

CITY OF SURREY

BY-LAW NO. 12642

A by-law to authorize the leasing of certain lands  
and premises belonging to the City of Surrey.  
.....

WHEREAS the lands and premises hereinafter described are the property of the City of Surrey and it is deemed advisable to lease the same to:

NEWTON SHOPPING PLAZA INC. (REG. NO. 29018A) AND  
337805 B.C. LTD. (Inc. No. 337805);

AND WHEREAS the Council may by by-law lease any property owned by the City pursuant to Section 542 of the "Municipal Act", being Chapter 290 R.S.B.C., 1979;

NOW, THEREFORE, the Council of the City of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

1. The Council of the City of Surrey is hereby authorized to lease to:

NEWTON SHOPPING PLAZA INC. (REG. NO. 29018A) AND  
337805 B.C. LTD. (Inc. No. 337805), having an address at  
#2100, 1075 West Georgia Street, in the City of Vancouver,  
Province of British Columbia, V6E 3C9

for a term of Ten (10) Years commencing on the First (1st) day of June, 1995, and ending on the Thirty-First (31st) day of May, 2005; and yielding and paying therefor during the said ten year term hereof the clear rental of Eighty-Two Thousand Seventy-Five Dollars (\$82,075.00) payable on the execution of this lease, with a provision for a renewal for two consecutive periods of Five (5) Years under the terms and conditions set out in the Indenture;

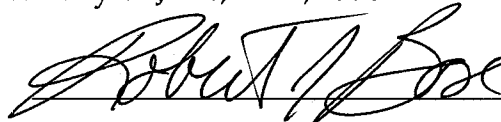
ALL AND SINGULAR that certain parcel or tract of lands and premises, situate lying and being in the City of Surrey, in the Province of British Columbia and being more particularly known and described as:

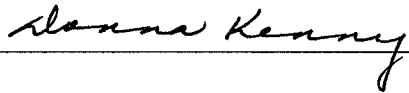
That portion of Lot 57, Except: Part in Plan LMP626, Section 16, Township 2, New Westminster District, Plan 56423, identified as "Lease Area 1" and "Lease Area 2", as shown outlined in bold back and cross hatched respectively on the Reference Plan attached hereto, duly signed by the Mayor and Clerk, prepared by G.A. Rowbotham, B.C.L.S., on the Eleventh Day of April 1995, and containing One Thousand Three Hundred Thirty-Four (1334) Square Metres.

2. The Mayor and Clerk are hereby authorized to execute the said lease on behalf of the City of Surrey, in the form attached hereto and forming Schedule "A" to this By-law.
3. This By-law shall be cited for all purposes as "Newton Shopping Plaza Inc. (REG. NO. 29018A) and 337805 B.C. Ltd. Land Leasing By-law, 1995, No. 12642".

PASSED THREE READINGS on the 19th day of June, A.D., 1995.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 26th day of June, A.D., 1995.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

CLKBLW 3043

LAND TITLE ACT  
FORM C  
(Section 219.81)

95 JUN 23 13 08

BJ183469

LAND TITLE OFFICE  
NEW WESTMINSTER/  
VANCOUVER

Province of  
British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) Page 1 of 9 pages

1. APPLICATION: B.W.F. Fodchuk Reference # NEW3608  
~~Anne Lx Bxx Kober~~, Barrister & Solicitor, of  
RUSSELL & DuMOULIN  
2100-1075 West Georgia Street  
Vancouver, B.C., V6E 3G2 (631-3131) Signature of ~~Anne Lx Bxx Kober~~  
B.W.F. Fodchuk

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: \*  
(PID) (LEGAL DESCRIPTION)  
005-453-321 City of Surrey  
Lot 57 Except part in Plan LMP626 Section 16  
Township 2 New Westminster District Plan  
56423

3. NATURE OF INTEREST: *	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
DESCRIPTION	(PAGE AND PARAGRAPH)	
Lease with Right of Renewal of portion of Lot 57 identified as "Lease Area 1" and "Lease Area 2" as shown outlined in bold black and cross hatched respectively on Explanatory Plan of Leasehold registered under number <u>LMP23943</u>	ENTIRE DOCUMENT	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)  
(a) Filed Standard Charge Terms  D.F. No. \_\_\_\_\_  
(b) Express Charge Terms  Annexed as Part 2  
(c) Release  There is no Part 2 of this Instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S): \*  
CITY OF SURREY, 14245 - 56th Street, Surrey, B.C., V3X 3A2

6. TRANSFEREE(S): (including postal address(es) and postal code(s))\*  
NEWTON SHOPPING PLAZA INC., (Reg. No. 29018A) and 337805 B.C. LTD.,  
(Inc. No. 337805), of 2100-1075 West Georgia Street, Vancouver, B.C.,  
V6E 3G2

7. ADDITIONAL OR MODIFIED TERMS: \*  
NONE

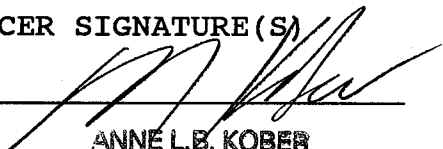
8. EXECUTION(S): \*\*This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge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

EXECUTION DATE

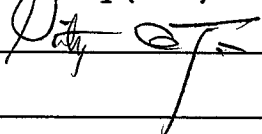
OFFICER SIGNATURE(S)

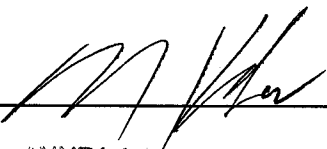
Y	M	D
95	6	7
95	6	7
95	6	19

PARTY(IES) SIGNATURE(S)

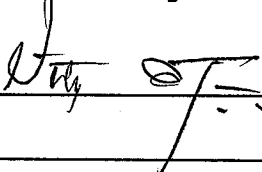
  
 ANNE L.B. KOBER  
 Barrister & Solicitor  
 2100 - 1075 West Georgia Street  
 Vancouver, B.C. V6E 3G2  
 Ph (604) 631-4931

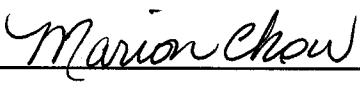
NEWTON SHOPPING PLAZA INC.  
 by its authorized  
 signatory(ies)

  
 VICTOR TAN

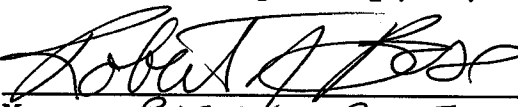

  
 ANNE L.B. KOBER  
 Barrister & Solicitor  
 2100 - 1075 West Georgia Street  
 Vancouver, B.C. V6E 3G2  
 Ph (604) 631-4931

337805 B.C. LTD. by its  
 authorized signatory(ies)

  
 VICTOR TAN

  
 MARION CHOW  
 14245 - 56 Avenue,  
 Surrey, B.C. V3X 3A2  
 A Commissioner for Oaths  
 within British Columbia

CITY OF SURREY by its  
 authorized signatory(ies)

  
 Mayor ROBERT BOSE  
  
 Clerk DONNA KENNY

OFFICER CERTIFICATION:

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

- \* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- \*\* If space insufficient, continue executions on additional page(s) in Form D.

Terms of instrument

Page 3 of 9 pages

THIS INDENTURE made this <sup>19<sup>th</sup></sup> day of *June* A.D. 1995.

BETWEEN: CITY OF SURREY  
14245 - 56th Avenue  
Surrey, B.C.  
V3X 3A2

(hereinafter called the "Lessor")

OF THE FIRST PART

AND: NEWTON SHOPPING PLAZA INC. and  
337805 B.C. Ltd., both of  
2100 - 1075 West Georgia Street  
Vancouver, BC  
V6E 3G2

(hereinafter called the "Lessees")

OF THE SECOND PART

1. WITNESSETH that the said Lessor doth demise unto the said Lessees, their successors and assigns, ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the City of Surrey, Province of British Columbia and being more particularly known and described as:

Those portions of:  
PARCEL IDENTIFIER: 005-453-321  
LOT 57 EXCEPT PART IN PLAN LMP626 SECTION 16  
TOWNSHIP 2 NEW WESTMINSTER DISTRICT PLAN 56423  
identified as "Lease Area 1" and "Lease Area 2"  
as shown outlined in bold black and cross hatched  
respectively on the attached reference plan registered under  
number LMP 23943

(hereinafter called the "premises")

2. FROM the 1st day of June, A.D. 1995 for a term of Ten (10) years. The Lessor hereby grants to the Lessees the option to renew this Lease for two consecutive periods of five years each (the "renewal Terms"), provided written notice is given to the Lessor 30 days prior to the expiry of the then existing term. Each Renewal term shall be upon the same terms and conditions as are contained in this Lease except the rent shall be the fair market rent for each of the Renewal Terms, as agreed upon between the parties hereto, and if the parties cannot agree, then the rent for each of the five year Renewal Terms shall be determined by arbitration in accordance with the Commercial Arbitration Act of British Columbia, the cost of which shall be borne equally by

the Lessor and the Lessee, provided each party shall bear the cost of its own solicitors, advisors and experts.

3. YIELDING therefor during the said ten year term the rental of eighty-two thousand & seventy-five dollars (\$82,075.00) of lawful money of Canada, payable on the execution of this lease.

4. THAT the said Lessees covenant with the Lessor to pay rent and all utility charges and to pay sixty-six & sixty-six over one hundred percent (66.66%) of all City taxes levied on the property when due;

5. AND to repair and maintain the premises in reasonable condition for use as a parking lot;

6. AND the said Lessor may enter and view state of repair;

7. AND the said Lessees will repair according to notice;

8. AND will not assign without leave other than to any person who may purchase fee simple ownership of Lot Fifty-four (54) of the North West Quarter (NW1/4) of Section Sixteen (16), Township Two (2), Plan 56423, New Westminster District; AND will assign at the request of the Lessor to any person who shall purchase the said Lot Fifty-four (54); AND will not sublet without leave;

9. AND that they will leave the premises in good repair at the end of the Lease term;

10. AND that they will not construct or erect any buildings or structures, excepting signage, upon the within described premises;

11. AND that they will not use the premises nor allow the premises to be used for any other purpose than that for which the premises are hereby leased, namely: paved surface parking only and for no other reason;

12. AND that they will allow the premises to be used by the patrons of the adjacent Newton Seniors Centre and Surrey Public Library for parking and that for that purpose they will allow public access to and from the premises over Lot Fifty-four (54) NW1/4, Section 16, Township 2 Plan 56423, New Westminster District.

13. AND not to suffer or permit during the term hereof any builders liens for work, labour, services or materials ordered by it or for the cost of which it may be in any way obligated, to attach to the premises, and that whenever (and so often as) any such lien shall attach or claim therefor shall be filed, within

twenty (20) days after the Lessees have notice of the claim or lien to procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law;

14. AND that they will comply promptly at their own expense with all laws, ordinances, regulations, requirements and recommendations of any and all dominion, provincial, civic, municipal and other authorities, or association of fire insurance underwriters, or agents and all notices in pursuance of same whether served upon the Lessor or Lessees, and will indemnify and save harmless the Lessor from and against any and all manner of actions or causes of actions, damage, loss, costs or expenses, which it may sustain, incur or be put to by reason of any neglect of same or non-compliance therewith or by reason of any defect, deficiency, disrepair, depreciations, damage or change in or to the premises, or any injury or damage to any person or to any goods and chattels contained in, upon or about the premises if caused otherwise than by reason of the negligence of the Lessor or by reason of the breach by the Lessor of any contractual obligations which it has to the Lessees or any other person for whose actions the Lessor is liable in law;

15. AND that they will provide receptacles for refuse and rubbish of all kinds and will attend to removal of same from the premises at regular intervals and will not keep or leave any boxes, packing material; or rubbish of any kind in or near the premises;

16. PROVISIO for re-entry by the said Lessor for non-payment of rent or non-observance or non-performance of covenants;

17. PROVISIO for re-entry on seizure or forfeiture of the said term;

18. THE said Lessor covenants with the said Lessees for quiet enjoyment;

19. PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any Creditor of the Lessees or if the Lessees shall make any assignment for the benefit of Creditors, or becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void;

20. THAT the Lessor shall be under no obligation to supply water, heat, light or power to the Lessees upon the premises;

21. THAT the Lessor shall not be responsible for any defect or change of conditions affecting the premises or for any damage to the premises or to any person or to merchandise, goods, chattels, machinery or equipment contained therein howsoever caused other than by the negligence of the Lessor or of any other person for whose actions the Lessor is liable in law;

22. FOR THE PURPOSE OF THIS LEASE

(i) "hazardous substance" includes, but is not limited to, any contaminants, pollutants, dangerous substances, liquid wastes, underground or overground storage tanks, industrial wastes, toxic substances, hazardous wastes, hazardous materials or hazardous substances and as defined in or pursuant to any Law, Regulation or Order as further defined herein.

(ii) "release" includes releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.

(iii) "laws" shall mean all applicable Federal, Provincial, Regional and local laws, statutes, or by-laws, including without limitation, all applicable laws relating to the environment.

(iv) "regulations" shall include all rules, regulations or the like promulgated under or pursuant to any laws.

(v) "permits" shall include all permits, certificates, approvals, registrations and licenses issued by any ministry, department or administrative or regulatory agency of the Federal, Provincial, Regional and local government.

23. DURING the term of this lease the Lessees shall use their reasonable efforts to conduct their activities, operations, and to use their facilities, and maintain the premises so as to comply in all material respects with all Federal, Provincial, regional, and other governing bodies' environmental laws and regulations, including, without limitation, environmental, land use, occupational safety or health laws, rules, regulations, orders, requirements or permits in all jurisdictions in which the Lessees shall be liable and responsible for any costs associated with a response to or cleanup of a release of a toxic or hazardous substance into the environment occurring during the term of this lease and resulting from the activities of the Lessees or those for whom the Lessees are in law responsible. Notwithstanding anything herein contained, the Lessor is responsible for any hazardous or contaminated substance which pre-exists on the premises prior to this Lease and the Lessee



shall not be responsible for any hazardous substances which were present on the premises at the commencement of this Lease.

24. DURING the term of this lease and upon the termination, abandonment or expiry of this lease, for any reason, the Lessees shall ensure, undertake and guarantee that the premises shall be and free from any hazardous substances being released onto the premises during the term of the lease by the Lessees or those for whom the Lessees are in law responsible and that any such hazardous substances have not been deposited, discharged, placed, disposed of or released to, into, at, on, under or near the premises as a result of the activities, operation, facilities upon the premises or use of the premises by the Lessees or those for whom the Lessees are in law responsible.

25. DURING the term of this lease and upon the termination, abandonment or expiry of this lease, for any reason, the Lessees shall ensure, undertake and guarantee that there are no orders or directions relating to environmental matters or hazardous substances occurring during the term of this lease and resulting from the activities of the Lessees or those for whom the Lessees are in law responsible requiring any work, repairs, construction or capital expenditures with respect to the premises, including any or all improvements thereon.

26. THE Lessees shall at all times retain any and all responsibilities and liabilities, losses, claims, damages, consequential damages, penalties, fines, monetary sanctions, and costs, including reasonable lawyers costs on a solicitor-client basis, incurred or suffered by the Lessor by reason of resulting from, in connection with, or arising in any manner whatsoever out of the breach of the covenants herein contained.

27. For the duration of the lease, the Lessees shall obtain and maintain in force comprehensive general liability insurance providing coverage up to \$5,000,000 inclusive per occurrence against liability for bodily injury or death and/or damage to property on an all risk occurrence basis; with a deductible not exceeding \$1,000 per occurrence. This insurance shall be in accordance with the City of Surrey Insurance Certificate, and shall be maintained continuously from the commencement of the lease until three months after its termination, expiration or completion. The City of Surrey shall be named as additional name insured.

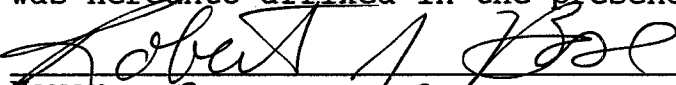
28. ANY NOTICE required to be given by one party to the other under any of the provisions of this lease may be given by delivery, on or in the absence of postal strike, by registered


mail, postage prepaid, mailed at any post office in British Columbia, addressed to the parties respectively at the addresses appearing on the first page hereof, or at such other address as may from time to time be notified in writing by either party to the other, and when so mailed shall be deemed to have been delivered ten (10) days following the date of posting.

29. THE representation and covenants herein given by the Lessees shall survive the termination, abandonment, expiry or cessation of this lease.

IN WITNESS WHEREOF the parties hereto have caused their Corporate Seals to be affixed duly attested by the hand(s) of their proper officer(s) duly authorized in that behalf, all as of the day and year first above written.

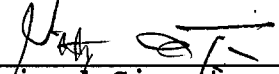
THE CORPORATE SEAL of the CITY OF SURREY )  
was hereunto affixed in the presence of: )

  
\_\_\_\_\_  
Mayor ROBERT BOSE )

  
\_\_\_\_\_  
Clerk DONNA KENNY )

C/S

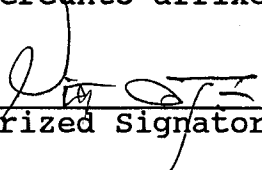
THE CORPORATE SEAL of NEWTON SHOPPING )  
PLAZA INC. was hereunto affixed in the )  
presence of: )

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

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

C/S

THE CORPORQATE SEAL of 337805 B.C. LTD. )  
was hereunto affixed in the presence )  
of: )

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

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

C/S

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