

## AMENDMENT TO DEED OF GIFT

THIS AGREEMENT is made and effective as at the 6<sup>th</sup> day of November, 2007.

**BETWEEN: THE CANADIAN J24 CLASS ASSOCIATION, WESTERN DISTRICT,**  
presently of 2326 Quayside Drive,  
Vancouver, British Columbia V5P 4W1

(hereinafter called the "J24 Fleet")

**AND: THE MARTIN 242 FLEET ONE ASSOCIATION,**  
presently of 4810 Strathcona Road,  
North Vancouver, British Columbia V7G 1G3

(hereinafter called the "M242 Fleet")

**AND: THE ROYAL VANCOUVER YACHT CLUB,**  
presently of 3811 Point Grey Road,  
Vancouver, British Columbia V6R 1BR

(hereinafter called the "Club")

### WHEREAS:

- A. The J24 Fleet and the M242 Fleet donated one Universal Hanging Scale, Model CS-3T, Serial No. NQD20040 (the "Scale") to the Club, pursuant to a Deed of Gift dated November 6, 1997 (the "Deed"), a copy of which is attached as Schedule "A" hereto;
- B. At the time that the Deed was executed by the parties hereto, it was anticipated that the Scale would have a useful working life of approximately ten (10) years and therefore, pursuant to the Deed, the Club is to become the sole legal and beneficial owner of the Scale on November 6, 2007.
- C. In light of the durability of the Scale and the consequent value of the original gift of the Scale by the J24 Fleet and the M242 Fleet, the Club has agreed to extend the effective term of the Deed of Gift until such time as the Scale is no longer functional and cannot be reasonably repaired or until November 6, 2032, whichever first occurs.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the premises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. Paragraph 4 of the Deed is hereby revoked and the following paragraph is substituted in its place:

“4. Notwithstanding anything hereinbefore contained, the Club shall become the sole legal and beneficial owner of the Scale from and after the earlier of: that date upon which the scale is no longer functional and cannot be reasonably repaired; and, November 6, 2032.”

2. The parties hereto confirm that all other terms of the Deed shall remain unchanged.

IN WITNESS WHEREOF the parties hereto have duly executed these premises as at the date and year first above written.

**THE CANADIAN J24 CLASS ASSOCIATION, WESTERN DISTRICT**

Per:   
District Governor

**THE MARTIN 242 FLEET ONE ASSOCIATION**

Per:   
Fleet Captain

**THE ROYAL VANCOUVER YACHT CLUB**

Per:   
Rear-Commodore Jericho

**Attachment 1: Scale Deed of Gift**

DEED OF GIFT

THIS AGREEMENT made the 6th day of November, 1997

**BETWEEN: THE CANADIAN J24 CLASS ASSOCIATION, WESTERN DISTRICT,**  
presently of 2326 Quayside Drive,  
Vancouver, British Columbia V5P 4W1

(hereinafter called the "J24 Fleet")

**AND: THE MARTIN 242 FLEET ONE ASSOCIATION,**  
presently of 2236 Spruce Street,  
Vancouver, British Columbia V6H 2P3

(hereinafter called the "M242 Fleet")

**AND: THE ROYAL VANCOUVER YACHT CLUB,**  
presently of 3811 Point Grey Road,  
Vancouver, British Columbia V6R 1BR

(hereinafter called the "Club")

**WHEREAS:**

A. The J24 Fleet and the M242 Fleet wish to donate a Universal Hanging Scale, Model CS-3T (hereinafter called the "Scale") to the Club for the use and benefit of the Club upon the terms and conditions set out herein;

B. The Club has agreed to accept the Scale on the terms and conditions set out herein;

NOW THEREFORE THIS DEED OF GIFT WITNESSES that for and in consideration of the premises and covenants herein contained the parties hereto agree as follows:

1. The J24 Fleet and the M242 Fleet do hereby give to the Club one Universal Hanging Scale, Model CS-3T, Serial No. NQD20040 (the "Scale") for the use and benefit of the Club and its members and for the use and benefit of members of the J24 Fleet and the M242 Fleet upon certain occasions;

2. The Club hereby accepts the Scale and agrees that the Scale will be made available for the use of members of the J24 Fleet and of the M242 Fleet, without charge, as follows:

(a) immediately before and during any Club sponsored regatta in which members of the J24 Fleet or the M242 Fleet may be participating; and

(b) on such days as are designated as "Weigh Days" as the Rear-Commodore (Jericho) of the Club shall reasonably determine, such Weigh Days to be not less than two (2) per year for each of the J24 Fleet and the M242 Fleet;

PROVIDED HOWEVER that the use of the Scale by members of the J24 Fleet and of the M242 Fleet shall be subject to such rules and regulations as the Rear-Commodore Jericho of the Club shall reasonably determine having regard both to the security of the Scale and to its safe use.

3. The J24 Fleet and the M242 Fleet acknowledge that if the Scale is used in conjunction with the Jericho Dock Jib Cranes the usual Procedures and Charges (as determined by the Rear Commodore Jericho from time to time) for the use of the Jib Cranes shall apply.

4. Notwithstanding anything hereinbefore contained, the Club shall be the sole legal and beneficial owner of the Scale and from and after the tenth (10th) anniversary of the date of this Agreement shall have no further obligation to the J24 Fleet or the M242 Fleet in respect of the Scale.

IN WITNESS WHEREOF the parties hereto have duly executed these premises as at the date and year first above written.

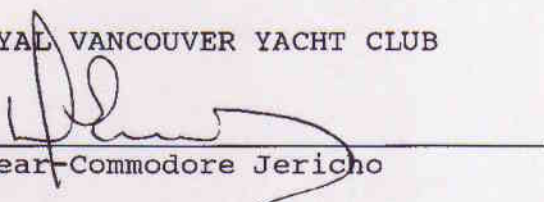
THE CANADIAN J24 CLASS ASSOCIATION  
PACIFIC DISTRICT

Per:   
District Governor

THE MARTIN 242 FLEET ONE ASSOCIATION

Per:   
Fleet Captain

THE ROYAL VANCOUVER YACHT CLUB

Per:   
Rear-Commodore Jericho



PHONE: 438-8231  
FAX: 433-6280

# LIBRA SCALE (1989) Co. LTD.

6984 PALM AVENUE, BURNABY, B.C. V5J 4M3



NOV. 4/97

IN ACCOUNT WITH

ROYAL VANCOUVER YATCH CLUB  
3811 Point Grey Rd.  
Vancouver, BC

ORDER NO.

*Jim BYRNS*

2545

TERMS NET 15 DAYS  
Overdue accounts subject to 2%  
interest charge per month.

GST R122204753

PROV. TAX NO.

1 only UNIVERSAL HANGING SCALE, MODEL CS-3T  
s/n: NQD 20040 (1900.00 less ~~1000.00~~  
135.00)

~~XXXXXXXX~~  
\$1765.00

*Paid  
Cheque*  
# [ ] 079 @1006.05

*Paid  
Cheque*  
# [ ] 0029 @1006.05  
11/05/97

SUB TOTAL

\$1765.00

GST

~~XXXXXXXX~~

PROV. TAX

\$ 123.5

\$ 123.5

TOTAL

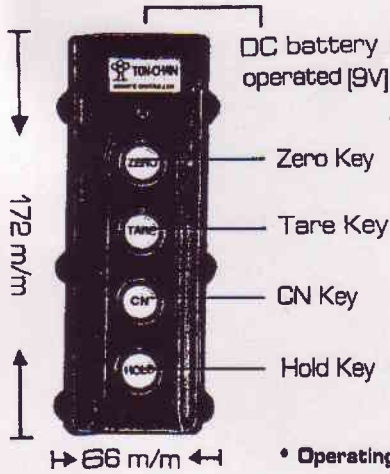
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\$2012.10

**OPTIONAL WIRELESS  
REMOTE CONTROLLER**

**CS-SERIES**

**CRANE  
SCALE**



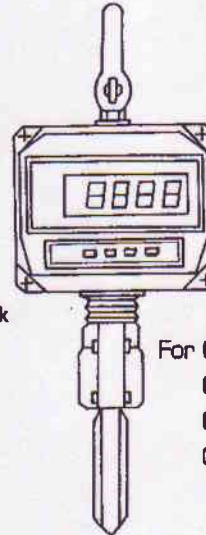
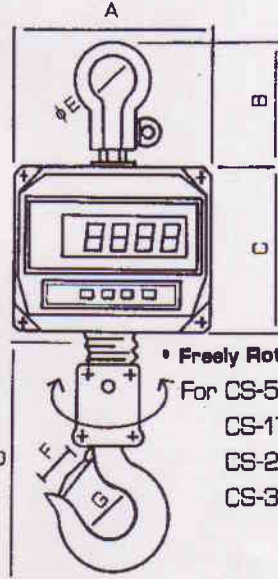
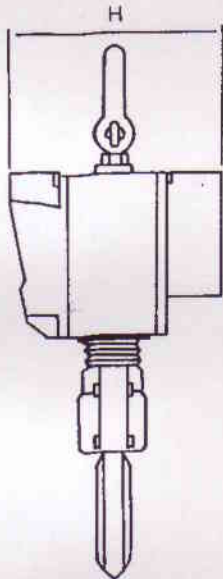
• Operating Distance: 15M

**MAIN FEATURES**

- Full tare
- Automatic zero tracking
- Hold function
- kg/ lb conversion
- Rechargeable battery-sealed lead-acid
- LED display-Easy to read
- Battery: 6V/10Ah
- Battery Life: 80 HR
- Rugged construction

**SIDE VIEW**

**FRONT VIEWS**



• Freely Rotating Hook  
For CS-500  
CS-1T  
CS-2T  
CS-3T

For CS-5T  
CS-7.5T  
CS-10T  
CS-15T

*RENTAL OF UNIT  
July 25<sup>th</sup> - August 1<sup>st</sup>  
1995 (\$110.00) TO  
BE DEDUCTED FROM  
PURCH. PRICE.  
→ 1900.  
110  
\$1790.*

**SPECIFICATIONS/DIMENSIONS (mm)**

Model No.	Capacity	Division	Digit High	A	B	C	D	φE	F	G	H	Hook Material	Hook	WT
CS-500	500kg/1,000lb	0.2kg/0.5lb	1"	210	160	180	235	65	38	43	228	S45-C	2T	15kg
CS-1T	1000kg/2,000lb	0.5kg/1lb	1"	210	160	180	235	65	38	43	228	S45-C	2T	15kg
CS-2T	2,000kg/5,000lb	1kg/2lb	1"	210	160	180	245	65	38	43	228	S45-C	2T	16kg
CS-3T	3,000kg/7,000lb	1kg/2lb	1"	210	160	180	269	65	50	58	228	S45-C	3T	18kg
CS-5T	5,000kg/11,000lb	2kg/5lb	1"	210	300	200	360	95	55	70	280	S45-C	8.5T	36kg
CS-7.5T	7,500kg/16,000lb	5kg/10lb	1"	210	300	200	380	95	55	70	280	S45-C	8.5T	38kg
CS-10T	10,000kg/20,000lb	5kg/10lb	1½"	305	385	280	485	120	80	80	380	S45-C	15T	92kg
CS-15T	15,000kg/30,000lb	5kg/10lb	1½"	305	385	280	485	120	80	80	380	SCM 4	15T	92kg

**UWE**

**OHAUS**

**LIBRA  
SCALE  
438-8231**