

# VODA

## DISCLOSURE STATEMENT

June 25, 2015

Disclosure Statement with respect to an offering by Concert Real Estate Corporation (the “**Developer**”) for the sale of certain proposed strata lots in a development (the “**Development**”) known as “**Voda**” and located on lands located at 1661 Quebec Street, Vancouver, British Columbia (the “**Lands**”).

### DEVELOPER:

Name: CONCERT REAL ESTATE CORPORATION  
Business Address and Address for Service: 9<sup>th</sup> Floor, 1190 Hornby Street  
Vancouver, BC V6Z 2K5

### AGENTS:

Name: CONCERT REALTY SERVICES LTD.  
Business Address: 9<sup>th</sup> Floor, 1190 Hornby Street  
Vancouver, BC V6Z 2K5

The Developer may also market some of the strata lots itself. The Developer reserves the right to change its agent or appoint additional agents from time to time. Any employees of the Developer who market the strata lots on behalf of the Developer are not licensed under the *Real Estate Services Act* (British Columbia) and are not acting on behalf of purchasers.

### PRE-SALE UNITS

This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the Purchase Agreement. That information has been drawn to the attention of \_\_\_\_\_ [insert name of purchaser] who has confirmed that fact by initialling the space provided here \_\_\_\_\_.

Initials	

### DISCLAIMER

**THIS DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE, BUT NEITHER THE SUPERINTENDENT, NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA, HAS DETERMINED THE MERITS OF ANY STATEMENT CONTAINED IN THE DISCLOSURE STATEMENT, OR WHETHER THE DISCLOSURE STATEMENT CONTAINS A MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE REAL ESTATE DEVELOPMENT MARKETING ACT. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.**



## RIGHT OF RESCISSION

**UNDER SECTION 21 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*, THE PURCHASER OR LESSEE OF A DEVELOPMENT UNIT MAY RESCIND (CANCEL) THE CONTRACT OF PURCHASE AND SALE OR CONTRACT TO LEASE BY SERVING WRITTEN NOTICE ON THE DEVELOPER OR THE DEVELOPER'S BROKERAGE, WITHIN SEVEN (7) DAYS AFTER THE LATER OF THE DATE THE CONTRACT WAS ENTERED INTO OR THE DATE THE PURCHASER OR LESSEE RECEIVED A COPY OF THIS DISCLOSURE STATEMENT.**

**A PURCHASER MAY SERVE A NOTICE OF RESCISSION BY DELIVERING A SIGNED COPY OF THE NOTICE IN PERSON OR BY REGISTERED MAIL TO:**

- (A) THE DEVELOPER AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER,**
- (B) THE DEVELOPER AT THE ADDRESS SHOWN IN THE PURCHASER'S PURCHASE AGREEMENT,**
- (C) THE DEVELOPER'S BROKERAGE, IF ANY, AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER, OR**
- (D) THE DEVELOPER'S BROKERAGE, IF ANY, AT THE ADDRESS SHOWN IN THE PURCHASER'S PURCHASE AGREEMENT.**

**THE DEVELOPER MUST PROMPTLY PLACE PURCHASERS' DEPOSITS WITH A BROKERAGE, LAWYER OR NOTARY PUBLIC WHO MUST PLACE THE DEPOSITS IN A TRUST ACCOUNT IN A SAVINGS INSTITUTION IN BRITISH COLUMBIA. IF A PURCHASER RESCINDS THEIR PURCHASE AGREEMENT IN ACCORDANCE WITH THE *REAL ESTATE DEVELOPMENT MARKETING ACT* AND REGULATIONS, THE DEVELOPER OR THE DEVELOPER'S TRUSTEE MUST PROMPTLY RETURN THE DEPOSIT TO THE PURCHASER.**



**REAL ESTATE DEVELOPMENT MARKETING ACT**  
**(BRITISH COLUMBIA) REQUIREMENTS**

**POLICY STATEMENT 5 ISSUED BY THE SUPERINTENDENT OF REAL ESTATE PURSUANT TO THE *REAL ESTATE DEVELOPMENT MARKETING ACT* (BRITISH COLUMBIA) REQUIRE THAT IN ORDER FOR A DEVELOPER TO MARKET A DEVELOPMENT UNIT BEFORE OBTAINING A BUILDING PERMIT:**

- 1. THE ESTIMATED DATE, AS DISCLOSED IN THE DISCLOSURE STATEMENT, FOR THE ISSUANCE OF A BUILDING PERMIT IS 9 MONTHS OR LESS FROM THE DATE THE DEVELOPER FILED THE DISCLOSURE STATEMENT WITH THE SUPERINTENDENT;**
  
- 2. THE DEVELOPER MARKETS THE PROPOSED DEVELOPMENT UNITS UNDER THE DISCLOSURE STATEMENT FOR A PERIOD OF NO MORE THAN 9 MONTHS FROM THE DATE THE DISCLOSURE STATEMENT WAS FILED WITH THE SUPERINTENDENT, UNLESS AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF THE ISSUED BUILDING PERMIT IS FILED WITH THE SUPERINTENDENT DURING THAT PERIOD. THE DEVELOPER MUST ALSO EITHER:**
  - (a) PRIOR TO THE EXPIRY OF THE 9 MONTH PERIOD, FILE WITH THE SUPERINTENDENT AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF THE ISSUED BUILDING PERMIT; OR**
  
  - (b) UPON THE EXPIRY OF THE 9 MONTH PERIOD, IMMEDIATELY CEASE MARKETING THE DEVELOPMENT AND CONFIRM IN A WRITTEN UNDERTAKING TO THE SUPERINTENDENT THAT ALL MARKETING OF THE DEVELOPMENT HAS CEASED AND WILL NOT RESUME UNTIL AFTER THE NECESSARY AMENDMENT HAS BEEN FILED, FAILING WHICH A CEASE MARKETING OR OTHER ORDER MAY BE ISSUED BY THE SUPERINTENDENT TO THE DEVELOPER WITHOUT FURTHER NOTICE.**

**ADDITIONALLY, THE DEVELOPER MUST PROVIDE WRITTEN NOTICE WITHOUT DELAY TO THE SUPERINTENDENT, IF, DURING THE 9 MONTH PERIOD, ALL UNITS IN THE DEVELOPMENT PROPERTY BEING MARKETED UNDER THIS POLICY STATEMENT ARE SOLD OR THE DEVELOPER HAS DECIDED NOT TO PROCEED WITH THE DEVELOPMENT.**

- 3. ANY PURCHASE AGREEMENT USED BY THE DEVELOPER WITH RESPECT TO ANY DEVELOPMENT UNIT OFFERED FOR SALE OR LEASE BEFORE THE PURCHASER'S RECEIPT OF AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF THE ISSUED BUILDING PERMIT MUST CONTAIN THE FOLLOWING**



**PROVISIONS:**

- (A) THE PURCHASER MAY CANCEL THE PURCHASE AGREEMENT FOR A PERIOD OF SEVEN DAYS AFTER RECEIPT OF AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF THE ISSUED BUILDING PERMIT IF THE LAYOUT OR SIZE OF THE APPLICABLE DEVELOPMENT UNIT, THE CONSTRUCTION OF A MAJOR COMMON FACILITY, INCLUDING A RECREATION CENTRE OR CLUBHOUSE, OR THE GENERAL LAYOUT OF THE DEVELOPMENT, IS MATERIALLY CHANGED BY THE ISSUANCE OF THE BUILDING PERMIT;**
- (B) IF AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF AN ISSUED BUILDING PERMIT IS NOT RECEIVED BY THE PURCHASER WITHIN 12 MONTHS AFTER THE INITIAL DISCLOSURE STATEMENT WAS FILED, THE PURCHASER MAY AT HIS OR HER OPTION CANCEL THE PURCHASE AGREEMENT AT ANY TIME AFTER THE END OF THAT 12 MONTH PERIOD UNTIL THE REQUIRED AMENDMENT IS RECEIVED BY THE PURCHASER, AT WHICH TIME THE PURCHASER MAY CANCEL THE PURCHASE AGREEMENT FOR A PERIOD OF SEVEN DAYS AFTER RECEIPT OF THAT AMENDMENT ONLY IF THE LAYOUT OR SIZE OF THE APPLICABLE DEVELOPMENT UNIT, THE CONSTRUCTION OF A MAJOR COMMON FACILITY, INCLUDING A RECREATION CENTRE OR CLUBHOUSE, OR THE GENERAL LAYOUT OF THE DEVELOPMENT, IS MATERIALLY CHANGED BY THE ISSUANCE OF THE BUILDING PERMIT;**
- (C) THE AMOUNT OF THE DEPOSIT TO BE PAID BY A PURCHASER WHO HAS NOT YET RECEIVED AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF AN ISSUED BUILDING PERMIT IS NO MORE THAN 10% OF THE PURCHASE PRICE; AND**
- (D) ALL DEPOSITS PAID BY A PURCHASER, INCLUDING INTEREST EARNED IF APPLICABLE, WILL BE RETURNED PROMPTLY TO THE PURCHASER UPON NOTICE OF CANCELLATION FROM THE PURCHASER.**

**PLEASE SEE SECTION 6.1 BELOW IN RESPECT OF THE ABOVE REQUIREMENTS.**



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## 1. THE DEVELOPER

### 1.1 Particulars of Formation

The Developer is a corporation continued under the laws of British Columbia on April 22, 1992 under incorporation number C424436.

### 1.2 Purpose of Formation

The Developer is a real estate development company and is involved in various real estate activities, including, without limitation, the development of residential strata lots. The Developer owns assets other than the lands upon which the Development is being constructed.

### 1.3 Registered and Records Office

The registered and records office of the Developer is 9<sup>th</sup> Floor, 1190 Hornby Street, Vancouver, BC V6Z 2K5.

### 1.4 Directors

The directors of the Developer are:

Garnet Andrews	Leif Hansen	David R. Podmore
Walter Canta	Ivan Limpright	Lee Riggs
Robert Matters	Kent Elliott	Brian McCauley
Carol Nagy	Bryan Wall	John Pesa
Chris Wasilenchuk	Stephen Lewis	Vincent Lukacs

### 1.5 Background of Developer

#### (a) Experience.

The Developer has been involved in the development industry since 1992. The Developer's directors and officers have been involved in the development industry for over 150 years in the aggregate and have completed numerous commercial and residential projects, including more than 35 residential condominium developments in the past 19 years.

#### (b) No Penalties or Sanctions Imposed.

To the best of the Developer's knowledge, the Developer, the principal holder of the Developer, and the directors and officers of the Developer or principal holder, within the ten years before the date of the Developer's declaration attached to this Disclosure Statement, have not been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.



(c) No Bankruptcy.

To the best of the Developer's knowledge, the Developer, the principal holder of the Developer, and the directors and officers of the Developer or principal holder, within the last five years before the date of the Developer's declaration attached to this Disclosure Statement, have not been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency and have not been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

(d) No Penalties or Sanctions Imposed or Bankruptcy of other Developers.

To the best of the Developer's knowledge, all directors, officers and principal holders of the Developer, and any director or officer of the principal holder, within the five years prior to the date of the Developer's declaration attached to this Disclosure Statement, have not been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:

- (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or
- (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Conflicts of Interest

There are no existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the development units in connection with the Development which could reasonably be expected to affect the purchaser's purchase decision, except for the following:

- (a) The Parking Stalls and the Storage Lockers (each as defined in subsections 3(a) and 3.4(c), respectively) in the Development have been leased by the Developer to the Parking/Storage Tenant (as defined in section 3.6), which is an entity related to the Developer.



## 2. GENERAL DESCRIPTION

### 2.1 General Description of the Development

#### (a) *The Creek*

The Development is part of the community to be known as “The Creek” (“**The Creek**”), located northwest of Quebec Street and East 1<sup>st</sup> Avenue, Vancouver, British Columbia. When completed, The Creek is expected to include 3 market residential developments (one of which comprises two buildings) (collectively, the “**Creek Developments**”, and each a “**Creek Development**”) ranging from 12-18 storeys, along with one 15-storey non-market affordable rental building (the “**City Building**”) with two in-home child care facilities, currently intended to be owned and operated by the City of Vancouver (the “**City**”) and a City-owned park (the “**East Park**”), generally as shown on the site plan attached hereto as Exhibit J (this site plan is for general informational purposes only with respect to the overall intended layout of The Creek and amendments to specific lot lines, building siting or other matters may be made from time to time). The nature of the developments which will comprise The Creek and the mix of uses therein are subject to change and there is no guarantee when or if any or all of such proposed developments will be constructed. In particular, the Developer has no control over the design and timing for the City’s completion of the East Park, nor the operation of the City Building. The East Park and City Building are anticipated to be wholly owned and controlled by the City.

Each of the Creek Developments, including the Development, and the City Building and the East Park will be located on separate legal parcels of land. The Lands currently comprise a portion of those parcels of land (the “**Parent Parcels**”) legally described in section 4.1 below. The Lands will be created as a separate parcel of land by a subdivision of the Parent Parcels as more particularly described in section 4.1. The Creek Developments and the City Building are planned to be constructed in three stages. The Development and the City Building are planned to be constructed during the first stage of development at The Creek. The remaining two Creek Developments are planned to be constructed in two subsequent stages.

The Creek neighbourhood will incorporate outdoor amenity spaces available for use by residents at The Creek and the public, such as laneways, walkways and plazas. It is anticipated that a part of a laneway and related facilities to be known as Pullman Porter Street (“**Pullman Porter Street**”) and Switchmen Street will be constructed adjacent to a portion of the Lands, generally as shown on Exhibit J, concurrently with construction of the Development. Pullman Porter Street and Switchmen Street will be for use by the public for vehicular, bicycle and pedestrian access. An additional walkway and plaza area, tentatively named Railspur Mews and Railspur Plaza (together, “**Railspur Mews**”) will be constructed partly on a portion of the Lands concurrently with construction of the Development and will be available for use by the public for pedestrian and bicycle access. Motor vehicle traffic will not be permitted on Railspur Mews. As part of the The Creek neighbourhood, there will also be a walkway running



east/west and providing direct access between Pullman Porter Street and the East Park, which will be available for use by the public for pedestrian and bicycle access. This walkway is not located on the Lands, and the specific timing for its construction is not currently known.

Reciprocal easements for providing support, access to and use of amenity spaces such as laneways, walkways and plazas located within The Creek will be granted, as more particularly described in sections 4.3 and 4.4 of this Disclosure Statement, and a Cost Sharing Agreement (defined in subsection and 7.4(h) and attached hereto as Exhibit N) will facilitate the sharing of planning, maintenance and costs of operating and maintaining these common amenity spaces forming part of The Creek.

(b) *General Description of the Development*

As noted above, the Lands currently comprise a portion of the Parent Parcels and will be created as a separate parcel of land by a subdivision of the Parent Parcels as more particularly described in section 4.1. The strata lots offered for sale by the Developer pursuant to this Disclosure Statement will be constructed on the Lands. The Development will be a 15 storey concrete tower, with a 7-storey concrete podium facing Quebec Street and 2-storey concrete townhouses facing Switchmen Street and the courtyard area, all with common elements and parking below. The numbering of floors within the Development will not include a 13<sup>th</sup> floor.

The Development is expected to consist of approximately 174 residential strata lots (the “**Strata Lots**”), which are expected to be owned individually.

The Development will have a civic address of 1661 Quebec Street, Vancouver, British Columbia. The civic address for the Development is subject to approval by the City and the Developer reserves the right to change the civic address from time to time. In addition, the Developer reserves the right to change numbering of the Strata Lots and/or the number assigned to each or any floor in the Development. As a consequence of any such changes, the suite and strata lot numbers assigned to any of the Strata Lots may be adjusted. The Developer also reserves the right to change the name of the Development.

It is expected that the Strata Lots will be configured as follows:

<b>Type of Strata Lots</b>	<b>Number of Strata Lots</b>
1 bedroom	95
1 bedroom & den	2
2 bedroom	57
2 bedroom & den	13
Townhouse	7
<b>Total</b>	<b>174</b>

(c) *Preliminary Plan*

The preliminary strata plan (the “**Preliminary Plan**”) for the Development showing the proposed layout and the proposed dimensions and location of the Strata Lots in the Development is attached as Exhibit A to this Disclosure Statement. The actual layout, dimensions and location of the Strata Lots as constructed may vary somewhat from what is depicted on the Preliminary Plan, which is based on architectural drawings and the area of the Strata Lots on the final surveyed Strata Plan may also vary somewhat from the Preliminary Plan due to normal construction variations and different measurement methods.

The Developer reserves the right to make minor changes to the Preliminary Plan prior to the deposit of the final surveyed strata plan (the “**Strata Plan**”) for the Development in the Lower Mainland Land Title Office (the “**Land Title Office**”). In addition, the Developer reserves the right to alter the division among the types of Strata Lots, divide or consolidate any of the Strata Lots such that the number of Strata Lots may increase or decrease and consolidate any Common Property with any Strata Lot. As a consequence of any such changes, the suite and strata lot numbers assigned to any of the Strata Lots and the Unit Entitlement (as defined in section 3.1) figures in respect of any of the Strata Lots may be adjusted.

2.2 Permitted Use

The zoning applicable to the Lands is CD-1(612) Comprehensive Development District (see the City of Vancouver’s Zoning and Development Bylaw No. 3575 (the “**Zoning Bylaw**”), as amended by Bylaw No. 11279), which zoning permits the construction of the Development. The permissible uses of the Strata Lots intended by the Developer are residential purposes and other purposes ancillary to residential purposes. Notwithstanding the foregoing, the zoning applicable to the Lands and the Development may permit other uses of the Lands and the Strata Lots beyond those intended by the Developer and described above. The specific uses permitted under the CD-1 zone are identified in Bylaw No. 11279.

For more information relating to the zoning requirements applicable to the Lands, the Development and the Strata Lots and all permissible uses applicable to the Strata Lots, purchasers are advised as follows:

- (a) a full copy of the Zoning Bylaw is available to view on the City’s website at <http://vancouver.ca/your-government/zoning-development-bylaw.aspx>, and is subject to change by the City. (Purchasers should be aware that the City’s website is updated from time to time and may, at any time, not be up to date);
- (b) purchasers may contact the City’s Planning and Development Services department. The City website advises that it is recommended that the initial point of contact be made by telephoning 3-1-1 or 604-873-7000 from outside the City, where services representatives will direct a purchaser to the City’s Planning and Development Services department. In addition, purchasers may make inquiries directed to Enquiry Services – Development Services as follows:



Phone: 604-873-7611  
Fax: 604-871-6100  
E-mail: [csg.enquiry.centre@vancouver.ca](mailto:csg.enquiry.centre@vancouver.ca)

The above contact information is current as of the date of this Disclosure Statement. If a purchaser calls the above number or uses the above email address and they are no longer accurate, the purchaser should contact the City and ask to speak with someone in the Planning and Development Services department.

### 2.3 Phasing

Not applicable.

## 3. STRATA INFORMATION

### 3.1 Unit Entitlement

The unit entitlement (“**Unit Entitlement**”) of each Strata Lot is a figure indicating its share in the Common Property and assets of the Development and is used to determine each Strata Lot owner’s contribution to common expenses. The Unit Entitlement for the Strata Lots is based on the habitable area of the Strata Lot in square metres, rounded to the nearest whole number, excluding any non-living area such as a balcony or terrace, or parking stall. A schedule of the proposed Unit Entitlement for the Strata Lots is attached as Exhibit B to this Disclosure Statement. Concurrently with deposit of the Strata Plan, the Developer will file a final Form V under the *Strata Property Act* in the Land Title Office. The calculation of Unit Entitlement set out in Exhibit B is based on architectural drawings and will vary somewhat when calculated on the basis of the final surveyed Strata Plan.

### 3.2 Voting Rights

There will be one Strata Corporation (as defined in subsection 3.3(a)) in respect of the Strata Lots which will be created upon the deposit of the Strata Plan in the Land Title Office. Each Strata Lot within the Development will have one vote in the Strata Corporation.

### 3.3 Common Property and Facilities

#### (a) *Common Property*

Each owner of a Strata Lot will also own an undivided share of the common property (the “**Common Property**”) of the Development and the common facilities and other assets of the strata corporation (the “**Strata Corporation**”), which the owners of the Strata Lots will own as tenants in common in proportion to the Unit Entitlement of their respective Strata Lots: see section 3.1, above. The Common Property will include a lobby, manager’s office and manager’s storage area, garbage and recycling room, a holding room and below grade mechanical and electrical rooms within the Development.



(b) *Common Facilities*

The Developer intends to include bicycle storage areas and a bicycle maintenance room (see subsection 3.4(b)). The Developer also intends to include a fitness room, an amenity lounge, an outdoor roof terrace and a courtyard (see subsection 3.4(d)), which will be designated as Common Property for the Strata Lots.

3.4 Common Property

(a) *Limited Common Property*

Limited Common Property (“**Limited Common Property**”) is an area within the Common Property that is designated for the exclusive use of one or more Strata Lot owners. The Strata Corporation may, by bylaw, make owners responsible for the repair and maintenance of Limited Common Property which they use. The initial bylaws of the Strata Corporation (the “**Bylaws**”), which will consist of the bylaws attached as Exhibit D to this Disclosure Statement, provide that owners are responsible for maintaining and repairing Limited Common Property which they use, other than the following items which are to be maintained and repaired by the Strata Corporation:

- repair and maintenance that in the ordinary course of events occurs less than once a year;
- the structure and exterior of a building;
- chimneys, balconies and other things attached to the exterior of a building;
- doors, windows or skylights on the exterior of a building or that front on the Common Property; and
- fences, railings and similar structures that enclose patios and balconies.

Common expenses of the Strata Corporation that relate to repairing and maintaining Limited Common Property will be allocated only to those Strata Lots entitled to use that Limited Common Property, and will be shared among such Strata Lots on the basis of their relative Unit Entitlement. Any special levy, however, which relates to Limited Common Property, will be paid for by the owners of all Strata Lots in the Development in proportion to the relative Unit Entitlement of the Strata Lots.

The Developer will designate the areas shown as balconies, patios, terraces on the Preliminary Plan as Limited Common Property for the adjacent Strata Lots on the Strata Plan. The Developer reserves the right to expand, reduce or otherwise alter such designations prior to the deposit of the Strata Plan. A designation of Limited Common Property on the Strata Plan may only be removed by unanimous resolution of the members of the Strata Corporation.

(b) *Bicycle Storage Areas*

The Development is intended to include secured bicycle storage areas, which will accommodate a total of up to approximately 245 bicycles, on the first and second levels of the Parking Facility (defined in section 3.6), substantially as shown on



Sheets 2 and 3 of the Preliminary Plan, for use by owners and occupants of the Strata Lots. The Bylaws provide that each owner of a Strata Lot is entitled to store one bicycle within the bicycle storage areas free of charge. The Strata Corporation will administer the use of the bicycle storage areas. The Development is intended to include bicycle racks on the ground level for use by visitors to the Development.

(c) *Storage*

Each of the Strata Lots will either include in-suite storage or will have a storage locker located within the Development assigned as Limited Common Property for the exclusive use of such Strata Lot. It is anticipated that the Strata Lots on the list below do not include in-suite storage. The second column sets out the corresponding location of the storage locker located within the Development that has been assigned as Limited Common Property for such Strata Lot:

<u>Strata Lot</u>	<u>Designated Locker and Location</u>
SL 7	LCP SL 7 on Level 3
SL 8	LCP SL 8 on Level 3
SL 25	LCP SL 25 on Level 3
SL 26	LCP SL 26 on Level 3
SL 38	LCP SL 38 on Level 3
SL 39	LCP SL 39 on Level 3
SL 56	LCP SL 56 on Level 4
SL 57	LCP SL 57 on Level 4
SL 74	LCP SL 74 on Level 5
SL 75	LCP SL 75 on Level 5
SL 87	LCP SL 87 on Level 6
SL 88	LCP SL 88 on Level 6
SL 89	LCP SL 89 on Level 6
SL 90	LCP SL 90 on Level 6
SL 100	LCP SL 100 on Level 7
SL 101	LCP SL 101 on Level 7
SL 102	LCP SL 102 on Level 7
SL 103	LCP SL 103 on Level 7
SL 114	LCP SL 114 on Level 5
SL 124	LCP SL 124 on Level 5
SL 134	LCP SL 134 on Level 6
SL 144	LCP SL 144 on Level 6
SL 154	LCP SL 154 on Level 7
SL 164	LCP SL 164 on Level 7

The Development has additional storage lockers (each, a “**Storage Locker**”) located on certain levels of the Development and within the Parking Facility (pursuant to the Parking Storage Facility Lease as described in section 3.6(b))



below). Such additional Storage Lockers have been leased to the Parking/Storage Tenant (as described in section 3.6(a) below) and will be designated as Common Property. The owners and occupants of the Strata Lots may contract with the Parking/Storage Tenant for the right to use a Storage Locker, subject to availability, applicable rules and regulations and payment of applicable fees.

(d) *Recreational Facilities*

The Developer intends to include a fitness room on the second level of the Development, which the Developer intends will include light gym equipment. The Developer also intends to include an amenity lounge with a kitchen, a washroom facility and an outdoor roof terrace on the eighth level of the Development that will include a garden storage shed, outdoor gardening plots and children's play area. The Developer intends to provide light furnishings in the amenity lounge and a barbecue and light outdoor furniture on the roof deck. The Developer intends to include a common courtyard on the ground level of the Development. All of these recreational facilities are to be administered and maintained at the cost of the Strata Corporation.

3.5 Bylaws

The initial Bylaws of the Strata Corporation are intended to be those attached as Exhibit D to this Disclosure Statement, which Bylaws will replace the Schedule of Standard Bylaws attached to the *Strata Property Act* (British Columbia). The Bylaws set out in Exhibit D will be filed for registration in the Land Title Office, in Form Y under the *Strata Property Act* (British Columbia), concurrently with the Strata Plan.

Prospective purchasers should carefully review the Bylaws, which govern certain of the affairs of owners of Strata Lots and the Strata Corporation and provide for the control, management, administration, use and enjoyment of the Strata Lots and the Common Property. Without limiting the significance of other provisions of the Bylaws, the Bylaws impose certain restrictions regarding pets, rentals and the use and resale of the Strata Lots and certain other matters, which are generally summarized as follows:

(a) *Use of Strata Lots*

Bylaw 1.3 provides that an owner, tenant, occupant or visitor must not use a Strata Lot, the Common Property or common assets in a way that causes a nuisance or hazard to another person, causes unreasonable noise, unreasonably interferes with the rights of other persons to use and enjoy the Common Property, common assets or another Strata Lot, is illegal, immoral or injurious to the reputation of the building, or is contrary to a purpose for which the Strata Lot or Common Property is intended as shown expressly or by necessary implication on or by the Strata Plan. Bylaw 1.3 contains various restrictions on the use of a Strata Lot by an owner, tenant or occupant thereof, and should be reviewed carefully by prospective purchasers of Strata Lots. Bylaws 9.3, 9.4 and 9.5 contain various restrictions on the use of a Strata Lot by an owner, tenant or occupant thereof, and should be reviewed carefully by prospective purchasers of



Strata Lots. Bylaw 8.1 contains various restrictions on smoking on and within the Development.

(b) *Pets*

Bylaw 1.3 sets out limitations and requirements with respect to the ownership of pets by an owner, tenant or occupant of a Strata Lot, and should be reviewed carefully by prospective purchasers of Strata Lots.

(c) *Rentals*

Bylaw 9.7(1) regulates the times and manners in which any person moves into or out of a Strata Lot and Bylaw 9.7(2) provides that an owner or tenant must notify the Strata Corporation in advance of the date and time that the owner or tenant will be moving into or out of the Strata Lot. Bylaw 9.7(3) restricts any Strata Lot from being used for short term rentals (for example, “AirBnB” type rentals) except any rentals for consecutive periods equal to or greater than one month.

(d) *Resale*

Bylaw 9.8 provides that an owner of a Strata Lot, when selling his or her Strata Lot, must not: (a) permit “For Sale” signs to be placed on or about the Common Property except on the signage board, if any, which is designated for such purpose; and (b) hold or permit to be held, any public open house except in the manner prescribed by the strata council. One open house for agents will be allowed per listing. Unless the strata council otherwise prescribes, all showings must be by appointment only.

(e) *Entry to a Strata Lot by the Strata Corporation*

The Bylaws will provide that the Strata Corporation may, without notice, enter any Strata Lot in an emergency to ensure safety or prevent significant loss or damage and, at a reasonable time and on 48 hours’ written notice, enter any Strata Lot to inspect, repair or maintain Common Property, common assets of the Strata Corporation and any portions of a Strata Lot that the Strata Corporation is required to repair, maintain or insure under the Bylaws or the *Strata Property Act* (British Columbia).

(f) *No fences in Courtyard*

Bylaw 9.13 provides that no fences, gates, or other improvements that may prevent or restrict access to or egress from the courtyard area, being the common area on the ground level located between the Building and Railspur Plaza,, may be erected by an owner or by the Strata Corporation at any time.

In addition, the amendments to the Schedule of Standard Bylaws, attached as Exhibit D to this Disclosure Statement, impose certain further restrictions regarding pets, rentals and the use of the Strata Lots as more particularly set out therein.



### 3.6 Parking and Storage

(a) *The Parking Facility and Parking Stalls*

The Development will include a two-level underground parking facility (the “**Parking Facility**”) having vehicular access from Pullman Porter Street substantially as shown on Sheets 2, 3, and 4 of the Preliminary Plan.

It is intended that the Development will include approximately 173 parking stalls (the “**Parking Stalls**”), including approximately 14 parking stalls (the “**Visitor Stalls**”) reserved for visitors of the owners and occupants of the Strata Lots. The Parking Stalls will be designated as Common Property on the Strata Plan and will be located approximately as shown on the Preliminary Plan. The Visitor Stalls will be located on the first level of the Parking Facility. Approximately 11 of the Parking Stalls are expected to be designated for use by disabled persons (the “**Handicap Stalls**”). It is intended that 78 Parking Stalls, including 7 of the Visitor Stalls, will be designated for the parking of small cars (the “**Small Car Stalls**”). The Developer reserves the right to alter the designation of Handicap Stalls and/or Visitor Stalls and/or Small Car Stalls in its sole discretion. As a consequence of any such changes, the number of Handicap Stalls and/or Visitor Stalls and/or Small Car Stalls may be adjusted.

Five parking stalls (the “**Share-Vehicle Stalls**”) located on level P1 of the Parking Facility will be reserved for the users of the Share-Vehicle Organization described in subsection 4.4(b)(v), below. The Share-Vehicle Stalls will be reserved for the exclusive use of the Authorized Users (see subsection 4.4(b)(vi)) for parking of Share-Vehicles.

The Developer will equip approximately 20% of the Parking Stalls with 20-amp outlets (the “**Electrical Plug-in Facilities**”) for the intended purpose of charging electric vehicles. None of the Visitor Stalls will be equipped with Electrical Plug-in Facilities. The leasehold interest of the Parking/Storage Tenant (defined in subsection 3.6(c)) in such Parking Stalls together with the contractual exclusive right to use such Electric Plug-in Facilities may be available for purchase by a purchaser of a Strata Lot from the Parking/Storage Tenant for an additional fee to be determined by the Parking/Storage Tenant in its sole discretion. The Strata Corporation, upon becoming the landlord of the Parking/Storage Facility Lease (defined in subsection 3.6(c), following assignment to and assumption by the Strata Corporation of the Parking/Storage Facility Lease, will be responsible for all charges for any electricity consumed through any such Electrical Plug-in Facilities, except that the Strata Corporation may establish a reasonable fee or charge each person entitled to the exclusive use of a Parking Stall on which an Electrical Plug-in Facility is installed for the actual or estimated charge for any electricity by its respective Electrical Plug-in Facility. Each of the Electrical Plug-In Facilities will be a common asset of the Strata Corporation, and repaired and maintained by the Strata Corporation, but will be subject to the exclusive use by the person entitled to the exclusive use of a Parking Stall on which an Electrical Plug-in Facility is installed and provided for in the Parking/Storage Facility Lease.



The driveway (the “**Driveway**”) that provides access to the Parking Facility will be located on the Lands. The Driveway will also provide access and egress for the owners and occupants of the strata lots in the adjacent Creek Development (the “**Adjacent Development**”), which is intended to include two residential buildings, who will be granted the right, in common with the owners and occupants of the Development to pass and repass over the Driveway and through those portions of the Parking Facility that are necessary in order to access the parking facility or facilities that will form part of the Adjacent Development. For greater clarity, the owners of strata lots within the three buildings comprising the Adjacent Development and the Development, will share the use of the Driveway and portions of the Parking Facility. To accommodate this arrangement, an access easement (the “**Parking Easement**”) concerning the use of the Parking Facility and the Driveway by the owners and occupants of the Adjacent Development will be entered into, as more particularly described in section 4.4(c)(ii). The Parking Easement will limit the portion of the Parking Facility to which the owners and occupants of the Adjacent Development will have access and require that the strata corporation for the Adjacent Development pay a share of the maintenance, repair, insurance, operating and security costs in respect of the Parking Facility and the Driveway, as set out in the Parking Easement.

There will also be a staircase (the “**Staircase**”) on the Lands within the Parking Facility providing access/egress between levels P1 and P2 and the grade level sidewalk/plaza. The exit staircase will be located entirely on the Lands, however the owners and occupants of the Adjacent Development shall also be permitted use of the staircase. An easement as described in section 4.4(c)(ii) will be granted over the portion of the Lands comprising the staircase to permit such access and use.

The configuration and size of the Parking Facility, and the size, number, location, types and layout of the Parking Stalls are subject to alteration by the Developer without compensation to the Strata Corporation and/or purchasers of the Strata Lots.

(b) *Storage Lockers*

There will be Storage Lockers (see section 3.4(c)) located on certain levels of the Development and within the Parking Facility, as described in section 3.4(c) above. These Storage Lockers have been leased to the Parking/Storage Tenant (as defined in section 3.6(c) below) and the owners and occupants of the Strata Lots may contract with the Parking/Storage Tenant for the right to use a Storage Locker, subject to availability, applicable rules and regulations and payment of applicable fees.

(c) *Parking/Storage Area Lease*

Prior to executing this Disclosure Statement, the Developer leased all of the Parking Stalls, together with the Storage Lockers, to 1040732 B.C. Ltd. (the “**Parking/Storage Tenant**”), pursuant to a lease (the “**Parking/Storage Facility Lease**”) dated June 24, 2015. A copy of the Parking/Storage Facility Lease is attached as Exhibit E to this Disclosure Statement. Upon the deposit for

registration of the Strata Plan, that portion of the Lands comprising the Parking Facility will be designated as Common Property. The Common Property comprising the leased portion of the Parking Facility will be subject to the Parking/Storage Facility Lease. The form of the Parking Stall/Storage Lease is subject to minor amendments at the discretion of the Developer and/or the Parking/Storage Tenant.

Although the Preliminary Plan attached as Exhibit A to this Disclosure Statement indicates that certain Storage Lockers will be located within the Parking Facility or other portions of the Common Property, the Developer reserves the right not to provide Storage Lockers within the Parking Facility or other portions of the Common Property. The Developer also reserves the right to modify the Parking/Storage Facility Lease to incorporate any Storage Lockers located within portions of the Common Property within the Development other than the Parking Facility.

**A purchaser of a Strata Lot will NOT have a right to use a Parking Stall or Storage Locker in the Parking Facility or elsewhere in the Development UNLESS the purchaser's purchase contract specifically states that a Parking Stall or Storage Locker will be allocated to the purchaser.**

Parking Stalls and Storage Lockers may be made available for purchase by purchasers of the Strata Lots at additional cost, as may be negotiated between the Parking/Storage Tenant and such purchasers. The Developer does not guarantee that a Parking Stall and/or a Storage Locker will be available for each purchaser of a Strata Lot.

At the Developer's sole option, the Parking/Storage Facility Lease may be registered against title to the Lands or the Common Property, or both (the "**Parking Lease Encumbrance**"). Although the Strata Plan will designate the Parking Stalls and Storage Lockers as Common Property, this designation will be subject to the Parking/Storage Facility Lease and, if applicable, the Parking Lease Encumbrance. Accordingly, the owners and occupants of the Strata Lots will not have any right to use the Parking Stalls or Storage Lockers except as set out herein.

The Developer may cause the Parking/Storage Tenant to assign the right to the sole use of any available Parking Stalls and/or Storage Lockers to the owners and occupants of the Strata Lots while any are available on the terms established from time to time by the Parking/Storage Tenant. Upon the transfer of a Strata Lot to a purchaser, the Developer will cause the Parking/Storage Tenant to assign to such purchaser the Parking/Storage Tenant's interest under the Parking/Storage Facility Lease in the particular Parking Stall, if any, and/or the particular Storage Locker, if any, allocated to such purchaser by the Developer.

The Developer reserves the right to designate Parking Stalls and/or Storage Lockers as Limited Common Property on the Strata Plan pursuant to section 258 of the *Strata Property Act* and, in such event, to cause the Parking/Storage Tenant to surrender that part of the Parking/Storage Facility Lease affected.



After the Strata Plan has been deposited in the Land Title Office, the Developer intends to assign its interest as landlord in the Parking/Storage Facility Lease to the Strata Corporation, and to cause the Strata Corporation to assume the Developer's obligations, as landlord, under the Parking/Storage Facility Lease. Notwithstanding such assignment and assumption, the Parking/Storage Tenant will be entitled to receive and retain, as its absolute property, all amounts payable by any persons as consideration for the right to use any Parking Stalls or Storage Lockers.

### 3.7 Furnishings and Equipment

The following equipment and appliances will be included in the purchase price of each Strata Lot:

- fan coil or heat pump;
- roller blinds (on exterior windows);
- electric cooktop;
- slide out hoodfan;
- electric wall oven;
- refrigerator;
- dishwasher;
- microwave; and
- stacking washer and dryer.

Any manufacturer's warranty on the above equipment and appliances will be passed on to the respective purchaser of that Strata Lot if and to the extent permitted by such warranty. The Developer provides no warranty with respect to the items set above.

Any sales and goods and services taxes payable in respect of such equipment will be for the account of each purchaser of a Strata Lot.

There are no other furnishings or equipment included in the purchase price of each Strata Lot.

### 3.8 Budget

#### (a) *Strata Lot Expenses*

- (i) Each Strata Lot owner will be responsible for real property taxes for his or her Strata Lot, together with a proportionate share of any property taxes levied in respect of the Common Property, calculated based on the Unit Entitlement for the Strata Lot. Property taxes are levied by and payable to the City.
- (ii) All utilities, including electricity and services supplied to and used in connection with the Common Property will be paid for by the Strata Corporation and the costs thereof will be prorated amongst all of the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments.

- (iii) It is anticipated that garbage collection and recycling services will be provided to the owners of the Strata Lots by the City or a private company not affiliated with the Developer, and that the cost of such services will be paid for by the Strata Corporation and the cost will be prorated to the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments.
- (iv) The Strata Corporation will pay for the operation and maintenance of the irrigation systems for the landscaped portions of the Common Property and Limited Common Property in the Development and the cost thereof will be prorated to the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments.
- (v) The Strata Corporation will pay for the sewer charges levied by the City in respect of the Development and the water and heating charges levied by the City in respect of the Common Property and the Limited Common Property and the costs thereof will be prorated to the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments.
- (vi) The Strata Corporation will pay for the operation and maintenance of security and security monitoring systems for the Development and the cost thereof will be prorated to the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments.
- (vii) The Strata Corporation will pay that portion of the costs and expenses owing by the Strata Corporation pursuant to the Cost Sharing Agreement (see subsection 7.4(h)) and the cost thereof will be prorated to the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments.
- (viii) With the exception of those utilities listed in the paragraphs above, all utilities including television and communication services, electricity usage and domestic hot and cold water usage of each Strata Lot will be separately metered or assessed to each Strata Lot and will be the responsibility of each Strata Lot owner.

The estimated costs are current and are based on current costs being experienced by existing comparable projects. It is possible that costs for items such as insurance premiums and utilities, which are beyond the control of the Developer, may increase, resulting in increases to the budget and to the monthly strata fees.

(b) *Interim Budget*

An interim budget for the Strata Corporation for the twelve (12) month period commencing on the first day of the month following the date of the first conveyance of a Strata Lot to a purchaser is attached as Exhibit C. As required by the *Strata Property Act*, the Developer will pay for all expenses of the Strata



Corporation up to the end of the month in which the first conveyance of a Strata Lot to a purchaser occurs.

Exhibit C to this Disclosure Statement sets out the estimated monthly assessments for the Strata Lots during the initial operating year based on the interim budget and the Unit Entitlement figures set out in Exhibit B. The actual monthly assessments for the Strata Lots will be calculated upon the finalization of the Unit Entitlement as described in section 3.1 above and monthly assessments will be adjusted upon the establishment by the Strata Corporation of the actual annual budget of operating expenses following the first annual general meeting of the Strata Corporation.

At the first annual general meeting of the Strata Corporation and each annual general meeting thereafter, the Strata Corporation will approve a new annual budget of the Strata Corporation for the following twelve (12) month period. The monthly assessments for each such twelve (12) month period will be calculated based on the approved budget and the Unit Entitlement for each Strata Lot.

(c) *Contingency Reserve Fund*

Pursuant to the requirements of the *Strata Property Act*, the Developer will, prior to the first conveyance of a Strata Lot to a purchaser, establish a contingency reserve fund for the Strata Corporation by making a contribution to that fund equal to 5% of the estimated operating expenses for set out in the interim budget attached as Exhibit C to this Disclosure Statement which is an initial one-time contribution by the Developer to establish the fund in respect of the interim budget for the Development. A contingency reserve fund is established to pay for common area expenses that usually occur less often than once a year or that do not usually occur. The interim budget for the Development also includes a contingency reserve fund component to which the Strata Lot owners will contribute by means of strata fees, equal to 5% of the estimated operating expenses as set out in the interim budget. The contingency reserve fund contribution will increase to at least 10% of the estimated operating expenses after the first annual general meeting of the Strata Corporation meeting in respect of the Development. The contribution is required to be at least 10% each year until the contingency reserve fund is at least equal to 25% of the estimated operating expenses, at which time the Strata Corporation may approve a different amount.

(d) *Interim Budget Shortfalls*

In respect of the Development, the Developer must pay for all expenses of the Strata Corporation in relation to the Development up to the end of the month in which the first conveyance of a Strata Lot to a purchaser occurs. After that month and before the annual general meeting of the Strata Corporation for the Development is held (at which time a new budget is approved), if the Strata Corporation's actual expenses exceed the estimated expenses set out in the interim budget, the *Strata Property Act* requires the Developer to pay the shortfall to the Strata Corporation within eight weeks after the first annual general meeting. In addition to paying the amount of the shortfall, the *Strata Property Act* requires

the Developer to pay the Strata Corporation a penalty in the amount of twice the shortfall if the actual expenses are more than 10% but less than 20% greater than the estimated expenses set out in the interim budget, and three times the shortfall if the actual expenses are more than 20% greater than the estimated expenses set out in the interim budget.

These provisions of the *Strata Property Act* only apply to the interim budget attached as Exhibit C, and not to any subsequent annual budget for the Strata Corporation approved at the first annual general meeting of the Strata Corporation or any subsequent annual general meeting.

### 3.9 Utilities and Services

The Development will be serviced by a water system, electricity, sewerage, sidewalks, walkways, garbage collection, fire protection, telephone, television and communications access and road access security. The costs of these utilities and services are included in the Strata Lots' expenses described in subsection 3.8(a), above.

As a requirement of the City, the Development will be serviced by a neighbourhood energy utility system as required by the City (the "NEU") which will provide thermal energy for heating the buildings on the Lands and will provide hot water (collectively, the "**Thermal Energy Services**") to the Development. A system of pipes and related infrastructure and equipment will deliver the Thermal Energy Services to the Development, where a system of pipes, equipment and related components will be located to distribute the Thermal Energy Services within the building to individual Strata Lots.

The City (and its successors and assigns) will own and operate the NEU and will recover costs in connection with the Thermal Energy Services through rates charged to both the Strata Corporation and individual Strata Lot owners. The Thermal Energy Services' rates are set by the City and are not within the control of the Developer. The estimated costs associated with the use of the NEU and the provision of Thermal Energy Services to the Common Property and the Limited Common Property will be allocated to the Strata Lots based on their Unit Entitlement and are included in the interim budget attached as Exhibit C to this Disclosure Statement. The use of the Thermal Energy Services by each Strata Lot will be separately metered and the costs associated with such use will be the sole responsibility of the applicable Strata Lot owner.

### 3.10 Strata Management Contract

The Developer intends to cause the Strata Corporation to enter into a management agreement (the "**Management Agreement**") with Gateway Property Management Corporation, a third party property manager (the "**Manager**"), with respect to the control, management and administration of the Common Property. The Manager is not related to the Developer. The Management Agreement will be for a term which will expire automatically on the date that is four weeks after the date of the second annual general meeting of the Strata Corporation. The management fee will be payable monthly in advance and the owner of each Strata Lot will pay its share of the management fee allocated to its respective section of the Strata Corporation, based upon the proportion of

the Unit Entitlement of the owner's Strata Lot to the Unit Entitlement of all of the Strata Lots in that section, through its payment of common expenses to the Strata Corporation. A copy of the proposed form of Management Agreement is attached as Exhibit H to this Disclosure Statement.

### 3.11 Insurance

- (a) The Developer will cause the Strata Corporation, on its creation by deposit of the Strata Plan in the Land Title Office, to obtain the following insurance coverage, as required by the *Strata Property Act*:
  - (i) full replacement insurance on the Common Property, common assets, buildings and fixtures built or installed on the Strata Lots by the Developer as part of the original construction, including floor and wall coverings and electrical and plumbing fixtures, but excluding, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other similar items; and
  - (ii) liability insurance for property damage and bodily injury in an amount not less than \$5,000,000.

The items described in subsection 3.11(a)(i) above will be insured against major perils, including fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.

The Developer may also cause the Strata Corporation to obtain errors and omissions insurance for the strata council members.

- (b) Each purchaser will be responsible for insuring personal property in his or her own Strata Lot and taking out public liability insurance in respect of his or her Strata Lot when the transfer of the Strata Lot from the Developer is completed.
- (c) The Developer may recover a portion of the first year's insurance premium from the Strata Lot purchasers by way of an adjustment at the time of closing.
- (d) The Strata Corporation may also place and maintain additional insurance in respect of any amenity areas on the Lands that are available for use by the public (see description in section 2.1(a)). The Strata Corporation will share the cost of such insurance, and of similar insurance carried by other developments at The Creek in respect of similar public amenity areas located on their lands, all pursuant to the Cost Sharing Agreement (see section 7.4(h) and Exhibit N).

### 3.12 Rental Disclosure Statement

Under section 139 of the *Strata Property Act*, the Developer must disclose to any purchaser of a Strata Lot the intention to lease any unsold Strata Lots in order to preserve the Developer's right to lease any Strata Lots in the future. The Developer will file a rental disclosure statement for the Strata Lots in Form J under the *Strata Property Act*



with the Superintendent of Real Estate (the “**Superintendent**”) concurrently with the filing of this Disclosure Statement. The Developer does not currently intend to rent out any of the Strata Lots, but it will reserve the right to do so in the Form J. A copy of the form of rental disclosure statement filed concurrently with this Disclosure Statement is attached as Exhibit F.

#### 4. **TITLE AND LEGAL MATTERS**

##### 4.1 **Legal Description**

The Lands comprise a portion of those lands (the “**Parent Parcels**”) currently legally described as follows:

Parcel Identifier: 008-765-146  
Lot 1  
Block E  
District Lot 200A  
Plan 12958

(“**Lot 1**”);

Parcel Identifier: 008-765-634  
Lot 5, Except Part in Reference Plan 17723 now Road,  
Block E  
District Lots 200A and 2037  
Plan 12958

(“**Lot 5**”); and

Parcel Identifier: 026-497-654  
Lot 307, Except: Part on Plan BCP20721 False Creek Plan BCP20720

(“**Lot 307**”).

Lot 1 and Lot 5 are owned by the Developer. Lot 307 is owned by the City. It is intended that the City will subdivide Lot 307 to create Lot 344 and Lot 345, both of Plan EPP1333, as shown on Exhibit K-1. The Developer has the right under an existing purchase and sale agreement with the City dated June 3, 2014 to purchase Lot 345, Plan EPP1333 (“**Lot 345**”) from the City. It is intended that Lot 345, Lot 1 and Lot 5 will be consolidated and then subdivided substantially in accordance with the draft plan of subdivision (the “**Subdivision Plan**”) attached hereto as Exhibit K-2 to create the Lands and 3 other legal lots as shown on the Subdivision Plan. It is anticipated that upon subdivision, the Lands will be legally described as follows:



Lot 354  
False Creek  
Group 1, New Westminster District  
Plan EPP46205

#### 4.2 Ownership

The Developer is the registered owner of Lot 5 and Lot 1 and the City is the registered owner of Lot 307. Upon completion of the transactions described in section 4.1, the Developer will be the registered owner of the Lands.

#### 4.3 Existing Encumbrances and Legal Notations

The following legal notations and encumbrances are registered or pending against title to the Parent Parcels and, unless otherwise indicated, will remain registered against title to the Lands, the Strata Lots and the Common Property:

##### (a) Legal Notations:

- (i) *Notice of Interest, Builders Lien Act (s.3(2)), see CA2587544 filed 2012-06-07 registered against title to Lot 1 and Lot 5*

The above-noted notation is a notice that the interest of the Registered Owner is not bound by a lien claimed under the Builders Lien Act (British Columbia) in respect of any improvement constructed thereon unless that improvement is undertaken at the express request of the Registered Owner.

- (ii) *Notice of Interest, Builders Lien Act (s.3(2)), see BN107086 filed 1999-04-29 registered against title to Lot 307*

*Notice of Interest, Builders Lien Act (s.3(2)), see BN120214 filed 1999-05-13 registered against title to Lot 307*

The above-noted notations are notices that the interest of the City, as owner of Lot 307, is not bound by a lien claimed under the Builders Lien Act (British Columbia) in respect of any improvement constructed thereon unless that improvement is undertaken at the express request of the City.

The City will be required to discharge this notation from title to Lot 345 at the time the Developer completes its purchase of Lot 345.

##### (b) Charges, Liens and Interests:

- (i) *Statutory Right of Way BB1319675 registered against title to Lot 1*

This encumbrance is a statutory right of way in favour of the City over that portion (the “**SRW Area**”) of Lot 1 shown within the bold outline on Plan EPP11215 (a reduced copy of which is attached to Statutory Right of Way BB1319675 (the “**NEU SRW**”) as Schedule A). The NEU SRW



forms part of an agreement (the “**NEU Agreement**”) between the City and the previous registered owner of Lot 1 with respect to the neighborhood energy utility operation (the “**NEU**”) in the Southeast False Creek area of Vancouver, British Columbia.

The NEU SRW provides that after the registered owner of Lot 1 has provided the City with a certificate of compliance issued for the Lands under the *Environmental Management Act* (British Columbia), the City may access and use the SRW Area for the purpose of constructing, operating, maintaining and replacing an underground thermal distribution network (the “**NEU Works**”) that links the NEU’s energy centre located under the Cambie Street bridge with the energy transfer station in each designated building.

It is intended that the SRW Area will be dedicated to the City upon registration of the Subdivision Plan (see section 4.1) and it is anticipated that the NEU SRW will be discharged at subdivision and will not remain registered on title to the Lands.

(ii) *Covenant BB1319676 registered against title to Lot 1*

This encumbrance is a covenant in favour of the City, and forms part of the NEU Agreement. Covenant BB1319676 (the “**NEU Covenant**”) provides that the registered owner and Lot 1 will not use any area on, over or under the SRW Area: (i) to construct, install or store any buildings, structures or other improvements or any other real or personal property or to plant or grow any trees or plants without the prior written consent of the City; (ii) for any purpose that may interfere with, damage, destroy or obstruct access to the NEU Works or interfere with the use of the SRW Area; or (iii) to excavate or remove support for the SRW Area or the NEU Works, add or remove soil or fill or install other roads or trails or embankments without the prior written consent of the City, provided that the Registered Owner may use the SRW Area for the purpose of access to and egress from 1st Avenue to the portion of the Lands north of the SRW Area.

It is intended that the SRW Area will be dedicated to the City upon registration of the Subdivision Plan (see section 4.1) and it is anticipated that the NEU Covenant will be discharged and will not remain registered on title to the Lands.

(iii) *Indemnity Agreement 472514M registered against title to Lot 5*

This encumbrance is an indemnity agreement in favour of the City which provides that the City is granted an easement of support by the Lands for that portion of Quebec Street which adjoins the Lands and an easement to encroach upon and maintain an encroachment or fill of earth, rock, gravel or other material on or over the Lands sufficient for support of Quebec Street or any portion thereof. It is intended that in conjunction with the



construction of the Development, the Developer will complete such works along the Quebec Street frontage as are required to obtain a discharge of this charge from title to the Lands.

(iv) *Statutory Right of Way BB1228322 registered against title to Lot 307*

This encumbrance is a statutory right of way in favour of the City over that portion (the “**City SRW Area**”) of Lot 307 shown within the bold outline on Plan BCP20722. Statutory Right of Way BB1228322 (the “**City SRW**”) forms part of an agreement (the “**City Agreement**”) between the City, in its capacity as the registered owner of Lot 307 (the “**Lot 307 Owner**”), and the City, in its capacity as transferee. A reduced copy of Plan BCP20722 is attached to the City Agreement as Schedule A.

The City SRW provides that the City may, among other things: (i) use the City SRW Area as if it were a dedicated street or lane; (ii) construct, maintain and operate certain road works and utility services (the “**City Works**”) on, over and under the City SRW Area; (iii) demolish or remove property from the City SRW Area which interferes with the City’s rights under the City Agreement; and (iv) enforce City by-laws with respect to the City SRW Area as if it were a dedicated street. The City SRW also provides that the public may use the City SRW Area, subject to such conditions as the City may allow.

It is intended that the City SRW Area will be dedicated to the City upon registration of the Subdivision Plan (see section 4.1) and it is anticipated that the City SRW will be discharged and will not remain registered on title to the Lands.

(v) *Covenant BB1228323 registered against title to Lot 307*

This encumbrance is a covenant in favour of the City, and forms part of the City Agreement. Covenant BB1228323 (the “**City Covenant**”) provides that the Lot 307 Owner will not use any area on, over or under the City SRW Area: (i) to construct, install or store any buildings, structures or other improvements or any other real or personal property or to plant or grow any trees or plants without the prior written consent of the City; (ii) for any purpose that may interfere with, damage, destroy or obstruct access to the City Works or interfere with the use of the City SRW Area; or (iii) to excavate or remove support for the City SRW Area or the City Works, add or remove soil or fill or install other roads or trails or embankments without the prior written consent of the City.

It is intended that the City SRW Area will be dedicated to the City upon registration of the Subdivision Plan (see section 4.1) and it is anticipated that the City Covenant will be discharged and will not remain registered on title to the Lands.



- (vi) *Option to Purchase BB1228324 registered against title to Lot 307*

This encumbrance is an option to purchase the City SRW Area in favour of the City, and forms part of the City Agreement.

It is intended that the City SRW Area will be dedicated to the City upon registration of the Subdivision Plan (see section 4.1) and it is anticipated that this option to purchase will be discharged at subdivision and will not remain registered on title to the Lands.

- (vii) *Statutory Right of Way BB1229898 registered against title to Lot 307*

This encumbrance is a statutory right of way in favour of the City over that portion (the “**Utilities SRW Area**”) of Lot 307 shown in bold black outline on Plan EPP4470. A reduced copy of Plan EPP4470 is attached to Statutory Right of Way BB1229898 (the “**Utilities SRW**”) as Schedule A.

The Utilities SRW provides that the City may construct, maintain and operate certain utility services (the “**Utilities Works**”) on, over and under the Utilities SRW Area. The City may also, among other things, demolish or remove property from the Utilities SRW Area which may, in the City’s opinion, interfere with the City’s rights under the Utilities SRW.

The Utilities SRW is not located on the lands that will become the Lands (see section 4.1) and therefore, the Utilities SRW will not be registered on title to the Lands after subdivision.

- (viii) *Statutory Right of Way BB339852 registered against title to Lot 307*

This encumbrance is a statutory right of way in favour of the British Columbia Hydro and Power Authority (“**BC Hydro**”) over the Utilities SRW Area (being the same area described in subsection 4.3(b)(vii) above). A reduced copy of Plan EPP4470, which shows the Utilities SRW Area, is attached to Statutory Right of Way BB339852 (the “**BC Hydro SRW**”) as Schedule A.

The BC Hydro SRW provides that BC Hydro may construct, operate and maintain certain works for the purposes of transmitting electricity and telecommunications (the “**BC Hydro Works**”) within the Utilities SRW Area, and, among other things, may install underground services lines within the Utilities SRW Area to buildings and structures on Lot 307.

The BC Hydro SRW is not located on the lands that will become the Lands (see section 4.1) and therefore, the BC Hydro SRW will not be registered on title to the Lands after subdivision.

- (ix) *Covenant CA4467768 registered against title to Lot 1, Lot 5 and Lot 307.*

This encumbrance is a covenant (the “**Master No Development Covenant**”) granted in favour of the City that provides that the Developer



may not apply for or obtain any development permit or construct any buildings or improvements on Lot 1, Lot 5 and Lot 307 until the Developer has completed the subdivision described in section 4.1, above, and has registered certain rights of way, covenants and agreements against title to the new lots created upon such subdivision. Draft forms of the required rights of way, covenants and agreements are attached as schedules to the Master No Development Covenant and are more particularly described in subsection 4.4(b) below.

It is anticipated that the Master No Development Covenant will be discharged from the title to the Lands after the subdivision described in section 4.1.

- (x) *Covenant CA4164767 registered against title to Lot 5.*

This is a Covenant in favour of the City in which the owner acknowledges that Lot 5 may be subject to flood hazards and the Developer agrees to construct any development thereon at a certain elevation in order to reduce the potential hazards to the development as a result of flooding. It is intended that this Covenant will be replaced by the floodplain covenant required under Covenant CA4467780, described below, and will be discharged from title to the Lands.

- (xi) *Statutory Right of Way CA4467769 registered against title to Lot 307.*

This Statutory Right of Way is in respect of a services agreement (the “**Lot 307 Services Agreement**”) and allows the City and its employees and officials to enter onto Lot 307 for the purpose of inspecting the Lot 307 Works (defined in subsection (xii), below) and carrying out the Developer’s obligations with respect to construction of the Lot 307 Works if the Developer fails to do so.

- (xii) *Covenant CA4467770 registered against title to Lot 307.*

This Covenant forms part of the Lot 307 Services Agreement and provides that the Developer will not apply for a building permit for the Development until such time as the Developer has delivered letters of credit and preliminary plans in respect of the Lot 307 Works to the City.

- (xiii) *Covenant CA4467771 registered against title to Lot 307.*

This Covenant forms part of the Lot 307 Services Agreement and provides that the Developer will not apply for an occupancy permit for the Development until such time as certain services, facilities and utilities, including off-site road works upgrades, construction of a new roadway, walkways, sidewalks and plaza treatments all as more particularly described in the Lot 307 Services Agreement (collectively, the “**Lot 307 Works**”) are constructed and installed pursuant to this Covenant.



- (xiv) *Statutory Right of Way CA4467772 registered against title to Lot 1 and Lot 5.*

This Statutory Right of Way is in respect of a services agreement (the “**Lot 1/5 Services Agreement**”) and allows the City and its employees and officials to enter onto Lot 1 and Lot 5 for the purpose of inspecting the Lot 1/5 Works (defined in subsection (xii), below) and carrying out the Developer’s obligations with respect to construction of the Lot 1/5 Works if the Developer fails to do so.

- (xv) *Covenant CA4467773 registered against title to Lot 1 and Lot 5.*

This Covenant forms part of the Lot 1/5 Services Agreement and provides that the Developer will not apply for a building permit for the Development until such time as the Developer has delivered letters of credit and preliminary plans in respect of the Lot 1/5 Works to the City.

- (xvi) *Covenant CA4467774 registered against title to Lot 1 and Lot 5.*

This Covenant forms part of the Lot 1/5 Services Agreement and provides that the Developer will not apply for an occupancy permit for the Development until such time as certain services, facilities and utilities, including off-site road works upgrades, construction of a new roadway, walkways, sidewalks and plaza treatments all as more particularly described in the Lot 1/5 Services Agreement (collectively, the “**Lot 1/5 Works**”) are constructed and installed pursuant to this Covenant.

For greater certainty, the Lot 1/5 Works comprise the same works as the Lot 307 Works and the Developer will complete the Lot 1/5 Works and Lot 307 Works in conjunction with the construction of the Creek Developments and the City Building and it is intended that Statutory Right of Way CA4467769 and Covenants CA4467770 and CA4467771, and Statutory Right of Way CA4467772 and Covenants CA4467773 and CA4467774 will be discharged from title to the Lands upon completion of construction of the Development.

- (xvii) *Covenant CA4467778 registered against title to Lot 307.*

This Covenant provides that the Developer will not build any buildings on Lot 307 until it has satisfied the City’s requirements with respect to provision of public art in relation to the Development in accordance with the City’s public art policies and guidelines.

- (xviii) *Covenant CA4467779 registered against title to Lot 1 and Lot 5.*

This Covenant provides that the Developer will not build any buildings on Lot 1 and Lot 5 until it has satisfied the City’s requirements with respect to provision of public art in relation to the Development in accordance with the City’s public art policies and guidelines.



The Developer will complete the required public art works in conjunction with the construction of the Creek Developments and the City Building and it is intended that Covenants CA4467778 and CA4467779 will be discharged from title to the Lands upon completion of construction of the Development.

- (xix) *Covenant CA4467780 registered against title to Lot 307, Lot 1 and Lot 5.*

This Covenant is granted in favour of the City and provides that the Developer may not apply for or obtain any development permit or construct any buildings or improvements on Lot 1, Lot 5 and Lot 307 until the Developer has entered into a flood plain covenant with the City in the City's standard form in respect of Lot 1, Lot 5 and Lot 307.

The Developer intends to enter into the required flood plain covenants with the City as soon as the City has updated its standard form and provided it to the Developer and it is intended that Covenant CA4467780 will be discharged from title to the Lands prior to commencement of construction of the Development.

- (xx) *Statutory Right of Way CA4468046 registered against title to Lot 1 and Lot 5.*

This Statutory Right of Way is in respect of a soils remediation agreement (the "**Lot 1/5 Soils Agreement**") and allows the City and its employees and officials to enter onto Lot 1 and Lot 5 for the purpose of carrying out the Developer's obligations with respect to remediation of portions of Lot 1 and Lot 5 that are intended to be dedicated to the City, if the Developer fails to do so in accordance with the Lot 1/5 Soils Agreement.

- (xxi) *Covenant CA4468047 registered against title to Lot 1 and Lot 5.*

This Covenant forms part of the Lot 1/5 Soils Agreement and provides that the Developer will not apply for an occupancy permit for the Development until such time as the Developer has completed required remediation of any contamination and provided certificates of compliance as required pursuant to section 3.1 of the Lot 1/5 Soils Agreement to the City.

- (xxii) *Covenant CA4468048 registered against title to Lot 1 and Lot 5.*

This Covenant forms part of the Lot 1/5 Soils Agreement and provides that the Developer will not apply for a building permit for a development to be located on a portion of Lot 1 and Lot 5 that is not the Development until such time as the Developer has completed required remediation of any contamination and provided certificates of compliance as required pursuant to section 3.2 of the Lot 1/5 Soils Agreement to the City.

- (xxiii) *Covenant CA4468049 registered against title to Lot 1 and Lot 5.*



This Covenant forms part of the Lot 1/5 Soils Agreement and provides that the Developer will not apply for an occupancy permit for a development to be located on a portion of Lot 1 and Lot 5 that is not the Development until such time as the Developer has completed required remediation of any contamination and provided certificates of compliance as required pursuant to section 3.3 of the Lot 1/5 Soils Agreement to the City.

(xxiv) *Equitable Charge CA4468050 registered against title to Lot 1 and Lot 5.*

This Equitable Charge forms part of the Lot 1/5 Soils Agreement and provides security against Lot 1 and Lot 5 for all amounts for which the Developer may become responsible under the Lot 1/5 Soils Agreement.

For greater certainty, Lot 1 and Lot 5 have been remediated and certificates of compliance are in place with respect thereto. The Developer intends to complete additional required remediation work, if any, in conjunction with the excavation for construction of the Creek Developments and the City Building and it is intended that Statutory Right of Way CA4468046, Covenants CA4468047, CA4468048 and CA4468049 and Equitable Charge CA4468050 will be discharged from title to the Lands upon completion of construction of the Development.

#### 4.4 Proposed Encumbrances

The following additional encumbrances may be registered by the Developer against the title to the Lands, and if so registered, unless otherwise indicated, will remain registered against title to the Strata Lots and the Common Property:

- (a) the Parking/Storage Facility Lease;
- (b) agreements between the City and the Developer as owner of the Lands, including the following:
  - (i) a floodplain covenant in favour of the City in which the Registered Owner acknowledges that the Lands may be subject to flood hazards and the Developer agrees to construct the Development at a certain elevation in order to reduce the potential hazards to the Development as a result of flooding;
  - (ii) a statutory right of way and related covenants and equitable charge in favour of the City to secure public access and use over that portion of the Lands shown in Plan EPP46206, a copy of which is attached hereto as Exhibit L, comprising part of a new laneway to be constructed by the Developer on the Lands and the Adjacent Lands for vehicular, bicycle and pedestrian traffic to be known as “Pullman Porter Street”, running between 1<sup>st</sup> Avenue south of the Lands and Switchmen Street to the north of the Lands. It is expected that the agreement with respect to Pullman

Porter Street will be in the form attached to the Master No Development Covenant as Schedule I;

- (iii) a statutory right of way and related covenants and equitable charge in favour of the City to secure public access and use over the that portion of the Lands shown in Plan EPP46207 attached hereto as Exhibit M, comprising part of a new public walkway and plaza area to be constructed by the Developer on the Lands and neighbouring lands to the south of the Lands for pedestrian and bicycle use, which will be known as “Railspur Mews” and “Railspur Plaza”. It is expected that the agreement with respect to Railspur Mews and Railspur Plaza will be in the form attached to the Master No Development Covenant as Schedule S;
- (iv) such covenants and easements as may be required by the City in respect of the use, maintenance, repair and operation of the Pullman Porter Street, Railspur Mews and Railspur Plaza, which may be in addition to or in place of those described above, including without limitation easements in favour of the Creek Developments and City Building permitting use of Pullman Porter Street. It is expected that the easement agreements with the owners of the Creek Developments and City Building with respect to the use of Pullman Porter Street will be in the form attached to the Master No Development Covenant as Schedules F, G and H;
- (v) a covenant (the “**Share-Vehicle Covenant**”) in favour of the City whereby the Developer covenants that it will not apply for an occupancy permit for the Development, nor will the City be obligated to issue an occupancy permit, until such time as the Developer has confirmed to the City that it has (A) constructed and designated five parking stalls within the Parking Facility (the “**Share-Vehicle Stalls**”) for car share vehicles in accordance with the requirements of this covenant for the exclusive use of five shared vehicles (the “**Share-Vehicles**”) to be owned and insured by a vehicle share organization (the “**Share-Vehicle Organization**”); (B) entered in a contract relating to the Share-Vehicles and Share-Vehicle Stalls with the Share-Vehicle Organization, such contract to be assumed by/assigned to the Strata Corporation after the deposit of the Strata Plan; and (C) paid to the Share-Vehicle Organization the sums required under the covenant and caused it to purchase five Share-Vehicles. It is expected that the Share Vehicle Covenant will be in the form attached to the Master No Development Covenant as Schedule L;
- (vi) a statutory right of way in favour of the City to permit the City and those authorized by it, including the Share-Vehicle Organization and its authorized users and any other vehicle share organization and its users, as authorised under the Share-Vehicle Covenant (collectively, the “**Authorized Users**”) to enter over such portions of the Lands (the Share-Vehicle Stalls and the related vehicle and pedestrian entrances, exits, ramps, passageways and manoeuvring areas) reasonably necessary to park and access the Share-Vehicles in the Share-Vehicle Stalls and for access to and from the Share-Vehicle Stalls. It is expected that the Share

Vehicle Covenant will be in the form attached to the Master No Development Covenant as Schedule L;

- (vii) statutory rights of way and other encumbrances necessary for installing and operating connections to the NEU system for the Lands and securing the obligations of the owner of the Lands with respect thereto; and
  - (viii) such other equitable charges, easements, statutory rights of way, covenants and encumbrances in favour of the City to secure the Registered Owner and/or the Strata Corporation's obligations under the above-noted agreements;
- (c) agreements and/or easements between the owners of the other developments at The Creek and the owner of the Lands or Common Property, which may also include covenants in favour of the City, including the following:
- (i) an agreement and/or easements providing for the installation, operation and maintenance of shared utility systems and a fire suppression system;
  - (ii) an easement in favour of the Adjacent Lands for pedestrian and vehicle access over certain ramps, driveways and drive aisles in the Parking Facility. It is expected that the easement agreement with the owner of the Adjacent Lands will be in the form attached to the Master No Development Agreement as Schedule O. This form of easement will be amended prior to registration to also permit the owners and occupants of the Adjacent Lands to use the Staircase, as described in section 3.6(a), for purposes of entering and exiting the parking facility on the Adjacent Lands; and
  - (iii) easements providing for access to and egress from certain portions of the Lands (including access over Pullman Porter Street) , including without limitation easements in favour of the Creek Developments and City Building permitting use of Pullman Porter Street. It is expected that the easement agreements with the owners of the Creek Developments and City Building with respect to the use of Pullman Porter Street will be in the form attached to the Master No Development Covenant as Schedules F, G and H thereto;
- (d) an easement or easements in favour of adjoining properties permitting the placement of underpinning, anchor rods or other support structures below the surface of the Lands in order to facilitate construction on such adjoining properties, support for such properties during and after such construction and the ability to have the boom of any crane used in the construction of the development on such properties pass through the air space of the Lands;
- (e) any and all such rights of way, easements, encroachment agreements, restrictive covenants, dedications and other covenants, rights or restrictions, and any required equitable charges relating thereto, required by the City, BC Hydro, Fortis, Telus or any other applicable governmental authority or public utility or as

may be deemed necessary or advisable by the Developer in connection with the Development;

- (f) such security documents as may be required by the lender providing the Developer with construction financing as contemplated in section 6.2 of this Disclosure Statement;
- (g) such security documents as may be required by any insurer providing deposit protection contracts as contemplated in section 7.1 of this Disclosure Statement;
- (h) modifications or replacements of the existing encumbrances registered against title to the Lands to accommodate the siting of the Development and/or any specific requirements of any permits issued in respect of the Development;
- (i) any notice of interest filed under the *Builders Lien Act* (British Columbia) to warn other persons that the owner's interest in the Lands is not bound by a claim of builders lien in respect of improvements on those lands unless the improvements were undertaken at the express request of the owner. Any such notation will be discharged from title to each Strata Lot in connection with the Strata Lot's transfer to a purchaser; and
- (j) such other encumbrances and legal notations as the Developer may deem necessary, provided such encumbrances and legal notations are discharged prior to the conveyance of any Strata Lot, or in the case of security in favour of a lender to the Developer, such lender agrees to provide a partial discharge of its security insofar as it pertains to any particular Strata Lot within a reasonable period of time after completion of the sale of such Strata Lot.

#### 4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation or liability in respect of the Development or against the Developer which may affect the Lands or the Strata Lots.

#### 4.6 Environmental Matters

##### (a) *Flooding*

The Lands are located within a floodplain and are potentially subject to flooding hazards. The Development will be designed and constructed to meet any flood construction standards required by the City and intended to reduce the risk of flood damage, as contemplated in the proposed covenant described in subsection 4.4(b)(i).

##### (b) *Condition of Soil and Subsoil*

As a result of certain historical use of the Lands, certain soils within the Lands require remediation. The Developer intends to carry out any required remediation of the Lands in conjunction with the excavation of the Lands for the construction of the Development. As described in subsection 4.3(b)(xxii), any required remediation is to be completed prior to the Developer receiving an occupancy



permit for the Development from the City. During the course of construction of the Development, the Developer will perform such additional monitoring of the condition of the soil and subsoil as may be required. It is anticipated that remediation of the Lands may require ongoing monitoring and mitigation systems to be constructed as part of the Development. In this regard, the Developer intends to construct and install a vapour mitigation system within the Parking Facility which will be integral with the parkade fan system.

Except as described above in this section 4.6, the Developer is not aware of any dangers connected with the Development in respect of flooding, the condition of the soil and subsoil, or drainage hazards or other environmental hazards.

## 5. CONSTRUCTION INFORMATION

### 5.1 Construction Dates

The estimated date ranges for commencement and completion of construction of the Development are as follows:

<u>Estimated Date Range for Commencement</u>	<u>Estimated Date Range for Completion</u>
January 1, 2016 to March 30, 2016	July 15, 2018 to October 14, 2018

The foregoing date ranges are estimates only and the Developer reserves the right to change these dates. These estimated commencement and completion date ranges are estimates only and are not to be relied upon by purchasers of the Strata Lots for determining the completion date of their purchases. The completion dates for the sale and purchase of the Strata Lots will be determined pursuant to the purchase agreements (see form of purchase agreement attached as Exhibit I to this Disclosure Statement).

### 5.2 Warranties

The Developer warrants each Strata Lot against defects in materials and labour for a period of two years from the “Commencement Date” (defined as the earlier of the date of actual occupancy of the Strata Lot and the transfer of legal title to the first purchaser of the Strata Lot), the Common Property against defects in materials and labour for 15 months and against defects in materials and labour for electrical, plumbing, heating and ventilation and for exterior cladding, caulking, windows and doors for two years, defects in the building envelope (including defects resulting in unintended water penetration) for a period of six years and structural defects for a period of ten years, all commencing on the first Commencement Date for a Strata Lot.

The Developer is a licensed builder under the Homeowner Protection Act (British Columbia). In accordance with the Homeowner Protection Act (British Columbia), the Developer will, in addition to the Developer’s warranty, provide a third party warranty by Financial Institutions Commission approved Travelers Home Warranty Program (“Travelers”) with coverage matching the Developer’s warranty to purchasers of the Strata Lots. Both the Developer’s warranty and the Travelers warranty exceed the



minimum requirements of the *Homeowner Protection Act* (British Columbia). A copy of the form of Travelers warranty certificate which describes the terms of the coverage which will apply to the Development is attached as Exhibit G to this Disclosure Statement. The Developer's warranty will be subject to the same terms and conditions as the Travelers warranty.

Any manufacturers' warranties in respect of equipment installed in the Strata Lots will be passed on to the purchasers where permitted under the terms of the manufacturers' warranties.

### 5.3 Previously Occupied Building

Not applicable.

## 6. APPROVALS AND FINANCES

### 6.1 Development Approval

- (a) The Developer has filed Development Permit Application No. DE418488 (the "**Application**") with the City in order to obtain a development permit (the "**Development Permit**") approving the construction of the Development. By letter dated March 26, 2015, the City has approved the issuance of the Development Permit subject to the satisfaction of certain conditions, which are within the Developer's control, and is expected to issue the Development Permit shortly.
- (b) The City has not yet issued a building permit for the construction of the Development. The Developer expects to receive a building permit on or before the date which is nine months after this Disclosure Statement is filed with the Superintendent. **The Developer will file an amendment to this Disclosure Statement setting out the particulars of the issued building permit for the Development and will deliver a copy of such amendment to each purchaser once the building permit is issued.**
- (c) The Development will comply with all building restrictions, zoning regulations and other restrictions governing the use and development of the Development and any Strata Lot therein.

### 6.2 Construction Financing

The Developer intends to finance construction of the Development itself. The Developer reserves the right to obtain financing for the construction of the Development from an outside lender. If the Developer obtains construction financing from an outside lender, it will require the lender, as part of its financing commitment, to agree to provide a partial discharge of its security insofar as it relates to any particular Strata Lot upon completion of the sale of such Strata Lot.



## 7. MISCELLANEOUS

### 7.1 Deposits

Subject to this section 7.1, all deposits and other money received from a purchaser of a Strata Lot shall be held in trust in the manner required by the *Real Estate Development Marketing Act* until such time as:

- (a) the Strata Plan for the Development is deposited in the Land Title Office;
- (b) the Strata Lot purchased is capable of being occupied; and
- (c) an instrument evidencing the interest of the purchaser in the Strata Lot has been filed for registration in the Land Title Office.

It is currently anticipated that deposits and other money received from purchasers of Strata Lots will be held in trust by Terra Law Corporation.

Notwithstanding the above, the Developer may enter into either a deposit protection contract with an approved insurer or another form of security agreement as required by the *Real Estate Development Marketing Act* and thereafter, provided that the seven-day rescission period has expired, the deposits paid by purchasers of the Strata Lots will be released to the Developer in accordance with the *Real Estate Development Marketing Act*, which allows the deposit to be used by the Developer for purposes related to the Development, including the construction and marketing thereof.

### 7.2 Purchase Agreement

Attached as Exhibit I is the form of purchase agreement which the Developer intends to use in connection with the sale of the Strata Lots, unless otherwise agreed between the Developer and a purchaser (together, the “**Purchase Agreement**”). All capitalized terms used in this section 7.2 that are not defined in this Disclosure Statement have the meanings given to them in the Purchase Agreement.

- (a) The Completion Date will be established by the Developer giving the purchaser the Closing Notice at least 8 business days’ before such specified date. The Completion Date in such notice may be based on the Developer's estimate as to when the Strata Lot in question will be ready to be occupied. If such Strata Lot is not ready to be occupied on the date set out in the notice, then the Developer may extend the Completion Date until the earliest date after the date specified in the Closing Notice that is Strata Lot is capable of being occupied and registered in the Land Title Office.
- (b) If the Completion Date has not occurred by the Outside Date, then the Developer may, at its option, by providing 10 business days’ written notice to the purchaser, terminate the Purchase Agreement and, if the Developer terminates the Purchase Agreement, the deposit monies (including interest thereon) will be returned to the purchaser and the parties will be released from all of their obligations thereunder, provided that if the Developer is delayed from completing construction of the



Strata Lot as a result of earthquake, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining or unavailability of labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, breakage or other casualty, climactic conditions, interference of the purchaser, or any other event beyond the control of the Developer, then the Developer may, at its option elect to extend the Outside Date by a period equivalent to such period of delay; and

- (c) The Completion Date will be determined in accordance with the Purchase Agreement notwithstanding the estimated date range for the completion of construction of the Development (the “**Estimated Construction Completion Date Range**”) set out in this Disclosure Statement. The Estimated Construction Completion Date Range may vary based on construction factors, market conditions and other factors and may be revised to advance or delay it from time to time without compensation to the purchaser. For clarity, the purchaser acknowledges and agrees that the actual Completion Date may occur on a date before or after the Estimated Construction Completion Date Range and the purchaser agrees to complete the purchase of the Strata Lot on the Completion Date as established in accordance with the Purchase Agreement regardless of the amount of time between the actual Completion Date and the Estimated Construction Completion Date Range. The purchaser acknowledges and agrees that its decision to enter into and to perform the terms of the Purchase Agreement is not predicated upon whether the actual Completion Date occurs before, within or after the Estimated Construction Completion Date Range.
- (d) Time is of the essence of the Purchase Agreement and unless all payments on account of the Purchase Price, together with adjustments thereto as provided in the Purchase Agreement and all other amounts payable thereunder are paid by the purchaser when due, then the Developer may at its option:
  - (i) terminate the Purchase Agreement and, in such event, the portion of the deposit that has been paid and all interest accrued thereon will be absolutely forfeited to the Developer as liquidated damages, the parties agreeing that the total amount of the deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the damages the Developer will suffer as a result of the purchaser’s failure to pay, when due, any payment on account of the Purchase Price, together with adjustments thereto as provided in the Purchase Agreement, or any other amounts payable thereunder, without prejudice to the Developer’s other remedies including, without limitation, the right of the Developer to recover any additional damages; or
  - (ii) elect to extend the date for payment or the Completion Date, as applicable, to a certain date determined by the Developer, time to remain of the essence of the Purchase Agreement and subject to the Developer’s right in its sole discretion, to grant further extensions to a certain date each time, in which event the purchaser will pay to the Developer, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable under the Purchase Agreement at the rate of



3% per annum above the annual rate of interest designated by the Developer's principal bank as its "prime rate", as that rate changes from time to time, such interest to be calculated from the date upon which such payment and amounts were due to the date upon which such payment and amounts are paid.

The Developer may cancel the Purchase Agreement pursuant to subsection 7.2(d)(i) at any time after extending the date for payment or the Completion Date, as the case may be, pursuant to subsection 7.2(d)(ii), if the purchaser fails to make such payment or complete the purchase of the Strata Lot, as the case may be, in accordance with the Purchase Agreement on or before such extended date.

- (e) If the purchaser fails to pay any portion of the deposit when required under the Purchase Agreement or fails to complete the purchase of the Strata Lot in default of his/her/its obligations under the Purchaser Agreement, then, subject to subsection 7.2(d)(ii) above, the Developer may elect to terminate the Purchase Agreement and, in such event, the portion of the deposit that has been paid together with interest thereon will be absolutely forfeited to the Developer as liquidated damages, without prejudice to any other remedy which the Developer may have in respect of the purchaser's default including, without limitation, the right of the Developer to pursue the purchaser for any unpaid balance of the deposit and to seek additional damages.
- (f) If the Developer fails to complete the sale of the Strata Lot, then the deposit paid under the Purchase Agreement will be paid to the purchaser, together with any interest earned thereon, as the purchaser's sole remedy and the purchaser will have no further claims against the Developer.
- (g) The purchaser may not assign his/her/its/their interest in the Strata Lot or in the Purchase Agreement without the written consent of the Developer, which consent may be arbitrarily withheld and, unless the Developer so consents, the Developer will not be required to convey the Strata Lot to anyone other than the purchaser. The Developer will not consent to an assignment by the purchaser of his or her interest in the Purchase Agreement: (a) until the later of May 1, 2017 and the date that all strata lots have been sold by the Developer, provided all deposits due under the Purchase Agreement have been paid; and (b) at any time after February 1, 2018. The Developer may, at its option, charge an administration fee equal to \$5000.00 as consideration for agreeing to the assignment of the purchaser's interest and will comply with any other conditions imposed by the Developer as conditions to its consent. Notwithstanding the foregoing, at the time of closing the purchaser may assign his/her/its/their interest in the Strata Lot or in the Purchase Agreement to an assignee that is the purchaser's spouse, parent or child, or a company of which the purchaser is a principal without payment of the administration fee. Following any assignment, the assignor will not be relieved of his/her/its/their obligations under the Purchase Agreement but will continue to remain liable to perform all obligations of the purchaser under the Purchase Agreement. The purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the



Strata Lot by the purchaser before the Completion Date without the prior written consent of the Developer, which consent may be arbitrarily withheld.

- (h) Interest on the deposit paid pursuant to the Purchase Agreement (less a reasonable administration fee) will be for the benefit of the purchaser, with the exception that, if purchaser defaults in its obligations under the Purchase Agreement, the deposit (including interest thereon) will be paid to the Developer.
- (i) The purchaser acknowledges that from and after the release of the deposit or any portion thereof pursuant to a deposit protection contract, no further interest will be earned on the amount so released.

No offer of the Strata Lots for sale under this Disclosure Statement may be made after nine months from the date this Disclosure Statement is filed with the Superintendent unless the amendment to Disclosure Statement contemplated in subsection 6.1(b) has been filed with the Superintendent. After the filing of an amendment to this Disclosure Statement contemplated in this section, the Developer may use another form or forms of purchase agreement in connection with the sale of the Strata Lots.

### 7.3 Developer's Commitments

There are no commitments made by the Developer to be met after completion of sale of the Strata Lots.

### 7.4 Other Material Facts

#### (a) *Continuing Sales and Marketing Program*

Following the deposit of the Strata Plan at the Land Title Office, the Developer will continue to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of the Development, marketing and sales activities within the Common Property and within various Strata Lots owned or leased by the Developer in the Development, including but not limited to maintaining display suites, other display areas and a sales office. The Developer also intends to place signage on the Common Property and in other areas of the Development as part of its marketing and sales activities, for such period of time as the Developer determines to be necessary or desirable. In addition, the Developer intends to conduct tours of the Development from time to time with prospective purchasers in connection with its marketing and sales activities. The Developer will act reasonably in exercising these rights and will use reasonable efforts to minimize any interference with the use or enjoyment of the Common Property by existing owners.

#### (b) *Contracts for Certain Services*

The Developer may enter into, or to cause the Strata Corporation to enter into or assume, such agreements as the Developer deems necessary or desirable for the proper operation and maintenance of the Development, which may include, without limitation, agreements relating to the following matters:

- (i) maintenance and rental with respect to certain equipment within the Common Property;
- (ii) annual building envelope inspections;
- (iii) landscaping and gardening maintenance;
- (iv) concierge services;
- (v) security;
- (vi) window cleaning;
- (vii) fire alarm monitoring and maintenance;
- (viii) garbage disposal and recycling;
- (ix) mechanical and electrical servicing and NEU servicing;
- (x) a marketing license agreement in connection with the matters described in subsection 7.4(a);
- (xi) telephone, cable and internet services (with Telus, Shaw or any other entity); and
- (xii) unregistered agreements as may be required by the City, other governmental authorities or utilities in connection with the Development.

Except as otherwise expressly described herein, upon the deposit of the Strata Plan in the Land Title Office in respect of the Lands, the Developer will cause the Strata Corporation to assume all of the obligations of the Developer under the legal notations and encumbrances which charge the Common Property (which legal notations and encumbrances are described in sections 4.3 and 4.4) and, thereafter, the Strata Corporation will be solely responsible for complying with all such obligations.

(c) *Caretaker's Suite*

One of the Strata Lots in the Development ("**Caretaker's Suite**") will be designated for use by the caretaker of the strata corporation, which is intended to be a two bedroom Strata Lot on the second floor. The Developer will sell the Caretaker's Suite to the Strata Corporation for the sum of \$485,000.00, plus applicable federal and provincial sales and goods and services taxes (and any other taxes replacing or supplementing same), and will cause the Strata Corporation to acquire the Caretaker's Suite on these and the following terms. To finance the purchase of the Caretaker's Suite, the Strata Corporation will grant a first mortgage to an institutional lender securing the whole or portion of the principal sum for a probable term of five years, with a per annum interest rate equivalent to the average of the respective rates for five year closed residential mortgages published by the five largest Canadian chartered banks (in assets) as



the date of completion of the purchase and sale of the Caretaker's Suite, amortized over 20 years, and, if only a portion of the principal sum is so secured, it is intended that the Strata Corporation will also grant a second mortgage to another institutional lender, or the Developer or its nominee, securing the balance of the principal sum, plus all costs relating to the purchase of the Caretaker's Suite, including, without limitation property transfer tax and legal fees and disbursements, for a probable term of three years, with interest and then current market rate per annum for second mortgages of residential property, amortized over 20 years. Such mortgage(s) will be registered against title to the Caretaker's Suite. Any such mortgage may also be secured by an assignment of rents from the Caretaker's Suite. In the event that the Developer is unable to arrange financing of the purchase of the Caretaker's Suite on behalf of the Strata Corporation from an institutional lender, the Developer may provide such financing on the terms and with the security contemplated herein.

(d) *Smoking Prohibition*

The initial bylaws of the Strata Corporation will include a bylaw that prohibits smoking within the Strata Lots, on the common property and limited common property and within 7.5 meters of any entry, outdoor air intakes and operable windows (see Bylaw 8.1 set out in Exhibit D).

(e) *Access to Strata Lots*

In accordance with the provisions of the *Strata Property Act* (British Columbia) and the bylaws of the Strata Corporation, persons authorized by the Strata Corporation will be required, on occasion, to enter the Strata Lot in order to gain access to the exterior of the building, including but not limited to balconies, for certain purposes, including but not limited to the cleaning of the exterior windows of the Development and obtaining access to any equipment or installations on the exterior of the Development.

(f) *Environmental Monitoring*

Ongoing monitoring of the condition of the soil on the Lands is required by the City to be done by the Developer pursuant to the proposed encumbrances. The Strata Corporation will be responsible for the ongoing costs, if any, and obligations with respect to the monitoring of the Lands, as may be required from time to time. The estimated costs associated with these arrangements are included in the interim budget for the Strata Corporation attached as Exhibit C to this Disclosure Statement.

(g) *Public Art*

The public art installation required by the City to be installed by the Developer under the proposed encumbrances will be located on the Common Property of the Development. The Strata Corporation will be responsible for the ongoing obligations regarding maintenance, repair, insurance and replacement of the public art installation as set out in the proposed encumbrances, however the costs



will be shared between all of the strata corporations comprising The Creek. The estimated costs associated with these arrangements are included in the interim budget for the Strata Coporation attached as Exhibit C to this Disclosure Statement.

(h) *Cost Sharing Agreement*

The Strata Coporation will be party to an agreement (the “**Cost Sharing Agreement**”) with the City and with the strata corporations of the balance of the Creek Developments substantially in the form attached hereto as Exhibit N in respect of the allocation of costs (the “**Costs**”) incurred in the management, operation, maintenance, repair, replacement and insuring of certain shared roadways, walkways, landscaping, lighting and other facilities that will form part of The Creek. A management committee comprised of a representative from each strata corporation forming part of the Creek Developments and a representative from the City Building will prepare a monthly budget allocating the Costs to each Creek Development and the City Building based on the formulae for sharing Costs contained within the Cost Sharing Agreement. The Strata Corporation’s share of the Costs are included in the estimated budget of operating expenses set out in Schedule C hereof, to the extent that such costs are known at this time. The terms of the Cost Sharing Agreement may be included in certain of the proposed encumbrances described in section 4.4 hereof.

(i) *Concierge*

Prior to the completion of the Development, the Developer will obtain concierge services for the Development. It is anticipated that concierge services will be provided approximately 12 hours a day, seven days per week or as determined by the Strata Corporation. The Developer will, in its discretion, either enter into a contract with a company providing such service or will hire such individuals directly, or some combination thereof. This contract will be assigned by the Developer to the Strata Corporation and the cost of the concierge services will be prorated amongst the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments. The anticipated cost is included in the estimated budget of operating expenses set out in Schedule C hereof.

(j) *Zero Waste Plan*

In accordance with the City’s Sustainable Large Development Strategy, the Development is required to implement a Zero Waste Plan which is intended to foster ongoing waste reduction and increased diversion of products and materials through re-use, composting and recycling. To facilitate the Development’s Zero Waste Plan, the Development will include a garbage and recycling room with a layout to encourage and support sorting and recycling of a variety of recyclable materials. The Development is also intended to include composting bins available to the residents of the Development in appropriate locations on the common property. An engagement program will be offered by the Strata Corporation to provide information on composting and recycling highlighting the infrastructure



in place within suites and throughout the Development, and provide composting and recycling tips and suggestions.

The Zero Waste Plan requires a one-time report to be submitted to the City within 18 months of the completion of the Development outlining the implementation of the Zero Waste Plan, including types and quantities of waste diverted, quantity of waste disposed, names and locations of the recycling processing facilities used, description of on-site re-use programs, description of annual education initiatives undertaken, summary of initiatives to reduce greenhouse gas emissions and a summary of other initiatives undertaken to facilitate zero waste on the Development.

The Strata Corporation will be responsible for implementing the Zero Waste Plan for the Development, the costs of which will be allocated to the Strata Lots based on their Unit Entitlement and are included in the interim budget attached as Exhibit C to this Disclosure Statement.



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CONCERT REAL ESTATE CORPORATION

Per: Brian McCauley  
Brian McCauley, President

**THE DIRECTORS OF THE DEVELOPER**

<u>Garnet Andrews</u> Garnet Andrews	<u>Leif Hansen</u> Leif Hansen	<u>David R. Podmore</u> David R. Podmore
<u>Walter Canta</u> Walter Canta	<u>Ivan Limpright</u> Ivan Limpright	<u>Lee Riggs</u> Lee Riggs
<u>Robert Matters</u> Robert Matters	<u>Kent Elliott</u> Kent Elliott	<u>Brian McCauley</u> Brian McCauley
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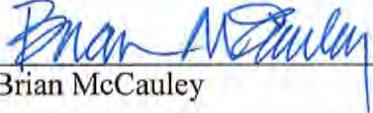
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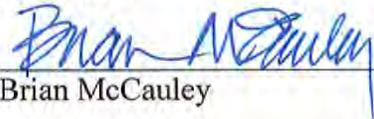
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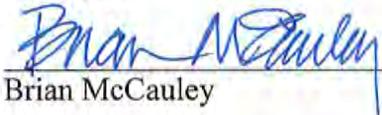
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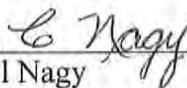
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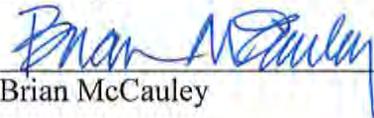
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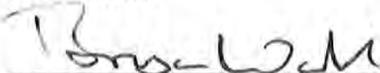
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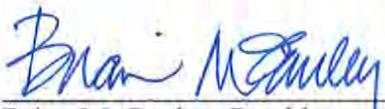
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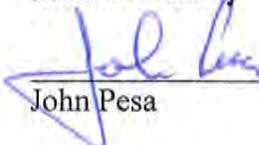
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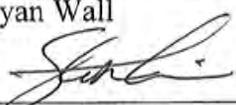
  
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Vincent Lukacs





## EXHIBITS TO DISCLOSURE STATEMENT

- A. Preliminary Plan
- B. Schedule of Unit Entitlement
- C. Interim Budget of Strata Corporation and Monthly Assessments
- D. Form Y – Notice of Different Bylaws
- E. Parking/Storage Facility Lease
- F. Form J – Rental Disclosure Statement
- G. Form of New Home Warranty Insurance Certificate
- H. Form of Management Agreement
- I. Form of Purchase Agreement
- J. The Creek Site Plan
- K-1 Subdivision Plan (Lot 307)
- K-2 Subdivision Plan (Lot 345, Lot 1 and Lot 5)
- L. Plan EPP46206
- M. Plan EPP46207
- N. Form of Cost Sharing Agreement



EXHIBIT A

PROPOSED STRATA PLAN OF  
LOT 354 FALSE CREEK GROUP 1  
NWD PLAN EPP46205

SHEET 1 OF 16 SHEETS

B.C.G.S. 92G.025  
CITY OF VANCOUVER

SCALE 1:500



STRATA PLAN EPS\_\_\_\_\_

FOR DISCLOSURE PURPOSES ONLY

**LEGEND:**

ALL DIMENSIONS ARE METRIC.

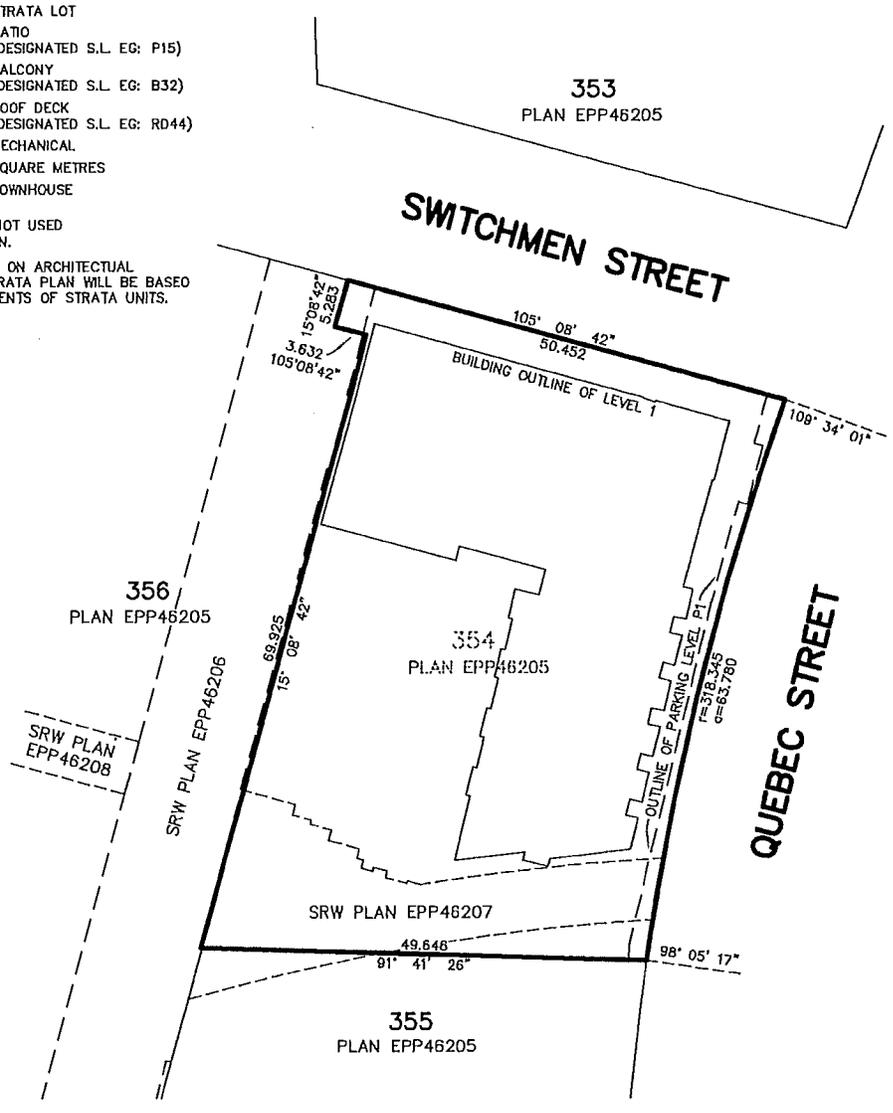
- C.P. INDICATES COMMON PROPERTY
- L.C.P. INDICATES LIMITED COMMON PROPERTY
- PT. INDICATES PART
- S.L. INDICATES STRATA LOT
- P INDICATES PATIO  
(L.C.P. FOR DESIGNATED S.L. EG: P15)
- B INDICATES BALCONY  
(L.C.P. FOR DESIGNATED S.L. EG: B32)
- RD INDICATES ROOF DECK  
(L.C.P. FOR DESIGNATED S.L. EG: RD44)
- M INDICATES MECHANICAL
- m<sup>2</sup> INDICATES SQUARE METRES
- TH INDICATES TOWNHOUSE

THE 13th LEVEL IS NOT USED  
IN THIS STRATA PLAN.

THIS PLAN IS BASED ON ARCHITECTURAL  
DRAWINGS. FINAL STRATA PLAN WILL BE BASED  
ON FIELD MEASUREMENTS OF STRATA UNITS.

**CIVIC ADDRESS:**

1661 QUEBEC STREET  
VANCOUVER, B.C.



**MATSON PECK & TOPLISS**  
SURVEYORS & ENGINEERS

#320 - 11120 HORSESHOE WAY  
RICHMOND, B.C.  
V7A 5H7  
PH: 604.270.9331  
FAX: 604.270.4137  
CADFILE: 16716-P1

**NOTE:**

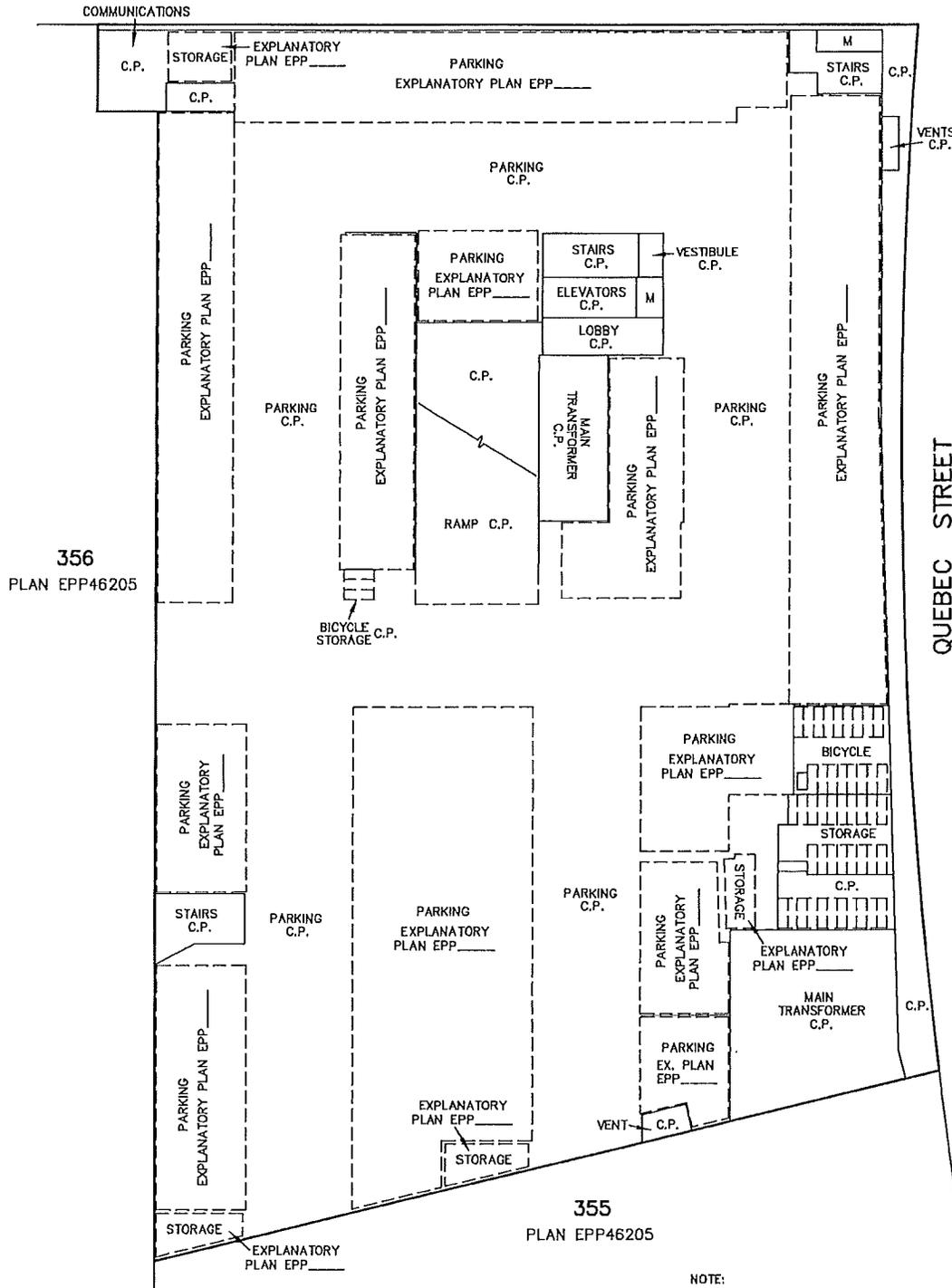
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- 1) THE OUTSIDE FACE OF THE STRATA LOT EXTERIOR WALLS.
- 2) THE CENTRELINE OF COMMON WALLS BETWEEN STRATA LOTS.
- 3) 0.15 METRES BEYOND THE INSIDE FACE OF CONCRETE BUILDING CORE WALLS.



STRATA PLAN EPS \_\_\_\_\_  
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SWITCHMEN STREET



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 CADFILE: 16716-P2

V-15-16716-P2-STRATA

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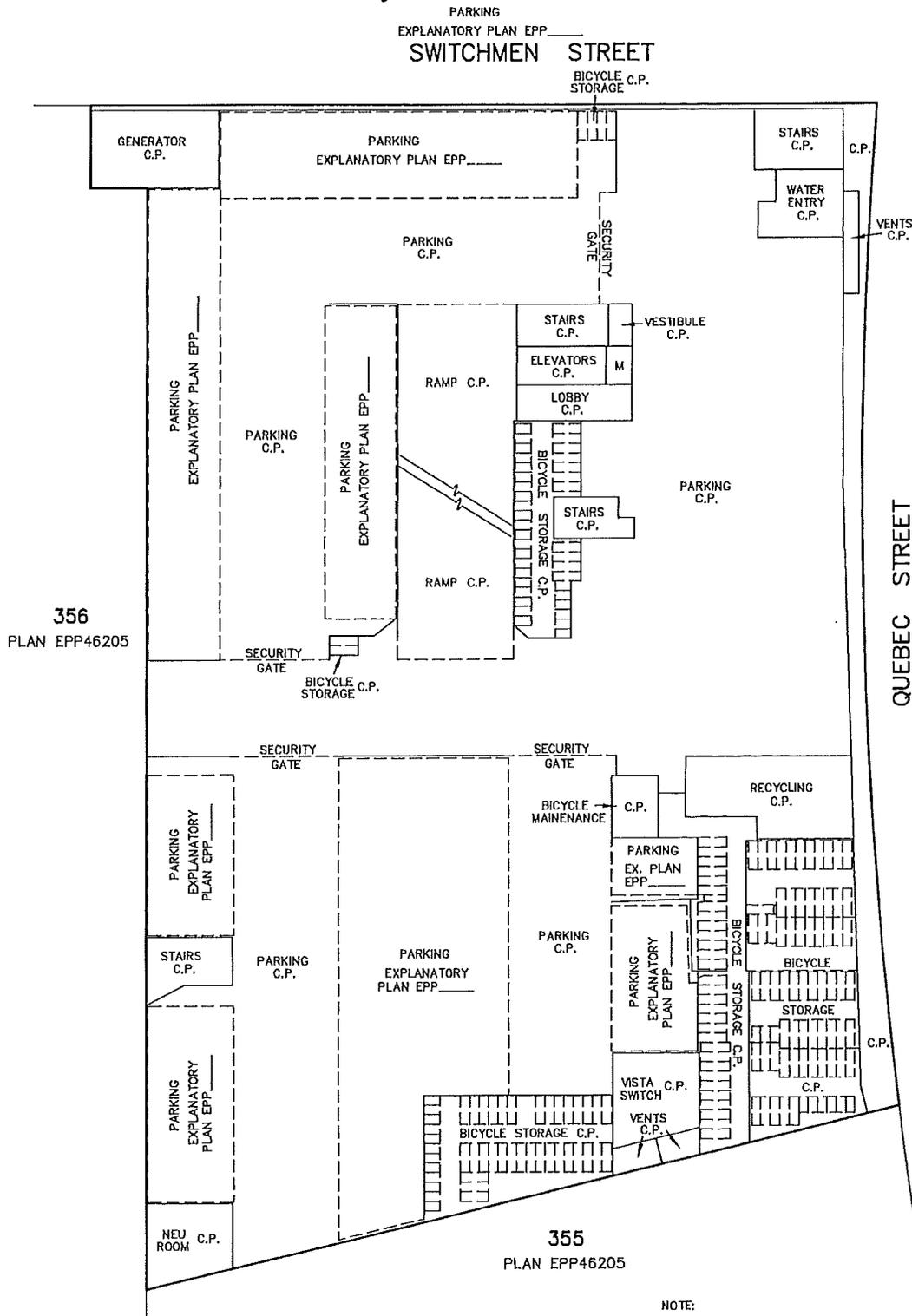
LEVEL P1

SHEET 3 OF 16 SHEETS

SCALE 1:250



STRATA PLAN EPS \_\_\_\_\_  
FOR DISCLOSURE PURPOSES ONLY



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 CADFILE: 16716-P2

V-15-16716-P2-STRATA

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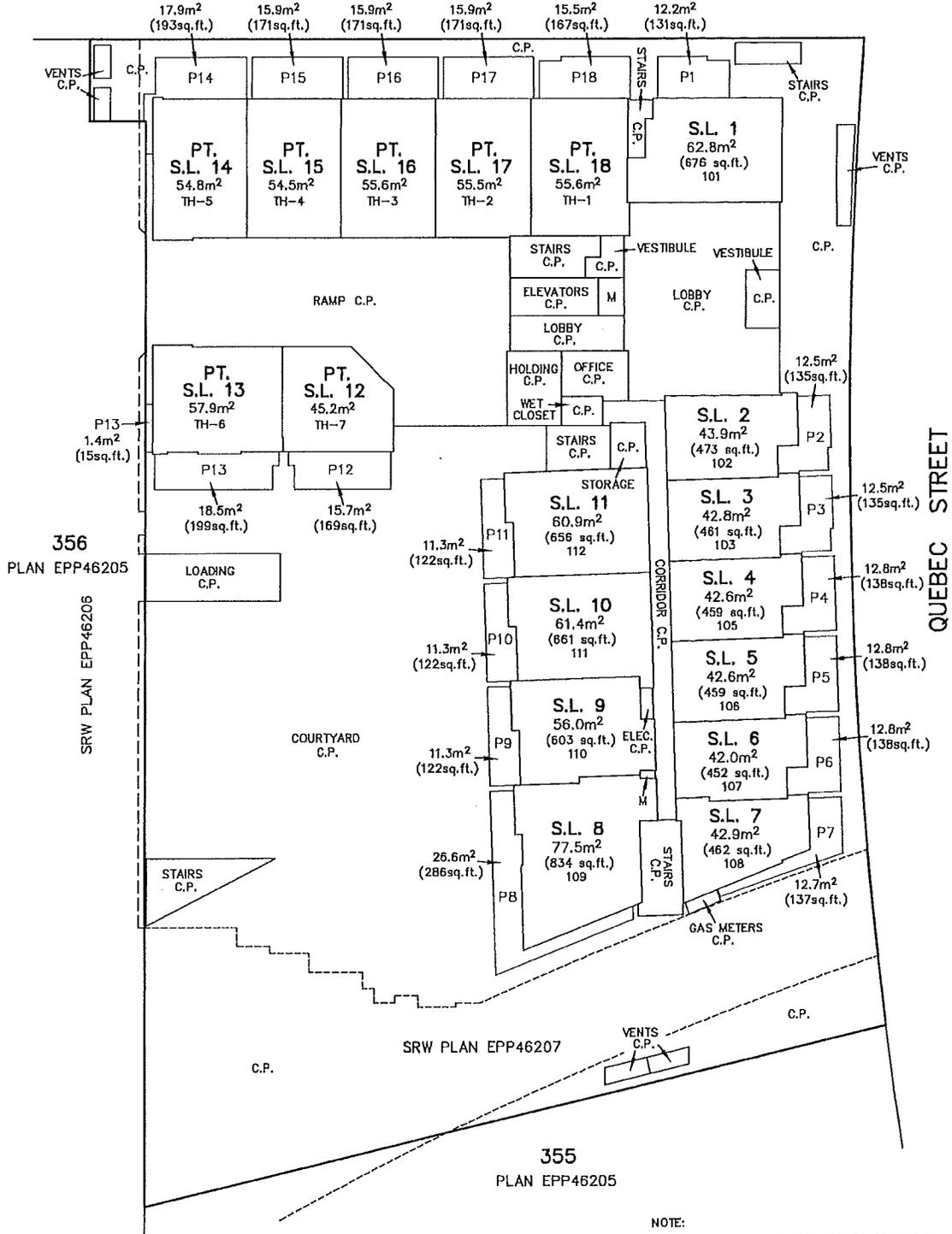
LEVEL 1

SCALE 1:250



STRATA PLAN EPS \_\_\_\_\_  
FOR DISCLOSURE PURPOSES ONLY

SWITCHMEN STREET



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 RICHMOND, B.C., V7A 5H7  
 CADFILE: 16716-P2

V-15-16716-P2-STRATA

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LEVEL 2

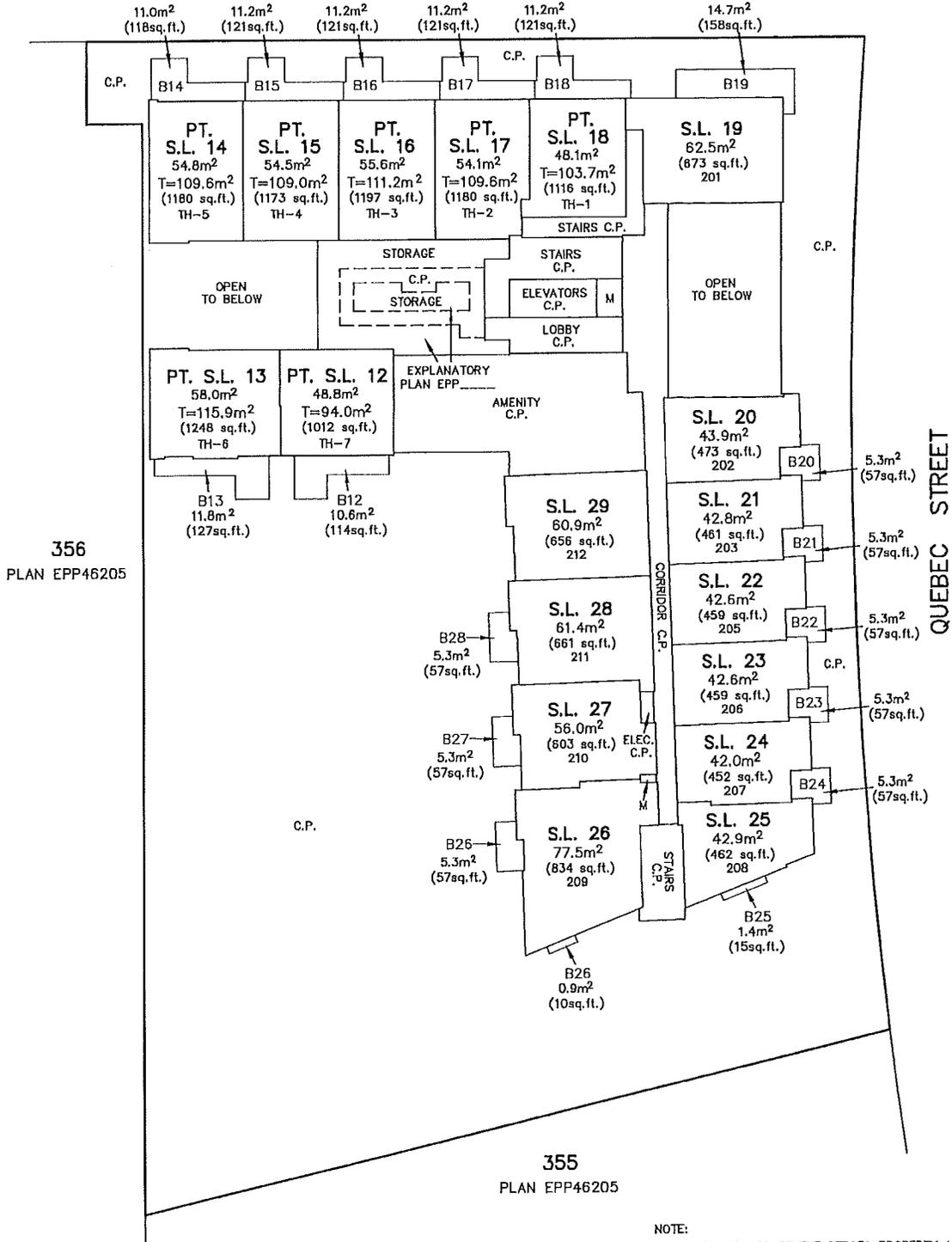
SHEET 5 OF 16 SHEETS

SCALE 1:250



STRATA PLAN EPS \_\_\_\_\_  
FOR DISCLOSURE PURPOSES ONLY

SWITCHMEN STREET



356  
PLAN EPP46205

355  
PLAN EPP46205

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RICHMOND, B.C., V7A 5H7  
CADFILE: 16716-P2

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V-15-16716-P2-STRATA



LEVEL 4

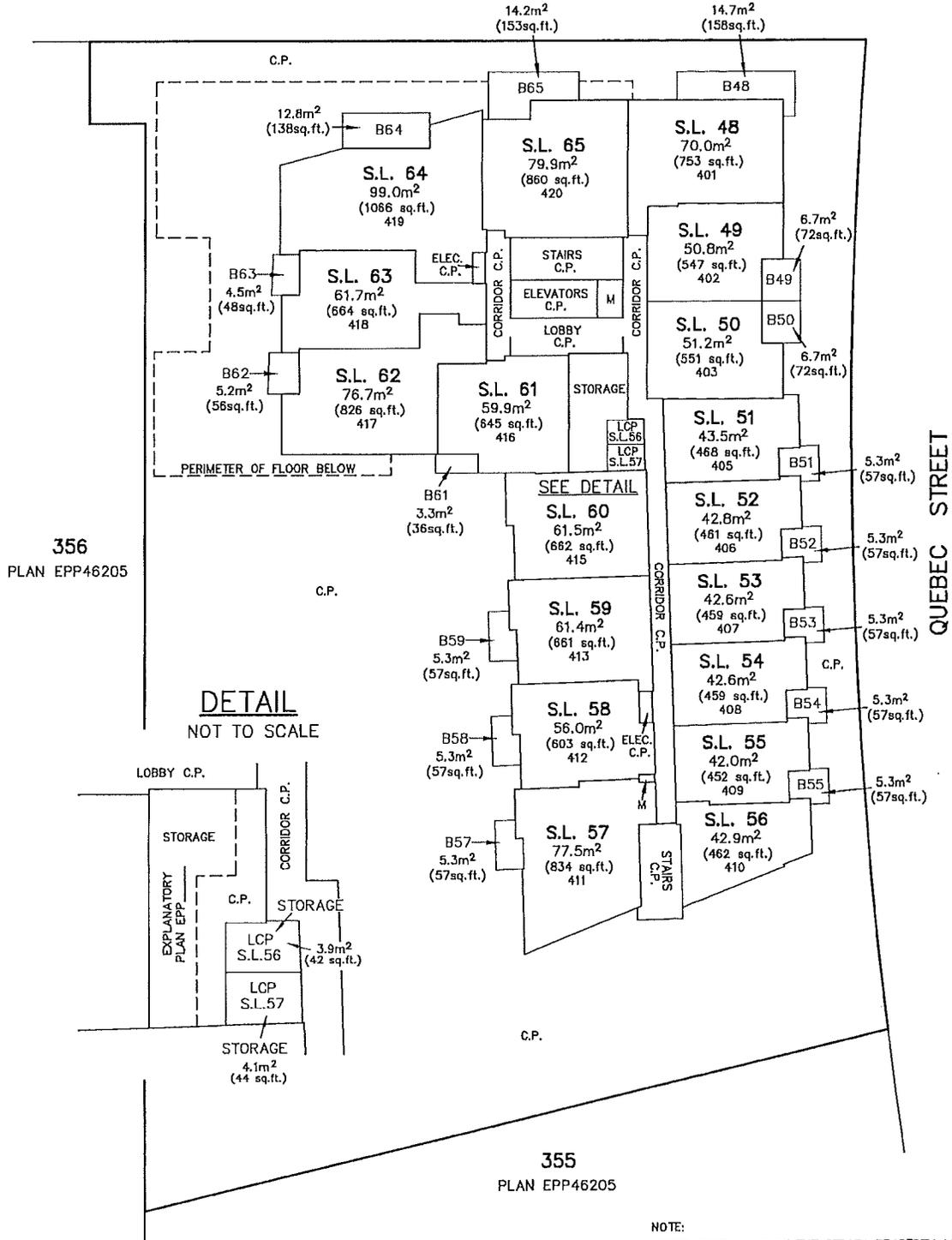
SHEET 7 OF 16 SHEETS

SCALE 1:250



STRATA PLAN EPS  
FOR DISCLOSURE PURPOSES ONLY

SWITCHMEN STREET



356  
PLAN EPP46205

**DETAIL**  
NOT TO SCALE

355  
PLAN EPP46205

QUEBEC STREET

**MATSON PECK & TOPLISS**  
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RICHMOND, B.C., V7A 5H7  
CADFILE: 16716-P2

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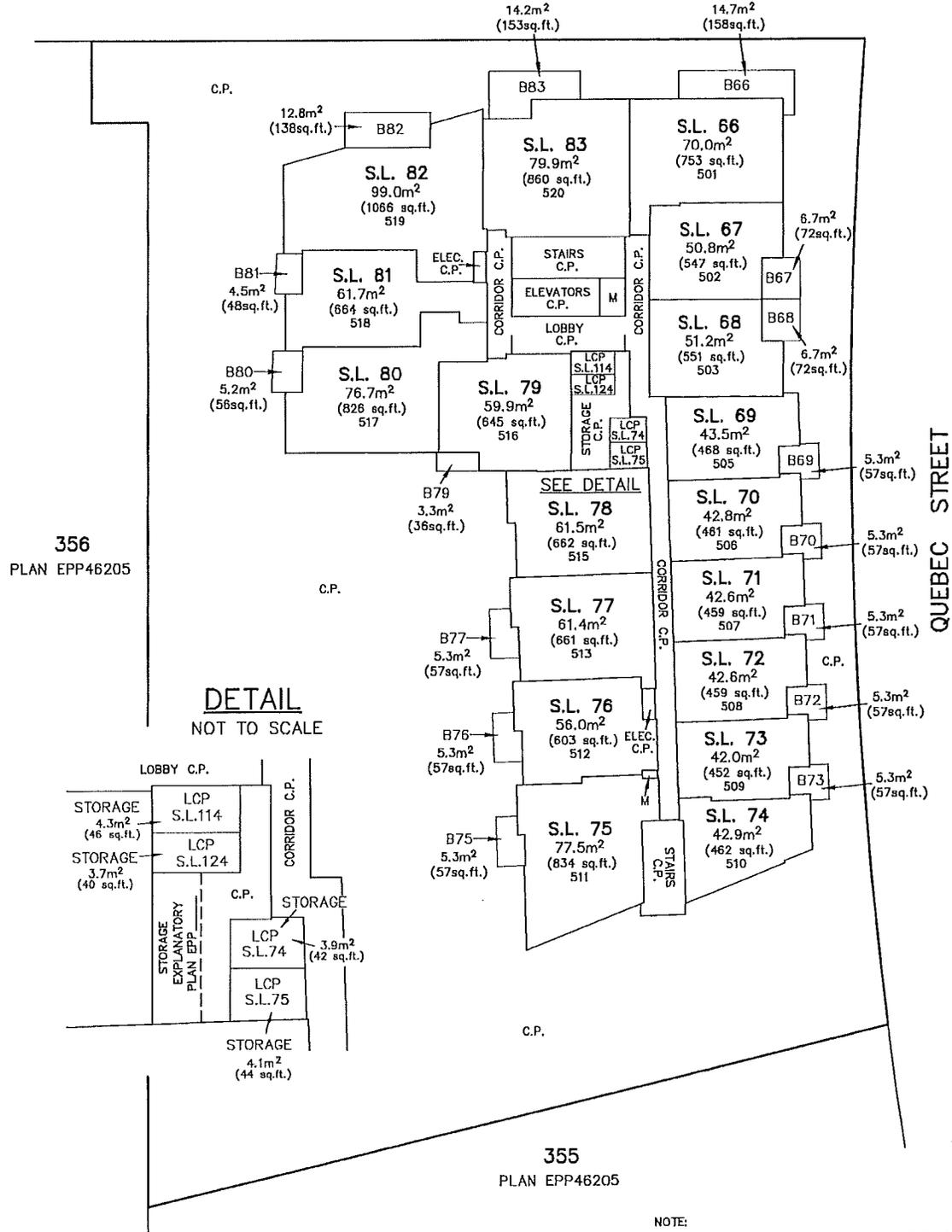
V-15-16716-P2-STRATA

SCALE 1:250



STRATA PLAN EPS \_\_\_\_\_  
FOR DISCLOSURE PURPOSES ONLY

SWITCHMEN STREET



356  
PLAN EPP46205

355  
PLAN EPP46205

**MATSON PECK & TOPLISS**  
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RICHMOND, B.C., V7A 5H7  
CADFILE: 16716-P2

V-15-16716-P2-STRATA

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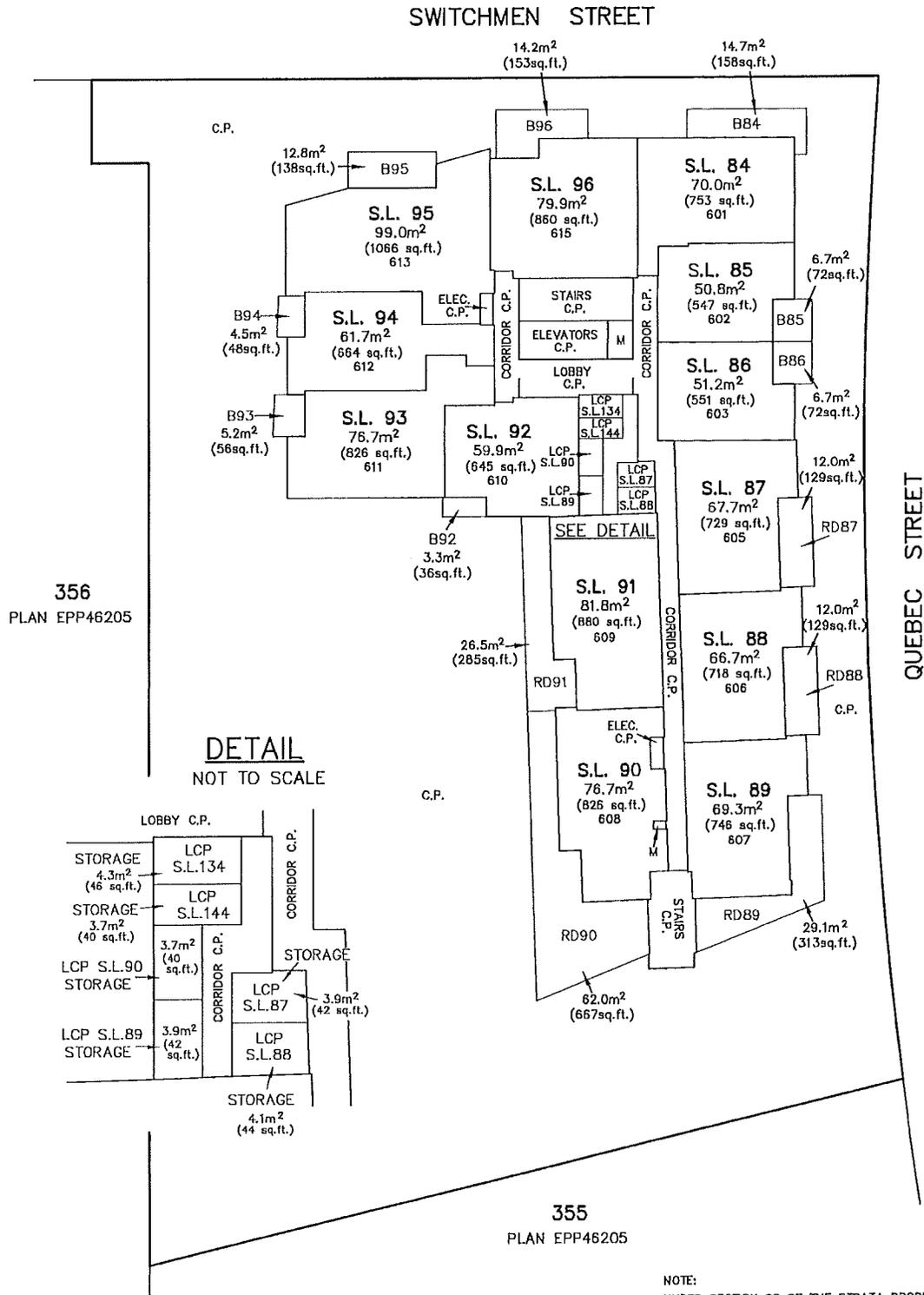
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- 2) THE CENTRELINE OF COMMON WALLS BETWEEN STRATA LOTS.
- 3) 0.15 METRES BEYOND THE INSIDE FACE OF CONCRETE BUILDING CORE WALLS.

**LEVEL 6**

SCALE 1:250

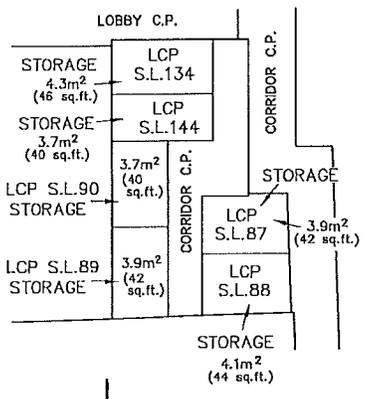


**STRATA PLAN EPS\_\_\_\_\_**  
**FOR DISCLOSURE PURPOSES ONLY**



**356**  
PLAN EPP46205

**DETAIL**  
NOT TO SCALE



**355**  
PLAN EPP46205

**MATSON PECK & TOPLISS**  
SURVEYORS & ENGINEERS  
#320 - 11120 HORSESHOE WAY  
RICHMOND, B.C., V7A 5H7  
CADFILE: 16716-P2

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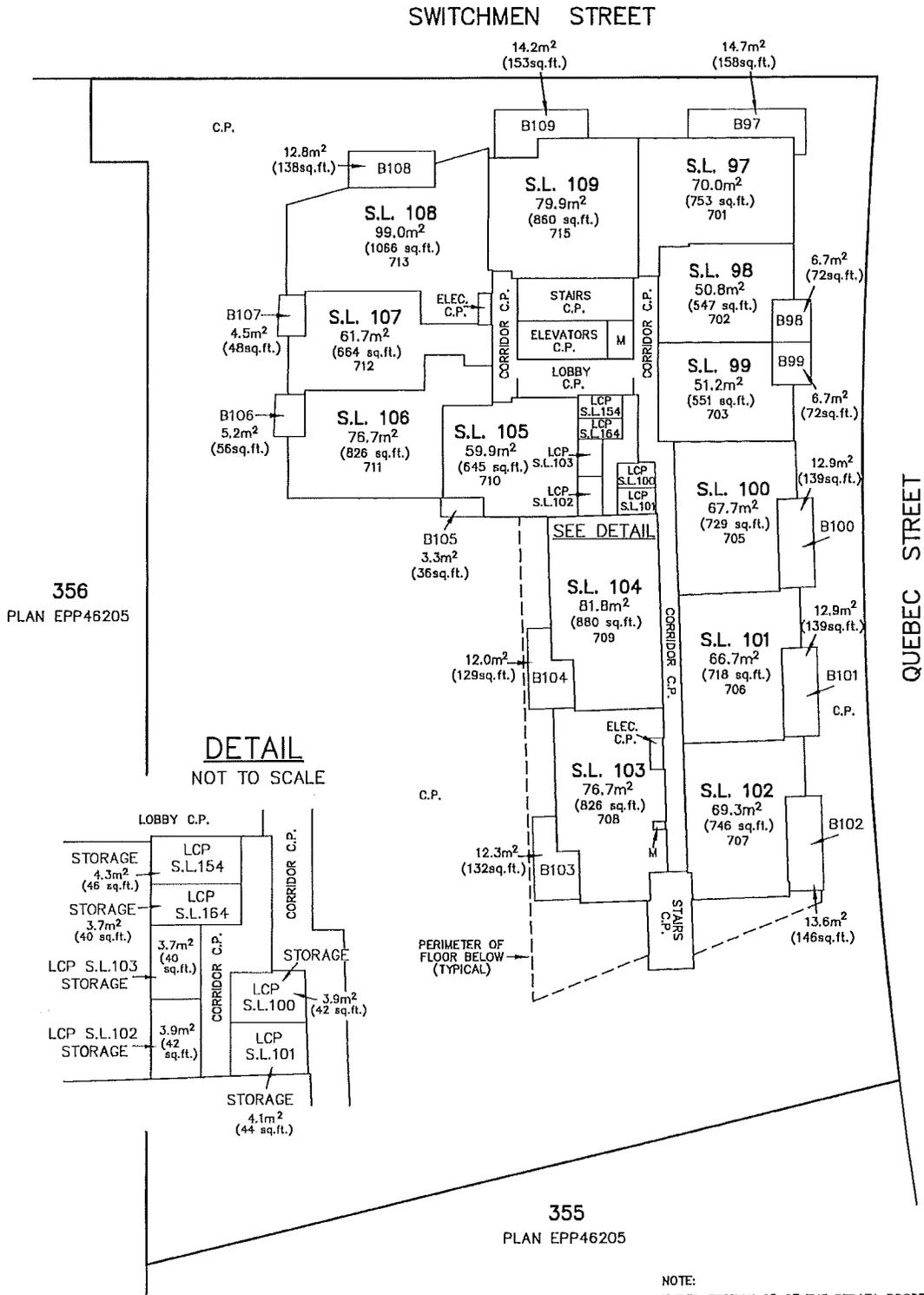
V-15-16716-P2-STRATA

**LEVEL 7**

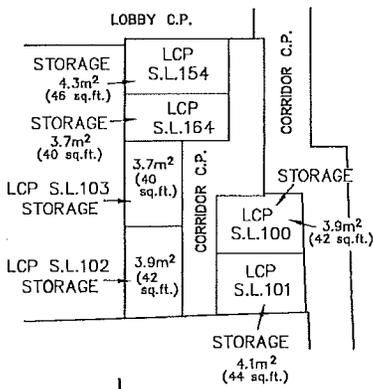
SCALE 1:250



STRATA PLAN EPS \_\_\_\_\_  
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**DETAIL**  
NOT TO SCALE



356  
PLAN EPP46205

355  
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SURVEYORS & ENGINEERS  
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RICHMOND, B.C., V7A 5H7  
CADFILE: 16716-P2

V-15-16716-P2-STRATA

LEVEL 8

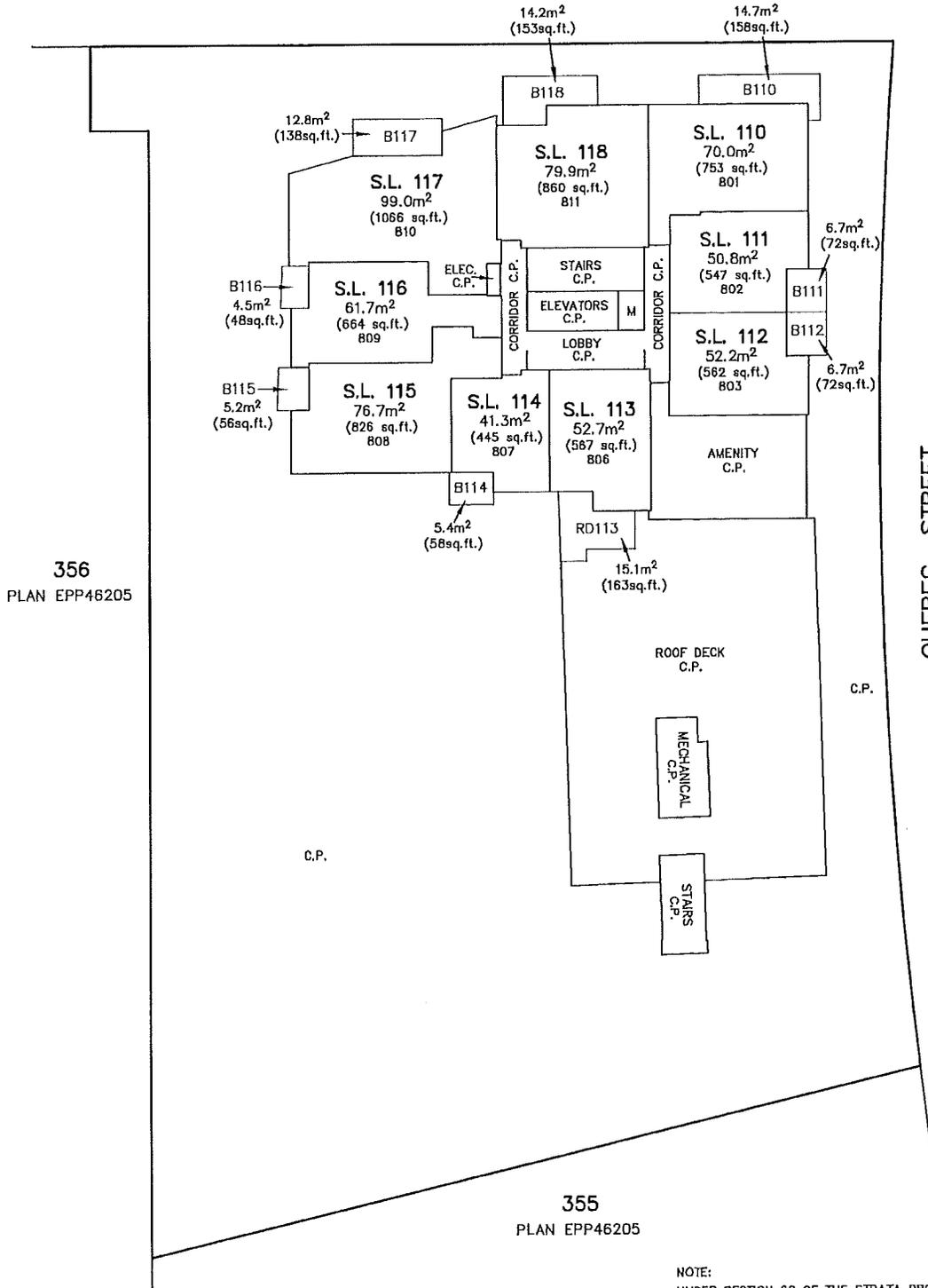
SHEET 11 OF 16 SHEETS

SCALE 1:250



STRATA PLAN EPS \_\_\_\_\_  
FOR DISCLOSURE PURPOSES ONLY

SWITCHMEN STREET



356  
PLAN EPP46205

355  
PLAN EPP46205

QUEBEC STREET

**MATSON PECK & TOPLISS**  
SURVEYORS & ENGINEERS  
#320 - 11120 HORSESHOE WAY  
RICHMOND, B.C., V7A 5H7  
CADFILE: 16716-P2

V-15-16716-P2-STRATA

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LEVEL 9

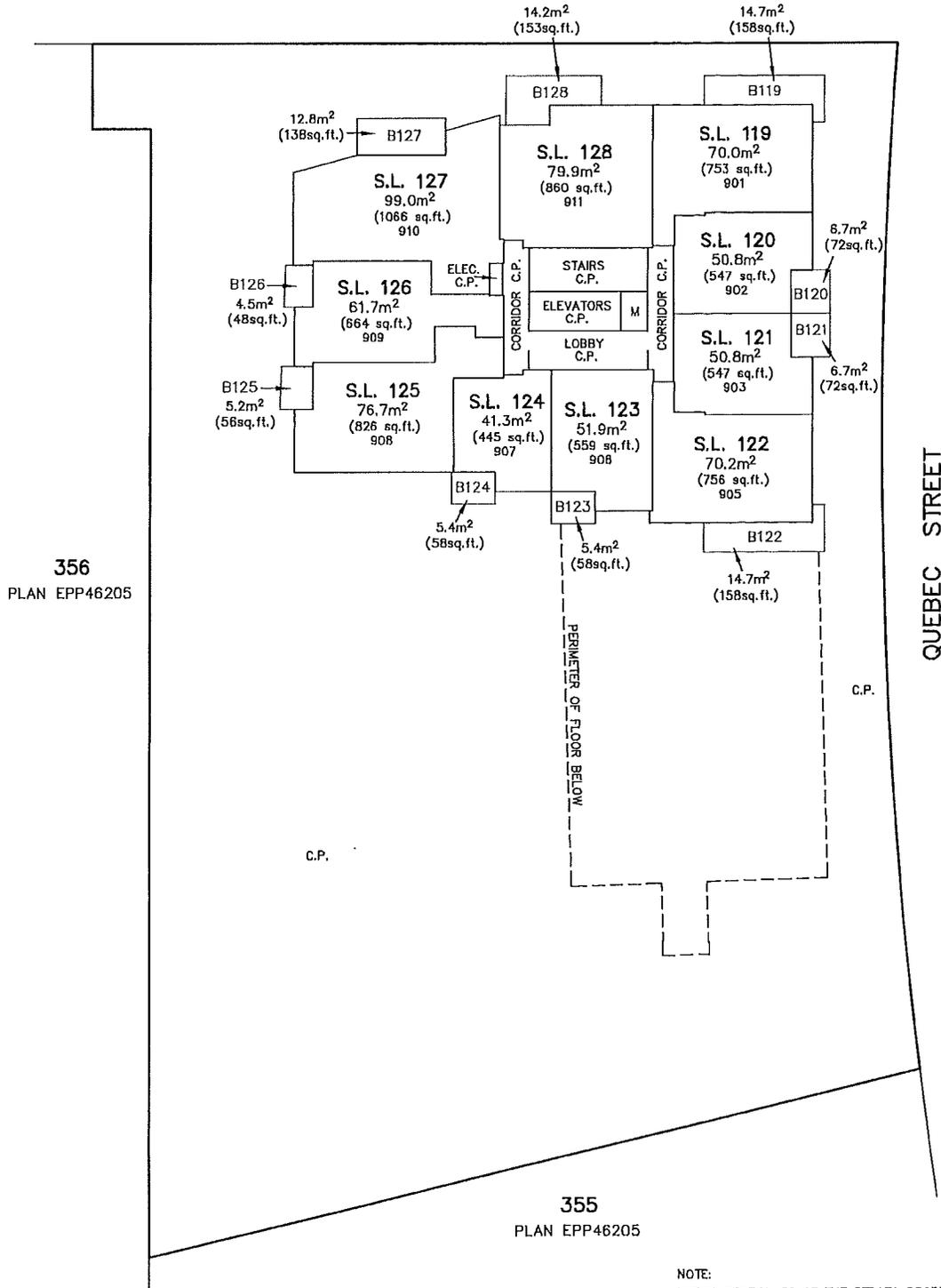
SHEET 12 OF 16 SHEETS

SCALE 1:250



STRATA PLAN EPS \_\_\_\_\_  
FOR DISCLOSURE PURPOSES ONLY

SWITCHMEN STREET



**MATSON PECK & TOPLISS**  
SURVEYORS & ENGINEERS  
#320 - 11120 HORSESHOE WAY  
RICHMOND, B.C., V7A 5H7  
CADFILE: 16716-P2

V-15-16716-P2-STRATA

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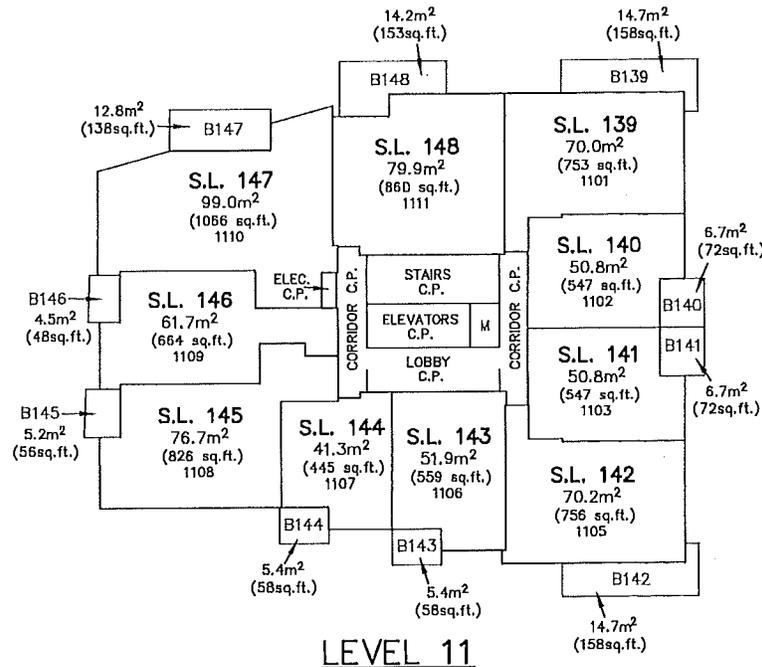
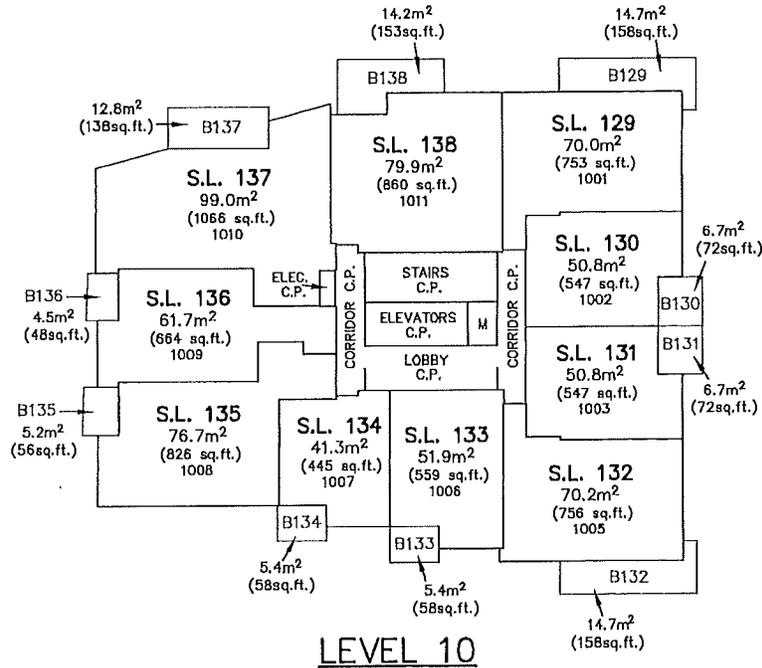
FLOOR PLANS

SHEET 13 OF 16 SHEETS

SCALE 1:250



STRATA PLAN EPS \_\_\_\_\_  
FOR DISCLOSURE PURPOSES ONLY



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**MATSON PECK & TOPLISS**  
SURVEYORS & ENGINEERS  
#320 - 11120 HORSESHOE WAY  
RICHMOND, B.C., V7A 5H7  
CADFILE: 16716-P2

V-15-16716-P2-STRATA



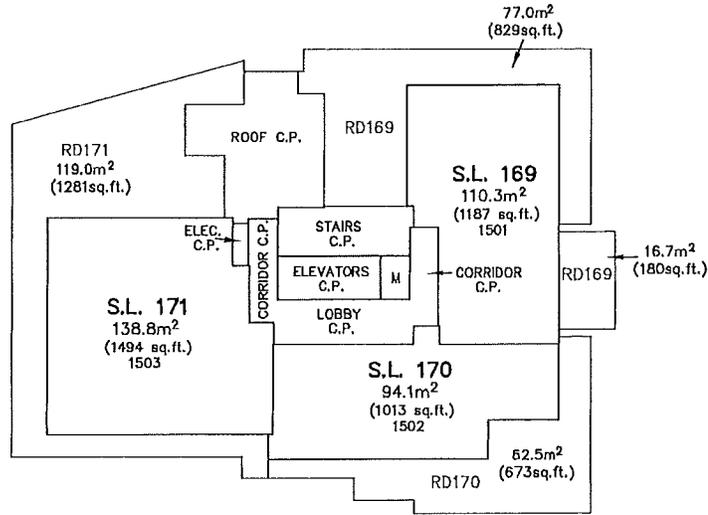
**FLOOR PLANS**

SHEET 15 OF 16 SHEETS

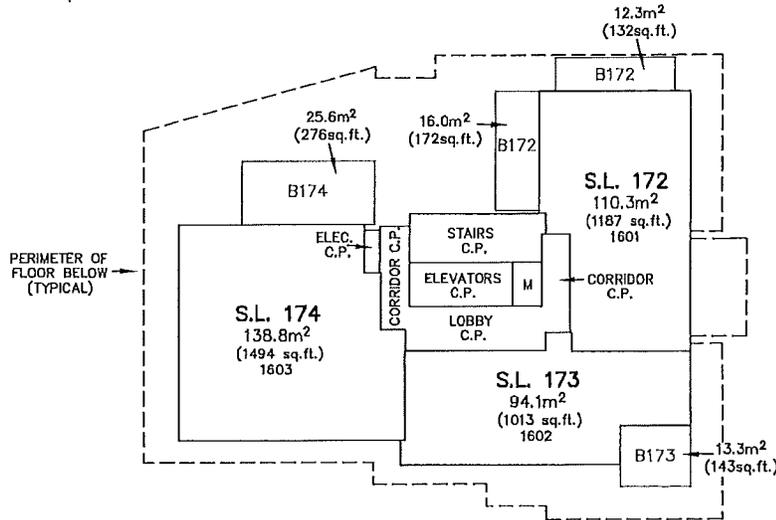
SCALE 1:250



**STRATA PLAN EPS \_\_\_\_\_  
FOR DISCLOSURE PURPOSES ONLY**



**LEVEL 15**



**LEVEL 16**

**MATSON PECK & TOPLISS**  
SURVEYORS & ENGINEERS  
#320 - 11120 HORSESHOE WAY  
RICHMOND, B.C., V7A 5H7  
CADFILE: 16716-P2

V-15-16716-P2-STRATA

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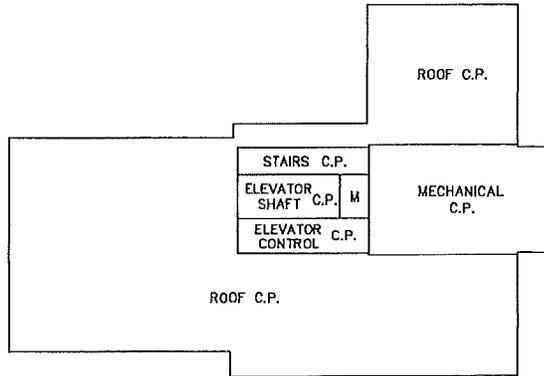
FLOOR PLANS

SHEET 16 OF 16 SHEETS

SCALE 1:250



STRATA PLAN EPS \_\_\_\_\_  
FOR DISCLOSURE PURPOSES ONLY



MECHANICAL

**MATSON PECK & TOPLISS**  
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EXHIBIT B

Concert Properties  
1661 Quebec St. Vancouver

PROPOSED UNIT ENTITLEMENT

MPT Job No. 16716\_Rev01

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement
1	4	62.8	63	0.55%
2	4	43.9	44	0.39%
3	4	42.8	43	0.38%
4	4	42.6	43	0.38%
5	4	42.6	43	0.38%
6	4	42.0	42	0.37%
7	4	42.9	43	0.38%
8	4	77.5	78	0.68%
9	4	56.0	56	0.49%
10	4	61.4	61	0.53%
11	4	60.9	61	0.53%
12	4&5	94.0	94	0.82%
13	4&5	115.9	116	1.02%
14	4&5	109.6	110	0.96%
15	4&5	109.0	109	0.95%
16	4&5	111.2	111	0.97%
17	4&5	109.6	110	0.96%
18	4&5	103.7	104	0.91%
19	5	62.5	63	0.55%
20	5	43.9	44	0.39%
21	5	42.8	43	0.38%
22	5	42.6	43	0.38%
23	5	42.6	43	0.38%
24	5	42.0	42	0.37%
25	5	42.9	43	0.38%
26	5	77.5	78	0.68%
27	5	56.0	56	0.49%
28	5	61.4	61	0.53%
29	5	60.9	61	0.53%
30	6	70.0	70	0.61%
31	6	50.8	51	0.45%
32	6	51.2	51	0.45%
33	6	43.5	44	0.39%
34	6	42.8	43	0.38%
35	6	42.6	43	0.38%
36	6	42.6	43	0.38%
37	6	42.0	42	0.37%
38	6	42.9	43	0.38%
39	6	77.5	78	0.68%
40	6	56.0	56	0.49%
41	6	61.4	61	0.53%
42	6	61.5	62	0.54%
43	6	59.9	60	0.53%
44	6	76.7	77	0.67%
45	6	61.7	62	0.54%



Strata Lot No.	Sheet No.	Habitable Area In m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement
46	6	99.0	99	0.87%
47	6	79.9	80	0.70%
48	7	70.0	70	0.61%
49	7	50.8	51	0.45%
50	7	51.2	51	0.45%
51	7	43.5	44	0.39%
52	7	42.8	43	0.38%
53	7	42.6	43	0.38%
54	7	42.6	43	0.38%
55	7	42.0	42	0.37%
56	7	42.9	43	0.38%
57	7	77.5	78	0.68%
58	7	56.0	56	0.49%
59	7	61.4	61	0.53%
60	7	61.5	62	0.54%
61	7	59.9	60	0.53%
62	7	76.7	77	0.67%
63	7	61.7	62	0.54%
64	7	99.0	99	0.87%
65	7	79.9	80	0.70%
66	8	70.0	70	0.61%
67	8	50.8	51	0.45%
68	8	51.2	51	0.45%
69	8	43.5	44	0.39%
70	8	42.8	43	0.38%
71	8	42.6	43	0.38%
72	8	42.6	43	0.38%
73	8	42.0	42	0.37%
74	8	42.9	43	0.38%
75	8	77.5	78	0.68%
76	8	56.0	56	0.49%
77	8	61.4	61	0.53%
78	8	61.5	62	0.54%
79	8	59.9	60	0.53%
80	8	76.7	77	0.67%
81	8	61.7	62	0.54%
82	8	99.0	99	0.87%
83	8	79.9	80	0.70%
84	9	70.0	70	0.61%
85	9	50.8	51	0.45%
86	9	51.2	51	0.45%
87	9	67.7	68	0.60%
88	9	66.7	67	0.59%
89	9	69.3	69	0.60%
90	9	76.7	77	0.67%



Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement
91	9	81.8	82	0.72%
92	9	59.9	60	0.53%
93	9	76.7	77	0.67%
94	9	61.7	62	0.54%
95	9	99.0	99	0.87%
96	9	79.9	80	0.70%
97	10	70.0	70	0.61%
98	10	50.8	51	0.45%
99	10	51.2	51	0.45%
100	10	67.7	68	0.60%
101	10	66.7	67	0.59%
102	10	69.3	69	0.60%
103	10	76.7	77	0.67%
104	10	81.8	82	0.72%
105	10	59.9	60	0.53%
106	10	76.7	77	0.67%
107	10	61.7	62	0.54%
108	10	99.0	99	0.87%
109	10	79.9	80	0.70%
110	11	70.0	70	0.61%
111	11	50.8	51	0.45%
112	11	52.2	52	0.46%
113	11	52.7	53	0.46%
114	11	41.3	41	0.36%
115	11	76.7	77	0.67%
116	11	61.7	62	0.54%
117	11	99.0	99	0.87%
118	11	79.9	80	0.70%
119	12	70.0	70	0.61%
120	12	50.8	51	0.45%
121	12	50.8	51	0.45%
122	12	70.2	70	0.61%
123	12	51.9	52	0.46%
124	12	41.3	41	0.36%
125	12	76.7	77	0.67%
126	12	61.7	62	0.54%
127	12	99.0	99	0.87%
128	12	79.9	80	0.70%
129	13	70.0	70	0.61%
130	13	50.8	51	0.45%
131	13	50.8	51	0.45%
132	13	70.2	70	0.61%
133	13	51.9	52	0.46%
134	13	41.3	41	0.36%
135	13	76.7	77	0.67%



Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement
136	13	61.7	62	0.54%
137	13	99.0	99	0.87%
138	13	79.9	80	0.70%
139	13	70.0	70	0.61%
140	13	50.8	51	0.45%
141	13	50.8	51	0.45%
142	13	70.2	70	0.61%
143	13	51.9	52	0.46%
144	13	41.3	41	0.36%
145	13	76.7	77	0.67%
146	13	61.7	62	0.54%
147	13	99.0	99	0.87%
148	13	79.9	80	0.70%
149	14	70.0	70	0.61%
150	14	50.8	51	0.45%
151	14	50.8	51	0.45%
152	14	70.2	70	0.61%
153	14	51.9	52	0.46%
154	14	41.3	41	0.36%
155	14	76.7	77	0.67%
156	14	61.7	62	0.54%
157	14	99.0	99	0.87%
158	14	79.9	80	0.70%
159	14	70.0	70	0.61%
160	14	50.8	51	0.45%
161	14	50.8	51	0.45%
162	14	70.2	70	0.61%
163	14	51.9	52	0.46%
164	14	41.3	41	0.36%
165	14	76.7	77	0.67%
166	14	61.7	62	0.54%
167	14	99.0	99	0.87%
168	14	79.9	80	0.70%
169	15	110.3	110	0.96%
170	15	94.1	94	0.82%
171	15	138.8	139	1.22%
172	15	110.3	110	0.96%
173	15	94.1	94	0.82%
174	15	138.8	139	1.22%
<b>Total number of strata lots:</b> <b>174</b>			<b>Total Unit Entitlement:</b> <b>11465</b>	

\* expression of percentage is for informational purposes only and has no legal effect



EXHIBIT C

<b>Voda at the Creek Interim Budget of Strata Corporation</b>	
	Strata
<b>Revenue</b>	
Rent Recovery	\$15,000.00
Condo Fees	\$614,768.24
CRF Contributions	\$40,488.41
Thermal Energy Recovery	\$180,000.00
<b>Total Revenue</b>	<b>\$850,256.65</b>
<b>Operating Expenses</b>	
Insurance	\$103,000.00
Management Fees	\$57,000.00
Legal and Accounting Fees	\$2,000.00
Office Charges and Supplies	\$5,000.00
Telephone	\$2,500.00
Shared Common Amenities	\$15,192.24
Condo Fee-Manager's suite	\$3,830.00
Wages Caretaker	\$55,000.00
Payroll Costs	\$6,600.00
Concierge Contract	\$100,000.00
Electricity	\$40,000.00
Water & Sewer	\$34,800.00
Thermal Heating SEFC NEU	\$155,000.00
Waste Removal/Organics	\$25,000.00
Elevator	\$19,000.00
Janitorial Contract	\$26,000.00
HVAC Contract	\$23,000.00
Landscaping Contract	\$22,000.00
Monitoring	\$6,240.00
Emergency Generator	\$2,300.00
Fire Service	\$6,000.00
Window Cleaning	\$10,000.00
Dryer Duct Cleaning	\$4,000.00
Carpet Cleaning	\$5,000.00
Cleaning/Lighting Supplies	\$4,000.00
Exterior R&M	\$8,700.00
Common Area R&M	\$17,500.00
Overhead Gates R & M	\$2,500.00
P.I.T. (Caretaker's Suite)	\$43,606.00
Miscellaneous	\$3,000.00
Licences & Dues	\$2,000.00
<b>Total Operating Expenses</b>	<b>\$809,768.24</b>
<b>Contingency Reserve Fund</b>	<b>\$40,488.41</b>
<b>Total Annual Costs</b>	<b>\$850,256.65</b>



**Voda at the Creek  
CONDO FEES**

<b>Strata Lot #</b>	<b>Unit Entitlement</b>	<b>Operating Contribution</b>	<b>CRF Contribution</b>	<b>New Fees</b>
1	63	\$ 281.51	\$ 18.54	\$ 300.05
2	44	\$ 196.61	\$ 12.95	\$ 209.56
3	43	\$ 192.14	\$ 12.65	\$ 204.80
4	43	\$ 192.14	\$ 12.65	\$ 204.80
5	43	\$ 192.14	\$ 12.65	\$ 204.80
6	42	\$ 187.67	\$ 12.36	\$ 200.03
7	43	\$ 192.14	\$ 12.65	\$ 204.80
8	78	\$ 348.54	\$ 22.95	\$ 371.49
9	56	\$ 250.23	\$ 16.48	\$ 266.71
10	61	\$ 272.57	\$ 17.95	\$ 290.53
11	61	\$ 272.57	\$ 17.95	\$ 290.53
12	94	\$ 420.03	\$ 27.66	\$ 447.70
13	116	\$ 518.34	\$ 34.14	\$ 552.48
14	110	\$ 491.53	\$ 32.37	\$ 523.90
15	109	\$ 487.06	\$ 32.08	\$ 519.14
16	111	\$ 496.00	\$ 32.67	\$ 528.66
17	110	\$ 491.53	\$ 32.37	\$ 523.90
18	104	\$ 464.72	\$ 30.61	\$ 495.32
19	63	\$ 281.51	\$ 18.54	\$ 300.05
20	44	\$ 196.61	\$ 12.95	\$ 209.56
21	43	\$ 192.14	\$ 12.65	\$ 204.80
22	43	\$ 192.14	\$ 12.65	\$ 204.80
23	43	\$ 192.14	\$ 12.65	\$ 204.80
24	42	\$ 187.67	\$ 12.36	\$ 200.03
25	43	\$ 192.14	\$ 12.65	\$ 204.80
26	78	\$ 348.54	\$ 22.95	\$ 371.49
27	56	\$ 250.23	\$ 16.48	\$ 266.71
28	61	\$ 272.57	\$ 17.95	\$ 290.53
29	61	\$ 272.57	\$ 17.95	\$ 290.53
30	70	\$ 312.79	\$ 20.60	\$ 333.39
31	51	\$ 227.89	\$ 15.01	\$ 242.90
32	51	\$ 227.89	\$ 15.01	\$ 242.90
33	44	\$ 196.61	\$ 12.95	\$ 209.56
34	43	\$ 192.14	\$ 12.65	\$ 204.80
35	43	\$ 192.14	\$ 12.65	\$ 204.80
36	43	\$ 192.14	\$ 12.65	\$ 204.80
37	42	\$ 187.67	\$ 12.36	\$ 200.03
38	43	\$ 192.14	\$ 12.65	\$ 204.80
39	78	\$ 348.54	\$ 22.95	\$ 371.49
40	56	\$ 250.23	\$ 16.48	\$ 266.71
41	61	\$ 272.57	\$ 17.95	\$ 290.53
42	62	\$ 277.04	\$ 18.25	\$ 295.29



43	60	\$ 268.11	\$ 17.66	\$ 285.76
44	77	\$ 344.07	\$ 22.66	\$ 366.73
45	62	\$ 277.04	\$ 18.25	\$ 295.29
46	99	\$ 442.38	\$ 29.13	\$ 471.51
47	80	\$ 357.48	\$ 23.54	\$ 381.02
48	70	\$ 312.79	\$ 20.60	\$ 333.39
49	51	\$ 227.89	\$ 15.01	\$ 242.90
50	51	\$ 227.89	\$ 15.01	\$ 242.90
51	44	\$ 196.61	\$ 12.95	\$ 209.56
52	43	\$ 192.14	\$ 12.65	\$ 204.80
53	43	\$ 192.14	\$ 12.65	\$ 204.80
54	43	\$ 192.14	\$ 12.65	\$ 204.80
55	42	\$ 187.67	\$ 12.36	\$ 200.03
56	43	\$ 192.14	\$ 12.65	\$ 204.80
57	78	\$ 348.54	\$ 22.95	\$ 371.49
58	56	\$ 250.23	\$ 16.48	\$ 266.71
59	61	\$ 272.57	\$ 17.95	\$ 290.53
60	62	\$ 277.04	\$ 18.25	\$ 295.29
61	60	\$ 268.11	\$ 17.66	\$ 285.76
62	77	\$ 344.07	\$ 22.66	\$ 366.73
63	62	\$ 277.04	\$ 18.25	\$ 295.29
64	99	\$ 442.38	\$ 29.13	\$ 471.51
65	80	\$ 357.48	\$ 23.54	\$ 381.02
66	70	\$ 312.79	\$ 20.60	\$ 333.39
67	51	\$ 227.89	\$ 15.01	\$ 242.90
68	51	\$ 227.89	\$ 15.01	\$ 242.90
69	44	\$ 196.61	\$ 12.95	\$ 209.56
70	43	\$ 192.14	\$ 12.65	\$ 204.80
71	43	\$ 192.14	\$ 12.65	\$ 204.80
72	43	\$ 192.14	\$ 12.65	\$ 204.80
73	42	\$ 187.67	\$ 12.36	\$ 200.03
74	43	\$ 192.14	\$ 12.65	\$ 204.80
75	78	\$ 348.54	\$ 22.95	\$ 371.49
76	56	\$ 250.23	\$ 16.48	\$ 266.71
77	61	\$ 272.57	\$ 17.95	\$ 290.53
78	62	\$ 277.04	\$ 18.25	\$ 295.29
79	60	\$ 268.11	\$ 17.66	\$ 285.76
80	77	\$ 344.07	\$ 22.66	\$ 366.73
81	62	\$ 277.04	\$ 18.25	\$ 295.29
82	99	\$ 442.38	\$ 29.13	\$ 471.51
83	80	\$ 357.48	\$ 23.54	\$ 381.02
84	70	\$ 312.79	\$ 20.60	\$ 333.39
85	51	\$ 227.89	\$ 15.01	\$ 242.90
86	51	\$ 227.89	\$ 15.01	\$ 242.90
87	68	\$ 303.85	\$ 20.01	\$ 323.87
88	67	\$ 299.39	\$ 19.72	\$ 319.10
89	69	\$ 308.32	\$ 20.31	\$ 328.63



90	77	\$ 344.07	\$ 22.66	\$ 366.73
91	82	\$ 366.41	\$ 24.13	\$ 390.54
92	60	\$ 268.11	\$ 17.66	\$ 285.76
93	77	\$ 344.07	\$ 22.66	\$ 366.73
94	62	\$ 277.04	\$ 18.25	\$ 295.29
95	99	\$ 442.38	\$ 29.13	\$ 471.51
96	80	\$ 357.48	\$ 23.54	\$ 381.02
97	70	\$ 312.79	\$ 20.60	\$ 333.39
98	51	\$ 227.89	\$ 15.01	\$ 242.90
99	51	\$ 227.89	\$ 15.01	\$ 242.90
100	68	\$ 303.85	\$ 20.01	\$ 323.87
101	67	\$ 299.39	\$ 19.72	\$ 319.10
102	69	\$ 308.32	\$ 20.31	\$ 328.63
103	77	\$ 344.07	\$ 22.66	\$ 366.73
104	82	\$ 366.41	\$ 24.13	\$ 390.54
105	60	\$ 268.11	\$ 17.66	\$ 285.76
106	77	\$ 344.07	\$ 22.66	\$ 366.73
107	62	\$ 277.04	\$ 18.25	\$ 295.29
108	99	\$ 442.38	\$ 29.13	\$ 471.51
109	80	\$ 357.48	\$ 23.54	\$ 381.02
110	70	\$ 312.79	\$ 20.60	\$ 333.39
111	51	\$ 227.89	\$ 15.01	\$ 242.90
112	52	\$ 232.36	\$ 15.30	\$ 247.66
113	53	\$ 236.83	\$ 15.60	\$ 252.42
114	41	\$ 183.21	\$ 12.07	\$ 195.27
115	77	\$ 344.07	\$ 22.66	\$ 366.73
116	62	\$ 277.04	\$ 18.25	\$ 295.29
117	99	\$ 442.38	\$ 29.13	\$ 471.51
118	80	\$ 357.48	\$ 23.54	\$ 381.02
119	70	\$ 312.79	\$ 20.60	\$ 333.39
120	51	\$ 227.89	\$ 15.01	\$ 242.90
121	51	\$ 227.89	\$ 15.01	\$ 242.90
122	70	\$ 312.79	\$ 20.60	\$ 333.39
123	52	\$ 232.36	\$ 15.30	\$ 247.66
124	41	\$ 183.21	\$ 12.07	\$ 195.27
125	77	\$ 344.07	\$ 22.66	\$ 366.73
126	62	\$ 277.04	\$ 18.25	\$ 295.29
127	99	\$ 442.38	\$ 29.13	\$ 471.51
128	80	\$ 357.48	\$ 23.54	\$ 381.02
129	70	\$ 312.79	\$ 20.60	\$ 333.39
130	51	\$ 227.89	\$ 15.01	\$ 242.90
131	51	\$ 227.89	\$ 15.01	\$ 242.90
132	70	\$ 312.79	\$ 20.60	\$ 333.39
133	52	\$ 232.36	\$ 15.30	\$ 247.66
134	41	\$ 183.21	\$ 12.07	\$ 195.27
135	77	\$ 344.07	\$ 22.66	\$ 366.73
136	62	\$ 277.04	\$ 18.25	\$ 295.29



137	99	\$ 442.38	\$ 29.13	\$ 471.51
138	80	\$ 357.48	\$ 23.54	\$ 381.02
139	70	\$ 312.79	\$ 20.60	\$ 333.39
140	51	\$ 227.89	\$ 15.01	\$ 242.90
141	51	\$ 227.89	\$ 15.01	\$ 242.90
142	70	\$ 312.79	\$ 20.60	\$ 333.39
143	52	\$ 232.36	\$ 15.30	\$ 247.66
144	41	\$ 183.21	\$ 12.07	\$ 195.27
145	77	\$ 344.07	\$ 22.66	\$ 366.73
146	62	\$ 277.04	\$ 18.25	\$ 295.29
147	99	\$ 442.38	\$ 29.13	\$ 471.51
148	80	\$ 357.48	\$ 23.54	\$ 381.02
149	70	\$ 312.79	\$ 20.60	\$ 333.39
150	51	\$ 227.89	\$ 15.01	\$ 242.90
151	51	\$ 227.89	\$ 15.01	\$ 242.90
152	70	\$ 312.79	\$ 20.60	\$ 333.39
153	52	\$ 232.36	\$ 15.30	\$ 247.66
154	41	\$ 183.21	\$ 12.07	\$ 195.27
155	77	\$ 344.07	\$ 22.66	\$ 366.73
156	62	\$ 277.04	\$ 18.25	\$ 295.29
157	99	\$ 442.38	\$ 29.13	\$ 471.51
158	80	\$ 357.48	\$ 23.54	\$ 381.02
159	70	\$ 312.79	\$ 20.60	\$ 333.39
160	51	\$ 227.89	\$ 15.01	\$ 242.90
161	51	\$ 227.89	\$ 15.01	\$ 242.90
162	70	\$ 312.79	\$ 20.60	\$ 333.39
163	52	\$ 232.36	\$ 15.30	\$ 247.66
164	41	\$ 183.21	\$ 12.07	\$ 195.27
165	77	\$ 344.07	\$ 22.66	\$ 366.73
166	62	\$ 277.04	\$ 18.25	\$ 295.29
167	99	\$ 442.38	\$ 29.13	\$ 471.51
168	80	\$ 357.48	\$ 23.54	\$ 381.02
169	110	\$ 491.53	\$ 32.37	\$ 523.90
170	94	\$ 420.03	\$ 27.66	\$ 447.70
171	139	\$ 621.11	\$ 40.91	\$ 662.02
172	110	\$ 491.53	\$ 32.37	\$ 523.90
173	94	\$ 420.03	\$ 27.66	\$ 447.70
174	139	\$ 621.11	\$ 40.91	\$ 662.02
Totals	11,465	\$ 51,230.69	\$ 3,374.03	\$ 54,604.72

Note: Strata fees do not include Thermal Heating SEFC NEU user fees or cooling user fees.

EXHIBIT D

**Strata Property Act  
Form Y  
OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS  
(Section 245(d); Regulations section 14.6(2))**

**Re:** Strata Plan \_\_\_\_\_, being a strata plan of certain lands and premises located in Vancouver, B.C. and currently legally described:

Parcel Identifier: 008-765-146  
Lot 1  
Block E  
District Lot 200A  
Plan 12958

Parcel Identifier: 008-765-634  
Lot 5, Except Part in Reference Plan 17723 now Road,  
Block E  
District Lots 200A and 2037  
Plan 12958

Parcel Identifier: 026-497-654  
Lot 307, Except: Part on Plan BCP20721  
False Creek Plan BCP20720

The bylaws attached hereto as Schedule A differ from the Standard Bylaws to the *Strata Property Act* (British Columbia) (the "Act") as permitted by section 120 of the Act.

**CONCERT REAL ESTATE CORPORATION**  
by its authorized signatories:

\_\_\_\_\_  
  
\_\_\_\_\_



## BYLAWS – VODA

### DIVISION 1 -- DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

#### Payment of strata fees

- 1.1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

#### Repair and maintenance of property by owner

- 1.2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

#### Use of property

- 1.3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, immoral or injurious to the reputation of the building, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation pursuant to bylaw 3 with respect to the keeping of pets.

- (4) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).
- (5) An owner or occupant of a strata lot shall not permit his pet to be on the common property, including limited common property, unless the pet is leashed and/or under the control of the owner of the pet or another responsible adult.
- (6) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:
  - (a) any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant shall pay all costs of such special cleaning; or
  - (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating, the owner or occupant shall pay all costs of such replacement.
- (7) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws as if the animal or pet were one kept by the owner or occupant in his strata lot.
- (8) The strata corporation may:
  - (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and
  - (b) require removal by an owner or occupier of any strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of the strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.
- (9) An owner, tenant or occupant must not:
  - (a) keep any animals or pets of any kind in his strata lot or on or about the common property, which includes the outside grounds of the strata plan,



except in accordance with these bylaws and any rules and regulations established by the council from time to time;

- (b) use any part of the common property (other than established storage lockers that such owner has an allocated right to use) for storage, without the written consent of the strata council;
- (c) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (d) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
- (e) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
- (f) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (g) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (h) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
- (i) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (j) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (k) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (l) allow a strata lot to become unsanitary or a source of odour;
- (m) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;

- (n) install any window coverings, visible from the exterior of his strata lot, which are different in size or colour from those of the original building specifications;
- (o) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (p) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, hard surface flooring, except those installations approved in writing by the council;
- (q) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna, dish or similar structure or appurtenance thereto;
- (r) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (s) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, planter boxes properly and securely fastened to the inside of railings, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (t) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
- (u) have, install or use a hot tub, jacuzzi, spa, whirlpool or swirlpool on the balcony, deck or patio of the strata lot or any area in the limited common property or the common property;
- (v) alter or renovate his strata lot or install any device or material within or about his strata lot or the common property, including limited common property, such that such alteration, renovation or installation or use thereof causes or has the potential to cause unreasonable disturbance or unreasonably interferes with the comfort of any other owner, tenant or occupant; or
- (w) alter or remove any carpeting or other floor covering from the floors of his strata lot without first obtaining the prior written approval of the council.

### **Inform strata corporation**

- 1.4** (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- (3) Prior to a tenant occupying a strata lot, the owner must cause the tenant to complete and deliver to the strata corporation a Notice of Tenant Responsibilities (Form K).

#### **Obtain approval before altering a strata lot**

- 1.5**
- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
    - (a) the structure of a building;
    - (b) the exterior of a building;
    - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
    - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (ie. including, for example, adding security devices to the entrance door to a strata lot);
    - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
    - (f) common property located within the boundaries of a strata lot;
    - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
  - (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any current and future expenses relating to the alteration and to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.
  - (3) This section does not apply to a strata lot in a bare land strata plan.
  - (4) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

#### **Obtain approval before altering common property**

- 1.6**
- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
  - (2) The strata corporation may require as conditions of its approval that the owner agree, in writing:

- (a) to take responsibility for any current and future expenses relating to the alteration;
- (b) to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration; and
- (c) to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.

**Permit entry to strata lot**

- 1.7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice,
    - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act; and
    - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

**DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION**

**Repair and maintenance of property by strata corporation**

- 2.1 (1) The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
  - (d) the structure of a building;
  - (e) the exterior of a building;

- (f) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (g) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property;
- (h) fences, railings and similar structures that enclose patios, balconies and yards;
- (i) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
  - (i) the structure of a building,
  - (ii) the exterior of a building,
  - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
  - (iv) doors, windows, and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property, and
- (j) fences, railings and similar structures that enclose patios, balconies and yards.

### **Zero Waste Plan**

- 2.2** (1) In accordance with the City of Vancouver's Sustainable Large Development Strategy, the development is required to implement a Zero Waste Plan (the "Zero Waste Plan") which is intended to foster ongoing waste reduction and increased diversion of products and materials through re-use, composting and recycling.
- (2) Pursuant to the requirements of the Zero Waste Plan, the strata corporation will cooperate with the building manager to, within 18 months of the first occupancy in the building, prepare a report outlining the implementation of the Zero Waste Plan and submit the same to the City of Vancouver.
- (3) The strata corporation will implement the Zero Waste Plan for the building and the strata lot owners will use all reasonable efforts to comply with the requirements of the Zero Waste Plan as implemented by the strata corporations, including without limitation any changes thereto made by the strata corporation from time to time

### **DIVISION 3 - COUNCIL**

#### **Council size**

- 3.1** (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

#### **Council members' terms**

- 3.2 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

#### **Removing council member**

- 3.3 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

#### **Replacing council member**

- 3.4 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

#### **Officers**

- 3.5 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.



- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
  - (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling council meetings**

- 3.6**
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
  - (2) The notice does not have to be in writing.
  - (3) A council meeting may be held on less than one week's notice if
    - (a) all council members consent in advance of the meeting, or
    - (b) the meeting is required to deal with an emergency situation, and all council members either
      - (i) consent in advance of the meeting, or
      - (ii) are unavailable to provide consent after reasonable attempts to contact them.
  - (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

### **Requisition of council hearing**

- 3.7**
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
  - (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
  - (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

### **Quorum of council**

- 3.8**
- (1) A quorum of the council is
    - (a) 1, if the council consists of one member,

- (b) 2, if the council consists of 2, 3 or 4 members,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

- 3.9** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

- 3.10** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

### **Council to inform owners of minutes**

- 3.11** The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

### **Delegation of council's powers and duties**

- 3.12** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
  - (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

**Spending restrictions**

- 3.13** (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

**Limitation on liability of council member**

- 3.14** (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

**DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES**

**Maximum fine**

- 4.1** (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
  - (b) \$50 for each contravention of a rule.

- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (3) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.
- (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.
- (5) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, his employees, agents, invitees or tenants, shall be charged to that owner and shall be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.
- (6) Where any claim has been made against the insurance policy of the strata corporation as a result of a violation of any of the bylaws or any rule or regulation which may be established from time to time by the council pursuant to the Act or the bylaws or in respect of any property contained within a strata lot for which the strata corporation carries insurance, by any owner or any occupant, guest, employee, agent or invitee of such owner or occupant, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim shall be payable by the owner of the strata lot and shall become due and payable on the first day of the month next following.

### **Continuing contravention**

- 4.2** If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.



## DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

### Person to chair meeting

- 5.1**
- (1) Annual and special general meetings must be chaired by the president of the council.
  - (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
  - (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

### Participation by other than eligible voters

- 5.2**
- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
  - (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
  - (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### Voting

- 5.3**
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
  - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
  - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
  - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
  - (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
  - (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
  - (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

- (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

### **Order of business**

**5.4** The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

### **DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION**

#### **Voluntary dispute resolution**

- 6.1** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.

- (2) A dispute resolution committee consists of
  - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

#### **DIVISION 7 – MARKETING ACTIVITIES BY OWNER DEVELOPER**

##### **Display Lot**

- 7.1**
- (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
  - (2) An owner developer may use any strata lots, that the owner developer owns or rents, as display lots for the sale of other strata lots in the strata plan.
  - (3) Notwithstanding any other bylaw, during the time that the owner developer of the strata corporation is a first owner of any strata lots, it shall have the right to maintain any strata lot or strata lots, whether owned or leased by it, as a display unit or units, and to carry on sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events it considers necessary in order to enable it to sell the strata lots.

#### **DIVISION 8 – PROHIBITION ON SMOKING**

##### **Smoking prohibition**

- 8.1**
- (1) Smoking is prohibited everywhere on and within the development, including:
    - (a) in a strata lot;
    - (b) on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms;
    - (c) on patios and balconies;
    - (d) within 7.5 metres of a door, window or air intake; and
    - (e) on any land that is a common asset.
  - (2) All persons, including but not limited to owners, tenants, occupants and visitors, must comply with this bylaw.
  - (3) Council must make reasonable accommodation, pursuant to section 8 of the Human Rights Code and the whole of the Code for a resident who has proven by medical evidence that he or she is physically and/or mentally disabled and is

unable to control his or her addiction to nicotine or is required by a B.C. licensed medical doctor to consume nicotine or medicinal marijuana. Whether the resident has proven the disability will be determined in the sole reasonable discretion of the Council. What accommodation will be made will be based on all of the circumstances.

- (4) Reasonable accommodation granted pursuant to subsection (3) may be for a fixed period of time at which time the resident is free to re-apply to Council for further reasonable accommodation to be made.
- (5) In addition to accommodation made under subsection (3), reasonable accommodation will be made by the Council if a resident proves that the prohibition of smoking would result in other discrimination prohibited by the Human Rights Code. Council, in its sole discretion, will determine whether or not the resident has proven that to not allow smoking would be discriminatory pursuant to the Human Rights Code. Council will make reasonable accommodation in the case where a resident intends to use tobacco in relation to a traditional aboriginal cultural activity, or smoking is intended to be done by a prescribed group for a prescribed purpose. In making the accommodation the Council will only do so in writing and may prescribe in writing when the permission is granted for, the duration of the permission and where smoking will be allowed.

## DIVISION 9 – MISCELLANEOUS MATTERS

### Small Claims Actions

- 9.1 Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

### Electronic Attendance at Meetings

- 9.2 Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

### Use of Patios and Balconies

- 9.3 An owner, tenant or occupant of a strata lot shall not, except on enclosed balconies, place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed. Under no circumstances will an owner, tenant or occupant install a hook, hanger, bracket or other device to the exterior of the building which could potentially cause a breach of integrity of the building envelope.



## Garbage Disposal

- 9.4 An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

## Bicycles, Storage and Parking

- 9.5 (1) Bicycles are not permitted in elevators, hallways or any other indoor common areas, except to the extent necessary to access the bicycle storage rooms of the development. No bicycles are to be kept on the balconies or patios; instead, they will be stored within the bicycle storage areas or such other area as may be prescribed by the council. All bicycles must enter or exit the building as required by the strata corporation.
- (2) The council will, subject to the provisions of the Act, be responsible for the orderly administration of the use of spaces within the bicycle storage areas. Such administration may also include, without limitation, the issuance of keys or security passes and rights to store additional bicycles within the bicycle storage areas, including charging fees to users if approved by resolution of the strata corporation. Each owner of a strata lot is entitled to the use of one bicycle storage space free of charge.
- (3) Any owner, tenant, occupant of any strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- (4) An owner, tenant or occupant of any strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.
- (5) An owner of a strata lot will not:
- (a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his or her strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
  - (b) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;

- (c) rent or lease the parking space assigned by the strata corporation to his or her strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building without the prior written consent of the council;
  - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
  - (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- (6) An owner, tenant or occupant of a strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by these bylaws.

#### **Move In / Move Out**

- 9.6 (1) The strata corporation may regulate the times and manner in which any person moves into or out of strata lots and may require that such moves be co-ordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner or tenant carries out any move into or out of a strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner or tenant will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly strata fees.
- (2) An owner or tenant must notify the strata corporation in advance of the date and time that the owner or tenant will be moving into or out of the strata lot.

#### **Rentals**

- 9.7 (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a Notice of Tenant Responsibilities in Form K under the Act.
- (2) An owner will advise the council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with section 9.6.
- (3) No strata lot, or any portion thereof, shall be rented for a term of less than one (1) month.

## **Selling of Strata Lots**

- 9.8 (1) An owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board, if any, designated by the strata corporation for such purpose.
- (4) An owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

## **Acquisition or Disposition of Personal Property**

- 9.9 The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a ¾ vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

## **Quorum for Adjourned Meeting**

- 9.10 Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

## **Flooring**

- 9.11 An owner of a strata lot who has or installs hard floor surfaces such as tile or hardwood in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

## **Common Facilities and Easement Areas**

- 9.12 (1) Each owner will comply with the rules and regulations from time to time established by the council which govern the use and enjoyment of the common property, the terms of any easement which is for the benefit of the strata corporation and any rules and regulations made pursuant to any such easement. Postings of any such rules and regulations will constitute sufficient notice to all such persons.
- (2) Except as otherwise permitted pursuant to an easement that governs the common property, all common facilities are for the use of the owners, occupants and their accompanying guests only.

## **Courtyard Area**

- 9.13 No fences, gates, or other improvements that may prevent or restrict access to or egress from the courtyard area, being the common area on the ground level



located between the building and Railspur Plaza,, may be erected by an owner or by the strata corporation at any time. The courtyard area must remain accessible from the adjacent lands at all times.

**PARKING/STORAGE FACILITY LEASE**

THIS AGREEMENT made as of June 24, 2015.

BETWEEN:

CONCERT REAL ESTATE CORPORATION

9<sup>th</sup> Floor, 1190 Hornby Street  
Vancouver, B.C. V6Z 2K5

("Owner")

AND:

1040732 B.C. LTD.

(B.C. Incorporation No. BC1040732)  
9<sup>th</sup> Floor, 1190 Hornby Street  
Vancouver, B.C. V6Z 2K5

("Tenant")

WITNESSES THAT WHEREAS:

- A. Owner is the registered owner of certain lands and premises located in Vancouver, B.C., and legally described as:

Parcel Identifier: 008-765-146  
Lot 1  
Block E  
District Lot 200A  
Plan 12958; and

Parcel Identifier: 008-765-634  
Lot 5, Except Part in Reference Plan 17723 now Road,  
Block E  
District Lots 200A and 2037  
Plan 12958,

(together, the "Lands");

- B. After entering into this Lease, Owner proposes to consolidate the Lands and a portion of adjacent lands into one legal parcel on a portion of which a development (the "Development") will be constructed;
- C. Owner has agreed to lease to Tenant:
- (a) certain parking stalls (the "Parking Stalls") located in the parking facility (the "Parking Facility") for the Development being constructed on the Lands and shown on the sketch plan (the "Parking/Storage Area Plan") attached hereto as Schedule A, being all of the parking stalls located within the Parking Facility other than the Excluded Stalls (as hereinafter defined); and

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- (b) certain of the storage lockers (the "Storage Lockers") located on certain floors within the Development and within the storage areas located on level P2 of the Parking Facility and shown on the Parking/Storage Area Plan, other than the Excluded Lockers (as hereinafter defined),

all on the terms and conditions set out in this Lease and with the right of the Tenant to grant partial assignments or subleases of this Lease pertaining to particular Parking Stalls and/or Storage Lockers (each of which interests is called a "Leased Interest" and any 2 or more of which are called the "Leased Interests") on terms and conditions determined in its sole discretion;

- D. After entering into this Lease, the Owner proposes to further subdivide the Lands by means of a strata plan (the "Strata Plan") pursuant to the *Strata Property Act* (British Columbia) to create the Development;
- E. The Strata Plan will designate portions of the Parking Facility and Building, including the areas subject to this Lease (collectively, the "Leased Areas"), as common property of the strata corporation (the "Strata Corporation") formed upon the deposit for registration of the Strata Plan in the Land Title Office;
- F. For greater certainty, the Leased Areas exclude:
  - (b) the following parking stalls (the "Excluded Stalls") within the Parking Facility: (i) those allocated for use by visitors of owners or occupants of the strata lots within the Strata Plan (the "strata lots") and (ii) five parking stalls allocated for the parking of car share vehicles; and
  - (c) those storage lockers within the Development designated as Limited Common Property and allocated as limited common property for use by owners or occupants of specific strata lots within the Strata Plan (collectively, the "Excluded Lockers"); and
- G. Both of the parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease as it pertains to the Leased Areas, on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the premises and the sum of \$10.00 of lawful money of Canada now paid by Tenant to Owner, the receipt and sufficiency of which is hereby acknowledged by Owner, and in consideration of the mutual promises and agreements set forth in this Lease, the parties agree each with the other as follows:

## ARTICLE 1

### GRANT AND TERM

1.01 Grant. Owner hereby leases the Leased Areas to Tenant for the Term (as defined in section 1.02) on the terms and conditions set out in this Lease.

1.02 Term. The term (the "Term") of this Lease shall commence on the 24th day of June, 2015 (the "Commencement Date") and terminate on the earlier of:

{133930-500934-00313621;3}



- (a) the 99th anniversary of the Commencement Date; or
- (b) the date the Strata Corporation is dissolved.

1.03 Rent. The parties acknowledge that the sum of \$10.00 now paid by Tenant to Owner will be the only payment required to be paid to Owner for the use and enjoyment of the Leased Interests by Tenant, subject to section 5.01 below, and that no further payment to Owner is required for any partial assignment or sublease of rights under this Lease to the Strata Corporation or to an assignee or subtenant who is, or is entitled to become, a member of the Strata Corporation.

1.04 Licence. Owner agrees that Tenant may at all times, in common with Owner and all other persons now or hereafter having the express or implied permission of Owner or having a similar right, enter upon and pass over any part of the Lands designated as roadways, stairways, elevators, walkways or corridors for the purpose of obtaining access to or egress from the Parking Facility or a particular Parking Stall or Storage Locker, provided that the operation of vehicles will be restricted to roadways and access by foot will be restricted to roadways and access by foot will be restricted to pedestrian walkways, stairs, corridors and elevators. Owner will at all times provide Tenant, in its capacity as the tenant of the Parking Facility, with means of access to any security devices as necessary to enable Tenant and subsequent assignees or subtenants to use and enjoy the Leased Areas in the Parking Facility.

1.05 Relocation. Owner shall have the right, upon written notice to Tenant, such notice to be delivered prior to deposit of the Strata Plan in the Land Title Office, to reconfigure or relocate the Parking Stalls and/or Storage Lockers within the Facility provided that the number of Parking Stalls and/or Storage Lockers shall not be reduced. If the Owner has not exercised this right prior to deposit of the Strata Plan in the Land Title Office, this right shall be null and void and of no further force and effect.

## ARTICLE 2

### SUBDIVISION BY STRATA PLAN

2.01 Strata Plan. This Lease and the covenants and obligations of Owner under this Lease run with and bind the Lands, and, upon the subdivision of the Lands by means of the Strata Plan, such covenants and obligations shall:

- (a) continue to run with and bind the subdivided parcel or part thereof which contains the Leased Areas on the Lands; and
- (b) be automatically assumed by the Strata Corporation as the representative of the owners of strata lots created by deposit for registration of the Strata Plan in the land title office,

at which time Owner will be automatically and absolutely released from any obligations or liabilities hereunder.

2.02 Common Property. This Lease is intended to burden only that portion of the Lands which will become common property of the Strata Corporation upon the deposit for registration of the Strata Plan in the Land Title Office and not at any time to burden any strata lot shown on the Strata Plan.

{133930-500934-00313621;3}



## ARTICLE 3

### MANAGEMENT AND ENCUMBRANCES

3.01 Management. Owner and Tenant confirm that until the deposit for registration of the Strata Plan, subject to the terms of this Lease, Owner shall be solely responsible for the control, management and administration of the Parking Facility, including the Leased Areas, but thereafter, pursuant to article 2.01 of this Lease, the Strata Corporation, subject to the terms of this Lease, will assume full responsibility for the control, management and administration of the Parking Facility, including the Leased Areas, as common property in accordance with the provisions of the *Strata Property Act* (British Columbia) and may pass bylaws or make rules and regulations with respect to the Parking Facility, including the Leased Interests, as long as the Tenant is given notice of such bylaws, rules or regulations and such bylaws, rules or regulations:

- (a) subject to paragraph (e), below, are of general application to all areas in the Parking Facility and all users of the Parking Facility;
- (b) are fairly and uniformly enforced with respect to all areas in, and all users of, the Parking Facility;
- (c) do not interfere with the Tenant's or any subsequent assignee's or subtenant's right of continuous uninterrupted access to the Leased Interests or a part thereof during the Term;
- (d) do not materially interfere with the rights of Tenant or any subsequent assignee or subtenant under this Lease; and
- (e) do not impose fees for usage of Leased Interests on the Tenant or any subsequent assignee or subtenant, provided such users can be required to provide a deposit for security devices to access the Leased Interests (if such deposits are required of all users) and further provided that this prohibition shall not preclude the Owner from charging usage fees to users other than Tenant or subsequent assignees or subtenants of the Tenant.

3.02 Alterations. Tenant, its successors and assigns, are not entitled to alter, or to perform any repairs of any sort whatsoever to, the Parking Facility or the Parking Stalls or the Storage Lockers. Any such alterations or repairs are the sole responsibility of Owner, prior to the registration of the Strata Plan, and thereafter of the Strata Corporation. Owner, prior to the registration of the Strata Plan, and thereafter the Strata Corporation, will be responsible for maintaining and repairing the Parking Facility, including the Leased Areas, in the same manner and to the same standard as it maintains and repairs all of the common property within the Development.

3.03 Subordination. Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by Owner against the Lands, provided the holder of the encumbrance agrees to recognize and not foreclose Tenant's interest hereunder as long as Tenant is not in default hereunder.



3.04 No Right to Encumber. Tenant, its successors and assigns, are not entitled to mortgage, charge, pledge or otherwise grant their interest in the Leased Interests or any part of the Parking Stall and/or Storage Locker as security to any person.

#### ARTICLE 4

#### ASSIGNMENT

4.01 Partial Assignments. Tenant may partially assign or sublet this Lease and its rights under this Lease to an owner or purchaser of any strata lot within the Development or to the Strata Corporation. All such assignments or subleases will be for such consideration as Tenant may in its sole discretion determine, which consideration may be retained by Tenant for its own benefit. Any partial assignment or sublease by Tenant, or any partial assignment by any subsequent assignee, of this Lease and ancillary rights under this Lease pertaining to a particular Leased Interest or area in the Parking Facility:

- (a) will be absolute, and, subject to the bylaws, rules and regulations of the Strata Corporation to the extent permitted by article 3.01, the assignee or subtenant and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of such Leased Interest or area so assigned for the balance of the Term or the sublease term, as the case may be;
- (b) will, if made to a member, or to a person who is entitled to become a member, of the Strata Corporation:
  - (i) be an assignment of rights to which such assignee or subtenant will only be entitled for so long as such assignee or subtenant owns a strata lot within the Development;
  - (ii) may only be assigned or sublet to an owner or purchaser of a strata lot within the Development or to the Strata Corporation or back to the Tenant; and
- (c) will not be effective until written notice of such assignment or sublease (together with a copy of such assignment or sublease if available) is delivered by the assignee or the subtenant to the Strata Corporation, subject to article 4.02 of this Lease.

4.02 Automatic Assignment by Members. If a member (the "Vendor") of the Strata Corporation who is also a holder of an interest in a Leased Interest or other area in the Parking Facility transfers all of his or her interest in a strata lot within the Development to which such Leased Interest or area is at each time appurtenant as shown on the register maintained under article 4.06 without concurrently executing an assignment of such Leased Interest to another owner or a purchaser of a strata lot within the Development, then the interest of the Vendor in such Leased Interest will automatically be assigned to and assumed by the transferee of the Vendor's strata lot without execution of a partial assignment of this Lease with respect to such Leased Interest or delivery of notice of such partial assignment to the Strata Corporation.

4.03 Consents. The consent of the Strata Corporation will not be required for any assignment or sublease of this Lease. The Strata Corporation will not interfere with or attempt to interrupt or



terminate the rights of an assignee under any such assignment or a subtenant except as expressly agreed by such assignee or subtenant.

4.04 Form of Assignment. Subject to article 4.02, all partial assignments of this Lease shall be substantially in the form attached hereto as Schedule B. No such partial assignment will be registrable by an assignee in any Land Title Office.

4.05 Release of Assignors. Upon the partial assignment (including an automatic assignment pursuant to article 4.02) of this Lease pertaining to a particular Leased Interest, the Tenant any subsequent assignor of an interest in such Leased Interest will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Leased Interest.

4.06 Register of Partial Assignments. Owner, and after the registration of the Strata Plan the Strata Corporation, will maintain a register of all Parking Stalls and Storage Lockers and will record on such register each partial assignment or this Lease indicating:

- (a) the number of the Leased Interest assigned or sublet;
- (b) the date of assignment or sublease;
- (c) the name and address of the assignee or subtenant; and
- (d) the number of the strata lot, if any, within the Development owned by the assignee to which such Parking Stall and/or Storage Locker is at the time appurtenant or that the assignee is the Strata Corporation.

Upon request by any owner or prospective purchaser of a strata lot within the Development, the Strata Corporation will provide a certificate, within 7 days of receipt of such request, certifying the name and address of the person to whom a particular Parking Stall and/or Storage Locker is assigned and, if applicable, the number of the strata lot within the Development to which such Parking Stall and/or Storage Locker is at the time appurtenant, if any. The Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificates. Upon the Strata Corporation becoming aware of a partial assignment or sublease pertaining to a particular Leased Interest under articles 4.01 or 4.02 the Strata Corporation will amend the register accordingly.

## ARTICLE 5

### MISCELLANEOUS

5.01 Additional Fees for Use of Charging Stalls. Nothing in this Lease, including in particular section 1.03 above, will prohibit the Owner or the Strata Corporation from charging the Tenant under this Lease as it relates to a stall that allows access to an electrical plug-in facility for an electric vehicle (a "Charging Stall") a reasonable additional fee for the use of electricity in a Charging Stall (provided such stall is being used on a regular basis for charging an electric vehicle)

5.02 Form of Agreement. Each of the parties hereto agrees to amend the form of this Lease to meet the requirements of the Registrar of Land Titles or of any governmental or public

{133930-500934-00313621;3}



authority or as otherwise necessary to confirm unto the parties the rights granted in this Lease or to register this Lease in appropriate offices of public records, including the Land Title Office.

5.03 Arbitration. In the event of any dispute or disagreement arising out of this Lease, or the interpretation of any provision hereof, the parties hereto agree that such dispute or disagreement will be resolved by arbitration pursuant to the *Commercial Arbitration Act* (British Columbia), as amended from time to time, or any legislation substituted therefor. Provided that it is understood and agreed that this section 5.03 is not intended to, nor is it to be construed as preventing the parties hereto, or either of them, from seeking injunctive relief from the law courts for damage for breach in appropriate cases.

5.04 Definitions. Any term defined in the recitals to this Lease will have the same meaning throughout this Lease unless otherwise redefined.

5.05 Enurement. This Lease shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

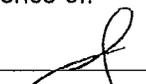
5.06 Severability. If any provision of this Agreement or part hereof is found to be invalid or unenforceable, then the remaining parts of this Agreement will remain unaltered and continue in full force and effect.

*[the balance of this page is intentionally blank]*



IN WITNESS WHEREOF the parties hereto have executed this Lease by their respective duly authorized signatories effective as of the date set out the first page of this Lease.

THE COMMON SEAL OF **CONCERT REAL ESTATE CORPORATION** was hereunto affixed in the presence of:

\_\_\_\_\_  
Title:   
(Authorized Signatory)

C/S

\_\_\_\_\_  
Title:   
(Authorized Signatory)

THE COMMON SEAL OF **1040732 B.C. Ltd.** was hereunto affixed in the presence of:

\_\_\_\_\_  
Title:   
(Authorized Signatory)

C/S

\_\_\_\_\_  
Title:   
(Authorized Signatory)

SCHEDULE A  
PARKING/STORAGE AREA PLAN

SHEET 1 OF 5 SHEETS

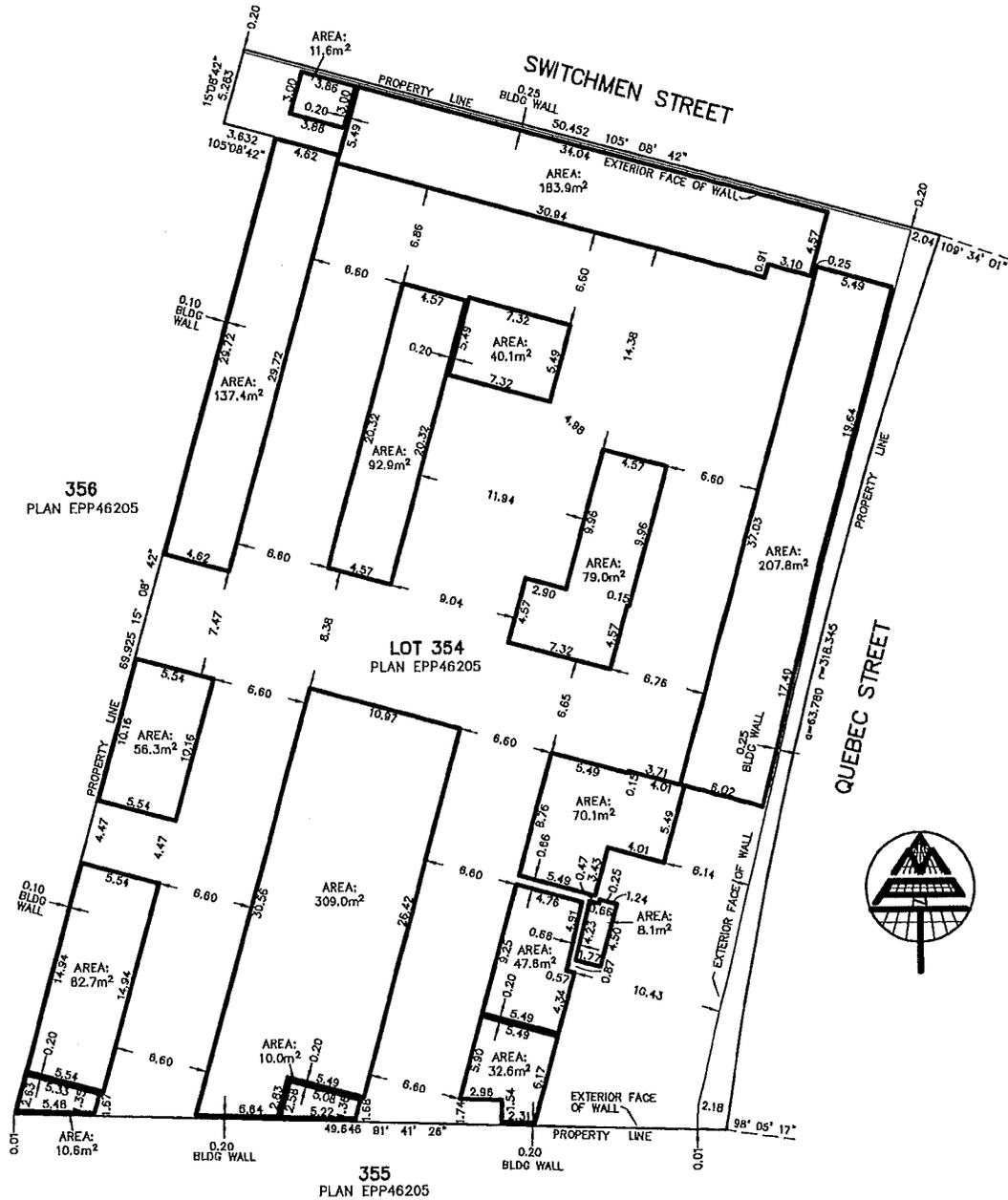
PARKING LEVEL P2

PLAN EPP\_\_\_\_\_

PROPOSED EXPLANATORY PLAN OF LEASE  
OVER PORTIONS OF BUILDING LEVELS OF  
A MULTI-STORY BUILDING SITUATED ON  
LOT 354 FALSE CREEK GROUP 1 NWD PLAN EPP46205

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT  
BCGS 92G.025

FOR DISCLOSURE PURPOSES ONLY



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 864mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:300.

INTEGRATED SURVEY AREA NO. 31, CITY OF VANCOUVER, NAD83 (CSRS) 4.0.0.BC.1.GVRD.

GRID BEARINGS ARE DERIVED FROM PLAN EPP46205.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9996028. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON PLAN EPP46205.

THIS PLAN IS BASED ON ARCHITECTURAL DRAWINGS. FINAL LEASE PLAN WILL BE BASED ON FIELD MEASUREMENTS.

BLDG INDICATES BUILDING

LEASE DIMENSIONS SHOWN ARE TO THE INSIDE FACE OF EXTERIOR WALLS.

**MATSON PECK & TOPLISS**  
SURVEYORS & ENGINEERS

#320 - 11120 HORSESHOE WAY  
RICHMOND, B.C.

V7A 5H7  
PH: 604.270.9331  
FAX: 604.270.4137

CADFILE: 18718-LEASE.DWG

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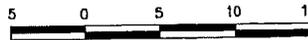
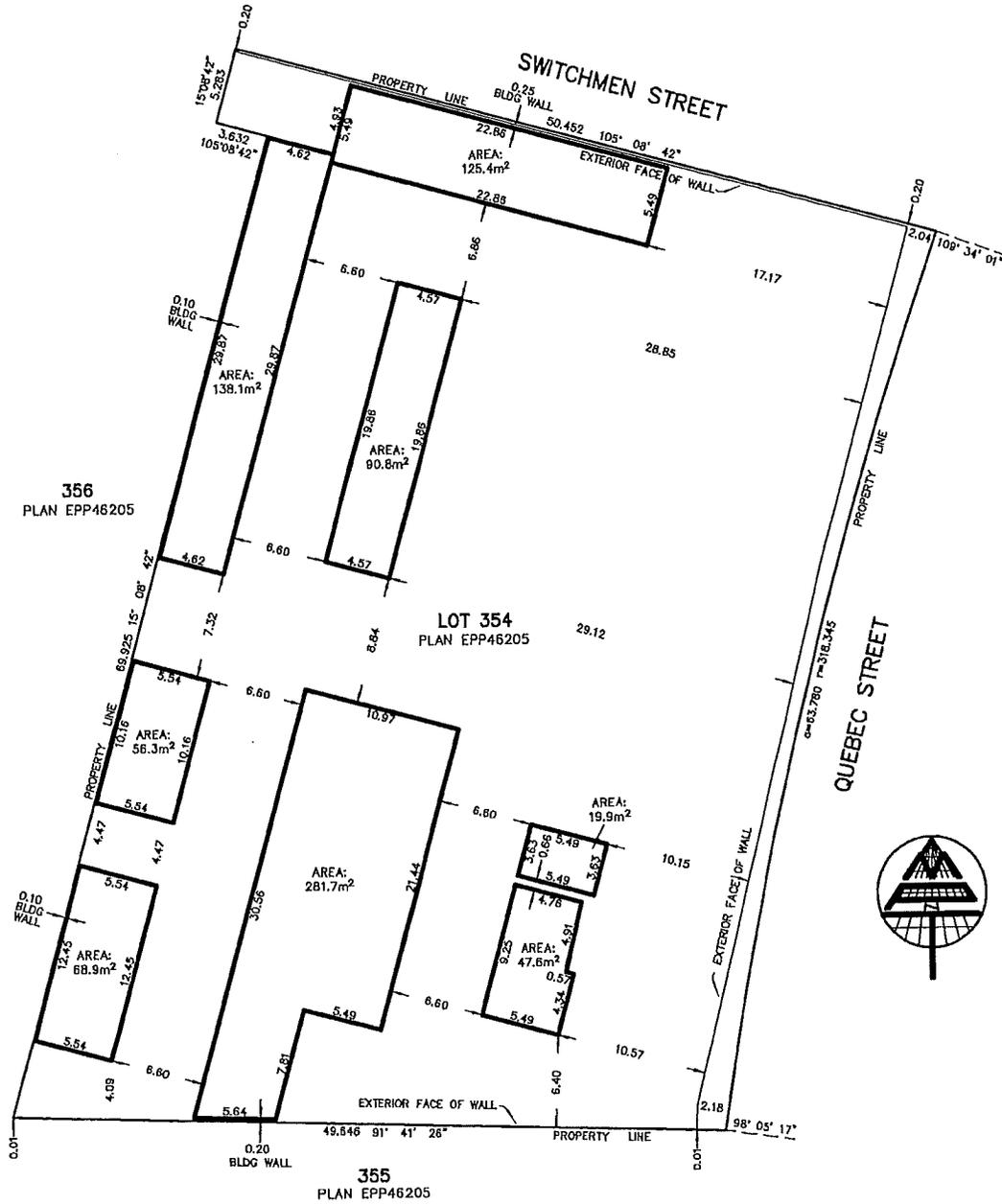
JUNE 25, 2015

PROPOSED EXPLANATORY PLAN OF LEASE  
 OVER PORTIONS OF BUILDING LEVELS OF  
 A MULTI-STOREY BUILDING SITUATED ON  
 LOT 354 FALSE CREEK GROUP 1 NWD PLAN EPP46205

SHEET 2 OF 5 SHEETS  
 PARKING LEVEL P1  
 PLAN EPP\_\_\_\_\_

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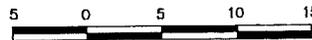
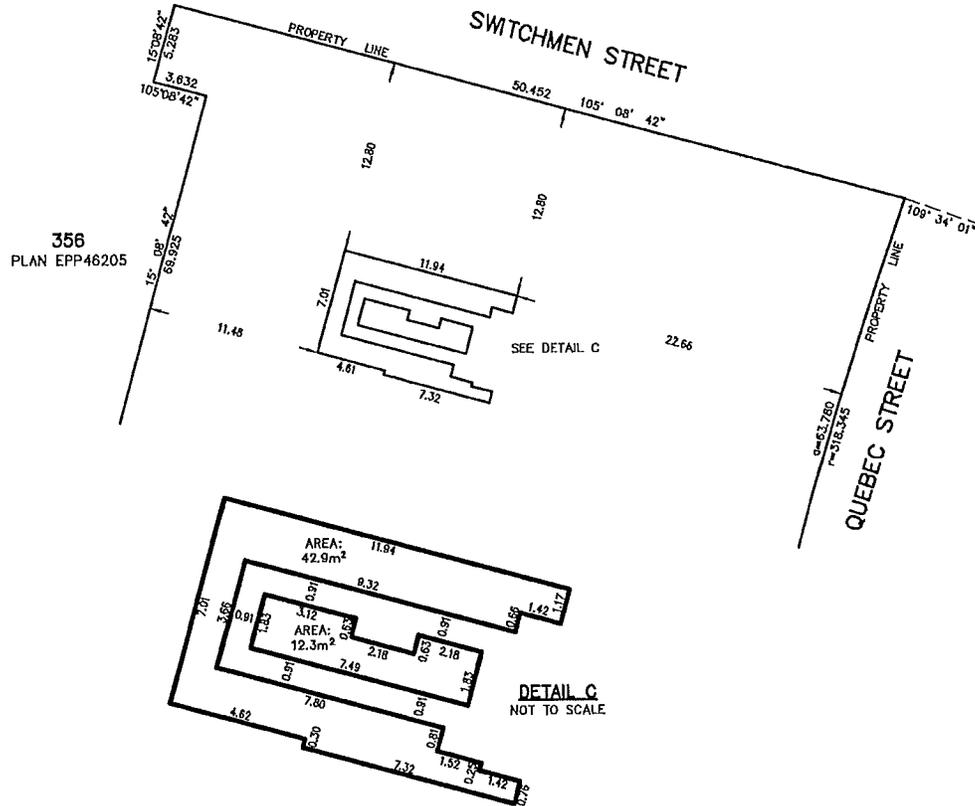
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 LOT 354 FALSE CREEK GROUP 1 NWD PLAN EPP46205

SHEET 3 OF 5 SHEETS  
 BUILDING LEVEL 2  
 PLAN EPP\_\_\_\_\_

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT  
 BCGS 92G.025

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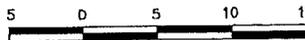
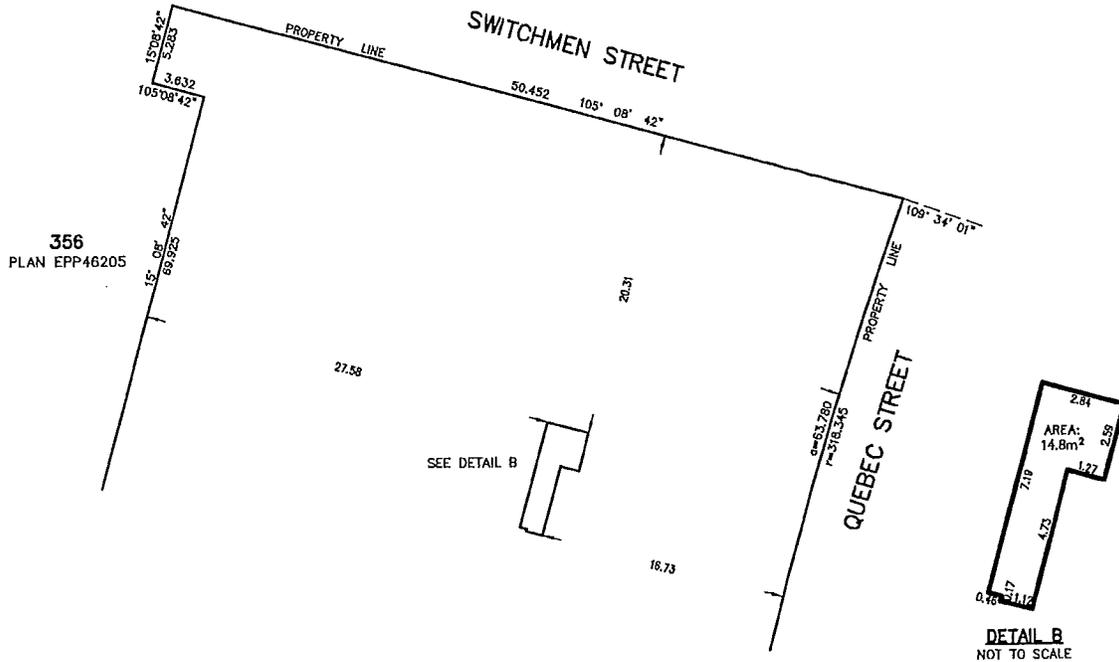
JUNE 25, 2015

PROPOSED EXPLANATORY PLAN OF LEASE  
 OVER PORTIONS OF BUILDING LEVELS OF  
 A MULTI-STORY BUILDING SITUATED ON  
 LOT 354 FALSE CREEK GROUP 1 NWD PLAN EPP46205

SHEET 4 OF 5 SHEETS  
 BUILDING LEVEL 4  
 PLAN EPP\_\_\_\_\_

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT  
 BCGS 920.025

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JUNE 25, 2015

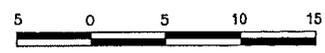
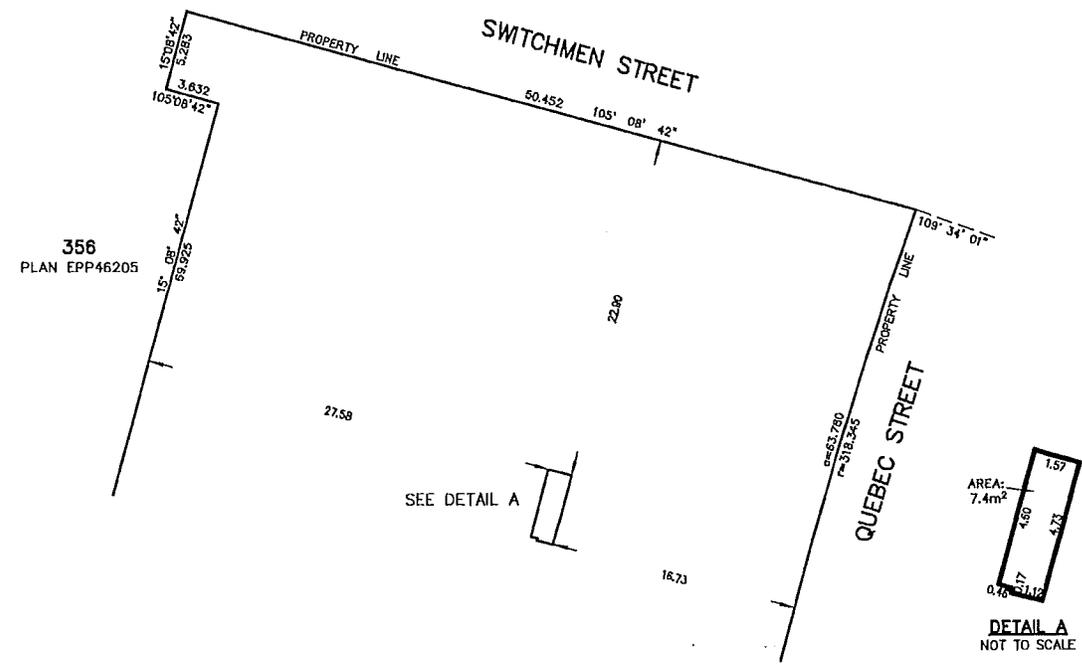
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PROPOSED EXPLANATORY PLAN OF LEASE  
 OVER PORTIONS OF BUILDING LEVELS OF  
 A MULTI-STOUREY BUILDING SITUATED ON  
 LOT 354 FALSE CREEK GROUP 1 NWD PLAN EPP46205

SHEET 5 OF 5 SHEETS  
 BUILDING LEVEL 5  
 PLAN EPP \_\_\_\_\_

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT  
 BCGS 92G.025

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V-15-16716-LEASE

JUNE 25, 2015

**SCHEDULE B  
PARKING STALL/STORAGE LOCKER ASSIGNMENT**

BETWEEN: \_\_\_\_\_ (the "Assignor")

AND: \_\_\_\_\_ (the "Assignee")

RE: Parking Stall no. \_\_\_\_\_ and/or Storage Locker no. \_\_\_\_\_ (each of which is called the "Leased Interest" and any 2 or more of which are called the Leased Interests") as shown on the plan attached to the lease (the "Lease") dated June 24, 2015 between CONCERT REAL ESTATE CORPORATION, as lessor, and 1040732 B.C. Ltd., as lessee, which has been partially assigned with respect to the Leased Interest to the Assignor

In consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

1. Assignment. Subject to article 4.03 of the Lease, the Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in the Lease pertaining exclusive to the Leased Interest(s) and including the right of access set out in section 1.01 of the Lease for the balance of the Term (as defined in the Lease). Subject to section 4.02 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Strata Corporation. The Assignor has no obligation to execute this Assignment in a form acceptable for registration or to provide the Assignee with a registrable plan of the Leased Interest(s).
2. Compliance. The Assignee agrees to use and deal with the Leased Interest(s) and the Lease in accordance with the terms of the Lease and, subject to the terms of the Lease, in accordance with the bylaws, rules and regulations of the Strata Corporation.
3. Sale or Disposition. The Assignee may only assign its rights under this Assignment and may only allow anyone else to use the Leased Interest(s) in the circumstances permitted by the Lease.
4. Acknowledgement. The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.
5. Enurement. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties have executed this Assignment effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

{133930-500934-00313621;3}

EXHIBIT F

Strata Property Act  
Form J  
RENTAL DISCLOSURE STATEMENT  
(Section 139)

Re: Strata Plan \_\_\_\_\_, to be located on a portion of the lands currently legally described as City of Vancouver, Parcel Identifier: 008-765-146, Lot 1, Block E, District Lot 200A, Plan 12958, City of Vancouver, Parcel Identifier: 008-765-634, Lot 5, except part in Reference Plan 17723 now Road, Block E, District Lots 200A and 2037, Plan 12958, and City of Vancouver, Parcel Identifier: 026-497-654, Lot 307, Except: Part on Plan BCP20721 False Creek Plan BCP20720

This Rental Disclosure Statement is [Check whichever box is correct and provide any required information.]

[x] the first Rental Disclosure Statement filed in relation to the above-noted strata plan

[ ] a changed Rental Disclosure Statement filed under section 139(4) of the Strata Property Act, and the original Rental Disclosure Statement filed in relation to the above-noted strata plan was filed on....[dd/mm/yyyy]...

- 1. The development described above includes 174 residential strata lots.
- 2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

Description of Strata Lot [strata lot number as shown on strata plan]	Date Rental Period Expires [specify a date – "indefinitely" or timing related to an event is not acceptable]*
Nil	N/A

- 3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 174 residential strata lots, as described below, until the date set out opposite each strata lot's description.

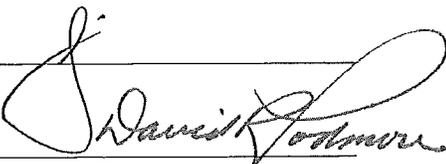
Description of Strata Lot [strata lot number as shown on strata plan]	Date Rental Period Expires [specify a date – "indefinitely" or timing related to an event is not acceptable]*
Strata Lots 1-174	December 31, 2115

- 4. There is a bylaw of the strata corporation that restricts the rental of strata lots, the text of which is attached to and forms part of this agreement.

\*Section 143(2) of the Strata Property Act provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

Date: June 25, 2015

CONCERT REAL ESTATE CORPORATION by its authorized signatories:

Per: \_\_\_\_\_  
  
 Per: \_\_\_\_\_

Excerpt from Bylaws of Strata Corporation Restricting the Rental of Strata Lots

**Rentals**

9.7 (3) No strata lot, or any portion thereof, shall be let for a term of less than one (1) month.

EXHIBIT G



Home Warranty  
Tel: 604.682.3096  
Toll Free: 800.555.8431  
Fax: 604.682.3096

Travelers Insurance Company of Canada  
650 West Georgia Street, Suite 2500  
P.O. Box 11542  
Vancouver, British Columbia V6B 4N7  
[www.travelerscanada.ca](http://www.travelerscanada.ca)

**SCHEDULE "E-6" - 2-6-10 HOME WARRANTY CERTIFICATE**  
(For Dwelling Units in Multi Family Buildings and Common Property)

Address: «vchrUnitNumber» - «WarrantyAddress», «WarrantyCity», BC  
Legal Description: Strata Lot «StrataLotNum», «LegalDescription»  
Warranty Certificate #: «intBondNum»  
Builder Name: «Builder» Builder #: «vchrBuilderNum»  
Builder's Phone: «BuilderPhone» Builder's Fax: «BuilderFax»  
Builder's Address: «BuilderAddressFull»

This is your Warranty Certificate which should be read and kept in a safe place. To ensure your Warranty rights are preserved, ensure that you understand what your rights and obligations are. Please note that all notice(s) of a claim under this Warranty Certificate must be delivered to the Builder and Travelers Insurance Company of Canada in writing prior to the expiry of the applicable warranty coverage. The important dates for notice are:

	Dwelling Unit	Common Property
1. <u>Warranty Commencement Date:</u>	<u>«DateCommencement»</u>	<u>«DateComPropCommence»</u>
2. <u>Materials &amp; Labour Warranty:</u> 2 Years defects in Materials and Labour:	Expiry Date: <u>«DateLM2»</u>	<u>«DateComPropLM2»</u>
3. <u>8 Years Building Envelope Warranty:</u>	Expiry Date:	<u>«DateComPropWater»</u>
4. <u>10 Years Structural Defects Warranty:</u>	Expiry Date:	<u>«DateComPropStrucDef»</u>

For your convenience, enclosed with this Warranty Certificate please find a sticker outlining these important dates for you to affix in a conspicuous location in your new home.

In consideration of the payment to Travelers Insurance Company of Canada (hereinafter called "Travelers Insurance Company of Canada") of the premium for this Warranty Certificate, Travelers Insurance Company of Canada agrees to provide Warranty coverage subject to limits as set out herein, in accordance with the terms, conditions, forms, riders and endorsements contained in this Warranty Certificate.

In witness whereof Travelers Insurance Company of Canada has duly executed this Warranty Certificate.

TRAVELERS INSURANCE COMPANY OF CANADA

Executive Vice-President and Chief Executive Officer

Dated: January 30, 2014

## A. WARRANTY COVERAGE

### 1.0 Materials and Labour Warranty – 2 Years

- 1.1 This Warranty provides coverage for Materials and Labour for up to two years as set out below:
- (a) In the first 24 months of the Warranty, for other than the Common Property, common facilities and other assets of a Strata Corporation, coverage for any Defect in Materials and Labour.
  - (b) In the first 15 months of the Warranty, for the Common Property, common facilities and other assets of a Strata Corporation, coverage for any Defect in Materials and Labour.
  - (c) In the first 24 months of the Warranty,
    - (i) coverage for any Defect in Materials and Labour supplied for the gas, electrical, plumbing, heating, ventilation, and air conditioning Delivery and Distribution Systems,
    - (ii) coverage for any Defect in Materials and Labour supplied for the exterior cladding, caulking, windows, and doors that may lead to detachment or material damage to the New Home or Common Property,
    - (iii) coverage for any Defect in Materials and Labour which renders the New Home unfit to live in, and
    - (iv) subject to Subsection A.1.2, coverage for non-compliance or a violation of the Building Code.
- 1.2 Non-compliance with, or a violation of the Building Code is considered a Defect covered by *Travelers Insurance Company of Canada* only if the non-compliance or violation:
- (a) constitutes an unreasonable health or safety risk, or
  - (b) has resulted in, or is likely to result in, Material Damage to the New Home.

### 2.0 Building Envelope Warranty – 6 Years

- 2.1 This Warranty provides coverage for the Building Envelope for up to six years for Defects in the Building Envelope of a New Home, including a Defect which permits unintended water penetration such that it causes, or is likely to cause, Material Damage to the New Home.

### 3.0 Structural Defects Warranty – 10 Years

- 3.1 This Warranty provides coverage for Structural Defects for up to ten years for:
- (a) any Defect in Materials and Labour that results in the failure of a Load Bearing part of the New Home, and
  - (b) any Defect which causes Structural Damage that materially and adversely affects the use of the New Home for residential occupancy.

### 4.0 Limitation of Warranty

- 4.1 This Warranty Certificate may be issued to Owners of Fee Simple New Homes, Owners of Co-operatives, Owners of Strata Title New Homes and to Strata Corporations. Notwithstanding anything contained herein, the Warranty coverage provided by this Warranty Certificate for Common Property is only applicable to a Strata Corporation and may only be enforced pursuant to the terms and conditions of the Warranty Certificate issued to such Strata Corporation. All Common Property issues must be dealt with by authorized representatives of the strata council. All issues relating to Cooperatives must be dealt with by authorized representatives of the Cooperative council.

## B. COMMENCEMENT DATES

### 1.0 Fee Simple New Homes

- 1.1 The Commencement Date for the Warranty coverage of a New Home held in fee simple is as follows:
- (a) for a New Home constructed by a Builder on land owned by the Owner, the Commencement Date is the earliest of:
    - (i) the date of actual occupancy of the New Home,
    - (ii) the granting of an occupancy permit or similar right to occupy by the authority having jurisdiction, and
    - (iii) the date that the New Home is completed and ready for occupancy;
  - (b) for a New Home constructed by a Builder on land not owned by the Owner, the Commencement Date is the earlier of:
    - (i) the date of actual occupancy of the New Home, and
    - (ii) the transfer of the legal title of the New Home to the Owner.
- 1.2 For the purposes of Subsection B.1.1(a), in a jurisdiction where occupancy permits are not issued, a New Home is deemed to have reached the stage of occupancy when it is:
- (a) "completed" as that term is defined by the *Builders' Lien Act* in effect from time to time, and
  - (b) capable of being legally occupied.

### 2.0 Strata Titled New Homes

- 2.1 If a New Home is included in a Strata Plan, *Travelers Insurance Company of Canada* will provide Warranty coverage for the following:
- (a) the New Home comprising the strata lot;
  - (b) the Common Property.

- 2.2 The Commencement Date for the Warranty coverage of a New Home comprising the strata lot, is the earlier of:
- (a) actual occupancy of the New Home, and
  - (b) the transfer of legal title to the strata lot.

### 3.0 Common Property and Multi-Unit Buildings Not in a Strata Plan

- 3.1 The Commencement Date of Warranty coverage of Common Property and multi-unit buildings is concurrent with the first Commencement Date for a New Home in each separate multi-unit building comprising the Strata Plan or multi-unit building.

### 4.0 Unsold Units used as Rental Units

- 4.1 If an unsold New Home owned by a Builder is occupied as a rental unit, the Commencement Date is the date the New Home is first occupied by a tenant.

### 5.0 BCHMC Social Housing

- 5.1 If a New Home is a Social Housing building, the Commencement Date is the date of substantial completion.

## C. LIMITS ON COVERAGE

- 1.1 The limits of the Warranty coverage are as follows:
- (a) for a New Home in fee simple ownership, the lesser of:
    - (i) the original purchase price paid by the Owner, and
    - (ii) \$200,000.00;
  - (b) for a New Home in a strata titled or multi-unit building, the lesser of:
    - (i) the original purchase price paid by the Owner, and
    - (ii) \$100,000.00;
  - (c) for the Common Property in a strata titled building or in a multi-unit building that is not strata-titled, the least of
    - (i) the total original contract price for the multi-unit building,
    - (ii) \$100,000 times the number of dwelling units, and
    - (iii) \$2,500,000.
- 1.2 If a Strata Plan consists of a number of buildings, the limit under Subsection C.1.1(c) applies to each multi-unit building.
- 1.3 When calculating the cost of Warranty claims in respect of the standard limits under this Warranty Certificate, *Travelers Insurance Company of Canada* may include:
- (a) the cost of repairs,
  - (b) the cost of any investigation, engineering, and design required for the repairs, and
  - (c) the cost of supervision of repairs, including professional review, but excluding legal costs; and
  - (d) any of the costs referred to in C.1.3(a), (b), and (c), may include *Travelers Insurance Company of Canada's* own personnel and other expenses, including adjusting expenses, at rates established by *Travelers Insurance Company of Canada* from time to time.
- 1.4 The Warranty coverages provided by this Warranty Certificate are conditional upon the Owner completing all reasonable maintenance of the New Home, including that set out in the maintenance information provided to the original owner, in a timely manner, as well as the Strata Corporation completing all reasonable maintenance of the Common Property in a timely manner.

## D. WARRANTY EXCLUSIONS

- 1.1 This Warranty does not cover the following:
- (a) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
  - (b) normal shrinkage of materials caused by drying after construction;
  - (c) any loss or damage which arises while the New Home is being used primarily or substantially for non-residential purposes;
  - (d) materials, labour, or design supplied by an Owner;
  - (e) any damage to the extent that it is caused or made worse by an Owner or Third Party, including:
    - (i) negligent or improper maintenance or improper operation by anyone other than the Builder or its employees, agents, or sub-contractors,
    - (ii) failure of anyone, other than the Builder or its employees, agents, or sub-contractors, to comply with the Warranty requirements of the manufacturers of appliances, equipment, or fixtures,
    - (iii) alterations to the New Home, including the conversion of non-living space into living space or the conversion of the New Home into two (2) or more units, by anyone other than the Builder or its employees, agents, or sub-contractors while undertaking their obligations under the sales contract, and
    - (iv) changes to the grading of the ground by anyone other than the Builder or its employees, agents, or sub-contractors;
  - (f) failure of an Owner to take timely action to prevent or minimize loss or damage, including the failure to give prompt notice to *Travelers Insurance Company of Canada* of a Defect or discovered loss or a potential Defect or loss;
  - (g) any damage caused by insects or rodents and other animals, unless the damage results from non-compliance with the Building Code by the Builder or its employees, agents, or sub-contractors;

- (h) accidental loss or damage from acts of nature including, but not limited to, fire, explosion, smoke, water escape, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, earthquake, avalanche, landslide, and changes in the level in the underground water table which are not reasonably foreseeable by the Builder;
- (i) bodily injury or damage to personal property or real property which is not part of the New Home;
- (j) any Defect In, or caused by, materials or work supplied by anyone other than the Builder or its employees, agents, or sub-contractors;
- (k) changes, alterations, or additions made to the New Home by anyone after initial occupancy, except those performed by the Builder or its employees, agents, or sub-contractors under the construction contract or sales agreement, or as required by *Travelers Insurance Company of Canada*.
- (l) contaminated soil;
- (m) subsidence of the land around the New Home or along utility lines, other than subsidence beneath footings of the New Home or under Driveways or Walkways;
- (n) diminution in the value of the New Home;
- (o) landscaping, both hard and soft, including plants, fencing, detached patios, planters, gazebos and similar structures;
- (p) non-residential detached structures including sheds, garages, carports or outbuildings, or any structure or construction not attached to or forming an integral part of a multi-unit building or the New Home;
- (q) any commercial use area and any construction associated with a commercial use area;
- (r) roads, curbs, and lanes;
- (s) subject to Subsection D.1.1(m), site grading and surface drainage, except as required by the Building Code;
- (t) the operation of municipal services, including sanitary and storm sewer;
- (u) septic tanks or septic fields;
- (v) the quality or quantity of water, either from a piped municipal water supply or from a well;
- (w) a water well, but excluding equipment installed for the operation of a water well used exclusively for the New Home, which equipment is considered to be part of the plumbing system for that the New Home.
- (x) damage caused or made worse by the failure of an Owner to take reasonable steps to mitigate any damage.

#### E. WARRANTY TERMS

- 1.1 If *Travelers Insurance Company of Canada* makes a payment or undertakes a repair, or assumes liability for any payment or repair under the Warranty coverage:
  - (a) *Travelers Insurance Company of Canada* is subrogated to all rights of recovery of an Owner against any person or persons who may have caused or contributed to the requirement for the payment or repair under the Warranty;
  - (b) *Travelers Insurance Company of Canada* may bring an action at its own expense, in the name of the Owner or of *Travelers Insurance Company of Canada* to enforce such rights, and
  - (c) the Owner will fully support and assist *Travelers Insurance Company of Canada* in the pursuit of those rights if *Travelers Insurance Company of Canada* pursues such subrogated rights;
- 1.2 Implied or expressed warranties or representations made by a Builder to an Owner are not binding on *Travelers Insurance Company of Canada* except as set out in this Warranty Certificate;
- 1.3 An Owner, or occupant, must permit *Travelers Insurance Company of Canada* or the Builder, or both, to enter the New Home at all reasonable times, upon giving reasonable notice to the Owner:
  - (i) to monitor the New Home or its components,
  - (ii) to inspect for required maintenance,
  - (iii) to investigate complaints or claims, or
  - (iv) to undertake repairs under the Warranty Certificate;
- 1.4 If any reports are produced as a result of any of the activities referred to in paragraph E.1.3, the reports will be provided to the Owner on request;
- 1.5 An Owner must provide to *Travelers Insurance Company of Canada* all information and documentation that the Owner has available, as reasonably required by *Travelers Insurance Company of Canada*, in order to investigate a claim or maintenance requirement, or to undertake repairs under the Warranty Certificate;
- 1.6 To the extent that damage to a New Home is caused by the unreasonable refusal of an Owner or occupant to permit *Travelers Insurance Company of Canada* or the Builder access to the New Home for the reasons set out in paragraph E.1.3, or to provide the information required by paragraph E.1.5, such damage is excluded from the Warranty coverage.

#### F. NOTICE OF CLAIM

- 1.1 Within a reasonable time after the discovery of a Defect and before the Expiry Date of the applicable Warranty coverage, an Owner must give *Travelers Insurance Company of Canada* and the Builder written notice in reasonable detail that provides particulars of any specific alleged Defects which may be covered by the Warranty.

- 1.2 *Travelers Insurance Company of Canada* will require the notice under Subsection F.1.1 to be in a prescribed form and include:
  - (a) the Home Warranty Certificate Number of the New Home,
  - (b) copies of all relevant documentation and correspondence between the Owner and the Builder, and
  - (c) Particulars of the claim as determined to be necessary by *Travelers Insurance Company of Canada* to comply with its obligations pursuant to this Warranty Certificate.
- 1.3 The obligations of *Travelers Insurance Company of Canada* absolutely cease unless:
  - (a) Proper notice is given to *Travelers Insurance Company of Canada* of a claim prior to the Expiry Date; and
  - (b) The Owner conducts reasonable inspections of the New Home from time to time in order to discover defects or potential defects and gives notice pursuant to Subsection F.1.1.

#### G. DUTY TO MITIGATE AND MAINTAIN

- 1.1 *Travelers Insurance Company of Canada* requires the Owner to maintain the New Home and mitigate any damage to the New Home, including damage caused by Defects or water penetration, as set out in the Warranty Certificate.
- 1.2 The Owner must take all reasonable steps to restrict damage to the New Home if the Defect requires immediate attention.
- 1.3 Subject to Subsection G.1.2, for Defects covered by this Warranty, the duty to mitigate is met through timely notice in writing to *Travelers Insurance Company of Canada*.
- 1.4 The Owner's duty to mitigate survives even if:
  - (a) the New Home is unoccupied,
  - (b) the New Home is occupied by someone other than the Owner,
  - (c) water penetration does not appear to be causing damage, or
  - (d) the Owner advises the Strata Corporation about the Defect.

#### H. LIVING-OUT ALLOWANCE

- 1.1 If repairs are required under the Warranty Certificate and damage to the New Home or the extent of the repairs renders the New Home uninhabitable, *Travelers Insurance Company of Canada* covers reasonable living-out expenses incurred by the Owner.
- 1.2 The maximum amount per day for claims for living-out expenses is \$100.00, for the complete reimbursement of the actual accommodation expenses incurred by the Owner at a hotel, motel, or other rental accommodation up to the day the New Home is ready for occupancy, subject to the Owner receiving 24 hours advance notice.
- 1.3 Where the New Home comprises part of a Strata Plan and *Travelers Insurance Company of Canada* or the Builder, as the case may be, is required to carry out repairs to Common Property as a result of which, in the opinion of *Travelers Insurance Company of Canada*, the New Home is rendered uninhabitable, Section H.1.1 and H.1.2 shall apply.

#### I. WARRANTY ON REPAIRS AND REPLACEMENTS

- 1.1 All repairs and replacements made under this Warranty are warranted against defects in materials and labour until the later of:
  - (a) the first anniversary of the date of completion of the repair or replacement, and
  - (b) the expiry of the applicable Warranty coverage.
- 1.2 All repairs and replacements made under the Warranty will be completed in a reasonable manner using materials and labour conforming to the Building Code and industry standards.
- 1.3 *Travelers Insurance Company of Canada* reserves the right to use the Builder or any third party to perform the Warranty obligations imposed on *Travelers Insurance Company of Canada*, and the Owner agrees to cooperate with *Travelers Insurance Company of Canada* and the Builder and any Third Party in carrying out any such obligations.

#### J. MANDATORY CONDITIONS

##### 1.0 MEDIATION

- In this Section:
- 1.1 (a) "Mediation" means a collaborative process in which two (2) or more parties meet and attempt, with the assistance of a Mediator, to resolve issues in dispute between them; "Mediation Session" means a meeting between two (2) or more parties to a dispute during which they are engaged in Mediation; "Mediator" means a neutral and impartial facilitator with no decision-making power, who assists parties in negotiating a mutually acceptable settlement of issues in dispute between them; "Roster Organization" means any body designated by the Attorney General to select Mediators for the purpose of this regulation.
  - (b) If a dispute between *Travelers Insurance Company of Canada* and an Owner arising under this Warranty Certificate cannot be resolved by informal negotiation within a reasonable time, the Owner may, at the Owner's sole election, require that the dispute be referred to Mediation by delivering to *Travelers Insurance Company of Canada* a written

- request to mediate.
- (c) If the Owner delivers a request to mediate under Subsection J.1.1(b), *Travelers Insurance Company of Canada* and the Owner must attend a Mediation Session in relation to the dispute.
  - (d) In addition to the requirements of Subsection J.1.1(c), *Travelers Insurance Company of Canada* or an Owner may invite to participate in the Mediation any other party to the dispute who may be liable.
  - (e) Within twenty-one (21) days after the Owner has delivered a request to mediate under Subsection J.1.1(b), the parties must, directly or with the assistance of an independent, neutral person or organization, jointly appoint a mutually acceptable Mediator.
  - (f) If the parties do not jointly appoint a mutually acceptable Mediator within the time required by Subsection J.1.1(e), the Owner may apply to a Roster Organization which must appoint a Mediator taking into account:
    - (i) the need for the Mediator to be neutral and independent,
    - (ii) the qualifications of the Mediator,
    - (iii) the Mediator's fees,
    - (iv) the Mediator's availability, and
    - (v) any other consideration likely to result in the selection of an impartial, competent, and effective Mediator.
  - (g) Promptly after a Roster Organization selects the Mediator under Subsection J.1.1(f), the Roster Organization must notify the parties in writing of that selection.
  - (h) The Mediator selected by a Roster Organization is deemed to be appointed by the parties effective the date of the notice sent under Subsection J.1.1(g).
  - (i) The date, time, and place of the first Mediation Session must be scheduled by the Mediator, and the first Mediation Session must occur within twenty-one (21) days of the appointment of the Mediator.
  - (j) Despite Subsection J.1.1(c), a party may attend a Mediation Session by representative if:
    - (i) the party is under legal disability and the representative is that party's guardian ad litem,
    - (ii) the party is not an individual, or
    - (iii) the party is a resident of a jurisdiction other than British Columbia and will not be in British Columbia at the time of the Mediation Session.
  - (k) A representative who attends a Mediation Session in the place of a party referred to in Subsection J.1.1(j):
    - (i) must be familiar with all relevant facts on which the party, on whose behalf the representative attends, intends to rely, and
    - (ii) must have full authority to settle, or have immediate access to a person who has full authority to settle, on behalf of the party on whose behalf the representative attends.
  - (l) A party or a representative who attends the Mediation Session may be accompanied by counsel.
  - (m) Any other person may attend a Mediation Session if that attendance is with the consent of all parties or their representatives.
  - (n) At least seven (7) days before the first Mediation Session is to be held, each party must deliver to the Mediator a statement briefly setting out:
    - (i) the facts on which the party intends to rely, and
    - (ii) the matters in dispute.
  - (o) Promptly after receipt of all of the statements required to be delivered under Subsection J.1.1(n), the Mediator must send each party's statement to each of the other parties.
  - (p) Before the first Mediation Session, the parties must enter into a retainer with the Mediator which must:
    - (i) disclose the cost of the Mediation Services, and
    - (ii) provide that the cost of the Mediation will be paid:
      - (1) equally by the parties, or
      - (2) on any other specified basis agreed by the parties.
  - (q) The Mediator may conduct the Mediation in any manner he or she considers appropriate to assist the parties to reach a resolution that is timely, fair, and cost-effective.
  - (r) A person must not disclose, or be compelled to disclose, in any proceeding oral or written information acquired or an opinion formed, including, without limitation, any offer or admission made in anticipation of or during a Mediation Session.
  - (s) Nothing in Subsection J.1.1(r) precludes a party from introducing into evidence in a proceeding any information or records produced in the course of the Mediation that are otherwise producible or compellable in those proceedings.
  - (t) A Mediation Session is concluded when:
    - (i) all issues are resolved,
    - (ii) the Mediator determines that the process will not be productive and so advises the parties or their representatives, or
    - (iii) the Mediation Session is completed and there is no agreement to continue.
  - (u) If the Mediation resolves some, but not all, issues, then at the request of all parties the Mediator may complete a report setting out any agreements that the parties to the Mediation have made as a result of the Mediation, including, without limitation, any agreements made by the parties on any of the following:
    - (i) facts;
    - (ii) issues;
    - (iii) future procedural steps.

## 2.0 DISCLOSURE OF CLAIMS HISTORY

- 2.1 (a) On receipt of an inquiry from an Owner of a New Home covered by Home Warranty coverage regarding the claims experience of that New Home, *Travelers Insurance Company of Canada* will provide the Owner with a history of claims.
- (b) The history of claims referred to in Subsection J.2.1(a) will include, for each claim, the following information for both the Dwelling Unit and, if applicable, the associated Common Property:
  - (i) the type of claim that was made;
  - (ii) the resolution of the claim;
  - (iii) the type of repair performed;
  - (iv) the date of the repair; and
  - (v) the cost of the repair.
- (c) *Travelers Insurance Company of Canada* will charge a fee to provide the history of claims.

## 3.0 HANDLING OF CLAIMS

- 3.1 (a) *Travelers Insurance Company of Canada* will, on receipt of a notice of a claim from the Owner under the Warranty Certificate, promptly make reasonable attempts to contact the Owner to arrange an evaluation of the claim.
- (b) *Travelers Insurance Company of Canada* will make all reasonable efforts to avoid delays in responding to a claim under the Warranty Certificate, evaluating the claim, and scheduling any required repairs.
- (c) If, following evaluation of a claim under the Warranty Certificate, *Travelers Insurance Company of Canada* determines that the claim is not valid or not covered under the Warranty Certificate, it will notify the Owner of the decision in writing, setting out the reasons for the decision.
- (d) The notice under Subsection J.3.1(c) will also set out the rights of the parties under the third party dispute resolution process referred to in Section J.1.1 of this Warranty Certificate.
- (e) Repairs will be undertaken in a timely manner, with reasonable consideration given to weather conditions and the availability of Materials and Labour.
- (f) On completion of any repairs, *Travelers Insurance Company of Canada* will deliver a copy of the repair specifications to the Owner, along with a letter confirming the date the repairs were completed and referencing the Warranty on repairs. Refer to Section I of this Warranty Certificate.

## 4.0 TRANSFER OF WARRANTY TO SUBSEQUENT PURCHASERS

- 4.1 (a) The Warranty Certificate pertains solely to the New Home for which it provides Warranty coverage and no notice to *Travelers Insurance Company of Canada* is required on a change of ownership.
- (b) All of the applicable obligations and unused warranty benefits under the Warranty Certificate are automatically transferred to any subsequent Owner(s) on a change of ownership.

## K. DEFINITIONS

- 1.1 "Act of God" means an act occasioned by the forces of nature and beyond the reasonable control of the Builder, and includes but is not limited to: fire, flood, changes in or actions of the underground water table or any other subsurface water, earthquake, hail, landslide, lightning, strong winds, and freezing.
- 1.2 "Builder" means the person named in this Warranty Certificate.
- 1.3 "Building Code" means, as applicable,
  - (a) the British Columbia Building Code established under the *Municipal Act*, or
  - (b) The Vancouver Building Bylaw established under the *Vancouver Charter*.
 In force at the time that the building permit was issued for the New Home or, in jurisdictions where a building permit is not required, in force when construction commences;
- 1.4 "Building Envelopes" means the assemblies, components and materials of a New Home which are intended to separate and protect the interior space of the New Home from the adverse affects of exterior climatic conditions. Interior space of the New Home includes all material not directly exposed to exterior climatic conditions. Exterior climatic conditions means the direct affect of weather on the New Home.
- 1.5 "Building Envelope Warranty" means the Warranty against Building Envelope Defects provided pursuant to Subsection A.2;
- 1.6 "Commencement Date" means in respect of the New Home, Common Property or multi-unit building, the date the Warranty coverage commences, and as set out in Part B hereof. Any determination by *Travelers Insurance Company of Canada* of the Commencement Date shall be binding on the parties to this Warranty Certificate;
- 1.7 "Common Property" has the same meaning as in the *Strata Property Act*, but does not include land;



- 1.8 "Cooperative" means a building, or a portion of a building, provided for residential occupancy purposes to members of an association incorporated or continued under the *Cooperative Association Act*;
- 1.9 "Defect" means any design or construction that is contrary to the Building Code or that requires repair or replacement due to the negligence of a Builder or person for whom the Builder is responsible at law;
- 1.10 "Delivery and Distribution Systems" means the mechanical and electrical systems for delivery and distribution of electricity, water, waste, heat and air within and throughout a New Home, but excludes plumbing and electrical fixtures and appliances.
- 1.11 "Driveway" means a surface intended and constructed primarily to be used for vehicular access to or from the New Home;
- 1.12 "Expiry Date" means the expiration dates referenced in this Warranty Certificate pertaining to each applicable Warranty and after which such Warranty absolutely ceases to exist;
- 1.13 "Load Bearing" means subjected to or designed to carry loads in addition to its own dead load, but does not include a wall element subjected only to wind or earthquake loads in addition to its own dead load. The Load Bearing portions of the New Home are limited to the following:
- (a) foundation systems,
  - (b) support beams, posts, and columns,
  - (c) load bearing walls, and
  - (d) floor and roof support system.
- 1.14 "Materials and Labour" means only Materials and Labour supplied by the Builder for construction of the New Home.
- 1.15 "Materials and Labour Warranty" means the Warranty against defects in materials and labour provided to an Owner pursuant to Section A hereof;
- 1.16 "Material Damage" means damage which materially and adversely affects the use of the New Home for residential occupancy.
- 1.17 "New Home" means the New Home specified in this Warranty Certificate and which is a building or portion of a building, that is newly constructed and intended for residential occupancy, or a non-residential building, or portion thereof, converted to use for residential occupancy and sale, that is a single, self-contained residence usually containing cooking, eating, living, sleeping, and sanitary facilities.
- 1.18 "Owner" means the person who:
- (a) purchases an interest in the New Home, or
  - (b) contracts with a Builder to construct a New Home, and includes
  - (c) a person who purchases a life interest in the New Home,
  - (d) a Cooperative, corporation or society having an ownership interest in the New Home, and
  - (e) a subsequent Owner of the New Home;
- 1.19 "Strata Corporation" means the corporation created pursuant to the *Strata Property Act* R.S.B.C. 1996, Chapter 64, and amendments thereto for the purpose of the Warranty, that body charged with the obligation to administer the Common Property Warranty;
- 1.20 "Strata Plan" means a strata plan as defined in the *Strata Property Act* R.S.B.C. 1996, Chapter 64, and amendments thereto; including strata units and common property as therein defined.
- 1.21 "Structural Damage" means damage which results from a Structural Defect and must be visible and measurable, and must exceed allowable tolerances established by Travelers Insurance Company of Canada, provided always that Structural Damage caused by an Act of God, an act or omission of a Third Party, or other causes not directly related to Material and Labour provided by the Builder, or those for whom the Builder is responsible at law, are excluded from the Warranty herein provided. The presence of water in itself, in any form, will not be considered as a Structural Damage;
- 1.22 "Structural Defect" means a Defect in the New Home resulting in failure of any Load Bearing portion which affects the Load Bearing function of the New Home.
- 1.23 "Structural Defects Warranty" means the Warranty against Structural Defects provided to an Owner pursuant to Section A hereof;
- 1.24 "Third Party" means any third party or combination of third parties for whom the Builder is not at law responsible.
- 1.25 "Warranty" means only this Certificate and those Warranty coverages, terms, and conditions set out in this Warranty Certificate.

This Warranty Certificate is to be read and interpreted as a whole and represents the entire contract between *Travelers Insurance Company of Canada* and the Owner.

(Revised Jan. 2014)





AGENCY AGREEMENT

THIS AGREEMENT dated for reference as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

THE OWNERS, STRATA PLAN \_\_\_\_\_ "VODA", a Strata Corporation constituted under the laws of British Columbia and having its address at 1661 Quebec Street, Vancouver, British Columbia.

(hereinafter called the "Strata Corporation")

OF THE FIRST PART

AND:

GATEWAY PROPERTY MANAGEMENT CORPORATION, a company incorporated under the laws of the Province of British Columbia with offices at 11950 - 80 Ave, Delta, BC V4C 1Y2

(hereinafter called the "Agent")

OF THE SECOND PART

WHEREAS:

- A. The Strata Corporation is responsible for the control, management, maintenance and administration of the common property and common assets of the Strata Corporation and all personnel, operations, business and all things and activities comprising or associated with or carried on in the Strata Plan.
B. The Agent has agreed to provide certain services to the Strata Corporation.

INITIALS table with AGENT and STRATA columns

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C. The Strata Corporation has agreed to contract with the Agent for the purposes of providing services described herein.

WITNESS THEREFORE that in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency whereof is by each hereby acknowledged) and in consideration of the mutual promises contained herein, the parties agree, one with the other, as follows:

Definitions

- 1. In this Agreement, the following terms shall have the following meanings:
  - 1.1 “Act” means the *Strata Property Act* and amendments thereto and any regulations adopted pursuant to the Act;
  - 1.2 “Agent” means the strata property agency brokerage described on page 1 hereof;
  - 1.3 “Agent’s Fees” means the fees payable to the Agent pursuant to Clause 5.2 of this Agreement;
  - 1.4 “Agreement” means this agreement, including Schedule A, Schedule B and any other schedules attached hereto, and any amendments thereto;
  - 1.5 “Bylaws” means the bylaws adopted by the Strata Corporation and in effect from time to time;
  - 1.6 “Laws” means all applicable restrictive covenants, zoning ordinances and building codes, health, environmental and safety laws and regulations, and other federal, provincial and other laws, statutes, ordinances, rules, regulations, orders and court decisions;
  - 1.7 “Meetings” means all meetings of the Strata Corporation and Strata Council, including the annual general meeting, special general meeting, committee meetings, arbitrations and mediation hearings, court hearings, or other meetings requiring the Agent’s attendance pursuant to this Agreement;
  - 1.8 “Owners” means the owners of strata lots included in the Strata Plan;
  - 1.9 “RESA” means the *Real Estate Services Act* and amendments thereto and any regulations or rules adopted pursuant to the *Real Estate Services Act*;
  - 1.10 “Rules” means the rules made pursuant to sec. 125 of the Act from time to time;

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- 1.11 “Section” means a section of the Strata Corporation created pursuant to Part 11 of the Act;
- 1.12 “Strata Corporation” means the strata corporation described on page 1 hereof;
- 1.13 “Strata Council” means the strata council of the Strata Corporation;
- 1.14 “Strata Plan” means the strata plan filed in the Land Title Office that created the Strata Corporation; and
- 1.15 “Tax” means the Harmonized Sales Tax and/or the Goods and Services Tax as may be applicable under the *Excise Tax Act*, Provincial Sales Tax as may be applicable under the *Provincial Sales Tax Act* and any other applicable tax in replacement or substitution therefor that is applicable to the services provided under this Agreement.

Exclusive Appointment

- 2. Commencing on the Commencement Date set out in item 1 of Schedule A attached hereto, the Strata Corporation hereby appoints the Agent as its sole and exclusive Agent to provide strata agency services to the Strata Corporation upon the terms and conditions herein contained, and the Agent agrees to serve the Strata Corporation in that capacity in a faithful, diligent and honest manner, subject to the direction of the Strata Council and the terms of this Agreement.

Agent’s Agreement

- 3. The Agent hereby covenants and agrees with the Strata Corporation as follows:

General

- 3.1 Agent Services - To furnish the services of the Agent as agent for the Strata Corporation in assisting the Strata Council in managing the affairs of the Strata Corporation;
- 3.2 Administration - To assist in the administration of the common property and common assets of the Strata Corporation under the direction of the Strata Council;
- 3.3 Strata Corporation’s Performance - To assist the Strata Council with the performance of all obligations required to be performed by the Strata Corporation pursuant to agreements entered into between the Strata Corporation and any other person, firm or corporation in respect of the affairs of the Strata Corporation;
- 3.4 Staffing – To provide sufficient staff at the Agent’s expense in order to provide the Agent’s services hereunder. The Agent may designate a representative of the Agent to be the principal contact person between the Agent and the Strata Corporation;

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Financial

- 3.5 Strata Fees - To receive and record in a timely fashion all strata fees, special levies, user fees, contributions to the contingency reserve fund, and other revenues and amounts due to the Strata Corporation;
- 3.6 Unpaid Strata Fees - To demand and attempt to recover from the Owners, all strata fees, contingency reserve fees, special levies or user fees and any and all other monies from time to time payable by such Owners to the Strata Corporation in any lawful manner howsoever and to make and agree to all just and reasonable abatements, payments and allowances in respect thereof;
- 3.7 Non-Payment of Strata Fees - To take legal action at the expense of the Strata Corporation for and in the name of the Strata Corporation, to effect the collection of unpaid monthly strata fees, special levies, user fees, contributions to the contingency reserve fund and any other monies due to the Strata Corporation and to sign, file and deliver certificates of liens, receipts, certificates, or acknowledgements, all at the direction of the Strata Council;
- 3.8 Annual Budget – To assist the Strata Council in budgeting the Strata Corporation revenue and expenditures and in determining the appropriate amount of contribution to be paid by each Owner towards operating expenses and the contingency reserve fund as required by the Act and in this regard to furnish annually, an estimate of revenues and expenses;
- 3.9 Accounting Statement - To provide the Strata Council with a monthly accounting statement of receipts, disbursements, expenses and charges;
- 3.10 Bank Statement – To provide the Strata Council with a copy of each monthly bank statement for each trust account and a reconciliation of same within 6 weeks after the end of the month to which the statement relates;
- 3.11 Expenditures – To sign cheques and to otherwise pay from the Strata Corporation’s funds in a timely fashion, all charges, expenses and outgoings whatsoever payable by, or chargeable to the Strata Corporation provided funds are available to make such payments and the Strata Council’s authorization is provided where required;
- 3.12 Payroll Accounts – To provide payroll accounting for Strata Corporation employees, if necessary, either directly or through a third party service provider and to charge a fee for such services in the amount set forth in item 2 of Schedule A;
- 3.13 Strata Corporation’s Monies - To deposit all receipts of the Strata Corporation into the appropriate trust account or accounts in accordance with the provisions of RESA, such trust accounts to be separate from the Agent’s corporate accounts and deposited with an

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institution qualified to engage in the credit union, banking or trust business, and to withdraw funds from or transfer funds between such accounts as may be appropriate. The Agent may transfer such monies between accounts and pooled trust accounts as permitted by RESA and may invest the Strata Corporation's funds as appropriate and as permitted under RESA and sec. 95 of the Act;

Trust Accounts

- 3.14 Maintenance of Trust Accounts – To maintain at least one separate trust account in the name of the Strata Corporation, as further specified in item 3 of Schedule A attached hereto;
- 3.15 Contingency Reserve/Special Levy Trust Accounts - If the Agent is to hold contingency reserve money or special levy money as specified in item 3 of Schedule A, to maintain separate trust accounts for the contingency reserve money and the special levy money;
- 3.16 Statutory Review of Books - To keep full and detailed books and to make the books available for the annual review of books maintained by the Agent as required by the Real Estate Council of BC pursuant to RESA and to charge the fee specified in item 1 of Schedule B, whether or not the Strata Corporation's books are in fact reviewed in whole or in part, pursuant to the statutory review;
- 3.17 Strata Corporation's Audit - To keep full and detailed books and if directed by the Strata Corporation, to arrange for an outside accountant to conduct an audit of the Strata Corporation's books, at the Strata Corporation's cost;
- 3.18 Signing Authority – To ensure that the signing authority of the Agent for the operating fund trust account and/or pooled trust accounts includes at least one managing broker of the Agent. If contingency reserve and/or special levy trust accounts are maintained, two signing authorities shall be required for any transfer of funds, which signing authority may be any two of the following: a managing broker, a licensee, director, officer or accountant of the Agent;

Meetings

- 3.19 Meetings - To arrange for a representative of the Agent to attend at a mutually agreed time and date, up to the number of Meetings per year set forth in item 4 of Schedule A attached hereto. It being understood however, that the Agent's attendance over and above the number of Meetings specified in item 4 of Schedule A, or attending at any Meeting of a duration longer than the number of hours specified in item 5 of Schedule A, shall be mutually agreed upon by the parties and the Agent shall be entitled to charge the additional fees shown in Clauses 5.2(b) or 5.2(c) as applicable;

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Strata Council

- 3.20 Strata Council - To consult with and confer fully and freely with the Strata Council (in person at Meetings, or by telephone or email) on behalf of the Strata Corporation in the performance of any of the Strata Council’s duties and to act upon the resolutions of the Strata Council in so far as such resolutions do not conflict with the Act, RESA, any Laws, the Bylaws, the Rules or a direction given by the Strata Corporation;. The receipt by the Agent of written authorization of the Strata Council is sufficient authority for the Agent to so act;
- 3.21 Assistance to Strata Council – To advise the Strata Council on the Act, and to advise the Strata Council of generally accepted practises throughout the strata agency industry. Such interpretation of the Act to be used by the Strata Council as a guide and shall not be regarded as legal advice;

Records

- 3.22 Records - To keep full and detailed records of the transactions of the Strata Corporation and to retain the records required to be maintained by sec. 35 of the Act, including the owner registry (save and except any of the prescribed documents not provided to the Agent by the Strata Corporation and any other documents listed in Schedule B), if applicable, for such time as required by RESA or the Act, and to make available for inspection at the request of the Strata Corporation, all of the Strata Corporation’s documents, accounts and records which the Agent may have and to charge an hourly fee in the amount specified in item 6 of Schedule A for the supervision of the inspection of such records. Any such material shall be made available to any Owner, after first receiving reasonable notice from the Owner in accordance with the Act, of their intention to inspect the records at the office of the Agent;
- 3.23 Use and Disclosure of Strata Corporation Information and Personal Information of Owners – To collect, use and disclose information respecting the Strata Corporation, including personal information respecting any Owner for any and all purposes related to the management, maintenance and administration of the Strata Corporation and for such other purposes as are appropriate in connection with the performance of the duties of the Agent respecting the affairs of the Strata Corporation, including the provision of documentation and information as required by the Act to facilitate the sale of any strata lot which shall include its distribution to the Owner’s real estate licensees, potential purchasers, purchasers and their conveyancers, governmental authorities, Owners’ mortgagees or other authorized requestors in accordance with the Act;
- 3.24 Owner/Tenant’s Registry – To maintain a registry of all Owners and tenanted strata lots. To provide council with an updated registry at every official council meeting including any new/changed in Form K;

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- 3.25 Minutes – At the request of the Strata Council, to prepare minutes for Meetings at which the Agent is in attendance, and provide the minutes of Strata Council meetings and annual and special general meetings of the Strata Corporation pursuant to the terms and conditions of this Agreement and as prescribed by the Act;
- 3.26 Correspondence and Forms – To receive and respond to all correspondence as directed by the Strata Council and to sign, file and deliver statutory forms including certificates, receipts, or acknowledgements, all at the direction of the Strata Council;

Bylaws and Rules

- 3.27 Bylaws and Rules – To familiarize itself with RESA, the Act and the Strata Corporation’s Bylaws and Rules;
- 3.28 Bylaw and Rules Enforcement – To assist with the enforcement of the Bylaws and Rules and, if so directed by the Strata Council, take appropriate action including legal action to enforce or stop any breach or infraction of the Bylaws and Rules, at the expense of the Strata Corporation;
- 3.29 Fines – To provide notice of fines upon the levying of fines by the Strata Council and provide follow up correspondence and initiate legal action as is necessary, at the direction and expense of the Strata Corporation;
- 3.30 Liens – To complete, sign, file and remove liens against delinquent Owners in accordance with the Act and to provide follow up correspondence and initiate legal action as necessary, all at the direction and expense of the Strata Corporation. The Agent may charge a fee for the administration involved or the collection of receivables as specified in item 2 of Schedule B and charge back such fee to the Owner;

Insurance

- 3.31 Property Insurance – Upon the direction of the Strata Council, to secure annual updates to the insurance appraisal for the Strata Plan and to renew insurance policies as they expire pursuant to the Act. All insurance appraisal costs and premium costs shall be expenses of the Strata Corporation;
- 3.32 E&O Insurance – Upon the direction of the Strata Council, to assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Strata Council Errors & Omissions Insurance;
- 3.33 Liability Insurance – To assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Comprehensive General Liability Insurance having a minimum coverage in the amount of \$2,000,000.00 or such greater amount as may be

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directed by the Strata Council. Such insurance policy shall list the Agent as additional insured and shall be applicable to any indemnification of the Agent by the Strata Corporation as required under this Agreement;

- 3.34 Insurance Coverage – To assist the Strata Corporation to place and maintain adequate property, liability, equipment breakdown and other insurance required from time to time and have a qualified insurance agent review the insurance coverage of the Strata Corporation at least every year. The Agent shall at the direction and cost of the Strata Corporation arrange for an insurance appraisal. The Agent shall not be liable for any negligence of any such insurance agent or the insurance appraiser;
- 3.35 Availability of Insurance – When assisting the Strata Corporation in obtaining the insurance described in Clauses 3.31 to 3.34, the Agent shall attempt to obtain such insurance on commercially reasonable terms. The Agent shall have no liability to the Strata Corporation or the Owners if such insurance is not available at all or if it is not available on commercially reasonable terms and the Strata Council elects not to maintain any or all such insurance;
- 3.36 Agent’s Insurance – The Agent shall maintain such insurance as is required by RESA;

Maintenance and Services

- 3.37 Contractors and Employees - To co-ordinate the work of contractors, suppliers or employees and whenever directed by the Strata Council or the Agent deems it advisable or necessary, the Agent shall hire or discharge contractors, suppliers or employees, and it is agreed and understood that all such employees and independent contractors shall be deemed to be employees and independent contractors of the Strata Corporation and not of the Agent, and paid by the Strata Corporation and not the Agent and that the Agent shall not be responsible for the acts, defaults or negligence of such employees or independent contractors if reasonable care has been exercised in their recommendation, appointment discharge and retention;
- 3.38 Contracts – To make and sign contracts in the name of the Strata Corporation to the extent the Agent’s policies permit it to sign such contracts, in respect to the common property and common assets, for electricity, gas, fuel, water, telephone, janitorial services, window cleaning, landscaping, garbage disposal, vermin extermination and other services or such of them as the Strata Council shall deem advisable, and to monitor and negotiate renewal or replacement of such contracts;
- 3.39 Supplies - Subject to the limits expressed by the Strata Council, to place orders for and purchase, in the name of the Strata Corporation, all such equipment, tools, appliances, materials and supplies as is necessary to equip properly and maintain the common property and common assets of the Strata Corporation;

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- 3.40 Emergency Services – To use commercially reasonable efforts to maintain a 24-hour emergency contact service such that the Strata Council or Owners can contact the Agent with respect to matters affecting life or property damage, however the Strata Corporation acknowledges that such services may not be available in the event of a major regional emergency;
- 3.41 Limitation on Expenditures - The Agent agrees to obtain the approval of the Strata Council of the Strata Corporation to all expenditures in accordance with the Act and the Bylaws, other than: (a) expenses contained in the approved annual budget; (b) recurring operating charges; or (c) emergency repairs in excess of the maximum amount established by the Bylaws, if such expenditures are necessary in the opinion of the Agent to protect the common property and common assets of the Strata Corporation from damage or to maintain common services to occupants of any one or more strata lots. Where all or a portion of the expenditure falls within the jurisdiction of a Section, the Agent will seek the approval of the executive of the relevant Section to such expenditure;

Proceedings

- 3.42 Legal Proceedings – To assist in resolution of disputes involving the Strata Corporation as directed by the Strata Council, by recourse to the appropriate authority, including legal proceedings, arbitration, mediation, small claims court, human rights tribunal, internal appeals and residential tenancy disputes;
- 3.43 Legal Counsel – Any provision in this Agreement allowing the Agent to take legal action on behalf of the Strata Corporation shall mean, where appropriate or required, taking legal action through the Strata Corporation’s legal counsel;
- 3.44 Owner’s Defaults - To sign and give notices to Owners of any defaults in any obligations of such Owners to repair or to maintain their strata lots or limited common property in a timely fashion;
- 3.45 Compliance with Notices or Orders – To notify the Strata Council of any notices or orders of any competent public authority requiring repairs to be done in respect of the common property and common assets, or any part thereof, and to notify the Owners of individual strata lots that they must in a like manner comply with such notices or orders in regard to their own individual strata lots;
- 3.46 Compliance with Laws - To take such action on behalf of the Strata Corporation as the Strata Council may direct, as may be necessary to comply promptly with any and all orders or requirements affecting the Strata Corporation made by any governmental body or agency having authority or orders of any Fire Marshall, or board of fire underwriters or similar body;

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Other

- 3.47 Sale of Strata Lots – To provide and sign documentation as required by the Act to facilitate the sale, financing or other dealings with any strata lot at the cost of the Owner or the proposed purchaser or lender. The Agent shall be entitled to retain the fees and disbursements it charges such Owners, proposed purchasers, lenders, real estate licensees, lawyers or notaries; and
- 3.48 Fees, Rebates or Discounts – Not to collect or charge any undisclosed fee, rebate or discount, and if any such fee, rebate or discount should be received by the Agent that fee, rebate or discount will be held in trust for and credited to the account of the Strata Corporation.

Agent’s Authorization

- 4. The Agent shall be deemed the Agent of the Strata Corporation and to enable the Agent to effectively perform its services under this Agreement the Strata Corporation hereby appoints the Agent as its agent to perform the services set out in Clause 3 hereof and to execute all documents and contracts for and on behalf of the Strata Corporation, as directed by the Strata Council, and to commence legal proceedings at the expense of the Strata Corporation as directed by the Strata Council and to perform all other duties provided for in this Agreement.

Strata Corporation’s Agreement

- 5. The Strata Corporation covenants and agrees:
  - 5.1 Indemnity - To save the Agent harmless from any and all claims, damages, costs and liability incurred in connection with the services provided to the Strata Corporation and, without limiting the generality of the foregoing, to indemnify and save the Agent harmless from all claims, damages, costs and liability whatsoever incurred by the Agent in performing its responsibilities hereunder and to protect the Agent against any and all such claims, damages, costs, and liability in the same manner and to the same extent as the Strata Corporation, unless such claim, damage, cost or liability is caused by the gross negligence or wilful misconduct of the Agent or lack of action on behalf of the Strata Corporation (ie. Section 3.37);
  - 5.2 Agent’s Fees - To pay to the Agent the following fees:
    - (a) a fee in advance each and every month during the term of this Agreement, in the amount and on the day specified in item 7 of Schedule A;

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- (b) an additional fee in the amount specified in item 7 of Schedule A, for each additional Meeting over the number specified in Clause 3.19 and item 4 of Schedule A;
- (c) an additional hourly fee in the amount specified in item 9 of Schedule A, for each hour of attendance at any Meeting longer than the hours specified in Clause 3.19 and item 5 of Schedule A;
- (d) an additional fee for appearing as a witness, or assisting with litigation support, special projects and/or major renovations, as determined by the size and nature of the special project and/or major renovations and as may be agreed between the Strata Corporation and the Agent or in the amount determined pursuant to Schedule B, if attached and initialled by both parties;
- (e) an additional fee in the amount specified in item 10 of Schedule A, per strata lot for each month of depositing and processing of special levies;
- (f) such additional fees as are provided for in Schedule B, or as may be agreed upon in writing from time to time;
- (g) together with any applicable Tax payable on such fees or related disbursements;

5.3 Payment of Agent's Fees - The Strata Corporation hereby authorises the Agent to deduct the Agent's Fees and disbursements from the strata fees, special levies, assessments, user fees and any other monies collected by the Agent pursuant to Clause 3;

5.4 Shortfall - That if the bills, accounts or expenses paid by the Agent pursuant to Clause 3 hereof in any calendar month exceed the strata fees and other monies collected in such month by the Agent or if the Strata Corporation does not otherwise have sufficient funds to pay such bills, accounts or expenses, to pay the Agent the amount of such excess promptly upon request, which may include transfer of funds from the Contingency Reserve Fund where permitted under the Act. The Agent shall have no obligation to advance funds to the Strata Corporation for any purpose whatsoever;

5.5 Costs - To pay promptly the Agent's costs of printing, duplicating, mailing, postage, long distance telephone charges, courier or other service charges directly attributed to the Strata Corporation as per the attached item 5 of Schedule B attached hereto;

5.6 Transfer Documentation - To direct and compensate the Agent in accordance with the Act for all transfer of title and ancillary documents for owners;

5.7 Exclusivity - That the Strata Corporation, during the Term of this Agreement and for one (1) year after the termination hereof, will not engage or contract directly or indirectly

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with any present or past employee of the Agent, to perform services the same as or similar to the services the employee performed for the Agent unless agreed to in writing by the Agent;

- 5.8 Documentation – To provide the Agent with all documents and records available to the Strata Corporation, which may be reasonably required by the Agent to properly assist in connection with the services provided by the Agent to the Strata Corporation;
- 5.9 Bylaws and Rules – To provide to the Agent a copy of the Bylaws and Rules of the Strata Corporation and to promptly notify the Agent of any amendments or additions thereto; and
- 5.10 Existing Project – Where the Agent is assuming its role from a prior strata agent or from a self-managed building, the Agent shall not be responsible for errors, missing or inaccurate information in the records, information or materials of the prior agent or the self-managed building provided to the Agent, or for any consequential errors, missing or inaccurate information in the records or materials maintained by the Agent. Nor is the Agent responsible for the past affairs of the Strata Corporation, unless appointed by the Developer, including matters relating to the status of any employee or contractor of the Strata Corporation. The Agent cannot be held responsible for actions taken or not undertaken by the developer.

No Set Off

- 6. That the Strata Corporation shall not be entitled to set off against the Agent’s Fees or any other monies payable to the Agent under this Agreement, any uncollected strata fees, special levies or user fees or other monies owed the Strata Corporation.

Agent to Receive Instructions from Strata Council

- 7. The Strata Corporation hereby authorizes its Strata Council to deal with the Agent. It is agreed and understood that the Agent at all times shall be entitled to rely on and to act upon the instructions or directions received from the Strata Council, and where appropriate or circumstances require, the President or other members of the Strata Council. Without limiting the generality of the foregoing, the Agent may from time to time request instructions or directions in writing signed on behalf of the Strata Corporation by at least two members of the Strata Council, or a formal resolution of the Strata Council after a properly convened meeting of the Strata Council. The foregoing shall constitute the full and sufficient authority for the Agent to act in accordance with such instruction or directions. The Strata Council agrees to provide timely response to requests from the Agent for directions, instructions and information.

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Financial Statements

8. That the Strata Council agrees to review each statement of receipts and disbursements referred to in Clause 3.9, and within thirty (30) days from the date of provision of such statements to the Strata Council, to notify the Agent, in writing, of any alleged mistake or error on the part of the Agent in paying any bill, account or expense on behalf of the Strata Corporation. If the Agent receives no such notification within thirty (30) days of provision of such statements to the Strata Council, the statement shall be deemed to be conclusive and binding and the Agent shall be free from any and all claims in respect of such statement.

Assignment by Agent

9. [Intentionally Deleted]

No Waiver

10. If a party to this Agreement breaches or defaults in its performance under this Agreement and the other party, expressly or implied, waives such default that waiver shall not be deemed or construed to be a waiver to any future breach or default in the performance of such defaulting party's obligations under this Agreement.

Severance

11. That in the event that any provision of this Agreement, or any part thereof, shall be found to be invalid the remainder of this Agreement shall be binding on the parties hereto and shall be construed that the invalid provision or part thereof had been deleted from this Agreement.

Successors and Assigns

12. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns except in the case where the Agent's organization is materially changed (eg. Bankruptcy, court imposed terms, acquisition(s), change of ownership / ownership structure, etc.).

Amendments in Writing

13. Any amendment to this Agreement shall be effective only if it is in writing and is duly signed by the parties.

Duration and Termination

14. This Agreement shall commence and become effective on the date set forth in item 1 of Schedule A, and shall continue for 2 (two) years at which time either party may give 30

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days' notice if they wish to cancel this agreement. Without 30 days' notice by either party this agreement shall be renewed for an additional 2 (two) years. This Agreement shall terminate upon the occurrence of any of the following events:

- (a) One full month after receipt by the Agent of a notice of a resolution passed by a majority vote of the Strata Council, terminating this Agreement';
- (b) One full month after receipt by the Strata Corporation of a notice from the Agent, terminating this Agreement;
- (c) Immediately, through the bankruptcy of the Agent; or
- (d) Immediately, through the insolvency or fraud of the Agent.

After Termination

15. Upon the termination of this Agreement, all obligations of the Agent shall cease except as otherwise expressly provided in RESA, and the Strata Corporation shall pay to the Agent any monies due to it under this Agreement and the Agent shall pay to the Strata Corporation all monies held by it in trust for the Strata Corporation. Further, the Agent shall transfer all records maintained for the Strata Corporation to the Strata Corporation or its agent as may be directed by the Strata Council, upon payment of any outstanding fees to the Agent or as required by RESA. The Agent shall be entitled to retain the original financial records for such period as is required for the Agent to comply with RESA, but the Agent shall provide the Strata Corporation with copies of the financial records, at the Strata Corporation's expense as provided in Schedule B.

Holdback

16. Upon termination of this Agreement, the Strata Corporation shall continue to be responsible for the payment of any and all bills, accounts, and expenses incurred by the Agent within the authority of this Agreement to be paid by the Agent after such termination. The Agent shall be entitled to retain, for thirty (30) days after the date of such termination, a holdback of the monies (the "Holdback") to pay such bills, accounts and expenses or any of them. If a Holdback is not retained by the Agent or is insufficient, the Strata Corporation agrees to reimburse the Agent promptly upon demand for any and all such bills, accounts and expenses paid by the Agent after the termination of this Agreement.

No Partnership

17. The relationship of the Agent to the Strata Corporation shall be that of agent and principal and this Agreement shall not under any circumstances make the Agent or any of

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its employees, officers or authorized representatives, to be the legal representative, partner or employee of the Strata Corporation.

Personal Information

- 18. The Strata Corporation hereby consents to the collection, use and disclosure by the Agent of information about the Strata Corporation and personal information about the Owners, for all purposes consistent with the matters contemplated herein.

Disclosure of Conflicts

- 19. If at any time, the Agent determines it is in a conflict of interest with the Strata Corporation, the Agent shall give written notice of such conflict to Strata Council as soon as reasonably possible. The Strata Corporation hereby acknowledges and consents to the Agent acting for other strata corporations, sections and owners within such strata corporations.

Disclosure of Payments

- 20. If at any time, the Agent anticipates receiving or receives, directly or indirectly, any form of payment or other compensation from an Owner or someone other than the Strata Corporation as a result of recommending an insurance broker, or any other person providing other products or services, the Agent shall disclose the details thereof to the Strata Corporation in writing, including the source of such payments, the amount or likely amount of the payment and all other relevant facts relating to such provision of real estate services.

Charges for Documents

- 21. The Agent, without further specific disclosure to the Strata Corporation, shall be entitled to charge and retain fees (which fees may include a disbursement component) for the following

- (a) the provision of Form B (and all attachments) and Form F and other statutory form as required by the *Strata Property Act*;
- (b) the provision of copies of minutes, Bylaws, Rules, strata plans, engineering reports, financial statements and similar documents of the Strata Corporation when requested by Owners (other than the original distribution of same) or any other person authorized to receive such documents;

and any and all priority fees charged for the priority provision of such documents in accordance with the fees specified in the attached Schedules.

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Sections, the Strata Corporation and Owners

22. The Strata Corporation hereby consents to the Agent acting as agent for the Strata Corporation and any or all of the Sections of the Strata Corporation. The Strata Corporation hereby consents to the Agent providing property rental services or trading services to individual Owners. The Agent shall enter into separate agency agreements with each Section for which it is to provide strata management services or financial management services, and separate service agreements with each individual Owner, and will advise the Strata Corporation in writing when it commences acting for such Sections or any individual Owner.

Primary Client and Secondary Client

23. The Agent hereby declares that the Agent’s “primary client” is as specified in item 7 of Schedule B (the “Primary Client”) and the “secondary client” is as specified in item 7 of Schedule B (the “Secondary Client” or “Secondary Clients”). In the event of a conflict, the Agent will provide the full services it has contracted to provide to the Primary Client and the Agent shall provide limited representation to the Secondary Client or Secondary Clients.

Conflict with Sections

24. The Strata Corporation acknowledges that potential conflicts may arise between a Section and the Strata Corporation or between Sections. In that case, the Agent will notify the Strata Corporation and all affected Sections of the conflict. The Agent may (a) continue to act for the Agent’s Primary Client and cease to act for the Secondary Client; (b) withdraw from the matter in a manner consistent with the applicable Rules, RESA or other professional rules; or (c) to obtain the informed consent of the Strata Corporation and any Section involved, to proceed in assisting the parties. If the Agent withdraws from the matter, the Agent will help the Strata Corporation and the applicable Section(s) retain other advisors and will make a smooth transfer of appropriate file materials and information.

Conflict with Owners

25. If the Agent is providing property rental services or trading services to individual Owners, there may be conflicts as between such Owners, the Strata Corporation and the Sections. If the Strata Corporation or a Section is declared to be the Agent’s Primary Client, the Agent will provide full representation to the Primary Client and the Agent shall provide limited representation to the Owners. As such, the Agent will not be able to:

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Standard Agency Agreement

- (a) act in the Owner's best interests, if those interests conflict with the interests of a Primary Client;
- (b) act in accordance with the Owner's instructions, if acting in accordance with those instructions would lead the Agent to breach any of the Agent's obligations to a Primary Client;
- (c) maintain the confidentiality of information about the owner; or
- (d) disclose to the Owner any confidential information about the Primary Client.

Sections and Expenses

26. The Agent will work with the Strata Corporation and the Sections to appropriately allocate costs and expenses as between the Strata Corporation and the Sections in accordance with the Act, the Bylaws and any policies of the Strata Corporation and the Sections. Where possible the Agent shall obtain the agreement of the Strata Corporation and the Sections as to a policy for allocating routine expenditures and shall allocate such expenditures in a manner consistent with such policy. Where practical the Agent shall obtain the agreement of the Strata Corporation and the Sections as to the allocation of unusual expenditures before the expenditure is authorized or made. Where the Strata Corporation and the Sections cannot agree as the allocation of an expenditure, the expenditure shall be allocated in accordance with the previously adopted practices or policies or if no such practice or policy is applicable, the expenditure shall be allocated to the Strata Corporation, pending the resolution by the Strata Corporation and the Sections as to how the expense shall be allocated.

Sections Accounts

27. The Agent will establish separate accounts for any Section that it is acting for, in addition to any account it maintains for the Strata Corporation as required by RESA and the Act.

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Annual Review Fee

- 28. Annually, the parties shall review the fees and other charges payable under this Agreement. Any such change in fees or charges, shall be agreed to between the parties and shall be evidenced in writing which may include a formal fee amendment agreement or a letter from the Agent to the Strata Corporation setting out such agreed changes in the fees and charges signed by the Agent and two members of the Strata Council.

EXECUTED ON BEHALF OF )  
 \_\_\_\_\_ "VODA" )  
 by its authorized signatories: )

\_\_\_\_\_  
 Authorized Signatory )

\_\_\_\_\_  
 Authorized Signatory )

EXECUTED ON BEHALF OF )  
**GATEWAY PROPERTY MANAGEMENT** )  
**CORPORATION** )  
 by its authorized signatories: )

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 Authorized Signatory )

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 Authorized Signatory )

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Standard Agency Agreement



## SCHEDULE B

### Special Terms and Amendments

1. Clause 3.16 Annual fee for the statutory review of books: \$250.00
2. Clause 3.30 Fee for administration of liened receivables: \$150.00
3. Clause 5.2(d) Additional fees:
  - Litigation Support (Clause 3.42): \$125.00 per hour
  - Special Projects: 3%
  - Major Renovations: 3%
  - Supervising Independent Audits: 125.00 per hour
  - Other: \$125.00 per hour
4. Clause 5.2(f) Additional fees:
  - Attendance by senior management upon request: \$175.00 per hour
5. Clause 5.5 Printing Costs: Current printing costs plus 10%
  - Mailing Costs: Current postage rates
  - Long Distance Telephone Charges: Current long distance rates
  - Courier Costs: Current courier rates plus \$5.00
  - Other
  - Service Charges: NSF and returned cheques \$30.00
  - Storage Charges: \$50.00 per year and \$20.00 retrievable fee per box
6. Clause 15 Cost of photocopying: \$0.25 per page, bulk copies \$0.08 per page
7. Clause 23 Primary Client: The strata corporation (Strata Plan # to be inserted)
  - Secondary Client: Residential Section of (insert Strata Plan #)
  - Secondary Client: Commercial Section of (insert Strata Plan #)
8. Special Terms \_\_\_\_\_

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EXHIBIT I

**OFFER TO PURCHASE AND AGREEMENT OF SALE**

**VODA**

DATE OF OFFER: \_\_\_\_\_, 2015

**VENDOR:**  
Concert Real Estate Corporation  
9<sup>th</sup> Floor - 1190 Hornby Street  
Vancouver, B.C. V6Z 2K5  
Tel: (604) 688-9460 Fax: (604) 688-6882

**VENDOR'S SOLICITORS:**  
Terra Law Corporation (Att'n: B. Ellingson)  
2800 – 650 West Georgia Street  
Vancouver, B.C. V6B 4N7  
Tel: (604) 628-2800 Fax: (604) 628-8999

**1.1. THE PURCHASER(S):**

Full Name: \_\_\_\_\_  
(Mr. Miss Ms. Mrs.)

Full Name: \_\_\_\_\_  
(Mr. Miss Ms. Mrs.)

S.I.N. \_\_\_\_\_

S.I.N. \_\_\_\_\_

Occupation: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postal Code: \_\_\_\_\_

\_\_\_\_\_ Postal Code: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Bus: \_\_\_\_\_ Fax: \_\_\_\_\_

Bus: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

**1.2. LEGAL DESCRIPTION:** Strata lot \_\_\_\_\_ (the "Strata Lot") to be constructed upon lands and premises currently legally described as City of Vancouver, PID: 008-765-146, Lot 1, Block E, District Lot 200A, Plan 12958; Parcel Identifier: 008-765-634, Lot 5, except part in Reference Plan 17723 now Road, Block E, District Lots 200A and 2037, Plan 12958; and Parcel Identifier: 026-497-654, Lot 307, except part on Plan BCP20721, False Creek Plan BCP20720 (collectively, the "Lands").

**1.3. CIVIC ADDRESS:** Suite # \_\_\_\_\_, 1661 Quebec Street, Vancouver, B.C.

**1.4. PURCHASE PRICE:** \$ \_\_\_\_\_  
( \_\_\_\_\_ Dollars)  
(Excluding Goods and Service Tax)

**1.5. ESTIMATED MONTHLY MAINTENANCE FEE:** \$ \_\_\_\_\_

**1.6. DEPOSIT:** Initial deposit of \$5,000.00 payable upon acceptance of this offer by the Vendor, to be increased by \$ \_\_\_\_\_ to a total of 10% of the Purchase Price within 7 days of the Date of Offer, increased by \$ \_\_\_\_\_ for a total deposit of 15% of the Purchase Price by April 15, 2016, and further increased by \$ \_\_\_\_\_ for a total deposit of 20% of the Purchase Price by April 15, 2017. The foregoing deposit amounts, when paid, are collectively referred to as the "Deposit".

**1.7. COMPLETION DATE:** see section 4.1.

**1.8. POSSESSION DATE** (not to be on or before the Completion Date): see section 6.2.

# \_\_\_\_\_ # \_\_\_\_\_  
Strata Lot Suite

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Purchaser(s) Initials

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Vendor(s) Initials

**1.9. AGENT INFORMATION:**

(a) Selling Agent: \_\_\_\_\_ (b) Selling Salesperson: \_\_\_\_\_

(c) Phone: \_\_\_\_\_ (d) Cell: \_\_\_\_\_ (e) Email: \_\_\_\_\_

**1.10. CONDITIONS:** \_\_\_\_\_  
\_\_\_\_\_

**1.11. OFFER:** The Purchaser hereby offers to purchase the Strata Lot on the above conditions and on the further conditions set out herein. This offer is open for acceptance until \_\_\_\_\_, 2015 and upon acceptance by the Vendor signing a copy of this offer there shall be a binding agreement of purchase and sale on the terms and conditions attached hereto.

The provisions on the following pages form part of this Agreement. Read them carefully before your sign this Agreement.

PURCHASER: \_\_\_\_\_  Witness: \_\_\_\_\_

PURCHASER: \_\_\_\_\_  Witness: \_\_\_\_\_

**1.12. ACCEPTANCE:** This offer is accepted by the Vendor as at the \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the "Acceptance Date").

**CONCERT REAL ESTATE CORPORATION**

Per: \_\_\_\_\_  
Authorized Signatory

# \_\_\_\_\_ # \_\_\_\_\_  
Strata Lot Suite

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Purchaser(s) Initials

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Vendor(s) Initials

**1.13. AGREEMENT:** If the Purchaser's offer (contained in section 1.11) is accepted by the Vendor, the Purchaser agrees to purchase the Strata Lot from the Vendor, at the price and upon the terms set out herein, subject to the exceptions listed in subsection 23(1) of the Land Title Act (British Columbia) and the encumbrances and proposed encumbrances (collectively, the "Permitted Encumbrances") described in the disclosure statement dated June 25, 2015, as amended from time to time (collectively, the "Disclosure Statement") in respect of the Development.

The Purchaser acknowledges that the Purchaser is purchasing a strata lot which is to be constructed substantially in accordance with the plans and specifications (the "Plans and Specifications") for the Strata Lot as included in the drawings prepared by Raffi Architects Inc. (the "Architect"), the Vendor's architect for the Development, which have been signed for identification by the Vendor and which are available for review at the Vendor's office at the address set out above.

**2.0 DESCRIPTION OF STRATA LOT**

**2.1 The Strata Lot.** The Strata Lot is the interior of the dwelling unit to be built in accordance with the Plans and Specifications as part of the Development to be constructed upon a portion of the Lands, which dwelling unit is to be located in the area identified by the strata lot number set out in section 1.2 hereof on the Draft Strata Plan attached as Exhibit A to the Disclosure Statement. The Strata Lot will include vinyl flooring in the principal living areas, electric cooktop, hood fan, electric wall oven, microwave, dishwasher, refrigerator, stacking washer and dryer, roller blind window coverings on exterior windows and kitchen islands in strata lots 12, 13, 14, 15, 16, 17, 18, 46, 47, 64, 65, 82, 83, 95, 96, 108, 109, 117, 118, 127, 128, 137, 138, 147, 148, 157, 158, 167, 168, 169, 170, 171, 172, 173 and 174 only. The colour scheme of the finishes in the Strata Lot will be as represented in the display suite and kitchen vignettes at the Vendor's centre (the "Sales Centre") located at 1551 Quebec Street, Vancouver, B.C. The paint colour throughout the Strata Lot will be neutral. The Vendor may substitute materials of reasonable equivalent brand and quality and make minor modifications in features and design of the Development and Strata Lot as are desirable and reasonable in the opinion of the Architect or the Vendor's interior designer, and may use materials other than as prescribed in the Plans and Specifications, all without compensation to the Purchaser. Display suite furnishings, decorator features and fixtures demonstrated in the display suite and kitchen vignettes at the Sales Centre are not included and specifically, without limitation, the following items are not included: hanging dining room, bedroom(s) and den light fixtures, light fixture for picture light outside of second bathroom, built-in millwork and wall shelving, decorator wall coverings or wall treatments and draperies. In addition, the island located between the two display kitchen vignettes in the Sales Centre is not included.

Due to the natural variation of colour and texture in the wood, stone, and dye lots of the tile, flooring and other components of the Strata Lot and the fact that the colour of natural products (especially wood) will change over time, the finishes of any wood, tile, stone and other components of the Strata Lot may differ from the colour and textures shown in the display unit or any samples provided to or viewed by the Purchaser. In addition, even within the Strata Lot, the textures, colours and finishes may vary for the same reasons. The variations are inherent characteristics which cannot be fully controlled and the Vendor does not guarantee an exact match.

**2.2 Colour Scheme:** The Purchaser selects the following colour scheme for the Strata Lot:

WALNUT      OR       OAK

If the Purchaser has not selected a colour scheme for the Strata Lot at the time the Purchaser's offer is accepted by the Vendor, the Purchaser will, within 14 days of the Acceptance Date, inform the Vendor by written notice of his or her selection. If written notice is not received by the Vendor from the Purchaser within such 14 day period, the Vendor will be entitled, in its sole and absolute discretion, to select the colour scheme for the Strata Lot on the Purchaser's behalf and the Purchaser agrees to accept such selection.

**2.3 Parking.** The purchase of the Strata Lot:

DOES      OR       DOES NOT

include the right to use or to the assignment of a parking stall in the Parking Facility (by way of a partial assignment under the Parking Facility Lease as described in the Disclosure Statement). The Purchaser acknowledges and agrees that the Purchaser has read and understood the descriptions of parking allocation intended for the Development as set out in the Disclosure Statement and understands and acknowledges that the Purchaser will not have the right to use or to the assignment of a parking stall in the Parking Facility unless this Agreement specifically provides that the purchase of the Strata Lot includes such right.

**2.4 Storage.** The purchase of the Strata Lot includes:

INSIDE OF SUITE STORAGE      OR       OUTSIDE OF SUITE STORAGE

{133930-500934-00322149;2} Voda (6/25/2015)

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Strata Lot

Suite

Purchaser(s) Initials

Vendor(s) Initials

**3.0 PURCHASE PRICE, DEPOSIT AND PAYMENT**

3.1 Purchase Price. The purchase price (the "Purchase Price") for the Strata Lot is as set out in section 1.4 hereof. The Purchase Price will be paid as follows:

- (a) the amounts comprising the Deposit set out in section 1.6 shall be paid by the Purchaser, by certified cheque or bank draft, to the Vendor's Solicitors, in trust; and
- (b) the balance of the Purchase Price, as adjusted, shall be paid by certified cheque or bank draft on the Completion Date (defined in section 4.1).

3.2 Deposit. The Deposit shall be paid to and held in trust by the Vendor's Solicitors, as a trustee in accordance with Section 18 of the *Real Estate Development Marketing Act* (British Columbia) ("REDMA"). The Deposit shall be released to the Vendor on the Completion Date (defined in section 4.1) or on termination of this Agreement prior to the Completion Date, if such termination does not occur as a result of default of the Vendor under this Agreement, or as provided for in subsection 6.1(a). Subject to this section 3.2, interest on the Deposit (less a reasonable administration fee) will be for the benefit of the Purchaser unless the Purchaser defaults in his or her obligations hereunder, in which case the Vendor may, at its option retain the Deposit and interest thereon on account of damages without prejudice to any other remedy which the Vendor may have in respect of the Purchaser's default.

In accordance with Section 19 of REDMA, a developer may enter into a deposit protection contract with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract in accordance with REDMA with respect to the Deposit (or any portion thereof) and the Strata Lot. The Deposit (or such portion thereof) shall be released to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement shall be deemed to have been amended accordingly.

3.3 Certified Cheques and Bank Drafts. All amounts payable by the Purchaser hereunder on account of the Deposit or the Purchase Price shall be paid by certified cheque or bank draft, which shall be drawn on or issued by, as the case may be, a Canadian chartered bank that is referred to in Schedule A to the Bank Act (Canada) or another financial institution that is acceptable to the Vendor.

3.4 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "Lien Holdback") shall be paid on the Completion Date (defined in section 4.1) to the Vendor's Solicitors to be held in trust pursuant to the Strata Property Act (British Columbia) and Builders Lien Act (British Columbia) (or successor statutes) solely in respect of lien claims registered in the Vancouver Land Title Office (the "Land Title Office") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest-bearing trust account and to pay to the Vendor on the 56<sup>th</sup> day after the Strata Lot is conveyed to the Purchaser the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the solicitors for the Purchaser (the "Purchaser's Solicitors") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of funds into Court if desired by the Vendor, in the name of the Vendor or the Purchaser or otherwise.

**4.0 COMPLETION OF THE PURCHASE AND SALE**

4.1 Completion Date. The Vendor will give the Purchaser a written notice (the "Closing Notice") of the completion date for the purchase and sale of the Strata Lot, which will be a date the Vendor expects both that the Strata Lot will be capable of being occupied and that a transfer of the Strata Lot to the Purchaser can be registered in the Land Title Office. The Strata Lot will be considered to be capable of being occupied if the City of Vancouver (the "City") has given permission for the Strata Lot to be occupied, whether such permission is temporary or final or permits the occupation of any other part of the Development. The completion of the purchase and sale of the Strata Lot shall take place on the day (the "Completion Date") that is specified in the Closing Notice (which will be a day that is at least eight Business Days (a "Business Day" being every day except Saturdays, Sundays and statutory holidays in Vancouver, B.C.) after the Closing Notice is given to the Purchaser), provided that, if on such specified date the Strata Lot is not capable of being occupied or a transfer of the Strata Lot cannot be registered in the Land Title Office, then the Completion Date shall be extended to the earliest date after the date specified in the Closing Notice that is a day on which the Strata Lot is capable of being occupied and a transfer of the Strata Lot to the Purchaser can be registered in the Land Title Office. The construction of the development is expected to be completed on July 15, 2018. Due to the number of Strata Lots in the Development, the completion dates for the Strata Lots will be scheduled over several months following construction completion. It is anticipated that completion dates will be scheduled starting for Strata Lots on the lower floors of the Development and progressing to higher floors. Without limiting the specific provisions regarding the Completion Date set out above and the other terms of this Agreement, it is presently anticipated that the Completion Date for the purchase and sale of the Strata Lot will be between July 15, 2018 and September 14, 2018.

{133930-500934-00322149;2} Voda (6/25/2015)

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Strata Lot Suite

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Purchaser(s) Initials Vendor(s) Initials

4.2 Non-Completion. If by December 31, 2019 (or such later date which results from the application of section 4.3 then by such later date), the Completion Date has not occurred, the Purchaser may, by written notice to the Vendor, cancel this Agreement, whereupon the Purchaser will be entitled to repayment of the Deposit and neither party shall have any claim against the other party under or in respect of this Agreement.

4.3 Cancellation Right. If by December 15, 2016 (the "Outside Date") (or if a later date results from the application of section 4.4, then by such later date), the construction of the Development has not yet commenced, the Vendor will have the right to cancel the Agreement by giving ten (10) business days' written notice of such termination to the Purchaser or the Purchaser's Solicitors on or before January 14, 2017. If the vendor has not given such written notice by such date, this Vendor's right to terminate will be of no further force and effect. For the purposes of this section, the construction of the Development will be deemed to have commenced once the pouring of the concrete for the foundation for the Development has commenced. In the case of cancellation of the Agreement pursuant to this section, the Purchaser will be entitled to repayment of the Deposit plus actual interest earned thereon and neither party shall have any claim against the other party under or in respect of this Agreement.

4.4 Delay. If the Vendor is delayed in completing the Strata Lot or the sale thereof or performing any obligation herein as a result of earthquake, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining or unavailability of labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, breakage or other casualty, climatic conditions, interference of the Purchaser or any other event beyond the control of the Vendor, then the time within which the Vendor must do anything hereunder, and the date referred to in section 4.2 will be extended for a period equivalent to the period of such delay.

4.5 Proceeds of Crime Legislation. The Vendor may in its sole discretion terminate this Agreement if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (the "PCMLTFA") and all regulations under the PCMLTFA (the "Regulations"; the PCMLTFA and the Regulations are collectively referred to herein as the "Anti Money Laundering Legislation"), as amended from time to time. In the event of such termination, the Deposit will be absolutely forfeited to the Vendor thereon as liquidated damages (being a genuine pre estimate of the minimum amount of damages the parties agree the Vendor is expected to suffer as a result of termination), without prejudice to the Vendor's other remedies, including a right to recover additional damages.

## 5.0 CONVEYANCE AND ADJUSTMENT

5.1 Conveyance. The Purchaser will cause the Purchaser's Solicitors to prepare and deliver to the Vendor at least six Business Days prior to the expected date of completion set out in the Closing Notice, a statement of adjustments prepared in accordance with section 5.2 and a Form A - Freehold Transfer (the "Transfer") of the Strata Lot from the Vendor to the Purchaser. The transfer of the Strata Lot will be subject to the Permitted Encumbrances and the Vendor's financing arranged in connection with the construction of the Development, provided that the Vendor's Solicitors undertake, upon receipt of the balance of the Purchase Price due on the Completion Date, to pay to the Vendor's lender under such financing the amount required to obtain partial discharges of the lender's security over the Strata Lot and to take reasonable steps to both obtain such partial discharges and file them in the Land Title Office within a reasonable period of time after receiving the balance of the Purchase Price due on the Completion Date. The Vendor will execute the Transfer and the statement of adjustments to the Purchaser's Solicitors prior to the Completion Date on the condition that the Purchaser (or the Purchaser's Solicitors on behalf of the Purchaser) fulfills the Purchaser's obligations to pay the Lien Holdback to the Vendor's Solicitors on the Completion Date, that forthwith upon the Purchaser's Solicitors obtaining a post-registration index search from the Land Title Office indicating that in the ordinary course of Land Title Office procedure the Purchaser will become the registered owner of the Strata Lot subject only to the Permitted Encumbrances, the Vendor's financing to be discharged and any encumbrances caused or granted by the Purchaser, the Purchaser's Solicitors will cause the balance of the Purchase Price due on the Completion Date to be paid to the Vendor's Solicitors on the undertaking of the Vendor's Solicitors referred to in this section, and that if the Transfer is not filed for registration in the Land Title Office on or before the Completion Date, the Transfer will be returned to the Vendor's Solicitors on demand.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the Strata Corporation of which the Strata Lot forms part, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot shall be made, as of the Completion Date. If any item of adjustment is not specifically allocable to the Strata Lot, that item shall be adjusted in the manner determined by the Vendor, acting reasonably.

## 6.0 MISCELLANEOUS

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# \_\_\_\_\_ # \_\_\_\_\_  
Strata Lot Suite Purchaser(s) Initials Vendor(s) Initials



6.1 Time of the Essence. Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable by the Purchaser hereunder are paid when due, then the Vendor may, at the Vendor's option:

- (a) terminate this Agreement and in such event the Deposit together with all accrued interest thereon will be absolutely forfeited to the Vendor as liquidated damages (which the Vendor and Purchaser agree is a genuine pre-estimate of the minimum amount of damages that the Vendor is expected to suffer as a result of such termination), without prejudice to the Vendor's other remedies, including a right to recover any additional damages; or
- (b) elect to extend the time for completion and complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 3% per annum above the annual rate of interest designated by the Vendor's principal bank as its "prime rate", as that rate changes from time to time, such interest to be calculated from the date upon which such payment and amounts were due to the date upon which such payment and amounts are paid.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subsection 6.1(b), the Vendor, at its sole option, may thereafter elect to terminate this Agreement pursuant to subsection 6.1(a) or permit a further extension pursuant to subsection 6.1(b).

6.2 Risk and Possession. The Strata Lot is to be at the risk of the Vendor until 12:01 a.m. on the Completion Date and thereafter will be at the risk of the Purchaser. As long as the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot have been paid in full, the Purchaser may have possession of the Strata Lot for the purpose of occupying the same at 12:00 p.m. (noon) on the day immediately following the Completion Date, or such later date as agreed between the parties.

6.3 Purchaser's Acknowledgements. The Purchaser acknowledges and agrees that:

- (a) the Purchaser has received a copy of and has been given a reasonable opportunity to read the Disclosure Statement together with any amendments thereto and, in particular, but without limitation, the Purchaser has read and understood the descriptions of parking allocation intended for the Development (see section 2.3), the description of the shared roadways, walkways, landscaping, lighting and other facilities, and the Southeast False Creek neighbourhood energy utility system ("NEU");
- (b) the Purchaser has been informed and understands that the project sales representatives are employees and/or agents of the Vendor, that the Vendor has an agency relationship with Concert Realty Services Ltd. and that the sales representatives are not acting on behalf of the Purchaser;
- (c) there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor or any of its agents or employees, other than those specifically contained herein or in the Disclosure Statement;
- (d) the Purchaser will pay all costs in connection with the purchase and sale of the Strata Lot (including the Purchaser's Solicitors' fees and disbursements, tax, provincial property transfer tax and any other applicable tax, including any applicable federal GST), other than the costs incurred by the Vendor in clearing title to the Strata Lot of financial encumbrances;
- (e) the civic addresses of the building in the Development, the suite and strata lot number assigned to the Strata Lot, and the addresses assigned to the Development as of the date hereof are all subject to change at the discretion of the Vendor, without compensation to the Purchaser;
- (f) the Development is comprised of a 15 storey tower in addition to an 8 storey podium, with parking and common areas below, for a total of 15 above-grade storeys. There will be no floor numbered "13" in the Development. The thirteenth through fifteenth storeys of the Development will be numbered as floors 14, 15 and 16, respectively;
- (g) the display suite and kitchen vignettes located at the Sales Centre are intended to represent the general style of the Development only and are not intended to represent specific floor plans, building design, features, finishes and specifications of the Development. Actual design, room dimensions, room configurations and layouts of suites in the Development will vary;
- (h) view images and interior and exterior renderings and animations shown in the Sales Centre, display suite, web sites, advertising and all other marketing and sales promotional materials are for general illustration purposes only and should not be relied upon to accurately represent the actual views that may be available or the actual interiors or exteriors of the completed building;
- (i) the roller blinds to be installed on the exterior windows are intended to be sunscreens to limit the amount of daylight entering the Strata Lot, and while they may provide a certain amount of privacy from outside viewers during the daytime, they should not be relied upon to provide privacy within the Strata Lot at night or in low light conditions; and
- (j) subject to section 2.1, the Development and the Strata Lot will be built substantially in accordance with the Plans and Specifications as set out in Section 1.13 herein, however the Plans and Specifications are subject to change. The Vendor will not make any changes, modifications or additions that may be requested by the Purchaser to the design, specifications, layout, finishing or fixtures for the Strata Lot.

{133930-500934-00322149;2} Voda (6/25/2015)

# \_\_\_\_\_ # \_\_\_\_\_  
Strata Lot Suite

\_\_\_\_\_  
Purchaser(s) Initials

\_\_\_\_\_  
Vendor(s) Initials

6.4 Privacy Consent.

- (a) The Purchaser consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise collected by or on behalf of the Vendor and its agents, affiliates and service providers (collectively, the "Information") for the following purposes:
- (i) to complete the transaction contemplated by this Agreement, including investment of the Deposit;
  - (ii) to engage in business transactions, including securing financing for the construction of the Development;
  - (iii) to provide ongoing products and services to the Purchaser;
  - (iv) to market, sell, provide and inform the Purchaser of the Vendor's products and services, including information about future projects;
  - (v) additional purposes identified when or before the Information is collected; and
  - (vi) as otherwise provided in the Vendor's Privacy Policy, a copy of which can be obtained upon request.
- (b) The Purchaser consents to the collection, use and disclosure of the Information to agents, contractors and service providers of the Vendor and its affiliates in connection with the above purposes.
- (c) The Purchaser consents to the Vendor and its affiliates communicating with the Purchaser by email and/or other electronic means in connection with the purposes set out in (a) (i) through (vi) above. The Purchaser may refuse or withdraw consent to certain of these purposes at any time by contacting the Vendor at the address set out on page 1, above. The Purchaser may withdraw consent to receiving electronic communication from the Vendor and/or its affiliates in connection with the foregoing purposes at any time by contacting the vendor at the address set out on page 1, above, or at the contact address set out in any such electronic communication received by it, or by way of the "unsubscribe" option included with such electronic communication.
- (d) Subject to legal and contractual requirements, the Purchaser may refuse or withdraw consent to certain of the purposes set out in (a) (i) through (vi) above at any time by contacting the Vendor's privacy officer at the address set out on page 1 above. If the Purchaser refuses or withdraws consent, the Vendor may not be able to provide or continue to provide certain products, services and information to the Purchaser.

6.5 No Registration. Neither this Agreement nor any interest in the Strata Lot created hereunder shall be registered in the Land Title Office except for a transfer of the Strata Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and does not create an interest in land.

6.6 Assignment. The Purchaser shall not assign the Purchaser's interest in the Strata Lot or in this Agreement or direct the transfer of the Strata Lot to any other or additional party without the prior written consent of the Vendor, which consent may be arbitrarily withheld. For greater certainty, the Vendor will not consent to an assignment by the Purchaser of his or her interest in the Strata Lot or in this Agreement: (a) until the later of May 1, 2017 and the date that all the strata lots have been sold by the Developer, provided the Purchaser's full deposit payments due under this Agreement have been paid; nor (b) at any time after February 1, 2018. The Purchaser will pay to the Vendor a fee in the amount of \$5000.00 in respect of any permitted assignment and the Purchaser will comply with any other conditions imposed by the Vendor as conditions to its consent. Notwithstanding the foregoing, at the time of closing the Purchaser may assign the Purchaser's interest in the Strata Lot or this Agreement or direct transfer of the Strata Lot to a spouse (including a common law spouse), child or parent of the Purchaser or to a company of which the Purchaser is a principal without payment of a fee to the Vendor. Notwithstanding any such assignment, the Purchaser will not be released from this Agreement and will remain fully liable hereunder and will remain bound to the Vendor for the fulfillment of the obligations contained herein. It will be a condition of any and all assignments that the Assignor provide to the Vendor all information required by the Vendor in order to comply with its obligations under the Anti-Money Laundering Legislation.

6.7 No Solicitation. The Purchaser covenants and agrees that prior to the Completion Date the Purchaser will not list for sale or lease, solicit offers for sale or lease from the public, advertise for sale or lease (including without limitation listings, solicitations, offers and/or advertisements via the internet), nor directly or indirectly permit any third party to list, solicit offers for or advertise the Strata Lot or the assignment of this Agreement without the prior written consent of the Vendor, which consent may be arbitrarily withheld. For greater certainty, the Purchaser covenants and agrees not to enter into any listing agreement under the multiple listing services (MLS) of the Real Estate Board of Greater Vancouver or any board of The British Columbia Real Estate Association or The Canadian Real Estate Association.

6.8 Service Facilities. The Purchaser acknowledges that the Development will include service facilities and equipment required by the City and any other governments/authority having jurisdiction over the Development in connection therewith such as transformers, fire hydrants, vents, ducts, fans and other such facilities and equipment (the "Service Facilities"). The Service Facilities will be located within the Development as required by the City and any other governmental authority having jurisdiction over the Development or recommended by the Vendor's consultants. The Purchaser acknowledges that the current plans for the Development may not indicate the location of all the Service Facilities and that the Vendor reserves the right to relocate, add or delete all or a portion of the Service Facilities as deemed necessary by the Vendor, without compensation to the Purchaser.

6.9 Governing Law. This offer, the agreement of sale resulting from the acceptance of this offer and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof.

6.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties shall be deemed to have been given at the same time to each other such party.

6.11 Execution of Counterparts and Delivery of Telecopied Agreement. This Agreement may be executed by the parties in counterparts or transmitted by email or facsimile, or any combination thereof, and will be for all purposes as effective as if the parties had executed and delivered to one another a single original Agreement.

6.12 Notices and Tender. Any notice to be given to or documents to be tendered on the parties will be well and sufficiently given if addressed to the respective parties or their respective solicitors, and sent by regular mail, postage prepaid, or delivered by hand or transmitted by email or facsimile to the applicable address or facsimile number set out on page 1 hereof. Such notice or documents will be deemed to be received if so delivered or transmitted, when delivered or transmitted, and if mailed, on the third business day after mailing.

6.13 Amendment to Disclosure Statement. In accordance with the provisions of the *Real Estate Development Marketing Act* (British Columbia), the Vendor acknowledges that:

- (i) The Purchaser may cancel this Agreement for a period of seven days after receipt of the amendment to the Disclosure Statement (the "Amendment") that sets out particulars of the issued building permit if the layout or size of the Strata Lot, or the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit;
- (ii) If the Amendment that sets out particulars of an issued building permit is not received by the Purchaser within 12 months after the Disclosure Statement was filed, the Purchaser may at his or her option cancel this Agreement at any time after the end of that 12 month period until the Amendment is received by the Purchaser, at which time the Purchaser may cancel this Agreement for a period of seven days after receipt of the Amendment only if the layout or size of the Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit;
- (iii) The amount of the Deposit to be paid by the Purchaser who has not yet received the Amendment that sets out particulars of an issued building permit shall be no more than 10% of the Purchase Price; and
- (iv) All deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser given in accordance with subsections 6.13(a) or (b).

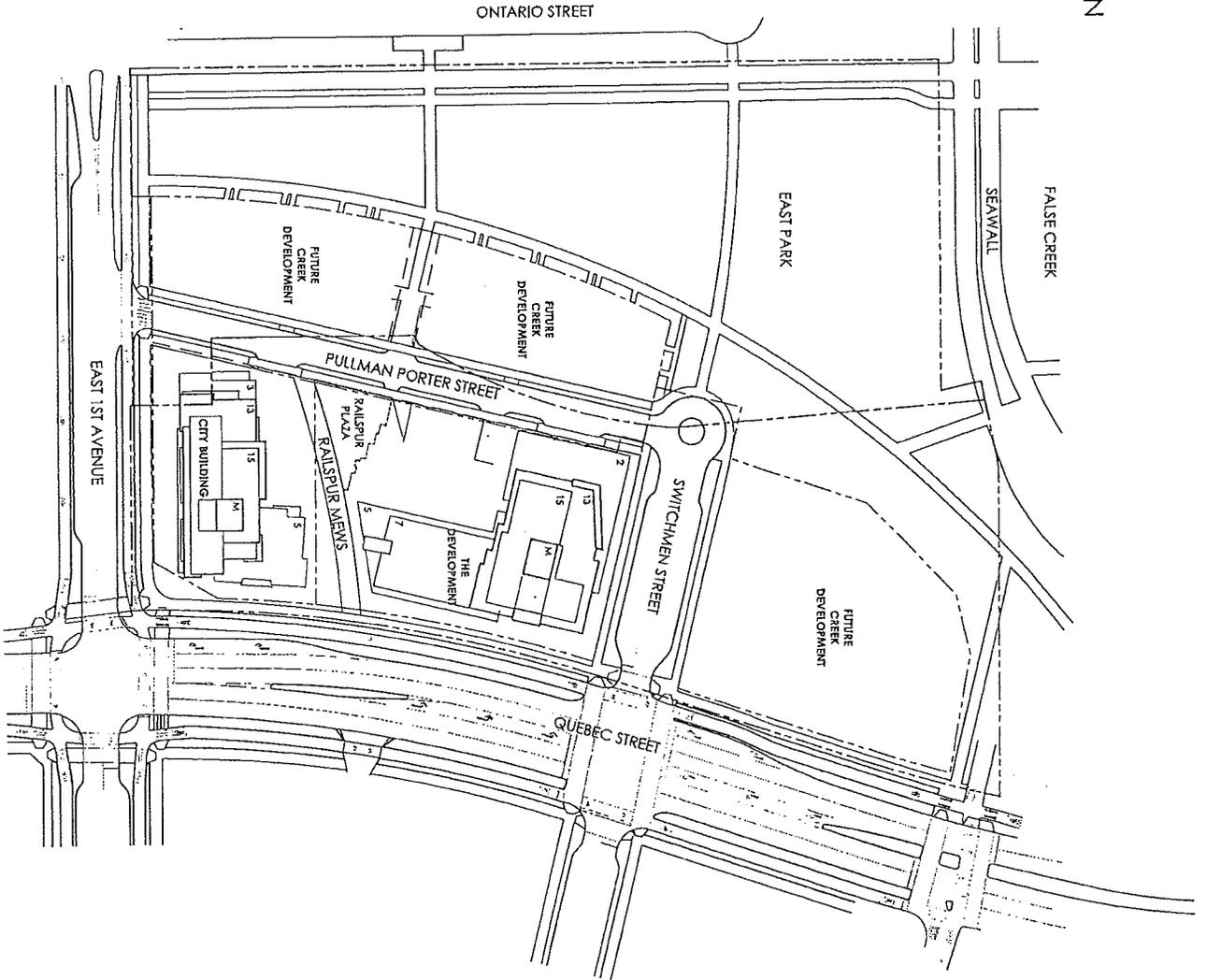
# \_\_\_\_\_ # \_\_\_\_\_  
Strata Lot Suite

Purchaser(s) Initials

Vendor(s) Initials

EXHIBIT J

THE CREEK SITE PLAN



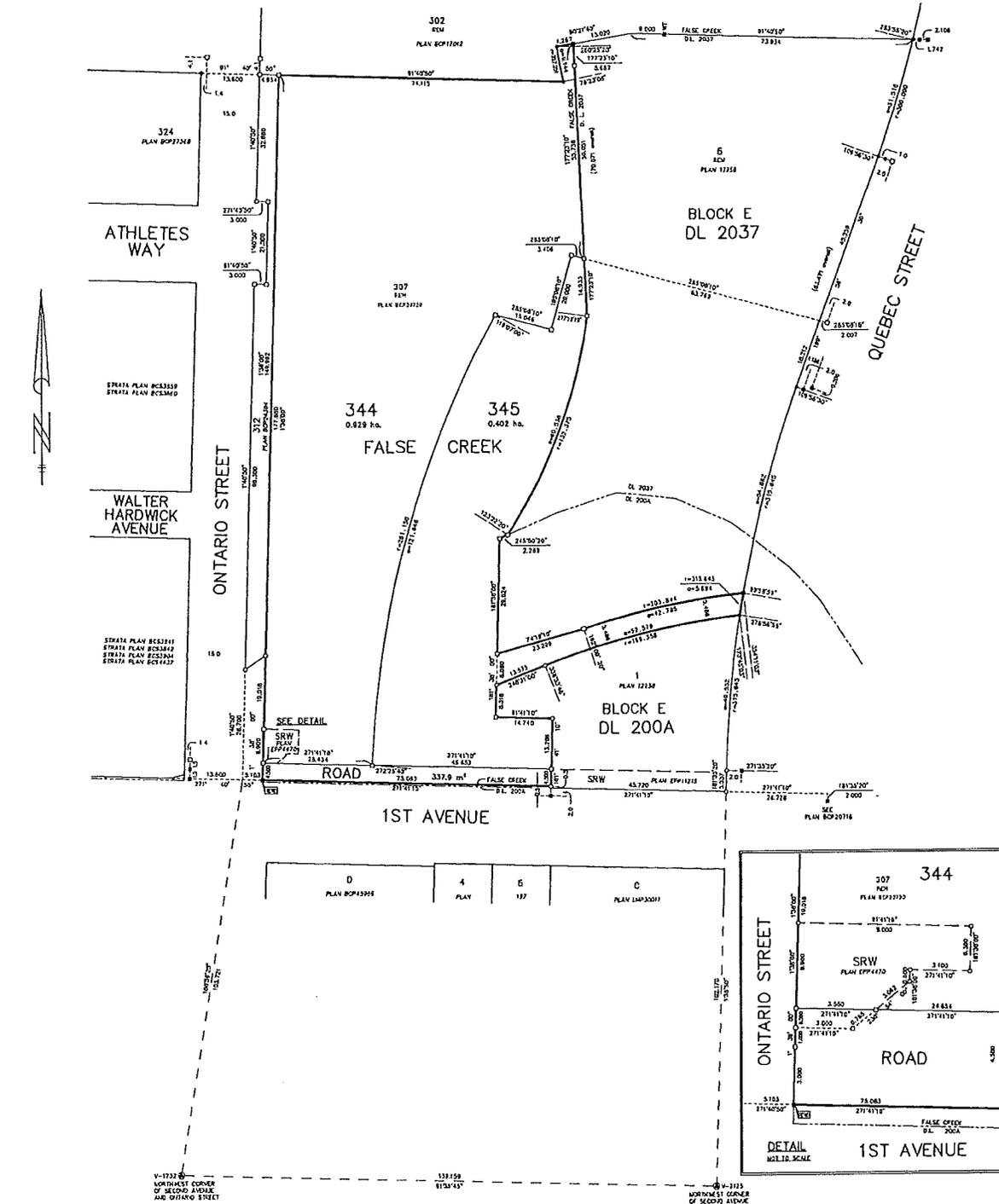
NOTE  
THIS PLAN IS FOR GENERAL INFORMATION PURPOSES ONLY  
AND IS SUBJECT TO CHANGE FROM TIME TO TIME.

PLAN OF SUBDIVISION OF LOT 307, EXCEPT PART ON PLAN BCP20721, FALSE CREEK, GROUP 1, NEW WESTMINSTER DISTRICT, PLAN BCP20720, PURSUANT TO SECTION 67, LAND TITLE ACT.

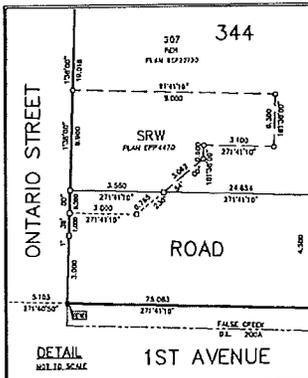
PLAN EPP1333

BCGS 826.015  
 10 0 10 20 30 40 50 METRES  
 ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 5000 M<sup>2</sup> NORTH BY 100 M AND 100 M SOUTH BY 100 M, AS SHOWN IN FIGURE AT A SCALE OF 1:500.

THE PARCELS SHOWN HEREON ARE TO BE CITED HEREFORWARD AS:  
 LOTS 344 AND 345  
 FALSE CREEK  
 GROUP 1, NWD  
 PLAN EPP1333



D	4	5	C
PLAN BCP13356	PLAN	117	PLAN 1403001



INTEGRATED SURVEY AREA NO 31, CITY OF VANCOUVER, NEARBY (SAR) 4001015095  
 GEO MEASUREMENTS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODESIC CONTROL MONUMENTS V-1732 AND V-2123.  
 THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GEO DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE CORRECTION FACTOR OF 0.9999318 WHICH HAS BEEN DERIVED FROM GEODESIC CONTROL MONUMENTS V-1732 AND V-2123.

UTM COORDINATES

GEM	NORTHING	EASTING
V-1732	5,432,458.320	492,303.618
V-2123	5,432,420.815	492,318.096

UTM COORDINATES OBTAINED FROM THE ORIGINAL INTEGRATED SURVEY AREA COORDINATE LISTINGS.

- LEGEND
- ⊙ INDICATES CONTROL MONUMENT FOUND
  - ⊙ INDICATES LEAS PLUG FOUND
  - ⊙ INDICATES LEAS PLUG FOUND
  - ⊙ INDICATES STANDING IRON POST FOUND
  - ⊙ INDICATES STANDING IRON POST PLACED

NOTE:  
 FOR CLARITY PURPOSES CERTAIN OFFSET LINES ARE NOT TO SCALE.  
 OFFSET POSTS AND WELLS POSTS ARE ON PROPERTY LINE OR PROPERTY LINE PRODUCTION UNLESS OTHERWISE NOTED.  
 THIS PLAN SHOWS ONE OR MORE WELLS POSTS WHICH ARE NOT SET ON THE TRAIL CORNER(S).  
 LOTS CREATED ON THIS PLAN ARE A CONTINUATION OF AN EXISTING NUMBERING SERIES.

THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE CITY OF VANCOUVER.  
 THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 24<sup>TH</sup> DAY OF JUNE 2013.  
 FRED L. WONG, BOLS 813

SUBDIVISION PLAN OF:

- (1) LOT 1 BLOCK E DISTRICT LOT 200A PLAN 12958
- (2) LOT 5, EXCEPT PART IN REFERENCE PLAN 17723 NOW ROAD, BLOCK E DISTRICT LOTS 200A AND 2037 PLAN 12958
- (3) LOT 345 FALSE CREEK GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP1333

PURSUANT TO SECTION 67 OF THE LAND TITLE ACT  
BC05 920.025



THE HORIZONTAL PART SIZE OF THIS PLAN IS 1/32" = 1' 0" BY  
1/16" = 1' 0" WHEN PLATED AT A SCALE OF 1/32".

NOTES:

INTERFERING SURVEY AREA NO. 24, CITY OF VANCOUVER, 2004 (2013) 4283-01-01.

DATA HERETOBY AND PROVIDED FROM DEPARTMENTS BETWEEN DECEMBER 2012, NOVEMBER 11-12, 2009 AND 11-12, 2009.

THE LVM COMPUTED AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY SCHEME ARE BASED FROM THE VALUES PROVIDED TO THE CITY OF VANCOUVER FOR REGIONAL CONTROL MONUMENTS V-1132 AND V-1133.

THIS PLAN SHOWS HORIZONTAL CONTROL-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GRID-LEVEL DISTANCES BY THE ANGLE CORRECTION FACTOR OF 0.999872 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS V-1132 AND V-1133.

THIS PLAN SHOWS ONE OR MORE MONUMENT POINTS WHICH ARE NOT SET BY THE FIELD SURVEY.

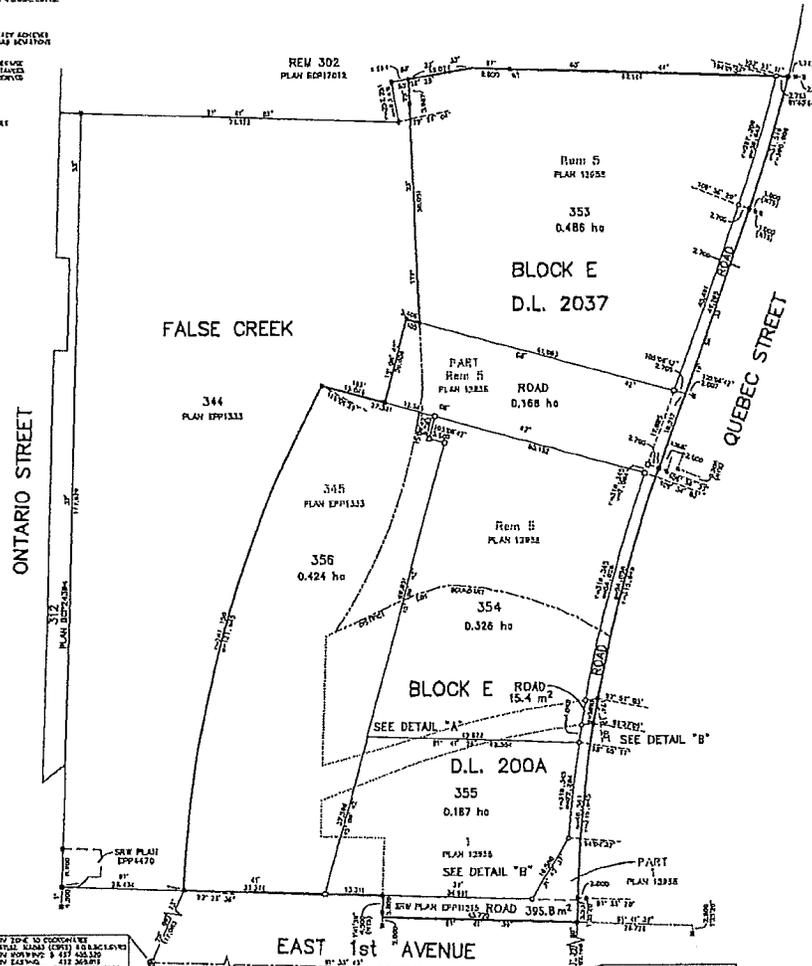
OTHER POINTS AND MARKS ARE IN THE PRODUCTION OF PROPERTY DATA UNLESS INDICATED OTHERWISE.

LOTS CREATED BY THIS PLAN ARE A CONTINUATION OF AS EXISTING UNDIVIDED LOTS.

LEGEND

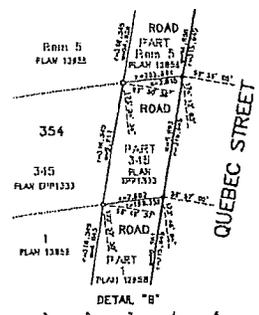
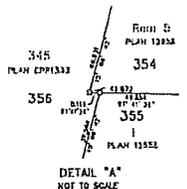
- ⊙ INDICATES EXISTING ELEVATION POINT
- ⊙ INDICATES STAKELESS IRON PILE FOUND
- ⊙ INDICATES STAKELESS IRON PILE FOUND
- ⊙ INDICATES LEAN PILE FOUND
- ⊙ INDICATES LEAN PILE FOUND
- ⊙ INDICATES LEAN PILE FOUND
- ⊙ INDICATES SQUARE METERS
- ⊙ INDICATES WHEELS

THE PARCELS SHOWN HEREON ARE TO BE CITED HERETOBY AS:  
LOTS 353 TO 356  
FALSE CREEK  
GROUP 1, NWD  
PLAN EPP46205



LVM ZONE 11 COORDINATE  
EASTING: 411 204.000  
NORTHING: 411 204.000  
SCALE FACTOR: 0.999872  
ELEVATION: 121.1134  
ELEVATION DIFFERENCE: 0.000000  
ESTIMATED HORIZONTAL POSITIONAL  
ACCURACY: 0.10 METERS

LVM ZONE 11 COORDINATE  
EASTING: 411 204.000  
NORTHING: 411 204.000  
SCALE FACTOR: 0.999872  
ELEVATION: 121.1134  
ELEVATION DIFFERENCE: 0.000000  
ESTIMATED HORIZONTAL POSITIONAL  
ACCURACY: 0.10 METERS



WATSON PECK & TOPLISS  
SURVEYORS & ENGINEERS  
FIRM - 1119 HORNBY-CE VST  
VANCOUVER, B.C.  
V6A 4P7  
PH: (604) 681-3331  
FAX: (604) 681-3337  
CADSW: (604) 681-3331-3332-3333

THIS PLAN LIES WITHIN THE JURISDICTION  
OF THE VICE-ROYAL ENGINEER FOR THE  
CITY OF VANCOUVER.

THIS PLAN LIES WITHIN THE  
CITY OF VANCOUVER'S ZONING BY-LAW.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS  
COMPLETED ON THE 24th DAY OF JUNE, 2013  
BY: JOHN MICHAEL BOSS, P.E.



EXHIBIT M

REFERENCE PLAN OF STATUTORY RIGHT OF WAY OVER  
PARTS OF LOT 354 AND LOT 355  
FALSE CREEK, GROUP 1, NEW WESTMINSTER DISTRICT PLAN EPP46205

PLAN EPP46207

PURSUANT TO SECTION 89(1)(a) OF THE LAID TITLE ACT  
FOR THE PURPOSE OF PUBLIC ACCESS  
BCGS 926.025

BOOK OF REFERENCE

STATUTORY RIGHT OF WAY AREAS	
PART OF LOT 354 FALSE CREEK GROUP 1 ROAD PLAN EPP46205	465.7m <sup>2</sup>
PART OF LOT 355 FALSE CREEK GROUP 1 ROAD PLAN EPP46205	53.7m <sup>2</sup>
<b>TOTAL SRW AREA</b>	<b>519.4m<sup>2</sup></b>

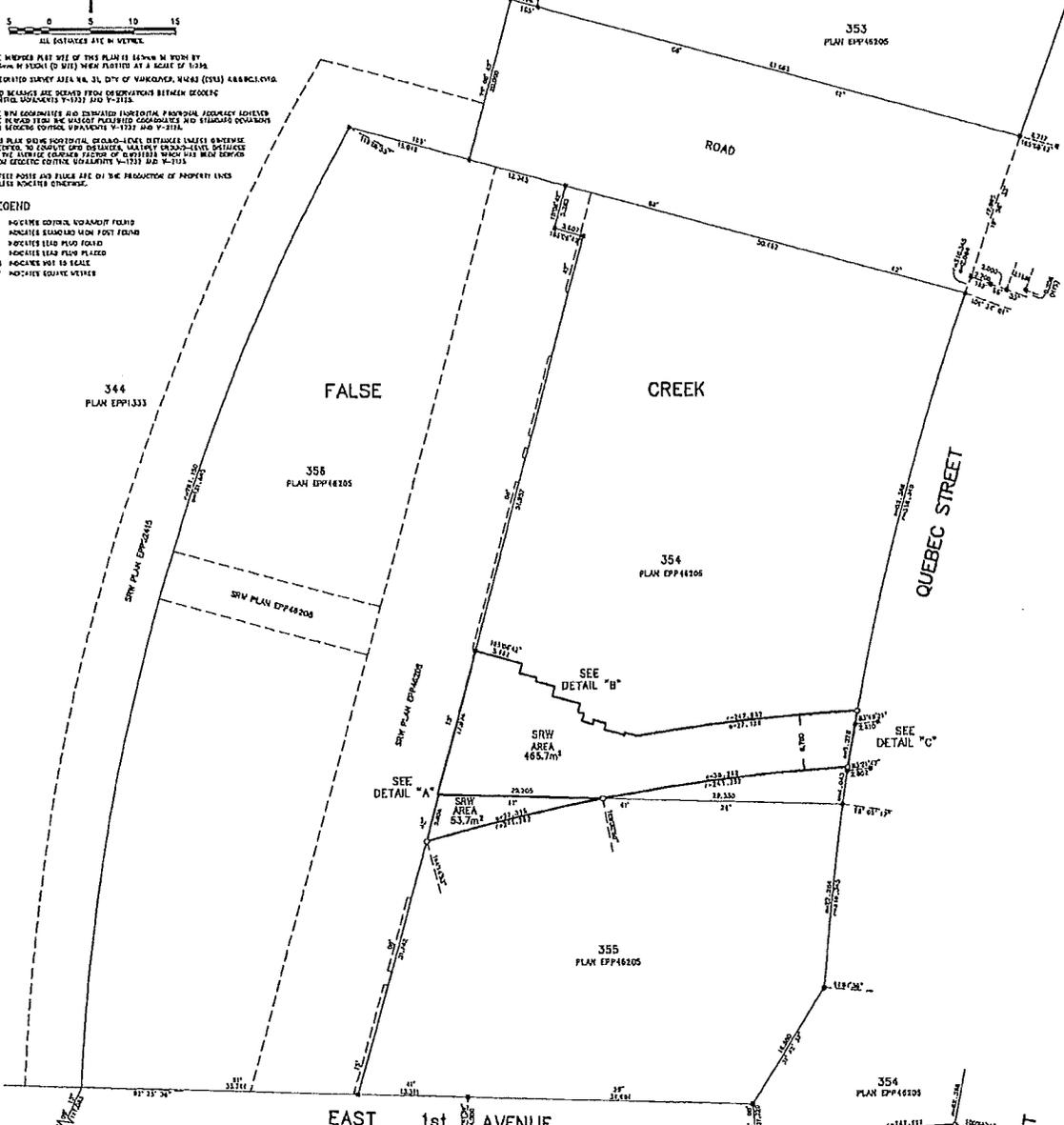


0 5 10 15  
ALL DISTANCES ARE IN METERS.

THE METERS PLAN SIZE OF THIS PLAN IS 1:2000.00. FROM THE  
1:2000.00 PLAN (D 1015) WHEN PLACED AT A SCALE OF 1:2000.  
AND THE SURVEY DATA FOR THE CITY OF VANCOUVER, WAVER (2015) ARE INCORPORATED.  
AND BEING ASSESSED FROM THE DEPARTMENT'S BOUNDARY RECORDS  
CONTROL DOCUMENTS Y-1937 AND Y-2112.  
THE BOUNDARIES AND DIMENSIONS OF THE PROPOSED STATUTORY RIGHTS OF WAY  
ARE BASED ON THE MOST RECENT SURVEYS AND STAMPAED DOCUMENTS  
FOR LEGAL CONTROL DOCUMENTS Y-1937 AND Y-2112.  
THE PLAN SHOWS THE PROPOSED STATUTORY RIGHTS OF WAY ARE BASED ON THE  
ELEVATION TO (NAD 83) AND THE ELEVATION TO (NAD 83) LEVEL. DISTANCES  
BY THE SURVEY CONTROL SYSTEM OF THE CITY OF VANCOUVER, WAVER (2015)  
FROM LEGAL CONTROL DOCUMENTS Y-1937 AND Y-2112.  
OFFICE PLANS AND PLANS ARE OF THE PRODUCTION OF PROPERTY LINES  
UNLESS NOTICED OTHERWISE.

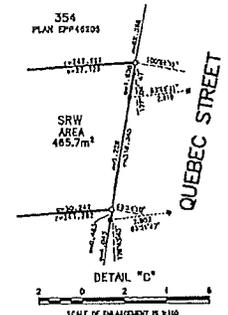
LEGEND

- PROPOSED STATUTORY RIGHTS OF WAY



FOR MORE INFORMATION CONTACT:  
MATTSON PECK & TOPLISS  
SURVEYORS & ENGINEERS  
1118 - 1100 HASTINGS ST  
V6C 1E6  
TEL: 604-273-1111  
FAX: 604-273-1117  
WWW.MATTSONPECK.COM

FOR MORE INFORMATION CONTACT:  
MATTSON PECK & TOPLISS  
SURVEYORS & ENGINEERS  
1118 - 1100 HASTINGS ST  
V6C 1E6  
TEL: 604-273-1111  
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V6C 1E6  
TEL: 604-273-1111  
FAX: 604-273-1117  
WWW.MATTSONPECK.COM

SCALE OF ENLARGEMENT IS 1:1000  
AT INDICATED POINT SIZE OF PLAN

SCALE OF ENLARGEMENT IS 1:1000  
AT INDICATED POINT SIZE OF PLAN

V-15-18716

**COMMON FACILITIES COST SHARING AGREEMENT**

THIS AGREEMENT made as of the \_\_ day of \_\_\_\_\_, 2015,

BETWEEN:

**CONCERT REAL ESTATE CORPORATION**, 9<sup>th</sup> Floor, 1190 Hornby Street,  
Vancouver, British Columbia V6Z 2K5 (facsimile No. 604-688-6882)

(the "Lot 353 Owner")

AND:

**CONCERT REAL ESTATE CORPORATION**, 9<sup>th</sup> Floor, 1190 Hornby Street,  
Vancouver, British Columbia V6Z 2K5 (facsimile No. 604-688-6882)

(the "Lot 354 Owner")

AND:

**CITY OF VANCOUVER**, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia,  
V5Y 1V4 (facsimile no. (604) \_\_\_\_\_)

(the "Lot 355 Owner")

AND:

**CONCERT REAL ESTATE CORPORATION**, 9<sup>th</sup> Floor, 1190 Hornby Street,  
Vancouver, British Columbia V6Z 2K5 (facsimile No. 604-688-6882)

(the "Lot 356 Owner")

WHEREAS:

1. Lot 353, Lot 354, Lot 355 and Lot 356 are located in the South East False Creek neighbourhood and are situated as shown on the subdivision plan attached hereto as Schedule A;
2. The Common Facilities will be included on some or all of Lot 353, Lot 354, Lot 355 and Lot 356 and the developments to be constructed on Lot 353, Lot 354, Lot 355 and Lot 356 will have the benefit of the Common Facilities pursuant to various registered statutory rights of way and easements;
3. The respective statutory rights of way relating to the Common Facilities require the owner of each lot that is subject to such statutory right of way to operate, maintain, repair and replace as necessary from time to time that portion of the Common Facilities within the boundaries of its property;
4. The Owners have agreed to enter into this agreement for the purpose of more fairly allocating the cost of operating, maintaining, repairing and replacing the Common Facilities among themselves and to provide for the joint management of the operating,



maintaining, repairing and replacing of the Common Facilities on an ongoing basis, all on the terms hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements hereinafter set out, and other good and valuable consideration the receipt whereof each party hereby acknowledges, the parties hereto agree as follows:

## ARTICLE 1 - INTREPRETATION

1.1 Definitions. In this Agreement the following terms will have the meanings set out below unless the context requires otherwise:

- (a) "Approved Budget" means a budget approved by the Management Committee for the cost of the Work to be incurred during the period to which the budget relates, and may include a contingency amount not exceeding 10% of the annual approved budget;
- (b) "Bank Account" has the meaning set out in section 4.1;
- (c) "Cash Call" has the meaning set out in section 4.1;
- (d) "Common Facilities" means the pedestrian walkways, plazas and related amenities on the General Common Facilities Areas and the laneway, sidewalks and related amenities on the Roadway Area;
- (e) "Defaulter" has the meaning set out in section 4.2;
- (f) "General Common Facilities Areas" means those certain portions of the Lots shown in bold outline on Plan EPP46208 and on Plan EPP46207, copies of which are attached hereto as Schedule B, including without limitation the waterproof membrane and insulation above the upper surface of underground parking structures, where they exist within the General Common Facilities Areas,
- (g) "General Common Facilities Costs" means the costs of carrying out the General Common Facilities Work, including without limitation the cost of electricity and other utilities consumed in respect thereof;
- (h) "General Common Facilities Works" means the pavement, pavers, wood decking, public art, sidewalks, retaining walls, guard rails, bicycle storage racks, lighting, signage, landscaping (including but not limited to lawns, trees, shrubs, garden flowers and other living things), benches, seating, planters, bollards, litter containers, curbs, gutters, storm sewer, catch basins, fire hydrants, irrigation and drainage works, together with associated electrical lines and connections, water lines as well as all other improvements forming part of the works and improvements located on and/or servicing the General Common Facilities Areas as constructed from time to time;
- (i) "General Common Facilities Work" means the maintenance, inspection, operation, renewal, repair and replacement of the General Common Facilities Works;



- (j) "Lot" means any one of Lot 353, Lot 354, Lot 355 and Lot 356 and "Lots" means any two or more of them;
- (k) "Lot 353" means Lot 353, False Creek, Group 1, New Westminster District, Plan EPP46205;
- (l) "Lot 354" means Lot 354, False Creek, Group 1, New Westminster District, Plan EPP46205;
- (m) "Lot 355" means Lot 355, False Creek, Group 1, New Westminster District, Plan EPP46205;
- (n) "Lot 356" means Lot 356, False Creek, Group 1, New Westminster District, Plan EPP46205;
- (o) "Management Committee" means the committee comprised of the Owners Representatives as described in section 3.1;
- (p) "Notice" has the meaning set out in section 6.5;
- (q) "Owner" means any one of the Lot 353 Owner, Lot 354 Owner, Lot 355 Owner and Lot 356 Owner and "Owners" means two or more of them;
- (r) "Owner's Representative" means the person or company designated by an Owner in writing to act as its representative on the Management Committee;
- (s) "Parking Spaces" means, with respect to each Lot, the number of automobile parking spaces shown in the table below:

<u>Lot</u>	<u>Number of Parking Spaces</u>
Lot 353	The number of underground parking stalls constructed within Lot 353
Lot 354	The number of underground parking stalls constructed within Lot 354
Lot 355	The number of underground parking stalls constructed within Lot 355
Lot 356	The number of underground parking stalls constructed within Lot 356

- (t) "Proportionate Share (General)" with respect to an Owner means the proportion that is equal to fraction having as its numerator the square feet of gross buildable area (above grade) permitted to be developed on that Owner's Lot and as its denominator the aggregate (in square feet) gross buildable area permitted to be developed on all of the Lots;
- (u) "Proportionate Share (Roadworks)" with respect to an Owner means the proportion that is equal to the fraction having as its numerator the number of

Parking Spaces on that Owner's Lot and as its denominator the aggregate number of Parking Spaces on all Lots;

- (v) "Roadway Area" means that certain portion of the Lots shown in bold outline on Plan EPP46206, a copy of which is attached hereto as Schedule C, from the top of the road surface down to, and including, the waterproof membrane and insulation above the upper surface of underground parking structures, where they exist within the Roadway Area;
- (w) "Roadway Costs" means the costs of carrying out the Roadway Work, including without limitation the cost of electricity and other utilities consumed in respect thereof;
- (x) "Road Works" means pavement, pavers, sidewalks, retaining walls, guard rails, bicycle storage racks, street lighting, signage, landscaping (including but not limited to lawns, trees, shrubs, garden flowers and other living things), benches, seating, planters, bollards, litter containers, curbs, gutters, storm sewer, catch basins, fire hydrants, irrigation and drainage works, together with associated electrical lines and connections, water lines as well as all other improvements forming part of the works and improvements located on the Roadway Area and/or servicing the Roadway Area as constructed from time to time;
- (y) "Roadway Work" means the maintenance, inspection, operation, renewal, repair and replacement of the Road Works; and
- (z) "Work" means the General Common Facilities Work and the Roadway Work.

## **ARTICLE 2 - MAINTENANCE AND OPERATION OF ROADWAY**

2.1 Owners to do Work. The Owners covenant and agree each with the other as follows:

- (a) that they shall collectively cause the Work to be carried out to a first class standard, and at least to the standard required pursuant to the applicable statutory rights of way over the General Common Facilities Area and the Roadway Area;
- (b) that any Work authorized to be done by the Management Committee shall be done in a good and workmanlike manner so as to cause no damage or unnecessary disturbance to the Lots and any damage that is caused by any Work shall be repaired immediately at the conclusion of the Work;
- (c) that they shall cause snow and ice to be removed from the General Common Facilities Area and the Roadway Area as may be required from time to time; and
- (d) that they shall only utilize contractors that are properly insured and qualified to carry out the Work to be performed.

### ARTICLE 3 - MANAGEMENT COMMITTEE

3.1 Appointment of Owner's Representatives. Each Owner will, on or within 10 days of the date (the "**Resumption Date**") that the respective parties' obligations under this Agreement cease to be suspended, as described in Section 6.9, and are in full force and effect, appoint its Owner's Representative to serve on a committee comprised of the Owner's Representatives (the "**Management Committee**"). The Owners hereby agree that the Management Committee has the power and authority to cause all of the Work to be done on behalf of all of the Owners, at the costs of the Owners which shall be shared and paid by them as set out below. Each Owner may terminate the appointment of its Owner's Representative at any time by giving Notice to the other Owners to that effect and appointing a replacement Owner's Representative. No termination of the appointment of the Owner's Representative is effective until the applicable Owner has appointed a new Owner's Representative to replace the one whose appointment is being terminated.

3.2 Management Committee Proceedings. The Owners agree that the following rules shall apply to the Management Committee:

- (a) the Management Committee shall elect a chairperson from among its members;
- (b) all the decisions of the Management Committee shall require the agreement of not less than three of the Owner's Representatives or the positive vote of all the Owner's Representatives whose Owners are not Defaulters, whichever is less, and shall be recorded in writing and made available to each of the Owners;
- (c) each Owner's Representative shall have one vote and in the event of a tie the chairperson of the Management Committee shall not have an additional vote;
- (d) the Management Committee shall establish its own rules and procedures governing its conduct, but it shall not have the ability to alter:
  - (i) the appointment of Owner's Representatives;
  - (ii) the voting procedure of the Management Committee;
  - (iii) the apportionment of the cost of the Work; or
  - (iv) its duties and obligations as set out in this Agreement;
- (e) without limiting the generality of any of the foregoing the Management Committee is empowered to enter into such agreements and make such rules and regulations as it deems necessary or expedient for carrying out the Work and which agreements, rules and regulations are binding on each Owner from time to time.

### ARTICLE 4 - COST OF WORK

4.1 Cost Sharing. The cost of carrying out the Work shall be shared among the Owners as follows: each Owner will be responsible for and pay its Proportionate Share (Roadworks) of the Roadway Costs and its Proportionate Share (General) of the General



Common Facilities Costs. The Management Committee will cause a budget of such costs to be prepared, initially for the period from the Resumption Date to December 31 of the year in which the Resumption Date occurs, and annually thereafter. When such a budget (the "**Approved Budget**") has been approved by the Management Committee, the Management Committee will cause a copy thereof to be delivered to each Owner and such delivery shall be deemed to be a direction (a "**Cash Call**") to each Owner to pay its Proportionate Share (Roadworks) of the Roadway Costs and its Proportionate Share (General) of the General Common Facilities Costs set out therein into a bank account (the "Bank Account") opened for that purpose by the Management Committee at a Schedule I chartered bank. Each Owner hereby covenants and agrees that it will pay its annual Proportionate Share (Roadworks) of Roadway Costs and Proportionate Share (General) of General Common Facilities Costs into the Bank Account within 10 business days of the receipt of the copy of the Approved Budget from the Management Committee.

4.2 Default and Payment. In the event an Owner fails to pay its Cash Call when required by the Management Committee, such Owner (the "**Defaulter**") shall lose its vote on the Management Committee until the default has been remedied.

4.3 Payment of Costs. As costs are incurred from time to time by the Management Committee in carrying out the Work, such costs will be paid out of the Bank Account before a penalty for late payment attaches thereto. The Management Committee will provide that the signatures of at least two Owner's Representatives are required to make payments from the Bank Account and no such payments will be made unless they are included in an Approved Budget. In the event of an emergency requiring costs to be incurred immediately in order to protect and preserve the General Common Facilities Works and/or the Roadway Works, the Management Committee has the authority to incur such costs without first passing an Approved Budget therefor provided that it uses reasonable commercial efforts to minimize the expenses to be incurred, advises each of the Owners as soon as practicable of the nature of the emergency and the costs likely to be incurred and, as soon as practicable after the Work has been completed, the actual costs incurred. The cost of such emergency Work incurred by the Management Committee when authorized by the Management Committee will be deemed to have been included in an Approved Budget and when the actual costs incurred are confirmed to the Owners, it will be deemed to be a Cash Call for purposes of section 4.1 and each Owner shall pay its Proportionate Share (Roadworks) of the actual Roadway Costs incurred and its Proportionate Share (General) of the actual General Common Facilities Costs incurred into the Bank Account within 10 business days of receipt of confirmation from the Management Committee of the actual costs incurred. If there has been a contingency fund established and funded by Approved Budgets, the Management Committee may elect to use none, all or a portion of such contingency fund to pay for emergency repairs contemplated herein. If the Management Committee has applied some or all of the contingency fund to pay for such repairs, it may elect to collect less than the full actual cost of the emergency repairs from the Owners pursuant to this section 4.3.

4.4 Proviso. Notwithstanding the foregoing and any other provision of this Agreement, no Owner will be responsible for the maintenance or recapitalization of the parking facility of another Owner, including any maintenance, repair, replacement of the General Common Facilities Works and/or the Roadway Works that may need to be removed and reinstalled in the course of work done for maintenance or recapitalization of the parking facility of another Owner, and in particular but without limitation, no Owner will share in any proportionate costs contributing to the maintenance or recapitalization of the insulation and waterproof membrane above the upper surface of an underground parking structure that is not

owned by such Owner. Notwithstanding the foregoing, if a parking facility roof membrane is punctured in the course of regular maintenance, repairs or replacements of the General Common Facilities Works and/or the Roadway Works, it shall be considered a General Common Facilities Cost or a Roadway Cost, as the case may be.

## ARTICLE 5 - AUTHORIZED WORK

5.1 No Unauthorized Work. Subject to Section 5.2, save for the work carried out by an Owner as part of the development, repair and reconstruction of the building and improvements on its Lot, which the parties acknowledge an Owner has the right to do at any time and from time to time, each Owner agrees that it will not carry out any work on the General Common Facilities Area or the Roadway Area unless authorized to do so by the Management Committee, which authorization may not be unreasonably withheld, and then only in accordance with any such authorization.

5.2 Proviso. Notwithstanding the foregoing and any other provision of this Agreement, if at any time the Management Committee refuses, fails or otherwise neglects to operate, maintain, repair or replace all or any portion of the General Common Facility Works and/or the Road Works to the standard required by the respective statutory right of way and/or easements governing the use, operation, maintenance, repair and replacement of the General Common Facilities Areas and/or Roadway Area located on an Owner's Lot, such Owner may complete the required maintenance, repair or replacement and the Owners will each, within 15 days of receiving an invoice therefor from the Owner in question, pay to the requesting Owner the Owner's Proportionate Share (Roadworks) of the Roadway Costs in respect of the work completed by the requesting Owner under this section 5.1 and Owner's Proportionate Share (General) of the General Common Facilities Costs in respect of the work completed by the requesting Owner under this section 5.1, as the case may be.

## ARTICLE 6 - GENERAL PROVISIONS

6.1 Transfer and Assignment. Each Owner covenants and agrees that it shall not assign its interest under this Agreement unless it has transferred its Lot to such assignee. Each Owner further covenants and agrees that, subject to Sections 6.2 and 6.3, it shall not transfer its Lot to any party unless and until such transferee delivers to each of the other Owners a written agreement in favour of each of the Owners whereby such transferee assumes the transferring Owner's obligations hereunder with respect to the transferring Owner's Lot and agrees to perform such obligations as if such transferee had been an original party to this Agreement.

6.2 Strata Plan. This Agreement and the covenants and obligations of each Owner under this Agreement run with and bind the Lots, and, upon the subdivision of any Lot by means of the Strata Plan, the covenants and obligations hereunder shall:

- (a) continue to run with and bind the common property of the strata corporation created by such subdivision; and
- (b) be automatically assumed by the strata corporation or behalf of the owners of the strata lots created by deposit for registration of the Strata Plan and the bylaws for the strata corporation in the Land Title Office,

at which time the Owner of the Lot, or portion thereof, as may be applicable, so subdivided will be automatically and absolutely released from any obligations or liabilities hereunder with respect to the portion so subdivided.

6.3 Successor Owners. If, as and when an Owner causes the Lot owned by it to be subdivided by a strata plan under the Strata Property Act (British Columbia) it will forthwith cause the strata corporation then created to assume that Owner's obligations hereunder with respect to the Lot included in that strata plan to the same extent as if such strata corporation had been an original party to this Agreement.

6.4 Strata Corporation Responsibility. No strata corporation that is, or becomes, an Owner, shall have any bylaw or enact any rules or regulations in respect of the General Common Facilities Area, the General Common Facilities Work, the Roadway Area, the Roadway Work or this Agreement which is inconsistent with this Agreement and the rights and authority herein granted to the Management Committee.

6.5 General Provisions.

- (a) Time is of the essence of this Agreement.
- (b) this Agreement enures to the benefit of and is binding upon each Owner and its respective successors in title and their respective heirs, administrators, successors and permitted assigns;
- (c) this Agreement shall be governed by the laws of British Columbia and the laws of Canada applicable therein;
- (d) no waiver by an Owner of any provision, or breach of any provision, of this Agreement will be effective unless it is contained in a written instrument duly executed by two Owners Representatives, neither of whom is the Owner's Representative of the Owner claiming a waiver, and such written waiver will affect only the matters specifically identified in the instrument granting the waiver and will not extend to any other matter, provision or breach;
- (e) the failure of an Owner or the Management Committee to give notice to any Owner or to take any other steps in exercising any right, or in respect of the breach or non-fulfilment of any provision of this Agreement, will not operate as a waiver of that right, breach or provision nor will any single or partial exercise of any right preclude any other or future exercise of that right or the exercise of any other right, whether in law or in equity or otherwise; and
- (f) this Agreement may be amended only by a written instrument executed by all Owners.

6.6 Notice. Notwithstanding anything to the contrary contained herein, all notices required or permitted hereunder shall be in writing. Any notice (a "Notice") to be given hereunder shall be deemed to be served properly if served in any of the following ways:

- (a) personally, by delivering the notice to the Owner on which it is to be served at that Owner's address for service shown on page 1 hereof, or such other address

of which such Owner has given Notice to the Management Committee. Personally served notices shall be deemed to be received by the addressee when actually delivered as aforesaid, provided that such delivery shall be during normal business hours on any business day. If such a notice is not delivered on a business day or is delivered after the addressee's normal business hours, such notice shall be deemed to be received by such Owner on the next succeeding business day following the time of delivery; or

- (b) by facsimile (or any other like method by which a message may be sent) directed to the Owner on which is to be served and that party's facsimile number, if any, set out on page 1 hereof or such other number as the Owner may have given Notice of the Management Committee. A notice so served shall be deemed to be received by the addressee when actually received by it, if received within normal business hours on any business day or at the commencement of the next ensuing business day following such transmission if such notice is not received during business hours.

A Notice to the Management Committee from an Owner will be made in writing and will be deemed to be delivered to Management Committee two days after it is personally delivered to each of the other Owners.

6.7 Further Assurances. From time to time, each Owner will, at the reasonable request of another Owner, take all action, do all such acts and execute and deliver all agreements, instruments, documents or other writings reasonably desired or required by such other Owner in connection with this Agreement or any other agreement, document, instrument or other writing to be executed and delivered pursuant hereto and take all action and execute and deliver all such further agreements, instruments, documents or other writings reasonably desired or required by such party so as to fully perform or carry out the terms, intents and purposes of this Agreement.

6.8 Invalidity of Provisions. If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6.9 Counterpart Execution. This Agreement and any document or instrument to be executed and delivered by the parties hereto or in connection herewith may be executed and delivered in separate counterparts and all such counterparts shall together constitute one and the same agreement. This Agreement may be delivered by one party to the others by facsimile, each of which when so executed and delivered shall be deemed an original delivered by facsimile, the party so delivering this Agreement or such document or instrument shall within a reasonable time after such delivery deliver an originally executed copy to the other.

IN WITNESS WHEREOF the Owners have duly executed this Agreement.

**CONCERT REAL ESTATE CORPORATION**  
(as Owner of Lot 353)



Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**CONCERT REAL ESTATE CORPORATION**  
(as Owner of Lot 354)

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**CITY OF VANCOUVER**  
(as Owner of Lot 355)

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**CONCERT REAL ESTATE CORPORATION**  
(as Owner of Lot 356)

Per: \_\_\_\_\_  
Authorized Signatory

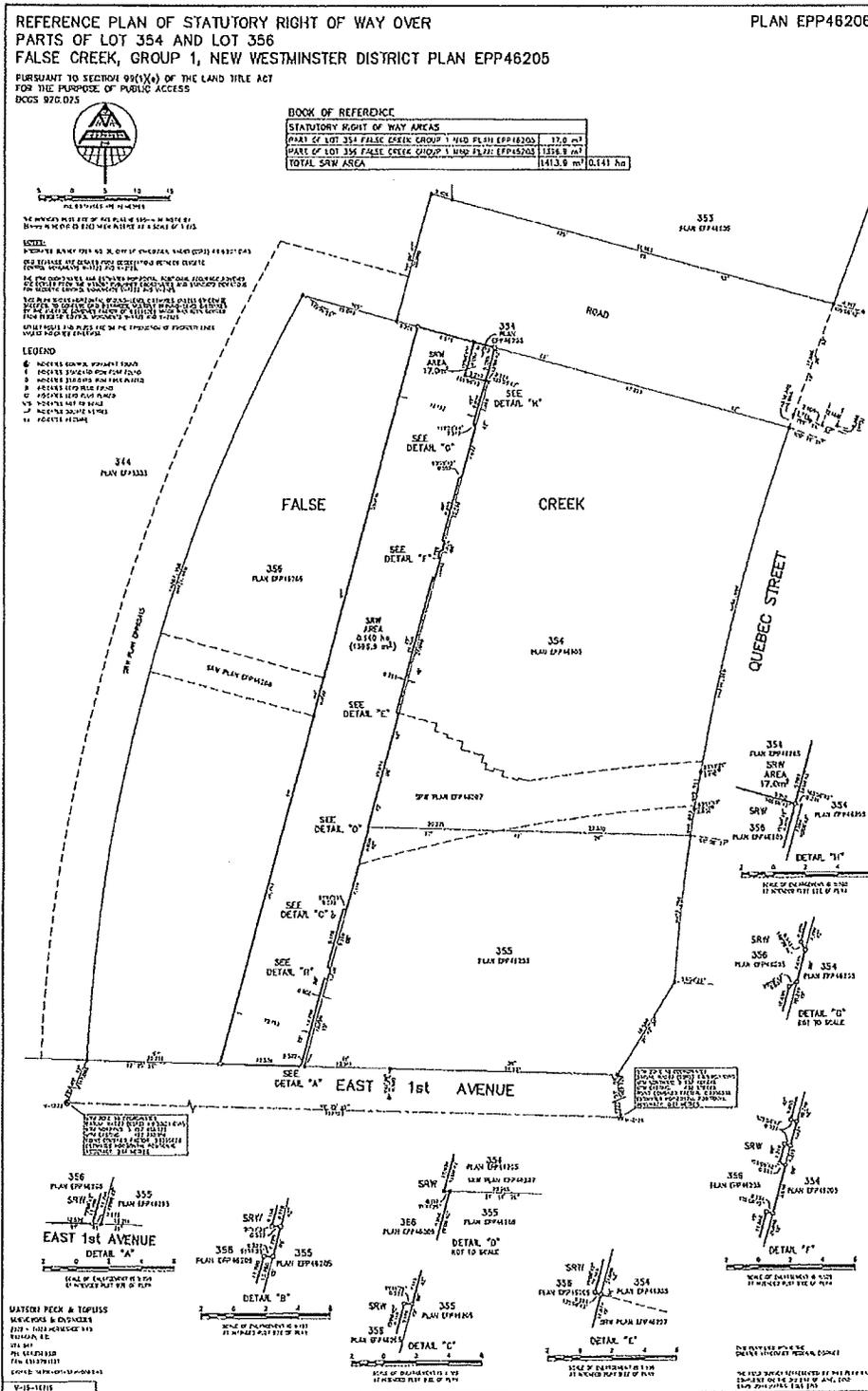
Per: \_\_\_\_\_  
Authorized Signatory







# SCHEDULE C



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