

THE RESIDENCES
AT TRUMP INTERNATIONAL HOTEL & TOWER® VANCOUVER

DISCLOSURE STATEMENT

REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA

October 22, 2013

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 of each party comprising the Developer:	10 – 698 Seymour Street Vancouver, BC V6B 3K6
Address for Service of each party comprising the Developer:	10 – 698 Seymour Street Vancouver, BC V6B 3K6

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

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



RIGHT OF RESCISSION

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

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

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

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



REAL ESTATE DEVELOPMENT MARKETING ACT (BRITISH COLUMBIA)
REQUIREMENTS

POLICY STATEMENTS 5 AND 6 ISSUED BY THE SUPERINTENDENT OF REAL ESTATE PURSUANT TO THE *REAL ESTATE DEVELOPMENT MARKETING ACT* (BRITISH COLUMBIA) REQUIRE THAT IN ORDER FOR A DEVELOPER TO MARKET A DEVELOPMENT UNIT BEFORE OBTAINING A BUILDING PERMIT OR A SATISFACTORY FINANCING COMMITMENT:

- (1) THE ESTIMATED DATE, AS DISCLOSED IN THE DISCLOSURE STATEMENT, FOR THE ISSUANCE OF A BUILDING PERMIT AND A SATISFACTORY FINANCING COMMITMENT IS 9 MONTHS OR LESS FROM THE DATE THE DEVELOPER FILED THE DISCLOSURE STATEMENT WITH THE SUPERINTENDENT;**
- (2) THE DEVELOPER MARKETS THE PROPOSED DEVELOPMENT UNITS UNDER THE DISCLOSURE STATEMENT FOR A PERIOD OF NO MORE THAN 9 MONTHS FROM THE DATE THE DISCLOSURE STATEMENT WAS FILED WITH THE SUPERINTENDENT, UNLESS AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF THE ISSUED BUILDING PERMIT AND A SATISFACTORY FINANCING COMMITMENT IS FILED WITH THE SUPERINTENDENT DURING THAT PERIOD. THE DEVELOPER MUST ALSO EITHER:**
 - (A) PRIOR TO THE EXPIRY OF THE 9 MONTH PERIOD, FILE WITH THE SUPERINTENDENT AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF THE ISSUED BUILDING PERMIT AND A SATISFACTORY FINANCING COMMITMENT; OR**
 - (B) UPON THE EXPIRY OF THE 9 MONTH PERIOD, IMMEDIATELY CEASE MARKETING THE DEVELOPMENT AND CONFIRM IN A WRITTEN UNDERTAKING TO THE SUPERINTENDENT THAT ALL MARKETING OF THE DEVELOPMENT HAS CEASED AND WILL NOT RESUME UNTIL AFTER THE NECESSARY AMENDMENT HAS BEEN FILED, FAILING WHICH A CEASE MARKETING OR OTHER ORDER MAY BE ISSUED BY THE SUPERINTENDENT TO THE DEVELOPER WITHOUT FURTHER NOTICE;**
- (3) ANY PURCHASE AGREEMENT USED BY THE DEVELOPER WITH RESPECT TO ANY DEVELOPMENT UNIT OFFERED FOR SALE OR LEASE BEFORE THE PURCHASER'S RECEIPT OF AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF THE ISSUED BUILDING PERMIT AND A SATISFACTORY FINANCING COMMITMENT MUST CONTAIN THE FOLLOWING PROVISIONS:**
 - (A) THE PURCHASER MAY CANCEL THE PURCHASE AGREEMENT FOR A PERIOD OF SEVEN DAYS AFTER RECEIPT OF AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF THE ISSUED BUILDING PERMIT IF THE LAYOUT OR SIZE OF THE APPLICABLE DEVELOPMENT UNIT, THE CONSTRUCTION OF A MAJOR COMMON FACILITY, INCLUDING A RECREATION CENTRE OR CLUBHOUSE, OR THE GENERAL LAYOUT OF THE DEVELOPMENT, IS MATERIALLY CHANGED BY THE ISSUANCE OF BUILDING PERMIT;**
 - (B) IF AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF AN ISSUED BUILDING PERMIT AND A SATISFACTORY FINANCING COMMITMENT IS NOT RECEIVED BY THE PURCHASER WITHIN 12 MONTHS AFTER THE INITIAL DISCLOSURE STATEMENT WAS FILED, THE PURCHASER MAY AT HIS OR HER OPTION CANCEL THE PURCHASE**



AGREEMENT AT ANY TIME AFTER THE END OF THAT 12 MONTH PERIOD UNTIL THE REQUIRED AMENDMENT IS RECEIVED BY THE PURCHASER, AT WHICH TIME THE PURCHASER MAY CANCEL THE PURCHASE AGREEMENT FOR A PERIOD OF SEVEN DAYS AFTER RECEIPT OF THAT AMENDMENT ONLY IF THE LAYOUT OR SIZE OF THE APPLICABLE DEVELOPMENT UNIT, THE CONSTRUCTION OF A MAJOR COMMON FACILITY, INCLUDING A RECREATION CENTRE OR CLUBHOUSE, OR THE GENERAL LAYOUT OF THE DEVELOPMENT, IS MATERIALLY CHANGED BY THE ISSUANCE OF THE BUILDING PERMIT;

- (C) THE AMOUNT OF THE DEPOSIT TO BE PAID BY A PURCHASER WHO HAS NOT YET RECEIVED AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF AN ISSUED BUILDING PERMIT AND A SATISFACTORY FINANCING COMMITMENT IS NO MORE THAN 10% OF THE PURCHASE PRICE; AND
- (D) ALL DEPOSITS PAID BY A PURCHASER, INCLUDING INTEREST EARNED IF APPLICABLE, WILL BE RETURNED PROMPTLY TO THE PURCHASER UPON NOTICE OF CANCELLATION FROM THE PURCHASER.

PLEASE SEE SECTIONS 6.1 AND 6.2 BELOW IN RESPECT OF THE ABOVE REQUIREMENTS.



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EXHIBIT B	Parking and Storage Lease
EXHIBIT C	Proposed Interim Budget of Strata Corporation Expenses and Monthly Assessments
EXHIBIT D	Proposed Schedule of Unit Entitlement
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EXHIBIT F	Form J – Rental Disclosure Statement
EXHIBIT G	Form of Contract of Purchase and Sale
EXHIBIT H	Description of Zoning



1. DEVELOPER

1.1 Particulars of Formation

The Partnership is a British Columbia limited partnership formed on August 2, 2012 pursuant to a Certificate of Limited Partnership filed under section 51 of the *Partnership Act* (British Columbia) at the office of the Registrar of Companies, Victoria, British Columbia under No. LP0588970. The general partner of the Partnership is West Georgia GP Ltd. (the “**General Partner**”), a British Columbia company incorporated under the *Business Corporations Act* (British Columbia) on July 26, 2012 under incorporation number BC0946507.

The Registered Owner is a British Columbia company incorporated under the *Company Act* (British Columbia) on February 18, 1999 under incorporation number BC0580349 and transitioned under the *Business Corporations Act* (British Columbia) on October 31, 2005.

1.2 Purpose of Formation

The Partnership was formed in order to develop and market the Development and to develop and operate the Hotel (as defined in section 2.1). The only asset of the Partnership is the Lands and any rights associated with the Lands, the Development and the Hotel.

The Registered Owner was formed in order to acquire and hold registered title to the Lands as nominee, agent and bare trustee. The Registered Owner has no beneficial interest in the Lands or in any other lands or assets whatsoever.

1.3 Registered and Records Office

The registered office of the Partnership, and the registered and records office of the General Partner and the Registered Owner, is 800 – 885 West Georgia Street, Vancouver, British Columbia, V6C 3H1.

1.4 Directors

The directors of the General Partner are Joo Kim Tiah and Kam Mun Yip. The sole director of the Registered Owner is Joo Kim Tiah.

1.5 Background of Developer

- (a) The Partnership, the General Partner and the Registered Owner are each single purpose-entities formed solely for the purpose of developing and marketing the Development and developing and operating the Hotel, and have no direct prior development experience.
- (b) Yip Kam Mun, being a director and officer of the General Partner, has approximately 33 years of experience in developing and constructing commercial and residential real estates projects in Canada, Malaysia and Dubai.
- (c) Joo Kim Tiah, being a director and officer of the General Partner and the Registered Owner, has approximately 11 years of experience in development,



finance and construction of commercial and residential real estate projects in Canada, Malaysia and Singapore.

- (d) To the best of the Developer's knowledge, neither the Partnership, the General Partner nor the Registered Owner, nor any principal holder of the Partnership, the General Partner or the Registered Owner, nor any of the directors or officers of the General Partner or the Registered Owner or of any principal holder of the Partnership, the General Partner or the Registered Owner, within the ten years before the date of the Developer's declaration attached to this Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (e) To the best of the Developer's knowledge, neither the Partnership, the General Partner nor the Registered Owner, nor any principal holder of the Partnership, the General Partner or the Registered Owner, nor any of the directors or officers of the General Partner or the Registered Owner or of any principal holder of the Partnership, the General Partner or the Registered Owner, within the last five years before the date of the Developer's declaration attached to this Disclosure Statement, has been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency and has not been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (f) To the best of the Developer's knowledge, no principal holder of the Partnership or any director, officer or principal holder of the General Partner or the Registered Owner, nor any director or officer of any principal holder of the Partnership, the General Partner or the Registered Owner, within the five years prior to the date of the Developer's declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity:
 - (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, except as disclosed in subsection 1.5(g); or
 - (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.
- (g) One of the directors of the Developer was a director of Holborn Developments (2812 Main) Ltd. and 2812 Main Holdings Ltd. (together, the "**Other**



Developer”) when a consent order (the “**Consent Order**”) was approved by the Superintendent of Real Estate (the “**Superintendent**”) on March 30, 2011 pursuant to the *Real Estate Development Marketing Act* (British Columbia) ordering the Other Developer to pay an administrative penalty in the amount of \$10,000 and investigation costs in the amount of \$5,000 for selling a strata lot in the Other Developer’s development in breach of an undertaking (the “**Undertaking**”) to the Superintendent to cease marketing. Because the director had not been a director of the Other Developer at the time the Undertaking was given and the director was not made aware of the existence of the Undertaking, the Consent Order acknowledges that the breach of the Undertaking by the Other Developer was inadvertent, and the Consent Order was not made against the director personally.

1.6 Conflicts of Interest

The Developer is not aware, to the best of its knowledge, of any existing or potential conflicts of interest among the Partnership, General Partner, Registered Owner, manager, any principal holders of the Partnership or manager, any directors, officers or principal holders of the General Partner or the Registered Owner, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the Strata Lots in connection with the Development which could reasonably be expected to affect a purchaser’s purchase decision, except for the following:

- (a) It is intended that either the Developer or an entity affiliated with the Developer will initially retain ownership of the Hotel (as defined in section 2.1). The Hotel will benefit from certain easements and covenants registered against title to the Strata Lots and the Common Property (as defined in section 2.1), as more particularly described in sections 4.3 and 4.4. As described in subsections 3.3(b), 3.3(c) and 3.8(b) and section 7.4, and elsewhere in this Disclosure Statement, the Strata Corporation (as defined in subsection 3.3(a)) and the owner of the Hotel (the “**Hotel Owner**”) will share certain costs relating to the Complex (as defined in section 2.1) in accordance with the provisions of certain easements and/or Cost-Sharing Agreements (as defined in subsection 7.4(f)).
- (b) Upon depositing the Strata Plan (as defined in section 2.1) in the Land Title Office (as defined in section 2.1), the Developer will cause the Strata Corporation to enter into a license agreement (the “**License Agreement**”) with DT Marks Vancouver LP (the “**Licensor**”) regarding the use of the trade mark “Trump International Hotel & Tower” and the composite mark “Trump International Hotel & Tower Vancouver”. The License Agreement, and certain restrictive covenants, easements and an equitable charge granted in conjunction therewith, as more particularly described in subsection 4.4(a), will provide THC Vancouver Management Corp. (the “**Hotel Manager**”), the Licensor and the Hotel Owner with certain rights to ensure that the Common Property is operated and maintained in accordance with the Hotel Manager’s Operating Standards (as defined in subsection 7.4(a)). The License Agreement is more particularly described in subsection 7.4(a).



- (c) The hotel management agreement (the “**Hotel Management Agreement**”) between the Developer and the Hotel Manager (which is a company related to the Licensors) provides that the Hotel Manager may be entitled to terminate the Hotel Management Agreement in the event the Strata Management Agreement (as defined in section 3.10) or the License Agreement is terminated. The Developer has covenanted with the Licensors that while it has control over the Strata Corporation:
- (i) it will take such lawful action or lawfully exercise such rights (through the exercise of voting rights, enforcement of remedies or otherwise) as are within its control and not prohibited or restricted by applicable legal requirements as may be necessary or desirable in order to: (A) to ensure that the Development is maintained and operated in accordance with the Operating Standards of the Licensors; and (B) otherwise effectuate the terms of the License Agreement;
 - (ii) in the event the Strata Management Agreement terminates for any reason, or the Licensors elects, in its sole discretion, not to manage the Strata Corporation and the Common Property (as defined in section 2.1), the Developer will, if it has control or rights enabling it to do so, ensure that: (A) the manager selected to replace the Property Manager (as defined in section 3.10) for the management of the Common Property will be subject to the Licensors’ prior written approval; and (B) any agreement relating thereto and the terms thereof will include an obligation to operate the Common Property in accordance with the Operating Standards, a right for the Licensors to supervise the operations and management of the Common Property by such replacement property manager to ensure compliance with the Operating Standards, and will be subject to the Licensors’ prior written approval.
- (d) To the extent the Developer retains ownership of any Strata Lots, it will be entitled to exercise the votes in the Strata Corporation that are allocated to such Strata Lots as it sees fit, subject to paragraph 1.6(c)(i).
- (e) It is intended that all of the Resident Stalls, Private Garages, Storage Rooms and Bike Lockers (as each such term is defined in section 3.6) in the Development will be leased by the Developer to the Tenant (as defined in section 3.6), an entity related to one or more of the companies comprising the Developer, as described more particularly in section 3.6.

2. GENERAL DESCRIPTION

2.1 General Description of the Development

The Development will be located on the lands and premises currently municipally described as 1151 West Georgia Street, Vancouver, British Columbia, and is currently intended to consist of 218 residential strata lots (the “**Strata Lots**”, and each a “**Strata Lot**”). All of the Strata Lots are being marketed by the Developer pursuant to this Disclosure Statement. The Development



will be part of an integrated 63 storey reinforced concrete building that will also include luxury hotel premises (the “**Hotel**”) as more particularly described below.

Each purchaser will own his or her Strata Lot, together with a proportionate share of the common property (the “**Common Property**”) of the Development. The Common Property is comprised of all the land and buildings outside the individual Strata Lots but contained within the Development including, without limitation, a portion of the Parking Facility (as defined in section 3.6).

The Strata Lots are intended to be of the following types:

Type of Strata Lots

one bedroom	77
two bedrooms	103
three bedrooms	35
penthouses	3
	<hr/>
	218

Titles for the individual Strata Lots will be created by the deposit of a final surveyed strata plan (the “**Strata Plan**”) for the Development in the New Westminster Land Title Office (the “**Land Title Office**”). Following the deposit of the Strata Plan, it is expected that the Strata Lots will be legally described as follows:

City of Vancouver
 Strata Lots 1-218
 Block 17
 District Lot 185
 Strata Plan EPS _____

The plan number for the Strata Plan will be assigned prior to the Strata Plan being deposited in the Land Title Office.

The Development will be part of a mixed-use residential and hotel development (the “**Complex**”), consisting of the Development and the Hotel. While it is intended that either the Developer or an entity affiliated with the Developer will initially retain ownership of the Hotel, the Hotel may be sold to an arms-length purchaser at any time prior to or following the completion of construction of the Complex. It is intended that the Hotel will initially be operated and managed by the Hotel Manager, an affiliate of Trump International Hotels Management LLC. However, the management of the Hotel may change in the future such that the Hotel is no longer managed by the Hotel Manager or affiliated in any way with Trump International Hotels Management LLC or its affiliates.

The Hotel will consist of 147 hotel rooms and will include a lobby bar, a restaurant, a fitness centre, a spa and a swimming pool with adjoining pool bar/night club, and may include conference facilities (including banquet facilities) located within the building adjacent to the Lands (as defined in section 4.1) at 1111 West Georgia Street (the “**Adjacent Property**”).



Prior to depositing the Strata Plan in the Land Title Office, the Developer intends to deposit an air space subdivision plan in respect of the Lands (as defined in Section 4.1) which will create a separate legal parcel (the “**Residential Airspace Parcel**”), known as an “air space parcel”, within which the Development will be located and in respect of which the Strata Plan will be deposited. The Hotel, other than the portion of the Hotel consisting of the conference/banquet facilities that will (if including in the Hotel) be located on the Adjacent Property, will be located in the remainder (the “**Remainder**”) of the Lands resulting from the registration of the air space subdivision plan creating the Residential Airspace Parcel.

The Hotel will be part of the same physical complex as the Development and, as a result, certain access routes and a number of utility systems, service rooms, facilities and equipment, some located within the Development and some located within the Hotel, will be shared by the Development and the Hotel, or will be used by one component but physically located within the other, as more particularly described or contemplated in this Disclosure Statement. However, the Hotel will not be included in the Strata Plan or form part of the Strata Corporation. The Hotel Owner will share certain costs relating to the Complex with the Strata Corporation (see section 3.8). Reciprocal easements providing for support, access and use of common utility systems, service rooms, storage and parking, as described in section 4.4 of this Disclosure Statement, will facilitate the integration of the Development and the Hotel.

The proposed layout of the Development and the proposed dimensions and location of the Strata Lots are set out on the preliminary strata plan (the “**Preliminary Plan**”) for the Development attached as Exhibit A to this Disclosure Statement. The actual layout, dimensions and location of the Strata Lots as constructed may vary from what is depicted on the Preliminary Plan, which is based on architectural drawings, and the area of a Strata Lot on the final surveyed Strata Plan may also vary from the Preliminary Plan due to normal construction variations and differences in the way the area of a Strata Lot is measured for architectural purposes and for Strata Plan purposes. The boundaries of the Common Property may also vary somewhat from what is shown on the Preliminary Plan based on adjustments to the boundaries of the Residential Airspace Parcel, which adjustments the Developer may make in its discretion.

The Developer reserves the right to alter the division among the types of Strata Lots, divide or consolidate any of the Strata Lots such that the number of Strata Lots (or the number of Strata Lots of any type) may increase or decrease and consolidate any part of the Common Property with any Strata Lot. As a consequence of any such changes, the suite and strata lot numbers assigned to any of the Strata Lots and the Unit Entitlement (as defined in section 3.1) figures in respect of any of the Strata Lots may be adjusted. Floor numbering for the Complex currently contemplates omitting numbers 4, 13, 14, 24, 34, 44, 54, and 64 (for example, the fourth floor will be numbered “5”, the 14th floor will be numbered “16”, and so on) and, as a result, the topmost occupied floor will be numbered “69”.

Prospective purchasers should be aware that if, at any time in the future, the License Agreement is terminated and/or the management of the Hotel changes, the Complex would no longer be associated with the mark “Trump International Hotel & Tower®” and the composite mark “Trump International Hotel & Tower Vancouver®” and the Strata Corporation and the Strata Lot owners would no longer be entitled to use such marks 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 Complex.

2.2 Permitted Use

The zoning applicable to the Lands is CD-1 (446) Comprehensive Development. The permitted use of the Strata Lots includes, among other things, dwelling uses. An excerpt from the City's zoning bylaw which includes a description of CD-1 (446) Comprehensive Development zoning and a complete description of the uses permitted under CD-1 (446) Comprehensive Development zoning is attached as Exhibit H.

Development Permit DE415966 issued by the City in respect of the Complex (as described more particularly in subsection 6.1(b)) provides that the permitted use of the Strata Lots is for dwelling units. In addition, the bylaws of the Strata Corporation will prohibit the use of any of the Strata Lots for purposes other than residential purposes and other purposes ancillary to residential purposes. Accordingly, the Strata Lots may not be used for commercial purposes or other purposes not ancillary to residential purposes.

The bylaws of the Strata Corporation will also include restrictions on the ability of a Strata Lot owner to rent his or her Strata Lot, as more particularly described in section 3.5.

2.3 Phasing

Not applicable. The Development is not a phased development.

3. STRATA LOT INFORMATION

3.1 Unit Entitlement

The unit entitlement (the "**Unit Entitlement**") of each Strata Lot is a figure indicating its share in the Common Property and assets of the Development and is used to determine each Strata Lot owner's contribution to common expenses. The Unit Entitlement of each Strata Lot is based on the habitable area of the Strata Lot in square metres, rounded to the nearest whole number. The habitable area of a Strata Lot includes the area of the Strata Lot which can be lived in, but does not include patios, balconies, garages, parking stalls or storage areas other than closet space. A schedule of the proposed unit entitlement of the Strata Lots is attached to this Disclosure Statement as Exhibit D. Concurrently with deposit of the Strata Plan, the Developer will file a schedule of the final unit entitlement of the Strata Lots in Form V under the *Strata Property Act* (British Columbia) (the "***Strata Property Act***") in the Land Title Office. The calculation of unit entitlement set out in Exhibit D is based on architectural drawings and may vary when calculated on the basis of the final surveyed Strata Plan and set out in the filed Form V.

3.2 Voting Rights

There will be one Strata Corporation (as defined in subsection 3.3(a)) in respect of the Strata Lots. Each Strata Lot will have one vote in the Strata Corporation.

3.3 Common Property and Facilities

(a) Common Property

Each of the Strata Lot owners will be entitled to a proportionate share of the Common Property of the Development and the common facilities and other assets of the strata corporation (the “**Strata Corporation**”) created upon deposit of the Strata Plan in the Land Title Office, which the owners of the Strata Lots will own as tenants in common.

The Common Property of the Development will include the following (some of which may be designated as Limited Common Property, as defined in section 3.4) as described elsewhere in this Disclosure Statement or as shown on the Preliminary Plan, to be located generally as indicated on the Preliminary Plan:

- (i) residential and visitor parking stalls
- (ii) drive aisles;
- (iii) residential storage areas;
- (iv) private garages;
- (v) residential elevators;
- (vi) elevator control rooms;
- (vii) bicycle storage lockers;
- (viii) vents and air shaft passage ways;
- (ix) vestibules;
- (x) mechanical and fire prevention equipment necessary for the operation of the Development;
- (xi) corridors;
- (xii) stairwells;
- (xiii) lobbies;
- (xiv) loading area (located on the upper lobby level);
- (xv) electrical rooms;
- (xvi) maintenance room;
- (xvii) mail and package rooms;



- (xviii) communications room;
- (xix) recycling closets;
- (xx) washroom;
- (xxi) mechanical areas;
- (xxii) rooftop wind/movement damper tanks; and
- (xxiii) rooftop trellis.

Some areas and equipment will be shared with the Hotel, as described elsewhere in this Disclosure Statement.

The costs of operating and maintaining the Common Property (except to the extent that the Hotel Owner is responsible for any portion of such costs pursuant to an easement agreement such as the easement agreement contemplated in paragraph 4.4(b)(iv), or one or more unregistered Cost-Sharing Agreements (as defined and contemplated in subsection 7.4(f))), as well as the Strata Corporation's portion of costs shared with the Hotel relating to various utility services, amenities, rooms, facilities, systems and equipment located in or shared with the Hotel, will be shared by the owners of the Strata Lots on the basis of the Unit Entitlement (see section 3.1) of the Strata Lots and included in their monthly assessments (see section 3.8). The estimated costs expected to be incurred by the owners of the Strata Lots during the initial operating year of the Strata Corporation are included in the interim budget of the Strata Corporation attached hereto as Exhibit C.

The Development will also include additional service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, emergency generator systems and equipment, electrical rooms, vents, ducts, fans, elevators, garage gates and other such facilities and equipment which may not be depicted on the Preliminary Plan, but which will be required by the City in connection with the Development. The service facilities and equipment will be located as required by the City or as recommended by the Developer's consultants.

(b) Shared Recreational Amenities

The Common Property will not contain any recreational facilities. However, the Hotel will include a health and fitness club on the 3rd Floor (including a weight and exercise room), a yoga/flex room, a swimming pool (the "**Swimming Pool**"), and an outdoor deck on the 3rd floor (the "**Outdoor Deck**").

Pursuant to an easement (which easement may be included in the easement described in paragraph 4.4(b)(iv) or in a separate easement agreement) to be registered against title to the Remainder in favour of the Residential Airspace

Parcel, owners and occupants of the Strata Lots will be able to access and use the health and fitness club, the yoga/flex room, the Swimming Pool, and the Outdoor Deck (the “**Shared Recreational Amenities**”), in common with the guests of the Hotel. Access to the Shared Recreational Amenities by owners and occupants of the Strata Lots will be subject to the rules and restrictions imposed by the Hotel Manager and in effect from time to time, including those relating to hours of operation. Without limiting the generality of the foregoing, owners’ and occupants’ use of the Swimming Pool and the Outdoor Deck will be subject to change from time to time and will be restricted during private events arranged by the Hotel Manager that may be held at the Swimming Pool and during the hours of operation of the Hotel pool bar/nightclub.

The Strata Corporation will be responsible for a portion of the costs related to maintaining, repairing and replacing the Shared Recreational Amenities, either pursuant to an unregistered Cost-Sharing Agreement, as contemplated in subsections 3.8(b) and 7.4(f), or pursuant to the provisions of the applicable easement agreement itself. The Strata Corporation’s estimated share of costs relating to the Shared Recreational Amenities is included in the interim budget attached hereto as Exhibit C. Use of the restaurant, spa and pool bar/nightclub within the Hotel by owners and occupants of the Strata Lots will be on a user-pay basis on the same basis as members of the public.

(c) Other Facilities and Services

The garbage and recycling rooms for the Development will be located within the P01 level of the Hotel, and the use of the cardboard compactor for the Hotel, also located on the P01 level, will be shared with the Hotel by the Strata Corporation and the owners and occupants of the Strata Lots. Pursuant to one or more easements (which easements may be included in the easement described in paragraph 4.4(b)(iv) or in separate easement agreements) to be registered against title to the Remainder in favour of the Residential Airspace Parcel, the Strata Corporation and owners and occupants of the Strata Lots will have the right to access and use the residential garbage and recycling areas and the cardboard compactor. The Hotel will clean, maintain and repair the garbage and recycling area and the cardboard compactor, and the Strata Corporation will be responsible for the costs of cleaning and maintaining the garbage and recycling area and for a portion of the costs related to the use, repair, maintenance and replacement of the cardboard compactor, either pursuant to an unregistered Cost-Sharing Agreement, as contemplated in subsection 3.8(b) and 7.4(f), or pursuant to the provisions of the applicable easement agreements themselves, or a combination thereof.

Landscaping in front of the residential entrance to the Development on Georgia Street (which entrance will be located in the Hotel Remainder and which owners, occupants and visitors of the Development will be entitled to access pursuant to an easement as contemplated in paragraph 4.4(b)(i)) will be installed, maintained and replaced by the Hotel to ensure that its appearance and standard is consistent with the Hotel. The Strata Corporation will be responsible for the costs of



installing (other than initial installations and plantings for which the Developer will be responsible), maintaining and replacing such landscaping, either pursuant to an unregistered Cost-Sharing Agreement, as contemplated in subsections 3.8(b) and 7.4(f), or pursuant to the provisions of the applicable easement agreement itself.

Certain components, rooms, facilities, utilities, access and egress routes, systems, services, service rooms and equipment required for the operation of the Development, including, without limitation, a heat exchange room, electrical and mechanical rooms, pump room, security room, chiller room, property management space, emergency generator systems, fire stairs and other equipment, vents, ducts and fans, fire safety equipment, damping tanks, façade maintenance equipment, external façade lighting, irrigation system, building security system, standby power facilities, central hot water plant, cooling tower, sanitary drainage, stormwater drainage, building ventilation system, and security gates (collectively, the “**Shared Facilities**”) will be located within the Development or the Hotel and their use will be shared by the Development and the Hotel pursuant to registered easement agreements relating to such shared use (see section 4.4). The costs thereof, including, without limitation, costs for staffing, operating, cleaning, maintaining, repairing and replacing the Shared Facilities (collectively, the “**Shared Facilities Costs**”) will be shared by the Hotel and the Strata Corporation on a fair and reasonable basis in accordance with formulas to be set out in such registered easement agreements or in one or more separate Cost-Sharing Agreements (as defined in subsection 7.4(f)). The Developer, as registered owner of the Residential Airspace Parcel, will cause the Strata Corporation to enter into or assume such easement agreements and Cost-Sharing Agreements upon the deposit of the Strata Plan in the Land Title Office and, accordingly, the Strata Corporation will assume responsibility for the cost-sharing obligations under such Cost-Sharing Agreements or easement agreements that relate to the Development.

It is intended that the Hotel Manager will manage, maintain, operate and staff, as applicable, the Shared Facilities and the allocation of the Shared Facilities Costs in accordance with such easement and/or Cost-Sharing Agreements or a separate shared facilities management agreement.

The Development will include two loading bays (the “**Loading Bays**”). The Loading Bays will be designated as Common Property and will be located on Floor 01 of the Development, as indicated on the Preliminary Plan. The Loading Bays will be available for shared use by owners and occupants of the Strata Lots and Hotel Owner and employees of the Hotel pursuant to an easement to be registered on title to the Residential Airspace Parcel, as more particularly described in section 4.4(b)(ii).

The Strata Corporation’s estimated share of costs relating to the shared services, equipment, facilities and other items described in this subsection 3.3(c) is included in the interim budget attached hereto as Exhibit C.

3.4 Limited Common Property

Limited Common Property (“**Limited Common Property**”) is an area within the Common Property that is designated for the exclusive use of one or more Strata Lot owners, as shown on the Strata Plan. Strata Lot owners will be responsible for maintaining and repairing Limited Common Property which they use, except the following which the Strata Corporation must maintain and repair:

- repair and maintenance that in the ordinary course of events occurs less than once a year;
- the structure and exterior of the building;
- chimneys, stairs, balconies, trellises and other things attached to the exterior of a building;
- doors, windows or skylights on the exterior of a building or that front on the Common Property;
- fences, railings and similar structures that enclose balconies, terraces patios and decks; and
- parking, whether or not it is designated as Limited Common Property.

Common expenses of the Strata Corporation that relate to repairing and maintaining Limited Common Property will be allocated only to those Strata Lots entitled to use that Limited Common Property, and will be shared among such Strata Lots on the basis of their relative Unit Entitlement (as defined in section 3.1). Any special levy, however, which relates to Limited Common Property, will be paid for by the owners of all Strata Lots in the Development in proportion to the relative Unit Entitlement of the Strata Lots.

The Developer will designate the areas shown as balconies and patios on the Preliminary Plan as Limited Common Property for the appurtenant Strata Lot. The Developer will also designate each rooftop patio area on Floor 70 of the Preliminary Plan as Limited Common Property for the appurtenant penthouse Strata Lot. The Developer may designate other areas shown on the Preliminary Plan and/or as contemplated in this Disclosure Statement as the Developer considers appropriate upon depositing the Strata Plan for registration in the Land Title Office, and reserves the right to alter such designations prior to the deposit of the Strata Plan.

A designation of Limited Common Property on the Strata Plan may only be removed by unanimous resolution of the members of the Strata Corporation.

3.5 Bylaws

The bylaws (the “**Bylaws**”) of the Strata Corporation will be the Schedule of Standard Bylaws attached to the *Strata Property Act* amended as set out in Exhibit E to this Disclosure Statement. A copy of the Schedule of Standard Bylaws, current as of the date of this Disclosure Statement, is also attached as part of Exhibit E. The bylaw amendments will be filed for registration in the Land Title Office, in Form Y under the *Strata Property Act*, concurrently with the Strata Plan.

Prospective purchasers should carefully review the Bylaws, which govern certain of the affairs of owners of Strata Lots and the Strata Corporation and provide for the control, management,



administration, use and enjoyment of the Strata Lots and the Common Property. Without limiting the significance of other provisions of the Bylaws, the Bylaws impose certain restrictions regarding pets, rentals and the use and resale of the Strata Lots and certain other matters, which are generally summarized as follows:

- Bylaw 3(1) provides that an owner, tenant, occupant or visitor must not use a Strata Lot, the Common Property or common assets in a way that causes a nuisance or hazard to another person, causes unreasonable noise, unreasonably interferes with the rights of other persons to use and enjoy the Common Property, common assets or another Strata Lot, is illegal or is contrary to a purpose for which the Strata Lot or Common Property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- Bylaw 3(3) provides that an owner, tenant, occupant or visitor must ensure that all animals (other than cats) are leashed or otherwise secured when on the Common Property or on land that is a common asset.
- Bylaw 3(4) provides that an owner, tenant or occupant must not keep any pets on a Strata Lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 4 caged birds; or
 - (d) dogs or cats, provided that the total number of dogs and cats does not exceed two.
- Bylaw 3(6) provides that no vicious dogs (as defined in the Bylaws) are permitted permanently, temporarily or otherwise in any Strata Lot, or on any portion of the Common Property or Limited Common Property.
- Bylaw 3(8) contains various restrictions on the use of a Strata Lot by an owner, tenant or occupant thereof, and should be reviewed carefully by prospective purchasers of Strata Lots.
- Bylaw 3(9) provides that an owner, tenant or occupant of a Strata Lot will use the Strata Lot only for residential purposes and other purposes ancillary to residential purposes and for no other purposes whatsoever.
- 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 one year without the approval of the Licensor, in its sole discretion.
- Bylaw 35 provides that in no event may the Development, or any portion thereof, be used for Casino and Gaming Activities (as hereinafter defined) without the prior written consent of the Licensor, which may be withheld in the Licensor's sole discretion. In the event of a breach of this bylaw, the Licensor will have the immediate right to remove the



Licensed Mark and Composite Mark (each as defined in subsection 7.4(a)) from the Complex and terminate any agreement with respect to such Licensed Mark and Composite Mark. The term “**Casino and Gaming Activities**” means the business of owning, operating, managing or developing a casino or similar facility for the taking or receiving of bets or wagers upon the result of games of chance or skill, including hotel, dockside, riverboat, cruise ship, transportation, entertainment, sports, resort, bar, restaurant and retail services in connection with any of the foregoing activities.

In addition, the Bylaws impose certain other restrictions regarding the use of the Strata Lots as more particularly set out therein.

The Bylaws provide that certain of the bylaws contained therein, including bylaw 33 and bylaw 35 (each of which is summarized above) and certain other bylaws set out in the Bylaws, will no longer apply if the License Agreement expires or is terminated.

3.6 Parking and Storage

(a) Parking Facility

The Common Property will include approximately 296 parking stalls for the use of the owners and occupants of the Strata Lots (the “**Resident Stalls**”). The Resident Stalls will be located on levels P07, P06, P05, P04, P03 and P02 of a seven-and-a-half level underground concrete parking facility (the “**Parking Facility**”) for the Complex. Certain of the Resident Stalls will be located in secured private garages that may also contain storage lockers (the “**Private Garages**”). The Resident Stalls will be separated from the Hotel Stalls (as defined below) in the Parking Facility by a security gate. In accordance with City bylaws, certain Resident Stalls may be smaller than other Resident Stalls and some of the Resident Stalls may have more limited overhead capacity than other Resident Stalls and, in each case, may be able to accommodate use by small cars only. The Developer will allocate Resident Stalls in its discretion without reference to the size of a particular Strata Lot purchaser’s vehicle(s) and will have no responsibility or liability therefor.

Approximately ten of the Resident Stalls (the “**Visitor Stalls**”) will be designated for the use of visitors to the Development and will be located on the same side of the security gate as the Resident Stalls.

A portion of the Parking Facility will be located in the Remainder and is intended to include approximately 50 parking stalls (the “**Hotel Stalls**”) on levels P03, P02 and P01 of the Parking Facility for use by the owners, guests and employees of the Hotel. Six of the Hotel Stalls (the “**Co-op Stalls**”) will be reserved for the parking of six shared four-wheeled automobiles (the “**Co-Op Vehicles**”) and will be located on level P1, as more particularly described in paragraph 4.3(b)(iii).



(b) Handicapped Stalls

Approximately nine of the Resident Stalls (the “**Handicapped Stalls**”) will be designed, in accordance with the requirements of the City, to accommodate vehicles driven by individuals who have a loss, or a reduction, of functional ability and activity (including persons in wheelchairs and persons with sensory disabilities). It is intended that three of the Handicapped Stalls will be located on each of levels P04, P05 and P06 of the Parking Facility. While the Handicapped Stalls may be assigned to owners of Strata Lots who are not eligible to receive a disabled person’s parking permit from the applicable government authority, if an owner of a Strata Lot or his or her spouse, dependent child or tenant is eligible to receive a disabled person’s parking permit and resides in the Strata Lot, then an owner (assuming that owner and his or her spouse, dependent child or tenant residing in the Strata Lot are not eligible to receive a disabled person’s parking permit) who has been assigned a Handicapped Stall may be required by the Strata Corporation to exchange (at no cost to the other owner) that Handicapped Stall for the Resident Stall that has been assigned to the Strata Lot owned by the other owner. Section 40 of the Bylaws and section 4.04 of the Parking and Storage Lease (as defined below) contain a description of the re-allocation mechanism for the Handicapped Stalls.

(c) Electric Vehicle Stalls

Approximately 60 of the Resident Stalls (the “**Electric Vehicle Stalls**”) will be equipped with individual electric car chargers and are intended for parking and re-charging electric vehicles. While the Electric Vehicle Stalls may be assigned to owners of Strata Lots who do not drive electric vehicles, if an owner of a Strata Lot or his or her spouse, dependent child or tenant, from time to time, owns or leases an electric vehicle and resides in the Strata Lot, then an owner (assuming that owner, his or her spouse, dependent child or tenant residing in the Strata Lot does not own or lease an electric vehicle) who has been assigned an Electric Vehicle Stall may be required by the Strata Corporation to exchange (at no cost to the other owner) that Electric Vehicle Stall for the Resident Stall that has been assigned to the Strata Lot owned by the other. Section 40 of the Bylaws and section 4.05 of the Parking and Storage Lease (as defined below) contains a description of the re-allocation mechanism for the Electric Vehicle Stalls.

(d) Storage Rooms and Bicycle Storage Lockers

The Common Property will include approximately 20 secured storage rooms (the “**Storage Rooms**”) on levels P06, P05, P04, P03 and P00 of the Parking Facility for the use of owners and occupants of certain Strata Lots to which the Storage Rooms are allocated, as provided below.

In addition, the Common Property will include approximately 218 individual secured bicycle lockers (the “**Bike Lockers**”) within rooms on levels P00 and P03 of the Parking Facility and on a mezzanine level within the Residential Airspace Parcel that will be located between levels P01 and P00 in the Parking Facility.

(e) Parking and Storage Lease

Prior to the deposit of the Strata Plan, the Developer, as landlord, will enter into a long-term lease generally in the form attached as Exhibit B to this Disclosure Statement (the “**Parking and Storage Lease**”) with a company related to the Developer (the “**Tenant**”). Pursuant to the Parking and Storage Lease, all of the Resident Stalls (other than the Visitor Stalls), the Private Garages (including associated storage areas, if any), the Storage Rooms and the Bike Lockers will be leased to the Tenant. Following the deposit of the Strata Plan in the Land Title Office, the Developer will cause the Strata Corporation to assume the Parking and Storage Lease, as landlord, and, at the Developer’s option, may cause the Tenant to assign the Parking and Storage Lease back to the Developer, as tenant. At the Developer’s option, there may be separate leases for (i) all of the Resident Stalls (other than the Visitor Stalls), (ii) each or all of the Private Garages (including associated storage areas, if any), (iii) each or all of the Storage Rooms and (iv) all of the Bike Lockers. In such event, the form of the Parking and Storage Lease attached as Exhibit B to this Disclosure Statement will be amended accordingly, but the description of the Parking and Storage Lease in this section 3.6 applies to each such lease. At the Developer’s sole option, the Parking and Storage Lease or a document securing or evidencing the Parking and Storage Lease including, without limitation, an option to lease, may be registered against title to the Lands, the Residential Airspace Parcel or the Common Property, or any of them (the “**Parking Lease Encumbrance**”).

Although the Strata Plan will designate the Resident Stalls, the Private Garages, the Storage Rooms and the Bike Lockers as Common Property, this designation will be subject to the Parking and Storage Lease and, if applicable, the Parking Lease Encumbrance. Accordingly, the owners and occupants of the Strata Lots will not have any right to use any Resident Stalls, Private Garages, Storage Rooms or Bike Lockers except as set out below.

Each purchaser of a Strata Lot may be allocated the exclusive use of zero, one or more than one Resident Stall, Private Garage, Storage Room and/or Bike Locker depending on the terms of the contract of purchase and sale entered into by the purchaser and the Developer in connection with the purchase of such Strata Lot. If the Developer and the purchaser of a Strata Lot agree that the purchaser of the Strata Lot is entitled to the use of one or more Resident Stalls, Private Garages, Storage Rooms and/or Bike Lockers, then, upon the transfer of the Strata Lot to the purchaser, the Tenant or Developer, as the case may be, will partially assign to such purchaser the interest of the Tenant or the Developer, as the case may be, under the Parking and Storage Lease (or applicable individual lease) with respect to the number, if any, of Resident Stall(s), Private Garage(s), Storage Room(s) and/or Bike Locker(s), to which the purchaser is entitled under its contract of purchase and sale.

The Tenant or the Developer, as the case may be, reserves the right to repurchase the right to the exclusive use of any available Resident Stalls, Private Garages,



Storage Rooms and/or Bike Lockers and to sell the right to the exclusive use of any available Resident Stalls, Private Garages, Storage Rooms and/or Bike Lockers to the owners and occupants of the Strata Lots and the Strata Corporation on terms established from time to time by the Tenant or the Developer, as the case may be, without compensation to the owners of the Strata Lots or to the Strata Corporation. In addition, the Tenant or the Developer, as the case may be, reserves the right to retain and rent any unallocated Resident Stalls and Private Garages on an hourly, daily or monthly basis to the owners of the Strata Lots or to the Strata Corporation on terms established from time to time by the Tenant or the Developer, as the case may be, without compensation to the owners of the Strata Lots or the Strata Corporation.

The owners and occupants of the Strata Lots will not have the right to use any of the Resident Stalls, Private Garages, Storage Rooms or Bike Lockers unless they hold the right to the exclusive use in respect of such Parking Stall(s), Private Garage(s), Storage Room(s) or Bike Locker(s), pursuant to the Parking and Storage Lease as partially assigned to them. Such right to exclusive use will terminate upon the termination of the Parking and Storage Lease.

(f) Changes to Parking Facility

The configuration and size of the Parking Facility and the total number of Resident Stalls, Private Garages, Storage Lockers and Bike Lockers is subject to alteration by the Developer without notice and compensation to the Strata Corporation and/or purchasers of the Strata Lots.

If the Developer deems it more appropriate, at its option, the Developer may grant to the owners of the Strata Lots rights of use to some or all of the Resident Stalls, Private Garages, Storage Lockers and/or Bike Lockers substantially similar to the rights described above, by the implementation of a different legal structure including, without limitation, by designating the same on the Strata Plan as Limited Common Property for a specific Strata Lot.

3.7 Furnishings and Equipment

(a) Strata Lots

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

- (i) refrigerator;
- (ii) gas cooktop/electric oven;
- (iii) dishwasher;
- (iv) microwave;



- (v) hood fan;
- (vi) garburator; and
- (vii) washer and dryer.

Certain of the Strata Lots may also include one or more of the following: coffee machine, wine refrigerator, wine tower, warming drawer, freezer and/or steam oven as set out in the Developer's feature sheet.

Any British Columbia social services (sales) tax payable in respect of such equipment and appliances is included in the purchase price for the applicable Strata Lot.

3.8 Budget

(a) Strata Lot Expenses

- (i) Each Strata Lot owner will be responsible for real property taxes for his or her Strata Lot. Property taxes are levied by and payable to the City of Vancouver (the "City").
- (ii) The Strata Corporation will pay for insurance for the Common Property (as described more particularly in section 3.11) and the costs thereof will be prorated amongst the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments.
- (iii) The Strata Corporation will pay for the supply of sewage disposal, domestic hot and cold water, and natural gas to and the heating and cooling of the Strata Lots, and the costs thereof will be prorated amongst the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments.
- (iv) The aggregate cost of all utilities used for the Common Property will be paid by the Strata Corporation and the cost will be allocated to the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments.
- (v) Except for the utilities listed in paragraph (iii) and (iv) above, all utilities, including without limitation electricity, will be separately metered for each of the Strata Lots and will be the responsibility of each Strata Lot owner. Each owner will also be required to arrange directly with a service provider and pay for telephone, cablevision and internet service.

(b) Shared Expenses

The estimated costs that will be incurred by the Strata Corporation in connection with the costs and expenses to be shared between the Hotel and the Strata



Corporation (which costs and expenses are described in this Disclosure Statement and include, without limitation, costs and expenses relating to the facilities, rooms, equipment, amenities, services and landscaping shared between the Hotel and the Strata Corporation) are included in the interim budget attached hereto as Exhibit C in the section entitled “Share of Operating Costs split with Hotel Parcel”, and such costs will be pro-rated to owners of the Strata Lots in proportion to the respective Unit Entitlements of the Strata Lots.

The interim budget attached hereto as Exhibit C also includes the estimated total of the costs to be shared between the Hotel and the Strata Corporation, and the portion of such costs that are to be allocated to each of the Hotel and the Strata Corporation. The Developer has made good faith and commercially reasonable efforts to prepare reasonable estimates of such shared costs and to fairly and reasonably allocate such costs as between the Hotel and the Strata Corporation based on the nature of the costs being shared and the benefit enjoyed by each party in respect thereof, and, in connection therewith, has consulted with third party advisors and consultants with experience in complex, mixed-use projects of a similar nature to the Complex.

(c) Interim Budget

The Developer must pay all expenses of the Strata Corporation up to the end of the month in which the first conveyance of a Strata Lot to a purchaser occurs. An interim budget of operating expenses of the Strata Corporation for the first full year of the Strata Corporation commencing on the first day of the month following the date of the first conveyance of a Strata Lot to a purchaser is attached as Exhibit C to this Disclosure Statement. The interim budget has been prepared in good faith based upon experience with similar projects and current cost estimates, but some or all of such costs are outside the control of the Developer and may vary from those set out in Exhibit C.

Exhibit C also sets out the estimated monthly assessments for the Strata Lots during the initial operating year of the Strata Corporation. Operating expenses in the interim budget have been allocated to the owners of the Strata Lots in accordance with the *Strata Property Act* and the bylaws of the Strata Corporation and included in their monthly assessments. The actual monthly assessments for the initial operating year will be calculated upon the finalization of the Unit Entitlement described in section 3.1.

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



(d) Contingency Reserve Fund

Pursuant to the requirements of the *Strata Property Act*, the Developer will establish a contingency reserve fund by making a one-time contribution to that fund at the time of the first conveyance of a Strata Lot to a purchaser equal to 5% of the estimated operating expenses as set out in the interim budget attached at Exhibit C to this Disclosure Statement. A contingency reserve fund is established to pay for common expenses that usually occur less often than once a year or do not usually occur.

The interim budget of the Strata Corporation attached hereto as Exhibit C includes a contingency reserve fund component of 5% of the estimated operating expenses (which is in addition to the 5% contributed by the Developer). However, the Strata Corporation's contribution to the contingency reserve fund will increase to 10% of the estimated operating expenses after the first annual general meeting of the Strata Corporation and is required to remain at 10% each year until the contingency reserve fund is at least equal to 25% of the estimated operating expenses in the then current budget at which time the Strata Corporation can approve a different amount.

(e) Interim Budget Shortfalls

If the Strata Corporation's actual expenses for the period commencing the first day of the month following the date of the first conveyance of a Strata Lot to a purchaser until the first annual general meeting of the Strata Corporation (at which a new budget is approved), exceed the estimated expenses for that period set out in the interim budget attached as Exhibit C, the *Strata Property Act* requires the Developer to pay the shortfall to the Strata Corporation within eight weeks after the first annual general meeting. In addition to paying the amount of the shortfall, the *Strata Property Act* would require the Developer to pay the Strata Corporation a penalty in the amount of twice the shortfall if the actual expenses are more than 10% but less than 20% greater than the estimated expenses set out in the interim budget, and three times the shortfall if the actual expenses are more than 20% greater than the estimated expenses set out in the interim budget.

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

3.9 Utilities and Services

The Development will be serviced by a water system, electricity, natural gas, steam, sewerage, garbage collection, fire protection, telephone, cablevision and road access.

Electricity will be provided to the Development and the Hotel by BC Hydro. Each Strata Lot will be serviced by a separate electrical panel and will be billed directly by BC Hydro.



There will be one main water meter for both the Development and the Hotel, but two individual sub-meters will be used for the purposes of cost allocation between the Development and the Hotel, which will be dealt with in accordance with the applicable easement agreement or Cost-Sharing Agreement.

Steam will be provided by Central Heat Distribution Ltd. and will be separately metered and billed to the Development and the Hotel, respectively.

Natural Gas will be provided by FortisBC and will be separately metered and billed to the Development and the Hotel, respectively.

It is anticipated that garbage collection, fire alarm monitoring and recycling will be provided by private contractors pursuant to contracts to be entered into or assumed by the Strata Corporation prior to the conveyance of any Strata Lots to purchasers.

The share of the foregoing utilities and services (other than telephone and cablevision) that will be billed by the applicable utility or service provider to the Development will be paid by the Strata Corporation and prorated among the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments.

Telephone and cablevision is to be arranged and paid for by each Strata Lot owner as set out in paragraph 3.8(a)(v).

The wires, cables and other equipment (the “**Telecommunications Equipment**”) for the provision of telephone, cablevision and certain other future telecommunication services may be owned by the supplier of such services in which case the Telecommunications Equipment would not form part of the Common Property.

3.10 Strata Management Contracts

Prior to the completion of the sales of the Strata Lots, the Developer intends to cause the Strata Corporation to enter into a management agreement (the “**Strata Management Agreement**”) with a property management company (the “**Property Manager**”), with respect to the control, management and administration of the Common Property. The Property Manager will not be affiliated with the Developer but will have been approved by the Licensor in accordance with the requirements of the License Agreement.

Under section 24 of the *Strata Property Act*, the Strata Management Agreement will terminate automatically four weeks after the date of the second annual general meeting of the Strata Corporation unless the Strata Corporation, by majority vote at the second annual general meeting, resolves to continue the contract. The Strata Management Agreement may also be terminated at any time on two months’ notice: (i) by the Strata Corporation if the cancellation is approved by a 3/4 vote at a meeting of the Strata Corporation, and (ii) by the property manager.

Bylaw 37 of the Bylaws provides that notwithstanding that a quorum may have been achieved for the holding of the applicable meeting of the Strata Corporation, the quorum required to validly pass a resolution of the Strata Corporation approving the termination of the Strata Management Agreement or any other contract entered into from time to time by or on behalf of



the Strata Corporation for the provision of strata management services to the Strata Corporation is eligible voters holding 75% of the Strata Corporation's votes in person or by proxy. The Bylaws provide that Bylaw 37 will no longer apply if the License Agreement expires or is terminated.

As set out in subsection 7.4(a), the Licensor will be entitled to terminate the License Agreement if the Strata Management Agreement is terminated and, in that case, the Development would no longer be entitled to be referred to as "The Residences at Trump International Hotel and Tower® Vancouver".

3.11 Insurance

The Developer will cause the Strata Corporation, on its creation by deposit of the final surveyed Strata Plan in the Land Title Office, to obtain the following insurance coverage, as required by the *Strata Property Act*:

- (a) full replacement insurance on the Common Property, common assets, buildings and fixtures built or installed on the Strata Lots by the Developer as part of the original construction, including floor and wall coverings and electrical and plumbing fixtures, but excluding, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other similar items; and
- (b) liability insurance for property damage and bodily injury in an amount not less than \$2,000,000.

The items described in subsection 3.11(a) above will be insured against major perils, including fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts. The insurance policies for the items identified in subsection 3.11(a) and 3.11(b) will name, at the cost of the Strata Corporation, the Trump Indemnified Parties (as defined in subsection 7.4(l)) as additional insureds in accordance with the requirements of the License Agreement.

The Developer will also cause the Strata Corporation to obtain errors and omissions insurance for the strata council members. Each purchaser will be responsible for insuring personal property in his or her own Strata Lot and taking out public liability insurance in respect of his or her Strata Lot when the transfer of the Strata Lot from the Developer is completed. The Developer may recover a portion of the first year's insurance premium from the Strata Lot purchasers by way of an adjustment at the time of closing as provided for in the applicable purchase and sale agreements.

In addition to the foregoing, the License Agreement will obligate the Strata Corporation to obtain and maintain during the term of the License Agreement certain additional insurance policies or coverage with respect to the Common Property and the Strata Corporation which exceed the types and limits of coverage required by the *Strata Property Act* or otherwise typically obtained by strata corporations, including, without limitation, those policies and types of coverage described in the Bylaws. Accordingly, it is anticipated that the costs incurred by the Strata Corporation for insurance will be higher than are typical for strata corporations.

The Developer may elect to cause the Strata Corporation to obtain the insurance coverage referred to in subsection 3.11(a) jointly with the Hotel Owner's property coverage relating to the Hotel. In such an event, the premiums payable in respect of such coverage and, depending on the nature or location of insured damage, any deductibles payable in connection with any claims made thereunder, will be shared by the Hotel and the Strata Corporation on a proportionate basis as set out in registered easement agreements or unregistered Cost-Sharing Agreements.

The estimated cost to the Strata Corporation of maintaining the insurance coverage described in this section 3.11 is reflected in the interim budget of operating expenses of the Strata Corporation attached as Exhibit C to this Disclosure Statement. Such costs will be prorated amongst the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments.

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 will file a 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. 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 Form J, 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 one year will require the consent of the Licensor (as more particularly described in section 3.5). A copy of the form of rental disclosure statement to be filed is attached as Exhibit F to this Disclosure Statement.

4. **TITLE AND LEGAL MATTERS**

4.1 Legal Description

The Development will be located within the Residential Airspace Parcel which will be created (along with the Remainder) upon the subdivision of the lands currently legally described as:

Parcel Identifier: 018-658-628
Lot F
Block 17
District Lot 185
Plan LMP14977

(the "**Lands**").

4.2 Ownership

- (a) The Registered Owner (being West Georgia Holdings Inc.) is the registered owner of the Lands.

- (b) The Registered Owner holds legal title to the Lands as nominee, agent and bare trustee for and on behalf of the Partnership, as beneficial owner.

4.3 Existing Encumbrances and Legal Notations

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

(a) Legal Notations:

- (i) *Hereto is annexed Easement BB1326281 over Lot B, Block 17, Plan 13854*

This legal notation indicates that the Lands have the benefit of an easement over Lot B, Block 17, District Lot 185, Plan 13854 (“**Lot B**”), a property adjacent to the Lands, which provides that the owner of the Lands may use and encroach upon portions of Lot B for shoring, underpinning and crane swing purposes in connection with the development of the Lands.

- (ii) *Hereto is annexed Easement BB1326282 over Lot B, Block 17, Plan 13854.*

This legal notation indicates that the Lands have the benefit of an easement over Lot B that permits certain existing shoring and foundation works currently encroaching onto Lot B to be maintained for so long as any building to be built as part of the development of the Lands exists.

- (iii) *Notice of Interest, Builders Lien Act (S.3(2)), See BB4008333 Filed 2011-08-17.*

This legal notation is a routine filing made by the Registered Owner under the *Builders Lien Act* (British Columbia) to warn other persons that its interest in the Lands is not bound by a claim of builders lien in respect of improvements on the Lands unless the improvements were undertaken at the express request of the Registered Owner. See paragraph 4.3(d)(i) for information concerning the discharge of this legal notation.

(b) Legal Encumbrances:

- (i) *Easement BJ185758 appurtenant to Lot G Block 17 LMP20826*

This encumbrance is an easement over the Lands in favour of Lot “G”, Block 17, District Lot 185, Plan LMP20826 (“**Lot G**”), a property adjacent to the Lands but separated by a lane that runs between West Georgia Street and Melville Street, which provides that the owner of Lot



G may use and encroach upon portions of the Lands for shoring, underpinning and crane swing purposes in connection with the future development of Lot G.

(ii) *Covenant BB841738*

This encumbrance is a covenant in favour of the City of Vancouver (the “City”) pursuant to section 219 of the *Land Title Act* (British Columbia) which provides that no building or structure will be built on the Lands except in accordance with the covenant. The covenant provides that the Registered Owner must pay to the City 40% of certain public art assessment amounts (the “**Public Art Assessment Amounts**”) prior to the issuance of an occupancy permit for any building or structure on the Lands, and must secure those amounts prior to the issuance of a building permit for any such building or structure. During construction of any such building or structure, the Registered Owner must install certain public art on the Lands at a cost equal to 60% of the Public Art Assessment Amounts and complete such installation prior to the issuance of any occupancy permit for any building or structure on the Lands. The City’s Public Art Policies and Guidelines attached to this covenant as Schedule A provide that such public art must be maintained in good repair for the life of the Development.

The covenant also provides that the Registered Owner may be relieved of the obligation to install the public art by electing, prior to the issuance of an occupancy permit for any building or structure on the Lands, to pay to the City 60% of the Public Art Assessment Amounts.

See paragraph 4.3(d)(ii) for information concerning the discharge of this encumbrance.

(iii) *Covenant BB1674038, Statutory Right of Way BB1674039 and Covenant BB1674040*

These encumbrances include covenants pursuant to section 219 of the *Land Title Act* (British Columbia) and a statutory right of way, all in favour of the City, establishing requirements relating to the provision and use by the public and maintenance of, and access to, the Co-Op Stalls and the Co-Op Vehicles within the Complex.

See paragraph 4.3(d)(iii) for additional information concerning these encumbrances.

(iv) *Statutory Right of Way BB1674042 and Covenant BB1674043*

Covenant BB1674043 is a covenant pursuant to section 219 of the *Land Title Act* (British Columbia) in favour of the City providing that prior to the issuance of an occupancy permit for any building or structure on the

Lands, (1) the City will have completed the upgrading of a sanitary sewer system in the lane north of the 1100 block of West Georgia Street and any road work or landscaping necessitated by such sanitary sewer system (collectively, the “**City’s Works**”), and (2) the Registered Owner must perform and fulfill certain rezoning conditions (the “**Rezoning Conditions**”), including the obligation to pay for the City’s Works. The Registered Owner cannot apply for an occupancy permit for any building or structure on the Lands and the City is under no obligation to issue one until the Rezoning Conditions and the City’s Works are complete.

Statutory Right of Way BB1674042 permits the City to enter upon the Lands at all times until the Rezoning Conditions are fulfilled and the City’s Works are completed, for the purposes of inspecting any work undertaken pursuant to the Rezoning Conditions and for performing the City’s Works.

These encumbrances provide that the City will discharge these encumbrances from title to the Lands upon fulfillment and performance of the Rezoning Conditions to the satisfaction of the City Engineer, acceptance by him of any works performed pursuant thereto, and completion of the City’s Works to the satisfaction of the City Engineer, and full payment of monies payable to the City pursuant to the agreement containing Statutory Right of Way BB1674042 and Covenant BB1674043.

(v) *Easement BB1326283 appurtenant to Lot B, Block 17, Plan 13854*

This encumbrance is an easement over the Lands in favour of Lot B which provides that the owner of Lot B may use and encroach upon portions of the Lands for shoring, underpinning and crane swing purposes in connection with the redevelopment of Lot B. This easement grants reciprocal rights to those granted in favour of the Lands in Easement BB1326281 referred to in paragraph 4.3(a)(i).

(vi) *Easement BB1326284 appurtenant to Lot B, Block 17, Plan 13854*

This encumbrance is an easement over the Lands providing that any existing encroachment of the building located on Lot B onto the Lands may be maintained for so long as such building exists. It grants reciprocal rights to those granted in favour of the Lands in Easement BB1326282 referred to in paragraph 4.3(a)(ii).



(c) Pending Legal Notations and Encumbrances:

(i) *Section 219 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.

(ii) *Easement CA3382864*

This encumbrance is an easement over the Adjacent Property in favour of the Lands to permit access to and the use and benefit of certain devices, works, systems, services, connections or arrangements installed or to be installed 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.

(iii) *Priority Agreement CA3382865*

This is a priority agreement granting Easement CA3382864 priority over Mortgages BX604470 (modified by BB1760164), BB1759895 and BB1759868 and Assignment of Rents BX604471.

(iv) *Easement CA3382866*

Easement CA3382866 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 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.

(v) *Covenant CA3382867*

This encumbrance is a covenant pursuant to section 219 of the *Land Title Act* (British Columbia) granted in connection with Easement

CA3382864 and Easement CA3382866 and providing 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.

(vi) *Priority Agreement CA3382868*

This is a priority agreement granting Covenant CA3382867 priority over Mortgages BX604470 (modified by BB1760164), BB1759895 and BB1759868 and Assignment of Rents BX604471.

(d) Discharge of Certain Registered Encumbrances

- (i) It is expected that the Developer will cause the legal notation described in paragraph 4.3(a)(iii) to be discharged from title to each Strata Lot in connection with the Strata Lot's transfer to a purchaser.
- (ii) The Developer intends to satisfy the requirements of the encumbrance described in paragraph 4.3(b)(ii) in connection with construction of the Complex. The costs of maintaining and repairing any public art installed on the Lands will be shared by the Hotel and the Strata Corporation and such cost-sharing obligations will either be set out in the easement referred to in paragraph 4.4(b)(iv) or in a Cost-Sharing Agreement (as contemplated in subsection 7.4(f)), which, in either case, the Developer will cause the Strata Corporation to assume.
- (iii) The Developer intends that the Co-Op Stalls will all be located within the Remainder. Accordingly, upon the subdivision of the Lands to form the Residential Airspace Parcel and the Remainder, the Developer intends to request that the City discharge the encumbrances described in paragraph 4.3(b)(iii) from title to the Residential Airspace Parcel, in which event such encumbrances will not affect title to the Strata Lots. However, if the City does not agree to discharge such encumbrances from title to the Residential Airspace Parcel, then such encumbrances will remain registered against title to the Residential Airspace Parcel, and, upon registration of the Strata Plan, against title to the Strata Lots and Common Property.



4.4 Proposed Legal Encumbrances

The following additional encumbrances may be registered against the title to the Lands, the Residential Airspace Parcel, and/or the Remainder and may affect title to the Strata Lots or the Common Property:

- (a) a restrictive covenant providing that the Common Property will only be used, operated and maintained in accordance with the Operating Standards (as defined in subsection 7.4(a)), an easement in favour of the Hotel to allow the Hotel Owner, the Developer or the Hotel Manager to come onto the Common Property to carry out any work to ensure compliance with such restrictive covenant and an equitable charge securing the Strata Corporation's obligation to reimburse the Licensor or the Developer, as applicable, for all costs incurred in doing so and each Strata Lot owner's liability for their proportionate share of the Strata Corporation's obligation in accordance with the *Strata Property Act*.
- (b) one or more agreements providing for the following:
 - (i) certain easements in favour of the Residential Airspace Parcel over certain portions of the Remainder such as lobbies, stairwells, elevators, elevator shafts, utility rooms, hallways, corridors, rooftops, ramps and drive aisles and other portions of the Remainder, including, without limiting the generality of the foregoing, the following easements in favour of the Residential Airspace Parcel:
 - A. an easement over the Remainder allowing owners, occupants and visitors of the Development pedestrian access over the lower lobby of the Hotel located on Floor 01 for the purposes of access to and egress from the residential lobby, residential elevators and residential stairwell, and for emergency access to and egress from the Residential Airspace Parcel;
 - B. an easement over the Remainder allowing owners and occupants of the Strata Lots to access and use the residential garbage and recycling rooms located on level P01 in the Remainder thereof;
 - C. an easement over the Remainder allowing owners and occupants of the Strata Lots to access and use, on a shared basis with the Hotel, the cardboard compactor on level P01 in the Remainder;
 - D. an easement over the Remainder allowing owners and occupants of the Strata Lots to access and use, on a shared basis with the Hotel, certain stairwells within the Parking Facility and the lower lobby for emergency egress;
 - E. an easement regarding vehicular access over the drive aisles in the portion of the Parking Facility located in the Remainder in order



for owners and occupants of the Strata Lots to access the Resident Stalls and Storage Rooms;

- F. an easement for pedestrian access over certain drive aisles, stairwells and ramps within the Remainder for access to portions of the Parking Facility including the Bike Lockers;
 - G. an easement regarding vehicular access over the drive aisles of the Parking Facility located in the Remainder in order for visitors to owners and occupants of the Strata Lots to access the Visitor Stalls and an easement for pedestrian access over the drive aisle and Hotel elevators on level P02 in order for visitors to access the Hotel lobby;
 - H. an easement over the portions of Floor 22 within the Remainder allowing the Strata Corporation and its agents, contractors and employees to access the shared mechanical rooms located thereon; and
 - I. an easement over the Remainder allowing for access to and use of the Shared Recreational Amenities by the owners and occupants of the Strata Lots and containing certain cost-sharing provisions in respect of the use and maintenance thereof. Such easement may also contain restrictions on the times during which the owners and occupants of the Strata Lots may use the Shared Recreational Amenities;
- (ii) certain easements in favour of the Remainder over certain portions of the Residential Airspace Parcel such as lobbies, stairwells, elevators, elevator shafts, utility rooms, hallways, corridors, rooftops, ramps and drive aisles and other portions of the Common Property, including, without limiting the generality of the foregoing, the following easements in favour of the Remainder:
- A. an easement over the drive aisles located on level P06 of the Parking Facility and any stairwells within the Parking Facility which connect Level P06 to the ground floor of the Development for the purpose of allowing Hotel employees to use such portions of the Airspace Parcel for the purpose of emergency egress from the stairwell within the Remainder which connects Levels P07 and P08 within the Remainder to Level P06 of the Parking Facility;
 - B. an easement over the drive aisles and Visitor Stalls on Level P03 of the Parking Facility for the purpose of allowing Hotel employees to use such portions of the Airspace Parcel for driving and turning vehicles owned or leased by the Hotel;



- C. an easement allowing Hotel employees to access and use the residential elevator lobby and the adjacent corridor located on level P00 of the Parking Facility for access to and egress from the hotel elevator and the portion of the Remainder located on such level (including the utilities room);
 - D. an easement allowing Hotel employees to access and use the loading bays on Floor 01 and to use the corridors and freight elevator lobby on Floor 01 for access to and egress from the loading bays and the freight elevator on Floor 01;
 - E. an easement allowing Hotel employees to access and use the residential lobbies located on Floor 01 and the residential elevators and hallways on all floors for the purpose of providing room service and other deliveries to owners and occupants of the Strata Lots when requested and for emergency access to and egress from the Residential Airspace Parcel; and
 - F. an easement over Floor 23, or portions thereof within the Residential Airspace Parcel allowing for access to the shared mechanical, electrical and maintenance rooms and the elevator mechanical room located thereon;
- (iii) reciprocal easements between the Residential Airspace Parcel and the Remainder permitting pedestrian and vehicular access across certain other areas of the Development and the Hotel, respectively, as needed to permit the proper operation and functioning of each component (including, without limitation, for emergency access and egress purposes); and
 - (iv) a comprehensive reciprocal easement agreement between the owners of the Remainder and the Residential Airspace Parcel, which may include a section 219 covenant in favour of the City, addressing, without limitation, support of, access between and utilities and services for the Development and the Residential Airspace Parcel on one hand, and the Hotel and the Remainder on the other hand, and the shared use, operation and maintenance of certain Shared Facilities, and which may include some or all of the other easements and covenants described in this subsection 4.4(b),

which easements may contain cost-sharing provisions;

- (c) modifications or replacements of the existing encumbrances registered against title to the Lands to accommodate any specific requirements in respect of the Complex;
- (d) all encumbrances required or deemed necessary by the City to be registered against title to the Lands, the Residential Airspace Parcel and/or the Remainder in

order to approve all development, building and occupancy permits, and subdivision approvals, in connection with the development of the Lands, the Residential Airspace Parcel and/or the Remainder;

- (e) any and all such other rights of way, easements, restrictive covenants, dedications and other rights or restrictions (i) required by the City, BC Hydro, Telus, FortisBC or any other applicable governmental authority or public or private utility or (ii) deemed necessary or advisable by the Developer in connection with the Development;
- (f) the Construction Security (as defined in section 6.2); and
- (g) a mortgage and other security required by the insurer under the Deposit Protection Contract (as defined in section 7.1).

4.5 Outstanding or Contingent Litigation or Liabilities

The Developer is not aware of any outstanding or contingent litigation or liabilities affecting the Development or the Developer that may affect the Development.

4.6 Environmental Matters

A certificate of compliance (the “**Certificate of Compliance**”) dated October 29, 2012 in respect of the Lands was issued pursuant to the *Environmental Management Act* (British Columbia), confirming that the Lands have been satisfactorily remediated to meet the *Contaminated Sites Regulation* numerical standards in respect of molybdenum, selenium and LEPHw for aquatic life, marine and drinking water uses. The Certificate of Compliance was issued subject to the conditions that: (1) any changes in land, water or sediment use that could invalidate the remediation of the Lands to the relevant numerical standards be promptly identified by the responsible person(s) in a written submission to the Director under the *Environmental Management Act* (British Columbia), in which case an application for an amendment or a new certificate of compliance may be necessary; and (2) a qualified environmental consultant be available to identify, characterize and appropriately manage any environmental media that may be contaminated and may be encountered during any future subsurface work at the Lands.

The Developer will undertake any further work on the Development and the Hotel in accordance with the Certificate of Compliance.

The Developer is not aware of any other dangers or any requirements imposed by the City or other governmental authority connected with the Development in respect to flooding, drainage hazards or the condition of the soil or subsoil, except the foregoing.

5. **CONSTRUCTION AND WARRANTIES**

5.1 Construction Dates

Construction of the Development commenced on or about July 1, 2012. The estimated date for completion of construction of the Development is March 30, 2016.



The foregoing date for completion of construction of the Development is an estimate only and may vary, subject to the provisions of the contracts of purchase and sale for the Strata Lots. In particular, depending on construction schedules, financing arrangements, market conditions and other factors, the date for completion of construction may be advanced to an earlier date or the date for completion of construction may be delayed (or any combination of the foregoing). Purchasers should be aware that the date for completion of construction and completion of the purchase and sale of the Strata Lots may be as late as March 30, 2017, plus 120 days, subject to unavoidable delay, as contemplated in the form of contract of purchase and sale for the Strata Lots attached as Exhibit G to this Disclosure Statement and as described in section 7.2(b).

5.2 Warranties

- (a) The Developer will obtain coverage with respect to home warranty insurance for the Strata Lots with a warranty provider in accordance with the requirements of the *Homeowner Protection Act* (British Columbia) in respect of the following:
 - (i) defects in materials and labour for a period of two years after the date on which the warranty begins¹, as follows:
 - A. in the first 12 months, for other than the Common Property, common facilities and other assets of the Strata Corporation:
 - (1) coverage for any defect in materials and labour; and
 - (2) coverage for a violation of the Building Code²;
 - B. in the first 15 months, for the Common Property, common facilities and other assets of the Strata Corporation:
 - (1) coverage for any defect in materials and labour; and
 - (2) coverage for a violation of the Building Code²;
 - C. in the first 24 months:
 - (1) coverage for any defect in materials and labour supplied for the electrical, plumbing, heating, ventilation and air conditioning delivery and distribution systems;
 - (2) coverage for any defect in materials and labour supplied for the exterior cladding, caulking, windows and doors that

¹ Section 5 of Schedule 3 of the *Homeowner Protection Act Regulation* provides that: (i) the commencement date of the home warranty insurance coverage with respect to the dwelling unit comprising a Strata Lot is the earlier of (a) the actual occupancy of the dwelling unit, and (b) the transfer of the legal title to the Strata Lot; and (ii) the commencement date of the home warranty insurance with respect to the Common Property is concurrent with the first commencement date for a dwelling unit in each separate multi-unit building comprising the Strata Plan.

² Subject to Section 1(2) of Schedule 3 of the *Homeowner Protection Act Regulation* which provides as follows: "Non-compliance with the Building Code is considered a defect covered by home warranty insurance if the non-compliance: constitutes an unreasonable health or safety risk; or has resulted in, or is likely to result in, material damage to the Strata Lot."

- may lead to detachment or material damage to the Strata Lot;
- (3) coverage for any defect in materials and labour which renders the Strata Lot unfit to live in; and
- (4) coverage for a violation of the Building Code²;
- (ii) defects in the building envelope, including a defect which permits unintended water penetration such that it causes or is likely to cause material damage, for a period of five years after the date on which the warranty begins; and
- (iii) structural defects for a period of 10 years after the date on which the warranty begins; as follows:
 - A. any defect in materials and labour that results in the failure of a load bearing part of the Strata Lot; and
 - B. any defect which causes structural damage that materially affects the use of the Strata Lot for residential occupancy.
- (b) Any manufacturer's warranty for appliances and equipment whether located in the Strata Lots or the Common Property will be passed on by the Developer to the purchasers or the Strata Corporation, as the case may be, if and to the extent permitted by such warranty.

5.3 Previously Occupied Building

The Development will not have been occupied prior to the deposit of the Strata Plan in the Land Title Office.

6. APPROVALS AND FINANCING

6.1 Development Approval

(a) Zoning

By-law No. 9195 (being a bylaw to amend By-law 3575, the City's Zoning and Development By-law) (the "**Original Rezoning By-law**"), which rezoned the Lands to CD-1 (446) Comprehensive Development, received final adoption by the City council on November 23, 2005. The Original Rezoning By-law has been amended by By-law No. 9311 (which received final adoption by the City council on June 13, 2006), By-law No. 9575 (which received final adoption by the City council on December 11, 2007) and By-law No. 10092 (which received final adoption by the City council on June 20, 2010) (collectively, the "**Rezoning Bylaw**"). The Rezoning Bylaw permits the form of the Development.

(b) Development Permit

The City issued Development Permit DE410715 on May 14, 2008 and Development Permit DE414213 on November 25, 2011 in respect of the Complex. In connection with certain changes to the form of the Development, the City issued Development Permit DE415966 (the “**Amended Development Permit**”) on October 11, 2013 in respect of the Complex, authorizing the development of the Development.

(c) Building Permit

The City issued Building Permit BU440389 on May 29, 2008 in respect of the Complex. However, the Developer expects to receive an amended building permit from the City which authorizes the construction of the Development in accordance with the Amended Development Permit. The estimated date for the issuance of the amended building permit for the Development is on or before the date that is nine months after this Disclosure Statement is filed with the Superintendent. Once the amended building permit has been issued, the Developer will file with the Superintendent an amendment to this Disclosure Statement setting out particulars of the issued building permit for the Development and will deliver a copy of such amendment to each purchaser.

6.2 Construction Financing

As of the date of this Disclosure Statement the Developer has not yet arranged for a commitment for financing the construction of the Development. The Developer estimates that a financing commitment for the Development will be issued on or before the date that is nine months after the date that this Disclosure Statement is filed with the Superintendent. An amendment to this Disclosure Statement setting out particulars of a financing commitment will be filed with the Superintendent and a copy thereof delivered to each purchaser once a financing commitment is issued.

Following receipt of such commitment, 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 such construction financing commitment (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.

7. MISCELLANEOUS

7.1 Deposits

Subject to legal remedies in respect of defaults under the agreement of purchase and sale entered into between the purchaser and the Developer, and except as otherwise provided in this section 7.1, where required under the *Real Estate Development Marketing Act* (British Columbia) (the “**Real Estate Development Marketing Act**”), all deposits and other monies received from a purchaser of a Strata Lot will be held by the Developer’s

lawyers, Terra Law Corporation, in trust in the manner required by the *Real Estate Development Marketing Act* until such time as:

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

Notwithstanding the foregoing, the Developer may, in its discretion, enter into a deposit protection contract with an approved insurer or another form of security agreement (the “**Deposit Insurance Contract**”) as contemplated by the *Real Estate Development Marketing Act* which allows the deposit to be released to the Developer and used by the Developer for purposes related to the Development, including the construction and marketing thereof, and the deposit protection contract will remain in effect until sections 7.1(a), (b), and (c) have been satisfied.

The insurer under the Deposit Protection Contract, if any, will require the Developer to cause the Registered Owner to grant a mortgage of the Lands and, possibly, other security to secure the Developer’s obligations to such insurer. The Developer will cause any such mortgage and other security to be partially discharged from title to any particular Strata Lot within a reasonable time after completion of the sale thereof.

If the Developer enters into the Deposit Protection Contract, an amendment to this Disclosure Statement setting out the particulars of the Deposit Protection Contract will be filed with the Superintendent and a copy of the amendment will be delivered to each purchaser of a Strata Lot.

7.2 Purchase Agreement

A copy of the Partnership’s form of contract of purchase and sale (the “**Purchase Contract**”) is attached as Exhibit G to this Disclosure Statement. The Purchase Contract provides, among other things, as follows:

- (a) The completion date will be the date identified by written notice given by the Partnership or its solicitors to the purchaser or its solicitors as a date on which the Strata Lot is ready to be occupied, provided Partnership or its solicitors will give not less than 14 days’ notice thereof. The notice of the completion date may be based on the Partnership’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 Partnership may delay the completion date from time to time as required, by written notice of such delay to the purchaser or its solicitors subject to the provisions described in section (b) below.
- (b) If the completion date for the sale of a Strata Lot has not occurred by March 30, 2017, (the “**Outside Date**”), then the Purchase 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 under the Purchase Contract, provided that:

- (i) if the Partnership is delayed from completing construction of the Strata Lot as a result of earthquake, terrorism, 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 Partnership, then the Outside Date will be extended for a period equivalent to such period of delay; and
 - (ii) the Partnership may, at its option, exercisable by notice to the purchaser, in addition to any extension pursuant to the provision described in paragraph 7.2(b)(i) and whether or not any delay described in paragraph 7.2(b)(i) has occurred, elect to extend the Outside Date for up to 120 days.
- (c) Unless all payments on account of the purchase price, together with adjustments thereto as provided in the Purchase Contract, and all other amounts payable under the Purchase Contract are paid by the Purchaser when due, then the Partnership may, at its option:
- (i) terminate the Purchase 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 Partnership 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 Partnership will suffer as a result of the purchaser's failure to pay, when due, any payment on account of the purchase price, together with adjustments thereto as provided in the Purchase Contract, or any other amounts payable under the Purchase Contract, without prejudice to the Partnership's other remedies including, without limitation, the right of the Partnership to pursue the purchaser for any unpaid balance of the deposit and to seek additional damages and, subject to provisions of the *Real Estate Development Marketing Act*, the Partnership's solicitors are irrevocably authorized and directed by the purchaser to pay the amount held by them and such interest as may have accrued thereon to the Partnership upon written demand therefor by the Partnership; or
 - (ii) elect to extend the date for payment or the completion date, as applicable, to a certain date determined by the Partnership, time to remain of the essence of the Purchase Contract and subject to the Partnership'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 Partnership may cancel the Purchase Contract pursuant to the provision described in paragraph 7.2(c)(i) or grant one or more further extensions pursuant to the provision described in paragraph 7.2(c)(ii), at any time after extending the date for payment or the completion date, as the case may be, pursuant to the provision described in paragraph 7.2(c)(ii), if the purchaser fails to make such payment or complete the purchase of the Strata Lot, as the case may be, in accordance with the Purchase Contract on or before such extended date.

- (d) The Partnership may in its sole discretion terminate the Purchase Contract if the Partnership has reasonable grounds to suspect that any part of the transaction contemplated by the Purchase 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 Partnership.
- (e) The purchaser will not sell or assign (or agree to sell or assign) any of its rights, benefits and interests in the Purchase 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 Partnership, which consent may be arbitrarily withheld by the Partnership in the Partnership’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 the Purchase 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 the Purchase 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.

- (f) Any interest earned on the deposit paid pursuant to the Purchase Contract will be for the account of the Partnership. The Partnership 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 Partnership will suffer as a result of the purchaser’s failure to pay any portion of the deposit when required under the Purchase Contract or failure to complete the purchase of the Strata Lot in default of its obligations under the Purchase Contract. If the purchaser fails to pay any portion of the deposit when required under the Purchase Contract or fails to complete the purchase of the Strata Lot in default of his or her obligations under the Purchase Contract, then, subject to the provision described in paragraph 7.2(c)(ii), the Partnership may elect to terminate the Purchase Contract and, in such event, the portion of the deposit that has been paid together with interest thereon will be absolutely



forfeited to the Partnership as liquidated damages, without prejudice to any other remedy which the Partnership may have in respect of the purchaser's default including, without limitation, the right of the Partnership to pursue the purchaser for any unpaid balance of the deposit and to seek additional damages.

- (g) The Partnership is obligated to deliver to the purchaser an amendment (the “**Building Permit Amendment**”) to this Disclosure Statement setting out particulars of the issued building permit in respect of the Development and an amendment (the “**Financing Amendment**”) to this Disclosure Statement setting out particulars of a satisfactory financing commitment in respect of the Development. The Partnership and the purchaser agree that:
- (i) the purchaser may cancel the Purchase Contract for a period of seven days after receipt of the Building Permit Amendment if the layout or size of the Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit;
 - (ii) if the Building Permit Amendment is not received by the purchaser within 12 months after this Disclosure Statement is filed with the Superintendent, the purchaser may at his or her option cancel the Purchase Contract at any time after the end of the 12 month period until the Building Permit Amendment is received by the purchaser, at which time the purchaser may cancel the Purchase Contract for a period of seven days after receipt of the Building Permit Amendment only if the layout or size of the Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit;
 - (iii) if the Financing Amendment is not received by the purchaser within 12 months after this Disclosure Statement is filed with the Superintendent, the purchaser may at his or her option cancel the Purchase Contract at any time after the end of the 12 month period until the Financing Amendment is received by the purchaser;
 - (iv) the amount of the deposit to be paid by the purchaser prior to receiving the Building Permit Amendment and the Financing Amendment will be no more than 10% of the purchase price; and
 - (v) all deposits paid by the purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser pursuant to the provision described in this paragraph 7.2(g).



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.

7.3 Developer's Commitments

There are no commitments made by the Developer that are to be met after completion of the sale of a Strata Lot, except for the following:

(a) **Rolls Royce**

The Hotel Owner intends to enter into a 24 month lease with a vehicle leasing company for a Rolls Royce automobile (the “**Rolls Royce**”), commencing on or about the date the Hotel opens for business to the public. The model of Rolls Royce and any options, selections or customizations related thereto will be selected by the Hotel Owner in its sole discretion.

Pursuant to a use and cost sharing agreement (the “**Rolls Royce Agreement**”) to be entered into between the Hotel Owner and the Developer, and assumed from the Developer by the Strata Corporation, guests of the Hotel and the owners, occupants and tenants of the Strata Lots will be permitted to use the Rolls Royce as passengers on a shared basis, subject to availability, for the purpose of short-distance trips around the downtown peninsula of the City of Vancouver (i.e. trips as far east as Main Street and otherwise not further than any of the bridges connected to the downtown peninsula). Persons using the service will be required to pay additional charges for longer trips. It is expected that an employee of the Hotel will be made available to drive the Rolls Royce during such trips. Individuals will not be permitted to drive the Rolls Royce themselves.

Pursuant to the Rolls Royce Agreement, all leasing, operating and other costs associated with the Rolls Royce (including, without limitation, fuel and insurance) and all costs relating to the Hotel employee driving the Rolls Royce will be shared between the Hotel Owner and the Strata Corporation in accordance with a formula set out in the Rolls Royce Agreement. The Hotel Owner will incur and pay such costs and the Strata Corporation will be obligated to reimburse the Hotel Owner for the Strata Corporation's share of such costs which will be prorated amongst the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments. The Strata Corporation's estimated share of costs relating to the Rolls Royce is included in the interim budget attached hereto as Exhibit C.

The Rolls Royce Agreement may contain other terms and restrictions with respect to the use of the Rolls Royce (including, without limitation, restrictions with respect to the number, frequency and duration of trips for which a given person may use the Rolls Royce and rules concerning the use of the Rolls Royce by relatives of Strata Lot owners and/or other occupants of the Strata Lot including tenants).



It is intended that the Rolls Royce Agreement will have the same term as the lease for the Rolls Royce (being 24 months), and neither party will have the right to terminate the Rolls Royce Agreement during the term thereof. Upon the expiry of the term of the lease for the Rolls Royce and the Rolls Royce Agreement, or the earlier termination of the Rolls Royce Agreement, the owners, occupants and tenants of the Strata Lots will no longer have the right to use the Rolls Royce, unless the Hotel Owner extends or renews the term of the lease and the Hotel Owner and the Strata Corporation mutually agree to extend or renew the Rolls Royce Agreement.

Notwithstanding the foregoing, the Developer may, prior to completion of construction of the Development change the terms, conditions and privileges relating to the Rolls Royce or cancel the program altogether. As such, and also given that the Rolls Royce Agreement may be terminated by the Hotel Owner or the Strata Corporation as described above, a purchaser of a Strata Lot should not base his or her decision to purchase on the availability of the Rolls Royce.

(b) London Air Services

As an incentive to purchasers, each purchaser of a Strata Lot will, upon completion of the purchase and sale of the Strata Lot, be entitled to two (2) hours of flight time in a Bombardier Learjet 75 operated by London Air Services Limited ("LAS") for each \$500,000 of the purchase price for the Strata Lot (not including any applicable taxes). Each two hour period will be pro-rated to the nearest one-tenth of an hour based on a particular purchase price. (As an illustration only, if the purchase price of a Strata Lot is \$1,700,000, then the purchaser thereof would be entitled to 6.8 hours of flight time.) Each purchaser of a Strata Lot will be responsible for any applicable crew expenses or charges for catering or international flight charges and any other additional costs or expenses incurred in connection with such purchaser's use of flight time to which it is entitled pursuant to this incentive, as well as the full cost of any hours of flight time used by the purchaser which exceed the number of hours to which the purchaser is entitled pursuant to this incentive. If such flight hours are not used by a purchaser of a Strata Lot within twelve months after the date of completion of the purchase and sale of the Strata Lot, then the use of such flight hours may be subject to additional fuel and flight fees, to be determined by LAS in its sole discretion. Hours of flight time will have no cash value and cannot be redeemed or refunded, and each hour of flight time can be used once only. Use of flight hours by purchasers who are entitled to same will be coordinated through the concierge for the Development.

For greater certainty, where a Strata Lot is purchased by more than one person or entity, all such purchasers will be entitled to two hours of flight time, in aggregate, between them for each \$500,000 of the purchase price for the Strata Lot, rather than each being entitled to the applicable number of hours of flight time. Any flight hours to which purchasers are entitled have no cash value and cannot in any circumstances be set-off against the purchase price of a Strata Lot



LAS is based in Richmond, British Columbia. Purchasers' use of hours of flight time, and any right of a purchaser to transfer hours of flight time to other persons, may be subject to conditions and restrictions and/or additional fees and charges, in the sole discretion of LAS and over which the Developer has no control. Please see <http://www.londonair.com/> for additional information concerning LAS.

7.4 Other Material Facts

(a) License Agreement

Upon the deposit of the Strata Plan at the Land Title Office, the Developer will cause the Strata Corporation to enter into the License Agreement with the Licensors regarding the use of the mark "Trump International Hotel & Tower®" (the "**Licensed Mark**") and the composite mark "Trump International Hotel & Tower Vancouver®" (the "**Composite Mark**"). The License Agreement will, among other things, govern the rights and obligations of the Strata Corporation and the owners of the Strata Lots with respect to their use of the Licensed Mark and the Composite Mark.

Without limiting the generality of the foregoing, the License Agreement will require the Strata Corporation to pay certain charges to the Licensors (which, in the ordinary course, are not anticipated to be material) and will restrict the right of the Strata Corporation and the owners of the Strata Lots to the use of the Licensed Mark only in the Composite Mark and only for the purposes of identifying (but not marketing or promoting) the building in which the Development is located. The License Agreement will require the Strata Corporation to operate and maintain the Common Property in accordance with the operating standards established by the Licensors (the "**Operating Standards**") as they may be updated from time to time to maintain the standards associated with the Licensed Mark. The Licensors will have the right to terminate the License Agreement and the Property Manager will have the right to terminate the Strata Management Agreement in accordance with their respective terms if the Operating Standards are not maintained.

The License Agreement will further provide that if the Licensors, in its reasonable discretion, determines that the operations and/or management of the Common Property does not comply with the Operating Standards, the Licensors may provide notice of such determination to the Strata Corporation requiring the Strata Corporation to implement any changes to the operations and/or management that are identified in the notice. If the Strata Corporation does not cure the deficiency, the Licensors will be entitled to do so. The Licensors will be entitled to receive reimbursement from the Strata Corporation (or directly from the Strata Lot owners as to their respective proportionate liability for the obligations of the Strata Corporation) for all reasonable costs and expenses of the Licensors in connection with supervising and monitoring the operations of the Strata Corporation or in remedying a deficiency on the Strata Corporation's behalf.



The License Agreement will also provide that, concurrently with giving any notice to the Strata Corporation as aforesaid, the Licensor will also give a copy of such notice to the Developer. In such event, the Developer will have the right to cure the deficiency at its cost, and may seek reimbursement from the Strata Corporation therefor, provided that: (i) the Licensor has not already commenced curing the deficiency; (ii) the Developer co-ordinates with the Licensor and/or the Property Manager to arrange suitable times to complete the work; and (iii) the Developer indemnifies the Licensor and the Strata Corporation against any claims incurred by them as a result of the Developer exercising its right to cure the deficiency.

Costs associated with the maintenance and repair of the Common Property necessary to comply with the Operating Standards and the provisions of the License Agreement will be included in the operating budget of the Strata Corporation, or could be the subject of a special levy.

The proposed easement and equitable charge referred to in subsection 4.4(a) will provide the Hotel Owner and the Developer or the Hotel Manager with the right to cure deficiencies as contemplated in this subsection 7.4(a).

The License Agreement will provide that in the event the Strata Management Agreement or the Hotel Management Agreement is terminated, the Licensor will have the right to terminate the License Agreement. In the event that the License Agreement is terminated, or the term of the License Agreement expires, the Strata Corporation and the Strata Lot owners would no longer be entitled to use the Licensed Mark or the Composite Mark 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.

The License Agreement will also contain certain covenants and obligations of the Strata Corporation, which may include those set out in subsection 7.4(m).

(b) Continuing Sales and Marketing Program

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



use reasonable efforts to minimize any interference with the use or enjoyment of the Common Property by existing owners. These rights of the Developer will be set out in the Bylaws.

(c) Other Contracts Affecting the Development

The Developer may enter into, or cause the Strata Corporation to enter into or assume, contracts for the following services affecting the Development: elevator servicing, leasing and maintenance of interphone equipment, garbage collection, security, window/façade cleaning, landscaping maintenance, fire alarm maintenance, emergency generator maintenance, and mechanical systems maintenance.

(d) Concierge, Doorman, Facility Manager and Houseperson

Upon the completion of the Development, the Developer will cause the Strata Corporation to obtain concierge, doorman, facility manager and houseperson services for the Development. It is currently anticipated that such individuals will be employees of the Hotel and that, pursuant to a Cost-Sharing Agreement or separate agreement with the Hotel Owner or the Hotel Manager, or both, that the Developer causes the Strata Corporation to enter into or assume, the Strata Corporation will be required to reimburse the Hotel for costs incurred in connection with the provision of such services, and the cost thereof will be a common expense and will be prorated amongst the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessments. The Strata Corporation's estimated share of costs relating to such services is included in the interim budget attached hereto as Exhibit C.

(e) Hotel Managed Services

It is currently anticipated that certain of the services (the "**Hotel Managed Services**") offered by the Hotel to guests of the Hotel and managed by the Hotel Manager (including, without limitation, the Trump attaché and hotel concierge) will be made available to owners and occupants of the Strata Lots either pursuant to an unregistered Cost-Sharing Agreement or pursuant to the provisions of other agreements between the Hotel Owner or the Hotel Manager, or both, and the Strata Corporation with respect to such Hotel Managed Services. The Strata Corporation will be responsible for a portion of the costs incurred by the Hotel in providing and staffing such Hotel Managed Services, either pursuant to such unregistered Cost-Sharing Agreement or such other agreements. The Strata Corporation's portion of such costs will be common expenses and will be shared by the owners of the Strata Lots on the basis of the Unit Entitlement of the Strata Lots and included in their monthly assessments (such that, for greater certainty, such amount will be included in the monthly assessments of all of the owners of the Strata Lots, regardless of whether any given owner uses any of such Hotel Managed Services). The Strata Corporation's estimated share of the costs relating to such Hotel Managed Services is included in the interim budget attached hereto as Exhibit C.

The use of such Hotel Managed Services by the owners and occupants of the Strata Lots may be subject to reasonable rules and regulations imposed by the Hotel Manager and in effect from time to time, and owners and occupants of the Strata Lots who make use of such Hotel Managed services may be required to pay certain fees or other amounts in connection with the use thereof. In addition, subject to the terms and conditions of the applicable agreements described above, the Hotel Manager may elect, from time to time, not to offer or to cease offering some or all of such Hotel Managed Services to owners and occupants of the Strata Lots, with the effect that some or all of such Hotel Managed Services (including, without limitation, those particular Hotel Managed Services described above) may not be available to the owners and occupants of Strata Lots upon completion of the Development or at any time thereafter.

(f) Pay-Per-Use Hotel Managed Services

In addition to the Hotel Managed services referred to in subsection 7.4(e), it is currently anticipated that certain other Hotel Managed Services may also be made available to owners and occupants of the Strata Lots on a pay-per-use basis, including, for example, valet parking, housekeeping, laundry and room service. An owner or occupant of a Strata Lot who makes use of any such Hotel Managed Service may be required to pay to the Hotel Manager a fee in connection with the use thereof, which fee will be determined by the Hotel Manager in its sole discretion. Some of such Hotel Managed Services may be made available to the owners and occupants of the Strata Lots by the Hotel on a voluntary basis, and others may be made available pursuant to one or more agreements with the Hotel Owner or the Hotel Manager, or both, to be assumed or entered into by the Strata Corporation. Such Hotel Managed Services may be subject to reasonable rules and regulations imposed by the Hotel Manager and in effect from time to time. In addition, subject to the terms and conditions of the applicable agreements (if any), the Hotel Manager may elect, from time to time, not to offer or to cease offering some or all of such Hotel Managed Services to owners and occupants of the Strata Lots, with the effect that some or all of such Hotel Managed Services (including, without limitation, those particular Hotel Managed Services described above) may not be available to the owners and occupants of Strata Lots upon completion of the Development or at any time thereafter.

(g) Cost Sharing

Upon the deposit of the Strata Plan at the Land Title Office, the Developer may cause the Strata Corporation to enter into or assume from the Developer one or more cost-sharing agreements (the “**Cost-Sharing Agreements**”) with the Hotel Owner, which Cost-Sharing Agreements will require each party to contribute a proportionate share of the cost of operating, maintaining, repairing and replacing the shared spaces, utilities and other areas and services located on or relating to the Complex, as described more particularly in this Disclosure Statement, including, without limitation, in sections 3.3(b), 3.3(c), 3.8(b), 3.9, 3.11, 4.3(d), 4.4(b), 7.3(a), 7.4(d) and 7.4(e). The formula for sharing such costs will be set



out in the Cost-Sharing Agreements, will reflect a fair and reasonable allocation and will be dependent on the nature of the cost being shared and the benefit enjoyed by each party.

(h) Hotel

The Development will be part of a comprehensive development that will include the Hotel, that will or may involve the emission of noise, including, without limitation, from the Hotel's pool bar/nightclub, restaurant and other amenities, service and delivery vehicles, loading bay usage, business hours which will include operations up to 24 hour per day, commercial pedestrian and vehicular traffic, idling vehicles, commercial and public use of certain portions of the Parking Facility, garbage compactor operation, HVAC operation and other activities associated with such commercial uses.

(i) Height of the Development

The Development will be located in a 63 storey building and, although measures will be taken by the Developer based on the requirements of the City and recommendations of the Developer's consultants to mitigate the effects of wind, due to the height of the Development and its location within the upper floors of the Complex, movement of the Development typical of buildings of such height is expected and such movement will be more pronounced in higher floors than lower floors.

(j) Views

Views from the Strata Lots as they exist at the time of completion of construction may change over time, and in particular, may be diminished by future developments in the area. The Developer (on its own behalf and on behalf of its affiliates) reserves the right, in its absolute discretion, to develop residential, commercial, retail, office and associated developments, including mixed use buildings, within any portion of lands adjacent to the Development. In addition, the Developer (on its own behalf and on behalf of its affiliates) reserves the right, in its absolute discretion, to apply for rezoning of any portion of the lands adjacent to the Development and to permit any residential, commercial, retail, office or other use allowed under such rezoning.

(k) Ownership of Development and Hotel

Neither the Development nor the Hotel is owned, developed or sold by Donald J. Trump, The Trump Organization or any of their principals or affiliates. The Registered Owner and the Partnership are the owners and developers of the Lands, and use the "Trump" name and mark under license from the Licensor, which license may be terminated or revoked according to its terms.

(l) Liability of Trump Indemnified Parties

Notwithstanding anything to the contrary contained in the License Agreement, the Bylaws or any other document relating to the Strata Corporation, the Common Property or Strata Lots including any offerings, sales materials, private placement memoranda inviting investment in the Development, advertisements, signage, promotional and publicity materials, and promotional merchandise items, Licensor, 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 Trump, 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 (the “**Trump Indemnified Parties**”), will not be responsible for and will have no liability to Developer or any other individual or entity, including the Strata Lot owners or occupants or the Developer’s, the Strata Corporation or any Strata Lot owners’ lenders, for, 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 building or portion thereof comprising the Strata Plan. It is further understood and agreed that none of the Trump Indemnified Parties, including Licensor, has or will hereafter provide architectural, engineering, contractor, legal, professional or similar services to Developer in any capacity or have any liability to Developer or any other individual or entity, including the Strata Corporation, Strata Lot owners or occupants or lenders as such. No reviews, recommendations, approvals, or advice to be furnished by any of the Trump Indemnified Parties under the License Agreement 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 the Licensed Mark and Composite Mark.

(m) Additional Obligations of Strata Corporation

It is anticipated that pursuant to the License Agreement or certain other agreements to be entered into or assumed by the Strata Corporation upon the deposit of the Strata Plan in the Land Title Office, the Strata Corporation will have certain obligations in addition to those otherwise described in this Disclosure Statement, which additional obligations may include the following:

- (i) to enter into or assume from the Developer the easement agreements and cost-sharing agreements described in this Disclosure Statement and, insofar as possible, to compel the observance and/or compliance by all Strata Lot owners, residents, and their respective tenants and invitees with all of the requirements set forth in such agreements, the *Strata Property Act* and the Bylaws;
- (ii) to assume the terms of any reciprocal easement agreement(s) entered into or to be entered into with any adjacent property owners and to



observe and comply (and, insofar as possible, compel the observance and/or compliance by all Strata Lot owners) with all terms and provisions contained in such agreements;

- (iii) to operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired), as would a prudent owner of similar premises at all times, those parts of the Common Property which service, benefit or constitute the Shared Facilities;
- (iv) to ensure that no actions or steps are taken by or on behalf of the Strata Corporation, or by any Strata Lot owner or their respective tenants or invitees, which would prohibit, restrict, limit, hinder or interfere with the Developer's ability to utilize portions of the Common Property for its marketing and sales programs in connection with the Development;
- (v) to ensure that no actions or steps are taken by or on behalf of the Strata Corporation, or by any Strata Lot owner or their respective tenants or invitees, which would prohibit, limit or restrict the access to, egress from or use of any easement in favour of the Development or which encumbers the Development;
- (vi) to pay the Strata Corporation's share of the any Shared Facilities Costs or any other shared costs in accordance with any applicable easements agreements or Cost-Sharing Agreement;
- (vii) to enter into or assume development agreements with the City, including, without limitation, agreements containing obligations relating to the operation, maintenance and repair of any public art component developed and contained within the Development;
- (viii) to permit the Developer to access any portion of the Development so as to enable the Developer to fulfill any outstanding obligations it may have following deposit of the Strata plan in the Land Title Office; and
- (ix) to enact such bylaws and undertake all such other action as may be required from time to time to authorize the grant of an easement or licence in favour of the Developer or the Hotel Owner or such other persons as the Developer or the Hotel Owner may direct so as to permit the Common Property to be used for signage purposes relating to the Complex or the Hotel as determined by the Developer or the Hotel Owner.



DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of material fact contained in this Disclosure Statement, 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 this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

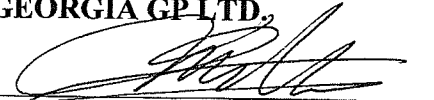
DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of October 22, 2013.

PARTNERSHIP


**WEST GEORGIA DEVELOPMENT
LIMITED PARTNERSHIP**, by its general partner,
WEST GEORGIA GP LTD.

By:


Authorized Signatory

DIRECTORS OF WEST GEORGIA GP LTD.

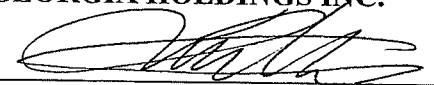

Joo Kim Tiah


Kam Mun Yip

REGISTERED OWNER

WEST GEORGIA HOLDINGS INC.

By:


Authorized Signatory

SOLE DIRECTOR OF WEST GEORGIA HOLDINGS INC.


Joo Kim Tiah



EXHIBIT A
PRELIMINARY PLAN

See attached.



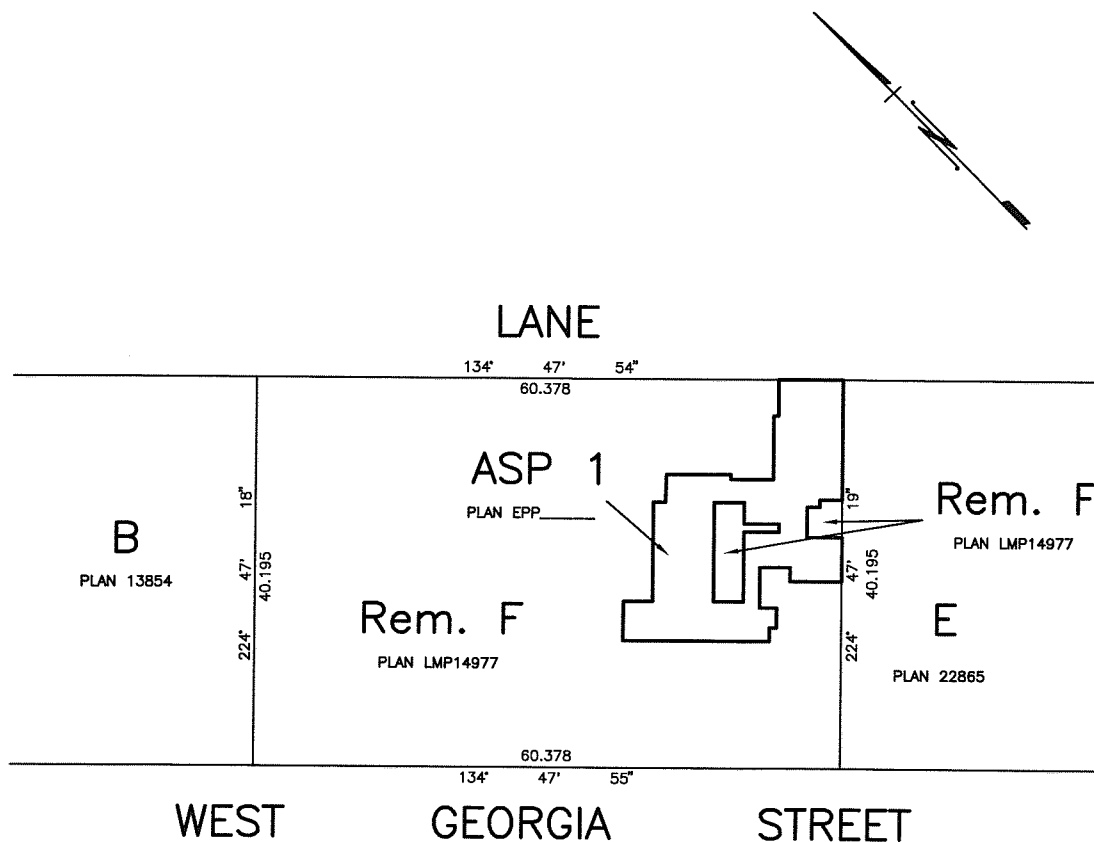
PRELIMINARY STRATA PLAN OF ASP 1,
BLOCK 17, DISTRICT LOT 185,
GROUP 1, NEW WESTMINSTER DISTRICT,
AIR SPACE PLAN EPP_____

PLAN EPS

BCGS 92G.025



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



LEGEND :

GRID BEARINGS ARE DERIVED FROM PLAN LMP14977.

SL	DENOTES	STRATA LOT
LCP	DENOTES	LIMITED COMMON PROPERTY
©	DENOTES	COMMON PROPERTY
①	DENOTES	LIMITED COMMON PROPERTY FOR SL 1 (TYPICAL)
B	DENOTES	BALCONY
RD	DENOTES	ROOF DECK
SH	DENOTES	SHAFT
ELEV.	DENOTES	ELEVATOR
VEST.	DENOTES	VESTIBULE
MECH.	DENOTES	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.

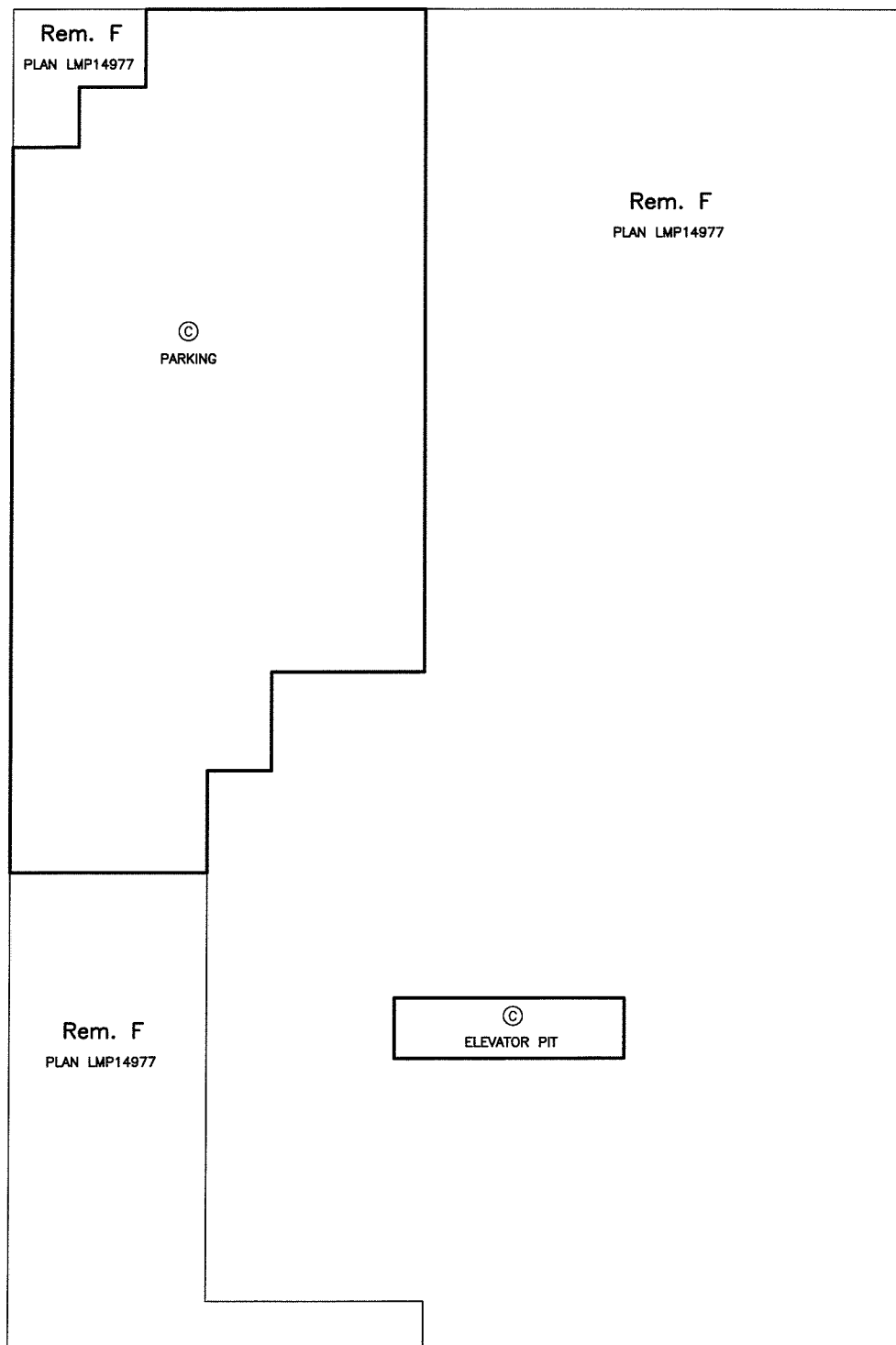
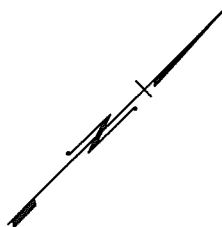
CHRISTOPHER S. CRYDERMAN B.C.S. (697)

PARKADE P07

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:200

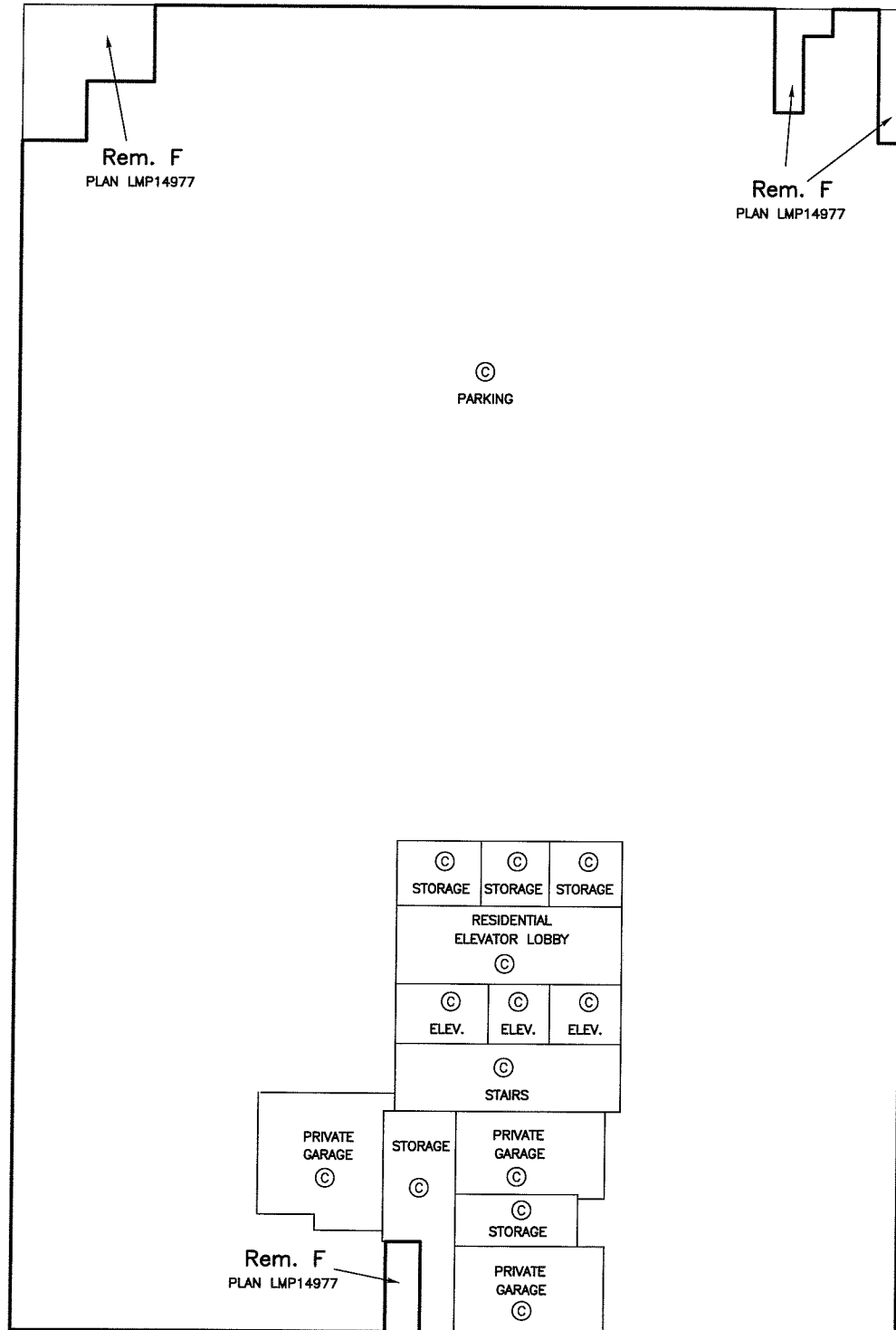
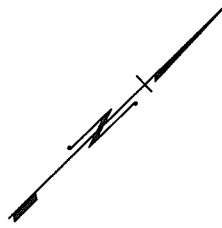


PARKADE P06

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
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WHEN PLOTTED AT A SCALE 1:200

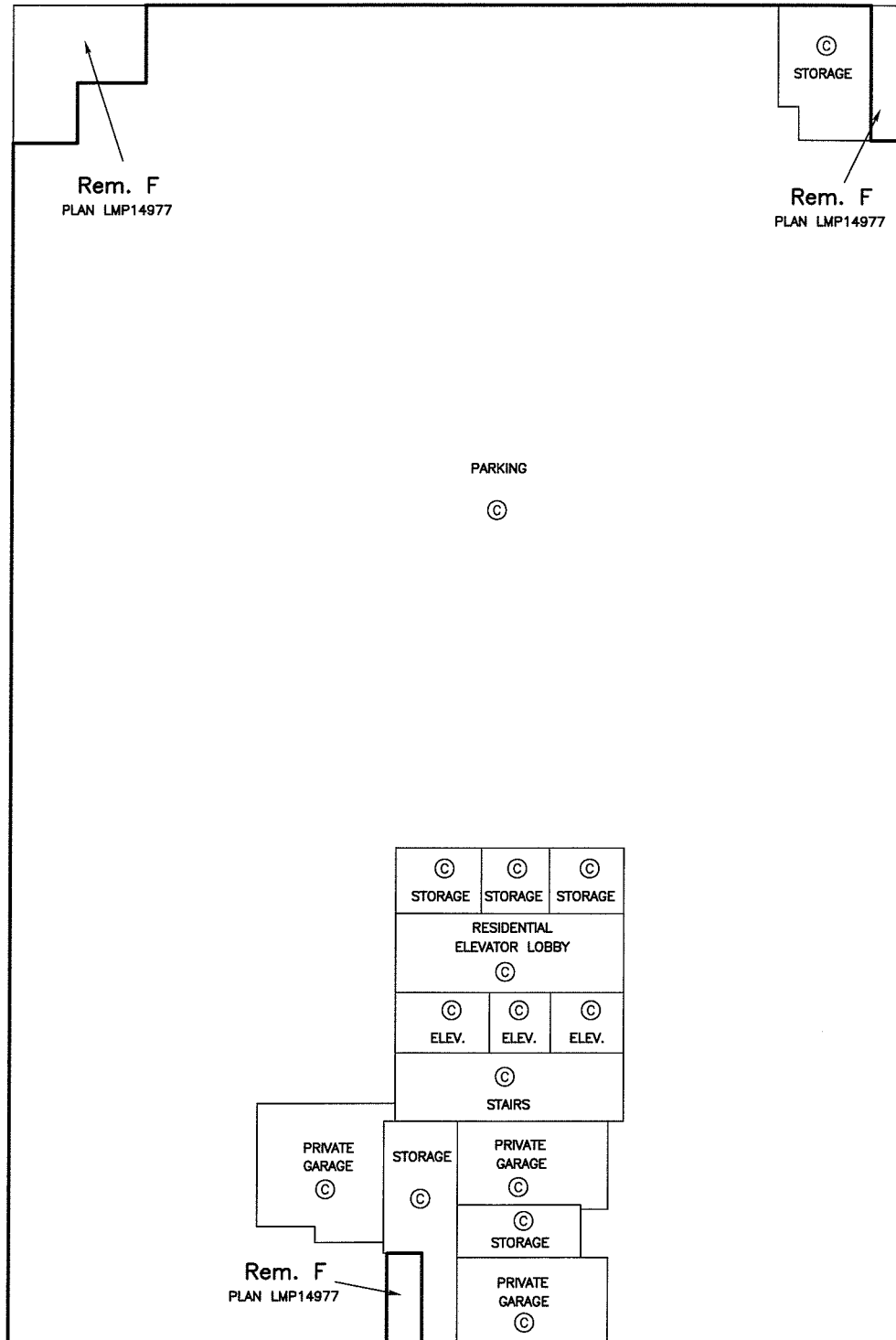
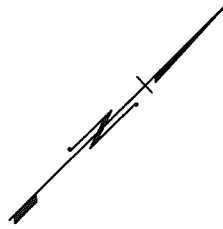


PARKADE P05

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
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WHEN PLOTTED AT A SCALE 1:200

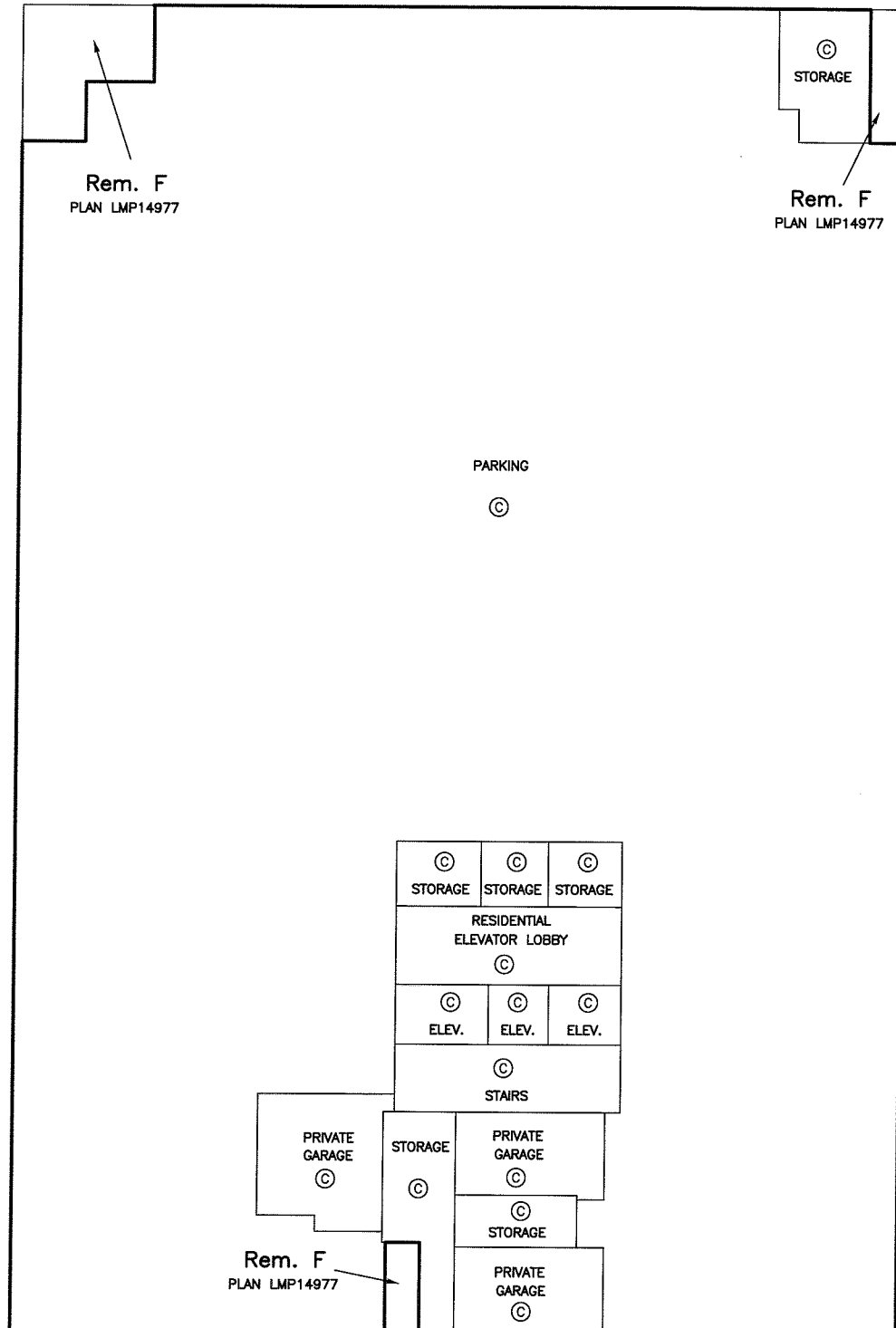
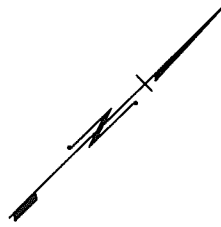


PARKADE P04

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:200



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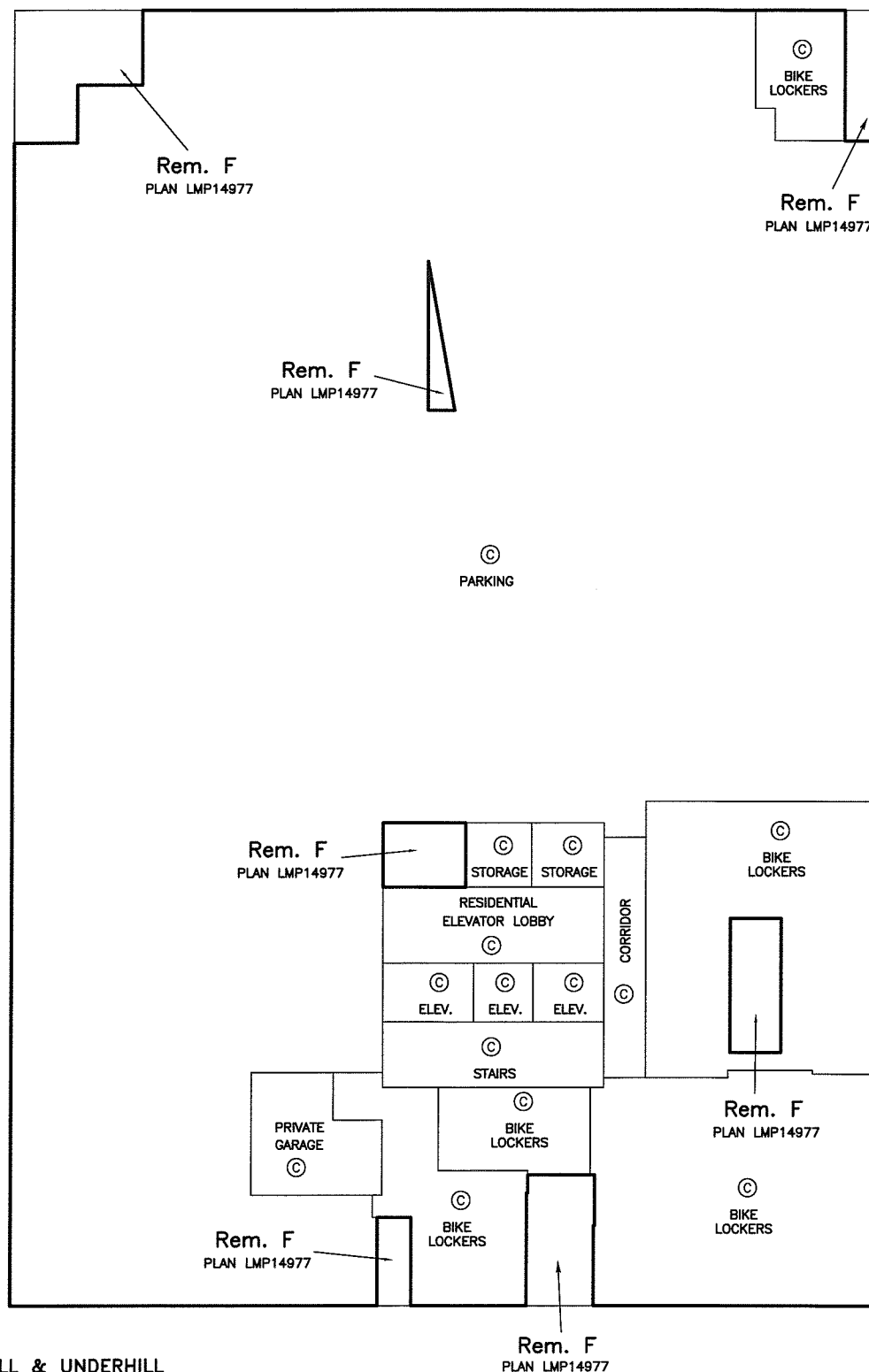
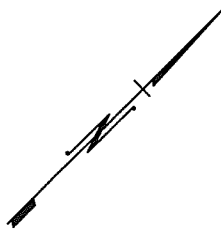
CHRISTOPHER S. CRYDERMAN R.C.S. (A.R.T.)

PARKADE P03

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:200



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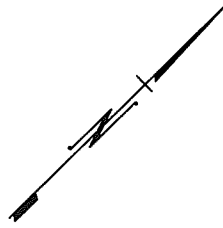
Rem. F
PLAN LMP14977

PARKADE P02

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:200



Ⓒ
PARKING

Rem. F
PLAN LMP14977

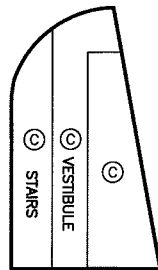
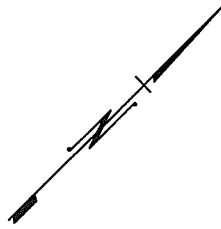
Ⓒ ELEV.	Ⓒ ELEV.	Ⓒ ELEV.
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PARKADE P01 OVERALL

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:200



Rem. F
PLAN LMP14977

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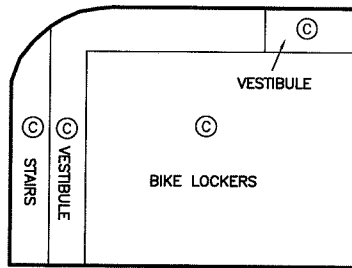
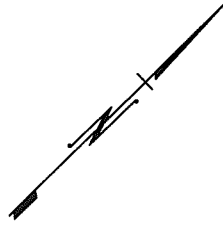


PARKADE P01 MEZZANINE

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
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WHEN PLOTTED AT A SCALE 1:200



Rem. F
PLAN LMP14977

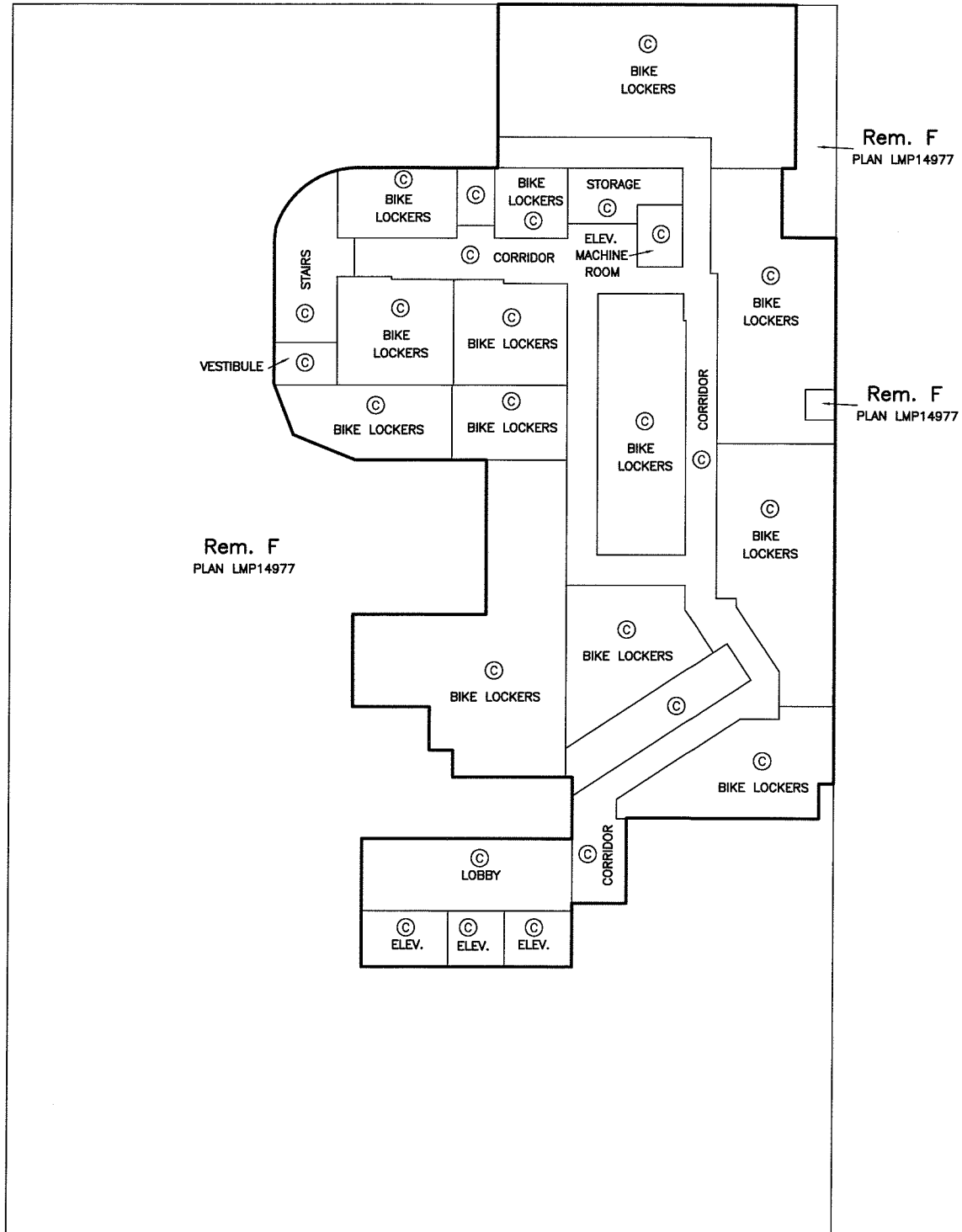
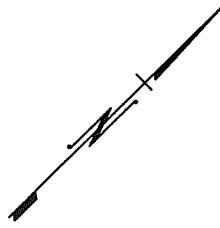
Ⓢ ELEV.	Ⓢ ELEV.	Ⓢ ELEV.
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PARKADE P00

PLAN EPS



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WHEN PLOTTED AT A SCALE 1:200

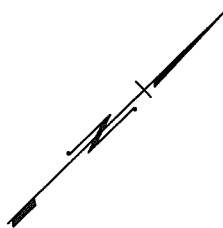


FLOOR 01 — LOWER LOBBY

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:200



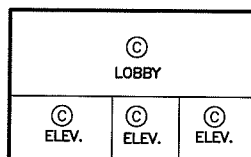
STREET

GEORGIA

LANE



Rem. F
PLAN LMP14977

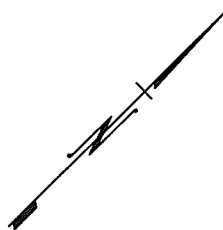


FLOOR 01 – UPPER LOBBY

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:200

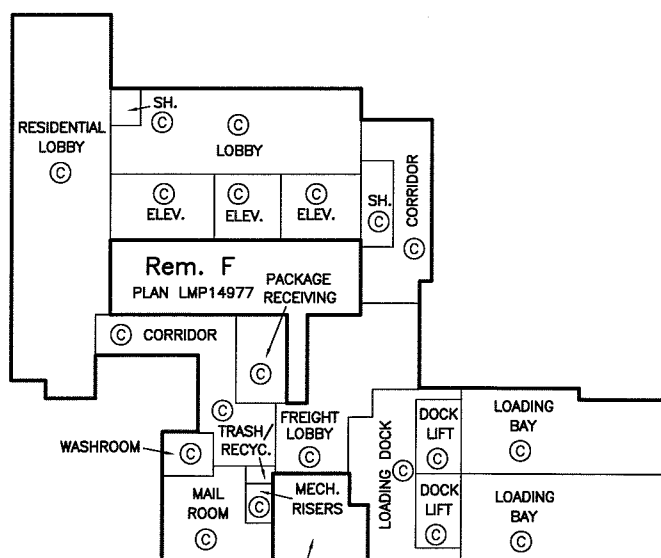


STREET

GEORGIA

LANE

Rem. F
PLAN LMP14977



Rem. F
PLAN LMP14977

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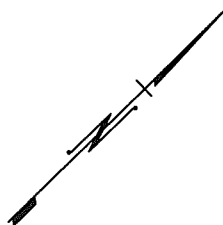
BC CONDOS.NET

FLOOR 02 – MEETING ROOMS

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:200



Rem. F
PLAN LMP14977

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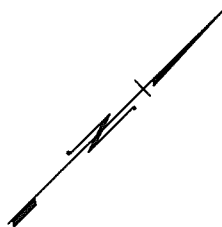


FLOOR 03 – AMENITY

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:200



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PLAN LMP14977

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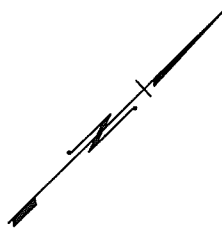


FLOOR 05 – HOTEL GREEN ROOF

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:200



Rem. F
PLAN LMP14977

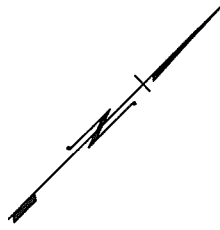
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FLOOR 06 – HOTEL CANOPY

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:200



Rem. F
PLAN LMP14977

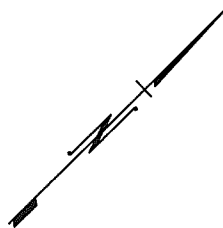
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FLOORS 07 TO 21

PLAN EPS



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280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:200



Rem. F
PLAN LMP14977

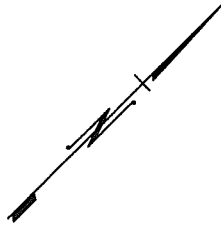
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FLOOR 22 – MECHANICAL/STRUCTURAL TRANSFER

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:200



Rem. F
PLAN LMP14977

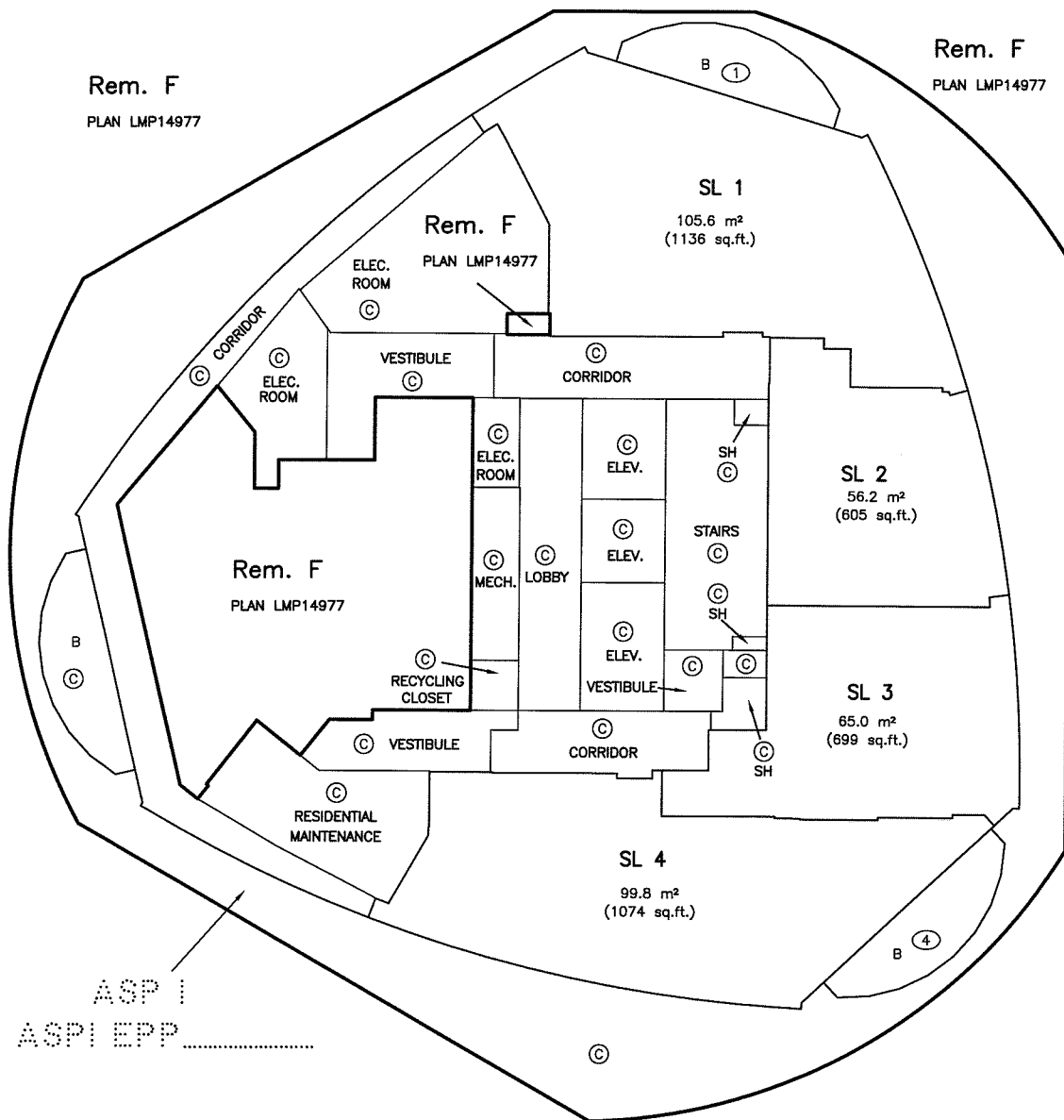
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TOWER FLOOR 23 ELECTRICAL/RESIDENTIAL

PLAN EPS

5m 1 0 2.5 5.0m

THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:150

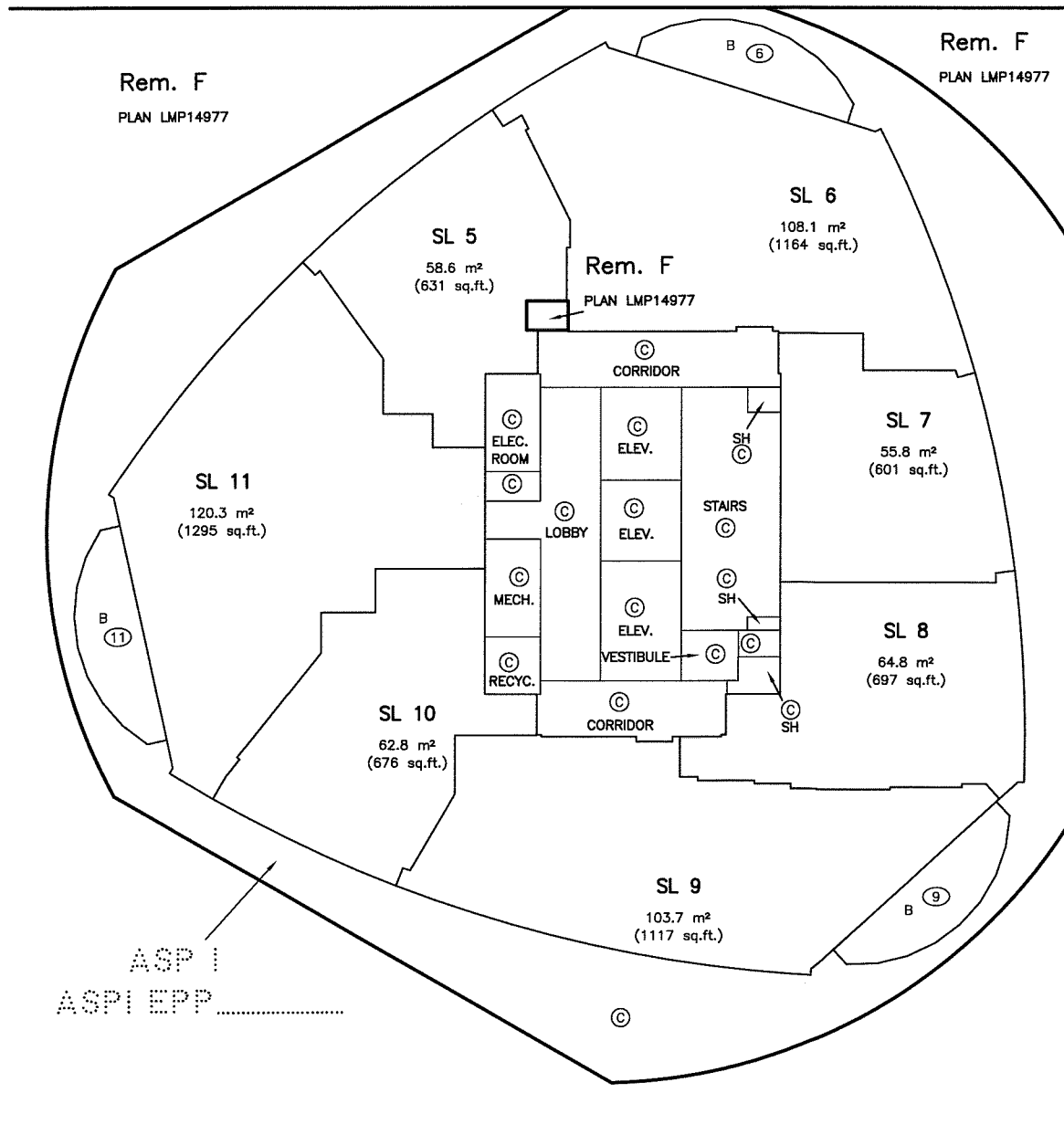
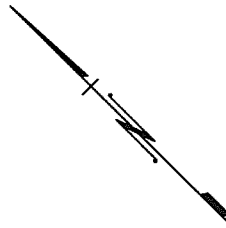


TOWER FLOOR 25

PLAN EPS

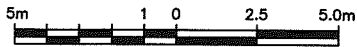


THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:150

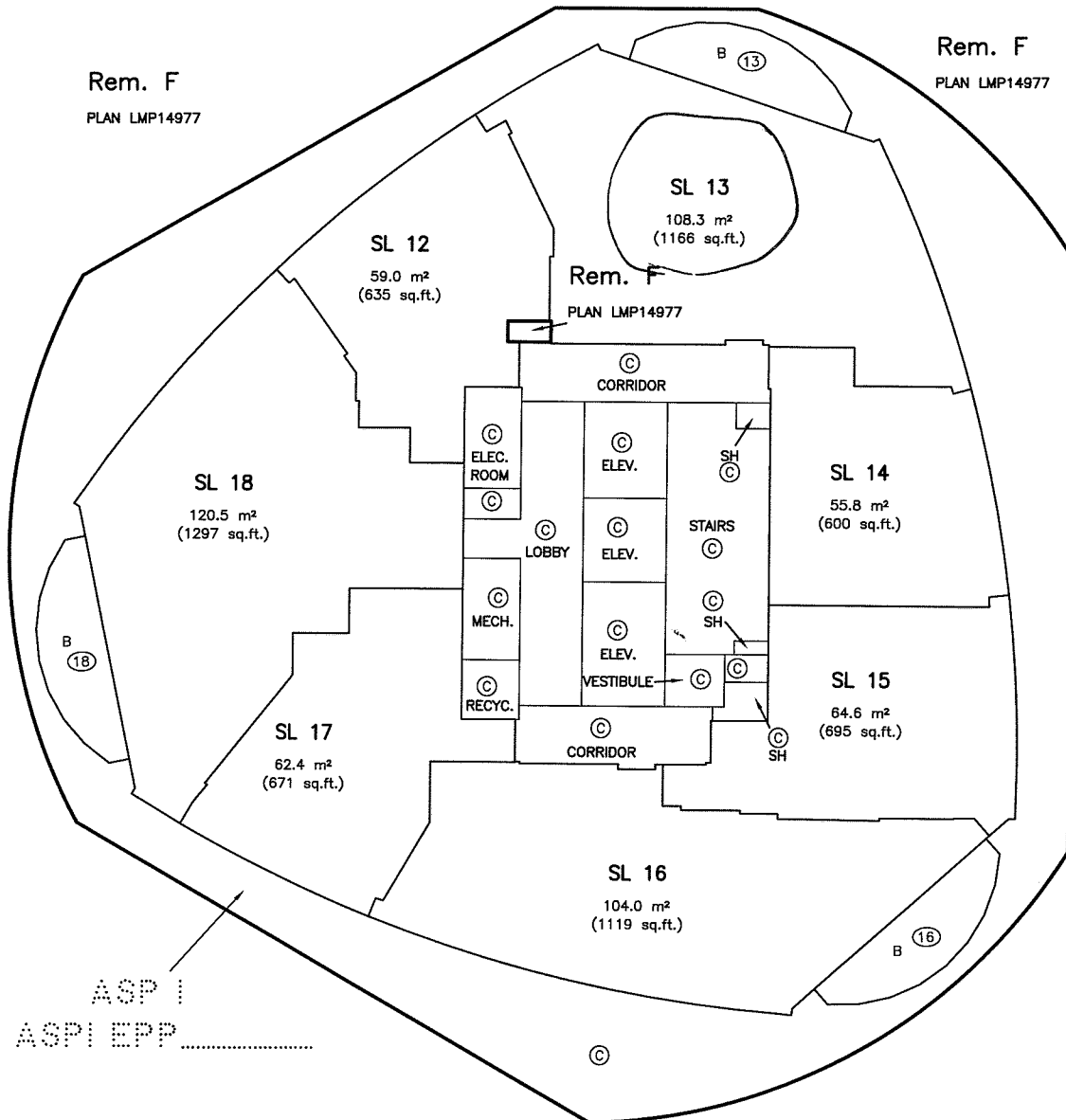


TOWER FLOOR 26

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:150

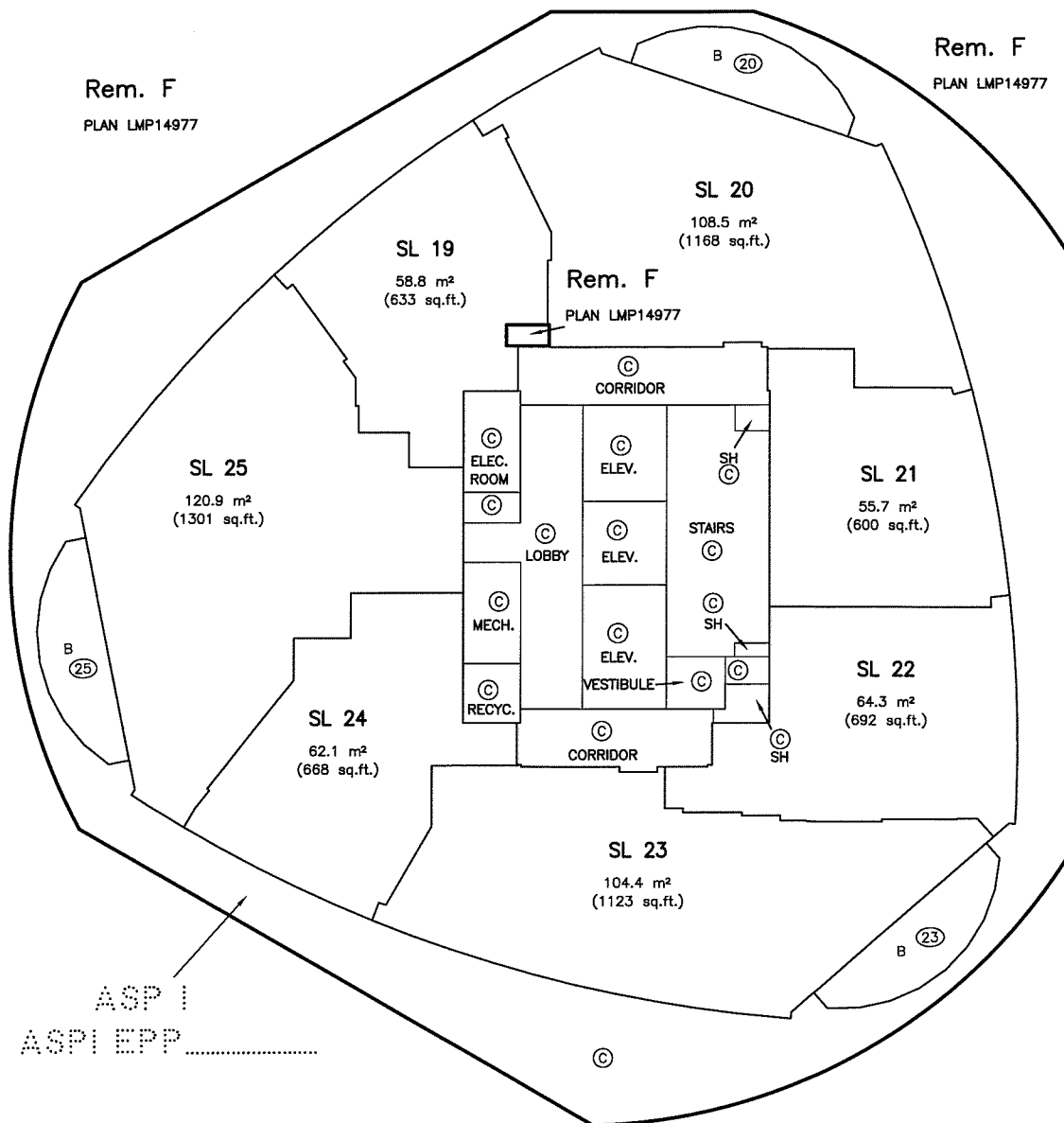


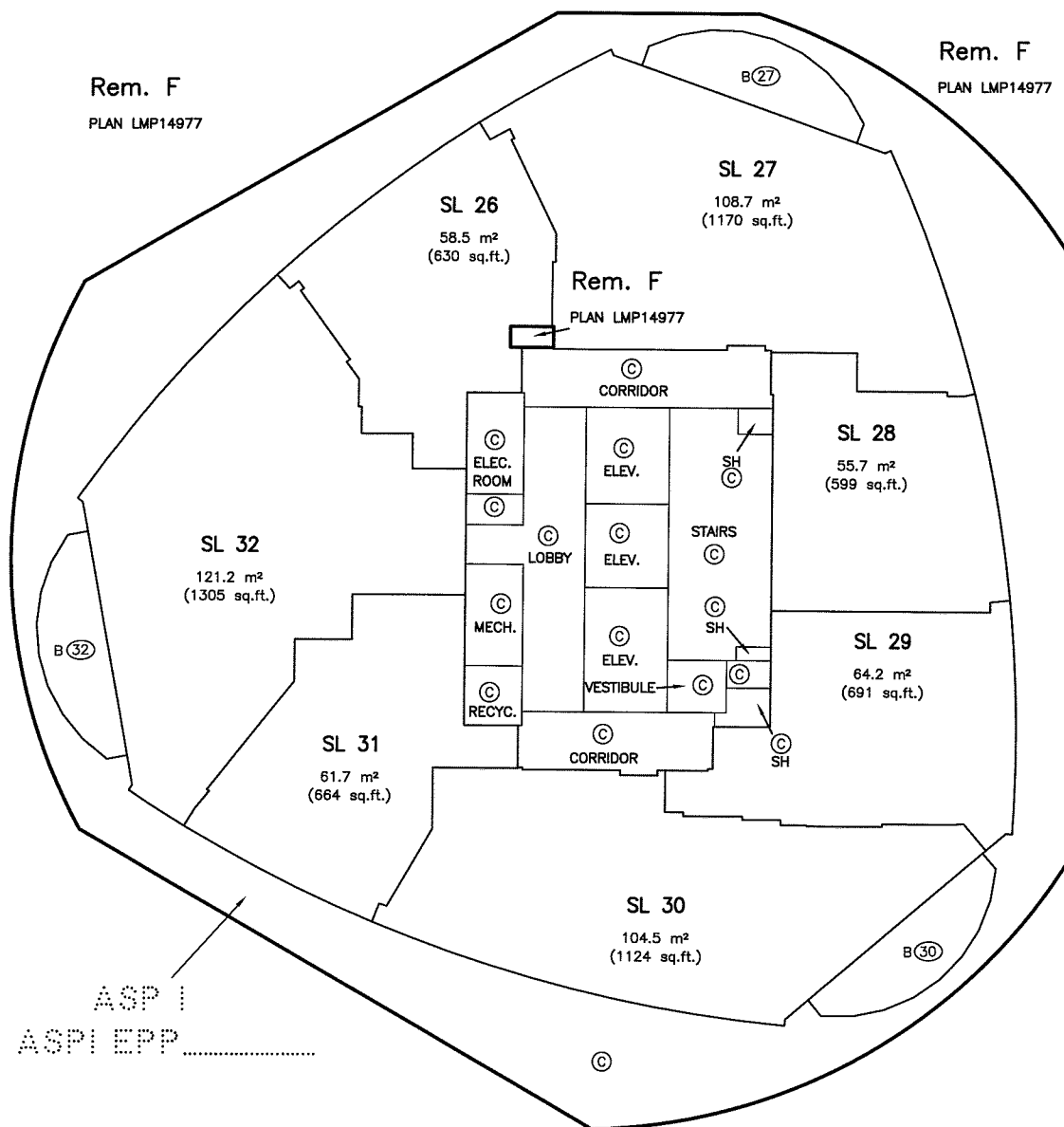
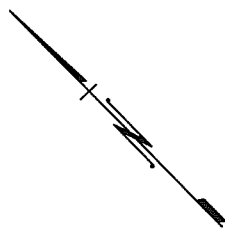
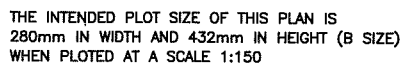
TOWER FLOOR 27

PLAN EPS

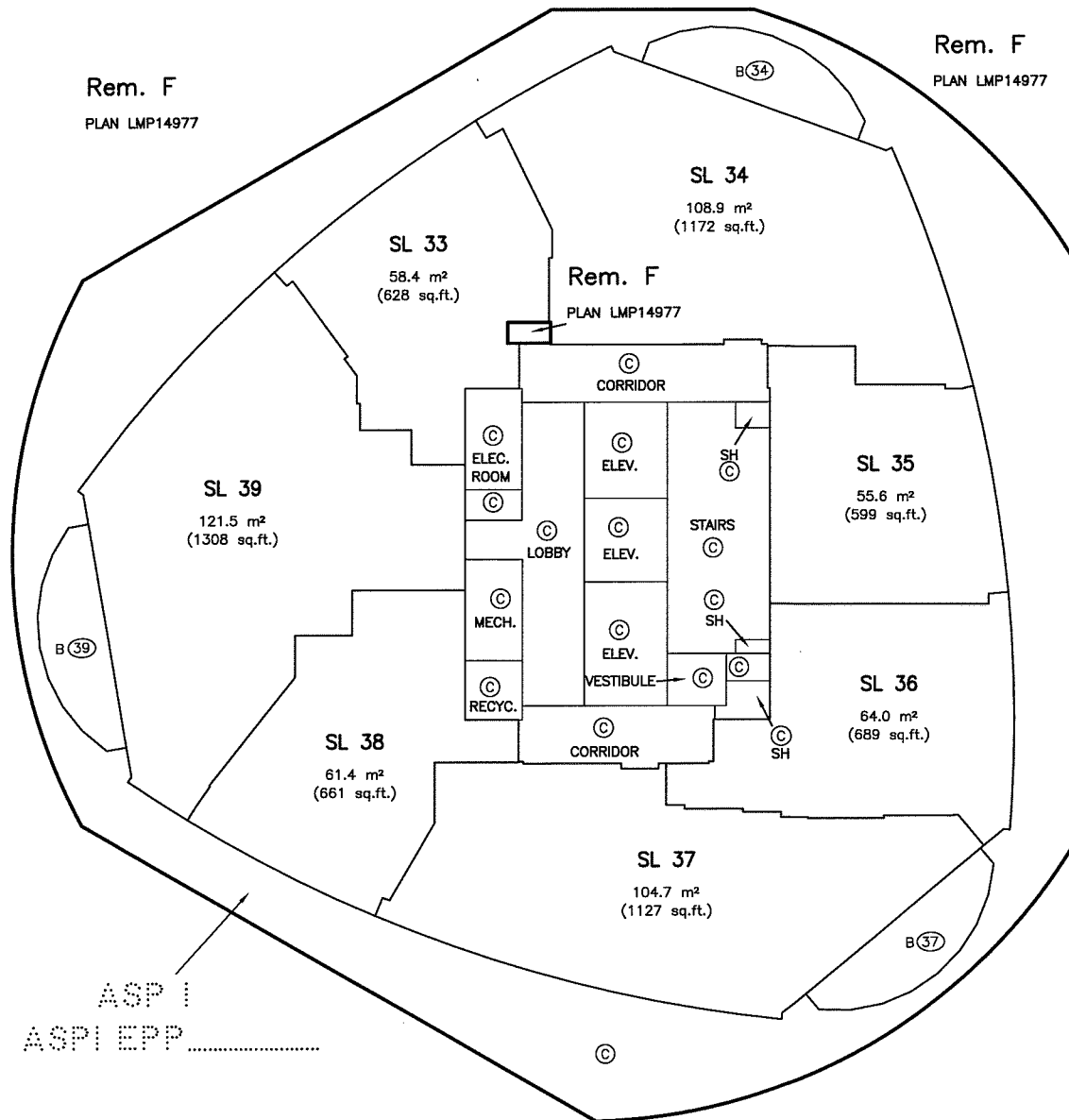
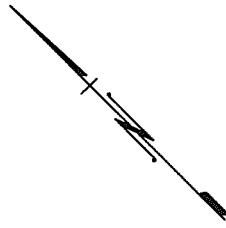
5m 1 0 2.5 5.0m

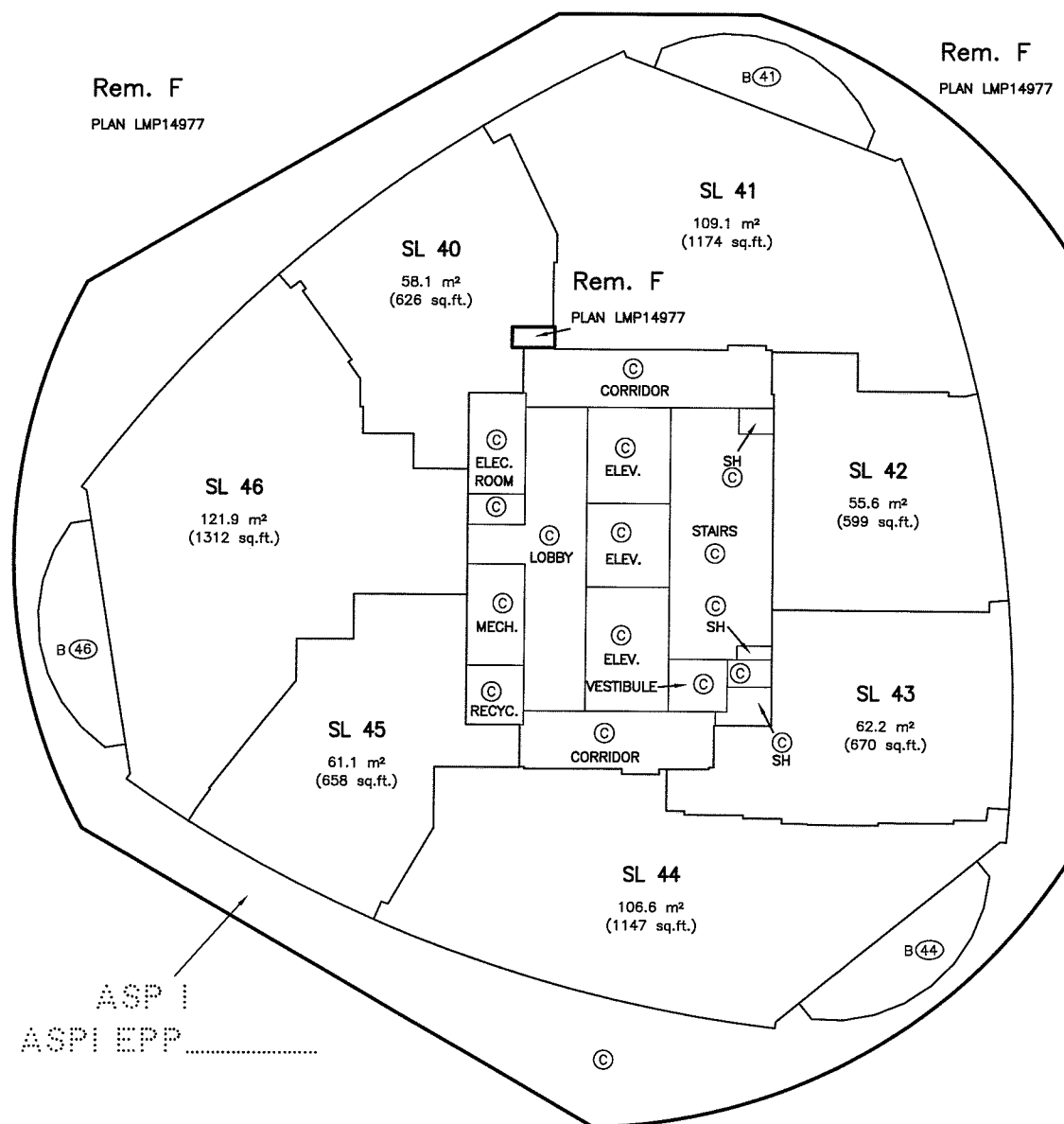
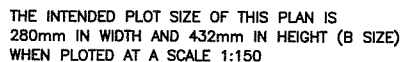
THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:150





CHRISTOPHER S. CONYERMAN DRI 5 (207)



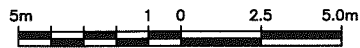


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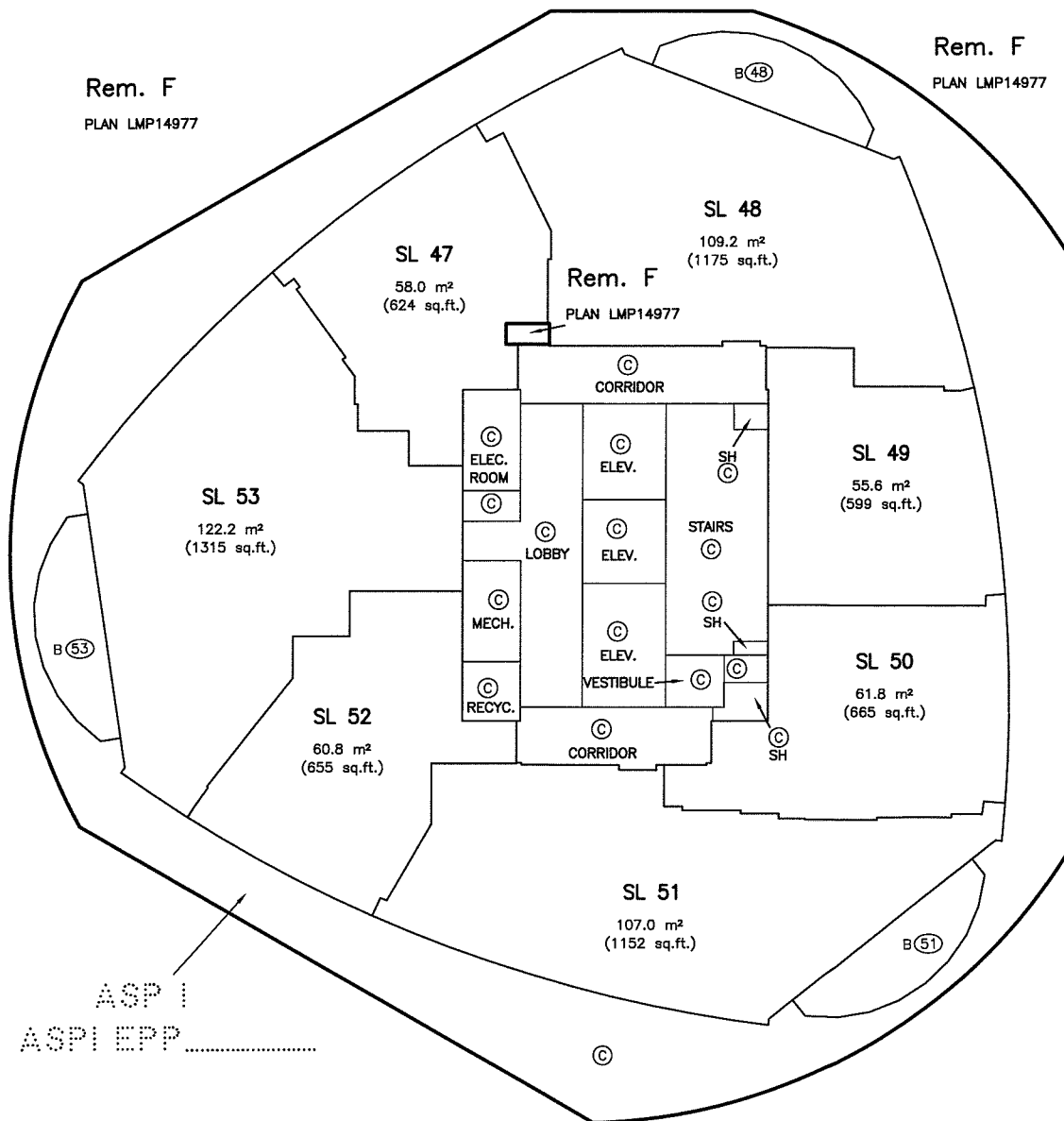
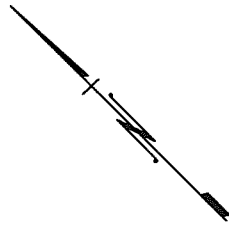
CHRISTOPHER S. CRYDERMAN BOIS (687)

TOWER FLOOR 31

PLAN EPS

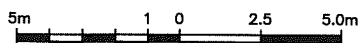


THE INTENDED PLOT SIZE OF THIS PLAN IS
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WHEN PLOTTED AT A SCALE 1:150

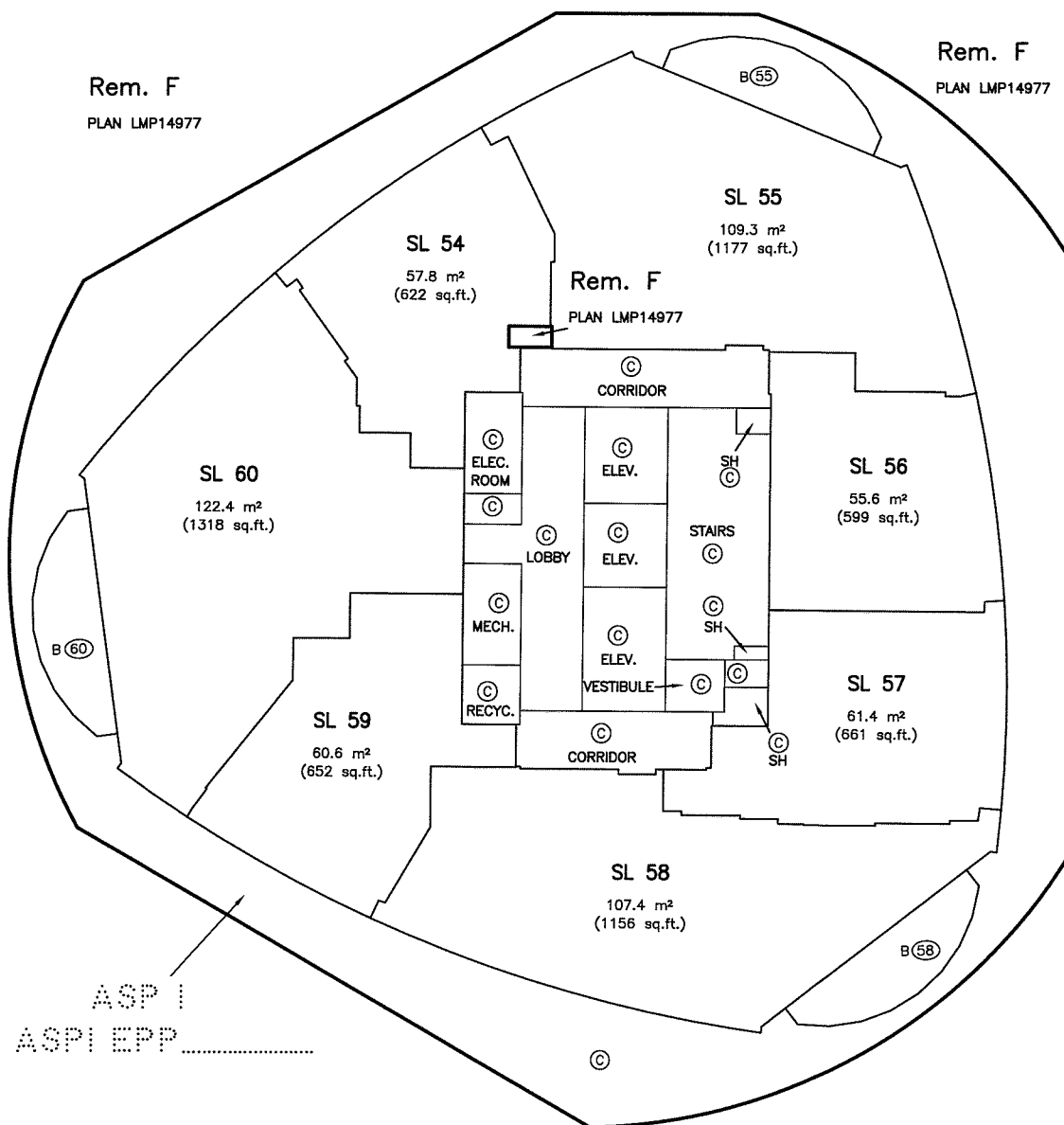


TOWER FLOOR 32

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
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WHEN PLOTTED AT A SCALE 1:150

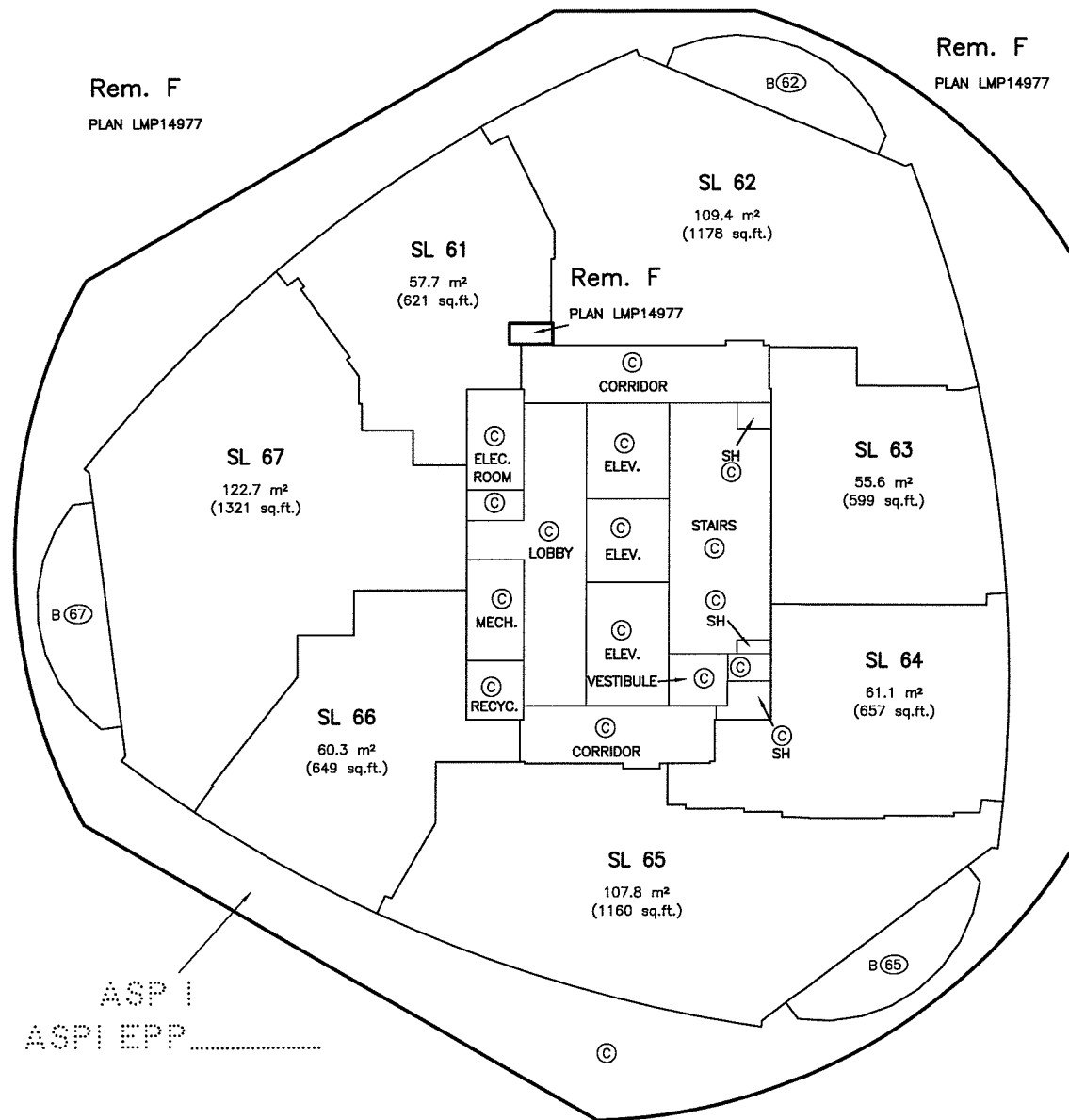


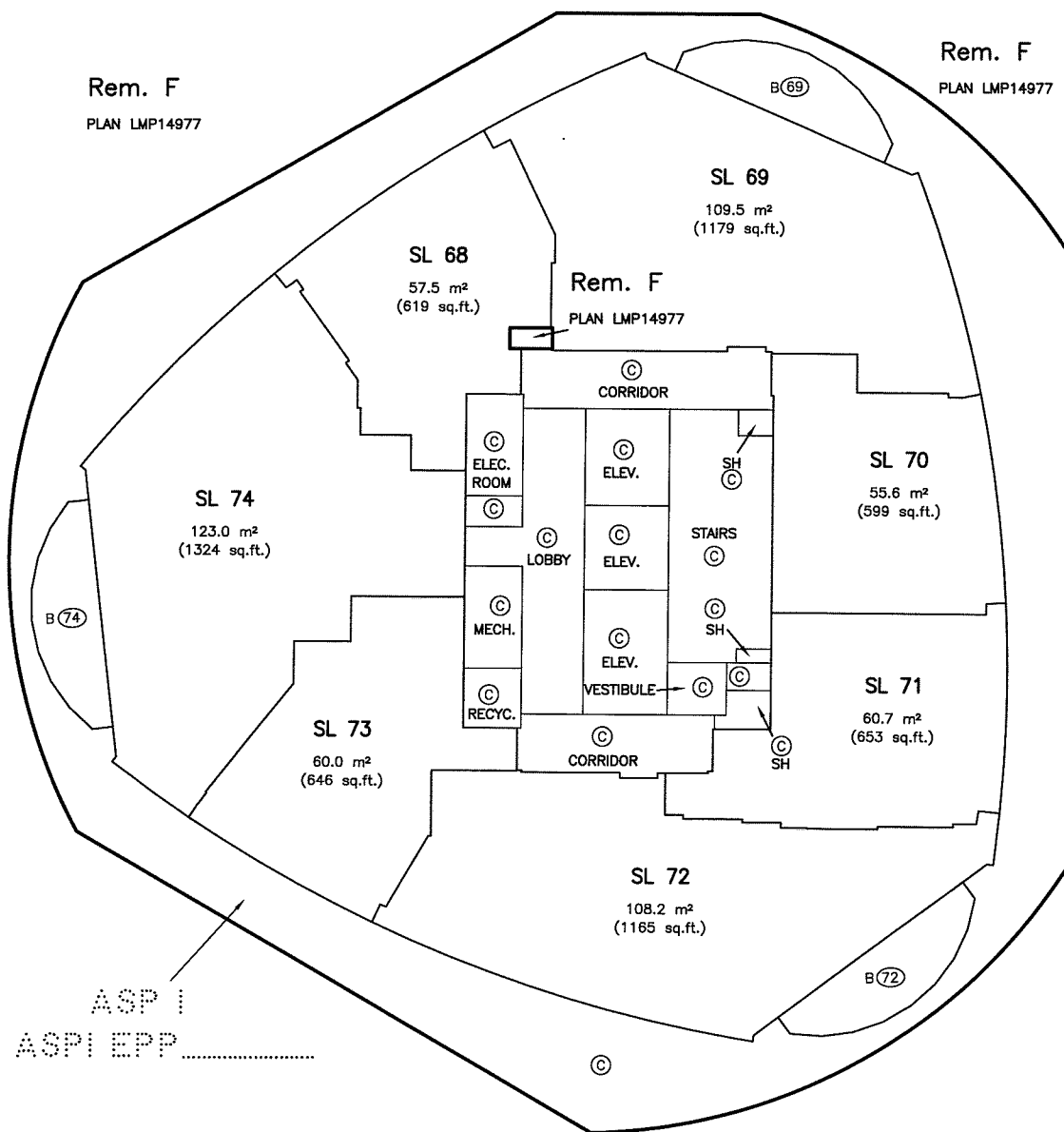
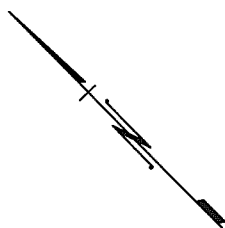
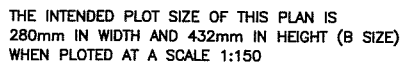
TOWER FLOOR 33

PLAN EPS

5m 1 0 2.5 5.0m

THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:150



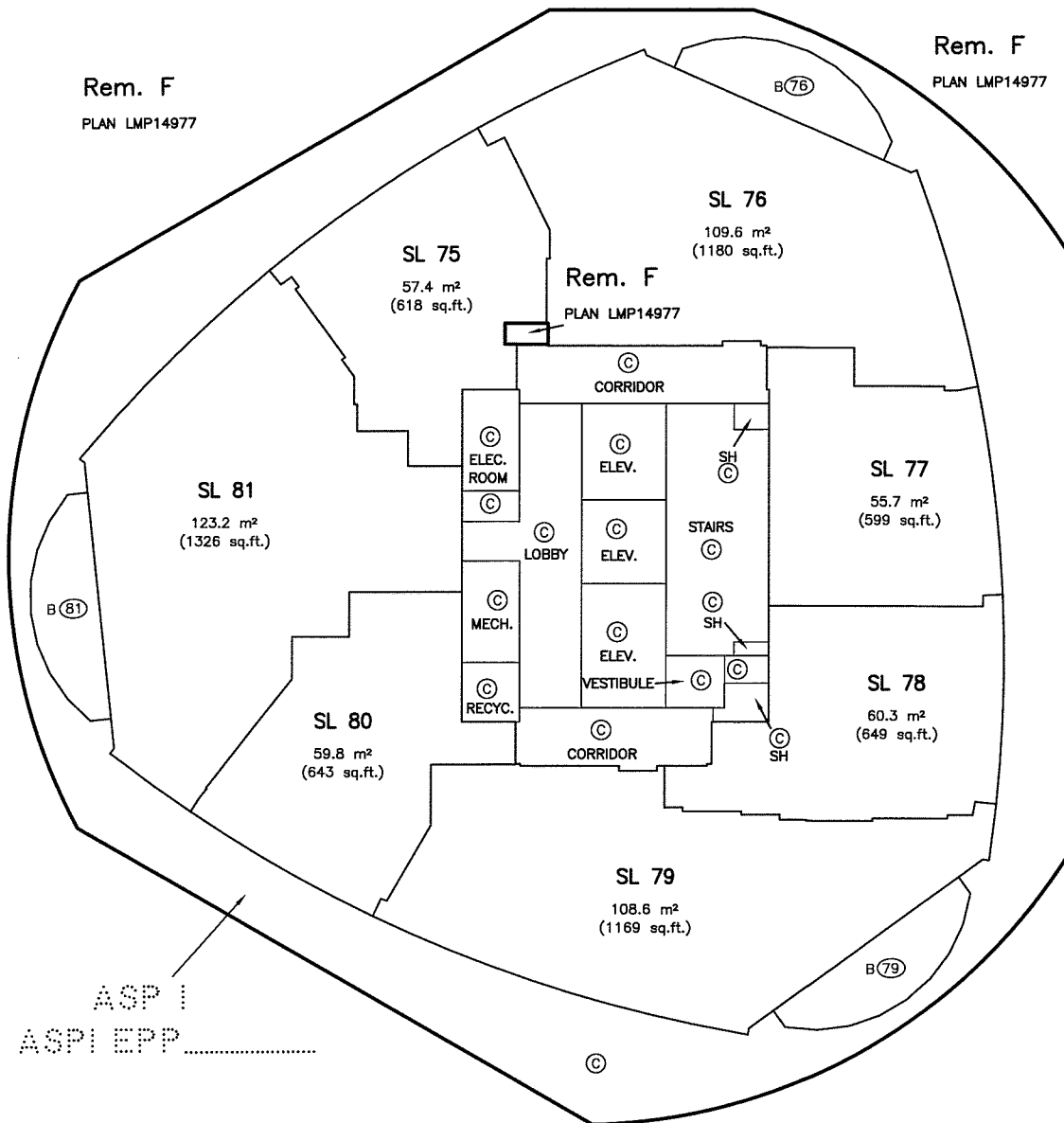
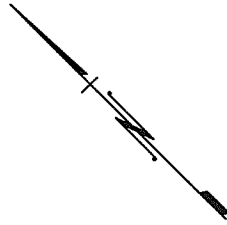


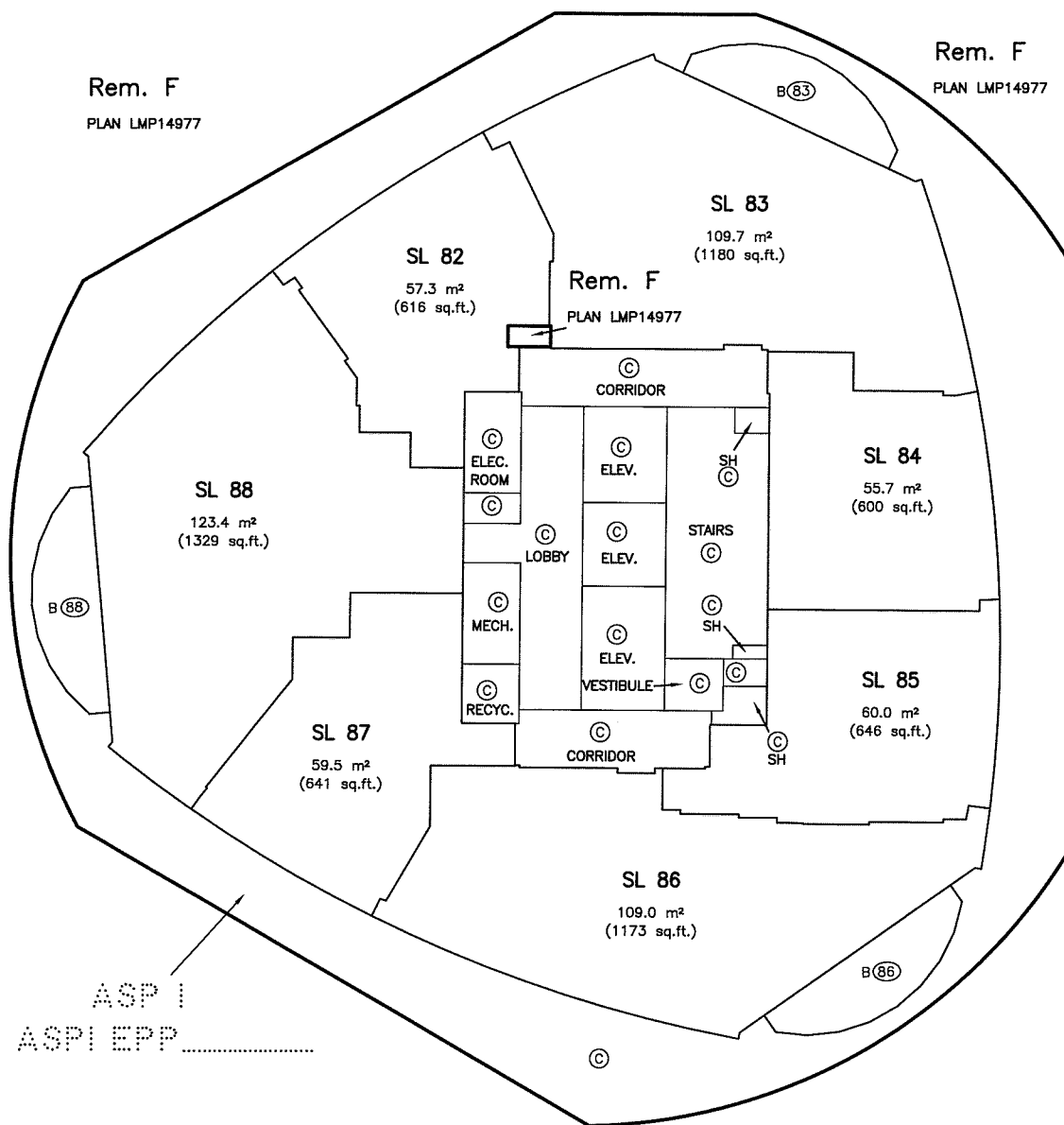
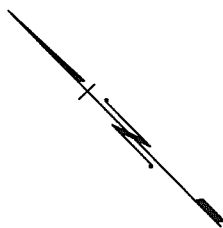
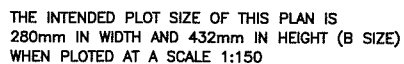
CHRISTOPHER S. CRYDERMAN, BCIS (687)

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
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WHEN PLOTTED AT A SCALE 1:150





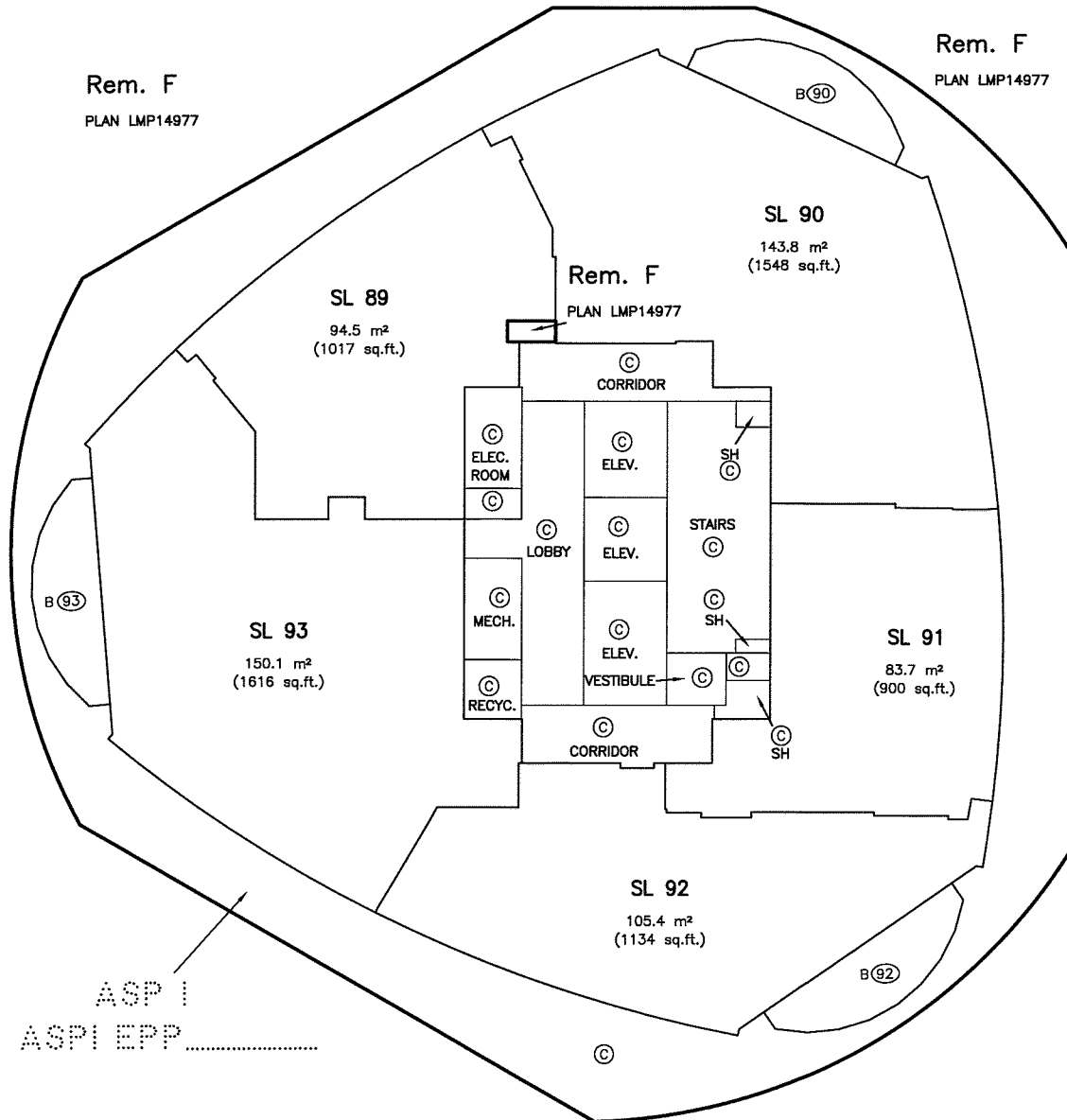
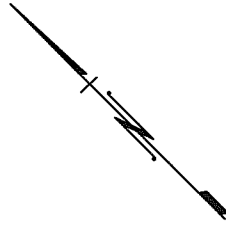
CHRISTOPHER S. CRYDERMAN, BCLS (687)

TOWER FLOOR 38

PLAN EPS

5m 1 0 2.5 5.0m

THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:150

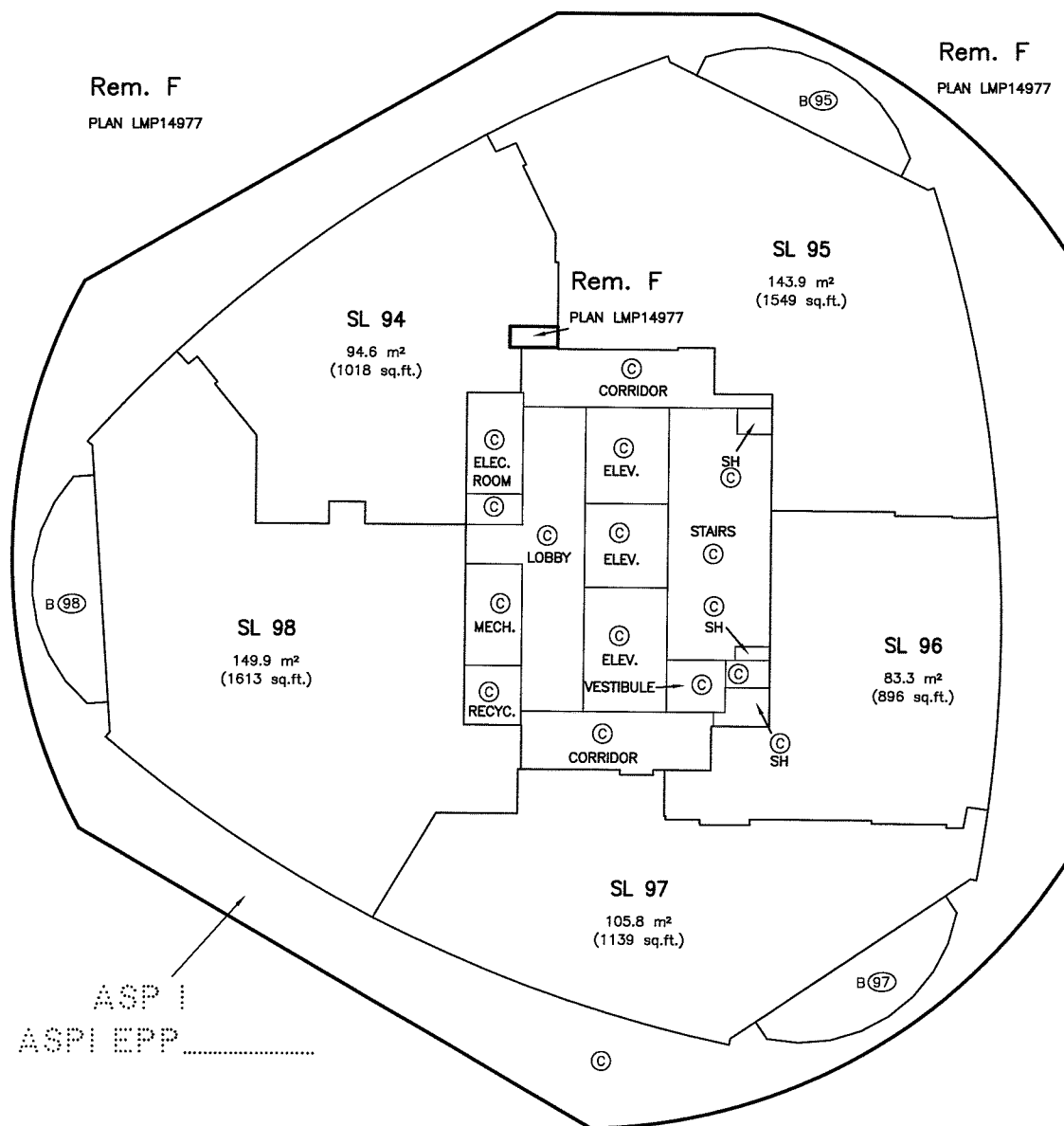


TOWER FLOOR 39

PLAN EPS

5m 1 0 2.5 5.0m

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WHEN PLOTTED AT A SCALE 1:150

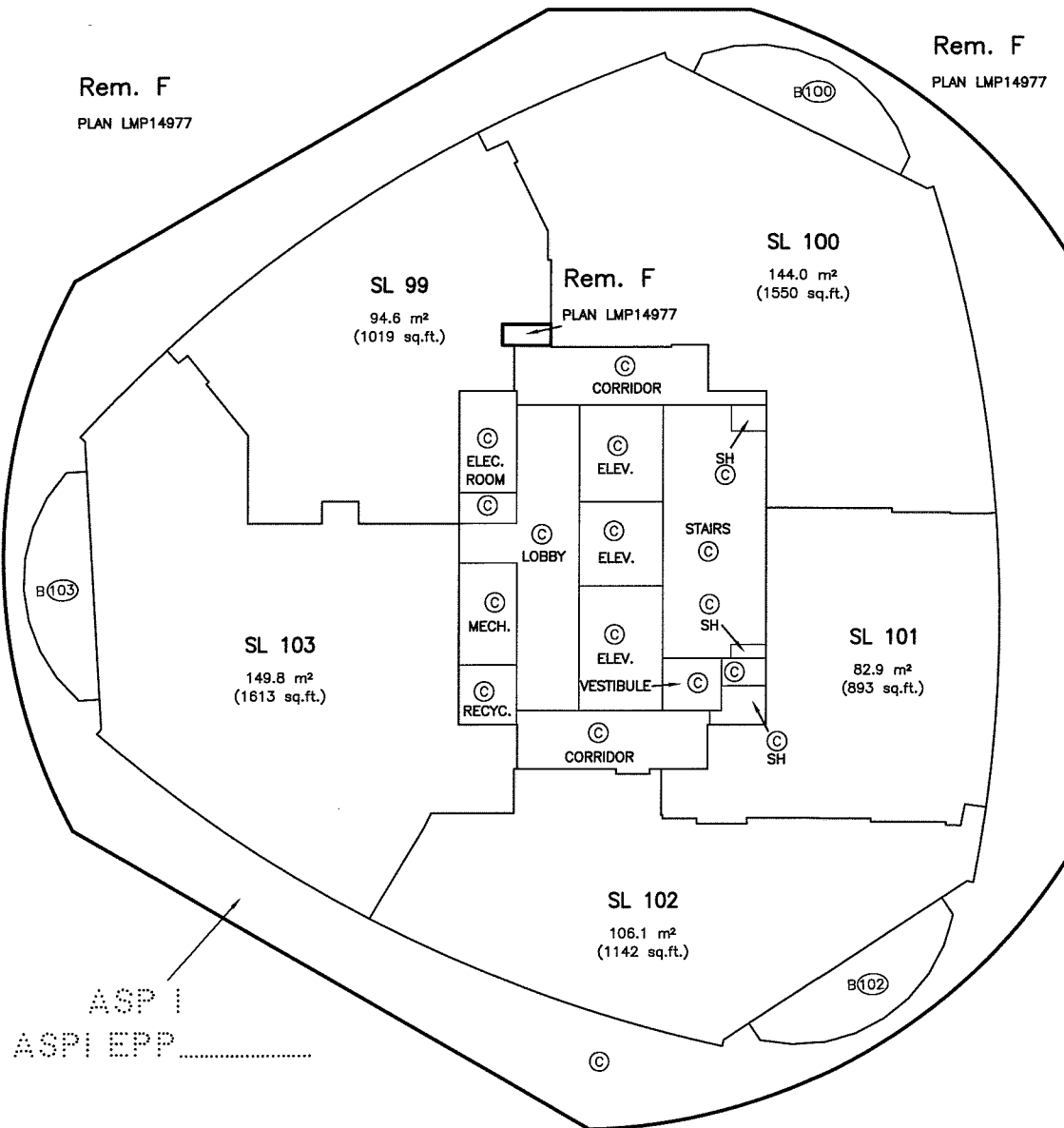
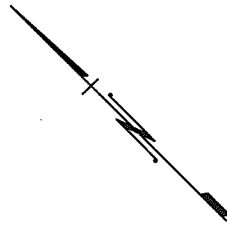


TOWER FLOOR 40

PLAN EPS

5m 1 0 2.5 5.0m

THE INTENDED PLOT SIZE OF THIS PLAN IS
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WHEN PLOTTED AT A SCALE 1:150

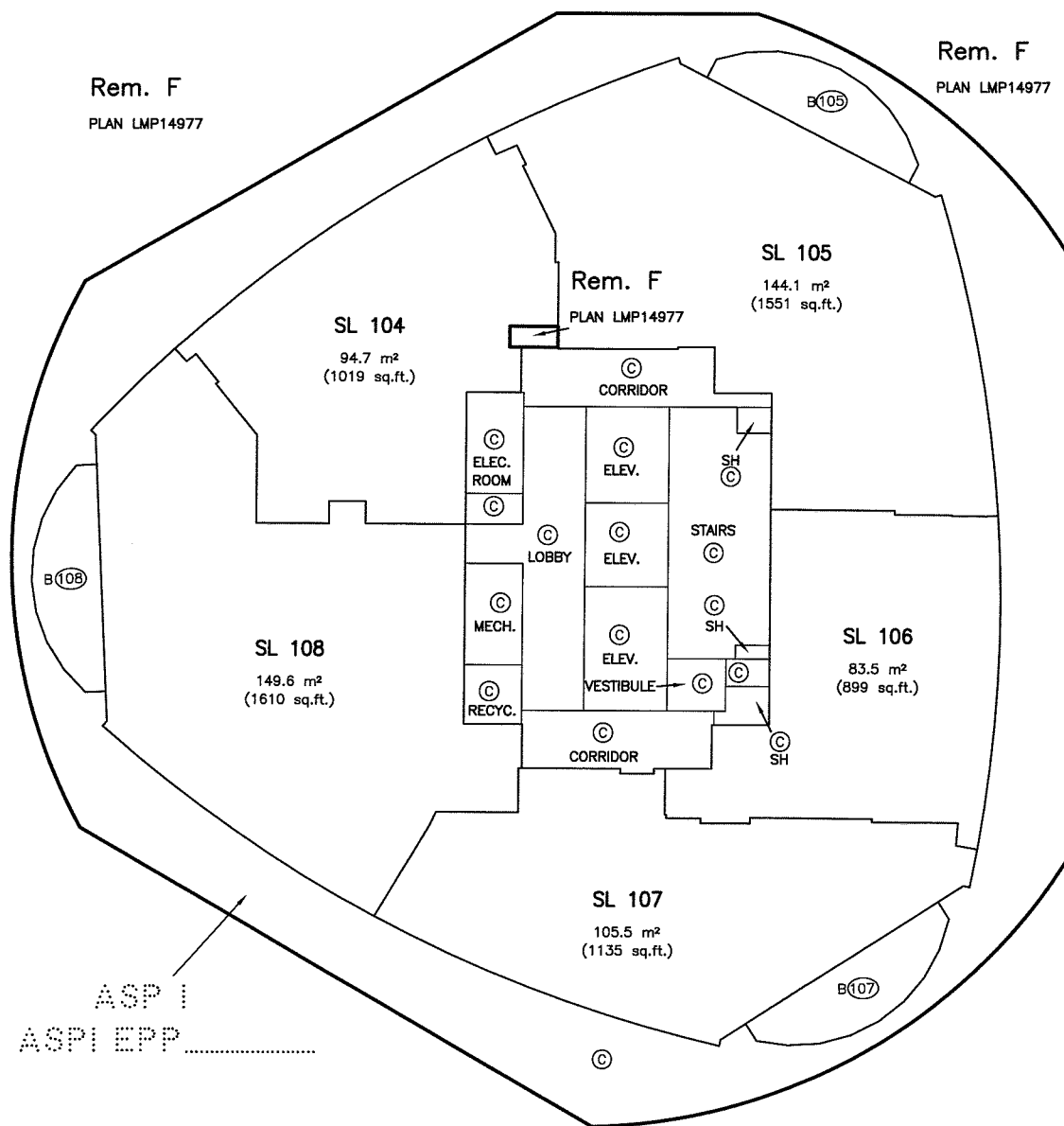


TOWER FLOOR 41

PLAN EPS

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THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:150

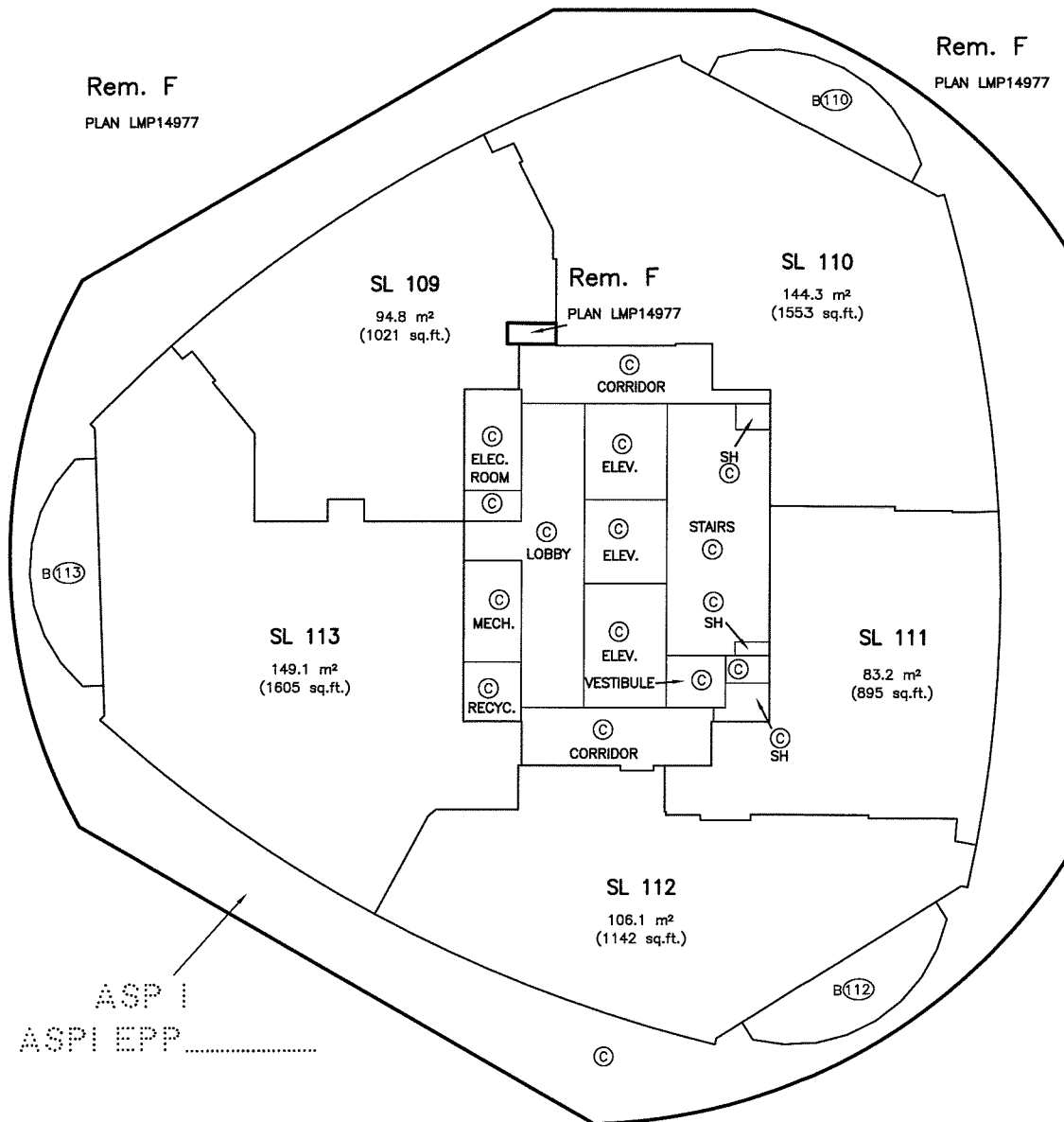


TOWER FLOOR 42

PLAN EPS

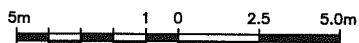
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THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:150

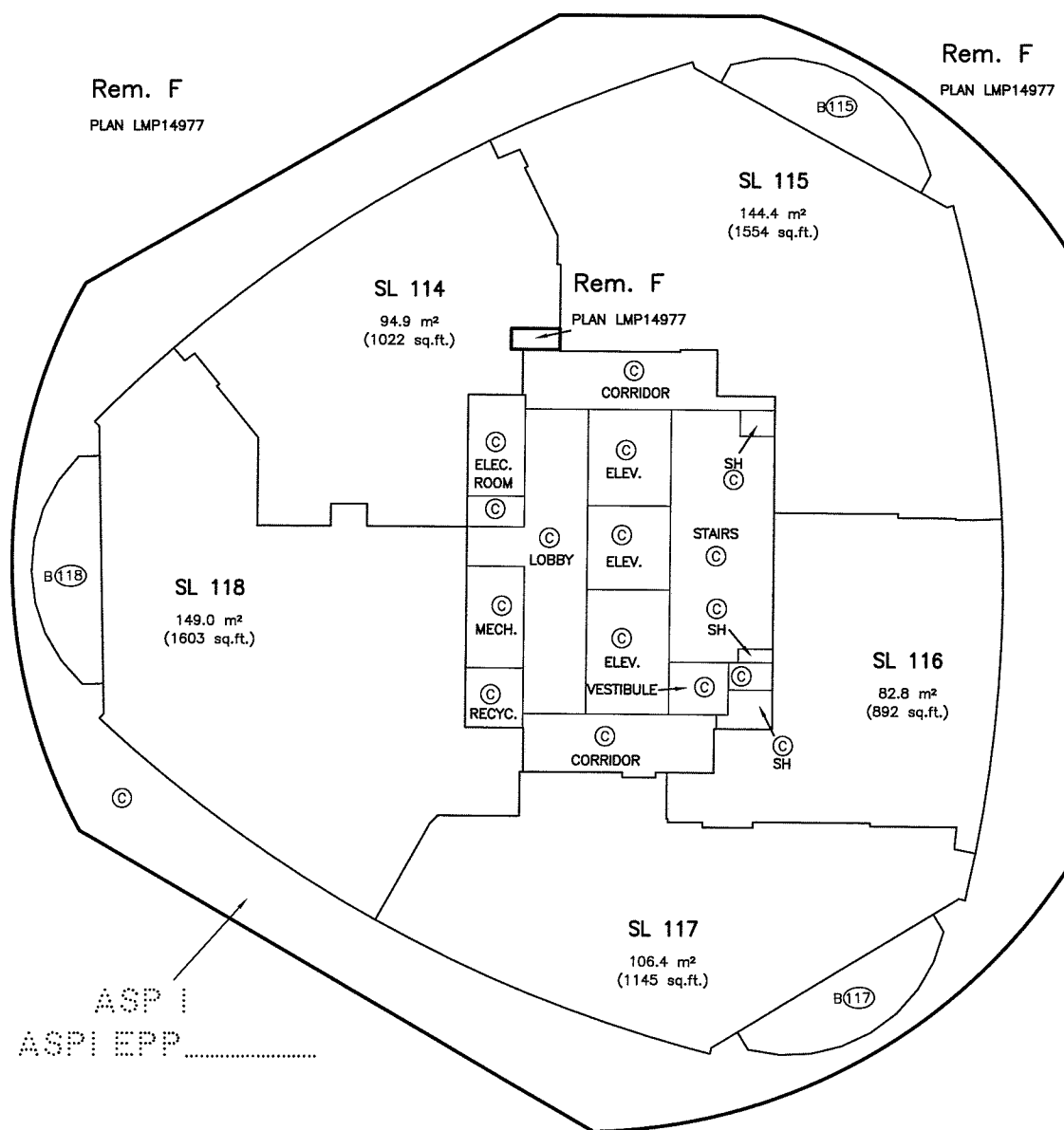
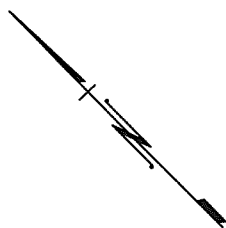


TOWER FLOOR 43

PLAN EPS



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WHEN PLOTTED AT A SCALE 1:150

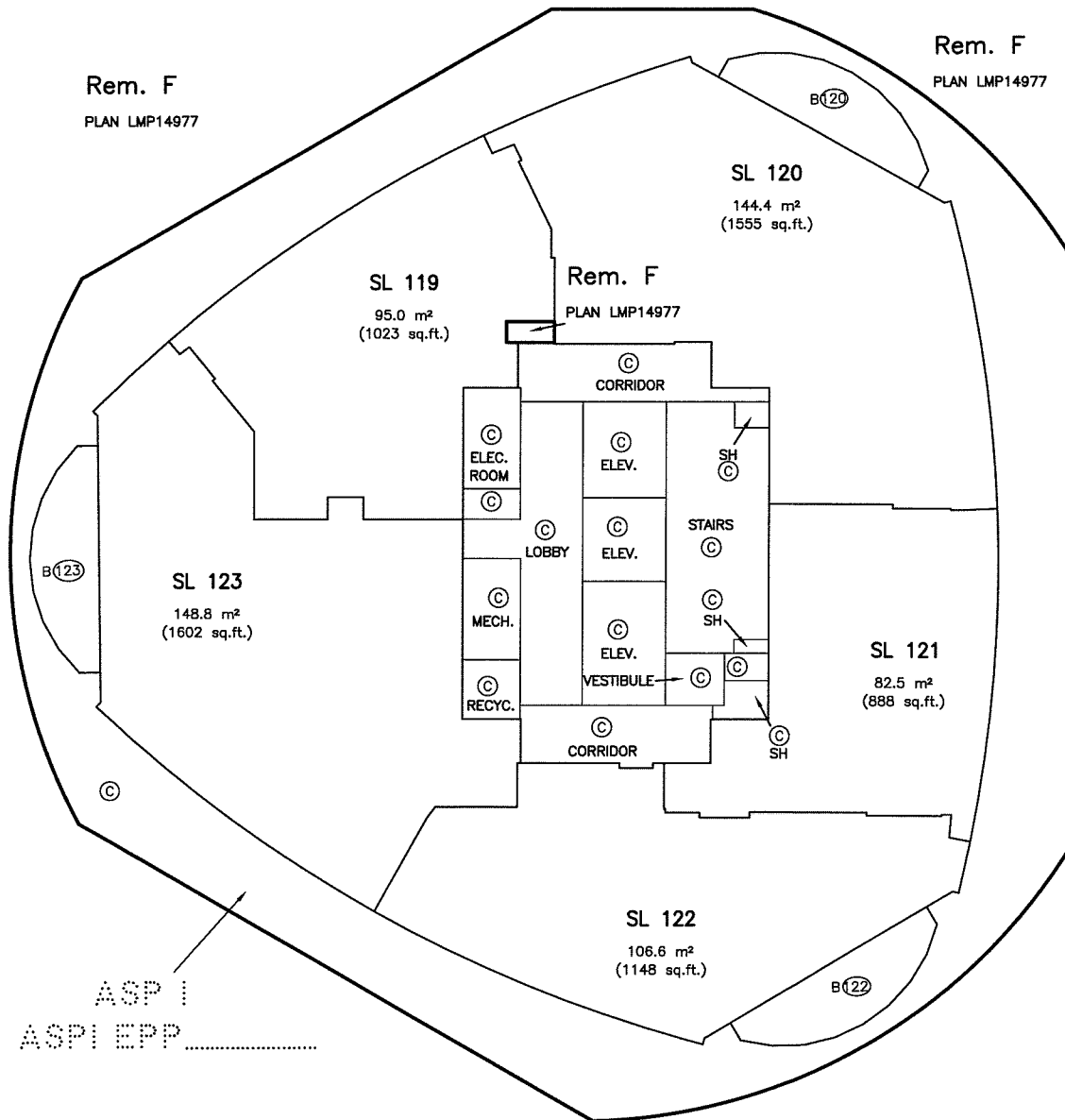
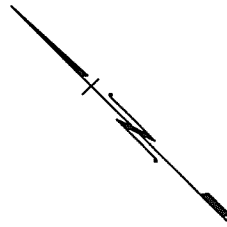


TOWER FLOOR 45

PLAN EPS

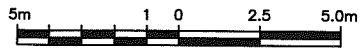
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THE INTENDED PLOT SIZE OF THIS PLAN IS
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WHEN PLOTTED AT A SCALE 1:150

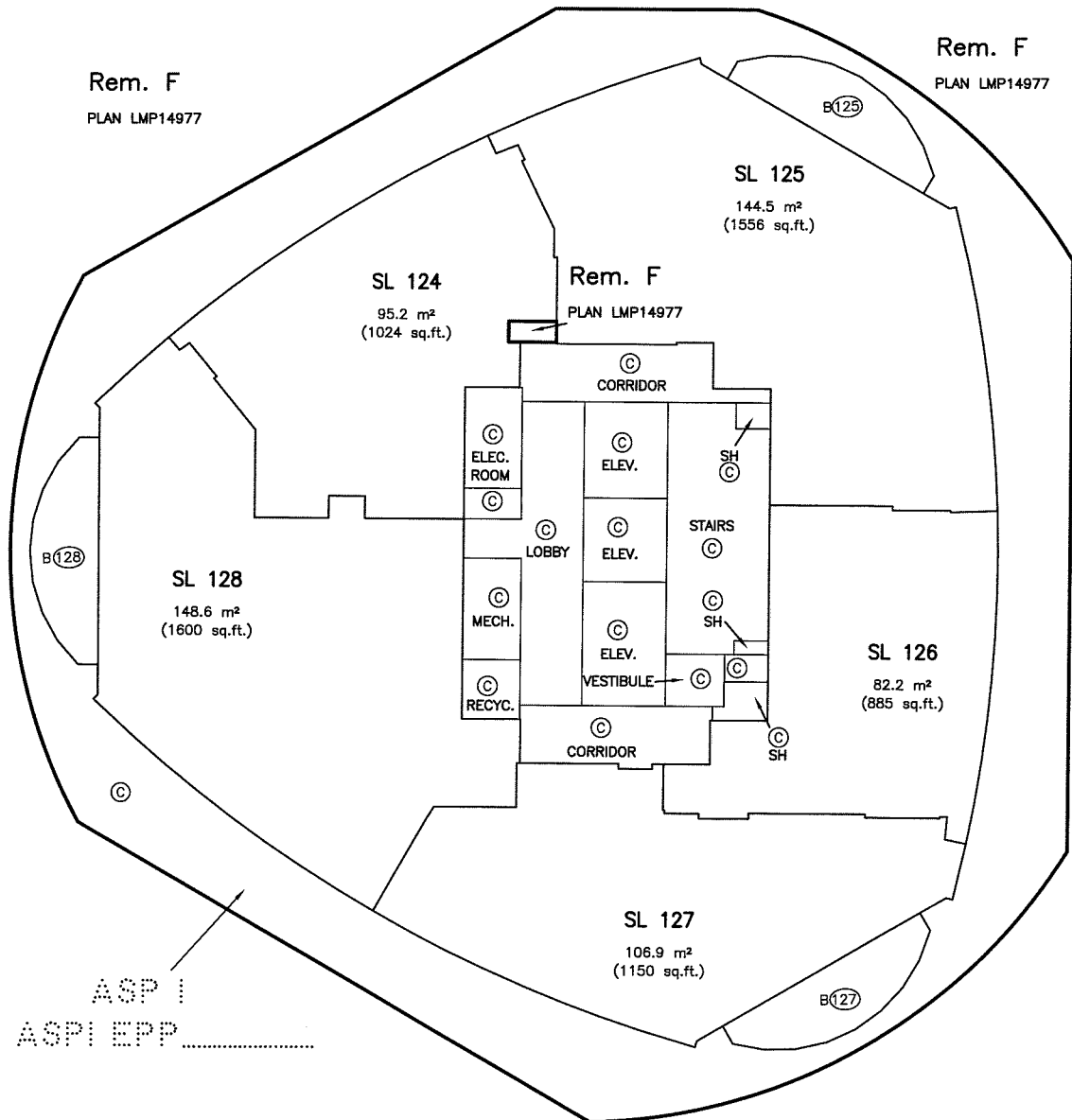
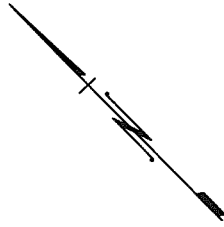


TOWER FLOOR 46

PLAN EPS



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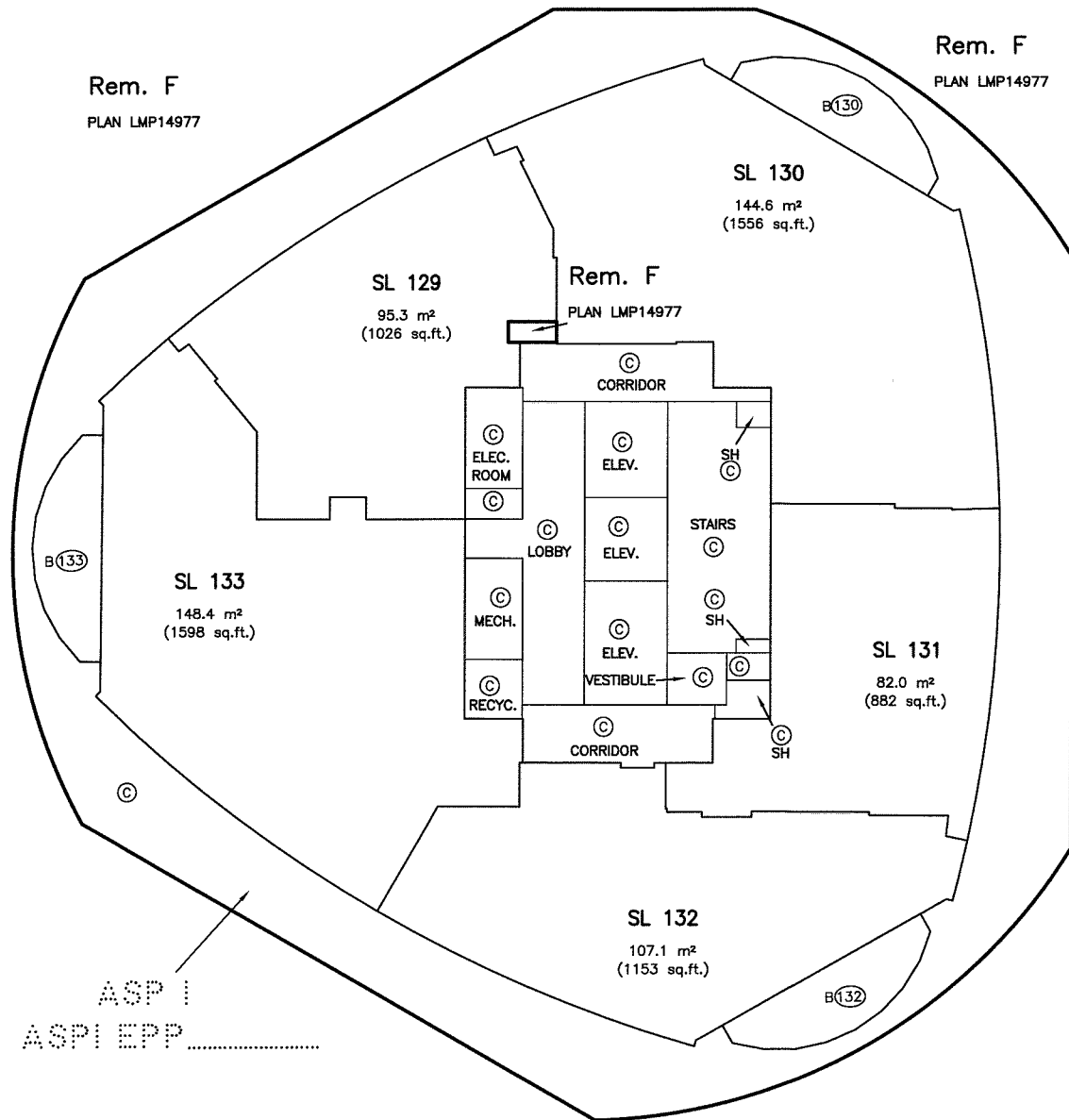
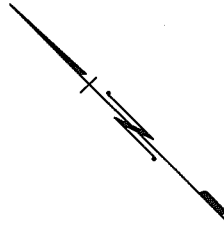


TOWER FLOOR 47

PLAN EPS

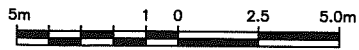
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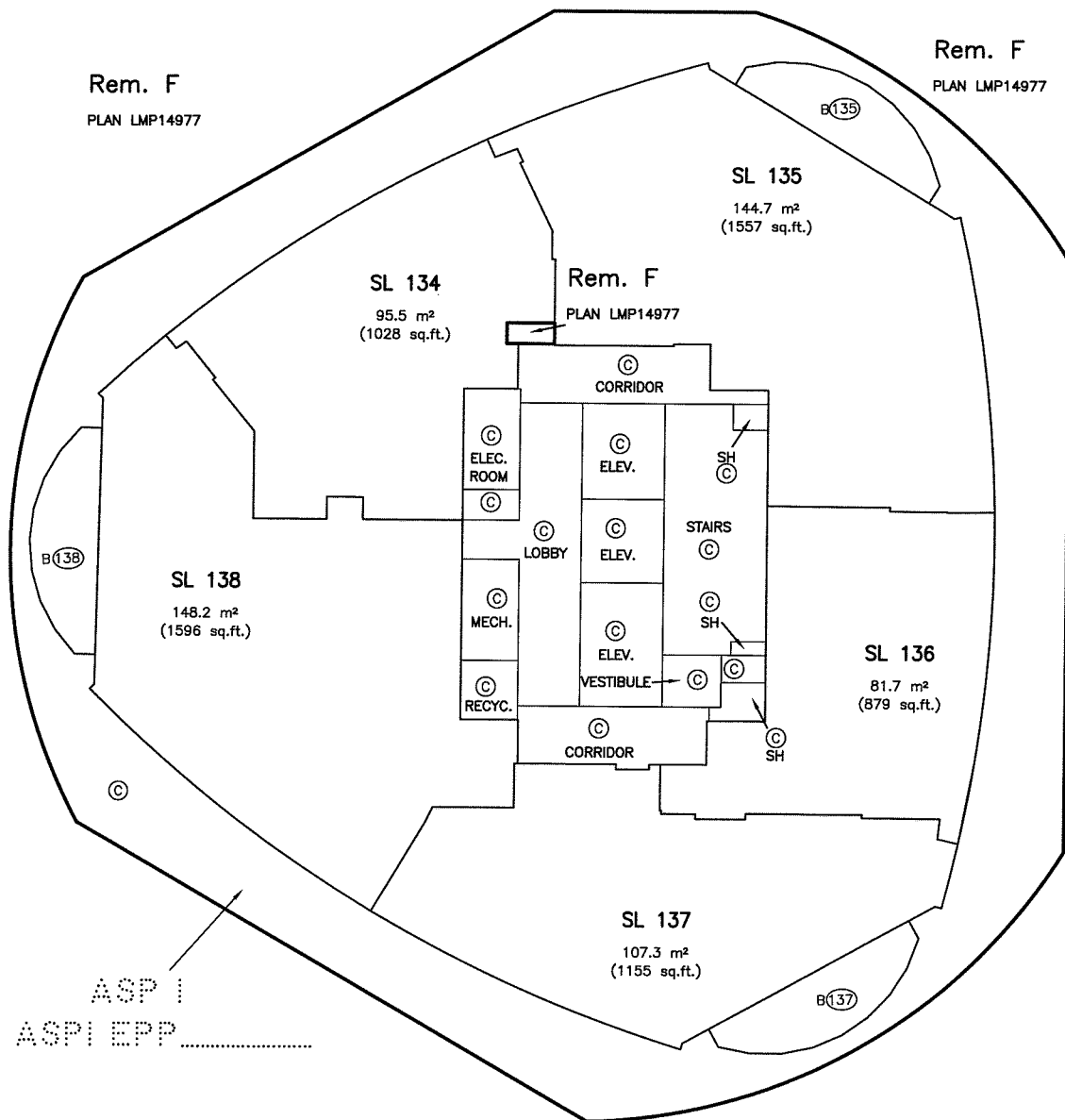
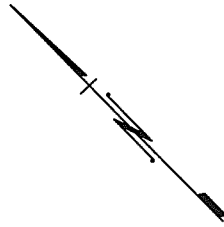


TOWER FLOOR 48

PLAN EPS



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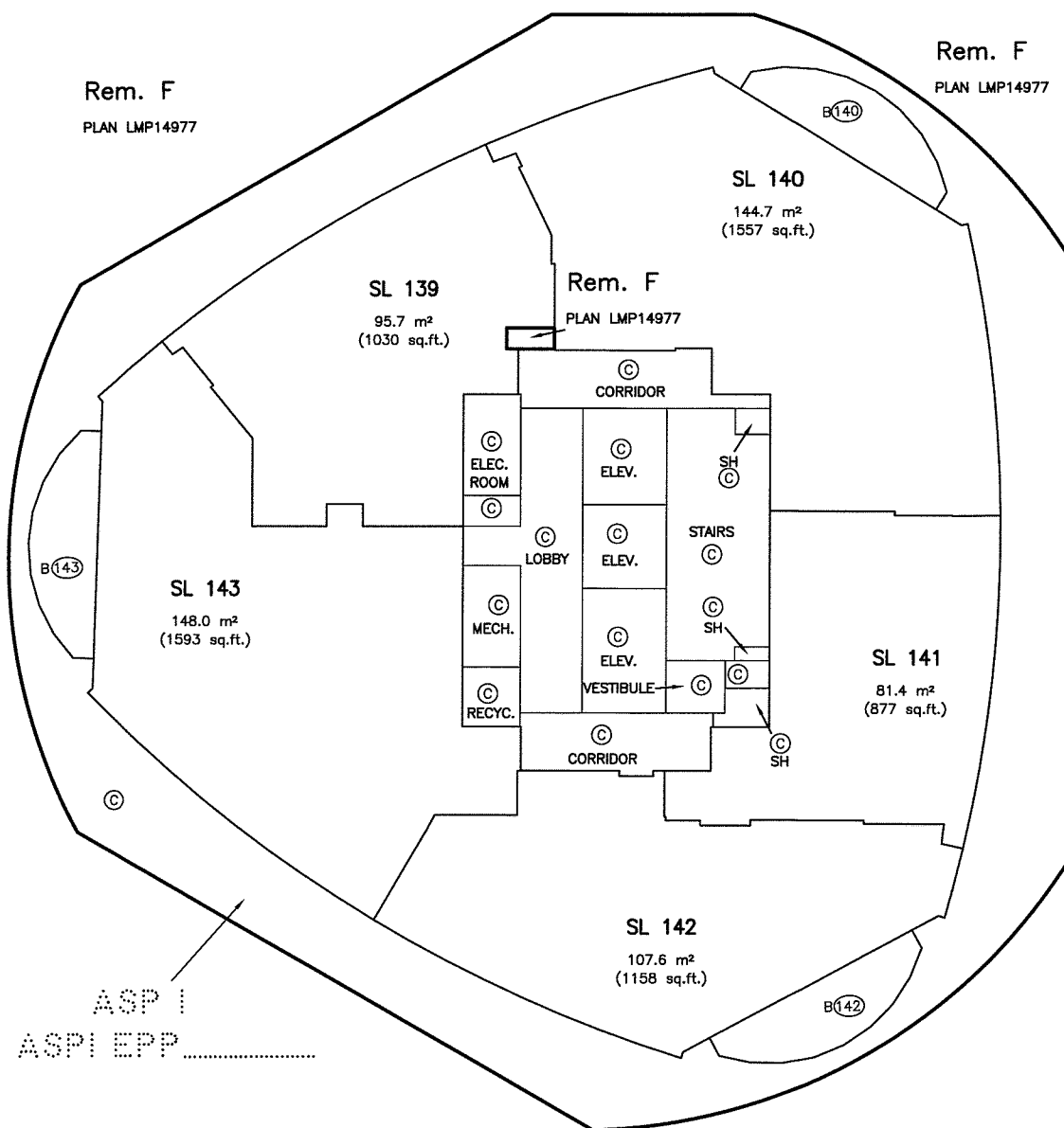
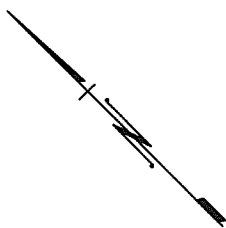
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TOWER FLOOR 49

PLAN EPS

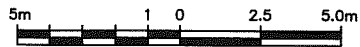
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WHEN PLOTTED AT A SCALE 1:150

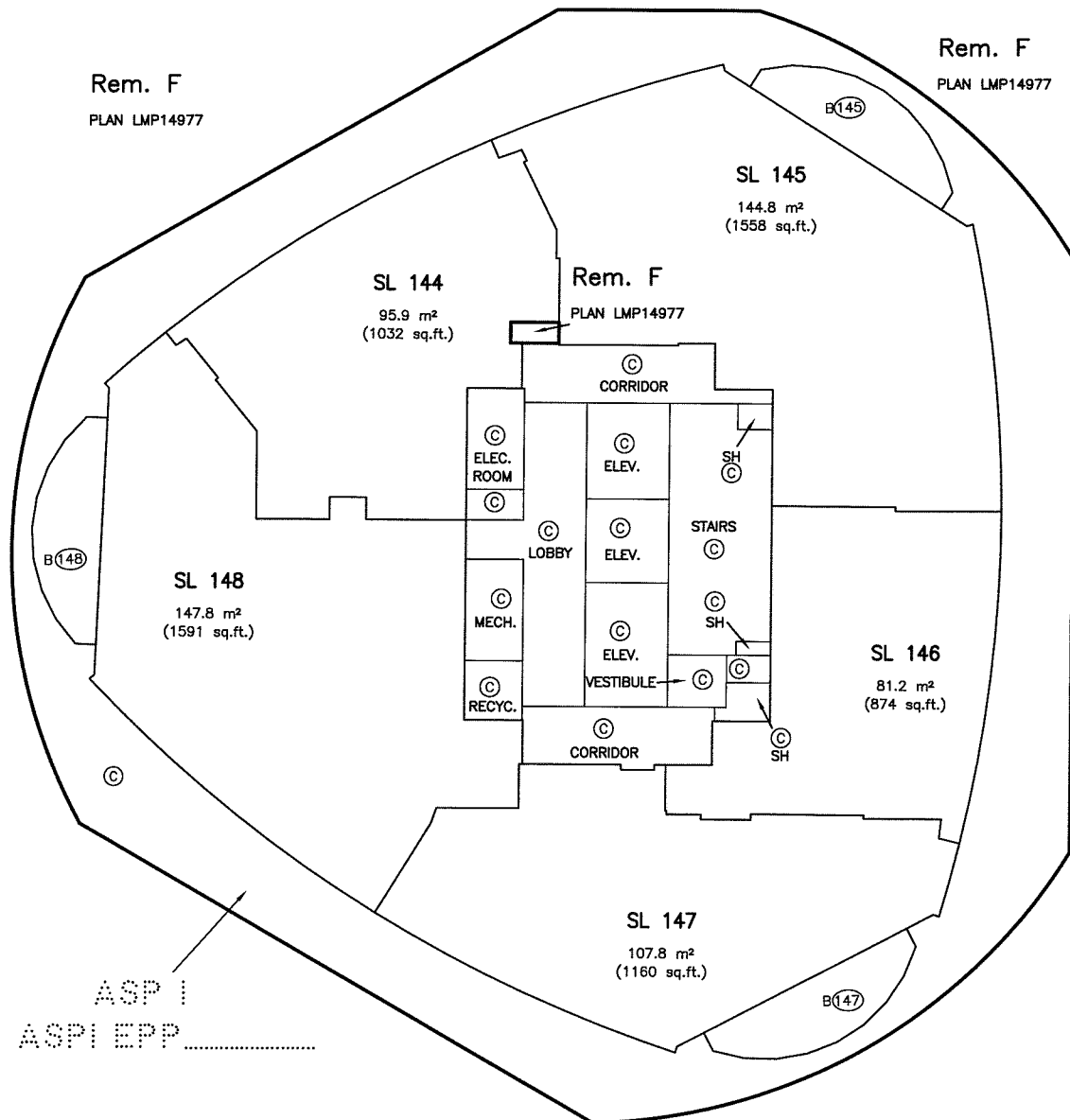
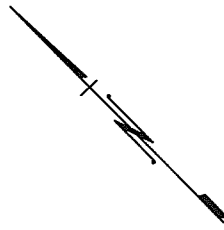


TOWER FLOOR 50

PLAN EPS



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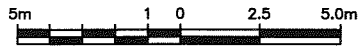


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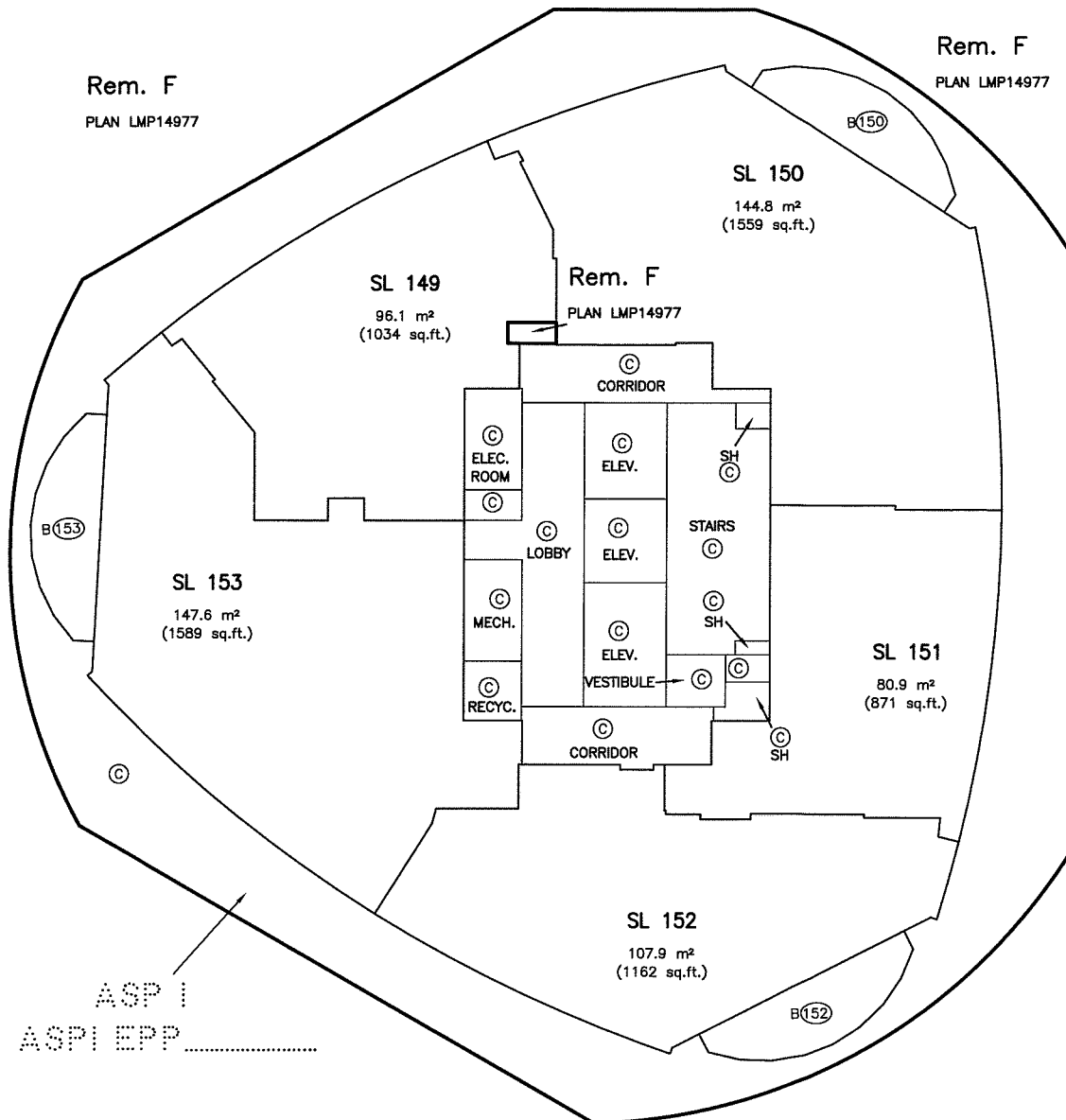
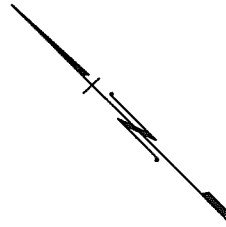
TOWER FLOOR 51

PLAN EPS

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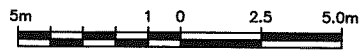


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WHEN PLOTTED AT A SCALE 1:150

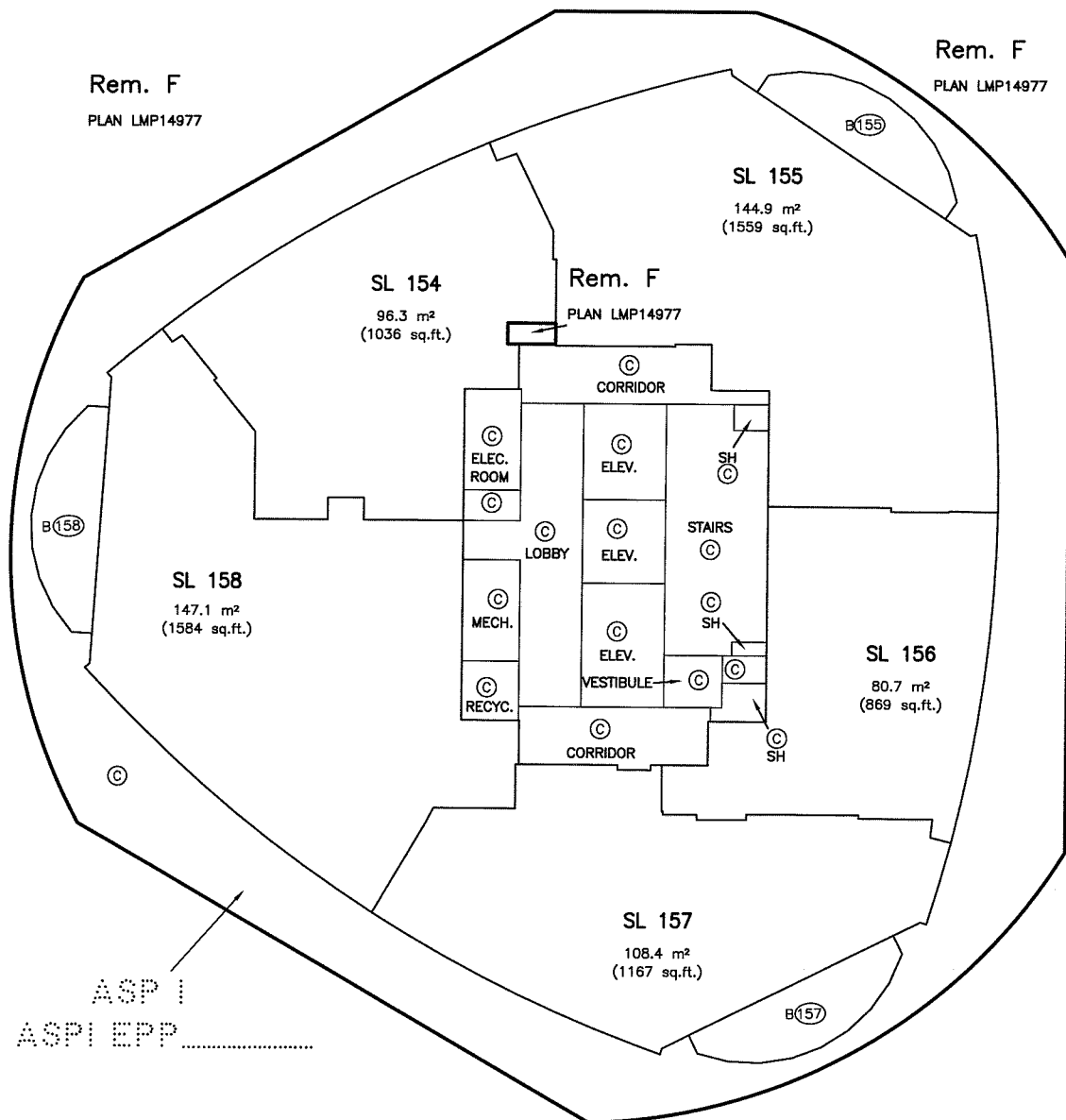
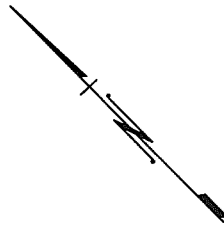


TOWER FLOOR 52

PLAN EPS

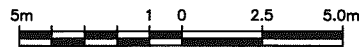


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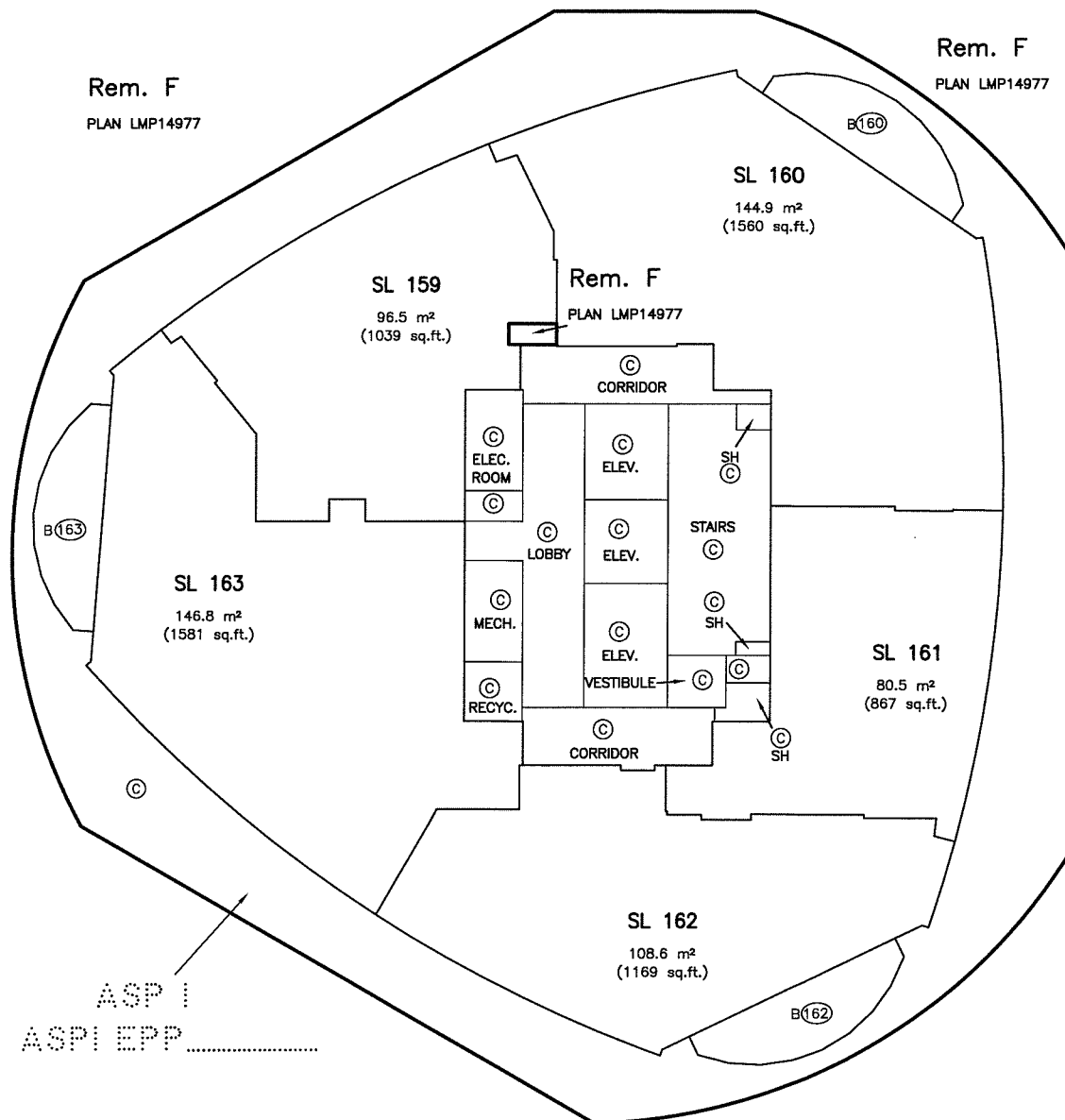
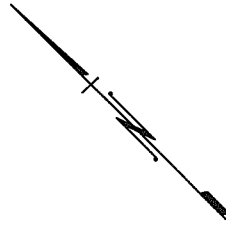


TOWER FLOOR 53

PLAN EPS



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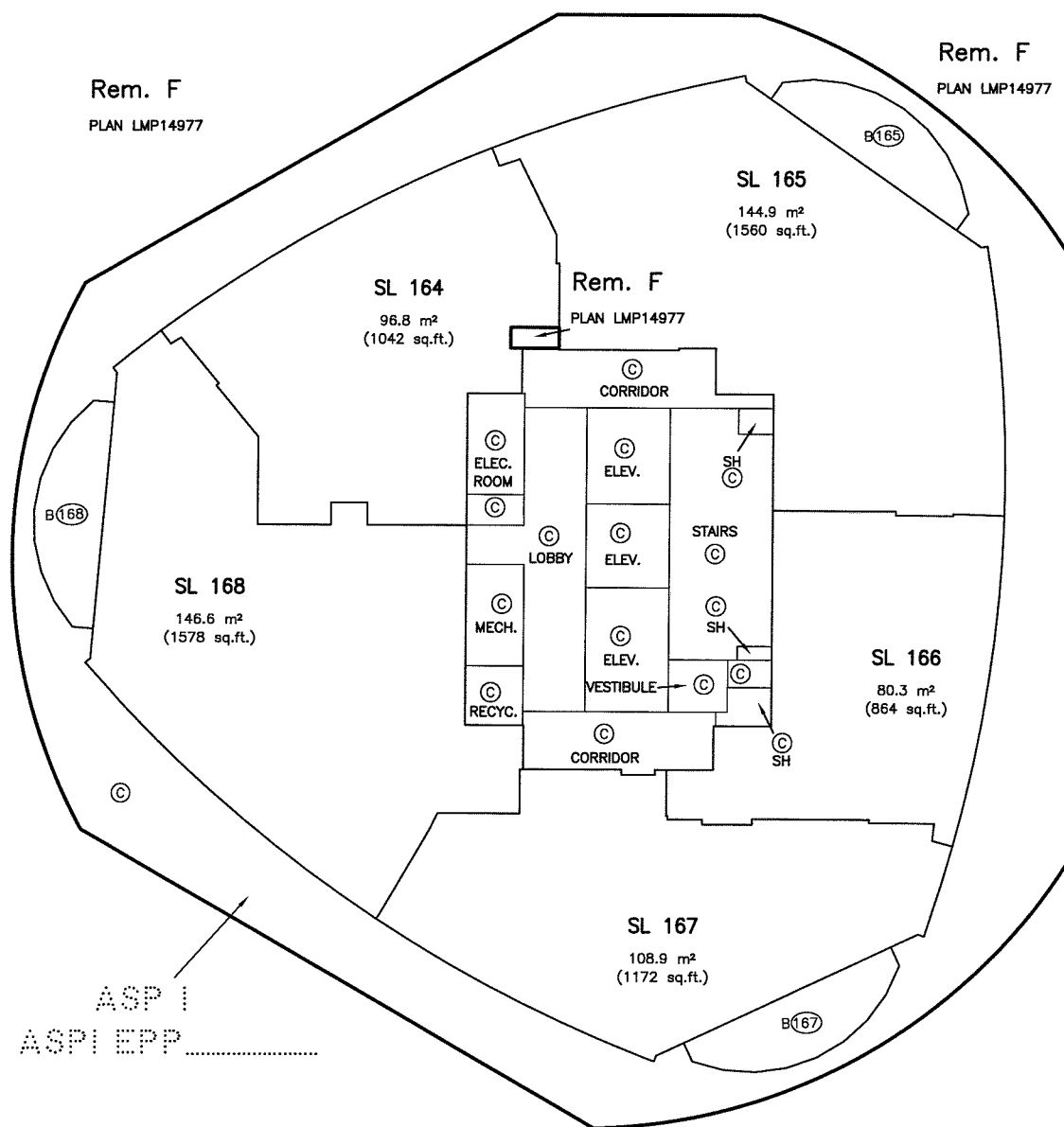


TOWER FLOOR 55

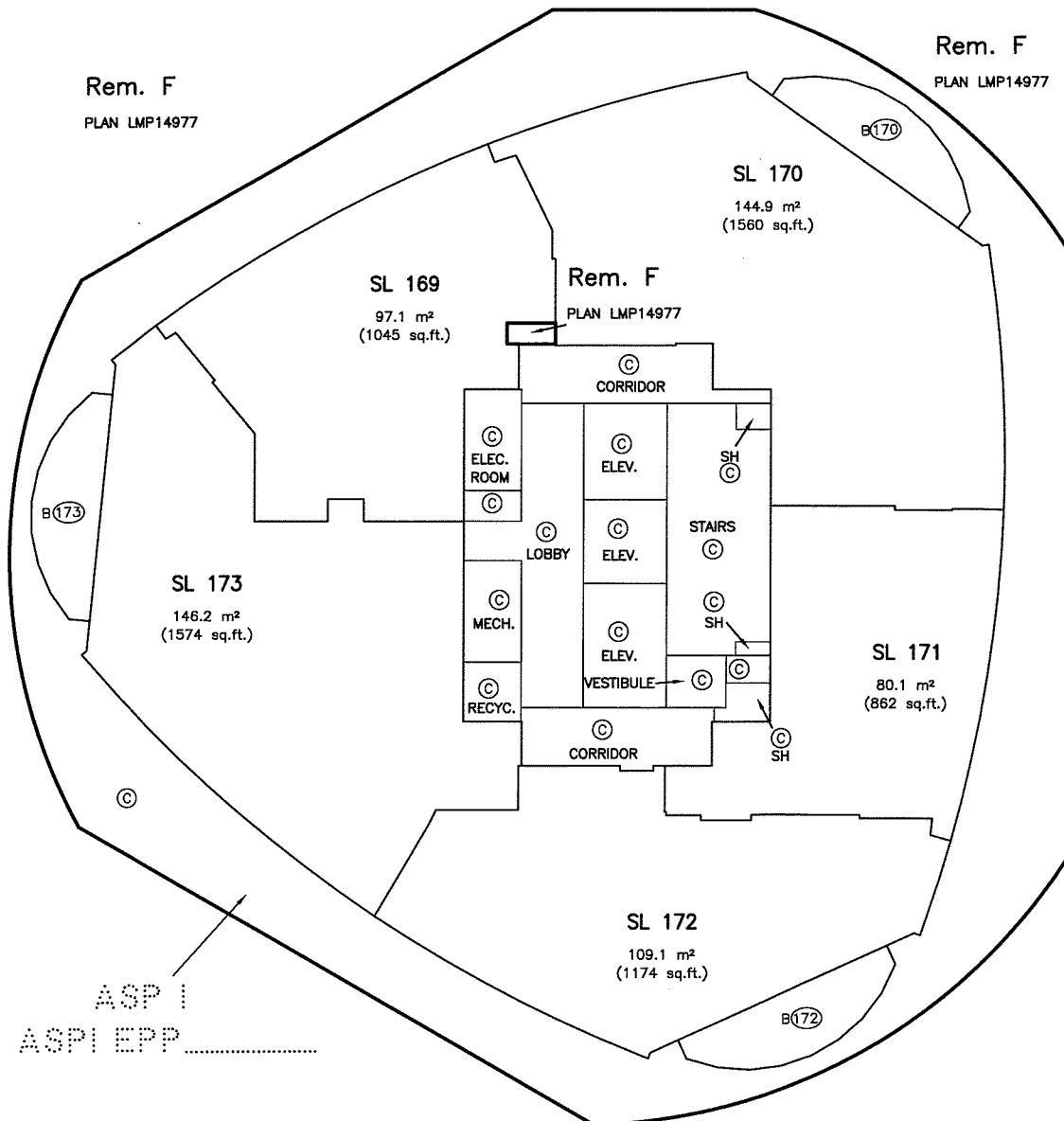
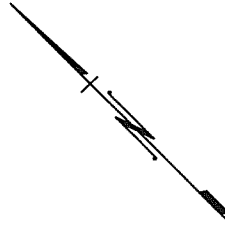
PLAN EPS

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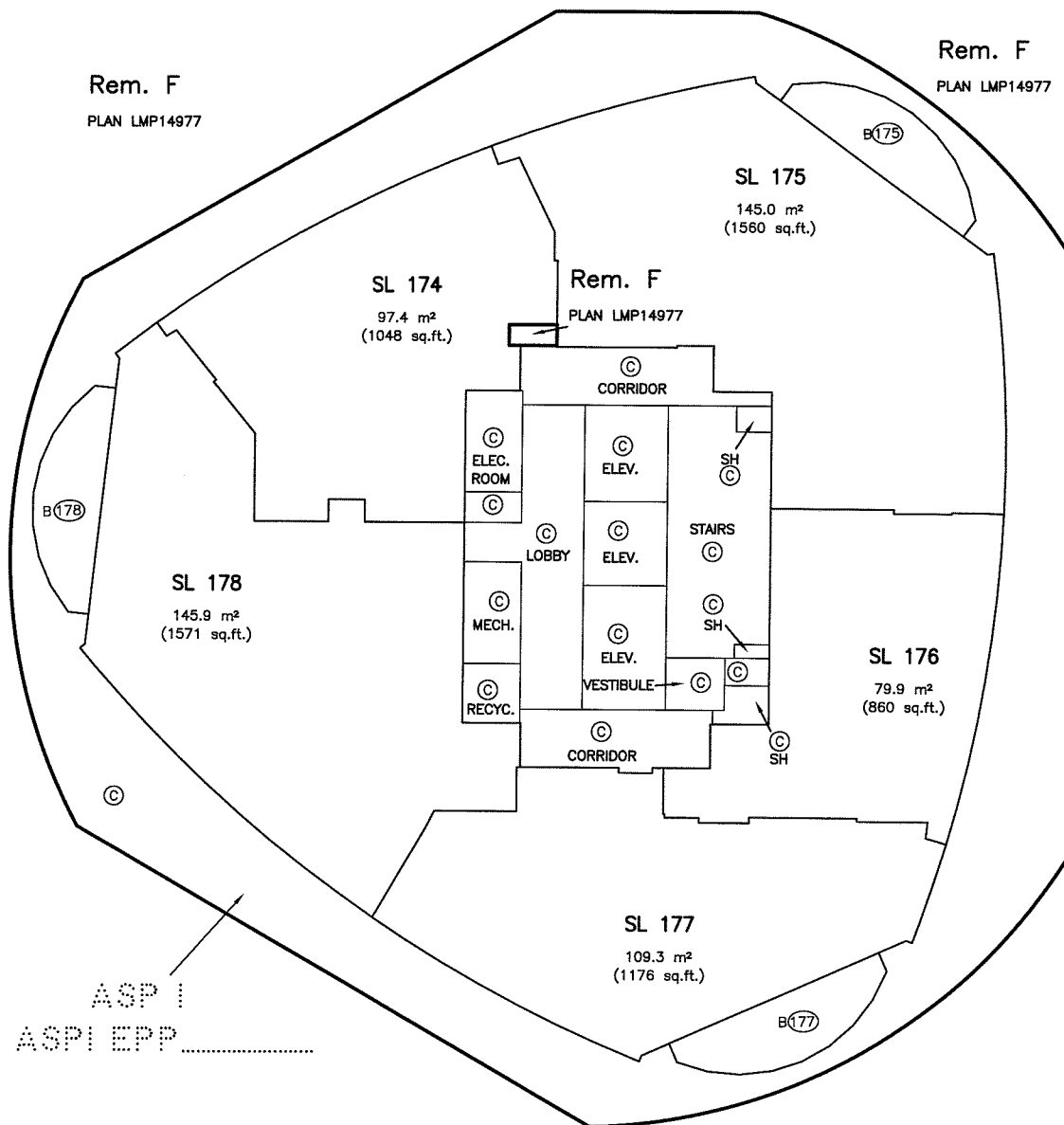


TOWER FLOOR 57

PLAN EPS

5m 1 0 2.5 5.0m

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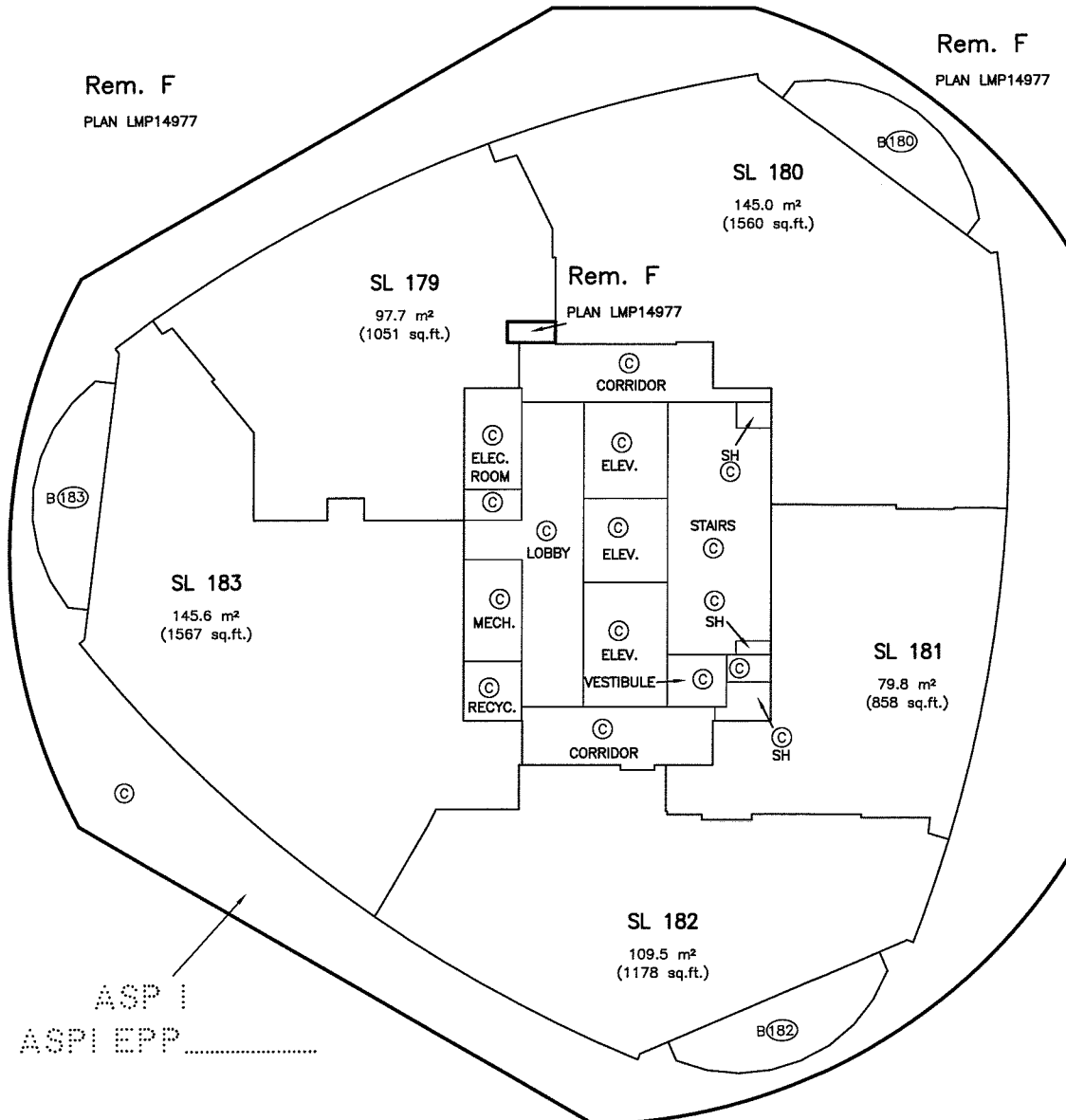
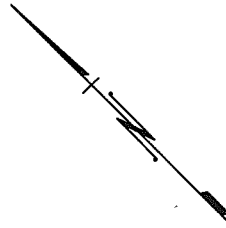


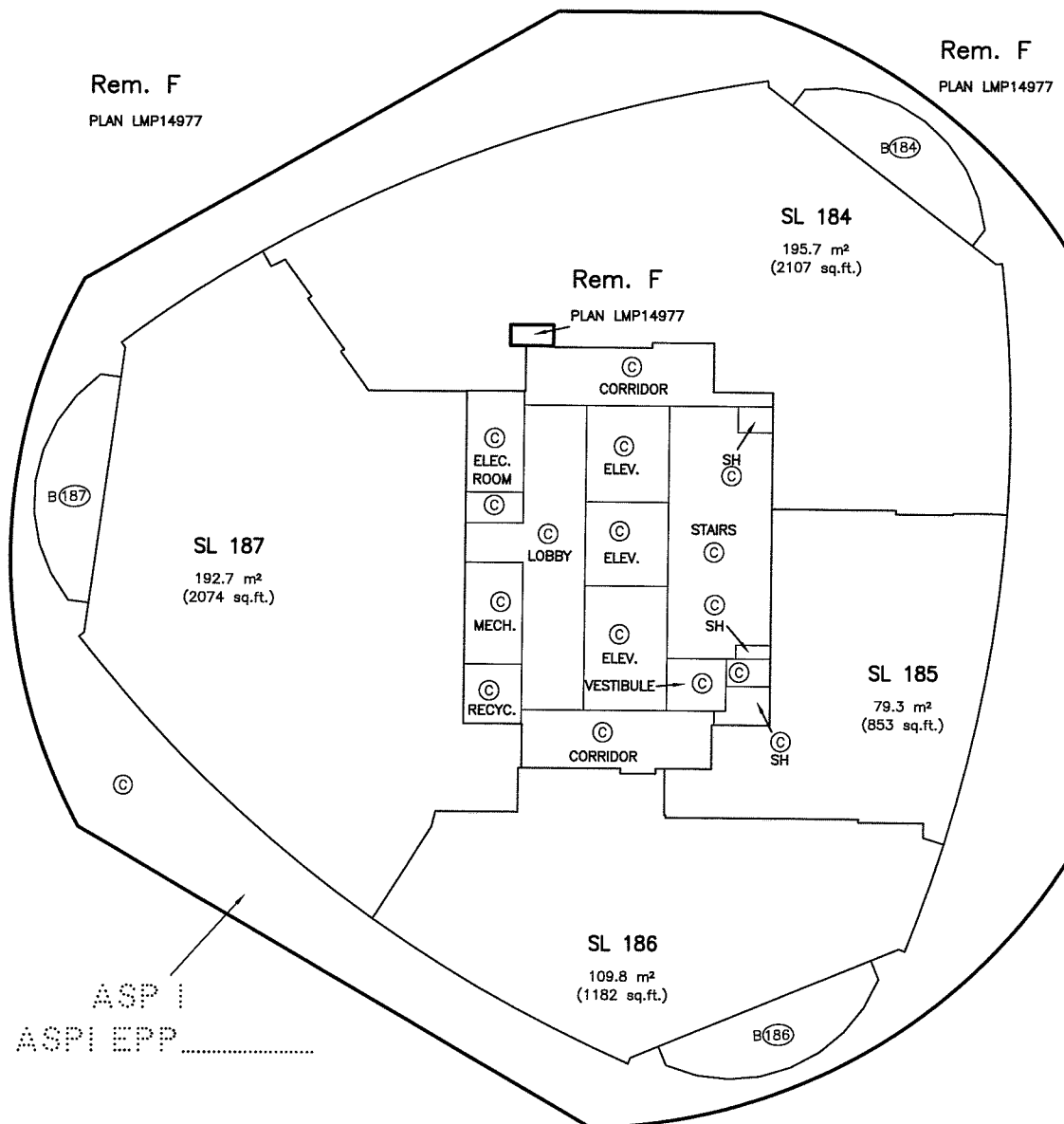
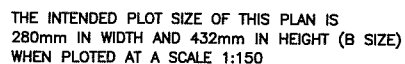
TOWER FLOOR 58

PLAN EPS



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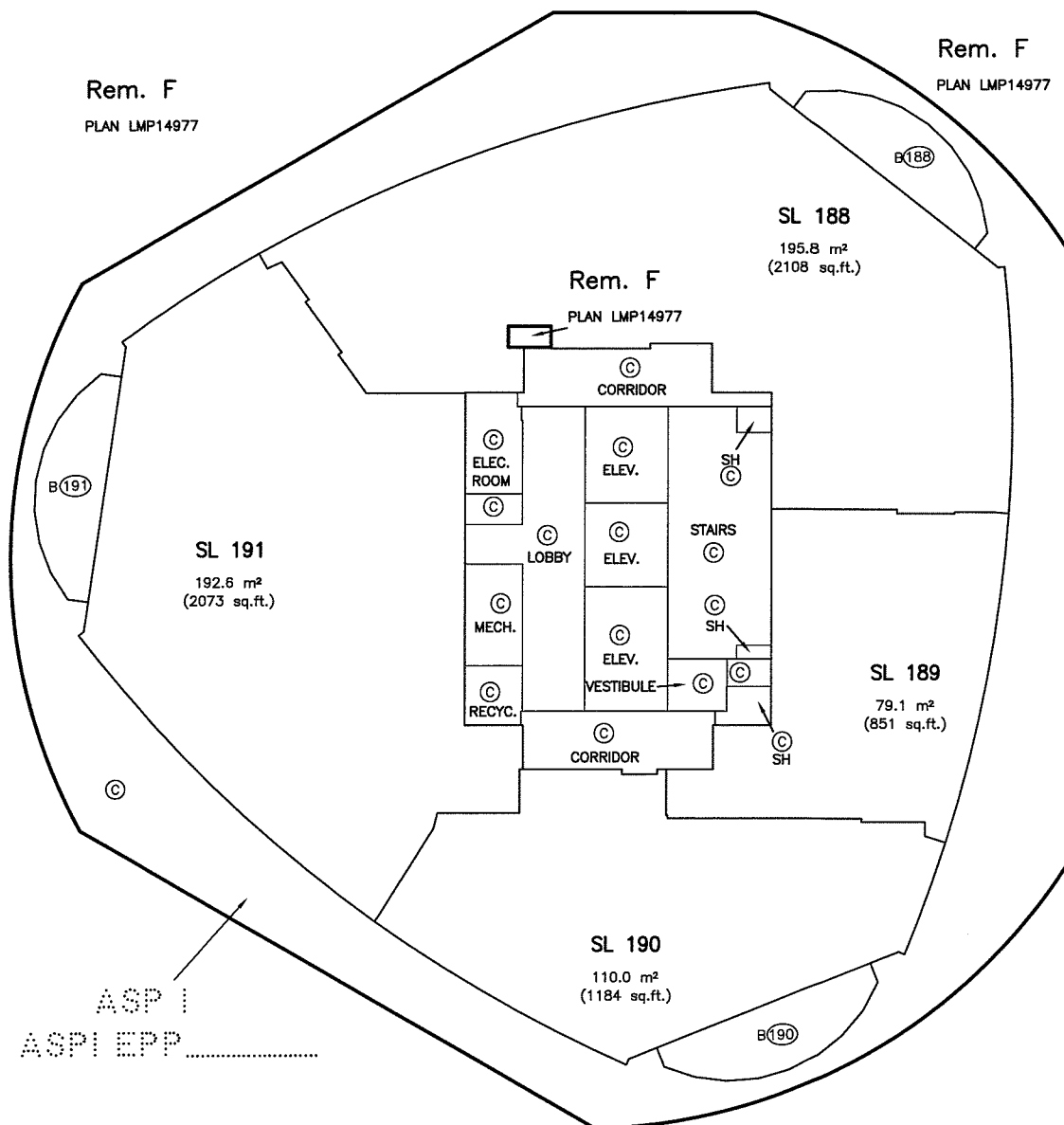
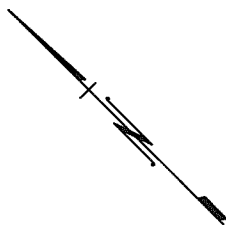


TOWER FLOOR 60

PLAN EPS

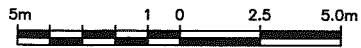
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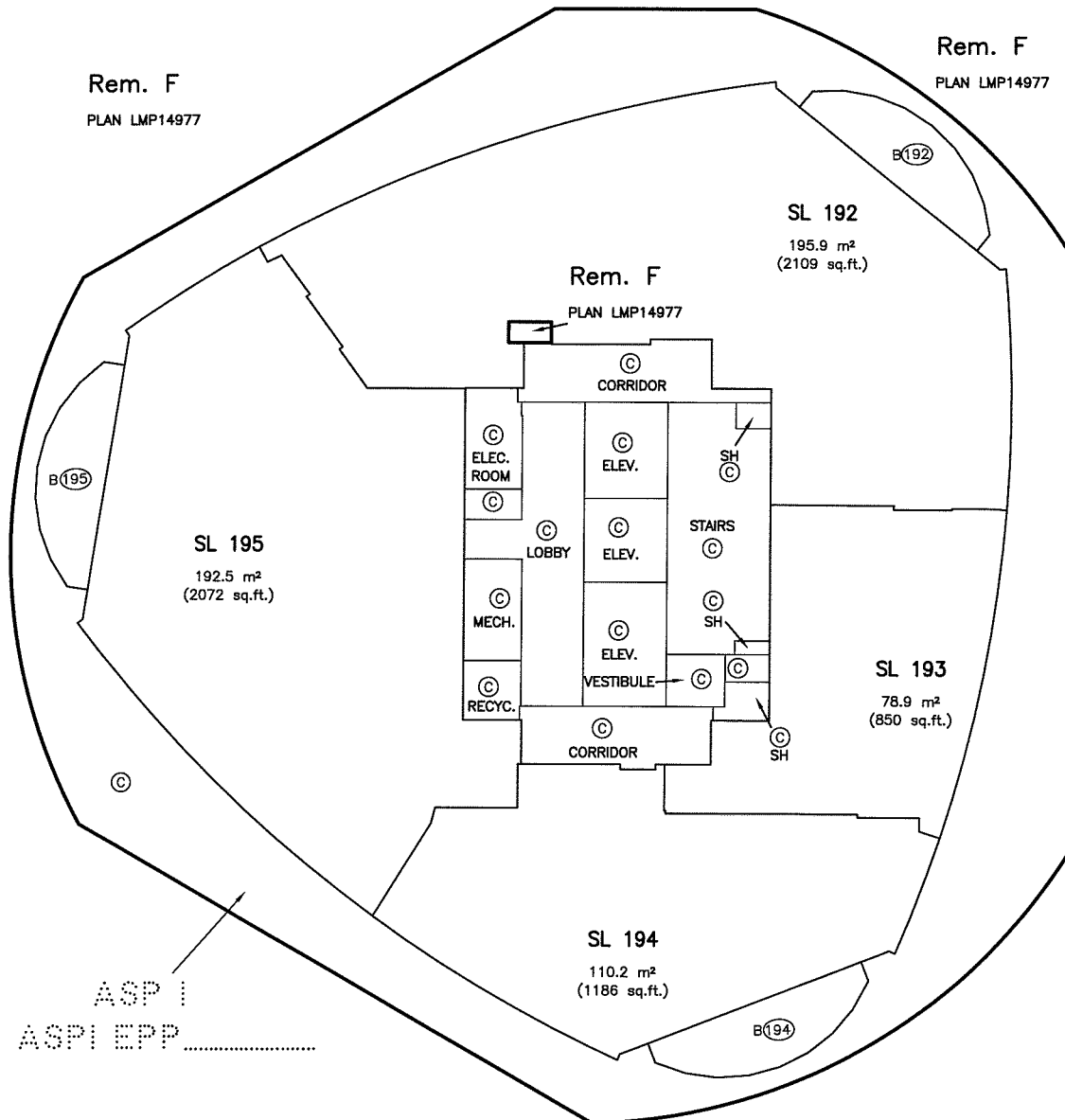
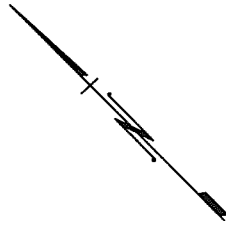


TOWER FLOOR 61

PLAN EPS



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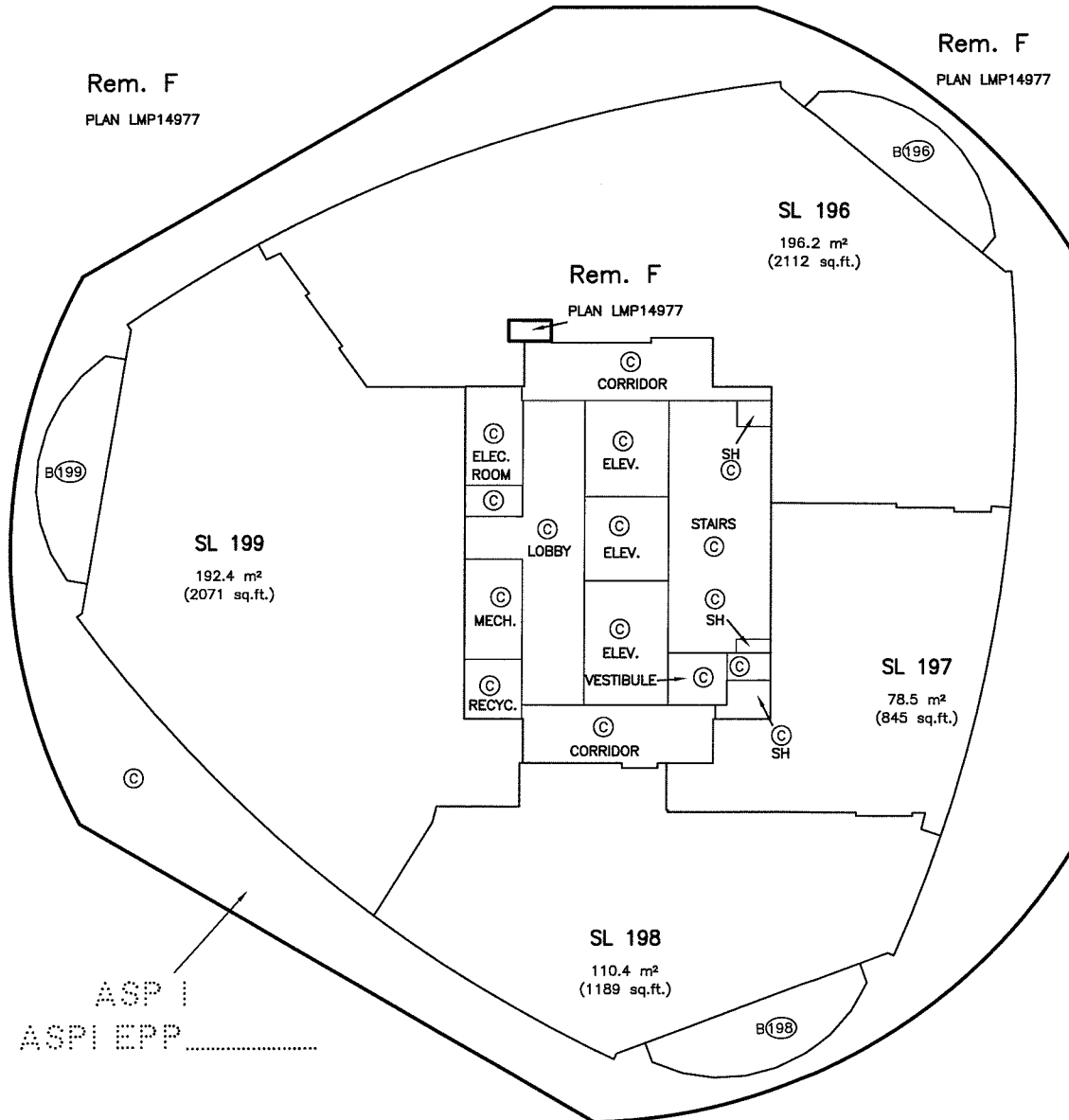
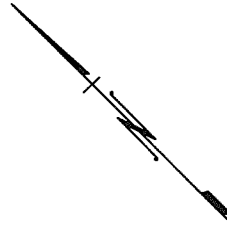


TOWER FLOOR 62

PLAN EPS

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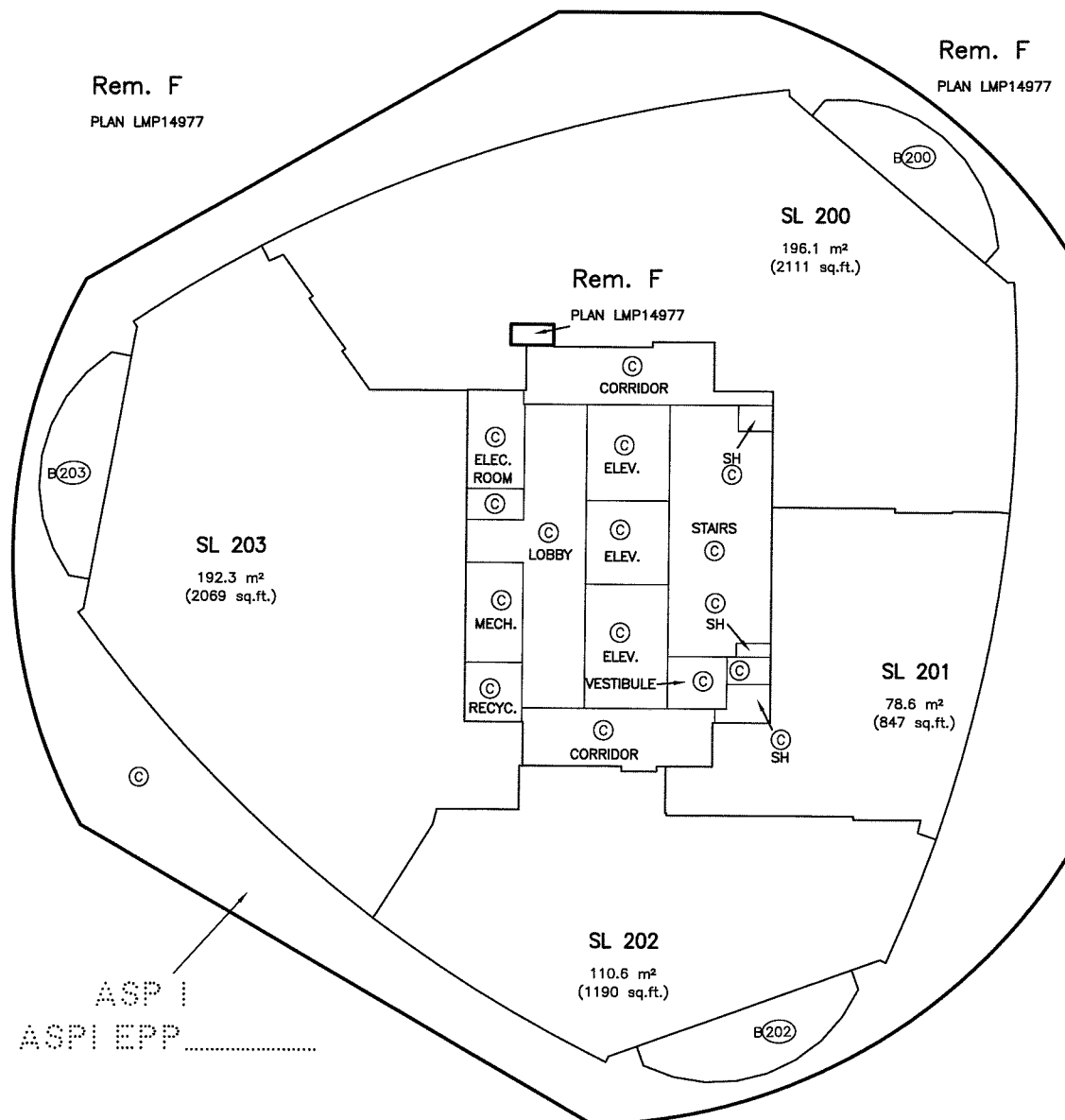
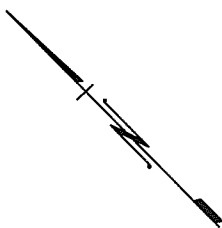


TOWER FLOOR 63

PLAN EPS



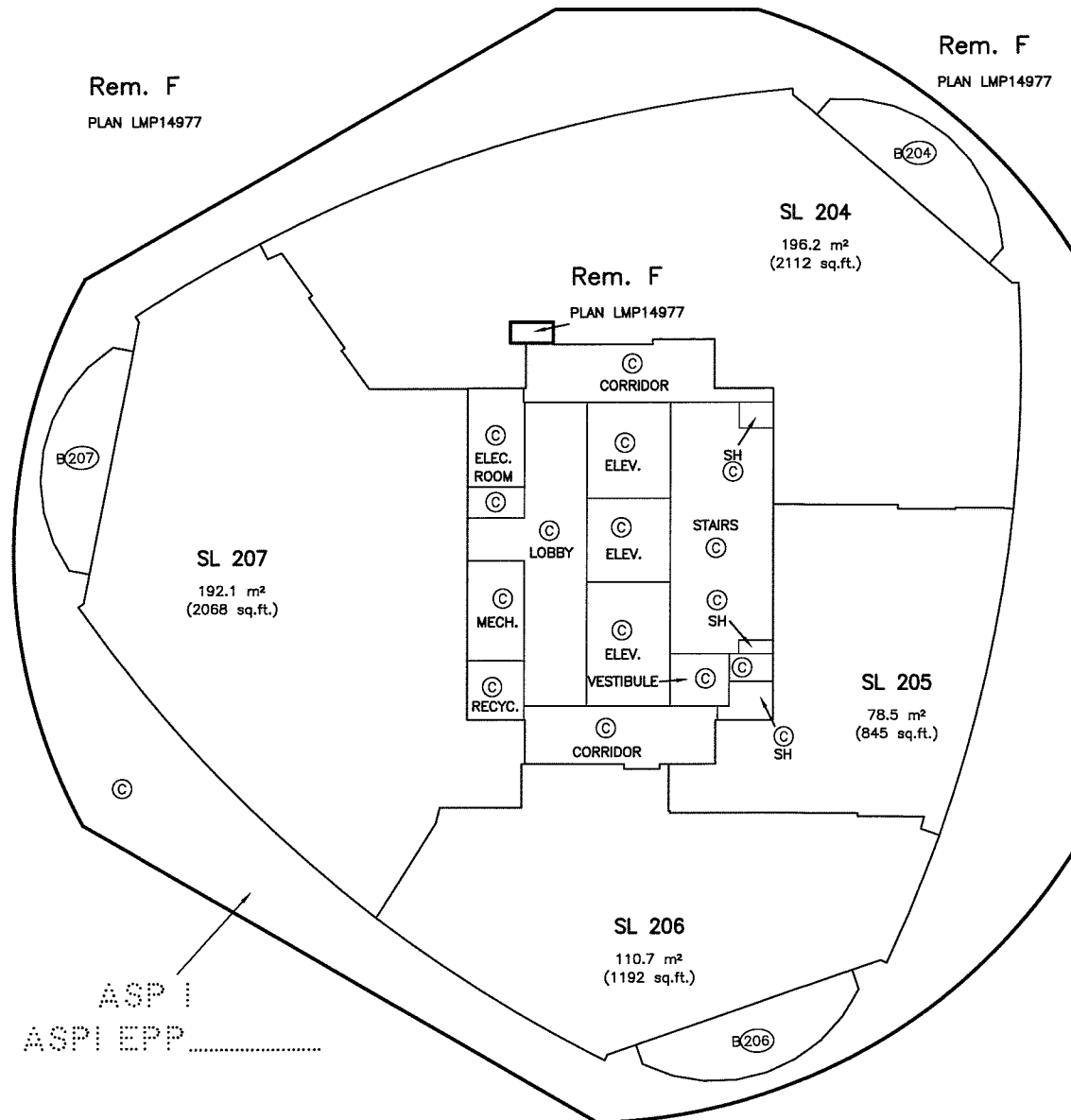
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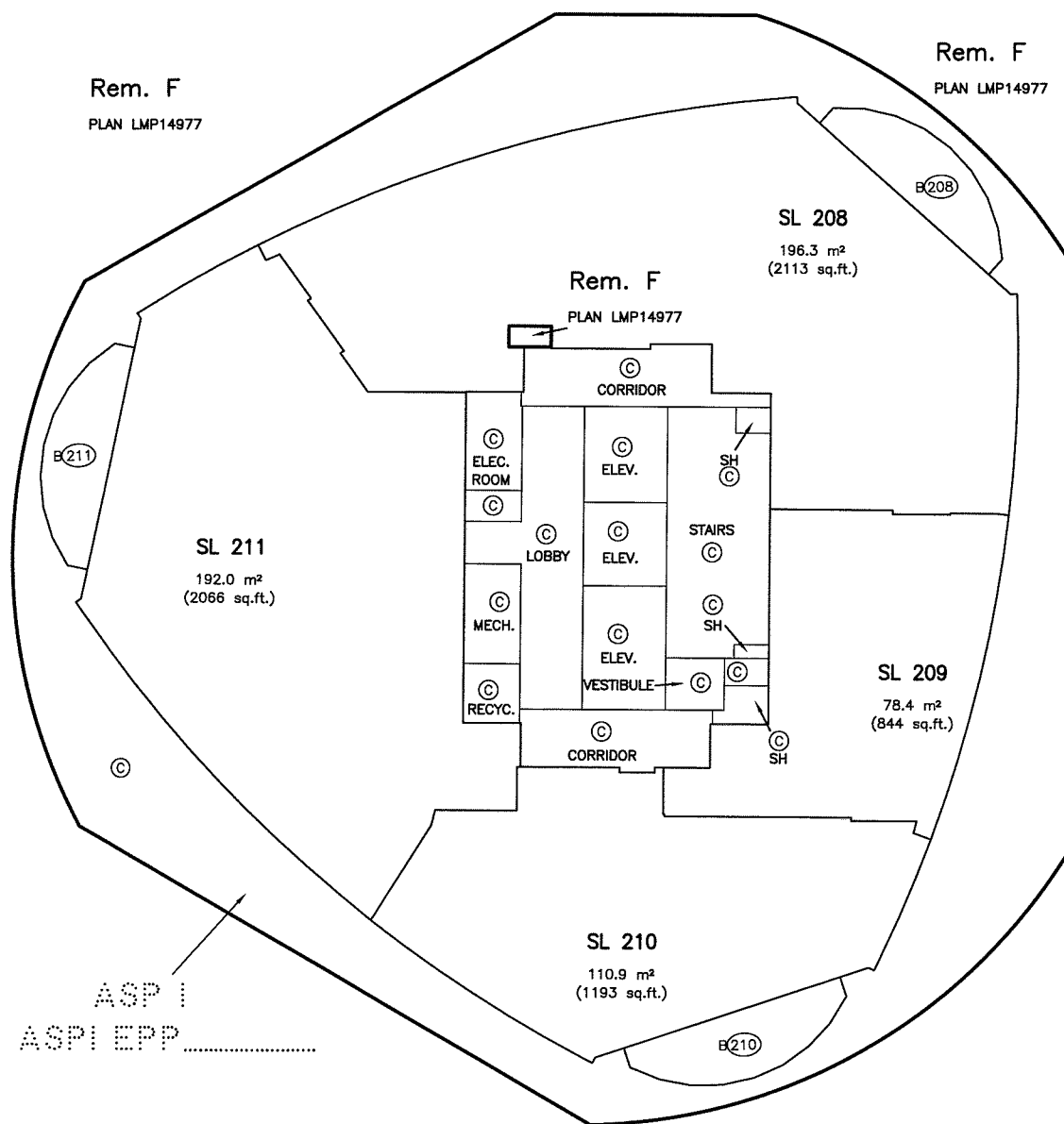
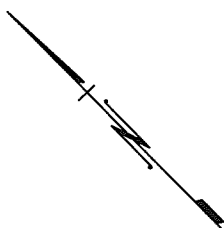
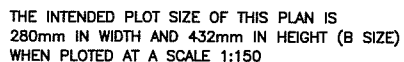


TOWER FLOOR 65

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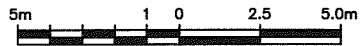


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TEL. (604) 732-3384

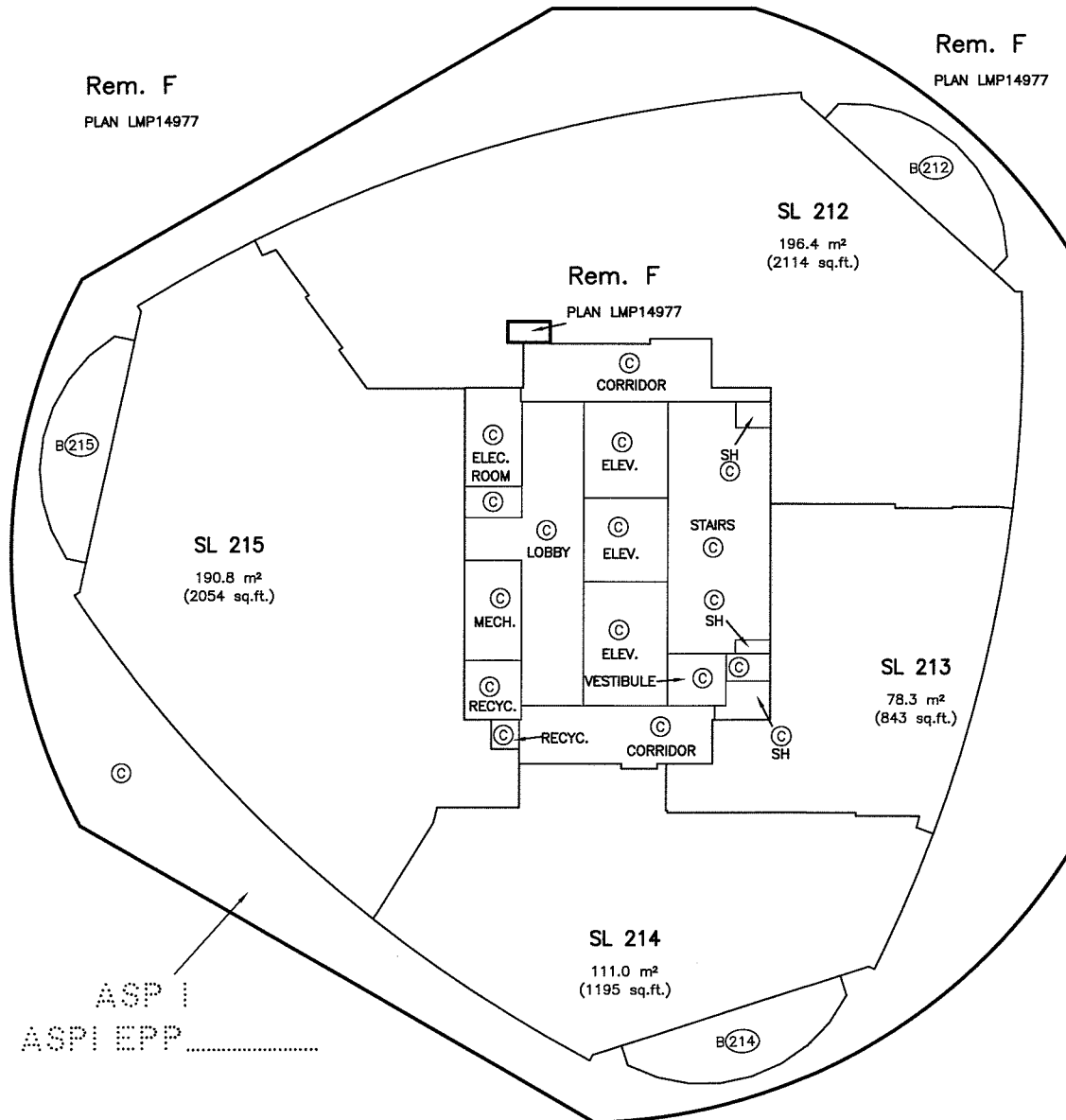
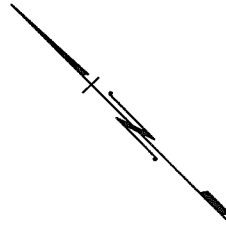
CHRISTOPHER S. CRYDERMAN BOIS (687)

TOWER FLOOR 67

PLAN EPS



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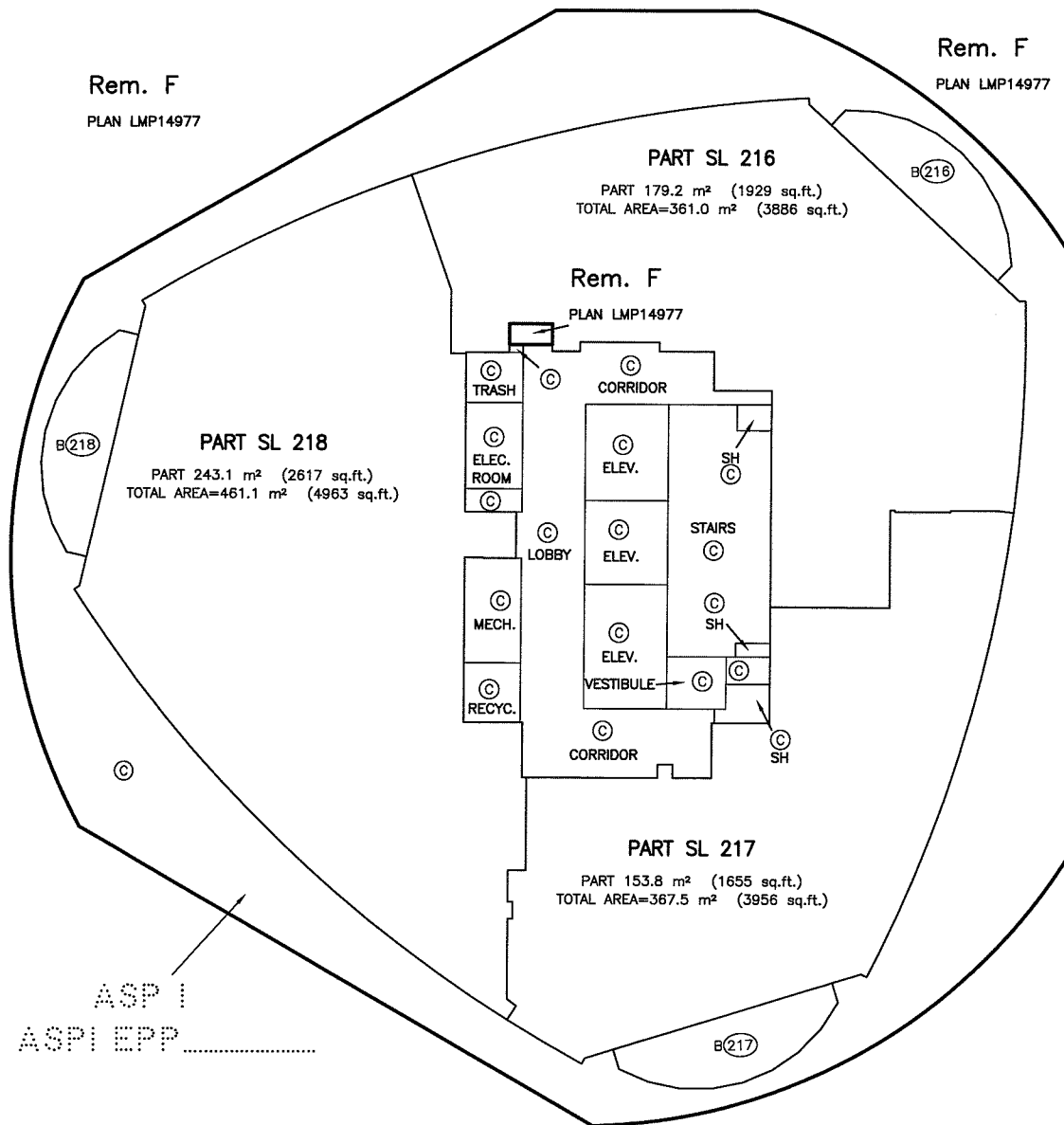
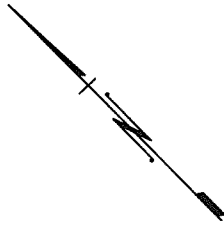


TOWER FLOOR 68—LOWER PENTHOUSE

PLAN EPS

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WHEN PLOTTED AT A SCALE 1:150

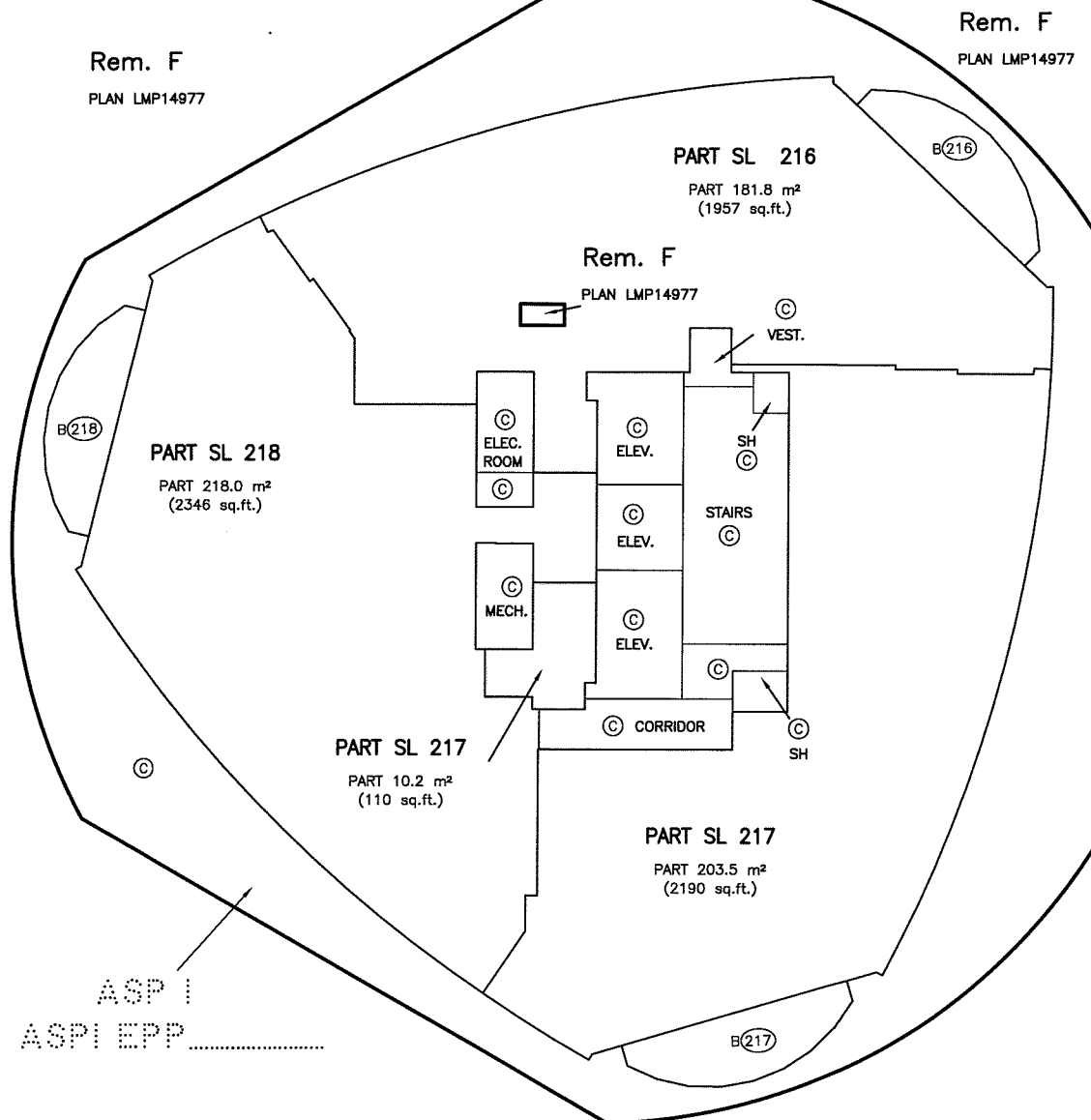
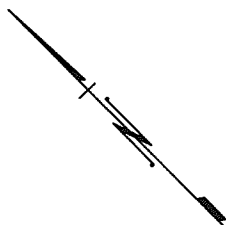


TOWER FLOOR 69—UPPER PENTHOUSE

PLAN EPS

5m 1 0 2.5 5.0m

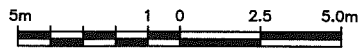
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WHEN PLOTTED AT A SCALE 1:150



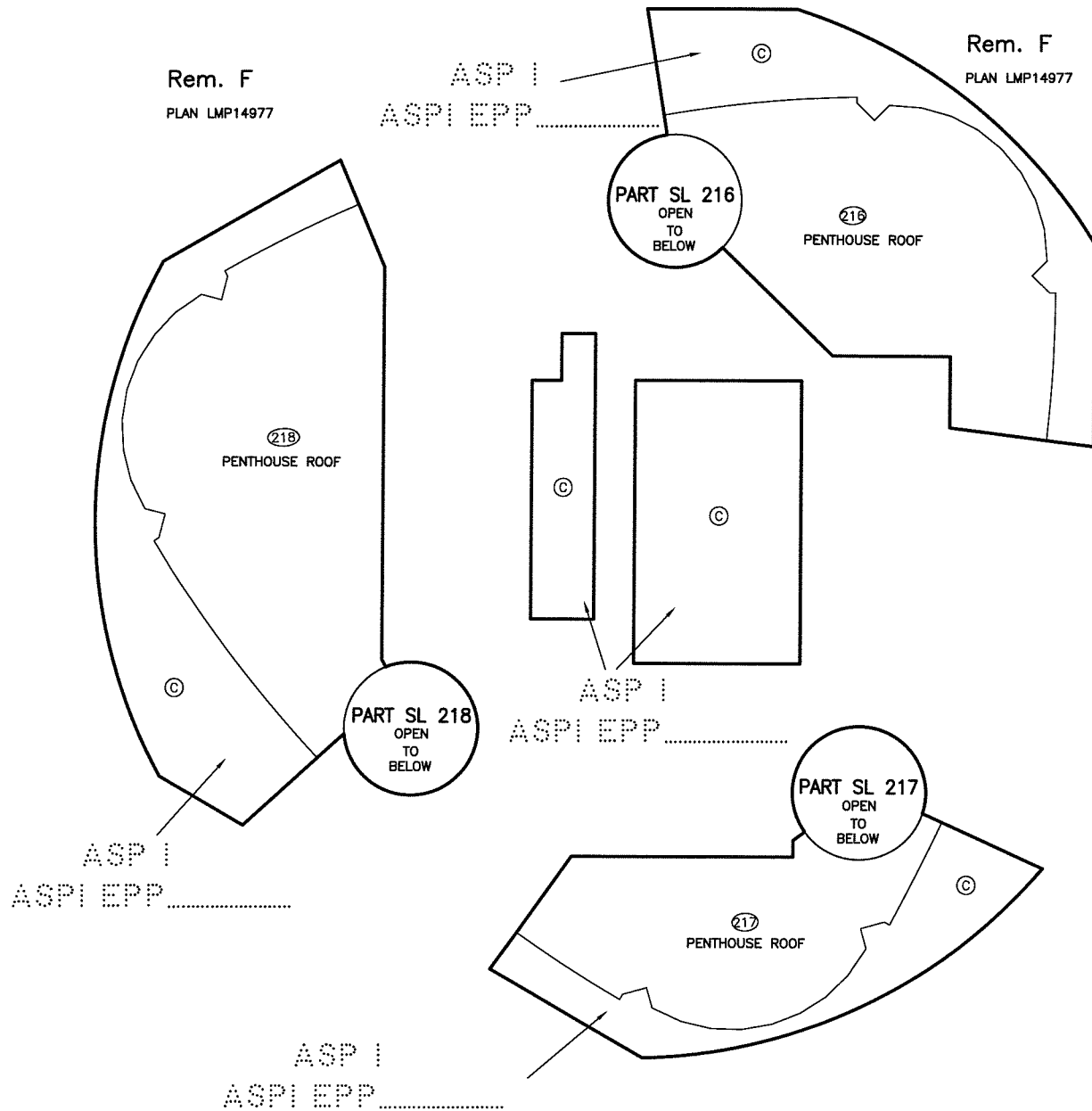
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TOWER FLOOR 70-MECH-ROOF PATIO

PLAN EPS



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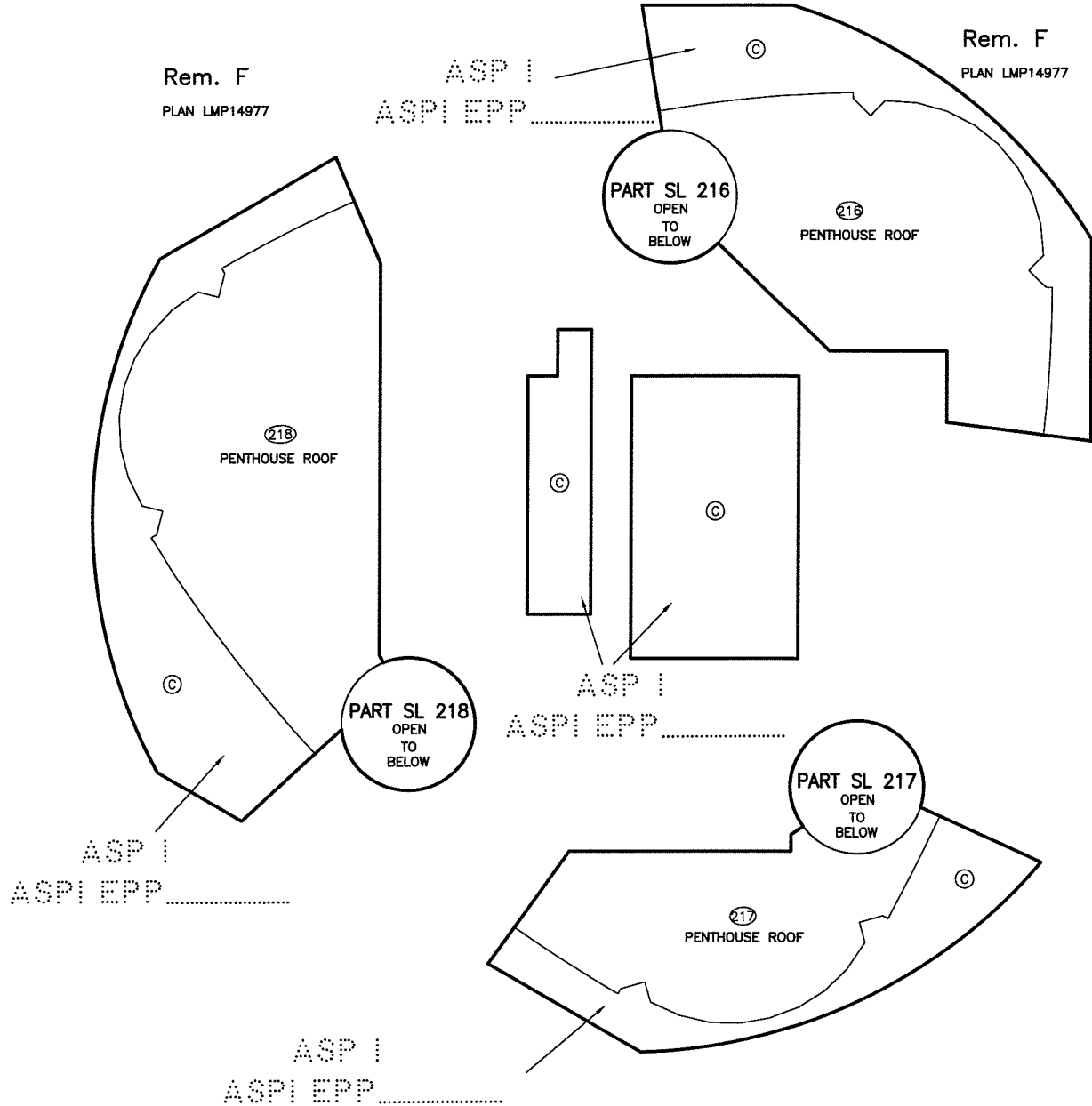
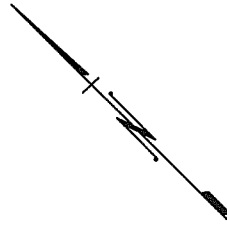


TOWER FLOOR 71—ELEVATOR MACHINE ROOM CROSSOVER FLOOR

PLAN EPS

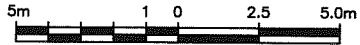


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WHEN PLOTTED AT A SCALE 1:150

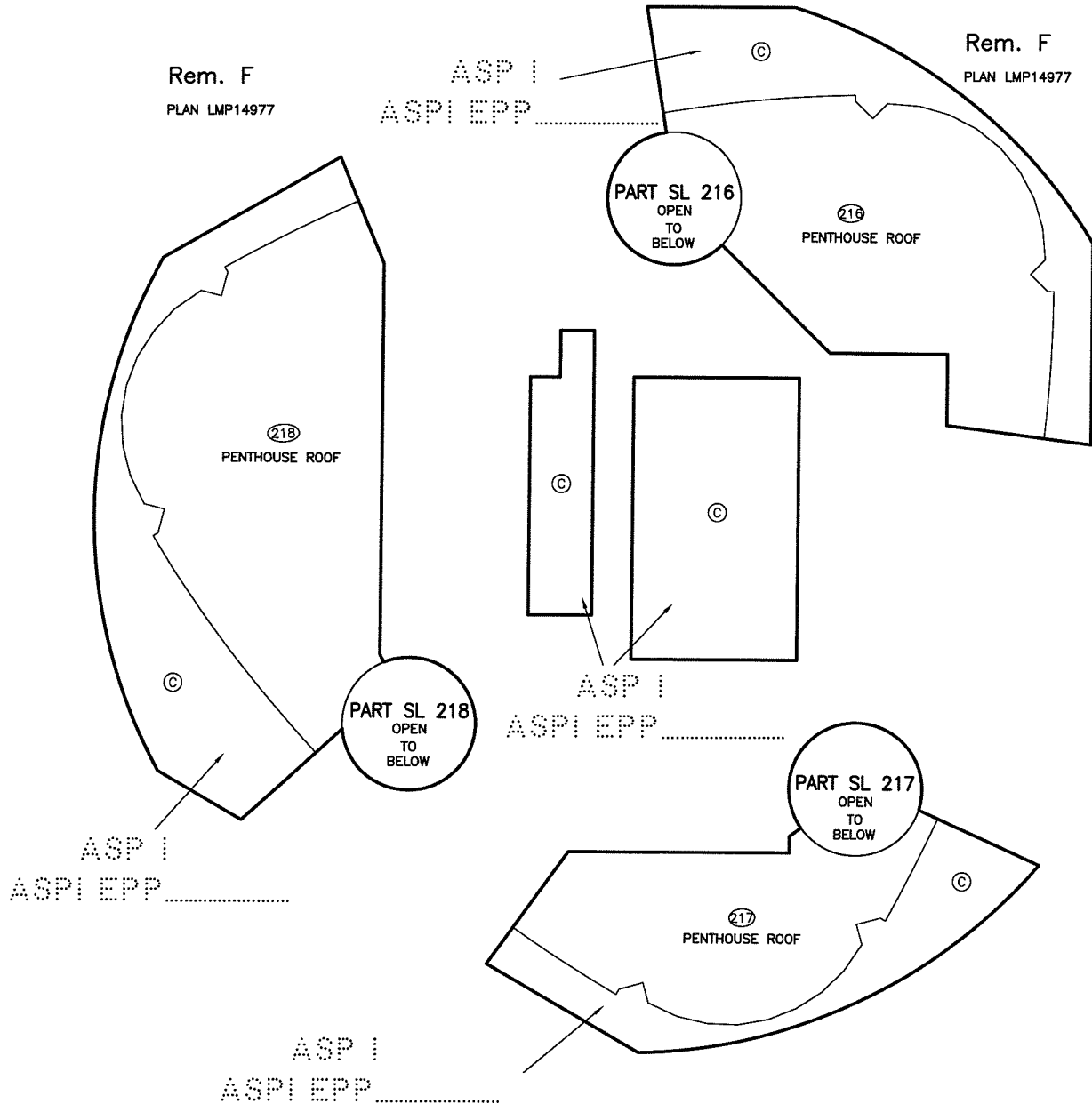
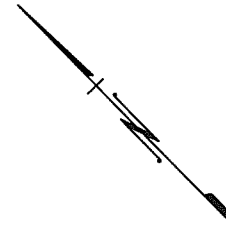


LEVEL-TOP OF AIRSPACE PARCEL TO UNDERSIDE OF WINDOW CLEANING PARAPET

PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS
280mm IN WIDTH AND 432mm IN HEIGHT (B SIZE)
WHEN PLOTTED AT A SCALE 1:150



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TEL. (604) 732-3384

CHRISTOPHER S. CRYDERMAN, R.C.S. (687)

EXHIBIT B
PARKING AND STORAGE LEASE

See attached.



PARKING AND STORAGE LEASE

THIS AGREEMENT made as of _____, 201●

BETWEEN:

WEST GEORGIA DEVELOPMENT LIMITED PARTNERSHIP

●

Vancouver, B.C.

●

(“Landlord”)

AND:

●

●

(“Tenant”)

WHEREAS:

- A. The Landlord is the owner of certain lands and premises located in Vancouver, British Columbia, and legally described as:

PID: ●

Airspace Parcel ●

District Lot 185

Group 1

New Westminster District

Airspace Plan ●

(the “Lands”).

- B. The Landlord has agreed to lease to the Tenant (i) all of the parking stalls (the “Stalls” and individually a “Stall”) except those designated for the use of visitors, (ii) all of the private garages (the “Private Garages” and individually a “Private Garage”), some of which contain Stalls, (iii) all of the storage rooms (the “Storage Rooms” and individually a “Storage Room”) and (iv) all of the bicycle lockers (the “Bike Lockers” and individually, a “Bike Locker”), constructed or to be constructed within those portions of the Lands shown on the plan attached hereto as Schedule B, all on the terms and conditions set out in this Lease and with the right of Tenant to grant partial assignments of this Lease pertaining to particular Stalls, Private Garages, Storage Rooms and Bike Lockers and to rent any Stalls and Private Garages on an hourly, daily and/or monthly basis (the “Rented Stalls” and “Rented Private Garages”, respectively).
- C. After entering into this Lease and completing construction of a residential complex (the “Development”) within the Lands, the Landlord proposes to subdivide the Lands by depositing for registration a strata plan (the “Strata Plan”) in the New Westminster Land Title Office (the “Land Title Office”) in respect of the Lands pursuant to the *Strata Property Act* (British Columbia).



- D. The Strata Plan will designate the Stalls, Private Garages, Storage Rooms and Bike Lockers as common property of the strata corporation (the “**Strata Corporation**”) formed upon the deposit for registration of the Strata Plan in the Land Title Office.
- E. Each of the parties to this Lease agrees that title to the common property (including limited common property) of the Strata Corporation will be subject to and encumbered by this Lease.

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

ARTICLE 1 **GRANT AND TERM**

1.01 Grant.

The Landlord hereby leases and demises to the Tenant for the Term (as defined in section 1.02) all of the Stalls, Private Garages, Storage Rooms and Bike Lockers.

1.02 Term.

The term (the “**Term**”) of this Lease will commence on _____, 201● (the “**Commencement Date**”) and terminate on the earlier of:

- (a) the date which is 999 years after the Commencement Date; and
- (b) the date the Strata Corporation is dissolved.

For the purposes of this provision, the amalgamation of the Strata Corporation with another strata corporation will not be considered a dissolution of the Strata Corporation.

1.03 Rent.

The parties to this Lease acknowledge that, subject to section 1.05, the sum of \$10.00 now paid by the Tenant to the Landlord will be the only payment required to be paid to the Landlord by the Tenant, any assignee of a partial assignment under this Lease, or any user of a particular Rented Stall or Rented Private Garage on an hourly, daily or monthly basis, as the case may be, for the use and enjoyment of a Stall, Private Garage, Storage Room or Bike Locker. For greater certainty, the Tenant reserves the right to charge rent for the use of Rented Stalls or Rented Private Garage on an hourly, daily and/or monthly basis and to retain all amounts it receives in connection therewith for its own account.

1.04 Licence.

The Landlord agrees that the Tenant and any assignee (including an assignee of a partial assignment under this Lease in respect of any Stall, Private Garage, Storage Room or Bike Locker) may at all times, in common with the Landlord and all other persons now or hereafter having the express or implied permission of the Landlord or having a similar right, enter upon and pass over any part of the Lands designated as roadways, stairways, elevators or walkways for the purpose of obtaining access to or egress from the parking facility or a particular Stall, Private Garage, Storage Room or Bike Locker, provided



that the operation of vehicles will be restricted to roadways and access by foot will be restricted to pedestrian walkways, roadways, stairs and elevators. The Landlord will at all times provide the Tenant, in its capacity as the tenant of the parking facility and any assignee (including an assignee of a partial assignment under this Lease in respect of any Stall, Private Garage, Storage Room or Bike Locker), with means of access to any security devices as necessary to enable the Tenant and subsequent assignees to use and enjoy the parking facility.

1.05 **Acknowledgement.**

The Landlord and the Tenant acknowledge and agree that the Landlord may previously have entered into, and may subsequently enter into, contracts of purchase and sale with respect to strata lots (the “**Strata Lots**” and each a “**Strata Lot**”) within the Development with the purchasers of such Strata Lots whereby the Landlord agreed, or will agree, to designate one or more Stall(s), Private Garage(s), Storage Room(s) or Bike Locker(s), or any combination of them, for the exclusive use of such purchasers by way of partial assignments of the Tenant’s interest in this Lease in respect of such Stall(s), Private Garage(s), Storage Room(s) or Bike Locker(s) for such consideration as the Landlord and such purchasers may have, or may in the future, agree to. Such consideration, if any, will be paid to, and be the absolute property of, the Landlord, notwithstanding the assignment of this Lease by the Landlord and the assumption of this Lease by an assignee, and, upon assignment of this Lease by the Landlord, such assignee will not be entitled to or have any interest in such consideration.

This provision will not in any manner be construed or interpreted as giving the Strata Corporation, as the assignee of the Landlord, the right to cause or direct the Tenant to grant partial assignments in respect of any Stall, Private Garage, Storage Room or Bike Locker, and, for greater certainty, the Strata Corporation cannot so cause or direct the Tenant to grant any such assignments.

ARTICLE 2
SUBDIVISION BY STRATA PLAN

2.01 **Strata Plan/Assumption by Strata Corporation.**

Upon the deposit of the Strata Plan in the Land Title Office, the Landlord will cause the Strata Corporation to enter into an agreement in a form reasonably required by the Landlord pursuant to which the Landlord will assign to the Strata Corporation all of its right, title and benefit hereunder, and the Strata Corporation will assume all of the covenants and obligations of the Landlord under this Lease, as the representative of the owners of Strata Lots, and which will provide that, upon execution thereof, the Landlord will be absolutely released from any obligations or liabilities hereunder and no longer entitled to the benefit of any rights hereunder.

2.02 **Common Property.**

This Lease is intended to apply only to a portion of the common property (including limited common property) which will be created upon the deposit for registration of the Strata Plan in the Land Title Office and not at any time to burden the title to any individual Strata Lot.



ARTICLE 3
MAINTENANCE AND ENCUMBRANCES

3.01 Maintenance.

The Landlord confirms that until the deposit for registration of the Strata Plan, the Landlord will be solely responsible for the control, management and administration of the Stalls, Private Garages, Storage Rooms and Bike Lockers but, thereafter, pursuant to section 2.01 of this Lease, the Strata Corporation will assume full responsibility for the control, management, administration, maintenance and repair of the Stalls, Private Garages, Storage Rooms and Bike Lockers as common property and/or limited common property in accordance with the provisions of the *Strata Property Act* (British Columbia) and the bylaws of the Strata Corporation, as the case may be, and may pass bylaws or make rules and regulations with respect to the Stalls, Private Garages, Storage Rooms and Bike Lockers so long as such bylaws, rules or regulations do not materially interfere with the rights of the Tenant or any subsequent assignee under this Lease and apply equally to the Tenant and all assignees hereunder (including the right of the Tenant to partially assign this Lease as it relates to particular Stalls, Private Garages, Storage Rooms and Bike Lockers and to rent the Rented Stalls and Rental Private Garages on an hourly, daily and/or monthly basis). Notwithstanding the foregoing, those provisions dealing with the reallocation of the Handicapped Stalls and the Electric Vehicle Stalls (as defined and described more particularly in sections 4.04 and 4.05, respectively) will not be a breach of this section.

3.02 Alterations.

The Tenant, its successors and permitted assigns, are not entitled to alter, or to perform any repairs of any sort whatsoever to, the Stalls, Private Garages, Storage Rooms or Bike Lockers. Any such alterations or repairs are the sole responsibility of the Landlord prior to the registration of the Strata Plan, and thereafter of the Strata Corporation, as the case may be.

3.03 Subordination.

The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Landlord against the Lands.

3.04 No Right to Encumber.

Neither the Tenant nor any subsequent assignee under this Lease will mortgage, charge, pledge or otherwise grant their interest in any Stall, Private Garage, Storage Room or Bike Locker as security to any person.

ARTICLE 4
ASSIGNMENT

4.01 Partial Assignments.

The Tenant may partially assign this Lease and its rights under this Lease pertaining to one or more particular Stall, Private Garage, Storage Room or Bike Locker to an owner or purchaser of a Strata Lot, to the Tenant if the assignor is a person other than the Tenant or to the Strata Corporation, but not to any other person except as contemplated in section 4.10. Any such assignment will be for such consideration as the assignor and the assignee may determine, which consideration may be retained by the assignor for

its own benefit. Any partial assignment by the Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Stall, Private Garage, Storage Room or Bike Locker:

- (a) will be absolute, and the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall, Private Garage, Storage Room or Bike Locker so assigned for the balance of the Term;
- (b) will, if the assignee is an owner or purchaser of a Strata Lot:
 - (i) be an assignment of rights to which such assignee will only be entitled for so long as such assignee or subtenant owns a Strata Lot; and
 - (ii) may only be assigned to an owner or purchaser of a Strata Lot in accordance with section 4.02, 4.03, 4.04 or 4.05 or to the Strata Corporation or back to the Tenant; and
- (c) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assignee to the Strata Corporation, subject to section 4.02 of this Lease.

4.02 **Automatic Assignment.**

If a holder (in this section, a “**Transferor**”) of an interest in a Stall, Private Garage, Storage Room or Bike Locker transfers all of his or her interest in a Strata Lot to which such Stall, Private Garage, Storage Room or Bike Locker is at such time appurtenant as shown on the register maintained under section 4.09 without concurrently executing an assignment of such Stall, Private Garage, Storage Room or Bike Locker to another owner or purchaser of a Strata Lot, then the interest of the Transferor (including the Tenant) in such Stall, Private Garage, Storage Room or Bike Locker will be deemed to have been automatically assigned to and assumed by the purchaser of the Transferor’s Strata Lot without execution of a partial assignment of this Lease with respect to such Stall, Private Garage, Storage Room or Bike Locker or delivery of notice of such partial assignment to the Strata Corporation.

4.03 **Exchanges and Transfers.**

- (a) A holder (in this subsection, the “**First Owner**”) of an interest in a Stall, Private Garage, Storage Room or Bike Locker (in this subsection, the “**First Stall/Garage/Room/Locker**”) may exchange his or her interest in the First Stall/Garage/Room/Locker with the holder (in this subsection, the “**Second Owner**”) (including Tenant) of an interest in a different Stall, Private Garage, Storage Room or Bike Locker (in this subsection, the “**Second Stall/Garage/Room/Locker**”) for such consideration as the First Owner and the Second Owner may agree, provided that the Strata Corporation provides its prior written consent in respect of such exchange. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Stall/Garage/Room/Locker, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Stall/Garage/Room/Locker, and, in connection therewith, the First Owner and the Second Owner will each execute a partial assignment of this Lease in favour of the other substantially in the form attached hereto as Schedule A. The exchange will be on the terms set out in subsections 4.01(a), (b) and (c) and will not be effective until written notice of each such assignment (together with a copy of each such assignment) is

delivered to the Strata Corporation. For greater certainty, section 4.02 will not apply to exchanges under this subsection 4.03(a).

- (b) A holder (in this subsection, the “**Transferor**”) of an interest in a Stall, Private Garage, Storage Room or Bike Locker may transfer his or her interest in such Stall, Private Garage, Storage Room or Bike Locker to a purchaser of the Transferor’s Strata Lot, the Tenant or the Strata Corporation (in this subsection, the “**Transferee**”) for such consideration as the Transferor and the Transferee may agree. Such a transfer will be accomplished by the Transferor partially assigning this Lease to the Transferee in respect of such Stall, Private Garage, Storage Room or Bike Locker and, in connection therewith, the Transferor will execute a partial assignment of this Lease in favour of the Transferee substantially in the form attached hereto as Schedule A. The transfer will be on the terms set out in subsections 4.01(a), (b) and (c). For greater certainty, section 4.02 will not apply to transfers under this subsection 4.03(b).
- (c) For greater certainty, a holder of an interest in a Stall, Private Garage, Storage Room or Bike Locker is not permitted to transfer his or her interest in such Stall, Private Garage, Storage Room or Bike Locker to another owner or purchaser of a Strata Lot except as expressly permitted pursuant to section 4.02, 4.03, 4.04 or 4.05.

4.04 **Handicapped Stall Reallocation.**

In this section 4.04: (i) “**Qualified Owner**” means an owner of a Strata Lot who resides in such Strata Lot and who has been issued, or whose spouse, dependent child or tenant resides in such Strata Lot and has been issued, a valid parking permit for people with disabilities from the Social Planning and Research Council of British Columbia (or a disabled person’s parking permit otherwise issued in accordance with the *Motor Vehicle Act* (British Columbia) as it may be amended and replaced from time to time); and (ii) “**Non-Qualified Owner**” means an owner of a Strata Lot who is not a Qualified Owner.

Certain of the Stalls (the “**Handicapped Stalls**”) are designed and constructed in accordance with the applicable bylaws of the City of Vancouver to accommodate vehicles driven by individuals who have a loss, or a reduction, of functional ability and activity (including a person in a wheelchair and a person with a sensory disability). If a Qualified Owner is the holder of an interest in a Stall (a “**Non-Handicapped Stall**”) that is not a Handicapped Stall, then the Qualified Owner may make a written request that the Strata Corporation exchange the Qualified Owner’s Non-Handicapped Stall for a Handicapped Stall. Upon receipt by the Strata Corporation of a written request for such an exchange from a Qualified Owner, the Strata Corporation will require that a Non-Qualified Owner who is the holder of an interest in a Handicapped Stall (if any and to be selected by the Strata Corporation in its sole discretion if there is more than one such Non-Qualified Owner) exchange his or her interest in the Handicapped Stall with the Qualified Owner for his or her interest in the Non-Handicapped Stall for no consideration. Such an exchange will be accomplished by the Non-Qualified Owner partially assigning this Lease to the Qualified Owner in respect of the Handicapped Stall, and the Qualified Owner partially assigning this Lease to the Non-Qualified Owner in respect of the Non-Handicapped Stall. The Non-Qualified Owner and the Qualified Owner will each execute a partial assignment of this Lease in favour of the other substantially in the form attached hereto as Schedule A, and the Strata Corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Non-Qualified Owner to effect such transfer. An exchange pursuant to this section 4.04 will be on the terms set out in subsections 4.01(a) to (c).



4.05 **Electric Vehicle Stall Reallocation.**

In this section 4.05: (i) “**Qualified Owner**” means an owner of a Strata Lot who resides in such Strata Lot and requires, or whose spouse, dependent child or tenant resides in such Strata Lot and requires, an Electric Vehicle Stall for charging an electric vehicle owned or leased by such person; and (ii) “**Non-Qualified Owner**” means an owner of a Strata Lot who is not a Qualified Owner.

Certain of the Stalls (the “**Electric Vehicle Stalls**”) are designed, constructed and equipped for charging electric vehicles. If a Qualified Owner is the holder of an interest in a Stall (a “**Non-Electric Vehicle Stall**”) that is not an Electric Vehicle Stall, then the Qualified Owner may make a written request that the Strata Corporation exchange the Qualified Owner’s Non-Electric Vehicle Stall for an Electric Vehicle Stall. Upon receipt by the Strata Corporation of a written request for such an exchange from a Qualified Owner, the Strata Corporation will require that a Non-Qualified Owner who is the holder of an interest in an Electric Vehicle Stall (if any and to be selected by the Strata Corporation in its sole discretion if there is more than one such Non-Qualified Owner) exchange his or her interest in the Electric Vehicle Stall with the Qualified Owner for his or her interest in the Non-Electric Vehicle Stall for no consideration. Such an exchange will be accomplished by the Non-Qualified Owner partially assigning this Lease to the Qualified Owner in respect of the Electric Vehicle Stall, and the Qualified Owner partially assigning this Lease to the Non-Qualified Owner in respect of the Non-Electric Vehicle Stall. The Non-Qualified Owner and the Qualified Owner will each execute a partial assignment of this Lease in favour of the other substantially in the form attached hereto as Schedule A, and the Strata Corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Non-Qualified Owner to effect such transfer. An exchange pursuant to this section 4.05 will be on the terms set out in subsections 4.01(a) to (c).

4.06 **Consents.**

The consent of the Strata Corporation will not be required for any partial assignment of this Lease. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment except as expressly agreed by such assignee.

4.07 **Form of Partial Assignments.**

Subject to section 4.02, all partial assignments of this Lease will be substantially in the form attached hereto as Schedule A.

4.08 **Release of Assignors.**

Upon the partial assignment (including an automatic assignment pursuant to section 4.02) of this Lease pertaining to a particular Stall, Private Garage, Storage Room or Bike Locker, the Tenant and any subsequent assignor of an interest in such Stall, Private Garage, Storage Room or Bike Locker will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Stall, Private Garage, Storage Room or Bike Locker.

4.09 **Register of Partial Assignments.**

The Landlord, and after the registration of the Strata Plan, the Strata Corporation will maintain a register of all Stalls, Private Garages, Storage Rooms and Bike Lockers and will record on such register each partial assignment of this Lease, indicating:

- (a) the number of the Stall, Private Garage, Storage Room or Bike Locker assigned;



- (b) the date of assignment;
- (c) the name and address of the assignee; and
- (d) the number of the Strata Lot owned by the assignee to which such Stall, Private Garage, Storage Room or Bike Locker is at the time appurtenant, unless the assignee is the Strata Corporation or Tenant in which event the Stall, Private Garage, Storage Room or Bike Locker need not be appurtenant to a Strata Lot.

Upon request by any owner or prospective purchaser of a Strata Lot, the Strata Corporation will provide a certificate, within seven days after receipt of such request, certifying the name and address of the owner to whom a particular Stall, Private Garage, Storage Room or Bike Locker is assigned and the number of the Strata Lot to which such Stall, Private Garage, Storage Room or Bike Locker is at the time appurtenant. The Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment pertaining to a particular Stall, Private Garage, Storage Room or Bike Locker under section 4.01 or 4.02, the Strata Corporation will amend the register accordingly.

4.10 **Assignment by Tenant.**

Upon the deposit of the Strata Plan in the Land Title Office and the assumption of the Landlord's interest in this Lease by the Strata Corporation, the Tenant may assign all, but not less than all, of its rights under this Lease to West Georgia Development Limited Partnership or West Georgia Holdings Inc., as tenant, without the consent of the Strata Corporation, provided that such assignee assumes, in writing, all of the covenants and obligation of Tenant under this Lease and, upon execution thereof, the Tenant will be absolutely released from any obligations or liabilities hereunder and no longer entitled to the benefit of any rights hereunder and such assignee will be entitled to enjoy and exercise all of the rights of the Tenant hereunder.

ARTICLE 5 **MISCELLANEOUS**

5.01 **No Registration.**

Neither this Lease nor any partial assignment hereof will be registered by any party in any land title office.

5.02 **Severability.**

If any provision or a portion of a provision of this Lease is found to be illegal or unenforceable, then such provision or portion will be severed from this Lease and this Lease will be deemed to be so amended, and this Lease will continue in full force and effect subject only to such amendment.

5.03 **Definitions.**

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



5.04 **Meaning of “Person”.**

In this Lease, “person” means an individual, corporation, body corporate or unincorporated organization or any trustee, executor, administrator or other legal representative.

5.05 **Enurement.**

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

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

**WEST GEORGIA DEVELOPMENT LIMITED
PARTNERSHIP**, by its general partner,
WEST GEORGIA GP LTD.

By: _____
Authorized Signatory

•

By: _____
Authorized Signatory



SCHEDULE A

**ASSIGNMENT RE:
STALL, PRIVATE GARAGE, STORAGE ROOM AND/OR BIKE LOCKER**

BETWEEN _____

(the “Assignor”)

AND: _____

(the “Assignee”)

RE: Parking stall no(s). _____ (the “**Stall(s)**”), private garage no(s) _____ (the “**Private Garage(s)**”), storage room no(s). _____ (the “**Storage Room(s)**”) and bicycle locker no(s). _____ (the “**Bike Locker(s)**”) as shown on the parking plan for the residential development located at 1151 West Georgia Street, Vancouver, British Columbia and known as “The Residences at Trump International Hotel & Tower® Vancouver” (the “**Development**”)

WHEREAS

- A. The Assignor is the lessee of the Stall(s), the Private Garage(s), the Storage Room(s) and the Bike Locker(s), as applicable, pursuant to the parking and storage lease dated •, 2013 (the “**Lease**”) between West Georgia Development Limited Partnership (the “**Original Landlord**”), as landlord, and •, as tenant, as subsequently assigned from time to time; and
- B. The Assignee is either: (i) The Owners, Strata Plan • (the “**Strata Corporation**”); (ii) •, West Georgia Development Limited Partnership or West Georgia Holdings Inc. (the “**Tenant**”, as the case may be); or (iii), the registered owner or purchaser of strata lot _____ (Suite No. _____) (the “**Strata Lot**”) in the Development.

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

1. Assignment.

The Assignor hereby assigns to the Assignee all of the Assignor’s right, title and interest under the Lease with respect to the exclusive right to use the Stall(s), the Private Garage(s), the Storage Room(s) and the Bike Locker(s), including the right of access set out in section 1.04 of the Lease, for the balance of the

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Term (as defined in the Lease). Subject to section 4.02 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Strata Corporation.

2. Assignment Contingent Upon Strata Lot Ownership.

Unless the Assignee is the Strata Corporation, the Tenant, West Georgia Development Limited Partnership or West Georgia Holdings Inc., the Assignee, its successors, permitted assigns, heirs, executors and administrators will only be entitled to the rights with respect to the Stall(s), the Private Garage(s), the Storage Room(s) and the Bike Locker(s) for as long as the Assignee owns the Strata Lot.

3. Compliance.

The Assignee agrees to use the Stall(s), the Private Garage(s), the Storage Room(s) and the Bike Locker(s) in accordance with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under this Assignment.

4. Further Assignment.

The Assignee may only assign its rights under this Assignment and may only allow anyone else to use the Stall(s), the Private Garage(s), the Storage Room(s) and the Bike Locker(s) in accordance with the Lease.

5. Acknowledgement.

The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.

6. Handicapped Stall

The Assignee acknowledges and agrees that, if the/a Stall is a Handicapped Stall (as defined in the Lease), then the Assignee may be required by the Strata Corporation to exchange such Stall for a Non-Handicapped Stall (as defined in the Lease) in accordance with section 4.04 of the Lease, and, if so required, the Assignee will: (i) fully comply with such requirement; (ii) not be entitled to any consideration or compensation in connection with such exchange; and (iii) have no control over which Non-Handicapped Stall it receives in exchange for such Stall.

7. Electric Vehicle Stall

The Assignee acknowledges and agrees that, if the/a Stall is an Electric Vehicle Stall (as defined in the Lease), then the Assignee may be required by the Strata Corporation to exchange such Stall for a Non-Electric Vehicle Stall (as defined in the Lease) in accordance with section 4.05 of the Lease, and, if so required, the Assignee will: (i) fully comply with such requirement; (ii) not be entitled to any consideration or compensation in connection with such exchange; and (iii) have no control over which Non-Electric Vehicle Stall it receives in exchange for such Stall.

8. Subject of Assignment

For greater certainty, this Assignment is an assignment of the Assignee's interest in a given Stall, Private Garage, Storage Room or Bike Locker only if the applicable number or other identifying information with

respect to such Stall, Private Garage, Storage Room or Bike Locker has been inserted into the above "RE:" line on page 1 of this Assignment.

9. Enurement.

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. Counterparts.

This Assignment 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.

11. Electronic Delivery.

Delivery of an executed copy of this Assignment by any party by electronic transmission will be as effective as personal delivery of an originally executed copy of this Assignment by such party.

The parties have executed this Assignment effective as of the _____ day of _____, 201____.

Assignor

Assignee



SCHEDULE B

PARKING PLAN

[PLAN TO BE ATTACHED BEFORE COMMENCEMENT DATE]



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
<i>Concierge/Security</i>	\$	221,400.00
<i>Doorman</i>	\$	110,160.00
Employee Benefits	\$	5,000.00
<i>Facility Manager/Supervisor (1) Wage</i>	\$	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

UTILITIES

Electricity	\$	105,000.00
Natural Gas	\$	22,000.00
Steam	\$	130,000.00
Water & Sewer	\$	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	\$	103,901.60
Valet and Limousine Service - see Schedule B	\$	38,880.00
Administration Chargeback - see Schedule B	\$	20,520.00
 Attache Service	 \$	 22,032.00
Concierge - Supervisor	\$	12,312.00
Concierge	\$	8,413.20
Doorman	\$	9,418.68
Housekeeping Supervisor	\$	8,413.20
Engineering Supervisor	\$	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	\$	2,500.00
Elevators (3) - Exclusive	\$	45,000.00
Recycling	\$	6,000.00
H.V.A.C. Contracts	\$	28,000.00
Interior Maintenance	\$	17,000.00
Internet Services	\$	77,000.00
Irrigation System	\$	500.00
Maintenance Supplies	\$	5,000.00
Miscellaneous Repairs	\$	14,000.00
Mixed Use Expenses - General Misc.	\$	2,000.00
Parkade Maintenance	\$	4,500.00
Pest Control	\$	2,000.00
Plumbing	\$	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

TOTAL BUDGETED EXPENDITURES

\$ 1,963,442.78

Contingency (5% of the Total Operating Expenses)

\$ 98,172.14

GRAND TOTAL

\$ 2,061,614.92

Notes:

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

* Based



BC CONDOS.NET



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%

	Residential	Hotel/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
<i>Attache Service</i>	\$ 22,032.00	\$ 88,128.00	\$ 110,160.00
<i>Concierge - Supervisor</i>	\$ 12,312.00	\$ 203,688.00	\$ 216,000.00
<i>Concierge</i>	\$ 8,413.20	\$ 139,186.80	\$ 147,600.00
<i>Doorman</i>	\$ 9,418.68	\$ 155,821.32	\$ 165,240.00
<i>Housekeeping Supervisor</i>	\$ 8,413.20	\$ 139,186.80	\$ 147,600.00
<i>Engineering Supervisor</i>	\$ 31,248.00	\$ 124,992.00	\$ 156,240.00
<i>Engineers</i>	\$ 46,872.00	\$ 187,488.00	\$ 234,360.00
<i>Security</i>	\$ 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

Budget	2016	RES % Allocation	RES Share
Hotel Remainder Expenses			
Arrival Plaza, Sidewalks, Driveway, Maintenance and Landscaping	\$ 18,000.00	57.0%	\$ 10,260.00
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	\$ 180,280.70		\$ 102,760.00
Hotel Lobby Expenses *			\$ -
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 HOTEL LOBBY EXPENSES	\$ 152,200.00		\$ 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			\$ -
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
TOTAL POOL AND FITNESS FACILITY	\$ 196,880.00		\$ 103,901.60
Valet & 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%	\$ -
TOTAL VALET AND LIMOUSINE SERVICE	\$ 579,960.00		\$ 38,880.00
Administration (chargeback)	\$ 36,000.00	57.0%	\$ 20,520.00

* **Note:** 5.9% based on:

Architect Drawings dated 2013/04/17 Drawing A002

	Sq. Ft.
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)
Total 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%**

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



SCHEDULE C

Proposed Staffing Schedule

STAFFING	Total Hours Work/ Day	Hourly Rate	Hourly wage + 25% benefits	Wage + Benefits / Day	Total Wage + Benefits/ Month	RES %	Residential	HOTEL %	Hotel	Total
Residential ONLY										
Concierge (3)	24	\$ 20.50	\$ 25.63	\$ 615.00	\$ 18,450.00	100%	\$ 221,400.00			\$ 221,400.00
Doorman (2)	16	\$ 15.30	\$ 19.13	\$ 306.00	\$ 9,180.00	100%	\$ 110,160.00			\$ 110,160.00
Facility Manager /Supervisor (1)	8	\$ 20.00	\$ 25.00	\$ 200.00	\$ 6,000.00	100%	\$ 72,000.00			\$ 72,000.00
Subtotal				\$ 1,121.00	\$ 33,630.00		\$ 403,560.00			\$ 403,560.00
Hotel Recoverable										
Attache (2)	16	\$ 15.30	\$ 19.13	\$ 306.00	\$ 9,180.00	20.0%	\$ 22,032.00	80.0%	\$ 88,128.00	\$ 110,160.00
Concierge - Supervisor (2)	16	\$ 30.00	\$ 37.50	\$ 600.00	\$ 18,000.00	5.7%	\$ 12,312.00	94.3%	\$ 203,688.00	\$ 216,000.00
Concierge (2)	16	\$ 20.50	\$ 25.63	\$ 410.00	\$ 12,300.00	5.7%	\$ 8,413.20	94.3%	\$ 139,186.80	\$ 147,600.00
Doorman (1)	24	\$ 15.30	\$ 19.13	\$ 459.00	\$ 13,770.00	5.7%	\$ 9,418.68	94.3%	\$ 155,821.32	\$ 165,240.00
Housekeeping Supervisor (2)	16	\$ 20.50	\$ 25.63	\$ 410.00	\$ 12,300.00	5.7%	\$ 8,413.20	94.3%	\$ 139,186.80	\$ 147,600.00
Engineering Supervisor (2)	16	\$ 21.70	\$ 27.13	\$ 434.00	\$ 13,020.00	20.0%	\$ 31,248.00	80.0%	\$ 124,992.00	\$ 156,240.00
Engineers (3)	24	\$ 21.70	\$ 27.13	\$ 651.00	\$ 19,530.00	20.0%	\$ 46,872.00	80.0%	\$ 187,488.00	\$ 234,360.00
Pool & Fitness Facility Attendant (2)	16	\$ 16.65	\$ 20.81	\$ 333.00	\$ 9,990.00	57.0%	\$ 68,331.60	43.0%	\$ 51,548.40	\$ 119,880.00
Limousine Driver (2)	16	\$ 17.00	\$ 21.25	\$ 340.00	\$ 10,200.00	20.0%	\$ 24,480.00	80.0%	\$ 97,920.00	\$ 122,400.00
Security (3)	24	\$ 20.50	\$ 25.63	\$ 615.00	\$ 18,450.00	57.0%	\$ 126,198.00	43.0%	\$ 95,202.00	\$ 221,400.00
Valet Parking Attendant	56	\$ 15.30	\$ 19.13	\$ 1,071.00	\$ 32,130.00	0.0%	\$ -	100.0%	\$ 385,560.00	\$ 385,560.00
Subtotal				\$ 5,629.00	\$ 168,870.00		\$ 357,718.68		\$ 1,668,721.32	\$ 2,026,440.00
TOTAL				\$ 6,750.00	\$ 202,500.00		\$ 761,278.68		\$ 1,668,721.32	\$ 2,430,000.00



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

Operating Expenses		\$1,963,442.78			
Annual CRF Contribution		98,172.14			
Total Combined		<u>\$2,061,614.92</u>			
Total Unit Entitlement		24,017			
Strata Lot	Unit Number	Unit Entitlement	Monthly Operating Contribution	Monthly Contingency Reserve (CRF) Contribution	TOTAL MONTHLY STRATA FEE
1	2308	106	\$722.14	\$36.11	\$758.25
2	2301	56	\$381.51	\$19.08	\$400.59
3	2302	65	\$442.82	\$22.14	\$464.97
4	2303	100	\$681.27	\$34.06	\$715.33
5	2507	59	\$401.95	\$20.10	\$422.05
6	2508	108	\$735.77	\$36.79	\$772.56
7	2501	56	\$381.51	\$19.08	\$400.59
8	2502	65	\$442.82	\$22.14	\$464.97
9	2503	104	\$708.52	\$35.43	\$743.95
10	2505	63	\$429.20	\$21.46	\$450.66
11	2506	120	\$817.52	\$40.88	\$858.40
12	2607	59	\$401.95	\$20.10	\$422.05
13	2608	108	\$735.77	\$36.79	\$772.56
14	2601	56	\$381.51	\$19.08	\$400.59
15	2602	65	\$442.82	\$22.14	\$464.97
16	2603	104	\$708.52	\$35.43	\$743.95
17	2605	62	\$422.39	\$21.12	\$443.51
18	2606	121	\$824.33	\$41.22	\$865.55
19	2707	59	\$401.95	\$20.10	\$422.05
20	2708	109	\$742.58	\$37.13	\$779.71
21	2701	56	\$381.51	\$19.08	\$400.59
22	2702	64	\$436.01	\$21.80	\$457.81
23	2703	104	\$708.52	\$35.43	\$743.95
24	2705	62	\$422.39	\$21.12	\$443.51
25	2706	121	\$824.33	\$41.22	\$865.55
26	2807	59	\$401.95	\$20.10	\$422.05
27	2808	109	\$742.58	\$37.13	\$779.71
28	2801	56	\$381.51	\$19.08	\$400.59
29	2802	64	\$436.01	\$21.80	\$457.81
30	2803	105	\$715.33	\$35.77	\$751.10
31	2805	62	\$422.39	\$21.12	\$443.51
32	2806	121	\$824.33	\$41.22	\$865.55
33	2907	58	\$395.14	\$19.76	\$414.89
34	2908	109	\$742.58	\$37.13	\$779.71
35	2901	56	\$381.51	\$19.08	\$400.59
36	2902	64	\$436.01	\$21.80	\$457.81
37	2903	105	\$715.33	\$35.77	\$751.10
38	2905	61	\$415.57	\$20.78	\$436.35
39	2906	122	\$831.15	\$41.56	\$872.70
40	3007	58	\$395.14	\$19.76	\$414.89
41	3008	109	\$742.58	\$37.13	\$779.71
42	3001	56	\$381.51	\$19.08	\$400.59
43	3002	62	\$422.39	\$21.12	\$443.51
44	3003	107	\$728.96	\$36.45	\$765.41
45	3005	61	\$415.57	\$20.78	\$436.35
46	3006	122	\$831.15	\$41.56	\$872.70
47	3107	58	\$395.14	\$19.76	\$414.89
48	3108	109	\$742.58	\$37.13	\$779.71
49	3101	56	\$381.51	\$19.08	\$400.59
50	3102	62	\$422.39	\$21.12	\$443.51
51	3103	107	\$728.96	\$36.45	\$765.41
52	3105	61	\$415.57	\$20.78	\$436.35
53	3106	122	\$831.15	\$41.56	\$872.70
54	3207	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	3208	109	\$742.58	\$37.13	\$779.71
56	3201	56	\$381.51	\$19.08	\$400.59
57	3202	61	\$415.57	\$20.78	\$436.35
58	3203	107	\$728.96	\$36.45	\$765.41
59	3205	61	\$415.57	\$20.78	\$436.35
60	3206	122	\$831.15	\$41.56	\$872.70
61	3307	58	\$395.14	\$19.76	\$414.89
62	3308	109	\$742.58	\$37.13	\$779.71
63	3301	56	\$381.51	\$19.08	\$400.59
64	3302	61	\$415.57	\$20.78	\$436.35
65	3303	108	\$735.77	\$36.79	\$772.56
66	3305	60	\$408.76	\$20.44	\$429.20
67	3306	123	\$837.96	\$41.90	\$879.86
68	3507	58	\$395.14	\$19.76	\$414.89
69	3508	110	\$749.40	\$37.47	\$786.87
70	3501	56	\$381.51	\$19.08	\$400.59
71	3502	61	\$415.57	\$20.78	\$436.35
72	3503	108	\$735.77	\$36.79	\$772.56
73	3505	60	\$408.76	\$20.44	\$429.20
74	3506	123	\$837.96	\$41.90	\$879.86
75	3607	57	\$388.32	\$19.42	\$407.74
76	3608	110	\$749.40	\$37.47	\$786.87
77	3601	56	\$381.51	\$19.08	\$400.59
78	3602	60	\$408.76	\$20.44	\$429.20
79	3603	109	\$742.58	\$37.13	\$779.71
80	3605	60	\$408.76	\$20.44	\$429.20
81	3606	123	\$837.96	\$41.90	\$879.86
82	3707	57	\$388.32	\$19.42	\$407.74
83	3708	110	\$749.40	\$37.47	\$786.87
84	3701	56	\$381.51	\$19.08	\$400.59
85	3702	60	\$408.76	\$20.44	\$429.20
86	3703	109	\$742.58	\$37.13	\$779.71
87	3705	60	\$408.76	\$20.44	\$429.20
88	3706	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	3802	105	\$715.33	\$35.77	\$751.10
93	3803	150	\$1,021.90	\$51.10	\$1,073.00
94	3905	95	\$647.20	\$32.36	\$679.57
95	3906	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	4901	81	\$551.83	\$27.59	\$579.42
142	4902	108	\$735.77	\$36.79	\$772.56
143	4903	148	\$1,008.28	\$50.41	\$1,058.69
144	5005	96	\$654.02	\$32.70	\$686.72
145	5006	145	\$987.84	\$49.39	\$1,037.23
146	5001	81	\$551.83	\$27.59	\$579.42
147	5002	108	\$735.77	\$36.79	\$772.56
148	5003	148	\$1,008.28	\$50.41	\$1,058.69
149	5105	96	\$654.02	\$32.70	\$686.72
150	5106	145	\$987.84	\$49.39	\$1,037.23
151	5101	81	\$551.83	\$27.59	\$579.42
152	5102	108	\$735.77	\$36.79	\$772.56
153	5103	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	110	\$749.40	\$37.47	\$786.87
199	6203	192	\$1,308.04	\$65.40	\$1,373.44
200	6305	196	\$1,335.29	\$66.76	\$1,402.05
201	6301	79	\$538.20	\$26.91	\$565.11
202	6302	111	\$756.21	\$37.81	\$794.02
203	6303	192	\$1,308.04	\$65.40	\$1,373.44
204	6505	196	\$1,335.29	\$66.76	\$1,402.05
205	6501	79	\$538.20	\$26.91	\$565.11
206	6502	111	\$756.21	\$37.81	\$794.02
207	6503	192	\$1,308.04	\$65.40	\$1,373.44
208	6605	196	\$1,335.29	\$66.76	\$1,402.05
209	6601	78	\$531.39	\$26.57	\$557.96
210	6602	111	\$756.21	\$37.81	\$794.02
211	6603	192	\$1,308.04	\$65.40	\$1,373.44
212	6705	196	\$1,335.29	\$66.76	\$1,402.05
213	6701	78	\$531.39	\$26.57	\$557.96
214	6702	111	\$756.21	\$37.81	\$794.02
215	6703	191	\$1,301.22	\$65.06	\$1,366.28
216	PH3	361	\$2,459.38	\$122.97	\$2,582.35
217	PH1	368	\$2,507.07	\$125.35	\$2,632.42
218	PH2	461	\$3,140.65	\$157.03	\$3,297.68
	Total	24,017	\$163,620.23	\$8,181.01	\$171,801.24



EXHIBIT D
PROPOSED SCHEDULE OF UNIT ENTITLEMENT

See attached.



FORM V

Strata Property Act

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

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan _____, being a strata plan of an airspace parcel to be formed upon registration of an airspace subdivision plan in respect of Parcel Identifier: 018-658-628, Lot F, Block 17, District Lot 185, Plan LMP14977

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following *[check appropriate box]*, as set out in the following table:

- ☒ (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 *Strata Property Act*.

Certificate of British Columbia Land Surveyor

I, _____, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: _____ *[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%
66	28	60.3	60	0.25%
67	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%
97	33	105.8	106	0.44%
98	33	149.9	150	0.62%
99	34	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%
166	47	80.3	80	0.33%
167	47	108.9	109	0.45%
168	47	146.6	147	0.61%
169	48	97.1	97	0.40%
170	48	144.9	145	0.60%
171	48	80.1	80	0.33%
172	48	109.1	109	0.45%
173	48	146.2	146	0.61%
174	49	97.4	97	0.40%
175	49	145	145	0.60%
176	49	79.9	80	0.33%
177	49	109.3	109	0.45%
178	49	145.9	146	0.61%



179	50	97.7	98	0.41%
180	50	145.0	145	0.60%
181	50	79.8	80	0.33%
182	50	109.5	110	0.46%
183	50	145.6	146	0.61%
184	51	195.7	196	0.82%
185	51	79.3	79	0.33%
186	51	109.8	110	0.46%
187	51	192.7	193	0.80%
188	52	195.8	196	0.82%
189	52	79.1	79	0.33%
190	52	110.0	110	0.46%
191	52	192.6	193	0.80%
192	53	195.9	196	0.82%
193	53	78.9	79	0.33%
194	53	110.2	110	0.46%
195	53	192.5	193	0.80%
196	54	196.2	196	0.82%
197	54	78.5	79	0.33%
198	54	110.4	110	0.46%
199	54	192.4	192	0.80%
200	55	196.1	196	0.82%
201	55	78.6	79	0.33%
202	55	110.6	111	0.46%
203	55	192.3	192	0.80%
204	56	196.2	196	0.82%
205	56	78.5	79	0.33%
206	56	110.7	111	0.46%
207	56	192.1	192	0.80%
208	57	196.3	196	0.82%



209	57	78.4	78	0.32%
210	57	110.9	111	0.46%
211	57	192.0	192	0.80%
212	58	196.4	196	0.82%
213	58	78.3	78	0.32%
214	58	111.0	111	0.46%
215	58	190.8	191	0.80%
216	59,60	361.0	361	1.50%
217	59,60	367.5	368	1.53%
218	59,60	461.1	461	1.92%
Total Strata Lots: 218		Total Unit Entitlement:	24017	100.00%

- * expression of percentage is for informational purposes only and has no legal effect
 ** not required for a phase of a phased strata plan

Date: _____, 201____

WEST GEORGIA HOLDINGS INC.

By: _____
 Authorized Signatory
 Print Name:



EXHIBIT E
FORM Y – NOTICE OF DIFFERENT BYLAWS

See attached.

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

Re: Strata Plan _____ being a strata plan of:

PID: ● Airspace Parcel ●, District Lot 119, Group 1, New Westminster District,
Airspace Plan ●

The following bylaws differ from the Standard Bylaws to the *Strata Property Act*, as permitted by Section 120 of the Act:

1. Section 1 of the Schedule of Standard Bylaws is amended by deleting Section 1 in its entirety and replacing it with the following:

Payment of Strata Fees and Common Expenses

1. (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Common expenses shall be apportioned in the following manner:
 - (a) Common expenses which only benefit one strata lot shall be allocated to such strata lot.
 - (b) Common expenses which benefit all strata lots will be allocated to the individual strata lots in the proportion that the unit entitlement of each strata lot bears to the aggregate unit entitlement of all strata lots.
 - (c) Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne by the owners of the strata lots entitled to use the limited common property in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots whose owners are entitled to use the limited common property to which the contribution relates.
 - (d) If a strata lot requires a utility, service or other common expense not supplied to all strata lots the cost shall not be a common expense but if this utility, service or other common expense is not separately metered or billed so as to measure the use thereof by the strata lots to which it is supplied, the cost of such utility, service or common expense shall be apportioned and charged to the strata lots to which it is supplied based on the unit entitlement of the strata lots to which it is supplied.



2. Subsections 3.4(c) and 3.4(d) of the Schedule of Standard Bylaws are replaced with the following:
 - “(c) up to 4 caged birds;
 - (d) dogs or cats, provided that the total number of dogs and cats combined does not exceed two.”.
3. Section 3 of the Schedule of Standard Bylaws is amended by adding the following immediately after section 3(4):
 - “(5) Owners of pets shall be fully responsible for their behaviour within the common property. If a pet is deemed to be a nuisance by the council, the pet owner or the owner of the strata lot where the pet is residing or is located shall remove such pet from the common property within thirty (30) days after receiving written notice from the strata corporation. Owners must inform their visitors of the rules concerning pets and residents will be responsible for clean-up or damage repair resulting from their guests’ pets being brought into the common property.
 - (6) No vicious dogs are permitted permanently, temporarily, or otherwise in any strata lot or on any portion of the limited common property or common property. For purposes of this bylaw a vicious dog means the following:
 - (a) any dog that has killed or injured:
 - (i) any person; or
 - (ii) another animal while running at large; or
 - (b) any dog that aggressively harasses or pursues another person or animal while running at large; or
 - (c) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or
 - (d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominantly conforming to those standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.



- (7) An owner, tenant, occupant or visitor shall not feed wild birds of any kind from any strata lot, limited common property or the common property.
- (8) An owner, tenant, occupant or visitor of a strata lot shall not:
- (a) use a barbecue, hibachi, fire-pit or other like cooking or heating device on a balcony, deck or patio unless such barbecue, hibachi, fire-pit or cooking or heating device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachi, fire-pits and other cooking or heating devices shall not be used except in accordance with rules made by the strata corporation and approved by the property manager from time to time;
 - (b) install any window coverings or window tints, visible from the exterior of his or her strata lot, which are different in size or colour from those of the original building specifications;
 - (c) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
 - (d) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
 - (e) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar structure or appurtenance thereto, except those approved in writing by the council and the property manager;
 - (f) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
 - (g) place any indoor-outdoor carpeting or similar material on any deck, patio or balcony, or erect, install or place any items on any deck, patio or balcony including umbrellas, flagpoles, tents, cabanas, storage sheds or hot tub (except free-standing, self-contained planter boxes, gas barbecues, neutral coloured summer furniture and accessories) nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing



line in any such case without the prior consent of the council and the property manager.

- (9) An owner, tenant or occupant of a strata lot will use the strata lot only for residential purposes and other purposes ancillary to residential purposes and for no other purposes whatsoever.”.

4. Paragraph 8(c)(ii) of the Schedule of Standard Bylaws is replaced with the following:

“(ii) the following, no matter how often the repair or maintenance ordinarily occurs (subject to any agreement registered against title to the strata lots concerning shared maintenance with the hotel component within the building):

- (A) the structure and exterior of the building;
- (B) chimneys, stairs, balconies, trellises and other things attached to the exterior of a building;
- (C) doors including, without limitation, the entrance doors to strata lots, windows or skylights including without limitation, casings, frames and sills of such doors, windows and skylights on the exterior of a building or that front on the common property; and
- (D) fences, railings and similar structures that enclose balconies, terraces, roof decks, patios and decks;”.

5. Section 23 of the Schedule of Standard Bylaws is replaced with the following:

“Maximum Fine

23. The strata corporation may fine an owner or tenant a maximum of

- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.

Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be



calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.”.

6. Section 27.1 is added to the Schedule of Standard Bylaws and provides as follows:

“Quorum for an annual or special general meeting

- 27.1(1) A quorum for a general meeting is 1/3 of the strata corporation’s eligible voters, present in person or by authorized representative or by proxy.
- (2) Notwithstanding section 27.1(1), these bylaws may provide for a different quorum applicable to resolutions concerning specific matters, but if such a quorum is not present but the quorum for a general meeting as specified in section 27.1(1) is present, the meeting will proceed and only the applicable resolution will not be considered.
- (3) At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within fifteen (15) minutes thereafter, the meeting shall stand adjourned for an additional fifteen (15) minutes. Thereafter, if a quorum as defined by section 27.1(1) is still not present, the eligible voters who are present in person, by authorized representative or by proxy, shall constitute a quorum.”.

7. Section 30 of the Schedule of Standard Bylaws is replaced with the following:

- “30. During the time the owner-developer is the owner of any strata lot, it shall have the right to
- (1) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and to carry on any marketing and sales functions within such strata lots and within any area of the common property of the development including the recreational facilities (if any),
- (2) erect and maintain such signage on the common property of the development, and
- (3) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and realtors,

in each case as may be reasonably determined by the owner-developer to be necessary or expedient in order to enable or assist it in marketing or selling strata lots in the development. The owner-



developer shall act reasonably in exercising its rights under this Bylaw 30.”.

8. The following is added to the end of the Schedule of Standard Bylaws:

“Division 8 - Miscellaneous

Trademark - General

31. The trademark “Trump International Hotel & Tower®” (the “**Licensed Mark**”) has been licensed by DT Marks Vancouver LP (“**Trump**” or “**Licensor**”) to the strata corporation to permit the strata corporation and each owner of a Strata Lot (as defined below) to use the Licensed Mark only in the composite mark “Trump International Hotel & Tower® Vancouver” (the “**Composite Mark**”) and only to identify (but not to market or promote) the residential real estate located at 1151 West Georgia Street, Vancouver, Canada.

Use of Trademark

32. Each owner of a Strata Lot understands and agrees that the development is not owned or developed by the Licensor or Donald J. Trump or any of their respective Affiliates (as defined in that certain agreement between the strata corporation and the Licensor (the “**License Agreement**”)). In the event that any agreement between the strata corporation and the Licensor, including the License Agreement, is terminated for any reason, whether at the expiration of the term thereof or earlier for any reason, all use of Donald J. Trump’s trade name and trademarks or service marks and logos by the strata corporation and any owner shall cease and all indicia or connection between the project and Donald J. Trump, including signs or other materials bearing any of Donald J. Trump’s trademarks, service marks, trade names and logos shall be removed from the project. Additionally, each owner acknowledges and agrees that any use of any of Donald J. Trump’s trade names or Trump’s trademarks, service marks or logos, without proper licensing from Donald J. Trump, is expressly prohibited.

Restrictions on Leasing

33. 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 one year without Licensor’s approval, in its sole discretion.

Release of Trump Indemnified Parties

34. Notwithstanding anything to the contrary contained in the License Agreement, the bylaws or any other document relating to the strata

corporation, the common property or Strata Lots including any Materials (as defined in the License Agreement), Licensor and the other Trump Indemnified Parties (as defined in the License Agreement) shall not be responsible for and shall have no liability to West Georgia Holdings Inc. and West Georgia Development Limited Partnership (together, the “**Developer**”), the strata corporation or any other individual or entity, including the Strata Lot owners or occupants or the Developer’s, the strata corporation or any Strata Lot owners’ lenders, for, 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 building or portion thereof comprising the strata plan. It is further understood and agreed that none of the Trump Indemnified Parties, including Licensor, has or shall hereafter provide architectural, engineering, contractor, legal, professional or similar services to the Developer or the strata corporation in any capacity or have any liability to the Developer or the strata corporation or any other individual or entity, including Strata Lot owners or occupants or lenders as such. No reviews, recommendations, approvals, or advice to be furnished by any of the Trump Indemnified Parties under the license agreement between the Developer and the Licensor shall 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 the Licensed Mark and Composite Mark.

Restrictions on Casino and Gaming Activities

35. In no event may the common property or any Strata Lot, or any portion thereof, be used for Casino and Gaming Activities (as hereinafter defined) without the prior written consent of Licensor, which may be withheld in Licensor’s sole discretion. In the event of a breach of this clause, Licensor shall have the immediate right to remove the Licensed Mark and Composite Mark from the building and terminate any agreement with respect to such Licensed Mark and Composite Mark. The term “**Casino and Gaming Activities**” shall mean the business of owning, operating, managing or developing a casino or similar facility for the taking or receiving of bets or wagers upon the result of games of chance or skill, including hotel, dockside, riverboat, cruise ship, transportation, entertainment, sports, resort, bar, restaurant and retail services in connection with any of the foregoing activities.

Licensor as Observer at Strata Meetings

36. At all times during the term of the License Agreement, the Licensor shall be entitled to appoint one (1) representative (the “**Observer**”) who shall be entitled to attend all meetings of the council and committees of the council and to receive the same information, including all notices, minutes, consents and other materials, at the same time and in the same manner as



provided to members of the council and such committees. The Observer shall receive no compensation from the strata corporation for service as an Observer; *provided that* the Observer shall be reimbursed for reasonable expenses incurred by the Observer in connection with attendance at any meeting of the Board. The Observer shall be allowed to participate in discussions of matters brought to the council or any committee thereof; *provided that* the Observer shall not be entitled to vote on any matter brought before the council. The Licensor may remove and replace, as applicable, the Observer at any time and from time to time in Licensor's reasonable discretion by notice to the council."

Residential Management Agreement

37. Each owner understands and agrees that the strata corporation has entered into a residential management agreement between the strata corporation and **[Name of Property Management Company]** (the "**Residential Management Agreement**"). Notwithstanding that a quorum may have been achieved for the holding of the applicable meeting of the strata corporation, the quorum required to validly pass a resolution of the strata corporation approving the termination of the Residential Management Agreement or any other contract entered into from time to time by or on behalf of the strata corporation for the provision of strata management services to the strata corporation is eligible voters holding 75% of the strata corporation's votes in person or by proxy.

Amendment of Bylaws 31 to 37

38. Notwithstanding that a quorum may have been achieved for the holding of the applicable meeting of the strata corporation, the quorum required to validly pass a resolution to amend, rescind or replace any of the bylaws 31 to 37 (inclusive) is eligible voters holding 75% of the strata corporation's votes in person or by proxy.

Termination of Bylaws 31 to 38

39. Notwithstanding anything else contained herein, if the License Agreement is terminated for any reason, whether at the expiration of the term thereof or earlier for any reason, then bylaws 31 to 38 (inclusive) will thereafter be of no force or effect whatsoever.

Parking

40. (1) An owner, tenant or occupant of a Strata Lot is only entitled to the use of a parking stall, storage area or bicycle locker located in the parking facility pursuant to a partial assignment of a parking/storage area lease (the "**Parking/Storage Area Lease**") between the strata corporation (by assignment from the owner-developer), as tenant, and the owner-developer (by assignment from the original tenant under the Parking/Storage Area



Lease), as tenant. This section shall not restrict the use of parking stalls, bicycle lockers or storage areas designated as limited common property.

- (2) Certain of the parking stalls (the “**Handicapped Stalls**”) are designed and constructed in accordance with the applicable bylaws of the City of Vancouver to accommodate vehicles driven by individuals who have a loss, or a reduction, of functional ability and activity (including a person in a wheelchair and a person with a sensory disability).

In this bylaw 40(2): (i) “**Qualified Owner**” means an owner of a Strata Lot who resides in such Strata Lot and who has been issued, or whose spouse, dependent child or tenant resides in such Strata Lot and has been issued, a parking permit for people with disabilities from the Social Planning and Research Council of British Columbia (or a disabled person’s parking permit otherwise issued in accordance with the *Motor Vehicle Act* (British Columbia) as it may be amended and replaced from time to time); and (ii) “**Non-Qualified Owner**” means an owner of a Strata Lot who is not a Qualified Owner.

If a Qualified Owner holds an interest in a parking stall (a “**Non-Handicapped Stall**”) that is not a Handicapped Stall, then the Qualified Owner may make a written request that the strata corporation exchange the Qualified Owner’s Non-Handicapped Stall for a Handicapped Stall. Upon receipt by the strata corporation of a written request for such an exchange from a Qualified Owner, the strata corporation will require that a Non-Qualified Owner who is the holder of an interest in a Handicapped Stall (if any and to be selected by the strata corporation in its sole discretion if there is more than one such Non-Qualified Owner) exchange his or her interest in the Handicapped Stall with the Qualified Owner for his or her interest in the Non-Handicapped Stall for no consideration. Such an exchange will be accomplished by the Non-Qualified Owner partially assigning his or her interest in the Parking/Storage Area Lease to the Qualified Owner in respect of the Handicapped Stall, and the Qualified Owner partially assigning his or her interest in the Parking/Storage Area Lease to the Non-Qualified Owner in respect of the Non-Handicapped Stall. The Non-Qualified Owner and the Qualified Owner will each execute a partial assignment of his or her interest in the Parking/Storage Area Lease in favour of the other substantially in the form attached as Schedule A to the Parking/Storage Area Lease.

- (3) Certain of the parking stalls (the “**Electric Vehicle Stalls**”) are designed, constructed and equipped for charging electric vehicles.

In this bylaw 40(2): (i) “**Qualified Owner**” means an owner of a



Strata Lot who resides in such Strata Lot and requires, or whose spouse, dependent child or tenant resides in such Strata Lot and requires, an Electric Vehicle Stall for charging an electric vehicle owned or leased by such person; and (ii) “**Non-Qualified Owner**” means an owner of a Strata Lot who is not a Qualified Owner.

If a Qualified Owner holds an interest in a parking stall (a “**Non-Electric Vehicle Stall**”) that is not an Electric Vehicle Stall, then the Qualified Owner may make a written request that the strata corporation exchange the Qualified Owner’s Non-Electric Vehicle Stall for an Electric Vehicle Stall. Upon receipt by the strata corporation of a written request for such an exchange from a Qualified Owner, the strata corporation will require that a Non-Qualified Owner who is the holder of an interest in an Electric Vehicle Stall (if any and to be selected by the strata corporation in its sole discretion if there is more than one such Non-Qualified Owner) exchange his or her interest in the Electric Vehicle Stall with the Qualified Owner for his or her interest in the Non-Electric Vehicle Stall for no consideration. Such an exchange will be accomplished by the Non-Qualified Owner partially assigning his or her interest in the Parking/Storage Area Lease to the Qualified Owner in respect of the Electric Vehicle Stall, and the Qualified Owner partially assigning his or her interest in the Parking/Storage Area Lease to the Non-Qualified Owner in respect of the Non-Electric Vehicle Stall. The Non-Qualified Owner and the Qualified Owner will each execute a partial assignment of his or her interest in the Parking/Storage Area Lease in favour of the other substantially in the form attached as Schedule A to the Parking/Storage Area Lease.

- (4) An Owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.
- (5) An Owner, tenant or occupant shall not:
 - (i) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (ii) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;



- (iii) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
 - (iv) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (v) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- (6) An Owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.
 - (7) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner, which will reduce the width of an access roadway.
 - (8) No vehicles exceeding 3,500 kg gross vehicle weight shall be parked or brought onto the common property without the consent of the council, except when used in delivery to or removal from the premises.
 - (9) Any vehicle which does not comply with this bylaw may be removed at the owner's expense.

Cost-Sharing Agreements

- 41. The Owners acknowledge that the strata corporation is a party to one or more cost-sharing agreements and/or easement agreements that contain cost-sharing provisions pursuant to which the strata corporation is obligated to contribute a proportionate share of costs relating to the operations, repair and maintenance of certain facilities that are shared by the strata corporation and the hotel component of the building, and that the strata corporation's share of the costs under such agreements is a common expense which will be borne by the owners of the strata lots in proportion to the unit entitlement of their strata lot or as otherwise set out in the budget of the strata corporation.

Bicycle Storage

- 42. (1) Bicycles are not permitted in the elevators, hallways or any other indoor common areas except the designated bicycle lockers as shown on the strata plan. No bicycles are to be kept on any patios, balconies, decks or roof decks or on any other exterior common property or limited common property. All bicycles must enter or exit the building by way of the vehicle



entry to the underground parking facility or by stairwells within the underground parking facility only.

Insurance

43. The strata corporation will maintain the following levels and types of insurance coverage:
- (1) Special perils insurance: property insurance at least 100% of the replacement cost value against all risk of loss to the common property customarily covered by so-called “All Risk” or “Special Perils Form” policies including increased costs that arise from any changes in laws or other legal requirements and all tenant improvements and betterments that any lease requires.
 - (2) Liability insurance: insurance for personal injury, bodily injury, death, accident and property damage (collectively, the “**Liability Insurance**”): (i) public liability insurance, including commercial general liability insurance; (ii) owned (if any), hired, and non-owned automobile liability insurance; and (iii) umbrella liability insurance. Liability Insurance will provide coverage of at least \$50,000,000 per occurrence and \$50,000,000 in the annual aggregate, per location. All Liability Insurance policies will name the Trump Indemnified Parties as “Additional Insured”.
 - (3) Pollution legal liability insurance: covering the common property for third-party claims and first-party and third-party cleanup costs arising out of microbial matter (mold) and pollution conditions, whether or not the pollution conditions are new or pre-existing, on, under, emanating from, or migrating from or through the common property for a period that first commences no later than the completion of construction of the development and ends no less than ten (10) years thereafter; notwithstanding the foregoing, coverage for microbial matter may commence no later than the date on which the first certificate of occupancy is issued. In addition, such policy(ies) will have limits of not less than \$5 million for each occurrence and \$5 million aggregate.
 - (4) Employers’ liability coverage should be added to general liability coverage provided under Workers Compensation Insurance (which is provided through the Provincial Government), with a limit of \$1,000,000.
 - (5) The required insurance coverage set out in this bylaw 43 will be obtained from insurer(s) authorized to do business in British Columbia and with an AM Best rating of “A” or better. The strata corporation will deliver binding certificates of insurance, as well as



evidence of renewal, certified as true and complete by the carrier or
its authorized representative.

Date: _____, 201__

WEST GEORGIA HOLDINGS INC.,
by its authorized signatory

By: _____
Name:

EXHIBIT F
FORM J – RENTAL DISCLOSURE STATEMENT

See attached.

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 plan of certain lands and premises located in Vancouver, British Columbia and currently legally described as:

Parcel Identifier: 018-658-628
Lot F
Block 17
District Lot 185
Plan LMP14977

This Rental Disclosure Statement is:

- ☒ the first Rental Disclosure Statement filed in relation to the above-noted strata plan
- ☐ a changed Rental Disclosure Statement filed under section 139(4) of the Strata Property Act, and the original Rental filed in relation to the above-noted strata plan was filed on _____.

1. The development described above includes 218 residential strata lots.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description:

Description of Strata Lot	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 218 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 218	December 31, 2112

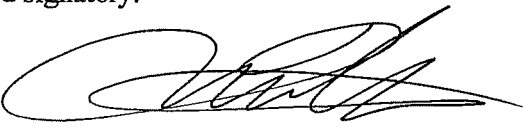
* Section 143(2) of the Strata Property Act provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, 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: October 22, 2013

WEST GEORGIA HOLDINGS INC., by its
authorized signatory:

By:


Name: Joo Kim Tiah

Restrictions on Leasing

33. 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 one year without Licensor’s approval, in its sole discretion.



EXHIBIT G
FORM OF CONTRACT OF PURCHASE AND SALE

See attached.



S.L. No. _____ Unit No. _____

TRUMP

INTERNATIONAL HOTEL & TOWER®

VANCOUVER

THE RESIDENCES AT TRUMP INTERNATIONAL HOTEL & TOWER® VANCOUVER

CONTRACT OF PURCHASE AND SALE

"Vendor" WEST GEORGIA DEVELOPMENT LIMITED PARTNERSHIP
10 – 698 Seymour Street
Vancouver, BC V6B 3K6

"Purchaser"

Tel: (H): _____
Tel: (W): _____
Tel: (C): _____
Fax: _____
E-mail: _____

Tel: (H): _____
Tel: (W): _____
Tel: (C): _____
Fax: _____
E-mail: _____

"Strata Lot" Proposed Strata Lot _____ (Unit No. _____) in The Residences at Trump International Hotel & Tower® Vancouver (the **"Development"**) to be constructed within an airspace parcel to be subdivided out from the lands (the **"Lands"**) located in the City of Vancouver and currently legally described as PID: 018-658-628 Lot F Block 17 District Lot 185 Plan LMP14977.

"Purchase Price" \$ _____
The Purchase Price is exclusive of GST, HST or any transition tax (as defined in section 11 of Schedule A).

1.01 Offer. The Purchaser hereby offers to purchase the Strata Lot from the Vendor for the Purchase Price and upon the terms set forth herein subject to the encumbrances (the **"Permitted Encumbrances"**) referred to in the Disclosure Statement (as defined in section 22 of Schedule A). The Purchaser acknowledges that he/she is purchasing a strata lot which is to be constructed or is presently under construction.

1.02 Deposit. The Purchaser will pay deposits to Terra Law Corporation, (the **"Vendor's Solicitors"**) in trust to be held by them as trustee in accordance with the Real Estate Development Marketing Act (British Columbia) (**"REDMA"**) as follows:

- a. a deposit (the **"First Deposit"**) of 10% of the Purchase Price, payable concurrently with the delivery of the Purchaser's offer to purchase the Strata Lot to the Vendor; \$ _____
- b. a further deposit (the **"Second Deposit"**) of an additional 10% of the Purchase Price payable on or before the date that is the later of: (i) ten (10) days after receipt by the Purchaser of the Building Permit Amendment and the Financing Amendment (each as defined in section 22 of Schedule A hereto); and (ii) six (6) months after the Acceptance Date (as defined below); and \$ _____
- c. a further deposit (the **"Third Deposit"**) of an additional _____% of the Purchase Price payable on or before the date that is one hundred and eighty (180) days after the date on which the Second Deposit is due (as determined in accordance with section 1.02(b) hereof). \$ _____

INITIALS

Purchaser	Purchaser	Vendor



The First Deposit, the Second Deposit and the Third Deposit are collectively referred to as the **"Deposit"**.

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.

1.03 Included Items. The Purchase Price includes the following items unless otherwise noted in the Disclosure Statement:

- | | | |
|------------------|-------------------------------|----------------|
| [a] Refrigerator | [d] Gas cooktop/electric oven | [g] Garburator |
| [b] Microwave | [e] Dishwasher | |
| [c] Hood fan | [f] Washer and dryer | |

The Purchase Price also includes the items indicated in Addendum 1 (if any) attached hereto unless otherwise noted in the Disclosure Statement. Fixtures and features as represented in the Disclosure Statement will also be included, provided that the Vendor may substitute materials of reasonably similar quality. Presentation Centre / Display Suite decorator features, fixtures, wall treatments, finishings, fittings, light fixtures and furnishings are not included in the Purchase Price.

1.04 Parking Stalls and Bicycle Lockers.

The Purchase Price includes the exclusive use of _____ parking stall(s) in the Development and _____ bicycle locker(s) to be allocated in the manner described in the Disclosure Statement. The Vendor reserves the right to locate the parking stall(s) and bicycle locker(s) in its sole discretion without consultation with the Purchaser. The parking stalls and bicycle lockers in the Development may vary in size, shape and convenience of location, and may be partially obstructed by equipment and other facilities. Unless otherwise specified in this Contract or in any addenda attached hereto, any parking stall(s) included in the Purchase Price will not be located in secured private garages.

INITIALS

Purchaser	Purchaser	Vendor

1.05 Completion, Possession and Adjustment Dates. See Schedule A attached hereto.

1.06 Receipt of Disclosure Statement. The Purchaser acknowledges that the Purchaser has received a copy of the Disclosure Statement and has been given a reasonable opportunity to read the Disclosure Statement and the execution by the Purchaser of this Contract will constitute a receipt in respect thereof. The Purchaser acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Contract has been drawn to the Purchaser's attention.

INITIALS

Purchaser	Purchaser

1.07 Agency Disclosure. The Vendor and the Purchaser acknowledge having received, read and understood the brochure published by the B.C. Real Estate Association entitled "Working with a Realtor" and acknowledge and confirm that:

- a. the Vendor has an agency relationship with Magnum Projects Ltd. and _____ [name of licensee].; and
- b. ☐ the Purchaser has an agency relationship with _____ [name of brokerage] and _____ [name of licensee]; OR
- ☐ the Purchaser confirms that he/she/it has not retained any agent or brokerage and is representing himself/herself/itself in this transaction.

INITIALS

Purchaser	Purchaser	Vendor



S.L. No. _____ Unit No. _____

1.08 Acceptance. This offer will be open for acceptance on presentation until 11:59 p.m. on _____, 201____ and, upon acceptance by the Vendor signing a copy of this offer, there will be a binding agreement of sale and purchase (the "Contract") in respect of the Strata Lot for the Purchase Price, on the terms and subject to the conditions set out herein.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE A ARE PART OF THIS CONTRACT. READ THEM CAREFULLY BEFORE YOU SIGN.

THE PURCHASER HAS EXECUTED THIS CONTRACT THIS _____ DAY OF _____, 201____.

WITNESS: _____ PURCHASER(S): _____

VENDOR'S ACCEPTANCE: The Vendor hereby accepts the Purchaser's offer to purchase contained herein this _____ day of _____, 201____ (the "Acceptance Date").

**WEST GEORGIA DEVELOPMENT LIMITED
PARTNERSHIP**, by its general partner, **WEST
GEORGIA GP LTD.**

Per: _____
(Authorized Signatory)

INITIALS

Purchaser	Purchaser	Vendor



SCHEDULE A

1. **Completion Date.** The Purchaser will pay the balance of the Purchase Price, as adjusted in accordance with this 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 mortgagee'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



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

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Purchaser	Purchaser	Vendor



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.

6. **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.**

- (a) The Vendor will cause the Strata Lot to be constructed and completed in a good and workmanlike manner 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;
- (b) 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.

- 10. Inspection.** The Vendor warrants that on the Completion Date the Strata Lot and the common property of the 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 and possession of a newly constructed or substantially renovated home is transferred on or after April 1, 2013:
 - (i) 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;
- (i) 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:

- (i) 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.

13. **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.
14. **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;
- (f) 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;
- (i) to disclose such personal information to the Vendor's 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;
- (l) 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.

19. 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 or 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 Purchase acknowledges that he/she/it has received a copy of the disclosure statement for the Development dated October 22, 2013 (the "**Initial Disclosure Statement**"), as amended by any 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 and 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) The Vendor acknowledges its obligation to deliver to the Purchaser an amendment (the "**Building Permit Amendment**") to the Disclosure Statement setting out particulars of the issued building permit in respect of the Development and an amendment (the "**Financing Amendment**") to the Disclosure Statement setting out particulars of a satisfactory financing commitment in respect of the Development, as contemplated in the Disclosure Statement. The Vendor and Purchaser agree that:
 - (i) the Purchaser may cancel this Contract for a period of seven days after receipt of the Building Permit Amendment if the layout or size of the Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit;
 - (ii) if the Building Permit Amendment is not received by the Purchaser within 12 months after the Initial Disclosure Statement was filed with the Superintendent of Real Estate (the "**Superintendent**"), the Purchaser may at his or her option cancel this Contract at any time after the end of the 12 month period until the Building Permit Amendment is received by the Purchaser, at which time the Purchaser may cancel this Contract for a period of seven days after receipt of the Building Permit Amendment only if the layout or size of the Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit;
 - (iii) if the Financing Amendment is not received by the Purchaser within 12 months after the Initial Disclosure Statement was filed with the Superintendent, the Purchaser may at his or her option cancel this Contract at any time after the end of the 12 month period until the Financing Amendment is received by the Purchaser;

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- (iv) the amount of the Deposit to be paid by the Purchaser prior to receiving the Building Permit Amendment and the Financing Amendment will be no more than 10% of the Purchase Price; and
- (v) all deposits paid by the Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser pursuant to this section 22.
- (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. 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.
- (c) Notwithstanding anything to the contrary contained in License Agreement, Licensor and the other Trump 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

INITIALS

Purchaser	Purchaser	Vendor



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.

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Purchaser	Purchaser	Vendor



EXHIBIT H
DESCRIPTION OF ZONING

See attached.





City of Vancouver *Zoning and Development By-law*
Community Services, 453 W. 12th Ave Vancouver, BC V5Y 1V4 ☎ 604.873.7000 fax 604.873.7060
planning@vancouver.ca

CD-1 (446)

1133 West Georgia Street

By-law No. 9195

(Being a By-law to Amend By-law 3575, being the Zoning and Development By-law)

Effective November 23, 2005

(Amended up to and including By-law No. 10092, dated July 20, 2010)

Consolidated for Convenience Only



B C C O N D O S . N E T



1 *[Section 1 is not reprinted here. It contains a standard clause amending Schedule D (Zoning District Plan) to reflect this rezoning to CD-1.]*

2 Definitions

2.1 Words in this By-law have the meanings given to them in the Zoning and Development By-law except that Council deems the base surface for this sloped site to be 30.4 m.

2.2 In this By-law:

“**co-operative parking space**” means a parking space reserved for the exclusive use of a co-operative vehicle; and

“**co-operative vehicle**” means a four-wheeled automobile, van, or pick-up truck owned and operated by an organization which provides car-sharing services to its members.

3 Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (446).

3.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (446) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses;
- (b) Dwelling Uses;
- (c) Institutional Uses;
- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses; and
- (g) Accessory Use customarily ancillary to any use permitted by this section 3.2.

4 Conditions of use

Dwelling units are in an “activity zone” as defined in the Noise Control By-law, and, as a result, are subject to noise from surrounding land uses and street activities at levels permitted in industrial and downtown districts.

5 Floor area and density

5.1 Computation of floor space ratio must assume that the site consists of 2 426.2 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications. [9575; 07 12 11]

5.2 The floor space ratio must not exceed 20.80, except that approval by the Director of Planning of any dwelling use requires the concurrent or prior approval by the Director of Planning of office, retail, or service uses having a floor space ratio of at least 9.0. [9575; 07 12 11] [10092; 10 07 20]

Note: *Information included in square brackets [] identifies the by-law numbers and dates for the amendments to By-law No. 9195 or provides an explanatory note.*



5.3 Computation of floor area must include: [9575; 07 12 11]

- (a) all floors having a minimum ceiling height of 1.2 m, both above and below ground level, measured to the extreme outer limits of the building; and
- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross-sectional areas and included in the measurements for each floor at which they are located.

5.4 Computation of floor space ratio and floor area must exclude: [9311; 06 06 13] [9575; 07 12 11]

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all such exclusions must not exceed 8% of the residential floor area;
- (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
- (c) the floors or portions of floors used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, which are at or below the base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; [9311; 06 06 13]
- (d) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (e) residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit;
- (f) amenity areas accessory to residential use, except that the total area excluded must not exceed 3 048 m² in any building;
- (g) child day care facility; and
- (h) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness.

5.5 Computation of floor space ratio and floor area may exclude, at the discretion of the Director of Planning or Development Permit Board: [9311; 06 06 13] [9575; 07 12 11]

- (a) enclosed residential balconies if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sun deck exclusions must not exceed 8% of the residential floor area being provided, and
 - (ii) enclosure of the excluded balcony floor area must not exceed 50%;
 - (b) unenclosed outdoor areas underneath tower building overhangs, and any architectural canopy, trellis, or glazed roof that offers weather protection to open space available for common use by residents, visitors, or members of the public; [9575; 07 12 11]
 - (c) floor area in double-height space which is to count once only; and
 - (d) interior public space, including atria and other similar spaces, except that:
 - (i) the excluded area must not exceed the lesser of 10% of the permitted floor area and 557.42 m²,
 - (ii) a covenant and right of way in favour of the city, which sets out public access and use, must secure the excluded area, and
 - (iii) the Director of Planning must first consider all applicable policies and guidelines adopted by Council.
- [9575; 07 12 11]

5.6 The use of floor space excluded, under this By-law, from the computation of floor space ratio and floor area must not be for any purpose other than that which justified the exclusion. [9311; 06 06 13] [9575; 07 12 11]



6 Height

- 6.1 The building height, measured above the base surface to the top of the roof slab above the uppermost habitable floor, must not exceed 182.88 m, except that mechanical appurtenances and decorative roof may increase the building height to no more than 187.76 m. [9311; 06 06 13] [10092; 10 07 20]
- 6.2 Section 10.11, entitled Relaxation of Limitations on Building Height, of the Zoning and Development By-law, does not apply to this By-law. [9311; 06 06 13]

7 Parking, loading, and bicycle spaces

Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces, loading spaces, and bicycle spaces, all as defined under the Parking By-law, except that there must be:

- (a) for non-dwelling uses, except for hotel:
 - (i) at least one parking space for each 145 m² of gross floor area,
 - (ii) no more than one parking space for each 115 m² of gross floor area, and
 - (iii) at least 1% of parking spaces designated as shared vehicle parking spaces for use by persons who are using a shared vehicle;
- (b) for dwelling uses:
 - (i) at least the lesser of one parking space for each 140 m² of gross floor area and one parking space for each dwelling unit,
 - (ii) no more than 0.5 parking space for each studio dwelling unit, one parking space for each one bedroom dwelling unit, 1.5 parking spaces for each two bedroom dwelling unit, and two parking spaces for each three or more bedroom dwelling unit,
 - (iii) 0.02 shared vehicle parking spaces for each dwelling unit, and, for parking calculation purposes, any number larger than or equal to 0.5 is to equal one,
 - (iv) at least 0.008 loading spaces, Class A for one to 299 dwelling units, and
 - (v) at least 0.006 loading spaces, Class A for more than 299 dwelling units; and
- (c) for hotel use, no more than 0.4 parking space for each sleeping or housekeeping unit.

[10092; 10 07 20]

8 Acoustics

All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of the dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
bedrooms	35
living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

9 Severability

A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.

- 10 *[Section 10 is not reprinted here. It contains a standard clause including the Mayor and City Clerk's signature to pass the by-law and certify the by-law number and date of enactment.]*





