

EXHIBIT "I"
OFFER TO LEASE



Langford, British Columbia

TO: Westwind Plaza (J.V) Properties Ltd., having an address at ◆

Goldstream Ventures LLP having an address at ◆

(together, referred to as the "Landlord")

FROM: Name: ◆

Address: ◆

(the "Tenant")

AND: Name: ◆

Address: ◆

(the "Indemnifier")

The Tenant offers to lease from the Landlord the premises described below in the commercial/residential complex to be constructed on a portion of the lands legally described as:



(the "Lands")

and to be known as ◆ in Langford, British Columbia, on the following terms and conditions:

1. CAPITALIZED TERMS

Unless otherwise defined in this Offer to Lease, capitalized terms used in this Offer to Lease shall have the meaning ascribed to them in the provisions of the Landlord's standard form of lease, a copy of which is attached as Schedule "A" to this Offer to Lease (the "Standard Form of Lease").

2. THE PREMISES

Prior to the Commencement Date, the Lands will be subdivided by registration of a strata plan in the Victoria Land Title Office. The strata corporation for the development will contain both residential and commercial strata lots.

The Premises comprise approximately that proposed strata lot ♦ (the "Strata Lot") within Building ♦ (the "Building") shown outlined in heavy black and hatched on the plan attached as Schedule "B". The Rentable Area of the Premises for the purpose of rental calculation is approximately ♦ square feet, subject to re-measurement. The actual Rentable Area shall be confirmed once the Building is complete and capable of being measured by the Landlord's surveyor and the strata plan for the development is filed in the Victoria Land Title Office. The Landlord may make minor variations in the form or siting of the Premises, and such minor variations shall not render this Offer void or voidable.

3. USE OF PREMISES

The Premises shall be used only for the purpose of ♦ operating under the name "♦". At no time during the Term of the Lease (or any renewal thereof) shall the Tenant use, assign or sublet the Premises to any person for the following uses:

- (a) An automated banking machine or provide any form of banking or financial services;
- (b) A liquor or beer and wine store, pub or full service restaurant;
- (c) A business making or selling pizza, pizza-by-the-slice, pizza take-out or pizza delivery business;
- (d) A day spa offering the services of hair care, manicures and pedicures;
- (e) A Mexican fast food restaurant;
- (f) A hiking or walking and related outdoors apparel business;
- (g) A florist; or
- (h) A house or automobile insurance office.

4. TERM

The Term of the Lease shall be for a period of ♦ (♦) years. In addition, if the Commencement Date does not fall on the first day of the month, then the term shall be increased by that portion of the month from the Commencement Date to the last day of the month in which the Commencement Date occurs.

5. COMMENCEMENT AND POSSESSION

The Landlord shall notify the Tenant in writing that the Premises are ready for commencement of the Tenant leasehold improvements, and from that date the Tenant shall have a maximum of ♦ (♦) days possession of the Premises for the purposes of Tenant leasehold improvements (the "Fixturing Period"). The Term shall commence on ♦, 200♦ (the "Commencement Date"), subject to the provisions of the Standard Form of Lease. Any occupation of the Premises by the Tenant during the Fixturing Period shall be subject to the terms of the Standard Form of Lease, insofar as they are applicable. The Tenant shall be responsible for its own utilities, insurance, Additional Rent, but not Annual Basic Rent, during the Fixturing Period.

6. ANNUAL BASIC RENT

Subject to the terms of the Standard Form of Lease, Annual Basic Rent shall be payable in advance on the first day of each month during the Term in consecutive monthly instalments based on the following rates:

Lease Year	Annual Basic Rent per Square Foot per Annum*	Annual Basic per Annum*	Annual Basic per Month*
*GST not included			

The Landlord agrees to postpone the payment of the Annual Basic Rent during the Fixturing Period.

7. GOODS AND SERVICES TAX

The Tenant will pay, at all times and in the manner set out in the Standard Form of Lease, all Goods and Services Tax on any applicable amount payable by the Tenant in accordance with the Standard Form of Lease.

8. OPERATING EXPENSES

The Tenant will pay the Operating Expenses associated with operating and maintaining: the Premises, the Commercial Section of the Buildings, and any common areas of the Strata Corporation made available for use by the Tenant, as set out in the Standard Form of Lease, on the first day of each month during the Term.

9. ADDITIONAL RENT

The Tenant will pay the Additional Rent, as set out in the Standard Form of Lease, and as levied in connection with the Tenant's use and occupation of the Premises on the first day of each month during the Term.

10. ADJUSTMENT

In accordance with the Standard Form of Lease, if during the Term, the payment date for the Rent or any amount payable to Landlord under the Standard Form of Lease does not fall on the first day of the month, the amount shall be pro-rated and the tenant shall pay to the Landlord its Relative Portion of the amount so pro-rated for the period of time.

11. BUSINESS TAXES

The Tenant shall pay all applicable business taxes levied in connection with the Tenant's use and occupation of the Premises as and when due.

12. SERVICES AND UTILITIES

Except for the services and utilities included in the Operating Expenses and Strata Fee as set out in the Standard Form of Lease, the Tenant shall pay all other charges for service, use, maintenance and repair, for all utilities and communications services supplied to the Premises including, but not limited to electricity, gas, telephone, communications services, and cable. If any particular utility or service is not separately metered, the Tenant will pay its Relative Portion of any particular utility and the Landlord will make an equitable adjustment amongst the tenants.

13. SIGNS

The Tenant shall not erect or place any signs, awnings, canopies, decorations, lettering or advertising of any nature or kind whatsoever on the exterior walls of the Premises, or on or visible through the display windows of the Premises or on the walls of or elsewhere in the Buildings without first obtaining the Landlord's written approval and complying with all sign restrictions and permits imposed or required by the Landlord, the strata corporation or any lawful authority having jurisdiction.

14. PARKING

The Tenant shall be entitled to the use the surface parking area on a first come first served basis in common with other tenants, owners, visitors, guests and public users, rent free during the Term of the Lease or any renewal thereof.

15. INSURANCE AND INDEMNITY

The Tenant will carry such property and public liability insurance and business interruption insurance, as set out in the Standard Form of Lease, and shall indemnify the Landlord against any and all possible loss resulting from the Tenant occupying the Premises. The Tenant shall pay for any increase in insurance rates of the Building caused by the Tenant's use or occupancy of the Premises. During the Fixturing Period, public liability, property damage, fire and delayed opening insurance, all in form acceptable to the Landlord, shall be placed by, and at the expense of the Tenant.

16. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign the Lease or sublet the Premises in whole or in part at any time or times during the Term or any renewal thereof except as provided in the Standard Form of Lease.

17. INSPECTION AND REPAIRS

The Landlord may, at all reasonable times in accordance with the Standard Form of Lease, enter the Premises to examine the same as it deems necessary for the operation and maintenance of the Premises.

In accordance with the Standard Form of Lease, the Tenant will keep the Premises in good repair and maintain the Premises, reasonable wear and tear excepted.

Insofar as they are not the responsibility of the Strata Corporation, the Landlord shall be fully responsible for all routine repairs and maintenance to the heating and/or air conditioning systems, the cost of which shall be included in the operating expenses.

18. OPTION TO RENEW

The Tenant shall have the right to renew the lease for an additional term of ♦ (♦) years on the terms and conditions set out in the Standard Form of Lease.

19. FORMAL LEASE DOCUMENT

The Lease shall be prepared by the Landlord's solicitors incorporating all of the terms and conditions of this Offer to Lease and shall be substantially in the form attached as Schedule "A". The Tenant shall execute the Lease within thirty (30) days following the date upon which the Landlord delivers the Lease to the Tenant. It is understood and agreed that the Lease deals in greater detail with the provisions hereof and contains clauses in addition to those in this Offer to Lease.

20. LANDLORD AND TENANT'S WORK

The Landlord and the Tenant shall complete the Landlord's Work and the Tenant's Work as described in Schedule "C".

21. SUBJECT CONDITIONS

This Agreement shall be subject to those conditions precedents described in Schedule "D".

22. OFFER PROVISIONS

The terms of this Offer will survive and continue to be of full force and effect, after execution and delivery of the Lease, provided that such terms shall only be deemed to be and survive only as covenants and not conditions. Where there is any conflict between the terms of this Offer to Lease and the terms of the Lease, the terms of the Lease shall prevail.

23. REGISTRATION

The Tenant shall not register this Offer to Lease nor a caveat, lis pendens or other instrument containing notice of this Offer to Lease against the title to the land on which the Building is located.

24. ASSIGNMENT OF OFFER

The Tenant may not assign its interest in this Offer to Lease.

25. INDEMNIFIER

As an inducement to the Landlord to accept this Offer, the Indemnifier agrees to indemnify the Landlord and save it harmless from all losses, costs, damages and expenses incurred by the Landlord as a result of the default of the Tenant pursuant to the covenants contained in this Offer to Lease and the Lease and agrees to execute and deliver to the Landlord no later than the date of delivery of the executed Lease from the Tenant to the Landlord an indemnity agreement in the form attached to the Standard Form of Lease.

26. DEPOSIT

This Offer to Lease is accompanied by a deposit in the amount of \$◆ which, if this Offer to Lease is accepted by the Landlord will be held by the Landlord (without liability for interest thereon), and will be applied as follows:

- (a) firstly, on account of the Rent payable for the first and last of the Term plus GST; and
- (b) secondly, the balance, to be held by the Landlord as security for the payment of the Rent and performance of the Tenant's obligations as set out in the Standard Form of Lease.

All deposit monies are held in the trust account of ◆, who are irrevocably authorized and directed by the Tenant to release the deposit to the Landlord at the Landlord's request at any time after acceptance of this Offer to Lease by the Landlord. If the Tenant defaults under the terms hereof, the Landlord may terminate this agreement and retain the deposit on account of damages and not as a penalty, and without prejudice to any other remedy.

27. FINANCIAL INFORMATION

The Tenant shall, within five (5) working days after request from the Landlord, provide to the Landlord such information as to Tenant's financial standing and (if applicable) corporate organization as the Landlord requires, failing which the Tenant shall be in default of this Offer to Lease. The Landlord may make such inquiries and personal investigations as to the Tenant's financial standing and credit worthiness as the Landlord deems necessary for the purpose of deciding whether or not to accept this Offer to Lease, and the Tenant hereby consents to all such inquiries and personal investigations being made.

28. WARRANTIES

There are no agreements, representations, warranties or conditions related to this Offer whether express or implied, collateral or otherwise, oral or written except as are expressly set forth herein.

29. NET LEASE

Except as expressly set out in the Standard Form of Lease, the lease of the Premises shall be absolutely net to the Landlord.

30. NOTICE

The provisions of the Standard Form of Lease relating to the giving of notice shall apply to this Offer except that until the term commences, the address of the Tenant shall be the following:

TENANT: Name: ◆

Address: ◆

31. TIME OF THE ESSENCE

Time shall be of the essence in this Offer to Lease in all respects.

32. SCHEDULES

The following schedules form part of this Offer to Lease:

- Schedule "A" - Standard Form of Lease
- Schedule "B" - Plan of Premises
- Schedule "C" - Landlord and Tenant's Work
- Schedule "D" - Subject Conditions

33. ACCEPTANCE OF THIS OFFER

This Offer to Lease is irrevocable until 5:00 o'clock p.m., Victoria, British Columbia, time, _____, 200◆, after which time this Offer to Lease may be revoked by notice in writing from the Tenant to the Landlord. Acceptance shall be effective only if in writing and neither the preparation by the Landlord of this or any other form of Offer to Lease or any negotiations entered into by the Landlord in connection with its submission shall constitute or imply any commitment or acceptance by the Landlord. If accepted by the Landlord, this Offer to Lease will constitute a binding contract between the Landlord and the Tenant and their respective heirs, executors, personal and legal representatives, successors and permitted assigns, subject only to the conditions contained herein.

DATED this ____ day of _____, 200◆

WITNESS:

TENANT:

◆

Print Name: _____

Print Name: _____

CORPORATE TENANT:

◆

Per:

Authorized Signatory

WITNESS:

INDEMNIFIER:

* * * * *

The Landlord hereby accepts the above Offer to Lease.

DATED this _____ day of _____, 200♦,

WESTWIND PLAZA (J.V) PROPERTIES LTD

Per:

Authorized Signatory

GOLDSTREAM VENTURES LLP

by its Managing Partner

Pointswest Ventures Inc.

Per:

Authorized Signatory

SCHEDULE "A"
STANDARD FORM OF LEASE

SCHEDULE "B"
PLAN OF PREMISES

SCHEDULE "C"

LANDLORD AND TENANT'S WORK

A. LANDLORD'S WORK

Landlord's Work to consist of:

B. TENANT'S WORK

Tenant's Work to consist of:

SCHEDULE "D"

SUBJECT CONDITIONS

The Offer to Lease dated ♦ between the Tenant and the Landlord is subject to the following conditions:

1. Approval by the Tenant's lawyer of the Standard Form of Lease within ten (10) days after acceptance by the Landlord of this Offer. In the event this condition is not removed by notice in writing to the Landlord within ten (10) days after acceptance of this Offer by the Landlord, this Agreement shall be terminated and all deposit monies returned shall be returned to the Tenant, and after that, the Landlord, the Tenant, and the Indemnifier shall have no further obligations to each other hereunder. This clause is for the sole benefit of the Tenant.

2. ♦ [Insert any other conditions]

3. ♦