

CONSENT TO SUBLEASE

This consent to sublease is entered into as of _____ by and among Rosenberg Enterprises Ltd., a limited corporation ("Sublessor" under this Consent and "Lessee" under the Master Lease), and _____ ("Sublessee" under this Consent) on a month-by-month renewal basis.

RECITALS

Monthly rent: \$_____/month + \$_____/month GST= \$_____/month. The rent is payable in advance on the first day of each month. Damage deposit: _____ (equivalent to one month's rent).

Should either party decide not to renew the sublease agreement for another term, the other party will be notified of the intent not to renew in writing thirty (30) days prior to the expiry date.

Sublessor entered into a sublease with Sublessee dated _____, which sublease and all riders and amendments are in this Consent to Sublease called the "Master Lease," by which Landlord leased to Sublessor certain premises in the building known as "Gibsons Block Ltd." at 441 B Marine Drive, Gibsons.

Sublessor desires to sublet the premises covered by the Master Lease, consisting of # _____ 441 B Marine Drive, Gibsons (the "Premises") on one day a week, to Sublessee and Sublessee desires to sublease the Premises from Sublessor; subject to the following terms and conditions:

1. The sublease shall be subject and subordinate at all times to all of the covenants, agreements, terms, provisions and conditions of the Master Lease and of this Consent. Neither Sublessor nor Sublessee shall do or permit anything to be done in connection with the sublease or Sublessee's occupancy of the Premises as defined in the sublease, which will violate the Master Lease or this Consent.

2. Sublessee will not, without prior written consent of Sublessor in each instance, assign the sublease or sublet the Premises or any part of them. Sublessee agrees not use the premises nor allow the premises to be used for any other purpose than for which the premises are hereby leased as a Health and Wellness Centre.

3. This Consent shall not be in any way or manner a release of Sublessor from any and all obligations to be performed by Sublessor as the Lessee under the Master Lease. The parties agree that Landlord may, after a default by Sublessor under the Master Lease, collect all rents due and owing from Sublessee, and the collection of rents due shall not be a waiver of any rights and remedies of Landlord against Sublessor as the Lessee under the Master Lease.

4. Notwithstanding anything to the contrary contained in the sublease, or contained in this Consent, shall enlarge or increase Landlord's obligations or liability under the Master Lease or otherwise, and in the event of a default in the Master Lease which results in a termination of the Master Lease, the sublease and Sublessee's rights in the Premises shall also be terminated.

5. This Consent shall not be changed orally but only by an agreement in writing signed by the Sublessor and Sublessee.

6. Sublessee agrees that no substantial alterations, additions or physical changes will be made in the Premises or any part of them without Sublessor's prior written consent in each instance.

7. Repairs required through damage caused by Sublessee shall be charged to Sublessee as additional rent. It is agreed that Sublessee will not make or permit to be made any alterations, additions, improvements, or changes in the premises without in each case first obtaining the written consent of Sublessor. A consent to a particular alteration, addition, improvement, or change shall not be deemed as a consent to or a waiver of restrictions against alterations, additions, improvements, or changes for the future. All alterations, changes, and improvements built, constructed, or placed in the leased premises by Sublessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Sublessor and Sublessee, be the property of Sublessor and remain in the leased office at the expiration or earlier termination of this lease. Please note that tape and thumb tacks may not be used on any of the bare walls.

8. Sublessee agrees that he/she will appropriate maintain public / commercial and professional liability insurance (minimum \$1 million per claim) at all times, and will release Sublessor and Lessor from any liability in connection with the use by the Tenants or guest of the premises, including injuries or damages. Additionally, the Sublessee agrees that insurance to cover personal property is the responsibility of the Sublessee.

9. Sublessee agrees to give to the Sublessor immediate notice of any defect in water, gas or other pipes or fixtures, heating apparatus, electric or other wires or fixtures.

10. Sublessee agrees that he/she will not commit waste on the premises, or maintain or permit to be maintained a nuisance on the premises, or use or permit the premises to be used in an unlawful manner.

11. Sublessee agrees that he/she will be responsible for maintaining the cleanliness of the above named premises including: dusting, and general tidying.

12. At the end of the term of this sublease, Sublessee shall quit and deliver up the premises to Sublessor in as good condition as they are now, ordinary wear and tear by the elements excepted.

13. If Sublessee defaults in the payment of rent or any part of the rent at the times specified above, or if Sublessee defaults in the performance of or compliance with any other term or condition of this sublease agreement, the sublease, at the option of Sublessor, shall terminate and be forfeited, and Sublessor may re-enter the premises and re-take possession and recover damages, including costs. Termination and forfeiture of the sublease shall not result if, Sublessee has corrected the default or breach or has taken action reasonably likely to effect correction within a reasonable time (e.g. within thirty (30) days).

The parties to this Consent to Sublease have caused it to be duly executed as of the day and year first above written.

Sublessor
Rosenberg Enterprises Ltd.

Sublessee

Sublessor
Rosenberg Enterprises Ltd.

Date