

**PURCHASE AGREEMENT
3806 ALBERT STREET SOUTH
REGINA, SASKATCHEWAN**

This Agreement is dated the ~~23~~^{14th} day of December, 2003 between Golden Mile G.P. Ltd. (the "Vendor") and 1560700 Ontario Inc. (the "Purchaser").

RECITALS

- (A) The Vendor is the registered and beneficial owner of the Lands.
- (B) The Vendor has agreed to sell the Project to the Purchaser and the Purchaser has agreed to buy the Project from the Vendor on the terms and subject to the conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties covenant and agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions.

Certain words and phrases which are used in this Agreement, unless defined elsewhere in this Agreement, have the meanings which are ascribed to them, respectively, in this section 1.1.

- (a) "Agreement" means this Purchase Agreement and the attached Schedules, as amended from time to time, and "Article", "Section" and "Schedule" mean the specified article, section or schedule, as the case may be, of this Agreement.
- (b) "Approved Leases" means:
 - (i) all of the Leases listed in Schedule B; and
 - (ii) all other Leases entered into by the Vendor from time to time during the Interim Period with the prior written approval of the Purchaser in accordance with Section 5.3(b).
- (c) "Approved Service Contracts" means:
 - (i) all of the Service Contracts listed in Schedule C; and
 - (ii) all other Service Contracts entered into by the Vendor from time to time during the Interim Period with the prior written approval of the Purchaser in accordance with Section 5.3(b).
- (d) "Approved Tenant" means a Tenant under an Approved Lease.

- (e) "Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Province of Saskatchewan.
- (f) "Chattels" means the equipment, furnishings and inventory owned by the Vendor and used in the operation of the Lands and the Improvements, including, without limitation, furniture, communications equipment, drapes, carpets, blinds, maintenance equipment, tools and supplies (other than trade fixtures and furnishings belonging to Tenants).
- (g) "Closing Date" means the date which is thirty (30) days after the Inspection Date.
- (h) "Commitment Date" means the first Business Day after the date on which the Vendor and Purchaser have both fully executed this Agreement.
- (i) "Deposit" means the First Deposit set out in Section 2.3.
- (j) "Environmental Law" means the Environmental Management and Protection Act, 2002 and all other provincial and federal legislation relating to environmental matters applicable in the Province of Saskatchewan, including all regulations under such legislation.
- (k) "Improvements" means all buildings, erections, structures, fixtures, parking areas, underground parking facilities and other improvements situate on the Lands, including, without limitation, heating, ventilating and air-conditioning equipment, electric light fixtures, emergency power generators, elevating devices, fire detection and alarm systems, security access and monitoring systems, voice communication systems and other permanent installations.
- (l) "Inspection Date" means the date which is forty-five (45) days after the Commitment Date.
- (m) "Interim Period" means the period between the date on which the Vendor has executed this Agreement and the Closing Date.
- (n) "Lands" means the lands described in Schedule A, together with all easements, rights-of-way and interests appurtenant thereto.
- (o) "Leases" means all leases of space in the Project, all agreements and offers to lease space in the Project, and all licenses, concessions or occupancy agreements with respect to space in the Project, including, without limitation, the leases described in Schedule B.
- (p) "Management Agreement" means the management agreement, if any, between the Vendor and the property manager with respect to the management of the Project, as more particularly set out in Schedule "C".
- (q) "Notice" has the meaning set out in Section 7.4(a).
- (r) "Notice of Loss" has the meaning set out in Section 5.8(b).

- (s) "Permitted Encumbrances" means registered notices in respect of any of the Approved Leases and those instruments registered against title to the Lands as set out in Schedule D or that the Purchaser has approved pursuant to Section 5.3(a).
- (t) "Person" means an individual, a partnership, a corporation, a trust, an unincorporated organization, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.
- (u) "Prime Rate" means the variable rate of interest per annum charged by the Bank of Nova Scotia, (or such other Schedule 1 bank chosen by the Purchaser) or its successor, from time to time at Toronto, Ontario for demand commercial loans in Canadian dollars to its most creditworthy customers.
- (v) "Project" means the Lands, the Improvements and the Chattels.
- (w) "Project Documents" means all documents in the possession or control of the Vendor relating to the Project, including, without limitation, the following:
 - (i) a legal description of the Lands in registrable form;
 - (ii) the survey dated October 8, 2002 prepared by and under the seal of a duly certified Saskatchewan Land Surveyor showing the location of the Improvements erected on the Lands, setting out the boundaries and dimensions of the Lands, the front, rear and side yard dimensions as set back, entrances and exits from the Lands, any encroachments over the Lands, the locations of any easements, rights-of-way or other rights or restrictions which affect the Lands and the location of the underground parking facilities, including ramps and driveways providing access, together with the surveyor's certificate of acreage of the Lands;
 - (iii) copies of all agreements with federal, provincial or municipal governments or owners of adjoining lands relating to the development and operation of the Project and the construction of the Improvements;
 - (iv) copies of all Permitted Encumbrances affecting the Project, together with all amendments or assignments of such mortgages and Permitted Encumbrances;
 - (v) a current rent roll for the Project and copies of the Leases and all outstanding offers to lease space in the Project and details of all tenant inducements, rent free periods, leasehold improvement allowances and real estate commissions payable with respect to Leases;
 - (vi) copies of the standard form of lease and offer to lease for the Project;
 - (vii) copies of all common area, realty tax and operating expense recovery billings submitted to each Tenant for the most recently completed fiscal year of the Project and evidence of payment by each Tenant, a statement

- of income and expense for the most recently completed fiscal year of the Project certified as correct by the Vendor's auditors as to expense and by a senior officer of the Vendor as to income, and copies of the Vendor's estimate of income, operating costs and expenses for the current fiscal year of the Project and projections of income, operating costs and expenses for the next ensuing fiscal year, if such projections are available;
- (viii) copies of any current and prior years realty tax assessment notices and tax bills relating to the Project;
 - (ix) originals or legible copies of all records, financial statements, ledgers and other documents and agreements relating to the Project and its construction and operation, including all records kept in accordance with all applicable provincial and municipal fire regulations, such as records relating to inspections, checks and tests of fire extinguishers, loudspeakers, sprinklers and other life safety systems;
 - (x) all plans, specifications and drawings for the Project, including a set of "as built" plans and original working drawings and specifications for and related to the Improvements and all architectural, structural, electrical and mechanical drawings, plans, specifications, test results from engineers, architects and others relating to the Project and related materials;
 - (xi) copies of all construction contracts, architectural agreements, engineering agreements, development agreements, development permits, building permits, occupancy permits and other operating permits and licenses relating to the Project;
 - (xii) a list of all major or extraordinary repairs made by the Vendor or of which the Vendor is aware with respect to the Project;
 - (xiii) all documents pertaining to the environmental status of the Lands and the Project, including all permits, test reports or certificates of approval in respect of the storage or release on, above or below the surface of the Lands of any radioactive, toxic or hazardous substances or materials;
 - (xiv) copies of all insurance policies affecting the Project;
 - (xv) copies of the Warranties and Guarantees;
 - (xvi) copies of the Service Contracts;
 - (xvii) a list of maintenance and other employees, the salaries and other costs of whom are charged as operating costs in connection with the Project, together with particulars of their respective terms of employment and length of service, and copies of any collective agreements affecting such employees or particulars of any proceeding which could result in the certification of a trade union or employees' association as bargaining agent for such employees;

- (xviii) a list of the Chattels, together with a list of any equipment used in connection with the Project that is the subject of a lease or subject to a conditional sale or other similar agreement;
 - (xix) copies of all current (within the last four (4) years) feasibility studies, market assessments, consulting reports or similar documents relating to the Project; and
 - (xx) all correspondence relating to any of the foregoing.
- (x) "Purchase Price" means the purchase price for the Project as set out in Section 2.2.
 - (y) "Requisition Date" means 5:00 p.m. on the date which is ten (10) Business Days prior to the Inspection Date.
 - (z) "Response Date" means 2:00 p.m. on the date which is five (5) Business Days prior to the Inspection Date.
 - (aa) "Service Contracts" means all contracts and agreements to enter into contracts relating to the management, servicing, maintenance, repair and cleaning of the Project or the furnishing of supplies or services to the Project, including, without limitation, those described in Schedule C.
 - (bb) "Tenant" means any tenant under a Lease.
 - (cc) "Warranties and Guarantees" means all warranties, guarantees or contractual obligations that entitle the Vendor to any rights against a contractor or supplier engaged in the construction or maintenance of the Project or any part of the Project, as set out in Schedule E.

1.2 Extended Meanings.

Words importing the singular include the plural and vice versa. Words importing the masculine gender include the feminine and neuter genders.

1.3 Headings.

The division of this Agreement into articles and sections, the insertion of headings and the inclusion of a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and, except as stated in this Agreement and in the instruments and documents to be executed and delivered pursuant to this Agreement, contains all of the representations, undertakings and agreements of the parties. This Agreement supersedes all prior negotiations or agreements between the parties, whether written or verbal, with respect to the subject matter of this Agreement.

1.5 Currency.

Unless otherwise expressly stated in this Agreement, all references to money shall refer to Canadian funds.

1.6 Severability.

If any provision contained in this Agreement or its application to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.7 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the applicable laws of Canada. References to statutes shall be deemed to be references to such statutes as they exist on the date of this Agreement.

1.8 Time.

Time shall be of the essence of this Agreement. Except as expressly set out in this Agreement, the computation of any period of time referred to in this Agreement shall exclude the first day and include the last day of such period. If the time limited for the performance or completion of any matter under this Agreement expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day. The time limited for performing or completing any matter under this Agreement may be extended or abridged by an agreement in writing by the parties or by their respective solicitors.

**ARTICLE 2
PURCHASE AND SALE**

2.1 Purchase and Sale.

The Purchaser agrees to purchase the Project from the Vendor, and the Vendor agrees to sell the Project to the Purchaser, on the terms and subject to the conditions contained in this Agreement, for the Purchase Price, subject to adjustment as provided in this Agreement.

2.2 Purchase Price.

The Purchase Price for the Project shall be \$16,500,000.00.

2.3 Payment of Purchase Price.

Subject to adjustment in accordance with Section 2.4, the Purchase Price shall be paid to the Vendor as follows:

- (a) as to the sum of \$25,000.00 (the "First Deposit"), by certified cheque or bank draft payable to the Vendor's solicitor, in trust, on or before 2:00 p.m. on the date which is the third Business Day after the Commitment Date, to be held by the Vendor's solicitor in trust as a deposit and invested in accordance with the provisions of Section 2.06 pending the completion or other termination of this Agreement and to be credited on the Closing Date on account of the Purchase Price;
- (b) by the assumption of indebtedness of approximately \$10,500,000 to be arranged by the Vendor on terms and conditions acceptable to the Purchaser and the Vendor, the full amount of which shall be credited against the Purchase Price and shall be secured by a first mortgage against title to the Lands, which indebtedness shall be in good standing and not in default. In the event that the first mortgage is not in effect, or is not assumable by the Purchaser, then the entire balance of the Purchase Price shall be paid in accordance with Section 3(c) hereto. In the event that the first mortgage is assumable by the Purchaser, all guarantees given in connection with such mortgage are to be unconditionally discharged effective on Closing Date;
- (c) as to the balance of the Purchase Price, by certified cheque or bank draft payable to the Vendor or as it may direct on the Closing Date.

2.4 Adjustments

- (a) General. Adjustments shall be made as of the Closing Date for current rents (including basic rent, percentage rent and additional rent) and operating expenses of the Project recoverable from Approved Tenants in respect of the month in which the Closing Date occurs, prepaid rents (and interest accrued thereon, if any), security deposits (and interest accrued thereon, if any), all rent-free periods under Approved Leases arising at the commencement of the terms of such Leases, realty taxes, local improvement rates and charges, water and assessment rates, deposit payments under Approved Service Contracts, utilities, fuel, licenses necessary for the operation of the Project and all other items normally adjusted between a vendor and purchaser in respect of the sale of property similar to the Project.
- (b) Statement of Adjustment. A statement of adjustments shall be delivered to the Purchaser by the Vendor at least 10 Business Days prior to the Closing Date and shall have annexed to it complete details of the calculations used by the Vendor to arrive at all debits and credits on the statement of adjustments.
- (c) Day of Closing. The Purchaser shall receive all income and pay all expenses in respect of the Project for the Closing Date.
- (d) Insurance. Insurance premiums shall not be adjusted as of the Closing Date, but insurance shall remain the responsibility of the Vendor until the Closing Date in accordance with Section 5.8, and thereafter the Purchaser shall be responsible for placing its own insurance.

- (e) Leases. There shall be no adjustment to the Purchase Price in respect of Approved Leases that are entered into after the date of this Agreement in accordance with Section 5.3(b).
- (f) Commissions, Allowances and Inducements. The Vendor will be responsible for all real estate commissions, tenant allowances and tenant inducements payable with respect to all Approved Leases entered into on or before the date of this Agreement. If there is any rent-free period allowed to any Approved Tenant under any Approved Lease, the Purchaser shall be credited on the statement of adjustments with the rent that would have been payable by such Approved Tenant had there not been any rent-free period. The Purchaser shall be responsible for the payment of all real estate commissions, tenant allowances and inducements and rent-free periods due to Approved Tenants pursuant to any Approved Leases if made after the date of this Agreement in accordance with Section 5.3(b).
- (g) Arrears. The Vendor shall not be credited with arrears of rent and other charges owed by Tenants which remain outstanding as of the Closing Date, but the parties agree to cooperate with each other in respect of the collection of such arrears and the Purchaser will use reasonable efforts to collect such arrears as soon as practicable and, if and when collected, to remit such arrears to the Vendor. Any reasonable expenses incurred by the Purchaser in collecting such arrears shall be for the account of the Vendor and shall be deducted from the arrears so collected. For greater certainty, it is agreed that all amounts paid after the Closing Date by Tenants in arrears as of the Closing Date shall be applied first to current instalments of rent and other amounts owing under the Leases and the balance, if any, shall be applied to rent in arrears.
- (h) Prepaid Amounts. Security deposits, prepaid rents and any other amounts prepaid by Approved Tenants, together with the amount of any interest accruing on such amounts for the benefit of the Approved Tenants, will be credited to the Purchaser on the statement of adjustments, and the Vendor shall be entitled to retain for its sole benefit all of such security deposits and prepaid rents.

2.5 Readjustment

- (a) Operating Expenses and Recoveries. Within 120 days after the end of the calendar year in which the Closing Date occurs, the Vendor and the Purchaser shall make the following re-adjustments:
 - (i) taxes, utility charges and operating expenses shall be readjusted on the basis that the Vendor will be responsible for a portion of the total of such amounts for the calendar year in which the Closing Date occurs in the ratio that the number of days in such calendar year up to but not including the Closing Date bears to 365, and the Purchaser will be responsible for the remainder; and
 - (ii) taxes, utility charges, operating costs charged to Approved Tenants and all other landlord's recoveries from Approved Tenants shall be readjusted on the basis that the Vendor will be entitled to a portion of the total recoveries

collected by both parties for the calendar year in which the Closing Date occurs in the ratio that the number of days in such calendar year up to but not including the Closing Date bears to 365, and the Purchaser will be entitled to the remainder.

- (b) Reimbursement for Operating Costs. If the Vendor has made payments on account of taxes, utilities and operating expenses in excess of its share, then the Purchaser shall reimburse the Vendor for such excess. If the Purchaser has made payments on account of taxes, utilities and operating expenses in excess of its share, then the Vendor shall reimburse the Purchaser for such excess.
- (c) Reimbursement for Recoveries. If the Vendor has collected or received payments of expenses recoverable from Tenants in excess of its share, then the Vendor shall promptly remit such excess to the Purchaser. If the Purchaser has collected or received payments of expenses recoverable from Tenants in excess of its share, then the Purchaser shall remit such excess to the Vendor.
- (d) Readjustment Agreement. The parties shall enter into a readjustment agreement on the Closing Date in respect of those items specified to be readjusted in this Section 2.5. The readjustment agreement shall also provide for the readjustment of any errors, omissions or changes in the statement of adjustments delivered on the Closing Date.
- (e) Tax Reassessment. The Purchaser shall immediately pay to the Vendor any monies received from any taxing authority on account of a reassessment of the real property taxes relating to the period prior to the Closing Date.
- (f) Financing. In the event that the Vendor refinances the Project on terms consented to by the Purchaser and contemplated pursuant to Section 2.3, the Purchaser shall by way of an adjustment to the Purchase Price on the Closing Date reimburse the Vendor for one-half the costs of the Vendor, which adjustment amount shall not exceed \$75,000.

2.6 Deposit.

The Deposit shall be invested by the Vendor's solicitor in an interest-bearing account or term deposit or guaranteed investment certificate with or issued by a Schedule A Canadian chartered bank acceptable to the Purchaser. Interest on the Deposit shall accrue to the benefit of the Purchaser from the date of this Agreement until the Closing Date or other termination of this Agreement. The interest on the Deposit accrued or accruing to the Closing Date shall be paid to the Purchaser by certified cheque or bank draft on the Closing Date or, at the option of the Purchaser, shall be credited on account of the Purchase Price on the Closing Date. If this Agreement is not completed other than solely by reason of the default of the Purchaser, the Deposit, together with all interest accrued thereon, shall be returned to the Purchaser forthwith without deduction or set-off. If this Agreement is not completed solely by reason of the default of the Purchaser, the Vendor shall be entitled to receive the Deposit, together with all interest accrued thereon.

ARTICLE 3 COVENANTS, REPRESENTATIONS AND WARRANTIES

3.1 Representations of the Vendor.

The Vendor covenants, represents and warrants to and in favour of the Purchaser that, as of the date of this Agreement or such other date as may be specified:

- (a) Corporate Status. The Vendor is a corporation duly incorporated and subsisting under the laws of Manitoba and has the corporate power, authority, right and capacity to own its property and assets and to enter into, execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement in the manner contemplated by this Agreement;
- (b) Corporate Authorization. The transactions contemplated by this Agreement will by the Closing Date have been duly and validly authorized by all requisite corporate proceedings and will constitute legal, valid and binding obligations of the Vendor;
- (c) No Default under Other Agreements. Neither the execution of this Agreement nor its performance by the Vendor will result in a breach of any term or provision or constitute a default under:
 - (i) any of the Permitted Encumbrances;
 - (ii) the constating documents or by-laws of the Vendor; or
 - (iii) any indenture, mortgage, deed of trust or any other agreement to which the Vendor is a party or by which it is bound;
- (d) No Litigation. There are no actions, suits or proceedings pending or, to the knowledge of the Vendor, threatened against or affecting the Vendor, the Project or the occupancy or use of the Project by the Vendor or by the Tenants, in law or in equity, which could affect the validity of this Agreement or any transaction provided for in this Agreement, the title to the Project or any part of the Project, the conveyance of the Project to the Purchaser, the right of the Purchaser from and after the Closing Date to own, occupy and obtain the revenue from the Project or any action taken or to be taken in connection with this Agreement;
- (e) No Indebtedness Constituting a Lien. The Vendor will not on the Closing Date have any indebtedness to any Person that might by operation of law or otherwise constitute a lien, charge or encumbrance on the Project or any part of the Project or which could affect the right of the Purchaser, from and after the Closing Date, to own, occupy and obtain the revenue from the Project, other than the Permitted Encumbrances;
- (f) Residence. The Vendor is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act (Canada);

- (g) Chattels. The Chattels constitute all of the equipment, furnishings and fixtures used by the Vendor in connection with the Project;
- (h) Title to the Project. The Project is legally and beneficially owned by the Vendor with good and marketable title in fee simple free and clear of all mortgages, liens, charges, encumbrances, restrictions, security interests, conditional sale agreements, leases and any other claims and interests whatsoever except for the Permitted Encumbrances and the Approved Service Contracts and the Approved Leases;
- (i) Permitted Encumbrances in Good Standing. To the best of the knowledge of the Vendor (except with respect to Mortgage No. 102143528, Mortgage No. 102143539, Caveat Nos. 102143540, 102143551, Mortgage No. 102143562, Mortgage No. 113400144 and Assignment of Rents No. 113400278 which shall not be limited to the best of the knowledge of the Vendor), there is no default nor is there any event that with the passage of time or the giving of notice would constitute a default existing in the performance or observance of the terms and provisions of the Permitted Encumbrances, each of which has been complied with in all respects and is in good standing; all consents, approvals and assumptions required under the Permitted Encumbrances in connection with the transaction contemplated by this Agreement will have been obtained by the Vendor or entered into by all necessary parties on or before the Closing Date; no Permitted Encumbrance has been amended, varied or assigned otherwise than as disclosed in this Agreement and each of the Permitted Encumbrances, other than the Approved Leases, has been duly registered on title to the Lands;
- (j) Planning Act Saskatchewan. The transfer of the Lands to the Purchaser by the Vendor will not contravene The Planning and Development Act, 1983 and no consent pursuant to the provisions of that Act is required to permit the conveyance of the Lands to the Purchaser;
- (k) No Unregistered Agreements. To the best of the knowledge of the Vendor, there are no unregistered agreements in respect of access to the Project or encroachments by the Improvements onto abutting lands or encroachments onto the Lands;
- (l) No Employees. There are no employees employed in connection with the Project in respect of which the Purchaser will incur any liabilities whatsoever as a result of the completion of the transaction contemplated by this Agreement;
- (m) No Trademarks. There are no registered logos, trade marks or trade names used in connection with the Project that are owned by the Vendor or of which it is a registered user;
- (n) Acreage of the Lands. The Lands comprise approximately 13.4 acres;
- (o) Area of Rentable Space. The Improvements contain approximately 214,469 square feet of net rentable retail space and the information set out in Schedule B with respect to the rentable space occupied by each Tenant is true and

correct in all material respects as of the date hereof; the Improvements contain standard size parking stalls for passenger vehicles which are available for use by the owner of the Project, the Tenants and their respective employees, agents and customers;

- (p) Approved Leases. On the Closing Date, the only Leases affecting the Project shall be the Approved Leases;
- (q) Approved Leases Constitute Entire Agreement. The documents purporting to be copies of the Approved Leases delivered to the Purchaser in accordance with Section 5.1 constitute the entire agreement between the Vendor and each respective Approved Tenant;
- (r) Approved Leases in Good Standing. Each of the Approved Leases is in good standing and no default has occurred under any of the Approved Leases on the part of the Vendor or, to its knowledge, on the part of any Approved Tenant except as disclosed in writing by the Vendor to the Purchaser and accepted by the Purchaser before the Closing Date, and the Vendor shall be entitled to transfer the Approved Leases without obtaining any approval of the Approved Tenants;
- (s) Particulars of Leases. To the best of the knowledge of the Vendor, the information set out in Schedule B with respect to each Lease including, without limitation, net rentable area, gross rentable area, monthly basic rent, percentage rent, net rent, expiry dates and renewal privileges, is true, complete and correct in all respects and accurately reflects all material information relating to the Leases. In the case of each Lease:
 - (i) the Lease is valid and subsisting and in full force and effect, unamended by oral or written agreement, in accordance with the terms of the copy of such Lease delivered to the Purchaser pursuant to Section 5.1;
 - (ii) the Tenant under such Lease is in occupation of the whole of the premises demised pursuant to such Lease and is paying the full rent due in accordance with the terms of such Lease;
 - (iii) to the best of the knowledge of the Vendor, the Lease has not been assigned or encumbered by the Vendor to or in favour of any Person;
 - (iv) no rent under such Lease has been prepaid except as disclosed in Schedule B and adjusted pursuant to Section 2.4;
 - (v) the Tenant under such Lease is not entitled to any rent-free occupancy of all or any part of its premises except as disclosed in Schedule B and adjusted pursuant to Section 2.4;
 - (vi) no deposits under such Lease are held by the Vendor except as disclosed in Schedule B and adjusted pursuant to Section 2.4; and

- (vii) there has been no waiver, amendment or modification of any term of such Lease or payment, settlement or negotiation of any advance or future rent under such Lease;

(t) No Arrears of Rent or Disputes. On the Closing Date:

- (i) there shall be no material change in arrears of rent payable by any Approved Tenant from the list of arrears provided by the Vendor;
- (ii) no Approved Tenant shall have any material claim or offset with respect to future rent;
- (iii) each Approved Tenant shall be paying the full rent due under its Approved Lease as at the Closing Date;
- (iv) there shall be no material disputes between the Vendor, in its capacity as the landlord under the Leases, and any Tenant; and
- (v) the Vendor shall not have received any material complaint from any Tenant relating to the state of repair of the leasehold premises of such Tenant, the payment of rent, the calculation of or payment for operating costs or any other matter relating to the provisions of the Lease of such Tenant,

except, in each case, as disclosed in writing by the Vendor to the Purchaser and accepted in writing by the Purchaser before the Closing Date;

- (u) Tenant Inducements. On the Closing Date, all costs in respect of leasehold improvements, inducements, moving expense allowances, lease take-over payments and other similar items that are the responsibility of the landlord under the Approved Leases shall have been paid by the Vendor except as disclosed in writing by the Vendor to the Purchaser and accepted in writing by the Purchaser before the Closing Date and adjusted as provided in Section 2.4;
- (v) Service Contracts. On the Closing Date, the only Service Contracts that cannot be terminated on 30 days notice or less without penalty shall be the Approved Service Contracts; on the Closing Date, neither the Vendor nor, to its knowledge, any other party to a Service Contract will be in default under any of the Approved Service Contracts except as disclosed in writing by the Vendor to the Purchaser and accepted in writing by the Purchaser before the Closing Date; on or before the Closing Date, all consents, approvals and assumptions required to permit the assignment of each Approved Service Contract and the benefits thereof to the Purchaser shall have been obtained by the Vendor or entered into by all necessary parties;
- (w) Warranties and Guarantees. All of the Warranties and Guarantees are transferable to the Purchaser, are in good standing and represent all of the warranties and guarantees relating to the Project;

- (x) Financial Statements. All material financial transactions of the Vendor relating to the Project have been accurately recorded in the books, records and financial statements delivered by the Vendor to the Purchaser pursuant to this Agreement; such financial statements have been prepared on a consolidated basis and in accordance with generally accepted accounting principles applied on a basis consistent with preceding periods except as stated in such financial statements or in the notes to such financial statements; the balance sheet contained in such financial statements fairly and correctly discloses in all material respects the financial position of the Project as at the date of such balance sheet and the statement of profit and loss contained in such financial statements fairly and correctly discloses in all material respects the results of the operation of the Project for the periods indicated;
- (y) Taxes and Assessments. All municipal taxes, charges, rates, development charges, special levies and assessments, school and water rates and charges that, if unpaid, would create a lien on the Lands are paid in full and will be adjusted as of the Closing Date as provided in Section 2.4;
- (z) Local Improvement Charges. There are no local improvement charges, development charges or special levies outstanding against the Project nor has the Vendor received any notice of a proposed local improvement charge, development charge or special levy;
- (aa) Building Systems. The Chattels include all equipment, furnishings, fixtures and inventory necessary for the normal operation of the Project; on the Closing Date, the Chattels and all equipment and systems (including, without limitation, the heating, ventilating, air-conditioning, plumbing, electrical and mechanical systems, emergency power generator, elevating devices, fire detection and alarm systems, security-access and monitoring systems and voice communications systems) included in the Project, to the best of the knowledge of the Vendor, are suitable and adequate for the purposes for which they have been designed and will have the benefit of all Warranties and Guarantees in connection with the manufacture and installation of such Chattels and equipment and systems (all of which have been delivered or made available to the Purchaser as part of the Project Documents) except to the extent that such Warranties and Guarantees have expired prior to the Closing Date in accordance with their terms;
- (bb) Construction of the Improvements. To the best of the knowledge of the Vendor, the Improvements have been constructed in a good and workmanlike manner and in accordance with plans approved by all requisite governmental agencies having jurisdiction over the Project; such plans have been delivered to the Purchaser as part of the Project Documents and comply with all agreements, restrictions and regulations registered against the title to or otherwise affecting the Project and all applicable ordinances, zoning by-laws, building codes and regulations of municipal, provincial, federal or other competent authorities at the time the Improvements were constructed; the Vendor is not aware of any material defect in the design, construction or structure of the Improvements or any other material defect in the Improvements, including the footings, foundations, bearing walls,

cladding or roof. On the Closing Date, the Improvements shall have the benefit of all Warranties and Guarantees in connection with the construction or maintenance of the Project (all of which have been delivered or made available to the Purchaser as part of the Project Documents) except to the extent that such Warranties and Guarantees have expired prior to the Closing Date in accordance with their terms;

- (cc) Construction Liens. All amounts for labour and materials relating to the construction or repair of the Improvements or improvements of the Tenants have been fully paid and no one has a right to file a lien under the Builders Lien Act in respect of such construction or repair;
- (dd) Improvements within Boundaries of the Lands. The Improvements are located wholly within the boundaries of the Lands and the location and existence of the Improvements do not infringe the provisions of any easement, right-of-way or encumbrance registered against or otherwise affecting the Project;
- (ee) Access. To the best of the knowledge of the Vendor, the Project has full and free legally enforceable access to and from public highways, which access is sufficient for the purposes of the normal operation of the Project, and the Vendor has no knowledge of any fact or condition that would result in the interruption or termination of such access;
- (ff) Utilities. To the best of the knowledge of the Vendor, all public utilities required for the normal operation of the Project connect into the Lands through adjoining public highways, or if they pass through adjoining private land, do so in accordance with valid registered easements and are sufficient for the operation of the Project;
- (gg) Occupation and Operation of the Improvements. The Improvements are able to be occupied and operated as a first class shopping centre;
- (hh) Licenses, Approvals & Permits. To the best of the knowledge of the Vendor, all necessary licenses, approvals and permits for the construction, occupancy and operation of the Project and for its existing use have been obtained;
- (ii) Zoning and Use. To the best of the knowledge of the Vendor, the Lands are zoned so as to permit their current use as a shopping centre; the Project has passed all inspections of all governmental agencies having jurisdiction over the Project; the Project and its existing use comply with all applicable ordinances, zoning by-laws, building codes, covenants, registered restrictions, easements, access encroachments, laws, orders, regulations and federal, provincial and municipal requirements (whether relating to fire, safety, the environment, building standards, health standards or otherwise);
- (ij) No Work Orders. The Vendor has not received any written work order, deficiency notice, notice of violation or other similar communication from any municipal or governmental authority, board of insurance underwriters, regulatory authority or otherwise that is outstanding requiring or recommending that work or

repairs in connection with the Project or any part of the Project is necessary, desirable or required;

- (kk) No Expropriation. Neither the Lands nor any part of the Lands has been expropriated and there are no existing or, to the knowledge of the Vendor, contemplated expropriation proceedings or other similar public or private proceedings affecting the Project or any part of the Project;
- (ll) No Change in Law Affecting the Project. The Vendor has not received notice, and has no other knowledge or information of any pending or contemplated change in any applicable law, ordinance or restriction or of any pending or threatened judicial or administrative action or upon the Project or any part of the Project any of which would result in any material change in the condition of the Project or any part of the Project or in any way limit or impede the normal operation of the Project or any part of the Project for any purpose;
- (mm) Urea Formaldehyde, Asbestos and Other Noxious Substance. To the best of the knowledge of the Vendor, the Improvements have not been insulated with urea formaldehyde foam insulation or asbestos and the Lands do not contain any polychlorinated biphenyls or noxious substances including, without limitation, any contaminant as defined in the Environmental Management and Protection Act, 2002;
- (nn) Waste Disposal Site. To the best of the knowledge of the Vendor, no hazardous or toxic materials, substances, pollutants, contaminants or wastes have been released into the environment or deposited, discharged, placed or disposed of at, on or near the Lands as a result of the conduct of the Vendor's or Tenant's business on the Lands, nor to the best of the knowledge of the Vendor, have the Lands been used at any time by any Person as a landfill or waste disposal site;
- (oo) Environmental Matters. To the best of the knowledge of the Vendor, the operation or occupation of the Project by the Vendor does not contravene any law, regulation, order or by-law relating to the environment or any regulation, order or by-law regulating the import, manufacture, storage, distribution, labelling, sale, use, handling, transport or disposal of contaminants (as that term is defined under the Environmental Law) or dangerous or hazardous substances, including wastes land, except as set out in Schedule G:
 - (i) neither the Vendor nor, to the best of the knowledge of the Vendor, any of its predecessors in title has emitted, discharged or deposited or caused or permitted to be emitted, discharged or deposited any contaminants (as that term is defined under the Environmental Law) into the natural environment, including without limitation, the air, soil, subsoil or surface or ground water in, on, over, under or at the Project;
 - (ii) the Vendor is not required to obtain, nor has it obtained nor is it subject to any certificate, approval, permit, consent, direction or order of any court or governmental authority under the Environmental Law in respect of the operation of the Project;

- (iii) to the best of the knowledge of the Vendor, there is no PCB waste or PCB related waste (as those terms are defined under the Environmental Law) or asbestos that is in an unstable condition, in, on, over, under or at the Project; and
- (iv) there are no claims, actions, prosecutions, charges, hearings or other proceedings of any kind in any court or tribunal, and the Vendor has received no notice of any such proceedings, which relate to the discharge, deposit, escape or release of any contaminant (as that term is defined under the Environmental Law) into the natural environment in, on, over, under or at the Project;
- (pp) Claims re: Environmental Matters. The Vendor has not received any notice of any violation of any applicable federal, provincial or municipal laws, regulations, orders or approvals of governmental authorities relating to the Project or its use; there are no writs, injunctions, orders or judgments outstanding, or lawsuits, claims, proceedings or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the Project, nor to the best of the knowledge of the Vendor, is there any basis for such lawsuits, claims, proceedings or investigations being instituted or filed; and there are no orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Project and the conduct of the Vendor's business at the Project, nor has the Vendor received any notice of any of the foregoing matters;
- (qq) No Material Change in Fact. There has not been any material adverse change in the condition of the Project or in the operation, financial performance or business prospects of the Project since the date of the most recent financial statements delivered to the Purchaser and the Vendor is not aware of the existence or the threatened existence of any such change; and
- (rr) Full Disclosure. So far as the Vendor is aware, the Vendor has disclosed to the Purchaser all material information pertaining to the Project, whether solicited by the Purchaser or not. Neither this Agreement nor any other document referred to in this Agreement or any Schedule to this Agreement nor any statement, schedule or certificate furnished or to be furnished to the Purchaser pursuant to this Agreement contains or will contain any untrue statement or omits or will omit to state a material fact. All material information pertaining to the Project is set out in this Agreement or contained in the Project Documents. The Vendor shall make continuous disclosure of all such material information pertaining to the Project from the date of execution of this Agreement to the Closing Date.

3.2 Representations of the Purchaser.

The Purchaser covenants, represents and warrants to and in favour of the Vendor that, as of the date of this Agreement or such other date as may be specified:

- (a) Corporate Status. The Purchaser is a corporation duly incorporated and subsisting under the laws of Ontario and has the corporate power, authority, right and

capacity to enter into this Agreement and to carry out the transactions contemplated by this Agreement in the manner contemplated by this Agreement;

- (b) Corporate Authorization. The transactions contemplated by this Agreement will by the Closing Date have been duly and validly authorized by all requisite corporate proceedings; and,
- (c) Investment Canada Act. The Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada).

3.3 Survival of Warranties.

- (a) The covenants, representations and warranties contained in Sections 3.1 and 3.2 shall merge on closing on the Closing Date.

ARTICLE 4 CONDITIONS

4.1 Conditions of the Vendor.

The Vendor's obligation to carry out the transaction contemplated by this Agreement is subject to the fulfilment of each of the following conditions on or before the Closing Date or such other date as may be specified, which conditions are for the sole benefit of the Vendor and which may be waived by the Vendor in its sole discretion:

- (a) Representations and Warranties. The covenants, representations and warranties set out in Section 3.2 shall be true and accurate with the same effect as if made on and as of the Closing Date;
- (b) Delivery of Documents. All documents or copies of documents required to be executed and delivered to the Vendor pursuant to this Agreement shall have been so executed and delivered; and
- (c) Performance of Terms, Conditions and Covenants. All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser on or before the Closing Date shall have been complied with or performed.
- (d) Assumption. In the event that the Purchaser shall be assuming the first mortgage, then a discharge of all guarantees in accordance with paragraph 2.5(b) shall be obtained on the Closing Date.

4.2 Conditions of the Purchaser.

The Purchaser's obligation to carry out the transaction contemplated by this Agreement is subject to fulfilment of each of the following conditions on or before the Closing Date or such other date as may be specified, which conditions are for the sole benefit of the Purchaser and which may be waived by the Purchaser in its sole discretion:

- (a) Representations and Warranties. The covenants, representations and warranties set out in Section 3.1 shall be true and accurate with the same effect as if made on and as of the Closing Date and the Vendor shall have delivered to the Purchaser a Certificate of a senior officer of the Vendor dated the Closing Date to this effect;
- (b) Delivery of Documents. All documents or copies of documents required to be executed and delivered to the Purchaser pursuant to this Agreement shall have been so executed and delivered;
- (c) Performance of Terms, Covenants and Conditions. All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor on or before the Closing Date shall have been complied with or performed;
- (d) Leases. The Approved Leases shall be the only Leases in existence with respect to the Project;
- (e) Service Contracts. The Approved Service Contracts shall be the only Service Contracts in existence with respect to the Project;
- (f) Consents. All consents, approvals and assumptions required under the Permitted Encumbrances or under any other agreement affecting the Project in connection with the transaction contemplated by this Agreement shall have been obtained and delivered to the Purchaser or entered into by all necessary parties;
- (g) Title to the Lands. The title to the Lands shall be a good and marketable title in fee simple, free and clear of all mortgages, liens, charges, encumbrances, restrictions, leases and any other claims and interests whatsoever except for the Permitted Encumbrances, all of which are in good standing, and the Purchaser shall have until the Requisition Date to investigate the Vendor's title to the Project and to submit any valid objections to title;
- (h) Competition Act. All necessary filings, pre-notification requirements, notices, rulings, consents and approvals under the Competition Act (Canada) in respect of the transaction contemplated by this Agreement shall have been made or obtained, as the case may be;
- (i) Interim Period. During the Interim Period, there shall have been no material adverse change in the condition or in the management or operation of the Project and the Project shall have been operated by the Vendor as first class shopping centre;
- (j) Insurance. The Project shall be insurable by the Purchaser (including, without limitation, fire and extended coverage, liability and property damage, boiler and pressure vessels and loss of use and occupancy insurance) at normal rates for properties similar in age, construction, location and use to the Project; and
- (k) Vacant Possession. Vacant possession of the Project shall have been given to the Purchaser, subject to the rights of Approved Tenants.

4.3 Inspection Period.

On or prior to the Inspection Date, the Purchaser shall notify the Vendor in writing as to whether it is satisfied with all of the matters relating to its inspection of the Project as outlined in Article 5 hereof. In the event that the Purchaser notifies the Vendor that it has satisfied itself with respect to such matters on or prior to the Inspection Date, then the only conditions remaining to the benefit of the Purchaser shall be those set forth in paragraphs 4.1 and 4.2 hereof. In the event that the Purchaser notifies the Vendor on or prior to the Inspection Date that it has not satisfied itself with respect to such matters, or fails to waive such condition on or prior to the Inspection Date, then this agreement shall be terminated, the parties shall have no further obligation to each other and the deposit shall be returned to the Purchaser.

4.4 Satisfaction of Conditions.

Each party agrees to proceed in good faith and with promptness and diligence to attempt to satisfy those conditions in Sections 4.1 and 4.2 that are within its reasonable control.

4.5 Waiver of Conditions

- (a) Notice of Waiver. If a condition set out in Section 4.1, 4.2 or 4.3 has not been satisfied on or before the Closing Date or such other date as may be specified for its fulfilment, the party for whose benefit the condition has been included may:
 - (i) waive compliance with the condition in whole or in part, in its sole discretion, by notice to the other party to be given on the Closing Date or within two (2) Business Days after the date specified for the fulfilment of such condition if such date is more than two (2) Business Days before the Closing Date, and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
 - (ii) elect to terminate this Agreement, in which case neither party shall be under any further obligation to the other to complete the transaction contemplated by this Agreement and the Deposit, together with all interest accrued thereon, shall be returned to the Purchaser forthwith without deduction.
- (b) Deemed Satisfaction of Conditions: Notwithstanding Section 4.5(a), the closing of the transaction contemplated by this Agreement by the parties shall be deemed to be a waiver by any parties of compliance with any condition included for its benefit and not satisfied on the Closing Date.

4.6 Not Conditions Precedent.

The conditions set out in Article 4 are conditions to the obligations of the parties hereto and are not conditions precedent to the existence or enforceability of this Agreement.

ARTICLE 5 INTERIM PERIOD

5.1 Delivery of Documents.

During the Interim Period, the Vendor shall promptly deliver the following documents to the Purchaser:

- (a) on or before 2:00 p.m. on the date which is the second Business Day after the Commitment Date, the Vendor shall deliver to the Purchaser all of the Project Documents, together with a letter signed by a senior officer of the Vendor confirming that the Project Documents so delivered, together with the material made available to the Purchaser for inspection pursuant to Section 5.4, comprise all of the Project Documents; and
- (b) thereafter, the Vendor shall continuously and promptly deliver a copy of every Lease, Service Contract and other agreement affecting the Project that the Vendor from time to time proposes to enter into, together with all related correspondence.

5.2 Access by Purchaser.

During the Interim Period, the Purchaser, its representatives and advisors shall have full access to the Project subject only to restrictions, if any, contained in the Leases, and to all information relating to the Project that is within the possession or control of the Vendor. The Vendor authorizes the Purchaser to communicate with Tenants and employees of the Vendor and to carry out such reasonable tests (including soil tests and roof core samples), environmental audits, surveys and inspections of the Project as the Purchaser, its representatives or advisors may deem necessary. The Purchaser shall promptly repair at its sole cost and expense any damage to the Project caused by such tests and inspections.

5.3 Approvals of the Purchaser

- (a) Approval of Project Documents. The Purchaser shall be allowed until the Requisition Date to review the Project Documents and to notify the Vendor of its approval of the Project Documents or to submit any written objections to any of them.
- (b) New Agreements. During the Interim Period, the Vendor shall not enter into any Lease, Service Contract or other agreement affecting the Project without the prior written approval of the Purchaser. The Vendor shall provide to the Purchaser all information that the Purchaser reasonably determines to be necessary in order to decide whether or not to grant its approval.
- (c) Amendments to Existing Agreements. During the Interim Period, the Vendor shall not amend, modify, vary, terminate, surrender or cancel any Lease, Service Contract or other agreement affecting the Project without the prior written approval of the Purchaser. The Vendor shall provide to the Purchaser all information that the Purchaser reasonably determines to be necessary in order to decide whether or not to grant its approval.

5.4 Inspection.

During the Interim Period, the Vendor shall, at the request of the Purchaser, make the following material available for examination by the Purchaser, its representatives and advisors at the Vendor's business offices during the Vendor's normal business hours:

- (a) all correspondence in the Vendor's files received from or sent to any Tenant of the Project and other pertinent leasing information;
- (b) all financial and operating information including, without limitation, all books of account, records, invoices, vouchers and contracts in respect of the Project; and
- (c) all documents pertaining to the environmental status of the Project including, without limitation, any permits, test reports, manifests or consent orders in respect of the production, manufacture, transportation across, over or through, storage or location on or beneath the surface of the Lands of any radioactive, toxic or other noxious substances or materials, and the Vendor shall make and deliver to the Purchaser, at the Purchaser's request, photocopies of all such material at the expense of the Vendor.

5.5 Governmental Inspections.

During the Interim Period, at the request of the Purchaser, the Vendor shall promptly deliver to the Purchaser letters addressed to such governmental authorities as may be requested by the Purchaser or its solicitors authorizing each such authority to release to the Purchaser such information on compliance matters that the authority may have with respect to the Project.

5.6 Effect of Investigations.

No investigations, inspections, tests or enquiries made by or on behalf of the Purchaser at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any covenant, representation or warranty made by the Vendor in or pursuant to this Agreement.

5.7 Confidentiality.

The Purchaser, its representatives and advisors shall keep in strict confidence all information obtained with respect to the Project pursuant to this Agreement until such time as the transaction contemplated by this Agreement is completed. If the transaction contemplated by this Agreement is not completed for any reason, the Purchaser shall, upon the request of the Vendor, promptly return to the Vendor all documents delivered to the Purchaser pursuant to this Agreement. Notwithstanding the foregoing, the Purchaser may disclose any information obtained with respect to the Project to its directors, shareholders and advisors.

5.8 Risk

- (a) General. The Project shall be at the risk of the Vendor until completion of this Agreement. Until completion of this Agreement, the Vendor shall maintain insurance on the Project in such amounts as a careful and prudent owner of similar property and premises would maintain.
- (b) Notice of Loss. If any material loss or damage to the Improvements occurs on or before the Closing Date, the Vendor shall promptly deliver a notice (the "Notice of Loss") to the Purchaser specifying the nature and extent of the loss or damage. For the purposes of this Section, "material loss or damage" means:
- (i) substantial damage to or destruction of the central service systems of any of the Improvements;
 - (ii) substantial damage to or destruction of more than 10% of the gross rentable area of the Improvements; or
 - (iii) any other damage, the repair of which cannot be substantially completed within 60 days from the date of delivery of the Notice of Loss.
- (c) Election to Terminate. Upon receipt of the Notice of Loss, the Purchaser may elect to terminate this Agreement by giving notice of termination to the Vendor on or before the earlier of the tenth Business Day following delivery of the Notice of Loss and the Closing Date, in which case neither party shall be under any further obligation to the other to complete the transaction contemplated by this Agreement and the Deposit, together with all interest accrued thereon, shall be returned to the Purchaser forthwith without deduction.
- (d) Completion. If the Purchaser does not elect to terminate this Agreement, then, at the option of the Purchaser:
- (i) the Purchaser shall complete this Agreement on the Closing Date, the Purchaser shall receive any insurance proceeds in respect of the Project and the Vendor shall release its interest in any insurance proceeds in respect of the Project; or
 - (ii) the Vendor shall diligently repair or cause to be repaired at the sole cost and expense of the Vendor, without expense to the Purchaser, all damage caused to the Improvements and, except for the proceeds of business interruption insurance (which shall be payable to the Vendor or its assigns), the Purchaser shall complete this Agreement upon the completion of such repairs or, at the option of the Purchaser, at such earlier time on or after the Closing Date as the Purchaser may determine (and the Closing Date shall be extended accordingly).

5.9 Estoppel Certificates.

- (a) The Vendor shall use its reasonable best efforts to obtain and deliver to the Purchaser not less than 10 Business Days before the Closing Date an estoppel certificate in the form of Schedule F from each Approved Tenant, dated as of a date not more than 30 days prior to the Closing Date.
- (b) If the Purchaser does not otherwise terminate this Agreement, the Vendor shall use its reasonable best efforts to obtain and deliver the balance of the Estoppel Certificates prior to the Closing Date, provided the Purchaser shall be entitled to terminate this Agreement if, in its sole discretion, the Vendor has not delivered estoppel certificates from all Tenants who occupy premises equal to or greater than 20,000 square feet of net rentable space and estoppel certificates from Tenants who occupy at least 50% of the remaining net rentable space.
- (c) If estoppel certificates cannot be obtained from any Tenants who occupy premises of less than 20,000 square feet of net rentable space, then the Vendor will provide a certificate of an officer of the Vendor and an indemnity certifying the accuracy of the information contained in those estoppel certificates which have not been executed by Tenants and delivered to the Purchaser.
- (d) The Vendor shall prepare the forms of the Tenant estoppel certificates in accordance with Schedule "F" and provide the Purchaser with copies of such estoppel certificates prior to delivery of same to the respective Tenants. The Purchaser shall forthwith review such estoppel certificates and provide the Vendor with any amendments which it requires to any estoppel certificates. The Vendor shall amend the estoppel certificates accordingly, prior to delivering them to the Tenants.

5.10 Management and Leasing.

During the Interim Period, management and leasing of the Project shall, subject to Section 5.03, be the responsibility of the Vendor and the Vendor shall operate the Project as first class shopping centre.

5.11 Management Agreement.

The Management Agreement shall be assigned by the Vendor to the Purchaser on Closing. All costs and expenses associated with the assignment and assumption of the Management Agreement by the Purchaser shall be the responsibility of the Vendor and the Vendor shall indemnify the Purchaser with respect to any such costs or expenses.

5.12 Requisitions.

The Vendor shall use its best efforts to satisfy all objections to title or the Project Documents submitted by the Purchaser pursuant to Sections 4.2(g) and 5.3(a), respectively, prior to the Requisition Date and if this Agreement is not terminated, the Vendor shall continue to use its best efforts to satisfy such objections prior to the Closing Date. The Vendor shall reply in writing to any objections to:

- (a) title submitted by the Purchaser pursuant to section 4.2(g); and
- (b) the Project Documents submitted by the Purchaser pursuant to Section 5.3(a), on or prior to the Response Date.

5.13 Purchaser's Right to Terminate.

Notwithstanding anything else contained in this Agreement, the Purchaser shall have the right to terminate this Agreement, in its sole and absolute discretion, by notice in writing given to the Vendor at any time on or before 5:00 p.m., (Toronto, Ontario time) on the Inspection Date pursuant to paragraph 4.3 hereof. Notwithstanding the foregoing, in the event that the representations and warranties of the Vendor set forth in Section 3.1 are determined by the Purchaser to not be true and accurate, the Purchaser shall only have the right to terminate this Agreement. In the event of such termination, the Deposit, together with all interest accrued thereon, shall be returned immediately to the Purchaser's counsel, in trust without further notice and without deduction or set-off and this Agreement shall have no further force or effect whatsoever.

**ARTICLE 6
CLOSING ARRANGEMENTS**

6.1 Closing Arrangements.

This Agreement shall be completed at 1:00 o'clock p.m. (Toronto time) on the Closing Date at the offices of Aylesworth Thompson Phelan O'Brien LLP.

6.2 Documents of the Vendor

The Vendor shall deliver to the Purchaser the following documents on the Closing Date or on such other date as may be specified:

- (a) Deed. A duly executed registrable transfer, in fee simple, transferring the entire interest of the Vendor in the Lands to the Purchaser or its nominee in accordance with this Agreement;
- (b) Statutory Declaration. A statutory declaration of a senior officer of the Vendor having personal knowledge declaring with respect to the title and possession of the Project by the Vendor and regarding such other factual matters relating to the transaction contemplated by this Agreement as the Purchaser may reasonably require;
- (c) Assignment and Assumption Agreement. An assignment by the Vendor to the Purchaser and an assumption by the Purchaser of all Approved Leases and rents thereunder, all Approved Service Contracts, all Warranties and Guarantees, all Permitted Encumbrances and all other licenses, permits, approvals and other agreements pertaining to the Project, together with an assignment by the Vendor to the Purchaser of the interest of the Vendor in the Chattels, in the form attached hereto as Schedule H;

- (d) Notice to Tenants and Others. Such notices as the Purchaser may reasonably require to be given to Tenants under the Leases and other parties under the Service Contracts of their assignment to the Purchaser, together with directions relating to the payment of rent under the Leases, all in such form as the Purchaser may reasonably require;
- (e) Certificate of the Vendor. A certificate of a senior officer of the Vendor certifying that:
 - (i) the Vendor is not a non-resident within the meaning of Section 116 of the Income Tax Act (Canada); and
 - (ii) the representations and warranties contained in Section 3.1 are true and accurate as of the Closing Date;
- (f) Estoppel Certificates. To the extent available, the estoppel certificates referred to in Section 5.9 and, to the extent not available a statutory declaration of a senior officer of the Vendor and an indemnity in form and substance satisfactory to the Purchaser, acting reasonably, in respect of all matters referred to in the estoppel certificates in Section 5.9;
- (g) Readjustment Agreement. The readjustment agreement referred to in Section 2.5(d);
- (h) Project Documents. Original copies of the Project Documents, as applicable;
- (i) Keys. Master keys, duplicate keys and/or codes to all locks at the Project and the combinations to any vaults;
- (j) Other. Such other bills of sale, transfers, assignments and documents relating to the completion of this Agreement as the Purchaser may reasonably require to transfer title to the Project from the Vendor to the Purchaser.

6.3 Documents of the Purchaser.

The Purchaser shall deliver to the Vendor the following documents on the Closing Date or such other date as may be specified:

- (a) Balance of the Adjusted Purchase Price. A certified cheque or bank draft payable to the Vendor or as the Vendor may in writing direct in the amount of the balance of the Adjusted Purchase Price in accordance with Section 2.3(c);
- (b) Assignment and Assumption Agreement. An assignment by the Vendor to the Purchaser and an assumption by the Purchaser of all Approved Leases and rents thereunder, all Approved Service Contracts, all Warranties and Guarantees, all Permitted Encumbrances and other licenses, permits, approvals and other agreements pertaining to the Project, in the form attached hereto as Schedule 1;

- (c) Readjustment Agreement. The readjustment agreement referred to in Section 2.5(d);
- (d) Other. Such further documentation relating to the completion of this Agreement as the Vendor may reasonably require;
- (e) Undertaking. An undertaking of the Purchaser to self assess and indemnify the Vendor for all G.S.T., interest and penalties due with respect to the purchase of the Project.

6.4 Single Transaction.

All documents and cheques shall be delivered in escrow at the place of closing specified in Section 6.1 on the Closing Date pending registration of the documents referred to in Sections 6.2 and 6.3 as reasonably required by the solicitors for the parties and receipt of such evidence that they shall reasonably request that all conditions of this Agreement have been satisfied. It is a condition of closing that all matters of payment, execution and delivery of documents by each party to the other and the acceptance for registration of the appropriate documents in the appropriate offices of public record shall be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the closing until everything required as a condition precedent at the closing has been paid, executed and delivered and until all documents have been accepted for registration.

6.5 Taxes and Fees

- (a) General. The Purchaser shall be responsible for the land transfer tax, goods and services tax and registration fees payable in connection with registration of the deed or transfer referred to in Section 6.2(a) and shall be responsible for any retail sales taxes and goods and services tax payable in connection with the purchase of the Chattels. Each party shall pay its own legal fees with respect to this transaction.
- (b) GST. With respect to the purchase by the Purchaser of the Lands and the Improvements, the Purchaser hereby represents and warrants to the Vendor that:
 - (i) it is or will on the Closing Date be registered for the purposes of the goods and services tax imposed under the Excise Tax Act;
 - (ii) it will remit directly to the Receiver General of Canada the goods and services tax payable and file the prescribed form pursuant to Section 228(4) of the Excise Tax Act in connection with the purchase of the Lands and the Improvements described in this Agreement; and
- (c) the Lands and the Improvements transferred pursuant to this Agreement are:
 - (i) being purchased by the Purchaser as principal for its own account and are not being purchased by the Purchaser as an agent, trustee or otherwise on behalf of or for another Person; and

- (ii) do not constitute a supply of a residential complex made to an individual for the purposes of Section 221(2)(b) of the Excise Tax Act.

6.6 Special Treatment of Contracts.

It is expressly understood and agreed that any contract to which the Vendor is a party which is not assignable to the Purchaser (because such contract is not assignable without the consent of the other party or parties thereto or because the remedies for the enforcement of such contract would not, as a matter of law, pass to the Purchaser as an incidence of the assignment made pursuant to this Agreement) shall be held in trust for the Purchaser and all benefits derived thereunder shall be for the account of the Purchaser. In order that the full value of every contract and claim assigned to the Purchaser pursuant to this Agreement may be realized for the benefit of the Purchaser, the Vendor shall, at the request and under the direction of the Purchaser, in the name and at the expense of the Vendor or as the Purchaser shall specify, take all such action and do or cause to be done all such things as shall, in the opinion of the Purchaser, be necessary or desirable in order that the obligations of the Vendor under such contract may be performed in such manner that the value of such contract shall be preserved and shall enure to the benefit of the Purchaser, and to facilitate the collection of the moneys due and payable and to become due and payable, to the Purchaser in and under any such contract and claim. The Vendor will promptly pay over to the Purchaser all moneys collected by or paid to the Vendor in respect of every such contract, claim or demand.

6.7 Preparation of Documents.

All documents to be delivered pursuant to Sections 6.2 and 6.3, together with all documents contemplated in this Agreement or necessary or desirable in connection with this Agreement, shall be prepared by the solicitors for the Purchaser.

**ARTICLE 7
MISCELLANEOUS**

7.1 Tender

Any tender of documents or money may be made upon the party being tendered or upon its solicitors and money may be tendered by certified cheque or bank draft.

7.2 Liability of Purchaser.

If the Purchaser defaults in the performance of any obligation under this Agreement and such default entitles the Vendor to terminate this Agreement, such right of termination shall be the Vendor's only remedy and the Vendor shall be entitled to retain the Deposit as liquidated damages.

7.3 Relationship of the Parties.

Nothing in this Agreement shall be construed so as to make the Purchaser a partner of the Vendor and nothing in this Agreement shall be construed so as to make the Purchaser an owner of the Lands for any purpose (including the Builders Lien Act), until the Closing

Date. The Vendor shall indemnify and save the Purchaser harmless from and against any and all costs, expenses, damages, claims or liabilities that may be incurred with respect to the Lands prior to the Closing Date and this provision shall survive the Closing Date or other termination of this Agreement.

7.4 Notices

- (a) Addresses for Notice. Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement (a "Notice") shall be in writing and shall be given by personal delivery or written telegraphic or electronic communication which results in a written or printed notice being given to the applicable address set forth below:

- (i) in the case of the Vendor addressed to it at:

Aikins, MacAulay & Thorvaldson LLP
30th Floor, 360 Main Street
Winnipeg, Manitoba R3C 4G1

Attention: Edward L. Warkentin
Fax: 204-957-4293

- (ii) and in the case of the Purchaser addressed to it at:

89 The Queensway West, Suite 400
Mississauga, Ontario L5B 2V2

Attention: President
Fax: 905-848-2869

- (b) Receipt of Notice. Any Notice, if delivered, shall be deemed to have been validly and effectively given and received on the date of delivery. Any notice, if sent by telegraphic or electronic communication, shall be deemed to have been validly and effectively given and received on the date of transmission.
- (c) Change of Address for Notice. By giving to the other party at least 10 days Notice, any party may, at any time and from time to time, change its address for delivery or communication for the purposes of this Section 7.4.

7.5 Commissions.

The Vendor agrees that it is the responsibility of the vendor to pay the real estate commissions, if any, payable in respect of the purchase and sale of the Project and hereby agrees to indemnify the Purchaser in respect of all real estate commissions in connection with this Agreement. The Purchaser represents and warrants to the Vendor that it has used no real estate agent in connection with this Agreement.

7.6 Further Assurances.

Each of the parties shall execute and deliver all such further documents and do such other things as the other party may reasonably request to give full effect to this Agreement.

7.7 Lawyers as Agents.

Notices, approvals, waivers and other documents permitted, required or contemplated by this Agreement may be given or delivered by the parties or by their respective solicitors on their behalf.

7.8 Publicity.

The Vendor agrees not to make any public or other disclosure of this Agreement or the transaction contemplated by this Agreement without the prior written consent of the Purchaser, which consent may be unreasonably withheld.

7.9 Assignment.

The rights of each of the parties hereto are not assignable without the prior written consent of the other party, provided that the Purchaser shall be entitled to assign this Agreement and the benefit of all covenants contained herein and any documents delivered or interests created pursuant to the terms hereof without the consent of the Vendor. Upon any such assignment by the Purchaser and the assignee agreeing with the Vendor to be bound by this Agreement as if it were the original purchaser, the Purchaser shall be released from any and all obligations under this Agreement.

7.10 Non-Merger.

Subject to Paragraphs 3.3 and 4.5 hereof, none of the provisions of this Agreement shall merge in the deed or transfer of the Lands or any other document delivered on the Closing Date and the provisions of this Agreement shall survive the Closing Date.

7.11 Successors and Assigns.

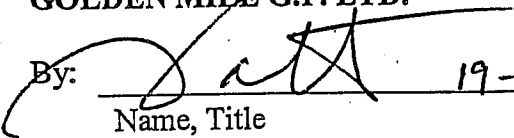
This Agreement shall enure to the benefit of and shall be binding upon the parties, shall be binding upon their respective successors and permitted assigns and shall enure to the benefit of and be enforceable only by such successors and permitted assigns that have succeeded or which have received such assignment in the manner permitted by this Agreement.

7.12 Acceptance.

This Agreement, if not executed by all parties by 5:00 p.m. Toronto Time on December 23, 2003, shall be null and void and of no further force or effect.

IN WITNESS WHEREOF the parties have executed this Agreement.

GOLDEN MILE G.P. LTD.

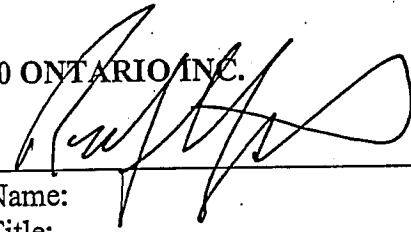
By:  _____

19-12-03

Name, Title

I have authority to bind the Corporation.

1560700 ONTARIO INC.

By:  _____

Name:

Title:

I have authority to bind the Corporation

SCHEDULES

Schedule	A	-	Lands
Schedule	B	-	Leases
Schedule	C	-	Service Contracts
Schedule	D	-	Permitted Encumbrances
Schedule	E	-	Warranties and Guarantees
Schedule	F	-	Tenant Estoppel Certificate
Schedule	G	-	Environmental Matters
Schedule	H	-	Assignment and Assumption Agreement

SCHEDULE A

LANDS

Surface Parcel # 111447839

Reference Land Description: Blk/Par C Plan as AR112 extension

As described on Certificate of Title 00RA22485

SCHEDULE B

LEASES

[Note: Examples of information to be set out for each Lease]:

Unit No.:

Tenant:

Date of
Lease:

Gross Rentable
Area: -

Net Rentable Area:

Monthly Basic Rent:

Percentage Rent:

Net Rent:

Expiry of Term:

Renewal
Options:

Prepaid Rent:

Security Deposits:

Amendments; to Lease:

Inducements:

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LEASE SUMMARY

509 GOLDEN MILE SHOPPING CNT

UNIT# 0004 C.I.B.C.

1404 CIBC C/O O & Y CB
P.O. BOX 109

STORE#

UNIT AREA

4,090.00

COMMERCE COURT POSTAL STATION

DIMENSIONS

.0 X .0

TORONTO, ON M5L 1E2 00000-0000

ATTN: DOCUMENT ADMIN.

PHONE (416) 861-5175 EXT-00000

FAX (416) 861-5209

TENANT INFORMATION - USE - CHARTERED BANK UNDER THE LAWS OF THE DOMINION OF
CANADA - 36(1)
- RELOCATION - N/A

UNIT: INCOME PRODUCING

TENANT: PRIME

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

EXCLUSIVE - NOT LEASE PREMISES TO MORE THAN 1 OTHER BANK OR TRUST CO. OR ANY
OTHER PERSON, FIRM OR CORP. WHICH ACCEPTS DEPOSITS FROM THE PUBLIC
AT THE S.C. AND ANY EXPANSION - #105

LEASE DATE	2/01/2003	EXPIRATION DATE	1/31/2007
COMMENCEMENT DATE	2/01/2003	TERM 4 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	1/15/1978	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	1/15/1978	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	1/15/1978		

LATE CHARGES

TYPE	NONE	CALC. TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	00	FIXED AMOUNT .00
: CALCULATED	00	PERCENTAGE .00%
OUTSTANDING IN EXCESS OF	.00	

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	25.00	8,520.83	M	102,249.96	1/15/1978
PROMO FUND	.02	8.33	M	99.96	1/15/1978
EST - CAM	4.92	1,677.00	M	20,124.00	1/15/1978
REALTY TAX	6.34	2,161.00	M	25,932.00	1/15/1978
TOTALS	36.28	12,367.16		148,405.92	

FIXED BILLING - STORAGE RENT ENDED FEBRUARY 21, 2003

59 GOLDEN MILE SHOPPING CNT

UNIT# 0004 C.I.B.C.

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OPERATING COSTS - DOES NOT PAY MANAGEMENT FEES
- PRO-RATA BASED ON GLA
- NO ADMINISTRATION FEE ON DEPRECIATION
- 5% ADMINISTRATION FEE ON HVAC REPAIRS (33)

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

REAL ESTATE TAXES - PRO-RATA BASED ON GLA
- 15% ADMINISTRATION FEE ON TAXES

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	7-OPTION RENEWAL
ALERT DATE	08/01/2006
EFFECTIVE DATE	01/31/2007
ENDING DATE	00/00/0000
ANNUAL CHARGE	

2-5 YR, RTBN; LANDLORDS STANDARD FORM OF LEASE;
6 MOS.

RENT SCHEDULE NOTE

GENERAL

INTEREST - 2% + PRIME PER ANNUM
TENANT INDUCEMENT - LANDLORD TO INSTALL A NEW HVAC UNIT TO SERVICE THE TENANT'S
PREMISE - \$15,000

509 GOLDEN MILE SHOPPING CNT

UNIT# 0015A THE BROKEN RACK

0965 RACK PACK INVESTMENTS LTD.
15A-3806 ALBERT ST.
REGINA, SK S4S 3R2STORE#
UNIT AREA 7,640.00
DIMENSIONS .0 X .0

00000-0000

ATTN: RICK KRIEGER

PHONE (306)585-6500 EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - LICENSED POOL HALL, RESTAURANT AND ANCILLARY USES
WHICH ARE COMMON TO POOL HALLS, IE. ARCADE GAMES
- RELOCATION AND/OR TERMINATION #44
- LANDLORD TO REPAY UNAMORTIZED PORTION OF TENANT IMPROVEMENT
COSTS
- RADIUS - WITHIN 3 MILES EXCLUDING REGINA MARKET SQUARE

UNIT: INCOME PRODUCING

TENANT: LOCAL

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

EXCLUSIVE - POOL HALL, SPORTS BAR OR SIMILAR USE WITHOUT TENANT CONSENT
EXCLUDING DEPARTMENT STORES, JR. DEPARTMENT STORES, VARIETY STORES,
DRUG STORES, CATALOGUE OR DISTRIBUTION STORES, SUPERMARKETS OR ANY
TENANT IN THE SHOPPING CENTRE AT TIME OF LEASE EXECUTION - #58

LEASE DATE	6/15/1998	EXPIRATION DATE	3/31/2008
COMMENCEMENT DATE	4/01/1998	TERM 10 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	4/01/1998	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	12/01/1998	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	6/01/1998		

LATE CHARGES		PERCENTAGE	CALC. TYPE MONTHLY OUTSTANDING
TYPE		05	FIXED AMOUNT .00
GRACE PERIOD: FIXED		45	PERCENTAGE 2.00%
: CALCULATED		.00	
OUTSTANDING IN EXCESS OF			

LATE CHARGES - OR \$25.00 WHICHEVER IS GREATER

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	14.00	8,913.33	M	106,959.96	12/01/1998
REALTY TAX	1.10	700.00	M	8,400.00	6/01/1998

9 GOLDEN MILE SHOPPING CNT

UNIT# 0015A THE BROKEN RACK

TOTALS	15.09	9,613.33	115,359.96
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FIXED BILLING - RENT FREE PERIOD - NO MINIMUM RENT, % RENT, OR ADDITIONAL RENT
 APRIL & MAY 1998
 - NO MINIMUM RENT, % RENT - JUNE TO NOV 1998

PERCENTAGE RENT GENERAL SALES INFORMATION
 MAJOR DIVISION:

GROUPING:
 CATEGORY:

LEVEL	PERCENT	BREAKPOINT
1ST	6.00%	750,000.00
2ND		
3RD		
4TH		
5TH		
FFSETS/RECAPTURES		NO
CERTIFIED REPORT REQUIRED?		YES

SALES YEAR END	03/31
REPORTING FREQ.	M
SALES REPORT DUE IN	15 DAYS
PAYMENT FREQ.	M
CALCULATION CODE	C
SALES AUDIT ALLOWED?	YES
DATE OF LAST AUDIT	00/00

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	9,589.00
RATIO	.796746
SHOULD CREDIT INVOICE BE PRINTED?	Y

BASE AMOUNT	.00 PSF	.0
BILLING CLASS	A	
CATCH UP?	N	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	7,640.00	
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

REAL ESTATE TAXES - BASE YEAR = 1998
 - TENANT PAYS 50% OVER BASE YEAR IF SALES ARE GREATER THAN \$800,000
 - TENANT PAYS 100% OVER BASE YEAR IF SALES ARE GREATER THAN \$900,000

509 GOLDEN MILE SHOPPING CNT

UNIT# 0015A THE BROKEN RACK

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	7-OPTION RENEWAL	
ALERT DATE	10/01/2007	
EFFECTIVE DATE	03/31/2008	2-5 YR PERIODS, RTBN BUT CAPPED AT CPI (#4A),
ENDING DATE	00/00/0000	6 MONTHS NOTICE
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)
TENANT ALLOWANCE - \$5.00 PSF - UNAMORTIZED PORTION REFUNDED IF LEASE IS
TERMINATED - #61

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LEASE SUMMARY

09 GOLDEN MILE SHOPPING CNT

UNIT# 0015E GOLDEN MILE BEAUTY SALON

150 KENNY LEUNG & LAURA LEUNG
15E-3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 780.00
DIMENSIONS .0 X .0

00000-0000

TTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - OPERATION OF BEAUTY SALON AND RETAIL SALE OF BEAUTY PRODUCTS AND ACCESSORIES.

- RELOCATION - #44
- OPTION TO TERMINATE - UPON PERMANENT DISABILITY OR DEATH OF EITHER KENNY LEUNG OR LAURA LEUNG AND UPON 90 DAYS WRITTEN CONFIRMATION FROM THEIR MEDICAL DOCTOR - #59
- HOURS OF BUSINESS - TENANT SHALL NOT BE REQUIRED TO KEEP NORMAL SHOPPING CENTRE HOURS - #22(d)
- ADDITIONAL MINIMUM ANNUAL RENT - #23 - DELETED

UNIT: INCOME PRODUCING

TENANT: LOCAL

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	8/01/2002	EXPIRATION DATE	8/31/2005
COMMENCEMENT DATE	9/01/2002	TERM 3 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	9/01/2002	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	9/01/2002	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	9/01/2002		

LATE CHARGES		CALC. TYPE MONTHLY OUTSTANDING
TYPE	PERCENTAGE	
GRACE PERIOD: FIXED	05	FIXED AMOUNT .00
: CALCULATED	10	PERCENTAGE 2.00%
OUTSTANDING IN EXCESS OF	.00	

LATE CHARGES - \$25.00 OR 2% OF MINIMUM RENT WHICHEVER IS GREATER - 35(d)

FIXED CHARGES	PER	PERIOD	FREQ.	ANNUAL	CHARGE
	SQ.FT.	CHARGE	OF CHG.	CHARGE	BEGINS
BASE RENT	30.00	1,950.00	M	23,400.00	9/01/2002
TOTALS	30.00	1,950.00		23,400.00	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0015E GOLDEN MILE BEAUTY SALON

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 9 OTHER

GROUPING:
CATEGORY: T01 BEAUTY

LEVEL	PERCENT	BREAKPOINT
1ST	.00%	.00
2ND		
3RD		
4TH		
5TH		

SALES YEAR END	08/31
REPORTING FREQ.	M
SALES REPORT DUE IN	15 DAYS
PAYMENT FREQ.	N
CALCULATION CODE	
SALES AUDIT ALLOWED?	YES
DATE OF LAST AUDIT	00/00

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OPERATING COSTS - TENANT SHALL PAY ITS PROPORTIONATE SHARE OF UTILITY COSTS.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	7-OPTION RENEWAL
ALERT DATE	03/01/2005
EFFECTIVE DATE	08/31/2005
ENDING DATE	00/00/0000
ANNUAL CHARGE	

1 - 2 YEAR, RTBN BUT NOT < \$30 PSF GROSS, 6 MONTHS NOTICE

RENT SCHEDULE NOTE

GENERAL

INTEREST - 3% OVER PRIME ANNUALLY - 35(d)
LANDLORD WORK - \$19,500

509 GOLDEN MILE SHOPPING CNT

UNIT# 0016B SHOE WAREHOUSE

7231 STERLING SHOES INC.
2580 VISCOUNT WAY
RICHMOND BC
V6V 1N1

STORE#
UNIT AREA 3,702.00
DIMENSIONS .0 X .0

00000-0000

ATTN: PRESIDENT/VP FINANCE
PHONE (000) EXT-00000

FAX (000)000-0000

- TENANT INFORMATION - USE - RETAIL SALE OF MEN'S, WOMEN'S AND CHILDREN'S SHOES OF ALL VARIETIES AND AS ANCILLARY, RETAIL SALE OF WALLETS, HANDBAGS AND LUGGAGE (2).
- RADIUS - 2K (18(a)).
 - REDUCED RENT - IN THE EVENT WINNERS HAS NOT OPENED BY APRIL 15, 2002 AND TENANT'S GROSS SALES ARE LESS THAN \$41,500/MONTH, RENT SHALL BE REDUCED TO 3% OF GROSS SALES UNTIL DECEMBER 31, 2002 (64).
 - OPTION TO TERMINATE - LANDLORD - AT ANY TIME AFTER WINNERS HAS BEEN OPEN FOR BUSINESS FOR 2 YEARS, UPON 60 DAYS WRITTEN NOTICE SHOULD ANNUAL SALES IN PRECEDING 12 MONTHS BE LESS THAN \$500,000 (61).
 - OPTION TO TERMINATE - TENANT - A) AFTER AUGUST 2003, IF SALES LESS THAN \$700,000; 60 DAYS NOTICE.
B) IF WINNERS OR EXTRA FOODS CLOSE; 60 DAYS NOTICE.
C) AT ANY TIME AFTER DECEMBER, 2002 IF WINNERS DOES NOT OPEN (62).
 - ADDITIONAL MINIMUM RENT (23) DELETED.
 - RELOCATION (33) DELETED.
 - REPAIRS - LANDLORD SHALL KEEP IN FIRST CLASS ORDER & CONDITION THE PREMISES INCLUDING PLATE GLASS, FLOORS AND STOREFRONT OF THE PREMISES & LL SHALL PROMPTLY MAKE ALL NEEDED REPAIRS & REPLACEMENTS (20(a)).

UNIT: INCOME PRODUCING

TENANT: PRIME

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

EXCLUSIVE - DISCOUNT SHOE STORE, EXCLUDING DEPARTMENT STORE, SUPERMARKET AND LEASED PREMISES (59).

LEASE DATE	8/01/2001	EXPIRATION DATE	7/31/2011
COMMENCEMENT DATE	8/01/2001	TERM 10 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	11/01/2001	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	11/01/2001	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	11/01/2001		

509 GOLDEN MILE SHOPPING CNT

UNIT# 0016B SHOE WAREHOUSE

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF 2% or \$25.00 - #35(d)

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	.00	.00	M	.00	11/01/2001
TOTALS	.00	.00		.00	

PERCENTAGE RENT GENERAL SALES INFORMATION

MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:

CATEGORY: E01 FAMILY SHOES

LEVEL	PERCENT	BREAKPOINT	NB	SALES YEAR END	07/31
1ST	10.00%	.00		REPORTING FREQ.	M
2ND				SALES REPORT DUE IN	15 DAYS
3RD				PAYMENT FREQ.	M
4TH				CALCULATION CODE	R
5TH				SALES AUDIT ALLOWED?	YES
OFFSETS/RECAPTURES		NO		DATE OF LAST AUDIT	00/00
CERTIFIED REPORT REQUIRED?	YES				

PERCENTAGE RENT - 6% OF GROSS SALES FROM NOV 1'01 UNTIL WINNERS OPENS,
THEREAFTER, 10% OF GROSS SALES PER LEASE YEAR (5(a)).
- PERCENTAGE RENT CONCESSION - NOVEMBER 1, 2002 - FEBRUARY 28,
2003 TENANT PAYS 6% OF GROSS SALES (CORRESPONDENCE 10/08/02)

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

09 GOLDEN MILE SHOPPING CNT

UNIT# 0016B SHOE WAREHOUSE

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE 9-MISCELLANEOUS
ALERT DATE 09/01/2004
EFFECTIVE DATE 07/31/2004
ENDING DATE 00/00/0000
ANNUAL CHARGE

IF AUGUST 2003 - JULY 2004 GROSS SALES <
\$700,000 TENANT HAS OPTION TO TERMINATE,
60 DAYS NOTICE.

EVENT TYPE 9-MISCELLANEOUS
ALERT DATE 12/01/2005
EFFECTIVE DATE 10/31/2005
ENDING DATE 00/00/0000
ANNUAL CHARGE

IF NOVEMBER 2004 - OCTOBER 2005 GROSS SALES <
\$500,000 LANDLORD HAS OPTION TO TERMINATE,
60 DAYS NOTICE.

EVENT TYPE 7-OPTION RENEWAL
ALERT DATE 02/01/2011
EFFECTIVE DATE 07/31/2011
ENDING DATE 00/00/0000
ANNUAL CHARGE

2-5 YR; RTBN; 6 MOS.

RENT SCHEDULE NOTE

GENERAL

INTEREST - 3% + PRIME ANNUALLY; #35(d)

TENANT ALLOWANCE - \$5.00 PSF (\$18,510) IN CASH AFTER OPENING FOR BUSINESS
- \$7.00 PSF (\$25,914) TO BE APPLIED AGAINST RENT AFTER TENANT
PROVIDES PROOF OF INSURANCE AND A STATUTORY DECLARATION
THERE ARE NO LIENS AND ALL SUB TRADES HAVE BEEN PAID
- IN THE EVENT THE TENANT EXERCISES OPTION TO TERMINATE,
TENANT WILL PAY UNAMORTIZED CASH TENANT ALLOWANCE TO
THE LANDLORD (UNAMORTIZATION PORTION IS ON STRAIGHT LINE
BASIS OVER 60 MONTHS)
- IF WINNERS DOES NOT OPEN OR OPENS AND THEN CLOSSES FOR ANY
REASON, THE CASH TENANT ALLOWANCE WILL NOT BE REPAYED. - #63

509 GOLDEN MILE SHOPPING CNT

UNIT# 0016C BIRD FILMS

0657 BIRD FILMS CO. LTD.
16C - 3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 1,000.00
DIMENSIONS .0 X .0

00000-0000

ATTN:

PHONE (000)

EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL AND COMMERCIAL SALE OF PHOTOGRAPHIC EQUIPMENT AND SUPPLIES (2).

- RELOCATION - 44 - DELETED

- ADDITIONAL MINIMUM RENT - 23 - DELETED

UNIT: INCOME PRODUCING

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

TENANT: LOCAL

EXCLUSIVE - THE LANDLORD SHALL NOT PERMIT NEW TENANTS TO INSTALL PHOTO-FINISHING EQUIPMENT. EXISTING TENANTS SUCH AS EXTRA FOODS AND SHOPPERS DRUG MART ARE PERMITTED UNDER THEIR LEASE TO DO PHOTO-FINISHING. IF SHOPPERS DRUG MART INSTALLS A PHOTO-FINISHING LAB, THE MONTH IMMEDIATELY FOLLOWING INSTALLATION AND FOR THE DURATION OF LEASE, THE MINIMUM RENT WILL BE REDUCED TO \$18.00 PSF NET PER ANNUM - #59

LEASE DATE 8/01/2002

COMMENCEMENT DATE 8/01/2002

MOVE IN/OPEN DATE 8/01/2002

DATE BASE RENT BEGINS 9/01/2002

DATE OTHER CHARGES BEGIN 9/01/2002

EXPIRATION DATE 3/31/2006

TERM 3 YEARS 08 MONTHS

SECURITY DEPOSIT .00

SECURITY DEPOSIT DATE 0/00/0000

LATE CHARGES

TYPE PERCENTAGE CALC.TYPE MONTHLY OUTSTANDING

GRACE PERIOD: FIXED 10 FIXED AMOUNT .00

: CALCULATED 10 PERCENTAGE 2.00%

OUTSTANDING IN EXCESS OF .00

LATE CHARGES - GREATER OF \$25 OR 2% - 35(d)

FIXED CHARGES

PER SQ.FT. PERIOD CHARGE FREQ. OF CHG. ANNUAL CHARGE CHARGE BEGINS

BASE RENT 18.00 1,500.00 M 18,000.00 9/01/2002

PROMO FUND 1.10 91.77 M 1,101.24 9/01/2002

SEAS DECOR .26 21.65 M 259.80 9/01/2002

LSR010 12/12/2003 16:41:54

LEASE SUMMARY

09	GOLDEN MILE SHOPPING CNT		UNIT# 0016C	BIRD FILMS	
ST - CAM	6.40	533.00	M	6,396.00	9/01/2002
EALTY TAX	8.40	700.00	M	8,400.00	9/01/2002
	-----	-----		-----	
TOTALS	34.15	2,846.42		34,157.04	

FIXED BILLING - RENTAL ABATEMENT - AUGUST 2002 - NO MINIMUM AND ADDITIONAL RENT 5(a)(ii).

- PROMO AND SEASONAL DECOR DUES ARE SUBJECT TO ANNUAL CPI INCREASES.

- RENTAL CREDIT OF \$17,149.50 PLUS GST GRANTED MAY, 2003 TO OFFSET LOSS OF PROFITS ASSOCIATED WITH RELOCATION.

PERCENTAGE RENT GENERAL SALES INFORMATION

MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:

CATEGORY: T07 PHOTOGRAPHER

LEVEL	PERCENT	BREAKPOINT
1ST	.00%	.00
2ND		
3RD		
4TH		
5TH		

SALES YEAR END	03/31
REPORTING FREQ.	M
SALES REPORT DUE IN	15 DAYS
PAYMENT FREQ.	N
CALCULATION CODE	
SALES AUDIT ALLOWED?	YES
DATE OF LAST AUDIT	00/00

OFFSETS/RECAPTURES NO

CERTIFIED REPORT REQUIRED? YES

CAM INFORMATION

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
RESERVE PERCENTAGE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	109,842.28
RATIO	.009104
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	.00	PSF	.0
BILLING CLASS	A		
CATCH UP?	Y		
INCREASE PERCENT.	.000%		
MAXIMUM CHARGE	.00		
ROOM SQ.FT.	1,000.00		
DENOMINATOR BASED ON LEASABLE			
NO LESS THAN 00% OF GLA			

OPERATING COSTS - ANY SPECIAL/SEPARATE/ADDITIONAL HEATING SYSTEMS/CAPACITIES/AIR-CONDITIONING SYSTEMS REQUIRED IN ADDITION TO THE STANDARD SYSTEM PROVIDED BY LANDLORD WILL BE INSTALLED AND MAINTAIN AT THE LANDLORD'S EXPENSE - #13(C)

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

LSR010 12/12/2003 16:41:54

LEASE SUMMARY

509 GOLDEN MILE SHOPPING CNT

UNIT# 0016C BIRD FILMS

REAL ESTATE TAX INFORMATION

0000
BASE YEAR A
BILLING FREQ. .000%
ADMINISTRATIVE FEE .00
MINIMUM CHARGE 119,430.98
BUILDING SQ.FT. .008373
RATIO
SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF .0
RESPONSIBLE FOR AB
CATCH UP? N
MAXIMUM CHARGE .00
ROOM SQ.FT. 1,000.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON PROPERTY TAXES (7.2(d)).

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE 9-MISCELLANEOUS
ALERT DATE 03/01/2004
EFFECTIVE DATE 01/01/2004 ADJUST PROMO AND SEASONAL DECOR DUES PER CPI
ENDING DATE 00/00/0000
ANNUAL CHARGE

EVENT TYPE 1-rent increase 605000 RENT
ALERT DATE 02/01/2005
EFFECTIVE DATE 04/01/2005 \$20.00 PSF; \$1,666.67/MONTH
ENDING DATE 00/00/0000
ANNUAL CHARGE 20,000.00

EVENT TYPE 7-OPTION RENEWAL
ALERT DATE 10/01/2005
EFFECTIVE DATE 03/31/2006 1-5 YR; RTBN NOT < \$18.00 PSF; 6 MOS.
ENDING DATE 00/00/0000
ANNUAL CHARGE

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME + 3% - 35(d)
LANDLORD'S WORK - \$25,000
ADVERTISING SIGN - TENANT WILL BE PROVIDED WITH AN ILLUMINATED MALL SIGN TO BE PLACED ON OUTSIDE MALL FACADE FACING EAST AND VISIBLE TO ALBERT STREET AND CLOSE AS PHYSICALLY POSSIBLE TO EXISTING CORNER ENTRANCE WHERE MAIN ACCESS TO WINNERS WILL BE. COST AND INSTALLATION OF SIGN WILL BE SHARED 50/50 - 22(a)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0017A CHATTERS

90 CHATTERS HANEY PLACE LTD.
17A - 3806 ALBERT STREET
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 1,100.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (604)456-7718 EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF BEAUTY AIDS, BODY CARE PRODUCTS AND
THE OPERATION OF A COMPLETE HAIR AND SKIN CARE
SALON (2).

- RELOCATION (44).

- ADDITIONAL MINIMUM ANNUAL RENT (23) DELETED.

UNIT: INCOME PRODUCING

TENANT: LOCAL

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	8/01/2002	EXPIRATION DATE	7/31/2012
COMMENCEMENT DATE	8/01/2002	TERM 10 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	8/01/2002	SECURITY DEPOSIT	2,544.75
DATE BASE RENT BEGINS	11/01/2002	SECURITY DEPOSIT DATE	7/01/2012
DATE OTHER CHARGES BEGIN	11/01/2002		

LATE CHARGES

TYPE
GRACE PERIOD: FIXED
CALCULATED
OUTSTANDING IN EXCESS OF

PERCENTAGE
10
10
.00

CALC. TYPE MONTHLY OUTSTANDING
FIXED AMOUNT .00
PERCENTAGE 2.00%

LATE CHARGES - GREATER OF 2% OR \$25.00 - #35(d)

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	16.00	1,466.67	M	17,600.04	11/01/2002
PROMO FUND	1.56	142.85	M	1,714.20	11/01/2002
SEAS DECOR	.26	23.81	M	285.72	11/01/2002
EST - CAM	6.19	567.00	M	6,804.00	11/01/2002
REALTY TAX	8.91	817.00	M	9,804.00	11/01/2002
TOTALS	32.91	3,017.33		36,207.96	

FIXED BILLING - AUGUST TO OCTOBER, 2002: MINIMUM & ADDITIONAL RENT-FREE

509 GOLDEN MILE SHOPPING CNT

UNIT# 0017A CHATTERS

PERIOD (5(a)(iii)).

NOVEMBER TO JANUARY, 2003: MINIMUM & ADDITIONAL RENT-FREE.

- SALES PROMOTION AND SEASONAL DECORATION - ADJUSTED ANNUALLY FOR CPI INCREASE IN JANUARY (CPI = CITY OF REGINA) (15(a)(d)).

CAM INFORMATION

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
RESERVE PERCENTAGE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	109,842.28
RATIO	.010014
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	.00 PSF	.0
BILLING CLASS	A	
CATCH UP?	N	
INCREASE PERCENT.	.000%	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	1,100.00	
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

- OPERATING COSTS - CAM EXCLUDES CAPITAL COSTS AND SHOPPING CENTRE STRUCTURE REPAIR AND REPLACEMENT COSTS.
- NO ADMINISTRATION FEE ON MANAGEMENT FEES

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	119,430.98
RATIO	.009210
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	.00 PSF	
RESPONSIBLE FOR	AB	
CATCH UP?	N	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	1,100.00	
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON TAXES

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	9-MISCELLANEOUS
ALERT DATE	03/01/2004
EFFECTIVE DATE	01/01/2004
ENDING DATE	00/00/0000
ANNUAL CHARGE	

ADJUST PROMOTION FUND AND SEASONAL DECORATION
PER CPI RETRO-ACTIVE TO JANUARY. JANUARY = ()
BASE.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0017A CHATTERS

1 INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	1-rent increase	605000 RENT
START DATE	06/01/2007	
EFFECTIVE DATE	08/01/2007	\$1,650.00 PER MONTH; \$18.00 PSF.
ENDING DATE	00/00/0000	
ANNUAL CHARGE	19,800.00	

EVENT TYPE	6-LEASE EXPIRY	
START DATE	02/01/2012	
EFFECTIVE DATE	07/31/2012	OTR - NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% ANNUALLY (35(d)).

TENANT ALLOWANCE - \$27,500.00 PLUS GST (\$25.00 PSF)

- 10% HOLDBACK PAYABLE AFTER 45 DAYS AFTER OPENING FOR BUSINESS

LEASE SUMMARY

LSR010 12/12/2003 16:41:54

509 GOLDEN MILE SHOPPING CNT UNIT# 0019 BONNIE'S OF COURSE

0917 BONNIE'S OF COURSE BOUTIQUE
 19-3806 ALBERT ST.
 REGINA, SK
 S4S 3R2

STORE#
 UNIT AREA 1,200.00
 DIMENSIONS .0 X .0

00000-0000

ATTN:
 PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF HIGH-END LADIES WEAR AND DIRECTLY
 RELATED ACCESSORIES (2).
 - RELOCATION - #44
 - ADDITIONAL MINIMUM RENT - 23 - DELETED.
 - OPTION TO TERMINATE - UPON DEATH OF EITHER BONNIE
 SCHWEITZER OR AL SCHWEITZER; 6 MOS;
 (60).

UNIT: INCOME PRODUCING

TENANT: LOCAL

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE
 DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	8/01/2002	EXPIRATION DATE	7/31/2007
COMMENCEMENT DATE	8/01/2002	TERM 5 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	8/01/2002	SECURITY DEPOSIT	2,558.68
DATE BASE RENT BEGINS	9/01/2002	SECURITY DEPOSIT DATE	7/01/2007
DATE OTHER CHARGES BEGIN	8/01/2002		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT .00
: CALCULATED	10	PERCENTAGE 2.00%
OUTSTANDING IN EXCESS OF	.00	

LATE CHARGES - GREATER OF \$25 OR 2% - 35(d)

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	16.00	1,600.00	M	19,200.00	9/01/2002
PROMO FUND	1.56	155.83	M	1,869.96	8/01/2002
SEAS DECOR	.26	25.97	M	311.64	8/01/2002
EST - CAM	6.40	640.00	M	7,680.00	8/01/2002
REALTY TAX	8.40	840.00	M	10,080.00	8/01/2002
TOTALS	32.61	3,261.80		39,141.60	

09 GOLDEN MILE SHOPPING CNT

UNIT# 0019 BONNIE'S OF COURSE

FIXED BILLING - AUGUST 2002 IS MINIMUM AND PERCENTAGE RENT FREE PERIOD 5(a)(iii)
 - PROMO AND SEASONAL DECOR DUES ARE SUBJECT TO ANNUAL CPI INCREASE

PERCENTAGE RENT GENERAL SALES INFORMATION
 MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:
 CATEGORY: D02 LADIES READY TO WEAR

LEVEL	PERCENT	BREAKPOINT	NB	SALES YEAR END	07/31
1ST	4.00%	480,000.00		REPORTING FREQ.	M
2ND				SALES REPORT DUE IN	15 DAYS
3RD				PAYMENT FREQ.	M
4TH				CALCULATION CODE	C
5TH				SALES AUDIT ALLOWED?	YES
OFFSETS/RECAPTURES		NO		DATE OF LAST AUDIT	00/00
CERTIFIED REPORT REQUIRED?	YES				

CAM INFORMATION			BASE AMOUNT	.00 PSF	.0
BASE YEAR	0000		BILLING CLASS	A	
BILLING FREQ.	A		CATCH UP?	Y	
ADMINISTRATIVE FEE	.000%		INCREASE PERCENT.	.000%	
RESERVE PERCENTAGE	.000%		MAXIMUM CHARGE	.00	
MINIMUM CHARGE	.00		ROOM SQ.FT.	1,200.00	
BUILDING SQ.FT.	109,842.28		DENOMINATOR BASED ON LEASABLE		
RATIO	.010925		NO LESS THAN 00% OF GLA		
SHOULD CREDIT INVOICE BE PRINTED?	Y				

OPERATING COSTS - CAM DOES NOT INCLUDE CAPITAL COSTS

OTHER MAINTENANCE
 TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION			BASE AMOUNT	.00 PSF	.0
BASE YEAR	0000		RESPONSIBLE FOR	AB	
BILLING FREQ.	A		CATCH UP?	N	
ADMINISTRATIVE FEE	.000%		MAXIMUM CHARGE	.00	
MINIMUM CHARGE	.00		ROOM SQ.FT.	1,200.00	
BUILDING SQ.FT.	119,430.98		DENOMINATOR BASED ON LEASABLE		
RATIO	.010048		NO LESS THAN 00% OF GLA		
SHOULD CREDIT INVOICE BE PRINTED?	Y				

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON PROPERTY TAXES (7.2 (d)).

509 GOLDEN MILE SHOPPING CNT

UNIT# 0019

BONNIE'S OF COURSE

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE 9-MISCELLANEOUS
ALERT DATE 03/01/2004
EFFECTIVE DATE 01/01/2004
ENDING DATE 00/00/0000
ANNUAL CHARGE

ADJUST PROMO AND SEASONAL DECOR DUES PER CPI

EVENT TYPE 1-rent increase
ALERT DATE 06/01/2005
EFFECTIVE DATE 08/01/2005
ENDING DATE 00/00/0000
ANNUAL CHARGE 20,400.00

605000 RENT

\$17.00 PSF; \$1,700.00/MONTH

EVENT TYPE 7-OPTION RENEWAL
ALERT DATE 02/01/2007
EFFECTIVE DATE 07/31/2007
ENDING DATE 00/00/0000
ANNUAL CHARGE

1-5 YR; RTBN NOT < \$17.00 + %R; 6 MOS.

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME + 3% - 35(d)

LANDLORD'S WORK - \$30,000

- LANDLORD TO SUPPLY SEPARATE GAS AND POWER METERS 14(d)

09 GOLDEN MILE SHOPPING CNT

UNIT# 0019A ELIZABETH'S HOSIERY & LINGERIE

605 ELIZABETH'S HOUSE OF HOSIERY
19A-3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 1,100.00
DIMENSIONS .0 X .0

00000-0000

TTN: COWEN/MICKLEBOROUGH
PHONE (000) EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF LINGERIE, HOSIERY AND RELATED
ACCESSORIES, LEISURE WEAR BY WAY OF EXAMPLE, PYJAMAS,
HOUSE COATS, BATHING SUITS AND DIRECTLY RELATED
CASUAL WEAR

- RELOCATION - #44
- OPTION TO TERMINATE - TENANT - 60 DAYS NOTICE, IF GROSS
SALES < \$180 PSF IN ANY CONSECUTIVE 6 MONTH PERIOD
FOR A MINIMUM PERIOD OF 3 CONSECUTIVE MONTHS. TENANT
WILL PAY UNAMORTIZED PORTION OF THE TENANT ALLOWANCE
BASED ON A 5 YEAR TERM
 - TENANT - ONE TIME RIGHT UPON 30 DAYS
NOTICE, IF ANY ENTERTAINMENT USE (AS DEFINED UNDER
'EXCLUSIVE') IS LEASED IN THE MAIN CORRIDOR. TENANT
WILL NOT BE REQUIRED TO REIMBURSE THE LANDLORD ANY
PORTION OF TENANT ALLOWANCE - #61
- INDEMNIFIER - BONNIE COWEN AND DARLENE MICKLEBOROUGH
ADDRESS ABOVE
- ADDITIONAL MINIMUM RENT - DELETED - #23

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? YES

TENANT: LOCAL

- EXCLUSIVE - LANDLORD SHALL NOT LEASE ANY OTHER PREMISES EXCEPT WINNERS,
LIQUIDATION WORLD, SUPERMARKET, WHOSE PRINCIPAL BUSINESS IS THE
BUSINESS OF LINGERIE, HOSIERY AND RELATED ACCESSORIES. - #59
- ENTERTAINMENT USE - TENANT MAY TERMINATE IF LANDLORD LEASES TO A
POOL HALL, RESTAURANT WITH LIVE ENTERTAINMENT, PUB OR OTHER
ESTABLISHMENT WHOSE MAIN BUSINESS IS SALE OF ALCOHOLIC BEVERAGES.
- #61

LEASE DATE
COMMENCEMENT DATE
MOVE IN/OPEN DATE
DATE BASE RENT BEGINS
DATE OTHER CHARGES BEGIN

8/01/2002
8/01/2002
8/01/2002
8/01/2002
8/01/2002

EXPIRATION DATE 7/31/2007
TERM 5 YEARS 00 MONTHS
SECURITY DEPOSIT 1,250.00
SECURITY DEPOSIT DATE 7/01/2007

509 GOLDEN MILE SHOPPING CNT

UNIT# 0019A ELIZABETH'S HOSIERY & LINGERI

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF \$25 OR 2% - 35(d)

FIXED CHARGES

	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	14.50	1,329.17	M	15,950.04	8/01/2002
PROMO FUND	2.31	212.11	M	2,545.32	8/01/2002
SEAS DECOR	.26	23.81	M	285.72	8/01/2002
EST - CAM	6.40	587.00	M	7,044.00	8/01/2002
REALTY TAX	8.40	770.00	M	9,240.00	8/01/2002
TOTALS	31.87	2,922.09		35,065.08	

FIXED BILLING - PROMO DUES CONSISTS OF \$800 ANNUAL CONTRIBUTION (PAID MONTHLY) PLUS \$1.50 PSF.
 - PROMO AND SEASONAL DECOR DUES ARE SUBJECT TO ANNUAL CPI INCREASE

PERCENTAGE RENT GENERAL SALES INFORMATION
 MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:
 CATEGORY: D14 SPECIAL APPAREL

LEVEL	PERCENT	BREAKPOINT
1ST	.00%	.00
2ND		
3RD		
4TH		
5TH		

OFFSETS/RECAPTURES NO
 CERTIFIED REPORT REQUIRED? YES

SALES YEAR END	07/31
REPORTING FREQ.	M
SALES REPORT DUE IN	10 DAYS
PAYMENT FREQ.	N
CALCULATION CODE	
SALES AUDIT ALLOWED?	YES
DATE OF LAST AUDIT	00/00

PERCENTAGE RENT - TENANT PAYS PERCENTAGE RENT COMMENCING AUGUST 1, 2004 AT 5% IN EXCESS OF MINIMUM RENT

09 GOLDEN MILE SHOPPING CNT

UNIT# 0019A ELIZABETH'S HOSIERY & LINGERIE

AM INFORMATION

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
RESERVE PERCENTAGE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	109,842.28
RATIO	.010014
SHOULD CREDIT INVOICE BE PRINTED?	Y

BASE AMOUNT	.00 PSF	.0
BILLING CLASS	A	
CATCH UP?	N	
INCREASE PERCENT.	.000%	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	1,100.00	
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	119,430.98
RATIO	.009210
SHOULD CREDIT INVOICE BE PRINTED?	Y

BASE AMOUNT	.00 PSF	.0
RESPONSIBLE FOR	AB	
CATCH UP?	N	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	1,100.00	
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	9-MISCELLANEOUS
ALERT DATE	03/01/2004
EFFECTIVE DATE	01/01/2004
ENDING DATE	00/00/0000
ANNUAL CHARGE	

ADJUST PROMO AND SEASONAL DECOR DUES PER CPI

EVENT TYPE	9-MISCELLANEOUS
ALERT DATE	06/01/2004
EFFECTIVE DATE	08/01/2004
ENDING DATE	00/00/0000
ANNUAL CHARGE	

TENANT COMMENCES PAYING PERCENTAGE RENT AT 5%

EVENT TYPE	7-OPTION RENEWAL
ALERT DATE	02/01/2007
EFFECTIVE DATE	07/31/2007
ENDING DATE	00/00/0000
ANNUAL CHARGE	

1-5 YEAR; RTBN NOT < \$14.50 PSF; 6 MONTHS
NOTICE---
RENT SCHEDULE NOTE

509 GOLDEN MILE SHOPPING CNT

UNIT# 0019A ELIZABETH'S HOSIERY & LINGERIE

GENERAL

INTEREST - PRIME + 3% - 35(d)

TENANT ALLOWANCE - \$27,500 INCLUDES GST (\$25.00 PSF)

LSR010 12/12/2003 16:41:54

LEASE SUMMARY

399 GOLDEN MILE SHOPPING CNT

UNIT# 0020 HAROLD'S

23 MORTON'S REGINA LTD.
 3938 ALBERT STREET
 REGINA, SK S4S 3R1

STORE#
 UNIT AREA 4,653.00
 DIMENSIONS .0 X .0

00000-0000

ATTN: PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - FIRST CLASS STORE FOR THE RETAIL SALE OF WOMEN'S
 READY-TO-WEAR CLOTHING, FUR COATS, JACKETS, HATS &
 DIRECTLY RELATED WOMEN'S FASHION ACCESSORIES.

- RELOCATION - DELETED - #44
- ADDITIONAL MINIMUM RENT - DELETED - #32
- OPTION TO TERMINATE - SHOULD BERNIE OR SUSANNA MOSS DIE,
 UPON 6 MONTHS NOTICE.

UNIT: INCOME PRODUCING

TENANT: LOCAL

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE
 DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	2/01/2001	EXPIRATION DATE	1/31/2006
COMMENCEMENT DATE	2/01/2001	TERM	5 YEARS 00 MONTHS
MOVE IN/OPEN DATE	8/01/1988	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	2/01/1996	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	2/02/1996		

LATE CHARGES

TYPE NONE
 GRACE PERIOD: FIXED 00
 : CALCULATED 00
 OUTSTANDING IN EXCESS OF .00

CALC. TYPE MONTHLY OUTSTANDING
 FIXED AMOUNT .00
 PERCENTAGE .00%

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	10.00	3,877.50	M	46,530.00	2/01/1996
PROMO FUND	.50	193.88	M	2,326.56	2/02/1996
EST - CAM	5.90	2,288.00	M	27,456.00	2/02/1996
REALTY TAX	9.22	3,575.00	M	42,900.00	2/02/1996
TOTALS	25.62	9,934.38		119,212.56	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0020 HAROLD'S

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:

CATEGORY: D02 LADIES READY TO WEAR

LEVEL PERCENT BREAKPOINT
1ST 6.00% 775,500.00
2ND
3RD
4TH
5TH

NB SALES YEAR END 01/31
REPORTING FREQ. M
SALES REPORT DUE IN 15 DAYS
PAYMENT FREQ. M
CALCULATION CODE R
SALES AUDIT ALLOWED? YES
DATE OF LAST AUDIT 00/00

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

CAM INFORMATION

BASE YEAR 0000
BILLING FREQ. A
ADMINISTRATIVE FEE .000%
RESERVE PERCENTAGE .000%
MINIMUM CHARGE .00
BUILDING SQ.FT. 109,842.28
RATIO .042361
SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF
BILLING CLASS A
CATCH UP? N
INCREASE PERCENT. .000%
MAXIMUM CHARGE .00
ROOM SQ.FT. 4,653.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

BASE YEAR 0000
BILLING FREQ. A
ADMINISTRATIVE FEE .000%
MINIMUM CHARGE .00
BUILDING SQ.FT. 119,430.98
RATIO .038960
SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF
RESPONSIBLE FOR AB
CATCH UP? N
MAXIMUM CHARGE .00
ROOM SQ.FT. 4,653.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE 6-LEASE EXPIRY
ALERT DATE 08/01/2005
EFFECTIVE DATE 01/31/2006 OTR - NIL
ENDING DATE 00/00/0000
ANNUAL CHARGE

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LEASE SUMMARY

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09 GOLDEN MILE SHOPPING CNT

UNIT# 0020 HAROLD'S

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% ANNUALLY - 35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0021 LONEY'S GOLF SHOP (TOA)

4668 LONEY'S GOLF SHOP
#65-3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 1,735.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF GOLF ACCESSORIES, FASHIONS AND
EQUIPMENT (TOA(3)).
- OPTION TO TERMINATE - LANDLORD UPON 30 DAYS NOTICE
(TOA(11)).
- TENANT RELOCATED FROM UNIT #65 AS OF 10/18/03.

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: MONTH TO MONTH
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	10/01/2003	EXPIRATION DATE	/00/0000
COMMENCEMENT DATE	10/15/2003	TERM	YEARS 00 MONTHS
MOVE IN/OPEN DATE	10/01/1998	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	10/01/1998	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	10/01/1998		

LATE CHARGES

TYPE	NONE	CALC.TYPE MONTHLY OUTSTANDING	
GRACE PERIOD: FIXED	00	FIXED AMOUNT	.00
: CALCULATED	00	PERCENTAGE	.00%
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	.00	.00	M	.00	10/01/1998
TOTALS	.00	.00		.00	

09 GOLDEN MILE SHOPPING CNT

UNIT# 0021 LONEY'S GOLF SHOP (TOA)

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 2 SPECIALTY STOREGROUPING:
CATEGORY: M01 SPORTING GOODSLEVEL PERCENT BREAKPOINT
1ST 4.00% .00

NB

SALES YEAR END 09/30
REPORTING FREQ. M
SALES REPORT DUE IN 30 DAYS
PAYMENT FREQ. M
CALCULATION CODE C
SALES AUDIT ALLOWED? YES
DATE OF LAST AUDIT 00/00OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0024 CAA TRAVEL

6885 SASKATCHEWAN MOTOR CLUB
24-3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 2,559.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - THE OPERATION OF A MOTOR CLUB AND TRAVEL AGENCY, AND RELATED SERVICES, INCLUDING A GENERAL INSURANCE BUSINESS AS WELL AS THE RETAIL SALE OF LUGGAGE, PURSES, WALLETTS, MONEY BELTS, BINOCULARS, DISPOSABLE CAMERAS, SUNTAN LOTION, SUNGLASSES, BEACH TOWELS, ALARM CLOCKS, EMERGENCY ROAD KITS, BOOSTER CABLES, WHEEL RAMPS, AUTOMOBILE SAFETY AND SECURITY DEVICES AND DIRECTLY RELATED AUTOMOBILE AND TRAVEL ACCESSORIES (LAA (2)). SELLING AREA NOT TO EXCEED 453 SQ. FT.

- RELOCATION AND TERMINATION (44).
- ADDITIONAL MINIMUM RENT (23) DELETED.

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: PRIME

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

EXCLUSIVE - NO TEMP. OR PERMANENT KIOSK DIRECTLY IN FRONT, EXCLUDING KIDDIE RIDES OR AUTO/PHOTO MACHINES OR VENDING MACHINES (59).

LEASE DATE	7/01/2001	EXPIRATION DATE	6/30/2006
COMMENCEMENT DATE	7/01/2001	TERM	5 YEARS 00 MONTHS
MOVE IN/OPEN DATE	5/01/1995	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	10/01/2001	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	5/01/1995		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF \$25.00 OR 2% (35(d)).

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LEASE SUMMARY

009 GOLDEN MILE SHOPPING CNT

UNIT# 0024 CAA TRAVEL

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	13.00	2,772.25	M	33,267.00	10/01/2001
EST - CAM	5.90	1,258.00	M	15,096.00	5/01/1995
REALTY TAX	9.22	1,966.00	M	23,592.00	5/01/1995
TOTALS	28.11	5,996.25		71,955.00	

FIXED BILLING - MINIMUM RENT FREE - JULY TO SEPTEMBER, 2001 (LEMA(3)).

CAM INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	BILLING CLASS	A	
ADMINISTRATIVE FEE	.000%	CATCH UP?	N	
RESERVE PERCENTAGE	.000%	INCREASE PERCENT.	.000%	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	109,842.28	ROOM SQ.FT.	2,559.00	
RATIO	.023297	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA		

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

OTHER MAINTENANCE - TENANT IS BILLED POWER - MONTHLY ACTUALS.

REAL ESTATE TAX INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	RESPONSIBLE FOR	ABCD	
ADMINISTRATIVE FEE	.000%	CATCH UP?	N	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	119,430.98	ROOM SQ.FT.	2,559.00	
RATIO	.021427	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA		

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON TAXES.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0024 CAA TRAVEL

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	01/01/2006	
EFFECTIVE DATE	06/30/2006	OTR - NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% ANNUALLY (35(d)).

09 GOLDEN MILE SHOPPING CNT

UNIT# 0026 BUCK OR TWO

755 A BUCK OR TWO REALTY INC
8200 JANE STREET
CONCORD, ON
L4K 5A7

STORE# 397

UNIT AREA 6,644.00

DIMENSIONS .0 X .0

00000-0000

TTN:
PHONE (905) 738-3180 EXT-00000

FAX (905) 738-3176

TENANT INFORMATION - ADDITIONAL MINIMUM RENT - DELETED (23).

- USE - THE RETAIL SALE OF GENERAL MERCHANDISE GENERALLY PRICED AT \$1 OR \$2 AND NOT TO EXCEED \$10 CONSISTENT WITH THE MERCHANDISE ASSORTMENT IN OTHER SIMILARLY SIZED BUCK OR TWO STORES. SPECIFICALLY, THE DISPLAY AND SALE OF GREETING CARDS AND GIFT-WRAP SHALL NOT BE IN EXCESS OF 5% OF THE FLOOR AREA AND THE SALE OF FOOD FOR OFF-PREMISES CONSUMPTION (NOT INCLUDING THE SALE OF CONFECTIONARY ITEMS AND SNACKS, WHICH IS UNRESTRICTED) SHALL NOT BE IN EXCESS OF 500 SQ. FT. IN THE EVENT THE TENANT IS PREVENTED (AS A RESULT OF AN EXCLUSIVE IN FAVOUR OF ANOTHER TENANT IN THE SHOPPING CENTRE) FROM SELLING FOOD FOR OFF-PREMISES CONSUMPTION AND THE TENANT SHALL DISCONTINUE SUCH USE FORTHWITH UPON NOTICE FROM THE LANDLORD, THE BASE RENT AND ALL OTHER OCCUPANCY CHARGES FOR THE PREMISES SHALL BE REDUCED BY 10%.
IN ADDITION, IN THE EVENT, AT ANY TIME DURING THE TERM, THE TENANT IS PREVENTED FROM SELLING FOOD FOR OFF-PREMISES CONSUMPTION IN THE PREMISES, THE LANDLORD AGREES TO PAY THE TENANT A ONE-TIME FEE IN THE AMOUNT OF \$50,000. THE LANDLORD'S LIABILITY, IN THE EVENT THE TENANT IS PREVENTED FROM SELLING FOOD FOR OFF-PREMISES CONSUMPTION, SHALL BE LIMITED TO THE EXTENT AFOREMENTIONED (2).
- ANCHOR PROVISION - SHOULD EITHER EXTRA FOODS OR WINNERS LEAVE THE SHOPPING CENTRE FOR ANY REASON, THE TENANT SHALL NOT BE RESPONSIBLE FOR BASE RENT, PERCENTAGE RENT OR ADDITIONAL RENT BUT SHALL BE OBLIGATED TO PAY PERCENTAGE RENT EQUIVALENT TO 4% OF GROSS SALES. WHEN (IF) THE ANCHOR TENANT IS REPLACED, THE TENANT MUST RESUME PAYING BASE AND ADDITIONAL RENT (61).
- RELOCATION (44).
- BASEMENT STORAGE AREA - APPROXIMATELY 2,000 SQ. FT., RENT-FREE (1).
- HVAC COSTS - THE LANDLORD WILL WARRANT THE HVAC SYSTEM FOR SUFFICIENCY AND REPAIRS FOR A PERIOD OF 2 YEARS FROM THE COMMENCEMENT DATE AND WILL BE RESPONSIBLE FOR THE COSTS ASSOCIATED WITH THE REPLACEMENT OF THE HVAC DURING THE INITIAL TERM (13(e)).

509 GOLDEN MILE SHOPPING CNT

UNIT# 0026 BUCK OR TWO

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: PRIME

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

EXCLUSIVE - PRIMARY BUSINESS OPERATING AS A DOLLAR STORE, EXCEPT THE EXISTING
1,546 SQ. FT. DOLLAR STORE UNTIL LEASE EXPIRY AT DECEMBER 31, 2005
(60).

LEASE DATE	5/01/2003	EXPIRATION DATE	2/28/2011
COMMENCEMENT DATE	5/01/2003	TERM	7 YEARS 10 MONTHS
MOVE IN/OPEN DATE	5/01/2003	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	11/01/2003	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	11/01/2003		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF \$25 OR 2% (35(d)).

FIXED CHARGES

	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	10.00	5,536.66	M	66,439.92	11/01/2003
EST - CAM	6.19	3,427.00	M	41,124.00	11/01/2003
REALTY TAX	5.00	2,768.00	M	33,216.00	11/01/2003
TOTALS	21.18	11,731.66		140,779.92	

FIXED BILLING - FIXTURING PERIOD - MARCH 1 - APRIL 30, 2003 (4(c)).
- GROSS RENT-FREE PERIOD - MAY 1 - OCTOBER 31, 2003 (EXCEPT
UTILITIES) (5(a)).
- BASEMENT STORAGE - 2,000 SQ. FT., NO RENT PAYABLE (1).

509 GOLDEN MILE SHOPPING CNT

UNIT# 0026 BUCK OR TWO

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 2 SPECIALTY STOREGROUPING:
CATEGORY: P05 NOVELTY & AMUSEMENT

LEVEL	PERCENT	BREAKPOINT
1ST	4.00%	1,660,998.00
2ND		
3RD		
4TH		
5TH		

NB	SALES YEAR END	04/30
	REPORTING FREQ.	M
	SALES REPORT DUE IN	21 DAYS
	PAYMENT FREQ.	A
	CALCULATION CODE	R
	SALES AUDIT ALLOWED?	YES
	DATE OF LAST AUDIT	00/00

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

CAM INFORMATION

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
RESERVE PERCENTAGE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	109,842.28
RATIO	.060487
SHOULD CREDIT INVOICE BE PRINTED?	Y

BASE AMOUNT	.00 PSF	.0
BILLING CLASS	A	
CATCH UP?	N	
INCREASE PERCENT.	.000%	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	6,644.00	
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

REAL ESTATE TAXES - CAPPED AT \$5.00 PSF FOR THE FIRST YEAR OF THE TERM AND ANY INCREASES SHALL BE THE LESSER OF THE INCREASE IN THE CPI OR THE ACTUAL PERCENTAGE INCREASE OF THE TENANT'S SHARE OVER THE BASE YEAR (11(a)).

- 15% ADMINISTRATION FEE ON PROPERTY TAXES (SCHED A (26)).

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	7-OPTION RENEWAL
ALERT DATE	09/01/2010
EFFECTIVE DATE	02/28/2011 1-5 YR; RTBN; 6 MOS.
ENDING DATE	00/00/0000
ANNUAL CHARGE	

RENT SCHEDULE NOTE

509 GOLDEN MILE SHOPPING CNT

UNIT# 0026

BUCK OR TWO

GENERAL

INTEREST - PRIME + 3% ANNUALLY (35(d)).

TENANT ALLOWANCE - \$99,660 PLUS GST (\$15.00 PSF) (59).

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LEASE SUMMARY

509 GOLDEN MILE SHOPPING CNT

UNIT# 0027 GOLDEN MILE CHIROPRACTIC

192 STRAFE MANAGEMENT INC.
27-3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 2,508.87
DIMENSIONS .0 X .0

00000-0000

PTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - A CHIROPRACTIC AND MULTIDISCIPLINARY CLINIC - #2
- ADDITIONAL MINIMUM RENT - IF SHOPPING CENTRE IS MODIFIED OR
EXPANDED & ADDITIONAL MAJOR ANCHOR
TENANT IS INSTALLED; MINIMUM
ANNUAL RENT SHALL INCREASE BY \$2
PSF - #23

- RELOCATION - #44
- GUARANTORS - DRS. GORD CHADWICK, DARREN SCRAPER AND
DARREN HECTOR
ADDRESS AS ABOVE
LIMITED TO 1ST 4 YEARS - EXPIRES SEPT 2001

UNIT: INCOME PRODUCING

TENANT: LOCAL

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

EXCLUSIVE - INITIAL TERM ONLY, A CHIROPRACTIC CLINIC EXCLUDING DEPARTMENT
STORES, JR. DEPARTMENT STORES, VARIETY STORES, DRUG STORES,
CATALOGUE OR DISTRIBUTION STORES, SUPERMARKETS, PREMISES GREATER
THAN 10,000 SQ.FT. AND ANY EXISTING TENANTS WHOSE LEASE PROVIDES FOR
THE USE - #62.

LEASE DATE	11/10/1997	EXPIRATION DATE	9/30/2004
COMMENCEMENT DATE	10/01/1997	TERM	7 YEARS 00 MONTHS
MOVE IN/OPEN DATE	10/01/1997	SECURITY DEPOSIT	3,553.00
DATE BASE RENT BEGINS	10/01/1997	SECURITY DEPOSIT DATE	9/01/2004
DATE OTHER CHARGES BEGIN	10/01/1997		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF 2% OR \$25.00 - #35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0027

GOLDEN MILE CHIROPRACTIC

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	19.00	3,972.38	M	47,668.56	10/01/1997
REALTY TAX	2.86	597.00	M	7,164.00	10/01/1997
TOTALS	21.85	4,569.38		54,832.56	

FIXED BILLING - GROSS RENT FREE PERIOD - OCTOBER - DECEMBER 1997 - 5(a)(ii)
- BASE RENT INCREASED FROM \$17.00 TO \$19.00 P.S.F. EFFECTIVE
DECEMBER 1, 2002 DUE TO WINNERS OPENING AND INVOKING OF CLAUSE
#23.

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OPERATING COSTS - TENANT PAYS OCCUPANCY COSTS ONLY

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

BASE YEAR	1997
BILLING FREQ.	A
ADMINISTRATIVE FEE	.0000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	119,430.98
RATIO	.021007
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	624,135.00 PSF	5.2
RESPONSIBLE FOR	A	
CATCH UP?	N	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	2,508.87	
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON TAXES

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	7-OPTION RENEWAL
ALERT DATE	04/01/2004
EFFECTIVE DATE	09/30/2004 1-3 YR; AND 1-5 YR; RTBN; 6 MOS
ENDING DATE	00/00/0000
ANNUAL CHARGE	

LEASE SUMMARY

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509 GOLDEN MILE SHOPPING CNT

UNIT# 0027 GOLDEN MILE CHIROPRACTIC

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)
TENANT ALLOWANCE - \$40,000 - UNAMORTIZED PORTION REPAYED TO LANDLORD IF LEASE
IS TERMINATED - #61.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0028 DRS. VUKSIC & TOMKINS

7861 VUKSIC & TOMKINS, DRS.
 28-3806 ALBERT ST.
 REGINA, SK
 S4S 3R2

STORE#
 UNIT AREA 1,028.37
 DIMENSIONS .0 X .0

00000-0000

ATTN:
 PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - A DOCTOR'S OFFICE
 - ADDT'L MR - \$2.00 PSF IF ANCHOR OR MAJOR TENANT LOCATES
 IN THE SHOPPING CENTRE - #23
 - RELOCATION AND TERMINATION - #44
 - OPTION TO TERMINATE - SHOULD ONE OF THE PRINCIPALS (VULCSI
 OR TOMKINS) IS UNABLE TO CONTINUE
 THEIR MEDICAL PRACTICE DUE TO
 DISABILITY OR DEATH, THE SURVIVING
 TENANT HAS RIGHT TO TERMINATE
 6 MONTHS NOTICE - #60

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: LOCAL

STATUS: OCCUPIED UNIT WITH VALID LEASE
 DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	2/01/1998	EXPIRATION DATE	2/29/2004
COMMENCEMENT DATE	2/01/1998	TERM	6 YEARS 01 MONTHS
MOVE IN/OPEN DATE	2/01/1998	SECURITY DEPOSIT	1,400.00
DATE BASE RENT BEGINS	1/01/1999	SECURITY DEPOSIT DATE	2/01/2004
DATE OTHER CHARGES BEGIN	1/01/1999		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT .00
: CALCULATED	10	PERCENTAGE 2.00%
OUTSTANDING IN EXCESS OF	.00	

LATE CHARGES - OR \$25.00 WHICHEVER IS GREATER

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	17.00	1,456.85	M	17,482.20	1/01/1999
REALTY TAX	2.86	245.00	M	2,940.00	1/01/1999
TOTALS	19.85	1,701.85		20,422.20	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0028 DRS. VUKSIC & TOMKINS

FIXED BILLING - RENT FREE PERIOD - 11 MONTHS, HOWEVER THE TENANT PAYS UTILITIES
AND TAXES - FEB TO DEC 1998

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OPERATING COSTS - TENANT PAYS OCCUPANCY COST ONLY.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

BASE YEAR	1997
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	119,430.98
RATIO	.008611
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	624,135.00	PSF	5.2
RESPONSIBLE FOR	A		
CATCH UP?	N		
MAXIMUM CHARGE	.00		
ROOM SQ.FT.	1,028.37		
DENOMINATOR BASED ON LEASABLE			
NO LESS THAN 00% OF GLA			

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	7-OPTION RENEWAL
ALERT DATE	09/01/2003
EFFECTIVE DATE	02/29/2004
ENDING DATE	00/00/0000
ANNUAL CHARGE	

1 - 5 YR PERIOD, RENT NEG. BUT NOT LESS THAN
RENT PAID IN LAST YEAR OF LEASE, 6 MONTH NOTICE

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0029 DR. R. BHARGAVA

0646 BHARGAVA, RASHMI DR.
29-3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 1,020.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - THE OPERATION OF A DOCTOR'S OFFICE (2)
- RELOCATION (44)
- ADDITIONAL MINIMUM ANNUAL RENT (23) - DELETED

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: MONTH TO MONTH
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	9/01/1998	EXPIRATION DATE	/00/0000
COMMENCEMENT DATE	4/01/2003	TERM YEARS 00 MONTHS	
MOVE IN/OPEN DATE	3/01/1998	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	4/01/1998	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	3/01/1998		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT .00
: CALCULATED	10	PERCENTAGE 2.00%
OUTSTANDING IN EXCESS OF	.00	

LATE CHARGES - GREATER OF \$25.00 OR 2% 35(d)

FIXED CHARGES

	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	19.00	1,615.00	M	19,380.00	4/01/1998
REALTY TAX	2.22	189.00	M	2,268.00	3/01/1998
TOTALS	21.22	1,804.00		21,648.00	

FIXED BILLING - RENT FREE PERIOD - MARCH 1998

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

009 GOLDEN MILE SHOPPING CNT

UNIT# 0029 DR. R. BHARGAVA

OTHER MAINTENANCE
TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

BASE YEAR 1998
BILLING FREQ. A
ADMINISTRATIVE FEE .0000%
MINIMUM CHARGE .00
BUILDING SQ.FT. 119,430.98
RATIO .008540
SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT 777,214.00 PSF 6.5
RESPONSIBLE FOR A
CATCH UP? N
MAXIMUM CHARGE .00
ROOM SQ.FT. 1,020.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON PROPERTY TAXES

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - 35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0030 *VACANT*

9998 VACANT

STORE#
UNIT AREA 600.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

UNIT: INCOME PRODUCING

LEASE: UNSIGNED

TENANT:

STATUS: VACANT UNIT, NO LEASE IN EFFECT

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE 0/00/0000
COMMENCEMENT DATE 0/00/0000 EXPIRATION DATE /00/0000
MOVE IN/OPEN DATE 0/00/0000 TERM YEARS 00 MONTHS
DATE BASE RENT BEGINS 0/00/0000 SECURITY DEPOSIT .00
DATE OTHER CHARGES BEGIN 0/00/0000 SECURITY DEPOSIT DATE 0/00/0000

LATE CHARGES

TYPE NONE CALC.TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED 00 FIXED AMOUNT .00
: CALCULATED 00 PERCENTAGE .00%
OUTSTANDING IN EXCESS OF .00

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	.00	.00		.00	0/00/0000
TOTALS	.00	.00		.00	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0031 SILVERADO JEWELLERY

01 HAMELUCK, JULIE
31 - 3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 512.00
DIMENSIONS .0 X .0

00000-0000

TN:
PHONE (000)

EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - SILVER JEWELLERY AND RELATED PRODUCTS, AND AS
ANCILLARY THE SALE OF NEW AGE PRODUCTS AND WOMEN'S
FASHION ACCESSORIES AND RELATED ITEMS (2).
- ADDITIONAL MINIMUM RENT - IF SHOPPING CENTRE IS MODIFIED
OR EXPANDED & ADDITIONAL MAJOR ANCHOR TENANT IS
INSTALLED, MINIMUM ANNUAL RENT SHALL INCREASE BY
\$2.00 PSF (23).
- RELOCATION (44).

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	4/01/2000	EXPIRATION DATE	3/31/2005
COMMENCEMENT DATE	4/01/2000	TERM 5 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	4/01/2000	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	4/01/2001	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	4/01/2000		

DATE CHARGES	PERCENTAGE	CALC. TYPE MONTHLY OUTSTANDING
TYPE	10	FIXED AMOUNT .00
GRACE PERIOD: FIXED	10	PERCENTAGE 2.00%
: CALCULATED	.00	
OUTSTANDING IN EXCESS OF		

DATE CHARGES - GREATER OF 2% OR \$25.00 (35(d)).

FIXED CHARGES	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	14.00	597.33	M	7,167.96	4/01/2001
PROMO FUND	1.90	80.94	M	971.28	4/01/2000
SEAS DECOR	.25	10.67	M	128.04	4/01/2000
EST - CAM	5.91	252.00	M	3,024.00	4/01/2000
REALTY TAX	9.23	394.00	M	4,728.00	4/01/2000

509 GOLDEN MILE SHOPPING CNT

UNIT# 0031

SILVERADO JEWELLERY

TOTALS	31.28	1,334.94	16,019.28
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FIXED BILLING - RENT FREE PERIOD APRIL 1, 2000 TO MARCH 31, 2001
- BASE RENT INCREASED FROM \$10.00 TO \$12.00 PSF EFFECTIVE
DECEMBER 1, 2002 DUE TO WINNERS OPENING AND INVOKING OF CLAUSE
#23.
- SALES PROMOTION - ADJUSTED ANNUALLY IN JANUARY (15(a)).

CAM INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF
BILLING FREQ.	A	BILLING CLASS	A
ADMINISTRATIVE FEE	.000%	CATCH UP?	N
RESERVE PERCENTAGE	.000%	INCREASE PERCENT.	.000%
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00
BUILDING SQ.FT.	109,842.28	ROOM SQ.FT.	512.00
RATIO	.004661	DENOMINATOR BASED ON LEASABLE	
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA	

OPERATING COSTS - NO ADMINISTRATION FEE ON MANAGEMENT FEES.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF
BILLING FREQ.	A	RESPONSIBLE FOR	ABCD
ADMINISTRATIVE FEE	.000%	CATCH UP?	N
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00
BUILDING SQ.FT.	119,430.98	ROOM SQ.FT.	512.00
RATIO	.004287	DENOMINATOR BASED ON LEASABLE	
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA	

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	1-rent increase	605000 RENT
ALERT DATE	02/01/2004	
EFFECTIVE DATE	04/01/2004	\$725.33 PER MONTH, \$17.00 PSF.
ENDING DATE	00/00/0000	
ANNUAL CHARGE	8,704.00	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0031 SILVERADO JEWELLERY

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	9-MISCELLANEOUS	
START DATE	03/01/2004	
EFFECTIVE DATE	01/01/2004	ADJUST PROMO FUND DUES RETROACTIVELY TO JANUARY
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

EVENT TYPE	6-LEASE EXPIRY	
START DATE	10/01/2004	
EFFECTIVE DATE	03/31/2005	OTR - NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% ANNUALLY (35(d)).

509 GOLDEN MILE SHOPPING CNT

UNIT# 0032 DR. JAMES HENDERSON

3471 HENDERSON JAMES, DR.
3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 900.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (306) 584-5444 EXT-00000

FAX (000) 000-0000

TENANT INFORMATION - USE - WALK-IN AND APPOINTMENT DENTAL CLINIC
- RELOCATION AND TERMINATION - #44

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: LOCAL

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

EXCLUSIVE - WALK-IN AND APPOINTMENT DENTAL CLINIC EXCLUDING ANY TENANT WHOSE
AREA IS GREATER THAN 5,000 SQ.FT. - #59

LEASE DATE	0/00/0000	EXPIRATION DATE	10/31/2005
COMMENCEMENT DATE	11/01/1998	TERM 7 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	3/17/1995	SECURITY DEPOSIT	276.26
DATE BASE RENT BEGINS	12/01/1998	SECURITY DEPOSIT DATE	10/01/2005
DATE OTHER CHARGES BEGIN	11/01/1998		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	16.00	1,200.00	M	14,400.00	12/01/1998
PROMO FUND	1.08	80.94	M	971.28	11/01/1998
EST - CAM	5.91	443.00	M	5,316.00	11/01/1998
REALTY TAX	9.21	691.00	M	8,292.00	11/01/1998
TOTALS	32.19	2,414.94		28,979.28	

FIXED BILLING - GROSS RENT FREE PERIOD - 1ST MONTH

- SALES PROMOTION - CPI ADJUSTED ANNUALLY IN JANUARY - #15

509 GOLDEN MILE SHOPPING CNT

UNIT# 0032

DR. JAMES HENDERSON

AM INFORMATION

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
RESERVE PERCENTAGE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	109,842.28
RATIO	.008194
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	.00 PSF	.0
BILLING CLASS	A	
CATCH UP?	N	
INCREASE PERCENT.	.000%	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	900.00	
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

OTHER MAINTENANCE

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	9,589.00
RATIO	.093858
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	.00 PSF	.0
BILLING CLASS	A	
CATCH UP?	N	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	900.00	
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

REAL ESTATE TAX INFORMATION

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	119,430.98
RATIO	.007536
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	.00 PSF	.0
RESPONSIBLE FOR	ABCD	
CATCH UP?	N	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	900.00	
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	9-MISCELLANEOUS	
ALERT DATE	03/01/2004	
EFFECTIVE DATE	01/01/2004	ADJUST PROMO DUES FOR ANNUAL CPI INCREASE.
ENDING DATE	00/00/0000	CPI BASE MONTH = JANUARY.
ANNUAL CHARGE		

EVENT TYPE	7-OPTION RENEWAL	
ALERT DATE	05/01/2005	
EFFECTIVE DATE	10/31/2005	1 - 5 YEAR PERIOD, RENT NEG., 6 MONTHS NOTICE
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

509 GOLDEN MILE SHOPPING CNT

UNIT# 0032 DR. JAMES HENDERSON

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)
LANDLORD WORK - NOT TO EXCEED \$40.00 PSF

LSR010 12/12/2003 16:41:54

LEASE SUMMARY

509 GOLDEN MILE SHOPPING CNT

UNIT# 0036 ROYAL BANK OF CANADA

794 ROYAL BANK OF CANADA
 PO BOX 530
 2010-11TH AVENUE
 REGINA, SK S4P 3A2

STORE#
 UNIT AREA 10,451.00
 DIMENSIONS .0 X .0

00000-0000

TTN:
 PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - BUSINESS OF A BANK AND/OR OFFICES AND/OR FOR THE
 PURPOSE OF PROVIDING FACILITIES FOR THE TENANT'S
 DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CUSTOMERS AND
 INVITEES - #2
 - RELOCATION - #44
 - ATM - TENANT IS REQUIRED TO OPERATE AN ATM - #57(c)
 TENANT LEASED UNIT #48A - 184 SQ FT AS OF NOV 1/01.
 - CONTINUOUS OPERATION - TENANT MAY DISCONTINUE OPERATIONS
 PROVIDING RENT IS PAID AND PREMISES
 MAY BE LEFT VACANT - #21
 - ADDITIONAL MINIMUM RENT - #23 - DELETED

UNIT: INCOME PRODUCING

TENANT: PRIME

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

EXCLUSIVE - BANK, TREASURY BRANCH, TRUST CO. OR LOAN CORP. WHICH ACCEPTS
 DEPOSITS FOR THE PUBLIC, INCLUDING ATM, EXCLUDING CIBC - ARTICLE 18

LEASE DATE	11/01/2001	EXPIRATION DATE	10/31/2005
COMMENCEMENT DATE	11/01/2001	TERM	4 YEARS 00 MONTHS
MOVE IN/OPEN DATE	3/01/1986	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	3/01/1986	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	3/01/1986		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT .00
: CALCULATED	10	PERCENTAGE 2.00%
OUTSTANDING IN EXCESS OF	.00	

LATE CHARGES - GREATER OF \$25.00 OR 2% - #35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0036

ROYAL BANK OF CANADA

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	20.00	17,419.00	M	209,028.00	3/01/1986
EST - CAM	5.90	5,138.00	M	61,656.00	3/01/1986
REALTY TAX	7.00	6,095.00	M	73,140.00	3/01/1986
TOTALS	32.89	28,652.00		343,824.00	

FIXED BILLING - RENT \$25.00 PSF - ORIGINAL AREA (6,074 SQ.FT.) AND FIRST
EXPANSION AREA (3,727.40 SQ.FT.)
\$35.00 PSF - SECOND EXPANSION AREA (650 SQ.FT.)

CAM INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	BILLING CLASS	A	
ADMINISTRATIVE FEE	.000%	CATCH UP?	N	
RESERVE PERCENTAGE	.000%	INCREASE PERCENT.	.000%	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	109,842.28	ROOM SQ.FT.	10,451.00	OVERRIDE
RATIO	.095146	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA		

OPERATING COSTS - TENANT DOES NOT PAY PRO RATA CAM.
- CHARGES EXCLUDE STRUCTURAL REPAIRS, RECOVERABLE IMPROVEMENTS
AND MANAGEMENT FEES.

OTHER MAINTENANCETENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	RESPONSIBLE FOR.	AB	
ADMINISTRATIVE FEE	.000%	CATCH UP?	N	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	119,430.98	ROOM SQ.FT.	10,451.00	
RATIO	.087507	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA		

009 GOLDEN MILE SHOPPING CNT

UNIT# 0036

ROYAL BANK OF CANADA

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	7-OPTION RENEWAL	
START DATE	05/01/2005	
EFFECTIVE DATE	10/31/2005	1-5 YR, RTBN; 3 MOS
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d).

509 GOLDEN MILE SHOPPING CNT

UNIT# 0040

SMITTY'S

7233 TUESDAY RESTAURANT COMPANY LTD

40-3806 ALBERT ST

REGINA, SK

S4S 3R2

00000-0000

STORE#

UNIT AREA 5,289.00

DIMENSIONS .0 X .0

ATTN:

PHONE (000)

EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - LICENSED FAMILY RESTAURANT AND LOUNGE (2).

- RELOCATION - LANDLORD SHALL NOT CONSTRUCT ANY ADDITIONS THAT WOULD OBSTRUCT VIEW FROM TENANT'S ATRIUM (44).

- ADDITIONAL MINIMUM RENT (23) - DELETED.

UNIT: INCOME PRODUCING

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE 9/01/1998

COMMENCEMENT DATE 1/01/2000

MOVE IN/OPEN DATE 1/01/1990

DATE BASE RENT BEGINS 1/01/1990

DATE OTHER CHARGES BEGIN 1/01/1990

EXPIRATION DATE 8/31/2006

TERM 6 YEARS 08 MONTHS

SECURITY DEPOSIT .00

SECURITY DEPOSIT DATE 0/00/0000

LATE CHARGES

TYPE PERCENTAGE CALC.TYPE MONTHLY OUTSTANDING

GRACE PERIOD: FIXED 10 FIXED AMOUNT .00

: CALCULATED 10 PERCENTAGE 2.00%

OUTSTANDING IN EXCESS OF .00

LATE CHARGES - GREATER OF 2% OR \$25.00 (35(d)).

FIXED CHARGES					
	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	20.00	8,815.00	M	105,780.00	1/01/1990
PROMO FUND	1.17	515.16	M	6,181.92	1/01/1990
EST - CAM	5.41	2,384.00	M	28,608.00	1/01/1990
REALTY TAX	9.22	4,063.00	M	48,756.00	1/01/1990
TOTALS	35.79	15,777.16		189,325.92	

FIXED BILLING - SALES PROMOTION - CPI ADJUSTED ANNUALLY IN JANUARY (OCTOBER BASE MONTH) - CITY OF VANCOUVER (15(a)(ii)).

LSR010 12/12/2003 16:41:54

LEASE SUMMARY

509 GOLDEN MILE SHOPPING CNT

UNIT# 0040 SMITTY'S

PERCENTAGE RENT GENERAL SALES INFORMATION
 MAJOR DIVISION: 8 RESTAURANT

GROUPING:
 CATEGORY: C02 RESTAURANT-LIQUOR

LEVEL PERCENT BREAKPOINT
 1ST 6.00% 1,763,000.00

NB

SALES YEAR END 08/31
 REPORTING FREQ. M
 SALES REPORT DUE IN 15 DAYS
 PAYMENT FREQ. M
 CALCULATION CODE R
 SALES AUDIT ALLOWED? YES
 DATE OF LAST AUDIT 00/00

OFFSETS/RECAPTURES NO
 CERTIFIED REPORT REQUIRED? YES

CAM INFORMATION

BASE YEAR 0000
 BILLING FREQ. A
 ADMINISTRATIVE FEE .0000
 RESERVE PERCENTAGE .0000
 MINIMUM CHARGE .00
 BUILDING SQ.FT. 109,842.28
 RATIO .048151
 SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF .0
 BILLING CLASS A
 CATCH UP? N
 INCREASE PERCENT. .0000
 MAXIMUM CHARGE .00
 ROOM SQ.FT. 5,289.00
 DENOMINATOR BASED ON LEASABLE
 NO LESS THAN 00% OF GLA

OPERATING COSTS - TENANT WILL PAY PRO-RATA SHARE OF ANY EXTRA COSTS INCURRED BY
 LANDLORD AS A RESULT OF BEING OPEN BEYOND REGULAR BUSINESS
 HOURS (58).

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

BASE YEAR 0000
 BILLING FREQ. A
 ADMINISTRATIVE FEE .0000
 MINIMUM CHARGE .00
 BUILDING SQ.FT. 119,430.98
 RATIO .044285
 SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF .0
 RESPONSIBLE FOR ABCD
 CATCH UP? N
 MAXIMUM CHARGE .00
 ROOM SQ.FT. 5,289.00
 DENOMINATOR BASED ON LEASABLE
 NO LESS THAN 00% OF GLA

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON TAXES

509 GOLDEN MILE SHOPPING CNT

UNIT# 0040 SMITTY'S

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE 9-MISCELLANEOUS
ALERT DATE 03/01/2004
EFFECTIVE DATE 01/01/2004
ENDING DATE 00/00/0000
ANNUAL CHARGE

ADJUST PROMO DUES FOR CPI INCREASE RETROACTIVE
TO JANUARY. CPI BASE MONTH - OCTOBER. INDEX -
ALL ITEMS, VANCOUVER.

EVENT TYPE 7-OPTION RENEWAL
ALERT DATE 03/01/2006
EFFECTIVE DATE 08/31/2006
ENDING DATE 00/00/0000
ANNUAL CHARGE

1-5 YR; RTBN; 6 MOS. SUBSTANTIAL RENOVATIONS
REQUIRED IN FIRST YR OF RENEWAL TERM, UNLESS
ALREADY COMPLETED.

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0044 NAILS TECH

730 TRUONG, SANG
1 - 2935 PARLIAMENT AVE
REGINA, SK
S4S 2L3

STORE#
UNIT AREA 380.00
DIMENSIONS .0 X .0

00000-0000

PTN:
PHONE (905)317-0499 EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - SALE OF NAIL CARE PRODUCTS AND SERVICES (2).
- RELOCATION (44).
- ADDITIONAL MINIMUM RENT - IF SHOPPING CENTRE IS MODIFIED
OR EXPANDED & ADDITIONAL MAJOR ANCHOR TENANT IS
INSTALLED; MINIMUM ANNUAL RENT SHALL INCREASE BY
\$2 PSF (23).

UNIT: INCOME PRODUCING

TENANT: LOCAL

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	5/01/2001	EXPIRATION DATE	4/30/2004
COMMENCEMENT DATE	5/01/2001	TERM	3 YEARS 00 MONTHS
MOVE IN/OPEN DATE	5/01/2001	SECURITY DEPOSIT	1,284.00
DATE BASE RENT BEGINS	5/01/2001	SECURITY DEPOSIT DATE	4/01/2004
DATE OTHER CHARGES BEGIN	5/01/2001		

LATE CHARGES	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
TYPE			
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF \$25.00 OR 2% (35(d)).

FIXED CHARGES	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	37.89	1,200.00	M	14,400.00	5/01/2001
TOTALS	37.89	1,200.00		14,400.00	

FIXED BILLING - FIXTURING PERIOD - APRIL 1 - 30, 2001

509 GOLDEN MILE SHOPPING CNT

UNIT# 0044 NAILS TECH

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 9 OTHER

GROUPING:

CATEGORY: T06 HEALTH SPA/FIGURE

LEVEL	PERCENT	BREAKPOINT
1ST	8.00%	180,000.00
2ND		
3RD		
4TH		
5TH		

NB

SALES YEAR END 04/30

REPORTING FREQ. M

SALES REPORT DUE IN 15 DAYS

PAYMENT FREQ. M

CALCULATION CODE R

SALES AUDIT ALLOWED? YES

DATE OF LAST AUDIT 00/00

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	11/01/2003	
EFFECTIVE DATE	04/30/2004	OTR - NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME + 3% ANNUALLY (35(d)).

509 GOLDEN MILE SHOPPING CNT

UNIT# 0045 STYLES FOR ALL

39 RADOM, ADELE
45-3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 1,038.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - UNISEX FAMILY HAIR SALON AND RETAIL SALE OF HAIR CARE PRODUCTS (RENEWAL OF LEASE 10/06/95, (5)).
- RELOCATION (44).
- ADDITIONAL MINIMUM RENT (23) DELETED.

UNIT: INCOME PRODUCING

TENANT: LOCAL

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	2/01/2001	EXPIRATION DATE	7/31/2006
COMMENCEMENT DATE	2/01/2001	TERM	5 YEARS 06 MONTHS
MOVE IN/OPEN DATE	2/01/1990	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	10/01/1995	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	2/01/1990		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF \$25.00 OR 2% (35(d)).

FIXED CHARGES

	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	18.00	1,557.00	M	18,684.00	10/01/1995
PROMO FUND	1.59	137.75	M	1,653.00	2/01/1990
SEAS DECOR	.26	22.47	M	269.64	2/01/1990
EST - CAM	5.90	510.00	M	6,120.00	2/01/1990
REALTY TAX	9.23	798.00	M	9,576.00	2/01/1990
TOTALS	34.97	3,025.22		36,302.64	

FIXED BILLING - JULY - DECEMBER 2001 BASE RENT FREE
- SALES PROMOTION & SEASONAL DECORATION - CPI ADJUSTED ANNUALLY IN

509 GOLDEN MILE SHOPPING CNT

UNIT# 0045 STYLES FOR ALL

JANUARY (CPI - ALL ITEMS, REGINA) (LEMA 02/01/01 (4)).

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:

CATEGORY: E05 ATHLETIC FOOTWEAR

LEVEL PERCENT BREAKPOINT
1ST 6.00% 311,400.00

NB

SALES YEAR END 01/31
REPORTING FREQ. M
SALES REPORT DUE IN 15 DAYS
PAYMENT FREQ. M
CALCULATION CODE R
SALES AUDIT ALLOWED? YES
DATE OF LAST AUDIT 00/00OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

PERCENTAGE RENT - JULY - DECEMBER 2001 PERCENTAGE RENT FREE

CAM INFORMATIONBASE YEAR 1990
BILLING FREQ. A
ADMINISTRATIVE FEE .000%
RESERVE PERCENTAGE .000%
MINIMUM CHARGE .00
BUILDING SQ.FT. 109,842.28
RATIO .009450
SHOULD CREDIT INVOICE BE PRINTED? YBASE AMOUNT .00 PSF .0
BILLING CLASS A
CATCH UP? N
INCREASE PERCENT. .000%
MAXIMUM CHARGE .00
ROOM SQ.FT. 1,038.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA

OPERATING COSTS - NO ADMINISTRATION FEE ON MANAGEMENT FEES.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

OTHER MAINTENANCE - TENANT PAYS ELECTRICAL CHARGES - MONTHLY ACTUALS.

REAL ESTATE TAX INFORMATIONBASE YEAR 0000
BILLING FREQ. A
ADMINISTRATIVE FEE .000%
MINIMUM CHARGE .00
BUILDING SQ.FT. 119,430.98
RATIO .008691
SHOULD CREDIT INVOICE BE PRINTED? YBASE AMOUNT .00 PSF .0
RESPONSIBLE FOR ABCD
CATCH UP? N
MAXIMUM CHARGE .00
ROOM SQ.FT. 1,038.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON TAXES.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0045

STYLES FOR ALL

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	1-rent increase	605000 RENT
ALERT DATE	12/01/2003	
EFFECTIVE DATE	02/01/2004	\$1,730 PER MONTH, \$20.00 PSF
ENDING DATE	00/00/0000	
ANNUAL CHARGE	20,760.00	

EVENT TYPE	9-MISCELLANEOUS	
ALERT DATE	03/01/2004	
EFFECTIVE DATE	01/01/2004	ADJUST PROMOTIONAL DUES AND SEASONAL DECORATION
ENDING DATE	00/00/0000	FOR ANNUAL CPI INCREASES. CPI BASE MONTH =
ANNUAL CHARGE		JANUARY.

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	02/01/2006	
EFFECTIVE DATE	07/31/2006	OTR - NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0048

MERLE NORMAN COSMETICS

5100 ZERR, SHIRLEY
6258 WELLBAND DRIVE
REGINA, SK
S4X 4E2

STORE#
UNIT AREA 570.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF COSMETICS AND RELATED PRODUCTS,
APPLICATION OF AND INSTRUCTION IN THE USE OF
COSMETICS AND RELATED PRODUCTS - #2
- ADDITIONAL MINIMUM RENT #23 - DELETED
- RELOCATION - #44

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: PRIME

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	5/01/2000	EXPIRATION DATE	4/30/2010
COMMENCEMENT DATE	5/01/2000	TERM 10 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	6/15/2000	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	6/15/2000	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	6/15/2000		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT .00
: CALCULATED	10	PERCENTAGE 2.00%
OUTSTANDING IN EXCESS OF	.00	

LATE CHARGES - GREATER OF 2% OR \$25.00 - #35(d)

FIXED CHARGES

	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	10.00	475.00	M	5,700.00	6/15/2000
PROMO FUND	1.61	76.66	M	919.92	6/15/2000
SEAS DECOR	.25	11.88	M	142.56	6/15/2000
EST - CAM	5.89	280.00	M	3,360.00	6/15/2000
REALTY TAX	9.22	438.00	M	5,256.00	6/15/2000
TOTALS	26.97	1,281.54		15,378.48	

FIXED BILLING - SALES PROMOTION - ADJUSTED ANNUALLY IN JANUARY - #15(a)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0048

MERLE NORMAN COSMETICS

CAM INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	BILLING CLASS	A	
ADMINISTRATIVE FEE	.000%	CATCH UP?	N	
RESERVE PERCENTAGE	.000%	INCREASE PERCENT.	.000%	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	109,842.28	ROOM SQ.FT.	570.00	
RATIO	.005189	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA		

OPERATING COSTS - NO ADMINISTRATION FEE ON MANAGEMENT FEES

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	RESPONSIBLE FOR	ABCD	
ADMINISTRATIVE FEE	.000%	CATCH UP?	N	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	119,430.98	ROOM SQ.FT.	570.00	
RATIO	.004773	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA		

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON TAXES

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	9-MISCELLANEOUS	
ALERT DATE	03/01/2004	
EFFECTIVE DATE	01/01/2004	ADJUST PROMO FUND RETRO-ACTIVELY TO JANUARY
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

EVENT TYPE	1-rent increase	605000 RENT
ALERT DATE	03/01/2005	
EFFECTIVE DATE	05/01/2005	\$665.00 PER MONTH, \$14.00 PSF
ENDING DATE	00/00/0000	
ANNUAL CHARGE	7,980.00	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0048

MERLE NORMAN COSMETICS

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	1-rent increase	605000 RENT
ALERT DATE	03/01/2008	
EFFECTIVE DATE	05/01/2008	\$807.50 PER MONTH, \$17.00 PSF
ENDING DATE	00/00/0000	
ANNUAL CHARGE	9,690.00	

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	11/01/2009	
EFFECTIVE DATE	04/30/2010	OTR - NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - 3% OVER PRIME ANNUALLY - 35(d)
TENANT INDUCEMENT - \$10,000 - TENANT WILL REPAY A PORTION OF THE TENANT
INDUCEMENT IF THE LANDLORD TERMINATES AGREEMENT DUE TO
TENANT DEFAULT - #60

SR010 12/12/2003 16:41:54

LEASE SUMMARY

PAGE 1

509 GOLDEN MILE SHOPPING CNT

UNIT# 0048A ROYAL BANK OF CANADA - ATM

794 ROYAL BANK OF CANADA
PO BOX 530
2010-11TH AVENUE
REGINA, SK S4P 3A2

STORE#
UNIT AREA 184.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - ATM

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: PRIME

LEASE DATE 11/01/2001
COMMENCEMENT DATE 11/01/2001
MOVE IN/OPEN DATE 11/01/2001
DATE BASE RENT BEGINS 11/01/2001
DATE OTHER CHARGES BEGIN 11/01/2001
EXPIRATION DATE 10/31/2005
TERM 4 YEARS 00 MONTHS
SECURITY DEPOSIT .00
SECURITY DEPOSIT DATE 0/00/0000

DATE CHARGES
TYPE NONE
GRACE PERIOD: FIXED 00
CALCULATED 00
OUTSTANDING IN EXCESS OF .00
CALC. TYPE MONTHLY OUTSTANDING
FIXED AMOUNT .00
PERCENTAGE .00%

FIXED CHARGES	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	.00	.00	M	.00	11/01/2001
REALTY TAX	8.15	125.00	M	1,500.00	11/01/2001
TOTALS	8.15	125.00		1,500.00	

CAM INFORMATION
TENANT IS NOT PAYING PRO-RATA CAM.

OPERATING COSTS - TENANT RESPONSIBLE FOR ALL EXTRA SECURITY, MAINTENANCE OR OTHER COSTS THAT THE LANDLORD INCURS BY REASON OF THE ATM BEING ACCESSIBLE TO THE PUBLIC OUTSIDE OF NORMAL SHOPPING CENTRE HOURS - #57(c)

OTHER MAINTENANCE
TENANT IS NOT PAYING OTHER MAINTENANCE.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0048A ROYAL BANK OF CANADA - ATM

REAL ESTATE TAX INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	RESPONSIBLE FOR	AB	
ADMINISTRATIVE FEE	.000%	CATCH UP?	N	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	119,430.98	ROOM SQ.FT.	184.00	
RATIO	.001541	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA		

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	7-OPTION RENEWAL	
ALERT DATE	05/01/2005	
EFFECTIVE DATE	10/31/2005	1-5 YR; RENT = 0.00; TENANT PAYS PRORATA SHARE
ENDING DATE	00/00/0000	OF TAXES ONLY.
ANNUAL CHARGE		

509 GOLDEN MILE SHOPPING CNT

UNIT# 0052 *VACANT*

9998 VACANT

STORE#

UNIT AREA

3,614.04

DIMENSIONS

.0 X

.0

00000-0000

ATTN:

PHONE (000)

EXT-00000

FAX (000)000-0000

UNIT: INCOME PRODUCING

LEASE: UNSIGNED

TENANT:

STATUS: VACANT UNIT, NO LEASE IN EFFECT

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	0/00/0000	EXPIRATION DATE	/00/0000
COMMENCEMENT DATE	0/00/0000	TERM	YEARS 00 MONTHS
MOVE IN/OPEN DATE	0/00/0000	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	0/00/0000	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	0/00/0000		

LATE CHARGES		CALC. TYPE	MONTHLY	OUTSTANDING
TYPE	NONE			
GRACE PERIOD: FIXED	00	FIXED AMOUNT		.00
: CALCULATED	00	PERCENTAGE		.00%
OUTSTANDING IN EXCESS OF	.00			

FIXED CHARGES	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	.00	.00		.00	0/00/0000
TOTALS	.00	.00		.00	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0053 GOLDEN MILE OPTICAL

3000 GOLDEN MILE OPTICAL LTD.
53-3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 762.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF PRESCRIPTION & NON-PRESCRIPTION
EYEWEAR AND DIRECTLY RELATED PRODUCTS (LEMA 09/01/02
(1)).

- RELOCATION (44).
- ADDITIONAL MINIMUM RENT - IF SHOPPING CENTRE IS MODIFIED OR
EXPANDED & ADDITIONAL MAJOR ANCHOR TENANT IS
INSTALLED; MINIMUM ANNUAL RENT SHALL INCREASE BY
\$1 PSF (23).

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	9/01/2000	EXPIRATION DATE	8/31/2005
COMMENCEMENT DATE	9/01/2000	TERM 5 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	9/01/1990	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	9/01/1995	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	9/01/1995		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT .00
: CALCULATED	10	PERCENTAGE 2.00%
OUTSTANDING IN EXCESS OF	.00	

LATE CHARGES - GREATER OF 2% OR \$25.00 (35(d)).

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	16.00	1,016.00	M	12,192.00	9/01/1995
PROMO FUND	1.61	102.47	M	1,229.64	9/01/1995
SEAS DECOR	.25	15.88	M	190.56	9/01/1995
EST - CAM	5.13	326.00	M	3,912.00	9/01/1995
REALTY TAX	9.21	585.00	M	7,020.00	9/01/1995

509 GOLDEN MILE SHOPPING CNT UNIT# 0053 GOLDEN MILE OPTICAL

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TOTALS	32.21	2,045.35	24,544.20

FIXED BILLING - TENANT PAYS THE GREATER OF \$15.00 PSF OR 6% OF GROSS SALES (LEMA 09/01/02 (3)).

- BASE RENT INCREASED FROM \$15.00 TO \$16.00 PSF EFFECTIVE DECEMBER 1, 2002 DUE TO WINNERS OPENING AND INVOKING OF CLAUSE #23.

- SALES PROMOTION - ADJUSTED ANNUALLY IN JANUARY (LEMA 09/01/02 (4)).

PERCENTAGE RENT GENERAL SALES INFORMATION

MAJOR DIVISION: 9 OTHER

GROUPING:

CATEGORY: S09 OPTICAL OUTLET

LEVEL	PERCENT	BREAKPOINT	NB	SALES YEAR END	08/31
1ST	6.00%	203,200.00		REPORTING FREQ.	M
2ND				SALES REPORT DUE IN	15 DAYS
3RD				PAYMENT FREQ.	M
4TH				CALCULATION CODE	R
5TH				SALES AUDIT ALLOWED?	YES
OFFSETS/RECAPTURES		NO		DATE OF LAST AUDIT	00/00
CERTIFIED REPORT REQUIRED?		YES			

AM INFORMATION			BASE AMOUNT	.00 PSF	.0
BASE YEAR	1990		BILLING CLASS	A	
BILLING FREQ.	A		CATCH UP?	N	
ADMINISTRATIVE FEE	.000%		INCREASE PERCENT.	.000%	
RESERVE PERCENTAGE	.000%		MAXIMUM CHARGE	.00	
MINIMUM CHARGE	.00		ROOM SQ.FT.	762.00	
BUILDING SQ.FT.	109,842.28		DENOMINATOR BASED ON LEASABLE		
RATIO	.006937		NO LESS THAN 00% OF GLA		
SHOULD CREDIT INVOICE BE PRINTED?	Y				

OPERATING COSTS - NO ADMINISTRATION FEE ON MANAGEMENT FEES.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

OTHER MAINTENANCE - TENANT PAYS ELECTRICAL CHARGES - MONTHLY ACTUALS.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0053 GOLDEN MILE OPTICAL

REAL ESTATE TAX INFORMATION

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.0000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	119,430.98
RATIO	.006380
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	.00	PSF	.0
RESPONSIBLE FOR	ABCD		
CATCH UP?	N		
MAXIMUM CHARGE	.00		
ROOM SQ.FT.	762.00		
DENOMINATOR BASED ON LEASABLE			
NO LESS THAN 00% OF GLA			

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON TAXES

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	9-MISCELLANEOUS
ALERT DATE	03/01/2004
EFFECTIVE DATE	01/01/2004
ENDING DATE	00/00/0000
ANNUAL CHARGE	

ADJUST PROMO FUND DUES RETROACTIVELY TO
JANUARY.

EVENT TYPE	6-LEASE EXPIRY
ALERT DATE	03/01/2005
EFFECTIVE DATE	08/31/2005
ENDING DATE	00/00/0000
ANNUAL CHARGE	

OTR - NIL

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0054 GLOBAL DECOR ART (TOA)

733 BRAHMANIA, ASHVIN
178 HOUSTON RD
REGINA SK S4J 0V6STORE#
UNIT AREA 1,546.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (306)352-3115 EXT-00000 FAX (000)000-0000TENANT INFORMATION - USE - RETAIL SALE OF HOME FURNISHINGS, ACCESSORIES AND
BLANKETS (TOA(2)).- OPTION TO TERMINATE - TENANT - UPON 10 DAYS NOTICE OR
SUBJECT TO PENALTY OF \$500.

- LANDLORD - UNCONDITIONAL (TOA(5)).

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	10/01/2003	EXPIRATION DATE	2/29/2004
COMMENCEMENT DATE	10/01/2003	TERM	YEARS 05 MONTHS
MOVE IN/OPEN DATE	11/01/2002	SECURITY DEPOSIT	1,284.00
DATE BASE RENT BEGINS	11/01/2002	SECURITY DEPOSIT DATE	2/01/2004
DATE OTHER CHARGES BEGIN	11/01/2002		

LATE CHARGES		CALC. TYPE MONTHLY OUTSTANDING	
TYPE	NONE	FIXED AMOUNT	.00
GRACE PERIOD: FIXED	00	PERCENTAGE	.00%
: CALCULATED	00		
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	9.31	1,200.00	M	14,400.00	11/01/2002
TOTALS	9.31	1,200.00		14,400.00	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0054 GLOBAL DECOR ART (TOA)

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:

CATEGORY: N06 DECORATIVE ACCESSORY

LEVEL	PERCENT	BREAKPOINT
1ST	.00%	.01
2ND		
3RD		
4TH		
5TH		

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

SALES YEAR END	09/30
REPORTING FREQ.	M
SALES REPORT DUE IN	10 DAYS
PAYMENT FREQ.	N
CALCULATION CODE	R
SALES AUDIT ALLOWED?	YES
DATE OF LAST AUDIT	00/00

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY
ALERT DATE	02/01/2004
EFFECTIVE DATE	02/29/2004
ENDING DATE	00/00/0000
ANNUAL CHARGE	OTR - NIL (TOA).

509 GOLDEN MILE SHOPPING CNT

UNIT# 0056 EDWARD JONES

2400 EDWARD D. JONES & CO.
12555 MANCHESTER
ST. LOUIS MO 63131

STORE# 14220

UNIT AREA 761.00

DIMENSIONS .0' X .0'

00000-0000

ATTN: BRANCH FACILITIES

PHONE (000)

EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - SALES AND ADMINISTRATION OFFICES OF A REGISTERED
INVESTMENT DEALER - #2

- RELOCATION - #44

- OPTION TO TERMINATE - TENANT RIGHT, UNCONDITIONALLY, 90
DAYS, 2 MONTHS PAYMENT OF RENT &
ADDITIONAL RENT PLUS UNAMORTIZED
TENANT ALLOWANCE - #63

- ADDITIONAL MINIMUM RENT - IF SHOPPING CENTRE IS MODIFIED OR
EXPANDED & ADDITIONAL MAJOR
ANCHOR TENANT IS INSTALLED;
MINIMUM ANNUAL RENT SHALL
INCREASE BY \$2 PSF - #23

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: PRIME

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

EXCLUSIVE - INVESTMENT BROKERAGE AND RELATED FINANCIAL SERVICES, EXCLUDING THE
EXISTING TENANTS OF THE MALL AND ANCHORS - #2

- RESTRICTED USES - LANDLORD IS PROHIBITED FROM LEASING AND SELLING
THE IMMEDIATE ADJACENT UNITS IF CURRENTLY BE OR
BECOME VACANT TO THE FOLLOWING USERS: BARS/
TAVERNS/BILLIARD HALLS, PAWN SHOPS, DANCE STUDIOS,
ARCADE, KARATE STUDIOS, TATTOO PARLOURS, BEER/
WINE-MAKING STORES AND/OR ADULT VIDEO STORES - #61

LEASE DATE	9/01/2001	EXPIRATION DATE	8/31/2006
COMMENCEMENT DATE	9/01/2001	TERM	5 YEARS 00 MONTHS
MOVE IN/OPEN DATE	9/01/2001	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	11/01/2001	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	11/01/2001		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

509 GOLDEN MILE SHOPPING CNT

UNIT# 0056 EDWARD JONES

LATE CHARGES - GREATER OF 2% OR \$25.00- #35(d)

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	16.45	1,043.20	M	12,518.40	11/01/2001
EST - CAM	6.10	387.00	M	4,644.00	11/01/2001
REALTY TAX	8.67	550.00	M	6,600.00	11/01/2001
TOTALS	31.22	1,980.20		23,762.40	

FIXED BILLING - SEPT & OCT 2001 MINIMUM RENT FREE PERIOD - #59
 - BASE RENT INCREASED FROM \$14.45 TO \$16.45 P.S.F. EFFECTIVE
 DECEMBER 1, 2002 DUE TO WINNERS OPENING AND INVOKING OF CLAUSE
 #23.

CAM INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF
BILLING FREQ.	A	BILLING CLASS	A
ADMINISTRATIVE FEE	.000%	CATCH UP?	N
RESERVE PERCENTAGE	.000%	INCREASE PERCENT.	.000%
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00
BUILDING SQ.FT.	109,842.28	ROOM SQ.FT.	761.00
RATIO	.006928	DENOMINATOR BASED ON LEASABLE	
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA	

OPERATING COSTS - NO ADMINISTRATION FEE ON MANAGEMENT FEES

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF
BILLING FREQ.	A	RESPONSIBLE FOR	AB
ADMINISTRATIVE FEE	.000%	CATCH UP?	N
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00
BUILDING SQ.FT.	119,430.98	ROOM SQ.FT.	761.00
RATIO	.006372	DENOMINATOR BASED ON LEASABLE	
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA	

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON TAXES

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LEASE SUMMARY

509 GOLDEN MILE SHOPPING CNT

UNIT# 0056

EDWARD JONES

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	7-OPTION RENEWAL
ALERT DATE	06/01/2006
EFFECTIVE DATE	08/31/2006 1-5 YR; RTBN NOT < \$16.45; 3 MOS.
ENDING DATE	00/00/0000
ANNUAL CHARGE	

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME + 3% - ANNUALLY - 35(d)
TENANT ALLOWANCE - \$9,132.00 PLUS GST (\$12 PSF)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0057F TIM'S SOUVLAKI

7570 AGIOS BASILIOS HOLDINGS LTD.
 57-3806 ALBERT ST.
 REGINA, SK
 S4S 3R2

STORE#
 UNIT AREA 368.00
 DIMENSIONS .0 X .0

00000-0000

ATTN:
 PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF GREEK STYLE FOOD, MENU TO BE APPROVED
 BY LANDLORD - #2

- RELOCATION - #44

- ADDITIONAL MINIMUM RENT - IF SHOPPING CENTRE IS MODIFIED OR
 EXPANDED & ADDITIONAL MAJOR
 ANCHOR TENANT IS INSTALLED;
 MINIMUM ANNUAL RENT SHALL
 INCREASE BY \$2 PSF - #23.

UNIT: INCOME PRODUCING

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	7/01/2001	EXPIRATION DATE	6/30/2006
COMMENCEMENT DATE	7/01/2001	TERM	5 YEARS 00 MONTHS
MOVE IN/OPEN DATE	11/01/1990	SECURITY DEPOSIT	877.33
DATE BASE RENT BEGINS	11/01/1995	SECURITY DEPOSIT DATE	6/01/2006
DATE OTHER CHARGES BEGIN	11/01/1995		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT .00
: CALCULATED	10	PERCENTAGE 2.00%
OUTSTANDING IN EXCESS OF	.00	

LATE CHARGES - GREATER OF 2% OR \$25.00 - #35(d)

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	52.00	1,594.67	M	19,136.04	11/01/1995
PROMO FUND	3.77	115.51	M	1,386.12	11/01/1995
SEAS DECOR	.25	7.67	M	92.04	11/01/1995
EST - CAM	5.90	181.00	M	2,172.00	11/01/1995
REALTY TAX	8.41	258.00	M	3,096.00	11/01/1995
RT-STORAGE	8.15	250.00	M	3,000.00	11/01/1995

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LEASE SUMMARY

509 GOLDEN MILE SHOPPING CNT

UNIT# 0057F TIM'S SOUVLAKI

TOTALS	78.48	2,406.85	28,882.20
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FIXED BILLING - BASE RENT INCREASED FROM \$50.00 TO \$52.00 P.S.F. EFFECTIVE DECEMBER 1, 2002 DUE TO WINNERS OPENING AND INVOKING OF CLAUSE #23.

- SALES PROMOTION - ADJUSTED ANNUALLY IN JANUARY (15(a)).

- MEDIA FUND - ADJUSTED ANNUALLY IN JANUARY (LMA).

- EFFECTIVE MAY, 2003 - \$800.

PERCENTAGE RENT GENERAL SALES INFORMATION

MAJOR DIVISION: 7 FOOD COURT

GROUPING:

CATEGORY: C04 FAST FOOD/CARRYOUT

LEVEL	PERCENT	BREAKPOINT
1ST	8.00%	275,000.00

2ND
3RD
4TH
5TH

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

SALES YEAR END	06/30
REPORTING FREQ.	M
SALES REPORT DUE IN	15 DAYS
PAYMENT FREQ.	M
CALCULATION CODE	R
SALES AUDIT ALLOWED?	YES
DATE OF LAST AUDIT	00/00

CAM INFORMATION

BASE YEAR	1990
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
RESERVE PERCENTAGE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	109,842.28
RATIO	.003350
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	.00 PSF	.0
BILLING CLASS	A	
CATCH UP?	N	
INCREASE PERCENT.	.000%	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	368.00	
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

OPERATING COSTS - NO ADMINISTRATION FEE ON MANAGEMENT FEES

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

OTHER MAINTENANCE - TENANT PAYS ELECTRICAL CHARGES - MONTHLY ACTUALS.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0057F TIM'S SOUVLAKI

REAL ESTATE TAX INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	RESPONSIBLE FOR	ABCD	
ADMINISTRATIVE FEE	.000%	CATCH UP?	N	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	119,430.98	ROOM SQ.FT.	368.00	
RATIO	.003081	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA		

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON TAXES

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE 9-MISCELLANEOUS

ALERT DATE	03/01/2004	
EFFECTIVE DATE	01/01/2004	ADJUST PROMO & MEDIA FUND DUES RETROACTIVE TO
ENDING DATE	00/00/0000	JANUARY
ANNUAL CHARGE		

EVENT TYPE 1-rent increase 605000 RENT

ALERT DATE	05/01/2004	
EFFECTIVE DATE	07/01/2004	\$1,656.00 PER MONTH, \$54.00 PSF
ENDING DATE	00/00/0000	
ANNUAL CHARGE	19,872.00	

EVENT TYPE 7-OPTION RENEWAL

ALERT DATE	01/01/2006	
EFFECTIVE DATE	06/30/2006	1- 5 YR TERM; RTBN BUT < \$54.00 PSF + % RENT PD
ENDING DATE	00/00/0000	IN LAST YEAR; 6 MOS.
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - 35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0058F TRIFON'S PIZZA

7673 TRIFON'S PIZZA LTD.
2046 BROAD STREET
REGINA, SK
S4P 1Y3

STORE#
UNIT AREA 348.00
DIMENSIONS .0 X .0

00000-0000

ATTN: MIKE/TONY GIANNETTA

PHONE (000)

EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF PREPARED ITALIAN FOOD - SEE LEASE FOR
MENU ITEMS (2).
- ADDITIONAL MINIMUM RENT (23) DELETED.
- RELOCATION (44).
- SUBLEASE - 10/1/00 TO 624459 SASKATCHEWAN LTD.
- HOURS - PROVIDE TAKE-OUT SERVICE MONDAY - SATURDAY UNTIL
12:00 AM.
- SUNDAY TAKE-OUT SERVICES MAY BE AVAILABLE, SUBJECT
TO LANDLORD APPROVAL (22(d)).

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: LOCAL

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

EXCLUSIVE - PIZZA & PASTA - EXCLUDING ANCHORS, JUNIOR DEPT. STORE, VARIETY
STORE, DRUG STORE, CATALOGUE OR DISTRIBUTION
STORE OR ANY PREMISES IN EXCESS OF 10,000 SF (61).

LEASE DATE	10/01/2000	EXPIRATION DATE	9/30/2005
COMMENCEMENT DATE	10/01/2000	TERM 5 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	10/01/1995	SECURITY DEPOSIT	1,718.75
DATE BASE RENT BEGINS	10/01/1995	SECURITY DEPOSIT DATE	9/01/2005
DATE OTHER CHARGES BEGIN	10/01/1995		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	.10	FIXED AMOUNT	.00
: CALCULATED	.10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF \$25.00 OR 2% (35(d)).

FIXED CHARGES

	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	50.00	1,450.00	M	17,400.00	10/01/1995

509 GOLDEN MILE SHOPPING CNT

UNIT# 0058F TRIFON'S PIZZA

PROMO FUND	1.59	46.19	M	554.28	10/01/1995
SEAS DECOR	.26	7.53	M	90.36	10/01/1995
EST - CAM	5.90	171.00	M	2,052.00	10/01/1995
REALTY TAX	9.21	267.00	M	3,204.00	10/01/1995
RT-STORAGE	11.49	333.33	M	3,999.96	10/01/1995
TOTALS	78.45	2,275.05		27,300.60	

FIXED BILLING - SALES PROMOTION & SEASONAL DECORATION - CPI ADJUSTED ANNUALLY
IN JANUARY (15(a)(d)).

PERCENTAGE RENT GENERAL SALES INFORMATION

MAJOR DIVISION: 7 FOOD COURT

GROUPING:

CATEGORY: C04 FAST FOOD/CARRYOUT

LEVEL	PERCENT	BREAKPOINT
1ST	8.00%	217,500.00
2ND		
3RD		
4TH		
5TH		

NB

SALES YEAR END	09/30
REPORTING FREQ.	M
SALES REPORT DUE IN	15 DAYS
PAYMENT FREQ.	M
CALCULATION CODE	R
SALES AUDIT ALLOWED?	YES
DATE OF LAST AUDIT	00/00

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

CAM INFORMATION

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
RESERVE PERCENTAGE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	109,842.28
RATIO	.003168
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	.00 PSF
BILLING CLASS	A
CATCH UP?	N
INCREASE PERCENT.	.000%
MAXIMUM CHARGE	.00
ROOM SQ.FT.	348.00
DENOMINATOR BASED ON LEASABLE	
NO LESS THAN 00% OF GLA	

OTHER MAINTENANCE

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	9,589.00
RATIO	.036292
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	.00 PSF
BILLING CLASS	C
CATCH UP?	N
MAXIMUM CHARGE	.00
ROOM SQ.FT.	348.00
DENOMINATOR BASED ON LEASABLE	
NO LESS THAN 00% OF GLA	

OTHER MAINTENANCE - TENANT PAYS ELECTRICAL CHARGES - MONTHLY ACTUALS.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0058F TRIFON'S PIZZA

REAL ESTATE TAX INFORMATION

BASE YEAR 0000
BILLING FREQ. A
ADMINISTRATIVE FEE .0000%
MINIMUM CHARGE .00
BUILDING SQ.FT. 119,430.98
RATIO .002914
SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF .0
RESPONSIBLE FOR ABCD
CATCH UP? N
MAXIMUM CHARGE .00
ROOM SQ.FT. 348.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE 9-MISCELLANEOUS
ALERT DATE 03/01/2004
EFFECTIVE DATE 01/01/2004
ENDING DATE 00/00/0000
ANNUAL CHARGE
ADJUST PROMO FUND & SEASONAL DECORATIONS PER
CPI RETROACTIVE TO JANUARY. CPI BASE MONTH =
JANUARY.

EVENT TYPE 7-OPTION RENEWAL
ALERT DATE 04/01/2005
EFFECTIVE DATE 09/30/2005
ENDING DATE 00/00/0000
ANNUAL CHARGE
1-5 YR; RTBN BUT NOT < \$50.00 PSF; 6 MOS.

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME + 3% ANNUALLY (35(d)).

509 GOLDEN MILE SHOPPING CNT

UNIT# 0060F VACANT

9998 VACANT

STORE#

UNIT AREA

346.00

DIMENSIONS

.0 X

.0

00000-0000

ATTN:

PHONE (000)

EXT-00000

FAX (000)000-0000

UNIT: INCOME PRODUCING

LEASE: UNSIGNED

TENANT: LOCAL

STATUS: VACANT UNIT, NO LEASE IN EFFECT

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	0/00/0000	EXPIRATION DATE	/00/0000
COMMENCEMENT DATE	0/00/0000	TERM YEARS 00 MONTHS	
MOVE IN/OPEN DATE	0/00/0000	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	0/00/0000	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	0/00/0000		

LATE CHARGES

TYPE	NONE	CALC. TYPE MONTHLY OUTSTANDING	
GRACE PERIOD: FIXED	00	FIXED AMOUNT	.00
: CALCULATED	00	PERCENTAGE	.00%
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES

	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	.00	.00	M	.00	0/00/0000
TOTALS	.00	.00		.00	

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

LEASE SUMMARY

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509 GOLDEN MILE SHOPPING CNT

UNIT# 0061F VACANT

998 VACANT

STORE#

UNIT AREA

213.00

DIMENSIONS

.0 X

.0

00000-0000

ATTN:

PHONE (000)

EXT-00000

FAX (000)000-0000

UNIT: INCOME PRODUCING

TENANT: LOCAL

LEASE: UNSIGNED

STATUS: VACANT UNIT, NO LEASE IN EFFECT

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE

0/00/0000

COMMENCEMENT DATE

0/00/0000

MOVE IN/OPEN DATE

0/00/0000

DATE BASE RENT BEGINS

0/00/0000

DATE OTHER CHARGES BEGIN

0/00/0000

EXPIRATION DATE

/00/0000

TERM YEARS 00 MONTHS

SECURITY DEPOSIT

.00

SECURITY DEPOSIT DATE 0/00/0000

LATE CHARGES

TYPE

NONE

GRACE PERIOD: FIXED

00

: CALCULATED

00

OUTSTANDING IN EXCESS OF

.00

CALC. TYPE MONTHLY OUTSTANDING

FIXED AMOUNT

.00

PERCENTAGE

.00%

FIXED CHARGES

PER
SQ.FT.PERIOD
CHARGEFREQ.
OF CHG.ANNUAL
CHARGECHARGE
BEGINS

BASE RENT

.00

.00

M

.00

0/00/0000

TOTALS

.00

.00

.00

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0063 K.C. COINS & COLLECTIBLES

4525 KRUMM, BRIAN
GENERAL DELIVERY
STONEY BEACH, SK
SOG OGOSTORE#
UNIT AREA 250.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - PURCHASE, APPRAISAL, TRADING AND RETAIL SALE OF
COLLECTIBLES, CANADIAN AND FOREIGN CURRENCY.- #2
- ADDITIONAL MINIMUM RENT - IF SHOPPING CENTRE IS MODIFIED OR
EXPANDED & ADDITIONAL MAJOR
ANCHOR TENANT IS INSTALLED;
MINIMUM ANNUAL RENT SHALL
INCREASE BY \$2 PSF - #23.
- RELOCATION - #44.

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE 3/01/2002
COMMENCEMENT DATE 3/01/2002
MOVE IN/OPEN DATE 3/01/2002
DATE BASE RENT BEGINS 6/01/2002
DATE OTHER CHARGES BEGIN 3/01/2002

EXPIRATION DATE 2/28/2007
TERM 5 YEARS 00 MONTHS
SECURITY DEPOSIT .00
SECURITY DEPOSIT DATE 0/00/0000

LATE CHARGES
TYPE PERCENTAGE CALC.TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED 10 FIXED AMOUNT .00
: CALCULATED 10 PERCENTAGE 2.00%
OUTSTANDING IN EXCESS OF .00

LATE CHARGES - GREATER OF 2% OR \$25.00 - #35(d)

FIXED CHARGES	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	45.20	941.67	M	11,300.04	6/01/2002
TOTALS	45.20	941.67		11,300.04	

FIXED BILLING - MARCH 1 TO MAY 31, 2002 RENT FREE PERIOD - #5(a)(iii).
- TENANT TO PAY ALL UTILITIES WITHIN LEASED PREMISE - #14.

509 GOLDEN MILE SHOPPING CNT UNIT# 0063 K.C. COINS & COLLECTIBLES

- BASE RENT INCREASED FROM \$43.20 TO \$45.20 P.S.F. EFFECTIVE
DECEMBER 1, 2002 DUE TO WINNERS OPENING AND INVOKING OF CLAUSE
#23.

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	1-rent increase	605000 RENT
ALERT DATE	01/01/2004	
EFFECTIVE DATE	03/01/2004	\$1,041.67/MONTH; \$50.00 PSF
ENDING DATE	00/00/0000	
ANNUAL CHARGE	12,500.00	

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	09/01/2006	
EFFECTIVE DATE	02/28/2007	OTR - NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

LANDLORD'S WORK - \$9,500.00
INTEREST - 3% OVER PRIME ANNUALY - #35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0064 BACH & BEYOND

2991 TRAMPER SOUND LTD.
64 - 3806 ALBERT ST SOUTH
REGINA SK S4S 3R2

STORE#
UNIT AREA 826.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF MUSIC CD'S, CASSETTE TAPES AND ACCESSORIES (2).
- OPTION TO TERMINATE - LANDLORD - 60 DAYS PRIOR WRITTEN NOTICE IF SALES ARE LESS THAN \$200,000 IN ANY LEASE YEAR (58).
- RELOCATION (44).
- ADDITIONAL MINIMUM RENT (23) DELETED.

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	10/01/2001	EXPIRATION DATE	11/30/2006
COMMENCEMENT DATE	10/01/2001	TERM	5 YEARS 02 MONTHS
MOVE IN/OPEN DATE	10/01/2001	SECURITY DEPOSIT	464.63
DATE BASE RENT BEGINS	12/01/2001	SECURITY DEPOSIT DATE	11/01/2006
DATE OTHER CHARGES BEGIN	10/01/2001		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF \$25.00 OR 2% - 35(d)

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	6.75	464.63	M	5,575.56	12/01/2001
EST - CAM	5.88	405.00	M	4,860.00	10/01/2001
REALTY TAX	8.40	578.00	M	6,936.00	10/01/2001
TOTALS	21.03	1,447.63		17,371.56	

FIXED BILLING - OCTOBER 1 - NOVEMBER 30, 2001 RENT FREE PERIOD

509 GOLDEN MILE SHOPPING CNT

UNIT# 0064 BACH & BEYOND

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:
CATEGORY: G04 RECORDS AND TAPES

LEVEL	PERCENT	BREAKPOINT	NB	SALES YEAR END	11/30
1ST	5.00%	111,511.20		REPORTING FREQ.	M
2ND				SALES REPORT DUE IN	15 DAYS
3RD				PAYMENT FREQ.	M
4TH				CALCULATION CODE	R
5TH				SALES AUDIT ALLOWED?	YES
OFFSETS/RECAPTURES		NO		DATE OF LAST AUDIT	00/00
CERTIFIED REPORT REQUIRED?		YES			

PERCENTAGE RENT - DECEMBER, 2001 - NOVEMBER, 2002 SALES: \$223,949.

AM INFORMATION			BASE AMOUNT	.00 PSF	.0
BASE YEAR	0000		BILLING CLASS	A	
BILLING FREQ.	A		CATCH UP?	N	
ADMINISTRATIVE FEE	.0000%		INCREASE PERCENT.	.0000%	
RESERVE PERCENTAGE	.0000%		MAXIMUM CHARGE	.00	
MINIMUM CHARGE	.00		ROOM SQ.FT.	826.00	
BUILDING SQ.FT.	109,842.28		DENOMINATOR BASED ON LEASABLE		
RATIO	.007520		NO LESS THAN 00% OF GLA		
SHOULD CREDIT INVOICE BE PRINTED?	Y				

OPERATING COSTS - TENANT IS NOT RESPONSIBLE FOR UTILITIES

OTHER MAINTENANCE
TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION			BASE AMOUNT	.00 PSF	.0
BASE YEAR	0000		RESPONSIBLE FOR	AB	
BILLING FREQ.	A		CATCH UP?	N	
ADMINISTRATIVE FEE	.0000%		MAXIMUM CHARGE	.00	
MINIMUM CHARGE	.00		ROOM SQ.FT.	826.00	
BUILDING SQ.FT.	119,430.98		DENOMINATOR BASED ON LEASABLE		
RATIO	.006916		NO LESS THAN 00% OF GLA		
SHOULD CREDIT INVOICE BE PRINTED?	Y				

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON PROPERTY TAXES.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0064 BACH & BEYOND

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	9-MISCELLANEOUS
ALERT DATE	02/01/2004
EFFECTIVE DATE	12/01/2003
ENDING DATE	00/00/0000
ANNUAL CHARGE	

IF SALES IN ANY LEASE YEAR < \$200,000, LANDLORD
HAS OPTION TO TERMINATE LEASE WITH 60 DAYS
WRITTEN NOTICE (59).

EVENT TYPE	6-LEASE EXPIRY
ALERT DATE	06/01/2006
EFFECTIVE DATE	11/30/2006
ENDING DATE	00/00/0000
ANNUAL CHARGE	

OTR-NIL

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME + 3% ON MINIMUM & ADDITIONAL RENT 35(d)
LANDLORD'S WORK - \$7,000

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LEASE SUMMARY

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509 GOLDEN MILE SHOPPING CNT

UNIT# 0077 DOIG'S HANDBAGS

022 DOIG'S HANDBAGS & LUGGAGE LTD.
450, 12TH STREET
BRANDON, MB
R7A 4M4

STORE#
UNIT AREA 1,075.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF HANDBAGS, LUGGAGE, ATTACHE CASES,
FINE LEATHER GOODS, TRAVEL ACCESSORIES EXCLUDING
CLOTHING (2)
- RELOCATION - #44
- ADDITIONAL MINIMUM RENT - 23 - DELETED

UNIT: INCOME PRODUCING

TENANT: LOCAL

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? YES

EXCLUSIVE - PRINCIPAL USE IS LUGGAGE AND HANDBAGS - #59

LEASE DATE	2/01/2002	EXPIRATION DATE	1/31/2012
COMMENCEMENT DATE	2/01/2002	TERM 10 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	5/01/1992	SECURITY DEPOSIT	4,020.66
DATE BASE RENT BEGINS	5/01/1992	SECURITY DEPOSIT DATE	1/01/2012
DATE OTHER CHARGES BEGIN	5/01/1992		

LATE CHARGES	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
TYPE			
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF \$25.00 OR 2% - 35(d)

FIXED CHARGES	PER	PERIOD	FREQ.	ANNUAL	CHARGE
	SQ. FT.	CHARGE	OF CHG.	CHARGE	BEGINS
BASE RENT	26.00	2,329.17	M	27,950.04	5/01/1992
PROMO FUND	1.30	116.33	M	1,395.96	5/01/1992
SEAS DECOR	.25	22.40	M	268.80	5/01/1992
EST - CAM	6.40	573.00	M	6,876.00	5/01/1992
REALTY TAX	8.41	753.00	M	9,036.00	5/01/1992

509 GOLDEN MILE SHOPPING CNT

UNIT# 0077

DOIG'S HANDBAGS

TOTALS	42.35	3,793.90	45,526.80
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FIXED BILLING - FEBRUARY 2002 MINIMUM RENT FREE PERIOD
- YEARS 6 - 10: IF GROSS REVENUE IS LESS THAN \$400,000 PER ANNUM
THEN MINIMUM RENT IS \$28.00 PSF (5(a)(i)(a)).
- RENTAL CREDIT OF \$3,911.03 INCLUDING GST GRANTED FOR MAY, 2003
TO ASSIST IN OFF-SETTING LOSS OF SALES.

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:

CATEGORY: N02 LUGGAGE AND LEATHER

LEVEL	PERCENT	BREAKPOINT
1ST	6.00%	465,834.00
2ND		
3RD		
4TH		
5TH		
OFFSETS/RECAPTURES		NO
CERTIFIED REPORT REQUIRED?		YES

NB	SALES YEAR END	01/31
	REPORTING FREQ.	M
	SALES REPORT DUE IN	15 DAYS
	PAYMENT FREQ.	M
	CALCULATION CODE	R
	SALES AUDIT ALLOWED?	YES
	DATE OF LAST AUDIT	00/00

CAM INFORMATION

BASE YEAR	1992
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
RESERVE PERCENTAGE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	109,842.28
RATIO	.009787
SHOULD CREDIT INVOICE BE PRINTED?	Y

BASE AMOUNT	.00 PSF
BILLING CLASS	A
CATCH UP?	N
INCREASE PERCENT.	.000%
MAXIMUM CHARGE	.00
ROOM SQ.FT.	1,075.00
DENOMINATOR BASED ON LEASABLE	
NO LESS THAN 00% OF GLA	

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

OTHER MAINTENANCE - TENANT PAYS ELECTRICAL CHARGES - MONTHLY ACTUALS.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0077 DOIG'S HANDBAGS

REAL ESTATE TAX INFORMATION

BASE YEAR 0000
BILLING FREQ. A
ADMINISTRATIVE FEE .000%
MINIMUM CHARGE .00
BUILDING SQ.FT. 119,430.98
RATIO .009001
SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF .0
RESPONSIBLE FOR ABCD
CATCH UP? N
MAXIMUM CHARGE .00
ROOM SQ.FT. 1,075.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE 1-rent increase 605000 RENT
ALERT DATE 12/01/2003
EFFECTIVE DATE 02/01/2004 \$2,508.34/MONTH; \$28.00 PSF;
ENDING DATE 00/00/0000
ANNUAL CHARGE 30,100.00

EVENT TYPE 9-MISCELLANEOUS
ALERT DATE 03/01/2004
EFFECTIVE DATE 01/01/2004 ADJUST PROMO DUES PER CPI RETRO-ACTIVE TO
ENDING DATE 00/00/0000 JANUARY. CPI BASE MONTH = JANUARY.
ANNUAL CHARGE

EVENT TYPE 1-rent increase 605000 RENT
ALERT DATE 12/01/2006
EFFECTIVE DATE 02/01/2007 \$2,687.50/MONTH; \$30.00 PSF; ONLY IF GROSS
ENDING DATE 00/00/0000 REVENUE FOR THE PREVIOUS YEAR EXCEEDS \$400,000/
ANNUAL CHARGE 32,250.00 ANNUM. IF NOT RENT REMAINS AT \$28 PSF.

EVENT TYPE 9-MISCELLANEOUS
ALERT DATE 12/01/2007
EFFECTIVE DATE 02/01/2008 REVIEW MINIMUM RENT; IF GROSS REVENUE FOR THE
ENDING DATE 00/00/0000 PREVIOUS YEAR EXCEEDS \$400,000/ANNUM THEN RENT
ANNUAL CHARGE REMAINS AT \$30 PSF OTHERWISE RENT = \$28 PSF

EVENT TYPE 9-MISCELLANEOUS
ALERT DATE 12/01/2008
EFFECTIVE DATE 12/01/2009 REVIEW MINIMUM RENT; IF GROSS REVENUE FOR THE
ENDING DATE 00/00/0000 PREVIOUS YEAR EXCEEDS \$400,000/ANNUM THEN RENT
ANNUAL CHARGE REMAINS AT \$30 PSF OTHERWISE RENT = \$28 PSF

509 GOLDEN MILE SHOPPING CNT

UNIT# 0077

DOIG'S HANDBAGS

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	9-MISCELLANEOUS
ALERT DATE	12/01/2009
EFFECTIVE DATE	02/01/2010
ENDING DATE	00/00/0000
ANNUAL CHARGE	

REVIEW MINIMUM RENT; IF GROSS REVENUE FOR THE
PREVIOUS YEAR EXCEEDS \$400,000/ANNUM THEN RENT
REMAINS AT \$30 PSF; OTHERWISE RENT = \$28 PSF

EVENT TYPE	9-MISCELLANEOUS
ALERT DATE	12/01/2010
EFFECTIVE DATE	02/01/2011
ENDING DATE	00/00/0000
ANNUAL CHARGE	

REVIEW MINIMUM RENT; IF GROSS REVENUE FOR THE
PREVIOUS YEAR EXCEEDS \$400,000/ANNUM THEN RENT
REMAINS AT \$30 PSF OTHERWISE RENT = \$28 PSF

EVENT TYPE	6-LEASE EXPIRY
ALERT DATE	08/01/2011
EFFECTIVE DATE	01/31/2012
ENDING DATE	00/00/0000
ANNUAL CHARGE	

OTR - NIL

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)
LANDLORD WORK - \$26,875 (\$25 PSF)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0202M DPL SERVICES (TOA)

2870 DPL SERVICES INC.
424 - 4246 ALBERT ST
REGINA SK S4S 3R9STORE#
UNIT AREA 1,950.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - OFFICE SPACE RENTAL, FOR THE PURPOSE OF CONTACTING,
SELLING AND MARKETING THE LICENSED PRODUCTS OF DPL
SERVICES INC. AT NO TIME SHALL THESE OFFICES BE USED
FOR THE DISTRIBUTION OF, STORAGE OF, OR COLLECTION
OF MATERIALS PROVIDED BY DPL SERVICES INC. TO THEIR
CUSTOMERS (TOA(3)).

- OPTION TO TERMINATE - LANDLORD, UNCONDITIONAL (TOA(11)).

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	7/14/2003	EXPIRATION DATE	1/31/2004
COMMENCEMENT DATE	8/01/2003	TERM	YEARS 06 MONTHS
MOVE IN/OPEN DATE	8/01/2003	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	8/01/2003	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	8/01/2003		

LATE CHARGES		CALC.TYPE MONTHLY OUTSTANDING	
TYPE	NONE	FIXED AMOUNT	.00
GRACE PERIOD: FIXED	00	PERCENTAGE	.00%
: CALCULATED	00		
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	3.08	500.00	M	6,000.00	8/01/2003
TOTALS	3.07	500.00		6,000.00	

CAM INFORMATION
TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE
TENANT IS NOT PAYING OTHER MAINTENANCE.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0202M DPL SERVICES (TOA)

REAL ESTATE TAX INFORMATIONTENANT IS NOT PAYING REAL ESTATE TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	01/01/2004	
EFFECTIVE DATE	01/31/2004	OTR - NIL (TOA).
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

509 GOLDEN MILE SHOPPING CNT

UNIT# 0205M DR. PAUL GOOD

3100 GOOD, DR. PAUL
205-3806 ALBERT STREET
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 648.10
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (306) 586-0734 EXT-00000

FAX (000) 000-0000

TENANT INFORMATION - USE - DOCTOR'S OFFICE AND RELATED BUSINESS (2).
- OPTION TO TERMINATE - TENANT AND LANDLORD HAVE RIGHT UPON
30 DAYS WRITTEN NOTICE (LA 9/2/03).

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: MONTH TO MONTH
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	9/02/2003	EXPIRATION DATE	/00/0000
COMMENCEMENT DATE	9/01/2003	TERM YEARS 00 MONTHS	
MOVE IN/OPEN DATE	9/27/2001	SECURITY DEPOSIT	1,200.00
DATE BASE RENT BEGINS	11/01/2001	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	11/01/2001		

LATE CHARGES

TYPE	NONE	CALC. TYPE MONTHLY OUTSTANDING	
GRACE PERIOD: FIXED	00	FIXED AMOUNT	.00
: CALCULATED	00	PERCENTAGE	.00%
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	24.07	1,300.00	M	15,600.00	11/01/2001
TOTALS	24.07	1,300.00		15,600.00	

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0208M DR. C. TALUKDAR

7500 TALUKDAR, DR.
208 - 3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 1,035.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - OPERATION OF A DOCTOR'S OFFICE (2).
- ADD'L MR - \$2.00 PSF IF NEW ANCHOR OR MAJOR TENANT LOCATES AT THE SHOPPING CENTRE (23).
- RELOCATION AND TERMINATION (44).
- OPTION TO TERMINATE - SHOULD THE PRINCIPAL, DR. TALUKDAR, BE UNABLE TO CONTINUE HIS MEDICAL PRACTICE DUE TO ILLNESS OR DEATH, 6 MONTHS NOTICE (59).
- RIGHT OF FIRST REFUSAL - TO LEASE LARGER PREMISES, OR ADDITIONAL PREMISES ON THE SECOND LEVEL (60).

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: LOCAL

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	8/01/1996	EXPIRATION DATE	7/31/2006
COMMENCEMENT DATE	8/01/1996	TERM 10 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	8/01/1996	SECURITY DEPOSIT	776.25
DATE BASE RENT BEGINS	8/01/1996	SECURITY DEPOSIT DATE	7/01/2006
DATE OTHER CHARGES BEGIN	8/01/1996		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF 2% OR \$25.00 (35(d)).

FIXED CHARGES

	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	9.00	776.25	M	9,315.00	8/01/1996
EST - CAM	6.39	551.00	M	6,612.00	8/01/1996
REALTY TAX	9.22	795.00	M	9,540.00	8/01/1996
RT-STORAGE	.58	50.00	M	600.00	8/01/1996

509 GOLDEN MILE SHOPPING CNT

UNIT# 0208M DR. C. TALUKDAR

TOTALS	25.18	2,172.25	26,067.00
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FIXED BILLING - EFFECTIVE MARCH 1, 2003 TENANT PAYS \$50 PER MONTH FOR BASEMENT STORAGE.

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	9,589.00 OVERRIDE
RATIO	.107936
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	.00 PSF	.0
BILLING CLASS	B	
CATCH UP?	N	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	1,035.00	
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

REAL ESTATE TAX INFORMATION

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	119,430.98
RATIO	.008666
SHOULD CREDIT INVOICE BE PRINTED? Y	

BASE AMOUNT	.00 PSF	.0
RESPONSIBLE FOR	ABCD	
CATCH UP?	N	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	1,035.00	
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON PROPERTY TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY
ALERT DATE	02/01/2006
EFFECTIVE DATE	07/31/2006 OTR - NIL
ENDING DATE	00/00/0000
ANNUAL CHARGE	

RENT SCHEDULE NOTE

509 GOLDEN MILE SHOPPING CNT

UNIT# 0208M DR. C. TALUKDAR

GENERAL

INTEREST - PRIME PLUS 3% ANNUALLY (35(d)).

509 GOLDEN MILE SHOPPING CNT

UNIT# 0214M GREAT PLAINS ACCOUNTING SER.

3330 GREAT PLAINS INCOME TAX
214-3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 1,154.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000)

EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - OPERATION OF AN INCOME TAX OFFICE AS WELL AS, SUBLET
SPACE TO A LAW FIRM.
- OPTION TO TERMINATE - IF ONE OF THE PRINCIPAL SHAREHOLDERS
DECIDES TO RETIRE, 6 MONTHS NOTICE
- RELOCATION AND TERMINATION - #44
- RIGHT OF FIRST REFUSAL - DR. DEBRA SHEPHERD - UNIT #216
- PARKING - TENANT HAS EXCLUSIVE USE TO 4 ELECTRICAL PARKING
STALLS.

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: LOCAL

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	6/26/2000	EXPIRATION DATE	7/31/2005
COMMENCEMENT DATE	8/01/2000	TERM 5 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	9/01/1983	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	8/01/1995	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	8/01/1995		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - OR \$25.00 WHICHEVER IS GREATER

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	13.00	1,250.17	M	15,002.04	8/01/1995
EST - CAM.	6.40	615.00	M	7,380.00	8/01/1995
REALTY TAX	9.21	886.00	M	10,632.00	8/01/1995
TOTALS	28.60	2,751.17		33,014.04	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0214M GREAT PLAINS ACCOUNTING SER.

FIXED BILLING - RENT FREE PERIOD - 3 MONTHS - AUG TO OCT 1990

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

BASE YEAR	0000	BASE AMOUNT	.00 PSF
BILLING FREQ.	A	BILLING CLASS	B
ADMINISTRATIVE FEE	.000%	CATCH UP?	N
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00
BUILDING SQ.FT.	9,589.00 OVERRIDE	ROOM SQ.FT.	1,154.00
RATIO	.120346	DENOMINATOR BASED ON LEASABLE	
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA	

OTHER MAINTENANCE - TENANT PAYS ELECTRICAL CHARGES - MONTHLY ACTUALS.

REAL ESTATE TAX INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF
BILLING FREQ.	A	RESPONSIBLE FOR	ABCD
ADMINISTRATIVE FEE	.000%	CATCH UP?	N
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00
BUILDING SQ.FT.	119,430.98	ROOM SQ.FT.	1,073.00 OVERRIDE
RATIO	.008984	DENOMINATOR BASED ON LEASABLE	
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA	

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	1-rent increase	605000 RENT
ALERT DATE	06/01/2004	
EFFECTIVE DATE	08/01/2004	\$1,442.50 PER MONTH, \$15.00 PSF
ENDING DATE	00/00/0000	
ANNUAL CHARGE	17,310.00	

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	02/01/2005	
EFFECTIVE DATE	07/31/2005	OPTION TO RENEW - NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

LSR010 12/12/2003 16:41:54

LEASE SUMMARY

PAGE 3

509 GOLDEN MILE SHOPPING CNT

UNIT# 0214M GREAT PLAINS ACCOUNTING SER.

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0215M DR. STEPHEN BESTER

0640 BESTER, DR. STEPHEN
 215M - 3806 ALBERT ST. SOUTH
 REGINA, SASKATCHEWAN
 S4S 3R2

STORE#
 UNIT AREA 600.00
 DIMENSIONS .0 X .0

00000-0000

ATTN:
 PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - DOCTOR'S OFFICE (2).
 - MINIMUM RENT (23).
 - RELOCATION (44).
 - OVERHOLDING (48).
 - OPTION TO TERMINATE - UPON DISABILITY OR DEATH OF DR.BESTER (59).

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: LOCAL

STATUS: OCCUPIED UNIT WITH VALID LEASE
 DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	1/01/2002	EXPIRATION DATE	12/31/2006
COMMENCEMENT DATE	1/01/2002	TERM 5 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	1/01/2002	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	1/01/2002	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	1/01/2002		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF 2% OR \$25.00 (35(d)).

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	8.75	437.50	M	5,250.00	1/01/2002
EST - CAM	5.60	280.00	M	3,360.00	1/01/2002
REALTY TAX	8.08	404.00	M	4,848.00	1/01/2002
TOTALS	22.43	1,121.50		13,458.00	

FIXED BILLING - ALL FIXED CHARGES ARE BASED ON 525 SQ. FT.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0215M DR. STEPHEN BESTER

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	BILLING CLASS	A	
ADMINISTRATIVE FEE	.000%	CATCH UP?	N	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	9,589.00 OVERRIDE	ROOM SQ.FT.	525.00 OVERRIDE	
RATIO	.054750	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA		

REAL ESTATE TAX INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	RESPONSIBLE FOR	ABCD	
ADMINISTRATIVE FEE	.000%	CATCH UP?	N	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	102,589.28 OVERRIDE	ROOM SQ.FT.	525.00 OVERRIDE	
RATIO	.005117	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA		

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON PROPERTY TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	07/01/2006	
EFFECTIVE DATE	12/31/2006	OTR- NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME + 3% ANNUALLY
LANDLORD WORK - \$5,000

509 GOLDEN MILE SHOPPING CNT

UNIT# 0065 WAREHOUSE ONE

1025 WAREHOUSE ONE CLOTHING LTD.
UNITS 1-8 1680 NOTRE DAME AVE
WINNIPEG, MB
R3H 1H6

STORE# 25
UNIT AREA 2,851.00
DIMENSIONS .0 X .0

00000-0000

ATTN: TOM ROBERTSON

PHONE (204)885-4200 EXT-00103

FAX (204)897-4860

TENANT INFORMATION - USE - RETAIL SALE OF MEN'S AND LADIES' CLOTHING AND
RELATED ACCESSORIES (2).

- RELOCATION (44).

- ADDITIONAL MINIMUM RENT (23) - DELETED.

- TENANT RELOCATED FROM UNIT #52 INTO UNIT #65 AS OF
NOVEMBER 22, 2003.

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: PRIME

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	12/01/2003	EXPIRATION DATE	11/30/2008
COMMENCEMENT DATE	12/01/2003	TERM	5 YEARS 00 MONTHS
MOVE IN/OPEN DATE	5/01/2000	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	7/01/2000	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	7/01/2000		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF 2% OR \$25.00 (35(d)).

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	13.94	3,312.83	M	39,753.96	7/01/2000
EST - CAM	11.41	2,711.00	M	32,532.00	7/01/2000
TOTALS	25.35	6,023.83		72,285.96	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0065

WAREHOUSE ONE

CAM INFORMATION

BASE YEAR 0000
 BILLING FREQ. A
 ADMINISTRATIVE FEE .000%
 RESERVE PERCENTAGE .000%
 MINIMUM CHARGE .00
 BUILDING SQ.FT. 109,842.28
 RATIO .025955
 SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF .0
 BILLING CLASS A
 CATCH UP? N
 INCREASE PERCENT. .000%
 MAXIMUM CHARGE .00
 ROOM SQ.FT. 2,851.00
 DENOMINATOR BASED ON LEASABLE
 NO LESS THAN 00% OF GLA

OPERATING COSTS - TENANT HAS A COMBINED CAM AND TAX CONTRIBUTION OF \$32,532/A.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE 7-OPTION RENEWAL
 ALERT DATE 06/01/2008
 EFFECTIVE DATE 11/30/2008 2 - 5 YR; RTBN NOT < \$39,754 / A; 6 MOS.
 ENDING DATE 00/00/0000
 ANNUAL CHARGE

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME + 3% ANNUALLY.

TENANT ALLOWANCE - \$75,000 + GST.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0068 TREASURES GIFTS & GAMES

7655 HART KLUCHERT RESOURCES INC.
1078 ROY ROAD
VICTORIA, BC
V8Z 7X2

STORE#
UNIT AREA 1,684.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (250)658-9377 EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF GIFTS, NOVELTIES, GAMES, CHRISTIAN
GIFTS, MATERIALS & SOUVENIRS (2).

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: MONTH TO MONTH
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	10/11/1996	EXPIRATION DATE	/00/0000
COMMENCEMENT DATE	5/01/1997	TERM YEARS 00 MONTHS	
MOVE IN/OPEN DATE	11/01/1996	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	11/01/1996	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	11/01/1996		

LATE CHARGES

TYPE	NONE	CALC. TYPE MONTHLY OUTSTANDING	
GRACE PERIOD: FIXED	00	FIXED AMOUNT	.00
: CALCULATED	00	PERCENTAGE	.00%
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	7.13	1,000.00	M	12,000.00	11/01/1996
TOTALS	7.12	1,000.00		12,000.00	

FIXED BILLING - BASE RENT - NOV & DEC OF EACH YEAR - INCREASED TO
\$2,500/MONTH (4)
- STORAGE RENT ENDED FEBRUARY 21, 2003.
- RENT CONCESSION - APRIL - SEPTEMBER, 2003 - FROM \$2,100/MONTH
GROSS TO \$1,000/MONTH GROSS.

FR010 12/12/2003 16:41:54

LEASE SUMMARY

509 GOLDEN MILE SHOPPING CNT

UNIT# 0068

TREASURES GIFTS & GAMES

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:
CATEGORY: P05 NOVELTY & AMUSEMENT

LEVEL	PERCENT	BREAKPOINT
1ST	6.00%	200,000.00
2ND		
3RD		
4TH		
5TH		

SALES YEAR END	04/30
REPORTING FREQ.	M
SALES REPORT DUE IN	15 DAYS
PAYMENT FREQ.	M
CALCULATION CODE	C
SALES AUDIT ALLOWED?	NO
DATE OF LAST AUDIT	00/00

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

PERCENTAGE RENT -

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	9-MISCELLANEOUS
ALERT DATE	09/01/2003
EFFECTIVE DATE	09/30/2003
ENDING DATE	00/00/0000
ANNUAL CHARGE	

RENT CONCESSION EXPIRES. RE-INSTATE RENT TO
\$2,100/MONTH GROSS.

EVENT TYPE	9-MISCELLANEOUS
ALERT DATE	09/01/2003
EFFECTIVE DATE	11/01/2003
ENDING DATE	00/00/0000
ANNUAL CHARGE	

EVERY NOVEMBER AND DECEMBER TENANT PAYS \$2,500
PER MONTH PLUS GST (4).

RENT SCHEDULE NOTE

GENERAL

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LEASE SUMMARY

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509 GOLDEN MILE SHOPPING CNT

UNIT# 0068

TREASURES GIFTS & GAMES

INTEREST - N/A

509 GOLDEN MILE SHOPPING CNT

UNIT# 0070 CARLTON CARDS

1550 CARLTON CARDS LIMITED

STORE#

UNIT AREA

1,521.00

DIMENSIONS

.0 X

.0

1460 THE QUEENSWAY

TORONTO, ON M8Z 1S7

00000-0000

ATTN: REAL ESTATE DEPT.

PHONE (416) 503-4399 EXT-00000

FAX (416) 503-6998

TENANT INFORMATION - USE - SALE AT RETAIL OF GREETING CARDS, GIFTWRAP, RIBBONS,
SOCIAL STATIONERY, CANDLES, PARTY WARE, PHOTO ALBUMS,
GIFTWARE AND OTHER SOCIAL EXPRESSION ITEMS THAT MAY
BE MANUFACTURED OR DISTRIBUTED BY THE TENANT - #2.

- RELOCATION - #44

- ADDITIONAL MINIMUM RENT - #23 - DELETED.

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: PRIME

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE

11/01/1995

COMMENCEMENT DATE

11/01/1995

EXPIRATION DATE

1/31/2006

MOVE IN/OPEN DATE

11/01/1995

TERM 10 YEARS 03 MONTHS

DATE BASE RENT BEGINS

11/01/1995

SECURITY DEPOSIT

.00

DATE OTHER CHARGES BEGIN

11/01/1995

SECURITY DEPOSIT DATE 0/00/0000

LATE CHARGES

TYPE

PERCENTAGE

CALC. TYPE MONTHLY OUTSTANDING

GRACE PERIOD: FIXED

10

FIXED AMOUNT

.00

: CALCULATED

10

PERCENTAGE

2.00%

OUTSTANDING IN EXCESS OF

.00

LATE CHARGES - GREATER OF \$25.00 OR 2% - #35(d).

FIXED CHARGES

	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	24.00	3,042.00	M	36,504.00	11/01/1995
PROMO FUND	1.58	199.88	M	2,398.56	11/01/1995
SEAS DECOR	.25	31.69	M	380.28	11/01/1995
EST - CAM	5.90	748.00	M	8,976.00	11/01/1995
REALTY TAX	9.21	1,168.00	M	14,016.00	11/01/1995
TOTALS	40.94	5,189.57		62,274.84	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0070 CARLTON CARDS

FIXED BILLING - SALES PROMOTION - ADJUSTED ANNUALLY IN JANUARY - #15(a).

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:

CATEGORY: N03 CARDS AND GIFTS

LEVEL PERCENT BREAKPOINT
1ST 8.00% 456,300.00

2ND

3RD

4TH

5TH

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

NB

SALES YEAR END 01/31
REPORTING FREQ. M
SALES REPORT DUE IN 15 DAYS
PAYMENT FREQ. M
CALCULATION CODE R
SALES AUDIT ALLOWED? YES
DATE OF LAST AUDIT 00/00-----
CAM INFORMATIONBASE YEAR 0000
BILLING FREQ. A
ADMINISTRATIVE FEE .000%
RESERVE PERCENTAGE .000%
MINIMUM CHARGE .00
BUILDING SQ.FT. 109,842.28
RATIO .013847
SHOULD CREDIT INVOICE BE PRINTED? YBASE AMOUNT .00 PSF
BILLING CLASS A
CATCH UP? N
INCREASE PERCENT. .000%
MAXIMUM CHARGE .00
ROOM SQ.FT. 1,521.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA-----
OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

OTHER MAINTENANCE - TENANT PAYS ELECTRICAL CHARGES - MONTHLY ACTUALS.

REAL ESTATE TAX INFORMATIONBASE YEAR 0000
BILLING FREQ. A
ADMINISTRATIVE FEE .000%
MINIMUM CHARGE .00
BUILDING SQ.FT. 119,430.98
RATIO .012735
SHOULD CREDIT INVOICE BE PRINTED? YBASE AMOUNT .00 PSF
RESPONSIBLE FOR ABCD
CATCH UP? N
MAXIMUM CHARGE .00
ROOM SQ.FT. 1,521.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON TAXES.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0070

CARLTON CARDS

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	9-MISCELLANEOUS	
ALERT DATE	03/01/2004	
EFFECTIVE DATE	01/01/2004	ADJUST PROMO DUES PER CPI RETRO-ACTIVE TO
ENDING DATE	00/00/0000	JANUARY. CPI BASE MONTH = JANUARY.
ANNUAL CHARGE		

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	08/01/2005	
EFFECTIVE DATE	01/31/2006	OTR - NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0072 MORTON'S

5338 MORTON'S REGINA LTD.
72 - 3938 ALBERT ST.
REGINA, SK
S4S 3R1

STORE#
UNIT AREA 2,000.00
DIMENSIONS .0 X .0

00000-0000

ATTN: BERNIE MOSS
PHONE (000)

EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF WOMEN'S READY-TO-WEAR CLOTHING, FUR
COATS, JACKETS, HATS, SHOES, BAGS AND DIRECTLY
RELATED WOMEN'S FASHION ACCESSORIES
- ADDITIONAL MINIMUM ANNUAL RENT - #23 - DELETED
- RELOCATION - #44
- OPTION TO TERMINATE - TENANT - UPON DEATH OF BERNIE MOSS OR
SUSANNA MOSS SIX MONTHS NOTICE - #59

UNIT: INCOME PRODUCING

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	8/01/2002	EXPIRATION DATE	1/31/2006
COMMENCEMENT DATE	8/01/2002	TERM	3 YEARS 06 MONTHS
MOVE IN/OPEN DATE	8/01/2002	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	8/01/2002	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	8/01/2002		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF \$25 OR 2% - #35(d)

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	13.00	2,166.67	M	26,000.04	8/01/2002
PROMO FUND	.50	83.34	M	1,000.08	8/01/2002
EST - CAM	6.19	1,031.67	M	12,380.04	8/01/2002
REALTY TAX	8.91	1,485.00	M	17,820.00	8/01/2002
TOTALS	28.60	4,766.68		57,200.16	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0072 MORTON'S

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:
CATEGORY: D02 LADIES READY TO WEAR

LEVEL PERCENT BREAKPOINT
1ST 6.00% 433,334.00
2ND
3RD
4TH
5TH
OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

NB SALES YEAR END 07/31
REPORTING FREQ. M
SALES REPORT DUE IN 15 DAYS
PAYMENT FREQ. M
CALCULATION CODE R
SALES AUDIT ALLOWED? YES
DATE OF LAST AUDIT 00/00

CAM INFORMATION
BASE YEAR 0000
BILLING FREQ. A
ADMINISTRATIVE FEE .000%
RESERVE PERCENTAGE .000%
MINIMUM CHARGE .00
BUILDING SQ.FT. 109,842.28
RATIO .018208
SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF .0
BILLING CLASS A
CATCH UP? Y
INCREASE PERCENT. .000%
MAXIMUM CHARGE .00
ROOM SQ.FT. 2,000.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA

OTHER MAINTENANCE
TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION
BASE YEAR 0000
BILLING FREQ. A
ADMINISTRATIVE FEE .000%
MINIMUM CHARGE .00
BUILDING SQ.FT. 119,430.98
RATIO .016746
SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF .0
RESPONSIBLE FOR AB
CATCH UP? N
MAXIMUM CHARGE .00
ROOM SQ.FT. 2,000.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE 6-LEASE EXPIRY
ALERT DATE 08/01/2005
EFFECTIVE DATE 01/31/2006 OTR - NIL
ENDING DATE 00/00/0000
ANNUAL CHARGE

RENT SCHEDULE NOTE

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LEASE SUMMARY

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509 GOLDEN MILE SHOPPING CNT

UNIT# 0072 MORTON'S

GENERAL

INTEREST - PRIME + 3% - #35(d)
LANDLORD'S WORK - \$50,000

509 GOLDEN MILE SHOPPING CNT

UNIT# 0073 50 MINUTE PHOTO

2840 GOLDEN PLACE VENTURES INC.
73-3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 1,279.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF CAMERA, PHOTOGRAPHIC AND IMAGE MAKING
EQUIPMENT AND SERVICES, FILM, PHOTO FINISHING, QUICK
PRINTING, DUPLICATING, PHOTOCOPYING, DESKTOP
PUBLISHING, FAX TRANSMISSIONS, SIGNS, BUSINESS
LETTERHEADS, INVITATIONS, LABELS, ALL RELATED TO
PRINTING AND BINDERY SERVICES, AND DIRECTLY RELATED
ACCESSORIES AND SERVICES - ROL -05/15/95(3).
- RELOCATION - NOT DURING 1ST 5 YEARS - #44
- ADDITIONAL MINIMUM RENT - #23 - DELETED

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE 8/30/1999
COMMENCEMENT DATE 6/15/1999 EXPIRATION DATE 6/30/2004
MOVE IN/OPEN DATE 6/15/1999 TERM 5 YEARS 01 MONTHS
DATE BASE RENT BEGINS 7/15/1999 SECURITY DEPOSIT .00
DATE OTHER CHARGES BEGIN 6/01/1999 SECURITY DEPOSIT DATE 0/00/0000

LATE CHARGES
TYPE PERCENTAGE CALC.TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED 10 FIXED AMOUNT .00
: CALCULATED 10 PERCENTAGE 2.00%
OUTSTANDING IN EXCESS OF .00

LATE CHARGES - GREATER OF \$25.00 OR 2% - #35(d).

FIXED CHARGES	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	15.00	1,598.75	M	19,185.00	7/15/1999
EST - CAM	5.90	629.00	M	7,548.00	6/01/1999
REALTY TAX	9.21	982.00	M	11,784.00	6/01/1999
TOTALS	30.11	3,209.75		38,517.00	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0073

50 MINUTE PHOTO

FIXED BILLING - JUNE 15 - JULY 14, 1999 GROSS RENT FREE PERIOD

PERCENTAGE RENT GENERAL SALES INFORMATION

MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:

CATEGORY: M04 CAMERAS

LEVEL PERCENT BREAKPOINT

1ST 5.00% 383,700.00

2ND

3RD

4TH

5TH

OFFSETS/RECAPTURES

NO

CERTIFIED REPORT REQUIRED? YES

NB

SALES YEAR END 06/30

REPORTING FREQ. M

SALES REPORT DUE IN 15 DAYS

PAYMENT FREQ. M

CALCULATION CODE R

SALES AUDIT ALLOWED? YES

DATE OF LAST AUDIT 00/00

CAM INFORMATION

BASE YEAR 0000

BILLING FREQ. A

ADMINISTRATIVE FEE .000%

RESERVE PERCENTAGE .000%

MINIMUM CHARGE .00

BUILDING SQ.FT. 109,842.28

RATIO .011644

SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF

BILLING CLASS A

CATCH UP? N

INCREASE PERCENT. .000%

MAXIMUM CHARGE .00

ROOM SQ.FT. 1,279.00

DENOMINATOR BASED ON LEASABLE

NO LESS THAN 00% OF GLA

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

OTHER MAINTENANCE - TENANT PAYS ELECTRICAL CHARGES - MONTHLY ACTUALS

REAL ESTATE TAX INFORMATION

BASE YEAR 0000

BILLING FREQ. A

ADMINISTRATIVE FEE .000%

MINIMUM CHARGE .00

BUILDING SQ.FT. 119,430.98

RATIO .010709

SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF

RESPONSIBLE FOR ABCD

CATCH UP? N

MAXIMUM CHARGE .00

ROOM SQ.FT. 1,279.00

DENOMINATOR BASED ON LEASABLE

NO LESS THAN 00% OF GLA

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON TAXES

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LEASE SUMMARY

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509 GOLDEN MILE SHOPPING CNT

UNIT# 0073

50 MINUTE PHOTO

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	01/01/2004	
EFFECTIVE DATE	06/30/2004	OTR - NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)
TENANT ALLOWANCE - \$25,000 - UNAMORTIZED PORTION REPAYABLE IF LEASE TERMINATED

509 GOLDEN MILE SHOPPING CNT

UNIT# 0216M DR. DEBRA-JO SHEPHERD

6258 SHEPHERD, DR. DEBRA-JO
216-3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 916.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - THE OPERATION OF A DOCTORS OFFICE - 2
- ADDITIONAL MINIMUM RENT - \$2.00 PSF IS A NEW ANCHOR OR
MAJOR TENANT LOCATES AT THE SHOPPING CENTRE - 23
- RELOCATION - 44
- OPTION TO TERMINATE - UPON DEATH OR PERMANENT DISABILITY OF
DR. DEBRA SHEPHERD, 6 MONTHS WRITTEN
NOTICE - 60

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	8/01/2002	EXPIRATION DATE	7/31/2004
COMMENCEMENT DATE	8/01/2002	TERM 2 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	8/01/1997	SECURITY DEPOSIT	763.33
DATE BASE RENT BEGINS	8/01/1997	SECURITY DEPOSIT DATE	7/01/2004
DATE OTHER CHARGES BEGIN	8/01/1997		

LATE CHARGES			
TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF \$25.00 OR 2% - 35(d)

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	10.00	763.33	M	9,159.96	8/01/1997
EST - CAM	6.14	469.00	M	5,628.00	8/01/1997
REALTY TAX	8.40	641.00	M	7,692.00	8/01/1997
TOTALS	24.54	1,873.33		22,479.96	

FIXED BILLING -

009 GOLDEN MILE SHOPPING CNT

UNIT# 0216M DR. DEBRA-JO SHEPHERD

CAM INFORMATIONTENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	BILLING CLASS	B	
ADMINISTRATIVE FEE	.0000%	CATCH UP?	N	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	9,589.00	ROOM SQ.FT.	916.00	
RATIO	.095526	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED?	Y	NO LESS THAN 00% OF GLA		

REAL ESTATE TAX INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	RESPONSIBLE FOR	ABCD	
ADMINISTRATIVE FEE	.0000%	CATCH UP?	N	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	119,430.98	ROOM SQ.FT.	916.00	
RATIO	.007670	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED?	Y	NO LESS THAN 00% OF GLA		

---REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON PROPERTY TAXES

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	7-OPTION RENEWAL
ALERT DATE	02/01/2004
EFFECTIVE DATE	07/31/2004 1-5 YR, RTBN NOT < \$10 PSF; 6 MOS
ENDING DATE	00/00/0000
ANNUAL CHARGE	

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0217M DR. OLE S. RASMUSSEN

6505 RASMUSSEN, DR. OLE S.
8118 KESTRAL DRIVE
REGINA, SASKATCHEWAN
S4Y 1G6

STORE#
UNIT AREA 712.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000) 000-0000

TENANT INFORMATION - USE - DOCTOR'S OFFICE
- MINIMUM RENT - #23
- RELOCATION - #44
- OVERHOLDING - #48
- OPTION TO TERMINATE - UPON THE PERMANENT DISABILITY OR
DEATH OF DR. OLE S. RASMUSSEN-#59

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	12/01/2001	EXPIRATION DATE	11/30/2006
COMMENCEMENT DATE	12/01/2001	TERM	5 YEARS 00 MONTHS
MOVE IN/OPEN DATE	12/01/2001	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	12/01/2001	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	12/01/2001		

LATE CHARGES			
TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - OR \$25.00; WHICHEVER IS GREATER

FIXED CHARGES

	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	10.00	593.33	M	7,119.96	12/01/2001
EST - CAM	6.39	379.00	M	4,548.00	12/01/2001
REALTY TAX	9.22	547.00	M	6,564.00	12/01/2001
TOTALS	25.60	1,519.33		18,231.96	

FIXED BILLING -

09 GOLDEN MILE SHOPPING CNT

UNIT# 0217M DR. OLE S. RASMUSSEN

AM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	BILLING CLASS	A	
ADMINISTRATIVE FEE	.0000%	CATCH UP?	N	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	9,589.00 OVERRIDE	ROOM SQ.FT.	712.00	
RATIO	.074252	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA		

REAL ESTATE TAX INFORMATION

BASE YEAR	0000	BASE AMOUNT	.00 PSF	.0
BILLING FREQ.	A	RESPONSIBLE FOR	ABCD	
ADMINISTRATIVE FEE	.0000%	CATCH UP?	N	
MINIMUM CHARGE	.00	MAXIMUM CHARGE	.00	
BUILDING SQ.FT.	102,589.28 OVERRIDE	ROOM SQ.FT.	712.00	
RATIO	.006940	DENOMINATOR BASED ON LEASABLE		
SHOULD CREDIT INVOICE BE PRINTED? Y		NO LESS THAN 00% OF GLA		

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	06/01/2006	
EFFECTIVE DATE	11/30/2006	OTR-NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME + 3% ANNUALLY
LANDLORD WORK - \$2,136 (WHICH INCLUDES GST)

509 GOLDEN MILE SHOPPING CNT

UNIT# 0218M GREATWAY VACATIONS (TOA)

3196 GREATWAY VACATIONS INC.
218 - 3806 ALBERT STREET
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 349.00
DIMENSIONS .0 X .0

00000-0000

ATTN: CORILEA & ARLISS

PHONE (000)

EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - TRAVEL OFFICE AND TOUR OPERATOR

- OPTION TO TERMINATE - 30 DAYS PRIOR WRITTEN NOTICE OR
SUBJECT TO PENALTY OF \$500

- LANDLORD 30 DAYS WRITTEN NOTICE

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: LOCAL

STATUS: MONTH TO MONTH

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	2/22/2002	EXPIRATION DATE	/00/0000
COMMENCEMENT DATE	4/01/2002	TERM	YEARS 00 MONTHS
MOVE IN/OPEN DATE	4/01/2002	SECURITY DEPOSIT	270.00
DATE BASE RENT BEGINS	4/01/2002	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	4/01/2002		

LATE CHARGES

TYPE	NONE	CALC.TYPE MONTHLY OUTSTANDING	
GRACE PERIOD: FIXED	00	FIXED AMOUNT	.00
: CALCULATED	00	PERCENTAGE	.00%
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	9.28	270.00	M	3,240.00	4/01/2002
TOTALS	9.28	270.00		3,240.00	

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

LSR010 12/12/2003 16:41:54

LEASE SUMMARY

PAGE 2

09 GOLDEN MILE SHOPPING CNT

UNIT# 0218M GREATWAY VACATIONS (TOA)

REAL ESTATE TAX INFORMATION
TENANT IS NOT PAYING REAL ESTATE TAXES.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0220M DR. C.H. LEE

4588 LEE, DR. C.H.
220-3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 799.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - DOCTORS OFFICE
- RELOCATION AND TERMINATION - #44
- OPTION TO TERMINATE - IF DR. C.H. LEE IS UNABLE TO
CONTINUE HIS MEDICAL PRACTICE DUE
TO SEVERE ILLNESS OR DEATH,
3 MONTHS NOTICE
- ADDT'L MR - DELETED
- PARKING - 2 RESERVED PARKING STALLS

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	12/01/2001	EXPIRATION DATE	11/30/2004
COMMENCEMENT DATE	12/01/2001	TERM	3 YEARS 00 MONTHS
MOVE IN/OPEN DATE	12/01/1996	SECURITY DEPOSIT	871.84
DATE BASE RENT BEGINS	12/01/1996	SECURITY DEPOSIT DATE	11/01/2004
DATE OTHER CHARGES BEGIN	12/01/1996		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - OR \$25.00 WHICHEVER IS GREATER

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	10.00	665.83	M	7,989.96	12/01/1996
EST - CAM	6.38	425.00	M	5,100.00	12/01/1996
REALTY TAX	9.22	614.00	M	7,368.00	12/01/1996
TOTALS	25.60	1,704.83		20,457.96	

09 GOLDEN MILE SHOPPING CNT

UNIT# 0220M DR. C.H. LEE

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

BASE YEAR 0000
BILLING FREQ. A
ADMINISTRATIVE FEE .0000%
MINIMUM CHARGE .00
BUILDING SQ.FT. 9,589.00 OVERRIDE
RATIO .083325
SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF .0
BILLING CLASS B
CATCH UP? N
MAXIMUM CHARGE .00
ROOM SQ.FT. 799.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA

OTHER MAINTENANCE - LANDLORD RESPONSIBLE FOR TENANT'S INDIVIDUAL HVAC UNIT.

REAL ESTATE TAX INFORMATION

BASE YEAR 0000
BILLING FREQ. A
ADMINISTRATIVE FEE .0000%
MINIMUM CHARGE .00
BUILDING SQ.FT. 119,430.98
RATIO .006690
SHOULD CREDIT INVOICE BE PRINTED? Y

BASE AMOUNT .00 PSF .0
RESPONSIBLE FOR ABCD
CATCH UP? N
MAXIMUM CHARGE .00
ROOM SQ.FT. 799.00
DENOMINATOR BASED ON LEASABLE
NO LESS THAN 00% OF GLA

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE 7-OPTION RENEWAL
ALERT DATE 06/01/2004
EFFECTIVE DATE 11/30/2004
ENDING DATE 00/00/0000
ANNUAL CHARGE

1-2 YR PERIOD, RTBN, 6 MONTHS NOTICE,
DR. TALUKDAR - RIGHT OF 1ST REFUSAL

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 1000 EXTRA FOODS

7940 WESTFAIR PROPERTIES LTD
3189 GRANDVIEW HWY
VANCOUVER, B.C.
V5M 2E9

STORE#
UNIT AREA 41,448.00
DIMENSIONS .0 X .0

00000-00000

ATTN: ANITA DYCK

PHONE (604)439-5495 EXT-00000

FAX (604)439-5431

TENANT INFORMATION - USE - RETAIL SALE OF GOODS AND SERVICES WITH FOOD FOR OFF
PREMISE BEING A SIGNIFICANT PRODUCT CATEGORY
(5.03(a)).

- THE TENANT MAY ELECT TO OPERATE A RETAIL BUSINESS
CONSISTING OF THE SUPPLY, RETAIL DISPENSING AND
COMPOUNDING OF DRUGS AND RETAILING OF PRODUCTS OF
A PHARMACEUTICAL OR THERAPEUTIC OR HYGIENIC OR
COSMETIC NATURE OR PURPOSE (5.02).
- CESSATION OF BUSINESS - TENANT - 120 DAYS NOTICE
- LL - UPON RECEIPT OF NOTICE
(5.06).
- RIGHT TO EXPAND - IRREVOCABLE RIGHT TO EXPAND UP TO
42,000 SQ FT (MAX.), WITHIN 18 MONTHS OF
OCTOBER 1, 2001. EXPANSION EFFECTIVE APRIL 1, 2003.
- GAS BAR - TENANT RIGHT UPON 18 MONTHS NOTICE AT
\$25,000/ANNUM UNTIL SEP 30/2011 PLUS TAXES ASSESSED
& 4-5 YEAR OPTIONS @ \$30,000 FOR 1ST, \$35,000 FOR 2ND
& RTBN THEREAFTER, FOR THE RETAIL SALE OF GASOLINE,
PETROLEUM PRODUCTS, OTHER FUELS, AUTOMOTIVE GOODS AND
SERVICES AND CONFECTION ITEMS & FOR NO OTHER PURPOSE
GAS BAR OPENED MARCH 29, 2003.
- SEASONAL CENTRE - SHALL NOT EXCEED 18 FT BY 76 FT.
TENANT WILL NOT PAY MINIMUM RENT, CAM OR PROPERTY
TAXES (3.1).

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: PRIME

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

- EXCLUSIVE - FOOD SUPERMARKET, GREEN GROCERY, MEAT MARKET, FISH MARKET, DAIRY,
DELI, BAKERY OR CONVENIENCE STORES, OR FOR THE SALE OF FOOD FOR
OFF-SITE CONSUMPTION, EXCLUDING TAKE-OUT FOOD (14.01).
- LAND - NO PORTION OF THE LAND SHALL BE USED FOR A FOOD SUPERMARKET.
 - PARKING LOT - LANDLORD WILL NOT CONSTRUCT ANY BUILDING OR STRUCTURE
ON THE PARKING LOT WITHOUT TENANT APPROVAL (9.04).
TENANT APPROVAL RECEIVED FOR 4,000 SQ FT (MAXIMUM)
PAD USE SUBJECT TO PARKING RATIO OF 4 CARS PER 1,000
SQ FT OF GLA.
 - PARKING - LANDLORD MAY NOT CHARGE FOR PARKING, CHANGE THE
LOCATION, STRIPING PATTERN OR DIMENSIONS OF
PARKING STALLS WITHOUT TENANT APPROVAL (9.03).
 - LANDLORD AND TENANT EMPLOYEES PROHIBITED FROM PARKING

09 GOLDEN MILE SHOPPING CNT

UNIT# 1000

EXTRA FOODS

ON THE PARKING LOT (EXCLUDING 6 ELECTRICAL SPOTS)
(9.02(B)).

- KIOSK - NO KIOSK WITHIN 30 FEET ON TENANT'S MALL ENTRANCE (9.10).
- ELEVATION RESTRICTION - NEW STRUCTURES (9.11).

LEASE DATE	9/01/2001	EXPIRATION DATE	9/30/2011
COMMENCEMENT DATE	2/01/1992	TERM 19 YEARS 08 MONTHS	
MOVE IN/OPEN DATE	12/07/1991	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	12/07/1991	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	12/07/1991		

LATE CHARGES

TYPE	NONE	CALC. TYPE MONTHLY OUTSTANDING	
GRACE PERIOD: FIXED	00	FIXED AMOUNT	.00
: CALCULATED	00	PERCENTAGE	.00%
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	2.23	7,686.25	M	92,235.00	12/07/1991
PROMO FUND	.09	318.25	M	3,819.00	12/07/1991
EST - CAM	1.82	6,279.00	M	75,348.00	12/07/1991
TOTALS	4.13	14,283.50		171,402.00	

FIXED BILLING - COMMENCING OCTOBER 1, 2001, TENANT PAYS MINIMUM RENT OF \$2.75
PSF & % RENT IS NO LONGER APPLICABLE. COMMENCING

APRIL 1, 2003, PREMISES EXPANDED TO 41,448 SF. MINIMUM RENT
CALCULATED AT \$2.75 ON ORIGINAL AREA OF 33,540 SF.

PROMO FUND - CALCULATED AT \$3,000 IN INITIAL LEASE YEAR AND INCREASES ANNUALLY
BY CPI INCREASE

- CPI BASE MONTH = JANUARY

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

- OPERATING COSTS - TENANT DOES NOT PAY SECURITY EXPENSES
- ADMINISTRATION FEE LIMITED TO 5% OF OPERATING COSTS
 - TENANT DOES NOT PAY DEP'N, PYLON SIGN, REPAIRS TO ROOF, FOUNDATIONS, SUB-FLOORS AND OUTER WALLS; MECHANICAL, ELECTRICAL AND ELECTRICIAN REPAIRS OTHER THAN WEAR AND TEAR
 - CAM CAP DOES NOT INCLUDE INSURANCE
 - CALCULATION IS AREA OF LEASED PREMISES

509 GOLDEN MILE SHOPPING CNT

UNIT# 1000 EXTRA FOODS

GLA

- CAM CAPPED AT \$1.50 FOR THE FIRST TWO YEAR. INCREASED BY
CPI - ALL ITEMS - REGINA EVERY TWO YEARS
DECEMBER 1991 TO DECEMBER 1993 = \$1.50
DECEMBER 1993 TO DECEMBER 1995 =
DECEMBER 1995 TO DECEMBER 1997 =
DECEMBER 1997 TO DECEMBER 1999 =
DECEMBER 1999 TO DECEMBER 2001 = \$1.616
DECEMBER 2001 TO DECEMBER 2003 = \$1.818

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

REAL ESTATE TAXES - CALCULATION BASED ON SEPARATE ASSESSMENT OR CALCULATED AS;
TENANT SHARE = GROUND FLOOR OF LEASED PREMISES

G.L.A.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE 9-MISCELLANEOUS
ALERT DATE 06/01/2003
EFFECTIVE DATE 04/01/2003
ENDING DATE 00/00/0000
ANNUAL CHARGE

SURVEY REQUIRED TO CONFIRM AREA.

EVENT TYPE 9-MISCELLANEOUS
ALERT DATE 03/01/2004
EFFECTIVE DATE 01/01/2004
ENDING DATE 00/00/0000
ANNUAL CHARGE

CAM CPI ADJUSTMENT

EVENT TYPE 9-MISCELLANEOUS
ALERT DATE 03/01/2004
EFFECTIVE DATE 01/01/2004
ENDING DATE 00/00/0000
ANNUAL CHARGE

ADJUST PROMO DUES PER CPI RETRO-ACTIVE TO
JANUARY. CPI BASE MONTH = JANUARY.

009 GOLDEN MILE SHOPPING CNT

UNIT# 1000 EXTRA FOODS

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	7-OPTION RENEWAL	
ALERT DATE	04/01/2011	
EFFECTIVE DATE	09/30/2011	4-5 YR, 1ST-5 YEAR RENT = \$3.50 PSF;
ENDING DATE	00/00/0000	2ND-5 YR \$4.50 PSF, BALANCE OF RENEWALS AT
ANNUAL CHARGE		MARKET; 6 MOS NOTICE

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY

509 GOLDEN MILE SHOPPING CNT UNIT# 1400 GOLDEN MILE BOWLING LANES

3189 REGINA ENTERTAINMENT GROUP LTD
14-3806 ALBERT ST.
REGINA SK S2S 3R2STORE#
UNIT AREA 13,501.00
DIMENSIONS .0 X .0

00000-0000

ATTN: JIM JOHNSON
PHONE (000)

EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - BOWLING ALLEY INCLUDING THE SALE OF FOOD, BEVERAGES,
AND LIQUOR FOR CONSUMPTION ON THE PREMISES (2).
- RELOCATION (44).
- COLLATERIAL SECURITY AGREEMENT IN FAVOR OF THE LANDLORD
COVERING EQUIPMENT ON PREMISES AND SECURING THE TENANT'S
LEASE COVENANTS
- ADDITIONAL MINIMUM RENT (23) DELETED.

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: LOCAL

STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	8/01/2003	
COMMENCEMENT DATE	8/01/2003	EXPIRATION DATE 7/31/2008
MOVE IN/OPEN DATE	8/01/1994	TERM 5 YEARS 00 MONTHS
DATE BASE RENT BEGINS	8/01/1994	SECURITY DEPOSIT .00
DATE OTHER CHARGES BEGIN	8/01/1994	SECURITY DEPOSIT DATE 0/00/0000

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT .00
: CALCULATED	10	PERCENTAGE 2.00%
OUTSTANDING IN EXCESS OF	.00	

LATE CHARGES - GREATER OF \$25.00 OR 2% (35(d)).

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	2.70	3,037.73	M	36,452.76	8/01/1994
PROMO FUND	.04	50.00	M	600.00	8/01/1994
EST - CAM	.47	529.00	M	6,348.00	8/01/1994
REALTY TAX	1.63	1,839.00	M	22,068.00	8/01/1994
TOTALS	4.84	5,455.73		65,468.76	

09 GOLDEN MILE SHOPPING CNT UNIT# 1400 GOLDEN MILE BOWLING LANES

FIXED BILLING - SEPTEMBER - NOVEMBER, 1998 - GROSS RENT FREE PERIOD.

PERCENTAGE RENT GENERAL SALES INFORMATION

MAJOR DIVISION: 9 OTHER

GROUPING:

CATEGORY: W03 BOWLING ALLEY

LEVEL	PERCENT	BREAKPOINT
1ST	6.00%	40,000.00
2ND		
3RD		
4TH		
5TH		

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

SALES YEAR END	07/31
REPORTING FREQ.	M
SALES REPORT DUE IN	15 DAYS
PAYMENT FREQ.	M
CALCULATION CODE	R
SALES AUDIT ALLOWED?	YES
DATE OF LAST AUDIT	00/00

PERCENTAGE RENT - FOOD, BEVERAGES AND LIQUOR ONLY.

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OPERATING COSTS - ADDITIONAL RENT (OPERATING EXPENSES, HVAC COSTS AND UTILITIES) SHALL NOT EXCEED \$5,868/A FOR THE FIRST YEAR OF THE LEASE TERM (08/94 - 07/95), SUBJECT TO AN ANNUAL CPI INCREASE (CPI - CITY OF REGINA) (5(a)).

- LANDLORD RESPONSIBLE FOR ANY HVAC REPAIRS TO TENANT'S HVAC UNIT > \$2,500/A (LAA 7/23/99 (6)).

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

REAL ESTATE TAXES - \$20,172 PER ANNUM FOR EXTENSION TERM (LAA 7/23/99 (4)).

- SHOULD THE CITY OF REGINA ELIMINATE THE BUSINESS TAX, TENANT'S ANNUAL TAXES SHALL BE EQUAL TO \$20,172 PLUS ANY ADDITIONAL AMOUNT ASSESSED DUE TO ELIMINATION OF BUSINESS TAX (LAA 7/23/099 (4)).

509 GOLDEN MILE SHOPPING CNT

UNIT# 1400

GOLDEN MILE BOWLING LANES

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	02/01/2008	
EFFECTIVE DATE	07/31/2008	OTR - NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% ANNUALLY (35(d)).

LANDLORD WORK - \$9,250.

09 GOLDEN MILE SHOPPING CNT

UNIT# 1500 WINNERS

201 WINNERS MERCHANTS INC.
6715 AIRPORT ROAD, SUITE 500
MISSISSAUGA, ON
L4V 1Y2

STORE# 331

UNIT AREA

25,125.00

DIMENSIONS

.0 X

.0

00000-0000

ATTN: REAL ESTATE DEPT.

PHONE (905) 405-8000 EXT-00000

FAX (905) 405-1848

- TENANT INFORMATION - USE - SOFT GOODS DEPARTMENT STORE (4(a)).
- OPTION TO EXPAND - IF CIBC IS NO LONGER OCCUPYING ITS PREMISES, THE TENANT HAS RIGHT TO EXPAND INTO SUCH SPACE UPON 90 DAYS WRITTEN NOTICE. RENT TO BE SET AT SAME RATE AS SET FORTH IN THIS LEASE. TENANT ALLOWANCE = \$10 PSF OF EXPANSION AREA (LA 11/01/02 (5)).
 - RENTAL ABATEMENT - IF FOR ANY PERIOD OF MORE THAN 60 CONSECUTIVE DAYS, LESS THAN 70% OF TOTAL GLA IS OPEN FOR BUSINESS THEN (A) TENANT'S FIXED CHARGES = LESSER OF MONTHLY MINIMUM RENT AND 2.25% GROSS SALES, AND (B) TENANT MAY TERMINATE ON 15 DAYS NOTICE (4.7).
 - RELOCATION (18.15) (DELETED).
 - RIGHT OF FIRST REFUSAL TO EXPAND - CIBC PREMISES - UNIT #4 (FAL 01/10/02 (18.15)).
 - OPTION TO TERMINATE - TENANT SHALL HAVE RIGHT TO TERMINATE LEASE ANYTIME AFTER 4TH ANNIVERSARY OF COMMENCEMENT DATE (NOVEMBER 14/06); 6 MONTHS NOTICE (4.1).
 - REIMBURSEMENT OF HVAC REPAIRS AND REPLACEMENTS - LANDLORD SHALL REIMBURSE TENANT FOR REPAIRS OR REPLACEMENTS TO HVAC SYSTEM WITHIN SIX MONTHS OF LEASE TERMINATION FOR AN AMOUNT EQUAL TO THE PRODUCT OF SUCH COST MULTIPLIED BY A FRACTION THE DENOMINATOR OF WHICH IS 120 AND THE NUMERATOR OF WHICH IS 120 MINUS THE NUMBER OF MONTHS BETWEEN THE DATE OF THE MAKING OF SUCH REPAIRS AND/OR REPLACEMENTS AND THE DATE OF THE TERMINATION OF THE TERM (8.1).
 - RENOVATION TO SHOPPING CENTRE - PRIOR TO PERFORMING ANY RENOVATION, REPAVING OR OTHER REMODELLING WORK TO SHOPPING CENTRE OR COMMON AREA, LANDLORD TO PROVIDE TENANT 60 DAYS NOTICE (9.7).

UNIT: INCOME PRODUCING

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

TENANT: PRIME

EXCLUSIVE - NO OTHER PREMISES IN THE SHOPPING CENTRE SHALL AT ANY TIME CONTAIN MORE THAN 15,000 SQ.FT. OF FLOOR AREA USED OR OCCUPIED FOR, OR DEVOTED TO, THE SALE OR DISPLAY OF SOFT GOODS (AS DEFINED BY THE TRADE FROM TIME TO TIME), INCLUDING IN THE COMPUTATION OF SUCH FLOOR AREA 1/2 OF ALL FLOOR AREA IN ANY AISLES, CORRIDORS OR SIMILAR

509 GOLDEN MILE SHOPPING CNT

UNIT# 1500 WINNERS

SPACES EXCLUDING EXTRA FOODS, LIQUIDATION WORLD AND THEIR REPLACEMENTS (SCH B 4(b)).

- PROHIBITED USES - BREW PUB PROVIDED IT IS FROM UNIT 20 NORTH
 - MEDICAL AND OFFICE SERVICES - NOT TO EXCEED 10% OF LEASABLE FLOOR AREA OF SHOPPING CENTRE
 - RESTAURANTS - NO MORE THAN 2,000 SQ FT, SOUTH OF UNIT #20 (SCH B 4(a)).
- NO KIOSK - WITHIN 150 FT OF DEMISED PREMISES (SCH B 2).
- PARKING AREAS - SHOPPING CENTRE WILL CONTAIN AT LEAST 4.5 PARKING SPACES FOR SO-CALLED STANDARD SIZE CARS, FOR EVERY 1,000 SQ FT FLOOR AREA IN SHOPPING CENTRE EXCLUDING BASEMENT AREAS (SCH B 2).
- PARKING LOT - TENANT CONSENT REQUIRED (SCH B 1 & 2).
- PARKING STALLS - LANDLORD SHALL PROVIDE TENANT 4 PARKING STALLS EQUIPPED WITH ELECTRICAL PLUG-INS, FOR EXCLUSIVE USE OF TENANT'S EMPLOYEES AT REAR OF BUILDING (LA 11/01/02 (11)).
- ADDITIONAL BUILDINGS/PADS - NO BUILDING OR STRUCTURES OTHER THAN CANOPIES ATTACHED TO STORE BUILDINGS, LIGHTING EQUIPMENT AND OTHER SIGNS PERMITTED BY PROVISIONS OF THIS LEASE MAY BE BUILT IN ANY AREA OF SHOPPING CENTRE OTHER THAN IN THE AREAS SHOWN ON LEASE PLAN AS BUILDING AREAS. SUCH BUILDING AREAS INCLUDE THE EXPANSIONS OF EXTRA FOODS AND LIQUIDATION WORLD AND THE PAD AND GAS BAR. THE AREA LABELLED PAD ON THE LEASE PLAN SHALL NOT CONTAIN MORE THAN THE SQUARE FEET OF BUILDING FLOOR AREA SHOWN ON THE LEASE PLAN AND NO BUILDING OR SIGN THEREON SHALL BE MORE THAN 20 FEET IN HEIGHT ABOVE THE GROUND (SCH B 1).

LEASE DATE	7/13/2001	EXPIRATION DATE	11/30/2012
COMMENCEMENT DATE	11/15/2002	TERM 10 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	11/15/2002	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	2/14/2004	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	2/14/2004		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - 2% OVER CIBC PRIME (13.6).

509 GOLDEN MILE SHOPPING CNT

UNIT# 1500 WINNERS

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	7.75	16,226.50	M	194,718.00	2/14/2004
EST - CAM	4.00	8,375.00	M	100,500.00	2/14/2004
TOTALS	11.74	24,601.50		295,218.00	

FIXED BILLING - GROSS FREE PERIOD FROM NOV 15/02 - FEB 12/04
(CONSTRUCTION DELAY FROM MARCH 31/02 TO NOVEMBER 13/02 = 228
DAYS X 2 = 456 DAYS GROSS FREE PERIOD) (4.5(a)).
- MEZZANINE AREA = 1,500 SQ FT - NO MINIMUM RENT OR ADDITIONAL
CHARGES APPLY (SCH A).

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 1 DEPARTMENT STORE

GROUPING:
CATEGORY: A01 DEPARTMENT STORE

LEVEL	PERCENT	BREAKPOINT	NB	SALES YEAR END	01/31
1ST	2.25%	8,654,133.33		REPORTING FREQ.	A
2ND				SALES REPORT DUE IN	120 DAYS
3RD				PAYMENT FREQ.	A
4TH				CALCULATION CODE	R
5TH				SALES AUDIT ALLOWED?	YES
OFFSETS/RECAPTURES		NO		DATE OF LAST AUDIT	00/00
CERTIFIED REPORT REQUIRED?		YES			

PERCENTAGE RENT - SALES YEAR = FEBRUARY TO JANUARY (7.1)
- FIRST LEASE YEAR = NOVEMBER 15/02 - JANUARY 31/04 (7.1(a)).

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OPERATING COSTS - TENANT HAS \$4.00 PSF CAP ON CAM & TAXES ALLOCATED AS FOLLOWS:
\$2.00 PSF TOWARDS CAM AND \$2.00 PSF TOWARD TAXES.
- THE \$4.00 PSF CAP IS IN EFFECT IN THE FIRST YEAR PAYABLE,
SUBJECT TO INCREASES AS FOLLOWS: THE LESSER OF (1) 110% OF
TENANT'S ACTUAL PAYMENTS FOR PRIOR YEAR OR (2) THE TENANT'S
PAYMENT FOR THE PREVIOUS YEAR UNDER THIS \$4.00 PSF CAP PLUS
THE ACTUAL INCREASE OR MINUS THE DECREASE IN WHAT THE TENANT'S
PAYMENTS WOULD BE WITHOUT CONSIDERING THE CAP (6.9).

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

509 GOLDEN MILE SHOPPING CNT

UNIT# 1500 WINNERS

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

REAL ESTATE TAXES - TENANT HAS \$4.00 PSF CAP ON CAM AND TAXES ALLOCATED AS FOLLOWS:

- \$2.00 PSF TOWARDS CAM AND \$2.00 PSF TOWARDS TAXES
- THE \$4.00 PSF CAP IS IN EFFECT IN THE FIRST LEASE YEAR PAYABLE, SUBJECT TO INCREASES AS FOLLOWS: THE LESSER OF 104% OF TENANT'S ACTUAL PAYMENTS FOR PRIOR YEAR OR TENANT'S PAYMENT FOR THE PREVIOUS YEAR UNDER THIS \$4.00 PSF CAP PLUS THE ACTUAL INCREASE OR MINUS THE DECREASE IN WHAT THE TENANT'S PAYMENTS WOULD BE WITHOUT CONSIDERING THE CAP (6.9)
- NEITHER LANDLORD OR TENANT MAY APPEAL PROPERTY TAXES WITHOUT HAVING GIVEN PRIOR WRITTEN NOTICE TO THE OTHER (6.6).

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	1-rent increase	605000 RENT
ALERT DATE	10/01/2007	
EFFECTIVE DATE	12/01/2007	\$18,320.31/MONTH; \$8.75 PSF.
ENDING DATE	00/00/0000	
ANNUAL CHARGE	219,843.75	

EVENT TYPE	7-OPTION RENEWAL	
ALERT DATE	05/31/2012	
EFFECTIVE DATE	11/30/2012	3-5 YR;1ST RT=\$238,687.50/A;2ND RT=\$263,812.50
ENDING DATE	00/00/0000	A;3RD RT=\$288,937.50/A; 6 MOS NOTICE OR 20 DAY
ANNUAL CHARGE		AFTER LL NOTICE TO TEN THAT OTR NOT EXCERISED.

RENT SCHEDULE NOTE

GENERAL

LANDLORD WORK - PAYMENT TO TENANT = \$45,000 (3.3).

009 GOLDEN MILE SHOPPING CNT

UNIT# 1600 RAINBOW CINEMAS

430 RAINBOW CINEMAS INC.
16-3806 ALBERT ST.
REGINA, SK
S4S 3R2

STORE#
UNIT AREA 23,711.00
DIMENSIONS .0 X .0

00000-0000

TTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - 1,400 SEAT DISCOUNT MOVIE THEATRE COMPLETE WITH FOOD CONCESSION AND ALL FACILITIES AND OFFERINGS FOUND IN SIMILAR COMPLEXES LOCATED ELSEWHERE, TOGETHER WITH COIN OPERATED AMUSEMENTS - #2
- GUARANTOR - INDEPENDENT THEATRE SUPPLY LTD.
14306 - 115th STREET
EDMONTON, AB
- RELOCATION - #44
- ADDITIONAL MINIMUM RENT - #23 - DELETED

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE.
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

EXCLUSIVE - SHARED PARKING AGREEMENT - BETWEEN TENANT AND LANDLORD.
- LIMIT THE SALE OF TICKETS IN THE THEATRE TO A MAXIMUM OF 810 PATRONS EACH DAY BETWEEN 9 AM AND 6 PM. DOES NOT APPLY WHEN 50% OR MORE OF THE REMAINING TENANTS ARE NOT OPEN FOR BUSINESS. - 2(a)(b)

LEASE DATE	6/15/1998	EXPIRATION DATE	3/31/2008
COMMENCEMENT DATE	3/23/1998	TERM 10 YEARS 00 MONTHS	
MOVE IN/OPEN DATE	12/01/1997	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	12/01/1997	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	12/01/1997		

LATE CHARGES TYPE	PERCENTAGE	CALC. TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT .00
: CALCULATED	10	PERCENTAGE 2.00%
OUTSTANDING IN EXCESS OF	.00	

LATE CHARGES - GREATER OF 2% OR \$25.00 - #35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 1600

RAINBOW CINEMAS

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	8.50	16,795.29	M	201,543.48	12/01/1997
EST - CAM	3.49	6,902.00	M	82,824.00	12/01/1997
REALTY TAX	5.60	11,071.00	M	132,852.00	12/01/1997
TOTALS	17.59	34,768.29		417,219.48	

PERCENTAGE RENT GENERAL SALES INFORMATION

MAJOR DIVISION: 9 OTHER

GROUPING:

CATEGORY: W04 CINEMAS

LEVEL	PERCENT	BREAKPOINT
1ST	4.00%	800,000.00
2ND	6.00	1,200,001.00
3RD		
4TH		
5TH		

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

SALES YEAR END	03/31
REPORTING FREQ.	M
SALES REPORT DUE IN	0 DAYS
PAYMENT FREQ.	M
CALCULATION CODE	R
SALES AUDIT ALLOWED?	YES
DATE OF LAST AUDIT	00/00

PERCENTAGE RENT - EXCLUDES FOOD CONCESSION SALES
- LEASE AMENDMENT NEEDED TO CHANGE % RENT
- TENANT SHALL PAY ESTIMATED % RENT FOR FISCAL PERIOD IN
MONTHLY INSTALLMENTS - #7(a)

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OPERATING COSTS - \$3.15 PSF PER ANNUM FOR FIRST YEAR UNTIL DECEMBER 31,
INCREASED BY CPI - ALL ITEMS, CITY OF REGINA
THE FIRST OF JANUARY EACH FOLLOWING YEAR, IN THE PROPORTION
WHICH THE CPI AT OCTOBER 31 PRECEDING THE FIRST DAY OF JANUARY
BEARS TO THE CPI FOR THE IMMEDIATELY PRECEDING TWELVE MONTH
PERIOD - #58.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

REAL ESTATE TAXES - \$2.75 PSF PER ANNUM FOR FIRST YEAR UNTIL DECEMBER 31,
INCREASED BY CPI - ALL ITEMS, CITY OF REGINA, ADJUSTED

009 GOLDEN MILE SHOPPING CNT

UNIT# 1600 RAINBOW CINEMAS

ANNUALLY ON THE FIRST OF JANUARY, USING 1997 AS THE BASE
YEAR -#59.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	7-OPTION RENEWAL
ALERT DATE	10/01/2007
EFFECTIVE DATE	03/31/2008
ENDING DATE	00/00/0000
ANNUAL CHARGE	

2-5 YR; RTBN NOT < RENT PAID IN LAST YEAR, 6
MOS. TENANT TO COMPLETE SUB RENOV IF NOT YET
DONE.

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)
LANDLORD'S WORK - NOT TO EXCEED \$35.00 PSF - #60

509 GOLDEN MILE SHOPPING CNT

UNIT# 1700 LIQUIDATION WORLD

8156 LIQUIDATION WORLD INC.
3900 - 29TH ST NE
CALGARY AB T1Y 6B6

STORE#
UNIT AREA 15,194.00
DIMENSIONS .0 X .0

00000-0000

ATTN:

PHONE (403)250-1222 EXT-00000

FAX (403)291-1306

TENANT INFORMATION - USE - RETAIL CENTRE FOR GENERAL MERCHANDISE
- SUBLEASE - BARGAIN SHOP INC. TO LIQUIDATION WORLD
OCT 18/99

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: LOCAL

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? YES

EXCLUSIVE - NO OTHER SPACE SHALL BE USED OR OCCUPIED AS A VARIETY STORE, OR
JR. DEPARTMENT STORE EXCEPT ZELLERS SPACE IF USED BY ZELLERS OR
A SUBTENANT OF ZELLERS (33).
- PRK RATIO - GREATER OF 943 AUTO SPACES OR 4.4 SPACES / 1,000 SQ FT
OF GLA - OCT 7/77 AGREEMENT (2).
- KIOSK - NOT WITHIN 100 FEET OF PREMISES - OCT 7/77 AGREEMENT(3(c)).

LEASE DATE	1/25/2000	EXPIRATION DATE	1/31/2006
COMMENCEMENT DATE	2/01/2001	TERM	5 YEARS 00 MONTHS
MOVE IN/OPEN DATE	2/01/1996	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	2/01/1996	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	2/01/1996		

LATE CHARGES

TYPE	NONE	CALC. TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	00	FIXED AMOUNT .00
: CALCULATED	00	PERCENTAGE .00%
OUTSTANDING IN EXCESS OF	.00	

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	3.18	4,029.00	M	48,348.00	2/01/1996
EST - CAM	.68	866.00	M	10,392.00	2/01/1996
TOTALS	3.86	4,895.00		58,740.00	

FIXED BILLING - EFFECTIVE JULY 4, 1999 - PERCENTAGE RENT NO LONGER APPLICABLE AS
A RESULT OF SUBLEASE TO LIQUIDATION WORLD.

09 GOLDEN MILE SHOPPING CNT

UNIT# 1700

LIQUIDATION WORLD

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OPERATING COSTS - TENANT PAYS PRO RATA HVAC COSTS

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	9-MISCELLANEOUS	
ALERT DATE	10/01/2003	
EFFECTIVE DATE	04/01/2003	ARRANGE SURVEY
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	08/01/2005	
EFFECTIVE DATE	01/31/2006	OTR - NIL
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

INTEREST - N/A

509 GOLDEN MILE SHOPPING CNT

UNIT# 8040 BRAUN, SHEPHERD & MUMA

0951 BRAUN, SHEPHERD & MUMA
204 - 3988 ALBERT STREET
REGINA, SK
S4S 3R1

STORE#
UNIT AREA .00
DIMENSIONS .0 X .0

00000-0000

ATTN:

PHONE (306)586-6020 EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - FILE STORAGE (TOA(2)).

- OPTION TO TERMINATE - TENANT - 10 DAYS PRIOR WRITTEN NOTICE
OR SUBJECT TO A PENALTY OF \$500.

- LANDLORD - UNCONDITIONAL (TOA(5)).

UNIT: INCOME PRODUCING

LEASE: SIGNED

TENANT: LOCAL

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	5/01/2003	EXPIRATION DATE	4/30/2004
COMMENCEMENT DATE	5/01/2003	TERM	1 YEARS 00 MONTHS
MOVE IN/OPEN DATE	5/01/2003	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	5/01/2003	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	5/01/2003		

LATE CHARGES

TYPE	NONE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	00	FIXED AMOUNT	.00
: CALCULATED	00	PERCENTAGE	.00%
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	.00	.00	M	.00	5/01/2003
RT-STORAGE	.00	50.00	M	600.00	5/01/2003
TOTALS	.00	50.00		600.00	

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

LSR010 12/12/2003 16:41:54

LEASE SUMMARY

PAGE 2

09 GOLDEN MILE SHOPPING CNT

UNIT# 8040

BRAUN, SHEPHERD & MUMA

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	04/01/2004	
EFFECTIVE DATE	04/30/2004	OTR - NIL (TOA).
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

509 GOLDEN MILE SHOPPING CNT UNIT# 9000 WESTERN CANADA LOTTERY

7934 SASK SPORT DISTRIBUTORS INC.
1870 LORNE ST.
REGINA SK S4P 2L7STORE#
UNIT AREA 100.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - THE OPERATION OF A LOTTERY BOOTH SELLING LOTTERY TICKETS AND INFORMATION CENTRE PROVIDING SUCH INFORMATION SERVICES AS THE SHOPPING CENTRE MGR AND THE TENANTS MAY AGREE, ACTING REASONABLY (2). THE TENANT WILL PROVIDE AT NO COST TO THE LANDLORD, CUSTOMERS, OR TENANTS OF THE SHOPPING CENTRE GENERAL INFORMATION SERVICES TO THE PUBLIC (59(a)).

- ADDITIONAL MINIMUM RENT - \$1.00 PSF IF NEW ANCHOR OR MAJOR TENANT LOCATES AT THE SHOPPING CENTRE (23).
- RELOCATION (44).
- OPTION TO TERMINATE - IF TENANT LOSES LOTTERY DESIGNATION FOR SK UPON 3 MONTHS NOTICE - TENANT.

UNIT: OUT-PARCEL

LEASE: SIGNED

TENANT: PRIME

STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	11/01/2002	EXPIRATION DATE	10/31/2007
COMMENCEMENT DATE	11/01/2002	TERM	5 YEARS 00 MONTHS
MOVE IN/OPEN DATE	10/01/1996	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	10/01/1996	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	10/01/1996		

LATE CHARGES

TYPE	PERCENTAGE	CALC. TYPE	MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	10	FIXED AMOUNT	.00
: CALCULATED	10	PERCENTAGE	2.00%
OUTSTANDING IN EXCESS OF	.00		

LATE CHARGES - GREATER OF 2% OR \$25.00 (35(d)).

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	110.00	916.67	M	11,000.04	10/01/1996
PROMO FUND	1.50	12.50	M	150.00	10/01/1996
SEAS DECOR	.23	1.92	M	23.04	10/01/1996

509 GOLDEN MILE SHOPPING CNT		UNIT# 9000	WESTERN CANADA LOTTERY	
ST - CAM	5.88	49.00	M	588.00
REALTY TAX	9.24	77.00	M	924.00
-----		-----	-----	
TOTALS	126.85	1,057.09		12,685.08

PROMOTION - TENANT SHALL, DURING THE ANNUAL OCTOBER ANNIVERSARY SALE, CONTRIBUTE NO LESS THAN \$250 WORTH OF LOTTERY PRODUCT.

PERCENTAGE RENT GENERAL SALES INFORMATION
 MAJOR DIVISION: 4 KIOSK-PERMANENT

GROUPING:
 CATEGORY: S08 TICKET OFFICE

LEVEL	PERCENT	BREAKPOINT	NB	SALES YEAR END	10/31
1ST	1.00%	1,100,004.00		REPORTING FREQ.	M
2ND				SALES REPORT DUE IN	15 DAYS
3RD				PAYMENT FREQ.	M
4TH				CALCULATION CODE	R
5TH				SALES AUDIT ALLOWED?	YES
OFFSETS/RECAPTURES		NO		DATE OF LAST AUDIT	00/00
CERTIFIED REPORT REQUIRED?		YES			

CAM INFORMATION

BASE YEAR	1991
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
RESERVE PERCENTAGE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	109,842.28
RATIO	.000910
SHOULD CREDIT INVOICE BE PRINTED?	Y

BASE AMOUNT	.00 PSF	.0
BILLING CLASS	A	
CATCH UP?	N	
INCREASE PERCENT.	.000%	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	100.00	OVERVERRIDE
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

BASE YEAR	0000
BILLING FREQ.	A
ADMINISTRATIVE FEE	.000%
MINIMUM CHARGE	.00
BUILDING SQ.FT.	119,430.98
RATIO	.000837
SHOULD CREDIT INVOICE BE PRINTED?	Y

BASE AMOUNT	.00 PSF	.0
RESPONSIBLE FOR	ABCD	
CATCH UP?	N	
MAXIMUM CHARGE	.00	
ROOM SQ.FT.	100.00	OVERVERRIDE
DENOMINATOR BASED ON LEASABLE		
NO LESS THAN 00% OF GLA		

REAL ESTATE TAXES - 15% ADMINISTRATION FEE ON PROPERTY TAXES.

509 GOLDEN MILE SHOPPING CNT

UNIT# 9000

WESTERN CANADA LOTTERY

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	05/01/2007	
EFFECTIVE DATE	10/31/2007	OTR - NIL.
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

RENT SCHEDULE NOTE

GENERAL

LANDLORD COSTS - \$7,000 + GST.
INTEREST - PRIME PLUS 3% - ANNUALLY - #35(d)

509 GOLDEN MILE SHOPPING CNT

UNIT# 9010 2SEND COMMUNICATIONS (TOA)

570 2SEND COMMUNICATIONS INC.
1501 ALBERT ST
REGINA SK S4P 2S5STORE#
UNIT AREA 100.00
DIMENSIONS .0 X .0

00000-0000

TTN:
PHONE (306)525-5000 EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF TELEPHONES, TELEPHONE SERVICE,
TELEPHONE ACCESSORIES, WIRELESS CABLE SERVICE,
INTERNET SERVICE AND ANY OTHER PRODUCTS AS ENDORSED
BY ROGERS AT&T THAT ARE AVAILABLE IN SASK (TOA(2)).
- OPTION TO TERMINATE - TENANT - UPON 10 DAYS NOTICE OR
SUBJECT TO PENALTY OF \$500.
- LANDLORD - UNCONDITIONAL (TOA(5)).

UNIT: OUT-PARCEL
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	10/03/2003	EXPIRATION DATE	1/14/2004
COMMENCEMENT DATE	10/15/2003	TERM	YEARS 04 MONTHS
MOVE IN/OPEN DATE	10/15/2003	SECURITY DEPOSIT	1,050.00
DATE BASE RENT BEGINS	10/15/2003	SECURITY DEPOSIT DATE	1/01/2004
DATE OTHER CHARGES BEGIN	10/15/2003		

LATE CHARGES		CALC. TYPE MONTHLY OUTSTANDING
TYPE	NONE	FIXED AMOUNT .00
GRACE PERIOD: FIXED	00	PERCENTAGE .00%
: CALCULATED	00	
OUTSTANDING IN EXCESS OF	.00	

FIXED CHARGES	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	126.00	1,050.00	M	12,600.00	10/15/2003
TOTALS	126.00	1,050.00		12,600.00	

509 GOLDEN MILE SHOPPING CNT

UNIT# 9010

2SEND COMMUNICATIONS (TOA)

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:

CATEGORY: S07 TELEPHONE STORE

LEVEL	PERCENT	BREAKPOINT
1ST	.00%	.01
2ND		
3RD		
4TH		
5TH		

SALES YEAR END	01/31
REPORTING FREQ.	M
SALES REPORT DUE IN	10 DAYS
PAYMENT FREQ.	N
CALCULATION CODE	R
SALES AUDIT ALLOWED?	YES
DATE OF LAST AUDIT	00/00

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY
ALERT DATE	01/01/2004
EFFECTIVE DATE	01/14/2004
ENDING DATE	00/00/0000
ANNUAL CHARGE	

OTR - NIL (TOA).

509 GOLDEN MILE SHOPPING CNT UNIT# 9020 CANADIAN TOYS VENDING

105 CANADIAN TOYS VENDING INC.
SUITE 105 - 2700 SIMPSON ROAD
RICHMOND, B.C
V6X 2P9STORE#
UNIT AREA
DIMENSIONS .0 X .00 .0

00000-0000

TTN:
PHONE (000) EXT-00000 FAX (000)000-0000ENANT INFORMATION - USE - VENDING MACHINE EQUIPMENT
- RESPONSIBLE FOR INSTALLATION, COLLECTION OF MONIES,
MAINTENANCE AND REPAIR OF EACH CRANE.UNIT: OUT-PARCEL
LEASE: SIGNED
STATUS: MONTH TO MONTH
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	5/01/2001	EXPIRATION DATE	/00/0000
COMMENCEMENT DATE	5/01/2002	TERM	YEARS 00 MONTHS
MOVE IN/OPEN DATE	5/01/2001	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	5/01/2001	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	5/01/2001		

LATE CHARGES		
TYPE	NONE	CALC.TYPE MONTHLY OUTSTANDING
LEASE PERIOD: FIXED	00	FIXED AMOUNT .00
: CALCULATED	00	PERCENTAGE .00%
OUTSTANDING IN EXCESS OF	.00	

FIXED CHARGES				
	PER	PERIOD	FREQ.	ANNUAL
	SQ.FT.	CHARGE	OF CHG.	CHARGE
BASE RENT	.00	.00	M	.00
TOTALS	.00	.00		.00

509 GOLDEN MILE SHOPPING CNT

UNIT# 9020

CANADIAN TOYS VENDING

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 9 OTHER

GROUPING:

CATEGORY: P05 NOVELTY & AMUSEMENT

LEVEL	PERCENT	BREAKPOINT
1ST	25.00%	.00
2ND		
3RD		
4TH		
5TH		

NB

SALES YEAR END 12/31

REPORTING FREQ. M

SALES REPORT DUE IN 10 DAYS

PAYMENT FREQ. M

CALCULATION CODE R

SALES AUDIT ALLOWED? YES

DATE OF LAST AUDIT 00/00

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

PERCENTAGE RENT - PAYMENT INCLUDES GST

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

509 GOLDEN MILE SHOPPING CNT

UNIT# 9050 EXTRA FOODS (GAS BAR)

940 WESTFAIR PROPERTIES LTD
3189 GRANDVIEW HWY
VANCOUVER, B.C.
V5M 2E9STORE#
UNIT AREA 15,400.00
DIMENSIONS .0 X .0

00000-0000

ATTN: ANITA DYCK

PHONE (604)439-5495 EXT-00000

FAX (604)439-5431

TENANT INFORMATION - USE - THE RETAIL SALE OF GASOLINE, PETROLEUM PRODUCTS,
OTHER FUELS, AUTOMOTIVE GOODS AND SERVICES AND
CONFECTION ITEMS AND FOR NO OTHER PURPOSE.

UNIT: OUT-PARCEL

LEASE: SIGNED

TENANT: PRIME

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	9/01/2001	EXPIRATION DATE	9/30/2011
COMMENCEMENT DATE	4/01/2003	TERM 8 YEARS 06 MONTHS	
MOVE IN/OPEN DATE	3/29/2003	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	4/01/2003	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	4/01/2003		

LATE CHARGES

TYPE	NONE	CALC. TYPE MONTHLY OUTSTANDING	
GRACE PERIOD: FIXED	00	FIXED AMOUNT	.00
: CALCULATED	00	PERCENTAGE	.00%
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES

	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	1.62	2,083.33	M	24,999.96	4/01/2003
TOTALS	1.62	2,083.33		24,999.96	

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

REAL ESTATE TAXES - CALCULATION BASED ON SEPARATE ASSESSMENT OR CALCULATED AS:

509 GOLDEN MILE SHOPPING CNT

UNIT# 9050

EXTRA FOODS (GAS BAR)

TENANT SHARE =	LAND ASSESSMENT	PREMISE AREA
	----- X -----	-----
	TOTAL ASSESSMENT	TOTAL AREA

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	7-OPTION RENEWAL
ALERT DATE	04/01/2011
EFFECTIVE DATE	09/30/2011
ENDING DATE	00/00/0000
ANNUAL CHARGE	

4-5 YR, 1-5 YEAR RENT = \$30,000 / A; 2-5 YR =
\$35,000 / A; BALANCE OF RENEWALS AT MARKET; 3
MOS NOTICE.

RENT SCHEDULE NOTE

GENERAL

INTEREST - PRIME + 3% ANNUALLY.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0213M *VACANT*

998 VACANT

STORE#

UNIT AREA

1,425.60

DIMENSIONS

.0 X

.0

00000-0000

ATTN:

PHONE (000)

EXT-00000

FAX (000)000-0000

UNIT: INCOME PRODUCING

LEASE: UNSIGNED

TENANT:

STATUS: VACANT UNIT, NO LEASE IN EFFECT

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE 0/00/0000
COMMENCEMENT DATE 0/00/0000
MOVE IN/OPEN DATE 0/00/0000
DATE BASE RENT BEGINS 0/00/0000
DATE OTHER CHARGES BEGIN 0/00/0000

EXPIRATION DATE /00/0000
TERM YEARS 00 MONTHS
SECURITY DEPOSIT .00
SECURITY DEPOSIT DATE 0/00/0000

DATE CHARGES

TYPE NONE
GRACE PERIOD: FIXED 00
: CALCULATED 00
OUTSTANDING IN EXCESS OF .00

CALC. TYPE MONTHLY OUTSTANDING
FIXED AMOUNT .00
PERCENTAGE .00%

FIXED CHARGES

	PER SQ. FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	.00	.00	M	.00	0/00/0000
TOTALS	.00	.00		.00	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0077B VACANT

9998 VACANT

STORE#

UNIT AREA

150.00

DIMENSIONS

.0 X

.0

00000-0000

ATTN:

PHONE (000)

EXT-00000

FAX (000)000-0000

UNIT: INCOME PRODUCING

LEASE: UNSIGNED

TENANT:

STATUS: VACANT UNIT, NO LEASE IN EFFECT

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	0/00/0000	EXPIRATION DATE	/00/0000
COMMENCEMENT DATE	0/00/0000	TERM	YEARS 00 MONTHS
MOVE IN/OPEN DATE	0/00/0000	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	0/00/0000	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	0/00/0000		

LATE CHARGES

TYPE	NONE	CALC. TYPE MONTHLY OUTSTANDING	
GRACE PERIOD: FIXED	00	FIXED AMOUNT	.00
: CALCULATED	00	PERCENTAGE	.00%
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	.00	.00	M	.00	0/00/0000
TOTALS	.00	.00		.00	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0015D ADMINISTRATION OFFICE

97 MISCELLANEOUS - NON TENANT

STORE#
UNIT AREA 240.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000

UNIT: NON-INCOME PRODUCING

TENANT: LOCAL

LEASE: UNSIGNED

STATUS: VACANT UNIT, NO LEASE IN EFFECT

DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	0/00/0000	EXPIRATION DATE	/00/0000
COMMENCEMENT DATE	0/00/0000	TERM YEARS 00 MONTHS	
MOVE IN/OPEN DATE	0/00/0000	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	0/00/0000	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	0/00/0000		

DATE CHARGES		
TYPE	NONE	CALC. TYPE MONTHLY OUTSTANDING
GRACE PERIOD: FIXED	00	FIXED AMOUNT .00
: CALCULATED	00	PERCENTAGE .00%
OUTSTANDING IN EXCESS OF	.00	

FIXED CHARGES	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	.00	.00	M	.00	0/00/0000
TOTALS	.00	.00		.00	

CAM INFORMATION
TENANT IS NOT PAYING PRO-RATA CAM.OTHER MAINTENANCE
TENANT IS NOT PAYING OTHER MAINTENANCE.REAL ESTATE TAX INFORMATION
TENANT IS NOT PAYING REAL ESTATE TAXES.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0017B MAPLE LEAF FUDGE (TOA)

4872 SHAND, DEBBIE

475 1ST STREET

SWIFT CURRENT SK S9H 0N3

00000-0000

STORE#

UNIT AREA 640.00

DIMENSIONS .0 X .0

ATTN:

PHONE (306)773-2304 EXT-00000

FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF FUDGE AND CONFECTION-RELATED MERCHANDISE (TOA(2)).

- OPTION TO TERMINATE - TENANT - UPON 10 DAYS NOTICE OR SUBJECT TO PENALTY OF \$500.

- LANDLORD - UNCONDITIONAL (TOA(5)).

UNIT: INCOME PRODUCING

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE

DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE 11/17/2003

COMMENCEMENT DATE 11/17/2003

MOVE IN/OPEN DATE 11/17/2003

DATE BASE RENT BEGINS 11/17/2003

DATE OTHER CHARGES BEGIN 11/17/2003

EXPIRATION DATE 12/31/2003

TERM YEARS 01 MONTHS

SECURITY DEPOSIT 1,605.00

SECURITY DEPOSIT DATE 12/01/2003

LATE CHARGES

TYPE NONE

GRACE PERIOD: FIXED 00

: CALCULATED 00

OUTSTANDING IN EXCESS OF .00

CALC.TYPE MONTHLY OUTSTANDING

FIXED AMOUNT .00

PERCENTAGE .00%

FIXED CHARGES					
	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	28.13	1,500.00	M	18,000.00	11/17/2003
TOTALS	28.12	1,500.00		18,000.00	

509 GOLDEN MILE SHOPPING CNT

UNIT# 0017B MAPLE LEAF FUDGE (TOA)

PERCENTAGE RENT GENERAL SALES INFORMATION
 MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:
 CATEGORY: B07 CANDY AND NUTS

LEVEL	PERCENT	BREAKPOINT
1ST	.00%	.01
2ND		
3RD		
4TH		
5TH		

SALES YEAR END	12/31
REPORTING FREQ.	M
SALES REPORT DUE IN	10 DAYS
PAYMENT FREQ.	N
CALCULATION CODE	R
SALES AUDIT ALLOWED?	YES
DATE OF LAST AUDIT	00/00

FFSETS/RECAPTURES NO
 CERTIFIED REPORT REQUIRED? YES

CAM INFORMATION
 TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE
 TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION
 TENANT IS NOT PAYING REAL ESTATE TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	12/01/2003	OTR - NIL (TOA).
EFFECTIVE DATE	12/31/2003	
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

509 GOLDEN MILE SHOPPING CNT

UNIT# 0018 PLANET XMAS (TOA)

7369 WOOD, ANDREW
STE 305 SOUTH TOWER
5811 COONEY ROAD
RICHMOND BC V6X 3M1 00000-0000

STORE#
UNIT AREA 1,114.00
DIMENSIONS .0 X .0

ATTN:
PHONE (604)315-6309 EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF DECORATED CHRISTMAS TREES AND ACCESSORIES (TOA(2)).
- OPTION TO TERMINATE - TENANT - UPON 10 DAYS NOTICE OR SUBJECT TO PENALTY OF \$500.
- LANDLORD - UNCONDITIONAL (TOA(5)).

UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	11/15/2003	EXPIRATION DATE	12/15/2003
COMMENCEMENT DATE	11/15/2003	TERM	YEARS 01 MONTHS
MOVE IN/OPEN DATE	11/15/2003	SECURITY DEPOSIT	963.00
DATE BASE RENT BEGINS	11/15/2003	SECURITY DEPOSIT DATE	12/01/2003
DATE OTHER CHARGES BEGIN	11/15/2003		

LATE CHARGES		CALC.TYPE MONTHLY OUTSTANDING	
TYPE	NONE	FIXED AMOUNT	.00
GRACE PERIOD: FIXED	00	PERCENTAGE	.00%
: CALCULATED	00		
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	19.39	1,800.00	M	21,600.00	11/15/2003
TOTALS	19.38	1,800.00		21,600.00	

CAM INFORMATION
TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE
TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION
TENANT IS NOT PAYING REAL ESTATE TAXES.

509 GOLDEN MILE SHOPPING CNT UNIT# 0023 HYUNDAI OF REGINA (TOA)

945 604329 SASKATCHEWAN LTD.
PO BOX 27085
555 BROAD ST
REGINA SK S4R 8R8STORE#
UNIT AREA 753.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (000) EXT-00000 FAX (000)000-0000TENANT INFORMATION - USE - DISPLAY AND SALE OF AUTOMOBILES AND HYUNDAI
PROMOTIONAL ACCESSORIES (TOA(3)).
- OPTION TO TERMINATE - LANDLORD - UNCONDITIONAL (TOA(11)).UNIT: INCOME PRODUCING
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE	7/01/2003	EXPIRATION DATE	12/31/2003
COMMENCEMENT DATE	7/01/2003	TERM	YEARS 06 MONTHS
MOVE IN/OPEN DATE	7/01/2003	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	7/01/2003	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	7/01/2003		

LATE CHARGES	NONE	CALC. TYPE MONTHLY OUTSTANDING	
TYPE	00	FIXED AMOUNT	.00
GRACE PERIOD: FIXED	00	PERCENTAGE	.00%
: CALCULATED	.00		
OUTSTANDING IN EXCESS OF			

FIXED CHARGES	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	15.94	1,000.00	M	12,000.00	7/01/2003
TOTALS	15.93	1,000.00		12,000.00	

FIXED BILLING - TENANT MAY DISPLAY UP TO THREE AUTOMOBILES IN THE COMMON AREA AT
A RATE OF \$75 PER CAR PER WEEK ((TOA(4))).CAM INFORMATION
TENANT IS NOT PAYING PRO-RATA CAM.OTHER MAINTENANCE
TENANT IS NOT PAYING OTHER MAINTENANCE.

509 GOLDEN MILE SHOPPING CNT

UNIT# 0023 HYUNDAI OF REGINA (TOA)

REAL ESTATE TAX INFORMATIONTENANT IS NOT PAYING REAL ESTATE TAXES...

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	12/01/2003	
EFFECTIVE DATE	12/31/2003	OTR - NIL, TOA.
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

509 GOLDEN MILE SHOPPING CNT

UNIT# 9030 CRYSTAL MAGIC (TOA)

1787 GIL, MARK
PO BOX 423
OSLER SK SOK 3A0STORE#
UNIT AREA 100.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (306) 717-0435 EXT-00000

FAX (306) 239-4629

TENANT INFORMATION - USE - RETAIL SALE OF LASER IMAGE PRODUCTS INCLUDING SUN
CATCHERS, CRYSTAL CUBES, ETCHED CLOCKS AND LIKE
MERCHANDISE AND NO OTHER (TOA(2)).
- OPTION TO TERMINATE - TENANT - UPON 10 DAYS NOTICE OR
SUBJECT TO PENALTY OF \$500.
- LANDLORD - UNCONDITIONAL (TOA(5)).

UNIT: OUT-PARCEL

TENANT: LOCAL

LEASE: SIGNED

STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

LEASE DATE	12/01/2003	EXPIRATION DATE	12/24/2003
COMMENCEMENT DATE	12/01/2003	TERM	YEARS 01 MONTHS
MOVE IN/OPEN DATE	12/01/2003	SECURITY DEPOSIT	.00
DATE BASE RENT BEGINS	12/01/2003	SECURITY DEPOSIT DATE	0/00/0000
DATE OTHER CHARGES BEGIN	12/01/2003		

LATE CHARGES

TYPE	NONE	CALC. TYPE MONTHLY OUTSTANDING	
GRACE PERIOD: FIXED	00	FIXED AMOUNT	.00
: CALCULATED	00	PERCENTAGE	.00%
OUTSTANDING IN EXCESS OF	.00		

FIXED CHARGES

	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	189.00	1,575.00	M	18,900.00	12/01/2003
TOTALS	189.00	1,575.00		18,900.00	

509 GOLDEN MILE SHOPPING CNT

UNIT# 9030

CRYSTAL MAGIC (TOA)

PERCENTAGE RENT GENERAL SALES INFORMATION

MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:

CATEGORY: S06 OTHER RETAIL

LEVEL	PERCENT	BREAKPOINT
1ST	.00%	.01
2ND		
3RD		
4TH		
5TH		

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

SALES YEAR END	12/31
REPORTING FREQ.	M
SALES REPORT DUE IN	10 DAYS
PAYMENT FREQ.	N
CALCULATION CODE	R
SALES AUDIT ALLOWED?	YES
DATE OF LAST AUDIT	00/00

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	12/01/2003	
EFFECTIVE DATE	12/24/2003	OTR - NIL (TOA).
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

509 GOLDEN MILE SHOPPING CNT UNIT# 9040 EDWORTHY, RAY & VIVIAN (TOA)

635 EDWORTHY, RAY & VIVIAN STORE#
 26 - 3806 ALBERT ST UNIT AREA 60.00
 REGINA SK S4S 3R2 DIMENSIONS .0 X .0

00000-0000

ATTN: PHONE (306)586-3501 EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF MEN'S AND LADIES' WATCHES (TOA(2)).
 - OPTION TO TERMINATE - TENANT - UPON 10 DAYS NOTICE OR
 SUBJECT TO PENALTY OF \$500.
 - LANDLORD - UNCONDITIONAL (TOA(5)).

UNIT: INCOME PRODUCING
 LEASE: SIGNED
 STATUS: OCCUPIED UNIT WITH VALID LEASE
 DOES TENANT HAVE EXCLUSIVE? NO
 TENANT: LOCAL

LEASE DATE 11/26/2003 EXPIRATION DATE 12/31/2003
 COMMENCEMENT DATE 11/26/2003 TERM YEARS 01 MONTHS
 MOVE IN/OPEN DATE 11/26/2003 SECURITY DEPOSIT 1,070.00
 DATE BASE RENT BEGINS 11/26/2003 SECURITY DEPOSIT DATE 12/01/2003
 DATE OTHER CHARGES BEGIN 11/26/2003

LATE CHARGES
 TYPE NONE
 GRACE PERIOD: FIXED 00
 : CALCULATED 00
 OUTSTANDING IN EXCESS OF .00
 CALC.TYPE MONTHLY OUTSTANDING
 FIXED AMOUNT .00
 PERCENTAGE .00%

FIXED CHARGES	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	200.00	1,000.00	M	12,000.00	11/26/2003
TOTALS	200.00	1,000.00		12,000.00	

509 GOLDEN MILE SHOPPING CNT

UNIT# 9040

EDWORTHY, RAY & VIVIAN (TOA)

PERCENTAGE RENT GENERAL SALES INFORMATION
MAJOR DIVISION: 2 SPECIALTY STORE

GROUPING:
CATEGORY: S06 OTHER RETAIL

LEVEL	PERCENT	BREAKPOINT
1ST	.00%	.01
2ND		
3RD		
4TH		
5TH		

OFFSETS/RECAPTURES NO
CERTIFIED REPORT REQUIRED? YES

SALES YEAR END	12/31
REPORTING FREQ.	M
SALES REPORT DUE IN	10 DAYS
PAYMENT FREQ.	N
CALCULATION CODE	R
SALES AUDIT ALLOWED?	YES
DATE OF LAST AUDIT	00/00

CAM INFORMATION

TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE

TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION

TENANT IS NOT PAYING REAL ESTATE TAXES.

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	12/01/2003	
EFFECTIVE DATE	12/31/2003	OTR - NIL (TOA).
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

509 GOLDEN MILE SHOPPING CNT

UNIT# 9060 WATKINS (TOA)

7882 FEROZDIN, YUSAF
1638 LONGWORTHY BAY
REGINA SK S4V 1B7STORE#
UNIT AREA 100.00
DIMENSIONS .0 X .0

00000-0000

ATTN:
PHONE (306)789-8830 EXT-00000 FAX (000)000-0000

TENANT INFORMATION - USE - RETAIL SALE OF WATKINS BRAND PRODUCTS ONLY (TOA(2)).
- OPTION TO TERMINATE - TENANT - UPON 10 DAYS NOTICE OR
SUBJECT TO PENALTY OF \$500.
- LANDLORD - UNCONDITIONAL (TOA(5)).

UNIT: OUT-PARCEL
LEASE: SIGNED
STATUS: OCCUPIED UNIT WITH VALID LEASE
DOES TENANT HAVE EXCLUSIVE? NO

TENANT: LOCAL

LEASE DATE 11/15/2003
COMMENCEMENT DATE 11/15/2003
MOVE IN/OPEN DATE 11/15/2003
DATE BASE RENT BEGINS 11/15/2003
DATE OTHER CHARGES BEGIN 11/15/2003

EXPIRATION DATE 12/27/2003
TERM YEARS 01 MONTHS
SECURITY DEPOSIT .00
SECURITY DEPOSIT DATE 0/00/0000

LATE CHARGES
TYPE NONE
GRACE PERIOD: FIXED 00
: CALCULATED 00
OUTSTANDING IN EXCESS OF .00

CALC. TYPE MONTHLY OUTSTANDING
FIXED AMOUNT .00
PERCENTAGE .00%

FIXED CHARGES	PER SQ.FT.	PERIOD CHARGE	FREQ. OF CHG.	ANNUAL CHARGE	CHARGE BEGINS
BASE RENT	180.00	1,500.00	M	18,000.00	11/15/2003
TOTALS	180.00	1,500.00		18,000.00	

CAM INFORMATION
TENANT IS NOT PAYING PRO-RATA CAM.

OTHER MAINTENANCE
TENANT IS NOT PAYING OTHER MAINTENANCE.

REAL ESTATE TAX INFORMATION
TENANT IS NOT PAYING REAL ESTATE TAXES.

509 GOLDEN MILE SHOPPING CNT

UNIT# 9060

WATKINS (TOA)

INCREASES/OPTIONS/FUTURE EVENTS

EVENT TYPE	6-LEASE EXPIRY	
ALERT DATE	12/01/2003	
EFFECTIVE DATE	12/27/2003	OTR - NIL (TOA).
ENDING DATE	00/00/0000	
ANNUAL CHARGE		

SCHEDULE C
SERVICE CONTRACTS

Janitorial	dated July 1, 2001	Miller Janitorial Service Expires June 30, 2004
Snow Removal	dated October 1, 2003	Site Management Expires April 30, 2004
Elevator	dated March 1, 2002	Kone Expires on three month notice
Security System	dated January 1, 2000	Secure Tech Expires January 1, 2004 (renews for one year if not terminated)

All other contracts (office equipment, security, garbage etc. are month-to-month.

SCHEDULE "D"

PERMITTED ENCUMBRANCES

- Caveat No. 102143292 by F.W. Woolworth Co. Limited
- Caveat No. 102143304 by Loblaw Groceries Co. Limited
- Caveat No. 102143315 by The Canadian Bank of Commerce
- Caveat No. 102143326 by The Royal Bank of Canada
- Caveat No. 102143337 by The Royal Bank of Canada
- Caveat No. 102143348 by F.W. Woolworth Co. Limited
- Caveat No. 102143359 by Canadian Imperial Bank of Commerce
- Caveat No. 102143360 by The Royal Bank of Canada
- Caveat No. 102143371 by The Royal Bank of Canada
- Caveat No. 102143382 by Morton's Regina Ltd.
- Caveat No. 102143393 by Royal Bank of Canada
- Caveat No. 102143405 by Royal Bank of Canada
- Caveat No. 102143416 by Westfair Foods Ltd.
- Caveat No. 102143427 by Westfair Foods Ltd.
- Caveat No. 102143438 by Westfair Foods Ltd.
- Easement No. 102143449 by Saskatchewan Power Corporation
- Caveat No. 102143450 by Canadian Imperial Bank of Commerce
- Personal Property Security Interest No. 102143461 by Royal Bank of Canada
- Caveat No. 102143472 by Morton's Regina Ltd.
- Planning and Development Act Caveat No. 102143483 by The City of Regina
- Personal Property Security Interest No. 102143494 by Pacific Concessions, Inc.
- Restrictive Covenant No. 102143506 by Pacific Concessions Inc.
- Caveat No. 102143517 by Pacific Concessions Inc.
- Caveat No. 102143573 by Morton's Regina Ltd.
- Miscellaneous Interest No. 103741275 by Winners Merchants Inc.
- Miscellaneous Interest No. 107217389 by Loblaw Properties West Inc.
- Lease No. 115751189 by Morton's Regina Ltd.
- Restrictive Covenant No. 118119113 by The Current Dominant Tenement
- The new first mortgage to be registered against title to the Lands (if any).
- Any other encumbrances evidencing the Approved Leases.

SCHEDULE E

WARRANTIES AND GUARANTEES

- Construction Warranty on link addition expires June 30, 2004
- Roof Warranty (Winners Expansion and Liquidation World loading dock)
- Standard Roof Warranty – nine years left
- Warranties in respect of four new Lennox HVACs installed July 2002, if any.

SCHEDULE F

TENANT ESTOPPEL CERTIFICATE

TO: [PURCHASER]

AND TO: [LENDER, if any]

RE: [NAME OF PROPERTY]

We hereby certify that:

1. We are a tenant of space in the above building under a lease between [Vendor] (the "Landlord") and us as tenant dated ●, ●, as amended or renewed as set out in Exhibit A attached to this certificate (collectively, the "Lease"), details of which are set out in Exhibit A.
2. The Lease is unamended except as provided in Exhibit A, is a good, valid and subsisting lease presently in full force and effect and contains the entire agreement between the Landlord and us relating to the terms of the use and occupation by us of our space, and there are no other agreements or understandings, (written or verbal) between us and the Landlord, or any predecessor in title to the Landlord.
3. The space which is leased to us pursuant to the Lease comprises the area as provided in Exhibit A.
4. Except as provided in Exhibit A, the Lease has not been assigned nor has the whole or any part of the space been sublet by us.
5. The basic rent payable under the Lease is as set out in Exhibit A. Basic rent and additional rent under the Lease have been paid to today's date and there has been no prepayment of basic rent other than payment of the current month's instalment and no security deposit or other prepayment has been made under the Lease, except as provided in Exhibit A.
6. We have taken possession of our space and have commenced paying regular instalments of full monthly rent. Our premises are being used for the purpose set out in the Lease. All improvements required to be made to our space by the Landlord have been fully completed and our space is entirely satisfactory for our use.
7. There is no default or breach under the Lease on our part nor, to our knowledge, on the part of the Landlord, and the Lease is in good standing.
8. There are no loans outstanding between us and the Landlord, whether for tenant improvements or for any other purpose.

9. There is no right of termination, option to purchase, right of first refusal or renewal right contained in the Lease, except as provided in Exhibit A.

10. There is no existing dispute, claim, set-off, defence or counterclaim by or against the Landlord, except as provided in Exhibit A.

11. There is no litigation or governmental or municipal proceeding commenced or pending or threatened against us with respect to the space leased by us.

12. We have not received any notice that the Landlord has assigned the Lease or the rent payable under the Lease.

13. There are no allowances, incentives, inducements, benefit packages or any other moneys owing or which may become due and owing by the Landlord to us at any time (howsoever characterized) under the Lease, except as provided in Exhibit A.

We understand that you have requested this certificate as a closing document in the proposed purchase of the property by you from the Landlord presently scheduled for completion on or about 19

DATED:

[NAME OF TENANT]

By: c/s

Exhibit A - Lease Information

EXHIBIT A

[TO TENANT ESTOPPEL CERTIFICATE]

Unit No.:

**Date of
Lease:**

**Gross Rentable
Area:**

Net Rentable Area:

Monthly Basic Rent:

Percentage Rent:

Net Rent:

Commencement Date of current Term:

Expiry of Term:

**Renewal
Options:**

Rights of First Refusal:

Prepaid Rent:

Security Deposit(s):

Amendments to Lease (including assignment or sublease):

Inducements:

SCHEDULE G
ENVIRONMENTAL MATTERS

See attached environmental reports.



September 8, 2000

ZE00986

Mr. Philbert Kim, Executive Assistant
Peregrin Property Services Inc.
Suite 800 - 510 5th Street S.W.
Calgary, AB T2P 3S2

Dear Mr. Kim

**Re: UPDATE TO PHASE I ENVIRONMENTAL SITE ASSESSMENT
GOLDEN MILE SHOPPING CENTRE, REGINA, SASKATCHEWAN**

AGRA Earth & Environmental Limited (AEE) is pleased to present this update to the Phase I Environmental Site Assessment (ESA) report dated July 1994 (AEE file # VE50476). The Phase I ESA update consisted of a review of the original report, review of other documents pertaining to activities at the site, and a site reconnaissance to determine revisions, if any, to the conclusions and recommendations of the original report.

In 1999, a Phase I & II ESA were performed by Clifton Associates for the former Petro-Canada service station formerly located on the site. These ESAs revealed hydrocarbon contamination at the site in excess of Saskatchewan Environment and Resource Management (SERM) guidelines. Approval to decommission the Petro-Canada facility was received from SERM via a letter dated April 30, 1999. The Petro-Canada facility was decommissioned in May 1999 and a decommissioning and remediation report was prepared by Clifton Associates in June 1999. A closure letter dated January 18, 2000 was provided by SERM. However, AGRA notes that there is still residual hydrocarbon contamination in the vicinity of the former Petro-Canada facility (i.e., at depths greater than excavated and beneath Albert Street to the east).

AGRA concludes that there is a moderate risk of incurring additional financial liability with respect to the residual contamination in the vicinity of the former Petro-Canada facility if it is disturbed during future site activities or through activities conducted adjacent to the site.

The site reconnaissance was conducted on September 5, 2000 by AEE representative Mr. Derek Tuchscherer. Observations made at the time of the site reconnaissance were compared to items listed in the checklist completed for the July 1994 report.

In summary, the July 1994 report revealed potential environmental concerns associated with suspect asbestos containing materials (ACMs). Documentation with respect to the suspect asbestos containing materials was not available at the time of this update. Therefore, our original conclusions and recommendations with respect to ACMs and other hazardous building materials are still in effect at this time.

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The Canadian Standards Association (CSA) notes that no environmental site assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of a standardized environmental site assessment protocol is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with the property, given reasonable limits of time and cost.

This report has been prepared for the exclusive use of Peregrin Inc., or its agents, for specific application to the property located at 3806 Albert Street, Regina, Saskatchewan. The environmental assessment update was conducted in accordance with the verbal and written requests from Peregrin Inc. and generally accepted assessment practices. No other warranty, expressed or implied, is made.

I trust this is satisfactory. If you have any questions please call myself at the above noted telephone number or Mr. Chad Taylor at (504) 294-3811.

Prepared by:
AGRA Earth & Environmental Limited

Derek Tuchscherer, A.S., A.A.S.
Environmental Technologist

Reviewed by:
for Chad M. Taylor, M.A.Sc., P.Eng., C.E.S.A.
Project Reviewer, Burnaby Env. Div.

Facility Decommissioning and Remedial
Excavation Program
Petro-Canada Products Service Station
Outlet No. 74469
3800 Albert Street
Regina, Saskatchewan

Petro-Canada Products

File K1314.4

24 June 1999

Distribution:
Rick Lemoine, Petro-Canada Products - 1 bound, 1 unbound
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Executive Summary

A facility decommissioning and remedial excavation program was performed at the Petro-Canada Products service station, Outlet No. 74469, located at 3800 Albert Street in Regina, Saskatchewan. The remedial objective was to remove as much soil as possible from the site containing residual hydrocarbon concentrations in excess of Saskatchewan Environment and Resource Management (SERM) Future Land Use guidelines for commercial/industrial sites. To accomplish the objective, conventional excavation techniques were employed with consideration for Saskatchewan Labour Occupational Health and Safety requirements.

The facility decommissioning program included the removal of 5 - 22,700 L steel underground storage tanks, 2 pump islands, associated underground piping, a kiosk building, canopy, storage shed, waste disposal bin, and fencing.

The excavation program consisted of excavating to approximately 5.5 m to 7.5 m depth in the area of the underground storage tanks and pump islands. Soil samples recovered during a previous Clifton Associates Ltd. environmental site investigation in the areas of the underground storage tanks and pump islands identified elevated combustible vapour concentrations exceeding 10,000 ppm between surface and 9.5 m depth. Laboratory analysis of soil samples recovered from these areas between 0.6 m to 8.2 m depth, with vapour concentrations exceeding 10,000 ppm, indicated hydrocarbon concentrations exceeding SERM commercial/industrial guidelines.

A total of approximately 6,060 metric tonnes ($4,340 \text{ m}^3$) of soil was removed during the remedial excavation program. Of this total, approximately 5,820 metric tonnes was disposed of by Hazco Environmental Services Ltd. at the Virden Treatment and Disposal Facility in Virden, Manitoba. Approximately 260 metric tonnes of soil was disposed of at the City of Regina landfill as clean fill.

Based on combustible soil vapour concentrations and laboratory analysis, soil remaining at the north, west and south faces of the excavation has hydrocarbon concentrations below SERM commercial/industrial guidelines. As well, soil remaining at the base of the excavation in the area of the underground storage tanks has hydrocarbon concentrations below SERM commercial/industrial guidelines. At the east face of the excavation along the property boundary, and at the base of the excavation in the area of the pump islands, soil with combustible vapour concentrations exceeding 10,000 ppm remains. Laboratory analysis of soil

samples recovered from these areas indicated BTEX and TPH concentrations exceeding SERM commercial/industrial guidelines.

The excavation was backfilled with Regina clay material compacted in place to an average of +100% of standard Proctor dry density and an average moisture content of 29%. Regina clay was chosen as the backfill material to aid in preventing future migration of combustible vapours back onto the site or into future developments on site. As part of the backfilling program, a mono-layer membrane consisting of a linear low-density polyethylene (RUFCO 4000B) was placed along the entire length of the east face of the excavation, and over the base of the excavation underlying the pump islands to further aid in preventing future migration of combustible vapours back onto the site and into future developments on site.

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1.0 Introduction

1.1 Scope

This report documents the facility decommissioning and remedial excavation activities undertaken at the Petro-Canada Products service station, Outlet No. 74469, located at 3800 Albert Street in Regina, Saskatchewan.

1.2 Background

Clifton Associates Ltd. conducted an environmental investigation at the site in March 1999. At the time of the investigation, the service station facilities were operating. Results of the investigation were documented in a report dated 17 March 1999 (File R1314.2) and indicated the presence of combustible soil vapour concentrations exceeding 10,000 ppm in the areas of the underground storage tanks and pump islands between surface and 9.1 m depth. Soil samples of native clay and silt recovered from the areas of the pump islands and underground storage tanks between 0.6 m and 8.2 m depth, with vapour concentrations exceeding 10,000 ppm, indicated BTEX and TPH concentrations exceeding SERM commercial/industrial guidelines. Locations of the bore holes drilled and monitor wells installed during the March 1999 Clifton Associates Ltd. environmental site investigation are presented in Drawing No. R1314.4-1.

A monitoring and groundwater sampling program was conducted at the site on 21 April 1999. Results of the monitoring and groundwater sampling program were presented in a letter dated 30 April 1999. During the monitoring program a film (<1 mm) of free product was encountered in monitor well BH108, located between the underground storage tanks, pump islands and kiosk building. Groundwater samples recovered from monitor wells BH101 and BH105, located in the areas of the pump islands and underground storage tanks, had dissolved hydrocarbon concentrations exceeding SERM non-potable groundwater guidelines.

The purpose of the May 1999 remedial excavation program was to remove as much soil as possible from the site, using conventional excavation techniques, having elevated residual hydrocarbon concentrations exceeding SERM commercial/industrial guidelines. Saskatchewan Environment and Resource

Management (SERM) was notified of the work to be undertaken in a letter dated 16 April 1999. Saskatchewan Environment and Resource Management provided approval of the facility decommissioning and remedial excavation program in a letter dated 30 April 1999.

Petro-Canada Products retained Clifton Associates Ltd. to provide engineering services during the remedial excavation program. The scope of work was to:

- Observe and document the facility decommissioning work.
- Monitor combustible soil vapour concentrations and visually inspect the excavation extents to assist the contractor in determining the extent of excavation required.
- Arrange for laboratory analysis of representative soil samples.
- Document the mass of soil excavated.
- Document subsurface conditions.

Petro-Canada Products contracted Capital Petroleum Service Ltd. of Regina, Saskatchewan to perform the facility decommissioning work. Hazco Environmental Services Ltd. of Carlyle, Saskatchewan was contracted by Petro-Canada Products to perform the remedial excavation and backfilling services.

1.3 Remedial Objectives

The remedial objectives were to:

- Remove as much soil as possible exceeding SERM commercial/industrial guidelines from the areas of the underground storage tank and pump islands, using conventional excavation techniques.
- Compact Regina clay backfill to 95% of standard Proctor dry density at a moisture content of optimum $\pm 1.5\%$.

1.4 Utilities

SaskEnergy, SaskTel, SaskPower and the City of Regina were contacted by the contractor to check the location of all services prior to the start of the work. No active underground utility lines were impacted by the excavation work.

2.0 Excavation Activities

2.1 Facility Decommissioning

The facility decommissioning work was initiated on 03 May 1999 and completed on 13 May 1999. As part of the decommissioning work, Clifton Associates Ltd. personnel were on site to observe the condition of the underground storage tanks upon removal.

The petroleum storage and distribution facilities at the site were decommissioned by Capital Petroleum Service Ltd. of Regina, Saskatchewan. The facilities included 5 - 22,700 L steel underground storage tanks, 2 pump islands, and associated underground piping. The kiosk building, canopy, storage shed, waste disposal bin, and fencing were also removed from the site as part of the facility decommissioning work. Visual inspection of the underground storage tanks by Clifton Associates Ltd. personnel during decommissioning indicated that the tanks appeared to be in good condition with no rusting, pitting or holes.

The underground storage tanks were transported to Capital Petroleum Service Ltd.'s compound in Regina, Saskatchewan for destruction.

2.2 Remedial Excavation

Prior to initiating the remedial excavation program a protective chain link fence was erected and maintained to surround the entire site.

The remedial excavation program was conducted in the area of the underground storage tanks and pump islands. The excavation work was conducted without impacting existing facilities adjacent to the site and was restricted to on site.

The excavation program was initiated on 17 May 1999 and was completed on 30 May 1999. Excavation was conducted with a Kobelco K909LC-II Trackhoe.

loading semi-trailer trucks. The excavation slopes were maintained at 1:1 along the north, west and south excavation faces. The east face of the excavation was excavated steeper than 1:1 at the property boundary to remove additional hydrocarbon contaminated soil. A ramp for equipment access during backfilling was excavated in the west face of the excavation.

Soil samples were obtained during the remedial excavation program to control the excavation progress. Soil samples were collected at the final extents of the excavation to document the residual concentrations of hydrocarbons which remained in place.

Soil samples were collected in 500 mL glass jars filled approximately one half full with soil, sealed and held until the soil sample reached room temperature before measuring the available headspace with a portable Trace-Techtor combustible vapour analyzer calibrated for hexane. Duplicate soil samples were recovered at each sampling location and were collected in 125 mL glass jars with minimal headspace. The duplicate soil samples were held in cold storage until selected samples were shipped to Enviro-Test Laboratories in Saskatoon, Saskatchewan for analysis of BTEX, TPH, and lead.

Horizontal control in locating the final extents of the excavation and sampling locations was established on site by means of a construction grid. The construction grid is presented in Drawing No. R1314.4-1.

2.3 Extent of Excavation

The final extent of the excavation is presented in Drawing No. R1314.4-1. A total mass of 6,080 metric tonnes ($4,340 \text{ m}^3$) of soil was removed during the excavation program. The mass of soil excavated was determined by means of scales located at the Virden Treatment and Disposal Facility and City of Regina Landfill. Photograph Nos. 1 and 2 show the final extents of the remedial excavation. The depth of the excavation generally ranged from 5.5 m in the area of the underground storage tanks to 7.5 m in the area of the pump islands.

3.0 Field And Laboratory Results

Laboratory analysis results were correlated to the soil remaining in place through combustible soil vapour concentrations. Sampling points and their respective combustible vapour concentrations are presented in Drawing No. R13144-2 and Appendix A. Ten soil samples (GM7, GM13, GM30, GM43, GM47, GM58, GM62, GM78, GM81 and GM86), recovered from the faces and base of the excavation, were sent for laboratory analysis because they had the highest combustible vapour concentrations of soil remaining at the final excavation extents. A summary of laboratory results is presented in Table 3.1.

Combustible vapour concentrations of soil remaining at the north face, west face, south face and base underlying the underground tanks were generally below 2,000 ppm. Along the east face at the property boundary and at the base underlying the pump islands, soil with elevated combustible vapour concentrations exceeding 10,000 ppm remain. Excavation east of the site outside property boundaries and into Albert Street to remove soil with elevated combustible vapour concentrations was not conducted. As well, due to the depth of the excavation below the pump islands (7.5 m) and the limited space available towards the east property boundary, excavation below 7.5 m was not feasible due to slope stability concerns along the east face of the excavation.

Six soil samples were analyzed from the north and south faces of the excavation and base underlying the underground tanks, with combustible vapour concentrations between 770 ppm and 6,900 ppm. Laboratory analysis results indicated that these soil samples had BTEX, TPH and lead concentrations below SERM commercial/industrial guidelines.

Four soil samples recovered from the east face of the excavation and base underlying the pump islands, with combustible vapour concentrations between 4,300 ppm and exceeding 10,000 ppm, were analyzed. These soil samples had BTEX and TPH concentrations exceeding SERM commercial/industrial guidelines.

File #13144

Table 3.1
Summary of Laboratory Testing - Soil Samples
 Remedial Excavation
 Former Petro-Canada Products Service Station
 Outlet No. 74869
 3800 Albert Street
 Regina, Saskatchewan

Sample Number	Location	Mature Content	Depth	Benzene	Toluene	Ethylbenzene	Xylenes	Total Volatile Hydrocarbons C ₃ -C ₁₀	Total Extractable Hydrocarbons C ₁₁ -C ₄₀	Total Petroleum Hydrocarbons C ₃ -C ₄₀	Lead	Combustible Vapour ¹
		%	m	µg/g (ppm)	µg/g (ppm)	µg/g (ppm)	µg/g (ppm)	µg/g (ppm)	µg/g (ppm)	µg/g (ppm)	µg/g (ppm)	(ppm)
May 1999												
GM7	North Wall	26	1.5	6.03	0.13	0.13	0.79	13	32 ¹	45	11	6,900
GM13	East Wall	31	1.5	21	48	52	110	7,600	1,400 ¹	2,600	10	>10,000
GM39	Bore	27	7.5	2.1	45	25	172	450	120 ¹	570	11	4,300
GM43	Bore	24	7.5	26	100	54	230	1,300	470 ¹	1,570	21	>10,000
GM47	East Wall	26	4.5	23	33	17	35	410	110 ¹	550	12	>10,000
GM51	South Wall	22	6.0	1.4	0.05	0.09	3.2	94	N.D.	96	12	840
GM62	South Wall	24	2.0	0.46	2.5	0.75	11	34	22 ¹	56	13	1,100
GM76	North Wall	31	4.0	9.4	0.44	2.1	0.68	11	11 ¹	22	12	820
GM81	Bore	28	5.5	6.98	0.03	0.44	6.42	24	N.D.	24	15	770
GM86	Bore	26	5.0	2.3	0.19	0.06	0.56	61	28 ¹	89	11	1,700
Composite	Stockpile	18	n/a	N.D.	0.06	0.14	0.68	12	16	28	9.7	n/a
Detection Limit				0.01	0.01	0.01	0.03	0.5	5		3	
Saskatchewan Environment and Resource Management Risk Based Corrective Action for Petroleum Contaminated Sites (November 1993)											1,000	1,000
Commercial/Industrial				5	30	50	50					

Notes: I GC/FID analysis of total extractables showed major components in the C₆ to C₁₂ carbon range with a pattern indicative of gasoline.

Results are reported on a dry weight basis.

¹ Measured with a Trace-Techlor calibrated for benzene.

Bold and underlined values exceed Saskatchewan Environment and Resource Management Commercial/Industrial Guidelines.

N.D. = Not Detected, below the detection limit.

Total Poreables: This result is a summation of the hydrocarbon concentration from the C₃ to C₁₀ carbon range (including benzene, toluene, ethylbenzene, and xylenes).

Total Extractables: This result is a summation of the hydrocarbon concentration from the C₁₁ to C₄₀ carbon range (including benzene, toluene, ethylbenzene, and xylenes).

Clifton Associates Ltd.

engineering science technology

4.0 Disposal and Treatment

Excavated soil indicating the presence of hydrocarbons was hauled to the Virden Treatment and Disposal Facility located in Virden, Manitoba. A total of 5,820 metric tonnes (4,160 m³) of soil was disposed of at the facility.

Excavated soil indicating limited concentrations of hydrocarbons, based on visual and olfactory inspection, was temporarily stockpiled on site. Following completion of the excavation program, the stockpiled soil was sampled for combustible vapour concentrations and laboratory analysis of BTEX, TPH and lead. Combustible vapour concentrations of six soil samples recovered from within the stockpile are presented in Appendix A. Laboratory analysis results of a composite soil sample recovered from five locations within the stockpile is presented in Table 3.1. Based on results of the stockpile sampling, approximately 260 metric tonnes (186 m³) of stockpiled soil was disposed of at the City of Regina landfill as clean fill.

5.0 Backfilling

The backfilling program was initiated on 31 May 1999 and completed on 08 June 1999. The excavation was back-filled with Regina clay material which was compacted in place. Borrow material was obtained from sources secured by Operation Dirt Inc. of Pilot Butte, Saskatchewan, and Hazco Environmental Services Ltd. of Carlyle, Saskatchewan. Regina clay was chosen as the backfill material to aid in preventing future migration of combustible vapours back onto the site or into future developments on site. Soil remaining at the east face of the excavation and at the base underlying the pump islands had combustible vapour concentrations exceeding 10,000 ppm.

Prior to initiating the backfilling program, a mono-layer membrane consisting of a linear low-density polyethylene (RUFCO 4000B) was placed along the entire length of the east face of the excavation and over the base underlying the pump islands to further aid in preventing future migration of combustible vapours back onto the site or into future developments on site. Photograph No. 3 shows the liner as it is being placed.

To conduct backfilling of the excavation, a ramp was built into the west face of the excavation to move the compaction equipment and trucks into the excavation. Fill

was placed in 150 mm to 300 mm lifts and compacted with a single drum pad foot vibratory roller. Backfilling continued until the site was brought up to within 450 mm of original ground surface. The 450 mm spacing was left to allow for replacement of asphalt pavement.

The mass of backfill material hauled into the excavation was not determined since it was obtained from several locations in the City of Regina without access to a scale.

Field compaction testing in the excavation was conducted as the backfilling work progressed. The final degree of compaction was measured between 93.4% and +100% of standard Proctor dry density. The average degree of compaction was measured at +100% of standard Proctor dry density. The average moisture content in the backfill material was measured at 29%. The Proctor curves and a summary of field density testing is included in Appendix B of this report.

6.0 Summary

The facility decommissioning program included removal of 5 - 22,700 L steel underground storage tanks, 2 pump islands, associated underground piping, a kiosk building, canopy, storage shed, waste disposal bin, and fencing.

In the area of the underground storage tanks and pump islands, soil with elevated residual hydrocarbon concentrations, exceeding SERM commercial/industrial guidelines, was removed from surface to between approximately 5.5 m and 7.5 m depth. Based on combustible soil vapour concentrations and laboratory analysis, soil remaining at the north, west and south faces of the excavation, and at the base underlying the underground storage tanks, has residual hydrocarbon concentrations below SERM commercial/industrial guidelines.

Soil with combustible vapour concentrations exceeding 10,000 ppm remains at the east face of the excavation at the property boundary, and at the base underlying the pump islands. Soil samples recovered from the east face of the excavation, and at the base underlying the pump islands had BTEX and TPH concentrations exceeding SERM commercial/industrial guidelines.

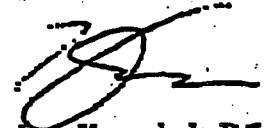
Regina clay was chosen as the backfill material for the excavation to aid in preventing future migration of combustible vapours back onto the site or into future developments on site. As part of the backfilling program a mono-layer membrane consisting of a linear low-density polyethylene (RUFCO 4000E) was placed along the entire length of the east face of the excavation, and over the base of the excavation underlying the pump islands to further aid in preventing future migration of combustible vapours back onto the site and into future developments on site.

7.0 Closure

The work performed by Clifton Associates Ltd. was conducted as per generally accepted engineering practices for soil sampling etc., during a remedial excavation, with no guarantee implied. Clifton Associates Ltd. accepts no responsibility for any deficiencies or inaccuracies in the information provided by others, included in this report, that are the direct result of intentional or unintentional misrepresentations, errors or omissions.

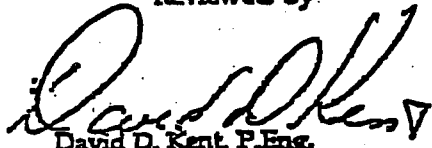
This report was prepared exclusively for our client, Petro-Canada Products, from the office of Clifton Associates Ltd., Regina, Saskatchewan. Release of this report to others, other than to the property owner and the insurance company, and/or reproduction of same by any means for purposes other than stated herein, must first be approved in writing by Clifton Associates Ltd. and the authors of this report. This report was submitted with the best information to date and on the information provided. Opinions expressed in this report may be altered at the sole discretion of the authors if conditions encountered differ significantly from those described herein. If information becomes available which in any way may have a bearing on any of the observations and recommendations stated herein, Clifton Associates Ltd. should be notified immediately in order that we may reassess our recommendations.

Clifton Associates Ltd.



Mitchell A. Kenaschuk, P.Eng.

Reviewed By



David D. Kent, P.Eng.

Association of Professional
Engineers and Geoscientists of Saskatchewan
Cert. of Authorization No. 238

SCHEDULE H

ASSIGNMENT AND ASSUMPTION AGREEMENT

[NAME OF PROPERTY]

This Agreement is dated between [VENDOR] (the "Vendor") and [PURCHASER] (the "Purchaser").

RECITALS

(A) Pursuant to an agreement of purchase and sale made between the Vendor and the Purchaser dated

(the "Purchase Agreement"), the Vendor has agreed to sell the Project to the Purchaser and the Purchaser has agreed to buy the Project from the Vendor.

(B) Capitalized terms which are not defined in this Agreement shall have the same meanings in this Agreement as are ascribed to them in the Purchase Agreement.

(C) The Vendor has agreed to assign to the Purchaser its interest in, to and arising out of:

(a) the Approved Leases, as set out in the rent roll attached as Schedule A, together with the rents and other benefits thereunder (collectively, the "Leases");

(b) the benefit of the Approved Service Contracts, as set out in Schedule B;

(c) the benefit of the Warranties and Guaranties, as set out in Schedule C;

(d) the Permitted Encumbrances listed in Schedule D (the "Project Agreements");

(e) the Chattels; and

(f) the benefit of certain other licenses, permits, approvals and other agreements pertaining to the Project.

(D) The Vendor has duly complied with the provisions of the Project Agreements in connection with the sale of its interest in the Project to the Purchaser.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties covenant and agree as follows:

1. Assignment of Approved Leases and Approved Service Contracts. The Vendor hereby assigns, transfers and sets over unto the Purchaser, for its sole use and benefit, all of the Vendor's right, title and interest in and to:

- (a) the Approved Leases;
- (b) the Approved Service Contracts; and
- (c) the Warranties and Guarantees,

together with all rents, incomes, benefits and other advantages to be derived therefrom.

2. Assignment of Project Agreements. The Vendor hereby assigns, transfers and sets over unto the Purchaser, for its sole use and benefit, all of the Vendor's right, title and interest in and to the Project Agreements, together with all benefits and other advantages to be derived therefrom.

3. Assignment of Chattels. The Vendor hereby grants, bargains, sells, assigns, transfers and sets over unto the Purchaser, for its sole use and benefit, the Chattels.

4. Assumption by Purchaser. The Purchaser hereby assumes all of the Vendor's liabilities and obligations under:

- (a) the Approved Leases;
- (b) the Approved Service Contracts; and
- (c) the Project Agreements,

effective from and including the date of this Agreement and covenants and agrees with the Vendor:

(i) to make payment or otherwise perform such obligations of the Vendor in accordance with the provisions of the Approved Leases, the Approved Service Contracts and the Project Agreements;

(ii) that effective from and including the date of this Agreement, every covenant, attornment, proviso, condition and stipulation contained in the Approved Leases, the Approved Service Contracts and the Project Agreements shall apply to and bind the Purchaser in the same manner and to the same effect as if the Purchaser had executed the same on the date of this Agreement in the place and stead of the Vendor; and

(c) to account to the Vendor for all amounts, if any, which are received by the Purchaser which are properly payable to the Vendor.

5. Indemnities. The Vendor shall indemnify and save the Purchaser harmless from any and all claims, costs, disputes or actions arising pursuant to the Approved Leases, the Approved Service Contracts and the Project Agreements with respect to any matter which has occurred prior to the date of this Agreement. The Purchaser shall indemnify and save the Vendor harmless from any and all claims, costs, disputes or actions arising pursuant to the Approved Leases, the Approved Service Contracts and the Project Agreements with respect to any matter which occurs on or after the date of this Agreement. The Vendor covenants to account to the Purchaser for all amounts which are received by the Vendor which are properly payable to the Purchaser.

6. Licenses and Permits. The Vendor hereby assigns transfers and sets over unto the Purchaser, for its sole use and benefit, all of the Vendor's right, title and interest if any, in each case to the extent assignable, in and to:

- (a) any name by which the Project or the Improvements is identified;
- (b) any and all outstanding licenses (including elevator licenses), permits, approvals, indemnities and other agreements in favour of the Vendor which relate to the Project or the Improvements; and
- (c) all telephone numbers issued to the Vendor with respect to the Improvements.

7. Special Treatment of Contracts. It is expressly understood and agreed that any of the Approved Service Contracts or Project Agreements which are not assignable to the Purchaser (because such contract is not assignable without the consent of the other party or parties thereto or because the remedies for the enforcement of such contract would not, as a matter of law, pass to the Purchaser as an incidence of the assignment made pursuant to this Agreement) shall be held in trust for the Purchaser and all benefits derived thereunder shall be for the account of the Purchaser. In order that the full value of every contract and claim assigned to the Purchaser pursuant to this Agreement may be realized for the benefit of the Purchaser, the Vendor shall, at the request and under the direction of the Purchaser, in the name and at the expense of the Vendor or as the Purchaser shall specify, take all such action and do or cause to be done all such things as shall, in the opinion of the Purchaser, be necessary or desirable in order that the obligations of the Vendor under such contract may be performed in such manner that the value of such contract shall be preserved and shall enure to the benefit of the Purchaser, and to facilitate the collection of the moneys due and payable and to become due and payable, to the Purchaser in and under any such contract and claim. The Vendor will promptly pay over to the Purchaser all moneys collected by or paid to the Vendor in respect of every such contract, claim or demand.

8. Successors and Assigns. This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement.

[PURCHASER]

By:

c/s

By:

[VENDOR]

By:

c/s

By:

Schedules

- Schedule A - Approved Leases
- Schedule B - Approved Service Contracts
- Schedule C - Warranties and Guarantees
- Schedule D - Project Agreements

SCHEDULE A

[to ASSIGNMENT AND ASSUMPTION AGREEMENT]

APPROVED LEASES

[Note: Insert list of Approved Leases]

SCHEDULE B

[to ASSIGNMENT AND ASSUMPTION AGREEMENT]

APPROVED SERVICE CONTRACTS

[Note: Insert list of Approved Service Contracts]

SCHEDULE C

(to ASSIGNMENT AND ASSUMPTION AGREEMENT)

WARRANTIES AND GUARANTEES

[Note: Insert list of Warranties and Guarantees]

SCHEDULE D

[to ASSIGNMENT AND ASSUMPTION AGREEMENT]

PROJECT AGREEMENTS

[Note: Insert list of Permitted Encumbrances specific to the Lands]

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