

THE PRIVATE RESIDENCES AT HOTEL GEORGIA

DISCLOSURE STATEMENT REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA (the "Act") DATED September 12, 2007

This Disclosure Statement is with respect to an offering by GEORGIA PROPERTIES PARTNERSHIP for the sale of strata lots located at property currently having a proposed civic address at 669 Howe Street, Vancouver, British Columbia, in a development known as "The Private Residences at Hotel Georgia".

DEVELOPER:**Name:**

GEORGIA PROPERTIES PARTNERSHIP
(the "Developer")

Address for Service:

c/o Parolin & Company
Barristers and Solicitors
1908 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia V6C 3L2

Attention: Dennis J.F. Parolin

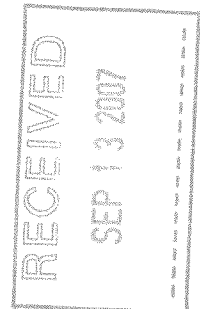
Head Office and Mailing Address:

788 - 1199 West Hastings Street
Vancouver, British Columbia V6E 3T5

AGENT OF THE DEVELOPER:

Sotheby's International Realty Canada
1672 West 2nd Avenue
Vancouver, British Columbia V6J 1H4

The Developer reserves the right to appoint additional or replacement agents or subagents.

**DISCLAIMER**

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

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RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act* (the “Act”), the purchaser of a development unit may rescind (cancel) the contract of purchase and sale by serving written notice on the developer or the developer’s brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser received a copy of the 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 broker, if any, at the address shown in the disclosure statement received by the purchaser, or
- (d) the developer’s broker, 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 Act and regulations, the developer or the developer’s trustee must promptly return the deposit to the purchaser.

THE PRIVATE RESIDENCES AT HOTEL GEORGIA

DISCLOSURE STATEMENT SALE OF STRATA LOTS PRIOR TO OBTAINING BUILDING PERMIT

NOTICE TO PURCHASERS UNDER POLICY STATEMENT 5 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* (BRITISH COLUMBIA)

Pursuant to Policy Statement 5, the Superintendent will accept for filing Disclosure Statements where the developer has been granted development approval prior to the issuance of a building permit, provided that:

1. The estimated date, as disclosed in the Disclosure Statement, for the issuance of a building permit, is 9 months or less from the date the developer filed the Disclosure Statement with the Superintendent;
2. The Developer markets the proposed development units under the Disclosure Statement for a period of no more than 9 months from the date the Disclosure Statement was filed with the Superintendent, unless an amendment to the Disclosure Statement that sets out particulars of the issued building permit is filed with the Superintendent during that period;
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, contains the following provisions:
 - (a) The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the Disclosure Statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
 - (b) If an amendment to the Disclosure Statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
 - (c) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
 - (d) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

THE PRIVATE RESIDENCES AT HOTEL GEORGIA

DISCLOSURE STATEMENT SALE OF STRATA LOTS PRIOR TO OBTAINING FINANCING

NOTICE TO PURCHASERS UNDER POLICY STATEMENT 6 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* (BRITISH COLUMBIA)

Pursuant to Policy Statement 6, the Superintendent will accept for filing Disclosure Statements where the developer has yet to obtain any commitment as to financing, provided that:

1. The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, 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 a satisfactory financing commitment is filed with the superintendent during that period;
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 a satisfactory financing commitment, contains the following terms:
 - (a) If an amendment to the disclosure statement that sets out particulars of 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;
 - (b) 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 a satisfactory financing commitment is no more than 10% of the purchase price; and
 - (c) 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.

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EXHIBITS TO DISCLOSURE STATEMENT

Exhibit "A"	Draft Strata Plan
Exhibit "B"	Table of Areas
Exhibit "C"	Proposed Unit Entitlement for the Strata Lots in Form V under the <i>Strata Property Act</i> of British Columbia
Exhibit "D"	Form Y, Bylaw Amendments
Exhibit "E"	Budget and Monthly Assessments
Exhibit "F"	Rental Disclosure Statement
Exhibit "G"	Existing Encumbrances and Legal Notations
Exhibit "H"	Offer to Purchase and Agreement of Purchase and Sale

1 THE DEVELOPER

1.1 Jurisdiction and Origin

The Developer is Georgia Properties Partnership, a general partnership formed under the laws of the Province of British Columbia between 0729909 B.C. Ltd. and Georgia Trust (2005).

0729909 B.C. Ltd., a company incorporated in British Columbia under the British Columbia *Business Corporations Act* on July 13, 2005 under Incorporation No. BC0729909, is the managing partner of the Georgia Properties Partnership.

Hotel Georgia Management Ltd., a company incorporated in British Columbia under the British Columbia *Business Corporations Act* on July 12, 2005 under Incorporation No. BC0729713, is the trustee of, and controls and administers, the Georgia Trust (2005).

1.2 Purpose and Assets

The Developer was established specifically for the purpose of developing the Property (as defined below), including the Strata Lots (as defined below), and the Developer does not have any assets other than the Property.

1.3 Registered and Records Office Addresses

The registered and records office address of 0729909 B.C. Ltd. and Hotel Georgia Management Ltd. is: 3000 Royal Centre, P.O. Box 11130, 1055 West Georgia Street, Vancouver, BC V6E 3R3.

1.4 Directors

The sole director of 0729909 B.C. Ltd. is Mr. Bruce Langereis.

The directors of Hotel Georgia Management Ltd. are Mr. Bruce Langereis and Ms. Rita Sheau Ping Yii.

Mr. Bruce Langereis and Ms. Rita Sheau Ping Yii are required by Section 14 of the Act and Section 9 of the regulations thereto to sign this Disclosure Statement dated September 12, 2007 (the "Disclosure Statement").

2 GENERAL DESCRIPTION

2.1 General Description of the Development

(a) Location of Development

The residential strata lot development described in this Disclosure Statement (the "Development"), and the 156 strata lots offered for sale by the Developer pursuant to this Disclosure Statement (the "Strata Lots"), will be located at 669 Howe Street, Vancouver, British Columbia. The civic address of the Development may be amended by the City of Vancouver (the "City").

(b) General Description

The Development will be part of an integrated project (the “Project”) which will be carried out by the Developer on the Property. The Development will comprise the residential component (the “Residential Component”) of the Project. The Project will involve an extensive redevelopment and refurbishment of the heritage designated hotel currently located on the southerly portion of the Property (such existing hotel, and, as the context may require, the redeveloped and refurbished hotel comprising part of the Project, shall be referred to in this Disclosure Statement as the “Hotel” or the “Hotel Component”), and the development and construction of a forty-seven (47) storey concrete tower (the “Tower”), with an eight (8) storey below grade parkade. The Tower will be physically integrated into the Hotel.

The Developer intends to subdivide the Property (as described below at Section 4.1) to create three legal parcels:

- (i) an airspace parcel (the “Residential Parcel”) within which the Strata Lots will be constructed;
- (ii) an airspace parcel (the “Office Parcel”) within which the Office Component described below at Subsection 2.1(c) will be constructed; and
- (iii) the remainder of the Property (the “Remainder Parcel”) which will comprise the Hotel and the Hotel Component.

The Residential Parcel will then be subdivided by a strata plan to create the Strata Lots. Subject to Subsection 2.1(d) below, the legal description of the Development will be Strata Lots 1 to 156, inclusive, of a proposed strata plan subdivision of the Residential Parcel.

A reduced copy of the draft strata plan (the “Draft Strata Plan”) is attached as Exhibit “A” to this Disclosure Statement. Subject to Subsection 2.1(d) below, the approximate layout of the Development and the approximate dimensions, layout and areas of the Strata Lots, Limited Common Property (as defined below) and Common Property (as defined below) are shown on the Draft Strata Plan. The final strata plan (the “Final Strata Plan”) will be prepared upon completion of the construction of the Development and the Strata Lots will be created upon the deposit and registration of the Final Strata Plan in the Vancouver/New Westminster Land Title Office (the “Land Title Office”). The dimensions, lot lines, layouts and locations of the Strata Lots and the dimensions, layouts and locations of the Limited Common Property and the Common Property on the Final Strata Plan may vary from those shown on the Draft Strata Plan when construction is completed.

The Strata Lots will be located within levels 14 through 48 of the Tower. Although the Tower will have 47 storeys, the floor levels will be numbered 1 through 12 and 14 through 48. The Strata Lots will be of the following types:

- (i) 38 will have one bedroom;
- (ii) 99 will have two bedrooms;

- (iii) 6 will have three bedrooms; and
- (iv) 13 will have four bedrooms.

The Development will include five (5) entire levels of underground parking, being the fourth to the eighth underground parking levels, as well as a portion of the third underground parking level containing thirteen (13) parking stalls, which will comprise part of the Residential Parcel. The Development will also include eleven (11) parking stalls on the first level of underground parking, nine (9) of which will comprise visitor parking for the Development. For purposes of this Disclosure Statement, the eight level underground parking facility for the Project, part of which will be located within the Residential Parcel, part of which will be located within the Office Parcel, and the balance of which will be located within the Remainder Parcel, will be referred to as the "Project Parking Facility".

The owners of the Strata Lots (the "Owners") will each be entitled to a proportionate share of the Common Property of the Development, including the common facilities and other assets of the strata corporation (the "Strata Corporation") to be created upon the deposit of the Final Strata Plan in the Land Title Office, which the Owners will own as tenants in common. Each Owner's entitlement to a proportionate share of the Common Property of the Development and the common facilities and other assets of the Strata Corporation is subject to the bylaws of the Strata Corporation, any designations of Common Property as Limited Common Property, and any licenses, easements, leases, rights of way, equitable charges, covenants or any other encumbrances or charges described in this Disclosure Statement which are granted by the Developer prior to the registration of the Final Strata Plan or by the Strata Corporation once the Final Strata Plan is registered in the Land Title Office and the Strata Corporation is formed.

(c) Integrated Project

The Development is intended to be physically integrated with two other developments. One of the two other developments will be constructed within the Office Parcel and will be comprised of eight (8) floors of commercial office space located within level two (2) and within levels five (5) through eleven (11) of the Tower (the "Office Component").

The Office Component will include a lobby area which will be integrated into the lobby for the Development and a portion of the Project Parking Facility. The Office Component is expected to be subdivided by way of a strata plan, but may not be subdivided, and all or any portion thereof may be sold and/or leased by the Developer to end users and investors.

The other development physically integrated into the Development, and the balance of the Project, will be comprised of the Hotel Component. The Hotel Component will include the redeveloped and refurbished existing Hotel structure which will be physically integrated into the Tower. The Hotel will contain retail areas which the Developer expects will be leased by the owner of the Hotel Component to third party users pursuant to lease agreements. The Developer also expects that certain other areas of the Hotel, such as restaurant space, spa areas and gym or fitness areas, will be leased and/or licenced to third party operators and/or entities related to the Developer by way of leases and/or license agreements.

The Hotel Component is presently intended to be managed by an entity within the Valencia Group. *Notwithstanding anything else provided herein or in any brochures, advertisements, materials or publications of any sort, the statements in this Disclosure Statement relating to the Hotel Component are statements of the Developer's intentions only and, accordingly, the Developer makes no representation or warranty that the Hotel Component will be managed by the Valencia Group at the time of the conveyance of a Strata Lot nor that such management may not change in the future, this Disclosure Statement being solely in respect of the Development. At the Developer's sole discretion, the Hotel Component may be managed by a hotel manager or operator other than the Valencia Group and may operate under a name other than "The Hotel Georgia, a Valencia Group Hotel".*

No purchaser of a Strata Lot, nor the Strata Corporation, will be entitled to any rights of any kind in connection with the use of the names "The Hotel Georgia" or "Valencia", or any marks belonging to the Developer or the Valencia Group.

The Hotel Component (including any retail, restaurant, lounge, bar and spa areas located within the Hotel Component) and the Office Component are not part of the Development and this Disclosure Statement is solely for the Strata Lots forming the Development.

(d) Size and Layout of Strata Lots

The proposed layout of the Development, and the proposed dimensions, lot lines and location of the Strata Lots, are set out in the Draft Strata Plan attached as Exhibit "A" to this Disclosure Statement and the estimated areas of the Strata Lots are as set out in Exhibit "B" of this Disclosure Statement.

The areas, dimensions, lot lines and locations of the Strata Lots set out on the Draft Strata Plan and Exhibit "B", and in any sales brochures, advertisements, websites or other marketing materials, are provided for informational purposes only and are not represented as being the actual final areas, dimensions, lot lines or locations of the Strata Lots. The Strata Lots are to be constructed substantially in accordance with the Draft Strata Plan attached to this Disclosure Statement as Exhibit "A", and substantially in accordance with the plans and specifications prepared by the Developer's architects, Endall Elliott Associates and IBI/HB Architects, as the same may be approved and modified by the City. The Developer reserves the right to make, and may make, changes in and to the features and design set out in the Draft Strata Plan and the architectural plans and specifications, including without limitation modifications to the siting of the Strata Lots and the layout, area and floor plans of the Strata Lots, and using alternative materials, all in the event, and to the extent, such changes and modifications are desirable and reasonable in the opinion of the Developer and/or its architects. The actual size and dimensions of the Strata Lots as constructed will vary from what is depicted on Exhibits "A" and "B" and the architectural plans and specifications. The Developer also reserves the right to amend the size, number and type of units for the Development, to combine two or more Strata Lots into a single Strata Lot, to subdivide single Strata Lots into two Strata Lots, to renumber the Strata Lots, to renumber the unit numbers assigned to the Strata Lots, to add or subtract one or more floors to the Tower, and to amend the size and layout of any Limited Common Property and Common Property prior to filing the Final Strata Plan.

2.2 Use of the Strata Lots

The zoning for the Property which permits the Project to be constructed upon the Property is CD-1(413) as set out in Bylaw No. 3537, as amended by Bylaw Nos. 8536, 8627, 8628, 8890, 9311 and 9472 (collectively, the "Zoning Bylaw").

All Strata Lots will be for residential use. There are no restrictions on the use of a Strata Lot except as imposed under the proposed bylaws of the Strata Corporation (as described in Section 3.5 below), the Zoning Bylaw, the development permit to be obtained in respect of the Development and other bylaws of the City applicable to the Development from time to time.

2.3 Not a Phased Development

The Development will not be constructed in phases.

3 STRATA 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, common facilities and other assets of the Strata Corporation and is used to determine each Strata Lot's proportionate contribution to the expenses incurred in respect of the common property, common facilities and liabilities of the Strata Corporation. The Unit Entitlement for the Strata Lots will be based on the habitable area of each Strata Lot, expressed in square metres, as determined by a British Columbia land surveyor, rounded to the nearest whole number, and excluding any non-living areas such as patio, deck or storage area (other than closet space). A schedule of the proposed Unit Entitlement for the Strata Lots in Form V under the *Strata Property Act* of British Columbia is attached as Exhibit "C" to this Disclosure Statement.

The calculation of Unit Entitlement set out on Exhibit "C" of this Disclosure Statement is based on architectural drawings. The actual Unit Entitlement may vary from the figures shown when calculated on the basis of the surveyed Final Strata Plan for the Development. The final Form V setting out the actual Unit Entitlement will be filed in the Land Title Office concurrently with the deposit of the Final Strata Plan.

3.2 Voting Rights

Each Strata Lot will have one (1) vote in the Strata Corporation.

3.3 Common Property and Facilities

(a) General Description

Each of the Owners of the Strata Lots will be entitled to a proportionate share of the common property (the "Common Property"), including the common facilities and other assets of the Strata Corporation, shown on the Final Strata Plan as filed in the Land Title Office. The proportionate share of each Owner of a Strata Lot of the Common Property shall be based on the proportionate Unit Entitlement of the Strata Lot as described above in Section 3.1. The Owners of the Strata Lots will own such Common Property as tenants in common. The Common Property of the Development shall include all of the areas designated as Limited Common Property on the Final Strata Plan, as described in

Section 3.4 below and shown on the Draft Strata Plan, as same may be modified or amended in the manner described in Subsections 2.1(b) and (d), and as described in Section 3.4 below.

This entitlement of the Owners of the Strata Lots in the Common Property is subject to the bylaws of the Strata Corporation, any designations of Common Property as Limited Common Property, and any licences, easements, leases, rights of way, equitable charges, covenants or any other encumbrance or charges described in this Disclosure Statement which are granted by the Developer prior to the registration of the Final Strata Plan or by the Strata Corporation once the Final Strata Plan is registered in the Land Title Office and the Strata Corporation is formed.

The estimated cost of operating and maintaining those portions of the Common Property available for use by the owners of Strata Lots will be shared by the Owners of the Strata Lots and included in their monthly assessments.

It is intended that the Common Property of the Development will include a multi-media room, a multi-function room, washrooms, visitor parking and common bicycle storage areas. It is also intended that the Development will include a portion of the entrance lobby located on the ground floor of the Tower (the "Entrance Lobby"), with the balance of the Entrance Lobby comprising common property of the Office Component. The Entrance Lobby will include a concierge desk staffed by a concierge/security officer (the "Concierge") providing services exclusively to the Owners. The Concierge will be responsible for providing general assistance to the Owners in addition to his/her security duties.

With the exception of the costs and expenses relating to the Concierge, which will be the responsibility of the Residential Component, and the costs and expenses relating to any concierge providing services to the Office Component, which will be the responsibility of the Office Component, the costs and expenses of cleaning, maintaining, repairing, furnishing and operating the Entrance Lobby, will be shared between the Development and the Office Component on the basis that the Residential Component will be responsible for 50%, and the Office Component will be responsible for 50%, of such costs and expenses. The Owners of the Strata Lots will have a right of access over that portion of the Entrance Lobby comprising part of the Office Component, and the owners, tenants and invitees of the Office Component will have a right of access over that portion of the Entrance Lobby comprising Common Property of the Strata Corporation. The respective rights and obligations of the Owners of the Strata Lots and the Office Component with respect to the Entrance Lobby and the sharing of costs and expenses relating to the Entrance Lobby will be set out in a reciprocal easement which will be registered against the Common Property of the Development and the applicable property of the Office Component which comprises the Entrance Lobby.

The Common Property of the Development will include two passenger elevators for the exclusive use of the Owners and will also include a passenger and service elevator (the "Shared Fire Prevention Service Elevator") which will be available for the exclusive use of the Owners within the Project Parking Facility and from level 14 through to level 48 of the Tower. The Hotel Component and the Office Component will have the right to use the Shared Fire Prevention Service Elevator for fire prevention and emergency service purposes from level 1 up to level 12 of the Tower and will be responsible for a share of the costs of servicing, maintaining, repairing and replacing the Shared Fire Prevention Service Elevator as described in Section 3.13. It is anticipated that one or more easements will be registered against the Common Property, in favour of the Hotel Component and the Office

Component, pursuant to which the Hotel Component and Office Component will have a secured right to use and access the Shared Fire Prevention Service Elevator for fire prevention and emergency service purposes.

(b) Recreational and Other Facilities

The owners of the Strata Lots will also have the non-exclusive use of the following facilities and amenities:

- (i) exercise and fitness equipment;
- (ii) indoor swimming pool; and
- (iii) men's and ladies' restrooms.

The facilities and amenities listed above (the "Shared Amenities") will be located within the Hotel Component and will be available for use by both the Owners and guests of the Hotel. The right of the Owners to use the Shared Amenities will be secured by way of one or more easements in favour of the Owners of the Strata Corporation and the right of the Owners to use the Shared Amenities will be in accordance with the terms of the applicable easement and will be subject always to the reasonable rules and regulations relating to such use, including those relating to hours of operation, as determined from time to time by the owner or manager of the Hotel Component or, with respect to the exercise and fitness equipment, the Fitness Operator described below.

The exercise and fitness equipment comprising part of the Shared Amenities will be located within the fitness centre of the Hotel (the "Hotel Fitness Centre"). The Owners of the Strata Corporation will have access to an area located within the Hotel Fitness Centre which will contain the exercise and fitness equipment available for use by the Owners (the "Exercise Equipment Area"). The guests of the Hotel will also have access to, and will use, the Exercise Equipment Area.

The Hotel Fitness Centre may be leased or licenced from time to time by the owner of the Hotel to a third party operator (a "Fitness Operator") and in such event the Exercise Equipment Area will also be available for use by the clients and invitees of the Fitness Operator as well as the guests of the Hotel. If and to the extent the Hotel Fitness Centre is not leased or licensed by the owner of the Hotel to a Fitness Operator, then the Hotel Fitness Centre will be operated and managed by the manager or operator of the Hotel.

For purposes of this Disclosure Statement, the term "Exercise Equipment Area" means an area of approximately 1,000 square feet containing exercise and fitness equipment which will be available for use by the Residential Component, as well as the guests of the Hotel and by the clients and invitees of a Fitness Operator, and shall not include the balance of the Hotel Fitness Centre or any area licenced or leased to the Fitness Operator for the Fitness Operator's exclusive use in conducting its business, or any areas used by the Hotel Component in conducting its hotel business, such as studios, treatment rooms, offices and meeting areas. The easements described above relating to the Exercise Equipment Area will provide that the owner of the Hotel Component will have the right to amend from time to time the area and location of the Exercise Equipment Area.

The Shared Amenities will be operated and managed by the manager of the Hotel from time to time or, with respect to the Exercise Equipment Area only, by a Fitness Operator pursuant to a lease or licence agreement. The use (including scheduling), employment of personnel, cleaning, maintenance, repair and replacement of the Shared Amenities will be undertaken by the Hotel Component, subject to any obligations and responsibilities in this regard subcontracted to any Fitness Operator, pursuant to the easements governing such use by the Owners, and such easements will include the obligation of the Owners to contribute to the cost of the management, operation, cleaning, maintenance, repair, fixturing, furnishing and replacement of the Shared Amenities as described in Section 3.13 below.

It is intended by the Developer that, initially, the owner of the Hotel Component will lease the exercise and fitness equipment used in the Exercise Equipment Area and, in the future, will either purchase such leased exercise and fitness equipment or purchase other exercise and fitness equipment to replace the leased exercise and fitness equipment. The costs of leasing and/or purchasing the exercise and fitness equipment, as the case may be, will be shared between the owners of the Strata Lots and the Hotel Component on the basis that the Residential Component and the Hotel Component will each be responsible for 50% of such costs.

In addition to any rules and regulations which the Hotel Component may implement in respect of the Shared Amenities, and in addition to any rules and regulations which any Fitness Operator may implement in respect of the Exercise Equipment Area and the Hotel Fitness Centre, the use by the Owners of any and all areas within the Hotel Component to which the Owners may have access but which are not specifically identified in this Subsection 3.3(b) is subject always to the reasonable rules and regulations relating to use as determined from time to time by the owner or manager of the Hotel Component.

(c) Hotel Services

It is intended that the Owners will have the benefit of services as may be offered by the Hotel Component from time to time, including by any lessor or licensee of any restaurant, spa or fitness areas within the Hotel Component, in exchange for the payment of such fees or charges as may be determined by the manager of the Hotel Component in its discretion from time to time or by any lessor or licensee of any restaurant, spa or fitness areas within the Hotel Component from time to time. These services may include:

- (i) room service;
- (ii) housekeeping;
- (iii) laundry and drycleaning;
- (iv) bell service;
- (v) valet parking;
- (vi) spa services;
- (vii) fitness and training services; and

(viii) meeting rooms

(collectively, the “Hotel Services”).

The provision of any of the Hotel Services is subject to the mutual agreement of the manager of the Hotel Component, or the lessor or licensee of any leased or licenced restaurant, spa or fitness areas offering such services from time to time, and any Owner or Owners requesting such services from time to time, and the provision of such services, will be subject to compliance with the bylaws of the Strata Corporation from time to time and all applicable laws, bylaws and regulations of all governmental authorities. The Developer is not making any representation or warranty that any particular Hotel Service will be made available to the Owners, or any Owner, nor is the Developer making any representation and warranty with respect to the terms and conditions which will from time to time govern the provision of any of the Hotel Services.

(d) Shared Areas

Given the integrated nature of the Project, the Development, the Hotel Component and the Office Component, and/or any combination of them, will be sharing a number of areas within the Project including, but not limited to, a loading dock, the Shared Fire Prevention Service Elevator, elevators within the Project Parking Facility, and associated corridor and lobby areas, various outdoor areas, streetscaping and sidewalks, the porte cochere, and certain access and exit areas and stairways (the “Shared Areas”). Unless otherwise provided in this Disclosure Statement, the owner of the applicable Shared Area will manage the Shared Area. The right of the Hotel Component, the Office Component and the Development and Owners, as may be applicable, to use and access the Shared Areas will be secured by way of easements registered in the Land Title Office which will encumber the applicable Shared Areas located within the Hotel Component, the Office Component or the Development, as the case may be, in favour of the party or parties having the right to use the applicable Shared Areas. The Owners and the Strata Corporation will be responsible for contributing to the costs of the management, operation, cleaning, maintenance, repair, fixturing, furnishing and replacement of the Shared Areas in the manner set forth below in Section 3.13.

(e) Shared Systems and Facilities

Given the integrated nature of the Project, the Development, the Hotel Component and the Office Component, and/or any combination of them, will be sharing a number of systems and facilities within the Project (the “Shared Systems and Facilities”) including, but not limited to:

- (i) a damper and fire suppression system located within the Development at the top of the Tower, which includes a water tank. The Development will be obliged to maintain, service, repair and replace this damper and fire suppression system on the understanding that the Office Component and the Hotel Component will be responsible for a portion of the costs and expenses incurred in this regard as described below in Section 3.13;
- (ii) an exhaust and supply air system for the Project Parking Facility which will be operated, maintained, serviced, repaired and replaced by the Hotel Component, on the understanding that

the Development and the Office Component will be responsible for a portion of the costs and expenses incurred in this regard as described below at Section 3.13;

- (iii) below grade pressurization facilities which will be operated, maintained, serviced, repaired and replaced by the Hotel Component, on the understanding that the Development and the Office Component will be responsible for a portion of the costs and expenses incurred in this regard as described below at Section 3.13;
- (iv) a fire alarm system and elements of a protection system which will be operated, maintained, serviced, repaired and replaced by the Hotel Component, on the understanding that the Development and the Office Component will be responsible for a portion of the costs and expenses incurred in this regard as described below at Section 3.13; and
- (v) storm and sanitary pumps and oil interceptors located on the lowest level of the underground Project Parking Facility which will be operated, maintained, serviced, repaired and replaced by the Hotel Component, on the understanding that the Development and the Office Component will be responsible for a portion of the costs and expenses incurred in this regard as described below at Section 3.13.

The right of the Hotel Component, the Office Component and the Development, as the case may be, to use and access such Shared Systems and Facilities shall be secured by way of one or more easements registered in the Land Title Office.

3.4 Limited Common Property

Limited common property ("Limited Common Property") is an area within the Common Property that may be used exclusively by one or more Strata Lot owners, and any additional maintenance expenses created thereby will be paid by such owners. The Developer will designate Limited Common Property upon tendering the Final Strata Plan for registration in the Land Title Office. Any area adjacent to the Strata Lots shown as patio, deck area, terrace or balcony on the Draft Strata Plan will be designated as Limited Common Property for the exclusive use of the adjacent Strata Lot upon tendering the Final Strata Plan for registration. The internal corridors and elevator lobby adjacent to the penthouse Strata Lot located on the 48th level of the Tower will also be designated by the Developer as Limited Common Property for the exclusive use of the Owner of the penthouse Strata Lot. In addition, the Developer will designate at least one (1) parking stall as Limited Common Property for the exclusive use of each Strata Lot and may designate a bicycle storage locker and/or a general storage locker as Limited Common Property for certain, but not all, of the Strata Lots, in the manner more particularly described below at Section 3.6 and Subsection 3.14(a). The Developer also intends to designate a number of wine storage lockers located within a wine storage room as Limited Common Property for the exclusive use of certain, but not all, of the Strata Lots, and designate the wine storage room as Limited Common Property for the use of those Strata Lots having designated to them a wine storage locker, all in the manner more particularly described below at Subsection 3.14(c). The allocation of any and all of such Limited Common Property to each Strata Lot will be as determined by the Developer in its sole discretion. Any such designation of Limited Common Property on the Strata Plan may only be removed by unanimous resolution of the members of the Strata Corporation.

The Developer reserves the right to increase or decrease the size of the Limited Common Property and alter the configuration and location of the Limited Common Property, all without compensation to the Strata Corporation and/or the purchasers of the Strata Lots.

The Strata Corporation is responsible for maintaining all common property, including limited common property. However, pursuant to the *Strata Property Act*, the Strata Corporation may, by bylaw, make owners responsible for the repair and maintenance for Limited Common Property which they use. The owner of the Strata Lot that has, or the Owners of the Strata Lots that have, the exclusive use of Limited Common Property is responsible for maintaining and repairing the Limited Common Property, except the following, which the Strata Corporation is obliged to repair and maintain:

- (i) repair and maintenance which in the ordinary course of events occurs less than once a year;
- (ii) the structure of a building;
- (iii) the exterior of a building;
- (iv) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (v) doors, windows or skylights, on the exterior of a building or that front on the common property; and
- (vi) fences, railings and similar structures that enclose patios, balconies and yards.

3.5 Bylaws

The bylaws of the Strata Corporation will be those contained in the Schedule of Standard Bylaws attached to the *Strata Property Act* of British Columbia, as amended by the amendment (Form Y) attached as Exhibit "D" to this Disclosure Statement, which will be filed in the Land Title Office concurrently with the deposit of the Final Strata Plan. There are no bylaws that impose restrictions on the age of occupants, rentals or the use or resale of Strata Lots. The proposed bylaws of the Strata Corporation do not create sections or types of strata lots. The proposed bylaws of the Strata Corporation do impose restrictions with respect to the keeping of pets by an owner, tenant or occupant of a Strata Lot in that there are limitations on the number of specific kinds of pets permitted to be kept on a Strata Lot and provisions relating to pets being on Common Property.

3.6 Parking Facilities

The Development will include approximately two hundred forty-one (241) parking stalls (the "Residential Parking Stalls") within the Project Parking Facility and located substantially as shown on the Draft Strata Plan. The Residential Parking Stalls will be within the Residential Parcel. The balance of the parking stalls in the Project Parking Facility will be located within the Remainder Parcel and the Office Parcel. Security gates will divide the Residential Parking Stalls (excluding the visitor parking stalls) from the balance of the Project Parking Facility.

The Developer intends to designate up to two hundred thirty-two (232) of the Residential Parking Stalls as Limited Common Property for the exclusive use of the owners of the Strata Lots. The remaining nine (9) Residential Parking Stalls will comprise visitor parking for the Residential Component and will remain Common Property. At least one (1) Residential Parking Stall will be designated as Limited Common Property

for the exclusive use of the owner of each Strata Lot. Such designation will either be made on the Final Strata Plan which will be filed in the Land Title Office or by way of an amendment to the Strata Plan designating Residential Parking Stalls as Limited Common Property prior to the first annual general meeting of the Strata Corporation. Any such designation may only be removed by unanimous resolution of the members of the Strata Corporation.

The granting of exclusive use of such Residential Parking Stalls by designating such Residential Parking Stalls as Limited Common Property in favour of the Strata Lots shall be determined by the Developer in its sole discretion and any consideration derived therefrom shall be for the sole benefit of the Developer.

The configuration and size of the Residential Parking Stalls as depicted on the Draft Strata Plan attached hereto as Exhibit "A", and the number of Residential Parking Stalls, may be altered by the Developer without compensation to the Strata Corporation and/or the purchasers of the Strata Lots so long as each Strata Lot has designated to it at least one (1) Residential Parking Stall as Limited Common Property for the exclusive use of such Strata Lot.

That portion of the Project Parking Facility comprising part of the Office Component will accommodate the parking requirements of the Office Component and will be used by the owners, occupants, tenants and invitees of the Office Component. That portion of the Project Parking Facility comprising part of the Hotel Component will accommodate the parking requirements of the Hotel and will be used in connection with the operation of the Hotel including, without limitation, the operation of the Hotel valet parking service. The Project Parking Facility will also contain short term parking for use, during usual business hours, by couriers and commercial vehicles including delivery trucks. There will be reciprocal easements between and amongst the Residential Component, the Office Component and the Hotel Component to ensure proper access to and egress from the Project Parking Facility by each of the three components of the Project and to provide for the sharing of costs in respect of the Project Parking Facility between and amongst the Residential Component, the Office Component and the Hotel Component.

3.7 Furnishings and Equipment

The following equipment will be included in each Strata Lot:

- (i) 1 dishwasher;
- (ii) 1 refrigerator;
- (iii) 1 cooktop;
- (iv) 1 ventilation hood;
- (v) 1 wall oven (provided that suite dimensions, layouts and configurations may not allow for the inclusion of a wall oven in certain of the Strata Lots as determined by the Developer);
- (vi) 1 combination convection/microwave oven;

- (vii) 1 coffee machine with warming drawer (provided that suite dimensions, layouts and configurations may not allow for the inclusion of a coffee machine with warming drawer in certain of the Strata Lots as determined by the Developer);
- (viii) 1 in-sink disposal unit;
- (ix) 1 front loading washer/dryer;
- (x) 1 or more heat pump units;
- (xi) window coverings;
- (xii) 1 wine fridge (provided that suite dimensions, layouts and configurations may not allow of the inclusion of wine fridge in certain of the Strata Lots as determined by the Development); and
- (xiii) 1 electric fireplace (provided that in the event certain purchasers of Strata Lots request an upgrade involving the installation of a millwork media centre, certain suite dimensions, layouts and configurations may not allow for the inclusion of a fireplace).

3.8 Budget

(a) Estimated Budget

The estimated initial annual budget for the Strata Corporation for the 12 month period commencing on the first day of the month following the date of the first conveyance of a Strata Lot to a purchaser is attached to this Disclosure Statement as Exhibit "E". The Developer must pay all expenses of the Strata Corporation until the first day of the month following the first conveyance of a Strata Lot to a purchaser. Any items listed as shared expenses in Exhibit "E" are expenses shared by all the Strata Lots. Exhibit "E" also sets out the estimated monthly assessments for the Strata Lots using this estimated budget. The actual monthly assessments will be calculated upon the finalization of the Unit Entitlement figures when the Strata Plan is filed and monthly assessments will be further adjusted upon the establishment by the Strata Corporation of the actual annual budget of operating expenses following the first annual general meeting of the Strata Corporation.

(b) Contingency Reserve Fund

Pursuant to Section 12 of the *Strata Property Act* of British Columbia, the Developer will establish a contingency reserve fund by making a contribution to that fund at the time of the first conveyance of a Strata Lot to a purchaser. The contribution by the Developer to the fund will be 5% of the estimated operating expenses as set out in the interim budget attached hereto as Exhibit "E". The interim budget attached hereto as Exhibit "E" includes a contingency reserve fund of 5% of the estimated operating expenses (in addition to the 5% contributed by the Developer).

(c) Budget Shortfalls

The Developer must pay the Strata Corporation's expenses up to the end of the month in which the first conveyance of a Strata Lot to a purchaser occurs. After that month, and before the first annual

budget takes effect, if the Strata Corporation's actual expenses exceed the estimated expenses as set out in the interim budget attached hereto as Exhibit "E", the Developer must pay the excess to the Strata Corporation within eight weeks after the first annual general meeting. In addition to paying the amount of the excess expenses, where those excess expenses are more than 10% (but less than 20%) of the amount estimated in the interim budget, Subsection 3.1(1) of the Regulations to the *Strata Property Act* of British Columbia requires the Developer to pay to the Strata Corporation a further amount equal to two times the amount of the excess. If the amount of the excess expenses exceed the amount estimated in the interim budget by 20% or more, Subsection 3.1(1) of the Regulations to the *Strata Property Act* of British Columbia requires the Developer to pay to the Strata Corporation a further amount equal to three times the amount of the excess.

(d) Other Expenses

- (i) Each Strata Lot Owner will be responsible for real property taxes for his or her Strata Lot from the date of closing. Property taxes are levied by and payable to the City;
- (ii) Electricity, telephone, cablevision and natural gas for each of the Strata Lots will be separately metered and assessed to each Strata Lot Owner and will be the responsibility of each Strata Lot Owner;
- (iii) In addition to the other costs and expenses described in this Disclosure Statement, the following utilities and services to be provided to the Development will be paid by the Strata Corporation and the cost will be pro-rated to the Owners of the Strata Lots in accordance with their respective Unit Entitlements and included in the monthly assessments for the operating budget:
 - (A) electricity for the Common Property;
 - (B) repair, maintenance and janitorial service for the Common Property and common facilities including mechanical, electrical and communications systems and elevators;
 - (C) garbage collection, recycling and compaction;
 - (D) water (including hot water) and sewer;
 - (E) high speed internet;
 - (F) window washing and snow removal;
 - (G) leases of certain security equipment;
 - (H) security systems and patrols;
 - (I) equipment and computer hardware, and systems and software, relating to the electronic concierge system described below at Section 3.16; and
 - (J) such other services that the Strata Corporation may from time to time provide.

3.9 Utilities and Services

The Development will be serviced by a water system, electricity, sewerage, natural gas, telephone, fire protection, cable television and high speed internet access.

The wires, cables and other equipment (the “Telecommunications Equipment”) for the provision of telephone, cablevision, internet access and certain other future telecommunication services may be owned by the suppliers of such services and, if and to the extent so owned, the Telecommunications Equipment will not form part of the Common Property. The purchasers and/or the Strata Corporation will be responsible for the payment for all charges and expenses payable to the supplier in connection with the hook-up and maintenance of such utilities and services.

The Developer may enter into, or may cause the Strata Corporation to enter into, agreements, licences, covenants, easements and/or statutory rights of way with and/or in favour of the City of Vancouver, public utilities or other entities with respect to the provision of these utilities and services.

3.10 Strata Management Contracts

The Developer intends to cause the Strata Corporation to enter into a management agreement with respect to the control, management and administration of the Common Property. Under section 24 of the *Strata Property Act* of British Columbia, such management agreement will terminate automatically on the earlier of the date that is 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 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 manager.

3.11 Insurance

(a) Developer

The Developer will obtain course of construction insurance for the period up to completion of the Residential Component, the Office Component and the Hotel Component for not less than \$175,000,000 for the construction cost of the Project, including without limitation, the Tower and the Hotel, as well as general liability coverage of not less than \$10,000,000.

(b) Strata Corporation

Upon the filing of the Final Strata Plan, the Developer will arrange insurance coverage as required under Sections 149 and 150 of the *Strata Property Act*. Pursuant to Section 149 of the *Strata Property Act*, the Strata Corporation must obtain and maintain, on a full replacement value basis, insurance on:

- (i) Common Property;
- (ii) common assets;

- (iii) buildings shown on the Final Strata Plan; and
- (iv) “fixtures” (as described below) built or installed in a Strata Lot by the Developer as part of the original construction of the Strata Lot.

For purposes of Section 149 of the *Strata Property Act* and this Disclosure Statement, “fixtures” means items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other items.

The above described insurance will insure against “major perils” which will mean the perils of fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.

The Developer will also arrange comprehensive liability coverage to insure the Strata Corporation against liability for property damage and bodily injury, as required under Section 150 of the *Strata Property Act*, in an amount of no less than \$2,000,000 per occurrence.

The Developer will cause the Strata Corporation to reimburse the Developer for the cost of the insurance obtained on behalf of the Strata Corporation from the Strata Corporation’s contingency reserve fund, to the extent that the balance of the contingency reserve fund permits, and any remaining balance owing to the Developer will be paid from the proceeds of a special levy of the Owners which the Developer will cause to be passed at a meeting of the Strata Corporation.

Purchasers should obtain their own liability insurance coverage for their Strata Lots and insurance with respect to the contents of their Strata Lots and any improvements made to their Strata Lot to the extent that such improvements do not constitute “fixtures” as described above. Each purchaser will be responsible for their liability insurance coverage for their Strata Lot and insurance with respect to the contents of his or her own Strata Lot as soon as the transfer of such Strata Lot from the Developer to the purchaser is complete.

3.12 Rental Disclosure Statement

Under section 139 of the *Strata Property Act* of British Columbia, an owner developer who rents or intends to rent one or more residential strata lots must disclose to any purchaser the number of strata lots rented out by the owner developer and particulars of any additional strata lots the owner developer intends to rent out, and the text of any bylaw limiting the number of strata lots in the strata plan that may be rented out by the owners. A rental disclosure statement containing this information with respect to the Strata Lots, in the form (Form J) attached as Exhibit “F” to this Disclosure Statement, will be filed with the Superintendent of Real Estate by the Developer concurrently with the Disclosure Statement.

3.13 Cost Sharing for Shared Amenities, Shared Areas, Shared Systems and Facilities and Shared Utilities and Services

Given the integrated nature of the Project, there will be costs and expenses which will be shared amongst two or more of the Strata Corporation, the Hotel Component and the Office Component.

The Strata Corporation will be responsible for paying a portion of the costs and expenses to be incurred by the owner of the Hotel Component in the management, operation, cleaning, maintenance, repair, fixturing, furnishing and replacement (including the cost of utilities, personnel, materials, supplies and equipment, insurance and administration necessary for such purpose) of the Shared Amenities. Based on the Developer's calculation of the relative usage of those services and areas to be shared, the Strata Corporation will be responsible for fifty percent (50%) of such costs and expenses.

The Strata Corporation will also be responsible for paying a portion of the costs and expenses to be incurred in connection with the management, operation, cleaning, maintenance, repair, fixturing, furnishing and replacement (including the cost of utilities, personnel, materials, supplies and equipment, insurance and administration necessary for such purpose) set out adjacent to the following shared areas, services, facilities, equipment and installations of the Project:

- (i) the Entrance Lobby, including the heating, ventilation and air conditioning equipment and facilities located within the Development but servicing the Entrance Lobby – 50%, with the Office Component being responsible for the other 50%;
- (ii) the Shared Fire Prevention Service Elevator – 72%, with the Office Component being responsible for 23% and the Hotel Component being responsible for 5%;
- (iii) the porte cochere, streetscaping and sidewalks, landscaping and access and exit areas and stairways in respect of the Project Parking Facility – 50%, with the Office Component being responsible for 20% and the Hotel Component being responsible for 30%;
- (iv) the damper and fire suppression system described at Paragraph 3.3(e)(i) of this Disclosure Statement – 50% thereof, with the Office Component being responsible for 10% and the Hotel Component being responsible for 40%;
- (v) the exhaust and supply air system for the Project Parking Facility described at Paragraph 3.3(e)(ii) of this Disclosure Statement – 74%, with the Office Component being responsible for 15% and the Hotel Component being responsible for 11%;
- (vi) the below grade pressurization facilities described at Paragraph 3.3(e)(iii) of this Disclosure Statement – 74%, with the Office Component being responsible for 15% and the Hotel Component being responsible for 11%;
- (vii) the fire alarm system and elements of a protection system described at Paragraph 3.3(e)(iv) of this Disclosure Statement – 50%, with the Office Component being responsible for 10% and the Hotel Component being responsible for 40%;
- (viii) the storm and sanitary pumps and oil interceptors described at Paragraph 3.3(e)(v) of this Disclosure Statement – 74%, with the Office Component being responsible for 15% and the Hotel Component being responsible for 11%;
- (ix) all utility charges relating to the Project Parking Facility which are common and all equipment, lighting systems, fans and electrical and other systems relating to the operation of the Project

Parking Facility – 74%, with the Office Component being responsible for 15% and the Hotel Component being responsible for 11%;

- (x) electrical service rooms and equipment located within the Hotel Component which also are used to provide services to the Development and the Office Component – 35% thereof, with the Office Component being responsible for 25% and the Hotel Component being responsible for 40%;
- (xi) entry system and security system with respect to the Project Parking Facility and not exclusively servicing the Development, the Hotel Component or the Office Component – 74% thereof, with the Office Component being responsible for 15% and the Hotel Component being responsible for 11%;
- (xii) the Residential loading bay which will be accessed and used by the Office Component – 76% thereof, with the Office Component being responsible for 24% thereof;
- (xiii) the emergency generator room and equipment located in the mezzanine level of the Hotel Component which also services the Development and the Office Component – 40% thereof, with the Office Component being responsible for 10% and the Hotel Component being responsible for 50%.

The proportionate share of the costs and expenses to be incurred by each of the Strata Corporation, the Office Component and the Hotel Component described above have been determined based on the Developer's calculation of the relative usage of those services and areas to be shared.

3.14 Storage

(a) Storage Lockers

The Development will include approximately fifty-four (54) bicycle storage lockers and five (5) general storage lockers. The Developer intends to designate one or more of such storage lockers as Limited Common Property for the exclusive use of up to approximately fifty-nine (59) Owners. The Developer shall determine, in its sole discretion, which Strata Lots will have the exclusive use of one or more of such storage lockers. Such designation will be made on the Final Strata Plan which will be filed in the Land Title Office. Any such designation may be only be removed by unanimous resolution of the members of the Strata Corporation.

The granting of the exclusive use of such storage lockers by designating such storage locker areas as Limited Common Property in favour of a particular Strata Lot shall be determined by the Developer in its sole discretion and any consideration derived therefrom shall be for the sole benefit of the Developer.

The location, configuration, size and number of the storage lockers as depicted on the Draft Strata Plan attached hereto as Exhibit "A" may be altered by the Developer without compensation to the Strata Corporation and/or purchasers of the Strata Lots.

(b) Common Bicycle Storage Areas

The Development will also include ten (10) common bicycle storage areas which will be Common Property of the Strata Corporation and which will be managed by the Strata Corporation in accordance with its bylaws and the rules and regulations the Strata Corporation and the Strata Council may impose from time to time governing the use of the common bicycle storage area. The location, configuration, size and number of the common bicycle storage areas as depicted on the Draft Strata Plan attached hereto as Exhibit "A" may be altered by the Developer without compensation to the Strata Corporation and/or purchasers of the Strata Lots.

(c) Wine Storage

The Development will include a wine storage room containing approximately twelve (12) wine storage lockers. The Developer intends to designate the wine storage lockers as Limited Common Property for the exclusive use of up to approximately twelve (12) Owners. The Developer also intends to designate the balance of the wine storage room as Limited Common Property for the exclusive use of the Owners of the Strata Lots which have allocated to them at least one wine storage locker as Limited Common Property. Such designation will be made on the Final Strata Plan which will be filed in the Land Title Office. Any such designation may be only be removed by unanimous resolution of the members of the Strata Corporation.

The granting of the exclusive use of such wine storage lockers and the wine storage room by designating such wine storage lockers and wine storage room as Limited Common Property in favour of any particular Strata Lot or Strata Lots shall be determined by the Developer in its sole discretion and any consideration derived therefrom shall be for the sole benefit of the Developer.

The location, configuration, size and number of the wine storage lockers, and the location, configuration and size of the wine storage room, as depicted on the Draft Strata Plan attached hereto as Exhibit "A" may be altered by the Developer without compensation to the Strata Corporation and/or purchasers of the Strata Lots.

3.15 Cancellation of Strata Plan and Winding-Up of Strata Corporation

Upon a voluntary winding up of the Strata Corporation, the interest of each Owner in the proceeds of distribution of the assets of the Strata Corporation will be determined in accordance with the relevant provisions of the *Strata Property Act*. Pursuant to Section 273 (in the case of a voluntary winding up without a liquidator) and Section 278 (in the case of a voluntary winding up with a liquidator), each Owner's share of the proceeds of distribution will be determined on the basis of the then municipally assessed value of the Strata Lots or if there is no assessed value, upon appraised values determined by an independent appraiser which appraisal is approved by a resolution passed with a $\frac{3}{4}$ vote at an annual or special general meeting of the Strata Corporation.

3.16 Network Based Concierge Services

The Developer may cause the Strata Corporation to enter into agreements with the Hotel Component to provide computer based concierge services exclusively to the Residential Component. The costs and expenses relating to the maintenance, servicing, repairing and replacement of any systems and equipment utilized by the Residential Component in respect of such computer based concierge services will be the responsibility of the Residential Component. These costs and expenses will be pro-rated to the Owners of the Strata Lots in

accordance with their respective Unit Entitlements and will be included in the monthly assessments for the operating budget of the Strata Corporation.

4 TITLE AND LEGAL MATTERS

4.1 Legal Description

The Development is to be constructed on the Property, located in the City of Vancouver and presently legally described as follows:

Parcel Identifier: 027-196-267

Parcel 1 Block 41 District Lot 541 Group 1 New Westminster District Plan BCP32307

(the “Property”).

4.2 Ownership

Hotel Georgia Development Ltd. (the “Nominee”) is the registered owner of the Property. The Nominee holds registered legal title to the Property in trust, as agent and nominee for the Developer.

4.3 Existing Encumbrances and Legal Notations

(a) Legal Notations

The following legal notations are currently registered against title to the Property:

- (i) Notice of Interest, Builders Lien Act (S.3(2)), see document filed under number BA564426, filed 2006-10-30;
- (ii) Hereto is annexed Easement BB513654 over Lots 31, 32, 33, 34 and the South ½ of Lot 35 Block 41 District Lot 541 Plan 210;
- (iii) Notice of Heritage Revitalization Agreement, see document filed under number BM139118, part formerly Lot F Plan LMP42609;
- (iv) Heritage Designation By-Law, Vancouver Charter Section 593, see documents filed under numbers BJ91210 and BM148463;
- (v) Notice of Heritage Revitalization Agreement, Vancouver Charter Section 592 and 601, see document filed under number BT254468;
- (vi) Personal Property Security Act Notice, see document filed under number BX267316, expires 2008/09/07.

(b) Charges, Liens and Interests

The following charges, liens and interests are currently registered against title to the Property:

- (i) Easement and Indemnity Agreements 348385M, GB9846, BL50367 and BB66613 in favour of the City;
- (ii) Statutory Right of Ways BL50369, BN172182, BT254471 and BB66615 in favour of the City;
- (iii) Equitable Charges BL50371, BT254473 and BB66617 in favour of the City;
- (iv) Covenants BM139119, BM139121, BN172176, BN172178, BN172180, BN172188, BN172190 and BT254469 in favour of the City;
- (v) Mortgage BX267314 and Assignment of Rents BX267315 in favour of HSBC Bank Canada (the "HSBC Security");
- (vi) Mortgage BX267317 and Assignment of Rents BX267318 in favour of Quest Capital Corp. (the "Quest Security");
- (vii) Priority Agreements BX267319 and BX267320 granting the HSBC Security priority over the Quest Security;
- (viii) Priority Agreements BB66614, BB66616 and BB66618 granting Easement and Indemnity Agreement BB66613, Statutory Right of Way BB66615 and Equitable Charge BB66617 priority over the HSBC Security and the Quest Security.

Title to the Property is also subject to subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant, or in any other grant or disposition from the Crown.

The HSBC Security and the Quest Security will be released and discharged from title to the Property and replaced with the Construction Security at or around the time the Construction Financing described below at Section 6.2 is registered against title to the Property.

(b) Summary of Encumbrances

A summary of the above legal notations and encumbrances which may or will continue to be registered against title to the Property at the time the Final Strata Plan is filed in the Land Title Office is attached as Exhibit "G" to this Disclosure Statement. Except as set out herein, or as indicated in the summary attached as Exhibit "G", these legal notations and encumbrances will remain registered against title to the Strata Lots and/or Common Property.

4.4 Proposed Encumbrances

The Property, the Strata Lots and the Common Property may also be subject to such covenants, rights-of-ways, easements, indemnities and other charges in favour of the City, public utilities, other public or government authorities, service providers and other parties described below in this Section 4.4 which may be

or are required or deemed advisable by the Developer in respect of the development of the Property and the Project including:

- (a) the Construction Security (as described in Section 6.2 below);
- (b) any encumbrances (including any covenants, statutory rights of way, easements or other charges and modifications to existing encumbrances and charges) required or deemed necessary by the City or any other government authority in order to approve the subdivision creating the Residential Parcel, the Office Parcel and the Remainder Parcel, or to approve the Development or as a condition of issuance of any development, building or occupancy permits in respect of the Project, or as may be deemed necessary or advisable by the Developer in connection with the Development, including without limitation one or more Section 219 Covenants in favour of the City which may be required by the City as a result of the integrated nature of the Project;
- (c) any covenants, statutory rights of way, easements or charges required by the City or any other governmental authority or public utility (which may include British Columbia Hydro and Power Authority, Terasen Gas, Telus and Shaw Communications Inc.) or such other service providers or other entities with respect to the provision of utilities and services, including without limitation, electricity, natural gas, telephone, cablevision, internet and other communication services and including any such encumbrances required in order to provide any such utilities and services to the Office Component and/or Hotel Component;
- (d) one or more easements in favour of one or more of the Residential Parcel (including the Development and Common Property), Office Parcel and the Remainder Parcel, and charging one or more of the Residential Parcel (including the Development and Common Property), Office Parcel and/or the Remainder Parcel, containing such provisions as may be required or desirable to properly address all access, support, encroachment, servicing, utility and other issues as are necessary or desirable to properly integrate the Hotel Component and the Office Component with the Development, including the sharing of costs and expenses in respect of same between and/or among the Hotel Component, the Office Component and the Development, and to provide for the integration and common usage of areas, building systems and amenities serving any two or more of the Development, the Hotel Component and the Office Component and the sharing of costs and expenses in that regard. Unless otherwise expressly provided in this Disclosure Statement, these easements will provide that the responsibility for the operation, maintenance, repair and replacement of shared building systems will be that of the owner from time to time of the Hotel Component, subject to the contribution to the costs and expenses of same from the Residential Component and/or Office Component as therein provided, and may also include an equitable mortgage or other charge to secure payment of such contributions;
- (e) one or more easements or other encumbrances in favour of the Residential Component and charging the Hotel Component and permitting access to, egress from, and the use of the Shared Amenities as described in Subsection 3.3(b) above by the Owners of the Strata Lots, and which may provide for:

- (i) the management of and cost sharing for the operation, cleaning, maintenance, repair, fixturing, furnishing and replacement of the Shared Amenities and other shared costs as herein provided as between the Development and the Hotel Component;
 - (ii) a charge registered against the Common Property of the Development and the Hotel Component to secure the respective obligations of the Strata Corporation and the owners of the Hotel Component under such easements; and
 - (iii) such other provisions as may be required to properly address all access, support, encroachment, servicing, utility and other issues as are necessary to properly integrate the Development and the Hotel Component;
- (f) the easements and agreements in respect of the Shared Areas and Shared Systems and Facilities described above at Subsections 3.3(d) and (e), and any additional easements and agreements contemplated by Section 3.13, registered against, as applicable, the Residential Component (including the Development and Common Property), the Hotel Component and/or the Office Component, and which may provide for:
 - (i) the management of and cost sharing for the operation, maintenance, repair and replacement of the Shared Areas and Shared Systems and Facilities as between and amongst the Development, the Hotel Component and the Office Component;
 - (ii) a charge registered against the Common Property of the Development, the Hotel Component and the Office Component to secure the respective obligations of the Strata Corporation and the owners of the Hotel Component and the Office Component under the easements and agreements; and
 - (iii) such other provisions as may be required to properly address all access, support, encroachment, servicing, utility and other issues as are necessary to properly integrate the Development with the Hotel Component and the Office Component;
- (g) one or more easements registered against and benefiting each of the Residential Component (including the Development and Common Property), Hotel Component and the Office Component to ensure proper access to and egress from the Project Parking Facility by each of the Residential Component, Hotel Component and Office Component, and which will provide for the sharing of costs in respect of the Project Parking Facility among the Residential Component, Hotel Component and Office Component;
- (h) the easements described above at Subsection 3.3(a) in respect of the Entrance Lobby charging both the Office Component and the Residential Component, and in favour of the other, permitting access to, egress from and the use of the Entrance Lobby and which may provide for:
 - (i) the management of and cost sharing for the operation, cleaning, maintenance, repair, fixturing, furnishing and replacement of the Entrance Lobby and other related shared costs and expenses as therein provided as between the Development and the Office Component;

- (ii) a charge registered against the Common Property of the Development and the Office Component to secure the respective obligations of the Strata Corporation and the Office Component under the easements; and
 - (iii) such other provisions as may be required to properly address all access, support, encroachment, servicing and other issues as are necessary to properly integrate the Development with the Office Component;
- (i) such liens, charges, security interests, encumbrances or legal notations as may be registered against title to the Development to secure any obligations for financing or lease charges for any equipment that may form part of or be installed within the Development, such as security monitoring equipment, communications equipment and garbage compactors, and which may be leased or mortgaged by the Developer;
 - (j) easements charging the Residential Component in favour of the Hotel Component required by the Hotel Component in order to operate, maintain, repair and replace the geothermal heating and cooling system which will be located within the Hotel Component and which will service only the Hotel Component;
 - (k) easements which may be granted in favour of, and agreements with, adjacent property owners regarding the installation of undersurface anchor rods and the encroachment by overhead cranes and similar or related works and encroachments; and
 - (l) a mortgage, assignment of rents and/or other security required by an insurer pursuant to the terms of a Deposit Protection Contract described in Subsection 7.1(b) below.

4.5 Outstanding or Contingent Litigation or Liabilities

The Developer is not aware of any outstanding or contingent liabilities or litigation in respect of the Property or the Developer that may affect the Strata Corporation or the purchasers of the Strata Lots.

4.6 Environmental Matters

The Developer is not aware of any dangers or any requirements imposed by the City or other governmental authority in respect of the condition of the soil or subsoil.

5 CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

It is estimated that construction of the Development will commence in May of 2008. The Developer estimates that construction of the Development will be completed by approximately December of 2011.

5.2 Warranties

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 *Home Owner Protection Act* of British Columbia in respect of the following:

- (a) defects in materials and labour for a period of at least two years after the date on which the warranty begins;
- (b) defects in the building envelope, including defects resulting in water penetration, for a period of at least five years after the date on which the warranty begins; and
- (c) structural defects for a period of at least 10 years after the date on which the warranty begins.

Any manufacturers' warranties for appliances and equipment will be passed on to the purchasers of the Strata Lots or the Strata Corporation, as the case may be, if and to the extent permitted by such warranties.

Other than as specifically provided for above, there are no construction or equipment warranties.

5.3 Previously Occupied Building

All portions of the Development are to be newly constructed and none of the improvements comprising the Development will have been previously occupied.

6 APPROVALS AND FINANCES

6.1 Development Approval

The Development was approved in principle by the City of Vancouver and such approval was confirmed in writing on February 27, 2007 subject to a number of conditions within the control of the Developer. A building permit has not yet been issued by the City of Vancouver. The estimated date for issuance of the building permit is June 1, 2008. An amendment to this Disclosure Statement setting out the particulars of the issuance of such building permit for the Development will be filed with the Superintendent of Real Estate and a copy of such amendment will be delivered to each purchaser after a building permit has been issued.

6.2 Construction Financing

The Developer has not yet received a commitment from an institutional lender (the "Lender") for financing the construction of the Development (the "Construction Financing"). The estimated date for issuance of a financing commitment is June 1, 2008.

Following receipt of a commitment for the Construction Financing from the Lender, title to the Property and, once created, the Strata Lots and Common Property, will be subject to a mortgage, assignment of rents and/or any other security reasonably required by the Lender with respect to the Construction Financing (the "Construction Security"). The Developer will cause the Lender to provide a partial discharge of the Construction Security in respect of any Strata Lot within a reasonable period after completion of the purchase and sale thereof. The Construction Financing may remain as a charge against the Common Property until such time as all sums secured by the Construction Financing have been paid in full.

An amendment to this Disclosure Statement setting out the particulars of the financing commitment for the Development will be filed with the Superintendent of Real Estate after a financing commitment has been issued and a copy of the amendment will be delivered to each purchaser.

7 MISCELLANEOUS

7.1 Deposits

- (a) Subject to Subsection 7.1(b) below, all deposits and other monies received shall be held in trust by Parolin & Company in accordance with the terms of the contract of purchase and sale and the *Real Estate Development Marketing Act* until such time as the strata plan has been deposited for registration in the appropriate Land Title Office, the Strata Lot purchased or leased is capable of being occupied and an instrument evidencing the interest of the purchaser or lessee in the Strata Lot has been filed for registration in the appropriate Land Title Office, or the contract has been earlier terminated.
- (b) Notwithstanding the terms for handling deposits set out above in Subsection 7.1(a), the Developer may use for the Developer's own purposes (as defined in the *Act*), a deposit the Developer has placed with a trustee if, in accordance with Section 19 of the *Act*, the Developer:
 - (i) enters into a deposit protection contract (as defined in the *Insurance Act* of British Columbia, as amended or replaced from time to time) (a "Deposit Protection Contract"), with an insurer in relation to the deposit(s); and
 - (ii) provides notice of a Deposit Protection Contract to the purchaser which contains the name and contact information of the insurer, the name of the Developer and the date the insurance takes effect.

7.2 Purchase Agreement

The Developer intends to use the form of purchase agreement attached to this Disclosure Statement as Exhibit "H" in connection with the sale of the Strata Lots, unless otherwise agreed between the Developer and a purchaser.

7.3 Developer's Commitments

(a) Material Contracts

The Developer may enter into or cause the Strata Corporation to enter into or assume the following agreements:

- (i) one or more cost sharing agreements with the owner of the Hotel Component and/or the Office Component whereby the parties agree to the management of, and to share the costs and expenses incurred in respect of, the provision of certain services, and the supply (by way of lease or otherwise), maintenance, repair, replacement and management of systems, which are shared by, integrated into or common to, the Development, the Hotel Component and/or the Office Component, to the extent any such shared costs are not expressly dealt with in the easements and other agreements described above at Section 4.4; and

- (ii) agreements relating to exterior window washing and building envelope inspections including, without limitation, a cost sharing agreement with the owner of the Hotel Component and the Office Component (with the Residential Component being responsible for 72%, the Office Component being responsible for 23% and the Hotel Component being responsible for 5% of such costs), and agreements with adjacent property owners which may be required in connection with exterior window washing.

(b) Other Contracts Affecting the Development

The Developer may also enter into, or cause the Strata Corporation to enter into and assume, maintenance, service, equipment and rental agreements affecting the Development, or agreements with respect to Common Property or the equipment and facilities of the Development, including, without limitation, agreements for garbage collection, waste removal, recycling and compaction, elevator service and maintenance, security system and patrols, emergency and fire alarm system maintenance, monitoring and rental, window cleaning, mechanical systems service and maintenance, landscape maintenance, entry phone, high speed internet, janitorial services and such other servicing, maintenance, equipment and rental agreements as may be required.

If at the time of entering into such contracts the Strata Corporation is in existence, the Developer will enter into such contracts on behalf of the Strata Corporation. If at the time of entering into such contracts the Final Strata Plan has not been filed, the Developer will assign such contracts to, and the obligations of the Developer thereunder will be assumed by, the Strata Corporation upon its formation.

7.4 Use of Portions of Development for Marketing Purposes

The Developer may retain Strata Lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. While the Developer is the owner of any Strata Lots in the Development, the Developer may carry out marketing, promotional and sales activities within the Common Property of the Development or Strata Lots owned or leased by the Developer, including, without limitation, maintaining display suites, other display 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. The Developer may conduct tours of the Development from time to time with prospective purchasers and hold events and other activities within the Development from time to time with prospective purchasers and hold events and other activities within the Development in connection with such marketing and sales activities of the Developer.

7.5 Documents to be Delivered to the Strata Corporation

The Developer must hold the first annual general meeting of the Strata Corporation within six weeks of the earlier of:

- (i) the date on which 50% plus one of the Strata Lots have been conveyed to purchasers; and
- (ii) the date which is nine months after the first conveyance of a Strata Lot to a purchaser.

If the first annual general meeting is not held within the required time, the Developer must pay to the Strata Corporation \$1,000.00 for a delay of up to 30 days, and a further \$1,000.00 for each additional delay of seven days.

The Developer must provide copies of the following documents to the Strata Corporation at the first annual general meeting:

- (i) all plans required to obtain a building permit and any amendments to the building permit plans;
- (ii) any document in the Developer's possession that indicates the location of pipes, wires, cables, chutes, ducts or other service facilities that are not shown on a plan;
- (iii) all contracts entered into by the Strata Corporation;
- (iv) any disclosure statement filed under the *Real Estate Development Marketing Act* (British Columbia), any amendments thereto, and any rental disclosure statement;
- (v) the registered Final Strata Plan from the Land Title Office;
- (vi) the names and addresses of contractors, subcontractors and persons primarily responsible for supplying labour or materials to the Development;
- (vii) the names and addresses of any technical consultants, including building envelope specialists, if any;
- (viii) the name and address of any project manager;
- (ix) all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturers' documentation and other similar information relating to the Common Property or common assets;
- (x) the records required to be prepared and retained by the Strata Corporation under Section 35 of the *Strata Property Act*; and
- (xi) an annual budget for the Strata Corporation for the 12 month period beginning on the first day of the month following the date of the first annual general meeting.

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 a 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* of British Columbia, as of the 12th day of September, 2007.

DEVELOPER:

GEORGIA PROPERTIES PARTNERSHIP,
by its partners:

0729909 B.C. LTD.

Per: 

Authorized Signatory

and

GEORGIA TRUST (2005), by its Trustee,
HOTEL GEORGIA MANAGEMENT LTD.

Per: 

Authorized Signatory

THE DIRECTOR OF 0729909 B.C. LTD.:



BRUCE ALLAN LANGEREIS

THE DIRECTORS OF HOTEL GEORGIA MANAGEMENT LTD.:



BRUCE ALLAN LANGEREIS



RITA SHEAU PING YIU

EXHIBIT “A”

Draft Strata Plan

**PRELIMINARY STRATA PLAN OF
PROPOSED AIR SPACE PARCEL 1
BLOCK 41 DISTRICT LOT 541 GROUP 1
NEW WESTMINSTER DISTRICT
AIR SPACE PLAN BCP**

0 20 40

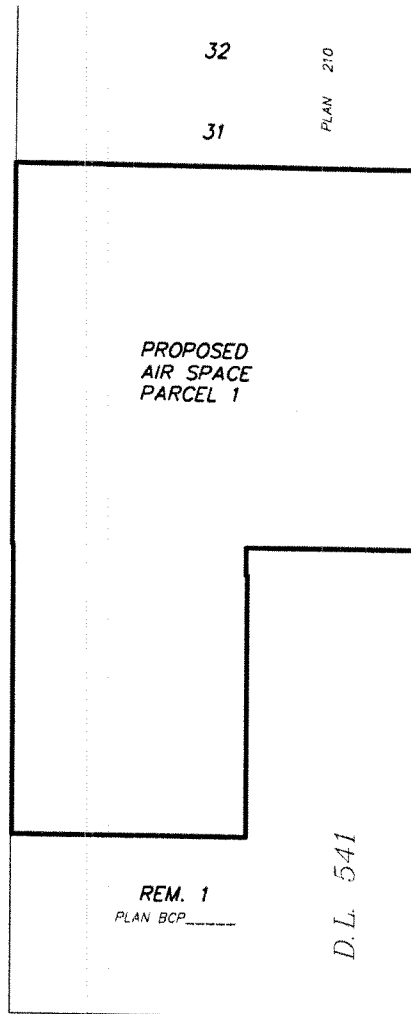
SCALE 1 : 400 DISTANCES ARE IN METRES



"HOTEL GEORGIA"

9	210
10	
11	41
12	BLOCK
13	
14	
15	
16	
17	
18	
19	
20	PLAN

LANE



HOWE STREET

REM. E
REF. PLAN 11255
EXP. PLAN 18068

BLOCK 42
REF. PLAN 10328

GEORGIA STREET

LEGEND

- S.L. DENOTES STRATA LOT
- m² DENOTES SQUARE METRES
- L.C.P. DENOTES LIMITED COMMON PROPERTY
- (C) DENOTES COMMON PROPERTY
- (B-44) DENOTES BALCONY BEING LIMITED COMMON PROPERTY FOR EXCLUSIVE USE OF STRATA LOT 44 (TYPICAL)
- (D-2) DENOTES DECK BEING LIMITED COMMON PROPERTY FOR EXCLUSIVE USE OF STRATA LOT 2 (TYPICAL)
- (LCP-156) DENOTES LIMITED COMMON PROPERTY FOR EXCLUSIVE USE OF STRATA LOT 156
- (E) DENOTES ELECTRICAL - COMMON PROPERTY
- (V) DENOTES VESTIBULE - COMMON PROPERTY
- (M) DENOTES MECHANICAL - COMMON PROPERTY
- (G) DENOTES GARBAGE ROOM - COMMON PROPERTY
- (D) DENOTES DUCT - COMMON PROPERTY

NOTE: LEVEL 13 HAS BEEN OMITTED FROM CONSECUTIVE FLOOR NUMBERING

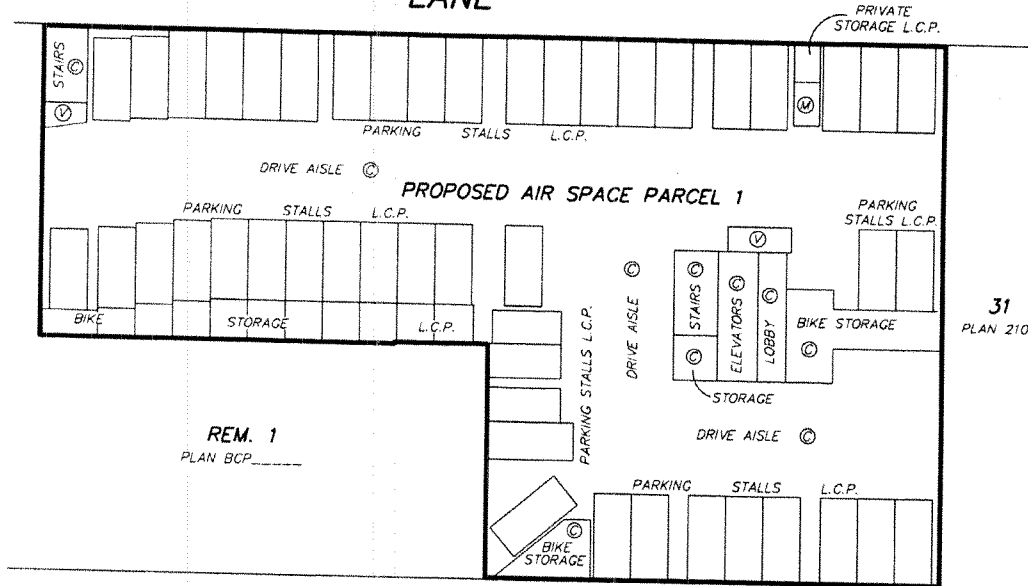
SEPTEMBER 11, 2007
BUTLER SUNDVICK & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
#4 - 19089 94th AVENUE
SURREY, B.C. V4N 3S4
TEL: 513-9611 FAX: 513-2202
FILE: 3448
DWG: 3448-SP1

FLOOR PLANS

0 5 10 15 20
SCALE 1:300 DISTANCES ARE IN METRES



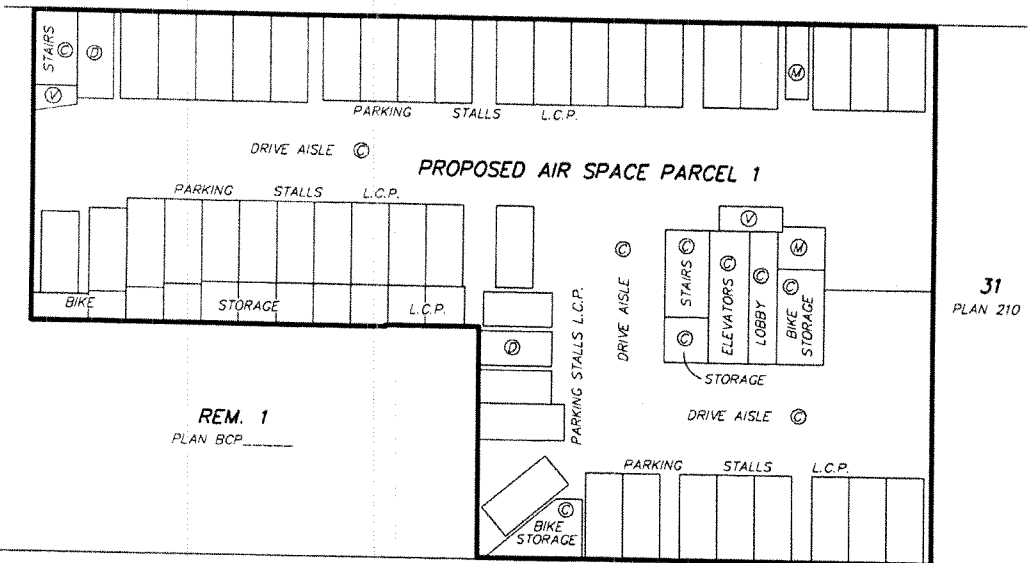
LANE



HOWE STREET

LEVEL P8

LANE

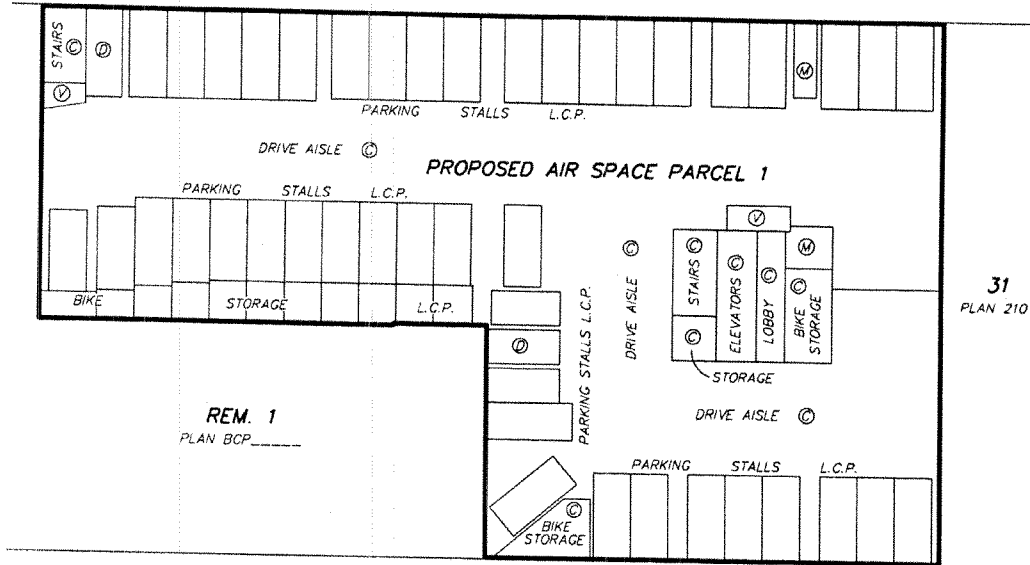
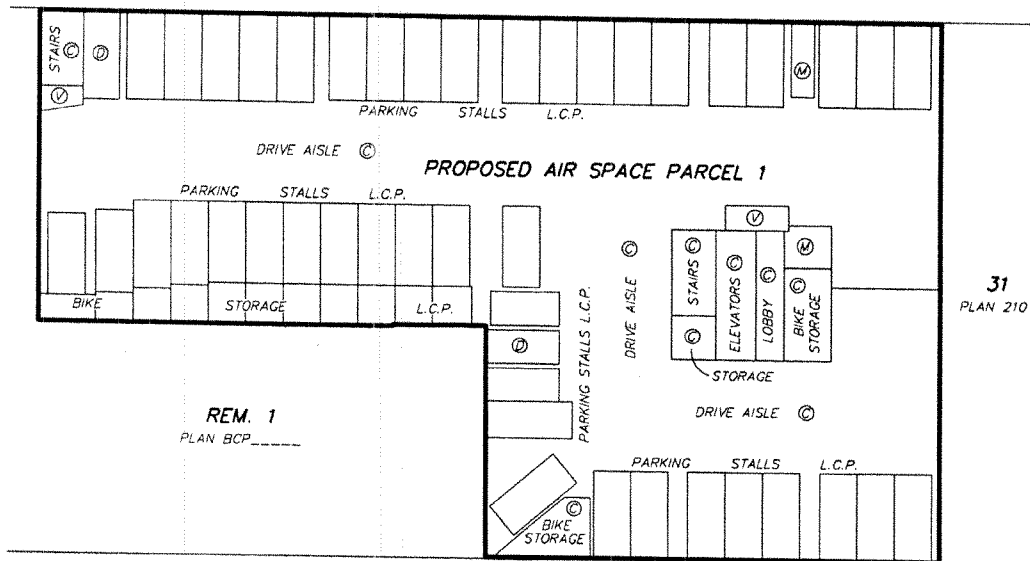


HOWE STREET

LEVEL P7

FLOOR PLANS

0 5 10 15 20
 SCALE 1: 300 DISTANCES ARE IN METRES

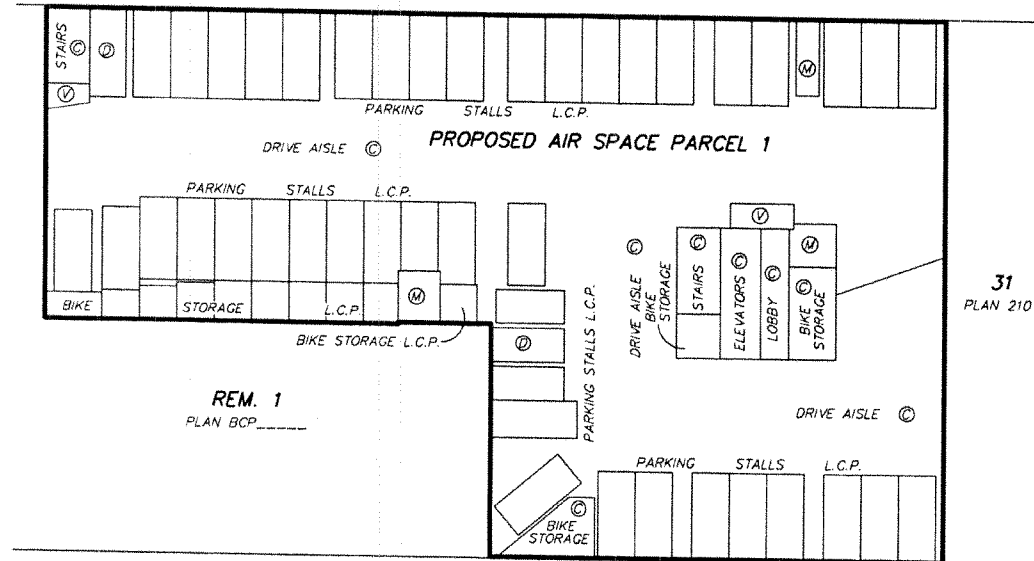
**LANE****HOWE STREET**LEVEL P6**LANE****HOWE STREET**LEVEL P5

FLOOR PLANS

0 5 10 15 20
SCALE 1:300 DISTANCES ARE IN METRES



LANE

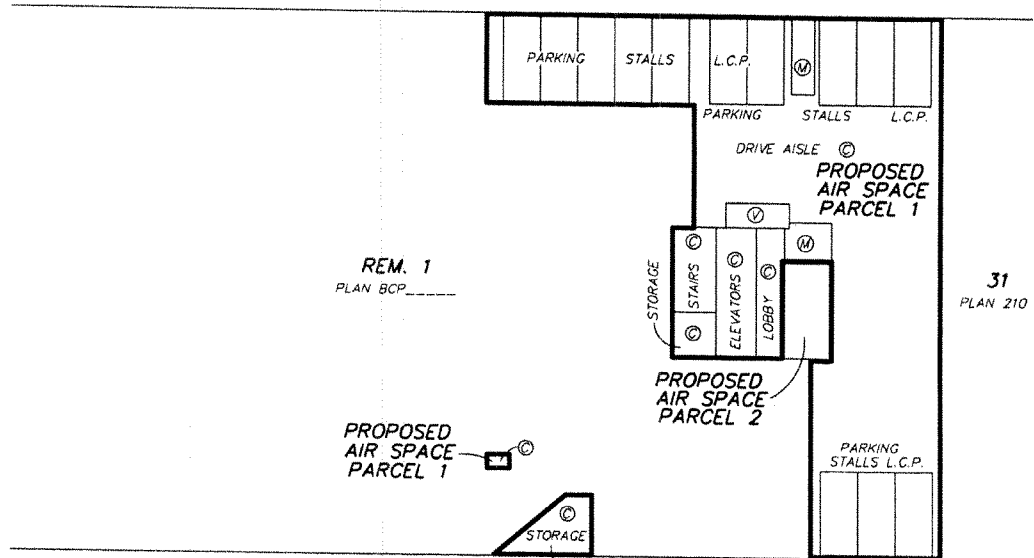


31
PLAN 210

HOWE STREET

LEVEL P4

LANE



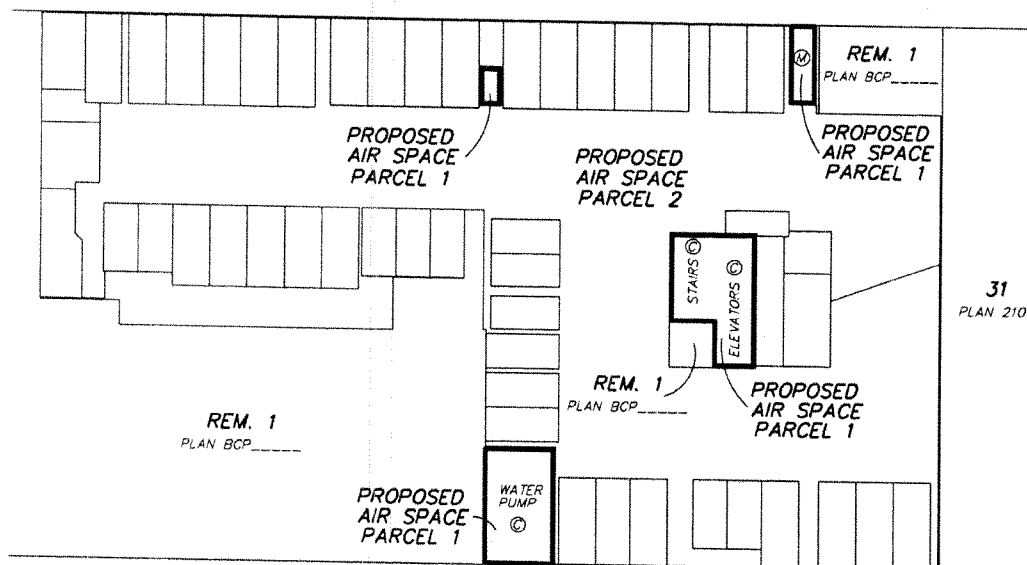
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PLAN 210

HOWE STREET

LEVEL P3

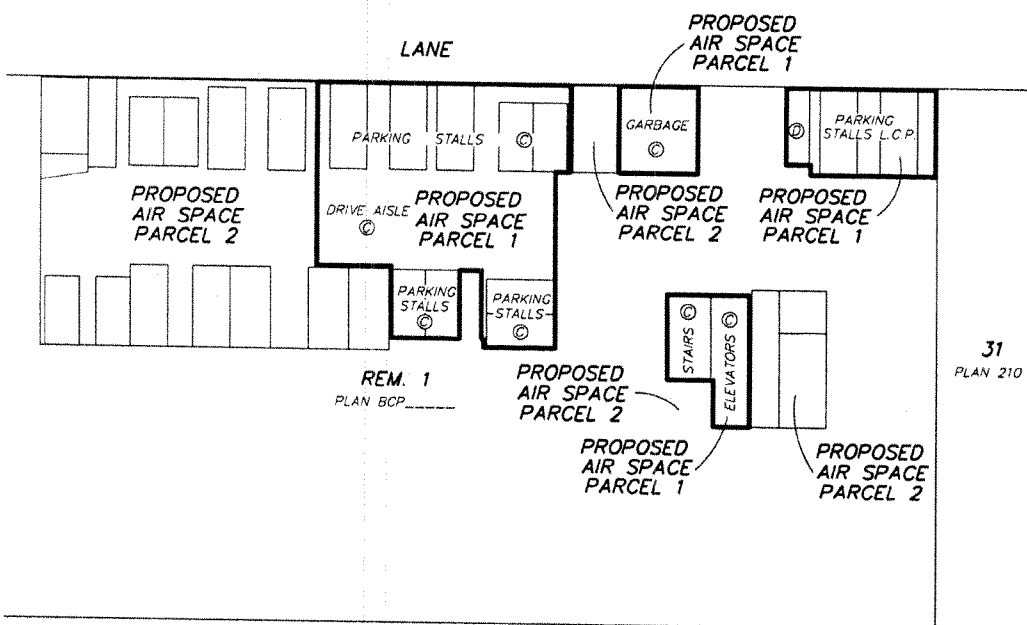


LANE



HOWE STREET

LEVEL P2



HOWE STREET

LEVEL P1

FLOOR PLANS

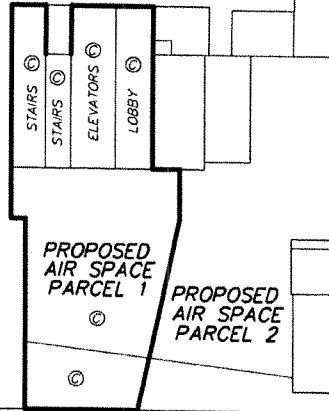
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LANE

REM. 1

PROPOSED
AIR SPACE
PARCEL 1 ©



31

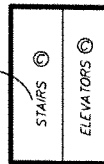
HOWE STREET

LEVEL 1

LANE

REM. 1

PROPOSED
AIR SPACE
PARCEL 1



31

PROPOSED
AIR SPACE
PARCEL 2

HOWE STREET

MEZZANINE LEVEL

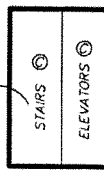
FLOOR PLANS

0 5 10 15 20
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**LANE**

REM. 1

PROPOSED
AIR SPACE
PARCEL 1



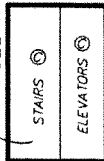
PROPOSED
AIR SPACE
PARCEL 2

31

HOWE STREETLEVEL 2**LANE**

REM. 1

PROPOSED
AIR SPACE
PARCEL 1



PROPOSED
AIR SPACE
PARCEL 2

31

HOWE STREETLEVEL 3

SEPTEMBER 11, 2007
 DWG: 3448-SP1

FLOOR PLANS

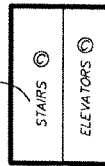
0 5 10 15 20
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LANE

REM. 1

PROPOSED
AIR SPACE
PARCEL 1



PROPOSED
AIR SPACE
PARCEL 2

31

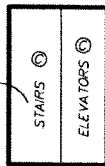
HOWE STREET

LEVEL 4

LANE

REM. 1

PROPOSED
AIR SPACE
PARCEL 1



PROPOSED
AIR SPACE
PARCEL 2

31

HOWE STREET

LEVEL 5

FLOOR PLANS

0 5 10 15 20
SCALE 1 : 250 DISTANCES ARE IN METRES



LANE

REM. 1

PROPOSED
AIR SPACE
PARCEL 1

STAIRS
ELEVATORS

PROPOSED
AIR SPACE
PARCEL 2

31

HOWE STREET

LEVEL 6

LANE

REM. 1

PROPOSED
AIR SPACE
PARCEL 1

STAIRS
ELEVATORS

PROPOSED
AIR SPACE
PARCEL 2

31

HOWE STREET

LEVEL 7

FLOOR PLANS

0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES



LANE

REM. 1

PROPOSED
AIR SPACE
PARCEL 1

STAIRS
ELEVATORS

PROPOSED
AIR SPACE
PARCEL 2

31

HOWE STREET

LEVEL 8

LANE

REM. 1

PROPOSED
AIR SPACE
PARCEL 1

STAIRS
ELEVATORS

PROPOSED
AIR SPACE
PARCEL 2

31

HOWE STREET

LEVEL 9

FLOOR PLANS

0 5 10 15 20
SCALE 1 : 250 DISTANCES ARE IN METRES



LANE

REM. 1

PROPOSED
AIR SPACE
PARCEL 1

STAIRS
ELEVATORS

PROPOSED
AIR SPACE
PARCEL 2

31

HOWE STREET

LEVEL 10

LANE

REM. 1

PROPOSED
AIR SPACE
PARCEL 1

STAIRS
ELEVATORS

PROPOSED
AIR SPACE
PARCEL 2

31

HOWE STREET

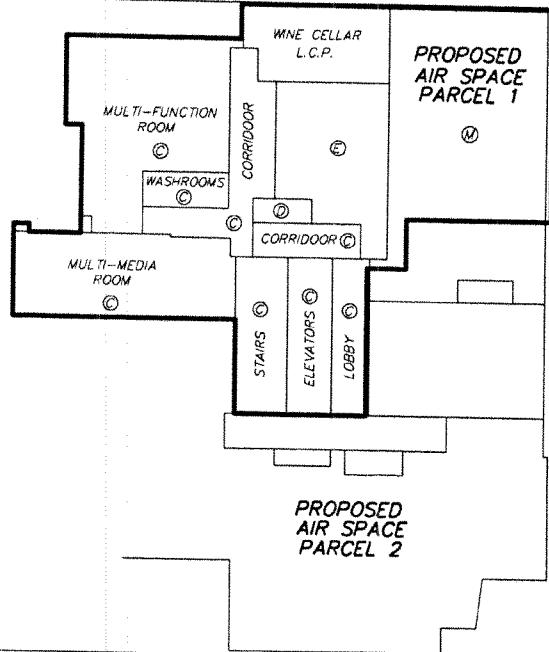
LEVEL 11

FLOOR PLANS

0 5 10 15 20
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**LANE**

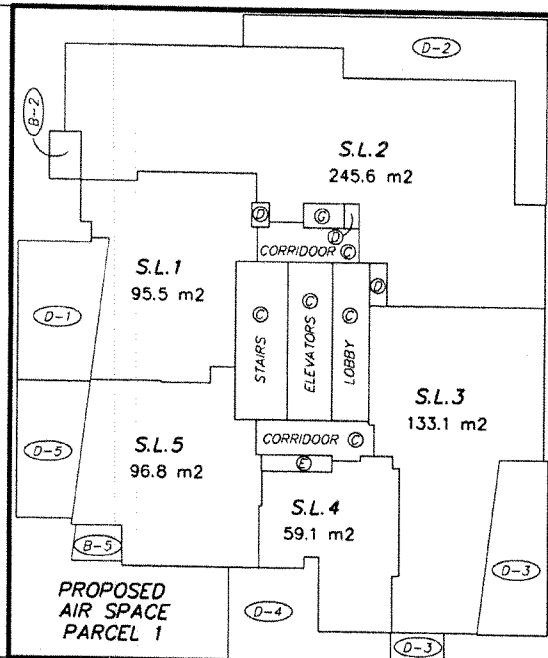
REM. 1



31

HOWE STREET**LEVEL 12****LANE**

REM. 1



31

HOWE STREET**LEVEL 14**

NOTE: LEVEL 13 HAS BEEN OMITTED FROM CONSECUTIVE FLOOR NUMBERING

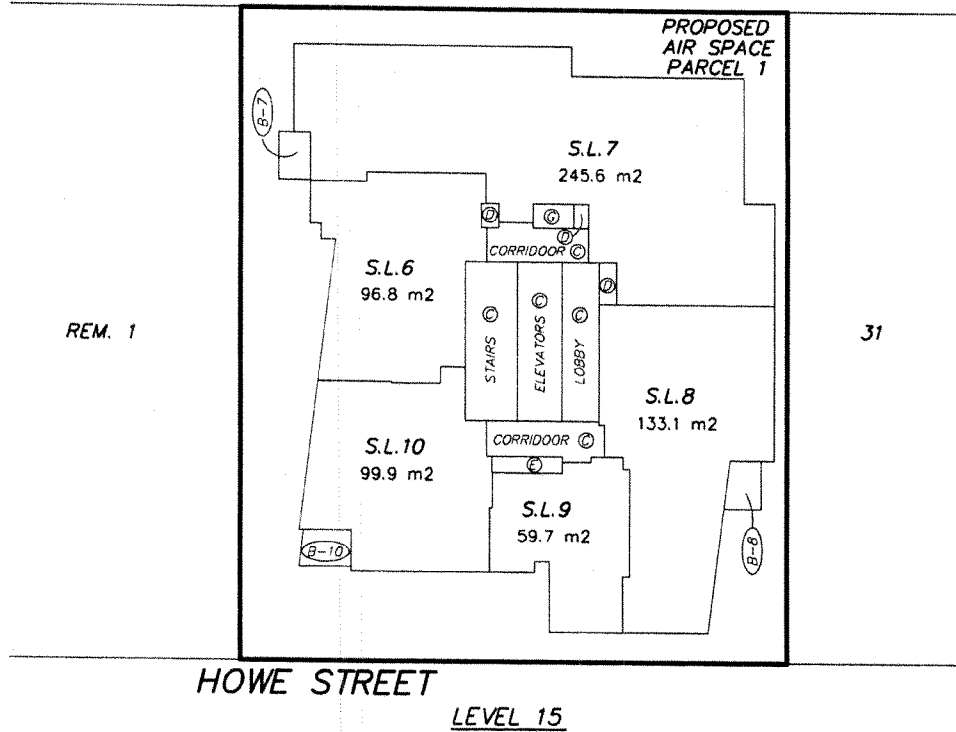
SEPTEMBER 11, 2007
DWG: 3448-SP1

FLOOR PLANS

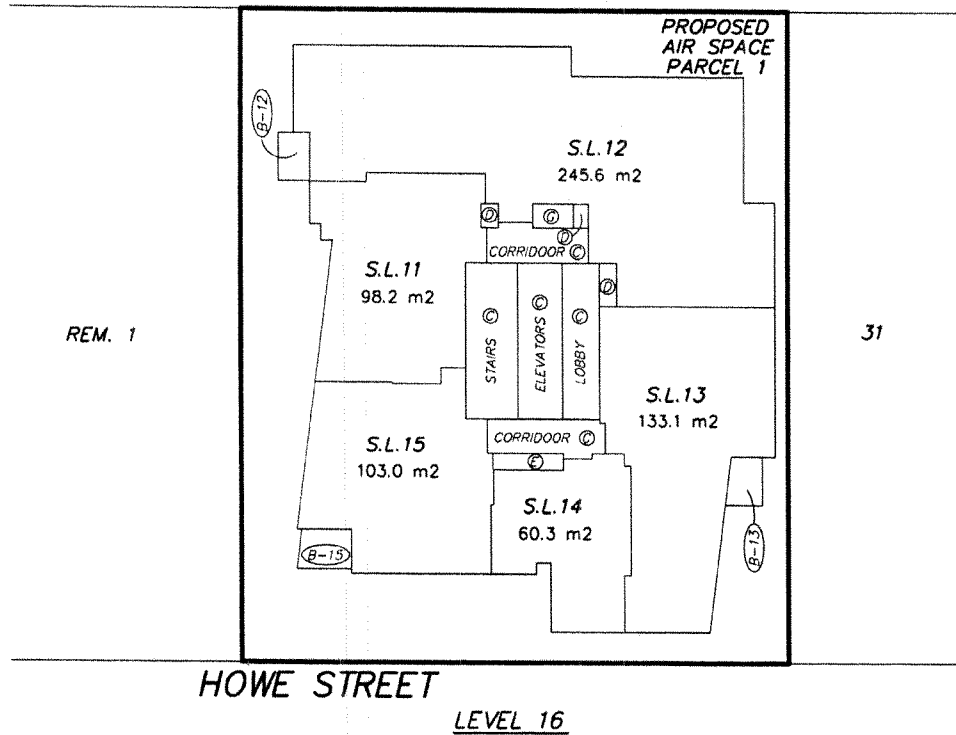
0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES



LANE



LANE



FLOOR PLANS

0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES



LANE

 PROPOSED
 AIR SPACE
 PARCEL 1

REM. 1

31

HOWE STREET

LEVEL 17

LANE

 PROPOSED
 AIR SPACE
 PARCEL 1

REM. 1

31

HOWE STREET

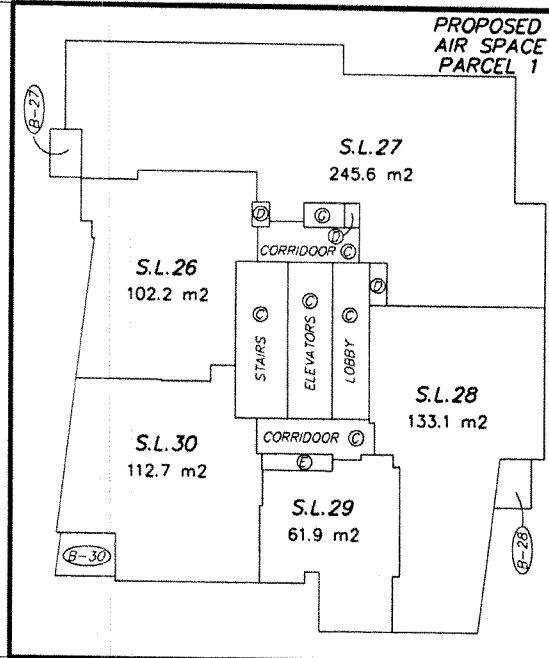
LEVEL 18
 SEPTEMBER 11, 2007
 DWG: 3448-SP1

FLOOR PLANS

0 5 10 15 20
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**LANE**

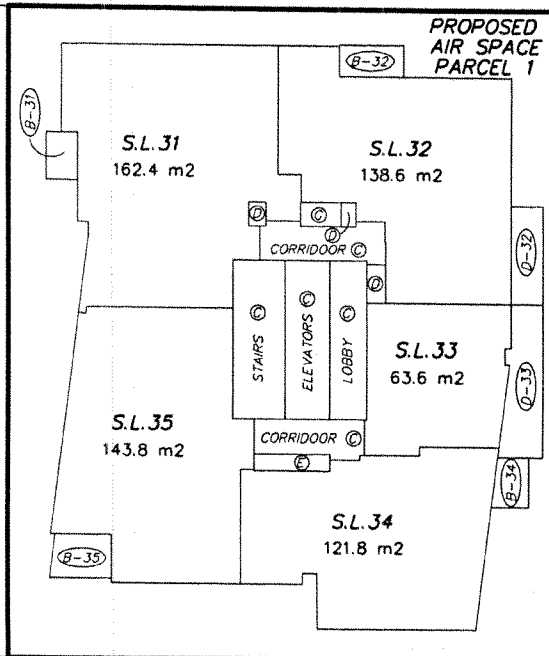
REM. 1



31

HOWE STREET**LEVEL 19****LANE**

REM. 1



31

HOWE STREET**LEVEL 20**

SEPTEMBER 11, 2007
 DWG: 3448-SP1

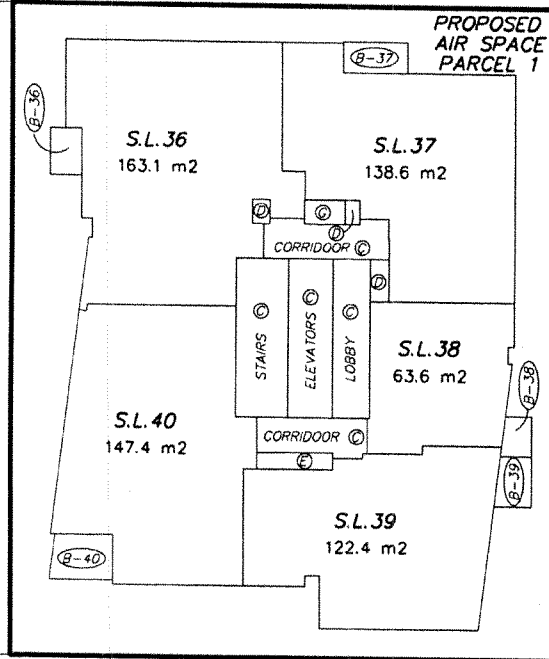
FLOOR PLANS

0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES



LANE

REM. 1

PROPOSED
AIR SPACE
PARCEL 1

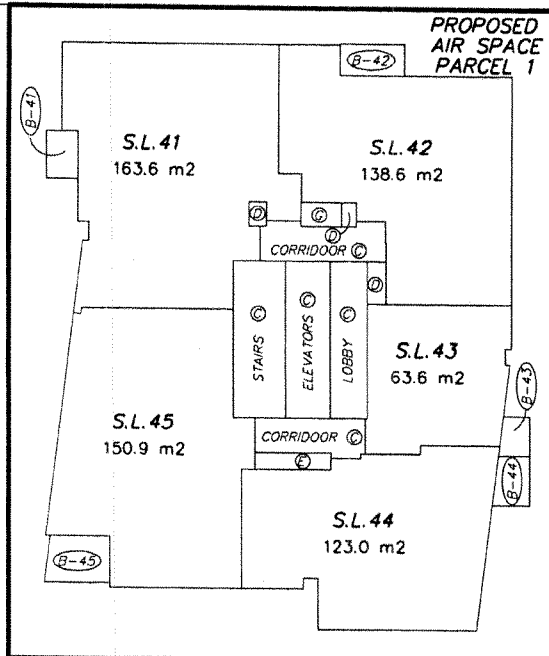
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HOWE STREET

LEVEL 21

LANE

REM. 1

PROPOSED
AIR SPACE
PARCEL 1

31

HOWE STREET

LEVEL 22

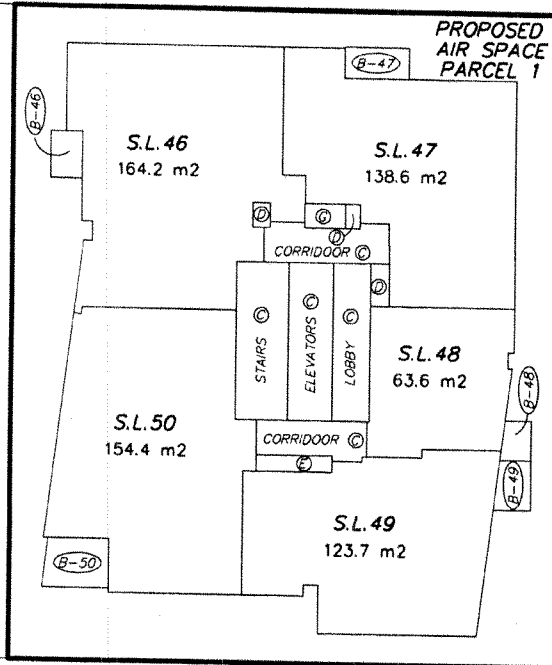
FLOOR PLANS

0 5 10 15 20
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LANE

REM. 1



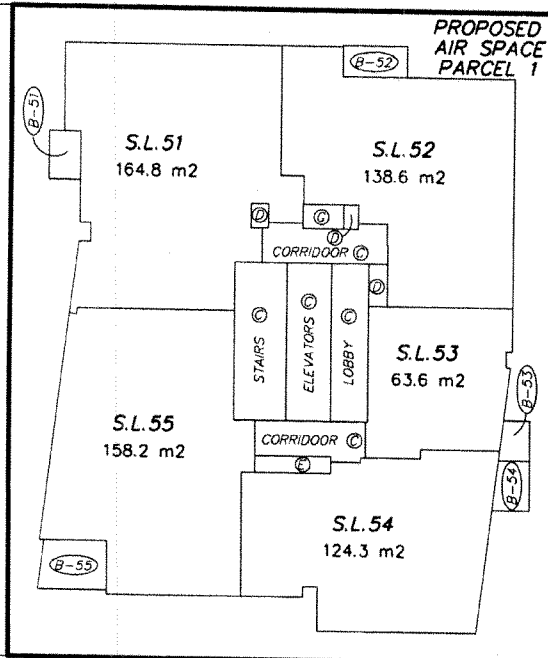
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HOWE STREET

LEVEL 23

LANE

REM. 1



31

HOWE STREET

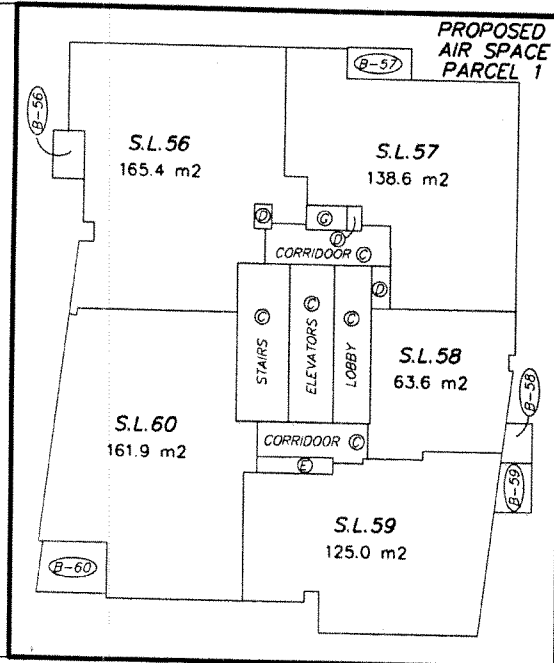
LEVEL 24

FLOOR PLANS

0 5 10 15 20
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**LANE**

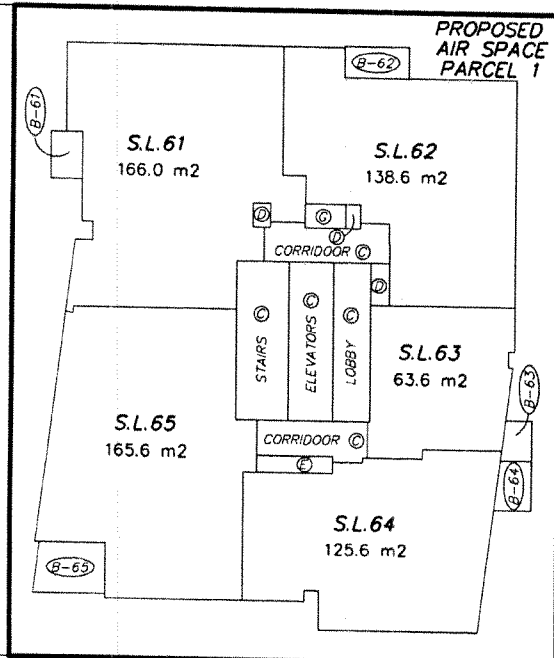
REM. 1



31

HOWE STREET**LEVEL 25****LANE**

REM. 1



31

HOWE STREET**LEVEL 26**

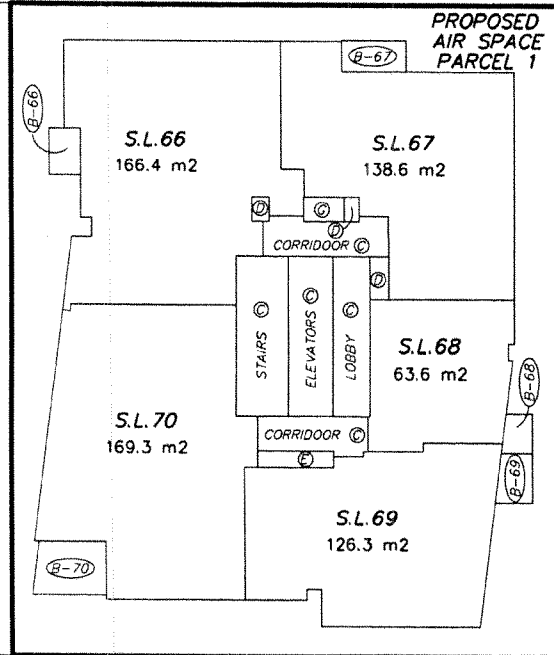
SEPTEMBER 11, 2007
 DWG: 3448-SP1

FLOOR PLANS

0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES

**LANE**

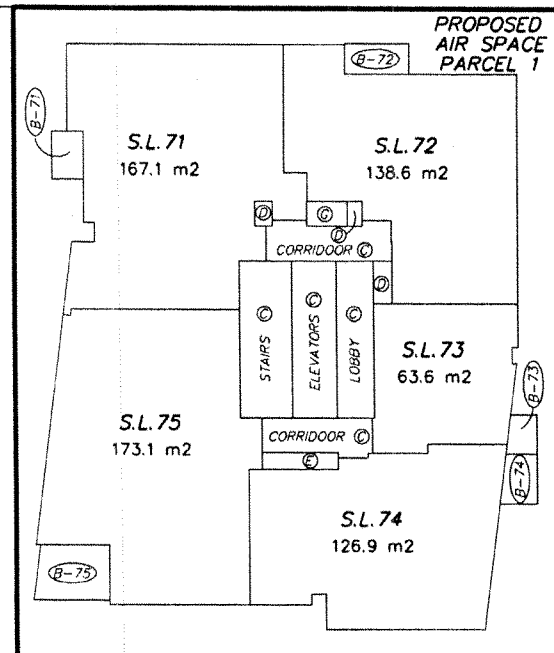
REM. 1



31

HOWE STREET**LEVEL 27****LANE**

REM. 1



31

HOWE STREET**LEVEL 28**

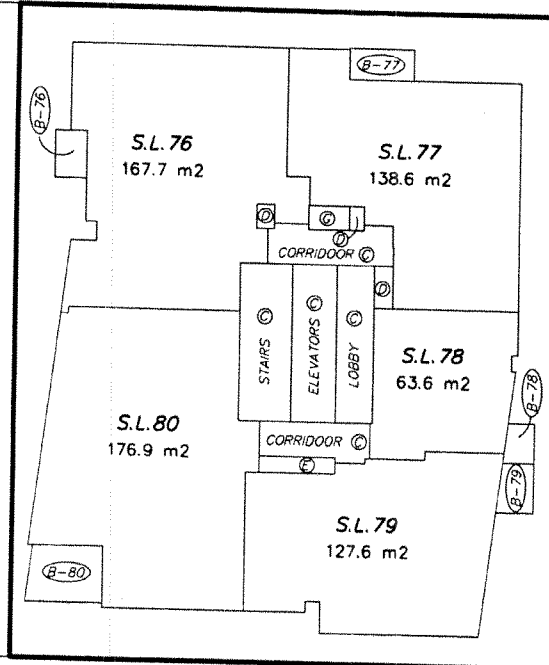
FLOOR PLANS

0 5 10 15 20
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LANE

REM. 1



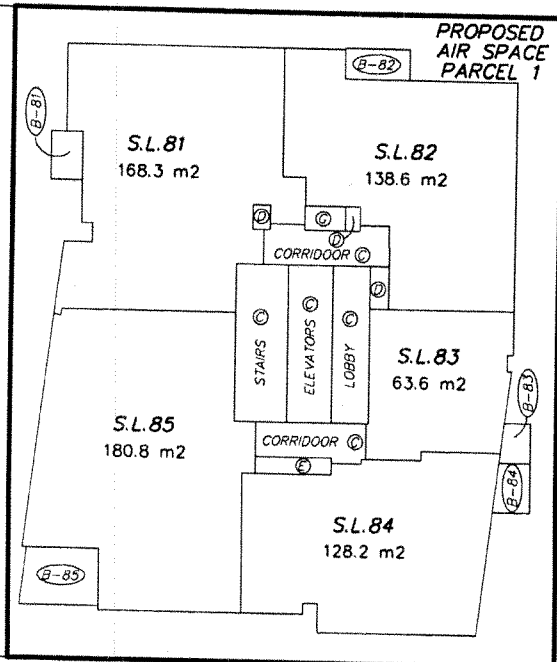
31

HOWE STREET

LEVEL 29

LANE

REM. 1



31

HOWE STREET

LEVEL 30

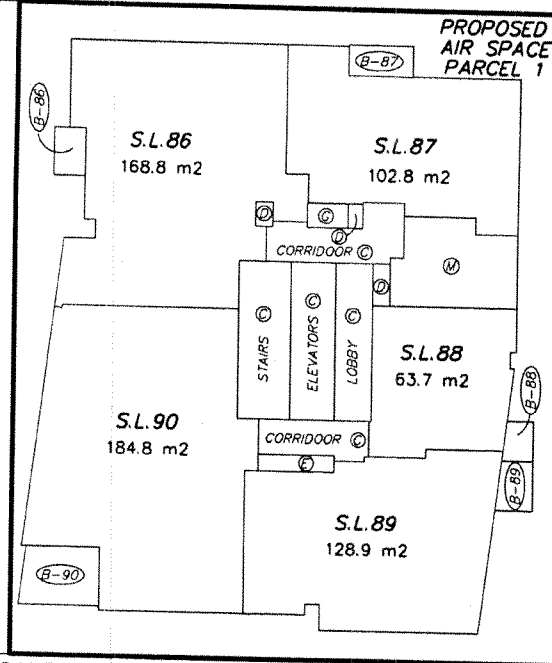
FLOOR PLANS

0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES



LANE

REM. 1



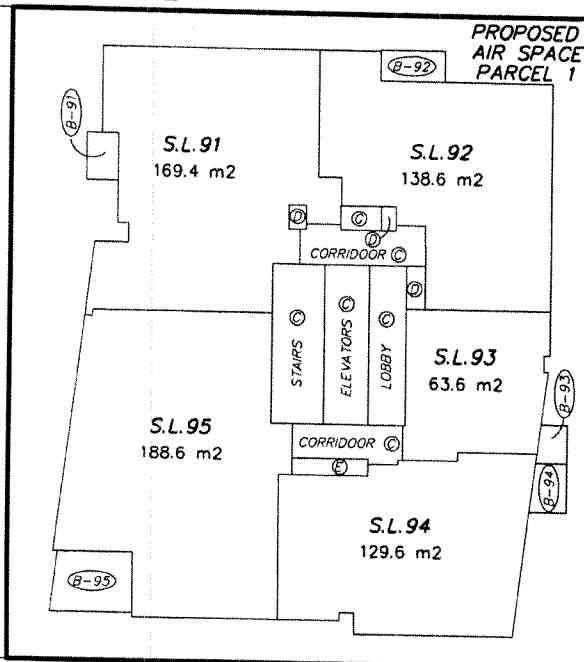
31

HOWE STREET

LEVEL 31

LANE

REM. 1



31

HOWE STREET

LEVEL 32

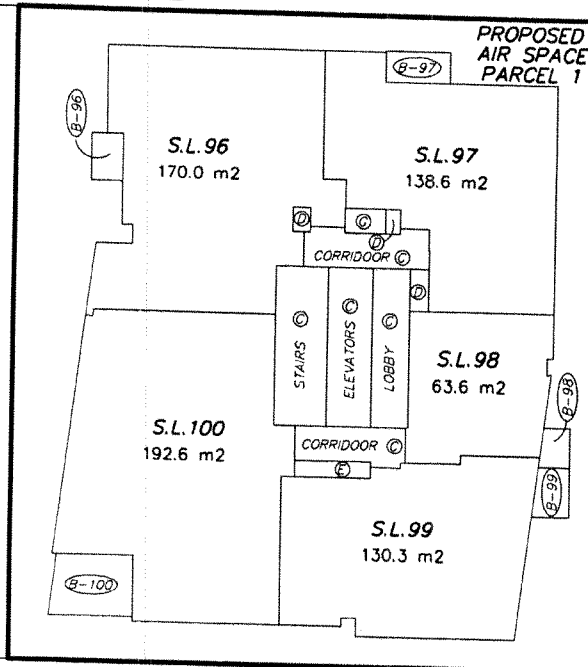
FLOOR PLANS

0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES



LANE

REM. 1



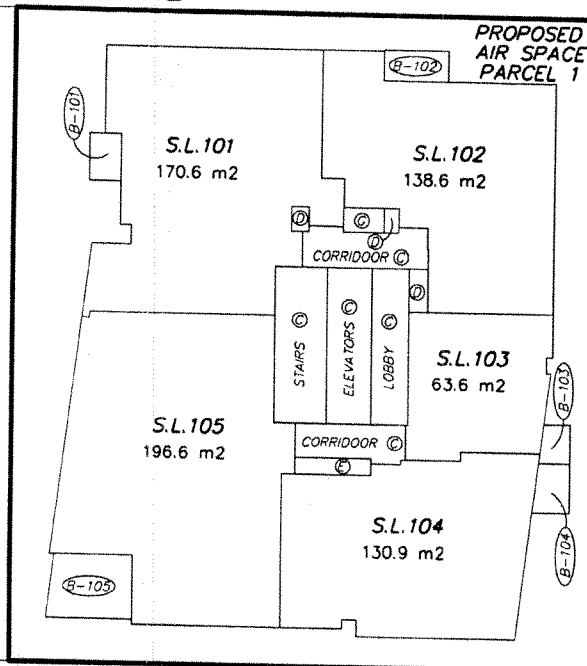
31

HOWE STREET

LEVEL 33

LANE

REM. 1



31

HOWE STREET

LEVEL 34

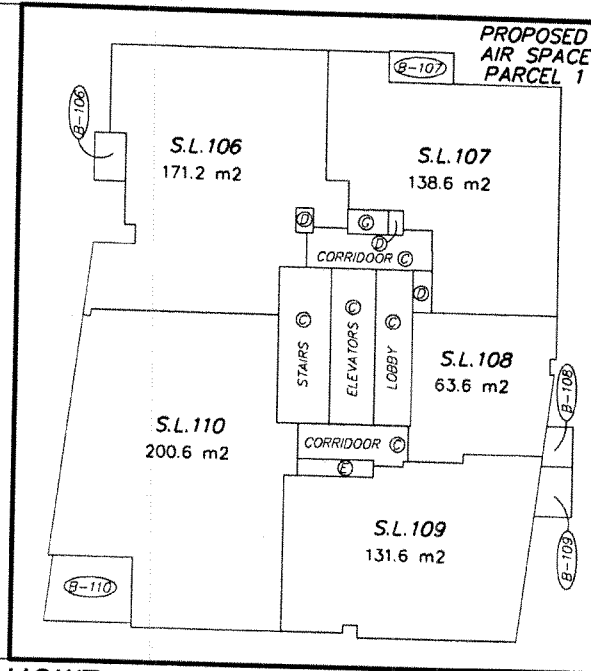
FLOOR PLANS

0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES



LANE

REM. 1



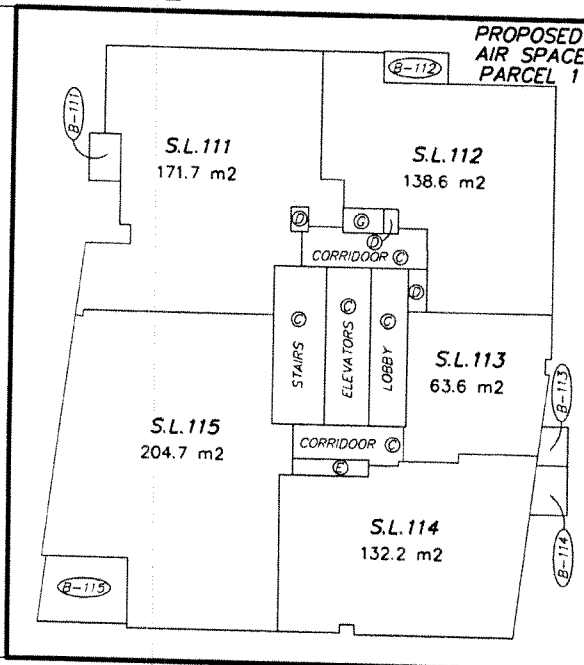
31

HOWE STREET

LEVEL 35

LANE

REM. 1



31

HOWE STREET

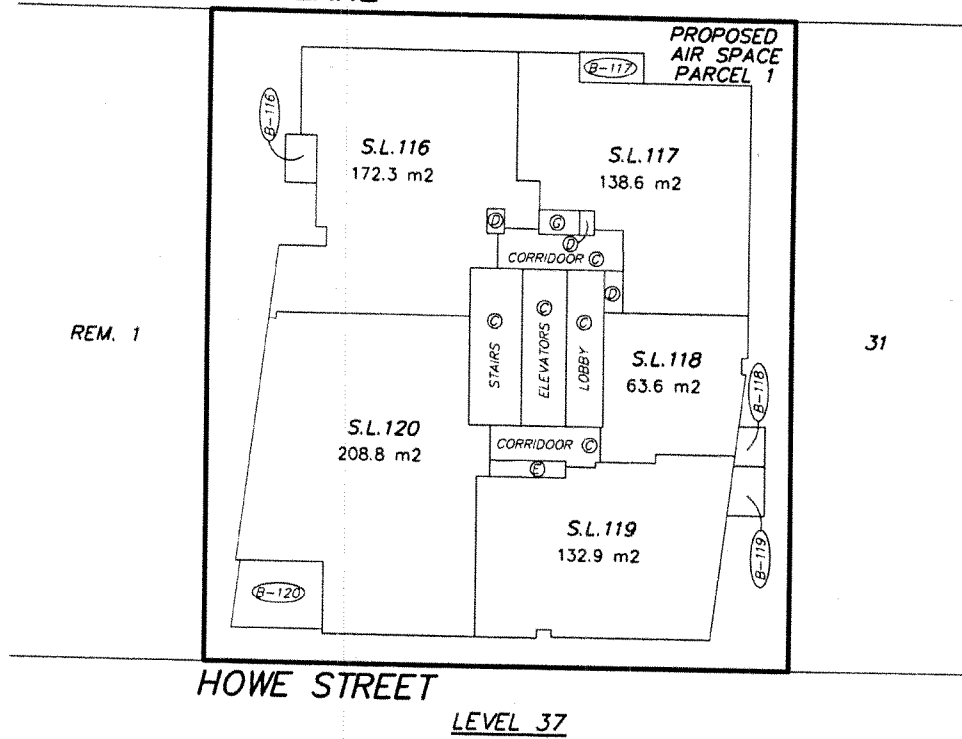
LEVEL 36

FLOOR PLANS

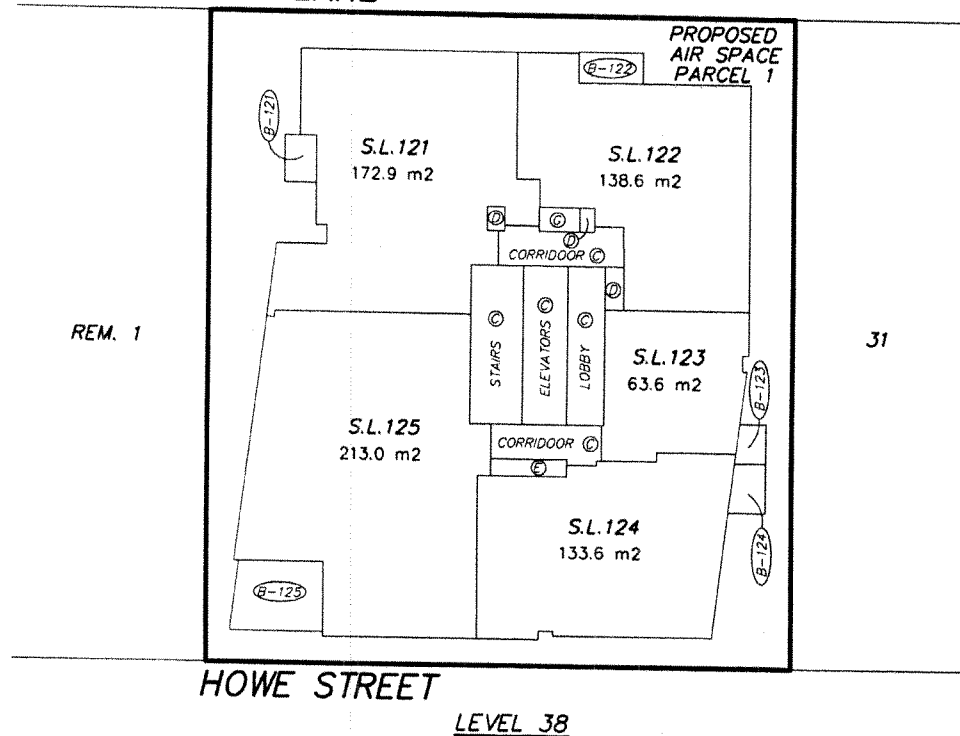
0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES



LANE



LANE

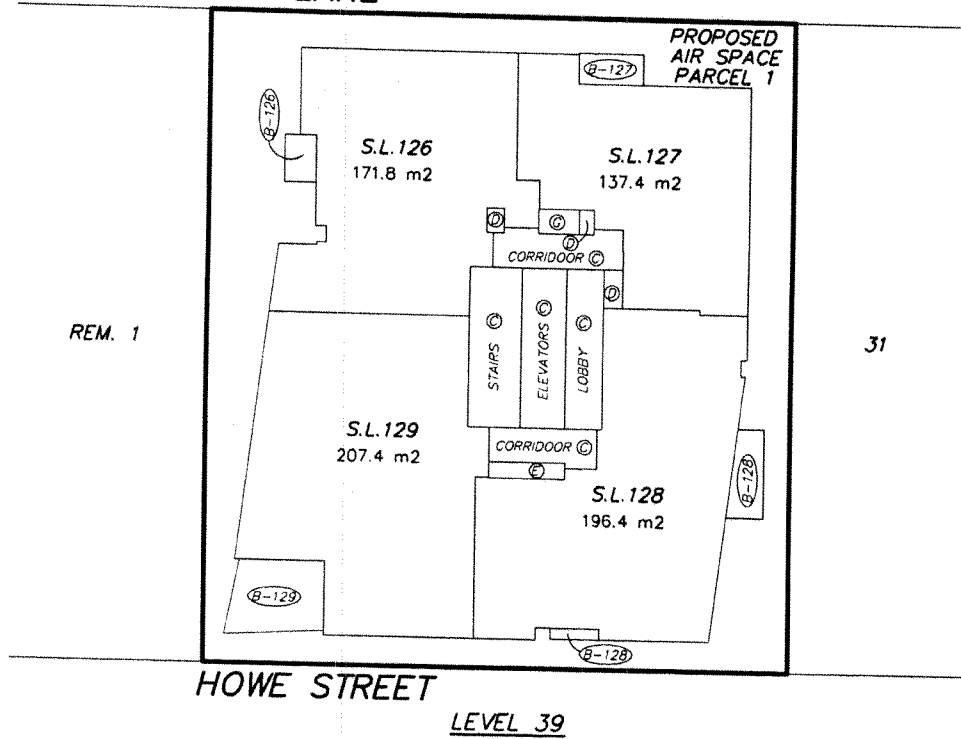


FLOOR PLANS

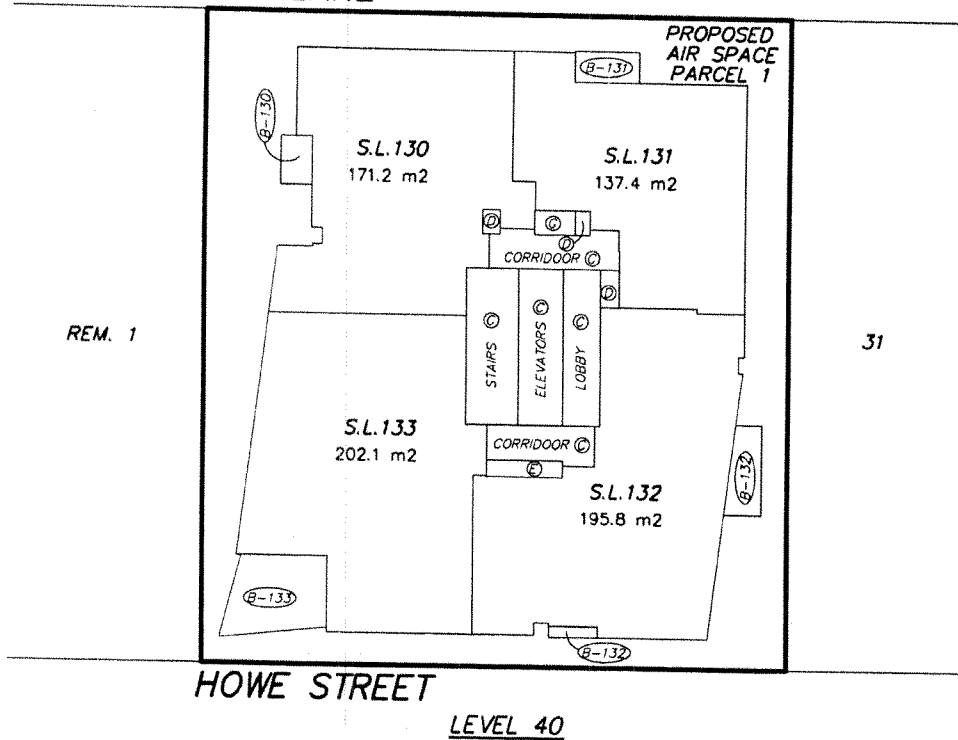
0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES



LANE



LANE

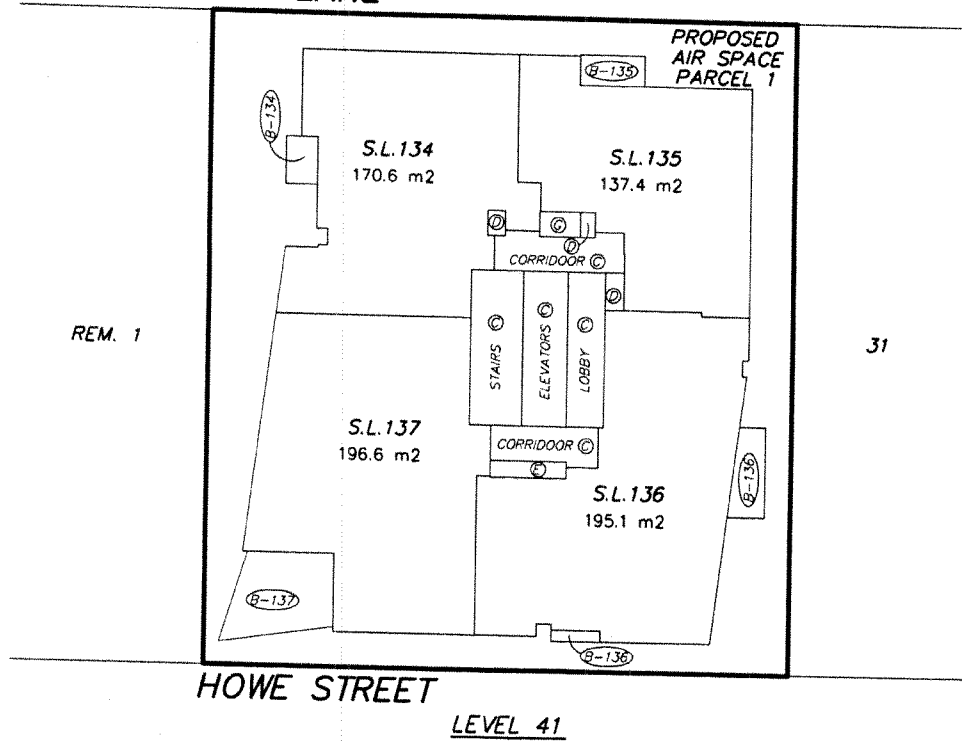


FLOOR PLANS

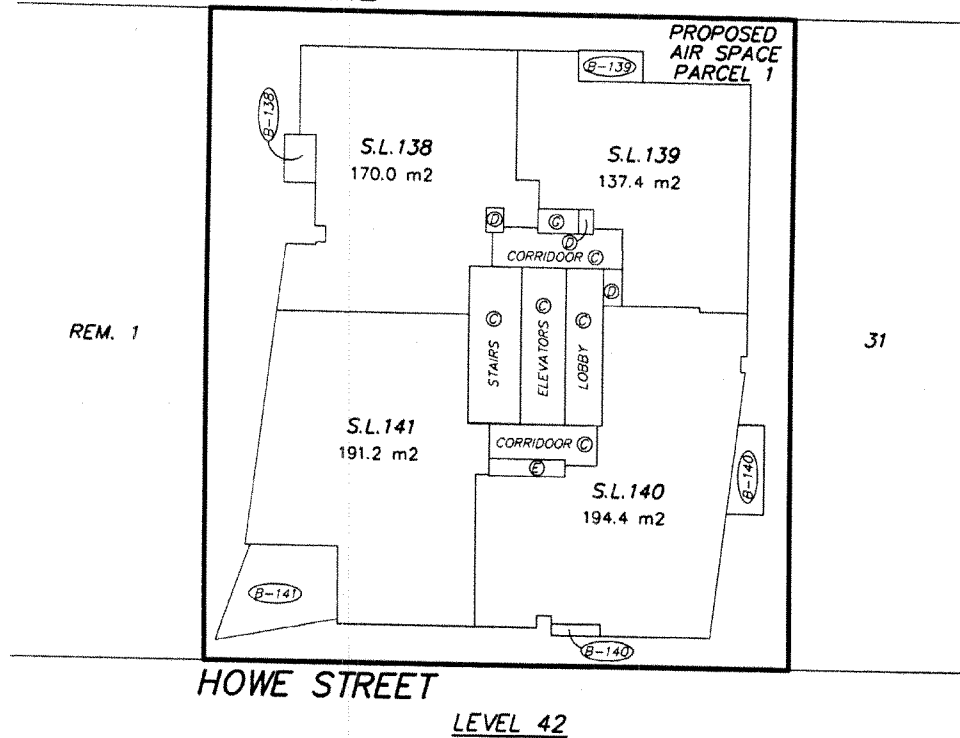
0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES



LANE



LANE

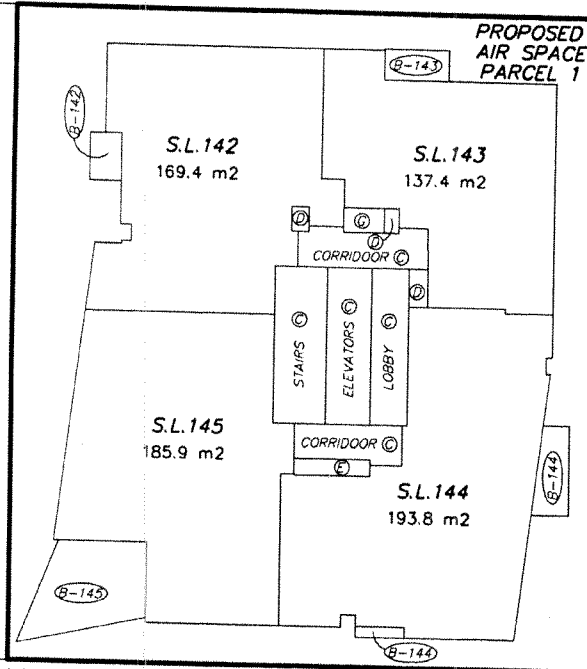


FLOOR PLANS

0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES

**LANE**

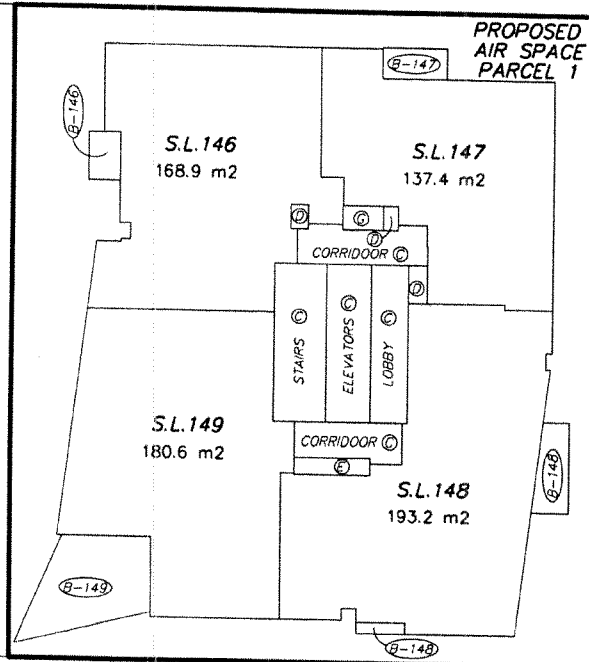
REM. 1



31

HOWE STREET**LEVEL 43****LANE**

REM. 1



31

HOWE STREET**LEVEL 44**

FLOOR PLANS

0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES



LANE

REM. 1

S.L.150
 351.3 m²

S.L.151
 325.1 m²

PROPOSED
 AIR SPACE
 PARCEL 1

31

HOWE STREET

LEVEL 45

LANE

REM. 1

S.L.152
 345.3 m²

S.L.153
 324.6 m²

PROPOSED
 AIR SPACE
 PARCEL 1

31

HOWE STREET

LEVEL 46

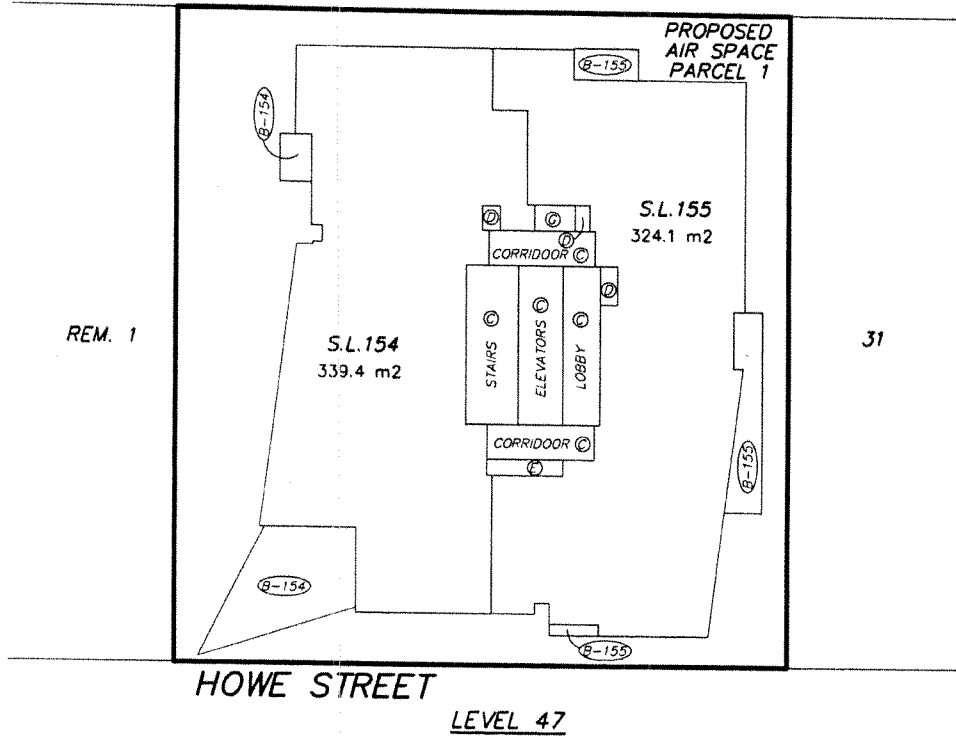
SEPTEMBER 11, 2007
 DWG: 3448-SP1

FLOOR PLANS

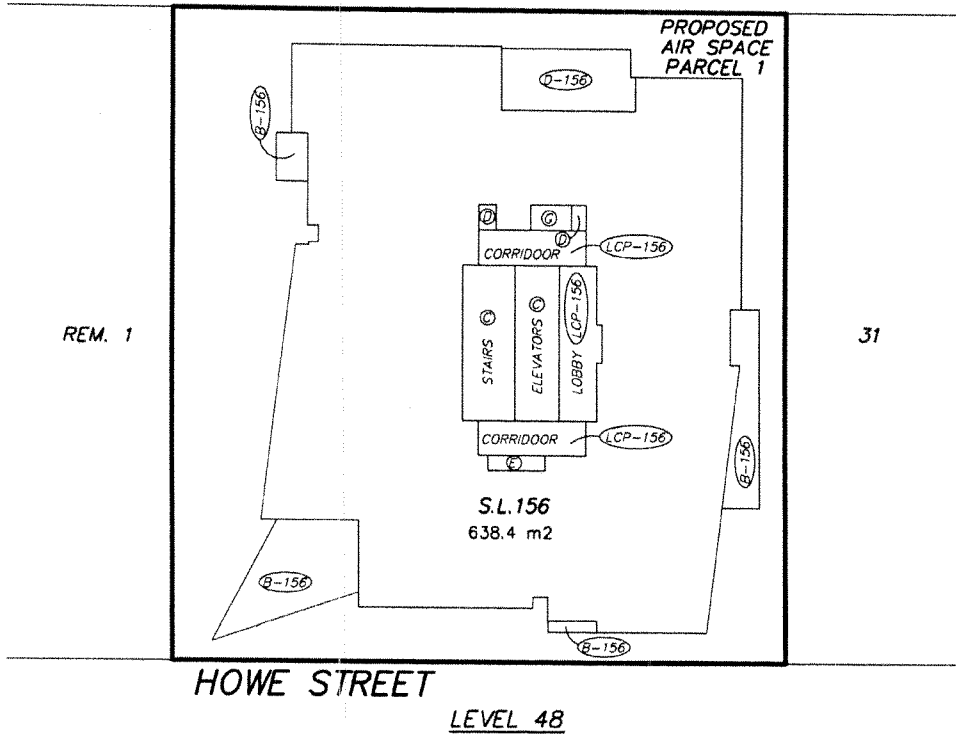
0 5 10 15 20
 SCALE 1 : 250 DISTANCES ARE IN METRES



LANE



LANE



SEPTEMBER 11, 2007
 DWG: 3448-SP1

EXHIBIT “B”

Table of Areas

TABLE OF AREAS

Preliminary Strata Plan September 6, 2007.

Being a Proposed Strata Plan of Proposed Air Space Parcel 1, Block 41 District Lot 541 Group 1
New Westminster District Plan BCP _____

PID:

Unit Areas are measured as follows:

- centre line of demising walls between units
- centre line of corridor walls
- centre line of outside walls
- centre line of glass on outside walls when glass comprises the majority of the wall

Strata Lot No.	Sheet No.	<i>Habitable Area in m2</i>	<i>Habitable Area in ft2</i>
1	2	95.5	1028
2	2	245.6	2644
3	2	133.1	1433
4	2	59.1	636
5	2	96.8	1042
6	3	96.8	1042
7	3	245.6	2644
8	3	133.1	1433
9	3	59.7	643
10	3	99.9	1075
11	3	98.2	1057
12	3	245.6	2644
13	3	133.1	1433
14	3	60.3	649
15	3	103.0	1109
16	4	99.4	1070
17	4	245.6	2644
18	4	133.1	1433
19	4	60.8	654
20	4	106.2	1143
21	4	100.8	1085
22	4	245.6	2644

Strata Lot No.	Sheet No.	Habitable Area in m2	Habitable Area in ft2
23	4	133.1	1433
24	4	61.4	661
25	4	109.4	1178
26	5	102.2	1100
27	5	245.6	2644
28	5	133.1	1433
29	5	61.9	666
30	5	112.7	1213
31	5	162.4	1748
32	5	138.6	1492
33	5	63.6	685
34	5	121.8	1311
35	5	143.8	1548
36	6	163.1	1756
37	6	138.6	1492
38	6	63.6	685
39	6	122.4	1318
40	6	147.4	1587
41	6	163.6	1761
42	6	138.6	1492
43	6	63.6	685
44	6	123.0	1324
45	6	150.9	1624
46	7	164.2	1767
47	7	138.6	1492
48	7	63.6	685
49	7	123.7	1331
50	7	154.4	1662
51	7	164.8	1774
52	7	138.6	1492
53	7	63.6	685
54	7	124.3	1338
55	7	158.2	1703
56	8	165.4	1780
57	8	138.6	1492
58	8	63.6	685
59	8	125.0	1345
60	8	161.9	1743

Strata Lot No.	Sheet No.	Habitable Area in m2	Habitable Area in ft2
61	8	166.0	1787
62	8	138.6	1492
63	8	63.6	685
64	8	125.6	1352
65	8	165.6	1783
66	9	166.4	1791
67	9	138.6	1492
68	9	63.6	685
69	9	126.3	1359
70	9	169.3	1822
71	9	167.1	1799
72	9	138.6	1492
73	9	63.6	685
74	9	126.9	1366
75	9	173.1	1863
76	10	167.7	1805
77	10	138.6	1492
78	10	63.6	685
79	10	127.6	1373
80	10	176.9	1904
81	10	168.3	1812
82	10	138.6	1492
83	10	63.6	685
84	10	128.2	1380
85	10	180.8	1946
86	11	168.8	1817
87	11	102.8	1107
88	11	63.6	685
89	11	128.9	1387
90	11	184.8	1989
91	11	169.4	1823
92	11	138.6	1492
93	11	63.6	685
94	11	129.6	1395
95	11	188.6	2030
96	12	170.0	1830
97	12	138.6	1492
98	12	63.6	685

Strata Lot No.	Sheet No.	Habitable Area in m2	Habitable Area in ft2
99	12	130.3	1403
100	12	192.6	2073
101	12	170.6	1836
102	12	138.6	1492
103	12	63.6	685
104	12	130.9	1409
105	12	196.6	2116
106	13	171.2	1843
107	13	138.6	1492
108	13	63.6	685
109	13	131.6	1417
110	13	200.6	2159
111	13	171.7	1848
112	13	138.6	1492
113	13	63.6	685
114	13	132.2	1423
115	13	204.7	2203
116	14	172.3	1855
117	14	138.6	1492
118	14	63.6	685
119	14	132.9	1431
120	14	208.8	2248
121	14	172.9	1861
122	14	138.6	1492
123	14	63.6	685
124	14	133.6	1438
125	14	213.0	2293
126	15	171.8	1849
127	15	137.4	1479
128	15	196.4	2114
129	15	207.4	2232
130	15	171.2	1843
131	15	137.4	1479
132	15	195.8	2108
133	15	202.1	2175
134	16	170.6	1836
135	16	137.4	1479
136	16	195.1	2100

Strata Lot No.	Sheet No.	Habitable Area in m2	Habitable Area in ft2
137	16	196.6	2116
138	16	170.0	1830
139	16	137.4	1479
140	16	194.4	2093
141	16	191.2	2058
142	17	169.4	1823
143	17	137.4	1479
144	17	193.8	2086
145	17	185.9	2001
146	17	168.9	1818
147	17	137.4	1479
148	17	193.2	2080
149	17	180.6	1944
150	18	351.3	3781
151	18	325.1	3499
152	18	345.3	3717
153	18	324.6	3494
154	19	339.4	3653
155	19	324.1	3489
156	19	638.4	6872
Total		23472.0	252665

EXHIBIT “C”

**Proposed Unit Entitlement for the Strata Lots in Form V
under the *Strata Property Act* of British Columbia**

**Strata Property Act
Form V
SCHEDULE OF UNIT ENTITLEMENT**

(Section 245 (a), 246, 264)

Re: Preliminary Strata Plan

Being a Proposed Strata Plan of Proposed Air Space Parcel 1, Block 41 District Lot 541 Group 1
New Westminster District Plan BCP _____

PID:

Complete and file only the applicable form and schedule

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following, 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 :September 6, 2007

Signature

- ☐ (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 the Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement **
1	2	95.5	96	0.41
2	2	245.6	246	1.05
3	2	133.1	133	0.57
4	2	59.1	59	0.25
5	2	96.8	97	0.41
6	3	96.8	97	0.41
7	3	245.6	246	1.05
8	3	133.1	133	0.57
9	3	59.7	60	0.26
10	3	99.9	100	0.43
11	3	98.2	98	0.42
12	3	245.6	246	1.05
13	3	133.1	133	0.57
14	3	60.3	60	0.26
15	3	103.0	103	0.44
16	4	99.4	99	0.42
17	4	245.6	246	1.05
18	4	133.1	133	0.57
19	4	60.8	61	0.26
20	4	106.2	106	0.45
21	4	100.8	101	0.43
22	4	245.6	246	1.05
23	4	133.1	133	0.57
24	4	61.4	61	0.26
25	4	109.4	109	0.46
26	5	102.2	102	0.43
27	5	245.6	246	1.05
28	5	133.1	133	0.57
29	5	61.9	62	0.26
30	5	112.7	113	0.48
31	5	162.4	162	0.69
32	5	138.6	139	0.59
33	5	63.6	64	0.27
34	5	121.8	122	0.52

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement **
35	5	143.8	144	0.61
36	6	163.1	163	0.69
37	6	138.6	139	0.59
38	6	63.6	64	0.27
39	6	122.4	122	0.52
40	6	147.4	147	0.63
41	6	163.6	164	0.7
42	6	138.6	139	0.59
43	6	63.6	64	0.27
44	6	123.0	123	0.52
45	6	150.9	151	0.64
46	7	164.2	164	0.7
47	7	138.6	139	0.59
48	7	63.6	64	0.27
49	7	123.7	124	0.53
50	7	154.4	154	0.66
51	7	164.8	165	0.7
52	7	138.6	139	0.59
53	7	63.6	64	0.27
54	7	124.3	124	0.53
55	7	158.2	158	0.67
56	8	165.4	165	0.7
57	8	138.6	139	0.59
58	8	63.6	64	0.27
59	8	125.0	125	0.53
60	8	161.9	162	0.69
61	8	166.0	166	0.71
62	8	138.6	139	0.59
63	8	63.6	64	0.27
64	8	125.6	126	0.54
65	8	165.6	166	0.71
66	9	166.4	166	0.71
67	9	138.6	139	0.59
68	9	63.6	64	0.27
69	9	126.3	126	0.54

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement **
70	9	169.3	169	0.72
71	9	167.1	167	0.71
72	9	138.6	139	0.59
73	9	63.6	64	0.27
74	9	126.9	127	0.54
75	9	173.1	173	0.74
76	10	167.7	168	0.72
77	10	138.6	139	0.59
78	10	63.6	64	0.27
79	10	127.6	128	0.54
80	10	176.9	177	0.75
81	10	168.3	168	0.72
82	10	138.6	139	0.59
83	10	63.6	64	0.27
84	10	128.2	128	0.54
85	10	180.8	181	0.77
86	11	168.8	169	0.72
87	11	102.8	103	0.44
88	11	63.6	64	0.27
89	11	128.9	129	0.55
90	11	184.8	185	0.79
91	11	169.4	169	0.72
92	11	138.6	139	0.59
93	11	63.6	64	0.27
94	11	129.6	130	0.55
95	11	188.6	189	0.8
96	12	170.0	170	0.72
97	12	138.6	139	0.59
98	12	63.6	64	0.27
99	12	130.3	130	0.55
100	12	192.6	193	0.82
101	12	170.6	171	0.73
102	12	138.6	139	0.59
103	12	63.6	64	0.27
104	12	130.9	131	0.56

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement **
105	12	196.6	197	0.84
106	13	171.2	171	0.73
107	13	138.6	139	0.59
108	13	63.6	64	0.27
109	13	131.6	132	0.56
110	13	200.6	201	0.86
111	13	171.7	172	0.73
112	13	138.6	139	0.59
113	13	63.6	64	0.27
114	13	132.2	132	0.56
115	13	204.7	205	0.87
116	14	172.3	172	0.73
117	14	138.6	139	0.59
118	14	63.6	64	0.27
119	14	132.9	133	0.57
120	14	208.8	209	0.89
121	14	172.9	173	0.74
122	14	138.6	139	0.59
123	14	63.6	64	0.27
124	14	133.6	134	0.57
125	14	213.0	213	0.91
126	15	171.8	172	0.73
127	15	137.4	137	0.58
128	15	196.4	196	0.83
129	15	207.4	207	0.88
130	15	171.2	171	0.73
131	15	137.4	137	0.58
132	15	195.8	196	0.83
133	15	202.1	202	0.86
134	16	170.6	171	0.73
135	16	137.4	137	0.58
136	16	195.1	195	0.83
137	16	196.6	197	0.84
138	16	170.0	170	0.72
139	16	137.4	137	0.58

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement **
140	16	194.4	194	0.83
141	16	191.2	191	0.81
142	17	169.4	169	0.72
143	17	137.4	137	0.58
144	17	193.8	194	0.83
145	17	185.9	186	0.79
146	17	168.9	169	0.72
147	17	137.4	137	0.58
148	17	193.2	193	0.82
149	17	180.6	181	0.77
150	18	351.3	351	1.49
151	18	325.1	325	1.38
152	18	345.3	345	1.47
153	18	324.6	325	1.38
154	19	339.4	339	1.44
155	19	324.1	324	1.38
156	19	638.4	638	2.72
Total number of lots: 156			Total unit entitlement: 23487	

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

** not required for a phase of a phased strata plan

Date : _____ [month day, year]

Signature of Owner Developer
Hotel Georgia Development Ltd.

Signature of Superintendent of Real Estate
(if submitted under section 264 of the Act)

EXHIBIT “D”

Form Y, Bylaw Amendments

EXHIBIT "D"

Strata Property Act

FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

(Section 245(d); Regulations section 14.6(2))

Re: Strata Plan LMS _____, being a strata plan of:

Parcel Identifier: _____

Air Space Parcel _____

Air Space Plan _____

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

1. Bylaw 2(2) is amended by adding the following sentence to the end of the provision:

"If an owner fails, after reasonable notice provided by the strata corporation to such owner, to maintain and repair such limited common property as required, the strata corporation may undertake such maintenance or effect such repairs, as applicable, at the sole cost of the owner. Notwithstanding the foregoing, the strata corporation shall be responsible for the maintenance and/or repair of any parking stall designated as limited common property."

2. There shall be added as Bylaw 2(3) and 2(4) the following:

"2(3) An owner must only permit licensed and qualified plumbers, electricians and other trades approved by the strata council to carry out electrical, plumbing or other work in a strata lot."

"2(4) An owner must ensure that any maintenance or alteration in a strata lot to the building security system or the fire sprinkler system will be carried out by the company retained by the strata corporation to maintain the security and/or fire system."

3. Bylaw 3 is amended by deleting Bylaws 3(3) and 3(4) and replacing them with the following:

"3(3) An owner, tenant, occupant, employee or visitor of a strata lot must not permit any Pet (as defined below) on the common property or on land which is a common asset unless such Pet is leashed and accompanied by an adult person; it will be the responsibility of the owner to pay for the cost of repair or clean up of any common property or common asset which is damaged, destroyed or soiled by the owner's Pet."

"3(4) An owner, tenant, occupant, employee or visitor of a strata lot must not keep any animals or pets (collectively, a "Pet") in or about the strata lot or the limited common property relating to such strata lot other than one or more of the following:

- (a) a reasonable number (as determined by the strata council from time to time) of fish or other small aquarium animals;
- (b) a reasonable number (as determined by the strata council from time to time) of small caged mammals or birds; or
- (c) a reasonable number (as determined by the strata council from time to time) of cats and dogs.”

4. Bylaw 3 is amended by the addition of the following subsections:

- “3(5) An owner, tenant, occupant, employee or visitor must not alter, supplement or remove the window coverings originally installed in the strata lot, except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style.”
- “3(6) An owner, tenant, occupant, employee or visitor must not place on the balcony or the strata lot bicycles, motorcycles, boxes, machinery, equipment, or in any way use the balcony as a storage area.”
- “3(7) An owner, tenant, occupant, employee or visitor must not hang or drape on the balcony of the strata lot laundry, clothing, rugs, towels, curtains or wall hangings.”
- “3(8) An owner, tenant, occupant, employee or visitor must not install or place on within the strata lot or any limited common property relating to such strata lot satellite dishes, antennae, transmitters, transponders, receivers or other telecommunications equipment.”
- “3(9) An owner, tenant, occupant, employee or visitor must not use or allow to be used any barbecues or similar cooking devices in or about any strata lot or limited common property relating to such strata lot, any balconies, terraces, patios, deck, or the common property of the strata corporation, other than on the balconies of those strata lots which are affixed with natural gas barbecue outlets.”
- “3(10) An owner, tenant, occupant, employee or visitor must not move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules passed by the strata council from time to time; under no circumstances will any owner, tenant or occupant of a strata lot use, or permit to be used, the lobby of the building for moving of furniture or furnishings, except during the hours, and on such conditions and subject to such fees as may be imposed by the strata council from time to time.”

5. Bylaw 5(2) is amended by adding the following sentence:

“Notwithstanding the foregoing, and without limiting the strata corporation’s right to withhold its approval for alterations to the strata lot or the common property, an owner wishing to conduct structural alterations or renovations to a strata lot must provide to the strata corporation, in connection with its application for approval, an engineering report which satisfies the strata corporation that any drilling into a concrete slab will not impair the structural integrity of the slab, and that no work will interfere with embedded cables, power or mechanical systems.”

6. Bylaw 7 shall be amended by adding the following as Bylaw 7(3):

“For greater certainty, the rights granted to the strata corporation under this Bylaw 7 shall include the right to use any balconies, decks or patios that have been designated as limited common property as a staging area for window washers and window washing equipment or to otherwise use such limited common property as may be necessary to properly operate all window washing equipment.”

7. Bylaw 23 is deleted in its entirety and replaced with the following:

“23(1) The strata corporation may fine an owner or tenant a maximum of:

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

23(2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.”

8. Bylaw 30 is deleted and replaced with the following:

“30. **PROMOTION**

- (1) During the time that the owner developer of the strata corporation is a first owner of any of the strata lots, it shall have the right to maintain any unit or units, whether owned or leased by it, as a display unit, and to carry on sales functions it considers necessary in order to enable it to sell the units and in this regard at the reasonable discretion of the owner developer, it may use the common property to conduct the sale or lease of strata lots in the strata plan.
- (2) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.”

9. The following bylaws are inserted to the Schedule of Standard Bylaws following Bylaw 30 to be added as Division 8 and as Bylaw 31 through 34:

“Division 8 – Miscellaneous Matters

31. **OPEN BALCONIES/PLANTERS/LANDSCAPED AREAS**

Owners of the strata lots which have open balconies, decks, patios or terraces will not place planters, landscaping or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, landscaping items or equipment (including, without limitation, landscaped areas and/or planters designated as limited common property and installed as part of the original development) will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. No strata lot owner within a landscaped area and/or planter designated as limited common property will change, alter or amend the plantings within such landscaped areas and/or planters without the written consent of the strata council.

32. **PERMIT ENTRY TO STRATA LOT**

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
 - (a) in an emergency, without notice, to prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and
 - (b) at a reasonable time, on a minimum of twenty-four (24) hours written notice:
 - (i) to inspect, maintain or repair common property or common assets; or
 - (ii) to ensure the *Strata Property Act* (British Columbia), as amended or replaced, or a bylaw is being complied with.
- (2) The notice referred to in Bylaw 32(1)(b) must include the date, the approximate time of entry and the reason for entry.
- (3) If authorization cannot be obtained then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

33. **BICYCLE STORAGE**

The strata council will, subject to the provisions of the *Strata Property Act* (British Columbia), as amended or replaced, be responsible for the orderly administration of the allocation and use of any common bicycle storage space to and by each owner. For purposes of this Bylaw 33, common bicycle storage space means any bicycle storage space which has not been designated as Limited Common Property for the exclusive use of a strata lot owner. Such administration may include, without limitation, issuance of keys or security passes and the licencing of the use of any such bicycle storage spaces, including charging fees to users if approved by resolution of the strata corporation.

34. **LEASING REQUIREMENTS**

An owner must:

- (a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the *Residential Tenancy Act* of British Columbia as amended or replaced); and
- (b) cause the tenant to execute a Form K - Notice of Tenant's Responsibilities as provided in the *Strata Property Act* (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the strata corporation with a copy thereof."

EXHIBIT “E”

Budget and Monthly Assessments

Residences at Hotel Georgia Proposed Budget

INCOME

Owner's Contributions	\$ 1,253,427.00
TOTAL INCOME	\$ 1,253,427.00

EXPENSES

Administration

Appraisal/Insurance	\$ 165,000.00
Audit	\$ 318.00
Bank Charges	\$ 120.00
Legal Fees	\$ 1,000.00
Miscellaneous	\$ 12,000.00
Total Administration	\$ 178,438.00

Recreation

Recreation Facilities/Amenities Servicing & Maintenance	\$ 93,600.00
Total Recreation	\$ 93,600.00

Utilities

Electricity	\$ 62,520.00
Gas	\$ 65,000.00
Water & Sewer	\$ 42,000.00
Total Utilities	\$ 169,520.00

Contracts

Cleaning & Janitorial	\$ 149,000.00
Compactor Lease	\$ 7,000.00
Concierge Services	\$ 300,000.00
Electrical Vault Maintenance	\$ 13,250.00
Elevator Maintenance	\$ 31,280.00
Emergency Generator Operation and Maintenance	\$ 4,000.00
Fire Protection System Maintenance	\$ 15,000.00
Garbage/Recycling	\$ 14,500.00
High Speed Internet/Electronic Concierge	\$ 7,000.00
HVAC	\$ 100,000.00
Mechanical	\$ 20,000.00
Property Management	\$ 39,432.00
Security System Lease	\$ 10,000.00
Total Contracts	\$ 710,462.00

Repairs & Maintenance

Building Envelope Inspection	\$ 10,850.00
Driveway Maintenance	\$ 7,400.00
Repairs & Maintenance	\$ 79,450.00
Roof Top Mechanical Maintenance	\$ 1,520.00
Snow Removal	\$ 1,900.00
Window Washing	\$ 30,600.00
Total Repairs & Maintenance	\$ 131,720.00

Contingency Reserve Fund - 5%

	\$ 64,187.00
TOTAL EXPENSES	\$ 1,347,927.00

RESIDENCES AT HOTEL GEORGIA - ESTIMATED STRATA FEES

STRATA LOT NUMBERS	UNIT ENTITLEMENT	CRF CONTRIBUTION	OPERATING EXP. CONTRIBUTION	TOTAL MONTHLY STRATA FEE
1	96	\$ 21.86	\$ 437.26	\$ 459.12
2	246	\$ 56.02	\$ 1,120.48	\$ 1,176.50
3	133	\$ 30.29	\$ 605.79	\$ 636.08
4	59	\$ 13.44	\$ 268.73	\$ 282.17
5	97	\$ 22.09	\$ 441.81	\$ 463.91
6	97	\$ 22.09	\$ 441.81	\$ 463.91
7	246	\$ 56.02	\$ 1,120.48	\$ 1,176.50
8	133	\$ 30.29	\$ 605.79	\$ 636.08
9	60	\$ 13.66	\$ 273.29	\$ 286.95
10	100	\$ 22.77	\$ 455.48	\$ 478.25
11	98	\$ 22.32	\$ 446.37	\$ 468.69
12	246	\$ 56.02	\$ 1,120.48	\$ 1,176.50
13	133	\$ 30.29	\$ 605.79	\$ 636.08
14	60	\$ 13.66	\$ 273.29	\$ 286.95
15	103	\$ 23.46	\$ 469.14	\$ 492.60
16	99	\$ 22.55	\$ 450.92	\$ 473.47
17	246	\$ 56.02	\$ 1,120.48	\$ 1,176.50
18	133	\$ 30.29	\$ 605.79	\$ 636.08
19	61	\$ 13.89	\$ 277.84	\$ 291.73
20	106	\$ 24.14	\$ 482.81	\$ 506.95
21	101	\$ 23.00	\$ 460.03	\$ 483.04
22	246	\$ 56.02	\$ 1,120.48	\$ 1,176.50
23	133	\$ 30.29	\$ 605.79	\$ 636.08
24	61	\$ 13.89	\$ 277.84	\$ 291.73
25	109	\$ 24.82	\$ 496.47	\$ 521.30
26	102	\$ 23.23	\$ 464.59	\$ 487.82
27	246	\$ 56.02	\$ 1,120.48	\$ 1,176.50
28	133	\$ 30.29	\$ 605.79	\$ 636.08
29	62	\$ 14.12	\$ 282.40	\$ 296.52
30	113	\$ 25.73	\$ 514.69	\$ 540.43
31	162	\$ 36.89	\$ 737.88	\$ 774.77
32	139	\$ 31.66	\$ 633.12	\$ 664.77
33	64	\$ 14.58	\$ 291.51	\$ 306.08
34	122	\$ 27.78	\$ 555.68	\$ 583.47
35	144	\$ 32.79	\$ 655.89	\$ 688.68
36	163	\$ 37.12	\$ 742.43	\$ 779.55
37	139	\$ 31.66	\$ 633.12	\$ 664.77
38	64	\$ 14.58	\$ 291.51	\$ 306.08
39	122	\$ 27.78	\$ 555.68	\$ 583.47
40	147	\$ 33.48	\$ 669.55	\$ 703.03
41	164	\$ 37.35	\$ 746.99	\$ 784.33
42	139	\$ 31.66	\$ 633.12	\$ 664.77
43	64	\$ 14.58	\$ 291.51	\$ 306.08
44	123	\$ 28.01	\$ 560.24	\$ 588.25
45	151	\$ 34.39	\$ 687.77	\$ 722.16
46	164	\$ 37.35	\$ 746.99	\$ 784.33
47	139	\$ 31.66	\$ 633.12	\$ 664.77
48	64	\$ 14.58	\$ 291.51	\$ 306.08
49	124	\$ 28.24	\$ 564.79	\$ 593.03

RESIDENCES AT HOTEL GEORGIA - ESTIMATED STRATA FEES

STRATA LOT NUMBERS	UNIT ENTITLEMENT	CRF CONTRIBUTION	OPERATING EXP. CONTRIBUTION	TOTAL MONTHLY STRATA FEE
50	154	\$ 35.07	\$ 701.44	\$ 736.51
51	165	\$ 37.58	\$ 751.54	\$ 789.12
52	139	\$ 31.66	\$ 633.12	\$ 664.77
53	64	\$ 14.58	\$ 291.51	\$ 306.08
54	124	\$ 28.24	\$ 564.79	\$ 593.03
55	158	\$ 35.98	\$ 719.66	\$ 755.64
56	165	\$ 37.58	\$ 751.54	\$ 789.12
57	139	\$ 31.66	\$ 633.12	\$ 664.77
58	64	\$ 14.58	\$ 291.51	\$ 306.08
59	125	\$ 28.47	\$ 569.35	\$ 597.82
60	162	\$ 36.89	\$ 737.88	\$ 774.77
61	166	\$ 37.80	\$ 756.10	\$ 793.90
62	139	\$ 31.66	\$ 633.12	\$ 664.77
63	64	\$ 14.58	\$ 291.51	\$ 306.08
64	126	\$ 28.70	\$ 573.90	\$ 602.60
65	166	\$ 37.80	\$ 756.10	\$ 793.90
66	166	\$ 37.80	\$ 756.10	\$ 793.90
67	139	\$ 31.66	\$ 633.12	\$ 664.77
68	64	\$ 14.58	\$ 291.51	\$ 306.08
69	126	\$ 28.70	\$ 573.90	\$ 602.60
70	169	\$ 38.49	\$ 769.76	\$ 808.25
71	167	\$ 38.03	\$ 760.65	\$ 798.68
72	139	\$ 31.66	\$ 633.12	\$ 664.77
73	64	\$ 14.58	\$ 291.51	\$ 306.08
74	127	\$ 28.92	\$ 578.46	\$ 607.38
75	173	\$ 39.40	\$ 787.98	\$ 827.38
76	168	\$ 38.26	\$ 765.20	\$ 803.46
77	139	\$ 31.66	\$ 633.12	\$ 664.77
78	64	\$ 14.58	\$ 291.51	\$ 306.08
79	128	\$ 29.15	\$ 583.01	\$ 612.16
80	177	\$ 40.31	\$ 806.20	\$ 846.51
81	168	\$ 38.26	\$ 765.20	\$ 803.46
82	139	\$ 31.66	\$ 633.12	\$ 664.77
83	64	\$ 14.58	\$ 291.51	\$ 306.08
84	128	\$ 29.15	\$ 583.01	\$ 612.16
85	181	\$ 41.22	\$ 824.42	\$ 865.64
86	169	\$ 38.49	\$ 769.76	\$ 808.25
87	103	\$ 23.46	\$ 469.14	\$ 492.60
88	64	\$ 14.58	\$ 291.51	\$ 306.08
89	129	\$ 29.38	\$ 587.57	\$ 616.95
90	185	\$ 42.13	\$ 842.64	\$ 884.77
91	169	\$ 38.49	\$ 769.76	\$ 808.25
92	139	\$ 31.66	\$ 633.12	\$ 664.77
93	64	\$ 14.58	\$ 291.51	\$ 306.08
94	130	\$ 29.61	\$ 592.12	\$ 621.73
95	189	\$ 43.04	\$ 860.86	\$ 903.90
96	170	\$ 38.72	\$ 774.31	\$ 813.03
97	139	\$ 31.66	\$ 633.12	\$ 664.77
98	64	\$ 14.58	\$ 291.51	\$ 306.08

RESIDENCES AT HOTEL GEORGIA - ESTIMATED STRATA FEES

STRATA LOT NUMBERS	UNIT ENTITLEMENT	CRF CONTRIBUTION	OPERATING EXP. CONTRIBUTION	TOTAL MONTHLY STRATA FEE
99	130	\$ 29.61	\$ 592.12	\$ 621.73
100	193	\$ 43.95	\$ 879.07	\$ 923.03
101	171	\$ 38.94	\$ 778.87	\$ 817.81
102	139	\$ 31.66	\$ 633.12	\$ 664.77
103	64	\$ 14.58	\$ 291.51	\$ 306.08
104	131	\$ 29.83	\$ 596.68	\$ 626.51
105	197	\$ 44.86	\$ 897.29	\$ 942.16
106	171	\$ 38.94	\$ 778.87	\$ 817.81
107	139	\$ 31.66	\$ 633.12	\$ 664.77
108	64	\$ 14.58	\$ 291.51	\$ 306.08
109	132	\$ 30.06	\$ 601.23	\$ 631.29
110	201	\$ 45.78	\$ 915.51	\$ 961.29
111	172	\$ 39.17	\$ 783.42	\$ 822.59
112	139	\$ 31.66	\$ 633.12	\$ 664.77
113	64	\$ 14.58	\$ 291.51	\$ 306.08
114	132	\$ 30.06	\$ 601.23	\$ 631.29
115	205	\$ 46.69	\$ 933.73	\$ 980.42
116	172	\$ 39.17	\$ 783.42	\$ 822.59
117	139	\$ 31.66	\$ 633.12	\$ 664.77
118	64	\$ 14.58	\$ 291.51	\$ 306.08
119	133	\$ 30.29	\$ 605.79	\$ 636.08
120	209	\$ 47.60	\$ 951.95	\$ 999.55
121	173	\$ 39.40	\$ 787.98	\$ 827.38
122	139	\$ 31.66	\$ 633.12	\$ 664.77
123	64	\$ 14.58	\$ 291.51	\$ 306.08
124	134	\$ 30.52	\$ 610.34	\$ 640.86
125	213	\$ 48.51	\$ 970.17	\$ 1,018.68
126	172	\$ 39.17	\$ 783.42	\$ 822.59
127	137	\$ 31.20	\$ 624.01	\$ 655.21
128	196	\$ 44.64	\$ 892.74	\$ 937.38
129	207	\$ 47.14	\$ 942.84	\$ 989.98
130	171	\$ 38.94	\$ 778.87	\$ 817.81
131	137	\$ 31.20	\$ 624.01	\$ 655.21
132	196	\$ 44.64	\$ 892.74	\$ 937.38
133	202	\$ 46.00	\$ 920.07	\$ 966.07
134	171	\$ 38.94	\$ 778.87	\$ 817.81
135	137	\$ 31.20	\$ 624.01	\$ 655.21
136	195	\$ 44.41	\$ 888.18	\$ 932.59
137	197	\$ 44.86	\$ 897.29	\$ 942.16
138	170	\$ 38.72	\$ 774.31	\$ 813.03
139	137	\$ 31.20	\$ 624.01	\$ 655.21
140	194	\$ 44.18	\$ 883.63	\$ 927.81
141	191	\$ 43.50	\$ 869.96	\$ 913.46
142	169	\$ 38.49	\$ 769.76	\$ 808.25
143	137	\$ 31.20	\$ 624.01	\$ 655.21
144	194	\$ 44.18	\$ 883.63	\$ 927.81
145	186	\$ 42.36	\$ 847.19	\$ 889.55
146	169	\$ 38.49	\$ 769.76	\$ 808.25
147	137	\$ 31.20	\$ 624.01	\$ 655.21

RESIDENCES AT HOTEL GEORGIA - ESTIMATED STRATA FEES

STRATA LOT NUMBERS	UNIT ENTITLEMENT	CRF CONTRIBUTION	OPERATING EXP. CONTRIBUTION	TOTAL MONTHLY STRATA FEE
148	193	\$ 43.95	\$ 879.07	\$ 923.03
149	181	\$ 41.22	\$ 824.42	\$ 865.64
150	351	\$ 79.94	\$ 1,598.73	\$ 1,678.67
151	325	\$ 74.02	\$ 1,480.31	\$ 1,554.32
152	345	\$ 78.57	\$ 1,571.40	\$ 1,649.97
153	325	\$ 74.02	\$ 1,480.31	\$ 1,554.32
154	339	\$ 77.20	\$ 1,544.07	\$ 1,621.28
155	324	\$ 73.79	\$ 1,475.75	\$ 1,549.54
156	638	\$ 145.30	\$ 2,905.96	\$ 3,051.25
Per Month	23487	\$ 5,348.92	\$ 106,978.33	\$ 112,327.25
		multiply by 12 months	multiply by 12 months	multiply by 12 months
Total Assessment Fees		\$ 64,187.00	\$ 1,283,740.00	\$ 1,347,927.00

EXHIBIT “F”

Rental Disclosure Statement

EXHIBIT "F"

Strata Property Act

FORM J

RENTAL DISCLOSURE STATEMENT

(Section 139)

Re: City of Vancouver
Parcel Identifier: 027-196-267
Parcel 1 Block 41 District Lot 541 Group 1 New Westminster District Plan BCP32307

1. The development described above includes 156 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 [<i>strata lot number as shown on strata plan</i>]	Date Rental Period Expires [<i>month, day, year</i>]
Nil	N/A

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 156 residential strata lots, as described below, until the date set out opposite each strata lot's description.

Description of Strata Lot [<i>strata lot number as shown on strata plan</i>]	Date Rental Period Expires [<i>month, day, year</i>]
Strata Lots 1-156	Rental period indefinite

4. There is no bylaw of the strata corporation that restricts the rental of strata lots.

Date: September ____, 2007

Signature of Owner/Developer

EXHIBIT “G”

Existing Encumbrances and Legal Notations

EXHIBIT “G”

Existing Encumbrances and Legal Notations

The capitalized terms defined in the Disclosure Statement and used in this Exhibit “G” shall have the meanings ascribed to such terms as provided in the Disclosure Statement.

Certain of the legal notations and encumbrances summarized below may not be required by the City once the Project has been completed and, as such, may be discharged and released from title to the Property.

Legal Notations registered against title to the Property:

1. Notice of Interest, Builders Lien Act (s.3(2)), BA564426. This is a notice that a lien filed under the *Builders Lien Act* (British Columbia) in respect of an improvement on the Property does not bind the registered owner in fee simple unless such improvement is undertaken at the express request of the registered owner.
2. The benefit of Easement BB513654. This Easement registered against title to adjacent lands located to the north of the Property permits the installation of undersurface anchor rods and the encroachment by overhead cranes and similar related works and encroachments in connection with the construction of the Project.
3. Notice of Heritage Revitalization Agreement BM139118. This legal notation relates to the heritage designation of the existing hotel building located on the Property and sets out the obligations of the owner of the Property to preserve, protect and restore certain heritage characteristics of the hotel building.
4. Heritage Designation By-Law, Vancouver Charter Section 593, see documents filed under numbers BJ91210 and BM148463, Notice of Heritage Revitalization Agreement, Vancouver Charter Section 592 and 601, see document filed under number BT254468. – These notations relate to the heritage designation of the existing hotel building located on the Property.
5. Personal Property Security Act Notice, see BX267316. This notice relates to the HSBC Security and will be discharged and released from title to the Property at the time the HSBC Security is released and discharged from title.

Charges, Liens and Interests registered against title to the Property:

1. Easement and Indemnity Agreement 348385M in favour of the City. This Easement in favour of the City is for purposes of a commercial crossing over the sidewalk and boulevard on Howe Street between West Georgia Street and Dunsmuir Street. Pursuant to this Easement, the owner of the Property agrees to indemnify the City from any expenses whatsoever arising from the maintenance of this commercial crossing.
2. Easement and Indemnity Agreement GB9846 in favour of the City. This Easement permits the owner of the Property to construct and maintain two fire escapes affixed to the Hotel which encroach onto the City lane by up to four (4) feet and obliges the owner of the Property to indemnify the City from and against all damages arising from any failure to comply with the terms of the Easement or arising or resulting from such encroachments.

3. Easement and Indemnity Agreement BL50367 in favour of the City. This Easement relates to a sidewalk cavity containing a decommissioned oil tank which encroaches under the City street and obliges the owner of the Property to indemnify the City from and against all damages arising from any failure to comply with the terms of the Easement or arising or resulting from the encroachment.
4. Statutory Right of Way BL50369 in favour of the City. This Statutory Right of Way grants to the City the right, easement and statutory right of way to enter upon those portions of the Property as the City Engineer considers necessary in order to inspect the decommissioned oil tank being the subject of Easement and Indemnity Agreement BL50367.
5. Equitable Charge BL50371 in favour of the City. This is an Equitable Charge in favour of the City over the Property for the payment of all sums due to the City relating to the decommissioned oil tank being the subject of Easement and Indemnity Agreement BL50367 and Statutory Right of Way BL50369 and any costs and expenses incurred by the City in connection with the repair and maintenance of such oil tank by the City if it is not carried out by the owner of the Property.
6. Covenant BM139119 in favour of the City. Pursuant to this Covenant, the owner of the Property covenants not to apply for an occupancy permit for any new tower constructed on the Property until the heritage rehabilitation of the heritage designated Hotel on the Property is completed in accordance with the agreements reached with the City.
7. Covenant BM139121 in favour of the City. This Covenant provides that if the heritage designated Hotel presently located on the Property is destroyed and the owner is not obliged to repair the heritage designated Hotel under the heritage revitalization agreements entered into with the City, the replacement building shall be of similar mass, height and proportions as the existing heritage designated Hotel and in substantially the same location as the existing heritage designated Hotel. The Covenant also provides that the exterior features of the replacement building shall be a reasonable facsimile of the existing heritage designated Hotel, including the spirit and detail of the existing building using modern materials.
8. Covenant BN172176 in favour of the City. Prior to being consolidated, the Property was comprised of two separate legal parcels, Lot F ("Lot F") and Lot G ("Lot G") of Block 41 District Lot 541 Group 1 New Westminster District Plan LMP42609. This Covenant was granted at the time of the subdivision creating Lot F and Lot G and provides that Lot F and Lot G will be considered together as one site for the purpose of development and zoning and with respect to the application of City bylaws. Since Lot F and Lot G have been consolidated to form the Property, it is expected that this Covenant BN172176 will be discharged and released from title to the Property.
9. Covenant BN172178 in favour of the City. The purpose of this Covenant was to provide that, prior to occupancy of any development on Lot F and Lot G (being developed as if it were a single site), the owner of Lot G must design, construct, finish and thereafter inspect, maintain and repair on Lot G no less than 144 motor vehicle parking spaces for the exclusive use and benefit of the owner of Lot F. Since the portion of the Property which was formerly Lot G and the portion of the Property which was formerly Lot F have been consolidated to form the Property, it is expected that this Covenant will be released and discharged from title to the Property.

10. Covenant BN172180 in favour of the City. The purpose of this Covenant was to oblige the owner of the existing Hotel located on the portion of the Property previously comprising Lot F to secure parking spaces in the event the parking spaces located on the portion of the Property previously comprising Lot G are no longer made available to the owner of Lot F. Since Lot F and Lot G have been consolidated to form the Property, it is expected that this Covenant will be released and discharged from title to the Property.
11. Statutory Right of Way BN172182 in favour of the City. The purpose of this Statutory Right of Way was to provide the City and its licensees the right of way at all times to enter, pass and be on the portion of the Property formerly known as Lot G for the purposes of parking a minimum of 144 motor vehicles in the parking spaces provided on Lot G. This Statutory Right of Way also provides for a grant by the City to the owner of the portion of the Property formerly known as Lot F and its users an irrevocable license to enjoy the benefits of the right of way granted to the City. Since the portion of the Property which was formerly Lot G and the portion of the Property which was formerly Lot F have been consolidated to form the Property, it is expected that this Statutory Right of Way will be released and discharged from title to the Property.
12. Covenant BN172188 in favour of the City. The purpose of this Covenant was to oblige the owners of Lot F and Lot G to make certain building services and equipment available to the other. Since Lot F and Lot G have now been consolidated to comprise the Property, it is expected that this Covenant will be discharged and released from title to the Property.
13. Covenant BN172190 in favour of the City. The purpose of this Covenant was to govern the use of existing improvements on that portion of the Property which was formerly Lot F. The Covenant provides that if by reason of any demolition of the improvements on the portion of the Property which was formerly Lot G, or by reason of construction of new improvements on the portion of the Property which was formerly Lot G, the spatial separation between the buildings on the portion of the Property which was formerly Lot F and the portion of the Property which was formerly Lot G does not comply with the requirements of the City, then the owner of the portion of the Property which was formerly Lot F will, upon being directed by the City, close and stop up all windows, doors and other openings on the North wall of any improvements on the portion of the Property which was formerly Lot F. Since the portion of the Property which was formerly Lot F and the portion of the Property which was formerly Lot G have been consolidated to form the Property, it is expected that this Covenant shall be released and discharged from title to the Property.
14. Covenant BT254469 in favour of the City. Pursuant to this Covenant the owner of the Property undertakes to complete the seismic upgrade of the heritage designated Hotel building located on the Property to meet current City bylaws relating to seismic requirements prior to the occupancy of any new improvements on the portion of the Property which was formerly Lot G. The Covenant also provides that the City may complete the seismic upgrade at the owner's expense if the owner does not do so in accordance with the terms of the Covenant.
15. Statutory Right of Way BT254471 in favour of the City. This Statutory Right of Way grants the City the right to enter and be upon the Property to undertake and complete the seismic upgrade of the heritage designated Hotel building located on the Property if such work is not completed by the owner of the Property in accordance with Covenant BT254469 described above at Paragraph 14.

16. Equitable Charge BT254473 in favour of the City. This is a charge over the Property for the payment of all sums due to the City relating to any seismic upgrade of the heritage designated Hotel building undertaken by the City if such work is not completed by the owner of the Property in accordance with Covenant BT254469 described above at Paragraph 14.
17. Easement and Indemnity Agreement BB66613 in favour of the City. This Easement permits the owner of the Property to keep and maintain certain above-grade portions of the existing heritage designated Hotel which encroach onto City property.
18. Statutory Right of Way BB66615 in favour of the City. This Statutory Right of Way grants to the City the right to enter upon those portions of the Property that the City Engineer considers necessary to inspect the encroachments referred to above at Paragraph 17 and to carry out any obligations of the owner of the Property that the owner of the Property fails to fulfill, observe or perform in connection with such encroachments.
19. Equitable Charge BB66617 in favour of the City. This is a charge over the Property securing payment to the City of all amounts due to the City pursuant to the charge agreement or pursuant to the City's encroachment bylaw.

EXHIBIT “H”

Offer to Purchase

EXHIBIT "H"

THE PRIVATE RESIDENCES AT HOTEL GEORGIA
VANCOUVER, BRITISH COLUMBIA
OFFER TO PURCHASE and AGREEMENT OF PURCHASE AND SALE

Strata Lot: _____
Suite No.: _____

Vendor: **GEORGIA PROPERTIES PARTNERSHIP**, 788 - 1199 West Hastings Street,
Vancouver, BC V6E 3T5

Purchaser: Full Name(s): _____
Address: _____
City: _____ Telephone (H): _____ (W): _____
Postal Code: _____ Fax (H): _____ (W): _____
SIN: _____ Email: _____
Country of Residence: _____
(for purposes of the *Income Tax Act* (Canada))

The Purchaser hereby offers and, if this offer is accepted by the Vendor, agrees to purchase from the Vendor the Strata Lot (the "Strata Lot") described below at the price and upon the terms set forth below, subject to the Permitted Encumbrances (as defined below in Section 8 of Schedule "A" of this Agreement).

1. **DESCRIPTION OF DEVELOPMENT AND STRATA LOT** The Strata Lot is the interior of the residential strata lot to be constructed in a residential condominium development known as The Private Residences at Hotel Georgia (the "Development") to be constructed on property located in Vancouver, British Columbia, presently legally described as Parcel Identifier: 027-196-267 Parcel 1 Block 41 District Lot 541 Group 1 New Westminster District Plan BCP32307 (the "Property"). The Property is held in trust by Hotel Georgia Development Ltd. (the "Registered Owner") for the Vendor.

The Property will be subdivided so as to create one or more air space parcels in the manner described in the Disclosure Statement. The development will be located within one such air space parcel described in the Disclosure Statement as the "Residential Parcel".

The Purchaser and the Vendor agree that the "Strata Lot" for purposes of this Offer to Purchase and Agreement of Purchase and Sale is the strata lot referred to as Strata Lot _____ on Exhibit "A" to the Disclosure Statement being Suite No. _____, the general location and approximate size of which Strata Lot being set out in the Disclosure Statement. The Purchaser hereby acknowledges that the Strata Lot is being constructed by the Vendor on the Property.

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2. **PURCHASE PRICE** The purchase price (the "Purchase Price") for the Strata Lot is \$_____, payable in lawful money of Canada. The Purchase Price does not include federal goods and services tax ("GST").
3. **INCLUSIONS** The Purchase Price will include the right to the exclusive use of one parking stall for the Strata Lot, to be allocated to the Purchaser as contemplated in the Disclosure Statement and located as determined by the Vendor.
4. **INITIAL DEPOSIT** A deposit equal to \$10,000.00 (the "Deposit") accompanies this offer, which Deposit the Vendor will acknowledge by accepting this offer. If the offer is not accepted, the Deposit will be returned.
5. **RESIDENCY STATUS** The Purchaser covenants and represents that the Purchaser is/is not [circle one] a resident of Canada for the purposes of the *Income Tax Act* of Canada.
6. **MATERIAL SELECTIONS** The Purchaser shall select the finishing package as noted in Section 38 of Schedule "A" of this Agreement.

SCHEDULES "A" AND "B" ATTACHED HERETO FORM AN INTEGRAL PART HEREOF. THE PURCHASER ACKNOWLEDGES THAT HE/SHE HAS READ ALL PARAGRAPHS AND SCHEDULES OF THIS AGREEMENT.

THE PURCHASER ACKNOWLEDGES THAT THE PURCHASER HAS RECEIVED A COPY OF THE DISCLOSURE STATEMENT FOR THE DEVELOPMENT AND HAS BEEN GIVEN A REASONABLE OPPORTUNITY TO READ THE DISCLOSURE STATEMENT, INCLUDING EACH EXHIBIT AND EVERY AMENDMENT THERETO, IF ANY, FILED UP TO THE DATE HEREOF (COLLECTIVELY, THE "DISCLOSURE STATEMENT") AND THE EXECUTION BY THE PURCHASER OF THIS AGREEMENT SHALL CONSTITUTE A RECEIPT IN RESPECT THEREOF. The terms of this Agreement along with the provisions of the Disclosure Statement are the terms under which the Strata Lot is being sold and purchased.

This offer shall be open for acceptance by the Vendor on or before 5:00 p.m., Vancouver time, on _____, 200__ and upon acceptance by the Vendor signing a copy of this Offer, there shall be a binding agreement of sale and purchase of the Strata Lot for the Purchase Price, on the terms and subject to the conditions set out herein.

DATED this _____ day of _____, 200__.

Witness:

Purchaser

Witness:

Purchaser

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VENDOR'S ACCEPTANCE

This Offer to Purchase is accepted by the Vendor this _____ day of _____, 200____
(the "Acceptance Date").

**GEORGIA PROPERTIES PARTNERSHIP,
by its managing partner,
0729909 B.C. LTD.**

Per: _____
Authorized Signatory

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SCHEDULE "A"
ADDITIONAL TERMS AND CONDITIONS

1. **ADDITIONAL DEPOSITS** The Deposit will be increased as follows:
 - (a) by \$_____, an amount equal to 10% of the Purchase Price, less \$10,000.00 (resulting in a total deposit of 10% of the Purchase Price), within five (5) business days of the Acceptance Date; and
 - (b) by \$_____, an amount equal to 10% of the Purchase Price (resulting in a total deposit of 20% of the Purchase Price), upon the date which is the later of:
 - (i) five (5) business days after delivery of the Amendment (as defined in section 21 hereof); and
 - (ii) one hundred and eighty (180) days after the Acceptance Date; and
 - (c) by \$_____, an amount equal to 5% of the Purchase Price (resulting in a total deposit of 25% of the Purchase Price), within one hundred and eighty (180) days after the Second Deposit is due pursuant to Subsection 1(b) above.
2. **DEPOSIT-HOLDER** All deposit payments will be made by **certified cheque or bank draft or wire transfer**. Subject to Section 3 below, the Deposit shall be held in trust at a Canadian chartered bank in Vancouver, B.C. by the Vendor's solicitors, Parolin & Company (the "Vendor's Solicitors"), in an interest bearing trust account until completion of the purchase and sale of the Strata Lot, or earlier termination, pursuant to the *Real Estate Development Marketing Act* of British Columbia, and:
 - (a) except as provided in Sections 3 and 20 hereof, and subject to the Purchaser completing the purchase on the Completion Date (as defined below), all interest earned shall be for the benefit of the Purchaser; and
 - (b) the Deposit shall be paid to the Vendor on the Completion Date upon the completion of the purchase and sale of the Strata Lot.
3. **RELEASE OF DEPOSIT** If, prior to the completion of the transaction herein contemplated, the Vendor has complied with all of the requirements set out in Section 19 of the *Real Estate Development Marketing Act* in respect of a developer's use of deposits, as defined therein, the Vendor shall be entitled without any further authorization or consent of the Purchaser to the release to it of all or any portion of the Deposit and in such case the Purchaser does hereby irrevocably authorize and direct the Vendor's Solicitors to release to the Vendor so much of the Deposit as requested by the Vendor and is permissible at law.
4. **COMPLETION** The completion of the purchase and sale of the Strata Lot shall take place on a date (the "Completion Date") to be specified by the Vendor which is not less than ten (10) business days after the Vendor or the Vendor's Solicitors notifies the Purchaser or the Purchaser's solicitor that:

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- (a) the City of Vancouver has given or is expected to give permission to occupy the Strata Lot; and
- (b) the Strata Plan in respect of the Development has been or is expected to be fully registered in the Vancouver/New Westminster Land Title Office prior to the Completion Date.

Permission to occupy the Strata Lot for the purposes of this Section 4 means the initial permission given by the City of Vancouver to occupy the Strata Lot whether such permission is temporary, conditional or final and is intended to refer to the occupation of the Strata Lot only and not any other strata lots in the Development or the common property within the Development. In the event any such permission is temporary or conditional, the Vendor will provide the Purchaser with the final occupancy permit issued by the City of Vancouver for the Strata Lot or the Development as soon as is reasonably practicable. The notice of the Completion Date delivered by the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's solicitor may be based on the Vendor's estimate as to when the City of Vancouver is expected to give permission to occupy the Strata Lot and the Strata Plan in respect of the Development is expected to be fully registered in the Vancouver/New Westminster Land Title Office. If the City of Vancouver has not given permission to occupy the Strata Lot, and the Strata Plan in respect of the Development has not been fully registered, on the Completion Date so specified by the Vendor, then the Vendor may delay the Completion Date from time to time as required, by notice of such delay to the Purchaser or the Purchaser's solicitor, but any such delay will not exceed, in the aggregate, ninety (90) days from the date of the originally specified Completion Date.

5. **PURCHASER'S TERMINATION OPTION** Subject to Section 7 and the last sentence of this Section 5, if the Vendor or the Vendor's Solicitors has not provided notice specifying the Completion Date by September 30, 2012 (the "Purchaser's Termination Option Date"), the Purchaser will have the right to cancel this Agreement by giving ten (10) business days written notice to the Vendor, provided such notice is received by the Vendor no later than fourteen (14) days following the Purchaser's Termination Option Date. If the Purchaser exercises this right to terminate the Agreement, this Agreement will terminate at the end of the ten (10) business day notice period, the Deposit and interest will be returned to the Purchaser and neither party will have any further obligation to the other. Notwithstanding the foregoing, the Vendor may, at its option, exercisable by notice to the Purchaser or the Purchaser's solicitor or notary, and in addition to any extension period referred to in Section 7 below and whether or not any delay described in Section 7 below has occurred, elect to extend the Purchaser's Termination Option Date from time to time, but in any event, for not more than an aggregate of two hundred and seventy (270) days.

6. **VENDOR'S TERMINATION OPTION** Notwithstanding any provision of this Agreement, if by May 31, 2008 (the "Vendor's Termination Option Date"), the construction of the Development has not commenced, the Vendor will have the right to cancel this Agreement by giving ten (10) business days written notice to the Purchaser or the Purchaser's solicitor or notary, provided that such notice is given within sixty (60) days of the Vendor's Termination Option Date. For purposes of this Section 6, demolition and excavation will be deemed not to comprise commencement of the construction of the Development. For purposes of this Section 6, the construction of the Development will be deemed to have commenced once the pouring of the concrete for the foundation of the tower comprising the Development has commenced. If the Vendor exercises this right to terminate the

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Agreement, this Agreement will terminate at the end of the ten (10) business day notice period, the Deposit and interest will be returned to the Purchaser and neither party will have any further obligation to the other.

7. **DELAY** If the Vendor is delayed from completing the Strata Lot, depositing the Strata Plan for the Development in the Land Title Office or in doing anything the Vendor is required to do hereunder as a result of fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour materials or equipment, flood, act of God, delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, unforeseen geotechnical conditions, climatic conditions, acts or omissions of third parties, interference of the Purchaser, or any other event beyond the control of the Vendor, then the time within which the Vendor must do anything hereunder, and the Purchaser's Termination Option Date, will be extended for a period equivalent to such period of delay.
8. **INFORMATION PACKAGE AND CLOSING PROCEDURE** The Vendor's Solicitors will provide to the solicitor or notary for the Purchaser an information package setting out pertinent information respecting the matters required to be attended to by the Purchaser for the completion of the purchase of the Strata Lot. The Purchaser will cause the Purchaser's solicitor or notary to prepare and deliver to the Vendor for execution at least five (5) business days prior to the Completion Date, a Freehold Transfer in Form A under the *Land Title Act* of British Columbia in respect of the Strata Lot (the "Transfer"), a Vendor's statement of adjustments prepared in accordance with the Agreement and based on the information and directions as set out in the information package. The Vendor and the Registered Owner shall not be required to execute and deliver any other documents in connection with the completion of the purchase and sale of the Strata Lot other than the Transfer and the Vendor's statement of adjustments and, without limiting the generality of the foregoing, shall not be required to execute and deliver any resolutions, certificates or declarations of any type. The Vendor will deliver the Transfer, duly executed by the Registered Owner and in registrable form, and the Vendor's statement of adjustments approved by the Vendor, duly executed by the Vendor, to the Purchaser's solicitor or notary on or prior to the Completion Date on the condition that forthwith upon the Purchaser's solicitor or notary obtaining a post registration index search from the Vancouver/New Westminster Land Title Office indicating that in the ordinary course of Land Title Office procedure the Purchaser will become the registered owner of the Strata Lot subject only to subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other disposition from the Crown, registered or pending restrictive covenants and rights of way in favour of public utilities and public authorities, the encumbrances contemplated by or referred to in the Disclosure Statement (collectively, the "Permitted Encumbrances"), the encumbrances contemplated by Section 10 below, and any encumbrances relating to any financing arranged by the Purchaser, the Purchaser's solicitor or notary will cause the balance of the Purchase Price due on the Completion Date (the "Funds") to be paid to the Vendor's Solicitors by way of a **certified cheque or bank draft or wire transfer**. The Purchaser will ensure that the Funds will be available to the Vendor's Solicitor not later than 3:00 pm (Vancouver time) on the Completion Date.
9. **ACCEPTANCE OF TRANSFER** The Purchaser hereby agrees to accept the Transfer executed by the Registered Owner.

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10. **VENDOR'S FINANCING AND BUILDERS' LIEN CLAIMS** The Transfer may be subject to the encumbrances relating to the Vendor's financing and any builders lien claims provided the Vendor's Solicitors undertake to clear title of all such encumbrances within a reasonable period of time after receiving the Funds. The Purchaser acknowledges that encumbrances relating to 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 encumbrances relating to its financing will be discharged entirely.
11. **PURCHASER'S MORTGAGE** 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 Vancouver/New Westminster Land Title Office, 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;
 - (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and
 - (c) made available to the Vendor, a lawyer's or notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.
12. **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") shall be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback shall be held in trust pursuant to the *Strata Property Act* and *Builders' Lien Act* of British Columbia (or successor statutes) solely in respect of lien claims made against the Strata Lot and registered in the Vancouver/New Westminster Land Title Office in connection with work done or materials supplied 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, on the earlier of the date on which the time for filing a claim under the *Builders' Lien Act* of British Columbia (or successor statutes) expires and the 56th day the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or his or her solicitor or notary notifies the Vendor's Solicitors in writing by 2:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect thereto including payment of funds into court if desired by the Vendor.
13. **ADJUSTMENTS** The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments and maintenance fees of 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 shall be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, then:

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- (a) if levied in respect of the Residential Parcel, the portion thereof which shall be allocated to the Strata Lot shall be determined by prorating the total amount among all of the strata lots in the Development on the basis of the applicable unit entitlement in each case; and
- (b) if levied in respect of the Property as a whole, the Vendor shall in its sole discretion allocate such taxes, rates or assessments between the Residential Parcel and the remainder of the Property, and such allocation made by the Vendor shall be deemed to be conclusive as between the Vendor and the Purchaser, and the amount applicable to the Strata Lot will be prorated in the manner described at paragraph (a) above.
14. **COSTS** The Purchaser will pay all costs (including legal fees, property transfer tax as required under the *Property Transfer Tax Act* of British Columbia and all GST and any social services tax payable in respect of any personal property included in the Purchase Price) in connection with the completion of the transaction contemplated by this Agreement other than costs of the Vendor incurred in clearing title to the Strata Lot.
15. **POSSESSION** 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 vacant possession of the Strata Lot not earlier than 12:01 p.m. (Vancouver time) on the day following the Completion Date.
16. **RISK** The Strata Lot is to be at the risk of the Vendor until 12:01 a.m. (Vancouver time) on the Completion Date, and thereafter at the risk of the Purchaser and, in the event of loss or damage to the Strata Lot deemed material by the Vendor and occurring before such time by reason of fire, tempest, lightning, earthquake, flood, act of God or explosion which is not repaired prior to the Completion Date, either party may, at its option, by written notice to the other party cancel this Agreement and thereupon the Purchaser will be entitled to repayment of the Deposit together with all interest accrued thereon and neither the Vendor nor the Purchaser shall have any further obligation hereunder. If neither party elects to cancel this Agreement, the Purchaser will complete the purchase on the Completion Date and shall be entitled to an assignment of insurance proceeds in respect of the material loss or damage to the Strata Lot, if any, not applied by the Vendor or the insurer to the cost of repairs. All other remedies and claims of the Purchaser in the event of such damage are hereby waived.
17. **INSURANCE** The Vendor will, until and including the day preceding the Completion Date, cause the Strata Lot to be insured by insurance coverage against such risks and to such limits as, in the sole opinion of the Vendor, are reasonable.
18. **INSPECTION** The Purchaser, or a representative, and the Vendor, or a representative, shall inspect the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies shall be prepared. The parties or their representatives shall sign the list and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the listed corrections. The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this inspection prior to the Completion Date, except with the express written authorization of the Vendor. If the Purchaser fails

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to inspect the Strata Lot as required, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development shall settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect shall be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such shall not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there shall be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date.

19. **ACCESS** Except as expressly contemplated by Section 18 above, in order to ensure compliance with the Vendor's safety guidelines for the construction site, neither the Purchaser nor the Purchaser's agents or representatives will under any circumstances be permitted to inspect the Strata Lot or to enter the construction site prior to the Completion Date.
20. **CANCELLATION RIGHTS** 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 when due, then the Vendor may at its option:
- (a) cancel this Agreement by written notice to the Purchaser and in such event the amount theretofore paid by the Purchaser and all accrued interest shall be absolutely forfeited to the Vendor as liquidated damages (the Vendor and Purchaser hereby agreeing that such amount constitutes a genuine pre-estimate of the damages which the Vendor will suffer as a consequence of the Purchaser's default) and the Vendor shall be entitled to be paid such amount upon written demand therefor by the Vendor. The Purchaser agrees that the Vendor will be entitled absolutely to any deposit and all accrued interest and hereby irrevocably appoints the Vendor as its agent to advise the deposit-holder to pay the sum forfeited to the Vendor; or
 - (b) elect to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 18% per annum from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Vendor may so cancel this Agreement at any time after such default by the Purchaser, even if the Vendor has previously elected to complete the transaction.

21. **AMENDMENT TO DISCLOSURE STATEMENT** The Vendor acknowledges its obligation to deliver to the Purchaser an amendment to the Disclosure Statement or a restatement of the Disclosure Statement (the "Amendment") setting out particulars of the issued building permit for the Development and the particulars of a financing commitment for the Development. The Vendor agrees that this Agreement is terminable at the option of the Purchaser for a period of seven (7) days after receipt of the Amendment if the layout or size of the Strata Lot, construction of a major common facility, or the general layout of the Development, is materially changed by the issuance of the

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building permit. The Vendor also agrees that if the Amendment is not received by the Purchaser within twelve (12) months after the filing of the Disclosure Statement, the Purchaser may at his or her option cancel this Agreement at any time after the end of that 12 month period until the Amendment is received by the Purchaser. If the Purchaser elects to terminate this Agreement as aforesaid then the Purchaser will be entitled to repayment of the Deposit together with all interest accrued thereon forthwith after providing notice of termination to the Vendor and there will be no further obligations as between the Vendor and the Purchaser.

22. **PURCHASER'S ACKNOWLEDGEMENTS** The Purchaser by the execution of this Agreement acknowledges and agrees that:

- (a) the actual size and dimensions of the Strata Lot will vary somewhat from what is depicted on the draft Strata Plan attached as Exhibit "A" to the Disclosure Statement and the architectural plans and specifications. The areas, dimensions, lot lines and location of the Strata Lot set out on the draft Strata Plan, and in sales brochures, advertisements, websites or other marketing materials, are provided for information purposes only and are not represented as being the actual final areas, dimensions, lot lines or location of the Strata Lot. The Vendor reserves the right to and may make, from time to time, modifications to the Vendor's plans, specifications, proposed materials or features in, to or for the Development, including without limitation, modifications to the siting of the Strata Lot, the numbering of the Strata Lot and the layout, area and the floor plans of the Strata Lot, and use alternative materials, all as are desirable and reasonable in the opinion of the Developer or its architects, and the Purchaser acknowledges and agrees that the plans, specifications, materials, features and designs as may be illustrated or reflected in any sales material, models, display suites, etc. shown to the Purchaser are for illustration purposes only and are not a representation of the Vendor, are not to be relied on by the Purchaser and do not form a collateral obligation of the Vendor;
- (b) this Agreement shall remain in full force and effect notwithstanding that the building plans and specifications (including without limitation features, design, materials, layout, location, size and number of windows and doors and common facilities) may be varied by the Vendor, as deemed desirable and reasonable in the sole opinion of the Vendor and/or the Vendor's architects, or as may be required by any authorities having jurisdiction in respect thereof between the date of this Agreement and the Completion Date, and that in any such event the Purchaser shall have absolutely no claim or cause of action against the Vendor;
- (c) should certain materials not be available to the Vendor for installation in time for the Vendor's scheduled installation date, the Vendor reserves the right to select substitute materials of equal or better grade, at the Vendor's discretion;
- (d) the Purchaser is aware that the monthly strata corporation assessment as set out in Exhibit "E" to the Disclosure Statement is an estimate only;
- (e) the Vendor's display centre and the displays and representations of the display centre are representative of the general finishing and design style of the Development only. Actual design, specifications, materials, finishing, features, room dimensions, room configurations and layouts may vary;

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- (f) models, images and view representations in the Vendor's display centre, including any display centre mockups, and in the marketing materials, advertisements and websites for the Development are not actual and are intended only to convey the general character of the Development and of the neighbourhood in which the Development will be situate and the general view outlooks that may be available from various locations within the completed Development. View representations cannot be relied upon to be representative of actual views available from any perspective within the completed Development;
- (g) the Vendor makes no representation or warranty that the Hotel Component (as defined in the Disclosure Statement) will be managed by an entity within the Valencia Group at the time of the completion of the transaction contemplated by this Agreement, nor does the Vendor make any representation or warranty that the management of the Hotel Component will not change, one or more times, in the future following the completion of the transaction contemplated by this Agreement; and
- (h) neither the Purchaser nor the strata corporation for the Development will be entitled to any rights of any kind in connection with the use of any name and any marks relating to the Hotel Component, including without limitation any rights in the names and logos "The Hotel Georgia" and "Valencia", and any names incorporating same, and any related marks and logos.

23. **AREA OF THE STRATA LOT** If the area of the Strata Lot is more than 3% smaller than indicated for the Strata Lot in the Disclosure Statement, when measured in the same manner as provided therein, the Purchase Price will be reduced by an amount determined under the formula:

$$R = (.97 - A/P) \times \text{the Purchase Price}$$

where:

R = the amount of the reduction of the Purchase Price in accordance with this Section 23;

A = the actual area of the Strata Lot when measured in the same manner as provided in the Disclosure Statement; and

P = the area of the Strata Lot as indicated in the Disclosure Statement.

If the Strata Lot is smaller by more than 10% than indicated for the Strata Lot in the Disclosure Statement, then the Purchaser may, by written notice to the Vendor, elect to have the Purchase Price adjusted as aforesaid or cancel this Agreement. If the Purchaser elects to cancel the Agreement, the Deposit and any interest accrued thereon will be paid to the Purchaser and there will be no further obligations as between the Vendor and the Purchaser. If the Purchaser elects to complete the purchase of the Strata Lot, the Purchaser will have no claim against the Vendor other than for adjustment to the Purchase Price as aforesaid.

24. **NOTICES** Any notice to be given to the Purchaser will be well and sufficiently given if deposited in any post office in Vancouver, British Columbia, postage prepaid addressed or delivered by hand to the Purchaser's solicitor or notary at his or her office or the Purchaser at the Purchaser's address as set out above, or to such other address as the Purchaser may have last notified the Vendor in writing, and

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shall be deemed to have been received if delivered, when delivered, and if mailed, on the fourth business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing.

25. **TENDER** Any tender of documents or money under this Agreement may be made upon the solicitor or notary acting for the party upon whom tender is desired and it shall be sufficient that a negotiable certified cheque or bank draft drawn on a Canadian chartered bank is tendered instead of cash.
26. **NO ASSIGNMENT BY PURCHASER** Subject to Sections 27 and 28 below, the Purchaser will not sell or assign its rights, benefits and obligations under this Agreement.
27. **ASSIGNMENT TO RELATED INDIVIDUAL** The Purchaser may assign its rights, benefits and obligations under the Agreement to a Related Individual or Individuals provided that:
- (a) if the Vendor receives notices of the assignment more than forty-eight (48) hours after acceptance of this Agreement by the Vendor, an administrative fee equal to \$1,000.00 plus GST is paid by the Purchaser to the Vendor; and
 - (b) the Related Individual and the Purchaser enter into an assignment agreement and a consent agreement, the forms of which are to be obtained from the Vendor, wherein:
 - (i) the Related Individual agrees to assume all the obligations of the Purchaser under this Agreement;
 - (ii) the Deposit is assigned to and deemed to belong to the Related Individual as if the Deposit was paid by the Related Individual to the Vendor under this Agreement; and
 - (iii) the Related Individual has confirmed receipt, and the opportunity to read, the Disclosure Statement and each amendment thereto;and a copy of each agreement is delivered to the Vendor.
 - (c) For the purposes of this Agreement, "Related Individual" means:
 - (i) a child, grandchild, parent or grandparent of the Purchaser;
 - (ii) a spouse of the Purchaser or any one of the individuals described in paragraph (i) above; or
 - (iii) a company in which the Purchaser or any of the individuals described in paragraphs (i) or (ii) above has a controlling interest.
28. **ASSIGNMENT TO THIRD PARTY** The Purchaser hereby agrees that the Purchaser will not assign its rights, benefits and obligations under the Agreement without the prior written consent of the Vendor, which consent may be arbitrarily withheld in the Vendor's sole discretion, until the Purchaser has received written notice from the Vendor that every strata lot in the Development has been sold.

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Following receipt of such notice, the Purchaser may assign its rights, benefits and obligations under the Agreement to a person other than a Related Individual (the "Third Party") provided that:

- (a) an assignment fee equal to one and one-half percent (1.5%) of the Purchase Price plus GST is paid by the Purchaser to the Vendor;
- (b) an administrative fee equal to \$1,000.00 plus GST is paid by the Purchaser to the Vendor; and
- (c) the Third Party and the Purchaser enter into an assignment agreement and a consent agreement, the forms of which are to be obtained from the Vendor, wherein:
 - (i) the Third Party agrees to assume all the obligations of the Purchaser under the Agreement;
 - (ii) the Deposit is assigned to and deemed to belong to the Third Party as if the Deposit was paid by the Third Party to the Vendor under this Agreement; and
 - (iii) the Third Party has confirmed receipt, and the opportunity to read, the Disclosure Statement and each amendment thereto;

and a copy of each agreement is delivered to the Vendor.

The Purchaser hereby covenants and agrees that it will not advertise or solicit offers from the public or list the Strata Lot on any listing service, including any multiple listing service, with respect to any resale of the Purchaser's interest in the Strata Lot prior to the Completion Date without the prior written consent of the Vendor, which consent may be refused by the Vendor in the Vendor's sole discretion.

The Purchaser hereby agrees to obtain their own legal, tax and accounting advice in respect of entering into such assignment and shall provide the Vendor with any documentation reasonably required by the Vendor.

29. **LIABILITY OF PURCHASER** In the event of an assignment in accordance with either Section 27 or 28, the Purchaser will remain fully liable under the Agreement and such assignment will not in any way relieve the Purchaser of its obligations under this Agreement.
30. **ASSIGNMENT BY VENDOR** The Vendor will be entitled to sell and/or assign its rights, benefits and/or obligations under this Agreement without the consent of the Purchaser. In such case, the Purchaser acknowledges and confirms that:
- (a) the new developer will be the assignee of the Vendor; and
 - (b) other entities involved in the development of the Development may sell and/or assign their interest in the Development.

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31. **CONTRACTUAL RIGHTS ONLY** This offer and the agreement which results from its acceptance creates contractual rights only and not any interest in land, and the Purchaser hereby acknowledges and agrees that the Purchaser shall not under any circumstances be entitled or become entitled to register any charge, encumbrance or notice against title to the Property or the Strata Lot in respect of or pertaining to this Agreement or the Strata Lot including, without limitation, a certificate of pending litigation.
32. **COMMISSIONS** In the event that the Purchaser does not complete the purchase and sale of the Strata Lot on the Completion Date, the Purchaser hereby irrevocably authorizes the Vendor to deduct from the Deposit the amount of the pre-paid commission paid by the Vendor to the Purchaser's real estate agent, plus all legal fees and administrative costs related to the failure of the Purchaser to complete.
33. **ENUREMENT** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
34. **FURTHER ASSURANCES** The parties hereto shall do all further acts and things and execute all such further assurances as may be necessary to give full effect to the intent and meaning of this Agreement.
35. **GOVERNANCE** This contract shall be governed and construed in accordance with the laws of the Province of British Columbia. The Purchaser hereby irrevocably agrees to attorn to the jurisdiction of the Province of British Columbia in respect of any and all matters pertaining to or connected with this Agreement or the Strata Lot.
36. **SURVIVAL** The rights and obligations of the parties contained herein and in the Disclosure Statement will continue and will not be merged with the completion of the sale and purchase of the Strata Lot on the Completion Date.
37. **CONSTRUCTION** All words in this Agreement will be read and construed in the singular, plural, masculine, feminine or body corporate, as the context may require. Where there is more than one Purchaser, the obligations of the Purchaser under and pursuant to this Agreement shall be joint and several obligations of each.
38. **COLOUR SCHEME/FINISHING MATERIAL PACKAGE** The Purchase Price includes the installation of the standard colour scheme and finishing material package selected by the Purchaser as set out in Schedule "B" hereto. If the Purchaser does not select one of the two colour schemes and finishing material packages set out in Schedule B upon execution of this Offer to Purchase and Agreement of Sale, the Purchaser will, on or before that date which is seven (7) days after the Acceptance Date, advise the Vendor in writing as to which of the two standard colour schemes and finishing material packages the Purchaser has selected, failing which, the Vendor will select one of the two standard colour scheme and finishing material packages and will advise the Purchaser as to the Vendor's selection. The Developer reserves the right and may make changes in and to the features, design and specification of the standard finishing material package and may use alternative materials of equal or better quality, all as are desirable and reasonable in the opinion of the Developer or its architects.

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39. **EXECUTION AND ADDENDUMS** This Agreement may be executed and delivered in one or more counterparts or facsimile counterparts. Any Addendum to this Agreement, if completed and signed by both the Purchaser and the Vendor, forms a part of this Agreement.
40. **ENTIRE AGREEMENT** This Agreement shall constitute the entire agreement between the Vendor and the Purchaser and there are no representations, warranties, conditions, guarantees, promises, agreements or previous statements made by any person or agent (including, without limitation, arising out of marketing materials, sales brochures, displays, photographs, drawings or any other materials provided to or viewed by the Purchaser) other than those contained in this Agreement and the Disclosure Statement. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

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SCHEDULE “B”

COLOUR SCHEME/FINISHING MATERIAL PACKAGE

Selection pursuant to Section 38 of this Agreement:

Purchaser hereby chooses the following colour scheme and finishing material package for the Strata Lot, which the Vendor will provide at no additional cost (pick one selection only):

- ☐ Scheme 1 – Light Colour Palette and corresponding finishing material package
- ☐ Scheme 2 – Dark Colour Palette and corresponding finishing material package

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THE PRIVATE RESIDENCES AT HOTEL GEORGIA

HARDWOOD FLOORING TO BEDROOMS – PURCHASER UPGRADE ADDENDUM

To the Agreement of Purchase and Sale (the “Agreement”) dated the ____ day of _____, 20____ between Georgia Properties Partnership (the “Vendor”) and _____ (the “Purchaser”) in respect of proposed Strata Lot _____, (the “Strata Lot”), Suite No. _____, in the development known as “The Private Residences at Hotel Georgia” to be constructed on lands presently located at 669 Howe Street, in the City of Vancouver, Province of British Columbia.

Further to the Agreement, the undersigned hereby agree as follows:

HARDWOOD FLOORING TO BEDROOM(S) – PURCHASER UPGRADE

1. The Purchaser hereby confirms his/her agreement to acquire the “Hardwood Flooring to Bedroom(s) – Purchaser Upgrade” and requests that the Vendor install hardwood flooring in the bedroom(s) of the Strata Lot, and the Vendor hereby agrees to do so pursuant to the terms set out in this Addendum.

CORRESPONDING INCREASE TO PURCHASE PRICE

2. As a result of the Purchaser’s upgrade described above at Section 1 of this Addendum, the Purchase Price set out in the Agreement shall be increased by the amount set out adjacent to the applicable suite type of the Strata Lot on the attached Schedule A to this Addendum. For greater certainty:
 - (a) the Strata Lot is Suite Type _____; and
 - (b) the Purchase Price is hereby increased by \$_____, excluding GST.

GEORGIA PROPERTIES PARTNERSHIP,
by its Managing Partner, **0729909 B.C. Ltd.**

Per: _____
Authorized Signatory

Dated: _____

Purchaser

Dated: _____

Purchaser

Dated: _____

SCHEDULE A

SUITE TYPES AND CORRESPONDING INCREASES TO PURCHASE PRICE

SUITE TYPE	INCREASE TO PURCHASE PRICE
Suite Type A	\$21,789.00, excluding GST
Suite Type B	\$6,577.00, excluding GST
Suite Type C	\$3,246.00, excluding GST
Suite Type D	\$6,887.00, excluding GST
Suite Type F	\$10,752.00, excluding GST
Suite Type F2	\$5,478.00, excluding GST
Suite Type H	\$11,696.00, excluding GST
Suite Type I	\$8,036.00, excluding GST
Suite Type I2	\$6,824.00, excluding GST
Suite Type J	\$13,592.00, excluding GST
Suite Type K	\$17,724.00, excluding GST
Suite Type L	\$28,397.00, excluding GST
Suite Type M	\$29,696.00, excluding GST