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Ellison Fire Hall

THIS LEASE, dated the _____ day of _____, 2005 is made and entered into by the Lessor and Lessee named herein who, in consideration of the covenants herein contained, agree as follows:

1. BASIC TERMS, SCHEDULES, AND DEFINITIONS

1.1 Basic Terms

- (a) Lessor: CITY OF KELOWNA
Address of Lessor: City Hall, 1435 Water Street
Kelowna, B.C. V1Y 1J4

- (b) Lessee: Regional District of Central Okanagan
Address of Lessee: 1450 KLO Road
Kelowna, B.C. V1W 3Z4

- (c) Leased Premises: Old Ellison Fire Hall
4660 Old Vernon Road
That Portion of Lot 1, Plan 11796, D.L. 146,
O.D.Y.D.
(see Schedule A)

- (d) Leasable Building Area: 17,670 square feet

- (e) Term: 5 years
Commencement Date: November 1, 2004

- (f) Base Rent: One dollar per annum of the lease. GST is not applicable.

- (g) Permitted Use: For the purpose of a permanent base of operation and home for the Central Okanagan Search and Rescue.

- (h) Nature of Lease: The premises consist of a one level 40 sq. foot X 50 sq. foot concrete block building. The Lessee shall be responsible for all building and ground maintenance, improvements. The operating costs are to be paid by CORD. Capital improvements and major repairs must be approved by the City. At the expiry of the lease term, return the area to a condition acceptable to the City.

The foregoing Basic Terms are approved by the parties. Each reference in this Lease to any of the Basic Terms shall be construed to include the provisions set forth above as well as all of the additional Terms and conditions of the applicable sections of this Lease where such Basic Terms are more fully set forth.

1.2 Schedules

All Schedules to this Lease are incorporated into and form an integral part of this Lease and are as follows:

SCHEDULE SUBJECT		CLAUSE
A	Floor Plan(s) of Leased Premises	1.1(c)
B	Definitions	1.3
C	Rules and Regulations	5.8

1.3 Definitions

In this Lease, the words, phrases and expressions set forth in Schedule B are used with the meanings defined therein.

2. PREMISES

In consideration of the Rents, covenants, and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed, and performed, the Lessor hereby demises and leases to the Lessee, and the Lessee leases from the Lessor, the Leased Premises.

3. TERM

The Term of this Lease shall be for the period set out in sub-clause 1.1(e), beginning on the Commencement Date of November 1, 2004.

4. RENT

4.1 Rent

The Lessee shall pay to the Lessor rent, which shall include the aggregate of the sums specified in sub-clauses (a) and (b) below:

- (a) Base Rent

Base Rent in the amount per annum set out in sub-clause 1.1(f) for each respective Lease Year; and

- (b) Taxes, Utilities and Other Charges

In addition the Lessee is responsible for all operating costs of whatever nature or kind in connection with the Leased Premises including all property taxes, insurance, utilities and other charges; and

4.2 Waiver of Offset

The Lessee hereby waives and renounces any and all existing and future claims, offsets, and compensation against any Rent or taxes, utilities and other charges and agrees to pay such regardless of any claim, offset, or compensation, which may be asserted by the Lessee or on its behalf.

4.3 Net Lease

The Lessee acknowledges and agrees that it is intended that this Lease shall be a completely net lease for the Lessor except as shall be otherwise contained in this Lease, and that the Lessor shall not be responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever arising from or relating to the Leased Premises other than those specified as the Lessor's repairs in article 7 and the Lessee, except as shall be otherwise provided in the specific provisions contained in this Lease, shall pay all charges, impositions, and costs of every nature and kind relating to the Leased Premises whether or not referred to herein and whether or not within the contemplation of the Lessor or the Lessee, and the Lessee covenants with the Lessor accordingly.

5. LESSEE'S COVENANTS

5.1 Lessee's Covenants

The Lessee covenants with the Lessor as follows:

5.2 Occupancy and Permitted Use

To take possession of and occupy the Leased Premises and commence to carry on business in all or substantially all of the Leased Premises no later than 30 days after the Commencement Date, to use the Leased Premises only for the purpose set out in sub-clause 1.1(g) and not for any other purpose.

5.3 Assignment

The Lessee may not assign or sub-let in whole or in part without the Lessor's prior consent to community based organizations. The Lessee also agrees to reimburse the Lessor for all costs that it may incur to effect any assignment or sub-let agreement at the Lessee's request.

5.4 Waste, Nuisance and Negligence

Not to commit or permit any act which may in any manner, directly or indirectly, cause waste or damage to the Building or the Leased Premises including the Leasehold Improvements and the trade fixtures therein; any overloading of the floors thereof; any conduct which impedes or, in the opinion of the Lessor acting reasonably, could impede the business of any other occupant of the Building or which constitutes or, in the opinion of the Lessor acting reasonably, could constitute a nuisance to the Lessor, any other occupant of the Building, or anyone else; or any other use or manner of use which annoys or interferes with the operations of any other occupant of the Building or, in the opinion of the Lessor acting reasonably, may have an adverse impact on the reputation of the Building.

5.5 Cleanliness

Not to permit the Leased Premises to become untidy, unsightly, or hazardous, or permit unreasonable quantities of waste or refuse to accumulate therein, and at the end of each business day to leave the Leased Premises in a neat and tidy condition.

5.6 Compliance with Laws

To comply at its 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 Leased Premises, the condition of the Leasehold Improvements, trade fixtures, furniture, and equipment installed therein, and the making by the Lessee of any repairs, changes or improvements therein.

5.7 Installations

To permit the Lessor during the Term, at the Lessee's cost, to install any equipment in or make alterations to the Leased Premises, if the Lessee fails to resolve within a reasonable time, necessary to comply with the requirements of any statute, law, bylaw, ordinance, order, or regulation referred to in clause 5.8 and to permit ingress and egress to and from the Leased Premises by the Lessor or by their respective employees, servants, and workmen.

5.8 Rules and Regulations

To observe, and to cause its employees, invitees, and others over whom the Lessee can reasonably be expected to exercise control to observe the Rules and Regulations attached as Schedule C, and such further and other reasonable rules and regulations and amendments and changes therein as may hereafter be made by the Lessor, of which notice in writing shall be given to the Lessee; and all such rules and regulations shall be deemed to be incorporated into and form part of this Lease.

5.9 Signs

Not to display, place, or affix any sign except in accordance with regulations of the Lessor.

5.10 Inspection and Access

To permit the Lessor at any time and from time to time to enter and to have its authorized agents, employees, and contractors enter the Leased Premises for the purpose of inspection or making repairs, alterations, or improvements to the Building, or to have access to utilities and services or to determine the electric light and power consumption by the Lessee in the Leased Premises, and the Lessee shall provide free and unimpeded access for the purpose, and shall not be entitled to compensation for any inconvenience, nuisance, or discomfort caused thereby, but the Lessor in exercising its rights hereunder shall proceed to the extent reasonably possible so as to minimize interference with the Lessee's use and enjoyment of the Leased Premises.

5.12 Interior Climate Control

The Lessee shall be responsible for all aspects of interior climate control including the removal of smoke, dust or odours, which originate from within the Leased Premises.

5.13 Janitorial Service

The Lessee shall be responsible for all janitorial services including window cleaning required in connection with the Leased Premises

6. LESSOR'S COVENANTS

6.1 Lessor's Covenants

The Lessor covenants with the Lessee as follows:

6.2 Quiet Enjoyment

Provided the Lessee pays the Rent hereby reserved and performs its other covenants herein contained, the Lessee shall and may peaceably possess and enjoy the Leased Premises for the Term hereby granted, without any interruption or disturbance from the Lessor or its assigns, or any other person or persons lawfully, claiming by, from, through, or under the Lessor.

7. REPAIR, DAMAGE, AND DESTRUCTION

7.1 Lessor's Repairs

The Lessor covenants with the Lessee that the major Building components are in a good and reasonable state of repair, consistent with the general standards of structures of similar age and character in Kelowna. This includes the main structure, roof and mechanical systems. Funding for major structural component repairs will come from the Lessor's Building Reserve fund.

7.2 Lessee's Repairs

The Lessee covenants with the Lessor:

- (a) subject to sub-clause 7.3(b), to keep in a good and reasonable state of repair and consistent with the general standards applicable to businesses of similar age and location in Kelowna, Leased Premises including all Leasehold Improvements and all trade fixtures therein and all glass including all glass portions of exterior walls but excluding structural aspects of construction done to the Building by the Lessor; and
- (b) that the Lessor may enter and view the state of repair, and that the Lessee will repair according to notice in writing, and that the Lessee will leave the Leased Premises in a good and reasonable state of repair assuming reasonable wear and tear.

7.3 Abatement and termination

It is agreed between the Lessor and the Lessee that in the event of damage to the Leased Premises or to the Building:

- (a) if the damage is such that the Leased Premises or any substantial part thereof are rendered not reasonably capable of use and occupancy by the Lessee for the purposes of its business for any period of time in excess of 10 days, then:
 - (i) unless the damage was caused by the fault or negligence of the Lessee or its employees, invitees, or others under its control, from and after the date of occurrence of the damage and until the Leased Premises are again reasonably capable of use and occupancy as aforesaid, Rent shall abate from time to time in proportion to the part or parts of the Leased Premises not reasonably capable of use and occupancy; and
 - (ii) unless this Lease is terminated as hereinafter provided, the Lessor or the Lessee, as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with all reasonable diligence, but to the extent that any part of the Leased Premises is not reasonably capable of such use and occupancy by reason of damage which the Lessee is obligated to repair hereunder, and shall not extend later than the time by which, in the reasonable opinion of the Lessor, repairs by the Lessee ought to have been completed with reasonable diligence; and
- (b) if the Leased Premises are substantially damaged or destroyed by any cause to the extent such that in the reasonable opinion of the Lessor they cannot be repaired or rebuilt (based on standard hours of construction work) within 240 days after the occurrence of the damage or destruction, then the Lessor or the Lessee may at their option, exercisable by written notice to the Lessee given within 60 days after the occurrence of such damage or destruction, terminate this Lease, in which event neither the Lessor nor the Lessee shall be bound to repair as provided in clauses 7.1 and 7.2, and the Lessee shall instead deliver up possession of the Leased Premises to the Lessor with reasonable expedition but in any event within 60 days after delivery of such notice of termination, and Rent shall be apportioned and paid to the date upon which possession is so delivered up (but subject to any abatement to which the Lessee may be entitled under sub-clause 7.3(a) by reason of the Leased Premises having been rendered in whole or in part not reasonably capable of use and occupancy), but otherwise the Lessor or the Lessee as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with reasonable diligence.

8. TAXES AND OTHER COSTS

8.1 Lessees Tax Obligations

The Lessee covenants with the Lessor:

- (a) to pay when due, all Taxes, business Taxes, business licence fees, and other Taxes, rates, duties or charges levied, imposed, or assessed by lawful authority in respect of the use and occupancy of the Leased Premises by the Lessor, the business or businesses carried on therein, or the equipment, machinery, or

fixtures brought therein by or belonging to the Lessee, or to anyone occupying the Leased Premises with the Lessee's consent, or from time to time levied, imposed, or assessed in the future in addition or in lieu thereof, and to pay to the Lessor upon demand the portion of any tax, rate, duty, or charge levied or assessed upon the Land and Building that is attributable to any equipment, machinery, or fixtures on the Leased Premises which are not the property of the Lessor or which may be removed by the Lessee;

- (b) to pay promptly to the Lessor when demanded or otherwise due hereunder all Taxes in respect of all Leasehold Improvements in the Leased Premises; and

8.2 Goods and Services Tax

In accordance with the applicable legislation the Goods and Services Tax does not apply to this Lease as per the Terms contained herein.

8.3 Receipts for Payment

Whenever requested by the Lessor, the Lessee will deliver to it receipts for payment of all Taxes, rates, duties, levies, and assessments payable by the Lessee under sub-clauses 8.1(a) and (b) and furnish such other information in connection therewith as the Lessor may reasonably require.

9. UTILITIES AND ADDITIONAL SERVICES

9.1 Utilities

The Lessee shall be responsible for all utilities and services of whatever nature or kind required in connection with the Leased Premises and the conduct by the Lessee of the Lessee's business as described herein including without limitation, water, telephone, sewer, hydro, power, garbage disposal, snow clearing, heat, light, ventilating, air conditioning, electricity.

9.2 Energy Conservation

The Lessee covenants with the Lessor:

- (a) that the Lessee will co-operate with the Lessor in the conservation of all forms of energy in the Building, including without limitation the Leased Premises;
- (b) that the Lessee will comply with all laws, bylaws, regulations, and orders relating to the conservation of energy and affecting the Leased Premises or the Building; and
- (c) that the Lessee will at its own cost and expense comply with all reasonable requests and demands of the Lessor made with a view to such energy conservation;

10. FIXTURES AND IMPROVEMENTS

10.1 Installation of Fixtures and Improvements

The Lessee will not make, erect, install, or alter any Leasehold Improvements or trade fixtures in the Leased Premises, any safe or special lock in the Leased Premises, or any apparatus for illumination, air conditioning, cooling, heating, refrigerating, or ventilating the Leased Premises, in any case without having requested and obtained the Lessor's prior written approval, which the Lessor shall not unreasonably withhold. In making, erecting, installing, or altering any Leasehold Improvements or trade fixtures, the Lessee shall comply with the Lessee construction guidelines as established by the Lessor from time to time, and shall obtain all required building and occupancy permits and comply with all laws of all authorities having jurisdiction. The Lessee's request for any approval hereunder shall be in writing and be accompanied by a reasonably detailed description of the contemplated work and, where appropriate, plans, working drawings, and specifications. All work to be performed in the Leased Premises shall be performed by competent contractors and subcontractors and shall be performed and completed in a good and competent manner.

10.2 Liens and Encumbrances on Fixtures and Improvements

In connection with the making, erection, installation, or alteration of Leasehold Improvements and trade fixtures, and all other work or installations made by or for the Lessee in the Leased Premises, the Lessee shall comply with all of the provisions of the Builders Lien Act, S.B.C. 1997, c. 45 and amendments thereto, and other statutes from time to time applicable thereto (including any provision requiring or enabling the retention of portions of any sums payable by way of holdbacks), shall permit the Lessor to take all steps to enable the Lessor to obtain the benefit of the provisions of the Builders Lien Act, and, except as to any lawful holdback, shall promptly pay all accounts relating thereto.

10.3 Lien Discharge

If and when any builders' or other lien for work, labour, services, or materials supplied to or for the Lessee or for the cost of which the Lessee may be in any way liable or claims therefore shall arise or be filed or any such mortgage, conditional sale agreement, general security agreement under the Personal Property Security Act, or other encumbrance shall attach, the Lessee shall within 20 days after receipt of notice thereof procure the discharge thereof, including any certificate of action registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law.

10.4 Removal of Fixtures and Improvements

All Leasehold Improvements in or upon the Leased Premises shall become the Lessor's property without compensation therefore to the Lessee. Except to the extent no Leasehold Improvements, trade fixtures, furniture, or equipment shall be removed by the Lessee from the Leased Premises either during or at the expiration or sooner termination of the Term, except that:

- (a) the Lessee may at the end of the Term remove its trade fixtures;
- (b) the Lessee shall at the end of the Term remove such of the Leasehold Improvements and trade fixtures as the Lessor shall require to be removed; and

The Lessee either shall, in the case of every removal during or at the end of the Term, immediately make good any damage caused to the Leased Premises by the installation and removal.

10.5 Alterations by Lessor

The Lessor reserves the right from time to time to make alterations and additions to the Building, provided that in exercising any such rights, the Lessor will take reasonable steps to minimize any interference caused to the Lessee's operations in the Leased Premises, but by exercising any such rights, the Lessor shall not be deemed to have constructively evicted the Lessee or otherwise to be in breach of this Lease, nor shall the Lessee be entitled to any abatement of Rent or other compensation from the Lessor.

11. INSURANCE AND LIABILITY

11.1 Lessor's Insurance

The Lessor shall insure the Building and all improvements and installations made by the Lessor in the Leased Premises, except to the extent hereinafter specified, in respect of all-risk perils subject to standard exclusions and to amounts and on Terms and conditions which from time to time are insurable at a reasonable premium and which are normally insured by reasonably prudent owners of properties similar to the Building, as from time to time determined at reasonable intervals (but which need not be determined more often than annually) by insurance advisors selected by the Lessor, and whose written opinion shall be conclusive. Upon the request of the Lessee from time to time the Lessor will furnish a statement as to all risk perils subject to standard exclusions in respect of which and the amounts to which it has insured the Building. The Lessor may maintain such other insurance in such amounts and upon such Terms as would normally be carried by a prudent owner.

11.2 Lessee's Insurance

The Lessee shall take out and keep in force during the Term:

- (a) comprehensive 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 Leased Premises and the Lessee's use and occupancy thereof, of not less than \$2,000,000 per occurrence, which insurance shall include the Lessor as an additional insured and shall protect the Lessor in respect of claims by the Lessee as if the Lessor were separately insured, shall include a cross liability clause; and
- (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 Leased Premises, and which insurance shall include the Lessor will be added as Additional Insured as the Lessor's interest may appear with respect to the insured Leasehold Improvements and provided that any proceeds recoverable in the event of loss to Leasehold Improvements;

and if the Lessor shall require the same from time to time, then also:

- (c) Lessee's fire legal liability insurance in an amount not less than the actual cash value of the Leased Premises; and

All insurance required to be maintained by the Lessee hereunder shall be on Terms and with insurers to which the Lessor has no reasonable objection and shall provide that such insurers shall provide to the Lessor 30 days' prior written notice of cancellation or material alteration of such Terms. The Lessee shall 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 which, in the case of comprehensive general liability insurance, shall provide such information as the Lessor reasonably requires. If the Lessee shall fail to take out, renew, and keep in force such insurance the Lessor may do so as the agent of the Lessee and the Lessee shall repay to the Lessor any amounts paid by the Lessor as premiums forthwith upon demand.

11.3 Limitation of Lessor's Liability

The Lessee agrees that:

the Lessor shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Lessee or its 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 Leased Premises, and, without limiting the generality of the foregoing, except where the City is solely negligent in no event shall the Lessor be liable:

- (i) for any damage other than Insured Damage or for bodily injury or death of anyone which results from fire, explosion, earthquake, flood, falling plaster, steam, gas, electricity, water, rain, snow, dampness, or leaks from any part of the Leased Premises or from the pipes, appliances, electrical system, plumbing works, roof, sub-surface, or other part or parts of the Building or Land or from the streets, lanes, and other properties adjacent thereto;
- (ii) for any damage, injury, or death caused by anything done or omitted by the Lessee or any of its servants 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 loss or damage, however caused, to money, securities, negotiable instruments, papers, or other valuables of the Lessee or any of its servants or agents; or
- (v) for the failure to do anything required to be done by the Lessor by reason or any cause outside of the Lessor's reasonable control.

11.4 Indemnity of Lessor

The Lessee agrees to indemnify and save harmless the Lessor in respect of all claims for bodily injury or death, property damage, or other loss or damage arising from the conduct of any work by or any act or omission of the Lessee or any assignee, sub-Lessee, agent, employee, contractor, invitee, or licensee of the Lessee, and in respect of all costs, expenses, and liabilities incurred by the Lessor in connection with or arising out of all such claims, including the expenses of any action or proceeding pertaining thereto, and in respect of any loss, costs, expense, or damage suffered or incurred by the Lessor arising from any breach by the Lessee of any of its covenants and obligations under this Lease. This indemnity shall survive the expiry or termination of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures on the day and year first above written.

CITY OF KELOWNA by its authorized signatories:

Authorized Signatory

Authorized Signatory

Central Okanagan Regional District
by its authorized signatories:

Authorized Signatory

Authorized Signatory

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SCHEDULE A
FLOOR PLAN(S) OF THE LEASED PREMISES

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Schedule B - Page 1.

SCHEDULE B

To Lease of Premises at the Old Ellison Fire Hall, 4660 Old Vernon Road, Kelowna, British Columbia

DEFINITIONS

In this Lease, the following expressions shall have the following meanings:

"Basic Terms" means those Terms set out in clause 1.1, some of which are more particularly defined in this Schedule B.

"Building" means the Old Ellison Fire Hall, 4660 Old Vernon Road in the City of Kelowna, Province of British Columbia on lands legally described as That Portion of Lot 1, Plan 11796, D.L. 146 O.D.Y.D.

"Commencement Date" means the date the Term commences as set forth in or determined under sub-clause 1.1(e).

"Insured Damage" means that part of any damage occurring to any portion of the Leased Premises for which the Lessor is responsible, of which the entire cost of repair is actually recoverable by the Lessor under a policy of insurance in respect of fire and other perils from time to time effected by the Lessor, or, if and to the extent that the Lessor has not insured and is deemed to be a co-insurer or self-insurer under clause 11.1, would have been recoverable had the Lessor effected insurance in respect of perils, to amounts and on Terms for which it is deemed to be insured.

"Land" means that parcel of land, on Old Vernon Road in the City of Kelowna, Province of British Columbia, more particularly described as, That Portion of Lot 1, Plan 11796, D.L. 146 O.D.Y.D.

"Lease Year" means, in the case of the first Lease Year, the period beginning on the Commencement Date and Terminating 12 months from the last day of the calendar month in which the Commencement Date occurs (except that if the Commencement Date occurs on the first day of a calendar month, the first Lease Year shall Terminate on the day prior to the first anniversary of the Commencement Date) and, in the case of each subsequent Lease Year, means each 12-month period after the first Lease Year.

"Leased Premises" means the "Old Ellison Fire Hall" as set out in sub-clause 1.1(c).

"Leasehold Improvements" means all fixtures, improvements, installations, alterations, and additions now or from time to time hereafter made, erected, or installed, whether by the Lessee, the Lessor or anyone else, in the Leased Premises or in other premises in the Building with the exception of trade fixtures and furniture and equipment not of the nature of fixtures, but includes all partitions however fixed (including movable partitions) and includes all wall-to-wall carpeting with the exception of such carpeting where laid over vinyl tile or other finished floor and affixed so as to be readily removable without damage.

"Rentable Areas" means one level 40 sq. foot x 50 sq. foot concrete block building.

"Taxes" means all Taxes, rates, duties, levies, and assessments whatsoever, whether municipal, parliamentary, or otherwise, which are levied, imposed, or assessed against or in respect of the Building, the Land, which are from time to time levied, imposed, or assessed in the future in addition or in lieu thereof, including, without limitation, those levied, imposed, or assessed for education, schools and local improvements.

Schedule B - Page 2.

"Term" means the Term of this Lease set forth in sub-clause 1.1(e) and any renewal or extension thereof and any period of permitted overholding.

SCHEDULE C

RULES AND REGULATIONS

The Lessee shall 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 shall not use or permit the use of the Leased 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 thereto or any requirements of the Lessor's insurers and shall keep the Leased Premises tidy and free from rubbish, and shall leave the Leased Premises at the end of each business day in a neat and tidy condition.
2. The Lessee shall not abuse, misuse, or damage the Leased Premises or any of the improvements or facilities therein, and in particular shall not deposit rubbish in any plumbing apparatus or use it for other than purposes for which it is intended, and shall not deface or mark any walls or other parts of the Leased Premises.
3. The Lessee shall not perform, patronize, or (to the extent under its control) permit any canvassing, soliciting, or peddling in the Building.
4. The Lessee shall not do anything that causes damage to the Building or in any way impairs the rights of the Lessor as owner of the Building.
5. The Lessee shall permit the entry of the Lessor at reasonable times into the Leased Premises for the purposes of inspection and other lawful purposes.
6. The Lessee shall refer to the Building only by the name from time to time designated by the Lessor for it and shall use such name only for the business address of the Leased Premises and not for any promotion or other purpose.

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