

ROWE

SECOND AMENDMENT TO DISCLOSURE STATEMENT

REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA

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

DEVELOPER

Name of each party of which the Developer is comprised: Bosa Properties (West 49th Ave-B) Inc. and Bosa Properties (West 49th Ave) Inc.

Business address and address for service of each party comprising the Developer: 1100 – 838 West Hastings Street, Vancouver, BC, V6C 0A6

BROKERAGE OF DEVELOPER

Name: Bosa Properties Realty Inc.

Business Address: 1100 – 838 West Hastings Street, Vancouver, BC, V6C 0A6

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

DATE OF DISCLOSURE STATEMENT October 20, 2021

DATE OF FIRST AMENDMENT March 10, 2022

DATE OF SECOND AMENDMENT June 23, 2022

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

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

DISCLAIMER

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

The Disclosure Statement dated October 20, 2021, as amended by the First Amendment to Disclosure Statement dated March 10, 2022 (collectively, the “**Disclosure Statement**”), is hereby amended as follows:

1. by deleting, in its entirety, the following notice set out under page 5 of the Disclosure Statement: “**REAL ESTATE DEVELOPMENT MARKETING ACT (BRITISH COLUMBIA) REQUIREMENTS (Amended Policy Statement 5)**”;
2. by deleting Section 3.4(e) in its entirety and replacing it with the following:

“(e) The Developer confirms that it has elected to construct each of the Strata Lots with an appurtenant rooftop deck, designated as Limited Common Property thereof for the exclusive use of such Strata Lot (as shown on the Preliminary Strata Plan attached hereto as **Exhibit A**, for clarity, being Strata Lots 19, 21, 25, 28, 32, 35, 39, 42 and 46) to include rooftop deck access by way of the alternate design approved by the City pursuant to the DPMA (as defined and further described in Section 6.1(b)) instead of by way of the single-leaf hatch design originally approved by the City pursuant to the Original Development Permit.”;
3. by deleting the first two paragraphs of Section 5.1 and replacing them with the following:

“The Developer commenced construction of the Development (meaning the date of commencement of excavation of the Lands for the purpose of constructing the Development) on or about April 4, 2022.

The Developer currently estimates that construction of the Development will be completed (as such term is defined in Policy Statement 1, as described below) sometime between November 1, 2023 and February 29, 2024.”;
4. by deleting Section 6.1(b) and replacing it with the following:

“(b) The City issued Development Permit No. DP-2021-00107 (the “**Original Development Permit**”) in respect of the Development on December 17, 2021 and the City issued Development Permit DP-2022-00077 on April 21, 2022 as a minor amendment to the Original Development Permit (the “**DPMA**” and together with the Original Development Permit, the “**Development Permit**”).”;
5. by deleting Section 6.1(c) in its entirety and replacing it with the words “**Intentionally Deleted.**”;
6. by deleting Section 6.1(d) in its entirety and replacing it with the following:

“(d) The City issued Building Permit no. BP-2021-05710 (the “**Building Permit**”) for the Development on March 18, 2022. The Building Permit is one of multiple or staged building permits to be issued by the City in respect of the construction of the Development and the Developer will promptly apply for and promptly pay for each further required building permit to complete the construction of the Development.”;
7. by deleting the phrase “the dates for satisfaction or waiver of the Seller’s Conditions (as described in Section 7.2(i) below) (if applicable),” in Section 7.2(f);
8. by inserting the following as the last sentence of the second paragraph of Section 7.2(i):

“As of the date of this Second Amendment to Disclosure Statement, the Seller waives the foregoing Seller’s Conditions set out in Section 7.2(i)(i),(ii) and (iii)”;
9. by deleting the words “any of the Seller’s Conditions or” from the last paragraph of Section 7.2(i);

10. by deleting each of Sections 7.2(l), 7.2(m), 7.2(o) and 7.2(p) in their entirety and in each instance replacing them with the words “**Intentionally Deleted.**”;
11. by deleting Section 7.2(r)(v)(A) in its entirety and replacing it with the words “**Intentionally Deleted.**”;
12. by deleting Section 7.2(v) in its entirety and replacing it with the words “**Intentionally Deleted.**”;
13. by deleting Exhibit A, titled “Preliminary Strata Plan”, in its entirety and replacing it with the **Exhibit A** attached to this Second Amendment to Disclosure Statement;
14. by deleting Exhibit B, titled “Proposed Form V – Schedule of Unit Entitlement”, in its entirety and replacing it with the **Exhibit B** attached to this Second Amendment to Disclosure Statement;
15. by amending Exhibit C, titled “Proposed Interim Budget of Estimated Operating Expenses”, by deleting the line item described as “Trash /Recycling/Composting” in the “**Interim Budget**” attached thereto and replacing it with “Trash/Recycling/Composting”;
16. by deleting Exhibit D, titled “Estimated Monthly Assessments Per Strata Lot” in its entirety and replacing it with **Exhibit D** attached to this Second Amendment to Disclosure Statement;
17. by amending Exhibit F, titled “Proposed Form of Parking and Bicycle/Storage Lease”, by deleting the Schedule A pages attached thereto and replacing them with the **Schedule A to Exhibit F** attached to this Second Amendment to Disclosure Statement; and
18. by deleting Exhibit I, titled “Proposed Form of Contract of Purchase and Sale”, in its entirety and replacing it with the **Exhibit I** attached to this Second Amendment to Disclosure Statement. For clarity, Exhibit I attached to this Second Amendment to Disclosure Statement is the form of Contract of Purchase and Sale to be entered into by new purchasers after the filing of this Second Amendment to Disclosure Statement and will not apply to purchasers who entered into Contracts of Purchase and Sale prior to the filing of this Second Amendment to Disclosure Statement.

DEEMED RELIANCE

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


DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of the 23rd day of June, 2022.

BENEFICIAL OWNER

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

By:



Authorized Signatory

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



COLIN BOSA

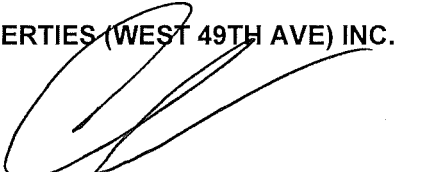


DALE BOSA

REGISTERED OWNER

BOSA PROPERTIES (WEST 49TH AVE) INC.

By:




Authorized Signatory

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



COLIN BOSA



DALE BOSA

EXHIBIT A
PRELIMINARY STRATA PLAN

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

STRATA PLAN EPS _____

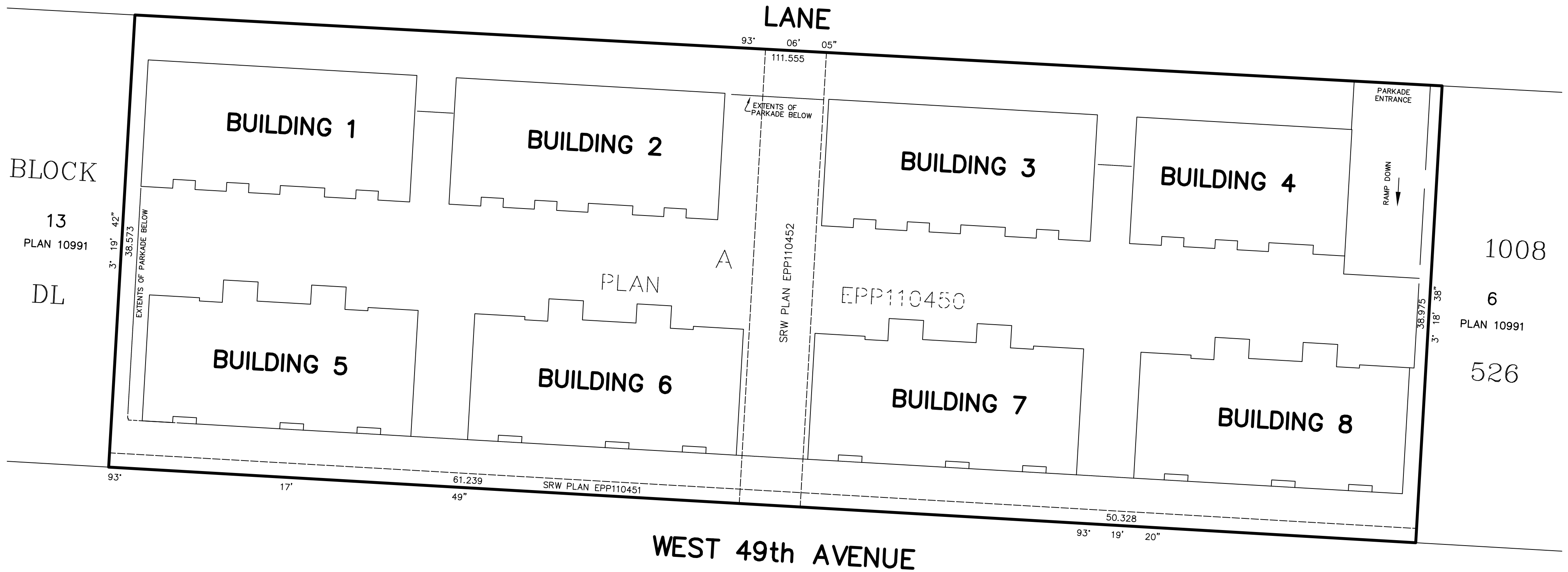
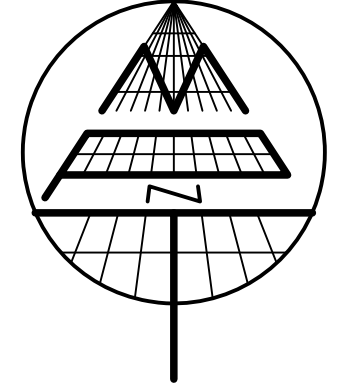
BCGS 92G.025
CITY OF VANCOUVER

NAME OF DEVELOPMENT:
ROWE

CIVIC ADDRESS:
785 WEST 49th AVENUE
VANCOUVER, B.C.



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



LEGEND:

- ALL DIMENSIONS ARE IN METRES.
- SL INDICATES STRATA LOT
- C.P. INDICATES COMMON PROPERTY
- LCP INDICATES LIMITED COMMON PROPERTY
- m² INDICATES SQUARE METRES
- PT INDICATES PART

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

NOTES:

AREA CALCULATIONS ARE PRELIMINARY
ONLY AND ARE BASED ON ARCHITECTURAL
DRAWINGS DATED 04/14/21, 11/20/21 & 11/29/21

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

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

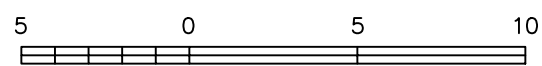
PURSUANT TO SECTION 68 OF THE
STRATA PROPERTY ACT,
STRATA LOT BOUNDARIES ARE TAKEN TO:

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

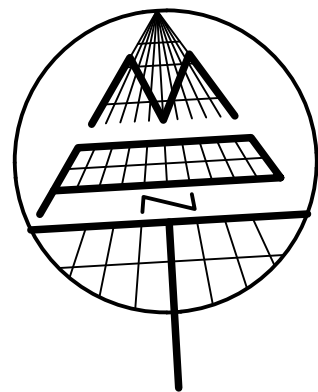
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CADFILE: 18594-5-PROPOSED STRATA-3.DWG

PARKADE

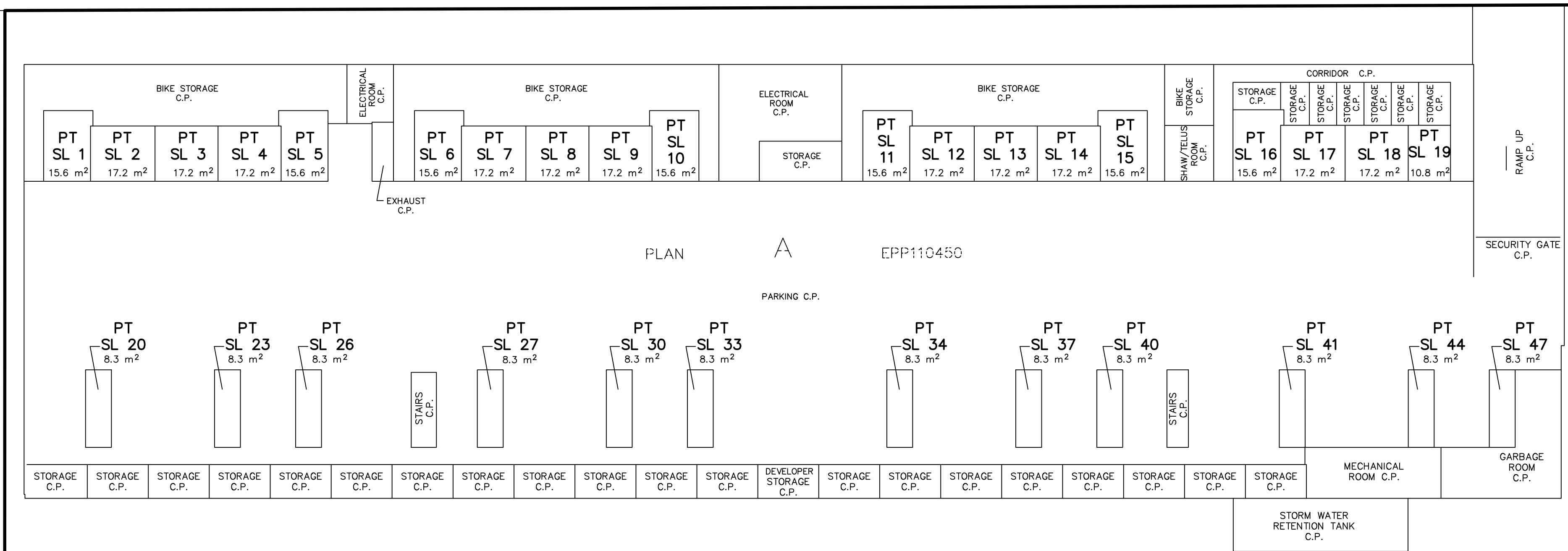
STRATA PLAN EPS



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WHEN PLOTTED AT A SCALE OF 1:200



LANE



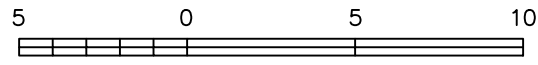
WEST 49th AVENUE

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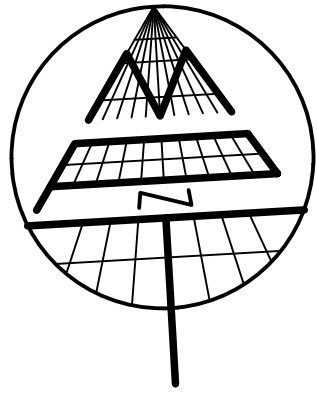
SITE (GROUND LEVEL)

SEE GROUND LEVEL BUILDING FLOOR PLAN SHEETS.

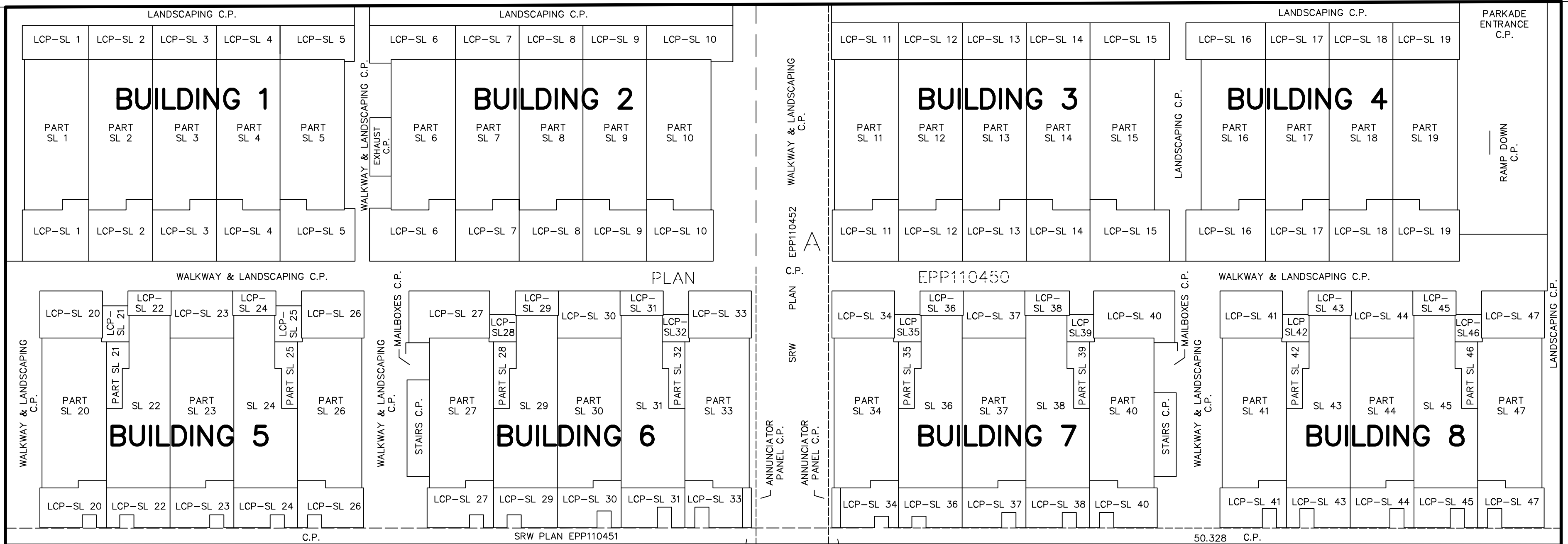
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LANE



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

WEST 49th AVENUE

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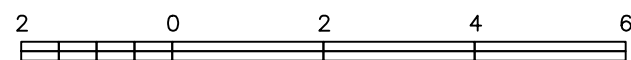
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V-22-18594-5-PRPSD STRATA-3

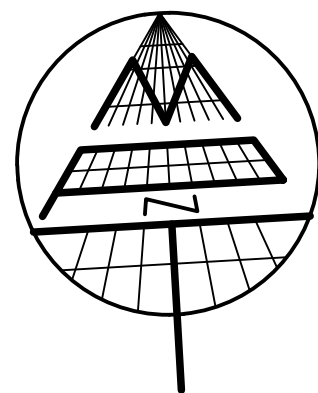
MAY 16, 2022

FLOOR PLAN BUILDING 1 – GROUND LEVEL

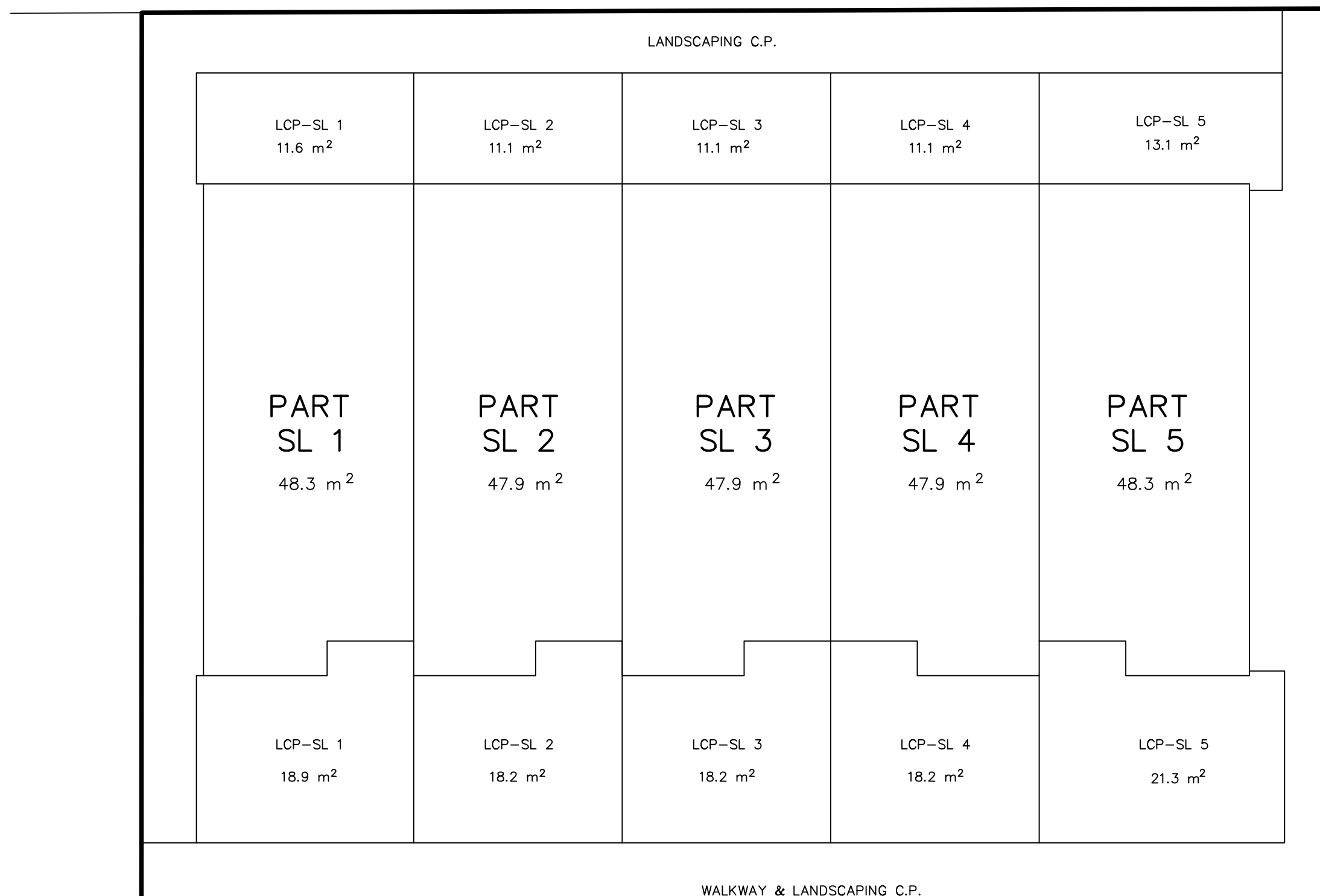
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LANE



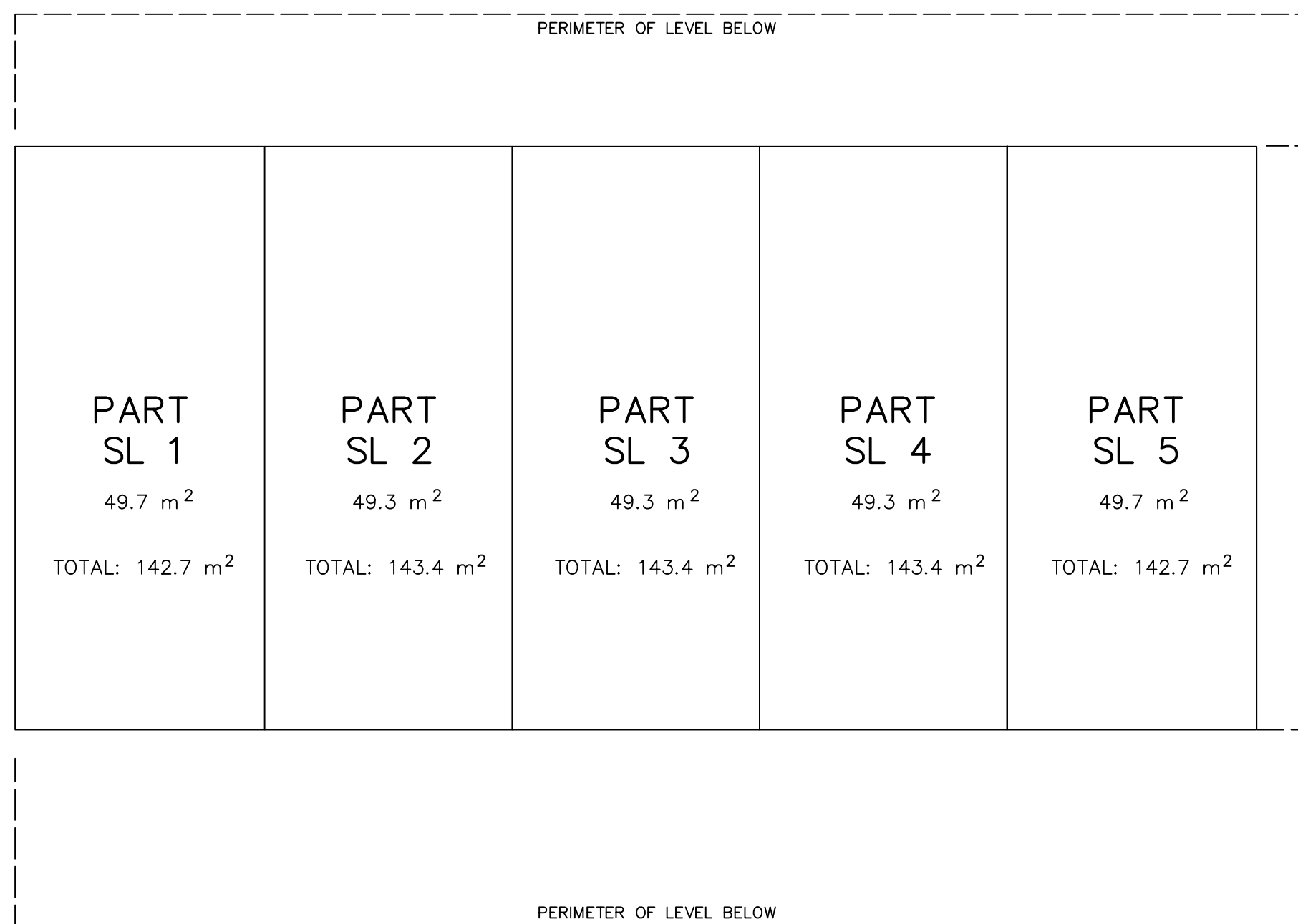
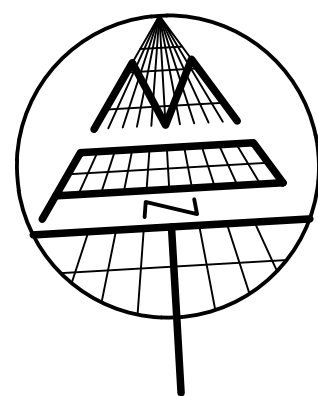
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FLOOR PLAN BUILDING 1 – LEVEL 2

STRATA PLAN EPS_____



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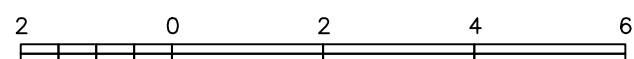


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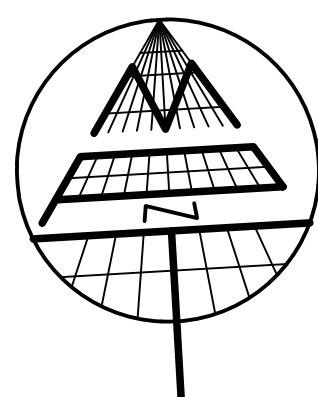
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FLOOR PLAN BUILDING 1 – LEVEL 3

STRATA PLAN EPS_____



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PERIMETER OF LEVEL BELOW

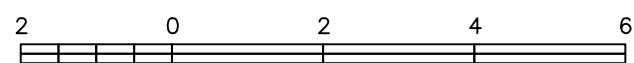
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PART SL 1 29.1 m ²	PART SL 2 29.0 m ²	PART SL 3 29.0 m ²	PART SL 4 29.0 m ²	PART SL 5 29.1 m ²
ROOF C.P.				

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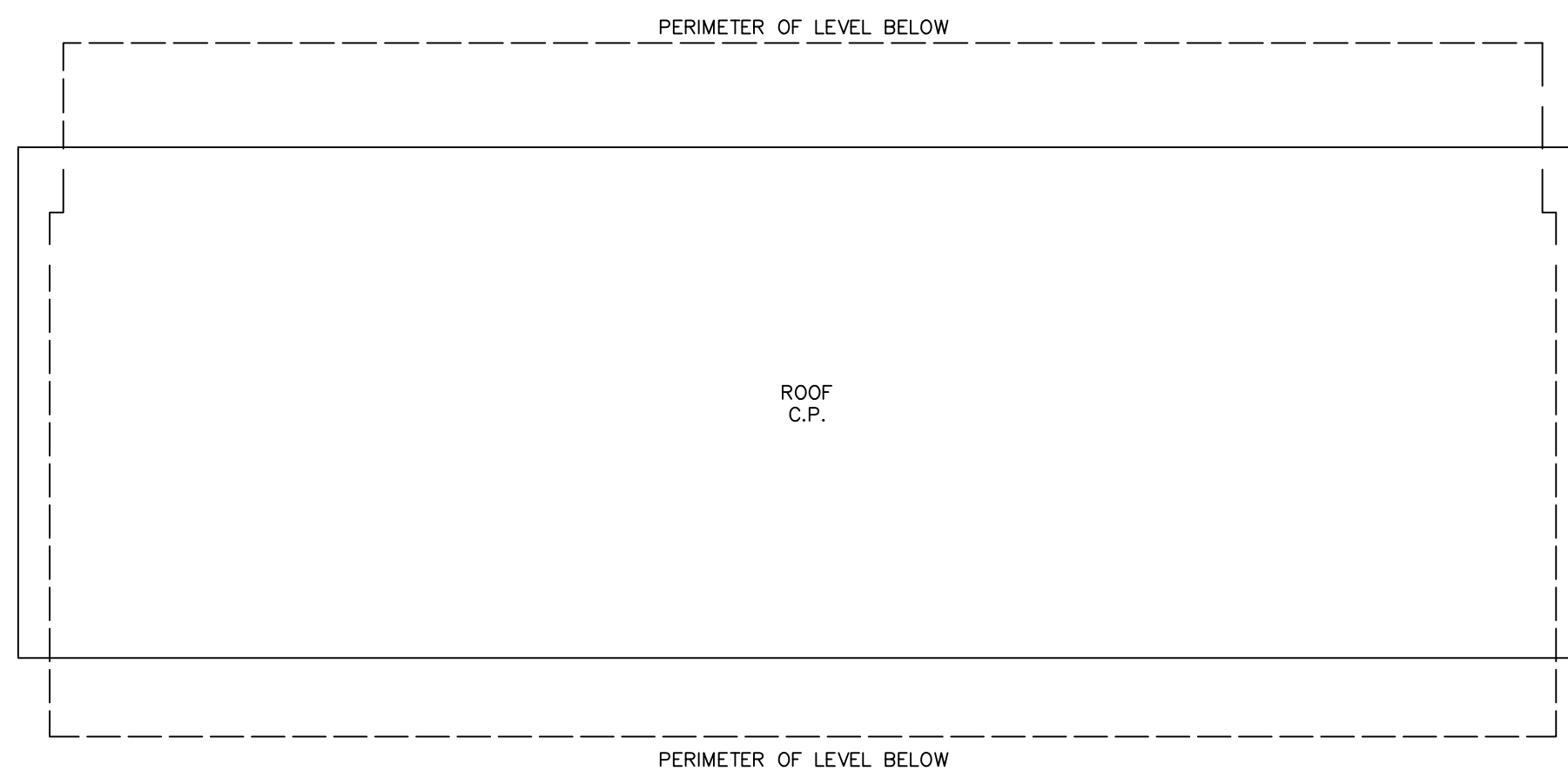
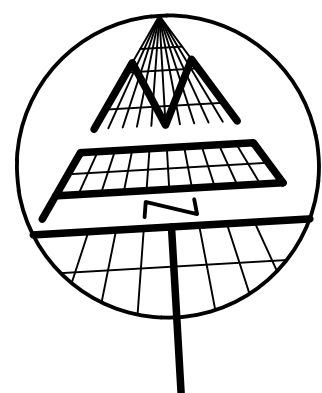
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FLOOR PLAN BUILDING 1 – ROOF

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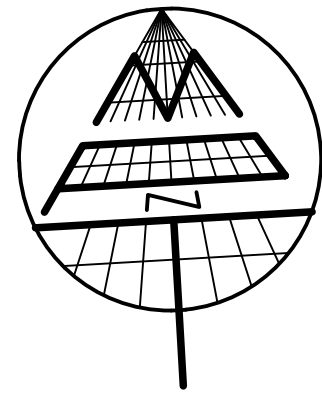
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FLOOR PLAN BUILDING 2 – GROUND LEVEL

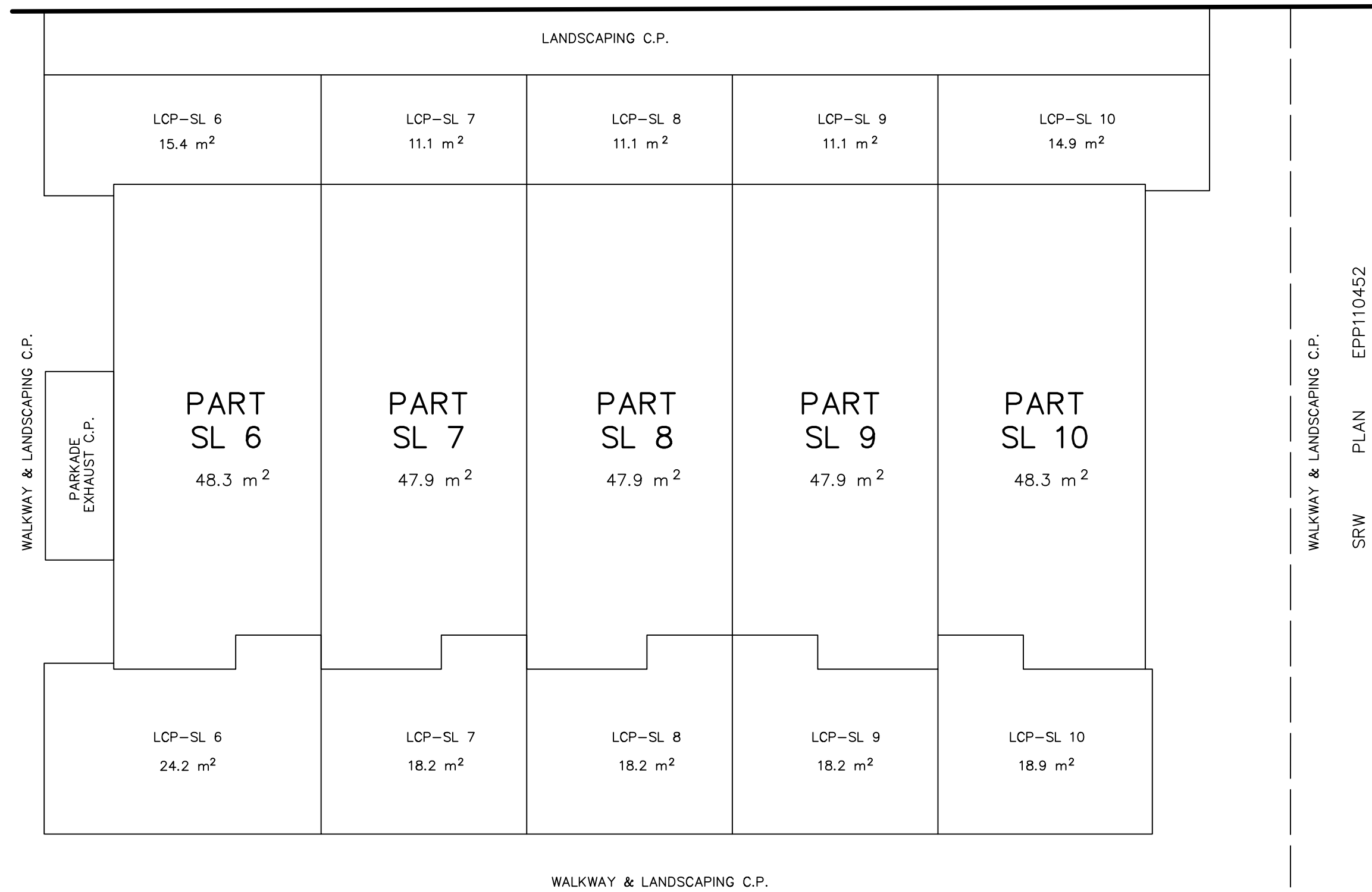
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LANE

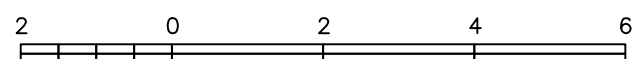


SRW PLAN EPP110452

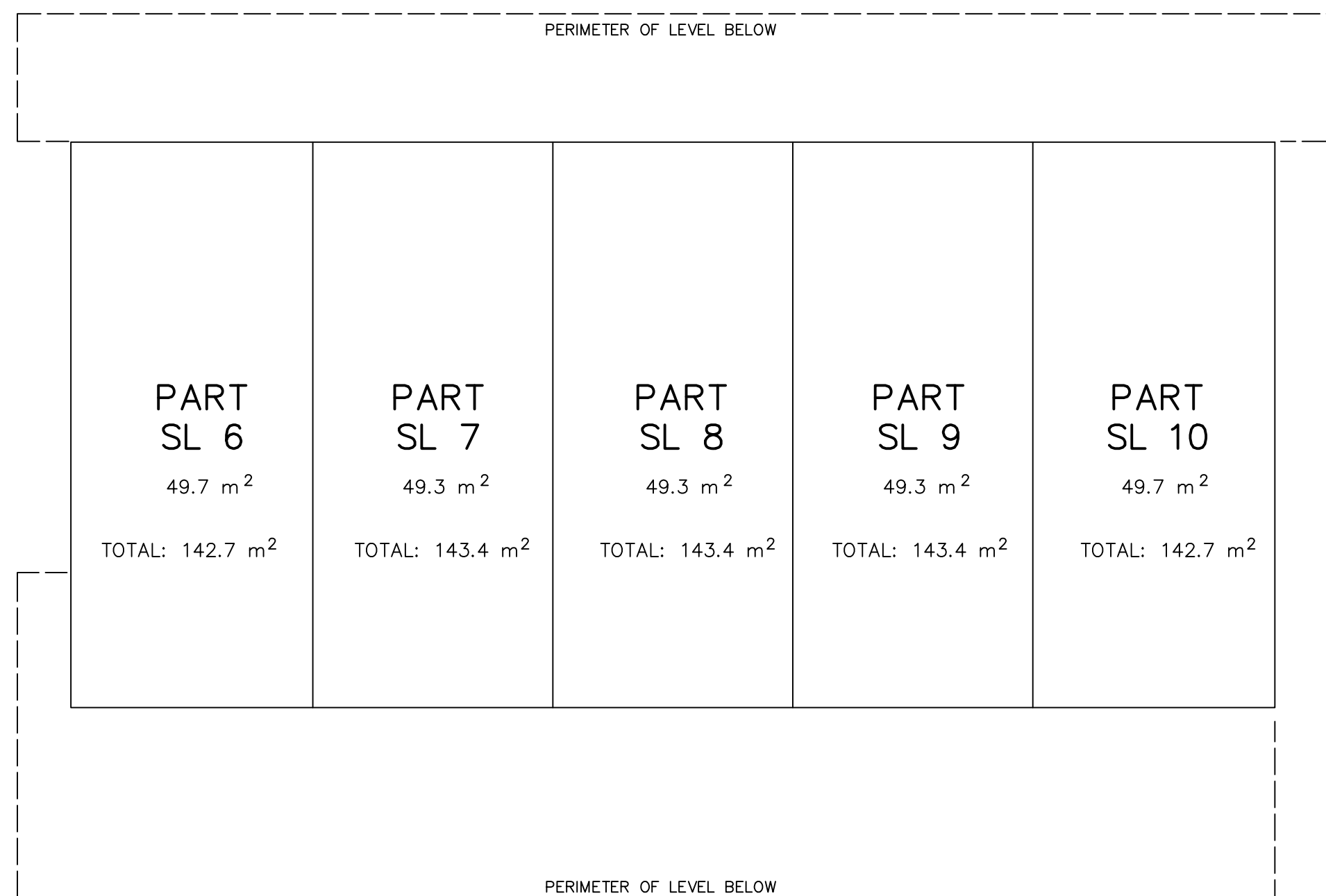
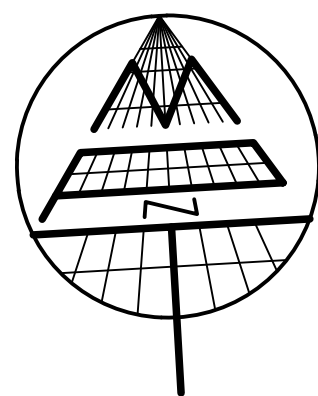
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FLOOR PLAN BUILDING 2 – LEVEL 2

STRATA PLAN EPS_____



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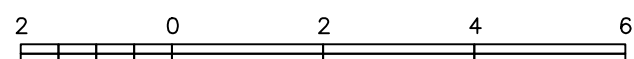


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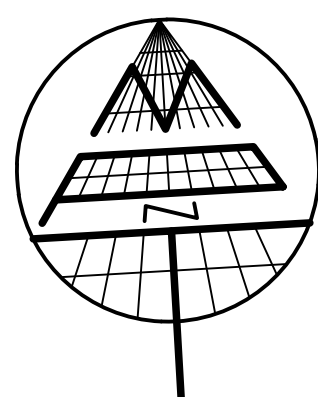
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FLOOR PLAN BUILDING 2 – LEVEL 3

STRATA PLAN EPS_____



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PERIMETER OF LEVEL BELOW

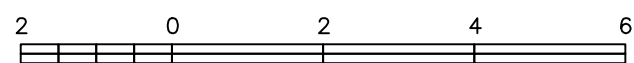
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PART SL 6 29.1 m ²	PART SL 7 29.0 m ²	PART SL 8 29.0 m ²	PART SL 9 29.0 m ²	PART SL 10 29.1 m ²
ROOF C.P.				

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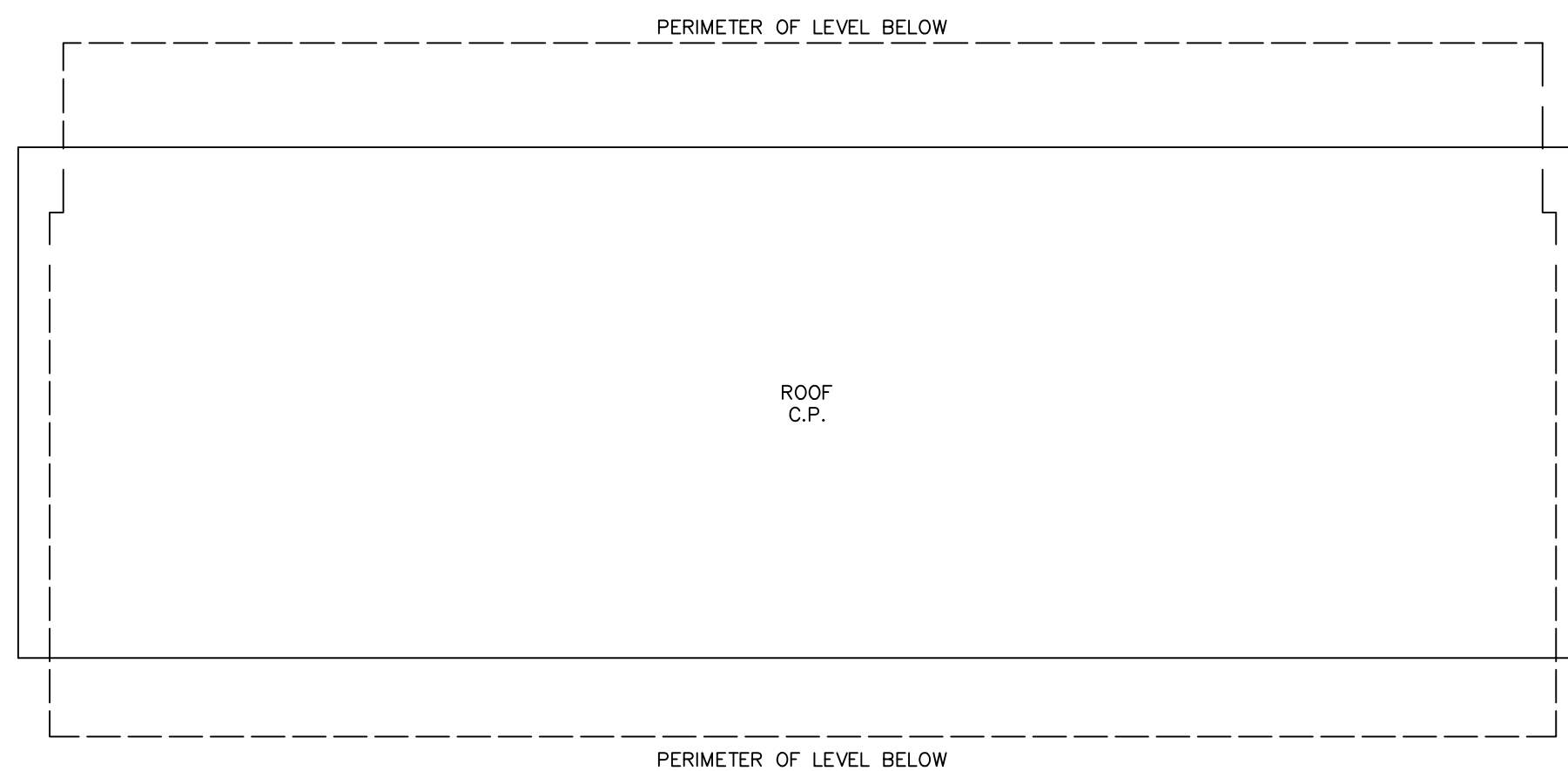
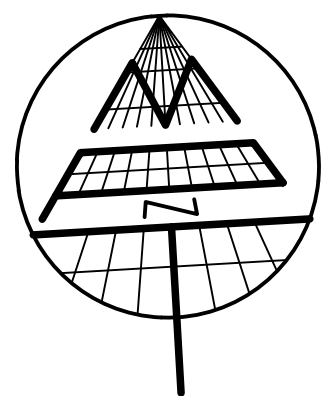
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FLOOR PLAN BUILDING 2 – ROOF

STRATA PLAN EPS_____



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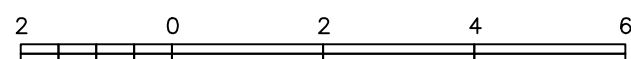


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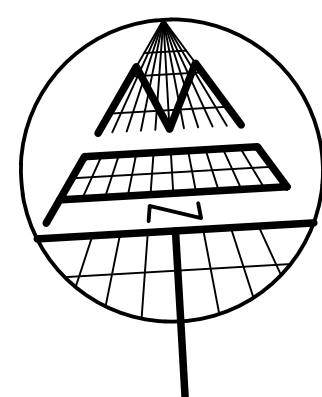
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 CADFILE: 18594-5-PROPOSED STRATA-3.DWG

FLOOR PLAN BUILDING 3 – GROUND LEVEL

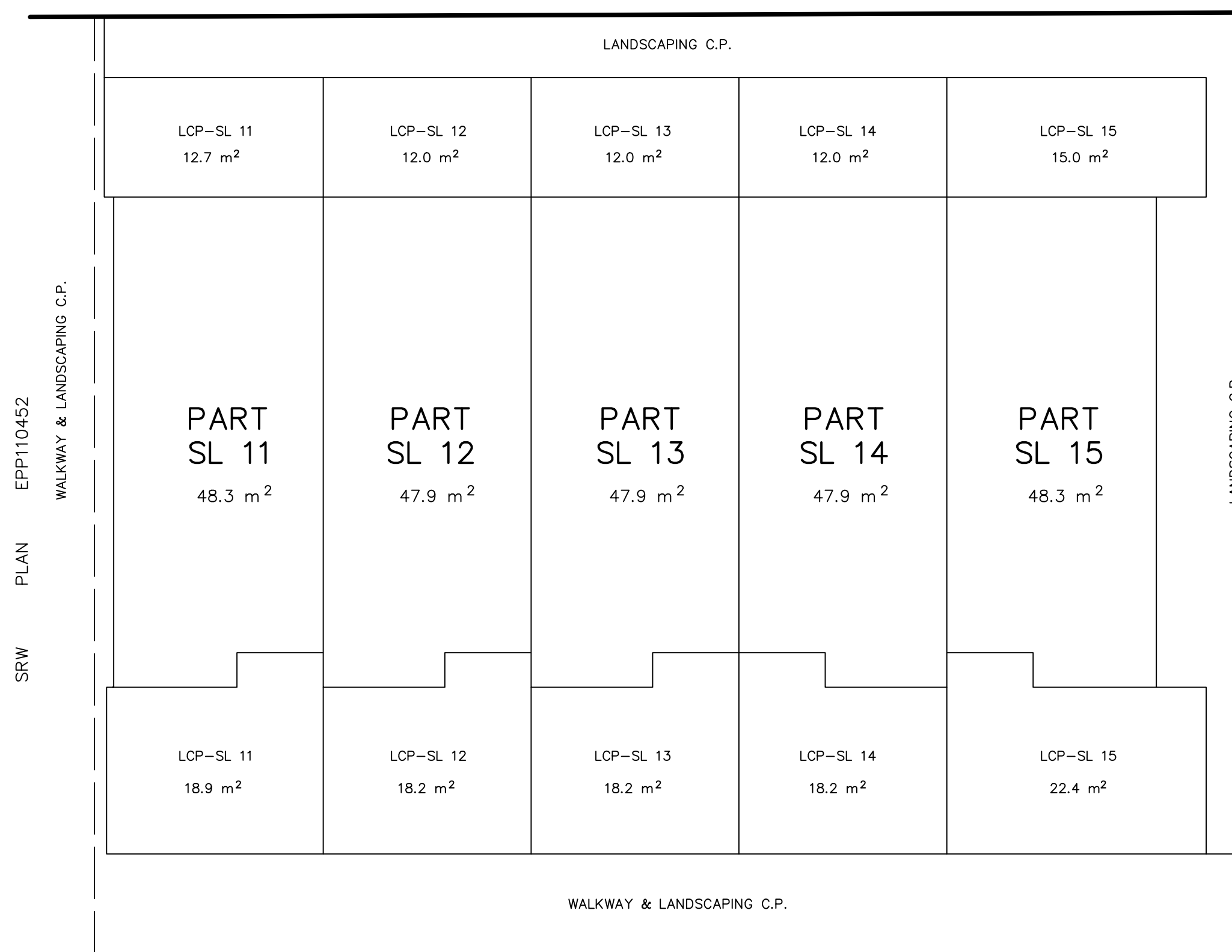
STRATA PLAN EPS_____



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LANE



EPP110452
SRW
PLAN

WALKWAY & LANDSCAPING C.P.

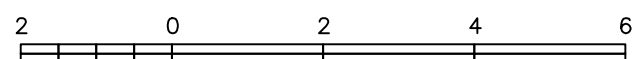
LANDSCAPING C.P.

WALKWAY & LANDSCAPING C.P.

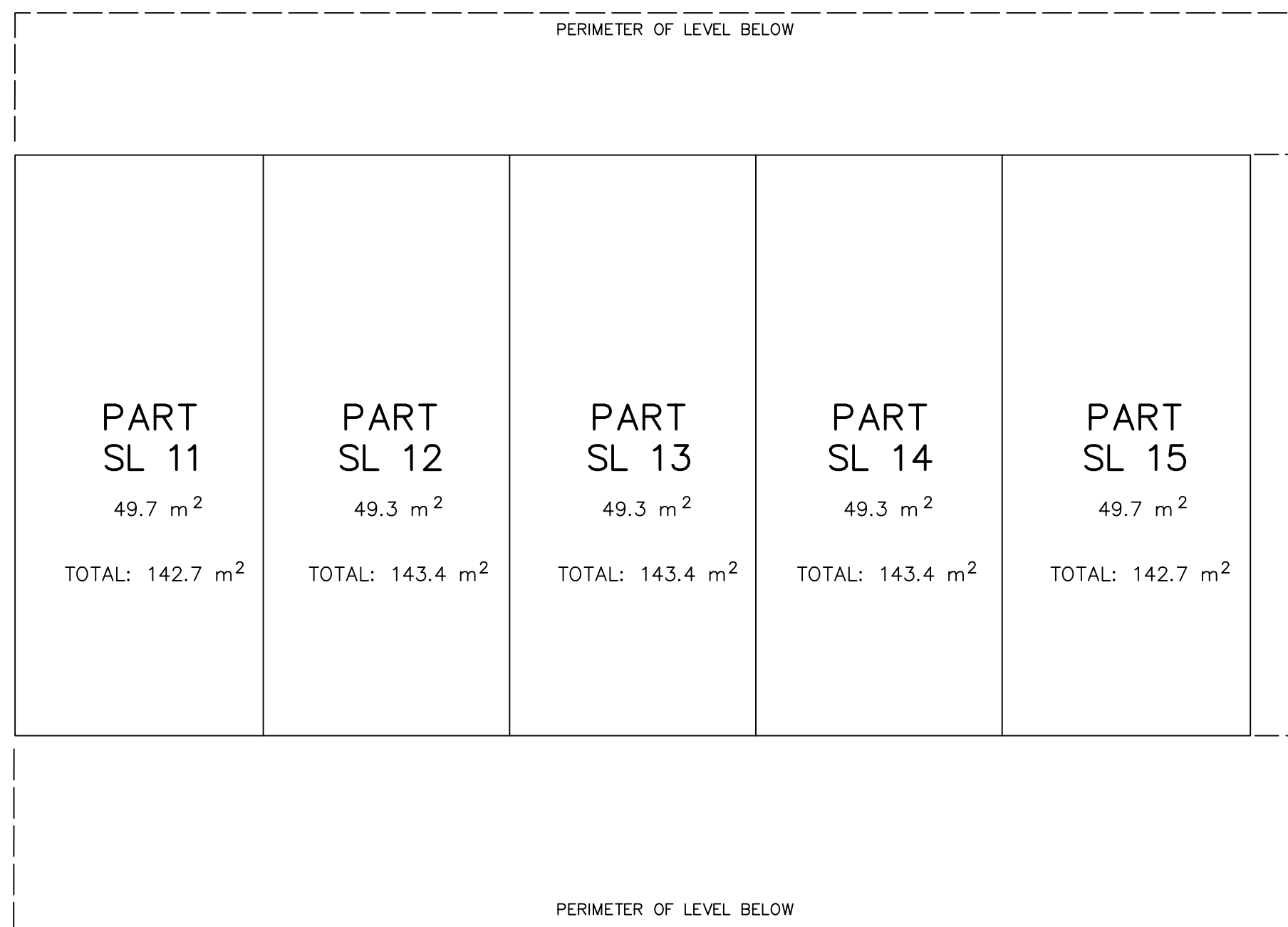
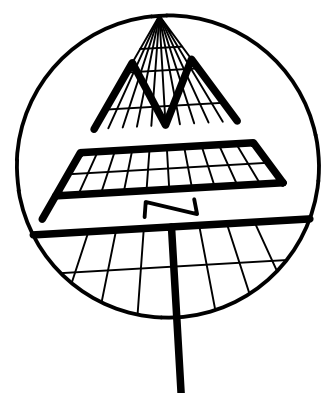
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FLOOR PLAN BUILDING 3 – LEVEL 2

STRATA PLAN EPS_____



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 WHEN PLOTTED AT A SCALE OF 1:100

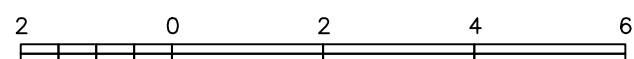


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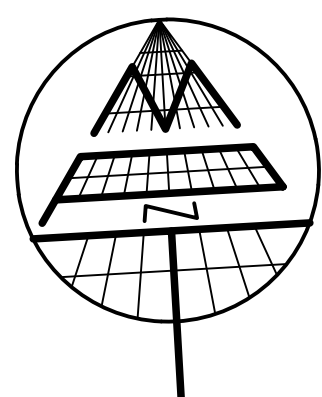
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FLOOR PLAN BUILDING 3 – LEVEL 3

STRATA PLAN EPS_____



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



PERIMETER OF LEVEL BELOW

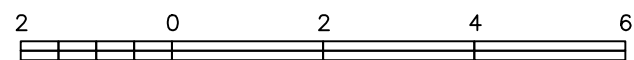
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PART SL 11 29.1 m ²	PART SL 12 29.0 m ²	PART SL 13 29.0 m ²	PART SL 14 29.0 m ²	PART SL 15 29.1 m ²
ROOF C.P.				

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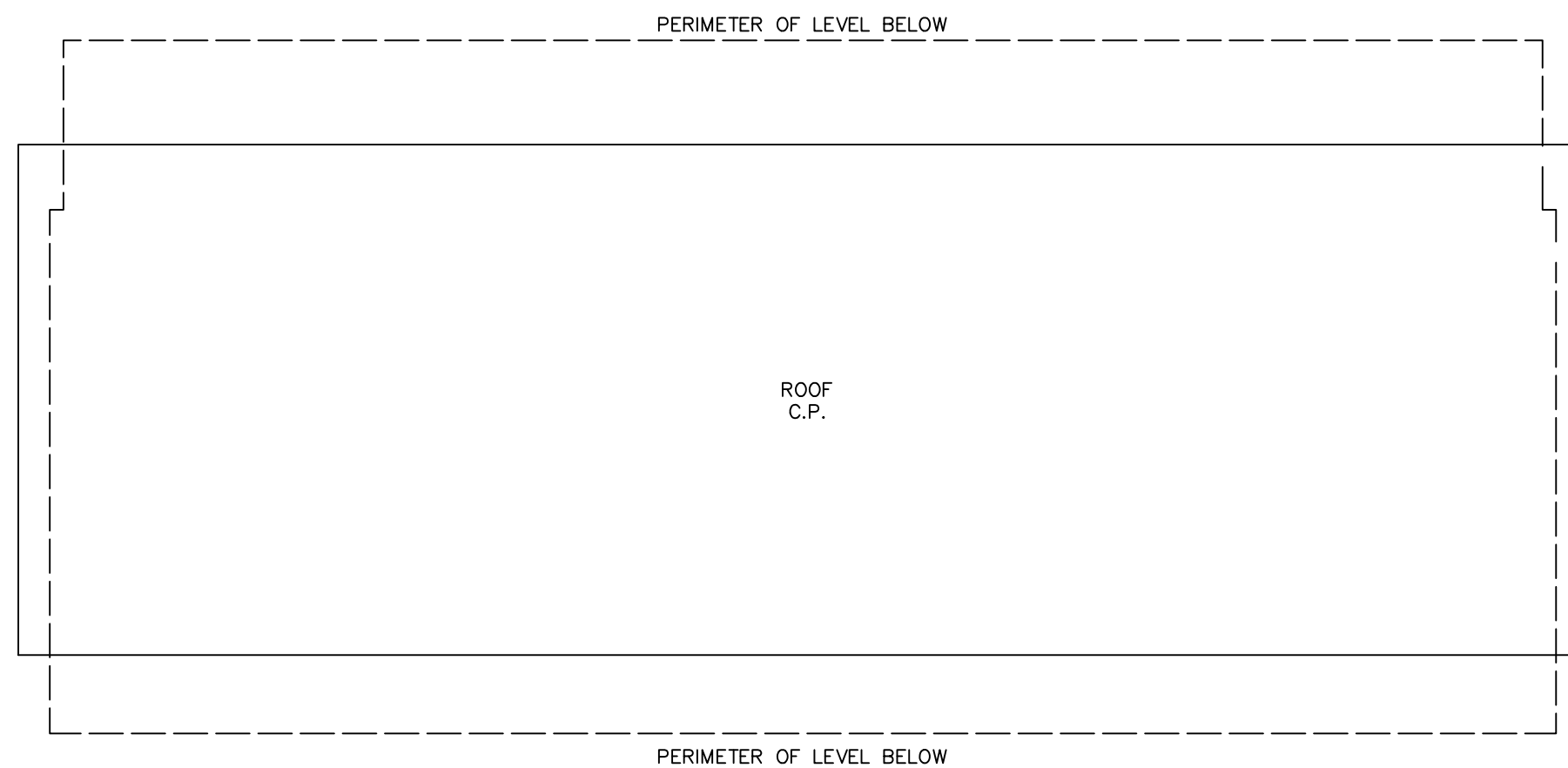
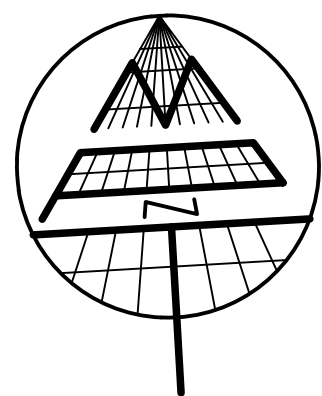
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FLOOR PLAN BUILDING 3 – ROOF

STRATA PLAN EPS_____



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 560mm IN WIDTH BY 432mm IN HEIGHT (C-SIZE)
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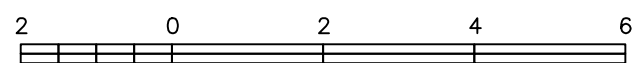


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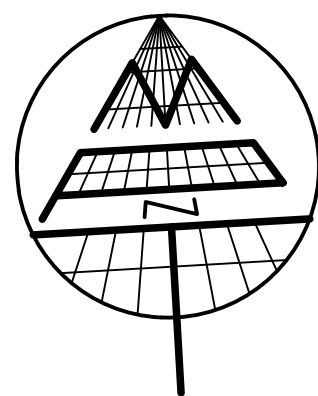
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FLOOR PLAN BUILDING 4 – GROUND LEVEL

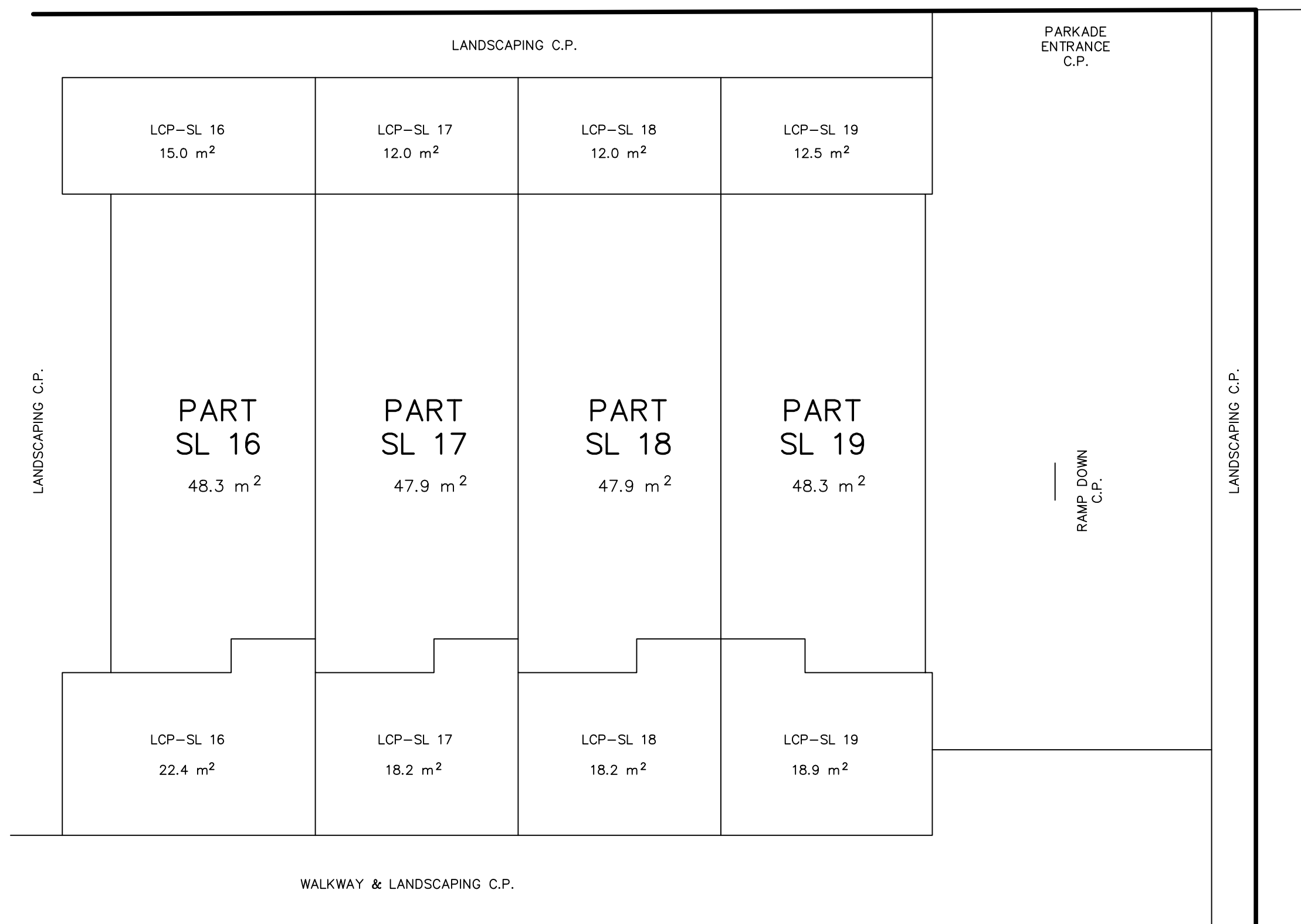
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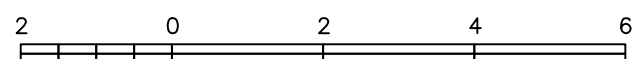
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V-22-18594-5-PRPSD STRATA-3

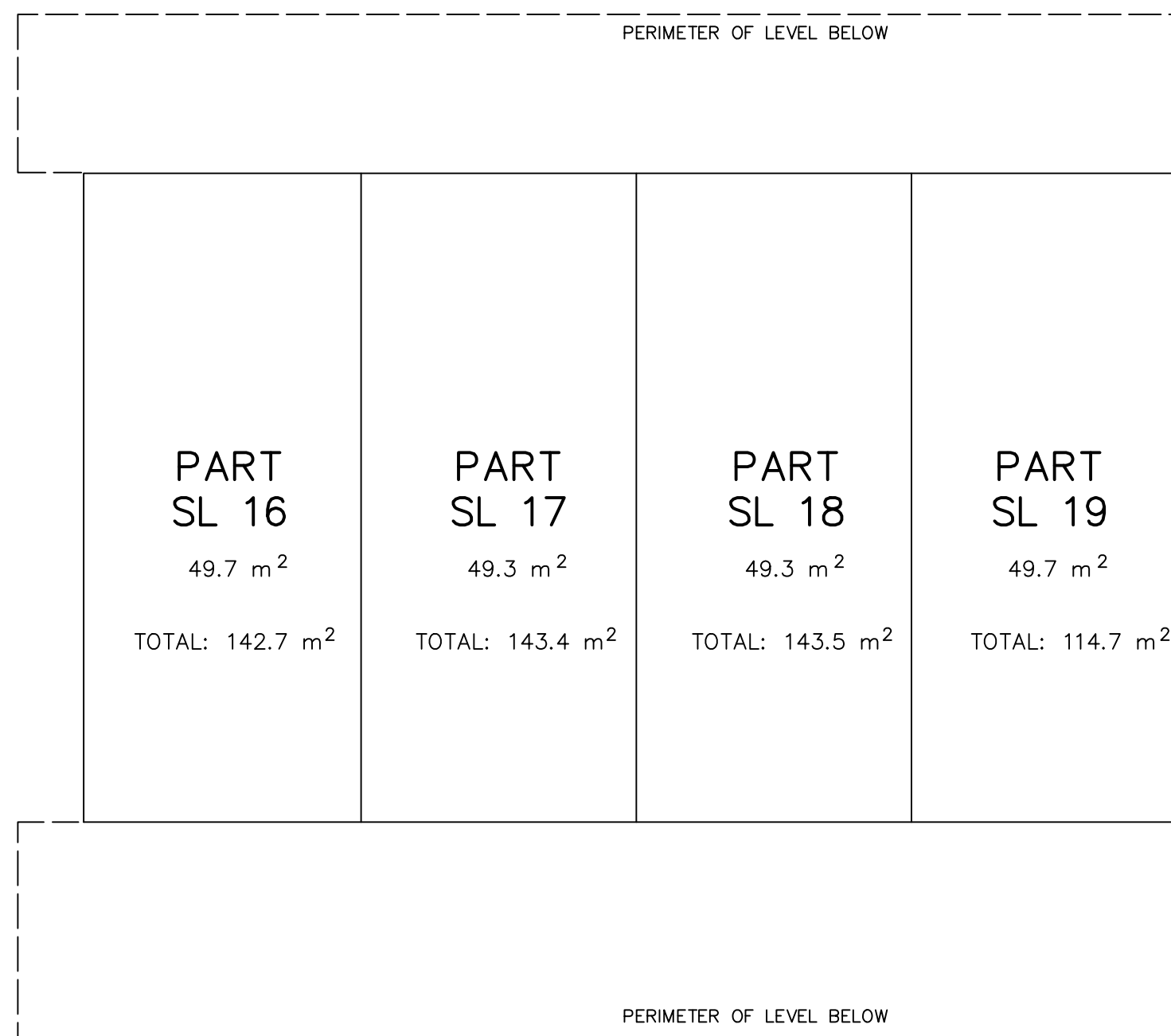
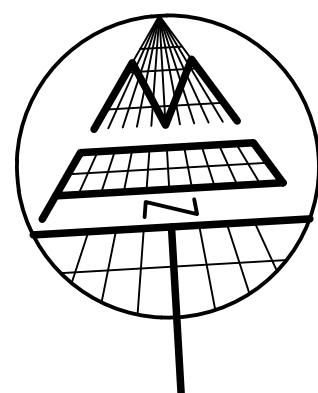
MAY 16, 2022

FLOOR PLAN BUILDING 4 – LEVEL 2

STRATA PLAN EPS_____



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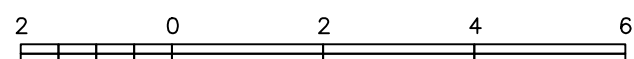


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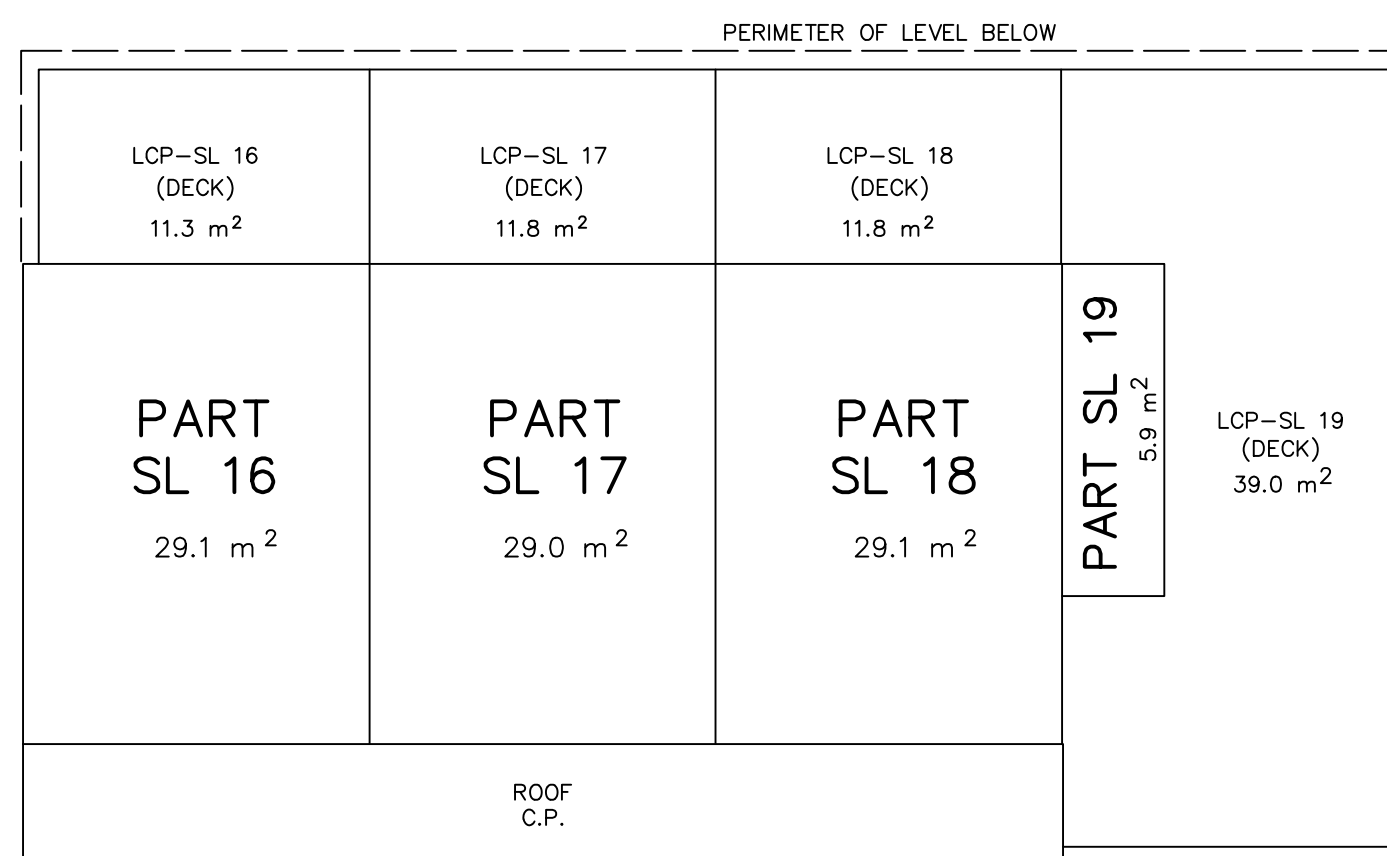
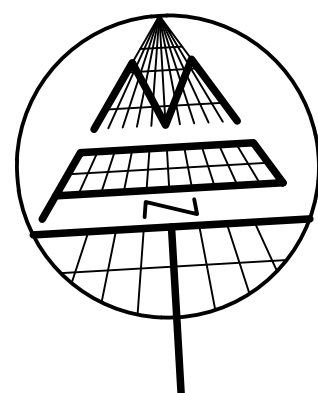
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FLOOR PLAN BUILDING 4 – LEVEL 3

STRATA PLAN EPS_____



THE INTENDED PLOT SIZE OF THIS PLAN IS
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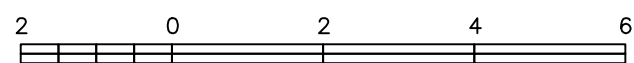


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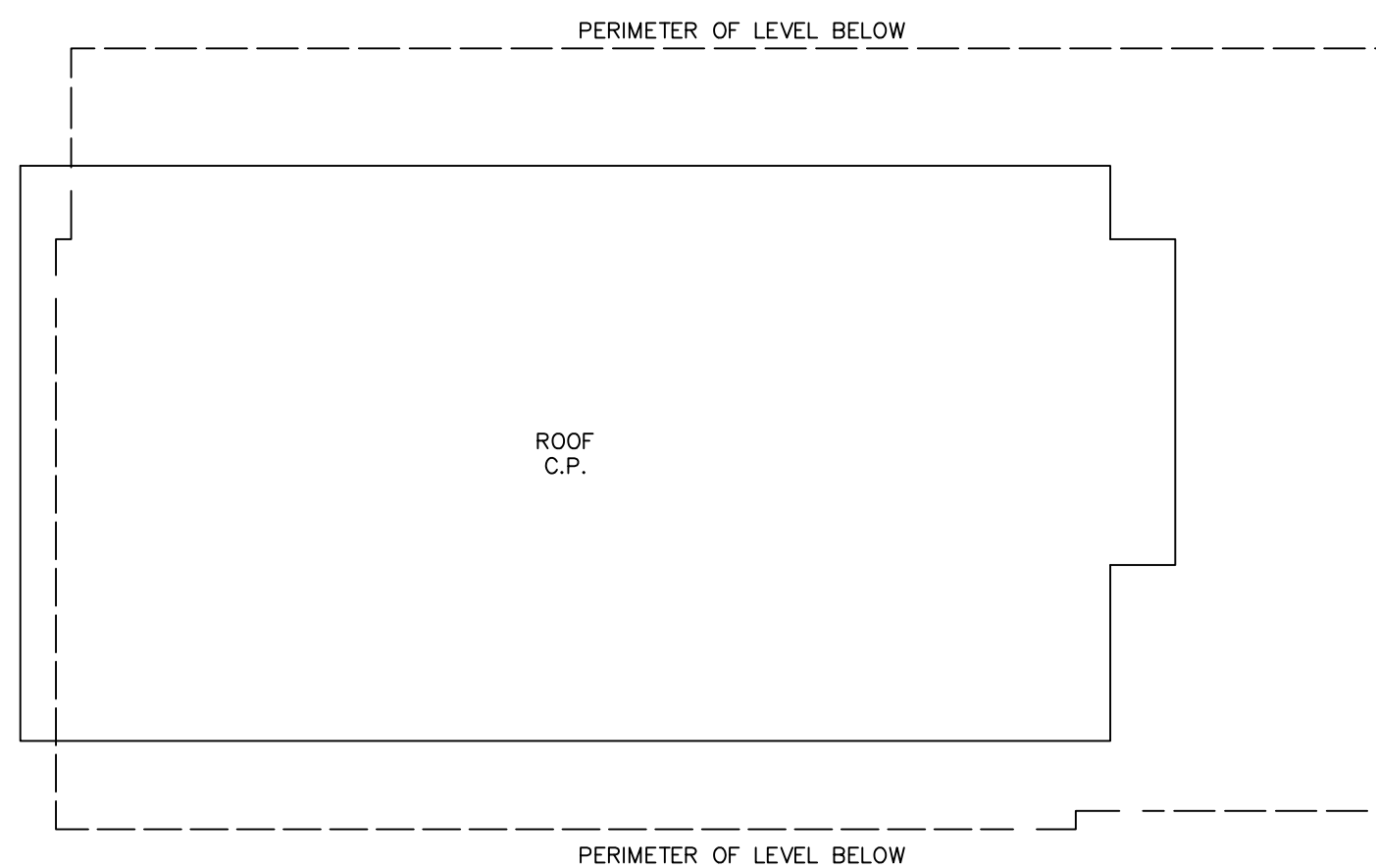
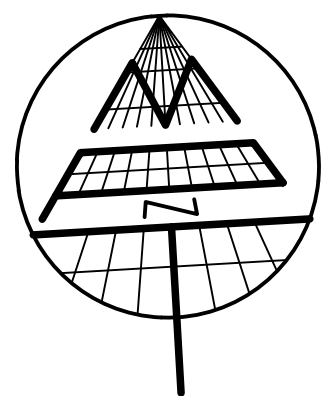
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FLOOR PLAN BUILDING 4 – ROOF

STRATA PLAN EPS_____



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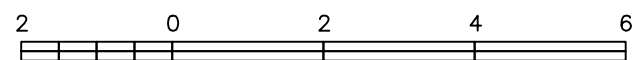


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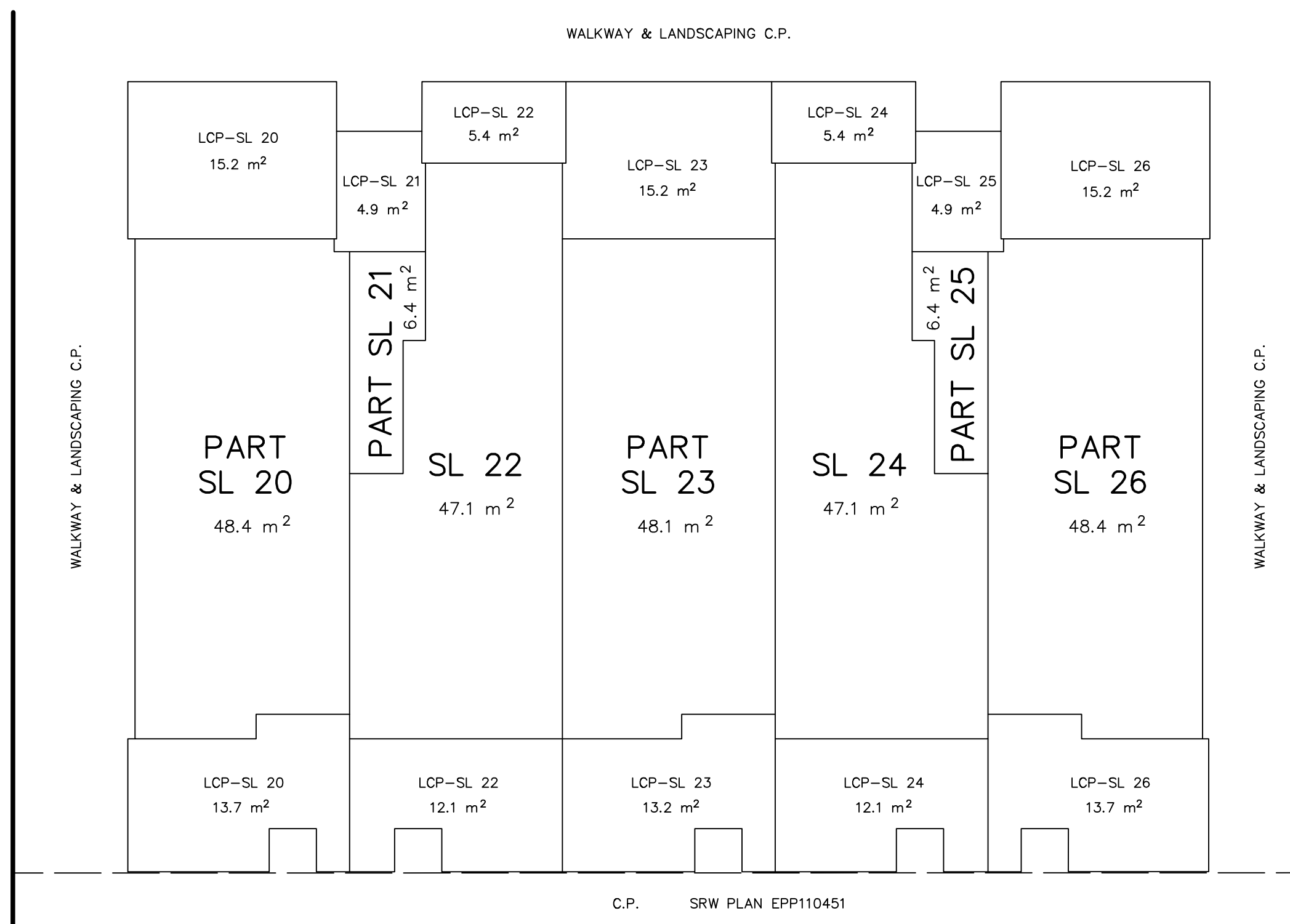
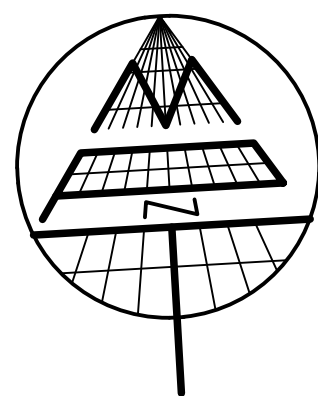
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FLOOR PLAN BUILDING 5 – GROUND LEVEL

STRATA PLAN EPS_____



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WEST 49th AVENUE

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V-22-18594-5-PRPSD STRATA-3

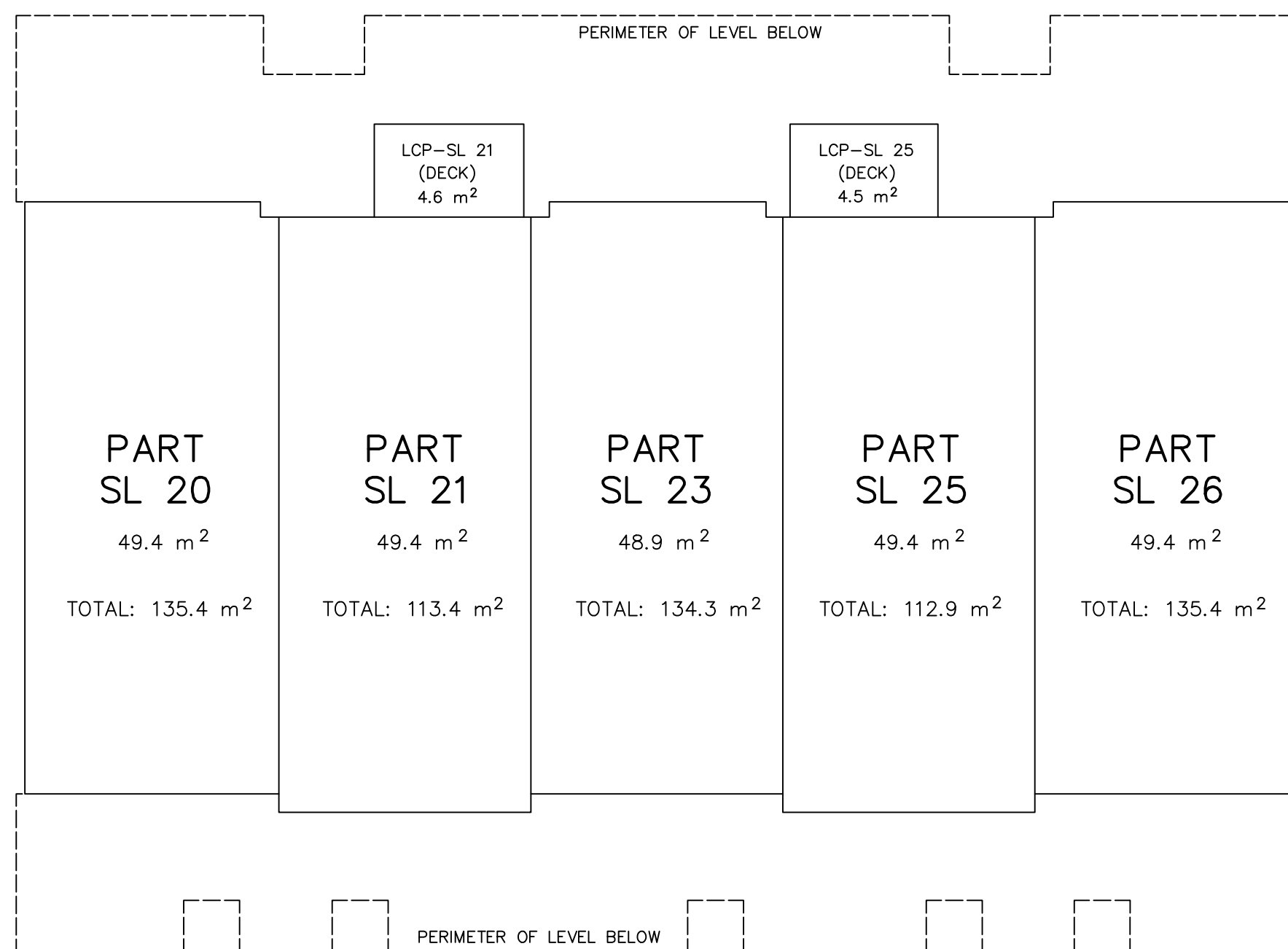
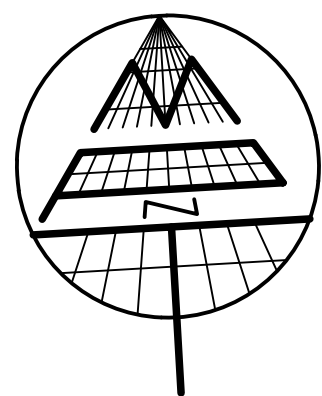
MAY 16, 2022

FLOOR PLAN BUILDING 5 – LEVEL 2

STRATA PLAN EPS_____



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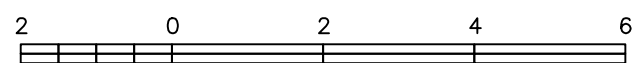


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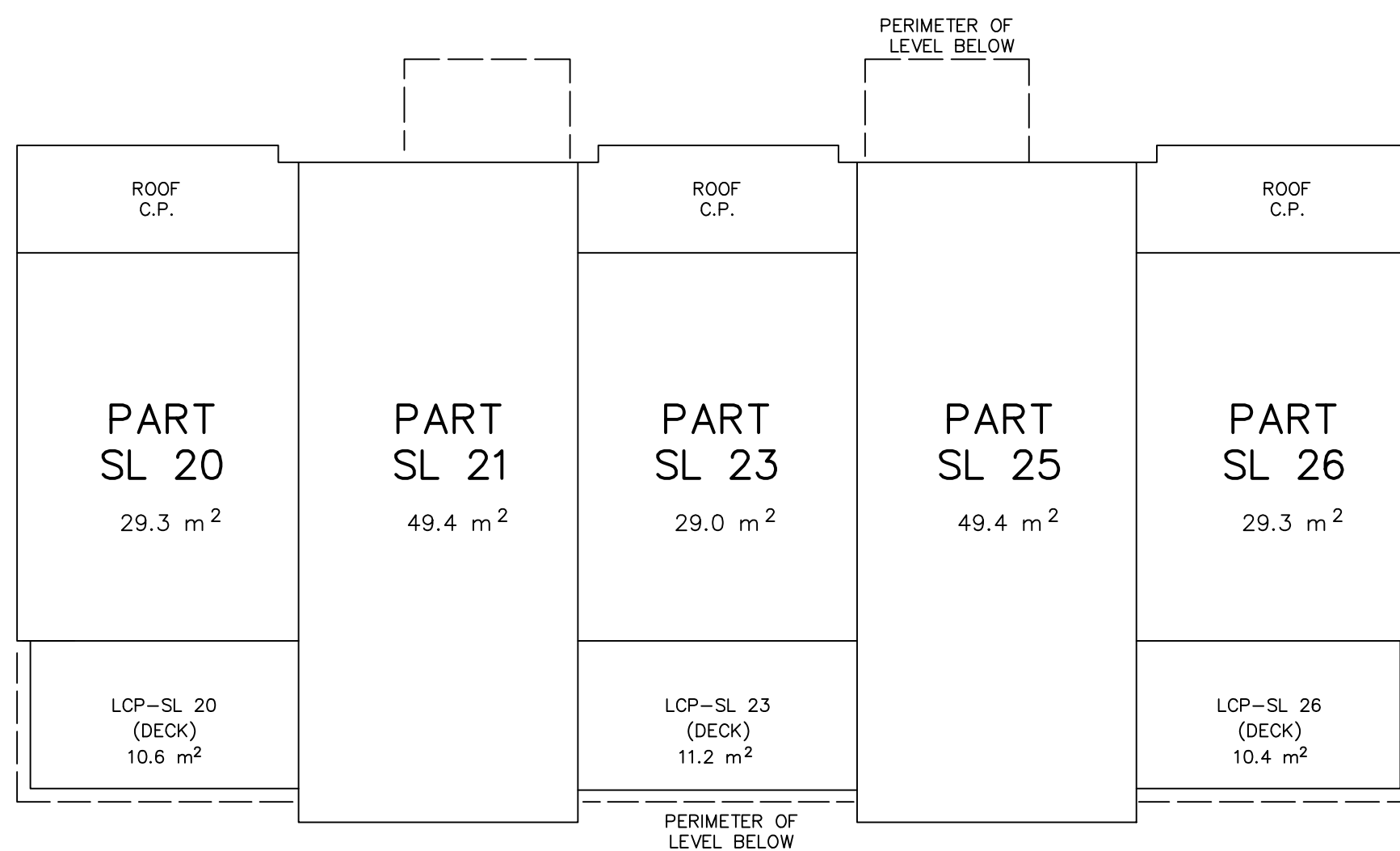
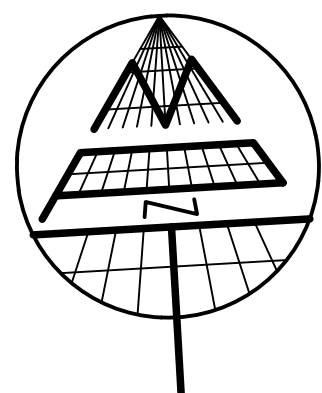
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FLOOR PLAN BUILDING 5 – LEVEL 3

STRATA PLAN EPS_____



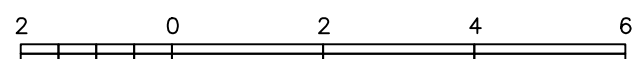
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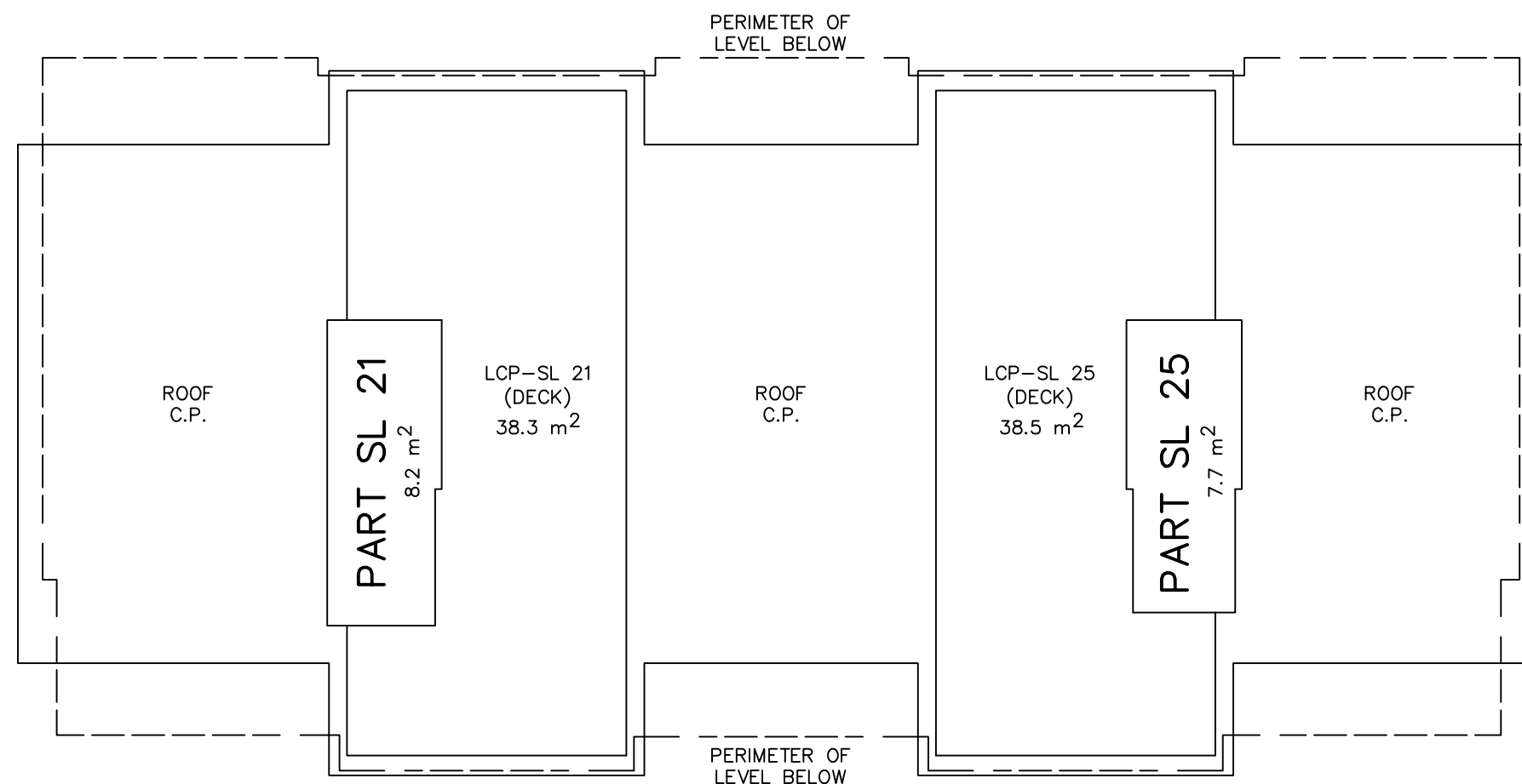
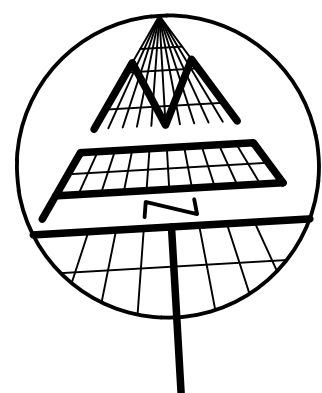
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FLOOR PLAN BUILDING 5 – ROOF LEVEL

STRATA PLAN EPS_____



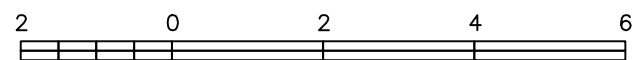
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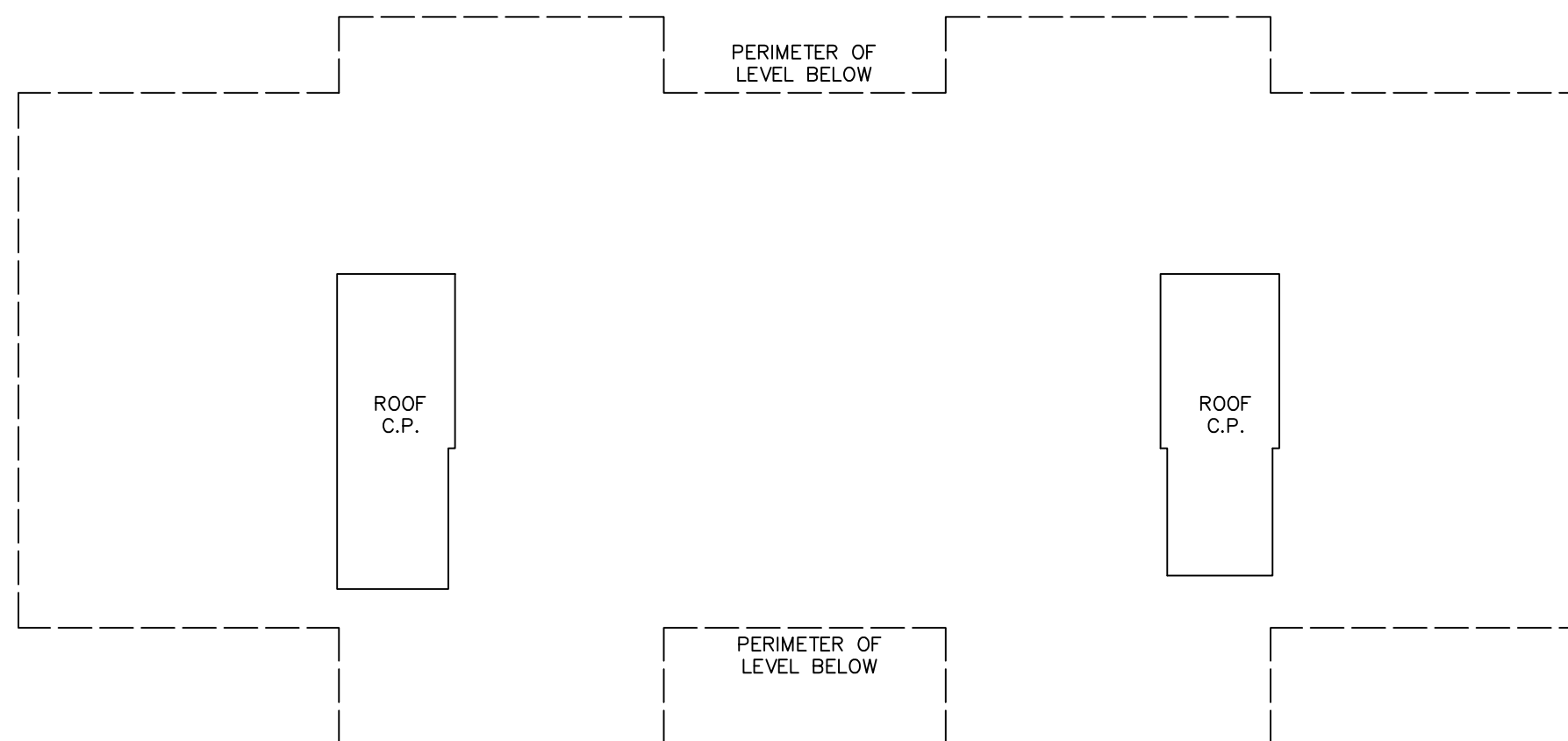
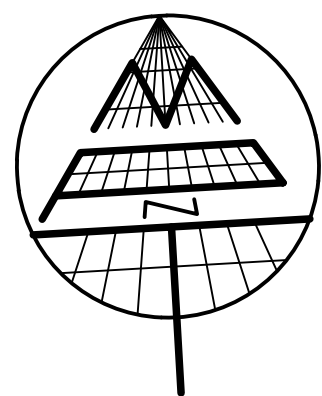
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FLOOR PLAN BUILDING 5 – ROOF

STRATA PLAN EPS_____



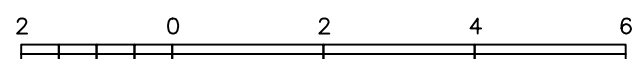
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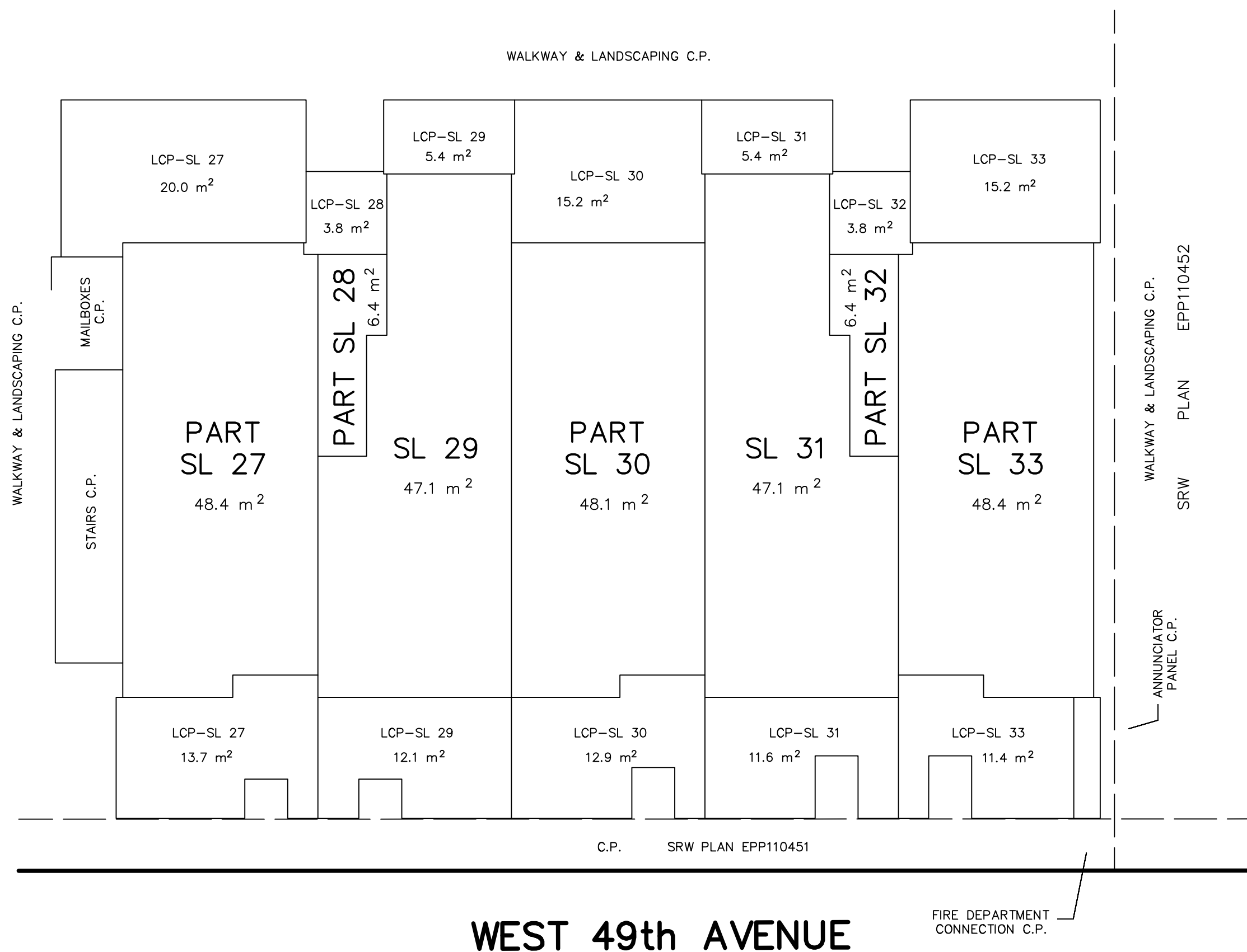
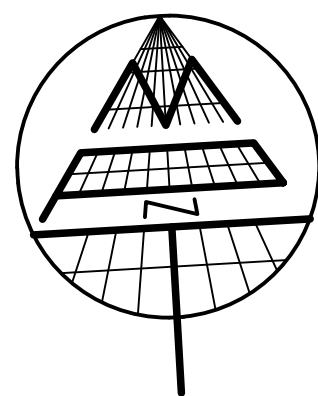
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FLOOR PLAN BUILDING 6 – GROUND LEVEL

STRATA PLAN EPS_____



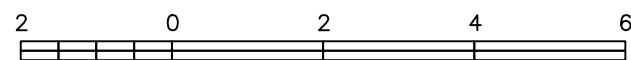
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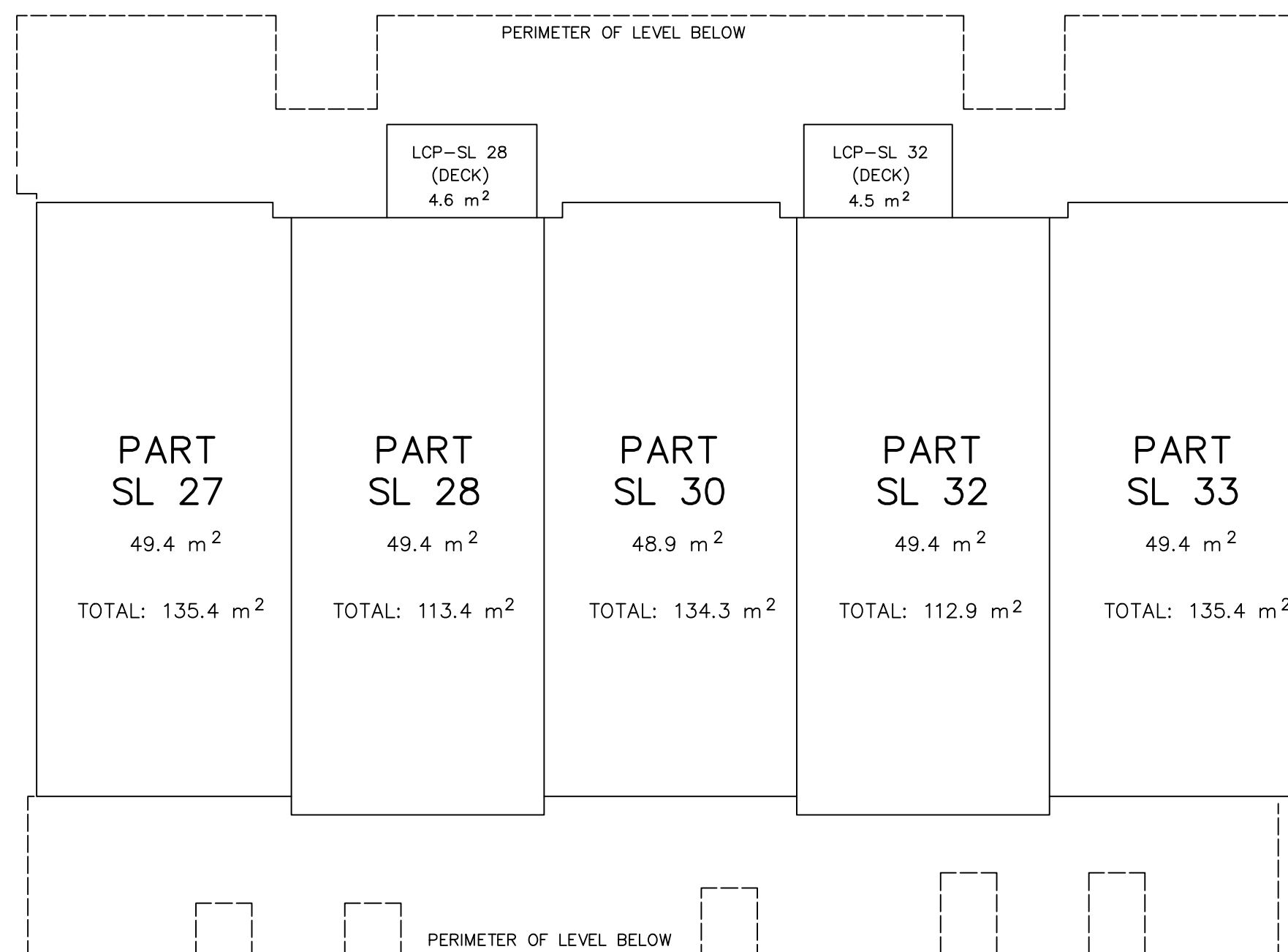
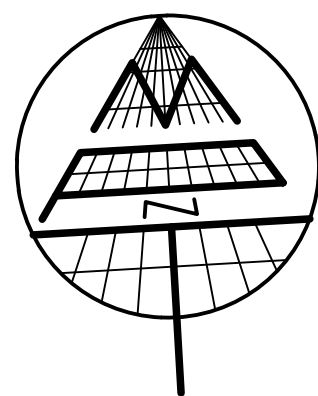
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FLOOR PLAN BUILDING 6 – LEVEL 2

STRATA PLAN EPS_____



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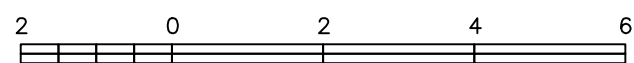


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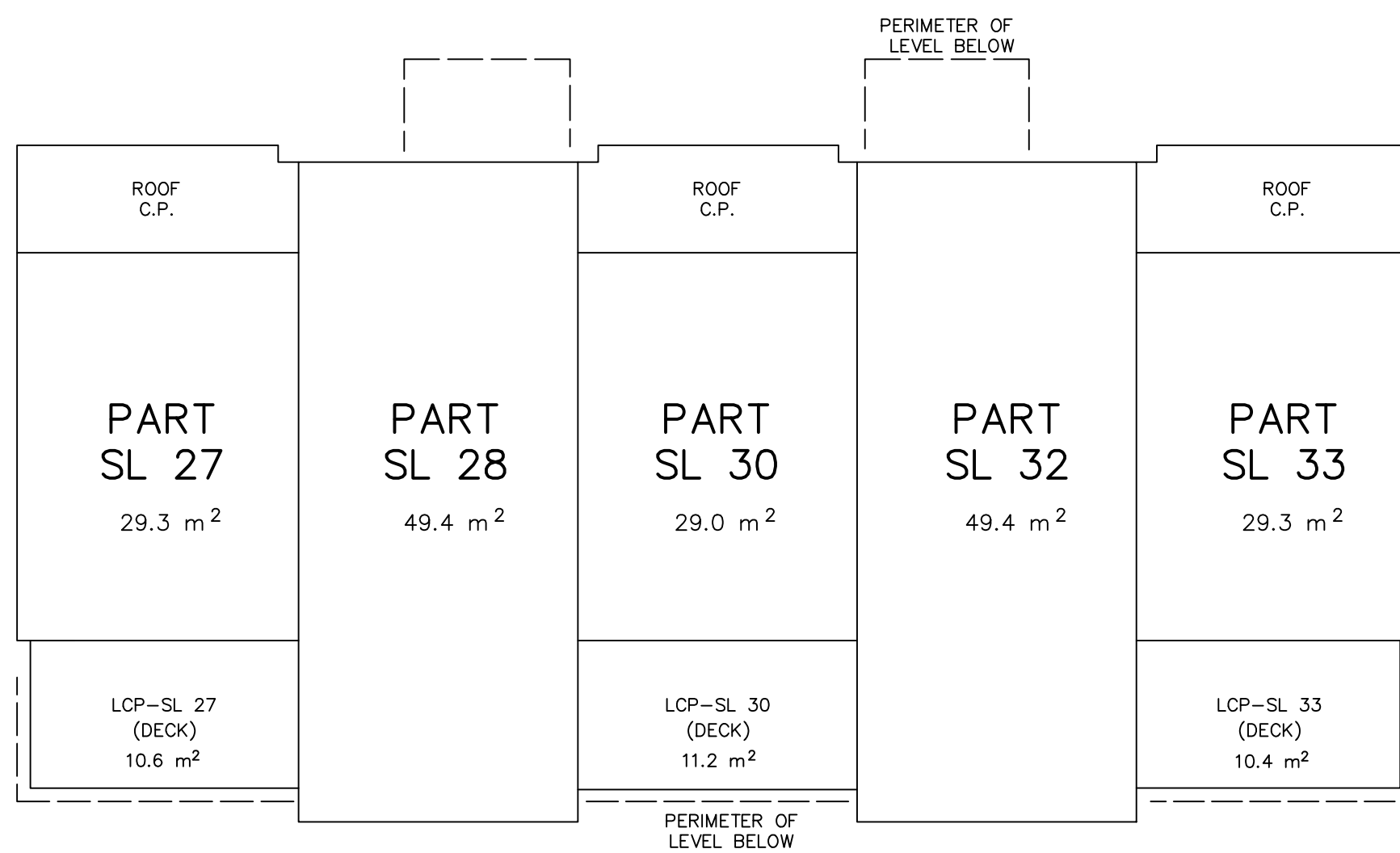
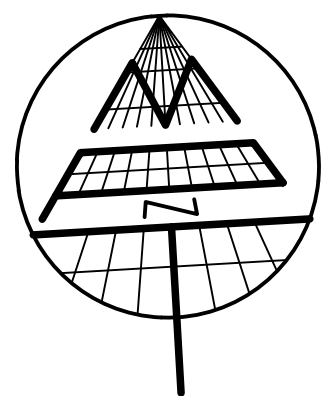
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FLOOR PLAN BUILDING 6 – LEVEL 3

STRATA PLAN EPS_____



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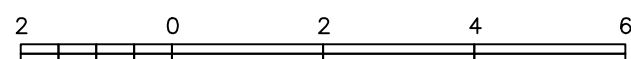


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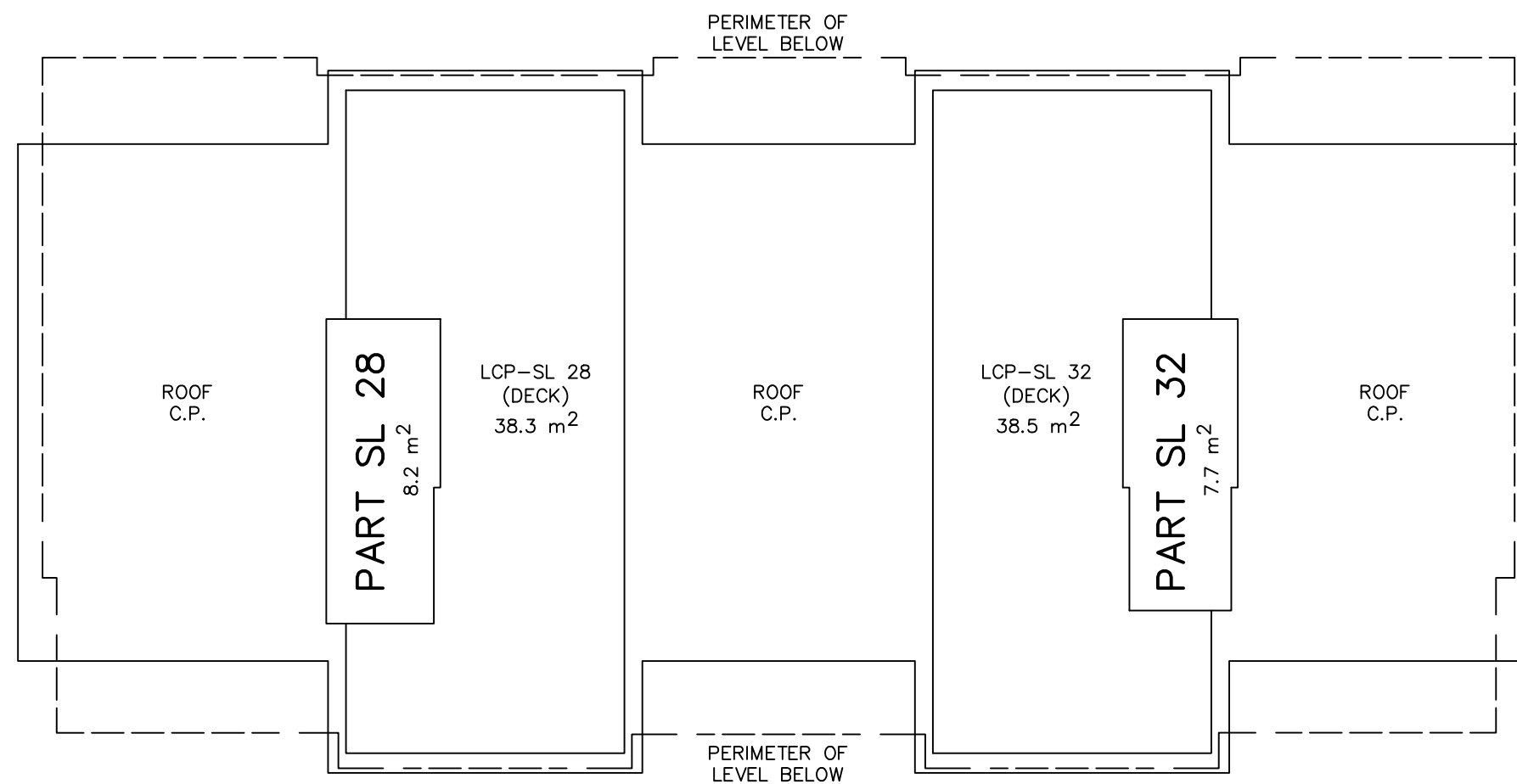
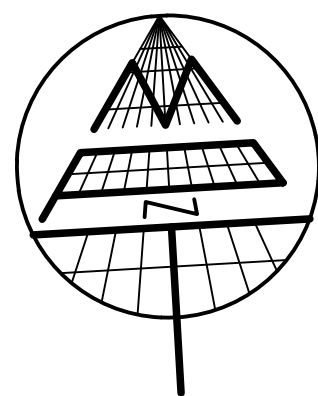
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FLOOR PLAN BUILDING 6 – ROOF LEVEL

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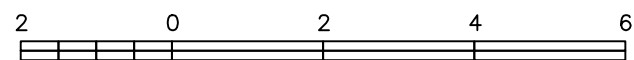
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V-22-18594-5-PRPSD STRATA-3

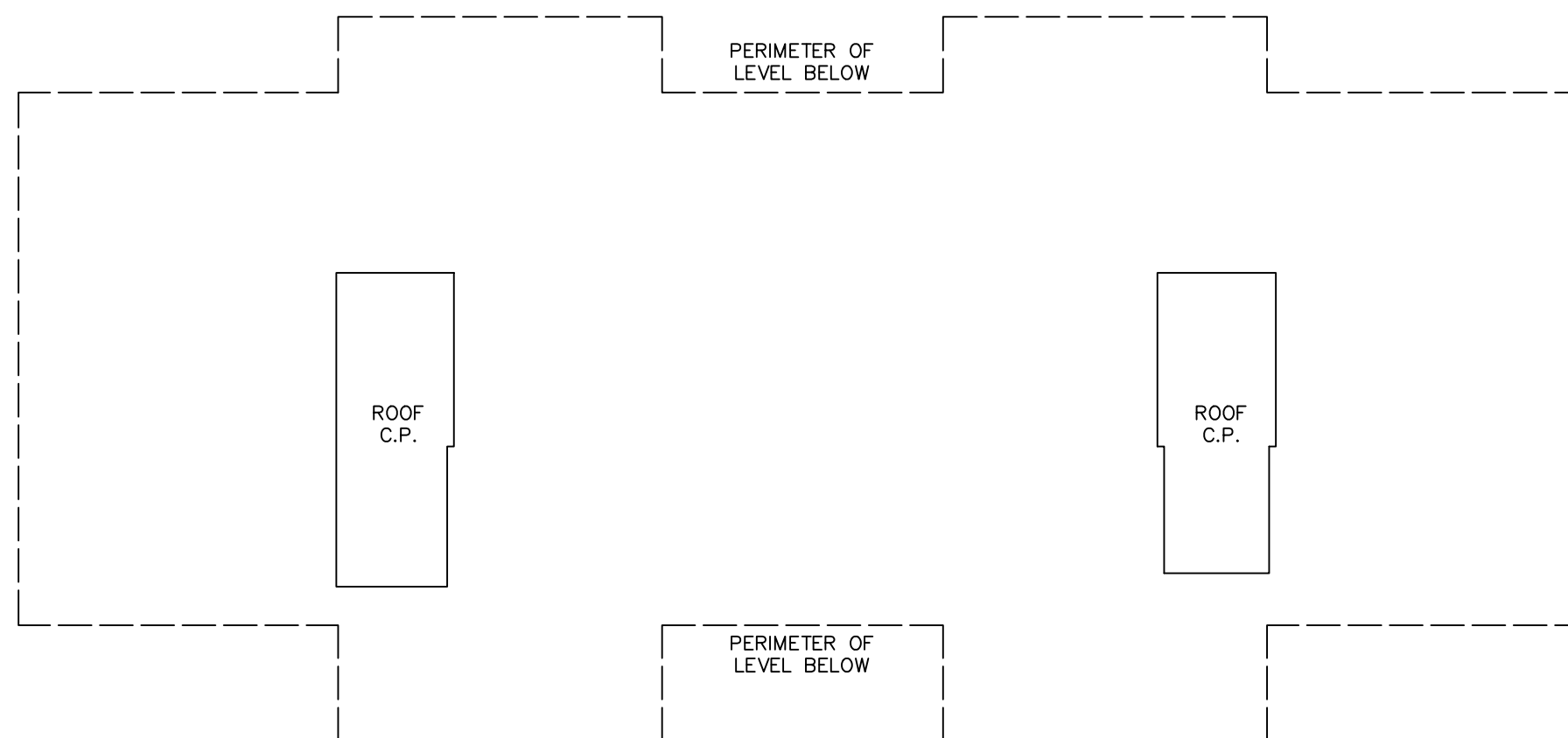
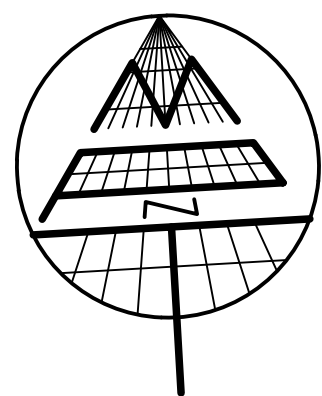
MAY 16, 2022

FLOOR PLAN BUILDING 6 – ROOF

STRATA PLAN EPS_____



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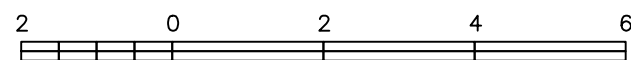


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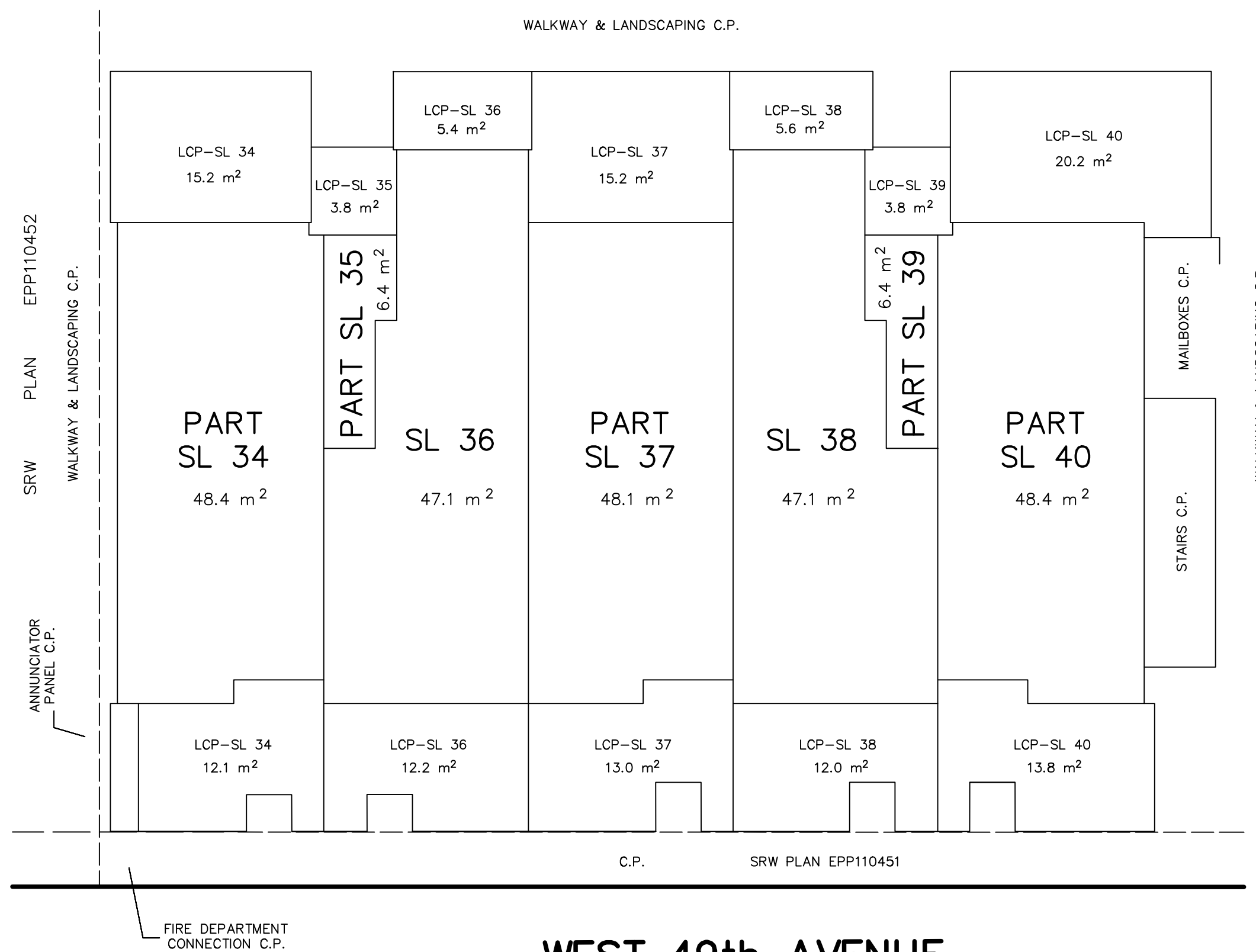
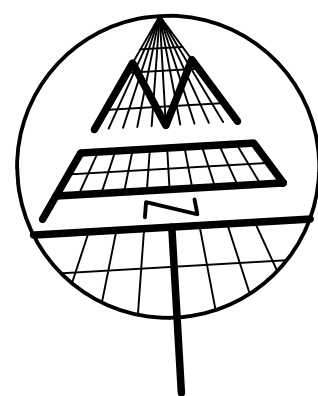
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FLOOR PLAN BUILDING 7 – GROUND LEVEL

STRATA PLAN EPS_____



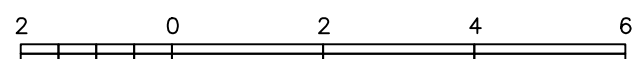
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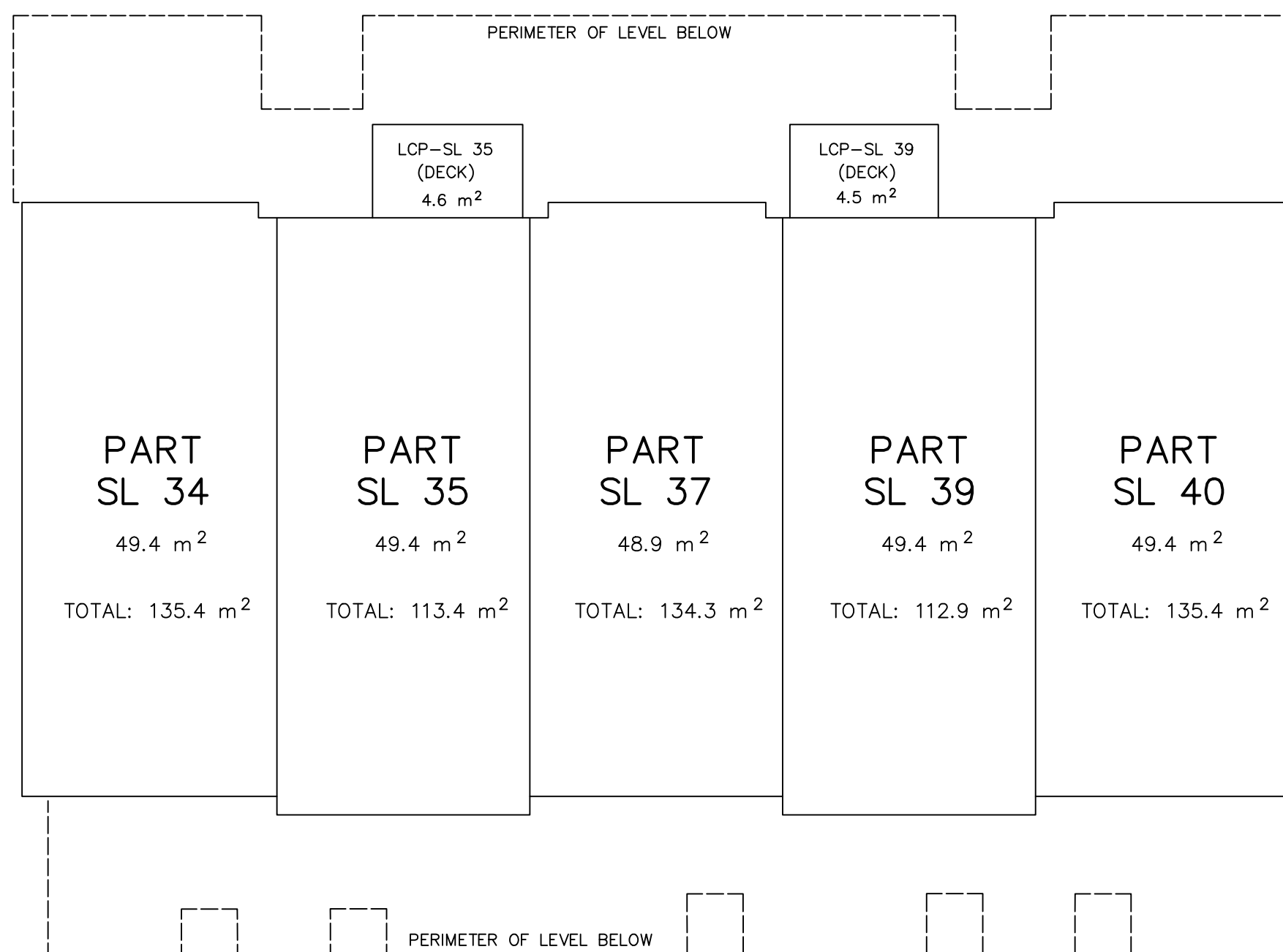
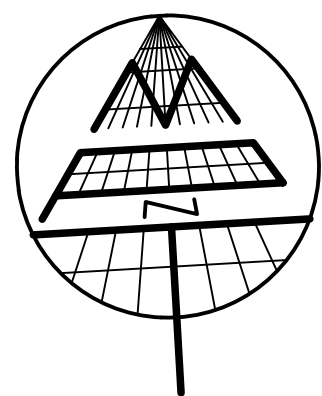
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FLOOR PLAN BUILDING 7 – LEVEL 2

STRATA PLAN EPS_____



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

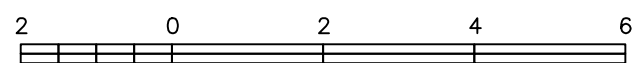


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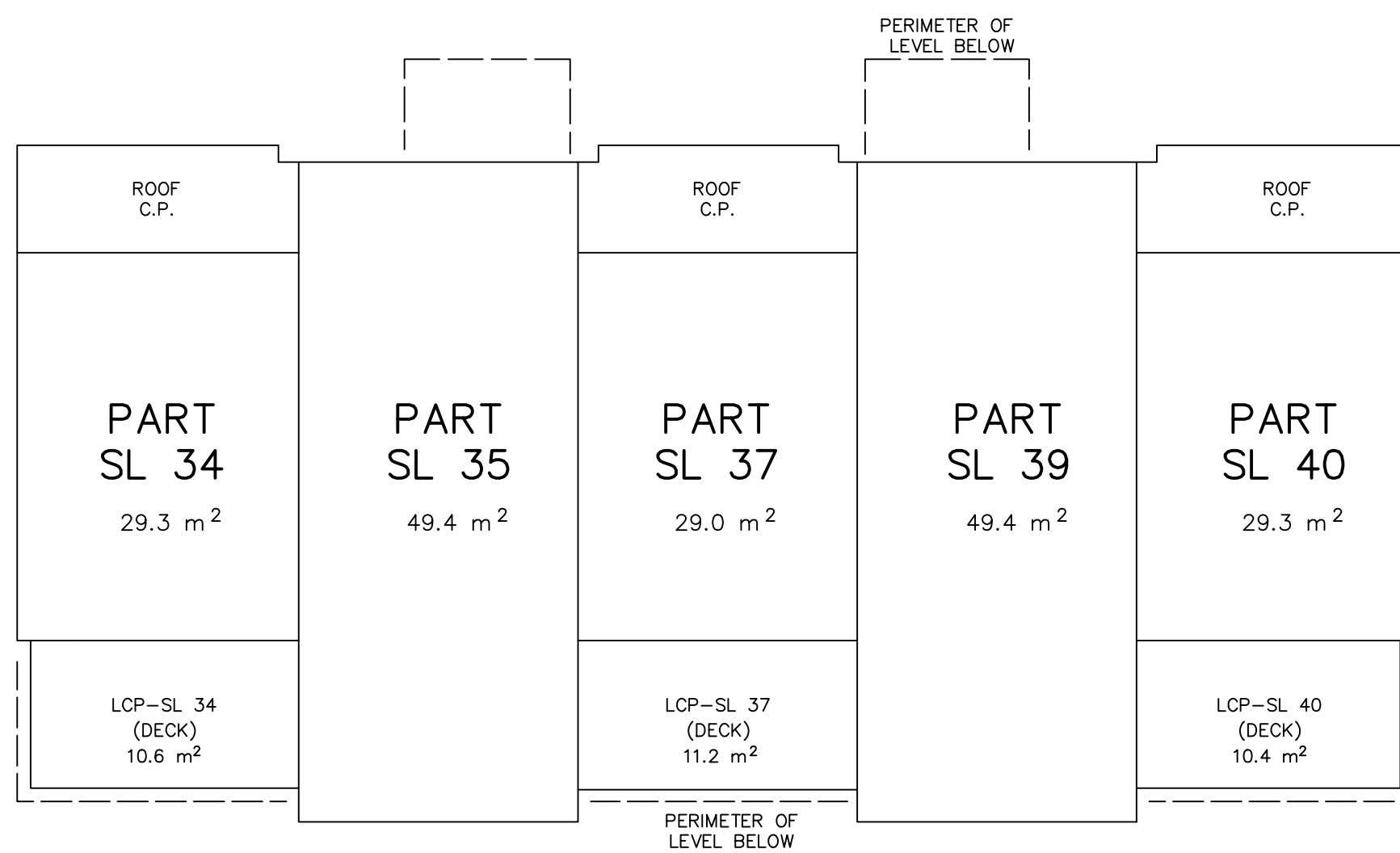
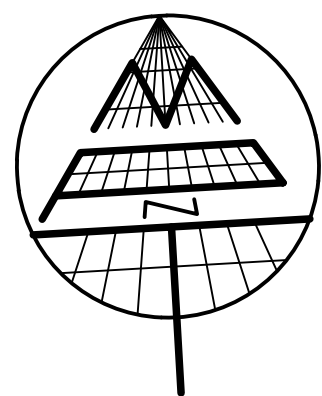
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FLOOR PLAN BUILDING 7 – LEVEL 3

STRATA PLAN EPS_____



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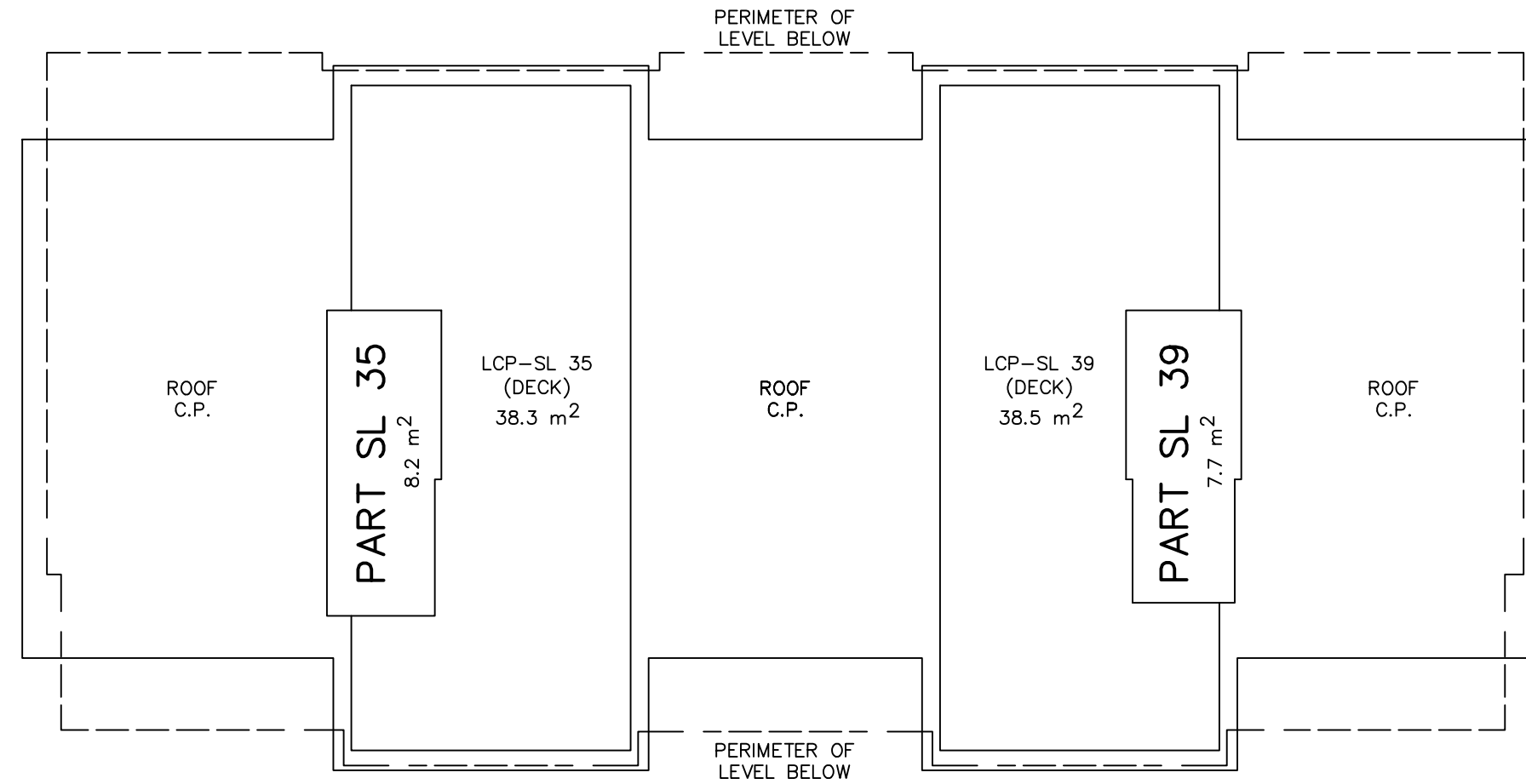
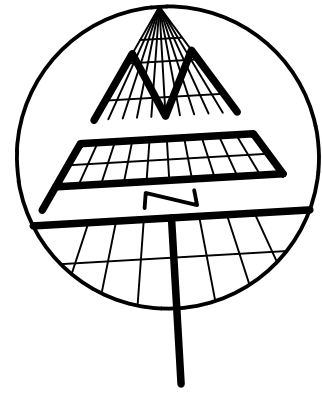
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 CADFILE: 18594-5-PROPOSED STRATA-3.DWG

FLOOR PLAN BUILDING 7 – ROOF LEVEL

STRATA PLAN EPS_____



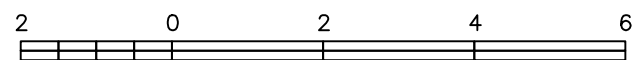
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 WHEN PLOTTED AT A SCALE OF 1:100



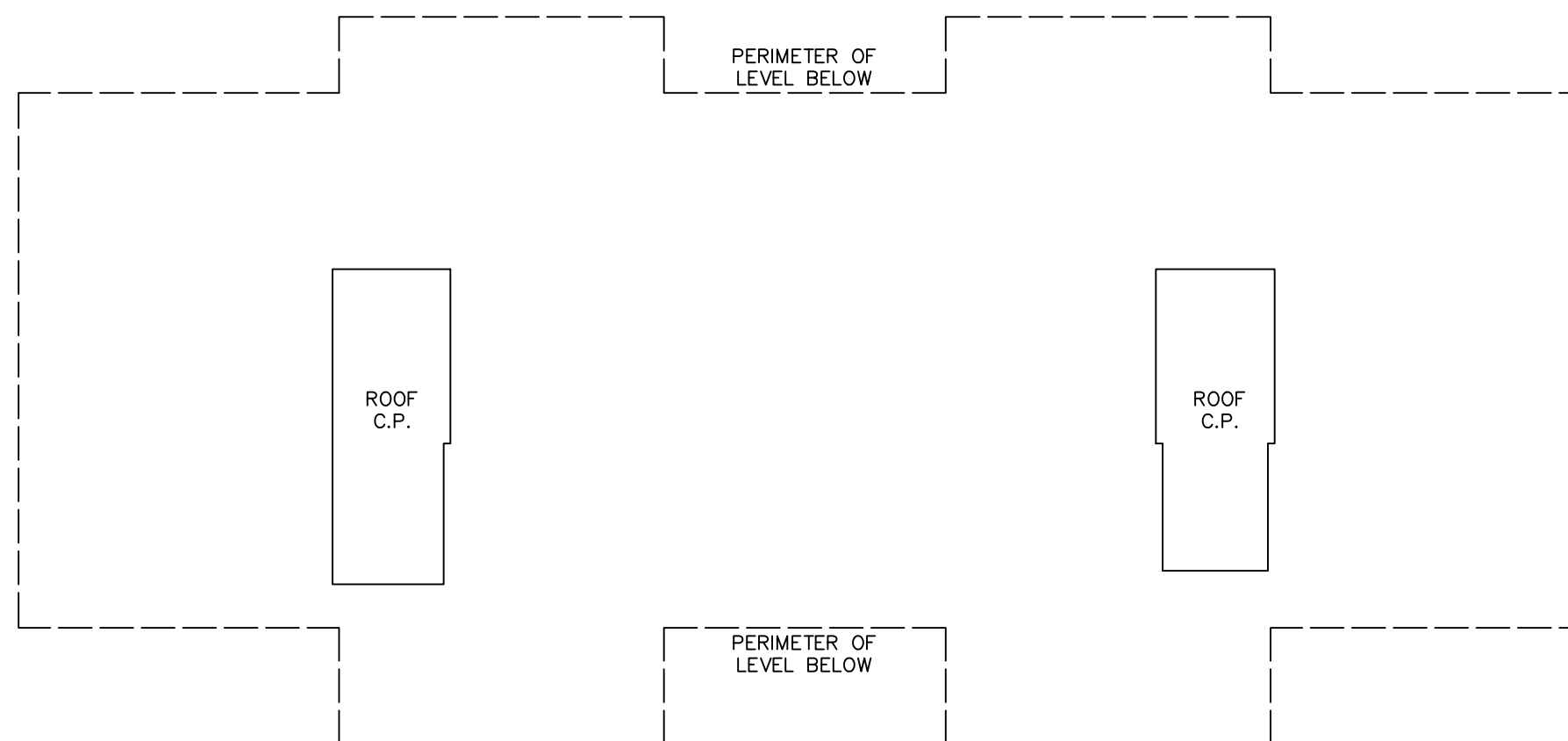
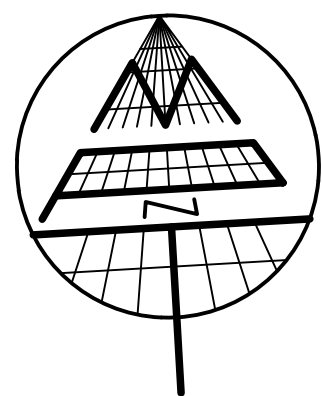
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 CADFILE: 18594-5-PROPOSED STRATA-3.DWG

FLOOR PLAN BUILDING 7 – ROOF

STRATA PLAN EPS_____



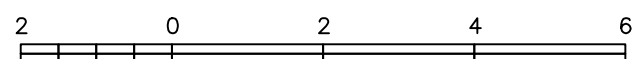
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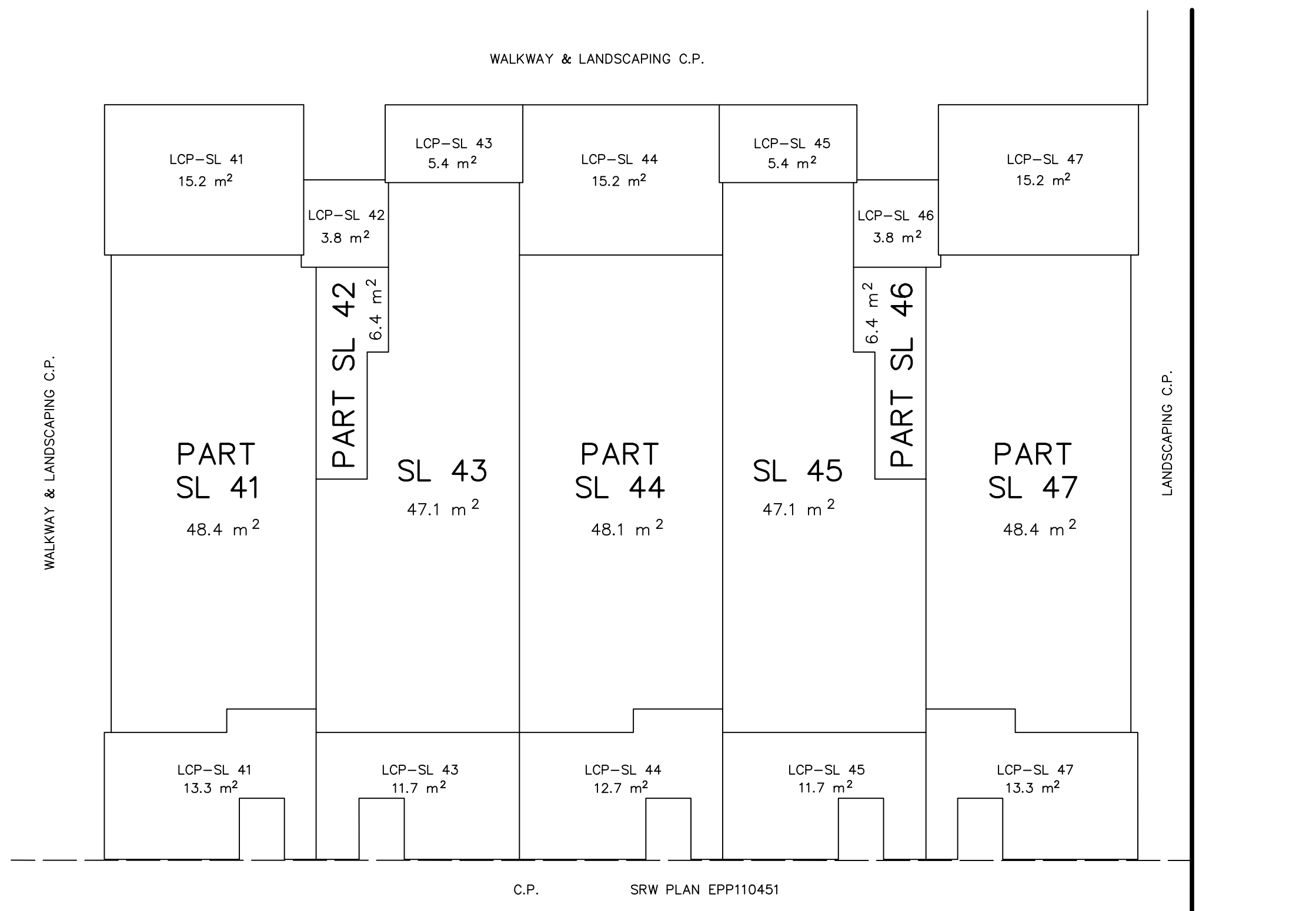
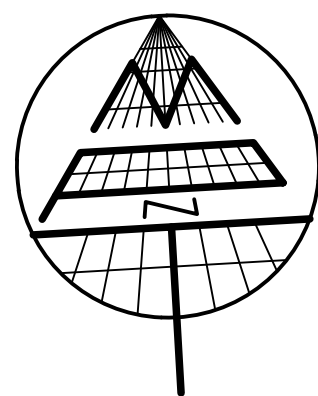
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 CADFILE: 18594-5-PROPOSED STRATA-3.DWG

FLOOR PLAN BUILDING 8 – GROUND LEVEL

STRATA PLAN EPS_____



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WHEN PLOTTED AT A SCALE OF 1:100

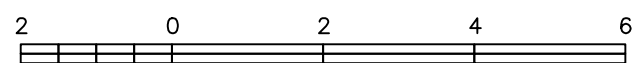


WEST 49th AVENUE

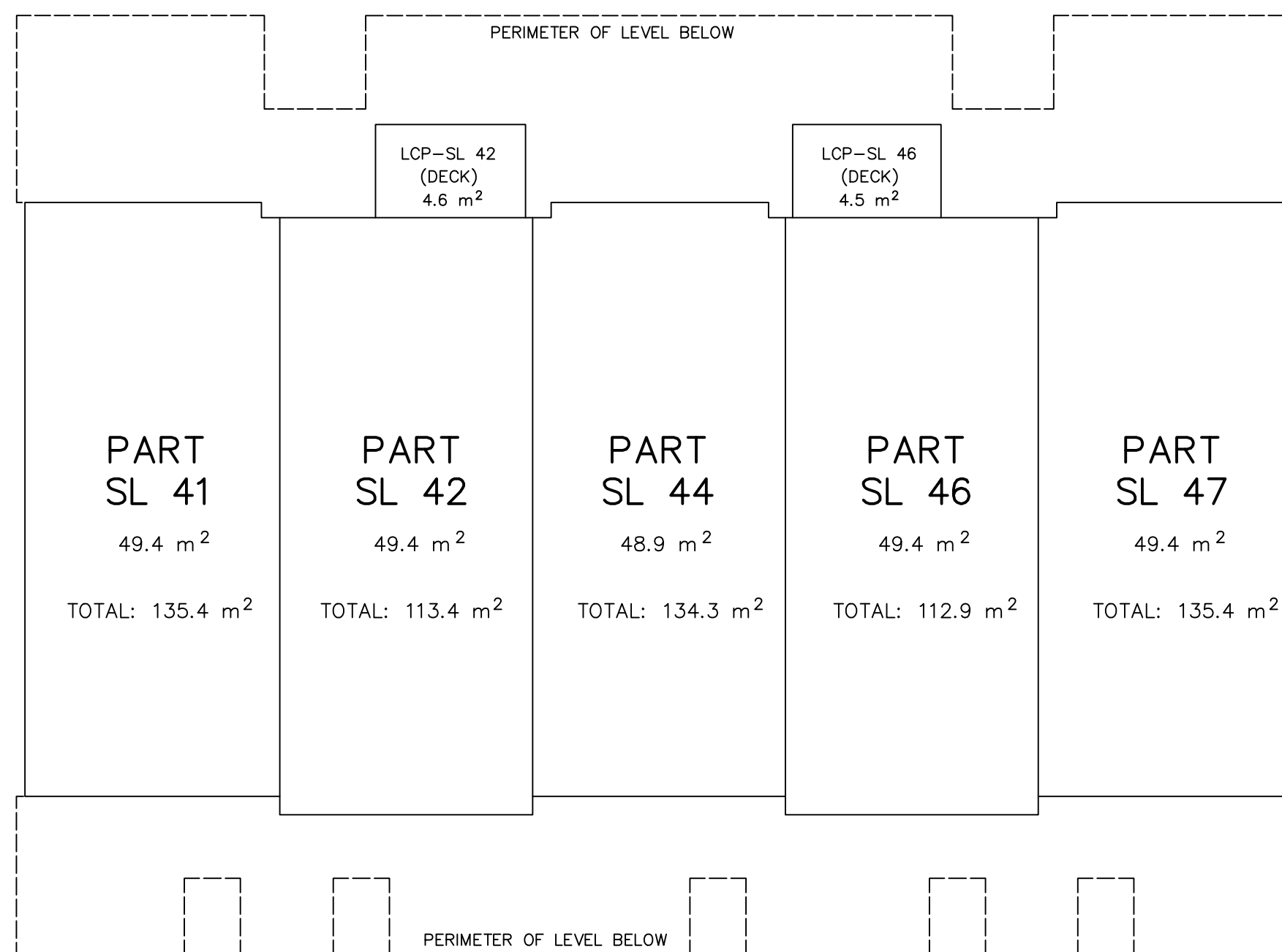
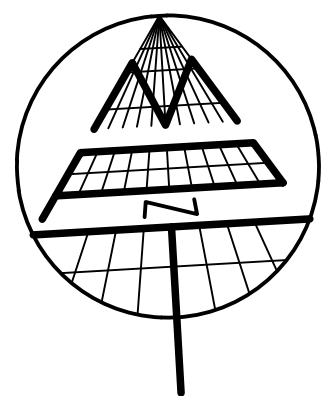
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 CADFILE: 18594-5-PROPOSED STRATA-3.DWG

FLOOR PLAN BUILDING 8 – LEVEL 2

STRATA PLAN EPS_____



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WHEN PLOTTED AT A SCALE OF 1:100

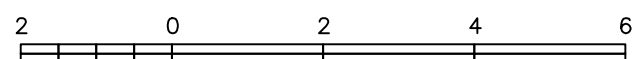


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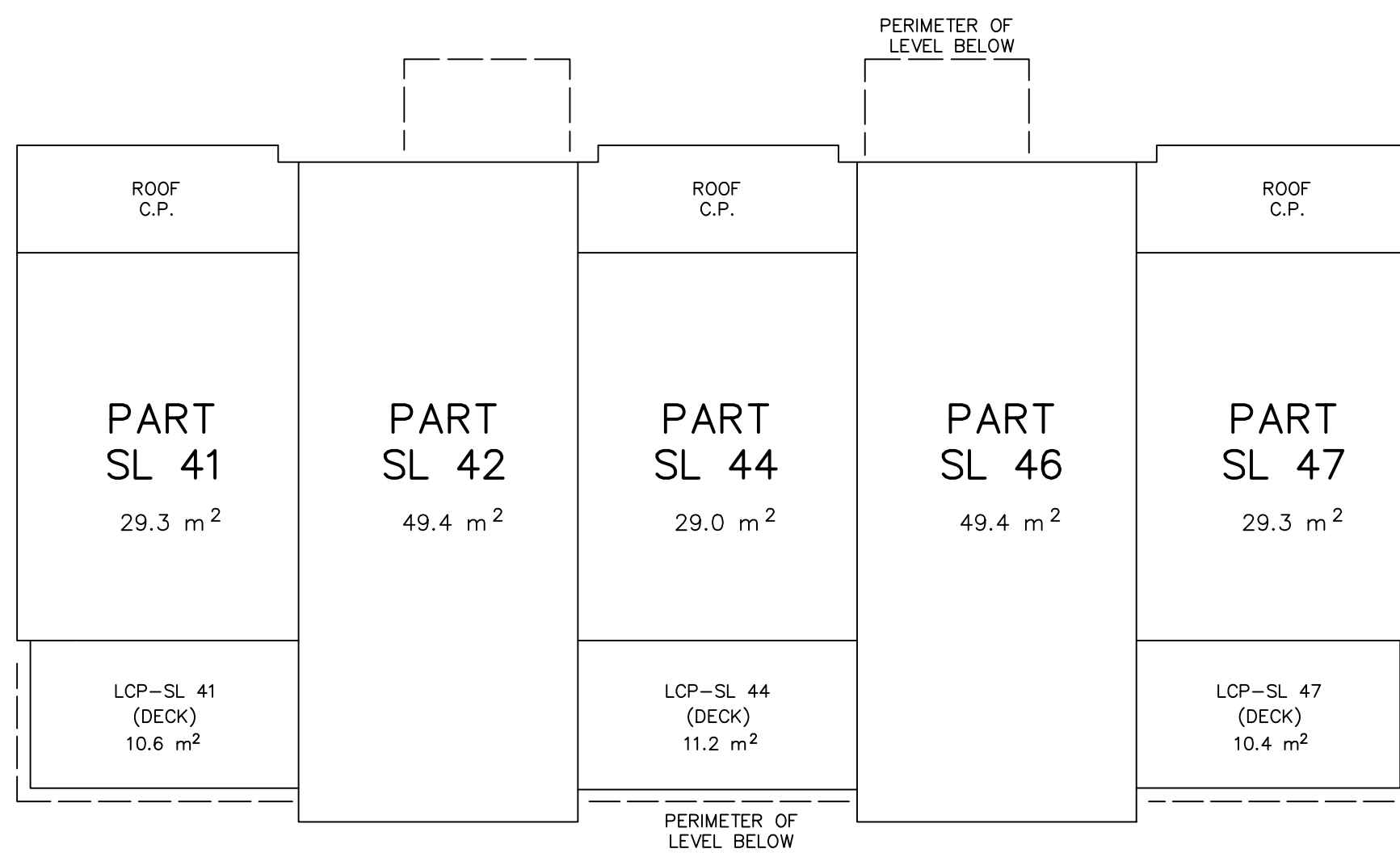
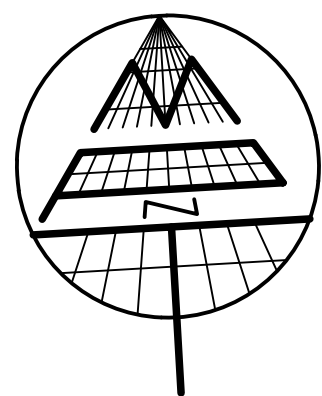
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PH: 604.270.9331 FAX: 604.270.4137
CADFILE: 18594-5-PROPOSED STRATA-3.DWG

FLOOR PLAN BUILDING 8 – LEVEL 3

STRATA PLAN EPS_____



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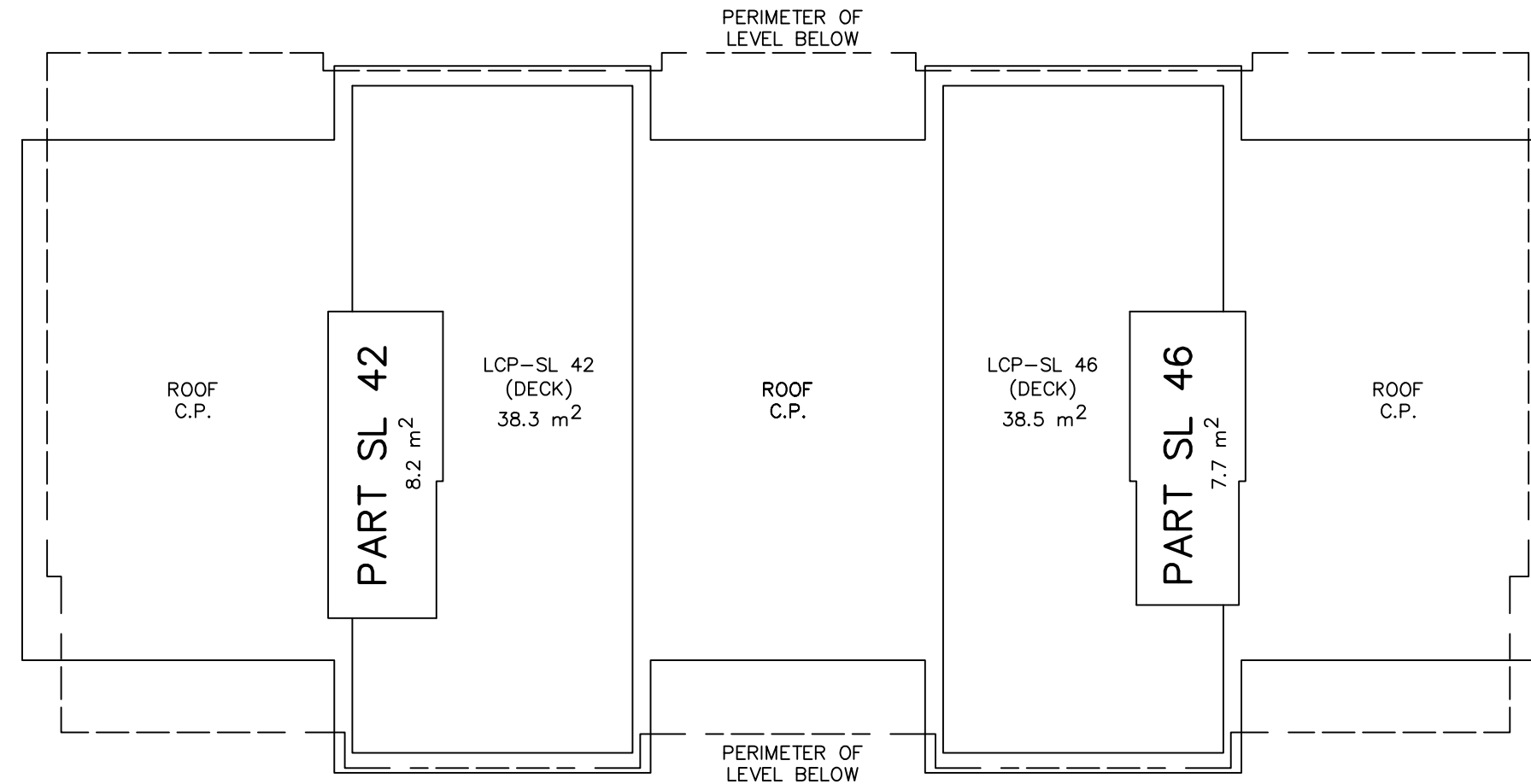
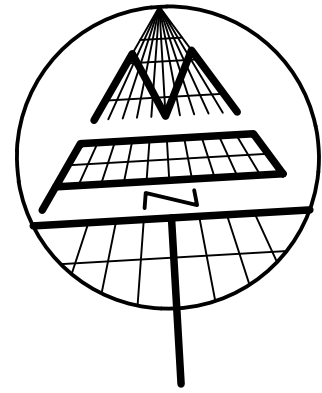
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CADFILE: 18594-5-PROPOSED STRATA-3.DWG

FLOOR PLAN BUILDING 8 – ROOF LEVEL

STRATA PLAN EPS_____



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



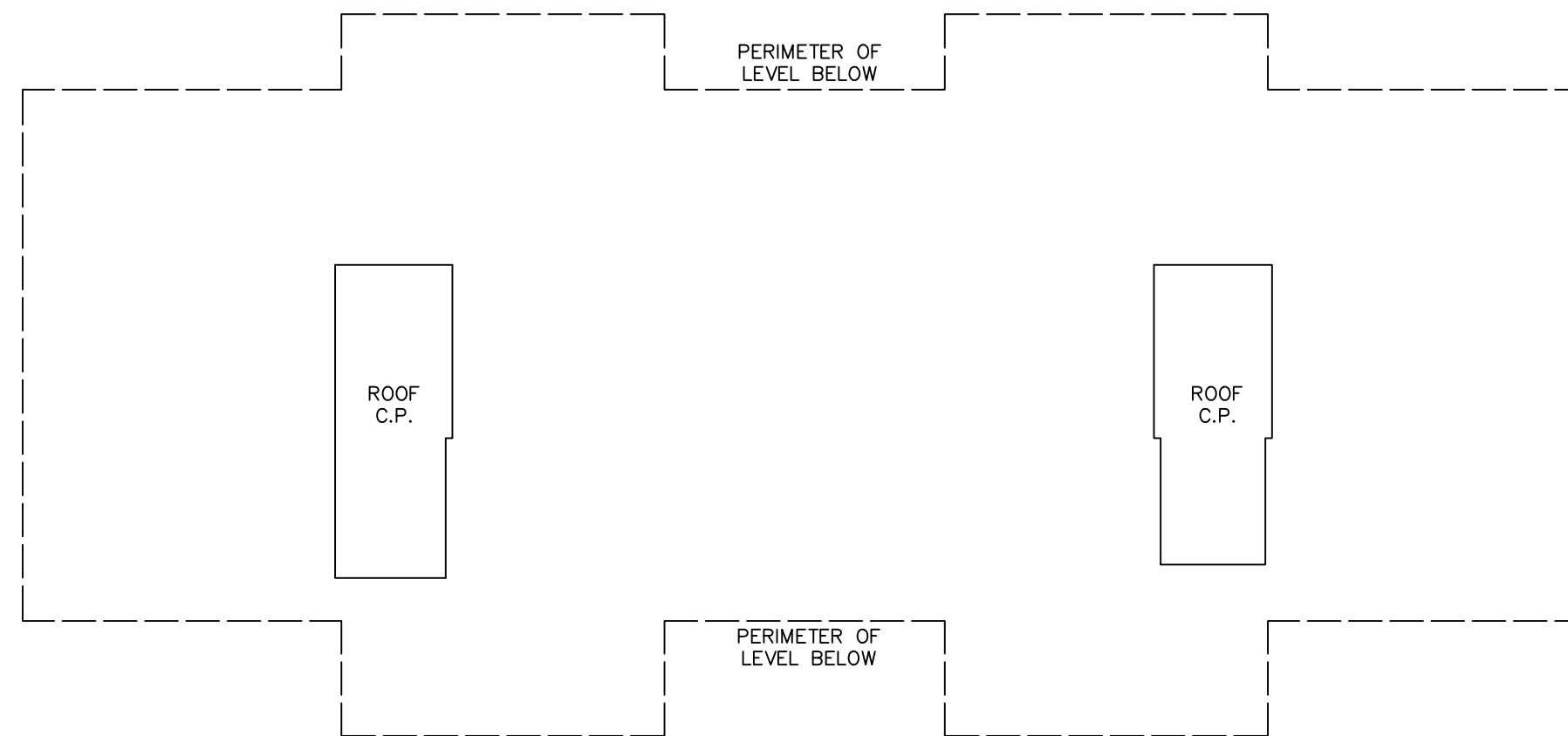
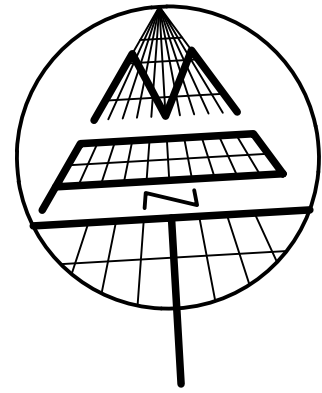
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FLOOR PLAN BUILDING 8 – ROOF LEVEL

STRATA PLAN EPS_____



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EXHIBIT B
PROPOSED FORM V – SCHEDULE OF UNIT ENTITLEMENT

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

(Section 245 (a), 246, 264)

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

P.I.D. 031-432-000

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

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

Certificate of British Columbia Land Surveyor

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

Date: (month, day, year).

.....
Signature

OR

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

OR

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

.....
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement
1	2,4,5,6	142.7	143	2.56%
2	2,4,5,6	143.4	143	2.56%
3	2,4,5,6	143.4	143	2.56%
4	2,4,5,6	143.4	143	2.56%
5	2,4,5,6	142.7	143	2.56%
6	2,8,9,10	142.7	143	2.56%
7	2,8,9,10	143.4	143	2.56%
8	2,8,9,10	143.4	143	2.56%
9	2,8,9,10	143.4	143	2.56%
10	2,8,9,10	142.7	143	2.56%
11	2,12,13,14	142.7	143	2.56%
12	2,12,13,14	143.4	143	2.56%
13	2,12,13,14	143.4	143	2.56%
14	2,12,13,14	143.4	143	2.56%
15	2,12,13,14	142.7	143	2.56%
16	2,16,17,18	142.7	143	2.56%
17	2,16,17,18	143.4	143	2.56%
18	2,16,17,18	143.5	144	2.58%
19	2,16,17,18	114.7	115	2.06%
20	2,20,21,22	135.4	135	2.42%
21	20,21,22,23	113.4	113	2.02%
22	20	47.1	47	0.84%
23	2,20,21,22	134.3	134	2.40%
24	20	47.1	47	0.84%
25	20,21,22,23	112.9	113	2.02%
26	2,20,21,22	135.4	135	2.42%
27	2,25,26,27	135.4	135	2.42%
28	25,26,27,28	113.4	113	2.02%
29	25	47.1	47	0.84%
30	2,25,26,27	134.3	134	2.40%
31	25	47.1	47	0.84%
32	25,26,27,28	112.9	113	2.02%
33	2,25,26,27	135.4	135	2.42%
34	2,30,31,32	135.4	135	2.42%
35	30,31,32,33	113.4	113	2.02%
36	30	47.1	47	0.84%
37	2,30,31,32	134.3	134	2.40%
38	30	47.1	47	0.84%
39	30,31,32,33	112.9	113	2.02%
40	2,30,31,32	135.4	135	2.42%

Strata Lot No.	Sheet No.	Habitable Area in m²	Unit Entitlement	%* of Total Unit Entitlement
41	2,35,36,37	135.4	135	2.42%
42	35,36,37,38	113.4	113	2.02%
43	35	47.1	47	0.84%
44	2,35,36,37	134.3	134	2.40%
45	35	47.1	47	0.84%
46	35,36,37,38	112.9	113	2.02%
47	2,35,36,37	135.4	135	2.42%
Total number of strata lots: 47			Total Unit Entitlement: 5586	

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

Date: (month, day, year)

.....
Signature of Owner Developer

EXHIBIT D
ESTIMATED MONTHLY ASSESSMENTS PER STRATA LOT

INTERIM STRATA FEES STRATA PLANS EPS___

Unit	SL	U.E.	Operating Contribution	Contingency Contribution	Type Contribution ¹	Total Strata Fees
175	1	143	\$547.79	\$27.71		\$575.50
174	2	143	\$547.79	\$27.71		\$575.50
173	3	143	\$547.79	\$27.71		\$575.50
172	4	143	\$547.79	\$27.71		\$575.50
171	5	143	\$547.79	\$27.71		\$575.50
165	6	143	\$547.79	\$27.71		\$575.50
164	7	143	\$547.79	\$27.71		\$575.50
163	8	143	\$547.79	\$27.71		\$575.50
162	9	143	\$547.79	\$27.71		\$575.50
161	10	143	\$547.79	\$27.71		\$575.50
135	11	143	\$547.79	\$27.71		\$575.50
134	12	143	\$547.79	\$27.71		\$575.50
133	13	143	\$547.79	\$27.71		\$575.50
132	14	143	\$547.79	\$27.71		\$575.50
131	15	143	\$547.79	\$27.71		\$575.50
124	16	143	\$547.79	\$27.71		\$575.50
123	17	143	\$547.79	\$27.71		\$575.50
122	18	144	\$551.62	\$27.90		\$579.52
121	19	115	\$440.53	\$22.28		\$462.81
185	20	135	\$517.15	\$26.16	\$11.65	\$554.96
186	21	113	\$432.87	\$21.90	\$9.75	\$464.52
184	22	47	\$180.04	\$9.11	\$4.06	\$193.21
183	23	134	\$513.31	\$25.97	\$11.57	\$550.85
182	24	47	\$180.04	\$9.11	\$4.06	\$193.21
187	25	113	\$432.87	\$21.90	\$9.75	\$464.52
181	26	135	\$517.15	\$26.16	\$11.65	\$554.96
155	27	135	\$517.15	\$26.16	\$11.65	\$554.96
156	28	113	\$432.87	\$21.90	\$9.75	\$464.52
154	29	47	\$180.04	\$9.11	\$4.06	\$193.21
153	30	134	\$513.31	\$25.97	\$11.57	\$550.85
152	31	47	\$180.04	\$9.11	\$4.06	\$193.21
157	32	113	\$432.87	\$21.90	\$9.75	\$464.52
151	33	135	\$517.15	\$26.16	\$11.65	\$554.96
145	34	135	\$517.15	\$26.16	\$11.65	\$554.96
146	35	113	\$432.87	\$21.90	\$9.75	\$464.52
144	36	47	\$180.04	\$9.11	\$4.06	\$193.21
143	37	134	\$513.31	\$25.97	\$11.57	\$550.85
142	38	47	\$180.04	\$9.11	\$4.06	\$193.21
147	39	113	\$432.87	\$21.90	\$9.75	\$464.52
141	40	135	\$517.15	\$26.16	\$11.65	\$554.96
115	41	135	\$517.15	\$26.16	\$11.65	\$554.96
116	42	113	\$432.87	\$21.90	\$9.75	\$464.52
114	43	47	\$180.04	\$9.11	\$4.06	\$193.21
113	44	134	\$513.31	\$25.97	\$11.57	\$550.85
112	45	47	\$180.04	\$9.11	\$4.06	\$193.21
117	46	113	\$432.87	\$21.90	\$9.75	\$464.52
111	47	135	\$517.15	\$26.16	\$11.65	\$554.96
Total UE		5,586	\$21,398.30	\$1,082.49	\$249.96	\$22,730.75
Total Annual			\$256,780	\$12,989	\$3,000	\$272,769

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

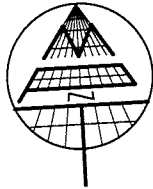
**SCHEDULE A TO EXHIBIT F
PROPOSED FORM OF PARKING AND BICYCLE/STORAGE LEASE**

PARKADE

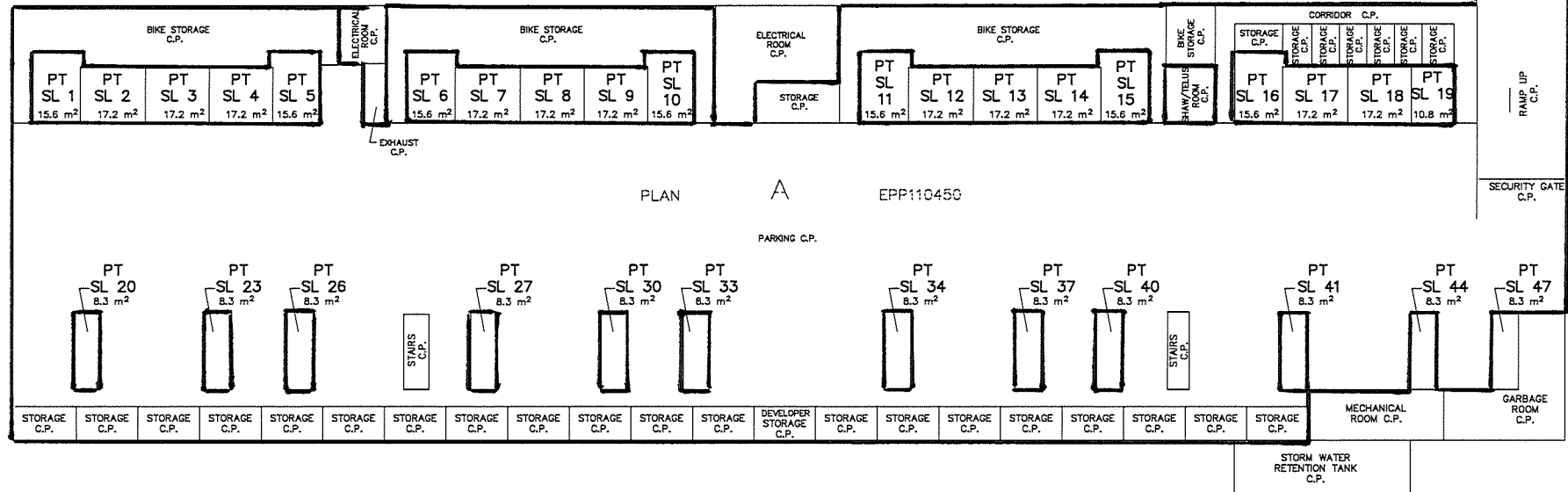
STRATA PLAN EPS



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LANE



WEST 49th AVENUE

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RICHMOND, B.C., V7A 5H7
PH: 604.270.9331 FAX: 604.270.4137
CADFILE: 18594-5-PROPOSED STRATA-3.DWG

V-22-18594-5-PRPSD STRATA-3

MAY 16, 2022

EXHIBIT I
PROPOSED FORM OF CONTRACT OF PURCHASE AND SALE

ROWE

SUITE # _____

SL # _____

Date: _____, 20____

OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE PART 1

1. Seller:

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

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

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

Full Name: _____

Full Name: _____

Occupation: _____

Occupation: _____

Address: _____

Address: _____

City: _____

City: _____

Province: _____

Province: _____

Postal Code: _____

Postal Code: _____

Tel: _____ Bus: _____

Tel: _____ Bus: _____

E-Mail: _____

E-Mail: _____

Canadian Citizen/Permanent Resident:

Canadian Citizen/Permanent Resident:

Yes / No _____
(Country of Citizenship/Residency)

Yes / No _____
(Country of Citizenship/Residency)

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

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

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

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

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

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

Suite # _____, 755 West 49th Avenue, Vancouver, British Columbia, or

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

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

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

7. Purchase Price and Deposits:

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

The Purchase Price is payable as follows:

- an initial deposit of **Twenty Thousand Dollars (\$20,000.00)**, by way of certified cheque, due upon presentation of this offer by the Buyer to the Seller, increased to 10% of the Purchase Price (collectively, the “**Initial Deposit**”) on or before the date that is seven (7) days after this Agreement is executed by the Seller and the Buyer, which increase must be made by way of certified cheque; \$ _____
- a further deposit (the “**Second Deposit**”) of 5% of the Purchase Price, by way of certified cheque, due on or before the date that is 180 days after this Agreement is executed by the Seller and the Buyer; \$ _____
- the balance of the Purchase Price, subject to adjustments described herein (the “**Balance**”), due on the Completion Date (as hereinafter defined). \$ _____

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

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

9. Bicycle/Storage Lockers and Storage Rooms: The Purchase Price also includes the exclusive use of one (1) “large” bicycle/storage locker (which for greater certainty will consist of two adjacent Class A bicycle lockers combined into a single locker) in the Development in a location designated by the Seller to be allocated in the

manner described in the Disclosure Statement. The Buyer acknowledges and agrees that it will not be entitled to the exclusive right to use any additional bicycle/storage locker(s) (which for greater certainty may be of varying sizes) or any storage room(s) in the Development, unless the Buyer and the Seller enter into an addendum to this Agreement setting out such right. The Seller reserves the right to allocate any particular bicycle/storage locker(s) and/or storage room(s) to the Buyer in its sole discretion without consultation with the Buyer. The Buyer acknowledges and accepts that the bicycle/storage locker(s) and storage room(s), if any, assigned to the Buyer whether pursuant to this Agreement or pursuant to such addendum will be subject to section 3.3 of Part 2 of this Agreement and to the restrictions and limitations set out in the Disclosure Statement.

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

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

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

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

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

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

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

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

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

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

SUITE # _____ SL # _____

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

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

[Remainder of this page intentionally left blank]

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

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

THE BUYER HAS EXECUTED THIS AGREEMENT on _____, 20_____.

Buyer

Buyer

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

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

By: _____
Authorized Signatory

SELLER'S ACKNOWLEDGEMENT OF RECEIPT OF DEPOSIT

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

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

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

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

Buyer

Buyer

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

The Seller and the Buyer hereby agree as follows:

ARTICLE 1 - PURCHASE PRICE, DEPOSIT AND PAYMENT

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

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

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

- (a) if the Buyer completes the purchase of the Strata Lot in accordance with the terms and conditions of this Agreement, then the Deposit (for greater certainty, not including any interest earned thereon) will form part of and be applied to the Purchase Price and be paid by the Seller's Solicitors to the Seller upon the completion of the purchase and sale of the Strata Lot, and any interest earned thereon (less the Seller's Solicitors' administration fee) will be paid by the Seller's Solicitors to the Seller;
- (b) if the Buyer does not give proper notice to the Seller pursuant to and in accordance with section 2.2 or section 3.2 hereof and the Buyer fails to complete the purchase of the Strata Lot in accordance with the terms and conditions of this Agreement, then the Deposit, together with any interest accrued thereon (less the Seller's Solicitors' administration fee), will be paid by the Seller's Solicitors to the Seller forthwith, without prejudice to any other right or remedy of the Seller, and the Buyer hereby irrevocably authorizes and directs the Seller's Solicitors to deal with the Deposit and any interest thereon as aforesaid forthwith upon written demand by the Seller;
- (c) if the Buyer does not give notice pursuant to and in accordance with section 2.2 or section 3.2 hereof and the Seller fails to complete the sale of the Strata Lot in default of its obligations hereunder, then the Deposit, excluding interest earned thereon, will be repaid by the Seller's Solicitors to the Buyer as liquidated damages as the Buyer's sole and exclusive remedy, and the repayment of such amount to the Buyer will be the limit of the Seller's liability in connection therewith and is deemed to be adequate and complete compensation for any and all damages the Buyer may suffer in connection therewith. The Buyer will have no further claims whatsoever against the Seller and the Buyer releases and discharges the Seller from any and all claims beyond the amount of the Deposit. The Seller will not be liable for any damages or costs whatsoever beyond the amount of the Deposit which may be incurred by the Buyer resulting from any such default by the Seller including, without limiting the generality of the foregoing, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship or any other damages or costs incurred by the Buyer, directly or indirectly, as a result of the Seller's default; or
- (d) the Deposit, excluding interest earned thereon, will be paid by the Seller's Solicitors to the Buyer and the Buyer will have no further claim against the Seller at law or in equity, in each of the following circumstances:
 - (i) if the Seller gives notice to the Buyer, or if the Buyer gives notice to the Seller, pursuant to and in accordance with section 2.2 hereof;

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

1.3 Dealing with Deposit. The Seller and the Buyer hereby irrevocably authorize the Seller's Solicitors:

- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof, notwithstanding the provisions of section 18 of the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**"); and
- (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Seller's Solicitors with respect to the Deposit.

1.4 Section 18(4) of REDMA. For the purposes of section 18(4) of REDMA, and without limiting anything else contained herein, if the Buyer fails to pay a subsequent portion of the Deposit or the balance of the Purchase Price when required, the Seller may elect to terminate this Agreement and, if the Seller elects to terminate this Agreement, the amount of the Deposit and accrued interest is forfeited to the Seller. The Buyer further acknowledges and agrees that the Seller's Solicitors is entitled to rely on the Seller's written certification that the Buyer has failed to pay a subsequent portion of the Deposit or the balance of the Purchase Price when required and the Seller's Solicitors may pay the Deposit and accrued interest to the Seller under this section 1.4 notwithstanding the Seller's knowledge of any adverse claim to the Deposit and/or accrued interest including a claim by the Buyer.

1.5 Deposit Protection Contract under REDMA.

- (a) The Buyer acknowledges that, under section 19 of REDMA, a developer who desires to use for the developer's own purposes a deposit the developer has placed with a trustee under section 18 of REDMA may, by entering into a deposit protection contract with an insurer in relation to that deposit and giving notice of the deposit protection contract to the Buyer in accordance with REDMA, obtain the deposit from that trustee and use that deposit for the developer's own purposes.
- (b) Notwithstanding sections 1.1 and 1.2 hereof, in the event the Seller enters into a deposit protection contract (as defined in REDMA) (the "**Deposit Protection Contract**") with an insurer with respect to the Deposit, the Seller's Solicitors will be entitled to release the Deposit, or portions thereof, to the Seller upon receipt of the original or a true copy of the Deposit Protection Contract from such insurer. Upon the release of the Deposit or any portion thereof to the Seller in accordance with the Deposit Protection Contract, the provisions of this Agreement shall be deemed to have been amended accordingly and the Seller may use the Deposit for purposes related to the Development, including without limitation, the construction and marketing of the Development in accordance with the provisions of REDMA.

1.6 Non-Sufficient Funds. Any payment made by the Buyer hereunder that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus an additional administration fee determined by the Seller, acting reasonably.

ARTICLE 2 - COMPLETION, POSSESSION AND ADJUSTMENT DATES

2.1 Completion Date and Completion Notice. The completion date of the purchase and sale of the Strata Lot will be on the date selected by the Seller (the "**Completion Date**") and set out in a notice (the "**Completion Notice**") given by the Seller or the Seller's Solicitors to the Buyer or the Buyer's Solicitors notifying the Buyer that the Strata Lot is ready to be occupied, which date will be no less than 10 days from the date of the Completion Notice. Whether the Strata Lot is ready to be occupied refers to the Strata Lot and not any other strata

lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if:

- (a) the Seller has received oral or written permission from the City of Vancouver (the “City”) to occupy the Strata Lot, regardless of whether or not such permission is temporary, conditional or final; and
- (b) a separate title for the Strata Lot has been issued by the Land Title Office.

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

2.2 Outside Date. If the Completion Date has not occurred by **March 1, 2026** (the “**Outside Date**”), then the Buyer or the Seller will have the right to terminate this Agreement by giving ten (10) business days’ written notice to the other party, provided that such notice is given and the notice period expires before the last to occur of: (i) the date permission is given by the City to occupy the Strata Lot; and (ii) the date the Strata Plan creating the Strata Lot is submitted for filing in the Land Title Office. Notwithstanding the foregoing:

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

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

2.3 Estimated Construction Completion Date Range. The Buyer hereby:

- (a) acknowledges and agrees that the Completion Date will be established by the Seller in accordance with section 2.1, notwithstanding the estimated date range (the “**Estimated Construction Completion Date Range**”) for completion of construction of the Development as set out in the Disclosure Statement;
- (b) acknowledges that there are many factors that impact the length of time required to construct a project of the scale of the Development and acknowledges and agrees that the Estimated Construction Completion Date Range is an estimate only and may vary based on time gained or lost during the construction process;
- (c) acknowledges and agrees that the actual Completion Date, as established by the date set forth in the Completion Notice, may occur before, during or after the Estimated Construction Completion Date Range;
- (d) covenants and agrees to complete the purchase of the Strata Lot on the Completion Date as set out in the Completion Notice in accordance with the terms and conditions of this Agreement regardless

of whether the Completion Date is before, during or after the Estimated Construction Completion Date Range or the amount of time between the Completion Date and the Estimated Construction Completion Date Range;

- (e) acknowledges, confirms and agrees that the Buyer's decision to enter into and to perform the terms of this Agreement is not predicated upon whether or not the actual Completion Date occurs before, during or after the Estimated Construction Completion Date Range; and
 - (f) acknowledges, confirms and agrees that the Completion Date occurring before, during or after the Estimated Construction Completion Date Range will not affect the value, price or use of the Strata Lot to the Buyer.
- 2.4 Delay. If the Seller is delayed in completing the construction of the Strata Lot, filing of the Final Strata Plan, performing any obligation by an estimated date or performing any other obligation herein (including, without limitation, rectifying any Identified Deficiencies (as defined in section 3.4)) as a result of fire, explosion or accident, however caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, materials or equipment, earthquake, flood, act of God, inclement weather, pandemic, epidemic or other widespread infection, disease or illness (including, for greater certainty SARS-CoV-2, COVID-19 or any other widespread contagious infection, disease or illness regardless of whether any particular governmental or health authority deems the same to be an epidemic, a pandemic or a public health emergency, and including any public health order relating to any of the foregoing), delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, climactic conditions, terrorist attack, interference of the Buyer or any other event beyond the control of the Seller (other than the lack of funds), in every case as determined by the Seller in its sole discretion, then the Seller may, by written notice to the Buyer, extend the Outside Date, any estimated date by which the Seller intends to perform an obligation under this Agreement and any date by which the Seller must perform an obligation under this Agreement (including without limitation the Completion Date) for a period equivalent to such period of delay or the impact of such delay on the completion of the Development, whichever is greater, without compensation to the Buyer, and time will remain of the essence.
- 2.5 Adjustments. The Buyer will assume and pay all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the strata corporation of which the Strata Lot forms part and all other charges relating to the Strata Lot from and after the Completion Date, and all adjustments, both incoming and outgoing of whatever nature whatsoever in respect of the Strata Lot will be made as of the Completion Date. If the amount of any such taxes, rates, assessments or other charges has been levied or assessed in respect of a parcel greater than the Strata Lot, then the portion thereof that will be allocated to the Strata Lot will be determined by the Seller by prorating the total amount among all of the strata lots in the Development on the basis of all the applicable unit entitlement.
- 2.6 Possession. Provided the Buyer completes the purchase of the Strata Lot on the Completion Date in accordance with the terms and conditions of this Agreement and the Seller's Solicitors has received the balance of the Purchase Price and all other amounts payable by the Buyer to the Seller in respect of the Strata Lot on the Completion Date, the Buyer will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").
- 2.7 Risk. The Strata Lot will be at the risk of the Seller until and including the date preceding the Completion Date and at the risk of the Buyer from and including the Completion Date.
- 2.8 Utilities and Strata Fees. The Buyer is responsible for all utility charges for the Strata Lot as of the Possession Date and must ensure that he/she/it notifies the necessary utility companies to have the utilities transferred into his/her/its name on the Possession Date. In the event the Buyer does not transfer the utilities into his/her/its name as of the Possession Date, any charges to the Seller that are the Buyer's responsibility will be paid to the Seller in full within five (5) business days after notification thereof from the Seller. If such amount is not paid by the Buyer within the five (5) business day period, a \$50.00 charge will be added to the outstanding amount for each week that the Buyer fails to transfer the utilities into their name and fails to pay any charges to the Seller resulting from such failure. The Buyer is responsible for the monthly strata corporation fee from and after the Completion Date and acknowledges that the monthly strata corporation fee shown in the Disclosure Statement is only an estimate of such fee.

ARTICLE 3 - CONSTRUCTION

3.1 Changes to Strata Lot and Development. The Strata Lot is as shown on the Preliminary Strata Plan attached to the Disclosure Statement given to the Buyer. The Seller may, in its sole discretion and without compensation to the Buyer, make modifications and alterations to the features, configuration, layout, design and finishes of the Strata Lot and the Development, including, without limiting the generality of the foregoing: modifications in ceiling height, column size, shape and location and number and location of windows and doors; use of materials other than those shown in any plans or marketing materials, provided such alternate materials are reasonably equal to or better in quality, in the sole opinion of the Seller; and alterations required to accommodate structural elements and electrical, plumbing, mechanical and other building systems within the Development. The Seller also reserves the right to amend the Strata Plan by, *inter alia*, increasing or decreasing the number of strata lots in the Development, and the Seller reserves the right to change the numbering of the Strata Lot on the Strata Plan and/or change the civic address of the Strata Lot, either as a result of the foregoing or for any other reason, in the Seller's sole discretion. No such change will create a right of rescission in favour of the Buyer or give rise to a claim for damages or compensation, or any other remedy, as against the Seller.

3.2 Adjustment to Purchase Price. The Buyer acknowledges that the total expected habitable area (the "**Expected Area**") of the Strata Lot as shown on the Preliminary Strata Plan (and the room measurements as shown in any advertising material) are approximate only and may vary from the total actual area (the "**Actual Area**") of the Strata Lot as shown on the final Strata Plan registered in the Land Title Office. The parties agree as follows:

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

The Buyer acknowledges and agrees that no Variance will create a right of rescission in favour of the Buyer or give rise to a claim for damages or compensation, or any other remedy, as against the Seller, except as set out above.

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

3.3 Parking Stall(s), Storage Room(s) and Bicycle/Storage Locker(s). If the Buyer is entitled to any parking stall(s), storage room(s) and/or bicycle/storage locker(s) in the Development, then the Seller will have sole discretion to determine which parking stall(s), storage room(s) and/or bicycle/storage locker(s), as applicable, are assigned to the Buyer, and the Buyer acknowledges that the location of such parking stall(s), storage room(s) and/or bicycle/storage locker(s) will be determined by the Seller, in the Seller's sole discretion without consultation with the Buyer. The Buyer acknowledges and agrees that the Buyer has read and understood

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

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

3.5 Defects and Deficiencies.

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

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

ARTICLE 4 - CLOSING

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

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

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

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

ARTICLE 5 - ASSIGNMENTS

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

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

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

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

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

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

5.2 Prescribed Information and Records.

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

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

5.3 Restrictions on Assignments.

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

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

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

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

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

ARTICLE 6 - MARKETING

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

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

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

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

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

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

ARTICLE 7 - SELLER'S CONDITIONS AND TERMINATION RIGHTS

7.1 Intentionally Deleted.

7.2 Intentionally Deleted.

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

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

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

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

ARTICLE 8 - MISCELLANEOUS

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

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

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

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

- 8.2 FINTRAC. The Buyer agrees to provide to the Seller, the Seller's agents and the Seller's Solicitors, promptly upon request, any additional personal or other information not referred to in section 8.10 that is required in order to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and the Buyer acknowledges that the consent in section 8.10 applies to any such personal or other information. The Seller may in its sole discretion terminate this Agreement if the Seller has reasonable grounds to suspect that any part of the transaction contemplated by this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid will be returned to the Buyer and the Buyer will have no further claims against the Seller.
- 8.3 Ongoing Construction. The Buyer is hereby advised and acknowledges, agrees and accepts that as and when other residential units in or around the Development are being completed and/or moved into, excessive levels of construction noise, vibration, dust and/or debris are possible, and accordingly same may temporarily cause nuisance and inconvenience to the occupants of the Development. The Buyer acknowledges, agrees and accepts that the Released Parties shall not at any time be liable for, and the Buyer shall not be entitled to any compensation for, damages of any kind as a result of any such ongoing construction activities in connection with the construction of the Development, including, without limitation, arising from any inconvenience, nuisance, expense, cost, injury, damage, loss or disturbance to the Development or any portion thereof or to the owners or occupants from time to time of the Development or the strata corporation arising from, in connection with or incidental to any disturbance described in this section 8.3 so that neither the owners or occupants of the Development nor the strata corporation will have any right of action at law or in equity against

the Released Parties in respect to the development and construction and completion thereof. The Buyer hereby irrevocably and unconditionally waives any claim the Buyer has or may have against the Released Parties in respect of the matters set out in this section 8.3. The provisions of this section 8.3 will not merge on closing and will survive the completion of the transaction contemplated in this Agreement or the termination of this Agreement.

- 8.4 Light, Views and Sound. The Buyer is hereby advised and acknowledges, agrees and accepts that the Seller and its agents do not make any representation or warranty as to the views from the Strata Lot and/or or the natural light, degrees or forms of neighbourhood light and/or shadows which may emanate into, across or may otherwise impact the Strata Lot, and that any simulated views, images or renderings in any brochures, advertisements, models, blogs, websites or any other electronic or print media or any other marketing materials relating to the Development are for illustrative purposes only and should not be relied upon by the Buyer. Furthermore, the Buyer acknowledges, agrees and accepts that the completion of the Development any future development of land adjacent to or in the vicinity of the Development may have a detrimental effect on the views from the Strata Lot or the amount of natural light the Strata Lot might otherwise receive. For greater certainty, the Buyer is hereby advised and acknowledges, agrees and accepts that the Seller does not guarantee that any views from any strata lot, including the Strata Lot or the amount of natural light that the Strata Lot might otherwise receive will be preserved. The Buyer hereby irrevocably and unconditionally waives any claim the Buyer has or may have against the Released Parties in respect of the matters set out in this section 8.4. The provisions of this section 8.4 will not merge on closing and will survive the completion of the transaction contemplated in this Agreement or the termination of this Agreement.
- 8.5 Notices and Tender. Any notice, communication or other document to be given to the Buyer hereunder or otherwise (including, without limitation, any amendment to the Disclosure Statement) will be well and sufficiently given if (a) deposited in any postal receptacle in Canada addressed to the Buyer at the Buyer's address or to the Buyer's Solicitors at their offices and sent by regular mail or registered mail, postage prepaid, (b) delivered by hand to the Buyer or the Buyer's Solicitors, (c) delivered by courier to the Buyer at the Buyer's address or to the Buyer's Solicitors at their offices or (d) transmitted by e-mail (or by electronic facsimile transmission ("fax")) to the Buyer or to the Buyer's Solicitor. The Buyer hereby expressly consents to the delivery by e-mail of any notices, communications and other documents given hereunder or otherwise, including, without limitation, any amendment to the Disclosure Statement. Any such notice, communication or other document (including, without limitation, any amendment to the Disclosure Statement) will be conclusively deemed to have been received by the Buyer if so delivered by hand or by courier or transmitted by e-mail (or by fax) when delivered or transmitted, and if mailed, on the second business day after such mailing. The address and e-mail address (and fax number, if any) for the Buyer will be as set out above or such other address or e-mail address (or fax number, if any) the Buyer has last notified the Seller in writing in accordance with this section 8.5. If the Buyer changes its address or e-mail address (of fax number, if any) and fails to notify the Seller of the particulars of such change in the manner set out in this section 8.5, then the Buyer will be precluded from asserting that it did not properly receive any notice, communication or other document given to the Buyer in accordance with this section 8.5. Any documents to be tendered on the Buyer may be tendered on the Buyer or the Buyer's Solicitors. Any notice to be given to the Seller may be given to the Seller or the Seller's Solicitors, in the same manner, and will be deemed to have been received, as provided for in the preceding provisions of this section, *mutatis mutandis*. Any documents or money to be tendered on the Seller will be tendered by way of certified funds and will be delivered at the Buyer's expense to the Seller or the Seller's Solicitors.
- 8.6 Governing Law. This offer, the agreement which results from its acceptance and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.
- 8.7 Buyer Comprising More Than One Party. If the Buyer is comprised of more than one party, then the obligations of the Buyer hereunder will be the joint and several obligations of each party comprising the Buyer and any notice given to one of such parties will be deemed to have been given at the same time to each other such party.
- 8.8 Execution of Counterparts and Electronic Delivery of Agreement. This Agreement may be executed by the parties in counterparts or transmitted by electronic means, or both, and if so executed and delivered, or if so transmitted, or if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had executed and delivered to one another a single original agreement.

- 8.9 Electronic Signatures: Pursuant to the *Electronic Transactions Act* (British Columbia), the parties agree that any offer, counter-offer and/or acceptance in connection with the parties entering into this Agreement and all communications, acknowledgments and receipts in connection therewith or contemplated hereunder and in connection with compliance with REDMA may be in electronic form and satisfied by an electronic signature.
- 8.10 Personal Information. The Buyer hereby consent to the collection, use and disclosure by the Seller and the Seller's agents, solicitors, affiliates and service providers of personal information about the Buyer contained in this Agreement and otherwise collected by or on behalf the Seller and its agents, affiliates and service providers, by the Seller, and its agents, affiliates and service providers, the real estate boards of which any agents and salespersons are members and, if the Strata Lot is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Buyer and the Seller, for all purposes consistent with the transaction contemplated herein including:
- (a) to complete the transaction contemplated by this Agreement;
 - (b) to invest the Deposit as provided for herein including providing personal information to the financial institution as required for reporting interest earned on the Deposit in accordance with applicable laws;
 - (c) to facilitate the completion and management of the Development including the transfer of management of the Development to the property manager;
 - (d) to market, sell, provide and inform the Buyer of products and services of the Seller and its affiliates and partners, including information about future projects;
 - (e) to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto and any other applicable laws;
 - (f) to permit the Seller to comply with its legislatively imposed reporting requirements in respect of assignments and proposed assignments;
 - (g) to facilitate the entering into of a Deposit Protection Contract with respect to the Deposit and release of the Deposit in accordance therewith;
 - (h) to engage in business transactions, including securing financing for the construction of the Development;
 - (i) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or related thereto;
 - (j) if the Strata Lot is listed on the Multiple Listing Service® by the Seller, for the purposes of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate brokers;
 - (k) to enforce codes of professional conduct and ethics for members of real estate boards;
 - (l) for the purpose (and to the recipients) described in the brochure(s) published by the British Columbia Financial Services Authority titled "*Your Relationship with a Real Estate Professional*" and, if the Buyer has indicated above that the Buyer is self-represented, "*Not a Client? Know the Risks*"; and
 - (m) to disclose such personal information to the Seller's affiliates, agents, assignees, partners, business partners, bankers, lawyers, accountants, insurers, warranty providers, utility providers, relevant government authorities and agencies (including the Land Title Office and the CRA) and other advisors and consultants in furtherance of the foregoing purposes or in connection with the transaction contemplated herein.
- 8.11 Residency of Seller. The Seller represents and warrants to the Buyer that the Seller is not a non-resident of Canada within the meaning of the *Income Tax Act* of Canada.

- 8.12 Contractual Rights. This offer and the agreement which results from its acceptance create contractual rights only and not any interest in land and is not registrable in any land title office, and the Buyer does not now have, and will not have at any time hereafter, notwithstanding any default of the Seller, any right to register this Agreement, or any right contained herein, against title to the Lands or the Strata Lot in the Land Title Office, and the Buyer will not attempt to do any of the foregoing.
- 8.13 Further Assurances. The parties hereto will do all further acts and things and execute all such further assurances as may be necessary to give full effect to the intent and meaning of this Agreement.
- 8.14 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.
- 8.15 Civic Address and Strata Lot Number. The Buyer acknowledges and agrees that the civic address and/or strata lot number of the Strata Lot and/or the civic address of the Development may be changed at the discretion of the Seller or as required by the City of Vancouver. The Buyer will be notified by the Seller of any such change and hereby acknowledges that upon receiving such notice from the Seller that this Agreement will be deemed to be amended accordingly and will remain in full force and effect.
- 8.16 Seller's Solicitors. For the purposes of this Agreement, the "**Seller's Solicitors**" will be:
- Spagnuolo & Company LLP
#300 – 906 Roderick Avenue Coquitlam, B.C. V3K 1R1
Phone: 604-527-4242; Fax: 604-527-8976
- 8.17 Time. Time is of the essence hereof and will continue to be of the essence notwithstanding any extension or advancement of the timing for the performance of any obligation hereunder.
- 8.18 Corporate Buyer. If the Buyer hereunder is a corporation, then the Buyer will cause one or more of its individual principals, as determined by the Seller in its sole discretion, to enter into the Seller's form of indemnity agreement concurrently with the Buyer's execution of this Agreement.
- 8.19 Section Headings. The insertion of headings of the Articles and sections contained herein are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.
- 8.20 Entire Agreement. This Agreement and any written addendum or amendment signed by the Buyer and the Seller constitute the entire agreement between the Seller and the Buyer in respect of the Strata Lot and the Development, and there are no oral or written representations, warranties, terms, conditions or contracts or collateral representations, warranties, terms, conditions or contracts, expressed or implied, statutory or otherwise applicable hereto, made by the Seller, or the Seller's agents or employees, or any other person on behalf of the Seller, including, without limitation, arising out of any marketing materials (such as advertisements, brochures, models, show room displays, photographs, illustrations, floor plans, renderings, websites, social media or any other electronic media, features or displays in the presentation centre or any display suite) in respect of the Strata Lot or the Development other than those contained in this Agreement and any written addendum or amendment signed by the Seller and the Buyer and in the Disclosure Statement. In particular, the Buyer acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Buyer are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Seller and/or architectural requirements.
- 8.21 Waiver. No failure to exercise or delay on the part of the Seller in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right by the Seller preclude any other or further exercise thereof or the exercise of any other right by the Seller.
- 8.22 Binding Effect. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as applicable.
- 8.23 Business Day. For the purposes of this Agreement, "**business day**" means a day which is not a Saturday, Sunday, statutory holiday in British Columbia or a federal statutory holiday in Canada, Easter Monday or Boxing Day.

ARTICLE 9 - DISCLOSURE STATEMENT

9.1 Disclosure Statement:

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

9.2 Intentionally Deleted.

9.3 Intentionally Deleted.

9.4 Intentionally Deleted.