

# ROWE

## 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(b) 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.

#### DATE OF DISCLOSURE STATEMENT

October 20, 2021

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.

### RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act* (British Columbia), the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the Developer or the Developer's brokerage, within seven days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to:

- (A) The Developer at the address shown in the disclosure statement received by the purchaser;
- (B) The Developer at the address shown in the purchaser's purchase agreement;
- (C) The Developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser; or
- (D) The Developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The Developer must promptly place purchaser's deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the Developer or the Developer's trustee must promptly return the deposit to the purchaser.

Section 21 also provides that, subject to certain exceptions and conditions, a purchaser of a development unit may rescind a purchase agreement by serving a written notice of rescission on the developer or the developer's brokerage: (1) if the purchaser is entitled to a disclosure statement for the Development but does not receive the disclosure statement; or (2) if all of the following apply: (a) the purchaser does not receive an amendment to this Disclosure Statement which it was entitled to receive; (b) the amendment relates to or would have related to a fact or proposal to do something that is a material fact; (c) the amendment relates to or would have related to a fact or proposal to do something that was or would have been reasonably relevant to the purchaser in deciding to enter into the purchase agreement; and (d) no more than one year has elapsed after the transfer of title to the development unit to the purchaser. The foregoing rights of rescission apply regardless of whether title to the development unit has been transferred.

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

*(Amended Policy Statement 5)*

Amended Policy Statement 5 issued by the Superintendent of Real Estate pursuant to the *Real Estate Development Marketing Act* (British Columbia) requires that in order for a developer to market a development unit before obtaining a building permit:

- (a) The estimated date, as disclosed in the disclosure statement, for the issuance of a building permit is 12 months or less from the date the developer filed the disclosure statement with the superintendent;
- (b) The developer markets the proposed development units under the disclosure statement for a period of no more than 12 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of the issued building permit is filed with the superintendent during that period. The developer must also either:
  - (i) prior to the expiry of the 12 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or
  - (ii) upon the expiry of the 12 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 12 month period, all units in the development property being marketed under policy statement 5 are sold or the developer has decided not to proceed with the development.

- (c) Any purchase agreement used by the developer with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit must contain the following terms:
  - (i) The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
  - (ii) If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

- (iii) the amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and**
- (iv) all deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.**

**Please see section 6.1 below in respect of the above requirements.**

*[Remainder of this page intentionally left blank]*

**REAL ESTATE DEVELOPMENT MARKETING ACT (BRITISH COLUMBIA)**  
**REQUIREMENTS**  
**(Amended Policy Statement 6)**

Amended Policy Statement 6 issued by the Superintendent of Real Estate pursuant to the *Real Estate Development Marketing Act* (British Columbia) requires that in order for a developer to market a development unit before obtaining a satisfactory financing commitment:

- (a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 12 months or less from the date the developer filed the disclosure statement with the superintendent;
- (b) The developer markets the proposed development units under the disclosure statement for a period of no more than 12 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period. The developer must also either:
  - (i) prior to the expiry of the 12 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment; or
  - (ii) upon the expiry of the 12 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 12 month period, all units in the development property being marketed under policy statement 6 are sold or the developer has decided not to proceed with the development.

- (c) Any purchase agreement used by the developer with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment must contain the following terms:
  - (i) if an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;
  - (ii) the amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and
  - (iii) all deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

Please see section 6.2 below in respect of the above requirements.

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## **EXHIBITS TO THIS DISCLOSURE STATEMENT**

Exhibit A	Preliminary Strata Plan
Exhibit B	Proposed Form V – Schedule of Unit Entitlement
Exhibit C	Proposed Interim Budget of Estimated Operating Expenses
Exhibit D	Estimated Monthly Assessments per Strata Lot
Exhibit E	Proposed Form Y – Owner Developer’s Notice of Different Bylaws
Exhibit F	Proposed Form of Parking and Bicycle/Storage Lease
Exhibit G	Proposed Form of Partial Assignment of the Parking and Bicycle/Storage Lease
Exhibit H	Form J – Rental Disclosure Statement
Exhibit I	Proposed Form of Contract of Purchase and Sale
Exhibit J	Excerpt from City of Vancouver Zoning Bylaw RM-8A
Exhibit K	Proposed Form of Marketing Licence Agreement
Exhibit L	Proposed Form of Common Property Licence Agreement
Exhibit M	Proposed Form of Management Agreement
Exhibit N	System Design Schedule as to Hot Water System Type



1. DEVELOPER

1.1 Particulars of Formation

The Beneficial Owner is a company incorporated under the *Business Corporations Act* (British Columbia) on November 15, 2017 under Incorporation Number BC1141457.

The Registered Owner is a company incorporated under the *Business Corporations Act* (British Columbia) on October 11, 2017 under Incorporation Number BC1137124.

1.2 Purpose of Formation / Assets of Developer

The Beneficial Owner was formed in order to, without limitation, acquire beneficial title to the Lands, develop the Development and market the Strata Lots (as defined in Section 2.1(b)) in the Development. The Beneficial Owner's interest in the Development and any rights associated with the Lands are the only assets of the Beneficial Owner.

The Registered Owner holds registered title to the Lands (as defined in Section 4.1(a)) as nominee, agent and bare trustee for and on behalf of the Beneficial Owner, and was incorporated specifically for such purposes. The Registered Owner has no beneficial interest in the Lands or any other lands or assets whatsoever and, after completion of construction, will not have any beneficial interest in the Strata Lots (as defined in Section 2.1(b)) or the Common Property (as defined in Section 3.3(a)).

1.3 Address of Registered and Records Office

The registered and records office of the Beneficial Owner and the Registered Owner is 1101 – 838 West Hastings Street, Vancouver, British Columbia, V6C 0A6, Canada.

1.4 Directors

The directors of each of the Beneficial Owner and the Registered Owner are Colin Bosa and Dale Bosa.

1.5 Background of Developer, Directors, Officers, and Principal Holders

(a) *Disclosure of Experience in the Real Estate Industry.* The following is a description of the nature and extent of the experience that the Beneficial Owner and the Registered Owner and the respective directors and officers thereof have in the real estate development industry:

- (i) The Beneficial Owner was incorporated specifically for the purposes of acquiring the Lands, developing the Development and marketing the Strata Lots. Accordingly, the Beneficial Owner has not undertaken any other real estate developments.
- (ii) The Registered Owner was incorporated specifically in order to hold registered title to the Lands as nominee, agent and bare trustee for and on behalf of the Beneficial Owner and, accordingly, it has not undertaken any other real estate developments.
- (iii) Colin Bosa, being a director and officer of each of the Beneficial Owner and the Registered Owner, has been actively involved in the real estate development industry since 1993 and, accordingly, has over 27 years of experience in the real estate development industry. He has been a director in development companies that have developed, constructed and sold over 6,000 residential units in

primarily concrete high-rise projects throughout the Lower Mainland of British Columbia.

- (iv) Dale Bosa, being a director and officer of each of the Beneficial Owner and the Registered Owner, has been actively involved in the real estate development industry since 1991 and, accordingly, has over 30 years of experience in the real estate development industry. He has been a director in development companies that have developed, constructed and sold over 7,000 residential units in primarily concrete high-rise projects throughout the Lower Mainland of British Columbia.
  - (v) Brett Sandler, being an officer of each of the Beneficial Owner and the Registered Owner, has been actively involved in, and has over 20 years of experience in, the real estate development industry.
- (b) *Disclosure of Penalties or Sanctions.* To the best of the Developer's knowledge, neither the Beneficial Owner nor the Registered Owner, nor any principal holder of the Beneficial Owner or the Registered Owner, nor any director or officer of the Beneficial Owner or the Registered Owner or any principal holder of the Beneficial Owner or the Registered Owner, within the ten years before the date of the Developer's declaration attached to this Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (c) *Disclosure of Insolvency.* To the best of the Developer's knowledge, neither the Beneficial Owner nor the Registered Owner, nor any principal holder of the Beneficial Owner or the Registered Owner, nor any director or officer of the Beneficial Owner or Registered Owner or any principal holder of the Beneficial Owner or the Registered Owner, within the last five years before the date of the Developer's declaration attached to this Disclosure Statement, has been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency and has not been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (d) *Disclosure Regarding Other Developers.* To the best of the Developer's knowledge, no director, officer or principal holder of the Beneficial Owner or the Registered Owner, nor any director or officer of any principal holder of the Beneficial Owner or the Registered Owner, within the five years prior to the date of the Developer's declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity:
- (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or
  - (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Conflicts of Interest

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

(a) *Related Party Financing*

One or more principal holders or other entities affiliated with the Developer may provide construction loans to the Developer to permit construction of the Development and such loans may be secured by mortgages registered against title to the Lands or other security.

(b) *Lease to Parking Tenant and Assumption by Strata Corporation*

Portions of the Parking Facility (as defined in Section 3.6(a)), including the Resident Stalls (as defined in Section 3.6(b)) and associated driveways and ramps and the Bicycle/Storage Lockers located within Bicycle Storage Rooms (each as defined in Section 3.6(g)) and the Developer's Storage Room (as defined in Section 3.6(h)), within the Development will be leased by the Beneficial Owner to the Parking Tenant (as defined in Section 3.6(d)), an entity related to the Developer, as described more particularly in Section 3.6(d). Upon the deposit of the Strata Plan in the Lower Mainland Land Title Office (the "**Land Title Office**"), the Beneficial Owner intends to assign the Parking and Bicycle/Storage Lease (as defined in Section 3.6(d)) encumbering a portion of the Common Property (as defined in Section 3.3(a)) within the Parking Facility to the Strata Corporation, and to cause the Strata Corporation to assume the Beneficial Owner's obligations, as landlord, under such agreement, on terms and conditions determined by the Developer. The Parking Tenant will partially assign to a purchaser of a Strata Lot the Parking Tenant's interest in the particular Resident Stall, if any, and Bicycle/Storage Locker, if any, designated by the Developer for use by such purchaser. The Parking Tenant may retain and use any remaining Resident Stalls, Bicycle/Storage Lockers and/or rent or assign to the owners of the Strata Lots the Parking Tenant's interest in any remaining Resident Stalls and/or Bicycle/Storage Lockers, on the terms established from time to time by the Parking Tenant, without compensation to the owners of the Strata Lots, as more particularly described in Section 3.6. The Developer may also, in its discretion, cause the Parking Tenant to assign to the Developer (or an entity related to the Developer) the interest of the Parking Tenant, as, tenant, under the Parking and Bicycle/Storage Lease, as described in Section 3.6.

(c) *Developer's Storage Room*

Without limiting the generality of Section 1.6(b), the Developer, or its employees, agents, contractors or other persons authorized by the Developer, will be entitled to use the Developer's Storage Room (as defined in Section 3.6(h)) (which will initially be leased to the Parking Tenant) for such purposes and such period of time as the Developer may deem necessary or desirable, including for the storage of materials relating to the Developer's warranty obligations in connection with the Development, as described in Section 3.6(h).

(d) *Future Marketing*

Following completion of construction of the Development, the Developer (or any entity affiliated with the Developer) and its or their marketing agents may continue to carry out

within the Development, for such period as the Developer determines to be necessary or desirable, marketing and sales activities relating to the Development and future developments (the "**Marketing Program**"), as discussed more particularly in Section 7.4(b). Throughout the duration of the Marketing Program, the Developer will have the right to use, without limitation, the Parking Facility, including the Visitor Parking Stalls and any unallocated Resident Stalls and Bicycle/Storage Lockers (each as defined in Section 3.6), the Common Property and the common facilities.

(e) *Assumption of Encumbrances by Strata Corporation*

It is intended that, upon the deposit of the Strata Plan in the Land Title Office, the Developer will cause the Strata Corporation to enter into or to assume, on terms and conditions to be determined by the Developer, all of the obligations of the Beneficial Owner and/or the Registered Owner under all encumbrances registered or pending against title to the Strata Lots and/or the Common Property including, without limitation, those described in Sections 4.3, 4.4 and 7.4(c) (excluding the encumbrances intended to be partially discharged as described in Section 4.3(c), Construction Security (as defined in Section 6.2) and Deposit Protection Contract (as defined in Section 7.1)). Without limiting the generality of the foregoing, such encumbrances anticipated to be granted by the Beneficial Owner and/or the Registered Owner, may include purposes such as: (i) the installation, operation and/or use of signage within the interior pedestrian access routes and amenities on or comprising part of the Development; (ii) access by the Developer and/or entities and/or persons affiliated with the Developer to the Common Property (as defined in Section 3.3(a)) of the Development for marketing and other purposes as described herein; and (iii) the swinging of the boom of a construction crane and the installation of anchor roads and other shoring works, under and into the Lands and the Development; (iv) purposes deemed necessary by the Developer in connection with the development of the Lands, or as may be required by the City in connection with the issuance of permits for the Development.

(f) *Access to Common Property*

It is intended that agreements in favour of the Developer, or entities which may be related to or affiliated with the Developer or the Developer's consultants, may be registered in the Land Title Office against title to the Lands, the Common Property and/or the Strata Lots which may include permission for the Developer, its affiliates, consultants and related parties to access the Common Property and/or the Strata Lots for the purposes of maintenance, repair and assessment as more particularly described in Sections 4.3, 4.4 and 7.4. In particular, the Developer intends to cause the Strata Corporation to grant to the Developer, or an entity related or affiliated with the Developer, the Marketing Licence Agreement (as defined and described in Section 7.4(b)) and the Common Property Licence Agreement (as defined and described in Section 7.4(d)) to carry out certain activities on the Common Property, as more particularly described herein and in such agreements.

(g) *Construction*

It is anticipated that construction of the Development will be completed by Axiom Builders Inc. ("**Axiom**"), which will be entitled to receive compensation from the Developer in respect thereof. Axiom is a British Columbia company that is affiliated with the Beneficial Owner, the Registered Owner and their respective principals.

(h) *Development Management*

It is anticipated that development management services for the Development will be provided by Bosa Properties Inc., or another entity related to the Developer, which will be entitled to receive compensation from the Developer in respect thereof.

(i) *Ownership of Strata Lots*

Following completion of the Development, the Developer, one or more companies affiliated with the Developer may elect to retain any Strata Lots and may use, occupy, lease or transfer such Strata Lots on terms established by such parties.

2. GENERAL DESCRIPTION

2.1 General Description of the Development

(a) *Location of Development*

The Development will be constructed on the Lands (as legally described in Section 4.1(a)) which are currently municipally described as 749-815 West 49<sup>th</sup> Avenue, Vancouver, British Columbia. Upon completion of construction, the Strata Lots (as defined below), and each of the individual buildings (the "**Buildings**") within which the Strata Lots are to be constructed, are anticipated to be assigned one of the following civic addresses, as applicable:

- (i) 805 West 49<sup>th</sup> Avenue ("**Building 1**");
- (ii) 795 West 49<sup>th</sup> Avenue ("**Building 2**");
- (iii) 775 West 49<sup>th</sup> Avenue ("**Building 3**");
- (iv) 755 West 49<sup>th</sup> Avenue ("**Building 4**");
- (v) 815 West 49<sup>th</sup> Avenue ("**Building 5**");
- (vi) 785 West 49<sup>th</sup> Avenue ("**Building 6**");
- (vii) 765 West 49<sup>th</sup> Avenue ("**Building 7**"); or
- (viii) 745 West 49<sup>th</sup> Avenue ("**Building 8**"),

Vancouver, British Columbia.

The foregoing civic addresses may be amended by the City of Vancouver (the "**City**") at its sole discretion at any time during the construction of the Development and/or prior to occupancy of the Strata Lots.

(b) *Strata Lots*

The Development is currently intended to consist of a total of 47 residential townhome strata lots (the "**Strata Lots**"). All of the Strata Lots are being offered for sale by the Developer pursuant to this Disclosure Statement. Each Strata Lot will be a separate strata lot and will be owned individually.

It is anticipated that the Strata Lots will be constructed with the following layouts:

<u>Layout of Strata Lot</u>	<u>Number of Strata Lots</u>
One Bedroom Garden Suite	8
Two Bedroom Townhouse	9
Three Bedroom Townhouse	30
<b>Total</b>	<b>47</b>

The Strata Lots will be constructed within eight individual wood-frame, three-storey buildings (being Building 1, Building 2, Building 3, Building 4, Building 5, Building 6, Building 7 and Building 8, as defined above and shown on the Preliminary Strata Plan (as defined in Section 2.1(d) below)). The Strata Lots and Common Property (as defined in Section 3.3(a)) will be constructed over the Parking Facility (as defined and described in Section 3.6(c)) for the exclusive use of the owners, occupants and visitors to the Development. It is anticipated that each Strata Lot will have accessibility to the Parking Facility by way of two stairwells located at ground level on the Common Property. In addition, it is anticipated that the following Strata Lots will have direct access between the Strata Lot and the Parking Facility: Strata Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, 26, 27, 30, 33, 34, 37, 40, 41, 44, 47.

The Strata Lots will be of two different types:

- (i) 19 of the Strata Lots (the “**In-Suite Hot Water Tank Strata Lots**”), being all of the Strata Lots to be constructed within Building 1, Building 2, Building 3 and Building 4, will be constructed to include an in-suite electric hot water tank; and
- (ii) 28 of the Strata Lots (the “**Central Heat Pump Strata Lots**”), being all of the Strata Lots to be constructed within Building 5, Building 6, Building 7 and Building 8 will be supplied with hot water by way of a centralized heat pump system serving Building 5, Building 6, Building 7 and Building 8 and the Common Property of the Development.

Any operating costs and expenses incurred by the Strata Corporation in connection with the provision of any utility, service or benefit to only one of the two Strata Lot Types, but not to the other Strata Lot Type (as defined in Section 3.5(d)), will only be allocated to all Strata Lots of the particular type receiving the utility, service or benefit, and will be shared among such Strata Lots on the basis of their relative Unit Entitlement, as more particularly described in Sections 3.4(b), 3.4(c), 3.5(d) and 3.8(a), and set out in the Bylaws attached as **Exhibit E**.

The Developer reserves the right to change the number of each of the foregoing types of Strata Lots. The Developer reserves the right, in its sole discretion, to increase or decrease the number of floors of the Development, to change or alter the division among the types of Strata Lots and among the types of In-Suite Hot Water Tank Strata Lots and Central Heat Pump Strata Lots, divide or consolidate any of the Strata Lots and/or consolidate any part of the Common Property (as defined below) with any Strata Lot such that the number of Strata Lots (or the number of Strata Lots of any type) may increase or decrease. The Developer also reserves the right, in its sole discretion, to change the name of the Development, the civic address(es) for the Buildings in the Development (subject to approval by the City), the floor numbers within the Development and the civic addresses, suite numbers and strata lot numbers of any of the Strata Lots to be included within the Buildings, all without notice or compensation to, or consent from, the Strata Corporation or purchasers of the Strata Lots.

As a consequence of any such changes, the suite and strata lot numbers assigned to any of the Strata Lots and the Unit Entitlement (as defined in Section 3.1) figures and monthly strata fee figures in respect of any of the Strata Lots may be adjusted.

Purchasers should be aware that ceiling heights of the Strata Lots may vary as a result of areas of the ceilings being dropped down from the standard ceiling height to accommodate construction requirements including, but not limited to, mechanical, electrical, ducting, ventilation systems, plumbing and structural requirements.

Purchasers of a Strata Lot should also be aware that due to the natural variation of colour and texture in the wood, stone, granite, and dye lots of the tile, carpet and other components (if and as applicable) of the Strata Lot, and the fact that the colour of natural products (especially wood) will change over time, the finishes of the wood, granite, tile, stone, carpet and other components (if and as applicable) of a 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 a purchaser of a Strata Lot. In addition, even within a Strata Lot, the textures, colours and finishes may vary for the same reasons. The variations are inherent characteristics which cannot be fully controlled and any such variations will not in any event be considered or deemed to be deficiencies in a Strata Lot.

(c) *Offering for Sale*

All of the Strata Lots are being marketed by the Developer pursuant to this Disclosure Statement.

(d) *Layout of the Development and Strata Plan*

Titles for the individual Strata Lots will be created by the deposit of a final surveyed strata plan (the "**Strata Plan**") for the Development in the Land Title Office.

The preliminary strata plan (the "**Preliminary Strata Plan**") for the Development, which shows the proposed layout of the Development (including the Common Property and Limited Common Property (as defined in Section 3.4)) and the proposed layout, areas and location of the Strata Lots, is attached as **Exhibit A** to this Disclosure Statement. The actual layout of the Development (including the Common Property and the Limited Common Property) and the actual layout, dimensions, location and area of the Strata Lots as constructed may vary from what is depicted on the Preliminary Strata Plan, which is based on architectural drawings, and the area of the Strata Lots on the final surveyed Strata Plan may also vary from the Preliminary Strata Plan due to normal construction variations and different measurement methods.

The estimated areas, approximate dimensions, lot lines and locations of the Strata Lots are shown on the Preliminary Strata Plan. The dimensions, areas, lot lines and locations of the Strata Lots, as shown on the Preliminary Strata Plan and in any sales brochures or other marketing materials, are provided for information purposes only and are not represented as being the actual final areas, lot lines, dimensions or locations of the Strata Lots. The Preliminary Strata Plans are subject to modification based on compliance with any design or building requirements imposed by the City or any other governmental authority and based on the Developer's requirements or the advice it receives from its consultants.

(e) *Strata Corporation*

Collectively, all of the owners of the Strata Lots will form a strata corporation (the "**Strata Corporation**"). The Strata Corporation will be created upon the deposit of the Strata Plan

in the Land Title Office pursuant to the *Strata Property Act* (British Columbia) (the “**Strata Property Act**”).

## 2.2 Permitted Use

### (a) *Zoning*

The zoning applicable to the Development is RM-8A (Multiple Dwelling) District as set out in By-law No. 13081, adopted by the City on July 20, 2021 (the “**Rezoning Bylaw**”), which amends the City of Vancouver Zoning and Development By-Law No. 3575 (the “**Zoning Bylaw**”).

### (b) *Usage of Strata Lots*

The above-noted zoning permits the form of the Development and the use of the Strata Lots for residential purposes. An excerpt from the Zoning Bylaw setting out the permitted uses relating to RM-8A (Multiple Dwelling) District is attached as **Exhibit J** to this Disclosure Statement. All capitalized terms used in the excerpt attached as **Exhibit J** but not defined therein are as defined in the Zoning Bylaw.

The permissible use of the Strata Lots intended by the Developer is multiple dwelling (as defined in the Zoning Bylaw). Under the zoning applicable to the Development, there may be other permissible uses of the Strata Lots beyond those intended by the Developer. Subject to the foregoing, however, the Strata Lots are not intended to be used for commercial/business purposes or other purposes not ancillary to residential purposes. The Bylaws (as defined in Section 3.5) will prohibit the use of any of the Strata Lots for purposes other than: (i) residential purposes and other purposes ancillary to residential purposes and (ii) any of the uses permitted under the zoning for the Development. The use of the Strata Lots within the Development is also governed by the existing charges and encumbrances described in Section 4.3, and the proposed charges and encumbrances described in Section 4.4.

The complete text of the Zoning Bylaw, and further information and details about zoning requirements and permissible uses applicable to the Development, can be obtained from the City of Vancouver Planning, Urban Design and Sustainability Department (Planning Division). Contact information for the City of Vancouver Planning, Urban Design and Sustainability Department is as follows:

Address: 515 West 10<sup>th</sup> Ave  
Vancouver, BC Canada V3B 7N2  
Phone: 604-873-7000 (City of Vancouver Information) or  
604-873-7038 (Rezoning Centre)  
Website: <http://vancouver.ca/your-government/zoning-development-bylaw.aspx>

Purchasers should be aware that the Zoning Bylaw is subject to change by the City. The contact information set out above is current as of the date of this Disclosure Statement. If a purchaser attempts and is unable to contact the City using this contact information, or finds that this information is no longer accurate, the purchaser should contact the City and ask to speak with someone regarding zoning.

## 2.3 Phasing

Not applicable. The Development will not be constructed in phases and is not a phased development under the *Strata Property Act*.



### 3. STRATA LOT INFORMATION

#### 3.1 Unit Entitlement

The unit entitlement (the “**Unit Entitlement**”) of each Strata Lot is a figure indicating its share in the Common Property and common assets of the Strata Corporation and is also used to determine each Strata Lot owner’s contribution to common expenses and liabilities of the Strata Corporation. The Unit Entitlement of each Strata Lot is the habitable area of the Strata Lot in square metres, rounded to the nearest whole number. The habitable area of a Strata Lot includes the area of the Strata Lot which can be lived in, but does not include areas such as patios, balconies, decks, parking stalls or storage areas other than closet space.

The proposed schedule of Unit Entitlement for the Strata Lots, in Form V under the *Strata Property Act*, is attached as **Exhibit B** to this Disclosure Statement. Concurrently with deposit of the Strata Plan, the Developer will file a final schedule of Unit Entitlement for the Strata Lots in Form V under the *Strata Property Act* in the Land Title Office. The calculation of the proposed Unit Entitlement for each Strata Lot as set out in **Exhibit B** to this Disclosure Statement is based on the Preliminary Strata Plan (which is based on architectural drawings) and the final Unit Entitlement for each Strata Lot, when calculated on the basis of the final surveyed Strata Plan and set out in the filed Form V, may vary somewhat from the proposed Unit Entitlement for such Strata Lot.

#### 3.2 Voting Rights

There will be one Strata Corporation in respect of the Strata Lots. The Development contains only residential strata lots and, accordingly, each Strata Lot will have one vote in the Strata Corporation.

#### 3.3 Common Properties and Facilities

##### (a) *Common Property*

Each owner of a Strata Lot will own a proportionate, undivided share of the common property (the “**Common Property**”) of the Development and common assets of the Strata Corporation as a tenant in common. The Common Property is comprised of, among other things, all the land and buildings outside the individual Strata Lots but contained within the Development. The undivided share of the Common Property and common assets of the Strata Corporation owned by each owner of a Strata Lot will be based on the Unit Entitlement of such owner’s Strata Lot.

It is anticipated that the Common Property may include, without limitation, some or all of the following (some of which may be designated as Limited Common Property (as defined in Section 3.4) as described elsewhere in this Disclosure Statement or as shown on the Preliminary Strata Plan): the Amenities (as defined and described in Section 3.3(b)) rooftops, external walls, hard and soft landscaped areas, vestibules, stairs, stairwells, parking stalls, drive aisles and parking ramp, storage rooms, mailbox area(s), portions of the Parking Facility, the electrical rooms, mechanical room, telecommunications room, other service and utility rooms and closets and garbage and recycling room.

The Bylaws will provide that the Strata Corporation will be responsible for maintaining and repairing the Common Property (except for certain Limited Common Property) and common assets of the Strata Corporation. The costs and expenses incurred by the Strata Corporation in connection with the maintenance and repair of the Common Property and common assets will be shared by the owners of the Strata Lots on the basis of the Unit Entitlement of the Strata Lots and included in the owners’ monthly

assessments. The costs expected to be incurred by the Strata Corporation during the initial operating year are included in the Proposed Interim Budget of the Strata Corporation attached as **Exhibit C** to this Disclosure Statement.

The Developer reserves the right to expand and/or reduce the size of any areas designated as Common Property and may designate certain areas and amenities as Limited Common Property.

(b) *Amenities*

The Developer intends to include certain amenity areas, services and facilities (collectively, the **"Amenities"**) within the Development. The Amenities will be designated as Common Property and will be for the shared use of the owners and occupants of the Strata Lots. As Amenities for the Development, the Developer intends to construct the Development with an outdoor seating area (the **"Outdoor Seating Area"**) for the shared use and enjoyment of owners, residents and guests of the Development, and which may, in the Developer's sole discretion, be equipped with outdoor patio furnishings, benches and/or other garden fixtures, features or equipment at the cost of the Developer. The Strata Corporation will be responsible for maintaining the Amenities and all related costs associated therewith. The use and enjoyment of the Amenities will at all times be subject to, without limitation, the Bylaws, rules and regulations of the Strata Corporation and any amendments made thereto.

(c) *Public Pathway SRW Area*

It is intended that a portion of the Lands (the **"Pedestrian Walkway SRW Area"**) located as shown on the Preliminary Strata Plan will be used for the purpose of a public pedestrian/bike pathway between West 49<sup>th</sup> Avenue and the Lane (as defined in Section 3.6(h)). It is anticipated that the Pedestrian Walkway SRW Area will be located within the Development and designated as Common Property on the Strata Plan. The City will be entitled to make alterations and modifications to the Pedestrian Walkway SRW Area and construct and install improvements, services, utilities and equipment therein, including, without limitation, a sidewalk/pathway, and members of the public will be entitled to access and use the Pedestrian Walkway SRW Area at any time, in perpetuity, pursuant to the Pedestrian Walkway SRW Agreement (as defined in Section 4.3(b)(vii)). The Pedestrian Walkway SRW Agreement includes a statutory right of way, covenants and other charges registered on title to the Lands in favour of the City, and is described more particularly in Section 4.3(b)(vii). It is anticipated that the Strata Corporation will be responsible for maintaining and repairing the Pedestrian Walkway SRW Area to the satisfaction of the City, and the costs and expenses incurred by the Strata Corporation in connection with the maintenance and repair of the Pedestrian Walkway SRW Area will be shared by the owners of all Strata Lots in the Development in proportion to the relative Unit Entitlement of the Strata Lots, and such costs are included in the Proposed Interim Budget attached as **Exhibit C**.

(d) *Service Facilities*

The Development will also include additional service facilities and equipment such as transformers, fire protection and prevention systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, air shafts, ducts, fans, the Security Gate (as defined in Section 3.6(i)), drive aisles and other facilities and equipment within the Parking Facility, and elsewhere in the Common Property, which may not be depicted on the Preliminary Strata Plan, but which may be required by the City or deemed necessary or desirable by the Developer in connection with the Development (collectively, the **"Service Facilities"**). The Service Facilities will be located

as required by the City or the Developer or as recommended by the Developer's consultants.

(e) *Changes to Common Property*

The approximate size and location of certain of the Amenities, Service Facilities, the Parking Facility (including, without limitation, the Parking Stalls, Bicycle/Storage Lockers, Bicycle Storage Rooms and Developer's Storage Room contained therein) and any other areas and facilities forming part of the Common Property (collectively, the "**Common Facilities**") are indicated on the Preliminary Strata Plan. The Developer reserves the right to increase or decrease the size, and alter the configuration and location, of any Common Facilities and any other Common Property, all without compensation to the Strata Corporation and/or the purchasers of the Strata Lots.

Without limiting the foregoing, the Developer also reserves the right to include certain additional Common Facilities in the Development or to not include in the Development certain Common Facilities described herein as being part of the Common Property and/or to designate certain Common Property as Limited Common Property for the exclusive use of the owners of certain Strata Lots, all without compensation to the Strata Corporation and/or the purchasers of the Strata Lots. The boundaries of the Common Property may also vary somewhat from what is shown on the Preliminary Strata Plan, which adjustments the Developer may make in its discretion.

(f) *Proximity to Common Property*

Certain of the Common Facilities may be located adjacent to or in the vicinity of certain Strata Lots. As a result, certain of the Common Facilities may obstruct views, sight lines or light in respect of the Strata Lots. In addition, noise, vibration, light and/or odours emanating from certain of the Common Facilities may be perceptible by the occupants of the Strata Lots.

(g) *Use of Common Property*

Each purchaser's entitlement to the Common Property is subject to the Bylaws (as defined and described in Section 3.5), any designations of Common Property as Limited Common Property and any registered or unregistered licences, easements, leases, rights-of-way, covenants or other encumbrances described in this Disclosure Statement which are currently registered on title to the Lands or which are granted by the Developer prior to registration of the Strata Plan and/or by the Strata Corporation after the Strata Plan is registered in the Land Title Office and the Strata Corporation is formed. The Strata Corporation may also pass additional bylaws and rules and regulations relating to the use of Common Property from time to time.

3.4 Limited Common Property

(a) *General*

Limited common property ("**Limited Common Property**") is an area within the Common Property that is designated for the exclusive use of one or more Strata Lot owners.

The Developer will designate the areas identified as Limited Common Property on the Preliminary Strata Plan (including balconies, patios and decks, as applicable) as Limited Common Property for use by the owners of the appurtenant Strata Lots when the Strata Plan is filed in the Land Title Office, which the Developer reserves the right to change as more particularly described in Section 3.4(d). A designation of Limited Common Property

on the Strata Plan may only be removed by unanimous resolution of the members of the Strata Corporation.

(b) *Maintenance and Repair – General*

The Bylaws will provide that each owner of a Strata Lot is responsible for maintaining and repairing Limited Common Property which is designated for the exclusive use of that owner, except for the following, which the Strata Corporation must maintain and repair:

- (i) repair and maintenance that in the ordinary course of events occurs less than once a year;
- (ii) the structure of a building;
- (iii) the exterior of a building;
- (iv) chimneys, stairs, balconies, patios, decks and other things attached to the exterior of a building;
- (v) doors, windows or skylights (including the casings, the frames and the sill of such doors, windows and skylights) on the exterior of the building or that front on the Common Property;
- (vi) fences, railings and similar structures that enclose balconies, patios, decks and yards; and
- (vii) all trees, bushes, flowers, shrubs, vegetation, other landscaping and accompanying planters, if any, at ground-level of the Development installed by the Developer or the Strata Corporation, whether on Common Property or Limited Common Property appurtenant to particular Strata Lots, in accordance with and subject to Bylaw 45, set out in Section 3.5(c).

It is anticipated that one or more Rooftop Planters (as defined in Section 3.5(c)) may be installed within or upon the Limited Common Property rooftop areas of designated Strata Lots prior to occupancy (each such Strata Lot, defined in Section 3.4(e), as a “**Rooftop Deck Strata Lot**”), provided that the Developer in its sole discretion reserves the right not to install one or more Rooftop Planters within or upon the rooftop deck areas of the Rooftop Deck Strata Lots and, if installed, not to include any trees, bushes, flowers, shrubs, vegetation and/or other landscaping planted therein.

Subject to the *Strata Property Act*, common expenses of the Strata Corporation that usually occur either once a year or more often that relate to and benefit Limited Common Property will be allocated only to those Strata Lots entitled to use that Limited Common Property and will be shared among such Strata Lots on the basis of their relative Unit Entitlement. However, any special levy or contribution to the contingency reserve fund (which is for common expenses that usually occur less often than once a year or that do not usually occur) which relates to Limited Common Property will be paid for by the owners of all Strata Lots in the Development in proportion to the relative Unit Entitlement of the Strata Lots.

(c) *Maintenance and Repair – Strata Lot Types*

Notwithstanding the foregoing, any operating costs and expenses incurred by the Strata Corporation in connection with the provision of any utility, service or benefit to only one of the two Strata Lot types, but not to the Strata Lots of the other type, will only be allocated to all Strata Lots of the particular type receiving the utility, service or benefit, and will be

shared among such Strata Lots on the basis of their relative Unit Entitlement as more particularly described in Section 3.8(a). For example, if a utility, service or benefit is applicable to the In-Suite Hot Water Tank Strata Lots only, or to Central Heat Pump Strata Lots only, then only those Strata Lots (such type of Strata Lot) that are receiving such utility, service or benefit will be responsible to pay the costs and expenses which arise in relation thereto (including all maintenance and repair costs arising therefrom).

For greater clarity, it is anticipated that generally, any operating costs and expenses incurred by the Strata Corporation in connection with the maintenance, repair and replacement of the in-suite hot water tank systems and related equipment and components (each a "**HWT System**"), will be shared only by all of the owners of the In-Suite Hot Water Tank Strata Lots on the basis of the Unit Entitlement of the In-Suite Hot Water Tank Strata Lots and will be included in their monthly assessments, whereas the operating costs and expenses incurred by the Strata Corporation in connection with the maintenance, repair and replacement of the central heat pump systems and related equipment and components (each a "**CHP System**" and, together with the HWT System, each, a "**Hot Water System Type**") will be shared only by all of the owners of the Central Heat Pump Strata Lots on the basis of the Unit Entitlement of the Central Heat Pump Strata Lots and will be included in their monthly assessments.

In particular, purchasers are advised as follows:

- (i) the costs and 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**"), are anticipated to be payable as follows, as set out in Section 3.8(a):
  - 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 on the basis of Unit Entitlement, from either all of the owners of the In-Suite Hot Water Tank Strata Lots, or all of the owners of the Central Heat Pump Strata Lots (each as defined in Section 2.1(b)), as the case may be, or if applicable, from all owners of the Strata Lots in the Development; 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
- (ii) it is intended that the Strata Corporation will be responsible for making such determinations as described in subsection (i)(1) above. To assist the Strata Corporation in this regard, the Developer has arranged for its mechanical consultant to provide a schedule (the "**System Design Schedule as to Hot Water System Type**") setting out the components of each Hot Water System Type and the appropriate responsible party/ies to be allocated the applicable maintenance, repair and replacement costs and expenses associated therewith. A copy of the proposed System Design Schedule as to Hot Water System Type is attached hereto as **Exhibit N**, provided that the Developer reserves the right to amend the draft schedule set out in **Exhibit N** at any time prior to completion of construction.

Notwithstanding anything to the contrary set out herein, the foregoing descriptions and the schedule attached hereto as **Exhibit N**, are provided by the Developer as a courtesy only, and are intended to provide a general guideline to assist the owners of the Strata Lots and the Strata Corporation with respect to determinations pertaining to the apportionment of various costs and expenses arising from, and associated with, any Hot Water System Works to be completed in respect of a Hot Water System Type installed within the Strata Lots, the Common Property and/or Limited Common Property of the Development. Accordingly, purchasers are advised that the Developer makes no representations and will not be liable to purchasers of the Strata Lots with respect to the manner in which such costs will be apportioned between the owners of all Strata Lots, or between Strata Lot Types and/or the Strata Corporation, and such decisions will become the sole responsibility of the owners of the Strata Lots and the Strata Corporation, to be formed upon the filing of the final Strata Plan by the Developer.

(d) *Changes to Limited Common Property*

The actual areas of Limited Common Property may vary, including without limitation, in size and shape, from the areas shown on the Preliminary Strata Plan when the Strata Plan is filed in the Land Title Office. The Developer reserves the right to increase or decrease the size of the Limited Common Property and change the location of or otherwise modify the Limited Common Property (including changing any designation from Limited Common Property to Common Property, and *vice versa*), all without compensation, notice to or consent from the Strata Corporation or purchasers of the Strata Lots. In addition, the Developer reserves the right to alter the designation of any areas as Limited Common Property and include such areas within the boundaries of any Strata Lots. For greater certainty, the Developer reserves the right to designate additional areas as Limited Common Property for the exclusive use of certain Strata Lots as it considers appropriate.

Without limiting the generality of the foregoing, prior to the filing of the Strata Plan in the Land Title Office, the Developer may:

- (i) designate certain areas in the mechanical or electrical rooms located within the Development as Limited Common Property for the use of certain Strata Lots as determined by the Developer in order to accommodate the installation of mechanical systems which are for the sole use of certain Strata Lots; and
- (ii) designate certain areas as Limited Common Property for one or more of the Strata Lots in order to accommodate access to such areas, the installation of mechanical systems which are for the sole use of one or more of such Strata Lots and for other private uses such as air conditioning, storage, outdoor gas fire places (if permitted by the Strata Corporation), barbecues, outdoor gas heaters or other like private uses appurtenant to one or more of such Strata Lots, if and as applicable, and as permitted by the Bylaws in place from time to time.

(e) *Alternate Design for Limited Common Property – Rooftop Deck Access*

Further to Section 3.4(d) above, the Developer reserves the right in its sole discretion to construct each of the Strata Lots which have a rooftop deck designated as Limited Common Property for the exclusive use of such Strata Lot, as shown on the Preliminary Strata Plan attached as **Exhibit A**, being Strata Lots 19, 21, 25, 28, 32, 35, 39, 42 and 46 (each such Strata Lot, defined herein, as a "**Rooftop Deck Strata Lot**") with an alternate design than that which is currently approved by the City pursuant to the approval in principle of the Development and development permit, to be issued by City, as described in Section 6.1(c).

More particularly, the Developer's initial design for the Rooftop Deck Strata Lots as approved by the City, provides for the rooftops of such Strata Lots to be accessible by way of a single-leaf hatch (the "**Approved Rooftop Access**"); however, the Developer may in its sole discretion apply to the City for a DPMA (as defined and described in Section 6.1(c)) to obtain the City's approval to design the rooftops of such Strata Lots to instead be accessible by way of an alternate rooftop access (the "**Alternate Rooftop Access**"), the configuration, design, shape, layout and, without limitation, materials of which Alternate Rooftop Access will be determined in the Developer's sole discretion if applicable and as may be depicted from time to time in the Marketing Materials for the Development (as defined and described below).

The Approved Rooftop Access and/or the Alternate Rooftop Access, as may be depicted in the Marketing Materials (as defined below), are at all times subject to change in the Developer's sole and unfettered discretion, all subject to the City's approval of a DPMA in relation to such design, if the Developer elects to proceed with same. Notwithstanding the foregoing and for clarity, the Rooftop Deck Strata Lots are currently being marketed with the Approved Rooftop Access. If the Developer applies for a DPMA and upon approval thereof by the City elects to proceed an Alternate Rooftop Access, then it is anticipated that the following will be applicable, without limitation:

- (i) the layout and configuration of the rooftop deck access for each Rooftop Deck Strata Lot will be designed and constructed pursuant to the Alternate Rooftop Access, to be designed and selected by the Developer in its sole discretion, as approved by the City under the DPMA;
- (ii) the Developer will include confirmation of its election to proceed with same in an amendment to this Disclosure Statement which will contain one or more replacement exhibits with respect to the foregoing including, without limitation:
  - A. **Exhibit A** (Preliminary Strata Plan) attached hereto, may be replaced with a new exhibit (amended Preliminary Strata Plan) depicting any changes to the layout and configuration of the rooftop deck areas appurtenant to the Rooftop Deck Strata Lots, as Limited Common Property thereof, as a result of the Alternate Rooftop Access, if applicable;
  - B. **Exhibit B** (Form V – Schedule of Unit Entitlement) attached hereto, may be replaced with a new exhibit (amended Form V – Schedule of Unit Entitlement) setting out any corresponding changes to the Unit Entitlement of the Rooftop Deck Strata Lots as a result of the Alternate Rooftop Access (and as shown in the amended Preliminary Strata Plan described in subsection (1) above, if applicable); and
  - C. **Exhibit D** (Estimated Monthly Assessments per Strata Lot) attached hereto, may be replaced with a new exhibit (amended Estimated Monthly Assessments per Strata Lot) reflecting any corresponding changes to the monthly assessments payable by the owners of the Rooftop Deck Strata Lots due to changes in the Unit Entitlement of such Strata Lots as a result of the Alternate Rooftop Access (and as shown respectively in the amended Preliminary Strata Plan and amended Form V – Schedule of Unit Entitlement, described in subsections (1) and (2) above, if applicable).

Notwithstanding anything to the contrary contained in this Section 3.4(e) or this Disclosure Statement or in any marketing materials for the Development (including, without limitation, advertisements, brochures, models, show room displays, photographs,

illustrations, renderings, electronic displays, websites, social media or any other electronic media) (the “**Marketing Materials**”), which may depict the Rooftop Deck Strata Lots with the Approved Rooftop Access or an Alternate Rooftop Access, purchasers are advised as follows: the Developer may, in its sole discretion, elect not to apply for the DPMA, in which event the Developer will construct the Rooftop Deck Strata Lots as currently approved by the City pursuant to the Approved Rooftop Access; the Developer is not required to apply to the City for approval of a DPMA and may, in its discretion, elect to proceed with construction of the Rooftop Deck Strata Lots pursuant to the design for the Approved Roof Access; and, all of the contracts of purchase and sale for the Strata Lots in the Development (including the Rooftop Deck Strata Lots) will remain in full force and effect, unamended, binding upon the Developer and the purchasers thereunder whether or not the Developer proceeds with an application for a DPMA.

### 3.5 Bylaws

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 proposed Form Y – Owner Developer’s Notice of Different Bylaws attached as **Exhibit E** to this Disclosure Statement. Accordingly, the Bylaws differ from the bylaws contained in the Schedule of Standard Bylaws attached to the *Strata Property Act*. A final Form Y will be filed for registration in the Land Title Office concurrently with the Strata Plan. The Developer reserves the right to make amendments to the Bylaws prior to filing the final Form Y for registration in the Land Title Office.

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

#### (a) *Pets*

- Bylaw 3(3) of the Schedule of Standard Bylaws provides that owners, tenants, occupants or visitors of the Development must ensure that all animals are leashed or otherwise secured when on the Common Property of the Development or land that is a common asset of the Strata Corporation.
- Bylaw 3(4) provides that an owner, tenant or occupant must not keep any pets on a Strata Lot other than one or more of the following (unless a special permit is obtained from the Strata Corporation): (i) a reasonable number of fish or other small aquarium animals; (ii) a reasonable number of small, caged mammals; (iii) up to two caged birds; (iv) up to two dogs; and (v) up to two cats.
- Bylaw 3(5) provides that 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.
- Bylaw 3(6) provides that 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).

- Bylaw 37(9) provides that no pets, other than those pets certified as service animals, are allowed in any indoor Amenities (which for greater certainty do not include the Parking Facility).

(b) *Use of Strata Lots*

- Bylaw 3(1) provides that owners, tenants, occupants or visitors of the Development must not use a Strata Lot, the Common Property or common assets of the Strata Corporation in any way that: causes nuisance or hazard to another person; unreasonable noise; cause unreasonable interference with rights of others to use and enjoy the Common Property, the common assets of the Strata Corporation and their respective Strata Lots; is illegal; or is contrary to the purpose for which the Strata Lot or Common Property is intended as shown expressly or by implication on or by the Strata Plan.
- Bylaw 3(2) provides that owners, tenants, occupants or visitors of the Development must not cause damage other than reasonable wear and tear to the Common Property, common assets of the Strata Corporation or those parts of a Strata Lot which the Strata Corporation must repair and maintain pursuant to the Bylaws and section 149 of the *Strata Property Act*.
- Bylaw 3(7) restricts the use of the Strata Lots by owners, tenants, occupants or visitors to only residential purposes and other purposes ancillary thereto, or any uses permitted under the applicable zoning. 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.
- Bylaw 3(9) provides that 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.
- Bylaw 5(1) provides that owners must obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that involves: the structure or exterior of the building; chimneys, stairs, balconies, patios, decks or other things attached to the exterior of the building; doors, windows, skylights (including the castings, the frames and the sill of such doors, windows and skylights) on the exterior of the building, or that front on the Common Property; fences, railings or similar structures that enclose a patio, balcony, deck or yard; the Common Property located within the boundaries of a Strata Lot; those parts of a Strata Lot which the Strata Corporation must insure pursuant to section 149 of the *Strata Property Act*; and any trees, shrubs, vegetation or other landscaping installed by the Developer or the Strata Corporation on Limited Common Property at ground-level appurtenant to particular Strata Lots;
- Bylaw 42(1) sets out the types of activities that fall within the definition of smoking and vaping for the purposes of this bylaw, which for clarity include the smoking and vaping of marijuana, and should be reviewed carefully by prospective purchasers.
- Bylaw 42(2) provides that an owner, tenant, occupant or visitor must not: (i) smoke or vape on the interior Common Property or Limited Common Property, such as, but not limited to hallways, lobbies, Bicycle Storage Rooms (as defined in Section 3.6(g))

and the Parking Facility; (ii) smoke or vape on the exterior Common Property or Limited Common Property, including balconies, decks, patios, yards, outdoor areas of the Development (including the Outdoor Seating Area), walkways, roadways or parking areas; and (iii) 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. Bylaw 42(3) provides that growing marijuana plants and/or processing or production, including sale or resale, of marijuana products is prohibited within the bounds of the Lands, including, without limiting the foregoing, in any Strata Lot or on any Common Property or Limited Common Property.

(c) *Certain Other Bylaws*

- Bylaws 38, 39, 40 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), reallocation of Accessible Stalls (as defined and described in Section 3.6(e)) 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 may be subject to fees charged by the Strata Corporation, from time to time, and any applicable rules and regulations of the Strata Corporation).
- Bylaw 44(1) describes the allocation of responsibility of the Strata Corporation and individual Strata Lot owners in respect to the maintenance, repair and replacement of VRF Units (as defined in Section 3.7(a)(x)).
- Bylaw 44(2) provides that an owner, tenant or occupant of a VRF Unit Strata Lot (as defined in Section 3.7(c)) 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 maintenance and repair of all or part of the components of each such VRF Unit installed in such Strata Lot, or the Limited Common Property appurtenant thereto, as more particularly described in Section 3.7(c).
- Bylaw 45 provides that, notwithstanding Bylaw 8(3)(b)(vii): (i) Strata Lot owners, tenants and occupants will be responsible for routine tidying of, and removing of any plant debris which accumulates within, the Limited Common Property appurtenant to such owner's Strata Lot located above ground-level (including without limitation rooftop areas, as described herein); (ii) if any planters are installed upon or within the rooftop deck area of a Strata Lot (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 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 (iii) 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.

(d) *Types of Strata Lots*

- Bylaws 46 to 49 describe the allocation of certain operating expenses which relate to and benefit only particular Strata Lots. In particular, Bylaws 46(1) and (2) create the following "types" of Strata Lots: In-Suite Hot Water Tank Strata Lots and Central

Heat Pump Strata Lots (each, a “**Strata Lot Type**”) (see Sections 2.1(b), 3.4(c) and 3.8(a)).

3.6 Parking and Storage

(a) *Parking Facility and Parking Stalls*

The Development will contain a one-level underground concrete parking facility (the “**Parking Facility**”) which is anticipated to include approximately 62 parking stalls (the “**Parking Stalls**”) for the use of owners, occupants and guests of the Development, in the manner as more particularly described below.

It is anticipated that approximately 8 of the Parking Stalls (the “**Small Car Stalls**”) may be smaller in size and/or have a more limited overhead capacity than the balance of the Parking Stalls and may be designated for use by small cars.

(b) *Resident Stalls*

It is anticipated that approximately 60 of the Parking Stalls (the “**Resident Stalls**”) will be for the exclusive use of the owners and occupants of the Strata Lots. The Developer reserves the right to determine in its sole discretion, the number of, and the manner in which, the Resident Stalls will be assigned and allocated to the purchaser(s) of a Strata Lot in the Development, at any given time, as more particularly described in Section 3.6(d).

(c) *Visitor Stalls*

It is anticipated that approximately 2 of the Parking Stalls (the “**Visitor Stalls**”) in the Parking Facility will be reserved for the exclusive use of visitors and guests of the Development. Each of the Visitor Stalls will be available to visitors of the Development on a first-come, first-served basis in accordance with the Bylaws and any rules and regulations of the Strata Corporation which govern the use thereof.

(d) *Parking and Bicycle/Storage Lease*

Prior to the deposit of the Strata Plan in the Land Title Office, the Beneficial Owner, as landlord, intends to enter 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) 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 proposed form of the Parking and Bicycle/Storage Lease is attached hereto as **Exhibit F** to this Disclosure Statement.

The Developer reserves the right to make changes to the form and content of the Parking and Bicycle/Storage Lease before it is entered into and to make amendments to the Parking and Bicycle/Storage Lease once it is entered into prior to the conveyance of any Strata Lots to purchasers (including, without limitation, to add certain areas to, or remove certain areas from, the leased premises thereunder and to include an updated copy of the plan showing the as-built location of the leased premises thereunder upon the completion of construction of the Development).

Following the deposit of the Strata Plan in the Land Title Office, the Developer will cause the Strata Corporation to assume the Parking and Bicycle/Storage Lease from the Beneficial Owner, as landlord, and may, in the Developer’s discretion, cause the Parking

Tenant to assign the Parking and Bicycle/Storage Lease to the Beneficial Owner, as tenant.

At the Developer's sole option, the Parking and Bicycle/Storage Lease, or a document securing or evidencing the Parking and Bicycle/Storage Lease including, without limitation, an option to lease, may be registered against title to the Lands or the Common Property or any or all of them (the "**Parking Lease Encumbrance**").

Although the Strata Plan will designate the Resident Stalls, the Bicycle/Storage Lockers, the Bicycle Storage Rooms and the Developer's Storage Room as Common Property (or Limited Common Property, in the Developer's discretion), this designation will be subject to the Parking and Bicycle/Storage Lease and, if applicable, the Parking Lease Encumbrance. Accordingly, the owners and occupants of the Strata Lots will not have any right to use the Resident Stalls or the Bicycle/Storage Lockers except as set out below, or as otherwise described in the Disclosure Statement.

The Resident Stalls and the Bicycle/Storage Lockers will be allocated for use by the owners of the Strata Lots by partial assignment of the Parking and Bicycle/Storage Lease. Each purchaser of a Strata Lot will be entitled to the exclusive use of one or more Resident Stalls and one or more Bicycle/Storage Lockers, in each case as specified in the contract of purchase and sale or related contract addendum, to be entered into by the purchaser for the purchase of the Strata Lot and a purchaser will not be entitled to the exclusive use of any Resident Stall, Storage Locker and/or Bicycle Locker, unless expressly specified in the contract of purchase and sale or related contract addendum entered into by the purchaser and the Developer. Any such assignments will be for such consideration and on such terms as may be established by the Developer from time to time. The proposed form of Partial Assignment of the Parking and Bicycle/Storage Lease is attached hereto as **Exhibit G**.

Upon the transfer of the Strata Lot to a purchaser, the Parking Tenant or the Beneficial Owner, as the case may be, will partially assign to such purchaser the interest of the Parking Tenant or the Beneficial Owner, as the case may be, under the Parking and Bicycle/Storage Lease with respect to: (i) the number of Resident Stalls, if any, acquired by such purchaser under its contract of purchase and sale or other agreement with respect to Resident Stalls and/or (ii) the number of Bicycle/Storage Lockers, if any, acquired by such purchaser under its contract of purchase and sale or other agreement with respect to Bicycle/Storage Lockers.

The Developer will have the right, in its sole discretion, to determine the location of each Resident Stall, if any, each Storage Locker, if any, and each Bicycle Locker, if any, assigned to a purchaser of a Strata Lot and, accordingly, a purchaser of a Strata Lot will have no control of the location of any Resident Stall, Storage Locker or Bicycle Locker assigned to such purchaser and, for greater clarity, a purchaser may be assigned the right to use a Resident Stall that is a Small Car Stall, as described in Section 3.6(a).

The Parking Tenant or the Beneficial Owner, as the case may be, reserves the right to sell the right to the exclusive use of any unallocated Resident Stalls or Bicycle/Storage Lockers to the owners of the Strata Lots or the Strata Corporation on terms established from time to time by the Parking Tenant or the Beneficial Owner, as the case may be, without compensation to the owners of the Strata Lots or to the Strata Corporation. In addition, the Parking Tenant or the Beneficial Owner, as the case may be, reserves the right to retain and use (or permit the Developer and its employees, agents, contractors, affiliates or other persons authorized by the Developer to use) any unallocated Resident Stalls or Bicycle/Storage Lockers, and to rent any unallocated Resident Stalls or Bicycle/Storage Lockers on a monthly or other basis to the owners or occupants of the Strata Lots or the Strata Corporation, on terms established from time to time by the

Parking Tenant or the Beneficial Owner, as the case may be, in each case without compensation to the owners of the Strata Lots or the Strata Corporation.

An owner of a Strata Lot will only be permitted to assign an interest that they have in a Resident Stall, and/or a Storage Locker and/or a Bicycle Locker under the Parking and Bicycle/Storage Lease to a purchaser of the Strata Lot or to an owner of another Strata Lot, to the Strata Corporation or back to the Parking Tenant or the Beneficial Owner, as the case may be. In addition, an owner of a Strata Lot that holds an interest under the Parking and Bicycle/Storage Lease in a Resident Stall and/or Storage Locker and/or a Bicycle Locker will not rent or lease such Resident Stall and/or Storage Locker and/or Bicycle Locker to, or otherwise permit it to be used by, any person other than an owner, purchaser or occupant of a Strata Lot, the Strata Corporation or the Parking Tenant or Beneficial Owner, as the case may be.

Upon the sale of a Strata Lot by an owner thereof, the owner is required to assign their interest under the Parking and Bicycle/Storage Lease in any Resident Stall and/or Storage Locker and/or Bicycle Locker to the purchaser of such Strata Lot or to the owner of a different Strata Lot or to the Strata Corporation or the Parking Tenant or the Beneficial Owner, as the case may be, and thereafter the first owner will no longer have any right to use any such Resident Stall and/or Storage Locker and/or Bicycle Locker. For greater certainty, the right to the exclusive use of a Resident Stall and/or Storage Locker and/or Bicycle Locker will terminate upon the expiry or termination of the Parking and Bicycle/Storage Lease.

If the Developer deems it more appropriate, at its option, the Developer may grant to the owners of the Strata Lots rights of use to the Resident Stalls and Bicycle/Storage Lockers substantially similar to the rights described above, by the implementation of a different legal structure, including, without limitation, by designation Resident Stalls and Bicycle/Storage Lockers as Limited Common Property. In addition, once the Developer has completed assigning the Resident Stalls and Bicycle/Storage Lockers to purchasers of the Strata Lot as described above, the Strata Corporation may request that the owners of the Strata Lot pass a resolution requiring a 3/4 vote to designate each allocated Resident Stall and Bicycle/Storage Locker as Limited Common Property of the Strata Lot owned by the owner who is entitled to the exclusive use thereof.

(e) *Accessible Stalls*

It is anticipated that approximately 2 of the Resident Stalls (the “**Accessible Stalls**”) will be designed, in accordance with the requirements of the City, to accommodate vehicles used by physically disabled persons. Although the Accessible Stalls will be designated as Common Property, as set out on the Preliminary Strata Plan, such designation will be subject to the Parking and Bicycle/Storage Lease, and accordingly, the Accessible Stalls will be allocated to owners of Strata Lots or retained by the Parking Tenant or the Developer in the same manner as other Resident Stalls, as described in Section 3.6(b).

While the Accessible Stalls may be assigned to owners of Strata Lots who are not physically disabled, if an owner of a Strata Lot, or his or her spouse, dependant child or tenant is disabled and resides in the Strata Lot, then an owner (assuming that owner or his or her spouse, dependant child or tenant residing in the Strata Lot is not disabled) who has been assigned an Accessible Stall may be required by the Strata Corporation to exchange (at no cost to either party) that Accessible Stall for the Resident Stall that has been assigned to the Strata Lot owned by the other owner. See Bylaw 40 and Section 4.09 of the Parking and Storage/Bicycle Lease for a description of the re-allocation mechanism.

(f) *Electric Vehicle Charging*

(i) *EV Chargers and EV Receptacles*

It is anticipated that all Parking Stalls in the Parking Facility will be roughed-in with all wiring, electrical transformer, mechanical ventilation modifications and other electrical equipment necessary to provide access to electrical power (collectively, the “**EV Infrastructure**”) capable of supporting a hardwired charging station in each Parking Stall (each, an “**EV Charger**”) for the purposes of charging electric vehicles, which for greater certainty will be subject to load sharing as described in Section 3.6(f)(iii).

Furthermore, approximately 31 of the Parking Stalls will be equipped with an energized Level 2, 208-volt, 40 amp AC receptacle pre-installed by the Developer (each, an “**EV Receptacle**”); however, access to each EV Receptacle will be restricted by a locked face-plate. Accordingly, it is anticipated that no EV Receptacle will be permitted to be used to charge an electric vehicle unless and until an EV Charger is installed in such Parking Stall, in accordance with the requirements described in this Section 3.6(f). Notwithstanding the foregoing, the Strata Corporation, may, in its sole discretion, elect to unlock and allow owners to use any one or more EV Receptacles (and, in accordance with Bylaw 41, the Strata Corporation may charge additional fees (“**EV Receptacle Fees**”) in connection with the use of any unlocked EV Receptacles, as determined by the Strata Corporation from time to time).

(ii) *Resident EV Chargers*

The Developer does not intend to supply or install any EV Chargers for use in any Resident Stalls (each, a “**Resident EV Charger**”), unless otherwise agreed to in writing by the Developer by way of an addendum to a Purchase Agreement, or to include any other facilities or equipment for charging electric vehicles within the Development, other than the EV Infrastructure and the EV Receptacles.

Accordingly, each Strata Lot owner who is assigned the exclusive use of a Resident Stall pursuant to a partial assignment of the Parking and Bicycle/Storage Lease will be responsible for purchasing and installing their own Resident EV Charger (in replacement of their EV Receptacle, if any) to charge an electric vehicle in their assigned Resident Stall, subject to the restrictions set out in Bylaw 41, which include, without limitation, the following:

- A. the Strata Lot owner must obtain the approval of the Strata Corporation prior to installing the Resident EV Charger;
- B. the Resident EV Charger must satisfy certain requirements and be approved by the Strata Corporation prior to being installed (including, without limitation, that the Resident EV Charger must be compatible with the network operated by the EV Network Operator (as defined below) and must be Open Charge Point Protocol (OCPP) compliant, must be capable of load-sharing and must be registered with the EV Network Operator at the time it is installed); and
- C. the Strata Lot owner will be responsible for purchasing, installing, maintaining and repairing such Resident EV Charger at the owner’s sole cost and expense;
- D. the installation of each Resident EV Charger must be carried out by a qualified electrician approved in advance by the Strata Corporation.

No owner of a Strata Lot shall use (or permit its tenants or occupants to use) a Resident EV Charger within a Resident Stall assigned to such owner until such owner has activated such Resident EV Charger as described in more detail below. Furthermore, no owner of a Strata Lot shall use a Resident EV Charger within a Resident Stall that is not exclusively assigned to that owner, without the permission of the Strata Corporation.

(iii) *EV Load Sharing*

It is anticipated that the EV Infrastructure will be designed for load sharing with a circuit sharing ratio of 2:1, meaning two adjacent Parking Stalls (each a "**Load Sharing Group**") will share power from a single electrical circuit. The power output and electrical efficiency from the EV Chargers in use in a single Load Sharing Group will be greater if only one vehicle is charging at a time from such Load Sharing Group, and lower if vehicles in both Parking Stalls in the Load Sharing Group are charging at the same time.

(iv) *EV Network Operator*

It is anticipated that all EV Electricity Costs (as defined in subsection (viii) below) will be administered by a network operator (the "**EV Network Operator**"), which may be an entity related to or affiliated with the Developer, in its sole discretion, pursuant to the terms of an electric vehicle charging management agreement (the "**EV Network Agreement**") which will either be entered into between the Developer and the EV Network Operator, and upon the deposit of the Strata Plan in the Land Title Office, assigned to the Strata Corporation (following which, the Developer will not be liable for any breach of obligations contained therein), or which the Developer will cause to be entered into directly between the Strata Corporation and the EV Network Operator upon the filing of the final Strata Plan for the Development.

It is anticipated that the EV Network Operator will be responsible for, without limitation, managing and administering the charging service operations related to user access, remote monitoring, customer support, billing function and load management of the Resident EV Chargers (collectively, the "**EV Network Services**").

(v) *EV Network Fees*

In exchange for providing the EV Network Services, the EV Network Operator will charge, pursuant to the EV Network Agreement, and in respect of each activated Resident EV Charger, a monthly network service fee and any transaction or other fees charged by the EV Network Operator from time to time (collectively, the "**EV Network Fees**").

It is anticipated that each Strata Lot owner using an activated Resident EV Charger installed in such owner's assigned Resident Stall will be required to pay the EV Network Fees to the EV Network Operator in respect of such Resident EV Charger. For greater certainty, if a Strata Lot owner has more than one activated Resident EV Charger installed, then the EV Network Fees will be payable with respect to each such activated Resident EV Charger.

It is anticipated that the EV Network Fees for each EV Charger will be payable each month, regardless of whether, or the extent to which, such EV Charger is being used, provided that the EV Charger has been activated by the owner with the Strata Corporation and/or the Network Operator as provided below and in the Bylaws. The EV Network Operator will be entitled to retain all EV Network Fees paid to the EV Network Operator.

(vi) *EV User Fees*

The Strata Corporation will, from time to time, set the applicable user fees (collectively, the “**EV User Fees**”) payable by EV Users (as defined below), subject to the terms of the EV Network Agreement and the Bylaws in place, from time to time. For clarity, the EV User Fees are anticipated to consist of a specified rate per unit of charging time and/or will be based on actual electricity consumed and may include a higher rate for charging time above a certain threshold. For greater certainty, the rates of EV User Fees are subject to the discretion of the Strata Corporation. It is currently anticipated that the EV User Fees will be collected by the EV Network Operator and reimbursed to the Strata Corporation, as described in subsections (viii) and (ix) below.

(vii) *EV Charger Activation/Deactivation*

A Strata Lot owner who has exclusive use of an assigned Resident Stall with a Resident EV Charger installed therein (whether installed by such owner or a previous owner), may either activate or deactivate their Resident EV Charger by giving written prior notice to the Strata Corporation and the EV Network Operator in accordance with the terms of the EV Network Agreement, as described below.

Strata Lot owners who meet the requirements to activate a Resident EV Charger (each an “**EV User**”) will be required to enter into the EV Network Operator’s form of user agreement and/or to provide such information to the EV Network Operator and the Strata Corporation, as needed to facilitate the collection and payment of the EV Network Fees, the EV User Fees, and any associated activation fees which may apply, and be charged from time to time.

Upon deactivation of a Resident EV Charger, the Strata Lot owner will no longer be entitled to use such Resident EV Charger and will not be obligated to pay the EV Network Fees and the EV User Fees in connection therewith (but for greater certainty such owner will continue to be liable for any costs and expenses pro-rated amongst the owners of all of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessment of each Strata Lot), until such time as the Strata Lot owner elects to reactivate such Resident EV Charger. For greater certainty, the activation, deactivation and reactivation of a Resident EV Charger may be subject to frequency restrictions, notice requirements and/or activation and deactivation fees pursuant to the EV Network Agreement, which may also change from time to time.

(viii) *EV Electricity Costs*

The EV Receptacles and the EV Chargers will be connected to the same electrical supply as the Common Property generally. Accordingly, the Strata Corporation will be responsible for paying for all charges, costs and expenses for electricity supplied to the EV Receptacles and the EV Chargers (the “**EV Electricity Costs**”), including all electricity consumed by the EV Chargers while charging electric vehicles.

After deducting the applicable EV Network Fees, the EV Network Operator will pay to the Strata Corporation the balance of EV User Fees collected from EV Users on a periodic basis as set out in the EV Network Agreement.

If the EV Electricity Costs payable by the Strata Corporation to the utility provider in a given period are higher than the balance of the EV User Fees received by the Strata Corporation from the EV Network Operator in a given period (and any EV Receptacle Fees, if applicable), then it is anticipated that the shortfall will be shared between, and paid for by, the owners of the Strata Lots based on Unit Entitlement and collected in such owners’ monthly assessments.



(ix) *General*

The Bylaws of the Strata Corporation will include certain bylaws that relate to the use of electric outlets and electric vehicle chargers. The Developer reserves the right to make changes to the foregoing arrangements and the Strata Corporation will, upon its formation, be responsible for administering the operation and use of the EV Receptacles and the EV Chargers and may change the arrangements relating to same, including the manner in which the costs and expenses incurred in connection with charging electric vehicles are apportioned.

Without limiting the foregoing, the Strata Corporation may:

- A. arrange for EV Chargers to be separately metered and billed and for the owner of the Strata Lot who has the right to use a given Resident EV Charger to be solely responsible for charges for electricity used in charging electric vehicles and for other costs and expenses incurred in connection with such Resident EV Charger (provided that, for greater certainty, the Strata Corporation would be required to install, at its sole expense, the infrastructure required to support any such separate metering and billing);
- B. decide to not engage an EV Network Operator to operate and manage the use of the EV Chargers, and operate and manage the EV Chargers itself;
- C. pay for all costs and expenses incurred in connection with charging electric vehicles (including electricity costs) and charge fees directly Strata Lot owners to recover some or all of such costs and expenses; or
- D. pay for all costs and expenses incurred in connection with charging electric vehicles (including electricity costs) and not charge fees to Strata Lot owner, in which case such costs and expenses will be pro-rated amongst the owners of all of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessment of each Strata Lot.

(g) *Bicycle/Storage Lockers and Bicycle Storage Rooms*

The Development is anticipated to contain approximately 75 bicycle/storage lockers (the “**Bicycle/Storage Lockers**”) which vary in size and will be allocated in the Developer’s sole discretion, to provide secured bicycle and/or other storage in the Parking Facility for owners and occupants of the Development. For clarity, approximately 54 of the Bicycle/Storage Lockers will consist of two adjacent bicycle lockers (each a Class A locker as required by the City) combined into a single “large” locker. The Bicycle/Storage Lockers will be located in various storage rooms (the “**Bicycle Storage Rooms**”) located in the Parking Facility, approximately as shown on the Preliminary Strata Plan attached hereto as **Exhibit A**. All of the Bicycle Storage Rooms, and individual Bicycle/Storage Lockers installed therein, will be designated as Common Property. It is intended that the individual Bicycle/Storage Lockers provided in the Bicycle Storage Rooms will be leased by the Beneficial Owner to the Parking Tenant pursuant to the Parking and Bicycle/Storage Lease and allocated for use by owners of the Strata Lots, in the Developer’s sole discretion, by partial assignment of the Parking and Bicycle/Storage Lease.

The Development is also anticipated to include 4 bicycle racks (“**Visitor Bicycle Racks**”) for the temporary parking of bicycles by residents, visitors and guests of the Development

on a “first-come, first-served” basis located at grade on the outdoor Common Property outside the Parking Facility.

The Strata Corporation will, upon its formation, be responsible for managing and administering the Bicycle Storage Rooms and the use thereof (subject to the allocations of Bicycle/Storage Lockers to owners of the Strata Lots pursuant to the Parking and Bicycle/Storage Lease and partial assignments thereof) and may adopt rules and regulations relating to same and may elect to operate the Bicycle Storage Rooms and the Bicycle/Storage Lockers therein, and the Visitor Bicycle Racks, in such manner as it sees fit, subject to the terms of the Parking and Bicycle/Storage Lease and the Bylaws.

(h) *Developer Storage Room*

The Developer, or its employees, agents, contractors or other persons authorized by the Developer, will be entitled to use the room (the “**Developer’s Storage Room**”) located in the Parking Facility and identified as “Developer’s Storage Room” on the Preliminary Strata Plan for the storage of materials relating to the Developer’s warranty obligations in connection with the Development and for such other purposes as the Developer may deem necessary or desirable, without interference from the Strata Corporation. Although the Strata Plan will designate the Developer’s Storage Room as Common Property, this designation will be subject to the Parking and Bicycle/Storage Lease.

The Parking Tenant will not grant a partial assignment of the Parking and Bicycle/Storage Lease in respect of the Developer’s Storage Room and accordingly, the Strata Corporation and the purchasers of the Strata Lots will not have any right to use the Developer’s Storage Room, until such time as the Developer, in its sole discretion, determines that it no longer requires the use of the Developer’s Storage Room at which time the Parking Tenant will grant a partial assignment of the Parking and Bicycle/Storage Lease in respect of the Developer’s Storage Room to the Strata Corporation and, thereafter, the Strata Corporation will be responsible for administering the use of the Developer’s Storage Room.

(i) *Access to Parking Facility*

The Parking Facility will be accessed by way of a vehicle access ramp with a single lane in each direction of travel. It is intended that the main entrance to the Parking Facility will be via the public lane (the “**Lane**”) located behind the Development, which is accessible via a parkade access ramp on the north-east corner of the Lands. Such access ramp, together with driveways, drive aisles, corridors and pedestrian routes within the Parking Facility will be Common Property of the Development.

It is currently anticipated that access to the Parking Facility via the Lane will be restricted by way of a single security gate located on Level P1 (the “**Security Gate**”), such that only the owners and occupants of the Strata Lots, their visitors and guests, the Strata Corporation and persons authorized by the Strata Corporation may open the Security Gate to gain access to, without limitation, the Visitor Parking Stalls, the Resident Stalls and the Bicycle Storage Rooms. The Strata Corporation will be responsible for the operation, repair and maintenance of the Security Gate, and any estimated annual costs of maintenance, repair and/or replacement thereof are included in the Proposed Interim Budget, attached as **Exhibit C**, and form part of the Estimated Monthly Assessments per Strata Lot, attached as **Exhibit D**.

(j) *Changes to Parking Facility*

The configuration, layout and size of the Parking Facility (including the configuration and location of the security gate(s) within the Parking Facility and number of levels in the

Parking Facility) and the total number and location of Parking Stalls (and different types of Parking Stalls), Bicycle/Storage Lockers, Bicycle Storage Rooms and Developer's Storage Room are subject to alteration by the Developer, and the Developer may designate as Parking Stalls, Bicycle/Storage Lockers, Bicycle Storage Rooms, Developer's Storage Room any portions of the Parking Facility which are not currently so designated, all without any compensation to the Strata Corporation and/or purchasers of the Strata Lots.

### 3.7 Furnishings and Equipment

#### (a) *Strata Lots*

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

- (i) refrigerator;
- (ii) gas cooktop;
- (iii) convection wall oven;
- (iv) hood fan;
- (v) microwave;
- (vi) dishwasher;
- (vii) washer and dryer;
- (viii) window coverings;
- (ix) installed and programmed alarm system; and
- (x) variable refrigerant flow condensing unit (each a "**VRF Unit**"), as more particularly described below in Section 3.7(c).

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

#### (b) *Warranty*

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

#### (c) *Heating and Cooling by way of VRF Units*

Each Strata Lot will be heated and cooled by way of a variable refrigerant flow split system and will be served by its own designated VRF Unit within the Development. It is anticipated the VRF Unit for the following Strata Lots only, will be located within the Limited Common Property (roof deck or ground floor patio) of such Strata Lot:

Strata Lots: 19, 20, 21, 23, 25, 26, 27, 28, 30, 32, 33, 34, 35, 37, 39, 40, 41, 42, 44, 46 and 47 (the "**VRF Unit Strata Lots**").

It is anticipated that the remaining Strata Lots (being those not listed above) will each have a designated VRF Unit installed within a designated area of the Parking Facility, accessible to the Strata Corporation, which will be appurtenant to and for the exclusive use of the applicable Strata Lot.

The Strata Corporation will be responsible for maintaining and repairing all VRF Units in the Development and, accordingly, any estimated annual costs of maintenance and/or repair of such units are included in the Proposed Interim Budget, attached as **Exhibit C**, and form part of the Estimated Monthly Assessments per Strata Lot, attached as **Exhibit D**. Accordingly, purchasers of a VRF Unit Strata Lot (as listed above) will be required to provide the Strata Corporation, and its agents and contractors, with temporary access to such owner's Strata Lot, as and when reasonably required, for the purpose of carrying out annual and periodic maintenance or repair of the VRF Unit and its components, in accordance with Bylaw 44, as described in Section 3.5(c) and attached hereto as **Exhibit E**. Each Strata Lot owner will be responsible for replacement, if required from time to time, of the designated VRF Unit serving their Strata Lot and for any associated costs and expenses.

### 3.8

#### Budget

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

- (i) Each Strata Lot owner will be responsible for real property taxes for his or her Strata Lot, in addition to, without limitation, utilities and services such as electricity, telephone, cable and internet. Property taxes are levied by and payable to the City.
- (ii) Real property taxes levied by the City in respect of the Common Property will form part of the Strata Corporation's operating budget and will be prorated amongst all of the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessment for each Strata Lot.
- (iii) Each Strata Lot will be heated and cooled through the VRF Unit serving such Strata Lot and all electricity costs incurred in the operation of such VRF Unit will be billed to and paid for by each Strata Lot owner directly as part of their general electricity consumption.
- (iv) Natural gas, water and sewage services supplied to the Strata Lots will be paid for by the Strata Corporation and the costs thereof will be prorated amongst all of the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessment for each Strata Lot.
- (v) Each owner of an In-Suite Hot Water Tank Strata Lot will be responsible for and will pay the costs of operation, repair, maintenance and replacement of the HWT System (as defined in Section 3.4(c)) located within such owner's Strata Lot, and providing hot water thereto, in accordance with **Exhibit N** and as more particularly described in Section 3.4(c).
- (vi) The shared costs arising from: (A) the repair, maintenance and replacement of the HWT System components located within the Common Property or Limited Common Property; and (B) all other costs associated therewith (except as provided in subsection (v) above), will be paid for by the Strata Corporation and allocated exclusively to all owners of the In-Suite Hot Water Tank Strata Lots only, in the proportion that the Unit Entitlement of each such respective Strata Lot bears to the aggregate Unit Entitlement of all Strata Lots of that particular type,

and included in the monthly assessment for each such Strata Lot, in accordance with **Exhibit N** and as more particularly described in Section 3.4(c).

- (vii) Each owner of a Central Heat Pump Strata Lot will be responsible for and will pay the costs of the repair, maintenance and replacement of the components of the CHP System (as defined in Section 3.4(c)) located within such owner's Strata Lot, and providing hot water thereto, in accordance with **Exhibit N** and as more particularly described in Section 3.4(c).
- (viii) The shared costs arising from: (A) the operation of the CHP System; (B) the repair, maintenance and replacement of the CHP System components located within the Common Property or Limited Common Property; (C) the electricity consumed in the operation of the CHP System; and (D) all other costs associated therewith (except as provided in subsection (vii) above), will be paid for by the Strata Corporation and allocated exclusively to all owners of the Central Heat Pump Strata Lots only, in the proportion that the Unit Entitlement of each such Strata Lot bears to the aggregate Unit Entitlement of all Strata Lots of that particular type, and included in the monthly assessment for each such Strata Lot, in accordance with **Exhibit N** and as more particularly described in Section 3.4(c).
- (ix) Electricity, water, sewer, gas, heating, cooling and other utilities supplied to the Common Property (including the Common Facilities) will be paid for by the Strata Corporation and the costs thereof will be prorated amongst all of the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessment for each Strata Lot.
- (x) It is anticipated that garbage collection and recycling services will be provided to the owners of the Strata Lots by the City or a private company not affiliated with the Developer, and that the cost of such services will be paid for by the Strata Corporation and the cost will be prorated to the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessment for each Strata Lot.
- (xi) The Strata Corporation will also pay for the operation and maintenance of the irrigation systems and the landscaped portions of the Common Property and the cost thereof will be prorated to the owners of the Strata Lots in accordance with the Unit Entitlement thereof and included in the monthly assessment for each Strata Lot.

Except as otherwise provided above, all utilities will be separately metered or assessed to each Strata Lot and will be the responsibility of each Strata Lot owner. In the future, the billing structure for natural gas and/or water consumption within each of the Strata Lots may change such that they may become separately metered and each owner will be billed separately for these charges accordingly.

Likewise, the billing structure for those utilities that are currently separately metered or assessed to each Strata Lot, as described herein, may change such that the Strata Corporation will be billed for these charges and the cost thereof will be prorated to all of the owners of the Strata Lots in accordance with their Unit Entitlement and included in each Strata Lots monthly assessments.

The Developer has made its best effort to estimate the rates charged by the various utilities or the City in preparing the Proposed Interim Budget attached as **Exhibit C** to this Disclosure Statement; however, these rates are subject to adjustments by the applicable billing authority.

(b) *Interim Budget*

As required under the *Strata Property Act*, the Developer will pay for all actual expenses of the Strata Corporation which accrue up to the end of the month in which the first conveyance of a Strata Lot to a purchaser occurs, following which the Strata Corporation must pay for all expenses of the Strata Corporation. The interim budget of estimated operating expenses (the “**Proposed Interim Budget**”) for the Strata Corporation for the 12-month period commencing on the first day of the month following the month in which the first conveyance of a Strata Lot to a purchaser occurs is attached as **Exhibit C** to this Disclosure Statement. The Proposed Interim Budget is based upon similar projects and current estimates.

Under the *Strata Property Act*, the owners of the Strata Lots are required to pay, each month, strata fees in respect of their strata lots’ shares of the total contributions budgeted for the Strata Corporation’s operating fund and contingency reserve fund, except that, if the strata corporation has identified different types of strata lots in a bylaw, the strata corporation may allocate operating costs that relate to and benefit only a particular type of strata lot, to the owners of strata lots of that particular type only on the basis of their relative unit entitlement. In accordance with the foregoing, and as more particularly described in Section 3.8(a), the Strata Corporation has allocated certain operating costs to the owners of the In-Suite Hot Water Tank Strata Lots only and certain operating costs to the owners of the Central Heat Pump Strata Lots only.

**Exhibit D** to this Disclosure Statement sets out the estimated monthly assessments for the Strata Lots (the “**Estimated Monthly Assessments per Strata Lot**”) during the period that the Proposed Interim Budget is in effect. The Estimated Monthly Assessments per Strata Lot are based on the Proposed Interim Budget and the proposed Unit Entitlement figures set out in **Exhibit B** to this Disclosure Statement. Operating expenses in the Proposed Interim Budget have been allocated to the owners of the Strata Lots in accordance with the *Strata Property Act* and the Bylaws of the Strata Corporation and included in their estimated monthly assessments. The actual monthly assessments for the period during which the Proposed Interim Budget is in effect will be calculated upon the finalization of the Unit Entitlement described in Section 3.1.

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

(c) *Contingency Reserve Fund*

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

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

(d) *Interim Budget Shortfalls*

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

These provisions of the *Strata Property Act* are subject to change, and these provisions only apply to the Proposed Interim Budget, and not to any subsequent annual budget for the Strata Corporation approved at the first annual general meeting of the Strata Corporation or any subsequent annual general meeting.

3.9 Utilities and Services

(a) *General*

The Development will be serviced by water supply, electricity, sanitary sewer, stormwater sewer, natural gas, fire protection, telephone, road access, wiring for high-speed internet access, cablevision, garbage disposal and recycling, some of which will be paid for by the Strata Corporation or the owners of the Strata Lots as provided in Section 3.8(a).

Each purchaser will be responsible for hook-up costs relating to electricity, telephone, internet and cable services for his or her Strata Lot.

It is anticipated that the patios, balconies or decks, as applicable, appurtenant to each Strata Lot will be equipped with one or more electrical receptacles, one or more outdoor water hose bibs and one outdoor natural gas bib for the exclusive use of such Strata Lot.

(b) *Telecommunications*

The Developer intends to enter into "access agreements" with Shaw Cable and/or Telus Communications or a competitor thereof in order to allow the occupants of the Development to receive communication services, should they wish to subscribe for them from such companies. Each purchaser will be responsible for individual Strata Lot hookup with communications and utilities suppliers and the cost of such services.

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

3.10 Strata Management Contracts

Prior to the completion of the first conveyance of a Strata Lot, the Developer intends to cause 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 proposed form of Management Contract which the Developer intends to enter into and cause the Strata

Corporation to assume, 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. The Property Manager appointed for the Development is subject to change in the Developer's sole discretion.

Under section 24 of the *Strata Property Act*, the Management Contract will automatically terminate on the date that is four weeks after the date of the second annual general meeting of the Strata Corporation (or any earlier termination date contained in the contract or agreed to by the parties), unless the Strata Corporation, by majority vote at the second annual general meeting, resolves to continue the Management Contract. Under section 39 of the *Strata Property Act*, the Management Contract may also be terminated at any time on two months' notice: (i) by the Strata Corporation if the cancellation is approved by a 3/4 vote at a meeting of the Strata Corporation, and (ii) by the Property Manager.

### 3.11 Insurance

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

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

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

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

Purchasers of Strata Lots will be responsible for arranging their own liability insurance and insurance on the contents of their own Strata Lots and any Parking Stall(s), Private Garage(s), Bicycle/Storage Locker(s) and/or Limited Common Property, as applicable, and insurance on improvements made to a Strata Lot by the purchaser and not the Developer and any other property not covered under the Strata Corporation's policy.

The Developer intends to maintain earthquake insurance coverage during construction of the Development. Upon filing of the Strata Plan in the Land Title Office, it is intended that the insurance that the Developer will obtain in the name of the Strata Corporation will include earthquake coverage. Earthquake coverage is not required under the *Strata Property Act*, the *Strata Property Act* Regulation, or the bylaws of the Strata Corporation.

### 3.12 Rental Disclosure Statement

Pursuant to the *Strata Property Act*, in order to preserve the right of the Developer and the right of subsequent owners of the Strata Lots to rent or lease the Strata Lots in the future, the Developer must (i) file with the Superintendent of Real Estate (the "**Superintendent**") before the Strata Lots are offered for sale a rental disclosure statement (the "**Rental Disclosure Statement**"), in Form J under the *Strata Property Act*, disclosing the Developer's intention to rent any of the Strata Lots



and (ii) give a copy of Rental Disclosure Statement to each prospective purchaser of a Strata Lot, before the purchaser enters into an agreement to purchase the Strata Lot. The Developer will reserve the right for itself and subsequent owners of the Strata Lots to rent or lease any or all of the Strata Lots by filing a Rental Disclosure Statement in respect of all of the Strata Lots with the Superintendent concurrently with the filing of this Disclosure Statement. A copy of the Rental Disclosure Statement is attached as **Exhibit H** to this Disclosure Statement.

#### 4. TITLE AND LEGAL MATTERS

##### 4.1 Legal Description

- (a) The Development will be located on certain lands located in Vancouver, British Columbia and currently legally described as follows:

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

(the "**Lands**").

- (b) Following the deposit of the Strata Plan in the Land Title Office in respect of the Lands, it is anticipated that the Strata Lots will be legally described generally as follows:

Strata Lots 1 – 47  
Block 1008 District Lot 526  
Group 1 New Westminster District  
Strata Plan EPS \_\_\_\_\_

together with an interest in the common property in proportion to the unit entitlement of the Strata Lots as shown on Form V.

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

##### 4.2 Ownership

The registered owner of the Lands is the Registered Owner (being Bosa Properties (West 49th Ave) Inc.). The Registered Owner holds legal title to the Lands as nominee, agent and bare trustee for and on behalf of the Beneficial Owner.

##### 4.3 Existing Encumbrances and Legal Notations

The legal notations and encumbrances set out in this Section 4.3 are, as of the date of this Disclosure Statement, registered against title to the Lands and, unless otherwise indicated, will remain registered against title to the Lands, Strata Lots and/or Common Property of the Development and bind purchasers following completion of the purchase and sale of Strata Lots.

- (a) *Legal Notations*

None.

(b) *Encumbrances*

(i) *Statutory Right of Way CA9134465, Covenant CA9134467 and Covenant CA9134469*

These encumbrances are a statutory right of way granted pursuant to section 218 of the *Land Title Act* (British Columbia) (the “**LTA**”) and covenants granted pursuant to section 219 of the LTA, each in favour of the City and included in a services agreement (the “**Services Agreement**”) between the registered Owner and the City. The Services Agreement requires the Registered Owner to, among other things, prior to the issuance of an occupancy permit for any building on the Lands, design, construct, install and complete certain improvements, road works, services, facilities, utilities, structures and landscaping and other works specified or required under the Services Agreement (collectively in this subsection, the “**Works**”). The statutory right of way provides that, among other things, the City may enter upon the Lands in order to: (i) inspect the Works, (ii) at the Registered Owner’s cost, undertake and complete certain portions of the Works at any stage in the development of the Lands; and (iii) at the Registered Owner’s cost, construct, install and complete any Works which the Registered Owner fails to properly carry out or complete in accordance with the construction schedule approved by the City. The Registered Owner covenants, among other things, that (A) it will not construct any building on the Lands and that no permit (including any building permit) will be issued in respect of any building on the Lands until the Registered Owner has delivered certain letters of credit to the City as required under the Services Agreement and obtained all necessary approvals, licenses and permits for the applicable phase of the Works; and (B) that no occupancy permit will be issued with respect any building on the Lands until such time as the Works have been constructed or installed to the satisfaction of the City engineer and any amount payable by the Registered Owner to the City under the Services Agreement has been paid in full.

(ii) *Priority Agreements CA9134466, CA9134468 and CA9134470*

These are priority agreements granting Statutory Right of Way CA9134465, Covenant CA9134467 and Covenant CA9134469 priority over Mortgage CA6491188 and Assignment of Rents CA6491189.

(iii) *Covenant CA9134471 and Covenant CA9134473*

These encumbrances are covenants granted pursuant to section 219 of the LTA, each in favour of the City and included in an energy reporting agreement (the “**Energy Reporting Agreement**”) between the Registered Owner and the City. The Registered Owner covenants, among other things, that the Registered Owner will (A) prior to the issuance of an occupancy permit for any building on the Lands, enter into a legally binding service agreement for a minimum of three years with a consultant who will provide assistance to the Registered Owner in relation to the fulfillment of the Energy Reporting Policy (as defined in the Energy Reporting Agreement), set up the ENERGY STAR Portfolio Manager account in order for the building to properly report energy use data and provide any other evidence that the City may reasonably require; and (B) complete energy reporting in accordance with Section 4.2 of the Energy Reporting Agreement and operate the Development in a manner that satisfies the requirements under the Energy Reporting Policy.

(iv) *Priority Agreements CA9134472 and CA9134474*

These are priority agreements granting Covenant CA9134471 and Covenant CA9134473 priority over Mortgage CA6491188 and Assignment of Rents CA6491189.

- (v) *Statutory Right of Way CA9134476, Covenant CA9134478, Covenant CA9134480 and Equitable Charge CA9134482*

These encumbrances are a statutory right of way granted pursuant to section 218 of the LTA, covenants granted pursuant to section 219 of the LTA and an equitable charge, each in favour of the City and included in a public access/building setback statutory right of way agreement (“**Public Access Agreement**”) between the Registered Owner and the City. The statutory right of way is granted pursuant to section 218 of the of the LTA in favour of the City over those portions of the Lands shown within bold outline on Plan EPP110451, a copy of which is attached to the Public Access Agreement (in this subsection, the “**SRW Area**”) for the purposes of permitting: (i) all members of the public to pass, be on and re-pass along and across the surface of the SRW Area; (ii) the City to enter on SRW Area to inspect the SRW Area and to perform the obligations of the Registered Owner under the Public Access Agreement if the Registered Owner fails to fulfill such obligations, such obligations include the design, construction and maintenance of a sidewalk system on the SRW Area and all other things and items necessary or desirable or incidental to a sidewalk system and which may including pavement or concrete or other surfaces, an appropriate base, supports, curbs, lighting, drainage systems and landscaping (collectively in this subsection, the “**Works**”); and (iii) the City to exercise, enforce and take the benefit of such by-laws, statutes and laws that could be exercised, enforced and taken the benefit of if the SRW Area were dedicated street or lane in the City. The covenant in Article 3 of the Public Access Agreement requires the Registered Owner to design the Works prior to the issuance of a development permit for the Lands and to construct the Works prior to the issuance of an occupancy permit for the Lands. The covenant in Article 4 of the Public Access Agreement requires the Registered Owner to maintain and repair the Works and the SRW Area and to take on all responsibility and liability associated with the use, occupation, existence, maintenance, repair and replacement of the Works. The equitable charge is security for payment of all sums which may be payable by the Registered Owner to the City under the terms of the Public Access Agreement.

- (vi) *Priority Agreements CA9134477, CA9134479, CA9134481 and CA9134483*

These are priority agreements granting Statutory Right of Way CA9134476, Covenant CA9134478, Covenant CA9134480 and Equitable Charge CA9134482 priority over Mortgage CA6491188 and Assignment of Rents CA6491189.

- (vii) *Statutory Right of Way CA9134484, Covenant CA9134486, Covenant CA9134488 and Equitable Charge CA9134490*

These encumbrances are a statutory right of way granted pursuant to section 218 of the LTA, covenants granted pursuant to section 219 of the LTA and an equitable charge, each in favour of the City and included in a pedestrian walkway statutory right of way agreement (the “**Pedestrian Walkway Agreement**”) between the Registered Owner and the City. The statutory right of way is granted in favour of the City over that portion of the Lands approximately shown within bold outline on the sketch plan attached to the Pedestrian Walkway Agreement (in this subsection, the “**Pedestrian Walkway SRW Area**”) for the purposes of permitting: (i) all members of the public to pass, be on and re-pass along and across the surface of the Pedestrian Walkway SRW Area; and (ii) the City to enter on Pedestrian Walkway SRW Area to inspect the Pedestrian Walkway SRW Area and to perform the obligations of the Registered Owner under the Pedestrian Walkway Agreement if the Registered Owner fails to fulfill such obligations (such obligations include the design, construction and maintenance of a public pedestrian walkway on the Pedestrian Walkway SRW Area and all other things and items necessary or desirable or incidental to a public pedestrian walkway and which may including pavement or concrete or other surfaces, an appropriate base, supports, curbs, lighting,

drainage systems and landscaping (collectively in this subsection, the “**Works**”). The covenants in Article 3 of the Pedestrian Walkway Agreement require, among other things, the Registered Owner to design the Works and have such designs approved by the City prior to the issuance of a development permit and or a building permit for the Lands and to construct the Works prior to the issuance of an occupancy permit for the Lands. The covenant in Article 4 in the Pedestrian Walkway Agreement requires the Registered Owner to maintain and repair the Works and the Pedestrian Walkway SRW Area, to keep the Pedestrian Walkway SRW Area lit, neat, tidy and safe and not to construct, install, place any fences, gates or other devices or items which may impede, restrict or limited access to the Pedestrian Walkway SRW Area by members of the public. The equitable charge is security for payment of all sums which may be payable by the Registered Owner to the City under the terms of the Pedestrian Walkway Agreement.

(viii) *Priority Agreements CA9134485, CA9134487, CA9134489 and CA9134491*

These are priority agreements granting Statutory Right of Way CA9134484, Covenant CA9134486, Covenant CA9134488 and Equitable Charge CA9134490 priority over Mortgage CA6491188 and Assignment of Rents CA6491189.

(ix) *Mortgage CA6491188 and Assignment of Rents CA6491189*

These encumbrances are a mortgage and assignment of rents (the “**CIBC Security**”) granted by the Registered Owner in favour of Canadian Imperial Bank of Commerce (“**CIBC**”) to secure financing provided by CIBC in connection with the costs of acquisition of the Lands, among other things.

(c) *Discharge of Certain Registered Encumbrances*

(i) The Developer will obtain from CIBC a partial discharge of the CIBC Security insofar as such mortgage and assignment of rents pertain to any particular Strata Lot, prior to, or within a reasonable period of time following the completion of the sale of such Strata Lot.

#### 4.4 Proposed Legal Encumbrances

The following additional encumbrances may be registered against the title to the Lands and/or the Strata Lots and/or the Common Property:

- (a) the Construction Security (as defined in Section 6.2);
- (b) any security required by, and granted in favour of, an insurer in connection with the issuance of a Deposit Insurance Contract (as defined and described more particularly in Section 7.1) issued by such insurer over the deposits made by purchaser of the Strata Lots which may be used by the Developer (which security will be discharged in respect of any Strata Lot within a reasonable period of time after the completion of the sale thereof);
- (c) leases, easements and other legal agreements relating to the Parking Facility including, without limitation, the following:
  - (i) the Parking and Bicycle/Storage Lease; and
  - (ii) the Parking Lease Encumbrance;
- (d) easement agreements which may be granted either in favour of the Developer by adjacent property owners, or by the Developer in favour of adjacent property owners, regarding the installation of undersurface anchor rods and shoring works on or under the

Lands or adjacent lots, and/or relating to temporary rights of encroachment by the boom of an overhead crane through the air space above the Development, and similar or related works and encroachments in connection with construction of improvements on adjacent lots, if applicable;

- (e) easement agreements with one or more adjacent property owners which permit the Developer or adjacent property owners, the right to access the adjacent lot(s) or the Lands for the purposes of inspecting, maintaining, replacing and cleaning the exterior of the building on the Lands or adjacent lot(s) from time to time.
- (f) any new legal notations, covenants, easements, statutory rights of way, agreements or other encumbrances required pursuant to the terms of any of the Encumbrances described in Section 4.3 and/or this Section 4.4;
- (g) any amendments to, or modifications or replacements of, some or all of the Encumbrances registered against title to the Lands, as described in Section 4.3 and/or this Section 4.4;
- (h) any and all such non-financial and equitable charges (which may include financial obligations, for example, to insure, maintain and repair) as may be required by the City, other governmental authorities or utilities in connection with the development of the Lands;
- (i) any and all such rights of way, easements, restrictive covenants, dedications and other rights or restrictions as may be required by or to be granted in favour of the City, BC Hydro, Shaw, Telus, FortisBC, TransLink, other cablevision and telecommunication suppliers and/or any other applicable governmental authority or public or private utility or deemed necessary or advisable by the Developer in connection with the Development;
- (j) development financing from one or more lenders which may be secured by one or more mortgages and assignments of rents registered against the Lands;
- (k) all encumbrances required or deemed necessary by the City and/or Her Majesty the Queen in Right of the Province of British Columbia to be registered against title to the Lands in connection with the approval of all development, building and occupancy permits relating to the Development; and
- (l) a notice that the Lands are subject to a development permit issued by the City.

#### 4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation or liabilities in respect of the Lands or the Development or against the Developer that may affect the Strata Corporation or the Strata Lot owners.

#### 4.6 Environmental Matters

The Developer is not aware of any material facts relating to flooding, the condition of soil and subsoil or other environmental matters which may affect the Lands or the Development.

## 5. CONSTRUCTION AND WARRANTIES

### 5.1 Construction Dates

The Developer currently estimates that commencement of construction of the Development (meaning the date of commencement of excavation of the Lands for the purpose of constructing the Development) will occur between March 1, 2022 and May 31, 2022.

The Developer currently estimates that construction of the Development will be completed (as such term is defined in Policy Statement 1, as described below) between December 1, 2023 and February 29, 2024.

Policy Statement 1 ("**Policy Statement 1**") issued by the Superintendent of Real Estate under the *Real Estate Development Marketing Act* (British Columbia) (the "**Real Estate Development Marketing Act**") defines 'completion of construction' as 'the first date that a development unit within the development property may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis.'

The foregoing date ranges for commencement and completion of construction are estimates only and may vary, subject to the provisions of the contracts of purchase and sale for the Strata Lots. In particular, depending on governmental approvals, construction schedules, financing arrangements, market conditions and other factors, the Developer may advance the estimated date ranges for commencement or completion of construction to earlier dates, or delay the estimated date ranges for commencement or completion of construction to later dates (or any combination of the foregoing).

The estimated date range for completion of construction set out should not be relied upon by purchasers of Strata Lots for determining the closing date of their purchases.

The actual completion date for the sale and purchase of each Strata Lot will be determined in accordance with the contract of purchase and sale entered into by the purchaser in respect of such Strata Lot (as described more particularly in Section 7.2), and such closing date may occur sooner or later than the estimated date range for completion of construction indicated above.

### 5.2 Warranties

(a) The Developer will obtain home warranty insurance coverage for the Strata Lots from a warranty provider in accordance with the requirements of the *Homeowner Protection Act* (British Columbia) in respect of the following:

(i) The minimum coverage for the 2-year materials and labour warranty is as follows:

A. in the first 12 months<sup>1</sup>, for other than the Common Property, common facilities and other assets of the Strata Corporation:

(1) coverage for any defect in materials and labour; and

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

- (2) coverage for a violation of the Building Code;<sup>2</sup>
- B. in the first 15 months, for the Common Property, common facilities and other assets of the Strata Corporation:
  - (1) coverage for any defect in materials and labour; and
  - (2) coverage for a violation of the Building Code;<sup>2</sup> and
- C. in the first 24 months:
  - (1) coverage for any defect in materials and labour supplied for the electrical, plumbing, heating, ventilation and air conditioning delivery and distribution systems;
  - (2) coverage for any defect in materials and labour supplied for the exterior cladding, caulking, windows and doors that may lead to detachment or material damage to the Strata Lot or Common Property;
  - (3) coverage for any defect in materials and labour which renders the Strata Lot or the Common Property unfit to live in; and
  - (4) coverage for a violation of the Building Code.<sup>2</sup>
- (ii) The minimum coverage for the building envelope warranty is five years for defects in the building envelope of the Strata Lot or the Common Property including a defect which permits unintended water penetration such that it causes, or is likely to cause, material damage to the Strata Lot or the Common Property.
- (iii) The minimum coverage for the structural defects warranty is ten years. "Structural defect" means (i) any defect in materials and labour that results in the failure of a load-bearing part of the new home, and (ii) any defect that causes structural damage that materially and adversely affects the use of the new home for residential occupancy.
- (b) The foregoing is the only warranty coverage the Developer intends to provide to the purchasers of the Strata Lots.
- (c) The Developer may disclose to prospective purchasers of Strata Lots the commencement and expiry dates of the home warranty insurance coverage described above with respect to the Common Property (or portions thereof) by providing an addendum to such purchasers' contracts of purchase and sale. Accordingly, purchasers should carefully review any such addendum before entering into a contract of purchase and sale.

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<sup>2</sup> Subject to section 1(2) of Schedule 3 of the *Homeowner Protection Act Regulation* which provides as follows:  
 Non-compliance with the Building Code is considered a defect covered by home warranty insurance if the non-compliance:

- (a) constitutes an unreasonable health or safety risk, or
- (b) has resulted in, or is likely to result in, material damage to the Strata Lot or the Common Property.

5.3 Previously Occupied Building

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

6. APPROVALS AND FINANCING

6.1 Development Approval

- (a) The Rezoning Bylaw, as described in Section 2.2, received final adoption by City Council on July 20, 2021. The Zoning Bylaw, as amended by the Rezoning Bylaw, permits the form of the Development.
- (b) The City has not yet issued a development permit with respect to the Development. The construction of the Development has been approved in principle by the City, as the City has provided written confirmation to the Developer that a development permit will be issued with respect to the Development once certain conditions are satisfied, all of which conditions are within the control of the Developer.
- (c) Notwithstanding the generality of the foregoing, the Developer may in its sole discretion elect to apply to the City for a development permit minor amendment (the “**Development Permit Minor Amendment**” or “**DPMA**”) for approval to construct each of the Rooftop Deck Strata Lots with an Alternate Rooftop Access, as more particularly described in Section 3.4(e).
- (d) The City has not yet issued a building permit with respect to the Development. The estimated date for the issuance of a building permit for the Development is on or before the date that is no later than twelve months after the date that this Disclosure Statement is filed with the Superintendent. Once such a building permit for the Development has been issued, the Developer will file with the Superintendent an amendment to this Disclosure Statement that sets out the particulars of the issued building permit and will deliver a copy of such amendment to each purchaser which is entitled to receive same. For clarity, a “building permit” includes one of multiple or staged building permits issued by the City with respect to the Development.

6.2 Construction Financing

The Developer has not yet obtained a commitment for construction financing (the “**Construction Financing**”) for the Development from a financial institution or other lender (the “**Construction Lender**”). The Developer estimates that it will receive a financing commitment in respect of the Construction Financing on or before the date which is twelve months after the date on which the Developer files this Disclosure Statement with the Superintendent. Once the Developer obtains a satisfactory financing commitment with respect to the Development, the Developer will file with the Superintendent an amendment to this Disclosure Statement that sets out the particulars of the satisfactory financing commitment and will deliver a copy of such amendment to each purchaser which is entitled to receive same.

Following receipt of a commitment for Construction Financing, titles to the Lands and the Strata Lots may be subject to mortgages and assignments of rents and/or any other security (collectively, the “**Construction Security**”) which is reasonably required by the Construction Lender in connection with the Construction Financing. The Construction Lender will provide a partial discharge of the Construction Security, insofar as it pertains to any particular Strata Lot, within a reasonable period of time after the completion of the sale of such Strata Lot, upon receipt by the Construction Lender of a specified or predetermined amount from the proceeds of the sale of such Strata Lot.



7. MISCELLANEOUS

7.1 Deposits

Subject to legal remedies in respect of defaults under a contract of purchase and sale entered into by the purchaser in respect of a Strata Lot, and except as otherwise provided in this Section 7.1, where required under the *Real Estate Development Marketing Act*, all deposits and other monies received from a purchaser of a Strata Lot will be held in trust by the Developer's lawyers, specified in the Purchase Agreement (as defined and more particularly described in Section 7.2), in the manner required and in accordance with the requirements of the *Real Estate Development Marketing Act* until such time as:

- (a) the Strata Plan is deposited in the Land Title Office;
- (b) the approvals required for the lawful occupation of the Strata Lot have been obtained; and
- (c) an instrument evidencing the interest of the purchaser in the Strata Lot has been filed for registration in the Land Title Office.

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

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

7.2 Purchase Agreement

The Developer intends to offer each Strata Lot for sale generally in conformance with the terms and conditions of the Developer's standard form of contract of purchase and sale (the "**Purchase Agreement**"), and such other terms as may be negotiated between the Beneficial Owner, as seller, and a purchaser. A copy of the Purchase Agreement is attached as **Exhibit I** to this Disclosure Statement. The Beneficial Owner in this Section 7.2 is referred to as the "**Seller**" to be consistent with the terms of the Purchase Agreement. The defined term "**Buyer**" under this Section 7.2 is a reference to the purchaser under the Purchase Agreement. The form of the Purchase Agreement may be modified from time to time by the Developer and may be modified by agreement between any Buyer and the Seller.

*Deposit*

- (a) Pursuant to Section 1.1 of Part 2 of the Purchase Agreement, all interest earned on the Deposit (as defined in the Purchase Agreement) will in all cases 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.
- (b) Pursuant to Section 1.2 of Part 2 of the Purchase Agreement, subject to any release of the Deposit pursuant to a Deposit Protection Contract, the Deposit will be dealt with as follows:

- (i) if the Buyer completes the purchase of the Strata Lot in accordance with the terms and conditions of the Purchase 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;
- (ii) if the Buyer does not give proper notice to the Seller pursuant to and in accordance with Section 2.2 or Section 3.2 of Part 2 of the Purchase Agreement (as described in Sections 7.2(d) and 7.2(h) below) and the Buyer fails to complete the purchase of the Strata Lot in accordance with the terms and conditions of the Purchase 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;
- (iii) if the Buyer does not give notice pursuant to and in accordance with Section 2.2 or Section 3.2 of Part 2 of the Purchase Agreement (as described in Sections 7.2(d) and 7.2(h) below) and the Seller fails to complete the sale of the Strata Lot in default of its obligations under the Purchase Agreement, 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
- (iv) 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); (B) if the Buyer gives notice to the Seller pursuant to and in accordance with Section 3.2 of Part 2 of the Purchase Agreement (as described in Section 7.2(h) below) and the Seller does not give the Adjustment Waiver Notice (as defined in Section 7.2(h) below); (C) if the Seller terminates this Agreement by giving notice to the Buyer pursuant to Section 7.2 or Section 7.3 of Part 2 of the Purchase Agreement (as described in Section 7.2(i) below); (D) if the Seller terminates this Agreement pursuant to Section 8.2 of Part 2 of the Purchase Agreement; or (E) if the Buyer delivers to the Seller a notice of cancellation of this Agreement pursuant and in accordance with Section 9.2 or Section 9.3 of Part 2 of the Purchase Agreement (as described in Sections 7.2(l) through (p) inclusive below).

*Completion/Termination/Extension*

- (c) Pursuant to Section 2.1 of Part 2 of the Purchase Agreement, 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 Solicitor 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:
- (i) the Seller has received oral or written permission from the City to occupy the Strata Lot, regardless of whether or not such permission is temporary, conditional or final; and
  - (ii) a separate title for the Strata Lot has been issued by the Land Title Office.

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.

- (d) 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 last to occur of: (i) the date permission is given by the City to occupy the Strata Lot; and (ii) the date the Strata Plan creating the Strata Lot is submitted for filing in the Land Title Office. Notwithstanding the foregoing:
- (i) if the Seller is delayed pursuant to Section 2.4 of Part 2 of the Purchase Agreement (as described in Section 7.2(f) below), then the Outside Date will be extended in accordance with therewith; and
  - (ii) the Seller may, at its option, exercisable by notice to the Buyer, in addition to any extension pursuant to the provision described in Section 7.2(d)(i) and whether or not any delay described in Section 7.2(d)(i) has occurred, elect to extend the Outside Date for three periods, each up to 120 days.

If either the Seller or the Buyer terminates the Purchase Agreement pursuant to Section 2.2 of Part 2 of the Purchase Agreement, the Deposit, excluding interest earned thereon, will be forthwith returned to the Buyer, and the Buyer acknowledges and agrees that the Purchase 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 the Purchase 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.

- (e) Pursuant to Section 2.3 of Part 2 of the Purchase Agreement, the Buyer:
- (i) acknowledges and agrees that the Completion Date will be established by the Seller in accordance with Section 7.2(c), notwithstanding the estimated date range (the “**Estimated Construction Completion Date Range**”) for completion of construction of the Development as set out in this Disclosure Statement;
  - (ii) 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;
  - (iii) 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;
  - (iv) 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 the Purchase 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;
  - (v) acknowledges, confirms and agrees that the Buyer’s decision to enter into and to perform the terms of the Purchase Agreement is not predicated upon whether or not the actual Completion Date occurs before, during or after the Estimated Construction Completion Date Range; and
  - (vi) 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.
- (f) Pursuant to Section 2.4 of Part 2 of the Purchase Agreement, if the Seller is delayed in completing the construction of the Strata Lot, filing of the final Strata Plan, performing any obligation by an estimated date or performing any other obligation under the Purchase Agreement (including, without limitation, rectifying any Identified Deficiencies (as defined in the Purchase Agreement) 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, the dates for satisfaction or waiver of the Seller’s Conditions (as described in Section 7.2(i) below) (if applicable), any estimated date by which the Seller intends to perform an obligation under the Purchase Agreement and any date by which the Seller must perform an obligation under the Purchase 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.

- (g) Pursuant to Section 2.7 of Part 2 of the Purchase Agreement, the Strata Lot shall be at the risk of the Seller until and including the day preceding the Completion Date and at the risk of the Buyer from and including the Completion Date.
- (h) Pursuant to Section 3.2 of the Purchase Agreement, the Buyer acknowledges that the total expected habitable area (the “**Expected Area**”) of the Strata Lot as shown on the Preliminary Strata Plan (and the room measurements as shown in any advertising material) are approximate only and may vary from the total actual area (the “**Actual Area**”) of the Strata Lot as shown on the final Strata Plan registered in the Land Title Office. The Buyer and the Seller agree that: (a) if the proportion by which the Actual Area varies from the Expected Area (the “**Variance**”) is less than 5%, then there will be no adjustment to the Purchase Price in connection with the Variance; (b) if the Variance exceeds 5% (and provided the Purchase Agreement has not been terminated pursuant to items (c) or (d) below), then the Purchase Price will be increased or decreased, as the case may be, by the Adjustment Factor (as hereinafter defined) per square foot in respect of that part of the Variance which exceeds 5%; (c) if the Actual Area is less than the Expected Area and the Variance exceeds 10%, then the Buyer may, by giving written notice to the Seller, terminate this Agreement; (d) If the Actual Area exceeds the Expected Area and the Variance exceeds 10%, then the Buyer may, by giving written notice to the Seller, terminate this Agreement, except that if within five (5) business days after receipt of such notice from the Buyer, the Seller gives notice (the “**Adjustment Waiver Notice**”) to the Buyer that the Seller waives the adjustment to the Purchase Price contemplated in item (b) above in respect of the Variance, then the Purchase Agreement will not terminate and there will be no adjustment to the Purchase Price in connection with the Variance and the Buyer will remain obligated to complete the purchase of the Strata Lot on the Completion Date in accordance with the Purchase Agreement. In this Section “**Adjustment Factor**” means the price per square foot determined by dividing the Purchase Price noted in Section 7 of Part 1 of the Purchase Agreement by the Expected Area. The Buyer acknowledges and agrees that no Variance 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, except as set out in this section of the Purchase Agreement. For greater certainty, the Buyer acknowledges and agrees that the foregoing Variance adjustment will not in any event apply to any differences between the expected areas of any Limited Common Property designated for the Strata Lot (including, without limitation, any balconies, patios or decks) as shown on the Preliminary Strata Plan (and the room measurements as shown in any advertising material).
- (i) Pursuant to Section 7.1 of Part 2 of the Purchase Agreement, the obligation of the Seller to sell the Strata Lot to the Buyer hereunder is subject to the following conditions (each, a “**Seller’s Condition**” and collectively, the “**Seller’s Conditions**”):
  - (i) that, prior to earlier of (i) the date that is 12 months after the date on which the Developer filed this Disclosure Statement with the Superintendent and (ii) the earliest date on which both the Building Permit Amendment and the Financing Amendment (as defined in Sections 7.2(l) and 7.2(n) respectively) have been filed with the Superintendent, the Seller is satisfied, in its sole discretion, with the costs of construction of the Development and the economic feasibility of proceeding with the Development;
  - (ii) that, on or before May 1, 2023, the Seller has entered into binding Purchase Agreements, on terms acceptable to the Seller, with other Buyers for the sale of

not fewer than 35 Strata Lots within the Development (being 75% of the total number of Strata Lots); and

- (iii) that, on or before November 1, 2023, the Seller has entered into binding Purchase Agreements, on terms acceptable to the Seller, with other Buyers for the sale of not fewer than 40 Strata Lots within the Development (being 85% of the total number of Strata Lots).

Pursuant to Section 7.2 of Part 2 of the Purchase Agreement, the Seller's Conditions are for the sole benefit of the Seller and each may be waived unilaterally by the Seller in its sole discretion at any time on or prior to the time set forth for satisfaction of the same. Each Seller's Condition will be deemed to have been waived within the time set forth if the Buyer or the Buyer's solicitor has not received, within fourteen (14) business days following the respective date on which each such Seller's Condition is to be satisfied, notification from the Seller that such Seller's Condition has not been satisfied or waived. In the event the Seller provides notice within such fourteen (14) business day period that such Seller's Condition is not waived or satisfied, the Deposit, excluding interest earned thereon, will be forthwith returned to the Buyer, and the Buyer acknowledge and agrees that the Purchase 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 the Purchase 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 Section 7.2 of Part 2 of the Purchase Agreement will constitute a complete defence to any claim which may be made by the Buyer against the Seller.

Pursuant to Section 7.3 of Part 2 of the Purchase Agreement, without limiting any of the Seller's rights contained in the Purchase Agreement, the Seller, acting in its sole discretion, may, by giving ten (10) business days' written notice to the Buyer or the Buyer's solicitors, elect to terminate this Agreement at any time prior to the date the Seller delivers the Completion Notice to the Buyer, if:

- (i) the Seller re-designs the Development in such a manner that the layout, location, design and/or estimated area of the Strata Lot subject to the Purchase Agreement or the Development is, in the Seller's sole opinion, significantly different than as set out in this Disclosure Statement; or
- (ii) after thirty (30) days of the date on which any Deposit is due, the Seller has not received at least 90% of all deposit payments due from Buyers of Strata Lots in the Development in accordance with the binding Purchase Agreements between such Buyers and the Seller; or
- (iii) the introduction, adoption or implementation of, or any change in, or in the interpretation of, any law, regulation or guideline of the municipal, provincial or federal governmental authority (whether or not having the force of law), materially impacts, in the Seller's sole determination, the costs of construction of the Development or the economic feasibility and/or viability of proceeding with, or completing the construction, of the Development,

whereupon the Deposit, excluding interest earned thereon, will be forthwith returned to the Buyer, and the Buyer acknowledges and agrees that the Purchase 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 the Purchase 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 Section 7.3 of Part 2 of the Purchase Agreement will constitute a complete defence to any claim which may be made by the Buyer against the Seller.

Pursuant to Section 7.4 of Part 2 of the Purchase Agreement, the Buyer agrees not to revoke its accepted offer to purchase contained herein while the Purchase Agreement remains subject to any of the Seller's Conditions or the termination rights in favour of the Seller set out in Section 2.2 and Section 7.3 of Part 2 of the Purchase Agreement.

- (j) 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 (including any portion of the Deposit or the balance 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 portion of the Deposit then paid, together with all accrued interest thereon, will be absolutely forfeited to the Seller on account of damages (the parties hereby agreeing that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) 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 unpaid balance of the Deposit and additional damages; or
  - (ii) elect to extend the date for payment or the completion date of the transaction contemplated by the Purchase Agreement or, in the event of a late payment of a portion of the Deposit, extend the date for payment of such portion of the Deposit, in each case 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 such portion of the Deposit (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 Section 7.2(j)(ii), then the Seller may at any time thereafter elect to terminate the Purchase Agreement pursuant to Section 7.2(j)(i) or permit one or more further extensions pursuant to Section 7.2(j)(ii). Furthermore, the Seller may terminate the Purchase Agreement in accordance with Section 7.2(j)(i) at any time during the continuance of the default by the Buyer, even if the Seller has previously elected not to terminate the Purchase Agreement.

Should any extension for completion pursuant to Section 7.2(j)(ii) 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 the Purchase Agreement.

- (k) Pursuant to Section 8.2 of Part 2 of the Purchase Agreement, the Seller may in its sole discretion terminate the Purchase 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 the portion of the Deposit that has been paid will be returned to the Buyer and the Buyer will have no further claims against the Seller.

*Building Permit Amendment/Financing Permit Amendment*

- (l) Pursuant to Section 9.2(b) of Part 2 of the Purchase Agreement, the Buyer may cancel the Purchase Agreement for a period of seven days after receipt of an amendment to the Disclosure Statement that sets out particulars of the issued building permit in respect of the Development (the “**Building Permit Amendment**”) if the layout or size of the applicable strata lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit.
- (m) Pursuant to Section 9.2(c) of Part 2 of the Purchase Agreement, if the Building Permit Amendment is not received by the Buyer within 12 months after the date that this Disclosure Statement was filed, the Buyer may at the Buyer’s option cancel the Purchase Agreement at any time after the end of that 12 month period until the Building Permit Amendment is received by the Buyer, at which time the Buyer may cancel the Purchase Agreement for a period of seven days after receipt of the Building Permit Amendment only if the layout or size of the applicable strata lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit.
- (n) Pursuant to Section 9.3(b) of Part 2 of the Purchase Agreement, if an amendment to this Disclosure Statement that sets out particulars of a satisfactory financing commitment in respect of the Development (the “**Financing Amendment**”) is not received by the Buyer within 12 months after the date that this Disclosure Statement was filed, the Buyer may at his or her option cancel the Purchase Agreement at any time after the end of that 12 month period until the Financing Amendment is received by the Buyer.
- (o) Pursuant to Sections 9.2(d) and 9.3(c) of Part 2 of the Purchase Agreement, the amount of the Deposit to be paid by the Buyer prior to receiving the Building Permit Amendment and the Financing Amendment, respectively, is no more than 10% of the Purchase Price; and
- (p) Pursuant to Sections 9.2(e) and 9.3(d) of Part 2 of the Purchase Agreement, all deposits paid by the Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer given pursuant to the provision described in Section 9.2 or Section 9.3 of Part 2 of the Purchase Agreement, as respectively.



## Assignments

- (q) Sections 5.1 and 5.2 of Part 2 of the Purchase Agreement provide as follows:
- (i) In accordance with section 20.3(1) of *Real Estate Development Marketing Act* 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:
    - A. Without the Seller's prior consent, any assignment of the Purchase Agreement is prohibited.
    - B. 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.
    - C. Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.
  - (ii) Pursuant to section 20.3(1) of *Real Estate Development Marketing Act* 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 an assignment of the Purchase 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:

    - (a) the party's identity;
    - (b) the party's contact and business information;
    - (c) 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.
  - (iii) Without limiting anything set out in the provisions described in Sections 7.2(q)(i) and 7.2(q)(ii) above, prior to the Seller consenting to any assignment of the Purchase 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**").
  - (iv) If the Seller consents to any assignment of the Purchase Agreement, the Buyer will cause the parties to the assignment agreement to forthwith deliver to the Developer 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 *Real Estate Development Marketing Act* or the REDMA Regulation.

- (v) 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 the Purchase Agreement and/or any assignment or proposed assignment of the Purchase Agreement, with the administrator designated under the *Property Transfer Tax Act* (British Columbia) and (ii) disclose the Prescribed Information and Records and such other information and records to such persons as may otherwise be required by law.
  - (vi) Forthwith upon the request of the Seller, the Buyer will provide, and will cause any assignee or proposed assignee of the Purchase Agreement to provide, such other information and records as the Seller may require or desire in connection with any assignment or proposed assignment of the Purchase Agreement, including information regarding the Buyer, the assignee or proposed assignee and/or the assignment or proposed assignment of the Purchase Agreement. The Buyer acknowledges that *Real Estate Development Marketing Act* 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 Developer in relation to such obligations and requirements.
  - (vii) For greater certainty, and notwithstanding anything else in the provision described in this Section 7.2(q), the notices, terms and conditions in this Section 7.2(q) do not: (i) constitute consent by the Seller to any assignment of the Purchase Agreement; (ii) obligate the Seller to consent to any assignment of the Purchase Agreement; or (iii) derogate from, diminish, limit, amend or affect the Seller's right to withhold its consent to any assignment of Purchase Agreement in the Seller's sole and unfettered discretion in accordance with the terms of the Purchase Agreement.
- (r) Pursuant to Section 5.3 of Part 2 of the Purchase Agreement:
- (i) Notwithstanding Sections 5.1 and 5.2 of Part 2 of the Purchase Agreement (which for greater certainty are described in Section 7.2(q)) or anything else to the contrary in the Purchase Agreement, the Buyer may only assign the Buyer's interest in the Strata Lot or in the Purchase Agreement or direct the transfer of the Strata Lot to any other or additional party with the 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 therein.
  - (ii) If, following the Buyer's delivery to the Seller of the Prescribed Information and Records required by the Seller pursuant to *Real Estate Development Marketing Act* 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 the Purchase Agreement or directs the transfer of the Strata Lot to any other or additional party the Buyer will pay an assignment fee (the "**Assignment Fee**") in the amount equal to three percent (3%) of the total Purchase Price (as set out in Section 7 of Part 1 of the Purchase Agreement), plus GST and any 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 the Purchase Agreement in the Condo and Strata Assignment Integrity Register ("**CSAIR**"), and such CSAIR Fees will be added to the statement of adjustments.

- (iii) 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.
- (iv) 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:
  - A. the Buyer or the assignee has provided to the Seller the applicable Assignment Fee payable in accordance with Section 5.3(b) of Part 2 of the Purchase Agreement (as described in Section 7.2(r)(ii) above) in respect of such assignment;
  - B. 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 *Real Estate Development Marketing Act*;
  - C. 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
  - D. 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.
- (v) The Buyer will not be permitted to, and will not, request the Seller's consent to any assignment of this Agreement:

- A. unless and until the Seller has satisfied or waived all of the Seller's Conditions set out in Section 7.1 of Part 2 of the Purchase Agreement (as described in Section 7.2(i) above);
  - B. if any portion of the Deposit has not been paid as required under the Purchase Agreement;
  - C. if the Seller has previously consented to an assignment of the Purchase Agreement;
  - D. 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 may be amended from time to time);
  - E. at any time after delivery of the Completion Notice; and/or
  - F. if the Buyer has not complied with the marketing restrictions set out in Section 6.1 of Part 2 of the Purchase Agreement (as described in Section 7.2(s) below).
- (vi) No assignment by the Buyer of the Buyer's interest in the Strata Lot or the Purchase Agreement or direction of transfer to any other person shall have the effect of releasing the Buyer from any of the Buyer's obligations or liabilities under the Purchase Agreement.
- (vii) Regardless of whether or not the Seller consents in writing to an assignment of the Buyer's interest in the Purchase Agreement, in accordance with Section 7.1 therein, the Buyer will not, under any circumstances, assign the Buyer's interest in the Purchase Agreement in a manner that qualifies as an "avoidance transaction" as such term is defined under the *Property Transfer Tax Act*.
- (viii) The Buyer hereby releases and shall indemnify the Seller, the Seller's partners, the Registered and their respective directors, officers, employees, agents, contractors and representatives (collectively, 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, *Real Estate Development Marketing Act*, the *Property Transfer Tax Act* or any regulation thereunder in connection with an assignment of the Buyer's interest in the Purchase 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 the Purchase Agreement or the termination of the Purchase Agreement.
- (s) Pursuant to Section 6.1 of Part 2 of the Purchase Agreement:
- (i) 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 the Purchase 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 the Purchase Agreement by the Buyer; or (C) enter into any listing agreement concerning the sale of the Strata Lot, or the assignment of the Purchase 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.

- (t) Pursuant to Policy Statement 16 issued by the Superintendent of Real Estate pursuant to the *Real Estate Development Marketing Act* (British Columbia), the following terms and notice are required to be included in this Section 7.2 effective as of January 1, 2019:

Without the developer’s prior consent, any assignment of a purchase agreement is prohibited.

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.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

Before the developer consents to an assignment of a purchase agreement, the developer 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:

- (a) the party’s identity;
- (b) the party’s contact and business information;
- (c) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer 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.

- (u) For greater certainty, the terms and notice set out in Section 7.2(t), and the inclusion thereof in this Section 7.2, do not: (A) constitute consent by the Seller to any assignment of any Purchase Agreement; (B) obligate the Seller to consent to any assignment of any Purchase Agreement; or (C) derogate from, diminish, limit, amend, modify or affect the terms and conditions of the Purchase Agreement or the Seller’s right to arbitrarily withhold its consent to any assignment of any Purchase Agreement in the Seller’s sole and unfettered discretion in accordance with the terms of the Purchase Agreement.

*Expanded Development*

- (v) Pursuant to Section 9.4 of Part 2 of the Purchase Agreement:
- (i) the Buyer acknowledges having read and understood the information set out in this Disclosure Statement (including, without limitation, Section 3.4(e)) and the

Purchase Agreement with respect to the potential of Alternate Rooftop Access for Rooftop Deck Strata Lots; and

- (ii) the Buyer acknowledges and agrees that: (i) such arrangements as described in this Disclosure Statement are subject to change in the discretion of the Seller; (ii) the City may or may not approve the Alternate Rooftop Access, and the Seller may or may not elect to construct the Alternate Rooftop Access, and that unless and until the City approves the Alternate Rooftop Access and the Seller elects to proceed with the same, the Rooftop Deck Strata Lots will be constructed with the Approved Rooftop Access; (iii) regardless of whether the Seller constructs the Approved Rooftop Access or the Alternate Rooftop Access, the Purchase Agreement will remain in full force and effect as a contract of purchase and sale with respect to the Strata Lot (whether or not the Strata Lot is a Rooftop Deck Strata Lot), binding upon the parties thereto in accordance with its terms; and (iv) the Buyer confirms that the matters described in Section 9.4 of Part 2 of the Purchase Agreement and the matters described in this Disclosure Statement with respect to the Alternate Rooftop Access are not material to the Buyer proceeding with the transaction contemplated in the Purchase Agreement, and the Buyer consents to the Seller proceeding with construction of the Rooftop Deck Strata Lots with the Approved Rooftop Access or the Alternate Rooftop Access, as determined by the Seller in its sole and unfettered discretion. The Buyer releases any claim or action it has or ever may have against the Seller or the Registered Owner in respect of the foregoing. This release will not merge on the Completion Date and may be pleaded in by the Seller as a complete defence to any claim made by the Buyer in this regard.

7.3 Developer's Commitments

The Developer intends to enter into, or cause the Strata Corporation to enter into, such agreements as the Developer deems necessary or desirable for the proper operation and maintenance of the Development. Other than as disclosed herein, there are no commitments made by the Developer that are to be met after completion of the sale of a Strata Lot, except for those set out in Section 7.4(a).

7.4 Other Material Facts

(a) *Other Contracts Affecting the Development*

In addition to the agreements and contracts contemplated elsewhere in this Disclosure Statement, the Developer may enter into and cause the Strata Corporation to assume, or may cause the Strata Corporation to enter into directly, some or all of the following contracts:

- (i) contracts with third parties for the provision of services to the Development, including, without limitation, the following: building envelope inspection and review, garbage collection, window cleaning, landscaping maintenance, fire alarm system monitoring and maintenance, mechanical systems maintenance and other maintenance and rental agreements with respect to certain Common Property equipment;
- (ii) the Management Contract (as described in Section 3.10);
- (iii) a lease agreement for the entryphone system and/or the video surveillance system and/or related agreements, provided that such agreements are entered into by the Developer and such equipment and systems are not purchased by the Developer;

- (iv) the Parking and Bicycle/Storage Lease (as described in Section 3.6(d));
- (v) agreements with and easements in favour of the adjacent land owners;
- (vi) any unregistered agreements required by the City in order to approve all development, building and occupancy permits required in respect of the Development;
- (vii) the Marketing Licence Agreement (as described in Section 7.4(b));
- (viii) the Common Property Licence Agreement (as described in Section 7.4(d));
- (ix) the EV Network Agreement (as described in Section 3.6(f)(v));
- (x) crane swing licenses, easement agreements and/or a reciprocal easement/shoring agreements with respect to the construction of developments on adjacent or nearby lands, if applicable;
- (xi) any unregistered agreements required by the City in order to approve all development, building and occupancy permits required in respect of the development of the Lands;
- (xii) other agreements the Developer believes are for the benefit of the Strata Corporation and the Development in general; and
- (xiii) any such contracts would be entered into prior to the first annual general meeting of the Strata Corporation.

Purchasers should be aware the amounts payable by the Strata Corporation under some or all of the above-noted agreements are not included in the Proposed Interim Budget attached as **Exhibit C** to this Disclosure Statement. Except as otherwise expressly described herein, upon the deposit of the Strata Plan in the Land Title Office, the Developer will cause the Strata Corporation to assume all of the obligations of the Registered Owner and the Beneficial Owner under the legal notations and encumbrances described in Sections 4.3 and 4.4 hereof, and, thereafter, the Strata Corporation will be solely responsible for complying with all such obligations.

(b) *Continuing Sales and Marketing Program*

Following the deposit of the Strata Plan at the Land Title Office, the Developer (or any entity affiliated with the Developer) and its or their marketing agents may continue to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of the Development or any future real estate projects developed by the Developer or its affiliates, marketing and sales activities within the Common Property and within various Strata Lots owned or leased by the Developer in the Development, including but not limited to maintaining display suites, other display areas and a sales office and permitting public access to same. The Developer may also place signage on the Common Property and in other areas of the Development as part of its marketing and sales activities, for such period of time as the Developer determines to be necessary or desirable. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers in connection with its marketing and sales activities. The Developer also reserves the right to hold sales and marketing events within the Common Property and to allow sales, homeowner care and construction staff of the Developer, their contractors and sub-contractors to park on-site and use visitor parking, if any, and other available parking after occupation and the formation of the Strata Corporation, during the period during which the Developer is

carrying out such marketing and sales activities. Neither the Strata Corporation nor the owners of the Strata Lots will be entitled to any compensation in connection with any such activities.

Following the deposit of the Strata Plan in the Land Title Office, the Developer may elect to cause the Strata Corporation to enter into a licence agreement or other agreement with the Developer to confirm the foregoing rights. A copy of the proposed form of such agreement (the "**Marketing Licence Agreement**") is attached hereto as **Exhibit K**, provided that the Developer reserves the right to make changes to the form and content of such agreement before causing the Strata Corporation to enter into same.

(c) *Registered Encumbrances*

Except as otherwise expressly described herein, upon the deposit of the Strata Plan in the Land Title Office, the Developer will cause the Strata Corporation to assume all of the obligations and liabilities of the Developer under the legal notations, charges and encumbrances on the Lands (as collectively defined, and referred to herein, as the Existing Encumbrances and Legal Notations, more particularly described in Sections 4.3 and 4.4) and will cause the Strata Corporation to release the Developer from and indemnify the Developer against any losses suffered by, or claims against, the Developer relating to such Existing Encumbrances and Legal Notations, and, thereafter, the Strata Corporation will be solely responsible for complying with all such obligations.

Accordingly, while the descriptions of the Existing Encumbrances and Legal Notations contemplate certain obligations of the Developer, the Registered Owner or the owner of the Lands, the Strata Corporation will be responsible for such obligations (unless expressly provided otherwise in the Existing Encumbrances and Legal Notations). Without limiting the generality of the foregoing, the Existing Encumbrances and Legal Notations may include certain ongoing maintenance, repair and payment obligations, and such obligations will be assumed by the Strata Corporation upon the deposit of the Strata Plan in the Land Title Office and the costs and expenses associated with such maintenance, repair and payment will be paid by the Strata Corporation and prorated amongst all the owners of the Strata Lots in accordance with the Unit Entitlements thereof and included in the Estimated Monthly Assessments per Strata Lot (**Exhibit D**).

It is anticipated that, except as otherwise expressly described herein, the Existing Encumbrances and Legal Notations will remain registered against title to the Lands, the Strata Lots and/or the Common Property following the transfer of the Strata Lots to purchasers. Accordingly, the Development, the Common Property and the Strata Lots, and the use thereof by owners, tenants and occupants of the Strata Lots, will be subject to the restrictions, requirements and obligations set out in the Existing Encumbrances and Legal Notations. In the Developer's sole and unfettered discretion, the Developer may, but is not required to, seek to cause certain of the Existing Encumbrances and Legal Notations to be discharged from title to the Lands, the Strata Lots or the Common Property prior to or following the transfer of the Strata Lots to purchasers.

(d) *Licence Agreement over Common Property*

Following the deposit of the Strata Plan in the Land Title Office, the Developer intends to cause the Strata Corporation to grant a licence to the Developer or an entity affiliated with the Developer to carry out certain activities on the Common Property, including, without limitation: (i) to fulfil any of the Developer's ongoing obligations to the City, if any, which are personal to the Developer and are not intended to be assumed by the Strata Corporation following deposit of the Strata Plan, and (ii) to undertake and carry out such inspections, examinations, surveys and work as may the Developer may deem necessary or desirable in its sole discretion. A copy of the proposed form of such agreement (the "**Common Property Licence Agreement**") is attached hereto as **Exhibit L**,



provided that the Developer reserves the right to make changes to the form and content of such agreement before causing the Strata Corporation to enter into same.

(e) *Views and Land Use*

Purchasers of Strata Lots are advised that the Developer and its agents do not make any representation or warranty as to the views from the Strata Lots 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 purchasers of Strata Lots. The completion of the Development and any future development of land adjacent to or in the vicinity of the Development may have a detrimental effect on the views from some or all of the Strata Lots or the amount of natural light that certain Strata Lots might otherwise receive. The Developer does not guarantee that any views from the Strata Lots or anywhere on the Common Property or the amount of natural light that the Strata Lots might otherwise receive will be preserved and advises potential purchasers of Strata Lots to make their own inquiries, including contacting the City regarding the potential development of land adjacent to or in the vicinity of the Development.

The Developer (on its own behalf and on behalf of its affiliates) reserves the right, in its absolute discretion, to develop residential, commercial, retail, office and associated developments, including mixed use buildings, on any lands adjacent to or in the vicinity of the Development. In addition, the Developer (on its own behalf and on behalf of its affiliates) reserves the right, in its absolute discretion, to apply for rezoning of any lands adjacent to or in the vicinity of the Development to permit any residential, commercial, retail, office or other use allowed under such rezoning.

(f) *Noise*

Prospective purchasers should be aware that portions of the Development are within proximity of, or may be adjacent to, one or more arterial transportation routes and/or nearby major roads in Vancouver, B.C. and, as a result thereof, certain noises and/or vibrations arising therefrom may be perceptible from within the Development. The Development either will, or may in the future, be situated within proximity to certain adjacent developments which may be of mixed uses and some of which will or may contain commercial facilities, which will or may involve the emission of noise from service and delivery vehicles, loading area usage, business hours and/or operations up to 24 hours per day, commercial, pedestrian and vehicular traffic, idling vehicles, garbage compactor operation, rooftop HVAC operation and other activities associated with such commercial uses and the Developer makes no representations with respect to the level of noise and/or vibrations which may be perceptible to the owners and occupants of the Strata Lots in the Development upon completion of construction.

(g) *Disclaimer*

The disclosure and information set out in Sections 1.5 and 1.6 of this Disclosure Statement is being provided in compliance with the *Real Estate Development Marketing Act* only. The offering made pursuant to this Disclosure Statement is being made solely by the Developer. Without limiting or affecting the liability provisions under section 22 of the *Real Estate Development Marketing Act*, no director, officer or principal holder of the Beneficial Owner or the Registered Owner, nor any director or officer of any principal holder of the Beneficial Owner or the Registered Owner, nor any entity affiliated with the Beneficial Owner or the Registered Owner is participating in the offering contained in this Disclosure Statement in any way.

**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 20th day of October, 2021.

**BENEFICIAL OWNER**

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

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

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

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

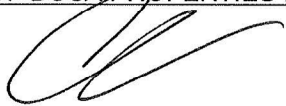
  
\_\_\_\_\_  
DALE BOSA

REGISTERED OWNER

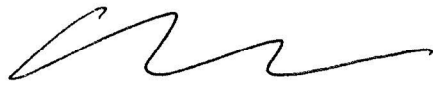
**BOSA PROPERTIES (WEST 49TH AVE) INC.**

By:   
Authorized Signatory

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

  
\_\_\_\_\_

COLIN BOSA

  
\_\_\_\_\_

DALE BOSA

## SOLICITOR'S CERTIFICATE

IN THE MATTER OF *the Real Estate Development Marketing Act* and the Disclosure Statement of:  
BOSA PROPERTIES (WEST 49TH AVE-B) INC.  
and BOSA PROPERTIES (WEST 49TH AVE) INC.  
(collectively, the "**Developer**") for those lands  
currently legally described as:

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

and the project to be constructed thereon to be  
known as "**ROWE**".

I, ROBYN MILES, Solicitor, a member of the Law Society of British Columbia, having read over the above-described Disclosure Statement dated the 20<sup>th</sup> day of October, 2021, having made any required investigations in public offices and reviewed same with the Developer therein named, hereby certify that the facts contained in Paragraphs 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED at Vancouver, British Columbia this 20<sup>th</sup> day of October, 2021.

  
\_\_\_\_\_  
ROBYN MILES

**EXHIBIT A**

**PRELIMINARY STRATA PLAN**

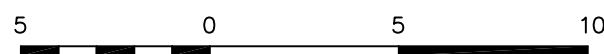
# PROPOSED STRATA PLAN OF LOT A BLOCK 1008 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP110450

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

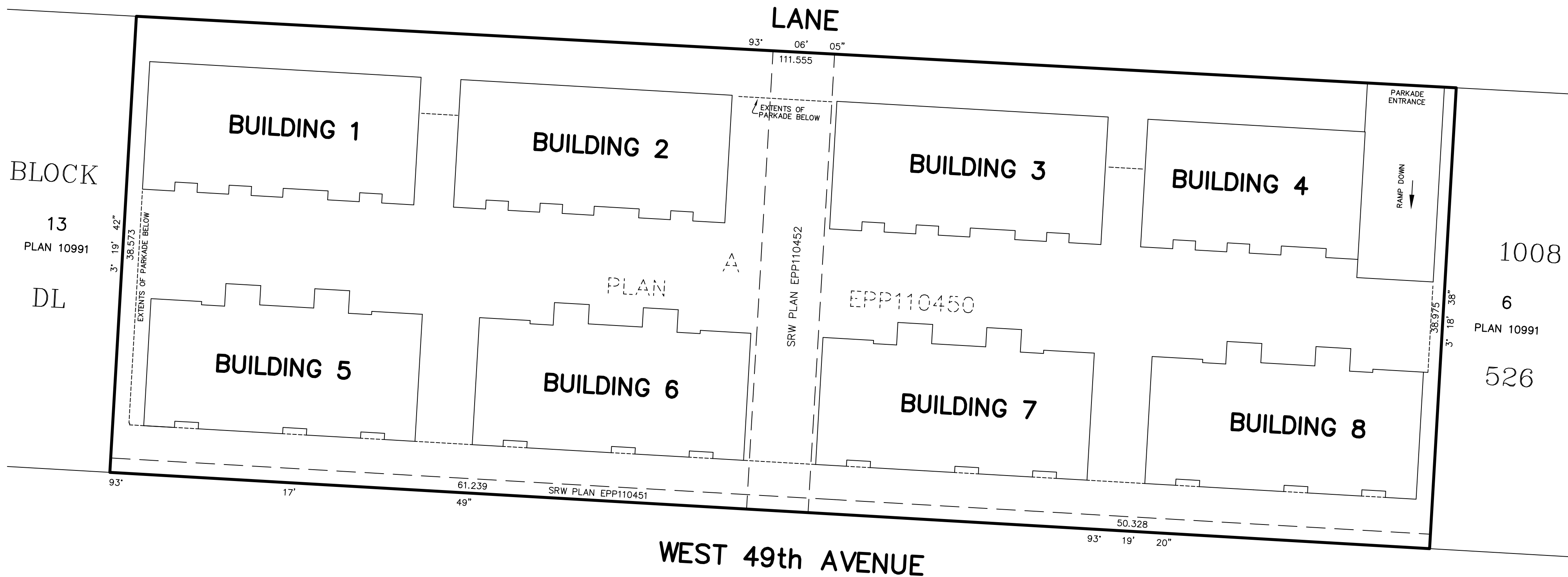
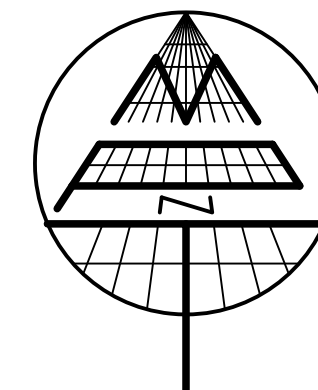
BCGS 92G.025  
CITY OF VANCOUVER

NAME OF DEVELOPMENT:  
—

CIVIC ADDRESS:  
749-815 WEST 49th AVENUE  
VANCOUVER, B.C.



THE INTENDED PLOT SIZE OF THIS PLAN IS  
560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)  
WHEN PLOTTED AT A SCALE OF 1:250



### LEGEND:

- ALL DIMENSIONS ARE IN METRES.
- SL INDICATES STRATA LOT
- C.P. INDICATES COMMON PROPERTY
- LCP INDICATES LIMITED COMMON PROPERTY
- m<sup>2</sup> INDICATES SQUARE METRES
- PT INDICATES PART

LIMITED COMMON PROPERTY IS FOR  
THE USE OF THE STRATA LOT INDICATED.  
EXAMPLE: LCP-SL 1

### NOTES:

AREA CALCULATIONS ARE PRELIMINARY  
ONLY AND ARE BASED ON ARCHITECTURAL  
DRAWINGS DATED 04/14/21.

FINAL NUMERICAL VALUES IN THE STRATA  
PLAN WILL BE BASED ON AS CONSTRUCTED  
DIMENSIONS.

ALL IMPROVEMENTS SHOWN ARE SOME FORM OF  
COMMON PROPERTY UNLESS INDICATED AS PART  
OF STRATA LOT. ALL PROPOSED PHYSICAL  
IMPROVEMENTS SHOWN ARE FROM ARCHITECT'S  
DRAWINGS. FINAL LOCATION AND OR  
CONSTRUCTION DETAILS ARE SUBJECT TO CHANGE.

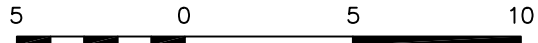
PURSUANT TO SECTION 68 OF THE  
STRATA PROPERTY ACT,  
STRATA LOT BOUNDARIES ARE TAKEN TO:

- (1) THE OUTSIDE FACE OF EXTERIOR STUD WALLS.
- (2) THE CENTRELINE OF WALLS BETWEEN ADJACENT STRATA LOTS.
- (3) COMMON PROPERTY SIDE OF WALL ADJACENT TO COMMON PROPERTY FEATURES.

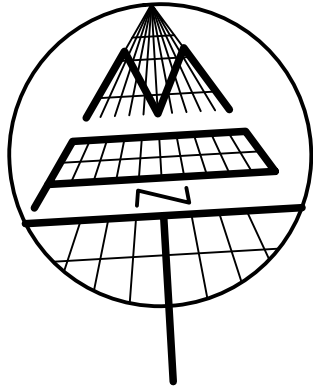
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CADFILE: 18594-5-PROPOSED STRATA-2.DWG

# PARKADE

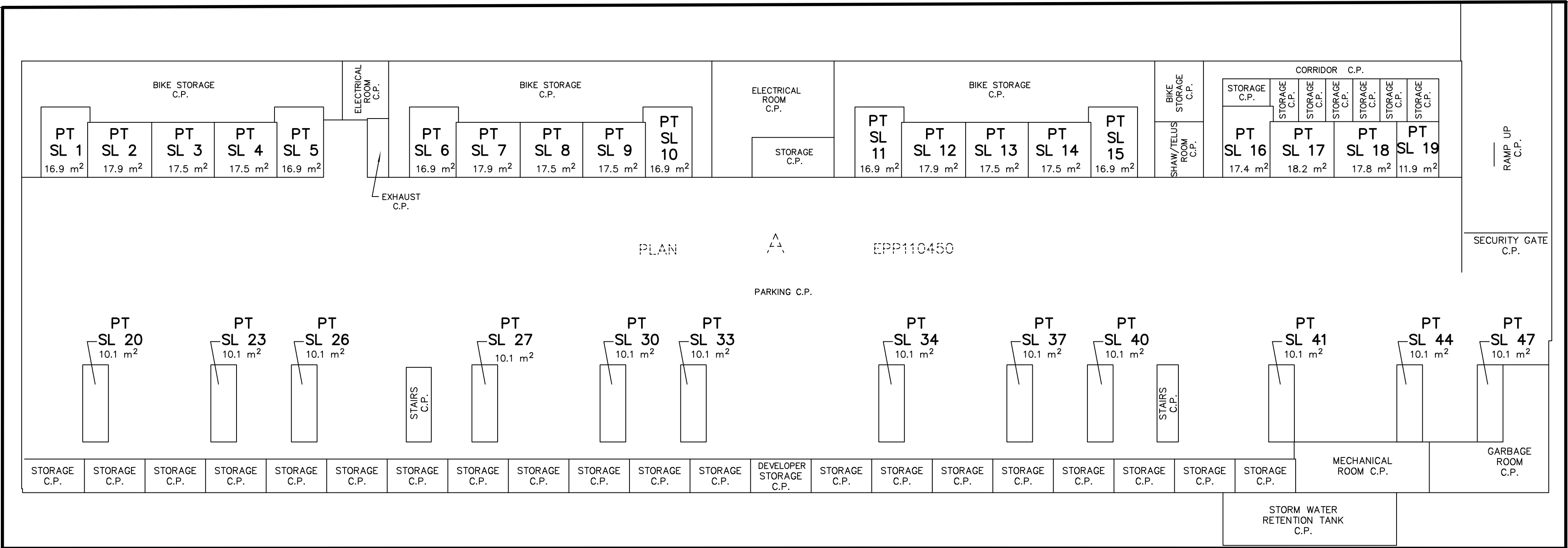
# STRATA PLAN EPS\_\_\_\_\_



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN PLOTTED AT A SCALE OF 1:200



## LANE



## WEST 49th AVENUE

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 CADFILE: 18594-5-PROPOSED STRATA-2.DWG

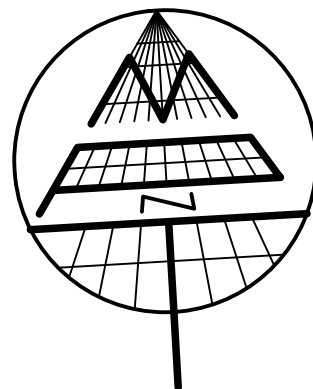
# SITE (GROUND LEVEL)

SEE GROUND LEVEL BUILDING FLOOR PLAN SHEETS.

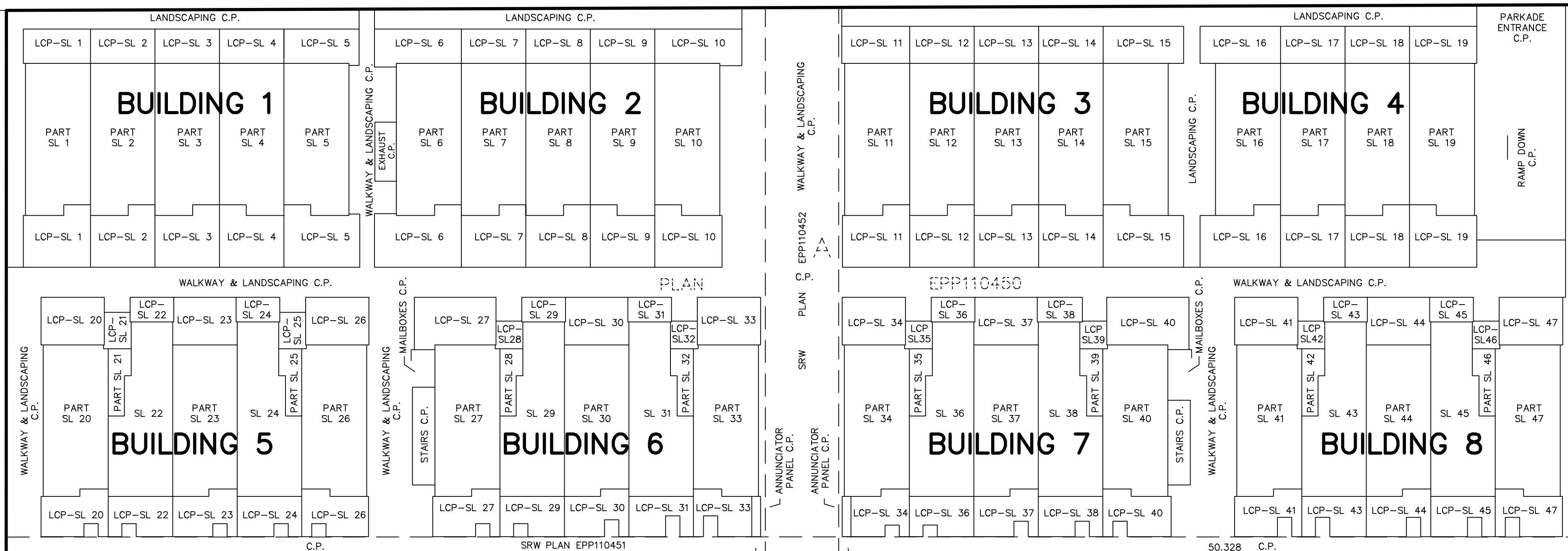
# STRATA PLAN EPS



THE INTENDED PLOT SIZE OF THIS PLAN IS  
560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)  
WHEN PLOTTED AT A SCALE OF 1:200



## LANE



FIRE DEPARTMENT CONNECTION C.P. FIRE DEPARTMENT CONNECTION C.P.

## WEST 49th AVENUE

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 CADFILE: 18594-5-PROPOSED STRATA-2.DWG

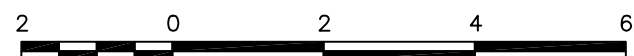
V-21-18594-5-PRPSD STRATA-2

SEPTEMBER 24, 2021

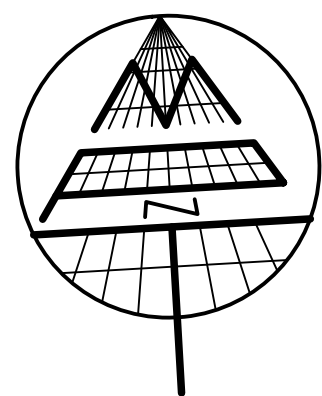


# FLOOR PLAN BUILDING 1 – GROUND LEVEL

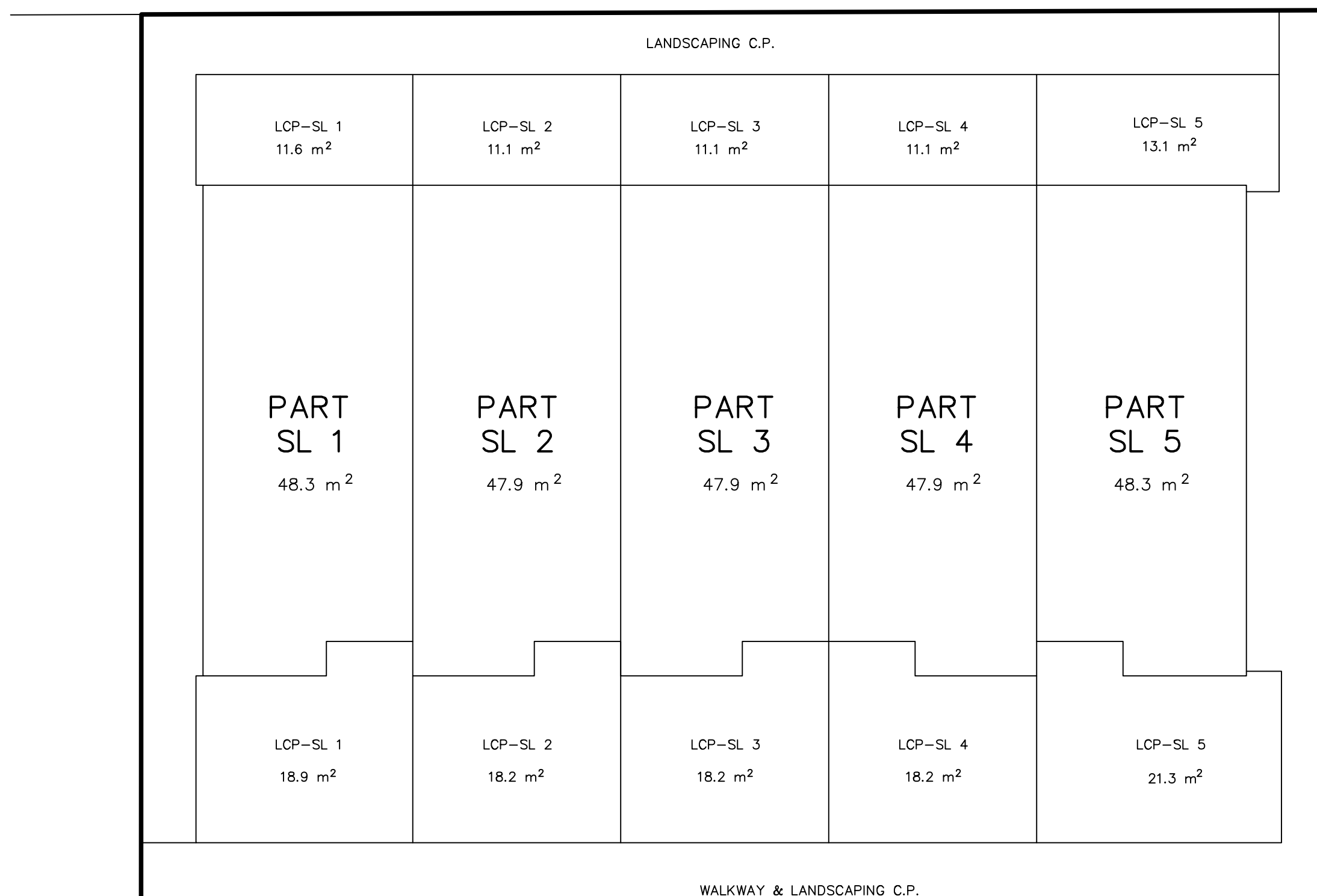
# STRATA PLAN EPS\_\_\_\_\_



THE INTENDED PLOT SIZE OF THIS PLAN IS  
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WHEN PLOTTED AT A SCALE OF 1:100

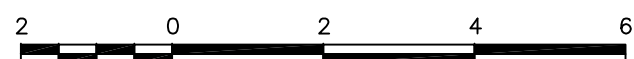


## LANE

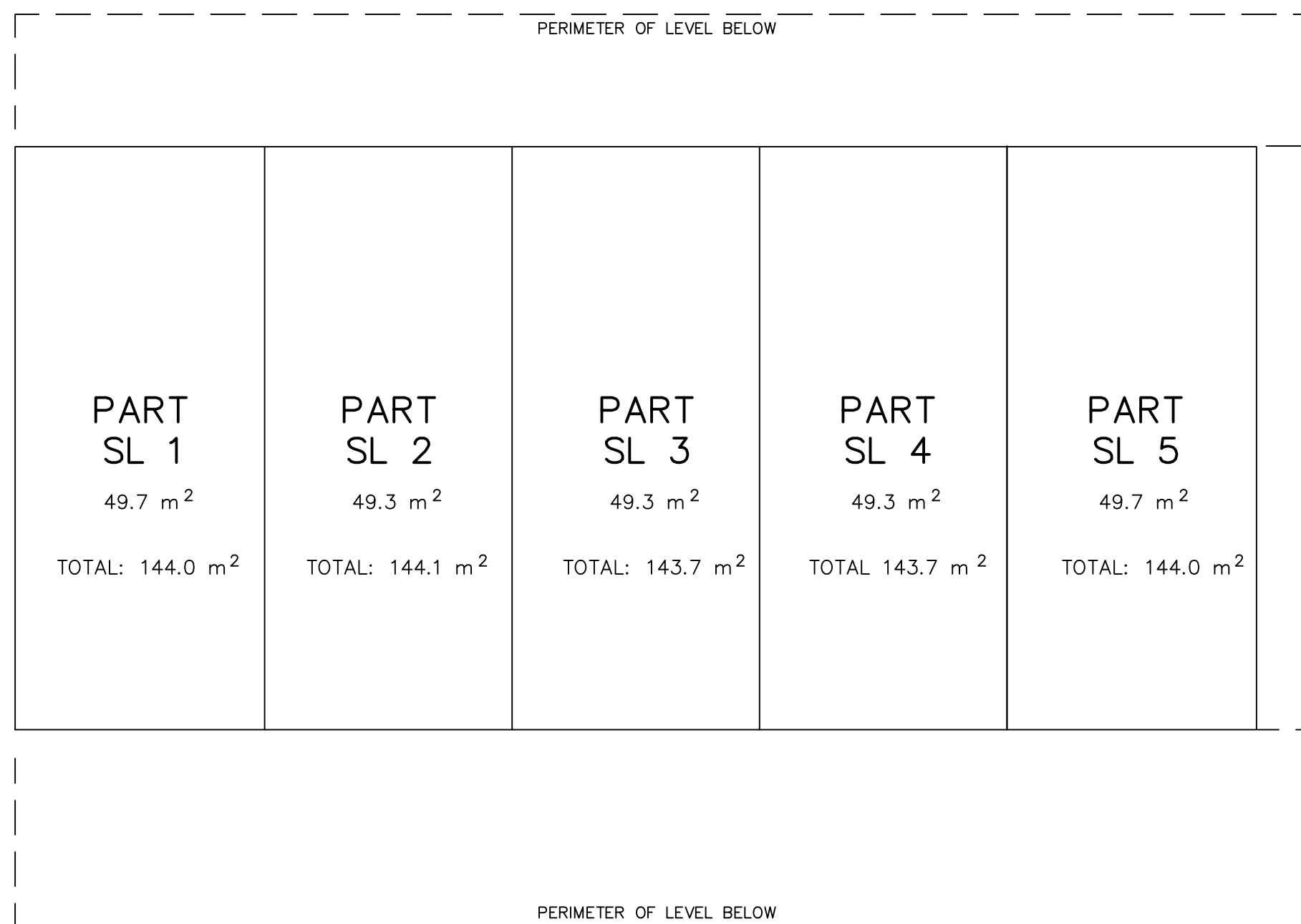
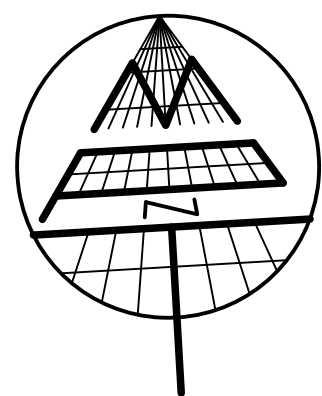


# FLOOR PLAN BUILDING 1 – LEVEL 2

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



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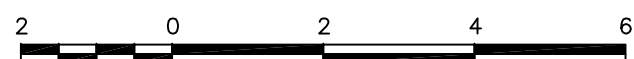


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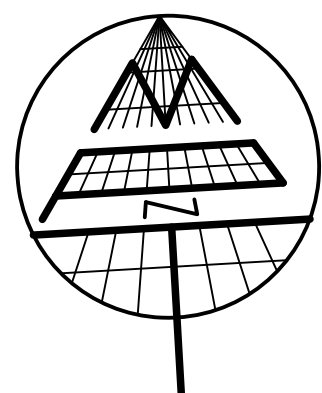
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CADFILE: 18594-5-PROPOSED STRATA-2.DWG

# FLOOR PLAN BUILDING 1 – LEVEL 3

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



THE INTENDED PLOT SIZE OF THIS PLAN IS  
560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)  
WHEN PLOTTED AT A SCALE OF 1:100



PERIMETER OF LEVEL BELOW

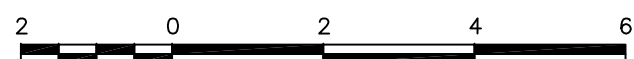
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PART SL 1 29.1 m <sup>2</sup>	PART SL 2 29.0 m <sup>2</sup>	PART SL 3 29.0 m <sup>2</sup>	PART SL 4 29.0 m <sup>2</sup>	PART SL 5 29.1 m <sup>2</sup>
ROOF C.P.				

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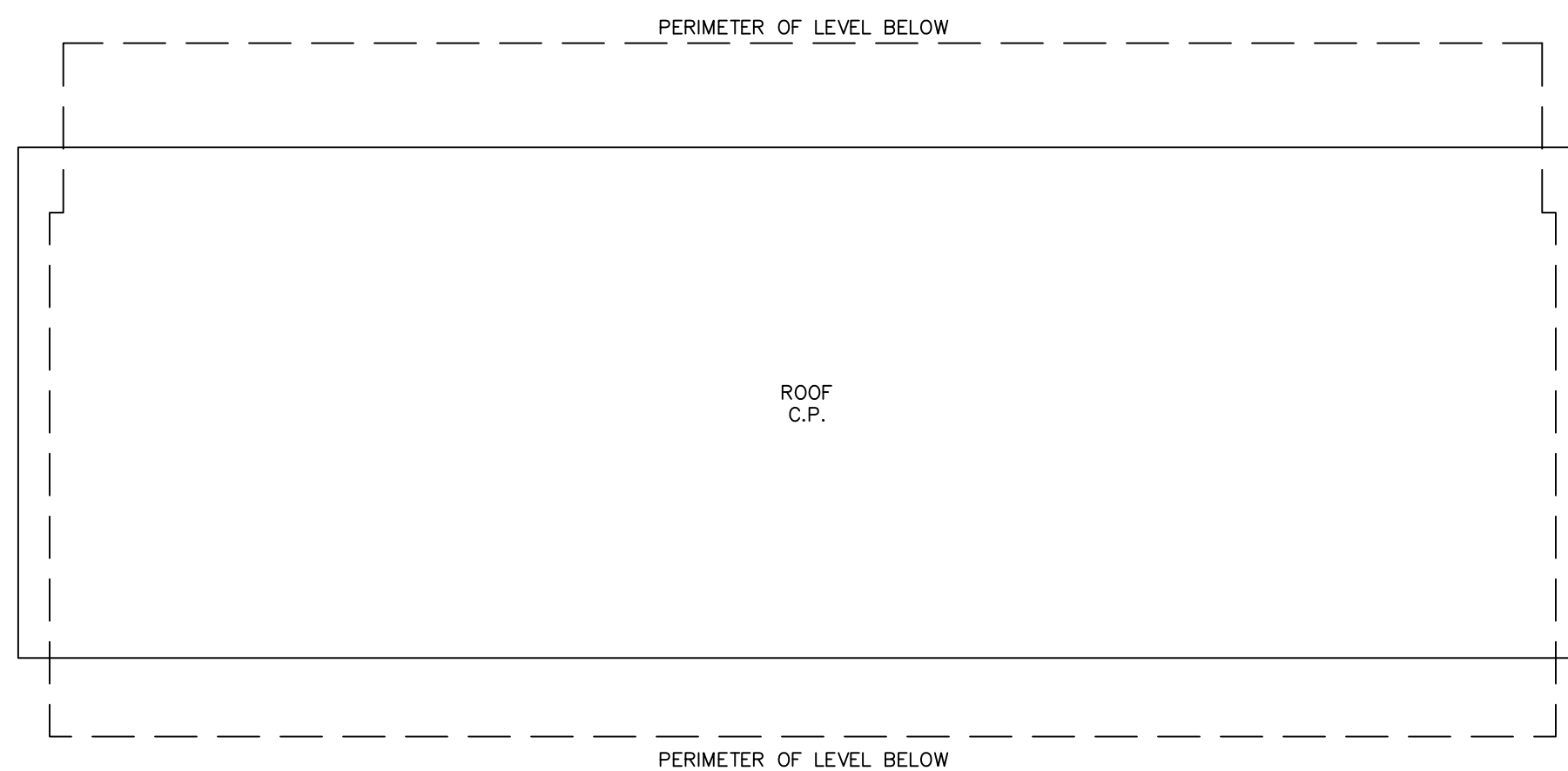
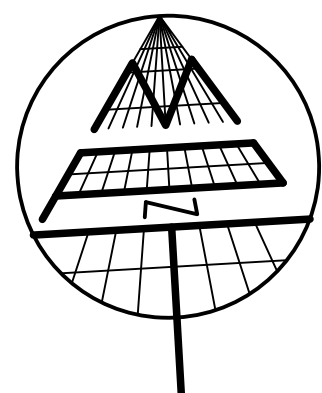
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CADFILE: 18594-5-PROPOSED STRATA-2.DWG

# FLOOR PLAN BUILDING 1 – ROOF

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



THE INTENDED PLOT SIZE OF THIS PLAN IS  
 560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)  
 WHEN PLOTTED AT A SCALE OF 1:100



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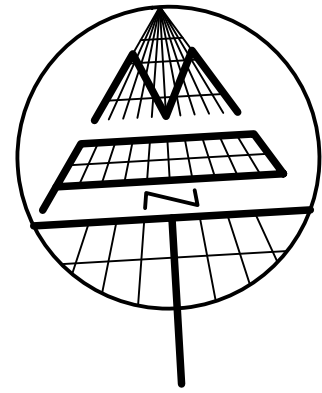
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# FLOOR PLAN BUILDING 2 – GROUND LEVEL

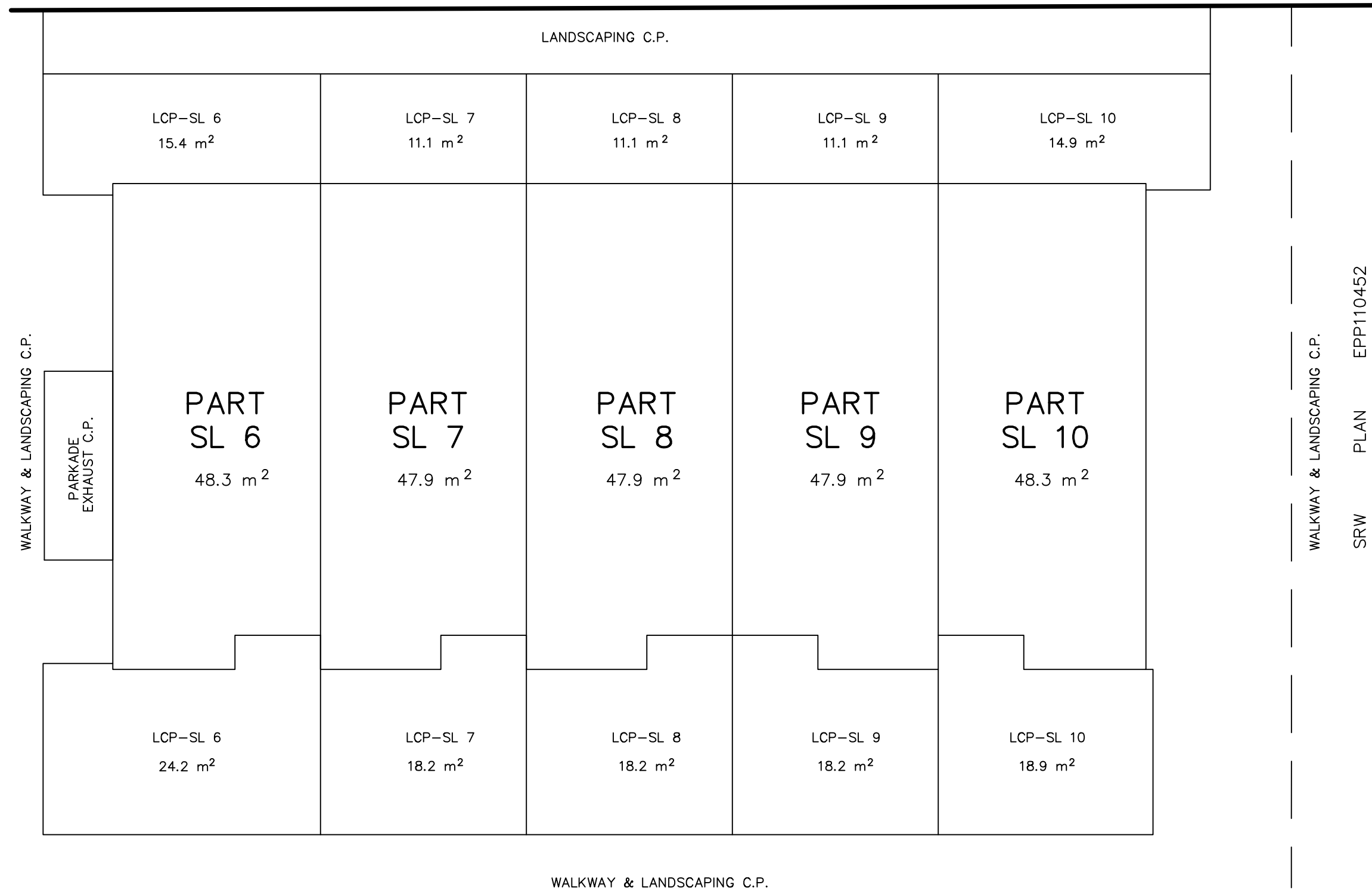
# STRATA PLAN EPS\_\_\_\_\_



THE INTENDED PLOT SIZE OF THIS PLAN IS  
560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)  
WHEN PLOTTED AT A SCALE OF 1:100



## LANE



SRW PLAN EPP110452

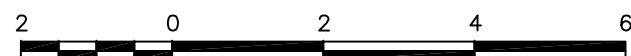
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V-21-18594-5-PRPSD STRATA-2

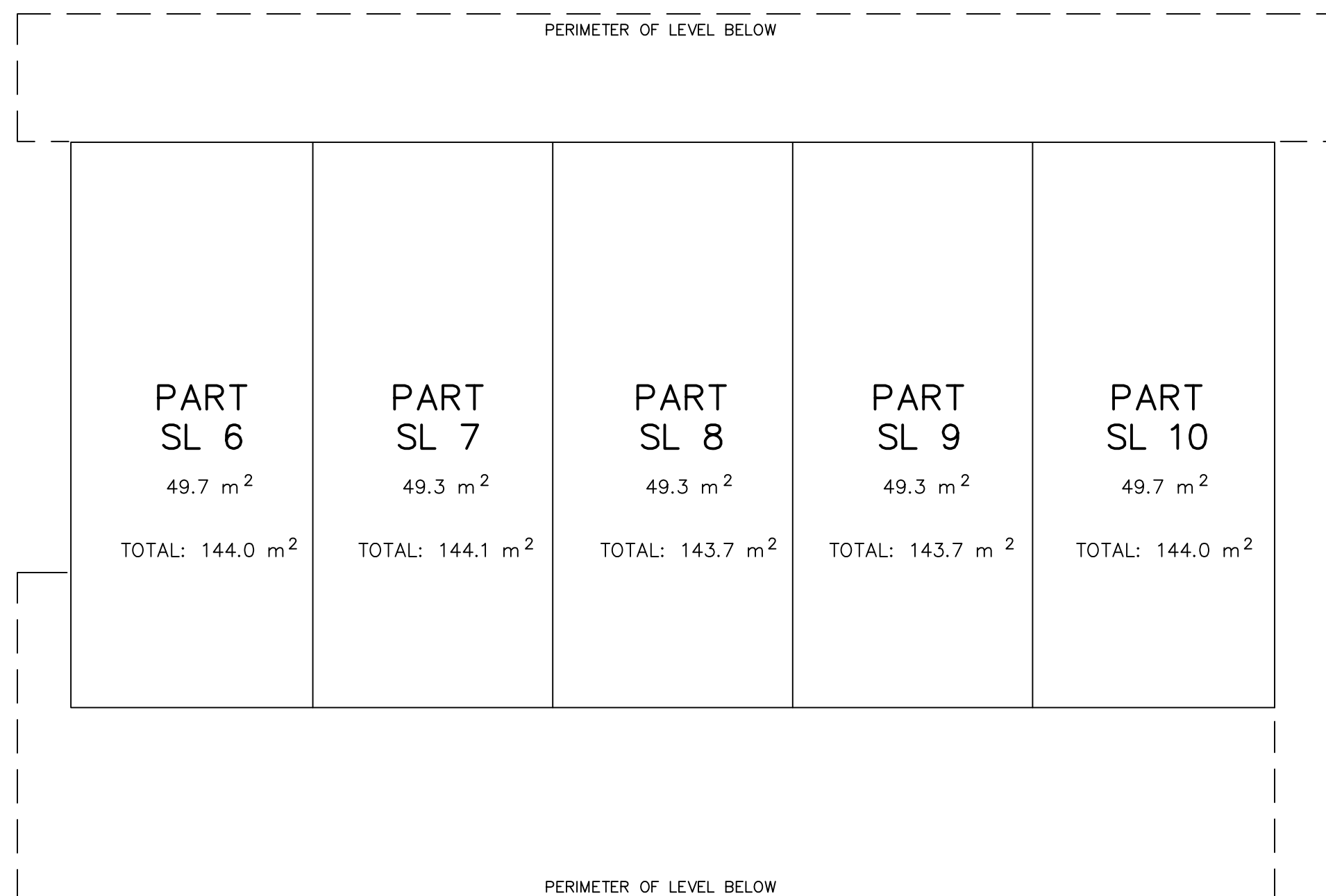
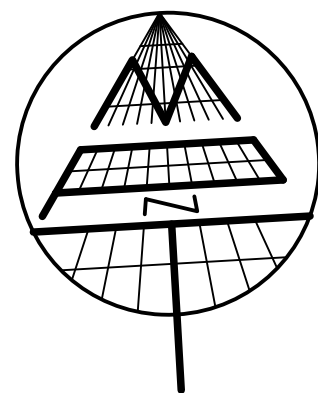
SEPTEMBER 24, 2021

# FLOOR PLAN BUILDING 2 – LEVEL 2

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



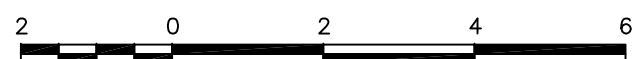
THE INTENDED PLOT SIZE OF THIS PLAN IS  
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 WHEN PLOTTED AT A SCALE OF 1:100



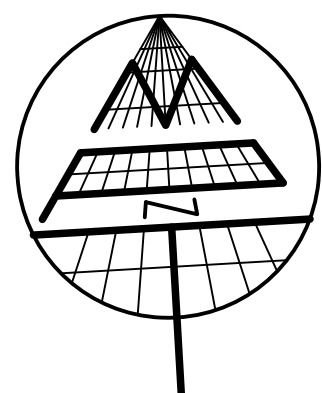
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# FLOOR PLAN BUILDING 2 – LEVEL 3

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



THE INTENDED PLOT SIZE OF THIS PLAN IS  
560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)  
WHEN PLOTTED AT A SCALE OF 1:100



PERIMETER OF LEVEL BELOW

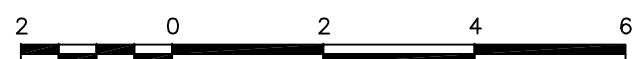
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PART SL 6 29.1 m <sup>2</sup>	PART SL 7 29.0 m <sup>2</sup>	PART SL 8 29.0 m <sup>2</sup>	PART SL 9 29.0 m <sup>2</sup>	PART SL 10 29.1 m <sup>2</sup>
ROOF C.P.				

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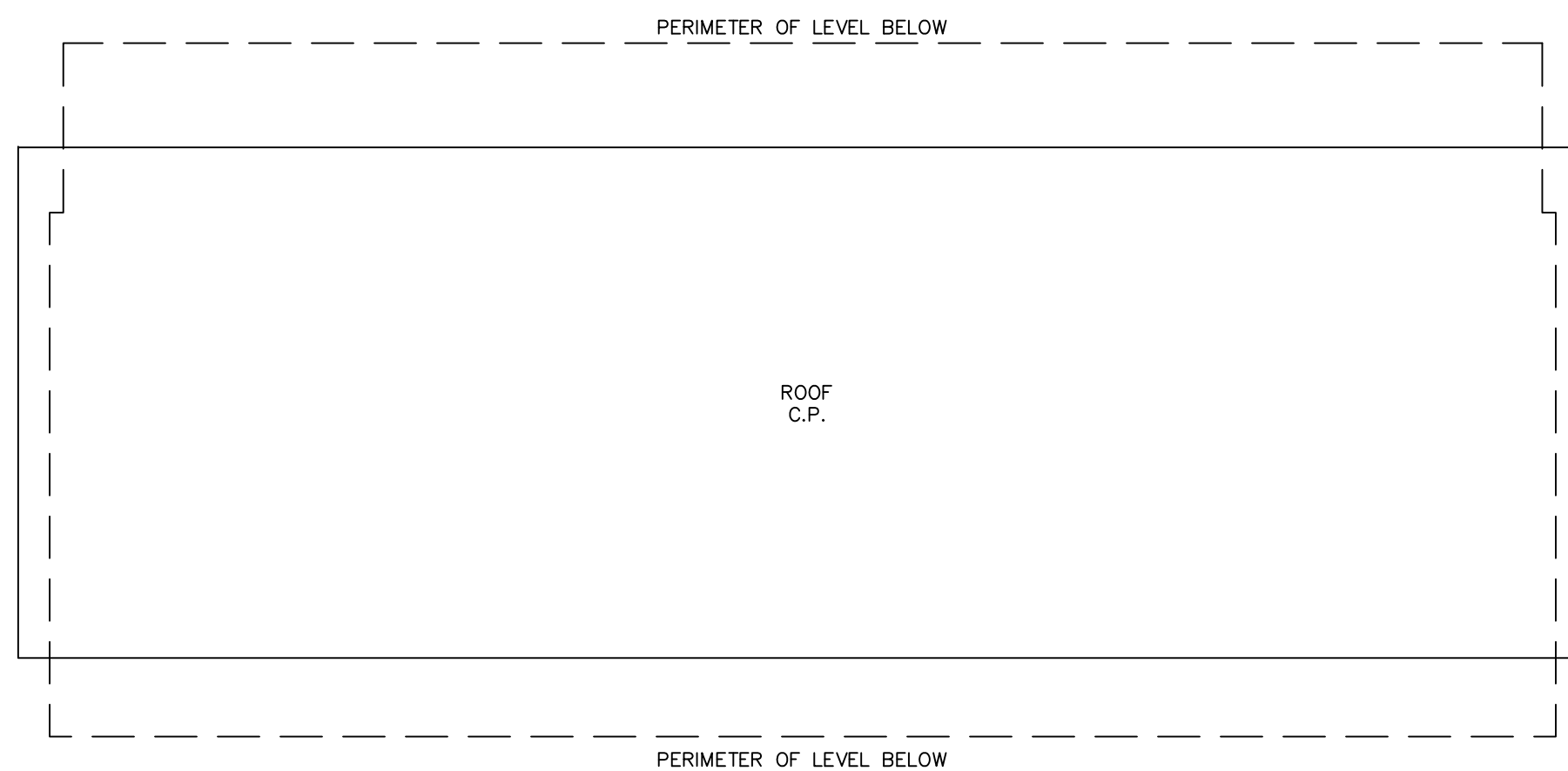
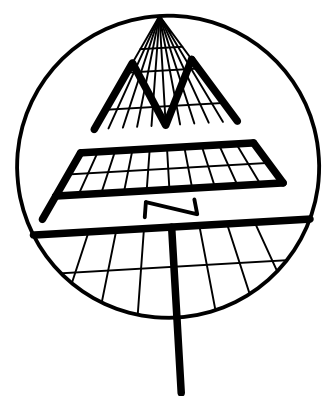
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# FLOOR PLAN BUILDING 2 – ROOF

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



THE INTENDED PLOT SIZE OF THIS PLAN IS  
 560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)  
 WHEN PLOTTED AT A SCALE OF 1:100



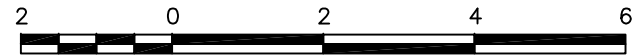
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 CADFILE: 18594-5-PROPOSED STRATA-2.DWG

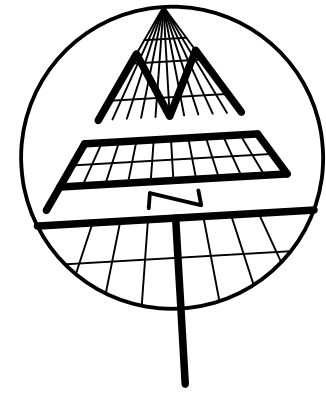


# FLOOR PLAN BUILDING 3 – GROUND LEVEL

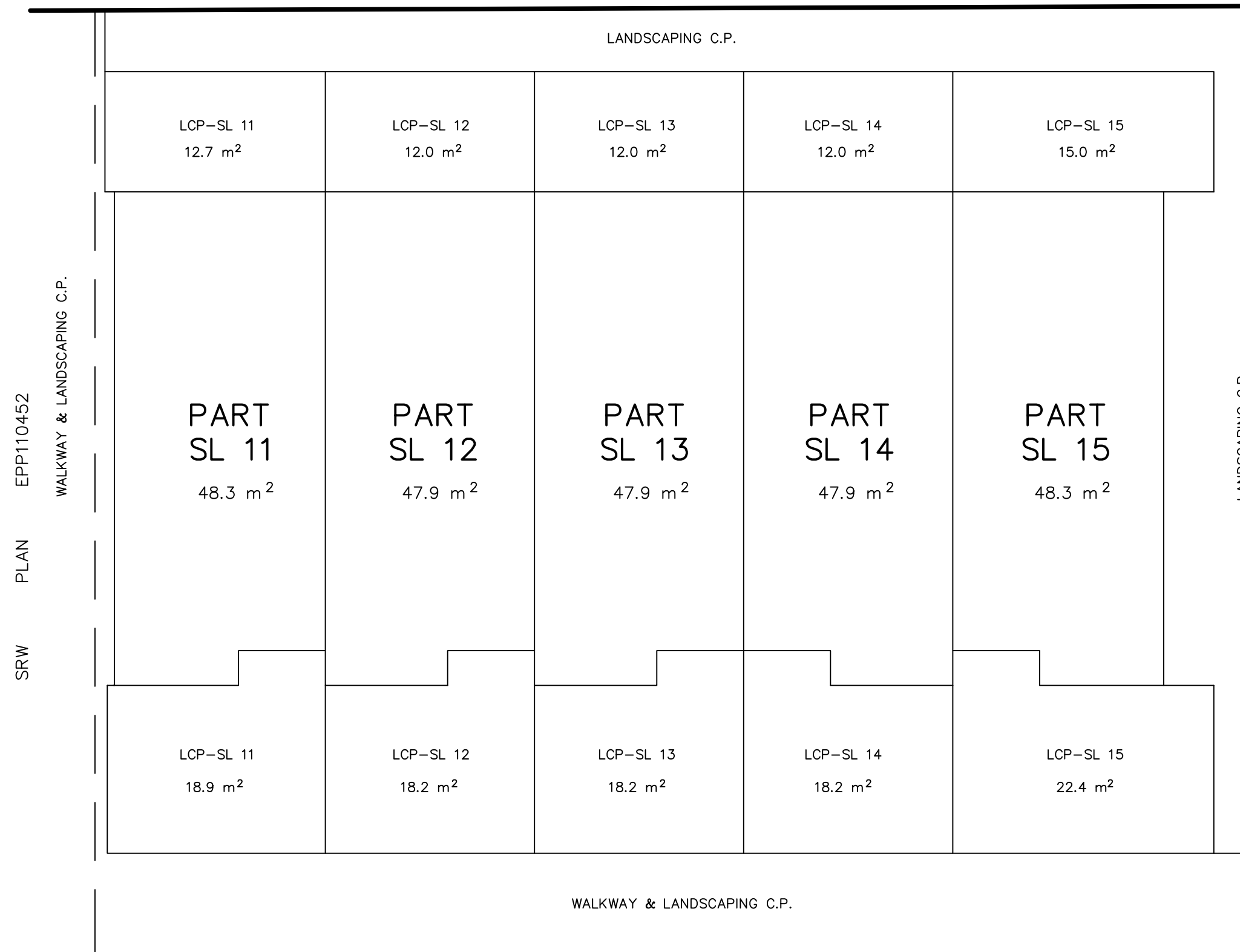
# STRATA PLAN EPS\_\_\_\_\_



THE INTENDED PLOT SIZE OF THIS PLAN IS  
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WHEN PLOTTED AT A SCALE OF 1:100



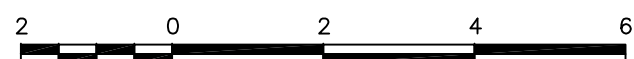
## LANE



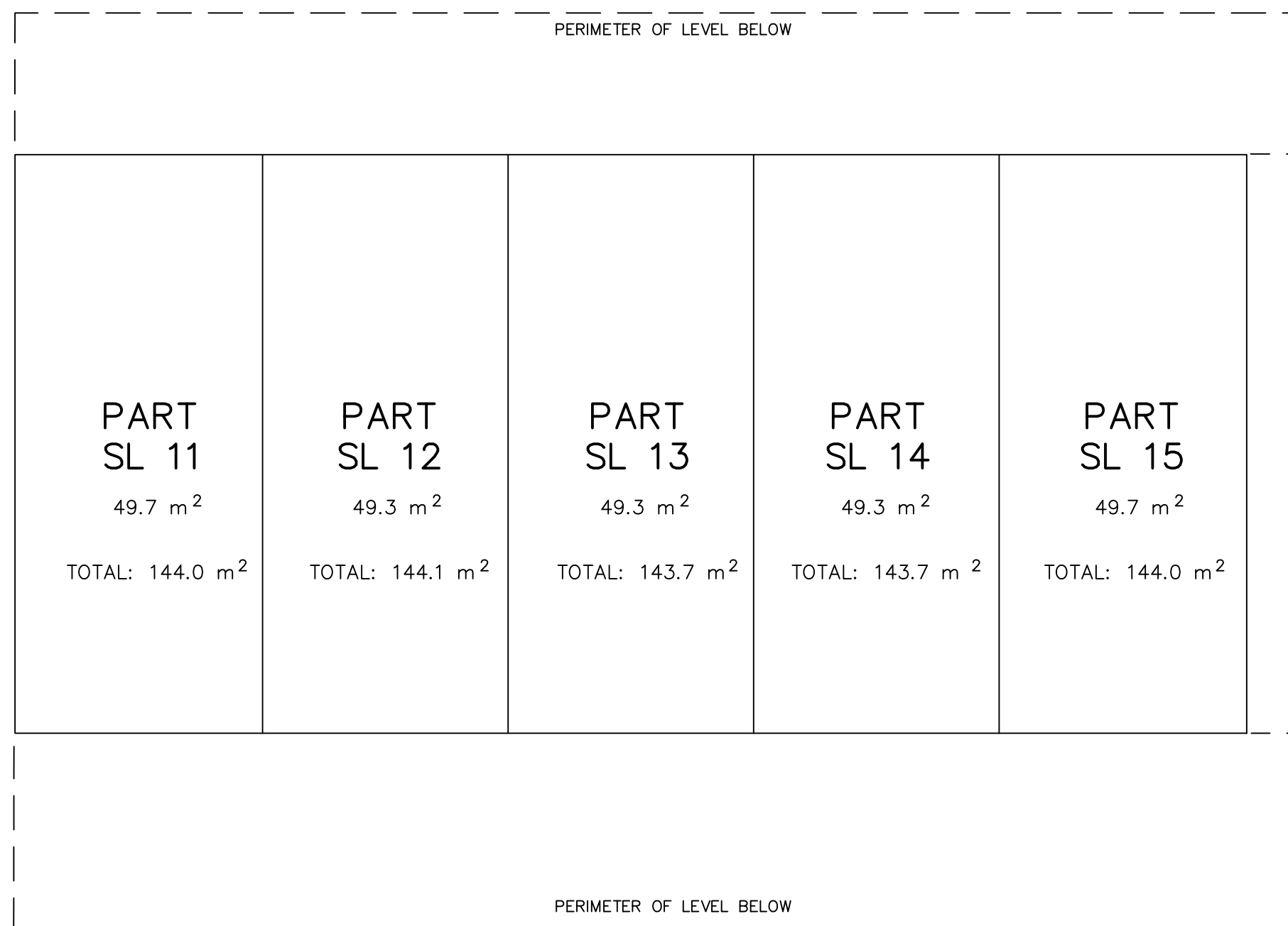
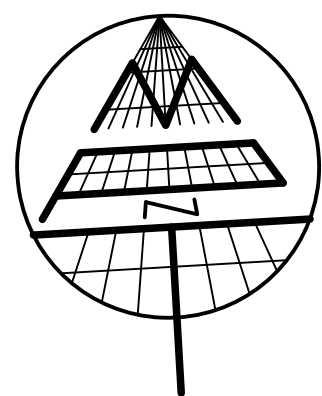
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# FLOOR PLAN BUILDING 3 – LEVEL 2

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



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 WHEN PLOTTED AT A SCALE OF 1:100

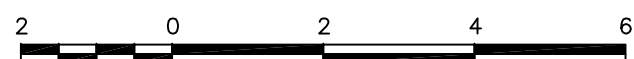


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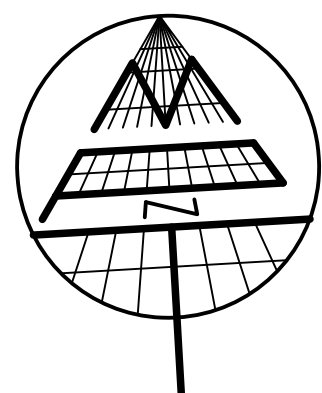
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 CADFILE: 18594-5-PROPOSED STRATA-2.DWG

# FLOOR PLAN BUILDING 3 – LEVEL 3

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



THE INTENDED PLOT SIZE OF THIS PLAN IS  
560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)  
WHEN PLOTTED AT A SCALE OF 1:100



PERIMETER OF LEVEL BELOW

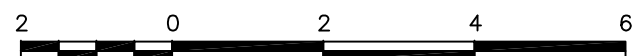
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PART SL 11 29.1 m <sup>2</sup>	PART SL 12 29.0 m <sup>2</sup>	PART SL 13 29.0 m <sup>2</sup>	PART SL 14 29.0 m <sup>2</sup>	PART SL 15 29.1 m <sup>2</sup>
ROOF C.P.				

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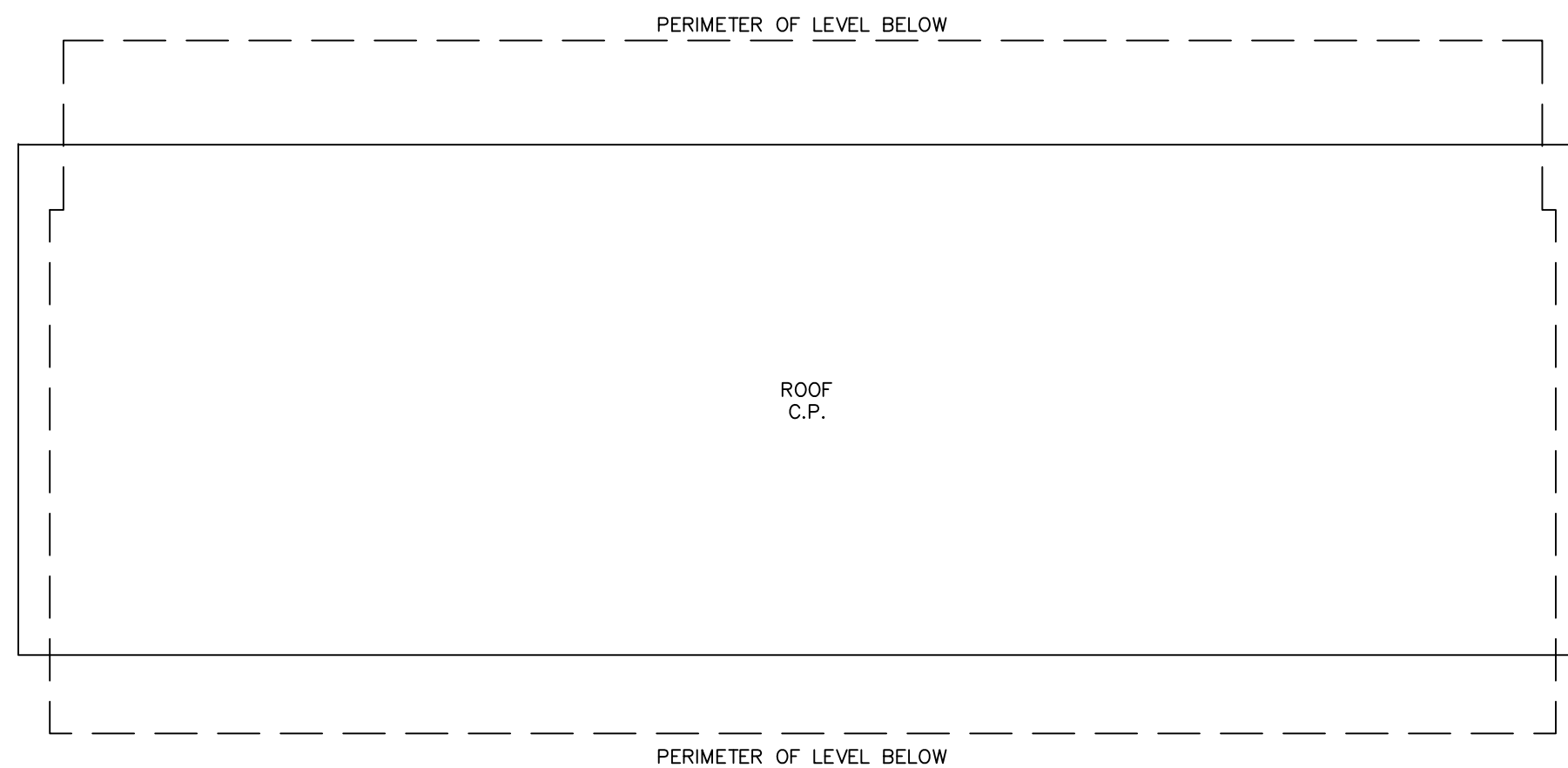
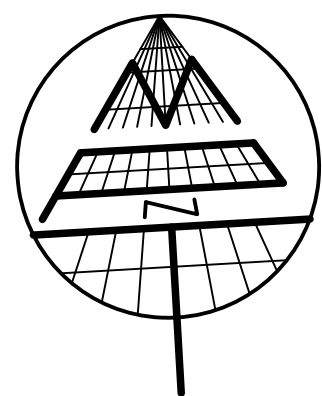
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CADFILE: 18594-5-PROPOSED STRATA-2.DWG

# FLOOR PLAN BUILDING 3 – ROOF

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



THE INTENDED PLOT SIZE OF THIS PLAN IS  
 560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)  
 WHEN PLOTTED AT A SCALE OF 1:100

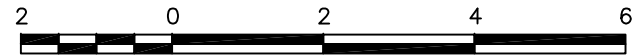


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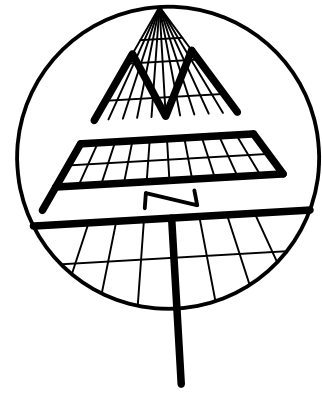
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 PH: 604.270.9331 FAX: 604.270.4137  
 CADFILE: 18594-5-PROPOSED STRATA-2.DWG

# FLOOR PLAN BUILDING 4 – GROUND LEVEL

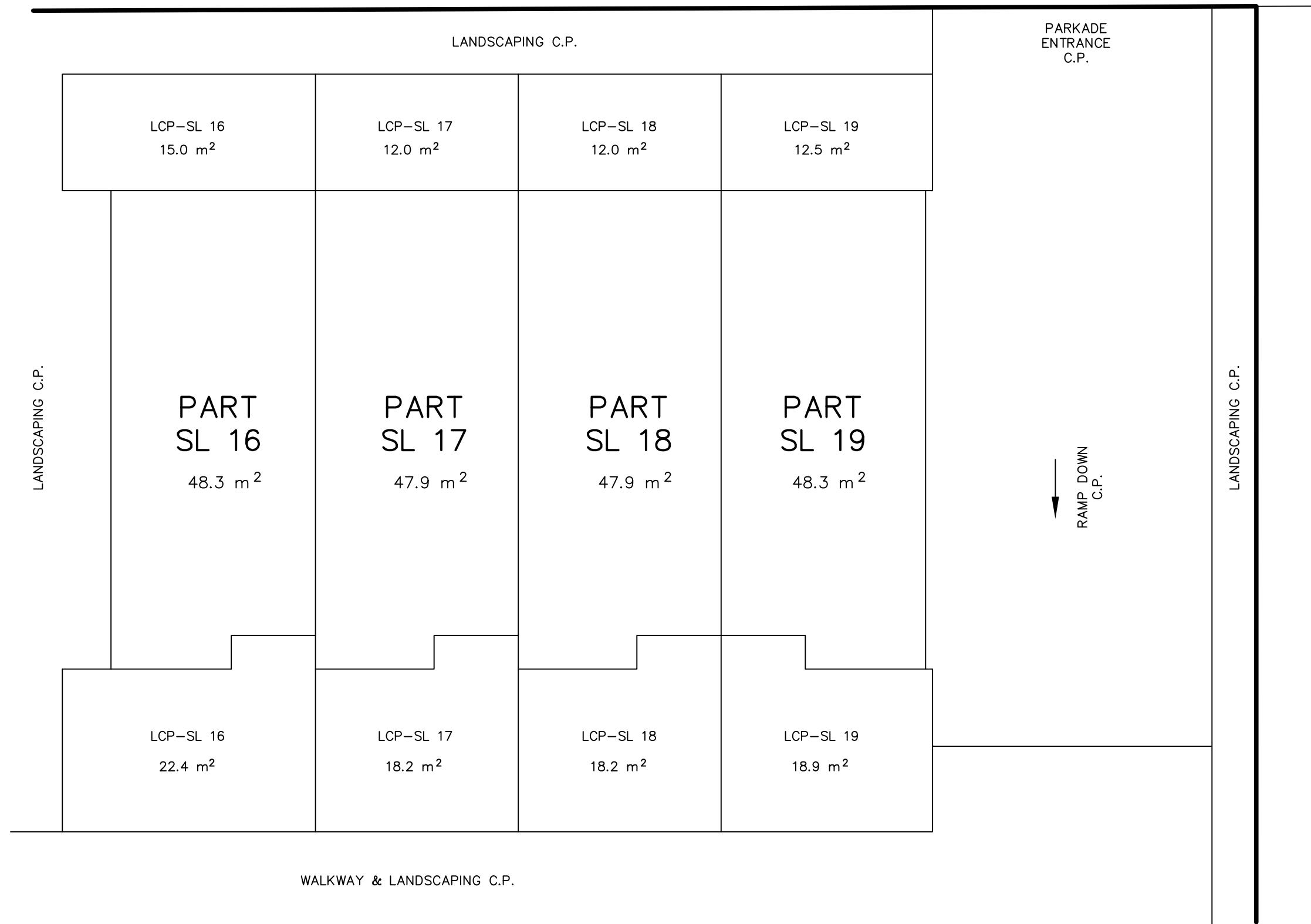
# STRATA PLAN EPS\_\_\_\_\_



THE INTENDED PLOT SIZE OF THIS PLAN IS  
560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)  
WHEN PLOTTED AT A SCALE OF 1:100



## LANE



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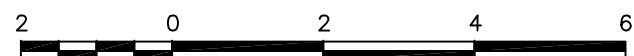
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PH: 604.270.9331 FAX: 604.270.4137  
CADFILE: 18594-5-PROPOSED STRATA-2.DWG

V-21-18594-5-PRPSD STRATA-2

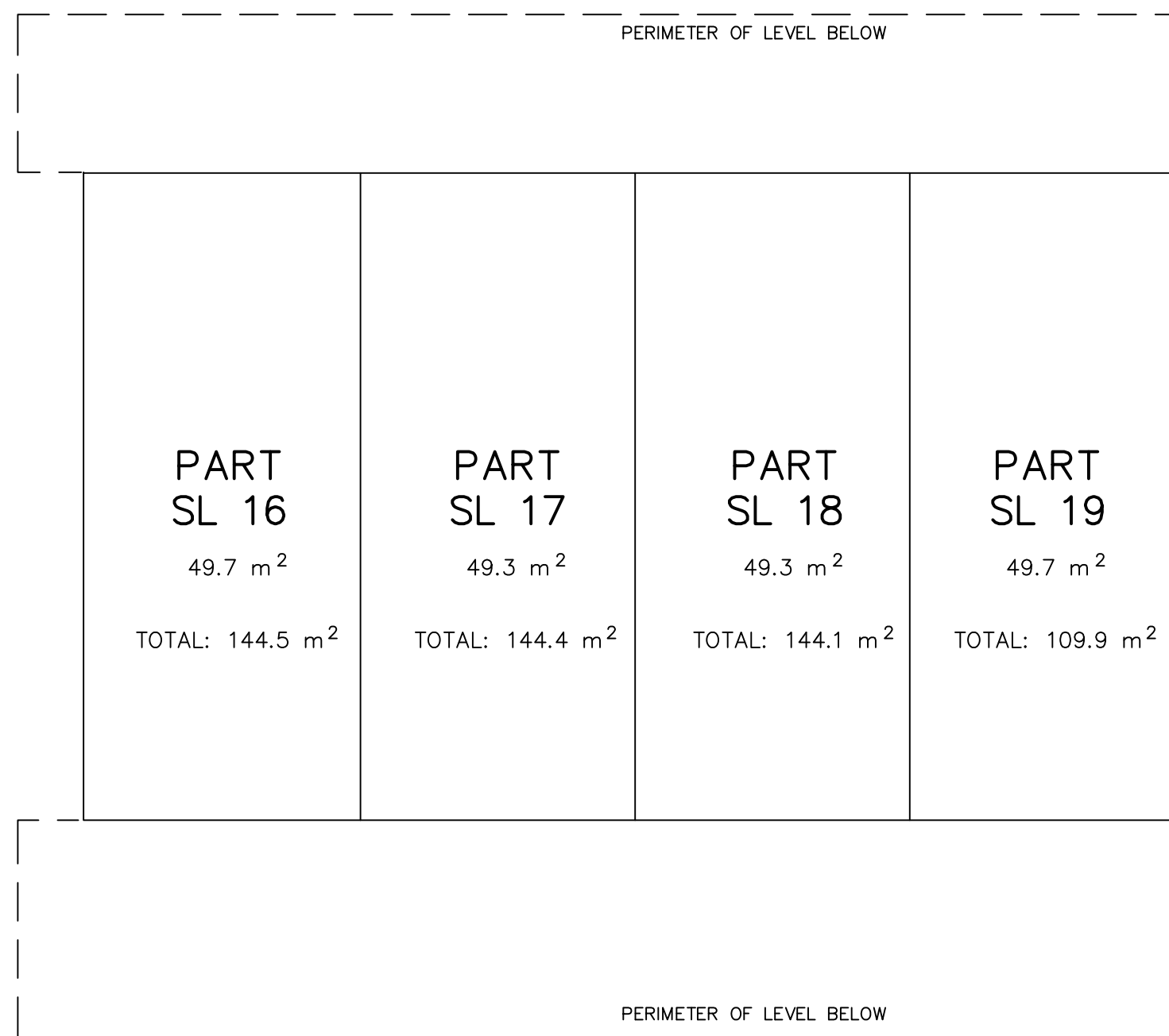
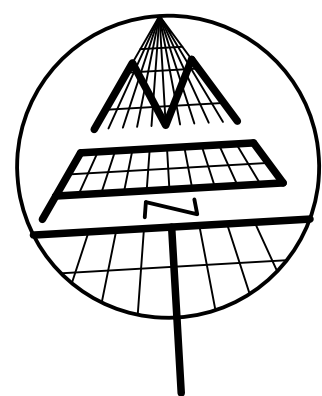
SEPTEMBER 24, 2021

# FLOOR PLAN BUILDING 4 – LEVEL 2

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



THE INTENDED PLOT SIZE OF THIS PLAN IS  
 560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)  
 WHEN PLOTTED AT A SCALE OF 1:100

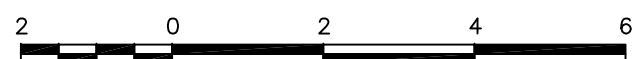


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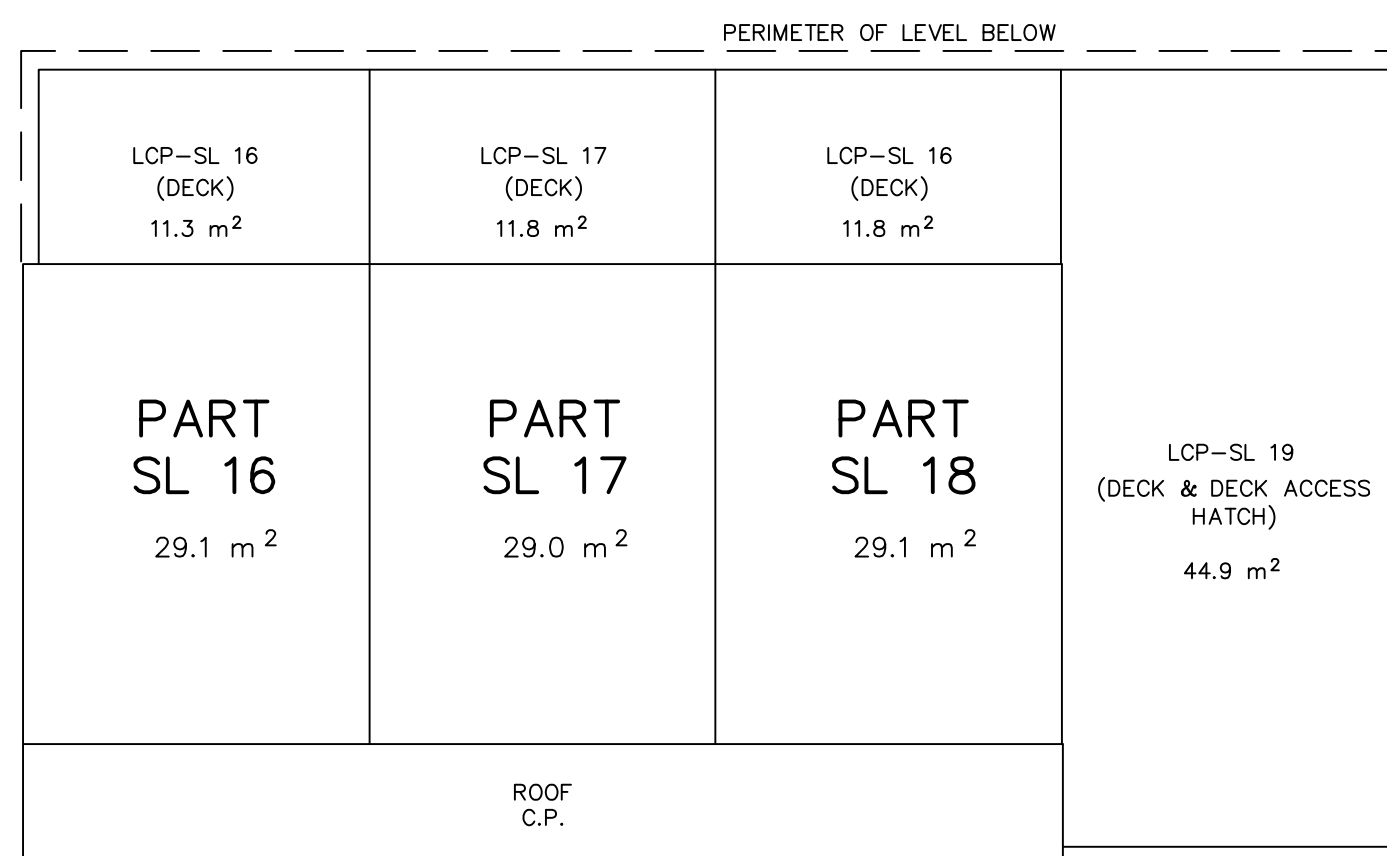
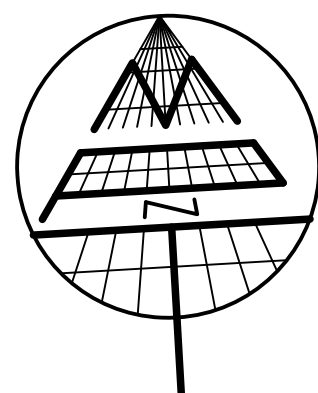
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 PH: 604.270.9331 FAX: 604.270.4137  
 CADFILE: 18594-5-PROPOSED STRATA-2.DWG

# FLOOR PLAN BUILDING 4 – LEVEL 3

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



THE INTENDED PLOT SIZE OF THIS PLAN IS  
560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)  
WHEN PLOTTED AT A SCALE OF 1:100

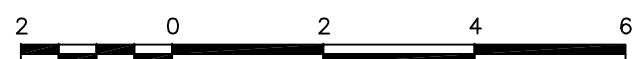


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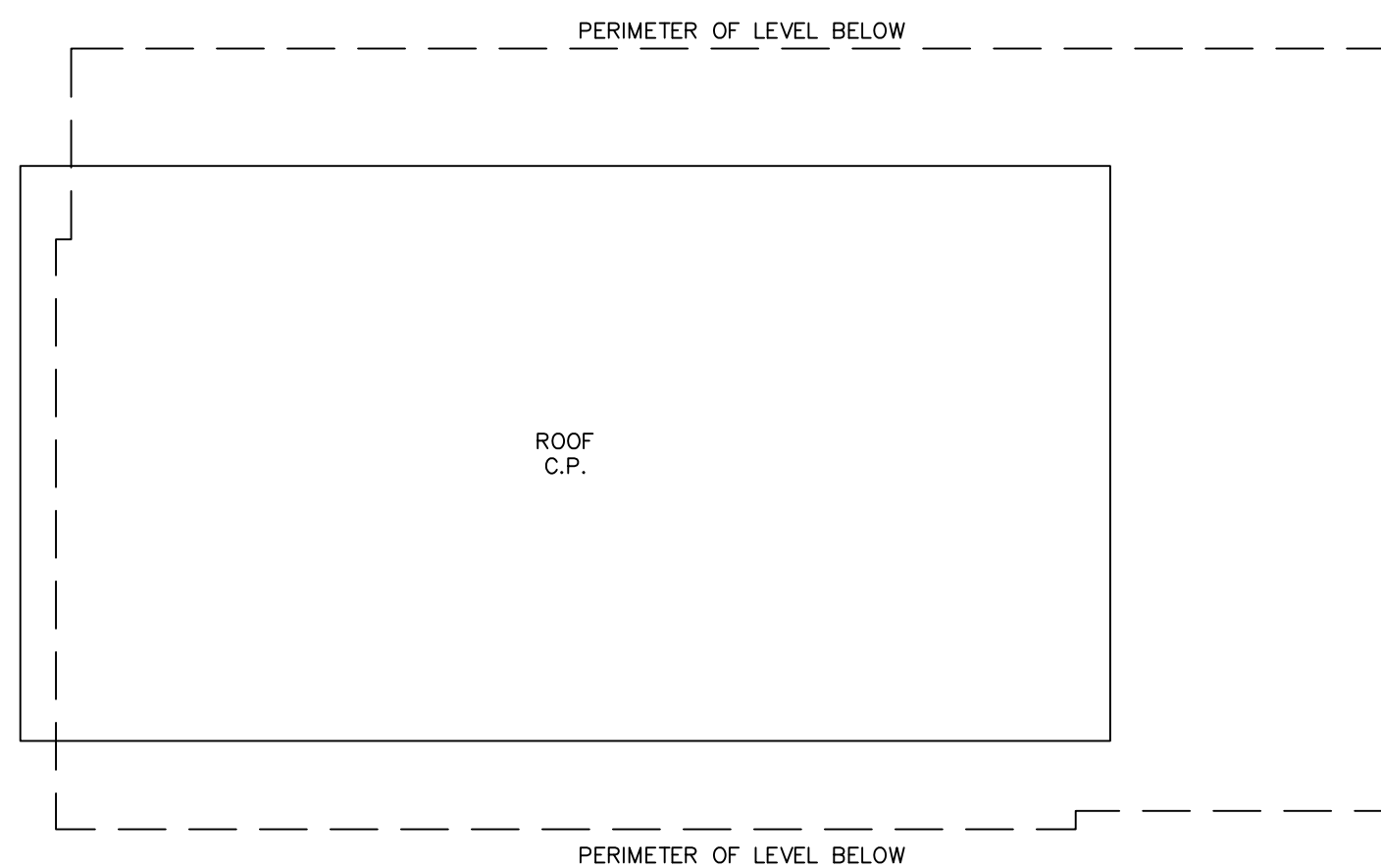
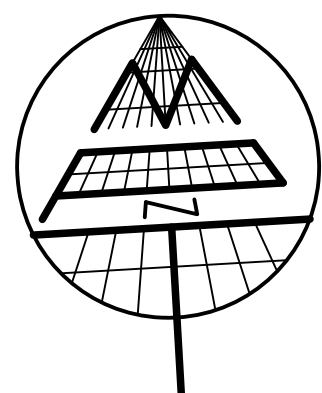
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RICHMOND, B.C., V7A 5H7  
PH: 604.270.9331 FAX: 604.270.4137  
CADFILE: 18594-5-PROPOSED STRATA-2.DWG

# FLOOR PLAN BUILDING 4 – ROOF

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



THE INTENDED PLOT SIZE OF THIS PLAN IS  
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 WHEN PLOTTED AT A SCALE OF 1:100



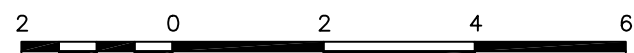
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 CADFILE: 18594-5-PROPOSED STRATA-2.DWG

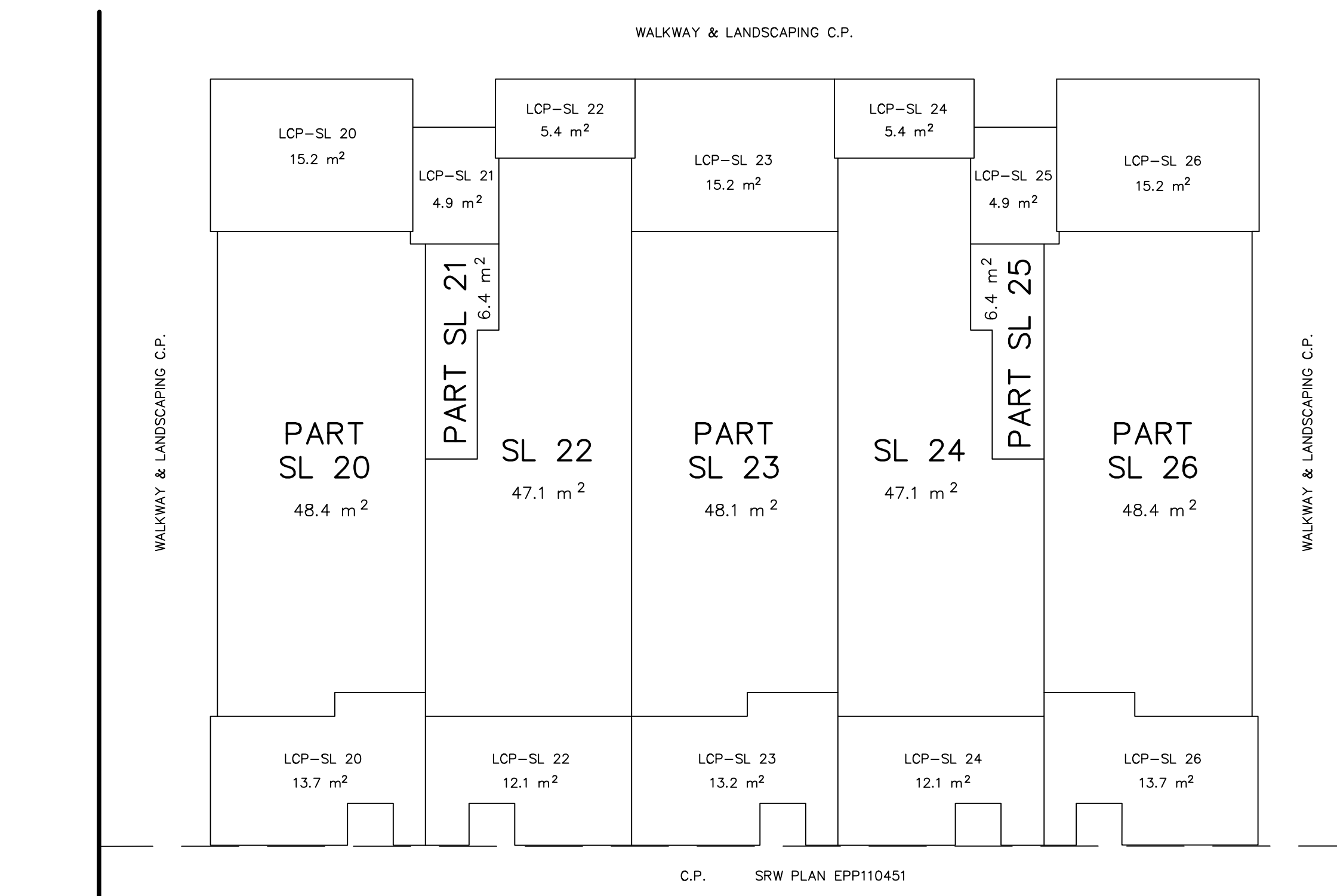
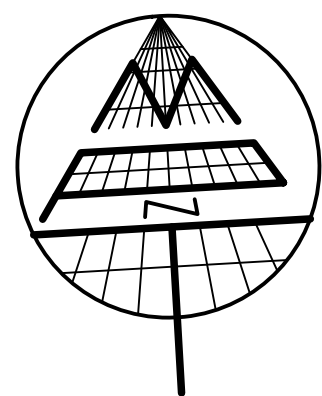


# FLOOR PLAN BUILDING 5 – GROUND LEVEL

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



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WHEN PLOTTED AT A SCALE OF 1:100



## WEST 49th AVENUE

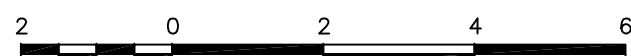
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V-21-18594-5-PRPSD STRATA-2

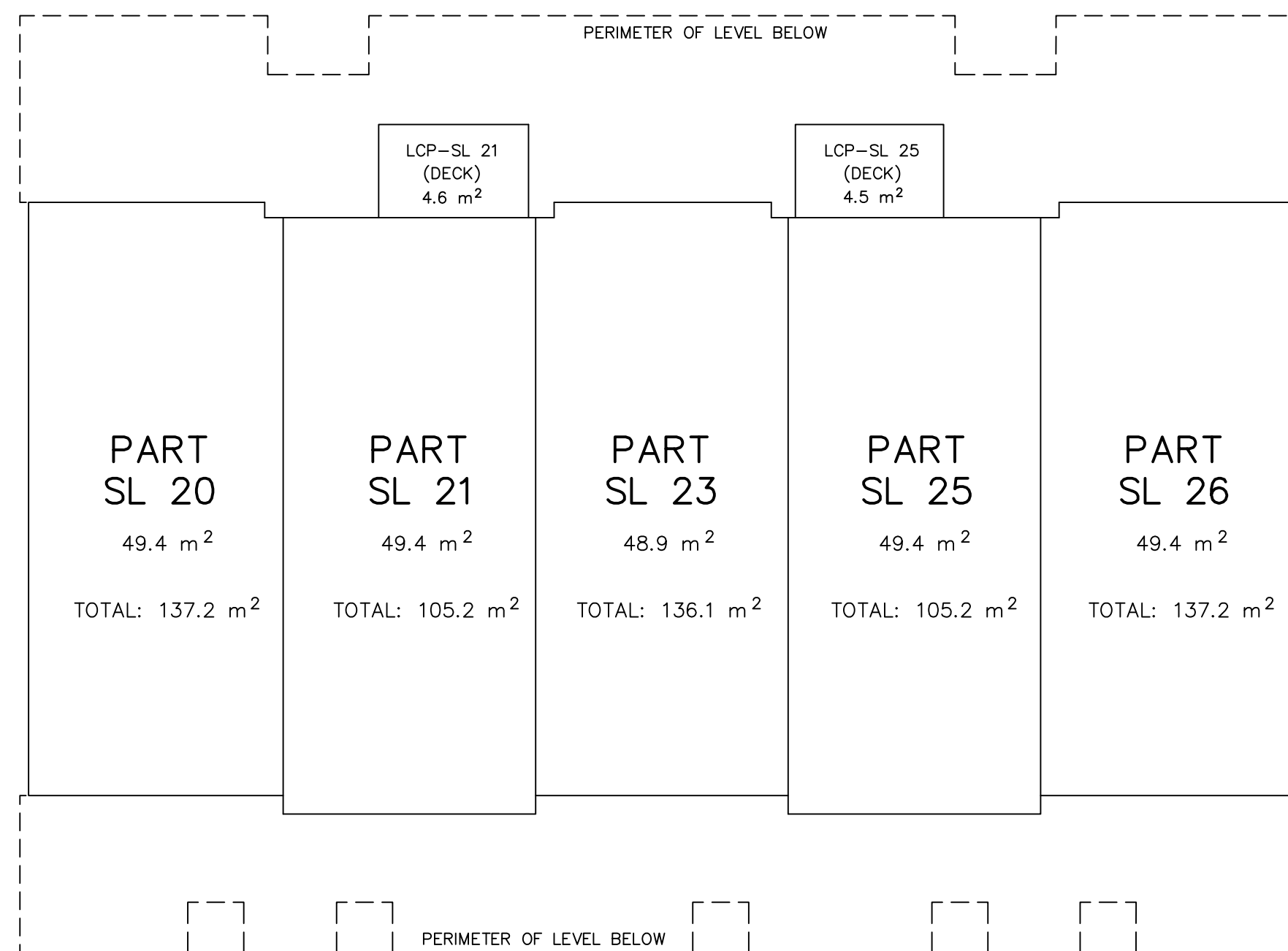
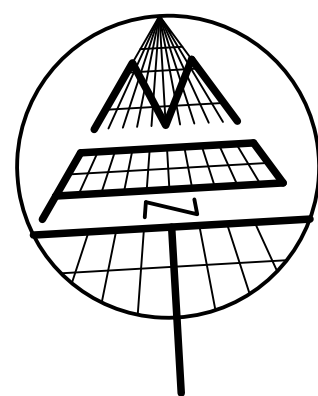
SEPTEMBER 24, 2021

# FLOOR PLAN BUILDING 5 – LEVEL 2

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



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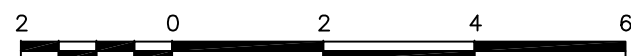


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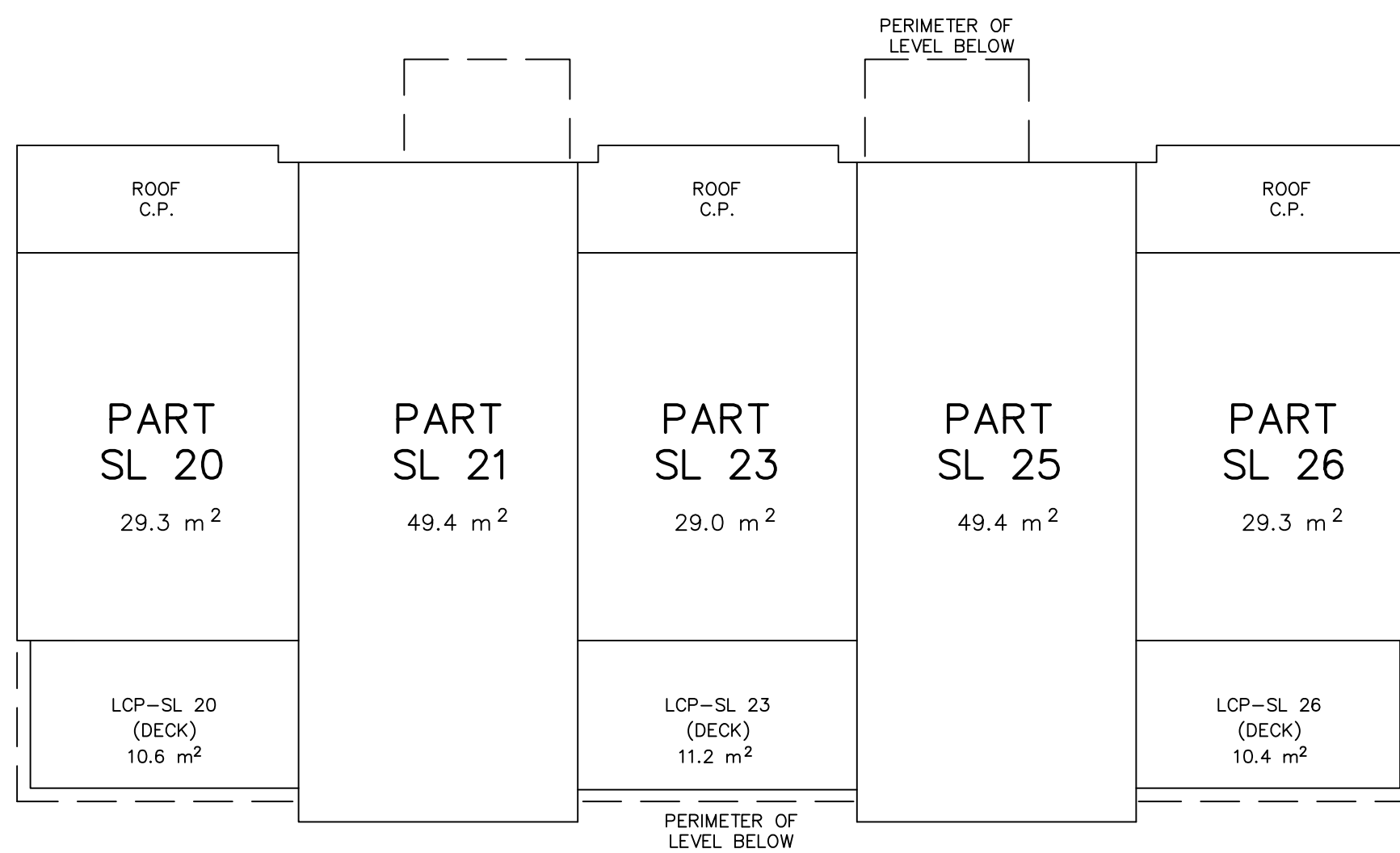
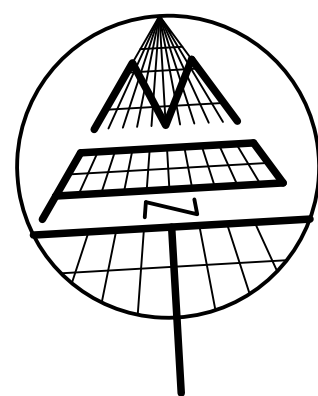
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# FLOOR PLAN BUILDING 5 – LEVEL 3

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



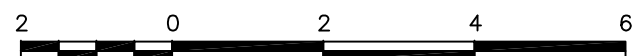
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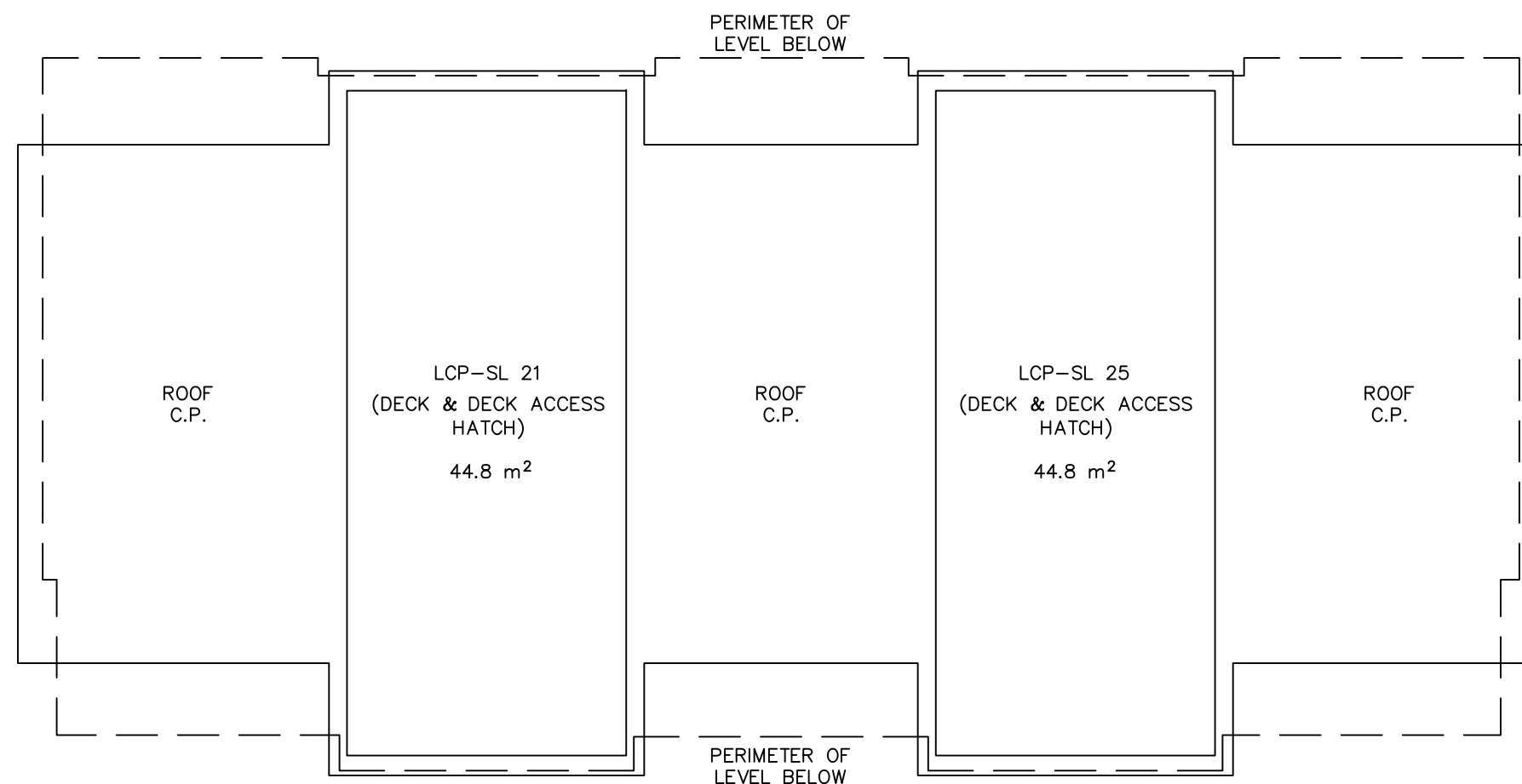
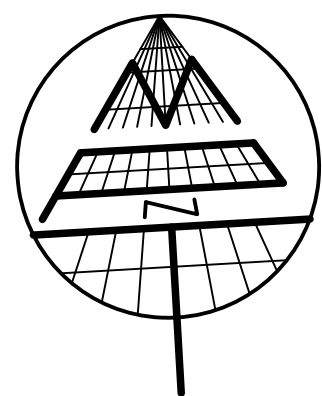
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# FLOOR PLAN BUILDING 5 – ROOF

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



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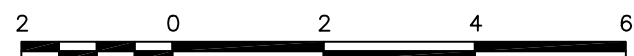
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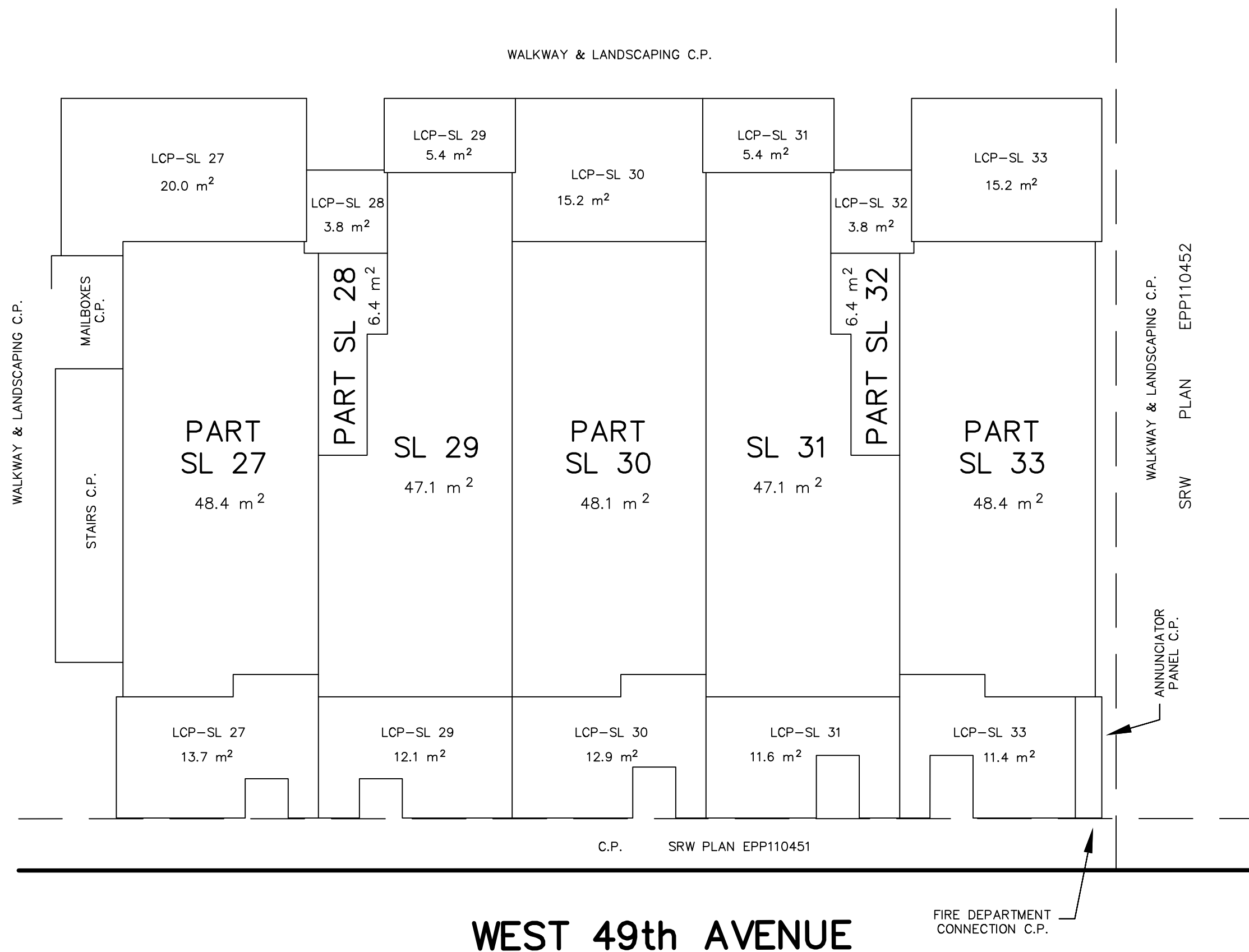
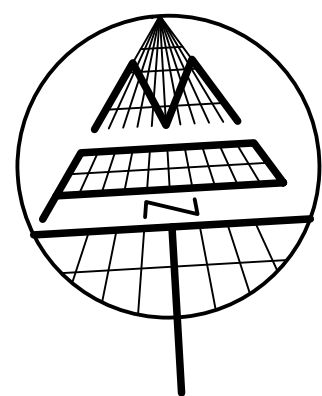
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# FLOOR PLAN BUILDING 6 – GROUND LEVEL

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



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WHEN PLOTTED AT A SCALE OF 1:100



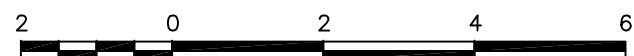
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 CADFILE: 18594-5-PROPOSED STRATA-2.DWG

V-21-18594-5-PRPSD STRATA-2

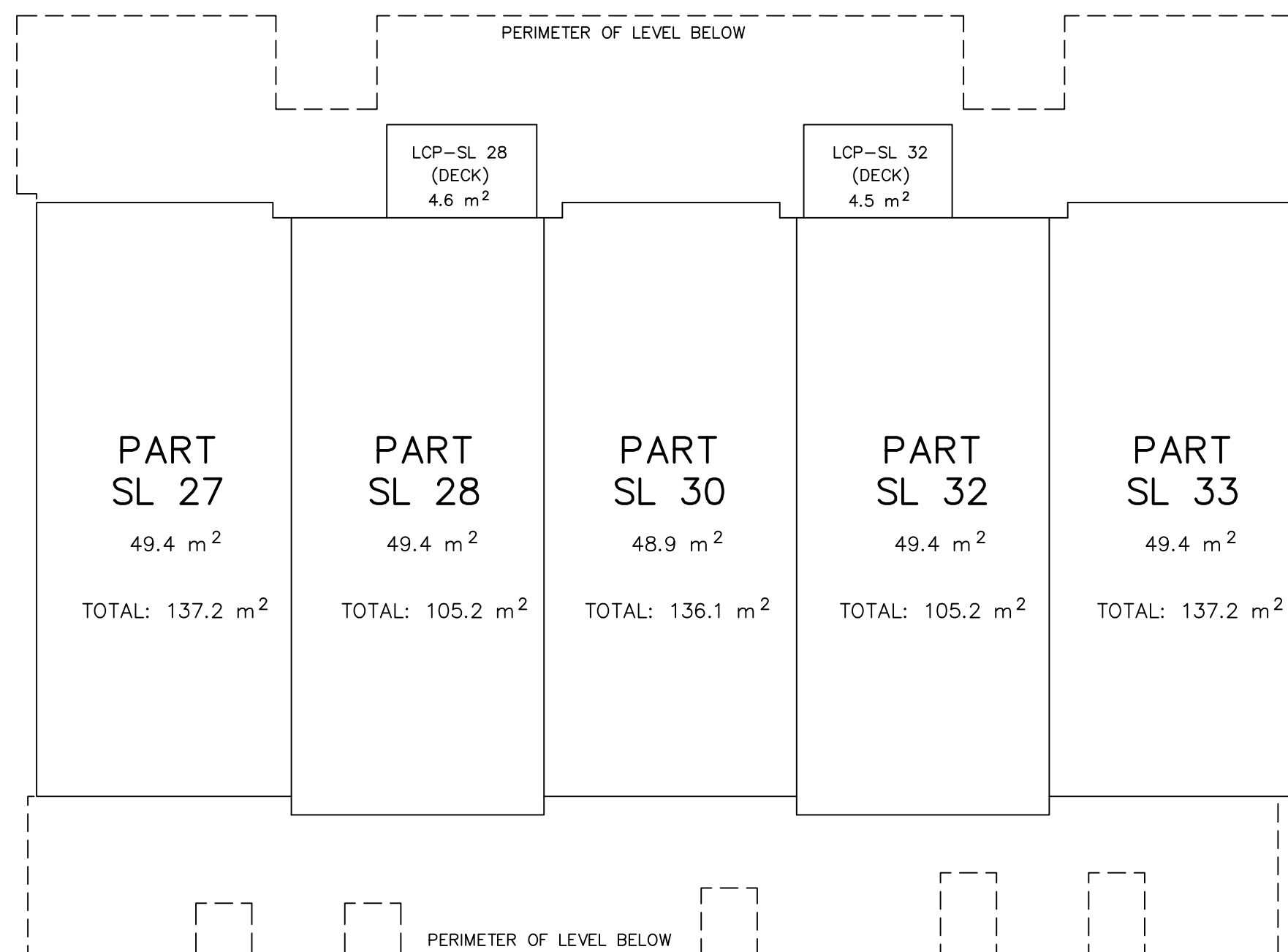
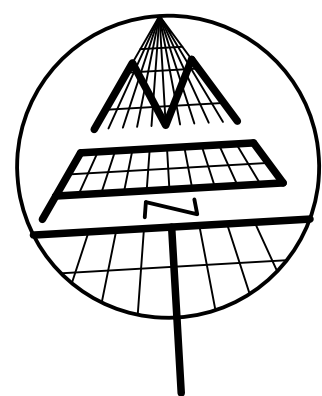
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# FLOOR PLAN BUILDING 6 – LEVEL 2

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



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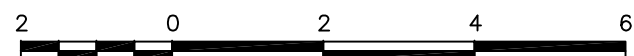


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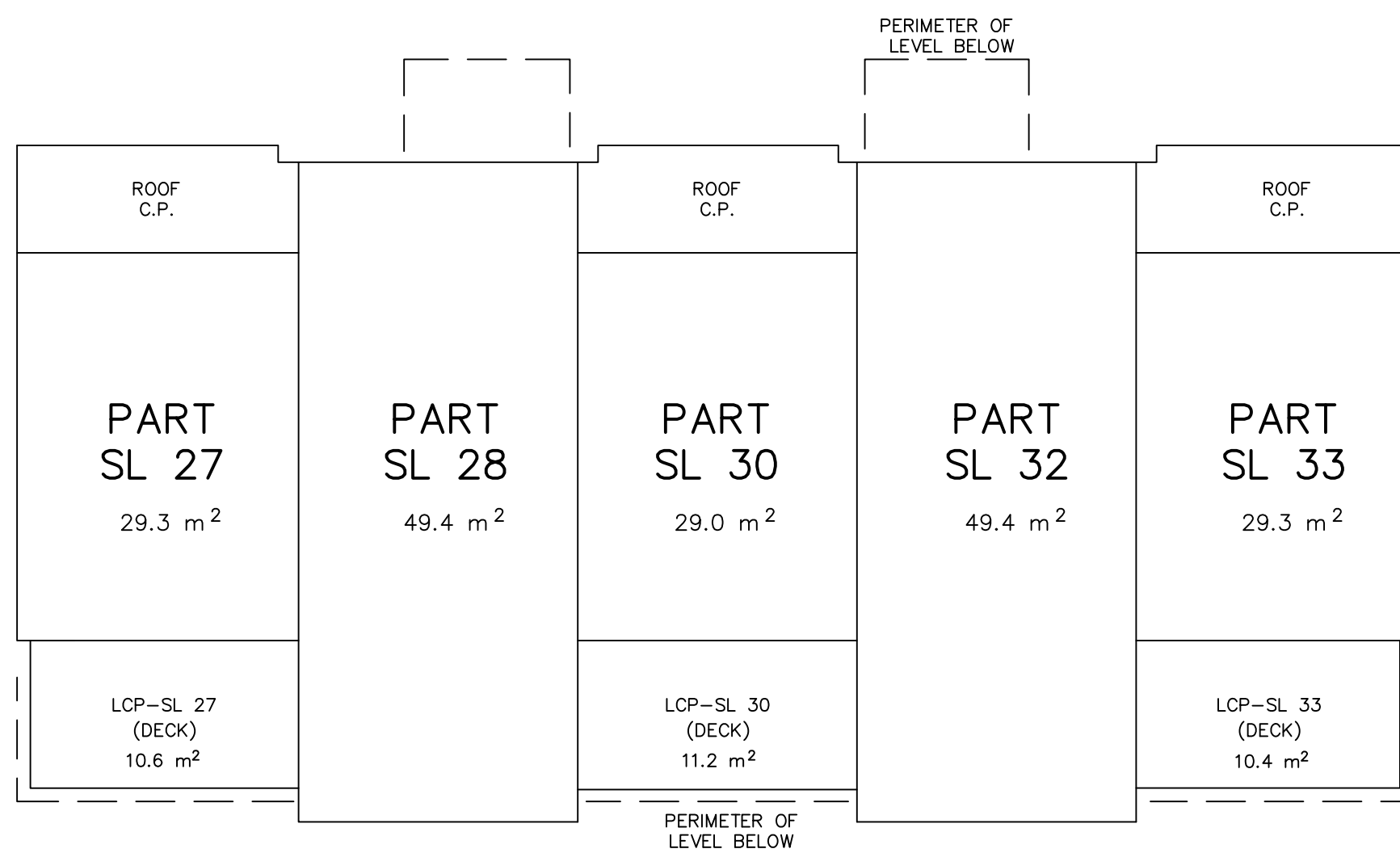
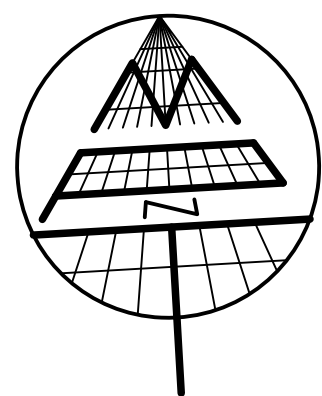
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CADFILE: 18594-5-PROPOSED STRATA-2.DWG

# FLOOR PLAN BUILDING 6 – LEVEL 3

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



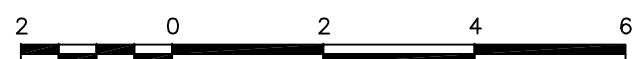
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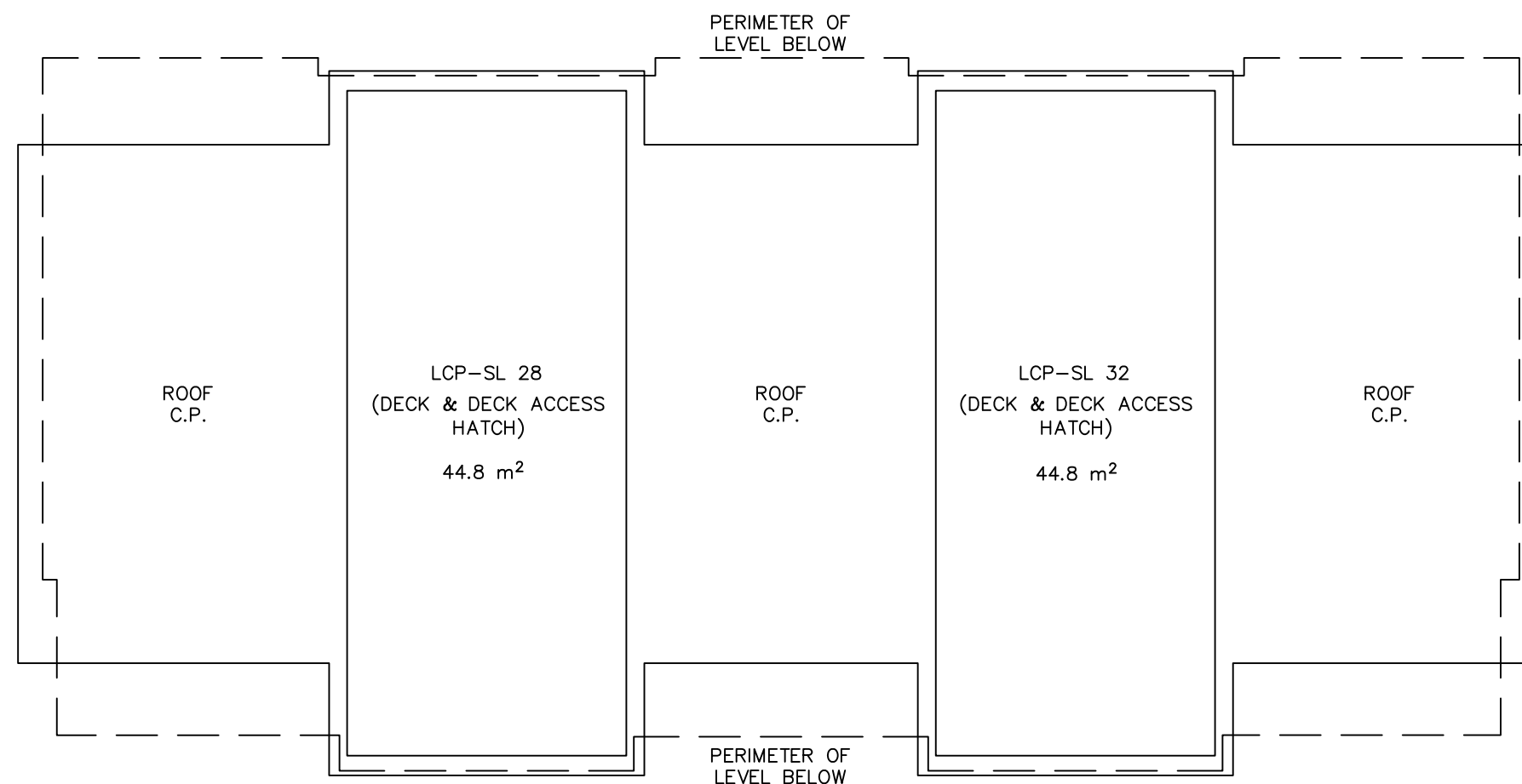
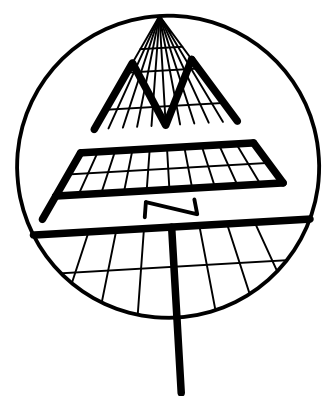
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 CADFILE: 18594-5-PROPOSED STRATA-2.DWG

# FLOOR PLAN BUILDING 6 – ROOF

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



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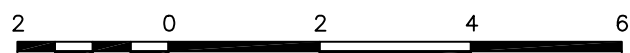
V-21-18594-5-PRPSD STRATA-2

SEPTEMBER 24, 2021

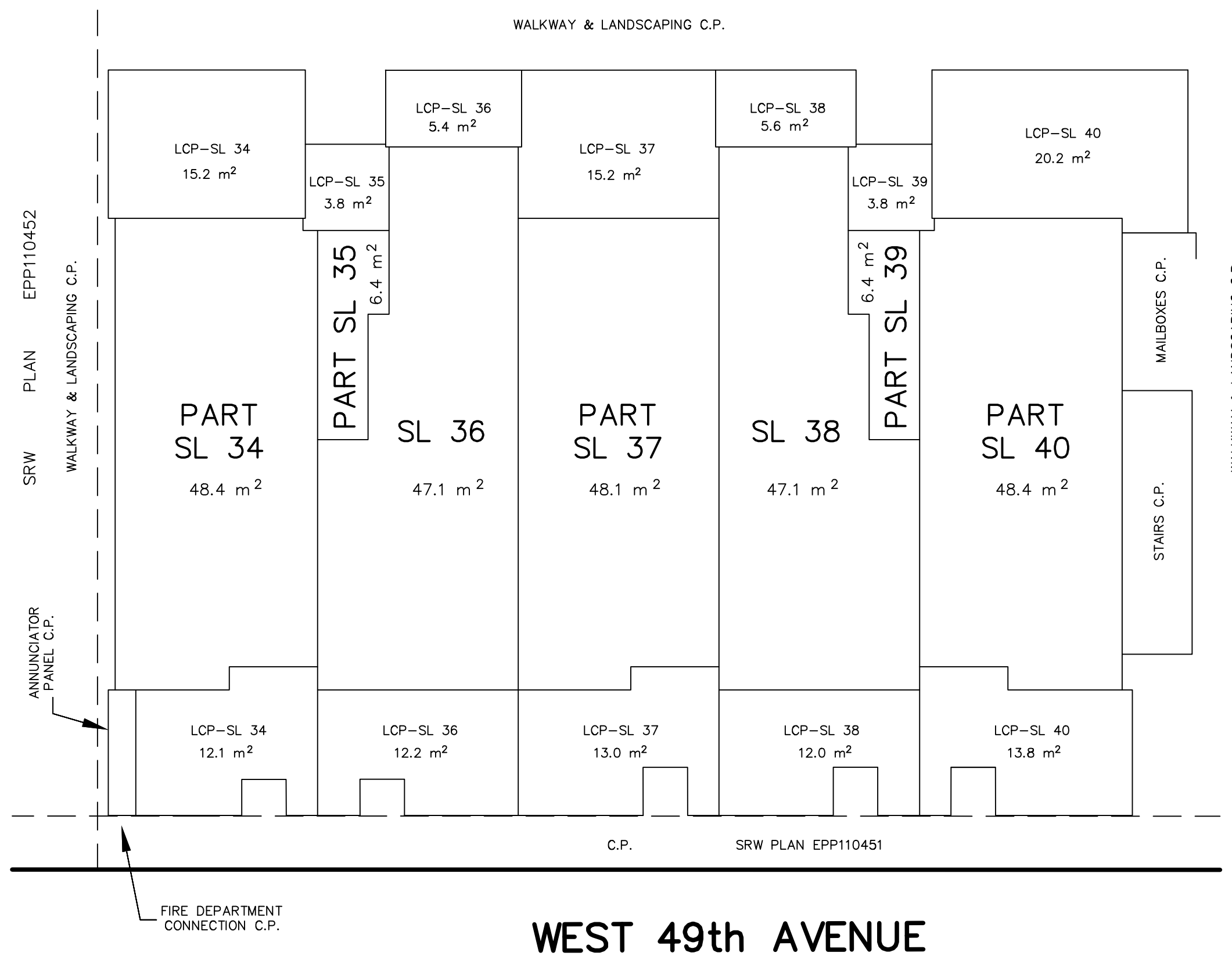
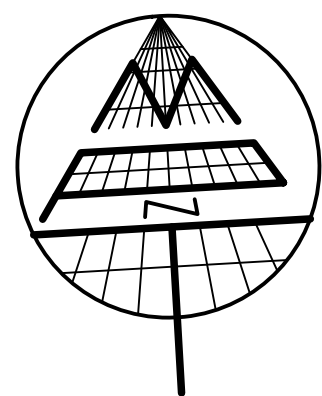


# FLOOR PLAN BUILDING 7 – GROUND LEVEL

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



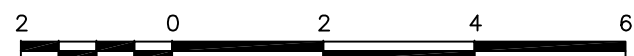
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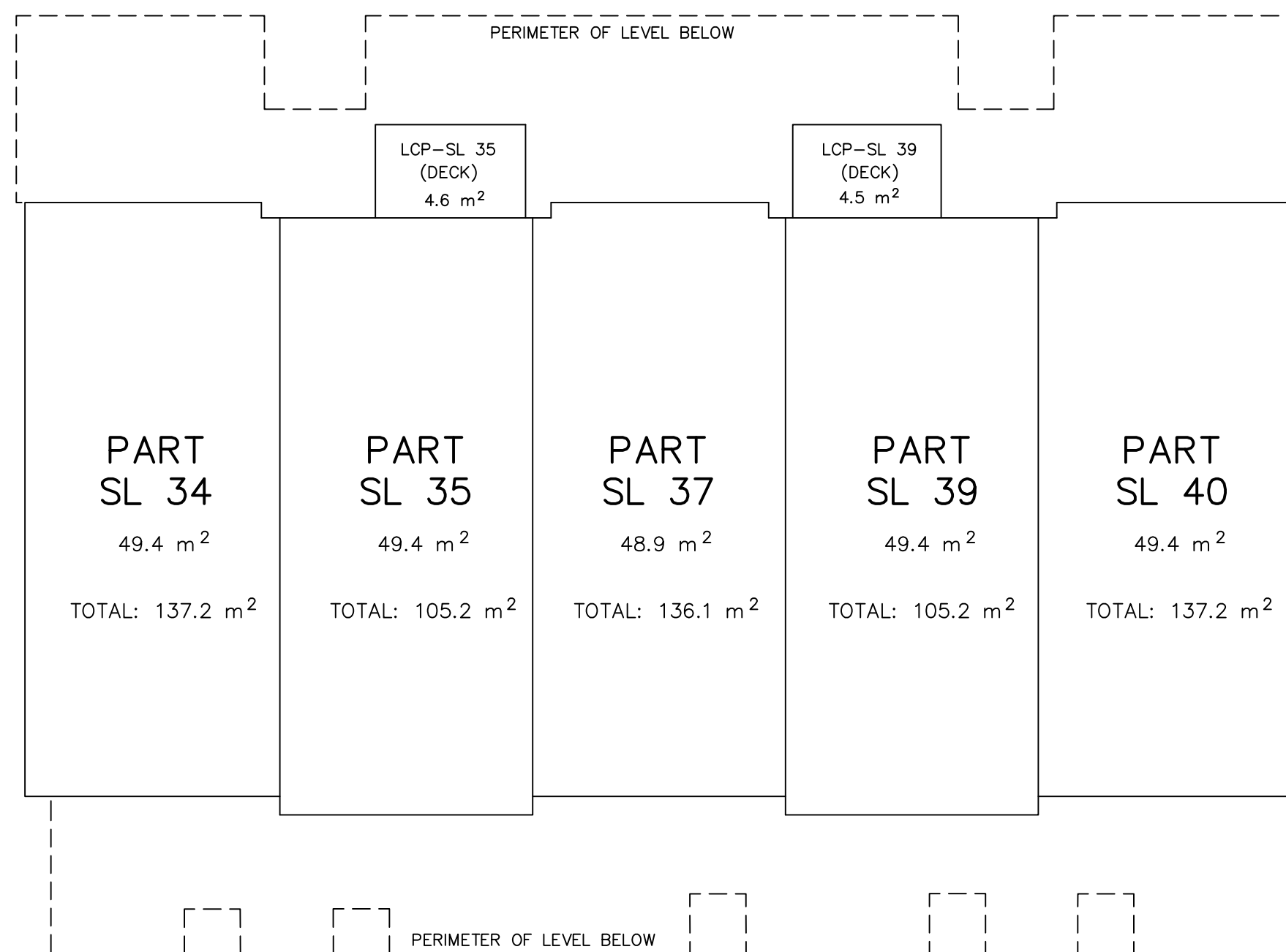
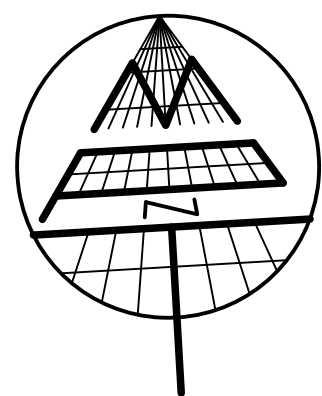
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 CADFILE: 18594-5-PROPOSED STRATA-2.DWG

# FLOOR PLAN BUILDING 7 – LEVEL 2

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



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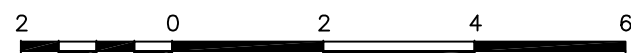


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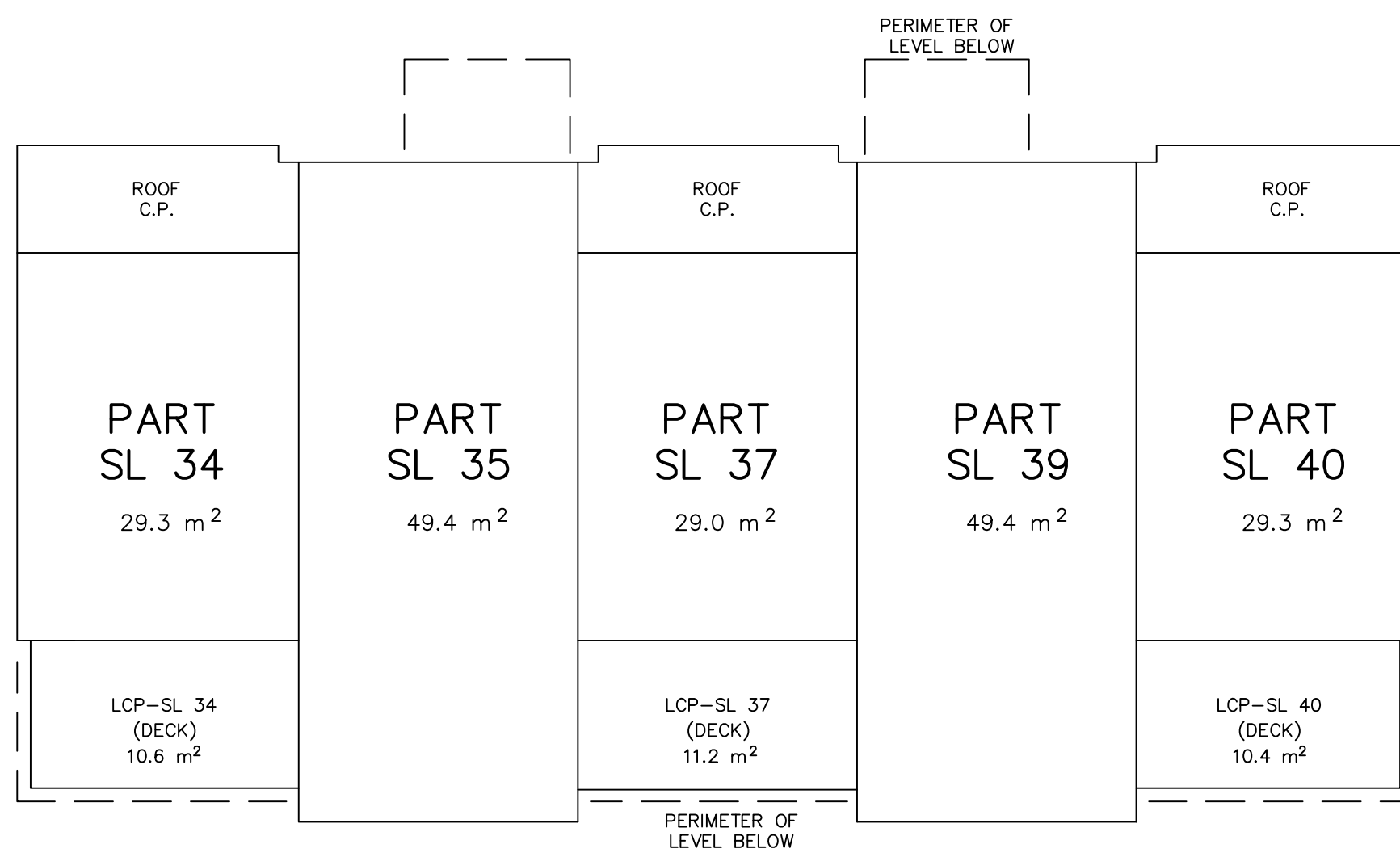
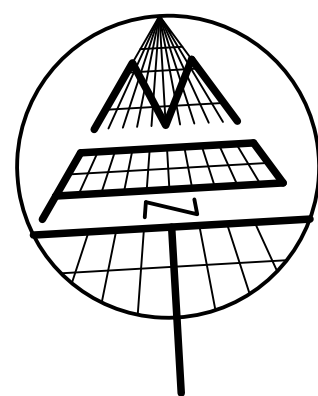
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CADFILE: 18594-5-PROPOSED STRATA-2.DWG

# FLOOR PLAN BUILDING 7 – LEVEL 3

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



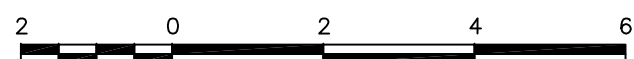
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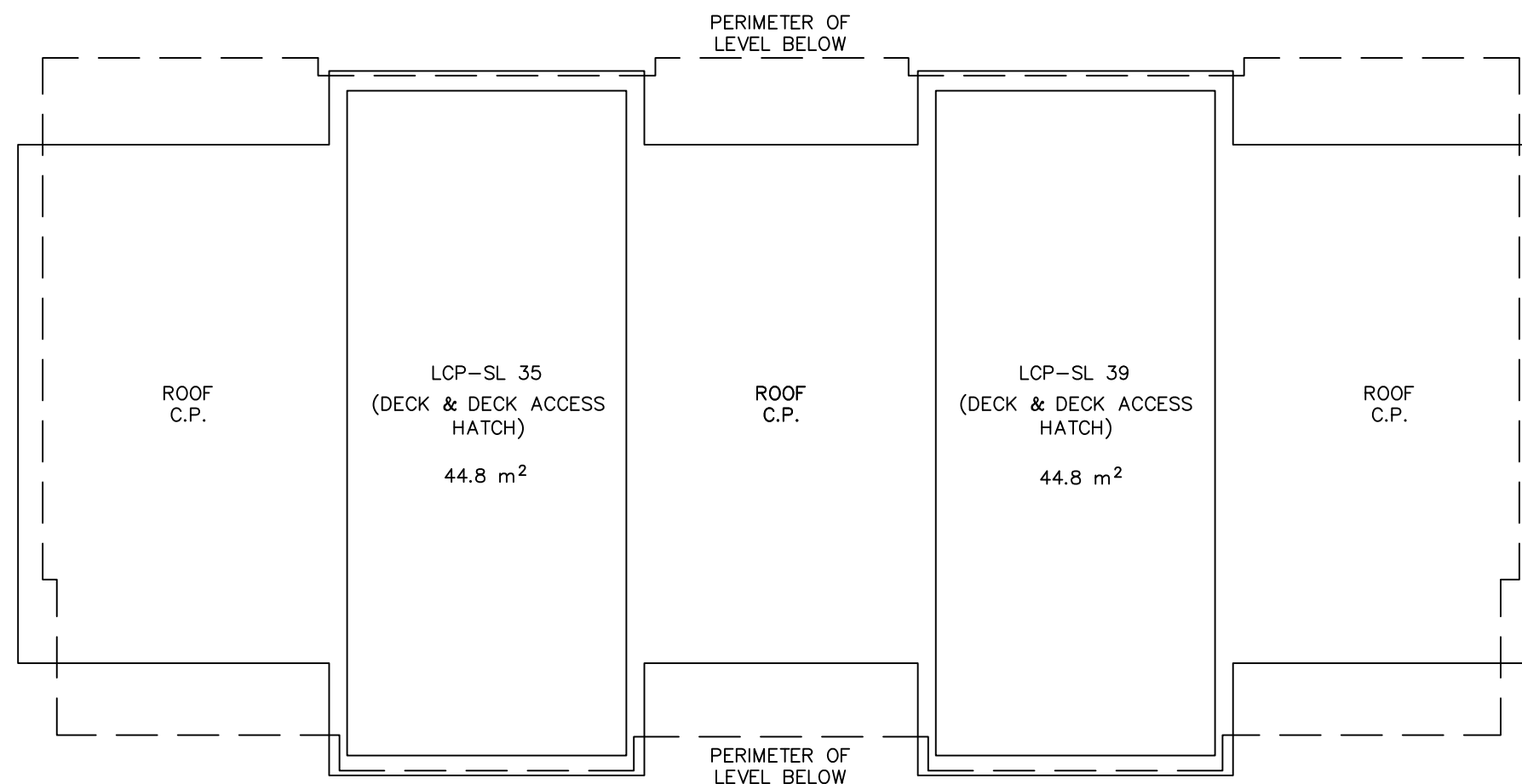
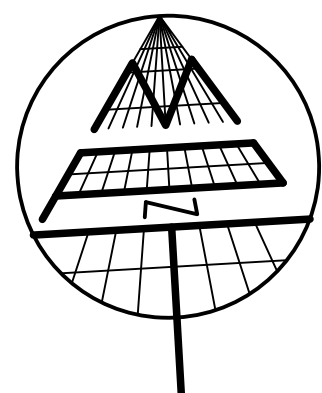
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# FLOOR PLAN BUILDING 7 – ROOF

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



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WHEN PLOTTED AT A SCALE OF 1:100



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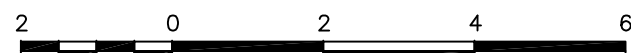
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V-21-18594-5-PRPSD STRATA-2

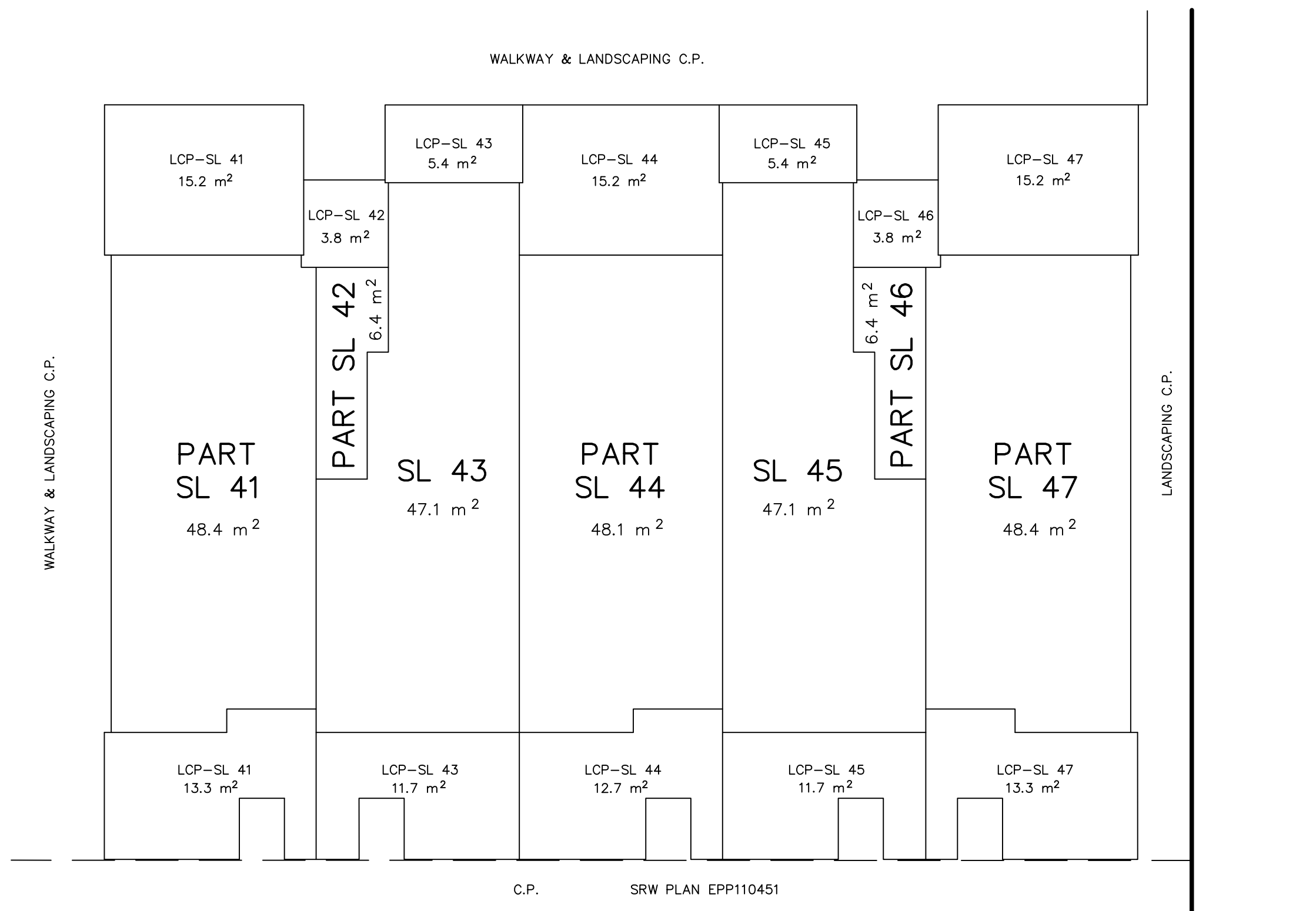
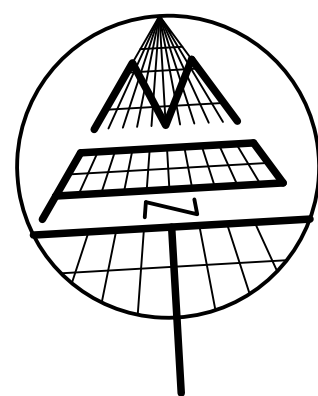
SEPTEMBER 24, 2021

# FLOOR PLAN BUILDING 8 – GROUND LEVEL

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



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560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)  
WHEN PLOTTED AT A SCALE OF 1:100



## WEST 49th AVENUE

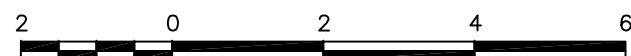
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V-21-18594-5-PRPSD STRATA-2

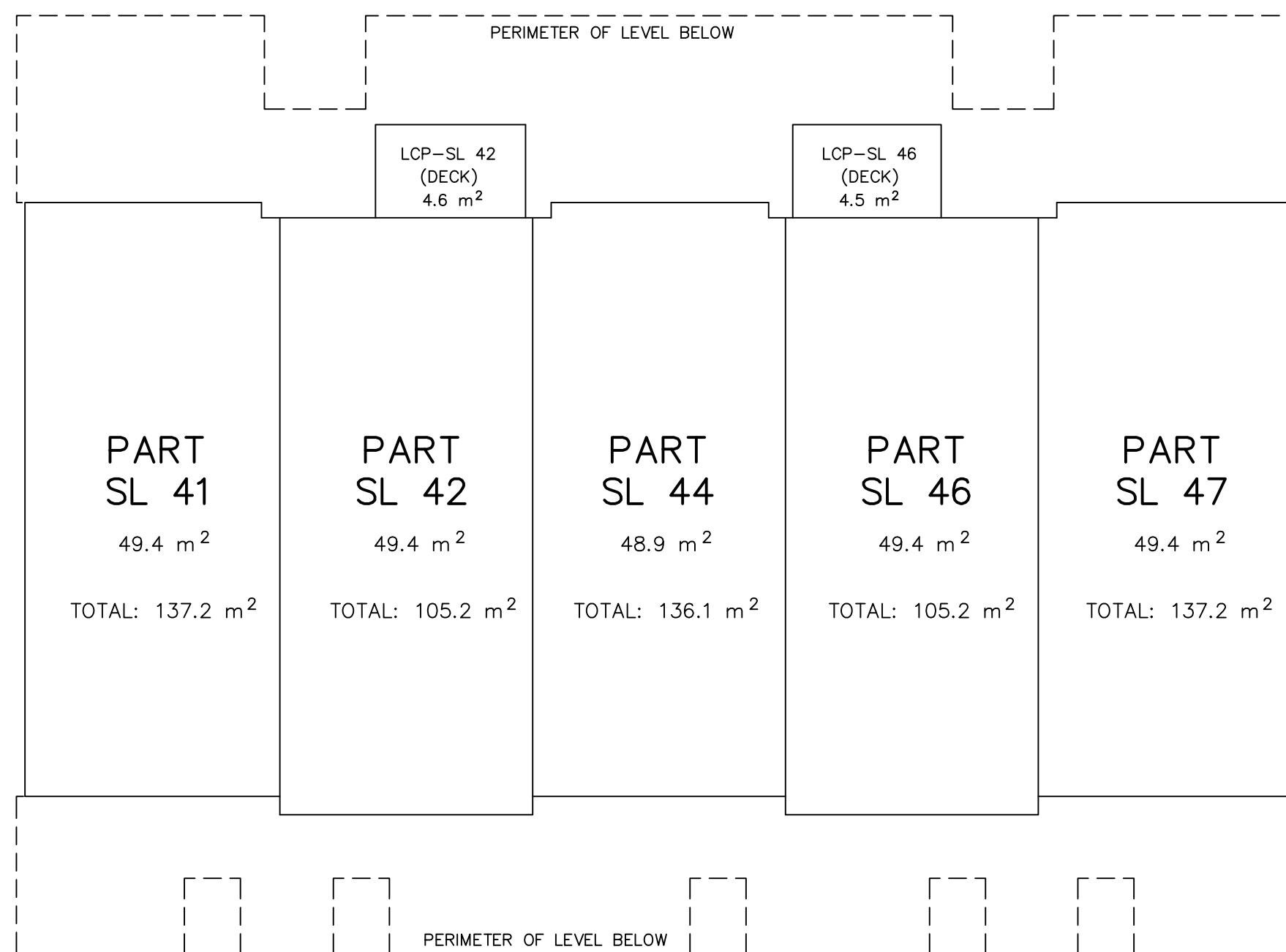
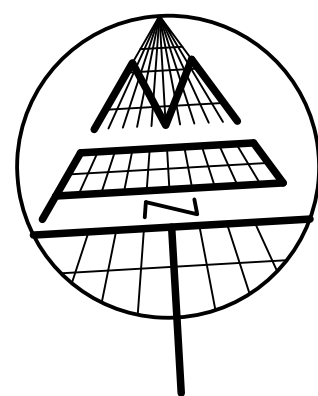
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# FLOOR PLAN BUILDING 8 – LEVEL 2

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



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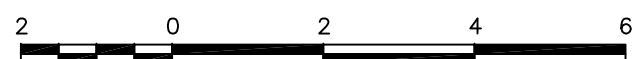
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V-21-18594-5-PRPSD STRATA-2

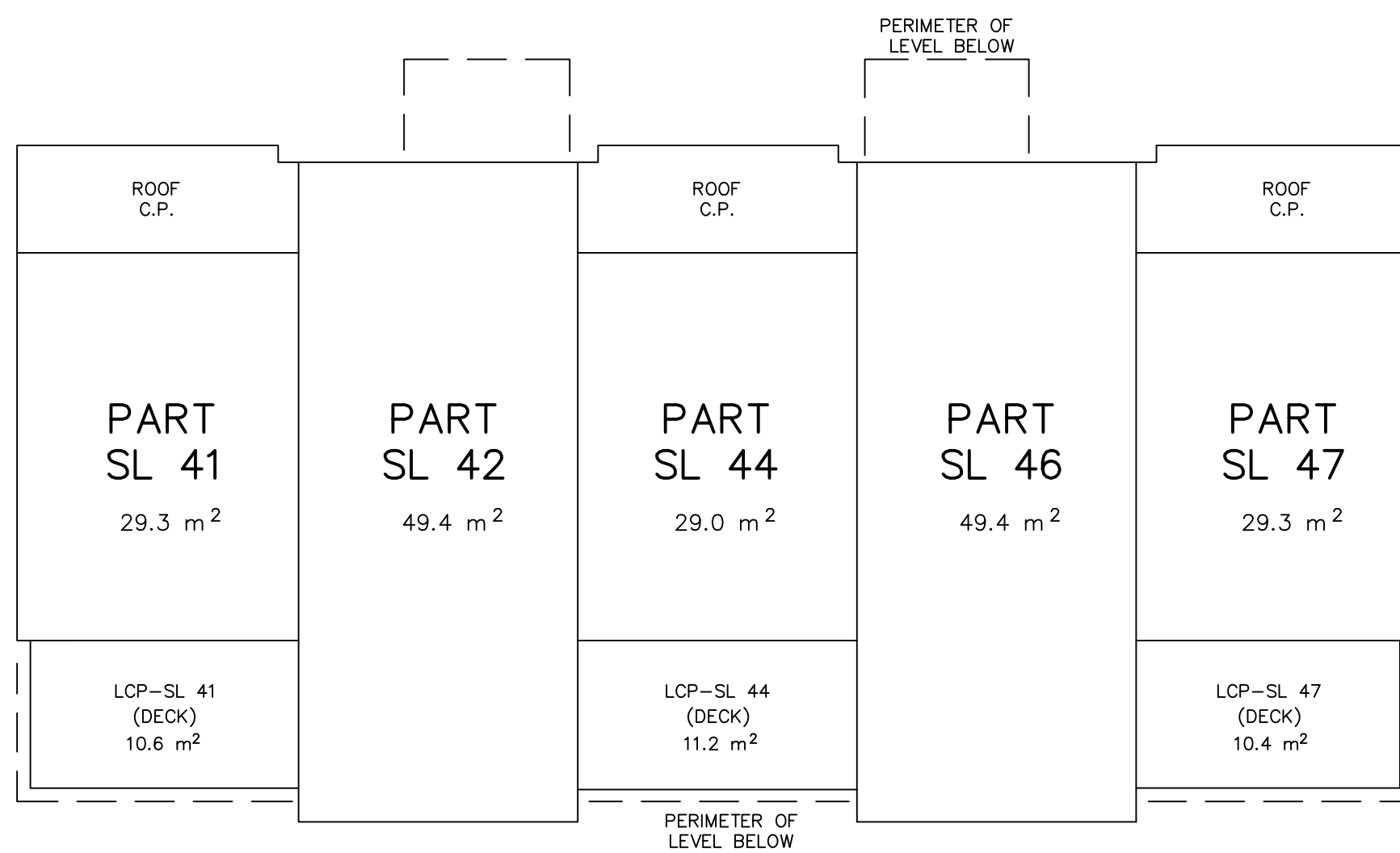
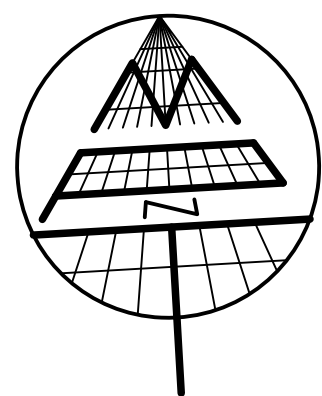
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# FLOOR PLAN BUILDING 8 – LEVEL 3

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



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WHEN PLOTTED AT A SCALE OF 1:100

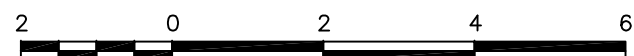


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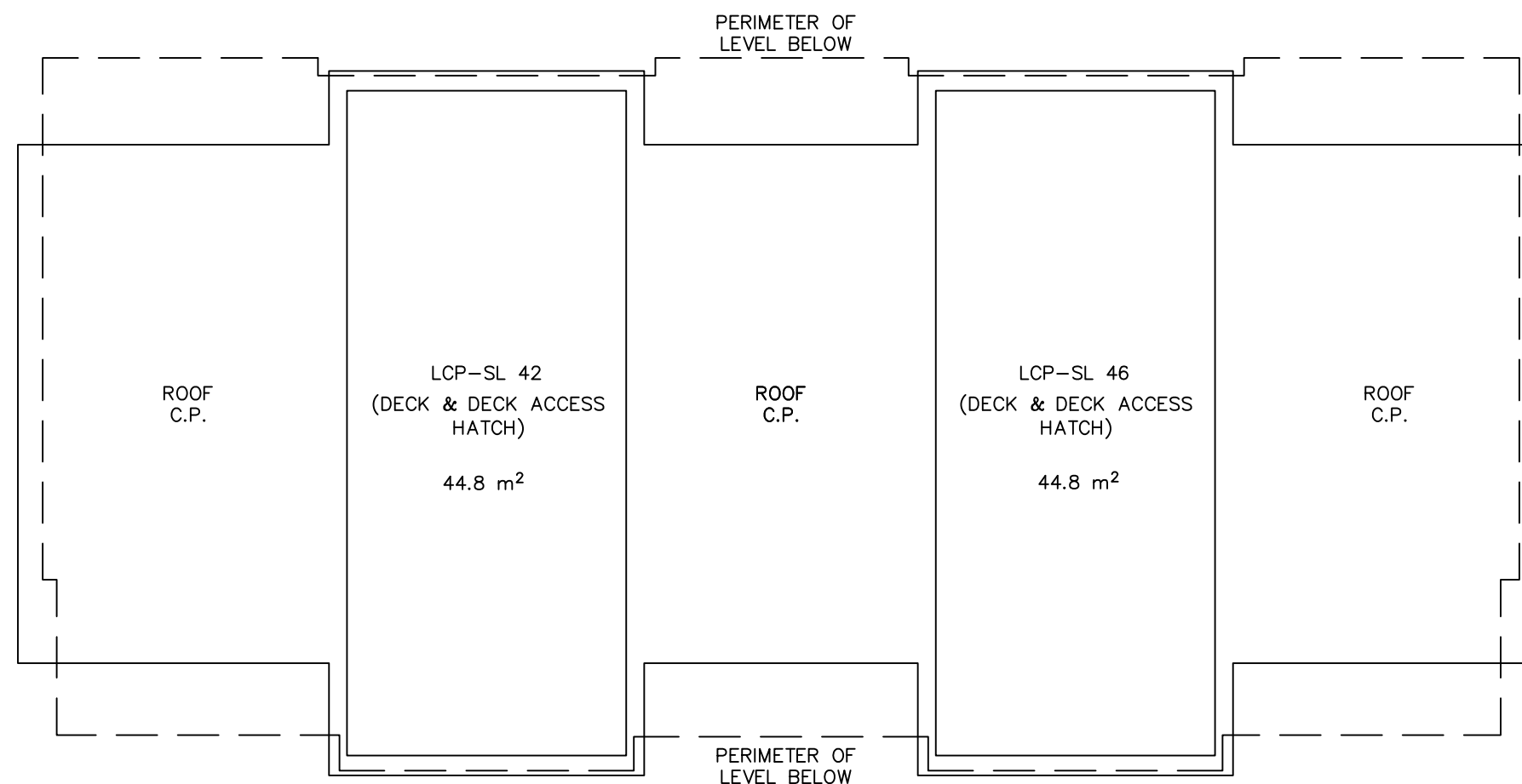
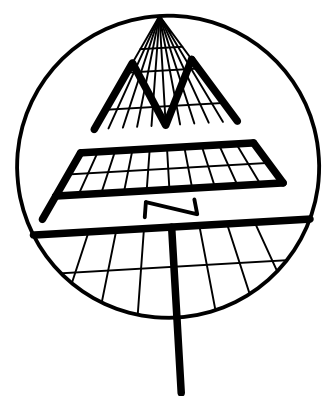
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# FLOOR PLAN BUILDING 8 – ROOF

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



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 CADFILE: 18594-5-PROPOSED STRATA-2.DWG



**EXHIBIT B**

**PROPOSED FORM V – SCHEDULE OF UNIT ENTITLEMENT**

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

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

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

P.I.D. \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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

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

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

**Certificate of British Columbia Land Surveyor**

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

Date: ..... (month, day, year).

.....  
Signature

**OR**

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

**OR**

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

.....  
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement
1	2, 4, 5, 6	144.0	144	2.59%
2	2, 4, 5, 6	144.1	144	2.59%
3	2, 4, 5, 6	143.7	144	2.59%
4	2, 4, 5, 6	143.7	144	2.59%
5	2, 4, 5, 6	144.0	144	2.59%
6	2, 8, 9, 10	144.0	144	2.59%
7	2, 8, 9, 10	144.1	144	2.59%
8	2, 8, 9, 10	143.7	144	2.59%
9	2, 8, 9, 10	143.7	144	2.59%
10	2, 8, 9, 10	144.0	144	2.59%
11	2, 12, 13, 14	144.0	144	2.59%
12	2, 12, 13, 14	144.1	144	2.59%
13	2, 12, 13, 14	143.7	144	2.59%
14	2, 12, 13, 14	143.7	144	2.59%
15	2, 12, 13, 14	144.0	144	2.59%
16	2, 16, 17, 18	144.5	145	2.61%
17	2, 16, 17, 18	144.4	144	2.59%
18	2, 16, 17, 18	144.1	144	2.59%
19	2, 16, 17	109.9	110	1.98%
20	2, 20, 21, 22	137.2	137	2.46%
21	20, 21, 22	105.2	105	1.89%
22	20	47.1	47	0.85%
23	2, 20, 21, 22	136.1	136	2.45%
24	20	47.1	47	0.85%
25	20, 21, 22	105.2	105	1.89%
26	2, 20, 21, 22	137.2	137	2.46%
27	2, 24, 25, 26	137.2	137	2.46%
28	24, 25, 26	105.2	105	1.89%
29	24	47.1	47	0.85%
30	2, 24, 25, 26	136.1	136	2.45%
31	24	47.1	47	0.85%
32	24, 25, 26	105.2	105	1.89%
33	2, 24, 25, 26	137.2	137	2.46%
34	2, 28, 29, 30	137.2	137	2.46%
35	28, 29, 30	105.2	105	1.89%
36	28	47.1	47	0.85%
37	2, 28, 29, 30	136.1	136	2.45%
38	28	47.1	47	0.85%
39	28, 29, 30	105.2	105	1.89%
40	2, 28, 29, 30	137.2	137	2.46%

41	2, 32, 33, 34	137.2	137	2.46%
42	32, 33, 34	105.2	105	1.89%
43	32	47.1	47	0.85%
44	2, 32, 33, 34	136.1	136	2.45%
45	32	47.1	47	0.85%
46	32, 33, 34	105.2	105	1.89%
47	2, 32, 33, 34	137.2	137	2.46%
<b>Total number of strata lots: 47</b>		<b>Total Unit Entitlement: 5559</b>		

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

Date: ..... (month, day, year)

.....  
Signature of Owner Developer

**EXHIBIT C**

**PROPOSED INTERIM BUDGET OF ESTIMATED OPERATING EXPENSES**

## INTERIM BUDGET STRATA PLAN EPS \_\_\_\_\_

	Interim Budget (Common Expenses)	Interim Budget (Expenses Exclusive to Type <sup>1</sup> ) 28 Strata Lots
<b>INCOME</b>		
Strata Fees	\$269,769	\$3,000
Other Income	\$0	\$0
Interest earned	\$0	\$0
<b>Total Income</b>	<b>\$269,769</b>	<b>\$3,000</b>
<b>EXPENSES</b>		
Administration	\$2,300	\$0
Enterphone/Access Control Lease	\$13,500	\$0
Insurance	\$52,000	\$0
Property Management Fees	\$34,980	\$0
<b>Total Administration</b>	<b>\$102,780</b>	<b>\$0</b>
Dryer Vent Cleaning	\$1,700	\$0
Doors/Locks Upgrade	\$4,000	\$0
Elevator Maintenance	\$0	\$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	\$10,000	\$0
Landscaping	\$19,000	\$0
General Repair and Maintenance	\$7,500	\$0
Mechanical/Plumbing	\$5,000	\$3,000 <sup>2</sup>
Mechanical - DDC	\$5,000	
Mechanical - VRF Maintenance	\$2,600	
Parkade Cleaning	\$1,000	\$0
Pathway Maintenance (SRW)	\$2,000	\$0
Pest Control	\$1,000	\$0
Professional Fees	\$1,500	\$0
Snow Removal	\$2,200	\$0
Warranty Inspection Report	\$4,000	\$0
Window Cleaning	\$3,000	\$0
<b>Total Repair and Maintenance</b>	<b>\$76,500</b>	<b>\$3,000</b>
Electricity	\$48,000	\$0
Water Sewer	\$15,000	\$0
Trash /Recycling/Composting	\$13,500	\$0
Natural Gas	\$1,000	\$0
<b>Total Utilities</b>	<b>\$77,500</b>	<b>\$0</b>
<b>Total</b>	<b>\$256,780</b>	<b>\$3,000</b>
Contingency Reserve (5%)	\$12,989	\$0
<b>TOTAL OPERATING COSTS</b>	<b>\$269,769</b>	<b>\$3,000</b>
<b>Total Surplus/Deficit</b>	<b>\$0</b>	<b>\$0</b>

<sup>1</sup> Amounts in this column are payable only by owners of the Central Heat Pump Strata Lots. Future annual budgets may include expenses exclusive to either one or both strata lot types.

<sup>2</sup> This "type" expense of \$3,000 relates to the repair and maintenance of the CHP System.

**EXHIBIT D**

**ESTIMATED MONTHLY ASSESSMENTS PER STRATA LOT**



INTERIM STRATA FEES

STRATA PLAN EPS \_\_\_\_

Unit	SL	U.E.	Operating Contribution	Contingency Contribution	Type Contribution <sup>1</sup>	Total Strata Fees
1	1	144	\$554.30	\$28.04		\$582.34
2	2	144	\$554.30	\$28.04		\$582.34
3	3	144	\$554.30	\$28.04		\$582.34
4	4	144	\$554.30	\$28.04		\$582.34
5	5	144	\$554.30	\$28.04		\$582.34
6	6	144	\$554.30	\$28.04		\$582.34
7	7	144	\$554.30	\$28.04		\$582.34
8	8	144	\$554.30	\$28.04		\$582.34
9	9	144	\$554.30	\$28.04		\$582.34
10	10	144	\$554.30	\$28.04		\$582.34
11	11	144	\$554.30	\$28.04		\$582.34
12	12	144	\$554.30	\$28.04		\$582.34
13	13	144	\$554.30	\$28.04		\$582.34
14	14	144	\$554.30	\$28.04		\$582.34
15	15	144	\$554.30	\$28.04		\$582.34
16	16	145	\$558.15	\$28.23		\$586.38
17	17	144	\$554.30	\$28.04		\$582.34
18	18	144	\$554.30	\$28.04		\$582.34
19	19	110	\$423.42	\$21.42		\$444.84
20	20	137	\$527.36	\$26.68	\$11.99	\$566.03
21	21	105	\$404.18	\$20.44	\$9.19	\$433.81
22	22	47	\$180.92	\$9.15	\$4.11	\$194.18
23	23	136	\$523.51	\$26.48	\$11.90	\$561.89
24	24	47	\$180.92	\$9.15	\$4.11	\$194.18
25	25	105	\$404.18	\$20.44	\$9.19	\$433.81
26	26	137	\$527.36	\$26.68	\$11.99	\$566.03
27	27	137	\$527.36	\$26.68	\$11.99	\$566.03
28	28	105	\$404.18	\$20.44	\$9.19	\$433.81
29	29	47	\$180.92	\$9.15	\$4.11	\$194.18
30	30	136	\$523.51	\$26.48	\$11.90	\$561.89
31	31	47	\$180.92	\$9.15	\$4.11	\$194.18
32	32	105	\$404.18	\$20.44	\$9.19	\$433.81
33	33	137	\$527.36	\$26.68	\$11.99	\$566.03
34	34	137	\$527.36	\$26.68	\$11.99	\$566.03
35	35	105	\$404.18	\$20.44	\$9.19	\$433.81
36	36	47	\$180.92	\$9.15	\$4.11	\$194.18
37	37	136	\$523.51	\$26.48	\$11.90	\$561.89
38	38	47	\$180.92	\$9.15	\$4.11	\$194.18
39	39	105	\$404.18	\$20.44	\$9.19	\$433.81
40	40	137	\$527.36	\$26.68	\$11.99	\$566.03
41	41	137	\$527.36	\$26.68	\$11.99	\$566.03
42	42	105	\$404.18	\$20.44	\$9.19	\$433.81
43	43	47	\$180.92	\$9.15	\$4.11	\$194.18
44	44	136	\$523.51	\$26.48	\$11.90	\$561.89
45	45	47	\$180.92	\$9.15	\$4.11	\$194.18
46	46	105	\$404.18	\$20.44	\$9.19	\$433.81
47	47	137	\$527.36	\$26.68	\$11.99	\$566.03
<b>Total UE</b>		<b>5,559</b>	<b>\$21,398.39</b>	<b>\$1,082.41</b>	<b>\$249.92</b>	<b>\$22,730.72</b>
<b>Total Annual</b>			<b>\$256,780</b>	<b>\$12,989</b>	<b>\$3,000</b>	<b>\$272,769</b>

<sup>1</sup> Additional strata fees listed as Type Contributions are payable only by owners of the Central Heat Pump Strata Lots, however, depending on future annual budgets, Type Contributions may be payable by strata lots of either one or both strata lot types.



**EXHIBIT E**

**PROPOSED FORM Y – OWNER DEVELOPER’S NOTICE OF DIFFERENT BYLAWS**

**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 EPS \_\_\_\_\_, 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: \_\_\_\_\_

***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 carry on sales and leasing functions 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) parking on common property which is proximate to a display strata lot or to an unsold strata lot for the owner developer's staff and representatives, 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."; and
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 move-in to the Development. 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, the outdoor seating area (the "**Outdoor Seating Area**") and any other 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, private garage 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, private garages 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, private garage 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, private garage or bicycle/storage locker leased by the owner or, when specifically agreed with another owner, the parking space, private garage or bicycle/storage locker assigned to the strata lot of that other owner;
  - (b) permit their visitors to use any parking space, private garage or bicycle/storage locker in the building or on the common property or on any limited common property, except such parking space 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, private garage or bicycle/storage locker assigned by the strata corporation to his or her strata lot to, or otherwise permit that parking space, private garage 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 or private garage, 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 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.
- (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, private garage 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, private garage 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) 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 visitor 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 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 may be subject to receptacle fees charged by the strata corporation, from time to time, and 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, 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 the Outdoor Seating Area), 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 41. 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 is 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 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, 21, 23, 25, 26, 27, 28, 30, 32, 33, 34, 35, 37, 39, 40, 41, 42, 44, 46 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.

### **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** (775 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** (765 W. 49<sup>th</sup> Ave.), and **Building 8** (749 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.”.



**EXHIBIT F**

**PROPOSED FORM OF PARKING AND BYCICLE/STORAGE LEASE**

# ROWE

## PARKING AND BICYCLE/STORAGE LEASE

THIS LEASE made as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

### **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 (collectively, the “**Stalls**” and each a “**Stall**”) 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 storage room (the “**Common Storage Room**”) located within the Leased Premises;
- I. The Strata Plan will designate the Leased Premises (including the Stalls, 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 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 Remainder 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 and Bicycle/Storage Lockers in the Leased Premises and all users of such Stalls and Bicycle/Storage Lockers;
- (b) are fairly and uniformly enforced with respect to all Stalls and Bicycle/Storage Lockers (other than any Stall designated for handicapped use, if any) and all users of such Stalls and Bicycle/Storage Lockers;
- (c) do not interfere with Tenant's or any subsequent assignee's right of continuous uninterrupted access to the Stalls 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 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 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 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 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 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 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 or Bicycle/Storage Locker hereunder transfers all of his or her interest in a Strata Lot (the "**Transferred Strata Lot**") to which such Stall 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 or Bicycle/Storage Locker to another owner or transferee of a Strata Lot, then the interest of the Vendor in such Stall 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 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 and/or Bicycle/Storage Locker (the "**First Stall/Locker**") may exchange his, her or its interest in the First Stall/Locker with the holder of an interest (in this subsection 4.03(a), the "**Second Owner**") in a different Stall and/or Bicycle/Storage Locker (the "**Second Stall/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/Locker, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Stall/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 and/or Bicycle/Storage Locker may transfer his, her or its interest in such Stall 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 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 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 or Bicycle/Storage Locker is at the time appurtenant, unless the assignee is the Strata Corporation or Tenant in which event the Stall 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 or Bicycle/Storage Locker is assigned and the number of the Strata Lot to which such Stall 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 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, 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, Bicycle/Storage Locker or Common Storage Room.

#### 4.09 Assignment of Accessible Stalls

In this section 4.09, (i) "**Qualified Owner**" means an owner of a Strata Lot where the owner or another occupant of the owner's Strata Lot resides in such Strata Lot and holds a valid permanent parking permit for disabled persons issued by a program recognized in the Province of British Columbia such as the Social Planning and Research Council of British Columbia (SPARC BC); and (ii) "**Non-Qualified Owner**" means an owner of a Strata Lot who is not a Qualified Owner.

Certain of the Stalls (the "**Accessible Stalls**") may be designed and constructed to accommodate vehicles driven by disabled persons. If a Qualified Owner holds an interest under this Lease in a Stall that is not an Accessible Stall (a "**Non-Accessible Stall**"), then, provided the Qualified Owner does not hold an interest under this Lease in another Stall that is an Accessible Stall, the Qualified Owner may make a written request

that the Strata Corporation exchange the Qualified Owner's Non-Accessible Stall for an Accessible Stall. Upon receipt by the Strata Corporation of a written request for such an exchange from a Qualified Owner, the Strata Corporation will require that a Non-Qualified Owner who holds an interest under this Lease in an Accessible Stall (if any and to be selected by the Strata Corporation by random draw, or such other means as the Strata Corporation may determine, if there is more than one such Non-Qualified Owner) exchange his or her interest in the Accessible Stall with the Qualified Owner for his or her interest in the Non-Accessible Stall for no consideration (provided that if, immediately prior to such exchange, the Qualified Owner has an interest in more than one Non-Accessible Stall, then the Non-Qualified Owner will be entitled to select which of the Qualified Owner's Non-Accessible Stalls it wishes to receive in exchange for its interest in the Accessible Stall). Such an exchange will be accomplished by the Non-Qualified Owner partially assigning his or her interest under this Lease in the Accessible Stall to the Qualified Owner, and the Qualified Owner partially assigning his or her interest under this Lease in the Non-Accessible Stall to the Non-Qualified Owner. The Non-Qualified Owner and the Qualified Owner will each execute a partial assignment of this Lease in favour of the other substantially in the form attached hereto as Schedule B, and the Strata Corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Qualified Owner and the Non-Qualified Owner to effect such transfer. Any exchange pursuant to this section 4.09 will be on the terms set out in section 4.01.

## **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 Common Storage Room, being that storage room identified on the Strata Plan as "Developer's 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 Outlets.**

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 Outlet**"), 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 Outlet, if any, which is appurtenant to such Stall.

For clarity, an EV Charger or an Electrical Outlet 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.

### **6.02 Accessible Parking.**

If any of the Stalls are Accessible Stalls, then Tenant may (but is not required to) partially assign this Lease and its rights under this Lease in respect of any or all of the Accessible Stalls to the Strata Corporation,



and, thereafter, the Strata Corporation will be responsible for facilitating the distribution and use of any such Accessible Stalls by owners and occupants of the Strata Lots.

#### **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**

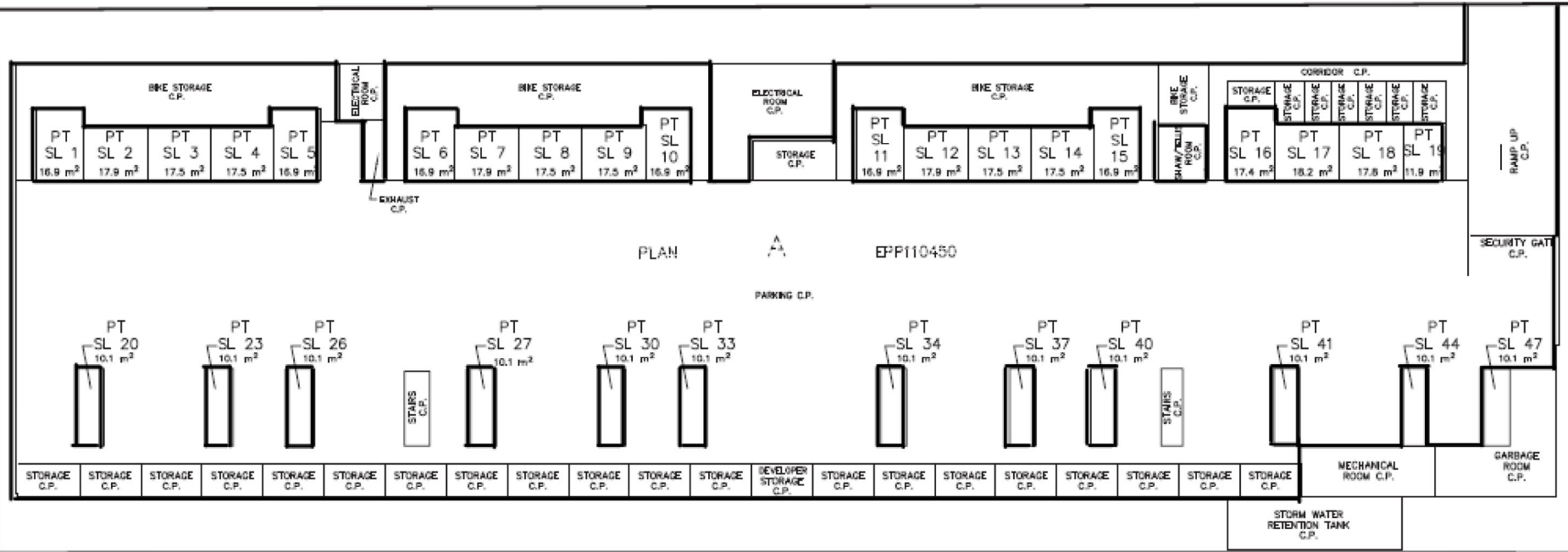
The attached sketch plan has been prepared based on architectural drawings and a preliminary strata plan in respect of the Lands or a portion thereof and generally identifies the areas within which the Stalls, Bicycle/Storage Lockers and Common Storage Room will be located. Tenant will, and is hereby authorized to, replace the attached sketch plan with a sketch plan or explanatory plan showing the actual location of the Stalls, Bicycle/Storage Lockers and Common Storage Room upon completion of construction and delineation of the same.



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE) WHEN PLOTTED AT A SCALE OF 1:200



LANE



WEST 49th AVENUE

SCHEDULE B

# ROWE

**PARKING STALL / BICYCLE STORAGE LOCKER ASSIGNMENT**

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

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

**RE:** Parking Stall no(s). \_\_\_\_\_ (the "Stall(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 EPS♦, as landlord, by an Assignment and Assumption of Lease made ♦,  
20♦, and as amended by an Amendment to Parking and Bicycle/Storage Lease dated  
as of ♦, 20♦ and as 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) 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) 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) 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

SCHEDULE C

# ROWE

**COMMON STORAGE ROOM ASSIGNMENT**

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

**AND:** **THE OWNERS, STRATA PLAN EPS** \_\_\_\_\_ (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, by an Assignment and Assumption of Lease made ♦, 20♦, and as amended by an Amendment to Parking and Bicycle/Storage Lease dated as of ♦, 20♦ 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 EPS◆**

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



**EXHIBIT G**

**PROPOSED FORM OF PARTIAL ASSIGNMENT OF THE  
PARKING AND BYCICLE STORAGE LEASE**

# ROWE

## PARKING STALL / BICYCLE STORAGE LOCKER ASSIGNMENT

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

**AND:** \_\_\_\_\_ (the “Assignee”)

**RE:** Parking Stall no(s). \_\_\_\_\_ (the “Stall(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 EPS♦, as landlord, by an Assignment and Assumption of Lease made ♦, 20♦, and as amended by an Amendment to Parking and Bicycle/Storage Lease dated as of ♦, 20♦ and as 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) 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) 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) 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 H**

**FORM J - RENTAL DISCLOSURE STATEMENT**

**Strata Property Act**

**FORM J**

**RENTAL DISCLOSURE STATEMENT**

[am. B.C. Reg. 312/2009, s. 8.]  
(Section 139)

Re: Strata Plan \_\_\_\_\_ to be filed with respect to the 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

This Rental Disclosure Statement is:

- the first Rental Disclosure Statement filed in relation to the above-noted strata plan
- a changed Rental Disclosure Statement filed under section 139 (4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in the relation to the above-noted strata plan was filed on [dd/mmm/yyyy].
1. The development described above includes 47 residential strata lots.
  2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

Description of Strata Lot	Date Rental Period Expires
NIL	N/A

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

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 47 residential strata lots, as described below, until the date set out opposite each strata lot's description.

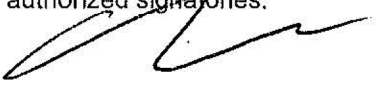
Description of Strata Lot	Date Rental Period Expires
Strata Lots 1 to 47 inclusive	December 31, 2221

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

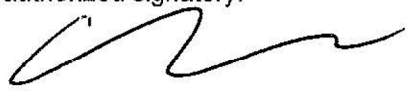
4. There is no bylaw of the strata corporation that restricts the rental of strata lots.

Date: October 20, 2021

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

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

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

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

**EXHIBIT I**

**PROPOSED FORM OF CONTRACT OF PURCHASE AND SALE**

# 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 proposed residential strata lot which will be located in the area shown as strata lot \_\_\_\_\_ on the preliminary strata plan (the "Preliminary Strata Plan") for the development known as "ROWE" (the "Development"). The Development is to be constructed in Vancouver, British Columbia on the Lands (as defined below). A copy of the Preliminary Strata Plan is attached as Exhibit "A" to the Disclosure Statement. The municipal address of the Strata Lot is anticipated to be as follows:

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

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

Suite # \_\_\_\_\_, 775 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 # \_\_\_\_\_, 765 West 49th Avenue, Vancouver, British Columbia, or
- Suite # \_\_\_\_\_, 745 West 49th Avenue, Vancouver, British Columbia.

5. **Lands:** The “**Lands**” are those certain lands and premises located in Vancouver, British Columbia and, as of the date of the filing of the Disclosure Statement, legally described as Parcel Identifier: 031-432-000, Lot A Block 1008 District Lot 526 Group 1 New Westminster District Plan EPP110450.

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 has 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:

- an initial deposit of **Twenty Thousand Dollars (\$20,000.00)**, by way of certified cheque, due upon presentation of this offer by the Buyer to the Seller, increased to 10% of the Purchase Price (collectively, the “**Initial Deposit**”) on or before the date that is seven (7) days after this Agreement is executed by the Seller and the Buyer, which increase must be made by way of certified cheque; \$ \_\_\_\_\_
- a further deposit (the “**Second Deposit**”) of 5% of the Purchase Price, by way of certified cheque, due on or before the date that is the later of: (i) seven (7) days after receipt by the Buyer of the Building Permit Amendment (as defined in section 9.2 of Part 2 of this Agreement) and the Financing Amendment (as defined in section 9.3 of Part 2 of this Agreement) and (ii) 6 months after the date on which the Initial Deposit is due; \$ \_\_\_\_\_
- the balance of the Purchase Price, subject to adjustments described herein (the “**Balance**”), due on the Completion Date (as hereinafter defined). \$ \_\_\_\_\_

(the Initial Deposit and the Second Deposit are, collectively, referred to herein as the “**Deposit**”).

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: 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), 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 to the Buyer in its sole discretion without consultation with the Buyer. The Buyer acknowledges and accepts that the bicycle/storage locker(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.

10. Equipment, Appliances and Furnishings: The Purchase Price includes the following equipment, appliances and furnishings unless otherwise noted in the Disclosure Statement:

- 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

Fixtures and features as represented in the Disclosure Statement will also be included, provided that the Seller may, at the Seller's discretion, substitute any fixtures, fittings and appliances for alternate fixtures, fittings and appliances of reasonably similar or better materials and brands, as determined by the Seller. Any furnishings, decoration features, fixtures, wall treatments, finishings, fittings, millwork and light fixtures which are shown or displayed in any presentation centre, marketing materials (including renderings, photographs and digital images) or any display suite for the Development are not included in the Purchase Price, unless otherwise agreed to by the Seller and the Buyer in writing. Notwithstanding the foregoing, the Purchase Price will include millwork substantially as depicted in the marketing materials in the primary bedroom of the Strata Lot and, if the Strata Lot is a two or three bedroom Strata Lot, in the entryway closet.

11. Colour Scheme: The colour scheme for the Strata Lot will be as follows (*select one*):

- Light (with dark flooring)                      or                       Dark (with light flooring)

*Note: Provided that the construction of the Strata Lot has not already commenced, the Buyer may select (if not selected above) or change the colour scheme by written notice to the Seller given no later than **sixty (60) days** from the date of this Agreement (the "**Colour Scheme Deadline**"). In the event the Buyer has not made any selection of colour scheme by the Colour Scheme Deadline, the Seller will make such colour selection which shall be final.*

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, including without limitation the Building Permit Amendment and the Financing Amendment, 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.

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

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 or section 3.2 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 or section 3.2 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;

- (ii) if the Buyer gives notice to the Seller pursuant to and in accordance with section 3.2 hereof and the Seller does not give the Adjustment Waiver Notice (as defined in section 3.2) to the Buyer in accordance with section 3.2;
- (iii) if the Seller terminates this Agreement by giving notice to the Buyer pursuant to section 7.2 or section 7.3 hereof;
- (iv) if the Seller terminates this Agreement pursuant to section 8.2 hereof; or
- (v) if the Buyer delivers to the Seller a notice of cancellation of this Agreement pursuant and in accordance with section 9.2 or section 9.3 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 is 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:

- (a) 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; and
- (b) a separate title for the Strata Lot has been issued by the Land Title Office.

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 last to occur of: (i) the date permission is given by the City to occupy the Strata Lot; and (ii) the date the Strata Plan creating the Strata Lot is submitted for filing in the Land Title Office. 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, filing of the Final Strata Plan, 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, the dates for satisfaction or waiver of the Seller's Conditions as set out in section 7.1 (if applicable), 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 has 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 Preliminary 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. The Seller also reserves the right to amend the Strata Plan by, *inter alia*, increasing or decreasing the number of strata lots in the Development, and the Seller reserves the right to change the numbering of the Strata Lot on the Strata Plan and/or change the civic address of the Strata Lot, either as a result of the foregoing or for any other reason, in the Seller's sole discretion. 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 Adjustment to Purchase Price. The Buyer acknowledges that the total expected habitable area (the "**Expected Area**") of the Strata Lot as shown on the Preliminary Strata Plan (and the room measurements as shown in any advertising material) are approximate only and may vary from the total actual area (the "**Actual Area**") of the Strata Lot as shown on the final Strata Plan registered in the Land Title Office. The parties agree as follows:

- (a) If the proportion by which the Actual Area varies from the Expected Area (the "**Variance**") is less than 5%, then there will be no adjustment to the Purchase Price in connection with the Variance.
- (b) If the Variance exceeds 5% (and provided this Agreement has not been terminated pursuant to subsections (c) or (d) below), then the Purchase Price will be increased or decreased, as the case may be, by the Adjustment Factor (as hereinafter defined) per square foot in respect of that part of the Variance which exceeds 5%.
- (c) If the Actual Area is less than the Expected Area and the Variance exceeds 10%, then the Buyer may, by giving written notice to the Seller, terminate this Agreement.
- (d) If the Actual Area exceeds the Expected Area and the Variance exceeds 10%, then the Buyer may, by giving written notice to the Seller, terminate this Agreement, except that if within five (5) business days after receipt of such notice from the Buyer, the Seller gives notice (the "**Adjustment Waiver Notice**") to the Buyer that the Seller waives the adjustment to the Purchase Price contemplated in subsection 3.2(b) in respect of the Variance, then this Agreement will not terminate and there will be no adjustment to the Purchase Price in connection with the Variance and the Buyer will remain obligated to complete the purchase of the Strata Lot on the Completion Date in accordance with this Agreement.
- (e) In this Agreement "**Adjustment Factor**" means the price per square foot determined by dividing the Purchase Price, set out in section 7 of Part 1, by the Expected Area.

The Buyer acknowledges and agrees that no Variance 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, except as set out above.

For greater certainty, the Buyer acknowledges and agrees that the foregoing Variance adjustment will not in any event apply to any differences between the expected areas of any limited common property designated for the Strata Lot (including, without limitation, any balconies, patios or decks) as shown on the Preliminary Strata Plan (and the room measurements as shown in any advertising material).

3.3 Parking Stall(s) and Bicycle/Storage Locker(s). If the Buyer is entitled to any parking stall(s) and/or bicycle/storage locker(s) in the Development, then the Seller will have sole discretion to determine which parking stall(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) 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 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 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) 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) 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) 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. 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. 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.
- 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 Lands. 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 is 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) unless and until the Seller has satisfied or waived all of the Seller’s Conditions set out in section 7.1;
  - (ii) if any portion of 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 - SELLER'S CONDITIONS AND TERMINATION RIGHTS**

7.1 Seller's Conditions. The Buyer acknowledges and agrees that the obligation of the Seller to sell the Strata Lot to the Buyer hereunder is subject to the following conditions (each, a "**Seller's Condition**" and collectively, the "**Seller's Conditions**"):

- (a) that, prior to earlier of (i) the date that is 12 months after the date on which the Seller filed the Initial Disclosure Statement (as defined in subsection 9.1(a)) with the Superintendent (as defined in subsection 9.1(a)) and (ii) the earliest date on which both the Building Permit Amendment and the Financing Amendment have been filed with the Superintendent of Real Estate, the Seller is satisfied,



in its sole discretion, with the costs of construction of the Development and the economic feasibility of proceeding with the Development;

- (b) that, on or before May 1, 2023, the Seller has entered into binding agreements of purchase and sale, on terms acceptable to the Seller, with other Buyers for the sale of not fewer than 35 strata lots within the Development (being 75% of the total number of strata lots); and
- (c) that, on or before November 1, 2023, the Seller has entered into binding agreements of purchase and sale, on terms acceptable to the Seller, with other Buyers for the sale of not fewer than 40 strata lots within the Development (being 85% of the total number of strata lots).

7.2 Waiver of Seller's Conditions. The Seller's Conditions are for the sole benefit of the Seller and each may be waived unilaterally by the Seller in its sole discretion at any time on or prior to the time set forth for satisfaction of the same. Each Seller's Condition will be deemed to have been waived within the time set forth if the Buyer or the Buyer's Solicitor has not received, within fourteen (14) business days following the respective date on which each such Seller's Condition is to be satisfied, notification from the Seller that such Seller's Condition has not been satisfied or waived. In the event the Seller provides notice within such fourteen (14) business day period that such Seller's Condition is not waived or satisfied, 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.

7.3 Seller's Rights to Terminate. Without limiting any of the Seller's rights contained in this Agreement, the Seller, acting in its sole discretion, may, by giving ten (10) business days' written notice to the Buyer or the Buyer's Solicitors, elect to terminate this Agreement at any time prior to the date the Seller delivers the Completion Notice to the Buyer, if:

- (a) the Seller re-designs the Development in such a manner that the layout, location, design and/or estimated area of the Strata Lot or the Development is, in the Seller's sole opinion, significantly different than as set out in the Disclosure Statement; or
- (b) after thirty (30) days of the date on which any Deposit is due, the Seller has not received at least 90% of all deposit payments due from Buyers of strata lots in the Development in accordance with the binding agreements of purchase and sale between such Buyers and the Seller; or
- (c) the introduction, adoption or implementation of, or any change in, or in the interpretation of, any law, regulation or guideline of the municipal, provincial or federal governmental authority (whether or not having the force of law), materially impacts, in the Seller's sole determination, the costs of construction of the Development or the economic feasibility and/or viability of proceeding with, or completing the construction, of the Development,

whereupon 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.

- 7.4 Consideration. In consideration of the sum of Ten Dollars (\$10.00) now paid by the Seller to the Buyer (the receipt and sufficiency of which is hereby acknowledged, and will not be denied, by the Buyer), the Buyer agrees not to revoke its accepted offer to purchase contained herein while this Agreement remains subject to any of the Seller's Conditions or the termination rights in favour of the Seller set out in section 2.2 and section 7.3.

#### **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 (including any portion of the Deposit or the balance 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 portion of the Deposit then paid, together with all accrued interest thereon, will be absolutely forfeited to the Seller on account of damages (the parties hereby agreeing that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) 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 unpaid balance of the Deposit and additional damages; or
- (b) elect to extend the date for payment or the completion date of the transaction contemplated by this Agreement or, in the event of a late payment of a portion of the Deposit, extend the date for payment of such portion of the Deposit, in each case 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 such portion of the Deposit (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 the portion of the 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 Lands or 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 Civic Address and Strata Lot Number. The Buyer acknowledges and agrees that the civic address and/or strata lot number of the Strata Lot and/or the civic address of the Development may be changed at the discretion of the Seller or as required by the City of Vancouver. The Buyer will be notified by the Seller of any such change and hereby acknowledges that upon receiving such notice from the Seller that this Agreement will be deemed to be amended accordingly and will remain in full force and effect.
- 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 Building Permit Amendment:

- (a) "**Building Permit Amendment**" means an amendment to the Disclosure Statement that sets out particulars of an issued building permit in respect of the Development.
- (b) The Buyer may cancel this Agreement for a period of seven days after receipt of the Building Permit Amendment if the layout or size of the Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development is materially changed by the issuance of the building permit.
- (c) If the Building Permit Amendment is not received by the Buyer within 12 months after the Initial Disclosure Statement was filed, the Buyer may at his or her option cancel this Agreement at any time after the end of that 12 month period until the Building Permit Amendment is received by the Buyer, at which time the Buyer may cancel this Agreement for a period of seven days after receipt of that amendment only if the layout or size of the Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit.
- (d) The amount of the Deposit to be paid by the Buyer prior to receiving the Building Permit Amendment is no more than 10% of the purchase price.
- (e) All deposits paid by the Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer pursuant to this section 9.2.

9.3 Financing Amendment:

- (a) "**Financing Amendment**" means an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment in respect of the Development.
- (b) If the Financing Amendment is not received by the Buyer within 12 months after the Initial Disclosure Statement was filed, the Buyer may at his or her option cancel this Agreement at any time after the end of that 12 month period until the Financing Amendment is received by the Buyer.
- (c) The amount of the Deposit to be paid by the Buyer prior to receiving the Financing Amendment is no more than 10% of the purchase price.
- (d) All deposits paid by the Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer pursuant to this section 9.3.

9.4 Alternate Rooftop Access for Certain Strata Lots:

- (a) the Buyer acknowledges having read and understood the information set out in the Disclosure Statement (including, without limitation, section 3.4(e) thereof) and this Agreement with respect to the potential of Alternate Rooftop Access for Rooftop Deck Strata Lots (each as defined in section 3.4(e) of the Disclosure Statement); and
- (b) the Buyer acknowledges and agrees that: (i) such arrangements as described in the Disclosure Statement are subject to change in the discretion of the Seller; (ii) the City may or may not approve the Alternate Rooftop Access, and the Seller may or may not elect to construct the Alternate Rooftop Access, and that unless and until the City approves the Alternate Rooftop Access and the Seller elects to proceed with the same, the Rooftop Deck Strata Lots will be constructed with the Approved Rooftop Access (each as defined in the Disclosure Statement); (iii) regardless of whether the Seller constructs the Approved Rooftop Access or the Alternate Rooftop Access, this Agreement will remain in full force and effect as a contract of purchase and sale with respect to the Strata Lot (whether or not the Strata Lot is a Rooftop Deck Strata Lot), binding upon the parties hereto in accordance with its terms; and (iv) the Buyer hereby confirms that the matters described in this section 9.4 and the matters described in the Disclosure Statement with respect to the Alternate Rooftop Access are not material to the Buyer proceeding with the transaction contemplated herein, and the Buyer consents to the Seller proceeding with construction of the Rooftop Deck Strata Lots with the Approved Rooftop Access or the Alternate Rooftop Access, as determined by the Seller in its sole and unfettered discretion. The Buyer hereby releases any claim or action it has or ever may have against the Seller or the Registered Owner in respect of the foregoing. This release will not merge on the Completion Date and may be pleaded in by the Seller as a complete defence to any claim made by the Buyer in this regard.

**EXHIBIT J**

**EXCERPT FROM CITY OF VANCOUVER ZONING BYLAW RM-8A**



## **RM-8, RM-8A, RM-8N and RM-8AN Districts Schedule**

### **1 Intent**

The intent of this schedule is to encourage development of ground-oriented stacked townhouses or rowhouses, including courtyard stacked townhouses and rowhouses, while continuing to permit lower intensity development. In the RM-8A and RM-8AN, a certain percentage of smaller units is required to increase the supply of smaller townhouses. Siting and massing of new development are intended to be compatible with, but not the same as, pre-existing single-family development. Secondary suites and lock-off units are permitted to provide flexible housing choices. Retention of character buildings and high quality design and liveability standards are encouraged for new development. The RM-8N and RM-8AN Districts differ from the RM-8 and RM-8A Districts, because they require noise mitigation for dwelling units close to arterial streets.

Individual one-family dwellings and one-family dwellings with a secondary suite (with or without a laneway house) are permitted uses; however, if developed as the only principal building on a site, these uses are regulated by the RS-1 District Schedule. In all other cases, this schedule will apply

### **2 Outright Approval Uses**

2.1 Subject to all other provisions of this by-law and to compliance with the regulations of this schedule, the uses listed in section 2.2 are permitted in these districts and will be issued a permit.

#### **2.2 Uses**

- 2.2.A
- Accessory Buildings customarily ancillary to any of the uses listed in this schedule, except for accessory buildings ancillary to multiple dwelling and freehold rowhouse use, if:
    - (a) no accessory building exceeds 3.7 m in height, measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height of the level between the eaves and the ridge of a gable, hip or gambrel roof, except that no portion of an accessory building may exceed 4.6 m in height;
    - (b) all accessory buildings are located:
      - (i) within 7.9 m of the ultimate rear property line, and
      - (ii) no less than 3.6 m from the ultimate centre line of any rear or flanking lane and 1.5 m from a flanking street;
    - (c) the total floor area of all accessory buildings, measured to the extreme outer limits of the building, is not greater than 48 m<sup>2</sup>;
    - (d) not more than 80% of the width of the site at the rear property line is occupied by accessory buildings;
    - (e) no accessory building is closer than 3.7 m to any residential dwelling; and
    - (f) roof decks and decks are not located on an accessory building.
  - Accessory Uses customarily ancillary to any of the uses listed in this section, provided that accessory parking spaces must comply with the provisions of section 2.2.A (b) of this schedule.
- 2.2.DW [Dwelling]
- Multiple Conversion Dwelling, if:
    - (a) no additions are permitted;
    - (b) no housekeeping or sleeping units are created;

- (c) there are no more than 2 dwelling units;
- (d) the development complies with section 4.8 of this schedule; and
- (e) no development permit will be issued until the requisite permits required by other by-laws that relate to design, construction and safety of buildings are issuable.

- One-Family Dwelling which complies with the current RS-1 District Schedule, if the one-family dwelling is the only principal building on the site.
- Two-Family Dwelling.

2.2.I [Institutional]

- Community Care Facility – Class A, subject to the regulations, variations, and relaxations that apply to a one-family dwelling.

### **3 Conditional Approval Uses**

3.1 Subject to all other provisions of this by-law, the Director of Planning may approve any of the uses listed in section 3.2 of this schedule, with or without conditions, if the Director of Planning first considers:

- (a) the intent of this schedule and all applicable Council policies and guidelines; and
- (b) the submission of any advisory group, property owner or tenant.

#### **3.2 Uses**

- 3.2.A
- Accessory Buildings not provided for in section 2.2.A of this schedule and customarily ancillary to any of the uses listed in this schedule, provided that for multiple dwelling and freehold rowhouse:
    - (a) no accessory building exceeds 3.7 m in height, measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height of the level between the eaves and the ridge of a gable, hip or gambrel roof, except that no portion of an accessory building may exceed 4.6 m in height;
    - (b) all accessory buildings are located:
      - (i) within 7.9 m of the ultimate rear property line, and
      - (ii) no less than 3.6 m from the ultimate centre line of any rear or flanking lane, and 1.5 m from a flanking street;
    - (c) the total floor area of all accessory buildings, measured to the extreme outer limits of the building, is not greater than 48 m<sup>2</sup>, except that:
      - (i) the Director of Planning may increase the total floor area of all accessory buildings to a maximum of 24 m<sup>2</sup> for each dwelling unit, not including lock-off units, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines;
    - (d) not more than 30% of the width of the site at the rear property line is occupied by accessory buildings, except that the Director of Planning may increase the amount of the width of the site at the rear property line that may be occupied by accessory buildings to a maximum of 80%, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines;
    - (e) no accessory building is closer than 3.7 m to any residential dwelling; and
    - (f) roof decks and decks are not located on an accessory building.
  - Accessory Uses customarily ancillary to any of the uses listed in this section.

3.2.AG [Agricultural]

- Urban Farm - Class A.

3.2.C [Cultural and Recreational]

- Club.
- Community Centre or Neighbourhood House.
- Library in conjunction with a Community Centre.
- Park or Playground.
- Plaza

3.2.D • Deposition or extraction of material, which alters the configuration of the land.

3.2.DW [Dwelling]

- Dwelling Units in conjunction with a Neighbourhood Grocery Store.
- Freehold rowhouse.
- Infill One-Family Dwelling, and Infill Two Family Dwelling if:
  - (a) it is in conjunction with the retention of a building existing on the site prior to January 1, 1940; or
  - (b) the site meets the following criteria:
    - (i) the rear or side property line of the site must abut a park or school site, with or without the intervention of a lane, or
    - (ii) the site must be a corner site, or
    - (iii) the lot depth must be more than 45.7m.
- Laneway House, subject to the RS-1 District Schedule.
- Multiple Conversion Dwelling not provided for in section 2.2.DW of this schedule, resulting from the conversion of a building existing as of September 18, 2018, if:
  - (a) the Director of Planning first considers the quality and liveability of the resulting units, the suitability of the building for conversion in terms of age and size and the effect of the conversion on adjacent properties;
  - (b) additions are not permitted for buildings constructed on or after January 1, 1940, except additions up to a maximum of 5 m<sup>2</sup> used as exits;
  - (c) no housekeeping or sleeping units are created; and
  - (d) there are no more than three dwelling units.
- Multiple Dwelling.
- One-Family Dwelling on a site with two principal buildings, in accordance with sections 4.1.1 and 4.19.1 of this schedule.
- One-Family Dwelling with Secondary Suite on a site with one principal building, which complies with the current RS-1 District Schedule.
- One-Family Dwelling with Secondary Suite on a site with two principal buildings, in accordance with sections 4.1.1 and 4.19.1 of this schedule.
- Principal Dwelling Unit with Lock-off Unit, provided that:
  - (a) in multiple dwellings or freehold rowhouses, there may be one lock-off unit for every 3 principal dwelling units, except that the Director of Planning may permit a higher ratio after first considering the intent of this schedule and all applicable Council policies and guidelines.

- Two-Family Dwelling on a site with two principal buildings, in accordance with sections 4.1.1 and 4.19.1 of this schedule.
- Two-Family Dwelling with Secondary Suite on a site with two principal buildings, in accordance with sections 4.1.1 and 4.19.1 of this schedule.
- Two-Family Dwelling with Secondary Suite, if there is no more than one secondary suite for each dwelling unit.
- Seniors Supportive or Assisted Housing.

**3.2.I [Institutional]**

- Ambulance Station.
- Child Day Care Facility.
- Church.
- Community Care Facility – Class B.
- Group Residence.
- Hospital.
- Public Authority Use essential in this district.
- School - Elementary or Secondary.
- Social Service Centre.

**3.2.R [Retail]**

- Farmers' Market, subject to compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, and pedestrian amenity.
- Grocery Store or Drug Store, in conjunction with a multiple dwelling.
- Neighbourhood Grocery Store.
- Public Bike Share.
- Retail Store, in conjunction with a multiple dwelling.

**3.2.S [Service]**

- Bed and Breakfast Accommodation.
- Short Term Rental Accommodation.

**3.2.U [Utilities and Communication]**

- Public Utility.

**3.3 Conditions of Use**

3.3.1 In the RM-8A and RM-8AN districts, in multiple dwellings consisting of four or more dwelling units, a minimum of 25% of the total dwelling units must be three-bedroom units.

3.3.2 Notwithstanding section 3.3.1, the Director of Planning may reduce the minimum percentage of three-bedroom units, provided the Director of Planning first considers the intent of this schedule and all applicable policies and guidelines adopted by Council.

**4 Regulations**

All approved uses are subject to the following regulations, except for:

- (a) One-Family Dwelling and One-Family Dwelling with Secondary Suite, as the only principal building on the site, which are regulated by the RS-1 District Schedule; and
- (b) Laneway House, which is only permitted in combination with 4(a).

**4.1 Site Area**

4.1.1 The minimum site area for:

- (a) a two-family dwelling;
- (b) a two-family dwelling with secondary suite;
- (c) a multiple conversion dwelling with more than two dwelling units;
- (d) any of the above noted uses or a one-family dwelling or one-family dwelling with secondary suite, in combination with an infill one-family dwelling, infill two-family dwelling, or another principal building; or
- (e) a multiple dwelling containing no more than 3 dwelling units, not including lock-off units,

is 303 m<sup>2</sup>.

4.1.2 The minimum site area for:

- (a) a multiple dwelling containing 4 or more dwelling units, not including lock-off units;
- (b) a multiple dwelling containing no more than 3 dwelling units, not including lock-off units, in combination with another principal building;
- (c) a building containing freehold rowhouses; or
- (d) seniors supportive or assisted housing,

is 445 m<sup>2</sup>.

4.1.3 If the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines, the Director of Planning may permit a freehold rowhouse or a multiple dwelling containing 4 or more dwelling units, not including lock-off units, on a site smaller than 445 m<sup>2</sup>.

4.1.4 The Director of Planning may permit a reduction to the minimum site area requirements of section 4.1 with respect to any of the following developments, if the lot was on record in the Land Title Office prior to September 18, 2018:

- (a) two-family dwelling;
- (b) two-family dwelling with secondary suite;
- (c) infill one-family dwelling or infill two-family dwelling in conjunction with the retention of a building existing on the site prior to January 1, 1940; and
- (d) multiple dwelling with no more than three dwelling units,

if the Director of Planning first considers the quality and liveability of the resulting units, the effect on neighbouring properties and all applicable Council policies and guidelines.

**4.2 Frontage**

4.2.1 The minimum frontage for a multiple dwelling containing 4 or more dwelling units, not including lock-off units, is 12.8 m.

**4.3 Height**

4.3.1 A building must not exceed 9.5 m and 2 storeys in height.

4.3.2 Notwithstanding section 4.3.1 of this schedule, a two-family dwelling, a two-family dwelling with secondary suite, a multiple dwelling containing no more than three units, not including lock-off units, and a freehold rowhouse must not exceed 10.7 m and 2½ storeys in height.

- 4.3.3 Notwithstanding section 4.3.1 of this schedule, in the RM-8 and RM-8N districts the Director of Planning may permit a height increase in a multiple dwelling containing 4 or more dwelling units, not including lock-off units, to 11.5 m and a partial 3rd storey, if:
- (a) the 3rd storey, meaning the uppermost level of a building where the floor area, existing, proposed or as may be extended over open-to-below space, and having a minimum ceiling height of 1.2 m, does not exceed 60% of the storey immediately below; and
  - (b) the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.
- 4.3.4 Notwithstanding section 4.3.1 of this schedule, in the RM-8A and RM-8AN districts, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines, the Director of Planning may permit a height increase in a multiple dwelling containing 4 or more dwelling units, not including lock-off units, to 11.5 m and 3 storeys.
- 4.3.5 Notwithstanding sections 4.3.1, 4.3.2 and 4.3.3 of this schedule, in the RM-8 and RM-8N districts, the maximum building height for a multiple dwelling adjacent to the lane at the rear of a site is 7.7 m and 2 storeys, except that the Director of Planning may increase the maximum height if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.
- 4.3.6 Notwithstanding sections 4.3.1, 4.3.2 and 4.3.4 of this schedule, in the RM-8A and RM-8AN districts, the maximum building height for a multiple dwelling adjacent to the lane at the rear of a site is 7.7 m and 2 storeys, except that the Director of Planning may increase the maximum height to 10.1 m and a partial 3<sup>rd</sup> storey, if:
- (a) the 3<sup>rd</sup> storey, meaning the uppermost level of a building where the floor area, existing, proposed or as may be extended over open-to-below space, and having a minimum ceiling height of 1.2 m, does not exceed 60% of the storey immediately below;
  - (b) a minimum rear yard setback of 3.0 m is provided; and
  - (c) the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.
- 4.3.7 Notwithstanding sections 4.3.1 and 4.3.2 of this schedule, the maximum building height for a one-family dwelling, two-family dwelling, infill one-family dwelling, or infill two-family dwelling adjacent to the lane at the rear of a site is the lesser of 7.7 m or 1½ storeys, except that the Director of Planning may increase the maximum height if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.”;

#### **4.4 Front Yard**

- 4.4.1 Front yards must have a minimum depth of 4.9 m.
- 4.4.2 Notwithstanding sections 4.4.1 of this schedule, the Director of Planning may decrease the front yard requirement for multiple dwellings, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.
- 4.4.3 Entries, porches and verandahs complying with section 4.7.9 (h) of this schedule, may project up to 1.8 m into the required front yard.
- 4.4.4 For multiple dwellings, portions of basement floor area directly below entries, porches and verandahs may project up to 1.8 m into the required front yard.
- 4.4.5 Notwithstanding section 10.32.1(b) of this by-law, eaves and gutters or other projections, which in the opinion of the Director of Planning are similar, may project into the minimum front yard to a maximum of 1.0 m measured horizontally.

**4.5 Side Yards**

- 4.5.1 Side yards must have a minimum width of 1.2 m.
- 4.5.2 Notwithstanding section 10.32.1(b) of this by-law, eaves and gutters or other projections, which, in the opinion of the Director of Planning are similar, may project into the minimum side yard up to a maximum of 1.0 m measured horizontally, except that they must not be closer than 0.7 m to a side property line.

**4.6 Rear Yard**

- 4.6.1 For all dwelling uses in the RM-8 and RM-8N districts, a rear yard with a minimum depth of 1.0 m must be provided.
- 4.6.2 In the RM-8A and RM-8AN districts:
- (a) for a one-family dwelling, two-family dwelling, infill one-family dwelling, or infill two-family dwelling located at the rear of the site, a rear yard with a minimum depth of 1.0 m must be provided; and
  - (b) for all other dwelling uses, a rear yard with a minimum depth of 1.8 m must be provided.
- 4.6.3 Where the rear property line abuts a lane that is only partially dedicated, or where a lane dedication is required, the rear yard must be measured from the ultimate rear property line.
- 4.6.4 Notwithstanding the provisions of section 10.32.1 (b) of this By-law, eaves and gutters or other similar projections as determined by the Director of Planning may project into a minimum rear yard to a maximum of 1.0 m measured horizontally.

**4.7 Floor Area and Density**

- 4.7.1 Except as provided in sections 4.7.2 and 4.7.3 of this schedule, the floor space ratio must not exceed 0.75 for all uses, except that the floor space ratio must not exceed 0.90 for sites where a building existing prior to January 1, 1940 is retained, except that no more than 0.25 floor space ratio may be allocated to an infill one-family dwelling or infill two-family dwelling in the rear yard of the site.
- 4.7.2. Notwithstanding section 4.7.1 of this schedule, if the Director of Planning first considers the intent of this schedule, all applicable Council policies and guidelines, and the submissions of any advisory groups, property owners or tenants, the Director of Planning may permit an increase in floor area as follows:
- (a) for multiple dwelling, freehold rowhouse or seniors supportive or assisted housing developed as secured market rental housing or social housing on sites that are 445 m<sup>2</sup> and larger, with a minimum frontage of 12.8 m, to a maximum floor space ratio of 1.20; and
  - (b) for multiple dwelling or seniors supportive or assisted housing developed as secured market rental housing or social housing on sites that are less than 445 m<sup>2</sup> in size or with a frontage less than 12.8 m, to a maximum floor space ratio of 0.90.
- 4.7.3 Notwithstanding section 4.7.1 of this schedule, if the Director of Planning first considers the intent of this schedule, all applicable Council policies and guidelines, the submissions of any advisory groups, property owners or tenants, the overall design of the development and the effect of the development on neighbouring sites, the Director of Planning may permit an increase in floor area as follows:
- (a) in the RM-8 and RM-8N districts for multiple dwelling, freehold rowhouse or seniors supportive or assisted housing on sites that are 445 m<sup>2</sup> and larger, with a minimum frontage of 12.8 m, the permitted floor area may be increased by one m<sup>2</sup> per amenity

- share or per affordable housing share provided to the city at no cost to the city, to a maximum floor space ratio of 1.20;
- (b) in the RM-8A and RM-8AN districts, for multiple dwelling, freehold rowhouse or seniors supportive or assisted housing on sites that are 445 m<sup>2</sup> and larger, with a minimum frontage of 12.8 m, the permitted floor area may be increased by one m<sup>2</sup> per amenity share or per affordable housing share provided to the city at no cost to the city, to a maximum floor space ratio of 1.20, provided that a minimum of 45% of dwelling units have floor areas between 83 m<sup>2</sup> and 112 m<sup>2</sup>;
  - (c) for multiple dwelling or seniors supportive or assisted housing on sites that are less than 445 m<sup>2</sup> in size or with a frontage less than 12.8 m, the permitted floor area may be increased by one m<sup>2</sup> per amenity share or per affordable housing share provided to the city at no cost to the city, to a maximum floor space ratio of 0.90; and
  - (d) for all other dwelling uses, except two-family dwelling and two-family dwelling with secondary suite, the permitted floor area may be increased by one m<sup>2</sup> per amenity share or per affordable housing share provided to the city at no cost to the city, to a maximum of 0.85, except that no more than 0.25 floor space ratio may be allocated to an infill one-family dwelling or infill two-family dwelling, or to another second principal building at the rear of the site.
- 4.7.4 For the purposes of section 4.7.3, the cost of an affordable housing share is the amount specified per m2 in the Affordable Housing and Amenity Share Cost Schedule, for the RM-8, RM-8A, RM-8N and RM-8AN Zoning Districts.
- 4.7.5 For the purposes of section 4.7.3, the cost of an amenity share is the amount specified per m2 in the Affordable Housing and Amenity Share Cost Schedule, for the RM-8 and for the RM-8, RM-8A, RM-8N and RM-8AN Zoning Districts.
- 4.7.6 Notwithstanding sections 4.7.3 and 4.7.7, the maximum floor space ratio achievable as a result of the provision of amenity shares or affordable housing shares must otherwise comply in all respects with the District Schedule and this by-law.
- 4.7.7 For the purposes of this schedule and sections 4.7.3 and 4.7.5, amenity means one or more of the following:
- (a) Community Centre or Neighbourhood House;
  - (b) Library;
  - (c) Museum or Archives;
  - (d) Park or Playground;
  - (e) Plaza;
  - (f) Rink;
  - (g) Swimming Pool;
  - (h) Child Day Care Facility;
  - (i) Public Authority Use; and
  - (j) Social Service Centre.
- 4.7.8 Computation of floor area must include:
- (a) all floors, including earthen floor, to be measured to the extreme outer limits of the building;
  - (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located;
  - (c) where the distance from a floor located no more than 2.0 m above finished grade to the floor above, or where there is no floor above, to the top of the roof joists, exceeds 3.7 m, an amount equal to the area of the floor below the excess height, except that the Director of Planning may exclude an area designed with venting skylights, opening clerestory windows or other similar features if:



- (i) in the opinion of the Director of Planning, the area is designed to reduce energy consumption or improve natural light and ventilation, and
- (ii) the area excluded does not exceed 1% of the permitted floor area;
- (d) the floor area of bay windows, regardless of seat height, location in building or relationship to yard setbacks, which is greater than the product of the total floor area permitted above the basement multiplied by 0.01; and
- (e) in the RM-8A and RM-8AN districts, accessory buildings ancillary to multiple dwellings and freehold rowhouses, except accessory buildings solely designed and constructed for the purpose of bicycle storage, or otherwise excluded in accordance with section 4.7.9(c) of this schedule.

4.7.9 Computation of floor area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of these exclusions does not exceed 12% of the floor area being provided for multiple dwelling and freehold rowhouse and 8% of the floor area being provided for all other uses;
- (b) patios and roof decks, provided that the Director of Planning first considers the effect on privacy and overlook;
- (c) for multiple dwelling and freehold rowhouse, where floors are used for:
  - (i) off-street parking and loading, those floors or portions thereof which are located underground, provided that the maximum exclusion for a parking space must not exceed 7.3 m in length,
  - (ii) bicycle storage located underground, or, if located at or above base surface are contained in an accessory building which complies with section 3.2.A of this schedule, and
  - (iii) heating and mechanical equipment, or uses which in the opinion of the Director of Planning, are similar to the foregoing, which are located below the base surface;
- (d) for dwelling uses other than multiple dwelling and freehold rowhouse, where floors are used for off-street parking and loading, or bicycle storage in multiple conversion dwellings containing 3 or more dwelling units, or uses which, in the opinion of the Director of Planning, are similar to the foregoing:
  - (i) those floors or portions thereof not exceeding 7.3 m in length, which are located in an accessory building which complies with section 2.2.A of this schedule, or in an infill one family dwelling or principal building located within 7.9 m of the ultimate rear property line, up to a maximum of 48 m<sup>2</sup>, and
  - (ii) on sites with no developed secondary access, those floors or portions thereof not exceeding 7.3 m in length and minimum required maneuvering aisle, which are located either in a principal building, an accessory building, or an infill one-family dwelling up to a maximum area that the Director of Planning may determine, provided the Director of Planning first considers all applicable Council policies and guidelines;
- (e) for non-dwelling uses, where floors are used for off-street parking and loading, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, those floors or portions thereof not exceeding 7.3 m in length so used, which are located in an accessory building located within 7.9 m of the ultimate rear property line, or below base surface;
- (f) areas of undeveloped floors which are located:
  - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch, or
  - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (g) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (h) entries, porches and verandahs and covered porches above the first storey, if:
  - (i) the portion facing the street, rear property line, common open space, park or school, is open or protected by guards that do not exceed the required minimum height,

- (ii) the total area of these exclusions, when combined with the balcony and deck exclusions under subsection 4.7.9(a), does not exceed 16% of the floor area being provided for multiple dwellings and 13% of the floor area being provided for all other uses,
  - (iii) the ceiling height, excluding roof structures, of the total area being excluded does not exceed 3.1 m measured from the entry, porch or verandah floor, and
  - (iv) for two-family dwellings and two-family dwellings with secondary suite, the depth of the total area being excluded for entries, porches and verandahs above the first storey does not exceed 1.83 m;
- (i) for multiple dwelling and freehold rowhouse, all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit;
  - (j) above grade floor area built as open to below, designed in combination with venting skylights, opening clerestory windows or other similar features which, in the opinion of the Director of Planning, reduce energy consumption or improve natural light and ventilation to a maximum exclusion of one percent of permitted floor area;
  - (k) for two-family dwellings and two-family dwellings with secondary suite, areas of floors existing, proposed or as may be extended over open-to-below space located directly below sloping roof rafters or a sloping ceiling where the ceiling is directly attached to the underside of sloping roof rafters, and where the roof joists have a minimum 7:12 pitch and the related ceiling maintains the same pitch as the roof joists, provided that:
    - (i) the distance from the floor to any part of the roof rafters or ceiling is no higher than 2.3 m and no lower than 1.2 m, both measured vertically, and
    - (ii) the excluded floor area does not exceed 10 percent of the permitted total floor area; and
  - (l) unconditioned floor areas with a ceiling height or height to the underside of joists of less than 2.0 m, located below the floors of entries, porches and verandahs complying with subsection 4.7.9(h), to which there is no access from the interior of the building.

4.7.10 Notwithstanding the definition of “half-storey” in section 2 of this By-law, for the purposes of this Schedule the maximum permitted floor area contained in a half-storey shall not include floor area excluded in section 4.7.9(k) of this Schedule.

4.7.11 The Director of Planning may vary the regulation in subsection 4.7.3(b) regarding the minimum percentage of dwelling units with floor areas between 83 m<sup>2</sup> and 112 m<sup>2</sup>, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

#### **4.8 Site Coverage and Impermeability**

4.8.1 The maximum site coverage for buildings is 45% of the site area, except that, for multiple dwelling and freehold rowhouse, the maximum site coverage for all buildings is 55% of the site area.

4.8.2 Site coverage for buildings must be based on the projected area of the outside of the outermost walls of all buildings and includes carports, but excludes steps, eaves, balconies and decks.

4.8.3 The area of impermeable materials, including site coverage for buildings, must not exceed 70% of the total site area, except that for multiple dwelling, the Director of Planning may increase the area of impermeable materials, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

4.8.4 For the purposes of section 4.8.3 of this schedule:

- (a) the following are considered impermeable: the projected area of the outside of the outermost walls of all buildings including carports, entries, porches and verandahs, asphalt, concrete, brick, stone, and wood; and
- (b) the following are considered permeable: gravel, river rock less than 5 cm in size, wood chips, bark mulch, wood decking with spaced boards and other materials which, in the opinion of the Director of Planning, have fully permeable characteristics when placed or installed on grade with no associated layer of impermeable material (such as plastic sheeting) that would impede the movement of water directly to the soil below.

**4.9 [Deleted – see Parking by-law.]**

**4.10 Horizontal Angle of Daylight**

- 4.10.1 Each habitable room must have at least one window on an exterior wall of a building.
- 4.10.2 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, will encounter no obstruction over a distance of 24.0 m.
- 4.10.3 The plane or planes referred to in section 4.10.2 must be measured horizontally from the centre of the bottom of each window.
- 4.10.4 The Director of Planning may vary the horizontal angle of daylight requirement, if:
  - (a) the Director of Planning first considers all the applicable policies and guidelines adopted by Council; and
  - (b) the minimum distance of unobstructed view is not less than 2.4 m.
- 4.10.5 An obstruction referred to in section 4.10.2 means:
  - (a) any part of the same building including permitted projections; or
  - (b) the largest building permitted under the zoning on any adjoining site.
- 4.10.6 A habitable room referred to in section 4.10.1 does not mean:
  - (a) a bathroom; or
  - (b) a kitchen whose floor area is the lesser of:
    - (i) 10% or less of the total floor area of the dwelling unit, or
    - (ii) 9.3 m<sup>2</sup>.

**4.11 Dedication of Land for Lane Purposes**

- 4.11.1 Where a site does not abut a lane, or abuts a lane which is less than 6.1 m in width, a portion of the site, as determined by the City Engineer, to a maximum of 3.1 m, must be dedicated for lane purposes.
- 4.11.2 Where dedication is made, it shall be deemed not to reduce the site area for the purpose of calculating floor space ratio.

**4.12 (Reserved)**

**4.13 (Reserved)**

**4.14 Dedication of Land for Sidewalk and Boulevard Purposes**

- 4.14.1 For development sites which front Oak Street, a portion of the site must be dedicated to the City for sidewalk and boulevard improvements to achieve a distance from the centerline of the street to the property line of the development site of 14.6 m measured at right angles.

- 4.14.2 For development sites that front West King Edward Avenue, a portion of the site must be dedicated to the City for sidewalk and boulevard improvements to achieve a distance from the centerline of the street to the property line of the development site, measured at right angles, of:
- (a) for sites on the north side of West King Edward Avenue:
    - (i) from Manitoba Street to Ontario Street 15.5 m,
    - (ii) from Columbia Street to Manitoba Street 15.6 m,
    - (iii) from Willow Street to Heather Street 16.9 m, and
    - (iv) from Laurel Street to Willow Street 19.2 m; and
  - (b) for sites on the south side of West King Edward Avenue:
    - (i) from Columbia Street to Ontario Street 15.2 m.
- 4.14.3 Where dedication is made, it shall be deemed not to reduce the site area for the purpose of calculating floor space ratio.

**4.15 Acoustics**

4.15.1 A development permit application for a dwelling use in the RM-8N and RM-8AN Districts requires evidence in the form of a report and recommendations prepared by a licensed professional acoustical engineer, demonstrating that the noise levels in those portions of the dwelling units listed below, do not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section the noise level is the A-weighted 24-hour equivalent (Leq) sound level and will be defined simply as the noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

**4.16 Building Depth and Width**

- 4.16.1 For all dwelling uses, the maximum distance between the required minimum front yard and the rear of a building is 40% of the site depth, measured prior to any required lane dedication.
- 4.16.2 Notwithstanding section 4.16.1 of this schedule, the Director of Planning may increase the maximum distance between the required minimum front yard and the rear of a multiple dwelling if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.
- 4.16.3 Notwithstanding section 4.16.1 of this schedule, the Director of Planning may increase the maximum distance between the required minimum front yard and the rear yard of a two-family dwelling or a two-family dwelling with secondary suite to accommodate building features designed to reduce energy consumption in a Certified Passive House, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.
- 4.16.4 Projections permitted in front yards pursuant to section 4.4.4 of this schedule must not be included in the calculation of building depth.
- 4.16.5 Notwithstanding section 4.16.1 of this schedule, the Director of Planning may permit an infill one-family dwelling or another principal building in the rear yard if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

4.16.6 On sites 24 m and wider, the maximum building width for a multiple dwelling is 22 m, except that the Director of Planning may increase the maximum building width, provided the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

#### **4.17 External Design**

4.17.1 An infill one-family dwelling or another principal building located in the rear yard of a site, must be a minimum distance of 4.9 m, measured across the width of the site, from any other dwelling use on the site, except that the Director of Planning may decrease the minimum distance for an infill one-family dwelling, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

4.17.2 Where a site has more than one multiple dwelling building, the exterior side wall of each multiple dwelling building must be a minimum of 2.4 m from the closest portion of the exterior side wall of any other multiple dwelling building on the site.

4.17.3 Where a site has more than one building containing freehold rowhouses, the exterior side wall of each building must be a minimum distance of 2.4 m from the closest portion of the exterior side wall of any other building containing freehold rowhouses on the site.

4.17.4 For the purpose of this section 4.17, a main entrance means a door facing a street not being a lane, which is visible from the street and is located at or within 1.8 m of grade, or connected to grade by stairs or a ramp.

4.17.5 In a two-family dwelling or a two-family dwelling with secondary suite on a site with one principal building:

- (a) there must be one main entrance to each principal dwelling unit;
- (b) on a corner site, one main entrance must face the front street and one main entrance must face the flanking street;
- (c) there must be an entry, porch or verandah at each main entrance, with a minimum width and depth of 1.8 m;
- (d) all roofs except for dormer roofs shall have a minimum slope of 7:12 and a maximum slope of 12:12 and shall be either hip or gable or a combination of both, and shall intersect at its lower portion with the exterior wall face of the building or the vertical projection thereof at a line no higher than the lesser of 7.9 m above the base surface or the floor level of a half-storey or attic above the second storey;
- (e) dormer roofs shall be gable, hip or shed in form and shall have a minimum slope of 4:12;
- (f) the maximum total width of dormers provided on a half storey above the second storey must not exceed 50% of the width of the elevation of the storey below;
- (g) all exterior dormer walls shall be set back a minimum of 0.6 m from the exterior face of the wall of the storey below; and
- (h) notwithstanding section 4.17.5(g), one dormer, which faces an interior side yard and which provides headroom over a stair and any intermediate and top landings which provide access from the second storey to the half-storey above may have its face wall flush or continuous with the second storey exterior wall face below.

4.17.6 Exterior windows in a secondary suite or lock off unit must have:

- (a) a minimum total glazing area of 10% of the total floor area of the room, in each of the kitchen, living room and dining room; and
- (b) a minimum total glazing area of 5% of the total floor area of the room, in all other rooms except bathrooms and laundry rooms.

4.17.7 The Director of Planning may vary the requirements of section 4.17 for two-family dwellings and two-family dwellings with secondary suite if, in the opinion of the Director of Planning, the design meets the intent of the regulations for quality and durability of design and architectural expression, or to facilitate a building designed for certification under the Passive House standard or International Living Future Institute's Zero Energy standard, or an equivalent to the satisfaction of the Director of Planning.

#### **4.18 Dwelling Unit Density**

4.18.1 For multiple dwelling and freehold rowhouse, the total number of dwelling units, excluding lock-off units, must not exceed:

- (a) for development up to and including 0.90 floor space ratio, 100 units per hectare of site area; or
- (b) for development over 0.90 and up to and including 1.20 floor space ratio, 145 units per hectare of site area.

4.18.2 Where the calculation of dwelling units per hectare results in a fractional number, the number must be rounded down.

#### **4.19 Number of Buildings on Site**

4.19.1 Notwithstanding section 10.5 of this by-law, the Director of Planning may permit a second principal building in conjunction with a one-family dwelling, a one-family dwelling with secondary suite, a two-family dwelling or a two-family dwelling with secondary suite on a site, if:

- (a) the site meets one of the following criteria:
  - (i) the rear or side property line of the site abuts a park or school site, with or without the intervention of a lane,
  - (ii) the site is a corner site, or
  - (iii) the lot depth is more than 45.7 m;
- (b) the principal building situated in the rear yard of the site contains no more than two dwelling units;
- (c) the total number of dwelling units on the site does not exceed 4, excluding any secondary suites; and
- (d) the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

4.19.2 Notwithstanding section 10.5 of this by-law, the Director of Planning may permit a second principal building in conjunction with a multiple dwelling or freehold rowhouse building on a site, if:

- (a) the site has a minimum site area of 445 m<sup>2</sup>; and
- (b) the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

**EXHIBIT K**

**PROPOSED FORM OF MARKETING LICENCE AGREEMENT**

# ROWE

## MARKETING LICENCE AGREEMENT

THIS AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**BETWEEN:**

**THE OWNERS, STRATA PLAN EPS\_\_\_\_\_**

(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 EPS\_\_\_\_\_;
- (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) “\_\_\_\_\_” means the development known as “\_\_\_\_\_” to be constructed upon certain lands and premises in Vancouver, British Columbia and legally described as follows:

PID: \_\_\_\_\_  
[legal description]



- (e) **“Other Projects”** means \_\_\_\_\_;
- (f) **“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 EPS \_\_\_\_\_;
- (g) **“Property Manager”** means AWM – Alliance Real Estate Group Ltd.;
- (h) **“Strata Lots”** means strata lots in the Project; and
- (i) **“Termination Date”** means \_\_\_\_\_.

## 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, the Other Projects 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 the Other Projects or 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, the Other Projects 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 the Other Projects or 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 EPS \_\_\_\_\_  
c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 EPS** \_\_\_\_\_  
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**

**PROPOSED FORM OF COMMON PROPERTY LICENCE AGREEMENT**

# ROWE

## COMMON PROPERTY LICENCE AGREEMENT

THIS AGREEMENT made as of this \_\_\_ day of \_\_\_\_\_, 202\_\_ (the “Commencement Date”)

**BETWEEN:**

THE OWNERS, STRATA PLAN EPS \_\_\_\_\_

(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 EPS \_\_\_\_\_, 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 EPS \_\_\_\_\_;
- (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 EPS\_\_\_\_\_;
- (f) **“Term”** means the period commencing on the Commencement Date and ending on the Termination Date; and
- (g) **“Termination Date”** means \_\_\_\_\_.

## **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; and
- (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

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.

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

**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.

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

**THE OWNERS, STRATA PLAN EPS** \_\_\_\_\_  
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 M**

**PROPOSED FORM OF MANAGEMENT AGREEMENT**



**AGENCY AGREEMENT**

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

BETWEEN:

**THE OWNERS, STRATA PLAN \_\_\_\_\_**  
a Strata Corporation constituted under the laws of British  
Columbia and having its address \_\_\_\_\_  
\_\_\_\_\_

(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 “**Bylaws**” means the bylaws adopted by the Strata Corporation and in effect from time to time;
  - 1.6 “**Laws**” means all applicable restrictive covenants, zoning ordinances and building codes, health, environmental and safety laws and regulations, and other federal, provincial and other laws, statutes, ordinances, rules, regulations, orders and court decisions;
  - 1.7 “**Meetings**” means all meetings of the Strata Corporation and Strata Council, including the annual general meeting, special general meeting, committee meetings, arbitrations and mediation hearings, court hearings, or other meetings requiring the Agent’s attendance pursuant to this Agreement;
  - 1.8 “**Owners**” means the owners of strata lots included in the Strata Plan;
  - 1.9 “**RESA**” means the *Real Estate Services Act* and amendments thereto and any regulations or rules adopted pursuant to the *Real Estate Services Act*;
  - 1.10 “**Rules**” means the rules made pursuant to sec. 125 of the Act from time to time;

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

### Exclusive Appointment

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

### Agent’s Agreement

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

### General

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

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## Financial

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

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

### Trust Accounts

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

### Meetings

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

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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 Act, RESA, any Laws, the Bylaws, the Rules or a direction given by the Strata Corporation. The receipt by the Agent of written authorization of the Strata Council is sufficient authority for the Agent to so act;
- 3.21 Assistance to Strata Council – To advise the Strata Council on the Act, and to advise the Strata Council of generally accepted 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;
- 3.23 Use and Disclosure of Strata Corporation Information and Personal Information of Owners – To collect, use and disclose information respecting the Strata Corporation, including personal information respecting any Owner for any and all purposes related to the management, maintenance and administration of the Strata Corporation and for such other purposes as are appropriate in connection with the performance of the duties of the Agent respecting the affairs of the Strata Corporation, including the provision of documentation and information as required by the Act to facilitate the sale of any strata lot which shall include its distribution to the Owner's real estate licensees, potential purchasers, purchasers and their conveyancers, governmental authorities, Owners' mortgagees or other authorized requestors in accordance with the Act;

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- 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;
- 3.26 Correspondence and Forms – To receive and respond to all correspondence as directed by the Strata Council and to sign, file and deliver statutory forms including certificates, receipts, or acknowledgements, all at the direction of the Strata Council;

### Bylaws and Rules

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

### Insurance

- 3.31 Property Insurance – Upon the direction of the Strata Council, to secure annual updates to the insurance appraisal for the Strata Plan and to renew insurance policies as they expire pursuant to the Act. All insurance appraisal costs and premium costs shall be expenses of the Strata Corporation;
- 3.32 E&O Insurance – Upon the direction of the Strata Council, to assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Strata Council Errors & Omissions Insurance;

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- 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 contractors if reasonable care has been exercised in their recommendation, appointment and retention;
- 3.38 Contracts – To make and sign contracts in the name of the Strata Corporation to the extent the Agent’s policies permit it to sign such contracts, in respect to the common property and common assets, for electricity, gas, fuel, water, telephone, janitorial services, window cleaning, landscaping, garbage disposal, vermin extermination and other services or such of them as the Strata Council shall deem advisable, and to monitor and negotiate renewal or replacement of such contracts;

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

Proceedings

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

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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:

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:

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- (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 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;

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- 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.

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

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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 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.

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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 ¾ 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 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.

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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 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

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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

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

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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 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

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

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

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

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

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

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

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

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

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

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

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

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## SCHEDULE A

1. Section 2 Commencement Date: \_\_\_\_\_
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: \$150.00 (plus applicable taxes)
7. Section 5.2(a) Monthly Agent's Fee: **\$2776.19** (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 \$150.00 (plus applicable taxes), with a minimum of \$750 for a Council Meeting and \$1,000 for a Special General Meeting. A fee of \$1,000 (plus applicable taxes) will apply for each general meeting called as required by legislation, to bring a new phase in to the existing strata corporation.
9. Section 5.2(c) Hourly rate for attendance at each Meeting over specified number of hours: \$150.00 (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

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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: \$100.00, plus applicable taxes, payable at in January of every calendar year.
  
2. Section 3.30 Fee for administration only of liened receivables: \$450.00 (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 \$150.00/hour (plus applicable taxes), Support Staff \$90.00/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:** 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 \$500.00 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 \$2,000.00 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
  - ix. Insurance Claim management (costs to be recovered via the strata insurance policy)

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- 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

**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 and further to the instructions of the Real Estate Council of BC that licensees not work outside of their direct area of expertise. 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 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. The Agent will register the Corporation with WorkSafeBC and complete the annual returns required and settle any premiums due to WorkSafeBC in the account of the Corporation. The Agent will complete calculations and report same to WorkSafeBC in the prescribed form by the annual due date. The returns shall be made available to the Corporation for review and inspection. The Strata Corporation authorizes:

The Corporation authorizes:

- a) the Agent to coordinate WorkSafeBC compliance matters and the Agent shall be entitled to an initial one-time set up fee of **\$500.00** plus applicable taxes payable upon signing of this agreement. This 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. Additional fees may apply for attendance, which shall be mutually agreed to between the Corporation and the Agent.

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- b) the Agent to reasonably assist the Corporation in ensuring compliance with WorkSafeBC regulations, in particular by ensuring that all trades and contractors complete a pre-job checklist and obtaining confirmation of WorksafeBC coverage from each contractor on a minimum calendar year basis. Following the initial one-time setup, an additional fee of **\$500.00** plus applicable taxes will be paid annually to the Agent on **June 1<sup>st</sup>** of each year. All fees to be deducted from the Operating trust account of the Strata Corporation by the Agent.

## 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

1. Additional fees for Project Management services (support of extraordinary and other projects) supplied by AWM Alliance Real Estate Group Ltd: \$75.00/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

INITIALS	
AGENT	STRATA

## 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. 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 \$200 (must be requested prior to 12:00 p.m.)<br><input type="checkbox"/> 1-2 Days \$150.00 <input type="checkbox"/> 3-4 Days \$75.00 <input type="checkbox"/> 5-6 Days \$50.00 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Realtor Requests (Form B):**

- |                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Same Day \$250 (must be requested prior to 12:00 p.m.)<br><input type="checkbox"/> 1-2 Days \$175.00 <input type="checkbox"/> 3-4 Days \$100.00 <input type="checkbox"/> 5-6 Days \$50.00 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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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**EXHIBIT N**

**SYSTEM DESIGN SCHEDULE AS TO HOT WATER SYSTEM TYPE**

# ROWE

## SYSTEM DESIGN SCHEDULE AS TO HOT WATER SYSTEM TYPE

Date: October 1, 2021

Prepared by: Dory Esfandiari, EIT - The AME Consulting Group Ltd.

System Design	Location	Strata Corporation Responsibility	Strata Lot Owner Responsibility
<b>1. Individual Electric Hot Water Heater</b>	<b>Building (1,2,3,4)</b>		
Domestic Hot water Tank (DHWT-1)	Each suite storage room (mechanical closet)		✓
Expansion Tank (ET-1)	Inside of each suite		✓
Piping and Fitting	Outside of each suite	✓	
Plumbing Fixtures	Inside of each suite		✓
<b>2. Centralized Heat Pump Water Heater</b>	<b>Building (5,6,7,8)</b>		
Domestic Hot Water Storage Tank (ST-1,2,3)	Mechanical Room	✓	
Domestic Hot Water Electric Heater (DHWT-2) Recirculation	Mechanical Room	✓	
Heat Pump Water Heaters	Mechanical Room	✓	
Recirculation Pump (RP-1)	Mechanical Room	✓	
Expansion Tank (ET-2)	Mechanical Room	✓	
Piping and Fitting	Outside of each suite	✓	
Piping and Fitting	Inside of each suite		✓
Plumbing Fixtures	Inside of each suite		✓



<b>Systems Options</b>	<b>Centralized Heat Pump Water Heater</b>	<b>Individual (In-suite) Electric HWT</b>
<b>Energy Consumption</b>	Electrical connection is required for the heat pump and swing tank (recirc tank).	Electric HWT is using the Electricity to heat the domestic hot water.  Electrical connection is required for each suite HWT closet for the electric resistant heaters (1ph or 3ph).
<b>Hot Water Recirculation</b>	Hot water recirculation line is required to maintain the domestic hot water temperature inside the loop and prevent the water stagnation.  Hot water recirculation pump is required to maintain the domestic hot water temperature inside the loop and prevent the water stagnation.	Hot water recirculation line is not required due to the short run from the HWT inside each suite to the plumbing fixtures.  Hot water recirculation pump is not required.
<b>Mechanical Room Requirements</b>	Central mechanical space is required to locate the tanks and associated parts. The domestic water heat pumps can be installed at the high level of the parkade area, outside of the mechanical room.	Central Mechanical room area is not required and the HWT shall be located inside each suite HWT closet.
<b>Maintenance</b>	Easy for maintenance personnel in a to access.	Challenging for maintenance personnel - need access in each suite.