

## CONDO ASSUMPTION AGREEMENT

Spectrum Two Condominium, 28 Harrison Garden Blvd., North York, Ontario.

THIS AGREEMENT is made as of June 18, 2003 between SPECTRUM TWO RESIDENCES INC. (the "Builder"), Toronto Standard Condominium Corporation No. 1526 (the "Condo Corp") and 81 CAPITAL INC. ("81 CAPITAL")

### BACKGROUND:

- A. The Builder and 81 CAPITAL have entered into the Builder Agreement. The Builder, as lessee, has also entered into the Lease with 81 CAPITAL, as lessor, in respect of the Equipment.
- B. The Builder has agreed to assign and the Condo Corp has agreed to assume the obligations of the Builder under the Lease.
- C. The Condo has been established as a condominium, in respect of which the Condo Corp is the condominium corporation. The Declaration and Description of the Condo have been registered against title to the Lands as Instrument No. AT196062 and are in full force.

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

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

"Act" means the *Condominium Act* (Ontario).

"Affiliate" has the meaning given to it in the *Business Corporations Act* (Ontario).

"Agreement" means this Condo Assumption Agreement, as it may be amended, supplemented, restated or otherwise modified from time to time.

"Builder Agreement" means the builder agreement dated as of June 2, 2003 between the Builder and 81 CAPITAL, as it may be amended, supplemented, restated or otherwise modified from time to time.

"Business Day" means any day other than a Saturday, a Sunday or a day that is a statutory holiday in Ontario.

"Common Elements" has the meaning given to it in the Act.

**"Condo"** means such condominium or condominiums as may be established under the Act on the Lands.

**"Condo Fees"** means the contribution towards common expenses of the Condo by the Owners.

**"Condo Lien"** means the lien created under the Act in favour of the Condo Corp for unpaid contributions from the Owners towards the common expenses of the Condo.

**"Condo Unit"** means a unit (as defined in the Act) in the Condo.

**"Declaration"** has the meaning given to it in the Act.

**"Default"** means an event that, with the giving of notice or passage of time or both, would constitute an Event of Default.

**"Description"** has the meaning given to it in the Act.

**"Equipment"** means all equipment and other property forming the subject matter of the Lease and includes all present and future attachments, replacements, parts, substitutions, additions and accessories relating to such equipment and other property.

**"Event of Default"** means the occurrence of one or more of the following events or circumstances:

- (a) the occurrence of an Event of Default (as defined in the Lease); or
- (b) the Condo fails to perform or observe, in any material manner, any of its covenants or obligations contained in this Agreement,

provided that 81 CAPITAL shall have given to the Condo five (5) days' written notice of the default and it has not been remedied within such period.

**"include"** or **"including"** means to include without limitation.

**"Lands"** means Toronto Standard Condominium Corporation No. 1526

**"Lease"** means the lease agreement dated June 2, 2003 relating to the Condo entered into between 81 CAPITAL, as lessor, and the Builder (or the Condo Corp), as lessee, as it may be amended, supplemented, restated, replaced or otherwise modified from time to time including as may be added to this Agreement by 81 CAPITAL and the Condo Corp as a schedule or by amendment or otherwise identified by 81 CAPITAL and the Condo Corp as forming part of the Lease.

**"Lease Payments"** means the rent, interest, taxes, costs and other amounts payable by the lessee to the lessor under the Lease.

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“**Owner**” means an owner (as defined in the Act) of a Condo Unit.

“**PPSA**” means the *Personal Property Security Act* (Ontario).

“**Proportionate Share**” means, in respect of a Condo Unit, the proportion specified in the Declaration for sharing the interests in the Common Elements appurtenant to the Condo Unit.

## 1.2 **General**

Words importing the singular include the plural and *vice versa*. Words importing gender include all genders including the neuter gender. The division of this Agreement into sections and headings is for convenience only and such division and headings shall not affect the interpretation or construction of this Agreement. Any reference in this Agreement to any statute shall, unless otherwise expressly stated, be deemed to be a reference to such statute, as amended, renamed, restated or re-enacted or replaced from time to time (and includes all regulations from time to time made under such statute). This Agreement shall be governed by the laws of Ontario.

## ARTICLE 2 ASSIGNMENT AND ASSUMPTION OF LEASE

### 2.1 **Assignment**

The Builder assigns to the Condo Corp all of the Builder's interest, both at law and in equity, in the Lease and the Equipment, together with all rights, benefits and advantages to be derived from them, including the unexpired residue of the term of years granted in the Lease and in any option to purchase contained in the Lease.

### 2.2 **Builder's Covenants**

The Builder covenants and represents to the Condo Corp and 81 CAPITAL that, with respect to the Lease and the Equipment:

- (a) the Builder has good right, power and authority to assign its interest in the Lease and the Equipment as set out in this Agreement, and such interest is free of all liens, charges and encumbrances and any other adverse interest or claim (other than encumbrances in favour of 81 CAPITAL or mortgagees who have postponed to 81 CAPITAL in form satisfactory to 81 CAPITAL acting reasonably);
- (b) the Lease is valid and subsisting, is in full force and has not been amended or modified; and
- (c) the Lease is in good standing, neither 81 CAPITAL nor the Builder is in default under the Lease and there is no dispute between them with respect to the Lease or the Equipment.

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**2.3 81 CAPITAL's Covenants**

81 CAPITAL covenants and represents to the Condo Corp and the Builder that, with respect to the Lease and the Equipment, as far as it is aware:

- (a) the Lease is valid and subsisting, is in full force and has not been amended or modified; and
- (b) the Lease is in good standing, neither 81 CAPITAL nor the Builder is in default under the Lease and there is no dispute between them with respect to the Lease or the Equipment.

**2.4 Condo Corp's Covenants**

The Condo Corp covenants with the Builder and 81 CAPITAL that the Condo Corp shall, during the balance of the term granted by the Lease and every renewal of it (if any), pay the Lease Payments and perform all of the other obligations of the lessee under the Lease as of and from the date of this Agreement in the same manner and with the same effect as if the Condo Corp had been the original lessee under the Lease (which liability of the Condo shall be joint and several with that of the Builder), and indemnify 81 CAPITAL against all actions, suits, costs, losses, charges, damages and expenses in respect of any default in doing the foregoing.

**2.5 Builder's Liability**

- (1) The Builder covenants with 81 CAPITAL that the Builder shall be and remain liable for, and indemnify 81 CAPITAL from, all actions, suits, costs, losses, charges, damages and expenses for or in respect of all of the covenants, terms and conditions to be observed and performed by the Condo Corp under this Agreement whenever arising and such liability of the Builder shall be joint and several with that of the Condo.
- (2) Despite Section 2.5(1), the Builder shall be automatically released (and, on request, shall be entitled to a partial release, the reasonable expenses of which shall be paid by the Builder) in respect of the Proportionate Share attributable to a particular Condo Unit of the Lease Payments (and other obligations under the Lease to the extent only that they are attributable to the Equipment in such Condo Unit) and to a partial discharge of 81 CAPITAL's notice of security interest, if any, registered, against such Condo Unit if, after the Condo has been established:
  - (a) the Builder has completed a sale of such Condo Unit to a purchaser at Arm's Length from the Builder; and
  - (b) no Default or Event of Default exists at the time the sale is completed.

**2.6 81 CAPITAL's Consent**

81 CAPITAL consents to the assignment made under this Agreement by the Builder to the Condo Corp, reserving 81 CAPITAL's rights under the Lease with respect to, among other things, the necessity of obtaining prior written consent to any future assignment of it and

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provided that nothing in this Agreement shall release the Builder from any of its obligations under the Lease (subject to the provisions in the Builder Agreement relating to such release).

### ARTICLE 3 CONDO

#### 3.1 Fixtures

The parties agree that the Equipment shall constitute personal property until it is installed, and upon installation shall constitute fixtures, but in no event shall it constitute building materials. "Fixtures" and "building materials" have the meaning given to them for the purposes of the PPSA.

#### 3.2 Notice of Security Interest

81 CAPITAL shall be entitled to register against the Lands notice of, or other document evidencing, its security interest arising under the Lease or this Agreement regarding the Equipment.

#### 3.3 Declaration and Description

The Builder and Condo Corp, jointly and severally, represent and warrant to 81 CAPITAL that:

- (a) the recitals above (under the heading "Background") are true; and
- (b) the Declaration and Description of the Condo in the forms as registered have not been amended and, to the extent within the control of the Builder, shall not be amended in any way that affects the interest of 81 CAPITAL or the Equipment without the prior written consent of 81 CAPITAL.

#### 3.4 Payments and Security

The Condo Corp:

- (a) shall include the Lease Payments in the Condo Fees levied monthly by it; and
- (b) obtain and deliver to 81 CAPITAL from the lawyer for the Condo (who may be in-house counsel) a comfort letter substantially in the form attached as **Schedule A** hereto attached to this Agreement.

#### 3.5 Remedies etc.

The rights and remedies of 81 CAPITAL under this Agreement: are cumulative; may be exercised as often and in such order as 81 CAPITAL considers appropriate; are in addition to its rights and remedies under the general law; and, shall not be capable of being waived or varied except by an express waiver or variation in writing signed by an officer of 81 CAPITAL.

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## ARTICLE 4 NOTICES

### 4.1 Notices

(1) Any notice or other communication required or permitted to be given under this Agreement (a "**notice**") shall be in writing and shall be given by registered mail (except during an actual or threatened postal disruption), personal delivery or by fax to the applicable address set out below:

(a) If to the Builder:

Suite 1400  
4711 Yonge Street,  
Toronto, Ontario M2N 7E4

Attention: Mark Karam, Vice-President, Legal and Corporate  
Fax No.: (416) 491-3155

(b) If to the Condo Corp:

C/O Brookfield Residential Services Ltd.  
3190 Steeles Avenue East, Suite 200  
Markham, Ontario L3R 1G9

Attention: Sandro Zuliani  
Fax No.: (416) 510-8880

(c) If to 81 CAPITAL:

8500 Leslie Street  
Suite 310  
Thornhill, Ontario  
L3T 7M8

Attention: Legal Department  
Fax No.: (905) 738-3855

(2) Any notice: if sent by registered mail, shall be deemed to have been given and received on the fourth Business Day after it was mailed; if delivered, shall be deemed to have been given and received on the date of delivery; and, if sent by fax, shall be deemed to have been given and

received on the date of transmission unless such date is not a Business Day in which case such notice shall be deemed to have been given and received on the next following Business Day.

(3) 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.

## **ARTICLE 5 GENERAL**

### **5.1 Enurement**

This Agreement is made personally with the Builder and with the Condo Corp and shall not be assigned by either of them except with the prior written consent of 81 CAPITAL, which will not be unreasonably withheld. 81 CAPITAL may sell, assign or otherwise dispose of, or grant a security interest or other encumbrance in, all or any portion of 81 CAPITAL's right, title or interest in this Agreement or any part thereof to anyone else, without the consent of or notice to the Builder or the Condo Corp. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties and their respective permitted, as applicable, successors and assigns.

### **5.2 Waiver**

A waiver of any default, breach or non-compliance under this Agreement shall not be not effective unless in writing and signed by the party to be bound by the waiver. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

### **5.3 Severability**

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

### **5.4 Further Assurances**


Each party to this Agreement shall do such further things and execute such further documents as may be reasonably required by the other party to more fully implement the intent of this Agreement.

### **5.5 Counterparts**

This Agreement may be executed in any number of counterparts and may be delivered by facsimile and all of such counterparts taken together and so delivered shall be deemed to constitute one and the same instrument.

THE PARTIES have executed this Agreement as of the date first written above.

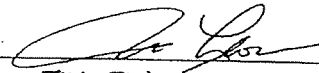
**SPECTRUM TWO RESIDENCES INC.**


By:   
Name: **ALAN MENKES**  
Title: **PRESIDENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the Corporation.

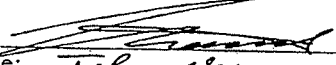
**Toronto Standard Condominium Corporation  
No. 1526**

By:   
Name: **JIM LEOW**  
Title: **TREASURER**

By:   
Name: **JULIE PREVOST**  
Title: **SECRETARY**

I/We have the authority to bind the Corporation.

**81 CAPITAL INC.**

By:   
Name: **John Nassar**  
Title: **Vice President**

I/We have the authority to bind the Corporation.



THIS LEASE AGREEMENT (together with any addenda, amendments and schedules made or attached to it from time to time, "this Lease" dated as of June 2, 2003 between 81 CAPITAL INC. ("81 CAPITAL") and SPECTRUM TWO RESIDENCES INC. ("Lessee").

**BACKGROUND:**

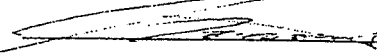
A. 81 CAPITAL wishes to lease to Lessee the equipment and other personal property described or referred to in Schedule A (collectively, together with all accessories and other items attached thereto or supplied therewith and all parts, additions, attachments and accessions now or hereafter incorporated therein or affixed thereto, the "Equipment") located at the location identified in Schedule A (the "Equipment Location"), and Lessee wishes to lease the Equipment, on the terms and conditions of this Lease.

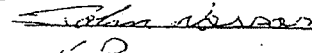
IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. **Lease of Equipment.** Subject to the provisions contained in this Lease, 81 CAPITAL leases to Lessee, and Lessee leases from 81 CAPITAL, the Equipment in an "as is" condition.
2. **Term.** This Lease becomes effective on the date of its execution by the parties. The term of this Lease will start on the date specified in Schedule A as being the Start Date and, unless terminated earlier or renewed in accordance with the provisions of this Lease, will continue to the Scheduled Lease End (as specified in Schedule A). Lessee acknowledges that it has inspected or caused to be inspected the Equipment and that the Equipment has been delivered and installed and is in good condition and operating order and has been accepted for all purposes of this Lease. This Lease cannot be cancelled or terminated, except as expressly provided in this Lease.
3. **Payments.** The amount payable each month by Lessee to 81 CAPITAL during the term of this Lease will be in the amount or amounts specified in Schedule A as being the Lease Payment (the "Lease Payment"). Lessee shall pay 81 CAPITAL the Lease Payment on the Lease Payment Commencement Date (as specified in Schedule A) and on the same date of each following month (or on the last day of the month if there is no such date). Lessee shall also pay 81 CAPITAL interim rent in the amount(s) and on the date(s) specified in Schedule A. Lessee's obligation to pay any Lease Payment or any other amounts under this Lease shall be absolute and unconditional under all circumstances and will not be affected or reduced in any way for any reason. Lessee must make all payments (including all Lease Payments) owing under this Lease in full when due, without any condition, deduction, set-off, abatement, hold back or claim for compensation whatsoever. Interest at the rate of 18% per annum shall be payable, both before and after default and judgment, on all unpaid amounts under this Lease, from their due date until paid. Lessee further agrees to pay 81 CAPITAL a returned cheque or non-sufficient funds charge (an "NSF Charge") to reimburse 81 CAPITAL for its time and expense incurred with respect to any payment required under this Lease that is dishonoured for any reason, such NSF Charge being equal to the greater of \$25.00 and the actual bank charges to 81 CAPITAL plus any other amounts allowed by law. Lessee authorizes 81 CAPITAL to make withdrawals from the account identified in the attached sample cheque or in any sample cheque delivered by Lessee to 81 CAPITAL from time to time pursuant to this Lease for payment of all amounts due under this Lease. Lessee directs the financial institution at which such account is located to debit such account for such withdrawals and such financial institution has no duty to determine whether withdrawals or debits from Lessee's account comply with such authorization. If Lessee's branch address or account information changes, Lessee will provide to 81 CAPITAL prompt written notice thereof, together with a sample cheque for Lessee's new account marked "VOID".
4. **Title.** Until payment in full of all amounts owing under this Lease (including all Lease Payments and all other amounts owing by Lessee under this Lease), ownership of and title to the Equipment will remain with 81 CAPITAL. If at any time Lessee acquires any personal property which thereafter forms part of the Equipment (such as any parts or additions to the Equipment), title thereto will automatically transfer to 81 CAPITAL without the need for any documents of transfer (and Lessee hereby sells such property to 81 CAPITAL), but Lessee will execute such documents as 81 CAPITAL may reasonably request in order to evidence the transfer of title thereto to 81 CAPITAL free and clear of all liens, security interests or other encumbrances. Lessee and 81 CAPITAL agree that (i) the Equipment are "fixtures" and not "building materials" within the meaning given to such terms for purposes of the *Personal Property Security Act* (Ontario) and (ii) the Equipment shall remain removable property (without the need for any other party's consent or waiver to allow 81 CAPITAL to remove it) even though it may become affixed to real property. Lessee acknowledges and agrees that 81 CAPITAL may, at Lessee's expense, register the security interest provided for under this Lease against Lessee and title to the lands where the Equipment is to be located.
5. **Equipment Selection; Warranties and Limit of Liability.** Lessee acknowledges that (i) 81 CAPITAL has purchased the Equipment solely at the request and in accordance with the instructions of Lessee for the purposes of this Lease, (ii) Lessee has selected the Equipment and its supplier and/or manufacturer and has not relied on the skill or judgment of 81 CAPITAL in any way in selecting the Equipment, and (iii) 81 CAPITAL has not made or given and does not hereby make or give any warranties, representations or conditions of any kind whatsoever with respect to the Equipment or this Lease (whether express, implied, statutory or otherwise), including any relating to: the merchantability of the Equipment or its quality or fitness for any particular purpose; the durability, safety, condition, capability or suitability of the Equipment or its workmanship; compliance of the Equipment with the requirements of any law, rule, specification, insurance policy or other contract; patent infringement; its freedom from any lien, security interest or other encumbrance; or latent or patent defects. If Lessee encounters any problems with the Equipment, including if it is not properly installed, does not operate as intended by Lessee or as represented by the supplier and/or manufacturer thereof or totally fails to function or perform in whole or in part, or the Equipment is unacceptable for any reason, Lessee's only claim will be against such supplier and/or manufacturer and Lessee agrees that 81 CAPITAL will not be liable to Lessee for any damages whatsoever relating to the Equipment. All warranties of the supplier and/or manufacturer in respect of the Equipment are hereby transferred by 81 CAPITAL to Lessee, to the extent transferable and only for and during the term of this Lease (including any renewal thereof). Lessee acknowledges that where any consent to or approval of such transfer is required, it will be the responsibility of Lessee to obtain such consent or approval from each such supplier and/or manufacturer and, so long as no Event of Default (as defined in Section 15) has occurred, 81 CAPITAL will provide reasonable assistance in that regard, at the expense of Lessee. If, after making commercially reasonable efforts, Lessee is not able to obtain from any such supplier or manufacturer the required consent or approval, then 81 CAPITAL agrees to provide reasonable assistance to Lessee, if requested to do so by Lessee in writing and at the expense of Lessee, in Lessee's enforcement of its claim against such supplier or manufacturer, provided that 81 CAPITAL shall not be required to provide any assistance to Lessee if an Event of Default (as defined in Section 15) has occurred or if Lessee does not have, in the sole determination of 81 CAPITAL (acting reasonably), the financial ability to pay 81 CAPITAL's expenses and any other amounts payable by Lessee under the indemnity in Section 8.
6. **Location and Condition of Equipment.** Lessee agrees to keep the Equipment at the Equipment Location. Lessee agrees to allow 81 CAPITAL the right to inspect the Equipment including its condition and its state of repair and maintenance and the records maintained in connection with the Equipment at any time, and to allow 81 CAPITAL reasonable access to the Equipment Location (including, for greater certainty, any premises at the Equipment Location in which any of the Equipment is located) and the Equipment for such purposes. Lessee shall not sell, transfer or otherwise dispose of the Equipment, except as expressly permitted in accordance with the Builder Agreement (as defined in Schedule A). Lessee agrees to keep the Equipment free and clear of all liens, security interests and encumbrances of every kind. Lessee shall be responsible for arranging for the delivery and installation of the Equipment at its own expense and shall, at its own expense, keep the Equipment in as good a condition as when delivered, reasonable wear and tear excepted. Lessee shall not make any alterations, modifications or additions to the Equipment, without the prior written consent of 81 CAPITAL.
7. **Scope of Work; Maintenance.** 81 CAPITAL will not be required to do any work or provide any services related to the Equipment under this Lease. Lessee shall enter into, at its own expense, and maintain in effect for the term of this Lease (including any renewal thereof) a maintenance contract with the manufacturer or with a reputable service company, which is acceptable to 81 CAPITAL in its sole discretion, acting reasonably. Lessee will deliver to 81 CAPITAL a complete copy of such maintenance contract and all supporting documents relating thereto.
8. **Operation of Equipment; Indemnity.** Lessee assumes all risks and liability for the Equipment. Lessee agrees to indemnify and save 81 CAPITAL and its successors and assigns harmless from any and all expenses, claims and damages, however caused, arising out of, or resulting from (i) the selection, delivery, installation, possession, lease, use, operation, purchase or return of the Equipment, (ii) any personal injury or death or damage to property caused by any of the Equipment, (iii) the failure by Lessee to provide and maintain or cause to be provided and maintained insurance required by this Lease, (iv) rejection by Lessee of any of the Equipment (with or without cause) or (v) assisting Lessee in enforcing any claims against the supplier and/or manufacturer of any of the Equipment. This indemnification will survive termination of this Lease.
9. **Legal Compliance and Taxes.** Lessee will comply with, and will use and maintain the Equipment according to, the manufacturer's specifications and all other requirements under applicable law and any insurance policies relating to the Equipment and its proper operation and maintenance, including all conditions to maintaining any warranties in effect, and any requirements with regard to surroundings, furnishings and electrical wiring. Except as otherwise specifically provided herein, Lessee shall pay when due all taxes and other charges of any kind whatever now or in the future imposed by any government or public authority or agency related to the lease, possession, use, operation or maintenance of the Equipment. Lessee's obligations under this Section will survive the expiration or termination of this Lease.
10. **Licenses.** At all times during the term of this Lease, including any renewal thereof, Lessee shall maintain in full force and effect all certificates, licenses, registrations, permits and authorizations required by applicable law to be maintained in respect of the use or operation of the Equipment.
11. **Insurance.** During the term of this Lease, including any renewal thereof, Lessee shall maintain insurance covering the Equipment and against third party liability (including liability imposed on 81 CAPITAL or Lessee for injury to, or death of, persons, or damage to or destruction of property), including extended warranty insurance for the Equipment. Lessee shall maintain all such insurance at its own expense except, in the case of extended warranty insurance, where Schedule A indicates that the expense thereof has been included in the Lease Payment. The insurance shall be in amounts, in form and with insurers acceptable to 81 CAPITAL. Each insurance policy shall name 81 CAPITAL and its successors and assigns as additional insureds and first loss payees and shall contain a clause requiring the insurer(s) thereof to give 81 CAPITAL at least 30 days' prior written notice of a revision to its provisions or of its cancellation and shall stipulate that the insurance, as to the interests of 81 CAPITAL and its successors and assigns, shall not be invalidated by any act or omission of Lessee. Lessee hereby appoints 81 CAPITAL as its agent and attorney to make claims and receive payment in accordance with the provisions of such policies. So long as no Event of Default (as defined in Section 15) has occurred, proceeds of insurance (other than extended warranty insurance) shall, at the option of 81 CAPITAL, be disbursed against satisfactory invoices for repair or replacement of the affected Equipment or shall be retained by 81 CAPITAL for application against Lessee's obligations under this Lease and if the insurance proceeds received are less than the Casualty Value (as defined below), Lessee shall pay on demand to 81 CAPITAL the full amount of such deficiency. The total or partial loss of the Equipment for any reason whatsoever or its use or possession shall not relieve Lessee of its obligations and liabilities under this Lease.
12. **Equipment Risks.** If the Equipment or any part thereof which, in 81 CAPITAL's opinion, is material, is lost, damaged beyond repair, destroyed, stolen, condemned, confiscated, seized or expropriated at any time during the term of this Lease or any renewal thereof, Lessee shall notify 81 CAPITAL of that event and, unless 81 CAPITAL specifies otherwise in writing, will immediately on demand pay to 81 CAPITAL the Casualty Value less the net amount of any insurance proceeds paid to 81 CAPITAL as a result of the occurrence of any such event. "Casualty Value" means an amount equal to the present value of all unpaid and future Lease Payments

- due under this Lease to the Scheduled Lease End or the expiry of any renewal period, as applicable, discounted at a rate per annum equal to 5% per annum, plus all other amounts owing by Lessee under this Lease.
13. **Representations and Warranties.** Lessee represents and warrants to 81 CAPITAL that: (a) it is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and it has the power and capacity to enter into the transactions contemplated by this Lease; (b) this Lease has been duly authorized by all necessary corporate action on the part of Lessee, has been duly executed and delivered on its behalf by its proper officers duly authorized in that regard, and constitutes a legal, valid and binding obligation of Lessee, enforceable against it in accordance with its terms; (c) the execution, delivery and observance and performance of this Lease does not and will not result in a breach of, constitute a default under, or contravene any provision of, the articles or by-laws of Lessee, any law or any judgment, decree or order applicable to Lessee or any agreement to which it is bound or result in the creation of any lien, security interest or other encumbrance in the property or assets of Lessee; (d) there are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened in any court or tribunal or before any competent authority against Lessee or any of its property or assets; and (e) all financial information provided at any time by Lessee to 81 CAPITAL, including any financial statements, are accurate and complete.
14. **Renewal; Purchase of Equipment.** This Lease shall be automatically renewed on a continuing month-to-month basis at the Scheduled Lease End on the same terms as during the term of this Lease (except as modified by this Section). Lessee shall pay 81 CAPITAL an amount equal to the amount of the Lease Payment in effect during the last month of the term of this Lease for each month or part of a month beyond the Scheduled Lease End. Lessee may terminate this automatic renewal upon 30 days' prior written notice to 81 CAPITAL that Lessee wishes to purchase all, but not less than all, of the Equipment and specifying in such notice the date on which Lessee wishes to complete the purchase of the Equipment (the "Purchase Date"), which Purchase Date must be the last business day of a month and must occur not less than 30 days after receipt by 81 CAPITAL of such written notice. The purchase price for the Equipment (the "Purchase Price") shall be \$1.00 plus the Administration Fee (as specified in Schedule A) plus all applicable taxes thereon. After payment of the Purchase Price and all other amounts owing by Lessee under this Lease, and provided that no Event of Default has occurred, 81 CAPITAL shall sell the Equipment to Lessee on the Purchase Date on an "as is, where is" basis, without any recourse, representation, warranty or condition from 81 CAPITAL (whether express, implied, statutory or otherwise) except that the Equipment is being sold by 81 CAPITAL to Lessee free and clear of any security interest created by 81 CAPITAL.
15. **Events of Default.** The occurrence or happening of any one or more of the following events will constitute an "Event of Default" under this Lease:
- (a) if Lessee fails to pay any Lease Payment or any other amount owing under this Lease on its due date;
  - (b) if Lessee removes or attempts to remove any part of the Equipment from the Equipment Location without 81 CAPITAL's consent in writing;
  - (c) if Lessee encumbers or transfers ownership or sublets any part of the Equipment without 81 CAPITAL's consent, except as expressly permitted in accordance with the Builder Agreement (as defined in Schedule A);
  - (d) if Lessee fails to observe any other terms or conditions of this Lease;
  - (e) a proceeding is started by or against Lessee under any bankruptcy, insolvency, winding-up or other similar law, or Lessee becomes bankrupt or insolvent, or if any creditor or any government authority seizes any of the Equipment;
  - (f) a writ, execution, attachment or similar process is issued or levied against any Equipment or a substantial part of Lessee's property;
  - (g) if Lessee is a corporation, Lessee amalgamates with any other corporation without 81 CAPITAL's written consent, or if any action is taken to wind-up, liquidate or dissolve Lessee;
  - (h) if any representation or warranty made or deemed to have been made by Lessee in this Lease or in any other document or certificate furnished to 81 CAPITAL with or pursuant to this Lease, is at any time untrue or incorrect;
  - (i) 81 CAPITAL, acting in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance of any of Lessee's obligations under this Lease is or is about to be impaired or that any part of the Equipment is or is about to be placed in jeopardy; or
  - (j) the occurrence of an Event of Default under and as defined in the Builder Agreement (as defined in Schedule A).
16. **Remedies Upon Default.** If any Event of Default occurs, 81 CAPITAL may terminate this Lease and/or, in addition to any other right or remedy it may have at law, in equity, under any other agreement or otherwise, may, without notice except as required by applicable law, do any or all of the following, separately or together, in any order or combination:
- (a) **Repossession.** 81 CAPITAL may enter wherever the Equipment is located (or 81 CAPITAL believes that it is located) and repossess and remove it (if necessary, disconnecting it from any other property) and Lessee waives any claim for any damages to property or otherwise arising from such repossession.
  - (b) **Sell or Dispose.** Without terminating or being deemed to have terminated this Lease, 81 CAPITAL may sell, lease or otherwise dispose of the Equipment or any part thereof, at public or private sale, lease or other disposition, for cash or credit for such amounts and upon such terms as 81 CAPITAL may reasonably determine. 81 CAPITAL will apply the net proceeds from any sale, lease or other disposition of the Equipment (after 81 CAPITAL has deducted all costs and expenses incurred by 81 CAPITAL in enforcing its rights and remedies hereunder) against all or any of Lessee's obligations under this Lease.
  - (c) **Recover Arrears.** 81 CAPITAL may sue for arrears of any Lease Payment and any other amount owing by Lessee under this Lease.
  - (d) **Damages for Termination.** 81 CAPITAL may require Lessee to pay immediately on demand damages suffered by 81 CAPITAL as a result of the termination of this Lease. These damages will be equal to the Casualty Value plus all costs and expenses (including legal costs on a solicitor and own client basis) incurred by 81 CAPITAL in enforcing the terms of this Lease. Lessee acknowledges and agrees that such damages are a genuine pre-estimate of 81 CAPITAL's liquidated damages for loss of a bargain and are not a penalty.
17. **Provincial Waivers.** To the extent permitted by law, Lessee waives the benefit and protection of any legislation that restricts or limits the rights or remedies of 81 CAPITAL under this Lease.
18. **Assignment.** 81 CAPITAL may sell, assign, transfer, concurrently lease or otherwise dispose of, or grant a security interest or other encumbrance in, (collectively, a "Transfer") all or any portion of 81 CAPITAL's right, title or interest in the Equipment or this Lease or any part thereof to anyone else (a "Transferee") without the consent of or notice to Lessee. Lessee hereby consents to the delivery by 81 CAPITAL to any Transferee or prospective Transferee of such information concerning obligations of Lessee under this Lease as may be requested by such Transferee or prospective Transferee. Without 81 CAPITAL's consent, the rights and obligations of Lessee under this Lease are not assignable by Lessee, provided that Lessee may assign its rights under this Lease to any condominium corporation incorporated pursuant to applicable law for purposes of establishing the Equipment Location as a condominium if such condominium corporation has agreed to assume, in a manner satisfactory to 81 CAPITAL, all obligations of Lessee under this Lease. Subject to the foregoing, this Lease is binding and will enure to the benefit of the parties and their respective successors and permitted assigns, as applicable.
19. **Notices.** Any notice that 81 CAPITAL sends to Lessee under this Lease and any demand for payment will be conclusively considered to have been received by Lessee (a) when 81 CAPITAL delivers or sends by facsimile the notice or demand to Lessee or (b) on the 10<sup>th</sup> day after 81 CAPITAL mails it to Lessee, at the latest address 81 CAPITAL has for Lessee in its records.
20. **Miscellaneous.** All of Lessee's obligations under this Lease shall survive the termination of this Lease to the extent required for their full performance and observation. This Lease, the Builder Agreement (as defined in Schedule A) and the documents contemplated therein contain the entire agreement between Lessee and 81 CAPITAL and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. No waiver by 81 CAPITAL of any default under this Lease or any of 81 CAPITAL's rights or remedies shall be effective unless in writing. Any such waiver is not a waiver by 81 CAPITAL of any other later default, whether similar or not, or a waiver of 81 CAPITAL's right to exercise its rights or remedies in the future. Any provision of this Lease which is unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease. The captions, titles and section number appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease or its effect. No change or amendment to this Lease will be effective unless in writing and signed by both 81 CAPITAL and Lessee, except that of all or any of the Equipment, including serial numbers. Lessee will provide all necessary further assurances, do all acts and sign all documents as 81 CAPITAL may require from time to time to give effect to this Lease and to protect 81 CAPITAL's rights hereunder. Lessee will deliver Lessee's audited financial statements to 81 CAPITAL within 120 days of the expiry of each fiscal year of Lessee and will deliver such other financial information regarding Lessee as 81 CAPITAL may from time to time request. If Lessee fails to perform any obligation under this Lease, 81 CAPITAL may, at its option, perform the obligation, without waiving or curing any breach of this Lease from such failure, and Lessee shall reimburse 81 CAPITAL upon demand for all costs and expenses incurred by 81 CAPITAL in doing so. Time is of the essence of this Lease. Lessee acknowledges receiving an executed copy of this Lease. If more than one person has signed this Lease as lessee or has become bound by this Lease as lessee, their liability under this Lease will be joint and several. Any reference in this Lease to "including" means "including, without limitation".
21. **Governing Law.** This Lease will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.
22. **Paramountcy.** If there is any conflict between the provisions of this Lease and the provisions of the Builder Agreement (as defined in Schedule A), the provisions of such Builder Agreement shall prevail, provided that the presence of a provision in this Lease and the absence of that provision in such Builder Agreement shall not be construed as a conflict between such Builder Agreement and this Lease with respect to that provision.

LESSOR: 81 CAPITAL INC.

By: 

Name/Title:   
I.P.

LESSEE: SPECTRUM TWO RESIDENCES INC.

By: 

Name/Title: ALAN MENKES  
PRESIDENT

ATTACH LESSEE'S CHEQUE MARKED "VOID"

Schedule A to Lease Agreement dated June 2, 2003 (the "Lease") between 81 CAPITAL INC., as lessor, ("81 CAPITAL") and SPECTRUM TWO RESIDENCES INC., as lessee, ("Lessee")

This Schedule A (as amended, modified or replaced from time to time, "this Schedule") is attached to and incorporated into the Lease. Capitalized terms used and not defined in this Schedule A will have the meanings given to them in the Lease.

1. Description of Equipment.

See Schedule B attached.

2. Equipment Location. The Equipment will be located at 28 Harrison Garden Blvd., North York, Ontario.

3. Term and Rental Provisions.

Start Date: June 16, 2003.

Lease Payment Commencement Date: June 16, 2003, followed by Lease Payments on the 1<sup>st</sup> day of each month.

Scheduled Lease End: 182 months from the Lease Payment Commencement Date

Lease Payment: \$9,186.34 per month plus all applicable taxes thereon, payable in accordance with the provisions of the Lease; provided that the Lease Payment on June 16<sup>th</sup>, 2003 is \$2,477.66 plus all applicable taxes and the Lease Payment on July 1<sup>st</sup>, 2003, is \$4,955.32 plus all applicable taxes with all subsequent monthly payments at \$9,186.34 per month plus all applicable taxes thereon.


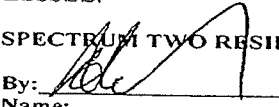
Administration Fee: \$200.00 (only payable if purchase option exercised – see Section 14 of the Lease)

Expense of Extended Warranty Insurance included in Lease Payment: \_\_\_\_\_ No \_\_\_\_\_ (specify Yes or No, as applicable)

Interim Rent Payable: \_\_\_\_\_ No \_\_\_\_\_ (specify Yes or No, as applicable)

4. Interim Rent. If paragraph 3 above indicates that interim rent is payable under the Lease, then Lessee shall pay 81 CAPITAL on the Lease Payment Commencement Date interim rent with respect to the Equipment in an amount equal to (i) 1/30th of the Lease Payment due on the Lease Payment Commencement Date, multiplied by (ii) the number of days in the period from and including the Start Date to and excluding the Lease Payment Commencement Date.

5. Builder Agreement. For the purpose of the Lease, "Builder Agreement" means a builder agreement dated as of June 2, 2003 between Lessee and 81 CAPITAL, as it may be amended, supplemented, restated or otherwise modified from time to time.

|  |   |
|--|---|
| <b>LESSOR:</b><br><br>81 CAPITAL INC.<br><br>By: <br>Name: John Nassar<br>Title: Vice President | <b>LESSEE:</b><br><br>SPECTRUM TWO RESIDENCES INC.<br><br>By: <br>Name: ALAN MENKES<br>Title: PRESIDENT |
|--|---|

Schedule B to Lease Agreement dated June 2, 2003 (the "Lease") between 81 CAPITAL INC., as lessor, ("81 CAPITAL") and SPECTRUM TWO RESIDENCES INC., as lessee, ("Lessee")

This Schedule B (as amended, modified or replaced from time to time, "this Schedule") is attached to and incorporated into the Lease. Capitalized terms used and not defined in this Schedule B will have the meanings given to them in the Lease.

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1. Description of Equipment.

| No. | Quantity | Description                   | Serial No.               |
|-----|----------|-------------------------------|--------------------------|
| 1   | 66       | Magic Pak 26HWC123A           | As per the attached list |
| 2   | 109      | Magic Pak 38HWC183A           | As per the attached list |
| 3   | 42       | Magic Pak 51HWC243A           | As per the attached list |
| 4   | 26       | Magic Pak 64HWC303A           | As per the attached list |
| 5   | 243      | Wall Sleeve CA239-1           | N/a                      |
| 6   | 206      | Architectural Louvre ALVR-42R | N/a                      |
| 7   | 243      | Thermostat T8034C1515         | N/a                      |
| 8   | 243      | 1/2" Shut Off Valves PGC050   | N/a                      |
| 9   | 1        | Make up Air Unit FWB755/DG380 | N/a                      |
| 10  | 1        | Boiler & Hot Water Heater     | As per the attached list |
| 11  | 2        | Hot Water Storage Tanks       | As per the attached list |
| 12  | 2        | Storage Tanks                 | As per the attached list |

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| <p><b>LESSOR:</b></p> <p>81 CAPITAL INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> | <p><b>LESSEE:</b></p> <p>SPECTRUM TWO RESIDENCES INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: <b>ALAN MENKES</b><br/><b>PRESIDENT</b></p> |
|--|---|

| The Spectrum II Ref. # WORKING COPY SUITES NOT VERIFIED |           |             |                 |          |
|---|-----------|-------------|-----------------|----------|
| Suite #   | Model #   | Serial #    | Inspection date | Comments |
| 101   | 51HWC243A | S8402M12261 |                 |          |
| Dining  | 26HWC123A | S8403A10196 |                 |          |
| Exercise Rm   | 64HWC303A | S8402M16173 |                 |          |
| Mgmt 1  | 26HWC123A | S8403A10201 |                 |          |
| Mail room   | 64HWC303A | S8402M14398 |                 |          |
| Party Rm.   | 64HWC303A | S8402M14397 |                 |          |
| Hobby 1   | 26HWC123A | S8403A10195 |                 |          |
| Hobby 2   | 26HWC123A | S8403A10203 |                 |          |
| Games 1   | 64HWC303A | S8402M16168 |                 |          |
| 201   | 38HWC183A | S8402K14428 |                 |          |
| 202   | 64HWC303A | S8402E10721 | 26-Mar-03       |          |
| 203   | 26HWC123A | S8402K14276 | 26-Mar-03       |          |
| 205   | 38HWC183A | S8402K14429 | 26-Mar-03       |          |
| 206   | 38HWC183A | S8402K14408 | 26-Mar-03       |          |
| 207   | 38HWC183A | S8402K14434 | 26-Mar-03       |          |
| 208   | 51HWC243A | S8401K15796 | 26-Mar-03       |          |
| 209   | 26HWC123A | S8402K14304 | 26-Mar-03       |          |
| 210   | 38HWC183A | S8402K14350 | 26-Mar-03       |          |
| 211   | 38HWC183A | S8402K14349 | 26-Mar-03       |          |
| 212   | 26HWC123A | S8402K14303 | 26-Mar-03       |          |
| 301   | 38HWC183A | S8402K14348 | 26-Mar-03       |          |
| 302   | 64HWC303A | S8402E10717 | 26-Mar-03       |          |
| 303   | 26HWC123A | S8402D16063 | 26-Mar-03       |          |
| 305   | 38HWC183A | S8402K14401 | 26-Mar-03       |          |
| 306   | 38HWC183A | S8402K14399 | 26-Mar-03       |          |
| 307   | 38HWC183A | S8402K14400 | 26-Mar-03       |          |
| 308   | 51HWC243A | S8402F10794 | 26-Mar-03       |          |
| 309   | 26HWC123A | S8402E16065 | 26-Mar-03       |          |
| 310   | 38HWC183A | S8402K14430 | 26-Mar-03       |          |
| 311   | 51HWC243A | S8402L13898 | 26-Mar-03       |          |
| 312   | 26HWC123A | S8402D16060 | 26-Mar-03       |          |
| 501   | 38HWC183A | S8402K14378 | 26-Mar-03       |          |
| 502   | 64HWC303A | S8402L14048 | 26-Mar-03       |          |
| 503   | 26HWC123A | S8402K14318 | 26-Mar-03       |          |
| 505   | 38HWC183A | S8402K14374 | 26-Mar-03       |          |
| 506   | 38HWC183A | S8402K14380 | 26-Mar-03       |          |
| 507   | 38HWC183A | S8402K14385 | 26-Mar-03       |          |
| 508   | 51HWC243A | S8402L13891 | 26-Mar-03       |          |
| 509   | 26HWC123A | S8402D16076 | 26-Mar-03       |          |
| 510   | 38HWC183A | S8402K14436 | 26-Mar-03       |          |
| 511   | 51HWC243A | S8402L13903 | 26-Mar-03       |          |
| 512   | 26HWC123A | S8402K14273 | 26-Mar-03       |          |
| 601   | 38HWC183A | S8402K14437 | 26-Mar-03       |          |
| 602   | 64HWC303A | S8402L14050 | 26-Mar-03       |          |
| 603   | 26HWC123A | S8402K14274 | 26-Mar-03       |          |
| 605   | 38HWC183A | S8402K14352 | 26-Mar-03       |          |
| 606   | 38HWC183A | S8402K14376 | 26-Mar-03       |          |
| 607   | 38HWC183A | S8402K14425 | 26-Mar-03       |          |
| 608   | 51HWC243A | S8402L13899 | 26-Mar-03       |          |
| 609   | 26HWC123A | S8402K14334 | 26-Mar-03       |          |
| 610   | 38HWC183A | S8402K14405 | 26-Mar-03       |          |
| 611   | 51HWC243A | S8401J24745 | 26-Mar-03       |          |
| 612   | 26HWC123A | S8402K14275 | 26-Mar-03       |          |
| 701   | 38HWC183A | S8402K14410 | 27-Mar-03       |          |

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|------|-----------|-------------|-----------|
| 702  | 64HWC303A | S8402L14049 | 27-Mar-03 |
| 703  | 26HWC123A | S8402K14278 | 27-Mar-03 |
| 705  | 38HWC183A | S8402K14404 | 27-Mar-03 |
| 706  | 38HWC183A | S8402K14394 | 27-Mar-03 |
| 707  | 38HWC183A | S8402K14388 | 27-Mar-03 |
| 708  | 51HWC243A | S8402L13890 | 23-Apr-03 |
| 709  | 26HWC123A | S8402K14279 | 23-Apr-03 |
| 710  | 38HWC183A | S8402K14277 | 27-Mar-03 |
| 711  | 51HWC243A | S8402L13882 | 27-Mar-03 |
| 712  | 26HWC123A | S8402K14409 | 27-Mar-03 |
| 801  | 38HWC183A | S8402K14417 | 27-Mar-03 |
| 802  | 64HWC303A | S8402L14047 | 27-Mar-03 |
| 803  | 26HWC123A | S8402K14337 | 23-Apr-03 |
| 805  | 38HWC183A | S8402K14418 | 23-Apr-03 |
| 806  | 38HWC183A | S8402K14398 | 27-Mar-03 |
| 807  | 38HWC183A | S8402K14396 | 27-Mar-03 |
| 808  | 51HWC243A | S8402L13893 | 27-Mar-03 |
| 809  | 26HWC123A | S8402K14333 | 27-Mar-03 |
| 810  | 38HWC183A | S8402K14389 | 27-Mar-03 |
| 811  | 51HWC243A | S8402L13892 | 27-Mar-03 |
| 812  | 26HWC123A | S8402K14335 | 27-Mar-03 |
| 901  | 38HWC183A | S8403A10283 | 27-Mar-03 |
| 902  | 64HWC303A | S8402M14384 | 27-Mar-03 |
| 903  | 26HWC123A | S8403A10199 | 23-Apr-03 |
| 905  | 38HWC183A | S8403A10275 | 27-Mar-03 |
| 906  | 38HWC183A | S8403A10276 | 27-Mar-03 |
| 907  | 38HWC183A | S8403A10278 | 27-Mar-03 |
| 908  | 51HWC243A | S8402M14205 | 27-Mar-03 |
| 909  | 26HWC123A | S8403A10202 | 27-Mar-03 |
| 910  | 38HWC183A | S8403A10279 | 27-Mar-03 |
| 911  | 51HWC243A | S8402M14261 | 27-Mar-03 |
| 912  | 26HWC123A | S8402M13884 | 27-Mar-03 |
| 1001 | 38HWC183A | S8403A10283 |           |
| 1002 | 64HWC303A | S8402M14392 | 23-Apr-03 |
| 1003 | 26HWC123A | S8403A10200 | 23-Apr-03 |
| 1005 | 38HWC183A | S8403A10282 | 23-Apr-03 |
| 1006 | 38HWC183A | S8403A10281 | 23-Apr-03 |
| 1007 | 38HWC183A | S8403A10266 | 23-Apr-03 |
| 1008 | 51HWC243A | S8402M12260 | 23-Apr-03 |
| 1009 | 26HWC123A | S8402m15973 |           |
| 1010 | 38HWC183A | S8403A10272 | 23-Apr-03 |
| 1011 | 51HWC243A | S8402M14262 | 23-Apr-03 |
| 1012 | 26HWC123A | S8402M14442 | 23-Apr-03 |
| 1101 | 38HWC183A | S8403A10277 | 23-Apr-03 |
| 1102 | 64HWC303A | S8402M14383 | 23-Apr-03 |
| 1103 | 26HWC123A | S8402M13885 | 23-Apr-03 |
| 1105 | 38HWC183A | S8402M14100 | 23-Apr-03 |
| 1106 | 38HWC183A | S8403A10280 | 23-Apr-03 |
| 1107 | 38HWC183A | S8403A10269 | 23-Apr-03 |
| 1108 | 51HWC243A | S8402M12258 | 23-Apr-03 |
| 1109 | 26HWC123A | S8402M13886 | 23-Apr-03 |
| 1110 | 38HWC183A | S8402M14101 | 23-Apr-03 |
| 1111 | 51HWC243A | S8402M14260 | 23-Apr-03 |
| 1112 | 26HWC123A | S8402M13883 | 23-Apr-03 |
| 1201 | 38HWC183A | S8402M13943 | 23-Apr-03 |
| 1202 | 64HWC303A | S8402M16172 | 23-Apr-03 |
| 1203 | 26HWC123A | S8403A10204 | 23-Apr-03 |



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| 1205 | 38HWC183A | S8402M13942  | 23-Apr-03 |  |
| 1206 | 38HWC183A | S8403A10265  | 23-Apr-03 |  |
| 1207 | 38HWC183A | S8403A10268  | 23-Apr-03 |  |
| 1208 | 51HWC243A | S8402M14267  | 23-Apr-03 |  |
| 1209 | 26HWC123A | S8402M14441  | 23-Apr-03 |  |
| 1210 | 38HWC183A | S8403A10264  | 23-Apr-03 |  |
| 1211 | 51HWC243A | S8402M14197  | 23-Apr-03 |  |
| 1212 | 26HWC123A | S8403A10193  | 23-Apr-03 |  |
| 1501 | 38HWC183A | S8403A10270  | 23-Apr-03 |  |
| 1502 | 64HWC303A | S8402M16166  | 23-Apr-03 |  |
| 1503 | 26HWC123A | S8402M13861  |           |  |
| 1505 | 38HWC183A | S8402M14097  | 23-Apr-03 |  |
| 1506 | 38HWC183A | S8402M14096  | 23-Apr-03 |  |
| 1507 | 38HWC183A | S8402M14078  | 23-Apr-03 |  |
| 1508 | 51HWC243A | S8402L13883  | 23-Apr-03 |  |
| 1509 | 26HWC123A | S840M13858   | 23-Apr-03 |  |
| 1510 | 38HWC183A | S8402M14077  | 23-Apr-03 |  |
| 1511 | 51HWC243A | S8402M10525  | 23-Apr-03 |  |
| 1512 | 26HWC123A | S8402M13876  | 23-Apr-03 |  |
| 1601 | 38HWC183A | S8402M134065 |           |  |
| 1602 | 64HWC303A | S8402M16174  |           |  |
| 1603 | 26HWC123A | S8403A10192  |           |  |
| 1605 | 38HWC183A | S8402M14073  |           |  |
| 1606 | 38HWC183A | S8402M14061  |           |  |
| 1607 | 38HWC183A | S8402M14059  |           |  |
| 1608 | 51HWC243A | S8402M10633  |           |  |
| 1609 | 26HWC123A | S8403A10205  |           |  |
| 1610 | 38HWC183A | S8402M14060  |           |  |
| 1611 | 51HWC243A | S8402M12235  |           |  |
| 1612 | 26HWC123A | S8403A10197  |           |  |
| 1701 | 38HWC183A | S8402M14056  |           |  |
| 1702 | 64HWC303A | S8402M16167  |           |  |
| 1703 | 26HWC123A | S8403A10206  |           |  |
| 1705 | 38HWC183A | S8402M14066  |           |  |
| 1706 | 38HWC183A | S8402M14058  |           |  |
| 1707 | 38HWC183A | S8402M14098  |           |  |
| 1708 | 51HWC243A | S8402M14266  |           |  |
| 1709 | 26HWC123A | S8402M15969  |           |  |
| 1710 | 38HWC183A | S8402M14074  |           |  |
| 1711 | 51HWC243A | S8402M14264  |           |  |
| 1712 | 26HWC123A | S8402M15970  |           |  |
| 1801 | 38HWC183A | S8402M13932  |           |  |
| 1802 | 64HWC303A | S8402L14024  |           |  |
| 1803 | 26HWC123A | S8402M13875  |           |  |
| 1805 | 38HWC183A | S8402M13933  |           |  |
| 1806 | 38HWC183A | S8402M13962  |           |  |
| 1807 | 38HWC183A | S8402M13968  |           |  |
| 1808 | 51HWC243A | S8402M14259  |           |  |
| 1809 | 26HWC123A | S8402M13859  |           |  |
| 1810 | 38HWC183A | S8402M14054  |           |  |
| 1811 | 51HWC243A | S8402M14268  |           |  |
| 1812 | 26HWC123A | S8402M13863  |           |  |
| 1901 | 38HWC183A | S8402M13980  |           |  |
| 1902 | 64HWC303A | S8402M16171  |           |  |
| 1903 | 26HWC123A | S8402M13860  |           |  |
| 1905 | 38HWC183A | S8402M13976  |           |  |
| 1906 | 38HWC183A | S8402M13976  |           |  |

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|------|-----------|-------------|--|--|
| 1907 | 38HWC183A | S8402M13967 |  |  |
| 1908 | 51HWC243A | S8402M12236 |  |  |
| 1909 | 26HWC123A | S8403A10198 |  |  |
| 1910 | 38HWC183A | S8402M13981 |  |  |
| 1911 | 51HWC243A | S8402M14214 |  |  |
| 1912 | 26HWC123A | S8402M13862 |  |  |
| 2001 | 38HWC183A | S8402M14071 |  |  |
| 2002 | 64HWC303A | S8402M16175 |  |  |
| 2003 | 26HWC123A | S8402M13857 |  |  |
| 2005 | 38HWC183A | S8402M14075 |  |  |
| 2006 | 38HWC183A | S8402M13945 |  |  |
| 2007 | 38HWC183A | S8402M13960 |  |  |
| 2008 | 51HWC243A | S8402M12240 |  |  |
| 2009 | 26HWC123A | S8403A10189 |  |  |
| 2010 | 38HWC183A | S8402M13979 |  |  |
| 2011 | 51HWC243A | S8402M12252 |  |  |
| 2012 | 26HWC123A | S8402M13856 |  |  |
| 2101 | 38HWC183A | S8402M13955 |  |  |
| 2102 | 64HWC303A | S8402M16170 |  |  |
| 2103 | 26HWC123A | S8402M14444 |  |  |
| 2105 | 38HWC183A | S8402M13946 |  |  |
| 2106 | 38HWC183A | S8402M13944 |  |  |
| 2107 | 38HWC183A | S8402M13959 |  |  |
| 2108 | 51HWC243A | S8402M14215 |  |  |
| 2109 | 26HWC123A | S8402M15966 |  |  |
| 2110 | 38HWC183A | S8402M13948 |  |  |
| 2111 | 51HWC243A | S8402M12241 |  |  |
| 2112 | 26HWC123A | S8403A10188 |  |  |
| 2201 | 38HWC183A | S8402M13972 |  |  |
| 2202 | 64HWC303A | S8402M16164 |  |  |
| 2203 | 26HWC123A | S8402K14280 |  |  |
| 2205 | 38HWC183A | S8402M13947 |  |  |
| 2206 | 38HWC183A | S8402M14076 |  |  |
| 2207 | 38HWC183A | S8402M14079 |  |  |
| 2208 | 51HWC243A | S8402M12243 |  |  |
| 2209 | 26HWC123A | S8402K14272 |  |  |
| 2210 | 38HWC183A | S8402M14070 |  |  |
| 2211 | 51HWC243A | S8402M12242 |  |  |
| 2212 | 26HWC123A | S8402K14336 |  |  |
| 2301 | 38HWC183A | S8402M14069 |  |  |
| 2302 | 64HWC303A | S8402M16182 |  |  |
| 2303 | 26HWC123A | S8403A10187 |  |  |
| 2305 | 38HWC183A | S8402M13978 |  |  |
| 2306 | 38HWC183A | S8402M13977 |  |  |
| 2307 | 38HWC183A | S8402M13974 |  |  |
| 2308 | 51HWC243A | S8402M12239 |  |  |
| 2309 | 26HWC123A | S8403A10190 |  |  |
| 2310 | 38HWC183A | S840M13973  |  |  |
| 2311 | 51HWC243A | S840M14212  |  |  |
| 2312 | 26HWC123A | S840M15965  |  |  |
| 2501 | 38HWC183A | S8402M13971 |  |  |
| 2502 | 64HWC303A | S8402M16176 |  |  |
| 2503 | 26HWC123A | S8402K14282 |  |  |
| 2505 | 38HWC183A | S8402M13958 |  |  |
| 2506 | 38HWC183A | S8402M13957 |  |  |
| 2507 | 38HWC183A | S8402M13966 |  |  |
| 2508 | 51HWC243A | S8402M12265 |  |  |



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|        |           |             |  |  |
|--------|-----------|-------------|--|--|
| 2509   | 26HWC123A | S8402M15972 |  |  |
| 2510   | 38HWC183A | S8402M13965 |  |  |
| 2511   | 51HWC243A | S8402M12232 |  |  |
| 2512   | 26HWC123A | S8402M14438 |  |  |
| PH201  | 38HWC183A | S8402M13956 |  |  |
| PH202  | 64HWC303A | S8402M16169 |  |  |
| PH203a | 38HWC183A | S8402M13950 |  |  |
| PH203b | 38HWC183A | S8402M13936 |  |  |
| PH205a | 26HWC123A | S8402M14446 |  |  |
| PH205b | 38HWC183A | S8402M13962 |  |  |
| PH206  | 51HWC243A | S8402M12227 |  |  |
| PH101  | 38HWC183A | S8402M13964 |  |  |
| PH102  | 64HWC303A | S8402M16179 |  |  |
| PH103a | 38HWC183A | S8402M13961 |  |  |
| PH103b | 38HWC183A | S8402M13963 |  |  |
| PH105a | 26HWC123A | S8402K14325 |  |  |
| PH105b | 38HWC183A | S8402F17839 |  |  |
| PH106  | 51HWC243A | S8402M12190 |  |  |

