

THIS MONTH TO MONTH LEASE is dated for reference the 15th day of April 2014.

AMONG:

**INVESTORS GROUP TRUST CO. LTD. AS TRUSTEE FOR
INVESTORS REAL PROPERTY FUND,**
c/o Kennington Properties (B.C.) Ltd.
Suite 104-4370 Dominion Street
Burnaby, B.C., V5G 4L7

(the "Landlord")

AND:

AUTONOMOUS SOLUTIONS INC.

200 – 4240 Manor Street
Burnaby, B.C., V5G 1B2

(the "Tenant")

WHEREAS:

(A) The Landlord is registered owner of the building known as 625 West Kent Avenue N., Vancouver, B.C., (the "Building") and being located on lands legally described as:
Lot P
Blocks 4 & 5, C, D, Y & Z
District Lots 311, 319, 323 & 324
Plan VAP 23123

(the "Lands");

(B) The Tenant has requested that the Landlord lease to the Tenant on a month-to-month basis those certain premises located on the second floor of the Building and being approximately 2,297 square feet of rentable area as outlined in heavy bold on Schedule "A" attached hereto (the "Leased Premises");

(C) The Landlord has agreed to demise and lease the Leased Premises to the Tenant on a month-to-month basis on the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the payment of \$10.00 and the covenants, terms and conditions herein contained, the parties hereto agree as follows:

PART 1

DEFINITIONS

- 1.1 “**Additional Rent**” means all amounts to be paid by the Tenant under this Lease save and except for Minimum Rent.
- 1.2 “**Building**” means the Building described in Recital (A) hereof, as such Building may be altered, expanded or reduced from time to time and all improvements from time to time made to the Building.
- 1.3 “**Commencement Date**” has the meaning ascribed in 3.1 hereof.
- 1.4 “**Common Areas and Facilities**” means all that part of the Building and the Lands which is not leased or designated by the Landlord to be leased to tenants of the Building, including without limitation, all automobile parking areas, driveways, entrances and exits thereto, the truckway or ways and loading docks, pedestrian sidewalks, landscaped areas, exterior stairways, equipment, apparatus, general signs, easements, and common access drives, together with all other areas and facilities which are provided or designated from time to time by the Landlord for the use by or benefit of the Tenant, its employees, customers and other invitees in common with others entitled to the use or benefit of such areas and facilities in the manner and for the purpose permitted by this Lease.
- 1.5 “**Contaminant**” means any substance, product, element, radiation, vibration or matter included in any definition of hazardous product, dangerous goods, waste, toxic substance, contaminant, pollutant, deleterious substance or words of similar import under any Environmental Laws the presence of which in the environment is likely to affect adversely the quality of the environment in any way.
- 1.6 “**Encumbrance**” has the meaning ascribed in 15.1 hereof.
- 1.7 “**Environmental Laws**” means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any governmental authority having jurisdiction over the Leased Premises now or hereafter in force relating in any way to the environment, environmental assistance, health, occupation health and safety or transportation of dangerous goods including the principles of common law and equity.
- 1.8 “**Floor Area of the Leased Premises**” means the floor area expressed in square feet of the Leased Premises as certified from time to time by the Landlord’s architect or surveyor calculated by measuring, in accordance with the BOMA standard of measurement, from the exterior surfaces of the exterior walls and of all walls adjoining the Common Areas and Facilities, from the centre line of party or demising walls separating two or more interior leasable premises from other areas in the Building where no wall exists, all without deduction or exclusion for any space occupied by or used for columns, stairs, elevators, escalators or other interior construction or equipment or for any storefront or doorway areas recessed from the lease line.
- 1.9 “**Floor Area of the Building**” means the total rentable area expressed in square feet as certified from time to time by the Landlord’s architect or surveyor, of all leasable

premises set aside by the Landlord for leasing to tenants of the Building, whether leased or not, but excluding the total rentable floor area of storage areas; mezzanine areas; a free standing building; an automotive service, fuel or repair outlet or facility; premises with a total rentable floor area in excess of 20,000 square feet; theatres and cinemas; religious uses.

1.10 "Lands" has the meaning ascribed in Recital (A) hereof.

1.11 "Lease Year" means a twelve (12) month period commencing with the first day of January in one calendar year and ending on the last day of December in that calendar year; provided that the first Lease Year will commence on the Commencement Date and end on the last day of December of the calendar year of the Commencement Date and the last Lease Year will end on the expiry of this Lease and commence on the first day of January preceding that date.

1.12 "Leased Premises" has the meaning ascribed in Recital (B) hereof.

1.13 "Minimum Rent" has the meaning ascribed in 4.1 hereof.

1.14 "Operating Costs" means the total of all expenses, costs, fees, rentals, disbursements and outlays of every nature and kind incurred, accrued, paid, payable or attributable, whether by or on behalf of the Landlord (without duplication) for operating, maintaining, servicing, repairing, restoring, renewing, improving, equipping, insuring, cleaning, lighting, securing, policing, supervising, managing and administering the Building and the Lands or any portion thereof in each Lease Year, including, but not limited to those items listed below:

- (a) the cost of insuring the Building from time to time in such manner and form, with such companies and such coverage and in such amounts as the Landlord, acting reasonably, or its mortgagee from time to time determines;
- (b) landscaping, cleaning, snow and ice removal, garbage and waste collecting and disposal;
- (c) lighting, electricity, public utilities, loud speakers, signage, public address and musical broadcasting systems and any telephone and answering service facilities and systems used in or servicing the Building and the cost of electricity for any signs designated by the Landlord as part of the Building and the Common Areas and Facilities;
- (d) policing, securing, supervision and traffic control;
- (e) Taxes;
- (f) business taxes assessed, levied and payable in respect of the Common Areas and Facilities;
- (g) management office expenses of operation, and salaries of all personnel, including management and other supervisory personnel, employed to carry out the maintenance, repair, marketing and operation of the Building and the Common Areas and Facilities, including fringe benefits and contributions and premiums for unemployment and workers' compensation insurance, pension plan contributions and similar premiums and

contributions and severance pay or indemnity, or, where the management office and personnel serve more than one Building, an allocated share of those expenses, salaries and contributions;

(h) the cost of any equipment and signs and the cost of building supplies used by the Landlord in the maintenance, repair and operation of the Building and the Common Areas and Facilities;

(i) fees incurred in the preparation and auditing of written statements of Operating Costs;

(j) all repairs and replacements to and maintenance and operation of the Building and the Common Areas and Facilities and the systems, facilities and equipment serving the Building and the Common Areas and Facilities, including, without limitation, heating, ventilating, air conditioning and electrical equipment and systems, and the roof, except for the cost of repairing or replacing any inherent structural defects or weaknesses;

(k) depreciation or amortization:

(i) of the costs, including repair and replacement (minor and major), of all maintenance, operating and cleaning equipment and master utility meters from the earlier of the date that the cost was incurred or the commencement of the Term; and

(ii) of the costs incurred for repairing or replacing all other fixtures, improvements, equipment and facilities serving or comprising the Building and the Common Areas and Facilities, including the roof, unless they are charged fully in the Lease Year in which they are incurred (in either case in accordance with generally accepted accounting principles as reasonably determined by the Landlord);

(l) amortization of the cost of the installation of capital improvement items which are primarily for the purposes of reducing or maintaining Operating Costs or which may be required by any governmental authority. Such costs will be amortized over the reasonable life of the capital investment items, with the reasonable life and amortization schedule to be determined in accordance with generally accepted accounting principles as reasonably determined by the Landlord;

(m) auditing, accounting, bookkeeping, legal and other professional and consulting fees and disbursements and all costs and expenses not otherwise expressly excluded in this Lease attributable to the maintenance, operation, management, replacement, supervision and administration of the Building; and

(n) rental charges for electrical, garbage and/or utility rooms and service or delivery corridors.

1.15 **“Proportionate Share”** means a ratio the numerator of which is the Floor Area of the Leased Premises and the denominator of which is the Floor Area of the Building.

1.16 “**Rent**” means all amounts due from the Tenant, including without limitation, Minimum Rent and Additional Rent.

1.17 “**Taxes**” means the aggregate of all real property, sewer, municipal and other property taxes and rates, whether general or special, of any nature whatsoever, including school and local improvement taxes and all business taxes, commercial concentration levy, corporation capital taxes and other capital taxes levied, charged, rated or assessed by any lawful authority against the Building and the Lands, or against the Landlord on account of its ownership thereof or deferred payments and interest or penalties and any other taxes, assessments or duties levied, rated, charged or assessed in substitution for or in addition to any of the foregoing, together with the costs of the Landlord in contesting or negotiating the same.

PART 2

GRANT OF LEASE AND TERM

2.1 The Landlord hereby demises and leases to the Tenant the Leased Premises on the terms and conditions contained herein.

2.2 The Tenant will be entitled, for the benefit of the Leased Premises, to use in common with others entitled thereto the Common Areas and Facilities, subject to any rules and regulations imposed by the Landlord in connection therewith.

2.3 The Tenant accepts the Leased Premises in “as is, where is” condition and acknowledges that it has examined the Leased Premises before taking possession thereof and agrees that the Leased Premises are in good order and satisfactory condition for the Tenant’s intended use thereof.

PART 3

TERM

3.1 The term of this Lease will commence on the 1st day of May, 2014 (the “Commencement Date”), and will continue on a month-to-month basis, until it is terminated by either party hereto upon one (1) month ‘clear’ prior written notice to the other, unless sooner terminated in accordance with the terms hereof.

3.2 The Tenant will have no right to renew this Lease.

PART 4

RENT

4.1 The Tenant will pay to the Landlord in advance monthly minimum rent of \$2,105.58 (the “Minimum Rent”) in lawful money of Canada without any deduction, abatement or set-off whatsoever on the first day of each and every month hereunder.

4.2 In addition to the Minimum Rent, the Tenant will pay to the Landlord its Proportionate Share of Operating Costs. The Landlord may estimate the Tenant's Proportionate Share of Operating Costs for each Lease Year and the Tenant will pay to the Landlord 1/12th of such estimated amount on the first day of each and every month hereunder together with its payment of Minimum Rent. The parties will readjust any overpayment or underpayment by the Tenant of its Proportionate Share of Operating Costs at the end of each Lease Year.

PART 5

USE

5.1 The Tenant will use the Leased Premises solely for the purposes of Research & Development Office in compliance with the bylaws of the City in which the Building is situated and for no other purpose without the prior written consent of the Landlord, which consent may be withheld in the sole discretion of the Landlord. The Tenant assumes full responsibility to ensure its use is in compliance with the bylaws of the City in which the Building is situated.

PART 6

GST

6.1 In the event any business transfer tax, value-added tax, multi-stage sales tax, sales tax, goods and services tax, or any other like tax is imposed on the Landlord by any governmental authority on any Rent payable by the Tenant hereunder, the Tenant will reimburse the Landlord for the amount of such tax forthwith upon demand (or at any time designated by the Landlord from time to time) as Additional Rent.

PART 7

UTILITIES

7.1 The Tenant will promptly pay all charges for lighting, heating, ventilating and air-conditioning the Leased Premises and all water, gas, electricity, telephone and other utilities used or consumed in the Leased Premises. If there are no separate meters for measuring the consumption of such utilities, the Tenant will pay to the Landlord, in advance, by monthly instalments as Additional Rent, such amount as may be reasonably estimated by the Landlord from time to time as the cost of such utilities for the Leased Premises.

PART 8

INSURANCE

8.1 Prior to exercising any of its rights hereunder, the Tenant will take out insurance for public liability and property damage in a minimum amount of \$5,000,000 per occurrence in such form and with such insurer as the Landlord may from time to time require, with the

Landlord as an additional named insured thereunder. The Tenant will provide evidence of such insurance to the Landlord before the Commencement Date and at least seven days prior to the expiration date noted on any insurance policies. The Tenant will take out and maintain such other insurance from time to time as reasonably requested by the Landlord.

PART 9

INDEMNITY

9.1 The Tenant will indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, expenses, damages and injury in any manner based upon, arising out of, or connected with the existence of this Lease or the use of the Leased Premises by the Tenant which indemnity will survive the expiry or earlier termination of this Lease.

PART 10

LOSS AND DAMAGE

10.1 All property of the Tenant at any time erected, brought, placed or allowed on the Leased Premises by the Tenant will be entirely at the risk of the Tenant in respect of loss, damage, injury, destruction or accident from whatsoever cause arising.

10.2 The Landlord will not be liable for any consequential damages of any kind under this Lease howsoever caused and whether it is a result of a loss by the Tenant of present or prospective profits, expenditures, investments or commitments made in connection with the Lease, or on account of any other reason or cause.

PART 11

MAINTENANCE, REPAIR AND IMPROVEMENTS

11.1 The Tenant will:

- (a) repair, maintain and clean the Leased Premises as would a prudent owner;
- (b) not permit the Leased Premises to be used for any purpose which may constitute a nuisance;
- (c) not alter or construct any alterations or improvements on the Leased Premises without the prior written consent of the Landlord; provided that all alterations or improvements made by the Tenant will be at the sole cost and expense of the Tenant and effected in compliance with all applicable laws, bylaws, rules and regulations of any federal, provincial, municipal or other lawful authority having jurisdiction;

- (d) at the expiry or earlier termination of the Lease, remove all of the Tenant's trade fixtures, machinery, equipment, supplies, alterations or improvements and, if not so removed, the Landlord may:
- (i) keep the Tenant's trade fixtures, machinery, equipment, supplies, alterations or improvements as its own property; or
 - (ii) dispose of the Tenant's trade fixtures, machinery, equipment, supplies, alterations or improvements in such manner as it may, in its absolute discretion, determine and all costs incurred by the Landlord in connection therewith will be forthwith reimbursed by the Tenant; and
- (e) surrender the Leased Premises at the expiry or earlier termination of this Lease in the condition required under this Lease.

PART 12

SIGNAGE

12.1 The Tenant will not paint, affix, inscribe, display or erect or cause to be painted, affixed, inscribed, displayed or erected any sign, notice, picture, lettering, insignia, decoration or advertising material of any kind anywhere outside the Leased Premises or upon the surfaces of any window, wall or entrance or exit door to the Leased Premises or anywhere within the Leased Premises so as to be visible from outside the Leased Premises. All signage will be affixed by the Landlord in accordance with 12.2.

12.2 The Landlord will affix or cause to be affixed to or near the entrance door of the Leased Premises (the exact location to be mutually agreed upon by the Landlord and Tenant), at the Tenant's expense, an appropriate identification sign indicating the Tenant's name. The exact nature of the identification in respect of such matters as size, location, design, colour and type of print must conform to the Landlord's prescribed uniform lettering and sign policy. The Tenant will maintain such signage at its own expense.

PART 13

COMPLIANCE WITH LAWS

13.1 The Tenant will comply promptly, at its own cost and expense, with all laws, ordinances, regulations, requirements and recommendations which may be applicable to the Tenant and its use of the Leased Premises made by any and all federal, provincial, municipal or other lawful authorities having jurisdiction.

PART 14

ENVIRONMENTAL REQUIREMENTS

14.1 The Tenant will comply with all Environmental Laws in connection with the Leased Premises and agrees as follows:

- (a) not to use or permit to be used all or any part of the Leased Premises for the sale, storage, manufacture, handling, disposal, use or any other dealings with any Contaminants;
- (b) to strictly comply and cause any persons for whom it is in law responsible to comply with all Environmental Laws regarding the use and occupancy of the Leased Premises;
- (c) to promptly notify the Landlord in writing of any release of a Contaminant or any other occurrence or condition at the Leased Premises which could contaminate the Building or the Lands, or subject the Landlord or the Tenant to any fines, penalties, orders, investigations or proceedings under Environmental Laws;
- (d) on the expiry or earlier termination of this Lease, or at any time if requested by the Landlord or required by any governmental or regulatory authority under Environmental Laws, to remove from the Leased Premises all Contaminants brought onto, used at or released from the Leased Premises by the Tenant or any person for whom it is at law responsible. The Tenant will perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants will remain the property of the Tenant notwithstanding any rule of law or other provisions of this Lease to the contrary and notwithstanding the degree of their affixation;
- (e) to indemnify the Landlord from any and all liabilities, actions, damages, claims, remediation costs, recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including all legal and consultant's fees and expenses and the cost of remediation of the Building) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this Part 14 by the Tenant; or
 - (ii) any release or alleged release of any Contaminant at or from the Leased Premises related to or as a result of the use and occupation of the Leased Premises or any act or omission of the Tenant or any person for whom it is in law responsible;
- (f) to immediately notify the Landlord of any communication with governmental or regulatory authorities in respect of the Tenant's use of the Leased Premises or obligations under the Lease, including any inspections or investigations under Environmental Laws.

14.2 The obligations of the Tenant under this Part 14 will survive the expiry or earlier termination of this Lease.

PART 15

LIENS AND CHARGES

15.1 The Tenant will not permit or allow any liens, certificates of pending litigation, judgments or other charges of whatsoever nature arising out of the exercise by the Tenant of its rights hereunder (an "Encumbrance") to be registered against or attach to the Lands and if any Encumbrance is so registered, the Tenant will forthwith, at its expense, cause the same to be discharged.

PART 16

NET LEASE

16.1 The Tenant acknowledges and agrees that it is intended that this Lease will be a completely carefree net lease and that the Landlord will not be responsible for any costs, charges, expenses or outlays whatsoever with respect to the Leased Premises except as expressly set out herein.

PART 17

RIGHT OF ENTRY

17.1 The Landlord or its agent will have the right to enter the Leased Premises during normal business hours except where otherwise agreed to examine the same and to show them to prospective purchasers, tenants or mortgagees, and to enter the Leased Premises at times mutually agreed between the Landlord and the Tenant to make such repairs as the Landlord may deem necessary or desirable, and the Landlord will be allowed to take all material into and upon the Leased Premises that may be required therefor without the same constituting an eviction of the Tenant in whole or in part and the Rent reserved will in no way abate by reason of loss or interruption of business of the Tenant or otherwise while said repairs are being made. The Landlord may place upon the Leased Premises reasonable notices "To Let" or "For Lease" and the Tenant will permit such notices to remain thereon without hindrance or molestation. The Landlord may enter the Leased Premises and bring others at all reasonable hours for the purposes of offering the Leased Premises for rent. If the Tenant or the Tenant's representative will not be present to open and permit an entry into the Leased Premises, at any time, when for any reason an emergency or reasonably apprehended emergency will exist or be contemplated, the Landlord or its agent may enter the same by a master key, or may forcibly enter the same, provided reasonable care is exercised without rendering the Landlord or such agent liable therefor, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained however, will be deemed or construed to impose upon the Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Leased Premises or any part thereof except as otherwise herein specifically provided.

PART 18

TERMINATION

18.1 The Landlord or the Tenant may terminate this Lease at any time on one (1) 'clear' month prior written notice to the other.

PART 19

DEFAULT BY TENANT

19.1 If the Tenant fails to comply with any of the provisions of this Lease, the Landlord at its option, will be entitled to rectify such default and any costs, charges or expenses incurred by the Landlord in connection therewith will be immediately due and payable by the Tenant to the Landlord.

19.2 The Landlord may terminate this Lease if the Tenant fails to pay Rent or defaults in performing and observing any of the other terms, covenants or conditions of this Lease and fails to pay such Rent or to cure such default within three (3) days after written notice of it is given by the Landlord.

19.3 The Tenant will pay interest at a rate of 18% per annum on any late payments made hereunder calculated from the day that such payment was due until paid.

19.4 All legal fees, disbursements and taxes incurred by the Landlord in enforcing the terms of this Lease will be borne by the Tenant and payable on demand.

PART 20

GENERAL

20.1 This Agreement will be governed by and construed in accordance with the laws of the Province in which the Building is situated.

20.2 Time will be of the essence.

20.3 This Agreement constitutes the entire agreement between the parties hereto in respect of the use by the Tenant of the Leased Premises and will be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

20.4 In this Agreement words importing the singular only will also include the plural and vice versa and words importing the masculine gender will also include the feminine gender and neuter pronouns will include, mean and refer to, where the context so requires, persons or things of masculine gender and words importing persons will include individuals, firms and corporations.

20.5 Every notice, request, demand or direction (each, for the purposes of this paragraph, a "Notice") to be given pursuant to this Lease by any party to another will be in writing and will be delivered or sent by registered or certified mail postage prepaid addressed at their respective addresses set forth on page 1 hereof or to such other address as is specified by the particular party by Notice to the other and:

(a) any Notice delivered or sent in accordance herewith will be deemed to have been given and received:

(i) if delivered, on the day of delivery: or

(ii) if mailed on the earlier of the day of receipt and the fourth business day after the day of mailing;

(b) if a Notice is sent by mail and mail service is interrupted between the point of mailing and the destination by strike or slowdown within 2 days before or after the time of mailing, the Notice will not be deemed to be received until actually received, and the party sending the notice will use any other service which has not been so interrupted or will deliver the Notice in order to ensure prompt receipt.

20.6 This Agreement shall not be personally binding upon and resort shall not be had nor shall recourse or satisfaction be sought from the private property of any of the unitholders of Investors Real Property Fund (the "Fund"), the trustee(s) of the Fund, the manager of the Fund or the officer, directors, employees or agents of the trustee(s) or manager of the Fund, it being intended and agreed that only the property of the Fund shall be bound by this Agreement.

IN WITNESS WHEREOF the parties hereto have executed the agreement as of the day and year first above written.

INVESTORS GROUP TRUST CO. LTD. as trustee for
INVESTORS REAL PROPERTY FUND by its authorized signatory(ies):

Per: "Graham Zakaluk"
Authorized Signatory

Per: "Scott C. Elson"
Authorized Signatory

AUTONOMOUS SOLUTIONS INC.

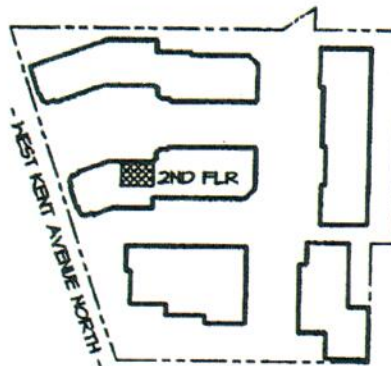
Per: "Suresh Singh"
Authorized Signatory

SCHEDULE "A"

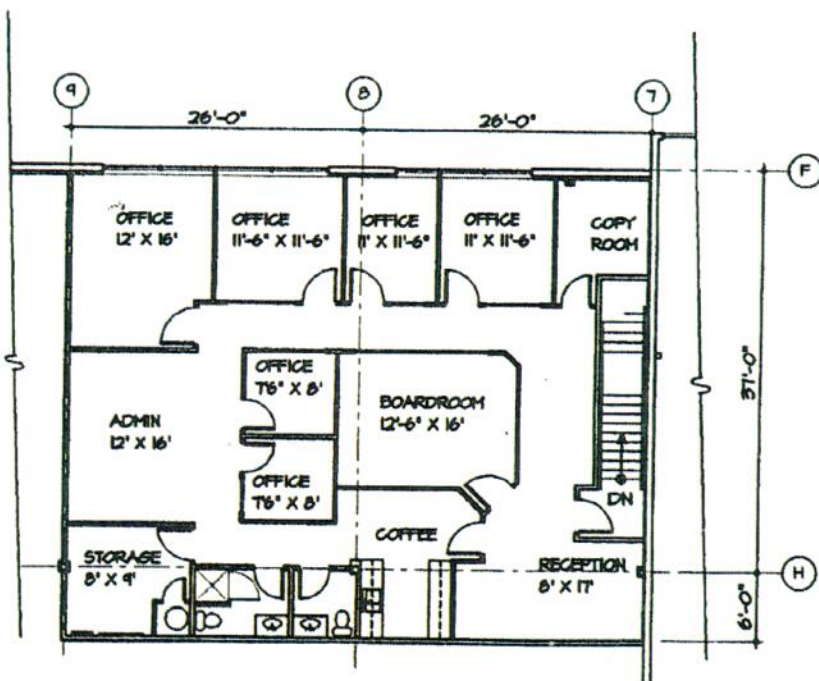


**TOTAL 2ND FLOOR AREA:
2,297 SQ. FT.**

NOTE: SPRINKLERED BUILDING



- ASH STREET -
KENT CORPORATE CENTRE
- KEY PLAN



SECOND FLOOR PLAN
SCALE: 1/16" = 1'-0"