### THE RESIDENCES AT TRUMP INTERNATIONAL HOTEL & TOWER® VANCOUVER AMENDMENT TO DISCLOSURE STATEMENT

### REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA

July 15, 2014

This amendment to disclosure statement (the "Amendment") amends a disclosure statement dated October 22, 2013 (the "Disclosure Statement") with respect to an offering by West Georgia Development Limited Partnership (the "Partnership") and West Georgia Holdings Inc. (the "Registered Owner" and, together with the Partnership, the "Developer") for the sale of certain proposed residential strata lots to be located at 1151 West Georgia Street, Vancouver, British Columbia, in a development known as "The Residences at Trump International Hotel & Tower® Vancouver" (the "Development").

### **DEVELOPER**

Name of each party comprising the

Developer:

West Georgia Development Limited Partnership West Georgia Holdings Inc.

Business address and address for service of each party comprising

10 – 698 Seymour Street Vancouver, BC V6B 3K6

the Developer:

### **BROKERAGE OF DEVELOPER**

Name:

Magnum Projects Ltd.

Business address:

401 - 128 West Pender Street, Vancouver BC, V6B 1R8

In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined in section 2.1 of the Disclosure Statement), the Developer may also utilize the services of other licensed realtors, and Magnum Projects Ltd. may engage sub-agents. The Developer reserves the right to change its agent or appoint additional agents from time to time. The Developer may also market some of the Strata Lots itself. Any employees of the Developer involved in marketing the Strata Lots on behalf of the Developer may not be licensed under the Real Estate Services Act (British Columbia) and are not acting on behalf of purchasers.

This Amendment relates to a development property that is not yet completed. Please refer to section 7.2 of the Disclosure Statement for information on the purchase agreement. That information has been drawn to the attention of

	[insert purchaser'	s name] v	who has
confirmed that fact by initializing the space provided h	nere:		•

THE DISCLOSURE STATEMENT, AS AMENDED BY THIS AMENDMENT, HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE, BUT NEITHER THE SUPERINTENDENT OF REAL ESTATE, 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, AS AMENDED BY THIS AMENDMENT, OR WHETHER THE DISCLOSURE STATEMENT, AS AMENDED BY THIS AMENDMENT, CONTAINS A MISREPRESENTATION OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE REAL ESTATE DEVELOPMENT MARKETING ACT (BRITISH COLUMBIA). IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.

{212281-453214-00153361;3}



### AMENDMENT TO DISCLOSURE STATEMENT

- 1. The Disclosure Statement is hereby amended as follows:
  - (a) by deleting from pages (ii) and (iii) thereof the heading entitled "Real Estate Development Marketing Act (British Columbia) Requirements" and the contents thereunder:
  - (b) by inserting the following into the list of Exhibits on page v of the Disclosure Statement under the words "Exhibit H Description of Zoning":
    - " Exhibit I Changes to Suite Numbers
      - Exhibit J Changes to Strata Lot Numbers";
  - (c) by deleting from the first paragraph of section 2.1 the words "218 residential strata lots" and replacing them with the words "217 residential strata lots";
  - (d) by amending the third paragraph of section 2.1 as follows:
    - (i) by deleting the words "three bedrooms 35" and replacing them with the words "three bedrooms 34"; and
    - (ii) by deleting the word "218" and replacing it with the word "217";
  - (e) by deleting from the fourth paragraph of section 2.1 the words "Strata Lots 1-218" and replacing them with the words "Strata Lots 1-217";
  - (f) by inserting the following as a new paragraph at the end of section 2.1:
    - "As set out in the form of contract of purchase and sale used by the Developer in connection with the sale of the Strata Lots, the Strata Lot number and suite number assigned to any Strata Lot is subject to change. Since the original Disclosure Statement was filed, certain changes have been made to the Strata Lot numbers and/or suite numbers of certain of the Strata Lots, as described more particularly below. These changes are not material, and only affect those Strata Lots indicated below.
    - (a) At the request of the City of Vancouver, the suite numbers assigned to Strata Lots 1 through 88 have been revised from the suite numbers assigned to such Strata Lots at the time the original Disclosure Statement was filed. In order to clarify the current suite number of each Strata Lot affected by this change, attached as Exhibit I to this Disclosure Statement is a table which sets out the original and revised suite numbers for each such Strata Lot.
    - (b) The Developer has elected to reduce the number of Strata Lots in the Development from 218 to 217 by consolidating certain of the Strata Lots. As a result, the Strata Lot numbers of Strata Lots 198 to 218 have changed, as shown on the revised Preliminary Plan attached hereto as Exhibit A. In order to clarify the current Strata Lot number of each Strata Lot affected by this change, attached as Exhibit J to this Disclosure Statement is a table which sets out the original and revised Strata Lot numbers for each such Strata Lot.";

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- (g) by deleting from section 3.5 the bulleted paragraph which begins with "Bylaw 33 provides that..." and replacing it with the following:
  - Bylaw 33 provides that no person is permitted to rent out, lease, sublease, license, sublicense or otherwise grant occupancy rights to any Strata Lot in exchange for monetary consideration for periods of less than three months, without the written approval of the Licensor, in its sole discretion. Bylaw 33 also provides that each owner of a Strata Lot will take such reasonable measures in connection with assessing and approving potential tenants of such owner's Strata Lot as would a prudent owner of luxury residential real estate, and will cause any tenant of such owner's Strata Lot to (i) comply with the bylaws of the strata corporation and any rules passed by the strata corporation and (ii) not use the Strata Lot for any illegal purposes.";
- (h) by deleting from the first paragraph of subsection 3.6(a) the words "296 parking stalls" and replacing them with the words "300 parking stalls";
- (i) by deleting from the last paragraph of subsection 3.6(a) the words "50 parking stalls" and replacing them with the words "46 parking stalls";
- (j) by deleting section 3.12 in its entirety and replacing it with the following:

### "3.12 Rental Disclosure Statement

Under section 139 of the *Strata Property Act*, the Developer must disclose to any purchaser the intention to lease Strata Lots in order to preserve the right of the Developer and the subsequent owners of each Strata Lot to lease the Strata Lots in the future.

The Developer filed a rental disclosure statement (the "Original Rental Disclosure Statement") for the Strata Lots, in Form J under the Strata Property Act, with the Superintendent concurrently with the filing of this Disclosure Statement. A copy of the Original Rental Disclosure Statement was attached as Exhibit F to the initial Disclosure Statement. The Developer has elected to reduce the number of Strata Lots in the Development from 218 to 217 and has made certain amendments to the proposed Bylaws of the Strata Corporation. To reflect the foregoing changes, the Developer will file a changed rental disclosure statement (the "Changed Rental Disclosure Statement") for the Strata Lots, in Form J under the Strata Property Act, with the Superintendent concurrently with the filing of the amendment to disclosure statement dated July 15, 2014 in respect of this Disclosure Statement. The Developer does not currently intend to rent out any of the Strata Lots, but it will reserve the right for it and any subsequent purchaser of a Strata Lot to do so in the Changed Rental Disclosure Statement, provided that so long as the Licensor or an affiliate of the Licensor is the Hotel Manager, any rental for a period of less than three months will require the consent of the Licensor (as more particularly described in section 3.5).

A copy of the Changed Rental Disclosure Statement to be filed is attached as Exhibit F to this Disclosure Statement.";

(k) by deleting subsection 6.1(c) in its entirety and replacing it with the following:

### "(c) Building Permit

The City issued Building Permit BU440389 on May 29, 2008 in respect of the Complex, which building permit was amended by Change Notices issued on April 20, 2012 and July 2, 2014. Building Permit BU440389, as amended by the above-noted Change Notices, authorizes the construction of the Development.";

(1) by deleting section 6.2 in its entirety and replacing it with the following:

### "6.2 Construction Financing

The Developer has obtained a financing commitment from United Overseas Bank Limited (the "Construction Lender") to advance financing (the "Construction Financing") required for the construction of the Development. The Construction Financing will be sufficient financing to complete the construction of the Development and constitutes a "satisfactory financing commitment" (within the meaning of Policy Statement 6 issued by the Superintendent) with respect to the construction of the Development.

In connection with the Construction Financing, title to the Lands, the Residential Airspace Parcel and the Strata Lots may be subject to mortgages, assignments of rent and/or any other security relating to the Construction Financing (collectively, the "Construction Security"). The Developer will cause any Construction Security to be partially discharged from title to any particular Strata Lot within a reasonable time after receipt of the net sale proceeds from the sale of such Strata Lot.";

- (m) by deleting subsection 7.2(g) in its entirety and replacing it with the following:
  - "(g) Intentionally deleted.";
- (n) by deleting from the bottom of section 7.2 the words "After the filing of the Building Permit Amendment and the Financing Amendment, the Partnership may use another form or forms of Purchase Contract in connection with the sale of the Strata Lots.";
- (o) by deleting Exhibit A to the Disclosure Statement and replacing it with Exhibit A hereto;
- (p) by deleting Exhibit C to the Disclosure Statement and replacing it with Exhibit C hereto;
- (q) by deleting Exhibit D to the Disclosure Statement and replacing it with Exhibit D hereto;
- (r) by deleting section 33 of Exhibit E to the Disclosure Statement and replacing it with the following:

### "Restrictions on Leasing

33. (1) No person shall be permitted to rent out, lease, sublease, license, sublicense or otherwise grant occupancy rights to any strata lot (in this Division 8, each, a "Strata Lot" and collectively the "Strata Lots") in exchange for monetary consideration for periods of less than three months, without Licensor's written approval, in its sole discretion.

- (2) Each owner of a Strata Lot will take such reasonable measures in connection with assessing and approving potential tenants of such owner's Strata Lot as would a prudent owner of luxury residential real estate, and will cause any tenant of such owner's Strata Lot to (i) comply with the bylaws of the strata corporation and any rules passed by the strata corporation and (ii) not use the Strata Lot for any illegal purposes.";
- (s) by deleting Exhibit F to the Disclosure Statement and replacing it with Exhibit F hereto;
- (t) by deleting Exhibit G to the Disclosure Statement and replacing it with Exhibit G hereto;
- (u) by inserting Exhibit I hereto as a new Exhibit I to the Disclosure Statement; and
- (v) by inserting Exhibit J hereto as a new Exhibit J to the Disclosure Statement.
- 2. As of the date of the initial Disclosure Statement (being October 22, 2013), the legal encumbrances described in section 4.3(c) of the initial Disclosure Statement were pending applications on title to the Lands (as defined in the Disclosure Statement). As of the date hereof, the legal encumbrances described in section 4.3(c) of the initial Disclosure Statement are fully registered. To reflect the foregoing, section 4.3 of the Disclosure Statement is hereby amended as follows:
  - (a) by inserting at the end of subsection 4.3(a) the following as a new paragraph 4.3(a)(iv):
    - "(iv) Hereto is annexed Easement CA3382864 over Lot E Plan 22865

This legal notation indicates that the Lands have the benefit of an easement over the Adjacent Property to permit access to and the use and benefit of certain devices, works, systems, services, connections or arrangements installed or to be installed within the Adjacent Property in order to satisfy the requirements of the Vancouver Building Bylaw with respect to certain proposed inter-connected components of the Hotel including the banquet and conference facilities for the Hotel that are to be located within the building on the Adjacent Property.";

- (b) by inserting at the end of subsection 4.3(b) the following as new paragraphs 4.3(b)(vii) to 4.3(b)(ix):
  - "(vii) Covenant CA3382861

This encumbrance is a covenant pursuant to section 219 of the *Land Title Act* (British Columbia) in favour of the City that makes it a precondition to the issuance of an occupancy permit for any building or other improvement on the Lands that not less than 14 motor vehicle parking spaces within the existing building on the Adjacent Property are made available for the exclusive use and benefit of the Lands. These parking stalls will be used in conjunction with the Hotel and will not be available for the use of owners of the Strata Lots (other than as members of the public). The covenant provides that the City will discharge the covenant from the Residential Airspace Parcel, subject to certain conditions, upon the subdivision of the Lands.



### (viii) Easement CA3382866

This encumbrance is an easement over the Lands in favour of the Adjacent Property to permit access to and the use and benefit of certain devices, works, systems, services, connections or arrangements installed or to be installed within the Lands in order to satisfy the requirements of the Vancouver Building Bylaw with respect to certain proposed inter-connected components of the Hotel including the banquet and conference facilities for the Hotel that are to be located within the building on the Adjacent Property. This easement grants reciprocal rights to those granted in favour of the Lands in Easement CA3382864 referred to in paragraph 4.3(a)(iv).

### (ix) Covenant CA3382867

This encumbrance is a covenant pursuant to section 219 of the *Land Title Act* (British Columbia) granted in connection with Easement CA3382866 and Easement CA3382864 (which is registered on title to the Adjacent Property) and provides that, *inter alia*, such easements may not be suspended, interrupted or terminated, and that they may not be replaced, modified, abandoned, surrendered or discharged, without the prior written consent of the City (such consent not to be unreasonably withheld).

The agreement which contains this covenant and Easement CA3382864 and Easement CA3382866 provides that the City will discharge the agreement from the Residential Airspace Parcel, subject to certain conditions, upon the subdivision of the Lands."; and

- (c) by deleting subsection 4.3(c) in its entirety and replacing it with the following:
  - "(c) Intentionally deleted.".

### **DEEMED RELIANCE**

Section 22 of the Real Estate Development Marketing Act (British Columbia) provides that every purchaser who is entitled to receive the Disclosure Statement, as amended by this Amendment, is deemed to have relied on any false or misleading statement of a material fact contained in the Disclosure Statement, as amended by this Amendment, if any, and any omission to state a material fact. The Developer, its directors and any person who has signed or authorized the filing of the Disclosure Statement, as amended by this Amendment, are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Real Estate Development Marketing Act (British Columbia).

### **DECLARATION**

**PARTNERSHIP** 

WEST GEORGIA DEVELOPMENT

LIMITED PARTNERSHIP, by its general partner,

WEST GEORGIA GPLTD.

By:

Authorized Signatory

DIRECTORS OF WEST GEORGIA GP LTD.

JOO KIM TIAH

KAM MUN YIP

Vaplacelen

REGISTERED OWNER

WEST GEORGIA HOLDINGS INC

By:

Authorized Signatory

SOLE DIRECTOR OF WEST GEORGIA HOLDINGS INC.

JOO KIM TIAH

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### **EXHIBIT A**

### PRELIMINARY PLAN

See attached.

PRELIMINARY STRATA PLAN OF ASP 1. BLOCK 17, DISTRICT LOT 185, GROUP 1, NEW WESTMINSTER DISTRICT. AIR SPACE PLAN EPP\_

PLAN EPS

BCGS 92G.025



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:500



### LANE 47' 60.378 ASP 1 Rem. F В PLAN LMP14977 PLAN 13854 Rem. PLAN LMP14977 PLAN 22865 60.378 **WEST GEORGIA** STREET

### LEGEND :

GRID BEARINGS ARE DERIVED FROM PLAN LMP14977.

DENOTES STRATA LOT

LCP DENOTES

DENOTES LIMITED COMMON PROPERTY COMMON PROPERTY

LIMITED COMMON PROPERTY FOR SL 1 (TYPICAL)

DENOTES BALCONY DENOTES ROOF DECK

DENOTES SHAFT ELEV. DENOTES ELEVATOR

VEST. DENOTES MECH. DENOTES VESTIBULE

MECHANICAL

UNDERHILL & UNDERHILL

PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 TEL. (604) 732-3384

CIVIC ADDRESS: 1151 WEST GEORGIA STREET, VANCOUVER, B.C.

BALCONY AND ROOF DECK AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF A STRATA LOT WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED.

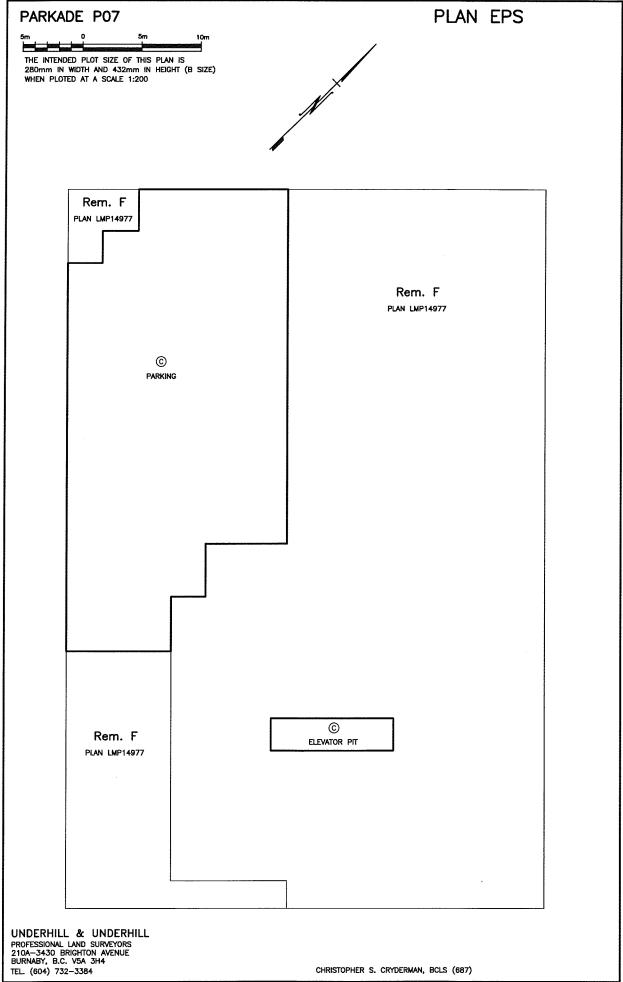
THIS STRATA PLAN CONTAINS LIMITED COMMON PROPERTY ACCORDING TO SECTION 73 (a)(1) OF THE STRATA PROPERTY ACT.

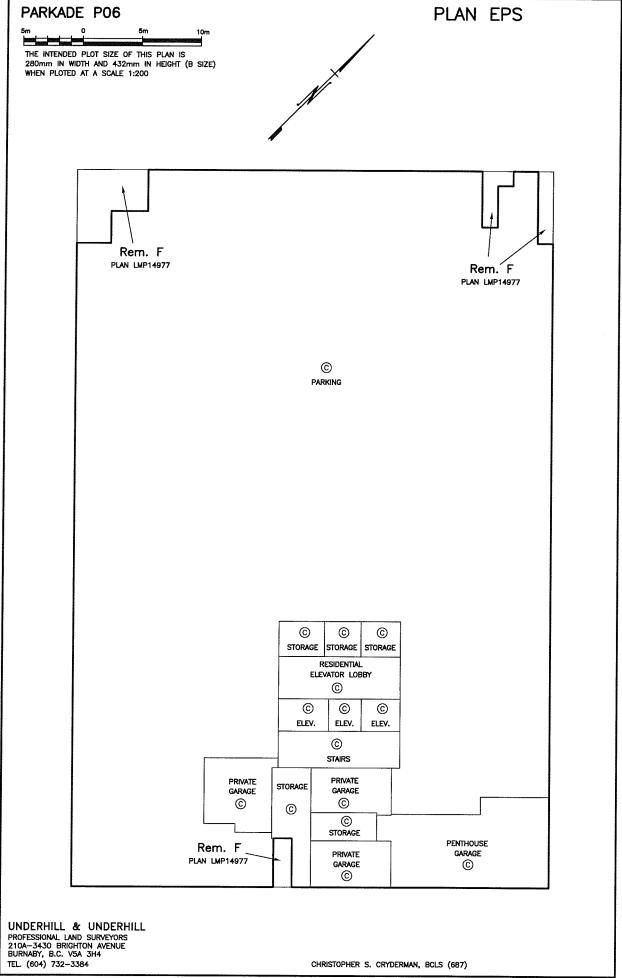
### STRATA LOT BOUNDARIES ARE TO:

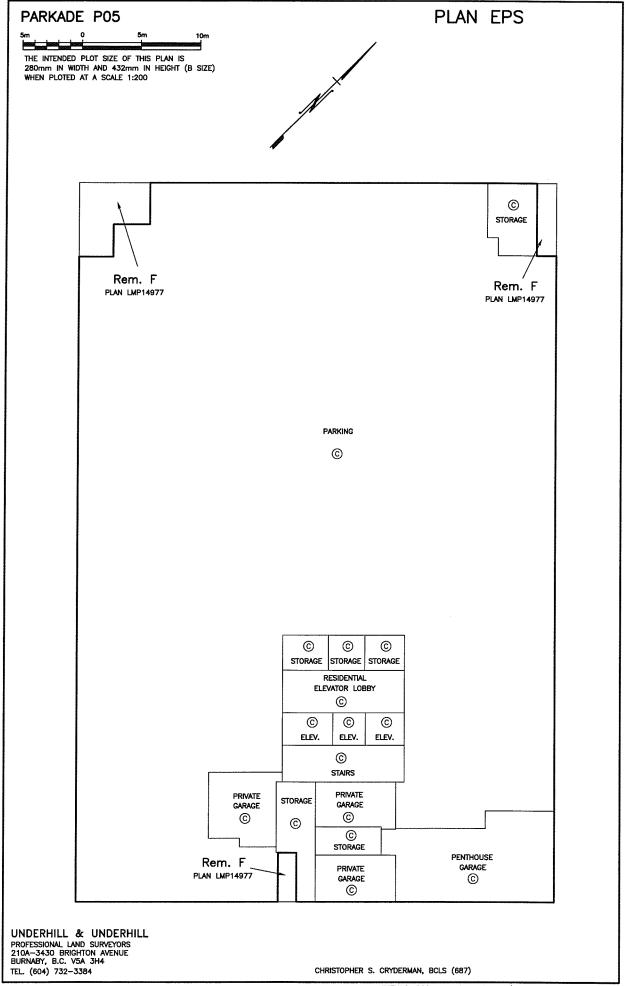
- OUTSIDE FACE OF EXTERIOR BUILDING WALLS
- CENTRELINE OF PARTY WALLS WITH ADJACENT STRATA LOTS.
- CENTRELINE OF WALLS BETWEEN UNITS AND COMMON PROPERTY (EXCEPT - EXTERIOR CONCRETE FACE OF ELEVATOR AND STAIRWELL WALLS AND INTERIOR FACE OF CORRIDOR WALLS)
- -- EXTERIOR CONCRETE FACE OF ELEVATOR AND STAIRWELL WALLS.
- INTERIOR FACE OF CORRIDOR WALLS.

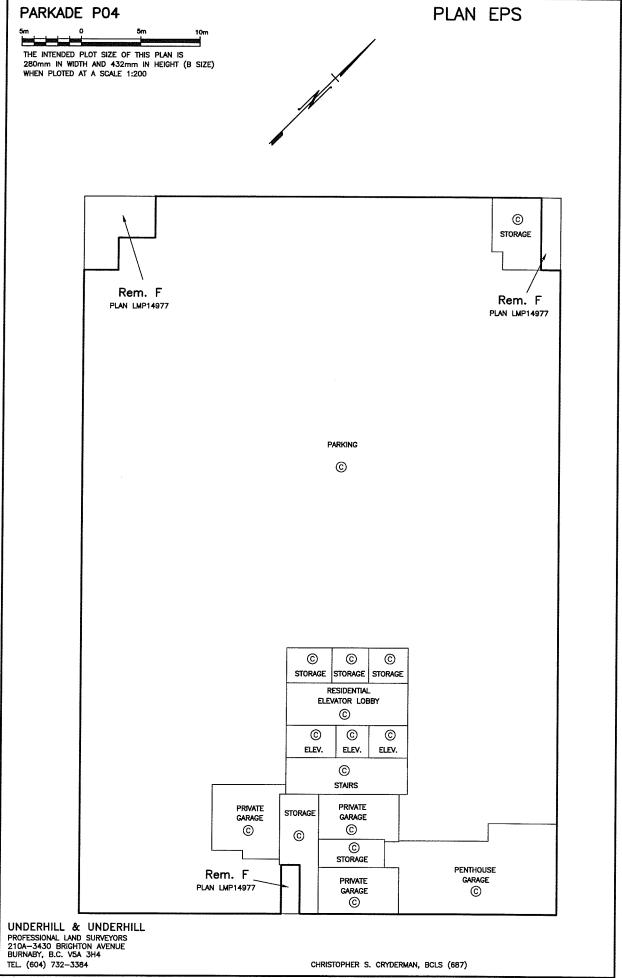
THE 13TH, 24TH, 34TH, 44TH, 54TH AND 64TH FLOORS HAVE BEEN ELIMINATED FROM THE CONSECUTIVE FLOOR NUMBERING.

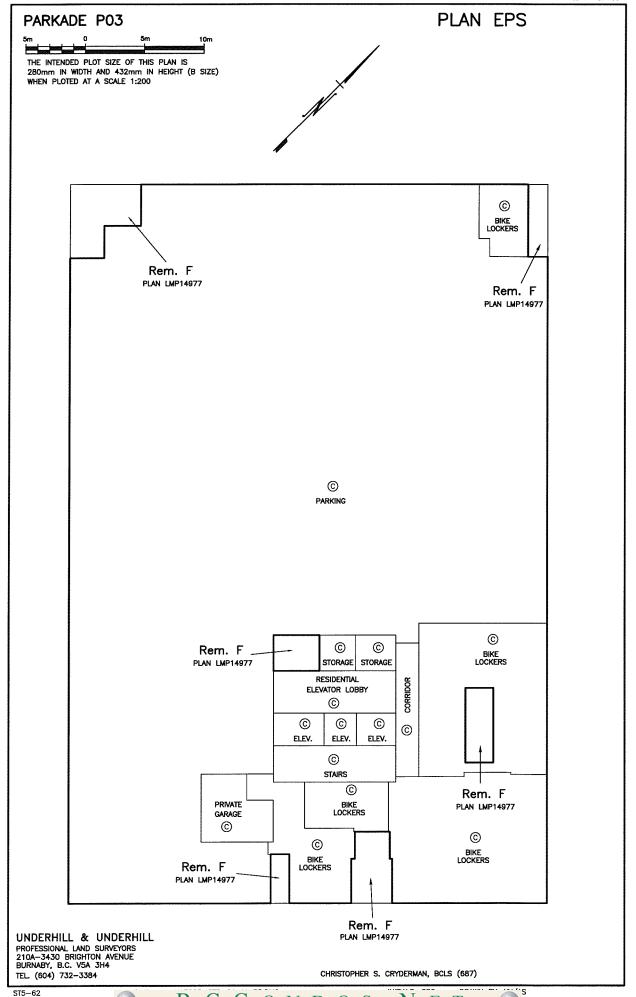
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF. THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT. CHRISTOPHER S. CRYDERMAN, BCLS (687)

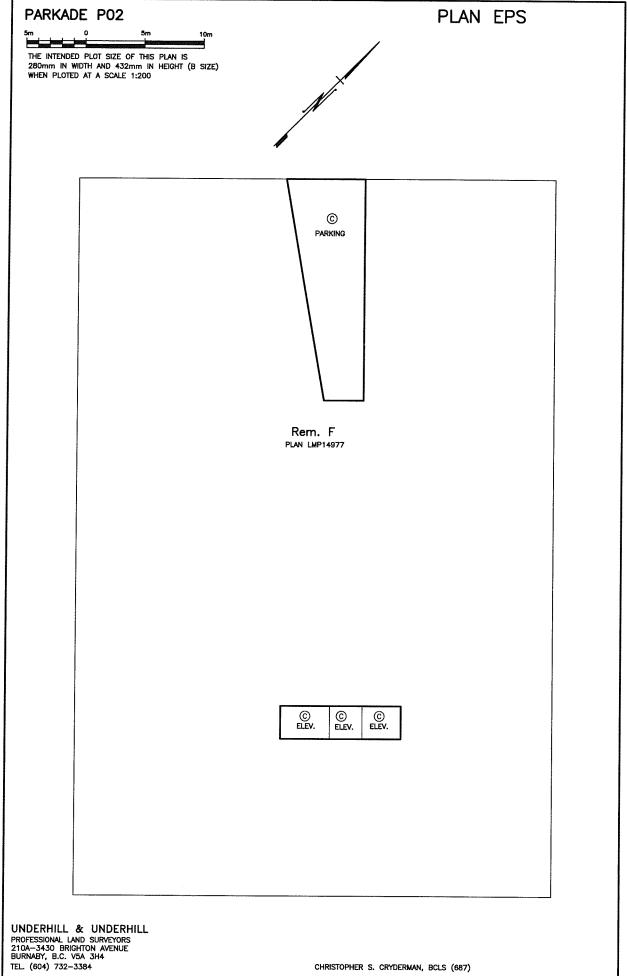








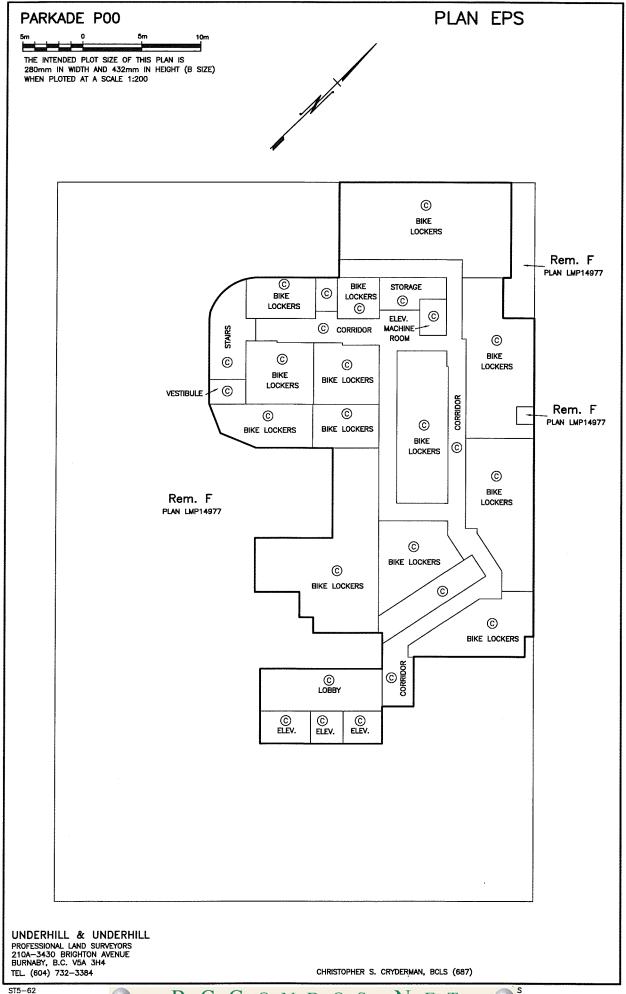


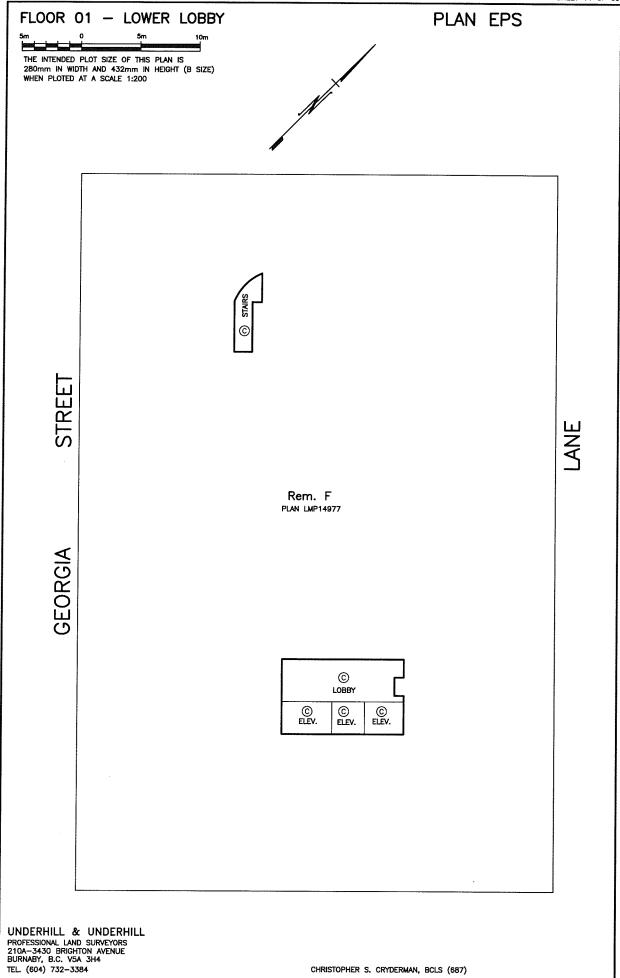


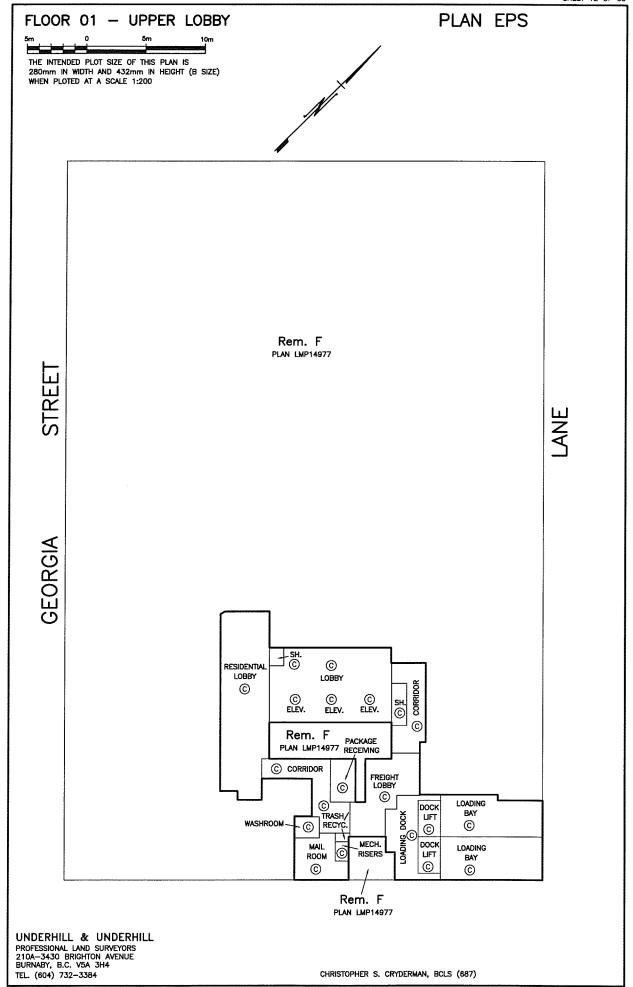
## PARKADE PO1 OVERALL PLAN EPS THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:200 © © © Rem. F PLAN LMP14977 © ELEV. UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 TEL (604) 732-3384 CHRISTOPHER S. CRYDERMAN, BCLS (687)

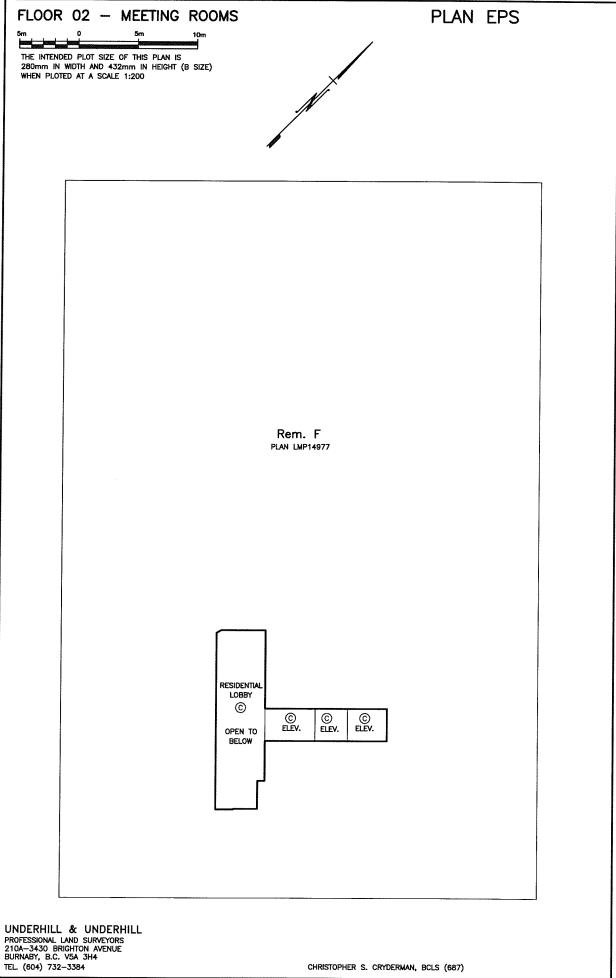
### PARKADE PO1 MEZZANINE PLAN EPS THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:200 © VESTIBULE © 00 VESTIBULE STAIRS BIKE LOCKERS Rem. F PLAN LMP14977 © ELEV. © ELEV. UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 TEL. (604) 732-3384

CHRISTOPHER S. CRYDERMAN, BCLS (687)



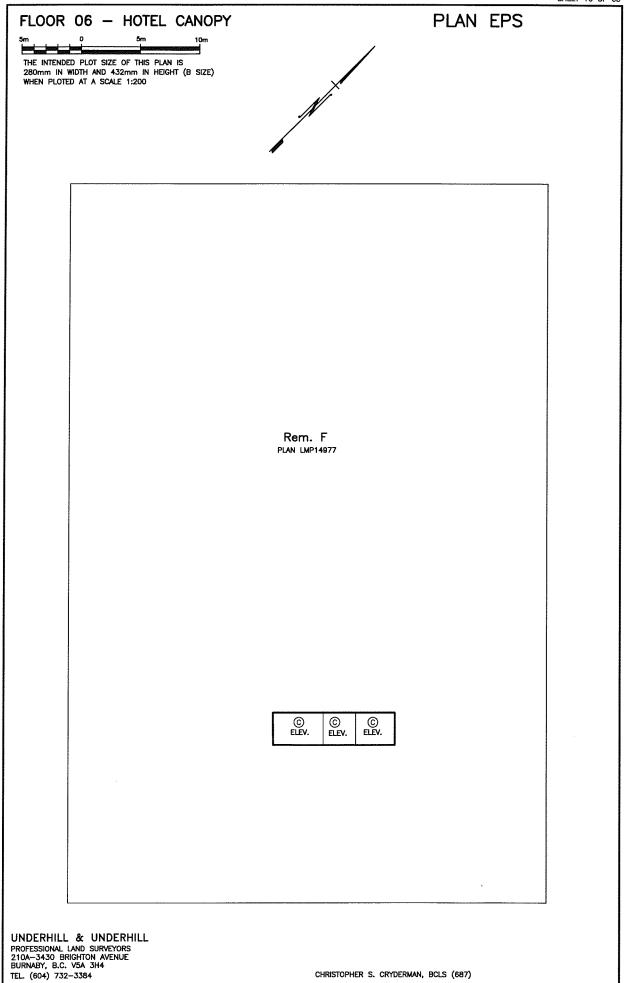




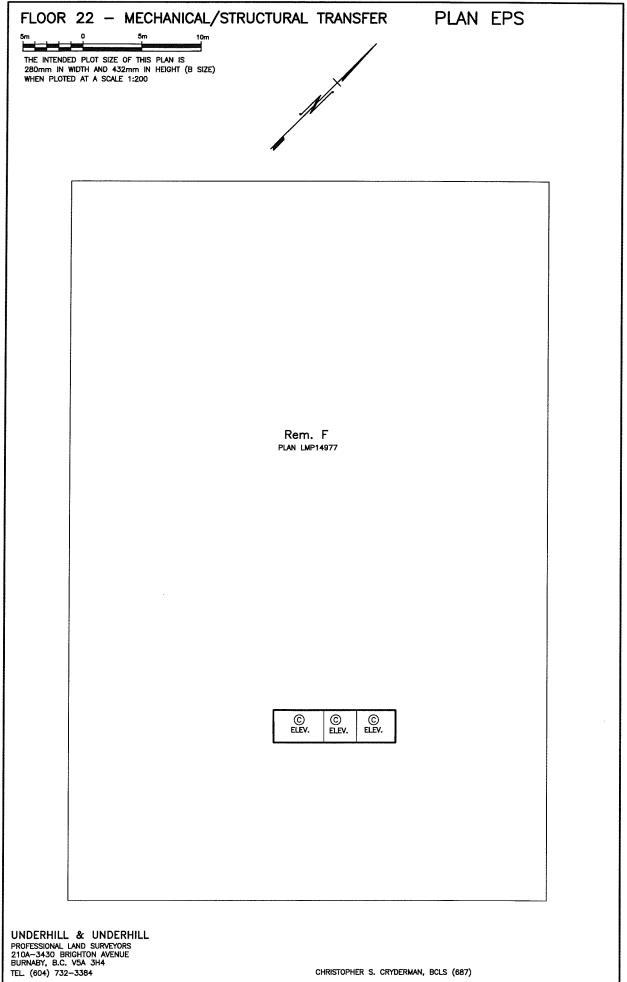


FLOOR 03 - AMENITY PLAN EPS 5m 0 5m THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:200 Rem. F PLAN LMP14977 © ELEV. © ELEV. © ELEV. UNDERHILL & UNDERHILL
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FLOOR 05 - HOTEL GREEN ROOF PLAN EPS THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:200 Rem. F PLAN LMP14977 © ELEV. © ELEV. UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4
TEL (604) 732-3384 CHRISTOPHER S. CRYDERMAN, BCLS (687) ST5-62

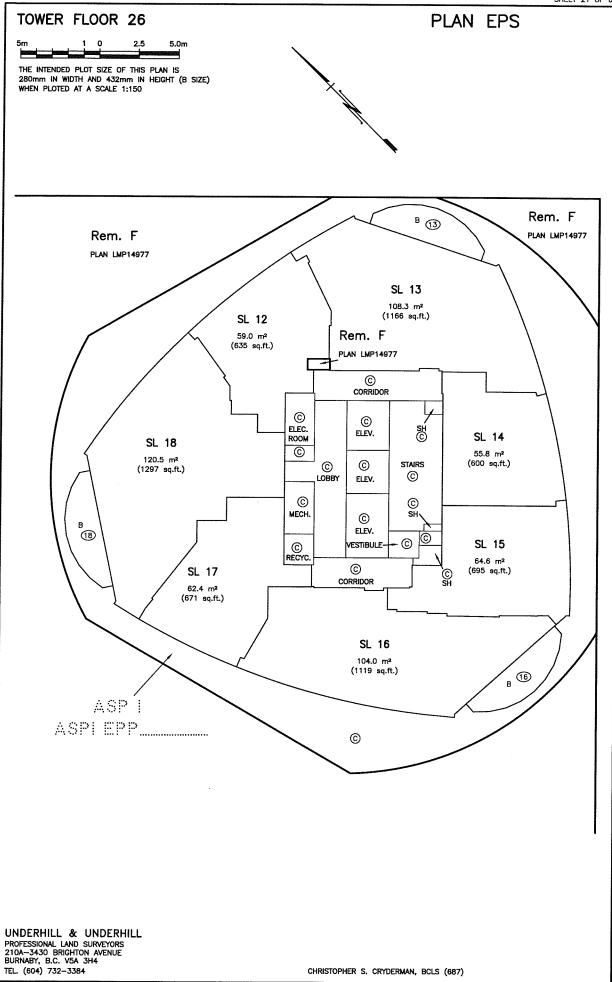


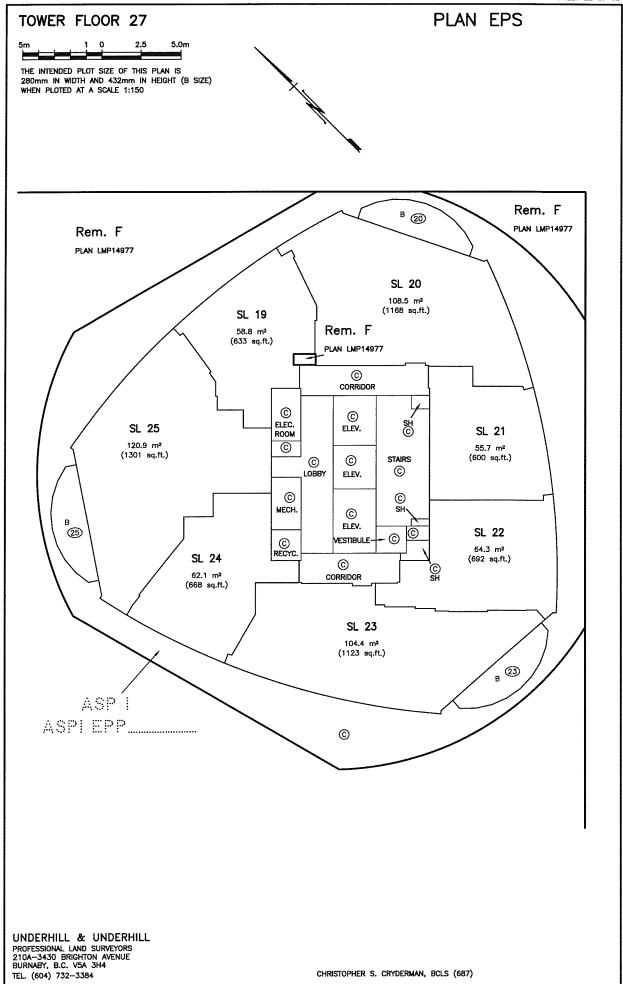
# FLOORS 07 TO 21 PLAN EPS THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:200 Rem. F PLAN LMP14977 © ELEV. © ELEV. UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 TEL (604) 732-3384 CHRISTOPHER S. CRYDERMAN, BCLS (687)

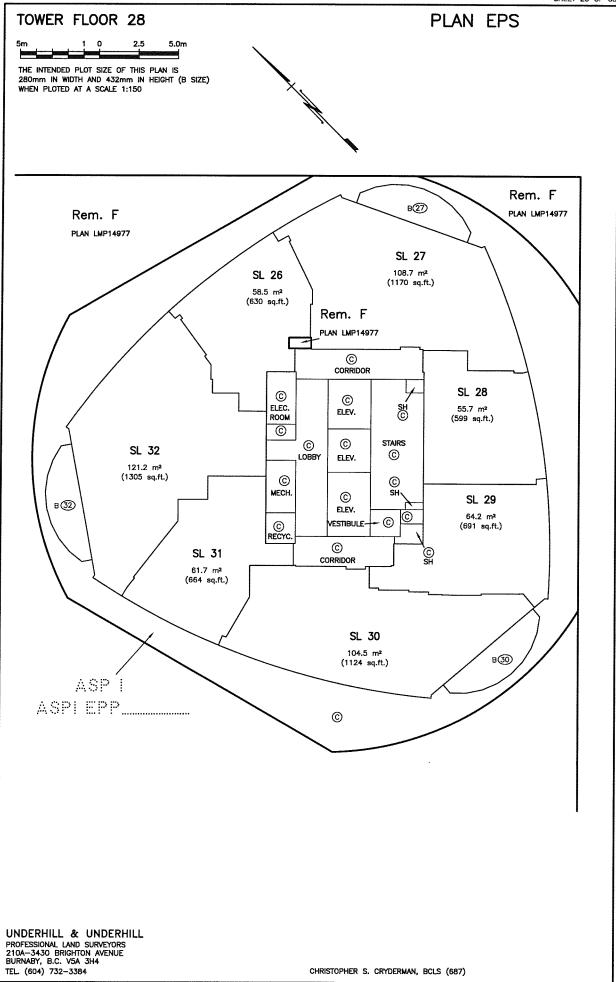


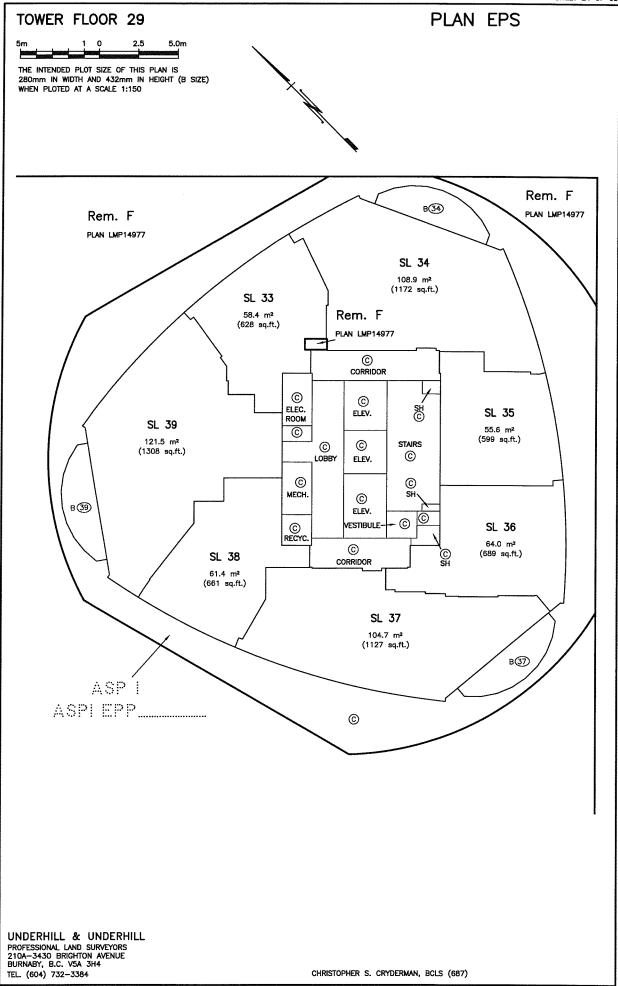
### TOWER FLOOR 23 ELECTRICAL/RESIDENTIAL PLAN EPS 5.0m THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:150 Rem. F B ① Rem. F PLAN LMP14977 PLAN LMP14977 SL 1 105.6 m<sup>2</sup> Rem. F (1136 sq.ft.) PLAN LMP14977 ROOM © © © VESTIBULE CORRIDOR ELEC. ROOM **©** SH © ELEC. ELEV. ROOM SL 2 56.2 m<sup>2</sup> (605 sq.ft.) © STAIRS © 0 ELEV. © Rem. F LOBBY месн. © PLAN LMP14977 **©** В ELEV. (C) © 0 © RECYCLING CLOSET VESTIBULE SL 3 65.0 m<sup>2</sup> © (699 sq.ft.) © VESTIBULE CORRIDOR © RESIDENTIAL MAINTENANCE SL 4 99.8 m² (1074 sq.ft.) <sub>B</sub> ④ ASP | ASPI EPP\_\_\_\_\_ © UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 TEL. (604) 732-3384 CHRISTOPHER S. CRYDERMAN, BCLS (687)

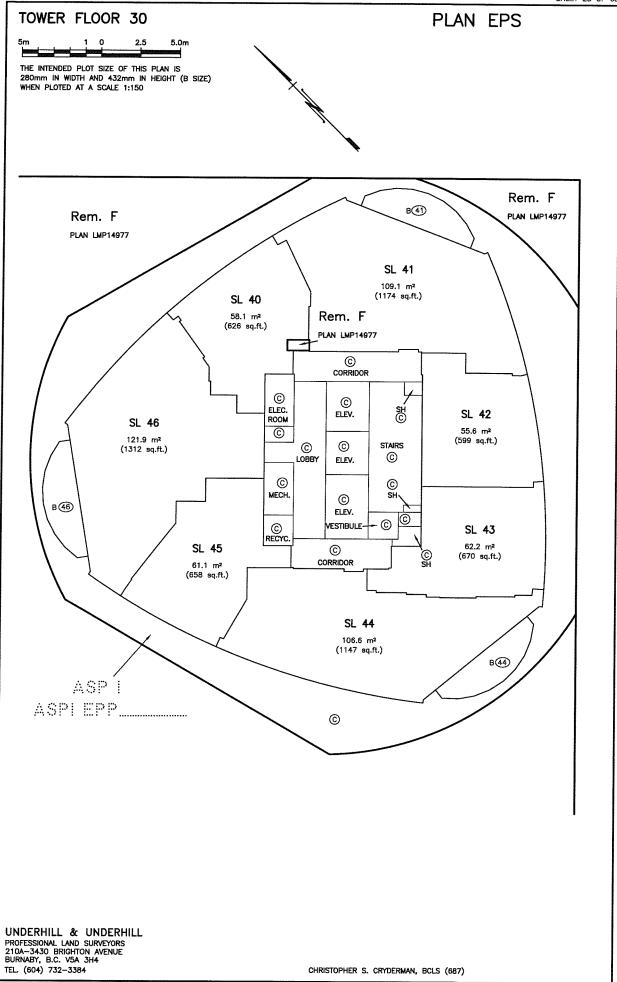
### PLAN EPS **TOWER FLOOR 25** 1 0 5.0m THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:150 B 6 Rem. F PLAN LMP14977 Rem. F PLAN LMP14977 SL 6 108.1 m<sup>2</sup> SL 5 (1164 sq.ft.) 58.6 m<sup>2</sup> (631 sq.ft.) Rem. F PLAN LMP14977 CORRIDOR © **SL 7** © ELEC. ROOM 양 55.8 m² (601 sq.ft.) ELEV. **SL 11** 0 STAIRS © LOBBY 0 120.3 m<sup>2</sup> (1295 sq.ft.) © ELEV. 0 © MECH. SH-0 B (11) SL 8 ELEV. © © RECYC. VESTIBULE: 64.8 m<sup>2</sup> (697 sq.ft.) 0 SL 10 CORRIDOR 62.8 m<sup>2</sup> (676 sq.ft.) (B) SL 9 103.7 m<sup>2</sup> (1117 sq.ft.) ASP I ASPIEPP\_\_\_\_ © UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 TEL. (604) 732-3384 CHRISTOPHER S. CRYDERMAN, BCLS (687)

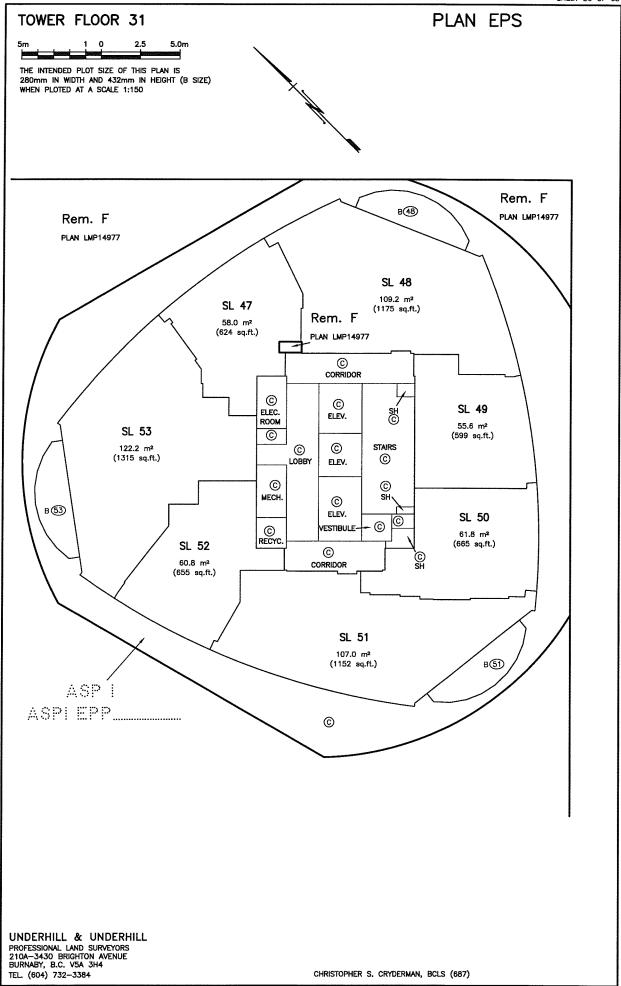


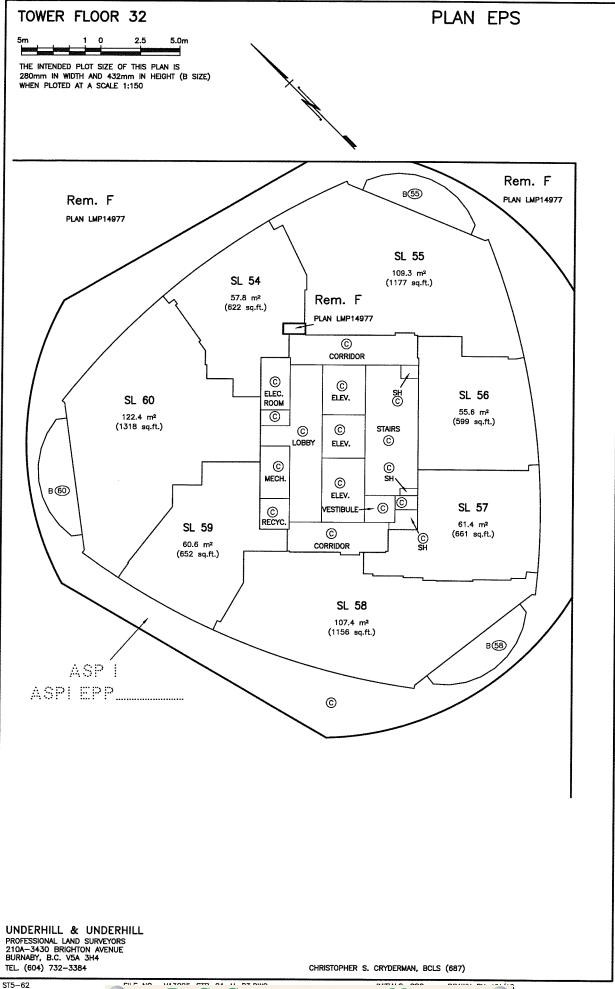


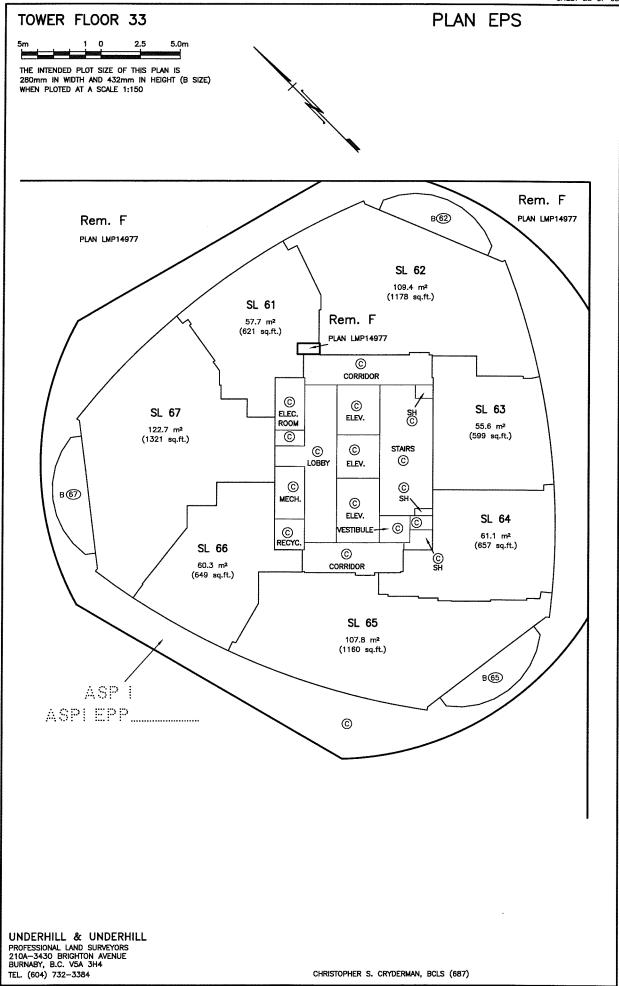


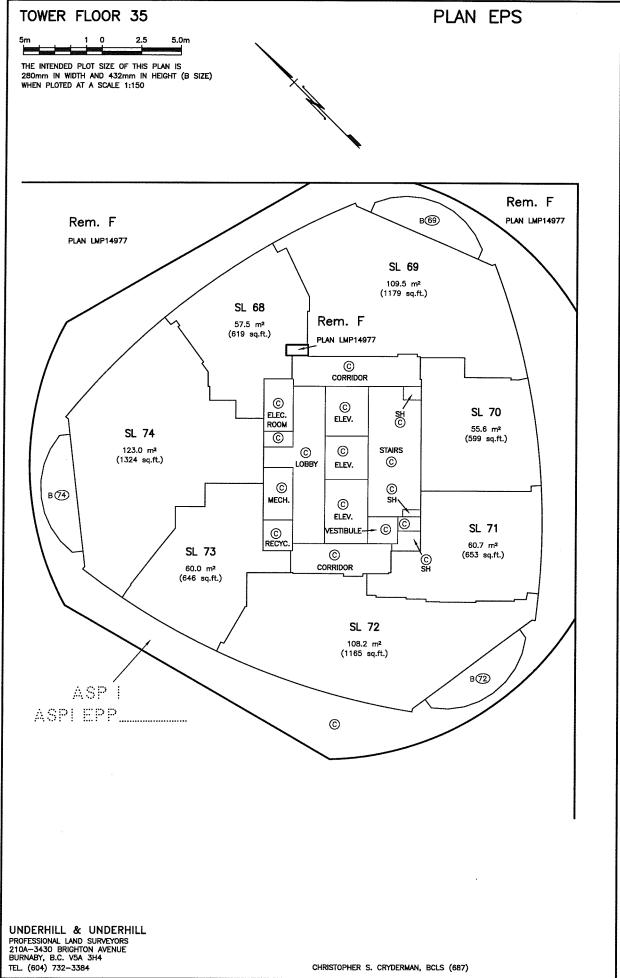


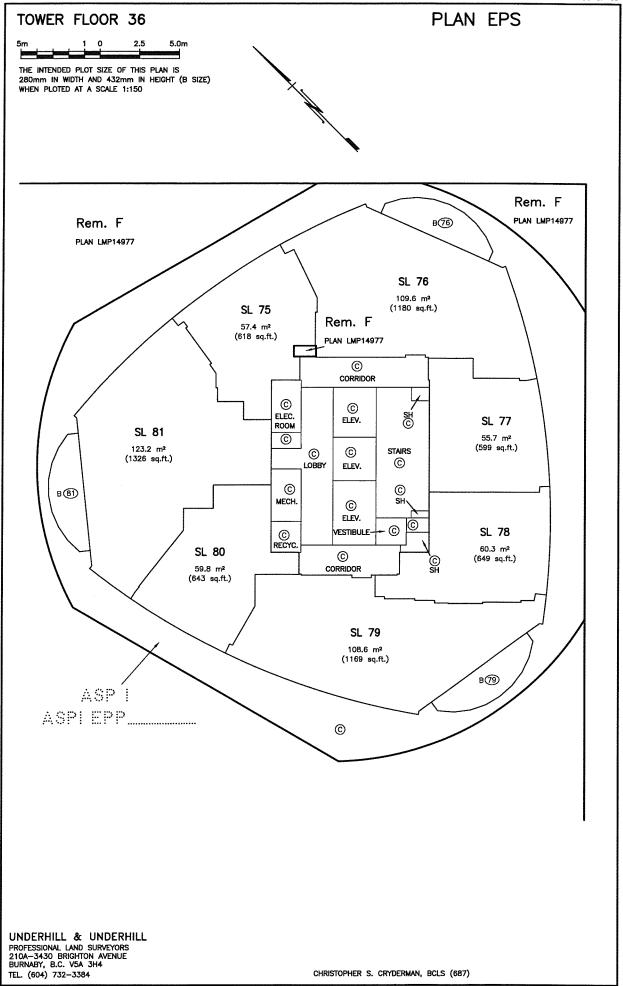


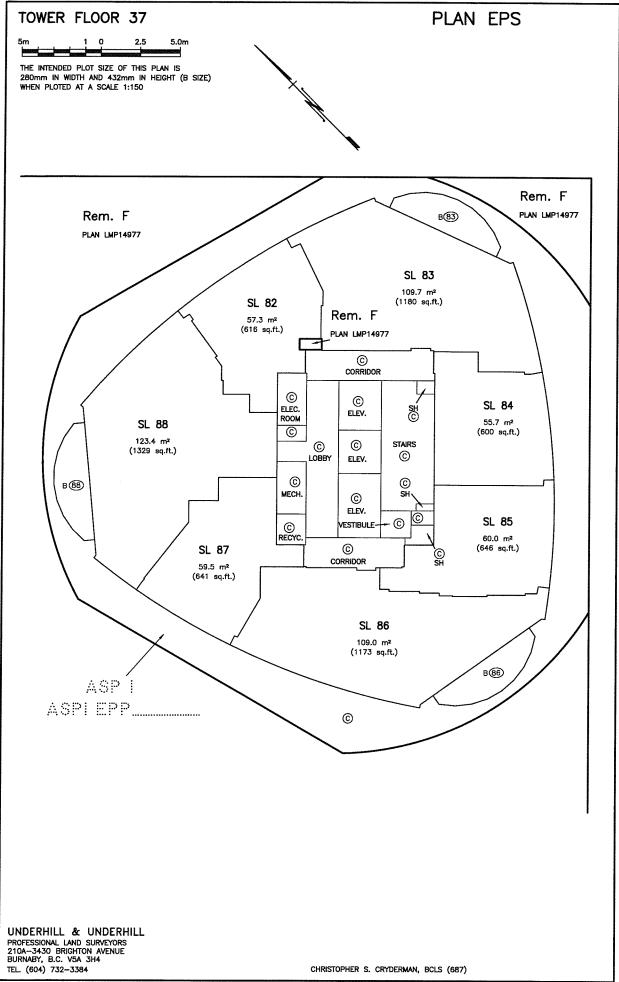




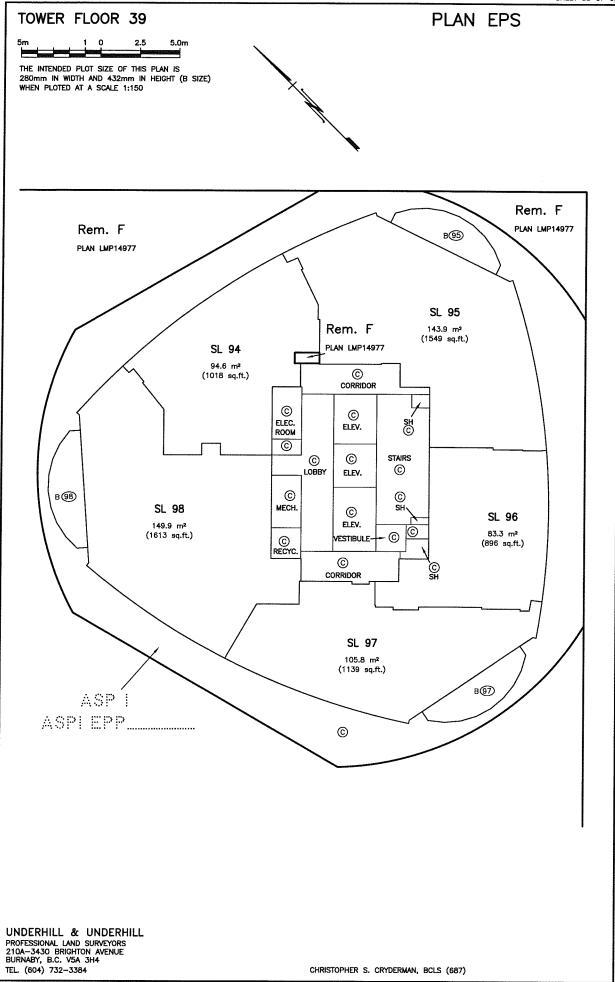


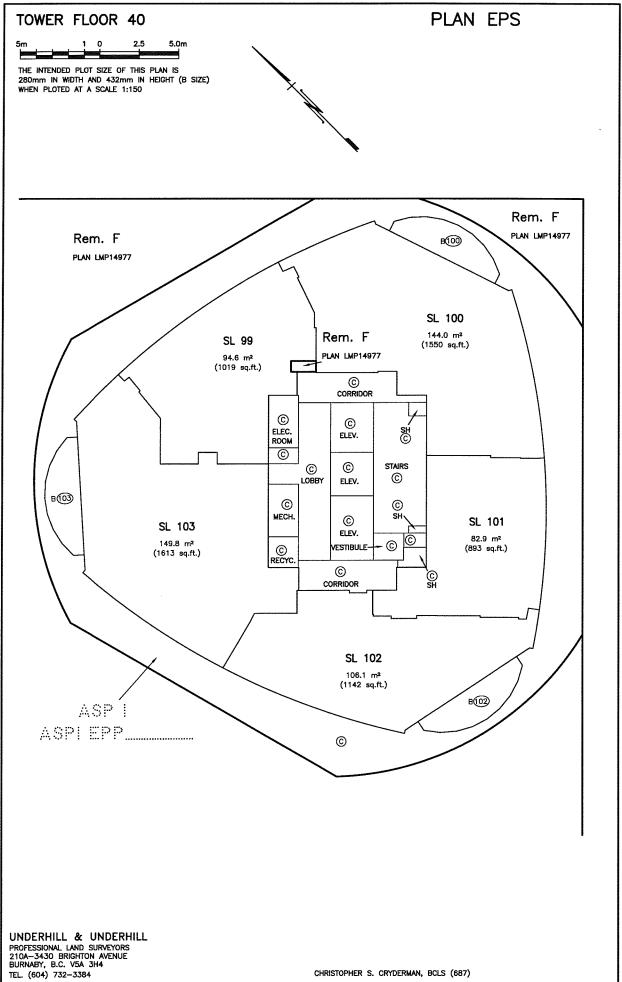


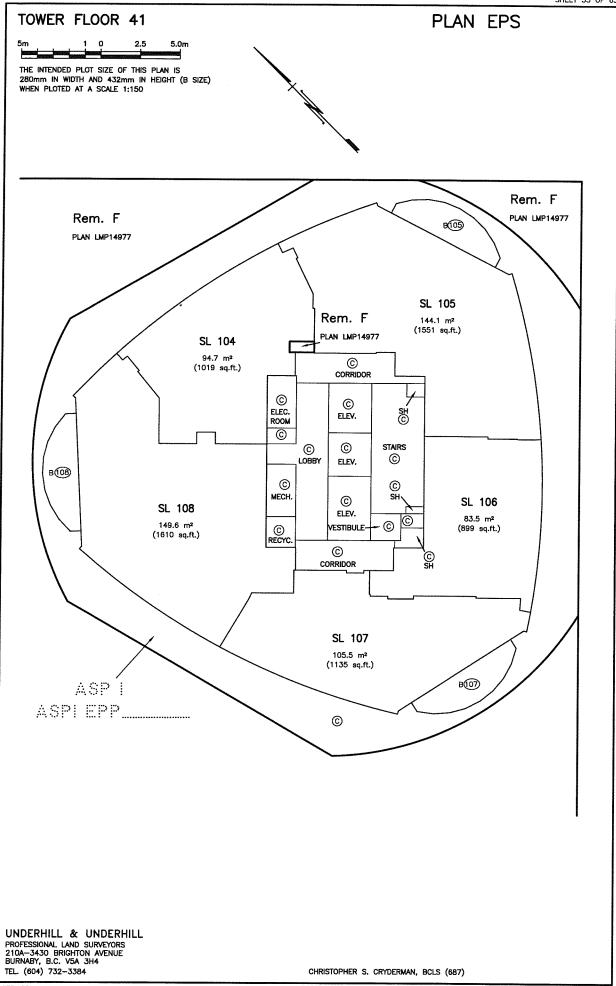


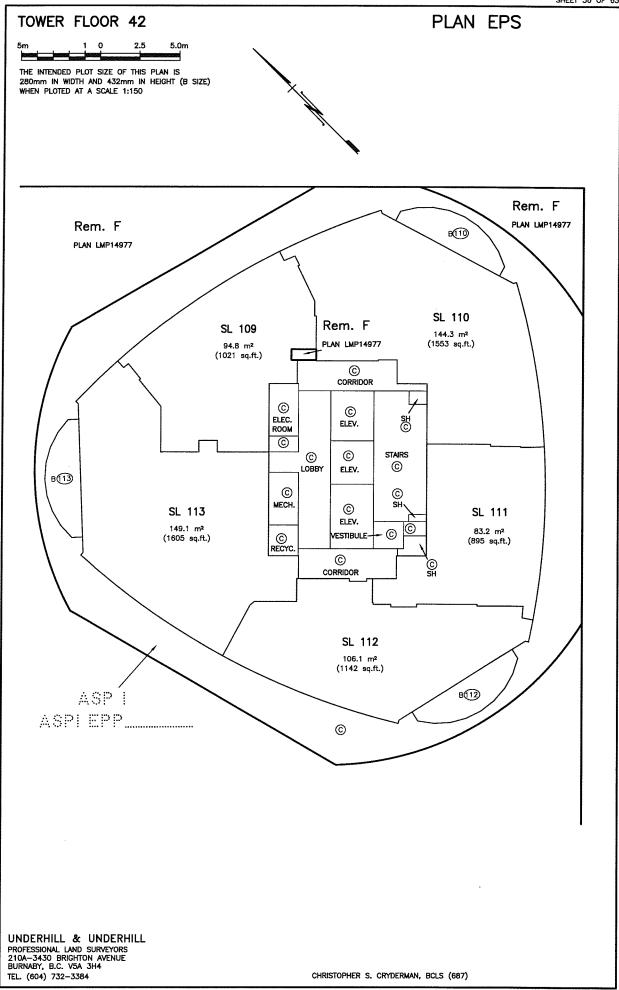


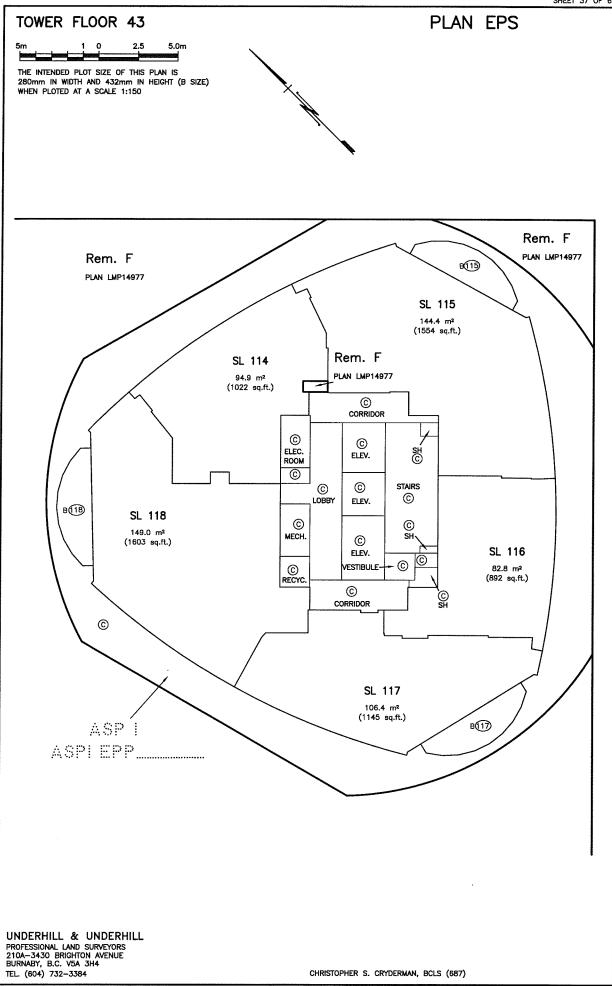
#### **TOWER FLOOR 38** PLAN EPS 5.0m THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:150 Rem. F PLAN LMP14977 Rem. F в90 PLAN LMP14977 **SL 90** 143.8 m<sup>2</sup> (1548 sq.ft.) Rem. F **SL 89** PLAN LMP14977 94.5 m² (1017 sq.ft.) © CORRIDOR © ELEC. ROOM 0 행 ELEV. 0 © LOBBY 0 **STAIRS** © ELEV. 0 © в93) MECH. SL 93 © SL 91 ELEV. 150.1 m<sup>2</sup> 83.7 m² © VESTIBULE-© RECYC (1616 sq.ft.) (900 sq.ft.) © CORRIDOR SL 92 105.4 m<sup>2</sup> (1134 sq.ft.) B92 ASP | ASPI EPP\_\_\_\_ © UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 CHRISTOPHER S. CRYDERMAN, BCLS (687) TEL. (604) 732-3384

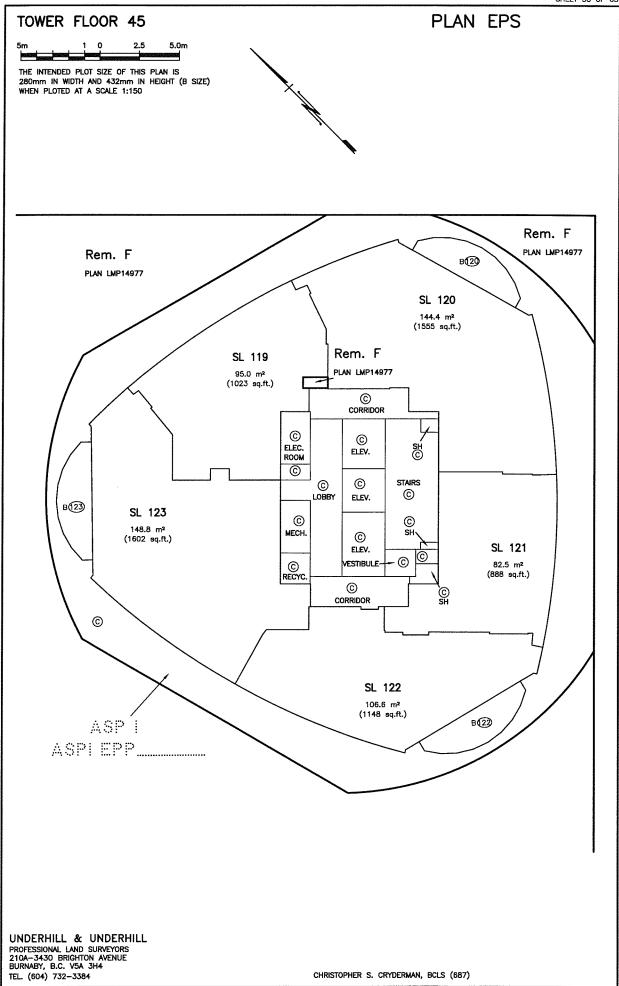






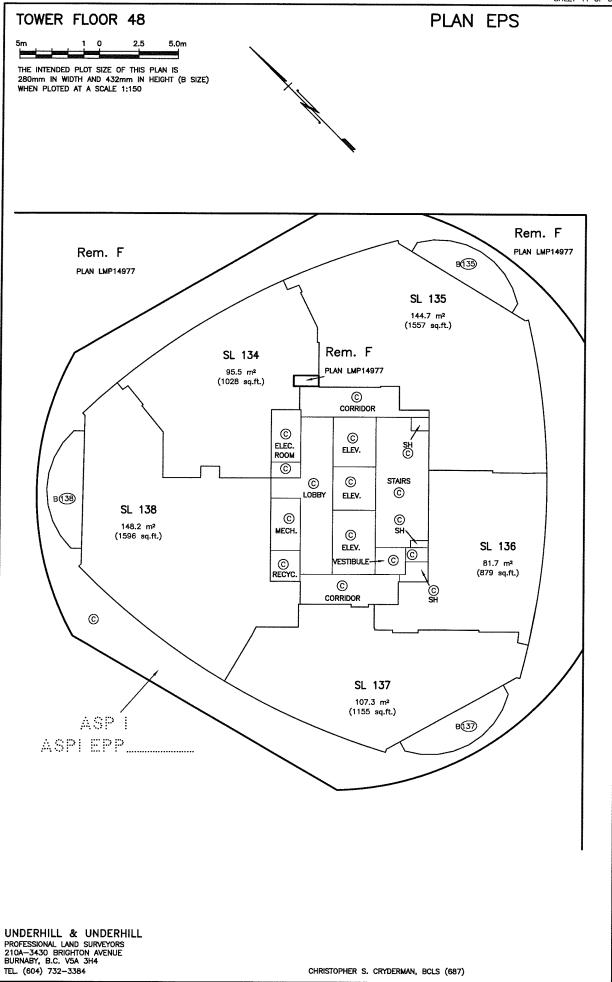




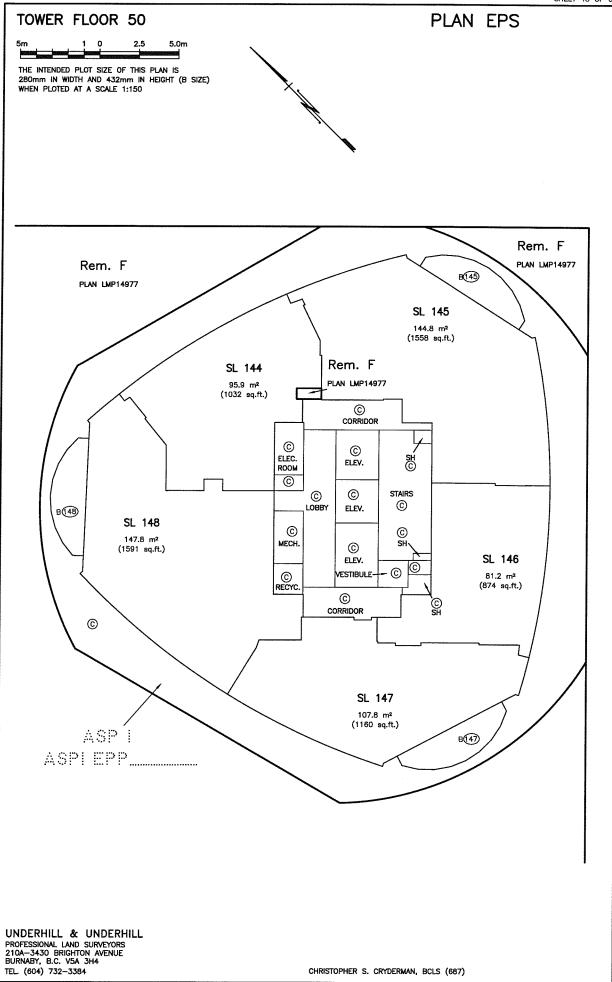


# PLAN EPS **TOWER FLOOR 46** THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:150 Rem. F PLAN LMP14977 Rem. F B(25) PLAN LMP14977 SL 125 144.5 m<sup>2</sup> (1556 sq.ft.) Rem. F SL 124 PLAN LMP14977 95.2 m<sup>2</sup> (1024 sq.ft.) 0 CORRIDOR © ELEC. ROOM © ELEV. 0 STAIRS © 0 © LOBBY ELEV. B(128) SL 128 © © 148.6 m<sup>2</sup> (1600 sq.ft.) SH MECH. (C) SL 126 ELEV. © VESTIBULE-© RECYC 82.2 m<sup>2</sup> (885 sq.ft.) © CORRIDOR © SL 127 106.9 m<sup>2</sup> (1150 sq.ft.) ASP | B(27) ASPI EPP\_\_\_\_ UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 TEL (604) 732-3384 CHRISTOPHER S. CRYDERMAN, BCLS (687)

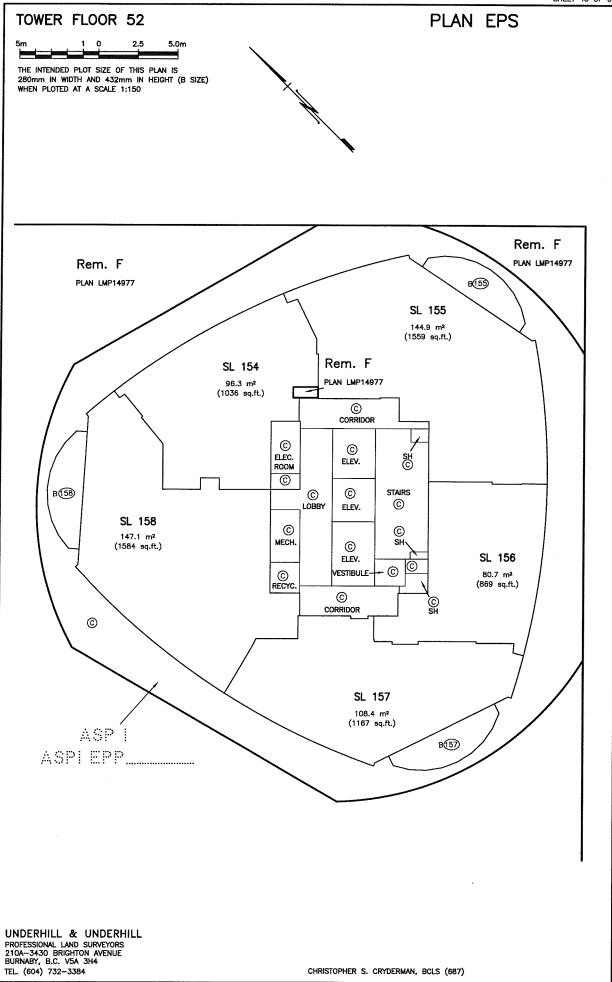
## **TOWER FLOOR 47** PLAN EPS 5.0m THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:150 Rem. F PLAN LMP14977 Rem. F B(30) PLAN LMP14977 SL 130 144.6 m<sup>2</sup> (1556 sq.ft.) Rem. F SL 129 95.3 m<sup>2</sup> (1026 sq.ft.) PLAN LMP14977 © CORRIDOR 0 © ELEC. ROOM ELEV. © COBBY © STAIRS 0 ELEV. в(33) SL 133 0 © 148.4 m<sup>2</sup> (1598 sq.ft.) месн. SH 0 SL 131 ELEV. 0 VESTIBULE 82.0 m<sup>2</sup> (882 sq.ft.) © RECYC. © CORRIDOR © SL 132 107.1 m² (1153 sq.ft.) ASP I B(32) ASPI EPP\_\_\_\_\_ UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 TEL. (604) 732-3384 CHRISTOPHER S. CRYDERMAN, BCLS (687)



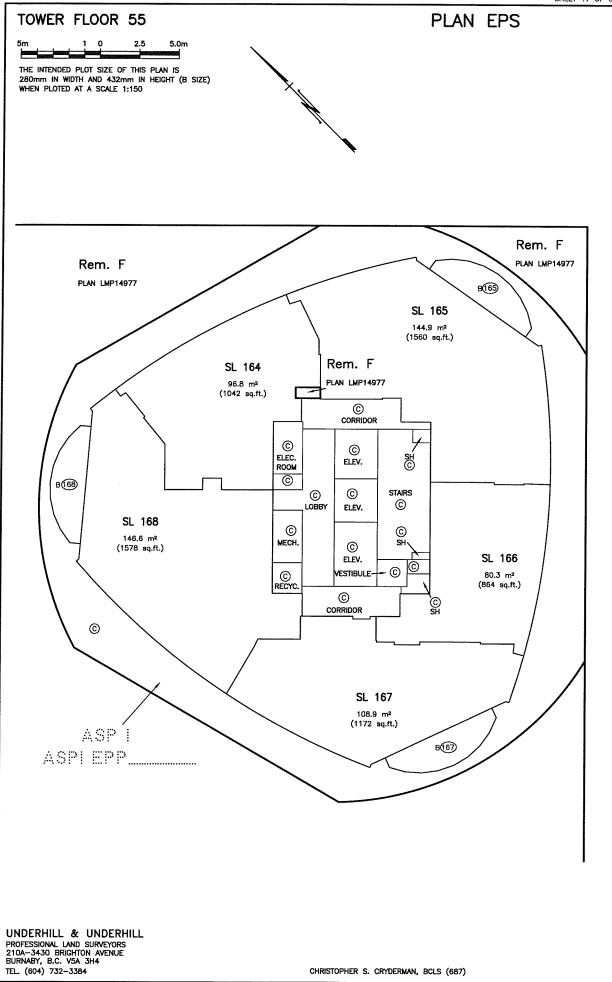
#### **TOWER FLOOR 49** PLAN EPS 5.0m THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:150 Rem. F PLAN LMP14977 Rem. F B(140) PLAN LMP14977 SL 140 144.7 m<sup>2</sup> (1557 sq.ft.) Rem. F SL 139 PLAN LMP14977 95.7 m² (1030 sq.ft.) © CORRIDOR 0 **©** ELEC. ELEV. ROOM 0 STAIRS © 0 LOBBY ELEV. B(43) SL 143 0 © 148.0 m<sup>2</sup> (1593 sq.ft.) MECH. 0 SL 141 ELEV. 0 81.4 m<sup>2</sup> (877 sq.ft.) VESTIBULE © RECYC. © CORRIDOR © SL 142 107.6 m<sup>2</sup> (1158 sq.ft.) ASP | B(142) ASPIEPP\_\_\_\_\_ UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 CHRISTOPHER S. CRYDERMAN, BCLS (687) TEL. (604) 732-3384

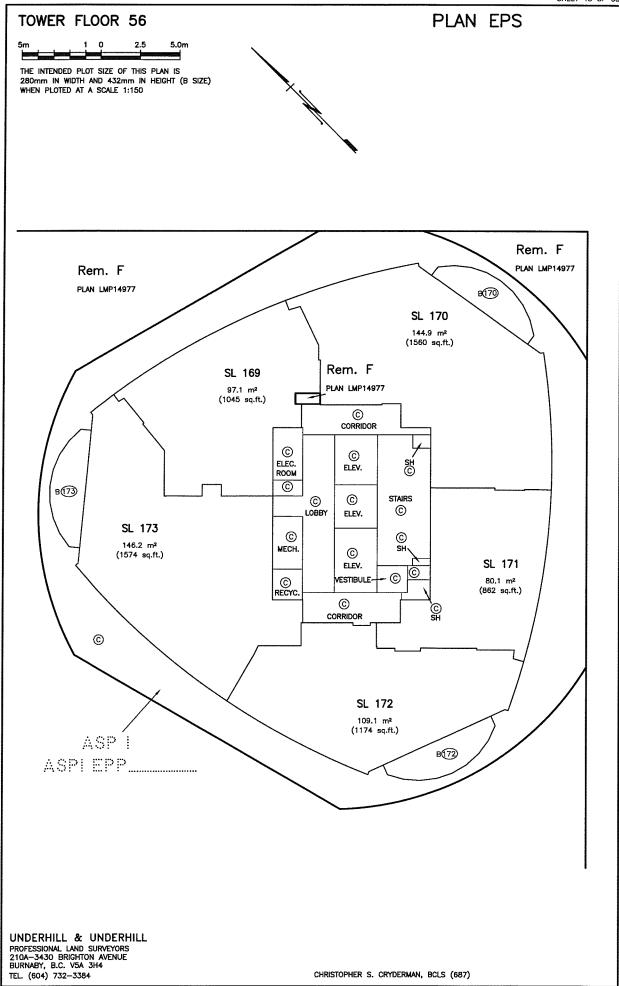


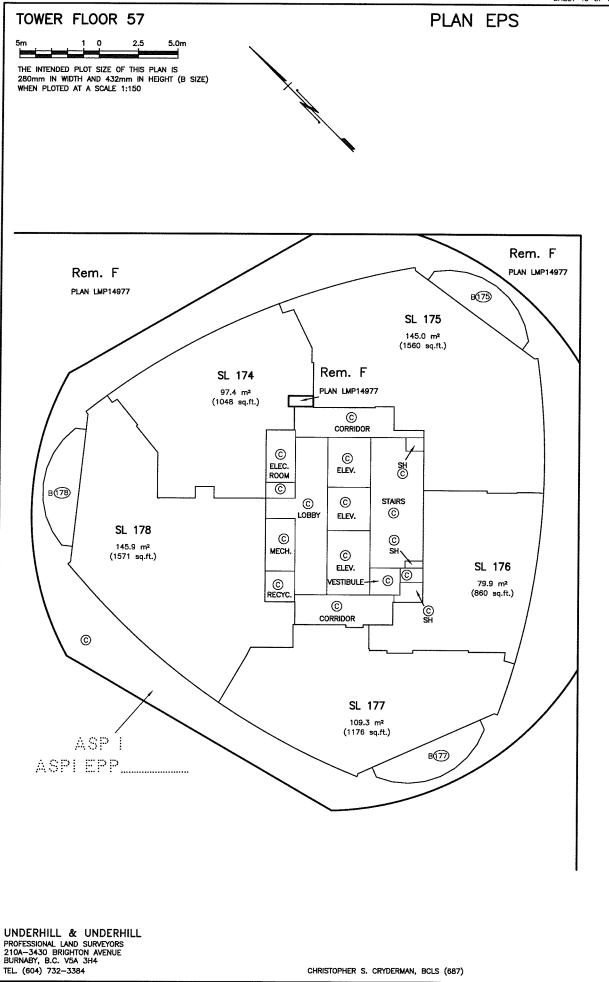
# **TOWER FLOOR 51** PLAN EPS 5.0m THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:150 Rem. F PLAN LMP14977 Rem. F PLAN LMP14977 B(150) SL 150 144.8 m<sup>2</sup> (1559 sq.ft.) Rem. F SL 149 96.1 m<sup>2</sup> (1034 sq.ft.) PLAN LMP14977 © CORRIDOR © ELEC. ROOM © SH © ELEV. 0 STAIRS B(53) © **©** © LOBBY ELEV. SL 153 © SH © 147.6 m² (1589 sq.ft.) MECH. 0 ELEV. SL 151 © VESTIBULE-80.9 m<sup>2</sup> (871 sq.ft.) © RECYC. 0 CORRIDOR © SL 152 107.9 m<sup>2</sup> (1162 sq.ft.) ASP | B(152) ASPIEPP\_\_\_\_ UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 CHRISTOPHER S. CRYDERMAN, BCLS (687) TEL. (604) 732-3384



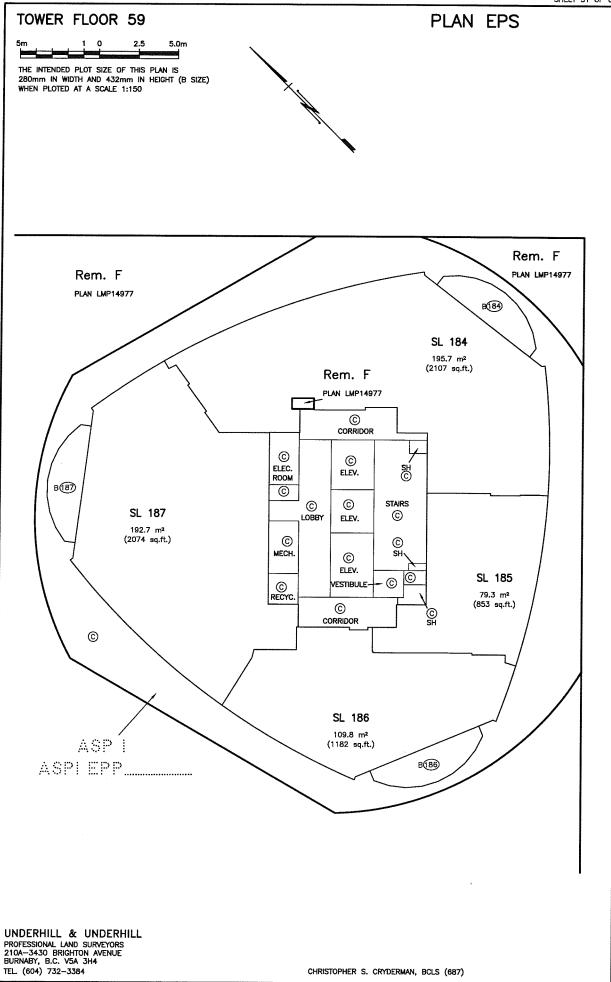
## SHEET 46 OF 63 **TOWER FLOOR 53** PLAN EPS 5.0m THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:150 Rem. F PLAN LMP14977 Rem. F PLAN LMP14977 B(160) SL 160 144.9 m<sup>2</sup> (1560 sq.ft.) Rem. F SL 159 PLAN LMP14977 96.5 m² (1039 sq.ft.) © CORRIDOR © © ELEC. ROOM ⓒ ELEV. © STAIRS B(63) 0 0 LOBBY ELEV. SL 163 © 0 146.8 m<sup>2</sup> (1581 sq.ft.) MECH. (C) SL 161 ELEV. © © RECYC. VESTIBULE: 80.5 m<sup>2</sup> (867 sq.ft.) © CORRIDOR 0 SL 162 108.6 m² (1169 sq.ft.) ASP I B(62) ASPLEPP. UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 CHRISTOPHER S. CRYDERMAN, BCLS (687) TEL. (604) 732-3384

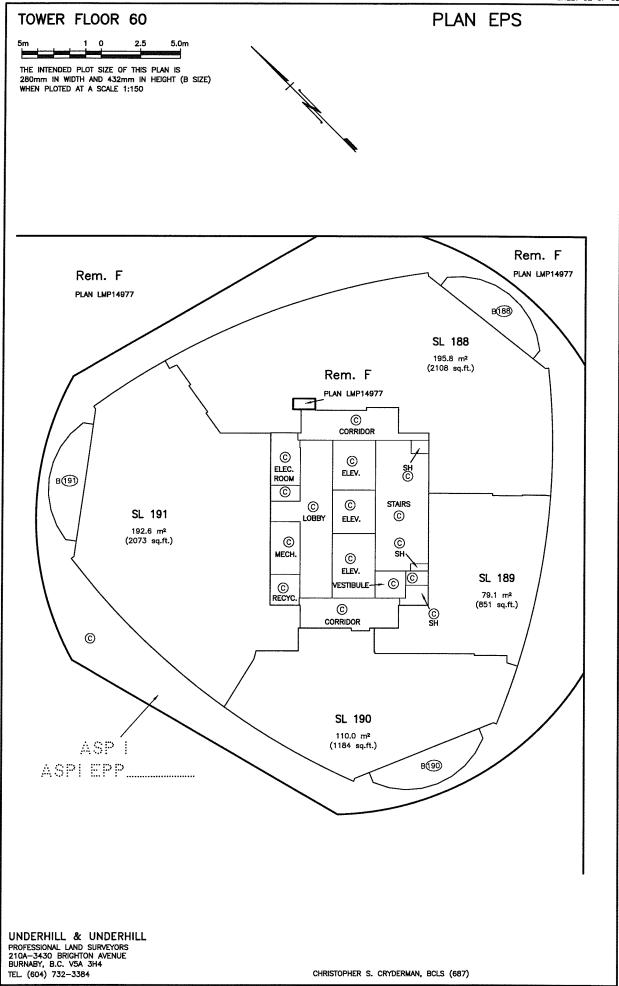


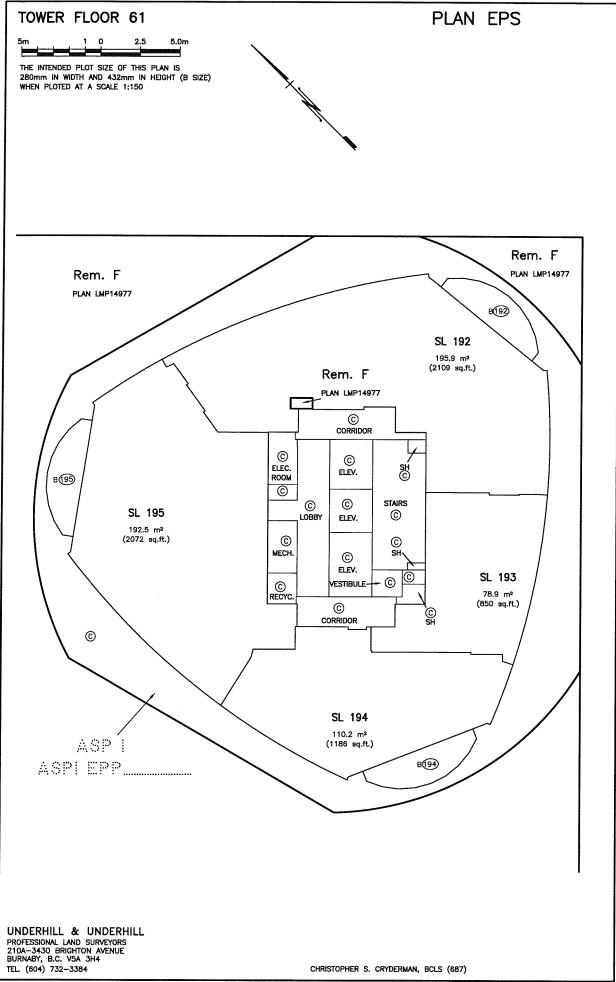


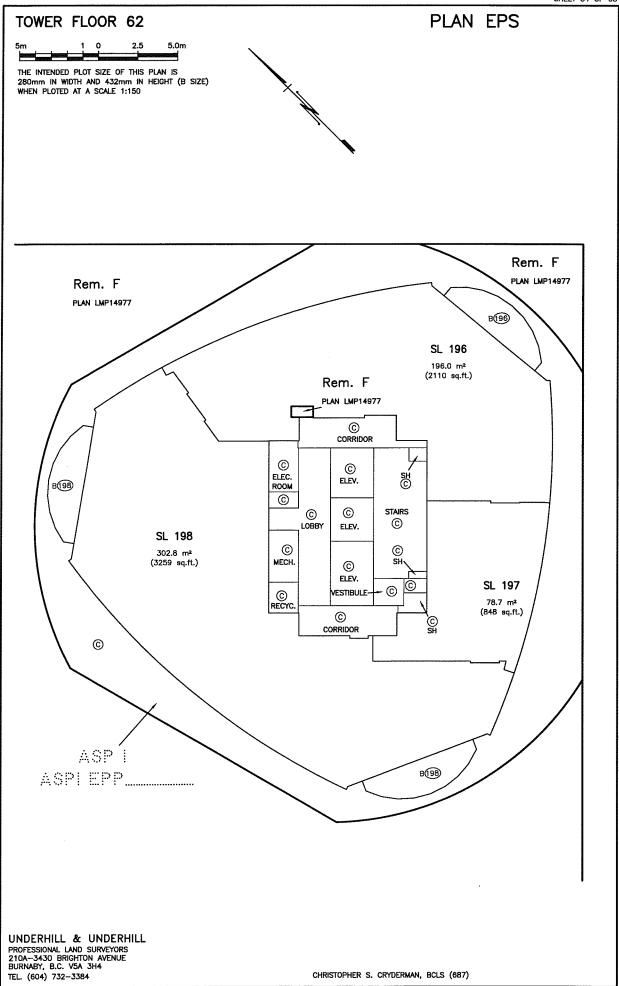


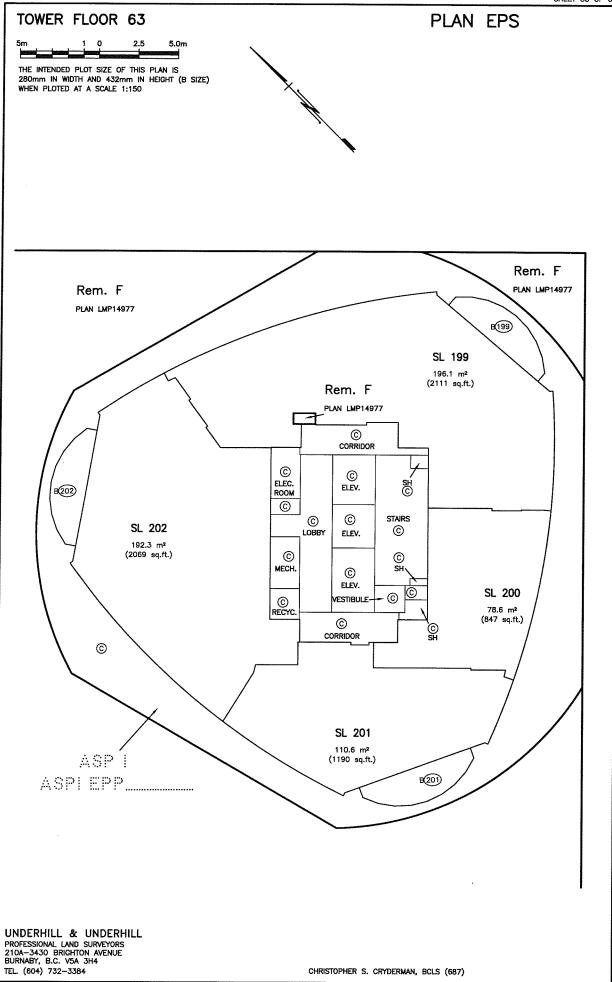
#### **TOWER FLOOR 58** PLAN EPS 5.0m THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:150 Rem. F PLAN LMP14977 Rem. F PLAN LMP14977 B(80) SL 180 145.0 m<sup>2</sup> (1560 sq.ft.) Rem. F SL 179 97.7 m² (1051 sq.ft.) PLAN LMP14977 © CORRIDOR © 0 ELEC. ROOM 행 ELEV. в(83) 0 © STAIRS © ELEV. SL 183 0 0 145.6 m<sup>2</sup> MECH. SH © (1567 sq.ft.) SL 181 ELEV. (C) © ESTIBULE-© RECYC 79.8 m<sup>2</sup> (858 sq.ft.) © CORRIDOR © SL 182 109.5 m<sup>2</sup> (1178 sq.ft.) ASP | B(182) ASPIEPP UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 CHRISTOPHER S. CRYDERMAN, BCLS (687)





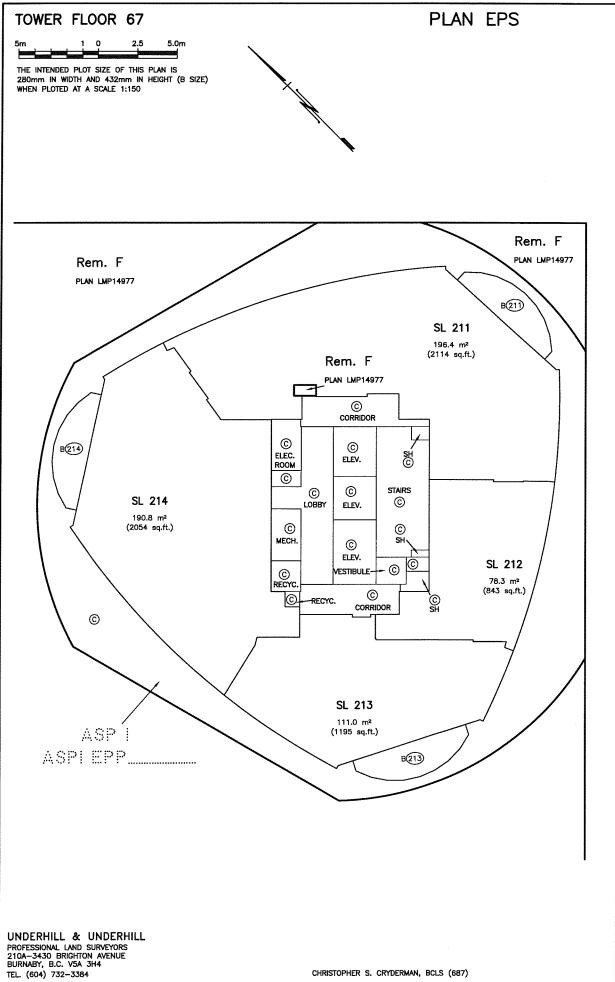


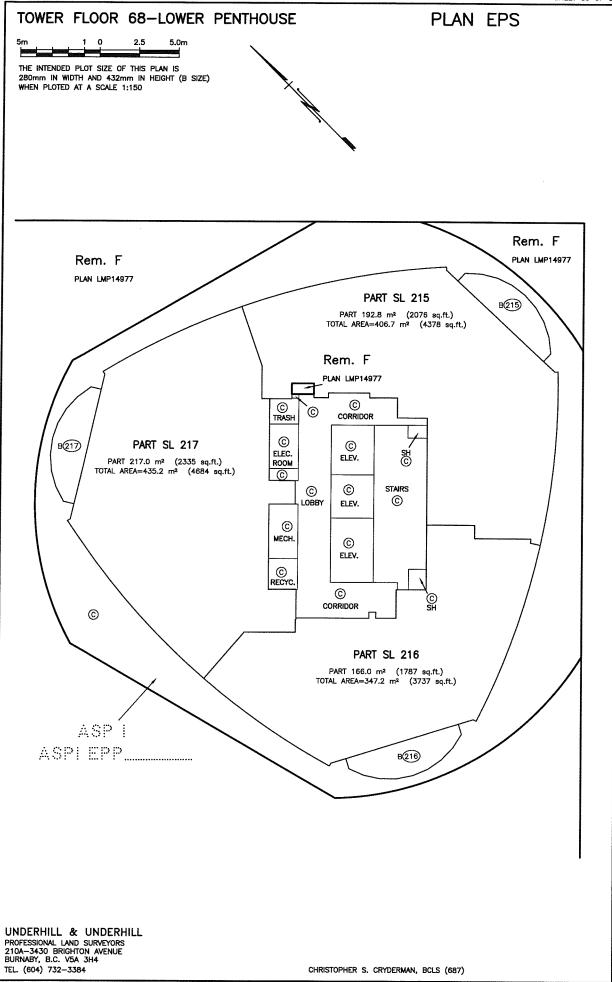




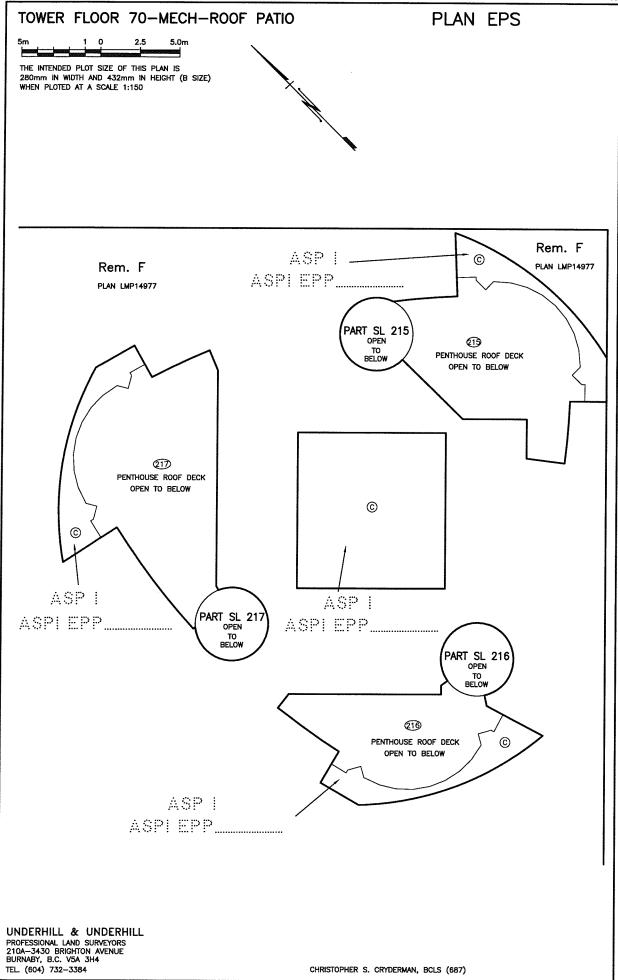
# **TOWER FLOOR 65** PLAN EPS 5.0m THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:150 Rem. F PLAN LMP14977 Rem. F PLAN LMP14977 B(203) SL 203 196.2 m<sup>2</sup> (2112 sq.ft.) Rem. F PLAN LMP14977 **©** CORRIDOR © © ELEC. ROOM B206 ELEV. 0 STAIRS 0 0 0 ELEV. SL 206 192.1 m<sup>2</sup> (2068 sq.ft.) © © MECH. © ELEV. © © RECYC. VESTIBULE-SL 204 78.5 m² (845 sq.ft.) © CORRIDOR © SL 205 110.7 m<sup>2</sup> (1192 sq.ft.) ASP | ASPI EPP\_\_\_\_\_ B(205) UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 CHRISTOPHER S. CRYDERMAN, BCLS (687) TEL. (604) 732-3384

# **TOWER FLOOR 66** PLAN EPS THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:150 Rem. F Rem. F PLAN LMP14977 PLAN LMP14977 B(207) SL 207 196.3 m² (2113 sq.ft.) Rem. F PLAN LMP14977 **©** CORRIDOR © 0 B210 ELEC. ROOM 양 ELEV. © 0 STAIRS © SL 210 0 LOBBY ELEV. 192.0 m² (2066 sq.ft.) © © MECH. 0 ELEV. SL 208 © © RECYC VESTIBULE 78.4 m² (844 sq.ft.) 0 CORRIDOR © SL 209 110.9 m<sup>2</sup> (1193 sq.ft.) ASP | ASPI EPP B209 UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 TEL (604) 732-3384 CHRISTOPHER S. CRYDERMAN, BCLS (687)

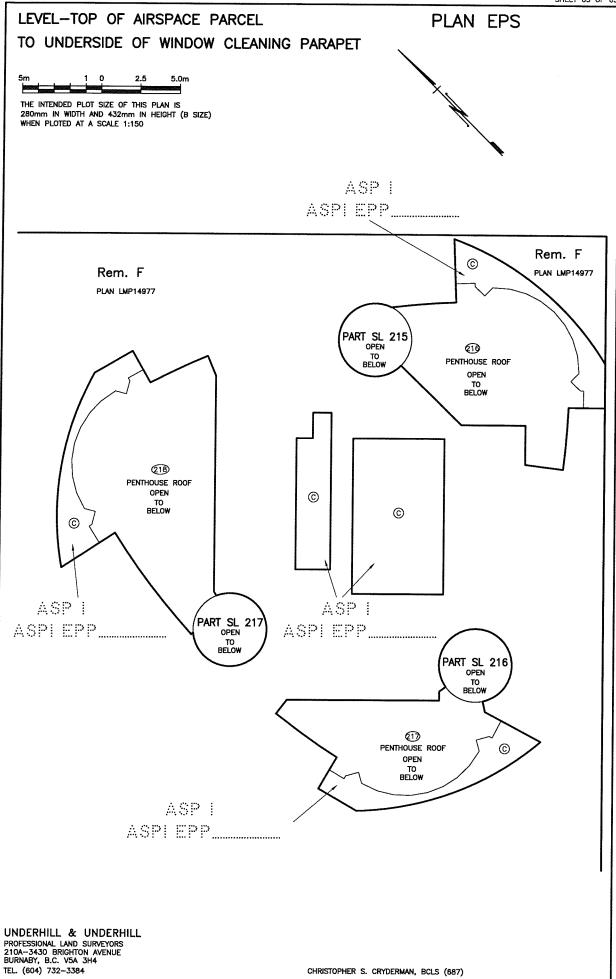




# TOWER FLOOR 69-UPPER PENTHOUSE PLAN EPS THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:150 Rem. F PLAN LMP14977 Rem. F PLAN LMP14977 B(215) PART SL 215 PART 213.9 m<sup>2</sup> (2302 sq.ft.) Rem. F PLAN LMP14977 © VEST. 0 B217 0 si © ELEC. ELEV. PART SL 217 ROOM PART 218.2 m<sup>2</sup> (2349 sq.ft.) © STAIRS © © ELEV. © MECH. © ELEV. C CORRIDOR <u>©</u> PART SL 216 © PART 10.2 m<sup>2</sup> (110 sq.ft.) PART SL 216 PART 171.0 m<sup>2</sup> (1840 sq.ft.) ASP ! ASPI EPP\_\_\_\_ B(216) UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 CHRISTOPHER S. CRYDERMAN, BCLS (687) TEL. (604) 732-3384



# SHEET 62 OF 63 TOWER FLOOR 71-ELEVATOR MACHINE ROOM PLAN EPS CROSSOVER FLOOR THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE) WHEN PLOTED AT A SCALE 1:150 ASP | Rem. F ASPI EPP\_\_\_\_\_\_ © PLAN LMP14977 Rem. F PLAN LMP14977 PART SL 215 OPEN TO BELOW (216) PENTHOUSE ROOF OPEN TO BELOW 218 PENTHOUSE ROOF OPEN © TO BELOW © © ASP : PART SL 217 ASPLEPP. ASP I ASPI EPP\_\_\_\_ PART SL 216 TO BELOW PENTHOUSE ROOF © OPEN ASP | ASPI EPP\_\_\_\_ UNDERHILL & UNDERHILL PROFESSIONAL LAND SURVEYORS 210A-3430 BRIGHTON AVENUE BURNABY, B.C. V5A 3H4 CHRISTOPHER S. CRYDERMAN, BCLS (687) TEL (604) 732-3384 ST5-62



#### **EXHIBIT C**

# PROPOSED INTERIM BUDGET OF STRATA CORPORATION EXPENSES AND MONTHLY ASSESSMENTS

See attached.

#### **INTERIM OPERATING BUDGET** 1151 West Georgia Street, Vancouver, British Columbia Canada THE RESIDENCES AT TRUMP INTERNATIONAL HOTEL & TOWER VANCOUVER

FIGURES NOT INCLUDING APPLICABLE GSTax @ 5%		
ADMINISTRATION		
Administration Expenses & Office Supplies	\$	8,750.00
Bank Charges	\$	800.00
Communications	\$	8,000.00
Concierge/Security	\$	221,400.00
Doorman Employee Benefits	\$ \$	110,160.00
Facility Manager/Supervisor (1) Wage	\$ \$	5,000.00 72,000.00
Janitor/Maintenance	\$	100,000.00
Professional & Legal Fees	\$	5,000.00
Licenses & Permits	\$	3,900.00
Management Fee	\$	78,480.00
Uniforms of Staff	\$	7,000.00
INSURANCE (Appraisal/Value)	\$	220,000.00
TOTAL ADMINISTRATION	\$	840,490.00
<u>UTILITIES</u>		
Electricity	\$	105,000.00
Natural Gas	\$	22,000.00
Steam Water & Sewer	\$ \$	130,000.00
		50,000.00
TOTAL UTILITIES		307,000.00
SHARE OF OPERATING COSTS SPLIT WITH HOTEL PARCEL (See Schedule A for Hotel's Estimated Share)		
Hotel Remainder Expenses - see Schedule B	\$	102,760.00
Hotel Lobby Expense- see Schedule B	\$	8,979.80
Hotel Lobby Utilities - see Schedule B	\$	27,004.30
Pool and Fitness - see Schedule B Valet and Limousine Service - see Schedule B	\$	103,901.60
Administration Chargeback - see Schedule B	\$ \$	38,880.00 20,520.00
Attache Service	\$	22,032.00
Concierge - Supervisor	\$	12,312.00
Concierge	\$	8,413.20
Doorman Housekeeping Supervisor	\$ \$	9,418.68
Engineering Supervisor	\$	8,413.20 31,248.00
Engineers	\$	46,872.00
Security	\$	126,198.00
TOTAL SHARE OF OPERATING COSTS SPLIT WITH HOTEL	\$	566,952.78
REPAIRS & MAINTENANCE		
Building Sewage	\$	1,500.00
Electrical Repairs Elevators ( 3 ) - Exclusive	\$	2,500.00
Elevators ( 3 ) - Exclusive Recycling	\$	45,000.00
H.V.A.C. Contracts	\$ \$	6,000.00 28,000.00
Interior Maintenance	\$	17,000.00
Internet Services	\$	77,000.00
rrigation System	\$	500.00
Maintenance Supplies	\$	5,000.00
Miscellaneous Repairs	\$	14,000.00
Mixed Use Expenses - General Misc. Parkade Maintenance	\$	2,000.00
Pest Control	\$ \$	4,500.00
Plumbing	\$ \$	2,000.00 2,500.00
Security ( Fire, Elev., Alarm Monitoring )	\$	5,000.00
Security Access System-maintain system-1 year warranty	\$	2,500.00
Security & Access System - Lease	\$	30,000.00
Struct., Trans. (P1 & P3), Mech. (2) & Electr. Rooms	\$	4,000.00
TOTAL REPAIRS AND MAINTENANCE	\$	249,000.00

### Notes:

**GRAND TOTAL** 

Italics - Costs based on Proposed Staffing Schedule (see Schedule C)

\* Based on \$6000/month for lease, gas, insurance, maintenance.

Contingency (5% of the Total Operating Expenses)



TOTAL BUDGETED EXPENDITURES



1,963,442.78

98,172.14

\$ 2,061,614.92

\$

\$

#### **SCHEDULE A**

# **INTERIM OPERATING BUDGET** 1151 West Georgia Street, Vancouver, British Columbia Canada THE RESIDENCES AT TRUMP INTERNATIONAL HOTEL & TOWER VANCOUVER

#### FIGURES NOT INCLUDING APPLICABLE GSTax @ 5%

FIGURES NOT INCLUDING APPLICABLE GSTax @ 5%	<u> </u>	Residential	Ho	tel/Remainder	TOTAL.
SHARE OF OPERATING COSTS SPLIT WITH HOTEL PARCEL					
Hotel Remainder Expenses - see Schedule B	\$	102,760.00	\$	77,520.70	\$ 180,280.70
Hotel Lobby Expense- see Schedule B	\$	8,979.80	\$	143,220.20	\$ 152,200.00
Hotel Lobby Utilities - see Schedule B	\$	27,004.30	\$	430,695.70	\$ 457,700.00
Pool and Fitness - see Schedule B	\$	103,901.60	\$	92,978.40	\$ 196,880.00
Valet and Limousine Service - see Schedule B	\$	38,880.00	\$	541,080.00	\$ 579,960.00
Administration Chargeback - see Schedule B	\$	20,520.00	\$	15,480.00	\$ 36,000.00
Attache Service	\$	22,032.00	\$	88,128.00	\$ 110,160.00
Concierge - Supervisor	\$	12,312.00	\$	203,688.00	\$ 216,000.00
Concierge	\$	8,413.20	\$	139,186.80	\$ 147,600.00
Doorman	\$	9,418.68	\$	155,821.32	\$ 165,240.00
Housekeeping Supervisor	\$	8,413.20	\$	139,186.80	\$ 147,600.00
Engineering Supervisor	\$	31,248.00	\$	124,992.00	\$ 156,240.00
Engineers	\$	46,872.00	\$	187,488.00	\$ 234,360.00
Security	\$	126,198.00	\$	95,202.00	\$ 221,400.00
TOTAL SHARE OF OPERATING COSTS SPLIT WITH HOTEL	\$	566,952.78	\$	2,434,667.92	\$ 3,001,620.70

#### Notes:

Italics - Costs based on Proposed Staffing Schedule (see Schedule C)





# SCHEDULE B SHARE OF OPERATING COSTS SPLIT WITH HOTEL PARCEL

			RES %		
Budget	-	2016	Allocation	L	RES Share
Hotel Remainder Expenses	┝			┝	
Arrival Plaza, Sidewalks, Driveway, Maintenance and Lar	\$	18,000.00	57.0%	\$	10,260.0
Emergency Generator	\$	4,000.00	57.0%	\$	2,280.00
Fire Alarm and Sprinkler panel	\$	28,500.00	57.0%	\$	16,245.00
High Voltage Room	\$	3,500.00	57.0%	\$	1,995.00
Roof Maintenance	\$	4.000.00	57.0%	\$	2,280.00
Public Art	\$	10,000.00	57.0%	\$	5,700.00
Garbage & Compactor	\$	24,561.40	57.0%	\$	14,000.00
Window Cleaning & Systems	\$	78,947.37	57.0%	\$	45,000.00
Misc items	\$	8,771.93	57.0%	\$	5,000.00
TOTAL HOTEL REMAINDER EXPENSES	S	180,280,70	37.0%	\$	102,760.00
TOTAL HOTEL HEMAINDER LAFENSES	Þ	100,200,70		\$	102,760.00
Hotel Lobby Expenses *		1		\$	
Building Repairs and Supplies	\$	25,500.00	5.9%	\$	1,504.50
Cleaning Supplies	\$	8,500.00	5.9%	\$	501.50
Electrical / Mechanical / Electronics Equip	\$	10,200.00	5.9%	\$	601.80
Engineering Supplies	\$	11,900.00	5.9%	\$	702.10
Equipment Repairs and Maintenance	\$	12,700.00	5.9%	\$	749.30
Floor Coverings	\$	6,000.00	5.9%	\$	354.00
Furniture-Fixtures	\$	6,000.00	5.9%	\$	354.00
Life Safety	\$	8,500.00	5.9%	\$	501.50
Light Bulbs	\$	10,200.00	5.9%	\$	601.80
Locks and keys	\$	13,600.00	5.9%	\$	802.40
Painting & Decorating	\$	13,600.00	5.9%	\$	802.40
Plumbing & Heating	\$	25,500.00	5.9%	\$	1,504.50
TOTAL HÖTEL LOBBY EXPENSES	S	152,200.00	2000 por 2224 (1/2)	\$	8,979.80
				\$	-
Hotel Lobby Utilities *				\$	-
Electricity	\$	169,500.00	5.9%	\$	10,000.50
Natural gas	\$	17,000.00	5.9%	\$	1,003.00
Steam	\$	237,300.00	5.9%	\$	14,000.70
Water	\$	33,900.00	5.9%	\$	2,000.10
TOTAL HOTEL LOBBY UTILITIES	\$	457,700.00		\$	27,004.30
				\$	-
Pool and Fitness Facility			Ť	\$	-
Fitness Facility - General	\$	16,000.00	57.0%	\$	9,120.00
Fitness Equipment Lease	\$	35,000.00	57.0%	\$	19.950.00
Pool and Deck Maintenance & Supply	\$	20,000.00	25.0%	\$	5,000.00
Pool Facility - General	\$	6,000.00	25.0%	\$	1,500.00
Pool & Fitness Facility Attendant	\$	119.880.00	57.0%	\$	68,331.60
OTAL POOL AND FITNESS FACILITY	\$	196,880.00			103,901,60
				\$	_
/alet & Limousine Service				\$	
Limousine (Rolls Royce) Expenses**	\$	72,000.00	20.0%	\$	14,400.00
Limousine Driver	\$	122,400.00	20.0%	\$	24,480.00
Valet Attendant	\$	385,560.00	0.0%	\$	
OTAL VALET AND LIMOUSINE SERVICE	\$	579,960.00	Wagaire,	\$	38,880.00
Ideals Area (all and a land)	_			_	
Administration (chargeback)	\$	36,000.00	57.0%	\$	20,520.00

\* Note: 5.9% based on: Architect Drawings dated 2013/04/17 Drawing A002

	<u>Sq. Ft.</u>
Upper Lobby	15,830
Lower Lobby	16,924
Total Upper & Lower Lobby	32,754
LESS: Hotel Parcels in Upper & Lower Lobby	
Restaurant	(2,445)
Upper Lobby Lounge	(1,075)
Lower Lobby Lounge	(1,638)
Private Dining	(380)
Upper Residential Elevator and Entrance Lobby	(696)
Lower Residential Elevator Lobby	(2,032)
Totel Hotel Parcels in Upper & Lower Lobby	(8,266)
Total Residential & Hotel Shared Lobby	24,488
Total Residential & Hotel Shared Lobby	24,488
Divided by: Total Hotel FSR	235,248
Percentage of Shared Space	10.40%
Residential Port of Shared Space = 57%	5.90%
Hotel Portion of Shared Space = 43%	4.50%

 $<sup>^{\</sup>star\star}$  Based on \$6000/month for lease, gas, insurance, maintenance.





SCHEDULE C Proposed Staffing Schedule

	Total Hours		Hourly wage + 25%	-	+ 0	Total Wage + Benefits/			HOTEL				
STAFFING	Work/ Day	Hourly Rate	benefits	Benefit	Benefits / Day	Month	RES %	Residential	%	Hotel		Total	-
Residential ONLY													
Concierge (3)	24	\$ 20.50	\$ 25.63	s	615.00	\$ 18,450.00	100%	\$ 221.400.00				\$ 22	221 400 00
Doorman (2)	16	\$ 15.30	\$ 19.13	8	┼		100%						110,160,00
Facility Manager /Supervisor (1)	8	\$ 20.00	\$ 25.00	s	200.00	\$ 6,000.00	100%	s					72,000.00
Subtotal				\$ 1,	1,121.00	\$ 33,630.00		\$ 403,560.00				4	403,560.00
Hotel Recoverable													
Attache (2)	16	\$ 15.30	\$ 19.13	\$	306.00	\$ 9,180.00	20.0%	\$ 22,032.00	80.0%	es	88,128.00	\$ 110	110,160,00
Concierge - Supervisor (2)	16	\$ 30.00	\$ 37.50	\$ 0	90.009	\$ 18,000.00	5.7% \$	\$ 12,312.00	94.3%	\$	+-	\$ 216	216,000,00
Concierge (2)	16	\$ 20.50	\$ 25.63	<del>()</del>	410.00	\$ 12,300.00	2.7%	s	94.3%	es.	+-	\$ 147	147,600,00
Doorman (1)	24	\$ 15.30	\$ 19.13	\$	459.00	\$ 13,770.00	5.7%	\$ 9,418.68	3 94.3%	\$	155,821.32	\$ 165	165,240.00
Housekeeping Supervisor (2)	16	\$ 20.50	\$ 25.63	↔	410.00	\$ 12,300.00	2.7%	\$ 8,413.20	Ļ	\$	┼	\$ 147	147,600,00
Engineering Supervisor (2)	16	\$ 21.70	\$ 27.13	€9	434.00	\$ 13,020.00	20.0%	\$ 31,248.00	%0.08	<del>€</del>	┼	\$ 156	156.240.00
Engineers (3)	24	\$ 21.70	\$ 27.13	↔	651.00	\$ 19,530.00	20.0%	\$ 46,872.00	%0.08	\$ 187,488.00	╂	\$ 234	234,360,00
Pool & Fitness Facility Attendant (2)	16	\$ 16.65	\$ 20.81	\$	333.00	\$ 9,990.00	22.0%	\$ 68,331.60	43.0%	<del>6</del>	₩	\$ 116	119,880.00
Limousine Driver (2)	16	\$ 17.00	\$ 21.25	<del>49</del>	340.00	\$ 10,200.00	20.0%	\$ 24,480.00	80.0%	ક	┿	\$ 122	122.400.00
Security (3)	24	\$ 20.50	\$ 25.63	s	615.00	\$ 18,450.00	\$ %0.29	\$ 126,198.00	_	↔	┿	\$ 22	221,400.00
Valet Parking Attendant	56	\$ 15.30	\$ 19.13	€9	1,071.00	\$ 32,130.00	%0.0	↔	100.0%	8	+-	\$ 385	385,560.00
Subtotal				\$ 2	629.00	5,629.00 \$ 168,870.00		\$ 357,718.68	8	\$ 1,668,721.32		\$ 2,026	2,026,440.00
TOTAL				v	750 00	6 750 00 \$ 202 500 00		¢ 751 379 69		2 1 659 771 23 6 2 1 430 000 00	60 1	JCV C	00 000

# The Residences at Trump International Hotel and Tower Vancouver Strata Fee Schedule

Operating Expe	enses	\$1,963,442.78			
Annual CRF Co		98,172.14			
Total Combined		\$2,061,614.92			
Total Unit Entit	tlement	24,017			
Strata Lot	Unit Number	Unit Entitlement	Monthly Operating Contribution	Monthly Contingency Reserve (CRF) Contribution	TOTAL MONTHL' STRATA FEE
1	2303	106	\$722.14	\$36.11	\$758.25
2	2305	56	\$381.51	\$19.08	\$400.59
3	2301	65	\$442.82	\$22.14	\$464.97
4	2302	100	\$681.27	\$34.06	\$715.33
5	2506	59	\$401.95	\$20.10	\$422.05
6	2507	108	\$735.77	\$36.79	\$772.56
7	2508	56	\$381.51	\$19.08	\$400.59
8	2501	65	\$442.82	\$22.14	\$464.97
9	2502	104	\$708.52	\$35.43	\$743.95
10	2503	63	\$429.20	\$21.46	\$450.66
11	2505	120	\$817.52	\$40.88	\$858.40
12	2606	59	\$401.95	\$20.10	\$422.05
13	2607	108	\$735.77	\$36.79	\$772.56
14 15	2608 2601	56	\$381.51	\$19.08	\$400.59
16	2602	104	\$442.82	\$22.14	\$464.97
17	2603	62	\$708.52 \$422.39	\$35.43	\$743.95
18	2605	121	\$824.33	\$21.12	\$443.51
19	2706	59	\$401.95	\$41.22 \$20.10	\$865.55
20	2707	109	\$742.58	\$37.13	\$422.05 \$779.71
21	2708	56	\$381.51	\$19.08	\$400.59
22	2701	64	\$436.01	\$19.08	\$457.81
23	2702	104	\$708.52	\$35.43	\$743.95
24	2703	62	\$422.39	\$21.12	\$443.51
25	2705	121	\$824.33	\$41.22	\$865.55
26	2806	59	\$401.95	\$20.10	\$422.05
27	2807	109	\$742.58	\$37.13	\$779.71
28	2808	56	\$381.51	\$19.08	\$400.59
29	2801	64	\$436.01	\$21.80	\$457.81
30	2802	105	\$715.33	\$35.77	\$751.10
31	2803	62	\$422.39	\$21.12	\$443.51
32	2805	121	\$824.33	\$41.22	\$865.55
33	2906	58	\$395.14	\$19.76	\$414.89
34	2907	109	\$742.58	\$37.13	\$779.71
35	2908	56	\$381.51	\$19.08	\$400.59
36	2901	64	\$436.01	\$21.80	\$457.81
37	2902	105	\$715.33	\$35.77	\$751.10
38	2903	61	\$415.57	\$20.78	\$436.35
39	2905	122	\$831.15	\$41.56	\$872.70
40	3006	58	\$395.14	\$19.76	\$414.89
41	3007	109	\$742.58	\$37.13	\$779.71
42	3008 3001	56 62	\$381.51	\$19.08	\$400.59
43	3001	107	\$422.39	\$21.12	\$443.51
44	3002	61	\$728.96 \$415.57	\$36.45	\$765.41
45	3005	122	\$415.57 \$831.15	\$20.78 \$41.56	\$436.35 \$872.70
47	3106	58	\$395.14	\$19.76	\$872.70 \$414.89
47	3107	109	\$742.58	\$37.13	\$779.71
49	3107	56	\$381.51	\$19.08	\$400.59
50	3101	62	\$422.39	\$19.08	\$443.51
51	3102	107	\$728.96	\$36.45	\$765.41
52	3103	61	\$415.57	\$20.78	\$436.35
53	3105	122	\$831.15	\$41.56	\$872.70
54	3206	58	\$395.14	\$19.76	\$414.89





# The Residences at Trump International Hotel and Tower Vancouver Strata Fee Schedule

Strata Lot	Unit Number	Unit Entitlement	Monthly Operating Contribution	Monthly Contingency Reserve (CRF) Contribution	TOTAL MONTHLY STRATA FEE
55	3207	109	\$742.58	\$37.13	\$779.71
56	3208	56	\$381.51	\$19.08	\$400.59
57	3201	61	\$415.57	\$20.78	\$436.35
58	3202	107	\$728.96	\$36.45	\$765.41
59	3203	61	\$415.57	\$20.78	\$436.35
60	3205	122	\$831.15	\$41.56	\$872.70
61	3306	58	\$395.14	\$19.76	\$414.89
62	3307	109	\$742.58	\$37.13	\$779.71
63	3308	56	\$381.51	\$19.08	\$400.59
64	3301	61	\$415.57	\$20.78	\$436.35
65	3302	108	\$735.77	\$36.79	\$772.56
66	3305	60 123	\$408.76	\$20.44	\$429.20
68	3506	58	\$837.96 \$395.14	\$41.90 \$19.76	\$879.86
69	3507	110	\$749.40	\$37.47	\$414.89 \$786.87
70	3508	56	\$381.51	\$19.08	\$400.59
71	3501	61	\$415.57	\$20.78	\$436.35
72	3502	108	\$735.77	\$36.79	\$772.56
73	3503	60	\$408.76	\$20.44	\$429.20
74	3505	123	\$837.96	\$41.90	\$879.86
75	3606	57	\$388.32	\$19.42	\$407.74
76	3607	110	\$749.40	\$37.47	\$786.87
77	3608	56	\$381.51	\$19.08	\$400.59
78	3601	60	\$408.76	\$20.44	\$429.20
79	3602	109	\$742.58	\$37.13	\$779.71
80	3603	60	\$408.76	\$20.44	\$429.20
81	3605	123	\$837.96	\$41.90	\$879.86
82	3706	57	\$388.32	\$19.42	\$407.74
83	3707	110	\$749.40	\$37.47	\$786.87
84	3708	56	\$381.51	\$19.08	\$400.59
85	3701	60	\$408.76	\$20.44	\$429.20
86	3702	109	\$742.58	\$37.13	\$779.71
87	3703	60	\$408.76	\$20.44	\$429.20
88	3705	123	\$837.96	\$41.90	\$879.86
89	3805	95	\$647.20	\$32.36	\$679.57
90	3806	144	\$981.03	\$49.05	\$1,030.08
91	3801	84	\$572.27	\$28.61	\$600.88
92 93	3802 3803	105 150	\$715.33	\$35.77 \$51.10	\$751.10
93	3905	95	\$1,021.90 \$647.20	\$32.36	\$1,073.00 \$679.57
95	3905	144	\$981.03	\$49.05	\$1,030.08
96	3901	83	\$565.45	\$28.27	\$593.73
97	3902	106	\$722.14	\$36.11	\$758.25
98	3903	150	\$1,021.90	\$51.10	\$1,073.00
99	4005	95	\$647.20	\$32.36	\$679.57
100	4006	144	\$981.03	\$49.05	\$1,030.08
101	4001	83	\$565.45	\$28.27	\$593.73
102	4002	106	\$722.14	\$36.11	\$758.25
103	4003	150	\$1,021.90	\$51.10	\$1,073.00
104	4105	95	\$647.20	\$32.36	\$679.57
105	4106	144	\$981.03	\$49.05	\$1,030.08
106	4101	84	\$572.27	\$28.61	\$600.88
107	4102	106	\$722.14	\$36.11	\$758.25
108	4103	150	\$1,021.90	\$51.10	\$1,073.00
109	4205	95	\$647.20	\$32.36	\$679.57
110	4206	144	\$981.03	\$49.05	\$1,030.08
111	4201	83	\$565.45	\$28.27	\$593.73
112	4202	106	\$722.14	\$36.11	\$758.25





# The Residences at Trump International Hotel and Tower Vancouver Strata Fee Schedule

Strata Lot	Unit Number	Unit Entitlement	Monthly Operating Contribution	Monthly Contingency Reserve (CRF) Contribution	TOTAL MONTHLY STRATA FEE
113	4203	149	\$1,015.09	\$50.75	\$1,065.84
114	4305	95	\$647.20	\$32.36	\$679.57
115	4306	144	\$981.03	\$49.05	\$1,030.08
116	4301	83	\$565.45	\$28.27	\$593.73
117	4302	106	\$722.14	\$36.11	\$758.25
118	4303	149	\$1,015.09	\$50.75	\$1,065.84
119	4505	95	\$647.20	\$32.36	\$679.57
120	4506	144	\$981.03	\$49.05	\$1,030.08
121	4501	83	\$565.45	\$28.27	\$593.73
122	4502	107	\$728.96	\$36.45	\$765.41
123	4503	149	\$1,015.09	\$50.75	\$1,065.84
124	4605	95	\$647.20	\$32.36	\$679.57
125	4606	145	\$987.84	\$49.39	\$1,037.23
126	4601	82	\$558.64	\$27.93	\$586.57
127	4602	107	\$728.96	\$36.45	\$765.41
128	4603	149	\$1,015.09	\$50.75	\$1,065.84
129	4705	95	\$647.20	\$32.36	\$679.57
130	4706	145	\$987.84	\$49.39	\$1,037.23
131	4701	82	\$558.64	\$27.93	\$586.57
132	4702	107	\$728.96	\$36.45	\$765.41
133	4703	148	\$1,008.28	\$50.41	\$1,058.69
134	4805	96	\$654.02	\$32.70	\$686.72
135	4806	145	\$987.84	\$49.39	\$1,037.23
136	4801	82	\$558.64	\$27.93	\$586.57
137	4802	107	\$728.96	\$36.45	\$765.41
138	4803	148	\$1,008.28	\$50.41	\$1,058.69
139	4905	96	\$654.02	\$32.70	\$686.72
140	4906	145	\$987.84	\$49.39	\$1,037.23
141 142	4901	81	\$551.83	\$27.59	\$579.42
142	4902 4903	108 148	\$735.77	\$36.79	\$772.56
143	5005	96	\$1,008.28	\$50.41	\$1,058.69
145	5005	145	\$654.02 \$987.84	\$32.70	\$686.72
143	5001	81	\$551.83	\$49.39 \$27.59	\$1,037.23
147	5002	108	\$735.77	\$36.79	\$579.42
148	5002	148	\$1,008.28	\$50.41	\$772.56
149	5105	96	\$654.02	\$30.41	\$1,058.69
150	5105	145	\$987.84	\$49.39	\$686.72
151	5100	81	\$551.83	\$27.59	\$1,037.23
152	5102	108	\$735.77	\$36.79	\$579.42 \$772.56
153	5102	148	\$1,008.28	\$50.41	\$1,058.69
154	5205	96	\$654.02	\$32.70	\$686.72
155	5206	145	\$987.84	\$49.39	\$1,037.23
156	5201	81	\$551.83	\$27.59	\$579.42
157	5202	108	\$735.77	\$36.79	\$772.56
158	5203	147	\$1,001.46	\$50.07	\$1,051.54
159	5305	97	\$660.83	\$33.04	\$693.87
160	5306	145	\$987.84	\$49.39	\$1,037.23
161	5301	81	\$551.83	\$27.59	\$579.42
162	5302	109	\$742.58	\$37.13	\$779.71
163	5303	147	\$1,001.46	\$50.07	\$1,051.54
164	5505	97	\$660.83	\$33.04	\$693.87
165	5506	145	\$987.84	\$49.39	\$1,037.23
166	5501	80	\$545.01	\$27.25	\$572.27
167	5502	109	\$742.58	\$37.13	\$779.71
168	5503	147	\$1,001.46	\$50.07	\$1,051.54
169	5605	97	\$660.83	\$33.04	\$693.87
170	5606	145	\$987.84	\$49.39	\$1,037.23





#### The Residences at Trump International Hotel and Tower Vancouver Strata Fee Schedule

Strata Lot	Unit Number	Unit Entitlement	Monthly Operating Contribution	Monthly Contingency Reserve (CRF) Contribution	TOTAL MONTHLY STRATA FEE
171	5601	80	\$545.01	\$27.25	\$572.27
172	5602	109	\$742.58	\$37.13	\$779.71
173	5603	146	\$994.65	\$49.73	\$1,044.38
174	5705	97	\$660.83	\$33.04	\$693.87
175	5706	145	\$987.84	\$49.39	\$1,037.23
176	5701	80	\$545.01	\$27.25	\$572.27
177	5702	109	\$742.58	\$37.13	\$779.71
178	5703	146	\$994.65	\$49.73	\$1,044.38
179	5805	98	\$667.64	\$33.38	\$701.03
180	5806	145	\$987.84	\$49.39	\$1,037.23
181	5801	80	\$545.01	\$27.25	\$572.27
182	5802	110	\$749.40	\$37.47	\$786.87
183	5803	146	\$994.65	\$49.73	\$1,044.38
184	5905	196	\$1,335.29	\$66.76	\$1,402.05
185	5901	79	\$538.20	\$26.91	\$565.11
186	5902	110	\$749.40	\$37.47	\$786.87
187	5903	193	\$1,314.85	\$65.74	\$1,380.59
188	6005	196	\$1,335.29	\$66.76	\$1,402.05
189	6001	79	\$538.20	\$26.91	\$565.11
190	6002	110	\$749.40	\$37.47	\$786.87
191	6003	193	\$1,314.85	\$65.74	\$1,380.59
192	6105	196	\$1,335.29	\$66.76	\$1,402.05
193	6101	79	\$538.20	\$26.91	\$565.11
194	6102	110	\$749.40	\$37.47	\$786.87
195	6103	193	\$1,314.85	\$65.74	\$1,380.59
196	6205	196	\$1,335.29	\$66.76	\$1,402.05
197	6201	79	\$538.20	\$26.91	\$565.11
198	6202	303	\$2,064.24	\$103.21	\$2,167.46
199	6305	196	\$1,335.29	\$66.76	\$1,402.05
200	6301	79	\$538.20	\$26.91	\$565.11
201	6302	111	\$756.21	\$37.81	\$794.02
202	6303	192	\$1,308.04	\$65.40	\$1,373.44
203	6505	196	\$1,335.29	\$66.76	\$1,402.05
203	6501	79	\$538.20	\$26.91	\$565.11
205	6502	111	\$756.21	\$37.81	\$794.02
206	6503	192	\$1,308.04	\$65.40	\$1,373.44
207	6605	196	\$1,335.29	\$66.76	\$1,402.05
208	6601	78	\$531.39	\$26.57	\$557.96
208	6602	111	\$756.21	\$37.81	\$794.02
210	6603	192	\$1,308.04	\$65.40	\$1,373.44
210	6705	196	\$1,335.29	\$66.76	\$1,402.05
212	6701	78	\$531.39	\$26.57	\$557.96
212	6702	111	\$756.21	\$37.81	\$337.96 \$794.02
213	6703	191	\$1,301.22	\$65.06	\$1,366.28
214	PH3	407	· · · · · · · · · · · · · · · · · · ·		
215	PH3 PH1	347	\$2,772.76 \$2,364.00	\$138.64	\$2,911.40
		435	\$2,364.00	\$118.20	\$2,482.20
217	PH2	433	\$2,905.52	\$148.18	\$3,111.69
	Total	24,017	\$163,620.23	\$8,181.01	\$171,801.24





#### **EXHIBIT D**

# PROPOSED SCHEDULE OF UNIT ENTITLEMENT

See attached.

{212281-453214-00153361;3}

# FORM V

# Strata Property Act

[am. B.C. Reg. 203/2003, s. 5.]

# SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re:	upon	regist	, being a strata plan of an airspace parcel to be formed ration of an airspace subdivision plan in respect of Parcel Identifier: 018-658-Block 17, District Lot 185, Plan LMP14977
STRA	TA PL	AN CC	DNSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS
			It for each residential strata lot is one of the following [check appropriate he following table:
	$\boxtimes$	(a)	the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the <i>Strata Property Act</i> .
			Certificate of British Columbia Land Surveyor
			I, Christopher S Cryderman, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.
			Date:July 2 <sup>nd</sup> , 2014 [month, day, year].
			Signature
OR			
		(b)	a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the Strata Property Act.
OR			
		(c)	a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the Strata Property Act.
			Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in Sq. Metres	Unit Entitlement	%* of Total Unit Entitlement**
1	19	105.6	106	0.44%
2	19	56.2	56	0.23%
3	19	65.0	65	0.27%
4	19	99.8	100	0.42%
5	20	58.6	59	0.25%
6	20	108.1	108	0.45%
7	20	55.8	56	0.23%
8	20	64.8	65	0.27%
9	20	103.7	104	0.43%
10	20	62.8	63	0.26%
11	20	120.3	120	0.50%
12	21	59.0	59	0.25%
13	21	108.3	108	0.45%
14	21	55.8	56	0.23%
15	21	64.6	65	0.27%
16	21	104.0	104	0.43%
17	21	62.4	62	0.26%
18	21	120.5	121	0.50%
19	22	58.8	59	0.25%
20	22	108.5	109	0.45%
21	22	55.7	56	0.23%
22	22	64.3	64	0.27%
23	22	104.4	104	0.43%
24	22	62.1	62	0.26%
25	22	120.9	121	0.50%
26	23	58.5	59	0.25%
27	23	108.7	109	0.45%
28	23	55.7	56	0.23%
29	23	64.2	64	0.27%
30	23	104.5	105	0.44%
31	23	61.7	62	0.26%
32	23	121.2	121	0.50%
33	24	58.4	58	0.24%
34	24	108.9	109	0.45%
35	24	55.6	56	0.23%
36	24	64.0	64	0.27%
37	24	104.7	105	0.44%
38	24	61.4	61	0.25%
39	24	121.5	122	0.51%
40	25	58.1	58	0.24%
41	25	109.1	109	0.45%
42	25	55.6	56	0.23%
43	25	62.2	62	0.26%
44	25	106.6	107	0.45%
45	25	61.1	61	0.25%
46	25	121.9	122	0.51%
47	26	58.0	58	0.24%
48	26	109.2	109	0.45%
49	26	55.6	56	0.23%
50	26	61.8	62	0.26%
51	26	107.0	107	0.45%
52	26	60.8	61	0.25%
53	26	122.2	122	0.51%

54	27	57.8	58	0.24%
55	27	109.3	109	0.45%
56	27	55.6	56	0.23%
57	27	61.4	61	0.25%
58	27	107.4	107	0.45%
59	27	60.6	61	0.25%
60	27	122.4	122	0.51%
61	28	57.7	58	0.24%
62	28	109.4	109	0.45%
63	28	55.6	56	0.23%
64	28	61.1	61	0.25%
65	28	107.8	108	0.45%
				0.25%
66 67	28	60.3	60	
	28	122.7	123	0.51%
68	29	57.5	58	0.24%
69	29	109.5	110	0.46%
70	29	55.6	56	0.23%
71	29	60.7	61	0.25%
72	29	108.2	108	0.45%
73	29	60.0	60	0.25%
74	29	123.0	123	0.51%
75	30	57.4	57	0.24%
76	30	109.6	110	0.46%
77	30	55.7	56	0.23%
78	30	60.3	60	0.25%
79	30	108.6	109	0.45%
80	30	59.8	60	0.25%
81	30	123.2	123	0.51%
82	31	57.3	57	0.24%
83	31	109.7	110	0.46%
84	31	55.7	56	0.23%
85	31	60.0	60	0.25%
86	31	109.0	109	0.45%
87	31	59.5	60	0.25%
88	31	123.4	123	0.51%
89	32	94.5	95	0.40%
90	32	143.8	144	0.60%
91	32	83.7	84	0.35%
92	32	105.4	105	0.44%
93	32	150.1	150	0.62%
94	33	94.6	95	0.40%
95	33	143.9	144	0.60%
96	33	83.3	83	0.35%
96	33	105.8	106	0.44%
98	33	149.9	150	0.62%
98	33	94.6	95	0.40%
100	34	144.0	144	
				0.60%
101	34	82.9	83	0.35%
102	34	106.1	106	0.44%
103	34	149.8	150	0.62%
104	35	94.7	95	0.40%
105	35	144.1	144	0.60%
106	35	83.5	84	0.35%
107	35	105.5	106	0.44%
108	35	149.6	150	0.62%
109	36	94.8	95	0.40%

110	36	144.3	144	0.60%
111	36	83.2	83	0.35%
112	36	106.1	106	0.44%
113	36	149.1	149	0.62%
114	37	94.9	95	0.40%
115	37	144.4	144	0.60%
116	37	82.8	83	0.35%
117	37	106.4	106	0.44%
118	37	149.0	149	0.62%
119	38	95.0	95	0.40%
120	38	144.4	144	0.60%
121	38	82.5	83	0.35%
122	38	106.6	107	0.45%
123	38	148.8	149	0.62%
124	39	95.2	95	0.40%
125	39	144.5	145	0.60%
126	39	82.2	82	0.34%
127	39	106.9	107	0.45%
128	39	148.6	149	0.62%
129	40	95.3	95	0.40%
130	40	144.6	145	0.60%
131	40	82.0	82	0.34%
132	40	107.1	107	0.45%
133	40	148.4	148	0.62%
134	41	95.5	96	0.40%
135	41	144.7	145	0.60%
136	41	81.7	82	0.34%
137	41	107.3	107	0.45%
138	41	148.2	148	0.62%
139	42	95.7	96	0.40%
140	42	144.7	145	0.60%
141	42	81.4	81	0.34%
142	42	107.6	108	0.45%
143	42	148.0	148	0.62%
144	43	95.9	96	0.40%
145	43	144.8	145	0.60%
146	43	81.2	81	0.34%
147	43	107.8	108	0.45%
148	43	147.8	148	0.62%
149	44	96.1	96	0.40%
150	44	144.8	145	0.60%
151	44	80.9	81	0.34%
152	44	107.9	108	0.45%
153	44	147.6	148	0.62%
154	45	96.3	96	0.40%
155	45	144.9	145	0.60%
156	45	80.7	81	0.34%
157	45	108.4	108	0.45%
158	45	147.1	147	0.61%
159	46	96.5	97	0.40%
160	46	144.9	145	0.60%
161	46	80.5	81	0.34%
162	46	108.6	109	0.45%
163	46	146.8	147	0.61%
164	47	96.8	97	0.40%
165	47	144.9	145	0.60%

Total Strata		Total Unit	24017	100.00%
217	59,60	435.2	435	1.81%
216	59,60	347.2	347	1.44%
215	59,60	406.7	407	1.69%
214	58	190.8	191	0.80%
213	58	111.0	111	0.46%
212	58	78.3	78	0.32%
211	58	196.4	196	0.82%
210	57	192.0	192	0.80%
209	57	110.9	111	0.46%
208	57	78.4	78	0.32%
207	57	196.3	196	0.82%
206	56	192.1	192	0.80%
205	56	110.7	111	0.46%
204	56	78.5	79	0.33%
203	56	196.2	196	0.82%
202	55	192.3	192	0.80%
201	55	110.6	111	0.46%
200	55	78.6	79	0.33%
199	55	196.1	196	0.82%
198	54	302.8	303	1.26%
197	54	78.7	79	0.33%
196	54	196.0	196	0.82%
195	53	192.5	193	0.80%
194	53	110.2	110	0.46%
193	53	78.9	79	0.33%
192	53	195.9	196	0.82%
191	52	192.6	193	0.80%
190	52	110.0	110	0.46%
189	52	79.1	79	0.33%
188	52	195.8	196	0.82%
187	51	192.7	193	0.80%
186	51	109.8	110	0.46%
185	51	79.3	79	0.33%
184	51	195.7	196	0.82%
183	50	145.6	146	0.61%
182	50	109.5	110	0.46%
181	50	79.8	80	0.33%
180	50	145.0	145	0.60%
179	50	97.7	98	0.41%
178	49	145.9	146	0.61%
177	49	109.3	109	0.45%
176	49	79.9	80	0.33%
175	49	145	145	0.60%
174	49	97.4	97	0.40%
173	48	146.2	146	0.61%
172	48	109.1	109	0.45%
171	48	80.1	80	0.33%
170	48	144.9	145	0.60%
169	48	97.1	97	0.40%
168	47	146.6	147	0.61%
167	47	108.9	109	0.45%
100	T		80	0.33%

*	expression of percentage is for informational purposes only and has no legal effect not required for a phase of a phased strata plan
Da	te:, 201
WE	EST GEORGIA HOLDINGS INC.
By:	

Authorized Signatory
Print Name:

# **EXHIBIT F**

# FORM J - RENTAL DISCLOSURE STATEMENT

See attached.

{212281-453214-00153361;3}

### Strata Property Act

#### FORM J

#### RENTAL DISCLOSURE STATEMENT

[am. B.C. Reg 312/2009, s.8]

(Section 139)

Re:	Strata Plan	, being a proposed strata j	plan of an airspace parcel to be formed upon the	
	registration of an air	space subdivision plan in the I	New Westminster Land Title Office in respect of	
	those certain lands a	nd premises located in Vancou	ver, British Columbia and legally described as	
	follows:	•	, , , , , , , , , , , , , , , , , , , ,	
	Parcel Ident	ifier: 018-658-628		
	Lot F			
	Block 17			
	District Lot	185		
	Plan LMP14		·	
This	Rental Disclosure State	ment is:		
	the first Rental Disclosure Statement filed in relation to the above-noted strata plan			
Ø	a changed Rental Disc original Rental filed in	losure Statement filed under searclation to the above-noted statement	ection 139(4) of the Strata Property Act, and the rata plan was filed on October 22, 2013.	
1.	The development de	scribed above includes 217 res	idential strata lots.	
2.	The residential strate this statement and the opposite its description	e owner developer intends to re	d out by the owner developer as of the date of ent out each strata lot until the date set out	
	Description of Strat	a Lot	Date Rental Period Expires*	
	Nil		N/A	

\* 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.

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 217 residential strata lots, as described below, until the date set out opposite each strata lot's description.

Description of Strata Lot	Date Rental Period Expires*
Strata Lots 1 to 217	December 31, 2112

- \* 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.
- 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.

Date: July 15, 2014

**WEST GEORGIA HOLDINGS INC.**, by its authorized signatory:

By:

Name:

#### **Restrictions on Leasing**

- 33. (1) No person shall be permitted to rent out, lease, sublease, license, sublicense or otherwise grant occupancy rights to any strata lot (in this Division 8, each, a "Strata Lot" and collectively the "Strata Lots") in exchange for monetary consideration for periods of less than three months, without Licensor's written approval, in its sole discretion.
  - (2) Each owner of a Strata Lot will take such reasonable measures in connection with assessing and approving potential tenants of such owner's Strata Lot as would a prudent owner of luxury residential real estate, and will cause any tenant of such owner's Strata Lot to (i) comply with the bylaws of the strata corporation and any rules passed by the strata corporation and (ii) not use the Strata Lot for any illegal purposes.

### **EXHIBIT G**

## FORM OF CONTRACT OF PURCHASE AND SALE

See attached.

 $\{212281\text{-}453214\text{-}00153361;3\}$ 





S.L. No Uni	it No
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# THE RESIDENCES AT TRUMP INTERNATIONAL HOTEL & TOWER® VANCOUVER

VANCOUVER

#### **CONTRACT OF PURCHASE AND SALE**

"Ve	ndo	,,,,
ve	nao	•

vendor	WEST GEORGIA DEVELOPMENT LIMITED PARTN 10 – 698 Seymour Street Vancouver, BC V6B 3K6	ERSHIP	
"Purchaser"			
	Tal: /UV:	T-1 (11)	
	Tel: (H): Tel: (W):	Tel: (H):	
	Tal: (C):	Tel: (W): Tel: (C):	
	Fay:	Fax:	
	E-mail:	E-mail:	
"Strata Lot"	Proposed Strata Lot (Unit No) in Vancouver (the "Development") to be constructed with (the "Lands") located in Vancouver, British Columbia Block 17 District Lot 185 Plan LMP14977.	thin an airspace parcel to be su	phdivided out from the lands
"Purchase Pr	ice" \$ The Purchase Price is exclusive of GST, HST or any transition tax (as defined in section 11 of Schedule A	/ \/\).	
set forth hereir section 22 of S	r. The Purchaser hereby offers to purchase the Strata Lot from subject to the encumbrances (the "Permitted Encumbrances (schedule A). The Purchaser acknowledges that he/she is er construction.	ces") referred to in the Disclosur	e Statement (as defined in
Solicitors") in	osit. The Purchaser will pay deposits to Terra Law Corpora trust to be held by them as trustee in accordance with the (British Columbia) ("REDMA") as follows:	ation, (the <b>"Vendor's</b> Real Estate Development	
a.	a deposit (the " <b>First Deposit</b> ") of 10% of the Purchase Pric the delivery of the Purchaser's offer to purchase the Strata	ce, payable concurrently with Lot to the Vendor;	\$
	a further deposit (the " <b>Second Deposit</b> ") of an additional 1 payable on or before the date that is six (6) months after th defined below); and	0% of the Purchase Price e Acceptance Date (as	\$
1	a further deposit (the " <b>Third Deposit</b> ") of an additional payable on or before the date that is one hundred and eigh on which the Second Deposit is due (as determined in acco hereof).	ty (180) days after the date	\$
he First Depo	osit, the Second Deposit and the Third Deposit are collective	ely referred to as the " <b>Deposit</b> "	·
			INITIALS

INITIALS			
Purchaser	Purchaser	Vendor	



3.L. No.	 Unit No.	

The Purchaser will pay the balance of the Purchase Price, subject to adjustments described herein, on the Completion Date (as hereinafter defined). Deposit payments will be made by certified cheque, money order or bank draft (or, subject to receiving the prior approval of the Vendor, in its sole discretion, by China UnionPay or another electronic direct payment system approved by the Vendor) and may not be made by cash or credit card. Any interest earned on the Deposit will be for the account of the Vendor.

venac	or.							
1.03	Includ	led Items. The Purchase	Price inclu	des the following items unless ot	herwise noted	in the Disclo	sure State	ement:
	[a] [b] [c]	Refrigerator Microwave Hood fan	[d] [e] [f]	Gas cooktop/electric oven Dishwasher Washer and dryer	[g]	Garburator		
Disclo Vendo	sure State or may sub	ement. Fixtures and featu estitute materials of reaso	ires as repre nably simila	I in Addendum 1 (if any) attached esented in the Disclosure Statem r quality. Presentation Centre / I urnishings are not included in the	nent will also be Display Suite d	e included, p lecorator fea	rovided tha	at the
1.04	Parkir	ng Stalls and Bicycle Lo	ckers.				INITIALS	
in the Disclo locker may va otherw	Developm sure State (s) in its so ary in size vise specif	ement. The Vendor reser- ole discretion without con , shape and convenience	ker(s) to be a ves the right sultation wit of location, any addenda	pa allocated in the manner describe t to locate the parking stall(s) and h the Purchaser. The parking st and may be partially obstructed a attached hereto, any parking st	d bicycle alls and bicycle by equipment	and other fa	cilities. Ur	nless
1.05	Comp	letion, Possession and	Adjustmen	t Dates. See Schedule A attach	ed hereto.			
	sure State	ment and has been giver	n a reasonal	rchaser acknowledges that the fole opportunity to read the Discloitute a receipt in respect thereof.	sure Statemer	nt and the	opy of the	
Staten the inf	nent relate	es to a development prope n section 7.2 of the Disclo	erty that is n	not yet completed, and the Purchanent regarding this Contract has	aser acknowle	dges that	Purchaser	Purchaser
	tial Disclos	sure Statement (as define	d in section	ent and Amendments. To the e 22 of Schedule A) or a copy of a	any or all of the	•	•	•
withou	t limitation	n, by e-mail, the Purchase	r hereby co	) to the Purchaser by electronic name to such delivery by electronic to such delivery by electronic to the control of the cont	onic means. T	he	INII	IALS
				Developer may, in its discretion, espect of the Disclosure Stateme			Purchaser	Purchase
gives t	he Vendo		nail address	nail to the e-mail address set out s for the Purchaser, to such upda s.				
<b>1.07</b> orochu				Purchaser acknowledge having roon entitled "Working with a Realt				ıt:
	he Vendo and	r has an agency relations	hip with Ma	gnum Projects Ltd. and		[name	e of licensee	<i>].</i> ;
b.	the P	urchaser has an agency	relationship	with [name of licensee]; OR	<u> </u>	[name	e of brokerag	ge]
		urchaser confirms that he erself/itself in this transac		not retained any agent or brokera	age and is repr	esenting		

INITIALS			
Purchaser	Purchaser	Vendor	





1.08 Acceptance. This offer will be open for acceptance on presendand, upon acceptance by the Vendor signing a copy of this offer, there is "Contract") in respect of the Strata Lot for the Purchase Price, on the te	will be a binding agreement of sale and purchase (the
THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDUL CAREFULLY BEFORE YOU SIGN.	LE A ARE PART OF THIS CONTRACT. READ THEM
THE PURCHASER HAS EXECUTED THIS CONTRACT THIS	DAY OF, 201
WITNESS: PURCHASER(S	):
/ENDOR'S ACCEPTANCE: The Vendor hereby accepts the Purchase, 201 (the "Acceptance Date").	er's offer to purchase contained herein this day of
	WEST GEORGIA DEVELOPMENT LIMITED PARTNERSHIP, by its general partner, WEST GEORGIA GP LTD.
	Per: (Authorized Signatory)

S.L. No. \_\_\_\_ Unit No. \_\_\_

INITIALS

Purchaser Purchaser Vendor

S.L. No.	Unit No.	

#### SCHEDULE A

- Completion Date. The Purchaser will pay the balance of the Purchase Price, as adjusted in accordance with this 1. Contract, by way of a SOLICITOR'S CERTIFIED TRUST CHEQUE or BANK DRAFT by NO LATER THAN 2:00 p.m. on the completion date (the "Completion Date"), which will be the date identified by written notice given by the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's solicitors/notary (the "Purchaser's Solicitors") as a date on which the Strata Lot is or will be ready to be occupied, provided the Vendor or the Vendor's Solicitors will give not less than 14 days' notice thereof. Whether the Strata Lot is ready to be occupied refers to the Strata Lot and not any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if (i) the City of Vancouver (the "City") has given permission to occupy the Strata Lot, whether such permission is temporary, conditional or final and (ii) the applicable land title office (the "LTO") has issued a separate title for the Strata Lot. If the Completion Date is a Saturday, Sunday, statutory holiday or a day upon which the LTO is not open for business, the Completion Date will be the immediate following day on which the LTO is open for business. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitors may be based on the Vendor's estimate as to when the Strata Lot will be ready to be occupied. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Vendor may delay the Completion Date from time to time as required, by written notice of such delay to the Purchaser or the Purchaser's Solicitors. If the Completion Date has not occurred by March 30, 2017 (the "Outside Date"), this Contract will terminate on the Outside Date, the Deposit will be returned to the Purchaser and the parties will be released from all of their obligations hereunder, provided that:
  - (a) if the Vendor is delayed from completing construction of the Strata Lot as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and
  - (b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any extension pursuant to subsection 1(a) and whether or not any delay described in subsection 1(a) has occurred, elect to extend the Outside Date for up to 120 days.

The Purchaser acknowledges that the estimated date for completion of construction set out in the Disclosure Statement has been provided by the Vendor as a matter of convenience only, is not meant to be legally binding upon the Vendor and that the actual Completion Date will be established in the manner set out above.

2. Conveyance. The Purchaser will cause the Purchaser's Solicitors to prepare and deliver to the Vendor's Solicitors at least five days prior to the Completion Date a statement of adjustments and a Freehold Transfer (the "Transfer") for the Strata Lot. The Vendor will execute and deliver, or cause to be executed, the Transfer and the statement of adjustments to the Purchaser's Solicitors on or before the Completion Date, together with the documentation relating to any parking stall(s), bicycle locker(s) and storage locker(s), if and as applicable, included in the Purchase Price (which will be prepared by the Vendor's Solicitors) on the condition that, forthwith upon the Purchaser's Solicitors obtaining a post registration index search from the LTO indicating that, in the ordinary course of LTO procedure, the Purchaser will become the registered owner of the Strata Lot (subject only to the Permitted Encumbrances, and charges for which the Purchaser is responsible), the Purchaser will cause payment of the adjusted balance of the Purchase Price due on the Completion Date to be made by the Purchaser's Solicitors to the Vendor's Solicitors. The transfer of the Strata Lot will also be subject to the Vendor's financing arranged in connection with the Development or any builders' lien claims provided that the Vendor's Solicitors undertake to clear title to the Strata Lot of all encumbrances related to such financing and such builders' liens claims within a reasonable period of time after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's financing may remain as a charge against the common property of the Development until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the Transfer and new mortgage documents have been lodged for registration in the LTO, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; and (b) fulfilled all the new mortgage's conditions for funding except lodging the mortgage for registration; and (c) made available to the Vendor a solicitor's or notary's undertaking to pay the Purchase Price upon

INITIALS		
Purchaser	Purchaser	Vendor



S.L. No.	Unit No.	

the lodging of the Transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

- 3. Deposit. The Deposit will be dealt with as follows:
  - (a) The Vendor and the Purchaser agree 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 Vendor will suffer as a result of the Purchaser's failure to pay any portion of the Deposit when required hereunder or failure to complete the purchase of the Strata Lot in default of its obligations hereunder. If the Purchaser fails to pay any portion of the Deposit when required hereunder or fails to complete the purchase of the Strata Lot in default of his or her obligations hereunder, then subject to Section 6(b) of this Schedule A, the Vendor may elect to terminate this Contract and, in such event, the portion of the Deposit that has been paid together with interest thereon will be absolutely forfeited to the Vendor as liquidated damages, without prejudice to any other remedy which the Vendor may have in respect of the Purchaser's default including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages.
  - (b) If the Vendor fails to complete the sale of the Strata Lot, then the Deposit paid will be paid to the Purchaser as the Purchaser's sole remedy and the Purchaser will have no further claims against the Vendor.

The Purchaser acknowledges that any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution. The Purchaser acknowledges that the Vendor may appoint replacement solicitors for the Vendor's Solicitors and/or cause the Deposit paid and subsequent payments on account of the Deposit to be transferred to the trust account of such replacement solicitors or another trustee (as defined in REDMA), in either case upon written notice to the Purchaser.

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) will be released to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Contract will be deemed to have been amended accordingly.

4. Possession, Risk and Adjustment. The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the strata corporation (the "Strata Corporation") of which the Strata Lot forms a part, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot, including an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the Strata Corporation, will be made as of the Completion Date. The Strata Lot will be at the risk of the Vendor to and including the day preceding the Completion Date, and thereafter at the risk of the Purchaser. So 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 on the day following the Completion Date (the "Possession Date").

The Purchaser is responsible for all utility charges as of the Possession Date and must ensure they notify the necessary utility companies to have the utilities transferred into their name on the Possession Date. In the event the Purchaser does not transfer the utilities into their name as of the Possession Date, any charges to the Vendor that should be the Purchaser's responsibility will be paid to the Vendor in full within five Business Days (as defined in Section 26 of this Schedule A) after notification. If said amount is not paid within the five Business Day period a \$50.00 charge will be applied to the outstanding amount.

5. Builders' Lien Holdback. That portion, if any, of the balance of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "Lien Holdback") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held in trust for the Purchaser 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 LTO in connection with work done at the behest 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 (or as directed by the Vendor), on the earlier of (i) the date on which the time for filing a claim of lien under the Builders Lien Act expires; and (ii) the date which is 55 days after the date that the balance of the Purchase Price becomes due as aforesaid, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claim filed against the Strata Lot of which the Purchaser or the Purchaser's Solicitors notify the Vendor's Solicitors in writing by 1:00 p.m. on that day. The

INITIALS		
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Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the sole expense of the Vendor.

- **Time is 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 hereunder are paid by the Purchaser when due, then the Vendor may, at its option:
  - (a) terminate this Contract by written notice to the Purchaser and, in such event, the portion of the Deposit that has been paid and all interest accrued thereon will be absolutely forfeited to the Vendor 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 Vendor 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 herein, or any other amounts payable hereunder, without prejudice to the Vendor's other remedies including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages and, subject to provisions of REDMA, the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon written demand therefor by the Vendor; or
  - (b) elect to extend the date for payment or the Completion Date, as applicable, to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right, in its sole discretion, to grant further extensions to a certain date each time, which extension(s) may be subject to such terms and conditions as the Vendor may determine in its sole discretion.

The Vendor may cancel this Contract pursuant to subsection 6(a) of this Schedule A or grant one or more further extensions pursuant to subsection 6(b) of this Schedule A, at any time after extending the date for payment or the Completion Date, as the case may be, pursuant to subsection 6(b) of this Schedule A, if the Purchaser fails to make such payment or complete the purchase of the Strata Lot, as the case may be, in accordance with this Contract on or before such extended date.

7. Entire Contract/Representations. The Purchaser acknowledges and agrees that this Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, including, without limitation, arising out of any sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for his or her viewing, other than those contained herein and in the Disclosure Statement. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

#### 8. Construction.

The Vendor will cause the Strata Lot to be constructed and completed in a good and workmanlike manner (a) substantially in accordance with the plans and specifications (the "Plans and Specifications") for the Development prepared by DYS Architecture and Musson Cattell Mackey Partnership (together, the "Architect") subject to any changes required by the City. The Vendor may make alterations to the features, design and layout of the Strata Lot which are desirable in the reasonable discretion of the Vendor and may use materials other than as prescribed in the Plans and Specifications if they are reasonably similar to what is prescribed. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The Purchaser is aware that the preliminary strata plan (the "Preliminary Plan") for the Development, a copy of which is attached to the Disclosure Statement as Exhibit A, is based on architectural drawings and measurements. The actual size, dimensions and/or configuration of the Strata Lot including any balcony, patio, deck, or rooftop deck or garden as set forth in the final strata plan for the Development may vary from what is depicted on the Preliminary Plan. The areas and dimensions of the strata lots (including the Strata Lot) in the Development set out in the marketing materials referred to in section 7 of this Schedule A, including balconies, patios, decks, and rooftop decks and gardens, are approximate, based on architectural drawings

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and provided for reference purposes only, and are not represented as being the actual final areas and dimensions.

- (b) The Vendor represents and warrants that the actual area of the final surveyed Strata Lot (the "Actual Area") will not be more than 3% larger or smaller than the proposed area of the Strata Lot as shown on the Preliminary Plan (the "Proposed Area") after adjusting either the Actual Area or the Proposed Area such that each area is based on the same measurement methodology. If the Actual Area is more than 3% larger or smaller than the Proposed Area, as so adjusted, if necessary, then the Purchase Price will be increased or reduced, as the case may be, by the number of percent (rounded off to the second decimal place) by which the Actual Area is more than 3% larger or smaller than the Proposed Area, as so adjusted, if necessary. For example, if the Actual Area is 3.5% smaller than the Proposed Area, then the Purchase Price will be reduced by 0.5%. The Purchaser acknowledges and agrees that it will not be entitled to any further remedy or compensation whatsoever in the event that the Actual Area differs from the Proposed Area.
- (c) The Purchaser acknowledges that the Development will include service facilities and equipment required 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, in the adjacent hotel facilities, or as required by the City 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.
- (d) Due to the natural variation of colour and texture in the wood, stone, granite, and dye lots of the tile, carpet 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 the wood, granite, tile, stone, carpet and other components of the Strata Lot may differ from the colour, grain, vein, pattern, size, stain resistance 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 any such variations will not in any event be considered or deemed to be deficiencies in the Strata Lot.
- 9. Purchaser Acknowledgements. The Purchaser acknowledges and agrees that:
  - (a) the municipal address of the Development, the suite and strata lot number assigned to the Strata Lot and the number assigned to the floor in the Development on which the Strata Lot is located are subject to change as determined by the Vendor or the City;
  - the Development will be located in and part of a mixed-use building and will include a commercial component, currently intended to be a luxury, full-service hotel (the "Hotel") that will or may involve the emission of odours (including restaurant exhaust), noise from hospitality and entertainment facilities and uses, service and delivery vehicles and garbage storage and disposal, loading bay usage, business hours which will include operations up to 24 hour per day, commercial pedestrian and vehicular traffic, idling vehicles (including tour buses), garbage compactor operation, HVAC and other mechanical services operation and other activities associated with such commercial use. The Purchaser acknowledges and agrees that neither the owner, tenants or users of the Hotel nor the Vendor will be liable or responsible for any inconvenience, nuisance, expense, cost, injury, damage, loss or disturbance to the Development or any portion thereof or to the owners or occupants from time to time of the Development or the Strata Corporation arising from, in connection with or incidental to any disturbance described in this subsection 9(b) so that neither the owners or occupants of the Development nor the Strata Corporation will have any right of action at law or in equity against the owner, guests or occupants of the Hotel or the Vendor in respect thereof:
  - (c) the Purchaser acknowledges that, although measures will be taken based on the requirements of the City and recommendations of the City's consultants to mitigate building movement, due to the height of the Development and its location within the upper floors of the building, movement associated with tall buildings should be expected, particularly during high winds, and such movement should be expected to be more pronounced on higher floors than on lower floors;
  - (d) in the event of any discrepancy between the strata lot number and suite number set out on page 1 of this Contract, the Strata Lot is the strata lot labelled on the Preliminary Plan with the strata lot number set out on page 1 of this Contract;

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- (e) legal title to the Strata Lot is or will be held by West Georgia Holdings Inc. (the "Registered Owner") as nominee, agent and bare trustee for and on behalf of the Vendor. The Purchaser agrees, notwithstanding any provisions to the contrary herein or in the *Property Law Act* (British Columbia), to accept the Transfer and other closing documents executed by the Registered Owner in satisfaction of Section 6 of the *Property Law Act* (British Columbia); and
- (f) the Purchaser has been advised by the Vendor and confirms and agrees that the Vendor is solely responsible for the construction, marketing and sale of the Development and the Purchaser does not have any contractual relationship with or rights against:
  - (i) the Registered Owner; or
  - (ii) DT Marks Vancouver LP, Donald J. Trump, its and his members, partners, affiliates, shareholders, employees, representatives, directors, officers, successors and assigns and, to the extent not already included in the foregoing list, each of Donald J. Trump Jr., Ivanka Trump, Eric Trump and any affiliates, child or descendant (including by adoption) or current or former spouse of any of the foregoing (collectively, the "Trump Indemnified Parties" and, each, a "Trump Indemnified Party"),

or any other party or person (such relationship and all such rights being with or against the Vendor) and the Purchaser will at all times deal with the Vendor in respect of the transactions contemplated herein.

- Inspection. The Vendor warrants that on the Completion Date the Strata Lot and the common property of the 10. Development will be registered under a third party new home warranty provider. The Purchaser or his or her representative will have the right to inspect the Strata Lot with a representative of the Vendor at a reasonable time designated by the Vendor by written notice or by telephone prior to the Completion Date and a refusal or failure by the Purchaser to inspect the Strata Lot at such time will be deemed to be a waiver and forfeiture of such right in which case the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathrooms and other installations, equipment, appliances and furnishings) on the Completion Date. At the conclusion of such inspection, the Vendor will prepare a conclusive list of any defects or deficiencies (the "Deficiencies") which are to be rectified by the Vendor. The parties will sign the list and the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathrooms and other installations, equipment, appliances and furnishings) subject only to the Deficiencies. If the Purchaser does not sign the Deficiencies list the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathroom and other installations, equipment, appliances and furnishings). The Purchaser covenants and agrees to complete the purchase of the Strata Lot on the Completion Date on the terms and conditions herein contained notwithstanding that the Deficiencies may be rectified subsequent to the Completion Date. The Purchaser will not be allowed to have access to the Strata Lot except for this inspection prior to the Possession Date. No holdback will be made on closing in respect of the Deficiencies or any other deficiencies. In the event of a disagreement between the Purchaser and the Vendor as to what constitutes a defect or deficiency, or whether or not a defect or deficiency has been rectified, the decision of the Architect or any replacement therefor appointed by the Vendor will be conclusive, final and binding on the parties. Following the Completion Date, the Purchaser agrees to provide the Vendor and its representatives, contractors and agents with access to the Strata Lot at all reasonable times on 24 hours' notice from the Vendor in order for the Vendor or its representatives, contractors or agents to rectify any outstanding Deficiencies, and the Purchaser will in no manner interfere with or impede any such person while he or she is carrying out such work.
- 11. Costs. The Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot (including property transfer tax and any federal and provincial sales, goods and services, harmonized sales, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Strata Lot and the equipment and appliances included with the Strata Lot), other than the costs of the Vendor incurred in clearing title to the Strata Lot. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price does not include any applicable taxes, including goods and services tax ("GST"), harmonized sales tax ("HST") (including the provincial component of the HST) or any other federal or provincial sales, service, value added, transition or other tax that may be applicable to the sale of the Strata Lot hereunder whether levied against the Purchaser or the Vendor, all of which will be payable by the Purchaser on the Completion Date in addition to the Purchase Price.

The parties acknowledge that HST was eliminated and the B.C. provincial sales tax ("PST") and the GST system was re-implemented, effective April 1, 2013. The parties wish to clarify their respective rights and obligations in respect of the provincial component of the HST, the GST, the PST and transition tax (as defined in subsection 11(a)) that may be applicable to any amounts payable under this Contract, including the Purchase Price of the Strata Lot. Accordingly, in

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accordance with the Ministry of Finance Tax Information Notice issued February 17, 2012, the Vendor hereby discloses, and the parties acknowledge and agree, that:

- (a) the Purchase Price is exclusive of any transition tax that may be imposed by the B.C. provincial government on sales of newly constructed housing that is not subject to the HST (but is subject to the GST) (the "transition tax") and is also exclusive of any associated B.C. transition rebate that may apply;
- (b) the Purchase Price is exclusive of the 7% provincial component of the HST and the B.C. new housing rebate, if applicable;
- (c) the Purchase Price is exclusive of the 5% GST or the 5% federal component of the HST, as the case may be, and is also exclusive of the federal new housing rebate;
- (d) the Purchaser will pay to the Vendor on the Completion Date all applicable HST (made up of the 7% provincial component of the HST and the 5% federal component of the HST) or the GST, transition tax and/or the PST payable by the Purchaser in connection with the purchase and sale of the Strata Lot and the equipment and appliances included with the Strata Lot;
- (e) the Purchaser will be solely responsible for applying to the appropriate governmental authorities in order to obtain any applicable federal or provincial new housing rebate; and
- (f) if ownership <u>and</u> possession of a newly constructed or substantially renovated home is transferred on or after April 1, 2013:
  - the 7% provincial component of the HST and the B.C. new housing rebate for primary residences will generally no longer apply;
  - (ii) a B.C. transition tax of 2% may become payable by the Purchaser; and
  - (iii) the builder [Vendor] may become eligible for an associated B.C. transition rebate.

Additionally, in accordance with section 30(2) of the *New Housing Transition Tax and Rebate Act* (British Columbia) (the "**Act**") and the *New Housing Transition Tax and Rebate Regulation* (British Columbia), the Vendor acknowledges, confirms and gives notice to the Purchaser as follows:

- (g) the value of the consideration for the sale determined under section 13 of the Act is the Purchase Price;
- (h) the Purchase Price does not include any applicable taxes under the Act or the Excise Tax Act (Canada), which taxes include GST, HST (including the provincial component of the HST) and transition taxes, or any other federal or provincial sales, service, value added or other tax and, for greater certainty, to the extent any such taxes are payable, they will be paid by the Purchaser in addition to the Purchase Price;
- no rebate under the Act or the Excise Tax Act (Canada) has been taken into account in determining the amount payable to the Vendor by the Purchaser under this Contract;
- (j) the supplier (Vendor) is not a foreign supplier in respect of the sale of the Strata Lot;

#### (k) NOTICE TO PURCHASER

If (a) both ownership and possession of newly constructed or substantially renovated housing, or an interest in such housing, transfer on or after April 1, 2013 and (b) either ownership or possession of the housing or interest transfers before April 1, 2015, then:

- the 7% provincial component of the HST and the B.C. HST new housing rebate for primary places of residence generally will not apply;
- (ii) the 2% B.C. transition tax may be payable by the Purchaser; and

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(iii) the supplier (Vendor) may be eligible for a B.C. transition rebate in respect of the housing.

For more information refer to http://www.cra-arc.gc.ca/E/pub/gi/notice276/README.html.

If and to the extent required under Part IX of the *Excise Tax Act* (Canada), and subject to the foregoing, the Purchaser will remit to the Vendor on the Completion Date any GST or HST that may be eligible under Part IX of the *Excise Tax Act* (Canada) in respect of the transaction contemplated herein, and the Vendor agrees that it will remit such funds or otherwise account for such funds to Canada Revenue Agency ("CRA") in accordance with its obligations under Part IX of the *Excise Tax Act* (Canada) and the foregoing.

Notwithstanding the foregoing, if the Purchaser is a corporation which is registered for GST or HST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST or HST registered status of the Purchaser containing the Purchaser's GST or HST registration number, the Purchaser will not be required to pay the GST or HST to the Vendor but will be entitled to self-assess the GST or HST and account for the same directly to CRA. The Purchaser acknowledges that the Vendor will have no obligation to adjust the Purchase Price to credit the Purchaser for any new housing rebate to which the Purchaser might be entitled.

12. No Assignment or Advertising. The Purchaser will not sell or assign (or agree to sell or assign) any of its rights, benefits and interests in this Contract or the Strata Lot, 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 by the Vendor in the Vendor's sole discretion.

The Purchaser will not, at any time prior to the Completion Date, advertise or solicit offers from the public with respect to the assignment of this Contract or the resale of the Strata Lot by the Purchaser and, in particular, will not list the Strata Lot or the Purchaser's interest in this Contract on any Multiple Listing Service (MLS) prior to the Completion Date, and the Purchaser will not cause or permit any agent or other person to do any of the foregoing on behalf of the Purchaser.

- Continuing Construction and Marketing. The Purchaser agrees that the Vendor may continue to carry out construction work on the Development after the completion of the purchase of the Strata Lot by the Purchaser. The Purchaser acknowledges and accepts that such work may cause inconvenience to the use and enjoyment of the Strata Lot. The Purchaser will not impede or interfere with the Vendor's completion of construction of other strata lots, the common property or the Development. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise to market the Development. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots in the Development, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or strata lots owned or leased by the Vendor, including, without limitation, maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots in the Development. In addition, the Vendor may conduct tours of the Development from time to time with prospective purchasers and hold events and other activities within the Development in connection with the marketing and sales activities for the Development.
- **Successors and Assigns.** This Contract will enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, administrators and executors.
- **15. Governing Law.** This Purchaser's offer herein and the Contract which results from its acceptance will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 16. Contractual Rights. This offer and the Contract which results from its acceptance creates contractual rights only and not any interest in land and the Purchaser will not be entitled to register this Contract or any interest arising under this Contract against the Strata Lot or the Lands. The Purchaser will only acquire an interest in land upon completion of the purchase and sale contemplated herein.
- 17. Personal Information. The Purchaser hereby consents to the collection, use and disclosure of personal information contained in this Contract and otherwise collected by or on behalf of the Vendor and its agents, affiliates and service providers for the following purposes:
  - (a) to complete the transaction contemplated by this Contract;

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- (b) to secure financing in respect of the construction of the Development;
- (c) to invest the Deposit as provided for herein including providing personal information to the financial institution as required for reporting interest earned on the Deposit in accordance with applicable laws;
- (d) to facilitate the entering into of a deposit protection contract with respect to the Deposit and release of the Deposit in accordance therewith;
- (e) to facilitate the completion and management of the Development including the transfer of management of the Development to a property manager;
- to facilitate the management of the Development, including transferring management of the Development to a property manager;
- (g) to market, sell, provide and inform the Purchaser of products and services of the Vendor and its affiliates and partners, including information about future projects;
- (h) to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and other applicable laws;
- to disclose such personal information to the Vendor' affiliates, agents, assignees, partners, business
  partners, contractors and suppliers, bankers, lawyers, accountants, insurers, warranty providers, utility
  providers, relevant governmental authorities or agencies (including the LTO and the CRA) and other advisors
  and consultants in furtherance of any of the foregoing purposes;
- (j) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;
- (k) if the Strata Lot is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
- (I) for enforcing codes of professional conduct and ethics for members of real estate boards; and
- (m) for the purpose (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Working with A Realtor®.

The Purchaser covenants and agrees to provide, and cause any third parties to provide, to the Vendor, the Vendor's agents and the Vendor's Solicitors, promptly upon request, any additional personal or other information not contained herein that is required in order to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and the Purchaser acknowledges that the foregoing consent applies to any such personal information.

- 18. Vendor's Right to Terminate. The Vendor may in its sole discretion terminate this Contract if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Contract 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* and regulations under that *Act*, as amended from time to time, in which event the portion of the Deposit that has been paid will be returned to the Purchaser and the Purchaser will have no further claims against the Vendor.
- Notices and Tender. Any notice to be given to the Purchaser hereunder and any other communication or document to be given to the Purchaser (including, without limitation, any amendment to the Disclosure Statement) will be sufficiently given: (a) if deposited in any postal receptacle or with any post office in Canada addressed to the Purchaser at the Purchaser's address or the Purchaser's Solicitors at their offices and sent by postage prepaid mail; (b) if sent by courier to the Purchaser at the Purchaser's address or the Purchaser's Solicitors at their offices; (c) if delivered by hand to the Purchaser at the Purchaser's address or the Purchaser's Solicitors at their offices; or (d) if transmitted by facsimile or e-mail to the Purchaser or the Purchaser's Solicitors. Such notice, communication or other document (including, without limitation, any amendment to the Disclosure Statement) will be deemed to have been

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received by the Purchaser if so delivered or transmitted, when delivered or transmitted and if sent by mail or courier, on the second Business Day after being sent by mail or courier. The address, fax number (if any) and e-mail address (if any) for the Purchaser will be as set out above unless the Purchaser provides the Vendor in writing with an updated address, fax number (if any) and e-mail address, and the Vendor has acknowledged in writing the receipt thereof, in which case it will be such most recently updated address, fax number (if any) and e-mail address. Any documents to be tendered on the Purchaser may be tendered on the Purchaser's Solicitors.

Any notice to be given to the Vendor hereunder will be sufficiently given: (a) if deposited in any postal receptacle in Canada addressed to the Vendor at the Vendor's address or the Vendor's Solicitors at their offices and sent by postage prepaid mail; or (b) if delivered by hand to the Vendor at the Vendor's address or the Vendor's Solicitors at their offices. Such notice will be deemed to have been received if so delivered, when delivered and if mailed, on the second Business Day after such mailing. The address of the Vendor will be as set out above unless the Vendor gives the Purchaser or the Purchaser's Solicitors notice in writing in accordance with this section 19 of an updated address for the Vendor, in which case it will be such most recently updated address. Any documents to be tendered on the Vendor may be tendered on the Vendor or the Vendor's Solicitors. Any money to be tendered on the Vendor or the Vendor's Solicitors will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors. Notwithstanding the foregoing, Deposit payments may be made as set out in section 1.02.

- 20. 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 will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.
- 21. Change of Address. The Purchaser covenants and agrees to promptly notify the Vendor in writing of any change in the Purchaser's address, e-mail address, phone number and/or fax number.

#### 22. Disclosure Statement.

- (a) The Purchaser acknowledges that he/she/it has received a copy of the disclosure statement for the Development dated October 22, 2013 (the "Initial Disclosure Statement") and the amendment to disclosure statement dated July 15, 2014 and any additional amendments to disclosure statement, if any, filed up to the date hereof in respect of the Initial Disclosure Statement (collectively, the "Amendments") (the Initial Disclosure Statement, together with and as amended by the Amendments, are collectively referred to in this Contract as the "Disclosure Statement"), and that he/she/it has been given a reasonable opportunity to read the Disclosure Statement before entering into this Contract.
- (b) Intentionally deleted.
- (c) The Purchaser will, from time to time, forthwith upon receipt from the Vendor of a copy of any amendment to disclosure statement filed in respect of the Disclosure Statement, execute and deliver to the Vendor a receipt, in a form to be provided by the Vendor, pursuant to which the Purchaser confirms that it received a copy of such amendment to disclosure statement.

#### 23. Ownership of Development, License Agreement and Residential Management Agreement

- (a) The Purchaser acknowledges that neither the Development nor Trump International Hotel & Tower® Vancouver is owned, developed or sold by Donald J. Trump, The Trump Organization or any of their principals or affiliates. The Vendor and the Registered Owner (together, the "Licensee") are the owners and developers, of the Lands, and use the "Trump" name and mark under license from DT Marks Vancouver LP (the "Licensor"), which license may be terminated or revoked according to its terms, to identify and promote the Development only as "TRUMP INTERNATIONAL HOTEL & TOWER® VANCOUVER". The Purchaser acknowledges and agrees that any use of any trade names, trademarks, service marks, domain name or logos, including the trademark "Trump", of Donald J. Trump, The Trump Organization, Licensor or any of their principals or affiliates, without proper licensing from such parties, is expressly prohibited.
- (b) In the event that the license agreement (the "License Agreement") between the Strata Corporation and the Licensor is terminated for any reason, all use of Donald J. Trump's or Licensor's trade name and trademarks or service marks, domain name and logos, will cease immediately and all indicia or connection between the Development and Donald J. Trump or Licensor, including signs or other materials bearing any of Donald J.

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Trump's or Licensor's trademarks, servicemarks, tradenames, domain name, and logos will be removed immediately from the Development, including any reference or identification of the address of the Strata Lot. The Purchaser also understands and agrees that in no event will the Purchaser pursue, file or initiate any legal action against any Trump Indemnified Party for disputes or matters arising from this Contract.

- Notwithstanding anything to the contrary contained in License Agreement, Licensor and the other Trump (c) Indemnified Parties will not be responsible for and will have no liability to Licensee or any other individual or entity, including, without limitation, the Purchaser, any strata lots owners, occupants and/or lenders for (i) any design, construction, repair, operation means, methods, techniques, sequences and procedures, or for security or safety precautions and programs, with respect to the design, construction, repair, or operation of the Development or (ii) the handling of any funds or deposits, including, without limitation, the Purchase Price paid by the Purchaser pursuant to this Contract or otherwise. It is further understood and agreed that none of the Trump Indemnified Parties, including, without limitation, Licensor, has or will hereafter provide architectural, engineering, contractor, legal, professional or similar services to Licensee in any capacity or have any liability to Licensee or any other individual or entity, including, without limitation, the strata lot owners, occupants and/or lenders as such. No reviews, recommendations, approvals, or advice to be furnished by any of the Trump Indemnified Parties under the license will be deemed to be warranties or guarantees or constitute the performance of professional services as aforesaid, but instead, are intended solely for the benefit of Licensor in order that it may protect the goodwill associated with any of Donald J. Trump's or Licensor's trademarks, servicemarks, tradenames, domain name, and logos.
- (d) The Purchaser acknowledges and agrees that the strata corporation will enter into or assume a residential management agreement (the "Residential Management Agreement") between the Strata Corporation and a property management company (the "Property Manager"), with respect to the control, management and administration of the common property of the Development. The Property Manager will not be affiliated with the Vendor but will have been approved by the Licensor in accordance with the requirements of the License Agreement. The Purchaser further acknowledges and agrees that certain specific quorum requirements apply to any resolution of the Strata Corporation to approve the termination of the Residential Management Agreement, as described more particularly in the Disclosure Statement.
- 24. Termination of License Agreement or Hotel Management Agreement. The Purchaser acknowledges and agrees that, in the event that License Agreement or the agreement between the Licensee and THC Vancouver Management Corp. with respect to the management of Hotel are terminated for any reason, whether at the expiration of the respective terms thereof or earlier for any reason, the Hotel, the Strata Corporation and all of the owners of strata lots in the Development, including the Purchaser, will no longer be entitled to use the mark "Trump International Hotel & Tower®" or the composite mark "Trump International Hotel & Tower Vancouver®" and all use of Donald J. Trump's trade name and trademarks or service marks and logos will cease and all indicia or connection between the Development and Donald J. Trump, including signs or other materials bearing any of Donald J. Trump's trademarks, service marks, trade names and logos will be removed from the Development and the Hotel, and the Purchaser hereby fully releases and discharges and agrees to indemnify the Vendor and the Registered Owner and their respective heirs, administrators, executors, legal representatives, officers, directors, shareholders, partners, affiliates, employees, agents, successors and assigns, as applicable (collectively, the "Released Parties"), from and against any and all losses, damages, actions, causes of action, liabilities, claims, demands, suits, debts, dues, accounts, costs and legal costs, whether at law or in equity, which exist or can, will or may arise in connection with the foregoing. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties. This provision will survive the completion of the purchase and sale of the Strata Lot.
- 25. Counterparts and Delivery by Electronic Transmission. This Contract and any addendum hereto may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery of an executed copy of this Contract and any addendum hereto by any party by electronic transmission will be as effective as personal delivery of an originally executed copy of this Contract by such party.
- **26. Business Day**. In this Contract, "**Business Day**" means any day that is not a Saturday, Sunday or statutory holiday in British Columbia.

INITIALS		
Purchaser	Purchaser	Vendor

#### **EXHIBIT I**

## **CHANGES TO SUITE NUMBERS**

See attached.

{212281-453214-00153361;3}



# **EXHIBIT J**

# CHANGES TO STRATA LOT NUMBERS

See attached.

{212281-453214-00153361;3}

Original Strata Lot Number	Revised Strata Lot Number	Suite Number
198	198	6202
<del>199</del>	170	<del>6203</del>
200	199	6305
201	200	6301
202	201	6302
203	202	6303
204	203	6505
205	204	6501
206	205	6502
207	206	6503
208	207	6605
209	208	6601
210	209	6602
211	210	6603
212	211	6705
213	212	6701
214	213	6702
215	214	6703
216	215	PH3
217	216	PH1
218	217	PH2

