

WATERFRONT BUSINESS CENTER

OFFICE LEASE AGREEMENT

This LEASE is dated the _____ day of _____

BETWEEN:

RAINWATER DEVELOPMENT GROUP INC.

(Hereinafter referred to as the "Lessor")

AND

(Hereinafter referred to as the "Lessee")

We hereby agree that this Lease will be on the terms and conditions hereafter set forth and shall constitute a legal binding contract for office premises at Waterfront Business Center - 1281 Johnston Road, White Rock, British Columbia V4B 3Y9.

1. (a) Premises: Unit # _____
- (b) Monthly Lease Fee: \$ _____ plus GST
- (c) Commencement Date: _____

2. This Lease is based on a minimum term of occupancy of 90 days and shall automatically renew for a subsequent and like term unless the Lessee delivers a notice of termination in writing to the Lessor 3 full calendar months prior to the anniversary date of this Lease. Every 12 months from the initial lease date the Lease payments will automatically be increased by 8%.
3. The Lease Fee includes an office(s) with office furniture (desk and chair), property taxes, janitorial maintenance, building operating costs, common kitchen access on assigned floor and mail. The Lease Fee does not include paper products, soap, towels and other materials as may be required to carry out the Lessee's professional services within the Premises.
4. The Monthly Lease Fee and the Additional Services and Cost of Additional Services incurred, pursuant to Schedule "B" attached, are due and payable on the first of each month. Interest will be charged at the rate of 18% per annum on overdue accounts. Additional Services means the services and supervision supplied by the Lessor or in any other provision of this Lease as

Additional Services; any other services that from time to time the Lessor supplies to the Lessee and that are additional to other services that the Lessor has agreed to supply under this Lease and to like provisions of other leases of the building, or that the Lessor may elect to supply as included within the standard level of services available to Lessees generally and in addition to those normally supplied; the provision of labour and supervision in connection with the moving of any furniture or equipment of the Lessee; the making of any repairs or alterations for the Lessee; and the provision to the Lessee or the Premises of maintenance or other services not normally furnished to Lessees or other leasable premises generally; and "Additional Service" means any such service. Cost of Additional Services means in the case of Additional Services provided by the Lessor, a reasonable charge made for them by the Lessor, that will not exceed the cost of obtaining such services from independent contractors, and, in the case of Additional Services provided by independent contractors, the Lessor's total cost of providing Additional Services to the Lessee including the cost of all labour (including salaries, wages, and fringe benefits) and materials and other direct expenses incurred, the cost of supervision and other indirect expenses capable of being allocated to them (such allocation to be made upon a reasonable basis) and all other out-of-pocket expenses made in connection with them including amounts paid to independent contractors, plus an administration fee equal to 15% of each component thereof.

5. The Lessor may require the Lessee from time to time to furnish the Lessor with a series of post-dated cheques covering the instalments of the Monthly Lease Fee and the Lessee will, forthwith upon request, deliver such cheques to the Lessor. At the Lessor's request the Lessee will participate in a pre-authorized payment plan whereby the Lessor will be authorized to debit the Lessee's bank account each month and from time to time during the Lease term in an amount equal to the Monthly Lease Fee payable on a monthly basis.
6. The Lessee is responsible for insuring all personal contents of the Premises. The Lessor will not be responsible for the Lessee's property or that of the Lessee's visitors unless any loss is due to the Lessor's gross negligence or wilful misconduct.
7. The Lessor will not be liable for injuries to the Lessee or his clients unless such injuries are due to the Lessor's gross negligence or wilful misconduct.
8. Security/damage deposit is held by the Lessor and subject to the following conditions:
 - (a) The security/damage deposit shall be held by the Lessor to the termination or expiry of this Lease and vacant possession of the Premises. The Lessor shall have the right to offset any damage to the Premises including damage to the Lessor's furniture (excluding reasonable wear and tear) as well as any arrears due upon the termination or expiry of this Lease;
 - (b) In the event the Lessee's account is in good standing and there are no offsetting charges, the Lessor will refund the deposit to the Lessee within 30 days.
9. The Lessee covenants with the Lessor as follows:
 - (a) Not to do, omit to do, or permit to be done or omit to be done upon the Premises anything that would cause the Lessor's cost of insurance to be increased (and, without waiving the foregoing prohibition, the Lessor may demand, and the Lessee will pay to the Lessor upon demand, the amount of any such increase of cost caused by anything so

done or omitted to be done) or that will cause any policy of insurance to be subject to cancellation.

- (b) To comply at his own expense with all municipal, provincial, and federal sanitary, fire, and safety laws, bylaws, regulations, and requirements pertaining to the operation and use of the Premises and all professional licenses, certifications or permits for the provision of professional services from the Premises, the condition of the leasehold improvements, trade fixtures, furniture, and equipment installed in them, and the making by the Lessee of any repairs, changes, or improvements in them.
10. The Lessee shall be responsible for all telephone long distance charges. Prices are subject to change without notice by Telus, Shaw or Sprint Canada or any other telecommunication company that services the Premises. The Lessor is not responsible for any charges to the Lessee's account relating to unauthorized access to telephone equipment or lines. The Lessee is responsible for all internet access by anyone accessing his account and all business conducted online. All access will be terminated immediately for illegal or inappropriate activity.
 11. All contact with building management on any maintenance and/or service related item must be handled directly by the Lessor.
 12. The Lessee acknowledges to the Lessor that the operation of systems and the availability of facilities may be interrupted from time to time in cases of accident and emergency, in order to carry out maintenance, repairs, alterations, replacements, and upgrading, or for any other reasonable reason required by the Lessor. During such periods of interruption, any obligation of the Lessor to provide access to such systems and facilities or common areas of the building will be suspended.
 13. The Lessee is bound by and will comply by the rules and regulations governing conduct within the building attached hereto as Schedule "C". Storing of products of a flammable or explosive nature is forbidden.
 14. The Lessor reserves the right from time to time to:
 - (a) make any deletions, changes, and additions to the equipment, appliances, pipes, plumbing, wiring conduits, ducts, shafts, structures, and facilities of every kind throughout the building, including the Premises;
 - (b) alter the location and nature of the common areas of the building, including service areas, make reductions to them, erect additions to them, and extend any part of them; and
 - (c) make alterations and additions to the building,

and in exercising any such rights, the Lessor will take reasonable steps to minimize any interference caused to the Lessee's operations in the Premises, but by exercising any such rights, the Lessor will not be deemed to have constructively evicted the Lessee or otherwise to be in breach of this Lease, nor will the Lessee be entitled to any abatement of rent or other compensation from the Lessor.

15. The Premises shall be used to provide professional services in compliance with all federal, provincial, local rules, laws, ordinances and governmental regulations, orders and codes. The Lessee must obtain all business licenses, specific certification, professional licenses and permits to conduct business and provide professional services at the Premises.
16. The Lessee will take out and keep in force during the term:
- (a) commercial general liability (including bodily injury, death, and property damage) insurance on an occurrence basis with respect to the business carried on, in, or from the Premises and the Lessee's use and occupancy of them, of not less than \$5,000,000 per occurrence, which insurance will include the Lessor as a named insured and will protect the Lessor in respect of claims by the Lessee as if the Lessor were separately insured;
 - (b) insurance in such amounts as may be reasonably required by the Lessor in respect of fire and such other perils, including sprinkler leakage, as are from time to time defined in the usual extended coverage endorsement covering the Lessee's trade fixtures and the furniture and equipment of the Lessee and (except as to insured damage) all leasehold improvements in the Premises, and which insurance will include the Lessor as a named insured as the Lessor's interest may appear with respect to the insured leasehold improvements and provide that any proceeds recoverable in the event of loss to leasehold improvements will be payable to the Lessor, but the Lessor agrees to make available such proceeds toward the repair or replacement of the insured property if this Lease is not terminated under any other provision of it;
 - (c) business interruption insurance and workers' compensation insurance as required by the province of British Columbia;

and if the Lessor so requires from time to time, then also:

- (d) Lessee's fire legal liability insurance in an amount not less than the actual cash value of the Premises; and
- (e) insurance upon all plate glass in or which forms a boundary of the Premises in an amount sufficient to replace all such glass.

All insurance required to be maintained by the Lessee under this Lease will be on terms and with insurers to which the Lessor has no reasonable objection and will provide that such insurers will provide to the Lessor 30 days' prior written notice of cancellation or material alteration of such terms. The Lessee will furnish to the Lessor certificates or other evidence acceptable to the Lessor as to the insurance from time to time required to be effected by the Lessee and its renewal or continuation in force, either by means of a certified copy of the policy or policies of insurance with all amendments and endorsements or a certificate from the Lessee's insurer that, in the case of comprehensive general liability insurance, will provide such information as the Lessor reasonably requires. If the Lessee fails to take out, renew, and keep in force such insurance the Lessor may do so as the agent of the Lessee and the Lessee will repay to the Lessor any amounts paid by the Lessor as premiums promptly upon demand.

17. The Lessee will indemnify and save harmless the Lessor from any and all liabilities, damages, costs, suits, claims, suits or actions in connection with:
- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease to be fulfilled, kept, observed or performed;
 - (b) any act or omission of the Lessee;
 - (c) any damage to property while said property is not on or about the Premises;
 - (d) any injury to any licensee, invitee, agent or employee of the Lessee, including death resulting at any time therefrom, occurring in or about the Premises;

including all costs and actual legal fees and disbarments and this indemnity shall survive the expiry or sooner determination of this Lease.

18. The Lessee agrees that:
- (a) the Lessor will not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Lessee or his employees, invitees, or licensees or any other person in, on, or about the building or the land, or for any interruption of any business carried on in the Premises, and, without limiting the generality of the foregoing, in no event will the Lessor be liable:
 - (i) for any damage other than insured damage or for bodily injury or death of anyone resulting from fire, explosion, earthquake, flood, falling plaster, steam, gas, electricity, water, rain, snow, dampness, or leaks from any part of the Premises or from the pipes, appliances, electrical system, plumbing works, roof, subsurface, or other part or parts of the building or land or from the streets, lanes, and other properties adjacent to them;
 - (ii) for any damage, injury, or death caused by anything done or omitted by the Lessee or any of his employees or agents or by any other Lessee or person in the building;
 - (iii) for the non-observance or the violation of any provision of any of the rules and regulations of the Lessor in effect from time to time or of any lease by another lessee of premises in the building or any concessionaire, employee, licensee, agent, customer, officer, contractor, or other invitee of any of them, or by anyone else;
 - (iv) for any act or omission (including theft, malfeasance, or negligence) on the part of any agent, contractor, or person from time to time employed by him to perform janitorial services, security services, supervision, or any other work in or about the Premises or the building;
 - (v) for loss or damage, however caused, to money, securities, negotiable instruments, papers, or other valuables of the Lessee or any of his employees or agents;

- (vi) for the failure to supply interior climate control or elevator service when prevented from doing so by strikes, the necessity of repairs, any order or regulation of any body having jurisdiction, the failure of the supply of any utility required for the operation thereof, or any other cause beyond the Lessor's reasonable control; or
 - (vii) for any bodily injury, death, or damage to property arising from the use of, or any happening in or about, any elevator; and
 - (b) the Lessee releases and discharges the Lessor from any and all actions, causes of action, claims, damages, demands, expenses, and liabilities that the Lessee now or hereafter may have or incur arising from any matter for which the Lessor is not liable under section 18, notwithstanding that negligence or other conduct of the Lessor or anyone for whose conduct the Lessor is responsible may have caused or contributed to such matter.
19. The Lessor shall have unlimited access to show space (with reasonable notice).
20. It is understood and agreed that the Lessee has no rights to transfer or sub-lease this Lease.
21. The rates charged for Additional Services as set out in Schedule "B" are subject to change on reasonable notice.
22. Notwithstanding the other clauses contained herein, the Lessor retains the right to terminate this Lease at its reasonable, but unfettered discretion for conduct of the Lessee which is inconsistent with the general practices and policies of the building, including the disturbance and/or annoyance of the other lessees within the floor due to the Lessee's action and/or behaviour which includes cleanliness and office attire.
23. The Lessee shall at his sole cost and expense keep in good repair and condition (reasonable wear and tear excepted) all of the Premises and every part thereof including without limitation, all glass in the Premises and all improvements, fixtures and furnishings therein. The Lessee must receive prior approval from the Lessor of changes to the office furniture, plants, pictures, and shall not write or place anything on the glass walls and general office décor. Upon vacating the Premises any and all damage or special cleaning of the Premises resulting from the Lessee's occupancy will be repaired and deducted from the security/damage deposit pursuant to section 8(a).
24. It is expressly agreed that:
- (a) if and whenever the Monthly Lease Fee or other amounts payable by the Lessee or any part thereof, whether lawfully demanded or not, are unpaid and the Lessee has failed to pay such Monthly Lease Fee or other amounts within five days after the Lessor has given to the Lessee notice requiring such payment; or
 - (b) if the Lessee breaches or fails to observe and perform any of the other covenants, agreements, provisos, conditions, rules, or regulations and other obligations on the part of the Lessee to be kept, observed, or performed under this Lease and such breach or failure continues for 10 days after the Lessor has given the Lessee notice of it; or
 - (c) if without the written consent of the Lessor the Premises are used by any persons other than the Lessee or his permitted assigns or permitted sub-lessees or for any purpose

other than that for which the Premises were leased, or occupied by any persons whose occupancy is prohibited by this Lease; or

- (d) if the Premises are vacated or abandoned or remain unoccupied for 15 days or more while capable of being occupied; or
- (e) if the term or any of the goods and chattels of the Lessee is at any time seized in execution or attachment; or
- (f) if a receiver or receiver-manager is appointed of the business or property of the Lessee; or
- (g) if the Lessee makes any assignment for the benefit of creditors or any bulk sale, becomes bankrupt or insolvent or takes the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or (if a corporation) takes any steps or permits any order to be made for its winding-up or other termination of its corporate existence; or
- (h) if any policy of insurance upon the building from time to time effected by the Lessor is cancelled or about to be cancelled by the insurer by reason of the use or occupation of the Premises by the Lessee or any assignee, sub-lessee, or licensee of the Lessee or anyone permitted by the Lessee to be upon the Premises and the Lessee, after receipt of notice in writing from the Lessor, fails to take such immediate steps in respect of such use or occupation as enables the Lessor to reinstate or avoid cancellation of (as the case may be) such policy of insurance; or
- (i) if the Lessor becomes entitled to terminate this Lease or to re-enter the Premises under any provision of it,

then and in every such case it will be lawful for the Lessor thereafter to enter into and upon the Premises or any part of them in the name of the whole and the same to have again, repossess, and enjoy as of its former estate, anything in this Lease to the contrary notwithstanding. The Lessor may use such force as it may deem necessary for the purpose of gaining admittance to and re-taking possession of the Premises, and the Lessee hereby releases the Lessor from all actions, proceedings, claims, and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection with it. The Lessor shall have the right to terminate this Lease, and the security/damage deposit shall be forfeited to the Lessor as liquidated damages and not as a penalty.

- 25. If any policy of insurance upon the building from time to time effected by the Lessor is cancelled or threatened to be cancelled by the insurer by reason of the use or occupation of the Premises by the Lessee or any assignee, sub-lessee, or licensee of the Lessee or by anyone permitted by the Lessee to be upon the Premises and the Lessee after receipt of notice in writing from the Lessor fails to take such immediate steps in respect of such use or occupation as will enable the Lessor to reinstate or avoid cancellation of (as the case may be) such policy of insurance, the Lessor may, at its option, terminate this Lease by leaving upon the Premises notice in writing of such termination.
- 26. The Lessee acknowledges that there are no covenants, representations, warranties, agreements, or conditions expressed or implied relating to this Lease or the Premises, save as expressly set out

in this Lease and in any agreement to lease in writing between the Lessor and the Lessee pursuant to which this Lease has been executed. In the event of any conflict between the terms of this Lease and such agreement to lease, the terms of this Lease will prevail. This Lease may not be modified except by an agreement in writing executed by the Lessor and the Lessee.

- 27. Time is of the essence of this Lease.
- 28. The Lessee and/or his representative and the Lessor have inspected the Premises and agree that the Premises are in good condition.

UPON EXECUTION OF THIS AGREEMENT, the total amount of \$ _____ will become payable and will be applied to the balance of _____ (month) _____ (rent) with the balance being held without interest as the security/damage deposit. The Lessee acknowledges a complete understanding of all the terms, policies and charges and agrees to accept full liability binding upon the signature hereunder, for any authorized charges incurred.

IN WITNESS WHEREOF, the parties hereto as authorized signing officers have signed their names on _____(date).

LESSOR

RAINWATER DEVELOPMENT GROUP INC.

Per: _____
Authorized Signatory

LESSEE

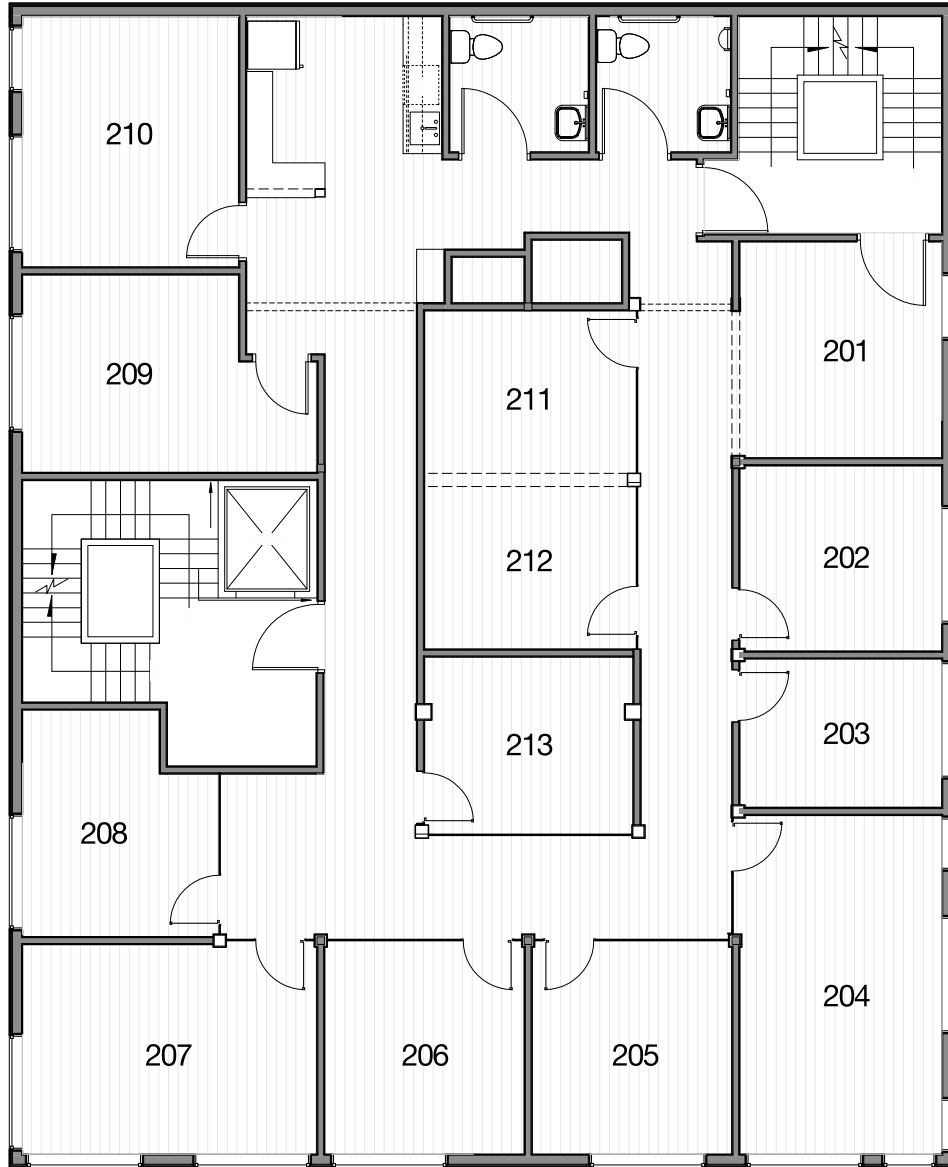
Name

Per: _____
Authorized Signatory

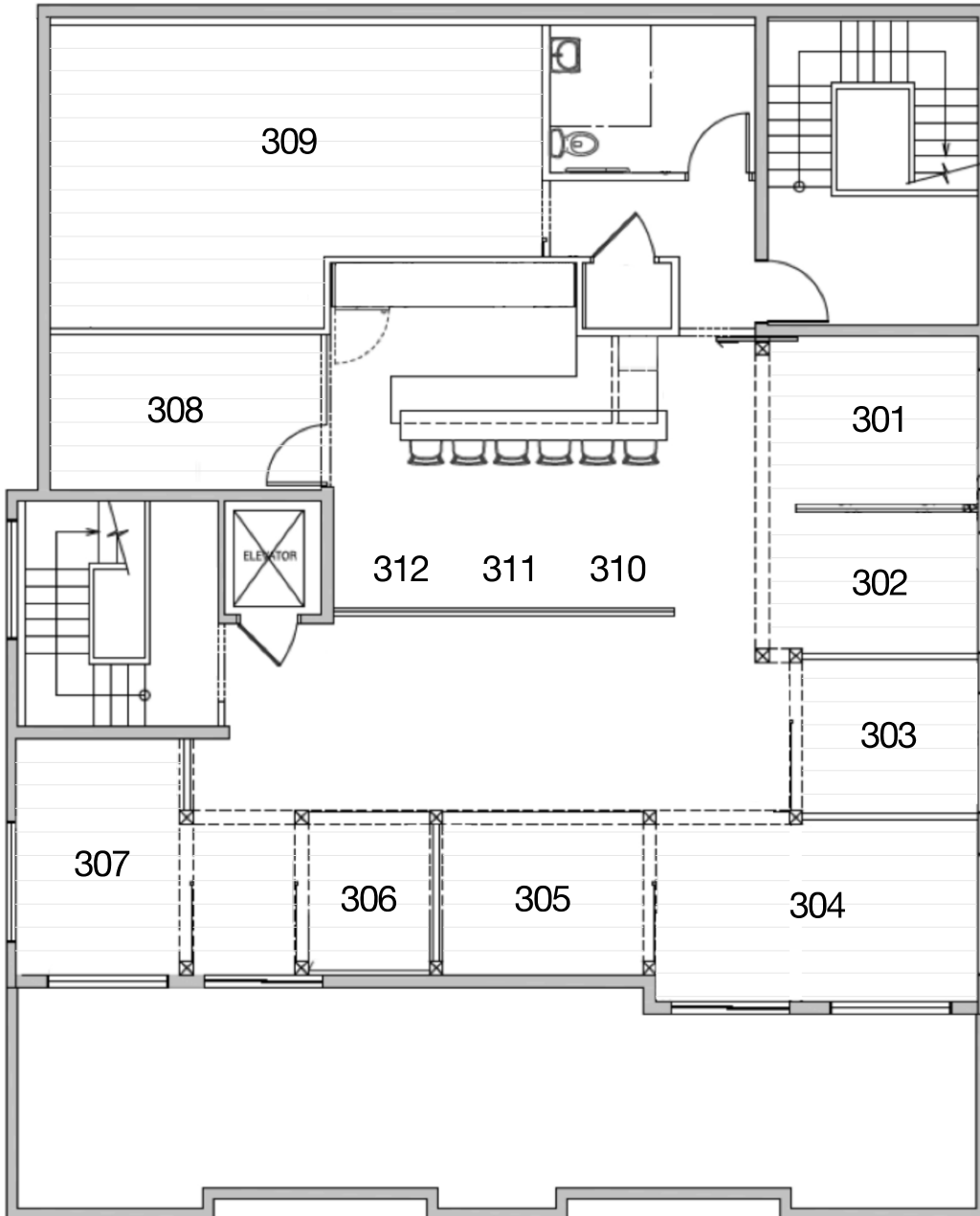
SCHEDULE "A"

SKETCH PLAN OF THE PREMISES

2ND FLOOR PLAN



3RD FLOOR PLAN



SCHEDULE "B"

SUMMARY OF OFFICES, DEPOSITS & AMENITIES

AVAILABLE LISTINGS

Office Number	Monthly Rent	Sq. / Ft.	Approved
Office 201	\$ 1,080	10'8"x11'7" (126sq./ft.)	
Office 202	\$ 3,000	10'6"x11'7" (124 sq./ft.)	
Office 203		10'3"x7'7" (79 sq./ft.)	
Office 204		10'4"x17'3" (180 sq./ft.)	
Office 205	\$ 1,200	10'4"x11'0" (114 sq./ft.)	
Office 206	\$ 1,200	10'4"x11'0" (114 sq./ft.)	
Office 207	\$ 1,620	10'10"x14'10" (142 sq./ft.)	
Office 208	\$ 1,120	10'3"x11'6" (119 sq./ft.)	
Office 209	\$ 1,200	10x14 (140 sq./ft.)	
Office 210	\$ 1,600	Irregular Shape (217 sq./ft.)	
Office 211	\$ 1,500	10'2"x16'11" (164 sq./ft.)	
Office 212			
Office 213	\$ 800	9'10"x9'1" (83 sq./ft.)	
Office 301 & 302	\$ 1,620	15'4"x10'8" (163.5 sq./ft.)	
Office 303	\$ 1,000	9'10"x7'4" (67 sq./ft.)	
Office 304	\$ 2,000	9'1"x16'0" (146 sq./ft.)	
Office 305	\$ 1,200	8'1"x10'3" (83 sq./ft.)	
Office 306	\$ 1,080	7'10"x8'2" (58 sq./ft.)	
Office 307	\$ 1,400	8'1"x11'8" (96 sq./ft.)	
Office 308	\$ 1,080	13'4"x7'8" (105 sq./ft.)	
Office 309	\$ 1,620	Irregular Shape	

OFFICE AMENITY ADD-ONS

Office Options	Fee	Approved
Office & Mailbox Key with Alarm Access	\$50 deposit	
Damage Deposit	1 month rent	
Internet	\$50/month/person	
Boardroom Access	\$50/hour	included
Reserved Parking	\$100/month	
Kitchen Access on Designated Floor	Included	
Coffee	\$15/month	
IP Phone	\$30/month	
Additional Desk	\$50/month	
Additional Chair	\$20/month	
Network/Computer Tech	\$75/per hour	

Initials _____

SCHEDULE "C"

RULES & REGULATIONS

The Lessee will observe the following Rules and Regulations (as amended, modified, or supplemented from time to time by the Lessor as provided in the Lease):

1. The Lessee will not use or permit the use of the Premises in such manner as to create any objectionable noises, odours, or other nuisance or hazard, or breach any applicable provisions of municipal bylaw or other lawful requirements applicable to them or any requirements of the Lessor's insurers, will not permit the Premises to be used for cooking (except with the Lessor's prior written consent) or for sleeping, will keep the Premises tidy and free from rubbish, will deposit rubbish in receptacles that are either designated or clearly intended for waste, will dispose of all medical waste in strict compliance with municipal, provincial and federal regulations and laws at its expense and will leave the Premises at the end of each business day in a condition such as to facilitate the performance of the Lessor's janitorial services in the Premises.
2. The Lessee shall not be permitted to bring pets into the premise unless it is a licensed pet for the purposes of assistance. The Lessor, at its sole discretion, may allow the Lessee to bring pets into the Premises.
3. The Lessee will not abuse, misuse, or damage the Premises or any of the improvements or facilities in them, and in particular will not deposit rubbish in any plumbing apparatus or use it for other than purposes for which it is intended, and will not deface or mark any walls or other parts of the Premises.
4. The Lessee is responsible to protect the carpet/floor in its designated office and ensure any chairs used in the Premises do not damage the carpet/floor. If requested by the Lessor, the Lessee shall use chair mats under desk chairs.
5. The Lessee will not perform, patronize, or (to the extent under its control) permit any canvassing, soliciting, or peddling in the building, will not install in the Premises any machines vending or dispensing refreshments or merchandise, and will not permit food or beverages to be brought to the Premises except by such means, at such times, and by such persons as have been authorized by the Lessor.
6. The entrances, lobbies, elevators, staircases, and other facilities of the building are for use only for access to the Premises and other parts of the building and the Lessee will not obstruct or misuse such facilities or permit them to be obstructed or misused by its agents, employees, invitees, or others under its control.
7. No heavy office equipment or safe will be moved into or about the building by or for the Lessee unless the consent of the Lessor is first obtained and unless all due care is taken. Such equipment will be moved upon the appropriate steelbearing plates, skids, or platforms and subject to the Lessor's direction, and at such times, by such means, and by such persons as the Lessor has approved. No furniture, freight, or bulky matter of any description will be moved in or out of the Premises or carried in the elevators except during such hours as the Lessor has approved. Hand-

trucks and similar appliances will be equipped with rubber tires and other safeguards approved by the Lessor, and will be used only by prior arrangement with the Lessor.

8. The Lessee will permit and facilitate the entry of the Lessor, or those designated by it, into the Premises for the purpose of inspection, repair, window cleaning, and the performance of other janitorial services, and will not permit access to main header ducts, janitorial and electrical closets, and other necessary means of access to mechanical, electrical, and other facilities to be obstructed by the placement of furniture or otherwise. The Lessee will not place any additional locks or other security devices upon the doors of the Premises without the prior written approval of the Lessor and subject to any conditions imposed by the Lessor for the maintenance of necessary access.
9. The Lessee shall not place any additional locks or other security devices upon the doors of the Premises without the prior written approval of the Lessor and subject to any conditions imposed by the Lessor for the maintenance of necessary access.
10. The Lessor may require that all or any persons entering and leaving the building at any time other than the Normal Business Hours satisfactorily identify themselves and register in books kept for that purpose, and may prevent any person from entering the Premises unless provided with a key to them and a pass or other authorization from the Lessee in a form satisfactory to the Lessor, and may prevent any person removing any goods from them without written authorization.
11. The Lessee will refer to the building only by the name from time to time designated by the Lessor for it and will use such name only for the business address of the Premises and not for any promotion or other purpose.
12. The Lessee will not interfere with window coverings installed upon exterior windows, and will close or (if such window coverings are remotely controlled) permit to be closed such window coverings during such hours from dusk to dawn as the Lessor may require, and will not install or operate any interior drapes installed by the Lessee so as to interfere with the exterior appearance of the building.
13. No special events, other than normal office operation, may be held within the Lessee's Premises without prior written request from the Lessee and approval of the Lessor no less than ten (10) days prior to the event. Details of the event such as the number of people and catering services attending the site must be made known to the Lessor. The Lessor, at its sole discretion, may approve or disapprove all special events in the Premises and other parts of the building. The Lessee, in any event, shall limit the number of attendees as regulated by the Fire Marshall, municipal and local authorities or any other licensing body. At its sole cost and expense, the Lessee shall be responsible for all security and clean-up required for the occurrence of the special event, and will not do anything to cause a nuisance nor cause or permit odours, noises or vibrations as determined by the Lessor at its sole discretion. The Lessee shall indemnify and save harmless the Lessor against all claims arising from the event or caused by the Lessee, its employees or invites.

The foregoing Rules and Regulations, as from time to time amended, are not necessarily of uniform application, but may be waived in whole or in part in respect of other Lessees without affecting their enforceability with respect to the Lessee and the Premises, and may be waived in

whole or in part with respect to the Premises without waiving them as to future application to the Premises, and the imposition of Rules and Regulations will not create or imply an obligation of the Lessor to enforce them or create any liability of the Lessor for their non-enforcement.

Initials _____