



UNIVERSITY  
DISTRICT

## FOURTH AMENDMENT TO DISCLOSURE STATEMENT UNIVERSITY DISTRICT SOUTH

10418, 10428, 10448 and 10468 University Drive, Surrey, British Columbia

DEVELOPER: BLUESKY PROPERTIES (UD LANDS) INC.; and  
BLUESKY PROPERTIES (UD SOUTH) INC.

ADDRESS FOR SERVICE IN BRITISH COLUMBIA: 1101 – 838 West Hastings Street,  
Vancouver, B.C. V6C 0A6

BUSINESS ADDRESS OF DEVELOPER: 1201 – 838 West Hastings Street  
Vancouver, B.C. V6C 0A6

REAL ESTATE BROKERAGE: The Developer will market the South Tower using its own employees,  
and such employees may or may not be licensed under the *Real Estate Services Act* and will not be acting on behalf of purchasers.

DATE OF DISCLOSURE STATEMENT: January 14, 2019

DATE OF FIRST AMENDMENT: June 19, 2019

DATE OF SECOND AMENDMENT: October 7, 2019

DATE OF THIRD AMENDMENT: September 25, 2020

DATE OF THIS FOURTH AMENDMENT: August 18, 2022

**This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of: \_\_\_\_\_ [print name of Purchaser] who has confirmed that fact by initialing in the space provided here \_\_\_\_\_.**

### DISCLAIMER

**This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.**

The Disclosure Statement dated January 14, 2019, as amended by the First Amendment to Disclosure Statement dated June 19, 2019, the Second Amendment to Disclosure Statement dated October 7, 2019, and the Third Amendment to Disclosure Statement dated September 25, 2020 (the “**Disclosure Statement**”), is hereby amended as follows:

1. by amending the section titled “List of Exhibits”, as follows:
  - (a) by deleting the reference to “Exhibit “B” Proposed Subdivision Plan” and replacing it with “**Exhibit “B” Registered Subdivision Plan**”;
  - (b) by deleting the reference to “Exhibit “C” Proposed Strata Plan” and replacing it with “**Exhibit “C” Proposed Strata Plan – Revised**”;
  - (c) by deleting the reference to “Exhibit “D” Proposed Form V – Schedule of Unit Entitlement” and replacing it with “**Exhibit “D” Proposed Form V – Schedule of Unit Entitlement – Revised**”;
  - (d) by deleting the reference to “Exhibit “E” Estimated Operating Budgets” and replacing it with “**Exhibit “E” Estimated Operating Budgets – Revised**”;
  - (e) by deleting the reference to “Exhibit “F” Estimated Monthly Maintenance Fees per Strata Lot” and replacing it with “**Exhibit “F” Estimated Monthly Maintenance Fees per Strata Lot – Revised**”;
  - (f) by deleting the reference to “Exhibit “G” Proposed Form Y – Owner Developer’s Notice of Different Bylaws” and replacing it with “**Exhibit “G” Proposed Form Y – Owner Developer’s Notice of Different Bylaws – Revised**”;
  - (g) by deleting the reference to “Exhibit “H” Proposed Form of Parking Facility/Storage Lease and Bosa Volt Charging Station License Agreement sometimes called the Master Parking/Storage Agreement” and replacing it with “**Exhibit “H” Proposed Form of Master Parking/Storage Agreement - Revised**”;
  - (h) by deleting the reference to “Exhibit “I” Proposed Form of Partial Assignment of Master Parking/Storage Agreement” and replacing it with “**Exhibit “I” Proposed Form of Partial Assignment of Master Parking/Storage Agreement – Revised**”;
  - (i) by deleting the reference to “Exhibit “M” Proposed Form of Management Agreements” and replacing it with “**Exhibit “M” Proposed Form of Management Agreement – Revised**”;
  - (j) by deleting the title of “Exhibit “P-1”” and replacing it with “*Intentionally Deleted*”;
  - (k) by deleting the reference to “Exhibit “Q” Draft Reciprocal Amenity Use and Cost Sharing Agreement” and replacing it with “**Exhibit “Q” Registered Reciprocal Amenity Use and Cost Sharing Agreement**”;
  - (l) by deleting the reference to “Exhibit “R” Draft Parking Stalls Easement” and replacing it with “**Exhibit “R” Draft Parking Stalls/Storage Lockers Easement over Lot B - Revised**”;
  - (m) by deleting the reference to “Exhibit “S” Draft Parking Access Easement” and replacing it with “**Exhibit “S” Registered Parking Access Easement over Lot B**”;
  - (n) by inserting a new exhibit, titled “**Exhibit “T” Common Property Licence Agreement**”, immediately following Exhibit “S”;

- (o) by inserting a new exhibit, titled “**Exhibit “U” Concordance Table of Previous & Newly Assigned Townhouse Civic Addresses**”, immediately following Exhibit “T”; and
  - (p) by inserting a new exhibit, titled “**Exhibit “V” Definitions and Exhibits (as amended)**”, immediately following Exhibit “U”, as the last Exhibit thereof;
2. by deleting the section titled “DEFINITIONS AND EXHIBITS:”, on pages 8 through 12, in its entirety and replacing it with “**DEFINITIONS AND EXHIBITS (as amended) – See Exhibit “V”**. For clarity, Exhibit “V” attached hereto includes a number of amendments to the Definitions made as of the date of filing this Fourth Amendment to the Disclosure Statement, as indicated therein, including the following:
- (a) the following defined terms and related descriptions are deleted, as they are no longer applicable:
    - (i) “**BosaVolt Charging Station**” or “**BCVS**”; and
    - (ii) “**Compatible Electric Automotive Vehicle**” or “**CEAV**”; and
  - (b) in addition to a number of other updates to the defined terms as set out in Exhibit “V”, the description of the “**South Tower Amenity Space**” is revised as follows: “means the amenities and facilities currently anticipated to include, without limitation, the amenities and facilities more particularly described in Section 2.1.2(d)(i)-(iv), all forming part of the Development and available to residents of the North Tower and the South Tower, pursuant to the Reciprocal Amenity Use and Cost Sharing Agreement, between the owner of Lot A and the owner of Lot B, and for further clarity will not be available for use by owners/occupants of the Commercial Component”;
3. Section 1.6, titled “Conflicts of Interests”, is amended as follows:
- (a) by deleting Section 1.6(d), titled “Parking Stalls and Storage Lockers”, in its entirety and replacing it with the following:

“(d) Master Parking/Storage Leases to UD Parking and Assumption by Strata Corporation

Portions of the Parking Facility (and the interconnected parking facility on Lot A (the “**Lot A Parking Facility**”)) including, without limitation, certain Development Parking Stalls and Lot A Parking Stalls (and associated driveways and ramps), the Bicycle/Storage Lockers (and certain storage rooms containing the same) and the Developer’s Storage Room, if any, will be leased by the Beneficial Owner by way of the Master Parking/Storage Agreement (or by way of the Easement Master Parking/Storage Agreement, as applicable) in each case to UD Parking, an entity related to the Developer, as more particularly described in Section 3.7.

Upon the deposit of the Strata Plan in the Land Title Office, the Developer intends to, without limitation, cause the Beneficial Owner to assign to the Strata Corporation the Master Parking/Storage Agreement encumbering a portion of the Common Property within the Parking Facility (and the Easement Master Parking/Storage Agreement encumbering a portion of the common property of the North Tower Strata Corporation within the Lot A Parking Facility), and to cause the Strata Corporation to assume the Beneficial Owner’s obligations, as landlord, under such agreements, on terms and conditions determined by the Developer. UD Parking will partially assign to a purchaser of a Strata Lot UD Parking’s interest in the particular Resident Stall, if any, and/or Bicycle/Storage Locker, if any, designated by the Developer for use by such purchaser. UD Parking may retain and use any remaining Resident Stalls and/or Bicycle/Storage Lockers, if any, and/or rent or assign to the owners of the Strata Lots

UD Parking's interest in any remaining Resident Stalls and/or Bicycle/Storage Lockers, on the terms established from time to time by UD Parking, without compensation to the owners of the Strata Lots, as more particularly described in Section 3.7(f). The Developer may also, in its discretion, cause UD Parking to assign to the Developer (or an entity related to the Developer) the interest of UD Parking, as tenant, under the Master Parking/Storage Agreement and the Easement Master Parking/Storage Agreement, as described in Section 3.7.”; and

- (b) by deleting subsection 1.6(i) in its entirety and replacing it with the words “*Intentionally deleted*”;
- (c) by inserting the following new subsections at the end of Section 1.6 immediately following subsection 1.6(j):

“(k) Developer’s Use of Bicycle/Storage Lockers

Without limiting the generality of Section 1.6(d), the Developer, or its employees, agents, contractors or other persons authorized by the Developer, will be entitled to use any unallocated Bicycle/Storage Lockers (which may initially be leased to UD Parking) for such purposes and for such period of time as the Developer may deem necessary or desirable, in its discretion, including for the storage of materials relating to the Developer’s warranty obligations in connection with the Development and/or Development #1 and/or adjacent developments constructed by one or more Related Developer(s).

(l) 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 Nominee, in its capacity as the registered owner of Lot B, 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 (excluding the encumbrances intended to be partially discharged as described in Section 4.3(b), such as the Construction Mortgage and the Aviva Mortgage). Without limiting the generality of the foregoing, such encumbrances anticipated to be granted by the Beneficial Owner and/or the Nominee, in its capacity as the registered owner of Lot B, 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 Related Developers, their affiliates, consultants and related parties, to the Common Property of the Development to carry out maintenance, repairs and assessments, marketing and other purposes as described herein; and (iii) the swinging of the boom of a construction crane and the installation of anchor rods and other shoring works, under and into Lot B and the Development; (iv) purposes deemed necessary by the Developer in connection with the development of Lot A or Lot B, or as may be required by the City in connection with the issuance of permits for the Development and/or Development #1.

(m) Access to Common Property

Given the physical integration of the Project, 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, Lot B, the Common Property and/or the Strata Lots which may include permission for the Developer and/or Related Developers, their 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 and/or Related Developers, their affiliates, consultants and related parties, the Common Property Licence Agreement to carry out certain activities on the Common Property, as more particularly described herein and in such agreement, the proposed form of which is attached as **Exhibit "T"** hereto.

(n) Shared Residential Amenities/Facilities (Residential Only) and Shared Project Facilities (Residential / Commercial Component)

It is intended that the Development, the North Tower and/or the Commercial Component (as applicable), will share in the use of and related cost obligations with respect to certain shared amenities and facilities within the Project, pursuant to the terms of the Reciprocal Amenity Use and Cost Sharing Agreement (relating to the Shared Residential Amenities/Facilities) and the Reciprocal Project Facilities Use and Cost Sharing Agreement (relating to the Shared Project Facilities), as more particularly defined and described in Section 2.1.2(g). Once the Strata Corporation has been created, the Developer will cause the Strata Corporation to assume the obligations and liabilities of the Nominee, in its capacity as the registered owner of Lot B, under such agreements, and any other reciprocal easements and cost sharing agreements for shared use areas in the Project as the Developer may deem necessary or desirable in the Developer's sole discretion (including for access, parking and storage as described herein).";

4. by adding the following paragraphs as the last two paragraphs of Section 2.1.2(c), under the section titled "General Description of Development":

"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, divide or consolidate any of the Strata Lots and/or consolidate any part of the Common Property 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 Development, the floor numbers within the Development and the civic addresses, suite numbers and strata lot numbers of any of the Strata Lots, 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 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 (and the Development Parking Stalls, the Lot A Parking Stalls and the Bicycle/Storage Lockers) 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, structural requirements and shared facilities. 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/or the Limited Common Property thereof), and the fact that the colour of natural products (especially wood, stone and granite) will change over time, the finishes of the wood, granite, tile, stone, carpet and other components (if and as applicable) of a Strata Lot (and/or the Limited Common Property thereof) may differ from the colour, grain, vein, pattern, size, stain resistance and textures shown in any display home 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 or the Limited Common Property thereof.”;

5. by deleting the first paragraph, and the accompanying bullets and descriptions under Section 2.1.2(d) in their entirety, and replacing them with the following:

“The South Tower will provide its owners, occupants and guests with the following facilities/amenities/building features:

- (i) concierge and security services to be operated from a central operations desk servicing the residents of the Project, excluding the Commercial Component, anticipated to be located within a designated area in the lobby entrance of the South Tower Amenity Space. The Developer intends to arrange for shared concierge services (the “**Concierge Services**”) to be provided for the Development and the South Tower, which services are anticipated to be initially operated 7 days per week from 7:00 a.m. to 11:00 p.m. In addition to the Concierge Services, the Developer intends to arrange for certain security services (the “**Security Services**” and, together with the Concierge Services, the “**Project Concierge/Security Services**”) for the benefit of the Project, which services are anticipated to operate initially for periods outside of the operating hours of the Concierge Services, pursuant to contracts that the Developer intends to enter into and/or cause the Strata Corporation to assume, prior to the filing of the Strata Plan, as more particularly described herein;
- (ii) one parking stall (the “**Carshare Stall**”) in the Project may, prior to completion of construction of the Project, be designated as a shared vehicle stall which at all times will be reserved for the exclusive use of a shared co-operative vehicle for the Project (the “**Shared Vehicle**”), to be owned and operated by a car share operator (the “**Car Share Operator**”), currently anticipated to be Modo Co-Operative (“**Modo**”) but subject to change in the Developer’s sole discretion. It is anticipated that the Carshare Stall will be accessible and available for use 24 hours a day, 7 days a week by owners, residents and guests of the Project as well as members of the public who maintain an active membership with the Car Share Operator, pursuant to which permitted users may share in the use of the Shared Vehicle parked therein when not in use. If such program is proceeded with in the Developer’s sole discretion, the Developer will arrange to provide payment to the Car Share Operator to secure the Shared Vehicle for the Project as part of a service to share the use of the Shared Vehicle in accordance with such terms and conditions as required by the Car Share Operator (the “**Carsharing Program**”) in accordance an agreement to be entered into between the Developer and the Car Share Operator. The anticipated Carsharing Program for the Project is more particularly described in Section 7.4(j). The Carshare Stall is currently anticipated to be located in the exterior Auto Courtyard within the exterior Common Property;
- (iii) a public art feature (the “**Public Art Feature**”) created and installed by an artist commissioned by the Developer in its sole discretion, as approved by the City, for the benefit and enjoyment of owners, occupants, guests and invitees of the Project as well as for the general public. The Public Art Feature is anticipated to be installed in the exterior Common Property of the Development, in a location to be determined by the Developer and the Developer of Development #1, in their sole discretion, subject to requirements of the City. The annual costs and expenses associated with ensuring continuous public access and ongoing maintenance, repair and replacement of the Public Art Feature, as needed, over time, pursuant to the maintenance manual to be supplied by the artist, notwithstanding whether any areas or portions of such Public Art Feature are

located on the Common Property of the Development or Development #1, will be shared among the North Tower, the South Tower and the Commercial Component. For clarity, the Public Art Feature will be included in the Shared Project Facilities, and subject to applicable cost sharing arrangements. The portion of such costs to be paid for by the Strata Corporation 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 Budget, attached as **Exhibit "E"**; and

- (iv) various indoor and outdoor amenities, features and facilities intended for the shared use by the owners and residents of the Development and the North Tower (but for greater certainty not the Commercial Component) to be located in the interior and exterior in the Common Property in the locations as set out on the Strata Plan (**Exhibit "C"**) and more particularly described below, which, upon completion of construction will collectively comprise the South Tower Amenity Space, currently anticipated to include the following:
- a bicycle storage pavilion located at grade level in the Development and including two (2) bicycle storage rooms, bicycle repair stations and bicycle wash areas (collectively, the **"Bike Rooms"**), as more particularly described in Section 3.9(d);
  - an indoor amenity facility (the **"Amenity Facility"**) comprising 5 levels of the lower podium of the South Tower, with a separate lobby entrance providing shared fob access to residential occupants and their guests, anticipated to include the following, in the locations as shown on the Strata Plan (**Exhibit "C"**):
    - (1) the Automated Parcel Lockers located the ground-level lobby of the Amenity Facility to receive and pick-up package deliveries, a portion of which system is anticipated to provide for climate-controlled temporary storage of groceries and food deliveries;
    - (2) a designated spin room / cycling studio;
    - (3) a fitness facility with fitness lockers and a yoga/meditation room;
    - (4) social lounge areas with a common kitchen, fireplace and wall-mounted television, including a private lounge area available for private booking pursuant to Bylaw 37(8);
    - (5) children's play area;
    - (6) a meeting room, multi-purpose room and co-working area;
    - (7) a game lounge with pool table and lounge seating;
    - (8) one or more outdoor seating areas;
    - (9) an outdoor pool on Level 5 and associated change rooms;
    - (10) an outdoor pool deck;
    - (11) an outdoor barbeque and dining area(s); and

(12) outdoor landscaped areas.

(v) In addition to the South Tower Amenity Space, it is intended that owners and residents of the Strata Lots will also share in the use of the following Shared Residential Amenities/Facilities, anticipated to be located in the common property of the North Tower, as described herein:

- exterior children's play area;
- a bicycle storage pavilion located at grade-level in Development #1 including one (1) bicycle storage room (the "**North Tower Bike Room**"), as more particularly described in Section 3.9(d);
- detention pond / water feature; and
- outdoor landscaped areas.";

6. in Section 2.1.2(e)(ii), by deleting the period at the end of the first sentence and replacing it with the words ", as described below.", and by deleting the last sentence thereof in its entirety;

7. by deleting the first paragraph of Section 2.1.2(g) and replacing it with the following:

"It is intended that the owners and occupants of the Strata Lots will share in the use, benefit and/or enjoyment of:

- (i) the North Tower Amenity Space and the South Tower Amenity Space (together, the "**Shared Residential Amenities/Facilities**") in common with the owners, tenants occupants and guests of the North Tower, and excluding owners, tenants and guests of the Commercial Component;
- (ii) the Shared Parking Facility Areas on Lot A, the Shared Parking Facility Areas on Lot B and any shared use areas within the Parking/Storage Easement Areas on Lot A and the Parking/Storage Easement Areas on Lot B (collectively, the "**Shared Parking Facility Areas**") in common with the owners, tenants occupants and guests of the North Tower, and excluding owners, tenants and guests of the Commercial Component;
- (iii) those common areas, facilities, utilities, features, systems and services constructed or installed in, among and throughout the South Tower and the Commercial Component, which serve Development #1 collectively and allow it to operate as a single integrated building (all of which facilities are collectively referred to herein as, the "**Shared UD South Facilities**") in common with the owners, tenants and guests of the Commercial Component; and
- (iv) those common areas, facilities, utilities, features, systems and services constructed or installed in, among and throughout the Development, Development #1 and the Commercial Component, which serve the Project collectively and allow it to operate as a single integrated community, including without limitation, the Auto Courtyard and the Public Art Feature (all of which facilities are collectively referred to herein as, the "**Shared Project Facilities**") in common with the owners, tenants, occupants and guests of the North Tower and the owners, tenants and guests of the Commercial Component.

It is intended that use of the Shared Residential Amenities/Facilities and the Shared Parking Facility Areas will be shared by the residents of the South Tower and the North Tower.



Access to, egress from, use of and the cost sharing associated with the shared use of the Shared Residential Amenities/Facilities will be addressed by way of the Reciprocal Amenity Use and Cost Sharing Agreement and the access to, egress from, use of and the cost sharing associated with the shared use of the Shared Parking Facility Areas will be addressed by way of the Parking Stalls/Storage Lockers Easement over Lot A, the Parking Stalls/Storage Lockers Easement over Lot B, the Parking Access Easement over Lot A, the Parking Access Easement over Lot B or one or more additional easements deemed necessary or desirable for the Project by the Developer in its sole discretion (collectively, the “**Shared Parking Facility Easements**”), as applicable. While the North Tower and the South Tower, if, as and when the South Tower is constructed, may each have its own facilities and amenities that will only be accessible to residents of the North Tower and the South Tower, respectively, such exclusive-use facilities and amenities will not affect the obligations of the owners of strata lots in the North Tower and the South Tower to contribute to the costs of the Shared Residential Amenities/Facilities under the Reciprocal Amenity Use and Cost Sharing Agreement or the Shared Parking Facility Areas under the Shared Parking Facility Easements.”;

8. by deleting the words “North Tower Amenity Space or the South Tower Amenity Space” in the second paragraph of Section 2.1.2(g) and replacing them with the words “Shared Residential Amenities/Facilities, the Shared Parking Facility Areas”;
9. by deleting the last paragraph of Section 2.1.2(g) and replacing it with the following:

“It is also intended that any Shared UD South Facilities located in the Development (which will be designated as Common Property) and any Shared UD South Facilities located in the Commercial Component will be for the shared use of the owners and occupants of the Development and the Commercial Component pursuant to the air space easement agreement, more particularly described in Section 4.4(h) (the “**Air Space Easement Agreement**”) between the owner of Lot B (or the South Tower Remainder Lands, as applicable) and the owner of the Commercial Air Space Parcels.

It is also intended that any Shared Project Facilities located in the Development (which will be designated as Common Property), if any, will be for the shared use of the owners and occupants of the Development, the North Tower and the Commercial Component pursuant to the Reciprocal Project Facilities Use and Cost Sharing Agreement between the Lot A owner, the South Tower Remainder Lands owner and the owner(s) of the Commercial Air Space Parcels. Any Shared Project Facilities located in the North Tower will be designated as common property of the North Tower, but are intended to be for the shared use of the owners and occupants of the Development, the North Tower and the Commercial Component pursuant to, without limitation, the Reciprocal Project Facilities Use and Cost Sharing Agreement between the Lot A owner, the South Tower Remainder Lands owner and the owner(s) of the Commercial Air Space Parcels.

The Developer intends to cause the Strata Corporation to assume the obligations and liabilities of the Nominee, in its capacity as the registered owner of the South Tower Remainder Lands, under each of the Reciprocal Amenity Use and Cost Sharing Agreement, the Air Space Easement Agreement, the Shared Parking Facility Easements and the Reciprocal Project Facilities Use and Cost Sharing Agreement, once the Strata Corporation has been created.

In connection with the foregoing shared amenities, services and facilities in the Project, it is intended that there will be certain shared annual expenses arising from and relating to the operation, maintenance and repair of the Shared Residential Amenities/Facilities and the Shared Parking Facility Areas (collectively, the “**Shared Residential Expenses**”) to be shared exclusively among the owners of the Strata Lots in the Development and the strata lots of the North Tower, in accordance with Unit Entitlement, as described in the Reciprocal

Amenity Use and Cost Sharing Agreement or the Shared Parking Facility Easements, as applicable. In addition, there will be certain shared annual expenses arising from and relating to the operation, maintenance and repair of the Shared UD South Facilities (the “**Shared UD South Expenses**”) which will be shared among the owners of the Strata Lots in the Development and the Commercial Component, all on a fair and equitable basis, as determined by the Developer, all as more particularly described herein and in the Air Space Easement Agreement. Finally, there will be certain shared annual expenses arising from and relating to the operation, maintenance and repair of the Shared Project Facilities (the “**Shared Project Expenses**”) which will be shared among the owners of the Strata Lots in the Development, the strata lots in the South Tower and the Commercial Component, all on a fair and equitable basis, as determined by the Developer, all as further described in Section 7.4(g). For greater certainty, the Strata Corporation’s proportionate share of Shared Residential Expenses with respect to the initial operations of the Shared Residential Amenities/Facilities, the Shared UD South Expenses in respect to the initial operations of the Shared UD South Facilities and the Shared Project Expenses with respect to the initial operations of the Shared Project Facilities, if any, 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 Budget and the owners’ monthly assessments, in accordance with the estimated monthly assessments for each of the Strata Lots, attached hereto as **Exhibits “E”** and **“F”**, respectively.”

10. by deleting the second sentence of subsection 2.1.2(h) and replacing it with the following:

“The Project Concierge/Security Services, are anticipated to be located within a designated area in the lobby entrance of the South Tower Amenity Space.”;

11. by adding the following new subsections 2.1.2(i) and (j):

“(i) Parcel Lockers Contract

In connection with the Automated Parcel Lockers, the Developer intends to enter into a support and services contract (the “**Parcel Lockers Contract**”) with a company unrelated to the Developer (or to the developer of Development #1) for secure package delivery services to be provided to the residential owners and occupants in the Project, and intends to cause the Strata Corporation of the Development (together with the North Tower Strata Corporation) to assume the obligations of the Developer under the Parcel Lockers Contract, upon the deposit in the Land Title Office, respectively, of the strata plans for each of the Development and Development #1. The shared costs associated with the operation, maintenance, repair and replacement of the Automated Parcel Lockers will be the responsibility of the Strata Corporation, and of North Tower Strata Corporation, in accordance with the terms of the Parcel Lockers Contract, the estimated costs thereof are included in the Budget attached hereto as **Exhibit “E”**.

(j) Service Facilities

The Development will also include additional service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, fire prevention equipment, emergency generator systems and equipment, electrical room, vents, air shafts, ducts, fans, garage gates, drive aisles and other facilities and equipment which may not be depicted on the 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. While it is anticipated that the majority of the Service Facilities for the Development will be located in the Common Property of the Development, there may be Service Facilities serving the Project located in the common property of Development #1 and/or in the Commercial Component and will form part of

the Shared Project Facilities be subject to any applicable cost sharing set out in the Reciprocal Project Facilities Use and Cost Sharing Agreement.”;

12. by amending Section 3.4, titled “Common Property and Facilities”, as follows:

- (a) by deleting the words “storage lockers” in each instance they appear in the third paragraph and replacing them with the words “Bicycle/Storage Lockers”;
- (b) by deleting the words “Master Agreement” in the third paragraph and replacing it with the words “Master Parking/Storage Agreement or Easement Master Parking/Storage Agreement, as applicable,”; and
- (c) by deleting the sixth paragraph in its entirety and replacing it with the following:

“The Developer will purchase certain furnishings and equipment (collectively, the “**Exclusive Use Amenity Furnishings**”) for certain Common Property at the Development, including the South Tower lobby area and other amenity areas not included in the Shared Residential Amenities/Facilities, for the benefit of the Strata Corporation, and the guests and invitees thereof, as selected in the Developer’s sole discretion. In addition, the Developer will purchase certain furnishings and equipment (collectively, the “**Shared Amenity Furnishings**”) for certain Common Property at the Development or the South Tower which forms part of the Shared Residential Amenities/Facilities, including without limitation the South Tower Amenity Space, for the benefit of the Strata Corporation, and the North Tower Strata Corporation, and the guests and invitees thereof, as selected in the Developer’s sole discretion. The Strata Corporation will be responsible for the ongoing maintenance and repair of all Exclusive Use Amenity Furnishings as may be supplied and installed by the Developer in the Common Property of the Development other than the Shared Residential Amenities/Facilities, and for its proportionate share of the ongoing maintenance and repair of all Shared Amenity Furnishings as may be supplied and installed by the Developer in the Shared Residential Amenities/Facilities. The costs associated with the Exclusive Use Amenity Furnishings and the Development’s proportionate share of the Shared Residential Expenses associated with the Shared Amenity Furnishings in both the Development and the North Tower, will, in each case, be shared by the owners of all Strata Lots in the Development in proportion to the relative Unit Entitlement of the Strata Lots and are included in the Budget attached as **Exhibit “E”**.

In addition to the Common Property and any benefit of the Reciprocal Amenity Use and Cost Sharing Agreement, the Air Space Easement Agreement, the Reciprocal Project Facilities Use and Cost Sharing Agreement and the Parking Access Easement over Lot A, the owners of certain Strata Lots will also be entitled to the benefit of the Parking Stalls/Storage Lockers Easement over Lot A in order to access the Lot A Parking Stalls and the Lot A Bicycle/Storage Lockers (as more particularly described in Section 3.7 and Section 3.9(b), respectively) and the shared costs associated with the annual maintenance and repair of such shared parking and storage areas in the Project will be subject to certain cost sharing terms to be set out in the Parking Stalls/Storage Lockers Easement over Lot A. 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.

#### *Changes to Common Property*

The approximate size and location of certain of amenities and facilities within the South Tower, including the South Tower Amenity Space, the Service Facilities, the Parking Facility (including, without limitation, the Development Parking Stalls and the Development Bicycle/Storage Lockers) and any other areas and facilities forming part of

the Common Property (collectively, the “**Common Facilities**”) are indicated on the 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 may alter the number and configuration of the elevators located in the Development and the configuration and location of the respective lobbies for the Development and Development #1. 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 Strata Plan, which adjustments the Developer may make in its discretion.

#### *Proximity to Common Property*

Certain of the Common Facilities and/or Service Facilities may be located adjacent to or in the vicinity of certain Strata Lots. As a result, certain of the Common Facilities and/or Service 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 and/or Service Facilities may be perceptible by the occupants of the Strata Lots.

#### *Use of Common Property*

Each purchaser’s entitlement to the Common Property is subject to the Bylaws, 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 (including without limitation the Reciprocal Amenity Use and Cost Sharing Agreement, the Air Space Easement Agreement and the Reciprocal Project Facilities Use and Cost Sharing Agreement) which are currently registered on title to Lot B 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.

#### *Costs of Operation, Maintenance and Repair of Common Property*

The Bylaws will provide that the Strata Corporation will be responsible for maintaining and repairing the Common Property (except for certain Limited Common Property). The costs (subject to any applicable easements and cost sharing agreements, including, without limitation, the Reciprocal Amenity Use and Cost Sharing Agreement, the Air Space Easement Agreement and the Reciprocal Project Facilities Use and Cost Sharing Agreement) of operating, maintaining and repairing the Common Property (except for certain Limited Common Property as described in Section 3.4), common facilities and common assets of the Strata Corporation 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 (or proportionate share thereof, as applicable) expected to be incurred by the Strata Corporation in respect of the Common Property, during the initial operating year, is included in the Budget attached as **Exhibit “E”** to this Disclosure Statement.”;

13. by amending of Section 3.5, titled "Limited Common Property", as follows:
- (a) by deleting the word "gas" in subsection (b) of the fourth paragraph; and
  - (b) by deleting items 1 to 6 in the last paragraph, and replacing them with the following:
    - "1. repair and maintenance that in the ordinary course of events occurs less than once a year; and
    2. 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 and decks; and
      - (vi) any trees, shrubs, vegetation or other landscaping installed by the Developer or the Strata Corporation on Limited Common Property (including, without limitation, on balconies, patios and decks) appurtenant to particular Strata Lots (except that an owner of a strata lot 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).";
14. by deleting the paragraphs under Section 3.6, titled "Bylaws", in their entirety and replacing them with the following:
- "The bylaws of the Strata Corporation will be the Standard Bylaws as amended by the proposed Form Y, Owner Developer's Notice of Different Bylaws attached hereto as **Exhibit "G"**. Accordingly, the Bylaws differ from the bylaws contained in the Standard Bylaws. 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.
- 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 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 North Tower Amenity Space and the South Tower Amenity Space (which for greater certainty do not include the Parking Facility).

(b) Use of Strata Lots

- Bylaw 2(3) provides that an owner must (a) maintain the designated Heat Pump Unit located within such owner's Strata Lot in accordance with the manufacturer's recommended maintenance schedule, or as otherwise required by the Strata Corporation; and (b) repair and replace such unit as and when necessary from time to time.
- 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)(a) 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(7)(b) provides that 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 inline skates, skateboards, bicycles and/or hockey equipment anywhere in the building, including a Strata Lot.
- 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 balcony, patio or deck; 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 (including, without limitation, on balconies, patios and decks) 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 includes 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, elevators, indoor amenity spaces, storage/bicycle storage rooms or the Parking Facility; (ii) smoke or vape on the exterior Common Property or Limited Common Property, including, balconies, decks, patios, outdoor amenity areas (including any outdoor South Tower Amenity Space), 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 South Tower Remainder Lands, including, without limiting the foregoing, in any Strata Lot or on any Common Property or Limited Common Property.

(c) Certain Other Bylaws

- Bylaw 37 contains certain general restrictions, requirements and terms of use governing the use of the South Tower Amenity Space and other common amenities, facilities and areas within the Development available for use by the owners, tenants and occupants of the Strata Lots and their visitors (and as applicable by the owners, tenants and occupants of the strata lots within the North Tower and their visitors), as well as the use of the North Tower Amenity Space, including, without limitation, the assumption of risks associated with such use, and an indemnity by each user in favour of the Strata Corporation (and, as applicable, the North Tower Strata Corporation) against liability arising out of such use. The owners, tenants and occupants of the Strata Lots must comply, and cause their visitors using the South Tower Amenity Space, the North Tower Amenity Space or any such other common amenities, facilities and areas, to comply, with all Bylaws and any additional restrictions and rules established by the Strata Corporation and the North Tower Strata Corporation, from

time to time, governing the use thereof, and the terms of applicable easement agreements in respect thereto.

- Bylaws 38, 39, 40 and 41, respectively, contain certain restrictions and requirements with respect to parking and storing vehicles and personal property on the Common Property (including within the Parking Facility), bicycle storage, reallocation of Resident Disability Stalls and installing and using EV Chargers in Resident Stalls.
  - Bylaws 45 and 46 contain further provisions regarding the reciprocal easement and cost sharing agreements which the Developer has entered into, and intends to enter into prior to completion for construction, for the benefit of the Project to operate as an integrated community and the cost sharing obligations in respect thereof which will be assumed by the Strata Corporation, the North Tower Strata Corporation and the Commercial Component to the extent applicable as to certain limited shared costs, under such agreements.”;
15. by inserting the following new paragraphs in Section 3.7 immediately following the last paragraph of the subsection titled “*Parking Stalls*” and immediately prior to the paragraph titled “*Shared Large-Vehicle Loading Stall*”:

*“Additional Parking Stalls for use by Development - Lot A Parking Stalls*

In addition to the Development Parking Stalls located in the Development, the Developer may secure the use of a certain number of parking stalls (to be determined by the Developer in its sole discretion) in the Lot A Parking Facility (the “**Lot A Parking Stalls**”), for the exclusive use of the owners and occupants of the Development by way of the Parking Stalls/Storage Lockers Easement over Lot A. The Lot A Parking Stalls will be located within one or more designated easement areas (the “**Parking/Storage Easement Areas on Lot A**”) within the adjacent and interconnected underground parking facility that will form part of Development #1, and be within the property lines of Lot A and not the Development, being constructed within Lot B.

*Resident Stalls*

It is anticipated that the Development will include approximately the number of resident parking stalls identified above (the “**Development Resident Stalls**” and, together with the Lot A Parking Stalls and the Resident Disability Stalls, the “**Resident Stalls**”) which will be located in the Development on Levels P1 through P5 of the Parking Facility, all of which will be designated as Common Property of the Development on the Strata Plan. Although the Strata Plan will designate such Development Resident Stalls as Common Property, this designation will be subject to the Master Parking/Storage Agreement and/or the Parking Stalls/Storage Lockers Easement over Lot B, as applicable. It is anticipated that the Lot A Parking Stalls will be made available for exclusive use by the owners and occupants of the Strata Lots, as determined and allocated in the Developer’s sole discretion, in the manner described in Section 3.7. Subject to Section 7.4(i) and the Parking Stalls/Storage Lockers Easement over Lot B described therein, all of the Resident Stalls will be intended for the exclusive use of the owners and occupants of the Strata Lots.

*Small Car Stalls*

A certain number of the Development Parking Stalls and Lot A Parking Stalls (the “**Small Car Stalls**”) may be smaller in size and/or have a more limited overhead capacity than the balance of parking stalls in the Parking Facility and may be designated for use by small cars, in the Developer’s sole discretion. Purchasers will not be able to select the



size of the Development Parking Stall(s) or Lot A Parking Stall(s), if any, that is assigned for his or her exclusive use, as more particularly described below.

#### *South Tower Disability Stalls*

It is anticipated that the Development will include approximately 4 resident disability parking stalls (the “**Resident Disability Stalls**”), which will be located on Level P1 of the Parking Facility and be designed, in accordance with the requirements of the City, to accommodate vehicles used by physically disabled owners and occupants of Strata Lots. Although the Resident Disability Stalls will be designated as Common Property, as set out on the Strata Plan, such designation will be subject to the Master Parking/Storage Agreement, and accordingly, the Resident Disability Stalls will be allocated to owners of Strata Lots or retained by UD Parking or the Developer in the same manner as the Development Resident Stalls, as more particularly described below.

While the Resident Disability 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 a Resident Disability Stall may be required by the Strata Corporation to exchange (at no cost to either party) that Resident Disability Stall for the Development Resident Stall that has been assigned to the Strata Lot owned by the other owner. See Bylaw 40 and Section 4.09 of the Master Parking/Storage Agreement for a description of the re-allocation mechanism.

Furthermore, it is anticipated that the Development will include approximately 1 disability parking stall (the “**South Tower Disability Stall**”), which will be located in the Parking Facility or on the Auto Courtyard and be designed, in accordance with the requirements of the City, to accommodate vehicles used by physically disabled persons. The South Tower Disability Stall will be designated as Common Property, as set out on the Strata Plan, and available on a “first come, first served” basis for the exclusive use of residents and visitors of the Development only.

#### *Development Visitor Stalls*

It is anticipated that, in addition to the Shared Visitor/Short-Term Loading Stalls and the South Tower Visitor/Short-Term Loading Stall described below, the Development will include approximately the number of visitor stalls identified above (the “**Development Visitor Stalls**”) located on Level P1 of the Parking Facility, which will be reserved for the exclusive use of visitors and guests of the Development. Each of the Development 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, which may include a maximum use period, as determined by the Strata Corporation.

#### *Carshare Stall*

The Carshare Stall is anticipated to be located on the Auto Courtyard and will be designated as Common Property as shown on the Strata Plan. See Section 2.1.2(d)(ii) and Section 7.4(j) for further details and descriptions.”

16. by deleting the paragraph of Section 3.7 titled “*North Tower Parking Stalls*” in its entirety and replacing it with the following:

*“North Tower Parking Stalls*

Notwithstanding anything to the contrary contained herein, a certain number of the Development Parking Stalls (including EV Stalls) as determined by the Developer in its sole discretion (the “**North Tower Parking Stalls**”) may be made exclusively available to the North Tower. Although the North Tower Parking Stalls will be located on Lot B, and will form part of the Development, and not Development #1, such areas, if so designated by the Developer in its sole discretion, will be subject to the Parking Stalls/Storage Lockers Easement over Lot B to be registered in favour of Lot A prior to the Strata Plan being registered in the Land Title Office, and any related cost sharing obligations between the Strata Corporation and the North Tower Strata Corporation.”

17. by deleting the paragraph of Section 3.7 titled “*Allocation of Parking Stalls*” in its entirety and replacing it with the following:

*“Allocation of Parking Stalls and Storage Lockers in the Development and in Lot A*

(i) Master Parking/Storage Agreement

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 “**Master Parking/Storage Agreement**”) with UD Parking over the Development Resident Stalls and the Resident Disability Stalls (and associated driveways and ramps), the Development Bicycle/Storage Lockers (and the storage rooms containing the Development Bicycle/Storage Lockers) and the Developer’s Storage Room, if any, in each case, excluding any Lot A Parking Stalls, Lot A Bicycle/Storage Lockers, and any other of the foregoing parking and storage area(s) located within the Parking/Storage Easement Areas on Lot A, which will not form part of the Common Property and will not be subject to the Master Parking/Storage Agreement, and, at the Developer’s sole discretion, the Master Parking/Storage Agreement may also exclude any Additional Parking/Storage for Development #1 (on Lot B) which are subject to the Parking Stalls/Storage Lockers Easement over Lot B.

UD Parking is related to the Beneficial Owner and the Nominee. A copy of the proposed form of the Master Parking/Storage Agreement is attached hereto as **Exhibit “H”** to this Disclosure Statement. The Developer reserves the right to make changes to the form and content of the Master Parking/Storage Agreement before it is entered into and to make amendments to the Master Parking/Storage Agreement 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 Master Parking/Storage Agreement from the Beneficial Owner, as landlord, and may, in the Developer’s discretion, cause UD Parking to assign the Master Parking/Storage Agreement to one or more Developer Entity, as tenant.

At the Developer’s sole option, the Master Parking/Storage Agreement or a document securing or evidencing the Master Parking/Storage Agreement including, without limitation, an option to lease, may be registered against title to the Lot A or the Common Property or any or all of them (the “**Parking Lease Encumbrance**”).

Although the Strata Plan will designate the Development Resident Stalls, the Resident Disability Stalls, the Development Bicycle/Storage Lockers (and the storage rooms containing the Development Bicycle/Storage Lockers) and the Developer's Storage Room, if any (for clarity, excluding any stalls or bicycle/storage lockers located within the Parking/Storage Easement Areas on Lot A) as Common Property or Limited Common Property, this designation will be subject to the Master Parking/Storage Agreement and, if applicable, the Parking Lease Encumbrance. Accordingly, the owners and occupants of the Strata Lots will not have any right to use such Development Resident Stalls, Resident Disability Stalls, Development Bicycle/Storage Lockers or the Developer's Storage Room, if any, in the Development, except as set out below, or as otherwise described in the Disclosure Statement.

All Development Resident Stalls, Resident Disability Stalls and Development Bicycle/Storage Lockers, as applicable, which are subject to the Master Parking/Storage Agreement will be allocated for use by the owners of the Strata Lots by partial assignment of the Master Parking/Storage Agreement.

Upon the transfer of the Strata Lot to a purchaser, UD Parking or the applicable Developer Entity, as the case may be, will partially assign to such purchaser the interest of UD Parking or the Developer Entity, as the case may be, under the Master Parking/Storage Agreement with respect to: (i) the number of Development Resident Stalls, if any, (and/or Resident Disability Stall, if any) acquired by such purchaser under its contract of purchase and sale or other agreement with respect to Development Resident Stalls or Resident Disability Stalls, as applicable and (ii) the number of Development Bicycle/Storage Lockers, if any, acquired by such purchaser under its contract of purchase and sale or other agreement with respect to Development Bicycle/Storage Lockers, in each case, unless for greater certainty such parking stalls or bicycle/storage lockers are located in the Parking/Storage Easement Areas on Lot B and therefore not subject to the Master Parking/Storage Agreement.

UD Parking or a Developer Entity, as the case may be, reserves the right to sell the right to the exclusive use of any unallocated Development Resident Stalls, Resident Disability Stalls or Development Bicycle/Storage Lockers, to the owners of the Strata Lots or the Strata Corporation (or in the Developer's sole discretion, to the owners of the strata lots in the North Tower or the North Tower Strata Corporation), on terms established from time to time by UD Parking or a Developer Entity, as the case may be, without compensation to the owners of the Strata Lots or to the Strata Corporation. In addition, UD Parking or a Developer Entity, as the case may be, reserves the right to retain and use (or permit any other Developer Entity and its employees, agents, contractors, affiliates or other persons authorized by such Developer Entity to use) any unallocated Development Resident Stalls, Resident Disability Stalls or Development Bicycle/Storage Lockers, and to rent any unallocated Development Resident Stalls, Resident Disability Stalls or Development Bicycle/Storage Lockers located in the Development on a monthly or other basis to the owners or occupants of the Strata Lots or the Strata Corporation (or in the Developer's sole discretion, to the owners of the strata lots in the North Tower or the North Tower Strata Corporation), on terms established from time to time by UD Parking or a Developer Entity, as the case may be, in each case without compensation to the owners of the Strata Lots or the Strata Corporation.

In addition, UD Parking or a Developer Entity, as the case may be, may subdivide or consolidate any unallocated Development Bicycle/Storage Lockers, construct Development Bicycle/Storage Lockers within any storage room in the Parking Facility, and use any of the foregoing or sell or rent any of the foregoing in the

manner described above. The right to the exclusive use of a Development Resident Stall, Resident Disability Stall and/or Development Bicycle/Storage Locker pursuant to the Master Parking/Storage Agreement will be subject to the terms and conditions as set out in the Master Parking/Storage Agreement, the expiry date of which is 200 years from the commencement date of the agreement.

(ii) Easement Master Parking/Storage Agreement for allocation of Lot A Parking Stalls and Lot A Bicycle/Storage Lockers

The Developer intends to construct the Lot A Parking Stalls and the Lot A Bicycle/Storage Lockers within the parking facility in Lot A, some or all of which are anticipated to be made available for the exclusive use by owners and occupants of the Development, as determined by the Developer in its sole discretion as described herein. To give effect to the rights of the owners and occupants of the Development to use and access one or more Lot A Parking Stalls and/or one or more Lot A Bicycle/Storage Lockers, as applicable, it is anticipated that the Parking Stalls/Storage Lockers Easement over Lot A will be granted in favour of Lot B, which easement is anticipated to include certain cost sharing obligations between the owner of Lot A and owner of the South Tower Remainder Lands, with respect to the annual repair and maintenance of such shared areas in Lot A, and furthermore, such use and access may also be subject to further agreements between the Lot A and Lot B owners, as the Developer may deem necessary or desirable for the Project.

It is anticipated that the Developer will cause the Nominee, in its capacity as the registered owner of Lot A, to enter into a separate lease agreement (the “**Easement Master Parking/Storage Agreement**”) with UD Parking, as tenant, in a generally similar form to the Master Parking/Storage Agreement (**Exhibit “H”**). All Lot A Parking Stalls or Lot A Bicycle/Storage Lockers, as applicable, will be subject to the Easement Master Parking/Storage Agreement and will be allocated for use by the owners of the Strata Lots by partial assignment of the Easement Master Parking/Storage Agreement. Notwithstanding the foregoing descriptions and references to the Easement Master Parking/Storage Agreement as set out herein, the Developer reserves the right in its sole discretion not to enter into partial assignments of the Easement Master Parking/Storage Agreement with purchasers, for such purposes and in such manner as described above, and to enter into such other form of agreement(s) as the Developer may in its sole discretion determine (including by way of easement(s), licence(s) or other legal agreement(s), which may be registered or unregistered), by which it intends to assign to owners and occupants of the Strata Lots its interest in and/or the exclusive use of one or more Lot A Parking Stalls and/or the Lot A Bicycle/Storage Lockers, as described below. It is anticipated that such allocation mechanism(s) will be subject to the Parking Stalls/Storage Lockers Easements over Lot A, as applicable, and that such allocation mechanism(s) will be determined by the Developer prior to completion of construction and/or the filing of the Strata Plan.

(iii) General Allocation Mechanisms and Partial Assignments of Parking and Storage

Each purchaser of a Strata Lot will be entitled to the exclusive use of the number of Resident Stalls, if any, and/or Bicycle/Storage Lockers, if any, specified in the contract of purchase and sale or related contract addendum entered into by the purchaser for the purchase of the Strata Lot (which number, in each case, may be zero, one or more than one), to be allocated for the exclusive use of such purchaser either pursuant to a partial assignment of either the Master Parking/Storage Agreement or the Easement Master Parking/Storage Agreement (the latter of which is intended to be made in conjunction with the Parking Stalls/Storage Lockers

Easement over Lot A) as described above. For greater certainty, not all Strata Lots will be allocated a Resident Stall and not all Strata Lots will be allocated a Bicycle/Storage Locker (either in the Development or on Lot A) and a purchaser will not be entitled to the exclusive use of a Resident Stall or a Bicycle/Storage 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 Developer will have the right, in its sole discretion, to determine the location and size of each Resident Stall, if any, and Bicycle/Storage 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, size, height or width of any Resident Stall or Bicycle/Storage Locker assigned by the Developer to such purchaser and, without limiting the generality of the foregoing, a purchaser may be assigned the right to use a Resident Stall that is a Small Car Stall, as described above.

Upon the sale of a Strata Lot by an owner thereof, the owner is required to assign his or her interest (acquired either by way of the Master Parking/Storage Agreement, or by way of the Easement Master Parking/Storage Agreement, or other allocation mechanism, as the case may be) in any Resident Stall or Bicycle/Storage Locker to the purchaser of such Strata Lot, or to the owner of a different Strata Lot, or to the Strata Corporation or UD Parking or a Developer Entity, as the case may be, and thereafter the first owner will no longer have any right to use any such Resident Stall or Bicycle/Storage Locker.

An owner of a Strata Lot will only be permitted to assign an interest that he or she has in a Resident Stall or a Bicycle/Storage Locker under the Master Parking/Storage Agreement or the Easement Master Parking/Storage Agreement, as the case may be, to a purchaser of the Strata Lot or to an owner of another Strata Lot, to the Strata Corporation. In addition, an owner of a Strata Lot that holds an interest in one or more such parking and storage areas, pursuant to a partial assignment of either the Master Parking/Storage Agreement, or the Easement Master Parking/Storage Agreement, will not rent or lease such Resident Stall or Bicycle/Storage 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 UD Parking or a Developer Entity, as the case may be.

If the Developer deems it more appropriate, at its option, the Developer may grant to the owners of the Strata Lots rights of use and access to the Resident Stalls or Bicycle/Storage Lockers substantially similar to the rights described above, by the implementation of a different legal structure (such as including, without limitation, by designation of Resident Stalls or Bicycle/Storage Lockers (excluding the those located on Lot A and subject to the Parking Stalls/Storage Lockers Easement over Lot A) as Limited Common Property).

In addition, once the Developer has completed assigning the Development Resident Stalls, the Resident Disability Stalls and the Development Bicycle/Storage Lockers to purchasers of the Strata Lot in the manners as described above, the Strata Corporation may (subject to any restrictions in the Parking Stalls/Storage Lockers Easement over Lot B) request that the owners of the Strata Lots pass a resolution requiring a 3/4 vote to designate each assigned Development Resident Stall, Resident Disability Stall and Development Bicycle/Storage Locker that is located within the Development and forms part of the Common Property, as Limited Common Property of the Strata Lot, owned by the owner who is entitled to the exclusive use thereof. Purchasers are advised that the decision of whether to pass

a resolution to change the designation of each such assigned Development Resident Stall, Resident Disability Stall and Development Bicycle/Storage Locker from Common Property on the Strata Plan, to Limited Common Property of the Strata Lot owned by the owner who is entitled to the exclusive use thereof, rests solely with the owners of the Strata Lots following occupancy of the Development and the Developer will have no involvement therein.

#### *Access to Parking Facility*

Vehicular access to and from the Parking Facility will be by way of an access/egress ramps and drive aisles, portions of which will be located on Lot A (the “**Shared Parking Facility Areas on Lot A**”). The residents and guests of the Strata Lots will have the right to access and use the Shared Parking Facility Areas on Lot A by way of the Parking Access Easement over Lot A, which will be substantially in the same form as the Parking Access Easement over Lot A. Furthermore, vehicular access to and from the parking stalls in the Lot A Parking Facility will be by way of an access/egress ramps and drive aisles, portions of which will be located on Lot B (the “**Shared Parking Facility Areas on Lot B**”). The residents and guests of the strata lots of the North Tower will have the right to access and use the Shared Parking Facility Areas on Lot B by way of the Parking Access Easement over Lot B, a copy of which is attached hereto as **Exhibit “S”**.

Without limiting the generality of the foregoing, the Parking Facility will be accessed by way of two vehicle access ramps, each with a single lane in each direction of travel. It is intended that the main entrance to the Parking Facility will be via a parkade access ramp accessible from the southern portion of the Auto Courtyard (the “**Lot B Access Ramp**”). The Lot B Access Ramp, together with driveways, drive aisles, corridors and pedestrian routes within the Parking Facility will be Common Property of the Development. It is also intended that, pursuant to the Parking Access Easement over Lot A, the Parking Facility will be accessible through the interconnected Lot A Parking Facility, the main entrance to which will be by way of a separate parkade access ramp on Lot A accessible from the northern portion of the Auto Courtyard (the “**Lot A Access Ramp**”). The Auto Courtyard is anticipated to be accessible via the City Lane located to the east of the Development and Development #1.

It is currently anticipated that access to the Parking Facility from the Lot B Access Ramp will be restricted by way of a security gate located on Level P1 within the Development (the “**Lot B Security Gate**”) and access to the Parking Facility from the Lot A Access Ramp (by way of the interconnected Lot A Parking Facility) will be by way of a separate security gate (the “**Lot A Security Gate**”), such that only the owners and occupants of the Strata Lots in the Development and of the North Tower, their visitors and guests, the Strata Corporation, the North Tower Strata Corporation and persons authorized thereby may open the Lot A Security Gate and/or the Lot B Security Gate to gain access to the Parking Facility and the parking facility of Development #1. It is anticipated that the Commercial Component will not have access to the Parking Facility or the Lot A Parking Facility.

For greater certainty, the Lot B Access Ramp and the Lot A Security Gate will form part of the Shared Parking Facility Areas on Lot B and the Lot A Access Ramp and the Lot A Security Gate will form part of the Shared Parking Facility Areas on Lot A.

#### *Changes to Parking Facility*

The configuration, layout and size of the Parking Facility and the Lot A 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 (and the storage

rooms containing such bicycle/storage lockers) and the Developer's Storage Room are subject to alteration by the Developer, and the Developer may designate as Resident Stalls, Bicycle/Storage Lockers, Developer's Storage Room any portions of the Parking Facility or the Lot A Parking Facility which are not currently so designated, all without any compensation to the Strata Corporation and/or purchasers of the Strata Lots.”;

18. by deleting Section 3.8, titled “BosaVolt Charging Stations (“BVCs”)”, in its entirety and replacing it with the following:

“3.8 Electric Vehicle Charging

(a) EV Chargers and EV Receptacles

It is anticipated that all Development Parking Stalls and the Lot A 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 3.8(d).

Approximately 128 of the Development Parking Stalls and approximately 67 of parking stalls in Development #1, including the Development Visitor Stalls and certain other parking stalls in the Project designated for visitor use (together, the “**EV Stalls**”) are anticipated to be equipped with an energized Level 2, 208 volt, 40 amp AC receptacle pre-installed by the Developer (each, an “**EV Receptacle**”) on or before completion of construction.

It is intended that approximately one in four of the Resident Stalls will be EV Stalls (the “**Resident EV Stalls**”), as determined in the Developer's sole discretion and will be available to be allocated by the Developer to purchasers in the manner described in Section 3.7. It is anticipated that owners who are assigned a Resident EV Stall will be required to pay additional monthly fees of \$30.00 per month (the “**EV Receptacle Fees**”) in connection with the use of such EV Receptacle, which EV Receptacle Fees may be increased by the Strata Corporation from time to time.

For greater certainty, while it is anticipated that most models of electric vehicles will be compatible with the EV Receptacle, in the event of non-compatibility of an electric vehicle with the EV Receptacle, the owner of such vehicle may need to replace the EV Receptacle with an EV Charger as described below, in order to charge such electric vehicle.

It is also intended that approximately one in four of the Development Visitor Stalls will be EV Stalls (the “**EV Visitor Stalls**”).

(b) Load Sharing Groups

Development Parking Stalls and Lot A Parking Stalls that are not pre-installed with an EV Receptacle (the “**Roughed-In Only Stalls**”) will only be capable of charging an electric vehicle upon the installation of an EV Charger in the applicable parking stall, subject to the approval and related requirements of the Strata Corporation, as more particularly described below.

It is anticipated that the EV Infrastructure applicable to the EV Stalls will be designed to require load sharing with a circuit sharing ratio of 4:1, meaning that four adjacent

parking stalls (each a “**Load Sharing Group**”) will share power from a single electrical circuit. For clarity, each Load Sharing Group will be comprised of one EV Stall along with three Roughed-In Only Stalls for each Load Sharing Group. Notwithstanding the foregoing, certain limited Development Parking Stalls may be in a Load Sharing Group with certain Lot A Parking Stalls or other parking stalls on Lot A, given that there is a shared, integrated parking facility servicing the Project.

(c) Activating a Load Sharing Group

Each Roughed-In Only Stall that is a Resident Stall can be converted at any time to a Resident EV Stall capable of charging an electric vehicle upon installation of an EV Charger within such stall, subject to Strata Corporation approval and activation of the applicable Load Sharing Group (each an “**Activated Load Sharing Group**”).

Upon a request by owner for approval to install an EV Charger in a Roughed-In Only Stall assigned to such owner, the EV Receptacle within such stall’s Load Sharing Group will be required to be replaced with an EV Charger. For clarity, each owner who wishes to charge an electric vehicle within an Activated Load Sharing Group will require an EV Charger to do so. The circuit within each Activated Load Sharing Group will have a 4:1 ratio, such that the power output and electrical efficiency from the active EV Chargers within such Activated Load Sharing Group will be greater if only one vehicle is charging at a time in the Activated Load Sharing Group, and lower if vehicles in two, three or all four parking stalls within such Activated Load Sharing Group are charging at the same time. It is anticipated that any related costs, charges and expenses which may be incurred by the Strata Corporation in connection with the installation of an EV Charger in a Resident Stall and/or the activation of a Load Sharing Group will be charged to and payable by owners wishing to install an EV Charger (as more particularly described in Section 3.8(g) below).

(d) Resident EV Chargers

The Developer currently does not intend to supply or install any EV Chargers for use in any Development Parking Stalls or Lot A Parking Stalls, 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 wishes to or is required to install an EV Charger in the Resident Stall assigned to such owner pursuant to a partial assignment of the Master Parking/Storage Agreement or the Easement Master Parking/Storage Agreement, as applicable, will be responsible for purchasing and arranging for installation of such EV Charger with the Strata Corporation, subject to the restrictions set out in Bylaw 41, which include, without limitation, the following:

- (i) the Strata Lot owner must obtain the approval of the Strata Corporation for the installation of the EV Charger;
- (ii) the EV Charger must satisfy certain requirements and be approved by the Strata Corporation prior to being installed (including, without limitation, that the EV Charger must be compatible with the network operated by the EV Network Operator 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);



- (iii) the Strata Lot owner will be responsible for purchasing, installing, maintaining and repairing such EV Charger at the owner's sole cost and expense; and
- (iv) the installation of each 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) an EV Charger within a Resident Stall assigned to such owner until such owner has activated such EV Charger as described in more detail below. Furthermore, no owner of a Strata Lot will be permitted to use an EV Charger within a Resident Stall that is not exclusively assigned to such owner, without the permission of the Strata Corporation.

(e) Visitor EV Chargers

While it is anticipated that the EV Visitor Stalls will have a pre-installed EV Receptacle for use by visitors and guests of the Development, the Developer or, following completion of the Development, the Strata Corporation, may instead, in its sole discretion, elect to install one or more EV Chargers in the EV Visitor Stalls (each a "**Visitor EV Charger**"). It is anticipated that each EV Receptacle in a EV Visitor Stall an/or each Visitor EV Charger, if installed, will be available for use on a first-come, first-served basis by users (the "**Visitor EV Users**") wishing to charge an electric vehicle while such vehicle is parked in a Visitor EV Stall. Use of a Visitor EV Charger (if installed) may be subject to pay-per-use fees as determined from time to time Strata Corporation's sole discretion. Any Visitor EV Chargers will, upon installation, become the property of the Strata Corporation and be subject to maintenance and repair by the Strata Corporation.

(f) EV Network Operator

It is anticipated that all EV Electricity Costs incurred in connection with Activated Load Sharing Groups will be administered by a network operator (the "**EV Network Operator**") pursuant to the terms of an electric vehicle charging management agreement (the "**EV Network Agreement**") which will either be entered into between the Developer, the developer of Development #1 and the EV Network Operator, and upon the deposit of the Strata Plan in the Land Title Office, and the deposit of the strata plan for Development #1, either assigned jointly and severally to the Strata Corporation and the North Tower Strata Corporation (following which, the neither developer will be liable for any breach of obligations contained therein), or entered into directly between the Strata Corporation, the strata corporation of Development #1 and the EV Network Operator, prior to each strata plan being filed.

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 EV Chargers used within the assigned EV Stalls and any Visitor EV Chargers used by EV Visitors (collectively, the "**EV Network Services**").

(g) 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 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 EV Charger installed in such owner's assigned EV Stall will be required to pay the EV Network Fees to the EV Network Operator in respect of such EV Charger. For greater certainty, if a Strata Lot owner has more than one activated EV Charger, then the EV Network Fees will be payable with respect to each such activated 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. It is anticipated that the Strata Corporation will be responsible for paying all EV Network Fees in respect of the use of the Visitor EV Chargers, if any.

(h) 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 and by EV Visitors, if any, 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 subsection (j) below.

(i) EV Charger Activation/Deactivation

A Strata Lot owner who has exclusive use of an assigned EV Stall with an EV Charger installed therein (whether installed by such owner or a previous owner), may either activate or deactivate such 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 are permitted to activate an 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 EV Charger, the Strata Lot owner will no longer be entitled to use such 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 EV Charger. For greater certainty, the activation, deactivation and reactivation of an 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.

(j) EV Electricity Costs

The EV Receptacles and the EV Chargers within the Parking Facility will be connected to the same electrical supply as the Common Property. 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 within the Parking Facility (the “**EV Electricity Costs**”), including all electricity consumed thereby while charging electric vehicles. For greater certainty, the North Tower Strata Corporation will be responsible for paying for all charges, costs and expenses for electricity supplied to the EV Receptacles and the EV Chargers within the Lot A Parking Facility (subject to any reconciliation pursuant to the Parking Stalls/Storage Lockers Easement over Lot A).

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, and any EV Visitors, if applicable, 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 and any EV Receptacle Fees received by the Strata Corporation in a given period, 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.

(k) General

The Bylaws of the Strata Corporation will include certain bylaws that relate to the use of EV Receptacles and EV 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:

- (i) arrange for EV Receptacles and/or EV Chargers within the Parking Facility to be separately metered and billed and for the owner of the Strata Lot who has the right to use a given EV Receptacle or 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 EV Receptacle or 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);
- (ii) 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 (subject to coordination with the North Tower Strata Corporation);
- (iii) pay for all costs and expenses incurred in connection with charging electric vehicles (including electricity costs) within the Parking Facility and charge fees directly Strata Lot owners to recover some or all of such costs and expenses; or
- (iv) pay for all costs and expenses incurred in connection with charging electric vehicles (including electricity costs) within the Parking Facility and not charge fees to particular Strata Lot owners, 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.”;

19. by deleting Section 3.9, titled “Storage Lockers”, in its entirety and replacing it with the following:

“3.9 Storage Facilities

(a) Development Bicycle/Storage Lockers

The Development will contain approximately 559 bicycle/storage lockers (the “**Development Bicycle/Storage Lockers**”) located in the Parking Facility on Lot B for general storage purposes and/or for secured bicycle storage for owners and occupants of the Development, except as otherwise described below.

Notwithstanding anything to the contrary contained herein, a certain number of the Development Bicycle/Storage Lockers as determined by the Developer in its sole discretion (the “**North Tower Storage Lockers**” and together with the North Tower Parking Stalls, the “**Additional Parking/Storage for Development #1 (on Lot B)**”) may be made exclusively available to the owners and residents North Tower. Although the North Tower Storage Lockers will be located on Lot B, and will form part of the Development, and not Development #1, such areas, if so designated by the Developer in its sole discretion, will be subject to the Parking Stalls/Storage Lockers Easement over Lot B to be registered in favour of Lot A prior to the Strata Plan being registered in the Land Title Office, and any related cost sharing obligations between the Strata Corporation and the North Tower Strata Corporation, and may be subject to further agreements between the Lot A and Lot B owners, as the Developer may deem necessary or desirable for the Project.

Unless otherwise determined by the Developer in connection with the Parking Stalls/Storage Lockers Easement over Lot B, all of the storage areas to be constructed in the Development and containing the Development Bicycle/Storage Lockers will be leased by the Developer to UD Parking pursuant to the Master Parking/Storage Agreement. Upon deposit for registration of the Strata Plan of the South Tower, the Development Bicycle/Storage Lockers will be designated as Common Property as shown on the Strata Plan, which will be subject to the Master Parking/Storage Agreement (a copy of which is attached hereto as **Exhibit “H”**).

(b) Additional Bicycle/Storage Lockers for use by Development (on Lot A)

In addition, to the Development Bicycle/Storage Lockers to be located in the Development, the Developer intends to secure a certain number (to be determined by the Developer in its sole discretion) of bicycle/storage lockers in Development #1 (the “**Lot A Bicycle/Storage Lockers**”, and together with the Development Bicycle/Storage Lockers, the “**Bicycle/Storage Lockers**”) for the exclusive use of the owners and occupants of the Development. Although the Lot A Bicycle/Storage Lockers will be located in the shared areas of the interconnected parking facility in Lot A, and will form part of Development #1, and not the Development, such areas, if so designated by the Developer in its sole discretion, will be subject to the Parking Stalls/Storage Lockers Easement over Lot A to be registered in favour of Lot B prior to the Strata Plan being registered in the Land Title Office, and any related cost sharing obligations between the Strata Corporation and the North Tower Strata Corporation.

(c) Partial Assignment of Bicycle/Storage Lockers

Bicycle/Storage Lockers may vary in size and will be allocated in the Developer's sole discretion. Not all of the Strata Lots will be allocated a Bicycle/Storage Locker. If the purchase and sale agreement for a Strata Lot includes a Bicycle/Storage Locker, then the Developer will cause UD Parking to grant a partial assignment of the Master Parking/Storage Agreement or the Easement Master Parking/Storage Agreement, as applicable, pertaining to such Bicycle/Storage Locker in respect of the purchase and sale of such Strata Lot, allocated in the Developer's sole discretion. The form of partial assignment of the Master Parking/Storage Agreement is attached hereto as **Exhibit "I"** and the partial assignment of the Easement Master Parking/Storage Agreement will be substantively in the same form. Additional Bicycle/Storage Lockers may be allocated by the Developer for the exclusive use of owners of Strata Lots by the Developer causing UD Parking to grant a partial assignment of the Master Parking/Storage Agreement or Easement Master Parking/Storage Agreement, as applicable, to such owner. Such assignments will be for such consideration and on such terms as may be established by the Developer from time to time. Once all the applicable Bicycle/Storage Lockers have been assigned, the Strata Corporation may (subject to any restrictions in the Parking Stalls/Storage Lockers Easement over Lot B) request that the owners pass a resolution requiring a 3/4 vote to designate each of the assigned Development Bicycle/Storage Lockers as limited common property of the owner of the Strata Lot who, at such time, is entitled to exclusive use of such Development Bicycle/Storage Locker.

(d) Secured Bicycle Stalls

The Development is also anticipated to include approximately 186 secured bicycle stalls ("**Secured Bike Stalls**") located in the Bike Rooms at ground level in the Development, all of which will be designated as Common Property of the Development on the Strata Plan, and intended for the parking of bicycles by residents, visitors and guests 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.

Owners and occupants of the Development may also have access to and use of the North Tower Bike Room located at grade-level in the North Tower and owners and occupants of the North Tower may have reciprocal access to and use of the Secured Bike Stalls in the Bike Rooms. It is intended that the Developer, as registered owner of Lot B, and the registered owner of Lot A, may elect, prior to the creation of the Strata Corporation for the Development and the strata corporation for the North Tower, to enter into a reciprocal easement agreement (the "**Shared Bike Storage Easement**") providing for shared use of the Bike Rooms in the Development and the North Tower Bike Room and applicable cost sharing arrangements between the owners of Lot A and Lot B. The Shared Bike Storage Easement may either be included in a separate reciprocal form of easement agreement or in one or more easement agreements contemplated to be entered into between the owners of Lot A and Lot B, as more particularly described in Section 4.4(e).

(e) Administration of the Bicycle/Storage Lockers and Secured Bicycle Stalls

The Strata Corporation will, upon its formation, be responsible for managing and administering the Bicycle/Storage Lockers (and such storage areas containing the Bicycle/Storage Lockers) and the Secured Bicycle Stalls and the use thereof (subject to the allocations of Bicycle/Storage Lockers to owners of the Strata Lots pursuant to the Master Parking/Storage Agreement or the Easement Master Parking/Storage

Agreement, as the case may be, and partial assignments thereof) and may adopt rules and regulations relating to same and may elect to operate the Bicycle/Storage Lockers (and the storage areas containing the Bicycle/Storage Lockers) and the Secured Bicycle Stalls, in such manner as it sees fit, subject to the terms of the Bylaws, and where applicable, the Master Parking/Storage Agreement, Easement Master Parking/Storage Agreement, the Shared Bike Storage Easement, the Parking Stall/Storage Locker Easement over Lot A and/or the Parking Stall/Storage Locker Easement over Lot B.

(f) Developer's Storage Room

The Developer, or its employees, agents, contractors or other persons authorized by the Developer, will be entitled to use a storage room (the "**Developer's Storage Room**") located in the Parking Facility and, if applicable, identified as "Developer's Storage Room" on the 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 Master Parking/Storage Agreement. UD Parking will not grant a partial assignment of the Master Parking/Storage Agreement 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, if applicable, at which time UD Parking will grant a partial assignment of the Master Parking/Storage Agreement 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.";

20. by amending Section 3.14, titled "Utilities", as follows:

- (a) by deleting from the second to last sentence of the first paragraph the words "see Section 7.4(f)" and replacing them with the words "see below"; and
- (b) by deleting the period at the end of the last paragraph and replacing it with the following:
 

", except for the limited purpose of operating the barbeque on the outdoor pool deck of the Amenity Facility."
- (c) by inserting the following new paragraphs under Section 3.14 as the last paragraphs thereof:

*"District Energy System - Heat and Hot Water*

Further to the foregoing general descriptions, district energy, also known as community energy or neighbourhood energy, is a system that distributes heat (thermal) energy, in the form of hot water, from a central energy centre through a network of closed-loop underground pipes to buildings throughout Surrey City Centre. The City has established "Surrey City Energy" to build a renewable energy future with district energy, as more particularly described in Section 7.4(f).

A District Energy System fuelled by low-carbon and renewable energy sources is a key strategy for the City to lower greenhouse gas emissions and to be carbon neutral by 2050. For more information regarding "Surrey City Energy" and District Energy Systems generally, purchasers may visit the City's website page at:

<https://www.surrey.ca/about-surrey/sustainability-energy-services/surrey-city-energy>

In addition, Strata Lot owners may contact [surreycityenergy@surrey.ca](mailto:surreycityenergy@surrey.ca) with questions about Surrey City Energy services or district energy rates and billing.

*District Energy System Connection (DES Agreement) for the Project*

A mandatory connection requirement has been established for new developments over a certain size within Surrey City Energy's service area. The City requires that the Development's heat and hot water utility supply system be provided by the District Energy System, in accordance with the requirements for connection of the Project to the District Energy System, at such time in such manner as required by the City pursuant to the terms as set out in the DES Agreement (see Sections 4.3(b)(liv)-(lvii)).

In accordance with the requirements of the City, it is intended that each Strata Lot will be equipped with a heat pump unit (the "**Heat Pump Unit**") which uses hot water supplied by the District Energy System to provide warm or cool air into the main habitable areas of each Strata Lot and throughout the Common Property.

*Modification to Utilities*

This Section 3.14 sets out the Developer's current intentions with respect to the District Energy System and supply of heating and hot water energy in each Strata Lot, the payment of costs and expenses incurred in connection with thermal energy supplied to the Development and related matters. However, the arrangements and obligations described herein with respect to any of the matters set out in Section 3.14 are subject to change in the discretion of the Developer or as required by any third party relating to such matters.";

21. by inserting the following at the end of Section 3.14.1:
 

"Each Strata Lot owner will be responsible for arranging for the individual Strata Lot hook-up associated with electricity, telephone, internet and cable services, other 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 will be owned by the supplier of such services in which case the Telecommunications Equipment will not form part of the Common Property.";
22. by deleting the words "Martello Property Management" in Section 3.15(a) and replacing them with "Tribe Management Inc.";
23. by amending Section 4.3(b) as follows:
  - (a) by deleting subsections 4.3(b)(xxxii) and 4.3(b)(xxxiii) in their entirety and replacing them with the words "*Intentionally deleted.*";
  - (b) by deleting the words "Parking Access Easement" in Section 4.3(b)(xliv) and the words "Parking Access Agreement" in Section 4.3(b)(xlv) and in each case replacing them with "Parking Access Easement over Lot B";
  - (c) by adding the following to the end of Section 4.3(b) immediately following subsection (liii) as the last subsections thereof:
    - "(liv) Statutory Right of Way CA8782391 in favour of the City. This encumbrance is a statutory right of way that forms part of a District Energy System agreement (the "**DES Agreement**") granting the City the right to enter Lot B for the purpose of

constructing, operating and maintaining the City's District Energy System (as defined in the DES Agreement), including, but not limited to, connecting and disconnecting works within the Development to or from the District Energy System and conveying, draining, disposing, transmitting, transporting, containing, controlling, protecting or metering water on, under, over and through Lot B as required in connection with the operation of a District Energy System for the supply of hot water for space heating and for domestic hot water use in any building on Lot B.

- (lv) Priority Agreement CA8782392. This priority agreement grants Statutory Right of Way CA8782391 priority over the Aviva Mortgage and the HSBC Mortgage.
- (lvi) Covenant CA8782393 in favour of the City. This encumbrance is a covenant under section 219 of the Land Title Act and forms part of the DES Agreement. The Covenant provides that the owner of Lot B must not allow Lot B to be used for any purpose that would detract from or interfere with the DES Agreement, and that any building constructed on Lot B must not contain any heating system other than a hot water heating system, unless the City gives its prior written permission. The Covenant further provides that the City is under no obligation to issue an excavation permit, foundation permit or building permit in respect of a building to be constructed on Lot B unless the City receives and approves plans and specifications for works and systems for space heating and domestic hot water use for such building, and that such building must not be occupied, and the City is under no obligation to issue an occupancy permit in respect of such building, until the owner of Lot B provides certification from a Registered Professional (as defined in the DES Agreement) that such building has been constructed in accordance with the DES Agreement.
- (lvii) Priority Agreement CA8782394. This priority agreement grants Covenant CA8782393 priority over the Aviva Mortgage and the HSBC Mortgage.”.

24. by amending Section 4.4 as follows:

- (a) by deleting the paragraphs under subsections (a) and (c) and in each instance replacing them with the words “*Intentionally deleted;*”
- (b) by amending subsection (e) as follows:
  - a. by deleting the words “Parking Stalls Easement” in each instance they appear and replacing them with the words “Parking Stalls/Storage Lockers Easement over Lot B”;
- (c) by deleting the paragraph under subsection (j) and replacing it with “*Intentionally deleted.*”;
- (d) by deleting the paragraph subsection (m) replacing it with “*Intentionally deleted.*”;
- (e) by deleting subsection (g) and replacing it with the following:
  - “(g) The Developer may enter into additional easements and cost sharing agreements deemed necessary or desirable for the Project by the Developer in its sole discretion (including, without limitation, in respect of the South Tower Amenity Space and the North Tower Amenity Space and the Auto Courtyard), such as, but not limited to, the Reciprocal Project Facilities Use and Cost Sharing Agreement and the Parking Access Easement over Lot A”;



25. by deleting the second paragraph of Section 5.1 in its entirety and replacing it with the following:

“The estimated date range for completion of construction of the South Tower is sometime between July 1, 2023 and September 30, 2023.”.

26. by amending Section 7.4(a) as follows:

- (a) in subsection 4., by deleting the reference to “the Climate Controlled Storage and Parcel Delivery System lease and maintenance agreement” and replacing it with “the Parcel Lockers Contract”;
- (b) in subsection 5., by deleting the words “Carshare Amenity/Carshare Stall(s)” and replacing them with the words “Carshare Program/Carshare Stall”; and
- (c) in subsection 10., by adding the words “and the Common Property Licence Agreement” immediately after the words “Section 7.4(d)”;

27. by inserting the following new subsection (j) at the end of Section 7.4 immediately following subsection (i):

“(j) Carsharing Program

In connection with the Carshare Program, the Developer currently intends to enter into an agreement (the “**Co-operative Carsharing Agreement**”) with Modo (or such other Car Share Operator as determined in the Developer’s sole discretion) prior to registering the Strata Plan in the Land Title Office. It is intended that the Shared Vehicle will be available for use upon occupancy of Development #1 as further described below. Under the terms of the Co-operative Carsharing Agreement, it is currently intended that the Shared Vehicle will be owned and operated by Modo (or such other Car Share Operator as determined in the Developer’s sole discretion) and, when not in use, parked in the Carshare Stall and which Carshare Stall will at all times to be reserved for the Shared Vehicle for a minimum period of 3 years from the date of occupancy of the Development or commencement of the agreement (subject to change).

Purchasers are advised that the use of the Shared Vehicle and the Carshare Stall will not be for the exclusive use of residents of the Development and Development #1, and instead, it is intended that the Shared Vehicle will be accessible to any members of the general public who are members of the Carsharing Program. Accordingly, owners, residents and guests of the Development and Development #1 will not have the right to use the Shared Vehicle unless they apply to become members of the Carsharing Program, satisfy all of the Car Share Operator’s standard requirements for such membership (including payment of standard fees and costs associated with such membership and use of the Shared Vehicle) and are accepted as members of the Carsharing program by the Car Share Operator (each, a “**Permitted User**”).

It is currently anticipated that: (i) the Car Share Operator will provide a group membership to the Strata Corporation and the North Tower Strata Corporation (the “**UD Car Share Membership**”) in the Carsharing Program which will provide up to a total of approximately 60 prepaid memberships (the “**UD Prepaid Membership Cap**”) exclusively for the benefit of residents of either the Development or Development #1 to have the benefits of membership in the Carsharing Program, including the right to use the Shared Vehicle (subject to each such resident qualifying as a Permitted User, providing proof of residence in either the Development or the North Tower upon application for membership in the Carsharing Program, and purchasing driving credits

from the Car Share Operator at the rates set by the Car Share Operator from time to time, in order to use the Shared Vehicle and/or other vehicles within the Carsharing Program, as operated from time to time by the Care Share Operator); (ii) any resident of either the Development or the North Tower can apply to the Car Share Operator to participate in the UD Car Share Membership; and (iii) subject to qualifying for membership (as set out in subsection (i)), memberships will be granted on a first-come, first-served basis up to the UD Prepaid Membership Cap, and thereafter residents wishing to use the Shared Vehicle will be required to purchase a membership in the Carsharing Program in the same manner as members of the public.

Upon the deposit of the Strata Plan in the Land Title Office, it is anticipated that the Developer may cause the Strata Corporation and the North Tower Strata Corporation upon registration of the Strata Plan in the Land Title Office, to jointly assume the Co-operative Carsharing Agreement and obligations of the Developer, and the developer of Development #1, as applicable. In addition, the Developer may revise the draft Form Y – Bylaws (attached as **Exhibit “G”** hereto) to include any bylaws required by the Car Share Operator with respect to the Shared Vehicle prior to registering the final Bylaws in the Land Title Office, if applicable. All of the information contained in this Section 7.4(j) and in Section 2.1.2(d)(ii), and the current anticipated arrangements pertaining to the Shared Vehicle, the Carshare Stall, the UD Car Share Membership and/or the form of Carsharing Program to be made available within the Project, as described above and herein, may be subject to change prior to completion of construction of Development, as determined by the Developer and/or the Car Share Operator.”;

28. by deleting “Exhibit “B” Proposed Subdivision Plan” in its entirety and replacing it with the “**Exhibit “B” Registered Subdivision Plan**” attached to this Fourth Amendment to Disclosure Statement (hereinafter referred to as this “**Fourth Amendment**”);
29. by deleting “Exhibit “C” Proposed Strata Plan” in its entirety and replacing it with the “**Exhibit “C” Proposed Strata Plan – Revised**” attached to this Fourth Amendment;
30. by deleting “Exhibit “D” Proposed Form V – Schedule of Unit Entitlement” in its entirety and replacing it with the “**Exhibit “D” Proposed Form V – Schedule of Unit Entitlement – Revised**”, attached to this Fourth Amendment.
31. by deleting “Exhibit “E” Estimated Operating Budgets” in its entirety and replacing it with the “**Exhibit “E” Estimated Operating Budgets – Revised**” attached to this Fourth Amendment;
32. by deleting “Exhibit “F” Estimated Monthly Maintenance Fees per Strata Lot” in its entirety and replacing it with the “**Exhibit “F” Estimated Monthly Maintenance Fees per Strata Lot – Revised**” attached to this Fourth Amendment;
33. by deleting “Exhibit “G” Proposed Form Y (Owner Developer’s Notice of Different Bylaws)” in its entirety and replacing it with the “**Exhibit “G” Proposed Form Y (Owner Developer’s Notice of Different Bylaws)– Revised**” attached to this Fourth Amendment;
34. by deleting “Exhibit “H” Proposed Form of Parking Facility/Storage Lease and Bosa Volt Charging Station License Agreement sometimes called the Master Parking/Storage Agreement” in its entirety and replacing it with the “**Exhibit “H” Proposed Form of Master Parking/Storage Agreement – Revised**” attached to this Fourth Amendment;
35. by deleting “Exhibit “I” Proposed Form of Partial Assignment of Master Parking/Storage Agreement” in its entirety and replacing it with the “**Exhibit “I” Proposed Form of Partial Assignment of Master Parking/Storage Agreement – Revised**” attached to this Fourth Amendment;

36. by deleting “Exhibit “M” Proposed Form of Management Agreements” in its entirety and replacing it with the “**Exhibit “M”** Proposed Form of Management Agreement – Revised” attached to this Fourth Amendment;
37. by deleting “Exhibit “P-1” Form of Addendum entitled Addendum/Amendment to Agreement of Purchase and Sale – Bolt Volt Charging Station” in its entirety;
38. by deleting “Exhibit “Q” Draft Reciprocal Amenity Use and Cost Sharing Agreement” in its entirety and replacing it with the “**Exhibit “Q”** Registered Reciprocal Amenity Use and Cost Sharing Agreement” attached to this Fourth Amendment;
39. by deleting “Exhibit “R” Draft Parking Stalls Easement” in its entirety and replacing it with the “**Exhibit “R”** Draft Parking Stalls/Storage Lockers Easement over Lot B – Revised” attached to this Fourth Amendment;
40. by deleting “Exhibit “S” Draft Parking Access Easement” in its entirety and replacing it with the “**Exhibit “S”** Registered Parking Access Easement over Lot B” attached to this Fourth Amendment;
41. by inserting “**Exhibit “T”** Common Property Licence Agreement”, attached to this Fourth Amendment, immediately following Exhibit “S”;
42. by inserting “**Exhibit “U”** Concordance Table of Previously Assigned & Re-Assigned Townhouse Unit Numbers”, attached to this Fourth Amendment, immediately following Exhibit “T”; and
43. by inserting “**Exhibit “V”** Definitions and Exhibits (as amended)”, attached to this Fourth Amendment, at the end of the Disclosure Statement as the last Exhibit thereof.

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

**DEEMED RELIANCE**

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

**DECLARATION**


The foregoing statements disclose without misrepresentation, all material facts relating to the South Tower referred to in the Disclosure Statement as required by the *Real Estate Development Marketing Act* of British Columbia as of           August 18          , 2022.

SIGNED this   18th   day of           August          , 2022.

**BLUESKY PROPERTIES (UD LANDS) INC.**

Per:   
\_\_\_\_\_  
Authorized Signatory  
Dale Bosa, Director


  
\_\_\_\_\_  
Dale Bosa, Director

  
\_\_\_\_\_  
Colin Bosa, Director

**BLUESKY PROPERTIES (UD SOUTH) INC.**

Per:   
\_\_\_\_\_  
Authorized Signatory  
Dale Bosa, Director

  
\_\_\_\_\_  
Dale Bosa, Director

  
\_\_\_\_\_  
Colin Bosa, Director

**EXHIBIT "B"**

**REGISTERED SUBDIVISION PLAN**

[See Attached]

**SURVEY PLAN CERTIFICATION  
PROVINCE OF BRITISH COLUMBIA**

0972

EPP79101

PAGE 1 OF 3 PAGES

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you

(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and

(b) certify the matters set out in section 168.73 (4) of the Land Title Act.

Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

Robert  
Adriaensen  
BXGQKH

c=CA, cn=Robert  
Adriaensen BXGQKH, o=BC  
Land Surveyor, ou=Verify ID  
at www.juricart.com/  
LKUP.cfm?id=BXGQKH

1. BC LAND SURVEYOR: (Name, address, phone number)

Robert Adriaensen

Bennett Land Surveying Ltd.

#203-15310 103A Avenue

Surrey

BC V3R 7A2

File: 30870-9\_R7

Phone: 604-582-0717

email: rob@bennettsurveys.com

Surveyor General Certification [For Surveyor General Use Only]

Fee Collected for Document: \$0.00

2. PLAN IDENTIFICATION:

Control Number: **156-563-3168**

Plan Number: **EPP79101**

This original plan number assignment was done under Commission #: **972**

3. CERTIFICATION:

Form 9     Explanatory Plan     Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on:	2018	September	06	(YYYY/Month/DD)	The checklist was filed under ECR#:
The plan was completed and checked on:	2018	September	11	(YYYY/Month/DD)	216249

None     Strata Form S

None     Strata Form U1     Strata Form U1/U2

Arterial Highway

Remainder Parcel (Airspace)

4. ALTERATION:

LTO Document Reference: **CA7580818**

This is an alteration to a previous version of this plan identified by control number: **155-128-6323**

DESCRIPTION OF ALTERATION: SEE SCHEDULE

Removed the Section 219 Covenant Statement as covenant is no longer a condition for subdivision approval





**EXHIBIT "C"**

**PROPOSED STRATA PLAN – REVISED**

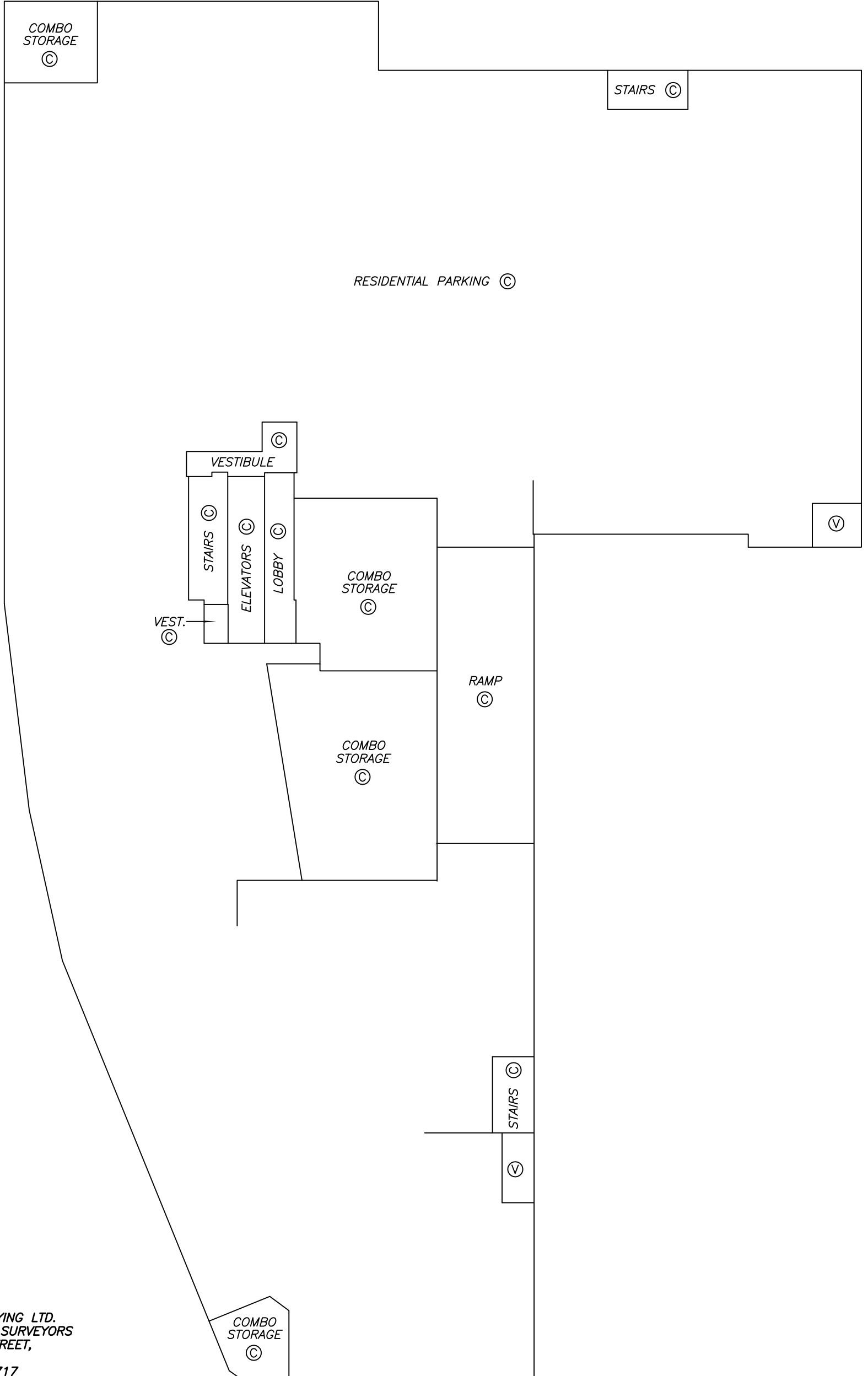
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# PARKING LEVEL P5 FLOOR PLAN



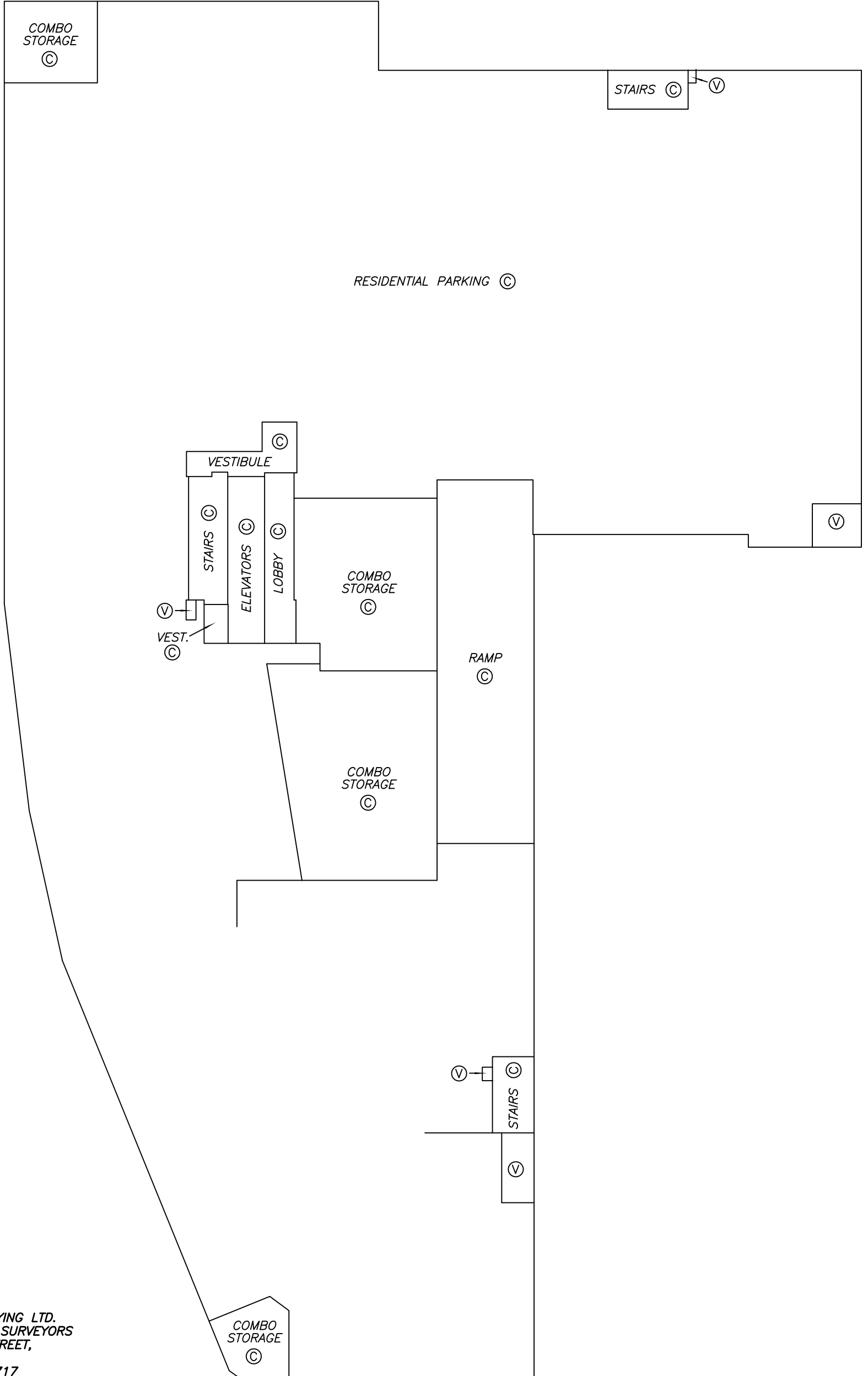
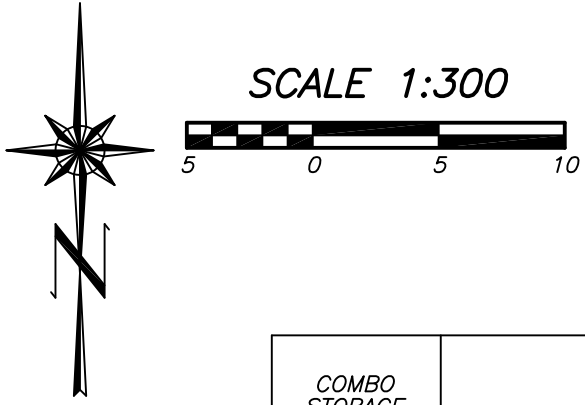
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# PARKING LEVEL P4 FLOOR PLAN



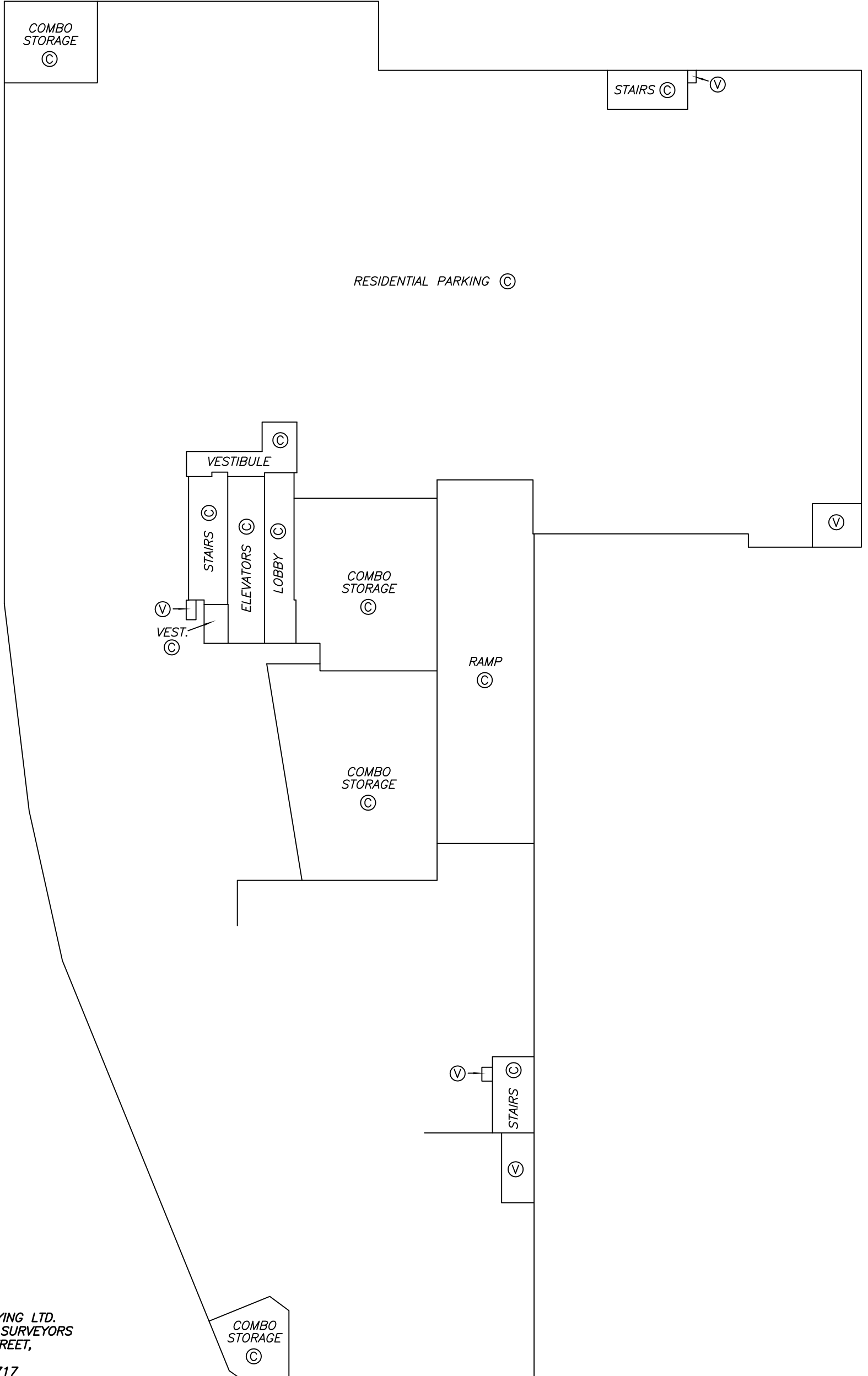
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# PARKING LEVEL P3 FLOOR PLAN



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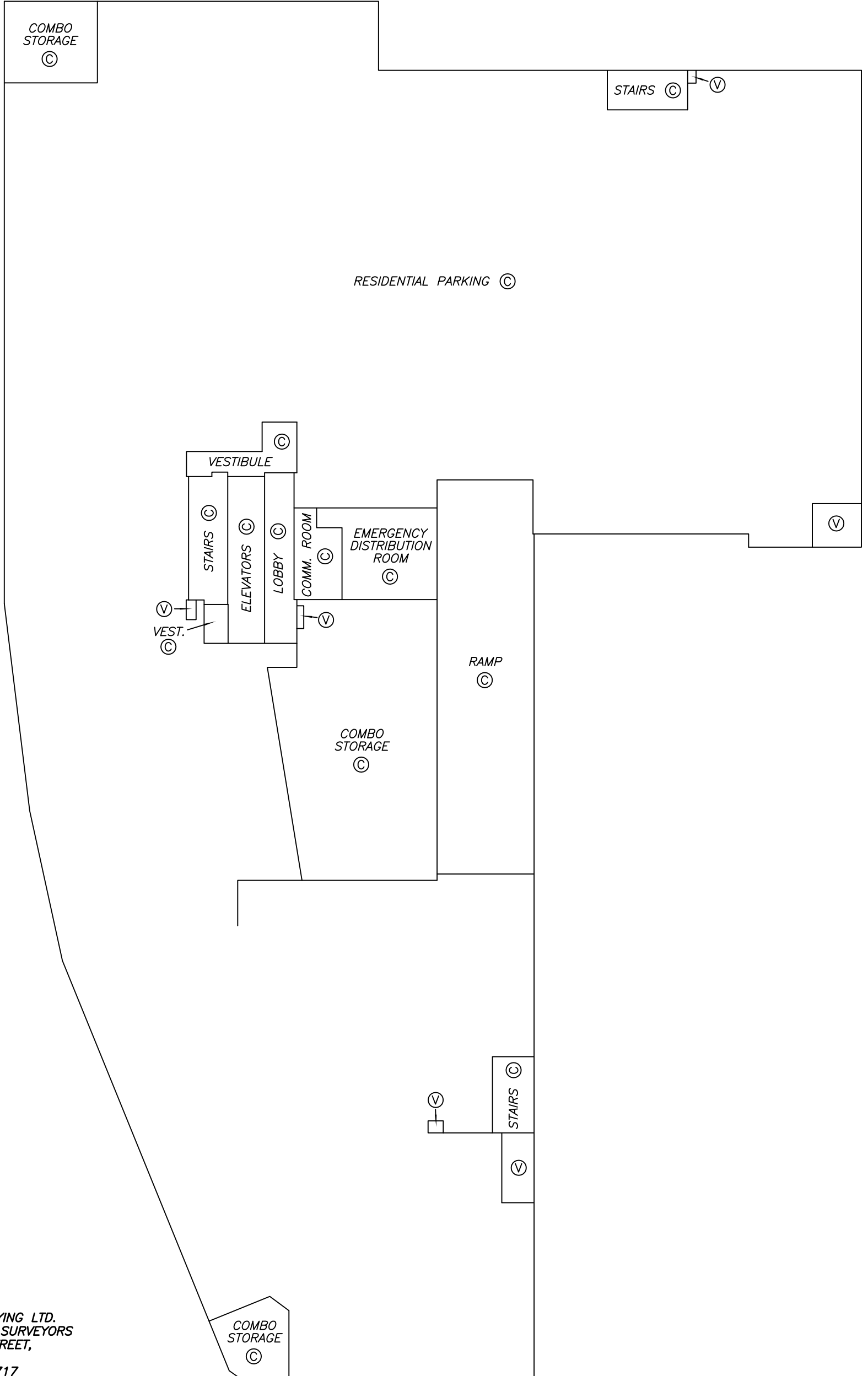
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# PARKING LEVEL P2 FLOOR PLAN



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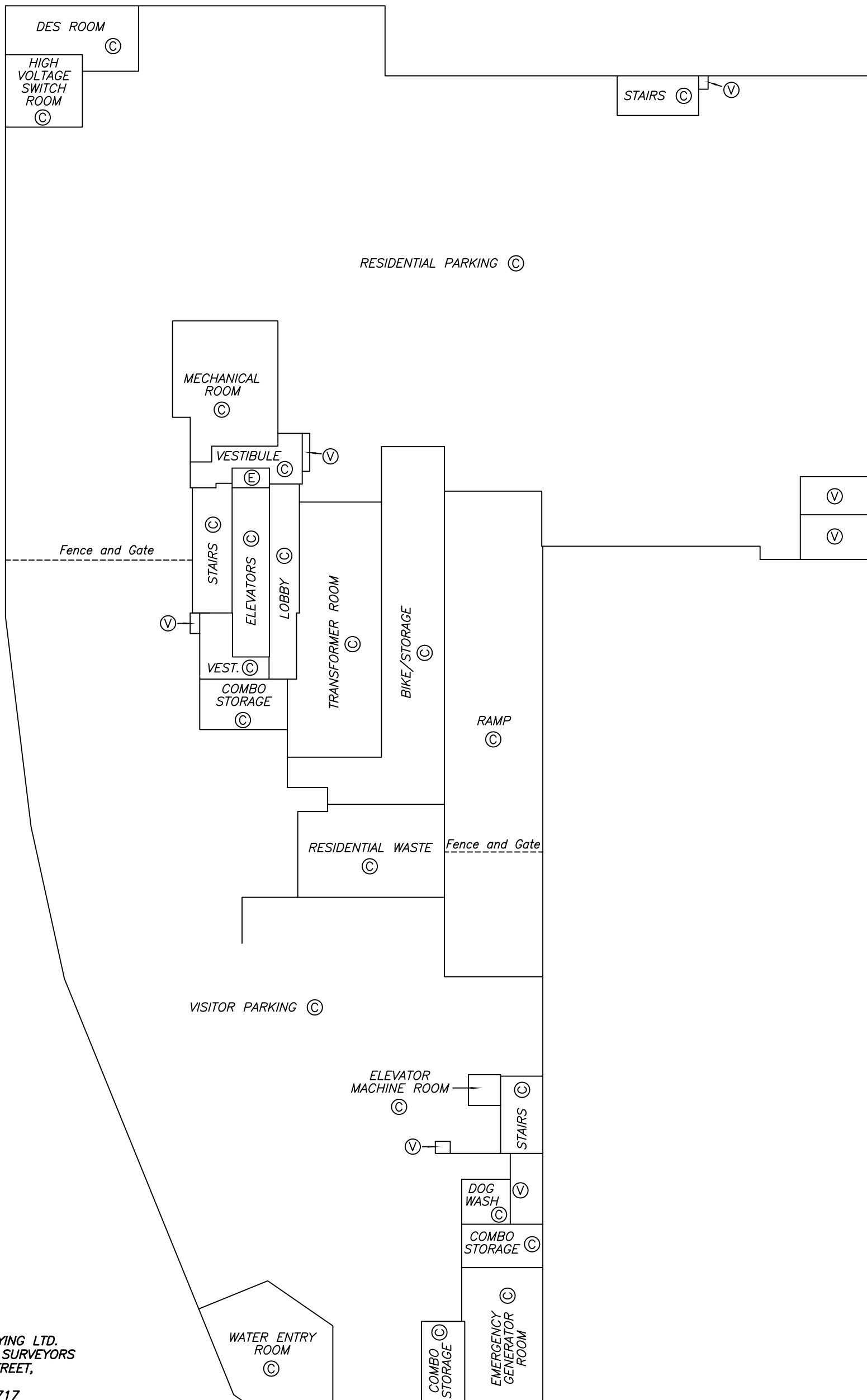
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# PARKING LEVEL P1 FLOOR PLAN



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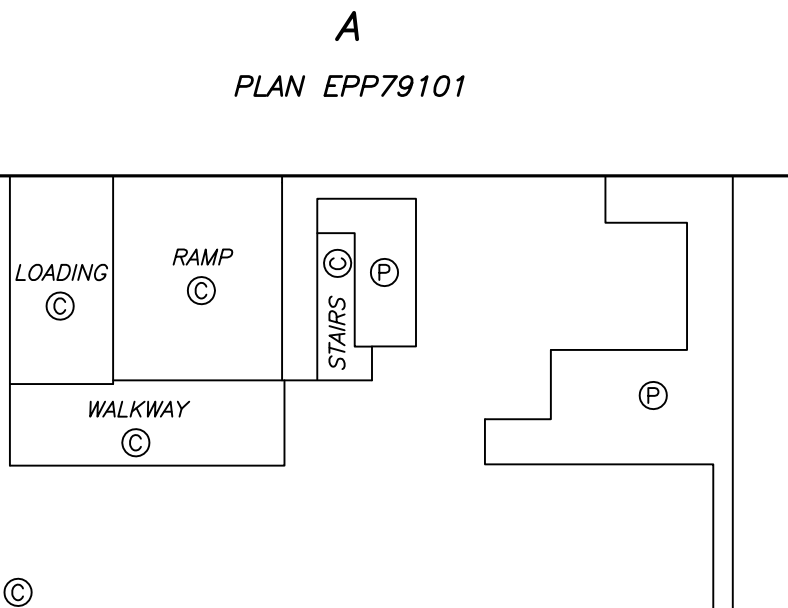
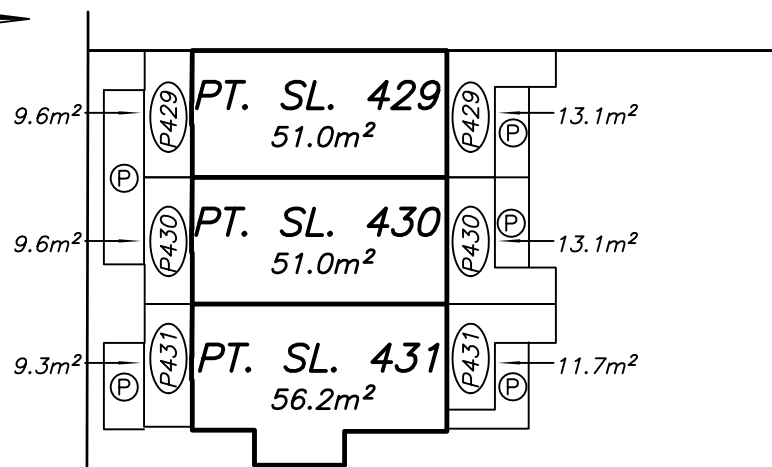
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# LEVEL 1 FLOOR PLAN

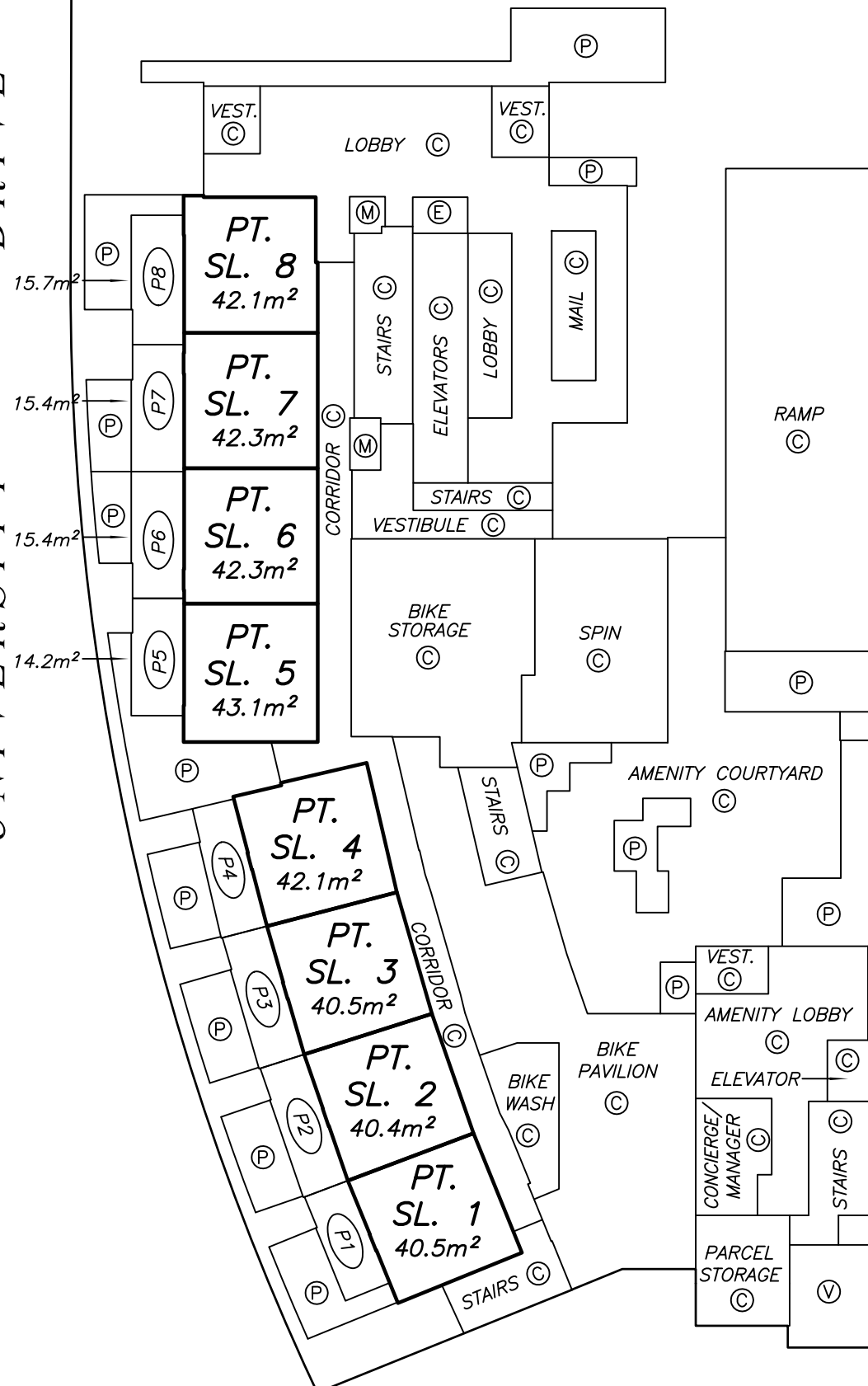
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UNIVERSITY DRIVE



LANE



PLAN EPP79101

188  
PLAN 64483

AIR SPACE PARCEL 1  
AIR SPACE PLAN EPP\_\_\_\_\_

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104th AVENUE

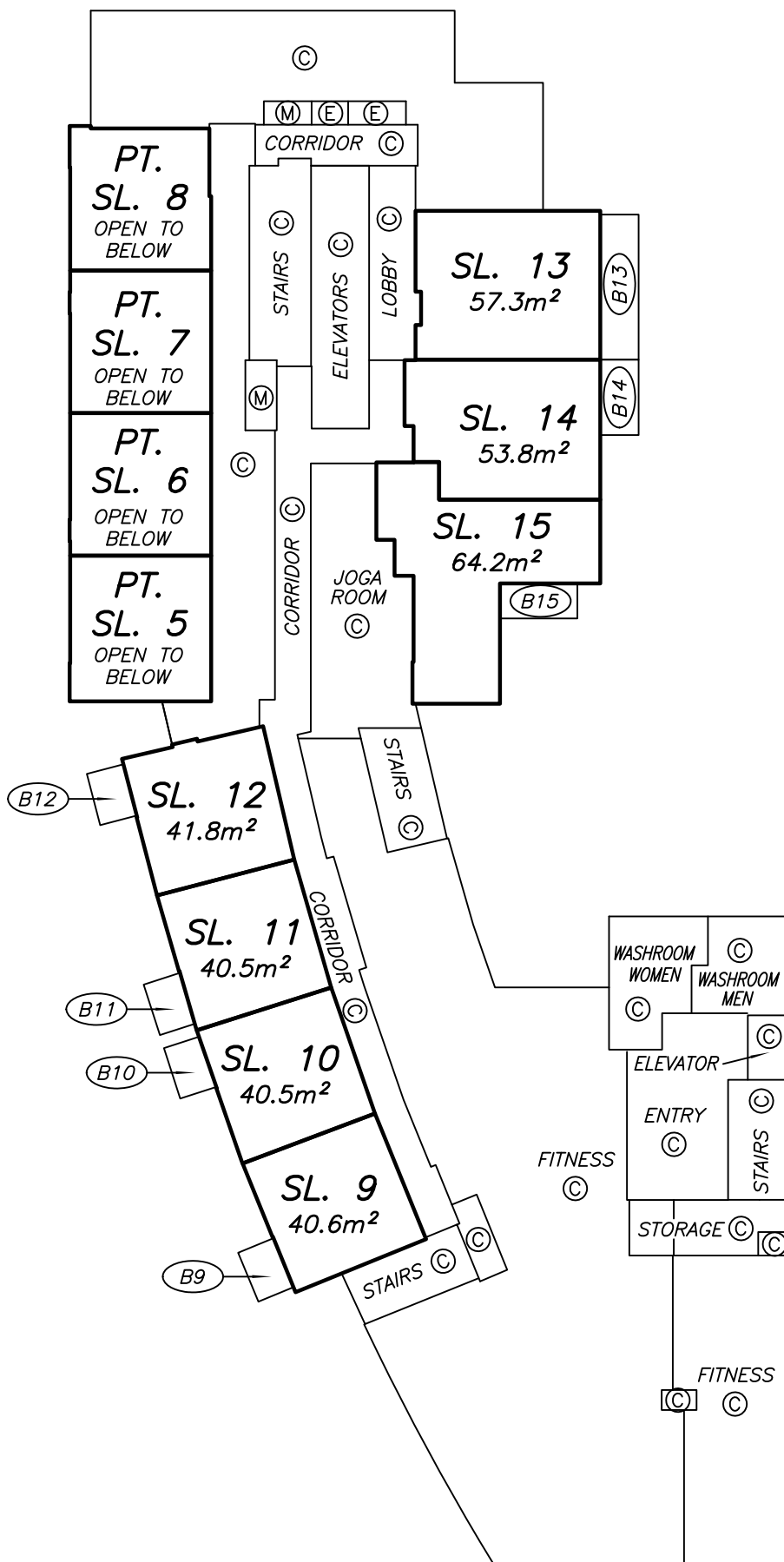
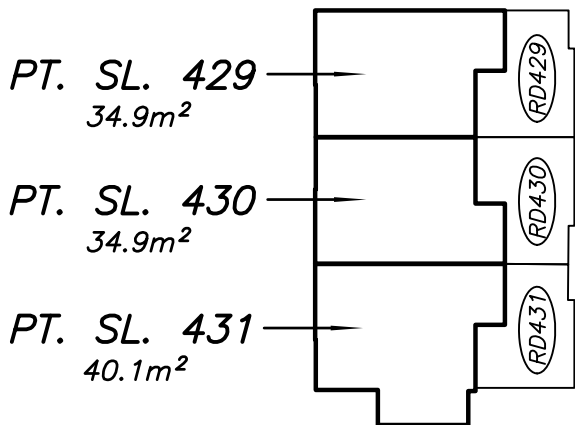




# LEVEL 3 FLOOR PLAN



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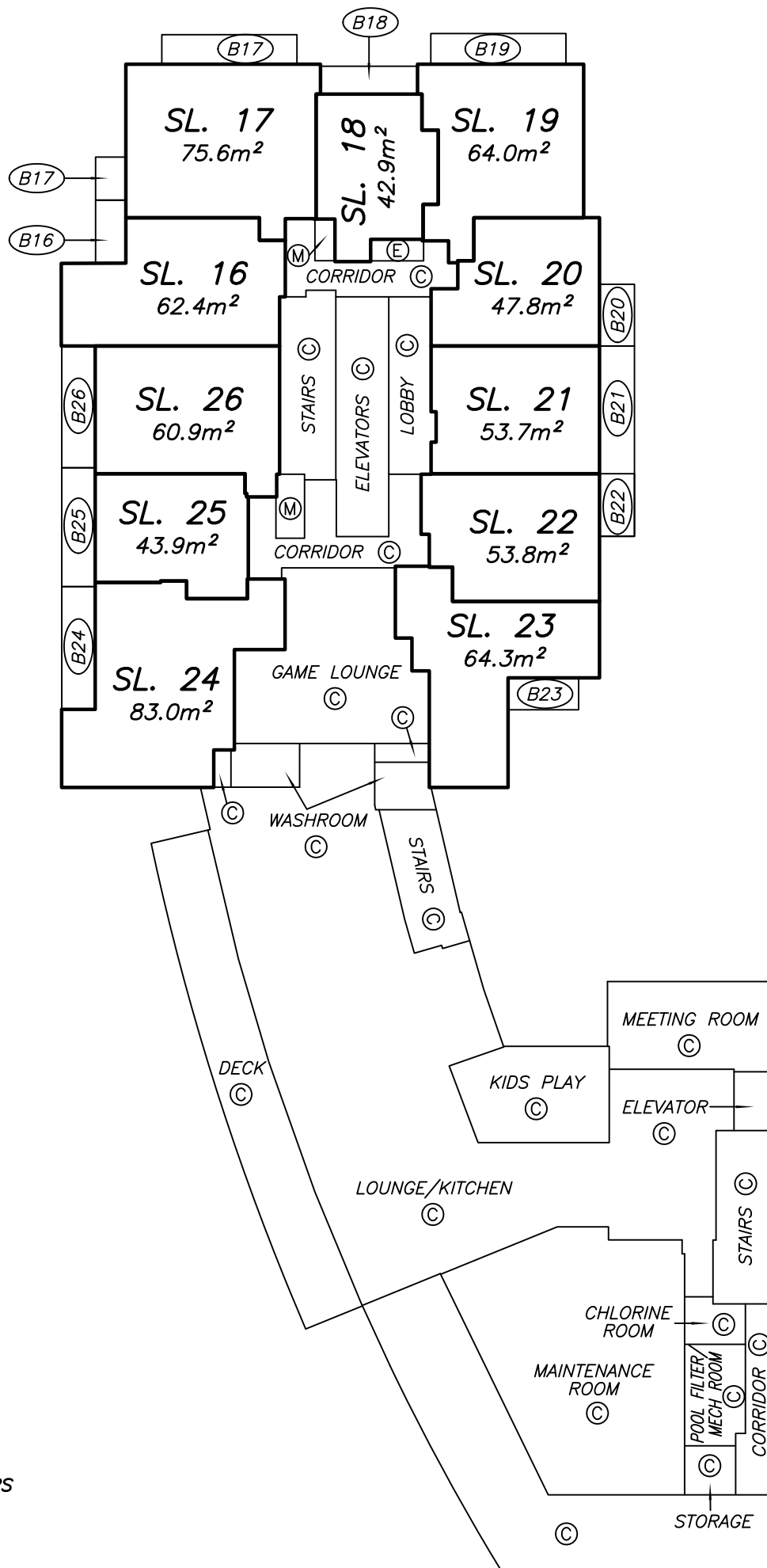
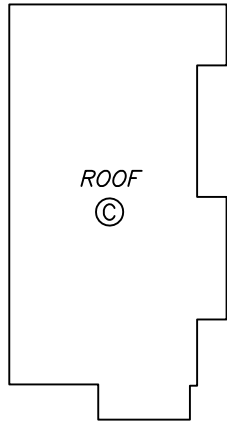
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# LEVEL 4 FLOOR PLAN



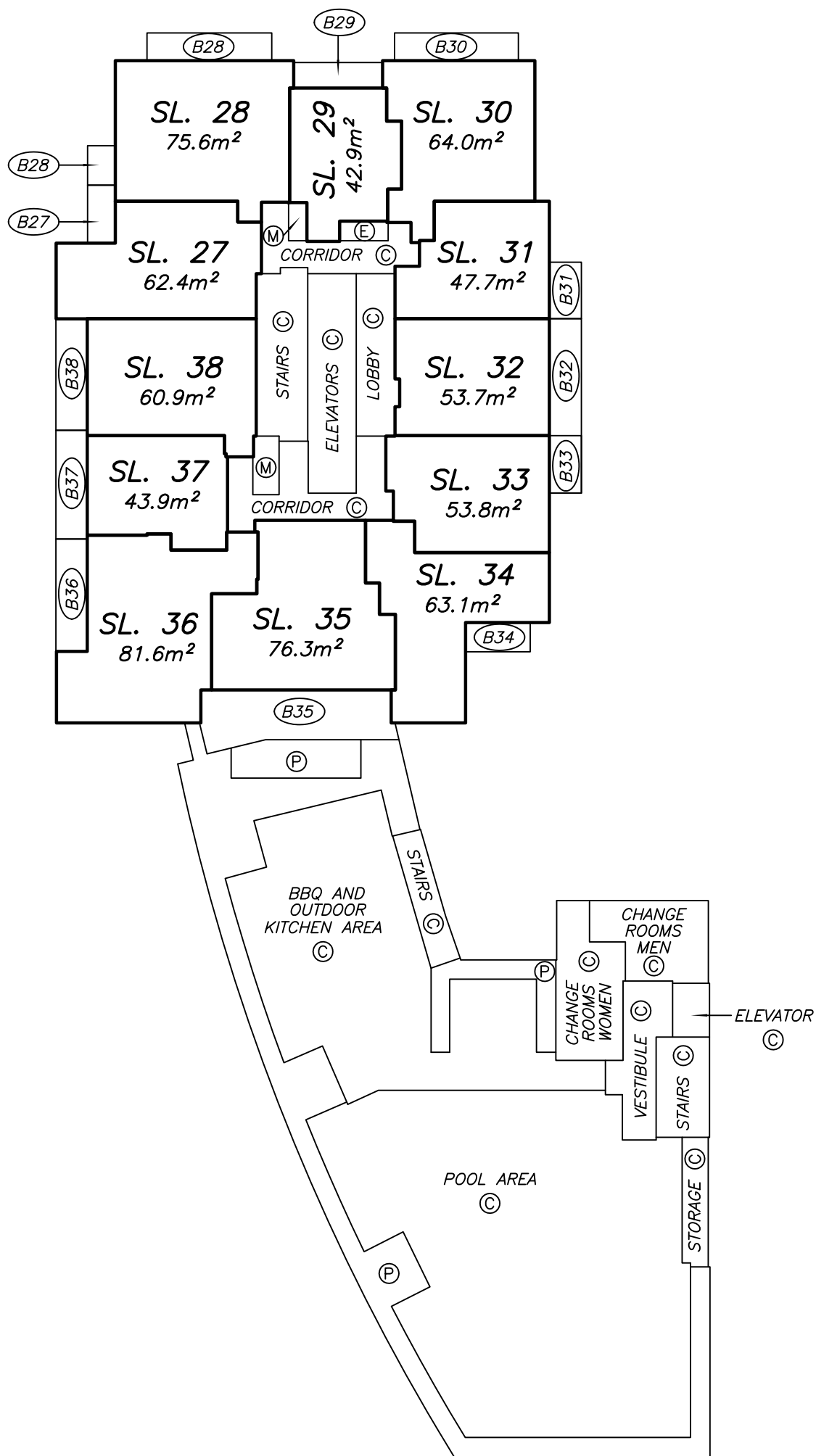
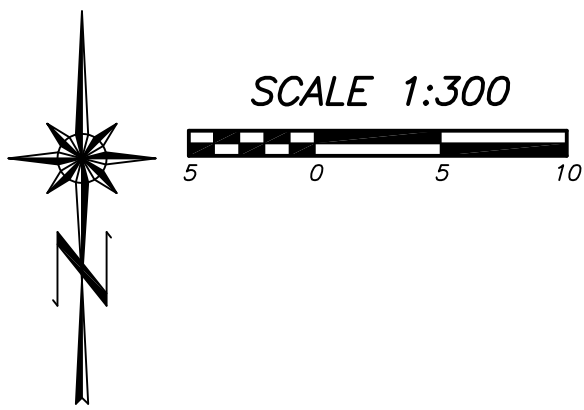
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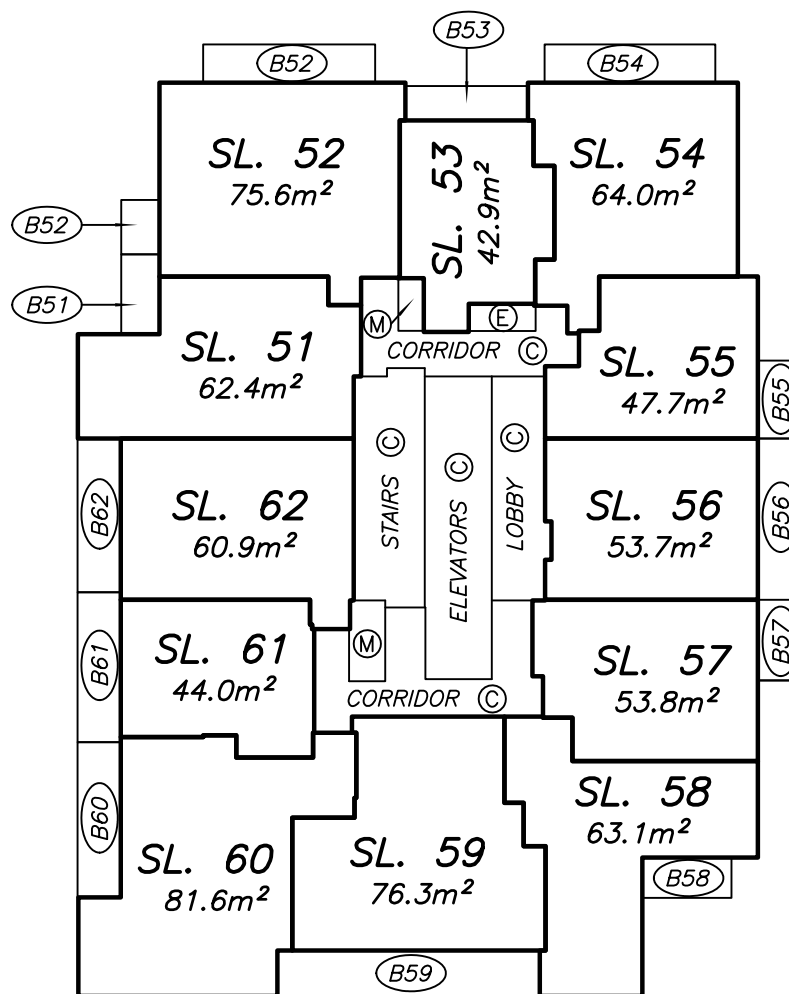
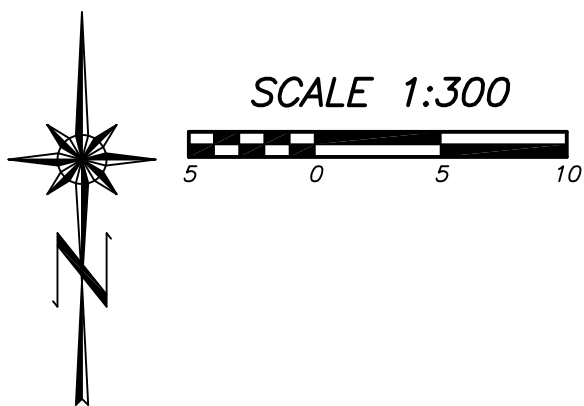
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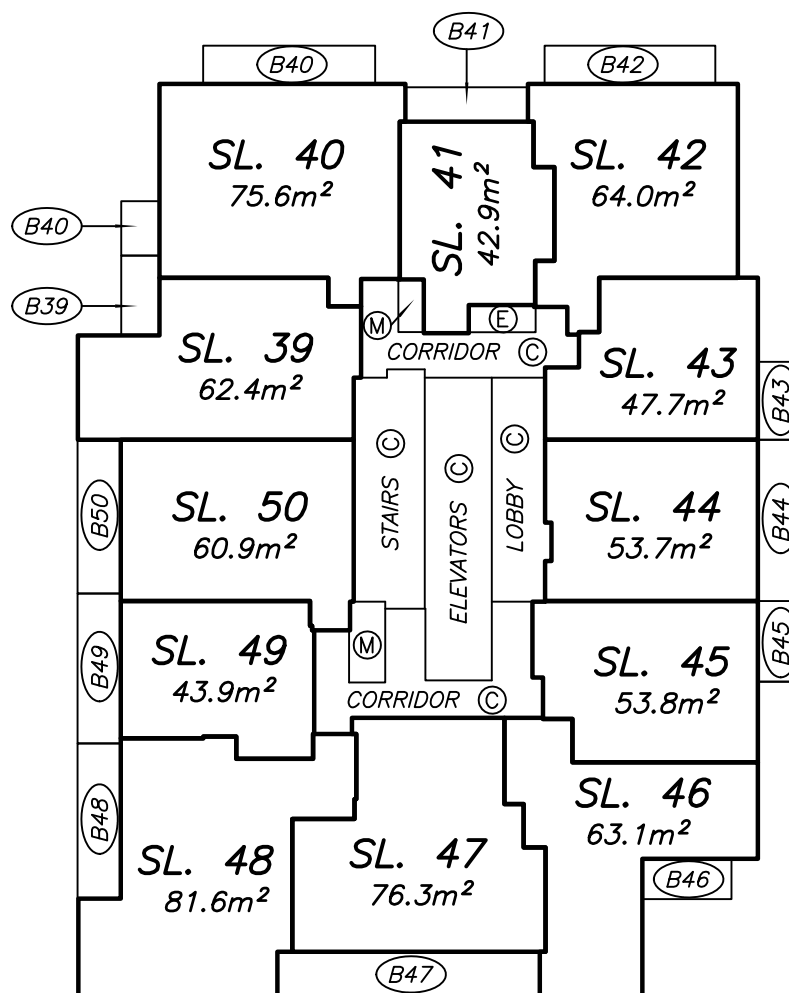
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# FLOOR PLANS



LEVEL 7

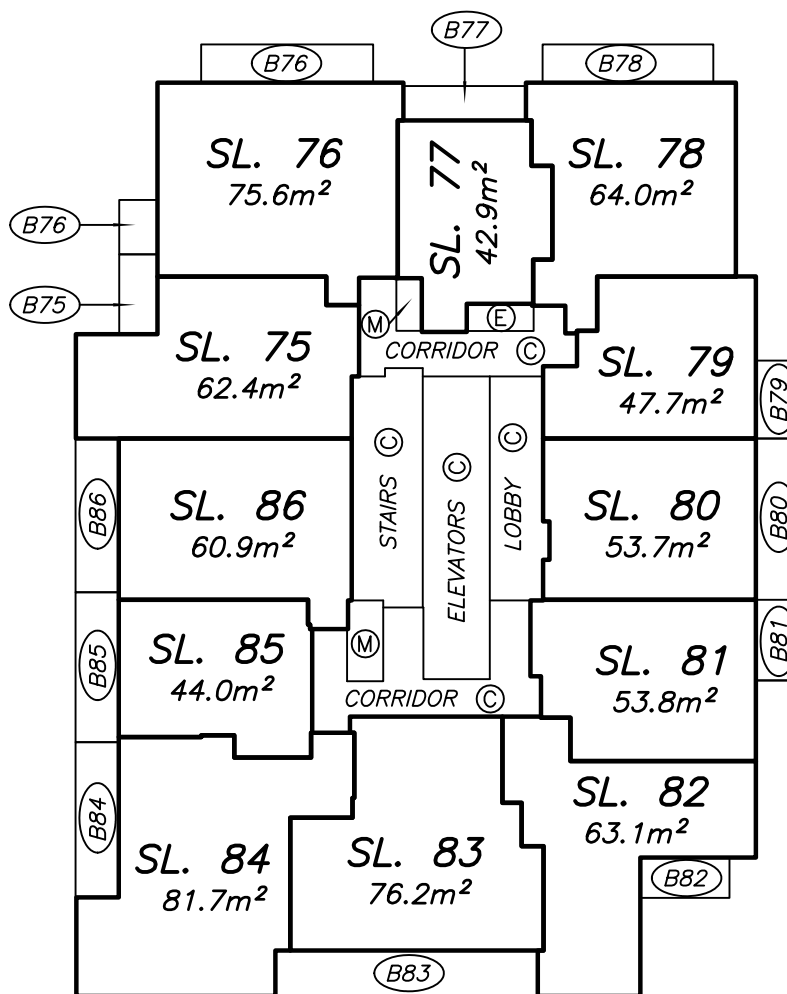
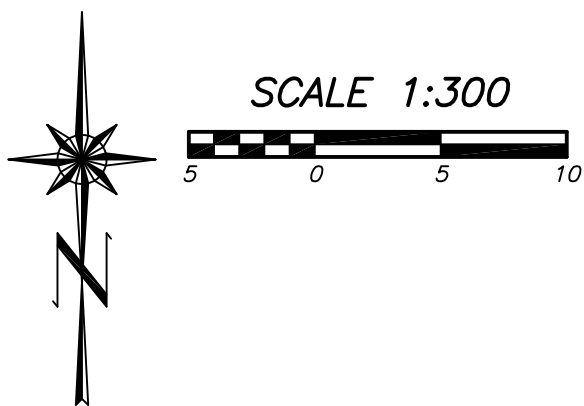


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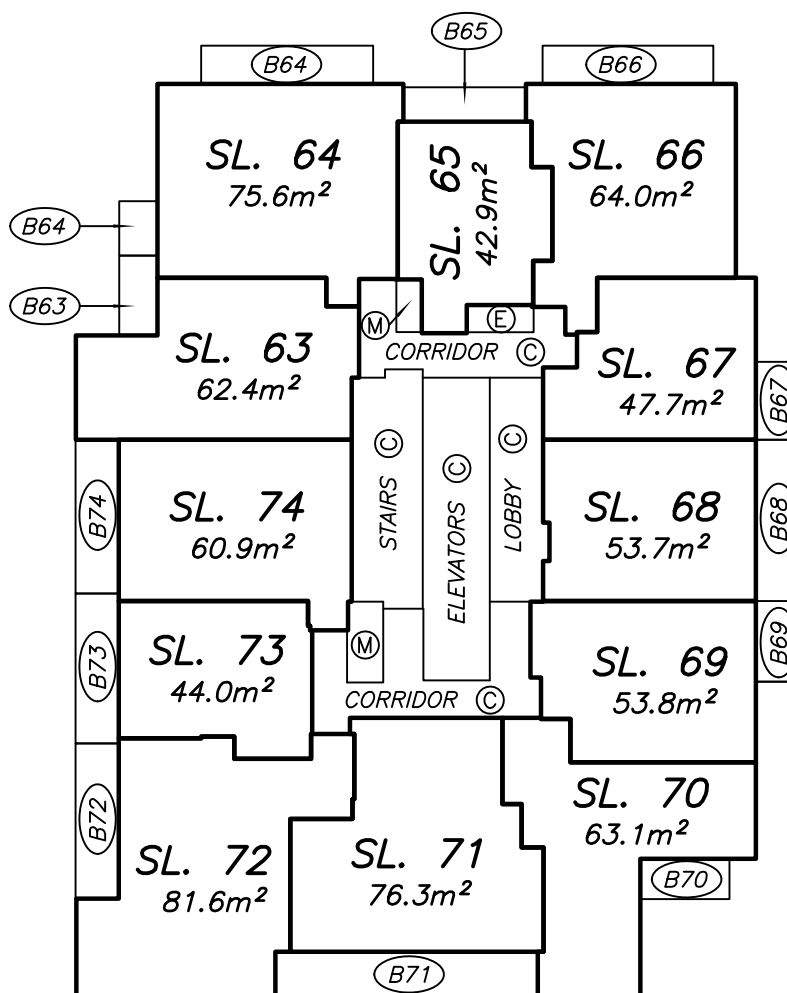
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# FLOOR PLANS



**LEVEL 9**

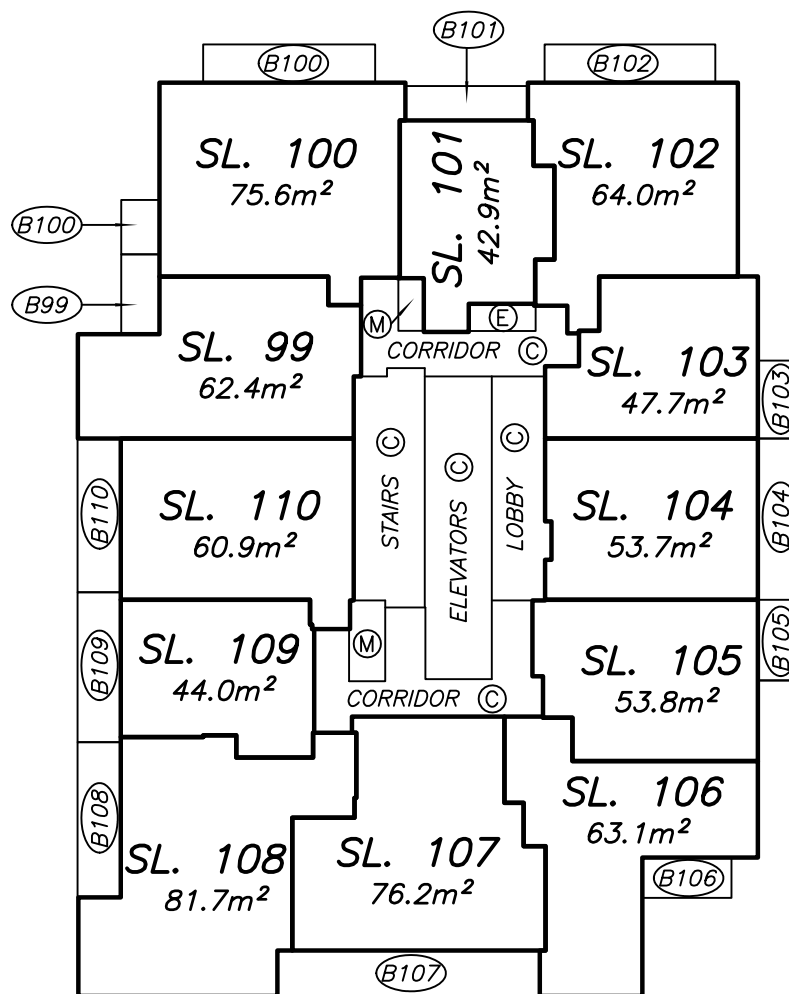
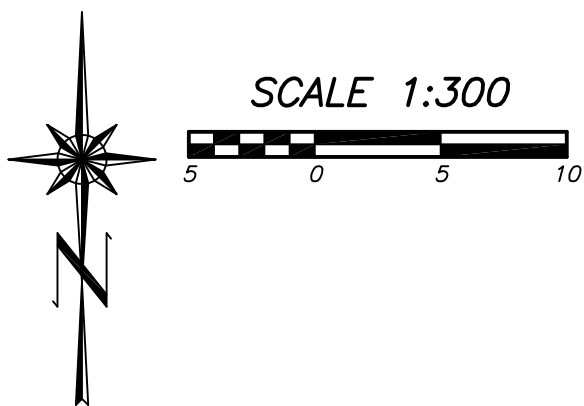


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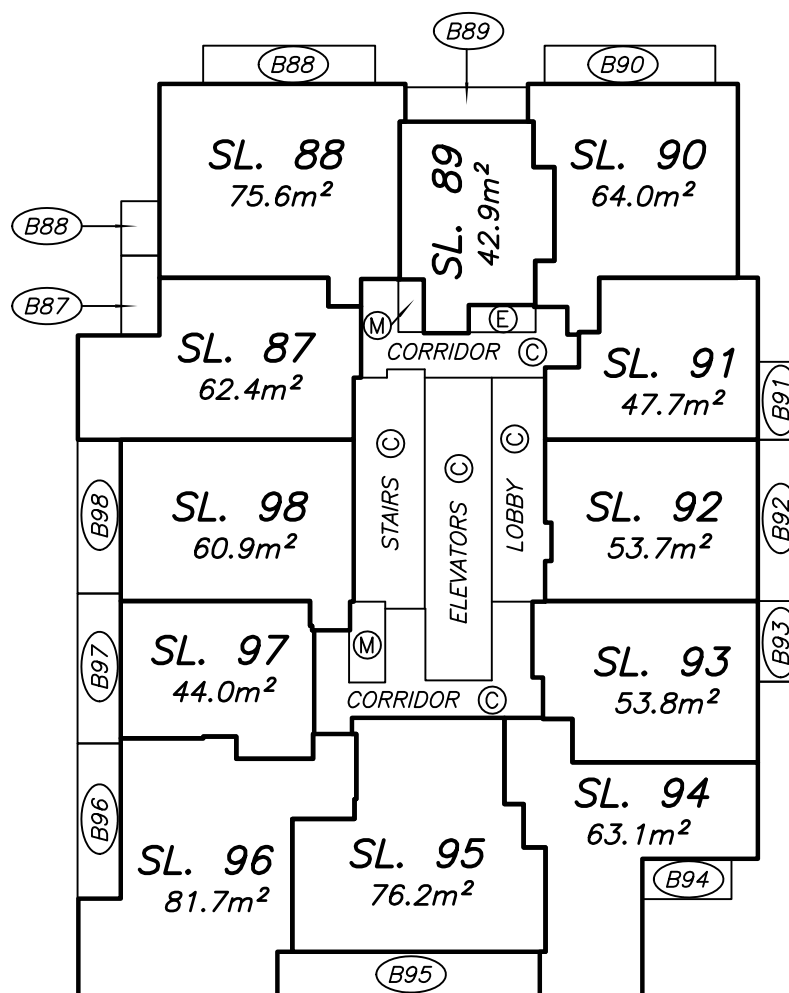
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# FLOOR PLANS



LEVEL 11

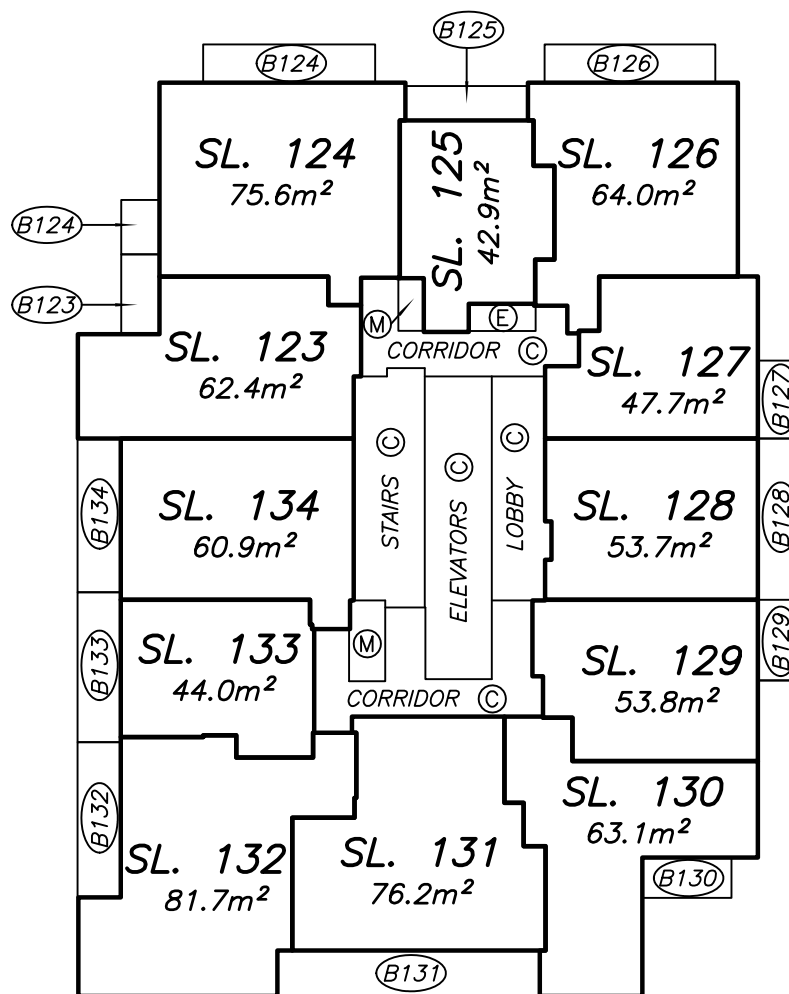
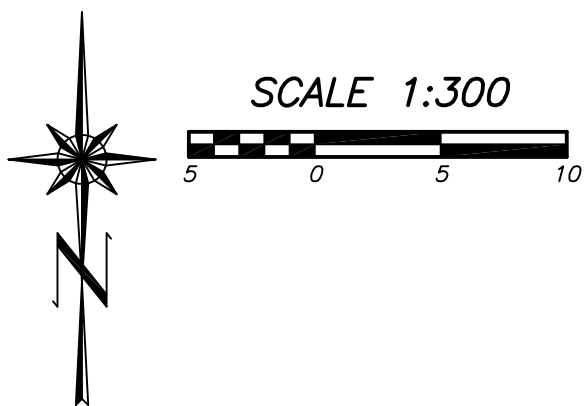


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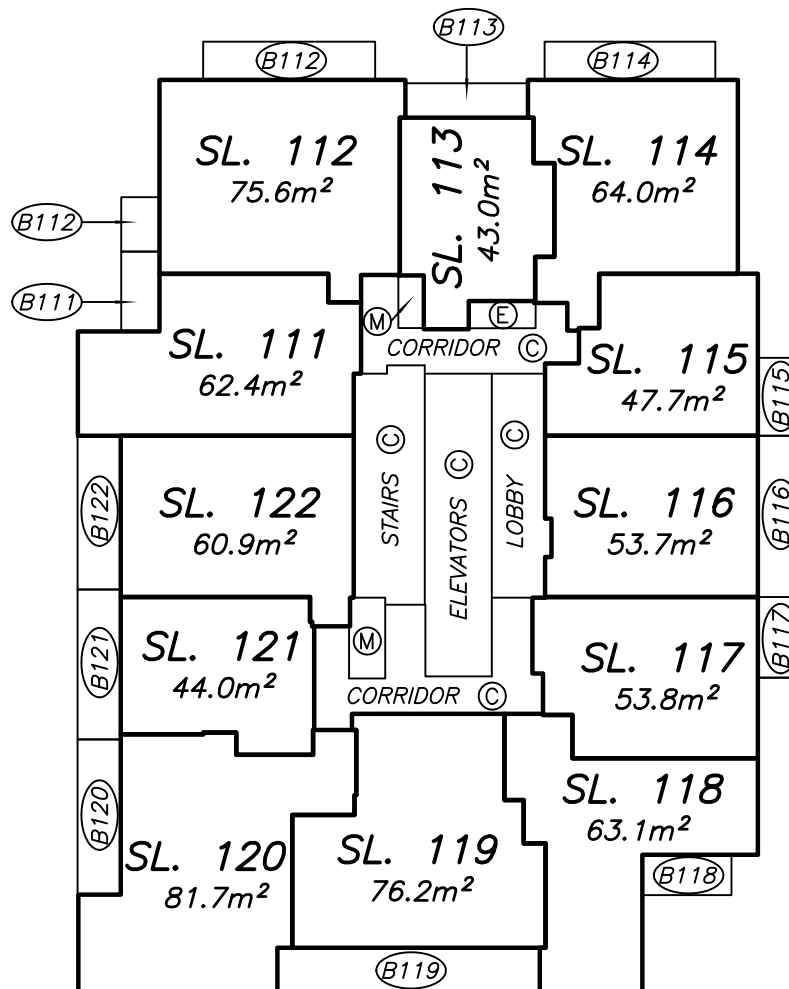
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 PHONE : 604-582-0717

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 DATE : JUNE 17, 2022

# FLOOR PLANS



LEVEL 13



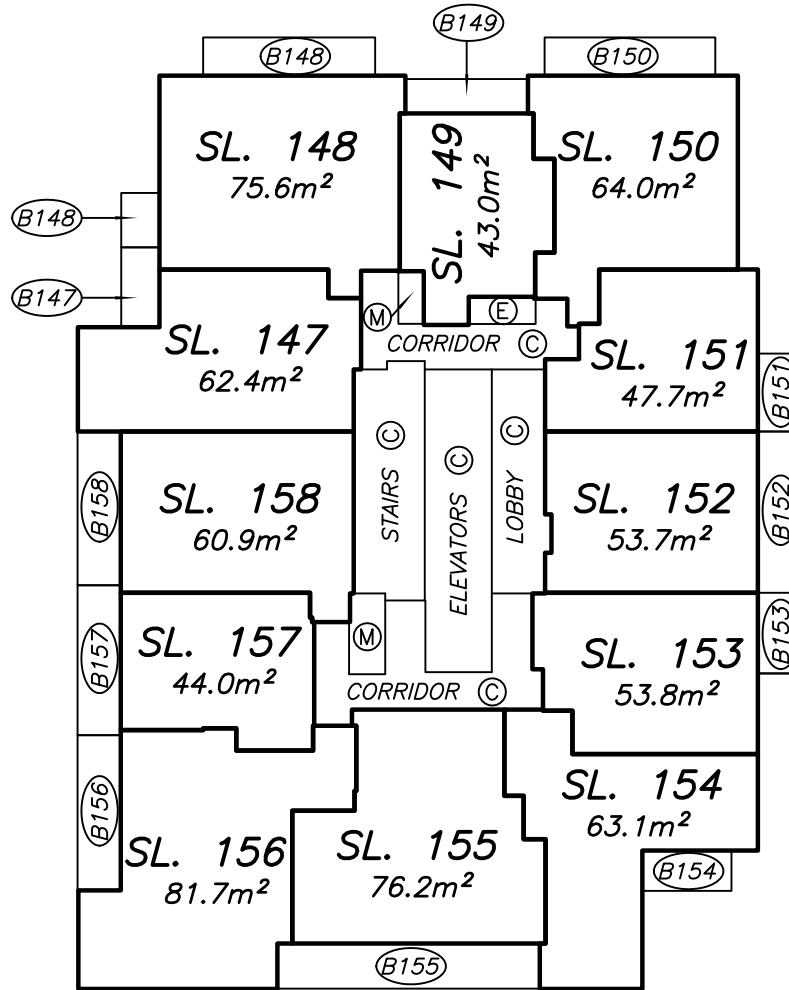
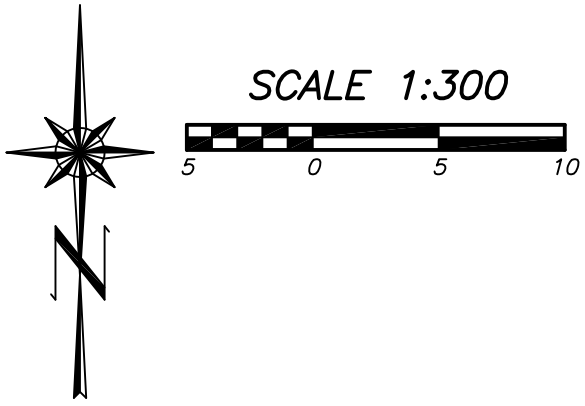
LEVEL 12

BENNETT LAND SURVEYING LTD.  
 B.C. & CANADA LAND SURVEYORS  
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 SURREY, B.C.  
 PHONE : 604-582-0717

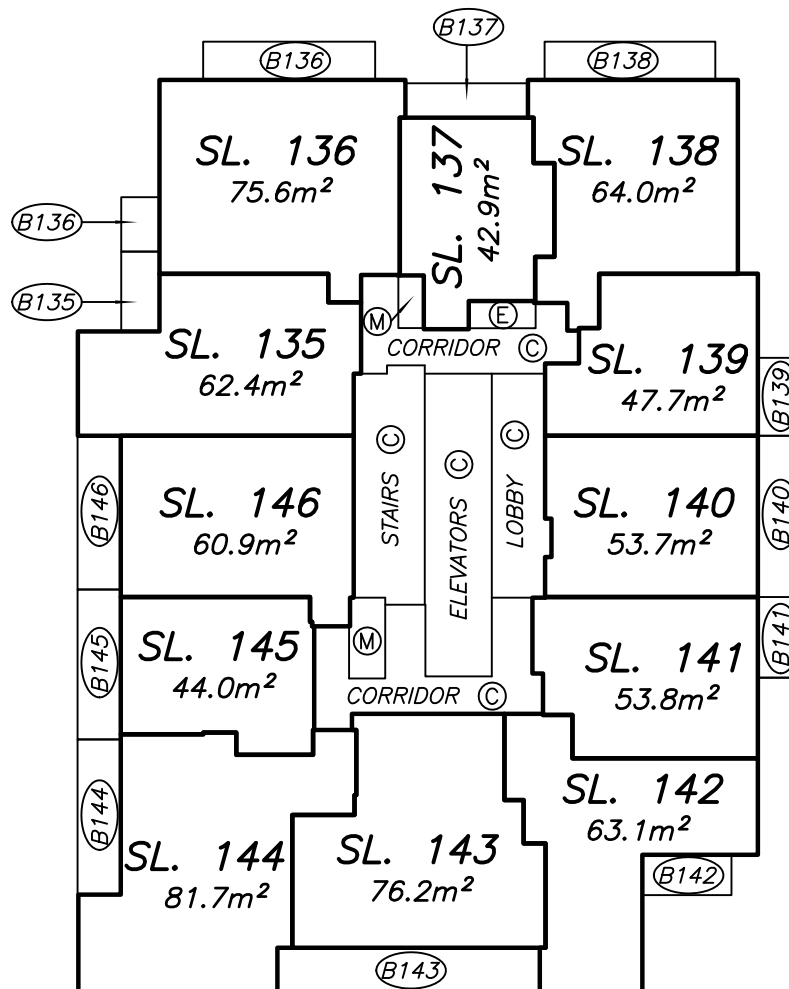
DRAWING # 30870-13 REVISION #4  
 FILE # 30870-13\_FP\_R4  
 DATE : JUNE 17, 2022



# FLOOR PLANS



LEVEL 15

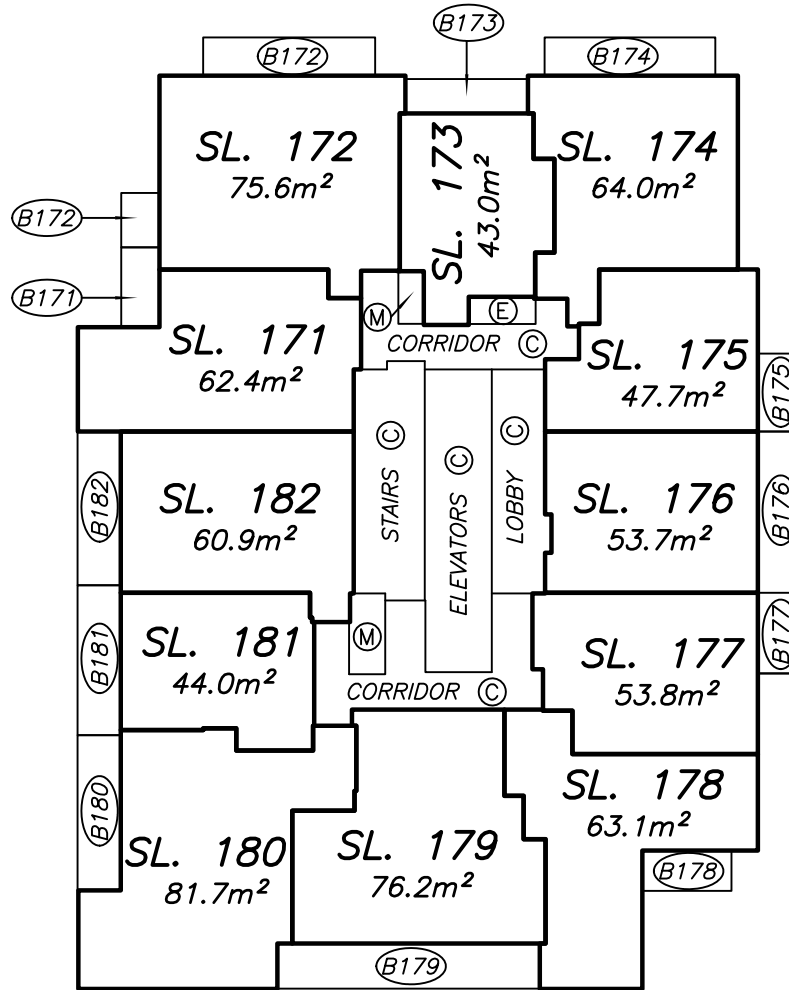
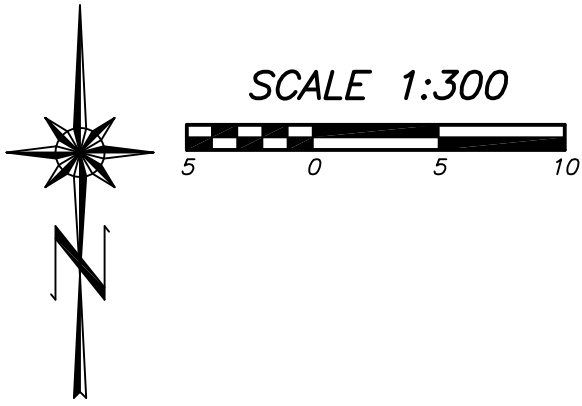


LEVEL 14

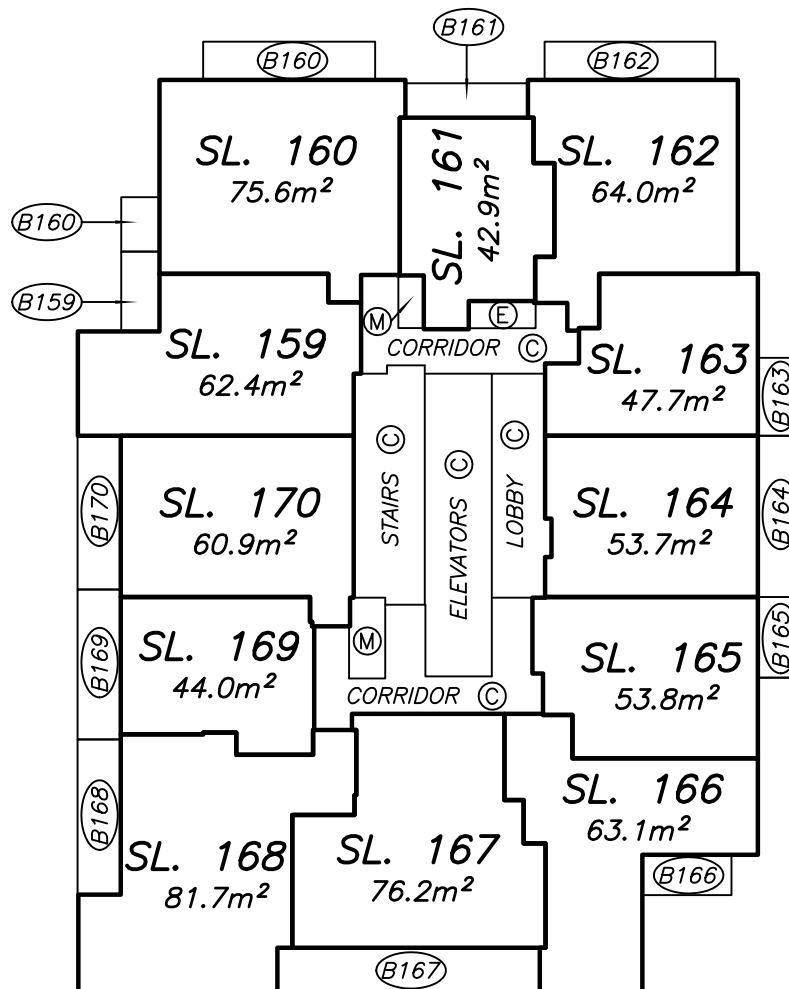
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 B.C. & CANADA LAND SURVEYORS  
 #201-9547 152nd STREET,  
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DRAWING # 30870-13 REVISION #4  
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# FLOOR PLANS



LEVEL 17

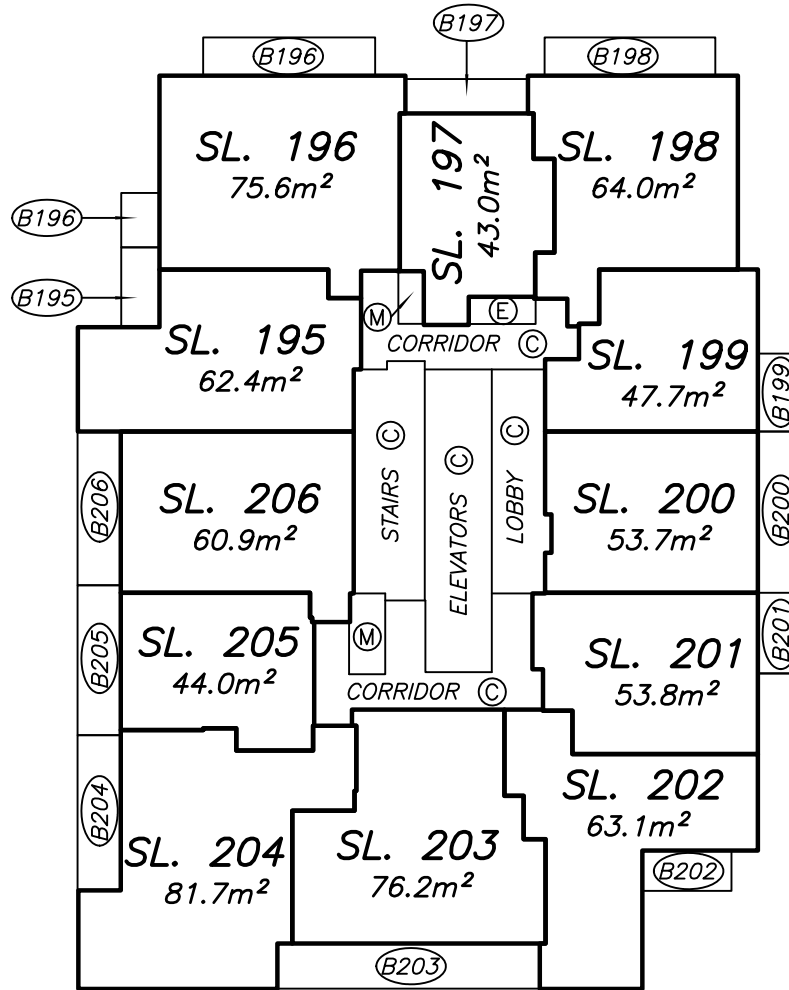
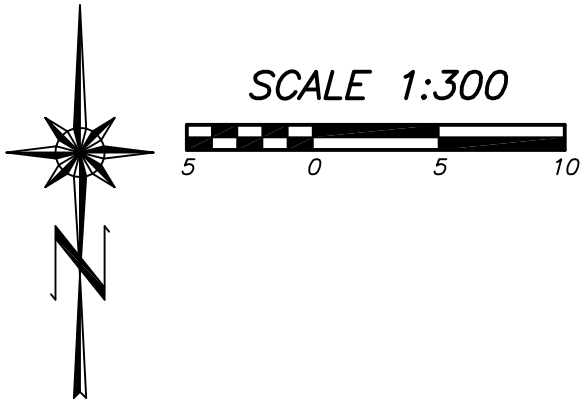


LEVEL 16

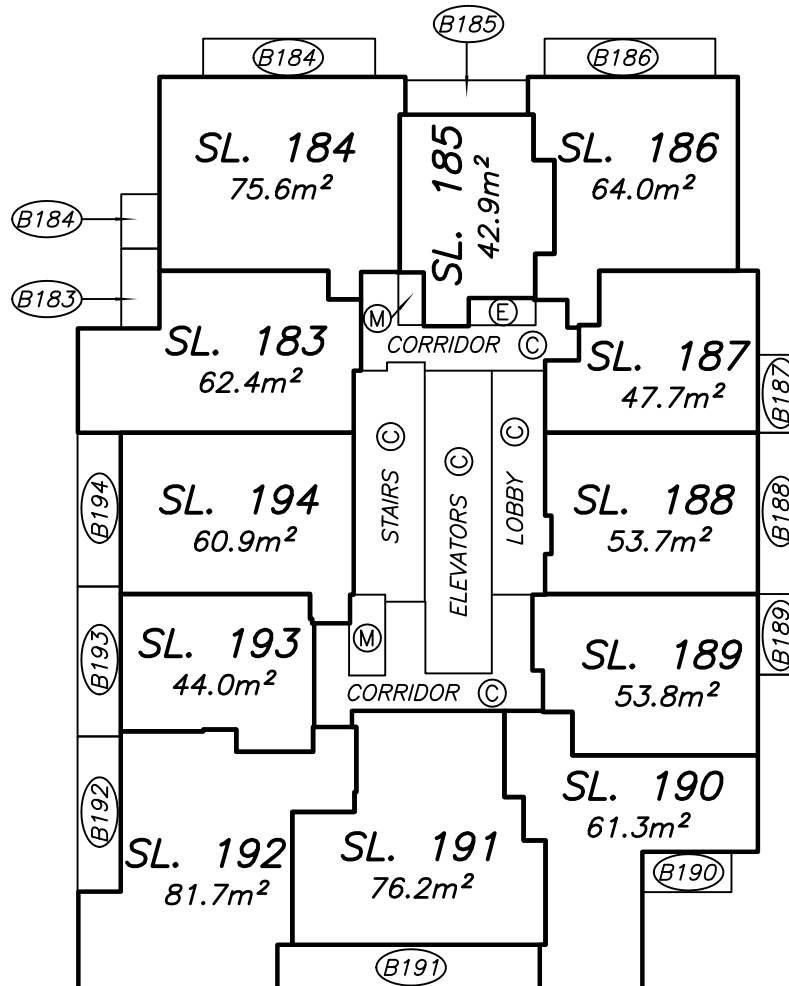
BENNETT LAND SURVEYING LTD.  
 B.C. & CANADA LAND SURVEYORS  
 #201-9547 152nd STREET,  
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# FLOOR PLANS



LEVEL 19

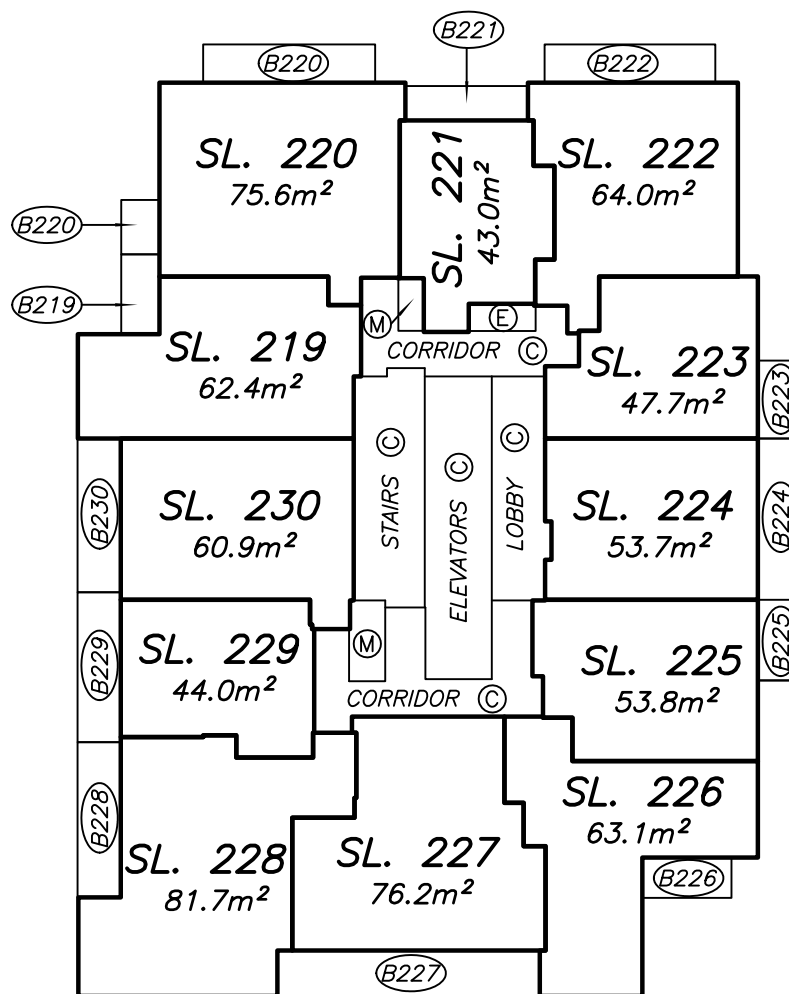
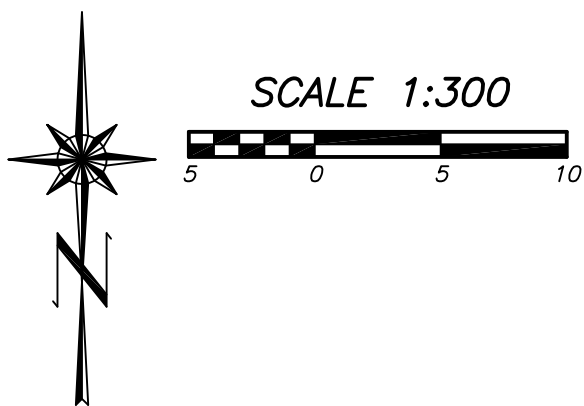


LEVEL 18

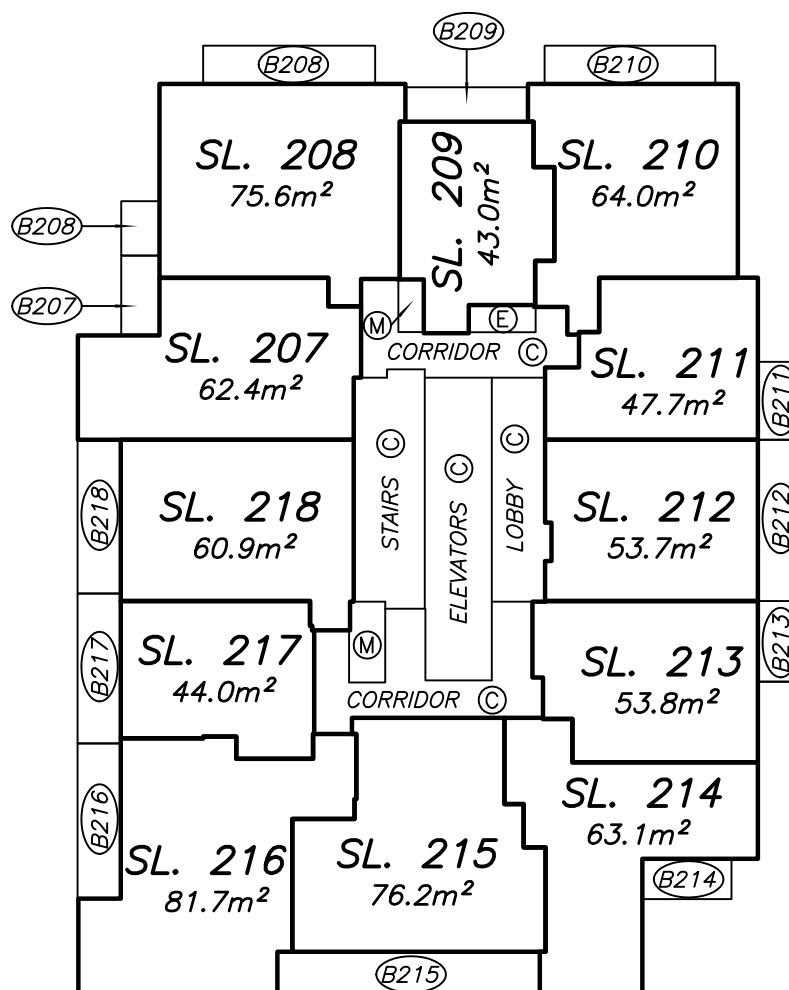
BENNETT LAND SURVEYING LTD.  
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# FLOOR PLANS



LEVEL 21

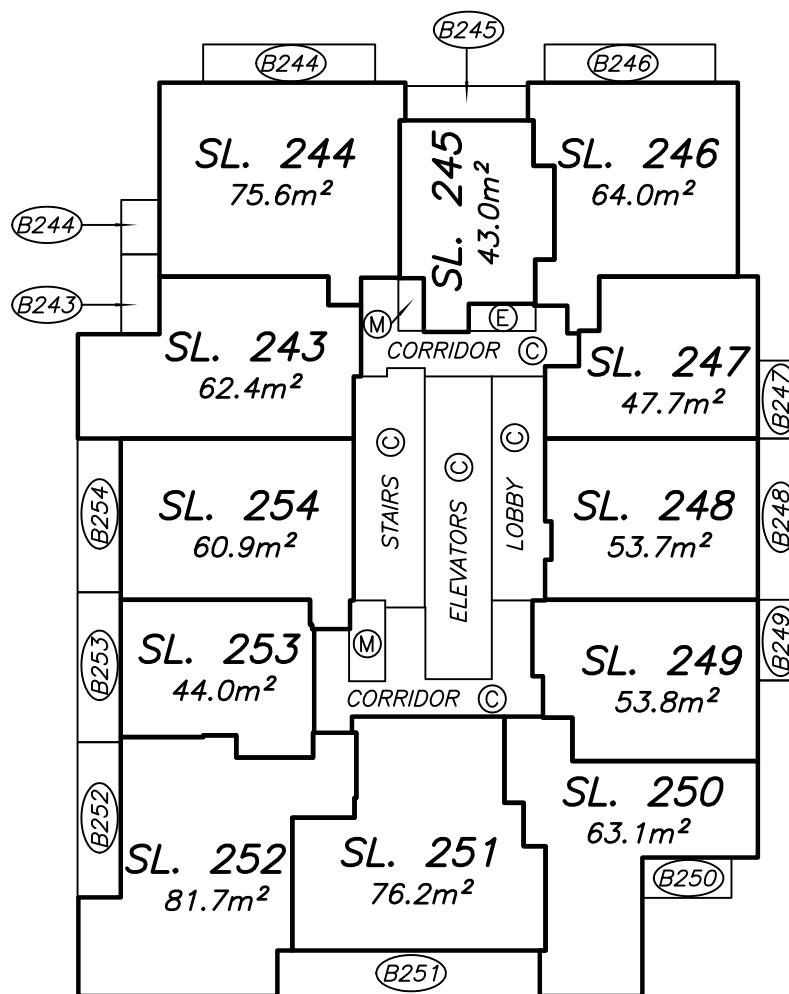
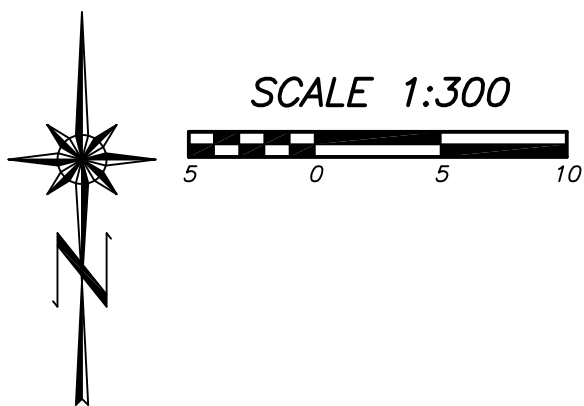


LEVEL 20

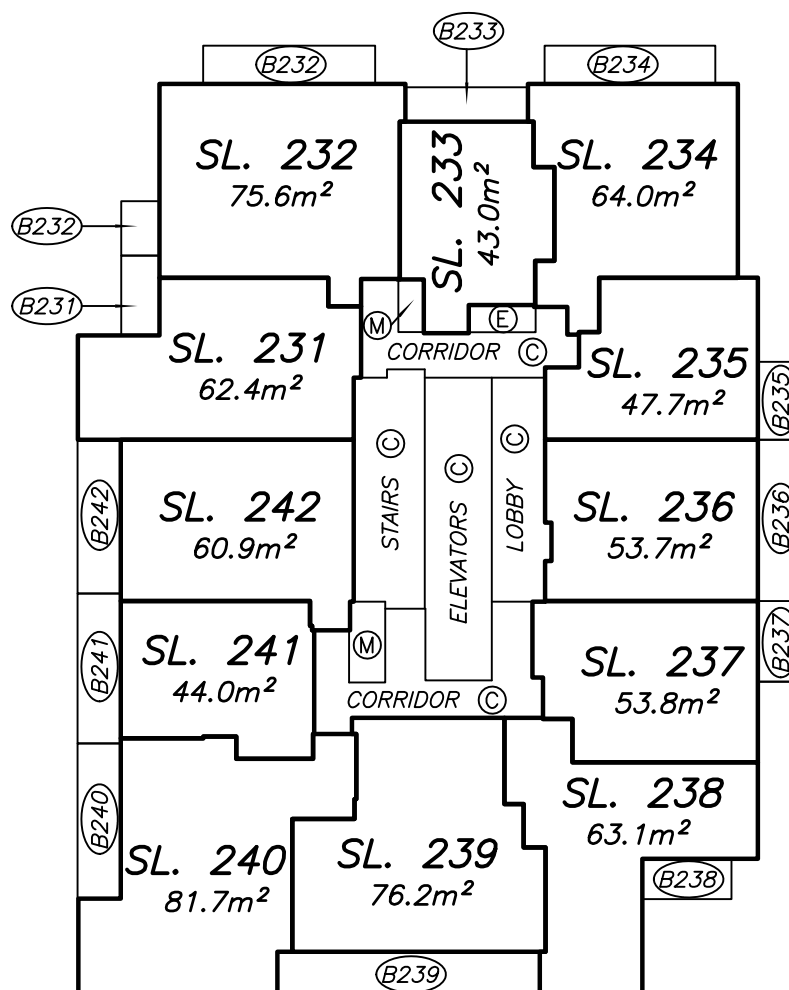
BENNETT LAND SURVEYING LTD.  
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# FLOOR PLANS



LEVEL 23

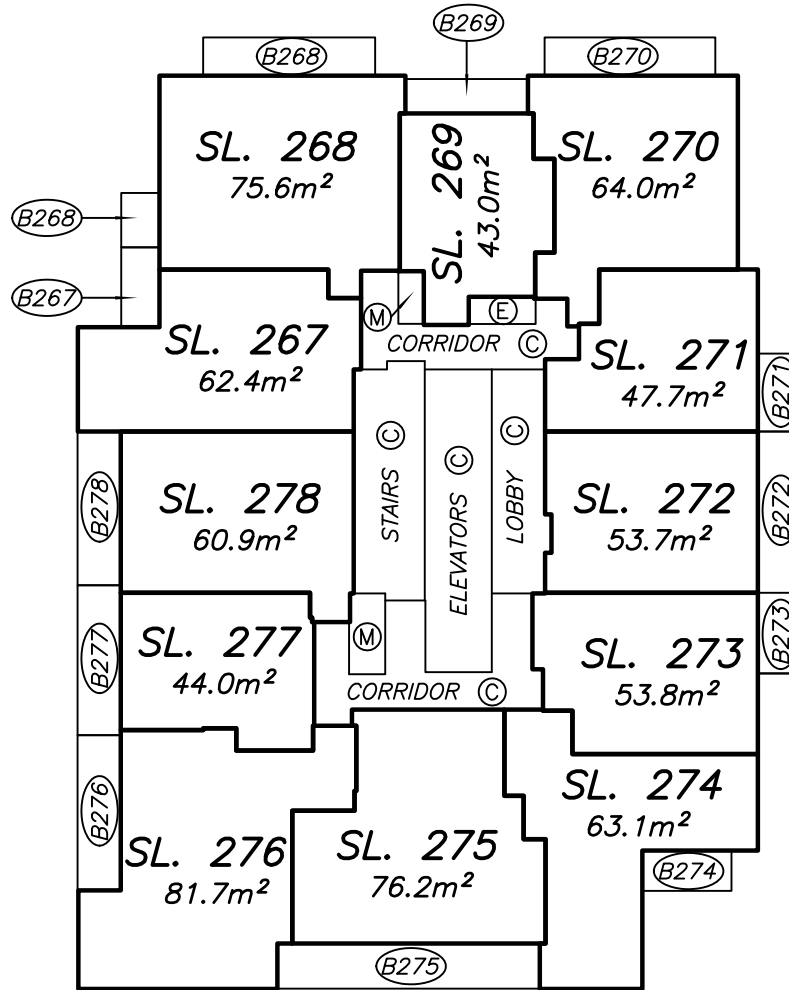
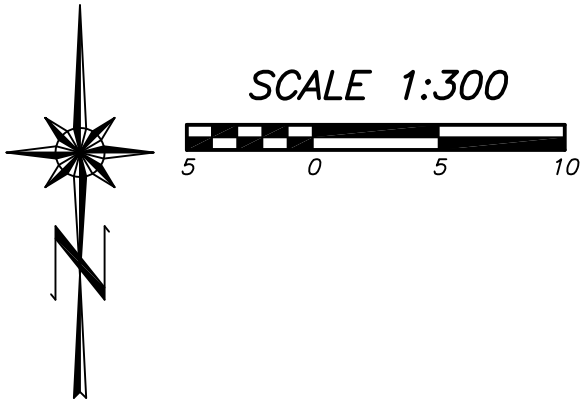


LEVEL 22

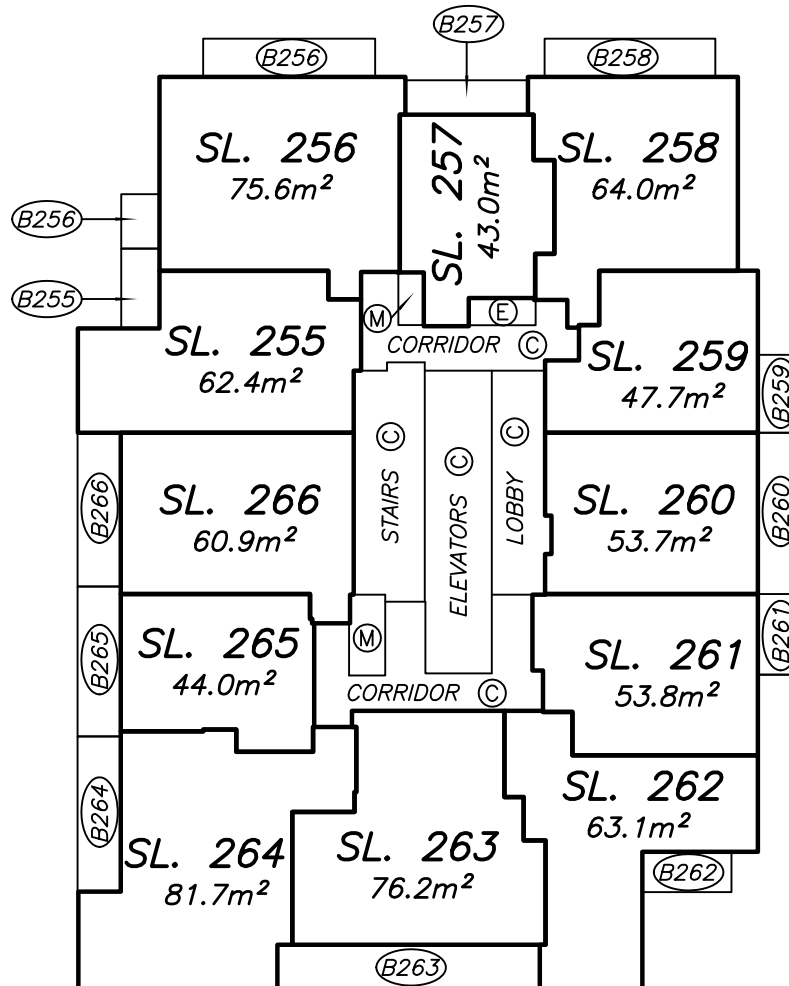
BENNETT LAND SURVEYING LTD.  
 B.C. & CANADA LAND SURVEYORS  
 #201-9547 152nd STREET,  
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 PHONE : 604-582-0717

DRAWING # 30870-13 REVISION #4  
 FILE # 30870-13\_FP\_R4  
 DATE : JUNE 17, 2022

# FLOOR PLANS



LEVEL 25

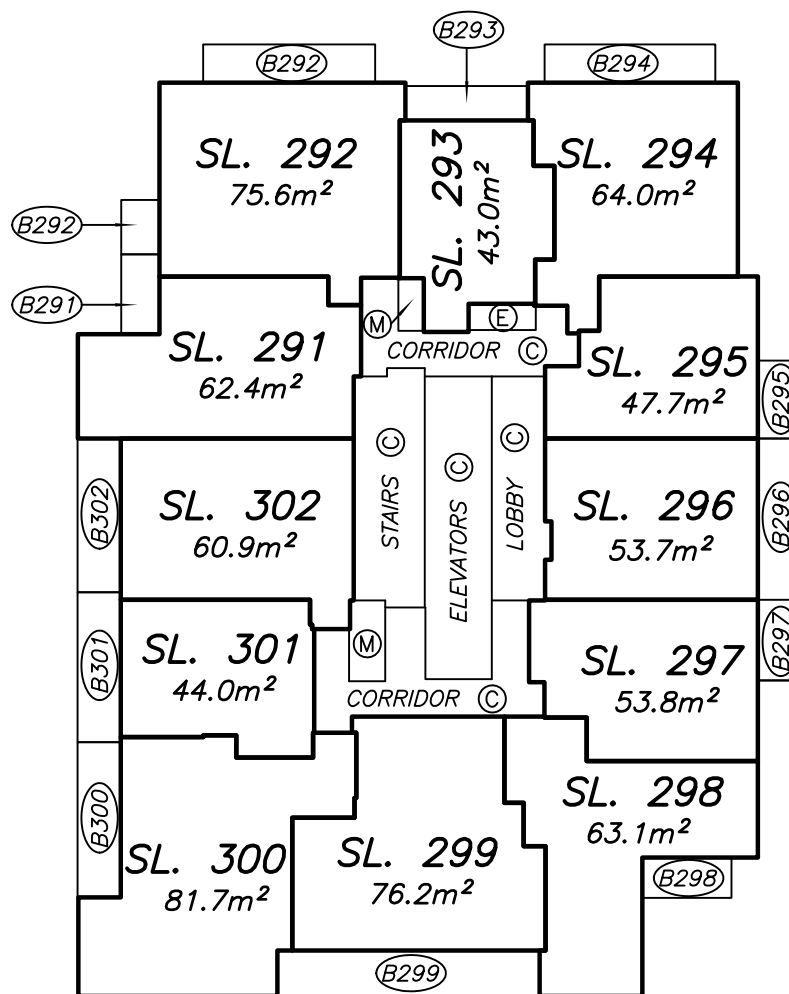
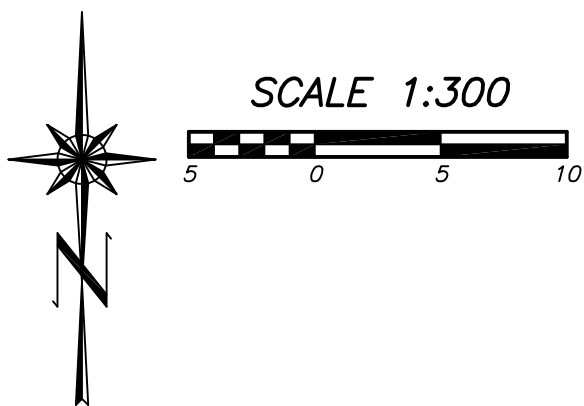


LEVEL 24

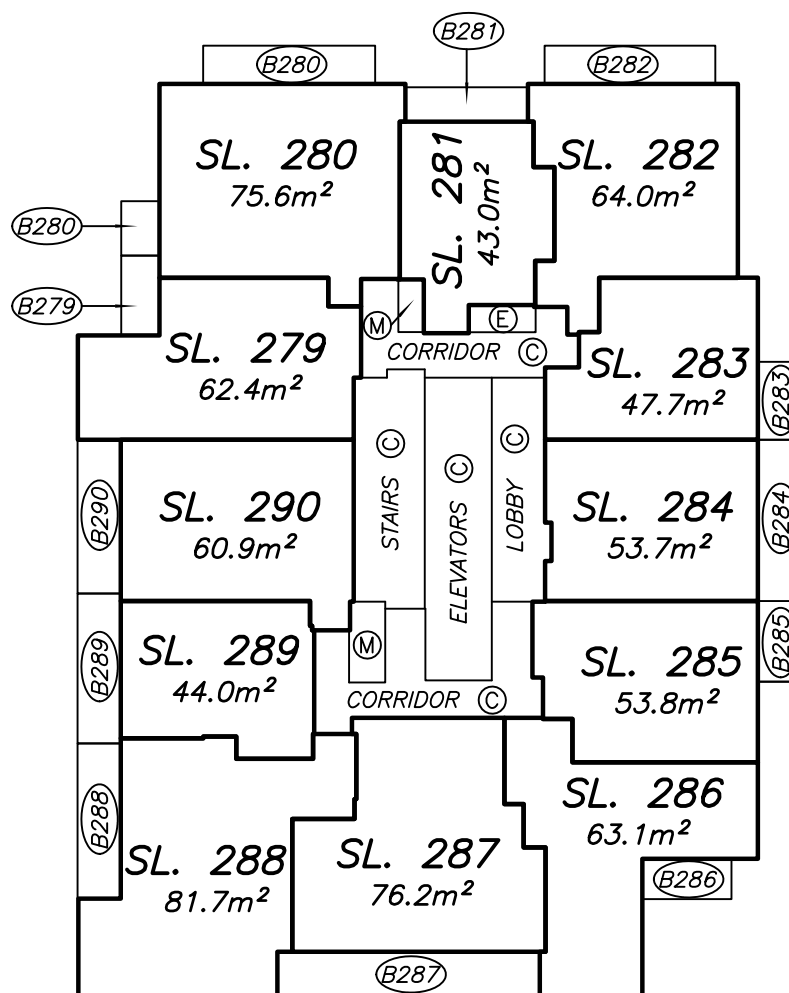
BENNETT LAND SURVEYING LTD.  
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# FLOOR PLANS



LEVEL 27

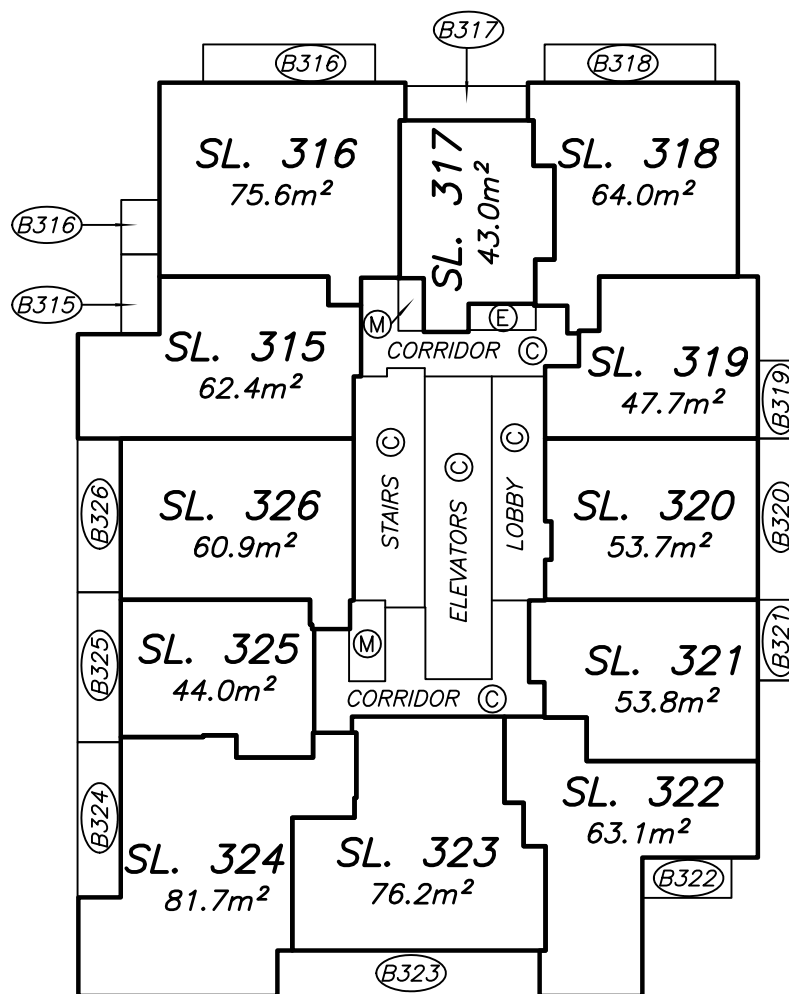
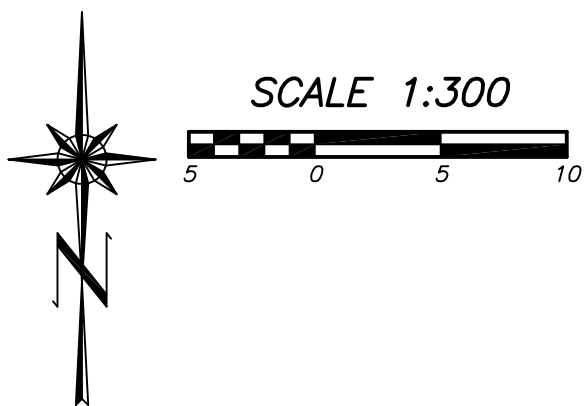


LEVEL 26

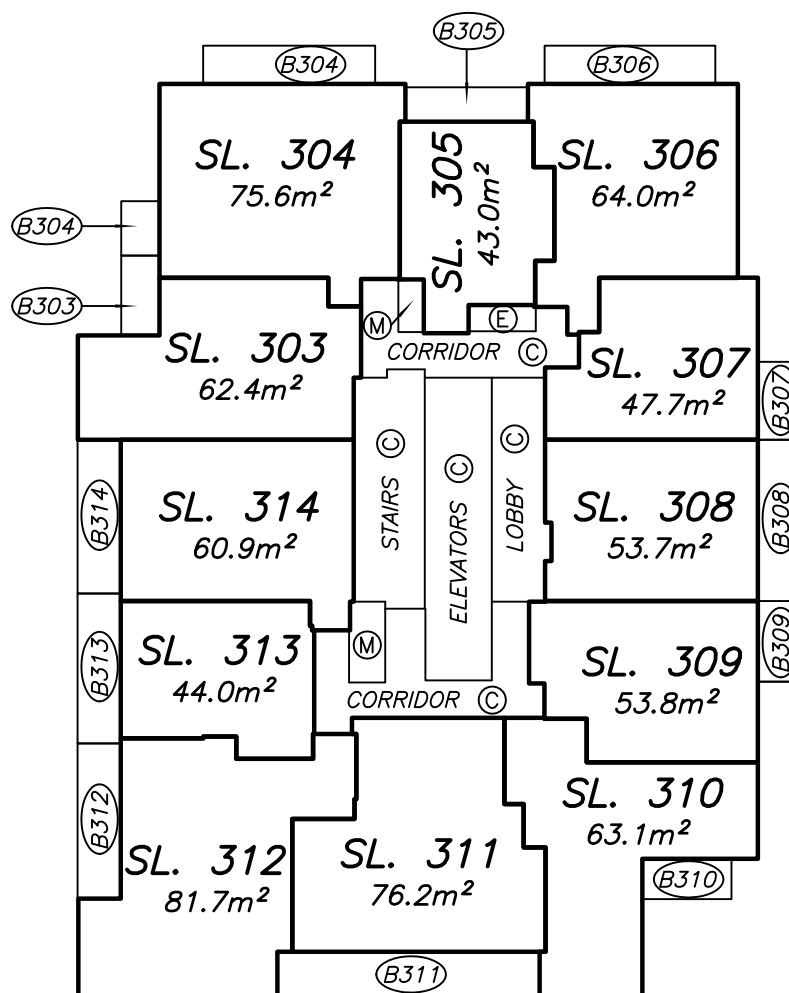
BENNETT LAND SURVEYING LTD.  
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 DATE : JUNE 17, 2022

# FLOOR PLANS



LEVEL 29



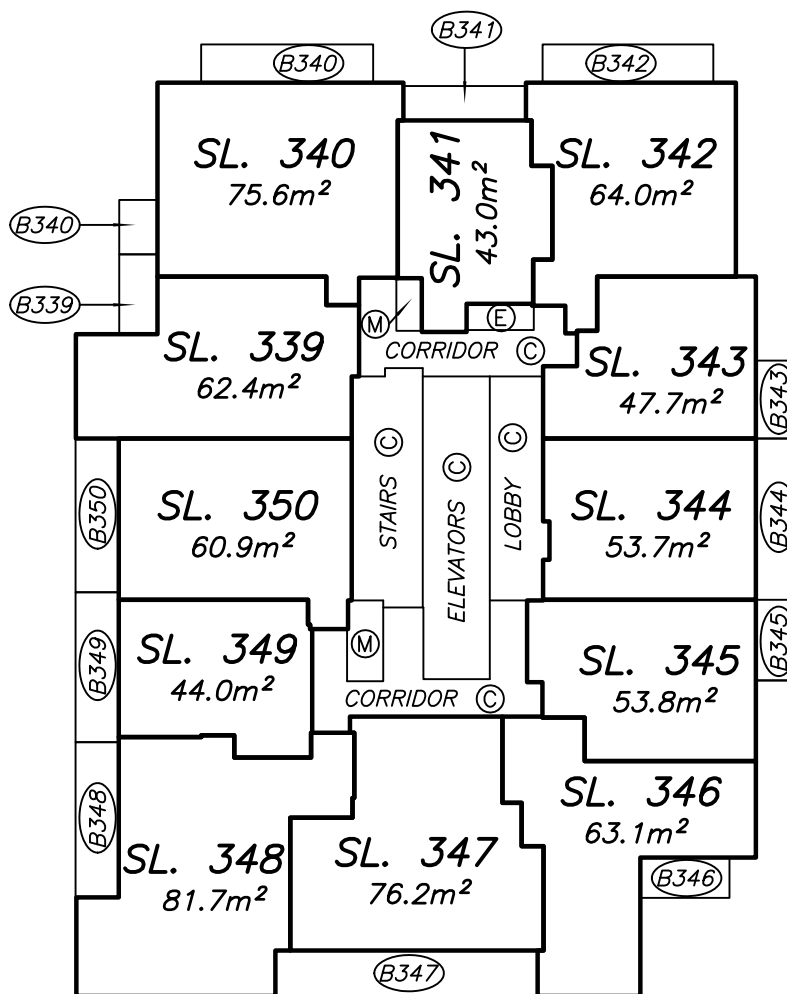
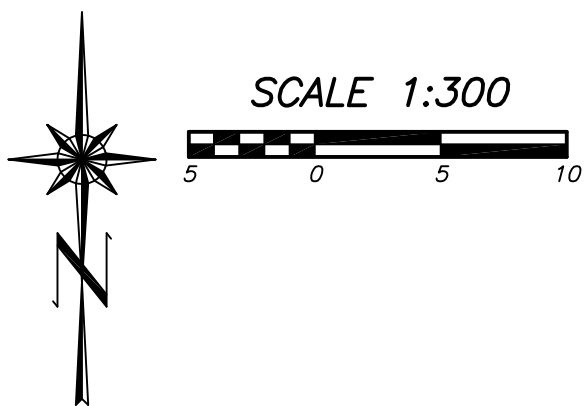
LEVEL 28

BENNETT LAND SURVEYING LTD.  
 B.C. & CANADA LAND SURVEYORS  
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 SURREY, B.C.  
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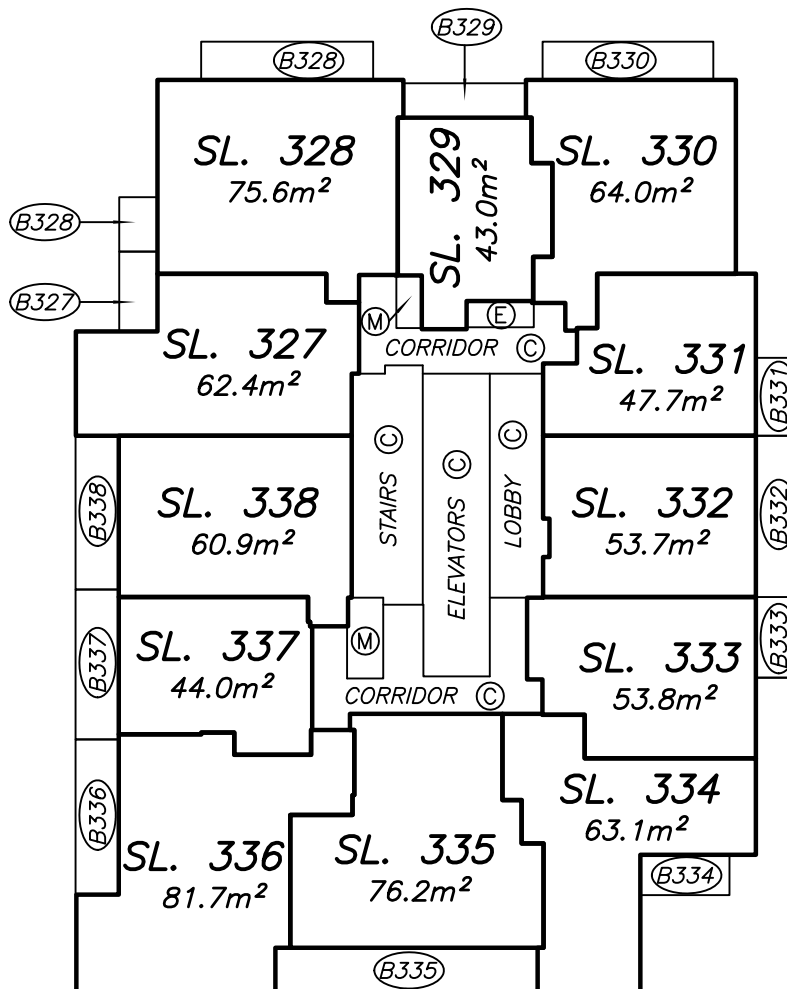
DRAWING # 30870-13 REVISION #4  
 FILE # 30870-13\_FP\_R4  
 DATE : JUNE 17, 2022



# FLOOR PLANS



LEVEL 31



LEVEL 30

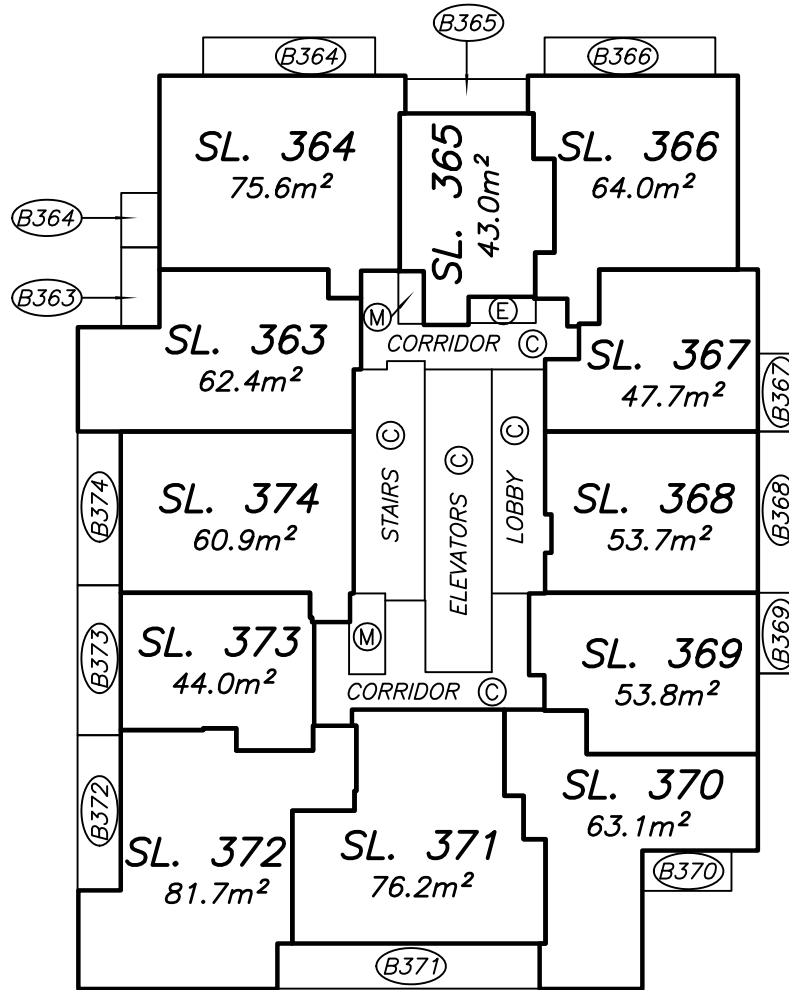
BENNETT LAND SURVEYING LTD.  
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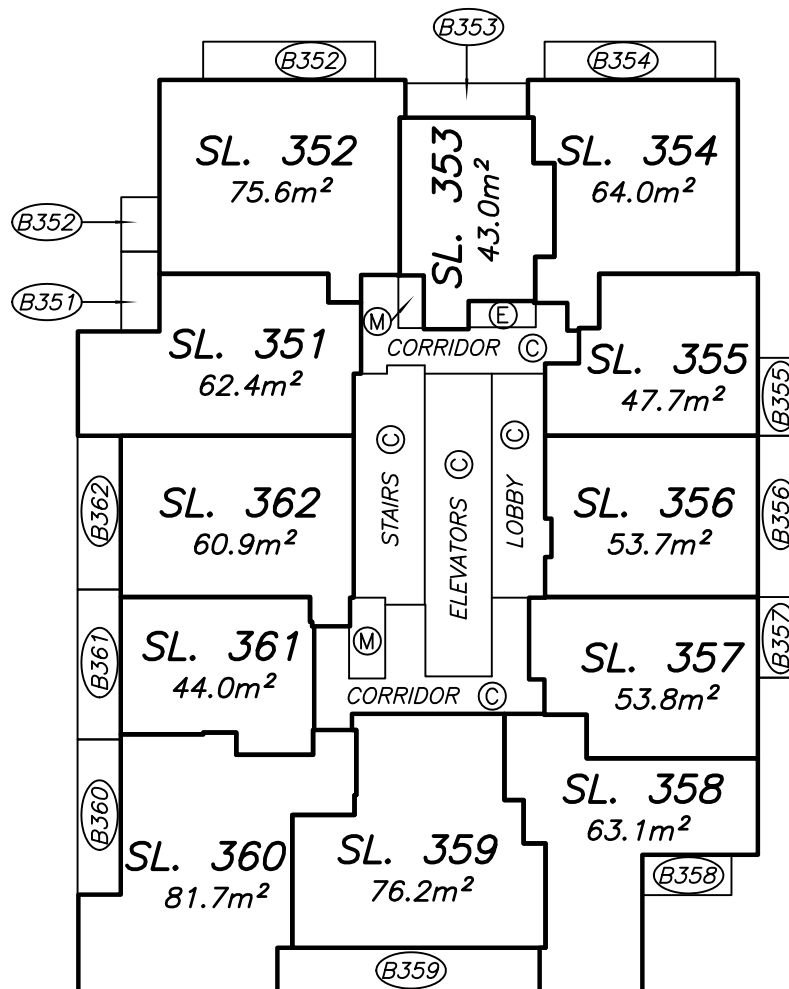
# FLOOR PLANS



SCALE 1:300



## LEVEL 33

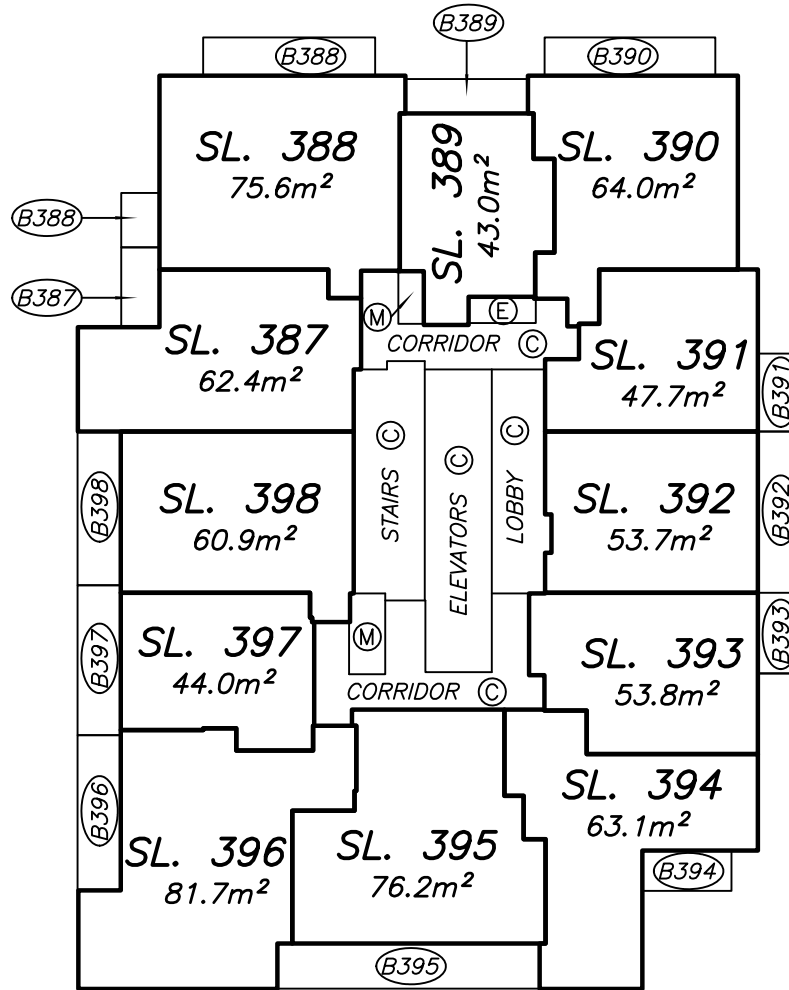
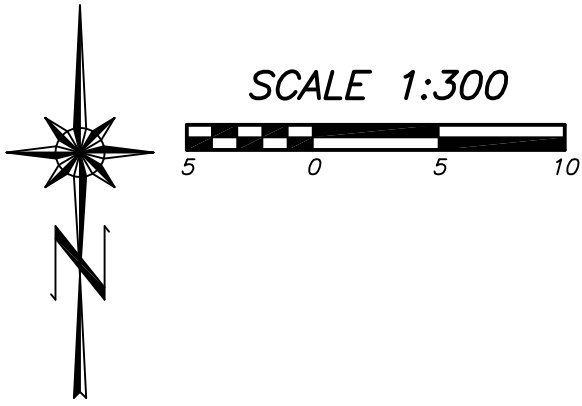


## LEVEL 32

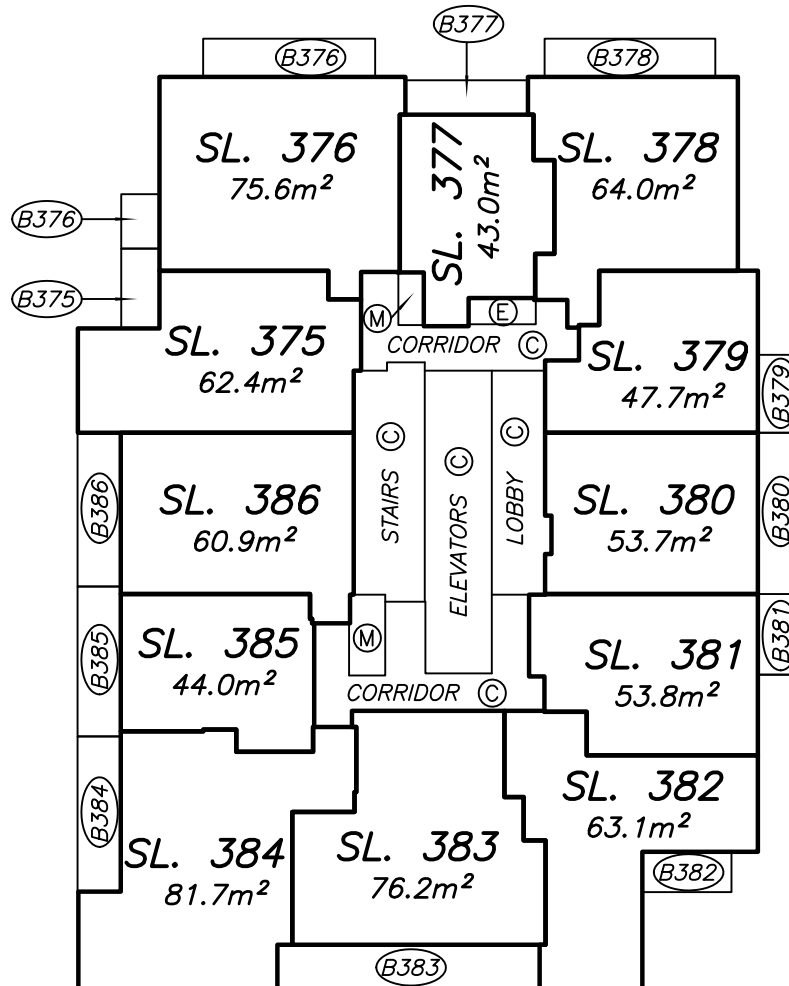
BENNETT LAND SURVEYING LTD.  
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 DATE : JUNE 17, 2022

# FLOOR PLANS



LEVEL 35



LEVEL 34

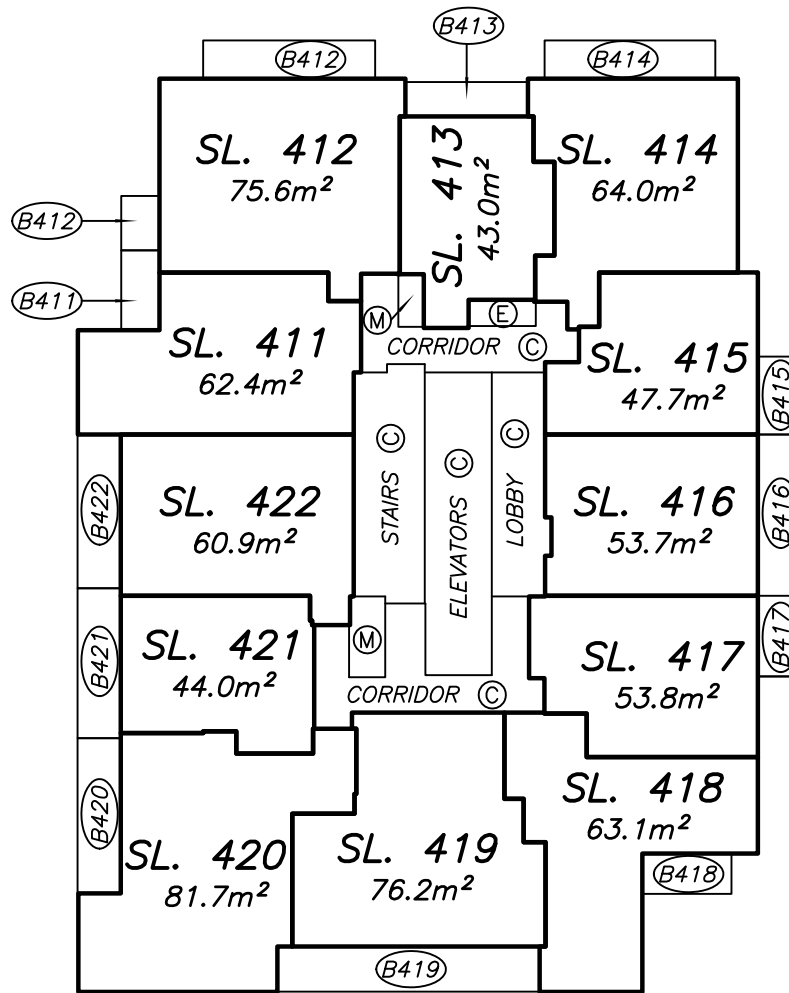
BENNETT LAND SURVEYING LTD.  
 B.C. & CANADA LAND SURVEYORS  
 #201-9547 152nd STREET,  
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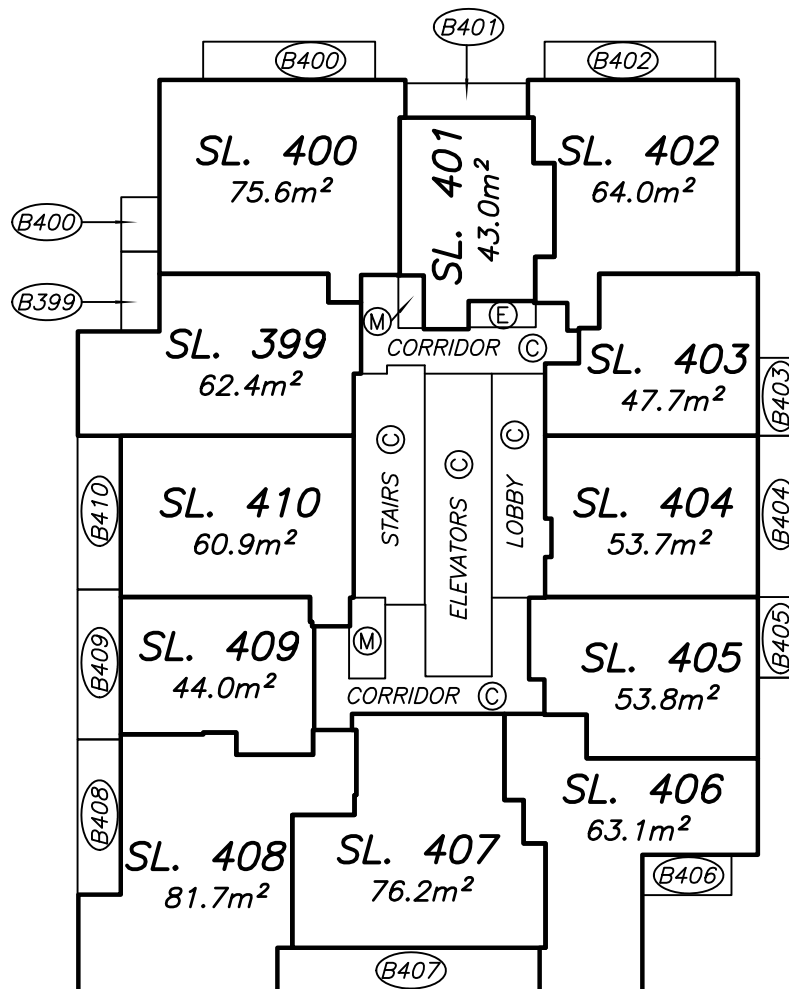
# FLOOR PLANS



SCALE 1:300



LEVEL 37

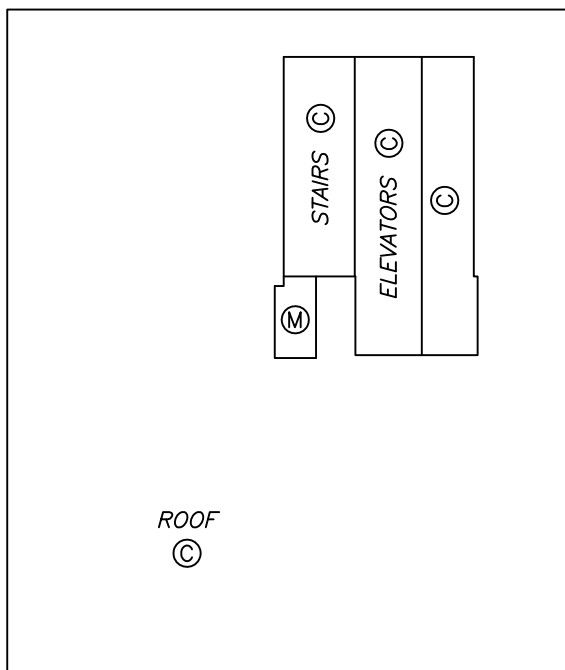
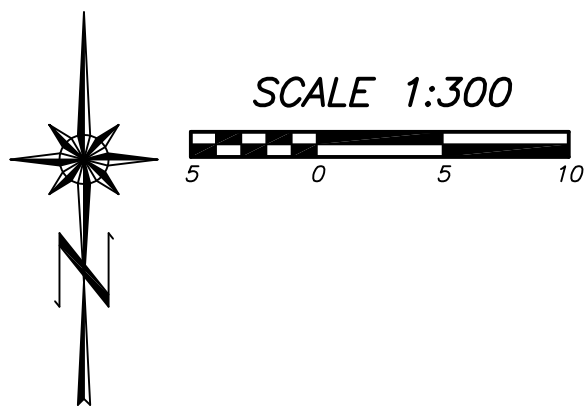


LEVEL 36

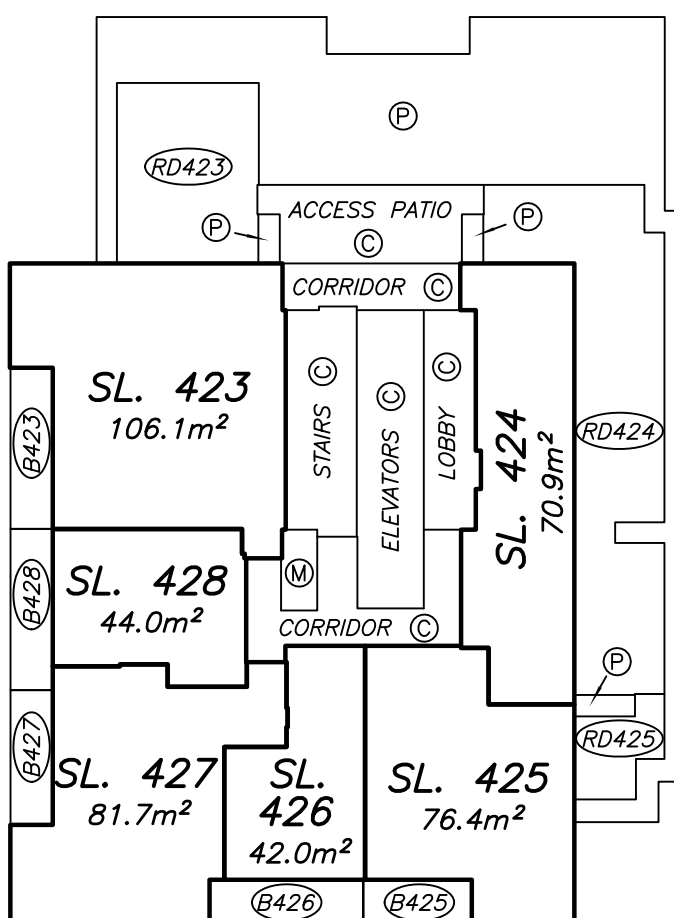
BENNETT LAND SURVEYING LTD.  
 B.C. & CANADA LAND SURVEYORS  
 #201-9547 152nd STREET,  
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DRAWING # 30870-13 REVISION #4  
 FILE # 30870-13\_FP\_R4  
 DATE : JUNE 17, 2022

# FLOOR PLANS



LEVEL 39 ROOF

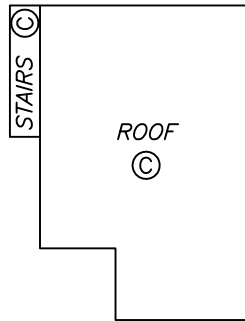
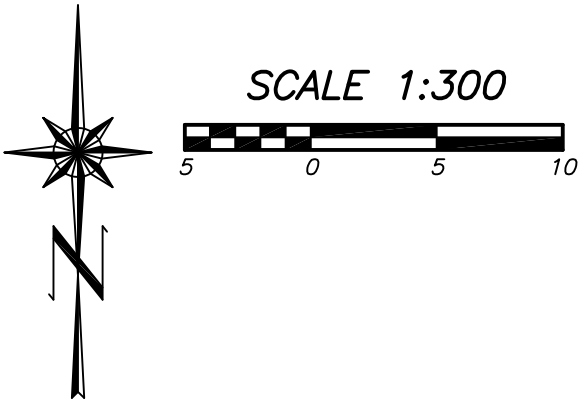


LEVEL 38

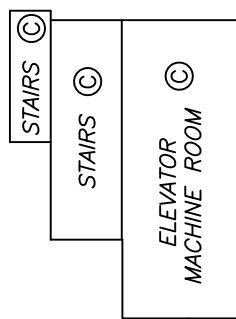
BENNETT LAND SURVEYING LTD.  
 B.C. & CANADA LAND SURVEYORS  
 #201-9547 152nd STREET,  
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# FLOOR PLANS



## UPPER ROOF LEVEL



## ELEVATOR MACHINE ROOM LEVEL

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**EXHIBIT "D"**

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

[See Attached]

*Strata Property Act*  
**Form V**  
**SCHEDULE OF UNIT ENTITLEMENT**  
*(Sections 245(a), 246, 264)*

Re: Strata Plan EPS7719, being a strata plan of

PID \_\_\_\_\_ Lot B, Section 22, Block 5 North, Range 2 West, New Westminster District,  
Plan EPP79101, Except Air Space Plan EPP \_\_\_\_\_

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

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

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

**Certificate of British Columbia Land Surveyor**

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

Date: \_\_\_\_\_  
\_\_\_\_\_

**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	7, 8	81.0	81	0.31
2	7, 8	80.8	81	0.31
3	7, 8	81.0	81	0.31
4	7, 8	83.8	84	0.32
5	7, 8, 9	85.7	86	0.32
6	7, 8, 9	84.1	84	0.32
7	7, 8, 9	84.1	84	0.32
8	7, 8, 9	84.4	84	0.32
9	9	40.6	41	0.15
10	9	40.5	41	0.15
11	9	40.5	41	0.15
12	9	41.8	42	0.16
13	9	57.3	57	0.22
14	9	53.8	54	0.20
15	9	64.2	64	0.24
16	10	62.4	62	0.23
17	10	75.6	76	0.29
18	10	42.9	43	0.16
19	10	64.0	64	0.24
20	10	47.8	48	0.18
21	10	53.7	54	0.20
22	10	53.8	54	0.20
23	10	64.3	64	0.24
24	10	83.0	83	0.31
25	10	43.9	44	0.17
26	10	60.9	61	0.23
27	11	62.4	62	0.23
28	11	75.6	76	0.29
29	11	42.9	43	0.16
30	11	64.0	64	0.24
31	11	47.7	48	0.18
32	11	53.7	54	0.20
33	11	53.8	54	0.20
34	11	63.1	63	0.24
35	11	76.3	76	0.29
36	11	81.6	82	0.31
37	11	43.9	44	0.17
38	11	60.9	61	0.23
39	12	62.4	62	0.23
40	12	75.6	76	0.29
41	12	42.9	43	0.16
42	12	64.0	64	0.24
43	12	47.7	48	0.18

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
44	12	53.7	54	0.20
45	12	53.8	54	0.20
46	12	63.1	63	0.24
47	12	76.3	76	0.29
48	12	81.6	82	0.31
49	12	43.9	44	0.17
50	12	60.9	61	0.23
51	12	62.4	62	0.23
52	12	75.6	76	0.29
53	12	42.9	43	0.16
54	12	64.0	64	0.24
55	12	47.7	48	0.18
56	12	53.7	54	0.20
57	12	53.8	54	0.20
58	12	63.1	63	0.24
59	12	76.3	76	0.29
60	12	81.6	82	0.31
61	12	44.0	44	0.17
62	12	60.9	61	0.23
63	13	62.4	62	0.23
64	13	75.6	76	0.29
65	13	42.9	43	0.16
66	13	64.0	64	0.24
67	13	47.7	48	0.18
68	13	53.7	54	0.20
69	13	53.8	54	0.20
70	13	63.1	63	0.24
71	13	76.3	76	0.29
72	13	81.6	82	0.31
73	13	44.0	44	0.17
74	13	60.9	61	0.23
75	13	62.4	62	0.23
76	13	75.6	76	0.29
77	13	42.9	43	0.16
78	13	64.0	64	0.24
79	13	47.7	48	0.18
80	13	53.7	54	0.20
81	13	53.8	54	0.20
82	13	63.1	63	0.24
83	13	76.2	76	0.29
84	13	81.7	82	0.31
85	13	44.0	44	0.17

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
86	13	60.9	61	0.23
87	14	62.4	62	0.23
88	14	75.6	76	0.29
89	14	42.9	43	0.16
90	14	64.0	64	0.24
91	14	47.7	48	0.18
92	14	53.7	54	0.20
93	14	53.8	54	0.20
94	14	63.1	63	0.24
95	14	76.2	76	0.29
96	14	81.7	82	0.31
97	14	44.0	44	0.17
98	14	60.9	61	0.23
99	14	62.4	62	0.23
100	14	75.6	76	0.29
101	14	42.9	43	0.16
102	14	64.0	64	0.24
103	14	47.7	48	0.18
104	14	53.7	54	0.20
105	14	53.8	54	0.20
106	14	63.1	63	0.24
107	14	76.2	76	0.29
108	14	81.7	82	0.31
109	14	44.0	44	0.17
110	14	60.9	61	0.23
111	15	62.4	62	0.23
112	15	75.6	76	0.29
113	15	43.0	43	0.16
114	15	64.0	64	0.24
115	15	47.7	48	0.18
116	15	53.7	54	0.20
117	15	53.8	54	0.20
118	15	63.1	63	0.24
119	15	76.2	76	0.29
120	15	81.7	82	0.31
121	15	44.0	44	0.17
122	15	60.9	61	0.23
123	15	62.4	62	0.23
124	15	75.6	76	0.29
125	15	42.9	43	0.16
126	15	64.0	64	0.24
127	15	47.7	48	0.18

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
128	15	53.7	54	0.20
129	15	53.8	54	0.20
130	15	63.1	63	0.24
131	15	76.2	76	0.29
132	15	81.7	82	0.31
133	15	44.0	44	0.17
134	15	60.9	61	0.23
135	16	62.4	62	0.23
136	16	75.6	76	0.29
137	16	42.9	43	0.16
138	16	64.0	64	0.24
139	16	47.7	48	0.18
140	16	53.7	54	0.20
141	16	53.8	54	0.20
142	16	63.1	63	0.24
143	16	76.2	76	0.29
144	16	81.7	82	0.31
145	16	44.0	44	0.17
146	16	60.9	61	0.23
147	16	62.4	62	0.23
148	16	75.6	76	0.29
149	16	43.0	43	0.16
150	16	64.0	64	0.24
151	16	47.7	48	0.18
152	16	53.7	54	0.20
153	16	53.8	54	0.20
154	16	63.1	63	0.24
155	16	76.2	76	0.29
156	16	81.7	82	0.31
157	16	44.0	44	0.17
158	16	60.9	61	0.23
159	17	62.4	62	0.23
160	17	75.6	76	0.29
161	17	42.9	43	0.16
162	17	64.0	64	0.24
163	17	47.7	48	0.18
164	17	53.7	54	0.20
165	17	53.8	54	0.20
166	17	63.1	63	0.24
167	17	76.2	76	0.29
168	17	81.7	82	0.31
169	17	44.0	44	0.17

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
170	17	60.9	61	0.23
171	17	62.4	62	0.23
172	17	75.6	76	0.29
173	17	43.0	43	0.16
174	17	64.0	64	0.24
175	17	47.7	48	0.18
176	17	53.7	54	0.20
177	17	53.8	54	0.20
178	17	63.1	63	0.24
179	17	76.2	76	0.29
180	17	81.7	82	0.31
181	17	44.0	44	0.17
182	17	60.9	61	0.23
183	18	62.4	62	0.23
184	18	75.6	76	0.29
185	18	42.9	43	0.16
186	18	64.0	64	0.24
187	18	47.7	48	0.18
188	18	53.7	54	0.20
189	18	53.8	54	0.20
190	18	61.3	61	0.23
191	18	76.2	76	0.29
192	18	81.7	82	0.31
193	18	44.0	44	0.17
194	18	60.9	61	0.23
195	18	62.4	62	0.23
196	18	75.6	76	0.29
197	18	43.0	43	0.16
198	18	64.0	64	0.24
199	18	47.7	48	0.18
200	18	53.7	54	0.20
201	18	53.8	54	0.20
202	18	63.1	63	0.24
203	18	76.2	76	0.29
204	18	81.7	82	0.31
205	18	44.0	44	0.17
206	18	60.9	61	0.23
207	19	62.4	62	0.23
208	19	75.6	76	0.29
209	19	43.0	43	0.16
210	19	64.0	64	0.24
211	19	47.7	48	0.18

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
212	19	53.7	54	0.20
213	19	53.8	54	0.20
214	19	63.1	63	0.24
215	19	76.2	76	0.29
216	19	81.7	82	0.31
217	19	44.0	44	0.17
218	19	60.9	61	0.23
219	19	62.4	62	0.23
220	19	75.6	76	0.29
221	19	43.0	43	0.16
222	19	64.0	64	0.24
223	19	47.7	48	0.18
224	19	53.7	54	0.20
225	19	53.8	54	0.20
226	19	63.1	63	0.24
227	19	76.2	76	0.29
228	19	81.7	82	0.31
229	19	44.0	44	0.17
230	19	60.9	61	0.23
231	20	62.4	62	0.23
232	20	75.6	76	0.29
233	20	43.0	43	0.16
234	20	64.0	64	0.24
235	20	47.7	48	0.18
236	20	53.7	54	0.20
237	20	53.8	54	0.20
238	20	63.1	63	0.24
239	20	76.2	76	0.29
240	20	81.7	82	0.31
241	20	44.0	44	0.17
242	20	60.9	61	0.23
243	20	62.4	62	0.23
244	20	75.6	76	0.29
245	20	43.0	43	0.16
246	20	64.0	64	0.24
247	20	47.7	48	0.18
248	20	53.7	54	0.20
249	20	53.8	54	0.20
250	20	63.1	63	0.24
251	20	76.2	76	0.29
252	20	81.7	82	0.31
253	20	44.0	44	0.17

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
254	20	60.9	61	0.23
255	21	62.4	62	0.23
256	21	75.6	76	0.29
257	21	43.0	43	0.16
258	21	64.0	64	0.24
259	21	47.7	48	0.18
260	21	53.7	54	0.20
261	21	53.8	54	0.20
262	21	63.1	63	0.24
263	21	76.2	76	0.29
264	21	81.7	82	0.31
265	21	44.0	44	0.17
266	21	60.9	61	0.23
267	21	62.4	62	0.23
268	21	75.6	76	0.29
269	21	43.0	43	0.16
270	21	64.0	64	0.24
271	21	47.7	48	0.18
272	21	53.7	54	0.20
273	21	53.8	54	0.20
274	21	63.1	63	0.24
275	21	76.2	76	0.29
276	21	81.7	82	0.31
277	21	44.0	44	0.17
278	21	60.9	61	0.23
279	22	62.4	62	0.23
280	22	75.6	76	0.29
281	22	43.0	43	0.16
282	22	64.0	64	0.24
283	22	47.7	48	0.18
284	22	53.7	54	0.20
285	22	53.8	54	0.20
286	22	63.1	63	0.24
287	22	76.2	76	0.29
288	22	81.7	82	0.31
289	22	44.0	44	0.17
290	22	60.9	61	0.23
291	22	62.4	62	0.23
292	22	75.6	76	0.29
293	22	43.0	43	0.16
294	22	64.0	64	0.24
295	22	47.7	48	0.18

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
296	22	53.7	54	0.20
297	22	53.8	54	0.20
298	22	63.1	63	0.24
299	22	76.2	76	0.29
300	22	81.7	82	0.31
301	22	44.0	44	0.17
302	22	60.9	61	0.23
303	23	62.4	62	0.23
304	23	75.6	76	0.29
305	23	43.0	43	0.16
306	23	64.0	64	0.24
307	23	47.7	48	0.18
308	23	53.7	54	0.20
309	23	53.8	54	0.20
310	23	63.1	63	0.24
311	23	76.2	76	0.29
312	23	81.7	82	0.31
313	23	44.0	44	0.17
314	23	60.9	61	0.23
315	23	62.4	62	0.23
316	23	75.6	76	0.29
317	23	43.0	43	0.16
318	23	64.0	64	0.24
319	23	47.7	48	0.18
320	23	53.7	54	0.20
321	23	53.8	54	0.20
322	23	63.1	63	0.24
323	23	76.2	76	0.29
324	23	81.7	82	0.31
325	23	44.0	44	0.17
326	23	60.9	61	0.23
327	24	62.4	62	0.23
328	24	75.6	76	0.29
329	24	43.0	43	0.16
330	24	64.0	64	0.24
331	24	47.7	48	0.18
332	24	53.7	54	0.20
333	24	53.8	54	0.20
334	24	63.1	63	0.24
335	24	76.2	76	0.29
336	24	81.7	82	0.31
337	24	44.0	44	0.17



Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
338	24	60.9	61	0.23
339	24	62.4	62	0.23
340	24	75.6	76	0.29
341	24	43.0	43	0.16
342	24	64.0	64	0.24
343	24	47.7	48	0.18
344	24	53.7	54	0.20
345	24	53.8	54	0.20
346	24	63.1	63	0.24
347	24	76.2	76	0.29
348	24	81.7	82	0.31
349	24	44.0	44	0.17
350	24	60.9	61	0.23
351	25	62.4	62	0.23
352	25	75.6	76	0.29
353	25	43.0	43	0.16
354	25	64.0	64	0.24
355	25	47.7	48	0.18
356	25	53.7	54	0.20
357	25	53.8	54	0.20
358	25	63.1	63	0.24
359	25	76.2	76	0.29
360	25	81.7	82	0.31
361	25	44.0	44	0.17
362	25	60.9	61	0.23
363	25	62.4	62	0.23
364	25	75.6	76	0.29
365	25	43.0	43	0.16
366	25	64.0	64	0.24
367	25	47.7	48	0.18
368	25	53.7	54	0.20
369	25	53.8	54	0.20
370	25	63.1	63	0.24
371	25	76.2	76	0.29
372	25	81.7	82	0.31
373	25	44.0	44	0.17
374	25	60.9	61	0.23
375	26	62.4	62	0.23
376	26	75.6	76	0.29
377	26	43.0	43	0.16
378	26	64.0	64	0.24
379	26	47.7	48	0.18

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
380	26	53.7	54	0.20
381	26	53.8	54	0.20
382	26	63.1	63	0.24
383	26	76.2	76	0.29
384	26	81.7	82	0.31
385	26	44.0	44	0.17
386	26	60.9	61	0.23
387	26	62.4	62	0.23
388	26	75.6	76	0.29
389	26	43.0	43	0.16
390	26	64.0	64	0.24
391	26	47.7	48	0.18
392	26	53.7	54	0.20
393	26	53.8	54	0.20
394	26	63.1	63	0.24
395	26	76.2	76	0.29
396	26	81.7	82	0.31
397	26	44.0	44	0.17
398	26	60.9	61	0.23
399	27	62.4	62	0.23
400	27	75.6	76	0.29
401	27	43.0	43	0.16
402	27	64.0	64	0.24
403	27	47.7	48	0.18
404	27	53.7	54	0.20
405	27	53.8	54	0.20
406	27	63.1	63	0.24
407	27	76.2	76	0.29
408	27	81.7	82	0.31
409	27	44.0	44	0.17
410	27	60.9	61	0.23
411	27	62.4	62	0.23
412	27	75.6	76	0.29
413	27	43.0	43	0.16
414	27	64.0	64	0.24
415	27	47.7	48	0.18
416	27	53.7	54	0.20
417	27	53.8	54	0.20
418	27	63.1	63	0.24
419	27	76.2	76	0.29
420	27	81.7	82	0.31
421	27	44.0	44	0.17

Strata Lot No.	Sheet No.	Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
422	27	60.9	61	0.23
423	28	106.1	106	0.40
424	28	70.9	71	0.27
425	28	76.4	76	0.29
426	28	42.0	42	0.16
427	28	81.7	82	0.31
428	28	44.0	44	0.17
429	7, 8, 9	137.6	138	0.52
430	7, 8, 9	137.6	138	0.52
431	7, 8, 9	153.2	153	0.58
Total number of lots: 431			Total unit entitlement: 26497	

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner Developer

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

**EXHIBIT "E"**

**ESTIMATED OPERATING BUDGETS – REVISED**

[See Attached]

**UNIVERSITY DISTRICT SOUTH**  
**SOUTH TOWER**  
**PROPOSED INTERIM OPERATING BUDGET**

<u>ACCOUNT</u>	<u>REVENUE</u>	<u>AMOUNT</u>
3310-000	Strata Fees	\$ 1,381,050.60
	CRF Allocation	\$ 60,429.95
	<b>Total Revenue</b>	<b>\$ 1,441,480.55</b>
	<b><u>OPERATING EXPENSES</u></b>	
	<b><u>CLEANING CONTRACTS</u></b>	
4110-000	Janitorial Contract	\$ 45,300.00
4130-000	Garbage/Recycling	\$ 39,000.00
4120-000	Window Cleaning	\$ 16,200.00
4530-000	Building Manager	\$ 49,800.00
	<b>TOTAL</b>	<b>\$ 150,300.00</b>
	<b><u>CLEANING OTHER</u></b>	
4210-000	Flooring/Carpeting	\$ 4,200.00
4240-000	Janitorial Supplies	\$ 3,600.00
4350-000	Dryer Vent Cleaning	\$ 15,000.00
	<b>TOTAL</b>	<b>\$ 22,800.00</b>
	<b><u>REPAIR AND MAINTENANCE</u></b>	
4510-000	Elevator Maintenance	\$ 42,000.00
4520-000	**** HVAC/Mechanical	\$ 15,000.00
4540-000	**** Fire and Life Safety	\$ 9,600.00
4540-100	**** Alarm Monitoring	\$ 4,860.00
4610-000	**** Electrical	\$ 1,800.00
4620-000	**** General	\$ 18,000.00
4640-000	Painting	\$ 4,890.00
4630-000	**** Plumbing	\$ 3,900.00
4740-100	Enterphone Lease	\$ 58,000.00
4780-500	**** Building Envelope	
	**** Inspection	
	**** Repairs & Maintenance	
	**** Pressure Washing	
4810-000	**** Maintenance Supplies	\$ 4,200.00
4820-100	**** Emergency Generator Service/Fuel	\$ 3,640.00
4820-300	Parking Lot Cleaning (43/57 Split)	\$ 5,985.00
4820-320	*** Auto Courtyard Maintenance (43/57 split)	\$ 2,052.00
4820-400	Parkade Gate (43/57 Split)	\$ 3,420.00
	<b>TOTAL</b>	<b>\$ 177,347.00</b>
	<b><u>UTILITIES</u></b>	
4910-000	Electricity	\$ 90,000.00
4920-000	**** Heating & Hot Water	\$ 172,500.00

4940-000		Water & Sewer	\$	98,400.00
4960-000		Enterphone/Intercom/Fobs	\$	2,450.00
		<b>TOTAL</b>	<b>\$</b>	<b>363,350.00</b>
<b>SERVICE CONTRACTS</b>				
5105-000	****	Irrigation System Maint.	\$	1,800.00
5110-000	****	Landscaping Contract	\$	15,000.00
5130-000	****	Pest Control	\$	3,900.00
5140-000	****	Snow Removal	\$	4,500.00
		<b>TOTAL</b>	<b>\$</b>	<b>25,200.00</b>
<b>OTHER</b>				
5210-000		Keys and Locks	\$	1,800.00
		<b>TOTAL</b>	<b>\$</b>	<b>1,800.00</b>
<b>ADMIN SERVICE CONTRACT</b>				
5410-000		Management Fees	\$	83,682.00
5420-000		Professional Fees / Appraisal	\$	1,860.00
5420-200		Legal	\$	900.00
		<b>TOTAL</b>	<b>\$</b>	<b>86,442.00</b>
<b>ADMIN OFFICE EXPENSES</b>				
5520-000		Postage	\$	3,600.00
5540-000		Telephone	\$	1,200.00
5550-100		Photocopier	\$	3,900.00
5560-000		Bank Service Charges	\$	360.00
5590-000		Sundry Operating Expenses	\$	1,800.00
		<b>TOTAL</b>	<b>\$</b>	<b>10,860.00</b>
<b>FIXED EXPENSES</b>				
5920-000	****	Building Insurance	<b>\$</b>	<b>370,500.00</b>
		<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>1,208,599.00</b>
9350-000	**	Contingency Reserve (5%)	\$	60,429.95
	*	Amenities Centre (43/57 split)	\$	177,438.49
Less:	****	CRU Recoverable (ASP)	\$	(4,986.89)
<b>TOTAL OPERATING BUDGET</b>			<b>\$</b>	<b>1,441,480.55</b>

\*NOTE: Cost sharing between South Tower Strata Corp and North Tower Strata Corp in respect of Shared Residential Amenities/Facilities will come into effect when the Shared Residential Amenities/Facilities are installed and operational

\*\*NOTE: In accordance with Section 12(3)(a) of the Strata Property Act, the Developer will contribute 5% of the Total Operating Expense into the Contingency Reserve Fund

\*\*\*NOTE: CRU Recoverable (ASP) from Commercial Component - to be apportioned between the North Tower Strata Corp and the South Tower Strata Corp (43/57 split) in respect of shared expenses for the Shared Project Facilities benefiting all components of the Project [Note: South Tower Strata Corporation may be required to collect and remit North Tower Strata Corporation's proportionate share of recovery from CRUs]

\*\*\*NOTE: CRU Recoverable (ASP) from Commercial Component - proportionate share of expenses to be shared between the South Tower Strata Corp and Commercial Component only (and as set out in the master air space agreement)

<b>UNIVERSITY DISTRICT SOUTH</b>	
<b>SHARED AMENITIES AND COMMON AREA EXPENSES</b>	
Elevator	\$ 7,500.00
Janitorial Contract	\$ 39,000.00
Janitorial and Maintenance Supplies	\$ 6,000.00
Fire Safety	\$ 2,400.00
Pool/Spa Maintenance Contract	\$ 7,500.00
Pool Chemicals	\$ 3,960.00
Gym Equipment Maintenance Contract	\$ 4,800.00
General Repairs and Maintenance	\$ 6,000.00
Security Contract	\$ 75,000.00
Concierge	\$ 79,536.00
Water Feature/Play Area Maintenance	\$ 3,600.00
***Public Art Feature Maintenance	\$ 1,500.00
E/V Charging Station	\$ 1,200.00
Electricity	\$ 12,000.00
Natural Gas	\$ 18,000.00
Water & Sewer	\$ 15,000.00
<b>OPERATING EXPENSE</b>	<b>\$ 282,996.00</b>
CRF Allocation (10%)	\$ 28,299.60
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 311,295.60</b>
*NOTE: Shared Amenities and Common Area Expenses are Allocated Based on Unit Entitlement	
<b>North Tower Unit Entitlement (43% X 311,295.60)</b>	<b>\$ 133,857.11</b>
<b>South Tower Unit Entitlement (57% X 311,295.60)</b>	<b>\$ 177,438.49</b>

**UNIVERSITY DISTRICT SOUTH**  
**SOUTH TOWER**  
PROPOSED 1st ANNUAL OPERATING BUDGET

<u>ACCOUNT</u>	<u>REVENUE</u>	<u>AMOUNT</u>
3310-000	Strata Fees	\$ 1,736,801.28
	CRF Allocation	\$ 156,651.20
	<b>Total Revenue</b>	<b>\$ 1,893,452.48</b>
<b><u>OPERATING EXPENSES</u></b>		
<b><u>CLEANING CONTRACTS</u></b>		
4110-000	Janitorial Contract	\$ 45,300.00
4130-000	Garbage/Recycling	\$ 51,750.00
4120-000	Window Cleaning	\$ 16,200.00
4530-000	Building Manager	\$ 49,800.00
	<b>TOTAL</b>	<b>\$ 163,050.00</b>
<b><u>CLEANING OTHER</u></b>		
4210-000	Flooring/Carpeting	\$ 9,690.00
4240-000	Janitorial Supplies	\$ 5,400.00
4350-000	Dryer Vent Cleaning	\$ 15,000.00
	<b>TOTAL</b>	<b>\$ 30,090.00</b>
<b><u>REPAIR AND MAINTENANCE</u></b>		
4510-000	Elevator Maintenance	\$ 42,000.00
4520-000	** HVAC/Mechanical	\$ 18,000.00
4540-000	** Fire and Life Safety	\$ 13,200.00
4540-100	** Alarm Monitoring	\$ 4,860.00
4610-000	** Electrical	\$ 3,000.00
4620-000	** General	\$ 32,400.00
4640-000	Painting	\$ 7,200.00
4630-000	** Plumbing	\$ 7,290.00
4740-100	Enterphone Lease	\$ 58,000.00
4780-500	** Building Envelope	
	** Inspection	\$ 18,000.00
	** Repairs & Maintenance	\$ 4,800.00
	** Pressure Washing	\$ 7,200.00
4810-000	** Maintenance Supplies	\$ 5,400.00
4820-100	** Emergency Generator Service/Fuel	\$ 4,200.00
4820-300	Parking Lot Cleaning (43/57 Split)	\$ 5,985.00
4820-320	* Auto Courtyard Maintenance (43/57 split)	\$ 2,052.00
4820-400	Parkade Gate (43/57 Split)	\$ 3,420.00
	<b>TOTAL</b>	<b>\$ 237,007.00</b>
<b><u>UTILITIES</u></b>		
4910-000	Electricity	\$ 120,000.00
4920-000	** Heating & Hot Water	\$ 376,213.00



4940-000		Water & Sewer	\$	120,000.00
4960-000		Enterphone/Intercom/Fobs	\$	3,600.00
		<b>TOTAL</b>	<b>\$</b>	<b>619,813.00</b>
<b>SERVICE CONTRACTS</b>				
5105-000	**	Irrigation System Maint.	\$	3,600.00
5110-000	**	Landscaping Contract	\$	24,000.00
5130-000	**	Pest Control	\$	5,400.00
5140-000	**	Snow Removal	\$	6,900.00
		<b>TOTAL</b>	<b>\$</b>	<b>39,900.00</b>
<b>OTHER</b>				
5210-000		Keys and Locks	\$	3,000.00
		<b>TOTAL</b>	<b>\$</b>	<b>3,000.00</b>
<b>ADMIN SERVICE CONTRACT</b>				
5410-000		Management Fees	\$	83,682.00
5420-000		Professional Fees / Appraisal	\$	3,600.00
5420-200		Legal	\$	1,800.00
		<b>TOTAL</b>	<b>\$</b>	<b>89,082.00</b>
<b>ADMIN OFFICE EXPENSES</b>				
5520-000		Postage	\$	3,900.00
5540-000		Telephone	\$	1,800.00
5550-100		Photocopier	\$	4,920.00
5560-000		Bank Service Charges	\$	450.00
5590-000		Sundry Operating Expenses	\$	3,000.00
		<b>TOTAL</b>	<b>\$</b>	<b>14,070.00</b>
<b>FIXED EXPENSES</b>				
5920-000	**	Building Insurance	<b>\$</b>	<b>370,500.00</b>
		<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>1,566,512.00</b>
9350-000		Contingency Reserve (10%)	\$	156,651.20
		Amenities (43/57 Split)	\$	177,438.49
Less:	**	CRU Recoverable Portion (ASP)	\$	(7,149.21)
<b>TOTAL OPERATING BUDGET</b>			<b>\$</b>	<b>1,893,452.48</b>

\*NOTE: CRU Recoverable (ASP) from Commercial Component - to be apportioned between the North Tower Strata Corp and the South Tower Strata Corp (43/57 split) in respect of shared expenses for the Shared Project Facilities benefiting all components of the Project [Note: South Tower Strata Corporation may be required to collect and remit North Tower Strata Corporation's proportionate share of recovery from CRUs]

**\*\*NOTE:** CRU Recoverable (ASP) from Commercial Component - proportionate share of expenses to be shared between the South Tower Strata Corp and Commercial Component only (and as set out in the master air space agreement)

<b>UNIVERSITY DISTRICT SOUTH</b>	
<b>SHARED AMENITIES AND COMMON AREA EXPENSES</b>	
Elevator	\$ 7,500.00
Janitorial Contract	\$ 39,000.00
Janitorial and Maintenance Supplies	\$ 6,000.00
Fire Safety	\$ 2,400.00
Pool/Spa Maintenance Contract	\$ 7,500.00
Pool Chemicals	\$ 3,960.00
Gym Equipment Maintenance Contract	\$ 4,800.00
General Repairs and Maintenance	\$ 6,000.00
Security Contract	\$ 75,000.00
Concierge	\$ 79,536.00
Water Feature/Play Area Maintenance	\$ 3,600.00
**Public Art Feature Maintenance	\$ 1,500.00
E/V Charging Station	\$ 1,200.00
Electricity	\$ 12,000.00
Natural Gas	\$ 18,000.00
Water & Sewer	\$ 15,000.00
<b>OPERATING EXPENSE</b>	<b>\$ 282,996.00</b>
CRF Allocation (10%)	\$ 28,299.60
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 311,295.60</b>
*NOTE: Shared Amenities and Common Area Expenses are Allocated Based on Unit Entitlement	
<b>North Tower Unit Entitlement (43% X 311,295.60)</b>	<b>\$ 133,857.11</b>
<b>South Tower Unit Entitlement (57% X 311,295.60)</b>	<b>\$ 177,438.49</b>

**SCHEDULE A TO  
EXHIBIT "E"**

**Excerpt from District Energy System By-law, 2012, No. 17667,  
as amended by By-law Nos. 18391, 02/02/15; 18574, 12/14/15; 18603, 12/14/15;  
18966, 12/19/16; 19413, 12/18/17; 19587, 07/23/18; 19725, 12/19/18;  
19969, 12/16/19; 20494, 12/24/21**

**Schedule C - Charges**

**Part 1 – Levy**

	<b>Levy</b>
<u>Class 1</u> Residential and mixed-use buildings where the non-residential portion of the building does not exceed 20% of the building area.	\$0.01914 per square metre of the building area per day
<u>Class 2</u> Any building where the non-residential portion of the building exceeds 20% of the building area.	\$0.27422 per kilowatt of peak heat energy demand per day

**Part 2 – Charge**

Charge	\$56.54 per megawatt-hour of heat energy
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**EXHIBIT "F"**

**ESTIMATED MONTHLY MAINTENANCE FEES PER STRATA LOT – REVISED**

[See Attached]

## University District South

### South Tower

#### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
TH 1	1	81	\$ 352.28	\$ 15.41	\$ 367.69
TH 2	2	81	\$ 352.28	\$ 15.41	\$ 367.69
TH 3	3	81	\$ 352.28	\$ 15.41	\$ 367.69
TH 4	4	84	\$ 365.33	\$ 15.99	\$ 381.32
TH 5	5	86	\$ 374.03	\$ 16.37	\$ 390.40
TH 6	6	84	\$ 365.33	\$ 15.99	\$ 381.32
TH 7	7	84	\$ 365.33	\$ 15.99	\$ 381.32
TH 8	8	84	\$ 365.33	\$ 15.99	\$ 381.32
307	9	41	\$ 178.32	\$ 7.80	\$ 186.12
306	10	41	\$ 178.32	\$ 7.80	\$ 186.12
305	11	41	\$ 178.32	\$ 7.80	\$ 186.12
304	12	42	\$ 182.66	\$ 7.99	\$ 190.65
301	13	57	\$ 247.90	\$ 10.85	\$ 258.75
302	14	54	\$ 234.85	\$ 10.28	\$ 245.13
303	15	64	\$ 278.35	\$ 12.18	\$ 290.53
401	16	63	\$ 274.00	\$ 11.99	\$ 285.99
402	17	75	\$ 326.19	\$ 14.27	\$ 340.46
403	18	43	\$ 187.01	\$ 8.18	\$ 195.19
404	19	64	\$ 278.35	\$ 12.18	\$ 290.53
405	20	48	\$ 208.76	\$ 9.13	\$ 217.89
406	21	54	\$ 234.85	\$ 10.28	\$ 245.13
407	22	54	\$ 234.85	\$ 10.28	\$ 245.13
408	23	64	\$ 278.35	\$ 12.18	\$ 290.53
409	24	83	\$ 360.98	\$ 15.80	\$ 376.78
410	25	44	\$ 191.36	\$ 8.37	\$ 199.73
411	26	61	\$ 265.30	\$ 11.61	\$ 276.91
501	27	63	\$ 274.00	\$ 11.99	\$ 285.99
502	28	75	\$ 326.19	\$ 14.27	\$ 340.46
503	29	43	\$ 187.01	\$ 8.18	\$ 195.19
504	30	64	\$ 278.35	\$ 12.18	\$ 290.53
505	31	48	\$ 208.76	\$ 9.13	\$ 217.89
506	32	54	\$ 234.85	\$ 10.28	\$ 245.13
507	33	54	\$ 234.85	\$ 10.28	\$ 245.13
508	34	63	\$ 274.00	\$ 11.99	\$ 285.99
509	35	76	\$ 330.54	\$ 14.46	\$ 345.00
510	36	81	\$ 352.28	\$ 15.41	\$ 367.69

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
511	37	44	\$ 191.36	\$ 8.37	\$ 199.73
512	38	61	\$ 265.30	\$ 11.61	\$ 276.91
601	39	63	\$ 274.00	\$ 11.99	\$ 285.99
602	40	75	\$ 326.19	\$ 14.27	\$ 340.46
603	41	43	\$ 187.01	\$ 8.18	\$ 195.19
604	42	64	\$ 278.35	\$ 12.18	\$ 290.53
605	43	48	\$ 208.76	\$ 9.13	\$ 217.89
606	44	54	\$ 234.85	\$ 10.28	\$ 245.13
607	45	54	\$ 234.85	\$ 10.28	\$ 245.13
608	46	63	\$ 274.00	\$ 11.99	\$ 285.99
609	47	76	\$ 330.54	\$ 14.46	\$ 345.00
610	48	81	\$ 352.28	\$ 15.41	\$ 367.69
611	49	44	\$ 191.36	\$ 8.37	\$ 199.73
612	50	61	\$ 265.30	\$ 11.61	\$ 276.91
701	51	63	\$ 274.00	\$ 11.99	\$ 285.99
702	52	75	\$ 326.19	\$ 14.27	\$ 340.46
703	53	43	\$ 187.01	\$ 8.18	\$ 195.19
704	54	64	\$ 278.35	\$ 12.18	\$ 290.53
705	55	48	\$ 208.76	\$ 9.13	\$ 217.89
706	56	54	\$ 234.85	\$ 10.28	\$ 245.13
707	57	54	\$ 234.85	\$ 10.28	\$ 245.13
708	58	63	\$ 274.00	\$ 11.99	\$ 285.99
709	59	76	\$ 330.54	\$ 14.46	\$ 345.00
710	60	81	\$ 352.28	\$ 15.41	\$ 367.69
711	61	44	\$ 191.36	\$ 8.37	\$ 199.73
712	62	61	\$ 265.30	\$ 11.61	\$ 276.91
801	63	63	\$ 274.00	\$ 11.99	\$ 285.99
802	64	75	\$ 326.19	\$ 14.27	\$ 340.46
803	65	43	\$ 187.01	\$ 8.18	\$ 195.19
804	66	64	\$ 278.35	\$ 12.18	\$ 290.53
805	67	48	\$ 208.76	\$ 9.13	\$ 217.89
806	68	54	\$ 234.85	\$ 10.28	\$ 245.13
807	69	54	\$ 234.85	\$ 10.28	\$ 245.13
808	70	63	\$ 274.00	\$ 11.99	\$ 285.99
809	71	76	\$ 330.54	\$ 14.46	\$ 345.00
810	72	81	\$ 352.28	\$ 15.41	\$ 367.69

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
811	73	44	\$ 191.36	\$ 8.37	\$ 199.73
812	74	61	\$ 265.30	\$ 11.61	\$ 276.91
901	75	63	\$ 274.00	\$ 11.99	\$ 285.99
902	76	75	\$ 326.19	\$ 14.27	\$ 340.46
903	77	43	\$ 187.01	\$ 8.18	\$ 195.19
904	78	64	\$ 278.35	\$ 12.18	\$ 290.53
905	79	48	\$ 208.76	\$ 9.13	\$ 217.89
906	80	54	\$ 234.85	\$ 10.28	\$ 245.13
907	81	54	\$ 234.85	\$ 10.28	\$ 245.13
908	82	63	\$ 274.00	\$ 11.99	\$ 285.99
909	83	76	\$ 330.54	\$ 14.46	\$ 345.00
910	84	81	\$ 352.28	\$ 15.41	\$ 367.69
911	85	44	\$ 191.36	\$ 8.37	\$ 199.73
912	86	61	\$ 265.30	\$ 11.61	\$ 276.91
1001	87	63	\$ 274.00	\$ 11.99	\$ 285.99
1002	88	75	\$ 326.19	\$ 14.27	\$ 340.46
1003	89	43	\$ 187.01	\$ 8.18	\$ 195.19
1004	90	64	\$ 278.35	\$ 12.18	\$ 290.53
1005	91	48	\$ 208.76	\$ 9.13	\$ 217.89
1006	92	54	\$ 234.85	\$ 10.28	\$ 245.13
1007	93	54	\$ 234.85	\$ 10.28	\$ 245.13
1008	94	63	\$ 274.00	\$ 11.99	\$ 285.99
1009	95	76	\$ 330.54	\$ 14.46	\$ 345.00
1010	96	81	\$ 352.28	\$ 15.41	\$ 367.69
1011	97	44	\$ 191.36	\$ 8.37	\$ 199.73
1012	98	61	\$ 265.30	\$ 11.61	\$ 276.91
1101	99	63	\$ 274.00	\$ 11.99	\$ 285.99
1102	100	75	\$ 326.19	\$ 14.27	\$ 340.46
1103	101	43	\$ 187.01	\$ 8.18	\$ 195.19
1104	102	64	\$ 278.35	\$ 12.18	\$ 290.53
1105	103	48	\$ 208.76	\$ 9.13	\$ 217.89
1106	104	54	\$ 234.85	\$ 10.28	\$ 245.13
1107	105	54	\$ 234.85	\$ 10.28	\$ 245.13
1108	106	63	\$ 274.00	\$ 11.99	\$ 285.99
1109	107	76	\$ 330.54	\$ 14.46	\$ 345.00
1110	108	81	\$ 352.28	\$ 15.41	\$ 367.69

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1111	109	44	\$ 191.36	\$ 8.37	\$ 199.73
1112	110	61	\$ 265.30	\$ 11.61	\$ 276.91
1201	111	63	\$ 274.00	\$ 11.99	\$ 285.99
1202	112	75	\$ 326.19	\$ 14.27	\$ 340.46
1203	113	43	\$ 187.01	\$ 8.18	\$ 195.19
1204	114	64	\$ 278.35	\$ 12.18	\$ 290.53
1205	115	48	\$ 208.76	\$ 9.13	\$ 217.89
1206	116	54	\$ 234.85	\$ 10.28	\$ 245.13
1207	117	54	\$ 234.85	\$ 10.28	\$ 245.13
1208	118	63	\$ 274.00	\$ 11.99	\$ 285.99
1209	119	76	\$ 330.54	\$ 14.46	\$ 345.00
1210	120	81	\$ 352.28	\$ 15.41	\$ 367.69
1211	121	44	\$ 191.36	\$ 8.37	\$ 199.73
1212	122	61	\$ 265.30	\$ 11.61	\$ 276.91
1301	123	63	\$ 274.00	\$ 11.99	\$ 285.99
1302	124	75	\$ 326.19	\$ 14.27	\$ 340.46
1303	125	43	\$ 187.01	\$ 8.18	\$ 195.19
1304	126	64	\$ 278.35	\$ 12.18	\$ 290.53
1305	127	48	\$ 208.76	\$ 9.13	\$ 217.89
1306	128	54	\$ 234.85	\$ 10.28	\$ 245.13
1307	129	54	\$ 234.85	\$ 10.28	\$ 245.13
1308	130	63	\$ 274.00	\$ 11.99	\$ 285.99
1309	131	76	\$ 330.54	\$ 14.46	\$ 345.00
1310	132	81	\$ 352.28	\$ 15.41	\$ 367.69
1311	133	44	\$ 191.36	\$ 8.37	\$ 199.73
1312	134	61	\$ 265.30	\$ 11.61	\$ 276.91
1401	135	63	\$ 274.00	\$ 11.99	\$ 285.99
1402	136	75	\$ 326.19	\$ 14.27	\$ 340.46
1403	137	43	\$ 187.01	\$ 8.18	\$ 195.19
1404	138	64	\$ 278.35	\$ 12.18	\$ 290.53
1405	139	48	\$ 208.76	\$ 9.13	\$ 217.89
1406	140	54	\$ 234.85	\$ 10.28	\$ 245.13
1407	141	54	\$ 234.85	\$ 10.28	\$ 245.13
1408	142	63	\$ 274.00	\$ 11.99	\$ 285.99
1409	143	76	\$ 330.54	\$ 14.46	\$ 345.00
1410	144	81	\$ 352.28	\$ 15.41	\$ 367.69



# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1411	145	44	\$ 191.36	\$ 8.37	\$ 199.73
1412	146	61	\$ 265.30	\$ 11.61	\$ 276.91
1501	147	63	\$ 274.00	\$ 11.99	\$ 285.99
1502	148	75	\$ 326.19	\$ 14.27	\$ 340.46
1503	149	43	\$ 187.01	\$ 8.18	\$ 195.19
1504	150	64	\$ 278.35	\$ 12.18	\$ 290.53
1505	151	48	\$ 208.76	\$ 9.13	\$ 217.89
1506	152	54	\$ 234.85	\$ 10.28	\$ 245.13
1507	153	54	\$ 234.85	\$ 10.28	\$ 245.13
1508	154	63	\$ 274.00	\$ 11.99	\$ 285.99
1509	155	76	\$ 330.54	\$ 14.46	\$ 345.00
1510	156	81	\$ 352.28	\$ 15.41	\$ 367.69
1511	157	44	\$ 191.36	\$ 8.37	\$ 199.73
1512	158	61	\$ 265.30	\$ 11.61	\$ 276.91
1601	159	63	\$ 274.00	\$ 11.99	\$ 285.99
1602	160	75	\$ 326.19	\$ 14.27	\$ 340.46
1603	161	43	\$ 187.01	\$ 8.18	\$ 195.19
1604	162	64	\$ 278.35	\$ 12.18	\$ 290.53
1605	163	48	\$ 208.76	\$ 9.13	\$ 217.89
1606	164	54	\$ 234.85	\$ 10.28	\$ 245.13
1607	165	54	\$ 234.85	\$ 10.28	\$ 245.13
1608	166	63	\$ 274.00	\$ 11.99	\$ 285.99
1609	167	76	\$ 330.54	\$ 14.46	\$ 345.00
1610	168	81	\$ 352.28	\$ 15.41	\$ 367.69
1611	169	44	\$ 191.36	\$ 8.37	\$ 199.73
1612	170	61	\$ 265.30	\$ 11.61	\$ 276.91
1701	171	63	\$ 274.00	\$ 11.99	\$ 285.99
1702	172	75	\$ 326.19	\$ 14.27	\$ 340.46
1703	173	43	\$ 187.01	\$ 8.18	\$ 195.19
1704	174	64	\$ 278.35	\$ 12.18	\$ 290.53
1705	175	48	\$ 208.76	\$ 9.13	\$ 217.89
1706	176	54	\$ 234.85	\$ 10.28	\$ 245.13
1707	177	54	\$ 234.85	\$ 10.28	\$ 245.13
1708	178	63	\$ 274.00	\$ 11.99	\$ 285.99
1709	179	76	\$ 330.54	\$ 14.46	\$ 345.00
1710	180	81	\$ 352.28	\$ 15.41	\$ 367.69

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1711	181	44	\$ 191.36	\$ 8.37	\$ 199.73
1712	182	61	\$ 265.30	\$ 11.61	\$ 276.91
1801	183	63	\$ 274.00	\$ 11.99	\$ 285.99
1802	184	75	\$ 326.19	\$ 14.27	\$ 340.46
1803	185	43	\$ 187.01	\$ 8.18	\$ 195.19
1804	186	64	\$ 278.35	\$ 12.18	\$ 290.53
1805	187	48	\$ 208.76	\$ 9.13	\$ 217.89
1806	188	54	\$ 234.85	\$ 10.28	\$ 245.13
1807	189	54	\$ 234.85	\$ 10.28	\$ 245.13
1808	190	63	\$ 274.00	\$ 11.99	\$ 285.99
1809	191	76	\$ 330.54	\$ 14.46	\$ 345.00
1810	192	81	\$ 352.28	\$ 15.41	\$ 367.69
1811	193	44	\$ 191.36	\$ 8.37	\$ 199.73
1812	194	61	\$ 265.30	\$ 11.61	\$ 276.91
1901	195	63	\$ 274.00	\$ 11.99	\$ 285.99
1902	196	75	\$ 326.19	\$ 14.27	\$ 340.46
1903	197	43	\$ 187.01	\$ 8.18	\$ 195.19
1904	198	64	\$ 278.35	\$ 12.18	\$ 290.53
1905	199	48	\$ 208.76	\$ 9.13	\$ 217.89
1906	200	54	\$ 234.85	\$ 10.28	\$ 245.13
1907	201	54	\$ 234.85	\$ 10.28	\$ 245.13
1908	202	63	\$ 274.00	\$ 11.99	\$ 285.99
1909	203	76	\$ 330.54	\$ 14.46	\$ 345.00
1910	204	81	\$ 352.28	\$ 15.41	\$ 367.69
1911	205	44	\$ 191.36	\$ 8.37	\$ 199.73
1912	206	61	\$ 265.30	\$ 11.61	\$ 276.91
2001	207	63	\$ 274.00	\$ 11.99	\$ 285.99
2002	208	75	\$ 326.19	\$ 14.27	\$ 340.46
2003	209	43	\$ 187.01	\$ 8.18	\$ 195.19
2004	210	64	\$ 278.35	\$ 12.18	\$ 290.53
2005	211	48	\$ 208.76	\$ 9.13	\$ 217.89
2006	212	54	\$ 234.85	\$ 10.28	\$ 245.13
2007	213	54	\$ 234.85	\$ 10.28	\$ 245.13
2008	214	63	\$ 274.00	\$ 11.99	\$ 285.99
2009	215	76	\$ 330.54	\$ 14.46	\$ 345.00
2010	216	81	\$ 352.28	\$ 15.41	\$ 367.69

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2011	217	44	\$ 191.36	\$ 8.37	\$ 199.73
2012	218	61	\$ 265.30	\$ 11.61	\$ 276.91
2101	219	63	\$ 274.00	\$ 11.99	\$ 285.99
2102	220	75	\$ 326.19	\$ 14.27	\$ 340.46
2103	221	43	\$ 187.01	\$ 8.18	\$ 195.19
2104	222	64	\$ 278.35	\$ 12.18	\$ 290.53
2105	223	48	\$ 208.76	\$ 9.13	\$ 217.89
2106	224	54	\$ 234.85	\$ 10.28	\$ 245.13
2107	225	54	\$ 234.85	\$ 10.28	\$ 245.13
2108	226	63	\$ 274.00	\$ 11.99	\$ 285.99
2109	227	76	\$ 330.54	\$ 14.46	\$ 345.00
2110	228	81	\$ 352.28	\$ 15.41	\$ 367.69
2111	229	44	\$ 191.36	\$ 8.37	\$ 199.73
2112	230	61	\$ 265.30	\$ 11.61	\$ 276.91
2201	231	63	\$ 274.00	\$ 11.99	\$ 285.99
2202	232	75	\$ 326.19	\$ 14.27	\$ 340.46
2203	233	43	\$ 187.01	\$ 8.18	\$ 195.19
2204	234	64	\$ 278.35	\$ 12.18	\$ 290.53
2205	235	48	\$ 208.76	\$ 9.13	\$ 217.89
2206	236	54	\$ 234.85	\$ 10.28	\$ 245.13
2207	237	54	\$ 234.85	\$ 10.28	\$ 245.13
2208	238	63	\$ 274.00	\$ 11.99	\$ 285.99
2209	239	76	\$ 330.54	\$ 14.46	\$ 345.00
2210	240	81	\$ 352.28	\$ 15.41	\$ 367.69
2211	241	44	\$ 191.36	\$ 8.37	\$ 199.73
2212	242	61	\$ 265.30	\$ 11.61	\$ 276.91
2301	243	63	\$ 274.00	\$ 11.99	\$ 285.99
2302	244	75	\$ 326.19	\$ 14.27	\$ 340.46
2303	245	43	\$ 187.01	\$ 8.18	\$ 195.19
2304	246	64	\$ 278.35	\$ 12.18	\$ 290.53
2305	247	48	\$ 208.76	\$ 9.13	\$ 217.89
2306	248	54	\$ 234.85	\$ 10.28	\$ 245.13
2307	249	54	\$ 234.85	\$ 10.28	\$ 245.13
2308	250	63	\$ 274.00	\$ 11.99	\$ 285.99
2309	251	76	\$ 330.54	\$ 14.46	\$ 345.00
2310	252	81	\$ 352.28	\$ 15.41	\$ 367.69

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2311	253	44	\$ 191.36	\$ 8.37	\$ 199.73
2312	254	61	\$ 265.30	\$ 11.61	\$ 276.91
2401	255	63	\$ 274.00	\$ 11.99	\$ 285.99
2402	256	75	\$ 326.19	\$ 14.27	\$ 340.46
2403	257	43	\$ 187.01	\$ 8.18	\$ 195.19
2404	258	64	\$ 278.35	\$ 12.18	\$ 290.53
2405	259	48	\$ 208.76	\$ 9.13	\$ 217.89
2406	260	54	\$ 234.85	\$ 10.28	\$ 245.13
2407	261	54	\$ 234.85	\$ 10.28	\$ 245.13
2408	262	63	\$ 274.00	\$ 11.99	\$ 285.99
2409	263	76	\$ 330.54	\$ 14.46	\$ 345.00
2410	264	81	\$ 352.28	\$ 15.41	\$ 367.69
2411	265	44	\$ 191.36	\$ 8.37	\$ 199.73
2412	266	61	\$ 265.30	\$ 11.61	\$ 276.91
2501	267	63	\$ 274.00	\$ 11.99	\$ 285.99
2502	268	75	\$ 326.19	\$ 14.27	\$ 340.46
2503	269	43	\$ 187.01	\$ 8.18	\$ 195.19
2504	270	64	\$ 278.35	\$ 12.18	\$ 290.53
2505	271	48	\$ 208.76	\$ 9.13	\$ 217.89
2506	272	54	\$ 234.85	\$ 10.28	\$ 245.13
2507	273	54	\$ 234.85	\$ 10.28	\$ 245.13
2508	274	63	\$ 274.00	\$ 11.99	\$ 285.99
2509	275	76	\$ 330.54	\$ 14.46	\$ 345.00
2510	276	81	\$ 352.28	\$ 15.41	\$ 367.69
2511	277	44	\$ 191.36	\$ 8.37	\$ 199.73
2512	278	61	\$ 265.30	\$ 11.61	\$ 276.91
2601	279	63	\$ 274.00	\$ 11.99	\$ 285.99
2602	280	75	\$ 326.19	\$ 14.27	\$ 340.46
2603	281	43	\$ 187.01	\$ 8.18	\$ 195.19
2604	282	64	\$ 278.35	\$ 12.18	\$ 290.53
2605	283	48	\$ 208.76	\$ 9.13	\$ 217.89
2606	284	54	\$ 234.85	\$ 10.28	\$ 245.13
2607	285	54	\$ 234.85	\$ 10.28	\$ 245.13
2608	286	63	\$ 274.00	\$ 11.99	\$ 285.99
2609	287	76	\$ 330.54	\$ 14.46	\$ 345.00
2610	288	81	\$ 352.28	\$ 15.41	\$ 367.69

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2611	289	44	\$ 191.36	\$ 8.37	\$ 199.73
2612	290	61	\$ 265.30	\$ 11.61	\$ 276.91
2701	291	63	\$ 274.00	\$ 11.99	\$ 285.99
2702	292	75	\$ 326.19	\$ 14.27	\$ 340.46
2703	293	43	\$ 187.01	\$ 8.18	\$ 195.19
2704	294	64	\$ 278.35	\$ 12.18	\$ 290.53
2705	295	48	\$ 208.76	\$ 9.13	\$ 217.89
2706	296	54	\$ 234.85	\$ 10.28	\$ 245.13
2707	297	53	\$ 230.51	\$ 10.09	\$ 240.60
2708	298	64	\$ 278.35	\$ 12.18	\$ 290.53
2709	299	76	\$ 330.54	\$ 14.46	\$ 345.00
2710	300	81	\$ 352.28	\$ 15.41	\$ 367.69
2711	301	44	\$ 191.36	\$ 8.37	\$ 199.73
2712	302	61	\$ 265.30	\$ 11.61	\$ 276.91
2801	303	63	\$ 274.00	\$ 11.99	\$ 285.99
2802	304	75	\$ 326.19	\$ 14.27	\$ 340.46
2803	305	43	\$ 187.01	\$ 8.18	\$ 195.19
2804	306	64	\$ 278.35	\$ 12.18	\$ 290.53
2805	307	48	\$ 208.76	\$ 9.13	\$ 217.89
2806	308	54	\$ 234.85	\$ 10.28	\$ 245.13
2807	309	53	\$ 230.51	\$ 10.09	\$ 240.60
2808	310	64	\$ 278.35	\$ 12.18	\$ 290.53
2809	311	76	\$ 330.54	\$ 14.46	\$ 345.00
2810	312	81	\$ 352.28	\$ 15.41	\$ 367.69
2811	313	44	\$ 191.36	\$ 8.37	\$ 199.73
2812	314	61	\$ 265.30	\$ 11.61	\$ 276.91
2901	315	63	\$ 274.00	\$ 11.99	\$ 285.99
2902	316	75	\$ 326.19	\$ 14.27	\$ 340.46
2903	317	43	\$ 187.01	\$ 8.18	\$ 195.19
2904	318	64	\$ 278.35	\$ 12.18	\$ 290.53
2905	319	48	\$ 208.76	\$ 9.13	\$ 217.89
2906	320	54	\$ 234.85	\$ 10.28	\$ 245.13
2907	321	53	\$ 230.51	\$ 10.09	\$ 240.60
2908	322	64	\$ 278.35	\$ 12.18	\$ 290.53
2909	323	76	\$ 330.54	\$ 14.46	\$ 345.00
2910	324	81	\$ 352.28	\$ 15.41	\$ 367.69

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2911	325	44	\$ 191.36	\$ 8.37	\$ 199.73
2912	326	61	\$ 265.30	\$ 11.61	\$ 276.91
3001	327	63	\$ 274.00	\$ 11.99	\$ 285.99
3002	328	75	\$ 326.19	\$ 14.27	\$ 340.46
3003	329	43	\$ 187.01	\$ 8.18	\$ 195.19
3004	330	64	\$ 278.35	\$ 12.18	\$ 290.53
3005	331	48	\$ 208.76	\$ 9.13	\$ 217.89
3006	332	54	\$ 234.85	\$ 10.28	\$ 245.13
3007	333	53	\$ 230.51	\$ 10.09	\$ 240.60
3008	334	64	\$ 278.35	\$ 12.18	\$ 290.53
3009	335	76	\$ 330.54	\$ 14.46	\$ 345.00
3010	336	81	\$ 352.28	\$ 15.41	\$ 367.69
3011	337	44	\$ 191.36	\$ 8.37	\$ 199.73
3012	338	61	\$ 265.30	\$ 11.61	\$ 276.91
3101	339	63	\$ 274.00	\$ 11.99	\$ 285.99
3102	340	75	\$ 326.19	\$ 14.27	\$ 340.46
3103	341	43	\$ 187.01	\$ 8.18	\$ 195.19
3104	342	64	\$ 278.35	\$ 12.18	\$ 290.53
3105	343	48	\$ 208.76	\$ 9.13	\$ 217.89
3106	344	54	\$ 234.85	\$ 10.28	\$ 245.13
3107	345	53	\$ 230.51	\$ 10.09	\$ 240.60
3108	346	64	\$ 278.35	\$ 12.18	\$ 290.53
3109	347	76	\$ 330.54	\$ 14.46	\$ 345.00
3110	348	81	\$ 352.28	\$ 15.41	\$ 367.69
3111	349	44	\$ 191.36	\$ 8.37	\$ 199.73
3112	350	61	\$ 265.30	\$ 11.61	\$ 276.91
3201	351	63	\$ 274.00	\$ 11.99	\$ 285.99
3202	352	75	\$ 326.19	\$ 14.27	\$ 340.46
3203	353	43	\$ 187.01	\$ 8.18	\$ 195.19
3204	354	64	\$ 278.35	\$ 12.18	\$ 290.53
3205	355	48	\$ 208.76	\$ 9.13	\$ 217.89
3206	356	54	\$ 234.85	\$ 10.28	\$ 245.13
3207	357	53	\$ 230.51	\$ 10.09	\$ 240.60
3208	358	64	\$ 278.35	\$ 12.18	\$ 290.53
3209	359	76	\$ 330.54	\$ 14.46	\$ 345.00
3210	360	81	\$ 352.28	\$ 15.41	\$ 367.69

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
3211	361	44	\$ 191.36	\$ 8.37	\$ 199.73
3212	362	61	\$ 265.30	\$ 11.61	\$ 276.91
3301	363	63	\$ 274.00	\$ 11.99	\$ 285.99
3302	364	75	\$ 326.19	\$ 14.27	\$ 340.46
3303	365	43	\$ 187.01	\$ 8.18	\$ 195.19
3304	366	64	\$ 278.35	\$ 12.18	\$ 290.53
3305	367	48	\$ 208.76	\$ 9.13	\$ 217.89
3306	368	54	\$ 234.85	\$ 10.28	\$ 245.13
3307	369	53	\$ 230.51	\$ 10.09	\$ 240.60
3308	370	64	\$ 278.35	\$ 12.18	\$ 290.53
3309	371	76	\$ 330.54	\$ 14.46	\$ 345.00
3310	372	81	\$ 352.28	\$ 15.41	\$ 367.69
3311	373	44	\$ 191.36	\$ 8.37	\$ 199.73
3312	374	61	\$ 265.30	\$ 11.61	\$ 276.91
3401	375	63	\$ 274.00	\$ 11.99	\$ 285.99
3402	376	75	\$ 326.19	\$ 14.27	\$ 340.46
3403	377	43	\$ 187.01	\$ 8.18	\$ 195.19
3404	378	64	\$ 278.35	\$ 12.18	\$ 290.53
3405	379	48	\$ 208.76	\$ 9.13	\$ 217.89
3406	380	54	\$ 234.85	\$ 10.28	\$ 245.13
3407	381	53	\$ 230.51	\$ 10.09	\$ 240.60
3408	382	64	\$ 278.35	\$ 12.18	\$ 290.53
3409	383	76	\$ 330.54	\$ 14.46	\$ 345.00
3410	384	81	\$ 352.28	\$ 15.41	\$ 367.69
3411	385	44	\$ 191.36	\$ 8.37	\$ 199.73
3412	386	61	\$ 265.30	\$ 11.61	\$ 276.91
3501	387	63	\$ 274.00	\$ 11.99	\$ 285.99
3502	388	75	\$ 326.19	\$ 14.27	\$ 340.46
3503	389	43	\$ 187.01	\$ 8.18	\$ 195.19
3504	390	64	\$ 278.35	\$ 12.18	\$ 290.53
3505	391	48	\$ 208.76	\$ 9.13	\$ 217.89
3506	392	54	\$ 234.85	\$ 10.28	\$ 245.13
3507	393	53	\$ 230.51	\$ 10.09	\$ 240.60
3508	394	64	\$ 278.35	\$ 12.18	\$ 290.53
3509	395	76	\$ 330.54	\$ 14.46	\$ 345.00
3510	396	81	\$ 352.28	\$ 15.41	\$ 367.69

## University District South

### South Tower

#### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
3511	397	44	\$ 191.36	\$ 8.37	\$ 199.73
3512	398	61	\$ 265.30	\$ 11.61	\$ 276.91
3601	399	63	\$ 274.00	\$ 11.99	\$ 285.99
3602	400	75	\$ 326.19	\$ 14.27	\$ 340.46
3603	401	43	\$ 187.01	\$ 8.18	\$ 195.19
3604	402	64	\$ 278.35	\$ 12.18	\$ 290.53
3605	403	48	\$ 208.76	\$ 9.13	\$ 217.89
3606	404	54	\$ 234.85	\$ 10.28	\$ 245.13
3607	405	53	\$ 230.51	\$ 10.09	\$ 240.60
3608	406	64	\$ 278.35	\$ 12.18	\$ 290.53
3609	407	76	\$ 330.54	\$ 14.46	\$ 345.00
3610	408	81	\$ 352.28	\$ 15.41	\$ 367.69
3611	409	44	\$ 191.36	\$ 8.37	\$ 199.73
3612	410	61	\$ 265.30	\$ 11.61	\$ 276.91
3701	411	63	\$ 274.00	\$ 11.99	\$ 285.99
3702	412	75	\$ 326.19	\$ 14.27	\$ 340.46
3703	413	43	\$ 187.01	\$ 8.18	\$ 195.19
3704	414	64	\$ 278.35	\$ 12.18	\$ 290.53
3705	415	48	\$ 208.76	\$ 9.13	\$ 217.89
3706	416	54	\$ 234.85	\$ 10.28	\$ 245.13
3707	417	53	\$ 230.51	\$ 10.09	\$ 240.60
3708	418	64	\$ 278.35	\$ 12.18	\$ 290.53
3709	419	76	\$ 330.54	\$ 14.46	\$ 345.00
3710	420	81	\$ 352.28	\$ 15.41	\$ 367.69
3711	421	44	\$ 191.36	\$ 8.37	\$ 199.73
3712	422	61	\$ 265.30	\$ 11.61	\$ 276.91
3806	423	106	\$ 461.01	\$ 20.17	\$ 481.18
3801	424	71	\$ 308.79	\$ 13.51	\$ 322.30
3802	425	76	\$ 330.54	\$ 14.46	\$ 345.00
3803	426	42	\$ 182.66	\$ 7.99	\$ 190.65
3804	427	81	\$ 352.28	\$ 15.41	\$ 367.69
3805	428	44	\$ 191.36	\$ 8.37	\$ 199.73
TH 11	429	137	\$ 595.84	\$ 26.07	\$ 621.91
TH 10	430	137	\$ 595.84	\$ 26.07	\$ 621.91
TH 9	431	152	\$ 661.07	\$ 28.93	\$ 690.00
	<b>Total</b>	<b>26,462</b>	<b>\$ 115,087.58</b>	<b>\$ 5,035.46</b>	<b>\$ 120,123.04</b>



# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
		<b>Annual Total</b>	<b>\$ 1,381,050.96</b>	<b>\$ 60,425.52</b>	<b>\$ 1,441,476.48</b>

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
TH 1	1	81	\$ 443.03	\$ 39.96	\$ 482.99
TH 2	2	81	\$ 443.03	\$ 39.96	\$ 482.99
TH 3	3	81	\$ 443.03	\$ 39.96	\$ 482.99
TH 4	4	84	\$ 459.44	\$ 41.44	\$ 500.88
TH 5	5	86	\$ 470.38	\$ 42.43	\$ 512.81
TH 6	6	84	\$ 459.44	\$ 41.44	\$ 500.88
TH 7	7	84	\$ 459.44	\$ 41.44	\$ 500.88
TH 8	8	84	\$ 459.44	\$ 41.44	\$ 500.88
307	9	41	\$ 224.25	\$ 20.23	\$ 244.48
306	10	41	\$ 224.25	\$ 20.23	\$ 244.48
305	11	41	\$ 224.25	\$ 20.23	\$ 244.48
304	12	42	\$ 229.72	\$ 20.72	\$ 250.44
301	13	57	\$ 311.76	\$ 28.12	\$ 339.88
302	14	54	\$ 295.35	\$ 26.64	\$ 321.99
303	15	64	\$ 350.05	\$ 31.57	\$ 381.62
401	16	63	\$ 344.58	\$ 31.08	\$ 375.66
402	17	75	\$ 410.21	\$ 37.00	\$ 447.21
403	18	43	\$ 235.19	\$ 21.21	\$ 256.40
404	19	64	\$ 350.05	\$ 31.57	\$ 381.62
405	20	48	\$ 262.54	\$ 23.68	\$ 286.22
406	21	54	\$ 295.35	\$ 26.64	\$ 321.99
407	22	54	\$ 295.35	\$ 26.64	\$ 321.99
408	23	64	\$ 350.05	\$ 31.57	\$ 381.62
409	24	83	\$ 453.97	\$ 40.95	\$ 494.92
410	25	44	\$ 240.66	\$ 21.71	\$ 262.37
411	26	61	\$ 333.64	\$ 30.09	\$ 363.73
501	27	63	\$ 344.58	\$ 31.08	\$ 375.66
502	28	75	\$ 410.21	\$ 37.00	\$ 447.21
503	29	43	\$ 235.19	\$ 21.21	\$ 256.40
504	30	64	\$ 350.05	\$ 31.57	\$ 381.62
505	31	48	\$ 262.54	\$ 23.68	\$ 286.22
506	32	54	\$ 295.35	\$ 26.64	\$ 321.99
507	33	54	\$ 295.35	\$ 26.64	\$ 321.99
508	34	63	\$ 344.58	\$ 31.08	\$ 375.66
509	35	76	\$ 415.68	\$ 37.49	\$ 453.17
510	36	81	\$ 443.03	\$ 39.96	\$ 482.99

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
511	37	44	\$ 240.66	\$ 21.71	\$ 262.37
512	38	61	\$ 333.64	\$ 30.09	\$ 363.73
601	39	63	\$ 344.58	\$ 31.08	\$ 375.66
602	40	75	\$ 410.21	\$ 37.00	\$ 447.21
603	41	43	\$ 235.19	\$ 21.21	\$ 256.40
604	42	64	\$ 350.05	\$ 31.57	\$ 381.62
605	43	48	\$ 262.54	\$ 23.68	\$ 286.22
606	44	54	\$ 295.35	\$ 26.64	\$ 321.99
607	45	54	\$ 295.35	\$ 26.64	\$ 321.99
608	46	63	\$ 344.58	\$ 31.08	\$ 375.66
609	47	76	\$ 415.68	\$ 37.49	\$ 453.17
610	48	81	\$ 443.03	\$ 39.96	\$ 482.99
611	49	44	\$ 240.66	\$ 21.71	\$ 262.37
612	50	61	\$ 333.64	\$ 30.09	\$ 363.73
701	51	63	\$ 344.58	\$ 31.08	\$ 375.66
702	52	75	\$ 410.21	\$ 37.00	\$ 447.21
703	53	43	\$ 235.19	\$ 21.21	\$ 256.40
704	54	64	\$ 350.05	\$ 31.57	\$ 381.62
705	55	48	\$ 262.54	\$ 23.68	\$ 286.22
706	56	54	\$ 295.35	\$ 26.64	\$ 321.99
707	57	54	\$ 295.35	\$ 26.64	\$ 321.99
708	58	63	\$ 344.58	\$ 31.08	\$ 375.66
709	59	76	\$ 415.68	\$ 37.49	\$ 453.17
710	60	81	\$ 443.03	\$ 39.96	\$ 482.99
711	61	44	\$ 240.66	\$ 21.71	\$ 262.37
712	62	61	\$ 333.64	\$ 30.09	\$ 363.73
801	63	63	\$ 344.58	\$ 31.08	\$ 375.66
802	64	75	\$ 410.21	\$ 37.00	\$ 447.21
803	65	43	\$ 235.19	\$ 21.21	\$ 256.40
804	66	64	\$ 350.05	\$ 31.57	\$ 381.62
805	67	48	\$ 262.54	\$ 23.68	\$ 286.22
806	68	54	\$ 295.35	\$ 26.64	\$ 321.99
807	69	54	\$ 295.35	\$ 26.64	\$ 321.99
808	70	63	\$ 344.58	\$ 31.08	\$ 375.66
809	71	76	\$ 415.68	\$ 37.49	\$ 453.17
810	72	81	\$ 443.03	\$ 39.96	\$ 482.99

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
811	73	44	\$ 240.66	\$ 21.71	\$ 262.37
812	74	61	\$ 333.64	\$ 30.09	\$ 363.73
901	75	63	\$ 344.58	\$ 31.08	\$ 375.66
902	76	75	\$ 410.21	\$ 37.00	\$ 447.21
903	77	43	\$ 235.19	\$ 21.21	\$ 256.40
904	78	64	\$ 350.05	\$ 31.57	\$ 381.62
905	79	48	\$ 262.54	\$ 23.68	\$ 286.22
906	80	54	\$ 295.35	\$ 26.64	\$ 321.99
907	81	54	\$ 295.35	\$ 26.64	\$ 321.99
908	82	63	\$ 344.58	\$ 31.08	\$ 375.66
909	83	76	\$ 415.68	\$ 37.49	\$ 453.17
910	84	81	\$ 443.03	\$ 39.96	\$ 482.99
911	85	44	\$ 240.66	\$ 21.71	\$ 262.37
912	86	61	\$ 333.64	\$ 30.09	\$ 363.73
1001	87	63	\$ 344.58	\$ 31.08	\$ 375.66
1002	88	75	\$ 410.21	\$ 37.00	\$ 447.21
1003	89	43	\$ 235.19	\$ 21.21	\$ 256.40
1004	90	64	\$ 350.05	\$ 31.57	\$ 381.62
1005	91	48	\$ 262.54	\$ 23.68	\$ 286.22
1006	92	54	\$ 295.35	\$ 26.64	\$ 321.99
1007	93	54	\$ 295.35	\$ 26.64	\$ 321.99
1008	94	63	\$ 344.58	\$ 31.08	\$ 375.66
1009	95	76	\$ 415.68	\$ 37.49	\$ 453.17
1010	96	81	\$ 443.03	\$ 39.96	\$ 482.99
1011	97	44	\$ 240.66	\$ 21.71	\$ 262.37
1012	98	61	\$ 333.64	\$ 30.09	\$ 363.73
1101	99	63	\$ 344.58	\$ 31.08	\$ 375.66
1102	100	75	\$ 410.21	\$ 37.00	\$ 447.21
1103	101	43	\$ 235.19	\$ 21.21	\$ 256.40
1104	102	64	\$ 350.05	\$ 31.57	\$ 381.62
1105	103	48	\$ 262.54	\$ 23.68	\$ 286.22
1106	104	54	\$ 295.35	\$ 26.64	\$ 321.99
1107	105	54	\$ 295.35	\$ 26.64	\$ 321.99
1108	106	63	\$ 344.58	\$ 31.08	\$ 375.66
1109	107	76	\$ 415.68	\$ 37.49	\$ 453.17
1110	108	81	\$ 443.03	\$ 39.96	\$ 482.99

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1111	109	44	\$ 240.66	\$ 21.71	\$ 262.37
1112	110	61	\$ 333.64	\$ 30.09	\$ 363.73
1201	111	63	\$ 344.58	\$ 31.08	\$ 375.66
1202	112	75	\$ 410.21	\$ 37.00	\$ 447.21
1203	113	43	\$ 235.19	\$ 21.21	\$ 256.40
1204	114	64	\$ 350.05	\$ 31.57	\$ 381.62
1205	115	48	\$ 262.54	\$ 23.68	\$ 286.22
1206	116	54	\$ 295.35	\$ 26.64	\$ 321.99
1207	117	54	\$ 295.35	\$ 26.64	\$ 321.99
1208	118	63	\$ 344.58	\$ 31.08	\$ 375.66
1209	119	76	\$ 415.68	\$ 37.49	\$ 453.17
1210	120	81	\$ 443.03	\$ 39.96	\$ 482.99
1211	121	44	\$ 240.66	\$ 21.71	\$ 262.37
1212	122	61	\$ 333.64	\$ 30.09	\$ 363.73
1301	123	63	\$ 344.58	\$ 31.08	\$ 375.66
1302	124	75	\$ 410.21	\$ 37.00	\$ 447.21
1303	125	43	\$ 235.19	\$ 21.21	\$ 256.40
1304	126	64	\$ 350.05	\$ 31.57	\$ 381.62
1305	127	48	\$ 262.54	\$ 23.68	\$ 286.22
1306	128	54	\$ 295.35	\$ 26.64	\$ 321.99
1307	129	54	\$ 295.35	\$ 26.64	\$ 321.99
1308	130	63	\$ 344.58	\$ 31.08	\$ 375.66
1309	131	76	\$ 415.68	\$ 37.49	\$ 453.17
1310	132	81	\$ 443.03	\$ 39.96	\$ 482.99
1311	133	44	\$ 240.66	\$ 21.71	\$ 262.37
1312	134	61	\$ 333.64	\$ 30.09	\$ 363.73
1401	135	63	\$ 344.58	\$ 31.08	\$ 375.66
1402	136	75	\$ 410.21	\$ 37.00	\$ 447.21
1403	137	43	\$ 235.19	\$ 21.21	\$ 256.40
1404	138	64	\$ 350.05	\$ 31.57	\$ 381.62
1405	139	48	\$ 262.54	\$ 23.68	\$ 286.22
1406	140	54	\$ 295.35	\$ 26.64	\$ 321.99
1407	141	54	\$ 295.35	\$ 26.64	\$ 321.99
1408	142	63	\$ 344.58	\$ 31.08	\$ 375.66
1409	143	76	\$ 415.68	\$ 37.49	\$ 453.17
1410	144	81	\$ 443.03	\$ 39.96	\$ 482.99

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1411	145	44	\$ 240.66	\$ 21.71	\$ 262.37
1412	146	61	\$ 333.64	\$ 30.09	\$ 363.73
1501	147	63	\$ 344.58	\$ 31.08	\$ 375.66
1502	148	75	\$ 410.21	\$ 37.00	\$ 447.21
1503	149	43	\$ 235.19	\$ 21.21	\$ 256.40
1504	150	64	\$ 350.05	\$ 31.57	\$ 381.62
1505	151	48	\$ 262.54	\$ 23.68	\$ 286.22
1506	152	54	\$ 295.35	\$ 26.64	\$ 321.99
1507	153	54	\$ 295.35	\$ 26.64	\$ 321.99
1508	154	63	\$ 344.58	\$ 31.08	\$ 375.66
1509	155	76	\$ 415.68	\$ 37.49	\$ 453.17
1510	156	81	\$ 443.03	\$ 39.96	\$ 482.99
1511	157	44	\$ 240.66	\$ 21.71	\$ 262.37
1512	158	61	\$ 333.64	\$ 30.09	\$ 363.73
1601	159	63	\$ 344.58	\$ 31.08	\$ 375.66
1602	160	75	\$ 410.21	\$ 37.00	\$ 447.21
1603	161	43	\$ 235.19	\$ 21.21	\$ 256.40
1604	162	64	\$ 350.05	\$ 31.57	\$ 381.62
1605	163	48	\$ 262.54	\$ 23.68	\$ 286.22
1606	164	54	\$ 295.35	\$ 26.64	\$ 321.99
1607	165	54	\$ 295.35	\$ 26.64	\$ 321.99
1608	166	63	\$ 344.58	\$ 31.08	\$ 375.66
1609	167	76	\$ 415.68	\$ 37.49	\$ 453.17
1610	168	81	\$ 443.03	\$ 39.96	\$ 482.99
1611	169	44	\$ 240.66	\$ 21.71	\$ 262.37
1612	170	61	\$ 333.64	\$ 30.09	\$ 363.73
1701	171	63	\$ 344.58	\$ 31.08	\$ 375.66
1702	172	75	\$ 410.21	\$ 37.00	\$ 447.21
1703	173	43	\$ 235.19	\$ 21.21	\$ 256.40
1704	174	64	\$ 350.05	\$ 31.57	\$ 381.62
1705	175	48	\$ 262.54	\$ 23.68	\$ 286.22
1706	176	54	\$ 295.35	\$ 26.64	\$ 321.99
1707	177	54	\$ 295.35	\$ 26.64	\$ 321.99
1708	178	63	\$ 344.58	\$ 31.08	\$ 375.66
1709	179	76	\$ 415.68	\$ 37.49	\$ 453.17
1710	180	81	\$ 443.03	\$ 39.96	\$ 482.99

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1711	181	44	\$ 240.66	\$ 21.71	\$ 262.37
1712	182	61	\$ 333.64	\$ 30.09	\$ 363.73
1801	183	63	\$ 344.58	\$ 31.08	\$ 375.66
1802	184	75	\$ 410.21	\$ 37.00	\$ 447.21
1803	185	43	\$ 235.19	\$ 21.21	\$ 256.40
1804	186	64	\$ 350.05	\$ 31.57	\$ 381.62
1805	187	48	\$ 262.54	\$ 23.68	\$ 286.22
1806	188	54	\$ 295.35	\$ 26.64	\$ 321.99
1807	189	54	\$ 295.35	\$ 26.64	\$ 321.99
1808	190	63	\$ 344.58	\$ 31.08	\$ 375.66
1809	191	76	\$ 415.68	\$ 37.49	\$ 453.17
1810	192	81	\$ 443.03	\$ 39.96	\$ 482.99
1811	193	44	\$ 240.66	\$ 21.71	\$ 262.37
1812	194	61	\$ 333.64	\$ 30.09	\$ 363.73
1901	195	63	\$ 344.58	\$ 31.08	\$ 375.66
1902	196	75	\$ 410.21	\$ 37.00	\$ 447.21
1903	197	43	\$ 235.19	\$ 21.21	\$ 256.40
1904	198	64	\$ 350.05	\$ 31.57	\$ 381.62
1905	199	48	\$ 262.54	\$ 23.68	\$ 286.22
1906	200	54	\$ 295.35	\$ 26.64	\$ 321.99
1907	201	54	\$ 295.35	\$ 26.64	\$ 321.99
1908	202	63	\$ 344.58	\$ 31.08	\$ 375.66
1909	203	76	\$ 415.68	\$ 37.49	\$ 453.17
1910	204	81	\$ 443.03	\$ 39.96	\$ 482.99
1911	205	44	\$ 240.66	\$ 21.71	\$ 262.37
1912	206	61	\$ 333.64	\$ 30.09	\$ 363.73
2001	207	63	\$ 344.58	\$ 31.08	\$ 375.66
2002	208	75	\$ 410.21	\$ 37.00	\$ 447.21
2003	209	43	\$ 235.19	\$ 21.21	\$ 256.40
2004	210	64	\$ 350.05	\$ 31.57	\$ 381.62
2005	211	48	\$ 262.54	\$ 23.68	\$ 286.22
2006	212	54	\$ 295.35	\$ 26.64	\$ 321.99
2007	213	54	\$ 295.35	\$ 26.64	\$ 321.99
2008	214	63	\$ 344.58	\$ 31.08	\$ 375.66
2009	215	76	\$ 415.68	\$ 37.49	\$ 453.17
2010	216	81	\$ 443.03	\$ 39.96	\$ 482.99

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2011	217	44	\$ 240.66	\$ 21.71	\$ 262.37
2012	218	61	\$ 333.64	\$ 30.09	\$ 363.73
2101	219	63	\$ 344.58	\$ 31.08	\$ 375.66
2102	220	75	\$ 410.21	\$ 37.00	\$ 447.21
2103	221	43	\$ 235.19	\$ 21.21	\$ 256.40
2104	222	64	\$ 350.05	\$ 31.57	\$ 381.62
2105	223	48	\$ 262.54	\$ 23.68	\$ 286.22
2106	224	54	\$ 295.35	\$ 26.64	\$ 321.99
2107	225	54	\$ 295.35	\$ 26.64	\$ 321.99
2108	226	63	\$ 344.58	\$ 31.08	\$ 375.66
2109	227	76	\$ 415.68	\$ 37.49	\$ 453.17
2110	228	81	\$ 443.03	\$ 39.96	\$ 482.99
2111	229	44	\$ 240.66	\$ 21.71	\$ 262.37
2112	230	61	\$ 333.64	\$ 30.09	\$ 363.73
2201	231	63	\$ 344.58	\$ 31.08	\$ 375.66
2202	232	75	\$ 410.21	\$ 37.00	\$ 447.21
2203	233	43	\$ 235.19	\$ 21.21	\$ 256.40
2204	234	64	\$ 350.05	\$ 31.57	\$ 381.62
2205	235	48	\$ 262.54	\$ 23.68	\$ 286.22
2206	236	54	\$ 295.35	\$ 26.64	\$ 321.99
2207	237	54	\$ 295.35	\$ 26.64	\$ 321.99
2208	238	63	\$ 344.58	\$ 31.08	\$ 375.66
2209	239	76	\$ 415.68	\$ 37.49	\$ 453.17
2210	240	81	\$ 443.03	\$ 39.96	\$ 482.99
2211	241	44	\$ 240.66	\$ 21.71	\$ 262.37
2212	242	61	\$ 333.64	\$ 30.09	\$ 363.73
2301	243	63	\$ 344.58	\$ 31.08	\$ 375.66
2302	244	75	\$ 410.21	\$ 37.00	\$ 447.21
2303	245	43	\$ 235.19	\$ 21.21	\$ 256.40
2304	246	64	\$ 350.05	\$ 31.57	\$ 381.62
2305	247	48	\$ 262.54	\$ 23.68	\$ 286.22
2306	248	54	\$ 295.35	\$ 26.64	\$ 321.99
2307	249	54	\$ 295.35	\$ 26.64	\$ 321.99
2308	250	63	\$ 344.58	\$ 31.08	\$ 375.66
2309	251	76	\$ 415.68	\$ 37.49	\$ 453.17
2310	252	81	\$ 443.03	\$ 39.96	\$ 482.99



# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2311	253	44	\$ 240.66	\$ 21.71	\$ 262.37
2312	254	61	\$ 333.64	\$ 30.09	\$ 363.73
2401	255	63	\$ 344.58	\$ 31.08	\$ 375.66
2402	256	75	\$ 410.21	\$ 37.00	\$ 447.21
2403	257	43	\$ 235.19	\$ 21.21	\$ 256.40
2404	258	64	\$ 350.05	\$ 31.57	\$ 381.62
2405	259	48	\$ 262.54	\$ 23.68	\$ 286.22
2406	260	54	\$ 295.35	\$ 26.64	\$ 321.99
2407	261	54	\$ 295.35	\$ 26.64	\$ 321.99
2408	262	63	\$ 344.58	\$ 31.08	\$ 375.66
2409	263	76	\$ 415.68	\$ 37.49	\$ 453.17
2410	264	81	\$ 443.03	\$ 39.96	\$ 482.99
2411	265	44	\$ 240.66	\$ 21.71	\$ 262.37
2412	266	61	\$ 333.64	\$ 30.09	\$ 363.73
2501	267	63	\$ 344.58	\$ 31.08	\$ 375.66
2502	268	75	\$ 410.21	\$ 37.00	\$ 447.21
2503	269	43	\$ 235.19	\$ 21.21	\$ 256.40
2504	270	64	\$ 350.05	\$ 31.57	\$ 381.62
2505	271	48	\$ 262.54	\$ 23.68	\$ 286.22
2506	272	54	\$ 295.35	\$ 26.64	\$ 321.99
2507	273	54	\$ 295.35	\$ 26.64	\$ 321.99
2508	274	63	\$ 344.58	\$ 31.08	\$ 375.66
2509	275	76	\$ 415.68	\$ 37.49	\$ 453.17
2510	276	81	\$ 443.03	\$ 39.96	\$ 482.99
2511	277	44	\$ 240.66	\$ 21.71	\$ 262.37
2512	278	61	\$ 333.64	\$ 30.09	\$ 363.73
2601	279	63	\$ 344.58	\$ 31.08	\$ 375.66
2602	280	75	\$ 410.21	\$ 37.00	\$ 447.21
2603	281	43	\$ 235.19	\$ 21.21	\$ 256.40
2604	282	64	\$ 350.05	\$ 31.57	\$ 381.62
2605	283	48	\$ 262.54	\$ 23.68	\$ 286.22
2606	284	54	\$ 295.35	\$ 26.64	\$ 321.99
2607	285	54	\$ 295.35	\$ 26.64	\$ 321.99
2608	286	63	\$ 344.58	\$ 31.08	\$ 375.66
2609	287	76	\$ 415.68	\$ 37.49	\$ 453.17
2610	288	81	\$ 443.03	\$ 39.96	\$ 482.99

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2611	289	44	\$ 240.66	\$ 21.71	\$ 262.37
2612	290	61	\$ 333.64	\$ 30.09	\$ 363.73
2701	291	63	\$ 344.58	\$ 31.08	\$ 375.66
2702	292	75	\$ 410.21	\$ 37.00	\$ 447.21
2703	293	43	\$ 235.19	\$ 21.21	\$ 256.40
2704	294	64	\$ 350.05	\$ 31.57	\$ 381.62
2705	295	48	\$ 262.54	\$ 23.68	\$ 286.22
2706	296	54	\$ 295.35	\$ 26.64	\$ 321.99
2707	297	53	\$ 289.88	\$ 26.15	\$ 316.03
2708	298	64	\$ 350.05	\$ 31.57	\$ 381.62
2709	299	76	\$ 415.68	\$ 37.49	\$ 453.17
2710	300	81	\$ 443.03	\$ 39.96	\$ 482.99
2711	301	44	\$ 240.66	\$ 21.71	\$ 262.37
2712	302	61	\$ 333.64	\$ 30.09	\$ 363.73
2801	303	63	\$ 344.58	\$ 31.08	\$ 375.66
2802	304	75	\$ 410.21	\$ 37.00	\$ 447.21
2803	305	43	\$ 235.19	\$ 21.21	\$ 256.40
2804	306	64	\$ 350.05	\$ 31.57	\$ 381.62
2805	307	48	\$ 262.54	\$ 23.68	\$ 286.22
2806	308	54	\$ 295.35	\$ 26.64	\$ 321.99
2807	309	53	\$ 289.88	\$ 26.15	\$ 316.03
2808	310	64	\$ 350.05	\$ 31.57	\$ 381.62
2809	311	76	\$ 415.68	\$ 37.49	\$ 453.17
2810	312	81	\$ 443.03	\$ 39.96	\$ 482.99
2811	313	44	\$ 240.66	\$ 21.71	\$ 262.37
2812	314	61	\$ 333.64	\$ 30.09	\$ 363.73
2901	315	63	\$ 344.58	\$ 31.08	\$ 375.66
2902	316	75	\$ 410.21	\$ 37.00	\$ 447.21
2903	317	43	\$ 235.19	\$ 21.21	\$ 256.40
2904	318	64	\$ 350.05	\$ 31.57	\$ 381.62
2905	319	48	\$ 262.54	\$ 23.68	\$ 286.22
2906	320	54	\$ 295.35	\$ 26.64	\$ 321.99
2907	321	53	\$ 289.88	\$ 26.15	\$ 316.03
2908	322	64	\$ 350.05	\$ 31.57	\$ 381.62
2909	323	76	\$ 415.68	\$ 37.49	\$ 453.17
2910	324	81	\$ 443.03	\$ 39.96	\$ 482.99

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2911	325	44	\$ 240.66	\$ 21.71	\$ 262.37
2912	326	61	\$ 333.64	\$ 30.09	\$ 363.73
3001	327	63	\$ 344.58	\$ 31.08	\$ 375.66
3002	328	75	\$ 410.21	\$ 37.00	\$ 447.21
3003	329	43	\$ 235.19	\$ 21.21	\$ 256.40
3004	330	64	\$ 350.05	\$ 31.57	\$ 381.62
3005	331	48	\$ 262.54	\$ 23.68	\$ 286.22
3006	332	54	\$ 295.35	\$ 26.64	\$ 321.99
3007	333	53	\$ 289.88	\$ 26.15	\$ 316.03
3008	334	64	\$ 350.05	\$ 31.57	\$ 381.62
3009	335	76	\$ 415.68	\$ 37.49	\$ 453.17
3010	336	81	\$ 443.03	\$ 39.96	\$ 482.99
3011	337	44	\$ 240.66	\$ 21.71	\$ 262.37
3012	338	61	\$ 333.64	\$ 30.09	\$ 363.73
3101	339	63	\$ 344.58	\$ 31.08	\$ 375.66
3102	340	75	\$ 410.21	\$ 37.00	\$ 447.21
3103	341	43	\$ 235.19	\$ 21.21	\$ 256.40
3104	342	64	\$ 350.05	\$ 31.57	\$ 381.62
3105	343	48	\$ 262.54	\$ 23.68	\$ 286.22
3106	344	54	\$ 295.35	\$ 26.64	\$ 321.99
3107	345	53	\$ 289.88	\$ 26.15	\$ 316.03
3108	346	64	\$ 350.05	\$ 31.57	\$ 381.62
3109	347	76	\$ 415.68	\$ 37.49	\$ 453.17
3110	348	81	\$ 443.03	\$ 39.96	\$ 482.99
3111	349	44	\$ 240.66	\$ 21.71	\$ 262.37
3112	350	61	\$ 333.64	\$ 30.09	\$ 363.73
3201	351	63	\$ 344.58	\$ 31.08	\$ 375.66
3202	352	75	\$ 410.21	\$ 37.00	\$ 447.21
3203	353	43	\$ 235.19	\$ 21.21	\$ 256.40
3204	354	64	\$ 350.05	\$ 31.57	\$ 381.62
3205	355	48	\$ 262.54	\$ 23.68	\$ 286.22
3206	356	54	\$ 295.35	\$ 26.64	\$ 321.99
3207	357	53	\$ 289.88	\$ 26.15	\$ 316.03
3208	358	64	\$ 350.05	\$ 31.57	\$ 381.62
3209	359	76	\$ 415.68	\$ 37.49	\$ 453.17
3210	360	81	\$ 443.03	\$ 39.96	\$ 482.99

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
3211	361	44	\$ 240.66	\$ 21.71	\$ 262.37
3212	362	61	\$ 333.64	\$ 30.09	\$ 363.73
3301	363	63	\$ 344.58	\$ 31.08	\$ 375.66
3302	364	75	\$ 410.21	\$ 37.00	\$ 447.21
3303	365	43	\$ 235.19	\$ 21.21	\$ 256.40
3304	366	64	\$ 350.05	\$ 31.57	\$ 381.62
3305	367	48	\$ 262.54	\$ 23.68	\$ 286.22
3306	368	54	\$ 295.35	\$ 26.64	\$ 321.99
3307	369	53	\$ 289.88	\$ 26.15	\$ 316.03
3308	370	64	\$ 350.05	\$ 31.57	\$ 381.62
3309	371	76	\$ 415.68	\$ 37.49	\$ 453.17
3310	372	81	\$ 443.03	\$ 39.96	\$ 482.99
3311	373	44	\$ 240.66	\$ 21.71	\$ 262.37
3312	374	61	\$ 333.64	\$ 30.09	\$ 363.73
3401	375	63	\$ 344.58	\$ 31.08	\$ 375.66
3402	376	75	\$ 410.21	\$ 37.00	\$ 447.21
3403	377	43	\$ 235.19	\$ 21.21	\$ 256.40
3404	378	64	\$ 350.05	\$ 31.57	\$ 381.62
3405	379	48	\$ 262.54	\$ 23.68	\$ 286.22
3406	380	54	\$ 295.35	\$ 26.64	\$ 321.99
3407	381	53	\$ 289.88	\$ 26.15	\$ 316.03
3408	382	64	\$ 350.05	\$ 31.57	\$ 381.62
3409	383	76	\$ 415.68	\$ 37.49	\$ 453.17
3410	384	81	\$ 443.03	\$ 39.96	\$ 482.99
3411	385	44	\$ 240.66	\$ 21.71	\$ 262.37
3412	386	61	\$ 333.64	\$ 30.09	\$ 363.73
3501	387	63	\$ 344.58	\$ 31.08	\$ 375.66
3502	388	75	\$ 410.21	\$ 37.00	\$ 447.21
3503	389	43	\$ 235.19	\$ 21.21	\$ 256.40
3504	390	64	\$ 350.05	\$ 31.57	\$ 381.62
3505	391	48	\$ 262.54	\$ 23.68	\$ 286.22
3506	392	54	\$ 295.35	\$ 26.64	\$ 321.99
3507	393	53	\$ 289.88	\$ 26.15	\$ 316.03
3508	394	64	\$ 350.05	\$ 31.57	\$ 381.62
3509	395	76	\$ 415.68	\$ 37.49	\$ 453.17
3510	396	81	\$ 443.03	\$ 39.96	\$ 482.99

## University District South

### South Tower

Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
3511	397	44	\$ 240.66	\$ 21.71	\$ 262.37
3512	398	61	\$ 333.64	\$ 30.09	\$ 363.73
3601	399	63	\$ 344.58	\$ 31.08	\$ 375.66
3602	400	75	\$ 410.21	\$ 37.00	\$ 447.21
3603	401	43	\$ 235.19	\$ 21.21	\$ 256.40
3604	402	64	\$ 350.05	\$ 31.57	\$ 381.62
3605	403	48	\$ 262.54	\$ 23.68	\$ 286.22
3606	404	54	\$ 295.35	\$ 26.64	\$ 321.99
3607	405	53	\$ 289.88	\$ 26.15	\$ 316.03
3608	406	64	\$ 350.05	\$ 31.57	\$ 381.62
3609	407	76	\$ 415.68	\$ 37.49	\$ 453.17
3610	408	81	\$ 443.03	\$ 39.96	\$ 482.99
3611	409	44	\$ 240.66	\$ 21.71	\$ 262.37
3612	410	61	\$ 333.64	\$ 30.09	\$ 363.73
3701	411	63	\$ 344.58	\$ 31.08	\$ 375.66
3702	412	75	\$ 410.21	\$ 37.00	\$ 447.21
3703	413	43	\$ 235.19	\$ 21.21	\$ 256.40
3704	414	64	\$ 350.05	\$ 31.57	\$ 381.62
3705	415	48	\$ 262.54	\$ 23.68	\$ 286.22
3706	416	54	\$ 295.35	\$ 26.64	\$ 321.99
3707	417	53	\$ 289.88	\$ 26.15	\$ 316.03
3708	418	64	\$ 350.05	\$ 31.57	\$ 381.62
3709	419	76	\$ 415.68	\$ 37.49	\$ 453.17
3710	420	81	\$ 443.03	\$ 39.96	\$ 482.99
3711	421	44	\$ 240.66	\$ 21.71	\$ 262.37
3712	422	61	\$ 333.64	\$ 30.09	\$ 363.73
3806	423	106	\$ 579.77	\$ 52.29	\$ 632.06
3801	424	71	\$ 388.33	\$ 35.03	\$ 423.36
3802	425	76	\$ 415.68	\$ 37.49	\$ 453.17
3803	426	42	\$ 229.72	\$ 20.72	\$ 250.44
3804	427	81	\$ 443.03	\$ 39.96	\$ 482.99
3805	428	44	\$ 240.66	\$ 21.71	\$ 262.37
TH 11	429	137	\$ 749.32	\$ 67.59	\$ 816.91
TH 10	430	137	\$ 749.32	\$ 67.59	\$ 816.91
TH 9	431	152	\$ 831.36	\$ 74.98	\$ 906.34
<b>Total</b>		<b>26,462</b>	<b>\$ 144,734.02</b>	<b>\$ 13,054.26</b>	<b>\$ 157,788.28</b>

# University District South

## South Tower

Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
		<b>Annual Total</b>	<b>\$ 1,736,808.24</b>	<b>\$ 156,651.12</b>	<b>\$ 1,893,459.36</b>

**EXHIBIT "G"**

**PROPOSED FORM Y (OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS) – REVISED**

[See Attached]

**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:  
\_\_\_\_\_

Legal Description:

Lot B Section 22 Block 5 North Range 2 West  
New Westminster District Plan EPP79101, Except  
Air Space Plan EPP \_\_\_\_\_

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***

**BLUESKY PROPERTIES (UD LANDS) INC.**

by its authorized signatory:

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



## SCHEDULE A

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### UNIVERSITY DISTRICT SOUTH

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

1. adding the following subsection to Bylaw 2:
  - “(3) An owner must: (a) maintain the heat pump unit located within an owner’s strata lot in accordance with the manufacturer’s recommended maintenance schedule for each such unit, or as otherwise required by the strata corporation, and (b) repair and replace such unit(s) as and when necessary, from time to time.”;
2. 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.”;
3. 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:
    - (a) 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; or

- (b) use or permit any tenant or occupant of his or her strata lot or a visitor of the owner, tenant or occupant to use inline skates, skateboards, bicycles and/or hockey equipment anywhere in the building, including a strata lot.
  - (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.”;
4. adding the following subsection to Bylaw 4:
- “(3) Within two weeks of a tenant moving into any strata lot, the owner of such strata lot 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.”;
5. 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 or deck;
    - (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 (including, without limitation, on balconies, patios and decks) appurtenant to particular strata lots.”;
6. 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.”;

7. 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 and decks; and
    - (vi) any trees, shrubs, vegetation or other landscaping installed by the owner developer or the strata corporation on limited common property (including, without limitation,

on balconies, patios and decks) appurtenant to particular strata lots (except that an owner of a strata lot 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);

- (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 and decks.”;

8. 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.”;

9. 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.”;

10. 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.”;

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

**“Display lot**

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

- (a) the posting and erecting in and about the common property of interior and exterior signs, placards, flags, notices and other things and structures for marketing; and
- (b) accessing and using common facilities and the common property (including parking on common property to access a display strata lot or an unsold strata lot) for the purpose of the owner developer’s staff and representatives to show strata lots to purchasers and prospective purchasers and tenants, and other invitees of the owner developer.

(2) An owner developer may use a strata lot that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

(3) Until all strata lots are sold, the owner developer, and its employees, agents, contractors, workers, suppliers and other invitees will have the full, free, and uninterrupted right and license to enter upon and cross over the common property, with or without vehicles, equipment, and machinery, for the purposes of access to and from the lands and for the purposes described in Bylaw 30(1) above. The owner developer will be responsible for any damage caused to the common property by such entry on and use of the common property.”; and

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

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

- 36(1) An owner, tenant or occupant will be required to pay a one time move-in fee of \$150 prior to any change in tenancy or other move-in to the 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.
- (4) An owner, tenant or occupant of a strata lot may submit a request to the strata corporation in order to reserve a date and time period during which the owner, tenant or occupant will be entitled to the elevator in the development and loading area and/or designated loading stall(s) for the development (or for shared use by the development and the North Tower (as defined in Bylaw 45)). The loading area and/or designated loading stalls may be used to facilitate moves into or out of the strata lots as well as any other general loading/unloading tasks.
- (5) Provided a designated loading area and/or loading stall(s) for the development (or for shared use by the development and the North Tower) are not being used under a reservation made pursuant to Bylaw 36(4), the loading area and/or loading stall(s) will be generally available to all owners, tenants, occupants, visitors, employees, agents, invitees and suppliers of the strata lots within the strata corporation (and, as applicable, strata lots within the North Tower) on a first-come, first-served basis.

### **Use of Amenity Spaces**

- 37(1) The development includes certain common amenity facilities (collectively, the **"South Tower Amenity Space"**), including without limitation, a bicycle pavilion(with bicycle repair stations and wash areas) and an indoor/outdoor amenity facility (including, without limitation, automated parcel lockers, spin room/cycling studio, fitness facility with yoga/meditation room, social lounge areas with common kitchen (some or all of which may be available for reservation), children's play area, meeting/multipurpose room(s), co-working area, game lounge, outdoor pool, deck and barbeque/seating area(s)), all located on the common property and shared with other owners, tenants and occupants of the North Tower. In addition, owners, tenants and occupants of the development have access to certain amenities located in the North Tower on lands adjacent to the development but not forming part of the common property, including without limitation, an outdoor children's play area and a bicycle pavilion (collectively, the **"Shared North Tower Amenity Space"** and together with the South Tower Amenity Space, the **"Shared Residential Amenities/Facilities"**);
- (2) Each owner, tenant or occupant will comply with: (1) in respect of the South Tower Amenity Space, the rules and regulations from time to time established by the strata corporation which govern the use and enjoyment of the South Tower Amenity Space and (2) the terms of any easement in respect of the Shared North Tower Amenity Space which is for the benefit of the strata corporation and any rules and regulations made pursuant to any such easement. Postings of any such rules and regulations will constitute sufficient notice to all such persons.

- (3) Except as otherwise permitted pursuant to an easement that governs the common property or a statutory right of way over common property, all Shared Residential Amenities/Facilities are for the shared use of the owners, tenants, occupants of the development or the North Tower and their accompanying visitors only.
- (4) Any use of the South Tower Amenity Space or the Shared North Tower Amenity Space 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 South Tower Amenity Spaces or any Shared North Tower Amenity Space 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 South Tower Amenity Spaces or any Shared North Tower Amenity Space, or who continues to breach a rule or bylaw after receiving a verbal warning from a representative of the strata corporation (or in the case of the Shared North Tower Amenity Space, a representative of the strata corporation of the North Tower), is required to leave the such South Tower Amenity Space or Shared North Tower Amenity Space, as the case may be, immediately upon request of such representative.
- (6) Entry into and/or use of the South Tower Amenity Space or any Shared North Tower Amenity Space 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 South Tower Amenity Space if such South Tower Amenity Space is being used in an unsafe or disruptive manner, if the South Tower Amenity Space 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 the South Tower Amenity Space is required for a function organized or approved by the strata corporation. Any Shared North Tower Amenity Space may be temporarily closed or have access thereto restricted subject to the terms of the easement(s) in favour of the strata corporation in respect to such Shared North Tower Amenity Space.
- (8) An owner, tenant and occupant may be permitted, on a first-come, first-served basis, to reserve certain designated South Tower Amenity Space or Shared North Tower Amenity Space for exclusive use, subject to availability and any applicable hourly rate(s), user fee(s), minimum reservation period(s) and/or payment of refundable damage deposit(s) upon booking, as may be required by the strata corporation (or in the case of a reservation of a Shared North Tower Amenity Space, the strata corporation for the North Tower) and set out in the rules and regulations governing the exclusive use and reservation of particular South Tower Amenity Space or Shared North Tower Amenity Space. Any and all income generated by the collection of such user fees will be used for the maintenance and operating expenses of the South Tower Amenity Space and/or the Shared North Tower Amenity Space.
- (9) No pets, other than those pets certified as service animals, are allowed in any indoor South Tower Amenity Space or any indoor Shared North Tower Amenity Space except, for clarity, within the parking facility.



- (10) Children must be accompanied by a guardian at all times while within the South Tower Amenity Spaces or any Shared North Tower Amenity Space and the use any play areas located within the common property of the development or the North Tower, if any, is at the users' own risk and the strata corporation (and/or the strata corporation for the North Tower, as the case may be) will not be held liable for any injury, damage or loss however caused; and
- (11) Neither the South Tower Amenity Space nor Shared North Tower Amenity Space may not be used in any manner that disrupts other owners, tenants and occupants of the development, the Commercial Component or the North Tower and must comply with the noise bylaws of the City of Surrey.

### **Parking and Storage**

- 38(1) An owner, tenant or occupant of a strata lot is only entitled to the use of a parking stall and/or bicycle/storage locker in the parking facility located either within:
- (a) the development, pursuant to a partial assignment of the parking stall and bicycle/storage lease (the "**Master Parking/Storage Agreement**") between the strata corporation (by assignment from the owner developer), as landlord, and the owner developer (by assignment from (BlueSky Properties (UD Parking) Inc.), as tenant; or
  - (b) the North Tower, pursuant to a partial assignment of a separate parking and bicycle/storage lease (the "**Easement Master Parking/Storage Agreement**"), between the North Tower strata corporation (by assignment from the owner developer), as landlord, and the owner developer (by assignment from BlueSky Properties (UD Parking) Inc.), as tenant, or pursuant to such other form of agreement(s) as the developer may in its sole discretion determine (including by way of easement(s), licence(s) or other legal agreement(s), which may be registered or unregistered) and which are subject to one or more parking and storage easements, as applicable.

This section shall not restrict the use of any parking stalls or bicycle/storage lockers designated as limited common property, if any.

- (2) An owner, tenant, occupant, visitor or guest must use the 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 stall and/or bicycle/storage locker in the building or on the common property or on any limited common property, except the parking stall and/or bicycle/storage locker assigned to such owner pursuant to Bylaw 38(1) or, when specifically agreed with another owner, the parking stall and/or bicycle/storage locker assigned to the strata lot of that other owner;
  - (b) permit their visitors to use any parking stall and/or bicycle/storage locker in the building or on the common property, any limited common property or on the adjacent lands in the Commercial Component or in the North Tower, except such parking stall specifically designated for visitor use by the strata corporation or the owner of the adjacent lands, as applicable;

- (c) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property, any limited common property or on the adjacent lands in the Commercial Component or the North Tower, except in the case of emergency;
  - (d) rent or lease the parking stall and/or bicycle/storage locker assigned by the strata corporation to his or her strata lot to, or otherwise permit that parking stall and/or bicycle/storage locker to be regularly used by, anyone that is not a resident of the development;
  - (e) park any vehicle in a manner which will reduce the width of any parking ramp, drive aisle or roadway on the common property, any limited common property, on the adjacent lands in the Commercial Component or the North Tower;
  - (f) use any part of the common property of the development or the North Tower (including any parking stall 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 Master Parking/Storage Agreement, Easement Master Parking/Storage Agreement or other such form of agreement as the developer may in its sole discretion determine, subject to any rules and regulations of the strata corporation; and
  - (g) wash any vehicle within the parking facility unless permitted by the strata corporation and/or under the rules and regulations in place from time to time with respect to use of the parking facility.
- (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 of the development or the North Tower or onto the Commercial Component.
  - (5) No parking is permitted except in a designated parking stall, 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 of the development or the North Tower without the consent of the strata corporation (or the North Tower strata corporation, as the case may be), 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 stall and/or bicycle/storage locker due to the intentional or negligent conduct of an owner, tenant, occupant or visitor will be the sole responsibility of the owner that has been granted the exclusive use of the applicable parking stall and/or bicycle/storage locker in the common property of the development or the North Tower.

### **Bicycle Storage**

- 39 No person may keep a bicycle within the common property of the development or the North Tower other than in bicycle stalls located in the bicycle storage room(s)

and/or pavilion(s) located on the common property or subject to one or more parking and storage easements in favour of the development (which will be available for use by owners and occupants of the strata lots on a first-come, first-served basis) and/or the designated bicycle/storage locker(s) assigned to for the exclusive use of a particular strata lot pursuant to Bylaw 38(1). The strata corporation shall be responsible for administering the use of the bicycle storage room(s)/pavilion(s) and any bicycle stalls located within the interior and exterior common property and, if applicable, within the common property of the North Tower if designated for use by the strata corporation, pursuant to certain parking and storage easements. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bike stalls, 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 Resident Stalls**”) in the common property are designed and constructed to accommodate vehicles driven by disabled persons. Some or all of the Accessible Resident Stalls will be allocated by way of partial assignment of the Master Parking/Storage Agreement, 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 Master Parking/Storage Agreement in connection with any request by an owner for an exchange of an Accessible Residential Stall provided such request satisfies the requirements set out in section 4.09 of the Master Parking/Storage Agreement.

### **Electric Vehicle Chargers**

- 41(1) An owner of a strata lot who has been assigned a parking stall in the common property of the development ( pursuant to the Master Parking Agreement) or of the North Tower (pursuant to the Easement Master Parking Agreement) that is pre-installed with an electric receptacle (an “**EV Receptacle**”) may not use, or permit its tenants or occupants to use, such EV Receptacle until such owner has unlocked the EV Receptacle with the strata corporation. The owner who has unlocked an EV Receptacle is required to pay the strata corporation an additional monthly fee in connection with such EV Receptacle, at a rate of \$30.00 per month or such other rate as may be set by the strata corporation from time to time, until such time as the EV Receptacle is replaced with an electric vehicle charger (an “**EV Charger**”) pursuant to this Bylaw 41.
- (2) Upon the strata corporation’s receipt of a request by an owner for permission to install an EV Charger in a parking stall that is not equipped with an EV Receptacle and has been assigned for the exclusive use of such owner pursuant Bylaw 38(1), the strata corporation will notify all other owners in the same load sharing circuit group and will require the owner within such group whose assigned parking stall is equipped with an EV Receptacle, to replace such EV Receptacle with an EV Charger (in each case, an “**EV Stall**”) at the sole cost and expense of such owner in accordance with this Bylaw 41, as required to activate the load sharing circuit.
- (3) An owner of a strata lot who has been assigned a parking stall and wishes to install an EV Charger for use in such parking stall (or who is required to do so pursuant to Bylaw 41(2) above) must apply to the strata corporation for approval and satisfy any requirements of the strata corporation before installing such EV Charger.

Without limiting the foregoing, the strata corporation may require the following requirements to be satisfied before approving the installation of an EV Charger:

- (a) the EV 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 EV Charger must be capable of load-sharing with any existing EV Chargers on the same circuit (being a 4:1 ratio), as determined by the EV Network Operator; and
  - (c) the EV Charger must be registered with the EV Network Operator at the time it is installed.
- (4) The installation of any EV Charger must be carried out by a qualified electrician approved in advance by the strata corporation.
  - (5) The owner will be responsible for purchasing, installing, maintaining and repairing the EV Charger in their assigned parking stall at the owner's sole cost and expense.
  - (6) An owner, tenant or occupant of a strata lot will have the exclusive right to use an EV Receptacle (or thereafter, an EV Charger, if any), which is appurtenant to an EV Stall assigned to such owner whether under the Master Parking/Storage Agreement, the Easement Master Parking/Storage Agreement or other such form of agreement as the developer may in its sole discretion determine.
  - (7) 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 EV Receptacle or EV Charger in the parking facility (whether on the common property or on the common property of the South Tower) except for (1) an EV Receptacle or EV Charger, if any, which is appurtenant to a parking stall which has been assigned to such owner, or (2) an EV Receptacle or EV Charger, if any, which is made available by the strata corporation for common use.
  - (8) An owner may not use, or permit its tenants or occupants to use, an EV Charger installed in a parking stall assigned to such owner pursuant to Bylaw 38(1) until such owner has activated such EV 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 an EV Charger in a parking stall assigned to such owner is required to pay any and all charges applicable to such EV Charger to the strata corporation or, if determined by the strata corporation, to the EV Network Operator. An owner may deactivate an installed EV Charger for a parking stall assigned to such owner under the Master Parking/Storage Agreement, the Easement Master Parking/Storage Agreement or other such form of agreement as the developer may in its sole discretion determine, in accordance with the procedures set by the strata corporation and the EV Network Operator from time to time.
  - (9) Anyone who uses an EV Receptacle or EV Charger provided by the strata corporation for common use, if any, is required to pay any and all charges applicable to such EV Receptacle or EV 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, elevators, indoor amenity spaces, storage/bicycle storage rooms and parking facilities;
- (b) smoke or vape on the exterior common property or limited common property, including balconies, decks, patios, outdoor amenity areas (including any outdoor South Tower Amenity Spaces), walkways, roadways or parking areas; and
- (c) permit the smoke or odour from smoking or vaping to escape any strata lot such that it can be smelled by an owner, tenant or occupant of another strata lot.

(3) Despite any legalization or decriminalization, marijuana production within a condominium development has the potential to cause disturbing odours, mould proliferation and/or insurability concerns. Therefore, growing marijuana plants, and/or processing or production, including sale or resale, of marijuana products is prohibited within the bounds of the strata plan, including, without limiting the foregoing, in any strata lot or on any common property or limited common property.

(4) All persons, including, without limitation, owners, tenants and occupants of the strata lots and visitors of such persons, must comply with this Bylaw 42. Owners, tenants and occupants of the strata lots must ensure that this Bylaw is not violated by their visitors or anyone else they let into the development.

(5) The strata corporation may make reasonable accommodation for one or more individuals that have an addiction to nicotine or marijuana that is a physical or mental disability or who require the use of marijuana for medical purposes in connection with a physical or mental disability. Whether or not reasonable accommodation is required under the *BC Human Rights Code* will be determined in the reasonable discretion of the strata corporation. In making the accommodation, the strata corporation will consider how to accommodate the disability without exposing others to second-hand smoke.

## Noise

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

## Shared UD South Facilities

- 44 The development, together with a separate commercial development (the “**Commercial Component**”) containing certain commercial/retail units located in one or more airspace parcel within the building containing the development, and certain interconnected and related services and facilities are physically integrated components of a mixed-use project (the “**UD South Development**”) which share, without limitation, certain common facilities, areas, systems, support structures, services and utilities (collectively, the “**Shared UD South Facilities**”), but otherwise operate independently. The owners, tenants and occupants of the strata lots will comply with the terms and conditions of any and all easements and/or other agreements entered into or assumed by the strata corporation in respect of structural support for, access to, egress from and/or the shared use and enjoyment of, the Shared UD South Facilities and any and all rules and regulations established by the strata council for the development and by the owner(s) of the Commercial Component (in any case where the owner of the Commercial Component (or part thereof) is a strata corporation, then, by the strata council of such strata corporation) governing the structural support for, access to, egress from and/or the use and enjoyment of, the Shared UD South Facilities.

## Shared Residential Amenities/Facilities and Shared Project Facilities

- 45 In addition to and without limitation of Bylaw 44, the development shares certain amenities, facilities, areas, systems, support structures, services and utilities, such as an at-grade auto courtyard and a public art feature (collectively, the “**Shared Project Facilities**”) with an adjacent development known as University District North (the “**North Tower**”) and with the Commercial Component and the development shares the Shared Residential Amenities/Facilities and certain other amenities and facilities only with the North Tower and not with the Commercial Component, but otherwise the development operates independently. The owners, tenants and occupants of the strata lots will comply with the terms and conditions of any and all easements and/or other agreements entered into or assumed by the strata corporation in respect of access to, egress from and/or the shared use and enjoyment of, the Shared Residential Amenities/Facilities and the Shared Project Facilities and any and all rules and regulations established from time to time by a management committee for such Shared Residential Amenities/Facilities and/or the Shared Project Facilities, if any, or by the strata council for the development, the strata council for the North Tower and/or the owner(s) of the Commercial Component, as applicable, governing the access to, egress from and/or the use and enjoyment of, the Shared Residential Amenities/Facilities and/or the Shared Project Facilities.

## Cost Sharing

- 46 Owners of the strata lots acknowledge that the strata corporation is or may be a party to one or more cost sharing agreements (which may be included within one or more easements whereby the applicable shared use is permitted and/or may be contained within one or more separate instruments) pursuant to which the strata

corporation is obligated to pay its proportionate share of the costs relating to the management, administration, operation, cleaning, maintenance, repair, insuring and replacement (including, without limitation, the cost of all utilities, personnel, materials, supplies and equipment necessary for such purposes) of, without limitation, the Shared UD South Facilities, the Shared Residential Amenities/Facilities and the Shared Project Facilities (and/or any parking stalls and/or bicycle/storage lockers that may be shared by the development with the North Tower and/or the Commercial Component, as applicable). The strata corporation's share of the costs under each such agreement constitutes an expense of the strata corporation which will be borne by the owners of the strata lots in proportion to the unit entitlement of their respective strata lots or as otherwise set out in the budget of the strata corporation.

### **Access for Inspection / Repairs to Equipment and Systems**

- 47 Notwithstanding the responsibility of each owner under Bylaw 2(3), upon not less than 48 hours' prior written notice to the owner, tenant or occupant of a strata lot (except in the case of emergency when no notice is required), such owner, tenant, or occupant must allow a property manager for the strata corporation or representative thereof, a member of the strata council or a contractor or subcontractor of the strata corporation, or any other person authorized by the strata corporation, to enter the strata lot for the purpose of carrying out the strata corporation's duties and obligations in respect of carrying out periodic inspections to equipment and systems serving the strata lots and the common property development, including the heat pump unit installed in a strata lot, and in the event that an owner has failed to comply with Bylaw 2(3), may carry out such reasonable repair, maintenance and/or replacement of the filter in the applicable equipment installed in an owner's strata lot at the cost of the owner.

### **Video Surveillance**

- 48(1) The common property of the strata corporation may, from time to time or at all times, be subject to 24-hour audio and video surveillance for the purpose of recording the activities of owners, tenants, occupants, guests, and the general public within common property. In addition to the foregoing, all or part of the Shared UD South Facilities, all or part of the Shared Residential Amenities/Facilities and all or part of the Shared Project Facilities and other various areas and facilities of the North Tower or the Commercial Component (which do not form part of the common property of the strata corporation) may be subject to 24 hour audio and/or video surveillance, from time to time or at all times, for the purpose of recording the activities owners, tenants, occupants, guests, and the general public within such areas, including the owners, tenants, occupants, and guests of the development.
- (2) Audio and/or video surveillance equipment within the common property of the strata corporation (hereinafter referred to as "**Cameras**") must not be positioned in such a way that they monitor or record:
- (a) activities outside of the bounds of the strata plan; or
  - (b) activities in areas where owners, tenants, visitors and employees have a reasonable expectation of privacy such as change rooms, washrooms, or within any strata lot.
- (3) Cameras shall be located at the following positions:

- (a) all elevator lower lobbies, and any designated rooms containing bicycle/storage lockers;
  - (b) where any enterphones are located; and
  - (c) within the portion of the Shared Residential Amenities/Facilities, the Shared UD South Facilities and the Shared Project Facilities forming part of the common property of the development;
- (4) Notices will be posted on the common property advising the public of ongoing audio/video recording.
- (5) The audio/video surveillance system may operate 24 hours per day, seven days per week and will be used to record all activities in the common areas of the strata corporation for the purpose of obtaining usable evidence of illegal acts and/or infractions of the bylaws of the strata corporation and the cause of any damage to property, or other loss or damages, including verification of identity of persons responsible and potential witnesses.
- (6) The information and recordings collected may be used as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in court, arbitration or any other hearing or dispute resolution proceedings.
- (7) The audio/video surveillance recordings system as outfitted from time to time will include a number of cameras and a central recording system which will be kept in a secure locked location and will be password protected for access only by authorized representatives of the strata corporation.
- (8) Recorded data must be securely destroyed after the number of days required by law, unless:
- (a) a copy of the recordings was provided to a third party, in which case it must be securely retained indefinitely;
  - (b) a request is made by a council member that a specific recording be preserved for consideration by the strata council at the next council meeting, in which case the recording may be saved for an additional period as determined by the strata corporation or as required by law; or
  - (c) the strata council decides to preserve recordings from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must be recorded in the minutes, and must state the period of time for which the recordings will be preserved.
- (9) No owners, third parties or other person will be entitled to view or receive a copy of recordings, except as contemplated by the bylaws or required by law.
- (10) Notwithstanding anything contained in this Bylaw 48:
- (a) in the event the owner developer does not enter into an agreement with an exclusive provider of telephone/cable/internet in respect of the common property, the Cameras may not provide services for the screening of visitors to the development; and



- (b) audio and/or video surveillance within the North Tower and the Commercial Component, which do not form part of the common property of the strata corporation, will be as determined by the owners of the applicable areas.

### **Key Fobs**

- 49(1) Access to the common areas of the strata plan is controlled by use of key fobs (each, a “**Key Fob**” and collectively, “**Key Fobs**”), which may include the ability to record the time and area accessed by each Key Fob bearer.
  - (2) The data recorded by the key fob system may be used alone or in conjunction with audio or video recordings as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in court, arbitration or any other hearing or dispute resolution proceedings.
  - (3) The recordings will be stored by the digital recording device and may be saved indefinitely, transferred to permanent storage media, or overwritten as new data is stored on the device, all in accordance with the purposes of this Bylaw 49.
  - (4) Recorded data must be securely destroyed after the number of days required by law, unless:
    - (a) a copy of the recording was provided to a third party, in which case it must be securely retained indefinitely; or
    - (b) the strata council decides to preserve data from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must record the period of time for which the data will be preserved.
  - (5) No owners, third parties or other persons will be entitled to view or receive a copy of access data, except as contemplated by the bylaws or required by law.

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

- 50(1) The audio/video surveillance recordings and/or Key Fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those strata corporation bylaws and rules which relate to the safety and security of the development and its owners, tenants and occupants.
  - (2) The personal information of owners, tenants and occupants will only be reviewed or disclosed as follows:
    - (a) law enforcement in accordance with Bylaw 50(1);
    - (b) the property manager of the strata corporation and strata council members in accordance with Bylaw 50(1); or
    - (c) in the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video/audio surveillance recording or Key Fob usage records and the personal information of the requesting owner, tenant or occupant may be reviewed by or disclosed to such requesting owner, tenant or occupant.

- (3) In installing and/or maintaining the systems described In Bylaws 48 and 49, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any owner tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.”.

**EXHIBIT "H"**

**PROPOSED FORM OF MASTER PARKING/STORAGE AGREEMENT – REVISED**

[See Attached]

**UNIVERSITY DISTRICT SOUTH**

**PARKING AND BICYCLE/STORAGE LEASE**

**(MASTER PARKING/STORAGE AGREEMENT)**

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

**BETWEEN:**

**BLUESKY PROPERTIES (UD SOUTH) INC.** a body corporate duly incorporated under the laws of the Province of British Columbia, having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(“Owner”)

**AND:**

**BLUESKY PROPERTIES (UD PARKING) INC.** a body corporate duly incorporated under the laws of the Province of British Columbia, having an office at 1101 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(“Tenant”)

**WITNESSES THAT WHEREAS:**

- A. Owner is the beneficial owner of certain lands and premises located in the City of Surrey, British Columbia and currently legally described as:

Parcel Identifier: 030-861-926  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101,

(the “Lands”);

- B. BlueSky Properties (UD Lands) Inc. holds legal title to the Lands as the nominee, agent and bare trustee for and on behalf of the 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. If the Lands have not yet been subdivided to create the Remainder Parcel (as defined below), then after entering into this Lease and prior to or upon the completion of development of the Lands, the Owner intends to subdivide the Lands by an air space subdivision plan (the “Airspace Plan”) in respect of the Lands to create an air space parcel (herein referred to as “ASP 1”) within which a commercial development will be constructed and a remainder parcel (the “Remainder Parcel”) within which the residential strata development will be constructed, as described below.
- E. Upon the completion of development of the Remainder Parcel, Owner proposes to subdivide the Remainder Parcel 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 Remainder Parcel to be known as **"University District South"** (the **"Development"**);

- F. 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;
- G. 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"**), all of the bicycle/storage lockers (collectively, the **"Bicycle/Storage Lockers"** and each a **"Bicycle/Storage Locker"**) (and all of the storage rooms containing the Bicycle/Storage Lockers) located within the Leased Premises and the Common Storage Room (as defined in Section 5.01), if any, located within the Leased Premises;
- H. The Strata Plan will designate the Leased Premises, including the Stalls, Bicycle/Storage Lockers (and all of the storage rooms containing the Bicycle/Storage Lockers) and the Common Storage Room (if any), 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
- I. 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 (if any), 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 of the 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 7 and Article 8 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 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 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 or Bicycle/Storage Locker may transfer his, her or its interest in such Stall 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 or Bicycle/Storage Locker 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 or Bicycle/Storage Locker.

#### 4.09 Re-Allocation 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 storage room identified on the Strata Plan as “Developer’s Storage Room” (the “**Common Storage Room**”), if any, 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.**

## **ARTICLE 7. CERTAIN TYPES OF STALLS**

### 7.01 EV Chargers and EV Receptacles.

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

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

7.02 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 8. ASSIGNMENT TO BENEFICIAL OWNER**

8.01 Assignment to Beneficial 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, without limitation, BlueSky Properties (UD South) 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 9. MISCELLANEOUS**

9.01 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 Strata Plan to reflect any changes to the Leased Premises.

9.02 Definitions.

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

9.03 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.

9.04 Registration.

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

9.05 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.

9.06 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.

9.07 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.

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

**BLUESKY PROPERTIES (UD SOUTH) INC.**

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

**BLUESKY PROPERTIES (UD 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 the Common Storage Room (if any) 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 (if any) upon completion of construction and delineation of the same.

**[Sketch Plan to be inserted by Developer prior to filing in Land Title Office]**

SCHEDULE B

**UNIVERSITY DISTRICT SOUTH**

**PARKING STALL AND/OR 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 (Master Parking/Storage Agreement) dated ♦, 20♦ between BlueSky Properties (UD South) Inc. (the "Owner"), as landlord, and BlueSky Properties (UD 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 (Master Parking/Storage Agreement) 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 7.01 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 and original Assignment.

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

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

SCHEDULE C

**UNIVERSITY DISTRICT SOUTH**

**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 (Master Parking/Storage Agreement) dated ♦, 20♦ between BlueSky Properties (UD South) Inc. (the "Owner"), as landlord, and BlueSky Properties (UD 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 (Master Parking/Storage Agreement) 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 "I"**

**PROPOSED FORM OF PARTIAL ASSIGNMENT OF MASTER PARKING/STORAGE AGREEMENT –  
REVISED**

[See Attached]

# UNIVERSITY DISTRICT SOUTH

## PARKING STALL AND/OR 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 (Master Parking/Storage Agreement) dated ♦, 20♦ between BlueSky Properties (UD South) Inc. (the "Owner"), as landlord, and BlueSky Properties (UD 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 (Master Parking/Storage Agreement) 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 and original Assignment.

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

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

**EXHIBIT "M"**

**PROPOSED FORM OF MANAGEMENT AGREEMENT – REVISED**

**AGENCY AGREEMENT**

THIS AGREEMENT dated for reference as of the 21st day of July 2022.

BETWEEN:

**THE OWNERS, STRATA PLAN EPS \_\_\_\_\_ – “UNIVERSITY DISTRICT SOUTH TOWER”,** a Strata Corporation constituted under the laws of British Columbia and having its address at 10448 University Drive Surrey BC, 10448 & 10468 University Drive, Surrey BC

(hereinafter called the “**Strata Corporation**”)

OF THE FIRST PART

AND:

**TRIBE MANAGEMENT INC.;** a company incorporated under the laws of the Province of British Columbia with offices at #1606-1166 Alberni Street, Vancouver, BC V6E 3Z3

(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 activities associated with or carried on in the Strata Plan.
- B. Subject to the Act and the Bylaws, the Strata Council must exercise the powers and perform the duties of the Strata Corporation, including the enforcement of the Bylaws and Rules.
- C. The Agent has agreed to provide certain services to the Strata Corporation.
- D. The Strata Corporation has agreed to contract with the Agent for the purposes of providing the services described in this Agreement.

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:

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## 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 of this Agreement;
  - 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 any schedules attached to this agreement, and any amendments to this agreement;
  - 1.5 **“Bylaws”** means the bylaws adopted by the Strata Corporation and in effect from time to time;
  - 1.6 **“CRT”** means the Civil Resolution Tribunal of British Columbia;
  - 1.7 **“Laws”** means all applicable restrictive covenants, zoning ordinances and building codes, health, environmental and safety laws and regulations, and other municipal, provincial and federal laws, statutes, ordinances, rules, regulations, orders, civil resolution tribunal decisions and court decisions;
  - 1.8 **“Meetings”** means all Strata Council meetings and Strata Corporation general meetings;
  - 1.9 **“Owners”** means the owners of strata lots included in the Strata Plan;
  - 1.10 **“PIPA”** means the *Personal Information Protection Act and amendments thereto and any regulations adopted pursuant to the Personal Information Protection Act*;
  - 1.11 **“RESA”** means the *Real Estate Services Act* and amendments thereto and any regulations or rules adopted pursuant to the *Real Estate Services Act*;
  - 1.12 **“Rules”** means the rules of the Strata Corporation made pursuant to sec. 125 of the Act from time to time;
  - 1.13 **“Section”** means a section of the Strata Corporation created pursuant to Part 11 of the Act;
  - 1.14 **“Strata Corporation”** means the strata corporation described on page 1 of this Agreement;

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- 1.15 “**Strata Council**” means the strata council of the Strata Corporation;
- 1.16 “**Strata Plan**” means the strata plan filed in the Land Title Office that created the Strata Corporation; and
- 1.17 “**Tax**” means the Goods and Services Tax as may be applicable under the *Excise Tax Act* and the 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 to this Agreement, the Strata Corporation appoints the Agent as its sole and exclusive Agent to provide services to the Strata Corporation upon the terms and conditions contained in this Agreement. The Agent agrees to provide the services in a 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 business affairs of the Strata Corporation;
- 3.2 Administration - To assist the Strata Council with its administration of the common property and common assets of the Strata Corporation at 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 the Act and agreements entered into between the Strata Corporation and any other person, firm or corporation in respect of the business affairs of the Strata Corporation;
- 3.4 Staffing - To designate a representative of the Agent to be the principal contact person between the Agent and the Strata Corporation;

Financial

- 3.5 Strata Fees - To receive and record all strata fees, special levies, user fees, contributions to the contingency reserve fund, and other revenues and amounts due to the Strata Corporation;

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3.6 Unpaid Strata Fees - Upon specific instructions of the Strata Council, demand and attempt to lawfully recover strata fees, contingency reserve fees, special levies or user fees and any and all other monies from time to time payable by Owners to the Strata Corporation.

To assist the Strata Council in 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. Such assistance may include, with the direction of Strata Council, and the charge of a fee in the amount set forth in item 12 of Schedule A:

- (a) the signing, filing and delivering of certificates of liens, receipts, certificates and acknowledgements; and
- (b) working with the Strata Corporation’s legal counsel in taking legal or other enforcement action;

3.7 Annual Budget - To annually furnish an estimate of revenues and expenses in order to assist the Strata Council in determining the appropriate amount of contribution to be paid by each Owner towards operating expenses and the contingency reserve fund as part of the budgeting process required by the Act;

3.8 Accounting Statement - To provide the Strata Council with a monthly accounting statement of receipts, disbursements, expenses and charges;

3.9 Miscellaneous Accounting Functions – To provide accounting functions requested by the Strata Corporation and/or Strata Council that are not included elsewhere in this Agreement. For example, calculations related to shared expenses and to charge a fee for such services in the amount set forth in item 2 of Schedule A.

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 - Provided funds are available and subject to the Strata Council’s authorization where required, to pay from the Strata Corporation’s funds in a timely fashion all charges, expenses and outgoings payable by or chargeable to the Strata Corporation;

3.12 Payroll Accounts - If necessary, to provide payroll accounting for Strata Corporation employees either directly or through a third party service provider and to charge a fee for such services in the amount set forth in item 3 of Schedule A;

3.13 Strata Corporation’s Monies - To deposit all receipts of the Strata Corporation into the appropriate trust account(s) 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. 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 directed by the Strata Council and as permitted under RESA and section 95 of the Act;

Trust Accounts

- 3.14 Maintenance of Trust Accounts - To maintain at least one separate trust account for operating expenses in the name of the Strata Corporation;
- 3.15 Contingency Reserve/Special Levy Trust Accounts - To maintain separate trust accounts and sub-accounts for contingency reserve money and 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;
- 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 or review engagement of the books at the Strata Corporation’s cost. The Agent shall charge a fee specified in item 4(c) of Schedule B for supervising the independent audit or review engagement;
- 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. In any event, such execution must be at the direction of the Strata Council.

Meetings/Attendances

- 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 5 of Schedule A attached hereto. The Agent’s attendance over and above the number of Meetings specified in item 5 of Schedule A, or attending at any Meeting of a duration longer than the number of hours specified in item 6 of Schedule A, shall be mutually agreed upon by the parties and the Agent shall be entitled to charge the additional fees shown in Clauses 5.2(b) or 5.2(c) as applicable;

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- 3.20 Other Attendances - To arrange for a representative of the Agent to attend at a mutually agreed time and date to attendances requested by the Strata Council including but not exhaustively information meetings, committee meetings, arbitrations, mediations, court hearings and other attendances requested by the Strata Council;

Strata Council

- 3.21 Strata Council - To consult and communicate with and advise the Strata Council in regard to the performance of any of the Strata Council's obligations under the Act. The Agent shall act upon the direction of the Strata Council;

Records

- 3.22 Records - To keep full and detailed records of the transactions of the Strata Corporation;
- 3.23 Owner/Tenant's Registry - To maintain a registry of all Owners and tenanted strata lots;
- 3.24 Preparation and Retention - In compliance with section 35 of the Act and at the direction of the Strata Council,
- (a) prepare the records required by section 35(1) of the Act;
- (b) retain the records required by section 35(2) 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; and
- (c) retain the records for such time as required by RESA and section 35(3) of the Act;
- 3.25 Inspection of Records - In compliance with section 36 of the Act, PIPA and at the direction of the Strata Council, make available for inspection to an Owner the Strata Corporation's documents, accounts and records which the Agent may have and must be produced pursuant to section 36. At the direction of the Strata Council, the Agent may redact records made necessary by the application of PIPA. The Agent shall charge an hourly fee in the amount specified in 7 of Schedule A the time spent redacting and supervising the inspection of such records. Any such material shall be made available to any Owner, after first receiving reasonable notice from the owner in accordance with the Act, of their intention to inspect the records at the office of the Agent. Subject to compliance with the Act, electronic records may be retained outside British Columbia or Canada, in which case they may be subject to the laws of the jurisdiction in which such records are located;
- 3.26 Use and Disclosure of Strata Corporation Information and Personal Information of Owners - Subject to PIPA, 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

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Corporation, and provide to a third party documentation and information as required by the Act to facilitate the sale of any strata lot;

- 3.27 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 general meetings of the Strata Corporation pursuant to the terms and conditions of this Agreement and as required by the Act and the Bylaws;
- ~~3.28 Correspondence - Subject to payment of a fee by the Strata Corporation based upon limits on the number of communications as noted in Clause 5.2(j) of this Agreement, to receive and respond to all correspondence as directed by the Strata Council;~~
- 3.29 Forms - At the direction of the Strata Council, prepare, sign, file and deliver necessary statutory forms, including Form B, F and G certificates, Form H acknowledgements, and Forms I, L, M, N and X. The Agent acknowledges that the Act's regulations restrict the amount that can be charged to the person requesting forms such as Form B's and F's. The Agent shall be entitled to retain the fees and disbursements it charges such Owners, proposed purchasers, lenders, real estate licensees, lawyers or notaries. Due to liability concerns and workload factors, the Agent shall charge the Strata Corporation for preparing, signing, filing and delivering the necessary statutory forms an additional amount as noted in Clause 5.2 of this Agreement;

### Bylaws and Rules

- 3.30 Bylaws and Rules - To familiarize itself with RESA, the Act and the Strata Corporation's Bylaws and Rules;
- 3.31 Bylaws and Rules Enforcement - To assist with the enforcement of the Bylaws and Rules and, if so directed by the Strata Council, at the expense of the Strata Corporation assist in any action to enforce or stop any breach or infraction of the Bylaws and Rules;
- 3.32 Fines - At the direction of the Strata Council and expense of the Strata Corporation, to provide section 135 of the Act letters and notices of fines levied by the Strata Council and provide necessary follow up enforcement;
- 3.33 Liens - At the direction of the Strata Council and expense of the Strata Corporation, to prepare, sign, file and remove section 116 liens against delinquent Owners in accordance with the Act and to provide necessary enforcement. 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

- 3.34 Property Insurance - To assist the Strata Corporation to place and maintain adequate property, liability, equipment breakdown and other insurance required from time to

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time and obtain quotes for insurance appraisals. All insurance appraisal costs and premium costs shall be expenses of the Strata Corporation. The Agent shall not be liable for any negligence of any such insurance agent or the insurance appraiser;

- 3.35 E&O Insurance - Upon the direction of the Strata Council, to assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Strata Council Errors & Omissions Insurance;
- 3.36 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 an additional insured and shall be applicable to any indemnification of the Agent by the Strata Corporation as required under this Agreement;
- 3.37 Availability of Insurance - When assisting the Strata Corporation in obtaining insurance, the Agent shall attempt to obtain such insurance on commercially reasonable terms. The Agent shall not be liable 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;
- 3.38 Agent's Insurance - The Agent shall maintain such insurance for itself as is required by RESA;

Maintenance and Services

- 3.39 Contractors and Employees - To facilitate the work of contractors, suppliers or employees. Whenever directed by the Strata Council or the Agent deems it advisable or necessary, the Agent shall hire or discharge contractors, suppliers or employees on behalf of the Strata Corporation. It is agreed and understood that all such employees and independent contractors shall be paid by the Strata Corporation and deemed to be employees and independent contractors of the Strata Corporation and not of the Agent. It is agreed that the Agent shall not be responsible for the acts, defaults or negligence of such employees or independent contractors;
- 3.40 Contracts - To arrange for 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 directed by the Strata Council. To monitor and negotiate renewal or replacement of such contracts;
- 3.41 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,

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materials and supplies as is necessary to properly equip and maintain the common property and common assets of the Strata Corporation;

- 3.42 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. The Strata Corporation acknowledges that such services may not be available in the event of a major regional emergency;
- 3.43 Limitations on Expenses – The Agent is authorized to spend the Strata Corporation’s money without further authorization provided the Agent complies with the provisions of the Act and their fiduciary duties under RESA. For further explanation, the Agent agrees to obtain the approval of the Strata Council 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; (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; or (d) expenditures necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise, pursuant to section 98(3) of the Act;

Proceedings

- 3.44 Legal Proceedings – To assist in resolving 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, CRT, internal appeals and residential tenancy disputes;
- 3.45 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;
- 3.46 Owner’s Defaults - Subject to the direction of the Strata Council, 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;
- 3.47 Compliance with Notices or Orders - To notify the Strata Council of any notices or orders of any competent public authority requiring repairs to be done in respect of the common property and common assets, or any part thereof, and to notify the Owners of individual strata lots that they must in a like manner comply with such notices or orders in regard to their own individual strata lots;
- 3.48 Compliance with Laws - To assist the Strata Council in taking such action on behalf of the Strata Corporation as the Strata Council may direct, in order for the Strata Corporation to comply promptly with any and all orders or requirements affecting the Strata

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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

3.49 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 provided for in this Agreement and as directed by the Strata Council.

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;

5.1(a) That the Agent may receive from persons or parties, other than the Strata Corporation, without further specific disclosure, invitations as disclosed in Schedule C to this Agreement.

5.2 Agent's Fees - To pay to the Agent the following fees:

(a) a fee in advance each and every month during the term of this Agreement, in the amount and on the day specified in item 8 of Schedule A;

(b) an additional fee in the amount specified in item 9 of Schedule A, for each additional Meeting over the number specified in Clause 3.19 and item 5 of Schedule A;

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- (c) an additional hourly fee in the amount specified in item 10 of Schedule A for each hour of attendance at any Meeting longer than the hours specified in Clause 3.19 and item 6 of Schedule A;
- (d) an additional hourly fee specified in item 11 of Schedule A for attending information meetings, committee meetings, arbitrations, mediations, court hearings, or other attendances requested by the Strata Council;
- (e) an additional fee specified in item 12 of Schedule A for assisting with litigation or other methods of dispute resolution involving the Strata Corporation including CRT matters;
- (f) an additional fee specified in Schedule B for special projects and/or major renovations, as determined by the size and nature of the special project and/or major renovations;
- (g) an additional fee in the amount specified in item 13 of Schedule A, per strata lot for each month of depositing and processing of special levies, including the refund of a special levy pursuant to section 108 (5) or the distribution of operating funds from other sources;
- (h) an additional fee in the amount specified in item 14 of Schedule A, per strata lot for each month that the strata fees need to be adjusted due to the timing of the passing of the budget and the occurrence of the fiscal year end;
- (i) an additional hourly fee in the amount specified in item 7 of Schedule A for the time spent redacting and supervising the inspection of section 35 of the Act records;
- ~~(j) an additional fee for preparation and receipt of correspondence, including exchanges of emails, that are in excess of the number specified in Schedule B;~~
- (k) an additional fee for preparing, signing, filing and delivering necessary statutory forms requested by a third party in the amount specified in item 15 of Schedule A;
- (l) an additional hourly fee in the amount specified in item 16 of Schedule A for assisting the Strata Corporation in any redevelopment, including but not exhaustively, cancellation of the Strata Corporation. The Strata Corporation acknowledges that such assistance might include, but not exhaustively, meetings with realtors, meetings with potential developers, meetings with lawyers, meetings with liquidators, arranging general meetings and information meetings of the Strata Corporation, swearing affidavits and attending court hearings;
- (m) an amount or amounts that reimburse the Agent for all expenses incurred by the Agent on behalf of the Strata Corporation including, but not exhaustively, legal fees incurred in order to protect the Strata Corporation or the Agent in carrying out the services noted in this Agreement;
- (n) an additional fee for preparing and delivering correspondence unrelated to instructions from the Strata Council including, but not exhaustively, energy rebate applications, rental applications

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and letters to a municipal or regulatory authority to assist with the retrieving of records for renovations, in the amount specified in item 17 of Schedule A;

- (o) such additional fees as are provided for in Schedule B, or as may be agreed upon in writing from time to time;
- (p) together with any applicable Tax payable on such fees or related disbursements.

5.3 Payment of Agent's Fees - The Strata Corporation hereby authorises the Agent to deduct the Agent's fees and disbursements from the strata fees, special levies, user fees and any other monies collected by the Agent pursuant to Clause 3;

5.4 Adjustment of Strata Fees for Fiscal Year - The Strata Corporation agrees that strata fees will be adjusted as applicable to the commencement of the fiscal year of the Strata Corporation when the Owners approve a budget that amends the fee schedule after the fiscal year end of the Strata Corporation.

5.5 Shortfall - If the bills, accounts or expenses paid by the Agent pursuant to this Agreement 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, the Strata Corporation shall pay the Agent the amount of such excess promptly upon request. This payment may include a 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;

5.6 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;

5.7 Transfer Documentation - To direct and compensate the Agent in accordance with the Act for all transfer of title and ancillary documents for owners;

5.8 Third Party Fees - Despite and in addition to Clause 21 of this Agreement and in compliance with Rules 5-7 through 5-12 under the RESA, when providing administrative services that include, but not exhaustively, preparing and issuing statutory and regulatory forms and certificates, returning cheques (such as NSF) and making photocopies and complying with requests for extraordinary services (such as rush or top priority requests) when requested or required, the Agent may collect from the person making the request a fee in the amount as permitted by the Act or otherwise. This disclosure confirms the authority from the Strata Corporation to collect such amounts on behalf of the Strata Corporation and retain such amounts as remuneration to the Agent. The Agent may use a third-party service provider for the delivery of such statutory forms as Form B and Form F and any attached documents to those forms in compliance with the regulations of the Act, provided that there is no additional charge to the Strata Corporation for doing so.

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- ~~5.9 Exclusivity - That the Strata Corporation, during the term of this Agreement and for two (2) years after its termination, 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;~~
- 5.10 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;
- 5.11 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;
- 5.12 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. The Agent is not 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;
- 5.13 Hazardous Material - The Agent is not responsible for the identification, control, management, treatment or remediation of any contaminant or hazardous material including, without limiting the generality of the foregoing, any asbestos, lead or silica containing materials. In the event that any contaminant or hazardous material is found within the Strata Corporation, the Strata Corporation shall undertake to address the identification, control, treatment and remediation of any such contaminant on an expedited basis without relying in any way on the Agent for such identification, control, treatment or remediation;
- 5.14 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.
- 5.15 Owner/Council Conduct – Occasionally when managing a strata corporation the Agent and its licensees are subject to bullying and verbal abuse from owners and strata council members, in Meetings and communications. The Strata Council acknowledges the possibility of the Agent being bullied and verbally abused. The Strata Council agrees its members will discourage such conduct and support the Agent if it does occur. The Strata Council further agrees that if such conduct (in the sole determination of the Agent) does occur, the Agent is entitled to discontinue the Agent’s involvement in a Meeting or as a participant in continued communications, as the case may be.

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No Set-Off

- 6. That the Strata Corporation shall not be entitled to set off any uncollected strata fees, special levies or user fees or other monies owed the Strata Corporation 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 Agent shall, upon receipt of written authorization, act upon the resolutions of the Strata Council. The foregoing shall constitute the full and sufficient authority for the Agent to act in accordance with such instruction or directions. The Strata Council agrees to provide prompt responses to requests from the Agent for directions, instructions and information. The Agent's interpretation of the Act is a guide and shall not be regarded as legal advice. The Agent shall advise the Strata Council of generally accepted practices throughout the strata agency industry;

Financial Statements

- 8. The Strata Council agrees to review each statement of receipts and disbursements referred to in Clause 3.8, 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 under this Agreement.

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

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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. 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 and shall be construed such 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 and their respective successors and assigns.

Amendments in Writing

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

Duration and Termination

- 14. This Agreement shall commence and become effective on the date set forth in item 1 of Schedule A, and shall continue for an indefinite term until terminated in accordance with this Clause. This Agreement shall terminate upon the occurrence of any of the following events:
  - (a) Two months after receipt by the Agent of a notice of a resolution passed by a ¾ vote approved by the Owners, terminating this Agreement;
  - (b) Two months after receipt by the Agent of a notice of a resolution passed by a ¾ vote of the Strata Council, terminating this Agreement;
  - (c) Two months after receipt by the Strata Corporation of a notice from the Agent, terminating this Agreement;
  - (d) Immediately, through the bankruptcy of the Agent; or
  - (e) Immediately, through the insolvency or fraud of the Agent.
  - (f) The Initial Agency Agreement will be for a term of 1 (one) year. Under Section 24 SPA, the Management agreement must be renewed at the sole discretion of the Strata Corporation at the second Annual General Meeting

After Termination

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- 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. 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.

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 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 in this Agreement.

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 the Strata Council as soon as reasonably possible. The Strata Corporation hereby acknowledges and consents to the Agent acting for other strata corporations, and sections and owners within such strata corporations.

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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 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.

The Strata Corporation and Owners

22. The Strata Corporation hereby consents to the Agent providing property rental services or trading services to an individual Owner. The Agent shall enter into separate service agreements with each individual Owner and will advise the Strata Corporation in writing when it commences acting for any individual Owner.

Primary Client and Secondary Client

23. The Agent hereby declares that the Agent’s “primary client” is as specified in item 9 of Schedule B (the “Primary Client”) and the “secondary client” is as specified in item 9 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 an Owner

24. If the Agent is providing property rental services or trading services to an individual Owner, there may be conflicts as between such an Owner and, the Strata Corporation. If the Strata Corporation is declared to be the Agent’s Primary Client, the Agent will provide full

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representation to the Primary Client and the Agent shall provide limited representation to the Owner.

Limited Services to Secondary Client

25. In the event of a conflict where the Agent continues to act for the Agent's Primary Client and ceases to act for the Secondary Client with respect to the matter giving rise to the conflict, the Agent will not be able to:
- (a) act in the Secondary Client's best interests, if those interests conflict with the interests of a Primary Client;
  - (b) act in accordance with the Secondary Client'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 Secondary Client; or
  - (d) disclose to the Secondary Client's any confidential information about the Primary Client.

Annual Review Fee

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

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EXECUTED ON BEHALF OF )  
THE OWNERS, STRATA PLAN EPS \_\_\_\_\_ )  
UNIVERSITY DISTRICT SOUTH TOWER )  
by its authorized signatories: )

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

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

EXECUTED ON BEHALF OF )  
TRIBE MANAGEMENT INC. )  
by its authorized signatories: )

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

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Authorized Signatory )

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**SCHEDULE A**

1. Clause 2: Commencement Date: **1st day of the month after 1st strata lot conveyance**
2. Clause 3.9: Fee for providing miscellaneous accounting functions: \$100 per hour (plus applicable taxes)
  - a. Fee for providing miscellaneous accounting functions for Air Space Parcels: \$1.00 per strata lot (plus applicable taxes)
3. Clause 3.12: Fee for providing payroll services: at cost plus \$50 (plus applicable taxes) / per employee / per month
4. Clause 3.14 and 3.15: The Agent shall maintain the following trust accounts on behalf of the Strata Corporation (check if applicable):
  - Operating fund trust account
  - Contingency reserve trust account
  - Special levy trust account
  - Other: N/A
5. Clause 3.19: Maximum Number of Meetings: **11** (**10** Council plus **1** AGM)
6. Clause 3.19: Maximum Hours per Meeting: **2 Hours**
7. Clause 3.25: Hourly fee for redaction and supervision of inspection of records:
  - Property Manager: \$150.00 (plus applicable taxes) per hour
  - Support Staff: \$75 (plus applicable taxes) per hour
8. Clause 5.2(a): Monthly Agent's Fee: **\$6,600.00** (plus applicable taxes) payable on the 1st day of each month
9. Clause 5.2(b): An additional fee for each Meeting over the maximum number: \$400.00 (plus applicable taxes)
10. Clause 5.2(c): Hourly rate for attendance at each Meeting over specified number of hours: \$150.00 (plus applicable taxes)
11. Clause 5.2(d): An additional fee of \$150.00 (plus applicable taxes) per hour for attending information meetings, committee meetings, arbitrations, mediations, court hearings and other attendances requested by the Strata Council
12. Clause 5.2(e): An additional fee of \$150.00 (plus applicable taxes) per hour for assisting with litigation and other methods of dispute resolution including CRT matters

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**THE OWNERS, STRATA PLAN EPS \_\_\_\_\_ - UNIVERSITY DISTRICT SOUTH TOWER**

- 13. Clause 5.2(g): An additional fee of \$2.50 (plus applicable taxes) per strata lot for each month of depositing and processing of special levies (with a minimum fee of \$200.00 plus applicable taxes)
- 14. Clause 5.2(h): An additional fee of \$2.00 (plus applicable taxes) per strata lot for each month that the strata fees need to be adjusted due to the timing of the passing of the budget and the occurrence of the fiscal year end
- 15. Clause 5.2(k): An additional fee of \$100.00 (plus applicable taxes) per hour for preparing, signing, filing and delivering necessary statutory forms requested by a third party
- 16. Clause 5.2(l): An additional fee of \$150.00 (plus applicable taxes) per hour for assisting the Strata Corporation in any redevelopment, including but not exhaustively, the cancellation of the Strata Corporation
- 17. Clause 5.2(n): An additional fee of \$100.00 (plus applicable taxes) per hour for preparing and delivering correspondence unrelated to instructions from the Strata Council

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**SCHEDULE B**

**Special Terms and Amendments**

1. Clause 3.16: Annual fee for the statutory review of books: \$150.00 (plus applicable taxes) per bank Account.
2. Clause 3.33: Fee for administration of liened receivables: \$600.00 (plus applicable taxes)  
Note: Fee is levied against the delinquent Owner's account.
3. Clause 3.6(a): Fee for Final Demand Letter including Title Search: \$100.00 (plus applicable taxes)  
Note: Fee is levied against the delinquent Owner's account.
4. Additional fees:
  - (a) ~~Clause 5.2(j); Preparation and receipt of correspondence, including but not limited to exchanges of emails, that number in excess of \_\_\_\_\_ per month~~
  - (b) Clause 5.2(f): Special Projects and Major Renovations: To be mutually agreed between Strata Council and the Agent, prior to the start of any Special Project or Major Renovations, fees to be based on:
    - a) 5.0% of the job cost (plus applicable taxes) for projects less than \$100,000
    - b) 2.5% of the job cost (plus applicable taxes) for projects ranging between \$100,000 and \$500,000
    - c) 1.5% of the job cost (plus applicable taxes) for projects greater than \$500,000
  - (c) Clause 3.17 Supervising Independent Audits and Review Engagements: \$250.00 (plus applicable taxes)
  - (d) Clause 5.2(o): Other:
    - (a) Processing of payments/refunds to Owners resulting from a Special Levy Surplus and/or settlement of any agreement or legal proceeding: \$4.00 per cheque (plus applicable taxes)
    - (b) Monthly PAP processing fee: Flat fee of \$25.00 per month (plus applicable taxes)
    - (c) Returned Payments – Cheque/PAP (i.e. NSF): \$48.00 (charged to the owner's account)
    - (d) Rental disclosure statement / Land Title searches and / or registration costs: At cost

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**THE OWNERS, STRATA PLAN EPS \_\_\_\_\_ - UNIVERSITY DISTRICT SOUTH TOWER**

- (e) Administrative Support for Depreciation Reports: \$75.00 (plus applicable taxes) per hour
  - (f) Preparation and filing of the Non-Profit Organization Information Return (T1044) with Canada Revenue Agency (CRA), if such return is not included in an annual audit or accounting of the Corporation's financial affairs: \$175.00 (plus applicable taxes)
  - (g) Preparation and filing of the Corporate Income Tax Return (T2) with Canada Revenue Agency (CRA), if such return is not included in an annual audit or accounting of the Corporation's financial affairs: \$175.00 (plus applicable taxes)
  - (h) Legal Retainer: \$20.00 (Plus applicable taxes) per month upon commencement of a legal retainer program.
  - (i) After hours support: \$150/hr billed in 15-minute increments (Plus applicable taxes)
  - (j) Cost of the use of DocuSign for the transition process: \$3.50/unit during transition to Tribe (Plus applicable taxes)
5. Clause 5.6: Printing Costs: \$0.25 (plus applicable taxes) per copy  
Mailing Costs: Cost + 10% (plus applicable taxes)  
Envelopes: \$0.25 (plus applicable taxes) per envelope  
Long Distance Telephone Charges: Cost + 10% (plus applicable taxes)  
Courier Costs: Cost + 10% (plus applicable taxes)  
Storage Charges (off-site): \$1/box/month (plus applicable taxes)  
Storage Retrieval Charges: Handling at Cost + 10% (per box) per retrieval or return (plus applicable taxes) and \$30 delivery per retrieval or return (plus applicable taxes)  
Electronic processing of payables and payments: At Cost (plus applicable taxes)  
Electronic processing of receivables and receipts: At Cost (Plus applicable taxes)
6. Clause 15: Cost of duplication: \$0.25 (plus applicable taxes) per page
7. Documents and Rush Fees:

Fee(s) are charged directly to the individual requesting for documentation pursuant to the Strata Property Act for the purpose of sale or conveyance, or for the purpose of purchaser disclosure protection such as an Information Certificate (Form B) shall be charged at a rate equivalent to the permissible fees set by regulations to the Strata Property Act, plus additional fees the Agent may periodically impose and revise for rush service and/or other special requests which, as of the date of this agreement, are as follows:

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**THE OWNERS, STRATA PLAN EPS \_\_\_\_\_ - UNIVERSITY DISTRICT SOUTH TOWER**

Fees for Documents:

Form F (Certificate of Payment):	\$15.00
Form B (Information Certificate):	\$35.00
All documents attached to a Form B:	\$0.25/page

Rush Fees:

	<u>Form B</u>	<u>Form F</u>
Next Business Day:	\$300.00	\$150.00
Next 2 Business Days:	\$240.00	\$100.00
Next 3 Business Days:	\$160.00	\$ 80.00
7 Days onwards:	No Additional Charge	

The Agent uses eSTRATAHUB, a third-party provider to facilitate the request and delivery of the documents as listed above. eSTRATAHUB charges an order fee of \$30/order and is charged independently by eSTRATAHUB on top of the above fees. The Agent has no participation or control on the order fee.

8. Special Terms:

The Strata Corporation hereby gives its approval to the Strata Agent to pay any expenses under \$2,000 (or as per bylaw) without specific approval, provided that the expense is included in the budget. The Strata Corporation also hereby gives approval to the Strata Agent to pay all utility bills, monthly contracts, insurance premiums, and emergency expenditures regardless of whether they are above or under \$2,000 (or as per bylaw).

9. Disclosure Information (if applicable):

The Strata acknowledges that Tribe has disclosed that, prior to the signing of this Agreement, in the event that Tribe also manages individual Strata Lots, the Strata Corporation will be Tribe's primary client and the Owner of the individual Strata Lot will be the non-primary client. In this case, Tribe will only be able to provide limited representation to the Owner of the individual Strata Lot, and that Tribe will not be able to (i) act in the client's best interests, if those interests conflict with the interests of a primary client, (ii) act in accordance with the client's instructions, if acting in accordance with those instructions would lead the brokerage to breach any of the brokerage's obligations to a primary client, (iii) maintain the confidentiality of information about the client, or (iv) disclose to the client any confidential information about the primary client.

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**SCHEDULE C**

**Special Charges and Representations**

1. Clause 5.1(a): The Agent may receive from persons or parties, other than the Strata Corporation, without further specific disclosure, invitations that include, but not exhaustively, sporting matches, golf games, lunches, dinners, and other similar business development ventures;
  
2. Clause 21: The Agent may receive an additional fee paid by a third party for preparing, signing, filing and delivering necessary statutory forms requested by that third party.

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**SCHEDULE D**

**AGENCY DISCLOSURE  
REAL ESTATE SERVICES ACT**

**Sections 19 and 20 of the Services Agreement**

**(Real Estate Rules, 3-3 and 5-7 through 5-12)**

1. Tribe Management Inc. (the “Agent”) is licensed under the *Real Estate Services Act* (the “RESA”) as a Real Estate Brokerage. It employs a managing broker, associate brokers and representatives to provide strata and rental management services.
2. The RESA and the Real Estate Rules created under the RESA require that a licensee and his or her brokerage disclose any remuneration, including any commission, fee, gain or reward whether the remuneration is received, or is to be received, directly or indirectly other than remuneration paid directly by the client, including:
  - a. the source of the remuneration;
  - b. the amount of the remuneration or, if the amount of the remuneration is unknown, the likely amount of the remuneration or the method of calculation of the remuneration, and
  - c. all other relevant facts relating to the remuneration.

(Collectively, the “Remuneration”)

3. The Agent has agreed to provide certain real estate services to the Strata Corporation and the Strata Corporation and the Agent have entered into a written agreement to that effect (the “Agreement”).
4. The Agent is wholly owned by Tribe Property Solutions Inc. (“Tribe Solutions”)
5. Tribe Solutions derives revenue from the operations of the Agent.
6. The Agent uses a software product known as Tribe Home (formerly bazinga!<sup>tm</sup>) to provide the real estate services to its client under this Agreement
7. Tribe Solutions. is the successor company of the developer and owner of the Tribe Home software product.

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**THE OWNERS, STRATA PLAN EPS \_\_\_\_\_ - UNIVERSITY DISTRICT SOUTH TOWER**

8. The Agent does not currently derive any revenue from Tribe Solutions for the licensing, use or promotion of Tribe Home software product to its clients, but it may receive revenue or other consideration for doing so in the future.
  
9. The Tribe Home software product contains an online platform (the "Platform") where owners and/or tenants in buildings managed by the Agent may, once deployed, voluntarily purchase a variety of goods and services from various merchants. The merchants who provide the goods and services in the Platform pay remuneration to Tribe Solutions in order to gain access to and prominence on the Platform. The remuneration is in the form of referral fees and/or advertising fees and set on a merchant-by-merchant basis having regard to such variables as the nature of the goods or service sold, the volume of goods or services sold and the merchant's location and prominence within the Platform.

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**EXHIBIT "Q"**

**REGISTERED RECIPROCAL AMENITY USE AND COST SHARING AGREEMENT**

[See Attached]

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM C (Section 233) CHARGE

Jun-26-2019 07:30:21.009

CA7580828 CA7580835

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 42 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Ian Christopher Buchanan  
Hardie NT9119  
Digitally signed by Ian Christopher Buchanan  
Hardie NT9119  
Date: 2019.06.25 16:09:00 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

NORTON ROSE FULBRIGHT CANADA LLP

Barristers and Solicitors

1800 - 510 West Georgia Street

Vancouver

BC V6B 0M3

Tel: 604.687.6575

File No.: 18-2307

Document No.: Form C 122421114 / Terms 121904914

Reciprocal Amenity Space Easement

Document Fees: \$593.28

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a)  Filed Standard Charge Terms D.F. No.

(b)  Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Chris Ferronato

Barrister & Solicitor

#1100 - 838 West Hastings Street

Vancouver, B.C. V6C 0A6

Tel: 604-416-0097

Y	M	D
19	05	21

BLUESKY PROPERTIES (UD LANDS) INC. by its authorized signatory(ies):

Name: Dale Bosa

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

**Execution Date**

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Chris Ferronato  
Barrister & Solicitor  
#1100 - 838 West Hastings Street  
Vancouver, B.C. V6C 0A6  
Tel: 604-416-0097

Y	M	D
19	05	22

BLUESKY PROPERTIES (UD LANDS)  
INC. by its authorized signatory(ies) (as  
Transferee):

\_\_\_\_\_  
Name: Dale Bosa

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

**Execution Date**

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Susan Ho

Commissioner for Taking Affidavits in British Columbia

(as to the signature of the City Clerk)  
13450 - 104 Avenue  
Surrey, BC V3T 1V8  
exp 06/30/2021

Y	M	D
19	05	30

CITY OF SURREY by its authorized signatories:

\_\_\_\_\_  
General Manager, Planning and Development by his authorized designate Ron Gill, Manager, Area Planning & Development - North Division

\_\_\_\_\_  
Jennifer Ficocelli, City Clerk

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

**Execution Date**

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Uppkar Dosanjh

A Commissioner for Taking Affidavits for British Columbia

My Commission expires April 30, 2022  
1130 W. Pender Street, Suite 520  
Vancouver, BC V6E 4A4

**Y M D**

19 05 21

\_\_\_\_\_  
AVIVA INSURANCE COMPANY OF  
CANADA by its authorized signatory  
(ies):

\_\_\_\_\_  
Name: Tom Reeves  
Aviva Insurance Company of Canada

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

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**NO PID NMBR LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
DISTRICT PLAN EPP79101**

STC? YES

[Related Plan Number]

EPP79101

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**NO PID NMBR LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
DISTRICT PLAN EPP79101**

STC? YES

[Related Plan Number]

EPP79101

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 6 OF 42 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Easement**

Section 2.02

Dominant Lands:

Registered Owner of Parcel Identifier: NPA, Lot B  
Section 22 Block 5 North Range 2 West New  
Westminster District Plan EPP79101

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Priority Agreement**granting the Easement with one registration  
number less priority over Mortgage CA7262088 (as  
modified by CA7551585) and Assignment of Rents  
CA7262089

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Easement**

Section 3.02

Dominant Lands:

Registered Owner of Parcel Identifier: NPA, Lot A  
Section 22 Block 5 North Range 2 West New  
Westminster District Plan EPP79101

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Priority Agreement**granting the Easement with one registration  
number less priority over Mortgage CA7262088 (as  
modified by CA7551585) and Assignment of Rents  
CA7262089

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Covenant**

Section 9.01

Registered Owner: City of Surrey, as Transferee

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Priority Agreement**granting the Covenant with one registration number  
less priority over Mortgage CA7262088 (as  
modified by CA7551585) and Assignment of Rents  
CA7262089

FORM\_E\_V24

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 7 OF 42 PAGES

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NATURE OF INTEREST  
Equitable Charge

CHARGE NO.

ADDITIONAL INFORMATION  
Section 7.01

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NATURE OF INTEREST  
Equitable Charge

CHARGE NO.

ADDITIONAL INFORMATION  
Section 7.02

---

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

---

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

---

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION



**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 8 OF 42 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**5. TRANSFEROR(S):**

BLUESKY PROPERTIES (UD LANDS) INC. (Inc. No. BC0914328)  
AVIVA INSURANCE COMPANY OF CANADA (Inc. No. A0051421) (As to Priority)

**6. TRANSFEREE(S):** (including postal address(es) and postal code(s))

BLUESKY PROPERTIES (UD LANDS) INC. (Inc. No. BC0914328) of 1201 - 838 West Hastings Street, Vancouver, British Columbia, V6C 0A6 (as to the Easement in Section 2.02 and Equitable Charge in Section 7.01)

BLUESKY PROPERTIES (UD LANDS) INC. (Inc. No. BC0914328) of 1201 - 838 West Hastings Street, Vancouver, British Columbia, V6C 0A6 (as to the Easement in Section 3.02 and Equitable Charge in Section 7.02)

CITY OF SURREY of 13450 - 104 Avenue, Surrey, British Columbia, V3T 1V8 (as to the Covenant)

**TERMS OF INSTRUMENT – PART 2**

**RECIPROCAL AMENITY SPACE EASEMENT,  
COST SHARING AGREEMENT AND SECTION 219 COVENANT**

THIS AGREEMENT dated for reference May 6, 2019.

AMONG:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Lot A Owner**”)

AND:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Lot B Owner**, and together with the Lot A Owner, the “**Owners**”, and each, an “**Owner**”)

AND:

**CITY OF SURREY**, 13450 - 104 Avenue, Surrey, British Columbia, V3T 1V8

(the “**City**”)

WHEREAS:

- A. The Lot A Owner is the registered owner in fee simple of the lands and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: NPA  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot A**”);

- B. The Lot B Owner is the registered owner in fee simple of all and singular those certain parcels or tracts of land and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: NPA  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot B**”);

- C. Pursuant to Development Permit No. 7918-0058-00, authorized by the City, the Lot A Owner has received approval to construct the Lot A Building, including the Lot A Amenity Space, on Lot A, all as herein defined;
- D. The Lot B Owner intends to develop the Lot B Building, including the Lot B Amenity Space, on Lot B, all as herein defined;
- E. It is the intention of the Lot A Owner and the Lot B Owner that once the Lot A Building and the Lot B Building have been fully constructed, the owners of the Lot A Building and the owners of the Lot B Building shall share the use, enjoyment and expenses associated with using, maintaining, repairing, replacing and operating the Lot A Amenity Space and the Lot B Amenity Space;
- F. The Lot A Owner and the Lot B Owner wish to record the respective rights to access and use and the obligations to contribute to the costs of using, maintaining, repairing and replacing the Lot A Amenity Space and the Lot B Amenity Space;
- G. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple; and
- H. Section 219 of the *Land Title Act* states that a covenant in favour of a municipality may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality.

NOW THEREFORE in consideration of the premises and the sum of Ten (\$10.00) Dollars paid by each of the parties hereto to each other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and will not be denied, the parties hereto agree as follows:

## 1.00 Interpretation

### 1.01 Definitions

The parties agree that in this Agreement, the following terms have the meaning ascribed to them unless the context otherwise required:

- (a) **“Agreement”** means this agreement, including its recitals and schedules, all as may be amended in writing from time to time;
- (b) **“Amenity Space”** means the Lot A Amenity Space or the Lot B Amenity Space, as the context requires;
- (c) **“Annual Actual Lot A Amenity Space Operating Costs Statement”** has the meaning ascribed thereto in Section 5.03;
- (d) **“Annual Actual Lot B Amenity Space Operating Costs Statement”** has the meaning ascribed thereto in Section 6.03;
- (e) **“Annual Estimated Lot A Amenity Space Costs Budget”** means the annual operating costs budget prepared by the Lot A Owner for the Lot A Amenity Space;

- (f) **“Annual Estimated Lot B Amenity Space Costs Budget”** means the annual operating costs budget prepared by the Lot B Owner for the Lot B Amenity Space;
- (g) **“Construct”** means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, repair, remove or renew and all activities or other work incidental or related thereto and “Constructing”, “Construction” and “Constructed” have a corresponding meaning;
- (h) **“Damaged Improvements”** has the meaning ascribed thereto in Section 10.01;
- (i) **“Inspect”** means to inspect, test or examine any Parcel from time to time for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent to such Parcel, or for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in the loss of access or egress or support to or use of such other Parcel, and “Inspect” and “Inspected” have corresponding meanings;
- (j) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended and replaced from time to time;
- (k) **“Land Title Office”** means the New Westminster Land Title Office;
- (l) **“Lands”** means, together, Lot A and Lot B;
- (m) **“Lot A”** means those certain lands situate in the City of Surrey upon which the Lot A Building will be constructed and legally described in Recital A;
- (n) **“Lot A Amenity Space”** means the amenity space forming part of the Lot A Building and containing an outdoor amenity area including a children’s play area and a detention pond / water feature, all of which will form part of the common property of the Lot A Strata Corporation and are approximately shown in blue on the Project Plans, together with all related landscaping, all plumbing, mechanical, electrical and HVAC systems servicing such areas and facilities and all corridors, walkways, entrances, lobbies, stairs, stairwells, elevators, sidewalks and other means of access and egress which are designed, constructed, suitable and/or intended for use for access to and egress from such areas and facilities;
- (o) **“Lot A Amenity Space Costs”** means the aggregate, without duplication, of all costs incurred by the Lot A Strata Corporation, as reasonably required or appropriate in owning and operating the Lot A Amenity Space to a first class standard including, without limiting the generality of the foregoing:
  - (i) operating, Maintaining, Repairing and replacing the Lot A Amenity Space;
  - (ii) operating, Maintaining, Repairing and replacing the exhaust systems, HVAC systems, fire prevention systems and service connections, including all machinery, equipment, pipes, conduits, ducts, vents and all devices providing services and utilities, all structural Repairs and

correcting all structural defects to the structural elements whose primary purpose is support for the Lot A Amenity Space;

- (iii) utilities and services serving or benefitting the Lot A Amenity Space including, without limitation, lighting, water, electricity, cable, gas, telephone, security and internet service
- (iv) cleaning, janitorial, supervisory, security and maintenance services in respect of the Lot A Amenity Space;
- (v) costs reasonably allocated to insuring the common property against such perils and with deductibles a reasonably prudent owner thereof would insure against;
- (vi) reasonable management fees and employee costs incurred in connection with operating, Maintaining, Repairing, providing security services for and replacing the Lot A Amenity Space;
- (vii) the costs of painting and Repairing and replacing signage relating to the Lot A Amenity Space, landscaping and snow removal, all equipment leasing costs and/or the costs of acquiring exercise and other equipment, furniture, furnishings, as the case may be, for any such items contained or used in the Lot A Amenity Space,

but excluding:

- (viii) the costs of structural Repairs and correcting structural defects to the structural elements of the Lot A Building whose sole purpose is not to support the Lot A Amenity Space;
- (p) “**Lot A Amenity Space Easement**” means the easement granted by the Lot A Owner to the Lot B Owner to use the Lot A Amenity Space pursuant to Section 2.02 hereof;
- (q) “**Lot A Building**” means the 28 storey residential concrete highrise building with ground floor townhouses containing 323 residential strata lots and common property including the Lot A Amenity Space, all to be constructed on Lot A;
- (r) “**Lot A Owner**” means the registered owner from time to time of Lot A and any Parcel into which Lot A is subdivided, and its successors and assigns and includes, where the context requires, the Lot A Strata Corporation or the owner of the Lot A Strata Lots;
- (s) “**Lot B**” means those certain lands situate in the City of Surrey upon which the Lot B Building will be constructed and legally described in Recital B;
- (t) “**Lot B Amenity Space**” means the amenity space forming part of the Lot B Building and containing:

- (i) a bicycle pavilion associated with an at grade secure bicycle storage area, including bicycle cleaning and maintenance areas, lockers, lounge space, as well as an indoor cycling studio as a complementary use;
- (ii) an indoor amenity facility containing:
  - (A) a fitness facility, together with washrooms and change facilities, on level 3 of the Lot B Building; and
  - (B) a kitchen with eating area, a lounge area, a play area, a meeting room and a multi-purpose room on level 4 of the Lot B Building; and
- (iii) an amenity lobby and lounge at the ground level, connected to an outdoor seating area, providing the entrance to the indoor amenity facility;
- (iv) a large outdoor pool deck on level 5 (rooftop) of the Lot B Building and related facilities; and
- (v) a courtyard with seating,

all of which will form part of the common property of the Lot B Strata Corporation and are approximately shown in blue on the Project Plans, together with all related landscaping, all plumbing, mechanical, electrical and HVAC systems servicing such areas and facilities and all corridors, walkways, entrances, lobbies, stairs, stairwells, elevators, sidewalks and other means of access and egress which are designed, constructed, suitable and/or intended for use for access to and egress from such areas and facilities;

- (u) **“Lot B Amenity Space Costs”** means the aggregate, without duplication, of all costs incurred by the Lot B Strata Corporation, as reasonably required or appropriate in owning and operating the Lot B Amenity Space to a first class standard including, without limiting the generality of the foregoing:
  - (i) operating, Maintaining, Repairing and replacing the Lot B Amenity Space;
  - (ii) operating, Maintaining, Repairing and replacing the exhaust systems, HVAC systems, fire prevention systems and service connections, including all machinery, equipment, pipes, conduits, ducts, vents and all devices providing services and utilities, all structural Repairs and correcting all structural defects to the structural elements whose primary purpose is support for the Lot B Amenity Space;
  - (iii) utilities and services serving or benefitting the Lot B Amenity Space including, without limitation, lighting, water, electricity, cable, gas, telephone, security and internet service
  - (iv) cleaning, janitorial, supervisory, security and maintenance services in respect of the Lot B Amenity Space;

- (v) costs reasonably allocated to insuring the common property against such perils and with deductibles a reasonably prudent owner thereof would insure against;
- (vi) reasonable management fees and employee costs incurred in connection with operating, Maintaining, Repairing, providing security services for and replacing the Lot B Amenity Space;
- (vii) the costs of painting and Repairing and replacing signage relating to the Lot B Amenity Space, landscaping and snow removal, all equipment leasing costs and/or the costs of acquiring exercise and other equipment, furniture, furnishings, as the case may be, for any such items contained or used in the Lot B Amenity Space,

but excluding:

- (viii) the costs of structural Repairs and correcting structural defects to the structural elements of the Lot B Building whose sole purpose is not to support the Lot B Amenity Space;
- (v) “**Lot B Amenity Space Easement**” means the easement granted by the Lot B Owner to the Lot A Owner to use the Lot A Amenity Space pursuant to Section 3.01 hereof;
- (w) “**Lot B Building**” means the 37 storey concrete highrise building with ground floor townhouses containing 419 residential strata lots and common property including the Lot B Amenity Space, all of which may be constructed on Lot B;
- (x) “**Lot B Owner**” means the registered owner from time to time of Lot B and any Parcel into which Lot B is subdivided, and its successors and assigns and includes, where the context requires, the Lot B Strata Corporation or the owner of the Lot B Strata Lots;
- (y) “**Maintain**” means to keep in a good and proper state of repair, normal wear and tear excepted, and in a clean and safe condition including, without limiting the generality of the foregoing, cleaning, pressure washing, painting and resurfacing, as would a prudent owner from time to time, and “Maintenance”, “Maintained” and “Maintaining” have corresponding meanings;
- (z) “**Major Damage**” in respect of a Parcel occurs when:
  - (i) the Damaged Improvements on such Parcel are damaged or destroyed to the extent that the benefit and use of the easements granted herein to the Other Owner are diminished or are likely to be diminished in a material way and based on the opinion of a certified professional chosen by the Owner of the Parcel containing the Damaged Improvements, such damage or destruction cannot reasonably be Repaired or renewed within 90 days after the date such damage or destruction occurred;
  - (ii) the Damaged Improvements on such Parcel are condemned; or

- (iii) the insurers for the Owner of the Parcel containing the Damaged Improvements, pursuant to policies of insurance maintained in accordance with this Agreement, elect to treat the Damaged Improvements as a total loss,

provided that the determination of the extent of damage or destruction as provided in this Agreement shall be made by a certified professional chosen by the Lot A Owner;

- (aa) **“Other Owner”** means, vis à vis any Owner, as an owner of a Parcel, the Owner of the Other Parcel;
- (bb) **“Other Parcel”** means, vis à vis any Parcel, the other Parcel;
- (cc) **“Parcel”** means individually Lot A, Lot B and any Strata Lot or any parcel into which any of the foregoing are subdivided into, and **“Parcels”** means two or more of them as them as the context requires;
- (dd) **“Prime Rate”** means the annual rate of interest announced from time to time by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, or such other bank as selected by the Lot B Owner from time to time, as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada;
- (ee) **“Project Plans”** means those excerpts of the architectural plans of the Lot A Building and the Lot B Building prepared by ZGF Architects Inc. and attached hereto as Schedule “A”;
- (ff) **“Proportionate Share”** means in respect of the Lot A Strata Corporation and the Lot B Strata Corporation, the contribution required to be made by them pursuant to Section 5.00 towards payment of the Lot A Amenity Space Costs and pursuant to Section 6.00 towards payment of the Lot B Amenity Space Costs which, in each case, will be the percentage of such costs derived from the following ratios:
- (A) For Lot A Strata Corporation:
- Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan); and
- (B) For the Lot B Strata Corporation
- Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan);
- (gg) **“Repair”** means:
- (i) to remedy any defect and to repair any damage to any part of a Parcel; or



- (ii) to take any action reasonably necessary to remedy any failure of a Parcel owner to provide another Parcel owner's easements and rights, as granted hereunder,

and "Repaired" and "Repairing" have corresponding meanings;

- (hh) "**Strata Corporation**" means the strata corporation created with respect to Lot A or Lot B, as the case may be, by deposit of the Strata Plan;
- (ii) "**Strata Lot Owners**" means, from time to time, the registered owners of Strata Lots and "**Strata Lot Owner**" means any one of them;
- (jj) "**Strata Lots**" means the strata lots created upon deposit of the Strata Plan which subdivides Lot A or Lot B into Strata Lots and common property in accordance with the provisions of the *Strata Property Act* and "**Strata Lot**" means any one of such Strata Lots;
- (kk) "**Strata Plan**" means the strata plan subdividing Lot A or Lot B, as the case may be, into Strata Lots and common property in accordance with the provisions of the *Strata Property Act*;
- (ll) "**Strata Property Act**" means the *Strata Property Act*, S.B.C. 1998, c. 43 and amendments thereto and re-enactments thereof; and
- (mm) "**Users**" means the owners, tenants and occupants including, without limitation, any strata unit owners, from time to time of all or any part of a Parcel and their respective employees, servants, workers, agents, officers, contractors, consultants, licensees and invitees whether their authorization to access is implied or expressed unless any of such employees, servants, agents, officers, contractors, licensees or invitees are expressly not authorized.

#### 1.02 Interpretation

Whenever the singular or the masculine or neuter is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or allows.

#### 1.03 Headings

The inclusion of headings and clause titles is for convenience only and shall not affect the construction or interpretation of this Agreement;

#### 1.04 Reference to Enactments

Reference in this Agreement to any enactment, including laws of the City, is a reference to that enactment as amended, revised, consolidated or replaced.

#### 1.05 Schedules

The following schedules are attached and form part of this Agreement:

Schedule A – Project Plans

**2.00 Lot A Amenity Space Easement**

2.01 Premise of Conditional Grant of Easement. The Lot A Amenity Space Easement granted by the Lot A Owner to the Lot B Owner pursuant to this Section 2.01, and the Lot B Owner's obligations set out in this Section 2.00, are predicated and conditional on:

- (a) the Lot A Owner constructing the Lot A Building;
- (b) the Lot B Owner constructing the Lot B Building; and
- (c) the Lot B Owner and its successors in title to Lot B accepting the burden contained in all positive covenants and assuming as a continuing obligation of all the positive covenants set forth herein including, without limiting the generality of the foregoing, the covenant and obligation to pay its Proportionate Share of the Lot A Amenity Space Costs. The continuing use of the aforesaid easement is completely conditional on the Lot B Owner's continuing performance of a positive obligation to comply with all positive covenants set forth herein including, without limitation, the positive covenant and obligation to pay its Proportionate Share of the Lot A Amenity Space Costs and performance of such positive covenants is fundamental to the grant of this easement.

2.02 Grant of Easement. Subject to Section 2.01, the Lot A Owner hereby grants to the Lot B Owner and its Users, for so long as the aforesaid covenants and conditions are satisfied, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot A in common with the Lot A Owner and its successors, as owner of Lot A, to enter, go, pass and repass and use the Lot A Amenity Space at such times as the Lot A Owner from time to time may specify provided same specified hours apply to its own usage of the Lot A Amenity Space, for the purpose of using and enjoying same but subject always to the aforesaid condition as well as the reservations and limitations herein contained.

The Lot B Owner's and its successors' and assigns' use of the Lot A Amenity Space shall be irrefutable evidence of its agreement to assume the positive covenants on its part to be observed and performed herein.

2.03 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot B Owner and its Users shall not have access to any part of Lot A except the Lot A Amenity Space and those parts and features of Lot A (including, without limitation, all corridors, hallways, walkways, entrances, lobbies, doors, stairs, stairwells, sidewalks, plazas, elevators corridors, stairs and stairwells) which are designed, constructed, suitable and/or intended for use for pedestrian access to and egress from the Lot A Amenity Space.

2.04 Benefit and Burden. The easement granted in Section 2.02 will be appurtenant to and for the benefit of Lot B and will charge and be a burden upon and run with Lot A.

- 2.05 Secured Areas. Notwithstanding any provision herein, the Lot B Owner acknowledges, covenants and agrees with the Lot A Owner that, despite the easement rights granted to it to use the Lot A Amenity Space pursuant to Section 2.02, certain areas of the Lot A Amenity Space may be secured areas and accessible only by key, fob, access card or other similar device (“**Lot A Amenity Access Device**”) and if a User of Lot B does not have an Amenity Access Device to access any such areas (or alternatively, such User’s Lot A Amenity Access Device is not programmed to permit access), then such access shall only be conducted under escort by the property manager or other authorized personnel of the Lot A Owner or at the discretion of such person by requiring such User to obtain a Lot A Amenity Access Device.
- 2.06 Rules and Regulations. The Lot A Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which the Lot A Amenity Space may be accessed or used or enjoyed by the Lot B Owner and amend and rescind the same from time to time. It may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security, enjoyment, access, safety, cleanliness, management maintenance, health safety and operation of the Lot A Amenity Space and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot A Owner as well as to the Lot B Owner.

The Lot A Owner covenants and agrees with the Lot B Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 2.06.

- 2.07 Enjoyment of Easement. The Lot B Owner covenants and agrees with the Lot A Owner and upon it performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot A Owner, as owner of Lot A, and more particularly the Lot A Amenity Space or any person, firm or corporation claiming by, through, under or in trust for the Lot A Owner, as owner of Lot A.

The Lot A Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 2.10 hereof, interfere with the use of the Lot A Amenity Space as herein contemplated and the rights herein granted.

Subject to the provisions of Section 2.10, the Lot A Owner will not materially alter any portion of the Lot A Amenity Space, whether or not with respect to any other lands, without the prior written consent of the Lot B Owner, which consent will not be unreasonably withheld, conditioned or delayed.

- 2.08 Covenants – The Lot A Owner. The Lot A Owner hereby covenants and agrees with the Lot B Owner that:
- (a) it will well and substantially Repair, Maintain, paint, mend, renew and replace the Lot A Amenity Space in first class condition and working order as a prudent owner would do;

- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Lot A Amenity Space to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot A Owner and the Lot B Owner as a named insured under the policy;
  - (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
  - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
  - (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 2.08 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 2.08.

2.09 Reservations and Limitations. Notwithstanding the conditional easement to use the Lot A Amenity Space granted in Section 2.02 and the covenants made herein, there is hereby reserved to the Lot A Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot B Owner if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Lot A Amenity Space as may be required by the Lot A Owner or as the Lot A Owner may deem expedient provided that such temporary interruption is as short as reasonably possible and that reasonable notice of the interruption is delivered to the Lot B Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot B Market Condo Building will be sufficient notice of such interruption;
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Lot A Amenity Space as it may reasonably require or deem expedient;
- (c) Limitations. The Lot B Owner and its Users in exercising the easement to use the Lot A Amenity Space granted pursuant to Section 2.02 shall:
  - (i) only use and access those portions of the Lot A Amenity Space for which it is reasonable for them to have access to and the use of and not use any electrical, plumbing, mechanical and HVAC systems and the areas and related hallways in which they are contained or access is given thereto

and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and

- (ii) at all times act in a reasonable and fair manner, with the intent that in its exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

2.10 Covenants. The Lot B Owner hereby covenants and agrees with the Lot A Owner, in respect of the Lot A Amenity Space Easement granted to it:

- (a) Minimize Interference with Lot A Amenity Space Owner. It will, in exercising its rights to use the Lot A Amenity Space Easement located in Lot A:
  - (i) use only those portions of Lot A as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little Interference as possible with the use and enjoyment of Lot A by the Lot A Owner; and
  - (iii) if the exercise of such rights and easement to use the Lot A Amenity Space causes any damage to Lot A, forthwith, at its own expense, restore Lot A to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Lot A Amenity Space;
- (b) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot A Owner arising out of any use by it of the Lot A Amenity Space;
- (c) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot A Owner from time to time pursuant to Section 2.06 hereof in connection with the use of the Lot A Amenity Space.

### 3.00 **Lot B Amenity Space Easement**

3.01 Premise of Conditional Grant of Easement. The Lot B Amenity Space Easement granted by the Lot B Owner to the Lot A Owner pursuant to this Section 2.01, and the Lot A Owner's obligations set out in this Section 3.00, are predicated and conditional on:

- (a) the Lot A Owner constructing the Lot A Building;
- (b) the Lot B Owner constructing the Lot B Building; and
- (c) the Lot A Owner and its successors in title to Lot A accepting the burden contained in all positive covenants and assuming as a continuing obligation of all

the positive covenants set forth herein including, without limiting the generality of the foregoing, the covenant and obligation to pay its Proportionate Share of the Lot B Amenity Space Costs. The continuing use of the aforesaid easement is completely conditional on the Lot B Owner's continuing performance of a positive obligation to comply with all positive covenants set forth herein including, without limitation, the positive covenant and obligation to pay its Proportionate Share of the Lot B Amenity Space Costs and performance of such positive covenants is fundamental to the grant of this easement.

- 3.02 Grant of Easement. Subject to Section 2.01, the Lot B Owner hereby grants to the Lot A Owner and its Users, for so long as the aforesaid covenants and conditions are satisfied, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot B in common with the Lot B Owner and its successors, as owner of Lot B, to enter, go, pass and repass and use the Lot B Amenity Space at such times as the Lot A Owner from time to time may specify provided same specified hours apply to its own usage of the Lot B Amenity Space, for the purpose of using and enjoying same but subject always to the aforesaid condition as well as the reservations and limitations herein contained.

The Lot A Owner's and its successors' and assigns' use of the Lot B Amenity Space shall be irrefutable evidence of its agreement to assume the positive covenants on its part to be observed and performed herein.

- 3.03 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot A Owner and its Users shall not have access to any part of Lot B except the Lot B Amenity Space and those parts and features of Lot B (including, without limitation, all corridors, hallways, walkways, entrances, lobbies, doors, stairs, stairwells, sidewalks, plazas, elevators corridors, stairs and stairwells) which are designed, constructed, suitable and/or intended for use for pedestrian access to and egress from the Lot B Amenity Space.
- 3.04 Benefit and Burden. The easement granted in Section 3.02 will be appurtenant to and for the benefit of Lot A and will charge and be a burden upon and run with Lot B.
- 3.05 Secured Areas. Notwithstanding any provision herein, the Lot A Owner acknowledges, covenants and agrees with the Lot B Owner that, despite the easement rights granted to it to use the Lot B Amenity Space pursuant to Section 2.02, certain areas of the Lot B Amenity Space may be secured areas and accessible only by key, fob, access card or other similar device ("**Lot B Amenity Access Device**") and if a User of Lot B does not have an Amenity Access Device to access any such areas (or alternatively, such User's Lot B Amenity Access Device is not programmed to permit access), then such access shall only be conducted under escort by the property manager or other authorized personnel of the Lot B Owner or at the discretion of such person by requiring such User to obtain a Lot B Amenity Access Device.
- 3.06 Rules and Regulations. The Lot B Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which the Lot B Amenity Space may be accessed or used or enjoyed by the Lot A Owner and amend and rescind the same from time to time. It may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating

the hours of use, security, enjoyment, access, safety, cleanliness, management maintenance, health safety and operation of the Lot B Amenity Space and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot A Owner as well as to the Lot B Owner.

The Lot A Owner covenants and agrees with the Lot B Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 2.06.

- 3.07 Enjoyment of Easement. The Lot A Owner covenants and agrees with the Lot B Owner and upon it performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot B Owner, as owner of Lot B, and more particularly the Lot B Amenity Space or any person, firm or corporation claiming by, through, under or in trust for the Lot B Owner, as owner of Lot B.

The Lot B Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 2.10 hereof, interfere with the use of the Lot B Amenity Space as herein contemplated and the rights herein granted.

Subject to the provisions of Section 2.10, the Lot B Owner will not materially alter any portion of the Lot B Amenity Space, whether or not with respect to any other lands, without the prior written consent of the Lot A Owner, which consent will not be unreasonably withheld, conditioned or delayed.

- 3.08 Covenants – The Lot B Owner. The Lot B Owner hereby covenants and agrees with the Lot B Owner that:

- (a) it will well and substantially Repair, Maintain, paint, mend, renew and replace the Lot B Amenity Space in first class condition and working order as a prudent owner would do;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Lot B Amenity Space to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot B Owner and the Lot A Owner as a named insured under the policy;
  - (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
  - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and

- (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 2.08 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 2.08.

3.09 Reservations and Limitations. Notwithstanding the conditional easement to use the Lot B Amenity Space granted in Section 2.02 and the covenants made herein, there is hereby reserved to the Lot B Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot A Owner if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Lot B Amenity Space as may be required by the Lot B Owner or as the Lot B Owner may deem expedient provided that such temporary interruption is as short as reasonably possible and that reasonable notice of the interruption is delivered to the Lot A Owner (except in the case of emergency when no notice is required).
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Lot B Amenity Space as it may reasonably require or deem expedient;
- (c) Limitations. The Lot A Owner and its Users in exercising the easement to use the Lot B Amenity Space granted pursuant to Section 2.02 shall:
  - (i) only use and access those portions of the Lot B Amenity Space for which it is reasonable for them to have access to and the use of and not use any electrical, plumbing, mechanical and HVAC systems and the areas and related hallways in which they are contained or access is given thereto and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in its exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

3.10 Covenants. The Lot A Owner hereby covenants and agrees with the Lot B Owner, in respect of the Lot B Amenity Space Easement granted to it:

- (d) Minimize Interference with Lot B Amenity Space Owner. It will, in exercising its rights to use the Lot B Amenity Space Easement located in Lot B:
  - (i) use only those portions of Lot B as may be reasonably required for the purposes of such easement;



- (ii) use all reasonable efforts to cause as little Interference as possible with the use and enjoyment of Lot B by the Lot B Owner; and
- (iii) if the exercise of such rights and easement to use the Lot B Amenity Space causes any damage to Lot B, forthwith, at its own expense, restore Lot B to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Lot B Amenity Space;
- (e) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot B Owner arising out of any use by it of the Lot B Amenity Space;
- (f) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot B Owner from time to time pursuant to Section 2.06 hereof in connection with the use of the Lot B Amenity Space.

#### 4.00 Indemnities

4.01 Indemnities. Each Owner (the “**Indemnitor**”) shall indemnify and save the other Owner (the “**Indemnitee**”) harmless against all loss, damages, costs and liabilities suffered by the Indemnitee, including fees of solicitors and other professional advisors arising out of:

- (a) any breach, violation or non-performance by the Indemnitor or its Users, as the case may be, of any covenant, term or condition contained in this Agreement on its part to be observed or performed; and
- (b) any personal injury, death or property damage occurring in or about the Lot A Amenity Space and the Lot B Amenity Space and caused by the Indemnitor in carrying out or failing to carry out the activities or obligations of such party in the Lot A Amenity Space and the Lot B Amenity Space by virtue of this Agreement or otherwise including any matter or thing permitted or omitted by the Indemnitor, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities shall be paid by the Indemnitor to the Indemnitee upon the Indemnitee providing proof of loss suffered by it,

except for any indirect, special or consequential damages or loss of profits and except to the extent such personal injury or death, property damage, or other loss or damage is caused by the act or omission, including negligent acts or omissions or willful misconduct, of the Indemnitee, its Users or any other person for whose conduct the Indemnitee is responsible.

#### 5.00 Annual Estimated Operating Costs Budget for the Lot A Amenity Space

5.01 If and when the conditions in Section 2.01 have been satisfied, then prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which such conditions have been satisfied or such other date that the Lot A Owner may decide, the Lot A Owner will prepare and deliver to the Lot B Owner the Annual Estimated Lot A Amenity Space Operating Costs Budget.

- 5.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use the Lot A Amenity Space, the Lot B Owner covenants and agrees with the Lot A Owner to promptly and punctually pay to the Lot A Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot A Amenity Space Operating Costs Budget on the first day of each and every month during the fiscal period covered by such budget. If the Lot A Owner requires same, the Lot B Owner shall provide the Lot A Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.

Any monthly instalments that remain unpaid when due shall bear interest at the Prime Rate plus 5% per annum, calculated from the due date until paid, compounded monthly, not in advance. The Lot B Strata Corporation will allocate its Proportionate Share of the Annual Estimated Lot A Amenity Space Operating Costs Budget amongst the strata unit owners pro rata based on the unit entitlement of each such strata unit owner.

- 5.03 Budget Reconciliation. As soon as reasonably possible after the end of the fiscal period for which the Annual Estimated Lot A Amenity Space Operating Costs Budget has been prepared and in any event within 90 days of such period ending, the Lot A Owner shall provide the Lot B Owner with a written statement (the “**Annual Actual Lot A Amenity Space Operating Costs Statement**”) certified correct by an officer of the Lot A Owner showing the particulars of the actual Lot A Amenity Space Costs incurred by the Lot A Owner for the preceding fiscal period in reasonable detail, in order to permit the Lot B Owner to determine that the expenditures were reasonably incurred. The Annual Actual Lot A Amenity Space Operating Costs Statement shall also include those amounts already paid by way of monthly instalments by the Lot B Owner, as the case may be, and any money owing by or to the Lot A Owner shall be paid or credited within 30 days of receipt of the said statement. All adjustments shall be based on the reconciliation between the monthly instalments already paid and the Annual Actual Lot A Amenity Space Operating Costs Statement. Any adjusted amounts that are owing and remain unpaid for more than 30 days shall bear interest at the Prime Rate plus 5% calculated from the 31<sup>st</sup> day until paid, compounded monthly, not in advance.

5.04 General

- (a) The Lot A Owner agrees to keep accurate accounting records of the Lot A Amenity Space Costs, which records shall be available for inspection or audit at the year end by the Lot B Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot B Owner.
- (b) If the Lot B Owner disputes the actual Lot A Amenity Space Costs as shown on the Annual Actual Lot A Amenity Space Operating Costs Statement then it shall so notify the Lot A Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 5.05 hereof. Failing such notice, the Lot B Owner will be deemed to have accepted such statement.

- 5.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 5.05 by agreement between the Lot A Owner and the Lot B Owner which are not

made or resolved to their satisfaction (the “Disputes”, and each a “Dispute”) shall be settled in accordance with the requirements of this Section 5.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 5.00, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 11.07 shall not be considered to have been modified by this Section 5.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 5.05(b), the matter will be referred to binding arbitration pursuant to Section 8.05 hereof.

5.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot A Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot B Owner pursuant to this Agreement, the Lot B Owner, upon giving the Lot A Owner not less than fourteen (14) days’ notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

6.00 **Annual Estimated Operating Costs Budget for the Lot B Amenity Space**

- 6.01 If and when the conditions in Section 2.01 have been satisfied, then prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which such conditions have been satisfied or such other date that the Lot B Owner may decide, the Lot B Owner will prepare and deliver to the Lot A Owner the Annual Estimated Lot B Amenity Space Operating Costs Budget.
- 6.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use the Lot B Amenity Space, the Lot A Owner covenants and agrees with the Lot B Owner to promptly and punctually pay to the Lot A Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot B Amenity Space Operating Costs Budget on the first day of each and every month during the fiscal period covered by such budget. If the Lot B Owner requires same, the Lot A Owner shall provide the Lot B Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.

Any monthly instalments that remain unpaid when due shall bear interest at the Prime Rate plus 5% per annum, calculated from the due date until paid, compounded monthly, not in advance. The Lot A Strata Corporation will allocate its Proportionate Share of the Annual

Estimated Lot B Amenity Space Operating Costs Budget amongst the strata unit owners pro rata based on the unit entitlement of each such strata unit owner.

- 6.03 Budget Reconciliation. As soon as reasonably possible after the end of the fiscal period for which the Annual Estimated Lot B Amenity Space Operating Costs Budget has been prepared and in any event within 90 days of such period ending, the Lot B Owner shall provide the Lot A Owner with a written statement (the “**Annual Actual Lot B Amenity Space Operating Costs Statement**”) certified correct by an officer of the Lot B Owner showing the particulars of the actual Lot B Amenity Costs incurred by the Lot B Owner for the preceding fiscal period in reasonable detail, in order to permit the Lot A Owner to determine that the expenditures were reasonably incurred. The Annual Actual Lot B Amenity Space Operating Costs Statement shall also include those amounts already paid by way of monthly instalments by the Lot A Owner, as the case may be, and any money owing by or to the Lot B Owner shall be paid or credited within 30 days of receipt of the said statement. All adjustments shall be based on the reconciliation between the monthly instalments already paid and the Annual Actual Lot B Amenity Space Operating Costs Statement. Any adjusted amounts that are owing and remain unpaid for more than 30 days shall bear interest at the Prime Rate plus 5% calculated from the 31<sup>st</sup> day until paid, compounded monthly, not in advance.
- 6.04 General
- (a) The Lot A+B Owner agrees to keep accurate accounting records of the Lot B Amenity Space Costs, which records shall be available for inspection or audit at the year end by the Lot A Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot A Owner.
  - (b) If the Lot A Owner disputes the actual Lot B Amenity Space Costs as shown on the Annual Actual Lot B Amenity Space Operating Costs Statement then it shall so notify the Lot B Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 6.05 hereof. Failing such notice, the Lot A Owner will be deemed to have accepted such statement.
- 6.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 6.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 6.05 as follows:
- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 6.00, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 11.07 shall not be considered to have been modified by this Section 6.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
  - (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator,

then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and

- (c) failing a settlement of the Dispute pursuant to Section 6.05(b), the matter will referred to binding arbitration pursuant to Section 11.05 hereof.

6.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot B Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot A Owner pursuant to this Agreement, the Lot A Owner, upon giving the Lot B Owner not less than fourteen (14) days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

**7.00 Equitable Charges**

7.01 Equitable Charge over Lot A

The Lot A Owner hereby grants to the Lot B Owner an equitable charge over Lot A for an amount equal to the Lot A Owner's Proportionate Share of the Annual Actual Lot A Amenity Space Operating Costs Statement and the Annual Actual Lot B Amenity Space Operating Costs Statement and reasonable interest thereon payable by the Lot A Owner to the Lot B Owner. In the event of a subdivision of Lot A by the deposit of a strata plan, this equitable charge shall attach to and charge each strata unit created thereby. This equitable charge shall be enforceable by a court appointed receiver for the sum hereby secured from the funds of the strata corporation from time to time and also shall have authority to make and enforce payment of special assessments against all strata unit owners to settle the claims of the Lot A Owner. In any action to enforce this equitable charge, the Lot B Owner shall be entitled to court costs on a solicitor and own client basis (in the event of success), which costs shall also be a charge on Lot B and shall be apportioned as aforesaid. This equitable charge shall enure to the benefit of the Lot B Owner and its successors and assigns and this equitable charge shall run with the land and shall be binding upon the Lot A Owner and its successors in title but, with respect to personal liability, only for so long as and to the extent that the Lot A Owner or its successor in title remains an owner of Lot A or a part thereof.

7.02 Equitable Charge over Lot B

The Lot B Owner hereby grants to the Lot A Owner an equitable charge over Lot B for an amount equal to the Lot B Owner's Proportionate Share of the Annual Actual Lot A Amenity Space Operating Costs Statement and the Annual Actual Lot B Amenity Space Operating Costs Statement and interest required to be paid by the Lot B Owner to the Lot A Owner hereunder. In the event of a subdivision of Lot B by the deposit of a strata plan, this equitable charge shall attach to and charge each strata unit created thereby. This equitable charge shall be enforceable by a court appointed receiver for the sum hereby secured from the funds of the strata corporation from time to time and also shall have authority to make and enforce payment of special assessments against all strata unit owners to settle the claims of the Lot B Owner. In any action to enforce this equitable charge, the Lot A Owner shall be entitled to court costs on a solicitor and own client basis (in the event

of success), which costs shall also be a charge on Lot B and shall be apportioned as aforesaid. This equitable charge shall enure to the benefit of the Lot A Owner and its successors and assigns and this equitable charge shall run with the land and shall be binding upon the Lot B Owner and its successors in title but, with respect to personal liability, only for so long as and to the extent that the Lot B Owner or its successor in title remains an owner of Lot B or a part thereof.

#### 8.00 Subdivision

- 8.01 Subject to Section 8.02, if any Parcel is subdivided, including by way of Strata Plan, then the rights, covenants, easements and charges granted hereunder will continue to run with and bind each Subdivided Lot of which any part of any Easement Area or charged property forms a part.
- 8.02 Notwithstanding Section 8.01 and subject to Section 9.01(c), upon subdivision of a Parcel by a Strata Plan:
- (a) the burden and the benefit, as the case may be, of the equitable charge created pursuant to Sections 7.01 and 7.02 shall be registered against title to all Strata Lots; and
  - (b) the Section 219 Covenant created pursuant to Section 9.00 shall be registered against title to all Strata Lots.
- 8.03 Upon subdivision of a Parcel by a Strata Plan:
- (a) the Strata Corporation so created shall:
    - (i) perform and observe the parent Owner's covenants herein at the expense of the Strata Corporation and of the Strata Lot owners;
    - (ii) in respect of Lot A, perform and observe the Lot A Owner's covenants and obligations pursuant to the provisions of this Agreement;
    - (iii) in respect of Lot B, perform and observe the Lot B Owner's covenants and obligations pursuant to this Agreement;
    - (iv) enter into an assumption agreement with the other Owner and the City in a form satisfactory to the other Owner and the City, to assume all of the ongoing obligations hereunder and benefit from all of the rights as provided herein;
    - (v) take into consideration the content of this Agreement when creating, amending or rescinding the bylaws, rules and regulations of the Strata Corporation applicable to Strata Lot owners, and shall cause the Strata Lot owners to comply with the obligations, restrictions and limitations as provided herein;

- (vi) be responsible for any breach arising from any action or omission of any and all of the Strata Lot owners of the obligations, restrictions and limitations as provided herein; and
  - (vii) be entitled to give all permissions and consents permitted to be given by the Strata Lot owners;
- (b) the liability of each Strata Lot owner to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, shall be in proportion to the unit entitlement of his, her or its Strata Lot as established in accordance with the *Strata Property Act*; and
- (c) the Owner of the subdivided Parcel shall register an equitable charge as contemplated in Sections 7.01 and 7.02, as the case may be, against all of the Strata Lots and common property so created in favour of the other Owner;
- 8.04 Notwithstanding anything to the contrary provided in this Agreement, in the event of a subdivision of Lot B or Lot A, or any of them by the deposit in the Land Title Office of a Strata Plan in accordance with the *Strata Property Act*, the easements herein granted shall be accepted on behalf of the Strata Lot owners by the Strata Corporation created thereby and shall be administered, enforced, modified, or released by the Strata Corporation only and, in particular, without limiting the generality of the foregoing, the Strata Corporation shall make all payments required to be made hereunder and shall receive all payments to be paid hereunder and in respect of any Inspections, Repairs, Maintenance and replacements required hereunder and for obtaining the insurance policies required hereunder. The Strata Lot owners shall not attempt to carry out any of the Inspections, Repairs, Maintenance or replacements contemplated hereunder or to enforce or in any way interfere with the administration by the Strata Corporation created upon the filing of a Strata Plan with respect to Lot A or Lot B, as the case may be, of the easements herein granted for the benefit of Lot B or Lot A, respectively.

#### 9.00 Section 219 Covenant

- 9.01 Pursuant to Section 219 of the *Land Title Act*, each of the Owners covenants and agrees with the City as a covenant charging and running with and binding each of Lot A and Lot B respectively that:
- (a) Lot A and Lot B will not be used for any purpose that would detract from or interfere with the use of the Lot A or Lot B for the purposes provided in this Agreement;
  - (b) under no circumstances whatsoever will the easements in Sections 2.00 or 3.00 be suspended, interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of the Lot A Owner or the Lot B Owner, or those claiming by, through or under either of them or for any reason whatsoever, and the Lot A Owner and the Lot B Owner will each refrain from seeking any judgment, order or declaration to that effect, except with the written consent of the City. Nothing contained herein shall prevent an Owner (or a Strata Corporation if such Parcel has been subdivided by a Strata Plan) from

applying to enjoin or restrain any wrongful action or from seeking damages therefor;

- (c) notwithstanding this Agreement, the easements, covenants and rights granted pursuant to the provisions of this Agreement shall not be modified, abandoned, surrendered or discharged without the prior written consent of the City;
- (d) notwithstanding anything to the contrary herein contained, the City is a party to this Agreement for the purposes only of receiving any rights granted to it in this Section 7.00 and, without limiting the generality of the foregoing, neither the City nor any of its elected officials, officers, servants, employees or agents (each herein called a “**City Party**” and collectively called the “**City Parties**”) will be liable for anything done or failed to be done pursuant to or associated with any provision within this Agreement or anything contemplated thereby, whether or not such act or omission was accompanied by negligence on the part of the City or any City Party;
- (e) each Owner covenants and agrees with the City, on a joint and several basis, to release and indemnify and save harmless the City and each City Party, from all manner of actions, causes of action, claims, demands, suits, losses, expenses, judgments and costs (including legal fees and disbursements on an indemnity basis) arising out of or in any way related to, or that would not or could not be sustained “but for”, any of the following:
  - (i) this Agreement including, but not limited to:
    - (A) the easements granted hereunder;
    - (B) the loss or abridgement of the easements granted hereunder; and
    - (C) the exercise of the easements granted hereunder;
  - (ii) any release of this Agreement or the loss of any of the rights granted hereunder;
  - (iii) the non-compliance of any Parcel with any City bylaw, notwithstanding this Agreement;
  - (iv) any breach by any Owner or those for whom they are, respectively, responsible in law, of their respective obligations contained in this Agreement;
  - (v) any personal injury, damage or death occurring in or the Lands; and
  - (vi) a claim made against the City or a City Party, notwithstanding Section 7.01(d) above; and
- (f) except as specifically set forth herein, it will Inspect, operate, Construct, Maintain, and Repair, as and when required, the Lands in accordance with the terms and conditions of this Agreement and to the extent necessary it will use these easements for those purposes.



9.02 Damages not an adequate remedy.

Each of the Owners agree that damages will not be an adequate remedy for the City for any breach by any Owner of its respective obligations under this Agreement and that the City is entitled to an order for specific performance or a prohibitory or mandatory injunction as a remedy for any such breach.

9.03 Payment of costs.

The Owners each agree that in any proceeding relating to this Agreement, the City is entitled to its costs on a solicitor and its own client basis.

9.04 Acknowledgement of each Owner.

Each Owner hereby acknowledges, agrees and declares that the provisions of this Section 9.00 are for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that the provisions of this Section 9.00 are not designed to protect or promote the interests of any Owner, its Users or any future owner, occupier or user of any Parcel or any other person or corporation whatsoever, and the City may at its option execute an amendment to, or a release of, any of the provisions of this Section 9.00 or any part thereof at any time without liability to anyone for so doing. Each of the Owners acknowledges and agrees that it will pay in accordance with Section 5.00 its Proportionate Share of the Lot A Amenity Space Costs and in accordance with Section 6.00 its Proportionate Share of the Lot B Amenity Space Costs.

**10.00 Damage and Destruction**

10.01 Owner's obligation to rebuild if not Major Damage.

In the event that the Amenity Space in an Owner's Parcel or any part thereof shall at any time be defective or damaged (the "**Damaged Improvements**") such that the Other Owner's easements granted herein are diminished in a material way or are likely to be diminished in a material way, but the Damaged Improvements have not suffered Major Damage, then after receipt from the Other Owner of a written notice to Construct and Repair pursuant to this Section 10.00 (which notice refers to and contains a copy of this Section 10.00), the Owner of the Damaged Improvements shall, within a reasonable period of time following notice thereof from the Other Owner, Construct, Repair and make the Damaged Improvements fit for the purpose of such easements.

10.02 Owner's obligation to rebuild and Repair if Major Damage.

In the event that the Damaged Improvements in a Parcel are destroyed or damaged to such extent that Major Damage has occurred, the Owner of the Damaged Improvements shall rebuild or Repair the Damaged Improvements, subject to the receipt of insurance proceeds, or should insurance proceeds be insufficient, the agreement of the respective owners to contribute sufficient funds to complete the restoration and subject to the *Strata Property Act* to the extent applicable, and any requirements of the City. If the Owner of the Damaged Improvements is prevented from rebuilding or Repairing the Damaged Improvements because of the *Strata Property Act*, or requirements of the City, such Owner

shall demolish and completely remove the Damaged Improvements and debris from its Parcel and restore its Parcel to a neat and safe condition in a good and workmanlike manner, provided that such Owner shall take reasonable measures to ensure that the improvements constructed on the other Parcel will continue to be functional and safe notwithstanding such demolition and removal.

10.03 Delay in Rebuilding or Repairing.

Subject to Sections 10.01 and 10.02 above, in the event that the Repair or rebuilding of Damaged Improvements is not undertaken forthwith and proceeded with diligently and expeditiously, then the Owner of the Damaged Improvements shall forthwith take such reasonable action as is necessary to leave the any easement areas situate within its Parcel and the Damaged Improvements in a condition which is neat and tidy and does not in any way create a nuisance or a safety hazard.

10.04 Failure to Rebuild or Repair.

If the Owner of any Damaged Improvements fails to fulfill its obligations as set out in Sections 10.01, 10.02, and 10.03, and it has not referred the matter for resolution pursuant to Section 11.05, the Other Owner, upon giving the Owner of the Damaged Improvements not less than 15 days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform the failed obligations and shall be entitled to be reimbursed as provided herein.

10.05 Costs and Expenses.

The cost and expense of any work conducted by the Owner of Damaged Improvements under Sections 10.01, 10.02, and 10.03 hereof shall be included within the Lot A Amenity Costs or the Lot B Amenity Costs, as the case may be, and shared by the Owners in relation to their Proportionate Share as determined under this Agreement, after taking into account any net insurance proceeds received in connection with such loss or damage and subject to the provisions of Section 5.00 hereof or Section 6.00 hereof, as the case may be.

**11.00 Miscellaneous**

11.01 Runs with the Lands

Once Lot A and Lot B are subdivided, the easements herein granted will continue to run with and bind each subdivided parcel.

11.02 Cessation of Obligations

The covenants of each Owner contained herein will be personal and binding upon that Owner only during its ownership of Lot A or Lot B or any interest therein or in any parcel into which it may be subdivided, as the case may be, but the said lands will nevertheless remain at all times charged herewith to the intent that upon the transfer of any interest in any of Lot A or Lot B or any interest in any parcel into which same may be subdivided by an Owner, that Owner will be freed, released and discharged from the observance and

performance thereafter of the covenants on its part in respect of the lands and its part to be observed and performed.

11.03 Reasonableness

The Owners will, at all times, be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.

11.04 Rights of Owner Preserved

Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent the owner of a servient tenement from using the easement areas granted by them hereunder in any manner which does not materially and adversely interfere with, injure or impair the exercise by the owner of the dominant tenement of such easement of its rights hereunder.

11.05 Arbitration

In the event of any dispute or disagreement arising out of this Agreement or the interpretation of any provision hereof other than with respect to Section 7.00 which will be resolved through judicial proceedings, or any failure to reach agreement on any matter herein including, without limitation, any cost sharing provision (other than a dispute with respect to determinations and allocations to be made under Section 5.00 which shall be resolved pursuant to Section 5.05, the parties hereto agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 8.04 is not intended to nor is to be construed as preventing the parties hereto, or any of them, from seeking injunctive relief from the courts. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia. The Owners participating in such arbitration shall share equally in the costs of referring the choice of an arbitrator to a Judge of the Supreme Court of British Columbia, and the costs of the arbitration. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules.

11.06 Waiver

Waiver by any party of any default hereunder by another party will not be deemed to be a waiver by the first-mentioned party of any subsequent default by the party that defaulted.

11.07 Notice

(a) Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement will be in writing and will be delivered, telecopied or electronically mailed or sent by postage prepaid mail and addressed, to the intended recipient. The time of receiving any such demand or notice will be deemed to be :

- (i) the day and time of delivery of transmittal (by telecopier or electronic mail), if delivered or sent by telecopier or electronic mail by 4:30 p.m. on a business day (excluding Saturdays Sundays and statutory holidays) to the place of the intended recipient;
  - (ii) by 8:00 a.m. the next business day following the date of such delivery or transmittal (excluding Saturdays Sundays and statutory holidays) if delivered or transmitted by telecopier or electronic mail) after 4:30 p.m. on a business day (excluding Saturdays, Sundays and statutory holidays to the place of the intended recipient;
- (b) On the fourth day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the intended recipient of a demand or notice, a demand or notice will not be effective if sent by mail until it is actually received by the intended recipient.

11.08 Governing Law

This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.

11.09 Further Assurances

The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.

11.10 Entire Agreement

This is the entire agreement between the parties concerning the subject matter of this Agreement.

11.11 Time Is Of Essence

Time will be of the essence of this Agreement.

11.12 Severability

Should any portion of this Agreement be declared or held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, then such portion will be deemed to have been severed from this Agreement and the invalidity or unenforceability thereof will not affect or render unenforceable or invalid any other provisions of this Agreement, and the rest of this Agreement shall remain in force unamended.

11.13 No Derogation

Nothing contained or implied herein will prejudice or affect the City's rights, powers, duties and obligations in the exercise of its functions pursuant to the *Community Charter* (British Columbia) or the *Local Government Act* (British Columbia) and the rights, powers,

duties and obligations of the City under all of its public and private statutes, bylaws and regulations, all of which may be as fully and effectively exercised in relation to the Parcels as if this Agreement had not been executed and delivered by the parties hereto.

11.14 No Limitation

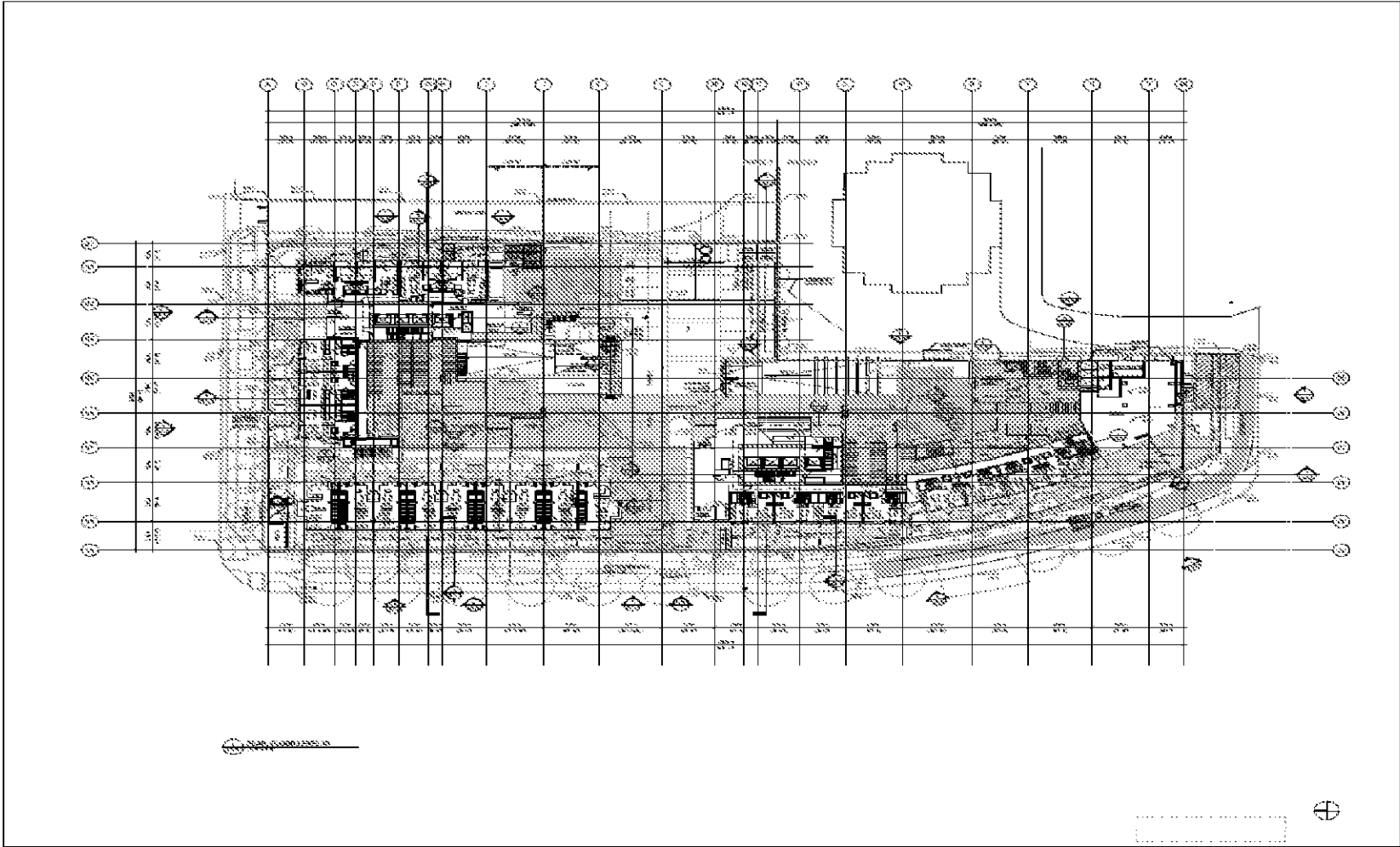
This Agreement does not:

- (a) affect or limit the discretion, rights or powers of the City under any enactment (as defined in the *Interpretation Act* (British Columbia) on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Parcels;
- (b) affect or limit any enactment relating to the use or subdivision of the Parcels; or
- (c) relieve the Owners from complying with any enactment, including in relation to the use or subdivision of the Parcels.

IN WITNESS WHEREOF the parties have executed the Form C attached hereto and forming part hereof on the dates set out thereon.



SCHEDULE A  
PROJECT PLANS



2022

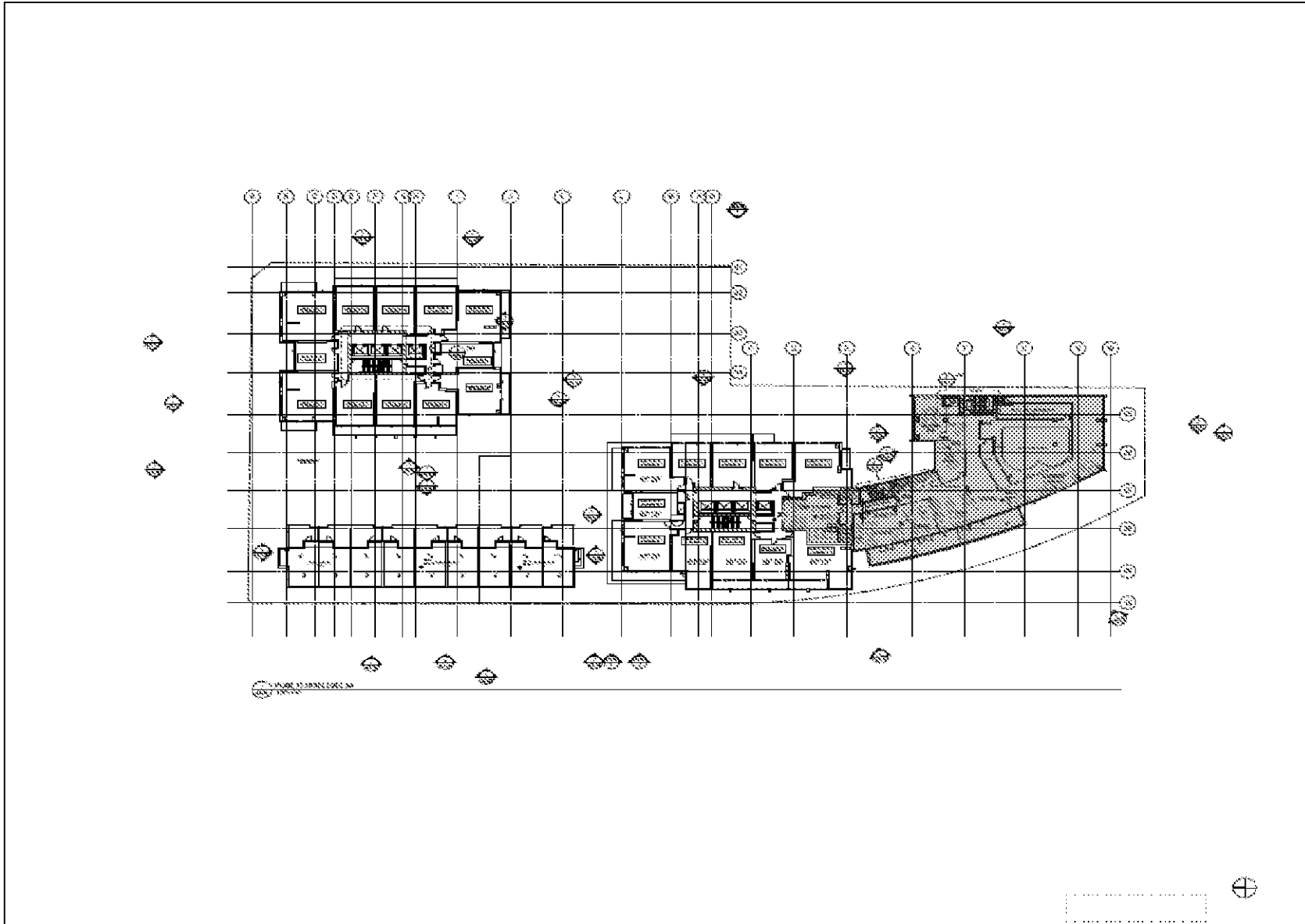
DESIGNED BY: [Name]  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
DATE: [Date]

UNIVERSITY OF CALIFORNIA  
ARCHITECTURAL DEPARTMENT  
1000 UNIVERSITY AVENUE  
DUBLIN, CA 94568  
TEL: (916) 487-2000  
WWW.UCAEDUC.EDU

A2.05  
DEVELOPMENT  
PERMIT







ZONING  
UNIVERSITY DISTRICT 033  
PERMITS

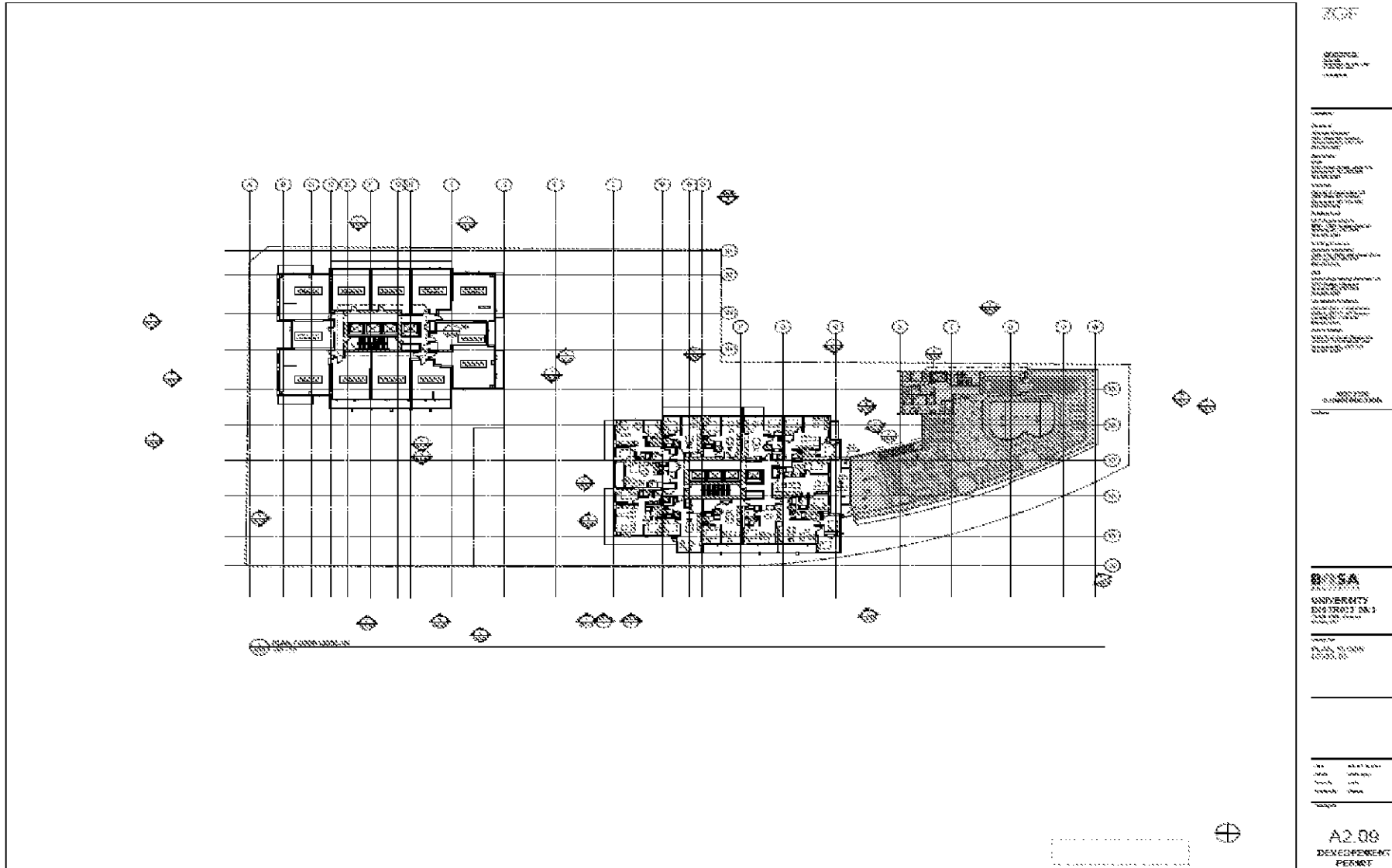
PROJECT INFORMATION  
PROJECT NO. 2022-07-18  
DATE 07/18/2022  
DRAWN BY [unreadable]  
CHECKED BY [unreadable]  
SCALE 1/8" = 1'-0"

UNIVERSITY DISTRICT 033  
PERMITS

UNIVERSITY DISTRICT 033  
PERMITS

UNIVERSITY DISTRICT 033  
PERMITS

A2.08  
DEVELOPMENT  
PERMIT



**CONSENT AND PRIORITY 1**

WHEREAS BlueSky Properties (UD Lands) Inc. has entered into the attached Agreement (the “**Covenant and Easements**”) to which the City of Surrey is a party and under which BlueSky Properties (UD Lands) Inc. has granted certain rights, licenses and easements with respect to the lands therein and herein described as “Lot A” and “Lot B”;

AND WHEREAS Aviva Insurance Company of Canada (the “**Aviva Chargeholder**”) is the holder of the following charges or interests encumbering Lot A and/or Lot B, all of which have been registered in the Land Title Office under the numbers respectively indicated:

Mortgage CA7262088 (as modified by CA7551585) and Assignment of Rents CA7262089 (called the “**Aviva Chargeholder Security**”);

NOW THEREFORE THIS INDENTURE WITNESSES that:

1. The Aviva Chargeholder hereby consents to the registration of the Covenant and Easements and the rights, licenses and easements granted thereby.
2. The Aviva Chargeholder hereby covenants and agrees that the Covenant and Easements and the rights, licenses, easements, covenants and charges granted by the Covenant and Easements shall be binding upon its interests in and charges upon Lot A and Lot B under the Aviva Chargeholder Security, and that the Covenant and Easements and each of the rights, licenses, easements, covenants and charges granted thereby shall be an encumbrance upon Lot A and Lot B ranking in priority to each of the Aviva Chargeholder Security charges in the same manner and to the same effect as if the Covenant and Easements had been dated, executed and registered prior to the Aviva Chargeholder Security and prior to the advance of any monies pursuant to the Aviva Chargeholder Security.
3. This Indenture shall be binding on the successors and assigns of the Aviva Chargeholder.

IN WITNESS WHEREOF the Aviva Chargeholder has executed this priority agreement by causing its proper officers to sign the General Instrument.

**EXHIBIT "R"**

**DAFT PARKING STALLS/STORAGE LOCKERS**  
**EASEMENT OVER LOT B – REVISED**

[See Attached]

**TERMS OF INSTRUMENT**

**EASEMENT AGREEMENT  
(PARKING STALLS/STORAGE LOCKERS)**

THIS AGREEMENT made this \_\_\_\_\_, 20\_\_,

BETWEEN:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6  
  
(the “**Grantor**”)

AND:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6  
  
(the “**Grantee**”)

WHEREAS:

A. The Grantor is the registered owner of certain lands and premises located in Surrey, B.C. and legally described as follows:

Parcel Identifier: \_\_\_\_\_  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101, Except Air Space Plan \_\_\_\_\_  
  
(the “**Servient Lands**”);

B. The Grantor intends to construct a development (the “**Grantor’s Development**”) on the Servient Lands which will include an underground parking facility (the “**Parking Facility**”) and related improvements;

C. The Grantee is the registered owner of certain lands and premises located in Surrey, B.C. and legally described as follows:

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101  
  
(the “**Dominant Lands**”);

D. The Grantee intends to construct a development (the “**Grantee’s Development**”) on the Dominant Lands; and

- E. The Grantor has agreed to grant to the Grantee an easement over the Servient Lands in accordance with the terms and conditions contained herein.

NOW THEREFORE in consideration of the premises and the covenants and conditions contained herein, the sum of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, each of the parties covenant and agree as follows:

## 1. GRANT OF EASEMENT

- 1.1 Subject to the terms and conditions contained in this Agreement, the Grantor hereby grants, transfers and conveys unto the Grantee, for the benefit of and to be appurtenant to the Dominant Lands, the full, free and uninterrupted right, license, liberty, privilege, easement and right of way over the Servient Lands for the Grantee, its successors and assigns and its and their respective occupants, tenants, licensees, guests and invitees, at all times hereafter, by day and by night, to enter upon, go across, pass and repass over, within, upon and along the Servient Lands, at their will and pleasure, with or without vehicles, for the purposes of:
- (a) access to and egress from ▼ underground parking stalls (the “**Grantee’s Parking Stalls**”) located on the Servient Lands as determined by the Grantor and the Grantee, each acting reasonably;
  - (b) parking vehicles in the Grantee’s Parking Stalls;
- [To be determined below, for inclusion in the Developer’s sole discretion:]*
- (c) *[access to and egress from ▼ storage lockers (the “**Grantee’s Storage Lockers**”) located on the Servient Lands as determined by the Grantor and the Grantee, each acting reasonably;]*
  - (d) *[having unrestricted use of and access to the Grantee’s Storage Lockers for the purpose of storing permitted household items and bicycles];* and
  - (e) doing all acts which in the reasonable opinion of the Grantee are necessary or incidental to the foregoing.
- 1.2 The Grantee, in exercising the easement granted in Section 1.1, will use only those portions of the Servient Lands to which it is reasonable to have access for the purposes of such easement.

## 2. EASEMENT PLAN

- 2.1 The parties acknowledge and agree that the easement granted in Section 1.1 will be a charge against the whole of the Servient Lands. Once the Grantor has substantially completed the Parking Facility on the Servient Lands, and upon the written request of one party hereto to the other, the right, liberty, easement, privilege and permission hereby granted will thereupon and thereafter be confined and restricted to those portions of the Parking Facility (which will thereafter be referred to as the “**Parking Facility Easement Area**”) which will be precisely determined by a survey to be made by a British Columbia Land Surveyor at the sole cost of the Grantee and shown on a registrable plan of easement (the “**Easement Plan**”), which will be deposited in the Land Title Office together with such modification or partial discharge of this Agreement as may be required to confirm that the Parking Facility Easement Area is limited to the area shown on the Easement Plan and that thereafter all references to the Parking Facility Easement Area will be to the area shown on the Easement Plan. Each of the Grantor and the Grantee agrees to accept the accuracy of the Easement Plan, and will, at the sole cost of the Grantor, do, execute and deliver all further assurances, acts and documents, including any partial discharge or amendment of this Agreement, in registrable form, for the purpose of evidencing and giving full force and effect to the foregoing.

- 2.2 The location of the Parking Facility Easement Area will be determined by the Grantor and the Grantee, each acting reasonably, as soon as reasonably possible during the construction of the Grantor’s Development in accordance with the drawing attached hereto as Schedule A and the following parameters:
- (a) the Grantee’s Parking Stalls *[and the Grantee’s Storage Lockers]* will be located on a level of the Parking Facility determined by the Grantor and the Grantee, each acting reasonably;
  - (b) pedestrian access to and egress from the Grantee’s Parking Stalls *[and the Grantee’s Storage Lockers]* will be through **[an elevator]** located in the Grantor’s Development in close proximity to the Grantee’s Parking Stalls *[and the Grantee’s Storage Lockers]* which elevator will provide access to and egress from a grade level entrance to the Grantor’s Development;
  - (c) a stairwell which provides access to and egress from a grade level entrance to the Grantor’s Development will be located within the area comprising the Grantee’s Parking Stalls *[and the Grantee’s Storage Lockers]*; and
  - (d) vehicular access to and egress from the Grantee’s Parking Stalls *[and the Grantee’s Storage Lockers]* will be through the main parking access to the Parking Facility and over certain drive aisles in the Parking Facility.

### 3. MAINTENANCE, OPERATION AND REPAIR OBLIGATIONS AND PAYMENTS

- 3.1 Once the Grantor has constructed the Grantor’s Development and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Grantee’s Parking Stalls *[and the Grantee’s Storage Lockers]*, the Grantor will maintain, operate and repair the Parking Facility Easement Area as would a prudent owner. In the event that the Grantor fails to so maintain, operate and repair the Parking Facility Easement Area, the Grantee may, but will not be obliged to, do so at the cost of the Grantor and in such event the Grantor will pay to the Grantee, forthwith upon demand, all reasonable costs incurred in such maintenance, operation and repair.
- 3.2 For the purposes of this Section 3.2, the “**Grantee’s Proportionate Share**” means the fraction having as its numerator the number of Grantee’s Parking Stalls *[and the Grantee’s Storage Lockers]* and as its denominator the total number of parking stalls *[and storage lockers]* in the Parking Facility *[as applicable]*. Once the Grantor has constructed the Grantor’s Development and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Grantee’s Parking Stalls *[and the Grantee’s Storage Lockers]*, the Grantee will pay to the Grantor the Grantee’s Proportionate Share of the reasonable costs incurred from time to time in maintaining, operating and repairing the Parking Facility, as reasonably determined by the Grantor, within 30 days of receipt of an invoice for the same. Upon request by the Grantee, the Grantor will provide a detailed summary of the costs incurred by the Grantor for which it is seeking reimbursement. If the Grantee reasonably objects in writing to any costs incurred from time to time in maintaining, operating and repairing the Parking Facility and the parties fail to agree, the matter will immediately be submitted to arbitration as provided in Section 8.1 and the Grantee will not be obligated to pay its contribution of such disputed costs to the Grantor unless determined to be so obligated by the arbitrator.

### 4. COVENANTS OF THE GRANTOR

- 4.1 The Grantor covenants and agrees that it will:
- (a) proceed diligently to construct the Grantor’s Development in a timely and commercially reasonable manner;
  - (b) not do or permit to be done any act or thing which may, in the reasonable opinion of the Grantee, interfere with or obstruct access to the Parking Facility Easement Area, whichever is applicable, for the purposes

contained in this Agreement or interfere with or cause any damage to the Parking Facility Easement Area, whichever is applicable; and

- (c) subject to the terms and conditions contained in this Agreement, permit the Grantee to peaceably hold and enjoy the rights hereby granted for the period during which the Grantee accepts the grant of easement but not beyond the day, if ever, on which the Grantee provides the Grantor with a discharge of the easement herein granted.

## 5. COVENANTS OF THE GRANTEE

- 5.1 The Grantee covenants and agrees that it will insofar as it is practical so to do, exercise its rights under this Agreement in such a manner as not to interfere unreasonably with the use of the Servient Lands.

## 6. DEFAULT

- 6.1 In the event that any party hereto (the “**Defaulting Owner**”) does not fulfil any of its obligations under this Agreement or is in breach of any of its covenants herein, the other party (the “**Non-Defaulting Owner**”), will have the right, but not be obligated, to perform such obligations and covenants in the place of the Defaulting Owner and make reasonable and necessary expenditures therefor, and the Defaulting Owner hereby indemnifies the Non-Defaulting Owner for the costs so incurred. Prior to exercising such rights, the Non-Defaulting Owner will give no less than 20 days’ prior written notice to the Defaulting Owner, except in the case of emergency, where the Non-Defaulting Owner will only be required to give such notice as is reasonable in the circumstances having regard to the nature of the emergency. of the emergency.

## 7. SUBDIVISION

- 7.1 The easement granted in Section 1.1 and the other covenants and agreements herein of the Grantor will be construed as running with the Servient Lands and as appurtenant to the Dominant Lands.

- 7.2 Subject to Section 7.5, if the Dominant Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the benefit of the easement granted in Section 1.1 and the other covenants and agreements herein will be annexed to and run with each of the new parcels, lots or other subdivided parcels and areas.

- 7.3 If the Servient Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will continue to charge each of the new parcels, lots or other subdivided parcels and areas so created. Notwithstanding the foregoing, upon the registration of the Easement Plan, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will bind only the new parcels, lots or other subdivided parcels and areas upon which the Parking Facility Easement Area is located.

- 7.4 In the event the Dominant Lands or the Servient Lands are subdivided by the deposit of a strata plan in accordance with the *Strata Property Act* (British Columbia), as amended from time to time, then:

- (a) the benefit and burden of the easement granted in Section 1.1 and the other covenants and agreements herein will be automatically accepted on behalf of the owners of the strata lots by the strata corporation created thereby, without the need of further documentation, and will be administered, enforced, modified or released



- by the strata corporation only and, in particular, without limiting the generality of the foregoing, the strata corporation will make all payments required to be made under this Agreement and will receive all payments to be paid under this Agreement;
- (b) the owners of the strata lots will not attempt to enforce or in any way interfere with the administration by the strata corporation of the easement granted in Section 1.1;
  - (c) the personal liability under this Agreement of each owner of a strata lot that enjoys the benefit of the Grantee's Parking Stalls [*and the Grantee's Storage Lockers*], whichever is applicable, will be limited to the unit entitlement of the respective strata lot in the common property of the strata plan; and
  - (d) any agreement to modify this Agreement or to modify the easement granted in Section 1.1 will require a special resolution of the strata corporation.

## 8. ARBITRATION

- 8.1 If the Grantor and the Grantee are at any time, or from time to time, unable to agree on any matter whatsoever with regard to or arising from this Agreement within what either the Grantor or the Grantee considers to be a reasonable time, then either may deliver to the other notice that the matter is to be referred to a single arbitrator in accordance with the provisions of the *Arbitration Act* (British Columbia), as amended from time to time, and the cost of arbitration will be shared equally by the parties. The arbitrator's decision with respect to any matter in dispute will be final and binding on the parties.

## 9. MISCELLANEOUS

- 9.1 The parties agree that a condition of the sale of either the Servient Lands or the Dominant Lands, as the case may be from time to time, will be that the purchaser or purchasers thereof will covenant in writing to be bound by and observe and perform each and every term, covenant and condition of this Agreement applicable to the Grantor or the Grantee, as the case may be.
- 9.2 Subject to Section 9.1, none of the covenants herein contained will be personal and binding on the Grantor and the Grantee except during their ownership of the Servient Lands and the Dominant Lands, respectively, and each such owner will be liable only for any breaches of such covenants that occur during their respective periods of such ownership.
- 9.3 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties and obligations under this Agreement.
- 9.4 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
- 9.5 Whenever it is required or desired that a party serve a notice on the other party, service will be deemed to be satisfactory and to have occurred:
- (a) on the date of service, if that party has been personally served; or
  - (b) on the date received or on the third business day after mailing in any Canadian post office, whichever is the earlier, if mailed by prepaid registered mail, so long as the notice is mailed to the party at the most recent address shown for that party in the records of the Land Title Office or to whatever address any party from time to time in writing notifies the other party.

- 9.6 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- 9.7 The word “including”, when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as “without limitation” or “without limiting the generality of the foregoing”) is used with reference thereto.
- 9.8 Each party will from time to time execute and deliver (in registerable form where required), at the request of the other, all such further documents and do or cause to be done such further acts and things and give all such further assurances that may be necessary or desirable to facilitate the granting of the easement contained herein or the partial discharge of the same as contemplated in Section 2.1.
- 9.9 This Agreement will enure to the benefit of the Grantee and its respective successors and assigns and will be binding upon the Grantee and the Grantor and their respective successors and assigns notwithstanding any rule of law or equity to the contrary.
- 9.10 This Agreement will be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written on the Form C and Form D instruments above which are a part hereof.

**SCHEDULE A**

**DRAWING OF PARKING FACILITY\***

\*The drawing will be prepared at a later date following the filing of the Disclosure Statement

END OF DOCUMENT

**EXHIBIT "S"**

**REGISTERED PARKING ACCESS EASEMENT OVER LOT B**

[See Attached]

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Jun-26-2019 07:30:21.010

CA7580836 CA7580839

PAGE 1 OF 15 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Ian Christopher Buchanan Hardie NT9119
Digitally signed by Ian Christopher Buchanan Hardie NT9119
Date: 2019.06.25 16:11:29 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

NORTON ROSE FULBRIGHT CANADA LLP
Barristers and Solicitors
1800 - 510 West Georgia Street
Vancouver BC V6B 0M3
Document Fees: \$296.64

Tel: 604.687.6575
File No.: 18-2307
Document No.: Form C 122420322 / Terms 122397428
Access Driveway Easement

Deduct LTSA Fees? Yes [checked]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]
NO PID NMBR LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101

STC? YES

Related Plan Number: EPP79101

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) [ ] Filed Standard Charge Terms D.F. No.

(b) [checked] Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Chris Ferronato
Barrister & Solicitor
#1100 - 838 West Hastings Street
Vancouver, B.C. V6C 0A6
Tel: 604-416-0097

Table with 3 columns: Y, M, D. Values: 19, 05, 21

Transferor(s) Signature(s)

BLUESKY PROPERTIES (UD LANDS) INC. by its authorized signatory(ies):

Name: Dale Bosa

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

**Execution Date**

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Chris Ferronato  
Barrister & Solicitor  
#1100 - 838 West Hastings Street  
Vancouver, B.C. V6C 0A6  
Tel: 604-416-0097

Y	M	D
19	05	22

BLUESKY PROPERTIES (UD LANDS)  
INC. by its authorized signatory(ies) (as  
Transferee):

\_\_\_\_\_  
Name: Dale Bosa

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

**Execution Date**

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Susan Ho

Commissioner for Taking Affidavits in British Columbia

(as to the signature of the City Clerk)  
13450 - 104 Avenue  
Surrey, BC V3T 1V8  
exp 06/30/2021

Y	M	D
19	05	30

CITY OF SURREY by its authorized signatories:

\_\_\_\_\_  
General Manager, Planning and Development by his authorized designate Ron Gill, Manager, Area Planning & Development - North Division

\_\_\_\_\_  
Jennifer Ficocelli, City Clerk

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

**Execution Date**

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Uppkar Dosanjh

A Commissioner for Taking Affidavits for British Columbia

My Commission expires April 30, 2022  
1130 W. Pender Street, Suite 520  
Vancouver, BC V6E 4A4

**Y M D**

19 05 21

\_\_\_\_\_  
AVIVA INSURANCE COMPANY OF  
CANADA by its authorized signatory  
(ies):

\_\_\_\_\_  
Name: Tom Reeves  
Aviva Insurance Company of Canada

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

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



FORM\_E\_V24

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 5 OF 15 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Easement

Section 1

Dominant Lands:  
Registered Owner of Parcel Identifier: NPA, Lot A  
Section 22 Block 5 North Range 2 West New  
Westminster District Plan EPP79101

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

granting the Easement with one registration  
number less priority over Mortgage CA7262088 (as  
modified by CA7551585) and Assignment of Rents  
CA7262089

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 8

Person entitled to interest:  
City of Surrey, as Transferee

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

granting the Covenant with one registration number  
less priority over Mortgage CA7262088 (as  
modified by CA7551585) and CA7262089

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

**PAGE 6 OF 15 PAGES**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**5. TRANSFEROR(S):**

BLUESKY PROPERTIES (UD LANDS) INC. (Inc. No. BC0914328)  
AVIVA INSURANCE COMPANY OF CANADA (Inc. No. A0051421) (As to Priority)

**6. TRANSFEREE(S): (including postal address(es) and postal code(s))**

BLUESKY PROPERTIES (UD LANDS) INC. (Inc. No. BC0914328) of 1201 - 838 West Hastings Street,  
Vancouver, British Columbia, V6C 0A6 (as to the Easement)

CITY OF SURREY of 13450 - 104 Avenue, Surrey, British Columbia, V3T 1V8 (as to the Covenant)

**TERMS OF INSTRUMENT - PART 2****EASEMENT AGREEMENT**

THIS AGREEMENT dated for reference May 6, 2019.

AMONG:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Grantor**”)

AND:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Grantee**”)

AND:

**CITY OF SURREY**, 13450 - 104 Avenue, Surrey, British Columbia, V3T 1V8

(the “**City**”)

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the lands and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as follows:

Parcel Identifier: NPA  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(the “**Servient Lands**”);

- B. The Grantee is the registered owner in fee simple of all and singular those certain parcels or tracts of land and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as follows:

Parcel Identifier: NPA  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(the “**Dominant Lands**”);

- C. BlueSky Properties (UD Lands) Inc. intends to construct a residential strata development (the “**Development**”) on the Dominant Lands and the Servient Lands which will include an underground parking facility (the “**Parking Facility**”) and related improvements on the Dominant Lands and a driveway, vehicular ramp and related improvements (collectively, the “**Access Driveway**”) on a portion of the Servient Lands for the purposes of providing vehicular access to and egress from the Parking Facility;
- D. The Grantor has agreed to grant to the Grantee an easement over the Servient Lands in accordance with the terms and conditions contained herein;
- E. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple; and
- F. Section 219 of the *Land Title Act* states that a covenant in favour of a municipality may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality.

NOW THEREFORE in consideration of the premises and the covenants and conditions contained herein, the sum of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, each of the parties covenant and agree as follows:

## 1. GRANT OF EASEMENT

- 1.1 Subject to the terms and conditions contained in this Agreement, the Grantor hereby grants, transfers and conveys unto the Grantee, for the benefit of and to be appurtenant to the Dominant Lands, the full, free and uninterrupted right, license, liberty, privilege, easement and right of way over the Servient Lands for the Grantee, its successors and assigns and its and their respective occupants, tenants, licensees, guests and invitees, at all times hereafter, by day and by night, to enter upon, go across, pass and repass over, within, upon and along the Servient Lands, at their will and pleasure, with or without automobiles, motorcycles and other vehicles, for the purposes of:
  - (a) access to and egress from the Parking Facility; and
  - (b) doing all acts which in the reasonable opinion of the Grantee are necessary or incidental to the foregoing.
- 1.2 The Grantee, in exercising the easement granted in Section 1.1, will use only those portions of the Servient Lands to which it is reasonable to have access for the purposes of such easement.

## 2. EASEMENT PLAN

- 2.1 The parties acknowledge and agree that the easement granted in Section 1.1 will be a charge against the whole of the Servient Lands. Once the Grantor has substantially completed the Access Driveway on the Servient Lands, and upon the written request of one party hereto to the other, the right, liberty, easement, privilege and permission hereby granted will thereupon and thereafter be confined and restricted to those portions of the Servient Lands (which will thereafter be referred to as the “**Easement Area**”) containing the Access Driveway as will be precisely determined by one or more surveys to be made by a British Columbia Land Surveyor at the sole cost of the Grantor and shown on one or more registrable plans of easement

(collectively, the “**Easement Plan**”), which will be deposited in the Land Title Office together with such modification or partial discharge of this Agreement as may be required to confirm that the Easement Area is limited to the area shown on the Easement Plan and that thereafter all references to the Easement Area will be to the area shown on the Easement Plan. Each of the Grantor and the Grantee agrees to accept the accuracy of the Easement Plan, and will, at the sole cost of the Grantor, do, execute and deliver all further assurances, acts and documents, including any partial discharge or amendment of this Agreement, in registrable form, for the purpose of evidencing and giving full force and effect to the foregoing.

### **3. MAINTENANCE, OPERATION AND REPAIR OBLIGATIONS AND PAYMENTS**

3.1 For the purposes of this Section 3, the “**Grantee’s Proportionate Share**” means 100%, unless and until the Servient Lands are subdivided by the deposit in the Land Title Office of a strata plan in respect thereof, following which the Grantee’s Proportionate Share shall mean:

- (a) the percentage derived from the following ratio: Total Unit Entitlement of all strata lots in the strata plan subdividing the Servient Lands ÷ (Total Unit Entitlement of all strata lots in the strata plan subdividing the Servient Lands ÷ Total Unit Entitlement of all strata lots in the strata plan subdividing the Dominant Lands); or
- (b) such other percentage as the respective owner(s) of the Dominant Lands and the Servient Lands, each acting in their sole discretion, may determine from time to time.

3.2 Once the Access Driveway has been constructed and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Easement Area, the Grantor will maintain, operate and repair the Easement Area as would a prudent owner. In the event that the Grantor fails to so maintain, operate and repair the Easement Area, the Grantee may, but will not be obliged to, do so at the cost of the Grantor and in such event the Grantor will pay to the Grantee, forthwith upon demand, all reasonable costs incurred in such maintenance, operation and repair.

3.3 Once the Access Driveway has been constructed and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Easement Area, the Grantee will pay to the Grantor the Grantee’s Proportionate Share of the reasonable costs incurred from time to time in maintaining, operating and repairing the Easement Area, as reasonably determined by the Grantor, within 30 days of receipt of an invoice for the same. Upon request by the Grantee, the Grantor will provide a detailed summary of the costs incurred by the Grantor for which it is seeking reimbursement. If the Grantee reasonably objects in writing to any costs incurred from time to time in maintaining, operating and repairing the Easement Area and the parties fail to agree, the matter will immediately be submitted to arbitration as provided in Section 9.1 and the Grantee will not be obligated to pay its contribution of such disputed costs to the Grantor unless determined to be so obligated by the arbitrator.

### **4. COVENANTS OF THE GRANTOR**

4.1 The Grantor covenants and agrees that it will:

- (a) once the Access Driveway has been constructed, not do or permit to be done any act or thing which may, in the reasonable opinion of the Grantee, interfere with or obstruct access to the Easement Area, whichever is applicable, for the purposes contained in this Agreement or interfere

with or cause any damage to the Easement Area, whichever is applicable; and

- (b) subject to the terms and conditions contained in this Agreement, permit the Grantee to peaceably hold and enjoy the rights hereby granted for the period during which the Grantee accepts the grant of easement but not beyond the day, if ever, on which the Grantee provides the Grantor with a discharge of the easement herein granted.

## 5. COVENANTS OF THE GRANTEE

5.1 The Grantee covenants and agrees that it will:

- (a) insofar as it is practical so to do, exercise its rights under this Agreement in such a manner as not to interfere unreasonably with the use of the Servient Lands; and
- (b) indemnify and save harmless the Grantor in respect of any action, cause of action, suit, damage, loss, cost, claim and demand of any nature whatsoever arising out of the exercise by the Grantee or any other person permitted under this Agreement of any of the rights granted under this Agreement by reason of or with respect to any injury to person, including death, resulting at any time hereafter and any damage to or loss of property suffered by the Grantor or others, except to the extent of negligence or wilful misconduct of the Grantor or persons for whose conduct the Grantor is responsible.

## 6. DEFAULT

6.1 In the event that any party hereto (the “**Defaulting Owner**”) does not fulfil any of its obligations under this Agreement or is in breach of any of its covenants herein, the other party (the “**Non-Defaulting Owner**”), will have the right, but not be obligated, to perform such obligations and covenants in the place of the Defaulting Owner and make reasonable and necessary expenditures therefor, and the Defaulting Owner hereby indemnifies the Non-Defaulting Owner for the costs so incurred. Prior to exercising such rights, the Non-Defaulting Owner will give not less than 10 days’ prior written notice to the Defaulting Owner, except in the case of emergency, where the Non-Defaulting Owner will only be required to give such notice as is reasonable in the circumstances having regard to the nature of the emergency.

## 7. SUBDIVISION

7.1 The easement granted in Section 1.1 and the other covenants and agreements herein of the Grantor will be construed as running with the Servient Lands and as appurtenant to the Dominant Lands.

7.2 If the Dominant Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the benefit of the easement granted in Section 1.1 and the other covenants and agreements herein will be annexed to and run with each of the new parcels, lots or other subdivided parcels and areas.

7.3 If the Servient Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will continue to charge each of the new parcels, lots or other subdivided parcels and areas so created. Notwithstanding the

foregoing, upon the registration of the Easement Plan, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will bind only the new parcels, lots or other subdivided parcels and areas upon which the Easement Area is located.

- 7.4 In the event the Dominant Lands or the Servient Lands are subdivided by the deposit of a strata plan in accordance with the *Strata Property Act* (British Columbia), as amended from time to time, then:
- (a) the benefit and burden of the easement granted in Section 1.1 and the other covenants and agreements herein will be automatically accepted on behalf of the owners of the strata lots by the strata corporation created thereby, without the need of further documentation, and will be administered, enforced, modified or released by the strata corporation only and, in particular, without limiting the generality of the foregoing, the strata corporation will make all payments required to be made under this Agreement and will receive all payments to be paid under this Agreement;
  - (b) the owners of the strata lots will not attempt to enforce or in any way interfere with the administration by the strata corporation of the easement granted in Section 1.1;
  - (c) the personal liability under this Agreement of each owner of a strata lot that enjoys the benefit of the Easement Area, will be limited to the unit entitlement of the respective strata lot in the common property of the strata plan; and
  - (d) any agreement to modify this Agreement or to modify the easement granted in Section 1.1 will require a special resolution of the strata corporation.

## 8. SECTION 219 COVENANT

- 8.1 Pursuant to Section 219 of the *Land Title Act*, the Grantor covenants and agrees with the City as a covenant charging and running with and binding the Servient Lands that:
- (a) the Servient Lands will not be used for any purpose that would detract from or interfere with the use of the Dominant Lands for the purposes provided in this Agreement;
  - (b) under no circumstances whatsoever will the easement in Section 1.1 be suspended, interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of the Grantee, or those claiming by, through or under either of them or for any reason whatsoever, and the Grantor will refrain from seeking any judgment, order or declaration to that effect, except with the written consent of the City. Nothing contained herein shall prevent the Grantor (or a strata corporation if such parcel has been subdivided by a strata plan) from applying to enjoin or restrain any wrongful action or from seeking damages therefor;
  - (c) notwithstanding this Agreement, the easements, covenants and rights granted pursuant to the provisions of this Agreement shall not be modified, abandoned, surrendered or discharged without the prior written consent of the City;
  - (d) notwithstanding anything to the contrary herein contained, the City is a party to this Agreement for the purposes only of receiving any rights granted to it in this Section 8.1 and, without limiting the generality of the foregoing, neither the City nor any of its elected officials, officers, servants, employees or agents (each herein called a “**City Party**” and collectively called the “**City Parties**”)

will be liable for anything done or failed to be done pursuant to or associated with any provision within this Agreement or anything contemplated thereby, whether or not such act or omission was accompanied by negligence on the part of the City or any City Party; and

- (e) the Grantor covenants and agrees with the City, on a joint and several basis, to release and indemnify and save harmless the City and each City Party, from all manner of actions, causes of action, claims, demands, suits, losses, expenses, judgments and costs (including legal fees and disbursements on an indemnity basis) arising out of or in any way related to, or that would not or could not be sustained “but for”, any of the following:
  - (1) this Agreement including, but not limited to:
    - (A) the easements granted hereunder;
    - (B) the loss or abridgement of the easements granted hereunder; and
    - (C) the exercise of the easements granted hereunder;
  - (2) any release of this Agreement or the loss of any of the rights granted hereunder;
  - (3) the non-compliance of any parcel with any City bylaw, notwithstanding this Agreement;
  - (4) any breach by any Owner or those for whom they are, respectively, responsible in law, of their respective obligations contained in this Agreement;
  - (5) any personal injury, damage or death occurring in or on the Dominant Lands or the Servient Lands; and
  - (6) a claim made against the City or a City Party, notwithstanding Section 8.1(d) above.

8.2 The Grantor agrees that damages will not be an adequate remedy for the City for any breach by the Grantor or the Grantee its respective obligations under this Agreement and that the City is entitled to an order for specific performance or a prohibitory or mandatory injunction as a remedy for any such breach.

8.3 The Grantor agrees that in any proceeding relating to this Agreement, the City is entitled to its costs on a solicitor and its own client basis.

8.4 The Grantor hereby acknowledges, agrees and declares that the provisions of this Section 8 are for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that the provisions of this Section 8 are not designed to protect or promote the interests of either the Grantor or the Grantee, the users of the Dominant Lands or the Servient Lands or any future owner, occupier or user of the Dominant Lands or the Servient Lands or any other person or corporation whatsoever, and the City may at its option execute an amendment to, or a release of, any of the provisions of this Section 8 or any part thereof at any time without liability to anyone for so doing.

## **9. ARBITRATION**

9.1 If the Grantor and the Grantee are at any time, or from time to time, unable to agree on any matter whatsoever with regard to or arising from this Agreement within what either the Grantor or the Grantee



considers to be a reasonable time, then either may deliver to the other notice that the matter is to be referred to a single arbitrator in accordance with the provisions of the *Commercial Arbitration Act* (British Columbia), as amended from time to time, and the cost of arbitration will be shared equally by the parties. The arbitrator's decision with respect to any matter in dispute will be final and binding on the parties.

## **10. MISCELLANEOUS**

- 10.1 The parties agree that a condition of the sale of either the Servient Lands or the Dominant Lands, as the case may be from time to time, will be that the purchaser or purchasers thereof will covenant in writing to be bound by and observe and perform each and every term, covenant and condition of this Agreement applicable to the Grantor or the Grantee, as the case may be.
- 10.2 Subject to Section 10.1, none of the covenants herein contained will be personal and binding on the Grantor and the Grantee except during their ownership of the Servient Lands and the Dominant Lands, respectively, and each such owner will be liable only for any breaches of such covenants that occur during their respective periods of such ownership.
- 10.3 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties and obligations under this Agreement.
- 10.4 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
- 10.5 Whenever it is required or desired that a party serve a notice on the other party, service will be deemed to be satisfactory and to have occurred:
- (a) on the date of service, if that party has been personally served; or
  - (b) on the date received or on the third business day after mailing in any Canadian post office, whichever is the earlier, if mailed by prepaid registered mail, so long as the notice is mailed to the party at the most recent address shown for that party in the records of the Land Title Office or to whatever address any party from time to time in writing notifies the other party.
- 10.6 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- 10.7 The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is used with reference thereto.
- 10.8 Each party will from time to time execute and deliver (in registerable form where required), at the request of the other, all such further documents and do or cause to be done such further acts and things and give all such further assurances that may be necessary or desirable to facilitate the granting of the easement contained herein or the partial discharge of the same as contemplated in Section 2.1. For greater certainty, if the City requires the modification or the replacement of this Agreement and/or the execution of a Section 219 Covenant charging the Servient Lands (in order to ensure that this Agreement is not modified or discharged without the City's consent, among other things) as a condition of its issuance of a development permit or building permit in connection with the construction of the Development, then the Grantor will

execute and deliver (in registrable form where required) such further documents provided they follow the general intent and spirit of this Agreement.

- 10.9 This Agreement will enure to the benefit of the Grantee and its respective successors and assigns and will be binding upon the Grantee and the Grantor and their respective successors and assigns notwithstanding any rule of law or equity to the contrary.
- 10.10 This Agreement will be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written on the Form C and Form D instruments above which are a part hereof.

**CONSENT AND PRIORITY 1**

WHEREAS BlueSky Properties (UD Lands) Inc. has entered into the attached Agreement (the “**Covenant and Easements**”) to which the City of Surrey is a party and under which BlueSky Properties (UD Lands) Inc. has granted certain rights, licenses and easements with respect to the lands therein and herein described the Servient Lands.

AND WHEREAS Aviva Insurance Company of Canada (the “**Aviva Chargeholder**”) is the holder of the following charges or interests encumbering the Servient Lands, all of which have been registered in the Land Title Office under the numbers respectively indicated:

Mortgage CA7262088 (as modified by CA7551585) and Assignment of Rents CA7262089 (called the “**Aviva Chargeholder Security**”);

NOW THEREFORE THIS INDENTURE WITNESSES that:

1. The Aviva Chargeholder hereby consents to the registration of the Covenant and Easements and the rights, licenses and easements granted thereby.
2. The Aviva Chargeholder hereby covenants and agrees that the Covenant and Easements and the rights, licenses, easements, covenants and charges granted by the Covenant and Easements shall be binding upon its interests in and charges upon the Servient Lands under the Aviva Chargeholder Security, and that Covenant and Easements and each of the rights, licenses, easements, covenants and charges granted thereby shall be an encumbrance upon the Servient Lands ranking in priority to each of the Aviva Chargeholder Security charges in the same manner and to the same effect as if the Covenant and Easements had been dated, executed and registered prior to the Aviva Chargeholder Security and prior to the advance of any monies pursuant to the Aviva Chargeholder Security.
3. This Indenture shall be binding on the successors and assigns of the Aviva Chargeholder.

IN WITNESS WHEREOF the Aviva Chargeholder has executed this priority agreement by causing its proper officers to sign the General Instrument.

END OF DOCUMENT

**EXHIBIT "T"**

**COMMON PROPERTY LICENCE AGREEMENT**

[See Attached]

# **UNIVERSITY DISTRICT SOUTH**

## **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:**

**BLUESKY PROPERTIES (UD LANDS) 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 Surrey, British Columbia;
- (b) “**Common Property**” means the common property within Strata Plan EPS\_\_\_\_\_, including, without limitation, the portion of the underground parking facility located within the Development;
- (c) “**Development**” means the residential strata development known as “**University District South**” located at 10428, 10448 and 10468 University Drive, Surrey, 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:

1201 - 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:

**BLUESKY PROPERTIES (UD LANDS) INC.**

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

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

**EXHIBIT "U"**

**CONCORDANCE TABLE OF PREVIOUSLY ASSIGNED & RE-ASSIGNED  
TOWNHOUSE UNIT NUMBERS**

[See Attached]

University District South

**“CONCORDANCE TABLE OF PREVIOUSLY ASSIGNED & RE-ASSIGNED  
TOWNHOUSE UNIT NUMBERS”**

<b>Strata Lot Number</b>	<b>Pervious Unit Number ( as per Exhibit F to Initial Disclosure Statement)</b>	<b>Revised Unit/Suite Number</b>
1	TH 16 (Formerly THD-108)	TH 1
2	TH 15 (Formerly THD-107)	TH 2
3	TH 14 (Formerly THD – 106)	TH 3
4	TH 13 (Formerly THD 105)	TH 4
5	TH 12 (Formerly THC- 104)	TH 5
6	TH 11 (Formerly THC -103)	TH 6
7	TH 10 (Formerly THC -102)	TH7
8	TH 9 (Formerly THC- 101)	TH 8
429	TH 6 (Formerly THB-06)	TH 11
430	TH 7 (Formerly THB-07)	TH 10
431	TH 8 (Formerly THB-08)	TH 9

**EXHIBIT "V"**

**DEFINITIONS AND EXHIBITS (as amended)**

[See Attached]

## DEFINITIONS AND EXHIBITS (as amended)

### Definitions:

In this Disclosure Statement:

“**Act**” or “**Strata Property Act**” or “**BC Strata Legislation**” means the *Strata Property Act*, S.B.C. 1998, Chapter 43, as amended and Regulations thereto; *[as indicated in the initial Disclosure Statement]*

“**Activated Load Sharing Group**” has the meaning set out in Section 3.8(c); *[as indicated in the Fourth Amendment to the Disclosure Statement (the “Fourth Amendment”)]*

“**Actual Area**” has the meaning set out in Section 7.2.2(c); *[as indicated in the initial Disclosure Statement]*

“**Additional Bicycle/Storage Lockers for the Development #1 (on Lot B)**” has the meaning set out in Section 3.9(a); *[as indicated in the Fourth Amendment]*

“**Additional Mortgage**” has the meaning set out in Section 4.4(b); *[as indicated in the initial Disclosure Statement]*

“**Additional Mortgages**” has the meaning set out in Section 4.4(b); *[as indicated in the initial Disclosure Statement]*

“**Adjustment Factor**” has the meaning set out in Section 7.2.2(c); *[as indicated in the initial Disclosure Statement]*

“**Air Space Easement Agreement**” has the meaning set out in Section 2.1.2(g); *[as indicated in the Fourth Amendment]*

“**Amended Deposit Protection Contract**” has the meaning set out in Section 7.1; *[as indicated in the First Amendment to the Disclosure Statement (the “First Amendment”)]*

“**Agreement of Purchase and Sale**” has the meaning set out in Section 7.2.1; *[as indicated in the initial Disclosure Statement]*

“**Air Space Easement Agreement**” has the meaning set out in Section 2.1.2(g); *[as indicated in the initial Disclosure Statement]*

“**Amenity Facility**” has the meaning set out in Section 2.1.2(d)(iv); *[as indicated in the Fourth Amendment]*

“**Approving Officer**” means the approving officer under the *Land Title Act* for the City; *[as indicated in the initial Disclosure Statement]*

“**Auto Courtyard**” has the meaning set out in Section 3.7; *[as indicated in the Initial Disclosure Statement]*

“**Aviva**” has the meaning set out in Section 4.3(b)(xxvii); *[as indicated in the Second Amendment to the Disclosure Statement (the “Second Amendment”)]*

“**Aviva Mortgage**” has the meaning set out in Section 4.3(b)(xxvii); *[as indicated in the Second Amendment]*

“**BC Hydro**” has the meaning set out in Section 4.3(b)(ii); *[as indicated in the Second Amendment]*

“**Beneficial Owner**” means, BlueSky Properties (UD North) Inc., as beneficial owner of the Lands; *[as indicated in the initial Disclosure Statement]*

“**Bicycle/Storage Lockers**” has the meaning set out in Section 3.9(b); *[as indicated in the Fourth Amendment]*

“**Bike Rooms**” has the meaning set out in Section 2.1.2(d)(iv); *[as indicated in the Fourth Amendment]*

“**BosaVolt Charging Station or BCVS**” has been intentionally deleted; *[as indicated in the Fourth Amendment]*

“**Budget**” means the estimated operating budgets prepared by the Developer for the South Tower and attached hereto as **Exhibit “E”**; *[as indicated in the initial Disclosure Statement]*

“**Bylaws**” means the bylaws as described in Section 3.6; *[as indicated in the initial Disclosure Statement]*

“**CA7086263 SRW Area**” has the meaning set out in Section 4.3(b)(xxiii); *[as indicated in the Second Amendment]*

“**CA7121385 SRW Area**” has the meaning set out in Section 4.3(b)(xv); *[as indicated in the Second Amendment]*

“CA7121389 SRW Area” has the meaning set out in Section 4.3(b)(xvii); *[as indicated in the Second Amendment]*

“CA7121393 SRW Area” has the meaning set out in 4.3(b)(xix); *[as indicated in the Second Amendment]*

“CA7121397 SRW Area” has the meaning set out in 4.3(b)(xxi); *[as indicated in the Second Amendment]*

“CA7121401 SRW Area” has the meaning set out in 4.3(b)(xxiii); *[as indicated in the Second Amendment]*

“CA7121405 SRW Area” has the meaning set out in 4.3(b)(xxv); *[as indicated in the Second Amendment]*

“CA7086263 Works” has the meaning set out in Section 4.3(b)(xxiii); *[as indicated in the Second Amendment]*

“CA7121385 Works” has the meaning set out in Section 4.3(b)(xv); *[as indicated in the Second Amendment]*

“CA7121389 Works” has the meaning set out in Section 4.3(b)(xvii); *[as indicated in the Second Amendment]*

“CA7121393 Works” has the meaning set out in 4.3(b)(xix); *[as indicated in the Second Amendment]*

“CA7121397 Works” has the meaning set out in 4.3(b)(xxi); *[as indicated in the Second Amendment]*

“CA7121401 Works” has the meaning set out in 4.3(b)(xxiii); *[as indicated in the Second Amendment]*

“CA7121405 Works” has the meaning set out in 4.3(b)(xxv); *[as indicated in the Second Amendment]*

“CA7580826 Works” has the meaning set out in 4.3(b)(xxxvi); *[as indicated in the Second Amendment]*

“Car Share Operator” has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Fourth Amendment]*

“Carshare Amenity/Carshare Stall(s)” has been intentionally deleted; *[as indicated in the Fourth Amendment]*

“Carshare Program/Carshare Stall” has the meaning set out in Section 7.4(a); *[as indicated in the Fourth Amendment]*

“Carshare Stall” has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Fourth Amendment]*

“Carshare Stall(s)” has been intentionally deleted; *[as indicated in the Fourth Amendment]*

“Carsharing Program” has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Fourth Amendment]*

“City” means the City of Surrey; *[as indicated in the initial Disclosure Statement]*

“City Lane” means the lands legally described as Parcel Identifier: 029-182-107, That Part of Section 22 Block 5 North Range 2 West New Westminster District Plan BCP52120; *[as indicated in the initial Disclosure Statement]*

“City Lane Purchase Agreement” means the purchase and sale agreement dated for reference September 11, 2018 between the City, as vendor, and the Developer and an associated company, as purchaser, with respect to the City Lane; *[as indicated in the initial Disclosure Statement]*

“City Lane Works” has been intentionally deleted; *[as indicated in the Second Amendment]*

“Climate Controlled Storage and Parcel Delivery System” means a delivery management facility providing for temperature-controlled storage of groceries and the secure delivery and retrieval of packages *[as indicated in the initial Disclosure Statement]* also referred to herein as the “Automated Parcel Lockers”; *[as indicated in the Fourth Amendment]*

“Commercial Air Space Parcels” means one or more air space parcels containing the Commercial Component, to be created upon registration of the Lot B Air Space Subdivision Plan in the Land Title Office, including all rights, benefits, encumbrances and burdens that run with or are appurtenant thereto, including those created in conjunction with the Lot B Air Space Subdivision Approval; *[as indicated in the initial Disclosure Statement]*

“Commercial Component” means approximately 2,300 square feet of ground floor commercial/retail premises, together with common property, for potential retail, commercial and/or office use, which will be constructed concurrently with South Tower on Lot B and registered with the Land Title Office as the Commercial Air Space Parcels; *[as indicated in the initial Disclosure Statement]*

"**Commercial Stalls**" has the meaning set out in Section 3.7; *[as indicated in the initial Disclosure Statement]*

"**Commercial Stalls Easement**" has the meaning set out in Section 4.4(h); *[as indicated in the initial Disclosure Statement]*

"**Common Facilities**" has the meaning set out in Section 3.4; *[as indicated in the Fourth Amendment]*

"**Common Property**" has the meaning set out in Section 3.4; *[as indicated in the initial Disclosure Statement]*

"**Common Property Licence Agreement**" has the meaning set out in Section 1.6(m); *[as indicated in the Fourth Amendment]*

"**Compatible Electric Automotive Vehicle**" or "**CEAV**" has been intentionally deleted; *[as indicated in the Fourth Amendment]*

"**Completion Date**" has the meaning set out in Section 7.2.2(a); *[as indicated in the initial Disclosure Statement]*

"**Completion Notice**" has the meaning set out in Section 7.2.2(a); *[as indicated in the initial Disclosure Statement]*

"**Concierge Services**" has the meaning set out in Section 2.1.2(d)(i); *[as indicated in the Fourth Amendment]*

"**Construction Financing**" has been intentionally deleted; *[as indicated in the Second Amendment]*

"**Construction Mortgage**" has the meaning set out Section 6.2; *[as indicated in the Second Amendment]*

"**Construction Mortgagee**" has the meaning set out in Section 6.2; *[as indicated in the Second Amendment]*

"**Co-operative Carsharing Agreement**" has the meaning set out in Section 7.4(j); *[as indicated in the Fourth Amendment]*

"**CSAIR**" has the meaning set out in Section 7.2.3(3); *[as indicated in the initial Disclosure Statement]*

"**CSAIR Fees**" has the meaning set out in Section 7.2.3(3); *[as indicated in the initial Disclosure Statement]*

"**Deposit Protection Contract**" has the meaning set out in Section 7.1; *[as indicated in the First Amendment]*

"**DES Agreement**" has the meaning set out in Section 4.3(iv); *[as indicated in the Fourth Amendment]*

"**Detention System**" has the meaning set out in Section 4.3(b)(xxx); *[as indicated in the Second Amendment]*

"**Developer**" means, collectively, the Nominee and the Beneficial Owner; *[as indicated in the initial Disclosure Statement]*

"**Developer's Storage Room**" has the meaning set out in Section 3.9(f); *[as indicated in the Fourth Amendment]*

"**Developer's PM Payment Obligation**" has the meaning set out in Section 1.6(j); *[as indicated in the Third Amendment]*

"**Development**" or "**South Tower**" means the 38-storey concrete high-rise building with 11 ground floor townhouses containing 431 residential strata lots and common property, **which is the subject matter of this Disclosure Statement**; *[as indicated in the initial Disclosure Statement]*

"**Development #1**" means the initial component of the Project consisting of the North Tower and the North Tower Amenity Space to be constructed on Lot A, as further described in Section 2.1.1; *[as indicated in the initial Disclosure Statement]*

"**Development #2**" means the second and final component of the Project consisting of the South Tower, the South Tower Amenity Space and the Commercial Component which will be constructed on Lot B, and then subdivided by way of the Lot B Air Space Subdivision Plan; *[as indicated in the initial Disclosure Statement]*

"**Development Parking Stalls**" has the meaning set out in Section 3.7; *[as indicated in the initial Disclosure Statement]*

"**Development Resident Stalls**" has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

"**Development Visitor Stalls**" has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

"**Development Bicycle/Storage Lockers**" has the meaning set out in Section 3.9(a); *[as indicated in the Fourth Amendment]*;



**“Development Permit”** means Development Permit Number No. 7918-0058-00 as authorized by the City; *[as indicated in the initial Disclosure Statement]*

**“District Energy System”** has the meaning set out in Section 3.14; *[as indicated in the initial Disclosure Statement]*

**“Easement Area”** has the meaning set out in Section 3.4(b)(xlili); *[as indicated in the initial Disclosure Statement]*

**“Easement Master Parking/Storage Agreement”** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**“RR Purchaser”** has the meaning set out in Section 1.6(i); *[as indicated in the Third Amendment to the Disclosure Statement (the “Third Amendment”)]*

**“Eligible Strata Lots”** has the meaning set out in Section 1.6(i); *[as indicated in the Third Amendment]*

**“Eligible Strata Lot”** has the meaning set out in Section 1.6(i); *[as indicated of the Third Amendment]*

**“Eligible Purchaser”** has the meanings set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**“Estimated Construction Completion Date”** has the meaning set out in Section 7.2.2(a); *[as indicated in the initial Disclosure Statement]*

**“EV Charger”** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**“EV Electricity Costs”** has the meaning set out in Section 3.8(j); *[as indicated in the Fourth Amendment]*

**“EV Infrastructure”** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**“EV Network Agreement”** has the meaning set out in Section 3.8(f); *[as indicated in the Fourth Amendment]*

**“EV Network Fees”** has the meaning set out in Section 3.8(g); *[as indicated in the Fourth Amendment]*

**“EV Network Operator”** has the meaning set out in Section 3.8(f); *[as indicated in the Fourth Amendment]*

**“EV Network Services”** has the meaning set out in Section 3.8(f); *[as indicated in the Fourth Amendment]*

**“EV User”** has the meaning set out in Section 3.8(i); *[as indicated in the Fourth Amendment]*

**“EV User Fees”** has the meaning set out in Section 3.8(h); *[as indicated in the Fourth Amendment]*

**“EV Receptacle”** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**“EV Receptacle Fees”** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**“EV Stalls”** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**“EV Visitor Stalls”** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**“Exclusive Use Amenity Furnishings”** has the meaning set out in Section 3.4; *[as indicated in the Fourth Amendment]*

**“Expected Area”** has the meaning set out in Section 7.2.2(c); *[as indicated in the initial Disclosure Statement]*

**“First Mortgage”** has been intentionally deleted; *[as indicated in the Second Amendment]*

**“First HSBC Mortgage”** has the meaning set out in Section 4.3(b)(ii); *[as indicated in the initial Disclosure Statement]*

**“Green Lane”** has the meaning set out in Section 4.3(b)(xxxiv); *[as indicated in the Second Amendment]*

**“Heat Pump Unit”** has the meaning set out in Section 3.14; *[as indicated in the Fourth Amendment]*

**“HSBC”** has the meaning set out in Section 4.3(b)(ii); *[as indicated in the initial Disclosure Statement]*

**"Increased Aggregate Coverage Limit"** has the meaning set out in Section 7.1; *[as indicated in the First Amendment]*

**"Lands"** has the meaning set out in Section 4.1; *[as indicated in the Second Amendment]*

**"Land Title Office"** means the New Westminster Land Title Office; *[as indicated in the initial Disclosure Statement]*

**"Lease Back Addendum"** has the meaning set out in Section 1.6(i); *[as indicated in the Third Amendment]*

**"Lease Back Program"** has the meaning set out in Section 1.6(i); *[as indicated in the Third Amendment]*

**"Load Sharing Group"** has the meaning set out in Section 3.8(b); *[as indicated in the Fourth Amendment]*

**"Lot 29", "Lot 30", "Lot 44", "Lot 45", "Lot 46" and "Lot 47"** each have the meaning set out in Section 4.1; *[as indicated in the initial Disclosure Statement]*

**"Lot 29 SRW Area"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 29 Works"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 30 SRW Area"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 30 Works"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 44 SRW Area"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 44 Works"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 45 SRW Area"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 45 Works"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 46 SRW Area"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 46 Works"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 47 SRW Area"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 47 Works"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lots 95 and 96"** each have the meaning set out in Section 4.3(b)(xlix); *[as indicated in the Third Amendment]*

**"Lot 188"** has the meaning set out in Sections 4.3(b)(xlvii) and 4.3(b)(xlviii); *[as indicated in the Second Amendment]*

**"Lot 188 Lessor"** has the meaning set out in Section 4.3(b)(xlviii); *[as indicated in the Second Amendment]*

**"Lot A"** means the lands which are labeled as "Lot A" on the Subdivision Plan and whereupon Development #1 is to be constructed, to be created upon registration of the Subdivision Plan in the Land Title Office for the subdivision of the Lands into Lot A and Lot B, including all rights, benefits, encumbrances and burdens that run with or are appurtenant thereto, including those created in conjunction with the Subdivision Approval; *[as indicated in the initial Disclosure Statement]*

**"Lot A Access Ramp"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Lot A Bicycle/Storage Lockers"** has the meaning set out in Section 3.9(b); *[as indicated in the Fourth Amendment]*

**"Lot A Parking Facility"** has the meaning set out in Section 1.6(d); *[as indicated in the Fourth Amendment]*

**"Lot A Parking Stalls"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Lot A Security Gate"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Lot A Users"** has the meaning set out in Section 4.3(b)(xxxviii); *[as indicated in the Second Amendment]*

**"Lot B"** means the lands which are labeled as "Lot B" on the Subdivision Plan and whereupon Development #2 is to be constructed, to be created upon registration of the Subdivision Plan in the Land Title Office for the subdivision of the Lands into Lot A and Lot B, including all rights, benefits, encumbrances and burdens that run with or are appurtenant thereto, including those created in conjunction with the Subdivision Approval; *[as indicated in the initial Disclosure Statement]*

**"Lot B Access Ramp"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Lot B Air Space Subdivision Approval"** means the approval of the Lot B Air Space Subdivision Plan by the Approving Officer; *[as indicated in the initial Disclosure Statement]*

**"Lot B Air Space Subdivision Plan"** means the air space subdivision plan pursuant to which Lot B will be further subdivided to create the Commercial Air Space Parcels and the South Tower Remainder Lands; *[as indicated in the initial Disclosure Statement]*

**"Lot B Security Gate"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Lot B Users"** has the meaning set out in Section 4.3(a)(ii); *[as indicated in the Second Amendment]*

**"Master Parking/Storage Agreement"** has the meaning set out in Section 3.7 and is attached hereto as **Exhibit "H"**; *[as indicated in the initial Disclosure Statement]*

**"Modo"** has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Fourth Amendment]*

**"Neighbouring Developer"** has the meaning set out in Section 7.1; *[as indicated in the First Amendment]*

**"Nominee"** means BlueSky Properties (UD Lands) Inc.; *[as indicated in the initial Disclosure Statement]*

**"North Tower"** means the 28-storey residential concrete high-rise building with ground floor townhouses containing 322 residential strata lots and common property; *[as indicated in the initial Disclosure Statement]*

**"North Tower Amenity Space"** means the amenity area including a children's play area and a detention pond/ water feature forming part of Development# 1, which will be constructed concurrently with the North Tower and available to residents of the North Tower and the South Tower pursuant to the Reciprocal Amenity Use and Cost Sharing Agreement, between the North Tower lands owner and the South Tower Remainder Lands owner, and for further clarity will not be available for use by owners/occupants of the Commercial Component; *[as indicated in the initial Disclosure Statement]*

**"North Tower Bike Room"** has the meaning set out in Section 2.1.2(d)(v); *[as indicated in the Fourth Amendment]*

**"North Tower Parking Stalls"** has the meaning set forth in Section 3.7; *[as indicated in the Fourth Amendment]*

**"North Tower Storage Lockers"** has the meaning set out in Section 3.9; *[as indicated in the Fourth Amendment]*

**"North Tower Strata Corporation"** means the strata corporation formed upon the filing in the Land Title Office of the strata plan for the subdivision of Lot A into approximately 322 strata lots; *[as indicated in the Fourth Amendment]*

**"Original Commitment Letters"** has the meaning set out Section 7.1; *[as indicated in the First Amendment]*

**"Original Principal"** has the meaning set out in Section 7.1; *[as indicated in the First Amendment]*

**"Outside Date"** has the meaning set out in Section 7.2.2(a); *[as indicated in the initial Disclosure Statement]*

**"Parcel Lockers Contract"** has the meaning set out in Section 2.1.2(i); *[as indicated in the Fourth Amendment]*

**"Parking Access Easement"** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**"Parking Access Easement over Lot A"** means the easement agreement to be entered into by the registered owner of each of Lot A and Lot B (except the Commercial Component), and to thereafter be binding upon the successors in title thereto, whereby access to a driveway, vehicular ramp and related improvements on a portion of Lot A is granted to the owners of the residential strata lots in the South Tower (but for greater certainty excluding the owners of the Commercial Component) for the purposes of providing vehicular access to and egress from the underground parking facility in Development #2, and which easement agreement will be on substantively the same terms as the Parking Access Easement over Lot B; *[as indicated in the Fourth Amendment]*

**"Parking Access Easement over Lot B"** means the easement agreement entered into by the registered owner of each of Lot A and Lot B, and to thereafter be binding upon the successors in title thereto, whereby access to a driveway, vehicular ramp and related

improvements on a portion of Lot B is granted to the owners of the residential strata lots in the North Tower for the purposes of providing vehicular access to and egress from the underground parking facility in the Development, a registered copy of which easement agreement is attached hereto as **Exhibit "S"**; *[as indicated in the Fourth Amendment]*

**"Parking Facility"** means the five-level secured underground parking facility in the Development; *[as indicated in the Fourth Amendment]*

**"Parking Facility/Storage Locker Lease and BosaVolt Charging Station Agreement"** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**"Parking Lease Encumbrance"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Parking Stalls Easement"** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**"Parking Stalls/Storage Lockers Easement over Lot A"** means the easement agreement to be entered into by the registered owner of each of Lot A and Lot B (but excluding the Commercial Component), and to thereafter be binding upon the successors in title thereto, whereby the owner of Lot B is granted the benefit of an easement over a portion of the Lot A Parking Facility to be constructed on Lot A in order to access the Lot A Parking Stalls and Lot A Storage Lockers, for purposes as described therein, for the benefit of the Project, and which easement agreement will be on substantively the same terms as the Parking Stalls/Storage Lockers Easement over Lot B; *[as indicated in the Fourth Amendment]*

**"Parking Stalls/Storage Lockers Easement over Lot B"** means the easement agreement to be entered into by the registered owner of each of Lot A and Lot B (but excluding the Commercial Component), and to thereafter be binding upon the successors in title thereto, whereby the owner of Lot A is granted the benefit of an easement over a portion of the Parking Facility to be constructed on Lot B in order to access the Additional Parking/Storage for Development #1 (on Lot B), for purposes as described therein, for the benefit of the Project, a draft copy of which easement agreement is attached hereto as **Exhibit "R"**; *[as indicated in the Fourth Amendment]*

**"Parking/Storage Easement Areas on Lot A"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Partial Assignment of the Master Parking/Storage Agreement"** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**"Permitted User"** has the meaning set out in Section 7.4(j); *[as indicated in the Fourth Amendment]*

**"Prescribed Information and Records"** has the meaning set out in Section 7.2.3(1)(c); *[as indicated in the initial Disclosure Statement]*

**"Previous Mortgages"** has been intentionally deleted; *[as indicated in the First Amendment]*

**"Principal"** has the meaning set out in Section 7.1; *[as indicated in the First Amendment]*

**"Principal Holder"** has the meaning set out in Section 1.8; *[as indicated in the initial Disclosure Statement]*

**"Policy Statement 1"** has the meaning set out in Section 5.1; *[as indicated in the Second Amendment]*

**"Project"** means, collectively, Development #1 and Development #2, as further described in Section 2.1.1(a); *[as indicated in the initial Disclosure Statement]*

**"Project Concierge/Security Services"** has the meaning set out in Section 2.1.2(d)(i); *[as indicated in the Fourth Amendment]*

**"Project Manager"** has the meaning set out in Section 1.6(b); *[as indicated in the initial Disclosure Statement]*

**"Program Management Agreement"** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**"Program PM"** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**"Public Art Feature"** has the meaning set out in Section 2.1.2(d)(iii); *[as indicated in the Fourth Amendment]*

**"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act* S.B.C. 2004, Chapter 41; *[as indicated in the initial Disclosure Statement]*

**“Reciprocal Project Facilities Use and Cost Sharing Agreement”** means the agreement to be entered into by the Nominee of each of Lot A and Lot B including the Commercial Component, and to thereafter be binding upon the successors in title thereto, whereby access to any Shared Project Facilities, as applicable, located in the Development is granted by the owners of the residential strata lots within the South Tower to the owners of the residential strata lots within the North Tower and the owner(s) of the Commercial Component, and whereby access to any Shared Project Facilities, as applicable, located in the North Tower is granted by the owners of the residential strata lots within the North Tower to the owners of the residential strata lots within the South Tower and the owner(s) of the Commercial Component, and whereby access to any Shared Project Facilities, as applicable, located in the Commercial Component, is granted by the owners of the Commercial Component to the owners of the residential strata lots within the South Tower and the owners of the residential strata lots within the North Tower, and cost sharing obligations with respect to repair, replacement, maintenance, operation and management of the Shared Project Facilities, and the facilities and equipment therein, are allocated between the owners of residential strata lots within the North Tower, the owners of the residential strata lots within the South Tower and the owner(s) of the Commercial Component, together with such other easements, covenants and equitable charges as may be necessary or desirable in respect of the Shared Project Facilities; *[as indicated in the Fourth Amendment]*

**“Reciprocal Amenity Use and Cost Sharing Agreement”** means the agreement to be entered into by the registered owner of each of Lot A and Lot B (but excluding the Commercial Component), and to thereafter be binding upon the successors in title thereto, whereby access to the North Tower Amenity Space is granted by the owners of the residential strata lots within the North Tower to the owners of the residential strata lots within the South Tower, and whereby access to the South Tower Amenity Space is granted by the owners of the residential strata lots within the South Tower to the owners of the residential strata lots within the North Tower, and cost sharing obligations with respect to repair, replacement, maintenance, operation and management of the North Tower Amenity Space, the South Tower Amenity Space, and the facilities and equipment therein, are allocated between the owners of residential strata lots within the North Tower and the South Tower, together with such other easements, covenants and equitable charges as may be necessary or desirable in respect of the North Tower Amenity Space and the South Tower Amenity Space, a draft copy of which is attached hereto as **Exhibit “Q”**; *[as indicated in the Fourth Amendment]*

**“Regulation”** means the Strata Property Regulation, B.C. Reg. 158/2015, as amended; *[as indicated in the initial Disclosure Statement]*

**“Reciprocal Shoring and Crane Swing Easement”** has the meaning set out in section 4.3(a)(v); *[as indicated in the Second Amendment]*

**“Related Developer(s)”** means one or more companies affiliated with the Developer; *[as indicated in the Fourth Amendment]*

**“Released Parties”** has the meaning set out in Section 7.2.3(4); *[as indicated in the initial Disclosure Statement]*

**“Resident EV Stalls”** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**“Resident Disability Stalls”** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**“Resident Stalls”** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**“Roughed-In Only Stalls”** has the meaning set out in Section 3.8(b); *[as indicated in the Fourth Amendment]*

**“RRPM Addendum”** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**“RRPM Program”** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**“RRPM Program Agreements”** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**“SCDC”** has been intentionally deleted; *[as indicated in the First Amendment]*

**“SCDC Mortgage”** has been intentionally deleted; *[as indicated in the First Amendment]*

**“Second Supplemental Commitment Letter”** has the meaning set out in Section 7.1; *[as indicated by the First Amendment]*

**“Section 218 Statutory Right of Way”** means a covenant entered into by the Developer pursuant to section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended; *[as indicated in the initial Disclosure Statement]*

**“Section 219 Covenant”** means a covenant entered into by the Developer pursuant to section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended; *[as indicated in the initial Disclosure Statement]*

**“Service Facilities”** has the meaning set out in Section 2.1.2(j); *[as indicated in the Fourth Amendment]*

**“Secured Bike Stalls”** has the meaning set out in Section 3.9(d); *[as indicated in the Fourth Amendment]*

**"Security Services"** has the meaning set out in Section 2.1.2(d)(i); *[as indicated in the Fourth Amendment]*

**"Shared Amenity Furnishings"** has the meaning set out in Section 3.4; *[as indicated in the Fourth Amendment]*

**"Shared Bike Storage Easement"** has the meaning set out in Section 3.9(d); *[as indicated in the Fourth Amendment]*

**"Shared Disability Visitor Stall"** has the meaning set out in Section 3.7; *[as indicated in the initial Disclosure Statement]*

**"Shared Disability Visitor Stall Easement"** has the meaning set out in Section 4.4(e)(iii); *[as indicated in the initial Disclosure Statement]*

**"Shared Large-Vehicle Loading Stall"** has the meaning set out in Section 3.7; *[as indicated in the initial Disclosure Statement]*

**"Shared Large-Vehicle Loading Stall Easement"** has the meaning set out in Section 4.4(e)(i); *[as indicated in the initial Disclosure Statement]*

**"Shared Visitor/Short-Term Loading Stalls Easement"** has the meaning set out in Section 4.4(e)(ii); *[as indicated in the initial Disclosure Statement]*

**"Shared Parking Facility Areas"** has the meaning set out in Section 2.1.2(g)(ii); *[as indicated in the Fourth Amendment]*

**"Shared Parking Facility Areas on Lot A"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Shared Parking Facility Areas on Lot B"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Shared Parking Facility Easements"** has the meaning set out in Section 2.1.2(g); *[as indicated in the Fourth Amendment]*

**"Shared Project Expenses"** has the meaning set out in Section 2.1.2(g); *[as indicated in the Fourth Amendment]*

**"Shared Project Facilities"** has the meaning set out in Section 2.1.2(g)(iv); *[as indicated in the Fourth Amendment]*

**"Shared Residential Amenities/Facilities"** has the meaning set out in Section 2.1.2(g)(i); *[as indicated in the Fourth Amendment]*

**"Shared Residential Expenses"** has the meaning set out in Section 2.1.2(g); *[as indicated in the Fourth Amendment]*

**"Shared UD South Expenses"** has the meaning set out in Section 2.1.2(g); *[as indicated in the Fourth Amendment]*

**"Shared UD South Facilities"** has the meaning set out in Section 2.1.2(g)(iv); *[as indicated in the Fourth Amendment]*

**"Shared Vehicle"** has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Fourth Amendment]*

**"Shared Visitor/Short Term Loading Stalls"** has the meaning set out in Section 3.7; *[as indicated in the initial Disclosure Statement]*

**"Small Car Stalls"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"South Tower"** means the 38-storey concrete high-rise building with ground floor townhouses containing approximately 431 residential strata lots and common property, which is the subject matter of this Disclosure Statement; *[as indicated in the initial Disclosure Statement]*

**"South Tower Amenity Space"** means the amenities and facilities currently anticipated to include, without limitation, the amenities and facilities more particularly described in Section 2.1.2(d)(i)-(iv), all forming part of the Development and available to residents of the North Tower and the South Tower, pursuant to the Reciprocal Amenity Use and Cost Sharing Agreement, between the owner of Lot A and the owner of Lot B, and for further clarity will not be available for use by owners/occupants of the Commercial Component;" *[as indicated in the Fourth Amendment]*

**"South Tower Disability Stall"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"South Tower Remainder Lands"** means the parcel of land containing South Tower, to be created upon registration of the Lot B Air Space Subdivision Plan in the Land Title Office, including all rights, benefits, encumbrances and burdens that run with or are appurtenant thereto, including those created in conjunction with the Lot B Air Space Subdivision Approval; *[as indicated in the initial Disclosure Statement]*

**“South Tower Visitor/Short-Term Loading Stall”** has the meaning set out in Section 3.7; *[as indicated in the initial Disclosure Statement]*

**“Standard Bylaws”** means the “Standard Bylaws” pursuant to the *Strata Property Act*; *[as indicated in the initial Disclosure Statement]*

**“Storage Lockers Easement”** has the meaning set out in Section 4.4(e)(v); *[as indicated in the initial Disclosure Statement]*

**“Strata Corporation”** means the strata corporation in respect of the South Tower, formed upon filing in the Land Title Office of the Strata Plan for the subdivision of South Tower Remainder Lands; *[as indicated in the initial Disclosure Statement]*

**“Strata Lots”** means the residential strata lots created upon the filing in the Land Title Office of the Strata Plan that subdivides the South Tower into 420 strata lots and common property and **“Strata Lot”** means any one of them; *[as indicated in the initial Disclosure Statement]*

**“Strata Plan”** means the proposed strata plan of the South Tower attached hereto as **Exhibit “C”**; *[as indicated in the initial Disclosure Statement]*

**“SRW Area”** has been intentionally deleted; *[as indicated in the Second Amendment]*

**“Subdivision Approval”** means the approval of the Subdivision Plan by the Approving Officer; *[as indicated in the initial Disclosure Statement]*

**“Subdivision Plan”** means the proposed subdivision plan prepared by Bennett Land Surveying Ltd., B.C. and Canada Land Surveyors and Engineers marked as Plan EPP79101, pursuant to which the Lands have been subdivided to create Lot A and Lot B, a registered copy of which is attached hereto as **Exhibit “B”**; *[as indicated in the Fourth Amendment]*

**“Sustainable Drainage System”** has the meaning set out in Section 4.3(b)(xxx); *[as indicated in the Second Amendment]*

**“Target Rent”** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**“Telecommunications Equipment”** has the meaning set out in Section 3.14.1; *[as indicated in the Fourth Amendment]*

**“TELUS”** has the meaning set out in Section 4.3(b)(i); *[as indicated in the Second Amendment]*

**“Tenancy Agreement”** has the meaning set out in Section 7.2.5; *[as indicated in the initial Disclosure Statement]*

**“Term”** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**“UD Car Share Membership”** has the meaning set out in Section 7.4(j); *[as indicated in the Fourth Amendment]*

**“UD Parking”** means BlueSky Properties (UD Parking) Inc.; *[as indicated in the initial Disclosure Statement]*

**“UD Prepaid Membership Cap”** has the meaning set out in Section 7.4(j); *[as indicated in the Fourth Amendment]*

**“Unit Entitlement”** has the meaning set out in Section 3.1; *[as indicated in the initial Disclosure Statement]*

**“Variance”** has the meaning set out in Section 7.2.2(c); *[as indicated in the initial Disclosure Statement]*

**“Vendor’s Rental Contribution”** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**“Visitor EV Charger”** has the meaning set out in Section 3.8(e); *[as indicated in the Fourth Amendment]*

**“Visitor EV Users”** has the meaning set out in Section 3.8(e); *[as indicated in the Fourth Amendment]*

#### Statutory Definitions

Words and phrases defined in the *Strata Property Act* and used in this Disclosure Statement have the meanings given in the *Strata Property Act* unless inconsistent with the subject matter or context.

## List of Exhibits

EXHIBIT "A"	Proposed Project Concept Plan
EXHIBIT "B"	Registered Subdivision Plan
EXHIBIT "C"	Proposed Strata Plan - Revised
EXHIBIT "D"	Proposed Form V – Schedule of Unit Entitlement - Revised
EXHIBIT "E"	Estimated Operating Budgets – Revised
EXHIBIT "F"	Estimated Monthly Maintenance Fees per Strata Lot - Revised
EXHIBIT "G"	Proposed Form Y – Owner Developer’s Notice of Different Bylaws - Revised
EXHIBIT "H"	Proposed Form of Master Parking/Storage Agreement- Revised
EXHIBIT "I"	Proposed Form of Partial Assignment of Master Parking/Storage Agreement - Revised
EXHIBIT "J"	Strata Property Act Form J – Rental Disclosure Statement
EXHIBIT "K"	Handling Deposits – sections 18 and 19 of <i>Real Estate Development Marketing Act</i>
EXHIBIT "L"	Form of Agreement of Purchase and Sale
EXHIBIT "M"	Proposed Form of Management Agreements - Revised
EXHIBIT "N"	Proposed Form of Roof Lease
EXHIBIT "O"	Copy of City of Surrey Zoning Text Applicable to the Project
EXHIBIT "P-2"	<i>Intentionally Deleted</i>
EXHIBIT "Q"	Registered Reciprocal Amenity Use and Cost Sharing Agreement
EXHIBIT "R"	Draft Parking Stalls/Storage Lockers Easement over Lot B - Revised
EXHIBIT "S"	Registered Parking Access Easement over Lot B
EXHIBIT "T"	CSAIR Information Collection Guide
EXHIBIT "U"	Common Property Licence Agreement
EXHIBIT "V"	Concordance Table of Previous & Newly Assigned Townhouse Civic Addresses
EXHIBIT "W"	Definitions and Exhibits (as amended)