

# ROWE

## FINAL AMENDMENT TO DISCLOSURE STATEMENT

### REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA

This disclosure statement relates to an offering by Bosa Properties (West 49th Ave-B) Inc. (the “**Beneficial Owner**”) and Bosa Properties (West 49th Ave) Inc. (the “**Registered Owner**” and, together with the Beneficial Owner, the “**Developer**”) for the sale of proposed strata lots in a development known as “ROWE” (the “**Development**”) to be constructed on certain lands located at 749-815 West 49<sup>th</sup> Avenue, Vancouver, British Columbia.

#### **DEVELOPER**

Name of each party of which the Developer is comprised:	Bosa Properties (West 49th Ave-B) Inc. and Bosa Properties (West 49th Ave) Inc.
Business address and address for service of each party comprising the Developer:	1100 – 838 West Hastings Street, Vancouver, BC, V6C 0A6

#### **BROKERAGE OF DEVELOPER**

Name:	Bosa Properties Realty Inc.
Business Address:	1100 – 838 West Hastings Street, Vancouver, BC, V6C 0A6

In addition to using the above-noted brokerage to market the Strata Lots (as defined in Section 2.1 of the Disclosure Statement), the Developer reserves the right to appoint one or more additional brokerages from time to time to market the Strata Lots, and to utilize the services of other licensed realtors. The Developer reserves the right to change its brokerages or agents from time to time. The Developer may also market some or all of the Strata Lots itself. Any employees of the Developer who market the Strata Lots on behalf of the Developer may not be licensed under the *Real Estate Services Act* (British Columbia) and are not acting on behalf of purchasers.

<b><u>DATE OF DISCLOSURE STATEMENT</u></b>	October 20, 2021
<b><u>DATE OF FIRST AMENDMENT</u></b>	March 10, 2022
<b><u>DATE OF SECOND AMENDMENT</u></b>	June 23, 2022
<b><u>DATE OF THIRD AMENDMENT</u></b>	December 20, 2022
<b><u>DATE OF FINAL AMENDMENT</u></b>	August 31, 2023

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

\_\_\_\_\_ [insert name(s) of purchaser(s)]  
who has (have) confirmed that fact by initializing the space provided here: \_\_\_\_\_.

#### **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.

The Disclosure Statement dated October 20, 2021, as amended by the First Amendment to Disclosure Statement dated March 10, 2022, the Second Amendment to Disclosure Statement dated June 23, 2022 and by the Third Amendment to Disclosure Statement dated December 20, 2022 (collectively, the “**Disclosure Statement**”), is amended by this Final Amendment to Disclosure Statement (the “**Final Amendment**”) as follows:

1. by amending the section titled “List of Exhibits”, as follows:
  - (a) by deleting the reference to “Exhibit A Preliminary Strata Plan” and replacing it with “**Exhibit A Registered Strata Plan EPS9352**”;
  - (b) by deleting the reference to “Exhibit B Proposed Form V – Schedule of Unit Entitlement” and replacing it with “**Exhibit B Registered Form V – Schedule of Unit Entitlement**”;
  - (c) by deleting the reference to “Exhibit C Proposed Interim Budget of Estimated Operating Expenses” and replacing it with “**Exhibit C Final Interim Budget of Estimated Operating Expenses**”;
  - (d) by deleting the reference to “Exhibit D Estimated Monthly Assessments Per Strata Lot” and replacing it with “**Exhibit D Final Estimated Monthly Assessments Per Strata Lot**”;
  - (e) by deleting the reference to “Exhibit E Proposed Form Y – Owner Developer’s Notice of Different Bylaws” and replacing it with “**Exhibit E Registered Form Y – Owner Developer’s Notice of Different Bylaws**”;
  - (f) by inserting a new exhibit, titled “**Exhibit E-1 Filed Form I – Amendment to Bylaws**”;
  - (g) by deleting the reference to “Exhibit F Proposed Form of Parking and Bicycle/Storage Lease” and replacing it with “**Exhibit F Final Parking and Bicycle/Storage Lease**”;
  - (h) by deleting the reference to “Exhibit G Proposed Form of Partial Assignment of the Parking and Bicycle/Storage Lease” and replacing it with “**Exhibit G Final Form of Partial Assignment of Parking and Bicycle/Storage Lease**”;
  - (i) by deleting the title of “Exhibit H” and replacing it with “**Intentionally Deleted**”;
  - (j) by deleting the reference to “Exhibit I Proposed Form of Contract of Purchase and Sale” and replacing it with “**Exhibit I Final Form of Contract of Purchase and Sale**”;
  - (k) by deleting the reference to “Exhibit K Proposed Form of Marketing Licence Agreement” and replacing it with “**Exhibit K Final Marketing Licence Agreement**”;
  - (l) by deleting the reference to “Exhibit L Proposed Form of Common Property Licence Agreement” and replacing it with “**Exhibit L Final Common Property Licence Agreement**”; and
  - (m) by deleting the reference to “Exhibit M Proposed Form of Management Agreement” and replacing it with “**Exhibit M Final Management Agreement**”;
2. by deleting the words “will be leased” in the first sentence of Section 1.6(b) with the words “have been leased”;
3. by inserting the following as the last sentence of Section 2.1(a):

“The foregoing civic addresses of the Buildings have been confirmed by the City as of the filing of the Final Amendment to Disclosure Statement.”;

4. by deleting the paragraphs in Section 2.1(d) in their entirety and replacing them with the following:

“Titles for the individual Strata Lots have been created by the deposit of the final surveyed strata plan EPS9352 (the “**Strata Plan**”) for the Development in the Land Title Office as further described in Section 4.1. A copy of the registered Strata Plan is attached as **Exhibit A** to this Disclosure Statement. The Strata Plan shows layout of the Development (including the Common Property and the Limited Common Property) and the layout, dimensions, location and area of the Strata Lots as constructed.”;
5. by deleting the words “will be created” in Section 2.1(e) and replacing them with the words “was created”;
6. by deleting the last paragraph of Section 3.1 and replacing it with the following:

“The final schedule of Unit Entitlement for the Strata Lots, in Form V under the *Strata Property Act*, was filed in the Land Title Office concurrently with the Strata Plan, and the registered copy thereof is attached hereto as **Exhibit B**.”;
7. by deleting the third sentence of Section 3.3(b) in its entirety;
8. by deleting the first sentence of the first paragraph of Section 3.5 and replacing it with the following:

“The initial bylaws (the “**Bylaws**”) of the Strata Corporation will be the bylaws contained in the Schedule of Standard Bylaws attached to the *Strata Property Act*, as amended by the amendments contained in the Registered Form Y – Owner Developer’s Notice of Different Bylaws attached as **Exhibit E** to this Disclosure Statement and as further amended by the amendments contained in the Filed Form I – Amendment to Bylaws attached as **Exhibit E-1** to this Disclosure Statement.”;
9. by deleting the words “the Outdoor Seating Area” in the description of Bylaw 42(2) in the last bullet point of Section 3.5(b) and replacing them with the words “any outdoor seating areas”;
10. by deleting the first bullet point of Section 3.5(c) in its entirety and replacing it with the following:

“Bylaws 38, 39 and 41 contain certain restrictions and requirements with respect to parking and storing vehicles and personal property on the Common Property (including within the Parking Facility) and installing and using Resident EV Chargers (as defined and described in Section 3.6(f)). For greater certainty, EV Receptacles in the Parking Facility may not be used unless such EV Receptacle has been unlocked for use by the Strata Corporation (and the use thereof will be subject to an additional monthly fee payable by the owner to the Strata Corporation, at a rate of \$30.00 per month or such other rate as may be set by the Strata Corporation from time to time, and to any applicable rules and regulations of the Strata Corporation)”;
11. by deleting the first paragraph of Section 3.6(d) and replacing it with the following:

“Prior to the deposit of the Strata Plan in the Land Title Office, the Beneficial Owner, as landlord, entered into a long-term pre-paid lease (the “**Parking and Bicycle/Storage Lease**”) with Bosa Properties (ROWE Parking) Inc. (the “**Parking Tenant**”) over the Resident Stalls and associated driveways and ramps, the Bicycle/Storage Lockers (located within the Bicycle Storage Rooms) and the Storage Rooms, each as defined and more particularly described in Section 3.6(g) and the Developer’s Storage Room (as defined and more particularly described in Section 3.6(h)). The Parking Tenant is related to the Beneficial Owner and the Registered Owner. A copy of the signed Parking and Bicycle/Storage Lease is attached hereto as **Exhibit F** to this Disclosure Statement.”;

12. by deleting Section 3.6(e) in its entirety and replacing it with the words “*Intentionally Deleted.*”;
13. by deleting the words “31 of the Parking Stalls (including one Visitor Stall)” in Section 3.6(f)(i) and replacing them with the words “30 of the Resident Stalls”;
14. by adding the following as the last paragraph of Section 3.6(f)(i):

**“Upon a request by an owner for approval to install a Resident EV Charger (as defined in Section 3.6(f)(ii)) in the Resident Stall assigned to such owner, any EV Receptacle within such Resident Stall’s Load Sharing Group (as defined in Section 3.6(f)(iii)) will be removed or become inoperable. As such, any owner who previous used an unlocked EV Receptacle, if any, within such Load Sharing Group and who wishes to continue to charge their electric vehicle will, thereafter, require an Resident EV Charger to do so.”;**

15. by deleting the last paragraph of Section 3.6(f)(ii) and replacing it with the following:

“The Developer has elected to install one EV Charger in one of the Visitor Stalls (a “**Visitor EV Charger**”) subject to availability at the completion of construction, or shortly following occupancy of the Development. The Strata Corporation may, in its sole discretion, from time to time elect to install further Visitor EV Chargers. The Visitor EV Chargers are provided by the EV Network Operator and are subject to the EV Network Agreement (each as defined in Section 3.6(f)(iv)). It is anticipated that each Visitor EV Charger that is installed will be available for use on a first-come, first-served basis by users (the “**EV Visitors**”) wishing to charge an electric vehicle while such vehicle is parked in a Visitor Stall. Use of a Visitor EV Charger may be subject to pay-per-use fees as determined from time to time in the Strata Corporation’s sole discretion, subject to the EV Network Agreement.”;

16. by deleting the first paragraph of Section 3.6(f)(iv) in its entirety and replacing it with the following:

“It is anticipated that all EV Electricity Costs (as defined in subsection (viii) below) will be administered by Hypercharge Networks Corp. (the “**EV Network Operator**”) pursuant to the terms of one or more agreements (including a software subscription agreement and a master products and services agreement) with the EV Network Operator (collectively, the “**EV Network Agreement**”) which has been or will be entered into by the Developer and assigned to the Strata Corporation.”;

17. by deleting the number “75” in the first paragraph of Section 3.6(g) and replacing it with the number “78”;

18. by deleting the words “identified as “Developer’s Storage Room” on the Preliminary Strata Plan” in the first paragraph of Section 3.6(h) and replacing them with the words “identified as “Developer’s Storage C.P.” on the Strata Plan”;

19. by deleting the list of VRF Unit Strata Lots in Section 3.7(c) and replacing it with the following:

“Strata Lots: 19, 20, 23, 26, 27, 30, 33, 34, 37, 40, 41, 44 and 47 (the “**VRF Unit Strata Lots**”)”;

20. by inserting the following as the last paragraph of Section 3.8(c):

“Pursuant to amendments to the Strata Property Regulation accompanying the *Strata Property Act*, which will come into effect on November 1, 2023, from and after said effective date, the minimum contribution to the contingency reserve fund will be required to be at



least 10% of the estimated operating expenses each fiscal year after the first annual general meeting of the Strata Corporation.”;

21. by deleting the first paragraph of Section 3.10 in its entirety and replacing it with the following:

“The Developer has caused the Strata Corporation to enter into a strata management agreement (the “**Management Contract**”) with AWM-Alliance Real Estate Group Ltd. (the “**Property Manager**”), with respect to the control, management and administration of the Common Property. A copy of the Management Contract is attached hereto as **Exhibit M**. The anticipated management fees payable under the Management Contract are included in the Proposed Interim Budget. The Property Manager is not related to the Developer.”;

22. by deleting paragraph under Section 3.12 in its entirety and replacing the paragraph with “Intentionally Deleted”, as the requirement is no longer applicable under the *Real Estate Development Marketing Act*;

23. by deleting Section 4.1 in its entirety and replacing it with the following:

“4.1 Legal Description

- (a) The lands on which the Development is constructed (the “**Lands**”) were formerly legally described as follows:

Parcel Identifier: 031-432-000  
Lot A  
Block 1008 District Lot 526  
Group 1 New Westminster District  
Plan EPP110450

- (b) The Strata Plan (as defined in Section 2.1(d)) in respect of the Lands was deposited for registration in the Land Title Office on June 26, 2023 (corrected on August 17, 2023). Accordingly, the Strata Lots are now generally legally described as follows:

Strata Lots 1 – 47  
District Lot 526  
Group 1 New Westminster District  
Strata Plan EPS9352

together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown in Form V.

The Strata Plan and related strata documents have received full registration in the Land Title Office and the individual titles have been issued, creating the Strata Lots and Common Property offered for sale by the Developer pursuant to this Disclosure Statement. Copies of the following strata documents in final form as registered in the Land Title Office are attached hereto as replacement exhibits, as follows: Registered Strata Plan EPS9352, as **Exhibit A**; Registered Form V – Schedule of Unit Entitlement, as **Exhibit B**; and Registered Form Y – Owner Developers’ Notice of Different Bylaws, as **Exhibit E**, as amended by the Filed Form I – Amendment to Bylaws attached as **Exhibit E-1**. For clarity, as of the filing of the Final Amendment to Disclosure Statement, all references to the “Preliminary Strata Plan” in this Disclosure Statement are intended to be read as references to the Strata Plan”;

24. by deleting Section 4.3(a) in its entirety and replacing it with the word “None.”;

25. by amending Section 4.3(b) as follows:
- (a) by deleting subsection (xiv) and replacing it with the following:
 

“This encumbrance is an easement over the Lands in favour of certain lands currently legally described as Lot 1 Block F of Block 1008 District Lot 526 Group 1 New Westminster District Plan EPP115955 (“**Lot 1**”). This easement permits the owner of Lot 1 to swing a crane over the Lands and install certain below grade underpinning works within the Lands in connection with the construction of a development project on Lot 1. Pursuant to the partial release CB777801 filed on July 25, 2023, easement CA9656365 has been discharged from titles to the Strata Lots but remains registered against title to the Common Property.”;
  - (b) by renumbering the second instance of subsection (xvii) as subsection (xviii); and
  - (c) by renumbering subsection (xviii) as new subsection (xix) and adding the following as the last sentence thereof:
 

“Pursuant to the partial release CB837164 filed on August 18, 2023, statutory right of way CB305026 has been discharged from titles to the Strata Lots but remains registered against title to the Common Property.”;
26. by amending Section 4.4 by deleting the paragraphs under subsections (c), (d), (e) and (j) in their entirety and replacing the title of each such subsections with the words “**Intentionally Deleted**.”;
27. by amending Section 5.1 by deleting the second paragraph in its entirety and replacing it with the following:
 

“The Developer currently estimates that construction of the Development will be completed (as such term is defined in Policy Statement 1, as described below) sometime between September 6, 2023 and December 5, 2023.”;
28. by amending Section 7.2 as follows:
- (a) by deleting the words “or Section 3.2” in Sections 7.2(b)(ii) and (iii);
  - (b) by deleting the words “Sections 7.2(d) and 7.2(h)” and replacing them with the words “Section 7.2(d)” in Sections 7.2(b)(ii) and (iii);
  - (c) by deleting Section 7.2(b)(iv) in its entirety and replacing it with the following:
 

“the Deposit, excluding interest earned thereon, will be paid by the Seller’s Solicitors to the Buyer and the Buyer will have no further claim against the Seller at law or in equity, in each of the following circumstances: (A) if the Seller gives notice to the Buyer, or if the Buyer gives notice to the Seller, pursuant to and in accordance with Section 2.2 of Part 2 of the Purchase Agreement (as described in Section 7.2(d) below) or (B) if the Seller terminates this Agreement pursuant to Section 8.2 of Part 2 of the Purchase Agreement.”;
  - (d) by deleting the last sentence of the first paragraph of Section 7.2(c) and replacing it with the following:
 

“Whether the Strata Lot is ready to be occupied refers to the Strata Lot and not any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the Seller has received oral or written permission from the City of Vancouver (the “**City**”) to occupy the Strata Lot, regardless of whether or not such permission is temporary, conditional or final.”;

- (e) by deleting the first sentence of Section 7.2(d) and replacing it with the following:
- “Pursuant to Section 2.2 of Part 2 of the Purchase Agreement, if the Completion Date has not occurred by March 1, 2026 (the “Outside Date”) then the Buyer or the Seller shall have the right to cancel the Purchase Agreement by giving ten (10) business days’ written notice to the other party, provided that such notice is given and the notice period expires before the date permission is given by the City to occupy the Strata Lot.”;
- (f) by deleting the words “filing of the final Strata Plan” in Section 7.2(f);
- (g) by deleting Section 7.2(h) in its entirety and replacing it with the words “**Intentionally Deleted.**”;
- (h) by deleting Section 7.2(i) in its entirety and replacing it with the words “**Intentionally Deleted.**”;
- (i) by deleting the first paragraph of Section 7.2(j) and replacing it with the following:
- “Pursuant to Section 8.1 of Part 2 of the Purchase Agreement, time will be of the essence of the Purchase Agreement and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable by the Buyer hereunder, are paid by the Buyer when due, then the Seller may, at the Seller’s option:
- (i) terminate the Purchase Agreement by giving written notice to the Buyer, and in such event the Deposit, together with all accrued interest thereon, will be absolutely forfeited to the Seller on account of damages (the parties hereby agreeing that the Deposit together with interest thereon is a genuine pre-estimate of the minimum amount of damages the Seller is expected to suffer as a result of such termination), without prejudice to the Seller’s other rights or remedies, including, without limitation, a right to recover any additional damages; or
- (ii) elect to extend the date for payment or the completion date of the transaction contemplated by the Purchase Agreement to any date determined by the Seller in its sole discretion, and in each such event time will remain of the essence and the Buyer will pay to the Seller, in addition to the Purchase Price (or other amount payable hereunder), as applicable, an extension fee of \$500.00 per day, from the date upon which such payment and amounts were due to and including the date upon which such payment and amounts are paid.”;
- (j) by deleting the words “the portion of the Deposit” in Section 7.2(k) and replacing them with the words “any Deposit”; and
- (k) by deleting the words “any portion of” in Section 7.2(r)(v)(B);
29. by deleting Exhibit A titled “Preliminary Strata Plan” in its entirety and replacing it with the “**Exhibit A Registered Strata Plan EPS9352**” attached to this Final Amendment;
30. by deleting Exhibit B titled “Proposed Form V – Schedule of Unit Entitlement” in its entirety and replacing it with the “**Exhibit B Registered Form V – Schedule of Unit Entitlement**” attached to this Final Amendment;
31. by deleting Exhibit C titled “Proposed Interim Budget of Estimated Operating Expenses – Revised” in its entirety and replacing it with the “**Exhibit C Final Interim Budget of Estimated Operating Expenses**” attached to this Final Amendment;

32. by deleting Exhibit D titled "Estimated Monthly Assessments Per Strata Lot – Revised" in its entirety and replacing it with the "**Exhibit D** Final Estimated Monthly Assessments Per Strata Lot" attached to this Final Amendment;
33. by deleting Exhibit E titled "Proposed Form Y – Owner Developer’s Notice of Different Bylaws" in its entirety and replacing it with the "**Exhibit E** Registered Form Y – Owner Developer’s Notice of Different Bylaws" attached to this Final Amendment;
34. by inserting "**Exhibit E-1** Filed Form I – Amendment to Bylaws" attached to this Final Amendment, immediately following Exhibit E;
35. by deleting Exhibit F titled "Proposed Form of Parking and Bicycle/Storage Lease" in its entirety and replacing it with the "**Exhibit F** Final Parking and Bicycle/Storage Lease" attached to this Final Amendment;
36. by deleting Exhibit G titled "Proposed Form of Partial Assignment of the Parking and Bicycle/Storage Lease" in its entirety and replacing it with the "**Exhibit G** Final Form of Partial Assignment of Parking and Bicycle/Storage Lease" attached to this Final Amendment;
37. by deleting Exhibit H titled "Form J – Rental Disclosure Statement" in its entirety (as it is no longer applicable);
38. by deleting Exhibit I titled "Proposed Form of Contract of Purchase and Sale" in its entirety and replacing it with the "**Exhibit I** Final Form of Contract of Purchase and Sale" attached to this Final Amendment, for the Developer’s use as of the date of this Final Amendment in connection with any unsold Strata Lots;
39. by deleting Exhibit K titled "Proposed Form of Marketing Licence Agreement" in its entirety and replacing it with the "**Exhibit K** Final Marketing Licence Agreement" attached to this Final Amendment;
40. by deleting Exhibit L titled "Proposed Form of Common Property Licence Agreement" in its entirety and replacing it with the "**Exhibit L** Final Common Property Licence Agreement" attached to this Final Amendment; and
41. by deleting Exhibit M titled "Proposed Form of Management Agreement" in its entirety and replacing it with the "**Exhibit M** Final Management Agreement" attached to this Final Amendment.

*[Remainder of this page intentionally left blank.]*

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).


DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of the 31<sup>st</sup> day of August, 2023.


BENEFICIAL OWNER

**BOSA PROPERTIES (WEST 49TH AVE-B) INC.**

By:

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

DIRECTORS OF BOSA PROPERTIES (WEST 49TH AVE-B) INC.

  
\_\_\_\_\_  
COLIN BOSA

  
\_\_\_\_\_  
DALE BOSA

REGISTERED OWNER

**BOSA PROPERTIES (WEST 49TH AVE) INC.**

By:

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

DIRECTORS OF BOSA PROPERTIES (WEST 49TH AVE) INC.



COLIN BOSA



DALE BOSA

**EXHIBIT A**  
**REGISTERED STRATA PLAN EPS9352**

See attached.

**STRATA PLAN OF LOT A BLOCK 1008 DISTRICT LOT 526  
GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP110450**

**STRATA PLAN EPS9352**

SHEET 1 OF 45 SHEETS

BCGS 92C.025

PID: 031-432-000  
CITY OF VANCOUVER

SCALE 1:400



ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 432mm  
IN WIDTH BY 560mm IN HEIGHT (C-SIZE) WHEN  
PLOTTED AT THE SCALE INDICATED.

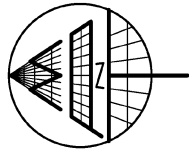
**LEGEND:**

- INDICATES CONTROL MONUMENT FOUND
- INDICATES STANDARD IRON POST FOUND
- INDICATES LEAD PLUG FOUND
- S.L. INDICATES STRATA LOT
- CP. INDICATES COMMON PROPERTY
- ELC. INDICATES ELECTRICAL ROOM
- MECH. INDICATES MECHANICAL ROOM
- L.C.P. INDICATES LIMITED COMMON PROPERTY
- m2 INDICATES SQUARE METRES
- WT INDICATES WITNESS

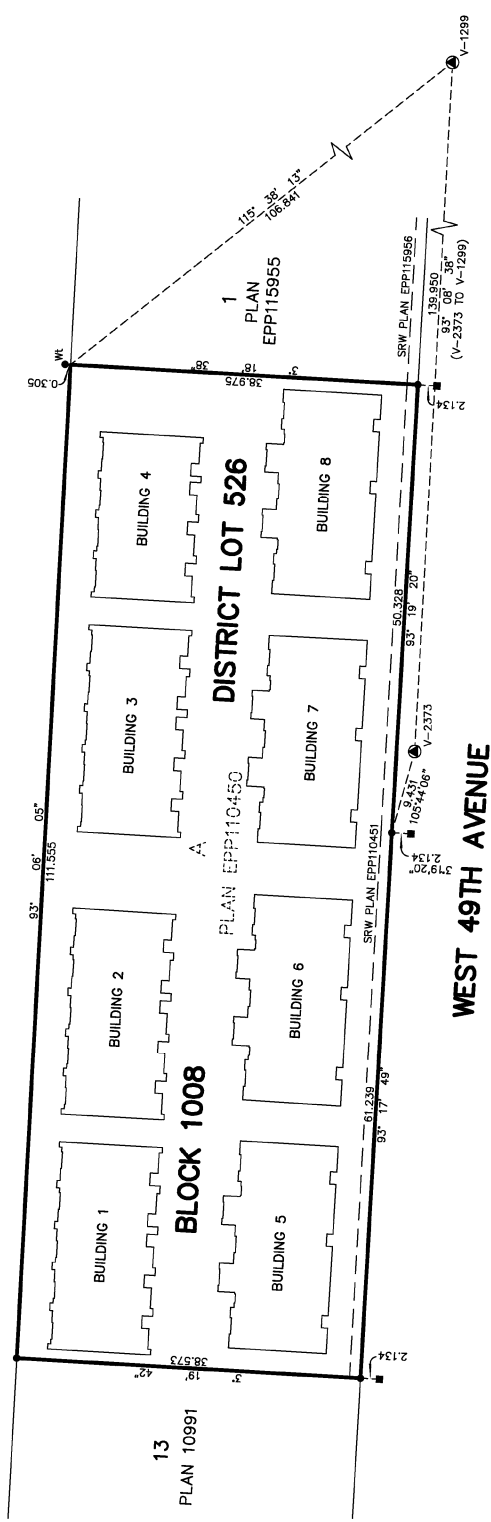
THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S).  
OFFSET AND WITNESS POSTS OR PLUGS ARE SET ON PRODUCTION OF PROPERTY LINES UNLESS INDICATED OTHERWISE.

LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT:  
ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION.

ALL IMPROVEMENTS SHOWN ARE SOME FORM OF COMMON PROPERTY UNLESS INDICATED AS PART OF STRATA LOT.



LANE



**NAME OF DEVELOPMENT:**  
ROWE

**CIVIC ADDRESS:**  
#785 WEST 49TH AVENUE  
VANCOUVER, B.C.

TABLET MARKING	NORTHING	EASTING	ABSOLUTE ACCURACY
V-1299	5452631.599	491141.995	0.008
V-2373	5452635.271	491002.313	0.008

INTEGRATED SURVEY AREA NO. 31, CITY OF VANCOUVER, MABX(CSR) 4.0.0.BC.1.MVRD.  
GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS V-1299 AND V-2373 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10 (123° WEST LONGITUDE).

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9995903 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENT V-2373.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS V-1299 AND V-2373.

**MATSON PECK & TOPLISS**  
SURVEYORS & ENGINEERS  
#520 - 11120 HORSESHOE WAY  
RICHMOND, B.C., V7A 5H7  
PH: 604-270-9331  
FAX: 604-270-4137  
CADFILE: 18594-STRATA.DWG

V-23-18594-STRATA

**NOTES:**

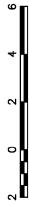
- PURSUANT TO SECTION 68 OF THE STRATA PROPERTY ACT,  
(1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.  
(2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.  
(3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- LIMITED COMMON PROPERTY IS FOR THE USE OF THE STRATA LOT INDICATED.  
EXAMPLE: L.C.P. - S.L. 1
- ALL STRATA LOT ANGLES ARE 90° UNLESS SHOWN OTHERWISE.
- THE BUILDINGS IN THIS STRATA PLAN HAVE NOT BEEN PREVIOUSLY OCCUPIED.  
THE BUILDINGS SHOWN HEREON ARE WITHIN THE EXTERNAL BOUNDARIES OF THE STRATA PLAN.  
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 30TH DAY OF MAY, 2023  
JOSE L. COELHO, B.C.L.S.(P750)

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT

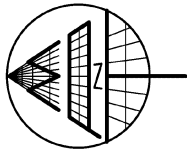


# BUILDING LOCATIONS - WEST

SCALE 1:150



ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



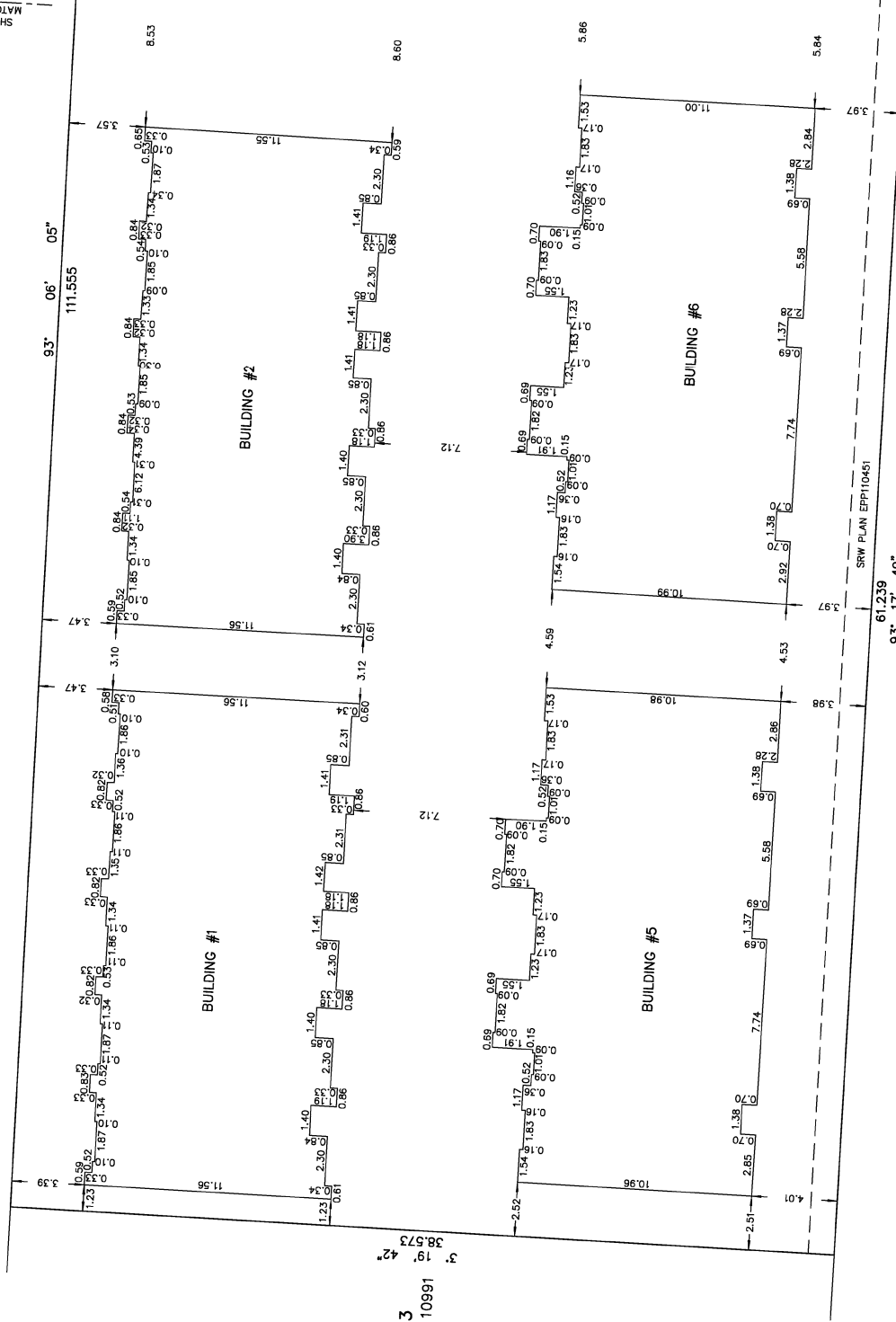
13  
 PLAN 10991  
 38.573  
 19' 42"

# STRATA PLAN EPS9352

SHEET 2 OF 45 SHEETS

LANE

MATCH LINE  
SHEET 2



WEST 49TH AVENUE

MATCH LINE  
SHEET 2

NOTE:  
 OFFSETS TO PROPERTY LINES ARE PERPENDICULAR  
 THERE TO AND ARE MEASURED TO THE OUTSIDE  
 FACE OF EXTERIOR STRUCTURAL WALLS.

**MATSON PECK & TOPLISS**  
 SURVEYORS & ENGINEERS  
 #520 - 11120 HORSESHOE WAY  
 RICHMOND, B.C., V7A 5H7  
 PH: 604-270-9331  
 FAX: 604-270-4137  
 CADFILE: 18594-STRATA.DWG

V-23-18594-STRATA

JOSE L. COELHO, BCLS(#750)  
 30TH DAY OF MAY, 2023

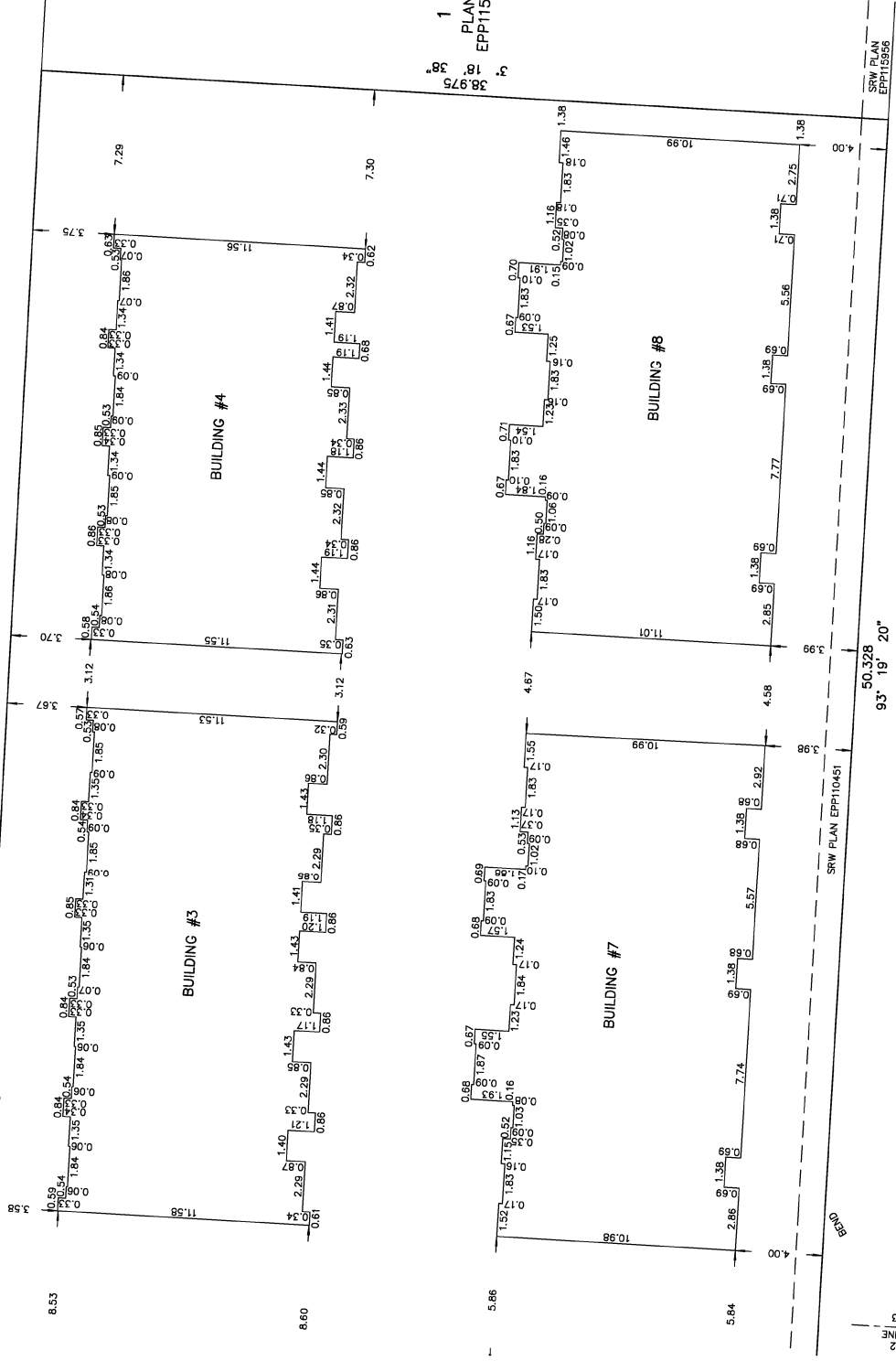
# STRATA PLAN EPS9352

## BUILDING LOCATIONS -EAST

SHEET 3 OF 45 SHEETS

SCALE 1:150

ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
PLOTTED AT THE SCALE INDICATED.



SRW PLAN EPP110451  
SRW PLAN EPP115955

**MATSON PECK & TOPLISS**  
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CADFILE: 18594-STRATA.DWG  
V-23-18594-STRATA

NOTE:  
OFFSETS TO PROPERTY LINES ARE PERPENDICULAR  
THERE TO AND ARE MEASURED TO THE OUTSIDE  
FACE OF EXTERIOR STRUCTURAL WALLS.

1  
PLAN  
EPP115955

JOSE L. COELHO, BCLS (#750)  
30TH DAY OF MAY, 2023

# PARKADE - WEST

SCALE 1:150



ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 600mm  
N WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
PLOTTED AT THE SCALE INDICATED.

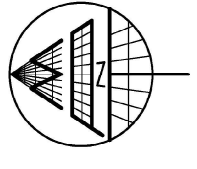
## NOTES:

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACTS, STRATA LOT BOUNDARIES ARE TAKEN TO THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
- THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
- THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- UNITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION.

SHEET 4 OF 45 SHEETS

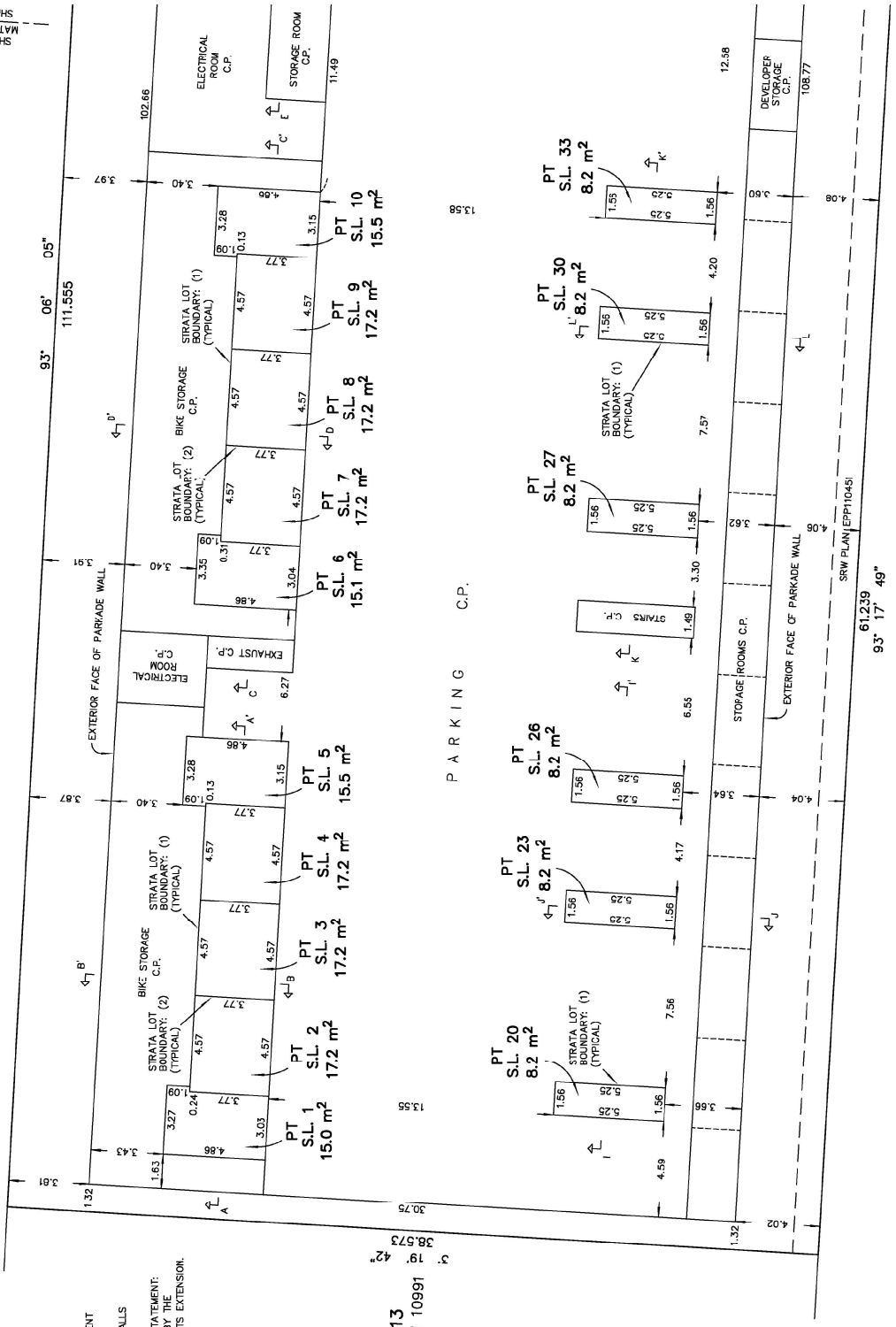
# STRATA PLAN EPS9352

CORRECTED THIS 17TH OF AUGUST, 2023.  
SEE AMENDED SHEET 4 OF 45 AND CB883774.



## LANE

SHEET 4  
MATCH LINE



## WEST 49TH AVENUE

SHEET 5  
MATCH LINE

**MATSON PECK & TOPLISS**  
**SURVEYORS & ENGINEERS**  
 #20 - 11120 HORSESHOE WAY  
 RICHMOND, B.C., V7A 5H7  
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 CADFILE: 18594-STRATA.DWG

Y-23-18594-STRATA

JOSE L. COELHO, BOLS (#750)  
30TH DAY OF MAY, 2023

# PARKADE - WEST

SCALE 1:150

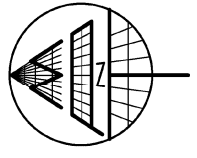


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 5600mm  
IN WIDTH BY 43200mm IN HEIGHT (C-SIZE) WHEN  
PLOTTED AT THE SCALE INDICATED.

## NOTES:

- PURSUANT TO SECTION 68 OF THE STRATA PROPERTY ACTS ARE TAKEN TO:
  - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS;
  - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS;
  - (3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT:  
ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION.

# SCHEDULE A

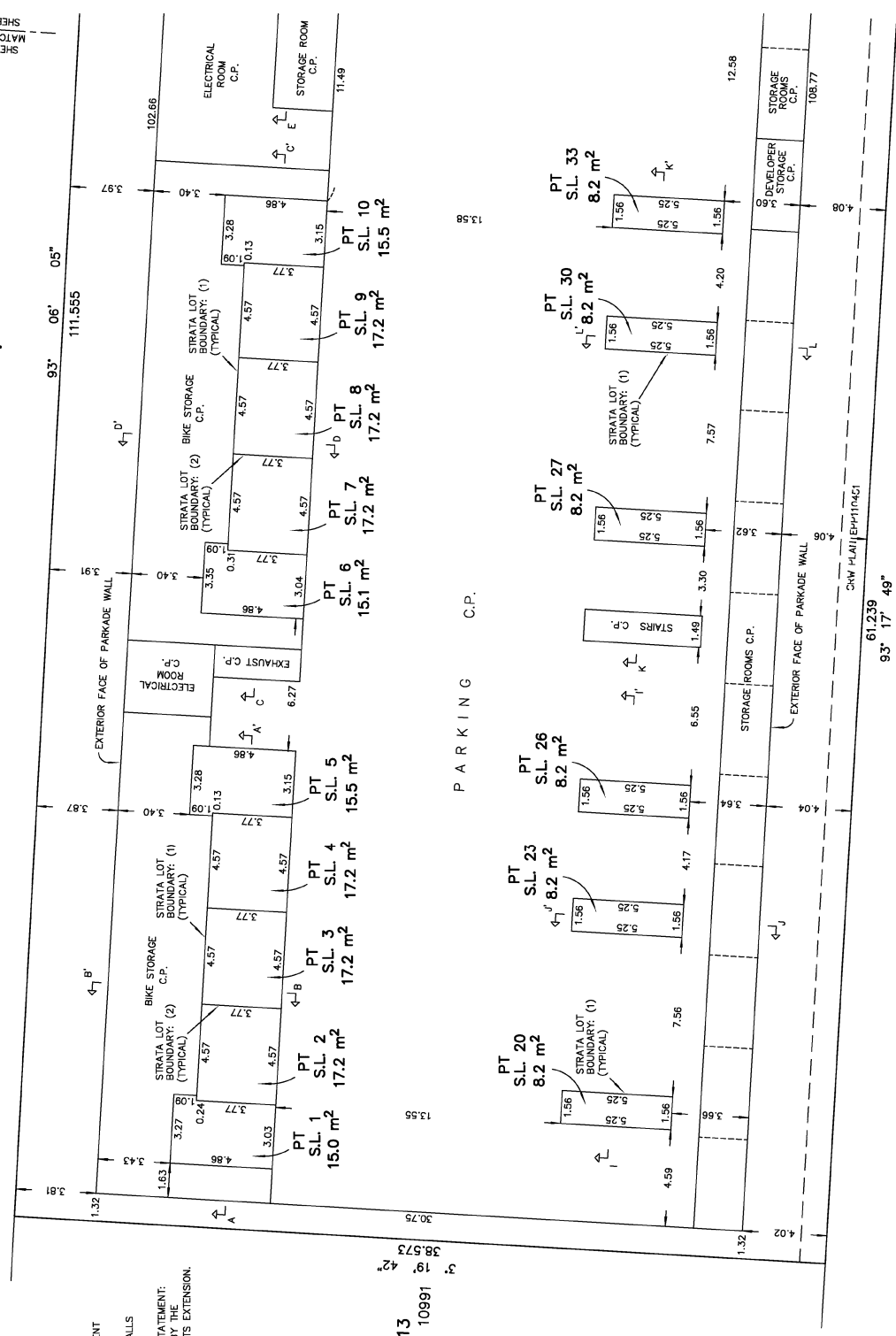


# STRATA PLAN EPS9352

AMENDED SHEET 4 OF 45 SHEETS

## LANE

SHEET 5  
MATCH LINE



## WEST 49TH AVENUE

SHEET 4  
MATCH LINE

**MATSON PECK & TOPLISS**  
**SURVEYORS & ENGINEERS**  
 #520 - 11120 HORSESHOE WAY  
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 FAX: 604-270-4137  
 CADFILE: 16594-SCH-A-B.DWG

V-23-18594-STRATA

JOSE L. COELHO, BCLS (#750)  
30TH DAY OF MAY, 2023



# PARKADE - EAST

SCALE 1:150



ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 5600mm  
 IN WIDTH BY 4320mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.

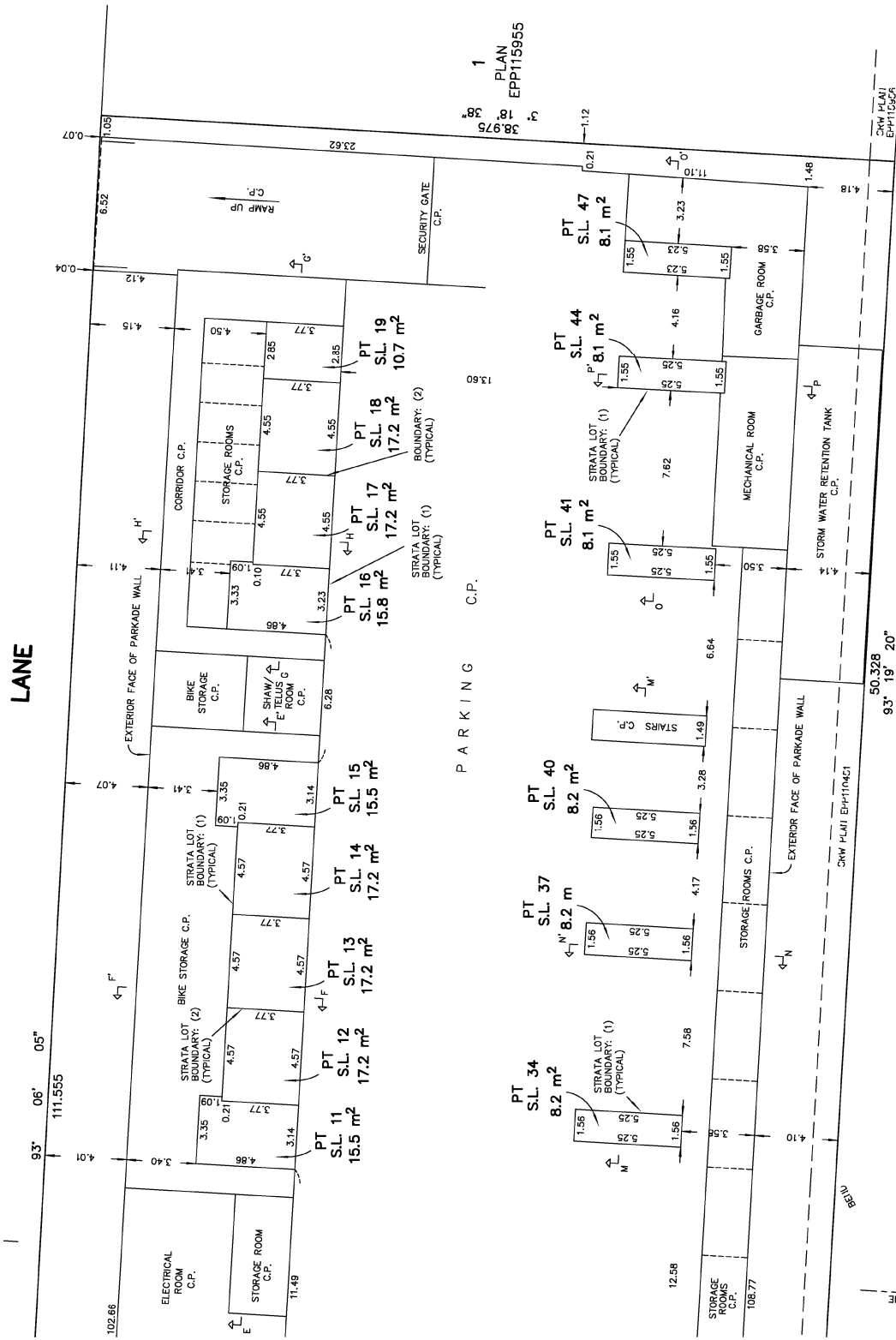
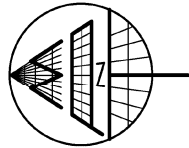
SHEET 5  
 MATCH LINE

**NOTES:**  
 PURSUANT TO SECTION 68 OF THE STRATA PROPERTY ACT, DIMENSIONS ARE TAKEN TO:  
 (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS;  
 (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS;  
 (3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.  
 LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION.

# SCHEDULE B

# STRATA PLAN EPS9352

AMENDED SHEET 5 OF 45 SHEETS



**MATSON PECK & TOPLISS**  
 SURVEYORS & ENGINEERS  
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 CADFILE: 16594-SCH-A-B.DWG  
 V-23-18594-STRATA

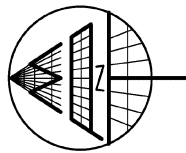
JOSE L. COELHO, BCLS (#750)  
 30TH DAY OF MAY, 2023

# BUILDING 1 - GROUND LEVEL

SCALE 1:100

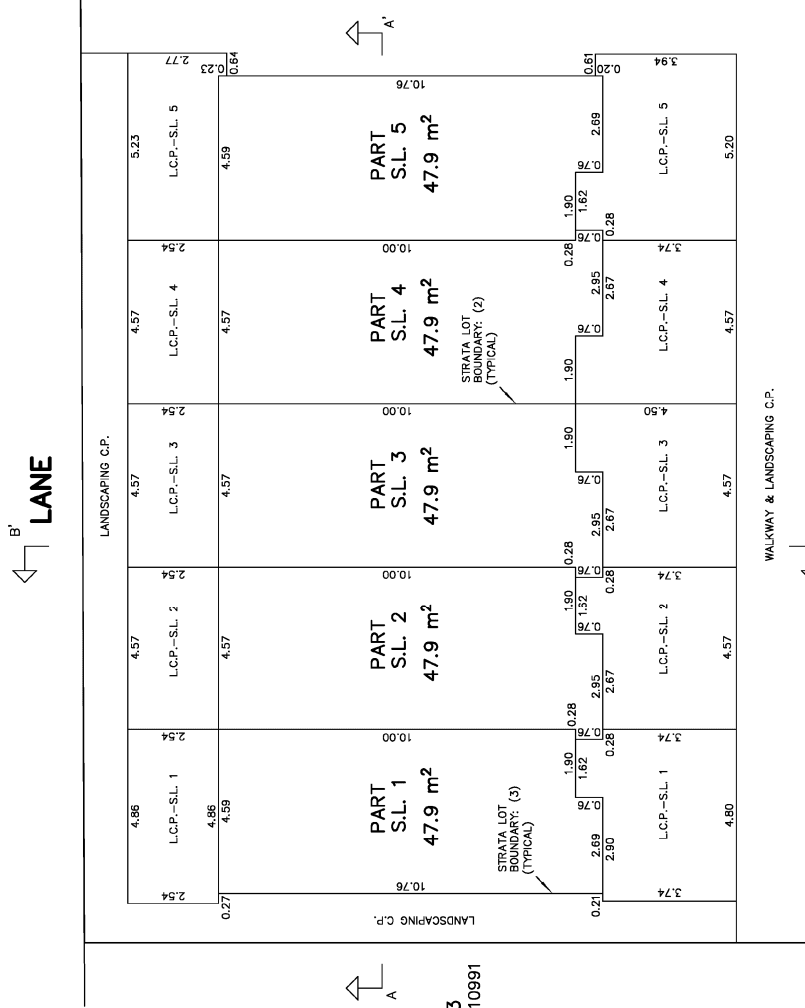


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 6 OF 45 SHEETS



13  
 PLAN 10991

- NOTES:**
- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
    - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
    - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
    - (3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
  - LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION. CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

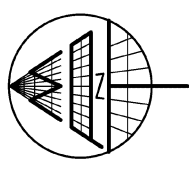
**MATSON PECK & TOPLISS**  
 SURVEYORS & ENGINEERS  
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 CADFILE: 18594-STRATA.DWG  
 V-23-18594-STRATA

# BUILDING 1 - LEVEL 2

SCALE 1:100

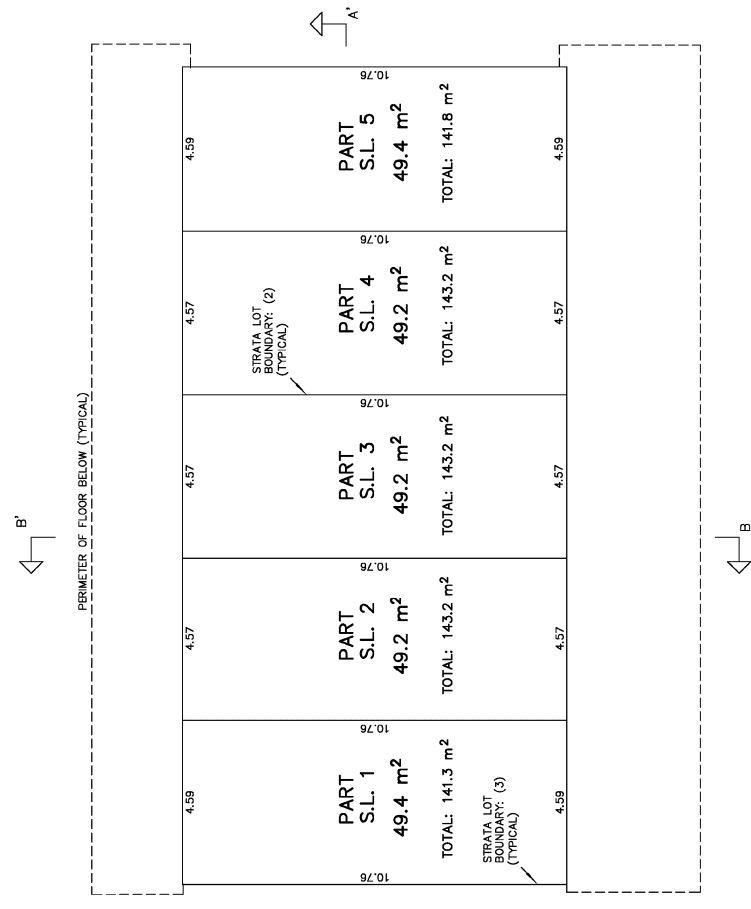


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 7 OF 45 SHEETS



**NOTES:**

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 V-23-18594-STRATA

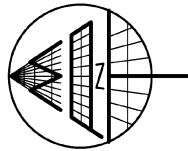


# BUILDING 1 - LEVEL 3

SCALE 1:100

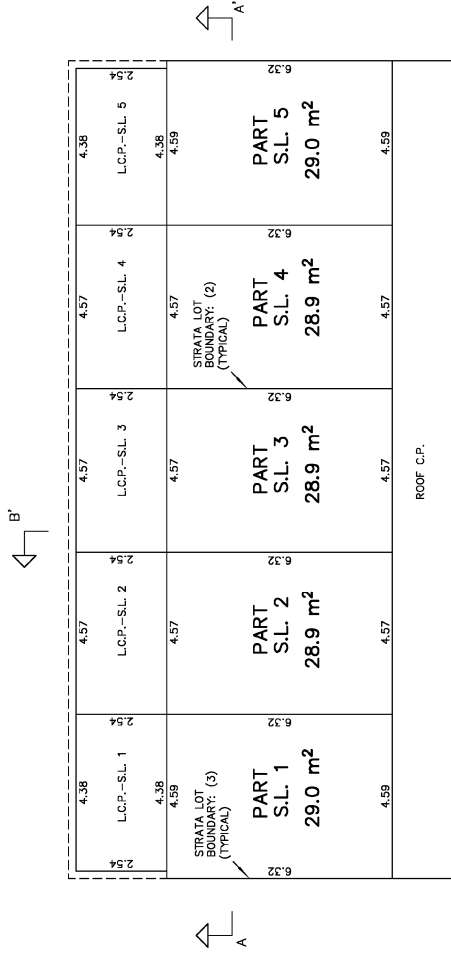


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



SHEET 8 OF 45 SHEETS

# STRATA PLAN EPS9352



### NOTES:

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 V-23-18594-STRATA

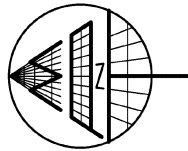
JOSE L. COELHO, BCL5(#750)  
 30TH DAY OF MAY, 2023

# BUILDING 1 - ROOF

SCALE 1:100

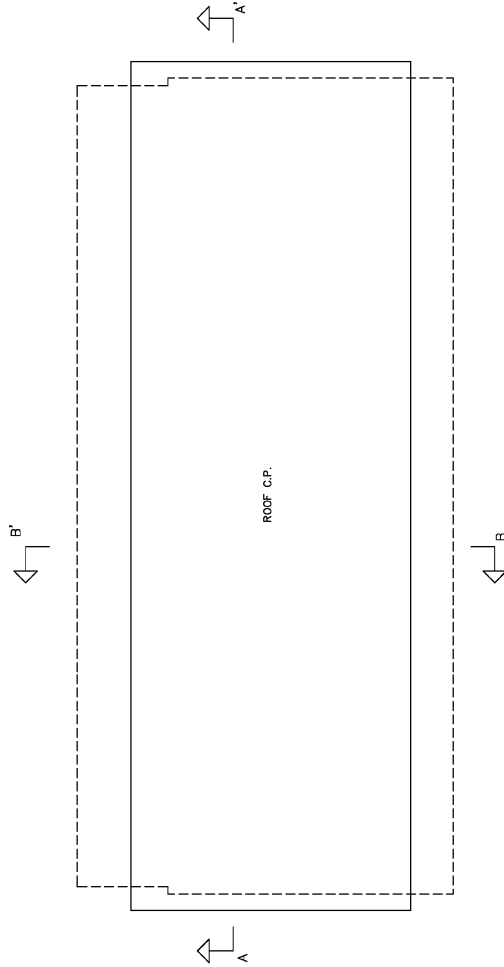


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 9 OF 45 SHEETS



### NOTES:

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
  - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
  - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
  - (3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT:  
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 CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

### MATSON PECK & TOPLISS

**SURVEYORS & ENGINEERS**  
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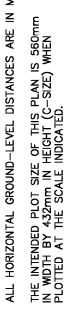
V-23-18594-STRATA

**BUILDING 1 - CROSS SECTIONS**

**STRATA PLAN EPS9352**

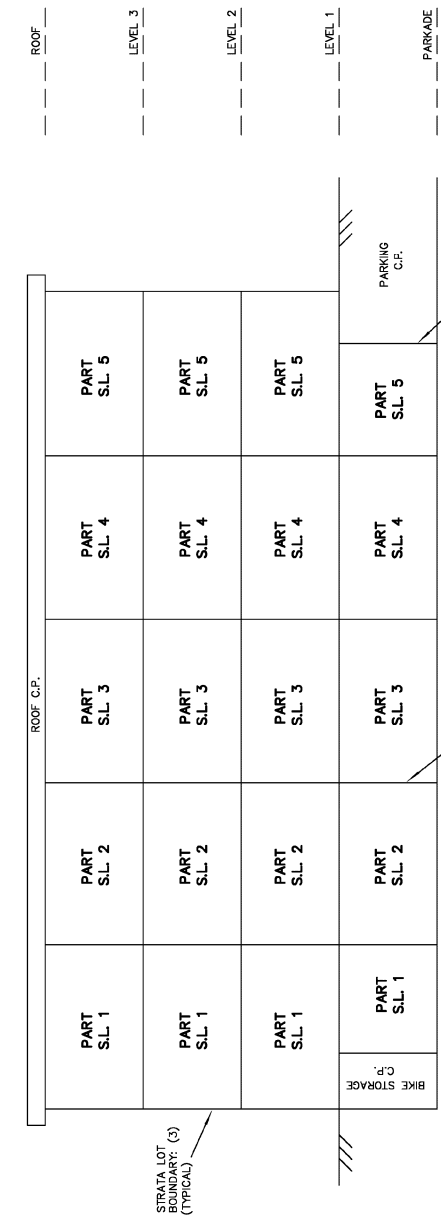
SHEET 10 OF 45 SHEETS

SCALE: 1:100

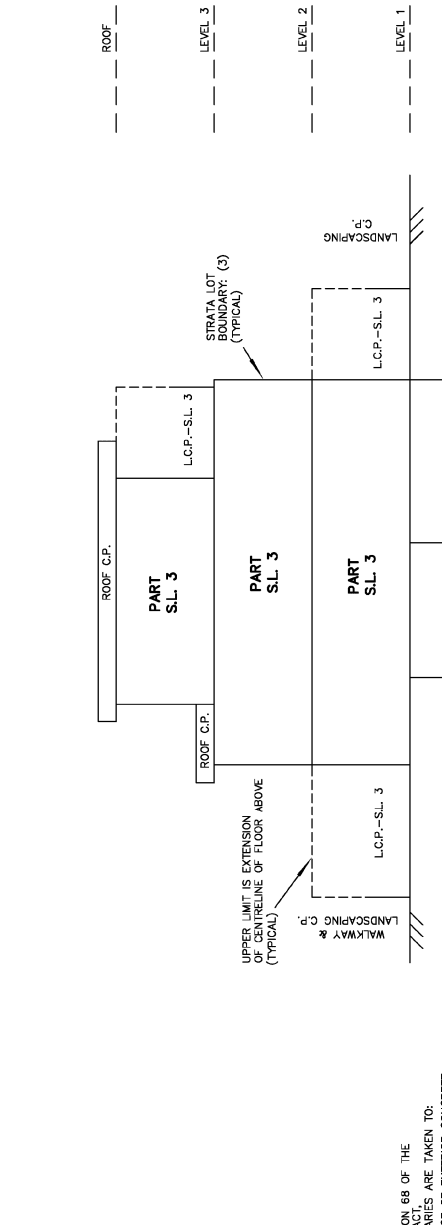


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 5600mm  
 IN WIDTH BY 4320mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.

**SECTION A - A'**



**SECTION B - B'**



- NOTES:**
- (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
  - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
  - (3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT:  
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**MATSON PECK & TOPLISS**  
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 V-23-18594-STRATA

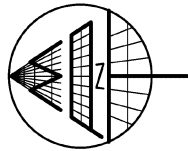
JOSE L. COELHO, BCLS(#750)  
 30TH DAY OF MAY, 2023

# BUILDING 2 - GROUND LEVEL

SCALE 1:100



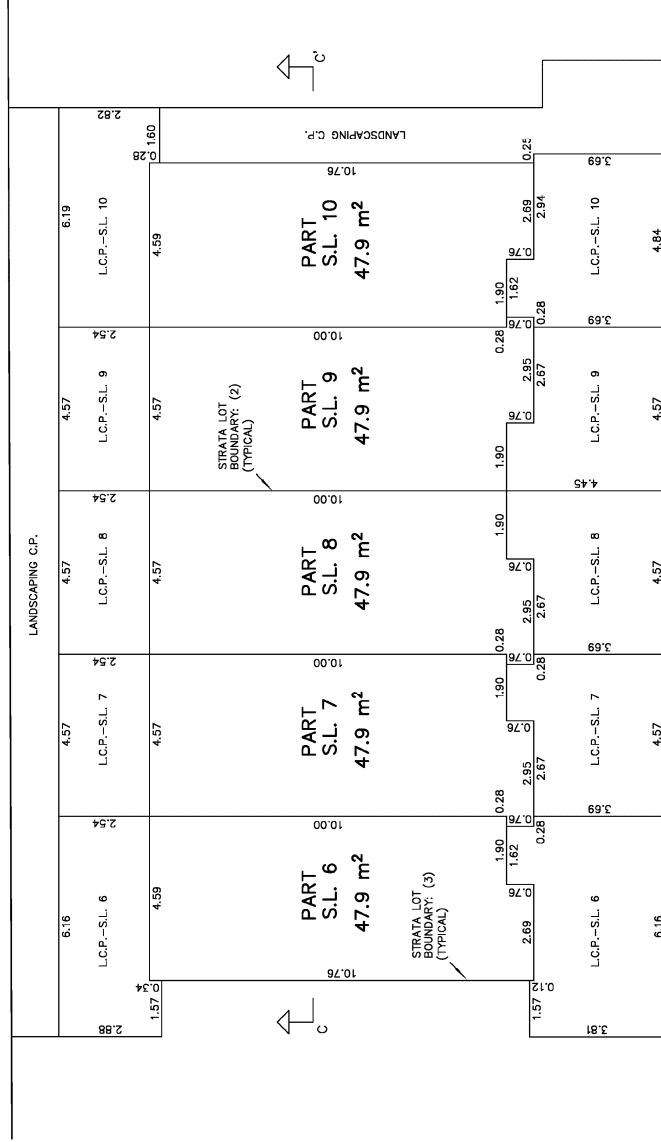
ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 11 OF 45 SHEETS

← D' LANE



← D WALKWAY & LANDSCAPING C.P.

### NOTES:

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
  - THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
  - THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
  - THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION. CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

### MATSON PECK & TOPLISS

**SURVEYORS & ENGINEERS**  
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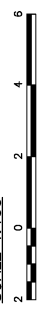
V-23-18594-STRATA

SHEET 12 OF 45 SHEETS

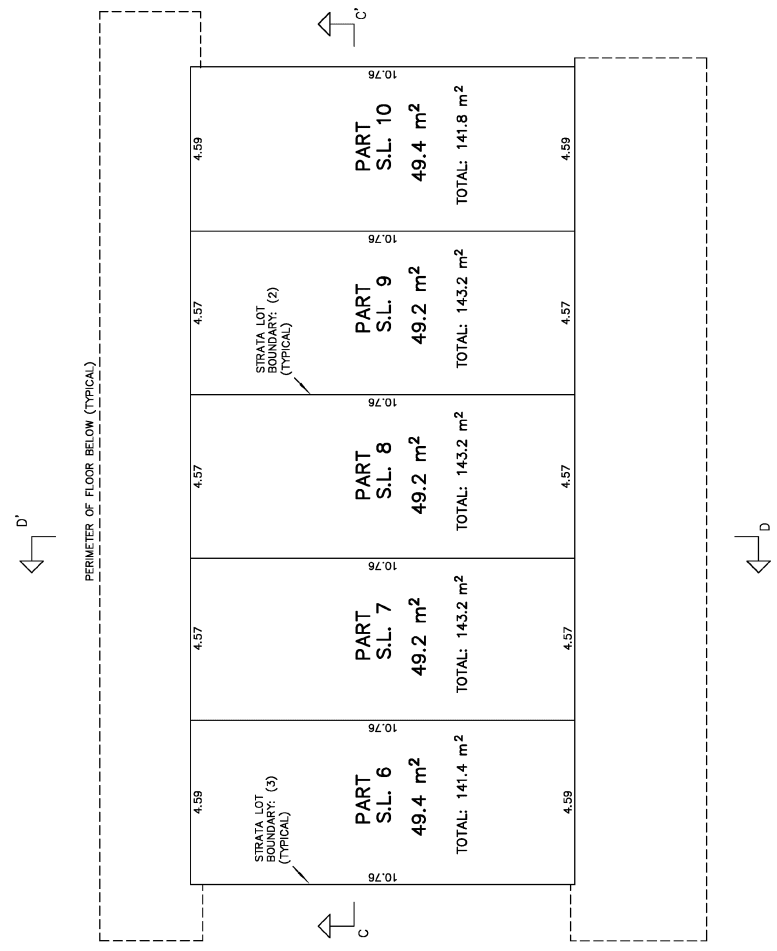
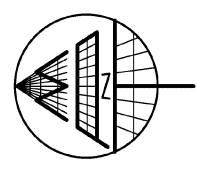
# STRATA PLAN EPS9352

## BUILDING 2 - LEVEL 2

SCALE 1:100



ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 5600mm  
 IN WIDTH BY 4320mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



**NOTES:**

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
  - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
  - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
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- LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION. CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

**MATSON PECK & TOPLISS**  
 SURVEYORS & ENGINEERS

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V-23-18594-STRATA

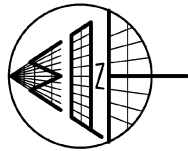
JOSE L. COELHO, BCLS(#750)  
 30TH DAY OF MAY, 2023

# BUILDING 2 - LEVEL 3

SCALE 1:100

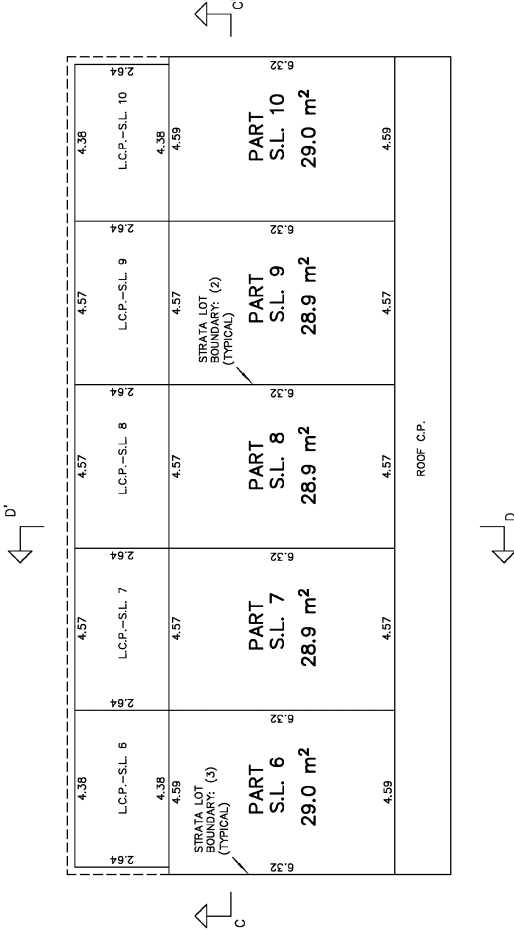


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 5600mm  
 IN WIDTH BY 4320mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 13 OF 45 SHEETS



- NOTES:**
- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT
  - STRATA LOT BOUNDARIES ARE TAKEN TO:
    - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
    - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
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  - LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION. CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

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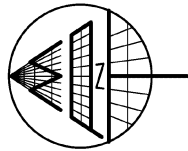
V-23-18594-STRATA

# BUILDING 2 - ROOF

SCALE 1:100

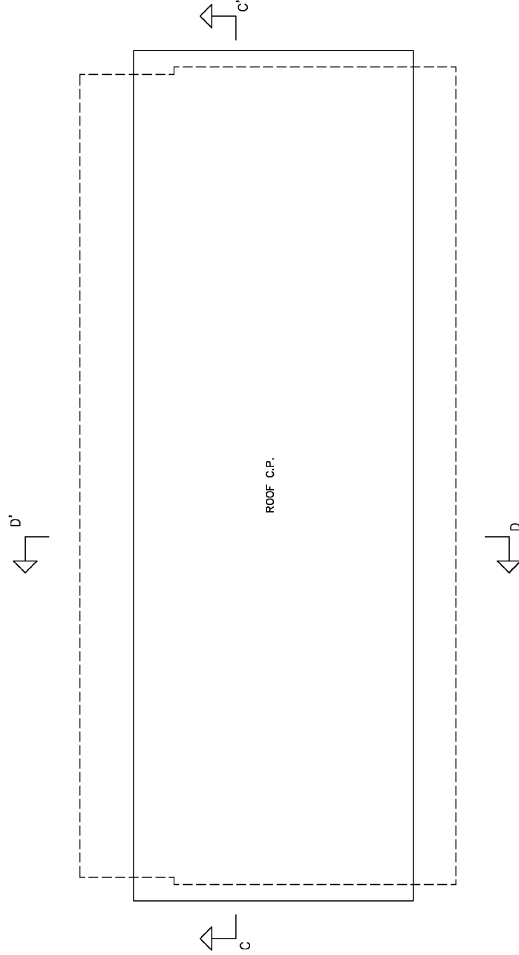


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 14 OF 45 SHEETS



**NOTES:**

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
  - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
  - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
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**MATSON PECK & TOPLISS**

**SURVEYORS & ENGINEERS**  
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 CADFILE: 18594-STRATA.DWG

V-23-18594-STRATA

# BUILDING 2 - CROSS SECTIONS

SCALE: 1:100

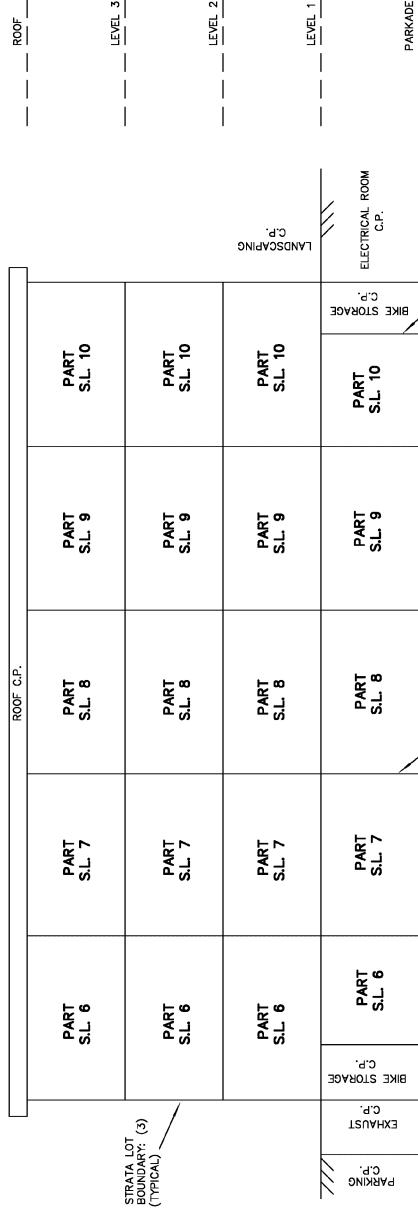


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.

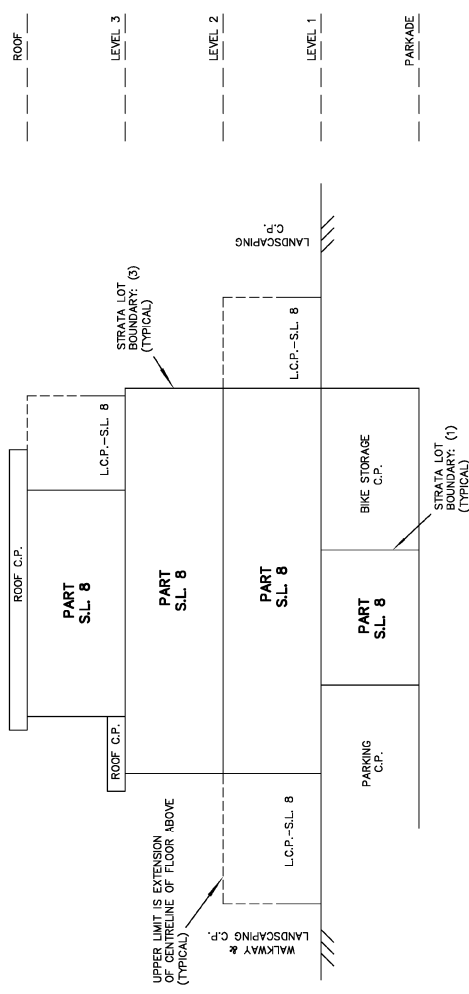
# STRATA PLAN EPS9352

SHEET 15 OF 45 SHEETS

## SECTION C - C'



## SECTION D - D'



### NOTES:

- PURSUANT TO SECTION 68 OF THE BUILDING ACT, THE STRATA LOT BOUNDARIES ARE TAKEN TO:
  - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
  - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
  - (3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION.

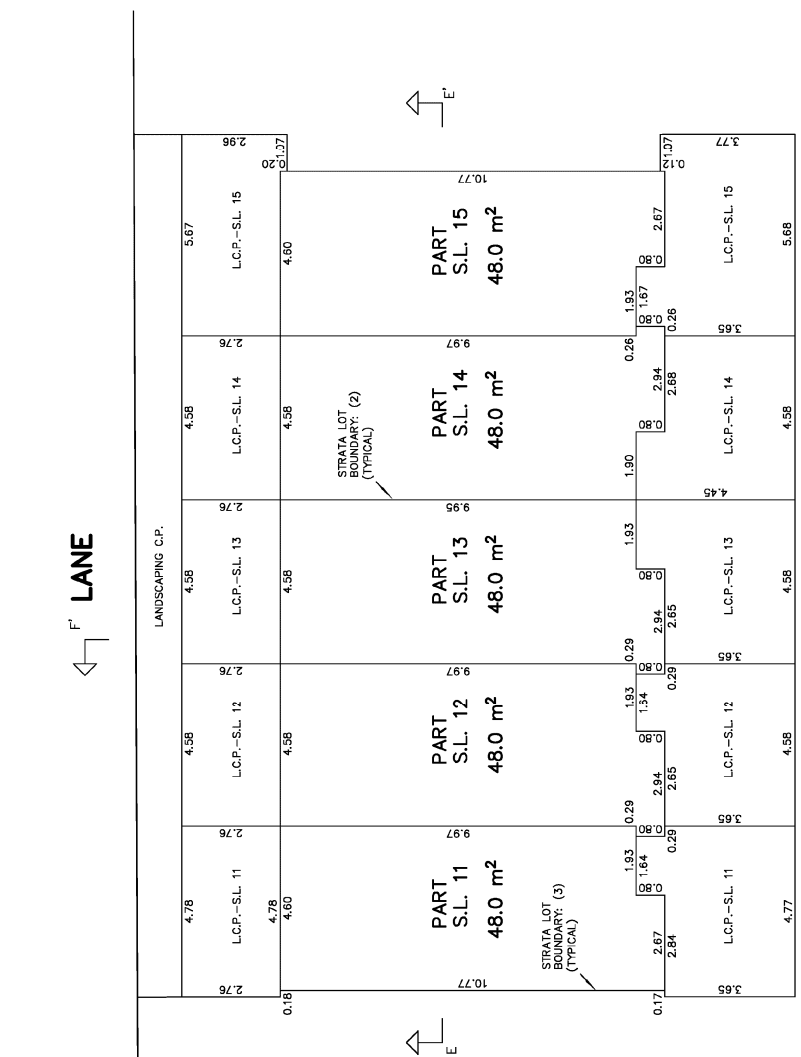
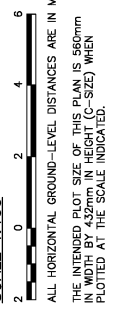
**MATSON PECK & TOPLISS**  
 SURVEYORS & ENGINEERS  
 #520 - 11120 HORSESHOE WAY  
 RICHMOND, B.C., V7A 5H7  
 PH: 604-270-9331  
 FAX: 604-270-4137  
 CADFILE: 18594-STRATA.DWG  
 V-23-18594-STRATA



**STRATA PLAN EPS9352**

**BUILDING 3 - GROUND LEVEL**

SHEET 16 OF 45 SHEETS



**NOTES:**

PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO: (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS. (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS. (3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.

LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION. CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

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**SURVEYORS & ENGINEERS**  
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 FAX: 604-270-4137  
 CADFILE: 16594-STRATA.DWG

V-23-18594-STRATA

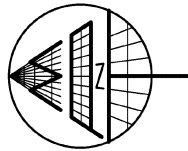
JOSE L. COELHO, BCL5(#750)  
 30TH DAY OF MAY, 2023

# BUILDING 3 - LEVEL 2

SCALE 1:100

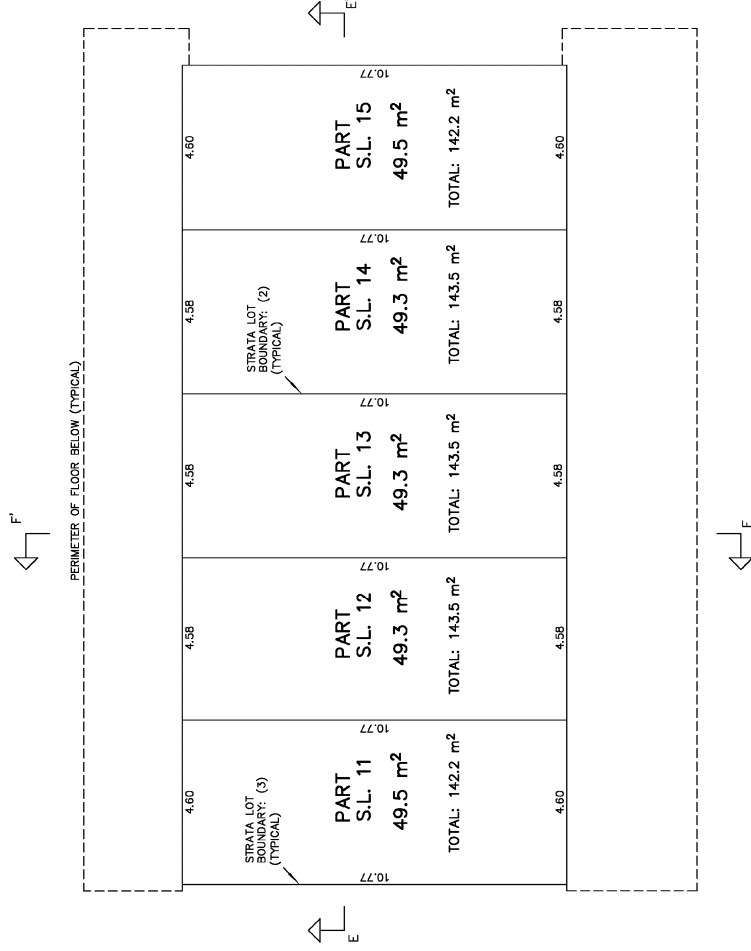


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 17 OF 45 SHEETS



### NOTES:

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
  - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
  - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
  - (3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION. CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

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 RICHMOND, B.C., V7A 5H7  
 PH: 604-270-9331  
 FAX: 604-270-4137  
 CADFILE: 18594-STRATA.DWG

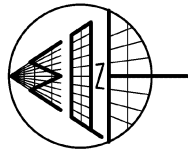
V-23-18594-STRATA

# BUILDING 3 - LEVEL 3

SCALE 1:100

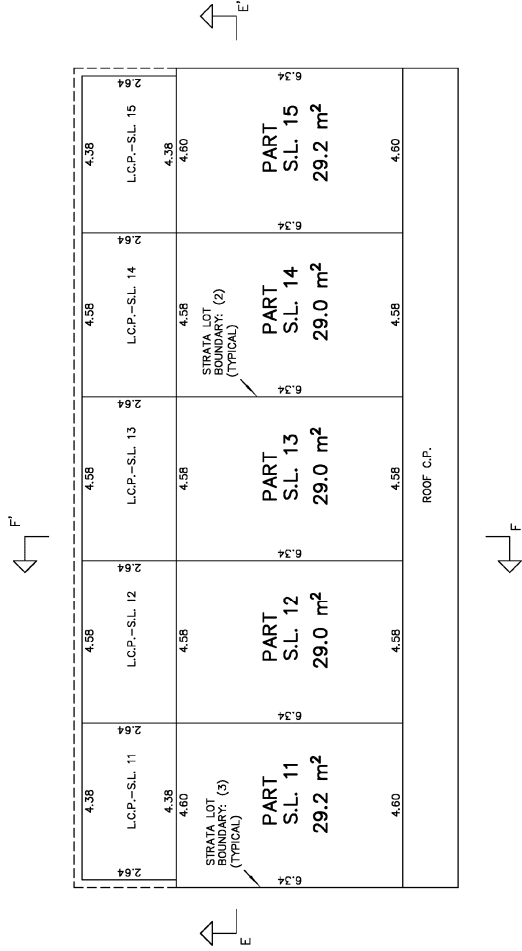


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



SHEET 18 OF 45 SHEETS

# STRATA PLAN EPS9352



### NOTES:

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
  - THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
  - THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
  - THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION. CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

### MATSON PECK & TOPLISS

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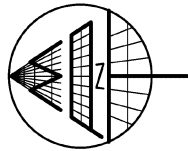
V-23-18594-STRATA

# BUILDING 3 - ROOF

SCALE 1:100

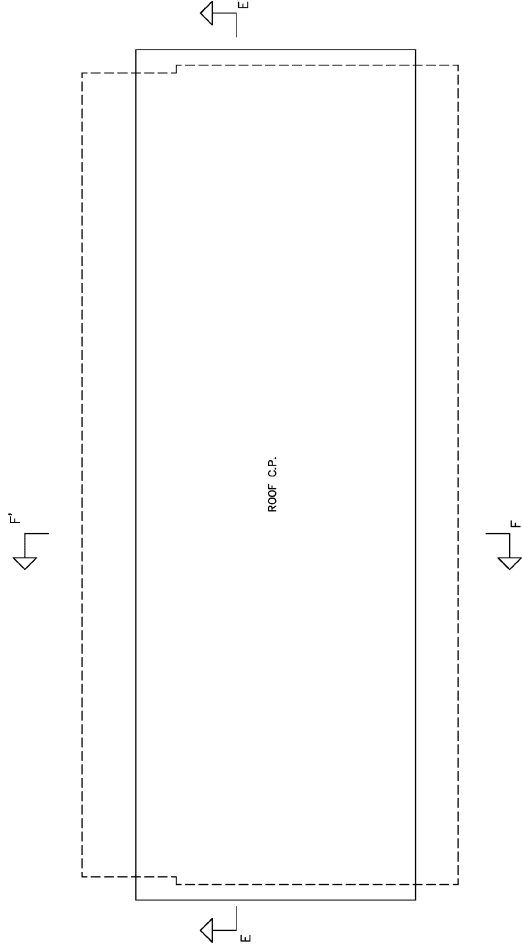


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 19 OF 45 SHEETS



### NOTES:

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
  - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
  - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
  - (3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT:  
 ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION.  
 CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

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 FAX: 604-270-4137  
 CADFILE: 18594-STRATA.DWG

V-23-18594-STRATA

# BUILDING 3 - CROSS SECTIONS

SCALE: 1:100

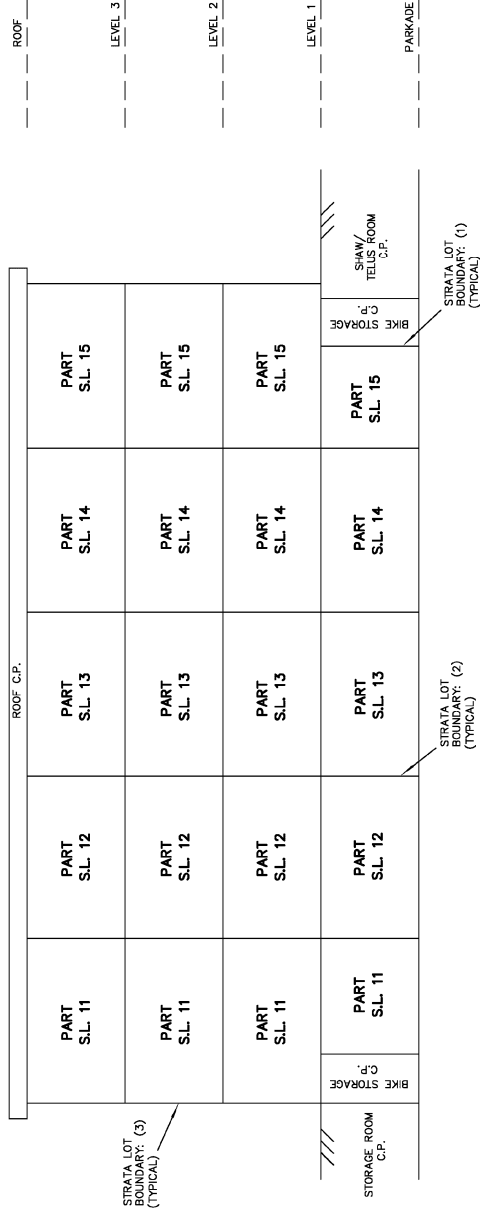


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 5607mm  
 IN WIDTH BY 4327mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.

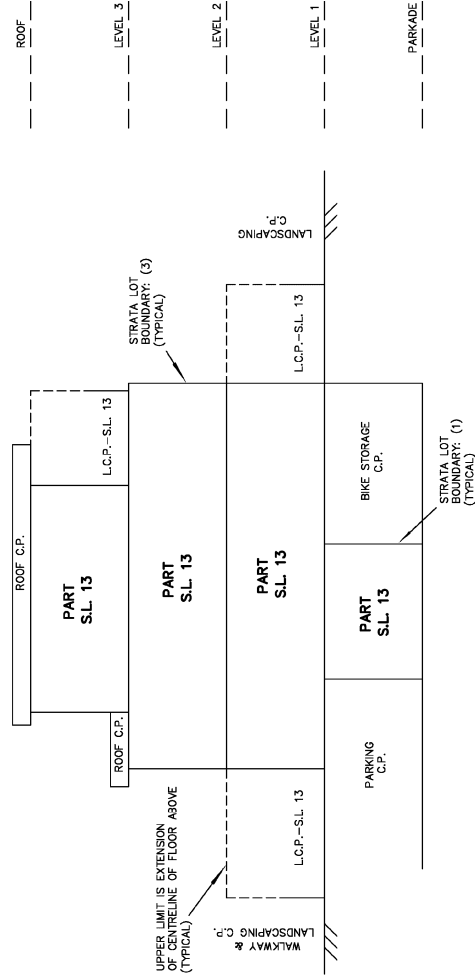
# STRATA PLAN EPS9352

SHEET 20 OF 45 SHEETS

## SECTION E - E'



## SECTION F - F'



- NOTES:**
- PURSUANT TO SECTION 68 OF THE CONSTRUCTION ACT, THE STRATA LOT BOUNDARIES ARE TAKEN TO:
    - THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
    - THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
    - THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
  - LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION.

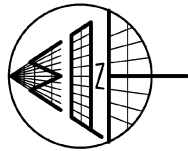
**MATSON PECK & TOPLISS**  
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 FAX: 604-270-4137  
 CADFILE: 18594-STRATA.DWG  
 V-23-18594-STRATA

# BUILDING 4 - GROUND LEVEL

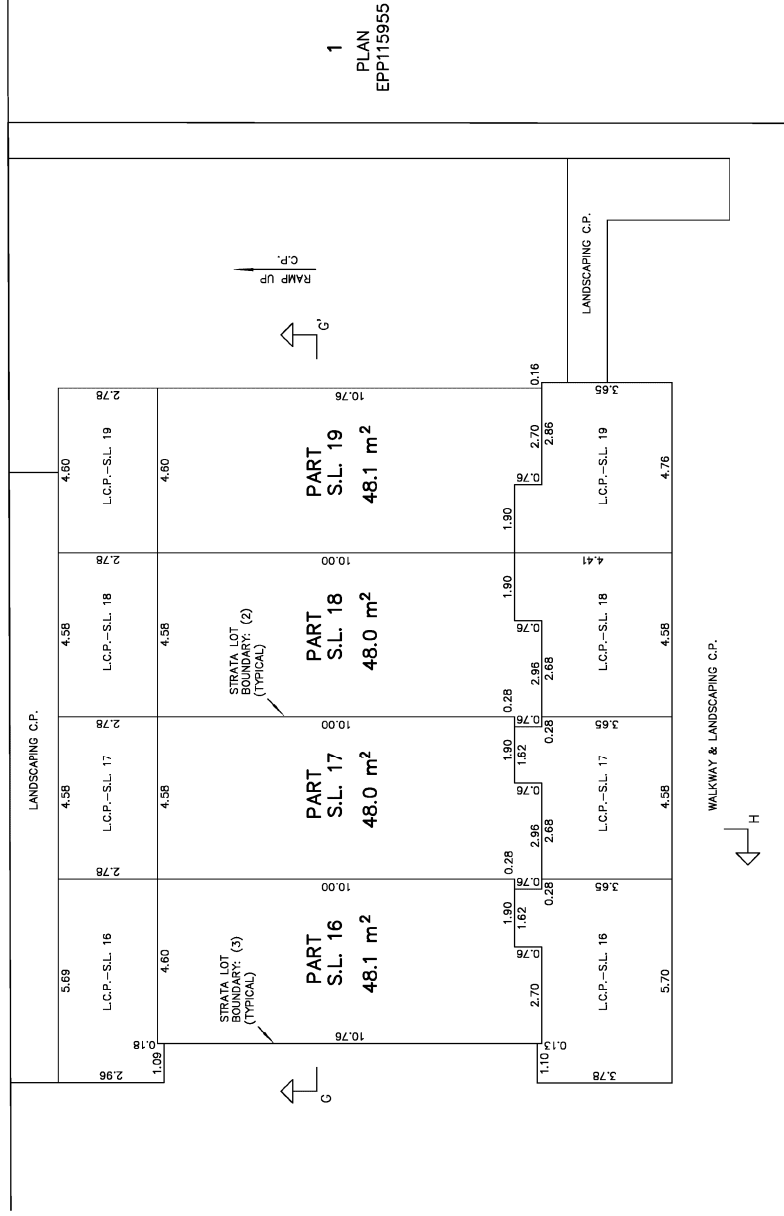
SCALE 1:100



ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 5607mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



H' LANE



- NOTES:
- REFER TO SECTION 68 OF THE STRATA PROPERTY ACT.
  - STRATA LOT BOUNDARIES ARE TAKEN TO:
    - THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
    - THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
    - THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT:  
 ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION.  
 CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

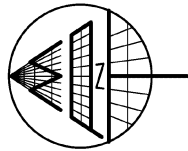
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 V-23-18594-STRATA

# BUILDING 4 - LEVEL 2

SCALE 1:100

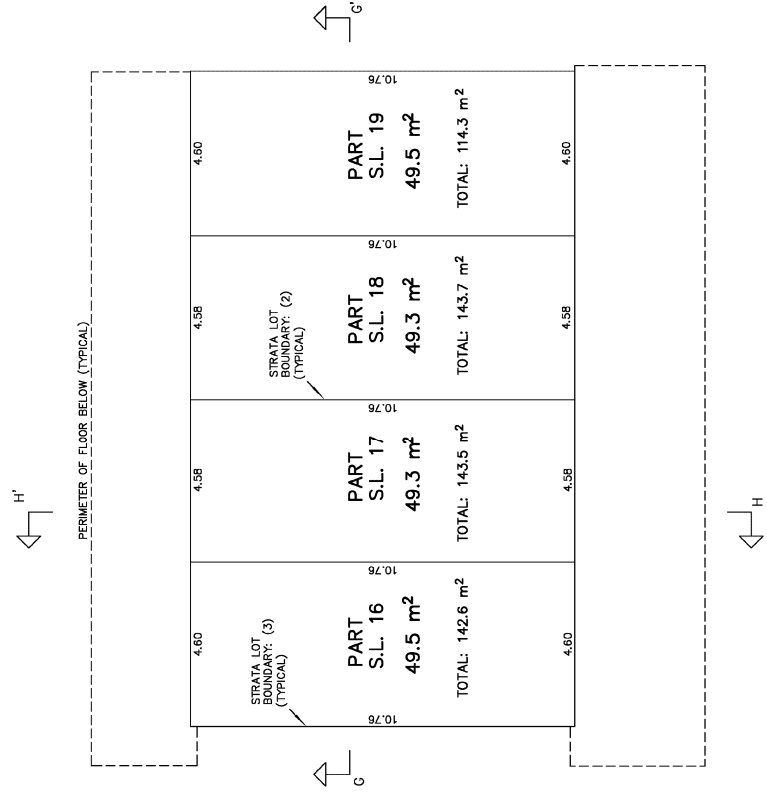


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 22 OF 45 SHEETS



- NOTES:**
- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
    - THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
    - THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
    - THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
  - LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION. CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

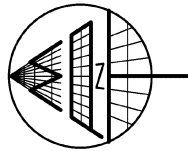
**MATSON PECK & TOPLISS**  
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 CADFILE: 18594-STRATA.DWG  
 V-23-18594-STRATA

# BUILDING 4 - LEVEL 3

SCALE 1:100

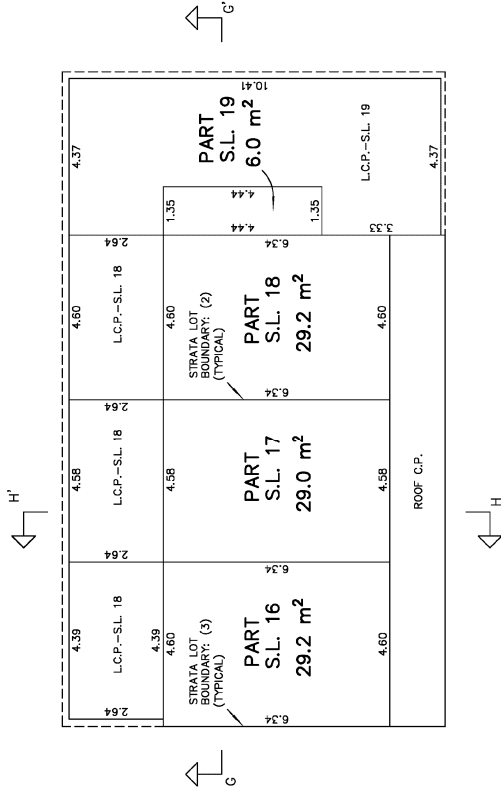


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 23 OF 45 SHEETS



- NOTES:**
- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
    - THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
    - THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
    - THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
  - LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION. CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

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V-23-18594-STRATA

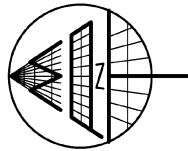


# BUILDING 4 - ROOF

SCALE 1:100

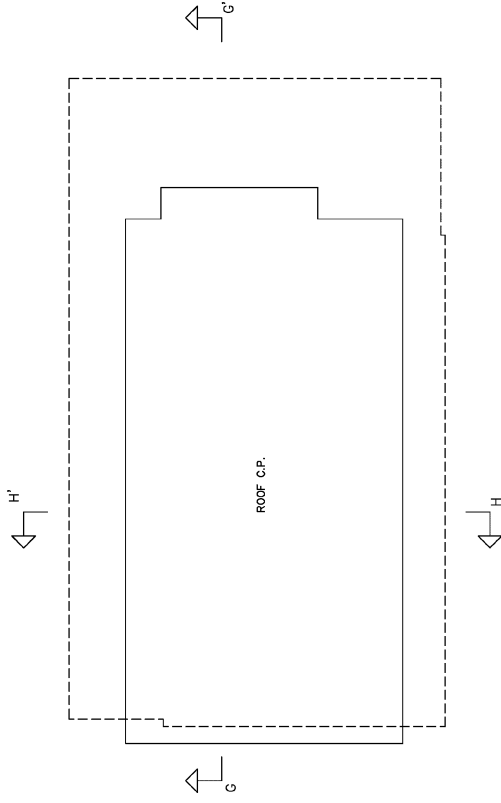


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 24 OF 45 SHEETS



### NOTES:

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
  - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
  - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
  - (3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION. CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

### MATSON PECK & TOPLISS

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 CADFILE: 18594-STRATA.DWG

V-23-18594-STRATA

JOSE L. COELHO, BCLS(#750)  
 30TH DAY OF MAY, 2023

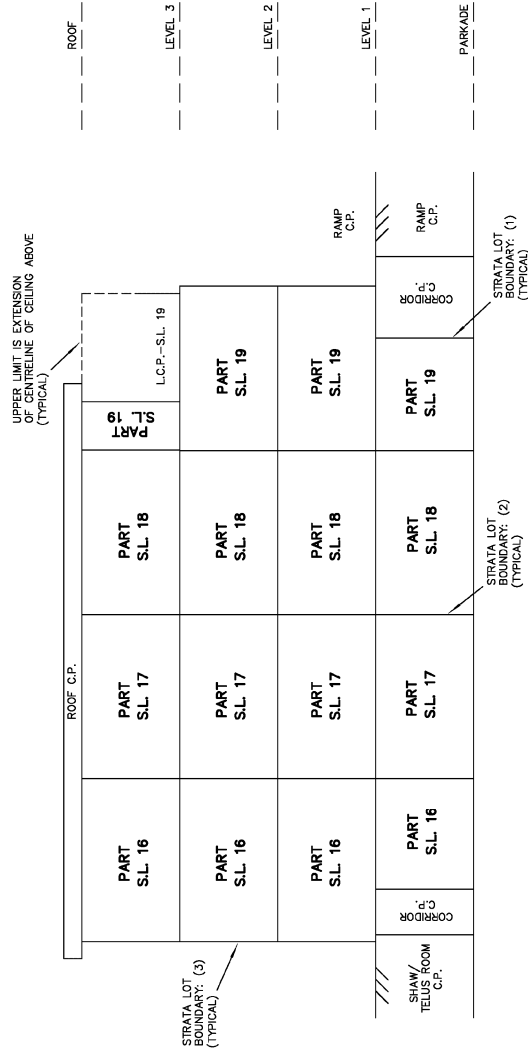
# BUILDING 4 - CROSS SECTIONS

SCALE: 1:100

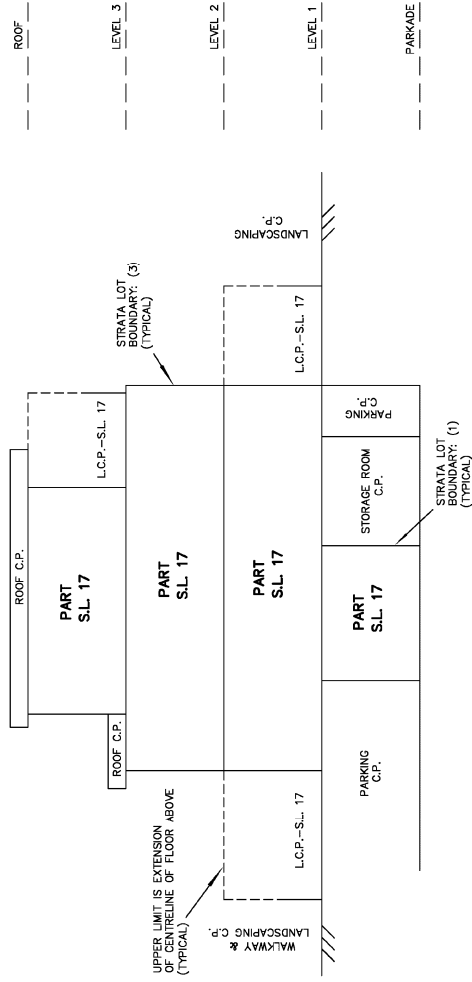


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.

## SECTION G - G'



## SECTION H - H'



- NOTES:**
- PURSUANT TO SECTION 68 OF THE BUILDING ACT, THE HEIGHT OF STRATA LOT BOUNDARIES ARE TAKEN TO:
    - THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
    - THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
    - THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
  - LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION.

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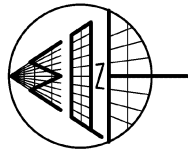
V-23-18594-STRATA

# BUILDING 5 - GROUND LEVEL

SCALE 1:100



ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.

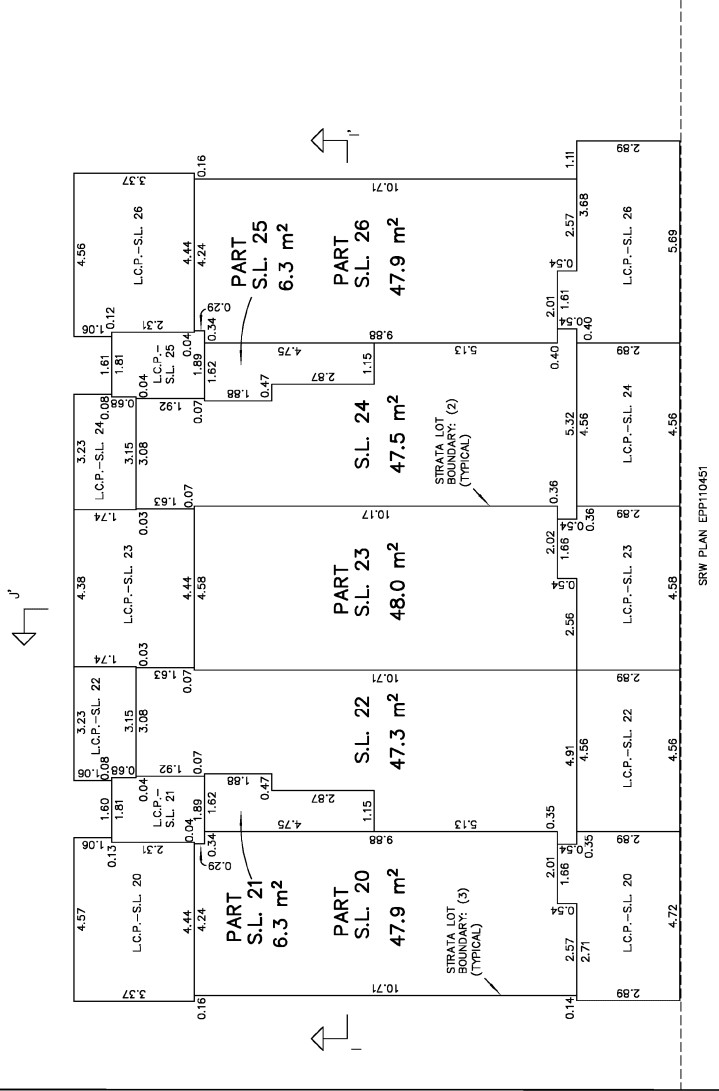


13  
 PLAN 10991

SHEET 26 OF 45 SHEETS

# STRATA PLAN EPS9352

WALKWAY & LANDSCAPING C.P.



SRW PLAN EPP110451

## WEST 49TH AVENUE

### NOTES:

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT
- STRATA LOT BOUNDARIES ARE TAKEN TO:
  - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
  - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
  - (3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT:  
 ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION.  
 CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

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 V-23-18594-STRATA

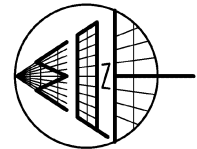


# BUILDING 5 - LEVEL 3

SCALE 1:100

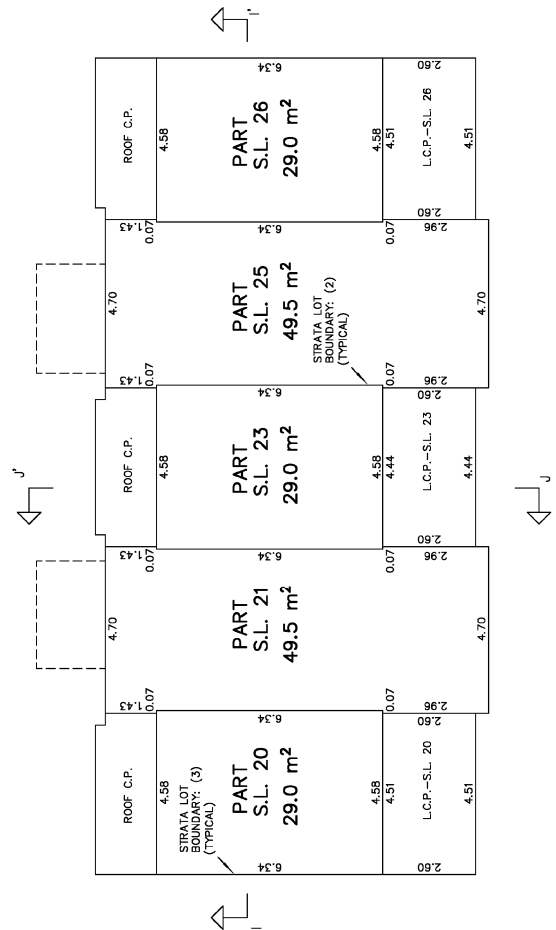


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 5600mm  
IN WIDTH BY 4320mm IN HEIGHT (C-SIZE) WHEN  
PLOTTED AT THE SCALE INDICATED.



SHEET 28 OF 45 SHEETS

# STRATA PLAN EPS9352



- NOTES:**
- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
    - THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
    - THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
    - THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
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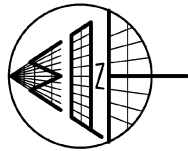
V-23-18594-STRATA

# BUILDING 5 - ROOF

SCALE 1:100

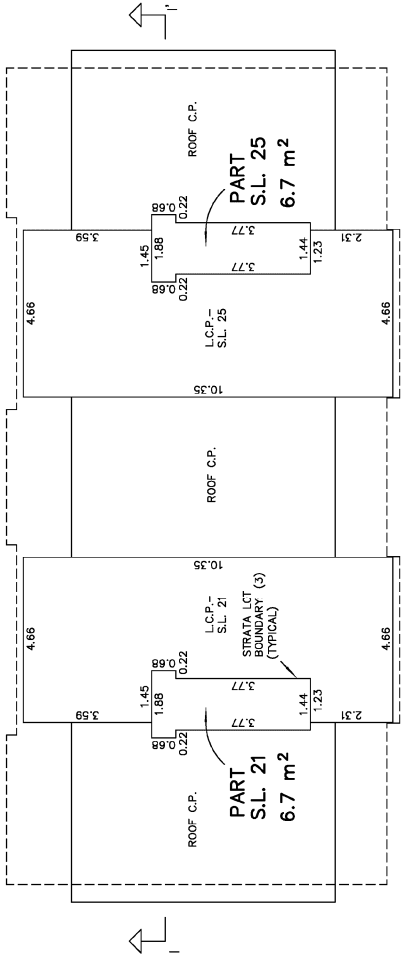


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 29 OF 45 SHEETS



- NOTES:**
- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
    - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
    - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
    - (3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
  - LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT:  
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 CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

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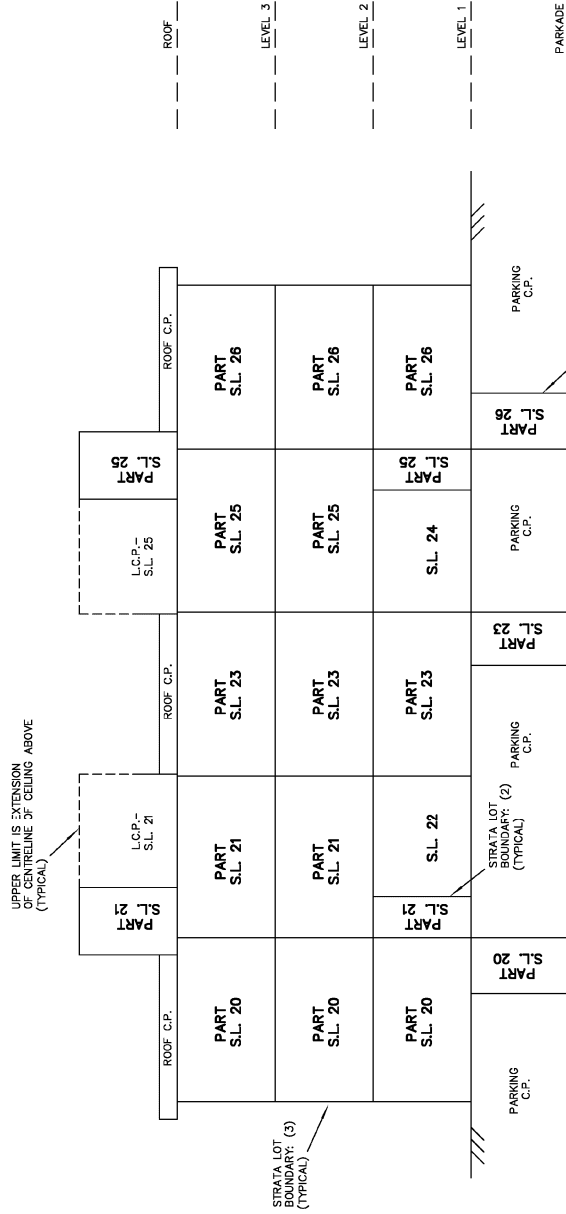
# BUILDING 5 - CROSS SECTIONS

SCALE: 1:100

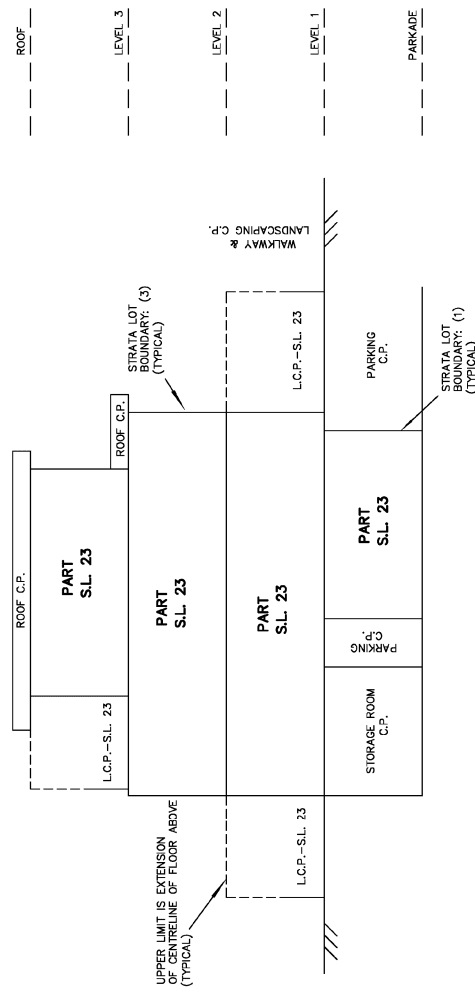


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 5600mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.

## SECTION I - I'



## SECTION J - J'



### NOTES:

- PURSUANT TO SECTION 68 OF THE BUILDING ACT, THE STRATA LOT BOUNDARIES ARE TAKEN TO:
  - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
  - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
  - (3) THE COMMON AREA SIDE OF STRUCTURAL WALLS ADJACENT TO COMMON AREAS.
- LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT:  
 ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION.

**MATSON PECK & TOPLISS**  
 SURVEYORS & ENGINEERS  
 #520 - 11120 HORSESHOE WAY  
 RICHMOND, B.C., V7A 5H7  
 PH: 604-270-9331  
 FAX: 604-270-4137  
 CADFILE: 18594-STRATA.DWG  
 V-23-18594-STRATA

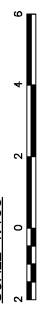
# STRATA PLAN EPS9352

SHEET 30 OF 45 SHEETS

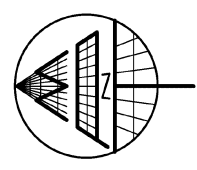
**STRATA PLAN EPS9352**

**BUILDING 6 – GROUND LEVEL**

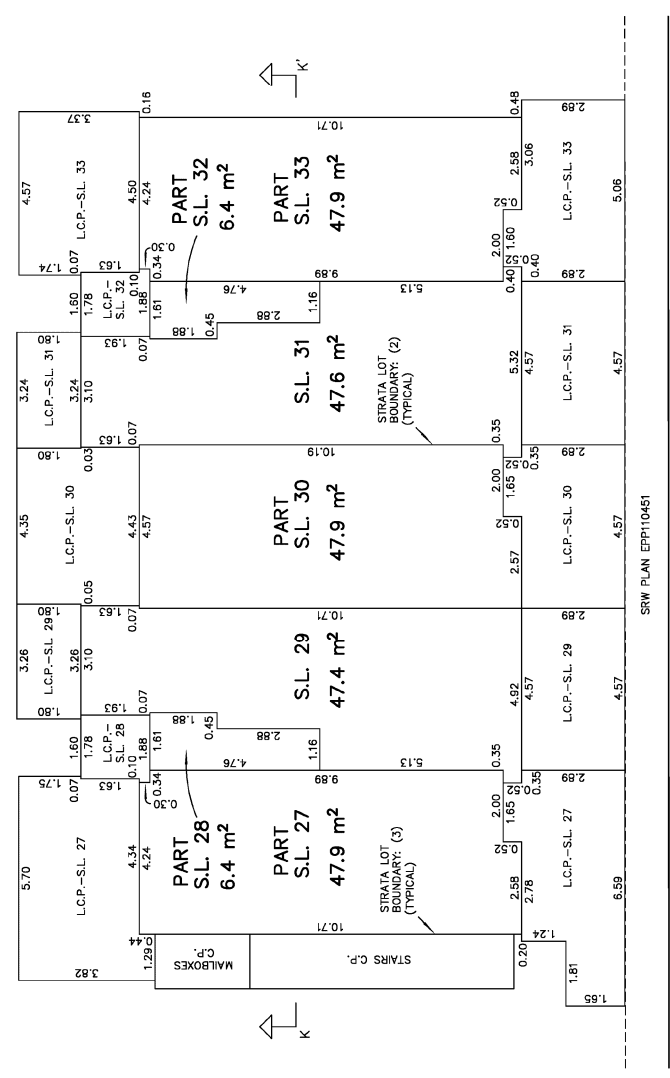
SCALE 1:100



ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



WALKWAY & LANDSCAPING C.P.



SRW PLAN EPP110451



**WEST 49TH AVENUE**

- NOTES:**
- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT
  - STRATA LOT BOUNDARIES ARE TAKEN TO:
    - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
    - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
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  - LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION. CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

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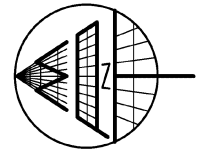


# BUILDING 6 - LEVEL 2

SCALE 1:100

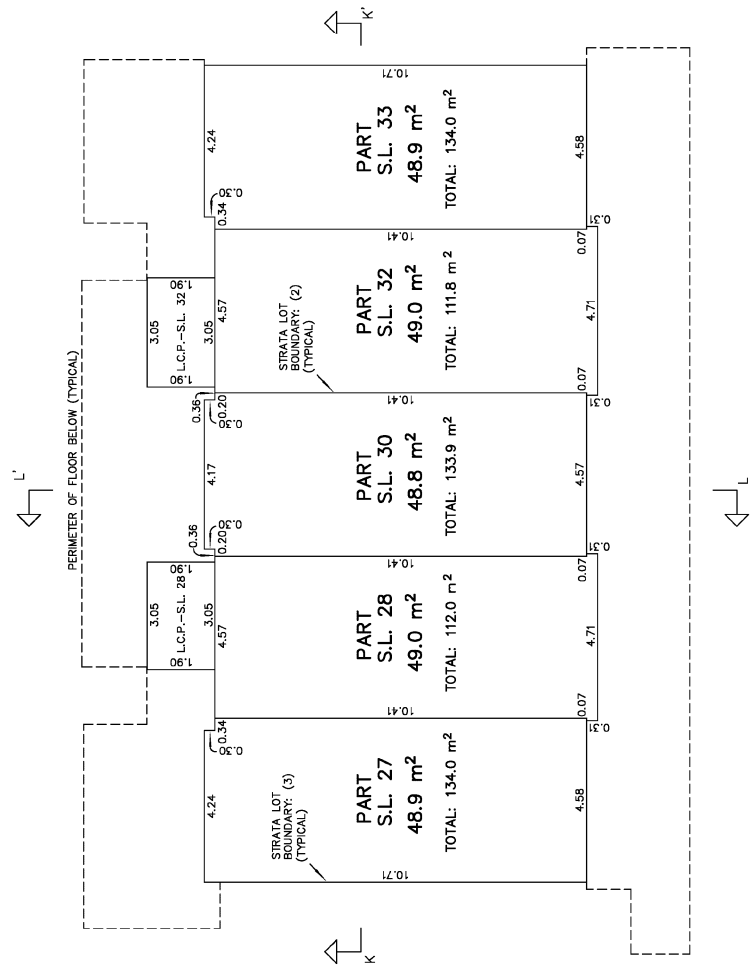


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
PLOTTED AT THE SCALE INDICATED.



SHEET 32 OF 45 SHEETS

# STRATA PLAN EPS9352



### NOTES:

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  - THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
  - THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
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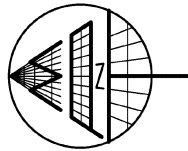
V-23-18594-STRATA

# BUILDING 6 - LEVEL 3

SCALE 1:100

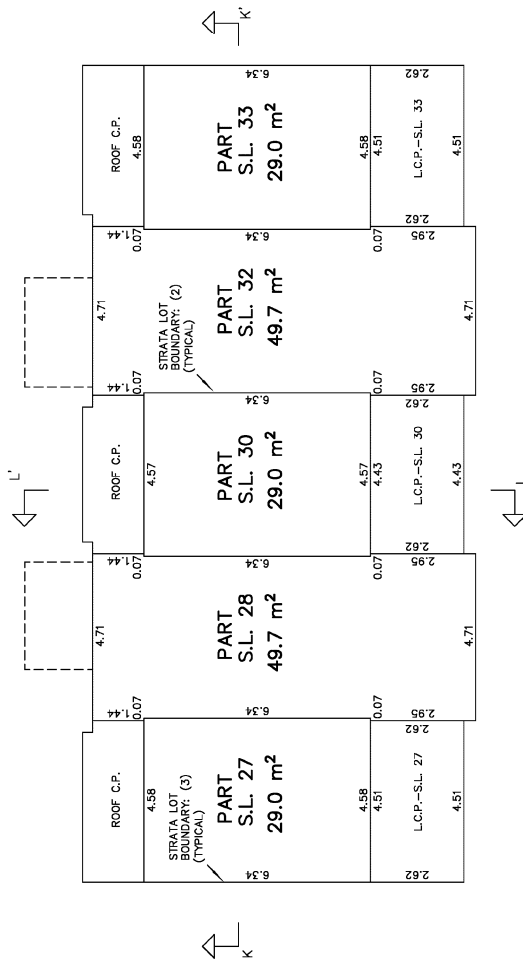


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 5600mm  
 IN WIDTH BY 4320mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 33 OF 45 SHEETS



### NOTES:

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- STRATA LOT BOUNDARIES ARE TAKEN TO:
  - THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
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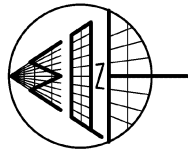
V-23-18594-STRATA

# BUILDING 6 - ROOF

SCALE 1:100

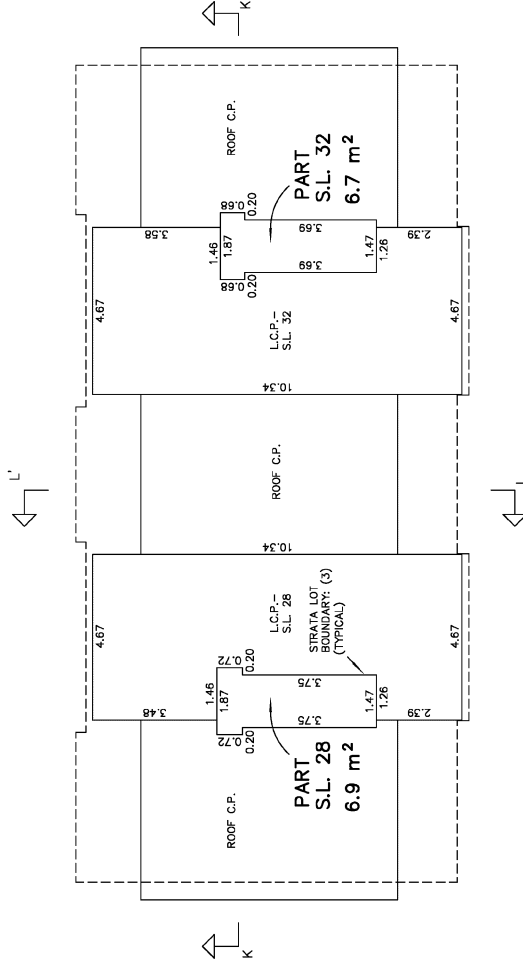


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 34 OF 45 SHEETS



### NOTES:

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
  - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
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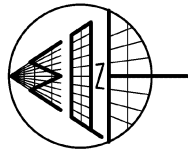


# BUILDING 7 - GROUND LEVEL

SCALE 1:100

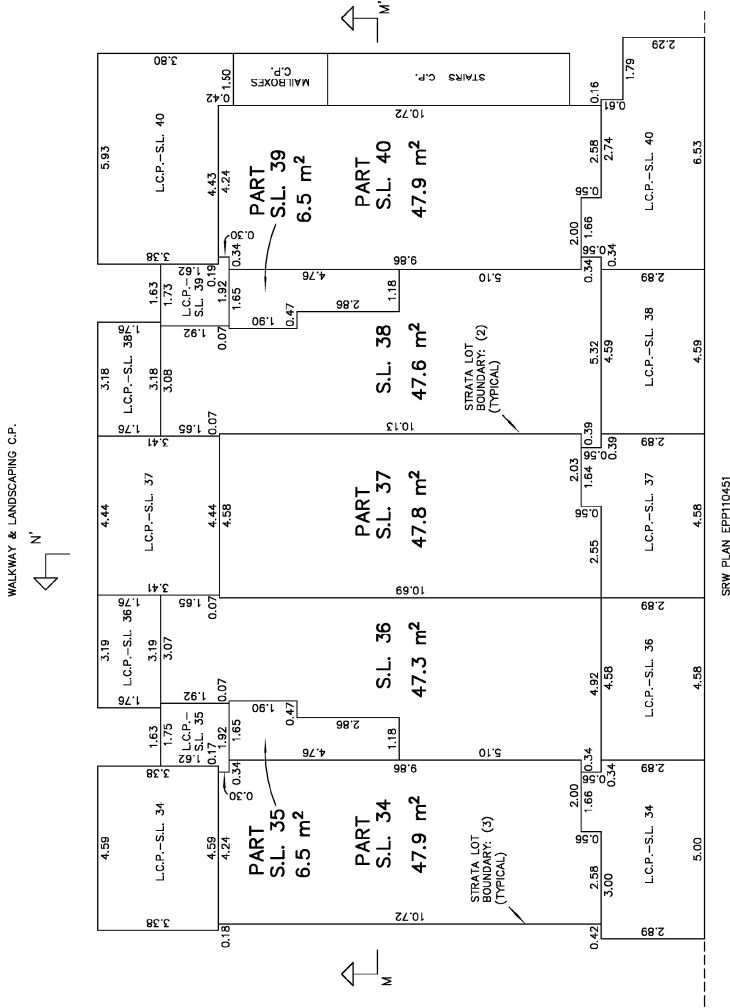


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



SHEET 36 OF 45 SHEETS

# STRATA PLAN EPS9352



## WEST 49TH AVENUE

- NOTES:**
- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT
  - STRATA LOT BOUNDARIES ARE TAKEN TO:
    - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
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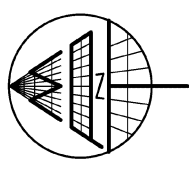
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 V-23-16594-STRATA

# BUILDING 7 - LEVEL 2

SCALE 1:100

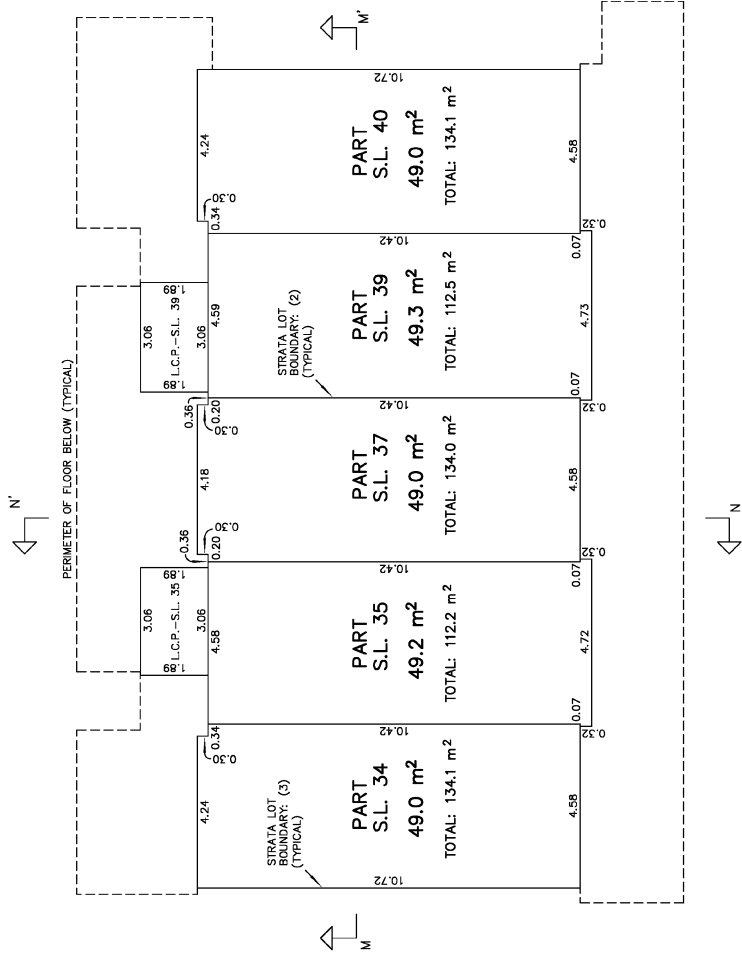


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
PLOTTED AT THE SCALE INDICATED.



SHEET 37 OF 45 SHEETS

# STRATA PLAN EPS9352



### NOTES:

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  - THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
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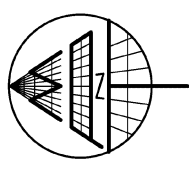
V-23-16594-STRATA

# BUILDING 7 - LEVEL 3

SCALE 1:100

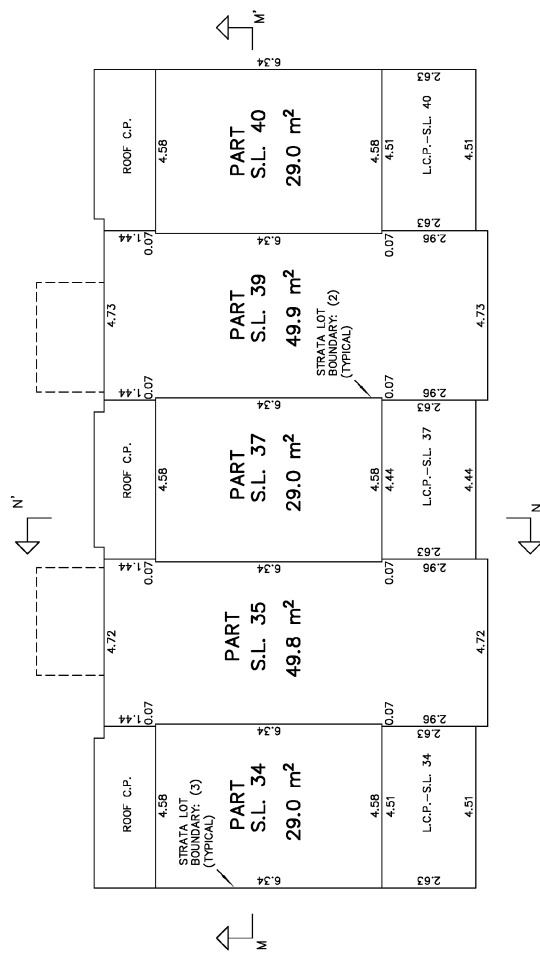


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 5600mm  
 IN WIDTH BY 4320mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



SHEET 36 OF 45 SHEETS

# STRATA PLAN EPS9352



### NOTES:

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
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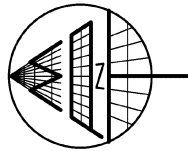
V-23-18594-STRATA

# BUILDING 7 - ROOF

SCALE 1:100

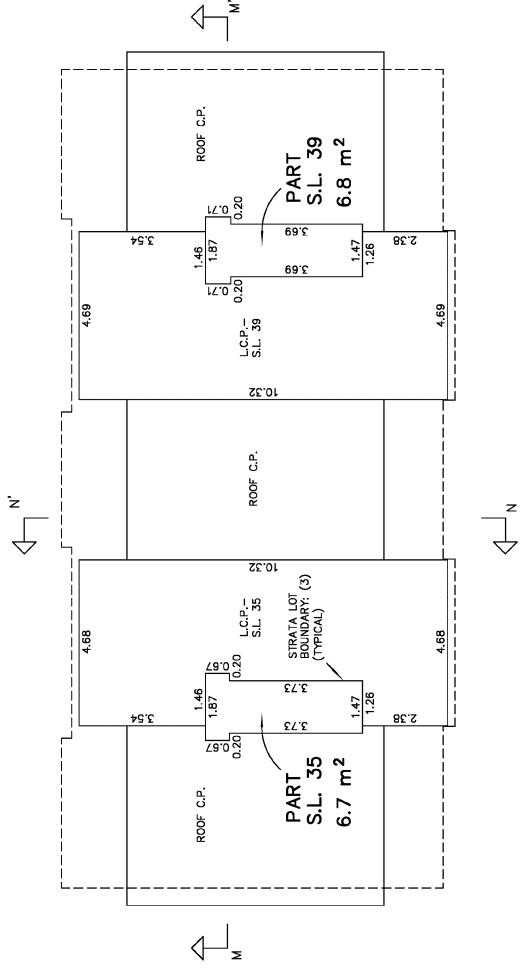


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 39 OF 45 SHEETS



### NOTES:

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT
- STRATA LOT BOUNDARIES ARE TAKEN TO:
  - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
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V-23-18594-STRATA



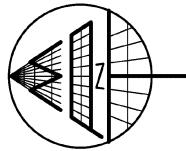


# BUILDING 8 - GROUND LEVEL

SCALE 1:100



ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
PLOTTED AT THE SCALE INDICATED.



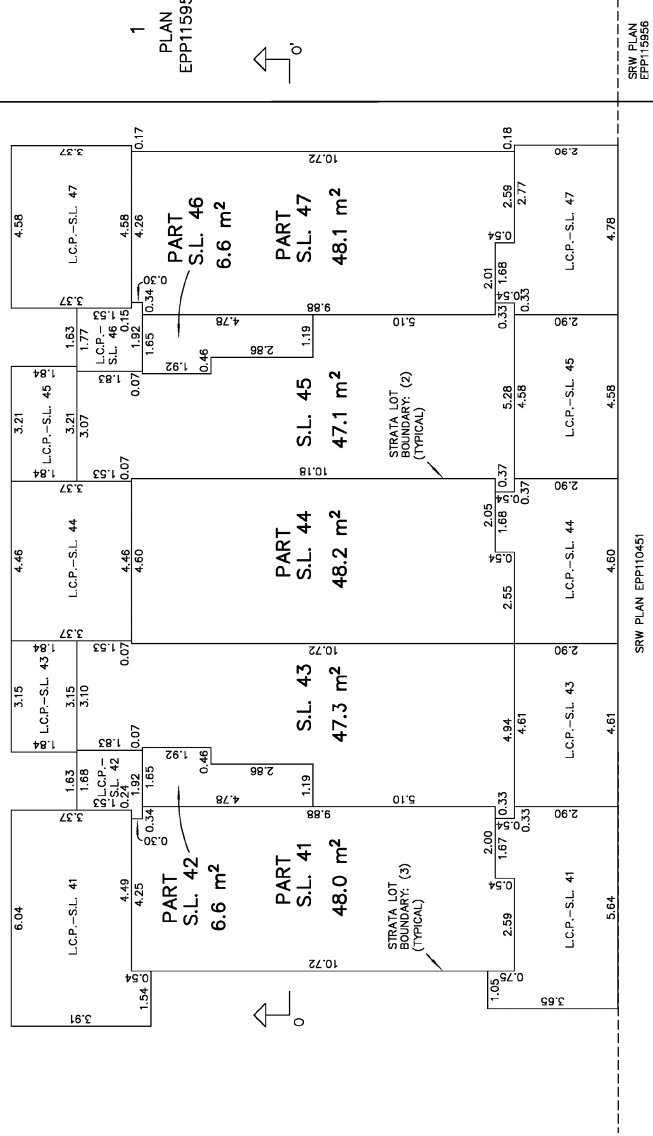
SHEET 41 OF 45 SHEETS

# STRATA PLAN EPS9352

1  
PLAN  
EPP115955



WALKWAY & LANDSCAPING C.P.



SRW PLAN EPP10451

SRW PLAN  
EPP115956



# WEST 49TH AVENUE

### NOTES:

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
  - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
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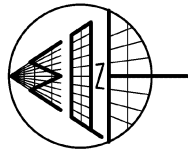
V-23-18594-STRATA

# BUILDING 8 - LEVEL 2

SCALE 1:100

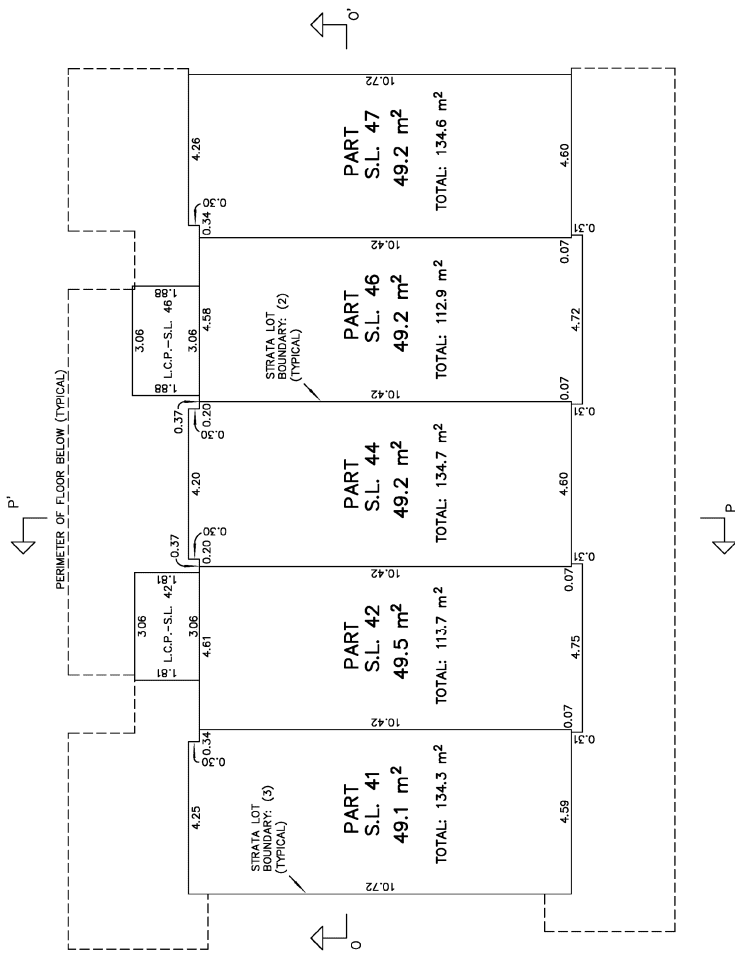


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 42 OF 45 SHEETS



- NOTES:**
- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT
  - STRATA LOT BOUNDARIES ARE TAKEN TO:
    - THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
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  - LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: ALL L.C.P. AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSION.
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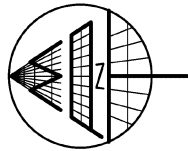
V-23-18594-STRATA

# BUILDING 8 - LEVEL 3

SCALE 1:100

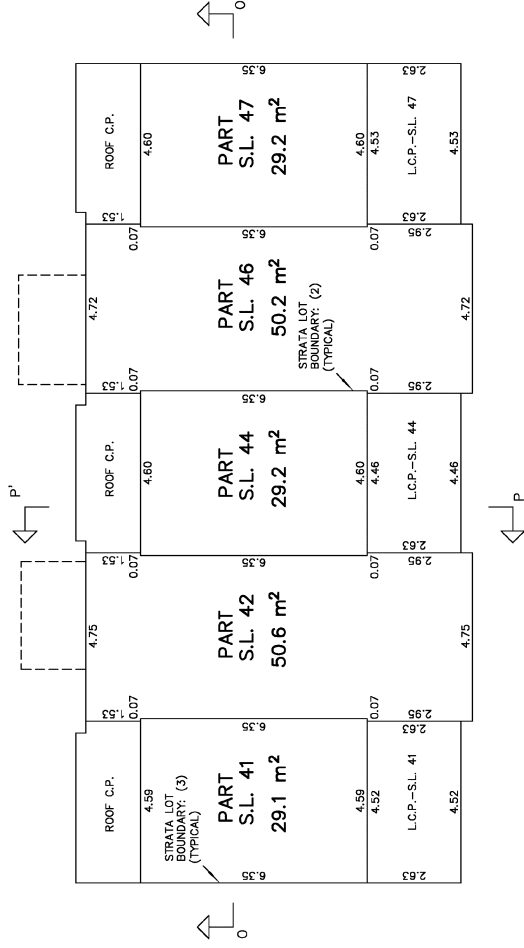


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 5600mm  
 IN WIDTH BY 4320mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 43 OF 45 SHEETS



### NOTES:

- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
  - THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
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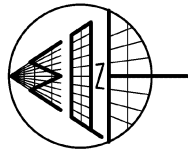
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# BUILDING 8 - ROOF

SCALE 1:100

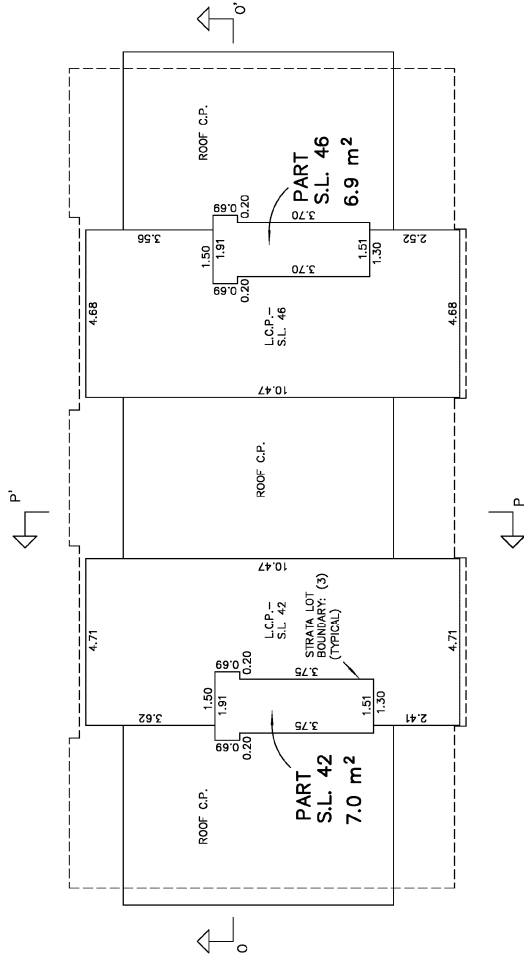


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
PLOTTED AT THE SCALE INDICATED.



# STRATA PLAN EPS9352

SHEET 44 OF 45 SHEETS



- NOTES:**
- PURSUANT TO SECTION 88 OF THE STRATA PROPERTY ACT, STRATA LOT BOUNDARIES ARE TAKEN TO:
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  - CROSS SECTION ARROWS POINT IN DIRECTION OF VIEW.

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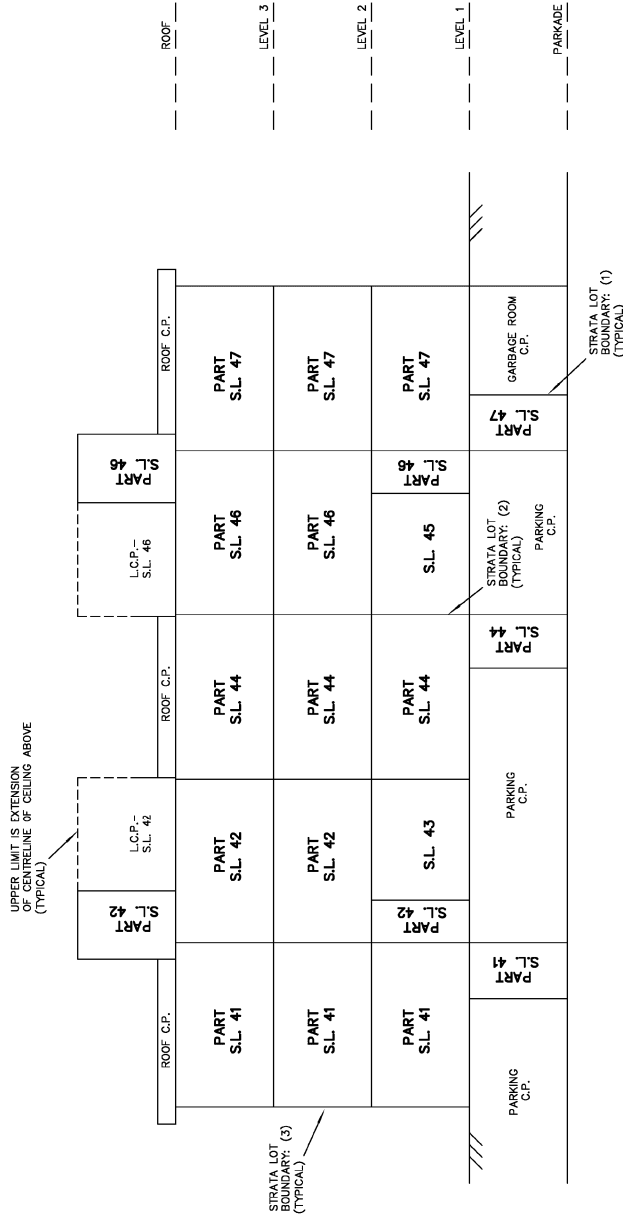
# BUILDING 8 - CROSS SECTIONS

SCALE 1:100

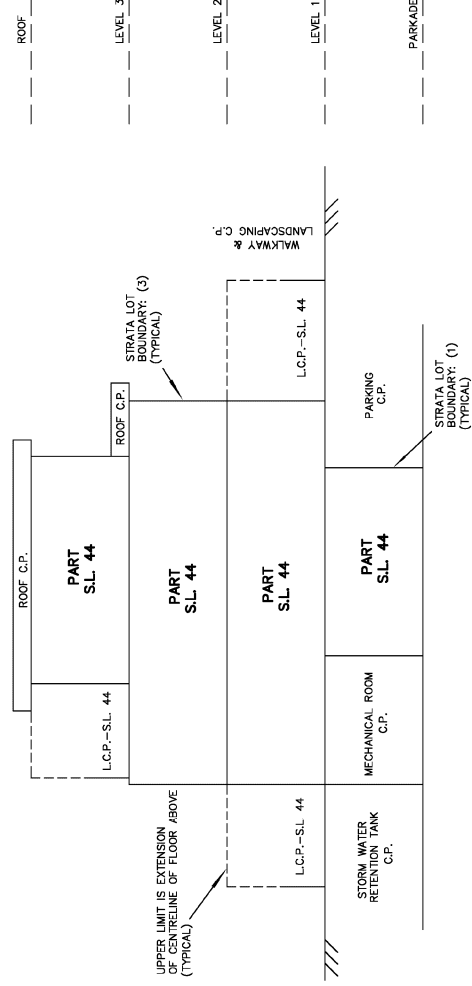


ALL HORIZONTAL GROUND-LEVEL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm  
 IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN  
 PLOTTED AT THE SCALE INDICATED.

## SECTION 0 - 0'



## SECTION P - P'



- NOTES:**
- 1) PURSUANT TO SECTION 68 OF THE BUILDING ACT, THE STRATA LOT BOUNDARIES ARE TAKEN TO:
    - (1) THE OUTSIDE FACE OF EXTERIOR CONCRETE WALLS.
    - (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
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 CADFILE: 18594-STRATA.DWG  
 V-23-18594-STRATA

# STRATA PLAN EPS9352

SHEET 45 OF 45 SHEETS

**EXHIBIT B**  
**REGISTERED FORM V – SCHEDULE OF UNIT ENTITLEMENT**

See attached.

1. Contact

Document Fees: \$31.27

**Andrea Hang, Legal Administrative Assistant, BOSA  
PROPERTIES INC.  
1201 - 838 West Hastings Street  
Vancouver BC V6C 0A6  
6042991363**

ROWE - Form V Schedule of Unit Entitlement

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-V Schedule of Unit Entitlement**

3. Description of Land

PID/Plan Number

Legal Description

**EPS9352**

**THE OWNERS, STRATA PLAN EPS9352**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Anna Pogosjan  
F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-06-26  
17:31:34 -07:00



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

*(Section 245 (a), 246, 264)*

Re: Strata Plan EPS9352  
Being a Strata Plan of Lot A Block 1008 District Lot 526 Group 1  
New Westminster District Plan EPP110450

P.I.D. 031-432-000

**STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS**

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

- (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246 (3) (a) (i) of the *Strata Property Act*.

**Certificate of British Columbia Land Surveyor**

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

Date: May 19, 2023..... (month, day, year).

*Joe Coelho*

Digitally signed by JOSE COELHO  
H78565  
Date: 2023.05.19 08:35:11 -07'00'

.....  
Signature

**OR**

- (b) a whole number that is the same for all of the residential strata lots as set out in section 246 (3) (a) (ii) of the *Strata Property Act*.

**OR**

- (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (3) (a) (iii) of the *Strata Property Act*.

.....  
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement
1	4,6,7,8	141.3	141	2.53%
2	4,6,7,8	143.2	143	2.57%
3	4,6,7,8	143.2	143	2.57%
4	4,6,7,8	143.2	143	2.57%
5	4,6,7,8	141.8	142	2.55%
6	4,11,12,13	141.4	141	2.53%
7	4,11,12,13	143.2	143	2.57%
8	4,11,12,13	143.2	143	2.57%
9	4,11,12,13	143.2	143	2.57%
10	4,11,12,13	141.8	142	2.55%
11	5,16,17,18	142.2	142	2.55%
12	5,16,17,18	143.5	144	2.58%
13	5,16,17,18	143.5	144	2.58%
14	5,16,17,18	143.5	144	2.58%
15	5,16,17,18	142.2	142	2.55%
16	5,21,22,23	142.6	143	2.57%
17	5,21,22,23	143.5	144	2.58%
18	5,21,22,23	143.7	144	2.58%
19	5,21,22,23	114.3	114	2.05%
20	4,26,27,28	134.1	134	2.40%
21	26,27,28,29	111.6	112	2.01%
22	26	47.3	47	0.84%
23	4,26,27,28	134.0	134	2.40%
24	26	47.5	48	0.86%
25	26,27,28,29	111.6	112	2.01%
26	4,26,27,28	134.1	134	2.40%
27	4,31,32,33	134.0	134	2.40%
28	31,32,33,34	112.0	112	2.01%
29	31	47.4	47	0.84%
30	4,31,32,33	133.9	134	2.40%
31	31	47.6	48	0.86%
32	31,32,33,34	111.8	112	2.01%
33	4,31,32,33	134.0	134	2.40%
34	5,36,37,38	134.1	134	2.40%
35	36,37,38,39	112.2	112	2.01%
36	36	47.3	47	0.84%
37	5,36,37,38	134.0	134	2.40%
38	36	47.6	48	0.86%
39	36,37,38,39	112.5	113	2.03%
40	5,36,37,38	134.1	134	2.40%
41	5,41,42,43	134.3	134	2.40%
42	41,42,43,44	113.7	114	2.05%
43	41	47.3	47	0.84%
44	5,41,42,43	134.7	135	2.42%

45	41	47.1	47	0.84%
46	41,42,43,44	112.9	113	2.03%
47	5,41,42,43	134.6	135	2.42%
<b>Total number of strata lots: 47</b>			<b>Total Unit Entitlement: 5574</b>	

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

Date: ..... **June 26, 2023** ..... (month, day, year)

.....  
Signature of Owner Developer

**EXHIBIT C**  
**FINAL INTERIM BUDGET OF ESTIMATED OPERATING EXPENSES**

See attached.

Interim Budget  
ROWE

	2023 Interim Budget (Common Expenses)	Interim Budget (Type Exclusive Expenses) 28 Strata Lots
<b>INCOME</b>		
Strata Fees	\$357,609	\$3,000
Other Income	\$0	\$0
Interest earned	\$0	\$0
<b>Total Income</b>	<b>\$357,609</b>	<b>\$3,000</b>
<b>EXPENSES</b>		
Administration	\$2,300	\$0
Enterphone/Access Control Lease	\$26,500	\$0
Insurance	\$90,000	\$0
Property Management Fees	\$34,980	\$0
<b>Total Administration</b>	<b>\$153,780</b>	<b>\$0</b>
Dryer Vent Cleaning	\$1,700	\$0
Doors/Locks Upgrade	\$4,000	\$0
Elevator Maintenance	\$0	\$0
Electric Vehicle Operator	\$500	\$0
Energy Star Reporting	\$2,500	\$0
Fire System/Equip	\$3,000	\$0
Phone Lines / Alarm Monitoring	\$2,000	\$0
Gutter Cleaning	\$1,500	\$0
Irrigation	\$500	\$0
Janitorial / PT Caretaking	\$22,000	\$0
Landscaping	\$21,000	\$0
General Repair and Maintenance	\$7,500	\$0
Mechanical/Plumbing <i>(see note 1 below)</i>	\$10,000	\$3,000
Mechanical - DDC	\$5,000	\$0
Mechanical - VRF Maintenance	\$2,600	\$0
Parkade Cleaning	\$1,000	\$0
Pathway Maintenance (SRW)	\$2,000	\$0
Pest Control	\$1,000	\$0
Professional Fees	\$2,500	\$0
Snow Removal	\$4,500	\$0
Warranty Inspection Report	\$6,000	\$0
Window Cleaning	\$3,000	\$0
<b>Total Repair and Maintenance</b>	<b>\$103,800</b>	<b>\$3,000</b>
Electricity	\$48,000	\$0
Water Sewer	\$15,000	\$0
Trash /Recycling/Composting	\$19,000	\$0
Natural Gas	\$1,000	\$0
<b>Total Utilities</b>	<b>\$83,000</b>	<b>\$0</b>
<b>Total</b>	<b>\$340,580</b>	<b>\$3,000</b>
Contingency Reserve (5%)	\$17,029	\$0
<b>TOTAL OPERATING COSTS</b>	<b>\$357,609</b>	<b>\$3,000</b>
<b>Total Surplus/Deficit</b>	<b>\$0</b>	<b>\$0</b>

1: "Type" expense of \$3,000 payable only by Owners of the Central heat Pump Strata Lots. Future annual budgets may include expenses exclusive to iether one or both strata lot types

**EXHIBIT D**  
**FINAL ESTIMATED MONTHLY ASSESSMENTS PER STRATA LOT**

See attached.

**Interim Strata Fees  
Rowe**

<b>Unit</b>	<b>SL</b>	<b>U.E.</b>	<b>Operating Contribution</b>	<b>Contingency Contribution</b>	<b>Type Contribution</b>	<b>Total Strata Fees</b>
175	1	141	\$717.94	\$35.90		\$753.84
174	2	143	\$728.13	\$36.41		\$764.54
173	3	143	\$728.13	\$36.41		\$764.54
172	4	143	\$728.13	\$36.41		\$764.54
171	5	142	\$723.03	\$36.15		\$759.18
165	6	141	\$717.94	\$35.90		\$753.84
164	7	143	\$728.13	\$36.41		\$764.54
163	8	143	\$728.13	\$36.41		\$764.54
162	9	143	\$728.13	\$36.41		\$764.54
161	10	142	\$723.03	\$36.15		\$759.18
135	11	142	\$723.03	\$36.15		\$759.18
134	12	144	\$733.22	\$36.66		\$769.88
133	13	144	\$733.22	\$36.66		\$769.88
132	14	144	\$733.22	\$36.66		\$769.88
131	15	142	\$723.03	\$36.15		\$759.18
124	16	143	\$728.13	\$36.41		\$764.54
123	17	144	\$733.22	\$36.66		\$769.88
122	18	144	\$733.22	\$36.66		\$769.88
121	19	114	\$580.46	\$29.02		\$609.48
185	20	134	\$682.30	\$34.12	\$11.60	\$728.02
186	21	112	\$570.28	\$28.51	\$9.69	\$608.48
184	22	47	\$239.31	\$11.97	\$4.07	\$255.35
183	23	134	\$682.30	\$34.12	\$11.60	\$728.02
182	24	48	\$244.41	\$12.22	\$4.15	\$260.78
187	25	112	\$570.28	\$28.51	\$9.69	\$608.48
181	26	134	\$682.30	\$34.12	\$11.60	\$728.02
155	27	134	\$682.30	\$34.12	\$11.60	\$728.02
156	28	112	\$570.28	\$28.51	\$9.69	\$608.48
154	29	47	\$239.31	\$11.97	\$4.07	\$255.35
153	30	134	\$682.30	\$34.12	\$11.60	\$728.02
152	31	48	\$244.41	\$12.22	\$4.15	\$260.78
157	32	112	\$570.28	\$28.51	\$9.69	\$608.48
151	33	134	\$682.30	\$34.12	\$11.60	\$728.02
145	34	134	\$682.30	\$34.12	\$11.60	\$728.02
146	35	112	\$570.28	\$28.51	\$9.69	\$608.48
144	36	47	\$239.31	\$11.97	\$4.07	\$255.35
143	37	134	\$682.30	\$34.12	\$11.60	\$728.02
142	38	48	\$244.41	\$12.22	\$4.15	\$260.78
147	39	113	\$575.37	\$28.77	\$9.78	\$613.92
141	40	134	\$682.30	\$34.12	\$11.60	\$728.02
115	41	134	\$682.30	\$34.12	\$11.60	\$728.02
116	42	114	\$580.46	\$29.02	\$9.87	\$619.35
114	43	47	\$239.31	\$11.97	\$4.07	\$255.35
113	44	135	\$687.39	\$34.37	\$11.68	\$733.44
112	45	47	\$239.31	\$11.97	\$4.07	\$255.35
117	46	113	\$575.37	\$28.77	\$9.78	\$613.92
111	47	135	\$687.39	\$34.37	\$11.68	\$733.44
<b>Total UE</b>		<b>5,574</b>	<b>\$28,381.63</b>	<b>\$1,419.15</b>	<b>\$250.04</b>	<b>\$30,050.82</b>
<b>Total Annual</b>			<b>\$340,580</b>	<b>\$17,029</b>	<b>\$3,000</b>	<b>\$360,609</b>

**EXHIBIT E**  
**REGISTERED FORM Y – OWNER DEVELOPER’S NOTICE OF DIFFERENT BYLAWS**

See attached.



1. Contact

Document Fees: \$31.27

**Andrea Hang, Legal Administrative Assistant, BOSA  
PROPERTIES INC.  
1201 - 838 West Hastings Street  
Vancouver BC V6C 0A6  
6042991363**

ROWE - Form Y Owners Developers' Notice of Different Bylaws

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-Y Owners Developers' Notice of Different Bylaws**

3. Description of Land

PID/Plan Number      Legal Description

**EPS9352                      THE OWNERS, STRATA PLAN EPS9352**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Anna Pogosjan  
F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-06-26  
17:32:37 -07:00

**Strata Property Act**

**PROPOSED FORM Y**

**OWNER DEVELOPER'S NOTICE OF DIFFERENT BY-LAWS**  
(Section 245 (d), Regulations section 14.6(2))

Re: Strata Plan EPS9352, being a strata plan of:

Parcel Identifier:

031-432-000

Legal Description:

Lot A Block 1008 District Lots 526 Group 1 New  
Westminster District Plan EPP110450

The following or attached by-laws differ from the Standard Bylaws to the *Strata Property Act* (British Columbia), as permitted by section 120 of the Act:

**See the bylaws attached as Schedule A which differ from the  
Standard Bylaws to *Strata Property Act***

Date: June 26, 2023

**Owner Developer**

**BOSA PROPERTIES (WEST 49TH AVE) INC.,**  
by its authorized signatory:

By:   
Authorized Signatory

# ROWE

## SCHEDULE A

The Standard Bylaws attached to the *Strata Property Act* (the “**Act**”) are amended by:

1. deleting Bylaw 3(4) thereof and substituting the following therefor:
  - “(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following (unless a special permit is obtained from the strata corporation):
    - (a) a reasonable number of fish or other small aquarium animals;
    - (b) a reasonable number of small caged animals;
    - (c) up to two caged birds;
    - (d) up to two dogs; and
    - (e) up to two cats.”;
2. adding the following subsections to Bylaw 3:
  - “(5) The pet owners will be fully responsible for the behaviour of their pets within the development. Owners must inform their visitors and tenants about the bylaws and any other rules concerning pets. Owners, tenants and occupants will be responsible for clean-up and repair of any damage and mess to the common property caused by any pets brought within the development by them or their visitors.
  - (6) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, will register that pet with the strata corporation by providing to the strata corporation a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).
  - (7) An owner of a strata lot will not use, or permit any tenant or occupant of his or her strata lot or a visitor of the owner, tenant or occupant to use, a strata lot for any purposes other than: (i) residential purposes and other purposes ancillary to residential purposes; or (ii) any of the uses permitted under the zoning for the development. Notwithstanding the foregoing, an owner developer who has one or more unsold strata lots may use the strata lots for the purposes set out in Bylaw 30.
  - (8) An owner, tenant or occupant of a strata lot must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
  - (9) An owner, tenant or occupant of a strata lot is responsible for the conduct of their visitors, including ensuring that noise is kept at a level, in the sole determination of the strata corporation, that will not disturb the rights of quiet enjoyment of others.”;

3. adding the following subsection to Bylaw 4:
  - “(3) Within two weeks of a tenant moving into any strata lot, the owner must give the strata corporation a copy of the Form K - Notice of Tenant’s Responsibilities signed by the tenant, in accordance with section 146 of the Act.”;
  
4. deleting Bylaw 5(1) thereof and substituting the following therefor:
  - “(1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
    - (a) the structure of a building;
    - (b) the exterior of a building;
    - (c) chimneys, stairs, balconies, patios, decks or other things attached to the exterior of a building;
    - (d) doors, windows or skylights (including the castings, the frames and the sill of such doors, windows and skylights) on the exterior of a building, or that front on the common property;
    - (e) fences, railings or similar structures that enclose a patio, balcony, deck or yard;
    - (f) common property located within the boundaries of a strata lot;
    - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
    - (h) any trees, shrubs, vegetation or other landscaping installed by the owner developer or the strata corporation on limited common property at ground-level appurtenant to particular strata lots.”;
  
5. adding the following subsection to Bylaw 7:
  - “(3) If access to a strata lot is not provided in accordance with Bylaw 7, the owner will be responsible for:
    - (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency; and
    - (b) all costs incurred by the strata corporation in respect of contractors retained by the strata corporation who must re-attend at the building to access the strata lot.
  
  - (4) Where the strata corporation wishes to enter a strata lot for any of the purposes prescribed by these bylaws and/or for the purpose of inspecting, maintaining or repairing pipes, wires, cables, ducts and/or other facilities within the strata lot and which are capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agents will carry out any such work in a good and workmanlike manner. The strata corporation will

also make good any damage to the strata lot occasioned by such work and restore the strata lot to its pre-damaged condition, leaving the strata lot clean and free of debris.”;

6. deleting Bylaw 8 thereof and substituting the following therefor:

“8 The strata corporation must repair and maintain all of the following:

- (1) common assets of the strata corporation;
- (2) common property that has not been designated as limited common property;
- (3) limited common property, but the duty to repair and maintain it is restricted to:
  - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (i) the structure of a building;
    - (ii) the exterior of a building;
    - (iii) chimneys, stairs, balconies, patios, decks and other things attached to the exterior of a building;
    - (iv) doors, windows and skylights (including the castings, the frames and the sill of such doors, windows and skylights) on the exterior of a building or that front on the common property;
    - (v) fences, railings and similar structures that enclose patios, balconies, decks and yards; and
    - (vi) all trees, bushes, flowers, shrubs, vegetation and other landscaping and accompanying planters, if any, at ground-level of the development, installed by the owner developer or the strata corporation on limited common property appurtenant to particular strata lots, subject to Bylaw 45;
- (4) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
  - (a) the structure of a building,
  - (b) the exterior of a building,
  - (c) chimneys, stairs, balconies, patios, decks and other things attached to the exterior of a building,

- (d) doors, windows and skylights (including the castings, the frames and the sill of such doors, windows and skylights) on the exterior of a building or that front on the common property, and
- (e) fences, railings and similar structures that enclose patios, balconies, decks and yards.”;

7. adding the following subsection to Bylaw 9:

“(3) No person may stand for a council or continue to be on a council with respect to a strata lot if the strata corporation or a separate section, as applicable, is entitled to register a lien against that strata lot under section 116(1) of the Act.”;

8. deleting Bylaw 23 in its entirety and substituting the following therefor:

**“Maximum Fine**

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.
- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the strata corporation pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.”;

9. adding the following subsection to Bylaw 27:

“(8) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation or a separate section, as applicable, is entitled to register a lien against that strata lot under section 116(1) of the Act.”;

10. deleting Bylaw 30 in its entirety and substituting the following therefor:

**“Display lot**

30(1) An owner developer who has an unsold strata lot may use any strata lot(s), whether owned or leased by it, to carry on marketing, sales and leasing functions and events that relate to its sale or lease, including without limitation:

- (a) the posting and erecting in and about the common property of interior and exterior signs, placards, flags, notices and other things and structures for marketing; and

- (b) accessing and using common property (including parking on common property to access a display strata lot or an unsold strata lot) for the purpose of the owner developer's staff and representatives, to show the strata lots (including the display strata lot) to purchasers and prospective purchasers and tenants, and other invitees of the owner developer.
  - (2) An owner developer may use a strata lot that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.
  - (3) Until all strata lots are sold, the owner developer, and its employees, agents, contractors, workers, suppliers and other invitees will have the full, free, and uninterrupted right and license to enter upon and cross over the common property, with or without vehicles, equipment, and machinery, for the purposes of access to and from the lands and for the purposes described in Bylaw 30(1) above. The owner developer will be responsible for any damage caused to the common property by such entry on and use of the common property.”;
11. adding the following Bylaws after Bylaw 30 as Division 8 - Miscellaneous:

#### **“Division 8 - Miscellaneous**

##### **Advertising Re-Sale**

- 31 Unless the strata corporation otherwise gives its prior written consent, advertising for the re-sale or rental of a strata lot, except such strata lots that are owned by the owner developer, is only permitted on a directory board, directory tree and/or by placement on a single signage board, which will be supplied, located and maintained by the strata corporation, as determined by the strata corporation. This Bylaw 31 is subject to Bylaw 30 and nothing in this Bylaw 31 affects the rights of the owner developer under Bylaw 30.

##### **Quorum**

- 32 Notwithstanding section 48(3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and the eligible voters present in person or by proxy shall constitute a quorum.

##### **Electronic Attendance at Meetings**

- 33(1) A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- (2) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

##### **Authorization to proceed under *Small Claims Act* (British Columbia)**

- 34 The strata corporation may proceed under the *Small Claims Act* (British Columbia), without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata

corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation or the applicable separate section is required to expend as a result of the owner's act.

### **Insurance and Responsibility**

- 35(1) A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance and any applicable section insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance and/or any applicable section insurance for which the owner is responsible.
- (2) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation and/or a separate section from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any policy of strata insurance or section insurance. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.
- (3) For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation or a separate section will be considered an expense not covered by the proceeds of strata insurance or any applicable section insurance received by the strata corporation or the separate section and will be charged to the owner.

### **Move in Fee and Moving Arrangements**

- 36(1) An owner, tenant or occupant will be required to pay a one time move-in fee of \$150 prior to any change in tenancy or other move-in to the strata lot. This does not apply to the first move in by the owner/tenant, following the initial purchase from the owner developer.
- (2) The strata corporation may regulate the times and manner in which any moves into or out of the strata lots may be made and require that such moves be coordinated with the property manager for the development at least seven (7) days in advance of such moves, or such lesser period as the strata corporation may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant, occupant, visitor, employee, agent or invitee to carry out any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the property manager of the development, the owner of such strata lot will be subject to a fine of \$100, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
- (3) An owner of a strata lot must notify the strata corporation in advance of the date and time that the owner, tenant or occupant of his or her strata lot will be moving into or out of such strata lot.

### **Use of Amenities**

- 37(1) In these Bylaws "**Amenities**" means collectively all common amenities, common facilities or common areas (including, without limitation, any outdoor seating areas) available for shared use by all owners, tenants, occupants and their visitors,



subject to the following bylaw provisions and the rules established from time to time by the strata corporation;

- (2) Each owner, tenant or occupant will comply with the rules and regulations from time to time established by the strata corporation which govern the use and enjoyment of the Amenities. Postings of any such rules and regulations will constitute sufficient notice to all such persons.
- (3) Except as otherwise permitted pursuant to an agreement that governs the common property or a statutory right of way over common property, Amenities are for the use of the owners, tenants, occupants and their accompanying visitors only.
- (4) Any use of the Amenities is at the sole risk of the user, who assumes all risks including, but not limited to, risks of death, injury, damage to persons and damage to or loss of personal property associated with or arising out of such use; and, as a condition of use, the user indemnifies the strata corporation, its members, agents and employees against all liability arising out of such use. Without limiting the foregoing, the strata corporation is not liable for any accident, injury or death resulting from the use of any Amenities by owners, tenants, occupants, visitors or any other person.
- (5) Anyone who engages in any reckless, hazardous, destructive, or potentially hazardous or destructive activity within any Amenities, or who continues to breach a rule or bylaw after receiving a verbal warning from a representative of the strata corporation, is required to leave such area(s), as the case may be, immediately upon request of a representative of the strata corporation.
- (6) Entry into and/or use of the Amenities areas in a state of impairment due to drug or alcohol intoxication is prohibited.
- (7) The strata corporation may temporarily close or restrict use of any Amenities if such area is being used in an unsafe or disruptive manner, if such area requires maintenance or cleaning, if such temporary closure or restriction is reasonably necessary in order to comply with an order or recommendation of the municipal or provincial government, or if such area is required for a function organized or approved by the strata corporation.
- (8) The Amenities may not be used in any manner that disrupts other residents of the development and must comply with the noise bylaws of the City of Vancouver.

### **Parking and Storage**

- 38(1) An owner, tenant or occupant of a strata lot is only entitled to the use of a parking stall, storage room or a bicycle/storage locker located in the parking facility pursuant to a partial assignment of the parking stall and bicycle/storage lease (the "**Parking and Bicycle/Storage Lease**") between the strata corporation (by assignment from the owner developer) and the owner developer (by assignment from Bosa Properties (ROWE Parking) Inc.) as tenant. This section shall not restrict the use of any parking stalls, storage rooms or bicycle/storage lockers designated as limited common property, if any.
- (2) An owner, tenant, occupant, visitor or guest must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata corporation.

- (3) An owner, tenant or occupant shall not:
- (a) use any parking space, storage room or bicycle/storage locker in the building or on the common property or on any limited common property, except that the parking space which has been specifically assigned to his strata lot, a parking space, storage room or bicycle/storage locker leased by the owner or, when specifically agreed with another owner, the parking space, storage room or bicycle/storage locker assigned to the strata lot of that other owner;
  - (b) permit their visitors to use any parking space, storage room or bicycle/storage locker in the building or on the common property or on any limited common property, except such parking space, storage room or bicycle/storage locker specifically designated for visitor use by the strata corporation;
  - (c) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (d) rent or lease the parking space, storage room or bicycle/storage locker assigned by the strata corporation to his or her strata lot to, or otherwise permit that parking space, storage room or bicycle/storage locker to be regularly used by, anyone that is not a resident of the building;
  - (e) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property;
  - (f) use any part of the common property (including any parking stall, if any, assigned to the strata lot) for storage of personal items or property, without the written consent of the strata corporation. Notwithstanding the foregoing, an owner, tenant or occupant may store personal property within a storage room or a bicycle/storage locker which such person has a right to use pursuant to the Parking and Bicycle/Storage Lease, subject to any rules and regulations of the strata corporation; and
  - (g) wash any vehicle within the parking facility, except within specifically designated car-wash stalls, if any.
- (4) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.
- (5) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner which will reduce the width of an access roadway.
- (6) No vehicles exceeding 4,000 kg gross vehicle weight shall be parked or brought onto the common property without the consent of the strata corporation, except when used in delivery to or removal from the premises.
- (7) Any vehicle which does not comply with this Bylaw may be removed at the owner's expense.
- (8) The cost of repairing any damage to a parking space, storage room or bicycle/storage locker due to the intentional conduct of an owner, tenant, occupant

or visitor will be the sole responsibility of the owner that has been granted the use of the applicable parking space, storage room or bicycle/storage locker.

### **Bicycle Storage**

- 39 No person may bring or keep a bicycle within the development other than in the bicycle storage room(s) and the designated bicycle/storage locker(s) and/or storage room(s) assigned to for the exclusive use of a particular strata lot pursuant to the Parking and Bicycle/Storage Lease. The strata corporation shall be responsible for administering the use of the bicycle storage room(s) and any bicycle racks located within the interior and exterior common property. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bike racks, including charging fees to users if approved by resolution of the strata corporation.

### **Accessible Parking and Re-Allocation of Accessible Stalls**

- 40 Certain parking stalls (the “**Accessible Stalls**”) in the common property are designed and constructed to accommodate vehicles driven by disabled persons. Some or all of the Accessible Stalls will be allocated by way of partial assignment of the Parking and Bicycle/Storage Lease, and may be allocated to, and used by, owners who do not qualify for the use of disabled parking stalls. The strata corporation and every owner of a strata lot will be required to comply with the terms and provisions of the Parking and Bicycle/Storage Lease in connection with any request by an owner for an exchange of an Accessible Stall provided such request satisfies the requirements set out in section 4.09 of the Parking and Bicycle/Storage Lease.

### **Electric Vehicle Chargers**

- 41(1) An owner of a strata lot who wishes to install an electric vehicle charger for a parking stall assigned to such owner under the Parking and Bicycle/Storage Lease must apply to the strata corporation for approval and satisfy any requirements of the strata corporation before installing such charger. Without limiting the foregoing, the strata corporation may require the following requirements to be satisfied before approving the installation of an electric vehicle charger:
- (a) the electric vehicle charger must be compatible with the development’s electric vehicle charging network and must be Open Charge Point Protocol (OCPP) compliant, as determined by the operator (the “**EV Network Operator**”) of the development’s electric vehicle charging network;
  - (b) the electric vehicle charger must be capable of load-sharing with any existing electric vehicle chargers on the same circuit (being a 2:1 ratio), as determined by the EV Network Operator; and
  - (c) the electric vehicle charger must be registered with the EV Network Operator at the time it is installed.
- (2) The installation of any electric vehicle charger must be carried out by a qualified electrician approved in advance by the strata corporation.
- (3) The owner will be responsible for purchasing, installing, maintaining and repairing the electric vehicle charger at the owner’s sole cost and expense.

- (4) An owner, tenant or occupant of a strata lot will have the exclusive right to use an electric vehicle charger, if any, which is appurtenant to a parking stall assigned to such owner under the Parking and Bicycle/Storage Lease.
- (5) An owner, tenant or occupant of a strata lot will not, and will not permit any visitor of the owner, tenant or occupant to, use any electrical receptacle or electric vehicle charger in the parking facility except for (1) an electrical receptacle or electric vehicle charger, if any, which is appurtenant to a parking stall which has been assigned to such owner under the Parking and Bicycle/Storage Lease, or (2) an electrical receptacle or electric vehicle charger, if any, which is made available by the strata corporation for common use. Notwithstanding the foregoing, no electrical receptacles in the parking facility may be used unless such receptacle has been unlocked for use by the strata corporation (and the use thereof will be subject to an additional monthly fee payable by the owner to the strata corporation, at a rate of \$30.00 per month or such other rate as may be set by the strata corporation from time to time, and to any applicable rules and regulations of the strata corporation).
- (6) An owner may not use, or permit its tenants or occupants to use, an installed electric vehicle charger for a parking stall assigned to such owner under the Parking and Bicycle/Storage Lease until such owner has activated such electric vehicle charger with the strata corporation and the EV Network Operator, which activation may require such owner to create an individual account and/or enter into a user agreement with the EV Network Operator. The owner who has an installed and activated electric vehicle charger in a parking stall assigned to such owner under the Parking and Bicycle/Storage Lease is required to pay any and all charges applicable to such electric vehicle charger to the strata corporation or, if determined by the strata corporation, to the EV Network Operator. An owner may deactivate an installed electrical vehicle charger for a parking stall assigned to such owner under the Parking and Bicycle/Storage Lease in accordance with the procedures set by the strata corporation and the EV Network Operator from time to time.
- (7) Any visitor to the development who uses an electric vehicle charger provided by the strata corporation for common use is required to pay any and all charges applicable to such electric vehicle charger to the strata corporation or, if determined by the strata corporation, to the EV Network Operator.

### **Smoking and Vaping**

42(1) In this Bylaw:

- (a) “**marijuana**” includes cannabis;
  - (b) “**smoke**” or “**smoking**” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco, other weed substances (including, for clarity, marijuana) or any other combustible substance, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, candles or smoke from incense; and
  - (c) “**vape**” or “**vaping**” includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
- (2) An owner, tenant, occupant or visitor must not:

- (a) smoke or vape on the interior common property or limited common property, such as, but not limited to hallways, lobbies, storage rooms, bicycle storage rooms and parking facilities;
  - (b) smoke or vape on the exterior common property or limited common property, including balconies, decks, patios, yards, outdoor areas of the development (including any outdoor seating areas), walkways, roadways or parking areas; and
  - (c) permit the smoke or odour from smoking or vaping to escape any strata lot such that it can be smelled by an owner, tenant or occupant of another strata lot.
- (3) Despite any legalization or decriminalization, marijuana production within a condominium development has the potential to cause disturbing odours, mould proliferation and/or insurability concerns. Therefore, growing marijuana plants, and/or processing or production, including sale or resale, of marijuana products is prohibited within the bounds of the strata plan, including, without limiting the foregoing, in any strata lot or on any common property or limited common property.
- (4) All persons, including, without limitation, owners, tenants and occupants of the strata lots and visitors of such persons, must comply with this Bylaw 42. Owners, tenants and occupants of the strata lots must ensure that this Bylaw is not violated by their visitors or anyone else they let into the development.
- (5) The strata corporation may make reasonable accommodation for one or more individuals that have an addiction to nicotine or marijuana that is a physical or mental disability or who require the use of marijuana for medical purposes in connection with a physical or mental disability. Whether or not reasonable accommodation is required under the *BC Human Rights Code* will be determined in the reasonable discretion of the strata corporation. In making the accommodation, the strata corporation will consider how to accommodate the disability without exposing others to second-hand smoke.

#### **Noise**

- 43 An owner, tenant or occupant must not use, or permit any visitor of the owner, tenant or occupant to use, a strata lot, limited common property or common property in a way or for any purpose that causes unreasonable or undue noise and will take all reasonable steps to satisfy noise complaints from neighbours.

#### **VRF Units: Maintenance, Repair, Replacement and Access**

- 44(1) Notwithstanding anything to the contrary contained in these Bylaws (including without limitation Bylaw 8):
- (a) the strata corporation will be responsible for the repair and maintenance of all variable refrigerant flow condensing units (each a “**VRF Unit**”) serving the strata lots in the development, and any costs and expenses associated therewith will be common expenses; and
  - (b) each owner will be responsible for the replacement of the particular VRF Unit serving such owner’s strata lot, as may be necessary from time to time, and any costs or expenses associated therewith will be the sole responsibility of the owner,

in each case, irrespective of whether or not the VRF Unit is located within a strata lot, on the limited common property appurtenant thereto or on the common property.

- (2) An owner, tenant or occupant of a designated strata lot which has a VRF Unit installed within such strata lot, or the limited common property appurtenant thereto, must provide the strata corporation and/or its agents and contractors with reasonable access to such strata lot, as and when required, for the purpose of carrying out periodic inspection, maintenance and repair of all or part of the components of each such VRF Unit. The strata lots which have a VRF Unit installed within such strata lot or the limited common property appurtenant thereto are as follows:

strata lots: 19, 20, 23, 26, 27, 30, 33, 34, 37, 40, 41, 44 and 47.

### **Maintenance of Limited Common Property Greenery and Rooftop Planters**

45 Notwithstanding Bylaw 8(3)(b)(vii):

- (a) owners, tenants and occupants will be responsible for routine tidying of, and removing of any plant debris which accumulates within, limited common property appurtenant to such owner, tenant or occupant's strata lot and located above ground-level (including without limitation rooftop areas, as described in Bylaw 45(b) below);
- (b) if any planters are installed upon or within the rooftop deck area of a strata lot in the development (each a "**Rooftop Planter**"), including, without limitation, any trees, bushes, flowers, shrubs, vegetation and/or other landscaping planted therein, if any, the owners, tenants and occupants of each such strata lot with a Rooftop Planter, whether the same was pre-installed by the owner developer or is subsequently installed, will be exclusively responsible to routinely tidy, maintain, repair the same and any greenery or vegetation therein, and to keep such Rooftop Planter(s) free of plant debris which accumulates therein; and
- (c) if a Rooftop Planter is pre-installed by the owner developer upon or within the rooftop deck area of a strata lot, the owner of the applicable strata lot must obtain the prior written approval of the strata corporation before removing such Rooftop Planter.";

12. adding the following Bylaws after Bylaw 45 as Division 9 - Types:

### **"Division 9 - Types**

#### **Creation of Strata Lot "Types"**

- 46(1) All of the strata lots which are intended to be designed and constructed to have an in-suite hot water tank (each a "**HWT System**") for the supply of hot water to such strata lots (each, an "**HWT Strata Lot**") will be considered one "type" of strata lot for the purposes of allocating to the HWT Strata Lots certain operating expenses which relate to and benefit only this type of strata lot. If a contribution to the operating fund relates to and benefits only the HWT Strata Lots, such contribution is to be shared only by the owners of the HWT Strata Lots and each HWT Strata Lot's share of that contribution is to be calculated in accordance with the formula which has as its numerator the unit entitlement of that HWT Strata Lot and as its

denominator the total unit entitlement of all the HWT Strata Lots. For clarity, the HWT Strata Lots are all strata lots located in the following buildings:

**Building 1** (805 W. 49<sup>th</sup> Ave.), **Building 2** (795 W. 49<sup>th</sup> Ave.), **Building 3** (765 W. 49<sup>th</sup> Ave.), and **Building 4** (755 W. 49<sup>th</sup> Ave.).

- (2) All of the strata lots which are intended to be designed and constructed to have a central heat pump system (each a “**CHP System**”) for the supply of hot water to such strata lots (each, a “**CHP Strata Lot**”) will be considered one “type” of strata lot for the purposes of allocating to the CHP Strata Lots certain operating expenses which relate to and benefit only this type of strata lot. If a contribution to the operating fund relates to and benefits only the CHP Strata Lots, such contribution is to be shared only by the owners of the CHP Strata Lots and each CHP Strata Lot’s share of that contribution is to be calculated in accordance with the formula which has as its numerator the unit entitlement of that CHP Strata Lot and as its denominator the total unit entitlement of all the CHP Strata Lots. For clarity, the CHP Strata Lots are all strata lots located in the following buildings:

**Building 5** (815 W. 49<sup>th</sup> Ave.), **Building 6** (785 W. 49<sup>th</sup> Ave.), **Building 7** (775 W. 49<sup>th</sup> Ave.), and **Building 8** (745 W. 49<sup>th</sup> Ave.).

#### **Type Fees**

- 47 The contribution by any owner of a strata lot within a separate “type” to the expenses common to that “type” will be levied in accordance with this Division 9.

#### **Apportionment of Common Expenses**

- 48 Common expenses will be apportioned among the CHP Strata Lots, the HWT Strata Lots and to individual strata lots in the following manner:
- (a) common expenses which relate to and benefit only one “type” of strata lot will be allocated to the strata lot of that “type” and will be borne by each owner of a strata lot of that “type” in the proportion that the unit entitlement of the applicable strata lot bears to the aggregate unit entitlement of all strata lots of that “type”; and
  - (b) common expenses which do not relate to and do not benefit only one “type” of strata lot will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their respective strata lots or as otherwise set out in the current budget of the strata corporation.

#### **Responsibility for Carrying out Hot Water System Works and Allocation between “types” of Strata Lots**

- 49 Without limiting the generality of Bylaw 48, the responsibility for, and the common expenses associated with, the maintenance, repair and replacement of all or part of a Hot Water System Type, including any associated equipment and components thereof, as applicable (such repair, maintenance and replacement work is, collectively, referred to herein as the “**Hot Water System Works**”), will be allocated among the owners of the separate “types” as follows:
- (a) where such components of the Hot Water System Works are situated within the common property or limited common property, such Hot Water

System Works will be the responsibility of the strata corporation and all associated charges will be payable by the strata corporation and collected in the monthly assessments, from either all of the owners of the HWT Strata Lots, or all of the owners of the CHP Strata Lots, or all owners of the strata lots in the development, as the case may be; and/or

- (b) where such components of the Hot Water System Works are situated within a strata lot, such Hot Water System Works will be the responsibility of the impacted strata lot owner and all associated charges will be payable directly by such strata lot owner.”; and

13. adding the following Bylaws after Bylaw 49 as Division 10 – Security and Surveillance:

#### **“Division 10 – Security and Surveillance**

##### **Video Surveillance**

- 50(1) The common property of the strata corporation may, from time to time or at all times, be subject to 24-hour audio and video surveillance for the purpose of recording the activities of owners, tenants, occupants, guests, and the general public within common property.
- (2) Audio and/or video surveillance equipment within the common property of the strata corporation (hereinafter referred to as “**Cameras**”) must not be positioned in such a way that they monitor or record:
  - (a) activities outside of the bounds of the strata plan; or
  - (b) activities in areas where owners, tenants, visitors and employees have a reasonable expectation of privacy such as change rooms and washrooms, if any, or within any strata lot.
- (3) Cameras may, without limitation, be located at the following positions:
  - (a) any designated storage rooms and/or bicycle/storage lockers;
  - (b) where any enterphones are located; and
  - (c) within any of the Amenities forming part of the common property of the development;
- (4) Notices will be posted on the common property advising the public of ongoing audio/video recording.
- (5) The audio/video surveillance system may operate 24 hours per day, seven days per week and will be used to record all activities in the common areas of the strata corporation for the purpose of obtaining usable evidence of illegal acts and/or infractions of the bylaws of the strata corporation and the cause of any damage to property, or other loss or damages, including verification of identity of persons responsible and potential witnesses.
- (6) The information and recordings collected may be used as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in court, arbitration or any other hearing or dispute resolution proceedings.



- (7) The audio/video surveillance recordings system as outfitted from time to time will include a number of cameras and a central recording system which will be kept in a secure locked location and will be password protected for access only by authorized representatives of the strata corporation.
- (8) Recorded data must be securely destroyed after the number of days required by law, unless:
  - (a) a copy of the recordings was provided to a third party, in which case it must be securely retained indefinitely;
  - (b) a request is made by a council member that a specific recording be preserved for consideration by the strata council at the next council meeting, in which case the recording may be saved for an additional period as determined by the strata corporation or as required by law; or
  - (c) the strata council decides to preserve recordings from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must be recorded in the minutes, and must state the period of time for which the recordings will be preserved.
- (9) No owners, third parties or other person will be entitled to view or receive a copy of recordings, except as contemplated by the bylaws or required by law.
- (10) Notwithstanding anything contained in this Bylaw 50, in the event the owner developer does not enter into an agreement with an exclusive provider of telephone/cable/internet in respect of the common property, the Cameras may not provide services for the screening of visitors to the development.

### **Key Fobs**

- 51(1) Access to the common areas of the strata plan is controlled by use of key fobs (each, a “**Key Fob**” and collectively, “**Key Fobs**”), which may include the ability to record the time and area accessed by each Key Fob bearer.
- (2) The data recorded by the key fob system may be used alone or in conjunction with audio or video recordings as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in court, arbitration or any other hearing or dispute resolution proceedings.
- (3) The recordings will be stored by the digital recording device and may be saved indefinitely, transferred to permanent storage media, or overwritten as new data is stored on the device, all in accordance with the purposes of this Bylaw 51.
- (4) Recorded data must be securely destroyed after the number of days required by law, unless:
  - (a) a copy of the recording was provided to a third party, in which case it must be securely retained indefinitely; or
  - (b) the strata council decides to preserve data from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must record the period of time for which the data will be preserved.

- (5) No owners, third parties or other persons will be entitled to view or receive a copy of access data, except as contemplated by the bylaws or required by law.

**Use of Video Surveillance or Key Fob Records**

- 52(1) The audio/video surveillance recordings and/or Key Fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those strata corporation bylaws and rules which relate to the safety and security of the development and its owners, tenants and occupants.
- (2) The personal information of owners, tenants and occupants will only be reviewed or disclosed as follows:
  - (a) law enforcement in accordance with Bylaw 52(1);
  - (b) the property manager of the strata corporation and strata council members in accordance with Bylaw 52(1); or
  - (c) in the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video/audio surveillance recording or Key Fob usage records and the personal information of the requesting owner, tenant or occupant may be reviewed by or disclosed to such requesting owner, tenant or occupant.
- (3) In installing and/or maintaining the systems described in Bylaws 50 and 51, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any owner tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.”

**EXHIBIT E-1**  
**FILED FORM I – AMENDMENT TO BYLAWS**

See attached.

1. Contact

Document Fees: \$31.27

**Andrea Hang, Legal Administrative Assistant, BOSA  
PROPERTIES INC.  
1201 - 838 West Hastings Street  
Vancouver BC V6C 0A6  
6042991363**

ROWE - Form I - Amendment to Bylaws

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-I Amendment to Bylaws**

3. Description of Land

PID/Plan Number

Legal Description

**EPS9352**

**THE OWNERS, STRATA PLAN EPS9352**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Anna Pogosjan  
F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-08-31  
14:54:07 -07:00

***Strata Property Act***

**FORM I**

**[am. B.C. Reg 312/2009, s. 7.]**

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Plan EPS9352, certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* (British Columbia) at an annual or special general meeting held on August 25, 2023

**SEE BYLAWS AMENDMENTS  
ATTACHED AS  
SCHEDULE "A" HERETO**



\_\_\_\_\_  
Signature of Council Member

\_\_\_\_\_  
Signature of Second Council Member  
(not required if council consists of only one member)

# ROWE

## SCHEDULE A

The Bylaws as attached to the *Strata Property Act* (British Columbia) (the "**Act**"), as amended by the Form Y – Owner Developer's Notice of Different Bylaws filed in the Land Title Office on June 26, 2023 are further amended by:

1. deleting Bylaw 40 in its entirety and replacing it with the following:

"40 Intentionally Deleted".

**EXHIBIT F**  
**FINAL PARKING AND BICYCLE/STORAGE LEASE**

See attached.

# ROWE

## PARKING AND BICYCLE/STORAGE LEASE

THIS LEASE made as of the 23<sup>rd</sup> day of June, 2023.

### **BETWEEN:**

**BOSA PROPERTIES (WEST 49TH AVE - B) INC.**, a body corporate duly incorporated under the laws of the Province of British Columbia, having an office at 1100 – 838 West Hastings Street Vancouver, BC V6C 0A6

(“**Owner**”)

### **AND:**

**BOSA PROPERTIES (ROWE PARKING) INC.**, a body corporate duly incorporated under the laws of the Province of British Columbia, having an office at 1100 – 838 West Hastings Street Vancouver, BC V6C 0A6

(“**Tenant**”)

### **WITNESSES THAT WHEREAS:**

- A. Owner is the beneficial owner of certain lands and premises located in the City of Vancouver, British Columbia and currently legally described as:
- Parcel Identifier: 031-432-000  
Lot A  
Block 1008 District Lot 526  
Group 1  
New Westminster District  
Plan EPP110450
- (the “**Lands**”);
- B. Bosa Properties (West 49th Ave) Inc. holds legal title to the Lands as the nominee, agent and bare trustee for and on behalf of Owner;
- C. Owner wishes to lease to Tenant those portions (the “**Leased Premises**”) of the underground parking facility (the “**Parking Facility**”) to be located on the Lands as shown outlined in heavy black line on the sketch plan (the “**Plan**”) attached hereto as Schedule A, all on the terms and conditions set out in this Lease;
- D. Upon the completion of development of the Lands, Owner proposes to subdivide the Lands by registration of a strata plan (the “**Strata Plan**”) pursuant to the *Strata Property Act* (British Columbia) in the New Westminster Land Title Office (the “**Land Title Office**”) in respect of the Lands to create the residential strata development on the Lands to be known as “ROWE” (the “**Development**”);



- G. The strata lots (the “**Strata Lots**”) in the Development will be created by the deposit of the Strata Plan for registration in the Land Title Office;
- H. Tenant will have the right to grant partial assignments of this Lease pertaining to all of the parking stalls (excluding any designated visitor stalls) (collectively, the “**Stalls**” and each a “**Stall**”), all of the private residential storage rooms (collectively, the “**Storage Rooms**” and each a “**Storage Room**”) and all of the bicycle/storage lockers (collectively, the “**Bicycle/Storage Lockers**” and each a “**Bicycle/Storage Locker**”) located within the Leased Premises and the Common Storage Room (as defined in Section 5.01) located within the Leased Premises;
- I. The Strata Plan will designate the Leased Premises (including the Stalls, the Storage Rooms, the Bicycle/Storage Lockers and the Common Storage Room) as common property of the strata corporation (the “**Strata Corporation**”) formed upon the deposit for registration of the Strata Plan in the Land Title Office; and
- J. The parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease.

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

## **ARTICLE 1. GRANT AND TERM**

### 1.01 Grant.

Owner hereby leases and demises the Leased Premises to Tenant for the Term (as defined in section 1.02) on the terms and conditions set out in this Lease. Tenant may only use the Stalls for the purpose of parking and storing motor vehicles.

### 1.02 Term.

The term (the “**Term**”) of this Lease will commence on the date first written above (the “**Commencement Date**”) and terminate on the earlier of:

- (a) the 200th anniversary of the Commencement Date; and
- (b) the date the Strata Corporation is dissolved.

### 1.03 Rent.

The parties acknowledge that the sum of \$10.00 now paid by Tenant to Owner will be the only payment required to be paid to Owner for the use and enjoyment of the Leased Premises by Tenant, and that no further payment to Owner is required for any partial assignment of rights under this Lease to the Strata Corporation or to any other permitted assignee hereunder.

### 1.04 Licence.

Owner agrees that Tenant may at all times, in common with Owner and all other persons now or hereafter having the express or implied permission of Owner or having a similar right, enter upon and pass over any part of the Lands designated as drive aisles, driveways, ramps, roadways, walkways, stairways and elevators for the purpose of obtaining access to or egress from the Leased Premises or a particular Stall or Storage Room or Bicycle/Storage Locker or the Common Storage Room, provided that the operation of vehicles be restricted to drive aisles, driveways, ramps and roadways and access by foot be restricted to

walkways, stairways, corridors and elevators. Owner will at all times provide Tenant, in its capacity as the tenant of the Leased Premises, with means of access to any security devices as necessary to enable Tenant and subsequent assignees to use and enjoy the Leased Premises.

## **ARTICLE 2. SUBDIVISION BY STRATA PLAN**

### **2.01 Strata Plan.**

This Lease and the covenants and obligations of Owner under this Lease run with and bind the Lands, and, upon the subdivision of the Lands by deposit of the Strata Plan in the Land Title Office, such covenants and obligations will:

- (a) continue to run with and bind each subdivided parcel or part thereof which contains the Leased Premises; and
- (b) be automatically assumed by the Strata Corporation as the representative of the owners of the Strata Lots,

at which time Owner will be automatically and absolutely released from any obligations or liabilities hereunder. In connection with the foregoing, Owner may elect to cause the Strata Corporation to enter into an agreement in a form reasonably required by Owner pursuant to which Owner will assign to the Strata Corporation all of Owner's right, title and benefit under this Lease, and the Strata Corporation, as the representative of the owners of the Strata Lots, will assume all of the covenants and obligations of Owner under this Lease and which will provide that, upon execution thereof, Owner will be absolutely released from any obligations or liabilities hereunder and will no longer be entitled to the benefit of any rights as landlord hereunder.

### **2.02 Common Property.**

This Lease is intended to burden only that portion of the Lands which will become the common property of the Strata Corporation upon the deposit for registration of the Strata Plan in the Land Title Office and not at any time to burden the title to any individual Strata Lot. Both parties to this Lease agree that title to the common property of the Strata Corporation will be subject to and encumbered by this Lease.

## **ARTICLE 3. MAINTENANCE AND ENCUMBRANCES**

### **3.01 Management.**

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

- (a) are of general application to all Stalls, Storage Rooms and Bicycle/Storage Lockers in the Leased Premises and all users of such Stalls, Storage Rooms and Bicycle/Storage Lockers;
- (b) are fairly and uniformly enforced with respect to all Stalls, Storage Rooms and Bicycle/Storage Lockers (other than any Stall designated for handicapped use, if any) and all users of such Stalls, Storage Rooms and Bicycle/Storage Lockers;
- (c) do not interfere with Tenant's or any subsequent assignee's right of continuous uninterrupted access to the Stalls, Storage Rooms and Bicycle/Storage Lockers during the

Term, including the right of Tenant or any subsequent assignee to store a vehicle, recreational vehicle, trailer, boat trailer or boat within any Stall leased by Tenant or assigned to the assignee hereunder, provided that such vehicle, recreational vehicle, trailer, boat trailer or boat fits within such Stall without creating a danger or hazard to other users of the Parking Facility and complies with all applicable bylaws, and provided that Tenant or assignee, as the case may be, has obtained adequate insurance coverage in respect thereof and provided that the Strata Corporation may remove or cause to be removed from any Stall any vehicle, recreational vehicle, trailer, boat trailer or boat that is deemed by the Strata Corporation to create a danger or a hazard to other users of the underground parking facility or is not adequately insured; and

- (d) do not materially interfere with the rights of Tenant or any subsequent assignee under this Lease.

### 3.02 Alterations and Maintenance.

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

### 3.03 Subordination.

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

### 3.04 No Right to Encumber.

Tenant, its successors and assigns, are not entitled to mortgage, charge, pledge or otherwise grant their interest in any Stall, Storage Room or Bicycle/Storage Locker as security to any person.

## **ARTICLE 4. ASSIGNMENT**

### 4.01 Partial Assignments.

Tenant may partially assign this Lease and its rights under this Lease with respect to a particular Stall, Storage Room or Bicycle/Storage Locker to an owner or transferee of any Strata Lot or to the Strata Corporation, and, subject to Article 5, Article 6 and Article 7 of this Lease, Tenant will not assign this Lease or grant any other licence or right to use any part of the Leased Premises to any other person. Any such assignment will be for such consideration as Tenant may in its sole discretion determine, which consideration may be retained by Tenant for its own benefit. Any partial assignment under this Article 4 by Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Stall, Storage Room or Bicycle/Storage Locker:

- (a) will be absolute, and, subject to the bylaws, rules and regulations of the Strata Corporation to the extent permitted by section 3.01, the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall, Storage Room or Bicycle/Storage Locker so assigned for the balance of the Term;
- (b) will be an assignment of rights to which such assignee will only be entitled for so long as such assignee owns a Strata Lot, unless the assignment is to the Strata Corporation or back

to Tenant;

- (c) may only be assigned to an owner or transferee of a Strata Lot or to the Strata Corporation or back to Tenant in accordance with the terms of this Lease; and
- (d) will not be effective until written notice of such assignment (together with a copy of such assignment, if available) is delivered by the assignee to the Strata Corporation, subject to section 4.02 of this Lease.

#### 4.02 Automatic Assignment by Members.

If a member (the "**Vendor**") of the Strata Corporation who is also a holder of an interest in a Stall, Storage Room or Bicycle/Storage Locker hereunder transfers all of his or her interest in a Strata Lot (the "**Transferred Strata Lot**") to which such Stall, Storage Room or Bicycle/Storage Locker is at such time appurtenant as shown on the register maintained under section 4.07 without concurrently executing an assignment of such Stall, Storage Room or Bicycle/Storage Locker to another owner or transferee of a Strata Lot, then the interest of the Vendor in such Stall, Storage Room or Bicycle/Storage Locker will automatically be assigned to and assumed by the transferee of the Transferred Strata Lot without execution of a partial assignment of this Lease with respect to such Stall, Storage Room or Bicycle/Storage Locker or delivery of notice of such partial assignment to the Strata Corporation.

#### 4.03 Exchanges and Transfers.

- (a) The holder of an interest (in this subsection 4.03(a), the "**First Owner**") in a Stall, Storage Room and/or Bicycle/Storage Locker (the "**First Stall/Room/Locker**") may exchange his, her or its interest in the First Stall/Room/Locker with the holder of an interest (in this subsection 4.03(a), the "**Second Owner**") in a different Stall, Storage Room and/or Bicycle/Storage Locker (the "**Second Stall/Room/Locker**") for such consideration as the First Owner and the Second Owner may agree. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Stall/Room/Locker, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Stall/Room/Locker. The First Owner and the Second Owner will each execute a partial assignment of this Lease substantially in the form attached hereto as Schedule B. The exchange will be on the terms set out in subsections 4.01(a) to (d) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, section 4.02 will not apply to exchanges under this subsection 4.03(a).
- (b) The holder of an interest (in this subsection 4.03(b), the "**First Owner**") in a Stall, Storage Room and/or Bicycle/Storage Locker may transfer his, her or its interest in such Stall, Storage Room and/or Bicycle/Storage Locker to any other owner or transferee of a Strata Lot (in this subsection 4.03(b), the "**Second Owner**") for such consideration as the First Owner may in his or her or its discretion determine. Such a transfer will be accomplished by the First Owner partially assigning this Lease to the Second Owner and, in connection therewith, the First Owner will execute a partial assignment substantially in the form attached hereto as Schedule B. The transfer will be on the terms set out in subsections 4.01(a) to (d) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, section 4.02 will not apply to transfers under this subsection 4.03(b).

#### 4.04 Consents.

The consent of the Strata Corporation will not be required for any assignment of this Lease under this Article 4. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment except as expressly agreed by such assignee.

4.05 Form of Assignment.

Subject to section 4.02, all partial assignments of this Lease under this Article 4 will be substantially in the form attached hereto as Schedule B.

4.06 Release of Assignors.

Upon the partial assignment (including an automatic assignment pursuant to section 4.02) of this Lease under this Article 4, Tenant and any subsequent assignor of this Lease will be automatically and absolutely released from any obligations or liabilities under this Lease which arise after the time of the assignment.

4.07 Register of Partial Assignments.

Owner, and after the registration of the Strata Plan, the Strata Corporation, will maintain a register of all Stalls, Storage Rooms and Bicycle/Storage Lockers in respect of which this Lease is partially assigned to owners of Strata Lots, and will record on such register each partial assignment of this Lease under this Article 4, indicating:

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

Upon request by any owner or prospective transferee of a Strata Lot, the Strata Corporation will provide a certificate, within seven (7) days of receipt of such request, certifying the name and address of the person to whom a particular Stall, Storage Room or Bicycle/Storage Locker is assigned and the number of the Strata Lot to which such Stall, Storage Room or Bicycle/Storage Locker is at the time appurtenant, if any. The Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment pertaining to a particular Stall, Storage Room or Bicycle/Storage Locker under section 4.01 or 4.02, the Strata Corporation will amend the register accordingly.

4.08 Assignment to Strata Corporation

For greater certainty, a partial assignment of this Lease with respect to a particular Stall, Storage Room, Bicycle/Storage Locker or Common Storage Room by the Tenant to the Strata Corporation will not have any effect whatsoever on the rights of the parties to this Lease, or the validity or enforceability of this Lease, with respect to any other Stall, Storage Room, Bicycle/Storage Locker or Common Storage Room.

**ARTICLE 5. ASSIGNMENT OF COMMON STORAGE ROOM**

5.01 Partial Assignments.

Notwithstanding anything else contained in this Lease, Tenant may retain its rights under this Lease with respect to the storage room identified on the Strata Plan as "Developer's Storage Room" (the "**Common Storage Room**"), or may partially assign this Lease and its rights under this Lease with respect to the Common Storage Room to the Strata Corporation. All partial assignments of this Lease under this Article 5 will be substantially in the form attached hereto as Schedule C. For greater certainty, until such time as Tenant partially assigns to the Strata Corporation its rights under this Lease with respect to the Common

Storage Room, Tenant may use the Common Storage Room for such purposes as Tenant sees fit (including, without limitation, permitting the developer of the Development to use the Common Storage Room for such purposes as the developer sees fit).

## **ARTICLE 6. CERTAIN TYPES OF STALLS**

### **6.01 EV Chargers and EV Receptacles.**

Owner agrees that Tenant will at all times during the Term have the exclusive use of each electrical vehicle charging station (each, an “**EV Charger**”), if any, and each electrical receptacle outlet (each, an “**EV Receptacle**”), if any, which is appurtenant to each particular Stall. Upon any partial assignment of this Lease by Tenant, or by any subsequent assignee, with respect to a particular Stall to an assignee as contemplated herein from time to time, such assignee will be entitled to the exclusive use of the EV Charger, if any, and EV Receptacle, if any, which is appurtenant to such Stall, subject to the Strata Corporation’s bylaws.

For clarity, an EV Charger or an EV Receptacle is deemed to be appurtenant to a particular Stall for the purposes of this Lease if it is (i) within such Stall or immediately adjacent thereto, (ii) labelled on the Plan as being appurtenant to such Stall or (iii) otherwise designated by the developer of the Development as being for the exclusive use of such Stall.

## **ARTICLE 7. ASSIGNMENT TO OWNER**

### **7.01 Assignment to Owner.**

Following the deposit of the Strata Plan in the Land Title Office and the assumption of Owner’s interest in this Lease by the Strata Corporation, Tenant may assign all, but not less than all, of its rights under this Lease to Bosa Properties (West 49th Ave - B) Inc., as tenant, without the consent of the Strata Corporation, provided that such assignee assumes, in writing, all of the covenants and obligation of Tenant under this Lease and, upon execution thereof, Tenant will be absolutely released from any obligations or liabilities hereunder and no longer entitled to the benefit of any rights hereunder and this Lease will continue in full force and effect and such assignee will be entitled to enjoy and exercise all of the rights of Tenant hereunder.

## **ARTICLE 8. MISCELLANEOUS**

### **8.01 Amendment.**

Notwithstanding anything set out herein, the parties may amend and/or restate this Lease from time to time prior to the first conveyance of a Strata Lot to a purchaser thereof, including, without limitation, to revise the Plan to reflect any changes to the Leased Premises.

### **8.02 Definitions.**

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

### **8.03 Enurement.**

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

### **8.04 Registration.**

Tenant and any subsequent assignee will not be entitled to register this Lease.

8.05 Severability.

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

8.06 Counterparts.

This Lease may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.

8.07 Delivery by Electronic Transmission.

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


*[Remainder of the page intentionally left blank. Signature page follows]*

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

**BOSA PROPERTIES (WEST 49TH AVE-B) INC.**

By:   
\_\_\_\_\_   
Authorized Signatory

**BOSA PROPERTIES (ROWE PARKING) INC.**

By:   
\_\_\_\_\_   
Authorized Signatory



**SCHEDULE A**  
**SKETCH PLAN FOR LEASED PREMISES**

See attached.

**SKETCH PLAN TO ACCOMPANY LEASE OF PART OF THE PARKADE OF A BUILDING  
ON LOT A BLOCK 1008 DISTRICT LOT 526 GROUP 1  
NEW WESTMINSTER DISTRICT PLAN EPP110450**

SCHEDULE A

PARCEL IDENTIFIER (PID) 031-432-000

NAME OF DEVELOPMENT  
ROWE

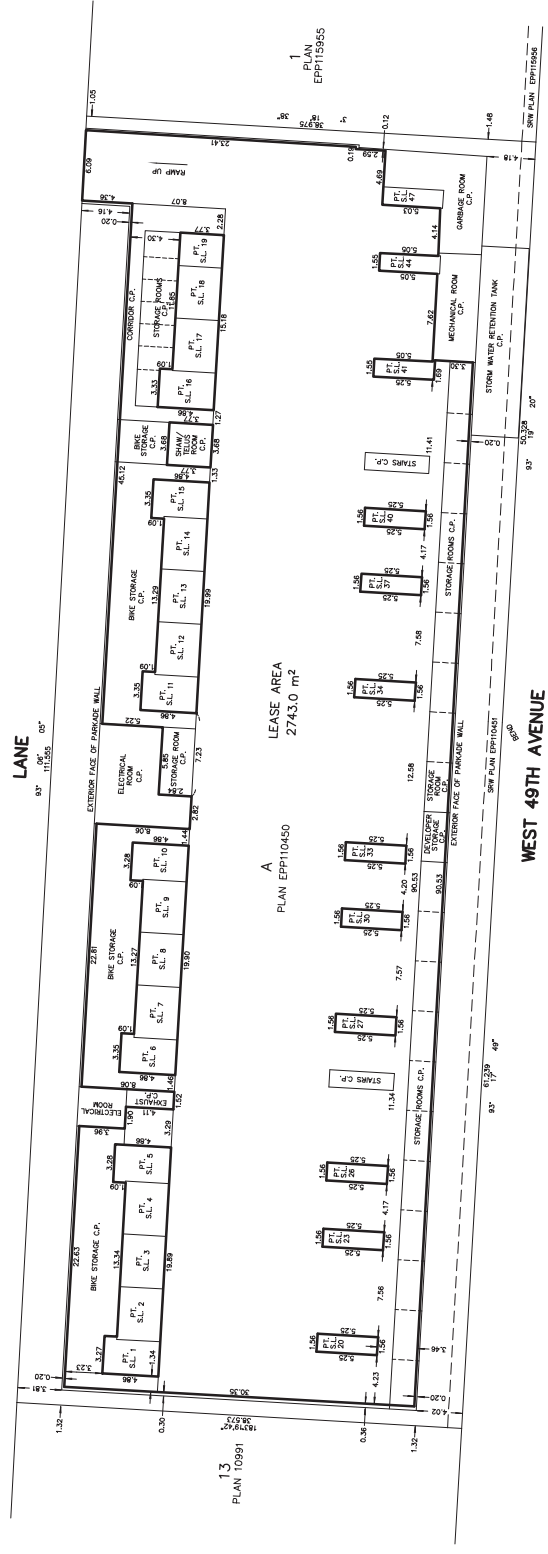
CIVIC ADDRESS  
#785 WEST 49TH AVENUE  
VANCOUVER, B.C.

LEGEND  
SCALE 1:200  
ALL DISTANCES ARE IN METRES  
P.T. INDICATES STRATA LOT  
S.L. INDICATES STRATA LOT  
C.P. INDICATES COMMON PROPERTY

NOTES:  
DIMENSIONS ARE MEASURED TO THE INSIDE  
FACE OF WALLS.  
DIMENSIONS IN BRACKETS ARE  
TAKEN TO EXTERIOR FACE OF WALLS.



**PARKADE**



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MATSON PECK & TOPLISS  
SURVEYORS & ENGINEERS  
#220 - 11100 INVERSHINE WAY  
RICHMOND, B.C. V7A 6Y7  
TEL: 604-270-4157  
FAX: 604-270-4157  
CABLE: BSHH-PARKADE-LEC-2JWB

Y-23-18584-CERT

MAY 17, 2023

SCHEDULE B

# ROWE

**PARKING STALL / STORAGE ROOM / BICYCLE STORAGE LOCKER ASSIGNMENT**

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

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

**RE:** Parking Stall no(s). \_\_\_\_\_ (the "Stall(s)") and/or  
Storage Room no(s). \_\_\_\_\_ (the "Storage Room(s)") and/or  
Bicycle/Storage Locker no(s). \_\_\_\_\_ (the "Bicycle/Storage Locker(s)")

As shown on the plan attached to the Parking and Bicycle/Storage Lease dated ♦, 20♦ between Bosa Properties (West 49th Ave – B) Inc. (the "Owner"), as landlord, and Bosa Properties (Rowe Parking) Inc., as tenant, as assigned by the Owner to The Owners, Strata Plan EPS9352, as landlord, on \_\_\_\_\_, 20\_\_ and as amended and partially assigned from time to time (collectively, the "Lease")

Strata Lot No. \_\_\_\_\_ (Unit No. \_\_\_\_\_)

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

1. Assignment.

The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in the Lease pertaining to the exclusive right to use the Stall(s), Storage Room(s) and Bicycle/Storage Locker(s) (including, without limitation, the right of access set out in section 1.04 of the Lease and, if applicable, the rights set out in section 6.01 of the Lease) for the balance of the Term (as defined in the Lease). Subject to section 4.02 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Strata Corporation (as defined in the Lease).

2. Compliance.

The Assignee agrees to use and deal with the Stall(s), Storage Room(s) and Bicycle/Storage Locker(s) in accordance with the terms of the Lease and, subject to the terms of the Lease, in accordance with the bylaws, rules and regulations of the Strata Corporation.

3. Sale or Disposition.

The Assignee may only assign its rights under this Assignment and may only allow anyone else to use the Stall(s), Storage Room(s) and Bicycle/Storage Locker(s) in the circumstances permitted by the Lease.

4. Acknowledgement.

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

5. Enurement.

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

6. Execution and Delivery.

This Assignment may be executed by the parties in counterparts and transmitted by fax or electronic mail (e-mail) and, if so executed and transmitted, this Assignment will be, for all purposes, as effective as if the parties had executed and delivered and original Assignment.

The parties have executed this Assignment effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

SCHEDULE C

# ROWE

COMMON STORAGE ROOM ASSIGNMENT

**BETWEEN:** \_\_\_\_\_ (the “Assignor”)

**AND:** **THE OWNERS, STRATA PLAN EPS9352** \_\_\_\_\_ (the “Strata Corporation”)

**RE:** Assignment of Common Storage Room (as defined in the Parking and Bicycle/Storage Lease dated ♦, 20♦ between Bosa Properties (West 49th Ave - B) (the “Owner”), as landlord, and Bosa Properties (Rowe Parking) Inc., as tenant, as assigned by the Owner to the Strata Corporation, as landlord, on \_\_\_\_\_, 20\_\_\_\_ and as amended and as partially assigned from time to time (collectively, the “Lease”)

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

1. Assignment by Tenant.

The Tenant hereby assigns to the Strata Corporation all of the Tenant’s right, title and interest in the Lease pertaining to the exclusive right to use the Common Storage Room and including the right of access set out in section 1.04 of the Lease for the balance of the Term (as defined in the Lease).

2. Compliance.

The Strata Corporation agrees to use and deal with the Common Storage Room in accordance with the terms of the Lease.

3. Assignment by Strata Corporation.

The Strata Corporation may only assign its rights under this Assignment back to the Tenant.

4. Acknowledgement.

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

5. Enurement.

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

6. Execution and Delivery.

This Assignment may be executed by the parties in counterparts and transmitted by fax or electronic mail (e-mail) and, if so executed and transmitted, this Assignment will be, for all purposes, as effective as if the parties had executed and delivered and original Assignment.

The parties have executed this Assignment effective as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

◆

By: \_\_\_\_\_  
Authorized Signatory

**THE OWNERS, STRATA PLAN EPS9352**

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT G**  
**FINAL FORM OF PARTIAL ASSIGNMENT OF PARKING AND BICYCLE/STORAGE LEASE**

See attached.

# ROWE

## PARKING STALL / STORAGE ROOM / BICYCLE STORAGE LOCKER ASSIGNMENT

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

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

**RE:** Parking Stall no(s). \_\_\_\_\_ (the "Stall(s)") and/or  
Storage Room no(s). \_\_\_\_\_ (the "Storage Room(s)") and/or  
Bicycle/Storage Locker no(s). \_\_\_\_\_ (the "Bicycle/Storage Locker(s)")

As shown on the plan attached to the Parking and Bicycle/Storage Lease dated ♦, 20♦ between Bosa Properties (West 49th Ave – B) Inc. (the "Owner"), as landlord, and Bosa Properties (Rowe Parking) Inc., as tenant, as assigned by the Owner to The Owners, Strata Plan EPS9352, as landlord, on \_\_\_\_\_, 20\_\_ and as amended and partially assigned from time to time (collectively, the "Lease")

Strata Lot No. \_\_\_\_\_ (Unit No. \_\_\_\_\_)

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

1. Assignment.

The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in the Lease pertaining to the exclusive right to use the Stall(s), Storage Room(s) and Bicycle/Storage Locker(s) (including, without limitation, the right of access set out in section 1.04 of the Lease and, if applicable, the rights set out in section 6.01 of the Lease) for the balance of the Term (as defined in the Lease). Subject to section 4.02 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Strata Corporation (as defined in the Lease).

2. Compliance.

The Assignee agrees to use and deal with the Stall(s), Storage Room(s) and Bicycle/Storage Locker(s) in accordance with the terms of the Lease and, subject to the terms of the Lease, in accordance with the bylaws, rules and regulations of the Strata Corporation.

3. Sale or Disposition.

The Assignee may only assign its rights under this Assignment and may only allow anyone else to use the Stall(s), Storage Room(s) and Bicycle/Storage Locker(s) in the circumstances permitted by the Lease.

4. Acknowledgement.

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



5. Enurement.

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

6. Execution and Delivery.

This Assignment may be executed by the parties in counterparts and transmitted by fax or electronic mail (e-mail) and, if so executed and transmitted, this Assignment will be, for all purposes, as effective as if the parties had executed and delivered an original Assignment.

The parties have executed this Assignment effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

**EXHIBIT I**  
**FINAL FORM OF CONTRACT OF PURCHASE AND SALE**

See attached.

# ROWE

SUITE # \_\_\_\_\_

SL # \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

## OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE PART 1

1. Seller:

The Seller: **BOSA PROPERTIES (WEST 49TH AVE-B) INC.** (the "Seller")

Seller's Address: 1100-838 West Hastings Street, Vancouver, British Columbia, V6C 0A6

2. Buyer: The "**Buyer**":

Full Name: \_\_\_\_\_

Full Name: \_\_\_\_\_

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

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

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

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

City: \_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Province: \_\_\_\_\_

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

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

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

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

E-Mail: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Canadian Citizen/Permanent Resident:

Canadian Citizen/Permanent Resident:

Yes /  No \_\_\_\_\_  
(Country of Citizenship/Residency)

Yes /  No \_\_\_\_\_  
(Country of Citizenship/Residency)

\* If the Buyer is a corporation, then a copy of the corporate record which sets out the power to bind the corporation must be provided to the Seller before the date that is seven (7) days after this Agreement is executed by the Seller and the Buyer.

3. Defined Terms: Each capitalized term used herein which is defined in the Disclosure Statement and not otherwise defined herein will have the meaning ascribed to such term in the Disclosure Statement (as defined in section 9.1 of Part 2 of this Agreement).

4. Strata Lot: The "**Strata Lot**" is the residential strata lot located in the development known as "ROWE" (the "**Development**") and legally described as Strata Lot \_\_\_\_\_ Block 1008 District Lot 52 Group 1 New Westminster District Strata Plan EPS9352 together with an interest in the common property in proportion to the unit entitlement of the strata lots as shown on Form V. A copy of the Strata Plan EPS9352 (the "**Strata Plan**") is attached as Exhibit "A" to the Disclosure Statement. The municipal address of the Strata Lot is as follows:

Suite # \_\_\_\_\_, 805 West 49th Avenue, Vancouver, British Columbia, or

Suite # \_\_\_\_\_, 795 West 49th Avenue, Vancouver, British Columbia, or

Suite # \_\_\_\_\_, 765 West 49th Avenue, Vancouver, British Columbia, or

- Suite # \_\_\_\_\_, 755 West 49th Avenue, Vancouver, British Columbia, or
- Suite # \_\_\_\_\_, 815 West 49th Avenue, Vancouver, British Columbia, or
- Suite # \_\_\_\_\_, 785 West 49th Avenue, Vancouver, British Columbia, or
- Suite # \_\_\_\_\_, 775 West 49th Avenue, Vancouver, British Columbia, or
- Suite # \_\_\_\_\_, 745 West 49th Avenue, Vancouver, British Columbia.

5. Intentionally Deleted

6. Offer: The Buyer hereby offers to purchase from the Seller, and, if this offer is accepted by the Seller, hereby agrees to purchase from the Seller, the Strata Lot for the Purchase Price (as defined below) and upon the terms and conditions contained herein subject to: (a) the exceptions listed in section 23 of the *Land Title Act* (British Columbia); (b) the charges and encumbrances described in the Disclosure Statement (including, without limitation section 4.3 and 4.4 of the Disclosure Statement); and (c) claims of builders' liens which the Seller's Solicitors have undertaken to remove pursuant to section 4.4 hereof (collectively, the "**Permitted Encumbrances**"). If this offer is accepted by the Seller, then the Seller agrees to sell the Strata Lot to the Buyer upon the terms and conditions set forth herein. The Buyer acknowledges that he, she or it is purchasing a strata lot which is to be constructed or is presently under construction.

7. Purchase Price and Deposits:

The purchase price (the "**Purchase Price**") for the Strata Lot, excluding GST and all other applicable taxes, payable by the Buyer in lawful money of Canada, is: \$ \_\_\_\_\_

The Purchase Price is payable as follows:

- a deposit in the amount of **10% of the Purchase Price** (the "**Deposit**"), by way of certified cheque, due upon presentation of this offer by the Buyer to the Seller; \$ \_\_\_\_\_
- the balance of the Purchase Price, subject to adjustments described herein (the "**Balance**"), due on the Completion Date (as hereinafter defined). \$ \_\_\_\_\_

8. Parking: The Purchase Price also includes the exclusive use of one (1) parking stall in the Development in a location designated by the Seller to be allocated in the manner described in the Disclosure Statement. The Buyer acknowledges and agrees that it will not be entitled to the exclusive right to use any additional parking stall(s) in the Development, unless the Buyer and the Seller enter into an addendum to this Agreement setting out such right. The Buyer acknowledges and accepts that any parking stall(s) assigned to the Buyer whether pursuant to this Agreement or pursuant to such addendum will be subject to section 3.3 of Part 2 of this Agreement and to the restrictions and limitations set out in the Disclosure Statement.

9. Bicycle/Storage Lockers and Storage Rooms: The Purchase Price also includes the exclusive use of one (1) "large" bicycle/storage locker (which for greater certainty will consist of two adjacent Class A bicycle lockers combined into a single locker) in the Development in a location designated by the Seller to be allocated in the manner described in the Disclosure Statement. The Buyer acknowledges and agrees that it will not be entitled to the exclusive right to use any additional bicycle/storage locker(s) (which for greater certainty may be of varying sizes) or any storage room(s) in the Development, unless the Buyer and the Seller enter into an addendum to this Agreement setting out such right. The Seller reserves the right to allocate any particular bicycle/storage locker(s) and/or storage room(s) to the Buyer in its sole discretion without consultation with the Buyer. The Buyer acknowledges and accepts that the bicycle/storage locker(s) and storage room(s), if any, assigned to the Buyer whether pursuant to this Agreement or pursuant to such addendum will be subject to section 3.3 of Part 2 of this Agreement and to the restrictions and limitations set out in the Disclosure Statement.

10. Equipment, Appliances and Furnishings: The Purchase Price includes the following equipment, appliances and furnishings:

- gas cooktop
- refrigerator
- microwave
- washer and dryer
- dishwasher
- convection wall oven
- hood fan
- window coverings
- installed and programmed alarm system
- variable refrigerant flow condensing unit

11. Intentionally Deleted.

12. Completion Date, Adjustment and Possession: See ARTICLE 2 - of Part 2 of this Agreement attached hereto.

13. Electronic Delivery of Disclosure Statement and Amendments: To the extent the Seller provides a copy of the Initial Disclosure Statement (as defined in section 9.1 of Part 2 of this Agreement) or a copy of any or all amendments to disclosure statement to the Buyer by electronic means, including, without limitation, by e-mail, the Buyer hereby consents to such delivery by electronic means. The Buyer hereby acknowledges and agrees that the Seller may deliver a copy of any amendment to disclosure statement which is filed in respect of the Disclosure Statement to the Buyer by electronic means, including, without limitation, by e-mail to the e-mail address set out on page 1 hereof (or, if the Buyer gives the Seller notice of an updated e-mail address for the Buyer, to such updated e-mail address), and the Buyer hereby consents to such delivery by electronic means.

14. Buyer's Agent: The Buyer hereby acknowledges and confirms to the Seller that the Buyer:

- has an agency relationship with \_\_\_\_\_ as brokerage (the "**Buyer's Brokerage**") and with \_\_\_\_\_ (the "**Buyer's Agent**") as the Buyer's Brokerage's agent/salesperson and the Buyer is relying upon the Buyer's Brokerage and the Buyer's Agent for advice in connection with this Agreement and the purchase of the Strata Lot; or
- has no agency relationship with any agent/brokerage/salesperson and is self-represented in this Agreement.

The Buyer further acknowledges to the Seller that the Seller may, for the benefit of the Seller, have the Seller's representatives coordinate with the Buyer, prepare this Agreement and answer the Buyer's questions with respect to this Agreement, however, the Buyer agrees that the Seller's representatives do not represent the Buyer, and the Buyer hereby confirms that he/she/they is/are not relying on the Seller's representatives for any advice in connection with this Agreement.

The Buyer acknowledges having received, read and understood prior to entering into this Agreement the brochure(s) published by the British Columbia Financial Services Authority titled "*Your Relationship with a Real Estate Professional*" and, if the Buyer has indicated above that the Buyer is self-represented, "*Not a Client? Know the Risks*", which have been explained to the Buyer by the on-site sales representative in its entirety with respect to agency and the risks associated with being a self-represented party.

*[Remainder of this page intentionally left blank]*

**THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT AS PART 2 FORM PART OF THIS AGREEMENT. READ PART 1 AND PART 2 OF THIS AGREEMENT CAREFULLY BEFORE YOU SIGN THIS AGREEMENT.**

This offer will be open for acceptance by the Seller up to 11:59 p.m. (Pacific Time) on \_\_\_\_\_, 20\_\_\_\_ and is irrevocable prior to that time and upon acceptance by the Seller will be a binding agreement for the purchase and sale (the "**Agreement**") of the Strata Lot on the terms and conditions contained herein.

THE BUYER HAS EXECUTED THIS AGREEMENT on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Buyer*

\_\_\_\_\_  
*Buyer*

THIS AGREEMENT OF PURCHASE AND SALE is accepted by the Seller on \_\_\_\_\_, 20\_\_\_\_.

**BOSA PROPERTIES (WEST 49TH AVE-B) INC.**

By: \_\_\_\_\_  
Authorized Signatory

**SELLER'S ACKNOWLEDGEMENT OF RECEIPT OF DEPOSIT**

RECEIPT OF \$ \_\_\_\_\_ IS HEREBY ACKNOWLEDGED BY THE SELLER AS DEPOSIT MONIES PAID BY THE BUYER.

**BUYER'S ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT AND ALL AMENDMENTS**

The Buyer hereby acknowledges having received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and having had an opportunity to read a copy of the Disclosure Statement (as defined in section 9.1 of Part 2 of this Agreement) before entering into this Agreement. The Buyer acknowledges to the Seller that this Agreement will constitute a receipt by the Buyer of the Disclosure Statement. The Buyer further acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the Buyer's attention.

The Buyer hereby confirms that the Buyer read this Agreement, including the attached Part 2, and further acknowledges and agrees that other than the warranties and representations and the terms and conditions contained in writing herein and in the Disclosure Statement, NO REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS MADE BY ANY PERSON OR AGENT WILL BE BINDING UPON THE SELLER.

\_\_\_\_\_  
*Buyer*

\_\_\_\_\_  
*Buyer*

**OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE  
PART 2**

The Seller and the Buyer hereby agree as follows:

**ARTICLE 1 - PURCHASE PRICE, DEPOSIT AND PAYMENT**

1.1 Payment of Purchase Price. The Buyer will pay the Purchase Price to the Seller as follows:

- (a) the Buyer will pay the Deposit, in the amounts and at the times set out in section 7 of Part 1 of this Agreement, to the Seller's Solicitors, being the Seller's appointed agent for holding the Deposit hereunder, in trust. Subject to section 1.5 hereof, the Seller's Solicitors will hold the Deposit in trust subject to the terms and conditions of this Agreement. If the estimated interest to be earned will exceed the Seller's Solicitors' administration costs, the Seller's Solicitors may (but are not required to) invest the deposit monies in an interest-bearing trust account with a Canadian chartered bank trust company or credit union with interest in all cases to be for the benefit and account of the Seller and will be retained by the Seller and not be applied on account of the Purchase Price; and
- (b) the Buyer will pay the balance of the Purchase Price (the "**Balance**"), plus or minus adjustments contemplated herein, to the Seller's Solicitors on the Completion Date by way of certified trust cheque in accordance with the provisions of section 4.4 hereof.

1.2 Release of Deposit. Subject to section 1.5 hereof, the Deposit will be dealt with as follows:

- (a) if the Buyer completes the purchase of the Strata Lot in accordance with the terms and conditions of this Agreement, then the Deposit (for greater certainty, not including any interest earned thereon) will form part of and be applied to the Purchase Price and be paid by the Seller's Solicitors to the Seller upon the completion of the purchase and sale of the Strata Lot, and any interest earned thereon (less the Seller's Solicitors' administration fee) will be paid by the Seller's Solicitors to the Seller;
- (b) if the Buyer does not give proper notice to the Seller pursuant to and in accordance with section 2.2 hereof and the Buyer fails to complete the purchase of the Strata Lot in accordance with the terms and conditions of this Agreement, then the Deposit, together with any interest accrued thereon (less the Seller's Solicitors' administration fee), will be paid by the Seller's Solicitors to the Seller forthwith, without prejudice to any other right or remedy of the Seller, and the Buyer hereby irrevocably authorizes and directs the Seller's Solicitors to deal with the Deposit and any interest thereon as aforesaid forthwith upon written demand by the Seller;
- (c) if the Buyer does not give notice pursuant to and in accordance with section 2.2 hereof and the Seller fails to complete the sale of the Strata Lot in default of its obligations hereunder, then the Deposit, excluding interest earned thereon, will be repaid by the Seller's Solicitors to the Buyer as liquidated damages as the Buyer's sole and exclusive remedy, and the repayment of such amount to the Buyer will be the limit of the Seller's liability in connection therewith and is deemed to be adequate and complete compensation for any and all damages the Buyer may suffer in connection therewith. The Buyer will have no further claims whatsoever against the Seller and the Buyer releases and discharges the Seller from any and all claims beyond the amount of the Deposit. The Seller will not be liable for any damages or costs whatsoever beyond the amount of the Deposit which may be incurred by the Buyer resulting from any such default by the Seller including, without limiting the generality of the foregoing, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship or any other damages or costs incurred by the Buyer, directly or indirectly, as a result of the Seller's default; or
- (d) the Deposit, excluding interest earned thereon, will be paid by the Seller's Solicitors to the Buyer and the Buyer will have no further claim against the Seller at law or in equity, in each of the following circumstances:
  - (i) if the Seller gives notice to the Buyer, or if the Buyer gives notice to the Seller, pursuant to and in accordance with section 2.2 hereof; or
  - (ii) if the Seller terminates this Agreement pursuant to section 8.2 hereof.

- 1.3 Dealing with Deposit. The Seller and the Buyer hereby irrevocably authorize the Seller's Solicitors:
- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof, notwithstanding the provisions of section 18 of the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**"); and
  - (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Seller's Solicitors with respect to the Deposit.
- 1.4 Section 18(4) of REDMA. For the purposes of section 18(4) of REDMA, and without limiting anything else contained herein, if the Buyer fails to pay a subsequent portion of the Deposit or the balance of the Purchase Price when required, the Seller may elect to terminate this Agreement and, if the Seller elects to terminate this Agreement, the amount of the Deposit and accrued interest is forfeited to the Seller. The Buyer further acknowledges and agrees that the Seller's Solicitors are entitled to rely on the Seller's written certification that the Buyer has failed to pay a subsequent portion of the Deposit or the balance of the Purchase Price when required and the Seller's Solicitors may pay the Deposit and accrued interest to the Seller under this section 1.4 notwithstanding the Seller's knowledge of any adverse claim to the Deposit and/or accrued interest including a claim by the Buyer.
- 1.5 Deposit Protection Contract under REDMA.
- (a) The Buyer acknowledges that, under section 19 of REDMA, a developer who desires to use for the developer's own purposes a deposit the developer has placed with a trustee under section 18 of REDMA may, by entering into a deposit protection contract with an insurer in relation to that deposit and giving notice of the deposit protection contract to the Buyer in accordance with REDMA, obtain the deposit from that trustee and use that deposit for the developer's own purposes.
  - (b) Notwithstanding sections 1.1 and 1.2 hereof, in the event the Seller enters into a deposit protection contract (as defined in REDMA) (the "**Deposit Protection Contract**") with an insurer with respect to the Deposit, the Seller's Solicitors will be entitled to release the Deposit, or portions thereof, to the Seller upon receipt of the original or a true copy of the Deposit Protection Contract from such insurer. Upon the release of the Deposit or any portion thereof to the Seller in accordance with the Deposit Protection Contract, the provisions of this Agreement shall be deemed to have been amended accordingly and the Seller may use the Deposit for purposes related to the Development, including without limitation, the construction and marketing of the Development in accordance with the provisions of REDMA.
- 1.6 Non-Sufficient Funds. Any payment made by the Buyer hereunder that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus an additional administration fee determined by the Seller, acting reasonably.

## **ARTICLE 2 - COMPLETION, POSSESSION AND ADJUSTMENT DATES**

- 2.1 Completion Date and Completion Notice. The completion date of the purchase and sale of the Strata Lot will be on the date selected by the Seller (the "**Completion Date**") and set out in a notice (the "**Completion Notice**") given by the Seller or the Seller's Solicitors to the Buyer or the Buyer's Solicitors notifying the Buyer that the Strata Lot is ready to be occupied, which date will be no less than 10 days from the date of the Completion Notice. Whether the Strata Lot is ready to be occupied refers to the Strata Lot and not any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the Seller has received oral or written permission from the City of Vancouver (the "**City**") to occupy the Strata Lot, regardless of whether or not such permission is temporary, conditional or final.

If the Completion Date so determined is a Saturday, Sunday, statutory holiday or a day upon which the Land Title Office is not open for business, the Completion Date will, without further action by the parties, be automatically extended to the immediately following day on which the Land Title Office is open for business. The notice of the Completion Date given by the Seller or the Seller's Solicitors to the Buyer or the Buyer's Solicitors may be based on the Seller's estimate as to when the Strata Lot will be ready to be occupied. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Seller may delay the Completion Date from time to time as required, by written notice of such delay to the Buyer or the Buyer's Solicitors.



2.2 Outside Date. If the Completion Date has not occurred by **March 1, 2026** (the “**Outside Date**”), then the Buyer or the Seller will have the right to terminate this Agreement by giving ten (10) business days’ written notice to the other party, provided that such notice is given and the notice period expires before the date permission is given by the City to occupy the Strata Lot. Notwithstanding the foregoing:

- (a) if the Seller is delayed pursuant to section 2.4, then the Outside Date will be extended in accordance therewith; and
- (b) the Seller may, at its option, exercisable by written notice to the Buyer, in addition to any extension pursuant to subsection 2.2(a) and whether or not any extension described in subsection 2.2(a) has occurred, elect to extend the Outside Date for three (3) periods, each of up to 120 days.

If either the Seller or the Buyer terminates this Agreement pursuant to this section 2.2, the Deposit, excluding interest earned thereon, will be forthwith returned to the Buyer, and the Buyer acknowledges and agrees that this Agreement will thereupon be null and void, and of no further force or effect. The Seller and the Buyer acknowledge and agree that the repayment of the Deposit to the Buyer will be the limit of the Seller’s liability in connection therewith and is deemed to be adequate compensation for any damages the Buyer may suffer in connection therewith. For greater certainty, the Buyer acknowledges and agrees that the Seller will not be liable for any costs or damages suffered by the Buyer as a result of or in connection with this Agreement or as a direct or indirect result of its termination including, without limiting the generality of the foregoing, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship or any other damages or costs incurred by the Buyer, directly or indirectly. The Buyer further acknowledges and agrees that this provision will constitute a complete defence to any claim which may be made by the Buyer against the Seller.

2.3 Estimated Construction Completion Date Range. The Buyer hereby:

- (a) acknowledges and agrees that the Completion Date will be established by the Seller in accordance with section 2.1, notwithstanding the estimated date range (the “**Estimated Construction Completion Date Range**”) for completion of construction of the Development as set out in the Disclosure Statement;
- (b) acknowledges that there are many factors that impact the length of time required to construct a project of the scale of the Development and acknowledges and agrees that the Estimated Construction Completion Date Range is an estimate only and may vary based on time gained or lost during the construction process;
- (c) acknowledges and agrees that the actual Completion Date, as established by the date set forth in the Completion Notice, may occur before, during or after the Estimated Construction Completion Date Range;
- (d) covenants and agrees to complete the purchase of the Strata Lot on the Completion Date as set out in the Completion Notice in accordance with the terms and conditions of this Agreement regardless of whether the Completion Date is before, during or after the Estimated Construction Completion Date Range or the amount of time between the Completion Date and the Estimated Construction Completion Date Range;
- (e) acknowledges, confirms and agrees that the Buyer’s decision to enter into and to perform the terms of this Agreement is not predicated upon whether or not the actual Completion Date occurs before, during or after the Estimated Construction Completion Date Range; and
- (f) acknowledges, confirms and agrees that the Completion Date occurring before, during or after the Estimated Construction Completion Date Range will not affect the value, price or use of the Strata Lot to the Buyer.

2.4 Delay. If the Seller is delayed in completing the construction of the Strata Lot, performing any obligation by an estimated date or performing any other obligation herein (including, without limitation, rectifying any Identified Deficiencies (as defined in section 3.4)) as a result of fire, explosion or accident, however caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, materials or equipment, earthquake, flood, act of God, inclement weather, pandemic, epidemic or other widespread infection, disease or illness (including, for greater certainty SARS-CoV-2, COVID-19 or any other widespread

contagious infection, disease or illness regardless of whether any particular governmental or health authority deems the same to be an epidemic, a pandemic or a public health emergency, and including any public health order relating to any of the foregoing), delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, climactic conditions, terrorist attack, interference of the Buyer or any other event beyond the control of the Seller (other than the lack of funds), in every case as determined by the Seller in its sole discretion, then the Seller may, by written notice to the Buyer, extend the Outside Date, any estimated date by which the Seller intends to perform an obligation under this Agreement and any date by which the Seller must perform an obligation under this Agreement (including without limitation the Completion Date) for a period equivalent to such period of delay or the impact of such delay on the completion of the Development, whichever is greater, without compensation to the Buyer, and time will remain of the essence.

- 2.5 Adjustments. The Buyer will assume and pay all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the strata corporation of which the Strata Lot forms part and all other charges relating to the Strata Lot from and after the Completion Date, and all adjustments, both incoming and outgoing of whatever nature whatsoever in respect of the Strata Lot will be made as of the Completion Date. If the amount of any such taxes, rates, assessments or other charges has been levied or assessed in respect of a parcel greater than the Strata Lot, then the portion thereof that will be allocated to the Strata Lot will be determined by the Seller by prorating the total amount among all of the strata lots in the Development on the basis of all the applicable unit entitlement.
- 2.6 Possession. Provided the Buyer completes the purchase of the Strata Lot on the Completion Date in accordance with the terms and conditions of this Agreement and the Seller's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Buyer to the Seller in respect of the Strata Lot on the Completion Date, the Buyer will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").
- 2.7 Risk. The Strata Lot will be at the risk of the Seller until and including the date preceding the Completion Date and at the risk of the Buyer from and including the Completion Date.
- 2.8 Utilities and Strata Fees. The Buyer is responsible for all utility charges for the Strata Lot as of the Possession Date and must ensure that he/she/it notifies the necessary utility companies to have the utilities transferred into his/her/its name on the Possession Date. In the event the Buyer does not transfer the utilities into his/her/its name as of the Possession Date, any charges to the Seller that are the Buyer's responsibility will be paid to the Seller in full within five (5) business days after notification thereof from the Seller. If such amount is not paid by the Buyer within the five (5) business day period, a \$50.00 charge will be added to the outstanding amount for each week that the Buyer fails to transfer the utilities into their name and fails to pay any charges to the Seller resulting from such failure. The Buyer is responsible for the monthly strata corporation fee from and after the Completion Date and acknowledges that the monthly strata corporation fee shown in the Disclosure Statement is only an estimate of such fee.

### ARTICLE 3 - CONSTRUCTION

- 3.1 Changes to Strata Lot and Development. The Strata Lot is as shown on the Strata Plan attached to the Disclosure Statement given to the Buyer. The Seller may, in its sole discretion and without compensation to the Buyer, make modifications and alterations to the features, configuration, layout, design and finishes of the Strata Lot and the Development, including, without limiting the generality of the foregoing: modifications in ceiling height, column size, shape and location and number and location of windows and doors; use of materials other than those shown in any plans or marketing materials, provided such alternate materials are reasonably equal to or better in quality, in the sole opinion of the Seller; and alterations required to accommodate structural elements and electrical, plumbing, mechanical and other building systems within the Development. No such change will create a right of rescission in favour of the Buyer or give rise to a claim for damages or compensation, or any other remedy, as against the Seller.
- 3.2 Intentionally Deleted.
- 3.3 Parking Stall(s), Storage Room(s) and Bicycle/Storage Locker(s). If the Buyer is entitled to any parking stall(s), storage room(s) and/or bicycle/storage locker(s) in the Development, then the Seller will have sole discretion to determine which parking stall(s), storage room(s) and/or bicycle/storage locker(s), as applicable, are assigned to the Buyer, and the Buyer acknowledges that the location of such parking stall(s), storage room(s) and/or bicycle/storage locker(s) will be determined by the Seller, in the Seller's sole discretion without consultation with the Buyer. The Buyer acknowledges and agrees that the Buyer has read and understood the descriptions of the parking stall, storage room and/or bicycle/storage locker allocation intended for the

Development, as set out in the Disclosure Statement and understands and acknowledges that the Buyer will not have the right to use any parking stall, storage room or bicycle/storage locker in the Development unless this Agreement (or an addendum hereto) specifically provides that the purchase of the Strata Lot includes such right. The Buyer acknowledges and agrees that the Buyer will accept any parking stall(s), storage room(s) and/or bicycle/storage locker(s), if any, assigned to the Buyer by the Seller on an "as is" basis and will have no claim against the Seller and its related entities in respect of any variation in the size, configuration, shape or convenience of location of such parking stall(s), storage room(s) and/or bicycle/storage locker(s), or any partial obstruction thereof including, without limitation, by columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities of such parking stall(s), storage room(s) and/or bicycle/storage locker(s). The Buyer hereby waives all claims against the Seller and its related entities in respect of any matter described in this section 3.3, which waiver will survive the completion of the purchase and sale of the Strata Lot.

- 3.4 Inspection. If requested by the Buyer, the Buyer and a representative of the Seller will inspect the Strata Lot at a reasonable time designated by the Seller prior to the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies (collectively, the "**Identified Deficiencies**") will be prepared and signed by the Buyer and the Seller, and the Buyer will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot on an "as is, where is" basis, subject only to the Identified Deficiencies. For greater certainty, if such an inspection is not carried out prior to the Completion Date or if the Buyer fails to sign the list of Identified Deficiencies, then the Buyer will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot on an "as is, where is" basis. In the event of a disagreement between the Buyer and the Seller as to what constitutes a defect or deficiency, or whether or not a defect or deficiency has been rectified, the decision of the Seller's architect will be conclusive, final and binding on the parties. Except for the purposes of such inspection, the Buyer will not be entitled to access the Strata Lot or the Development prior to the Possession Date. The Buyer hereby releases the Seller, the Seller's partners, the Registered Owner (as defined in section 4.8) and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development, and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Buyer or any person on behalf of the Buyer in the Development, or any act or omission of the Buyer or any person on behalf of the Buyer while within the Development, in connection with such inspection. The Buyer hereby acknowledges and the Seller hereby confirms that the Seller has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Buyer for the benefit of such Released Parties. This release and indemnity will not merge on closing and will survive the completion of the transaction contemplated in this Agreement or the termination of this Agreement.

3.5 Defects and Deficiencies.

- (a) The Buyer acknowledges that the Identified Deficiencies may be rectified prior to or following the Completion Date. The Buyer and the Seller agree that notwithstanding the existence of any defects or deficiencies on the Completion Date (including, without limitation, any Identified Deficiencies), such defects or deficiencies will not permit the Buyer to elect not to complete the purchase of the Strata Lot and there will be no holdback in respect of any defects or deficiencies which may exist on the Completion Date (including, without limitation, any Identified Deficiencies) and the Completion Date will not be extended due to any such defects or deficiencies. Following the Completion Date, the Buyer agrees to provide the Seller and its representatives, contractors and agents with access to the Strata Lot at all reasonable times, on 24 hours' notice from the Seller, in order for the Seller or its representatives, contractors or agents to rectify any outstanding deficiencies, and the Buyer will in no manner interfere with or impede any such person while he or she is carrying out such work.
- (b) Without limiting the generality of the foregoing, the Buyer acknowledges and agrees as follows: (i) the Seller's correction of defects or deficiencies after the Completion Date is a standard part of any new development purchase process; (ii) the Seller and its representatives, contractors and agents may require access to the Strata Lot on multiple occasions throughout the warranty period in order to rectify any outstanding deficiencies and/or complete any warranty work; (iii) the Buyer will make all reasonable efforts to accommodate the Seller's representatives, contractors and agents (including, without limitation, the Seller's customer care team and tradespersons) as may be necessary in connection with the foregoing, and (iv) the Buyer acknowledges and agrees that no compensation is payable to the Buyer in connection with the Seller's deficiency correction process.

- (c) The Seller will provide home warranty insurance coverage (the “**New Home Warranty**”) for the Strata Lot in accordance with the requirements of the *Homeowner Protection Act* (British Columbia) on the terms described in the Disclosure Statement. The Seller and the Buyer agree that, notwithstanding anything else contained herein, the Seller is not required to make any repairs to the Strata Lot or the Development except as required by the New Home Warranty or to resolve any Identified Deficiencies. The Buyer releases the Released Parties from any and all claims the Buyer or any successor in title may have in the future against the Released Parties that relate to or arise from the Released Parties’ role in designing or constructing the Development or the Strata Lot or in supervising the design or construction of the Development or the Strata Lot, including any claims the Buyer may have in the future for negligence, breach of contract or breach of any other duty owed to the Buyer or any of its successors in title. The Buyer releases any claims it may have against the Released Parties for negligence, breach of contract or any other breach of duty in the future, including claims it is not yet aware of or which may be arise from or relate to acts, omissions or events that happen in the future or which may not be discovered until after the Buyer completes the purchase of the Strata Lot. The Buyer specifically releases any claims the Buyer or its successors in title may have for losses or damages the relate to or arise from the negligence, breach of contract or breach of any other duty of the Released Parties, or any of them, including damages for the cost of remediating other damage to the Strata Lot, or another strata lot in the Development, damages for the cost of obtaining replacement accommodation or damages for lost rent or resale value, including claims for damages that may arise in the future or which may not be discovered until after the Buyer completes the purchase of the Strata Lot. The Buyer hereby acknowledges, and the Seller hereby confirms, that the Seller has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Buyer for the benefit of such Released Parties. This release and indemnity will not merge on closing and will survive the completion of the transaction contemplated in this Agreement or the termination of this Agreement.
- 3.6 Alterations to Common Property. The Seller reserves the right to alter the common property of the Development at any time and from time to time, if, in the Seller’s sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems or other building or utility systems, its ability to withstand water penetration or its esthetics.
- 3.7 Variations in Materials. Due to the natural variation of colour and texture in any wood, stone, granite and other materials used in the Strata Lot, and dye lots of the tile, carpet and other components of the Strata Lot and the fact that the colour of natural products (especially wood) will change over time, the finishes of any wood, stone, granite, tile, carpet and other materials in or components of the Strata Lot may differ from the colour, grain, vein, pattern, size, stain resistance and textures shown in the display unit or any samples provided to or viewed by the Buyer. In addition, even within the Strata Lot, the textures, colours and finishes may vary for the same reasons. Such variations are inherent characteristics which cannot be fully controlled and any such variations will not in any event be considered or deemed to be defects or deficiencies in the Strata Lot. The Buyer acknowledges and agrees that certain materials installed in the Strata Lot, which may include, without limitation, marble and natural stone, may be a porous material that requires regular maintenance and sealing and that natural characteristics such as scratching, etching and staining are normal and will not be considered a defect or deficiency in the material.
- 3.8 Ceiling Heights. The Buyer acknowledges that the actual ceiling height in the Strata Lot as constructed may be higher or lower than the ceiling height in any model suite or rendering, and the ceiling heights in certain portions of the Strata Lot may be higher or lower than as depicted in any model suite, marketing materials or the plans for the Development to in order to accommodate construction requirements including, but not limited to, mechanical, electrical equipment, ducting, ventilation systems, plumbing and structural requirements.
- 3.9 Service Facilities. The Buyer acknowledges that the Development will include service facilities, systems and equipment required in connection therewith, including, without limitation, transformers, power conduits, fire protection systems and equipment, vents, ducts, fans and other facilities, systems and equipment (collectively, the “**Service Facilities**”). The Service Facilities will be located within the Development as required by the City or recommended by the Seller’s consultants. The Buyer acknowledges that the current plans for the Development may not indicate the location of all the Service Facilities and that the Seller reserves the right to relocate, add or delete all or a portion of the Service Facilities as deemed necessary by the Seller, without compensation to the Buyer.

**ARTICLE 4 - CLOSING**

- 4.1 Delivery of Closing Documents. The Buyer will cause the Buyer's Solicitors to prepare and deliver to the Seller's Solicitors, at least three (3) days prior to the Completion Date, a Form A Freehold Transfer (the "**Transfer**"), in registrable form, conveying the Strata Lot to the Buyer and a Seller's statement of adjustments (the "**Statement of Adjustments**") prepared in accordance with this Agreement. The Buyer will be responsible for obtaining a Form F Certificate of Payment and Form B Information Certificate as required under the *Strata Property Act* (British Columbia).
- 4.2 Permitted Encumbrances and Seller's Financial Charges. The transfer of title to the Strata Lot to the Buyer will be free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Seller will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. Notwithstanding the foregoing, the Buyer acknowledges that the transfer of title to the Strata Lot may also be subject to mortgages, assignments of rent and/or other financial charges (collectively, the "**Seller's Financial Charges**") granted by the Seller in connection with the Seller's construction financing or other financing secured by the Strata Lot or the common property of the strata corporation. The Buyer agrees to accept title to the Strata Lot subject to the Permitted Encumbrances and the Seller's Financial Charges and acknowledges and agrees that the Seller will be using the purchase monies received from the Buyer to obtain a partial discharge of the Seller's Financial Charges.
- 4.3 Execution of Closing Documents. The Seller will cause the Seller's Solicitors to deliver to the Buyer's Solicitors, on or before the Completion Date, the Transfer, duly executed by the Registered Owner (as defined in section 4.8) and in registrable form, and the Statement of Adjustments, approved by the Seller, on the Buyer's Solicitors' undertaking to not use such documents except as described in this section 4.3. The Seller will not be obligated to execute any closing documents other than those expressly contemplated herein. The Seller will not be obligated to execute or cause to be executed a transfer of the Strata Lot in favour of any party other than the Buyer (or an assignee of the Buyer's interest in this Agreement to which the Seller has given its prior written consent pursuant to subsection 5.3(a)).
- 4.4 Conveyance. On the Completion Date, the Buyer will cause the Buyer's Solicitors to submit the Transfer to the Land Title Office (together with any additional documentation as may be required in connection with registration of the Transfer, including without limitation, any return, declaration and/or report required to be filed pursuant to the *Property Transfer Tax Act* (British Columbia) (the "**PTT Act**") or the *Land Owner Transparency Act* (British Columbia)) and upon acceptance of the Transfer for registration at the Land Title Office and upon receipt of a satisfactory post-lodging index search in the Land Title Office showing that the Transfer will be registered subject only to the Permitted Encumbrances and the Seller's Financial Charges, if any, the Buyer will cause the Buyer's Solicitors to pay the balance of the Purchase Price necessary to complete the purchase and sale of the Strata Lot as set out on the approved Statement of Adjustments (the "**Closing Funds**") to the Seller's Solicitors by way of certified trust cheque made payable and delivered at the Buyer's expense to the Seller's Solicitors in trust, on the Seller's Solicitors' undertaking to (i) pay out and discharge the Seller's Financial Charges, if any, from title to the Strata Lot within a reasonable period of time following closing and (ii) cause any claim of builders lien registered or pending against the Strata Lot on the Completion Date to be discharged within thirty (30) days after the Completion Date. The Buyer will ensure that the Closing Funds will be delivered to the Seller's Solicitors not later than 4:00 p.m. (Pacific Time) on the Completion Date.
- 4.5 Buyer's Financing. If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Closing Funds on the Completion Date, may wait to pay the Closing Funds to the Seller's Solicitors until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office, but only if, before such lodging against title to the Strata Lot, the Buyer has:
- (a) deposited in trust with the Buyer's Solicitors that portion of the Closing Funds not being financed by the mortgage;
  - (b) fulfilled all the new mortgagee's conditions for funding except lodging such mortgage for registration; and
  - (c) made available to the Seller's Solicitors on an undertaking given by the Buyer's Solicitors to pay the Closing Funds on the Completion Date upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.

- 4.6 Costs, Taxes and Rebates. The Buyer will pay all costs in connection with the sale and purchase of the Strata Lot (including property transfer tax, additional property transfer tax on the sale of the residential properties to foreign buyers and any GST, or any other federal and provincial sales, harmonized sales, service, value added, transition or other tax required to be paid by the Buyer in connection with the purchase and sale of the Strata Lot and the equipment and appliances included with the Strata Lot), other than the costs of the Seller incurred in clearing title to the Strata Lot of the Seller's Financial Charges. Without limiting the generality of the foregoing, the Buyer agrees that the Purchase Price does not include any applicable taxes, including GST, or any other federal or provincial sales, harmonized sales, service, value added, transition or other tax that may be applicable to the sale of the Strata Lot hereunder whether levied against the Buyer or the Seller, all of which will be payable by the Buyer on the Completion Date in addition to the Purchase Price.

If and to the extent required under Part IX of the *Excise Tax Act* (Canada) (the "ETA"), and subject to the foregoing, the Buyer will remit to the Seller on the Completion Date any GST that may be exigible under Part IX of the ETA in respect of the transaction contemplated herein, and the Seller agrees that it will remit or otherwise account for such funds to Canada Revenue Agency ("CRA") in accordance with its obligations under Part IX of the ETA. Notwithstanding the foregoing, if the Buyer is a corporation, trust or partnership which is registered for GST purposes and, on or before the Completion Date, the Buyer provides the Seller with a certificate as to the GST registered status of the Buyer containing the Buyer's GST registration number, the Buyer will not be required to pay the GST to the Seller but will be liable for, will self-assess and will remit same directly to CRA. The Buyer will indemnify and save harmless the Seller from and against any and all GST, penalties, costs and/or interest which may become payable by or assessed against the Seller as a result of any failure by the Buyer to comply with the foregoing and such indemnity will survive and not merge upon closing of the sale of the Strata Lot contemplated herein. The Buyer acknowledges that the Seller will have no obligation to adjust the Purchase Price to credit the Buyer for any new housing rebate to which the Buyer might be entitled.

- 4.7 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Buyer in respect of builders' lien claims (the "Lien Holdback") will be paid on the Completion Date to the Seller's Solicitors in trust. The Lien Holdback will be held in trust pursuant to the *Strata Property Act* (British Columbia) and the *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable Land Title Office (the "Land Title Office") in connection with work done at the request of the Seller. The Seller's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Seller, on the 55<sup>th</sup> day after the Strata Lot is conveyed to the Buyer, 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 Buyer or the solicitor or notary public for the Buyer (the "Buyer's Solicitors") notifies the Seller's Solicitors in writing by 4:00 p.m. on that day. The Buyer hereby authorizes the Seller to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the lien holdback funds into Court if desired by the Seller.
- 4.8 Seller's Interest/Registered Owner. The Buyer acknowledges and agrees that legal title to the Strata Lot is or will be held by Bosa Properties (West 49th Ave) Inc. (the "Registered Owner") as nominee, agent and bare trustee for and on behalf of the Seller. The Buyer agrees, notwithstanding any provisions to the contrary herein or in the *Property Law Act* (British Columbia), to accept the Transfer and other closing documents executed by the Registered Owner in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Buyer acknowledges that it has been advised by the Seller and confirms and agrees that: (a) the Seller is solely responsible for the construction, marketing and sale of the Development; and (b) the Buyer does not have any contractual relationship with or rights against the Registered Owner (such relationship and all such rights being with or against the Seller) and the Buyer will at all times deal with the Seller in respect of the transactions contemplated herein.

## **ARTICLE 5 - ASSIGNMENTS**

- 5.1 Requirements under REDMA respecting Assignments.
- (a) In accordance with section 20.3(1) of REDMA and section 10.2(1) of the *Real Estate Development Marketing Regulation*, B.C. Reg. 505/2004 (the "REDMA Regulation"), the Seller and the Buyer agree as follows:
- (i) Without the Seller's prior consent, any assignment of this Agreement is prohibited.
- (ii) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of

a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

- (iii) Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.
- (b) Pursuant to section 20.3(1) of REDMA and section 10.2(2) of the REDMA Regulation, the Seller hereby gives notice to the Buyer of the following:

Before the Seller consents to the assignment of this Agreement, the Seller will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

- (i) the party's identity;
- (ii) the party's contact and business information; and
- (iii) the terms of the assignment agreement.

Information and records collected by the Seller must be reported by the Seller to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

## 5.2 Prescribed Information and Records.

- (a) Without limiting anything set out in section 5.1, prior to the Seller consenting to any assignment of this Agreement, the Buyer will cause each proposed party to an assignment agreement to give to the Seller all information and records prescribed pursuant to section 20.3(2) of REDMA and/or section 10.3 of the REDMA Regulation (collectively, the "**Prescribed Information and Records**").
- (b) If the Seller consents to any assignment of this Agreement, the Buyer will cause the parties to the assignment agreement to forthwith deliver to the Seller a copy of the written and signed assignment agreement, and the Buyer acknowledges and agrees that the Seller may keep and use such copy of the assignment agreement for such purposes as may be required or permitted under REDMA or the REDMA Regulation.
- (c) The Buyer acknowledges and agrees that the Seller may, at any time and from time to time, (i) file the Prescribed Information and Records, as well as any other information and records regarding the Buyer, any assignee or proposed assignee of this Agreement and/or any assignment or proposed assignment of this Agreement, with the administrator designated under the PTT Act and (ii) disclose the Prescribed Information and Records and such other information and records to such persons as may otherwise be required by law.
- (d) Forthwith upon the request of the Seller, the Buyer will provide, and will cause any assignee or proposed assignee of this Agreement to provide, such other information and records as the Seller may require or desire in connection with any assignment or proposed assignment of this Agreement, including information regarding the Buyer, the assignee or proposed assignee and/or the assignment or proposed assignment of this Agreement. The Buyer acknowledges that REDMA may be amended from time to time to modify the obligations and requirements, or to impose additional obligations and requirements, of the Seller and/or the Buyer with respect to assignments of purchase agreements, and the Buyer covenants and agrees to comply with all such obligations and requirements and to cooperate with the Seller and promptly comply with all requests of the Seller in relation to such obligations and requirements. This covenant will survive the completion of the transaction contemplated by this Agreement or the termination of this Agreement.
- (e) For greater certainty, and notwithstanding anything else in section 5.1 or this section 5.2, the notices, terms and conditions in section 5.1 and this section 5.2 do not: (i) constitute consent by the Seller to any assignment of this Agreement; (ii) obligate the Seller to consent to any assignment of this

Agreement; or (iii) derogate from, diminish, limit, amend or affect the Seller's right to arbitrarily withhold its consent to any assignment of this Agreement in the Seller's sole and unfettered discretion pursuant to section 5.3 of this Agreement.

### 5.3 Restrictions on Assignments.

- (a) Notwithstanding sections 5.1 and 5.2 or anything to the contrary contained herein, the Buyer may only assign the Buyer's interest in the Strata Lot or in this Agreement or direct the transfer of the Strata Lot to any other or additional party with the prior written consent of the Seller, which consent may be arbitrarily withheld by the Seller in its sole, absolute and unfettered discretion, and, unless the Seller so consents, the Seller will not be required to convey the Strata Lot to anyone other than the Buyer named herein.
- (b) If, following the Buyer's delivery to the Seller of the Prescribed Information and Records required by the Seller pursuant to REDMA and the REDMA Regulation as required hereunder and thereafter with the consent of the Seller, the Buyer assigns the Buyer's interest in the Strata Lot or this Agreement or directs the transfer of the Strata Lot to any other or additional party, then the Buyer will pay or cause the assignee to pay to the Seller by way of certified cheque, as a condition of the Seller consenting to the assignment, an assignment fee (the "**Assignment Fee**") in the amount equal to three percent (3%) of the Purchase Price set out in section 7 of Part 1, plus GST and any other applicable taxes thereon. Notwithstanding the foregoing, the Assignment Fee will be reduced to Five Hundred Dollars (\$500.00), plus GST and any other applicable taxes, if the assignee is the Buyer's spouse, parent, child, grandparent or grandchild or a company in which the Buyer or the Buyer's spouse, parent, child, grandparent or grandchild has a controlling interest, or, if the Buyer is a company, the assignee is an individual with a controlling interest in such company or the spouse, parent, child, grandparent or grandchild of such individual, and the Buyer provides the Seller with evidence satisfactory to the Seller, in its sole discretion, of the relationship between the Buyer and the proposed assignee.

Furthermore, on the Completion Date, the Buyer (which for greater certainty are any persons and/or entities who constitute the Buyer as at the Completion Date) will pay to the Seller all applicable filing and registration fees (collectively, the "**CSAIR Fees**"), plus GST and any other applicable taxes, as set from time to time by the applicable governmental authority, and which are payable by the Seller in connection with registering any and all assignments of this Agreement in the Condo and Strata Assignment Integrity Register ("**CSAIR**"), and such CSAIR Fees will be added to the statement of adjustments.

- (c) Any Buyer seeking the Seller's consent to an assignment must give the Seller at least fourteen (14) days' written notice of such request prior to submitting the written form of assignment agreement for the Seller's consideration and approval, which approval may be arbitrarily withheld.
- (d) Without limiting the Seller's discretion to approve or condition any assignment, the Seller's consent to an assignment of the Buyer's interest in this Agreement is subject to the Buyer satisfying the following conditions:
- (i) the Buyer or the assignee has provided to the Seller the applicable Assignment Fee payable in accordance with subsection 5.3(b) of this Part 2 in respect of such assignment;
- (ii) the Buyer has provided the Seller with all Prescribed Information and Records in respect of the Buyer, the proposed assignee and any other party in connection with the Buyer's request for consent to the assignment which may be necessary in order for the Seller to consider the request, as determined by the Seller, including the information and records necessary or desirable to enable the Seller to fully comply with all requirements of all applicable laws as amended from time to time, including the provisions of REDMA;
- (iii) the Buyer has delivered or caused to be delivered to the Seller any additional documents the Seller may require from the Buyer, the proposed assignee and any other party in connection with the Buyer's request for consent to the assignment; and



- (iv) the Buyer, the proposed assignee and any other applicable party have executed and delivered to the Seller, an assignment and assumption agreement satisfactory to the Seller in form and content.
  - (e) The Buyer will not be permitted to, and will not, request the Seller's consent to any assignment of this Agreement:
    - (i) intentionally deleted;
    - (ii) if the Deposit has not been paid as required hereunder;
    - (iii) if the Seller has previously consented to an assignment of this Agreement;
    - (iv) if such request is made after that date which is sixty (60) days prior to the first day of the Estimated Construction Completion Date Range (as defined in subsection 2.3(a), as may be amended from time to time);
    - (v) at any time after delivery of the Completion Notice; and/or
    - (vi) if the Buyer has not complied with the marketing restrictions set out in section 6.1 hereof.
  - (f) No assignment by the Buyer of the Buyer's interest in the Strata Lot or this Agreement or direction of transfer to any other person will have the effect of releasing the Buyer from any of the Buyer's obligations or liabilities hereunder.
  - (g) Regardless of whether or not the Seller consents in writing to an assignment of the Buyer's interest in the Strata Lot or this Agreement, in accordance with this section 5.3, the Buyer will not, under any circumstances, assign the Buyer's interest in this Agreement in a manner that qualifies as an "avoidance transaction" as such term is defined under the PTT Act.
  - (h) The Buyer hereby releases and will indemnify the Released Parties against any and all claims, damages, losses, duties, levies, fees, penalties, costs and expenses that the Released Parties may suffer or incur under any applicable laws including, without limitation, REDMA, the PTT Act or any regulation thereunder in connection with an assignment of the Buyer's interest in this Agreement or otherwise in connection with the transaction contemplated therein and this release and indemnity will not merge on closing and will survive the completion of the transaction contemplated in this Agreement or the termination of this Agreement.
- 5.4 Assignment by Seller. The Seller will be entitled, in its sole and absolute discretion, to sell, assign or otherwise transfer its right, title and interest in this Agreement without the consent of the Buyer. In such case, the Buyer acknowledges and confirms that:
- (a) the new developer will be the assignee of the Seller; and
  - (b) other entities involved in the development of the Development may sell and/or assign their interest in the Development,

and the identity of the Seller, the new developer and/or any other entities involved in the development of the Development are not material to the Buyer in proceeding with the transaction contemplated herein.

## **ARTICLE 6 - MARKETING**

- 6.1 Marketing by Buyer. The Buyer covenants and agrees that, prior to the Completion Date, the Buyer will not, and will not allow an agent on its behalf, to:
- (a) advertise the sale of the Strata Lot, or the assignment of this Agreement, by way of newsprint, internet, radio, television, social media (including, without limitation, Facebook, Instagram, Twitter, LinkedIn, WhatsApp, Pinterest, Snapchat, TikTok, QQ, Weibo and WeChat) or any other form of communication; or

- (b) solicit offers from the public with respect to the resale of the Strata Lot or the assignment of this Agreement by the Buyer; or
- (c) enter into any listing agreement concerning the sale of the Strata Lot, or the assignment of this Agreement, under a listing service of the Real Estate Board of Greater Vancouver,

without the express prior written consent of the Seller, which consent may be arbitrarily withheld by the Seller in its sole, absolute and unfettered discretion. In the event that the Buyer requests and the Seller consents in writing (the "**Consent Letter**") to such advertising, soliciting and/or entering into a listing agreement by the Buyer, the Buyer will be permitted to carry out such advertising, soliciting or enter into a listing agreement, as applicable, in strict compliance with the terms and conditions set out in the Consent Letter.

6.2 Marketing by Seller. The Buyer agrees that, from and after the completion of the conveyance of the Strata Lot contemplated by this Agreement, the Buyer will allow the Seller to, at any time and from time to time:

- (a) maintain professional signage on the common property of the strata corporation for the purposes of offering for sale those strata lots in the Development which are owned by the Seller; and
- (b) show the common property of the strata corporation to prospective Buyers for the purposes of offering for sale those strata lots in the Development which are owned by the Seller,

and the Buyer will not do anything to prevent or interfere with the foregoing and will vote in favour of any resolution of the strata corporation required to give effect to the foregoing.

#### ARTICLE 7 - INTENTIONALLY DELETED

#### ARTICLE 8 - MISCELLANEOUS

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

- (a) terminate this Agreement by giving written notice to the Buyer, and in such event the Deposit, together with all accrued interest thereon, will be absolutely forfeited to the Seller on account of damages (the parties hereby agreeing that the Deposit together with interest thereon is a genuine pre-estimate of the minimum amount of damages the Seller is expected to suffer as a result of such termination), without prejudice to the Seller's other rights or remedies, including, without limitation, a right to recover any additional damages; or
- (b) elect to extend the date for payment or the completion date of the transaction contemplated by this Agreement to any date determined by the Seller in its sole discretion, and in each such event time will remain of the essence and the Buyer will pay to the Seller, in addition to the Purchase Price (or other amount payable hereunder), as applicable, an extension fee of \$500.00 per day, from the date upon which such payment and amounts were due to and including the date upon which such payment and amounts are paid.

If from time to time the Buyer's default continues beyond the last extended date for completion or payment established pursuant to subsection 8.1(b), then the Seller may at any time thereafter elect to terminate this Agreement pursuant to subsection 8.1(a) or permit one or more further extensions pursuant to subsection 8.1(b). Furthermore, the Seller may terminate this Agreement in accordance with subsection 8.1(a) at any time during the continuance of the default by the Buyer, even if the Seller has previously elected not to terminate this Agreement.

Should any extension for completion pursuant to subsection 8.1(b) above result in the Completion Date extending beyond the Outside Date, the Outside Date will be deemed to be extended to the same date as the Completion Date, and such extension will not give the Buyer any rights to terminate this Agreement.

8.2 FINTRAC. The Buyer agrees to provide to the Seller, the Seller's agents and the Seller's Solicitors, promptly upon request, any additional personal or other information not referred to in section 8.10 that is required in order to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and regulations, rules and policies thereunder or relating thereto, and the Buyer acknowledges that the consent in

section 8.10 applies to any such personal or other information. The Seller may in its sole discretion terminate this Agreement if the Seller has reasonable grounds to suspect that any part of the transaction contemplated by this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event any Deposit that has been paid will be returned to the Buyer and the Buyer will have no further claims against the Seller.

- 8.3 Ongoing Construction. The Buyer is hereby advised and acknowledges, agrees and accepts that as and when other residential units in or around the Development are being completed and/or moved into, excessive levels of construction noise, vibration, dust and/or debris are possible, and accordingly same may temporarily cause nuisance and inconvenience to the occupants of the Development. The Buyer acknowledges, agrees and accepts that the Released Parties shall not at any time be liable for, and the Buyer shall not be entitled to any compensation for, damages of any kind as a result of any such ongoing construction activities in connection with the construction of the Development, including, without limitation, arising from any inconvenience, nuisance, expense, cost, injury, damage, loss or disturbance to the Development or any portion thereof or to the owners or occupants from time to time of the Development or the strata corporation arising from, in connection with or incidental to any disturbance described in this section 8.3 so that neither the owners or occupants of the Development nor the strata corporation will have any right of action at law or in equity against the Released Parties in respect to the development and construction and completion thereof. The Buyer hereby irrevocably and unconditionally waives any claim the Buyer has or may have against the Released Parties in respect of the matters set out in this section 8.3. The provisions of this section 8.3 will not merge on closing and will survive the completion of the transaction contemplated in this Agreement or the termination of this Agreement.
- 8.4 Light, Views and Sound. The Buyer is hereby advised and acknowledges, agrees and accepts that the Seller and its agents do not make any representation or warranty as to the views from the Strata Lot and/or or the natural light, degrees or forms of neighbourhood light and/or shadows which may emanate into, across or may otherwise impact the Strata Lot, and that any simulated views, images or renderings in any brochures, advertisements, models, blogs, websites or any other electronic or print media or any other marketing materials relating to the Development are for illustrative purposes only and should not be relied upon by the Buyer. Furthermore, the Buyer acknowledges, agrees and accepts that the completion of the Development any future development of land adjacent to or in the vicinity of the Development may have a detrimental effect on the views from the Strata Lot or the amount of natural light the Strata Lot might otherwise receive. For greater certainty, the Buyer is hereby advised and acknowledges, agrees and accepts that the Seller does not guarantee that any views from any strata lot, including the Strata Lot or the amount of natural light that the Strata Lot might otherwise receive will be preserved. The Buyer hereby irrevocably and unconditionally waives any claim the Buyer has or may have against the Released Parties in respect of the matters set out in this section 8.4. The provisions of this section 8.4 will not merge on closing and will survive the completion of the transaction contemplated in this Agreement or the termination of this Agreement.
- 8.5 Notices and Tender. Any notice, communication or other document to be given to the Buyer hereunder or otherwise (including, without limitation, any amendment to the Disclosure Statement) will be well and sufficiently given if (a) deposited in any postal receptacle in Canada addressed to the Buyer at the Buyer's address or to the Buyer's Solicitors at their offices and sent by regular mail or registered mail, postage prepaid, (b) delivered by hand to the Buyer or the Buyer's Solicitors, (c) delivered by courier to the Buyer at the Buyer's address or to the Buyer's Solicitors at their offices or (d) transmitted by e-mail (or by electronic facsimile transmission ("**fax**")) to the Buyer or to the Buyer's Solicitor. The Buyer hereby expressly consents to the delivery by e-mail of any notices, communications and other documents given hereunder or otherwise, including, without limitation, any amendment to the Disclosure Statement. Any such notice, communication or other document (including, without limitation, any amendment to the Disclosure Statement) will be conclusively deemed to have been received by the Buyer if so delivered by hand or by courier or transmitted by e-mail (or by fax) when delivered or transmitted, and if mailed, on the second business day after such mailing. The address and e-mail address (and fax number, if any) for the Buyer will be as set out above or such other address or e-mail address (or fax number, if any) the Buyer has last notified the Seller in writing in accordance with this section 8.5. If the Buyer changes its address or e-mail address (of fax number, if any) and fails to notify the Seller of the particulars of such change in the manner set out in this section 8.5, then the Buyer will be precluded from asserting that it did not properly receive any notice, communication or other document given to the Buyer in accordance with this section 8.5. Any documents to be tendered on the Buyer may be tendered on the Buyer or the Buyer's Solicitors. Any notice to be given to the Seller may be given to the Seller or the Seller's Solicitors, in the same manner, and will be deemed to have been received, as provided for in the preceding provisions of this section, *mutatis mutandis*. Any documents or money to be

tendered on the Seller will be tendered by way of certified funds and will be delivered at the Buyer's expense to the Seller or the Seller's Solicitors.

- 8.6 Governing Law. This offer, the agreement which results from its acceptance and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.
- 8.7 Buyer Comprising More Than One Party. If the Buyer is comprised of more than one party, then the obligations of the Buyer hereunder will be the joint and several obligations of each party comprising the Buyer and any notice given to one of such parties will be deemed to have been given at the same time to each other such party.
- 8.8 Execution of Counterparts and Electronic Delivery of Agreement. This Agreement may be executed by the parties in counterparts or transmitted by electronic means, or both, and if so executed and delivered, or if so transmitted, or if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had executed and delivered to one another a single original agreement.
- 8.9 Electronic Signatures: Pursuant to the *Electronic Transactions Act* (British Columbia), the parties agree that any offer, counter-offer and/or acceptance in connection with the parties entering into this Agreement and all communications, acknowledgments and receipts in connection therewith or contemplated hereunder and in connection with compliance with REDMA may be in electronic form and satisfied by an electronic signature.
- 8.10 Personal Information. The Buyer hereby consent to the collection, use and disclosure by the Seller and the Seller's agents, solicitors, affiliates and service providers of personal information about the Buyer contained in this Agreement and otherwise collected by or on behalf the Seller and its agents, affiliates and service providers, by the Seller, and its agents, affiliates and service providers, the real estate boards of which any agents and salespersons are members and, if the Strata Lot is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Buyer and the Seller, for all purposes consistent with the transaction contemplated herein including:
- (a) to complete the transaction contemplated by this Agreement;
  - (b) to invest the Deposit as provided for herein including providing personal information to the financial institution as required for reporting interest earned on the Deposit in accordance with applicable laws;
  - (c) to facilitate the completion and management of the Development including the transfer of management of the Development to the property manager;
  - (d) to market, sell, provide and inform the Buyer of products and services of the Seller and its affiliates and partners, including information about future projects;
  - (e) to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto and any other applicable laws;
  - (f) to permit the Seller to comply with its legislatively imposed reporting requirements in respect of assignments and proposed assignments;
  - (g) to facilitate the entering into of a Deposit Protection Contract with respect to the Deposit and release of the Deposit in accordance therewith;
  - (h) to engage in business transactions, including securing financing for the construction of the Development;
  - (i) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or related thereto;
  - (j) if the Strata Lot is listed on the Multiple Listing Service® by the Seller, for the purposes of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service®

data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate brokers;

- (k) to enforce codes of professional conduct and ethics for members of real estate boards;
  - (l) for the purpose (and to the recipients) described in the brochure(s) published by the British Columbia Financial Services Authority titled "*Your Relationship with a Real Estate Professional*" and, if the Buyer has indicated above that the Buyer is self-represented, "*Not a Client? Know the Risks*"; and
  - (m) to disclose such personal information to the Seller's affiliates, agents, assignees, partners, business partners, bankers, lawyers, accountants, insurers, warranty providers, utility providers, relevant government authorities and agencies (including the Land Title Office and the CRA) and other advisors and consultants in furtherance of the foregoing purposes or in connection with the transaction contemplated herein.
- 8.11 Residency of Seller. The Seller represents and warrants to the Buyer that the Seller is not a non-resident of Canada within the meaning of the *Income Tax Act* of Canada.
- 8.12 Contractual Rights. This offer and the agreement which results from its acceptance create contractual rights only and not any interest in land and is not registrable in any land title office, and the Buyer does not now have, and will not have at any time hereafter, notwithstanding any default of the Seller, any right to register this Agreement, or any right contained herein, against title to the Strata Lot in the Land Title Office, and the Buyer will not attempt to do any of the foregoing.
- 8.13 Further Assurances. The parties hereto will 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.
- 8.14 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.
- 8.15 Intentionally Deleted.
- 8.16 Seller's Solicitors. For the purposes of this Agreement, the "**Seller's Solicitors**" will be:
- Spagnuolo & Company LLP  
#300 – 906 Roderick Avenue Coquitlam, B.C. V3K 1R1  
Phone: 604-527-4242; Fax: 604-527-8976
- 8.17 Time. Time is of the essence hereof and will continue to be of the essence notwithstanding any extension or advancement of the timing for the performance of any obligation hereunder.
- 8.18 Corporate Buyer. If the Buyer hereunder is a corporation, then the Buyer will cause one or more of its individual principals, as determined by the Seller in its sole discretion, to enter into the Seller's form of indemnity agreement concurrently with the Buyer's execution of this Agreement.
- 8.19 Section Headings. The insertion of headings of the Articles and sections contained herein are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.
- 8.20 Entire Agreement. This Agreement and any written addendum or amendment signed by the Buyer and the Seller constitute the entire agreement between the Seller and the Buyer in respect of the Strata Lot and the Development, and there are no oral or written representations, warranties, terms, conditions or contracts or collateral representations, warranties, terms, conditions or contracts, expressed or implied, statutory or otherwise applicable hereto, made by the Seller, or the Seller's agents or employees, or any other person on behalf of the Seller, including, without limitation, arising out of any marketing materials (such as advertisements, brochures, models, show room displays, photographs, illustrations, floor plans, renderings, websites, social media or any other electronic media, features or displays in the presentation centre or any display suite) in respect of the Strata Lot or the Development other than those contained in this Agreement and any written addendum or amendment signed by the Seller and the Buyer and in the Disclosure Statement. In particular, the Buyer acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Buyer are approximate and subject to change without notice

in order to comply with building site conditions and municipal, structural and Seller and/or architectural requirements.

- 8.21 Waiver. No failure to exercise or delay on the part of the Seller in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right by the Seller preclude any other or further exercise thereof or the exercise of any other right by the Seller.
- 8.22 Binding Effect. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as applicable.
- 8.23 Business Day. For the purposes of this Agreement, “**business day**” means a day which is not a Saturday, Sunday, statutory holiday in British Columbia or a federal statutory holiday in Canada, Easter Monday or Boxing Day.

**ARTICLE 9 - DISCLOSURE STATEMENT**

9.1 Disclosure Statement:

- (a) In this Agreement: (i) “**Initial Disclosure Statement**” means the initial disclosure statement dated October 20, 2021 filed with the Superintendent of Real Estate (the “**Superintendent**”) with respect to the Development; and (ii) “**Disclosure Statement**” means, collectively, the Initial Disclosure Statement together with and as amended by any and all amendment(s) to disclosure statement filed from time to time with respect to the Initial Disclosure Statement.
- (b) The Buyer acknowledges that he/she/it has received a copy of, and has been given a reasonable opportunity to read, the Disclosure Statement (including the Initial Disclosure Statement and all amendments to disclosure statement, if any, filed on or before the date hereof) before entering into this Agreement.
- (c) The Buyer will, from time to time, forthwith upon receipt from the Seller of a copy of any amendment to disclosure statement which is filed in respect of the Disclosure Statement, execute and deliver to the Seller a receipt, in a form to be provided by the Seller, pursuant to which the Buyer confirms that it received a copy of such amendment to disclosure statement.

9.2 Intentionally Deleted.

9.3 Intentionally Deleted.

9.4 Intentionally Deleted.

**EXHIBIT K**  
**FINAL MARKETING LICENCE AGREEMENT**

See attached.

# ROWE

## MARKETING LICENCE AGREEMENT

**THIS AGREEMENT** made as of this 26<sup>th</sup> day of June, 2023,

**BETWEEN:**

**THE OWNERS, STRATA PLAN EPS9352**

(the “**Strata Corporation**”)

**AND:**

**BOSA PROPERTIES (WEST 49TH AVE - B) INC.**

(the “**Developer**”)

**WHEREAS:**

- A. The Strata Corporation is responsible for managing and maintaining the Common Property;
- B. The Developer is the developer of the Project; and
- C. The Strata Corporation has agreed to grant to the Developer a licence to carry out certain activities on the Common Property, as set out herein.

**NOW THEREFORE** in consideration of the sum of \$10.00 and the premises, mutual grants and covenants herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto covenant and agree with each other as follows:

### ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

#### 1.1 Definitions

For the purposes of this Agreement, the following words or phrases will have the following meanings:

- (a) “**Commencement Date**” means the date first above written;
- (b) “**Common Property**” means the common property within Strata Plan EPS9352;
- (c) “**Future Project**” means any real estate development developed at any time by (i) the Developer or (ii) any entity or entities affiliated with the Developer (including, without limitation, any limited partnership of which any partner is affiliated with the Developer) or (iii) any other developer within the “Bosa Properties” group of companies;
- (d) “**Project**” means the residential strata development known as “ROWE” located at 749-815 West 49<sup>th</sup> Avenue, Vancouver, British Columbia, stratified by Strata Plan EPS9352;
- (e) “**Property Manager**” means AWM – Alliance Real Estate Group Ltd.;
- (f) “**Strata Lots**” means strata lots in the Project; and



(g) "Termination Date" means \_\_\_\_\_, 20\_\_\_\_.

## **1.2 Severability of Provisions**

If any provision or provisions herein contained will be found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void then such provision or provisions will be deleted herefrom and this Agreement will thereafter be construed as though such provision or provisions were never herein contained.

## **1.3 Amendments, etc.**

No supplement or amendment, modification or waiver or termination of this Agreement will be binding unless executed in writing by the parties hereto.

## **1.4 Headings**

The headings of the Parts or paragraphs herein contained are not intended to limit, extend or be considered in the interpretation of the meaning of this Agreement or any particular Part or paragraph thereof and have been inserted for convenience of reference only.

## **1.5 Interpretation**

Wherever the singular number or the masculine or neuter gender is used in this Agreement they will be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Agreement it will be construed as being the singular, and vice versa, where the context or the parties hereto so require.

## **1.6 Enurement**

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

# **ARTICLE 2 LICENCES GRANTED BY THE STRATA CORPORATION TO THE DEVELOPER**

## **2.1 Grant of Licences**

The Strata Corporation does hereby grant, convey and confirm unto the Developer, for the use and enjoyment of the Developer and its servants, agents, licencees, contractors, subcontractors and invitees the full, free and uninterrupted right, licence, liberty, privilege, easement and permission at all times and from time to time, to:

- (a) enter upon, go across, pass over and repass over, within, upon and along the Common Property, with or without vehicles, for the purpose of carrying out, for such period as the Developer determines to be necessary or desirable, marketing, sales, leasing and closing administration activities relating to the Project, or any Future Project, within the Common Property and any Strata Lots owned or leased by the Developer, including, without limitation:
  - (i) maintaining display suites, sales, leasing and presentation centres, other display areas, landscaping, parking areas and signage and permitting public access to the same;

- (ii) using, or permitting the developer of any Future Project to use, any Strata Lots owned or leased by the Developer for the purpose of display suites and sales or leasing centres for the Project, or any Future Project and carrying on marketing, sales, leasing and administration functions therein and permitting public access to same;
  - (iii) placing signage in and around any unsold Strata Lots and the Common Property;
  - (iv) conducting tours of the Project from time to time with prospective purchasers or renters of Strata Lots or strata lots or rental units in any Future Project in connection with its marketing, leasing and sales activities;
  - (v) holding sales, leasing and marketing events within the Common Property; and
  - (vi) permitting sales, leasing, customer service and construction staff of the Developer and their contractors and sub-contractors to park on, and use visitor parking and other available parking within the Common Property;
- (b) make alterations or modifications to, and carry out construction work within or about, any Strata Lots owned or leased by the Developer or any limited common property appurtenant thereto from time to time (including, without limitation, constructing and installing improvements therein and making alterations to Common Property) without the consent or approval of the Strata Corporation; and
  - (c) enter over, on, in and under the Common Property and utilize telecommunications services, and electrical and other utilities as required in connection with the foregoing,

to have and to hold as licences until the Termination Date, subject to the provisos, terms and conditions herein contained, provided that the Developer will act reasonably in exercising the foregoing rights and use reasonable efforts to minimize any unreasonable interference with the use or enjoyment of the Common Property.

### **ARTICLE 3 COVENANTS AND AGREEMENTS**

#### **3.1 Strata Corporation's Covenant**

The Strata Corporation will not do any act or thing or make any claim for the purpose of seeking to prevent the Developer from exercising its rights hereunder.

#### **3.2 Consideration**

The parties acknowledge and agree that the sum of \$10.00 now paid by the Developer to the Strata Corporation will be the only payment required to be paid to the Strata Corporation for the licences and rights granted herein, and that no further payment to the Strata Corporation is required.

#### **3.3 Restoration of Common Property**

Within a reasonable time after the Termination Date, the Developer will at its own expense make good any damage caused to the Common Property as a result of the exercise of its rights hereunder and restore the Common Property to the condition it was in as of the Commencement Date, reasonable wear and tear excepted.

### **3.4 Insurance**

The Developer covenants and agrees that it will arrange, at its sole expense, appropriate insurance, as determined by the Developer in its sole discretion, during the periods that it is exercising its rights hereunder.

### **3.5 Assignment**

The Developer may assign this Agreement and its rights hereunder without the consent of the Strata Corporation. The Strata Corporation will not assign this Agreement or its rights hereunder without the prior written consent of the Developer.

## **ARTICLE 4 NOTICES**

### **4.1 Method and Address**

Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given:

- (a) if intended for the Strata Corporation, if mailed by prepaid registered post addressed to the Strata Corporation as follows:

The Owners, Strata Plan EPS9352  
c/o AWM-Alliance Real Estate Group Ltd.  
401-958 West 8th Avenue  
Vancouver, BC V5Z 1E5

Attention: Property Manager

- (b) if intended for the Developer, if delivered to an officer of the Developer or mailed by prepaid registered post addressed to the Developer as follows:

1100-838 West Hastings Street,  
Vancouver, BC, V6C 0A6

Attention: President

or to such address as any party may specify in writing and will be deemed to have been received, if delivered on the date of delivery, and if mailed as aforesaid then on the fifth business day following its mailing provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if actually delivered.

### **4.2 Reference to Agreement**

Any notice given pursuant hereto will make specific reference to this Agreement.

### **4.3 Change of Address**

The parties may change the address to which or the officer to whose attention notice should be delivered from time to time by notice given in accordance herewith.

**ARTICLE 5  
MISCELLANEOUS**

**5.1 Right to Use the Common Property**

Nothing herein will prevent the Strata Corporation from using the Common Property in a manner which does not interfere with the exercise by the Developer of its rights hereunder.

**5.2 Time of Essence**

Time is of the essence in the performance of each obligation under this Agreement.

**5.3 Further Assurances**

Each party will execute and deliver such further agreements and other documents and do such further acts and things as the other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

**5.4 Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.

**5.5 Electronic Delivery**

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

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day first above written.

**THE OWNERS, STRATA PLAN EPS9352**  
by its authorized signatory:

**BOSA PROPERTIES (WEST 49TH AVE – B) INC.**

By: \_\_\_\_\_  
Colin Bosa, appointed representative of  
the sole member of the Strata Corporation

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT L**  
**FINAL COMMON PROPERTY LICENCE AGREEMENT**

See attached.

# ROWE

## COMMON PROPERTY LICENCE AGREEMENT

**THIS AGREEMENT** made as of this 26<sup>th</sup> day of June, 2023 (the “**Commencement Date**”)

**BETWEEN:**

**THE OWNERS, STRATA PLAN EPS9352**

(the “**Licensor**”)

**AND:**

**BOSA PROPERTIES (WEST 49TH AVE - B) INC.**

(the “**Licensee**”)

**WHEREAS:**

- A. The Licensor is the strata corporation for the Development and is responsible for managing and maintaining the Common Property;
- B. The Licensee is the developer of the Development and has certain ongoing obligations in respect of the Development; and
- C. The Licensor has agreed to grant to the Licensee a licence to carry out certain activities on the Common Property, as set out herein.

**NOW THEREFORE** in consideration of the sum of \$10.00 and the premises, mutual grants and covenants herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto covenant and agree with each other as follows:

### **ARTICLE 1 DEFINITIONS AND INTERPRETATIONS**

#### **1.1 Definitions**

For the purposes of this Agreement, the following words or phrases will have the following meanings:

- (a) “**City**” means the City of Vancouver, British Columbia;
- (b) “**Common Property**” means the common property within Strata Plan EPS9352, including, without limitation, the underground parking facility within the Development;
- (c) “**Development**” means the residential strata development known as “ROWE” located at 749-815 West 49<sup>th</sup> Avenue, Vancouver, British Columbia, stratified by Strata Plan EPS9352;
- (d) “**Licensee’s Works**” means, collectively, and without limitation, any and all works, actions and activities to be performed by the Licensee on the Common Property as required to fulfil any of the Licensee’s ongoing obligations to the City in connection with

the Development, if any, which are personal to the Licensee (or any affiliate thereof) and have not been assumed by the Strata Corporation, and any other works that the Licensee may deem necessary or desirable in its sole discretion to be performed on the Common Property and all other equipment, improvements and works constructed or installed by or on behalf of the Licensee within the Common Property from time to time;

- (e) **“Residents”** means the owners, tenants and other residents of the strata lots in Strata Plan EPS9352;
- (f) **“Term”** means the period commencing on the Commencement Date and ending on the Termination Date; and
- (g) **“Termination Date”** means \_\_\_\_\_, 20\_\_\_\_.

## **1.2 Severability of Provisions**

If any provision or provisions herein contained will be found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void then such provision or provisions will be deleted herefrom and this Agreement will thereafter be construed as though such provision or provisions were never herein contained.

## **1.3 Amendments, etc.**

No supplement or amendment, modification or waiver or termination of this Agreement will be binding unless executed in writing by the parties hereto.

## **1.4 Headings**

The headings of the Parts or paragraphs herein contained are not intended to limit, extend or be considered in the interpretation of the meaning of this Agreement or any particular Part or paragraph thereof and have been inserted for convenience of reference only.

## **1.5 Interpretation**

Wherever the singular number or the masculine or neuter gender is used in this Agreement they will be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Agreement it will be construed as being the singular, and vice versa, where the context or the parties hereto so require.

## **1.6 Enurement**

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

# **ARTICLE 2 LICENCES**

## **2.1 Grant of Licences**

The Strata Corporation does hereby grant, convey and confirm unto the Licensee, for the use and enjoyment of the Licensee and its employees, servants, agents, licensees, contractors, subcontractors and invitees, the full, free and uninterrupted right, licence, liberty, privilege, easement and permission at all times and from time to time, to:

- (a) perform the Licensee's Works upon and within the Common Property, from time to time, as and when necessary, prudent or desirable, in the Licensee's sole discretion, acting reasonably;
- (b) carry out reviews, investigations, inspections, surveys and examinations of the Common Property and the buildings and services thereon and the management, operation and state of repair thereof as may be required in connection with carrying out any of the work contemplated herein or as the Licensee may deem necessary or desirable in its sole discretion for any other purpose (including, without limitation, to investigate the condition and state of maintenance and repair of the Common Property or any portion thereof, to assess the impact of construction design on building operation, to consider warranty issues, to compare actual building conditions to statements in depreciation reports or for any other purpose);
- (c) enter upon, go across, pass over, repass over and remain upon, within and along the Common Property, with or without vehicles, equipment, machinery, materials and supplies, as may be reasonably required for the purposes of carrying out any of the work contemplated herein;
- (d) carry out such work and make such alterations or modifications to the Common Property as the Licensee acting reasonably, determines to be necessary or desirable in connection with any of the work contemplated herein;
- (e) temporarily place, keep and store equipment, machinery, materials, supplies and other items within exterior portions of the Common Property as may be reasonably required in connection with carrying out any of the work contemplated herein;
- (f) park vehicles upon any visitor parking stalls located on the Common Property as may be reasonably required in connection with carrying out any of the work contemplated herein; and
- (g) do all things necessary or incidental to the undertakings of the Licensee in connection with the above,

all without any further approval of or compensation to the Strata Corporation, to have and to hold as licences until the expiry of the Term, subject to the provisos, terms and conditions herein contained.

### **ARTICLE 3 COVENANTS AND AGREEMENTS**

#### **3.1 Strata Corporation's Covenants**

- (a) At all times during the Term, the Strata Corporation will not, and will not permit any Resident to:
  - (i) do any act or thing which interferes with, hinders or prevents the Licensee from carrying out the Licensee's Works, or such other work as the Licensee deems necessary as permitted hereunder, or otherwise exercising its rights hereunder; or
  - (ii) alter, modify, remove, replace, damage, tamper with, tarnish, vandalize or deface the Licensee's Works.



### **3.2 Noise and Temporary Disruptions**

The Strata Corporation acknowledges and agrees that from time to time the Licensee's Works, when carried out, as contemplated herein may involve ongoing noise, dirt, dust, vibrations and activities normally associated with inspection, maintenance and repair work and may cause temporary inconvenience to the use and enjoyment of the Common Property by the Strata Corporation and the Residents. The Strata Corporation acknowledges and agrees that the work carried out from time to time by or on behalf of the Licensee upon and within the Common Property and such other work as may be carried out by the Licensee pursuant to this Agreement, may result in or require (as determined by the Licensee, acting reasonably) temporary interruptions to the supply of any utilities or other services to the Common Property. The Licensee will make reasonable efforts to minimize such inconveniences and the frequency and duration of such interruptions to the extent reasonably possible, and will give reasonable prior notice to the Strata Corporation of any such interruptions.

### **3.3 Access**

The Strata Corporation will, from time to time upon request by the Licensee and at the Strata Corporation's sole cost and expense, provide the Licensee with means of access to any doors, gates, locks or other security or access control devices as the Licensee deems necessary or desirable in order to enable the Licensee to gain access to and egress from the Common Property in connection with the exercise of the Licensee's rights and licences hereunder and, without limiting the foregoing, the Strata Corporation will provide any keys, fobs, pass cards, security codes and other means of access which are required for access to the Common Property for the purposes contemplated herein.

### **3.4 No Obligation of Licensee**

For greater certainty, and notwithstanding anything contained herein, this Agreement is entered into for the purposes of granting the Licensee the right to carry out the Licensee's Works in accordance with the terms herein but does not obligate or require the Licensee to perform any of the Licensee's Works or any other work whatsoever.

### **3.5 Consideration**

The parties acknowledge and agree that the sum of \$10.00 now paid by the Licensee to the Strata Corporation will be the only payment required to be paid to the Strata Corporation for the licences and rights granted herein, and that no further payment to the Strata Corporation is required.

## **ARTICLE 4 NOTICES**

### **4.1 Method and Address**

Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given:

- (a) if intended for the Strata Corporation, if personally delivered, delivered by courier or mailed to the Strata Corporation's then-current address for notices as disclosed in the then-most recent "Form X – Strata Corporation Mailing Address" filed in the Land Title Office:

The Owners, Strata Plan EPS9352  
c/o AWM-Alliance Real Estate Group Ltd.  
401-958 West 8th Avenue  
Vancouver, BC V5Z 1E5

Attention: Property Manager

- (b) if intended for the Licensee, if delivered by courier or mailed by prepaid registered post addressed to the Licensee as follows:

1101 - 838 West Hastings Street  
Vancouver, B.C. V6C 0A6

Attention: President

or to such address as any party may specify in writing and will be deemed to have been received, if delivered then on the date of delivery, and if mailed as aforesaid then on the fifth business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if actually delivered.

#### **4.2 Reference to Agreement**

Any notice given pursuant hereto will make specific reference to this Agreement.

#### **4.3 Change of Address**

The parties may change the address to which notice should be delivered from time to time by notice given in accordance herewith.

### **ARTICLE 5 MISCELLANEOUS**

#### **5.1 Right to Use the Lands**

Nothing herein will prevent the Strata Corporation from using the Common Property in a manner which does not interfere with the exercise by the Licensee of its rights hereunder.

#### **5.2 Assignment**

- (a) The Licensee may assign this Agreement to any related or unrelated person, company or other entity without the consent of the Strata Corporation. Upon the Licensee delivering notice to the Strata Corporation of the assignment of this Agreement to such an assignee, together with an assumption agreement signed by such assignee under which such assignee assumes the Licensee's obligations hereunder, the Licensee will automatically be released from all of its covenants, obligations and liabilities hereunder.
- (b) The Strata Corporation will not assign this Agreement without the prior written consent of the Licensee.

#### **5.3 Time of Essence**

Time is of the essence in the performance of each obligation under this Agreement.

#### **5.4 Further Assurances**

Each party will execute and deliver such further agreements and other documents and do such further acts and things as the other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

## **5.5 Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.

## **5.6 Electronic Delivery**

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

*[Remainder of this page intentionally left blank. Signature page follows.]*

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day first above written.

**THE OWNERS, STRATA PLAN EPS9352**  
by its authorized signatory:

By: \_\_\_\_\_  
Colin Bosa, appointed representative of  
the sole member of the Strata Corporation

**BOSA PROPERTIES (WEST 49TH AVE - B)  
INC.**

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT M**  
**FINAL MANAGEMENT AGREEMENT**

See attached.



## AGENCY AGREEMENT

THIS AGREEMENT dated for reference as of the 26th day of June, 2023.

BETWEEN:

**THE OWNERS, STRATA PLAN EPS 9352**  
a Strata Corporation constituted under the laws of British  
Columbia and having its address at:  
**745-815 West 49th Avenue, Vancouver BC, V5Z 0A1**  
(hereinafter called the “**Strata Corporation**”)

OF THE FIRST PART

AND:

**AWM-Alliance Real Estate Group Ltd.,**  
a company incorporated under the laws of the Province of British  
Columbia with offices at **401-958 West 8<sup>th</sup> Avenue, Vancouver,**  
**BC, V5Z 1E5**  
(hereinafter called the “**Agent**”)

OF THE SECOND PART

WHEREAS:

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

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

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

### Definitions

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

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S.P.A. Strata Property Agents of B.C.  
May, 2013

Standard Agency Agreement

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

#### Exclusive Appointment

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

#### Agent’s Agreement

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

#### General

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

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## Financial

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

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

### Trust Accounts

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

### Meetings

- 3.19 Meetings - To arrange for a representative of the Agent to attend at a mutually agreed time and date, up to the number of Meetings per year set forth in item 4 of Schedule A attached hereto. The Agent to provide an Agenda in advance to the meeting that may include other details and specifics related to the agenda. It is understood however, that the Agent's attendance over and above the number of Meetings specified in item 4 of Schedule A, or attending at any Meeting of a duration longer than the number of hours specified in item 5 of Schedule A, shall be mutually agreed upon by the parties and the

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Agent shall be entitled to charge the additional fees shown in Clauses 5.2(b) or 5.2(c) as applicable.

### Strata Council

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

### Records

- 3.22 Records - To keep full and detailed records of the transactions of the Strata Corporation and to retain the records required to be maintained by sec. 35 of the Act, including the owner registry (save and except any of the prescribed documents not provided to the Agent by the Strata Corporation and any other documents listed in Schedule B), if applicable, for such time as required by RESA or the Act, and to make available for inspection at the request of the Strata Corporation, all of the Strata Corporation's documents, accounts and records which the Agent may have and to charge an hourly fee in the amount specified in item 6 of Schedule A for the supervision of the inspection of such records. Any such material shall be made available to any Owner, after first receiving reasonable notice from the Owner in accordance with the Act, of their intention to inspect the records at the office of the Agent. Subject to compliance with the Act, electronic records may be retained outside British Columbia or Canada, in which case they may be subject to the laws of the jurisdiction in which such records are located;
- 3.23 Use and Disclosure of Strata Corporation Information and Personal Information of Owners – To collect, use and disclose information respecting the Strata Corporation, including personal information respecting any Owner for any and all purposes related to the management, maintenance and administration of the Strata Corporation and for such other purposes as are appropriate in connection with the performance of the duties of the Agent respecting the affairs of the Strata Corporation, including the provision of documentation and information as required by the Act to facilitate the sale of any strata lot which shall include its distribution to the Owner's real estate licensees, potential

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purchasers, purchasers and their conveyancers, governmental authorities, Owners' mortgagees or other authorized requestors in accordance with the Act;

- 3.24 Owner/Tenant's Registry – To maintain a registry of all Owners and tenanted strata lots;
- 3.25 Minutes – At the request of the Strata Council, to prepare minutes for Meetings at which the Agent is in attendance, and provide the minutes of Strata Council meetings and annual and special general meetings of the Strata Corporation pursuant to the terms and conditions of this Agreement and as prescribed by the Act. The Agent shall be entitled to charge the additional fees for the production or editing of minutes required for any special projects contemplated by this agreement and/or minutes where the Agent is not present.
- 3.26 Correspondence and Forms – To receive and respond to all correspondence as directed by the Strata Council and to sign, file and deliver statutory forms including certificates, receipts, or acknowledgements, all at the direction of the Strata Council;

#### Bylaws and Rules

- 3.27 Bylaws and Rules – To familiarize itself with RESA, the Act and the Strata Corporation's Bylaws and Rules;
- 3.28 Bylaw and Rules Enforcement – To assist with the enforcement of the Bylaws and Rules and, if so directed by the Strata Council, take appropriate action including legal action to enforce or stop any breach or infraction of the Bylaws and Rules, at the expense of the Strata Corporation. Agent shall be entitled to charge the additional fees as defined in special projects and subject to section 5.2(d)) should the volume of bylaws become unreasonable or enforcement measures consume an inappropriate amount of the Agent's time;
- 3.29 Fines – To provide notice of fines upon the levying of fines by the Strata Council and provide follow up correspondence and initiate legal action as is necessary, at the direction and expense of the Strata Corporation;
- 3.30 Liens – To complete, sign, file and remove liens against delinquent Owners in accordance with the Act and to provide follow up correspondence and initiate legal action as necessary, all at the direction and expense of the Strata Corporation. The Agent may charge a fee for the administration involved or the collection of receivables as specified in item 2 of Schedule B and charge back such fee to the Owner;

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### Insurance

- 3.31 Property Insurance – Upon the direction of the Strata Council, to secure annual updates to the insurance appraisal for the Strata Plan and to renew insurance policies as they expire pursuant to the Act. All insurance appraisal costs and premium costs shall be expenses of the Strata Corporation;
- 3.32 E&O Insurance – Upon the direction of the Strata Council, to assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Strata Council Errors & Omissions Insurance;
- 3.33 Liability Insurance – To assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Comprehensive General Liability Insurance having a minimum coverage in the amount of \$2,000,000.00 or such greater amount as may be directed by the Strata Council. Such insurance policy shall list the Agent as additional insured and shall be applicable to any indemnification of the Agent by the Strata Corporation as required under this Agreement;
- 3.34 Insurance Coverage – To assist the Strata Corporation to place and maintain adequate property, liability, equipment breakdown and other insurance required from time to time and have a qualified insurance agent review the insurance coverage of the Strata Corporation at least every year. The Agent shall at the direction and cost of the Strata Corporation arrange for an insurance appraisal. The Agent shall not be liable for any negligence of any such insurance agent or the insurance appraiser;
- 3.35 Availability of Insurance – When assisting the Strata Corporation in obtaining the insurance described in Clauses 3.31 to 3.34, the Agent shall attempt to obtain such insurance on commercially reasonable terms. The Agent shall have no liability to the Strata Corporation or the Owners if such insurance is not available at all or if it is not available on commercially reasonable terms and the Strata Council elects not to maintain any or all such insurance;
- 3.36 Agent’s Insurance – The Agent shall maintain such insurance as is required by RESA;

### Maintenance and Services

- 3.37 Contractors and Employees - To co-ordinate the work of contractors, suppliers or employees and whenever directed by the Strata Council or the Agent deems it advisable or necessary, the Agent shall hire or discharge contractors, suppliers or employees, and it is agreed and understood that all such employees and independent contractors shall be deemed to be employees and independent contractors of the Strata Corporation and not of the Agent, and paid by the Strata Corporation and not the Agent and that the Agent shall not be responsible for the acts, defaults or negligence of such employees or independent

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contractors if reasonable care has been exercised in their recommendation, appointment and retention by the Strata Corporation;

- 3.38 Contracts – To make and sign contracts in the name of the Strata Corporation to the extent the Agent’s policies permit it to sign such contracts, in respect to the common property and common assets, for electricity, gas, fuel, water, telephone, janitorial services, window cleaning, landscaping, garbage disposal, vermin extermination and other services or such of them as the Strata Council shall deem advisable, and to monitor and negotiate renewal or replacement of such contracts;
- 3.39 Supplies - Subject to the limits expressed in clause 3.41 or instructed by the Strata Council, to place orders for and purchase, in the name of the Strata Corporation, all such equipment, tools, appliances, materials and supplies as is necessary to equip properly and maintain the common property and common assets of the Strata Corporation;
- 3.40 Emergency Services – To use commercially reasonable efforts to maintain a 24-hour emergency contact service such that the Strata Council or Owners can contact the Agent with respect to matters affecting life or property damage, however the Strata Corporation acknowledges that such services may not be available in the event of a major regional emergency;
- 3.41 Limitation on Expenditures - The Agent agrees to obtain the approval of the Strata Council of the Strata Corporation to all expenditures in accordance with the Act and the Bylaws, other than: (a) expenses contained in the approved annual budget; (b) recurring operating charges; or (c) emergency repairs in excess of the maximum amount established by the Bylaws, if such expenditures are necessary in the opinion of the Agent to protect the common property and common assets of the Strata Corporation from damage or to maintain common services to occupants of any one or more strata lots. Where all or a portion of the expenditure falls within the jurisdiction of a Section, the Agent will seek the approval of the executive of the relevant Section to such expenditure;

### Proceedings

- 3.42 Legal Proceedings – To assist in resolution of disputes involving the Strata Corporation as directed by the Strata Council, by recourse to the appropriate authority, including legal proceedings, arbitration, mediation, small claims court, human rights tribunal, internal appeals, civil resolution tribunals, and residential tenancy disputes;
- 3.43 Legal Counsel – Any provision in this Agreement allowing the Agent to take legal action on behalf of the Strata Corporation shall mean, where appropriate or required, taking legal action through the Strata Corporation’s legal counsel;

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- 3.44 Owner's Defaults - To sign and give notices to Owners of any defaults in any obligations of such Owners to repair or to maintain their strata lots or limited common property in a timely fashion;
- 3.45 Compliance with Notices or Orders – To notify the Strata Council of any notices or orders of any competent public authority requiring repairs to be done in respect of the common property and common assets, or any part thereof, and to notify the Owners of individual strata lots that they must in a like manner comply with such notices or orders in regard to their own individual strata lots;
- 3.46 Compliance with Laws - To take such action on behalf of the Strata Corporation as the Strata Council may direct, as may be necessary to comply promptly with any and all orders or requirements affecting the Strata Corporation made by any governmental body or agency having authority or orders of any Fire Marshall, or board of fire underwriters or similar body;

#### Other

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

#### Agent's Authorization

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

#### Strata Corporation's Agreement

5. The Strata Corporation covenants and agrees:

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- 5.1 Indemnity - To save the Agent harmless from any and all claims, damages, costs and liability incurred in connection with the services provided to the Strata Corporation and, without limiting the generality of the foregoing, to indemnify and save the Agent harmless from all claims, damages, costs and liability whatsoever incurred by the Agent in performing its responsibilities hereunder and to protect the Agent against any and all such claims, damages, costs, and liability in the same manner and to the same extent as the Strata Corporation, unless such claim, damage, cost or liability is caused by the gross negligence or wilful misconduct of the Agent;
- 5.2 Agent's Fees - To pay to the Agent the following fees:
- (a) a fee in advance each and every month during the term of this Agreement, in the amount and on the day specified in item 7 of Schedule A;
  - (b) an additional fee in the amount specified in item 8 of Schedule A, for each additional Meeting over the number specified in Clause 3.19 and item 4 of Schedule A;
  - (c) an additional hourly fee in the amount specified in item 9 of Schedule A, for each hour of attendance at any Meeting longer than the hours specified in Clause 3.19 and item 5 of Schedule A;
  - (d) an additional fee for appearing as a witness, or assisting with litigation support, special projects and/or major renovations, as determined by the size and nature of the special project and/or major renovations and as may be agreed between the Strata Corporation and the Agent or in the amount determined pursuant to Schedule B, if attached and initialled by both parties;
  - (e) an additional fee in the amount specified in item 10 of Schedule A, per strata lot for each month of depositing and processing of special levies;
  - (f) such additional fees as are provided for in Schedule B, or as may be agreed upon in writing from time to time;
  - (g) together with any applicable Tax payable on such fees or related disbursements;
- 5.3 Payment of Agent's Fees - The Strata Corporation hereby authorizes the Agent to deduct the Agent's Fees and disbursements from the strata fees, special levies, assessments, user fees and any other monies collected by the Agent pursuant to Clause 3;
- 5.4 Shortfall - That if the bills, accounts or expenses paid by the Agent pursuant to Clause 3 hereof in any calendar month exceed the strata fees and other monies collected in such month by the Agent or if the Strata Corporation does not otherwise have sufficient funds

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to pay such bills, accounts or expenses, to pay the Agent the amount of such excess promptly upon request, which may include transfer of funds from the Contingency Reserve Fund where permitted under the Act. The Agent shall have no obligation to advance funds to the Strata Corporation for any purpose whatsoever;

- 5.5 Costs - To pay promptly the Agent's costs of printing, duplicating, mailing, postage, long distance telephone charges, courier or other service charges directly attributed to the Strata Corporation as per the attached item 5 of Schedule B attached hereto;
- 5.6 Transfer Documentation - To direct and compensate the Agent in accordance with the Act for all transfer of title and ancillary documents for owners;
- 5.7 Exclusivity - That the Strata Corporation, during the Term of this Agreement and for two (2) years after the termination hereof, will not engage or contract directly or indirectly with any present or past employee of the Agent, to perform services the same as or similar to the services the employee performed for the Agent unless agreed to in writing by the Agent;
- 5.8 Documentation – To provide the Agent with all documents and records available to the Strata Corporation, which may be reasonably required by the Agent to properly assist in connection with the services provided by the Agent to the Strata Corporation;
- 5.9 Bylaws and Rules – To provide to the Agent a copy of the Bylaws and Rules of the Strata Corporation and to promptly notify the Agent of any amendments or additions thereto; and
- 5.10 Existing Project – Where the Agent is assuming its role from a prior strata agent or from a self-managed building, the Agent shall not be responsible for errors, missing or inaccurate information in the records, information or materials of the prior agent or the self-managed building provided to the Agent, or for any consequential errors, missing or inaccurate information in the records or materials maintained by the Agent. Nor is the Agent responsible for the past financial affairs of the Strata Corporation, including matters relating to the status of any employee or contractor of the Strata Corporation. The Agent will not, unless expressly directed by the Strata Corporation, conduct a detailed review of the records, information, materials or practices of the prior agent or self managed strata corporation, except as is necessary to fulfill its role going forward under this Agreement.

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No Set Off

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

Agent to Receive Instructions from Strata Council

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

Financial Statements

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

Assignment by Agent

9. The Agent may assign all of its interest in this Agreement and its rights hereunder to any other strata property brokerage, provided such assignee is a licensed strata property agent and covenants with the Strata Corporation to observe and perform the obligations of the Agent hereunder.

No Waiver

10. If a party to this Agreement breaches or defaults in its performance under this Agreement and the other party, expressly or implied, waives such default that waiver shall not be

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deemed or construed to be a waiver to any future breach or default in the performance of such defaulting party's obligations under this Agreement.

#### Severance

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

#### Successors and Assigns

12. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

#### Amendments in Writing

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

#### Duration and Termination

14. This Agreement shall commence and become effective on the date set forth in item 1 of Schedule A, and shall continue for an indefinite term until terminated in accordance with this Clause. This Agreement shall terminate upon the occurrence of any of the following events:
- (a) Two months after receipt by the Agent of a notice of a resolution passed by a  $\frac{3}{4}$  vote approved by the Owners, terminating this Agreement;
  - (b) Two months after receipt by the Strata Corporation of a notice from the Agent, terminating this Agreement;
  - (c) Immediately, through the bankruptcy of the Agent; or
  - (d) Immediately, through the insolvency or fraud of the Agent.

#### After Termination

15. Upon the termination of this Agreement, all obligations of the Agent shall cease except as otherwise expressly provided in RESA, and the Strata Corporation shall pay to the Agent any monies due to it under this Agreement and the Agent shall pay to the Strata Corporation all monies held by it in trust for the Strata Corporation. Further, the Agent shall transfer all records maintained for the Strata Corporation to the Strata Corporation or its agent as may be directed by the Strata Council, upon payment of any outstanding

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fees to the Agent or as required by RESA. The Agent shall be entitled to retain the original financial records for such period as is required for the Agent to comply with RESA, but the Agent shall provide the Strata Corporation with copies of the financial records, at the Strata Corporation's expense as provided in Schedule B.

### Holdback

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

### No Partnership

17. The relationship of the Agent to the Strata Corporation shall be that of agent and principal and this Agreement shall not under any circumstances make the Agent or any of its employees, officers or authorized representatives, to be the legal representative, partner or employee of the Strata Corporation.

### Personal Information

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

### Disclosure of Conflicts

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

### Disclosure of Payments

20. If at any time, the Agent anticipates receiving or receives, directly or indirectly, any form of payment or other compensation from an Owner or someone other than the Strata Corporation as a result of recommending an insurance broker, or any other person

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providing other products or services, the Agent shall disclose the details thereof to the Strata Corporation in writing, including the source of such payments, the amount or likely amount of the payment and all other relevant facts relating to such provision of real estate services.

#### Charges for Documents

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

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

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

#### Sections, the Strata Corporation and Owners

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

#### Primary Client and Secondary Client

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

#### Conflict with Sections

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

#### Conflict with Owners

25. If the Agent is providing property rental services or trading services to individual Owners, there may be conflicts as between such Owners, the Strata Corporation and the Sections. If the Strata Corporation or a Section is declared to be the Agent's Primary Client, the Agent will provide full representation to the Primary Client and the Agent shall provide limited representation to the Owners. As such, the Agent will not be able to:
- (a) act in the Owner's best interests, if those interests conflict with the interests of a Primary Client;
  - (b) act in accordance with the Owner's instructions, if acting in accordance with those instructions would lead the Agent to breach any of the Agent's obligations to a Primary Client;
  - (c) maintain the confidentiality of information about the owner; or
  - (d) disclose to the Owner any confidential information about the Primary Client.

#### Sections and Expenses

26. The Agent will work with the Strata Corporation and the Sections to appropriately allocate costs and expenses as between the Strata Corporation and the Sections in accordance with the Act, the Bylaws and any policies of the Strata Corporation and the Sections. Where possible the Agent shall obtain the agreement of the Strata Corporation and the Sections as to a policy for allocating routine expenditures and shall allocate such expenditures in a manner consistent with such policy. Where practical the Agent shall obtain the agreement of the Strata Corporation and the Sections as to the allocation of unusual expenditures before the expenditure is authorized or made. Where the Strata Corporation and the Sections cannot agree as the allocation of an expenditure, the expenditure shall be allocated in accordance with the previously adopted practices or

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policies or if no such practice or policy is applicable, the expenditure shall be allocated to the Strata Corporation, pending the resolution by the Strata Corporation and the Sections as to how the expense shall be allocated.

Sections Accounts

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

Annual Review Fee

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

EXECUTED ON BEHALF OF THE OWNERS, STRATA PLAN EPS 9352 by its authorized signatories:

  
\_\_\_\_\_  
Strata Council Member


Jonathan Wong  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Strata Council Member

\_\_\_\_\_  
Printed Name

EXECUTED ON BEHALF OF AWM-ALLIANCE REAL ESTATE GROUP LTD.

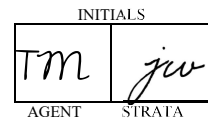
\_\_\_\_\_  
by its authorized signatories:

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

Tom McGreer  
\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Printed Name



## SCHEDULE A

1. Section 2 Commencement Date: **September 1, 2023**
2. Section 3.12 Fee for providing strata payroll services: \$25.00 per month per employee plus applicable taxes (Subject to change on 60 days notice)
3. Section 3.14 & 3.15 The Agent shall maintain the following trust accounts on behalf of the Strata Corporation:
  - Operating fund trust account
  - Contingency reserve / Special Levy trust account
4. Section 3.19 Maximum Number of Meetings: **3** Council Meeting(s) and 1 AGM per fiscal year
5. Section 3.19 Maximum Hours per Meeting: 2 hours
6. Section 3.22 & 3.17 Hourly fee to supervise inspection of records: **\$175.00** (plus applicable taxes)
7. Section 5.2(a) Monthly Agent's Fee: **\$2,776.00** (plus applicable taxes) payable on the 1<sup>st</sup> day of each month based on **47** strata lots. The fees payable hereunder may be increased from time to time subject to any addendum for management fee increase or in respect to an approved and/or amended annual operating budget to the fees of remuneration for the Manager as set out therein and therefore agreed to by the parties accordingly.
8. Section 5.2(b) An additional fee for each Meeting over the maximum number: Hourly rate of **\$175.00**  
  
Additional meetings may be mutually agreement upon for the following fees: a minimum of **\$900** for a Council Meeting and **\$1,250** for a Special General Meeting. A fee of \$1,250 will apply for each general meeting called as required by legislation, to bring a new Phase in to the existing strata corporation. (All fees subject to applicable taxes.)
9. Section 5.2(c) Hourly rate for attendance at each Meeting over specified number of hours: **\$175.00** (plus applicable taxes)
10. Section 5.2(e) An additional fee of \$750.00 (plus applicable taxes) for depositing and processing of special levies; per resolution. Additional fees may apply for special levies with multiple installment payments for each resolution, not to exceed \$750.00 for each installment payment per Resolution.

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## SCHEDULE B

### Special Terms and Amendments

1. Section 3.16 Annual fee for statutory review of books: **\$200.00**, plus applicable taxes, payable at in January of every calendar year.
2. Section 3.30 Fee for administration only of liened receivables: **\$550.00** (plus applicable taxes). Land Title fees (ie. title search, mortgage search) at cost. Fees are levied against the delinquent owner's account where applicable under the Strata Property Act.
3. Section 5.2(d) Litigation/Civil Resolution Tribunal Support & Historical Research (Section 3.42) and Special Projects and/or Renovations or extraordinary services involving attendance or additional attention: Property Manager **\$175.00/hour** (plus applicable taxes), Support Staff \$90.00/hour (plus applicable taxes). Executive Team, **\$275/hour** (plus applicable taxes),
4. Section 5.2(f) Additional fees: Support staff to attend meetings: \$90.00/hour (plus applicable taxes).
5. Section 5.5 Copy & Scanning Costs: \$0.25/page plus applicable taxes save and except for bulk package distribution of seven (7) pages or more where rate to be reduced by 50% (subject to change on 60 days' notice) for hard copy & Scan PDF/Nitro system supported prints/distribution.

Administration Costs for website host services (to be created and managed by the Agent) with multifunctional portals and information access services and management of this service will be provided by the Agent inclusive of existing fee specified under Schedule B, section 7(a) (subject to change on 60 days notice).

Land Title Costs for registering and/or obtaining registered documents from Land Title Office: Actual cost(s) charged to client.

Mailing Costs: Current Postal Rates (plus applicable taxes)

Long Distance Telephone Charges: Greater of \$3.00/call plus applicable taxes or actual cost plus applicable taxes. All conference call arrangements or other electronic connections will be charged at cost plus a minimum fee of \$25.00 per call.

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## SCHEDULE B (Cont'd)

Storage Charges (physical and electronic): A minimum of \$50.00/year plus applicable taxes. Retrieval of Archived Records \$50.00 (box/USB) plus applicable taxes when required. The maximum annual cost is \$500.00

Charges to subject Owners Account but paid by Corporation to Agent: NSF and Returned cheque fee of \$25.00 per payment.

6. Section 15 Cost of photocopying: Same as copy costs as per item 5 above

### Special Terms and Amendments

#### 7. Special Terms:

- a. **“Trust Accounts & Fees”**: The Strata Corporation authorizes and directs the Agent to open and deposit all receipts in a separate trust account in the name of “AWM-Alliance Real Estate Group Ltd., in trust for the Strata Corporation” in an institution qualified in the banking or trust business in Canada that the Agent is currently dealing with for its primary trust accounts. The Agent discloses that interest will be paid by the Financial Institution and will be credited to the trust accounts. The Strata Corporation acknowledges as per item 3 of Schedule A, a minimum amount of \$750.00 per annum (plus applicable taxes) OR \$10.00 per strata lot, per annum (plus applicable taxes); whichever is greater, will be billed semi-annually, as compensation for administrative charges and the cost of cheques, EFT (Electronic Funds Transfer) facility, credit card transactions, intelligent invoicing system (client accessible) and E-Banking Services. These fees are however to a maximum of \$2,500.00 per annum, plus applicable taxes.
- b. **Special Projects** (sec. 5.2(d)) fee is charged as negotiated in advance (save & except for emergencies) for the following types of capital projects; but in any event a fee of \$500 minimum will be charged by the Agent.
- i. Building envelope remediation
  - ii. Common area (& Facility/amenity) renovations/upgrades
  - iii. Deck replacement or re-furbishing
  - iv. Exterior painting
  - v. Grow operation/drug lab cleanup
  - vi. In suite bulk replacement/upgrading initiated by strata corporation
  - vii. Plumbing retrofit
  - viii. Property damage greater than \$25,000 that is not insured or under the insurance deductible

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- ix. Insurance Claim management (costs to be recovered via the strata insurance policy)
- x. Roof/Window replacement
- xi. Security upgrades
- xii. Utility upgrades & energy retrofit programs
- xiii. Fob audits
- xiv. Depreciation reports or other financial or insurance studies
- xv. Management of new home warranty process, including but not limited to coordination of warranty reports, arbitration/legal support and correction of deficiencies
- xvi. Coordination of new and/or renewing strata corporation bank loans, mortgages, leases, and similar capital asset financing programs
- xvii. Air space parcel cost sharing / reconciliation reviews & legal/audit support regarding the same
- xviii. Electric Vehicle Retrofit programs
- xix. Management and Administration of any submetering and/or energy management systems, including for in-suite utilities, electric vehicles, water/sewer or similar systems which may require recurring requirements
- xx. Bylaw Correspondence in excess of a reasonable amount (in excess of a monthly average of 5% of the total number of units, per month), to be determined by the Agent, on a month by month basis

## 8. Worksafe BC

The Agent and its licensees are not the owner of the Strata Corporation nor the primary employer of the Strata Corporation's vendors or contractors.

The Strata Corporation acknowledges that the Agent is not an expert in WorkSafe BC legislation and that the Agent has not agreed for any purpose in being named as either the owner of the Strata Corporation, the employer of the Strata Corporation's vendors and contractors or the prime contractor for a workplace.

The Strata Corporation agrees that it will assume responsibility to address WorkSafeBC compliance matters and implement measures to ensure such compliance through a pre-job checklist and confirmation of WorkSafeBC coverage, and to further indemnify the Agent from any and all penalties, claims, or other matters which may arise from a it's role as Agent and relates to WorksafeBC compliance, in accordance with clause 5.1 of this agreement.

All matters related to Worksafe BC compliance will be considered a Special Project and are subject to an additional fee in accordance with Schedule B, clause 7(b).

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Any such assistance by the Agent does not specifically include the Agent attending to hearings and or investigations that may arise through inspections and/or claims involving any employees and/or third-party contractors and trades engaged by the Corporation.

The Agent is hereby authorized to:

- a) Open a Worksafe BC account in the name of the Strata Corporation,
- b) Coordinate the filing of the Annual Payroll Report required by WorkSafeBC for an annual fee of **\$500.00** plus applicable taxes,

## 9. Mobile Device

The parties hereto agree that the Agreement shall be amended as follows:

1. The Corporation hereby agrees to the purchase of a mobile device via the Agent's corporate plan and is responsible for the monthly payments, as adjusted from time to time based on changes in the Agent's corporate plan.
2. The Corporation agrees to reimburse the Agent for any and all additional charges for cancellation of the mobile device contract, transfer of the number to other provider, or other change/discontinuation of the service

## 10. Credit Card Rewards

The Agent discloses that in the event that the Agent and/or its Employees or representatives use a corporate and/or personal credit card/facility for the purpose of acquiring supplies and/or services on behalf of the strata corporation, the corporation hereby acknowledges and accepts that the holder of the credit card/facility being used may include the benefit of earning reward points on purchases made on behalf of the corporation. Said rewards points shall remain the sole benefit of the card holder in every circumstance unless specifically agreed to otherwise between the Agent and the corporation. Additionally, the Agent and or its employees may apply a service charge of \$25.00 for each transaction that is made on its credit card/facility on behalf of the corporation.

## 11. Project Management Services

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1. Additional fees for Project Management services (support of extraordinary and other projects) supplied by AWM Alliance Real Estate Group Ltd: **\$80.00/hour** (*plus applicable taxes*) when and where this service has been authorized by the Corporation. This is separate from Special Projects that specifically involve the Agent's Strata Manager

## 12. Specialized Accounting Services

1. Additional fees for Specialized accounting services supplied by AWM Alliance Real Estate Group Ltd: \$90.00/hour (*plus applicable taxes*)
2. Specialized Accounting Services include, but are not limited to, the following:
  - i. strata corporation utility charges allocated to specific strata lots
  - ii. submetering management and collection of account receivables related to third party charges, including but not limited to in-suite utilities and electrical vehicle consumption fees.
  - iii. other such services as agreed by the client

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## SCHEDULE "C"

### Supplement Charges

**(all charges and fees are plus applicable taxes)**

1. Provision of Form F – Certificate of Payment to owner or prospective purchasers, which sum is no greater than the statutory maximum as of the date of this agreement: \$15.00
2. Provision of Form B – Information Certificate to owners or prospective purchasers (or other authorized persons), which sum is no greater than the statutory maximum as of the date of this agreement: \$35.00
3. Provision of copies of minutes and/or bylaws to authorized parties: the maximum amount permitted by statute (which amount is \$0.25 per page as of the date of this Agreement).
4. Expediting Fees: An additional fee charged in order to provide the documents set forth in items 1, 2 and 3 above on a priority basis:

#### Lawyer/Notary Requests (Form F/B):

- |   |
|---|
| <input type="checkbox"/> Same Day \$300 (must be requested prior to 12:00 p.m.)<br><input type="checkbox"/> 1-2 Days \$225.00 <input type="checkbox"/> 3-4 Days \$150.00 <input type="checkbox"/> 5-6 Days \$100.00 |
|---|

#### Realtor/Owner Requests (Form B):

- |   |
|---|
| <input type="checkbox"/> Same Day \$300 (must be requested prior to 12:00 p.m.)<br><input type="checkbox"/> 1-2 Days \$225.00 <input type="checkbox"/> 3-4 Days \$150.00 <input type="checkbox"/> 5-6 Days \$100.00 |
|---|

5. Fees received as a result of recommending a Service Provider (such as a real estate broker, insurance broker, notary public, lawyer or savings institution, or any other person providing other products or services) to the Corporation or an owner: \$0
6. Fees received as a result of referring the Corporation or an Owner to a service provider: \$0

\*NOTE: Generally speaking these charges are payable by the party ordering the service and all due diligence will be used by the Agent to ensure that these costs are recovered where applicable.

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