



UNIVERSITY  
DISTRICT

**FINAL AMENDMENT TO DISCLOSURE STATEMENT  
UNIVERSITY DISTRICT SOUTH**

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

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

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

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

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

DATE OF DISCLOSURE STATEMENT: January 14, 2019

DATE OF FIRST AMENDMENT: June 19, 2019

DATE OF SECOND AMENDMENT: October 7, 2019

DATE OF THIRD AMENDMENT: September 25, 2020

DATE OF FOURTH AMENDMENT: August 18, 2022

DATE OF THIS FIFTH AMENDMENT August 15, 2023

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

**DISCLAIMER**

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

The Disclosure Statement dated January 14, 2019, as amended by the First Amendment to Disclosure Statement dated June 19, 2019, the Second Amendment to Disclosure Statement dated October 7, 2019, the Third Amendment to Disclosure Statement dated September 25, 2020, and the Fourth Amendment to Disclosure Statement dated August 18, 2022 (the “**Disclosure Statement**”), is hereby amended by this Fifth Amendment to Disclosure Statement (the “**Final Amendment**”) as follows:

1. by amending the section titled “List of Exhibits” on page 4 thereof, as follows:
  - (a) by deleting the reference to “Exhibit “C” Proposed Strata Plan – Revised” and replacing it with “**Exhibit “C” Registered Strata Plan EPS7719**”;
  - (b) by deleting the reference to “Exhibit “D” Proposed Form V – Schedule of Unit Entitlement – Revised” and replacing it with “**Exhibit “D” Registered Form V – Schedule of Unit Entitlement**”;
  - (c) by deleting the reference to “Exhibit “E” Estimated Operating Budgets – Revised” and replacing it with “**Exhibit “E” Final Estimated Operating Budgets**”;
  - (d) by deleting the reference to “Exhibit “F” Estimated Monthly Maintenance Fees per Strata Lot – Revised” and replacing it with “**Exhibit “F” Final Estimated Monthly Maintenance Fees per Strata Lot**”;
  - (e) by deleting the reference to “Exhibit “G” Proposed Form Y – Owner Developer’s Notice of Different Bylaws – Revised” and replacing it with “**Exhibit “G” Registered Form Y – Owner Developer’s Notice of Different Bylaws**”;
  - (f) by deleting the reference to “Exhibit “H” Proposed Form of Master Parking/Storage Agreement – Revised” and replacing it with “**Exhibit “H” Final Master Parking/Storage Agreement**”;
  - (g) by deleting the reference to “Exhibit “I” Proposed Form of Partial Assignment of Master Parking/Storage Agreement – Revised” and replacing it with “**Exhibit “I” Final Form of Partial Assignment of Master Parking/Storage Agreement**”;
  - (h) by deleting the title of “Exhibit “J”” and replacing it with “*Intentionally Deleted*”;
  - (i) by deleting the reference to “Exhibit “L-2” Form of Agreement of Purchase and Sale” and replacing it with “**Exhibit “L” Final Form of Agreement of Purchase and Sale**”;
  - (j) by deleting the reference to “Exhibit “M” Proposed Form of Management Agreements – Revised” and replacing it with “**Exhibit “M” Final Management Agreement**”;
  - (k) by deleting the reference to “Exhibit “N” Proposed Form of Roof Lease” and replacing it with “**Exhibit “N” Registered Roof Lease**”;
  - (l) by inserting a new exhibit, titled “**Exhibit “Q-1” Modification of Reciprocal Amenity Use and Cost Sharing Agreement**”. (For clarity, as of the date of filing this Final Amendment, all references in the Disclosure Statement to the Registered Reciprocal Amenity Use and Cost Sharing Agreement are intended to be references to the Registered Reciprocal Amenity Use and Cost Sharing Agreement, as amended by the Modification of Reciprocal Amenity Use and Cost Sharing Agreement”);
  - (m) by deleting the reference to “Exhibit “R” Draft Parking Stalls/Storage Lockers Easement over Lot B – Revised” and replacing it with “**Exhibit “R” Registered Parking Stalls/Storage Lockers Easement over Lot B (except ASP 1)**”;

- (n) by inserting a new **Exhibit “R-1” Registered Parking Stalls/Storage Lockers Easement over Lot A**, immediately following Exhibit “R”;
  - (o) by inserting a new **Exhibit “S-1” Registered Parking Access Easement over Lot A**, immediately following Exhibit “S”;
  - (p) by deleting the reference to “Exhibit “T” Common Property Licence Agreement” and replacing it with **“Exhibit “T” Final Common Property Licence Agreement”**;
  - (q) by deleting the reference to “Exhibit “V” Definitions and Exhibits” and replacing it with the **“Exhibit “V” Final Definitions and Exhibits”**;
  - (r) by inserting a new exhibit, titled **“Exhibit “W” Registered Air Space Subdivision Plan and Final Colour Overlays”**;
  - (s) by inserting a new exhibit, titled **“Exhibit “X” Registered Air Space Easement Agreement”**;
  - (t) by inserting a new exhibit, titled **“Exhibit “Y” Registered Reciprocal Easement for Building Systems”**;
  - (u) by inserting a new exhibit, titled **“Exhibit “Z” Registered Access Easement/No Build Covenant over part of Lot B”**;
  - (v) by inserting a new exhibit, titled **“Exhibit “AA” Registered Reciprocal Easement for Parking Facility Common Wall”**;
  - (w) by inserting a new exhibit, titled **“Exhibit “BB” Registered Auto Courtyard and Commercial Plaza Easement”**;
  - (x) by inserting a new exhibit, titled **“Exhibit “CC” Registered North Tower Bike Pavilion / Automated Parcel Lockers / Concierge and Security Desk Easement”**;
  - (y) by inserting a new exhibit, titled **“Exhibit “DD” Final Party Wall Agreement”**; and
  - (z) by inserting a new exhibit, titled **“Exhibit “EE” Final Co-operative Carsharing Agreement”**;
2. By making the following global amendments throughout the Disclosure Statement (but for greater certainty, not in any Exhibits thereto), where such terms appear, as set forth below:
- (a) by making the defined term “Commercial Air Space Parcels” singular, such that in each instance it refers to “Commercial Air Space Parcel”;
  - (b) by replacing the defined term “Reciprocal Amenity Use and Cost Sharing Agreement” with “Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements”, except in the following sections: in the first sentence of the third paragraph of Section 2.1.2(g), in 4.3(a)(ii) and in 4.3(b)(xxxviii) to (xliv);
  - (c) by making the defined term “Reciprocal Project Facilities Use and Cost Sharing Agreement” plural, such that in each instance it refers to “Reciprocal Project Facilities Use and Cost Sharing Agreements” (which agreements collectively pertain to the Shared Project Facilities between the Development, the North Tower and the Commercial Component);

- (d) by replacing the defined term “North Tower Bike Room” in each instance with the defined term “North Tower Bike Pavilion”;
- (e) by replacing the defined term “Bike Rooms” in each instance with the defined term “South Tower Bike Pavilion”;
- (f) by replacing the defined term “South Tower Disability Stall” in each instance with the defined term “South Tower Visitor Disability Stall”; and
- (g) by replacing the defined term “Easement Master Parking/Storage Agreement” in each instance that it appears with the defined term “North Tower Master Parking/Storage Agreement”;

3. by amending Section 1.6 as follows:

- (a) by deleting the paragraphs under subsection 1.6(d) in their entirety and replacing them with the following:

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

Upon the deposit of the Strata Plan in the Land Title Office, the Developer intends to, without limitation, cause the Beneficial Owner to assign to the Strata Corporation the Master Parking/Storage Agreement encumbering a portion of the Common Property within the Parking Facility, and to cause the Strata Corporation to assume the Beneficial Owner’s obligations, as landlord, under such agreements, on terms and conditions determined by the Developer. UD Parking will partially assign to a purchaser of a Strata Lot UD Parking’s interest in the particular Resident Stall, if any, and/or Bicycle/Storage Locker, if any, designated by the Developer for use by such purchaser (whether by way of partial assignment of the Master Parking/Storage Agreement or the partial assignment of the North Tower Master Parking/Storage Agreement). UD Parking may retain and use any remaining Resident Stalls and/or Bicycle/Storage Lockers, if any, and/or rent or assign to the owners of the Strata Lots or the owners of strata lots in the North Tower, UD Parking’s interest in any remaining Resident Stalls and/or Bicycle/Storage Lockers, on the terms established from time to time by UD Parking, without compensation to the owners of the Strata Lots, as more particularly described in Section 3.7(f). The Developer may also, in its discretion, cause UD Parking to assign to the Developer (or an entity related to the Developer) the interest of UD Parking, as, tenant, under the Master Parking/Storage Agreement and/or the North Tower Master Parking/Storage Agreement, as described in Section 3.7.”;

- (b) by deleting the paragraph under subsection 1.6(e) in its entirety and replacing it with the following:

“The Developer granted a lease of a portion of the roof areas of the Development to a company affiliated with the Developer for communication services. The copy of such lease registered in the Land Title Office is attached hereto in **Exhibit “N”**.”;

- (c) by deleting the paragraph under subsection 1.6(f) in its entirety and replacing it with the following:

“A portion of the Development has been physically integrated with the Commercial Component and shares certain areas, facilities and/or services. The Developer, or an entity related to the Developer, may retain ownership of the Commercial Component or portions thereof, or may sell or lease some or all of the Commercial Component or portions thereof. Registered reciprocal easements set out in the Air Space Easement Agreement providing for shared access to, use of and support for common systems and facilities and any cost sharing arrangements, as more particularly described in Sections 4.3(b)(lxxviii) and 7.4(g), facilitate the integration of the Development and the Commercial Component. The copy of the Air Space Easement Agreement registered in the Land Title Office is attached hereto in **Exhibit “X”**. The Developer may also cause the owner of the South Tower Remainder Lands to enter into the Commercial Stalls Agreement in respect of the Commercial Stalls with the owner of the Commercial Component (which may be the Developer or an entity related to the Developer) as more particularly described in Section 3.7.”;

- (d) by inserting the following at the end of Section 1.6(g):

“In particular, the Developer intends to cause the Strata Corporation to grant to the Developer and/or Related Developers, their affiliates, consultants and related parties, the Marketing Licence Agreement, as more particularly described herein and in such agreement. A signed copy of such agreement is available for review upon request to the property manager.”; and

- (e) by deleting the last sentence of the paragraph under subsection 1.6(m) and replacing it with the following:

“In particular, the Developer intends to cause the Strata Corporation to grant to the Developer and/or Related Developers, their affiliates, consultants and related parties, a licence to carry out certain activities on the Common Property and to use the Developer’s Storage Room (as further described in section 3.9(f)), as more particularly described herein and in the agreement containing such licence (the “**Common Property Licence Agreement**”), the proposed form of which is attached hereto as **Exhibit “T”**.”;

4. by amending Section 2.1.1 as follows:

- (a) by deleting subsection (a)(i) thereof in its entirety and replacing it with the following:

“The Nominee is the registered owner of legal title to the Lands.”; and

- (b) by deleting subsection (a)(ii) thereof in its entirety and replacing it with the following:

“The Project contains:

1. Development #1. Development #1 is situated on the lands formerly known as Lot A and consists of the North Tower and the North Tower Amenity Space. Lot A has been subdivided by way of strata plan to create 322 residential strata lots and common property; and
2. Development #2. Development #2 is situated on the lands formerly known as Lot B and consists of the South Tower, the South Tower Amenity Space and the Commercial Component. Lot B has been subdivided by the Lot B Air

Space Parcel Plan to create the Commercial Air Space Parcel and the South Tower Remainder Lands. The South Tower Remainder Lands contain the South Tower and the South Tower Amenity Space and have been further subdivided by deposit of the Strata Plan to create 431 Strata Lots and the Common Property. The Strata Lots and the Common Property form the subject matter of this Disclosure Statement and the Development herein described,

(collectively, the “**Project**”).

An artist’s rendering of the approximate appearance and layout of the Project is attached hereto as **Exhibit “A”**.”;

5. by amending Section 2.1.2 as follows:

(a) by amending subsection (c) thereof as follows:

- (i) by deleting the number of 1 Bedroom & Den Strata Lots in subsection (ii) and replacing it with “104”;
- (ii) by deleting the number of Junior 2 Bedroom Strata Lots in subsection (ii) and replacing it with “34”;
- (iii) by deleting the first three paragraphs immediately following the table labelled “Type of Strata Lots” in subsection (ii) in their entirety, and replacing them with the following:

“The City has assigned the following civic addresses for the Development: the residential entrance lobby for the South Tower (including eight (8) of the townhomes) is located at 10448 University Drive, Surrey, British Columbia; the remaining three (3) townhomes located adjacent to the South Tower are located at 10468 University Drive, Surrey, British Columbia; the entrance lobby for the South Tower Amenity Space is located at 10428 University Drive, Surrey, British Columbia; and, the entrance lobby for the Commercial Component of the South Tower is located at 10418 University Drive, Surrey, British Columbia.”;

(b) by deleting subsection (d)(i) thereof in its entirety and replacing it with the following:

“concierge and security services to be operated from a central operations desk servicing the residents of the Project, excluding the Commercial Component, anticipated to be located within a designated area in the lobby entrance of the Amenity Facility. The Developer intends to cause the property manager to arrange for shared concierge services (the “**Concierge Services**”) to be provided for the Development and the North Tower. The Concierge Services will initially operate 7 days per week from 6:00 a.m. to 10:00 p.m. In addition to the Concierge Services, the Developer intends to arrange for certain security services (the “**Security Services**” and, together with the Concierge Services, the “**Project Concierge/Security Services**”) for the benefit of the Project. The Security Services are anticipated to operate initially for certain periods outside of the operating hours of the Concierge Services, pursuant to contracts that the Developer intends to enter into and/or cause the Strata Corporation to assume, prior to the deposit of the Strata Plan, or following the deposit of the Strata Plan in the Land Title Office, cause the Strata Corporation to enter into, as more particularly described below.”;

- (c) by deleting subsection (d)(ii) thereof in its entirety and replacing it with the following:

“one parking stall (the “**Carshare Stall**”) located in the exterior Common Property has been designated as a shared vehicle stall which at all times will be reserved for the exclusive use of a shared co-operative vehicle (the “**Shared Vehicle**”) to be owned and operated by a car share operator, which the Developer has selected to be Modo Co-Operative (“**Modo**”). The Carshare Stall is located in the exterior Auto Courtyard and will be accessible and available for use 24 hours a day, 7 days a week by owners, residents and guests of the Development and the North Tower, as well as members of the public who maintain an active membership with Modo, pursuant to which permitted users may share in the use of the Shared Vehicle parked therein when not in use. The Developer has, in its sole discretion, for the benefit of the Project, elected to enter into the Co-Operative Carsharing Agreement with Modo under which the Developer has agreed to pay Modo to secure the Shared Vehicle for the Project in accordance with such terms and conditions as required by Modo (the “**Carsharing Program**”), and pursuant to which a certain number of free Modo memberships are being made available on a first-come, first-served basis to residents of the Development and the North Tower, as more particularly described in Section 7.4(j). Access to the Carshare Stall will be available on a non-exclusive basis to residents of the North Tower by way of the Auto Courtyard and Commercial Plaza Easement, as described herein. A signed copy of the Car Share Agreement, to be assumed by the Strata Corporation upon the formation thereof and as described herein, is attached hereto as **Exhibit “EE”**”;

- (d) by deleting subsection (d)(iii) thereof in its entirety and replacing it with the following:

“A public art feature entitled “Becoming” (the “**Public Art Feature**”) will be installed in the exterior area of the Commercial Component, for the benefit of the Project. The annual costs and expenses associated with ensuring continuous public access and ongoing maintenance, repair and replacement of the Public Art Feature, as needed, over time, pursuant to the maintenance manual to be supplied by the artist, will be shared among the North Tower, the South Tower and the Commercial Component, notwithstanding the location of the art installation within the Project. The Public Art Feature will be included in the Shared Project Facilities and is subject to applicable cost sharing arrangements as set out in the Auto Courtyard and Commercial Plaza Easement attached hereto as **Exhibit “BB”**. The portion of such costs to be paid for by the Strata Corporation will be shared by the owners of all Strata Lots in the Development in proportion to the relative Unit Entitlement of the Strata Lots, and such costs are included in the Budget, attached hereto as **Exhibit “E”**”;

- (e) by deleting the second to last paragraph of subsection (d) thereof in its entirety;

- (f) by deleting subsection (f) in its entirety and replacing it with:

“(f) Strata Plan

The final surveyed Strata Plan was filed in the Land Title Office on August 2, 2023 and a copy thereof is attached hereto as **Exhibit “C”**. The Strata Plan shows the layout of the South Tower and the dimensions and/or areas of the Strata Lots, limited common property, and common property.”;

- (g) by deleting subsection (g)(ii) in its entirety and replacing it with:

“(ii) the Shared Parking Facility Areas on Lot A, the Shared Parking Facility Areas on Lot B and any shared use areas within the Lot A Parking Facility

(subject to the Parking Stalls/Storage Lockers Easement over Lot A) or the Parking Facility (subject to the Parking Stalls/Storage Lockers Easement over Lot B) (collectively, the **"Shared Parking Facility Areas"**) in common with the owners, tenants, occupants and guests of the South Tower, excluding the owners, tenants and guests of the Commercial Component;"

- (h) by deleting the words "Development #1" in subsection (g)(iii) and replacing them with the words "Development #2";
- (i) by adding the words "(but not necessarily all parking stalls therein)" immediately after the words "Auto Courtyard" in subsection (g)(iv);
- (j) by deleting the first sentence of the third paragraph under subsection (g) in its entirety and replacing it with the following:

"Access to, egress from, use of and the cost sharing obligations of owners associated with the shared use of the Shared Residential Amenities/Facilities will be addressed by way of the Reciprocal Amenity Use and Cost Sharing Agreement, the North Tower Bike Pavilion / Automated Parcel Lockers / Concierge and Security Desk Easement (together, the **"Reciprocal Shared Residential Amenity / Facilities Use and Cost Sharing Agreements"**) and the access to, egress from, use of and the cost sharing associated with the shared use of the Shared Parking Facility Areas will be addressed by way of the Parking Stalls/Storage Lockers Easement over Lot A, the Parking Stalls/Storage Lockers Easement over Lot B, the Parking Access Easement over Lot A, the Parking Access Easement over Lot B, and any additional easements deemed necessary or desirable for the Project by the Developer in its sole discretion (collectively, the **"Shared Parking Facility Easements"**), as applicable.";

- (k) by deleting the fifth paragraph under subsection (g) in its entirety and replacing it with the following:

"The Shared UD South Facilities located in the Development and designated as Common Property and the Shared UD South Facilities located in the Commercial Component will be for the shared use of the owners and occupants of the Development and the Commercial Component pursuant to the Air Space Easement Agreement (**Exhibit "X"**)."

- (l) by deleting the sixth paragraph under subsection (g) in its entirety and replacing it with the following:

"The Shared Project Facilities in the Development, designated as Common Property, will be for the shared use of the owners and occupants of the Development, the North Tower and the Commercial Component pursuant to the Reciprocal Easement for Building Systems, the Reciprocal Easement for Parking Facility Common Wall and the Auto Courtyard and Commercial Plaza Easement (collectively, the **"Reciprocal Project Facilities Use and Cost Sharing Agreements"**). The Shared Project Facilities located in the North Tower will be designated as common property of the North Tower, but are intended to be for the shared use of the owners and occupants of the Development, the North Tower and the Commercial Component pursuant to, without limitation, the Reciprocal Project Facilities Use and Cost Sharing Agreements.";

- (m) by inserting the following at the end of the third sentence in the last paragraph under subsection (g): "and in the Reciprocal Project Facilities Use and Cost Sharing Agreements.";



- (n) by deleting subsection (h) in its entirety and replacing it with the following:

“The Final Estimated Operating Budgets contemplate that the residents of the South Tower and the North Tower will have access to Concierge Services from 6:00 a.m. to 10:00 p.m., 7 days per week. The Project Concierge/Security Services are anticipated to be located within a designated area in the lobby entrance of the Amenity Facility.”; and

- (o) by deleting the first sentence under subsection (i) in its entirety and replacing it with the following:

“The Developer has installed the Automated Parcel Lockers in the lobby of the Amenity Facility. The Developer intends to enter into a support and services contract (the “**Parcel Lockers Contract**”) with Parcel Pending, a company unrelated to the Developer (or to the developer of Development #1) to provide for secure package delivery services to be provided to the residential owners and occupants in the Project. The Developer intends to cause the Strata Corporation of the Development (together with the North Tower Strata Corporation) to assume the obligations of the Developer under the Parcel Lockers Contract.”;

6. by deleting the last two sentences of section 3.1 and replacing it with the following:

“The Developer caused the final Form V Schedule of Unit Entitlement, which accompanies the final Strata Plan, to be filed in the Land Title Office on August 2, 2023, and the filed copy thereof is attached hereto as **Exhibit “D”**.”;

7. by amending Section 3.4 as follows:

- (a) by inserting the following at the end of the first sentence of the fourth paragraph “and other purposes as set out therein.”;
- (b) by deleting the paragraph under the heading “Use of Common Property” and replacing it with the following:

“Each purchaser’s entitlement to the Common Property is subject to the Bylaws, any designations of Common Property as Limited Common Property and any registered or unregistered licences, easements, leases, rights-of-way, covenants or other encumbrances described in this Disclosure Statement (including without limitation the Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements, the Air Space Easement Agreement, the Reciprocal Project Facilities Use and Cost Sharing Agreements, the Access Easement/No Build Covenant over part of Lot B and the Shared Parking Facility Easements) which are currently registered on title to Lot B or which are granted by the Developer prior to registration of the Strata Plan and/or by the Strata Corporation after the Strata Plan is registered in the Land Title Office and the Strata Corporation is formed. The Strata Corporation may also pass additional bylaws and rules and regulations relating to the use of Common Property from time to time.”; and

- (c) by deleting the second sentence of the last paragraph under the heading “Costs of Operation, Maintenance and Repair of Common Property” and replacing it with the following:

“The costs of operating, maintaining and repairing the Common Property (except for certain Limited Common Property as described in Section 3.4), common facilities and common assets of the Strata Corporation will be shared by the

owners of the Strata Lots on the basis of the Unit Entitlement of the Strata Lots and included in the owners' monthly assessments, unless such costs are subject to any applicable easements and cost sharing agreements, including, without limitation, the Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements, the Shared Parking Facility Easements and the Reciprocal Project Facilities Use and Cost Sharing Agreements, under which either the owners of the North Tower and/or the Commercial Component will also share proportionately in such costs, as applicable and more particularly described herein and in such agreements.”;

8. by amending Section 3.7 as follows:

(a) by deleting first two paragraphs under the heading “Parking Stalls” and replacing them with the following:

“The Development is expected to include approximately the following parking stalls:

489	Resident Parking Stalls
35	Visitor Parking Stalls (including 3 Shared Visitor/Short-Term Loading Stalls and 1 Shared Visitor Stall (for shared use with the North Tower) & 1 South Tower Visitor/Short-Term Loading Stall (exclusively for the South Tower))
6	Disability Parking Stalls (4 Disability Resident Stalls and 2 Disability Visitor Stalls, including 1 Shared Disability Visitor Stall (for shared use with the North Tower))
1	Large-Vehicle Loading Stall (for shared use with the North Tower)
5	Commercial Parking Stalls (exclusively for the Commercial Component)
1	Carshare Stall
537	Total Parking Stalls

The foregoing proposed parking stalls (collectively, the “**Development Parking Stalls**”) are intended to be constructed primarily in a five-level underground parking facility (the “**Parking Facility**”) at the Development, which will be constructed partly within Lot B and partly within Lot A, together with a limited number of parking stalls to be located at-grade level outside in an automobile courtyard (the “**Auto Courtyard**”) adjacent to the South Tower and accessible from the Green Lane, being the vehicle access route to the Development from 105th Avenue, in Surrey, British Columbia.”;

(b) by deleting the paragraph under the heading “Additional Parking Stalls for use by Development - Lot A Parking Stalls” and replacing it with the following:

“In addition to the Development Parking Stalls located in the Development, certain parking stalls (to be determined by the Developer in its sole discretion) in the Lot A Parking Facility (the “**Lot A Parking Stalls**”) will be made available for the exclusive use of certain owners and occupants of the Development by way of the partial assignment of the North Tower Master Parking/Storage Agreement and Parking Stalls/Storage Lockers Easement over Lot A. The Lot A Parking Stalls will be common property of Development #1 and will be located within the Lot A Parking Facility and not within the Development.”;

- (c) by deleting the third paragraph under the heading “South Tower Disability Stalls” and replacing it with the following:

“Furthermore, the Development will include 1 disability parking stall (the “**South Tower Visitor Disability Stall**”), located in the Parking Facility and designed, in accordance with the requirements of the City, to accommodate vehicles used by physically disabled persons. The South Tower Visitor Disability Stall will be available on a “first-come, first-served” basis for the exclusive use of visitors of the Development only, in accordance with the Bylaws and any rules and regulations of the Strata Corporation which govern the use thereof, which may include a maximum use period, as determined by the Strata Corporation.”;

- (d) by deleting the paragraph under the heading “Development Visitor Stalls” and replacing it with the following:

“Thirty-one (31) of the visitor stalls identified above (the “**Development Visitor Stalls**”) located on Level P1 of the Parking Facility, will be reserved for the exclusive use of visitors and guests of the Development. Each of the Development Visitor Stalls will be available to visitors of the Development on a “first-come, first-served basis” in accordance with the Bylaws and any rules and regulations of the Strata Corporation which govern the use thereof, which may include a maximum use period, as determined by the Strata Corporation.”;

- (e) by deleting the paragraph under the heading “Shared Large-Vehicle Loading Stall” and replacing it with the following:

“The Development will include one (1) large-vehicle loading stall (the “**Shared Large-Vehicle Loading Stall**”) located in the Auto Courtyard which will service the South Tower, the North Tower and the Commercial Component and be shared on a “first-come, first-served basis” between the owners and residents of the Development and the owners and residents of the North Tower and the tenants and occupants of the Commercial Component, in accordance with the Bylaws and any rules and regulations of the Strata Corporation which govern the use thereof, which may include a maximum use period, as determined by the Strata Corporation. The Shared Large-Vehicle Loading Stall will be made available for use by the North Tower by way of the Auto Courtyard and Commercial Plaza Easement and will be made available for use by the Commercial Component by way of the Air Space Easement Agreement.”;

- (f) by deleting the paragraph under the heading “Shared Visitor/Short-Term Loading Stalls” and replacing it with the following:

“Three (3) of the visitor stalls identified above (the “**Shared Visitor/Short-Term Loading Stalls**”) located in the Auto Courtyard will service the Development, the North Tower and the Commercial Component on a “first-come, first-served basis” and be reserved for the following purposes: firstly, for the loading and unloading of vehicles by residents and visitors of the Development and the North Tower; secondly, for shared use amongst the visitors of the Development and visitors of the North Tower, and thirdly for the short term parking for pick up and delivery services in connection with the business of the Commercial Component, all in accordance with the Bylaws and any rules and regulations of the Strata Corporation which govern the use thereof, which may include a maximum use period, as determined by the Strata Corporation. The Shared Visitor/Short-Term Loading Stalls will be made available for use by residents and visitors of the North Tower by way of the Auto Courtyard and Commercial Plaza Easement and will be made available for use by the Commercial Component by way of the Air Space Easement Agreement.”;

- (g) by deleting the paragraph under the heading “South Tower Visitor/Short-Term Loading Stall” and replacing it with the following:

“One (1) of the visitor stalls identified above (the “**South Tower Visitor/Short-Term Loading Stall**”) located on level P-1 of the Parking Facility will be designated for the exclusive use of residents and visitors of the Development only and be reserved for dual purposes: firstly, for the loading and unloading of vehicles; and secondly, for shared use amongst residents and visitors of the Development, all on a “first-come, first-served basis” in accordance with the Bylaws and any rules and regulations of the Strata Corporation which govern the use thereof, which may include a maximum use period, as determined by the Strata Corporation.”;

- (h) by adding the following as a new paragraph immediately following the new paragraph added in subsection (g) above with the heading “South Tower Visitor/Short-Term Loading Stall:

*“Shared Visitor Stall*

One (1) of the visitor stalls identified above (the “**Shared Visitor Stall**”) located in the Auto Courtyard will be designated as shared on a “first-come, first-served basis” by visitors to the Development and the North Tower in accordance with the Bylaws and any rules and regulations of the Strata Corporation which govern the use thereof, which may include a maximum use period, as determined by the Strata Corporation. The Shared Visitor Stall will be made available for use with the North Tower by way of the Auto Courtyard and Commercial Plaza Easement.”;

- (i) by deleting the paragraph under the heading “Shared Disability Visitor Stall” and replacing it with the following:

“One (1) disability parking stall (the “**Shared Disability Visitor Stall**”) located in the Auto Courtyard and designed, in accordance with the requirements of the City, to accommodate vehicles used by physically disabled persons will service the South Tower and the North Tower and be shared on a “first-come, first-served basis” by visitors to the Development and the North Tower in accordance with the Bylaws and any rules and regulations of the Strata Corporation which govern the use thereof, which may include a maximum use period, as determined by the Strata Corporation. The Shared Disability Visitor Stall will be made available for use with the North Tower by way of the Auto Courtyard and Commercial Plaza Easement.”;

- (j) by deleting the paragraph under the heading “Commercial Stalls” and replacing it with the following:

“Five (5) of the Development Parking Stalls (the “**Commercial Stalls**”) located in the Auto Courtyard will be allocated as commercial stalls only as required by the City despite being located in the boundaries of the Lands, and are reserved for the exclusive use of the Commercial Component. As the Commercial Stalls are located in the Development but are subject to the City’s requirements described above, an easement to access the Commercial Stalls in favour of the Commercial Air Space Parcel has been granted to the owners and users of the Commercial Component by way of the Air Space Easement Agreement and a pre-paid lease or licence (the “**Commercial Stalls Agreement**”), as may be determined by the Developer in its sole discretion, may be granted by owner of the Lands in favour of the Commercial Component.”;

- (k) by deleting the paragraph under the heading “North Tower Parking Stalls” and replacing it with the following:

“Notwithstanding anything to the contrary contained herein, a certain number of the Development Resident Stalls (including EV Stalls) as determined by the Developer in its sole discretion (the “**North Tower Parking Stalls**”) may be made exclusively available to the North Tower by way of partial assignment of the Master Parking/Storage Easement by UD Parking to owners and occupants of the North Tower. Although the North Tower Parking Stalls will be located on the Common Property, and will form part of the Development, and not Development #1, such parking stalls, if so designated by the Developer in its sole discretion, will be subject to the Parking Stalls/Storage Lockers Easement over Lot B and any related cost sharing obligations between the Strata Corporation and the North Tower Strata Corporation.”;

- (l) by amending subsection (i) under the heading “Allocation of Parking Stalls and Storage Lockers in the Development and in Lot A” as follows:

- (i) by deleting the first paragraph in its entirety and replacing it with the following:

“Prior to the deposit of the Strata Plan in the Land Title Office, the Beneficial Owner, as landlord, entered into a long-term pre-paid lease (the “**Master Parking/Storage Agreement**”) with UD Parking over the Development Resident Stalls and the Resident Disability Stalls, associated driveways and ramps, storage rooms and individual Development Bicycle/Storage Lockers installed therein. It is intended that the Master Parking/Storage Agreement will pertain to the Additional Parking/Storage for Development #1 (on Lot B), but will exclude Lot A Parking Stalls, Lot A Bicycle/Storage Lockers, and any parking and storage area(s) located within the Lot A Parking Facility (for clarity each of which areas will be subject to the Parking Stalls/Storage Lockers Easement over Lot A, and will not form part of the Common Property of the Development.”;

- (ii) by deleting the words “Parking/Storage Easement Areas on Lot A” in the fifth paragraph and replacing them with “Lot A Parking Facility and subject to the Parking Stalls/Storage Lockers Easement over Lot A”; and

- (iii) by deleting subsection (ii) in the seventh paragraph in its entirety and replacing it with the following:

“(ii) the number of Development Bicycle/Storage Lockers, if any, acquired by such purchaser under its contract of purchase and sale or other agreement with respect to Development Bicycle/Storage Lockers. UD Parking (or the applicable Developer Entity, as the case may be) may also partially assign the interest of UD Parking (or the Developer Entity, as the case may be) under the Master Parking/Storage Agreement with respect to any Additional Parking/Storage for Development #1 (on Lot B) to purchasers of strata lots in the North Tower.”;

- (m) by amending subsection (ii) under the heading “Allocation of Parking Stalls and Storage Lockers in the Development and in Lot A” as follows:

- (i) by deleting the words “parking facility in Lot A” in the first sentence of the first paragraph and replacing them with “Lot A Parking Facility”, and

- (ii) by deleting the first two sentences of the second paragraph in their entirety and replacing them with the following:

“Prior to the developer of Development #1 filing the Strata Plan for the North Tower, the beneficial owner of Lot A, as landlord, entered into a long-term pre-paid lease (the “**North Tower Master Parking/Storage Agreement**”) with UD Parking, as tenant, in a generally similar form to the Master Parking/Storage Agreement (**Exhibit “H”**). All Lot A Parking Stalls or Lot A Bicycle/Storage Lockers, as applicable, together with other parking stalls and bicycle/storage lockers, as determined by the developer of Development #1, in its sole discretion, are subject to the North Tower Master Parking/Storage Agreement and will be allocated for use by the owners of the Strata Lots by partial assignment of the North Tower Master Parking/Storage Agreement.”; and

- (n) by amending the paragraphs under the heading “Access to Parking Facility” as follows:
  - (i) by deleting the words “which will be substantially in the same of form as the Parking Easement over Lot A” in the second sentence of the first paragraph thereof and replacing them with the words “a copy of which is attached hereto as **Exhibit “S-1”**”;
  - (ii) by deleting the words “the parking facility of the Development #1” in the second to last sentence of the third paragraph and replacing them with the words “the Lot A Parking Facility”; and
  - (iii) by inserting the following at the end of the last sentence of the third paragraph: “, except as required pursuant to the air space easement agreement between the Commercial Component and the South Tower Remainder Lands” ;

9. by amending Section 3.8 as follows:

- (a) by deleting the number “128” in the second paragraph of subsection (a) and replacing it with the number “126”;
- (b) by deleting the reference to fees of “\$30.00” in the third paragraph of subsection (a) and replacing it with “\$40.00”;
- (c) by deleting the first sentence of the second paragraph of subsection (c) and replacing it with the following:

**“Upon a request by owner for approval to install an EV Charger in a Roughed-In Only Stall assigned to such owner, the EV Receptacle within such stall’s Load Sharing Group will be required to be replaced with an EV Charger.** For clarity, each owner who wishes to charge an electric vehicle will require an EV Charger to do so in parking stalls that are part of an Activated Load Sharing Group. EV Receptacles may be used (either with or without an adapter, as applicable) provided that the EV Receptacle is not in one of the parking stalls that is part of a load sharing group that has been activated by way of the installation of an EV Charger in such load sharing group, following the Strata Corporation approving such installation subject to the requirements set out herein and in the Bylaws.”;

- (d) by amending the first sentence of second paragraph of subsection (d) as follows:
  - (i) by inserting the words “(or the North Tower Strata Corporation, as applicable)” immediately following the words “Strata Corporation”; and
  - (ii) by inserting the words “(or the equivalent North Tower Strata Corporation bylaws)” immediately after the words “Bylaw 41”;
- (e) by deleting the first sentence of subsection (e) and replacing it with the following:
 

“It is anticipated that certain EV Visitor Stalls will be equipped with a pre-installed EV Receptacle for use by visitors and guests of the Development. Additionally, the Developer intends to install one or more EV Chargers in the EV Visitor Stalls (each a “**Visitor EV Charger**”) subject to availability at the completion of construction, or shortly following occupancy of the Project. The Strata Corporation may, in its sole discretion, from time to time elect to install further Visitor EV Chargers.”;
- (f) by deleting the first paragraph of subsection (f) in its entirety and replacing it with the following:
 

“It is anticipated that all EV Electricity Costs incurred in connection with Activated Load Sharing Groups will be administered by Hypercharge Networks Corp. (the “**EV Network Operator**”) pursuant to the terms of one or more agreements (including a software subscription agreement and a master products and services agreement) with the EV Network Operator (collectively, the “**EV Network Agreement**”) which has been or will be entered into by the Developer and assigned to the Strata Corporation.”; and
- (g) by amending subsection (k)(i) by inserting the words “(or the owner of a strata lot in the North Tower)” after “owner of a Strata Lot.”;

10. by amending Section 3.9 as follows:

- (a) by amending subsection (a) as follows:
  - (i) by deleting the number “559” in the first paragraph and replacing it with the number “560”;
  - (ii) by inserting the words “by way of partial assignment of the Master Parking/Storage Agreement to owners of strata lots in the North Tower” at the end of the first sentence of the second paragraph;
  - (iii) by deleting the words “such areas” in the second sentence and replacing them with the words “such bicycle/storage lockers”; and
  - (iv) by deleting the words “Unless otherwise determined by the Developer in connection with the Parking Stalls/Storage Lockers Easement over Lot B, all” in the first sentence of the third paragraph and replacing them with the word “All”;
- (b) by deleting subsection (b) in its entirety and replacing it with the following:
 

“In addition to the Development Bicycle/Storage Lockers to be located in the Development, a certain number (to be determined by the Developer in its sole discretion) of bicycle/storage lockers in Development #1 (the “**Lot A Bicycle/Storage Lockers**”, and together with the Development Bicycle/Storage Lockers, the “**Bicycle/Storage Lockers**”) may be made available for the exclusive use of the owners and occupants of the Development by way of partial assignment

of the Master Parking/Storage Agreement to owners of the Strata Lots. Although the Lot A Bicycle/Storage Lockers will be located in the shared areas of the Lot A Parking Facility, and will form part of Development #1, and not the Development, such bicycle/storage lockers, if so designated by the Developer in its sole discretion, will be subject to the Parking Stalls/Storage Lockers Easement over Lot A and any related cost sharing obligations between the Strata Corporation and the North Tower Strata Corporation.”;

- (c) by deleting the second paragraph of subsection (d) in its entirety and replacing it with the following:

“Owners and occupants of the Development will also have access to and use of the North Tower Bike Pavilion located at grade-level in the North Tower and owners and occupants of the North Tower will have reciprocal access to and use of the Secured Bike Stalls in the South Tower Bike Pavilion. It is intended that the shared use of the North Tower Bike Pavilion and the South Tower Bike Pavilion and applicable cost sharing arrangements between the owners of Lot A and Lot B will be subject to the Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements.”;

- (d) by deleting subsection (e) in its entirety and replacing it with the following:

“The Strata Corporation will, upon its formation, be responsible for managing and administering the Development Bicycle/Storage Lockers (and such storage areas containing the Development Bicycle/Storage Lockers) and the Secured Bicycle Stalls and the use thereof (subject to the allocations of Development Bicycle/Storage Lockers to owners of the Strata Lots or North Tower strata lots pursuant to the Master Parking/Storage Agreement and partial assignments thereof) and may adopt rules and regulations relating to same and may elect to operate the Development Bicycle/Storage Lockers (and the storage areas containing the Development Bicycle/Storage Lockers) and the Secured Bicycle Stalls, in such manner as it sees fit, subject to the terms of the Bylaws, and where applicable, the Master Parking/Storage Agreement, the Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements, the Parking Stalls/Storage Lockers Easement over Lot A and/or the Parking Stalls/Storage Lockers Easement over Lot B.

The North Tower Strata Corporation will, upon its formation, be responsible for managing and administering any Lot A Bicycle/Storage Lockers (and such storage areas containing the Lot A Bicycle/Storage Lockers) and the secured bicycle stalls in the North Tower Bike Pavilion and the use thereof (subject to the allocations of Lot A Bicycle/Storage Lockers or other bicycle/storage lockers to owners of the Strata Lots or North Tower strata lots pursuant to the North Tower Master Parking/Storage Agreement and partial assignments thereof) and may adopt rules and regulations relating to same and may elect to operate the any bicycle/storage lockers on the common property of the North Tower Strata Corporation (including any Lot A Bicycle/Storage Lockers and the storage areas containing such bicycle/storage lockers) and any secured bicycle stalls in the North Tower Bike Pavilion, in such manner as it sees fit, subject to the terms of the North Tower Strata Corporation’s bylaws, and where applicable, the North Tower Master Parking/Storage Agreement, the Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements, the Parking Stalls/Storage Lockers Easement over Lot A and/or the Parking Stalls/Storage Lockers Easement over Lot B.”; and



- (e) by deleting subsection (f) thereof in its entirety and replacing it with the following:

“The Developer, or its employees, agents, contractors or other persons authorized by the Developer, will be entitled to use a storage room (the “**Developer’s Storage Room**”) located on Level 4 of the Amenity Facility and identified as “Pool Maintenance” on the Strata Plan, for the storage of materials relating to the Developer’s warranty obligations in connection with the Development and Development #1 and for such other purposes as the Developer may deem necessary or desirable, without interference from the Strata Corporation. Although the Strata Plan will designate the Developer’s Storage Room as Common Property, this designation will be subject to an exclusive use licence granted to the Developer as part of the Common Property Licence, accordingly, during the term of the Common Property Licence, the Strata Corporation and the purchasers of the Strata Lots will not have any right to use the Developer’s Storage Room. Following expiry or earlier termination of the Common Property Licence, the Strata Corporation will be responsible for administering the use of the Developer’s Storage Room.”

11. by inserting the following at the end of the first paragraph under Section 3.11 as the last sentence thereof:

“Pursuant to amendments to the Strata Property Regulation accompanying the *Strata Property Act*, which will come into effect on November 1, 2023, from and after said effective date, the contingency reserve fund will be required to be at least 10% of the budgeted operating expenses after the first annual general meeting of the Strata Corporation.”;

12. by deleting the last sentence of Section 3.12 in its entirety and replacing it with the following:

“The amount anticipated to be contributed by the Developer to the contingency reserve fund is approximately \$62,317.45 which calculates to 5% of the Budget, as required by the *Strata Property Act*.”;

13. by deleting subsection 3.15(a) in its entirety and replacing it with the following:

“The Developer has entered into a management contract with Tribe Management Inc., a copy of which is attached hereto as **Exhibit “M”**, for the provision for strata management services to the Strata Corporation. The selected property management company is licensed as required by British Columbia law.”;

14. by deleting the paragraph under Section 3.17 in its entirety and replacing the paragraph with “Intentionally Deleted”, as the requirement is no longer applicable under the *Real Estate Development Marketing Act*;

15. by inserting the following paragraphs at the end of Section 4.1 as the last paragraphs thereof:

“In accordance with the above-noted descriptions and the Developer’s intention to air space subdivide Lot B (formerly referred to herein as the “Lands”) to create the Lot B Remainder Lands and the Commercial Air Space Parcel and to then subsequently subdivide the Lot B Remainder Lands to create the Strata Lots and Common Property, all prior to conveying the Strata Lots to purchasers, the Developer has applied for subdivision of Lot B and subsequent subdivision of the Lot B Remainder Lands as more particularly described below. On August 2, 2023, the Air Space Subdivision Plan was deposited for registration in the Land Title Office in respect of Lot B and immediately thereafter the Strata Plan was deposited for registration in the Land Title Office in respect of the Lot B Remainder Lands. Accordingly, the Strata Lots are now generally legally described as follows:

Strata Lots 1 – 431  
 Section 22, Block 5 North, Range 2 West, New Westminster District  
 Strata Plan EPS7719

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

As of the date of this Final Amendment, the Air Space Subdivision Plan, the Strata Plan, related strata formation documents and ancillary agreements have been fully registered in the Land Title Office and individual titles to the Strata Lots have been issued. Copies of the related strata documents in final form as registered in the Land Title Office are attached hereto as replacement exhibits, as more particularly described herein. The Development #1 has also subdivided Lot A by way of filing strata plan EPS7718, the strata formation documents and ancillary agreements for the North Tower in the Land Title Office, which have also been fully registered and individual titles to the strata lots in the North Tower have been issued. As such, all references to Lot A herein are now intended to be references to the lands contained in strata plan EPS7718”;

16. by deleting the words “Lot B” in the first sentence of section 4.3 and replacing them with the words “the Strata Lots and/or the Common Property”;
17. by amending Section 4.3(a) as follows:
  - (a) by adding the words “Modified by CB800274” at the end of the first sentence of subsection (ii);
  - (b) by inserting the following to the end of Section 4.3(a) as the last subsections thereof:
    - “(ix) Hereto is annexed Easement CB728688 over Lot A. This legal notation relates to the registration of a reciprocal easement in favour of the registered owner of the Lands, and certain covenants in favour of the City, which easement and covenants form part of the Reciprocal Easement for Building Systems, as described in subsection 4.3(b)(lxv). A copy of this agreement, referred to herein as the Reciprocal Easement for Building Systems Agreement, is attached as **Exhibit “Y”**;
    - (x) Hereto is annexed Easement CB742784 over part of Lot A, as shown on plan EPP115037. This legal notation relates to the registration of a reciprocal easement in favour of the registered owner of the Lands, for the benefit of the Project and for purposes relating to the shared building structures therein, which easement forms part of the Reciprocal Easement for Parking Facility Common Wall, as described in subsection 2.1.2(g). A copy of this agreement, referred to herein as Reciprocal Easement for Parking Facility Common Wall Agreement, is attached as **Exhibit “AA”**;
    - (xi) Hereto is annexed Easement CB800289 over Lot A. This legal notation relates to the registration of an easement in favour of the registered owner of the Lands, for the benefit of the Project for the purposes of, without limitation, the registered owner of the Lands and the registered owner of Lot A sharing in certain access, repair and maintenance rights and obligations with respect to the shared Auto Courtyard, as described in Sections 2.1.2 and 3.7. A copy of this agreement, referred to herein as the Auto Courtyard and Commercial Plaza Easement, is attached as **Exhibit “BB”**;

- (xii) Hereto is annexed Easement CB800292 over Air Space Parcel 1 Air Space Plan EPP115038. This legal notation relates to the registration of an easement in favour of the registered owner of the Lands in favour of the registered owner of the Commercial Air Space Parcel and forms part of the Air Space Easement Agreement further described in Section 4.3(b)(lxxviii) below. A copy of this agreement, referred to herein as the Air Space Easement Agreement, is attached as **Exhibit "X"**;
- (xiii) Hereto is annexed Easement CB800311 over Lot A. This legal notation relates to the registration of an easement against title to Lot A in favour of the registered owner of the Lands, for the benefit of the Project for the purposes of, without limitation, providing the owners, occupants and guests of the Development with shared access to the North Tower Bike Pavilion, as further described in Section 2.1.2(g) and Section 3.9. A copy of this agreement, referred to herein as the North Tower Bike Pavilion / Automated Parcel Lockers / Concierge and Security Desk Easement, is attached as **Exhibit "CC"**;
- (xiv) Hereto is annexed Easement CB800313 over Lot A. This legal notation relates to the registration of an easement and certain covenants registered against title to Lot A in favour of the registered owner of the Lands and the Lot B Users (as defined therein), as set out and more particularly described in the Parking Access Easement over Lot A, a copy of which is attached as **Exhibit "S-1"**; and
- (xv) Hereto is annexed Easement CB800314 over Lot A. This legal notation relates to the registration of a reciprocal easement against title to Lot A, in favour of the registered owner of the Lands, for the benefit of the Project for purposes as set out in the Parking Stalls/Storage Lockers Easement over Lot A and described in Sections 2.1.2(g), 3.7 and 3.9, a copy of which agreement is attached as **Exhibit "R-1"**;

18. by amending Section 4.3(b) as follows:

- (a) by deleting subsections (iii), (v), (vi), (vii), (viii), (ix), (x) and (xi) in their entirety and replacing each with the words "*Intentionally deleted.*";
- (b) by inserting the following to the end of Section 4.3(b) as the last subsections thereof, which describe the new encumbrances which the Developer has caused to be filed against the title to the Strata Lots and/or Common Property since the date of filing of the Fourth Amendment, some of which are pending for full registration by the Land Title Office as of the date of this Final Amendment, as noted below:
  - "(lviii) Easement CB728676 in favour of the registered owners of Lot A. This encumbrance is an easement in favour of the registered owner of Lot A over the area shown in plan EPP115036 (the "**Easement/No-Build Area**"), for the purposes of, without limitation, providing the Lot A Owner and its Users (as each such term is defined in the Access Easement/No Build Covenant) with unobstructed pedestrian access to and egress from the North Tower pursuant to various terms and conditions between the parties as more particularly set out therein and forms part of an access easement and a no-build covenant agreement (the "**Access Easement/No Build Covenant**"). A copy of this agreement, referred to herein as Registered Access Easement/No Build Covenant, is attached as **Exhibit "Z"**;

- (liv) Priority Agreement CB728677. This priority agreement grants Easement CB728676 priority over the HSBC Mortgage;
- (lv) Priority Agreement CB728678. This priority agreement grants Easement CB728676 priority over the Aviva Mortgage;
- (lvi) Covenant CB728679. This encumbrance is a covenant pursuant to section 219 of the *Land Title Act* in favour of the City which, *inter alia*, restricts construction of any buildings or improvements (except those comprising part of the Parking Facility) within the Easement/No-Build Area and forms part of the Access Easement/No Build Covenant;
- (lvii) Priority Agreement CB728680. This priority agreement grants Covenant CB728679 priority over the HSBC Mortgage;
- (lviii) Priority Agreement CB728681. This priority agreement grants Covenant CB728679 priority over the Aviva Mortgage;
- (lix) Covenant CB728682. This encumbrance is a covenant pursuant to section 219 of the *Land Title Act* in favour of the City whereby the registered owners of Lot A and Lot B agree that the Easement/No-Build Area is required for special separation between the Development and Development #1, and forms part of the Access Easement/No Build Covenant;
- (lx) Priority Agreement CB728683. This priority agreement grants Covenant CB728682 priority over the HSBC Mortgage;
- (lxi) Priority Agreement CB728684. This priority agreement grants Covenant CB728682 priority over the Aviva Mortgage;
- (lxii) Covenant CB728685. This encumbrance is a covenant pursuant to section 219 of the *Land Title Act* in favour of the City, and forms part of the Access Easement/No Build Covenant;
- (lxiii) Priority Agreement CB728686. This priority agreement grants Covenant CB728685 priority over the HSBC Mortgage;
- (lxiv) Priority Agreement CB728687. This priority agreement grants Covenant CB728685 priority over the Aviva Mortgage;
- (lxv) Easement CB728691 in favour of the registered owners of Lot A. This encumbrance is an easement for the benefit of the Project, and forms part of the Registered Reciprocal Easement for Building Systems, for purposes as described therein, including, without limitation, allowing the Lot A Owner and the Lot B Owner to share in certain access, repair and maintenance rights and obligations with respect to the various shared building systems in the Project, all of which serve the North Tower and the South Tower and the interconnected components thereof, including to provide for shared support, life safety and fire protection systems and fire department access, and certain cost sharing obligations with respect thereto, a copy of which agreement is attached as **Exhibit "Y"**;
- (lxvi) Priority Agreement CB728692. This priority agreement grants Covenant CB728691 priority over the HSBC Mortgage;

- (Ixxvii) Priority Agreement CB728693. This priority agreement grants Covenant CB728691 priority over the Aviva Mortgage;
- (Ixxviii) Covenant CB728694. This is a covenant pursuant to section 219 of the *Land Title Act* granted in favour of the City, and forms part of the Reciprocal Easement for Shared Building Systems;
- (Ixxix) Priority Agreement CB728695. This priority agreement grants Covenant CB728694 priority over the HSBC Mortgage;
- (Ixxx) Priority Agreement CB728696. This priority agreement grants Covenant CB728694 priority over the Aviva Mortgage;
- (Ixxxi) Covenant CB728697. This is a covenant pursuant to section 219 of the *Land Title Act* granted in favour of the City, and forms part of the Registered Reciprocal Easement for Shared Building Systems Easement, for the benefit of the Project;
- (Ixxxii) Priority Agreement CB728698. This priority agreement grants Covenant CB728697 priority over the HSBC Mortgage;
- (Ixxxiii) Priority Agreement CB728699. This priority agreement grants Covenant CB728697 priority over the Aviva Mortgage;
- (Ixxxiv) Easement CB742785 in favour of the registered owner of Lot A. This encumbrance is a reciprocal easement agreement for the benefit of the Project, and forms part of the Agreement pertaining to a shared wall structure within the interconnected parking facility, and provides certain access, repair and maintenance rights, obligations and related cost sharing obligations with respect thereto, which easement forms part of the Reciprocal Easement for Parking Facility Common Wall, as described in subsection 2.1.2(g). A copy of this agreement, referred to herein as Reciprocal Easement for Parking Facility Common Wall Agreement, is attached as **Exhibit "AA"**;
- (Ixxxv) Modifications and Priority Agreements CB800277 to CB800282 respectively, form part of a single agreement which includes a modification agreement for the purposes of providing certain amendments to the Reciprocal Amenity Use and Cost Sharing Agreement, for the benefit of the Project, as described therein and in Section 2.1.2(g), and includes the related priority agreements with respect thereto, a copy of which agreement is attached as **Exhibit "Q-1"**;
- (Ixxxvi) Lease CB800288 is the roof lease over that part shown in plan EPP130370, as described in Section 1.6(e), a copy of which agreement is attached as **Exhibit "N"**;
- (Ixxxvii) Easement CB800290 in favour of the registered owner of Lot A. This encumbrance is a reciprocal easement agreement for the benefit of the Project, and forms part of the Auto Courtyard and Commercial Plaza Easement, as described in Sections 2.1.2 and 3.7, a copy of which agreement is attached as **Exhibit "BB"**;
- (Ixxxviii) Easements, Covenant, Statutory Right of Way and Priority Agreements CB800295 to CB800309 respectively, form part of the Air Space Easement Agreement, which includes reciprocal easements between the

registered owner of the Lands and the registered owner of the Commercial Air Space Parcel addressing, without limitation, reciprocal access between, support of and services for the Development and the Commercial Component, including, without limitation, certain shared components of the Project and any common utility systems, mechanical, electrical, maintenance, repair, improvements, as well as access to and use of certain areas within one parcel for the benefit of the other parcel and vice versa, including, without limitation, an easement in favour of the Commercial Air Space Parcel over the Commercial Stalls and the Shared Large-Vehicle Loading Stall on the Auto Courtyard, and any applicable cost sharing agreements in relation to same, all as more particularly set out in the Air Space Easement Agreement and described in, without limitation, Sections 1.6(f), 2.1.2, 3.7 and 7.4 hereof. The Air Space Easement Agreement also includes a covenant pursuant to section 219 of the *Land Title Act* and a statutory right of way pursuant to section 218 of the *Land Title Act*, each granted in favour of the City and as required by the City. A copy of the Air Space Easement Agreement is attached as **Exhibit "X"**;

- (lxxix) Easement CB800312 in favour of the registered owner of the Lot A. This encumbrance is a reciprocal easement agreement for the benefit of the Project for the purposes of, without limitation, providing the owners, occupants and guests of the North Tower with shared access to the Concierge & Security Services, Concierge Desk and Automated Parcel Lockers located in the Common Property, as described in Section 2.1.2. A copy of this agreement, referred to herein as the North Tower Bike Pavilion / Automated Parcel Lockers / Concierge and Security Desk Easement, is attached as **Exhibit "CC"**; and
- (lxxx) Easement CB800315 in favour of the registered owner of Lot A. This encumbrance is a reciprocal easement agreement for the benefit of the Project, and forms part of the Parking Stalls/Storage Lockers Easement over Lot B, as described in Sections 2.1.2(g), 3.7 and 3.9, a copy of which agreement is attached as **Exhibit "R"**;

19. by amending section 4.4 as follows:

- (a) by deleting the paragraphs under subsections 4.4(b), (g), (h), (i), (n) and (o) in their entirety and replacing them with "*Intentionally deleted.*"; and
- (b) by deleting subsection (e) in its entirety and replacing it with the following: "As of the date of this Final Amendment, the Developer intends to imminently proceed with filing the Party Wall Agreement in the Land Title Office, a copy of which is attached as **Exhibit "DD"**";

20. by deleting the second and third paragraphs of Section 5.1 in their entirety and replacing them with the following:

"Construction of the Development completed on or about August 4, 2023, upon which date the City issued Provisional Occupancy Permits for the Development.";

21. by deleting the second paragraph of Section 6.1 in its entirety, and inserting the following as the last paragraph thereof:

"As of the date of this Final Amendment, Provisional Occupancy Permits have been issued for the Development, as described in Section 5.1.";

22. by deleting the words “Spagnuolo & Company Real Estate Lawyers” in Section 7.1 and replacing them with “Spagnuolo & Company LLP”;
23. by deleting the words “**Exhibit “L-2”**” in Section 7.2.1 and replacing them with “**Exhibit “L”**”;
24. by amending Section 7.2.2 as follows:
- (a) by deleting subsection (a) thereof in its entirety and replacing it with the following:
- (b) by deleting subsections (b), (c), (e), (h), (i) and (j) in their entirety and replacing each with the words “*Intentionally deleted.*”;
25. by amending Section 7.2.3 as follows:
- (c) by deleting subsection 7.2.3(3) and replacing it with the following:

“Notwithstanding paragraphs 7.1(a) through (f) of the Agreement of Purchase and Sale, the Purchaser may only assign the Purchaser's interest in the Strata Lot or in the Agreement of Purchase and Sale or direct the transfer of the Strata Lot to any other or additional party with the written consent of the Vendor which consent may be arbitrarily withheld by the Vendor and unless the Vendor so consents the Vendor shall not be required to convey the Strata Lot to anyone other than the Purchaser named therein. If, following the Purchaser's delivery to the Vendor of the Prescribed Information and Records required by the Vendor pursuant to REDMA and the REDMA Regulation, as set out in paragraphs 7.1(b) and (c) of the Agreement of Purchase and Sale, and thereafter with the consent of the Vendor, the Purchaser assigns the Purchaser's interest in the Strata Lot or the Agreement of Purchase and Sale or directs the transfer of the Strata Lot to any other or additional party, the Purchaser will pay to the Vendor (i) an assignment fee in the amount of three percent (3%) of the Purchase Price referred to in paragraph 1.01 of Part 1 of the Agreement of Purchase and Sale, plus GST and all applicable taxes (the “**Assignment Fee**”), and (ii) all applicable filing, registration, legal and administration fees (collectively, the “**CSAIR Fees**”) to compensate the Vendor for legal, administrative and related costs in connection with filing a report to register such assignment in the Condo and Strata Assignment Integrity Register (“**CSAIR**”), except that such handling charge will be reduced to Five Hundred Dollars (\$500.00), plus GST and applicable CSAIR Fees, if the assignee is the Purchaser's spouse, parent, child, grandparent or grandchild.

Any purchaser seeking the Vendor's consent to an assignment must give the Vendor at least fourteen (14) days' written notice of such request prior to submitting the written form of assignment agreement for the Vendor's consideration.

Without limiting the Vendor's discretion to approve or condition any assignment, the Vendor's consent to an assignment of the Purchaser's interest in the Agreement of Purchase and Sale is subject to the Purchaser satisfying the following conditions:

- (i) the Purchaser or the assignee has provided to the Vendor the applicable Assignment Fee and CSAIR Fees payable in accordance with paragraph 7.1(h) of the Agreement of Purchase and Sale in respect of such assignment;

- (ii) the Purchaser has provided the Vendor with all Prescribed Information and Records in respect of the Purchaser, the proposed assignee and any other party in connection with the Purchaser's request for consent to the assignment which may be necessary in order for the Vendor to consider the request, as determined by the Vendor, including the information and records necessary or desirable to enable the Vendor to fully comply with all requirements of all applicable laws as amended from time to time, including the provisions of REDMA.
- (iii) the Purchaser has delivered or caused to be delivered to the Vendor any additional documents the Vendor may require from the Purchaser, the proposed assignee and any other party in connection with the Purchaser's request for consent to the assignment; and
- (iv) the Purchaser, the proposed assignee and any other applicable party have executed and delivered to the Vendor, an assignment and assumption agreement satisfactory to the Vendor in form and content.

Notwithstanding paragraphs 7.1(a) through (f) of the Agreement of Purchase and Sale, the Vendor will not consider any request for consent if:

- (a) made after that date which is sixty (60) days prior to the Completion Date;
- (b) the Vendor has previously consented to an assignment by the Purchaser; or
- (c) the Purchaser has not complied with the marketing restrictions set out in paragraph 8.1 of the Agreement of Purchase and Sale.

No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or the Agreement of Purchase and Sale or direction of transfer to any other person shall have the effect of releasing the Purchaser from any of the Purchaser's obligations or liabilities under the Agreement of Purchase and Sale."; and

- (d) by deleting subsection 7.2.4 (b) through (e) and replacing them with the following:
  - "(b) If the Purchaser fails to complete the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit together with interest accrued thereon (less the Stakeholder's reasonable administration fee) shall be paid by the Stakeholder to the Vendor forthwith; and
  - (c) If the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with the interest accrued thereon (less the Stakeholder's reasonable administrative fee) shall be paid by the Stakeholder to the Purchaser.";

26. by inserting the following new item 13 in Section 7.4(a) immediately after item 12:

"13 the Commercial Stalls Agreement";

27. by inserting in the first sentence of Section 7.4(e) the words "the North Tower or any future development of the Developer or Developer and/or Related Developers" immediately following the words "South Tower" in both instances they appear;



28. by deleting Section 7.4(g) and replacing it with the following:

“Owners of the Strata Lots and owners of the strata lots in the North Tower, and owners of the Strata Lots and owners of the Commercial Component, will share certain expenses in respect of operating, maintaining and repairing the Project on an equitable basis, and with respect to shared use of any common areas, utility systems and facilities, or certain other components of the Development, as set forth in one or more easement and cost sharing agreements, including, without limitation, the Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements, the Reciprocal Shared Project Facilities Use and Cost Sharing Agreements, the Shared Parking Facility Easements and the Air Space Easement Agreement. Included within such agreements will be the easements over Lot B, or the South Tower Remainder Lands, as may be required over certain parking stalls and/or storage lockers to be allocated for shared or exclusive use by the North Tower, or shared use by the Commercial Component, as applicable, and as more particularly described in Sections 3.7, 3.9 and 4.3. Such expenses may include, for example, costs associated with certain shared use areas, utility systems, landscaping and courtyard maintenance, repairing parking gates, maintaining drive ramps, drive aisles, etc. The terms upon which such expenses are shared are set forth in such easements and cost sharing agreements.”;

29. by deleting Section 7.4(h) and replacing it with the following:

“The Development will be part of a comprehensive development that includes ground floor commercial/retail premises adjacent to the South Tower, which is currently anticipated to contain a restaurant in the Commercial Air Space Parcel, but in future may contain retail, office or other uses permitted in the future, that will or may involve the emission of odours, noise from service and delivery vehicles, loading bay usage, business hours which may include operations up to 24 hours per day, commercial pedestrian and vehicular traffic, idling vehicles, garbage compactor operation, rooftop HVAC operation and other activities associated with such retail and office uses.”;

30. by deleting Exhibit “C” titled “Proposed Strata Plan – Revised” in its entirety and replacing it with the “**Exhibit “C”** Registered Strata Plan EPS7719” attached to this Final Amendment;
31. by deleting Exhibit “D” titled “Proposed Form V – Schedule of Unit Entitlement – Revised” in its entirety and replacing it with the “**Exhibit “D”** Registered Form V – Schedule of Unit Entitlement” attached to this Final Amendment;
32. by deleting Exhibit “E” titled “Estimated Operating Budgets – Revised” in its entirety and replacing it with the “**Exhibit “E”** Final Estimated Operating Budgets” attached to this Final Amendment;
33. by deleting Exhibit “F” titled “Estimated Monthly Maintenance Fees per Strata Lot – Revised” in its entirety and replacing it with the “**Exhibit “F”** Final Estimated Monthly Maintenance Fees per Strata Lot” attached to this Final Amendment;
34. by deleting Exhibit “G” titled “Proposed Form Y (Owner Developer’s Notice of Different Bylaws)” in its entirety and replacing it with the “**Exhibit “G”** Registered Form Y (Owner Developer’s Notice of Different Bylaws)” attached to this Final Amendment;
35. by deleting Exhibit “H” titled “Proposed Form of Master Parking/Storage Agreement – Revised” in its entirety and replacing it with the “**Exhibit “H”** Final Master Parking/Storage Agreement” attached to this Final Amendment;

36. by deleting Exhibit "I" titled "Proposed Form of Partial Assignment of Master Parking/Storage Agreement – Revised" in its entirety and replacing it with the "**Exhibit "I"** Final Partial Assignment of Master Parking/Storage Agreement" attached to this Final Amendment;
37. by removing "**Exhibit "J"** Rental Disclosure Statement in its entirety (as it is no longer applicable);
38. by deleting Exhibit "L-2" titled "Form of Agreement of Purchase and Sale" in its entirety and replacing it with the "**Exhibit "L"** Final Form of Agreement of Purchase and Sale" attached to this Final Amendment, for the Developer's use as of the date of this Final Amendment in connection with any unsold Strata Lots;
39. by deleting Exhibit "M" titled "Proposed Form of Management Agreement – Revised" in its entirety and replacing it with the "**Exhibit "M"** Final Management Agreement" attached to this Final Amendment;
40. by deleting Exhibit "N" titled "Proposed Form of Roof Lease" in its entirety and replacing it with the "**Exhibit "N"** Registered Roof Lease" attached to this Final Amendment;
41. by inserting "**Exhibit "Q-1"** Modification of Reciprocal Amenity Use and Cost Sharing Agreement", attached to this Final Amendment, immediately following Exhibit "Q";
42. by deleting Exhibit "R" titled "Draft Parking Stalls/Storage Lockers Easement over Lot B – Revised" and replacing it with the "**Exhibit "R"** Registered Parking Stalls/Storage Lockers Easement over Lot B (except ASP 1)" attached to this Final Amendment;
43. by inserting "**Exhibit "R-1"** Registered Parking Stalls/Storage Lockers Easement over Lot A", attached to this Final Amendment, immediately following Exhibit "R";
44. by inserting "**Exhibit "S-1"** Registered Parking Access Easement over Lot A", attached to this Final Amendment, immediately following Exhibit "S";
45. by deleting "Exhibit "T" Common Property Licence Agreement" in its entirety and replacing it with the "**Exhibit "T"** Final Common Property Licence Agreement", attached to this Final Amendment;
46. by deleting "Exhibit "V" Definitions and Exhibits (as amended)" in its entirety and replacing it with the "**Exhibit "V"** Final Definitions and Exhibits", attached to this Final Amendment;
47. by inserting "**Exhibit "W"** Registered Air Space Subdivision Plan and Final Colour Overlays"; attached to this Final Amendment, immediately following Exhibit "V";
48. by inserting "**Exhibit "X"** Registered Air Space Easement Agreement"; attached to this Final Amendment, immediately following Exhibit "W";
49. by inserting "**Exhibit "Y"** Registered Reciprocal Easement for Building Systems"; attached to this Final Amendment, immediately following Exhibit "X";
50. by inserting "**Exhibit "Z"** Registered Access Easement/No Build Covenant over part of Lot B"; attached to this Final Amendment, immediately following Exhibit "Y";
51. by inserting "**Exhibit "AA"** Registered Reciprocal Easement for Parking Facility Common Wall"; attached to this Final Amendment, immediately following Exhibit "Z";
52. inserting "**Exhibit "BB"** Registered Auto Courtyard and Commercial Plaza Easement"; attached to this Final Amendment, immediately following Exhibit "AA";

53. by inserting "**Exhibit "CC"** Registered North Tower Bike Pavilion / Automated Parcel Lockers / Concierge and Security Desk Easement"; attached to this Final Amendment, immediately following Exhibit "BB";
54. by inserting "**Exhibit "DD"** Final Party Wall Agreement", attached to this Final Amendment, immediately following Exhibit "CC"; and
55. by inserting "**Exhibit "EE"** Final Co-operative Carsharing Agreement", attached to this Final Amendment, immediately following Exhibit "DD".

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

DEEMED RELIANCE

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

DECLARATION

The foregoing statements disclose without misrepresentation, all material facts relating to the South Tower referred to in the Disclosure Statement as required by the *Real Estate Development Marketing Act* of British Columbia as of August 15, 2023.

Signed this 15th day of August, 2023.

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

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


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

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

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

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

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

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

**EXHIBIT "C"**

**REGISTERED STRATA PLAN EPS 7719**

[See Attached]

**STRATA PLAN OF LOT B, SECTION 22,  
BLOCK 5 NORTH, RANGE 2 WEST,  
N.W.D, PLAN EPP79101, EXCEPT:  
AIR SPACE PLAN EPP115038**

SHEET 1 OF 64 SHEETS  
**STRATA PLAN EPS7719**

"CITY OF SURREY"  
B.C.G.S. 92G.016

"UNIVERSITY DISTRICT SOUTH"  
SOUTH TOWER: 10448 UNIVERSITY DRIVE  
TOWNHOUSES: 10468 UNIVERSITY DRIVE  
AMENITY BUILDING: 10428 UNIVERSITY DRIVE  
SURREY, B.C.



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:600

**THIS PLAN LIES WITHIN  
INTEGRATED SURVEY AREA  
No. 1 (CITY OF SURREY)  
NAD 83 (CSRS) 4.0.0.BC.1.MVRD**

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS 92H0889 AND 92H0891

THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.99999115. THE COMBINED FACTOR HAS BEEN DETERMINED BASED ON GEODETIC CONTROL MONUMENTS 92H0889 AND 92H0891

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS 92H0889 AND 92H0891 ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

ELEVATIONS SHOWN ARE IN METRES TO THE CVD28GVRD (2005) DATUM DERIVED FROM THE CITY OF SURREY CONTROL MONUMENT 92H0889, ELEVATION=81.460 METRES

**LEGEND**

- ▲ - DENOTES CONTROL MONUMENT FOUND
- - DENOTES STANDARD IRON POST FOUND
- - DENOTES LEAD PLUG FOUND
- EL. - DENOTES ELEVATION
- No. or #- DENOTES NUMBER
- SL. - DENOTES STRATA LOT
- PT. - DENOTES PART
- COR. - DENOTES CORRIDOR
- P/L - DENOTES PROPERTY LINE
- N.P.S. - DENOTES NOT PART OF STRATA PLAN
- PCL. - DENOTES PARCEL
- ⊙ - DENOTES COMMON PROPERTY
- ⓔ - DENOTES ELECTRICAL ROOM BEING COMMON PROPERTY
- Ⓜ - DENOTES MECHANICAL SPACE BEING COMMON PROPERTY
- Ⓥ - DENOTES VENT BEING COMMON PROPERTY
- Ⓟ - DENOTES PATIO BEING LIMITED COMMON PROPERTY FOR THE EXCLUSIVE USE OF SL. 1 TYPICAL
- Ⓟ - DENOTES BALCONY BEING LIMITED COMMON PROPERTY FOR THE EXCLUSIVE USE OF SL. 9 TYPICAL
- Ⓟ - DENOTES ROOF DECK BEING LIMITED COMMON PROPERTY FOR THE EXCLUSIVE USE OF SL. 423 TYPICAL

CERTAIN PARTS OF THE BUILDINGS SHOWN HEREON ARE NOT WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN AND APPROPRIATE AND NECESSARY EASEMENTS OR OTHER INTERESTS ARE REQUIRED TO PROVIDE FOR THESE ENCROACHMENTS.

THE BUILDINGS INCLUDED IN THIS STRATA PLAN HAVE NOT BEEN PREVIOUSLY OCCUPIED.

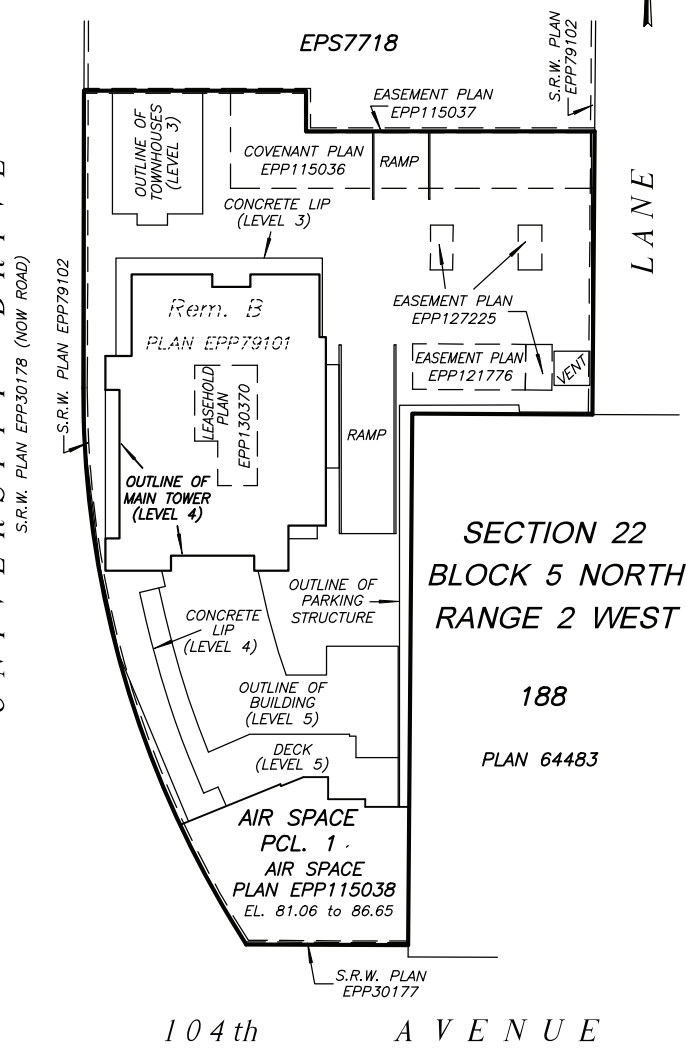
THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S) AND ARE SET ALONG THE PRODUCTION OF THE PROPERTY BOUNDARY UNLESS OTHERWISE NOTED.

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # 30870-35  
FILE # 30870-35\_FS  
DATE : JULY 13, 2023

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 7th DAY OF JULY, 2023.  
ROBERT ADRIAENSEN, BCLS #972

UNIVERSITY DRIVE



SEE SHEET #2 FOR BOUNDARY DIMENSIONS  
SEE SHEET #3, #4 AND #5 FOR BUILDING LOCATION AND DIMENSIONS

**NOTE:**  
LIMITED COMMON PROPERTIES ARE DEFINED AS TO HEIGHT BY THE CENTER OF THE FLOOR OR ITS EXTENSION AND THE CENTER OF THE CEILING ABOVE OR ITS EXTENSION OR WHERE THERE IS NO CEILING ABOVE, BY THE AVERAGE HEIGHT OF SINGLE-LEVEL STRATA LOTS AND SINGLE LEVEL PART STRATA LOTS OF STRATA PLAN EPS7719

**NOTE:**  
ALL STRATA LOT BOUNDARIES ARE PARALLEL OR PERPENDICULAR TO GRID BEARING 90°00'00" UNLESS OTHERWISE SHOWN.

**NOTE:**  
STRATA LOT BOUNDARIES ARE DEFINED AS:  
- 0.025 METRES (ONE INCH) INWARD FROM THE EXTERIOR FACE OF THE WALLS; EXCEPT WHERE THE STRATA LOT ADJOINS CENTRAL STAIRS, LOBBY AND OTHER STRATA LOTS, IN WHICH CASE THE CENTERLINE OF THE STRUCTURAL WALLS IS USED.  
- CENTERLINE OF FLOORS AND CEILINGS.

**THIS PLAN LIES WITHIN THE  
METRO VANCOUVER REGIONAL DISTRICT**

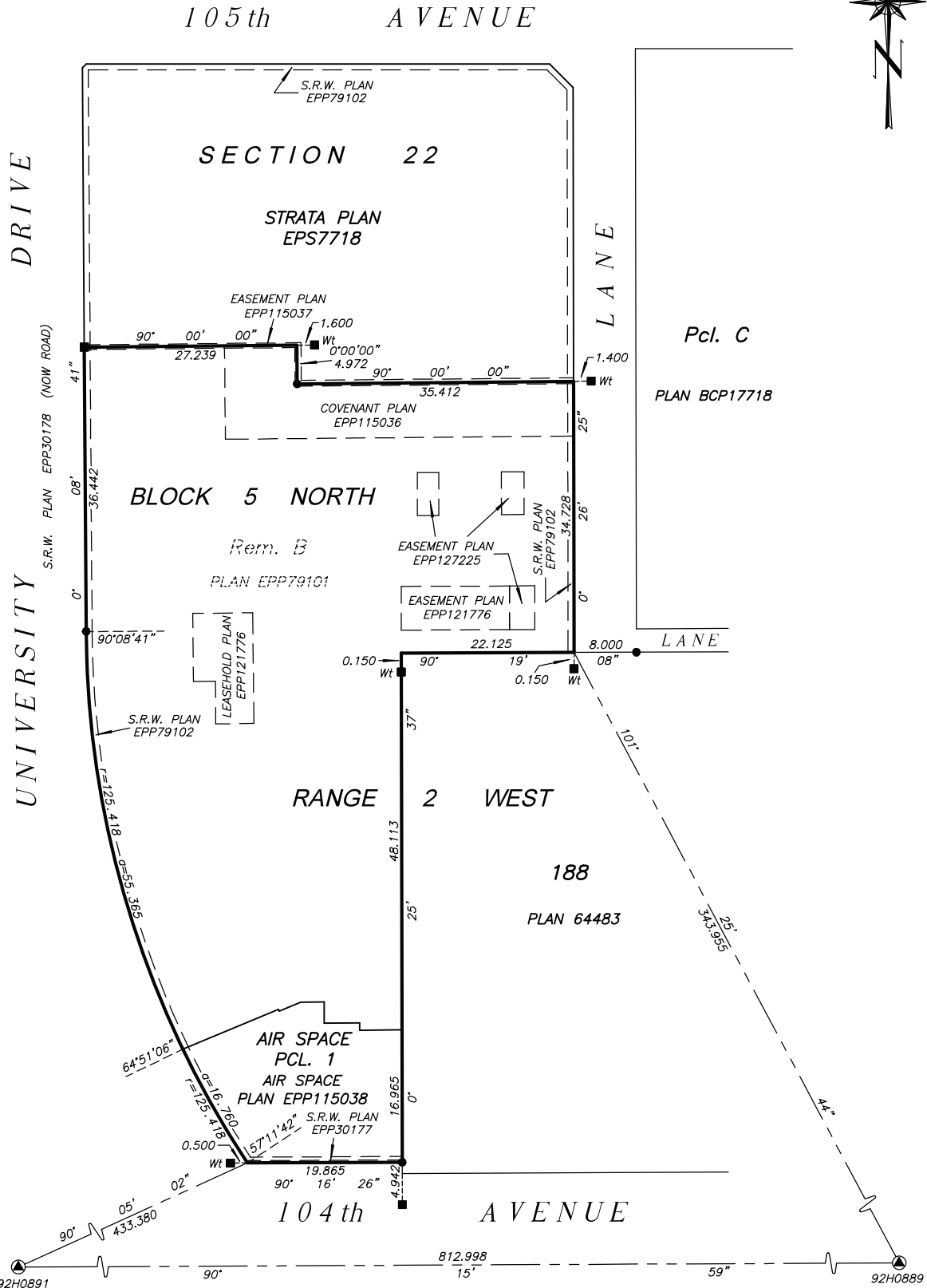
# BOUNDARY DIMENSIONS

# STRATA PLAN EPS7719



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:500

ALL DISTANCES ARE IN METRES.



DATUM: NAD83 (CSRS) 4.0.0.BC.1.MVRD, UTM ZONE 10.			
CONTROL MONUMENT	NORTHING	EASTING	ESTIMATED ABSOLUTE ACCURACY
92H0889	5448782.606	511281.259	±0.01
92H0891	5448786.384	510468.602	±0.01

NOTE: FOR MAPPING PURPOSES ONLY.

**BUILDING LOCATION  
AND DIMENSIONS**

ELEVATION TO 81.06



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

**STRATA PLAN EPS7719**

SHEET 3 OF 64 SHEETS



UNIVERSITY

S.R.W. PLAN EPP30178 (NOW ROAD)

DRIVE

SECTION 22

Rem. B

PLAN EPP79101

BLOCK 5 NORTH

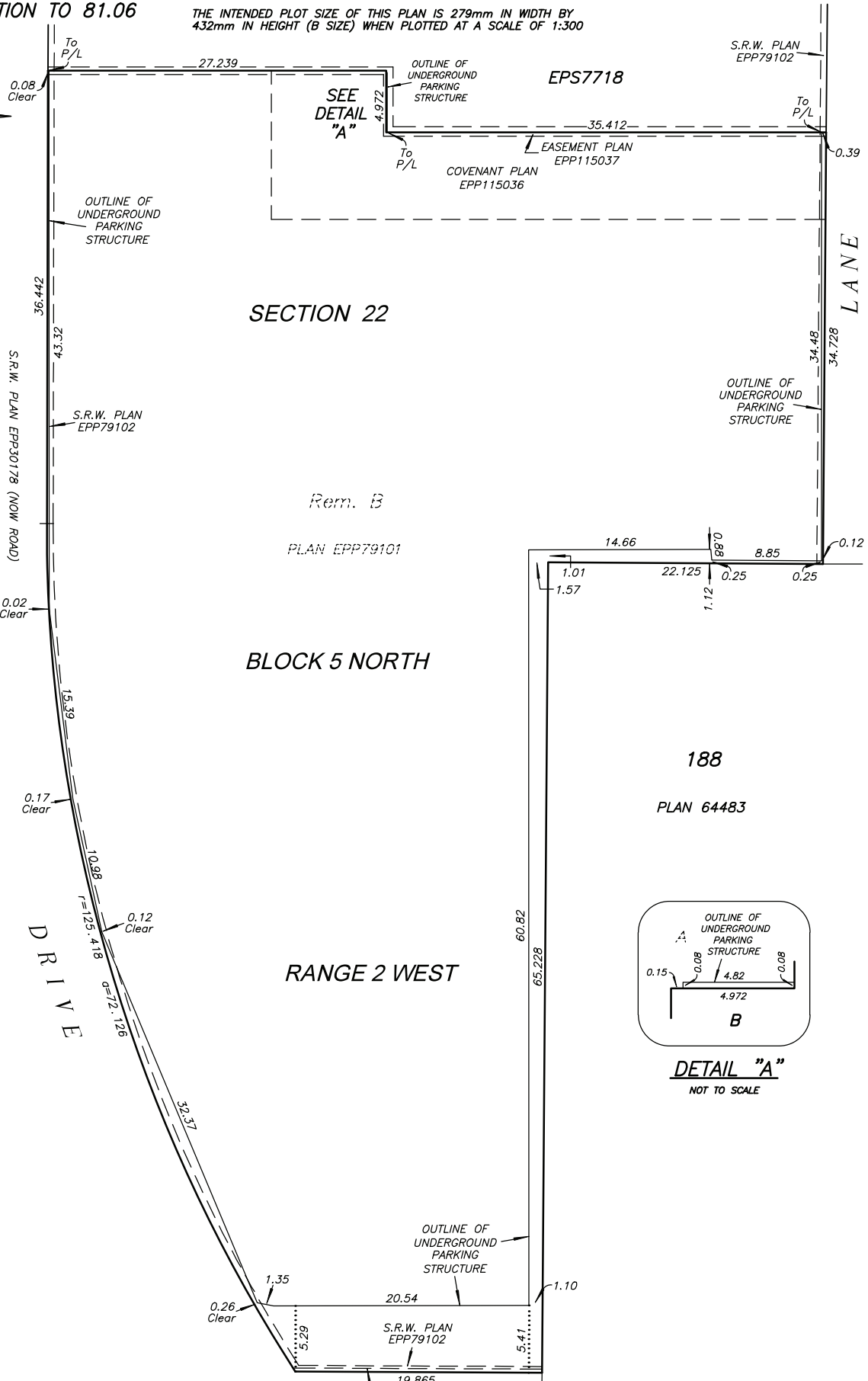
RANGE 2 WEST

188

PLAN 64483

**DETAIL "A"**

NOT TO SCALE





# BUILDING LOCATION AND DIMENSIONS

ELEVATION FROM 81.06 TO 86.65



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

# STRATA PLAN EPS7719

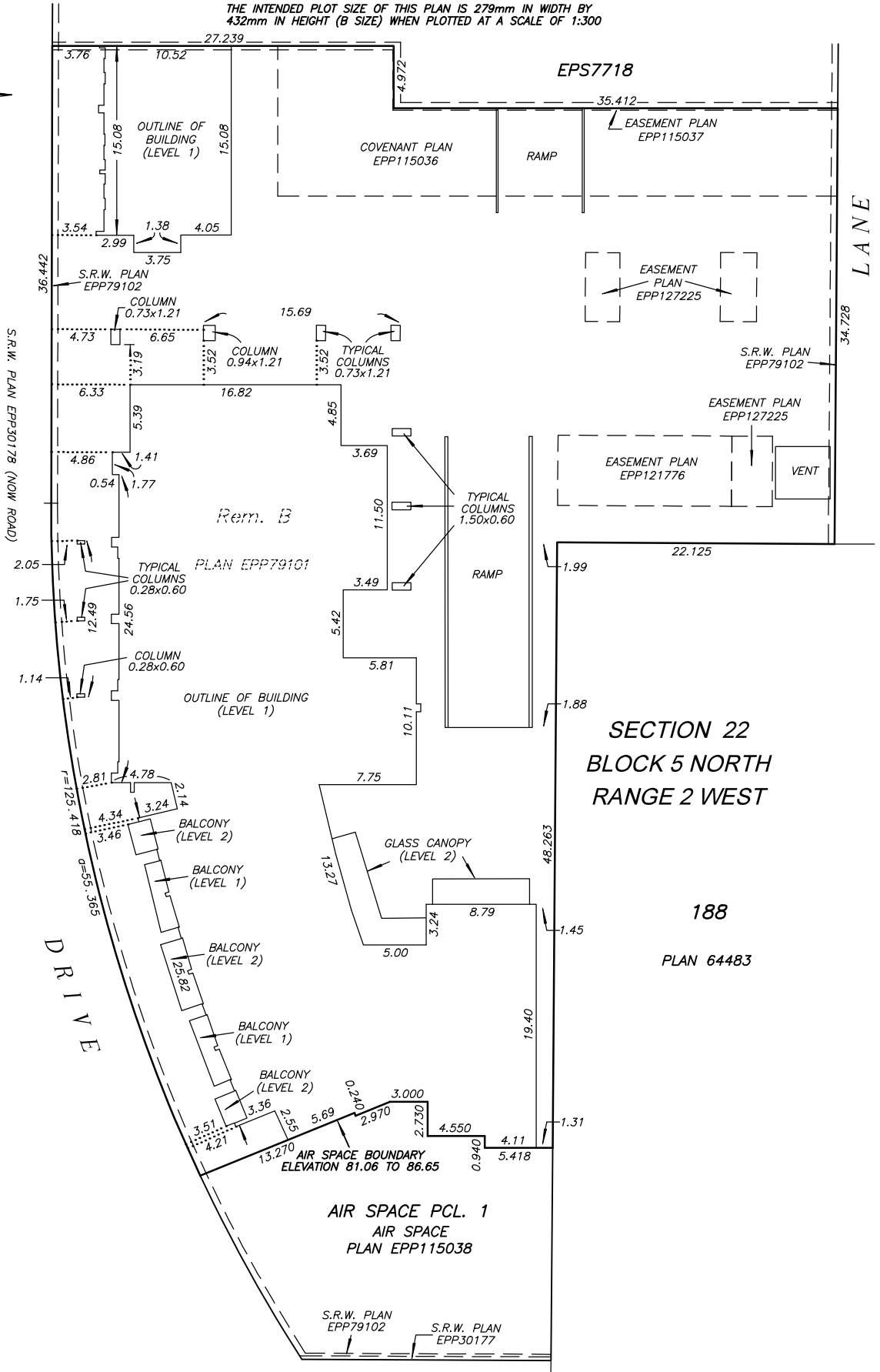


UNIVERSITY

S.R.W. PLAN EPP30178 (NOW ROAD)

DRIVE

LANE





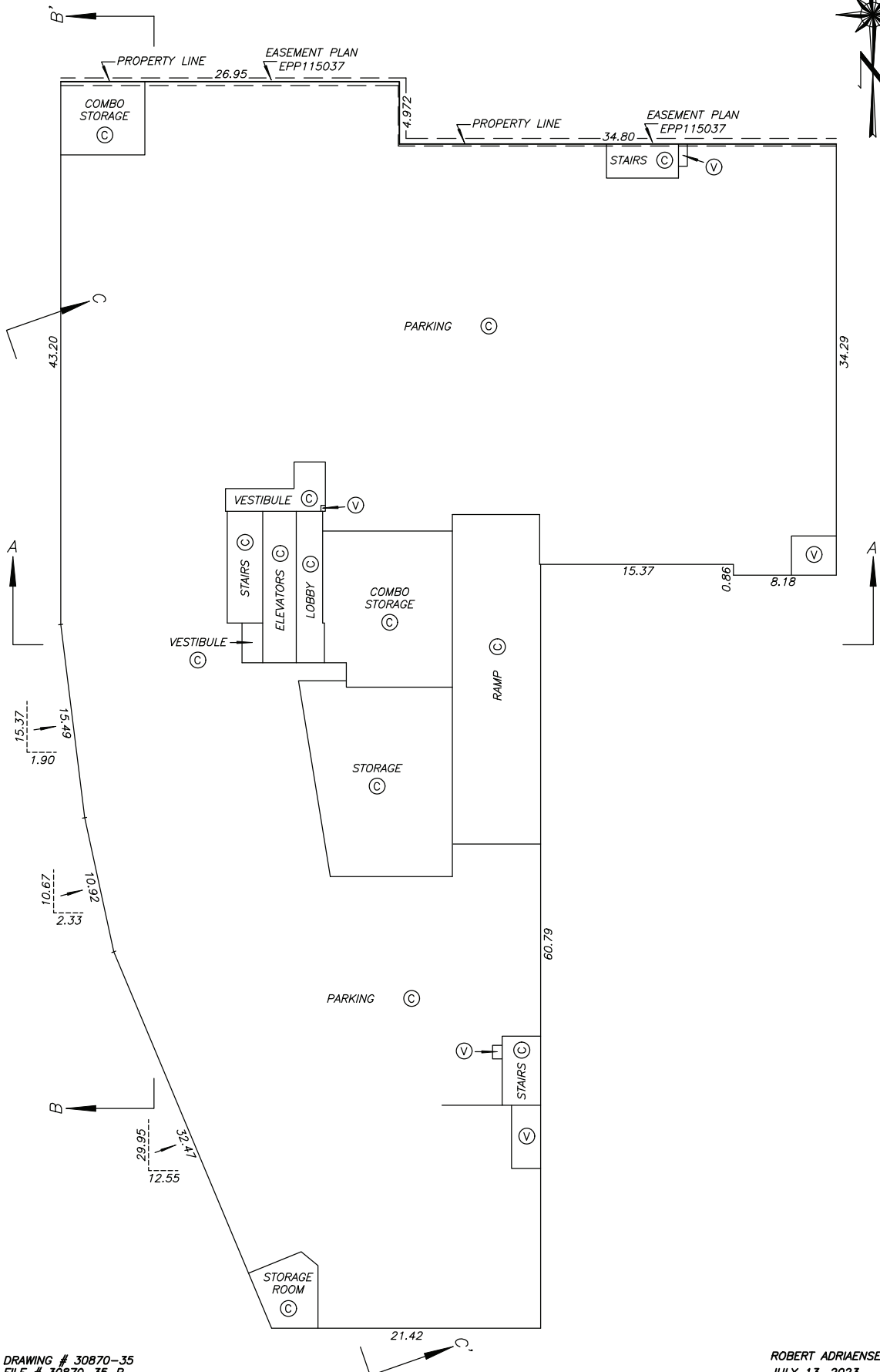
# PARKING LEVEL P5 FLOOR PLAN

# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300



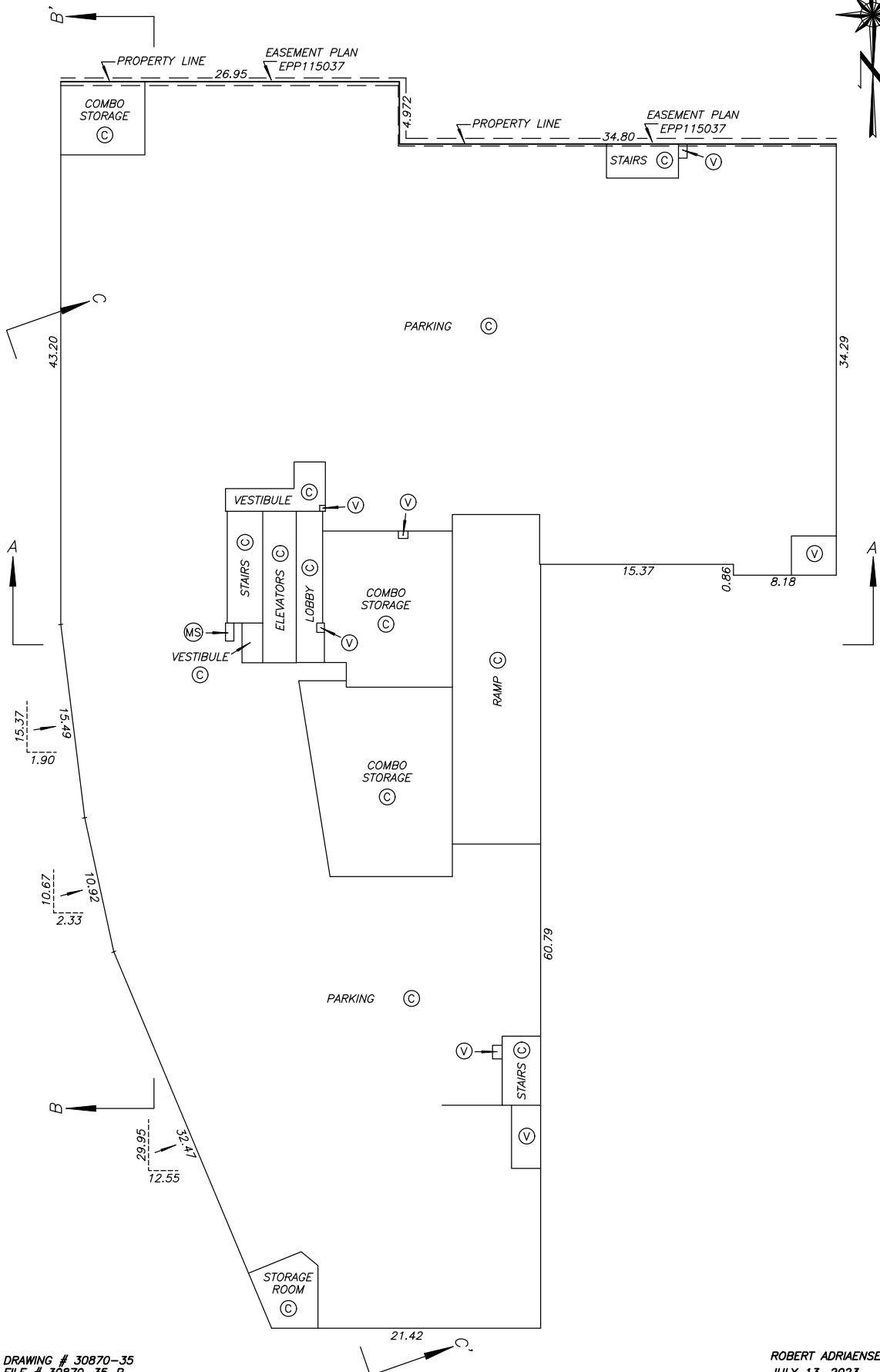
# PARKING LEVEL P4 FLOOR PLAN

# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300



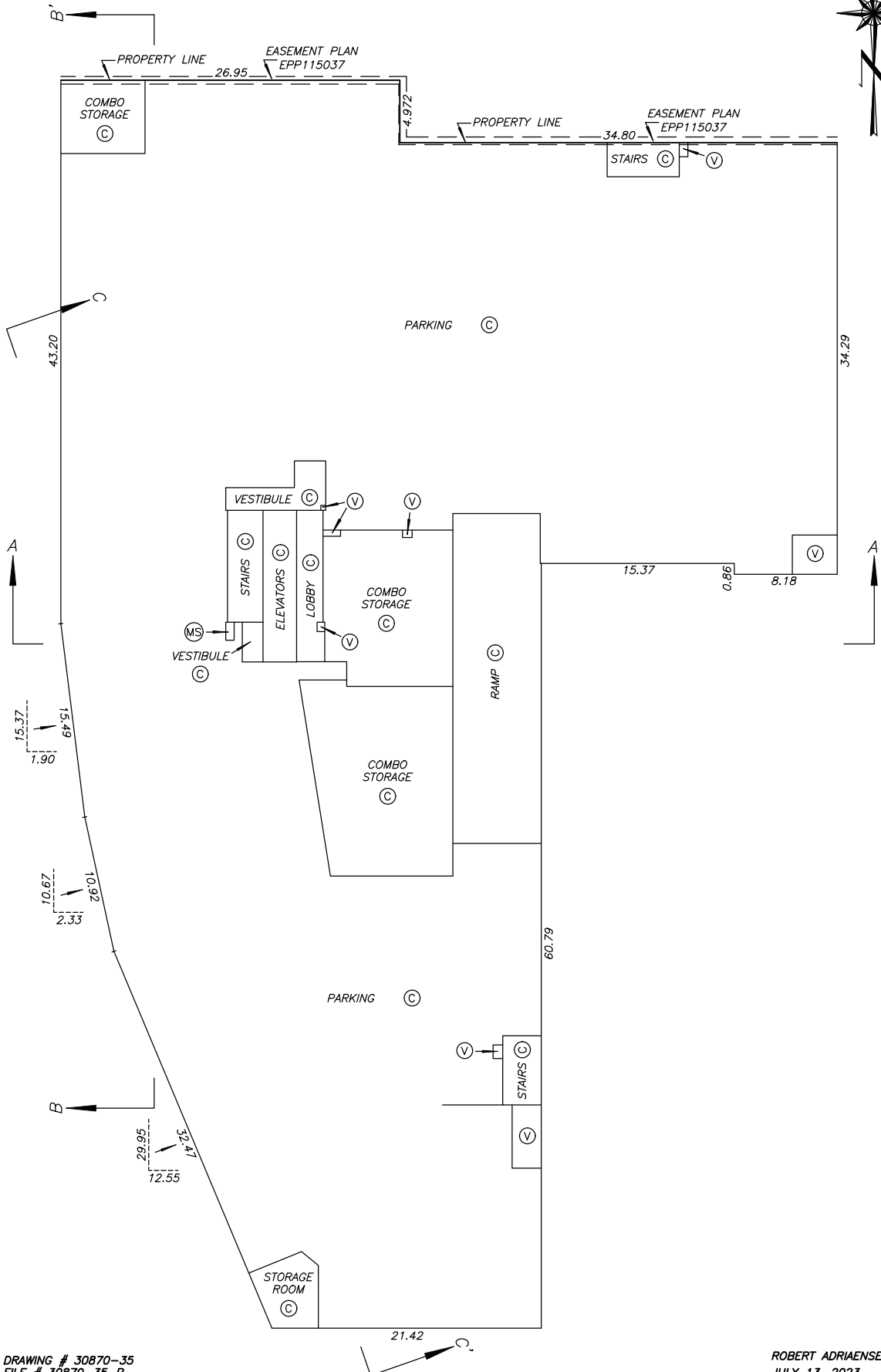
# PARKING LEVEL P3 FLOOR PLAN

# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

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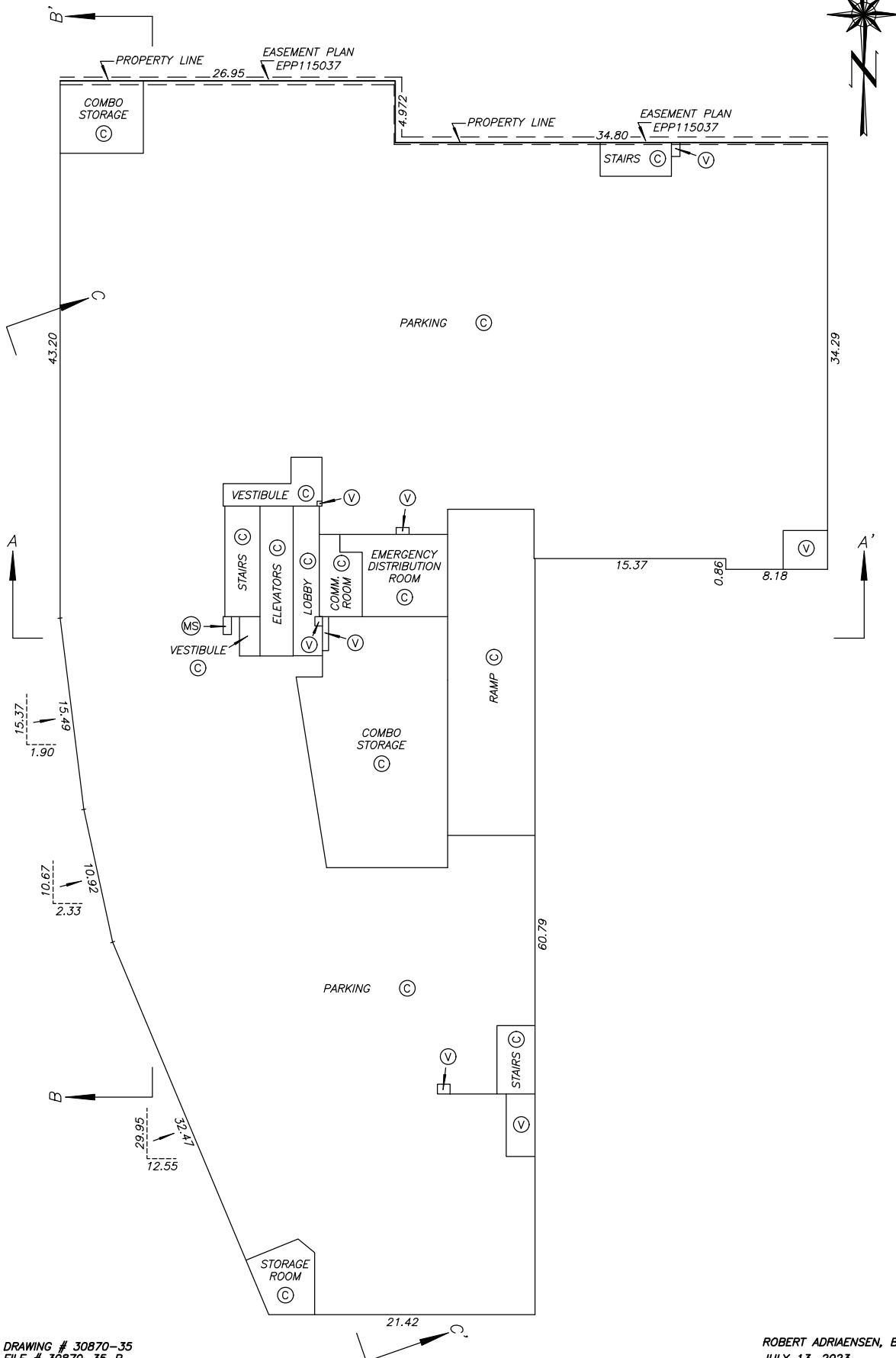
# PARKING LEVEL P2 FLOOR PLAN

# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

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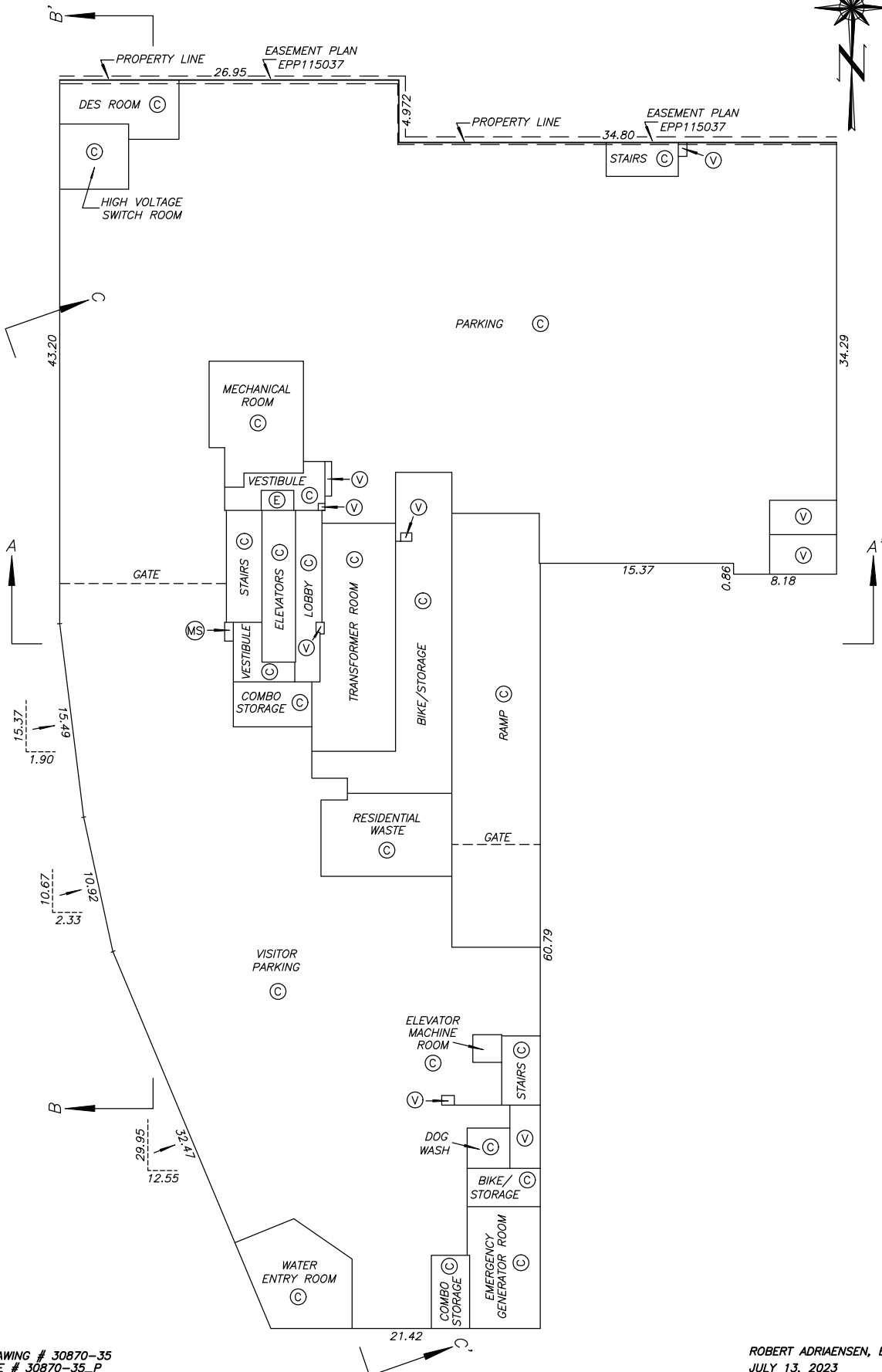
# PARKING LEVEL P1 FLOOR PLAN

# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

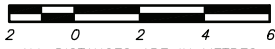






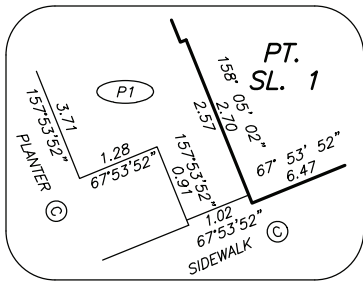
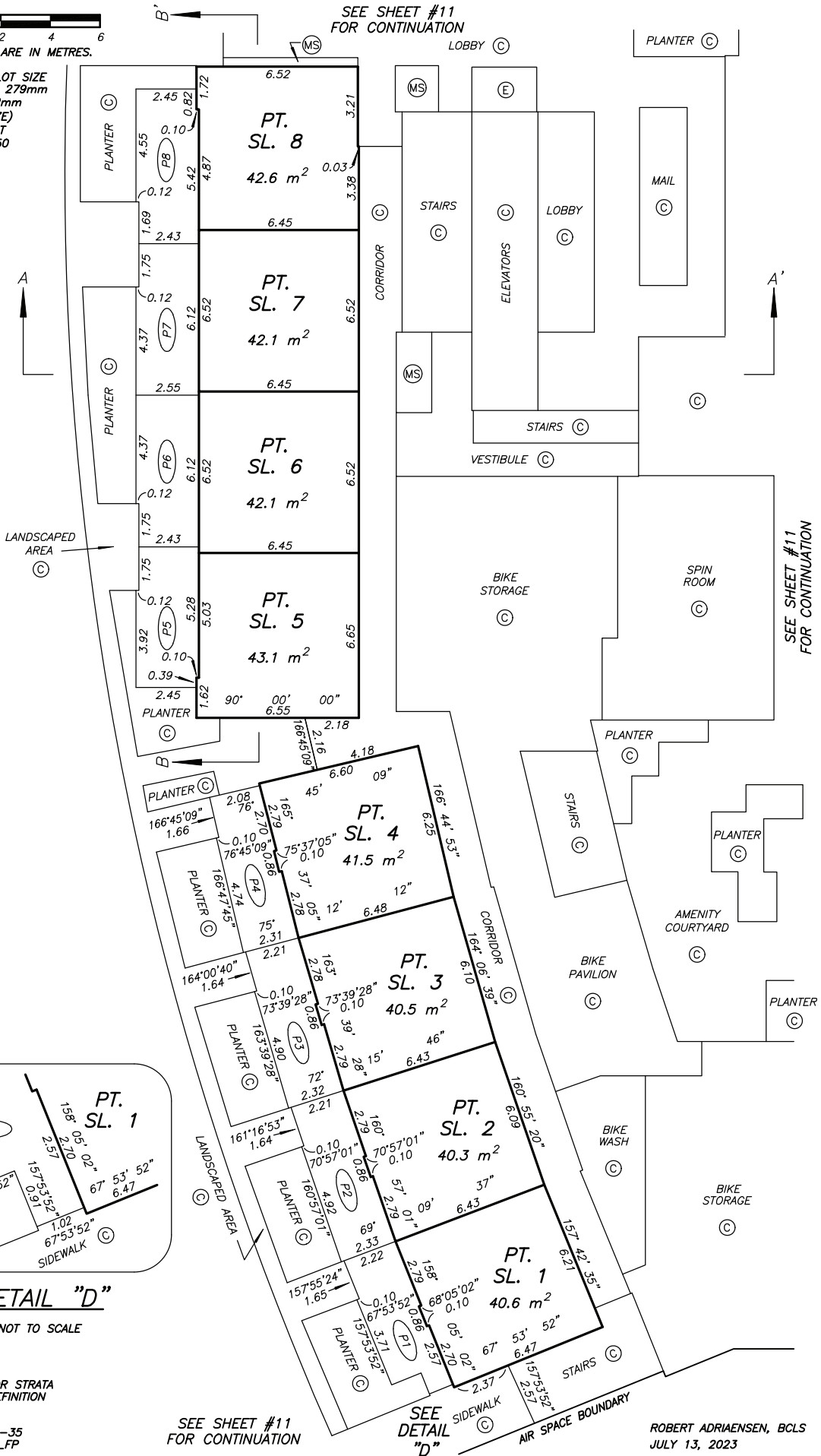
# LEVEL 1 FLOOR PLAN

# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



**DETAIL "D"**

NOT TO SCALE

SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

SEE SHEET #11 FOR CONTINUATION

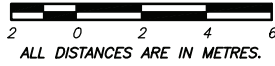
SEE DETAIL "D"

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023



# LEVEL 2 FLOOR PLAN

# STRATA PLAN EPS7719

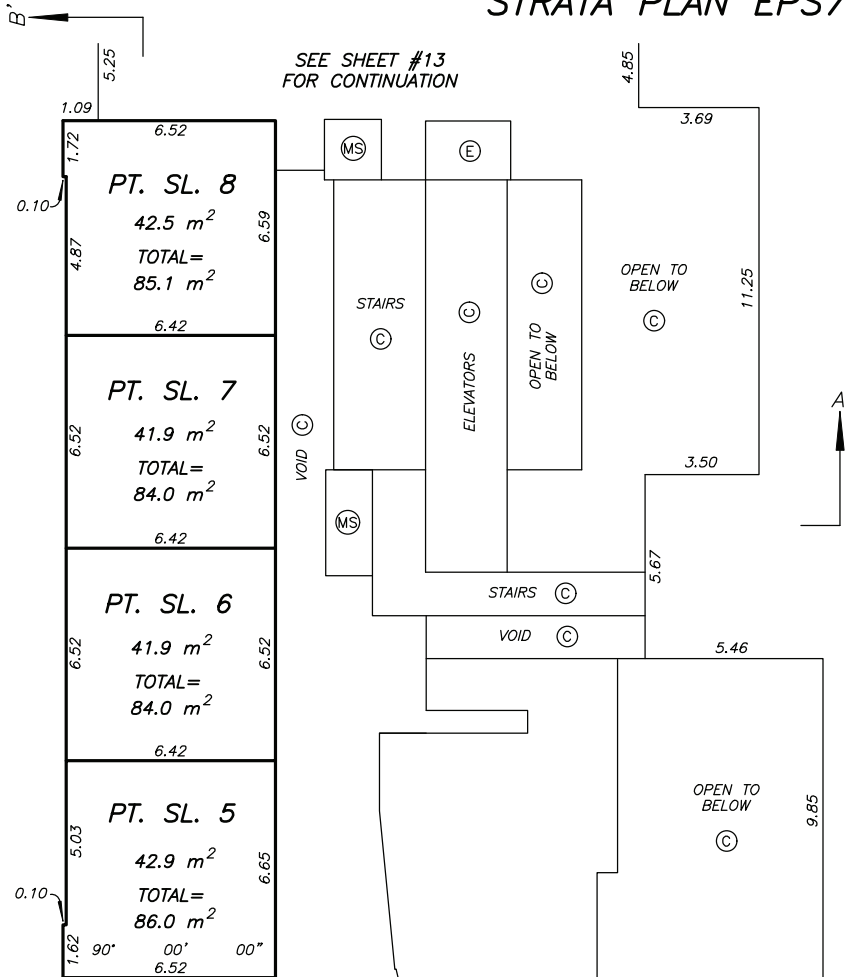


THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



PERIMETER OF FLOOR BELOW

SEE SHEET #13 FOR CONTINUATION



SEE SHEET #13 FOR CONTINUATION



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

SEE SHEET #13 FOR CONTINUATION

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

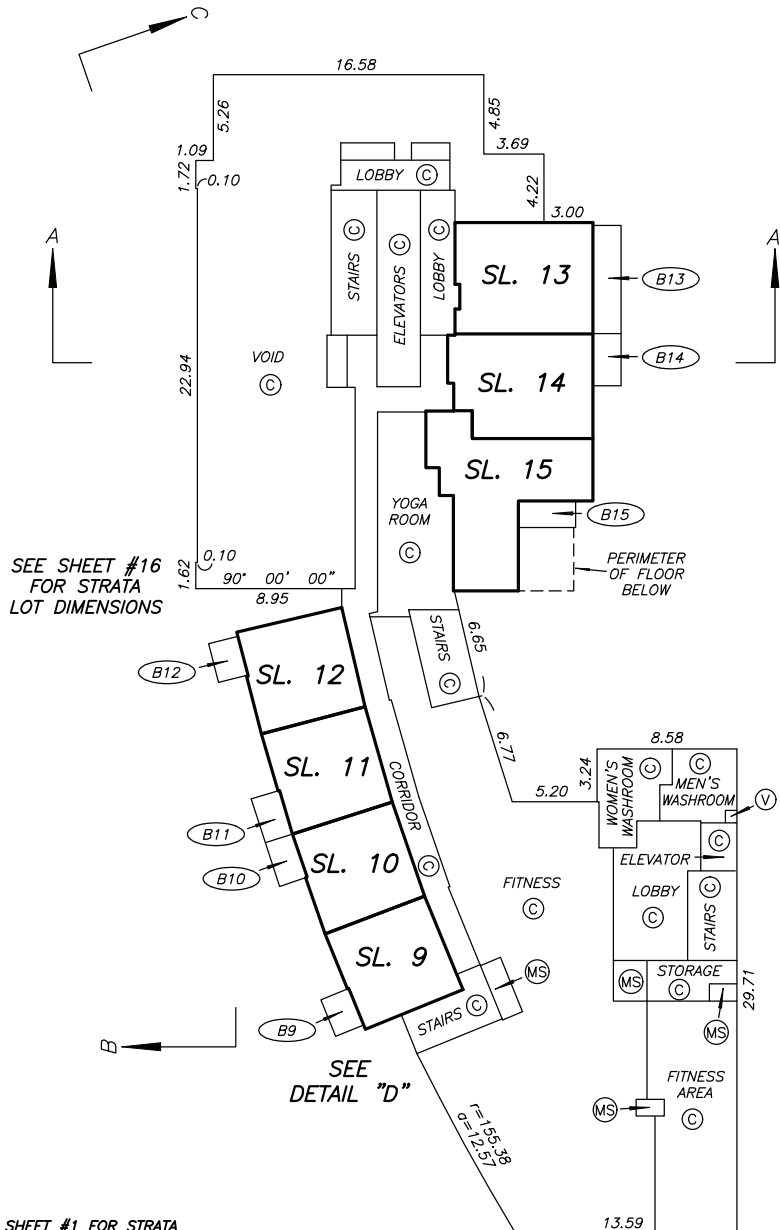
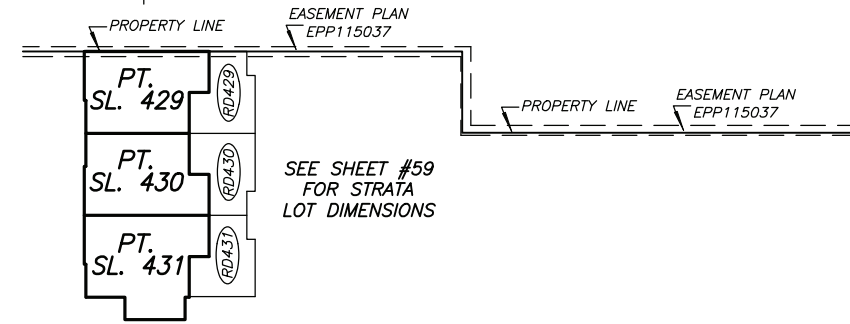
# LEVEL 3 FLOOR PLAN

# STRATA PLAN EPS7719



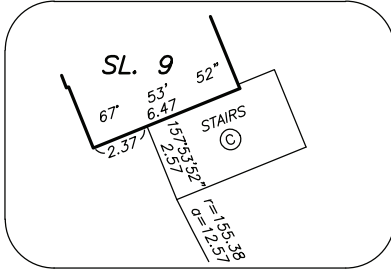
ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300



SEE SHEET #16 FOR STRATA LOT DIMENSIONS

SEE DETAIL "D"

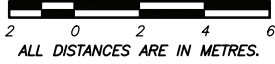


**DETAIL "D"**  
NOT TO SCALE

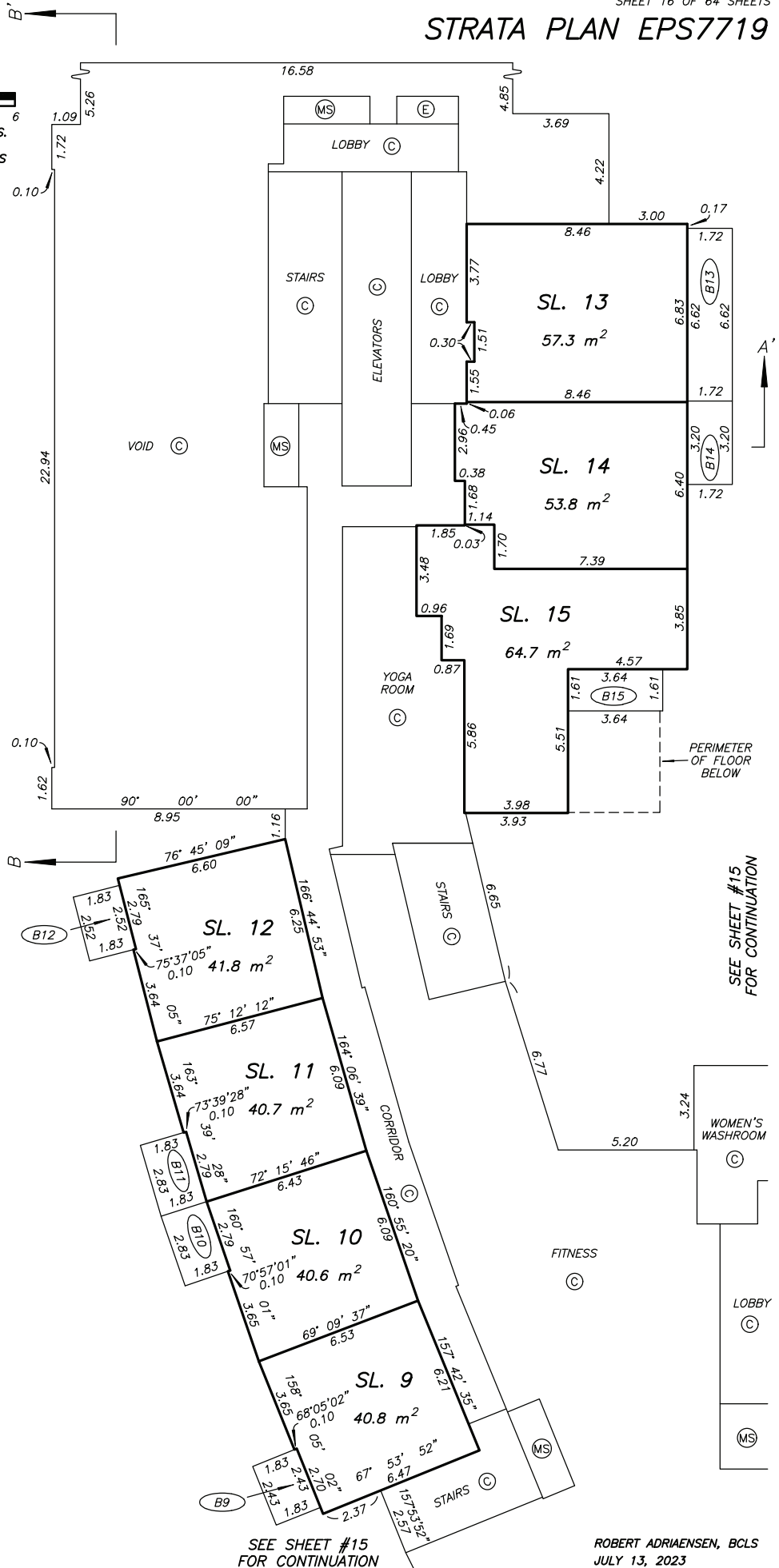
SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

# LEVEL 3 FLOOR PLAN

# STRATA PLAN EPS7719



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

SEE SHEET #15 FOR CONTINUATION

SEE SHEET #15 FOR CONTINUATION

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

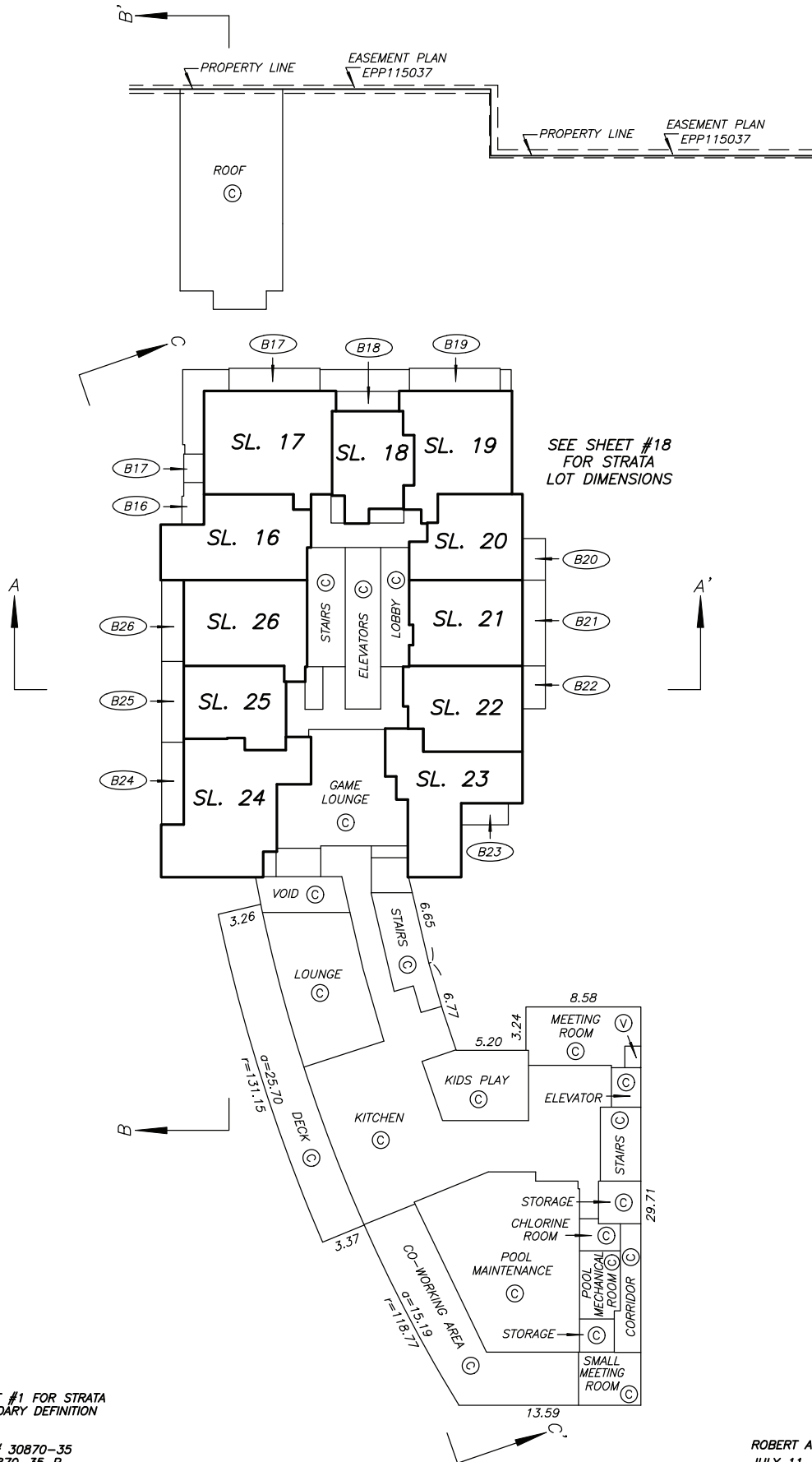
# LEVEL 4 FLOOR PLAN

# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

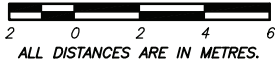


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

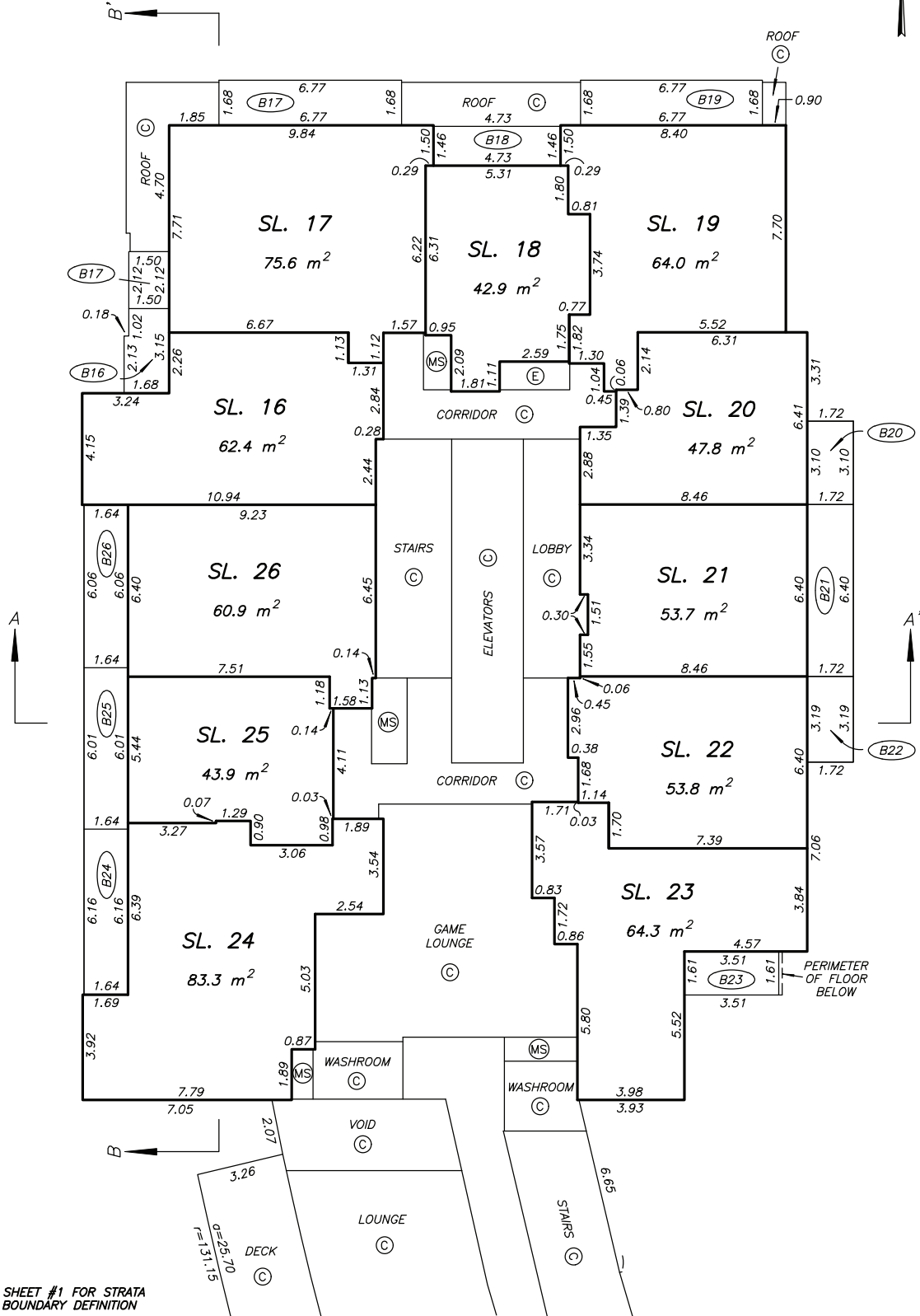
DRAWING # 30870-35  
 FILE # 30870-35\_P

ROBERT ADRIAENSEN, BCLS  
 JULY 11, 2023

# LEVEL 4 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

SEE SHEET #17 FOR CONTINUATION

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JULY 13, 2023

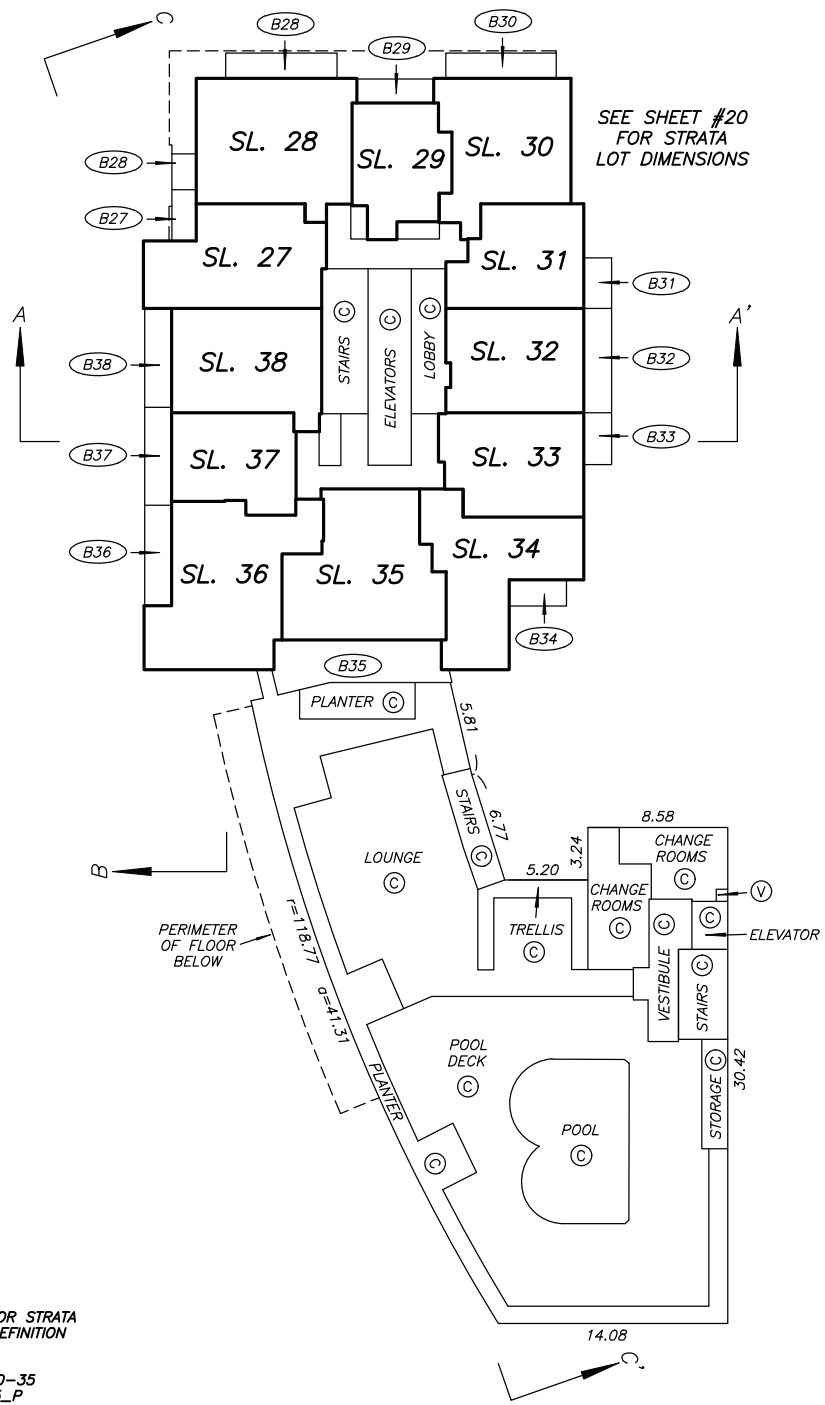
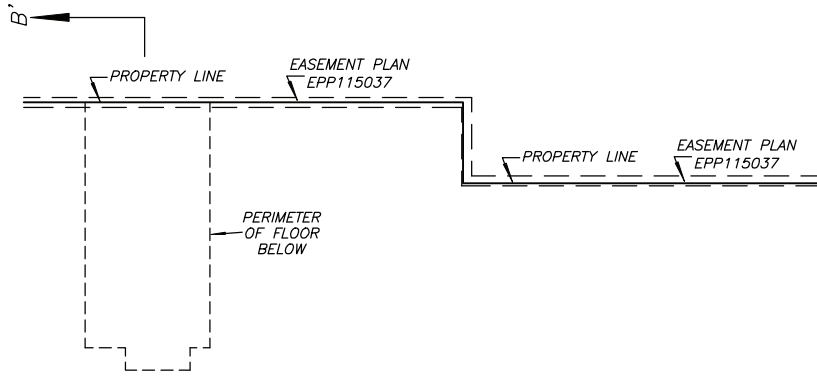
# LEVEL 5 FLOOR PLAN

# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300



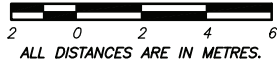
SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_P

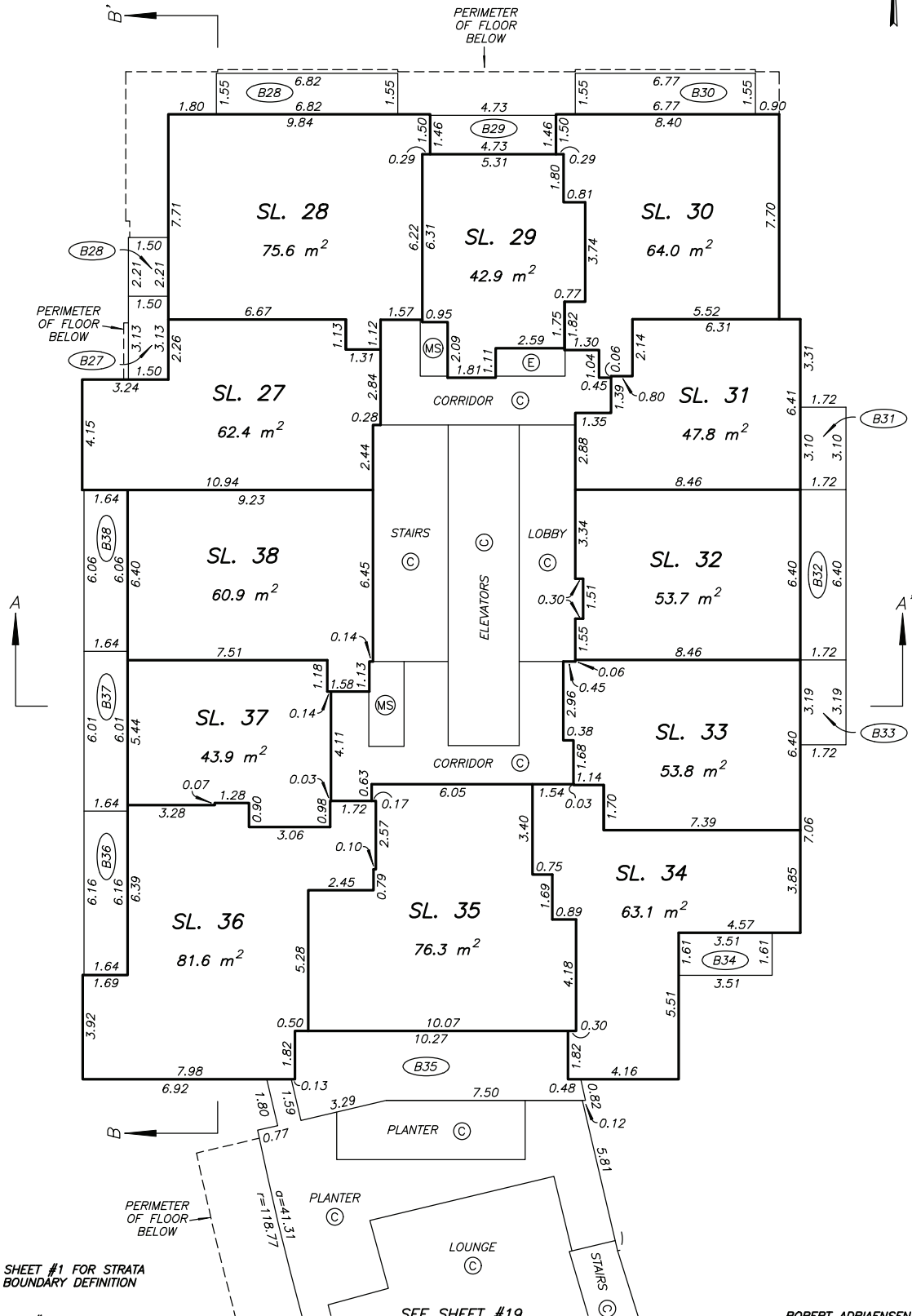
ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023



# LEVEL 5 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

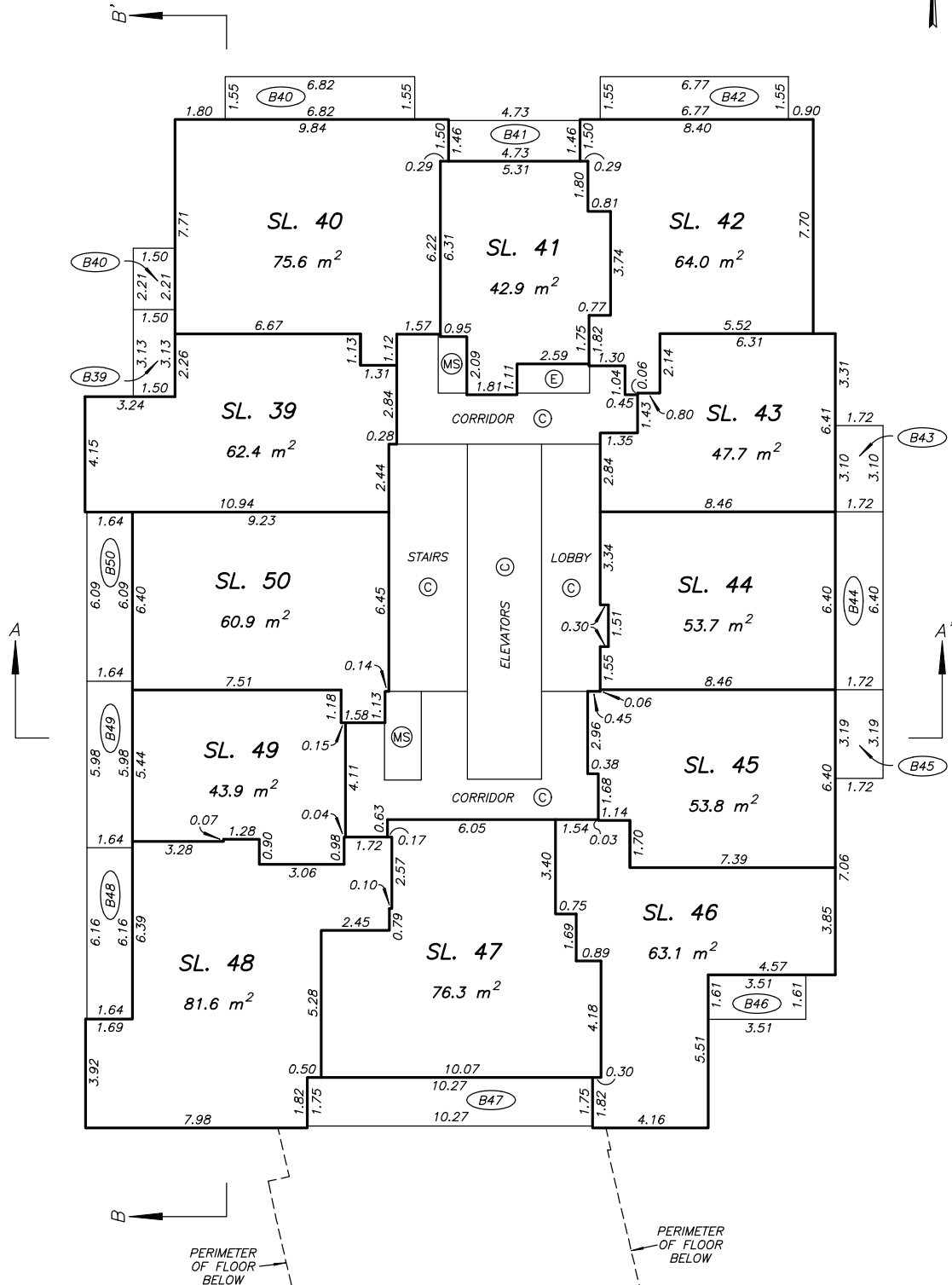
SEE SHEET #19 FOR CONTINUATION

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 6 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

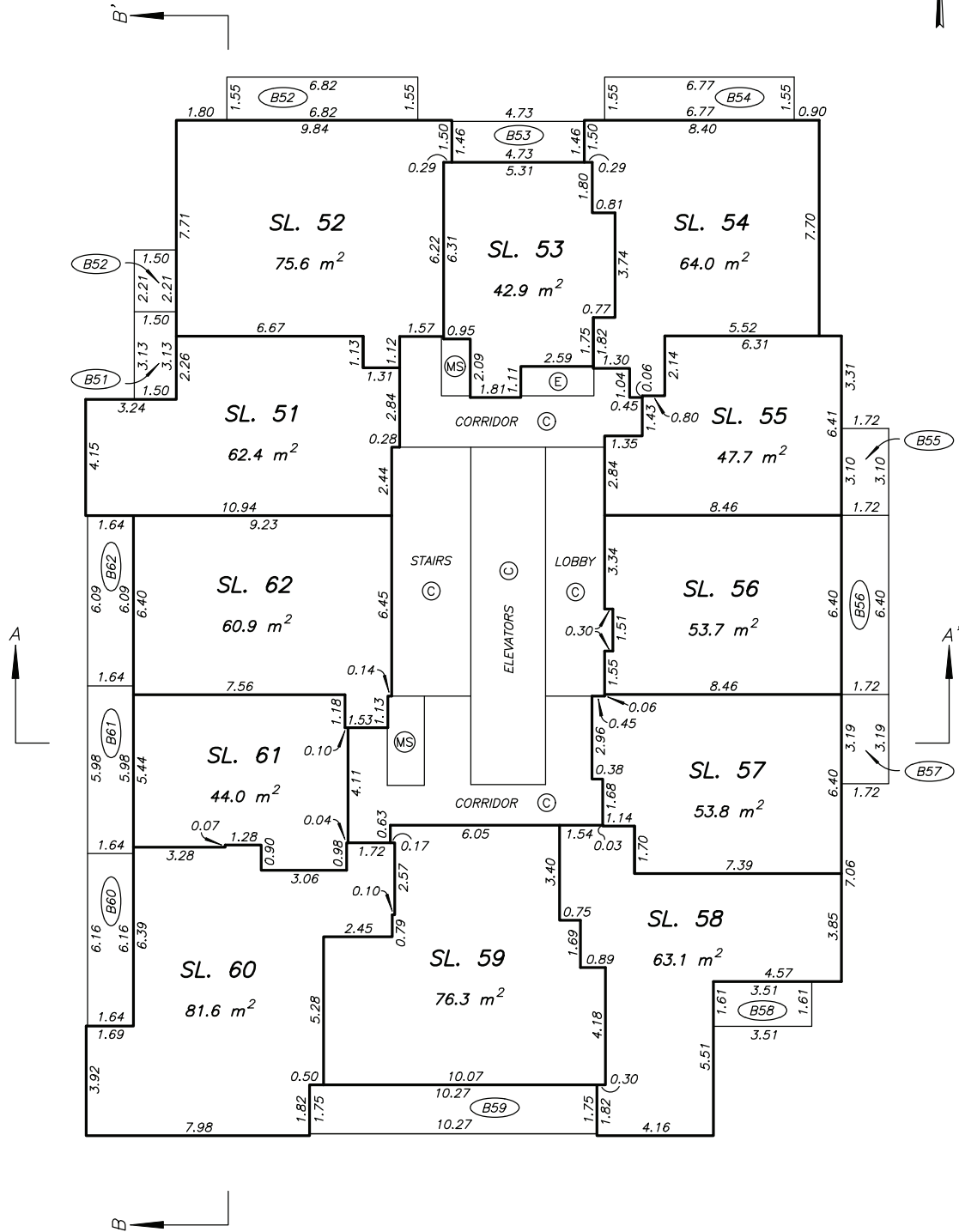
ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 7 FLOOR PLAN

# STRATA PLAN EPS7719



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

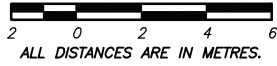


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

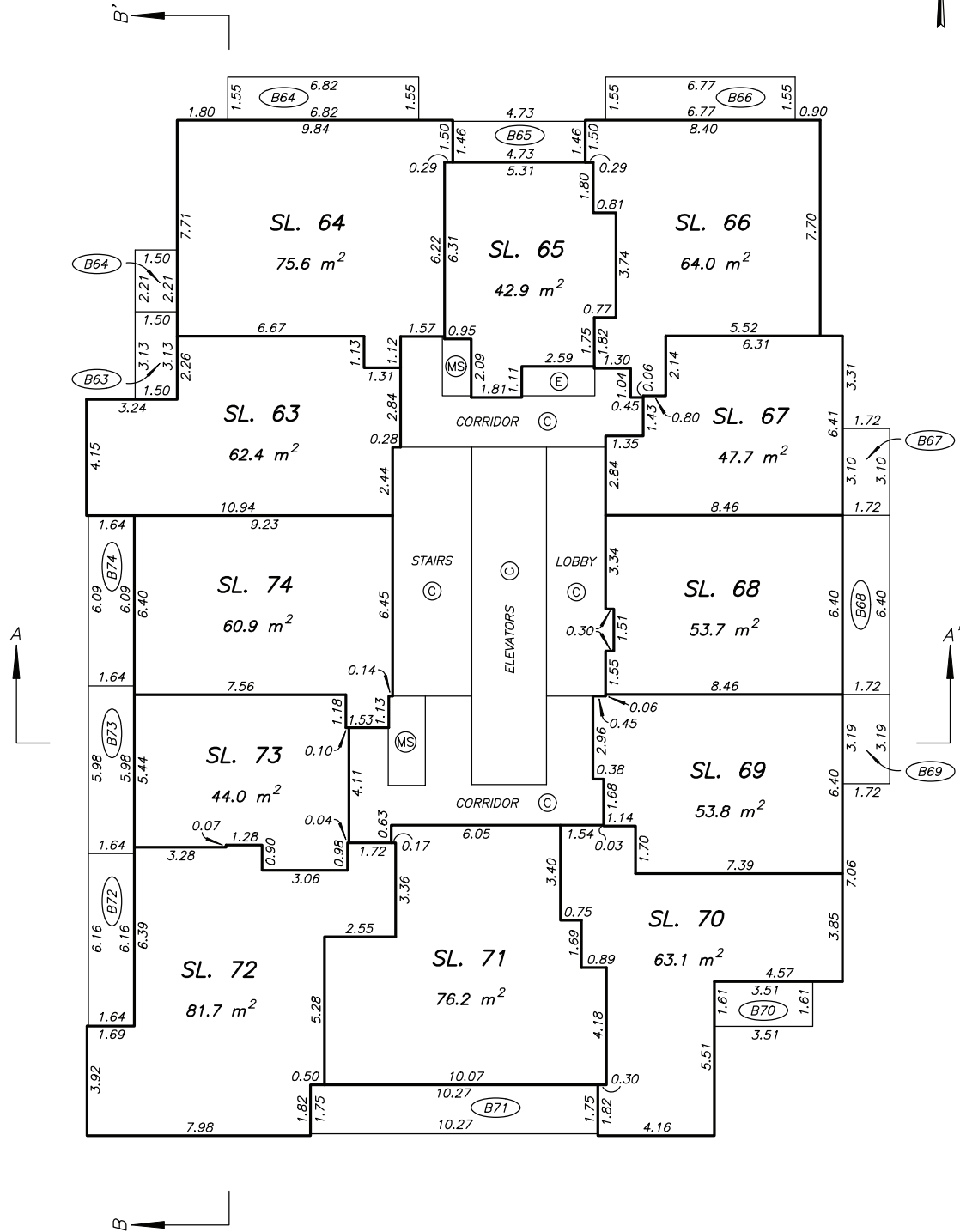
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 8 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

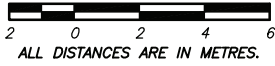


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

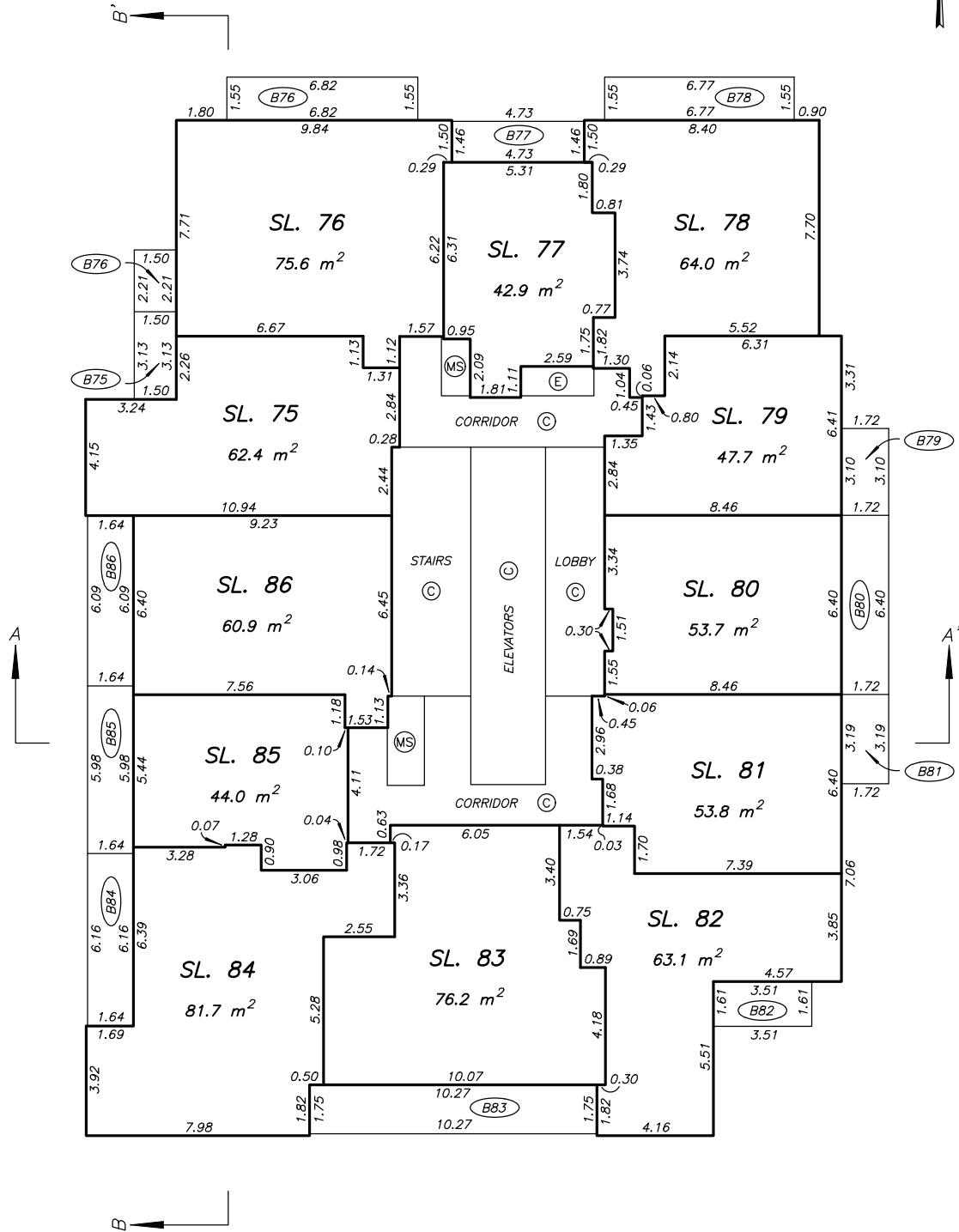
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 9 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

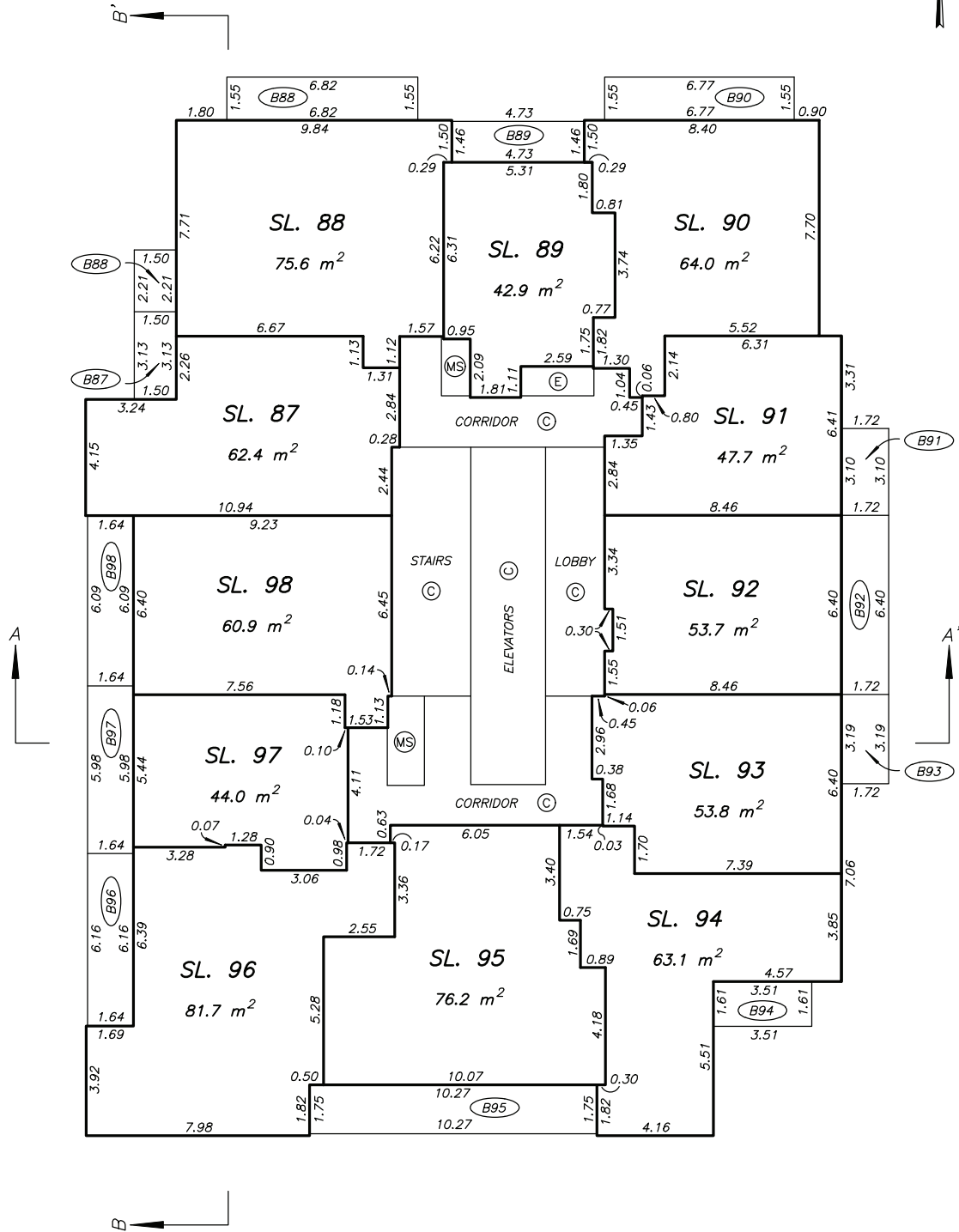
ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 10 FLOOR PLAN

# STRATA PLAN EPS7719



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



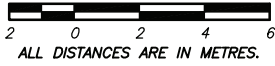
SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

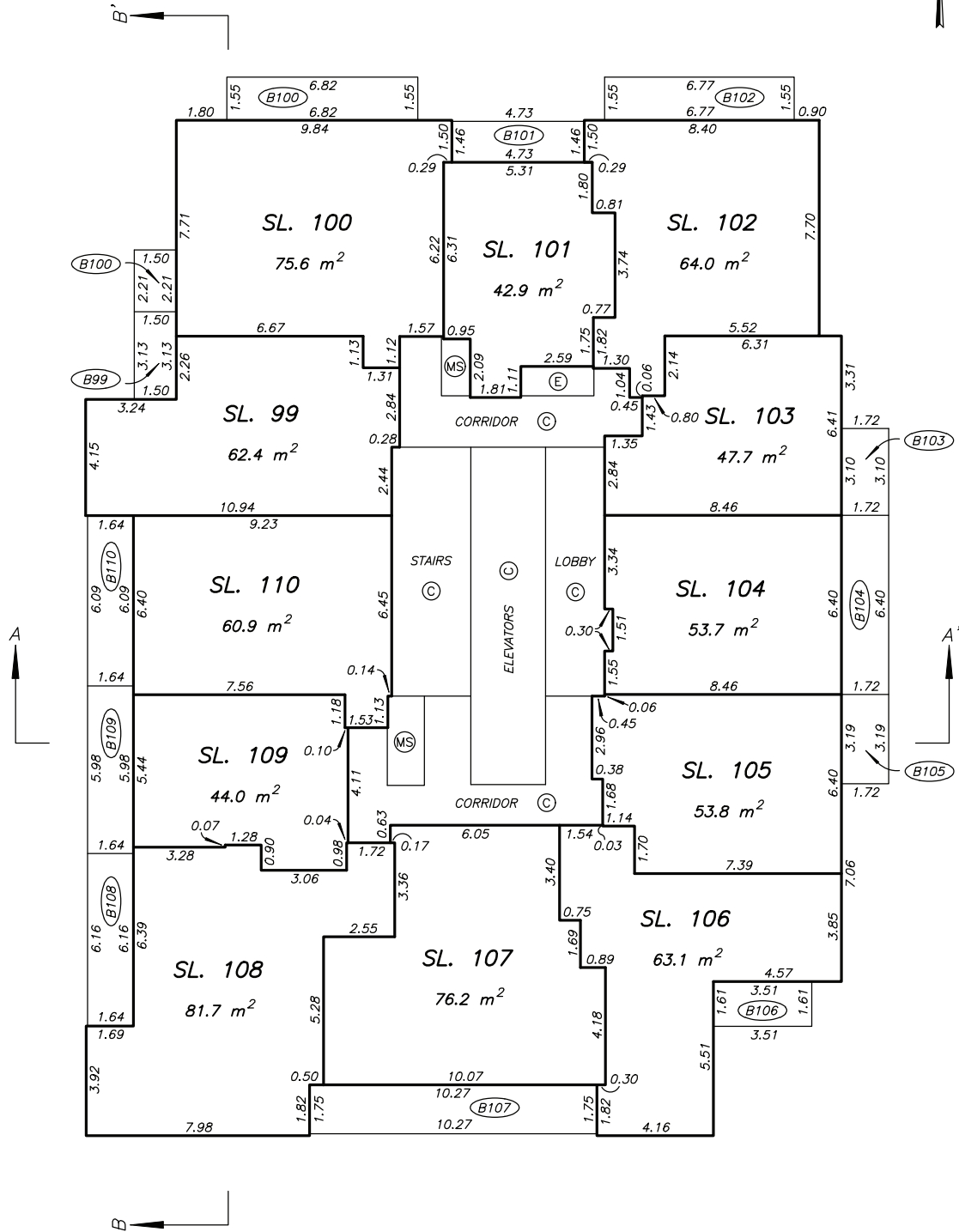
ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 11 FLOOR PLAN

# STRATA PLAN EPS7719



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

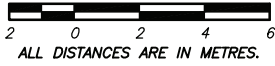


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

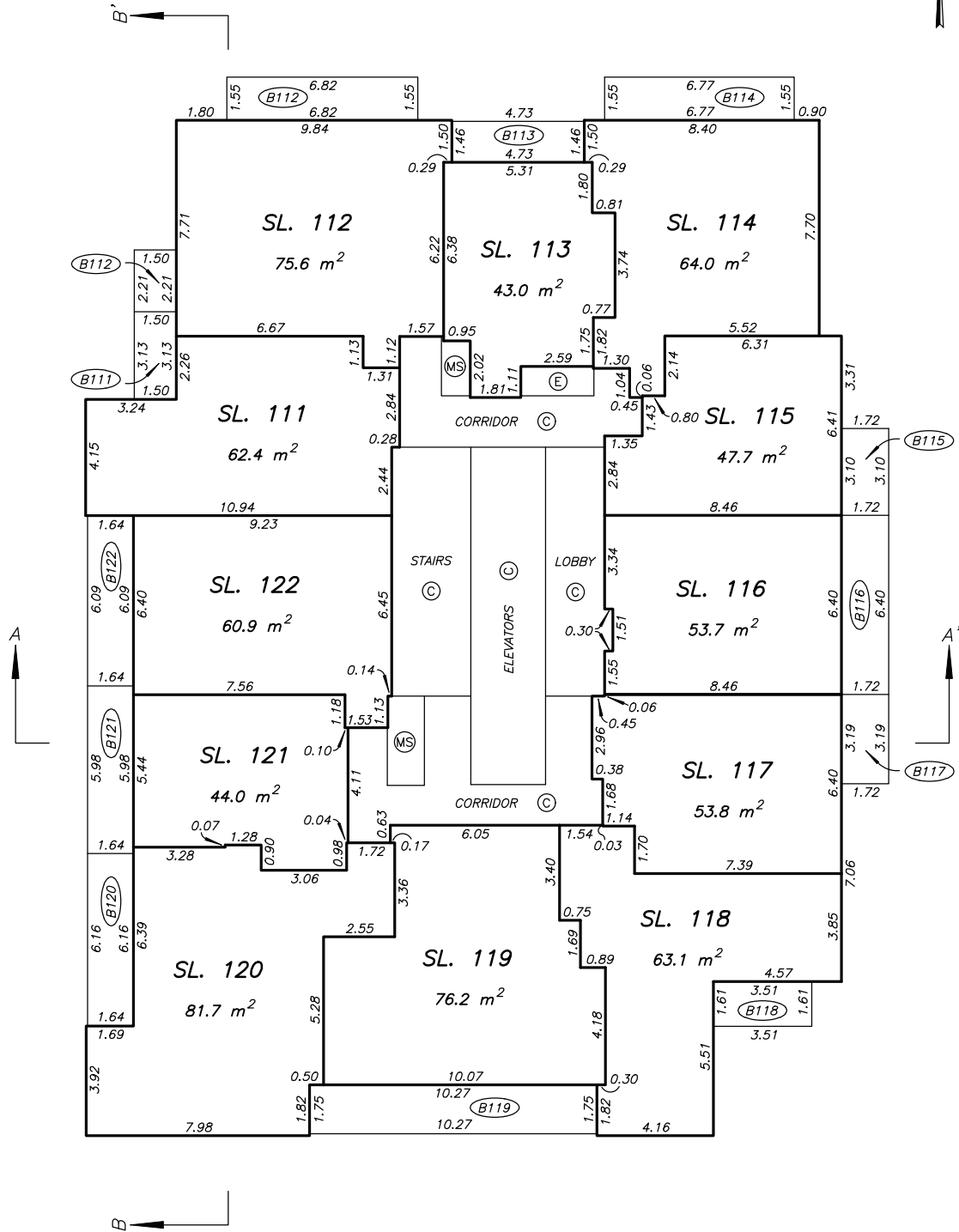
DRAWING # 30870-35  
FILE # 30870-35\_FP

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JULY 13, 2023

# LEVEL 12 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



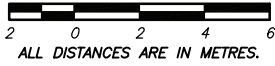
SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

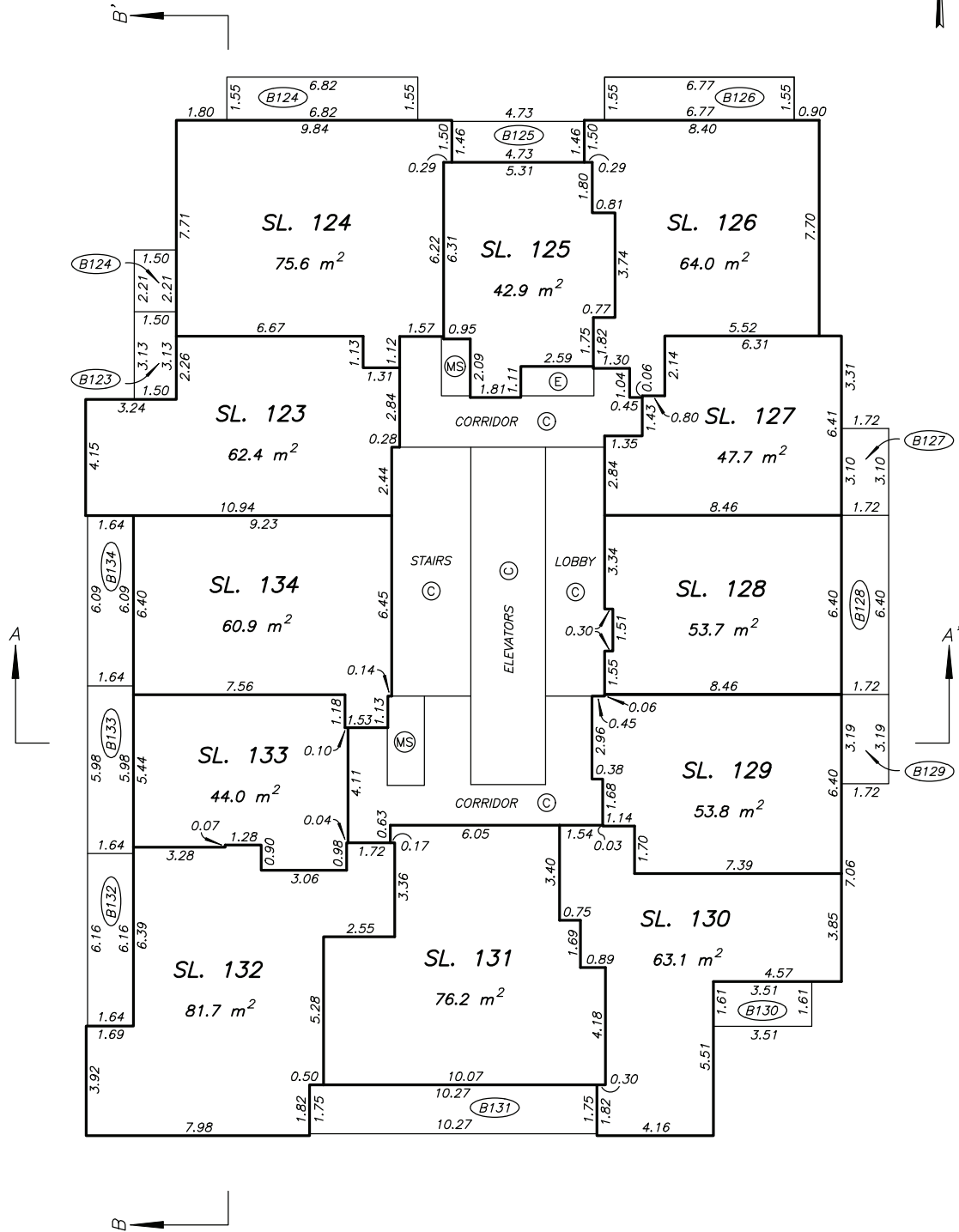
ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023



# LEVEL 13 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

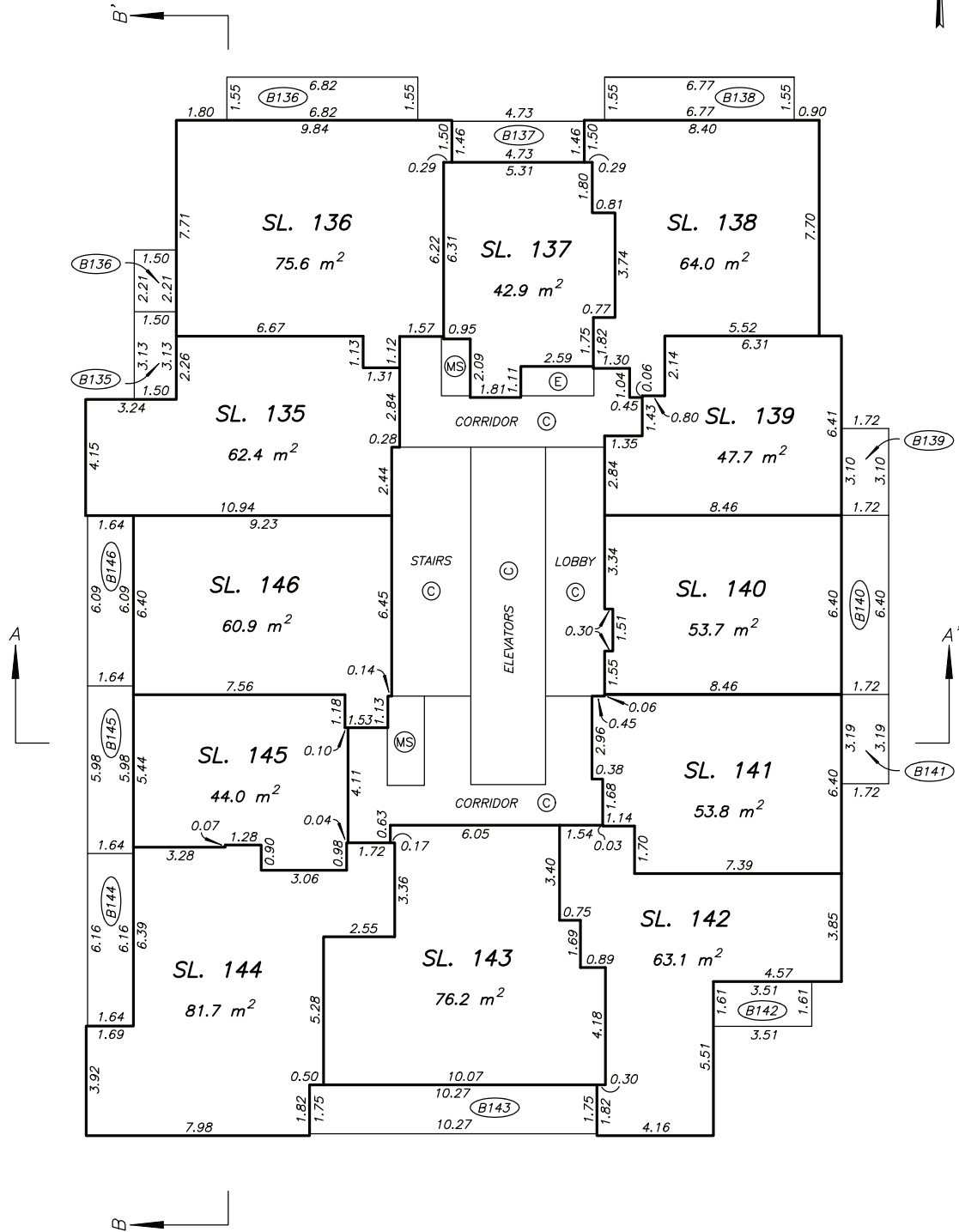
ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 14 FLOOR PLAN

# STRATA PLAN EPS7719



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

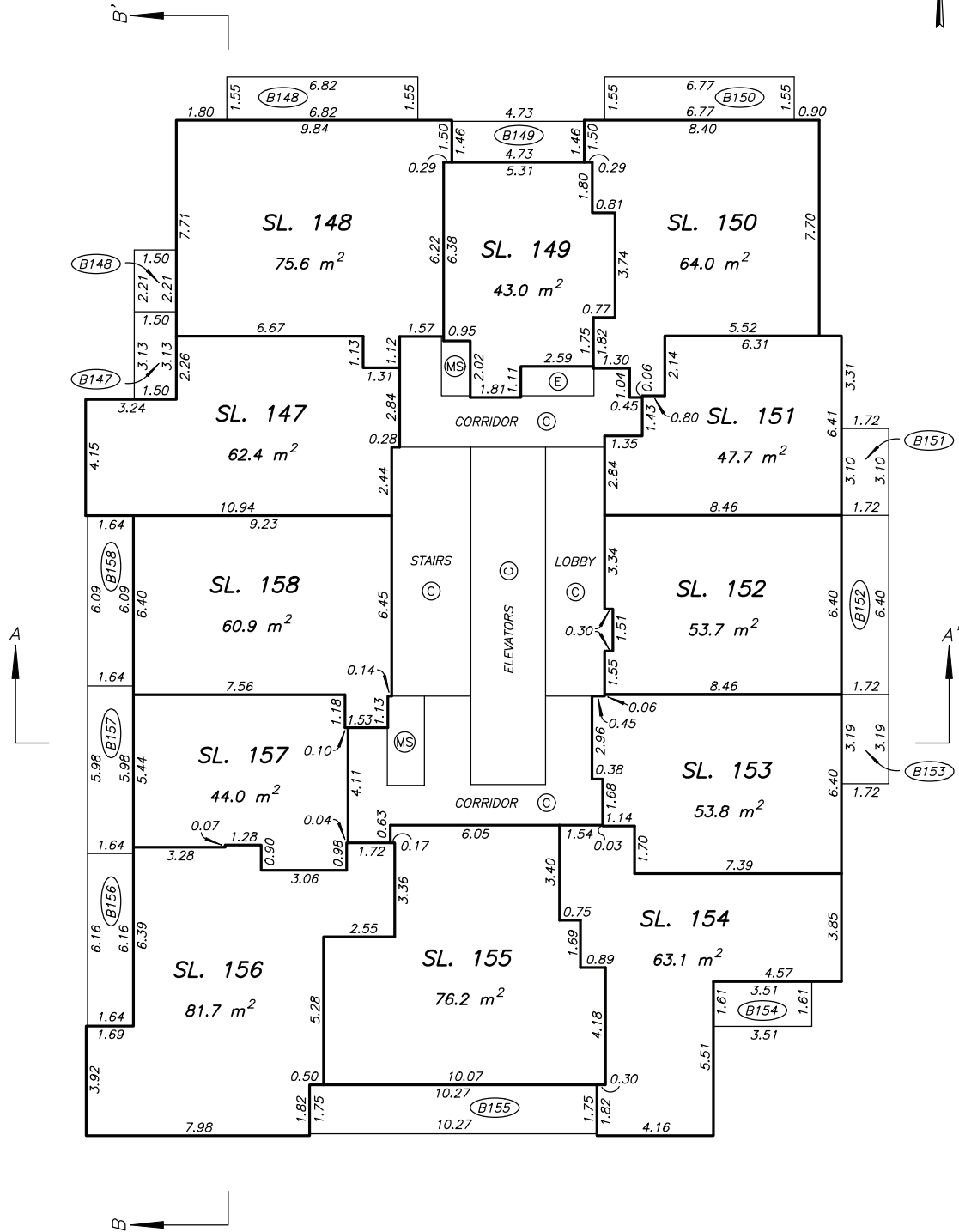
ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 15 FLOOR PLAN

# STRATA PLAN EPS7719



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



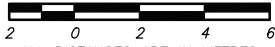
SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

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JULY 13, 2023

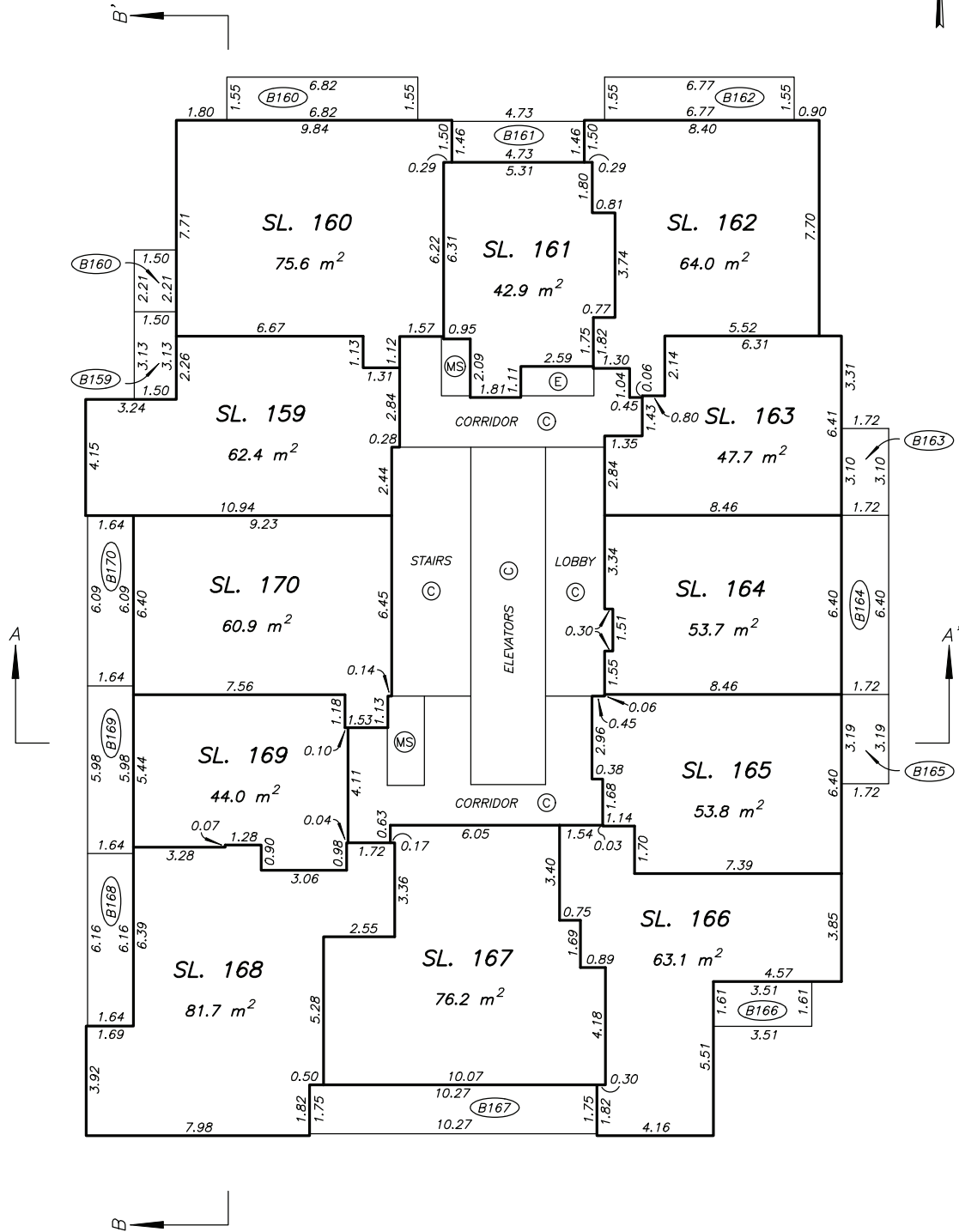
# LEVEL 16 FLOOR PLAN

# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

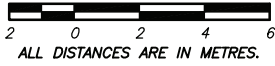


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

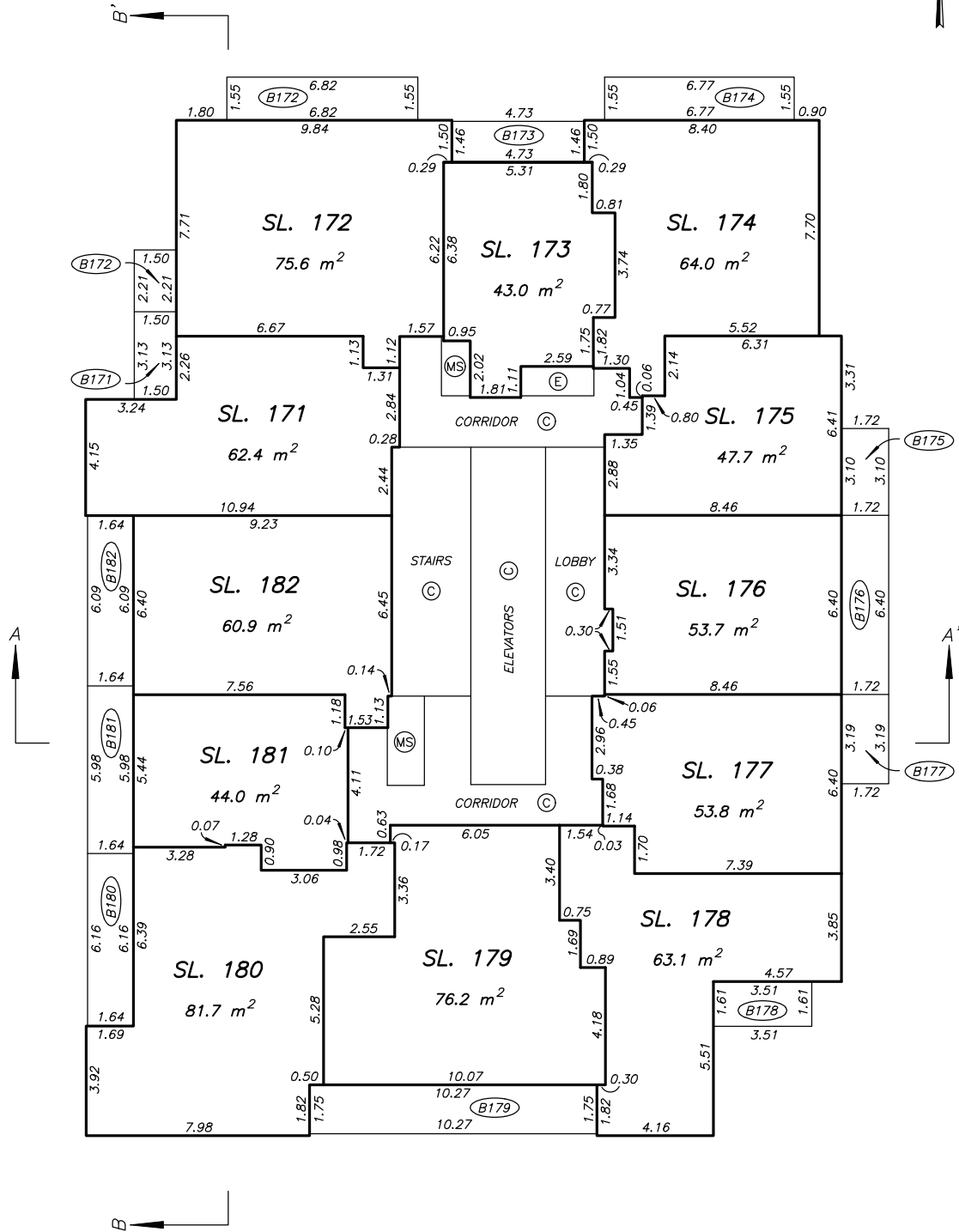
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 17 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

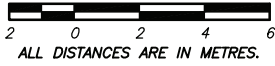


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

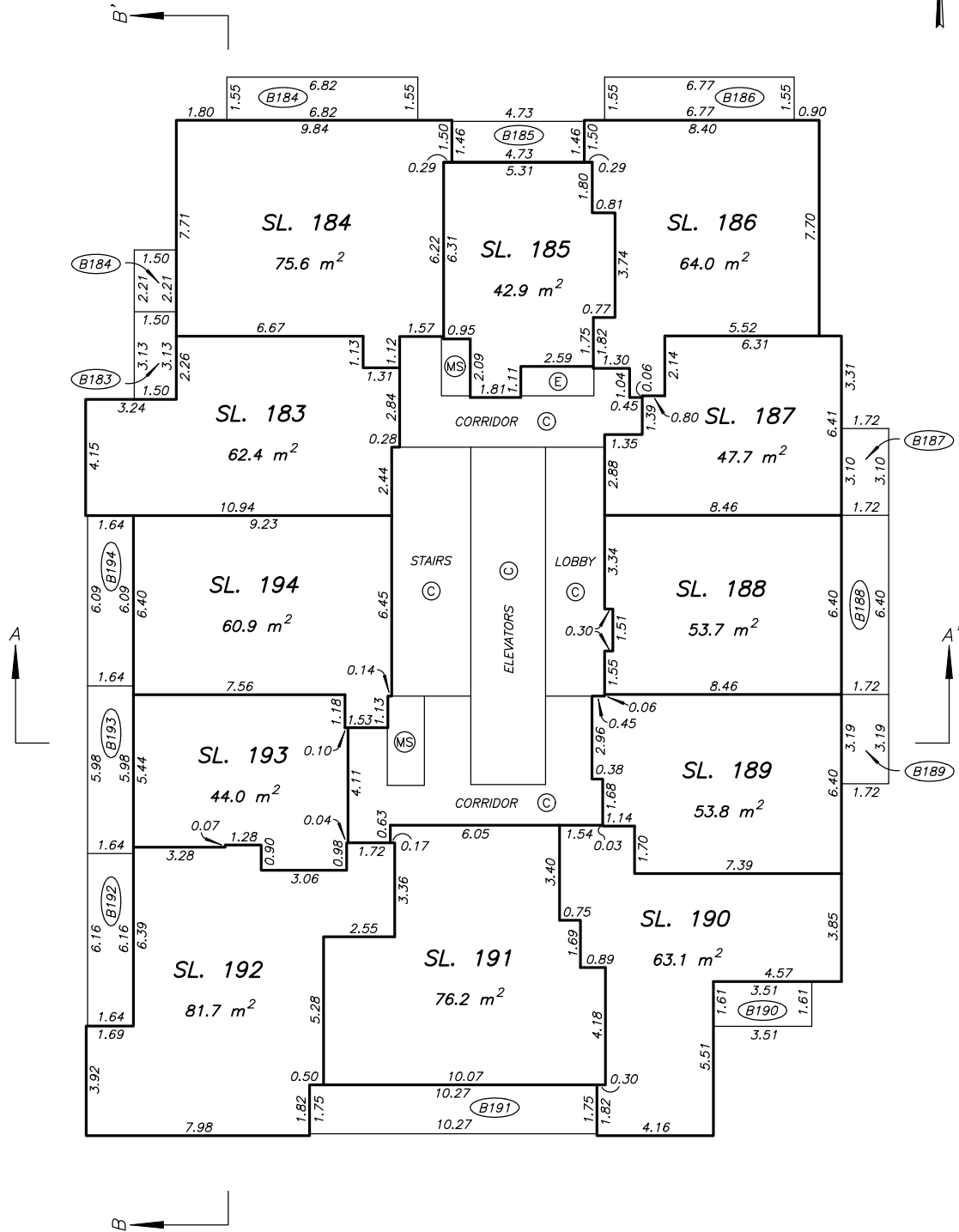
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 18 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

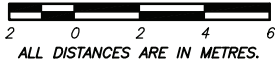


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

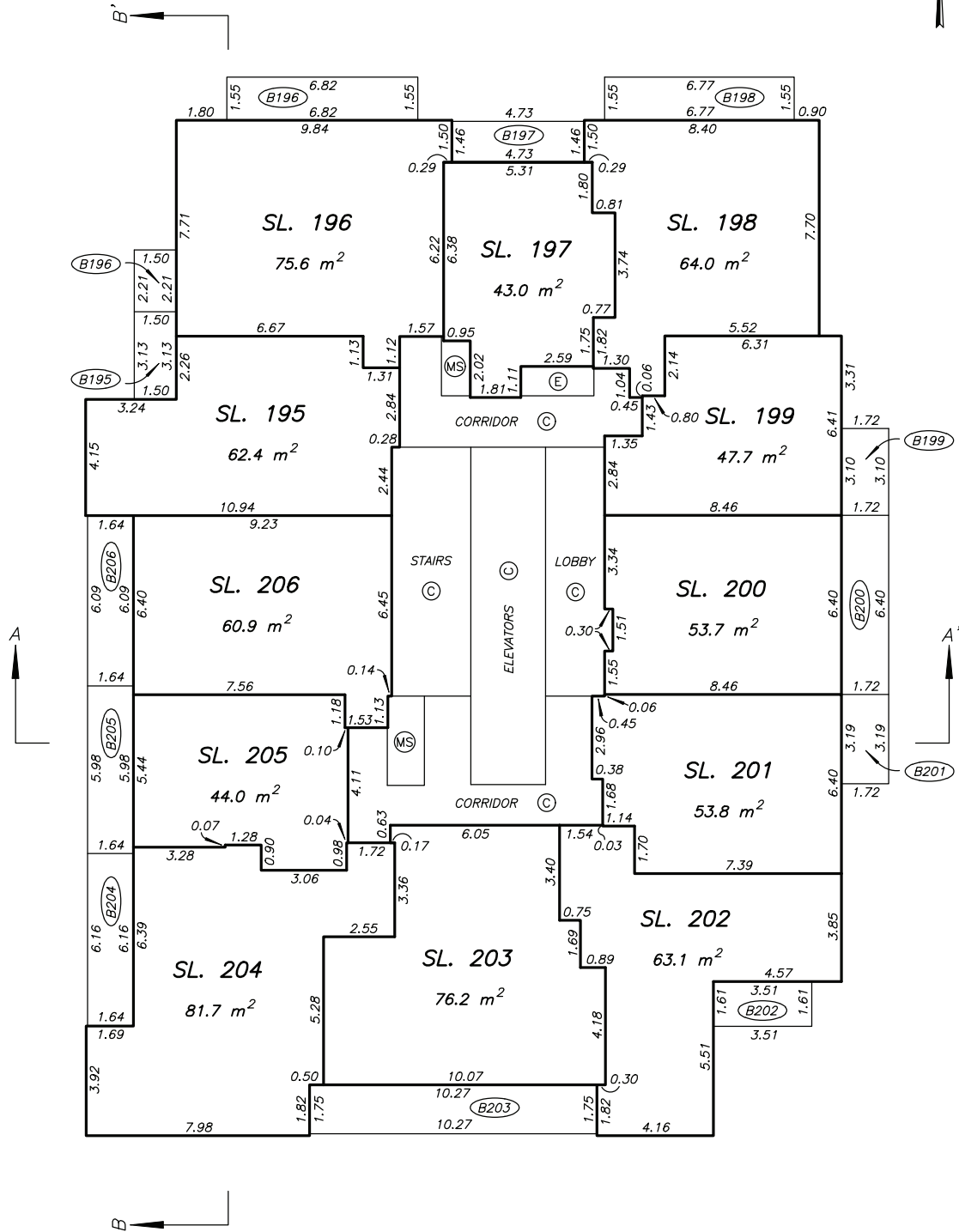
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 19 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



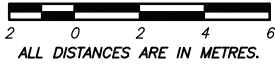
SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

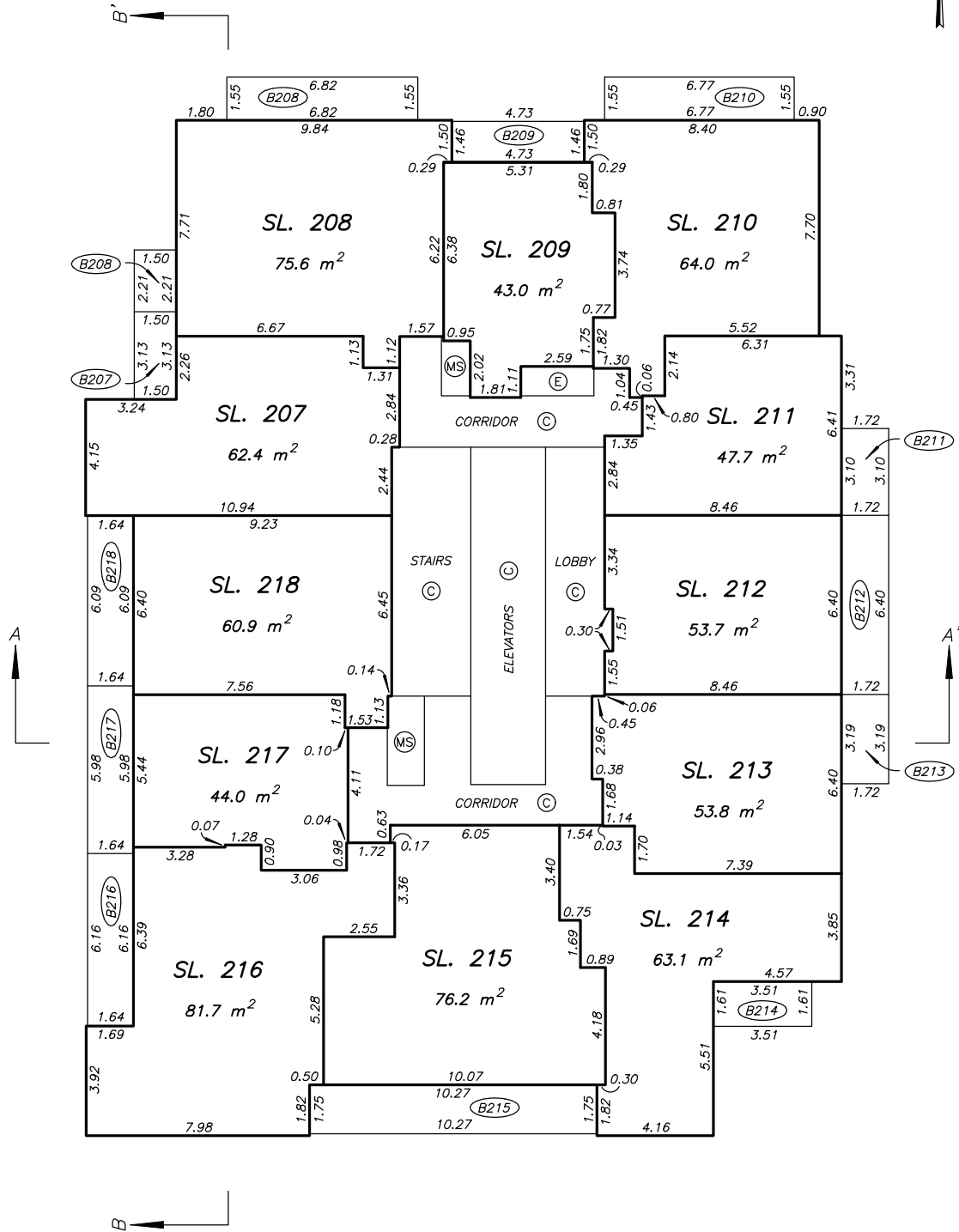
ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 20 FLOOR PLAN

# STRATA PLAN EPS7719



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



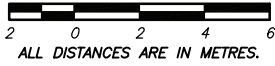
SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

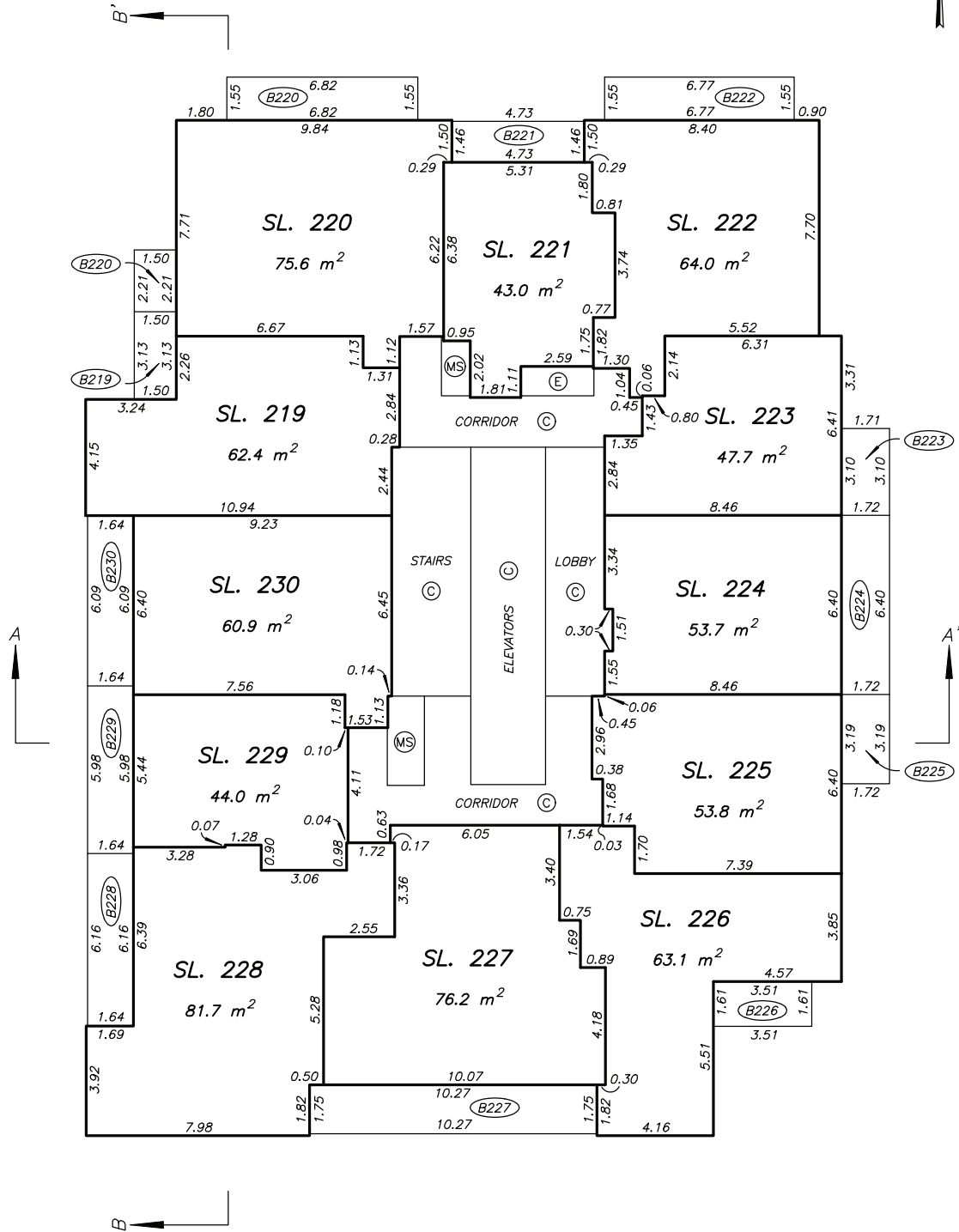
ROBERT ADRIANSEN, BCLS  
JULY 13, 2023



# LEVEL 21 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

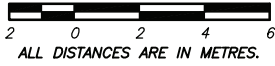


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

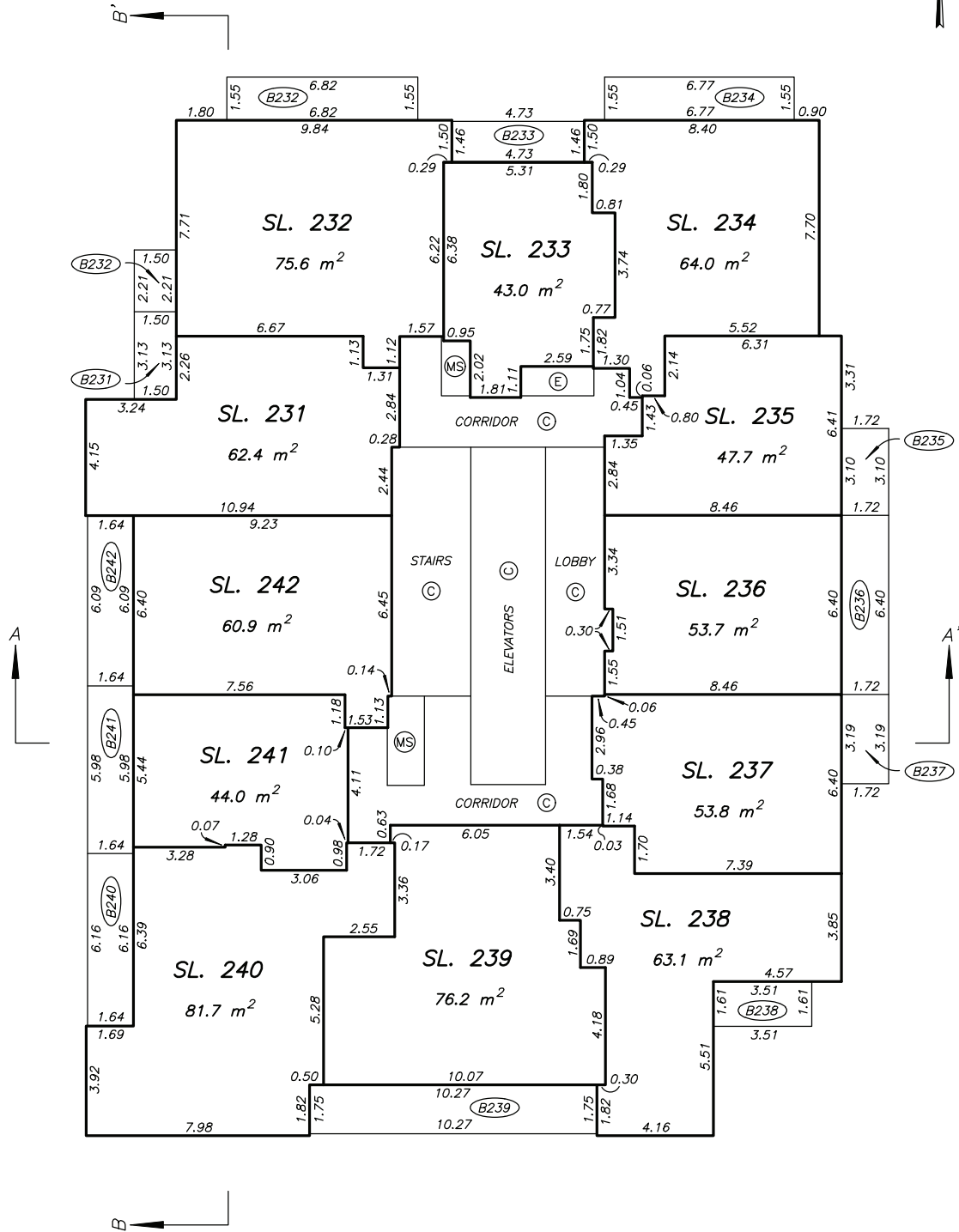
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 22 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

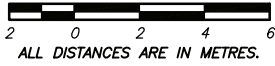


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

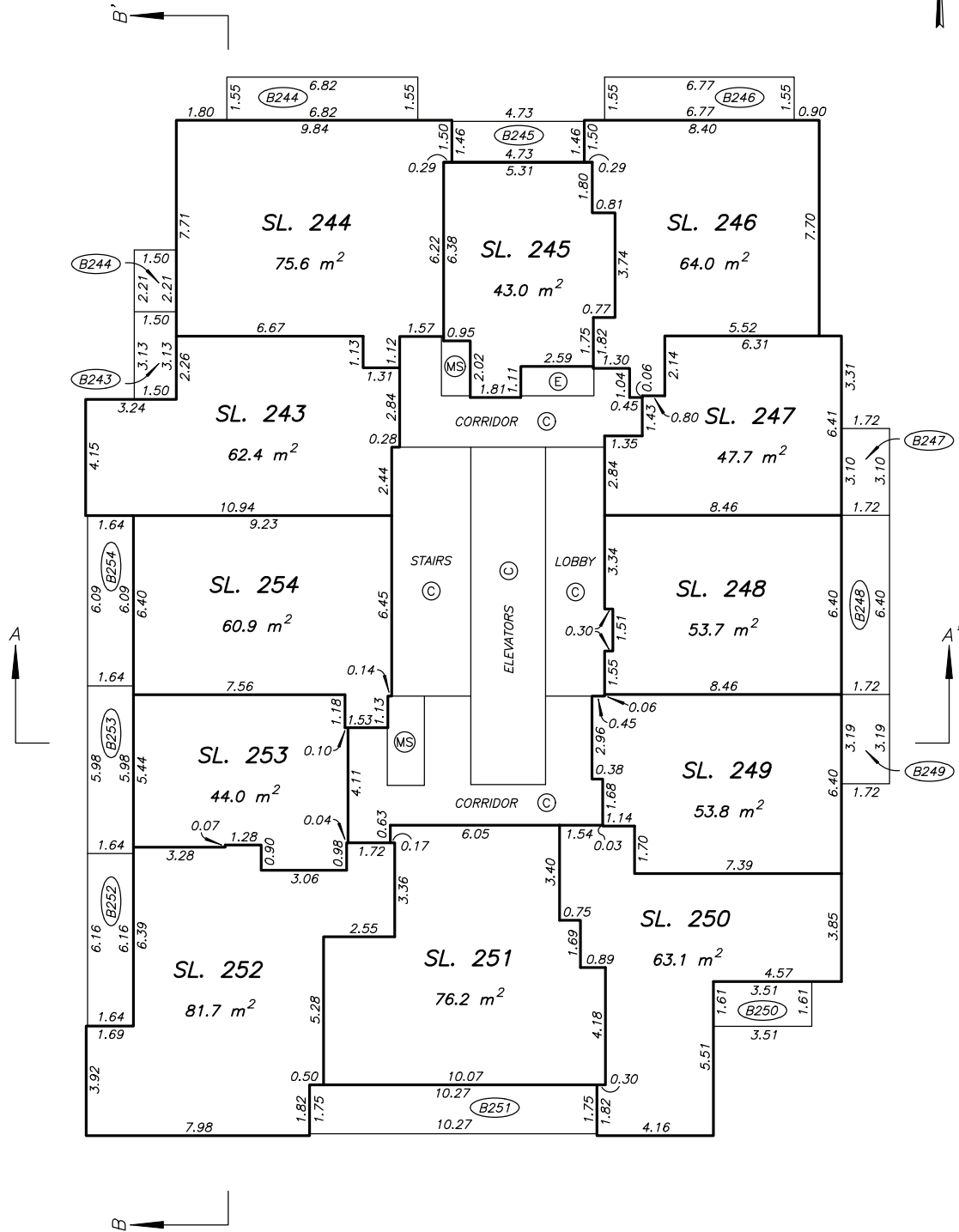
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 23 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

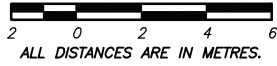


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

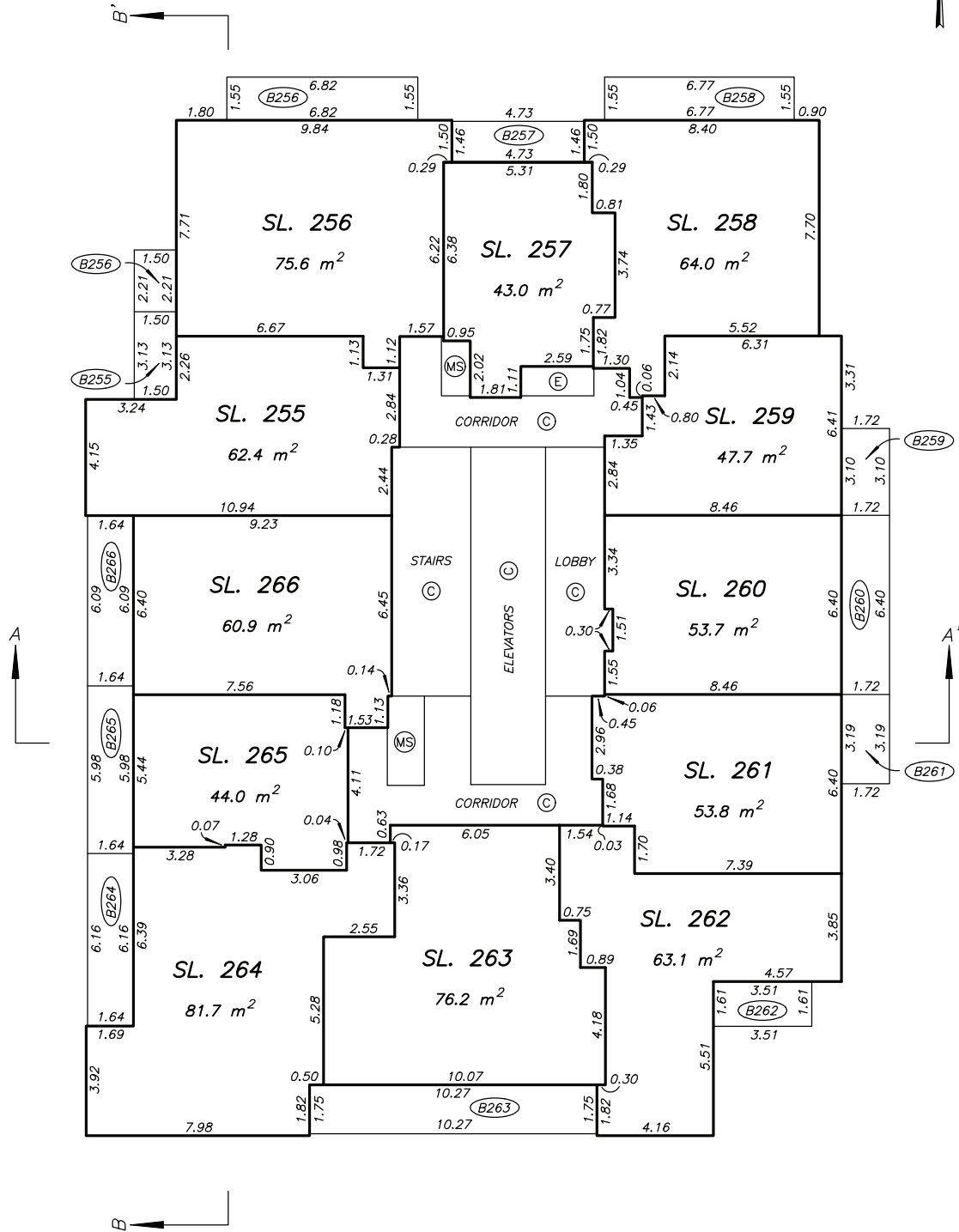
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 24 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

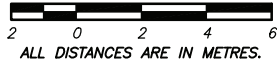


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

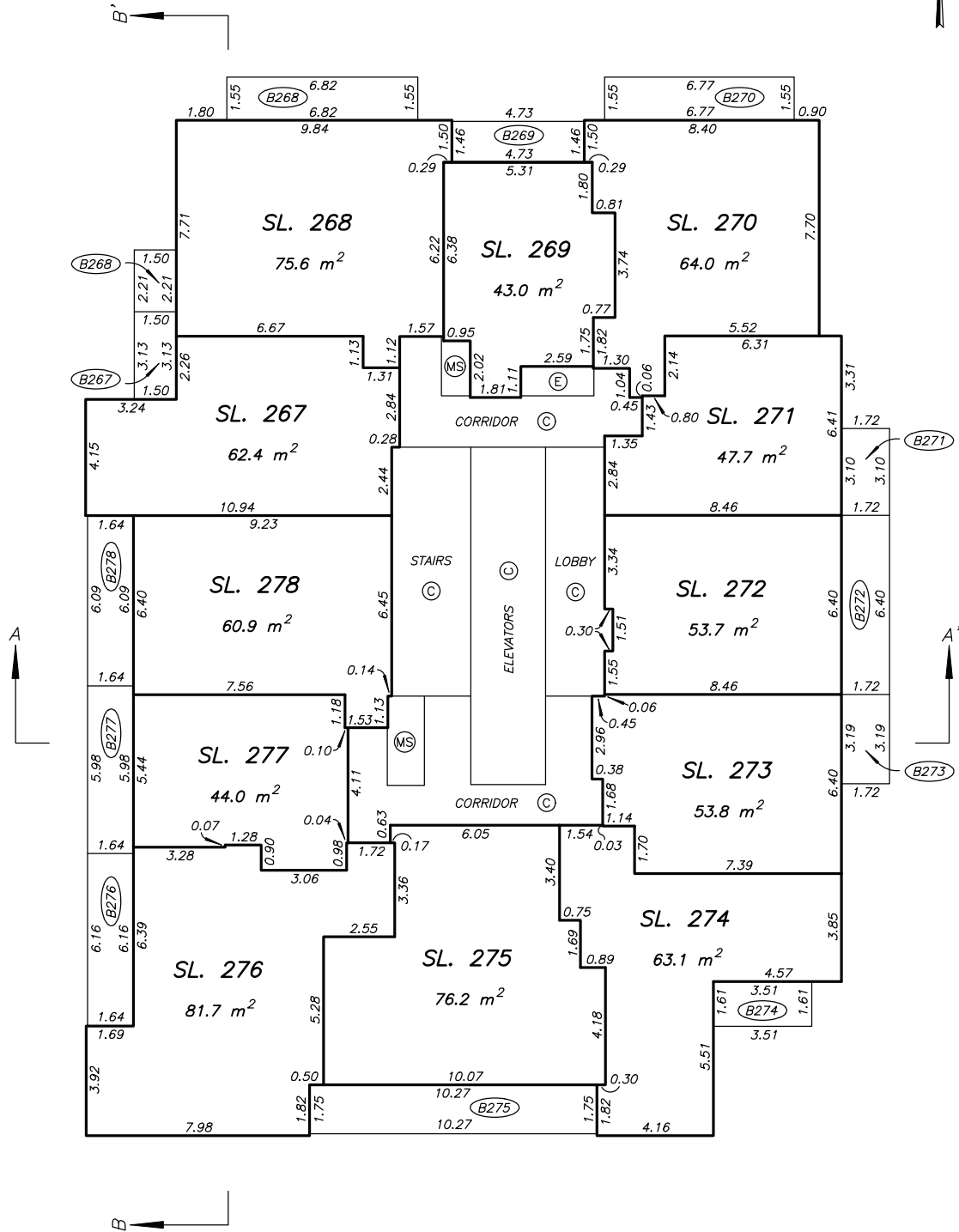
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 25 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

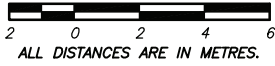


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

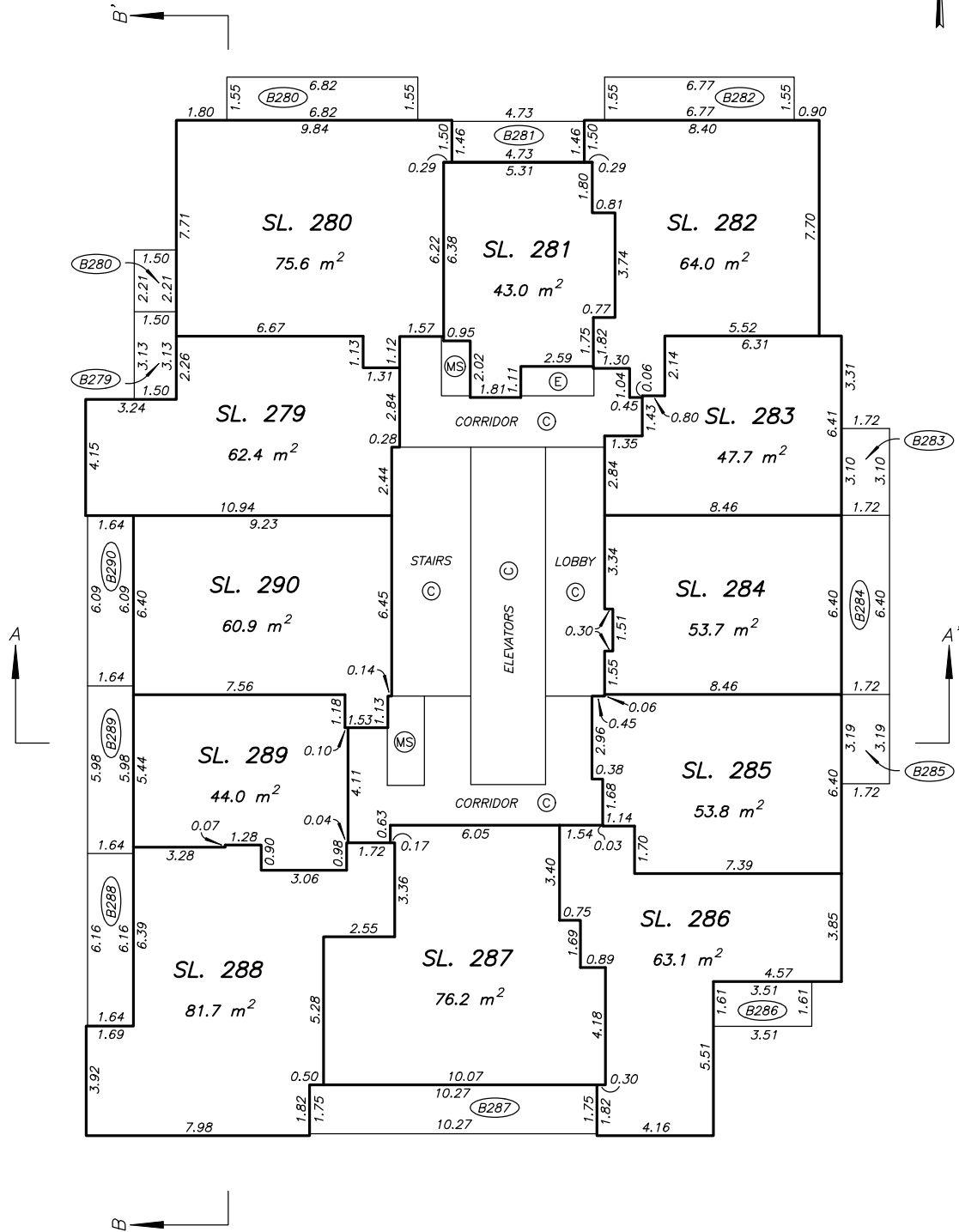
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 26 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

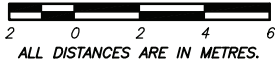


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

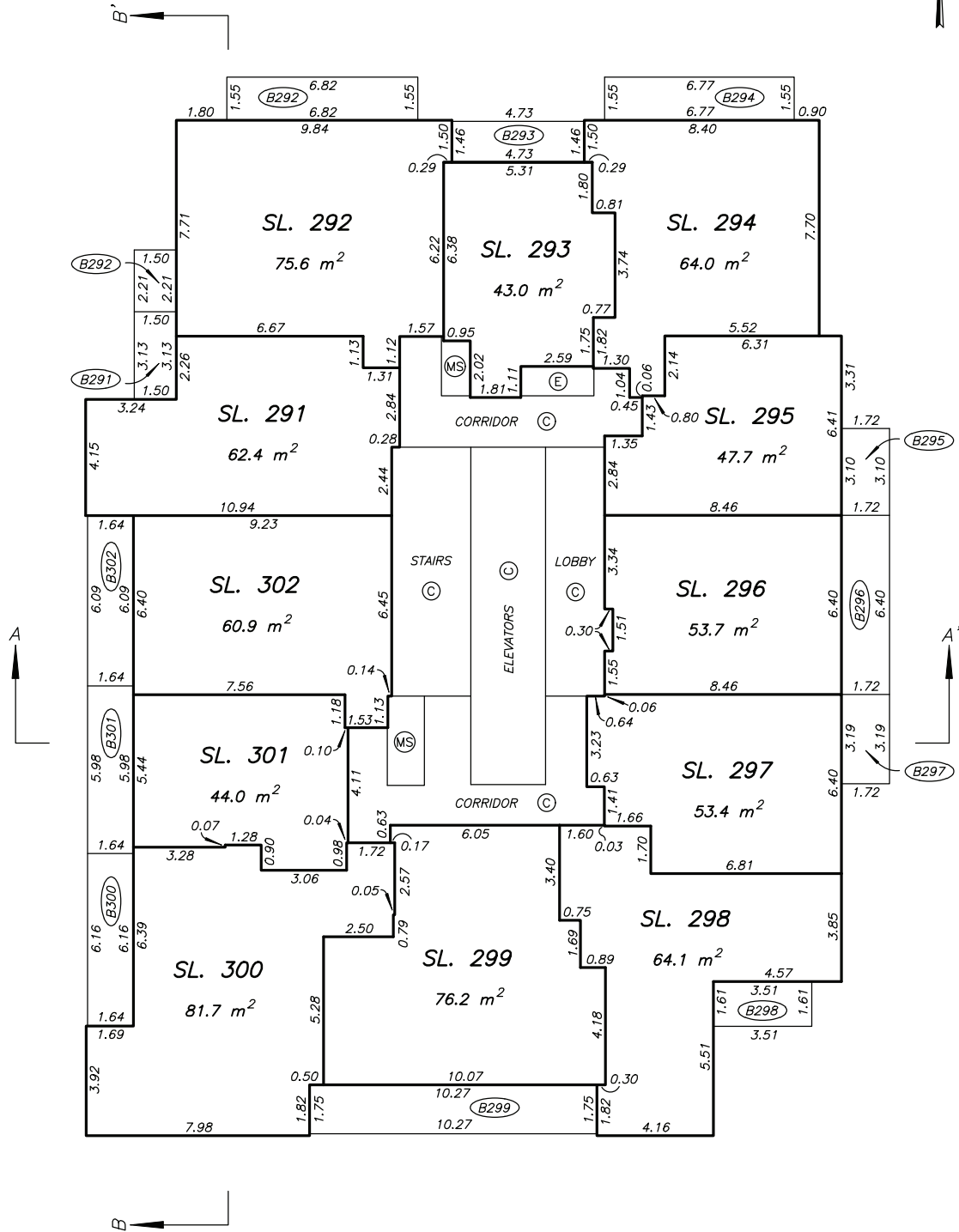
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 27 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

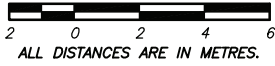


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

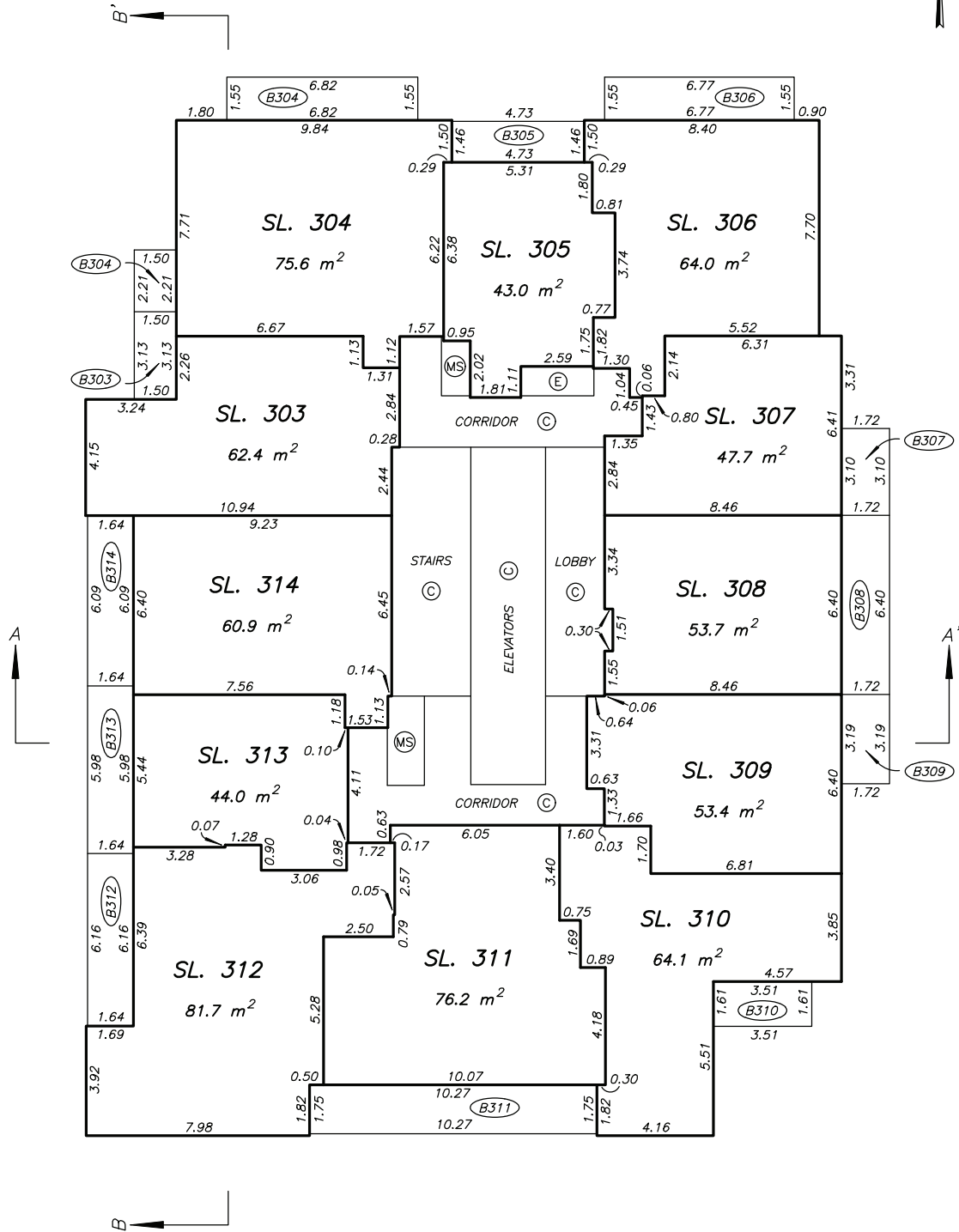
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 28 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



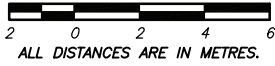
SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

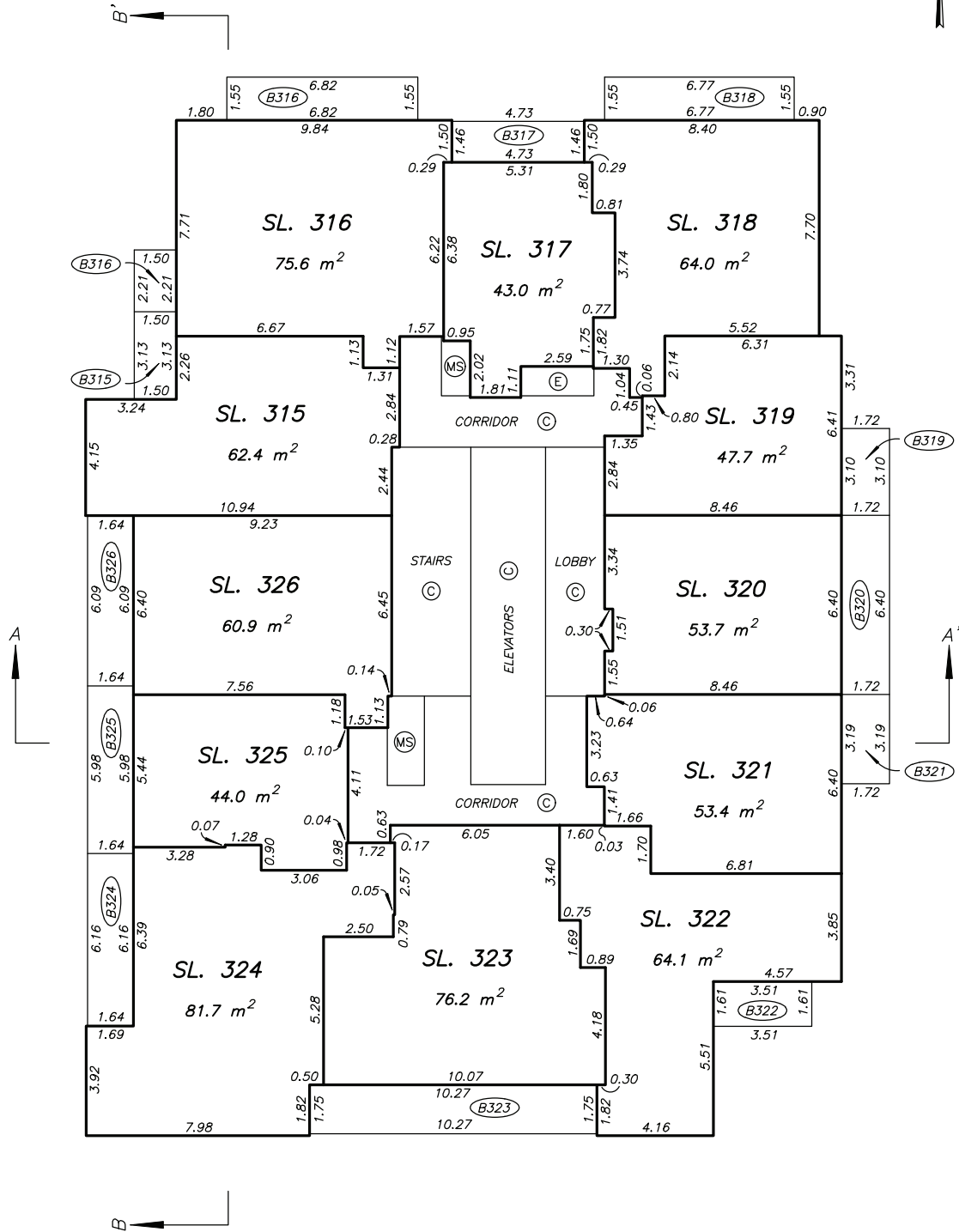
ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023



# LEVEL 29 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

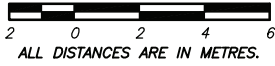


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

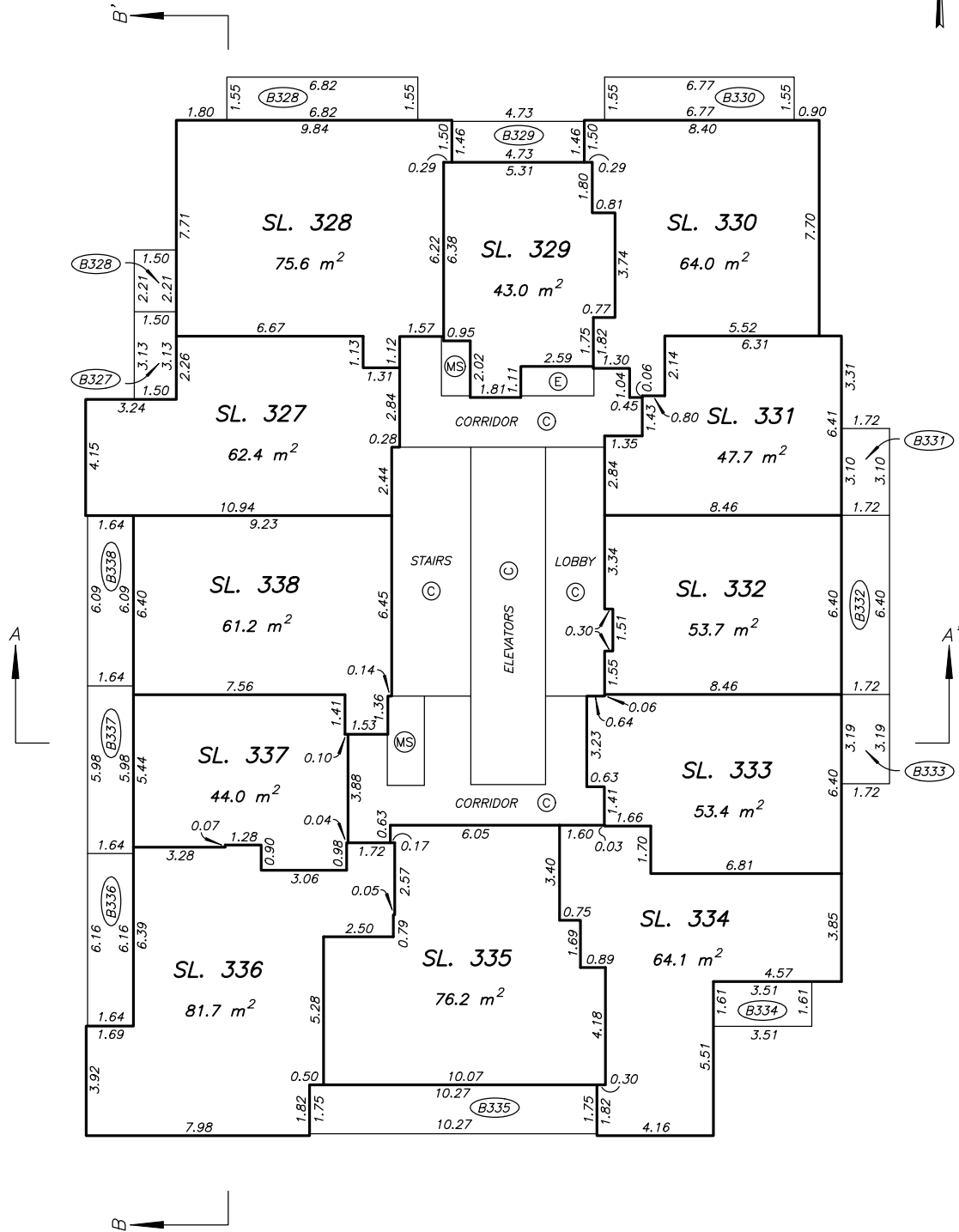
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 30 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

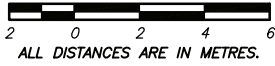


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

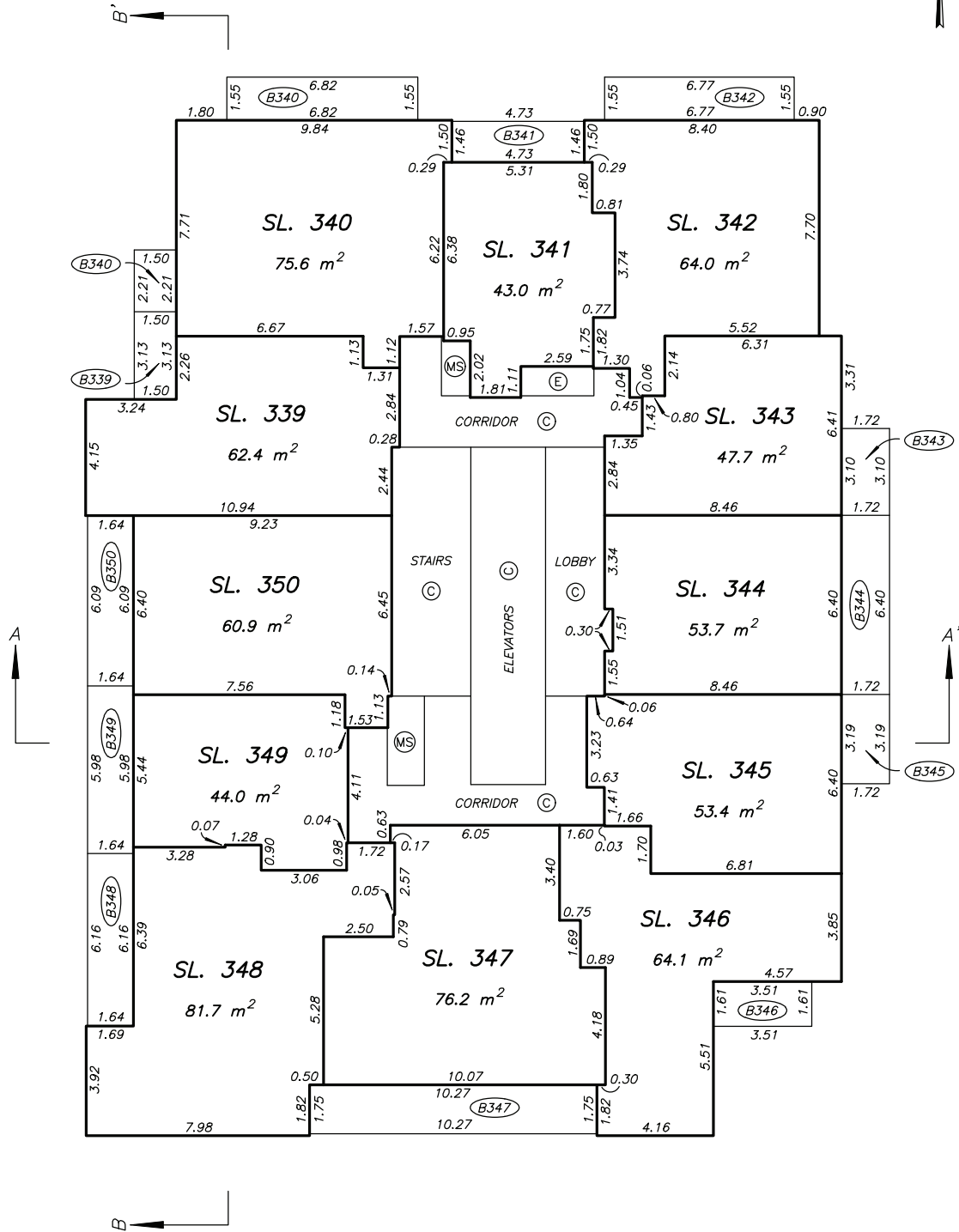
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 31 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

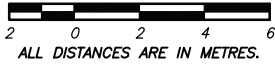


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

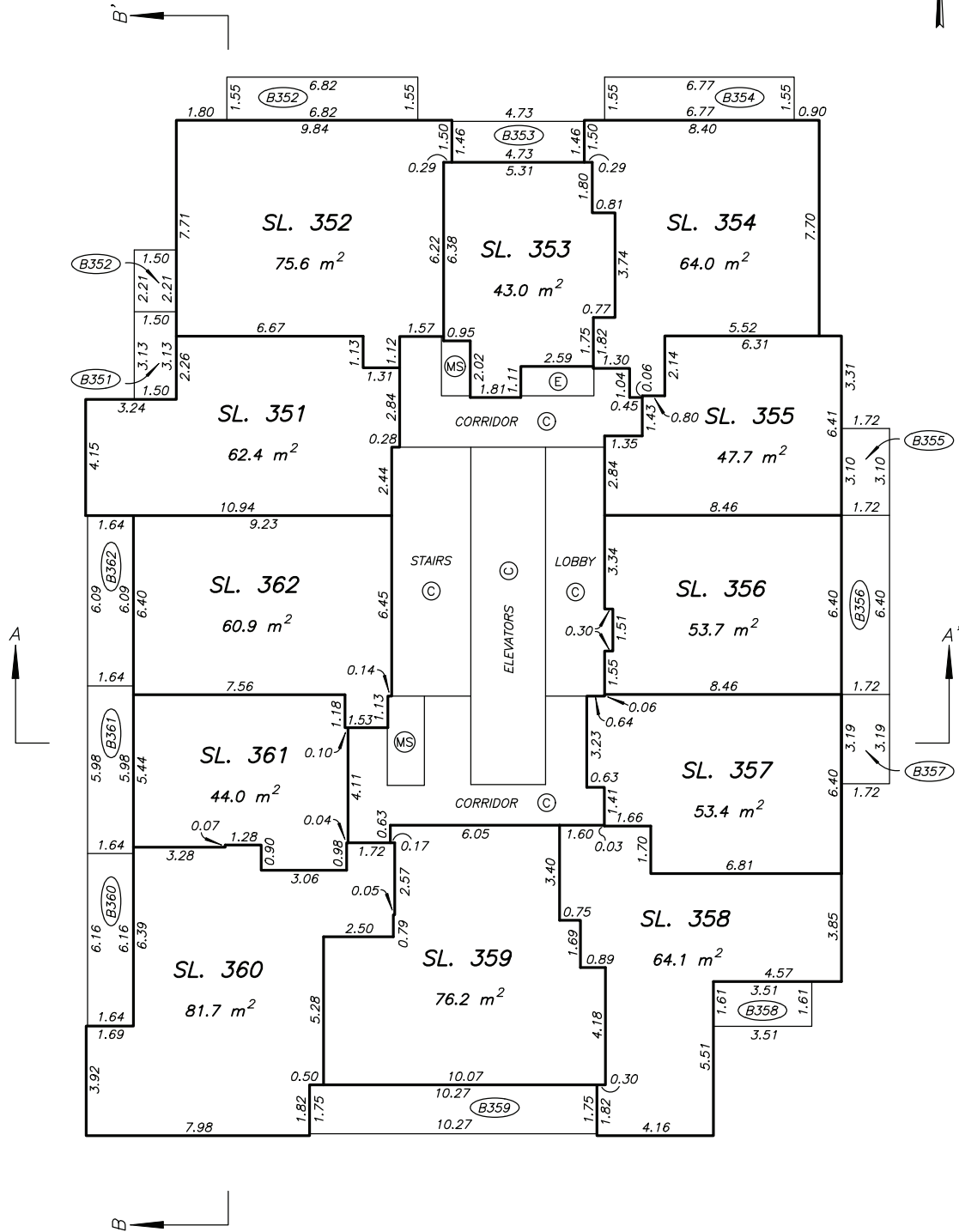
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 32 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

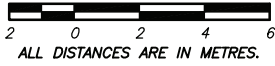


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

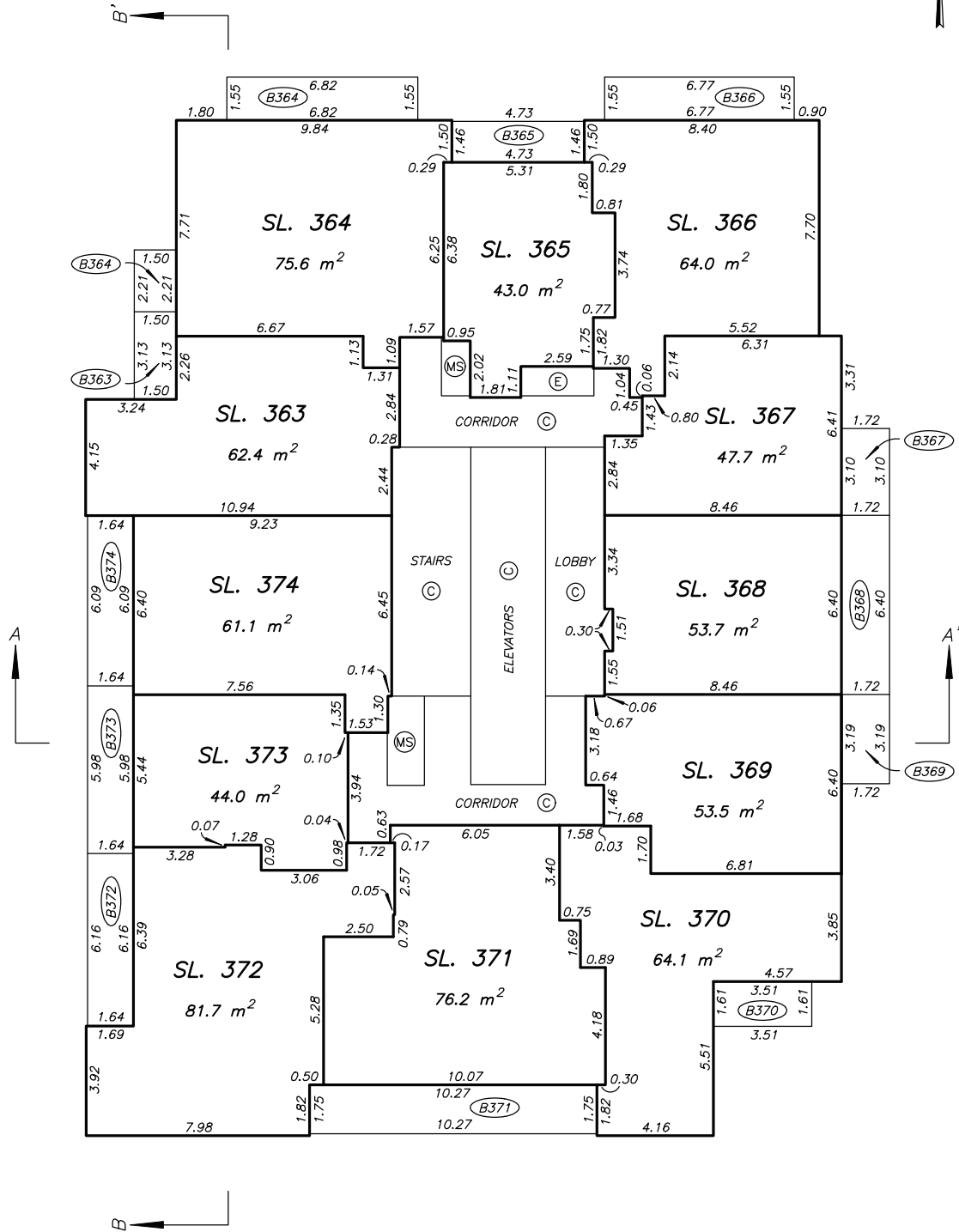
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 33 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



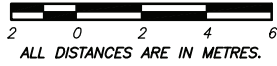
SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

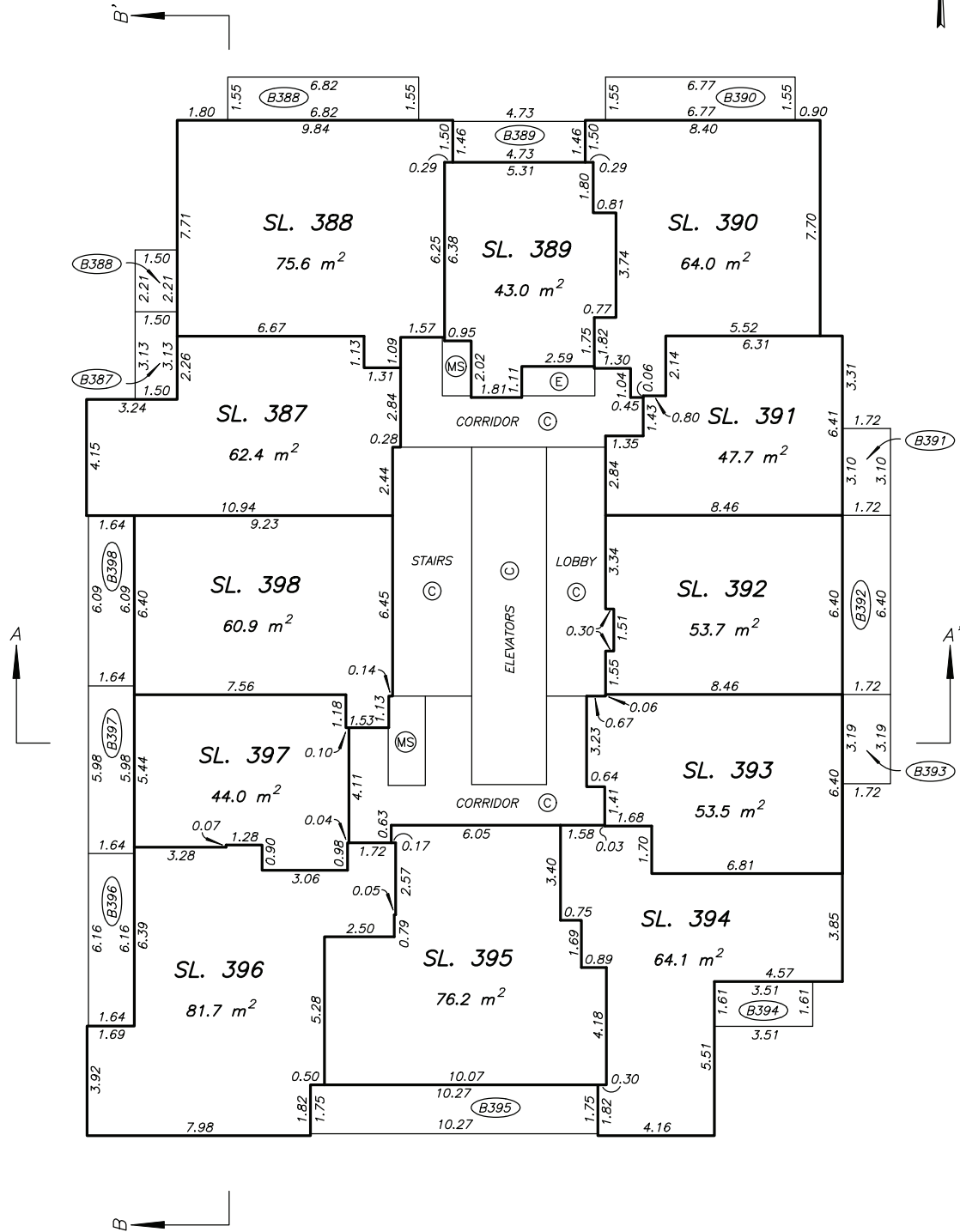
ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023



# LEVEL 35 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

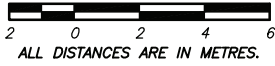


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

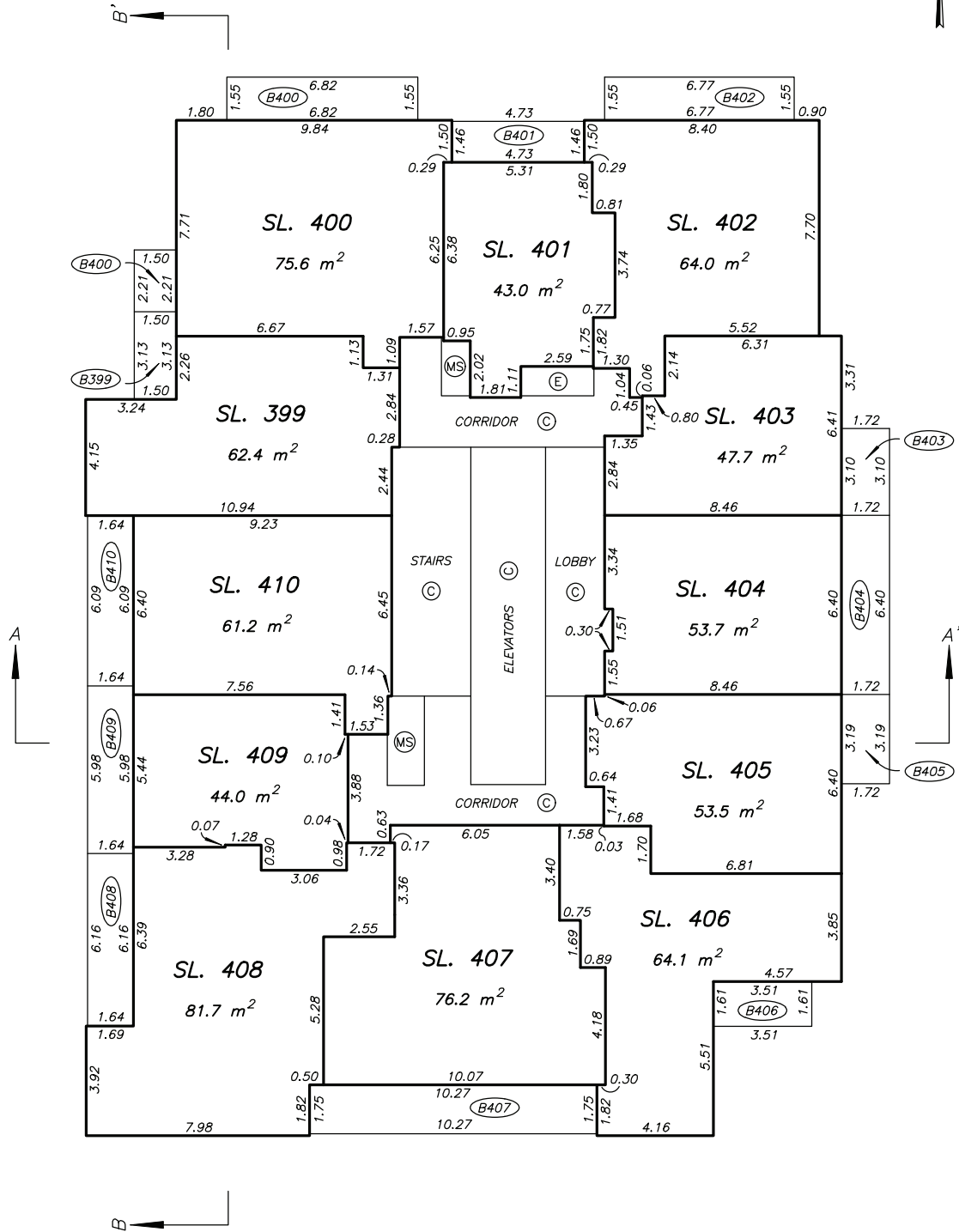
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 36 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

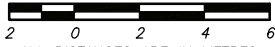
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023



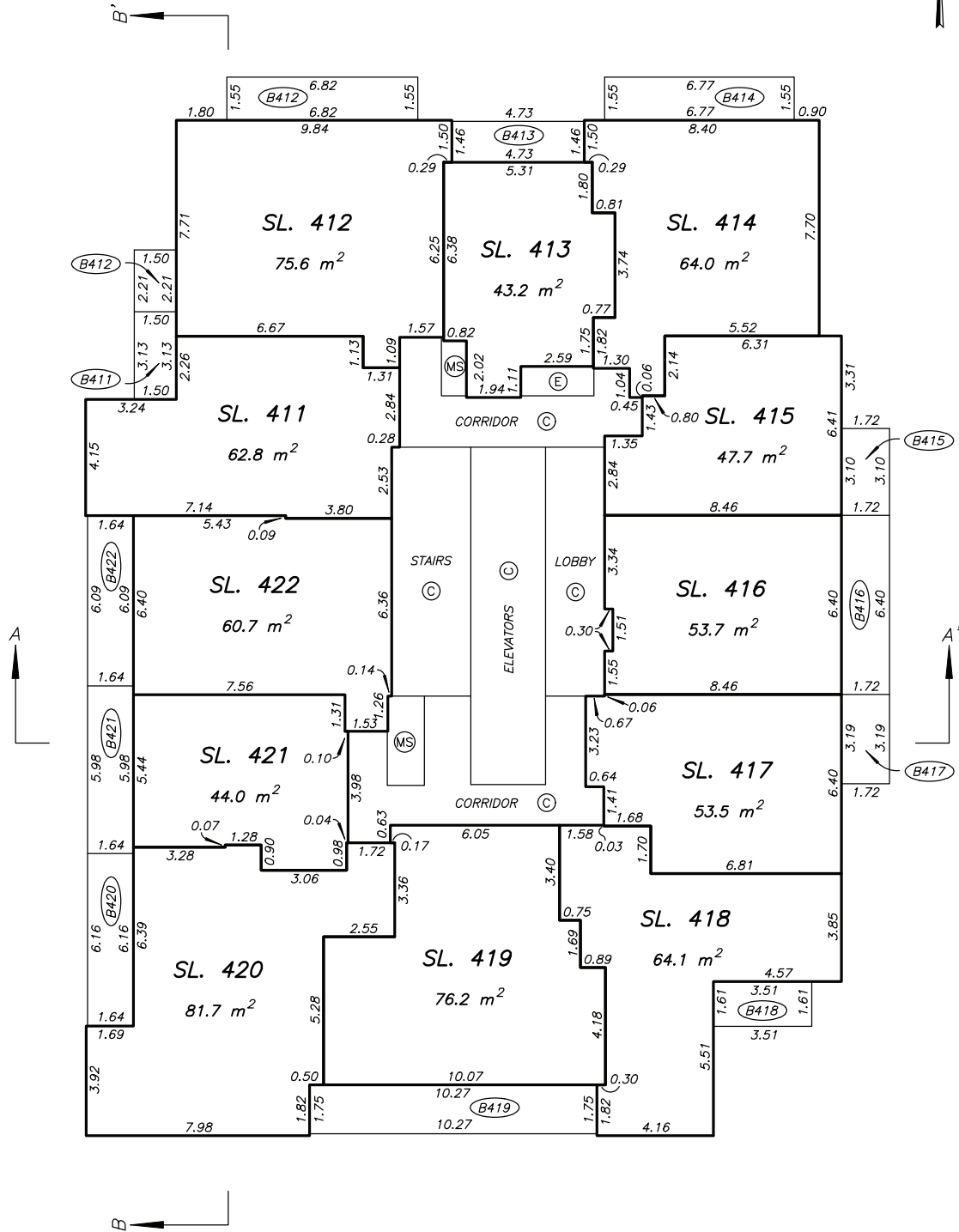
# LEVEL 37 FLOOR PLAN

# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

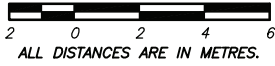


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

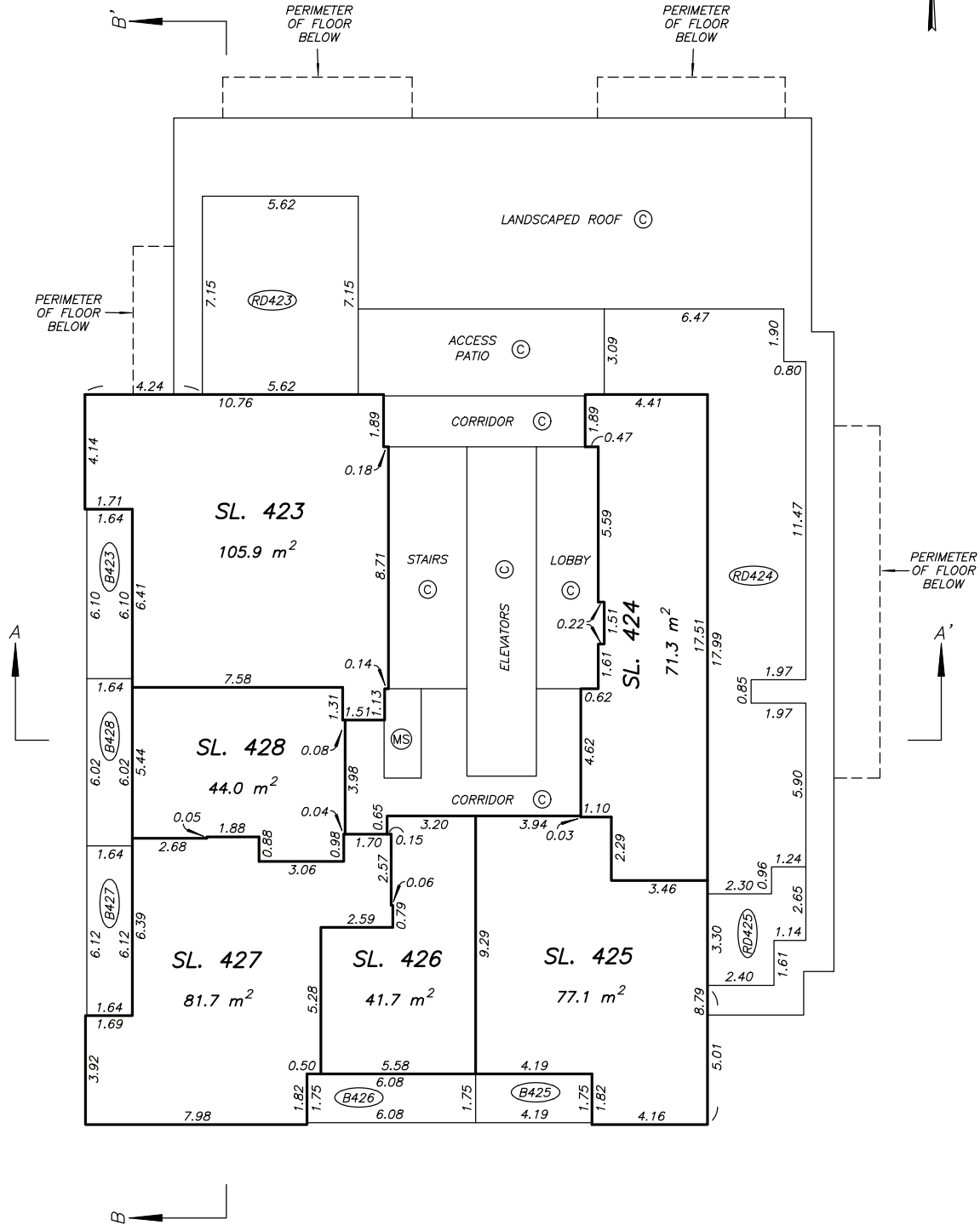
DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# LEVEL 38 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



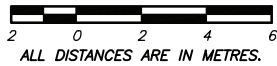
SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

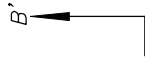
LEVEL 39  
MECHANICAL ROOM LEVEL  
FLOOR PLAN

STRATA PLAN EPS7719

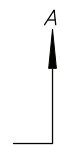
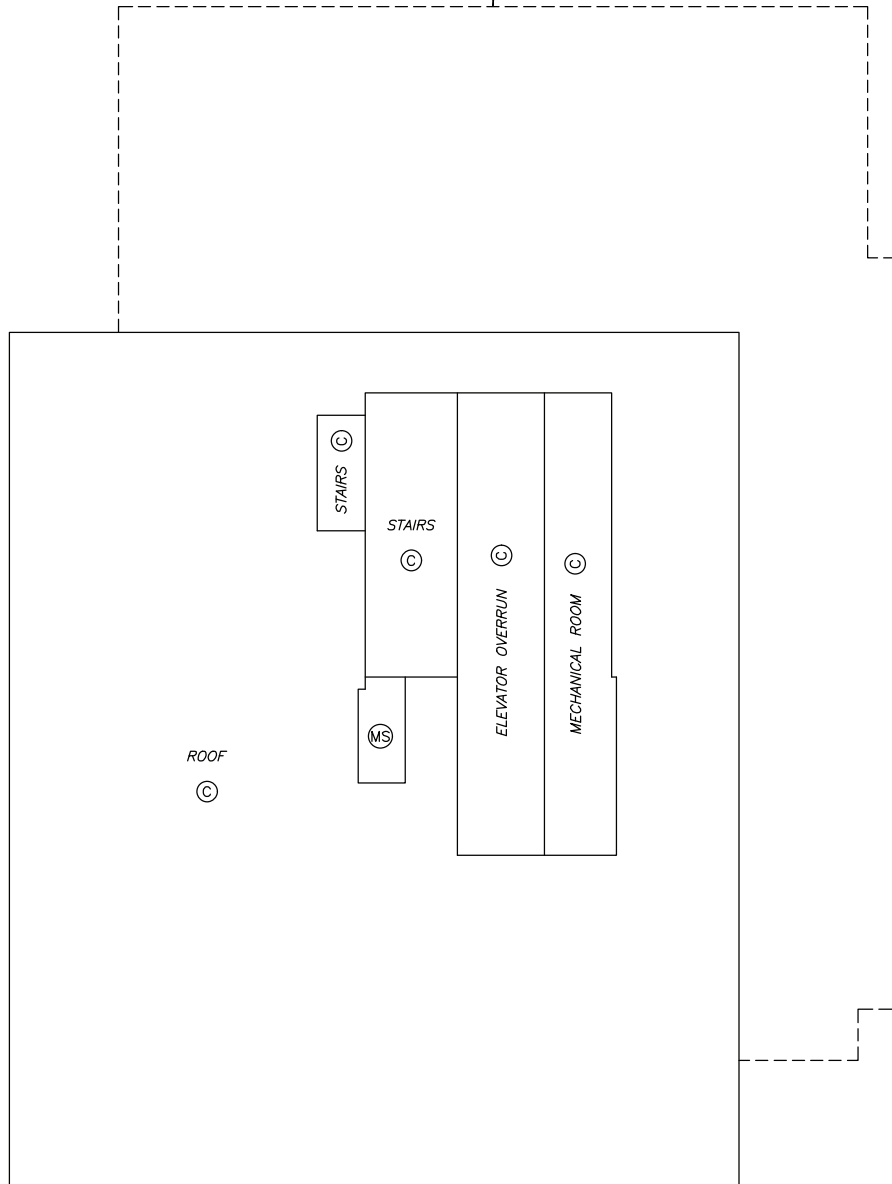


ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



PERIMETER OF FLOOR BELOW



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

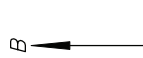
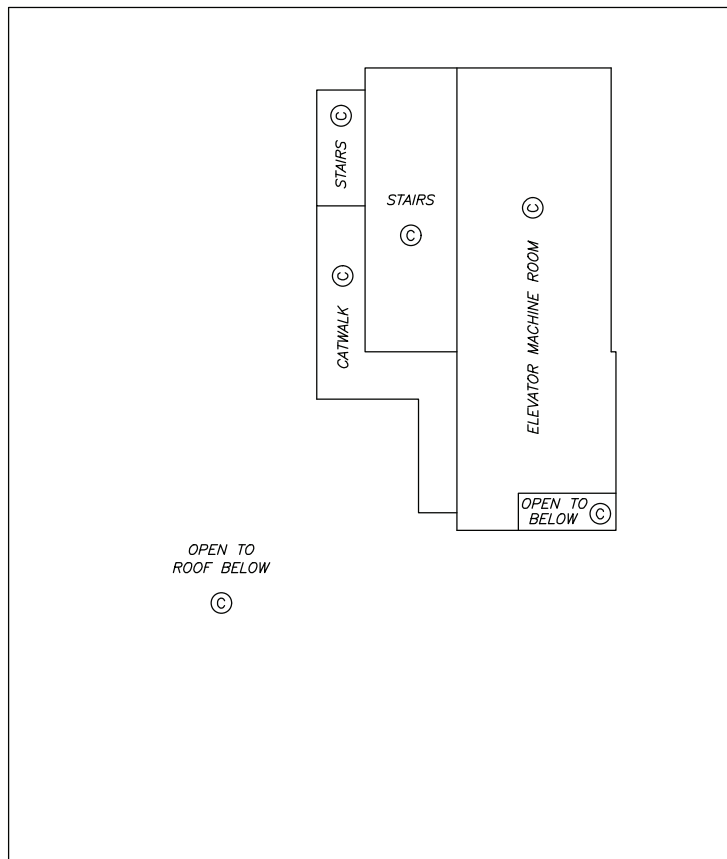
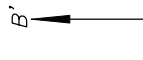
LEVEL 40  
ELEVATOR MACHINE ROOM LEVEL  
FLOOR PLAN

STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



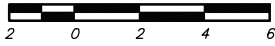
SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

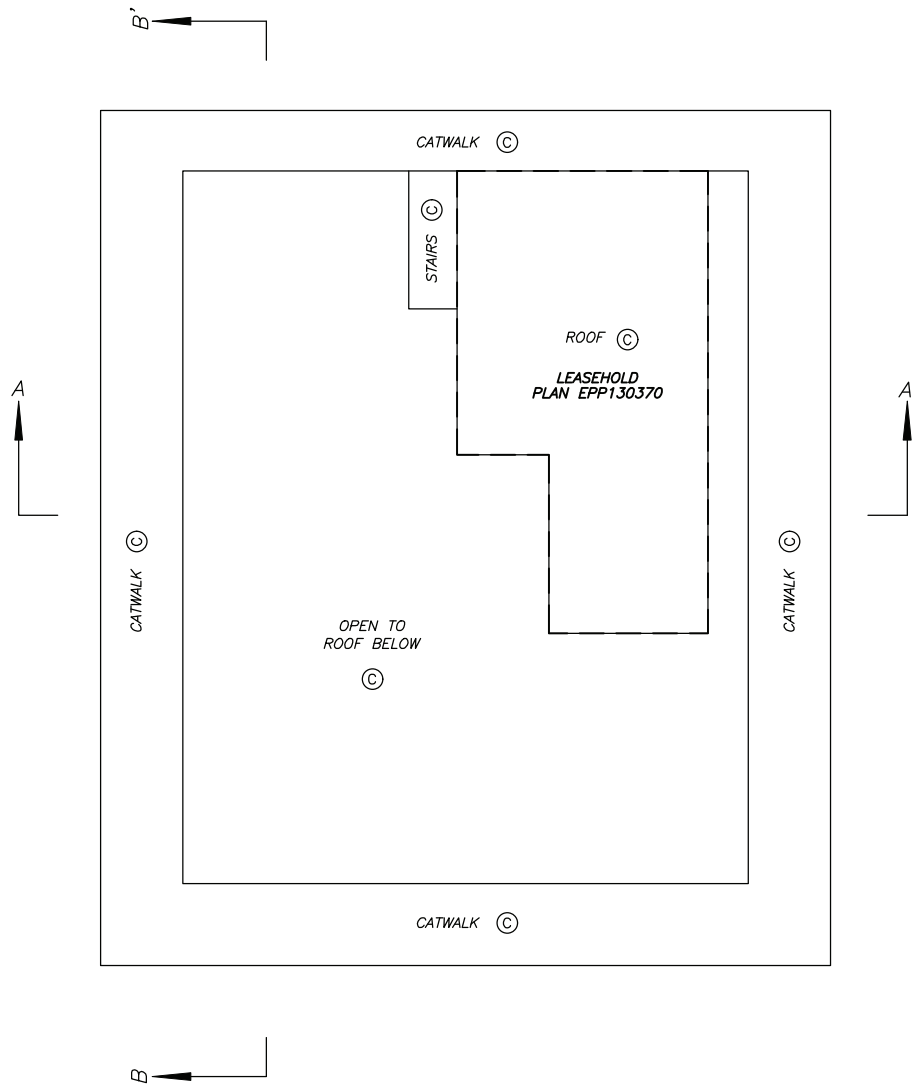
LEVEL 41  
MECHANICAL UPPER ROOF LEVEL  
FLOOR PLAN

STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

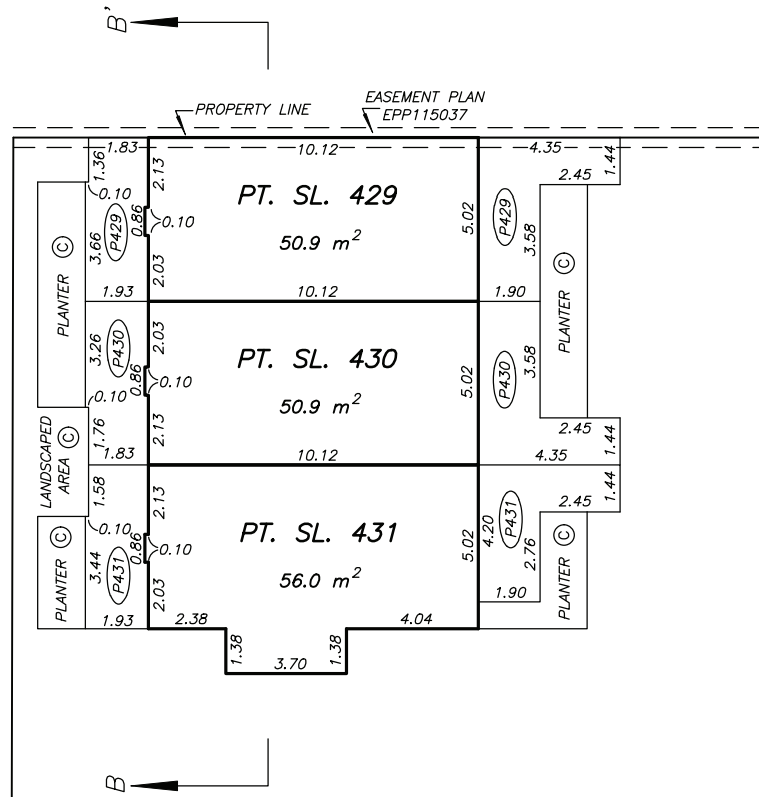
ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# TOWNHOUSE LEVEL 1 FLOOR PLAN

## STRATA PLAN EPS7719



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #11  
FOR CONTINUATION

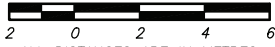
SEE SHEET #1 FOR STRATA  
LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

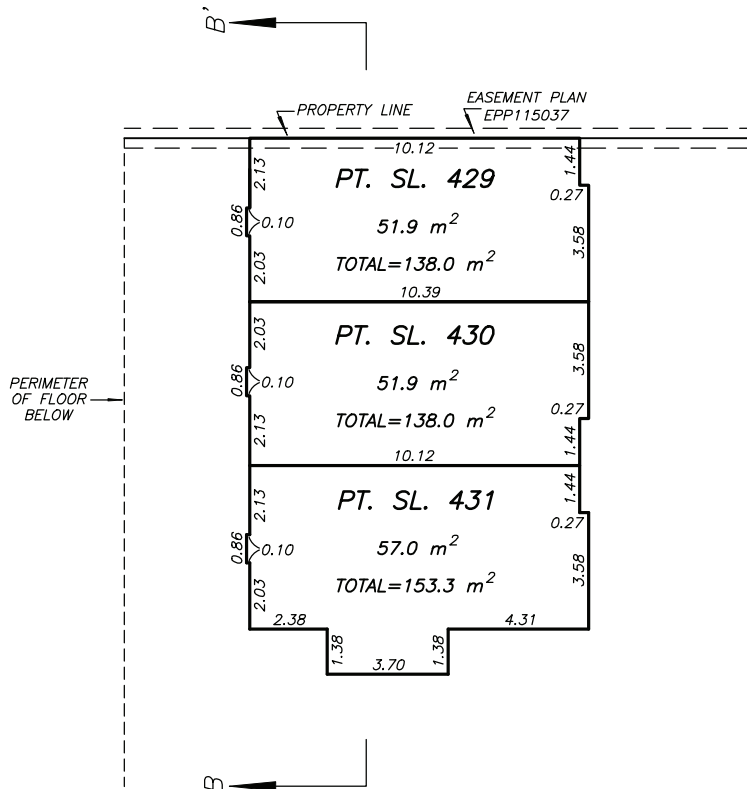
# TOWNHOUSE LEVEL 2 FLOOR PLAN

## STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #13  
FOR CONTINUATION

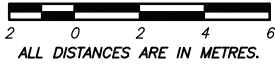
SEE SHEET #1 FOR STRATA  
LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

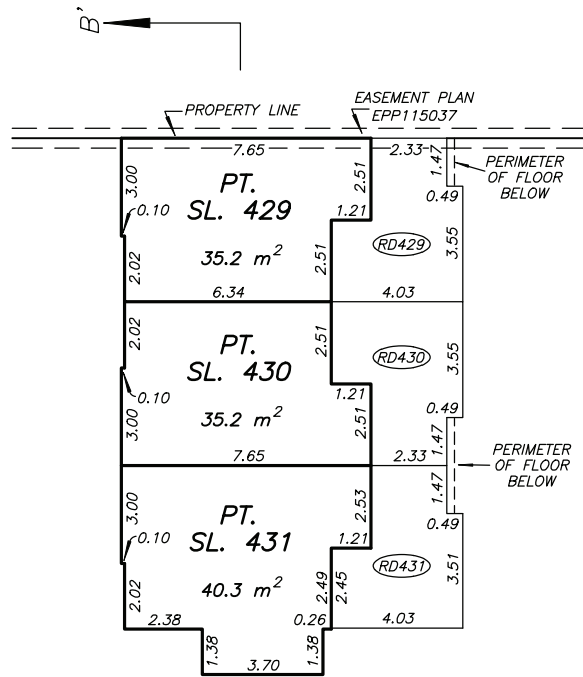
ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023

# TOWNHOUSE LEVEL 3 FLOOR PLAN

# STRATA PLAN EPS7719



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #15  
FOR CONTINUATION

SEE SHEET #1 FOR STRATA  
LOT BOUNDARY DEFINITION

DRAWING # 30870-35  
FILE # 30870-35\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 13, 2023



# CROSS SECTION A - A'

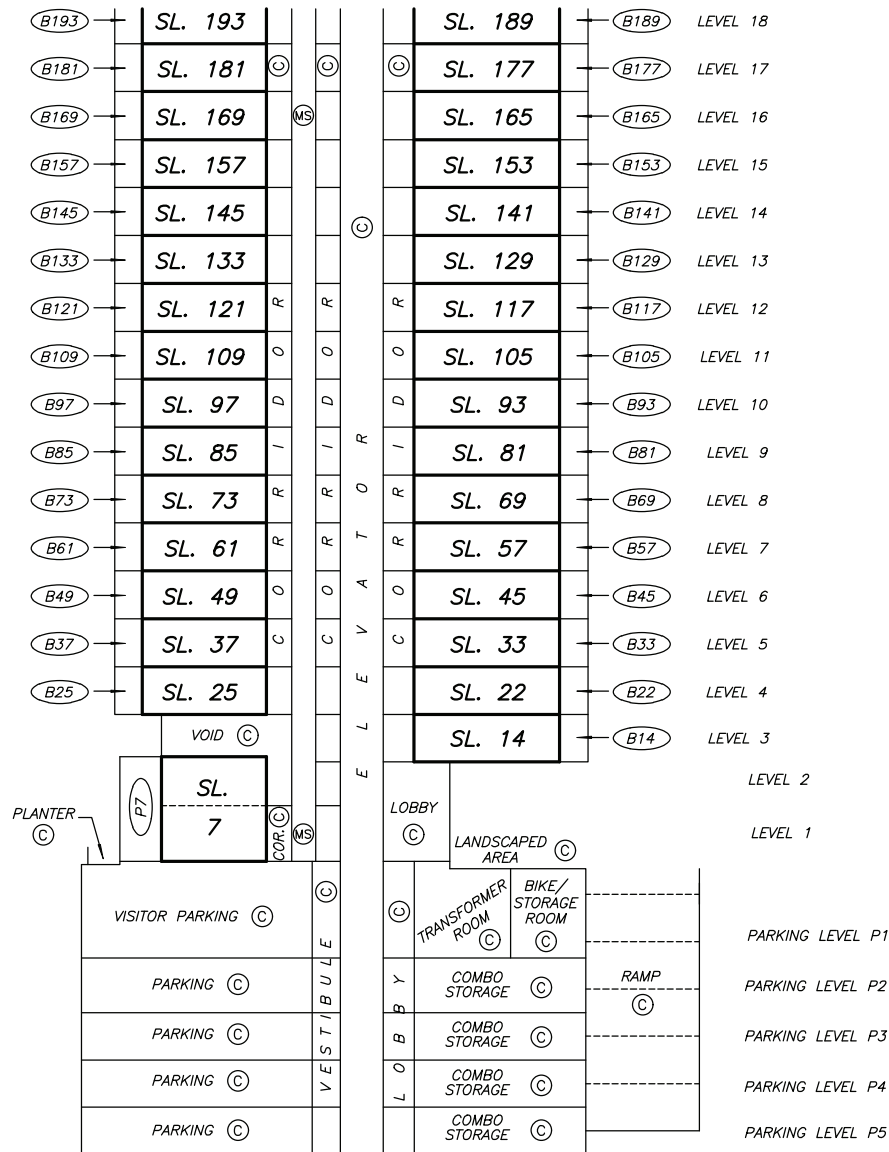
# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

SEE SHEET #61 FOR CONTINUATION



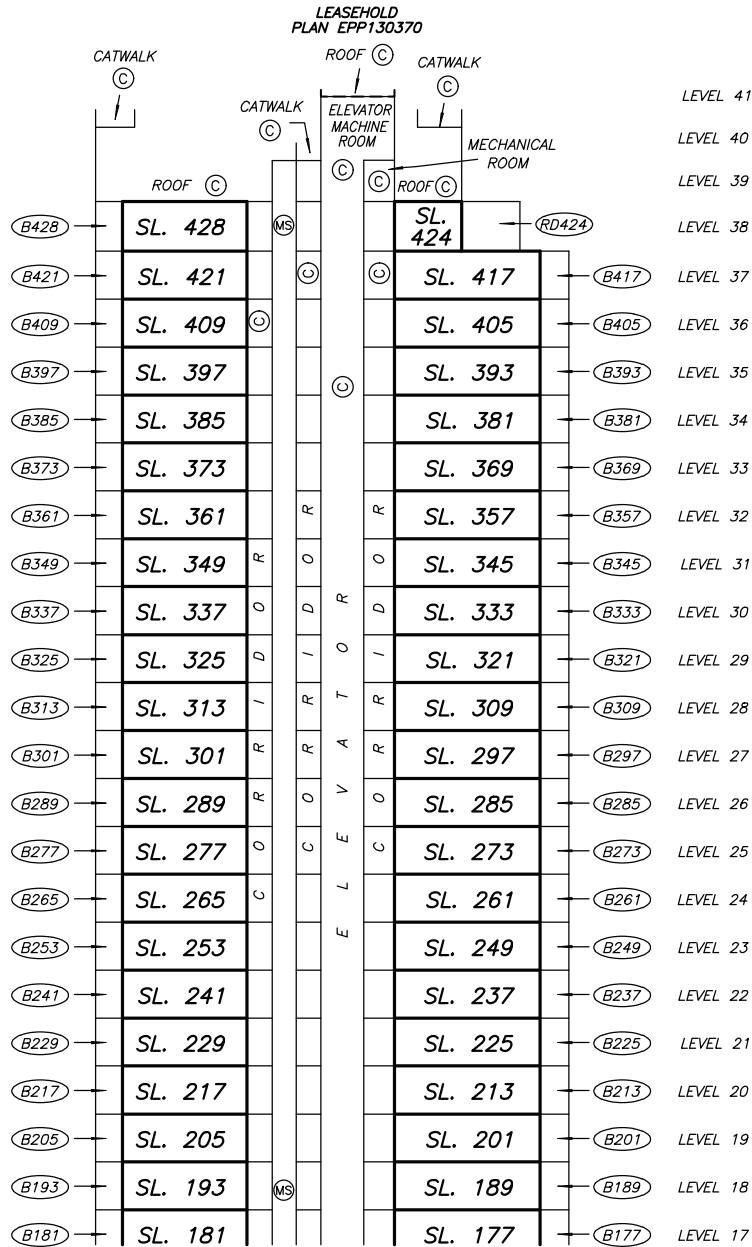
# CROSS SECTION A - A'

# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300



SEE SHEET #60  
FOR CONTINUATION

# CROSS SECTION B - B'

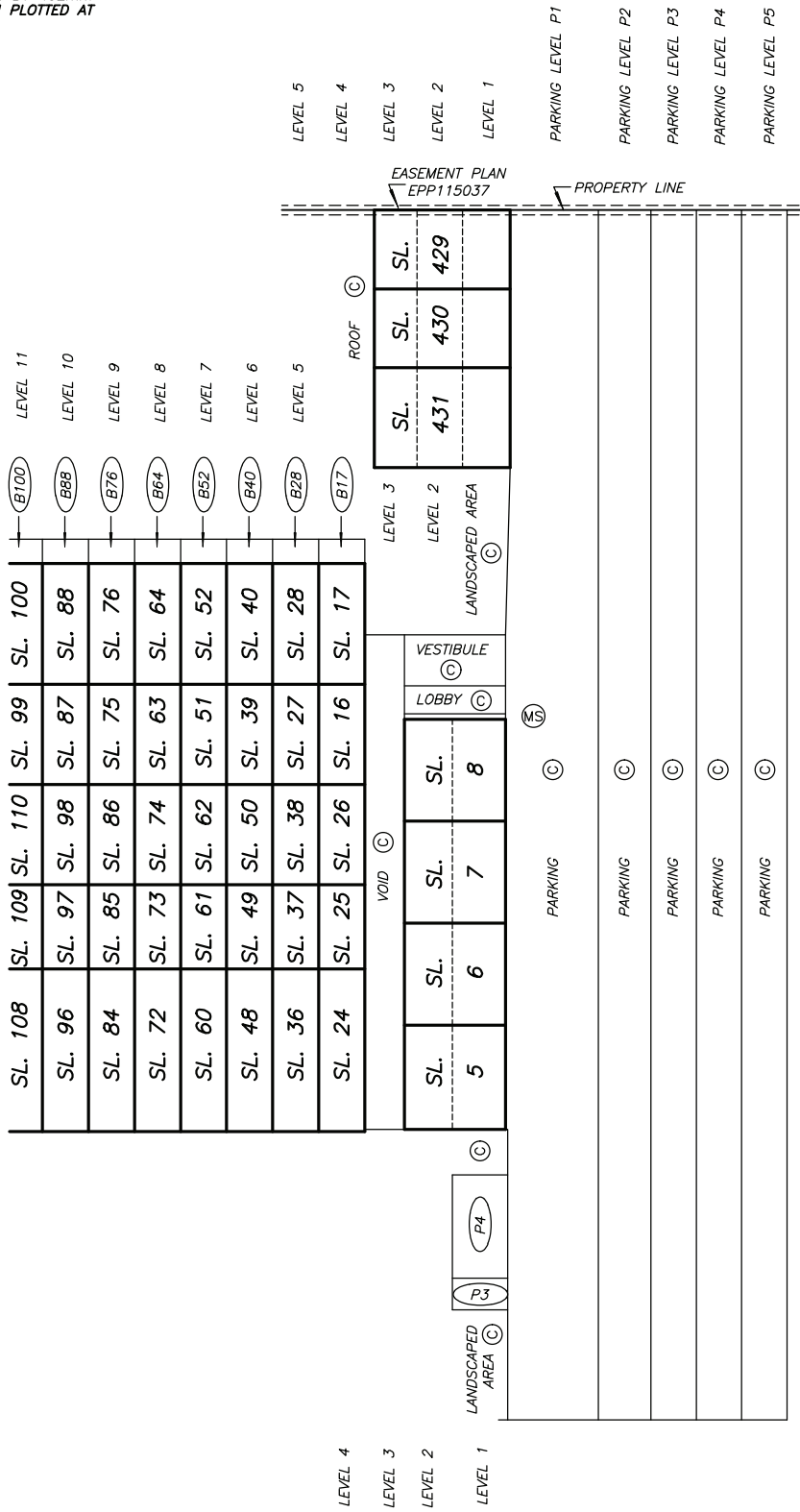
# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

SEE SHEET #63 FOR CONTINUATION



# CROSS SECTION B - B'

## STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

CATWALK		CATWALK				
						LEVEL 41
						LEVEL 40
						LEVEL 39
						LEVEL 38
						LEVEL 37
						LEVEL 36
						LEVEL 35
						LEVEL 34
						LEVEL 33
						LEVEL 32
						LEVEL 31
						LEVEL 30
						LEVEL 29
						LEVEL 28
						LEVEL 27
						LEVEL 26
						LEVEL 25
						LEVEL 24
						LEVEL 23
						LEVEL 22
						LEVEL 21
						LEVEL 20
						LEVEL 19
						LEVEL 18
						LEVEL 17
						LEVEL 16
						LEVEL 15
						LEVEL 14
						LEVEL 13
						LEVEL 12
						LEVEL 11
						LEVEL 10

SEE SHEET #62 FOR CONTINUATION

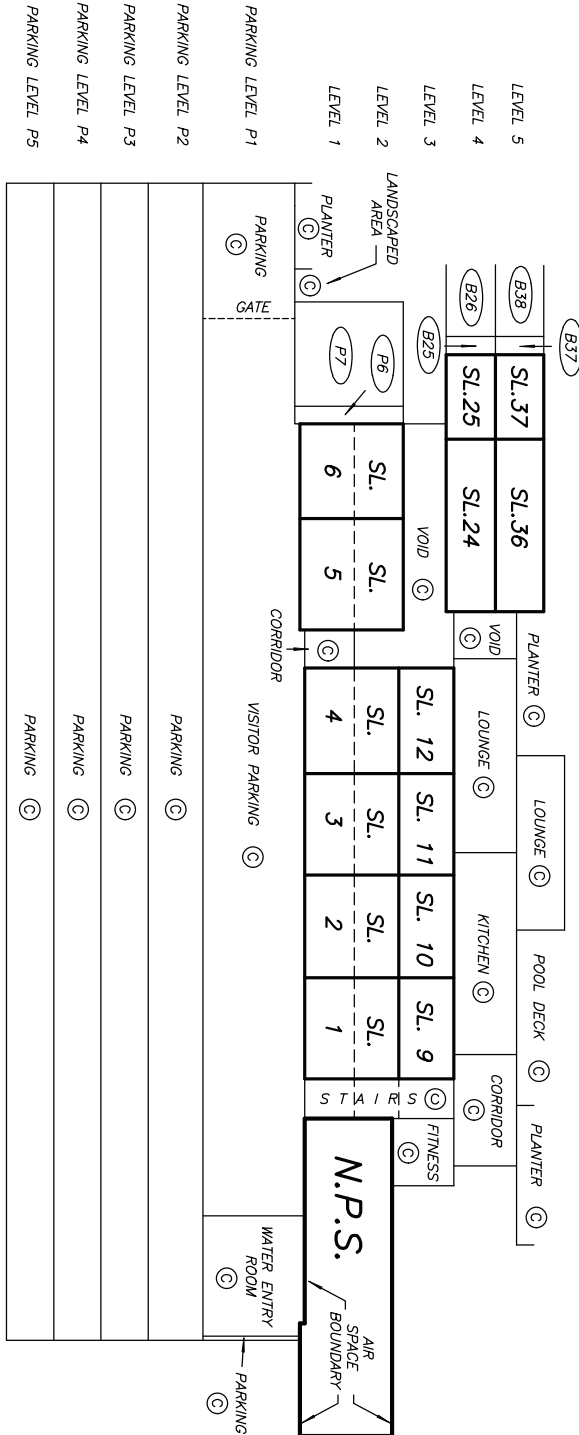
# CROSS SECTION C - C'

# STRATA PLAN EPS7719



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300



**EXHIBIT "D"**

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

[See Attached]

1. Contact

Document Fees: \$31.27

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

UD South | Form V Schedule of Unit Entitlement

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

Application Type

LTO Document Reference

**Form-V Schedule of Unit Entitlement**

3. Description of Land

PID/Plan Number

Legal Description

**EPS7719**

**THE OWNERS, STRATA PLAN EPS7719**

**Electronic Signature**

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

**Robyn Alexis  
Miles I23K2S**

Digitally signed by  
Robyn Alexis Miles I23K2S  
Date: 2023-08-02  
00:15:39 -07:00

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

Re: Strata Plan EPS7719, being a strata plan of

PID 030-861-926 Part of Lot B, Section 22, Block 5 North, Range 2 West,  
New Westminster District, Plan EPP79101, Except Air Space Plan EPP115038

---

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


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

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

**Certificate of British Columbia Land Surveyor**

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

Date: July 13th, 2023

  
\_\_\_\_\_

**OR**

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

**OR**

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

\_\_\_\_\_  
Signature of Superintendent of Real Estate



Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
1	12, 14	81.7	82	0.31
2	12, 14	81.1	81	0.31
3	12, 14	81.4	81	0.31
4	12, 14	83.4	83	0.31
5	12, 14	86.0	86	0.32
6	12, 14	84.0	84	0.32
7	12, 14	84.0	84	0.32
8	12, 14	85.1	85	0.32
9	16	40.8	41	0.15
10	16	40.6	41	0.15
11	16	40.7	41	0.15
12	16	41.8	42	0.16
13	16	57.3	57	0.22
14	16	53.8	54	0.20
15	16	64.7	65	0.25
16	18	62.4	62	0.23
17	18	75.6	76	0.29
18	18	42.9	43	0.16
19	18	64.0	64	0.24
20	18	47.8	48	0.18
21	18	53.7	54	0.20
22	18	53.8	54	0.20
23	18	64.3	64	0.24
24	18	83.3	83	0.31
25	18	43.9	44	0.17
26	18	60.9	61	0.23
27	20	62.4	62	0.23
28	20	75.6	76	0.29
29	20	42.9	43	0.16
30	20	64.0	64	0.24
31	20	47.8	48	0.18
32	20	53.7	54	0.20
33	20	53.8	54	0.20
34	20	63.1	63	0.24
35	20	76.3	76	0.29
36	20	81.6	82	0.31
37	20	43.9	44	0.17
38	20	60.9	61	0.23
39	21	62.4	62	0.23
40	21	75.6	76	0.29
41	21	42.9	43	0.16
42	21	64.0	64	0.24
43	21	47.7	48	0.18

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
44	21	53.7	54	0.20
45	21	53.8	54	0.20
46	21	63.1	63	0.24
47	21	76.3	76	0.29
48	21	81.6	82	0.31
49	21	43.9	44	0.17
50	21	60.9	61	0.23
51	22	62.4	62	0.23
52	22	75.6	76	0.29
53	22	42.9	43	0.16
54	22	64.0	64	0.24
55	22	47.7	48	0.18
56	22	53.7	54	0.20
57	22	53.8	54	0.20
58	22	63.1	63	0.24
59	22	76.3	76	0.29
60	22	81.6	82	0.31
61	22	44.0	44	0.17
62	22	60.9	61	0.23
63	23	62.4	62	0.23
64	23	75.6	76	0.29
65	23	42.9	43	0.16
66	23	64.0	64	0.24
67	23	47.7	48	0.18
68	23	53.7	54	0.20
69	23	53.8	54	0.20
70	23	63.1	63	0.24
71	23	76.2	76	0.29
72	23	81.7	82	0.31
73	23	44.0	44	0.17
74	23	60.9	61	0.23
75	24	62.4	62	0.23
76	24	75.6	76	0.29
77	24	42.9	43	0.16
78	24	64.0	64	0.24
79	24	47.7	48	0.18
80	24	53.7	54	0.20
81	24	53.8	54	0.20
82	24	63.1	63	0.24
83	24	76.2	76	0.29
84	24	81.7	82	0.31
85	24	44.0	44	0.17
86	24	60.9	61	0.23

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
87	25	62.4	62	0.23
88	25	75.6	76	0.29
89	25	42.9	43	0.16
90	25	64.0	64	0.24
91	25	47.7	48	0.18
92	25	53.7	54	0.20
93	25	53.8	54	0.20
94	25	63.1	63	0.24
95	25	76.2	76	0.29
96	25	81.7	82	0.31
97	25	44.0	44	0.17
98	25	60.9	61	0.23
99	26	62.4	62	0.23
100	26	75.6	76	0.29
101	26	42.9	43	0.16
102	26	64.0	64	0.24
103	26	47.7	48	0.18
104	26	53.7	54	0.20
105	26	53.8	54	0.20
106	26	63.1	63	0.24
107	26	76.2	76	0.29
108	26	81.7	82	0.31
109	26	44.0	44	0.17
110	26	60.9	61	0.23
111	27	62.4	62	0.23
112	27	75.6	76	0.29
113	27	43.0	43	0.16
114	27	64.0	64	0.24
115	27	47.7	48	0.18
116	27	53.7	54	0.20
117	27	53.8	54	0.20
118	27	63.1	63	0.24
119	27	76.2	76	0.29
120	27	81.7	82	0.31
121	27	44.0	44	0.17
122	27	60.9	61	0.23
123	28	62.4	62	0.23
124	28	75.6	76	0.29
125	28	42.9	43	0.16
126	28	64.0	64	0.24
127	28	47.7	48	0.18
128	28	53.7	54	0.20
129	28	53.8	54	0.20

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
130	28	63.1	63	0.24
131	28	76.2	76	0.29
132	28	81.7	82	0.31
133	28	44.0	44	0.17
134	28	60.9	61	0.23
135	29	62.4	62	0.23
136	29	75.6	76	0.29
137	29	42.9	43	0.16
138	29	64.0	64	0.24
139	29	47.7	48	0.18
140	29	53.7	54	0.20
141	29	53.8	54	0.20
142	29	63.1	63	0.24
143	29	76.2	76	0.29
144	29	81.7	82	0.31
145	29	44.0	44	0.17
146	29	60.9	61	0.23
147	30	62.4	62	0.23
148	30	75.6	76	0.29
149	30	43.0	43	0.16
150	30	64.0	64	0.24
151	30	47.7	48	0.18
152	30	53.7	54	0.20
153	30	53.8	54	0.20
154	30	63.1	63	0.24
155	30	76.2	76	0.29
156	30	81.7	82	0.31
157	30	44.0	44	0.17
158	30	60.9	61	0.23
159	31	62.4	62	0.23
160	31	75.6	76	0.29
161	31	42.9	43	0.16
162	31	64.0	64	0.24
163	31	47.7	48	0.18
164	31	53.7	54	0.20
165	31	53.8	54	0.20
166	31	63.1	63	0.24
167	31	76.2	76	0.29
168	31	81.7	82	0.31
169	31	44.0	44	0.17
170	31	60.9	61	0.23
171	32	62.4	62	0.23
172	32	75.6	76	0.29

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
173	32	43.0	43	0.16
174	32	64.0	64	0.24
175	32	47.7	48	0.18
176	32	53.7	54	0.20
177	32	53.8	54	0.20
178	32	63.1	63	0.24
179	32	76.2	76	0.29
180	32	81.7	82	0.31
181	32	44.0	44	0.17
182	32	60.9	61	0.23
183	33	62.4	62	0.23
184	33	75.6	76	0.29
185	33	42.9	43	0.16
186	33	64.0	64	0.24
187	33	47.7	48	0.18
188	33	53.7	54	0.20
189	33	53.8	54	0.20
190	33	63.1	63	0.24
191	33	76.2	76	0.29
192	33	81.7	82	0.31
193	33	44.0	44	0.17
194	33	60.9	61	0.23
195	34	62.4	62	0.23
196	34	75.6	76	0.29
197	34	43.0	43	0.16
198	34	64.0	64	0.24
199	34	47.7	48	0.18
200	34	53.7	54	0.20
201	34	53.8	54	0.20
202	34	63.1	63	0.24
203	34	76.2	76	0.29
204	34	81.7	82	0.31
205	34	44.0	44	0.17
206	34	60.9	61	0.23
207	35	62.4	62	0.23
208	35	75.6	76	0.29
209	35	43.0	43	0.16
210	35	64.0	64	0.24
211	35	47.7	48	0.18
212	35	53.7	54	0.20
213	35	53.8	54	0.20
214	35	63.1	63	0.24
215	35	76.2	76	0.29

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
216	35	81.7	82	0.31
217	35	44.0	44	0.17
218	35	60.9	61	0.23
219	36	62.4	62	0.23
220	36	75.6	76	0.29
221	36	43.0	43	0.16
222	36	64.0	64	0.24
223	36	47.7	48	0.18
224	36	53.7	54	0.20
225	36	53.8	54	0.20
226	36	63.1	63	0.24
227	36	76.2	76	0.29
228	36	81.7	82	0.31
229	36	44.0	44	0.17
230	36	60.9	61	0.23
231	37	62.4	62	0.23
232	37	75.6	76	0.29
233	37	43.0	43	0.16
234	37	64.0	64	0.24
235	37	47.7	48	0.18
236	37	53.7	54	0.20
237	37	53.8	54	0.20
238	37	63.1	63	0.24
239	37	76.2	76	0.29
240	37	81.7	82	0.31
241	37	44.0	44	0.17
242	37	60.9	61	0.23
243	38	62.4	62	0.23
244	38	75.6	76	0.29
245	38	43.0	43	0.16
246	38	64.0	64	0.24
247	38	47.7	48	0.18
248	38	53.7	54	0.20
249	38	53.8	54	0.20
250	38	63.1	63	0.24
251	38	76.2	76	0.29
252	38	81.7	82	0.31
253	38	44.0	44	0.17
254	38	60.9	61	0.23
255	39	62.4	62	0.23
256	39	75.6	76	0.29
257	39	43.0	43	0.16
258	39	64.0	64	0.24

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
259	39	47.7	48	0.18
260	39	53.7	54	0.20
261	39	53.8	54	0.20
262	39	63.1	63	0.24
263	39	76.2	76	0.29
264	39	81.7	82	0.31
265	39	44.0	44	0.17
266	39	60.9	61	0.23
267	40	62.4	62	0.23
268	40	75.6	76	0.29
269	40	43.0	43	0.16
270	40	64.0	64	0.24
271	40	47.7	48	0.18
272	40	53.7	54	0.20
273	40	53.8	54	0.20
274	40	63.1	63	0.24
275	40	76.2	76	0.29
276	40	81.7	82	0.31
277	40	44.0	44	0.17
278	40	60.9	61	0.23
279	41	62.4	62	0.23
280	41	75.6	76	0.29
281	41	43.0	43	0.16
282	41	64.0	64	0.24
283	41	47.7	48	0.18
284	41	53.7	54	0.20
285	41	53.8	54	0.20
286	41	63.1	63	0.24
287	41	76.2	76	0.29
288	41	81.7	82	0.31
289	41	44.0	44	0.17
290	41	60.9	61	0.23
291	42	62.4	62	0.23
292	42	75.6	76	0.29
293	42	43.0	43	0.16
294	42	64.0	64	0.24
295	42	47.7	48	0.18
296	42	53.7	54	0.20
297	42	53.4	53	0.20
298	42	64.1	64	0.24
299	42	76.2	76	0.29
300	42	81.7	82	0.31
301	42	44.0	44	0.17

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
302	42	60.9	61	0.23
303	43	62.4	62	0.23
304	43	75.6	76	0.29
305	43	43.0	43	0.16
306	43	64.0	64	0.24
307	43	47.7	48	0.18
308	43	53.7	54	0.20
309	43	53.4	53	0.20
310	43	64.1	64	0.24
311	43	76.2	76	0.29
312	43	81.7	82	0.31
313	43	44.0	44	0.17
314	43	60.9	61	0.23
315	44	62.4	62	0.23
316	44	75.6	76	0.29
317	44	43.0	43	0.16
318	44	64.0	64	0.24
319	44	47.7	48	0.18
320	44	53.7	54	0.20
321	44	53.4	53	0.20
322	44	64.1	64	0.24
323	44	76.2	76	0.29
324	44	81.7	82	0.31
325	44	44.0	44	0.17
326	44	60.9	61	0.23
327	45	62.4	62	0.23
328	45	75.6	76	0.29
329	45	43.0	43	0.16
330	45	64.0	64	0.24
331	45	47.7	48	0.18
332	45	53.7	54	0.20
333	45	53.4	53	0.20
334	45	64.1	64	0.24
335	45	76.2	76	0.29
336	45	81.7	82	0.31
337	45	44.0	44	0.17
338	45	61.2	61	0.23
339	46	62.4	62	0.23
340	46	75.6	76	0.29
341	46	43.0	43	0.16
342	46	64.0	64	0.24
343	46	47.7	48	0.18
344	46	53.7	54	0.20



Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
345	46	53.4	53	0.20
346	46	64.1	64	0.24
347	46	76.2	76	0.29
348	46	81.7	82	0.31
349	46	44.0	44	0.17
350	46	60.9	61	0.23
351	47	62.4	62	0.23
352	47	75.6	76	0.29
353	47	43.0	43	0.16
354	47	64.0	64	0.24
355	47	47.7	48	0.18
356	47	53.7	54	0.20
357	47	53.4	53	0.20
358	47	64.1	64	0.24
359	47	76.2	76	0.29
360	47	81.7	82	0.31
361	47	44.0	44	0.17
362	47	60.9	61	0.23
363	48	62.4	62	0.23
364	48	75.6	76	0.29
365	48	43.0	43	0.16
366	48	64.0	64	0.24
367	48	47.7	48	0.18
368	48	53.7	54	0.20
369	48	53.5	54	0.20
370	48	64.1	64	0.24
371	48	76.2	76	0.29
372	48	81.7	82	0.31
373	48	44.0	44	0.17
374	48	61.1	61	0.23
375	49	62.4	62	0.23
376	49	75.6	76	0.29
377	49	42.7	43	0.16
378	49	64.3	64	0.24
379	49	47.7	48	0.18
380	49	53.7	54	0.20
381	49	53.5	54	0.20
382	49	64.2	64	0.24
383	49	76.1	76	0.29
384	49	81.7	82	0.31
385	49	44.1	44	0.17
386	49	60.8	61	0.23
387	50	62.4	62	0.23

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
388	50	75.6	76	0.29
389	50	43.0	43	0.16
390	50	64.0	64	0.24
391	50	47.7	48	0.18
392	50	53.7	54	0.20
393	50	53.5	54	0.20
394	50	64.1	64	0.24
395	50	76.2	76	0.29
396	50	81.7	82	0.31
397	50	44.0	44	0.17
398	50	60.9	61	0.23
399	51	62.4	62	0.23
400	51	75.6	76	0.29
401	51	43.0	43	0.16
402	51	64.0	64	0.24
403	51	47.7	48	0.18
404	51	53.7	54	0.20
405	51	53.5	54	0.20
406	51	64.1	64	0.24
407	51	76.2	76	0.29
408	51	81.7	82	0.31
409	51	44.0	44	0.17
410	51	61.2	61	0.23
411	52	62.8	63	0.24
412	52	75.6	76	0.29
413	52	43.2	43	0.16
414	52	64.0	64	0.24
415	52	47.7	48	0.18
416	52	53.7	54	0.20
417	52	53.5	54	0.20
418	52	64.1	64	0.24
419	52	76.2	76	0.29
420	52	81.7	82	0.31
421	52	44.0	44	0.17
422	52	60.7	61	0.23
423	53	105.9	106	0.40
424	53	71.3	71	0.27
425	53	77.1	77	0.29
426	53	41.7	42	0.16
427	53	81.7	82	0.31
428	53	44.0	44	0.17
429	57, 58, 59	138.0	138	0.52
430	57, 58, 59	138.0	138	0.52

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
431	57, 58, 59	153.3	153	0.58
Total number of lots: 431			Total unit entitlement: 26508	

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

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

Date: August 2, 2023



Signature of Owner Developer

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

**EXHIBIT "E"**

**FINAL ESTIMATED OPERATING BUDGETS**

[See Attached]

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

<u>ACCOUNT</u>	<u>REVENUE</u>	<u>AMOUNT</u>
3310-000	Strata Fees	\$ 1,447,034.16
	CRF Allocation	\$ 62,317.45
	<b>Total Revenue</b>	<b>\$ 1,509,351.61</b>
	<b><u>OPERATING EXPENSES</u></b>	
	<b><u>CLEANING CONTRACTS</u></b>	
4110-000	Janitorial Contract	\$ 49,500.00
4130-000	Garbage/Recycling	\$ 40,100.00
4120-000	Window Cleaning	\$ 17,050.00
4530-000	Building Manager	\$ 52,500.00
	<b>TOTAL</b>	<b>\$ 159,150.00</b>
	<b><u>CLEANING OTHER</u></b>	
4210-000	Flooring/Carpeting	\$ 4,400.00
4240-000	Janitorial Supplies	\$ 3,600.00
4350-000	Dryer Vent Cleaning	\$ 15,000.00
	<b>TOTAL</b>	<b>\$ 23,000.00</b>
	<b><u>REPAIR AND MAINTENANCE</u></b>	
4510-000	Elevator Maintenance	\$ 44,150.00
4520-000	**** HVAC/Mechanical	\$ 15,000.00
4540-000	**** Fire and Life Safety	\$ 9,600.00
4540-100	**** Alarm Monitoring	\$ 4,860.00
4610-000	**** Electrical	\$ 1,800.00
4620-000	**** General	\$ 18,000.00
4640-000	Painting	\$ 4,890.00
4630-000	**** Plumbing	\$ 3,900.00
4740-100	Enterphone Lease	\$ 58,000.00
4780-500	**** Building Envelope	
	**** Inspection	
	**** Repairs & Maintenance	
	**** Pressure Washing	
4810-000	**** Maintenance Supplies	\$ 4,200.00
4820-100	**** Emergency Generator Service/Fuel	\$ 3,640.00
4820-300	Parking Lot Cleaning (43/57 Split)	\$ 5,985.00
4820-320	*** Auto Courtyard Maintenance (43/57 split)	\$ 2,052.00
4820-400	Parkade Gate (43/57 Split)	\$ 3,420.00
	<b>TOTAL</b>	<b>\$ 179,497.00</b>
	<b><u>UTILITIES</u></b>	
4910-000	Electricity	\$ 96,000.00
4920-000	**** Heating & Hot Water	\$ 186,500.00

4940-000		Water & Sewer	\$	102,500.00
4960-000		Enterphone/Intercom/Fobs	\$	3,600.00
		<b>TOTAL</b>	<b>\$</b>	<b>388,600.00</b>
<b>SERVICE CONTRACTS</b>				
5105-000	****	Irrigation System Maint.	\$	1,800.00
5110-000	****	Landscaping Contract	\$	15,000.00
5130-000	****	Pest Control	\$	3,900.00
5140-000	****	Snow Removal	\$	4,500.00
		<b>TOTAL</b>	<b>\$</b>	<b>25,200.00</b>
<b>OTHER</b>				
5210-000		Keys and Locks	\$	1,800.00
		<b>TOTAL</b>	<b>\$</b>	<b>1,800.00</b>
<b>ADMIN SERVICE CONTRACT</b>				
5410-000		Management Fees	\$	83,682.00
5420-000		Professional Fees / Appraisal	\$	1,860.00
5420-200		Legal	\$	900.00
		<b>TOTAL</b>	<b>\$</b>	<b>86,442.00</b>
<b>ADMIN OFFICE EXPENSES</b>				
5520-000		Postage	\$	3,600.00
5540-000		Telephone	\$	2,500.00
5550-100		Photocopier	\$	3,900.00
5560-000		Bank Service Charges	\$	360.00
5590-000		Sundry Operating Expenses	\$	1,800.00
		<b>TOTAL</b>	<b>\$</b>	<b>12,160.00</b>
<b>FIXED EXPENSES</b>				
5920-000	****	Building Insurance	<b>\$</b>	<b>370,500.00</b>
		<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>1,246,349.00</b>
9350-000	**	Contingency Reserve (5%)	\$	62,317.45
	*	Amenities Centre (43/57 split)	\$	205,782.65
Less:	****	CRU Recoverable (ASP)	\$	(5,097.49)
<b>TOTAL OPERATING BUDGET</b>				<b>\$1,509,351.61</b>

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

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

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

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

<b>UNIVERSITY DISTRICT SOUTH</b>	
<b>SHARED AMENITIES AND COMMON AREA EXPENSES</b>	
Elevator	\$ 7,500.00
Janitorial Contract	\$ 43,500.00
Janitorial and Maintenance Supplies	\$ 6,000.00
Fire Safety	\$ 2,400.00
Pool/Spa Maintenance Contract	\$ 7,500.00
Pool Chemicals	\$ 3,960.00
Gym Equipment Maintenance Contract	\$ 4,800.00
General Repairs and Maintenance	\$ 17,000.00
Security Contract	\$ 36,000.00
Concierge	\$ 146,000.00
Water Feature/Play Area Maintenance	\$ 3,600.00
***Public Art Feature Maintenance	\$ 1,500.00
E/V Charging Station (Carshare Stall)	\$ 1,200.00
Electricity	\$ 12,000.00
Natural Gas	\$ 18,990.00
Water & Sewer	\$ 16,252.00
<b>OPERATING EXPENSE</b>	<b>\$ 328,202.00</b>
CRF Allocation (10%)	\$ 32,820.20
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 361,022.20</b>
*NOTE: Shared Amenities and Common Area Expenses are Allocated Based on Unit Entitlement	
<b>North Tower Unit Entitlement (43% X 311,295.60)</b>	<b>\$ 155,239.55</b>
<b>South Tower Unit Entitlement (57% X 311,295.60)</b>	<b>\$ 205,782.65</b>

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

<u>ACCOUNT</u>	<u>REVENUE</u>	<u>AMOUNT</u>
3310-000	Strata Fees	\$ 1,832,622.20
	CRF Allocation	\$ 163,430.90
	<b>Total Revenue</b>	<b>\$ 1,996,053.10</b>
<b><u>OPERATING EXPENSES</u></b>		
<b><u>CLEANING CONTRACTS</u></b>		
4110-000	Janitorial Contract	\$ 49,500.00
4130-000	Garbage/Recycling	\$ 54,550.00
4120-000	Window Cleaning	\$ 17,050.00
4530-000	Building Manager	\$ 52,500.00
	<b>TOTAL</b>	<b>\$ 173,600.00</b>
<b><u>CLEANING OTHER</u></b>		
4210-000	Flooring/Carpeting	\$ 10,150.00
4240-000	Janitorial Supplies	\$ 5,400.00
4350-000	Dryer Vent Cleaning	\$ 15,000.00
	<b>TOTAL</b>	<b>\$ 30,550.00</b>
<b><u>REPAIR AND MAINTENANCE</u></b>		
4510-000	Elevator Maintenance	\$ 44,150.00
4520-000	** HVAC/Mechanical	\$ 19,000.00
4540-000	** Fire and Life Safety	\$ 13,200.00
4540-100	** Alarm Monitoring	\$ 4,860.00
4610-000	** Electrical	\$ 3,000.00
4620-000	** General	\$ 34,500.00
4640-000	Painting	\$ 7,200.00
4630-000	** Plumbing	\$ 7,290.00
4740-100	Enterphone Lease	\$ 58,000.00
4780-500	** Building Envelope	
	** Inspection	\$ 18,000.00
	** Repairs & Maintenance	\$ 4,800.00
	** Pressure Washing	\$ 7,200.00
4810-000	** Maintenance Supplies	\$ 5,400.00
4820-100	** Emergency Generator Service/Fuel	\$ 4,200.00
4820-300	Parking Lot Cleaning (43/57 Split)	\$ 5,985.00
4820-320	* Auto Courtyard Maintenance (43/57 split)	\$ 2,052.00
4820-400	Parkade Gate (43/57 Split)	\$ 3,420.00
	<b>TOTAL</b>	<b>\$ 242,257.00</b>
<b><u>UTILITIES</u></b>		
4910-000	Electricity	\$ 126,500.00
4920-000	** Heating & Hot Water	\$ 392,500.00



4940-000		Water & Sewer	\$	126,600.00
4960-000		Enterphone/Intercom/Fobs	\$	3,600.00
		<b>TOTAL</b>	<b>\$</b>	<b>649,200.00</b>
<b>SERVICE CONTRACTS</b>				
5105-000	**	Irrigation System Maint.	\$	3,600.00
5110-000	**	Landscaping Contract	\$	25,500.00
5130-000	**	Pest Control	\$	5,400.00
5140-000	**	Snow Removal	\$	6,900.00
		<b>TOTAL</b>	<b>\$</b>	<b>41,400.00</b>
<b>OTHER</b>				
5210-000		Keys and Locks	\$	3,000.00
		<b>TOTAL</b>	<b>\$</b>	<b>3,000.00</b>
<b>ADMIN SERVICE CONTRACT</b>				
5410-000		Management Fees	\$	83,682.00
5420-000		Professional Fees / Appraisal	\$	3,600.00
5420-200		Legal	\$	1,800.00
		<b>TOTAL</b>	<b>\$</b>	<b>89,082.00</b>
<b>ADMIN OFFICE EXPENSES</b>				
5520-000		Postage	\$	3,900.00
5540-000		Telephone	\$	2,800.00
5550-100		Photocopier	\$	4,920.00
5560-000		Bank Service Charges	\$	450.00
5590-000		Sundry Operating Expenses	\$	3,000.00
		<b>TOTAL</b>	<b>\$</b>	<b>15,070.00</b>
<b>FIXED EXPENSES</b>				
5920-000	**	Building Insurance	<b>\$</b>	<b>390,150.00</b>
		<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>1,634,309.00</b>
9350-000		Contingency Reserve (10%)	\$	163,430.90
		Amenities (43/57 Split)	\$	205,782.65
Less:	**	CRU Recoverable Portion (ASP)	\$	(7,469.45)
<b>TOTAL OPERATING BUDGET</b>				<b>\$1,996,053.10</b>

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

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

<b>UNIVERSITY DISTRICT SOUTH</b>	
<b>SHARED AMENITIES AND COMMON AREA EXPENSES</b>	
Elevator	\$ 7,500.00
Janitorial Contract	\$ 43,500.00
Janitorial and Maintenance Supplies	\$ 6,000.00
Fire Safety	\$ 2,400.00
Pool/Spa Maintenance Contract	\$ 7,500.00
Pool Chemicals	\$ 3,960.00
Gym Equipment Maintenance Contract	\$ 4,800.00
General Repairs and Maintenance	\$ 17,000.00
Security Contract	\$ 36,000.00
Concierge	\$ 146,000.00
Water Feature/Play Area Maintenance	\$ 3,600.00
**Public Art Feature Maintenance	\$ 1,500.00
E/V Charging Station (Carshare Stall)	\$ 1,200.00
Electricity	\$ 12,000.00
Natural Gas	\$ 18,990.00
Water & Sewer	\$ 16,252.00
<b>OPERATING EXPENSE</b>	<b>\$ 328,202.00</b>
CRF Allocation (10%)	\$ 32,820.20
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 361,022.20</b>
*NOTE: Shared Amenities and Common Area Expenses are Allocated Based on Unit Entitlement	
<b>North Tower Unit Entitlement (43% X 311,295.60)</b>	<b>\$ 155,239.55</b>
<b>South Tower Unit Entitlement (57% X 311,295.60)</b>	<b>\$ 205,782.65</b>

**EXHIBIT "F"**

**FINAL ESTIMATED MONTHLY MAINTENANCE FEES PER STRATA LOT**

[See Attached]

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
TH 1	1	82	\$ 373.02	\$ 16.06	\$ 389.08
TH 2	2	81	\$ 368.47	\$ 15.87	\$ 384.34
TH 3	3	81	\$ 368.47	\$ 15.87	\$ 384.34
TH 4	4	83	\$ 377.57	\$ 16.26	\$ 393.83
TH 5	5	86	\$ 391.22	\$ 16.85	\$ 408.07
TH 6	6	84	\$ 382.12	\$ 16.46	\$ 398.58
TH 7	7	84	\$ 382.12	\$ 16.46	\$ 398.58
TH 8	8	85	\$ 386.67	\$ 16.65	\$ 403.32
307	9	41	\$ 186.51	\$ 8.03	\$ 194.54
306	10	41	\$ 186.51	\$ 8.03	\$ 194.54
305	11	41	\$ 186.51	\$ 8.03	\$ 194.54
304	12	42	\$ 191.06	\$ 8.23	\$ 199.29
301	13	57	\$ 259.30	\$ 11.17	\$ 270.47
302	14	54	\$ 245.65	\$ 10.58	\$ 256.23
303	15	65	\$ 295.69	\$ 12.73	\$ 308.42
401	16	62	\$ 282.04	\$ 12.15	\$ 294.19
402	17	76	\$ 345.73	\$ 14.89	\$ 360.62
403	18	43	\$ 195.61	\$ 8.42	\$ 204.03
404	19	64	\$ 291.14	\$ 12.54	\$ 303.68
405	20	48	\$ 218.35	\$ 9.40	\$ 227.75
406	21	54	\$ 245.65	\$ 10.58	\$ 256.23
407	22	54	\$ 245.65	\$ 10.58	\$ 256.23
408	23	64	\$ 291.14	\$ 12.54	\$ 303.68
409	24	83	\$ 377.57	\$ 16.26	\$ 393.83
410	25	44	\$ 200.16	\$ 8.62	\$ 208.78
411	26	61	\$ 277.49	\$ 11.95	\$ 289.44
501	27	62	\$ 282.04	\$ 12.15	\$ 294.19
502	28	76	\$ 345.73	\$ 14.89	\$ 360.62
503	29	43	\$ 195.61	\$ 8.42	\$ 204.03
504	30	64	\$ 291.14	\$ 12.54	\$ 303.68
505	31	48	\$ 218.35	\$ 9.40	\$ 227.75
506	32	54	\$ 245.65	\$ 10.58	\$ 256.23
507	33	54	\$ 245.65	\$ 10.58	\$ 256.23
508	34	63	\$ 286.59	\$ 12.34	\$ 298.93
509	35	76	\$ 345.73	\$ 14.89	\$ 360.62
510	36	82	\$ 373.02	\$ 16.06	\$ 389.08
511	37	44	\$ 200.16	\$ 8.62	\$ 208.78
512	38	61	\$ 277.49	\$ 11.95	\$ 289.44

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
601	39	62	\$ 282.04	\$ 12.15	\$ 294.19
602	40	76	\$ 345.73	\$ 14.89	\$ 360.62
603	41	43	\$ 195.61	\$ 8.42	\$ 204.03
604	42	64	\$ 291.14	\$ 12.54	\$ 303.68
605	43	48	\$ 218.35	\$ 9.40	\$ 227.75
606	44	54	\$ 245.65	\$ 10.58	\$ 256.23
607	45	54	\$ 245.65	\$ 10.58	\$ 256.23
608	46	63	\$ 286.59	\$ 12.34	\$ 298.93
609	47	76	\$ 345.73	\$ 14.89	\$ 360.62
610	48	82	\$ 373.02	\$ 16.06	\$ 389.08
611	49	44	\$ 200.16	\$ 8.62	\$ 208.78
612	50	61	\$ 277.49	\$ 11.95	\$ 289.44
701	51	62	\$ 282.04	\$ 12.15	\$ 294.19
702	52	76	\$ 345.73	\$ 14.89	\$ 360.62
703	53	43	\$ 195.61	\$ 8.42	\$ 204.03
704	54	64	\$ 291.14	\$ 12.54	\$ 303.68
705	55	48	\$ 218.35	\$ 9.40	\$ 227.75
706	56	54	\$ 245.65	\$ 10.58	\$ 256.23
707	57	54	\$ 245.65	\$ 10.58	\$ 256.23
708	58	63	\$ 286.59	\$ 12.34	\$ 298.93
709	59	76	\$ 345.73	\$ 14.89	\$ 360.62
710	60	82	\$ 373.02	\$ 16.06	\$ 389.08
711	61	44	\$ 200.16	\$ 8.62	\$ 208.78
712	62	61	\$ 277.49	\$ 11.95	\$ 289.44
801	63	62	\$ 282.04	\$ 12.15	\$ 294.19
802	64	76	\$ 345.73	\$ 14.89	\$ 360.62
803	65	43	\$ 195.61	\$ 8.42	\$ 204.03
804	66	64	\$ 291.14	\$ 12.54	\$ 303.68
805	67	48	\$ 218.35	\$ 9.40	\$ 227.75
806	68	54	\$ 245.65	\$ 10.58	\$ 256.23
807	69	54	\$ 245.65	\$ 10.58	\$ 256.23
808	70	63	\$ 286.59	\$ 12.34	\$ 298.93
809	71	76	\$ 345.73	\$ 14.89	\$ 360.62
810	72	82	\$ 373.02	\$ 16.06	\$ 389.08
811	73	44	\$ 200.16	\$ 8.62	\$ 208.78
812	74	61	\$ 277.49	\$ 11.95	\$ 289.44
901	75	62	\$ 282.04	\$ 12.15	\$ 294.19
902	76	76	\$ 345.73	\$ 14.89	\$ 360.62

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
903	77	43	\$ 195.61	\$ 8.42	\$ 204.03
904	78	64	\$ 291.14	\$ 12.54	\$ 303.68
905	79	48	\$ 218.35	\$ 9.40	\$ 227.75
906	80	54	\$ 245.65	\$ 10.58	\$ 256.23
907	81	54	\$ 245.65	\$ 10.58	\$ 256.23
908	82	63	\$ 286.59	\$ 12.34	\$ 298.93
909	83	76	\$ 345.73	\$ 14.89	\$ 360.62
910	84	82	\$ 373.02	\$ 16.06	\$ 389.08
911	85	44	\$ 200.16	\$ 8.62	\$ 208.78
912	86	61	\$ 277.49	\$ 11.95	\$ 289.44
1001	87	62	\$ 282.04	\$ 12.15	\$ 294.19
1002	88	76	\$ 345.73	\$ 14.89	\$ 360.62
1003	89	43	\$ 195.61	\$ 8.42	\$ 204.03
1004	90	64	\$ 291.14	\$ 12.54	\$ 303.68
1005	91	48	\$ 218.35	\$ 9.40	\$ 227.75
1006	92	54	\$ 245.65	\$ 10.58	\$ 256.23
1007	93	54	\$ 245.65	\$ 10.58	\$ 256.23
1008	94	63	\$ 286.59	\$ 12.34	\$ 298.93
1009	95	76	\$ 345.73	\$ 14.89	\$ 360.62
1010	96	82	\$ 373.02	\$ 16.06	\$ 389.08
1011	97	44	\$ 200.16	\$ 8.62	\$ 208.78
1012	98	61	\$ 277.49	\$ 11.95	\$ 289.44
1101	99	62	\$ 282.04	\$ 12.15	\$ 294.19
1102	100	76	\$ 345.73	\$ 14.89	\$ 360.62
1103	101	43	\$ 195.61	\$ 8.42	\$ 204.03
1104	102	64	\$ 291.14	\$ 12.54	\$ 303.68
1105	103	48	\$ 218.35	\$ 9.40	\$ 227.75
1106	104	54	\$ 245.65	\$ 10.58	\$ 256.23
1107	105	54	\$ 245.65	\$ 10.58	\$ 256.23
1108	106	63	\$ 286.59	\$ 12.34	\$ 298.93
1109	107	76	\$ 345.73	\$ 14.89	\$ 360.62
1110	108	82	\$ 373.02	\$ 16.06	\$ 389.08
1111	109	44	\$ 200.16	\$ 8.62	\$ 208.78
1112	110	61	\$ 277.49	\$ 11.95	\$ 289.44
1201	111	62	\$ 282.04	\$ 12.15	\$ 294.19
1202	112	76	\$ 345.73	\$ 14.89	\$ 360.62
1203	113	43	\$ 195.61	\$ 8.42	\$ 204.03
1204	114	64	\$ 291.14	\$ 12.54	\$ 303.68

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1205	115	48	\$ 218.35	\$ 9.40	\$ 227.75
1206	116	54	\$ 245.65	\$ 10.58	\$ 256.23
1207	117	54	\$ 245.65	\$ 10.58	\$ 256.23
1208	118	63	\$ 286.59	\$ 12.34	\$ 298.93
1209	119	76	\$ 345.73	\$ 14.89	\$ 360.62
1210	120	82	\$ 373.02	\$ 16.06	\$ 389.08
1211	121	44	\$ 200.16	\$ 8.62	\$ 208.78
1212	122	61	\$ 277.49	\$ 11.95	\$ 289.44
1301	123	62	\$ 282.04	\$ 12.15	\$ 294.19
1302	124	76	\$ 345.73	\$ 14.89	\$ 360.62
1303	125	43	\$ 195.61	\$ 8.42	\$ 204.03
1304	126	64	\$ 291.14	\$ 12.54	\$ 303.68
1305	127	48	\$ 218.35	\$ 9.40	\$ 227.75
1306	128	54	\$ 245.65	\$ 10.58	\$ 256.23
1307	129	54	\$ 245.65	\$ 10.58	\$ 256.23
1308	130	63	\$ 286.59	\$ 12.34	\$ 298.93
1309	131	76	\$ 345.73	\$ 14.89	\$ 360.62
1310	132	82	\$ 373.02	\$ 16.06	\$ 389.08
1311	133	44	\$ 200.16	\$ 8.62	\$ 208.78
1312	134	61	\$ 277.49	\$ 11.95	\$ 289.44
1401	135	62	\$ 282.04	\$ 12.15	\$ 294.19
1402	136	76	\$ 345.73	\$ 14.89	\$ 360.62
1403	137	43	\$ 195.61	\$ 8.42	\$ 204.03
1404	138	64	\$ 291.14	\$ 12.54	\$ 303.68
1405	139	48	\$ 218.35	\$ 9.40	\$ 227.75
1406	140	54	\$ 245.65	\$ 10.58	\$ 256.23
1407	141	54	\$ 245.65	\$ 10.58	\$ 256.23
1408	142	63	\$ 286.59	\$ 12.34	\$ 298.93
1409	143	76	\$ 345.73	\$ 14.89	\$ 360.62
1410	144	82	\$ 373.02	\$ 16.06	\$ 389.08
1411	145	44	\$ 200.16	\$ 8.62	\$ 208.78
1412	146	61	\$ 277.49	\$ 11.95	\$ 289.44
1501	147	62	\$ 282.04	\$ 12.15	\$ 294.19
1502	148	76	\$ 345.73	\$ 14.89	\$ 360.62
1503	149	43	\$ 195.61	\$ 8.42	\$ 204.03
1504	150	64	\$ 291.14	\$ 12.54	\$ 303.68
1505	151	48	\$ 218.35	\$ 9.40	\$ 227.75
1506	152	54	\$ 245.65	\$ 10.58	\$ 256.23

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1507	153	54	\$ 245.65	\$ 10.58	\$ 256.23
1508	154	63	\$ 286.59	\$ 12.34	\$ 298.93
1509	155	76	\$ 345.73	\$ 14.89	\$ 360.62
1510	156	82	\$ 373.02	\$ 16.06	\$ 389.08
1511	157	44	\$ 200.16	\$ 8.62	\$ 208.78
1512	158	61	\$ 277.49	\$ 11.95	\$ 289.44
1601	159	62	\$ 282.04	\$ 12.15	\$ 294.19
1602	160	76	\$ 345.73	\$ 14.89	\$ 360.62
1603	161	43	\$ 195.61	\$ 8.42	\$ 204.03
1604	162	64	\$ 291.14	\$ 12.54	\$ 303.68
1605	163	48	\$ 218.35	\$ 9.40	\$ 227.75
1606	164	54	\$ 245.65	\$ 10.58	\$ 256.23
1607	165	54	\$ 245.65	\$ 10.58	\$ 256.23
1608	166	63	\$ 286.59	\$ 12.34	\$ 298.93
1609	167	76	\$ 345.73	\$ 14.89	\$ 360.62
1610	168	82	\$ 373.02	\$ 16.06	\$ 389.08
1611	169	44	\$ 200.16	\$ 8.62	\$ 208.78
1612	170	61	\$ 277.49	\$ 11.95	\$ 289.44
1701	171	62	\$ 282.04	\$ 12.15	\$ 294.19
1702	172	76	\$ 345.73	\$ 14.89	\$ 360.62
1703	173	43	\$ 195.61	\$ 8.42	\$ 204.03
1704	174	64	\$ 291.14	\$ 12.54	\$ 303.68
1705	175	48	\$ 218.35	\$ 9.40	\$ 227.75
1706	176	54	\$ 245.65	\$ 10.58	\$ 256.23
1707	177	54	\$ 245.65	\$ 10.58	\$ 256.23
1708	178	63	\$ 286.59	\$ 12.34	\$ 298.93
1709	179	76	\$ 345.73	\$ 14.89	\$ 360.62
1710	180	82	\$ 373.02	\$ 16.06	\$ 389.08
1711	181	44	\$ 200.16	\$ 8.62	\$ 208.78
1712	182	61	\$ 277.49	\$ 11.95	\$ 289.44
1801	183	62	\$ 282.04	\$ 12.15	\$ 294.19
1802	184	76	\$ 345.73	\$ 14.89	\$ 360.62
1803	185	43	\$ 195.61	\$ 8.42	\$ 204.03
1804	186	64	\$ 291.14	\$ 12.54	\$ 303.68
1805	187	48	\$ 218.35	\$ 9.40	\$ 227.75
1806	188	54	\$ 245.65	\$ 10.58	\$ 256.23
1807	189	54	\$ 245.65	\$ 10.58	\$ 256.23
1808	190	63	\$ 286.59	\$ 12.34	\$ 298.93



# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1809	191	76	\$ 345.73	\$ 14.89	\$ 360.62
1810	192	82	\$ 373.02	\$ 16.06	\$ 389.08
1811	193	44	\$ 200.16	\$ 8.62	\$ 208.78
1812	194	61	\$ 277.49	\$ 11.95	\$ 289.44
1901	195	62	\$ 282.04	\$ 12.15	\$ 294.19
1902	196	76	\$ 345.73	\$ 14.89	\$ 360.62
1903	197	43	\$ 195.61	\$ 8.42	\$ 204.03
1904	198	64	\$ 291.14	\$ 12.54	\$ 303.68
1905	199	48	\$ 218.35	\$ 9.40	\$ 227.75
1906	200	54	\$ 245.65	\$ 10.58	\$ 256.23
1907	201	54	\$ 245.65	\$ 10.58	\$ 256.23
1908	202	63	\$ 286.59	\$ 12.34	\$ 298.93
1909	203	76	\$ 345.73	\$ 14.89	\$ 360.62
1910	204	82	\$ 373.02	\$ 16.06	\$ 389.08
1911	205	44	\$ 200.16	\$ 8.62	\$ 208.78
1912	206	61	\$ 277.49	\$ 11.95	\$ 289.44
2001	207	62	\$ 282.04	\$ 12.15	\$ 294.19
2002	208	76	\$ 345.73	\$ 14.89	\$ 360.62
2003	209	43	\$ 195.61	\$ 8.42	\$ 204.03
2004	210	64	\$ 291.14	\$ 12.54	\$ 303.68
2005	211	48	\$ 218.35	\$ 9.40	\$ 227.75
2006	212	54	\$ 245.65	\$ 10.58	\$ 256.23
2007	213	54	\$ 245.65	\$ 10.58	\$ 256.23
2008	214	63	\$ 286.59	\$ 12.34	\$ 298.93
2009	215	76	\$ 345.73	\$ 14.89	\$ 360.62
2010	216	82	\$ 373.02	\$ 16.06	\$ 389.08
2011	217	44	\$ 200.16	\$ 8.62	\$ 208.78
2012	218	61	\$ 277.49	\$ 11.95	\$ 289.44
2101	219	62	\$ 282.04	\$ 12.15	\$ 294.19
2102	220	76	\$ 345.73	\$ 14.89	\$ 360.62
2103	221	43	\$ 195.61	\$ 8.42	\$ 204.03
2104	222	64	\$ 291.14	\$ 12.54	\$ 303.68
2105	223	48	\$ 218.35	\$ 9.40	\$ 227.75
2106	224	54	\$ 245.65	\$ 10.58	\$ 256.23
2107	225	54	\$ 245.65	\$ 10.58	\$ 256.23
2108	226	63	\$ 286.59	\$ 12.34	\$ 298.93
2109	227	76	\$ 345.73	\$ 14.89	\$ 360.62
2110	228	82	\$ 373.02	\$ 16.06	\$ 389.08

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2111	229	44	\$ 200.16	\$ 8.62	\$ 208.78
2112	230	61	\$ 277.49	\$ 11.95	\$ 289.44
2201	231	62	\$ 282.04	\$ 12.15	\$ 294.19
2202	232	76	\$ 345.73	\$ 14.89	\$ 360.62
2203	233	43	\$ 195.61	\$ 8.42	\$ 204.03
2204	234	64	\$ 291.14	\$ 12.54	\$ 303.68
2205	235	48	\$ 218.35	\$ 9.40	\$ 227.75
2206	236	54	\$ 245.65	\$ 10.58	\$ 256.23
2207	237	54	\$ 245.65	\$ 10.58	\$ 256.23
2208	238	63	\$ 286.59	\$ 12.34	\$ 298.93
2209	239	76	\$ 345.73	\$ 14.89	\$ 360.62
2210	240	82	\$ 373.02	\$ 16.06	\$ 389.08
2211	241	44	\$ 200.16	\$ 8.62	\$ 208.78
2212	242	61	\$ 277.49	\$ 11.95	\$ 289.44
2301	243	62	\$ 282.04	\$ 12.15	\$ 294.19
2302	244	76	\$ 345.73	\$ 14.89	\$ 360.62
2303	245	43	\$ 195.61	\$ 8.42	\$ 204.03
2304	246	64	\$ 291.14	\$ 12.54	\$ 303.68
2305	247	48	\$ 218.35	\$ 9.40	\$ 227.75
2306	248	54	\$ 245.65	\$ 10.58	\$ 256.23
2307	249	54	\$ 245.65	\$ 10.58	\$ 256.23
2308	250	63	\$ 286.59	\$ 12.34	\$ 298.93
2309	251	76	\$ 345.73	\$ 14.89	\$ 360.62
2310	252	82	\$ 373.02	\$ 16.06	\$ 389.08
2311	253	44	\$ 200.16	\$ 8.62	\$ 208.78
2312	254	61	\$ 277.49	\$ 11.95	\$ 289.44
2401	255	62	\$ 282.04	\$ 12.15	\$ 294.19
2402	256	76	\$ 345.73	\$ 14.89	\$ 360.62
2403	257	43	\$ 195.61	\$ 8.42	\$ 204.03
2404	258	64	\$ 291.14	\$ 12.54	\$ 303.68
2405	259	48	\$ 218.35	\$ 9.40	\$ 227.75
2406	260	54	\$ 245.65	\$ 10.58	\$ 256.23
2407	261	54	\$ 245.65	\$ 10.58	\$ 256.23
2408	262	63	\$ 286.59	\$ 12.34	\$ 298.93
2409	263	76	\$ 345.73	\$ 14.89	\$ 360.62
2410	264	82	\$ 373.02	\$ 16.06	\$ 389.08
2411	265	44	\$ 200.16	\$ 8.62	\$ 208.78
2412	266	61	\$ 277.49	\$ 11.95	\$ 289.44

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2501	267	62	\$ 282.04	\$ 12.15	\$ 294.19
2502	268	76	\$ 345.73	\$ 14.89	\$ 360.62
2503	269	43	\$ 195.61	\$ 8.42	\$ 204.03
2504	270	64	\$ 291.14	\$ 12.54	\$ 303.68
2505	271	48	\$ 218.35	\$ 9.40	\$ 227.75
2506	272	54	\$ 245.65	\$ 10.58	\$ 256.23
2507	273	54	\$ 245.65	\$ 10.58	\$ 256.23
2508	274	63	\$ 286.59	\$ 12.34	\$ 298.93
2509	275	76	\$ 345.73	\$ 14.89	\$ 360.62
2510	276	82	\$ 373.02	\$ 16.06	\$ 389.08
2511	277	44	\$ 200.16	\$ 8.62	\$ 208.78
2512	278	61	\$ 277.49	\$ 11.95	\$ 289.44
2601	279	62	\$ 282.04	\$ 12.15	\$ 294.19
2602	280	76	\$ 345.73	\$ 14.89	\$ 360.62
2603	281	43	\$ 195.61	\$ 8.42	\$ 204.03
2604	282	64	\$ 291.14	\$ 12.54	\$ 303.68
2605	283	48	\$ 218.35	\$ 9.40	\$ 227.75
2606	284	54	\$ 245.65	\$ 10.58	\$ 256.23
2607	285	54	\$ 245.65	\$ 10.58	\$ 256.23
2608	286	63	\$ 286.59	\$ 12.34	\$ 298.93
2609	287	76	\$ 345.73	\$ 14.89	\$ 360.62
2610	288	82	\$ 373.02	\$ 16.06	\$ 389.08
2611	289	44	\$ 200.16	\$ 8.62	\$ 208.78
2612	290	61	\$ 277.49	\$ 11.95	\$ 289.44
2701	291	62	\$ 282.04	\$ 12.15	\$ 294.19
2702	292	76	\$ 345.73	\$ 14.89	\$ 360.62
2703	293	43	\$ 195.61	\$ 8.42	\$ 204.03
2704	294	64	\$ 291.14	\$ 12.54	\$ 303.68
2705	295	48	\$ 218.35	\$ 9.40	\$ 227.75
2706	296	54	\$ 245.65	\$ 10.58	\$ 256.23
2707	297	53	\$ 241.10	\$ 10.38	\$ 251.48
2708	298	64	\$ 291.14	\$ 12.54	\$ 303.68
2709	299	76	\$ 345.73	\$ 14.89	\$ 360.62
2710	300	82	\$ 373.02	\$ 16.06	\$ 389.08
2711	301	44	\$ 200.16	\$ 8.62	\$ 208.78
2712	302	61	\$ 277.49	\$ 11.95	\$ 289.44
2801	303	62	\$ 282.04	\$ 12.15	\$ 294.19
2802	304	76	\$ 345.73	\$ 14.89	\$ 360.62

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2803	305	43	\$ 195.61	\$ 8.42	\$ 204.03
2804	306	64	\$ 291.14	\$ 12.54	\$ 303.68
2805	307	48	\$ 218.35	\$ 9.40	\$ 227.75
2806	308	54	\$ 245.65	\$ 10.58	\$ 256.23
2807	309	53	\$ 241.10	\$ 10.38	\$ 251.48
2808	310	64	\$ 291.14	\$ 12.54	\$ 303.68
2809	311	76	\$ 345.73	\$ 14.89	\$ 360.62
2810	312	82	\$ 373.02	\$ 16.06	\$ 389.08
2811	313	44	\$ 200.16	\$ 8.62	\$ 208.78
2812	314	61	\$ 277.49	\$ 11.95	\$ 289.44
2901	315	62	\$ 282.04	\$ 12.15	\$ 294.19
2902	316	76	\$ 345.73	\$ 14.89	\$ 360.62
2903	317	43	\$ 195.61	\$ 8.42	\$ 204.03
2904	318	64	\$ 291.14	\$ 12.54	\$ 303.68
2905	319	48	\$ 218.35	\$ 9.40	\$ 227.75
2906	320	54	\$ 245.65	\$ 10.58	\$ 256.23
2907	321	53	\$ 241.10	\$ 10.38	\$ 251.48
2908	322	64	\$ 291.14	\$ 12.54	\$ 303.68
2909	323	76	\$ 345.73	\$ 14.89	\$ 360.62
2910	324	82	\$ 373.02	\$ 16.06	\$ 389.08
2911	325	44	\$ 200.16	\$ 8.62	\$ 208.78
2912	326	61	\$ 277.49	\$ 11.95	\$ 289.44
3001	327	62	\$ 282.04	\$ 12.15	\$ 294.19
3002	328	76	\$ 345.73	\$ 14.89	\$ 360.62
3003	329	43	\$ 195.61	\$ 8.42	\$ 204.03
3004	330	64	\$ 291.14	\$ 12.54	\$ 303.68
3005	331	48	\$ 218.35	\$ 9.40	\$ 227.75
3006	332	54	\$ 245.65	\$ 10.58	\$ 256.23
3007	333	53	\$ 241.10	\$ 10.38	\$ 251.48
3008	334	64	\$ 291.14	\$ 12.54	\$ 303.68
3009	335	76	\$ 345.73	\$ 14.89	\$ 360.62
3010	336	82	\$ 373.02	\$ 16.06	\$ 389.08
3011	337	44	\$ 200.16	\$ 8.62	\$ 208.78
3012	338	61	\$ 277.49	\$ 11.95	\$ 289.44
3101	339	62	\$ 282.04	\$ 12.15	\$ 294.19
3102	340	76	\$ 345.73	\$ 14.89	\$ 360.62
3103	341	43	\$ 195.61	\$ 8.42	\$ 204.03
3104	342	64	\$ 291.14	\$ 12.54	\$ 303.68

# University District South

## South Tower

### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
3105	343	48	\$ 218.35	\$ 9.40	\$ 227.75
3106	344	54	\$ 245.65	\$ 10.58	\$ 256.23
3107	345	53	\$ 241.10	\$ 10.38	\$ 251.48
3108	346	64	\$ 291.14	\$ 12.54	\$ 303.68
3109	347	76	\$ 345.73	\$ 14.89	\$ 360.62
3110	348	82	\$ 373.02	\$ 16.06	\$ 389.08
3111	349	44	\$ 200.16	\$ 8.62	\$ 208.78
3112	350	61	\$ 277.49	\$ 11.95	\$ 289.44
3201	351	62	\$ 282.04	\$ 12.15	\$ 294.19
3202	352	76	\$ 345.73	\$ 14.89	\$ 360.62
3203	353	43	\$ 195.61	\$ 8.42	\$ 204.03
3204	354	64	\$ 291.14	\$ 12.54	\$ 303.68
3205	355	48	\$ 218.35	\$ 9.40	\$ 227.75
3206	356	54	\$ 245.65	\$ 10.58	\$ 256.23
3207	357	53	\$ 241.10	\$ 10.38	\$ 251.48
3208	358	64	\$ 291.14	\$ 12.54	\$ 303.68
3209	359	76	\$ 345.73	\$ 14.89	\$ 360.62
3210	360	82	\$ 373.02	\$ 16.06	\$ 389.08
3211	361	44	\$ 200.16	\$ 8.62	\$ 208.78
3212	362	61	\$ 277.49	\$ 11.95	\$ 289.44
3301	363	62	\$ 282.04	\$ 12.15	\$ 294.19
3302	364	76	\$ 345.73	\$ 14.89	\$ 360.62
3303	365	43	\$ 195.61	\$ 8.42	\$ 204.03
3304	366	64	\$ 291.14	\$ 12.54	\$ 303.68
3305	367	48	\$ 218.35	\$ 9.40	\$ 227.75
3306	368	54	\$ 245.65	\$ 10.58	\$ 256.23
3307	369	54	\$ 245.65	\$ 10.58	\$ 256.23
3308	370	64	\$ 291.14	\$ 12.54	\$ 303.68
3309	371	76	\$ 345.73	\$ 14.89	\$ 360.62
3310	372	82	\$ 373.02	\$ 16.06	\$ 389.08
3311	373	44	\$ 200.16	\$ 8.62	\$ 208.78
3312	374	61	\$ 277.49	\$ 11.95	\$ 289.44
3401	375	62	\$ 282.04	\$ 12.15	\$ 294.19
3402	376	76	\$ 345.73	\$ 14.89	\$ 360.62
3403	377	43	\$ 195.61	\$ 8.42	\$ 204.03
3404	378	64	\$ 291.14	\$ 12.54	\$ 303.68
3405	379	48	\$ 218.35	\$ 9.40	\$ 227.75
3406	380	54	\$ 245.65	\$ 10.58	\$ 256.23

## University District South

### South Tower

#### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
3407	381	54	\$ 245.65	\$ 10.58	\$ 256.23
3408	382	64	\$ 291.14	\$ 12.54	\$ 303.68
3409	383	76	\$ 345.73	\$ 14.89	\$ 360.62
3410	384	82	\$ 373.02	\$ 16.06	\$ 389.08
3411	385	44	\$ 200.16	\$ 8.62	\$ 208.78
3412	386	61	\$ 277.49	\$ 11.95	\$ 289.44
3501	387	62	\$ 282.04	\$ 12.15	\$ 294.19
3502	388	76	\$ 345.73	\$ 14.89	\$ 360.62
3503	389	43	\$ 195.61	\$ 8.42	\$ 204.03
3504	390	64	\$ 291.14	\$ 12.54	\$ 303.68
3505	391	48	\$ 218.35	\$ 9.40	\$ 227.75
3506	392	54	\$ 245.65	\$ 10.58	\$ 256.23
3507	393	54	\$ 245.65	\$ 10.58	\$ 256.23
3508	394	64	\$ 291.14	\$ 12.54	\$ 303.68
3509	395	76	\$ 345.73	\$ 14.89	\$ 360.62
3510	396	82	\$ 373.02	\$ 16.06	\$ 389.08
3511	397	44	\$ 200.16	\$ 8.62	\$ 208.78
3512	398	61	\$ 277.49	\$ 11.95	\$ 289.44
3601	399	62	\$ 282.04	\$ 12.15	\$ 294.19
3602	400	76	\$ 345.73	\$ 14.89	\$ 360.62
3603	401	43	\$ 195.61	\$ 8.42	\$ 204.03
3604	402	64	\$ 291.14	\$ 12.54	\$ 303.68
3605	403	48	\$ 218.35	\$ 9.40	\$ 227.75
3606	404	54	\$ 245.65	\$ 10.58	\$ 256.23
3607	405	54	\$ 245.65	\$ 10.58	\$ 256.23
3608	406	64	\$ 291.14	\$ 12.54	\$ 303.68
3609	407	76	\$ 345.73	\$ 14.89	\$ 360.62
3610	408	82	\$ 373.02	\$ 16.06	\$ 389.08
3611	409	44	\$ 200.16	\$ 8.62	\$ 208.78
3612	410	61	\$ 277.49	\$ 11.95	\$ 289.44
3701	411	63	\$ 286.59	\$ 12.34	\$ 298.93
3702	412	76	\$ 345.73	\$ 14.89	\$ 360.62
3703	413	43	\$ 195.61	\$ 8.42	\$ 204.03
3704	414	64	\$ 291.14	\$ 12.54	\$ 303.68
3705	415	48	\$ 218.35	\$ 9.40	\$ 227.75
3706	416	54	\$ 245.65	\$ 10.58	\$ 256.23
3707	417	54	\$ 245.65	\$ 10.58	\$ 256.23
3708	418	64	\$ 291.14	\$ 12.54	\$ 303.68

## University District South

### South Tower

#### Proposed Interim Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
3709	419	76	\$ 345.73	\$ 14.89	\$ 360.62
3710	420	82	\$ 373.02	\$ 16.06	\$ 389.08
3711	421	44	\$ 200.16	\$ 8.62	\$ 208.78
3712	422	61	\$ 277.49	\$ 11.95	\$ 289.44
3806	423	106	\$ 482.20	\$ 20.77	\$ 502.97
3801	424	71	\$ 322.98	\$ 13.91	\$ 336.89
3802	425	77	\$ 350.28	\$ 15.08	\$ 365.36
3803	426	42	\$ 191.06	\$ 8.23	\$ 199.29
3804	427	82	\$ 373.02	\$ 16.06	\$ 389.08
3805	428	44	\$ 200.16	\$ 8.62	\$ 208.78
TH 11	429	138	\$ 627.77	\$ 27.04	\$ 654.81
TH 10	430	138	\$ 627.77	\$ 27.04	\$ 654.81
TH 9	431	153	\$ 696.00	\$ 29.97	\$ 725.97
	<b>Total</b>	<b>26,508</b>	<b>\$ 120,586.24</b>	<b>\$ 5,192.98</b>	<b>\$ 125,779.22</b>
		<b>Annual Total</b>	<b>\$ 1,447,034.88</b>	<b>\$ 62,315.76</b>	<b>\$ 1,509,350.64</b>

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
TH 1	1	82	\$ 472.42	\$ 42.13	\$ 514.55
TH 2	2	81	\$ 466.66	\$ 41.62	\$ 508.28
TH 3	3	81	\$ 466.66	\$ 41.62	\$ 508.28
TH 4	4	83	\$ 478.18	\$ 42.64	\$ 520.82
TH 5	5	86	\$ 495.47	\$ 44.18	\$ 539.65
TH 6	6	84	\$ 483.94	\$ 43.16	\$ 527.10
TH 7	7	84	\$ 483.94	\$ 43.16	\$ 527.10
TH 8	8	85	\$ 489.70	\$ 43.67	\$ 533.37
307	9	41	\$ 236.21	\$ 21.06	\$ 257.27
306	10	41	\$ 236.21	\$ 21.06	\$ 257.27
305	11	41	\$ 236.21	\$ 21.06	\$ 257.27
304	12	42	\$ 241.97	\$ 21.58	\$ 263.55
301	13	57	\$ 328.39	\$ 29.29	\$ 357.68
302	14	54	\$ 311.11	\$ 27.74	\$ 338.85
303	15	65	\$ 374.48	\$ 33.40	\$ 407.88
401	16	62	\$ 357.20	\$ 31.85	\$ 389.05
402	17	76	\$ 437.85	\$ 39.05	\$ 476.90
403	18	43	\$ 247.73	\$ 22.09	\$ 269.82
404	19	64	\$ 368.72	\$ 32.88	\$ 401.60
405	20	48	\$ 276.54	\$ 24.66	\$ 301.20
406	21	54	\$ 311.11	\$ 27.74	\$ 338.85
407	22	54	\$ 311.11	\$ 27.74	\$ 338.85
408	23	64	\$ 368.72	\$ 32.88	\$ 401.60
409	24	83	\$ 478.18	\$ 42.64	\$ 520.82
410	25	44	\$ 253.49	\$ 22.61	\$ 276.10
411	26	61	\$ 351.43	\$ 31.34	\$ 382.77
501	27	62	\$ 357.20	\$ 31.85	\$ 389.05
502	28	76	\$ 437.85	\$ 39.05	\$ 476.90
503	29	43	\$ 247.73	\$ 22.09	\$ 269.82
504	30	64	\$ 368.72	\$ 32.88	\$ 401.60
505	31	48	\$ 276.54	\$ 24.66	\$ 301.20
506	32	54	\$ 311.11	\$ 27.74	\$ 338.85
507	33	54	\$ 311.11	\$ 27.74	\$ 338.85
508	34	63	\$ 362.96	\$ 32.37	\$ 395.33
509	35	76	\$ 437.85	\$ 39.05	\$ 476.90
510	36	82	\$ 472.42	\$ 42.13	\$ 514.55
511	37	44	\$ 253.49	\$ 22.61	\$ 276.10
512	38	61	\$ 351.43	\$ 31.34	\$ 382.77



# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
601	39	62	\$ 357.20	\$ 31.85	\$ 389.05
602	40	76	\$ 437.85	\$ 39.05	\$ 476.90
603	41	43	\$ 247.73	\$ 22.09	\$ 269.82
604	42	64	\$ 368.72	\$ 32.88	\$ 401.60
605	43	48	\$ 276.54	\$ 24.66	\$ 301.20
606	44	54	\$ 311.11	\$ 27.74	\$ 338.85
607	45	54	\$ 311.11	\$ 27.74	\$ 338.85
608	46	63	\$ 362.96	\$ 32.37	\$ 395.33
609	47	76	\$ 437.85	\$ 39.05	\$ 476.90
610	48	82	\$ 472.42	\$ 42.13	\$ 514.55
611	49	44	\$ 253.49	\$ 22.61	\$ 276.10
612	50	61	\$ 351.43	\$ 31.34	\$ 382.77
701	51	62	\$ 357.20	\$ 31.85	\$ 389.05
702	52	76	\$ 437.85	\$ 39.05	\$ 476.90
703	53	43	\$ 247.73	\$ 22.09	\$ 269.82
704	54	64	\$ 368.72	\$ 32.88	\$ 401.60
705	55	48	\$ 276.54	\$ 24.66	\$ 301.20
706	56	54	\$ 311.11	\$ 27.74	\$ 338.85
707	57	54	\$ 311.11	\$ 27.74	\$ 338.85
708	58	63	\$ 362.96	\$ 32.37	\$ 395.33
709	59	76	\$ 437.85	\$ 39.05	\$ 476.90
710	60	82	\$ 472.42	\$ 42.13	\$ 514.55
711	61	44	\$ 253.49	\$ 22.61	\$ 276.10
712	62	61	\$ 351.43	\$ 31.34	\$ 382.77
801	63	62	\$ 357.20	\$ 31.85	\$ 389.05
802	64	76	\$ 437.85	\$ 39.05	\$ 476.90
803	65	43	\$ 247.73	\$ 22.09	\$ 269.82
804	66	64	\$ 368.72	\$ 32.88	\$ 401.60
805	67	48	\$ 276.54	\$ 24.66	\$ 301.20
806	68	54	\$ 311.11	\$ 27.74	\$ 338.85
807	69	54	\$ 311.11	\$ 27.74	\$ 338.85
808	70	63	\$ 362.96	\$ 32.37	\$ 395.33
809	71	76	\$ 437.85	\$ 39.05	\$ 476.90
810	72	82	\$ 472.42	\$ 42.13	\$ 514.55
811	73	44	\$ 253.49	\$ 22.61	\$ 276.10
812	74	61	\$ 351.43	\$ 31.34	\$ 382.77
901	75	62	\$ 357.20	\$ 31.85	\$ 389.05
902	76	76	\$ 437.85	\$ 39.05	\$ 476.90

## University District South

### South Tower

#### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
903	77	43	\$ 247.73	\$ 22.09	\$ 269.82
904	78	64	\$ 368.72	\$ 32.88	\$ 401.60
905	79	48	\$ 276.54	\$ 24.66	\$ 301.20
906	80	54	\$ 311.11	\$ 27.74	\$ 338.85
907	81	54	\$ 311.11	\$ 27.74	\$ 338.85
908	82	63	\$ 362.96	\$ 32.37	\$ 395.33
909	83	76	\$ 437.85	\$ 39.05	\$ 476.90
910	84	82	\$ 472.42	\$ 42.13	\$ 514.55
911	85	44	\$ 253.49	\$ 22.61	\$ 276.10
912	86	61	\$ 351.43	\$ 31.34	\$ 382.77
1001	87	62	\$ 357.20	\$ 31.85	\$ 389.05
1002	88	76	\$ 437.85	\$ 39.05	\$ 476.90
1003	89	43	\$ 247.73	\$ 22.09	\$ 269.82
1004	90	64	\$ 368.72	\$ 32.88	\$ 401.60
1005	91	48	\$ 276.54	\$ 24.66	\$ 301.20
1006	92	54	\$ 311.11	\$ 27.74	\$ 338.85
1007	93	54	\$ 311.11	\$ 27.74	\$ 338.85
1008	94	63	\$ 362.96	\$ 32.37	\$ 395.33
1009	95	76	\$ 437.85	\$ 39.05	\$ 476.90
1010	96	82	\$ 472.42	\$ 42.13	\$ 514.55
1011	97	44	\$ 253.49	\$ 22.61	\$ 276.10
1012	98	61	\$ 351.43	\$ 31.34	\$ 382.77
1101	99	62	\$ 357.20	\$ 31.85	\$ 389.05
1102	100	76	\$ 437.85	\$ 39.05	\$ 476.90
1103	101	43	\$ 247.73	\$ 22.09	\$ 269.82
1104	102	64	\$ 368.72	\$ 32.88	\$ 401.60
1105	103	48	\$ 276.54	\$ 24.66	\$ 301.20
1106	104	54	\$ 311.11	\$ 27.74	\$ 338.85
1107	105	54	\$ 311.11	\$ 27.74	\$ 338.85
1108	106	63	\$ 362.96	\$ 32.37	\$ 395.33
1109	107	76	\$ 437.85	\$ 39.05	\$ 476.90
1110	108	82	\$ 472.42	\$ 42.13	\$ 514.55
1111	109	44	\$ 253.49	\$ 22.61	\$ 276.10
1112	110	61	\$ 351.43	\$ 31.34	\$ 382.77
1201	111	62	\$ 357.20	\$ 31.85	\$ 389.05
1202	112	76	\$ 437.85	\$ 39.05	\$ 476.90
1203	113	43	\$ 247.73	\$ 22.09	\$ 269.82
1204	114	64	\$ 368.72	\$ 32.88	\$ 401.60

## University District South

### South Tower

#### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1205	115	48	\$ 276.54	\$ 24.66	\$ 301.20
1206	116	54	\$ 311.11	\$ 27.74	\$ 338.85
1207	117	54	\$ 311.11	\$ 27.74	\$ 338.85
1208	118	63	\$ 362.96	\$ 32.37	\$ 395.33
1209	119	76	\$ 437.85	\$ 39.05	\$ 476.90
1210	120	82	\$ 472.42	\$ 42.13	\$ 514.55
1211	121	44	\$ 253.49	\$ 22.61	\$ 276.10
1212	122	61	\$ 351.43	\$ 31.34	\$ 382.77
1301	123	62	\$ 357.20	\$ 31.85	\$ 389.05
1302	124	76	\$ 437.85	\$ 39.05	\$ 476.90
1303	125	43	\$ 247.73	\$ 22.09	\$ 269.82
1304	126	64	\$ 368.72	\$ 32.88	\$ 401.60
1305	127	48	\$ 276.54	\$ 24.66	\$ 301.20
1306	128	54	\$ 311.11	\$ 27.74	\$ 338.85
1307	129	54	\$ 311.11	\$ 27.74	\$ 338.85
1308	130	63	\$ 362.96	\$ 32.37	\$ 395.33
1309	131	76	\$ 437.85	\$ 39.05	\$ 476.90
1310	132	82	\$ 472.42	\$ 42.13	\$ 514.55
1311	133	44	\$ 253.49	\$ 22.61	\$ 276.10
1312	134	61	\$ 351.43	\$ 31.34	\$ 382.77
1401	135	62	\$ 357.20	\$ 31.85	\$ 389.05
1402	136	76	\$ 437.85	\$ 39.05	\$ 476.90
1403	137	43	\$ 247.73	\$ 22.09	\$ 269.82
1404	138	64	\$ 368.72	\$ 32.88	\$ 401.60
1405	139	48	\$ 276.54	\$ 24.66	\$ 301.20
1406	140	54	\$ 311.11	\$ 27.74	\$ 338.85
1407	141	54	\$ 311.11	\$ 27.74	\$ 338.85
1408	142	63	\$ 362.96	\$ 32.37	\$ 395.33
1409	143	76	\$ 437.85	\$ 39.05	\$ 476.90
1410	144	82	\$ 472.42	\$ 42.13	\$ 514.55
1411	145	44	\$ 253.49	\$ 22.61	\$ 276.10
1412	146	61	\$ 351.43	\$ 31.34	\$ 382.77
1501	147	62	\$ 357.20	\$ 31.85	\$ 389.05
1502	148	76	\$ 437.85	\$ 39.05	\$ 476.90
1503	149	43	\$ 247.73	\$ 22.09	\$ 269.82
1504	150	64	\$ 368.72	\$ 32.88	\$ 401.60
1505	151	48	\$ 276.54	\$ 24.66	\$ 301.20
1506	152	54	\$ 311.11	\$ 27.74	\$ 338.85

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1507	153	54	\$ 311.11	\$ 27.74	\$ 338.85
1508	154	63	\$ 362.96	\$ 32.37	\$ 395.33
1509	155	76	\$ 437.85	\$ 39.05	\$ 476.90
1510	156	82	\$ 472.42	\$ 42.13	\$ 514.55
1511	157	44	\$ 253.49	\$ 22.61	\$ 276.10
1512	158	61	\$ 351.43	\$ 31.34	\$ 382.77
1601	159	62	\$ 357.20	\$ 31.85	\$ 389.05
1602	160	76	\$ 437.85	\$ 39.05	\$ 476.90
1603	161	43	\$ 247.73	\$ 22.09	\$ 269.82
1604	162	64	\$ 368.72	\$ 32.88	\$ 401.60
1605	163	48	\$ 276.54	\$ 24.66	\$ 301.20
1606	164	54	\$ 311.11	\$ 27.74	\$ 338.85
1607	165	54	\$ 311.11	\$ 27.74	\$ 338.85
1608	166	63	\$ 362.96	\$ 32.37	\$ 395.33
1609	167	76	\$ 437.85	\$ 39.05	\$ 476.90
1610	168	82	\$ 472.42	\$ 42.13	\$ 514.55
1611	169	44	\$ 253.49	\$ 22.61	\$ 276.10
1612	170	61	\$ 351.43	\$ 31.34	\$ 382.77
1701	171	62	\$ 357.20	\$ 31.85	\$ 389.05
1702	172	76	\$ 437.85	\$ 39.05	\$ 476.90
1703	173	43	\$ 247.73	\$ 22.09	\$ 269.82
1704	174	64	\$ 368.72	\$ 32.88	\$ 401.60
1705	175	48	\$ 276.54	\$ 24.66	\$ 301.20
1706	176	54	\$ 311.11	\$ 27.74	\$ 338.85
1707	177	54	\$ 311.11	\$ 27.74	\$ 338.85
1708	178	63	\$ 362.96	\$ 32.37	\$ 395.33
1709	179	76	\$ 437.85	\$ 39.05	\$ 476.90
1710	180	82	\$ 472.42	\$ 42.13	\$ 514.55
1711	181	44	\$ 253.49	\$ 22.61	\$ 276.10
1712	182	61	\$ 351.43	\$ 31.34	\$ 382.77
1801	183	62	\$ 357.20	\$ 31.85	\$ 389.05
1802	184	76	\$ 437.85	\$ 39.05	\$ 476.90
1803	185	43	\$ 247.73	\$ 22.09	\$ 269.82
1804	186	64	\$ 368.72	\$ 32.88	\$ 401.60
1805	187	48	\$ 276.54	\$ 24.66	\$ 301.20
1806	188	54	\$ 311.11	\$ 27.74	\$ 338.85
1807	189	54	\$ 311.11	\$ 27.74	\$ 338.85
1808	190	63	\$ 362.96	\$ 32.37	\$ 395.33

## University District South

### South Tower

#### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1809	191	76	\$ 437.85	\$ 39.05	\$ 476.90
1810	192	82	\$ 472.42	\$ 42.13	\$ 514.55
1811	193	44	\$ 253.49	\$ 22.61	\$ 276.10
1812	194	61	\$ 351.43	\$ 31.34	\$ 382.77
1901	195	62	\$ 357.20	\$ 31.85	\$ 389.05
1902	196	76	\$ 437.85	\$ 39.05	\$ 476.90
1903	197	43	\$ 247.73	\$ 22.09	\$ 269.82
1904	198	64	\$ 368.72	\$ 32.88	\$ 401.60
1905	199	48	\$ 276.54	\$ 24.66	\$ 301.20
1906	200	54	\$ 311.11	\$ 27.74	\$ 338.85
1907	201	54	\$ 311.11	\$ 27.74	\$ 338.85
1908	202	63	\$ 362.96	\$ 32.37	\$ 395.33
1909	203	76	\$ 437.85	\$ 39.05	\$ 476.90
1910	204	82	\$ 472.42	\$ 42.13	\$ 514.55
1911	205	44	\$ 253.49	\$ 22.61	\$ 276.10
1912	206	61	\$ 351.43	\$ 31.34	\$ 382.77
2001	207	62	\$ 357.20	\$ 31.85	\$ 389.05
2002	208	76	\$ 437.85	\$ 39.05	\$ 476.90
2003	209	43	\$ 247.73	\$ 22.09	\$ 269.82
2004	210	64	\$ 368.72	\$ 32.88	\$ 401.60
2005	211	48	\$ 276.54	\$ 24.66	\$ 301.20
2006	212	54	\$ 311.11	\$ 27.74	\$ 338.85
2007	213	54	\$ 311.11	\$ 27.74	\$ 338.85
2008	214	63	\$ 362.96	\$ 32.37	\$ 395.33
2009	215	76	\$ 437.85	\$ 39.05	\$ 476.90
2010	216	82	\$ 472.42	\$ 42.13	\$ 514.55
2011	217	44	\$ 253.49	\$ 22.61	\$ 276.10
2012	218	61	\$ 351.43	\$ 31.34	\$ 382.77
2101	219	62	\$ 357.20	\$ 31.85	\$ 389.05
2102	220	76	\$ 437.85	\$ 39.05	\$ 476.90
2103	221	43	\$ 247.73	\$ 22.09	\$ 269.82
2104	222	64	\$ 368.72	\$ 32.88	\$ 401.60
2105	223	48	\$ 276.54	\$ 24.66	\$ 301.20
2106	224	54	\$ 311.11	\$ 27.74	\$ 338.85
2107	225	54	\$ 311.11	\$ 27.74	\$ 338.85
2108	226	63	\$ 362.96	\$ 32.37	\$ 395.33
2109	227	76	\$ 437.85	\$ 39.05	\$ 476.90
2110	228	82	\$ 472.42	\$ 42.13	\$ 514.55

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2111	229	44	\$ 253.49	\$ 22.61	\$ 276.10
2112	230	61	\$ 351.43	\$ 31.34	\$ 382.77
2201	231	62	\$ 357.20	\$ 31.85	\$ 389.05
2202	232	76	\$ 437.85	\$ 39.05	\$ 476.90
2203	233	43	\$ 247.73	\$ 22.09	\$ 269.82
2204	234	64	\$ 368.72	\$ 32.88	\$ 401.60
2205	235	48	\$ 276.54	\$ 24.66	\$ 301.20
2206	236	54	\$ 311.11	\$ 27.74	\$ 338.85
2207	237	54	\$ 311.11	\$ 27.74	\$ 338.85
2208	238	63	\$ 362.96	\$ 32.37	\$ 395.33
2209	239	76	\$ 437.85	\$ 39.05	\$ 476.90
2210	240	82	\$ 472.42	\$ 42.13	\$ 514.55
2211	241	44	\$ 253.49	\$ 22.61	\$ 276.10
2212	242	61	\$ 351.43	\$ 31.34	\$ 382.77
2301	243	62	\$ 357.20	\$ 31.85	\$ 389.05
2302	244	76	\$ 437.85	\$ 39.05	\$ 476.90
2303	245	43	\$ 247.73	\$ 22.09	\$ 269.82
2304	246	64	\$ 368.72	\$ 32.88	\$ 401.60
2305	247	48	\$ 276.54	\$ 24.66	\$ 301.20
2306	248	54	\$ 311.11	\$ 27.74	\$ 338.85
2307	249	54	\$ 311.11	\$ 27.74	\$ 338.85
2308	250	63	\$ 362.96	\$ 32.37	\$ 395.33
2309	251	76	\$ 437.85	\$ 39.05	\$ 476.90
2310	252	82	\$ 472.42	\$ 42.13	\$ 514.55
2311	253	44	\$ 253.49	\$ 22.61	\$ 276.10
2312	254	61	\$ 351.43	\$ 31.34	\$ 382.77
2401	255	62	\$ 357.20	\$ 31.85	\$ 389.05
2402	256	76	\$ 437.85	\$ 39.05	\$ 476.90
2403	257	43	\$ 247.73	\$ 22.09	\$ 269.82
2404	258	64	\$ 368.72	\$ 32.88	\$ 401.60
2405	259	48	\$ 276.54	\$ 24.66	\$ 301.20
2406	260	54	\$ 311.11	\$ 27.74	\$ 338.85
2407	261	54	\$ 311.11	\$ 27.74	\$ 338.85
2408	262	63	\$ 362.96	\$ 32.37	\$ 395.33
2409	263	76	\$ 437.85	\$ 39.05	\$ 476.90
2410	264	82	\$ 472.42	\$ 42.13	\$ 514.55
2411	265	44	\$ 253.49	\$ 22.61	\$ 276.10
2412	266	61	\$ 351.43	\$ 31.34	\$ 382.77

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2501	267	62	\$ 357.20	\$ 31.85	\$ 389.05
2502	268	76	\$ 437.85	\$ 39.05	\$ 476.90
2503	269	43	\$ 247.73	\$ 22.09	\$ 269.82
2504	270	64	\$ 368.72	\$ 32.88	\$ 401.60
2505	271	48	\$ 276.54	\$ 24.66	\$ 301.20
2506	272	54	\$ 311.11	\$ 27.74	\$ 338.85
2507	273	54	\$ 311.11	\$ 27.74	\$ 338.85
2508	274	63	\$ 362.96	\$ 32.37	\$ 395.33
2509	275	76	\$ 437.85	\$ 39.05	\$ 476.90
2510	276	82	\$ 472.42	\$ 42.13	\$ 514.55
2511	277	44	\$ 253.49	\$ 22.61	\$ 276.10
2512	278	61	\$ 351.43	\$ 31.34	\$ 382.77
2601	279	62	\$ 357.20	\$ 31.85	\$ 389.05
2602	280	76	\$ 437.85	\$ 39.05	\$ 476.90
2603	281	43	\$ 247.73	\$ 22.09	\$ 269.82
2604	282	64	\$ 368.72	\$ 32.88	\$ 401.60
2605	283	48	\$ 276.54	\$ 24.66	\$ 301.20
2606	284	54	\$ 311.11	\$ 27.74	\$ 338.85
2607	285	54	\$ 311.11	\$ 27.74	\$ 338.85
2608	286	63	\$ 362.96	\$ 32.37	\$ 395.33
2609	287	76	\$ 437.85	\$ 39.05	\$ 476.90
2610	288	82	\$ 472.42	\$ 42.13	\$ 514.55
2611	289	44	\$ 253.49	\$ 22.61	\$ 276.10
2612	290	61	\$ 351.43	\$ 31.34	\$ 382.77
2701	291	62	\$ 357.20	\$ 31.85	\$ 389.05
2702	292	76	\$ 437.85	\$ 39.05	\$ 476.90
2703	293	43	\$ 247.73	\$ 22.09	\$ 269.82
2704	294	64	\$ 368.72	\$ 32.88	\$ 401.60
2705	295	48	\$ 276.54	\$ 24.66	\$ 301.20
2706	296	54	\$ 311.11	\$ 27.74	\$ 338.85
2707	297	53	\$ 305.34	\$ 27.23	\$ 332.57
2708	298	64	\$ 368.72	\$ 32.88	\$ 401.60
2709	299	76	\$ 437.85	\$ 39.05	\$ 476.90
2710	300	82	\$ 472.42	\$ 42.13	\$ 514.55
2711	301	44	\$ 253.49	\$ 22.61	\$ 276.10
2712	302	61	\$ 351.43	\$ 31.34	\$ 382.77
2801	303	62	\$ 357.20	\$ 31.85	\$ 389.05
2802	304	76	\$ 437.85	\$ 39.05	\$ 476.90

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
2803	305	43	\$ 247.73	\$ 22.09	\$ 269.82
2804	306	64	\$ 368.72	\$ 32.88	\$ 401.60
2805	307	48	\$ 276.54	\$ 24.66	\$ 301.20
2806	308	54	\$ 311.11	\$ 27.74	\$ 338.85
2807	309	53	\$ 305.34	\$ 27.23	\$ 332.57
2808	310	64	\$ 368.72	\$ 32.88	\$ 401.60
2809	311	76	\$ 437.85	\$ 39.05	\$ 476.90
2810	312	82	\$ 472.42	\$ 42.13	\$ 514.55
2811	313	44	\$ 253.49	\$ 22.61	\$ 276.10
2812	314	61	\$ 351.43	\$ 31.34	\$ 382.77
2901	315	62	\$ 357.20	\$ 31.85	\$ 389.05
2902	316	76	\$ 437.85	\$ 39.05	\$ 476.90
2903	317	43	\$ 247.73	\$ 22.09	\$ 269.82
2904	318	64	\$ 368.72	\$ 32.88	\$ 401.60
2905	319	48	\$ 276.54	\$ 24.66	\$ 301.20
2906	320	54	\$ 311.11	\$ 27.74	\$ 338.85
2907	321	53	\$ 305.34	\$ 27.23	\$ 332.57
2908	322	64	\$ 368.72	\$ 32.88	\$ 401.60
2909	323	76	\$ 437.85	\$ 39.05	\$ 476.90
2910	324	82	\$ 472.42	\$ 42.13	\$ 514.55
2911	325	44	\$ 253.49	\$ 22.61	\$ 276.10
2912	326	61	\$ 351.43	\$ 31.34	\$ 382.77
3001	327	62	\$ 357.20	\$ 31.85	\$ 389.05
3002	328	76	\$ 437.85	\$ 39.05	\$ 476.90
3003	329	43	\$ 247.73	\$ 22.09	\$ 269.82
3004	330	64	\$ 368.72	\$ 32.88	\$ 401.60
3005	331	48	\$ 276.54	\$ 24.66	\$ 301.20
3006	332	54	\$ 311.11	\$ 27.74	\$ 338.85
3007	333	53	\$ 305.34	\$ 27.23	\$ 332.57
3008	334	64	\$ 368.72	\$ 32.88	\$ 401.60
3009	335	76	\$ 437.85	\$ 39.05	\$ 476.90
3010	336	82	\$ 472.42	\$ 42.13	\$ 514.55
3011	337	44	\$ 253.49	\$ 22.61	\$ 276.10
3012	338	61	\$ 351.43	\$ 31.34	\$ 382.77
3101	339	62	\$ 357.20	\$ 31.85	\$ 389.05
3102	340	76	\$ 437.85	\$ 39.05	\$ 476.90
3103	341	43	\$ 247.73	\$ 22.09	\$ 269.82
3104	342	64	\$ 368.72	\$ 32.88	\$ 401.60



# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
3105	343	48	\$ 276.54	\$ 24.66	\$ 301.20
3106	344	54	\$ 311.11	\$ 27.74	\$ 338.85
3107	345	53	\$ 305.34	\$ 27.23	\$ 332.57
3108	346	64	\$ 368.72	\$ 32.88	\$ 401.60
3109	347	76	\$ 437.85	\$ 39.05	\$ 476.90
3110	348	82	\$ 472.42	\$ 42.13	\$ 514.55
3111	349	44	\$ 253.49	\$ 22.61	\$ 276.10
3112	350	61	\$ 351.43	\$ 31.34	\$ 382.77
3201	351	62	\$ 357.20	\$ 31.85	\$ 389.05
3202	352	76	\$ 437.85	\$ 39.05	\$ 476.90
3203	353	43	\$ 247.73	\$ 22.09	\$ 269.82
3204	354	64	\$ 368.72	\$ 32.88	\$ 401.60
3205	355	48	\$ 276.54	\$ 24.66	\$ 301.20
3206	356	54	\$ 311.11	\$ 27.74	\$ 338.85
3207	357	53	\$ 305.34	\$ 27.23	\$ 332.57
3208	358	64	\$ 368.72	\$ 32.88	\$ 401.60
3209	359	76	\$ 437.85	\$ 39.05	\$ 476.90
3210	360	82	\$ 472.42	\$ 42.13	\$ 514.55
3211	361	44	\$ 253.49	\$ 22.61	\$ 276.10
3212	362	61	\$ 351.43	\$ 31.34	\$ 382.77
3301	363	62	\$ 357.20	\$ 31.85	\$ 389.05
3302	364	76	\$ 437.85	\$ 39.05	\$ 476.90
3303	365	43	\$ 247.73	\$ 22.09	\$ 269.82
3304	366	64	\$ 368.72	\$ 32.88	\$ 401.60
3305	367	48	\$ 276.54	\$ 24.66	\$ 301.20
3306	368	54	\$ 311.11	\$ 27.74	\$ 338.85
3307	369	54	\$ 311.11	\$ 27.74	\$ 338.85
3308	370	64	\$ 368.72	\$ 32.88	\$ 401.60
3309	371	76	\$ 437.85	\$ 39.05	\$ 476.90
3310	372	82	\$ 472.42	\$ 42.13	\$ 514.55
3311	373	44	\$ 253.49	\$ 22.61	\$ 276.10
3312	374	61	\$ 351.43	\$ 31.34	\$ 382.77
3401	375	62	\$ 357.20	\$ 31.85	\$ 389.05
3402	376	76	\$ 437.85	\$ 39.05	\$ 476.90
3403	377	43	\$ 247.73	\$ 22.09	\$ 269.82
3404	378	64	\$ 368.72	\$ 32.88	\$ 401.60
3405	379	48	\$ 276.54	\$ 24.66	\$ 301.20
3406	380	54	\$ 311.11	\$ 27.74	\$ 338.85

# University District South

## South Tower

### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
3407	381	54	\$ 311.11	\$ 27.74	\$ 338.85
3408	382	64	\$ 368.72	\$ 32.88	\$ 401.60
3409	383	76	\$ 437.85	\$ 39.05	\$ 476.90
3410	384	82	\$ 472.42	\$ 42.13	\$ 514.55
3411	385	44	\$ 253.49	\$ 22.61	\$ 276.10
3412	386	61	\$ 351.43	\$ 31.34	\$ 382.77
3501	387	62	\$ 357.20	\$ 31.85	\$ 389.05
3502	388	76	\$ 437.85	\$ 39.05	\$ 476.90
3503	389	43	\$ 247.73	\$ 22.09	\$ 269.82
3504	390	64	\$ 368.72	\$ 32.88	\$ 401.60
3505	391	48	\$ 276.54	\$ 24.66	\$ 301.20
3506	392	54	\$ 311.11	\$ 27.74	\$ 338.85
3507	393	54	\$ 311.11	\$ 27.74	\$ 338.85
3508	394	64	\$ 368.72	\$ 32.88	\$ 401.60
3509	395	76	\$ 437.85	\$ 39.05	\$ 476.90
3510	396	82	\$ 472.42	\$ 42.13	\$ 514.55
3511	397	44	\$ 253.49	\$ 22.61	\$ 276.10
3512	398	61	\$ 351.43	\$ 31.34	\$ 382.77
3601	399	62	\$ 357.20	\$ 31.85	\$ 389.05
3602	400	76	\$ 437.85	\$ 39.05	\$ 476.90
3603	401	43	\$ 247.73	\$ 22.09	\$ 269.82
3604	402	64	\$ 368.72	\$ 32.88	\$ 401.60
3605	403	48	\$ 276.54	\$ 24.66	\$ 301.20
3606	404	54	\$ 311.11	\$ 27.74	\$ 338.85
3607	405	54	\$ 311.11	\$ 27.74	\$ 338.85
3608	406	64	\$ 368.72	\$ 32.88	\$ 401.60
3609	407	76	\$ 437.85	\$ 39.05	\$ 476.90
3610	408	82	\$ 472.42	\$ 42.13	\$ 514.55
3611	409	44	\$ 253.49	\$ 22.61	\$ 276.10
3612	410	61	\$ 351.43	\$ 31.34	\$ 382.77
3701	411	63	\$ 362.96	\$ 32.37	\$ 395.33
3702	412	76	\$ 437.85	\$ 39.05	\$ 476.90
3703	413	43	\$ 247.73	\$ 22.09	\$ 269.82
3704	414	64	\$ 368.72	\$ 32.88	\$ 401.60
3705	415	48	\$ 276.54	\$ 24.66	\$ 301.20
3706	416	54	\$ 311.11	\$ 27.74	\$ 338.85
3707	417	54	\$ 311.11	\$ 27.74	\$ 338.85
3708	418	64	\$ 368.72	\$ 32.88	\$ 401.60

## University District South

### South Tower

#### Proposed 1st Annual Strata Fees

Unit	Strata Lot No.	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
3709	419	76	\$ 437.85	\$ 39.05	\$ 476.90
3710	420	82	\$ 472.42	\$ 42.13	\$ 514.55
3711	421	44	\$ 253.49	\$ 22.61	\$ 276.10
3712	422	61	\$ 351.43	\$ 31.34	\$ 382.77
3806	423	106	\$ 610.69	\$ 54.46	\$ 665.15
3801	424	71	\$ 409.05	\$ 36.48	\$ 445.53
3802	425	77	\$ 443.61	\$ 39.56	\$ 483.17
3803	426	42	\$ 241.97	\$ 21.58	\$ 263.55
3804	427	82	\$ 472.42	\$ 42.13	\$ 514.55
3805	428	44	\$ 253.49	\$ 22.61	\$ 276.10
TH 11	429	138	\$ 795.05	\$ 70.90	\$ 865.95
TH 10	430	138	\$ 795.05	\$ 70.90	\$ 865.95
TH 9	431	153	\$ 881.47	\$ 78.61	\$ 960.08
	<b>Total</b>	<b>26,508</b>	<b>\$ 152,718.46</b>	<b>\$ 13,618.98</b>	<b>\$ 166,337.44</b>
		<b>Annual Total</b>	<b>\$ 1,832,621.52</b>	<b>\$ 163,427.76</b>	<b>\$ 1,996,049.28</b>

**EXHIBIT "G"**

**REGISTERED FORM Y (OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS)**

[See Attached]

1. Contact

Document Fees: \$31.27

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

UD South | Form Y Owners Developers' Notice of Different Bylaws

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

Application Type

LTO Document Reference

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

3. Description of Land

PID/Plan Number

Legal Description

**EPS7719**

**THE OWNERS, STRATA PLAN EPS7719**

**Electronic Signature**

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

**Robyn Alexis  
Miles I23K2S**

Digitally signed by  
Robyn Alexis Miles I23K2S  
Date: 2023-08-02  
00:13:49 -07:00

**Strata Property Act**

**PROPOSED FORM Y**

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

Re: Strata Plan EPS 7719, being a strata plan of:

Parcel Identifier:

030-861-926

Legal Description:

Lot B Section 22 Block 5 North Range 2 West  
New Westminster District Plan EPP79101, Except  
Air Space Plan EPP 115038

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

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

Date: August 2, 2023

**Owner Developer**

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

by its authorized signatory:

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

## SCHEDULE A

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### UNIVERSITY DISTRICT SOUTH

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

1. adding the following subsection to Bylaw 2:
  - “(3) An owner must: (a) maintain the heat pump unit located within an owner’s strata lot in accordance with the manufacturer’s recommended maintenance schedule for each such unit, or as otherwise required by the strata corporation, and (b) repair and replace such unit(s) as and when necessary, from time to time.”;
2. deleting Bylaw 3(4) thereof and substituting the following therefor:
  - “(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following (unless a special permit is obtained from the strata corporation):
    - (a) a reasonable number of fish or other small aquarium animals;
    - (b) a reasonable number of small caged animals;
    - (c) up to two caged birds;
    - (d) up to two dogs; and
    - (e) up to two cats.”;
3. adding the following subsections to Bylaw 3:
  - “(5) The pet owners will be fully responsible for the behaviour of their pets within the development. Owners must inform their visitors and tenants about the bylaws and any other rules concerning pets. Owners, tenants and occupants will be responsible for clean-up and repair of any damage and mess to the common property caused by any pets brought within the development by them or their visitors.
  - (6) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, will register that pet with the strata corporation by providing to the strata corporation a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).
  - (7) An owner of a strata lot will not:
    - (a) use, or permit any tenant or occupant of his or her strata lot, or a visitor of the owner, tenant or occupant to use, a strata lot for any purposes other than: (i) residential purposes and other purposes ancillary to residential purposes; or (ii) any of the uses permitted under the zoning for the

development. Notwithstanding the foregoing, an owner developer who has one or more unsold strata lots may use the strata lots for the purposes set out in Bylaw 30; or

- (b) use or permit any tenant or occupant of his or her strata lot or a visitor of the owner, tenant or occupant to use inline skates, skateboards, bicycles and/or hockey equipment anywhere in the building, including a strata lot.
  - (8) An owner, tenant or occupant of a strata lot must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
  - (9) An owner, tenant or occupant of a strata lot is responsible for the conduct of their visitors, including ensuring that noise is kept at a level, in the sole determination of the strata corporation, that will not disturb the rights of quiet enjoyment of others.”;
4. adding the following subsection to Bylaw 4:
- “(3) Within two weeks of a tenant moving into any strata lot, the owner of such strata lot must give the strata corporation a copy of the Form K - Notice of Tenant’s Responsibilities signed by the tenant, in accordance with section 146 of the Act.”;
5. deleting Bylaw 5(1) thereof and substituting the following therefor:
- “(1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
    - (a) the structure of a building;
    - (b) the exterior of a building;
    - (c) chimneys, stairs, balconies, patios, decks or other things attached to the exterior of a building;
    - (d) doors, windows or skylights (including the castings, the frames and the sill of such doors, windows and skylights) on the exterior of a building, or that front on the common property;
    - (e) fences, railings or similar structures that enclose a patio, balcony or deck;
    - (f) common property located within the boundaries of a strata lot;
    - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
    - (h) any trees, shrubs, vegetation or other landscaping installed by the owner developer or the strata corporation on limited common property (including, without limitation, on balconies, patios and decks) appurtenant to particular strata lots.”;
6. adding the following subsection to Bylaw 7:
- “(3) If access to a strata lot is not provided in accordance with Bylaw 7, the owner will be responsible for:



- (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency; and
  - (b) all costs incurred by the strata corporation in respect of contractors retained by the strata corporation who must re-attend at the building to access the strata lot.
- (4) Where the strata corporation wishes to enter a strata lot for any of the purposes prescribed by these bylaws and/or for the purpose of inspecting, maintaining or repairing pipes, wires, cables, ducts and/or other facilities within the strata lot and which are capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agents will carry out any such work in a good and workmanlike manner. The strata corporation will also make good any damage to the strata lot occasioned by such work and restore the strata lot to its pre-damaged condition, leaving the strata lot clean and free of debris.”;

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

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

- (1) common assets of the strata corporation;
- (2) common property that has not been designated as limited common property;
- (3) limited common property, but the duty to repair and maintain it is restricted to:
  - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (i) the structure of a building;
    - (ii) the exterior of a building;
    - (iii) chimneys, stairs, balconies, patios, decks and other things attached to the exterior of a building;
    - (iv) doors, windows and skylights (including the castings, the frames and the sill of such doors, windows and skylights) on the exterior of a building or that front on the common property;
    - (v) fences, railings and similar structures that enclose patios, balconies and decks; and
    - (vi) any trees, shrubs, vegetation or other landscaping installed by the owner developer or the strata corporation on limited common property (including, without limitation,

on balconies, patios and decks) appurtenant to particular strata lots (except that an owner of a strata lot will be responsible for routine tidying of, and removing of any plant debris which accumulates within, the limited common property appurtenant to such owner's strata lot);

- (4) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies, patios, decks and other things attached to the exterior of a building;
  - (d) doors, windows and skylights (including the castings, the frames and the sill of such doors, windows and skylights) on the exterior of a building or that front on the common property; and
  - (e) fences, railings and similar structures that enclose patios, balconies and decks.”;

8. adding the following subsection to Bylaw 9:

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

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

**“Maximum Fine**

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

- (a) \$200 for each contravention of a bylaw; and
  - (b) \$50 for each contravention of a rule.
- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
  - (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the strata corporation pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.”;

10. adding the following subsection to Bylaw 27:
- “(8) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation or a separate section, as applicable, is entitled to register a lien against that strata lot under section 116(1) of the Act.”;

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

**“Display lot**

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

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

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

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

12. adding the following Bylaws after Bylaw 30 as Division 8 - Miscellaneous:

**“Division 8 - Miscellaneous**

**Advertising Re-Sale**

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

**Quorum**

32 Notwithstanding section 48(3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of

members; but in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and the eligible voters present in person or by proxy shall constitute a quorum.

### **Electronic Attendance at Meetings**

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

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

- 34 The strata corporation may proceed under the *Small Claims Act* (British Columbia), without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation or the applicable separate section is required to expend as a result of the owner's act.

### **Insurance and Responsibility**

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

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

- 36(1) An owner, tenant or occupant will be required to pay a one time move-in fee of \$150 prior to any change in tenancy or other move-in to his or her strata lot. This does not apply to the first move in by the owner/tenant, following the initial purchase from the owner developer.
- (2) The strata corporation may regulate the times and manner in which any moves into or out of the strata lots may be made and require that such moves be

coordinated with the property manager for the development at least seven (7) days in advance of such moves, or such lesser period as the strata corporation may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant, occupant, visitor, employee, agent or invitee to carry out any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the property manager of the development, the owner of such strata lot will be subject to a fine of \$100, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.

- (3) An owner of a strata lot must notify the strata corporation in advance of the date and time that the owner, tenant or occupant of his or her strata lot will be moving into or out of such strata lot.
- (4) An owner, tenant or occupant of a strata lot may submit a request to the strata corporation in order to reserve a date and time period during which the owner, tenant or occupant will be entitled to the elevator in the development and loading area and/or designated loading stall(s) for the development (or for shared use by the development, the Commercial Component (as defined in Bylaw 44) and the North Tower (as defined in Bylaw 45)), as applicable. The loading area and/or designated loading stalls may be used to facilitate moves into or out of the strata lots as well as any other general loading/unloading tasks.
- (5) Provided a designated loading area and/or loading stall(s) for the development (or for shared use by the development, the Commercial Component and the North Tower) are not being used under a reservation made pursuant to Bylaw 36(4), the loading area and/or loading stall(s) will be generally available to all owners, tenants, occupants, visitors, employees, agents, invitees and suppliers of the strata lots within the strata corporation (and, as applicable, the Commercial Component and/or strata lots within the North Tower) on a first-come, first-served basis.

### **Use of Amenity Spaces**

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

- (3) Except as otherwise permitted pursuant to an easement that governs the common property or a statutory right of way over common property, all Shared Residential Amenities/Facilities are for the shared use of the owners, tenants, occupants of the development or the North Tower and their accompanying visitors only.
- (4) Any use of the South Tower Amenity Space or the Shared North Tower Amenity Space is at the sole risk of the user, who assumes all risks including, but not limited to, risks of death, injury, damage to persons and damage to or loss of personal property associated with or arising out of such use; and, as a condition of use, the user indemnifies the strata corporation, its members, agents and employees against all liability arising out of such use. Without limiting the foregoing, the strata corporation is not liable for any accident, injury or death resulting from the use of any South Tower Amenity Spaces or any Shared North Tower Amenity Space by owners, tenants, occupants, visitors or any other person.
- (5) Anyone who engages in any reckless, hazardous, destructive, or potentially hazardous or destructive activity within any South Tower Amenity Spaces or any Shared North Tower Amenity Space, or who continues to breach a rule or bylaw after receiving a verbal warning from a representative of the strata corporation (or in the case of the Shared North Tower Amenity Space, a representative of the strata corporation of the North Tower), is required to leave the such South Tower Amenity Space or Shared North Tower Amenity Space, as the case may be, immediately upon request of such representative.
- (6) Entry into and/or use of the South Tower Amenity Space or any Shared North Tower Amenity Space in a state of impairment due to drug or alcohol intoxication is prohibited.
- (7) The strata corporation may temporarily close or restrict use of any South Tower Amenity Space if such South Tower Amenity Space is being used in an unsafe or disruptive manner, if the South Tower Amenity Space requires maintenance or cleaning, if such temporary closure or restriction is reasonably necessary in order to comply with an order or recommendation of the municipal or provincial government, or if the South Tower Amenity Space is required for a function organized or approved by the strata corporation. Any Shared North Tower Amenity Space may be temporarily closed or have access thereto restricted subject to the terms of the easement(s) in favour of the strata corporation in respect to such Shared North Tower Amenity Space.
- (8) An owner, tenant and occupant may be permitted, on a first-come, first-served basis, to reserve certain designated South Tower Amenity Space or Shared North Tower Amenity Space for exclusive use, subject to availability and any applicable hourly rate(s), user fee(s), minimum reservation period(s) and/or payment of refundable damage deposit(s) upon booking, as may be required by the strata corporation (or in the case of a reservation of a Shared North Tower Amenity Space, the strata corporation for the North Tower) and set out in the rules and regulations governing the exclusive use and reservation of particular South Tower Amenity Space or Shared North Tower Amenity Space. Any and all income generated by the collection of such user fees will be used for the maintenance and operating expenses of the South Tower Amenity Space and/or the Shared North Tower Amenity Space.
- (9) No pets, other than those pets certified as service animals, are allowed in any indoor South Tower Amenity Space or any indoor Shared North Tower Amenity Space except, for clarity, within the parking facility.

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

### **Parking and Storage**

- 38(1) An owner of a strata lot is only entitled to the use of a parking stall and/or bicycle/storage locker in the parking facility located either within:
  - (a) the development, pursuant to a partial assignment of the parking and bicycle/storage lease (the "**South Tower Master Parking/Storage Agreement**") between the strata corporation (by assignment from the owner developer), as landlord, and the owner developer (by assignment from (BlueSky Properties (UD Parking) Inc.), as tenant; or
  - (b) the adjacent lands forming part of the North Tower, pursuant to a partial assignment of a separate parking and bicycle/storage lease (the "**North Tower Master Parking/Storage Agreement**"), between the strata corporation for the North Tower (by assignment from the owner developer of the North Tower), as landlord, and the owner developer of the North Tower (by assignment from BlueSky Properties (UD Parking) Inc.), as tenant (and subject to one or more parking and storage easements over certain common property of the North Tower in favour of the development).

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

#### *Cross-Assigned Parking Stall and Bicycle/Storage Lockers between the Development and the North Tower*

The parking facility in the development and the parking facility in the North Tower have been constructed as an integrated parking facility and it is intended that certain parking stalls and bicycle/storage lockers situated in one development will be for the use and benefit of owners in the other development, and will be cross-allocated to owners accordingly by way of partial assignments of either (i) the South Tower Master Parking/Storage Agreement, as to assignments of parking stalls and bicycle/storage lockers located within the development or (ii) the North Tower Master Parking/Storage Agreement, as to assignments of parking stalls and bicycle/storage lockers located within the North Tower.

Accordingly, certain owners of strata lots in the North Tower may be entitled to the use of a parking stall and/or a bicycle/storage locker in the parking facility located in the development, pursuant to a partial assignment of the South Tower Master Parking/Storage Agreement and one or more parking and storage easements, in which event Bylaws 38, 39 and 41 hereof will apply to such owners of strata lots in the North Tower.

Any owner of a strata lot (whether such strata lot is located in the development or in the North Tower) who has been assigned the use of a parking stall in the parking facility in the development pursuant to the South Tower Master Parking/Storage Agreement is referred to herein as a “Parking Stall Assignee”.

Similarly, an owner of a strata lot in the development who has been assigned a parking stall and/or bicycle storage locker in the common property of the North Tower, pursuant to the North Tower Master Parking/Storage Agreement, will be subject to the bylaws, rules and regulations of the strata corporation for the North Tower as to the use of such parking stall (and the use, installation, activation, deactivation or otherwise, of any EV Receptacle or EV Charger therein) and/or bicycle storage locker, and to the terms of any applicable parking and storage easements over the common property of the North Tower in favour of the development.

- (2) An owner, tenant, occupant, visitor or guest must use the parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata corporation.
- (3) An owner, tenant or occupant shall not:
  - (a) use any parking stall and/or bicycle/storage locker in the building or on the common property or on any limited common property, except the parking stall and/or bicycle/storage locker assigned to such owner pursuant to the South Tower Master Parking/Storage Agreement or, when specifically agreed to with another Parking Stall Assignee, the parking stall and/or bicycle/storage locker assigned to such other Parking Stall Assignee;
  - (b) permit their visitors to use any parking stall and/or bicycle/storage locker in the building or on the common property, any limited common property or (on the adjacent lands in the Commercial Component or in the North Tower, in each case provided use thereof is permitted by way of an easements in favour of the development), except a parking stall specifically designated for visitor use by the strata corporation or the strata corporation for the North Tower, as applicable;
  - (c) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or any limited common property (or on the adjacent lands in the Commercial Component or the North Tower), except in the case of emergency;
  - (d) rent or lease the parking stall and/or bicycle/storage locker assigned to such owner pursuant to the South Tower Master Parking/Storage Agreement to, or otherwise permit that parking stall and/or bicycle/storage locker to be regularly used by, anyone that is not a resident of the development or the North Tower;
  - (e) park any vehicle in a manner which will reduce the width of any parking ramp, drive aisle or roadway on the common property, any limited common property, in the Commercial Component or on the common property or any limited common property of the North Tower;
  - (f) use any part of the common property, the common property of the North Tower or the exterior areas of the Commercial Component (including any parking stall assigned to the strata lot) for storage of personal items or



property, without the written consent of the strata corporation, the strata corporation for the North Tower or the owner of the Commercial Component, as the case may be. Notwithstanding the foregoing, an owner, tenant or occupant may store personal property within a bicycle/storage locker which such person has a right to use pursuant to the South Tower Master Parking/Storage Agreement, subject to any rules and regulations of the strata corporation, or the North Tower Master Parking/Storage Agreement, subject to any rules and regulations of the strata corporation for the North Tower; and

- (g) wash any vehicle within the parking facility in the development unless permitted by the strata corporation and/or under the rules and regulations in place from time to time with respect to use of the parking facility.
- (4) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property, the common property of the North Tower or the Commercial Component.
- (5) No parking is permitted except in a designated parking stall, nor shall a vehicle park in a manner, which will reduce the width of an access roadway.
- (6) No vehicles exceeding 4,000 kg. gross vehicle weight shall be parked or brought onto the common property or the common property of the North Tower without the consent of the strata corporation (or the strata corporation for the North Tower, as the case may be), except when used in delivery to or removal from the premises.
- (7) Any vehicle, which does not comply with this Bylaw, may be removed at the vehicle owner's expense.
- (8) The cost of repairing any damage to a parking stall and/or bicycle/storage locker in the development due to the intentional or negligent conduct of the Parking Stall Assignee or their tenant, occupant or visitor will be the sole responsibility of the Parking Stall Assignee that has been granted the exclusive use of the applicable parking stall and/or bicycle/storage locker in the common property.

### **Bicycle Storage**

- 39 No person may keep a bicycle within the common property, the common property of the North Tower or the Commercial Component, other than in the designated bicycle/storage locker(s) in the development or the North Tower (as assigned to such owner for the exclusive use of a particular strata lot pursuant to Bylaw 38(1)) and/or the bicycle pavilion(s) located at grade in the common property (or, pursuant to one or more easements in favour of the development, in the common property of the South Tower). The bicycle stalls will be available for use by owners and occupants of the strata lots in the development (and, subject to applicable easements, to owners and occupants of the strata lots in the North Tower) on a first-come, first-served basis. The strata corporation will be responsible for administering the use of all of the bicycle pavilion(s) and bicycle stalls therein, located in the common property. The strata corporation for the North Tower will be responsible for administering the use of the bicycle pavilion(s) and any other bicycle storage rooms, and bicycle stalls therein, located in the common property of the North Tower. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bicycle stalls, including charging fees to users of such bicycle stalls, if approved by

resolution of the strata corporation, or the strata corporation for the North Tower, as the case may be.

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

- 40 Certain parking stalls (the “**Accessible Resident Stalls**”) in the common property are designed and constructed to accommodate vehicles driven by disabled persons. Some or all of the Accessible Resident Stalls will be allocated by way of partial assignment of the South Tower Master Parking/Storage Agreement, and may be allocated to, and used by, owners who do not qualify for the use of disabled parking stalls. The strata corporation and every owner of a strata lot will be required to comply with the terms and provisions of the South Tower Master Parking/Storage Agreement in connection with any request by an owner for an exchange of an Accessible Residential Stall provided such request satisfies the requirements set out in section 4.09 of the South Tower Master Parking/Storage Agreement. No Accessible Resident Stall may be assigned to an owner of a strata lot in the North Tower.

### **Electric Vehicle Chargers**

- 41(1) A Parking Stall Assignee who has been assigned a parking stall that is pre-installed with an energized Level 2 electric receptacle (an “**EV Receptacle**”) may not use, or permit its tenants or occupants to use, such EV Receptacle until such Parking Stall Assignee has unlocked the EV Receptacle with the strata corporation. The Parking Stall Assignee who has unlocked an EV Receptacle is required to pay the strata corporation an additional monthly fee in connection with such EV Receptacle, at a rate of \$40.00 per month or such other rate as may be set by the strata corporation from time to time, until such time as the EV Receptacle is replaced with an electric vehicle charger (an “**EV Charger**”) pursuant to this Bylaw 41.
- (2) A Parking Stall Assignee may apply to the strata corporation for approval to install an EV Charger in the parking stall(s) in the common property assigned for the exclusive use of such Parking Stall Assignee by way of the South Tower Master/Parking Storage Agreement, pursuant to the requirements of Bylaw 41(3). Upon receipt of such a request, and subject to approval being granted, the strata corporation will notify all other Parking Stall Assignees which have been assigned the exclusive use of a parking stall in the same 4:1 load sharing circuit group, unless such load sharing circuit group has been previously activated. The EV Receptacle in such load sharing circuit group will be deactivated to permit for load sharing within the applicable load sharing circuit group upon installation of one or more EV Chargers therein. For clarity, the Parking Stall Assignee within such load sharing group whose assigned parking stall was equipped with an EV Receptacle will, if they wish to continue to charge a vehicle in their assigned parking stall, be required to replace such EV Receptacle with an EV Charger at their sole cost and expense in accordance with this Bylaw 41.
- (3) A Parking Stall Assignee who wishes to install an EV Charger for use in their assigned parking stall (including pursuant to Bylaw 41(2) above) must apply to the strata corporation for approval and satisfy any requirements of the strata corporation before installing such EV Charger. Without limiting the foregoing, the strata corporation may require the following requirements to be satisfied before approving the installation of an EV Charger:

- (a) the EV Charger must be compatible with the development's electric vehicle charging network and must be Open Charge Point Protocol (OCPP) compliant, as determined by the operator (the "**EV Network Operator**") of the development's electric vehicle charging network;
  - (b) the EV Charger must be capable of load-sharing with any existing EV Chargers on the same circuit (being a 4:1 ratio), as determined by the EV Network Operator; and
  - (c) the EV Charger must be registered with the EV Network Operator at the time it is installed.
- (4) The installation of any EV Charger must be carried out by a qualified electrician approved in advance by the strata corporation, and which may, in its sole discretion, be selected by the strata corporation.
  - (5) The Parking Stall Assignee will be responsible for purchasing, installing, maintaining and repairing the EV Charger in their assigned parking stall at their sole cost and expense.
  - (6) A Parking Stall Assignee (and any tenant or occupant of the strata lot owned by such Parking Stall Assignee) will have the exclusive right to use an EV Receptacle or an EV Charger, if any, which is appurtenant to the parking stall assigned to such Parking Stall Assignee.
  - (7) A Parking Stall Assignee will not use, and will not permit its tenants, occupants or visitors to use, any EV Receptacle or EV Charger in the parking facility in the development except for (1) an EV Receptacle or EV Charger, if any, which is appurtenant to a parking stall which has been assigned to such Parking Stall Assignee, or (2), if the Parking Stall Assignee is an owner of a strata lot in the development, an EV Receptacle or EV Charger, if any, which is made available by the strata corporation for common use (subject to Bylaw 41(9) and any rules or regulations of the strata corporation governing such use).
  - (8) A Parking Stall Assignee may not use, or permit its tenants or occupants to use, an EV Charger installed in a parking stall assigned to such Parking Stall Assignee until such Parking Stall Assignee has activated such EV Charger with the strata corporation and the EV Network Operator, which activation may require such Parking Stall Assignee to create an individual account and/or enter into a user agreement with the EV Network Operator. The Parking Stall Assignee who has installed and activated an EV Charger in a parking stall assigned to such Parking Stall Assignee is required to pay any and all charges and fees applicable to such EV Charger to the strata corporation or, if determined by the strata corporation, to the EV Network Operator. A Parking Stall Assignee may deactivate an installed EV Charger for a parking stall assigned to such Parking Stall Assignee in accordance with the procedures set by the strata corporation and the EV Network Operator from time to time.
  - (9) Anyone who uses an EV Receptacle or EV Charger provided by the strata corporation for common use, if any, is required to pay any and all charges applicable to the use of such EV Receptacle or EV Charger to the strata corporation or, if determined by the strata corporation, to the EV Network Operator.

### **Smoking and Vaping**

42(1) In this Bylaw:

- (a) “**marijuana**” includes cannabis;
  - (b) “**smoke**” or “**smoking**” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco, other weed substances (including, for clarity, marijuana) or any other combustible substance, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, candles or smoke from incense; and
  - (c) “**vape**” or “**vaping**” includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
- (2) An owner, tenant, occupant or visitor must not:
- (a) smoke or vape on the interior common property or limited common property, such as, but not limited to hallways, lobbies, elevators, indoor amenity spaces, storage/bicycle storage rooms and parking facilities;
  - (b) smoke or vape on the exterior common property or limited common property, including balconies, decks, patios, outdoor amenity areas (including any outdoor South Tower Amenity Spaces), walkways, roadways or parking areas; and
  - (c) permit the smoke or odour from smoking or vaping to escape any strata lot such that it can be smelled by an owner, tenant or occupant of another strata lot.
- (3) Despite any legalization or decriminalization, marijuana production within a condominium development has the potential to cause disturbing odours, mould proliferation and/or insurability concerns. Therefore, growing marijuana plants, and/or processing or production, including sale or resale, of marijuana products is prohibited within the bounds of the strata plan, including, without limiting the foregoing, in any strata lot or on any common property or limited common property.
- (4) All persons, including, without limitation, owners, tenants and occupants of the strata lots and visitors of such persons, must comply with this Bylaw 42. Owners, tenants and occupants of the strata lots must ensure that this Bylaw is not violated by their visitors or anyone else they let into the development.
- (5) The strata corporation may make reasonable accommodation for one or more individuals that have an addiction to nicotine or marijuana that is a physical or mental disability or who require the use of marijuana for medical purposes in connection with a physical or mental disability. Whether or not reasonable accommodation is required under the *BC Human Rights Code* will be determined in the reasonable discretion of the strata corporation. In making the accommodation, the strata corporation will consider how to accommodate the disability without exposing others to second-hand smoke.

## Noise

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

### **Shared UD South Facilities**

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

### **Shared Residential Amenities/Facilities and Shared Project Facilities**

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

### **Cost Sharing**

- 46 Owners of the strata lots acknowledge that the strata corporation is or may be a party to one or more cost sharing agreements (which may be included within one or more easements whereby the applicable shared use is permitted and/or may be contained within one or more separate instruments) pursuant to which the strata corporation is obligated to pay its proportionate share of the costs relating to the management, administration, operation, cleaning, maintenance, repair, insuring and replacement (including, without limitation, the cost of all utilities, personnel, materials, supplies and equipment necessary for such purposes) of, without limitation, the Shared UD South Facilities, the Shared Residential Amenities/Facilities and the Shared Project Facilities (and/or any parking stalls and/or bicycle/storage lockers that may be shared by the development with the North Tower and/or the Commercial Component, as applicable). The strata

corporation's share of the costs under each such agreement constitutes an expense of the strata corporation which will be borne by the owners of the strata lots in proportion to the unit entitlement of their respective strata lots or as otherwise set out in the budget of the strata corporation.

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

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

### **Video Surveillance**

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

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

## Key Fobs

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

## Use of Video Surveillance or Key Fob Records

- 50(1) The audio/video surveillance recordings and/or Key Fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those strata corporation bylaws and rules which relate to the safety and security of the development and its owners, tenants and occupants.
  - (2) The personal information of owners, tenants and occupants will only be reviewed or disclosed as follows:
    - (a) law enforcement in accordance with Bylaw 50(1);
    - (b) the property manager of the strata corporation and strata council members in accordance with Bylaw 50(1); or
    - (c) in the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video/audio surveillance recording or Key Fob usage records and the personal information of the requesting owner, tenant or occupant may be reviewed by or disclosed to such requesting owner, tenant or occupant.
  - (3) In installing and/or maintaining the systems described In Bylaws 48 and 49, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any owner tenant, occupant or visitor in any capacity (including a failure



to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.”.

**EXHIBIT "H"**

**FINAL MASTER PARKING/STORAGE AGREEMENT**

[See Attached]

**UNIVERSITY DISTRICT SOUTH**  
**PARKING AND BICYCLE/STORAGE LEASE**  
**(MASTER PARKING/STORAGE AGREEMENT)**

THIS LEASE made as of the 1<sup>st</sup> day of August, 2023.

**BETWEEN:**

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

("Owner")

**AND:**

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

("Tenant")

**WITNESSES THAT WHEREAS:**

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

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

(the "**Lands**");

- B. BlueSky Properties (UD Lands) Inc. holds legal title to the Lands as the nominee, agent and bare trustee for and on behalf of the Owner;
- C. Owner wishes to lease to Tenant those portions (the "**Leased Premises**") of the underground parking facility (the "**Parking Facility**") to be located on the Lands as shown outlined in heavy black line on the sketch plan (the "**Plan**") attached hereto as Schedule A, all on the terms and conditions set out in this Lease;
- D. If the Lands have not yet been subdivided to create the Remainder Parcel (as defined below), then after entering into this Lease and prior to or upon the completion of development of the Lands, the Owner intends to subdivide the Lands by an air space subdivision plan (the "**Airspace Plan**") in respect of the Lands to create an air space parcel (herein referred to as "**ASP 1**") within which a commercial development will be constructed and a remainder parcel (the "**Remainder Parcel**") within which the residential strata development will be constructed, as described below.
- E. Upon the completion of development of the Remainder Parcel, Owner proposes to subdivide the Remainder Parcel by registration of a strata plan (the "**Strata Plan**") pursuant to the *Strata Property Act* (British Columbia) in the New Westminster Land Title Office (the "**Land Title Office**") in respect

of the Lands to create the residential strata development on the Remainder Parcel to be known as "**University District South**" (the "**Development**");

- F. The strata lots (each a "**Strata Lot**" and, collectively, the "**Strata Lots**") in the Development will be created by the deposit of the Strata Plan for registration in the Land Title Office;
- G. Tenant will have the right to grant partial assignments of this Lease pertaining to all of the parking stalls (collectively, the "**Stalls**" and each a "**Stall**"), all of the bicycle/storage lockers (collectively, the "**Bicycle/Storage Lockers**" and each a "**Bicycle/Storage Locker**") (and all of the storage rooms containing the Bicycle/Storage Lockers) located within the Leased Premises;
- H. The Strata Plan will designate the Leased Premises, including the Stalls, Bicycle/Storage Lockers (and all of the storage rooms containing the Bicycle/Storage Lockers), as common property of the strata corporation (the "**Strata Corporation**") formed upon the deposit for registration of the Strata Plan in the Land Title Office;
- I. The Parking Facility is located adjacent to and interconnected with the underground parking facility to be located on certain lands and premises located in the City of Surrey, British Columbia and currently legally described as:

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101,  
 ("**Lot A**");

- J. Upon completion of development of Lot A, Lot A is intended to be subdivided by registration of a strata plan pursuant to the *Strata Property Act* (British Columbia) in the Land Title Office in respect of Lot A to create the residential strata development on Lot A to be known as "**University District North**" (the "**UD North Development**"); and
- I. The parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease.

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

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

### 1.01 Grant.

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

### 1.02 Term.

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

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

1.03 Rent.

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

1.04 Licence.

Owner agrees that Tenant may at all times, in common with Owner and all other persons now or hereafter having the express or implied permission of Owner or having a similar right, enter upon and pass over any part of the Lands designated as drive aisles, driveways, ramps, roadways, walkways, stairways and elevators for the purpose of obtaining access to or egress from the Leased Premises or a particular Stall or Bicycle/Storage Locker, provided that the operation of vehicles be restricted to drive aisles, driveways, ramps and roadways and access by foot be restricted to walkways, stairways, corridors and elevators. Owner will at all times provide Tenant, in its capacity as the tenant of the Leased Premises, with means of access to any security devices as necessary to enable Tenant and subsequent assignees to use and enjoy the Leased Premises.

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

2.01 Strata Plan.

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

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

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

2.02 Common Property.

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

### ARTICLE 3. MAINTENANCE AND ENCUMBRANCES

#### 3.01 Management.

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

- (a) are of general application to all Stalls and Bicycle/Storage Lockers in the Leased Premises and all users of such Stalls and Bicycle/Storage Lockers;
- (b) are fairly and uniformly enforced with respect to all Stalls and Bicycle/Storage Lockers (other than any Stall designated for handicapped use, if any) and all users of such Stalls and Bicycle/Storage Lockers;
- (c) do not interfere with Tenant's or any subsequent assignee's right of continuous uninterrupted access to the Stalls and Bicycle/Storage Lockers during the Term, including the right of Tenant or any subsequent assignee to store a vehicle, recreational vehicle, trailer, boat trailer or boat within any Stall leased by Tenant or assigned to the assignee hereunder, provided that such vehicle, recreational vehicle, trailer, boat trailer or boat fits within such Stall without creating a danger or hazard to other users of the Parking Facility and complies with all applicable bylaws, and provided that Tenant or assignee, as the case may be, has obtained adequate insurance coverage in respect thereof and provided that the Strata Corporation may remove or cause to be removed from any Stall any vehicle, recreational vehicle, trailer, boat trailer or boat that is deemed by the Strata Corporation to create a danger or a hazard to other users of the underground parking facility or is not adequately insured; and
- (d) do not materially interfere with the rights of Tenant or any subsequent assignee under this Lease.

#### 3.02 Alterations and Maintenance.

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

#### 3.03 Subordination.

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

#### 3.04 No Right to Encumber.

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

## ARTICLE 4. ASSIGNMENT

### 4.01 Partial Assignments.

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

- (a) will be absolute, and, subject to the bylaws, rules and regulations of the Strata Corporation to the extent permitted by section 3.01, the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall or Bicycle/Storage Locker so assigned for the balance of the Term;
- (b) will be an assignment of rights to which such assignee will only be entitled for so long as such assignee owns a Strata Lot or a UD North Strata Lot, unless the assignment is to the Strata Corporation or back to Tenant;
- (c) may only be assigned to an owner or transferee of a Strata Lot or a UD North Strata Lot or to the Strata Corporation or back to Tenant in accordance with the terms of this Lease; and
- (d) will not be effective until written notice of such assignment (together with a copy of such assignment, if available) is delivered by the assignee to the Strata Corporation, subject to section 4.02 of this Lease.

### 4.02 Automatic Assignment by Members.

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

### 4.03 Exchanges and Transfers.

- (a) The holder of an interest (in this subsection 4.03(a), the "**First Owner**") in a Stall or Bicycle/Storage Locker (the "**First Stall/Locker**") may exchange his, her or its interest in the First Stall/Locker with the holder of an interest (in this subsection 4.03(a), the "**Second Owner**") in a different Stall or Bicycle/Storage Locker (the "**Second Stall/Locker**") for such consideration as the First Owner and the Second Owner may agree. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Stall/Locker, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Stall/Locker. The First Owner and the Second Owner will each execute a partial assignment of this Lease substantially in the form attached hereto as Schedule B. The exchange will be on the terms set out in subsections

4.01(a) to (d) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, section 4.02 will not apply to exchanges under this subsection 4.03(a).

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

#### 4.04 Consents.

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

#### 4.05 Form of Assignment.

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

#### 4.06 Release of Assignors.

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

#### 4.07 Register of Partial Assignments.

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

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

Upon request by any owner or prospective transferee of a Strata Lot or UD North Strata Lot, the Strata Corporation will provide a certificate, within seven (7) days of receipt of such request, certifying the name and address of the person to whom a particular Stall or Bicycle/Storage Locker is assigned and the number



of the Strata Lot or UD North Strata Lot, as the case may be, to which such Stall or Bicycle/Storage Locker is at the time appurtenant, if any. The Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment pertaining to a particular Stall or Bicycle/Storage Locker under section 4.01 or 4.02, the Strata Corporation will amend the register accordingly.

#### 4.08 Assignment to Strata Corporation

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

#### 4.09 Re-Allocation Stalls.

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

Certain of the Stalls (the "**Accessible Stalls**") may be designed and constructed to accommodate vehicles driven by disabled persons. If a Qualified Owner holds an interest under this Lease in a Stall that is not an Accessible Stall (a "**Non-Accessible Stall**"), then, provided the Qualified Owner does not hold an interest under this Lease in another Stall that is an Accessible Stall, the Qualified Owner may make a written request that the Strata Corporation exchange the Qualified Owner's Non-Accessible Stall for an Accessible Stall. Upon receipt by the Strata Corporation of a written request for such an exchange from a Qualified Owner, the Strata Corporation will require that a Non-Qualified Owner who holds an interest under this Lease in an Accessible Stall (if any and to be selected by the Strata Corporation by random draw, or such other means as the Strata Corporation may determine, if there is more than one such Non-Qualified Owner) exchange his or her interest in the Accessible Stall with the Qualified Owner for his or her interest in the Non-Accessible Stall for no consideration (provided that if, immediately prior to such exchange, the Qualified Owner has an interest in more than one Non-Accessible Stall, then the Non-Qualified Owner will be entitled to select which of the Qualified Owner's Non-Accessible Stalls it wishes to receive in exchange for its interest in the Accessible Stall). Such an exchange will be accomplished by the Non-Qualified Owner partially assigning his or her interest under this Lease in the Accessible Stall to the Qualified Owner, and the Qualified Owner partially assigning his or her interest under this Lease in the Non-Accessible Stall to the Non-Qualified Owner. The Non-Qualified Owner and the Qualified Owner will each execute a partial assignment of this Lease in favour of the other substantially in the form attached hereto as Schedule B, and the Strata Corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Qualified Owner and the Non-Qualified Owner to effect such transfer. Any exchange pursuant to this section 4.09 will be on the terms set out in section 4.01. Notwithstanding anything else contained herein, an interest under this Lease in an Accessible Stalls may not be transferred or assigned to an owner of a UD North Strata Lot.

### ARTICLE 5. INTENTIONALLY DELETED

### ARTICLE 6. CERTAIN TYPES OF STALLS

#### 6.01 EV Chargers and EV Receptacles.

Owner agrees that Tenant will at all times during the Term have the exclusive use of each electrical vehicle charging station (each, an "**EV Charger**"), if any, and each electrical receptacle outlet (each, an "**EV Receptacle**"), if any, which is appurtenant to each particular Stall. Upon any partial assignment of this

Lease by Tenant, or by any subsequent assignee, with respect to a particular Stall to an assignee as contemplated herein from time to time, such assignee will be entitled to the exclusive use of the EV Charger, if any, and EV Receptacle, if any, which is appurtenant to such Stall.

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

6.02 Accessible Parking.

If any of the Stalls are Accessible Stalls, then Tenant may (but is not required to) partially assign this Lease and its rights under this Lease in respect of any or all of the Accessible Stalls to the Strata Corporation, and, thereafter, the Strata Corporation will be responsible for facilitating the distribution and use of any such Accessible Stalls by owners and occupants of the Strata Lots.

**ARTICLE 7. ASSIGNMENT TO BENEFICIAL OWNER**

7.01 Assignment to Beneficial Owner.

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

**ARTICLE 8. MISCELLANEOUS**

8.01 Amendment.

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

8.02 Definitions.

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

8.03 Enurement.

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

8.04 Registration.

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

8.05 Severability.

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

8.06 Counterparts.

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

8.07 Delivery by Electronic Transmission.

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

*[Signature page to follow.]*

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

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

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

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

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

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

See Attached.

**SKETCH PLAN OF PARKING STRUCTURE OVER PART OF A BUILDING SITUATED ON LOT B, BLOCK 5 NORTH, RANGE 2 WEST, N.W.D., PLAN EPP79101**

"UNIVERSITY DISTRICT SOUTH"

10448/10468 UNIVERSITY DRIVE  
SURREY, B.C.

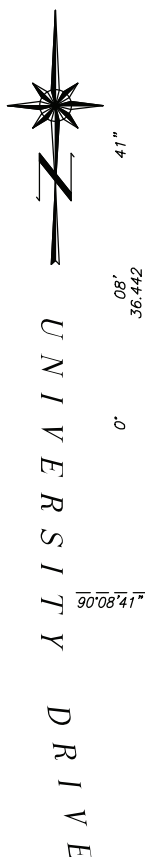
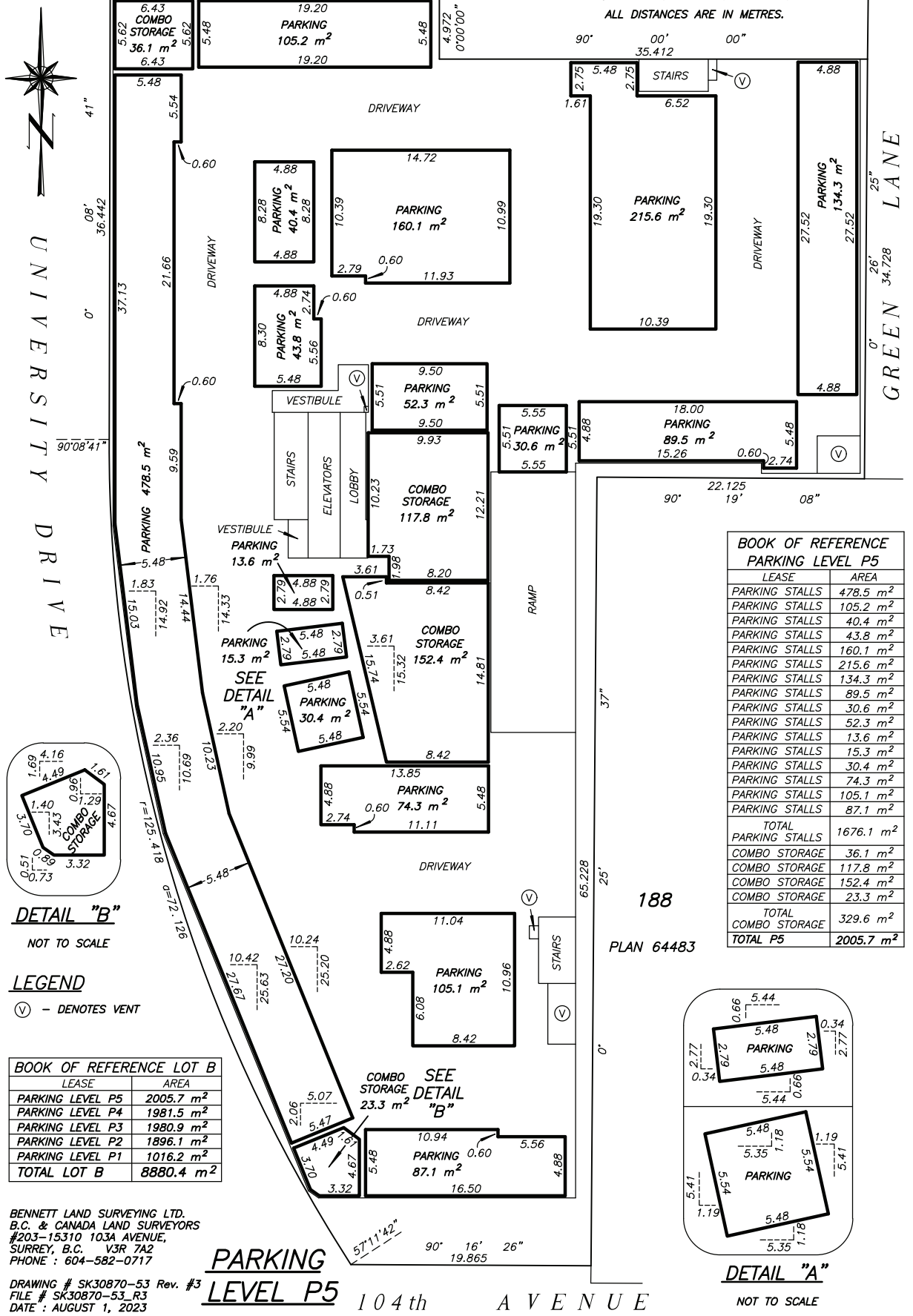
A

PLAN EPP79101

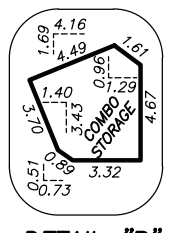
SCALE 1:300



ALL DISTANCES ARE IN METRES.



BOOK OF REFERENCE PARKING LEVEL P5	
LEASE	AREA
PARKING STALLS	478.5 m <sup>2</sup>
PARKING STALLS	105.2 m <sup>2</sup>
PARKING STALLS	40.4 m <sup>2</sup>
PARKING STALLS	43.8 m <sup>2</sup>
PARKING STALLS	160.1 m <sup>2</sup>
PARKING STALLS	215.6 m <sup>2</sup>
PARKING STALLS	134.3 m <sup>2</sup>
PARKING STALLS	89.5 m <sup>2</sup>
PARKING STALLS	30.6 m <sup>2</sup>
PARKING STALLS	52.3 m <sup>2</sup>
PARKING STALLS	13.6 m <sup>2</sup>
PARKING STALLS	15.3 m <sup>2</sup>
PARKING STALLS	30.4 m <sup>2</sup>
PARKING STALLS	74.3 m <sup>2</sup>
PARKING STALLS	105.1 m <sup>2</sup>
PARKING STALLS	87.1 m <sup>2</sup>
<b>TOTAL PARKING STALLS</b>	<b>1676.1 m<sup>2</sup></b>
COMBO STORAGE	36.1 m <sup>2</sup>
COMBO STORAGE	117.8 m <sup>2</sup>
COMBO STORAGE	152.4 m <sup>2</sup>
COMBO STORAGE	23.3 m <sup>2</sup>
<b>TOTAL COMBO STORAGE</b>	<b>329.6 m<sup>2</sup></b>
<b>TOTAL P5</b>	<b>2005.7 m<sup>2</sup></b>



**DETAIL "B"**  
NOT TO SCALE

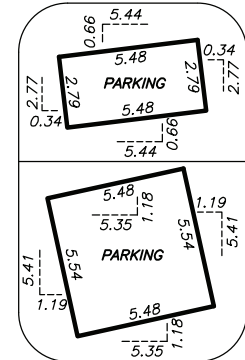
**LEGEND**  
⊙ - DENOTES VENT

BOOK OF REFERENCE LOT B	
LEASE	AREA
PARKING LEVEL P5	2005.7 m <sup>2</sup>
PARKING LEVEL P4	1981.5 m <sup>2</sup>
PARKING LEVEL P3	1980.9 m <sup>2</sup>
PARKING LEVEL P2	1896.1 m <sup>2</sup>
PARKING LEVEL P1	1016.2 m <sup>2</sup>
<b>TOTAL LOT B</b>	<b>8880.4 m<sup>2</sup></b>

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # SK30870-53 Rev. #3  
FILE # SK30870-53\_R3  
DATE : AUGUST 1, 2023

**PARKING LEVEL P5** 104th AVENUE



**DETAIL "A"**  
NOT TO SCALE

**SKETCH PLAN OF PARKING STRUCTURE OVER PART OF A BUILDING SITUATED ON LOT B, BLOCK 5 NORTH, RANGE 2 WEST, N.W.D., PLAN EPP79101**

"UNIVERSITY DISTRICT SOUTH"

10448/10468 UNIVERSITY DRIVE  
SURREY, B.C.

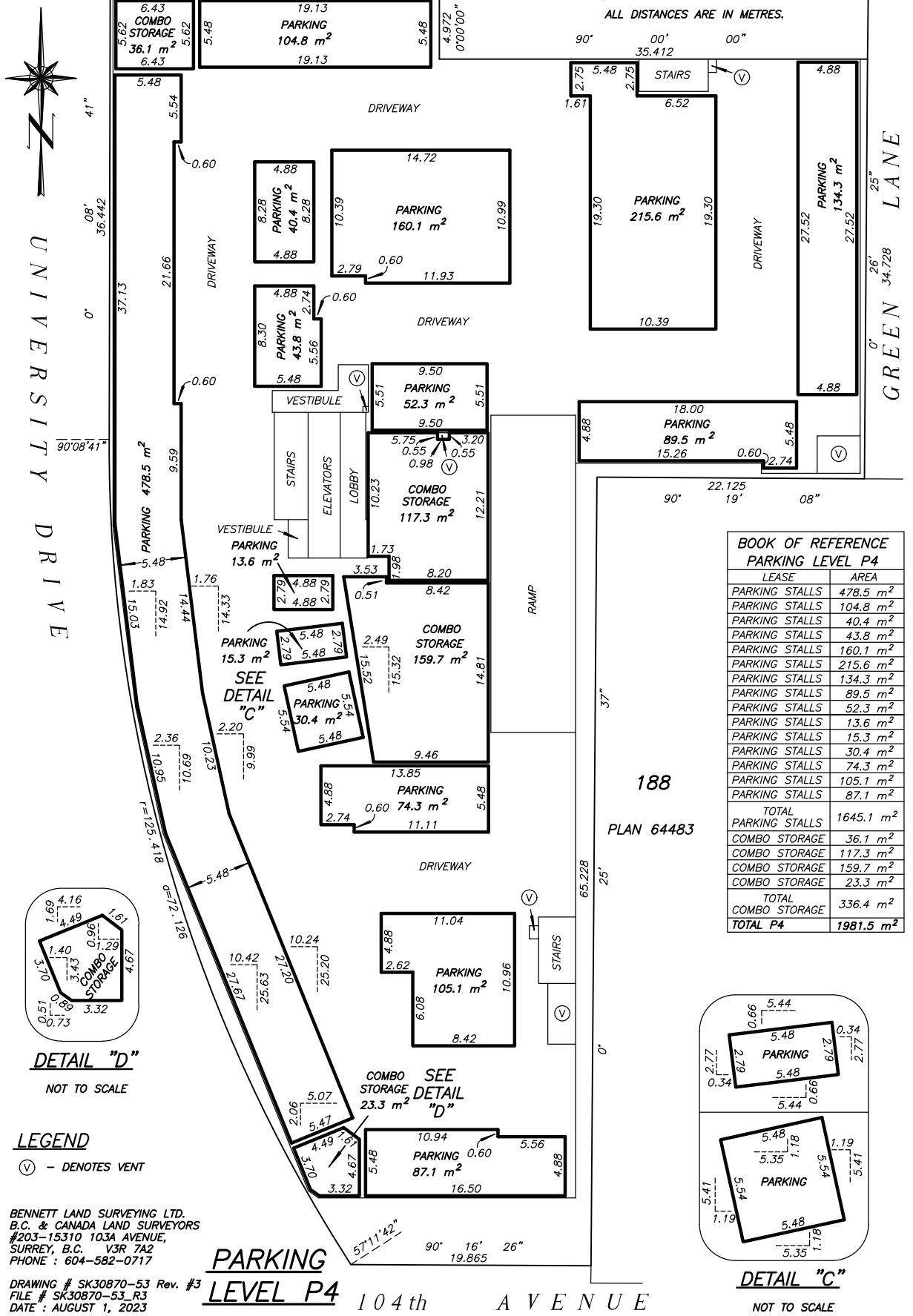
A

PLAN EPP79101

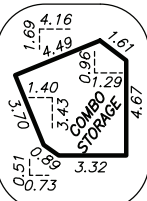
SCALE 1:300



ALL DISTANCES ARE IN METRES.



BOOK OF REFERENCE PARKING LEVEL P4	
LEASE	AREA
PARKING STALLS	478.5 m <sup>2</sup>
PARKING STALLS	104.8 m <sup>2</sup>
PARKING STALLS	40.4 m <sup>2</sup>
PARKING STALLS	43.8 m <sup>2</sup>
PARKING STALLS	160.1 m <sup>2</sup>
PARKING STALLS	215.6 m <sup>2</sup>
PARKING STALLS	134.3 m <sup>2</sup>
PARKING STALLS	89.5 m <sup>2</sup>
PARKING STALLS	52.3 m <sup>2</sup>
PARKING STALLS	13.6 m <sup>2</sup>
PARKING STALLS	15.3 m <sup>2</sup>
PARKING STALLS	30.4 m <sup>2</sup>
PARKING STALLS	74.3 m <sup>2</sup>
PARKING STALLS	105.1 m <sup>2</sup>
PARKING STALLS	87.1 m <sup>2</sup>
<b>TOTAL PARKING STALLS</b>	<b>1645.1 m<sup>2</sup></b>
COMBO STORAGE	36.1 m <sup>2</sup>
COMBO STORAGE	117.3 m <sup>2</sup>
COMBO STORAGE	159.7 m <sup>2</sup>
COMBO STORAGE	23.3 m <sup>2</sup>
<b>TOTAL COMBO STORAGE</b>	<b>336.4 m<sup>2</sup></b>
<b>TOTAL P4</b>	<b>1981.5 m<sup>2</sup></b>



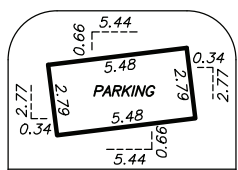
DETAIL "D"  
NOT TO SCALE

**LEGEND**  
⊕ - DENOTES VENT

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # SK30870-53 Rev. #3  
FILE # SK30870-53\_R3  
DATE : AUGUST 1, 2023

**PARKING LEVEL P4** 104th AVENUE



DETAIL "C"  
NOT TO SCALE

**SKETCH PLAN OF PARKING STRUCTURE OVER PART OF A BUILDING SITUATED ON LOT B, BLOCK 5 NORTH, RANGE 2 WEST, N.W.D., PLAN EPP79101**

"UNIVERSITY DISTRICT SOUTH"

10448/10468 UNIVERSITY DRIVE  
SURREY, B.C.

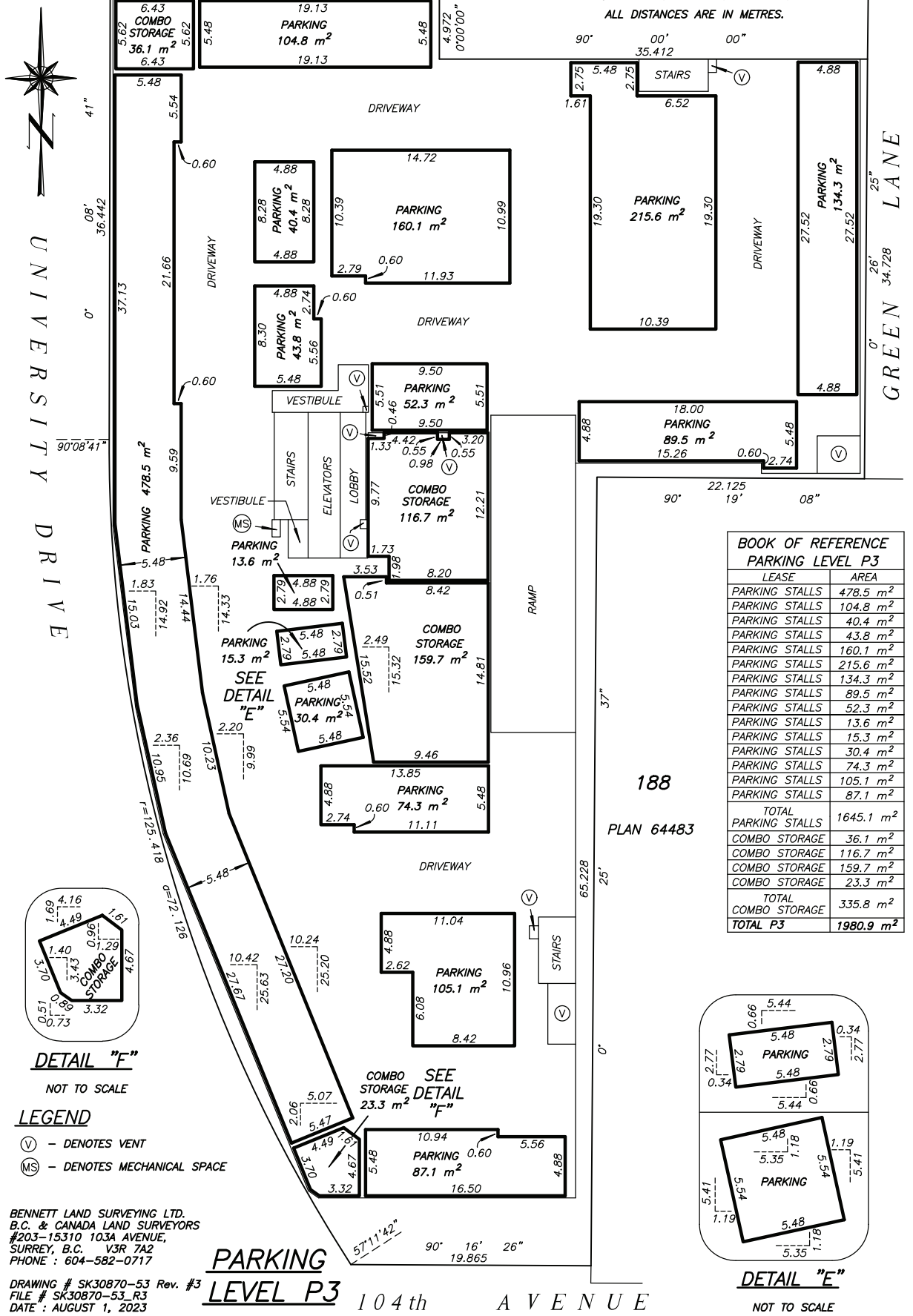
A

PLAN EPP79101

SCALE 1:300

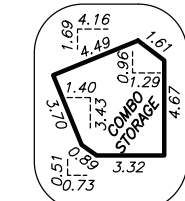


ALL DISTANCES ARE IN METRES.



UNIVERSITY DRIVE

GREEN LANE



DETAIL "F"

NOT TO SCALE

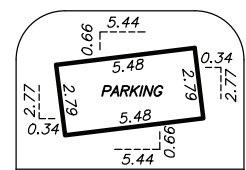
**LEGEND**

- (V) - DENOTES VENT
- (MS) - DENOTES MECHANICAL SPACE

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # SK30870-53 Rev. #3  
FILE # SK30870-53\_R3  
DATE : AUGUST 1, 2023

BOOK OF REFERENCE PARKING LEVEL P3	
LEASE	AREA
PARKING STALLS	478.5 m <sup>2</sup>
PARKING STALLS	104.8 m <sup>2</sup>
PARKING STALLS	40.4 m <sup>2</sup>
PARKING STALLS	43.8 m <sup>2</sup>
PARKING STALLS	160.1 m <sup>2</sup>
PARKING STALLS	215.6 m <sup>2</sup>
PARKING STALLS	134.3 m <sup>2</sup>
PARKING STALLS	89.5 m <sup>2</sup>
PARKING STALLS	52.3 m <sup>2</sup>
PARKING STALLS	13.6 m <sup>2</sup>
PARKING STALLS	15.3 m <sup>2</sup>
PARKING STALLS	30.4 m <sup>2</sup>
PARKING STALLS	74.3 m <sup>2</sup>
PARKING STALLS	105.1 m <sup>2</sup>
PARKING STALLS	87.1 m <sup>2</sup>
<b>TOTAL PARKING STALLS</b>	<b>1645.1 m<sup>2</sup></b>
COMBO STORAGE	36.1 m <sup>2</sup>
COMBO STORAGE	116.7 m <sup>2</sup>
COMBO STORAGE	159.7 m <sup>2</sup>
COMBO STORAGE	23.3 m <sup>2</sup>
<b>TOTAL COMBO STORAGE</b>	<b>335.8 m<sup>2</sup></b>
<b>TOTAL P3</b>	<b>1980.9 m<sup>2</sup></b>



DETAIL "E"

NOT TO SCALE

**PARKING LEVEL P3**

104th AVENUE



**SKETCH PLAN OF PARKING STRUCTURE OVER PART OF A BUILDING SITUATED ON LOT B, BLOCK 5 NORTH, RANGE 2 WEST, N.W.D., PLAN EPP79101**

"UNIVERSITY DISTRICT SOUTH"

10448/10468 UNIVERSITY DRIVE  
SURREY, B.C.

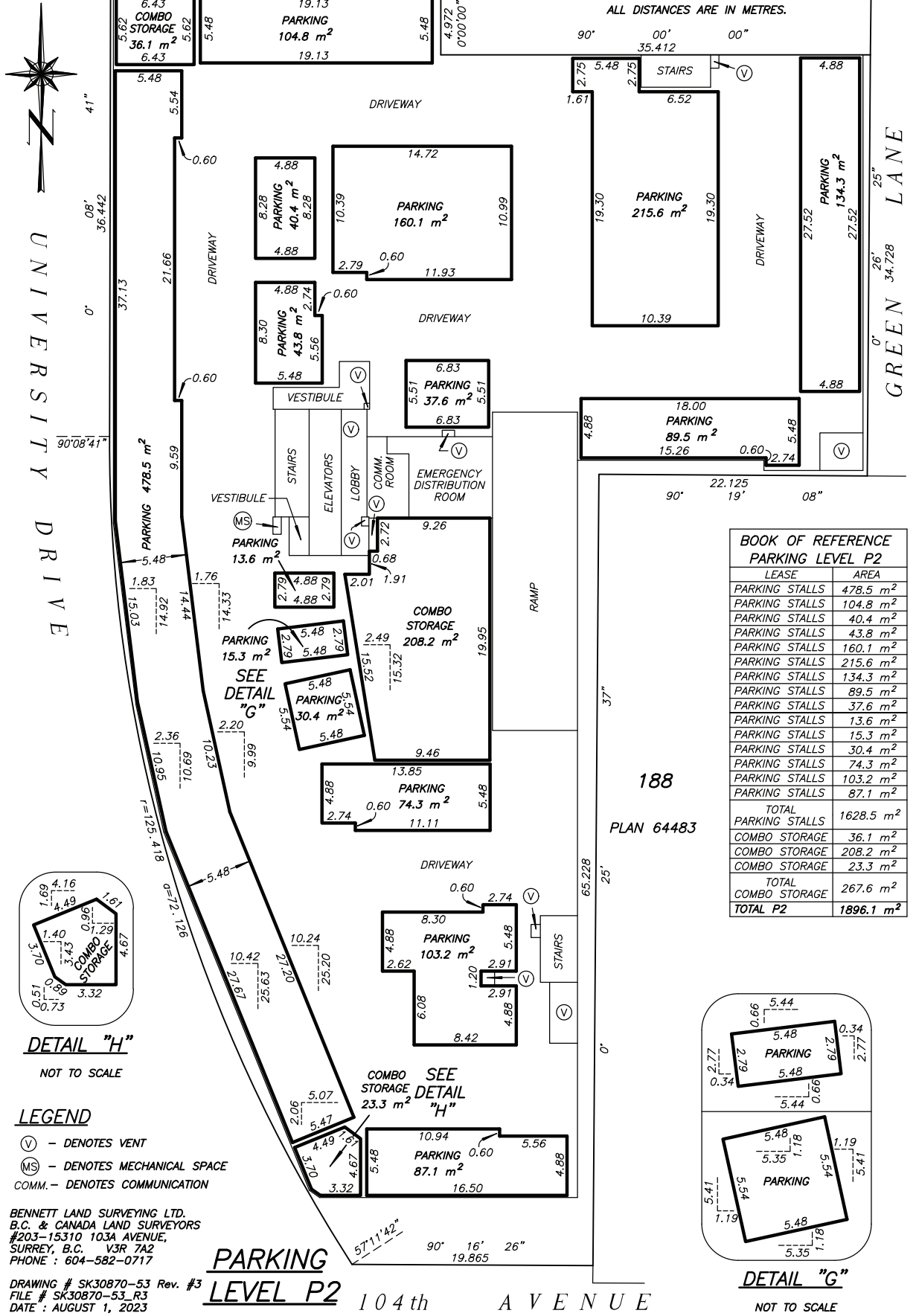
A

PLAN EPP79101

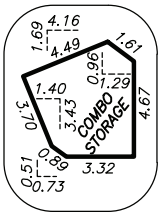
SCALE 1:300



ALL DISTANCES ARE IN METRES.



BOOK OF REFERENCE PARKING LEVEL P2	
LEASE	AREA
PARKING STALLS	478.5 m <sup>2</sup>
PARKING STALLS	104.8 m <sup>2</sup>
PARKING STALLS	40.4 m <sup>2</sup>
PARKING STALLS	43.8 m <sup>2</sup>
PARKING STALLS	160.1 m <sup>2</sup>
PARKING STALLS	215.6 m <sup>2</sup>
PARKING STALLS	134.3 m <sup>2</sup>
PARKING STALLS	89.5 m <sup>2</sup>
PARKING STALLS	37.6 m <sup>2</sup>
PARKING STALLS	13.6 m <sup>2</sup>
PARKING STALLS	15.3 m <sup>2</sup>
PARKING STALLS	30.4 m <sup>2</sup>
PARKING STALLS	74.3 m <sup>2</sup>
PARKING STALLS	103.2 m <sup>2</sup>
PARKING STALLS	87.1 m <sup>2</sup>
<b>TOTAL PARKING STALLS</b>	<b>1628.5 m<sup>2</sup></b>
COMBO STORAGE	36.1 m <sup>2</sup>
COMBO STORAGE	208.2 m <sup>2</sup>
COMBO STORAGE	23.3 m <sup>2</sup>
<b>TOTAL COMBO STORAGE</b>	<b>267.6 m<sup>2</sup></b>
<b>TOTAL P2</b>	<b>1896.1 m<sup>2</sup></b>



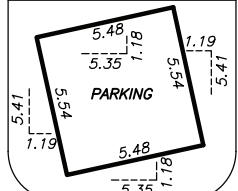
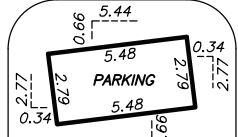
**DETAIL "H"**  
NOT TO SCALE

- LEGEND**
- ⊙ - DENOTES VENT
  - ⊙(MS) - DENOTES MECHANICAL SPACE
  - COMM. - DENOTES COMMUNICATION

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # SK30870-53 Rev. #3  
FILE # SK30870-53\_R3  
DATE : AUGUST 1, 2023

**PARKING LEVEL P2** 104th AVENUE



**DETAIL "G"**  
NOT TO SCALE

**SKETCH PLAN OF PARKING STRUCTURE OVER PART OF A BUILDING SITUATED ON LOT B, BLOCK 5 NORTH, RANGE 2 WEST, N.W.D., PLAN EPP79101**

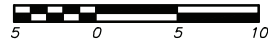
"UNIVERSITY DISTRICT SOUTH"

10448/10468 UNIVERSITY DRIVE  
SURREY, B.C.

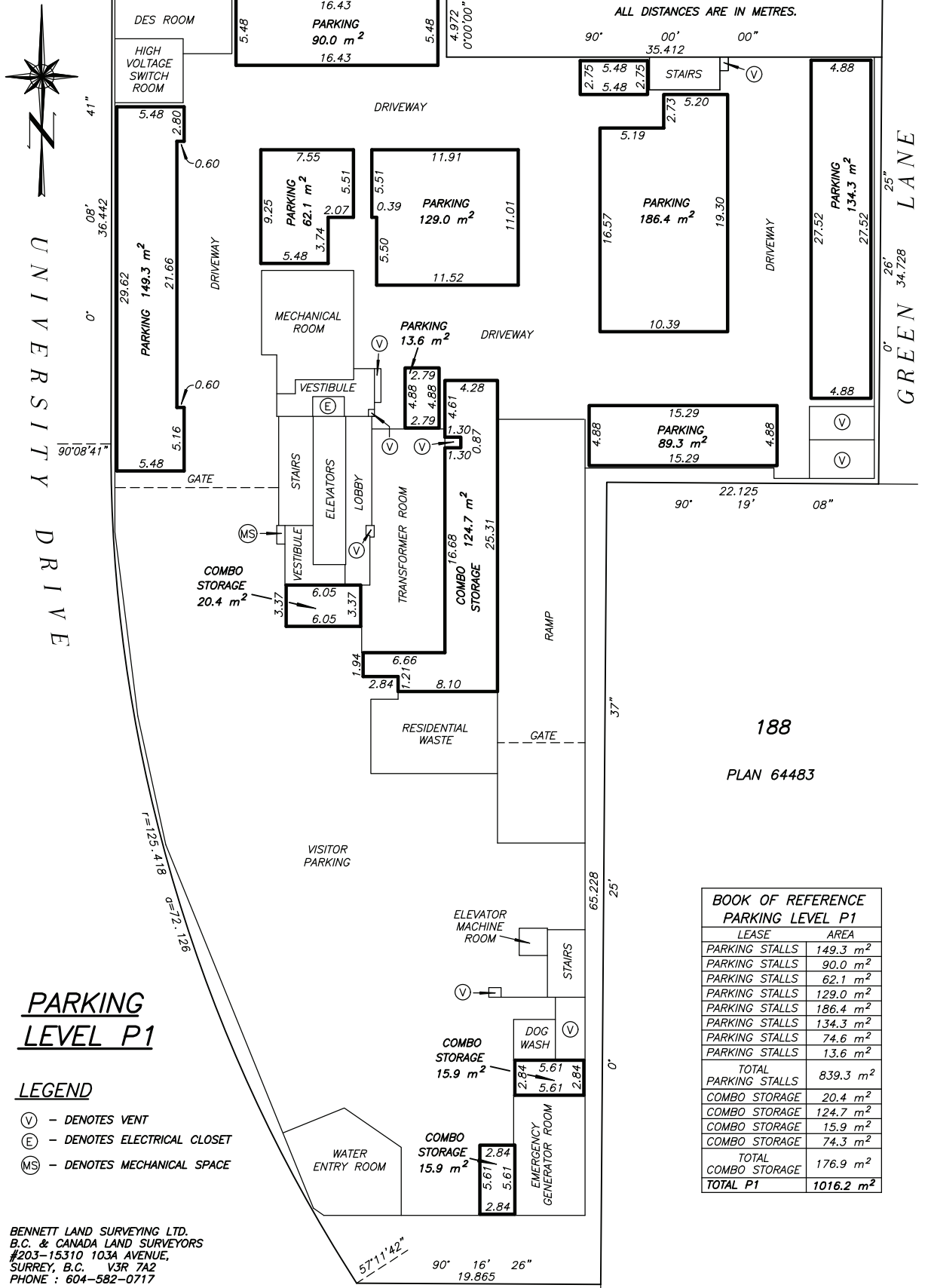
A

PLAN EPP79101

SCALE 1:300



ALL DISTANCES ARE IN METRES.



**PARKING LEVEL P1**

- LEGEND**
- (V) - DENOTES VENT
  - (E) - DENOTES ELECTRICAL CLOSET
  - (MS) - DENOTES MECHANICAL SPACE

BOOK OF REFERENCE PARKING LEVEL P1	
LEASE	AREA
PARKING STALLS	149.3 m <sup>2</sup>
PARKING STALLS	90.0 m <sup>2</sup>
PARKING STALLS	62.1 m <sup>2</sup>
PARKING STALLS	129.0 m <sup>2</sup>
PARKING STALLS	186.4 m <sup>2</sup>
PARKING STALLS	134.3 m <sup>2</sup>
PARKING STALLS	74.6 m <sup>2</sup>
PARKING STALLS	13.6 m <sup>2</sup>
<b>TOTAL</b>	<b>839.3 m<sup>2</sup></b>
COMBO STORAGE	20.4 m <sup>2</sup>
COMBO STORAGE	124.7 m <sup>2</sup>
COMBO STORAGE	15.9 m <sup>2</sup>
COMBO STORAGE	74.3 m <sup>2</sup>
<b>TOTAL</b>	<b>176.9 m<sup>2</sup></b>
<b>TOTAL P1</b>	<b>1016.2 m<sup>2</sup></b>

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # SK30870-53 Rev. #3  
FILE # SK30870-53\_R3  
DATE : AUGUST 1, 2023

104th AVENUE

188  
PLAN 64483

SCHEDULE B

**UNIVERSITY DISTRICT SOUTH**

**PARKING STALL AND/OR BICYCLE/STORAGE LOCKER ASSIGNMENT**

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

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

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

As shown on the plan attached to the Parking and Bicycle/Storage Lease (Master Parking/Storage Agreement) dated ♦, 20♦ between BlueSky Properties (UD South) Inc. (the "Owner"), as landlord, and BlueSky Properties (UD Parking) Inc., as tenant, as assigned by the Owner to The Owners, Strata Plan EPS7719, as landlord, on \_\_\_\_\_, 20\_\_\_\_ and as amended and partially assigned from time to time (collectively, the "Lease")

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

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

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

1. Assignment.

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

2. Compliance.

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

3. Sale or Disposition.

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

4. Acknowledgement.

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

5. Enurement.

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

6. Execution and Delivery.

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

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

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

**EXHIBIT "I"**

**FINAL FORM OF PARTIAL ASSIGNMENT OF MASTER PARKING/STORAGE AGREEMENT**

[See Attached]

# UNIVERSITY DISTRICT SOUTH

## PARKING STALL AND/OR BICYCLE/STORAGE LOCKER ASSIGNMENT

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

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

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

As shown on the plan attached to the Parking and Bicycle/Storage Lease (Master Parking/Storage Agreement) dated ♦, 20♦ between BlueSky Properties (UD South) Inc. (the "Owner"), as landlord, and BlueSky Properties (UD Parking) Inc., as tenant, as assigned by the Owner to The Owners, Strata Plan EPS7719, as landlord, on \_\_\_\_\_, 20\_\_\_\_ and as amended and partially assigned from time to time (collectively, the "Lease")

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

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

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

1. Assignment.

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

2. Compliance.

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

3. Sale or Disposition.

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

4. Acknowledgement.

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

5. Enurement.

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

6. Execution and Delivery.

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

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

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

**EXHIBIT "L"**

**FINAL FORM OF AGREEMENT OF PURCHASE AND SALE**

[See Attached]



SUITE / TOWNHOME # \_\_\_\_\_ SL # \_\_\_\_\_

SALESPERSON \_\_\_\_\_



UNIVERSITY DISTRICT

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

University District South Agreement of Purchase and Sale PART 1

VENDOR:

BlueSky Properties (UD Lands) Inc.; and BlueSky Properties (UD South) Inc. 1201 – 838 West Hastings Street, Vancouver, British Columbia V6C 0A6

PURCHASER(S):

(Circle one) Mr. Miss Ms. Mrs.

(Circle one) Mr. Miss Ms. Mrs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fax: \_\_\_\_\_ SIN: \_\_\_\_\_

Fax: \_\_\_\_\_ SIN: \_\_\_\_\_

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 Purchaser is a corporation, then a copy of a corporate record which sets out the power to bind the corporation must be provided to the Vendor within seven (7) days of the Vendor and Purchaser executing this Agreement of Purchase and Sale.

Unless otherwise defined herein, all terms used in this Agreement of Purchase and Sale will have the meaning ascribed to such terms in the Disclosure Statement (hereinafter defined).

I/WE THE ABOVE PURCHASER(S) HEREBY OFFER to purchase: (check one)

Suite # \_\_\_\_\_, 10448 University Drive, Surrey, British Columbia,

Townhome # \_\_\_\_\_, 10448 University Drive, Surrey, British Columbia,

Townhome # \_\_\_\_\_, 10468 University Drive, Surrey, British Columbia,

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being Strata Lot \_\_\_\_\_ Section 22 Block 5 North Range 2 West New Westminster District Strata Plan EPS7719 together with an interest in the common property in proportion to the unit entitlement of the strata lots as shown on Form V (the "Strata Lot") at the price and on the terms and conditions contained herein.

**1.01 PURCHASE PRICE AND DEPOSITS**

The purchase price excluding GST (the "Purchase Price") for the Strata Lot payable in lawful money of Canada is as follows: \$ \_\_\_\_\_

- a) a deposit of **10% of the Purchase Price** (the "Deposit"), by way of certified cheque, upon presentation of this Offer to the Vendor; \$ \_\_\_\_\_
- b) the balance of the Purchase Price, subject to adjustments described herein (the "Balance") shall be paid on the Completion Date (as hereinafter defined). \$ \_\_\_\_\_

**1.02 The Purchase Price includes the following equipment, appliances and furnishings:**

- (a) Refrigerator
- (b) Oven
- (c) Cooktop
- (d) Hood Fan
- (e) Dishwasher
- (f) Microwave
- (g) Washer and Dryer (which may be a stacked unit)
- (h) Window Coverings

**1.03 Completion Date:** \_\_\_\_\_ (the "Completion Date").

**1.04 Possession and Adjustment Dates:** See Paragraph 4 of Part 2 attached hereto.

The Purchaser hereby acknowledges to the Vendor that he/she/they:

- has/have an agency relationship with \_\_\_\_\_ as agent / brokerage (the "Selling Agent"), and \_\_\_\_\_ as his/her/their salesperson and is relying on its Selling Agent for advice in connection with this Agreement of Purchase and Sale and the purchase of the Strata Lot.
- has/have no agency relationship with any agent/brokerage/salesperson and is self-represented in this Agreement.

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

The Purchaser 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 Purchaser has indicated above that the Purchaser is self-represented, "Not a Client? Know the Risks", which have been explained to the Purchaser by the on-site sales representative in its entirety with respect to agency and the risks associated with being a self-represented party.

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

This Offer to Purchase and Agreement of Purchase and Sale will be open for acceptance by the Vendor up to and including \_\_\_\_\_, 20\_\_ and is irrevocable prior to that time and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions herein.

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

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Purchaser*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Purchaser*

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

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

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

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

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

**VENDOR'S ACKNOWLEDGEMENT OF RECEIPT OF DEPOSIT**

**RECEIPT OF \$\_\_\_\_\_ IS HEREBY ACKNOWLEDGED BY THE VENDOR AS DEPOSIT MONIES PAID BY THE PURCHASER.**

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

The Purchaser hereby acknowledges having received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and having had an opportunity to read a copy of the Disclosure Statement dated January 14, 2019 (the "**Initial Disclosure Statement**"), and all amendments to disclosure statement filed up to the date hereof, in respect of the Initial Disclosure Statement, including the First Amendment to Disclosure Statement dated June 19, 2019, the Second Amendment to Disclosure Statement dated October 7, 2019, the Third Amendment to Disclosure Statement dated September 25, 2020, the Fourth Amendment to Disclosure Statement dated August 18, 2022 and the Final Amendment to Disclosure Statement dated August 15, 2023 (the "**Amendments**") (the Initial Disclosure Statement, together with and as amended by the Amendments, are collectively referred to herein as the "**Disclosure Statement**"). The Purchaser acknowledges to the Vendor that this Agreement shall constitute a receipt by the Purchaser of the Disclosure Statement.

The Purchaser hereby confirms that he/she/they has/have read this Agreement of Purchase and Sale including the attached Part 2 and further confirms 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 SHALL BE BINDING UPON THE VENDOR.

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Purchaser*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Purchaser*

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**Agreement of Purchase and Sale  
PART 2**

1. AGREEMENT

1.1 If this Offer is accepted by the Vendor, the Purchaser agrees to purchase from the Vendor by way of conveyance of the strata lot (the “**Strata Lot**”) described in paragraph 2.1 at the price and upon the terms set forth below 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; and
- (c) claims of builders’ liens where the Vendor’s conveyancer (as identified in paragraph 14 of this Agreement of Purchase and Sale, the “**Vendor’s Conveyancer**”) has undertaken to remove same pursuant to paragraph 6.1 hereof,

(collectively, the “**Permitted Encumbrances**”).

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot is part of the building in the “**University District South**” development (the “**Development**”). The Purchaser acknowledges that the Strata Lot includes the items listed in paragraph 1.02 of Part 1. Fixtures, fittings and appliances will be those as viewed by the Purchaser on or before the date the Purchaser executed this Agreement. Display suite furnishings, decoration features and fixtures demonstrated in the model suite(s) are not included and specifically, without limitation, not included are hanging dining and living room light fixtures, built-in wall shelving, decorator wall coverings or wall treatments and draperies.

3. PURCHASE PRICE, DEPOSIT AND PAYMENT

3.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

- (a) subject to the provisions of paragraph 12.0 hereof, the deposit monies in the amounts set out in paragraph 1.0 of Part 1 shall be paid by the Purchaser to the Vendor’s appointed agent for holding deposits as identified in paragraph 14 hereof (the “**Stakeholder**”) as directed by the Vendor. If the estimated interest to be earned will exceed the Stakeholder’s administration costs, the Stakeholder will invest the deposit monies in an interest-bearing trust account with a Canadian chartered bank trust company or credit union with interest to accrue and be paid to the Vendor, except as otherwise expressly provided herein;
- (b) *intentionally deleted*; and
- (c) the balance of the Purchase Price (the “**Balance**”) plus or minus adjustments pursuant to paragraph 4.3 hereof shall be paid by the Purchaser to the Vendor’s Conveyancer on the Completion Date by way of certified trust cheque or bank draft in accordance with the provisions of paragraph 6.1 hereof.

3.2 Subject to paragraph 3.3 and paragraph 12.0 hereof, the Deposit shall be dealt with as follows:

- (a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit shall form part of and be applied to the Purchase Price and be paid by the Stakeholder to the Vendor. Any interest earned thereon (less the Stakeholder’s reasonable administration fee) shall be paid to the Vendor;
- (b) if the Purchaser fails to complete the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit together with interest accrued thereon (less the Stakeholder’s reasonable administration fee) shall be paid by the Stakeholder to the Vendor forthwith; or
- (c) if the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Stakeholder’s reasonable administrative fee) shall be paid by the Stakeholder to the Purchaser and the Purchaser shall have no further claim against the Vendor.

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- 3.3 Notwithstanding the provisions of paragraph 3.2 hereof, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Stakeholder may remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required where the Purchaser is entitled to payment of the interest earned.
- 3.4 The Vendor and the Purchaser hereby irrevocably authorize the Stakeholder:
- (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 Stakeholder with respect to the Deposit.
- 3.5 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") shall be paid on the Completion Date to the Vendor's Conveyancer in trust. The Lien Holdback shall be held in trust pursuant to the *Strata Property Act* (British Columbia) and *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 Vendor. The Vendor's Conveyancer is authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the 55th day after the Strata Lot is conveyed to the Purchaser the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the solicitor or notary public for the Purchaser (the "**Purchaser's Solicitors**") notifies the Vendor's Conveyancer in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the lien holdback funds into Court if desired by the Vendor.
- 3.6 Goods and Services Tax ("**GST**") and GST New Housing Rebate. The parties agree that GST is applicable on the sale of the Strata Lot to the Purchaser. The parties further agree that the amount of the Purchase Price does not include the GST levied under the *Excise Tax Act* (Canada) or any other applicable value added tax ("**Other Applicable Taxes**") and that GST and Other Applicable Taxes are payable by the Purchaser to the Vendor in addition to the Purchase Price. Subject to paragraph 3.6 (c) below, the Vendor agrees to credit to the Purchaser the full amount of the GST new housing rebate (the "**Rebate**") provided that;
- (a) the Purchaser qualifies for the Rebate;
  - (b) the Purchaser provides to the Vendor, at or prior to the time of closing with:
    - (i) an executed copy of the approved government rebate form (the "**GST New Housing Rebate Form**") from time to time prescribed for purposes of the Rebate;
    - (ii) a sworn statutory declaration stating that:
      - (A) at the time the Purchaser becomes liable under the Purchase Agreement, the Purchaser is acquiring the Strata Lot for use as the primary place of residence of, and
      - (B) after completion of the transaction, the first person to occupy the Strata Lot as a place of residence under an arrangement for that purpose will be the Purchaser or a "relation" (as that term is defined for purposes of section 254 of the *Excise Tax Act* (Canada) of the Purchaser;
      - (C) together with such other statements required by the Federal and Provincial governments in order to qualify the Purchaser for the Rebate;
    - (iii) an assignment of the Rebate to the Vendor, in form satisfactory to the Vendor; and
    - (iv) any other documents reasonably required by the Vendor in connection with crediting of the Rebate.
  - (c) Reduction and Disallowance of Rebate Claim. The Vendor reserves the right to refuse to credit all or any portion of the Rebate claimed by the Purchaser if the Vendor has reason to believe that the Purchaser is not entitled to the Rebate or that the Rebate amount claimed by the Purchaser exceeds the Rebate to which the Purchaser is entitled. By delivering an executed copy of the GST New Housing Rebate Form to the Vendor, the Purchaser warrants to the Vendor that the Purchaser is eligible for the Rebate claimed in such form in respect of the transaction contemplated by the Purchase Agreement. In the event that the Vendor credits a Rebate to the Purchaser and Canada Revenue Agency, disallows all or any part of the Rebate claim, the Purchaser will immediately, upon receiving a written demand from the Vendor, reimburse such disallowed amount to the Vendor together with any interest, penalty or other amount payable by the Vendor as a result of such disallowance, plus interest thereon at the rate provided in paragraph 10.1(b) of the Purchase Agreement from the date of demand up to the date of payment.

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In the event the Purchaser has signed an addendum entitled "Addendum/Amendment Agreement-GST", such addendum will supersede and replace this paragraph 3.6.

4. COMPLETION, POSSESSION AND ADJUSTMENT DATES

4.1 Completion Date

The Purchaser will pay the Balance for the Strata Lot subject to customary adjustments on the Completion Date set out in paragraph 1.03 of Part 1 of the purchase and sale of the Strata Lot by way of certified solicitor's trust cheque or bank draft payable to the Vendor's Conveyancer in trust as provided in paragraph 6.

4.2 *Intentionally Deleted.*

4.3 Adjustments

The Purchaser will assume 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 adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot shall be made, as of the Completion Date. If the amount of any such taxes, rates or assessments has been levied in respect of a parcel greater than the Strata Lot, the portion thereof that shall be allocated to the Strata Lot shall be determined by the Vendor by prorating the total amount among all of the Strata Lots in the Development on the basis of the applicable unit entitlement.

4.4 Possession

Provided the Vendor's Conveyancer has received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser shall have possession of the Strata Lot on the day immediately following the Completion Date.

5.0 CONSTRUCTION

5.1 The Vendor affirms the Strata Lot will be covered by a warranty program approved under the Homeowner Protection Act as set out in the Disclosure Statement and the Purchaser acknowledges and agrees that such construction warranty coverage is the sole warranty to be provided by the Vendor or any other entity in connection with the Development.

5.2 If required by the Purchaser, the Purchaser and a representative of the Vendor shall inspect the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies shall be prepared (the "Inspection List") and the parties may agree upon the dates by which corrections are to occur. While the corrections noted in the Inspection List are still outstanding, there will be no holdbacks of any portion of the Purchase Price and the Completion Date shall not be extended solely as a result of such deficiencies. The parties shall sign the Inspection List and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot, and agreed that there are no other defects or deficiencies, subject only to the listed corrections in the Inspection List.

5.3 The Purchaser acknowledges and agrees that the Purchaser will accept physical condition of the Strata Lot on an "as is where is" basis, subject only to any corrections expressly noted in the Inspection List (if an Inspection List is signed prior to the Completion Date). For certainty, if an Inspection List has not been signed prior to the Completion Date, the Purchaser will be deemed to have conclusively accepted the physical condition of the Strata Lot on the Completion Date.

5.4 The Purchaser acknowledges and agrees that the Purchaser will accept any parking stall(s) and any storage locker(s) assigned to the Purchaser by the Vendor on an "as is" basis and will have no claim against the Vendor in respect of any variation in the size, shape or convenience of location of such parking stall(s) and storage locker(s) or any partial obstruction of such parking stall(s) and storage locker(s).

6.0 CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

6.1 Conveyance

It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor a Freehold Transfer, in registrable form, and a Statement of Adjustments at least three (3) days prior to the Completion Date. The Purchaser will be responsible for obtaining a Form F Certificate of Full Payment as required under the *Strata Property Act*.

The Vendor and Purchaser agree that on the Completion Date, the Vendor will transfer or, if not registered in its name, cause the title holder to transfer title to the Strata Lot to the Purchaser 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 Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge in due course of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser agrees to accept such title and acknowledges and agrees that the Vendor will be using the purchase monies received

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from the Purchaser to obtain a partial discharge of any Vendor mortgage and security collateral thereto. The Purchaser's Solicitors will pay the balance of the adjusted Purchase Price on the Completion Date by way of certified trust cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitor in trust on their undertaking to pay and discharge the aforesaid charges from title to the Strata Lot and, in the case of a claim of builders lien, on his undertaking to cause same to be discharged within thirty (30) days after the Completion Date. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same 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 Purchaser has:

- (a) deposited in trust with the Purchaser's Solicitors the cash balance of the Purchase Price not being financed by the mortgage;
- (b) fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
- (c) made available to the Vendor's Solicitor an undertaking given by the Purchaser's Solicitors to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.

6.2 The Purchaser will pay all costs (including the Purchaser's Solicitors' fees and disbursements) in connection with the completion of the sale (including any federal and provincial sales, goods and service tax (GST), value-added, property transfer or other tax (other than income tax)) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and the equipment and appliances included within the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

6.3 The Strata Lot shall be at the risk of the Vendor until and including the date preceding the Completion Date and at the risk of the Purchaser from and including the Completion Date.

7.0 ASSIGNMENT BY PURCHASER

7.1 Assignment

- (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 Vendor and the Purchaser agree as follows:
  - (i) Without the Vendor's prior consent, any assignment of this Agreement is prohibited.
  - (ii) An assignment under REDMA 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 Vendor with the information and records required under REDMA.
- (b) Pursuant to section 20.3(1) of REDMA and section 10.2(2) of the REDMA Regulation, the Vendor hereby gives notice to the Purchaser of the following:
  - (i) Before the Vendor consents to an assignment of this Agreement, the Vendor will be required to collect information and records under REDMA from each proposed party to an assignment agreement, including personal information, respecting the following:
    - a. the party's identity;
    - b. the party's contact and business information;
    - c. the terms of the assignment agreement.
  - (ii) Information and records collected by the developer must be reported by the Vendor 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 REDMA, which includes disclosure to the Canada Revenue Agency.

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- (c) Without limiting anything set out in the provisions described in paragraphs 7.1(a) and 7.1(b), prior to the Vendor consenting to any assignment of the Agreement, the Purchaser will cause each proposed party to an assignment agreement to give to the Vendor 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**”).
- (d) If the Vendor consents to any assignment of the Agreement, the Purchaser will cause the parties to the assignment agreement to forthwith deliver to the Vendor a copy of the written and signed assignment agreement, and the Purchaser acknowledges and agrees that the Vendor 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.
- (e) The Purchaser acknowledges and agrees that the Vendor 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 purchaser, any assignee or proposed assignee of the Agreement and/or any assignment or proposed assignment of the Agreement, with the administrator designated under the Property *Transfer Tax Act* (British Columbia) and (ii) disclose the Prescribed Information and Records and such other information and records to such persons as may otherwise be required by law.
- (f) Forthwith upon the request of the Vendor, the Purchaser will provide, and will cause any assignee or proposed assignee of the Agreement to provide, such other information and records as the Vendor may require or desire in connection with any assignment or proposed assignment of the Agreement, including information regarding the Purchaser, the assignee or proposed assignee and/or the assignment or proposed assignment of the Agreement. The Purchaser 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 Vendor and/or the Purchaser with respect to assignments of purchase contracts, and the purchaser covenants and agrees to comply with all such obligations and requirements and to cooperate with the Vendor and promptly comply with all requests of the Vendor 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.
- (g) Notwithstanding paragraphs 7.1(a) through (f), the Purchaser may only assign the Purchaser’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 Vendor, which consent may be arbitrarily withheld by the Vendor in its sole, absolute and unfettered discretion, and unless the Vendor so consents the Vendor will not be required to convey the Strata Lot to anyone other than the Purchaser named herein.
- (h) If, following the Purchaser’s delivery to the Vendor of the Prescribed Information and Records required by the Vendor pursuant to REDMA and the REDMA Regulation, as set out in paragraphs 7.1(b) and (c) above, and thereafter with the consent of the Vendor, the Purchaser assigns the Purchaser’s interest in the Strata Lot or this Agreement or directs the transfer of the Strata Lot to any other or additional party, the Purchaser will pay to the Vendor (i) an assignment fee in the amount of three percent (3%) of the Purchase Price, plus GST and any other applicable taxes (the “**Assignment Fee**”); and (ii) all applicable filing, registration, legal and administration fees (collectively, the “**CSAIR Fees**”) to compensate the Vendor for legal, administrative and related costs in connection with registering such assignment in the Condo and Strata Assignment Integrity Register (“**CSAIR**”), except that such handling charge will be reduced to Five Hundred Dollars (\$500.00), plus GST and applicable CSAIR Fees, if the assignee is the Purchaser’s spouse, parent, child, grandparent or grandchild.
- (i) Any purchaser seeking the Vendor’s consent to an assignment must give the Vendor at least fourteen (14) days’ written notice of such request prior to submitting the written form of assignment agreement for the Vendor’s consideration and approval which approval may be arbitrarily withheld.
- (j) Without limiting the Vendor’s discretion to approve or condition any assignment, the Vendor’s consent to an assignment of the Purchaser’s interest in this Agreement of Purchase and Sale is subject to the Purchaser satisfying the following conditions:
  - (i) the Purchaser or the assignee has provided to the Vendor the applicable Assignment Fee and CSAIR Fees payable in accordance with paragraph 7.1(h) of this Part 2 in respect of such assignment;

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- (ii) the Purchaser has provided the Vendor with all Prescribed Information and Records in respect of the Purchaser, the proposed assignee and any other party in connection with the Purchaser's request for consent to the assignment which may be necessary in order for the Vendor to consider the request, as determined by the Vendor, including the information and records necessary or desirable to enable the Vendor to fully comply with all requirements of all applicable laws as amended from time to time, including the provisions of REDMA;
  - (iii) the Purchaser has delivered or caused to be delivered to the Vendor any additional documents the Vendor may require from the Purchaser, the proposed assignee and any other party in connection with the Purchaser's request for consent to the assignment; and
  - (iv) the Purchaser, the proposed assignee and any other applicable party have executed and delivered to the Vendor, an assignment and assumption agreement satisfactory to the Vendor in form and content.
- (k) Notwithstanding paragraphs 7.1(a) through (f), the Vendor will not consider any request for consent if:
- (i) made after that date which is sixty (60) days prior to the Completion Date;
  - (ii) the Vendor has previously consented to an assignment by the Purchaser; or
  - (iii) the Purchaser has not complied with the marketing restrictions set out in paragraph 8.1 hereof.
- (l) No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or this Agreement or direction of transfer to any other person shall have the effect of releasing the Purchaser from any of the Purchaser's obligations or liabilities hereunder.
- (m) Regardless of whether or not the Vendor consents in writing to an assignment of the Purchaser's interest in the Strata Lot or this Agreement, in accordance with this paragraph 7.1, the Purchaser will not, under any circumstances, assign the Purchaser's interest in this Agreement in a manner that qualifies as an "avoidance transaction" as such term is defined under Section 2.04 of the *Property Transfer Tax Act*.
- (n) The Purchaser hereby releases and shall indemnify the Vendor and the Vendor's directors, officers, agents, employees and representatives (collectively, the "**Released Parties**") against any 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 *Property Transfer Tax Act* or any regulation thereunder in connection with an assignment of the Purchaser'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.
- (o) For greater certainty, and notwithstanding anything else in the provision described in this paragraph 7.1, the notices, terms and conditions in this paragraph 7.1 do not: (i) constitute consent by the Vendor to any assignment of this Agreement; (ii) obligate the Vendor to consent to any assignment of this Agreement; or (iii) derogate from, diminish, limit, amend or affect the Vendor's right to withhold its consent to any assignment of this Agreement in the Vendor's sole discretion in accordance with this Agreement.

8.0 MARKETING

8.1 The Purchaser will not advertise or solicit offers from the public with respect to the resale of the Strata Lot by the Purchaser before the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld.

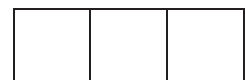
8.2 The Purchaser agrees that after completion of the conveyance contemplated by this Offer to Purchase and Agreement of Sale he/she shall allow the Vendor (whether by resolution of the Strata Corporation or otherwise) to:

- (a) maintain professional signage on the common property of the Strata Corporation for the purposes of offering the balance of the Vendor's Strata Lots for sale; and
- (b) show the common property of the Strata Corporation to prospective purchasers for the purposes of offering the balance of the Vendor's Strata Lots for sale,

and the Purchaser 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.

9.0 VENDOR'S CONDITIONS

*Intentionally deleted.*



10.0 MISCELLANEOUS

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

- (a) terminate this Agreement and in such event the Deposit together with all accrued interest thereon will be absolutely forfeited to the Vendor on account of damages (being the minimum amount of damages the parties agree the Vendor is expected to suffer as a result of such termination), without prejudice to the Vendor's other remedies, including a right to recover any additional damages; or
- (b) elect to extend the time for completion and complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 3% per annum above the annual rate of interest designated by the Vendor's principal bank as its "prime rate", as that rate changes from time to time, such interest to be calculated daily from the date upon which such payment and amounts were due to the date upon which such payment and amounts are paid.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subsection (b) the Vendor may thereafter elect to terminate this Agreement pursuant to subsection (a) or permit a further extension pursuant to subsection (b).

10.2 Condition Removal

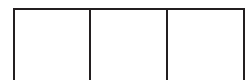
Notwithstanding anything herein contained to the contrary if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions then the conditions shall be set out in an Addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser require the Purchaser to either satisfy or waive the satisfaction of all conditions by delivering written notice within twenty-four (24) hours from the time the Vendor gives notice to the Purchaser. If such written waiver is not received within such time, then this Agreement shall terminate and the Deposit together with all accrued interest thereon (if any) less the Stakeholder's reasonable administration fee shall be promptly refunded to Purchaser.

10.3 Notices and Tender. Any notice to be given to the Purchaser, including any amendment to the Disclosure Statement, will be well and sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address or the Purchaser's Solicitors at their offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by telecopy or electronic mail ("e-mail") to the Purchaser's Solicitors at their office or to the Purchaser. The Purchaser does hereby expressly consent to the delivery by e-mail of any notices and documents, including any amendment to the Disclosure Statement. Such notice shall be deemed to have been received if so delivered or transmitted by telecopy or by e-mail, when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address and telecopy number or e-mail address (if any) for the Purchaser will be as set out above or such other address or telecopy number or e-mail address the Purchaser has last notified the Vendor in writing. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. Any notice to be given to the Vendor may be given to the Vendor or the Vendor's Conveyancer in the same manner, and shall 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 Vendor shall be tendered by way of certified funds or bank draft and shall be delivered at the Purchaser's expense to the Vendor or the Vendor's Conveyancer.

10.4 Governing Law. This Offer, the Agreement of Purchase and Sale resulting from the acceptance of this Offer 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 Offer and the validity, existence and enforceability hereof.

10.5 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties shall be deemed to have been given at the same time to each other such party.

10.6 Execution of Counterparts and Delivery of Telecopied Agreement. This Agreement may be executed by the parties in counterparts or transmitted by telecopy, 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.



10.6.1 Electronic Signatures: Pursuant to the *Electronic Transactions Act*, the parties agree that any offer, counter offer and/or acceptance in connection with the parties entering into this Offer to Purchase and Agreement of Purchase and Sale 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.

10.6.2 Personal Information. The Purchaser and the Vendor hereby consent to the collection, use and disclosure by the Vendor, the Vendor's agents, solicitors, affiliates and service providers of personal information about the Purchaser and the Vendor 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 management of the Development; (d) to market, sell, provide and inform the Purchaser of products and services of the Vendor 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 other applicable laws and (f) to disclose such personal information to the Vendors affiliates, assignees, business partners, bankers, lawyers, accountants and other advisors and consultant in furtherance of the foregoing purposes.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents, and the Vendor's Solicitors, promptly upon request, any additional personal or other information not referred to herein 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 Purchaser acknowledges that the foregoing consent applies to any such personal or other information.

10.7 Residency of Vendor. The Vendor represents and warrants to the Purchaser that it is a resident of Canada within the meaning of the *Income Tax Act* of Canada.

10.8 Urea Formaldehyde. To the best of the Vendor's knowledge, the Strata Lot is free of urea formaldehyde foam insulation.

10.9 Contractual Rights. This Offer and the agreement that results from its acceptance creates contractual rights only and not any interest in land and is not registrable in any land title office.

10.10 Further Assurances. The parties hereto shall do all further acts and things and execute all such further assurances as may be necessary to give full effect to the intent and meaning of this Agreement.

10.11 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.

11.0 ISSUANCE OF BUILDING PERMIT/FINANCING

*Intentionally deleted.*

12.0 DEPOSIT PROTECTION CONTRACT UNDER REAL ESTATE DEVELOPMENT MARKETING ACT

Under section 19 of the *Real Estate Development Marketing Act*, 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 the *Real Estate Development Marketing Act* may, by entering into a deposit protection contract in relation to that deposit, obtain the deposit from that trustee and use that deposit only for the developer's own purposes. Section 10 the Real Estate Development Marketing Regulation provides that if a developer enters into a deposit protection contract, the developer must provide notice of the deposit protection contract to a purchaser including the following information in the disclosure statement: (i) the name and business address of the insurer; (ii) the name of the developer who entered into the deposit protection contract; and the date on which the insurance takes effect.

In accordance with the foregoing, the Vendor hereby provides notice to the Purchaser(s) that on or about May 8, 2019, the Vendor entered into a second supplemental commitment letter with Aviva Insurance Company of Canada ("**Aviva**"), which amends the deposit protection contract dated December 5, 2018 entered into initially between Aviva and the neighbouring developer, BlueSky Properties (UD North) Inc. and BlueSky Properties (UD Lands) Inc., in respect of the neighbouring development "University District North", as described in the Disclosure Statement. The details of such amended deposit protection contract pursuant to Section 10 of the REDMA Regulation are as follows, as more particularly described in the Disclosure Statement:

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Name and Address of Insurer: Aviva Insurance Company of Canada  
Name of Developer who entered into Amended Deposit Protection Contract: BlueSky Properties (UD Lands) Inc.; BlueSky Properties (UD North) Inc.; and BlueSky Properties (ID South) Inc.  
Date on which insurance takes effect: On or after May 8, 2019  
Name of Trustee: Spagnuolo & Company LLP

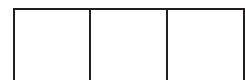
13.0 CORPORATE PURCHASER

If the Purchaser hereunder is a corporation, the Purchaser will cause one or more of its individual principals to enter into the Vendor's form of Indemnity Agreement concurrently with the Purchaser's execution of this Agreement of Purchase and Sale.

14.0 STAKEHOLDER AND VENDOR'S CONVEYANCER

14.1 For the purposes of this Agreement of Purchase and Sale, the "Stakeholder" and the "Vendor's Conveyancer" shall be:

Spagnuolo & Company LLP  
#300 – 906 Roderick Avenue  
Coquitlam, B.C. V3K 1R1  
Phone: 604-527-4242  
Fax: 604-527-8976



**EXHIBIT "M"**

**FINAL MANAGEMENT AGREEMENT**

[See Attached]

**AGENCY AGREEMENT**

THIS AGREEMENT dated for reference as of the 2nd day of August 2023.

BETWEEN:

**THE OWNERS, STRATA PLAN EPS 7719 – “UNIVERSITY DISTRICT SOUTH TOWER”,** a Strata Corporation constituted under the laws of British Columbia and having its address at 10448 University Drive Surrey BC, 10448 & 10468 University Drive, Surrey BC

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

OF THE FIRST PART

AND:

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

(hereinafter called the “**Agent**”)

OF THE SECOND PART

WHEREAS:

- A. The Strata Corporation is responsible for the control, management, maintenance and administration of the common property and common assets of the Strata Corporation and all personnel, operations, business and activities associated with or carried on in the Strata Plan.
- B. Subject to the Act and the Bylaws, the Strata Council must exercise the powers and perform the duties of the Strata Corporation, including the enforcement of the Bylaws and Rules.
- C. The Agent has agreed to provide certain services to the Strata Corporation.
- D. The Strata Corporation has agreed to contract with the Agent for the purposes of providing the services described in this Agreement.

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

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## Definitions

1. In this Agreement, the following terms shall have the following meanings:
  - 1.1 **“Act”** means the *Strata Property Act* and amendments thereto and any regulations adopted pursuant to the Act;
  - 1.2 **“Agent”** means the strata property agency brokerage described on page 1 of this Agreement;
  - 1.3 **“Agent’s Fees”** means the fees payable to the Agent pursuant to Clause 5.2 of this Agreement;
  - 1.4 **“Agreement”** means this agreement, including any schedules attached to this agreement, and any amendments to this agreement;
  - 1.5 **“Bylaws”** means the bylaws adopted by the Strata Corporation and in effect from time to time;
  - 1.6 **“CRT”** means the Civil Resolution Tribunal of British Columbia;
  - 1.7 **“Laws”** means all applicable restrictive covenants, zoning ordinances and building codes, health, environmental and safety laws and regulations, and other municipal, provincial and federal laws, statutes, ordinances, rules, regulations, orders, civil resolution tribunal decisions and court decisions;
  - 1.8 **“Meetings”** means all Strata Council meetings and Strata Corporation general meetings;
  - 1.9 **“Owners”** means the owners of strata lots included in the Strata Plan;
  - 1.10 **“PIPA”** means the *Personal Information Protection Act and amendments thereto and any regulations adopted pursuant to the Personal Information Protection Act*;
  - 1.11 **“RESA”** means the *Real Estate Services Act* and amendments thereto and any regulations or rules adopted pursuant to the *Real Estate Services Act*;
  - 1.12 **“Rules”** means the rules of the Strata Corporation made pursuant to sec. 125 of the Act from time to time;
  - 1.13 **“Section”** means a section of the Strata Corporation created pursuant to Part 11 of the Act;
  - 1.14 **“Strata Corporation”** means the strata corporation described on page 1 of this Agreement;

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- 1.15 “**Strata Council**” means the strata council of the Strata Corporation;
- 1.16 “**Strata Plan**” means the strata plan filed in the Land Title Office that created the Strata Corporation; and
- 1.17 “**Tax**” means the Goods and Services Tax as may be applicable under the *Excise Tax Act* and the Provincial Sales Tax as may be applicable under the *Provincial Sales Tax Act* and any other applicable tax in replacement or substitution therefor that is applicable to the services provided under this Agreement.

### Exclusive Appointment

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

### Agent’s Agreement

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

#### General

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

#### Financial

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

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

To assist the Strata Council in the collection of unpaid monthly strata fees, special levies, user fees, contributions to the contingency reserve fund and any other monies due to the Strata Corporation. Such assistance may include, with the direction of Strata Council, and the charge of a fee in the amount set forth in item 12 of Schedule A:

- (a) the signing, filing and delivering of certificates of liens, receipts, certificates and acknowledgements; and
- (b) working with the Strata Corporation's legal counsel in taking legal or other enforcement action;
- 3.7 Annual Budget - To annually furnish an estimate of revenues and expenses in order to assist the Strata Council in determining the appropriate amount of contribution to be paid by each Owner towards operating expenses and the contingency reserve fund as part of the budgeting process required by the Act;
- 3.8 Accounting Statement - To provide the Strata Council with a monthly accounting statement of receipts, disbursements, expenses and charges;
- 3.9 Miscellaneous Accounting Functions – To provide accounting functions requested by the Strata Corporation and/or Strata Council that are not included elsewhere in this Agreement. For example, calculations related to shared expenses and to charge a fee for such services in the amount set forth in item 2 of Schedule A.
- 3.10 Bank Statement - To provide the Strata Council with a copy of each monthly bank statement for each trust account and a reconciliation of same within 6 weeks after the end of the month to which the statement relates;
- 3.11 Expenditures - Provided funds are available and subject to the Strata Council's authorization where required, to pay from the Strata Corporation's funds in a timely fashion all charges, expenses and outgoings payable by or chargeable to the Strata Corporation;
- 3.12 Payroll Accounts - If necessary, to provide payroll accounting for Strata Corporation employees either directly or through a third party service provider and to charge a fee for such services in the amount set forth in item 3 of Schedule A;
- 3.13 Strata Corporation's Monies - To deposit all receipts of the Strata Corporation into the appropriate trust account(s) in accordance with the provisions of RESA, such trust accounts to be separate from the Agent's corporate accounts and deposited with an

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

### Trust Accounts

- 3.14 Maintenance of Trust Accounts - To maintain at least one separate trust account for operating expenses in the name of the Strata Corporation;
- 3.15 Contingency Reserve/Special Levy Trust Accounts - To maintain separate trust accounts and sub-accounts for contingency reserve money and special levy money;
- 3.16 Statutory Review of Books - To keep full and detailed books and to make the books available for the annual review of books maintained by the Agent as required by the Real Estate Council of BC pursuant to RESA, and to charge the fee specified in item 1 of Schedule B, whether or not the Strata Corporation's books are in fact reviewed in whole or in part;
- 3.17 Strata Corporation's Audit – To keep full and detailed books and if directed by the Strata Corporation, to arrange for an outside accountant to conduct an audit or review engagement of the books at the Strata Corporation's cost. The Agent shall charge a fee specified in item 4(c) of Schedule B for supervising the independent audit or review engagement;
- 3.18 Signing Authority - To ensure that the signing authority of the Agent for the operating fund trust account and/or pooled trust accounts includes at least one managing broker of the Agent. If contingency reserve and/or special levy trust accounts are maintained, two signing authorities shall be required for any transfer of funds, which signing authority may be any two of the following: a managing broker, a licensee, director, officer or accountant of the Agent. In any event, such execution must be at the direction of the Strata Council.

### Meetings/Attendances

- 3.19 Meetings - To arrange for a representative of the Agent to attend at a mutually agreed time and date, up to the number of Meetings per year set forth in item 5 of Schedule A attached hereto. The Agent's attendance over and above the number of Meetings specified in item 5 of Schedule A, or attending at any Meeting of a duration longer than the number of hours specified in item 6 of Schedule A, shall be mutually agreed upon by the parties and the Agent shall be entitled to charge the additional fees shown in Clauses 5.2(b) or 5.2(c) as applicable;

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

Strata Council

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

Records

- 3.22 Records - To keep full and detailed records of the transactions of the Strata Corporation;
- 3.23 Owner/Tenant's Registry - To maintain a registry of all Owners and tenanted strata lots;
- 3.24 Preparation and Retention - In compliance with section 35 of the Act and at the direction of the Strata Council,
- (a) prepare the records required by section 35(1) of the Act;
- (b) retain the records required by section 35(2) of the Act, including the owner registry (save and except any of the prescribed documents not provided to the Agent by the Strata Corporation and any other documents listed in Schedule B), if applicable; and
- (c) retain the records for such time as required by RESA and section 35(3) of the Act;
- 3.25 Inspection of Records - In compliance with section 36 of the Act, PIPA and at the direction of the Strata Council, make available for inspection to an Owner the Strata Corporation's documents, accounts and records which the Agent may have and must be produced pursuant to section 36. At the direction of the Strata Council, the Agent may redact records made necessary by the application of PIPA. The Agent shall charge an hourly fee in the amount specified in 7 of Schedule A the time spent redacting and supervising the inspection of such records. Any such material shall be made available to any Owner, after first receiving reasonable notice from the owner in accordance with the Act, of their intention to inspect the records at the office of the Agent. Subject to compliance with the Act, electronic records may be retained outside British Columbia or Canada, in which case they may be subject to the laws of the jurisdiction in which such records are located;
- 3.26 Use and Disclosure of Strata Corporation Information and Personal Information of Owners - Subject to PIPA, collect, use and disclose information respecting the Strata Corporation, including personal information respecting any Owner for any and all purposes related to the management, maintenance and administration of the Strata

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

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

### Bylaws and Rules

- 3.30 Bylaws and Rules - To familiarize itself with RESA, the Act and the Strata Corporation's Bylaws and Rules;
- 3.31 Bylaws and Rules Enforcement - To assist with the enforcement of the Bylaws and Rules and, if so directed by the Strata Council, at the expense of the Strata Corporation assist in any action to enforce or stop any breach or infraction of the Bylaws and Rules;
- 3.32 Fines - At the direction of the Strata Council and expense of the Strata Corporation, to provide section 135 of the Act letters and notices of fines levied by the Strata Council and provide necessary follow up enforcement;
- 3.33 Liens - At the direction of the Strata Council and expense of the Strata Corporation, to prepare, sign, file and remove section 116 liens against delinquent Owners in accordance with the Act and to provide necessary enforcement. The Agent may charge a fee for the administration involved or the collection of receivables as specified in item 2 of Schedule B and charge back such fee to the Owner;

### Insurance

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

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

- 3.35 E&O Insurance - Upon the direction of the Strata Council, to assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Strata Council Errors & Omissions Insurance;
- 3.36 Liability Insurance - To assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, comprehensive general liability insurance having a minimum coverage in the amount of \$2,000,000.00 or such greater amount as may be directed by the Strata Council. Such insurance policy shall list the Agent as an additional insured and shall be applicable to any indemnification of the Agent by the Strata Corporation as required under this Agreement;
- 3.37 Availability of Insurance - When assisting the Strata Corporation in obtaining insurance, the Agent shall attempt to obtain such insurance on commercially reasonable terms. The Agent shall not be liable if such insurance is not available at all or if it is not available on commercially reasonable terms and the Strata Council elects not to maintain any or all such insurance;
- 3.38 Agent's Insurance - The Agent shall maintain such insurance for itself as is required by RESA;

#### Maintenance and Services

- 3.39 Contractors and Employees - To facilitate the work of contractors, suppliers or employees. Whenever directed by the Strata Council or the Agent deems it advisable or necessary, the Agent shall hire or discharge contractors, suppliers or employees on behalf of the Strata Corporation. It is agreed and understood that all such employees and independent contractors shall be paid by the Strata Corporation and deemed to be employees and independent contractors of the Strata Corporation and not of the Agent. It is agreed that the Agent shall not be responsible for the acts, defaults or negligence of such employees or independent contractors;
- 3.40 Contracts - To arrange for contracts in the name of the Strata Corporation, to the extent the Agent's policies permit it to sign such contracts, in respect to the common property and common assets, for electricity, gas, fuel, water, telephone, janitorial services, window cleaning, landscaping, garbage disposal, vermin extermination and other services or such of them as directed by the Strata Council. To monitor and negotiate renewal or replacement of such contracts;
- 3.41 Supplies - Subject to the limits expressed by the Strata Council, to place orders for and purchase, in the name of the Strata Corporation, all such equipment, tools, appliances,

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

- 3.42 Emergency Services - To use commercially reasonable efforts to maintain a 24-hour emergency contact service such that the Strata Council or Owners can contact the Agent with respect to matters affecting life or property damage. The Strata Corporation acknowledges that such services may not be available in the event of a major regional emergency;
- 3.43 Limitations on Expenses – The Agent is authorized to spend the Strata Corporation’s money without further authorization provided the Agent complies with the provisions of the Act and their fiduciary duties under RESA. For further explanation, the Agent agrees to obtain the approval of the Strata Council to all expenditures in accordance with the Act and the Bylaws, other than: (a) expenses contained in the approved annual budget; (b) recurring operating charges; (c) emergency repairs in excess of the maximum amount established by the Bylaws, if such expenditures are necessary in the opinion of the Agent to protect the common property and common assets of the Strata Corporation from damage or to maintain common services to occupants of any one or more strata lots; or (d) expenditures necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise, pursuant to section 98(3) of the Act;

### Proceedings

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

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Corporation made by any governmental body or agency having authority or orders of any Fire Marshall, or board of fire underwriters or similar body;

Other

- 3.49 Fees, Rebates or Discounts - Not to collect or charge any undisclosed fee, rebate or discount, and if any such fee, rebate or discount should be received by the Agent that fee, rebate or discount will be held in trust for and credited to the account of the Strata Corporation.

Agent's Authorization

4. The Agent shall be deemed the agent of the Strata Corporation and to enable the Agent to effectively perform its services under this Agreement the Strata Corporation hereby appoints the Agent as its agent to perform the services provided for in this Agreement and as directed by the Strata Council.

Strata Corporation's Agreement

5. The Strata Corporation covenants and agrees:
- 5.1 Indemnity - To save the Agent harmless from any and all claims, damages, costs and liability incurred in connection with the services provided to the Strata Corporation and, without limiting the generality of the foregoing, to indemnify and save the Agent harmless from all claims, damages, costs and liability whatsoever incurred by the Agent in performing its responsibilities hereunder and to protect the Agent against any and all such claims, damages, costs, and liability in the same manner and to the same extent as the Strata Corporation, unless such claim, damage, cost or liability is caused by the gross negligence or wilful misconduct of the Agent;
- 5.1(a) That the Agent may receive from persons or parties, other than the Strata Corporation, without further specific disclosure, invitations as disclosed in Schedule C to this Agreement.
- 5.2 Agent's Fees - To pay to the Agent the following fees:
- (a) a fee in advance each and every month during the term of this Agreement, in the amount and on the day specified in item 8 of Schedule A;
- (b) an additional fee in the amount specified in item 9 of Schedule A, for each additional Meeting over the number specified in Clause 3.19 and item 5 of Schedule A;

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

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

(o) such additional fees as are provided for in Schedule B, or as may be agreed upon in writing from time to time;

(p) together with any applicable Tax payable on such fees or related disbursements.

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



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

5.5 Shortfall - If the bills, accounts or expenses paid by the Agent pursuant to this Agreement in any calendar month exceed the strata fees and other monies collected in such month by the Agent, or if the Strata Corporation does not otherwise have sufficient funds to pay such bills, accounts or expenses, the Strata Corporation shall pay the Agent the amount of such excess promptly upon request. This payment may include a transfer of funds from the Contingency Reserve Fund where permitted under the Act. The Agent shall have no obligation to advance funds to the Strata Corporation for any purpose whatsoever;

5.6 Costs - To pay promptly the Agent's costs of printing, duplicating, mailing, postage, long distance telephone charges, courier or other service charges directly attributed to the Strata Corporation as per the attached item 5 of Schedule B attached hereto;

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

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

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- ~~5.9 Exclusivity - That the Strata Corporation, during the term of this Agreement and for two (2) years after its termination, will not engage or contract directly or indirectly with any present or past employee of the Agent, to perform services the same as or similar to the services the employee performed for the Agent, unless agreed to in writing by the Agent;~~
- 5.10 Documentation - To provide the Agent with all documents and records available to the Strata Corporation, which may be reasonably required by the Agent to properly assist in connection with the services provided by the Agent to the Strata Corporation;
- 5.11 Bylaws and Rules – To provide to the Agent a copy of the Bylaws and Rules of the Strata Corporation and to promptly notify the Agent of any amendments or additions thereto;
- 5.12 Existing Project - Where the Agent is assuming its role from a prior strata agent or from a self-managed building, the Agent shall not be responsible for errors, missing or inaccurate information in the records, information or materials of the prior agent or the self-managed building provided to the Agent, or for any consequential errors, missing or inaccurate information in the records or materials maintained by the Agent. The Agent is not responsible for the past financial affairs of the Strata Corporation, including matters relating to the status of any employee or contractor of the Strata Corporation;
- 5.13 Hazardous Material - The Agent is not responsible for the identification, control, management, treatment or remediation of any contaminant or hazardous material including, without limiting the generality of the foregoing, any asbestos, lead or silica containing materials. In the event that any contaminant or hazardous material is found within the Strata Corporation, the Strata Corporation shall undertake to address the identification, control, treatment and remediation of any such contaminant on an expedited basis without relying in any way on the Agent for such identification, control, treatment or remediation;
- 5.14 Worksafe BC - The Agent and its licensees are not the owner of the Strata Corporation nor the primary employer of the Strata Corporation's vendors or contractors and further to the instructions of the Real Estate Council of BC that licensees not work outside of their direct area of expertise. The Strata Corporation acknowledges that the Agent is not an expert in WorkSafe BC legislation and that the Agent has not agreed for any purpose in being named as either the owner of the Strata Corporation, the employer of the Strata Corporation's vendors and contractors or the prime contractor for a workplace.
- 5.15 Owner/Council Conduct – Occasionally when managing a strata corporation the Agent and its licensees are subject to bullying and verbal abuse from owners and strata council members, in Meetings and communications. The Strata Council acknowledges the possibility of the Agent being bullied and verbally abused. The Strata Council agrees its members will discourage such conduct and support the Agent if it does occur. The Strata Council further agrees that if such conduct (in the sole determination of the Agent) does occur, the Agent is entitled to discontinue the Agent's involvement in a Meeting or as a participant in continued communications, as the case may be.

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No Set-Off

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

Agent to Receive Instructions from Strata Council

- 7. The Strata Corporation hereby authorizes its Strata Council to deal with the Agent. It is agreed and understood that the Agent at all times shall be entitled to rely on and to act upon the instructions or directions received from the Strata Council, and where appropriate or circumstances require, the President or other members of the Strata Council. Without limiting the generality of the foregoing, the Agent may from time to time request instructions or directions in writing signed on behalf of the Strata Corporation by at least two members of the Strata Council, or a formal resolution of the Strata Council after a properly convened meeting of the Strata Council. The Agent shall, upon receipt of written authorization, act upon the resolutions of the Strata Council. The foregoing shall constitute the full and sufficient authority for the Agent to act in accordance with such instruction or directions. The Strata Council agrees to provide prompt responses to requests from the Agent for directions, instructions and information. The Agent's interpretation of the Act is a guide and shall not be regarded as legal advice. The Agent shall advise the Strata Council of generally accepted practices throughout the strata agency industry;

Financial Statements

- 8. The Strata Council agrees to review each statement of receipts and disbursements referred to in Clause 3.8, and within thirty (30) days from the date of provision of such statements to the Strata Council, to notify the Agent, in writing, of any alleged mistake or error on the part of the Agent in paying any bill, account or expense on behalf of the Strata Corporation. If the Agent receives no such notification within thirty (30) days of provision of such statements to the Strata Council, the statement shall be deemed to be conclusive and binding and the Agent shall be free from any and all claims in respect of such statement.

Assignment by Agent

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

No Waiver

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

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

#### Severance

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

#### Successors and Assigns

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

#### Amendments in Writing

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

#### Duration and Termination

14. This Agreement shall commence and become effective on the date set forth in item 1 of Schedule A, and shall continue for an indefinite term until terminated in accordance with this Clause. This Agreement shall terminate upon the occurrence of any of the following events:
- (a) Two months after receipt by the Agent of a notice of a resolution passed by a  $\frac{3}{4}$  vote approved by the Owners, terminating this Agreement;
  - (b) Two months after receipt by the Agent of a notice of a resolution passed by a  $\frac{3}{4}$  vote of the Strata Council, terminating this Agreement;
  - (c) Two months after receipt by the Strata Corporation of a notice from the Agent, terminating this Agreement;
  - (d) Immediately, through the bankruptcy of the Agent; or
  - (e) Immediately, through the insolvency or fraud of the Agent.
  - (f) The Initial Agency Agreement will be for a term of 1 (one) year. Under Section 24 SPA, the Management agreement must be renewed at the sole discretion of the Strata Corporation at the second Annual General Meeting

#### After Termination

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- 15. Upon the termination of this Agreement, all obligations of the Agent shall cease except as otherwise expressly provided in RESA, and the Strata Corporation shall pay to the Agent any monies due to it under this Agreement and the Agent shall pay to the Strata Corporation all monies held by it in trust for the Strata Corporation. The Agent shall transfer all records maintained for the Strata Corporation to the Strata Corporation or its agent as may be directed by the Strata Council, upon payment of any outstanding fees to the Agent or as required by RESA. The Agent shall be entitled to retain the original financial records for such period as is required for the Agent to comply with RESA, but the Agent shall provide the Strata Corporation with copies of the financial records, at the Strata Corporation's expense as provided in Schedule B.

Holdback

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

No Partnership

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

Personal Information

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

Disclosure of Conflicts

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

		
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### Disclosure of Payments

20. If at any time, the Agent anticipates receiving or receives, directly or indirectly, any form of payment or other compensation from an Owner or someone other than the Strata Corporation as a result of recommending an insurance broker, or any other person providing other products or services, the Agent shall disclose the details thereof to the Strata Corporation in writing, including the source of such payments, the amount or likely amount of the payment and all other relevant facts relating to such provision of real estate services.

### Charges for Documents

21. The Agent, without further specific disclosure to the Strata Corporation, shall be entitled to charge and retain fees (which fees may include a disbursement component) for the following
- (a) the provision of Form B (and all attachments) and Form F and other statutory form as required by the *Strata Property Act*;
  - (b) the provision of copies of minutes, Bylaws, Rules, strata plans, engineering reports, financial statements and similar documents of the Strata Corporation when requested by Owners (other than the original distribution of same) or any other person authorized to receive such documents;

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

### The Strata Corporation and Owners



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

### Primary Client and Secondary Client

23. The Agent hereby declares that the Agent's "primary client" is as specified in item 9 of Schedule B (the "Primary Client") and the "secondary client" is as specified in item 9 of Schedule B (the "Secondary Client" or "Secondary Clients"). In the event of a conflict, the Agent will provide the full services it has contracted to provide to the Primary Client and the Agent shall provide limited representation to the Secondary Client or Secondary Clients.

### Conflict with an Owner

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

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

Limited Services to Secondary Client

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

Annual Review Fee

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

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EXECUTED ON BEHALF OF )  
**THE OWNERS, STRATA PLAN EPS 7719** )  
**UNIVERSITY DISTRICT SOUTH TOWER** )  
by its authorized signatories: )

*Nathaniel Funk*

\_\_\_\_\_  
Authorized Signatory Nathaniel Funk )

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

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

*[Signature]*

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

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

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<i>[Signature]</i>	<i>NF</i>	
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**SCHEDULE A**

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

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

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**SCHEDULE B**

**Special Terms and Amendments**



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

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

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

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Fees for Documents:

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

Rush Fees:

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

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

8. Special Terms:

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

9. Disclosure Information (if applicable):



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

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**SCHEDULE C**

**Special Charges and Representations**

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

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**SCHEDULE D**

**AGENCY DISCLOSURE  
REAL ESTATE SERVICES ACT**

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

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

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



(Collectively, the "Remuneration")

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

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**THE OWNERS, STRATA PLAN EPS 7719 - UNIVERSITY DISTRICT SOUTH TOWER**

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

INITIALS		
		
AGENT	STRATA	STRATA



**EXHIBIT "N"**  
**REGISTERED ROOF LEASE**

[See Attached]

# DECLARATION(S) ATTACHED



Land Title Act  
**Charge**  
General Instrument - Part 1

NEW WESTMINSTER LAND TITLE OFFICE  
AUG 02 2023 08:07:17.008  
**CB800288**

1. Application

Document Fees: \$78.17

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

UD South | Roof Lease

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101 EXCEPT PART IN AIR SPACE PLAN EPP115038</b>

3. Nature of Interest

Type	Number	Additional Information
<b>LEASE</b>		<b>All those portions of the Lands shown outlined in bold black line on Explanatory Plan EPP130370</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328**

6. Transferee(s)

<b>BLUE SKY PROPERTIES INC. 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6</b>	BC0853373
--	-----------

7. Additional or Modified Terms



Land Title Act  
**Charge**  
General Instrument - Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
**2023-07-12**

**BLUESKY PROPERTIES (UD LANDS) INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363  
Commission Expires: March 31, 2026

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
**2023-07-12**

**BLUE SKY PROPERTIES INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363  
Commission Expires: March 31, 2026

**Officer Certification**

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

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Robyn Alexis Miles I23K2S**

Digitally signed by  
Robyn Alexis Miles I23K2S  
Date: 2023-08-01  
21:28:38 -07:00

University District South

## ROOF LEASE

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023,

BETWEEN:

**BLUESKY PROPERTIES (UD LANDS) INC.**, a British Columbia company having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Owner**”)

AND:

**BLUESKY PROPERTIES INC.**, a British Columbia company having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Tenant**”)

WITNESSES THAT WHEREAS the Owner is the registered owner of certain lands and premises located in Surrey, British Columbia, and legally described as:

Parcel Identifier: 030-861-926  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101,  
Except part in Air Space Plan EPP115038

(the “**Property**”);

WITNESSES THAT WHEREAS:

- A. The Owner wishes to grant the Tenant a lease of all of the roof and the roof decks of the building to be constructed on the Property or such lesser area as the Tenant may, in its discretion, decide to use, up to a maximum height as permitted by law above the level of such roof areas (referred to as the “**Roof Area**”), which Roof Area is shown outlined in heavy black line on explanatory plan EPP130370 prepared by Rob Adriaensen, B.C.L.S. of Bennett Land Surveying Ltd., a reduced size copy of which is attached hereto as **Schedule “A”** as may be amended by them from time to time (the “**Plan**”);
- B. Upon completion of the development of the Property, the Owner proposes to subdivide the Property by means of a strata plan (the “**Strata Plan**”) pursuant to the *Strata Property Act* (British Columbia) to create a strata development (the “**Strata Development**”);
- C. The Strata Plan will designate the Roof Area as common property of the strata corporation (the “**Strata Corporation**”) formed upon the deposit for registration of the Strata Plan in the appropriate Land Title Office; and

D. Each of the parties to this Lease agrees that title to the common property of the Strata Corporation will be encumbered by this Lease.

NOW THEREFORE in consideration of the premises and the sum of \$100.00 of lawful money of Canada now paid by the Tenant to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner and will not be denied, and in consideration of the mutual promises and agreements set forth in the Lease, the parties agree each with the other as follows:

## **ARTICLE 1 GRANT AND TERM**

1.1 **Grant:** The Owner hereby leases to the Tenant for the Term (as defined in Section 1.3) all of the Roof Area.

1.2 **Use of Common Property:** The Tenant's exclusive use of the Roof Area includes the non-exclusive right of the Tenant, its employees, agents and other persons having business with the Tenant, in common with the Owner, to the use of that portion of the common property of the Strata Corporation as is reasonably required by the Tenant in connection with the exclusive use and/or occupation of the Roof Area in accordance with the terms and conditions of this Lease.

1.3 **Term:** The term (the "**Term**") of this Lease shall commence on the day and year first above written (the "**Commencement Date**") and terminate on the earlier of:

- (a) one hundred (100) years from the Commencement Date;
- (b) the date the Strata Corporation is dissolved; or
- (c) the date the Strata Corporation files a notice of destruction in prescribed form with the Registrar of the appropriate Land Title Office following the destruction or deemed destruction of the building in which the Roof Area is located.

1.4 **Rent:** The parties of this Lease acknowledge that the sum of \$100.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner, its successors and assigns, including, without limitation, the Strata Corporation by either the Tenant or any sublessee, licensee or any assignee of an interest in this Lease for the use and enjoyment of the Roof Area.

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

2.1 **Strata Plan:** This Lease and the covenants and obligations of the Owner under this Lease run with and bind the Property, and upon the subdivision of the Property by means of the Strata Plan such covenants and obligations shall:

- (a) continue to run with and bind the common property; and

- (b) be automatically assumed by the Strata Corporation as the representative of the owners of strata lots within the Strata Development,

at which time the Owner will be absolutely released from any obligations or liabilities hereunder.

2.2 Common Property. Upon subdivision of the Property by the Strata Plan, this Lease is intended to burden only that portion of the common property containing the Roof Area and not at any time to burden the title to any individual strata lot.

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

3.1 Maintenance: The Owner confirms that until the deposit for registration of the Strata Plan, the Owner shall be solely responsible for the control, management and administration of the Roof Area but thereafter, pursuant to Section 2 of this Lease, the Strata Corporation will assume full responsibility for the control, management and administration of the Roof Area as common property in accordance with the provisions of the *Strata Property Act* (British Columbia) and may pass bylaws or make rules and regulations with respect to the Roof Area so long as such bylaws, rules or regulations do not interfere with the rights of the Tenant or any sublessee, licensee or any subsequent assignee under this Lease.

3.2 Alterations: Subject to the provisions of paragraph 3.5 hereof, the Tenant is not entitled to alter, or to perform any repairs of any sort whatsoever to the Roof Area. Any such alterations or repairs are the sole responsibility and obligation of the Owner prior to the registration of the Strata Plan, and thereafter the sole responsibility and obligation of the Strata Corporation.

3.3 Subordination: The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Owner against title to the Property.

3.4 No Right to Encumber: The Tenant, its successors and permitted assigns, are not entitled to mortgage, charge, pledge or otherwise grant their interest in the Roof Area as security to any person.

3.5 Use: The Tenant its sub-tenants, licensees or assignees may use the Roof Area for any lawful purpose including without limiting the generality of the foregoing for the purposes of installing, operating, maintaining and replacing from time to time such equipment, equipment enclosures, antennas, antenna mounts, antenna support structures, satellite dishes and support structures, apparatus, fixtures, attachments and connections for the transmission, emission and/or reception of communication or other signals and such equipment, equipment enclosures, cameras, camera mounts, camera support structures, devices and support structures, apparatus, fixtures, attachments and connections for monitoring progress of construction in the Tenant's and its affiliates' adjacent development projects and recording time lapse images thereof (collectively its "**Equipment**").

3.6 Easement: The owner hereby grants to the Tenant for the benefit of the Tenant and its servants, agents, contractors and suppliers an easement over the Land for:

- (a) ingress and egress over the Lands, with or without tools and equipment at any time and from time to time for the purposes set out in paragraph 3.5 and for the purposes necessary or incidental to the exercise and enjoyment of the rights granted herein; and
- (b) installing, operating and maintaining such Equipment as may be necessary for the exercise and enjoyment of the rights granted herein.

#### **ARTICLE 4 ASSIGNMENT**

4.1 **Assignments:** The Tenant may, at its sole discretion, sublease or license the use of all or any portion of the Roof Area or assign this Lease and its rights under the Lease in whole or in part. Any such sublease, license or assignment will be for such consideration as the Tenant may in its sole discretion determine, which consideration may be retained by the Tenant for its own benefit. Any sublease, license or assignment by the Tenant, or by any subsequent sublessee, licensee or assignee, of this Lease and its rights under this Lease will be absolute, and the assignee and its lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Roof Area so assigned for the balance of the Term.

4.2 **Consents:** The consent of the Owner or the Strata Corporation will not be required for any sublease, license or assignment of this Lease or the Roof Area. The Owner or the Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of any sublessee, licensee or assignee under any such sublease, license or assignment except as expressly agreed by such sublessee, licensee or assignee.

4.3 **Release of Assignors:** Upon the sublease, license or assignment of this Lease, in whole or in part, the Tenant and any subsequent assignor will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to the Roof Area or the relevant portions of the Roof Area.

#### **ARTICLE 5 MISCELLANEOUS**

5.1 **Form of Agreement:** Each of the parties hereto agree to amend the form of this Lease to meet the requirements of the Registrar of the Land Title Office or of any governmental or public authority or as otherwise necessary to confirm unto the parties the rights granted in this Lease.

5.2 **Arbitration:** In the event of any dispute or disagreement arising out of this Lease, or the interpretation of any provision hereof, the parties hereto agree that such dispute or disagreement will be resolved by arbitration pursuant to the British Columbia *Arbitration Act*, as amended from time to time, or any legislation substituted therefore. Provided that it is understood and agreed that this Section 5.2 is not intended to, nor is it to be construed as preventing the parties hereto,

or either of them, from seeking injunctive relief from the courts for damages for breach in appropriate cases.

5.3 Definitions: Any term defined in the recitals of this Lease will have the same meaning throughout this Lease.

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

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

IN WITNESS WHEREOF the parties hereto have executed the Form C General Instrument and Form D attached hereto and forming part hereof as at the date set out therein.



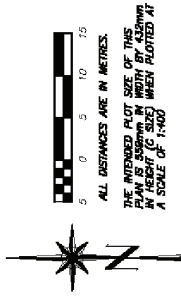
**SCHEDULE "A"**

**Roof Area Plan**

[see plan on next page]

**EXPLANATORY PLAN OF LEASEHOLD OF PART OF A 40 STOREY BUILDING SITUATED ON LOT B, SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST, NWD, PLAN EPP79101**

PURSUANT TO SECTION 99(1)(k), LAND TITLE ACT  
B.C.G.S. 926.016



**THIS PLAN LIES WITHIN INTEGRATED SURVEY AREA No. 1 (CITY OF SURREY) AND 83 (CSRS) 4.0.0.BC.1.MVRD**

**LEGEND**

GRID BEARINGS ARE DERIVED FROM PLAN EPP79101 AND ARE REFERRED TO THE GENERAL MERIDIAN OF VAN COE TO

THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DIMENSIONS UNLESS OTHERWISE SPECIFIED.

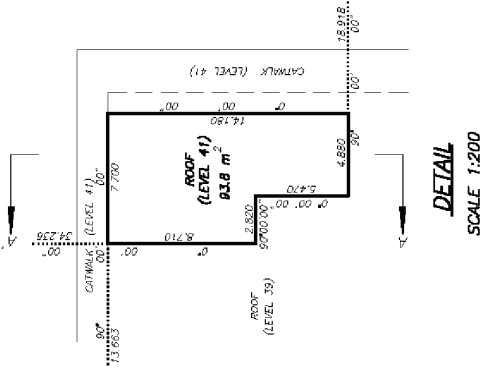
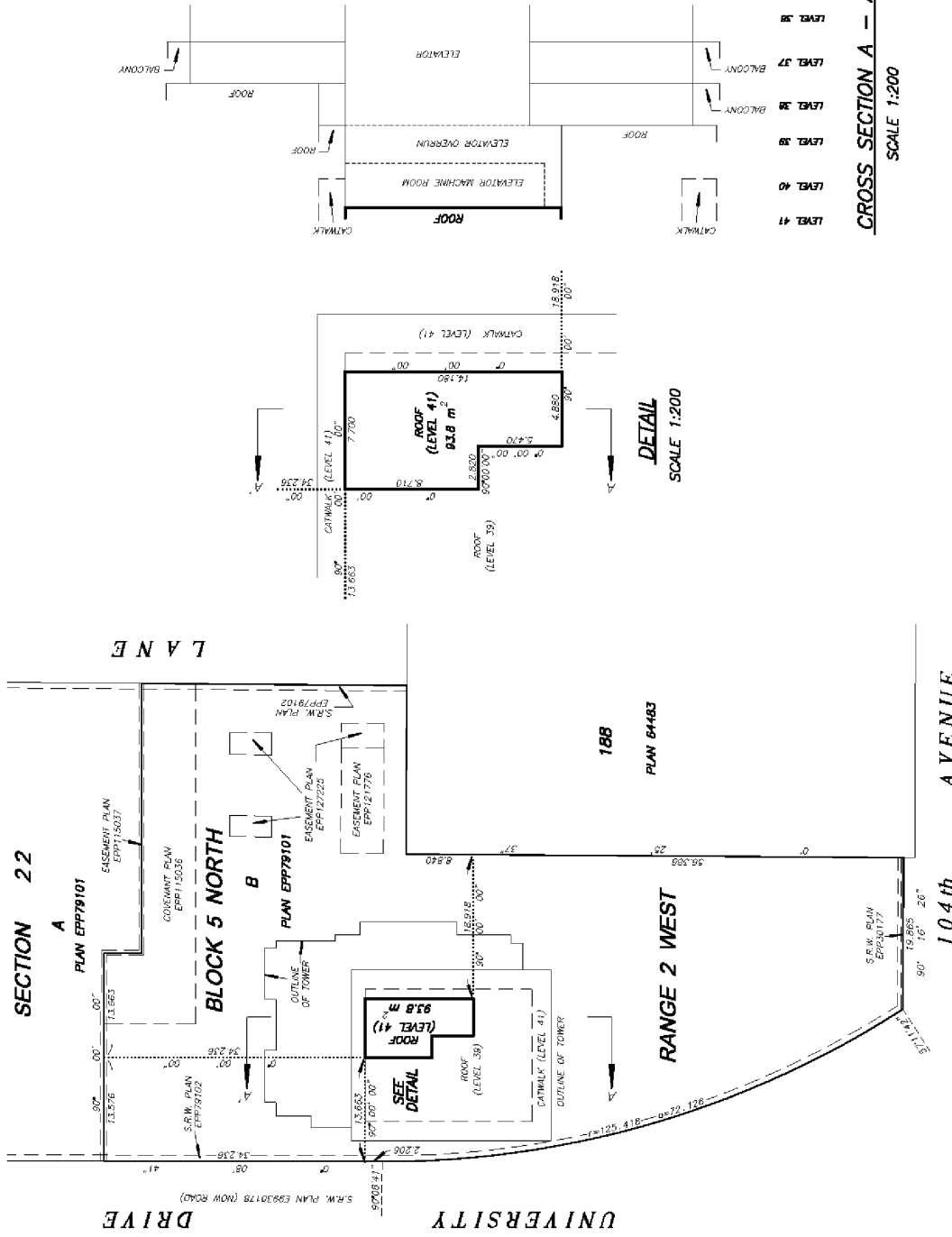
PT. - DENOTES POINT  
No. <sup>2</sup> - DENOTES NUMBER  
m<sup>2</sup> - DENOTES SQUARE METRES

BOOK OF REFERENCE LOT B, PLAN EPP79101	
DESCRIPTION	AREA
ROOF (LEVEL 41)	93.8 m <sup>2</sup>

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND SURVEY AUTHORITY OF B.C. RECORD: PLAN EPP79101 (1997) AND SURVEY DIST. #972 (THIS DAY OF JULY, 2023).

BENNETT LAND SURVEYING LTD.  
1000 WESTERN AVENUE  
SURREY, B.C. V4L 1A9  
PHONE : 604-582-0717  
DRAWING / EXHIBIT-31  
FILE # 630970-51  
DATE : JULY 11, 2023

**PLAN EPP130370**



**CROSS SECTION A - A'**  
SCALE 1:200



**DETAIL**  
SCALE 1:200

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT



Related Document Number: **CB800288**  
 Fee Collected for Document: **\$0.00**

In reference to the Defect Notice issued on August 8, 2023, and in accordance therewith, I, Robyn Miles, Barrister and Solicitor, of Bosa Properties Inc., 1201 - 838 West Hastings Street, Vancouver, B.C. declare that:

1. A Form C Lease was filed for registration in the New Westminster Land Title Office on August 2, 2023 under number CB800288 (the "Charge").

2. I request that the Registrar permit that:

(a) the legal description in Item 2, Description of Land, on the Form C of the Charge be deleted and replaced with the following:

"LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101"; and

(b) the words "Except part in Air Space Plan EPP115038" be deleted from the definition of "Property" on page 3 of the Charge, being the first page of the Part 2 Terms of Instrument.

I make this Declaration and know it to be true based on personal information/reasonable belief.

Robyn Miles  
 Barrister and Solicitor  
 Bosa Properties Inc.  
 1201 – 838 West Hastings Street  
 Vancouver, B.C. V6C 0A6  
 604.299.1363

<p><b>Electronic Signature</b></p>	<p><b>Robyn Alexis Miles I23K2S</b></p>	<p>Digitally signed by        Robyn Alexis Miles I23K2S        Date: 2023-08-09        22:10:51 -07:00</p>
<p>Your electronic signature is a representation that</p>		
<p>(a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or</p> <p>(b) You are a designate authorized to certify this application under section 168.4 of the <i>Land Title Act</i>, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or</p> <p>(c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.</p>		

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

**EXHIBIT "Q-1"**

**MODIFICATION OF RECIPROCAL AMENITY USE AND COST SHARING AGREEMENT**

[See Attached]

# DECLARATION(S) ATTACHED



Land Title Act  
**Charge**  
General Instrument - Part 1

**NEW WESTMINSTER LAND TITLE OFFICE**  
AUG 02 2023 08:07:17.001  
**CB800274-CB800284**

1. Application

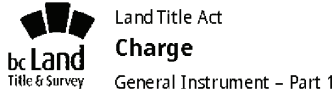
Document Fees: \$859.87

**Christy Jordaan, Paralegal, BOSA PROPERTIES INC.**  
**1201 - 838 West Hastings Street**  
**Vancouver BC V6C 0A6**  
**604.299.1363**

UD Lands | Modification of Reciprocal Amenity Space Easement, Cost Sharing Agreement and Section 219 Covenant CA7580828-CA7580835

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>



## 3. Nature of Interest

Type	Number	Additional Information
<b>MODIFICATION</b>	<b>CA7580828</b>	<b>Modification of Easement</b>
<b>PRIORITY AGREEMENT</b>		Granting the above Modification with a number one less than this interest priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>PRIORITY AGREEMENT</b>		Granting the above Modification with a number two less than this interest priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>MODIFICATION</b>	<b>CA7580830</b>	<b>Modification of Easement</b>
<b>PRIORITY AGREEMENT</b>		Granting the above Modification with a number one less than this interest priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>PRIORITY AGREEMENT</b>		Granting the above Modification with a number two less than this interest priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>MODIFICATION</b>	<b>CA7580832</b>	<b>Modification of Section 219 Covenant</b>
<b>PRIORITY AGREEMENT</b>		Granting the above Modification with a number one less than this interest priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>PRIORITY AGREEMENT</b>		Granting the above Modification with a number two less than this interest priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>MODIFICATION</b>	<b>CA7580834</b>	<b>Modification of Equitable Charge</b>
<b>MODIFICATION</b>	<b>CA7580835</b>	<b>Modification of Equitable Charge</b>

## 4. Terms

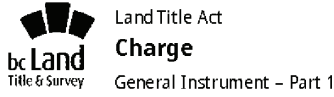
Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

## 5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328, AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101**

**HSBC BANK CANADA, AS TO PRIORITY**




---

**AVIVA INSURANCE COMPANY OF CANADA, NO.A0051421, AS TO PRIORITY**

---

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101	

<b>CITY OF SURREY</b> 13450 - 104 AVENUE SURREY BC V3T 1V8
--

7. Additional or Modified Terms

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 #1100 - 838 WEST HASTINGS STREET  
 VANCOUVER BC V6C 0A6

YYYY-MM-DD
<b>2023-07-11</b>

**BLUESKY PROPERTIES (UD LANDS) INC.**  
 As Registered Owner of Lot A Plan EPP79101 and Lot B Plan EPP79101  
 By their Authorized Signatory

\_\_\_\_\_

**Print Name: DALE BOSA**

TEL: 604.299.1363  
Commission Expires March 31, 2026

**Officer Certification**

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



Land Title Act  
**Charge**  
General Instrument - Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**LERONG JIANG**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
885 West Georgia Street  
Vancouver BC V6C 3G1

YYYY-MM-DD  
  
**2023-07-18**

**HSBC BANK CANADA**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: VANESSA LEE Director**  
**Commercial Real Estate**

Commission Expires: November 30, 2025

\_\_\_\_\_  
**Print Name: GARY KATAYAMA**  
**Assistant VP Commercial Real Estate**

**Officer Certification**

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Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**UPPKAR DOSANJH**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
520 - 1130 West Pender Street  
Vancouver BC V6E 4A4

YYYY-MM-DD  
  
**2023-07-14**

**AVIVA INSURANCE COMPANY OF CANADA**  
By their Authorized Signatory

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

604-229-9828

My Commission Expires July 31, 2025

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

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





Land Title Act  
**Charge**  
General Instrument - Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**Shyal Prasad**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
13450 - 104th Avenue  
Surrey BC V3T 1V8

YYYY-MM-DD

**2023-07-31**

**CITY OF SURREY**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: Ron Gill Director, Area**  
**Planning North**

Expiry Date 31/12/2025

\_\_\_\_\_  
**Print Name: Stephanie Nichols,**  
**Deputy City Clerk**

**Officer Certification**

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**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41 (4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Robyn Alexis**  
**Miles I23K2S**

Digitally signed by  
Robyn Alexis Miles I23K2S  
Date: 2023-08-01  
21:24:58 -07:00

**TERMS OF INSTRUMENT – PART 2****MODIFICATION OF RECIPROCAL AMENITY SPACE EASEMENT, COST SHARING AGREEMENT  
AND SECTION 219 COVENANT  
(the “Modification”)**

THIS AGREEMENT dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

BETWEEN:

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

(in its capacity as the registered owner of Lot A, the “**Lot A Owner**”)

AND:

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

(in its capacity as the registered owner of Lot B, the “**Lot B Owner**”, and together with the Lot A Owner, the “**Owners**”, and each, and “**Owner**”)

AND:

**CITY OF SURREY**, 13450 – 104 Avenue, Surrey, BC V3T 1V8

(the “**City**”)

WHEREAS:

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

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District  
Plan EPP79101

(“**Lot A**”);

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

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

(“**Lot B**”, and together with Lot A, the “**Lands**”);

- C. The Owners and the City entered into a Reciprocal Amenity Space Easement, Cost Sharing Agreement and Section 219 Covenant on May 6, 2019 and registered the same against title to Lot A and Lot B as charge numbers CA7580828 – CA7580835 inclusive (the “**Agreement**”);

- E. The Lot A Owner, the Lot B Owner and the City wish to amend the Agreement to make certain required corrections and have agreed to modify the Agreement on the terms and conditions set out in this Modification.

NOW THEREFORE THIS MODIFICATION WITNESSES that in consideration of each party agreeing to modify the Agreement as set out hereinafter and for good and valuable consideration (the receipt and sufficiency of which the parties hereto acknowledge and agree to), the Lot A Owner, the Lot B Owner and the City hereby covenant and agree as follows:

1. Interpretation

Capitalized terms used herein will have the same meaning as set out in the Agreement unless otherwise expressly defined herein.

2. Modification of the Agreement

The Lot A Owner, the Lot B Owner and the City agree that the rights, licenses, easements and covenants of the parties under the Agreement with respect to the Lands are hereby amended as follows:

- (a) Section 2.09(a) is amended to delete the words "Lot B Market Condo Building" and replace the same with the words "Lot B Building";
- (b) The heading of Section 2.10(a) is deleted and replaced with the heading "Minimize Interference with Lot A Owner";
- (c) Section 3.00 is deleted in its entirety and replaced with the following:

**"3.00 Lot B Amenity Space Easement**

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

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

3.02 Grant of Easement. Subject to Section 3.01, the Lot B Owner hereby grants to the Lot A Owner and its Users, for so long as the aforesaid covenants and conditions are satisfied, the non-exclusive, full, free and

uninterrupted right, liberty and easement in, over, within and through Lot B in common with the Lot B Owner and its successors, as owner of Lot B, to enter, go, pass and repass and use the Lot B Amenity Space at such times as the Lot B Owner from time to time may specify provided same specified hours apply to its own usage of the Lot B Amenity Space, for the purpose of using and enjoying same but subject always to the aforesaid condition as well as the reservations and limitations herein contained.

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

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

The Lot A Owner covenants and agrees with the Lot B Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 3.06.

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

The Lot B Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 3.10 hereof, interfere with the use of the Lot B Amenity Space as herein contemplated and the rights herein granted.

Subject to the provisions of Section 3.10, the Lot B Owner will not materially alter any portion of the Lot B Amenity Space, whether or not with respect to any other lands, without the prior written consent of the Lot A Owner, which consent will not be unreasonably withheld, conditioned or delayed.

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

- (a) it will well and substantially Repair, Maintain, paint, mend, renew and replace the Lot B Amenity Space in first class condition and working order as a prudent owner would do;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Lot B Amenity Space to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot B Owner and the Lot A Owner as a named insured under the policy;
  - (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
  - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
  - (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 3.08 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 3.08.

3.09 Reservations and Limitations. Notwithstanding the conditional easement to use the Lot B Amenity Space granted in Section 3.02 and the covenants made herein, there is hereby reserved to the Lot B Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot A Owner if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Lot B Amenity Space as may be required by the Lot B Owner or as the Lot B Owner may deem expedient provided that such temporary interruption is as short as reasonably possible and that reasonable notice of the interruption is delivered to the Lot A Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby or areas of the Lot A Building will be sufficient notice of such interruption;
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Lot B Amenity Space as it may reasonably require or deem expedient;
- (c) Limitations. The Lot A Owner and its Users in exercising the easement to use the Lot B Amenity Space granted pursuant to Section 3.02 shall:
  - (i) only use and access those portions of the Lot B Amenity Space for which it is reasonable for them to have access to and the use of and not use any electrical, plumbing, mechanical and HVAC systems and the areas and related hallways in which they are contained or access is given thereto and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in its exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

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

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

- (ii) use all reasonable efforts to cause as little Interference as possible with the use and enjoyment of Lot B by the Lot B Owner; and
    - (iii) if the exercise of such rights and easement to use the Lot B Amenity Space causes any damage to Lot B, forthwith, at its own expense, restore Lot B to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Lot B Amenity Space;
  - (b) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot B Owner arising out of any use by it of the Lot B Amenity Space;
  - (c) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot B Owner from time to time pursuant to Section 3.06 hereof in connection with the use of the Lot B Amenity Space.”
- (d) Section 5.05(c) is deleted in its entirety and replaced with the following:
- “(c) failing a settlement of the Dispute pursuant to Section 5.05(b), the matter will be referred to binding arbitration pursuant to Section 11.05 hereof.”
- (e) Section 6.01 is deleted in its entirety and replaced with the following:
- “6.01 If and when the conditions in Section 3.01 have been satisfied, then prior to November 30th of each calendar year commencing with the calendar year in which such conditions have been satisfied or such other date that the Lot B Owner may decide, the Lot B Owner will prepare and deliver to the Lot A Owner the Annual Estimated Lot B Amenity Space Operating Costs Budget.”
- (f) The first paragraph of Section 6.02 is deleted in its entirety and replaced with the following:
- “6.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use the Lot B Amenity Space, the Lot A Owner covenants and agrees with the Lot B Owner to promptly and punctually pay to the Lot B Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot B Amenity Space Operating Costs Budget on the first day of each and every month during the fiscal period covered by such budget. If the Lot B Owner requires same, the Lot A Owner shall provide the Lot B Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.”
- (g) Section 6.04(a) is deleted in its entirety and replaced with the following:
- “(a) The Lot B Owner agrees to keep accurate accounting records of the Lot B Amenity Space Costs, which records shall be available for inspection or audit at the year end by the Lot A Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot A Owner.”
- (h) Section 7.01 is deleted in its entirety and replaced with the following:

“7.01 Equitable Charge over Lot A

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

- (i) Section 9.01(d) is deleted in its entirety and replaced with the following:

“(d) notwithstanding anything to the contrary herein contained, the City is a party to this Agreement for the purposes only of receiving any rights granted to it in this Section 9.00 and, without limiting the generality of the foregoing, neither the City nor any of its elected officials, officers, servants, employees or agents (each herein called a "City Party" and collectively called the "City Parties") will be liable for anything done or failed to be done pursuant to or associated with any provision within this Agreement or anything contemplated thereby, whether or not such act or omission was accompanied by negligence on the part of the City or any City Party;”

- (j) Section 9.01(e)(vi) is deleted in its entirety and replaced with the following:

“(vi) a claim made against the City or a City Party, notwithstanding Section 9.01(d) above; and”

- (k) Section 11.05 is deleted in its entirety and replaced with the following:

“11.05 Arbitration

In the event of any dispute or disagreement arising out of this Agreement or the interpretation of any provision hereof other than with respect to Section 7.00 which will be resolved through judicial proceedings, or any failure to reach agreement on any matter herein including, without limitation, any cost sharing provision (other than a dispute with respect to determinations and allocations to be made under Section 5.00 which shall be resolved pursuant to Section 5.05, or a dispute with respect to determinations and allocations to be made under Section 6.00 which shall be resolved pursuant to Section 6.05), the parties hereto agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 11.05 is not intended to nor is to be construed as preventing the parties hereto, or any of them, from seeking injunctive relief from the courts. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British



Columbia The Owners participating in such arbitration shall share equally in the costs of referring the choice of an arbitrator to a Judge of the Supreme Court of British Columbia, and the costs of the arbitration. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules.”

3. Agreement Ratified and Confirmed

Except as hereby expressly modified, the Agreement is hereby ratified and confirmed by the Owners and the City to the effect and with the intent that the Agreement and this Modification shall be read and construed as one document.

4. Amendment

No alteration or amendment of the Agreement or this Modification shall have effect unless the same is in writing and duly executed by the parties to be charged.

5. Binding Effect

This Modification shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

6. Time

Time shall be of the essence of this Modification.

7. Conflict

In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this Modification, the terms and conditions of this Modification will prevail.

IN WITNESS WHEREOF the parties hereto have executed this Modification by signing the General Instrument Part I attached hereto as of the date first above written on the said instrument.

**CONSENT AND PRIORITY 1**

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

AND WHEREAS HSBC Bank Canada ("**HSBC**") is the holder of the following charges or interests encumbering Lot A and/or Lot B, all of which have been registered in the Land Title Office under the numbers respectively indicated:

Mortgage CA8092116 and Assignment of Rents CA8092117 (together called the "**HSBC Security**");

NOW THEREFORE THIS INDENTURE WITNESSES that:

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

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

**CONSENT AND PRIORITY 2**

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

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

Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817) (collectively called the "**Aviva Security**");

NOW THEREFORE THIS INDENTURE WITNESSES that:

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

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



Related Document Number: **CB800274**  
 Fee Collected for Document: **\$15.52**

In reference to the Defect Notice issued on August 8, 2023, and in accordance therewith, I, Robyn Miles, Barrister and Solicitor, of Bosa Properties Inc., 1201 - 838 West Hastings Street, Vancouver, B.C. declare that:

1. A Form C Modification was filed for registration in the New Westminster Land Title Office on August 2, 2023 under numbers CB800274-CB800284 (the "Modification").
2. I request that the Registrar permit that Item 3 Nature of Interest be revised to delete the last charge therein, being Modification of Equitable Charge CA7580835.

I make this Declaration and know it to be true based on personal information/reasonable belief.

Robyn Miles  
 Barrister and Solicitor  
 Bosa Properties Inc.  
 1201 – 838 West Hastings Street  
 Vancouver, B.C. V6C 0A6  
 604.299.1363

<p><b>Electronic Signature</b></p> <p>Your electronic signature is a representation that</p> <ol style="list-style-type: none"> <li>(a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or</li> <li>(b) You are a designate authorized to certify this application under section 168.4 of the <i>Land Title Act</i>, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or</li> <li>(c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.</li> </ol>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p><b>Robyn Alexis Miles I23K2S</b></p> </div> <p style="font-size: small; margin-top: 5px;">Digitally signed by Robyn Alexis Miles I23K2S              Date: 2023-08-09 22:18:52 -07:00</p>
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Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

**EXHIBIT "R"**

**REGISTERED PARKING STALLS/STORAGE LOCKERS EASEMENT OVER LOT B (EXCEPT ASP 1)**

[See Attached]

# DECLARATION(S) ATTACHED



Land Title Act  
**Charge**  
General Instrument - Part 1

NEW WESTMINSTER LAND TITLE OFFICE  
AUG 02 2023 08:07:17.018  
**CB800315**

1. Application

Document Fees: \$78.17

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

UD South | Easement Agreement - Parking Stalls/Storage Lockers Lot A over Lot B

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101 EXCEPT AIR SPACE PLAN EPP115038</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 1</b>  <b>Dominant Lands: PID: 030-861-918 Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

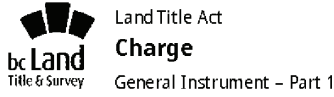
5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
<b>AS TO THE EASEMENT</b>	

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

\_\_\_\_\_

**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 #1100 - 838 WEST HASTINGS STREET  
 VANCOUVER BC V6C 0A6

TEL: 604.299.1363  
 Commission Expires: March 31, 2026

Execution Date

YYYY-MM-DD

**2023-07-11**

Transferor / Transferee / Party Signature(s)

**BLUESKY PROPERTIES (UD LANDS) INC.**  
 By their Authorized Signatory

\_\_\_\_\_

**Print Name: DALE BOSA**

**Officer Certification**

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

Witnessing Officer Signature

\_\_\_\_\_

**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 #1100 - 838 WEST HASTINGS STREET  
 VANCOUVER BC V6C 0A6

TEL: 604.299.1363  
 Commission Expires: March 31, 2026

Execution Date

YYYY-MM-DD

**2023-07-11**

Transferor / Transferee / Party Signature(s)

**BLUESKY PROPERTIES (UD LANDS) INC.**  
 By their Authorized Signatory

\_\_\_\_\_

**Print Name: DALE BOSA**

**Officer Certification**

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

<b>Electronic Signature</b>	<b>Anna Pogosjan</b> <b>F1CVUU</b>	Digitally signed by Anna Pogosjan F1CVUU Date: 2023-08-01 21:38:50 -07:00
Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i> , RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.		

UNIVERSITY DISTRICT NORTH

PAGE 3

**TERMS OF INSTRUMENT**

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

THIS AGREEMENT is dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

BETWEEN:

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

(the “**Grantor**”)

AND:

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

(the “**Grantee**”)

WHEREAS:

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

Parcel Identifier: 030-861-918

Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(the “**Servient Lands**”);

- B. The Grantor is constructing a development (the “**Grantor’s Development**”) on the Servient Lands which includes an underground parking facility (the “**Grantor’s Parking Facility**”) and related improvements;

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

Parcel Identifier: 030-861-926

Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101, Except Air Space Plan EPP115038



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(the “**Dominant Lands**”);

- D. The Grantee is constructing a development (the “**Grantee’s Development**”) on the Dominant Lands which includes an underground parking facility (the “**Grantee’s Parking Facility**”) and related improvements and is interconnected with the Grantor’s Parking Facility; and
- E. The Grantor has agreed to grant to the Grantee an easement over the Servient Lands in accordance with the terms and conditions contained herein.

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

## 1. GRANT OF EASEMENT

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

## 2. EASEMENT PLAN

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

## UNIVERSITY DISTRICT NORTH

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

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

3.1 Once the Grantor has constructed the Grantor’s Development and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Grantee’s Parking Stalls and the Grantee’s Storage Lockers, the Grantor will maintain, operate and repair the Grantor’s Parking Facility as would a prudent owner. In the event that the Grantor fails to so maintain, operate and repair the Grantor’s Parking Facility, the Grantee may, but will not be obliged to, do so at the cost of the Grantor and in such event the Grantor will pay to the Grantee, forthwith upon demand, all reasonable costs incurred in such maintenance, operation and repair.

3.2 For the purposes of this Section 3.2, the “**Grantee’s Proportionate Share**” means the fraction having as its numerator the number of Grantee’s Parking Stalls and the Grantee’s Storage Lockers and as its denominator the total number of parking stalls and storage lockers in the Grantor’s Parking Facility, as applicable. Once the Grantor has constructed the Grantor’s Development and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Grantee’s Parking Stalls and the Grantee’s Storage Lockers, the Grantee will pay to the Grantor the Grantee’s Proportionate Share of the reasonable costs incurred from time to time in maintaining, operating and repairing the Grantor’s Parking Facility, as reasonably determined by the Grantor, within 30 days of receipt of an invoice for the same. Upon request by the Grantee, the Grantor will provide a detailed summary of the costs incurred by the Grantor for which it is seeking reimbursement. If the Grantee reasonably objects in writing to any costs incurred from time to time in maintaining, operating and repairing the Grantor’s Parking Facility and the parties fail to agree, the matter will immediately be submitted to arbitration as provided in Section 8.1 and the Grantee will not be obligated to pay its contribution of such disputed costs to the Grantor unless determined to be so obligated by the arbitrator.

**4. COVENANTS OF THE GRANTOR**

4.1 The Grantor covenants and agrees that it will:

- (a) proceed diligently to construct the Grantor’s Development in a timely and commercially reasonable manner;
- (b) not do or permit to be done any act or thing which may, in the reasonable opinion of the Grantee, interfere with or obstruct access to the Grantor’s Parking Facility for the purposes contained in this Agreement or interfere with or cause any damage to the Grantor’s Parking Facility; and
- (c) subject to the terms and conditions contained in this Agreement, permit the Grantee to peaceably hold and enjoy the rights hereby granted for the period during which the Grantee accepts the grant of easement but not beyond the day, if ever, on which the Grantee provides the Grantor with a discharge of the easement herein granted.

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**5. COVENANTS OF THE GRANTEE**

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

**6. DEFAULT**

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

**7. SUBDIVISION**

- 7.1 The easement granted in Section 1.1 and the other covenants and agreements herein of the Grantor will be construed as running with the Servient Lands and as appurtenant to the Dominant Lands.
- 7.2 Subject to Section 7.4, if the Dominant Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the benefit of the easement granted in Section 1.1 and the other covenants and agreements herein will be annexed to and run with each of the new parcels, lots or other subdivided parcels and areas.
- 7.3 Subject to Section 7.4, if the Servient Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will continue to charge each of the new parcels, lots or other subdivided parcels and areas so created. Notwithstanding the foregoing, upon the registration of the Easement Plan, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will bind only the new parcels, lots or other subdivided parcels and areas upon which the Grantor’s Parking Facility Easement Area is located.
- 7.4 In the event the Dominant Lands or the Servient Lands are subdivided by the deposit of a strata plan in accordance with the *Strata Property Act* (British Columbia), as amended from time to time, then:
- (a) the benefit and burden of the easement granted in Section 1.1 and the other covenants and agreements herein will be automatically accepted on behalf of the owners of the strata lots by the strata corporation created thereby, without the need of further documentation, and will be administered, enforced, modified or released by the strata corporation only and, in particular, without limiting the generality of the foregoing, the strata corporation will make all payments required to be made under this Agreement and will receive all payments to be paid under this Agreement;
  - (b) the owners of the strata lots will not attempt to enforce or in any way interfere with the administration by the strata corporation of the easement granted in Section 1.1;

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- (c) the personal liability under this Agreement of each owner of a strata lot that enjoys the benefit of the Grantee's Parking Stalls and the Grantee's Storage Lockers, whichever is applicable, will be limited to the unit entitlement of the respective strata lot in the common property of the strata plan; and
- (d) any agreement to modify this Agreement or to modify the easement granted in Section 1.1 will require a special resolution of the strata corporation.

**8. ARBITRATION**

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

**9. MISCELLANEOUS**

- 9.1 The parties agree that a condition of the sale of either the Servient Lands or the Dominant Lands, as the case may be from time to time, will be that the purchaser or purchasers thereof will covenant in writing to be bound by and observe and perform each and every term, covenant and condition of this Agreement applicable to the Grantor or the Grantee, as the case may be.
- 9.2 Subject to Section 9.1, none of the covenants herein contained will be personal and binding on the Grantor and the Grantee except during their ownership of the Servient Lands and the Dominant Lands, respectively, and each such owner will be liable only for any breaches of such covenants that occur during their respective periods of such ownership.
- 9.3 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties and obligations under this Agreement.
- 9.4 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
- 9.5 Whenever it is required or desired that a party serve a notice on the other party, service will be deemed to be satisfactory and to have occurred:
- (a) on the date of service, if that party has been personally served; or
  - (b) on the date received or on the third business day after mailing in any Canadian post office, whichever is the earlier, if mailed by prepaid registered mail, so long as the notice is mailed to the party at the most recent address shown for that party in the records of the Land Title Office or to whatever address any party from time to time in writing notifies the other party.
- 9.6 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- 9.7 The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is used with reference thereto.

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- 9.8 Each party will from time to time execute and deliver (in registerable form where required), at the request of the other, all such further documents and do or cause to be done such further acts and things and give all such further assurances that may be necessary or desirable to facilitate the granting of the easement contained herein or the partial discharge of the same as contemplated in Section 2.1.
- 9.9 This Agreement will enure to the benefit of the Grantee and its respective successors and assigns and will be binding upon the Grantee and the Grantor and their respective successors and assigns notwithstanding any rule of law or equity to the contrary.
- 9.10 This Agreement will be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

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

END OF DOCUMENT



Related Document Number: **CB800315**  
Fee Collected for Document: **\$0.00**

In reference to the Defect Notice issued on August 8, 2023, and in accordance therewith, I, Anna Pogosjan, Barrister and Solicitor, of Bosa Properties Inc., 1201 - 838 West Hastings Street, Vancouver, B.C. declare that:

1. A Form C Easement was filed for registration in the New Westminster Land Title Office on August 2, 2023 under number CB800315 (the "Charge").
2. I request that the Registrar permit that the Part 2 Terms of Instrument for the Charge be deleted and replaced with the Part 2 Terms of Instrument attached hereto.

I make this Declaration and know it to be true based on personal information/reasonable belief.

Anna Pogosjan  
Barrister and Solicitor  
Bosa Properties Inc.  
1201 – 838 West Hastings Street  
Vancouver, B.C. V6C 0A6  
604.299.1363

#### Electronic Signature

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-08-09  
20:51:31 -07:00

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

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**TERMS OF INSTRUMENT**

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

THIS AGREEMENT is dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

BETWEEN:

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

(the “**Grantor**”)

AND:

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

(the “**Grantee**”)

WHEREAS:

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

Parcel Identifier: 030-861-926  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101 Except Air Space Plan EPP115038

(the “**Servient Lands**”);

- B. The Grantor is constructing a development (the “**Grantor’s Development**”) on the Servient Lands which includes an underground parking facility (the “**Grantor’s Parking Facility**”) and related improvements;

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

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(the “**Dominant Lands**”);

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- D. The Grantee is constructing a development (the “**Grantee’s Development**”) on the Dominant Lands which includes an underground parking facility (the “**Grantee’s Parking Facility**”) and related improvements and is interconnected with the Grantor’s Parking Facility; and
- E. The Grantor has agreed to grant to the Grantee an easement over the Servient Lands in accordance with the terms and conditions contained herein.

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

**1. GRANT OF EASEMENT**

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

**2. EASEMENT PLAN**

- 2.1 The parties acknowledge and agree that the easement granted in Section 1.1 will be a charge against the whole of the Servient Lands. Once the Grantor has substantially completed the Grantor’s Parking Facility on the Servient Lands, and upon the written request of one party hereto to the other, the right, liberty, easement, privilege and permission hereby granted will thereupon and thereafter be confined and restricted to those portions of the Servient Lands (which will thereafter be referred to as the “**Grantor’s Parking Facility Easement Area**”) containing the Grantor’s Parking Facility as will be precisely determined by a survey to be made by a British Columbia Land Surveyor at the sole cost of the Grantee and shown on a registrable plan of easement (the “**Easement Plan**”), which will be deposited in the Land Title Office together with such modification or partial discharge of this Agreement as may be required to confirm



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that the Grantor's Parking Facility Easement Area is limited to the area shown on the Easement Plan and that thereafter all references to the Grantor's Parking Facility will be deemed references to the Grantor's Parking Facility Easement Area, being the area shown on the Easement Plan. Each of the Grantor and the Grantee agrees to accept the accuracy of the Easement Plan, and will, at the sole cost of the Grantor, do, execute and deliver all further assurances, acts and documents, including any partial discharge or amendment of this Agreement, in registrable form, for the purpose of evidencing and giving full force and effect to the foregoing.

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

3.1 Once the Grantor has constructed the Grantor's Development and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Grantee's Parking Stalls and the Grantee's Storage Lockers, the Grantor will maintain, operate and repair the Grantor's Parking Facility as would a prudent owner. In the event that the Grantor fails to so maintain, operate and repair the Grantor's Parking Facility, the Grantee may, but will not be obliged to, do so at the cost of the Grantor and in such event the Grantor will pay to the Grantee, forthwith upon demand, all reasonable costs incurred in such maintenance, operation and repair.

3.2 For the purposes of this Section 3.2, the "**Grantee's Proportionate Share**" means the fraction having as its numerator the number of Grantee's Parking Stalls and the Grantee's Storage Lockers and as its denominator the total number of parking stalls and storage lockers in the Grantor's Parking Facility, as applicable. Once the Grantor has constructed the Grantor's Development and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Grantee's Parking Stalls and the Grantee's Storage Lockers, the Grantee will pay to the Grantor the Grantee's Proportionate Share of the reasonable costs incurred from time to time in maintaining, operating and repairing the Grantor's Parking Facility, as reasonably determined by the Grantor, within 30 days of receipt of an invoice for the same. Upon request by the Grantee, the Grantor will provide a detailed summary of the costs incurred by the Grantor for which it is seeking reimbursement. If the Grantee reasonably objects in writing to any costs incurred from time to time in maintaining, operating and repairing the Grantor's Parking Facility and the parties fail to agree, the matter will immediately be submitted to arbitration as provided in Section 8.1 and the Grantee will not be obligated to pay its contribution of such disputed costs to the Grantor unless determined to be so obligated by the arbitrator.

**4. COVENANTS OF THE GRANTOR**

4.1 The Grantor covenants and agrees that it will:

- (a) proceed diligently to construct the Grantor's Development in a timely and commercially reasonable manner;
- (b) not do or permit to be done any act or thing which may, in the reasonable opinion of the Grantee, interfere with or obstruct access to the Grantor's Parking Facility for the purposes contained in this Agreement or interfere with or cause any damage to the Grantor's Parking Facility; and
- (c) subject to the terms and conditions contained in this Agreement, permit the Grantee to peaceably hold and enjoy the rights hereby granted for the period during which the Grantee accepts the grant of easement but not beyond the day, if ever, on which the Grantee provides the Grantor with a discharge of the easement herein granted.

**5. COVENANTS OF THE GRANTEE**

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

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**6. DEFAULT**

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

**7. SUBDIVISION**

- 7.1 The easement granted in Section 1.1 and the other covenants and agreements herein of the Grantor will be construed as running with the Servient Lands and as appurtenant to the Dominant Lands.
- 7.2 Subject to Section 7.4, if the Dominant Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the benefit of the easement granted in Section 1.1 and the other covenants and agreements herein will be annexed to and run with each of the new parcels, lots or other subdivided parcels and areas.
- 7.3 Subject to Section 7.4, if the Servient Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will continue to charge each of the new parcels, lots or other subdivided parcels and areas so created. Notwithstanding the foregoing, upon the registration of the Easement Plan, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will bind only the new parcels, lots or other subdivided parcels and areas upon which the Grantor’s Parking Facility Easement Area is located.
- 7.4 In the event the Dominant Lands or the Servient Lands are subdivided by the deposit of a strata plan in accordance with the *Strata Property Act* (British Columbia), as amended from time to time, then:
- (a) the benefit and burden of the easement granted in Section 1.1 and the other covenants and agreements herein will be automatically accepted on behalf of the owners of the strata lots by the strata corporation created thereby, without the need of further documentation, and will be administered, enforced, modified or released by the strata corporation only and, in particular, without limiting the generality of the foregoing, the strata corporation will make all payments required to be made under this Agreement and will receive all payments to be paid under this Agreement;
  - (b) the owners of the strata lots will not attempt to enforce or in any way interfere with the administration by the strata corporation of the easement granted in Section 1.1;
  - (c) the personal liability under this Agreement of each owner of a strata lot that enjoys the benefit of the Grantee’s Parking Stalls and the Grantee’s Storage Lockers, whichever is applicable, will be limited to the unit entitlement of the respective strata lot in the common property of the strata plan; and
  - (d) any agreement to modify this Agreement or to modify the easement granted in Section 1.1 will require a special resolution of the strata corporation.

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**8. ARBITRATION**

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

**9. MISCELLANEOUS**

9.1 The parties agree that a condition of the sale of either the Servient Lands or the Dominant Lands, as the case may be from time to time, will be that the purchaser or purchasers thereof will covenant in writing to be bound by and observe and perform each and every term, covenant and condition of this Agreement applicable to the Grantor or the Grantee, as the case may be.

9.2 Subject to Section 9.1, none of the covenants herein contained will be personal and binding on the Grantor and the Grantee except during their ownership of the Servient Lands and the Dominant Lands, respectively, and each such owner will be liable only for any breaches of such covenants that occur during their respective periods of such ownership.

9.3 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties and obligations under this Agreement.

9.4 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.

9.5 Whenever it is required or desired that a party serve a notice on the other party, service will be deemed to be satisfactory and to have occurred:

- (a) on the date of service, if that party has been personally served; or
- (b) on the date received or on the third business day after mailing in any Canadian post office, whichever is the earlier, if mailed by prepaid registered mail, so long as the notice is mailed to the party at the most recent address shown for that party in the records of the Land Title Office or to whatever address any party from time to time in writing notifies the other party.

9.6 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

9.7 The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is used with reference thereto.

9.8 Each party will from time to time execute and deliver (in registerable form where required), at the request of the other, all such further documents and do or cause to be done such further acts and things and give all such further assurances that may be necessary or desirable to facilitate the granting of the easement contained herein or the partial discharge of the same as contemplated in Section 2.1.

UNIVERSITY DISTRICT SOUTH

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

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

END OF DOCUMENT

**EXHIBIT "R-1"**

**REGISTERED PARKING STALLS/STORAGE LOCKERS EASEMENT OVER LOT A**

[See Attached]

# DECLARATION(S) ATTACHED



Land Title Act  
**Charge**  
General Instrument - Part 1

NEW WESTMINSTER LAND TITLE OFFICE  
AUG 02 2023 08:07:17.017  
**CB800314**

1. Application

Document Fees: \$78.17

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

UD North | Easement Agreement - Parking Stalls/Storage Lockers Lot B over Lot A

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 1</b>  <b>Dominant Lands: PID: 030-861-926 Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101 except Air Space Plan EPP115038</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

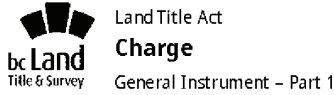
5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
<b>AS TO THE EASEMENT</b>	

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

\_\_\_\_\_

**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 #1100 - 838 WEST HASTINGS STREET  
 VANCOUVER BC V6C 0A6

TEL: 604.299.1363  
 Commission Expires: March 31, 2026

Execution Date

YYYY-MM-DD

**2023-07-11**

Transferor / Transferee / Party Signature(s)

**BLUESKY PROPERTIES (UD LANDS) INC.**  
 By their Authorized Signatory

\_\_\_\_\_

**Print Name: DALE BOSA**

**Officer Certification**

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

Witnessing Officer Signature

\_\_\_\_\_

**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 #1100 - 838 WEST HASTINGS STREET  
 VANCOUVER BC V6C 0A6

TEL: 604.299.1363  
 Commission Expires: March 31, 2026

Execution Date

YYYY-MM-DD

**2023-07-11**

Transferor / Transferee / Party Signature(s)

**BLUESKY PROPERTIES (UD LANDS) INC.**  
 By their Authorized Signatory

\_\_\_\_\_

**Print Name: DALE BOSA**

**Officer Certification**

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

<b>Electronic Signature</b>	<b>Anna Pogosjan</b> <b>F1CVUU</b>	Digitally signed by Anna Pogosjan F1CVUU Date: 2023-08-01 21:38:21 -07:00
Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i> , RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.		

UNIVERSITY DISTRICT SOUTH

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**TERMS OF INSTRUMENT**

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

THIS AGREEMENT is dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

BETWEEN:

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

(the “**Grantor**”)

AND:

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

(the “**Grantee**”)

WHEREAS:

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

Parcel Identifier: 030-861-926

Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101 Except Air Space Plan EPP115038

(the “**Servient Lands**”);

- B. The Grantor is constructing a development (the “**Grantor’s Development**”) on the Servient Lands which includes an underground parking facility (the “**Grantor’s Parking Facility**”) and related improvements;

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

Parcel Identifier: 030-861-918

Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(the “**Dominant Lands**”);



## UNIVERSITY DISTRICT SOUTH

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- D. The Grantee is constructing a development (the “**Grantee’s Development**”) on the Dominant Lands which includes an underground parking facility (the “**Grantee’s Parking Facility**”) and related improvements and is interconnected with the Grantor’s Parking Facility; and
- E. The Grantor has agreed to grant to the Grantee an easement over the Servient Lands in accordance with the terms and conditions contained herein.

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

**1. GRANT OF EASEMENT**

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

**2. EASEMENT PLAN**

- 2.1 The parties acknowledge and agree that the easement granted in Section 1.1 will be a charge against the whole of the Servient Lands. Once the Grantor has substantially completed the Grantor’s Parking Facility on the Servient Lands, and upon the written request of one party hereto to the other, the right, liberty, easement, privilege and permission hereby granted will thereupon and thereafter be confined and restricted to those portions of the Servient Lands (which will thereafter be referred to as the “**Grantor’s Parking Facility Easement Area**”) containing the Grantor’s Parking Facility as will be precisely determined by a survey to be made by a British Columbia Land Surveyor at the sole cost of the Grantee and shown on a registrable plan of easement (the “**Easement Plan**”), which will be deposited in the Land Title Office together with such modification or partial discharge of this Agreement as may be required to confirm

## UNIVERSITY DISTRICT SOUTH

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that the Grantor's Parking Facility Easement Area is limited to the area shown on the Easement Plan and that thereafter all references to the Grantor's Parking Facility will be deemed references to the Grantor's Parking Facility Easement Area, being the area shown on the Easement Plan. Each of the Grantor and the Grantee agrees to accept the accuracy of the Easement Plan, and will, at the sole cost of the Grantor, do, execute and deliver all further assurances, acts and documents, including any partial discharge or amendment of this Agreement, in registrable form, for the purpose of evidencing and giving full force and effect to the foregoing.

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

3.1 Once the Grantor has constructed the Grantor's Development and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Grantee's Parking Stalls and the Grantee's Storage Lockers, the Grantor will maintain, operate and repair the Grantor's Parking Facility as would a prudent owner. In the event that the Grantor fails to so maintain, operate and repair the Grantor's Parking Facility, the Grantee may, but will not be obliged to, do so at the cost of the Grantor and in such event the Grantor will pay to the Grantee, forthwith upon demand, all reasonable costs incurred in such maintenance, operation and repair.

3.2 For the purposes of this Section 3.2, the "**Grantee's Proportionate Share**" means the fraction having as its numerator the number of Grantee's Parking Stalls and the Grantee's Storage Lockers and as its denominator the total number of parking stalls and storage lockers in the Grantor's Parking Facility, as applicable. Once the Grantor has constructed the Grantor's Development and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Grantee's Parking Stalls and the Grantee's Storage Lockers, the Grantee will pay to the Grantor the Grantee's Proportionate Share of the reasonable costs incurred from time to time in maintaining, operating and repairing the Grantor's Parking Facility, as reasonably determined by the Grantor, within 30 days of receipt of an invoice for the same. Upon request by the Grantee, the Grantor will provide a detailed summary of the costs incurred by the Grantor for which it is seeking reimbursement. If the Grantee reasonably objects in writing to any costs incurred from time to time in maintaining, operating and repairing the Grantor's Parking Facility and the parties fail to agree, the matter will immediately be submitted to arbitration as provided in Section 8.1 and the Grantee will not be obligated to pay its contribution of such disputed costs to the Grantor unless determined to be so obligated by the arbitrator.

**4. COVENANTS OF THE GRANTOR**

4.1 The Grantor covenants and agrees that it will:

- (a) proceed diligently to construct the Grantor's Development in a timely and commercially reasonable manner;
- (b) not do or permit to be done any act or thing which may, in the reasonable opinion of the Grantee, interfere with or obstruct access to the Grantor's Parking Facility for the purposes contained in this Agreement or interfere with or cause any damage to the Grantor's Parking Facility; and
- (c) subject to the terms and conditions contained in this Agreement, permit the Grantee to peaceably hold and enjoy the rights hereby granted for the period during which the Grantee accepts the grant of easement but not beyond the day, if ever, on which the Grantee provides the Grantor with a discharge of the easement herein granted.

**5. COVENANTS OF THE GRANTEE**

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

## UNIVERSITY DISTRICT SOUTH

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**6. DEFAULT**

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

**7. SUBDIVISION**

- 7.1 The easement granted in Section 1.1 and the other covenants and agreements herein of the Grantor will be construed as running with the Servient Lands and as appurtenant to the Dominant Lands.
- 7.2 Subject to Section 7.4, if the Dominant Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the benefit of the easement granted in Section 1.1 and the other covenants and agreements herein will be annexed to and run with each of the new parcels, lots or other subdivided parcels and areas.
- 7.3 Subject to Section 7.4, if the Servient Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will continue to charge each of the new parcels, lots or other subdivided parcels and areas so created. Notwithstanding the foregoing, upon the registration of the Easement Plan, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will bind only the new parcels, lots or other subdivided parcels and areas upon which the Grantor’s Parking Facility Easement Area is located.
- 7.4 In the event the Dominant Lands or the Servient Lands are subdivided by the deposit of a strata plan in accordance with the *Strata Property Act* (British Columbia), as amended from time to time, then:
- (a) the benefit and burden of the easement granted in Section 1.1 and the other covenants and agreements herein will be automatically accepted on behalf of the owners of the strata lots by the strata corporation created thereby, without the need of further documentation, and will be administered, enforced, modified or released by the strata corporation only and, in particular, without limiting the generality of the foregoing, the strata corporation will make all payments required to be made under this Agreement and will receive all payments to be paid under this Agreement;
  - (b) the owners of the strata lots will not attempt to enforce or in any way interfere with the administration by the strata corporation of the easement granted in Section 1.1;
  - (c) the personal liability under this Agreement of each owner of a strata lot that enjoys the benefit of the Grantee’s Parking Stalls and the Grantee’s Storage Lockers, whichever is applicable, will be limited to the unit entitlement of the respective strata lot in the common property of the strata plan; and
  - (d) any agreement to modify this Agreement or to modify the easement granted in Section 1.1 will require a special resolution of the strata corporation.

## UNIVERSITY DISTRICT SOUTH

PAGE 7

**8. ARBITRATION**

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

**9. MISCELLANEOUS**

9.1 The parties agree that a condition of the sale of either the Servient Lands or the Dominant Lands, as the case may be from time to time, will be that the purchaser or purchasers thereof will covenant in writing to be bound by and observe and perform each and every term, covenant and condition of this Agreement applicable to the Grantor or the Grantee, as the case may be.

9.2 Subject to Section 9.1, none of the covenants herein contained will be personal and binding on the Grantor and the Grantee except during their ownership of the Servient Lands and the Dominant Lands, respectively, and each such owner will be liable only for any breaches of such covenants that occur during their respective periods of such ownership.

9.3 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties and obligations under this Agreement.

9.4 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.

9.5 Whenever it is required or desired that a party serve a notice on the other party, service will be deemed to be satisfactory and to have occurred:

- (a) on the date of service, if that party has been personally served; or
- (b) on the date received or on the third business day after mailing in any Canadian post office, whichever is the earlier, if mailed by prepaid registered mail, so long as the notice is mailed to the party at the most recent address shown for that party in the records of the Land Title Office or to whatever address any party from time to time in writing notifies the other party.

9.6 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

9.7 The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is used with reference thereto.

9.8 Each party will from time to time execute and deliver (in registerable form where required), at the request of the other, all such further documents and do or cause to be done such further acts and things and give all such further assurances that may be necessary or desirable to facilitate the granting of the easement contained herein or the partial discharge of the same as contemplated in Section 2.1.

UNIVERSITY DISTRICT SOUTH

PAGE 8

9.9 This Agreement will enure to the benefit of the Grantee and its respective successors and assigns and will be binding upon the Grantee and the Grantor and their respective successors and assigns notwithstanding any rule of law or equity to the contrary.

9.10 This Agreement will be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

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

END OF DOCUMENT



Related Document Number: **CB800314**  
 Fee Collected for Document: **\$0.00**

In reference to the Defect Notice issued on August 8, 2023, and in accordance therewith, I, Anna Pogosjan, Barrister and Solicitor, of Bosa Properties Inc., 1201 - 838 West Hastings Street, Vancouver, B.C. declare that:

1. A Form C Easement was filed for registration in the New Westminster Land Title Office on August 2, 2023 under number CB800314 (the "Charge").

2. I request that the Registrar permit that the Part 2 Terms of Instrument for the Charge be deleted and replaced with the Part 2 Terms of Instrument attached hereto.

I make this Declaration and know it to be true based on personal information/reasonable belief.

Anna Pogosjan  
 Barrister and Solicitor  
 Bosa Properties Inc.  
 1201 – 838 West Hastings Street  
 Vancouver, B.C. V6C 0A6  
 604.299.1363

<b>Electronic Signature</b>	<b>Anna Pogosjan F1CVUU</b>	Digitally signed by Anna Pogosjan F1CVUU Date: 2023-08-09 20:50:35 -07:00
Your electronic signature is a representation that		
<ul style="list-style-type: none"> <li>(a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or</li> <li>(b) You are a designate authorized to certify this application under section 168.4 of the <i>Land Title Act</i>, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or</li> <li>(c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.</li> </ul>		

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

UNIVERSITY DISTRICT NORTH

PAGE 3

**TERMS OF INSTRUMENT**

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

THIS AGREEMENT is dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

BETWEEN:

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

(the “**Grantor**”)

AND:

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

(the “**Grantee**”)

WHEREAS:

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

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(the “**Servient Lands**”);

- B. The Grantor is constructing a development (the “**Grantor’s Development**”) on the Servient Lands which includes an underground parking facility (the “**Grantor’s Parking Facility**”) and related improvements;

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

Parcel Identifier: 030-861-926  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101, Except Air Space Plan EPP115038

UNIVERSITY DISTRICT NORTH

PAGE 4

(the “**Dominant Lands**”);

- D. The Grantee is constructing a development (the “**Grantee’s Development**”) on the Dominant Lands which includes an underground parking facility (the “**Grantee’s Parking Facility**”) and related improvements and is interconnected with the Grantor’s Parking Facility; and
- E. The Grantor has agreed to grant to the Grantee an easement over the Servient Lands in accordance with the terms and conditions contained herein.

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

## 1. GRANT OF EASEMENT

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

## 2. EASEMENT PLAN

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



## UNIVERSITY DISTRICT NORTH

PAGE 5

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

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

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

**4. COVENANTS OF THE GRANTOR**

- 4.1 The Grantor covenants and agrees that it will:
- (a) proceed diligently to construct the Grantor’s Development in a timely and commercially reasonable manner;
  - (b) not do or permit to be done any act or thing which may, in the reasonable opinion of the Grantee, interfere with or obstruct access to the Grantor’s Parking Facility for the purposes contained in this Agreement or interfere with or cause any damage to the Grantor’s Parking Facility; and
  - (c) subject to the terms and conditions contained in this Agreement, permit the Grantee to peaceably hold and enjoy the rights hereby granted for the period during which the Grantee accepts the grant of easement but not beyond the day, if ever, on which the Grantee provides the Grantor with a discharge of the easement herein granted.

## UNIVERSITY DISTRICT NORTH

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**5. COVENANTS OF THE GRANTEE**

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

**6. DEFAULT**

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

**7. SUBDIVISION**

- 7.1 The easement granted in Section 1.1 and the other covenants and agreements herein of the Grantor will be construed as running with the Servient Lands and as appurtenant to the Dominant Lands.
- 7.2 Subject to Section 7.4, if the Dominant Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the benefit of the easement granted in Section 1.1 and the other covenants and agreements herein will be annexed to and run with each of the new parcels, lots or other subdivided parcels and areas.
- 7.3 Subject to Section 7.4, if the Servient Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will continue to charge each of the new parcels, lots or other subdivided parcels and areas so created. Notwithstanding the foregoing, upon the registration of the Easement Plan, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will bind only the new parcels, lots or other subdivided parcels and areas upon which the Grantor’s Parking Facility Easement Area is located.
- 7.4 In the event the Dominant Lands or the Servient Lands are subdivided by the deposit of a strata plan in accordance with the *Strata Property Act* (British Columbia), as amended from time to time, then:
- (a) the benefit and burden of the easement granted in Section 1.1 and the other covenants and agreements herein will be automatically accepted on behalf of the owners of the strata lots by the strata corporation created thereby, without the need of further documentation, and will be administered, enforced, modified or released by the strata corporation only and, in particular, without limiting the generality of the foregoing, the strata corporation will make all payments required to be made under this Agreement and will receive all payments to be paid under this Agreement;
  - (b) the owners of the strata lots will not attempt to enforce or in any way interfere with the administration by the strata corporation of the easement granted in Section 1.1;

## UNIVERSITY DISTRICT NORTH

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- (c) the personal liability under this Agreement of each owner of a strata lot that enjoys the benefit of the Grantee's Parking Stalls and the Grantee's Storage Lockers, whichever is applicable, will be limited to the unit entitlement of the respective strata lot in the common property of the strata plan; and
- (d) any agreement to modify this Agreement or to modify the easement granted in Section 1.1 will require a special resolution of the strata corporation.

**8. ARBITRATION**

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

**9. MISCELLANEOUS**

- 9.1 The parties agree that a condition of the sale of either the Servient Lands or the Dominant Lands, as the case may be from time to time, will be that the purchaser or purchasers thereof will covenant in writing to be bound by and observe and perform each and every term, covenant and condition of this Agreement applicable to the Grantor or the Grantee, as the case may be.
- 9.2 Subject to Section 9.1, none of the covenants herein contained will be personal and binding on the Grantor and the Grantee except during their ownership of the Servient Lands and the Dominant Lands, respectively, and each such owner will be liable only for any breaches of such covenants that occur during their respective periods of such ownership.
- 9.3 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties and obligations under this Agreement.
- 9.4 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
- 9.5 Whenever it is required or desired that a party serve a notice on the other party, service will be deemed to be satisfactory and to have occurred:
- (a) on the date of service, if that party has been personally served; or
  - (b) on the date received or on the third business day after mailing in any Canadian post office, whichever is the earlier, if mailed by prepaid registered mail, so long as the notice is mailed to the party at the most recent address shown for that party in the records of the Land Title Office or to whatever address any party from time to time in writing notifies the other party.
- 9.6 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- 9.7 The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is used with reference thereto.

UNIVERSITY DISTRICT NORTH

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- 9.8 Each party will from time to time execute and deliver (in registerable form where required), at the request of the other, all such further documents and do or cause to be done such further acts and things and give all such further assurances that may be necessary or desirable to facilitate the granting of the easement contained herein or the partial discharge of the same as contemplated in Section 2.1.
- 9.9 This Agreement will enure to the benefit of the Grantee and its respective successors and assigns and will be binding upon the Grantee and the Grantor and their respective successors and assigns notwithstanding any rule of law or equity to the contrary.
- 9.10 This Agreement will be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

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

END OF DOCUMENT

**EXHIBIT "S-1"**

**REGISTERED PARKING ACCESS EASEMENT OVER LOT A**

[See Attached]



1. Application

Document Fees: \$78.17

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

UD North | Parking Access Easement Lot B over Lot A

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 1</b>  <b>Dominant Lands: PID: 030-861-926 Lot B            Section 22 Block 5 North Range 2 West New            Westminster District Plan EPP79101, Except            part in Air Space Plan EPP115038</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC914328**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
AS TO THE EASEMENT	

7. Additional or Modified Terms

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD

**2023-07-11**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD

**2023-07-11**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

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

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-08-01  
21:38:04 -07:00

**TERMS OF INSTRUMENT - PART 2**

**EASEMENT AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_, 2023.

AMONG:

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

(the “**Grantor**”)

AND:

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

(the “**Grantee**”)

WHEREAS:

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

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(the “**Servient Lands**”);

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

Parcel Identifier: 030-861-926  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101,  
Except part in Air Space Plan EPP115038

(the “**Dominant Lands**”);

- C. BlueSky Properties (UD Lands) Inc. is constructing a residential strata development (the “**Development**”) on the Dominant Lands and the Servient Lands which includes an underground parking facility (the “**Parking Facility**”) and related improvements on the Dominant Lands and a driveway, vehicular ramp and related improvements (collectively, the “**Access Driveway**”) on a portion of the Servient Lands for the purposes of providing vehicular access to and egress from the Parking Facility;



- D. The Grantor has agreed to grant to the Grantee an easement over the Servient Lands in accordance with the terms and conditions contained herein; and
- E. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple.

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

## 1. GRANT OF EASEMENT

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

## 2. EASEMENT PLAN

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

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

- 3.1 For the purposes of this Section 3, the “**Grantee’s Proportionate Share**” means 100%, unless and until the Servient Lands are subdivided by the deposit in the Land Title Office of a strata plan in respect thereof, following which the Grantee’s Proportionate Share shall mean:
- (a) the percentage derived from the following ratio: Total Unit Entitlement of all strata lots in the strata plan subdividing the Servient Lands ÷ (Total Unit Entitlement of all strata lots in the strata plan subdividing the Servient Lands + Total Unit Entitlement of all strata lots in the strata plan subdividing the Dominant Lands); or
  - (b) such other percentage as the respective owner(s) of the Dominant Lands and the Servient Lands, each acting in their sole discretion, may determine from time to time.
- 3.2 Once the Access Driveway has been constructed and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Easement Area, the Grantor will maintain, operate and repair the Easement Area as would a prudent owner. In the event that the Grantor fails to so maintain, operate and repair the Easement Area, the Grantee may, but will not be obliged to, do so at the cost of the Grantor and in such event the Grantor will pay to the Grantee, forthwith upon demand, all reasonable costs incurred in such maintenance, operation and repair.
- 3.3 Once the Access Driveway has been constructed and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Easement Area, the Grantee will pay to the Grantor the Grantee’s Proportionate Share of the reasonable costs incurred from time to time in maintaining, operating and repairing the Easement Area, as reasonably determined by the Grantor, within 30 days of receipt of an invoice for the same. Upon request by the Grantee, the Grantor will provide a detailed summary of the costs incurred by the Grantor for which it is seeking reimbursement. If the Grantee reasonably objects in writing to any costs incurred from time to time in maintaining, operating and repairing the Easement Area and the parties fail to agree, the matter will immediately be submitted to arbitration as provided in Section 8.1 and the Grantee will not be obligated to pay its contribution of such disputed costs to the Grantor unless determined to be so obligated by the arbitrator.

### 4. COVENANTS OF THE GRANTOR

- 4.1 The Grantor covenants and agrees that it will:
- (a) once the Access Driveway has been constructed, not do or permit to be done any act or thing which may, in the reasonable opinion of the Grantee, interfere with or obstruct access to the Easement Area, whichever is applicable, for the purposes contained in this Agreement or interfere with or cause any damage to the Easement Area, whichever is applicable; and
  - (b) subject to the terms and conditions contained in this Agreement, permit the Grantee to peaceably hold and enjoy the rights hereby granted for the period during which the Grantee accepts the grant of easement but not beyond the day, if ever, on which the Grantee provides the Grantor with a discharge of the easement herein granted.

## 5. COVENANTS OF THE GRANTEE

5.1 The Grantee covenants and agrees that it will:

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

## 6. DEFAULT

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

## 7. SUBDIVISION

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

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

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

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

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

## **8. ARBITRATION**

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

## **9. MISCELLANEOUS**

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

- (b) on the date received or on the third business day after mailing in any Canadian post office, whichever is the earlier, if mailed by prepaid registered mail, so long as the notice is mailed to the party at the most recent address shown for that party in the records of the Land Title Office or to whatever address any party from time to time in writing notifies the other party.
- 9.6 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- 9.7 The word “including”, when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as “without limitation” or “without limiting the generality of the foregoing”) is used with reference thereto.
- 9.8 Each party will from time to time execute and deliver (in registerable form where required), at the request of the other, all such further documents and do or cause to be done such further acts and things and give all such further assurances that may be necessary or desirable to facilitate the granting of the easement contained herein or the partial discharge of the same as contemplated in Section 2.1.
- 9.9 This Agreement will enure to the benefit of the Grantee and its respective successors and assigns and will be binding upon the Grantee and the Grantor and their respective successors and assigns notwithstanding any rule of law or equity to the contrary.
- 9.10 This Agreement will be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

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

END OF DOCUMENT

**EXHIBIT "T"**

**FINAL COMMON PROPERTY LICENCE AGREEMENT**

[See Attached]

# **UNIVERSITY DISTRICT SOUTH**

## **COMMON PROPERTY LICENCE AGREEMENT**

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

**BETWEEN:**

**THE OWNERS, STRATA PLAN EPS7719**

(the “**Licensor**”)

**AND:**

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

(the “**Licensee**”)

**WHEREAS:**

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

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

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

#### **1.1 Definitions**

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

- (a) “**City**” means the City of Surrey, British Columbia;
- (b) “**Commercial Component**” means the air space parcel containing a commercial retail unit and legally described as:

PID 032-019-921  
Air Space Parcel 1 Section 22 Block 5 North Range 2 West New Westminster  
District Air Space Plan EPP115038;

- (c) **"Common Property"** means the common property within Strata Plan EPS7719, including, without limitation, the portion of the underground parking facility located within the UD South Development;
- (d) **"Licensee's Storage Room"** means the room located on Level 4 of the amenity facility located within the Common Property and labeled "Pool Maintenance", as shown in red and hatched on the sketch plan attached hereto as Schedule "A";
- (e) **"Development"** means, collectively, the UD South Development, the UD North Development and the Commercial Component;
- (f) **"Licensee's Works"** means, collectively, and without limitation, any and all works, actions and activities to be performed by the Licensee on the Common Property as required to fulfil any of the Licensee's ongoing obligations to the City in connection with the Development, if any, which are personal to the Licensee (or any affiliate thereof) and have not been assumed by the Strata Corporation, any works related to the completion or repair of the architectural precast fins installed on the exterior of one or more buildings comprising the Development, and any other works that the Licensee may deem necessary or desirable in its sole discretion to be performed on the Common Property and all other equipment, improvements and works constructed or installed by or on behalf of the Licensee within the Common Property from time to time;
- (g) **"Residents"** means the owners, tenants and other residents of the strata lots in Strata Plan EPS7719;
- (h) **"Term"** means the period commencing on the Commencement Date and ending on the Termination Date; and
- (i) **"Termination Date"** means \_\_\_\_\_;
- (j) **"UD North Development"** means the residential strata development known as **"University District North"** located at 13428 105 Avenue and 10468 University Drive, Surrey, British Columbia stratified by Strata Plan EPS7718; and
- (k) **"UD South Development"** means the residential strata development known as **"University District South"** located at 10428, 10448 and 10468 University Drive, Surrey, British Columbia stratified by Strata Plan EPS7719.

## 1.2 Severability of Provisions

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

## 1.3 Amendments, etc.

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

## 1.4 Headings

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



## **1.5 Interpretation**

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

## **1.6 Enurement**

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

## **ARTICLE 2 LICENCES**

### **2.1 Grant of Licences**

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

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

- (g) park vehicles upon any visitor parking stalls located on the Common Property as may be reasonably required in connection with carrying out any of the work contemplated herein; and
- (h) do all things necessary or incidental to the undertakings of the Licensee in connection with the above,

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

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

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

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

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

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

#### **3.3 Access**

The Strata Corporation will, from time to time upon request by the Licensee and at the Strata Corporation's sole cost and expense, provide the Licensee with means of access to any doors, gates, locks or other security or access control devices as the Licensee deems necessary or desirable in order to enable the Licensee to gain access to and egress from the Common Property in connection with the exercise of the Licensee's rights and licences hereunder and, without limiting the foregoing, the Strata Corporation will provide any keys, fobs, pass cards, security codes and other means of access which are required for access to the Common Property for the purposes contemplated herein. Furthermore, the Strata Corporation will use reasonable efforts to provide access to the Licensee to any Common Property which may only be accessible through Residents' strata lots, as deemed necessary or desirable by the Licensee in connection with the exercise of the Licensee's rights and licences hereunder, including, without limitation, requiring Residents to grant access to the Licensee to any such Common Property.

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

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

### **3.5 Consideration**

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

## **ARTICLE 4 NOTICES**

### **4.1 Method and Address**

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

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

1201 - 838 West Hastings Street  
Vancouver, B.C. V6C 0A6

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

### **4.2 Reference to Agreement**

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

### **4.3 Change of Address**

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

## **ARTICLE 5 MISCELLANEOUS**

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

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

## **5.2 Assignment**

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

## **5.3 Time of Essence**

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

## **5.4 Further Assurances**

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

## **5.5 Counterparts**

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

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

**5.6 Electronic Delivery**

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

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

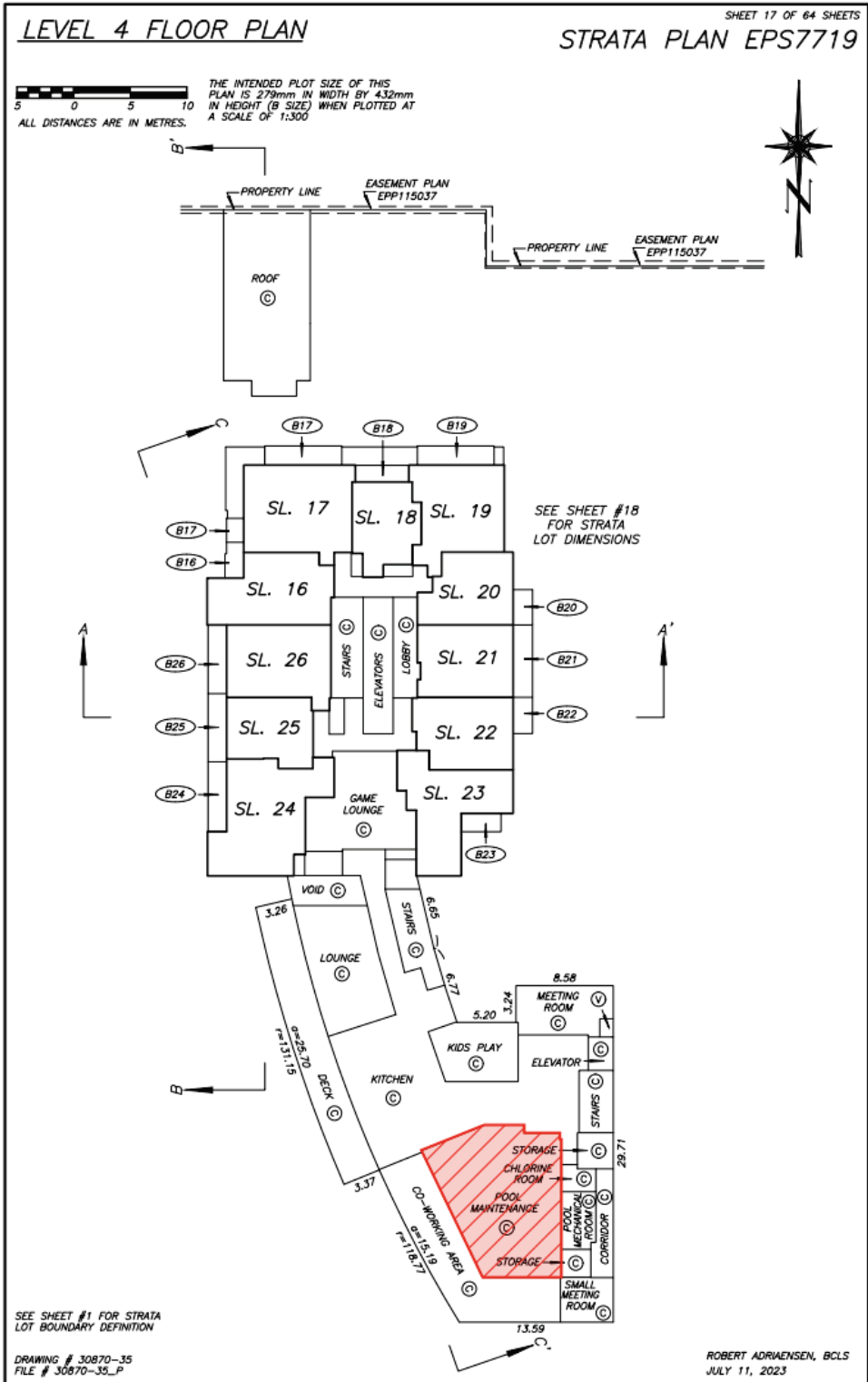
**THE OWNERS, STRATA PLAN EPS7719**  
by its authorized signatory:

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

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

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

# SCHEDULE A SKETCH PLAN OF LICENSEE'S STORAGE ROOM



**EXHIBIT "V"**

**FINAL DEFINITIONS AND EXHIBITS**

[See Attached]

## FINAL DEFINITIONS AND EXHIBITS

### Definitions:

In this Disclosure Statement:

“**Access Easement/No Build Covenant**” has the meaning set out in Section 4.3(b)(lviii); *[as indicated in the Final Amendment to the Disclosure Statement (the “Final Amendment”)]*

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

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

“**Actual Area**” has been intentionally deleted; *[as indicated in the Final Amendment]*

“**Additional Mortgage**” has been intentionally deleted; *[as indicated in the Final Amendment]*

“**Additional Parking/Storage for Development #2 (on Lot A)**” has the meaning set out in Section 3.9(a); *[as indicated in the Fourth Amendment]*

“**Adjustment Factor**” has been intentionally deleted; *[as indicated in the Final Amendment]*

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

“**Air Space Easement Agreement**” means the registered air space easement agreement between the South Tower Remainder Lands owner and the Commercial Air Space Parcel owner as described in Section 4.3(b)(lxxviii), a copy of which is attached as **Exhibit “X”**; *[as indicated in the Final Amendment]*

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

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

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

“**Assignment Fee**” has the meaning set out in Section 7.2.3(3); *[as indicated in the Final Amendment]*;

“**Auto Courtyard and Commercial Plaza Easement**” means the easement agreement entered into by the Nominee of each of Lot A and Lot B and to thereafter be binding upon the successors in title thereto, a registered copy of which easement agreement is attached hereto as “**Exhibit BB**”; *[as indicated in the Final Amendment]*

“**Auto Courtyard**” means the exterior grounds and above ground parking area located primarily in the common property of the Development and partly in the common property of the North Tower as further defined in Section 3.7; *[as indicated in the Final Amendment]*

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

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

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

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

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

“**Bike Rooms**” has been intentionally deleted; *[as indicated in the Final Amendment]*

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Carshare Amenity"** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

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

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

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

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

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

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

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

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

**"Commercial Air Space Parcel"** means the air space parcel containing the Commercial Component, to be created upon registration of the Lot B Air Space Subdivision Plan in the Land Title Office, including all rights, benefits, encumbrances and burdens that run with

or are appurtenant thereto, including those created in conjunction with the Lot B Air Space Subdivision Approval; *[as indicated in the Final Amendment]*

“**Commercial Component**” means approximately 2,400 square feet of ground floor commercial/retail premises, together with common property, for potential retail, commercial and/or office use, which has been constructed concurrently with South Tower on Lot B, and contained within the Commercial Air Space Parcel; *[as indicated in the Final Amendment]*

“**Commercial Stalls Agreement**” has the meaning set out in Section 3.7; *[as indicated in the Final Amendment]*

“**Commercial Stalls**” has the meaning set out in Section 3.7; *[as indicated in the Final Amendment]*

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

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

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

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

“**Completion Date**” has the meaning set out in Section 7.2.2(a); *[as indicated in the Final Amendment]*

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

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

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

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

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

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

“**CSAIR**” has the meaning set out in Section 7.2.3(3); *[as indicated in the Final Amendment]*

“**CSAIR Fees**” has the meaning set out in Section 7.2.3(3); *[as indicated in the Final Amendment]*

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

“**DES Agreement**” has the meaning set out in Section 4.3(liv); *[as indicated in the Fourth Amendment]*

“**Detention System**” has the meaning set out in Section 4.3(b)(xxx); *[as indicated in the Second Amendment]*

“**Developer Entity**” means any entity related to, or affiliated with, the Developer; *[as indicated in the Final Amendment]*

“**Developer’s PM Payment Obligation**” has the meaning set out in Section 1.6(j); *[as indicated in the Third Amendment to the Disclosure Statement (the “Third Amendment”)]*

“**Developer’s Storage Room**” has the meaning set out in Section 3.9(f); *[as indicated in the Final Amendment]*

“**Developer**” means, collectively, the Nominee and the Beneficial Owner; *[as indicated in the initial Disclosure Statement]*

“**Development**” or “**South Tower**” means the 38-storey concrete high-rise building with 11 ground floor townhouses containing 431 residential strata lots and common property, which is the subject matter of this Disclosure Statement; *[as indicated in the initial Disclosure Statement]*

“**Development #1**” means the initial component of the Project consisting of the North Tower and the North Tower Amenity Space constructed on Lot A, as further described in Section 2.1.1; *[as indicated in the Final Amendment]*

“**Development #2**” means the second and final component of the Project consisting of the South Tower, the South Tower Amenity Space and the Commercial Component which has been constructed on Lot B, and then subdivided by way of the Lot B Air Space Subdivision Plan; *[as indicated in the Final Amendment]*

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

**“Development Parking Stalls”** has the meaning set out in Section 3.7; *[as indicated in the Final Amendment]*

**“Development Permit”** means Development Permit Number No. 7918-0058-00 as authorized by the City; *[as indicated in the initial Disclosure Statement]*

**“Development Resident Stalls”** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**“Development Visitor Stalls”** has the meaning set out in Section 3.7; *[as indicated in the Final Amendment]*

**“District Energy System”** has the meaning set out in Section 3.14; *[as indicated in the initial Disclosure Statement]*

**“Easement Master Parking/Storage Agreement”** has been intentionally deleted; *[as indicated in the Final Amendment]*

**“Easement/No-Build Area”** has the meaning set out in Section 4.3(b)(lviii); *[as indicated in the Final Amendment]*

**“Eligible Purchaser”** has the meanings set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**“Eligible Strata Lot”** and **“Eligible Strata Lots”** have the meaning set out in Section 1.6(i); *[as indicated of the Third Amendment]*

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

**“EV Charger”** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**“EV Electricity Costs”** has the meaning set out in Section 3.8(j); *[as indicated in the Fourth Amendment]*

**“EV Infrastructure”** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**“EV Network Agreement”** has the meaning set out in Section 3.8(f); *[as indicated in the Final Amendment]*

**“EV Network Fees”** has the meaning set out in Section 3.8(g); *[as indicated in the Fourth Amendment]*

**“EV Network Operator”** has the meaning set out in Section 3.8(f); *[as indicated in the Final Amendment]*

**“EV Network Services”** has the meaning set out in Section 3.8(f); *[as indicated in the Fourth Amendment]*

**“EV Receptacle”** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**“EV Receptacle Fees”** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**“EV Stalls”** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**“EV User”** has the meaning set out in Section 3.8(i); *[as indicated in the Fourth Amendment]*

**“EV User Fees”** has the meaning set out in Section 3.8(h); *[as indicated in the Fourth Amendment]*

**“EV Visitor Stalls”** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**“Exclusive Use Amenity Furnishings”** has the meaning set out in Section 3.4; *[as indicated in the Fourth Amendment]*

**“Exclusive Use Amenity Room”** has the meaning set out in Section 2.1.2(d)(i); *[as indicated in the Fourth Amendment]*

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

**“First Mortgage”** has been intentionally deleted; *[as indicated in the Second Amendment]*

**“Green Lane”** has the meaning set out in Section 4.3(b)(xxxiv); *[as indicated in the Second Amendment]*

**“Heat Pump Unit”** has the meaning set out in Section 3.14; *[as indicated in the Fourth Amendment]*

**"HSBC"** means HSBC Bank of Canada; *[as indicated in the Final Amendment]*

**"HSBC Mortgage"** has the meaning set out in Section 4.3(b)(li); *[as indicated in the Third Amendment]*

**"Increased Aggregate Coverage Limit"** has the meaning set out in Section 7.1; *[as indicated in the First Amendment]*

**"Land Title Office"** means the New Westminster Land Title Office; *[as indicated in the initial Disclosure Statement]*

**"Lands"** has the meaning set out to in in Section 4.1; *[as indicated in the Final Amendment]*

**"Lease Back Addendum"** mean an addendum to the Agreement of Purchase and Sale signed between an Eligible Purchaser and the Developer in connection with the Lease Back Program; *[as indicated in the Final Amendment]*

**"Lease Back Program"** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**"Load Sharing Group"** has the meaning set out in Section 3.8(b); *[as indicated in the Fourth Amendment]*

**"Lot 188"** has the meaning set out in Sections 4.3(b)(xlvii) and 4.3(b)(xlviii); *[as indicated in the Second Amendment]*

**"Lot 188 Lessor"** has the meaning set out in Section 4.3(b)(xlviii); *[as indicated in the Second Amendment]*

**"Lot 29 SRW Area"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 29 Works"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 29", "Lot 30", "Lot 44", "Lot 45", "Lot 46" and "Lot 47"** each have the meaning set out in Section 4.1; *[as indicated in the initial Disclosure Statement]*

**"Lot 30 SRW Area"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 30 Works"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 44 SRW Area"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 44 Works"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 45 SRW Area"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 45 Works"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 46 SRW Area"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 46 Works"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 47 SRW Area"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot 47 Works"** has been intentionally deleted; *[as indicated in the Second Amendment]*

**"Lot A"** means the lands which are labeled as "Lot A" on the Subdivision Plan and whereupon Development #1 has been constructed, created upon registration of the Subdivision Plan in the Land Title Office for the subdivision of the Lands into Lot A and Lot B, including all rights, benefits, encumbrances and burdens that run with or are appurtenant thereto, including those created in conjunction with the Subdivision Approval. As of the date of filing the Subdivision Plan, title to Lot A has been issued by the Land Title Office and furthermore Lot A has been subdivided by deposit of strata plan EPS771; *[as indicated in the Final Amendment]*

**"Lot A Access Ramp"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Lot A Bicycle/Storage Lockers"** has the meaning set out in Section 3.9(b); *[as indicated in the Final Amendment]*

**"Lot A Parking Facility"** has the meaning set out in Section 1.6(d); *[as indicated in the Fourth Amendment]*

**"Lot A Parking Stalls"** has the meaning set out in Section 3.7; *[as indicated in the Final Amendment]*

**“Lot A Security Gate”** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**“Lot A Users”** has the meaning set out in Section 4.3(b)(xxxviii); *[as indicated in the Second Amendment]*

**“Lot B”** means the lands which are labeled as “Lot B” on the Subdivision Plan and whereupon Development #2 has been constructed, created upon registration of the Subdivision Plan in the Land Title Office for the subdivision of the Lands into Lot A and Lot B, including all rights, benefits, encumbrances and burdens that run with or are appurtenant thereto, including those created in conjunction with the Subdivision Approval. As of the date of filing the Final Amendment, Lot B has been air space subdivided to create the South Tower Remainder Lands and the Commercial Air Space Parcel and the South Tower Remainder Lands have been further subdivided by deposit of the Strata Plan, all as more particularly described in Section 4.1.; *[as indicated in the Final Amendment]*

**“Lot B Access Ramp”** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**“Lot B Air Space Subdivision Approval”** means the approval of the Lot B Air Space Subdivision Plan by the Approving Officer; *[as indicated in the initial Disclosure Statement]*

**“Lot B Air Space Subdivision Plan”** means the air space subdivision plan pursuant to which Lot B will be further subdivided to create the Commercial Air Space Parcel and the South Tower Remainder Lands; *[as indicated in the initial Disclosure Statement]*

**“Lot B Security Gate”** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**“Lot B Users”** has the meaning set out in Section 4.3(a)(ii); *[as indicated in the Second Amendment]*

**“Lots 95 and 96”** each have the meaning set out in Section 4.3(b)(xlix); *[as indicated in the Third Amendment]*

**“Master Parking/Storage Agreement”** has the meaning set out in Section 3.7 and is attached hereto as **Exhibit “H”**; *[as indicated in the Final Amendment]*

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

**“Neighbouring Developer”** has the meaning set out in Section 7.1; *[as indicated in the Third Amendment]*

**“Nominee”** means BlueSky Properties (UD Lands) Inc.; *[as indicated in the initial Disclosure Statement]*

**“North Tower”** means the 28-storey residential concrete high-rise building with ground floor townhouses containing 322 residential strata lots and common property; *[as indicated in the initial Disclosure Statement]*

**“North Tower Amenity Space”** means the amenity area including a children's play area and a detention pond/ water feature forming part of Development# 1, constructed concurrently with the North Tower and available to residents of the North Tower and the South Tower pursuant to the Reciprocal Amenity Use and Cost Sharing Agreement, between the North Tower lands owner and the South Tower Remainder Lands owner, and for further clarity will not be available for use by owners/occupants of the Commercial Component; *[as indicated in the Final Amendment]*

**“North Tower Bike Pavilion/Automated Parcel Lockers/Concierge and Security Desk Easement”** means the easement agreement entered into by the Nominee of each of Lot A and the South Tower Remainder Lands, and to thereafter be binding upon the successors in title thereto, a registered copy of which easement agreement is attached hereto as **“Exhibit DD”**; *[as indicated in the Final Amendment]*

**“North Tower Bike Pavilion”** has the meaning set out in Section 2.1.2(d)(v); *[as indicated in the Final Amendment]*

**“North Tower Bike Room”** has been intentionally deleted; *[as indicated in the Final Amendment]*

**“North Tower Master Parking/Storage Agreement”** has the meaning set out in Section 3.7; *[as indicated in the Final Amendment]*

**“North Tower Parking Stalls”** has the meaning set forth in Section 3.7; *[as indicated in the Final Amendment]*

**“North Tower Storage Lockers”** has the meaning set out in Section 3.9; *[as indicated in the Fourth Amendment]*

**“North Tower Strata Corporation”** means the strata corporation formed upon the filing in the Land Title Office of the strata plan for the subdivision of Lot A into approximately 322 strata lots; *[as indicated in the Fourth Amendment]*

**“Original Commitment Letters”** has the meaning set out Section 7.1; *[as indicated in the First Amendment]*

**"Original Principal"** has the meaning set out in Section 7.1; *[as indicated in the First Amendment]*

**"Outside Date"** has been intentionally deleted; *[as indicated in the Final Amendment]*

**"Parcel Lockers Contract"** has the meaning set out in Section 2.1.2(i); *[as indicated in the Final Amendment]*

**"Parking Access Easement over Lot A"** means the easement agreement to be entered into by the registered owner of each of Lot A and Lot B (except the Commercial Component), and to thereafter be binding upon the successors in title thereto, whereby access to a driveway, vehicular ramp and related improvements on a portion of Lot A is granted to the owners of the residential strata lots in the South Tower (but for greater certainty excluding the owners of the Commercial Component) for the purposes of providing vehicular access to and egress from the Parking Facility, a registered copy of which easement agreement is attached hereto as **Exhibit "S-1"**; *[as indicated in the Final Amendment]*

**"Parking Access Easement over Lot B"** means the easement agreement entered into by the registered owner of each of Lot A and Lot B, and to thereafter be binding upon the successors in title thereto, whereby access to a driveway, vehicular ramp and related improvements on a portion of Lot B is granted to the owners of the residential strata lots in the North Tower for the purposes of providing vehicular access to and egress from the Lot A Parking Facility, a registered copy of which easement agreement is attached hereto as **Exhibit "S"**; *[as indicated in the Final Amendment]*

**"Parking Access Easement"** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**"Parking Facility"** means the five-level secured underground parking facility in the Development; *[as indicated in the Final Amendment]*

**"Parking Facility/Storage Locker Lease and BosaVolt Charging Station Agreement"** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**"Parking Lease Encumbrance"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Parking Stalls Easement"** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**"Parking Stalls/Storage Lockers Easement over Lot A"** means the easement agreement to be entered into by the registered owner of each of Lot A and Lot B (but excluding the Commercial Component), and to thereafter be binding upon the successors in title thereto, whereby the owner of Lot B is granted the benefit of an easement over a portion of the Lot A Parking Facility to be constructed on Lot A in order to access the Lot A Parking Stalls and Lot A Storage Lockers, for purposes as described therein, for the benefit of the Project, a registered copy of which easement agreement is attached hereto as **Exhibit "R-1"**; *[as indicated in the Final Amendment]*

**"Parking Stalls/Storage Lockers Easement over Lot B"** means the easement agreement to be entered into by the registered owner of each of Lot A and Lot B (but excluding the Commercial Component), and to thereafter be binding upon the successors in title thereto, whereby the owner of Lot A is granted the benefit of an easement over a portion of the Parking Facility to be constructed on Lot B in order to access the Additional Parking/Storage for Development #1 (on Lot B), for purposes as described therein, for the benefit of the Project, a registered copy of which easement agreement is attached hereto as **Exhibit "R"**; *[as indicated in the Final Amendment]*

**"Parking/Storage Easement Areas on Lot A"** has been intentionally deleted; *[as indicated in the Final Amendment]*

**"Partial Assignment of the Master Parking/Storage Agreement"** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**"Permitted User"** has the meaning set out in Section 7.4(j); *[as indicated in the Fourth Amendment]*

**"Policy Statement 1"** has the meaning set out in Section 5.1; *[as indicated in the Second Amendment]*

**"Prescribed Information and Records"** has the meaning set out in Section 7.2.3(1)(c); *[as indicated in the initial Disclosure Statement]*

**"Previous Mortgages"** has been intentionally deleted; *[as indicated in the First Amendment]*

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

**"Principal Holder"** has the meaning set out in Section 1.8; *[as indicated in the initial Disclosure Statement]*

**"Program Management Agreement"** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**"Program PM"** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**"Project"** means, collectively, Development #1 and Development #2, as further described in Section 2.1.1(a); *[as indicated in the Final Amendment]*

**"Project Concierge/Security Services"** means the shared Concierge Services for the Development and Development #1, and Security Services for the Project, the central operations for which will be located in the lobby of the Amenity Facility, as described in Section 2.1.2(d)(i); *[as indicated in the Final Amendment]*

**"Project Manager"** has the meaning set out in Section 1.6(b); *[as indicated in the initial Disclosure Statement]*

**"Public Art Feature"** has the meaning set out in Section 2.1.2(d)(iii); *[as indicated in the Final Amendment]*

**"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act* S.B.C. 2004, Chapter 41; *[as indicated in the initial Disclosure Statement]*

**"Reciprocal Amenity Use and Cost Sharing Agreement"** means the agreement entered into by the registered owner of each of Lot A and Lot B (but excluding the Commercial Component), and binding upon the successors in title thereto, whereby access to the North Tower Amenity Space is granted by the owners of the residential strata lots within the North Tower to the owners of the residential strata lots within the South Tower, and whereby access to the South Tower Amenity Space is granted by the owners of the residential strata lots within the South Tower to the owners of the residential strata lots within the North Tower, and cost sharing obligations with respect to repair, replacement, maintenance, operation and management of the North Tower Amenity Space, the South Tower Amenity Space, and the facilities and equipment therein, are allocated between the owners of residential strata lots within the North Tower and the South Tower, together with such other easements, covenants and equitable charges as may be necessary or desirable in respect of the North Tower Amenity Space and the South Tower Amenity Space, the registered copy of which is attached hereto as **Exhibit "Q"**; *[as indicated in the Fourth Amendment]*

**"Reciprocal Project Facilities Use and Cost Sharing Agreements"** has the meaning set out in section 2.1.2(g); *[as indicated in the Final Amendment]*

**"Reciprocal Shared Residential Amenity / Facilities Use and Cost Sharing Agreements"** has the meaning set out in section 2.1.2(g); *[as indicated in the Final Amendment]*

**"Reciprocal Shoring and Crane Swing Easement"** has the meaning set out in section 4.3(a)(v); *[as indicated in the Second Amendment]*

**"REDMA Regulation"** has the meaning set out in Section 7.2.3(1)(a); *[as indicated in the initial Disclosure Statement]*

**"Regulation"** means the Strata Property Regulation, B.C. Reg. 158/2015, as amended; *[as indicated in the initial Disclosure Statement]*

**"Related Developer(s)"** means one or more companies affiliated with the Developer; *[as indicated in the Fourth Amendment]*

**"Released Parties"** has the meaning set out in Section 7.2.3(4); *[as indicated in the initial Disclosure Statement]*

**"Resident Disability Stalls"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Resident EV Stalls"** has the meaning set out in Section 3.8(a); *[as indicated in the Fourth Amendment]*

**"Resident Stalls"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Roughed-In Only Stalls"** has the meaning set out in Section 3.8(b); *[as indicated in the Fourth Amendment]*

**"RRPM Addendum"** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**"RRPM Program"** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**"RRPM Program Agreements"** has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

**"SCDC"** has been intentionally deleted; *[as indicated in the First Amendment]*

**"SCDC Mortgage"** has been intentionally deleted; *[as indicated in the First Amendment]*

**"Second Supplemental Commitment Letter"** has the meaning set out in Section 7.1; *[as indicated by the First Amendment]*

**"Section 218 Statutory Right of Way"** means a covenant entered into by the Developer pursuant to section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended; *[as indicated in the initial Disclosure Statement]*

**"Section 219 Covenant"** means a covenant entered into by the Developer pursuant to section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended; *[as indicated in the initial Disclosure Statement]*

**"Secured Bike Stalls"** has the meaning set out in Section 3.9(d); *[as indicated in the Fourth Amendment]*

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

**"Service Facilities"** has the meaning set out in Section 2.1.2(j); *[as indicated in the Fourth Amendment]*

**"Shared Amenity Furnishings"** has the meaning set out in Section 3.4; *[as indicated in the Fourth Amendment]*

**"Shared Bike Storage Easement"** has been intentionally deleted; *[as indicated in the Final Amendment]*

**"Shared Disability Visitor Stall"** has the meaning set out in Section 3.7; *[as indicated in the Final Amendment]*

**"Shared Disability Visitor Stall Easement"** has been intentionally deleted; *[as indicated in the Final Amendment]*

**"Shared Large-Vehicle Loading Stall"** has the meaning set out in Section 3.7; *[as indicated in the Final Amendment]*

**"Shared Large-Vehicle Loading Stall Easement"** has been intentionally deleted; *[as indicated in the Final Amendment]*

**"Shared Parking Facility Areas on Lot A"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Shared Parking Facility Areas on Lot B"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"Shared Parking Facility Areas"** has the meaning set out in Section 2.1.2(g)(ii); *[as indicated in the Fourth Amendment]*

**"Shared Parking Facility Easements"** has the meaning set out in Section 2.1.2(g); *[as indicated in the Final Amendment]*

**"Shared Project Expenses"** has the meaning set out in Section 2.1.2(g); *[as indicated in the Fourth Amendment]*

**"Shared Project Facilities"** has the meaning set out in Section 2.1.2(g)(iv); *[as indicated in the Fourth Amendment]*

**"Shared Residential Amenities/Facilities"** has the meaning set out in Section 2.1.2(g)(i); *[as indicated in the Fourth Amendment]*

**"Shared Residential Expenses"** has the meaning set out in Section 2.1.2(g); *[as indicated in the Fourth Amendment]*

**"Shared UD South Facilities"** has the meaning set out in Section 2.1.2(g)(iv); *[as indicated in the Fourth Amendment]*

**"Shared Vehicle"** has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Fourth Amendment]*

**"Shared Visitor Stall"** has the meaning set out in Section 3.7; *[as indicated in the Final Amendment]*

**"Shared Visitor/Short-Term Loading Stalls"** has the meaning set out in Section 3.7 *[as indicated in the Final Amendment]*

**"Shared Visitor/Short-Term Loading Stalls Easement"** has been intentionally deleted; *[as indicated in Final Amendment]*

**"Small Car Stalls"** has the meaning set out in Section 3.7; *[as indicated in the Fourth Amendment]*

**"South Tower"** means the 38-storey concrete high-rise building with ground floor townhouses containing approximately 431 residential strata lots and common property, which is the subject matter of this Disclosure Statement; *[as indicated in the initial Disclosure Statement]*

**"South Tower Amenity Space"** means the amenities and facilities including, without limitation, the amenities and facilities more particularly described in Section 2.1.2(d)(i)-(iv), all forming part of the Development and available to residents of the North Tower and the South Tower, pursuant to the Reciprocal Amenity Use and Cost Sharing Agreement, between the owner of Lot A and the owner



of Lot B, and for further clarity will not be available for use by owners/occupants of the Commercial Component;" *[as indicated in the Fourth Amendment]*

"**South Tower Bike Pavilion**" has the meaning set out in Section 2.1.2(d)(iv); *[as indicated in the Final Amendment]*

"**South Tower Disability Stall**" has been intentionally deleted; *[as indicated in the Final Amendment]*

"**South Tower Remainder Lands**" means the parcel of land containing South Tower, to be created upon registration of the Lot B Air Space Subdivision Plan in the Land Title Office, including all rights, benefits, encumbrances and burdens that run with or are appurtenant thereto, including those created in conjunction with the Lot B Air Space Subdivision Approval; *[as indicated in the initial Disclosure Statement]*

"**South Tower Visitor Disability Stall**" has the meaning set out in Section 3.7; *[as indicated in the Final Amendment]*

"**South Tower Visitor/Short-Term Loading Stall**" has the meaning set out in Section 3.7; *[as indicated in the Final Amendment]*

"**SRW Area**" has been intentionally deleted; *[as indicated in the Second Amendment]*

"**Standard Bylaws**" means the "Standard Bylaws" pursuant to the *Strata Property Act*; *[as indicated in the initial Disclosure Statement]*

"**Storage Lockers Easement**" has been intentionally deleted; *[as indicated in the Final Amendment]*

"**Strata Corporation**" means the strata corporation in respect of the South Tower, formed upon filing in the Land Title Office of the Strata Plan for the subdivision of South Tower Remainder Lands; *[as indicated in the initial Disclosure Statement]*

"**Strata Lots**" means the residential strata lots created upon the filing in the Land Title Office of the Strata Plan that subdivides the South Tower into 431 strata lots and common property and "**Strata Lot**" means any one of them; *[as indicated in the Final Amendment]*

"**Strata Plan**" means the final surveyed strata plan of the South Tower attached hereto as **Exhibit "C"**; *[as indicated in the initial Disclosure Statement]*

"**Subdivision Approval**" means the approval of the Subdivision Plan by the Approving Officer; *[as indicated in the initial Disclosure Statement]*

"**Subdivision Plan**" means the subdivision plan number EPP79101 prepared by Bennett Land Surveying Ltd., B.C. and Canada Land Surveyors and Engineers, pursuant to which the Lands have been subdivided to create Lot A and Lot B, a registered copy of which is attached hereto as **Exhibit "B"**; *[as indicated in the Fourth Amendment]*

"**Sustainable Drainage System**" has the meaning set out in Section 4.3(b)(xxx); *[as indicated in the Second Amendment]*

"**Target Rent**" has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

"**Telecommunications Equipment**" has the meaning set out in Section 3.14.1; *[as indicated in the Fourth Amendment]*

"**TELUS**" has the meaning set out in Section 4.3(b)(i); *[as indicated in the Second Amendment]*

"**Tenancy Agreement**" has the meaning set out in Section 7.2.5; *[as indicated in the initial Disclosure Statement]*

"**Term**" has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

"**UD Car Share Membership**" has the meaning set out in Section 7.4(j); *[as indicated in the Fourth Amendment]*

"**UD Parking**" means BlueSky Properties (UD Parking) Inc.; *[as indicated in the initial Disclosure Statement]*

"**UD Prepaid Membership Cap**" has the meaning set out in Section 7.4(j); *[as indicated in the Fourth Amendment]*

"**Unit Entitlement**" has the meaning set out in Section 3.1; *[as indicated in the initial Disclosure Statement]*

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

"**Vendor's Rental Revenue Contribution**" has the meaning set out in Section 7.2.5; *[as indicated in the Third Amendment]*

“Visitor EV Charger” has the meaning set out in Section 3.8(e); [as indicated in the Final Amendment]

“Visitor EV Users” has the meaning set out in Section 3.8(e); [as indicated in the Fourth Amendment]

#### Statutory Definitions

Words and phrases defined in the *Strata Property Act* and used in this Disclosure Statement have the meanings given in the *Strata Property Act* unless inconsistent with the subject matter or context.

#### List of Exhibits

EXHIBIT “A”	Proposed Project Concept Plan
EXHIBIT “B”	Registered Subdivision Plan
EXHIBIT “C”	Registered Strata Plan EPS7719
EXHIBIT “D”	Registered Form V – Schedule of Unit Entitlement
EXHIBIT “E”	Final Estimated Operating Budgets
EXHIBIT “F”	Final Estimated Monthly Maintenance Fees per Strata Lot
EXHIBIT “G”	Registered Form Y – Owner Developer’s Notice of Different Bylaws
EXHIBIT “H”	Final Master Parking/Storage Agreement
EXHIBIT “I”	Final Form of Partial Assignment of Master Parking/Storage Agreement
EXHIBIT “J”	<i>Intentionally Deleted</i>
EXHIBIT “K”	Handling Deposits – sections 18 and 19 of <i>Real Estate Development Marketing Act</i>
EXHIBIT “L”	Final Form of Agreement of Purchase and Sale
EXHIBIT “M”	Final Management Agreement
EXHIBIT “N”	Registered Roof Lease
EXHIBIT “O”	Copy of City of Surrey Zoning Text Applicable to the Project
EXHIBIT “P-1”	<i>Intentionally Deleted</i>
EXHIBIT “Q”	Registered Reciprocal Amenity Use and Cost Sharing Agreement
EXHIBIT “Q-1”	Modification of Reciprocal Amenity Use and Cost Sharing Agreement
EXHIBIT “R”	Registered Parking Stalls/Storage Lockers Easement over Lot B (except ASP 1)
EXHIBIT “R-1”	Registered Parking Stalls/Storage Lockers Easement over Lot A
EXHIBIT “S”	Registered Parking Access Easement over Lot B
EXHIBIT “S-1”	Registered Parking Access Easement over Lot A
EXHIBIT “T”	Final Common Property Licence Agreement
EXHIBIT “U”	Concordance Table of Previous & Newly Assigned Townhouse Civic Addresses
EXHIBIT “V”	Final Definitions and Exhibits
EXHIBIT “W”	Registered Air Space Subdivision Plan and Final Colour Overlays
EXHIBIT “X”	Registered Air Space Easement Agreement
EXHIBIT “Y”	Registered Reciprocal Easement for Building Systems
EXHIBIT “Z”	Registered Access Easement/No Build Covenant over part of Lot B
EXHIBIT “AA”	Registered Easement for Parking Facility Common Wall
EXHIBIT “BB”	Registered Auto Courtyard and Commercial Plaza Easement
EXHIBIT “CC”	Registered North Tower Bike Pavilion/Automated Parcel Lockers/Concierge and Security Desk Easement
EXHIBIT “DD”	Final Party Wall Agreement
EXHIBIT “EE”	Final Co-operative Carsharing Agreement

**EXHIBIT "W"**

**REGISTERED AIR SPACE SUBDIVISION PLAN AND FINAL COVER OVERLAYS**

[See Attached]

AIR SPACE PLAN EPP115038

AIR SPACE PLAN OF PART OF LOT B, SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST, NEW WESTMINSTER DISTRICT, PLAN EPP79101

BCCS 92C.016



ALL DISTANCES ARE IN METRES.  
THE INTENDED PLAN SIZE OF THIS DRAWING IS 1:400 WHEN PLOTTED AT A SCALE OF 1:400.

THIS PLAN LIES WITHIN INTEGRATED SURVEY AREA NO. 1 (CITY OF SUDBURY) TMD 63 (CSRS) 4.0.0.BC.1.WARD

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- DENOTES LEAD BLUE PLACED
- DENOTES NUMBER
- DENOTES ELEVATION
- DENOTES PART
- DENOTES PANEL
- DENOTES PREVIOUSLY TIED/PLACED
- DENOTES NEW DESIGNED (LAST)
- DENOTES PREVIOUSLY ESTABLISHED CONTROL
- DENOTES AIR SPACE PARCEL COORDINATE POINT NUMBER TO (TYPICAL)
- DENOTES DIRECTION OF ISOMETRIC VIEW

THE FIELD SURVEY INSTRUMENTS USED IN THIS SURVEY WERE CALIBRATED ON THE DATE OF SURVEY BY THE SURVEYOR. THE SURVEYOR'S CERTIFICATE OF CALIBRATION IS FILED WITH THIS PLAN.

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT

THE FIELD SURVEY INSTRUMENTS USED IN THIS SURVEY WERE CALIBRATED ON THE DATE OF SURVEY BY THE SURVEYOR. THE SURVEYOR'S CERTIFICATE OF CALIBRATION IS FILED WITH THIS PLAN.

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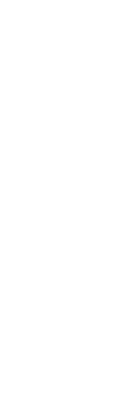
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SECTION 22



SECTION 22  
BLOCK 5 NORTH  
RANGE 2 WEST

UNIVERSITY DRIVE  
104th AVENUE

Rem. B  
PLAN EPP79101

AIR SPACE PCL 1  
P.T. 13

188  
PLAN 64463

SEE DETAIL "A"

SEE DETAIL "B"

SEE DETAIL "C"

SEE DETAIL "D"

SEE DETAIL "E"

SEE DETAIL "F"

SEE DETAIL "G"

SEE DETAIL "H"

SEE DETAIL "I"

SEE DETAIL "J"

SEE DETAIL "K"

SEE DETAIL "L"

SEE DETAIL "M"

SEE DETAIL "N"

SEE DETAIL "O"

SEE DETAIL "P"

SEE DETAIL "Q"

SEE DETAIL "R"

SEE DETAIL "S"

SEE DETAIL "T"

ISOMETRIC VIEW



ISOMETRIC VIEW  
ELEVATION 81.06 TO 86.65  
NOT TO SCALE

Rem. B  
PLAN EPP79101

AIR SPACE PCL 1  
P.T. 13

188  
PLAN 64463

SEE DETAIL "A"

SEE DETAIL "B"

SEE DETAIL "C"

SEE DETAIL "D"

SEE DETAIL "E"

SEE DETAIL "F"

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SEE DETAIL "H"

SEE DETAIL "I"

SEE DETAIL "J"

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SEE DETAIL "P"

SEE DETAIL "Q"

SEE DETAIL "R"

SEE DETAIL "S"

SEE DETAIL "T"

DETAIL "A"



DETAIL "A"  
NOT TO SCALE

Rem. B  
PLAN EPP79101

AIR SPACE PCL 1  
P.T. 13

188  
PLAN 64463

SEE DETAIL "A"

SEE DETAIL "B"

SEE DETAIL "C"

SEE DETAIL "D"

SEE DETAIL "E"

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SEE DETAIL "O"

SEE DETAIL "P"

SEE DETAIL "Q"

SEE DETAIL "R"

SEE DETAIL "S"

SEE DETAIL "T"

DETAIL "B"



DETAIL "B"  
NOT TO SCALE

Rem. B  
PLAN EPP79101

AIR SPACE PCL 1  
P.T. 13

188  
PLAN 64463

SEE DETAIL "A"

SEE DETAIL "B"

SEE DETAIL "C"

SEE DETAIL "D"

SEE DETAIL "E"

SEE DETAIL "F"

SEE DETAIL "G"

SEE DETAIL "H"

SEE DETAIL "I"

SEE DETAIL "J"

SEE DETAIL "K"

SEE DETAIL "L"

SEE DETAIL "M"

SEE DETAIL "N"

SEE DETAIL "O"

SEE DETAIL "P"

SEE DETAIL "Q"

SEE DETAIL "R"

SEE DETAIL "S"

SEE DETAIL "T"

COORDINATE TABLE

PN	NORTHINGS	EASTINGS	COORDINATE	TABLE	EASTINGS	ELEV
1	2000.000	1000.000	81.06	18	2012.869	1019.991
2	2017.533	988.884	81.08	30	2000.000	1000.000
3	2017.533	988.884	81.08	30	2000.000	1000.000
4	2017.533	988.884	81.08	30	2000.000	1000.000
5	2017.533	988.884	81.08	30	2000.000	1000.000
6	2017.533	988.884	81.08	30	2000.000	1000.000
7	2017.533	988.884	81.08	30	2000.000	1000.000
8	2017.533	988.884	81.08	30	2000.000	1000.000
9	2017.533	988.884	81.08	30	2000.000	1000.000
10	2017.533	988.884	81.08	30	2000.000	1000.000
11	2017.533	988.884	81.08	30	2000.000	1000.000
12	2017.533	988.884	81.08	30	2000.000	1000.000
13	2017.533	988.884	81.08	30	2000.000	1000.000
14	2017.533	988.884	81.08	30	2000.000	1000.000
15	2017.533	988.884	81.08	30	2000.000	1000.000
16	2017.533	988.884	81.08	30	2000.000	1000.000
17	2017.533	988.884	81.08	30	2000.000	1000.000
18	2017.533	988.884	81.08	30	2000.000	1000.000

BOOK OF REFERENCE

DATE: 2023-08-24

FILE # 2023-08-24

REVISION #1

DATE: 2023-08-24

FILE # 2023-08-24

REVISION #1

DATE: 2023-08-24

FILE # 2023-08-24

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FILE # 2023-08-24

REVISION #1

DATE: 2023-08-24

FILE # 2023-08-24

REVISION #1

DATE: 2023-08-24

FILE # 2023-08-24

SKETCH PLAN OF AIR SPACE PARCEL 1,  
SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST,  
N.W.D., AIR SPACE PLAN EPP115038

B.C.G.S. 92G.016

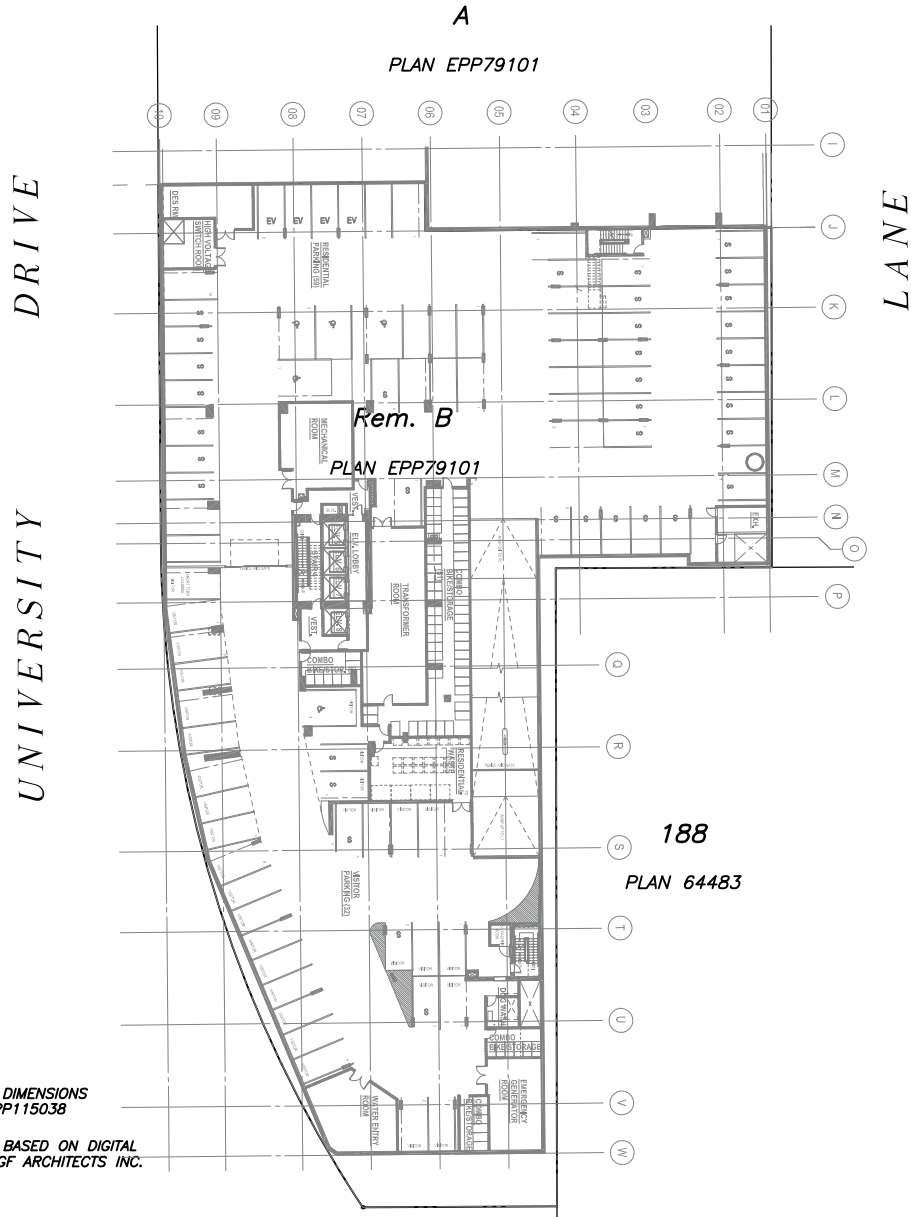
SCALE 1:500



ALL DISTANCES ARE IN METRES.



PARKING LEVEL P1



NOTES:

FOR AIR SPACE PARCEL DIMENSIONS  
SEE AIR SPACE PLAN EPP115038

INFORMATION SHOWN IS BASED ON DIGITAL  
DATA RECEIVED FROM ZGF ARCHITECTS INC.  
ON MARCH 6, 2022



- DENOTES AIR SPACE PARCEL 1  
(COMMERCIAL UNIT)

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # 30870-45  
FILE # 30870-45  
DATE : MARCH 29, 2023

104th AVENUE

SKETCH PLAN OF AIR SPACE PARCEL 1,  
SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST,  
N.W.D., AIR SPACE PLAN EPP115038

B.C.G.S. 92G.016

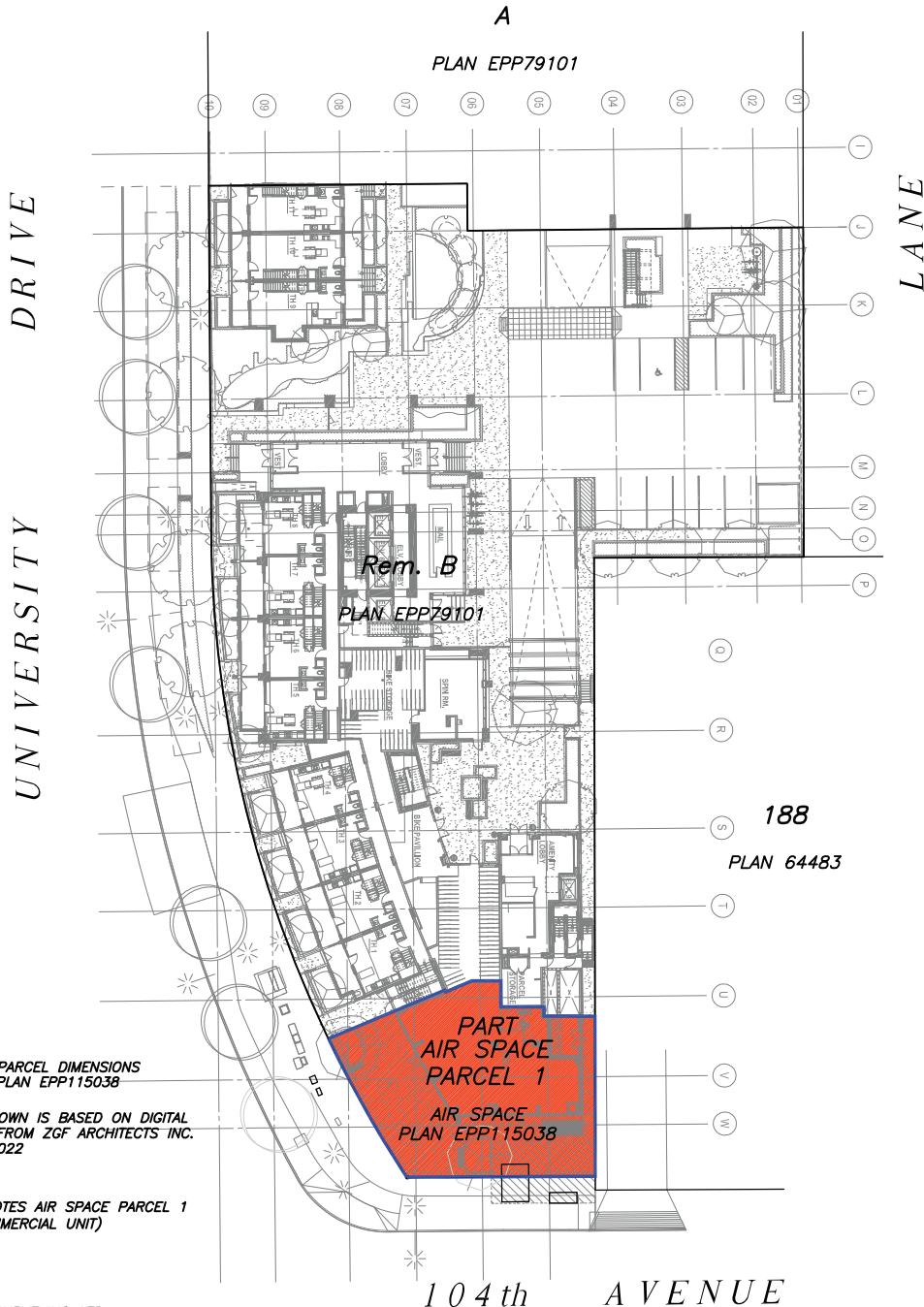
SCALE 1:500



ALL DISTANCES ARE IN METRES.



LEVEL 1



NOTES:

FOR AIR SPACE PARCEL DIMENSIONS  
SEE AIR SPACE PLAN EPP115038

INFORMATION SHOWN IS BASED ON DIGITAL  
DATA RECEIVED FROM ZGF ARCHITECTS INC.  
ON MARCH 6, 2022



- DENOTES AIR SPACE PARCEL 1  
(COMMERCIAL UNIT)

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # 30870-45  
FILE # 30870-45  
DATE : MARCH 29, 2023

SKETCH PLAN OF AIR SPACE PARCEL 1,  
SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST,  
N.W.D., AIR SPACE PLAN EPP115038

B.C.G.S. 92G.016

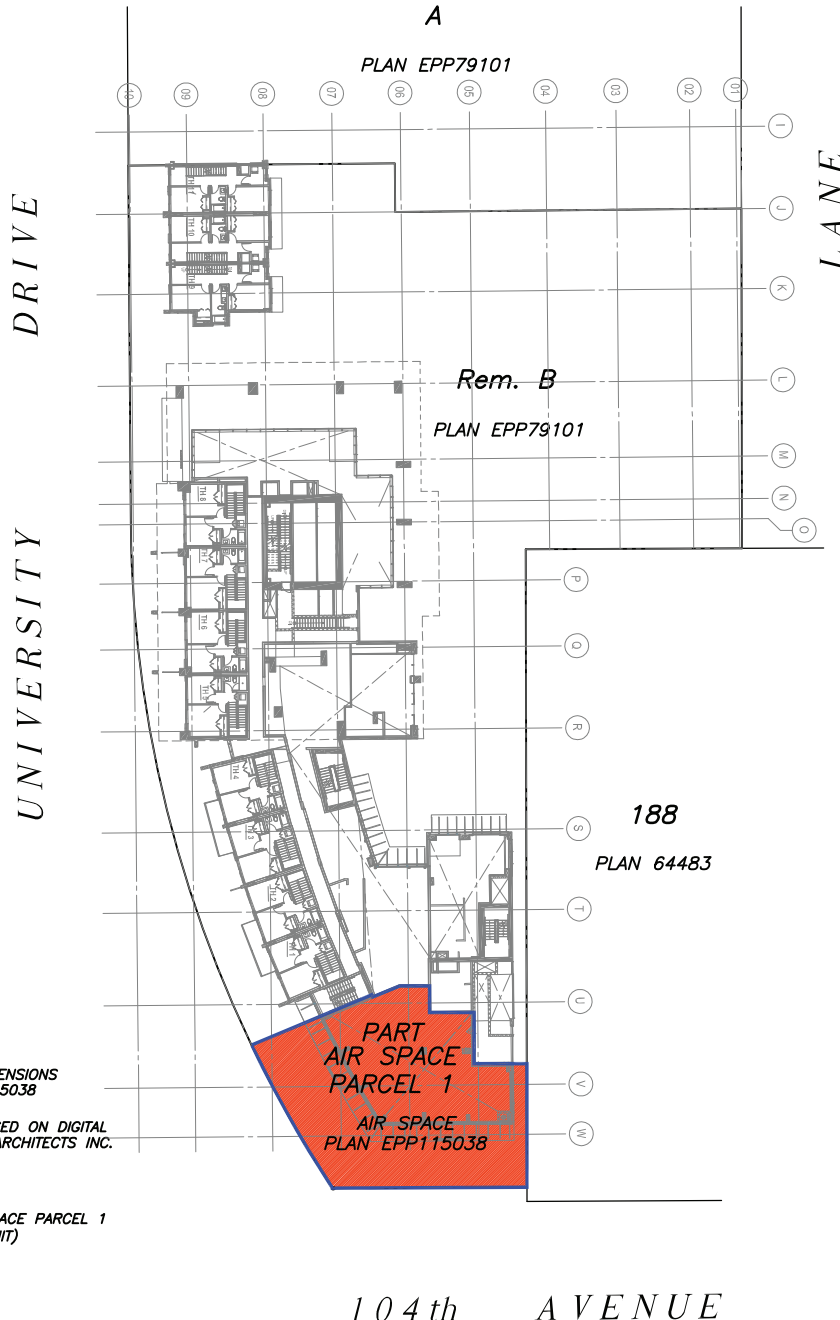
SCALE 1:500



ALL DISTANCES ARE IN METRES.



LEVEL 2



NOTES:

FOR AIR SPACE PARCEL DIMENSIONS  
SEE AIR SPACE PLAN EPP115038

INFORMATION SHOWN IS BASED ON DIGITAL  
DATA RECEIVED FROM ZGF ARCHITECTS INC.  
ON MARCH 6, 2022

 - DENOTES AIR SPACE PARCEL 1  
(COMMERCIAL UNIT)

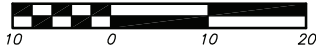
BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # 30870-45  
FILE # 30870-45  
DATE : MARCH 29, 2023

SKETCH PLAN OF AIR SPACE PARCEL 1,  
SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST,  
N.W.D., AIR SPACE PLAN EPP115038

B.C.G.S. 92G.016

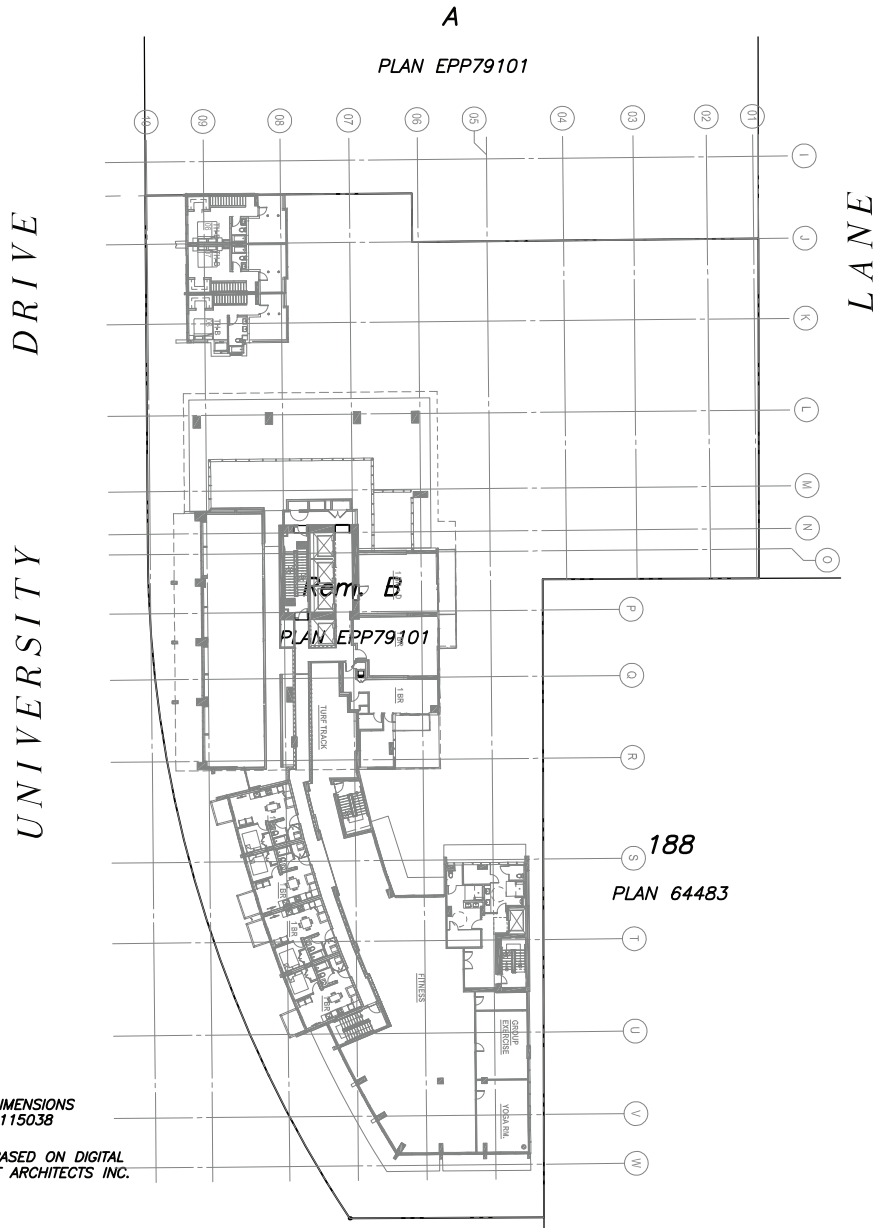
SCALE 1:500



ALL DISTANCES ARE IN METRES.



LEVEL 3



NOTES:

FOR AIR SPACE PARCEL DIMENSIONS  
SEE AIR SPACE PLAN EPP115038

INFORMATION SHOWN IS BASED ON DIGITAL  
DATA RECEIVED FROM ZGF ARCHITECTS INC.  
ON MARCH 6, 2022

 - DENOTES AIR SPACE PARCEL 1  
(COMMERCIAL UNIT)

104th AVENUE

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # 30870-45  
FILE # 30870-45  
DATE : MARCH 29, 2023



**EXHIBIT "X"**

**REGISTERED AIR SPACE EASEMENT AGREEMENT**

[See Attached]

# DECLARATION(S) ATTACHED



Land Title Act  
**Charge**  
General Instrument - Part 1

**NEW WESTMINSTER LAND TITLE OFFICE**  
AUG 02 2023 08:07:17.013  
**CB800292-CB800309**

1. Application

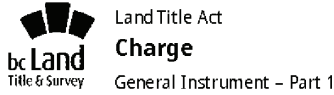
Document Fees: \$1407.06

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

UD South | Air Space Parcel Agreement - ASP 1 and Remainder Lot B

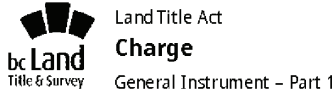
2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101 EXCEPT PART IN AIR SPACE PLAN EPP115038</b>
<b>EPP115038</b>	<b>AIR SPACE PARCEL 1 SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT AIR SPACE PLAN EPP115038</b>



3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 2.1 over ASP 1 Air Space Plan EPP115038</b>
		<b>Dominant Lands: Remainder Lot B Plan EPP79101</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Easement priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814, and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Easement priority over Mortgage CA8092116 and Assignment of Rents CA8092117</b>
<b>EASEMENT</b>		<b>Section 3.1 over Remainder Lot B Plan EPP79101</b>
		<b>Dominant Lands: ASP 1 Air Space Plan EPP115038</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Easement priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814, and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Easement priority over Mortgage CA8092116 and Assignment of Rents CA8092117</b>
<b>EASEMENT</b>		<b>Section 3.2 over Remainder Lot B Plan EPP79101</b>
		<b>Dominant Lands: ASP 1 Air Space Plan EPP115038</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Easement priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814, and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Easement priority over Mortgage CA8092116 and Assignment of Rents CA8092117</b>
<b>EASEMENT</b>		<b>Section 3.3 over Remainder B Plan EPP79101</b>
		<b>Dominant Lands: ASP 1 Air Space Plan EPP115038</b>



<b>PRIORITY AGREEMENT</b>	Granting the above Easement priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814, and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>PRIORITY AGREEMENT</b>	Granting the above Easement priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>COVENANT</b>	Section 11.1 - Section 219 Covenant  Servient Lands: Remainder Lot B Plan EPP79101 and ASP 1 Air Space Plan EPP115038
<b>PRIORITY AGREEMENT</b>	Granting the above Covenant priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814, and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>PRIORITY AGREEMENT</b>	Granting the above Covenant priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>STATUTORY RIGHT OF WAY</b>	Section 11.2  Servient Lands: Remainder Lot B Plan EPP79101 and ASP 1 Air Space Plan EPP115038
<b>PRIORITY AGREEMENT</b>	Granting the above Statutory Right of Way priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814, and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>PRIORITY AGREEMENT</b>	Granting the above Statutory Right of Way priority over Mortgage CA8092116 and Assignment of Rents CA8092117

4. Terms

Part 2 of this instrument consists of:

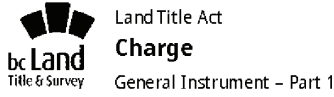
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328, AS REGISTERED OWNER OF: PID: 030-861-926 LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101 EXCEPT AIR SPACE PLAN EPP115038 AND AIR SPACE PARCEL 1 AIR SPACE PLAN EPP115038**

**AVIVA INSURANCE COMPANY OF CANADA, NO.A0051421, AS TO PRIORITY**

**HSBC BANK CANADA, AS TO PRIORITY**



6. Transferee(s)

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

BC0914328

1201 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

AS TO EASEMENTS

**CITY OF SURREY**

13450 - 104 AVENUE  
SURREY BC V3T 1V8

AS TO SECTION 219 COVENANT AND STATUTORY RIGHT OF  
WAY

7. Additional or Modified Terms

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 #1100 - 838 WEST HASTINGS STREET  
 VANCOUVER BC V6C 0A6

YYYY-MM-DD

**2023-07-11**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
 By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

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



Land Title Act  
**Charge**  
General Instrument - Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
  
**2023-07-11**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363  
Commission Expires: March 31, 2026

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**Susan Sija Meng**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
(as to the signature of the City Clerk)  
13450 - 104th Avenue  
Surrey BC V3T 1V8

YYYY-MM-DD  
  
**2023-07-25**

**CITY OF SURREY**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: Jennifer Ficocelli, City Clerk**

Expiry Date 31/07/2025

\_\_\_\_\_  
**Print Name: Ron Gill, Director, Area Planning - North**

**Officer Certification**

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



Land Title Act  
**Charge**  
General Instrument - Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**UPPKAR DOSANJH**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
520 - 1130 West Pender Street  
Vancouver BC V6C 0A6

YYYY-MM-DD

**2023-07-14**

**AVIVA INSURANCE COMPANY OF CANADA**

By their Authorized Signatory

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

604-229-9828  
My Commission Expires July 31, 2025

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**LERONG JIANG**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
885 West Georgia Street  
Vancouver BC V6C 3G1

YYYY-MM-DD

**2023-07-18**

**HSBC BANK CANADA**

By their Authorized Signatory

\_\_\_\_\_  
**Print Name: VANESSA LEE Director**  
**Commercial Real Estate**

Commission Expires: November 30, 2025

\_\_\_\_\_  
**Print Name: GARY KATAYAMA**  
**Assistant VP Commercial Real Estate**

**Officer Certification**

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

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Robyn Alexis**  
**Miles I23K2S**

Digitally signed by  
Robyn Alexis Miles I23K2S  
Date: 2023-08-01  
21:31:13 -07:00

**TERMS OF INSTRUMENT – PART 2****AIR SPACE SUBDIVISION AGREEMENT  
MASTER EASEMENT AND SECTION 219 COVENANT****WHEREAS:**

- A. The Owners have developed Lot B pursuant to the Development Permit by the construction thereon of one 38-storey residential building containing, without limitation, a ground-level commercial retail unit;
- B. Lot B has been subdivided by the Air Space Subdivision Plan to create the Parcels as follows:
- |            |                           |
|------------|---------------------------|
| Remainder: | Market Residential Strata |
| ASP 1:     | Commercial Retail Unit;   |
- C. The air space subdivision has created legal parcel boundaries through the Building constructed in connection with the development of Lot B, and parts of the Building contained within each Parcel so created will be structurally and functionally interdependent with the parts of the Building situated in each other Parcel so created;
- D. The construction of the Building, and the Developments therein, is subject to the Building Code which provides for certain fire and life safety protection measures as part of the building requirements, and Section 2.3 of the Building Code provides for alternative solution measures as part of the building requirements;
- E. The fire and safety requirements of the Building rely on shared systems and building elements of the contiguous Developments therein, and such shared systems and building elements must be maintained and operated so as not compromise fire and life safety;
- F. Therefore, each Owner has requested that the Chief Building Official treat the Building and the Developments therein as a single building on a single parcel of land in perpetuity on the basis of an alternative solution approach to compliance with fire and life safety requirements of the Building Code, and each Owner, in order to complete the construction of the Building and thereafter to safely, lawfully, conveniently and functionally operate, manage and maintain the Building, requires or will require access to and over parts of the Other Owner's Parcel;
- G. For the foregoing reasons, each Owner must grant to the Other Owner certain rights, licenses and easements over its Parcel for the provision of support, access, utilities and certain other benefits appurtenant to the Other Owner's Parcel;
- H. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant to itself an easement over land it owns, for the benefit of other land it owns in fee simple;
- I. Each Owner must grant to the City a Section 219 Covenant to ensure that its Parcel is used in accordance with such reciprocal easements and that such easements and other rights and licences are never in any way modified or discharged without the City's explicit written consent;
- J. Section 219 of the *Land Title Act* provides, *inter alia*, that a covenant, whether of a negative or positive nature, in respect of the use of land in favour of the City, may be registered as a charge against the title to that land; and



- K. The City requires the easements and the Section 219 Covenant contained herein as a condition of approving the subdivision of Lot B to create the Parcels,

**NOW THEREFORE** in consideration of the matters referred to in the foregoing recitals, the covenants and mutual agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and agreed to by each Owner), each Owner for itself and its respective successors and assigns, hereby acknowledges, agrees, covenants, declares and grants as follows:

#### **ARTICLE 1 DEFINITIONS AND INTERPRETATION**

- 1.1 **Definitions.** In this Agreement, the following terms have the following meanings unless the context otherwise requires:

- (a) **“Air Space Subdivision Plan”** means the air space plan of subdivision creating the Parcels, being Air Space Plan EPP115038, together with a plan of colour overlay identifying the boundaries of the Remainder and ASP 1;
- (b) **“Annual Estimated Budget of Shared Costs”** has the meaning set out in Section 9.1;
- (c) **“Annual Shared Costs Statement”** has the meaning set out in Section 9.3(b);
- (d) **“ASP 1”** means the air space parcel containing the Commercial Retail Unit, exterior courtyard areas and related commercial facilities for the operation thereof, as created by the air space subdivision of Lot B, and legally described as follows:
  - PID: NPA
  - Air Space Parcel 1 Section 22 Block 5 North Range 2 West New Westminster
  - District Air Space Plan EPP115038;
- (e) **“ASP 1 Owner”** means the registered owner or owners, from time to time, of ASP 1, and, if ASP 1 is subdivided by Strata Plan pursuant to the *Strata Property Act*, means the Strata Corporation created thereby;
- (f) **“Auto Courtyard”** means the exterior auto courtyard located at grade-level between the Lot A Building and the Lot B Building, constructed substantially in the Remainder (except for a small portion of the Shared Large Loading Stall (in Auto Courtyard)), and containing a total of 12 parking stalls, as shown in the Auto Courtyard Sketch Plan attached hereto as Schedule F, which are subject to certain shared or exclusive use rights, as applicable, pursuant to easement agreements registered in the Land Title Office;
- (g) **“Auto Courtyard Sketch Plan”** means the Sketch Plan prepared by Rob Adriaensen, B.C.L.S. of Bennett Land Surveying Ltd. identifying the location of parking stalls in the Auto Courtyard, a copy of which is attached hereto as Schedule F as set out in the Schedule List;
- (h) **“Building”** means the entire Lot B Building as constructed on Lot B pursuant to the Development Permit including, for clarity and without limitation, the Parking Facility and related access and egress routes constructed on Lot B and contained within the Remainder;
- (i) **“Building Code”** means the *British Columbia Building Code* in effect as of the date hereof;

- (j) **“Building Envelope”** means the exterior waterproofing components, features and systems, including, without limitation, all roof membranes, exterior wall waterproofing components, features and systems and exterior window waterproofing components, features and systems situate within each Parcel;
- (k) **“Building Operating Insurance”** means, in respect of each Parcel and the Development therein:
- (i) all risk insurance in respect of an Owner’s Development against fire, earthquake, flood and other risk of physical loss or damage covered by a standard all risks policy customarily obtained and maintained by prudent owners of similar properties in the City of Surrey in an amount equal to the full replacement cost thereof and for all equipment, fixtures, systems, facilities, components, machinery, improvements, additions, alterations and chattels of any type and nature therein or thereon as are not included within and covered by the Common Areas and Facilities Insurance;
  - (ii) commercial general liability insurance in respect of the use and occupancy of an Owner’s Parcel and the Development therein with coverage of not less than the amount a prudent owner of such a property would keep, but in any event, with coverage of not less than \$10,000,000, in the case of the Remainder, and not less than \$5,000,000 in the case of ASP 1, for claims for personal injury, death or property damage arising out of any one occurrence;
  - (iii) commercial general liability insurance in respect of an Owner’s exercise of the easements granted to it herein, with coverage of not less than the amount a prudent owner of such a property would keep, but in any event, with coverage of not less than \$10,000,000, for claims for personal injury, death or property damage arising out of any one occurrence, naming the Owners of the Servient Tenements as additional insureds;
  - (iv) equipment or apparatus and machinery insurance in respect of all pressure vessels, heating, ventilation and air conditioning systems, mechanical devices and electrical apparatus, if any, located within an Owner’s Parcel which are not covered by any of the Common Areas and Facilities Insurance in such amount as is normally effected in the City of Surrey, having regard to the nature of such equipment or apparatus;
  - (v) during Construction of any portion of the Development which is situate within either the Remainder or ASP 1, as the case may be:
    - (A) course of construction insurance in such amount as would normally be carried by a prudent owner of properties similar to the portion of the Development contemplated for either Parcel, with the Other Owner and its mortgagees as named insureds and extended to cover the Other Owner;
    - (B) wrap up liability insurance in such amount as would normally be carried by a prudent owner of properties similar to the portion of the Development contemplated for either Parcel for the period of Construction plus 24 months completed operations extension, with the Other Owner and its mortgagees as named insureds and affording protection to the Other Owner and the contractor, developer and all subcontractors, consultants and architects employed or engaged in respect of the portion of the Development within such Parcel and to the Other Owner in respect of cross-liability interests; such policy

of insurance will not exclude damage to the given Parcel either during Construction or the ensuing 24 month period;

- (vi) if any Parcel is subdivided by a Strata Plan, all insurance required to be obtained and maintained by the Strata Corporation created as a result of the such subdivision pursuant to the provisions of the *Strata Property Act* or any subsequent legislation which may be passed in substitution for or replacement thereof; and
  - (vii) such other insurance for an Owner's Parcel as would reasonably be maintained by a prudent owner of a similar property in the City of Surrey.
- (l) **"Building Shell"** means those parts of the Building situate within each Parcel consisting of all structural components thereof and fixtures thereto, including, without limitation, all Exterior Elements, interior walls and Service Connections and Equipment and all other installations and services and any fixtures and structures housing or otherwise containing them or any of them, but excluding bathroom fixtures, lighting fixtures, floor coverings (including, by way of example, carpeting, rugs and hardwood flooring), wall coverings, furnishings, kitchen appliances and fitness equipment;
- (m) **"Business Day"** means any day which is not a Saturday, Sunday, statutory holiday in British Columbia, Easter Monday or Boxing Day;
- (n) **"Car Share Stall (in Auto Courtyard)"** means one (1) designated shared vehicle parking stall in the Auto Courtyard as more particularly identified on the Auto Courtyard Sketch Plan, which is reserved at all times for the parking of a shared co-operative vehicle (owned and operated by the applicable car share operator) exclusively by members of the carsharing program including, without limitation, those residents of the Lot A Building and the Lot B Building who are part of the membership program for the project, and members of the general public;
- (o) **"Chief Building Official"** means the General Manager of Planning and Development from time to time for the City and includes his or her duly authorized designate;
- (p) **"City"** means the City of Surrey as a municipal corporation;
- (q) **"City Party"** has the meaning set forth in Section 11.1(g);
- (r) **"Collecting Party"** has the meaning set out in Section 9.3(a);
- (s) **"Commercial Retail Unit"** means the grade-level interior space measuring 2,373 m<sup>3</sup> in the Building which is designated for commercial retail use, and includes an exterior commercial plaza, which includes a patio area and the Public Art Feature, a separate garbage and recycling room accessible from the rear of the Building, and related facilities exclusively for commercial use (with the exception of the Hatch Panel (in ASP 1) located in an interior wall therein exclusively for the use and benefit of the Remainder, as described herein) all contained in ASP 1 as shown on the Air Space Subdivision Plan attached hereto as Schedule B;
- (t) **"Commercial Parking Stalls (in Auto Courtyard)"** means, collectively, five (5) designated parking stalls located in the Auto Courtyard in the Remainder in the location shown on the Commercial Parking Stalls (in Auto Courtyard) Easement Plan, reserved for the exclusive use of the owners, tenants and/or patrons of the Commercial Retail Unit, as applicable;
- (u) **"Commercial Parking Stalls (in Auto Courtyard) Easement Plan"** means Explanatory Plan of Easement prepared by Rob Adriaensen, B.C.L.S. of Bennett Land Surveying Ltd.

and deposited in the New Westminster Land Title Office under Plan EPP121776, reflecting a total easement area over the Commercial Parking Stalls measuring 77.6 m<sup>2</sup> as shown outlined in heavy black line therein, a copy of which is attached hereto as Schedule C as set out in the Schedule List;

- (v) **“Common Areas and Facilities”** means such of the following features, including without limitation, the Building Envelope, the Building Shell, any Common Wall, the Emergency Pedestrian Exit Routes, the Exterior Elements, the Life Safety Systems, the Parking Facility, the Pedestrian Access Routes, the Service Connections and Equipment, the Service Rooms, the Support Structures, the Vehicular Access Routes, landscaping and such other areas, facilities, systems and equipment located anywhere in or upon a Parcel that in any way, in whole or in part, are required and/or exist and function for the use, benefit and enjoyment of more than one Parcel and the Developments therein;
- (w) **“Common Areas and Facilities Insurance”** means, in respect of any Common Areas and Facilities:
  - (i) all risk insurance in respect of the Common Areas and Facilities against fire, earthquake, flood and other risk of physical loss or damage covered by a standard all risks policy customarily obtained and maintained by prudent owners of similar properties in the City of Surrey in an amount equal to the full replacement cost thereof;
  - (ii) commercial general liability insurance in respect of the use and occupancy of the Common Areas and Facilities with coverage of not less than the amount a prudent owner of such property would keep, but in any event, with coverage of not less than \$5,000,000 per occurrence and annual aggregate, protecting each of the Owners against third party claims for personal injury, death, property damage or loss of use thereof arising out of use and occupancy of any the Common Areas and Facilities;
  - (iii) comprehensive boiler and machinery insurance in respect of all pressure vessels, heating, ventilation and air conditioning systems, mechanical devices and electrical apparatus, if any, that are part of the Common Areas and Facilities; and
  - (iv) such other insurance for the Common Areas and Facilities as would reasonably be maintained by prudent owners of similar properties in the City of Surrey;
- (x) **“Common Insurance Owner”** has the meaning set out in Section 8.2(a);
- (y) **“Common Property”** has the meaning given to it in the *Strata Property Act*;
- (z) **“Common Wall”** means any wall which is owned jointly by the Owners and which separates the Parcels and the Developments therein from each other;
- (aa) **“Construct, Maintain and Repair”** means to:
  - (i) alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, remove or renew and all other activities or other work incidental or related thereto;
  - (ii) inspect, examine, monitor and/or test;
  - (iii) service, maintain and keep in good order and proper state;

- (iv) clean, tidy up and sanitize;
- (v) keep free of refuse, vermin and hazards;
- (vi) repair or replace;
- (vii) upgrade anything when reasonably necessary or advisable; and
- (viii) take any action reasonably necessary to remedy any failure of a Servient Owner to provide the easements granted by each of them hereunder or to perform and observe its covenants herein,

and all derivatives of **“Construct”**, **“Maintain”** and **“Repair”** have corresponding meanings;

- (bb) **“Default Cost-Sharing Percentages”** has the meaning set out in Section 9.2(c)(ii);
- (cc) **“Depreciation Report”** has the meaning set out in Section 9.9;
- (dd) **“Development”** means that part of the Lot B Building situated within either Parcel (including collectively, all improvements and other structures from time to time constructed within such Parcel, and all subsequent alterations, additions and replacements thereof, as the case may be) and **“Developments”** means more than one Development or both of them as the context permits, in this Agreement;
- (ee) **“Development Permit”** means Development Permit No. 7918-0058-00 DP, which the City issued for the Building, and all related components and facilities comprising Lot B, as described generally in the recitals hereto (and which permit may be further amended by the City from time to time prior to or after the date of this Agreement);
- (ff) **“Dispute”** has the meaning set out in Section 12.1;
- (gg) **“Dominant Owner”** means an Owner as registered owner of a Dominant Tenement and **“Dominant Owners”** means more than one Dominant Owner or all of them as the context permits;
- (hh) **“Dominant Tenement”** means a Parcel in the context of its being a dominant tenement vis-à-vis a Servient Tenement in respect of one or more of the easements granted in this Agreement and **“Dominant Tenements”** means more than one Dominant Tenement or all of them as the context permits;
- (ii) **“Easement Area”** means a Servient Tenement or the portions thereof subject to an easement granted herein and **“Easement Areas”** means more than one Easement Area or all of them as the context permits
- (jj) **“Emergency Pedestrian Exit Routes”** means those parts of each Parcel which are designed, constructed, suitable and/or intended as areas of passage through and exit from each Parcel in the event of an emergency, including, without limitation, all stairwells, stairs, corridors, vestibules, doorways and other openings and emergency routes and exits;
- (kk) **“Exclusive Use Areas and Facilities”** means those areas, facilities, systems and equipment located in or upon a Parcel (including any Common Areas and Facilities situate therein) where 95% or more of such area, facility, system or equipment is used by, enjoyed by, or for the benefit of, one Owner and its Users to the exclusion of the Other Owner and its Users;

- (ll) **“Exterior Elements”** means all of the exterior structural and finishing components of the Building situate within each Parcel and all fixtures thereto, including, without limitation:
- (i) roof slabs, roof panels and roof finishings and trusses, braces and other roof supports;
  - (ii) exterior walls, exterior wall cladding systems and exterior windows; and
  - (iii) the Building Envelope;
- (mm) **“Grease Interceptor (in Remainder)”** means, collectively, such equipment and ancillary connections which are installed within and connected to the ceiling of level P1 of the Parking Facility in the Remainder, and which exclusively service and benefit the Commercial Retail Unit in ASP 1;
- (nn) **“Hatch Panel (in ASP 1)”** means the access panel located on a designated wall within ASP 1 which provides access to the that portion of the ducting system for the Building which exclusively services and benefits the Remainder;
- (oo) **“Lands”** means, collectively, the Remainder and ASP 1, and includes any other Parcels derived therefrom;
- (pp) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and any re-enactments and replacements thereof;
- (qq) **“Land Title Office”** means the New Westminster Land Title Office;
- (rr) **“Life Safety Systems”** means all firefighting, fire suppression, fire prevention, fire and smoke detection equipment, instruments and features and all other life safety systems, equipment, instruments and features, from time to time, situate within each Parcel, including, without limitation, all exit doors, exit signage, emergency lighting, fire rated doors and walls, emergency generators, firefighters’ elevators, fire separations and fire barriers, smoke evacuation systems, fire alarm, smoke detectors, emergency response and sprinkler systems and the facilities providing communications, water or electricity to such equipment and systems;
- (ss) **“Loading Area”** means any loading bay, loading dock or any other loading or unloading area within the Building;
- (tt) **“Loading Materials”** means goods, supplies, inventory, furniture, equipment and other items, materials and property which are loaded and unloaded from time to time upon and within any Loading Area;
- (uu) **“Local Government Act”** means the *Local Government Act* (British Columbia) and all amendments thereto and any re-enactments and replacements thereof;
- (vv) **“Losses”** means all costs, losses, damages, claims, demands, expenses, (including legal expenses, fees and disbursements on an indemnity basis), fines, causes of action, suits, orders, judgments, penalties, builders liens, legal obligations and compensation of whatsoever kind, incurred, suffered or paid (including, without limitation, in respect of, incidental to or resulting from any consequential injuries to or death of persons or damage to property or any economic loss, including loss of profits and loss of use and damages arising out of delays);

- (ww) **"Lot A"** means all of the lands situate in Surrey, British Columbia, on which the Lot A Building has been constructed adjacent to the Lot B Building on Lot B forming, and legally described as:
- PID: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan  
EPP79101;
- (xx) **"Lot B"** means all of the lands situate in Surrey, British Columbia, on which the Lot B Building has been constructed adjacent to the Lot A Building on Lot A, as subdivided to create the Parcels and formerly legally described as:
- PID: 030-861-926  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan  
EPP79101;
- (yy) **"Lot A Building"** means the 28-storey residential concrete highrise building with ground floor townhouses containing 322 residential strata lots, common property and a parking facility interconnected with the Parking Facility on Lot B, all as constructed on Lot A;
- (zz) **"Lot B Building"** means the 38-storey residential concrete high-rise building with ground floor townhouses containing 431 residential strata lots, common property, the Commercial Retail Unit in ASP 1 and the Parking Facility, all as constructed on Lot B;
- (aaa) **"Meter Reading Costs"** means the costs, expenses and fees incurred in connection with the administration, management, reading and operation of utility meters, submeters and related equipment within the Building from time to time;
- (bbb) **"Other Owner"** means, vis-à-vis any Owner, as an owner of a Parcel, the owner of the Other Parcel;
- (ccc) **"Other Parcel"** means, vis-à-vis any given Parcel, the other Parcel;
- (ddd) **"Owner"** means the registered owner or owners, from time to time, of a Parcel, and, if a Parcel is subdivided by Strata Plan pursuant to the *Strata Property Act*, means the Strata Corporation created thereby and **"Owners"** means more than one Owner or all of them as the context permits;
- (eee) **"Owner's Share"** means the amount payable by one Owner to the Other Owner as provided in ARTICLE 9 and in the Shared Components Schedule;
- (fff) **"Parcel"** means any one of ASP 1 or the Remainder or any one of any parcels into which any them, at any time and in any way, may be subdivided and **"Parcels"** means more than one Parcel or all of them as the context permits;
- (ggg) **"Parking Facility"** means, collectively, the parts of the Building below grade (and which, for clarity, excludes the exterior Auto Courtyard), constructed in the Remainder and designed to accommodate a 5-level common parking garage for the parking of motor vehicles, and for related or ancillary purposes, and which is interconnected to the parking facility constructed and contained in the adjacent Lot A Building (and, for greater certainty and without limiting the generality of the foregoing, the Parking Facility is deemed to include all drive-aisles, ramps, parking stalls, storage areas, garbage and recycling areas, service rooms, lobbies, vestibules, elevators, walkways, corridors, hallways and, stairwells and other Common Areas and Facilities in the portion of the Building located at or below ground level);

- (hhh) **"Pedestrian Access Routes"** means those parts and features of a Parcel (including, without limitation, all corridors, hallways, walkways, entrances, lobbies, vestibules, rooms, doors, stairs, stairwells, sidewalks, plazas, elevators and escalators) which are designed, constructed, suitable and/or intended for use for pedestrian access to, from, through and/or between:
- (i) Easement Areas;
  - (ii) adjacent streets, lanes, sidewalks and/or other public areas;
  - (iii) Servient Tenements;
  - (iv) Dominant Tenements; and
  - (v) the Other Parcel and the Development therein, including, without limitation, any Common Areas and Facilities therein;
- including, without limitation, all emergency exits and routes (including corridors, stairs and stairwells) out of a Development on a Parcel and, for greater certainty:
- (iv) upon the subdivision of a Parcel by the deposit of a Strata Plan, the Pedestrian Access Routes within such Parcel are automatically restricted to those areas which are not part of a strata lot or limited common property for the use of one strata lot as shown on the original Strata Plan; and
  - (vi) references to "pedestrian" herein shall be deemed to include a person with a physical disability who requires and uses a wheelchair, a scooter or a similar vehicle, device or mode of conveyance to assist with their mobility;
- (iii) **"Permitted Purposes"** means the purposes for which an easement or easements herein is or are granted;
- (jjj) **"Prime Rate"** means, at any time, the per annum rate of interest published by the main branch in the City of Vancouver of the Royal Bank of Canada or its successor at such time as its reference rate for setting rates of interest on loans in Canadian dollars and referred to by such bank as its "Prime Rate", provided however, that if the bank publishes more than one reference rate at any time, the Prime Rate will be the highest thereof;
- (kkk) **"Public Art Feature"** means the structural art installation installed in the exterior commercial plaza of ASP 1, for the benefit of the owners, occupants, guests and invitees of Lot A and Lot B as well as the general public, in accordance with requirements of the City, and which is subject to shared access and cost sharing obligations with respect to the ongoing maintenance, repair and replacement thereof by and on behalf of the strata corporations to be formed in respect of the Lot A Building and the Remainder, upon the filing of a Strata Plan against title to Lot A and the Remainder, respectively, and the owner of the Commercial Retail Unit;
- (lll) **"Reimbursable Costs"** means the Shared Costs, plus reasonable administrative fees not to exceed 5% of such costs and expenses, less the deductions and exclusions as provided in Section 9.5, and **"Reimbursable Cost"** means any of such costs and expenses;
- (mmm) **"Reimbursing Party"** has the meaning set out in Section 9.3(a);



- (nnn) **"Remainder"** means that portion of Lot B in which the residential Development is contained, remaining after the air space subdivision creating ASP 1 and legally described as follows:

PID: 030-861-926  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan  
EPP79101 Except Air Space Plan EPP115038,

and includes any parcels into which it, at any time and in any way, may be subdivided;

- (ooo) **"Remainder Owner"** means the registered owner or owners, from time to time, of the Remainder, and if the Remainder is subdivided by Strata Plan pursuant to the *Strata Property Act* means the Strata Corporation created thereby;
- (ppp) **"Schedule List"** means the list of Schedules to this Agreement set out in Section 1.2;
- (qqq) **"Section 219"** means Section 219 of the *Land Title Act*;
- (rrr) **"Service Connections and Equipment"** means any and all pipes, conduits, shafts, wires, cables, chutes, ducts, vents, exhaust and ventilation shafts or other vertical service spaces, electrical transformer systems, emergency generators, circuit breakers, meters, boilers, tanks, light fixtures, heating, heat exchangers, air conditioning, exhaust and ventilating equipment (including, without limitation, the Grease Interceptor (in Remainder)), elevators, escalators, cameras and other machines, equipment, devices, instruments, apparatus and systems (including all things ancillary thereto) required for or in connection with and installed or otherwise put in place within a Parcel for the provision, distribution, transmission and metering of services, utilities, functions and conveniences, including, without limitation, gas, electricity, water, steam, hydronic or other thermal energy, sewer, drainage, district or neighbourhood energy utility, air intake, exhaust and ventilation, heat, air conditioning, garbage collection and removal, signage, fire, smoke and emergency detectors, alarms, sprinklers and standpipe systems, enterphone and security systems and telephone, radio, television, cablevision, computer, data, internet and other communications signals in any form whatsoever;
- (sss) **"Service Rooms"** means any and all service rooms, electrical rooms, mechanical rooms and other rooms and spaces (whether or not enclosed) within a Parcel housing, containing or relating to any Service Connections and Equipment;
- (ttt) **"Servient Component"** means any portion, part, area, aspect, component or feature of, or any facility, system, improvement, works, equipment, item, object or thing on or within, a Servient Tenement in respect of which an easement is granted herein;
- (uuu) **"Servient Owner"** means an Owner as registered owner of a Servient Tenement and **"Servient Owners"** means more than one Servient Owner or all of them as the context permits;
- (vvv) **"Servient Tenement"** means a Parcel in the context of its being a servient tenement vis-à-vis a Dominant Tenement in respect of one or more of the easements granted in this Agreement and **"Servient Tenements"** means more than one Servient Tenement or all of them as the context permits;
- (www) **"Shared Cost(s)"** means, without any duplication and except as hereinafter provided otherwise:
- (i) the costs and expenses to an Owner of:

- (A) operating and Constructing, Maintaining and Repairing any Common Areas and Facilities;
  - (B) Common Areas and Facilities Insurance and the insurance each Owner is required hereunder to obtain and keep in respect of any Common Areas and Facilities; and
  - (C) if applicable, the reasonable costs of an Owner for performing any obligation hereunder of the Other Owner as contemplated under Sections and 7.5(b) except to the extent such reasonable costs relate to obligations that are to the exclusive benefit of a defaulting Owner; and
- (ii) any other costs and expenses which are expressly stated herein to be Shared Costs;
- (xxx) **"Shared Components Schedule"** means the table attached as Schedule A hereto;
- (yyy) **"Shared Cost Payment"** means the payments that each Owner is required hereunder to make to the Other Owner on account of Shared Costs;
- (zzz) **"Shared Large Loading Stall (in Auto Courtyard)"** means one (1) designated parking stall in the Auto Courtyard reserved at all times for shared use by the owners, occupants, tenants and guests of Lot A, the Remainder and ASP 1 for loading and unloading purposes. For clarity, the majority of such parking stall is subject to a grant of easement herein over the applicable stall area situated in the Remainder, in favour of ASP 1, as set out in Section 2 hereof. For greater certainty, as this parking stall straddles the boundary of the Remainder and Lot A, a small portion of such parking stall is subject to an easement agreement over the applicable stall area that encroaches into Lot A, in favour of the Remainder and ASP 1, each of which areas are shown outlined in bold black on the Shared Large Loading Stall (in Auto Courtyard) Sketch Plan;
- (aaaa) **"Shared Large Loading Stall (in Auto Courtyard) Sketch Plan"** means the Sketch Plan prepared by Rob Adriaensen, B.C.L.S. of Bennett Land Surveying Ltd. reflecting a total easement area measuring 35.7m<sup>2</sup>, portions of which are situated respectively on Lot A and the Remainder, as follows: the majority of the parking stall is located primarily in the Remainder (which area measures 32.3 m<sup>2</sup>), and a small portion of the top of such parking stall is on Lot A (which measures 3.4 m<sup>2</sup>), as shown outlined in heavy black line therein, a copy of which is attached hereto as Schedule E as set out in the Schedule List;
- (bbbb) **"Shared Short-Term Loading / Visitor Stalls (in Auto Courtyard)"** means, collectively, the 3 designated parking stalls in the Auto Courtyard in the Remainder in the locations shown on the Shared Short-Term Loading / Visitor Stalls (in Auto Courtyard) Easement Plan, reserved at all times for shared use by the owners, occupants, tenants and guests of the Remainder and ASP 1;
- (cccc) **"Shared Short-Term Loading / Visitor Stalls (in Auto Courtyard) Easement Plan"** means Explanatory Plan of Easement prepared by Rob Adriaensen, B.C.L.S. of Bennett Land Surveying Ltd. and deposited in the New Westminster Land Title Office under Plan EPP127225, reflecting a total easement area over the Shared Short-Term Loading / Visitor Stalls measuring 15.1 m<sup>2</sup>, 15.9 m<sup>2</sup> and 18.2 m<sup>2</sup> as shown outlined in heavy black line therein, a copy of which is attached hereto as Schedule D as set out in the Schedule List;
- (dddd) **"Shared Visitor Accessible Stall (in Auto Courtyard)"** means one (1) designated parking stall in the Auto Courtyard reserved at all times for the use by guests of the Remainder

who display a valid parking permit for people with disabilities, as more particularly identified on the Auto Courtyard Sketch Plan;

- (eeee) **“Standard-Setting Owner”** has the meaning set out in Section 7.4;
- (ffff) **“Strata Corporation”** has the meaning given to it in the *Strata Property Act*;
- (gggg) **“Strata Lot”** has the meaning given to it in the *Strata Property Act*;
- (hhhh) **“Strata Lot Owner”** means, from time to time, the registered owner of a Strata Lot;
- (iiii) **“Strata Plan”** has the same meaning as in the *Strata Property Act*;
- (jjjj) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, c. 43, and all amendments thereto and any re-enactments and replacements thereof;
- (kkkk) **“Support”** means vertical and lateral support, by means of the Support Structures situate within a Servient Tenement, of a Development within a Dominant Tenement;
- (llll) **“Support Structures”** means the soil and any and all load and tension bearing and other structural components within a Servient Tenement that provide structural support thereto and which are also required to support a Development that is situate within a Dominant Tenement, including, without limitation, anchors, foundations, footings, columns, supporting walls, floors and ceilings, slabs, beams, bents, brackets, bracings and grade or tie beams;
- (mmmm) **“Taxes”** means any tax levied pursuant to Part IX of the *Excise Tax Act* (Canada), Provincial Sales Tax or any tax levied in replacement thereof, including any harmonized or value added tax;
- (nnnn) **“Users”** means the Owner, tenants and other authorized occupants, operators and users, from time to time, of all or any part of a Parcel and the Development therein and the employees, servants, agents, contractors, invitees and licensees of such Owner, tenants and other authorized occupants and users, whether the authorization for their occupancy or use of or presence within such Parcel is implied or express, unless any of such employees, servants, agents, officers, contractors, licensees or invitees are prohibited hereunder; and
- (oooo) **“Vehicular Access Routes”** means those parts and features of a Parcel, if and as applicable, designed, constructed, suitable and/or intended for use as vehicle ramps, circulation lanes and manoeuvring areas (including, without limitation, bicycle manoeuvring areas in bicycle storage areas) for the movement of motor vehicles and bicycles to, from, through and/or between:
  - (i) Easement Areas;
  - (ii) adjacent streets and lanes;
  - (iii) Servient Tenements;
  - (iv) Dominant Tenements; and
  - (v) the Other Parcel and the Development therein, including, without limitation and as applicable, the Parking Facility, the Auto Courtyard and the parking stalls, bicycle storage areas and other facilities therein; and

(pppp) **“Visitor Stall (in Auto Courtyard)”** means one (1) designated parking stall in the Auto Courtyard reserved at all times for exclusive use by the guests of the Remainder, as more particularly identified on the Auto Courtyard Sketch Plan;

1.2 **Schedules.** The following Schedules are attached hereto and made part of this Agreement:

- Schedule A Shared Components Schedule;
- Schedule B Air Space Subdivision Plan with Colour Overlay;
- Schedule C Commercial Parking Stalls (in Auto Courtyard) Easement Plan
- Schedule D Shared Short-Term Loading / Visitor Stalls (in Auto Courtyard) Easement Plan
- Schedule E Shared Large Loading Stall (in Auto Courtyard) Sketch Plan
- Schedule F Auto Courtyard Sketch Plan

1.3 **References and Headings.** The references “hereunder”, “herein” and “hereof” refer to the provisions of this Agreement and references to Articles, Sections and Schedules herein refer to Articles, Sections or Schedules to this Agreement. The headings of the Articles, Sections, Schedules and any other headings, captions or indices herein are inserted for convenience of reference only and will not be used in any way in construing or interpreting any provision hereof. Any reference to time will refer to Pacific Standard Time or Pacific Daylight Savings Time, during the respective intervals in which each is in force in the Province of British Columbia.

1.4 **Singular/Plural and Derivatives.** Whenever the singular or masculine or neuter is used in this Agreement or in the Schedules, it will be interpreted as meaning the plural or feminine or body politic or corporate, and *vice versa*, as the context requires. Where a term is defined herein, a derivative of such term will have a corresponding meaning unless the context otherwise requires.

1.5 **Including.** The word “including”, when following any general term or statement, and whether or not it is followed by such words as “without limitation”, is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, and the general term or statement will be interpreted to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.

1.6 **Statutory References.** Any reference to a statute or by law of any governmental authority will include and will be deemed to be a reference to such statute or by law and to the regulations or orders made pursuant thereto and all amendments made thereto and in force, from time to time, and to any statute, by law, regulation or order that may be passed which has the effect of supplementing the statute or by law so referred to or the regulations or orders made pursuant thereto.

1.7 **Parties.** Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, tenants, licensees and invitees of such parties wherever the context so permits or requires.

1.8 **Currency.** All dollar amounts referred to in this Agreement are in Canadian dollars.

## ARTICLE 2 EASEMENTS OVER ASP 1

- 2.1 **Easements in Favour of the Remainder in Common with ASP 1.** Subject to the terms and conditions of this Agreement, the ASP 1 Owner, as registered owner of ASP 1, hereby grants to the Remainder Owner, as registered owner of the Remainder, for the use, benefit and enjoyment of the Remainder, to have and to hold in perpetuity, in common with the ASP 1 Owner and the Users of ASP 1, the non-exclusive full, free and uninterrupted right, liberty, right of way and easement on, over, within and through ASP 1 as follows:
- (a) Common Areas and Facilities. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of ASP 1, and to use those parts of ASP 1, as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Common Areas and Facilities within ASP 1;
  - (b) Common Wall and Development. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of ASP 1 as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair any Common Wall and/or the Development within the Remainder;
  - (c) Emergency Pedestrian Exit Routes. To enter, exit, go, remain in, pass and re-pass, at any time, on foot or by wheelchair or other similar aids and means of conveyance and with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of ASP 1 as may be reasonably necessary to access and Construct, Maintain and Repair the Emergency Pedestrian Exit Routes situate within ASP 1 and to operate and use the Emergency Pedestrian Exit Routes situate within ASP 1 for their intended purpose;
  - (d) Pedestrian Access Routes. To enter, exit, go, remain in, pass and re-pass, at any time, on foot or by wheelchair or other similar aids and means of conveyance and with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of ASP 1 as may be reasonably necessary to access and Construct, Maintain and Repair the Pedestrian Access Routes situate within ASP 1 and to operate and use the Pedestrian Access Routes situate within ASP 1 for their intended purpose;
  - (e) Service Rooms. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of ASP 1 as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Service Rooms situate within ASP 1;
  - (f) Hatch Panel (in ASP 1). To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of ASP 1 as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Hatch Panel (in ASP 1) situate within ASP 1;
  - (g) Support and Support Structures. To, at all times, receive Support from the Support Structures within ASP 1 such that the Building will, at all times, be a fully-functional and safe structure and to enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of ASP 1, and to use those parts of ASP 1, as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Support Structures situate within ASP 1;

- (h) Exterior Elements, Life Safety Systems and Service Connections and Equipment. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of ASP 1, and to use those parts of ASP 1, as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Exterior Elements, the Life Safety Systems, and the Service Connections and Equipment, situate within ASP 1;
- (i) Placement of Materials. To place, leave and/or store within ASP 1, at the risk and responsibility of the Remainder Owner, and for as short a time as reasonably possible, in such locations within ASP 1 as may be reasonably determined by the ASP 1 Owner, such supplies, materials, tools and/or equipment as may be reasonably required for carrying out within or from ASP 1 any Construction, Maintenance and Repair work required as provided under this Agreement, provided that:
- (i) such placing and storage of supplies, materials, tools and/or equipment does not unreasonably interfere with anyone's use and enjoyment of ASP 1;
  - (ii) such placing and storage of supplies, materials, tools and/or equipment complies with the ASP 1 Owner's reasonable security rules for ASP 1; and
  - (iii) upon completion of any such Construction, Maintenance and Repair work, the Remainder Owner will remove from ASP 1 all such supplies, materials, tools and/or equipment and leave those portions of ASP 1 used for such purposes in the same condition as they were in prior such use being made thereof; and
- (j) Generally. To do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this Section 2.1.

2.2 **Benefit and Burden.** The easements granted in this ARTICLE 2 will be appurtenant to and for the benefit of the Remainder, and such easements will charge and be a burden upon ASP 1.

2.3 **Restricted Access to Secured Areas.** To the extent that the Users of ASP 1, in exercising the easements granted in ARTICLE 3, will have access over any portions of the Remainder which are not accessible to members of the public and/or are accessible only by key, access card or fob, or other similar device and such Users do not have keys, access cards or fobs or other similar device to access such secured areas, then such access will only be conducted under escort by the property manager or such persons as authorized by the Remainder Owner, provided that:

- (a) keys, access cards, fobs or other similar devices will be made available to Users of ASP 1 in respect of those restricted portions of the Remainder as described in the Development Permit as being shared areas that are typically intended for regular access and use by the Users of ASP 1, provided that the ASP 1 Owner will be responsible for the reasonable costs incurred by the Remainder Owner in providing such keys, access cards, fobs or other similar devices;
- (b) the Remainder Owner will not restrict access in respect of any Emergency Pedestrian Exit Routes or any other portion of the Remainder, either express or implied, that is required to have unrestricted access; and
- (c) such restriction is otherwise in accordance with this Agreement.

2.4 **Users.** Subject to all limitations, restrictions and reservations in this Agreement applicable to the easements granted herein to the Remainder, all Users of the Remainder may exercise fully the easement rights granted in this ARTICLE 2.

**ARTICLE 3  
EASEMENTS OVER THE REMAINDER**

3.1 **Easements in Favour of ASP 1 in Common with the Remainder.** Subject to the terms and conditions of this Agreement, the Remainder Owner, as registered owner of the Remainder, hereby grants to the ASP 1 Owner, as registered owner of ASP 1, for the use, benefit and enjoyment of ASP 1, to have and to hold in perpetuity, in common with the Remainder Owner and the Users of the Remainder, the non-exclusive full, free and uninterrupted right, liberty, right of way and easement on, over, within and through the Remainder as follows:

- (a) Common Areas and Facilities. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Remainder, and to use those parts of the Remainder, as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Common Areas and Facilities within the Remainder;
- (b) Common Wall and Development. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Remainder, and to use those parts of the Remainder, as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair any Common Wall;
- (c) Emergency Pedestrian Exit Routes. To enter, exit, go, remain in, pass and re-pass, at any time, on foot or by wheelchair or other similar aids and means of conveyance and with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Remainder as may be reasonably necessary to access and Construct, Maintain and Repair the Emergency Pedestrian Exit Routes situate within the Remainder and to operate and use the Emergency Pedestrian Exit Routes situate within the Remainder for their intended purpose;
- (d) Pedestrian Access Routes. To enter, exit, go, remain in, pass and re-pass, at any time, on foot or by wheelchair or other similar aids and means of conveyance and with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Remainder as may be reasonably necessary to access and Construct, Maintain and Repair the Pedestrian Access Routes situate within the Remainder and to operate and use the Pedestrian Access Routes situate within the Remainder for their intended purpose;
- (e) Vehicular Access Routes. To enter, exit, go, remain in, pass and re-pass, at any time, on foot or by wheelchair or other similar aids and means of conveyance and with or without with or without vehicles and with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Remainder as may be reasonably necessary to access and Construct, Maintain and Repair the Vehicular Access Routes situate within the Remainder and to operate and use the Vehicular Access Routes situate within the Remainder for their intended purpose;
- (f) Service Rooms. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Remainder as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Service Rooms situate within the Remainder;
- (g) Support and Support Structures. To, at all times, receive Support from the Support Structures within the Remainder such that the Building will, at all times, be a fully-functional and safe structure and to enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Remainder, and to use those parts of the Remainder, as may be

reasonably necessary to access, operate, use and Construct, Maintain and Repair the Support Structures situate within the Remainder;

- (h) Exterior Elements, Life Safety Systems, and Service Connections and Equipment. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Remainder, and to use those parts of the Remainder, as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Exterior Elements, Life Safety Systems, and Service Connections and Equipment, situate within the Remainder;
- (i) Placement of Materials. To place, leave and/or store within the Remainder, at the risk and responsibility of the ASP 1 Owner, and for as short a time as reasonably possible, in such locations within the Remainder as may be reasonably determined by the Remainder Owner, such supplies, materials, tools and/or equipment as may be reasonably required for carrying out within or from the Remainder any Construction, Maintenance and Repair work required as provided under this Agreement, provided that:
- (i) such placing and storage of supplies, materials, tools and/or equipment does not unreasonably interfere with anyone's use and enjoyment of the Remainder;
  - (ii) such placing and storage of supplies, materials, tools and/or equipment complies with the Remainder Owner's reasonable security rules for the Remainder; and
  - (iii) upon completion of any such Construction, Maintenance and Repair work, the ASP 1 Owner will remove from the Remainder all such supplies, materials, tools and/or equipment and leave those portions of the Remainder used for such purposes in the same condition as they were in prior such use being made thereof;
- (j) Access to Loading Areas. To enter, exit, go, pass and re-pass, at any time, with or without tools, equipment or machinery, in, over, through and upon those portions of the Remainder as may be reasonably necessary in order to:
- (i) access any Loading Area located within ASP 1;
  - (ii) access any Loading Area located within the Remainder which the ASP 1 Owner has the right to use hereunder; and
  - (iii) carry, transport and move Loading Materials to, from and between (A) any Loading Area located within ASP 1, (B) any Loading Area located within the Remainder which the ASP 1 Owner has the right to use hereunder, (C) the Development within ASP 1 and (D) any Easement Area which the ASP 1 Owner has the right to access or use,

provided that, for greater certainty, the easement in this subsection 3.1(j) does not confer the right to use any Loading Area within the Remainder for loading or unloading purposes or to dispose of, leave, place or keep any Loading Materials or anything else whatsoever within any Loading Area within the Remainder or within any other portion of the Remainder at any time; and

- (k) Wayfinding Signage. To install, maintain, repair, replace and remove within exterior common property of the Remainder, including without limitation the Auto Courtyard, such reasonable wayfinding signage, of a type, size and appearance, and in such locations, as is may be reasonably necessary to direct and guide Users of ASP1 to (i) the Development within ASP1 or (ii) any Easement Area which the ASP 1 Owner has the right to access or



use, provided that the installation of any such signage will be subject to any applicable City bylaws; and

- (l) Generally. To do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this Section 3.1.

**3.2 Blanket Easement re: Auto Courtyard in favour of ASP 1.** Subject to the terms and conditions of this Agreement, the Remainder Owner, as registered owner of Remainder, hereby grants to the ASP 1 Owner, as registered owner of ASP 1, for the use, benefit and enjoyment of ASP 1, to have and to hold in perpetuity, in common with the Remainder Owner and the Users of the Remainder, the non-exclusive full, free and uninterrupted right, liberty, right of way and easement on, over, within and through the Remainder for the following purposes:

- (a) to enter, exit, go, remain in, pass and re-pass, at any time, with or without vehicles, in, over, through and upon those parts of the Auto Courtyard (including any Vehicular Access Routes within the Remainder) as may be reasonably necessary to have access to and egress from the Commercial Parking Stalls (in Auto Courtyard), the Shared Large Loading Stall (in Auto Courtyard), and the Shared Short-Term Loading / Visitor Stalls (in Auto Courtyard);
- (b) to park motor vehicles in the Commercial Parking Stalls (in Auto Courtyard);
- (c) to park motor vehicles in the Shared Large Loading Stall (in Auto Courtyard) for the purposes of loading and unloading;
- (d) to park motor vehicles in Shared Short-Term Loading / Visitor Stalls (in Auto Courtyard) for the purposes of short-term pick-up and drop off; and
- (e) to do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this Section 3.2.

**3.3 Blanket Easement re: Grease Interceptor (in Remainder) in favour of ASP 1.** Subject to the terms and conditions of this Agreement, the Remainder Owner, as registered owner of Remainder, hereby grants to the ASP 1 Owner, as registered owner of ASP 1, for the use, benefit and enjoyment of ASP 1, to have and to hold in perpetuity, in common with the Remainder Owner and the Users of the Remainder, the non-exclusive full, free and uninterrupted right, liberty, right of way and easement on, over, within and through the Remainder for the following purposes:

- (a) to enter, exit, go, remain in, pass and re-pass, at any time over the Remainder, with or without vehicles, supplies, materials, tools, machinery and equipment, for the purposes of accessing, operating, using, inspecting, Constructing, Maintaining and Repairing the Grease Interceptor (in Remainder); and
- (b) to do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this Section 3.3.

**3.4 Benefit and Burden.** The easements granted in this Article 3 will be appurtenant to and for the benefit of ASP 1, and such easements will charge and be a burden upon the Remainder.

**3.5 Restricted Access to Secured Areas.** To the extent that the Users of the Remainder, in exercising the easements granted in ARTICLE 2, will have access over any portions of ASP 1 which are not accessible to members of the public and/or are accessible only by key, access card or fob, or other similar device and such Users do not have keys, access cards or fobs or other similar device to access such secured areas, then such access will only be conducted under escort by the property manager or such persons as authorized by the ASP 1 Owner, provided that:

- (a) keys, access cards, fobs or other similar devices will be made available to Users of the Remainder in respect of those restricted portions of ASP 1 as described in the Development Permit as being shared areas that are typically intended for regular access and use by the Users of the Remainder, provided that the Remainder Owner will be responsible for the reasonable costs incurred by the ASP 1 Owner in providing such keys, access cards, fobs or other similar devices;
  - (b) the ASP 1 Owner will not restrict access in respect of any Emergency Pedestrian Exit Routes or any other portion of ASP 1, either express or implied, that is required to have unrestricted access.
- 3.6 **Users.** Subject to all limitations, restrictions and reservations in this Agreement applicable to the easements granted herein to ASP 1, all Users of ASP 1 may exercise fully the easement rights granted in this Article 3.

#### ARTICLE 4 LIMITATIONS, RESTRICTIONS AND RESERVATIONS

- 4.1 **Limitations on Easements.** The easements granted herein are subject to the following:
- (a) Reasonable Access and Exercise. Each Dominant Owner, in exercising the easement rights granted to it herein, will use the Servient Tenement over which it has been granted such easement rights only at such times and to such extent as is reasonably necessary for the Permitted Purposes in each case.
  - (b) Access By Qualified Individuals. The easements granted herein for installation and Construction, Maintenance and Repair to:
    - (i) the Building Shell, including, without limitation, the Building Envelope, the Exterior Elements and the Service Connections and Equipment;
    - (ii) Life Safety Systems; and
    - (iii) Support Structures;will be exercised only by individuals duly qualified to carry out the Construction, Maintenance and Repair or any other work permitted in connection with such easements.
  - (c) Designation of Exclusive Use Area. Except as expressly provided otherwise herein, the easements granted herein for Pedestrian Access Routes do not include the right of, and have not been granted to permit, entry or passage in, over and upon any area which a Servient Owner may now or hereafter reasonably designate for the exclusive use of that Servient Owner and its Servient Tenement, so long as such designation does not result in any interference with any easement granted herein, any requirement under the Building Code, or the Code Report Requirements.
  - (d) No Stopping or Parking on Vehicular Access Routes. The easements granted herein for Vehicular Access Routes do not include the right to stop for any unreasonable time or to park at all and have not been granted for the purpose of stopping or parking vehicles within the Vehicular Access Routes.
  - (e) Notice. The easements granted to a Dominant Owner herein for Construction, Maintenance and Repair of any Common Areas and Facilities within a Servient Tenement may be exercised only after a Dominant Owner wishing to exercise such easements has given to the Servient Owner not fewer than three days' prior written notice of the Dominant

Owner's intention to exercise such easements and, even then, only to the extent that the Servient Owner has not itself commenced the Construction, Maintenance and Repair or other work that the Dominant Owner wishes to perform or has failed to diligently perform same, except in the case of emergency, in which case, if reasonably possible and advisable, such easements may be exercised only after the Dominant Owner makes reasonable efforts in the circumstances to contact the Servient Owner, informs it of the emergency and gives it a reasonable opportunity in the circumstances to itself carry out the activities for which the Dominant Owner wishes to exercise the easement rights.

- (f) Additional Service Connections and Equipment. Any Dominant Owner wishing, at any time after occupancy permits have been issued for full occupancy of the Building, to construct or install within a Servient Tenement any additional Service Connections and Equipment may only do so if:
- (i) the Servient Owner of such Servient Tenement gives its explicit prior written, fully informed, consent thereto;
  - (ii) the Other Owner (if such additional Service Connections and Equipment are intended to connect to the Other Owner's Parcel and the Development therein) gives its explicit prior written, fully informed, consent thereto; and
  - (iii) it is not reasonably possible or practical for such additional Service Connections and Equipment to be constructed or installed within the Dominant Tenement.
- (g) Changes to Development.
- (i) Any Owner wishing, at any time after occupancy permits have been issued for full occupancy of the Building, to change its Development in any way (including, without limitation, changing the use of its Development or upgrading its Development) which has been approved by the City but which requires changes to a Development within the Other Parcel, may only do so if:
    - (A) the Other Owner (if such change affects its Parcel and the Development therein) gives its explicit prior written, fully informed, consent thereto, such consent not be unreasonably withheld or delayed; and
    - (B) it is not reasonably possible or practical for such change to be made without affecting the Other Owner's Parcel.
  - (ii) For clarity, Section 4.1(g)(i) will not apply to any change to a Development which has been approved by the City which is confined to such Development and which do not require changes to a Development within the Other Parcel.
- (h) Benefit to Dominant Tenement. Each easement granted herein over a Servient Tenement in favour of a Dominant Tenement is limited to those Servient Components within such Servient Tenement which are connected to, service and/or benefit, and/or are reasonably required for the use and/or enjoyment of such Dominant Tenement.

- 4.2 **Reservations to Servient Owner.** Notwithstanding the easements granted pursuant to ARTICLE 2 and ARTICLE 3, inclusive, hereof and any other agreements or instruments relating to the use and enjoyment of a Servient Tenement, there is hereby reserved to each Servient Owner, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time:

- (a) **Temporary Interruptions.** To temporarily interrupt a Dominant Owner's use and enjoyment of any easements granted to them herein, for the purpose of:
- (i) Constructing, Maintaining and Repairing the Service Connections and Equipment within such Servient Owner's Servient Tenement as the Servient Owner may reasonably require or deem expedient;
  - (ii) Constructing, Maintaining and Repairing a Development within such Servient Owner's Servient Tenement, as the Servient Owner may reasonably require or deem expedient; or
  - (iii) using such Servient Owner's Servient Tenement and the Development therein for any other reasonable purpose;
- provided that:
- (iv) such interruptions do not interfere in any way with the Emergency Pedestrian Exit Routes, the Life Safety Systems, Support, the Support Structures, security or the efficient and safe functioning of any Development;
  - (v) such interruptions do not unreasonably interfere with the Dominant Owner's access to or use and enjoyment of its Dominant Tenement or the Dominant Owner's exercise of any such easements;
  - (vi) all such interruptions are kept as short in time as reasonably possible;
  - (vii) not fewer than three days prior notice of any such interruption is provided to the Dominant Owner (except in the case of emergency, when no prior notice will be required);
  - (viii) to the extent reasonably possible, such interruptions will occur outside the regular hours of use, if any, of the easements being interrupted;
  - (ix) as soon as is reasonably possible and to the extent reasonably necessary, the Servient Owner puts in place reasonable measures to provide for the Dominant Owner, during the period of the interruption, reasonably adequate alternatives to the easements so interrupted; and
  - (x) all such interruptions are done only in strict compliance with any applicable City by-laws and any other applicable laws.
- (b) **Rules and Regulations.** From time to time, to make, amend, enforce and rescind reasonable rules and regulations governing, restricting and regulating the hours of use, enjoyment, security, safety, cleanliness, management, maintenance or operation of a Servient Tenement and to take such reasonable actions as may be necessary to enforce or prevent any breach of such rules and regulations, provided that such rules and regulations apply equally and in the same manner to the Dominant Owner and the Servient Owner alike and do not interfere with the Dominant Owner's ability to fully exercise its easement rights hereunder for the Permitted Purposes.
- (c) **Grant Statutory Rights of Way.** To grant statutory rights of way in favour of the City or other governmental entity or any public utility or public authority over its Servient Tenement or any portion thereof as may be reasonably required.

## ARTICLE 5 MODIFICATIONS

### 5.1 Partial Release.

- (a) Limitation of Easements by Plan. Subject to Section 11.1 of this Agreement, any Owner, at its expense, may arrange, at any time, for a duly qualified British Columbia Land Surveyor to prepare one or more explanatory or reference plans, as may be required for effective registration with the Land Title Office, showing precisely the location and dimensions of any area over which an easement has been granted, and, within a reasonable time of that Owner making a written request, the Other Owner in respect thereof (provided it, acting reasonably, approves such plan or plans) will execute and deliver to the requesting Owner for filing and registration with the Land Title Office, at the requesting Owner's expense, a partial discharge of any easement herein to which the plan is intended to apply so as to release such easement from such portions of the Servient Tenement as are not included within such plan, and thereafter, for the purposes of this Agreement, the applicable easement will be limited to the area as shown in such plan and will be subject as such to the provisions of this Agreement.
- (b) Request for Partial Discharge. Delivery of any such request for a partial discharge of an easement herein in accordance with the provisions of this Section 5.1 will, for all purposes, be deemed to have been validly and effectively made upon the owner of any Strata Lot created as a result of a Strata Plan subdivision of any Parcel if such request is in writing and is mailed by ordinary mail to the address for such owner of a Strata Lot as contained in the records of the Strata Corporation of the Strata Plan in which such Strata Lot is located. Any such request for a partial discharge made in accordance with the foregoing will be deemed to have been approved by any owner of a Strata Lot created as a result of the subdivision of any Parcel if such owner fails to reply in writing within seven days of delivery of the notice if notice is personally delivered, or within ten days of the mailing of the notice if the notice is mailed.

### 5.2 Replacement.

- (a) Replacement of Easements. Subject always to Sections 5.2(b), 5.2(c) and 11.1, subsequent to or in contemplation of any construction, damage to, demolition or destruction of or renovations or additions to any Easement Area, in the event of the loss of any of the easement rights contained herein for any reason, an Owner will, if so requested in writing by the Other Owner, duly execute in registrable form and deliver to the requesting Owner such modifications to this Agreement or such replacement easements, as the case may be, in a form and on such terms and conditions as the Owners agree, to recognize any changes to the physical manifestation of the Building, any Easement Area or any portion thereof, and the change in the relationship between the Parcels. There will be no compensation payable to any Owner therefor. It is the intent of the Owners that any modification hereof or replacement easements will be at least equal in utility, security, value and convenience to the Owners, respectively, as the easements herein granted and, provided that such modification hereof or replacement easements are so equal, it is also intended that the modification hereof or replacement easements interfere as little as possible with the access, use and enjoyment of each Parcel by the respective Owner of such Parcel.
- (b) Discharge of Replaced Easements. Subject always to Section 11.1, following execution and delivery by the Owners of any modification agreement or replacement easements in accordance with Section 5.2(a), the holders of the easements herein granted will, to the extent only that the easements herein granted have been modified or replaced, execute in registrable form and deliver a partial discharge or surrender of the easements so modified

or replaced, as the case may be, to the Owner receiving the benefit of such discharge or surrender.

- (c) **Priority.** Any modifications hereof or any replacement easements over any Parcels will be registered in the Land Title Office and the Owner granting such modification or replacement easement will use its best commercial efforts to cause same to have priority over any charges or encumbrances which permit the exercise of any rights or remedies which might prejudice the rights granted to the holder of the easements herein granted.

## ARTICLE 6 SUBDIVISION

- 6.1 **Subdivision.** Subject to the provisions of this Agreement, if any Parcel is at any time and in any way subdivided, then the rights, covenants, Section 219 Covenants and easements granted herein will hereby be extended to and continue to run with and bind all parcels created on such subdivision.
- 6.2 **Subdivision by Strata Plan.** If, at any time, any Parcel (a "**Subdivided Parcel**") is subdivided by deposit of a Strata Plan in accordance with the *Strata Property Act*:
- (a) excepting the covenants in ARTICLE 11, the benefit and burden of the easements herein granted and the other covenants and agreements herein will be accepted on behalf of the owners of the Strata Lots by the Strata Corporation created thereby and will be administered, enforced, modified or released by the Strata Corporation only, and, in particular, without limiting the generality of the foregoing, the Strata Corporation will make all payments required to be made hereunder and will receive all payments to be paid hereunder and will be responsible for obtaining the insurance policies required hereunder;
  - (b) the covenants in ARTICLE 11 will be accepted by the Strata Corporation created thereby and by the Strata Lot Owners of the Strata Lots within such Strata Plan;
  - (c) the benefit and burden of the easements herein granted are intended to benefit and burden the Strata Lots and Common Property created within any Strata Plan, and upon the subdivision of any Parcel by Strata Plan, the easements herein granted will be a charge against, and a benefit to, the Strata Lots and the Common Property within any Strata Plan;
  - (d) no Strata Lot Owner will attempt to enforce or in any way interfere with the Strata Corporation's administration of this Agreement or the easements herein granted;
  - (e) excepting the covenants in ARTICLE 11, the liability hereunder of each owner of a Strata Lot will be limited to such owner's unit entitlement in the common property of such Strata Plan in accordance with the provisions of the *Strata Property Act*;
  - (f) the Strata Corporation so created will:
    - (i) perform and observe the obligations and covenants of the Owner (the "**Subdivided Parcel Owner**") of such Subdivided Parcel herein at the expense of the Strata Corporation;
    - (ii) comply, in all respects, with this Agreement when creating, amending or rescinding the bylaws, rules and regulations of the Strata Corporation, and will cause each Strata Lot Owner to comply with the obligations, restrictions and limitations as provided herein;
    - (iii) be responsible for any breach arising from any action or omission of any Strata Lot Owner of the obligations, restrictions and limitations as provided herein; and

- (iv) be entitled to give all permissions and consents permitted to be given by the Subdivided Parcel Owner;
- (g) upon the registration of such Strata Plan, the Strata Corporation so created, the Subdivided Parcel Owner and the Other Owner will enter into an assumption agreement in a form satisfactory to the Subdivided Parcel Owner and the Other Owner, each acting reasonably, pursuant to which:
  - (i) the Strata Corporation unconditionally assumes all of the Subdivided Parcel Owner's covenants and obligations hereunder which arise or are required to be observed or performed from and after the date of filing of the Strata Plan and the Other Owner releases and discharges the Subdivided Parcel Owner from all of its covenants and obligations hereunder, other than those which arose or were required to be observed or performed prior to the date of filing of the Strata Plan; and
  - (ii) the Strata Corporation receives the benefit of all rights of the Subdivided Parcel Owner herein;
- (h) the assumption agreement referred to in Section 6.2(g) will also be in favour of the City and may be enforced by the City, but the City is not required to execute such assumption agreement, and the Owners agree to deliver to the City a copy of such assumption agreement executed by the Strata Corporation within 7 days of receipt thereof; and
- (i) from and after the filing of such Strata Plan, provided the Strata Corporation has executed the assumption agreement referred to in Section 6.2(g) (and, for greater certainty, regardless of whether the City, the Subdivided Parcel Owner and/or the Other Owner execute such assumption agreement), the Subdivided Parcel Owner will be released from all of its covenants and obligations hereunder, other than those which arose or were required to be observed or performed prior to the date of filing of the Strata Plan.

## ARTICLE 7 COVENANTS

### 7.1 Obligations for Maintenance and Repair.

- (a) Subject to Section 7.1(b):
  - (i) Shared Use Areas and Systems. Each Owner will, on an ongoing and continuous basis, Construct, Maintain and Repair the Common Areas and Facilities located within those certain "Shared Use Areas and Systems" listed in Part A of the Shared Components Schedule for which each such Owner is listed therein as the "Owner Primarily Responsible for Repair and Maintenance", including, without limitation, ongoing, non-structural, structural and capital Construction, Maintenance and Repair of such Common Areas and Facilities.
  - (ii) Development. Other than the Common Areas and Facilities referred to in Section 7.1(a)(i), each Owner, at its expense (except to the extent that under this Agreement such expense is a Shared Cost), will, on an ongoing and continuous basis, Construct, Maintain and Repair the entirety of the Development within such Owner's Parcel, including, without limitation, ongoing, non-structural, structural and capital Construction, Maintenance and Repair of the Common Areas and Facilities situate within such Owner's Parcel, and any Easement Area within the Other Parcel which, by this Agreement, is for the exclusive use of such Owner.

- (iii) **Maintenance and Repair Standards.** Each Owner will perform, or cause to be performed, its obligations under Sections 7.1(a)(i) and 7.1(a)(ii) in accordance with all applicable laws, regulations, codes, operating manuals and reasonable industry standards so as to keep such Common Areas and Facilities, such Development and such Easement Area and all parts and components thereof in all respects in good working order and in a fully functional, sound, neat, tidy, clean, sanitary, insurable (at ordinary rates) and safe condition and free of vermin and hazards and unreasonable wear and tear and to so keep them so as to ensure that, at all times, the easements granted herein can be fully exercised as intended hereby and to ensure and permit the continued full and lawful use, function and operation of the Building and the Developments therein as a single building in accordance with the Building Code, and to ensure that at all times the Building is kept, functions and operates as an integrated building and in excellent quality in all respects, in compliance with reasonable industry standards for buildings in a similar asset class and in a similar geographic location as the Building. In addition to the foregoing, each Owner will ensure, at all times, that the Construction, Maintenance and Repair of the Common Areas and Facilities for which such Owner is responsible hereunder is performed by a qualified member of the applicable trade who is certified and insured in accordance with industry standards and will, during the course of any warranty relating to any component of the Common Areas and Facilities for which such Owner is responsible hereunder, ensure that such component is Constructed, Maintained and Repaired in accordance with such warranty so as to ensure such warranty remains in full force and effect for its entire term and does not become void or voidable.
- (b) **Exclusive Use Areas and Facilities.** Notwithstanding any other provision in this Agreement, no Owner is required hereunder to Construct, Maintain and Repair any Exclusive Use Areas and Facilities within such Owner's own Parcel that, under this Agreement, are in place there and function for the use, benefit and enjoyment of the Other Parcel to the exclusion of the Owner of the Parcel in which such Exclusive Use Areas and Facilities are located. The obligation to Construct, Maintain and Repair any Exclusive Use Areas and Facilities and payment of all costs related thereto will be the responsibility of the Owner who enjoys the use, benefit and enjoyment of such Exclusive Use Areas and Facilities.
- (c) **Proof of Performance.** Each Owner will, as soon as reasonably possible following a request from the Other Owner, furnish to the Other Owner such information, statements or evidence, including, without limitation, copies of any reports, work records, proposals, quotes, estimates, contracts or invoices, as may be requested by the Other Owner, acting reasonably, in order for the Other Owner to determine whether the Owner is fulfilling its obligations under Sections 7.1(a)(i) and 7.4 to the standards required by, and in accordance with, this Agreement.

## 7.2 General Covenants.

- (a) **Minimize Nuisance.** Each Dominant Owner, in exercising any easement rights hereunder to carry out Construction, Maintenance and Repair work within the Servient Tenement, will use reasonable efforts to minimize any nuisance and inconvenience caused thereby for the Servient Owner and its respective Users.
- (b) **Not to Interfere with Servient Tenement.** Each Dominant Owner, insofar as it is practicable to do so, will exercise and ensure that its Users exercise the easement rights granted hereunder in such a manner so as not to unreasonably interfere with anyone's use and enjoyment of the Servient Tenement.



- (c) Not to Interfere with Other Owner's Easements. No Owner will do and each Owner will ensure that the Users of its Parcel will not do anything which, in the reasonable opinion of the Other Owner, would unreasonably interfere with the exercise by the Other Owner or its Users of any easements granted to the Other Owner herein.
- (d) Qualified Individuals. Except as may be otherwise required herein, no Owner will Construct, Maintain and Repair the Building Shell, including without limitation, the Building Envelope, the Exterior Elements and the Service Connections and Equipment, the Life Safety Systems, the Support Structures within its Parcel except under the direct supervision and direction of duly qualified and reputable individuals.
- (e) Construct, Maintain and Repair other Development. Each Owner, at its expense, will promptly and properly repair any and all damage such Owner or the other Users of its Parcel may, at any time, cause to a Development in the Other Owner's Parcel:
- (i) in exercising or purporting to exercise any easement rights granted hereunder or otherwise; or
  - (ii) in failing to perform any of its obligations to Construct, Maintain and Repair a Development or any Servient Tenement as required under this Agreement.
- (f) Continuing Support. No Owner will do anything or suffer or permit any condition to exist, at any time, in or upon its Parcel or, in exercising any easement rights granted hereunder, the Other Parcel that, in any manner, may cause a reduction in the effectiveness of Support or any Support Structures of any Development and no Owner will remove or cause or suffer or permit the removal of any Support Structures from any Development without ensuring that such Support Structures are first replaced with adequate or equivalent alternate Support Structures.
- (g) Compliance with Applicable Legislation. Each Owner will, at all times, comply with all laws applicable to the use and occupation of its Development.
- (h) Discharge Liens. No Owner will make or do anything at any time in or in connection with exercising any easement rights hereunder or performing any of its obligations hereunder that results in any lien or claim of lien or other similar charge or encumbrance upon the Other Owner's Parcel, and each Owner, at its expense, promptly on notice, from any source, of the existence of any such lien or claim of lien or other similar charge or encumbrance, will remove and discharge or cause to be removed and discharged any such lien or claim of lien or other similar charge or encumbrance.
- (i) Rules and Regulations. Each Dominant Owner, at its expense, will comply and ensure that its Users comply at all times with any reasonable rules and regulations that, pursuant to this Agreement, a Servient Owner may put in place in respect of the exercise of the easements granted herein over its Servient Tenement.
- (j) Notice and Exchange of Information. Each Owner, at its expense, will promptly notify the Other Owner of any Construction, Maintenance and Repair work performed or to be performed by or on behalf of such Owner to the Building Shell, including, without limitation, the Building Envelope, the Exterior Elements and the Service Connections and Equipment, the Life Safety Systems, the Support Structures within its Parcel and promptly, after the substantial completion of such work or after any earlier request from the Other Owner, deliver to the Other Owner a copy of all drawings, plans, specifications and operating and maintenance manuals relating to such Construction, Maintenance and Repair.

**7.3 Signs and Exterior Appearance of Parcel.**

- (a) Subject to Section 7.3(b), no Owner may place or install, or permit to be placed or installed, any signs on the exterior of the Development within its Parcel, and no Owner may alter or permit anyone to alter the exterior appearance of the Development within its Parcel, in each case without the explicit prior written consent of the Other Owner.
- (b) Notwithstanding Section 7.3(a), the ASP 1 Owner may, without requiring the consent of the Remainder Owner but subject to any applicable City bylaws and permitting requirements:
  - (i) place, install, alter, remove and replace signage relating to any commercial, retail or office use on the exterior and interior of the Development within ASP 1; and
  - (ii) alter the exterior appearance of the Development within ASP 1.

**7.4 Cooperation and Service Provider/Standard-Setting Owner.** Each Owner will cooperate with the Other Owner in order to Construct, Maintain and Repair the Common Areas and Facilities as required hereby and, where possible or practicable:

- (a) the Remainder Owner will use, maintain, adopt and implement the same Construction, Maintenance and Repair standards, schedules, techniques, plans and service providers as those used, maintained, adopted and implemented by the ASP 1 Owner (the "**Standard-Setting Owner**"), acting reasonably; and
- (b) if requested to do so by the Standard-Setting Owner, the Remainder Owner will, before carrying out or causing to be carried out any Construction, Maintenance and Repair of the Common Areas and Facilities, submit all proposals, plans, estimates, quotes and contracts for such Construction, Maintenance and Repair to the Standard-Setting Owner for approval, acting reasonably.

**7.5 Default.** If any Owner defaults in respect of this Agreement:

- (a) by failing to fulfill any of its obligations hereunder to Construct, Maintain and Repair a Development or any part, area or component thereof for which it is responsible hereunder to Construct, Maintain and Repair and if, for an unreasonable time after receipt from the Other Owner of a notice containing a demand for the defaulting Owner to fulfill such obligations (which notice period will be no less than 30 days, except in the event of an emergency), such defaulting Owner continues to fail to fulfill such obligations, the Other Owner may perform such obligations, and, to the extent the performance of such obligations are a shared benefit hereunder to one or more Parcels, the reasonable costs to the Other Owner for performing such obligations will be a Shared Cost and, to the extent the performance of such obligations are to the exclusive benefit of the defaulting Owner, the defaulting Owner will pay the Other Owner forthwith on demand the reasonable costs the Other Owner incurred in performing such obligations; or
- (b) by failing to fulfill any other of its obligations hereunder after receiving no less than 30 days' notice from the Other Owner (except in the event of an emergency, in which case no notice will be required), the Other Owner, on the defaulting Owner's behalf, may perform any such obligations, and, to the extent the performance of such obligations are a shared benefit hereunder to one or more Parcels, the reasonable costs to the Other Owner for performing such obligations will be a Shared Cost and, to the extent the performance of such obligations are to the exclusive benefit of the defaulting Owner, the defaulting Owner will pay the Other Owner forthwith on demand the reasonable costs the Other Owner incurred in performing such obligations.

7.6 **Acknowledgement re: Commercial Uses of ASP 1.** The Remainder Owner hereby acknowledges that:

- (a) the ASP 1 Owner will be used for commercial and other non-residential uses that will or may involve the emission of odours (including, without limitation, odours from food preparation), noise (including, without limitation, noise from patrons of businesses operating therein and noise from service and delivery vehicles), commercial loading and unloading, business hours which may include operations up to 24 hour per day, commercial pedestrian and vehicular traffic, idling vehicles, commercial and public use of exterior areas, garbage pick-up and other activities associated with such commercial uses, all of which may be seen, smelled or heard, as applicable, from the interior or exterior of the Remainder and the Development therein, including, without limitation, the Strata Lots and Common Property created within any Strata Plan filed in respect of the Remainder; and
- (b) provided such uses are permitted by and operate in accordance with all applicable municipal bylaws and ordinances, the Remainder Owner agrees it will not seek to prevent, limit, restrict or enjoin ASP 1 from being used for any such purposes, and neither the ASP 1 Owner nor any Users of ASP 1 will be liable or responsible for any inconvenience, nuisance, expense, cost, injury, damage, loss or disturbance to the Remainder, or any portion thereof, or to the Remainder Owner or the Users from time to time of the Remainder arising from, in connection with or incidental to the use of ASP 1 for such purposes (including any of the activities or disturbances described in this section occurring on or about ASP 1), so that neither the Remainder Owner nor any Users of the Remainder will have any right of action at law or in equity against the ASP 1 Owner or any Users of ASP 1 in respect thereof.

## **ARTICLE 8 INSURANCE**

8.1 **Common Areas and Facilities Insurance.**

- (a) The Remainder Owner (the "**Common Insurance Owner**") will arrange for, take out and keep (or cause to be taken out and kept) and thereafter maintained in full force and effect, the Common Areas and Facilities Insurance for the benefit of each Owner.
- (b) The following will apply to the policy for Common Areas and Facilities Insurance:
  - (i) The all risk insurance and comprehensive boiler and pressure vessel insurance policies will name all of the Owners as named insured and loss payees for their respective interest.
  - (ii) The commercial general liability insurance will name all of the Owners and their respective successors in title as named insureds and will include a cross-liability and severability-of-interests clause.
  - (iii) All such insurance policies will not be cancelled or endorsed to reduce the limits of liability without 30 days' notice in writing by registered mail to each of the Owners. Should any policy be endorsed to restrict coverage mid-term, notice of such restriction will be provided in writing by registered mail to each of the Owners no later than the effective date of change. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.
  - (iv) All such insurance coverage will be primary insurance with respect to the Common Areas and Facilities. Any insurance or self-insurance maintained by or on behalf

of an Owner in respect of its Parcel will be excess of this insurance and will not contribute with it.

- (v) The Common Insurance Owner will make commercially reasonable efforts to cause each such insurance policy to contain a limit of deductibility not greater than \$5,000 (provided that the foregoing will not apply to the deductible for earthquake, flood, sewer backup-up and water damage coverage, as the deductible for each such peril is driven by market factors and is likely to exceed such amount, and, in respect of such perils, the Common Insurance Owner will instead make commercially reasonable efforts to cause each such insurance policy to contain a limit of deductibility which is commercially reasonable);
- (vi) Notwithstanding Section 8.3, any deductible payable in respect of any property damage claim made under the Common Areas and Facilities Insurance will be paid in accordance with the cost-sharing allocations set out in the Shared Components Schedule, attached as Schedule A hereto.
- (vii) The Common Insurance Owner will, from time to time, whenever reasonably required by the Other Owner, furnish to the Other Owner certificates of insurance, certificates of renewal and other documents appropriate to evidence the insurance from time to time in force as required by this Section 8.1.
- (viii) If the Common Insurance Owner fails to insure as required under this Section 8.1, the Other Owner, after written notice to the Common Insurance Owner, may, but will not be obligated to, effect such insurance in the name of all Owners and the Common Insurance Owner will promptly repay the Other Owner for all costs incurred thereby.
- (ix) The Common Areas and Facilities Insurance will contain an apportionment amongst each Parcel of the quoted premium or premiums for such insurance, which apportionment will be made by the proposed insurer or the broker for such insurer and will be calculated using the standard industry criteria applicable (which criteria will be included in each such quotation), based on the relative value (estimated replacement cost) of the Common Areas and Facilities within each Parcel and will take into account the easement rights of any element of the Common Areas and Facilities by the Owners. Such relative values will be reviewed and updated yearly in connection with the placement or renewal of the Common Areas and Facilities Insurance for the following year. Each Owner agrees that each subsequent year's valuation of the respective Parcels for purposes of the Common Areas and Facilities Insurance will employ the same methodology as was employed in calculating such values for the initial year in which Common Areas and Facilities Insurance was in effect, which valuation will be undertaken by a qualified insurance appraiser.
- (x) Not less than every three years following the date of this Agreement, prior to placing or renewing any Common Areas and Facilities Insurance, the Common Insurance Owner will, unless all of the Owners first agree in writing to waive this requirement, arrange to obtain from reputable insurance brokers, not less than three competitive quotations for such insurance.
- (xi) If the Owners disagree regarding the calculation of their respective share of the costs of the Common Areas and Facilities Insurance, or if the Other Owner objects to the selection by the Common Insurance Owner of the insurance appraiser or the insurer or broker through which such insurance policies are placed, the dispute will be resolved in accordance with Section 12.1 hereof.

- (xii) In the event of an insured loss or damage to the property insured, all eligible insurance proceeds must be used to complete, at a minimum, the repair and/or reconstruction of the property insured as required pursuant to ARTICLE 14 with due diligence and without undue delay.
- (c) In the event that the Common Insurance Owner is unable to obtain the Common Areas and Facilities Insurance, or if the cost of obtaining such insurance is unacceptable to the Common Insurance Owner, acting reasonably, then notwithstanding the foregoing, the Owners will, insofar as it is practicable to do so, obtain and maintain joint insurance which fulfills all of the insurance obligations contained in this Section 8.1, with the cost of such insurance to be shared in accordance with ARTICLE 9. In such event, the Owners will cooperate with each other to the fullest extent to obtain and maintain such joint insurance policy.

**8.2 Building Operating Insurance by Remainder Owner and ASP 1 Owner.**

- (a) Each Owner, at its expense, in addition to and not in substitution for any other insurance as may be required by either party, Common Areas and Facilities Insurance and all policies of insurance maintained by the Other Owner in respect of its respective Parcel, will arrange for, obtain and keep (or cause to be obtained and kept) and thereafter maintain in full force and effect, Building Operating Insurance in respect of its Parcel and the Development therein.
- (b) The following will apply to each policy for Building Operating Insurance:
  - (i) All such insurance policies will not be cancelled or endorsed to reduce the limits of liability without 30 days' notice in writing by registered mail to each of the Owners. Should any policy be endorsed to restrict coverage mid-term, notice of such restriction will be provided in writing by registered mail to each of the Owners no later than the effective date of change. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.
  - (ii) The insurance coverage will be primary insurance in respect of such Owner's Parcel and any insurance or self-insurance maintained by or on behalf of the Other Owner will be excess of this insurance and will not contribute with it.
  - (iii) Each Owner is responsible for payment of all deductibles applicable to any insurance policies required by this Section 8.2 to be taken by each Owner for its respective Parcel.
  - (iv) The commercial general liability insurance will name all Owners and their respective successors in title as named insureds and will include a cross-liability and severability-of-interests clause.
  - (v) In addition to and not in substitution for each Owner's obligation to Construct, Repair and Maintain its respective Parcel, as provided for in this Agreement, each Owner will ensure that its Parcel is kept in such a state of repair so as to ensure that its Parcel is in an insurable condition, and in particular, without limiting the generality of the foregoing, kept in such a state of repair so as to ensure that its Parcel may be insured at ordinary insurance rates.
  - (vi) Each Owner will, from time to time, whenever reasonably required by the Other Owner, furnish to the Other Owner certificates of insurance, certificates of renewal

and such other documents required to evidence the insurance from time to time in force as required by this Section 8.2.

- (vii) If an Owner fails to insure as required under this Section 8.2, the Other Owner, after written notice to such Owner, may, but will not be obliged to, effect such insurance in the name and at the expense of such Owner, and such Owner will promptly repay the Other Owner for all costs incurred by the Other Owner in so doing.
  - (viii) In the event of an insured loss or damage to a Parcel, all eligible insurance proceeds must be used to complete, at a minimum, the repair and/or reconstruction of such Parcel as required pursuant to ARTICLE 14 with due diligence and without undue delay.
- (c) Notwithstanding the foregoing, if it is more commercially reasonable for the Owners to take out, keep, maintain and participate in a joint insurance policy to cover some or all of the matters described in this Section 8.2, then the Owners will cooperate with each other to the fullest extent to obtain and maintain such joint insurance policy provided the Owners, acting reasonably, have mutually agreed to same, provided always that all of the insurance obligations of all the Owners under this Section 8.2 are nonetheless fulfilled.

- 8.3 **Payment of Deductible.** If a claim is made under any of the insurance policies required to be obtained and maintained hereunder, and the cause of the damage which is the subject matter of such claim can be reasonably attributed to the act or omission, whether negligent or otherwise, of one or more Owner, then the deductible payable in respect of such claim will be payable by the Owner whose act or omission caused the damage, or if more than one Owner's act or omission caused the damage, then divided among and paid by those Owners whose act or omission caused the damage based on the proportionate liability of such Owners in relation to such damage.
- 8.4 **Annual Review.** Each Owner, at its expense, will have the insurance it is required hereunder to obtain and keep reviewed by a qualified insurance consultant at least once each calendar year to ensure that the coverage provided thereby is consistent with the actual insurable values of the property insured thereby and that the coverage provided by any liability insurance required to be obtained and maintained pursuant is for an amount consistent with the then prevailing industry standards in the City of Surrey for liability insurance for similar projects.
- 8.5 **Additional Insurance.** Nothing herein will prevent any Owner from obtaining whatever additional insurance coverage such Owner may deem desirable, provided that such will be in addition to and not in substitution for any insurance required to be obtained and maintained by such Owner pursuant to the terms of this Agreement, and provided further, that all such additional insurance will be at the sole cost of the Owner obtaining same.
- 8.6 **Failure to Repair, Rebuild or Repair.** Should any Owner fail to repair, rebuild or replace any such Owner's Development in the event of any insurable damage thereto or destruction thereof or to do so in a timely manner as required hereunder, then the Other Owner may effect such repairs, rebuilding or replacement and in those circumstances the Other Owner will be entitled to receive all insurance benefits payable in respect thereof for all expenses it incurs therefore and the Owner failing to carry out the repairs, rebuilding or replacement of its Development will do all things necessary to ensure that happens.

## ARTICLE 9 COST SHARING

### 9.1 Annual Estimated Budget for Reimbursable Costs.

- (a) Prior to October 31<sup>st</sup> of each calendar year, or such other date as the parties may agree, each Owner which anticipates that it will incur, during the upcoming fiscal year period, Reimbursable Costs that the Other Owner must pay some or all of, will prepare and deliver to the Other Owner for approval a budget setting out its estimate of Reimbursable Costs for the Other Owner (in respect of each Owner, the "**Annual Estimated Budget of Shared Costs**") for the upcoming fiscal year period. For the purposes of this Agreement, the fiscal year period will run from January 1 of a given year to December 31 of the next year or such other dates as the parties may agree.
- (b) Each Owner that delivers an Annual Estimated Budget of Shared Costs pursuant to subsection 9.1(a) will furnish to the Other Owner, as soon as reasonably possible following a request from the Other Owner, such information, statements or evidence, including, without limitation, copies of any reports, work records, proposals, quotes, estimates, contracts or invoices, as may be reasonably requested by the Other Owner regarding the Reimbursable Costs set out in such Annual Estimated Budget of Shared Costs in order that the Other Owner may determine that the anticipated Reimbursable Costs set out therein will be reasonably and necessarily incurred.
- (c) If, within 30 days of the delivery of such budgets to the Owners, the Owners cannot agree to the items and estimated amounts set out in all such budgets then the matter will be settled in the manner set out in ARTICLE 12.

### 9.2 Cost Sharing.

- (a) Exclusive Use Areas and Facilities. Each Owner acknowledges and confirms that any costs associated with the structural, capital and non-structural Construction, Maintenance and Repair of any Exclusive Use Areas and Facilities will be payable by the Owner who exclusively receives and enjoys the benefit of such Exclusive Use Areas and Facilities.
- (b) Utilities. Notwithstanding the location of any utility lines and meters, each Owner will pay for its own utilities which are separately metered or sub metered, including, without limitation, natural gas, neighbourhood energy utility and electricity and each Owner will pay for the Construction, Maintenance and Repair and Meter Reading Costs of all the utility meters and related equipment which exclusively service such Owner's Parcel. For those utility meters that measure utility consumption used in more than one Parcel, each Owner will pay its proportionate share of the cost of such utility consumption and Meter Reading Costs in accordance with the Shared Components Schedule, or if such utility is not set out in the Shared Components Schedule, the Owners will share the cost of such utility and Meter Reading Costs in an equitable and reasonable manner. The parties acknowledge and agree that either the ASP 1 Owner or the Remainder Owner may elect to engage a third party to administer, manage, read and operate utility meters, submeters and related equipment within the Building from time to time.
- (c) Common Areas and Facilities.
  - (i) The Owners agree that the Reimbursable Costs in respect of the Common Areas and Facilities located within those certain "Shared Use Areas and Systems" listed in Part A of the Shared Components Schedule will be shared between the Owners in accordance with the applicable percentages set out in Part A of the Shared

Components Schedule, and each Owner's Share of such Reimbursable Costs will be calculated based on such percentages.

- (ii) To the extent that there are any portions, areas, facilities or systems of or in a Parcel that qualify as Common Areas and Facilities, but which are not listed in Part A of the Shared Components Schedule, the Owners agree that the Reimbursable Costs in respect of such Common Areas and Facilities will be shared between the Owners which use or benefit from such Common Areas and Facilities. To the extent that such Owners are not able to agree on the percentage of such Reimbursable Costs that each such Owner should pay, each such Owner's Share of such Reimbursable Costs will be calculated in accordance with the percentages set out in Part B of the Shared Components Schedule (the "**Default Cost-Sharing Percentages**").
- (d) Other Shared Costs. To the extent that any Owner incurs any Shared Costs for which this Agreement (including the Shared Components Schedule) does not include a specific allocation between the Owners, then the Owners agree that the Reimbursable Costs in respect thereof will be shared between the Owners who benefit from the expenditure of such Shared Costs, and to the extent that such Owners are not able to agree on the percentage of such Reimbursable Costs that each such Owner should pay, each such Owner's Share of such Reimbursable Costs will be calculated in accordance with the Default Cost-Sharing Percentages.
- (e) Renovations. If an Owner elects to alter, enlarge, reconstruct, relocate, or otherwise renovate the improvements situate within its Parcel (in this Section 9.2(e), the "**Renovations**") and such Renovations are strictly for the benefit of such Owner's Parcel and such Renovations are made at the sole discretion of such Owner, then the portion of the costs and expenses for such Renovations that relate to the Common Areas and Facilities will be excluded from Reimbursable Costs and will be borne solely by the Owner that engaged in such Renovations.

9.3 **Payment of Reimbursable Costs.** Each Owner covenants and agrees to reimburse the Other Owner for such Owner's Share of Reimbursable Costs incurred by the Other Owner and each Owner further covenants and agrees with the Other Owner to include such Owner's Share of Reimbursable Costs in any annual budget of any Strata Corporation created by the subdivision of such Owner's Parcel by the deposit of a Strata Plan pursuant to the *Strata Property Act*. The procedure for an Owner to reimburse the Other Owner for such Owner's Share of Reimbursable Costs incurred by the Other Owner will be as follows:

- (a) Payment. Each Owner will pay to the Other Owner its Owner's Share of Reimbursable Costs based on the Annual Estimated Budget of Shared Costs (as provided by each of the Owners to the Other Owner) in monthly instalments in advance on or before the 1<sup>st</sup> day of each month. If, for a given month, the monthly instalment payable by one Owner (the "**Reimbursing Party**") to the Other Owner (the "**Collecting Party**") exceeds the monthly instalment payable by the Collecting Party to the Reimbursing Party, then the Reimbursing Party will remit to the Collecting Party the amount of the excess on or before the due date for payment of such instalment. For any monthly instalment that remains unpaid for more than 30 days, interest will be applicable at the Prime Rate plus 2% per annum calculated from the 31<sup>st</sup> day after such monthly instalment is due until paid, compounded annually.
- (b) Statement of Expenses. As soon as reasonably possible after the end of the fiscal year period for which the estimated monthly instalments have been paid under Section 9.3(a) (and in any event, within 120 days of such fiscal year period ending), each Owner that has incurred Reimbursable Costs under this Agreement will furnish to the Other Owner a statement in writing (the "**Annual Shared Costs Statement**") certified by an officer of the



Owner that incurred the expenses (or the Strata Corporation created by the stratification of the applicable Parcel), showing the particulars of the actual Reimbursable Costs incurred by that Owner for the preceding fiscal year period in reasonable detail and within a reasonable period of time following a request from the Other Owner, such other information, receipts or evidence, including, without limitation copies of any reports, work records, proposals, quotes, estimates, contracts or invoices, as may be reasonably requested by the Other Owner regarding the Reimbursable Costs set out in such Annual Shared Costs Statement in order that the Other Owner may determine that the expenditures were reasonably and necessarily incurred. The Annual Shared Costs Statement will also include those amounts already paid by way of monthly instalments by the Other Owner to the Owner that incurred the expenses. All necessary adjustments will be made among the Owners and any money owing by or to an Owner will be paid or credited within 30 days of receiving the Annual Shared Costs Statement. All adjustments will be based on the reconciliation between the monthly instalments already paid and the actual Reimbursable Costs incurred. For any adjusted amounts that are owing and remain unpaid for more than 30 days, interest will be applicable at the Prime Rate plus 2% per annum calculated from the 31<sup>st</sup> day after such monthly instalment is due until paid, compounded annually.

- (c) Reimbursable Costs in Excess of \$10,000.00. Notwithstanding Sections 9.3(a) and 9.3(b), if any Owner is required, pursuant to any single invoice received by such Owner, to pay an amount exceeding \$10,000 in respect of Reimbursable Costs hereunder, then the Owner which incurred such Reimbursable Costs will be reimbursed by the Other Owner for the Other Owner's share of such Reimbursable Costs within 30 days of receipt by the Other Owner of a statement in writing certified by an officer of the Owner which incurred such Reimbursable Costs (or the Strata Corporation created by the stratification of the applicable Parcel) showing the particulars of the Reimbursable Costs incurred by that Owner in reasonable detail and by reference to that Owner's Annual Estimated Budget of Shared Costs, as approved, in order that the Other Owner may determine that the expenditure was reasonably and necessarily incurred, together with interest at the Prime Rate plus 2% per annum from the 31<sup>st</sup> day following receipt of such statement in writing until paid, if not paid within 30 days following receipt of such statement, compounded annually.
- (d) Accounting. Each Owner agrees that it will keep accurate accounting records of all Reimbursable Costs incurred, together with reasonable supporting information for such Reimbursable Costs, which records will be available for inspection or audit at the year-end by the Other Owner upon 30 days' notice at reasonable times and such records will be kept for four years, with the inspection and audit costs to be at the expense of the Other Owner undertaking the inspection or audit. To the extent that any Owner engages any property manager which incurs any Reimbursable Costs, the Owner will make commercially reasonable efforts to ensure that such property manager keeps accurate accounting records of all Reimbursable Costs incurred, together with reasonable supporting information for such Reimbursable Costs, and makes same available for inspection as aforesaid.
- (e) Disputes. If any Owner disputes an Annual Shared Costs Statement or the cost sharing set out therein within 30 days following receipt of the Annual Shared Costs Statement, then the matter will be settled in the manner set out in ARTICLE 12 hereof.
- (f) Incurring of Expenses. Prior to incurring an expense which an Owner has not budgeted for in its Annual Estimated Budget of Shared Costs, and if the Owner intends to include such expense in its accounting of Net Reimbursable Costs for the purposes of the Annual Shared Costs Statement, such Owner must obtain the agreement of the Other Owner to the expense in advance of incurring such expense except in the case of an emergency or

perceived emergency expenditure. If there is no agreement then the matter will be settled in the manner set out in ARTICLE 12 hereof.

9.4 **Reimbursable Costs Incurred Prior to Occupancy Permit.** Notwithstanding Section 9.3, no Owner will be liable to pay for any Reimbursable Costs incurred by the Other Owner prior to the date that an occupancy permit has been issued by the City for all or a portion of the improvements Constructed within such Owner's Parcel unless it agrees with the Other Owner to do so.

9.5 **Deductions and Exclusions from Reimbursable Costs.**

(a) Deductions. All recoveries which reduce costs and expenses to operate, clean, Construct, Maintain and Repair, replace and insure the Common Areas and Facilities will be deducted from the calculation of Reimbursable Costs, including, without limitation, the following:

- (i) recoveries under any warranties;
- (ii) net recoveries from third parties as a result of any act, omission, default or negligence of such third parties;
- (iii) net amounts received from third parties for the use or occupation of any of the Common Areas and Facilities; and
- (iv) recoveries under any insurance policies maintained by an Owner,

provided that for the purpose of calculating the 5% administration fee, the amount of the recoveries referred to in this Section 9.5(a) will not be deducted.

(b) Exclusions. In addition to any other exclusions from the calculation of Reimbursable Costs, the following will be excluded from the calculation of Reimbursable Costs:

- (i) all interest charges on overdue accounts or other financing charges; and
- (ii) any Taxes with respect to costs incurred if a credit may be claimed from Canada Revenue Agency for such Taxes.

9.6 **Status Certificate.** Each Owner will, within 15 days after a written request from the Other Owner and upon payment of a reasonable fee by the requesting Other Owner not to exceed \$100.00 (and adjusted each year in accordance with the "all items Consumer Price Index" for Greater Vancouver published by Statistics Canada or successor in function, or any similar replacement index using 2023 as the base year), deliver to any actual or prospective mortgagee or prospective purchaser, as specified by the requesting Other Owner, a certificate upon which the recipient will be entitled to rely specifying:

- (a) the amount of money, if any, owing or accruing due to the Owner by the requesting Other Owner pursuant to the terms of this Agreement;
- (b) any work which has been undertaken by the Owner for which it will be seeking total or partial compensation from the requesting Other Owner; and
- (c) the details of any notice given to the requesting Other Owner pursuant hereto of the Owner's intention to do work.

9.7 **Acknowledgement re: Allocation of Shared Costs.** Each Owner hereby acknowledges that the developer of the Building has made all reasonable and good faith efforts to allocate the Shared Costs among the Owners in a manner that is fair, reasonable and equitable based on the

anticipated proportionate usage of the Common Areas and Facilities, or the benefit of the Common Areas and Facilities enjoyed, by each of the Owners, and the particular Owner's Share of the Shared Costs as specified herein reflect such allocations, and the Owners hereby consent to and approve of such allocations.

9.8 **Property Taxes.** Notwithstanding anything contained in this Agreement, each Owner is responsible for and will pay its property taxes and, for greater certainty, property taxes in respect of any Common Areas and Facilities will not be shared between the Owners and neither Owner will include property taxes in respect of any Common Areas and Facilities in its calculation of Reimbursable Costs for the purpose of the Annual Estimated Budget of Shared Costs or the Annual Shared Costs Statement.

9.9 **Depreciation Report.** The Owners understand and agree that each Owner may, from time to time, obtain a depreciation report (a "**Depreciation Report**") in accordance with the *Strata Property Act* estimating the repair and replacement cost for major items, and the life of those items, in the Strata Corporation formed or to be formed in respect of a Parcel. The Other Owner will reimburse the Remainder Owner for a portion of the costs and expenses incurred by the Remainder Owner in obtaining each Depreciation Report in accordance with the applicable percentage set out in Part A of the Shared Components Schedule, provided the Remainder Owner:

- (a) causes each Depreciation Report to be prepared by a person who:
  - (i) is a "qualified person" within the meaning of the *Strata Property Act*; and
  - (ii) is approved of in advance in writing by the Other Owner;
- (b) does not obtain a Depreciation Report more frequently than required by the *Strata Property Act*; and
- (c) provides a copy of each Depreciation Report to the Other Owner as soon as reasonably possible after the preparation of same.

Notwithstanding anything contained in this Agreement: (i) the Other Owner is not required to pay, reimburse or contribute any amount whatsoever to the Remainder Owner in connection with any Depreciation Report, except as expressly set out in this section 9.9; and (ii) the Other Owner is not required to contribute to the contingency reserve fund of the Strata Corporation formed or to be formed in respect of the Remainder or to reserve, set aside or earmark funds for the Construction, Maintenance and Repair of any item listed in a Depreciation Report, including without limitation, any Common Areas and Facilities.

## ARTICLE 10 INDEMNITIES

10.1 **Indemnities.**

- (a) Dominant Owners. Notwithstanding any insurance obtained or required hereunder, each Owner, as a Dominant Owner hereunder, will indemnify the Other Owner, as Servient Owner hereunder, for all losses, injuries, damages, costs and expenses of any kind such Servient Owner may suffer, incur or experience and for any complaints, demands, claims, actions and judgments against such Servient Owner for any loss, injury, damage, cost or expense any other person or entity may suffer, incur or experience as a result of the Dominant Owner and/or its Users negligently exercising the easement rights granted to it herein or in exercising them in any way that is in breach of this Agreement.

- (b) Servient Owners. Notwithstanding any insurance obtained or required hereunder, each Owner, as a Servient Owner hereunder, will indemnify the Other Owner, as a Dominant Owner hereunder, for all losses, injuries, damages, costs and expenses such Dominant Owner may suffer, incur or experience and for any complaints, demands, claims, actions and judgments against such Dominant Owner for any loss, injury, damage, cost or expense any other person or entity may suffer, incur or experience as a result of the Servient Owner negligently performing its obligations hereunder as a Servient Owner or as a result of the Servient Owner breaching its obligations hereunder as a Servient Owner.

#### ARTICLE 11

#### SECTION 219 COVENANT AND STATUTORY RIGHT OF WAY IN FAVOUR OF THE CITY

- 11.1 **Section 219 Covenant.** Pursuant to Section 219 of the *Land Title Act*, each Owner covenants and agrees with the City, as a covenant charging and running with and binding each of their respective Parcels, that:
- (a) the Parcels will be used to provide the easements granted under this Agreement;
  - (b) no building, structure or improvement on or within any of the Parcels, will be constructed, maintained or repaired, reconstructed, improved, altered or modified except in compliance with the Development Permit and the Building Code in effect at the time of such building construction, maintenance or repair, reconstruction, improvement, alteration or modification;
  - (c) the Owners will implement the provisions of the Building Code in accordance with this Agreement (including, without limitation, unrestricted access to all portions of the Building for firefighters);
  - (d) the Owners will not use any portion of any Parcel in any manner that interferes with or detracts from the easements granted herein, except as expressly permitted herein;
  - (e) under no circumstances whatsoever will the easements granted under this Agreement be suspended, interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of any Owner or those claiming by, through or under any of them or for any reason whatsoever, and each Owner will refrain from seeking any judgment, order or declaration to that effect, except with the written consent of the City. Nothing contained herein will prevent an Owner (or a Strata Corporation if such Parcel has been subdivided by a Strata Plan) from applying to enjoin or restrain any wrongful action or from seeking damages therefor;
  - (f) the easements, covenants and rights granted pursuant to the provisions of this Agreement will not be modified, abandoned, surrendered or discharged (whether partially or fully) without the prior written consent of the City.
  - (g) notwithstanding anything to the contrary herein contained, the City is a party to this Agreement for the purposes only of receiving any rights granted to it in this Section 11.1 or otherwise and, without limiting the generality of the foregoing, neither the City nor any of its elected officials, officers, servants, employees or agents (each herein called a "**City Party**"), including without limitation the Chief Building Official will be liable for anything done or failed to be done pursuant to or associated with any provision within this Agreement or anything contemplated thereby, whether or not such act or omission was accompanied by negligence on the part of the City or any City Party;
  - (h) each Owner has requested the Chief Building Official to agree to treat the Building and the Developments therein as a single building on a single parcel of land in perpetuity for the

purposes of the Building Code, and agrees that in considering the compliance of the Building and the Developments therein with the Building Code following the subdivision creating the Parcels, the Chief Building Official and the City have wholly relied upon the analysis thereof by the Code Consultant as set out in the Code Compliance Report for the purposes contemplated therein. The opinion of the Code Consultant set forth in the Code Compliance Report is that if the Code Report Requirements are satisfied, which the Owners acknowledge and confirm are satisfied pursuant to this Agreement, then the level of fire protection, life safety and property protection intended by the Building Code will be maintained for the Building, on an alternative solution basis, and following the subdivision of Lot B into the Remainder and ASP 1, the Building and the Developments therein will be in compliance with the Building Code;

- (i) each Owner will release and discharge the City and each City Party from and against all Losses which may, at any time, arise or accrue to any Owner in connection with any of the following, without limitation:
  - (i) any decision made by the City or a City Party in respect of this Agreement including but not limited to:
    - (A) reviewing, accepting or approving the design specification materials and methods of Construction of a Development, or any portion thereof, on ASP 1 or on the Remainder; and
    - (B) inspecting a Development or any portion thereof, on ASP 1 or on the Remainder;
  - (ii) this Agreement, including, without limitation:
    - (A) the easements granted hereunder;
    - (B) the loss or abridgement of the easements granted hereunder; and
    - (C) the exercise of the easements granted hereunder;
    - (D) any release of this Agreement or the loss of any of the rights granted hereunder;
  - (iii) the issuance or withholding of any approval or permit by the City relating to the subject matter of this Agreement (including approval of the subdivision creating the Parcels), and the requirement to grant reciprocal easements as provided herein;
  - (iv) agreement by the City, including the Chief Building Official, at the request of the Owners, to treat the Building and the Developments therein as a single building in perpetuity for the purposes of the Building Code and in connection with any reports required by the City in connection therewith, and any failure by the City, as a result, to enforce any City bylaw applicable to the Building and the Developments therein, or any part thereof to the fullest extent, or at all, as a result;
  - (v) the non-compliance of any Parcel or the Building and the Developments therein with the Building Code or any City bylaw, notwithstanding this Agreement, and the requirements of the City with respect hereot;
  - (vi) any breach by any Owner or those for whom they are, respectively, responsible in law, of their respective obligations contained in this Agreement;

- (vii) any personal injury, damage or death occurring in or on a Servient Tenement;
- (viii) a claim made against the City or a City Party, notwithstanding Section 11.1(g);

whether or not such Losses are a result of, or in any way relate to, any negligent acts or omissions on the part of the City or any City Party;

- (j) each Owner will, on a joint and several basis, indemnify and save harmless and reimburse the City and each City Party from and against all Losses which may arise or accrue to any Owner or any person against the City or any City Party or which the City or any City Party may pay, incur, sustain or be put to by reason of, or which would not or could not have been sustained "but for", any of the following:
  - (i) any decision made by the City or a City Party in respect of this Agreement including but not limited to:
    - (A) reviewing, accepting or approving the design specification materials and methods of Construction of a Development, or any portion thereof, on ASP 1 or on the Remainder; and
    - (B) inspecting a Development or any portion thereof, on ASP 1 or on the Remainder;
  - (ii) this Agreement, including, without limitation:
    - (A) the easements granted hereunder;
    - (B) the loss or abridgement of the easements granted hereunder;
    - (C) the exercise of the easements granted hereunder; and
    - (D) any release of this Agreement or the loss of any of the rights granted hereunder;
  - (iii) the issuance or withholding or any approval or permit by the City relating to the subject matter of this Agreement (including approval of the subdivision creating the Parcels), and the requirement to grant reciprocal easements as provided herein;
  - (iv) agreement by the City, including the Chief Building Official, at the request of the Owners, to treat the Building and the Developments therein as a single building in perpetuity for the purposes of the Building Code, and any failure by the City, as a result, to enforce any City by law applicable to the Building and the Developments therein, or any part thereof to the fullest extent, or at all, as a result;
  - (v) the non-compliance of any Parcel or the Building and the Developments therein with the Building Code or any City bylaw, notwithstanding this Agreement, and the requirements of the City with respect hereto;
  - (vi) any breach by any Owner or those for whom they are, respectively, responsible in law, of their respective obligations contained in this Agreement;
  - (vii) any personal injury, damage or death occurring in or on a Servient Tenement in connection with this Agreement or an easement provided herein;

(viii) a claim made against the City or a City Party in relation to the subject matter of this Agreement or an easement provided herein, notwithstanding Section 11.1(g),

whether or not such Losses are a result of, or in any way relate to, any negligent acts or omissions on the part of the City or any City Party (other than Losses which result from an intentional or wrongful act of the City and any City Party);

- (k) each Owner will operate, Construct, Maintain, and Repair, as and when required, its respective Parcel, the Development therein (including, without limitation, the Common Areas and Facilities therein) and every part and component thereof as would a prudent owner and in accordance with the terms and conditions of this Agreement and the Building Code, and to the extent necessary it will use the easements granted hereunder for those purposes;
- (l) the Owners agree that damages will not be an adequate remedy for the City for any breach by the Owners of their respective obligations under this Agreement, and that the City is entitled to an order for specific performance or a prohibitory or mandatory injunction as a remedy for any such breach;
- (m) the Owners each agree that in any proceeding relating to this Agreement, the City is entitled to its costs on a solicitor and own client basis; and
- (n) each Owner acknowledges and agrees that:
- (i) the Building and the Developments therein are considered a single building on a single parcel of land in perpetuity for the purposes of the application of the Building Code and it will at all times comply with the requirements of the building bylaw applicable to its Parcel and to the project as a whole;
  - (ii) the Parcels are considered a single parcel for the purposes of the application of all zoning bylaws of the City and it will at all times comply with the requirements of such zoning bylaws applicable to its Parcel and to the project as a whole;
  - (iii) they will pay their proportionate share of the cost to maintain and repair any of the Common Areas and Facilities in accordance with the terms of this Agreement;
  - (iv) where an Owner changes the use of its Development which requires a change to a Common Wall, such party changing the use of its Development will undertake, at its cost, construction to effect such change in accordance with the Building Code and all requirements of the Chief Building Official;
  - (v) it is fully aware of the presence of unprotected openings at air space parcel property lines at certain locations within one or more Parcels and, accordingly, each Owner acknowledges and agrees that that it is fully aware that smoke and fire may readily move between the Parcels and the Developments therein as a result of such openings;
  - (vi) it is fully aware of and has read and understood the contents of the reports, if any, as required by the City in connection with this Agreement;
  - (vii) it will cause the Life Safety Systems to be properly Constructed, Maintained and Repaired as a prudent owner would do and not alter same unless such alterations are approved by the City, and in furtherance of the foregoing, it will use commercially reasonable efforts to engage one company with respect to:

- (A) the off-site monitoring of the fire alarm systems signals for each Parcel; and
- (B) the Construction, Maintenance, Repair and replacement of the Life Safety Systems for each Parcel, including all separate and shared components of the Life Safety Systems,

provided that if the Owners cannot agree on the engagement of one company to perform the foregoing work and services, each Owner will be separately required to engage a company to perform the foregoing work and services in respect of its Parcel;

- (viii) where any Owner changes the use of its Parcel which requires a change to a Common Wall or other element of its Parcel, such party changing the use of its Parcel will undertake, at its cost, Construction to effect such change in accordance with all requirements of the Chief Building Official;
- (vix) the provisions of this Section 11.1 are for the sole purpose of benefitting the City and are not designated to protect or promote the interest of any of the Owners, Users or any future owner, occupier or user of any Parcel or any other person or corporation whatsoever and will not imply that the City has any obligation to exercise any of its rights hereunder, and the City may, at its option, execute an amendment to, or a release of, any of the provisions of this Section 11.1 or part thereof at any time without liability to anyone for so doing.

11.2 **Statutory Right of Way.** Pursuant to section 218 of the *Land Title Act*, each of the Remainder Owner and the ASP 1 Owner grants to the City the non-exclusive, full, free and uninterrupted statutory right of way, liberty and easement (subject only to the terms hereof) for the City and all personnel of the City and any agents thereof engaged in emergency response activities (including fire department, ambulance and police personnel) at all times hereafter, in common with all other persons now or hereafter having the express or implied permission of the Owners to a similar right, to:

- (a) enter over and in any portion of the Parcels as necessary to respond to any real or perceived risk to person or property, which, for certainty, includes entry and access by way of any elevators within the Remainder and ASP 1 that is designed as the firefighters' elevator; and
- (b) bring onto the Parcels all machinery, vehicles, materials and equipment reasonably required in connection with the exercise of the foregoing rights,

provided that the exercise of the foregoing rights is carried out for a *bona fide* reason and is otherwise in accordance with all applicable laws. This statutory right of way is necessary for the operation and maintenance of the City's undertaking.

11.3 **Responsibilities of Strata Corporation.** Notwithstanding anything to the contrary in Section 11.1 and 11.2, if a Parcel is subdivided by a Strata Plan, then:

- (a) subject to Section 11.3(b), the Strata Corporation created thereby will be solely responsible for performing and observing all of the obligations and covenants in Section 11.1 and 11.2 of the Subdivided Parcel Owner which either:
  - (i) the Strata Corporation is required to perform or observe pursuant to the *Strata Property Act*; or



- (ii) relate to any portion of a Development other than a Strata Lot within such Strata Plan; and
- (b) the Strata Lot Owners of the Strata Lots within such Strata Plan will not be required to perform or observe the obligations and covenants which the Strata Corporation is responsible for under Section 11.3(a), provided however that in no event shall this Section 11.3 operate as a release or waiver of such Strata Lot Owners from their respective agreements, obligations and acknowledgments given under Sections 11.1(g), 11.1(h), 11.1(i), 11.1(j), 11.1(n)(i), 11.1 (n)(ii), 11.1(n)(iv), 11.1(n)(v), 11.1(n)(vi), 11.1(n)(vii), 11.1(n)(viii) and 11.1(n)(vix).

## ARTICLE 12 RESOLUTION OF DISPUTES AND LIMITATION OF DAMAGES

12.1 **Settlement of Disputes.** All decisions, determinations and allocations to be made under ARTICLE 9 by agreement between Owners, including in respect of any matter set forth in the Shared Components Schedule, which are not made or resolved to the satisfaction of the Owners (the “**Disputes**”, and each a “**Dispute**”) will be settled in accordance with the requirements of this ARTICLE 12, as follows:

- (a) Immediately after a Dispute arises between the Owners, the disputing Owner will, as soon as practicable, give written notice of such Dispute to the Other Owner setting forth particulars of the Dispute and the value of the amount claimed. The Other Owner will reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer.
- (b) The Owners will then refer such Dispute to non-binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator will be chosen by reference to a Judge of the Supreme Court of British Columbia.
- (c) The Dispute as defined in the notice and reply, if any, will be referred to the mediator no later than 15 days after the disputing Owner receives the reply or is considered to have received it or the time for giving such reply expires. These time limits will be strictly observed. They may be abridged or extended at any time by agreement of all of the Owners.
- (d) The Owners agree to submit any outstanding Disputes which have not been resolved by mediation pursuant to this ARTICLE 12 to final and binding arbitration before a single arbitrator to be chosen jointly by the Owners. Failing agreement as to such arbitrator, then the single arbitrator will be chosen by reference to a Judge of the Supreme Court of British Columbia.
- (e) The Owners will share equally in the costs of such Dispute resolution.

12.2 **No Liability for Consequential Damages.** Under no circumstances will an Owner be liable to the Other Owner or a third party for indirect or consequential damages by reason of breach of any covenant herein contained.

## ARTICLE 13 TRANSFERS

13.1 **Assumptions by Transferee.** Concurrently with an Owner in any way transferring to anyone the registered ownership of a Parcel (other than the sale of a Strata Lot created by the filing of a Strata Plan in respect of such Parcel pursuant to the *Strata Property Act*, which sale is subject to the Strata Corporation created thereby entering into the form of assumption agreement required under

Section 6.2(g)), the transferring Owner will require that the transferee, as a condition precedent to the transfer, enter into with the transferring Owner and the Other Owner an assumption agreement in favour of the transferring Owner and the Other Owner by which such transferee, beginning at the time of such transfer of the registered ownership of such Parcel, will unconditionally assume all the transferring Owner's covenants and obligations hereunder required to be observed or performed after that time, except any that explicitly hereunder are to continue as personal covenants to the transferring Owner and any that have arisen or accrued or are or were required to be observed or performed during the time that the transferring Owner was the Owner of the Parcel that is the subject of the transfer and the Other Owner will release the transferring Owner from the requirement to observe or perform the covenants and obligations of the Owner of the transferred Parcel as set forth hereunder, and/or under the Canopy Encroachment Agreement, if and as applicable (for greater certainty, provided the transferee executes such assumption agreement(s), such assumption agreement(s) will be effective for the purpose of this Agreement regardless of whether the transferring Owner, the Other Owner and/or the City execute such assumption agreement(s)) and the assumption agreements referred to in this Section 13.1 will also be in favour of the City and may be enforced by the City, but the City is not required to execute such assumption agreements, and the Owners agree to deliver to the City a copy of each such assumption agreement, as applicable, executed by the transferee within 7 days of receipt thereof.

#### ARTICLE 14 DAMAGE OR DESTRUCTION

- 14.1 **To Servient Tenement.** If, at any time, a Servient Tenement becomes defective or is damaged in any way such that the rights granted under any easement herein to which such Servient Tenement is subject are in any material way diminished or interfered with or are likely to be in any way materially diminished or interfered with, the Owner of such Servient Tenement, as soon as is reasonably possible, will repair and/or reconstruct the Servient Tenement so as to return it or put it into the condition required hereby for the purposes of the easements to which it is subject hereunder. The costs and expenses of repair and/or reconstructing the Servient Tenement will be at the cost and expense of the applicable Servient Owner, except that, to the extent that such costs and expenses relate to repairing and/or reconstructing the Servient Tenement so as to return it or put it into the condition required hereby for the purposes of the easements to which it is subject hereunder, such costs and expenses will be Shared Costs.
- 14.2 **Delay in Reconstruction.** In the event that any Development is damaged or destroyed by reason of fire, tempest, flood, earthquake or other human acts or acts of God and the responsible Owner does not forthwith commence or does not diligently Construct, Maintain and Repair such Development, then the Other Owner may do all things reasonably necessary to ensure that, notwithstanding the Development's damage or destruction, the Development is put into a condition such that the easements granted herein in respect thereof may be exercised in accordance with this Agreement and that such Owner may fulfill its obligations hereunder.

#### ARTICLE 15 MISCELLANEOUS

- 15.1 **Rights of Owner Preserved.** Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent any Owner from using its Parcel in any manner which does not interfere with the exercise by the Other Owner of their rights hereunder.
- 15.2 **Notice.**
- (a) Any demand, notice or delivery required or permitted under this Agreement will be sent by postage prepaid mail or delivered to, for any Owner, its address as shown on the records of the Land Title Office and, for the City, to:

City of Surrey  
13450 104 Avenue  
Surrey, BC V3T 1V8  
Attention: City Clerk

with a concurrent copy to the City Solicitor.

- (b) Any demand or notice made or given hereunder will be deemed to have been received on the day of delivery, if delivered on a Business Day or, if otherwise delivered, on the next Business Day following the date of such delivery, or on the fifth Business Day after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the intended recipient of a demand or notice, a demand or notice will not be effective unless delivered.
- 15.3 **Agreement Runs with the Land.** The easements and Section 219 Covenant granted herein will be easements and Section 219 Covenant the burden of which will run with and bind the Parcels and will attach thereto and run with each and every part into which each Parcel may, in any way, be subdivided or consolidated, but no part of the fee or soil of any Parcel will pass to or be vested in a Dominant Owner.
- 15.4 **Amendments.** Any amendment to this Agreement will have no force or effect unless in writing and the City and all of the Owners have signed the amendment.
- 15.5 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owners under any other agreement with the City, in its regulatory capacity, or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to each Parcel as if this Agreement had not been executed and delivered by the Owners and the City.
- 15.6 **No Limitation.** This Agreement does not:
- (a) affect or limit the discretion, rights or powers of the City under any enactment (as defined in the Interpretation Act (British Columbia) on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Parcels;
  - (b) affect or limit any enactment relating to the use or subdivision of the Parcels; or
  - (c) relieve the Owners from complying with any enactment, including in relation to the use or subdivision of the Parcels.
- 15.7 **Entire Agreement.** This is the entire agreement between the parties concerning the subject matter of this Agreement.
- 15.8 **Enurement.** This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns, and all of the covenants herein are made by each Owner for itself and its successors and assigns and the owner or owners, from time to time, of an interest in all or any portion of each Parcel, except that the covenants of each Owner herein will be personal and binding upon each Owner only during its ownership of any interest in a Parcel but each Parcel will nevertheless be and will remain, at all times, charged herewith, provided however that an Owner of a given Parcel will not be released from liability in respect of any breach by such Owner of its obligations hereunder occurring during the time such Owner was the registered owner of such Parcel. For greater certainty no Owner or any future owner in fee simple of a Parcel will be liable for any breach of a covenant, agreement or obligation of an Owner under this Agreement

occurring after such Owner or the future owner of such Parcel, has ceased to be an owner in fee simple of such Parcel.

- 15.9 **Further Assurances.** The parties hereto will do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.
- 15.10 **Governing Law.** This agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.
- 15.11 **Priority.** The Owners will, after execution hereof by all parties, do or cause to be done, at their own cost and expense, all things and acts necessary to ensure that the easements and the Section 219 covenant granted herein are registered against title to the Parcels with priority over all other charges or encumbrances registered thereon that could or that permit the exercise of any rights or remedies that could in any way prejudice, restrict or effectively terminate the rights granted to any Owner or the City hereunder, except charges or encumbrances in favour of the City.
- 15.12 **Severability.** If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unamended by that holding or by the severance of that term.
- 15.13 **Time of Essence.** Time will be of the essence of this Agreement.
- 15.14 **Waiver.** No waiver for any breach or requirement of this Agreement is effective unless it is explicitly given in writing in respect of a specific breach or requirement of this Agreement, and no waiver for any breach or requirement of this Agreement will be a continuing waiver for any breach, any kind of breach or any requirement under this Agreement unless it is explicitly given in writing as such, and any such continuing waiver given hereunder may be withdrawn at any time without any prior notice to any person or entity.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed as of the date of full execution of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached.

**SCHEDULE A**  
**SHARED COMPONENTS SCHEDULE**

**Part A. PRIMARY RESPONSIBILITY / ALLOCATION OF REIMBURSABLE COSTS**

Note: The capitalized terms used herein will have the definitions ascribed to them in the Air Space Parcel Agreement to which this Schedule B is attached. In addition, the areas, facilities and systems listed in the first column below relate only to those portions of such areas, facilities and systems to the extent they qualify as Common Areas and Facilities in accordance with the definition set out in Section 1.1 of the Air Space Parcel Agreement and not in respect of any Exclusive Use Areas and Facilities (as defined in Section 1.1 of the Air Space Parcel Agreement).<sup>1</sup>

<b>Shared Use Areas and Systems</b>	<b>Owner Primarily Responsible for Repair and Maintenance</b>	<b>Remainder Share of Costs (%)</b>	<b>ASP 1 Share of Costs (%)</b>
Structural & Common Building Envelope Waterproofing Systems, Roof & Common Wall	Remainder	99.4	0.6
Window Washing	Remainder	99.4	0.6
Common Mechanical Equipment	Remainder	99.4	0.6
Common Electrical Systems and Distribution (including Emergency Related Systems & Distribution)	Remainder	99.4	0.6
Telecommunications Systems & Distribution	Remainder	99.4	0.6
Domestic Hot Water	Remainder	100.0	N/A

Domestic Cold Water (submetered)	Remainder	N/A	N/A
Sanitary and Sewer Drainage System & Piping	Remainder	99.4	0.6
Common Water Supply System, Plumbing & Piping	Remainder	99.4	0.6
Rainwater Drainage System & Piping	Remainder	99.4	0.6
Groundwater Drainage System & Piping	Remainder	99.4	0.6
Smoke Control Systems	Remainder	99.4	0.6
Air Handling & Venting Systems & Distribution	Remainder	99.4	0.6
Fire Protection Equipment & Life Safety Systems & Related Devices, including Alarms, Fire Pump, Standpipe Systems, Automatic Sprinklers, Emergency Power / Lighting	Remainder	99.4	0.6
*Combustible Gas Monitoring Systems in Parking Facility	Remainder	100.0	N/A
*Common Parking Facility Costs <i>*Note: There are no vehicle access routes or parking stalls in ASP 1. The Commercial Parking Stalls (in Auto Courtyard) are in Remainder.</i>	Remainder	100.0	N/A

Grease Interceptor in Remainder (situate in Parking Facility) for ASP 1	ASP 1	N/A	100
Auto Courtyard	Remainder	99.4	0.6
Sidewalk Maintenance / Snow / Ice Removal	Remainder	99.4	0.6
Common Area Security	Remainder	99.4	0.6

**Part B. DEFAULT COST-SHARING PERCENTAGES**

<b>Parcel</b>	<b>Owner</b>	<b>Default Cost-Sharing Percentage</b>
Remainder	Remainder Owner	99.4%
ASP 1	ASP 1 Owner	0.6%

**SCHEDULE B**  
**AIR SPACE SUBDIVISION PLAN WITH COLOUR OVERLAY**

See attached.



**SKETCH PLAN OF AIR SPACE PARCEL 1,  
SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST,  
N.W.D., AIR SPACE PLAN EPP115038**

B.C.G.S. 92G.016

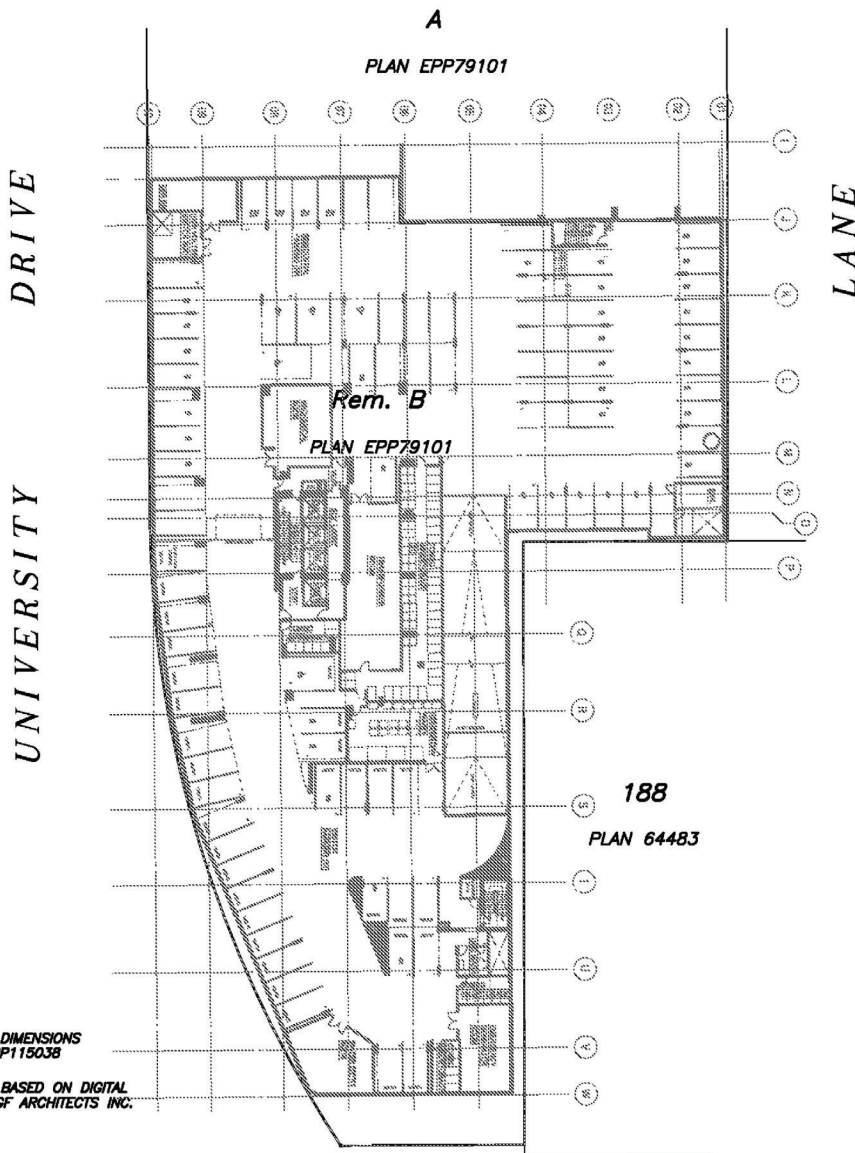
SCALE 1:500



ALL DISTANCES ARE IN METRES.



**PARKING LEVEL P1**



**NOTES:**

FOR AIR SPACE PARCEL DIMENSIONS  
SEE AIR SPACE PLAN EPP115038

INFORMATION SHOWN IS BASED ON DIGITAL  
DATA RECEIVED FROM ZGF ARCHITECTS INC.  
ON MARCH 6, 2022

 - DENOTES AIR SPACE PARCEL 1  
(COMMERCIAL UNIT)

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # 30870-45  
FILE # 30870-45  
DATE : MARCH 29, 2023

104th AVENUE

**SKETCH PLAN OF AIR SPACE PARCEL 1,  
SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST,  
N.W.D., AIR SPACE PLAN EPP115038**

B.C.G.S. 92G.016

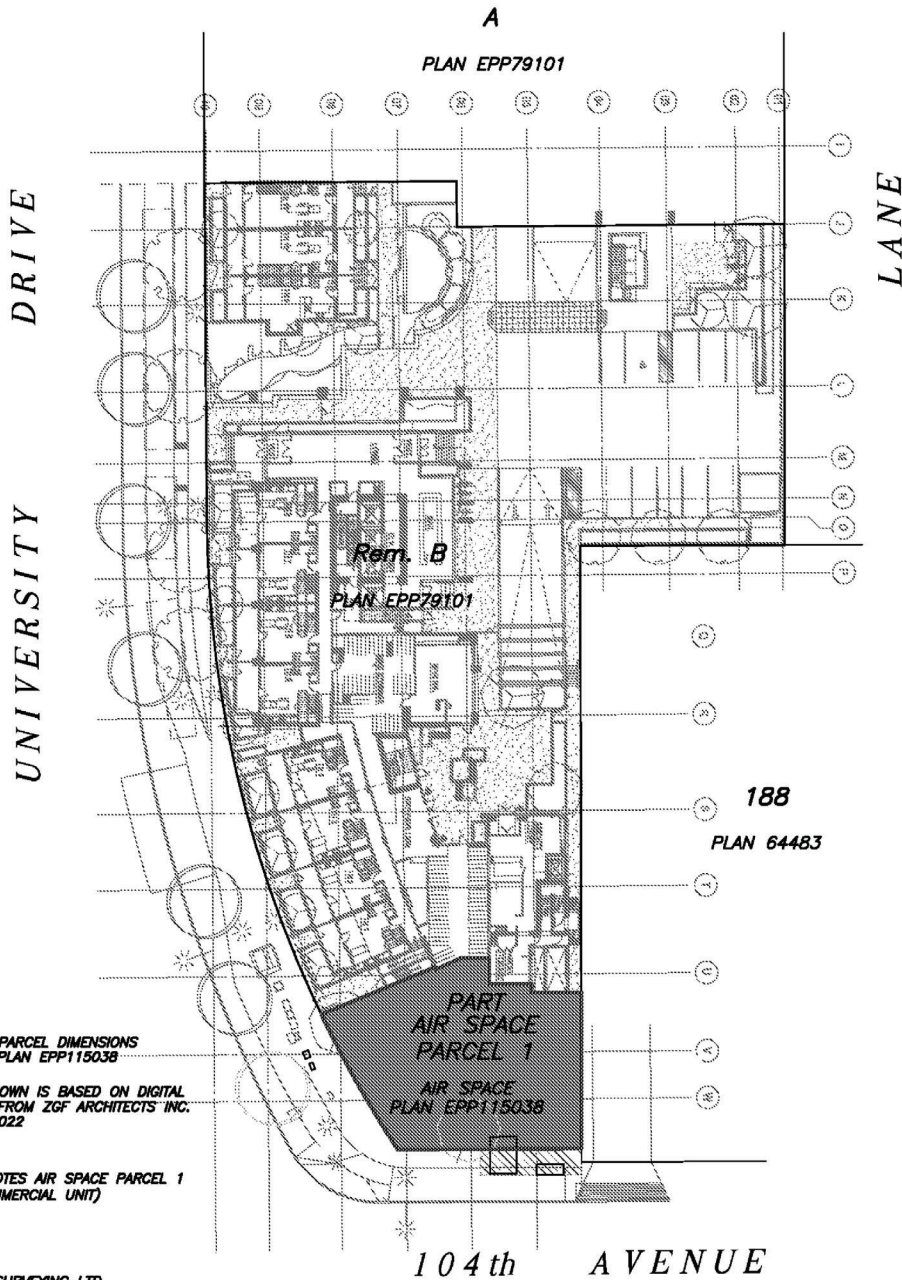
SCALE 1:500



ALL DISTANCES ARE IN METRES.



**LEVEL 1**



**NOTES:**

FOR AIR SPACE PARCEL DIMENSIONS  
SEE AIR SPACE PLAN EPP115038

INFORMATION SHOWN IS BASED ON DIGITAL  
DATA RECEIVED FROM ZGF ARCHITECTS INC.  
ON MARCH 6, 2022

- DENOTES AIR SPACE PARCEL 1  
(COMMERCIAL UNIT)

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # 30870-45  
FILE # 30870-45  
DATE : MARCH 29, 2023

**SKETCH PLAN OF AIR SPACE PARCEL 1,  
SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST,  
N.W.D., AIR SPACE PLAN EPP115038**

B.C.G.S. 92G.016

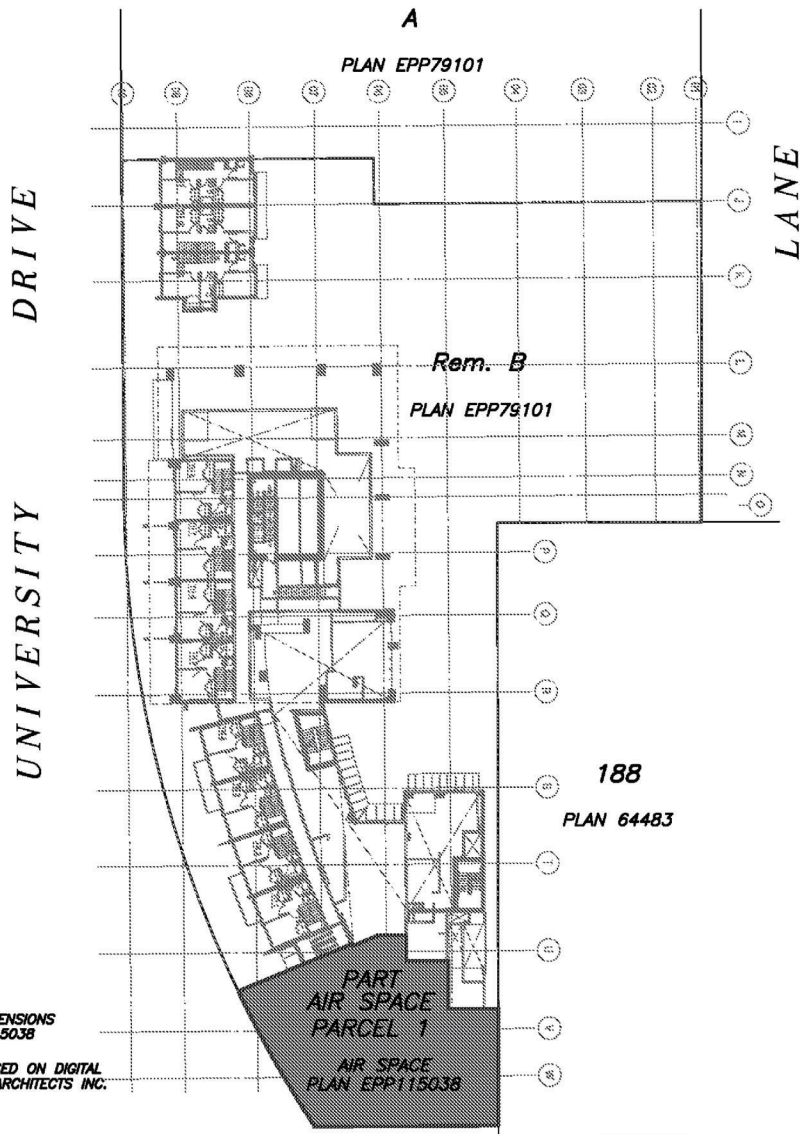
SCALE 1:500



ALL DISTANCES ARE IN METRES.



**LEVEL 2**



**NOTES:**

FOR AIR SPACE PARCEL DIMENSIONS  
SEE AIR SPACE PLAN EPP115038

INFORMATION SHOWN IS BASED ON DIGITAL  
DATA RECEIVED FROM ZGF ARCHITECTS INC.  
ON MARCH 6, 2022

 - DENOTES AIR SPACE PARCEL 1  
(COMMERCIAL UNIT)

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # 30870-45  
FILE # 30870-45  
DATE : MARCH 29, 2023

104th AVENUE

**SKETCH PLAN OF AIR SPACE PARCEL 1,  
SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST,  
N.W.D., AIR SPACE PLAN EPP115038**

B.C.G.S. 92G.016

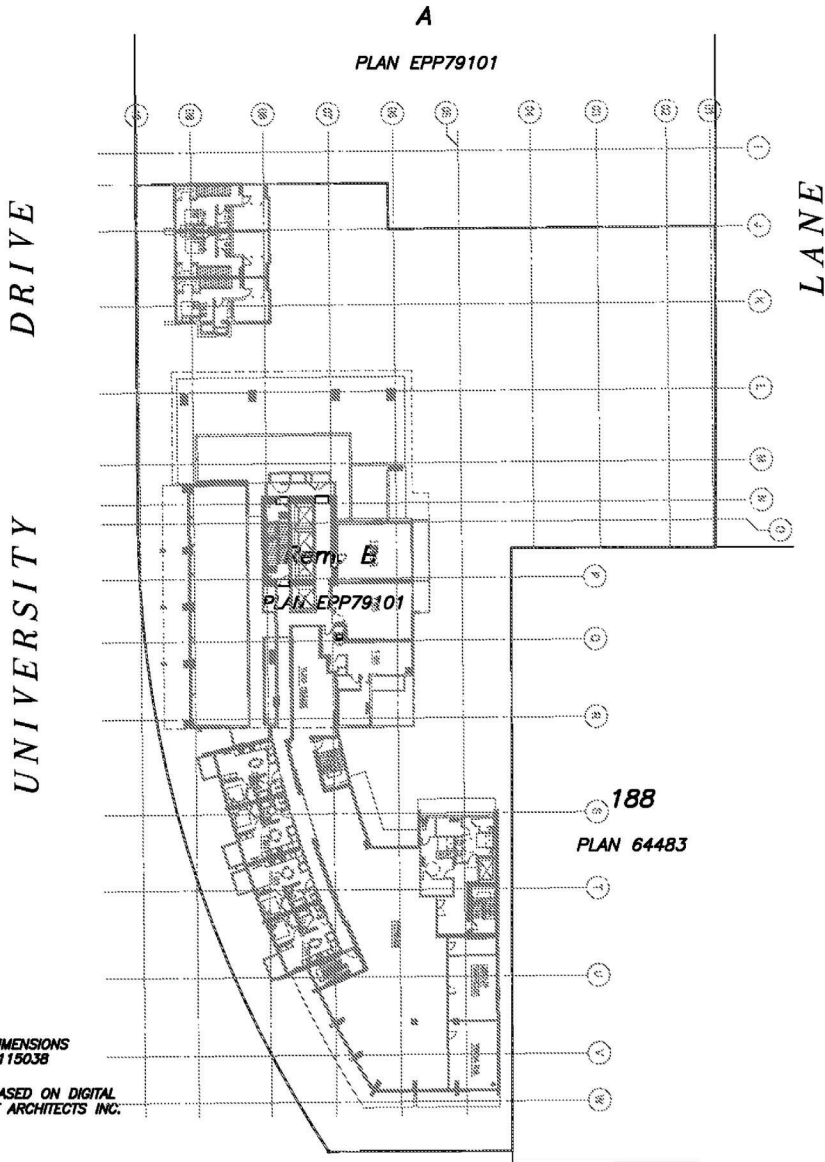
SCALE 1:500



ALL DISTANCES ARE IN METRES.



**LEVEL 3**



**NOTES:**

FOR AIR SPACE PARCEL DIMENSIONS  
SEE AIR SPACE PLAN EPP115038

INFORMATION SHOWN IS BASED ON DIGITAL  
DATA RECEIVED FROM ZGF ARCHITECTS INC.  
ON MARCH 6, 2022

 - DENOTES AIR SPACE PARCEL 1  
(COMMERCIAL UNIT)

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # 30870-45  
FILE # 30870-45  
DATE : MARCH 29, 2023

104th AVENUE

**SCHEDULE C**

**COMMERCIAL PARKING STALLS (IN AUTO COURTYARD) EASEMENT PLAN**

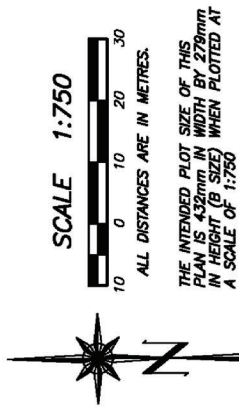
See Attached.

**EXPLANATORY PLAN OF EASEMENT OF PART OF LOT B,  
SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST,  
NEW WESTMINSTER DISTRICT, PLAN EPP79101**

**PLAN EPP121776**

PURSUANT TO SECTION 99(1)(e), LAND TITLE ACT.  
B.C.G.S. 92G.016

**"FOR COMMERCIAL PARKING PURPOSES"**



**THIS PLAN LIES WITHIN  
INTEGRATED SURVEY AREA  
No. 1 (CITY OF SURREY)  
NAD 83 (CSRS)  
4.0.0.BC.1.MVRD**

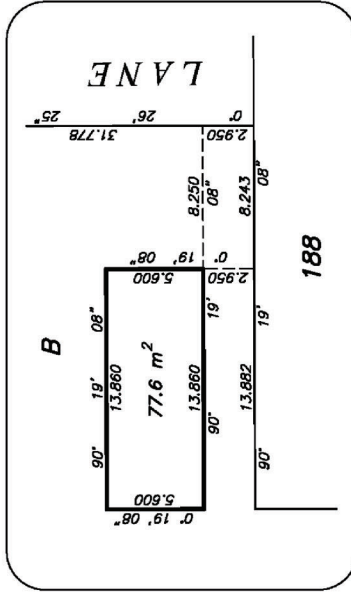
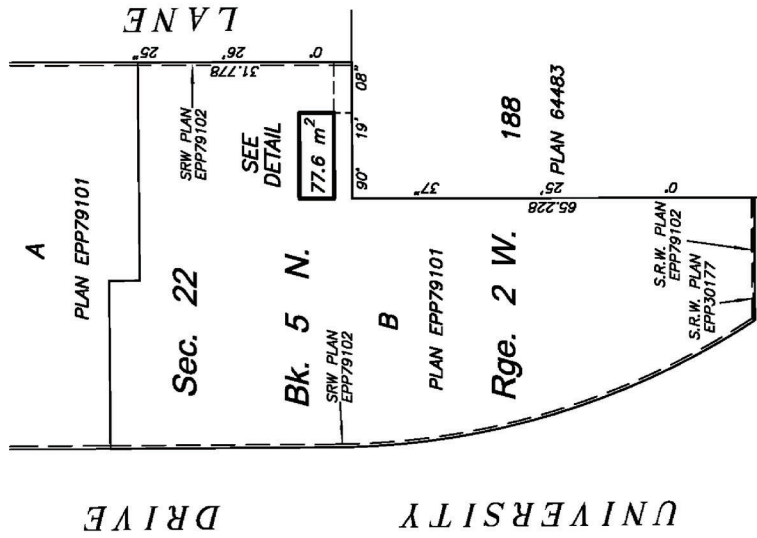
**LEGEND**  
GRID BEARINGS ARE DERIVED  
FROM PLAN EPP79101

THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES  
UNLESS OTHERWISE SPECIFIED. CURVED DISTANCES,  
MULTIPLE GROUND LEVEL DISTANCES BY THE COMBINED  
EFFECT OF CURVES AND THE COMBINED FACTOR  
HAS BEEN DETERMINED BASED ON GEODETIC CONTROL  
MONUMENT 92H0888.

THIS PLAN IS BASED ON THE FOLLOWING  
LAND TITLE AND SURVEY AUTHORITY OF  
B.C. RECORD: PLAN EPP79101  
ROBERT ADRIANSEN, BOLS #972  
21st DAY OF JUNE, 2023.

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE: 604-582-0717

DRAWING # 30870-42 Revision #1  
FILE # 30870-42.R1  
DATE: JUNE 21, 2023



**DETAIL**  
NOT TO SCALE

**104th AVENUE**

**THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT**

**SCHEDULE D**

**SHARED SHORT-TERM LOADING / VISITOR STALLS (IN AUTO COURTYARD) EASEMENT PLAN**

See Attached.





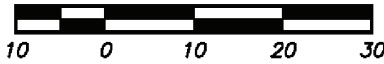
**SCHEDULE E**

**SHARED LARGE LOADING STALL (IN AUTO COURTYARD) SKETCH PLAN**

See Attached.

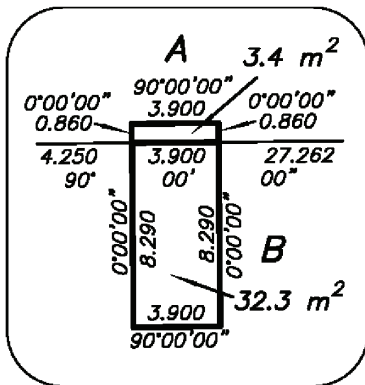
**SKETCH PLAN OF SHARED LOADING STALL ON PARTS OF LOTS A AND B, BOTH OF SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST, N.W.D., PLAN EPP79101**

SCALE 1:750



ALL DISTANCES ARE IN METRES.

**LEVEL 1**



**DETAIL**

NOT TO SCALE

REFERENCE TABLE	
LEGAL DESCRIPTION	AREA
LOT A, PLAN EPP79101	3.4 m <sup>2</sup>
LOT B, PLAN EPP79101	32.3 m <sup>2</sup>
TOTAL	35.7 m <sup>2</sup>

**LEGEND**

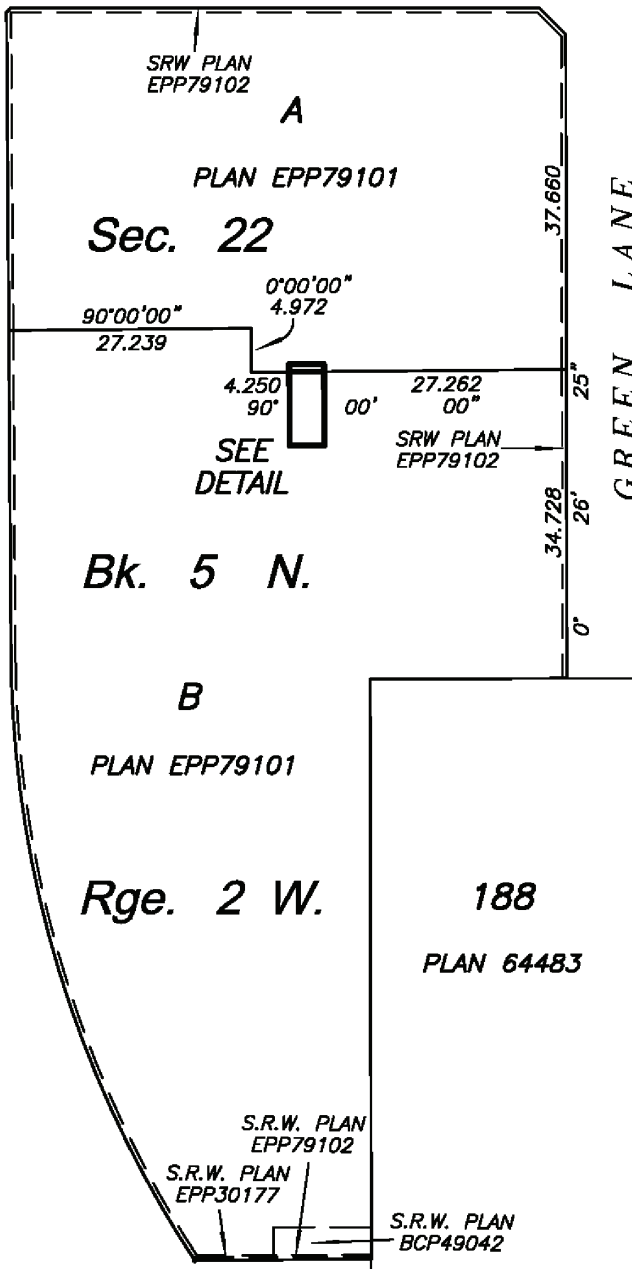
GRID BEARINGS ARE DERIVED FROM PLAN EPP79101

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # 30870-43  
FILE # 30870-43  
DATE : FEBRUARY 27, 2023

UNIVERSITY DRIVE

105th AVENUE



104th AVENUE

**SCHEDULE F**  
**AUTO COURTYARD SKETCH PLAN**

See Attached.

**SKETCH PLAN OF AUTO COURTYARD ON PART OF LOT A AND B, BOTH OF SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST, N.W.D., PLAN EPP79101**

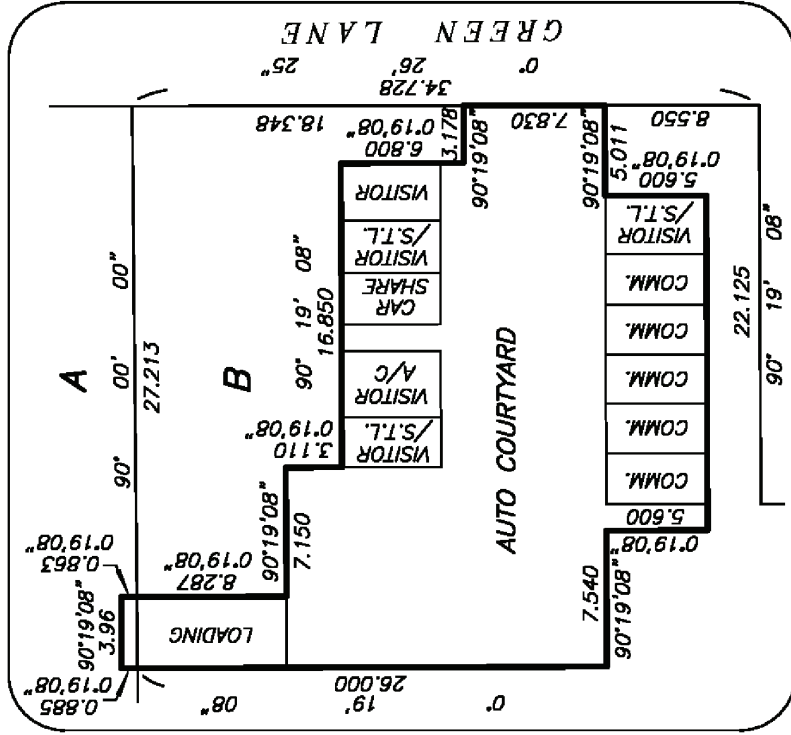


SCALE 1:750

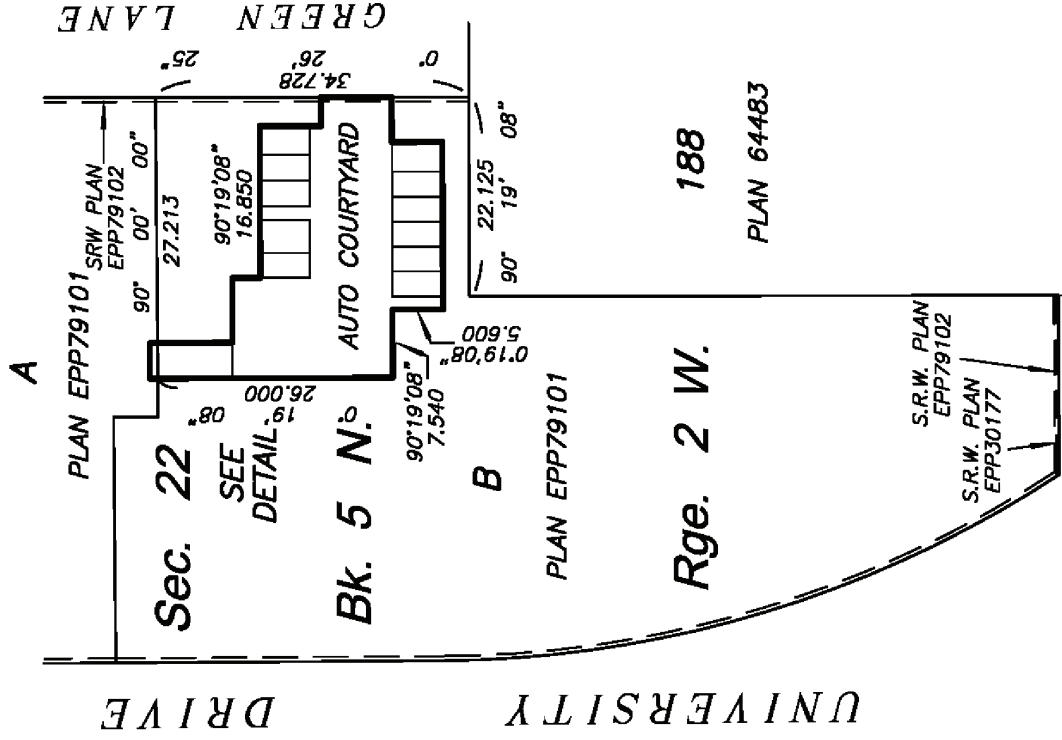


ALL DISTANCES ARE IN METRES.

**LEVEL 1**



**DETAIL**  
NOT TO SCALE



BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # 30870-49 Revision #3  
FILE # 30870-49\_R3  
DATE : JULY 11, 2023

**LEGEND**

- GRID BEARINGS ARE DERIVED FROM PLAN EPP79101
- COMM. - DENOTES COMMERCIAL PARKING STALL
- S.T.L. - DENOTES VISITOR/SHORT-TERM LOADING PARKING STALL
- A/C - DENOTES VISITOR/ACCESSIBLE PARKING STALL

104th AVENUE

Rge. 2 W. 188

PLAN 64483

### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Financial Charges”** means Mortgage CA7262088 (as modified by CA7551585 and CA8299814, and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817);
- (b) **“Existing Financial Chargeholder”** means Aviva Insurance Company of Canada;
- (c) **“New Charges”** means the registrable interests contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Financial Chargeholder acknowledges, the Existing Financial Chargeholder:

- (i) consents to the Owner granting the New Charges in favour of the Owners and the City; and
- (ii) agrees with the Owners and the City that the New Charges charge the Lands in priority to the Existing Financial Charge in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Financial Charge or the advance of any money under the Existing Financial Charge.

To witness this consent and priority instrument, the Existing Financial Chargeholder has caused its duly authorized signatories to sign the General Instrument - Part 1 to which this Consent and Priority Instrument is attached.

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **“Existing Financial Charges”** means Mortgage CA8092116 and Assignment of Rents CA8092117;
- (b) **“Existing Financial Chargeholder”** means Canadian Imperial Bank of Commerce;
- (c) **“New Charges”** means the registrable interests contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Financial Chargeholder acknowledges, the Existing Financial Chargeholder:

- (i) consents to the Owner granting the New Charges in favour of the Owners and the City; and
- (ii) agrees with the Owners and the City that the New Charges charge the Lands in priority to the Existing Financial Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Financial Charges or the advance of any money under the Existing Financial Charges.

To witness this consent and priority instrument, the Existing Financial Chargeholder has caused its duly authorized signatories to sign the General Instrument - Part 1 to which this Consent and Priority Instrument is attached.

**END OF DOCUMENT**



Related Document Number: **CB800292**  
Fee Collected for Document: **\$0.00**

In reference to the Defect Notice issued on August 8, 2023, and in accordance therewith, I, Robyn Miles, Barrister and Solicitor, of Bosa Properties Inc., 1201 - 838 West Hastings Street, Vancouver, B.C. declare that:

1. A Form C Easements, Section 219 Covenants, Statutory Right of Way and Priority Agreements were filed for registration in the New Westminster Land Title Office on August 2, 2023 under numbers CB800292-CB800309 (the "Charge").

2. I request that the Registrar permit that:

(a) the Additional Information for the fourth Easement in Item 3, Nature of Interest, on the Form C of the Charge be deleted and replaced with the following:

"Section 3.3 over Remainder Lot B Plan EPP79101  
Dominant Lands: ASP 1 Air Space Plan EPP115038"; and

(b) the party as defined as the Existing Financial Chargeholder in recital (b) of the Consent and Priority Instrument on page 69 of the Charge be deleted and replaced with "HSBC BANK CANADA".

3. I further request that the Registrar refer to the Application to Deposit Plan EPP121776 and Certified copy of Explanatory Plan EPP121776, submitted for registration under numbers CB815202 and EPP121776, respectively, which are now pending registration, and should be registered as if filed immediately prior to the filing of Air Space Plan EPP115038.

4. I further request that the Registrar refer to the Application to Deposit Plan EPP127225 and Certified copy of Explanatory Plan EPP127225, submitted for registration under numbers CB815203 and EPP127225, respectively, which are now pending registration, and should be registered as if filed immediately prior to the filing of Air Space Plan EPP115038.

I make this Declaration and know it to be true based on personal information/reasonable belief.

Robyn Miles  
Barrister and Solicitor  
Bosa Properties Inc.  
1201 - 838 West Hastings Street  
Vancouver, B.C. V6C 0A6  
604.299.1363



Related Document Number: **CB800292**

**Electronic Signature**

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**Robyn Alexis  
Miles I23K2S**

Digitally signed by  
Robyn Alexis Miles I23K2S  
Date: 2023-08-09  
22:06:32 -07:00

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.



**EXHIBIT "Y"**

**REGISTERED RECIPROCAL EASEMENT FOR BUILDING SYSTEMS**

[See Attached]

# DECLARATION(S) ATTACHED



Land Title Act  
**Charge**  
General Instrument - Part 1

**NEW WESTMINSTER LAND TITLE OFFICE**  
JUN 30 2023 16:31:22.004  
**CB728688-CB728699**

1. Application

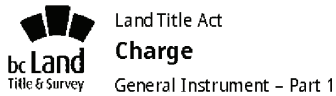
Document Fees: \$938.04

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

UD Lands - Reciprocal Easement and Section 219 Covenants Agreement re: Shared Building Systems

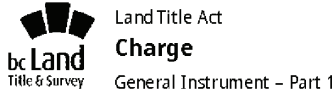
2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>



## 3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 2.01</b>  Dominant Lands: PID: 030-861-926 Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>EASEMENT</b>		<b>Section 3.01</b>  Dominant Lands: PID: 030-861-918 Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>COVENANT</b>		<b>Section 8.01 - Section 219 Covenant</b>
<b>PRIORITY AGREEMENT</b>		Granting the above Covenant over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>PRIORITY AGREEMENT</b>		Granting the above Covenant over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>COVENANT</b>		<b>Section 8.02 - Section 219 Covenant</b>
<b>PRIORITY AGREEMENT</b>		Granting the above Covenant over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>PRIORITY AGREEMENT</b>		Granting the above Covenant over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)



4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328**

**HSBC BANK CANADA, AS TO PRIORITY**

**AVIVA INSURANCE COMPANY OF CANADA, AS TO PRIORITY**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6 AS TO THE EASEMENT IN SECTION 2.01	BC0914328
--	-----------

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6 AS TO THE EASEMENT IN SECTION 3.01	BC0914328
--	-----------

<b>CITY OF SURREY</b> 13450 - 104 AVENUE SURREY BC V3T 1V8	
--	--

7. Additional or Modified Terms



Land Title Act  
**Charge**  
General Instrument - Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD

**2023-04-21**

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

By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD

**2023-04-21**

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

By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

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



Land Title Act  
**Charge**  
General Instrument - Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**Shyal Prasad**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
13450 - 104th Avenue  
Surrey BC V3T 1V8

YYYY-MM-DD  
  
**2023-05-29**

**CITY OF SURREY**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: Jennifer Ficocelli City Clerk**

Expiry Date 31/12/2025

as to the signature of the City Clerk

\_\_\_\_\_  
**Print Name: Ron Gill, Manager, Area Planning & Development N Division**

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**YUTING ZHENG**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
885 West Georgia Street,  
Vancouver BC V6C 3G1

YYYY-MM-DD  
  
**2023-06-27**

**HSBC BANK CANADA**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: VANESSA LEE Director Commercial Real Estate**

Commission Expires: November 30, 2025

\_\_\_\_\_  
**Print Name: GARY KATAYAMA Assistant VP Commercial Real Estate**

**Officer Certification**

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



Land Title Act  
**Charge**  
General Instrument - Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**2023-04-20**

**AVIVA INSURANCE COMPANY OF CANADA**

By their Authorized Signatory

\_\_\_\_\_  
**RUSSELL JAMES KIRK**  
**Commissioner for Taking Affidavits for British Columbia**

520 - 1130 West Pender Street,  
Vancouver BC V6E 4A4

604-299-9828

My Commission expires December 31,  
2024

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

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

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

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41 (4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-06-30  
16:09:51 -07:00

**TERMS OF INSTRUMENT – PART 2**

**RECIPROCAL EASEMENT AND SECTION 219 COVENANTS AGREEMENT  
RE: SHARED BUILDING SYSTEMS**

THIS AGREEMENT dated for reference \_\_\_\_\_, 2023.

AMONG:

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

(the “**Lot A Owner**”)

AND:

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

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

AND:

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

(the “**City**”)

WHEREAS:

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

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot A**”);

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

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

(“**Lot B**”);

C. The Lot A Owner intends to construct the Lot A Building on Lot A, all as herein defined;

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- D. The Lot B Owner intends to develop the Lot B Building on Lot B, all as herein defined;
- E. The Lot A Owner wishes to grant certain rights and easements to the Lot B Owner.
- F. The Lot B Owner wishes to grant certain rights and easements to the Lot A Owner;
- G. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple;
- H. Section 219 of the *Land Title Act* states that a covenant in favour of a municipality may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality; and
- I. The Lot A Owner and the Lot B Owner have agreed to register covenants pursuant to Section 219 of the *Land Title Act* in favour of the City to address certain matters contemplated in this Agreement, including to address certain spatial separation issues in the Building Code arising between the Lot A Building on Lot A and the Lot B Building on Lot B.

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

## 1.00 Interpretation

### 1.01 Definitions

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

- (a) **“Agreement”** means this agreement, including its recitals and schedules, all as may be amended in writing from time to time;
- (b) **“Annual Actual Lot A Easement Areas Costs Statement”** has the meaning ascribed thereto in Section 5.03;
- (c) **“Annual Actual Lot B Easement Areas Costs Statement”** has the meaning ascribed thereto in Section 6.03;
- (d) **“Annual Estimated Lot A Easement Areas Costs Budget”** means the annual operating costs budget prepared by the Lot A Owner for the Easement Areas on Lot A and those areas for which it is primarily responsible as set forth in Schedule A;
- (e) **“Annual Estimated Lot B Easement Areas Costs Budget”** means the annual operating costs budget prepared by the Lot B Owner for the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A;
- (f) **“Buildings”** means the Lot A Building and the Lot B Building;
- (g) **“Building Bylaw”** means the City of Surrey Building Bylaw No. 17850, and all amendments thereto or replacements thereof;

- (h) **“Building Code”** means the 2012 BC Building Code;
- (i) **“Code Consultant Report”** means the report dated December 6, 2018 (revised November 12, 2019, February 17, 2021 and March 16, 2022) prepared by Jensen Hughes Consulting Canada Ltd. in respect of the construction of the Buildings, and any amendment(s) to said report, accepted by the City (and includes any subsequent reports and amendments to said subsequent reports by Jensen Hughes Consulting Canada Ltd., accepted by the City);
- (j) **“Commercial Air Space Parcels”** means one or more air space parcels containing the Commercial Component, to be created upon the registration of an air space subdivision plan subdividing Lot B;
- (k) **“Commercial Component”** means approximately 2,300 square feet (213.677 square metres) of ground floor commercial/retail premises, together with common property, for potential retail, commercial and/or office use, which will be constructed on Lot B and registered in the Land Title Office as the Commercial Air Space Parcels;
- (l) **“Construct”** means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, repair, remove or renew and all activities or other work incidental or related thereto and **“Constructing”**, **“Construction”** and **“Constructed”** have a corresponding meaning;
- (m) **“Damaged Improvements”** has the meaning ascribed thereto in Section 9.01;
- (n) **“Easement Area”** means, in respect of any Parcel, areas used for or in respect of any easements and rights on such Parcel granted by the Owner of such Parcel in favour of the Other Owner, and **“Easement Areas”** means all such areas, as the context requires;
- (o) **“Inspect”** means to inspect, test or examine any Parcel from time to time for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent to such Parcel, or for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in the loss of access or egress or support to or use of such other Parcel, and **“Inspect”**, **“Inspected”** and **“Inspecting”** have corresponding meanings;
- (p) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended and replaced from time to time;
- (q) **“Land Title Office”** means the New Westminster Land Title Office;
- (r) **“Lands”** means, together, Lot A and Lot B;
- (s) **“Life Safety and Fire Protection Systems”** means all electrical systems and distribution, emergency power generation and distribution systems, emergency lighting systems, smoke detectors, fire fighting, fire suppression, fire detection and fire alarm systems and all other life safety systems, equipment and features,

including all exit doors, fire rated doors and walls and all related equipment and wiring located on Lot A or Lot B that in any way, in whole or in part, are required and/or exist and function for the joint use, benefit and enjoyment of both the Lot A Building and the Lot B Building;

- (t) **“Lot A”** means those certain lands situate in the City of Surrey upon which the Lot A Building will be constructed and legally described in Recital A;
- (u) **“Lot A Building”** means the 28 storey residential concrete highrise building with ground floor townhouses containing 322 residential strata lots and common property including the Easement Areas on Lot A, all to be constructed on Lot A;
- (v) **“Lot A Easement”** means the easement granted by the Lot A Owner to the Lot B Owner to use the Easement Areas on Lot A pursuant to Section 2.01 hereof;
- (w) **“Lot A Easement Areas Costs”** means the aggregate, without duplication, of all costs incurred by the Lot A Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Areas on Lot A and those areas for which it is primarily responsible as set forth in Schedule A;
- (x) **“Lot A Owner”** means the registered owner from time to time of Lot A and any Parcel into which Lot A is subdivided, and its successors and assigns and includes, where the context requires, the Lot A Strata Corporation or the owner of the Lot A Strata Lots;
- (y) **“Lot B”** means those certain lands situate in the City of Surrey upon which the Lot B Building will be constructed and legally described in Recital B;
- (z) **“Lot B Building”** means the 38 storey concrete highrise building with ground floor townhouses containing 431 residential strata lots and common property, and the Commercial Component, including the Easement Areas on Lot B, all of which may be constructed on Lot B;
- (aa) **“Lot B Easement”** means the easement granted by the Lot B Owner to the Lot A Owner to use the Easement Areas on Lot B pursuant to Section 3.01 hereof;
- (bb) **“Lot B Easement Areas Costs”** means the aggregate, without duplication, of all costs incurred by the Lot B Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A;
- (cc) **“Lot B Owner”** means the registered owner from time to time of Lot B and any Parcel into which Lot B is subdivided, and its successors and assigns and includes, where the context requires, the Lot B Strata Corporation or the owner of the Lot B Strata Lots;
- (dd) **“Maintain”** means to keep in a good and proper state of repair, normal wear and tear excepted, and in a clean and safe condition including, without limiting the

generality of the foregoing, cleaning, pressure washing, painting and resurfacing, as would a prudent owner from time to time, and “**Maintenance**”, “**Maintained**” and “**Maintaining**” have corresponding meanings;

- (ee) “**Major Damage**” in respect of a Parcel occurs when:
- (i) the Damaged Improvements on such Parcel are damaged or destroyed to the extent that the benefit and use of the easements granted herein to the Other Owner are diminished or are likely to be diminished in a material way and based on the opinion of a certified professional chosen by the Owner of the Parcel containing the Damaged Improvements, such damage or destruction cannot reasonably be Repaired or renewed within 90 days after the date such damage or destruction occurred;
  - (ii) the Damaged Improvements on such Parcel are condemned; or
  - (iii) the insurers for the Owner of the Parcel containing the Damaged Improvements, pursuant to policies of insurance maintained in accordance with this Agreement, elect to treat the Damaged Improvements as a total loss,

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

- (ff) “**Other Owner**” means, vis à vis any Owner, as an owner of a Parcel, the Owner of the Other Parcel;
- (gg) “**Other Parcel**” means, vis à vis any Parcel, the other Parcel;
- (hh) “**Parcel**” means individually Lot A, Lot B and any Strata Lot or any parcel into which any of the foregoing are subdivided into, and “**Parcels**” means two or more of them as them as the context requires;
- (ii) “**Prime Rate**” means the annual rate of interest announced from time to time by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, or such other bank as selected by the Lot B Owner from time to time, as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada;
- (jj) “**Proportionate Share**” means in respect of the Lot A Strata Corporation and the Lot B Strata Corporation, the contribution required to be made by them pursuant to Section 5.00 towards payment of the Lot A Easement Areas Costs and pursuant to Section 6.00 towards payment of the Lot B Easement Areas Costs which, in each case, will be the percentage of such costs derived from the following ratios:

(A) For Lot A Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan); and

(B) For the Lot B Strata Corporation

Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan),

provided that upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the respective Proportionate Share for each of the Lot A Strata Corporation, the Lot B Strata Corporation and the Owner of the Commercial Component shall be derived from the following ratios:

(C) For Lot A Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component ); and

(D) For the Lot B Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component); and

(E) For the Owner of the Commercial Component:

Area in Square Metres of the Commercial Component ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component);

(kk) **“Repair”** means:

- (i) to remedy any defect and to repair any damage to any part of a Parcel; or
- (ii) to take any action reasonably necessary to remedy any failure of a Parcel owner to provide another Parcel owner’s easements and rights, as granted hereunder,

and **“Repaired”** and **“Repairing”** have corresponding meanings;

(ll) **“Strata Corporation”** means the strata corporation created with respect to Lot A or Lot B, as the case may be, by deposit of the Strata Plan;

- (mm) **“Strata Lot Owners”** means, from time to time, the registered owners of Strata Lots and **“Strata Lot Owner”** means any one of them;
- (nn) **“Strata Lots”** means the strata lots created upon deposit of the Strata Plan which subdivides Lot A or Lot B into Strata Lots and common property in accordance with the provisions of the *Strata Property Act* and **“Strata Lot”** means any one of such Strata Lots;
- (oo) **“Strata Plan”** means the strata plan subdividing Lot A or Lot B, as the case may be, into Strata Lots and common property in accordance with the provisions of the *Strata Property Act*;
- (pp) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, c. 43 and amendments thereto and re-enactments thereof; and
- (qq) **“Support Structures”** means the soil and any and all structural elements from time to time within a Parcel which are required to support the Buildings on the Other Parcel, including without limitation anchors, foundations, columns, footings, supporting walls, floors and ceilings, beams, bents, brackets, bracings and grade or tie beams;
- (rr) **“Users”** means the owners, tenants and occupants including, without limitation, any strata unit owners, from time to time of all or any part of a Parcel and their respective employees, servants, workers, agents, officers, contractors, consultants, licensees and invitees whether their authorization to access is implied or expressed unless any of such employees, servants, agents, officers, contractors, licensees or invitees are expressly not authorized.

#### 1.02 Interpretation

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

#### 1.03 Headings

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

#### 1.04 Reference to Enactments

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

#### 1.05 Schedules

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

Schedule A – Allocation of Repair and Maintenance Obligations and Costs

## 2.00 Lot A Easement

2.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot A Owner hereby grants to the Lot B Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot A in common with the Lot A Owner and its successors, as owner of Lot A, at all times and from time to time:

- (a) Support. For support of the Lot B Building by Lot A and by any Support Structures Constructed on or within Lot A;
- (b) Life Safety and Fire Protection Systems. To enter, go, move about, pass and re-pass, with or without supplies, materials, tools and/or equipment, as reasonably necessary, in, over and upon those parts of Lot A, as may be reasonably necessary to:
  - (i) access and use the Life Safety and Fire Protection Systems, as may be permitted under this Agreement;
  - (ii) Construct, operate, Maintain and Repair the Life Safety and Fire Protection Systems which are located on Lot B and designated for the use of or are used for the benefit of or are connected to Lot B;
  - (iii) upon notice to the Lot A Owner under Section 5.06 (except in the case of emergency when no notice will be required), Inspect, operate, Maintain and Repair any portions of the Easement Areas and Life Safety and Fire Protection Systems which are located on Lot A and that are designated for the use of or are used for the benefit of or are connected to Lot B, and
  - (iv) in connection with the exercise of its rights under subsection (iii) above, place, leave and/or store within Lot A, at the risk and responsibility of Lot B, and for as short a time as reasonably possible, in such locations within Lot A as may be reasonably determined by the Lot B Owner, at reasonable times and upon reasonable notice to the Lot A Owner (except in the case of emergency when no notice will be required), such supplies, materials, tools and/or equipment as may be reasonably required for carrying out within or from Lot A any Construction and/or Maintenance and Repair work required or permitted under this Agreement, provided that upon completion of any such Construction or Maintenance and Repair work, the Lot B Owner will remove from Lot A all such supplies, materials, tools and/or equipment and leave those portions of Lot A used for such purposes in the same condition as they were in prior such use being made thereof;
- (c) Fire Department Access. To permit the municipal fire department to enter, go, pass and re-pass at any time, in, over, upon and through those parts of Lot A, as may be reasonably necessary for the purpose of obtaining access to and egress from Lot B and the Lot B Building and for providing emergency firefighting, fire suppression and services on Lot B and in respect of the Lot B Building; and
- (d) Generally. To do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 2.01.

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

- 2.02 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot B Owner and its Users shall not have access to any part of Lot A except for those areas as are reasonably intended to be used for the uses for which the Lot A Easement is intended and those parts and features of Lot A (including, without limitation, all corridors, hallways, walkways, entrances, lobbies, doors, stairs, stairwells, sidewalks, plazas, elevators corridors, stairs and stairwells) which are designed, constructed, suitable and/or intended for use for pedestrian access to and egress from such areas.
- 2.03 Benefit and Burden. The easement granted in Section 2.01 will be appurtenant to and for the benefit of Lot B and will charge and be a burden upon and run with Lot A.
- 2.04 Secured Areas. Notwithstanding any provision herein, the Lot B Owner acknowledges, covenants and agrees with the Lot A Owner that, despite the easement rights granted to it to use Lot A pursuant to Section 2.01, certain areas of Lot A may be secured areas and accessible only by key, fob, access card or other similar device ("**Lot A Access Device**") and if a User of Lot B does not have an Lot A Access Device to access any such areas (or alternatively, such User's Lot A Access Device is not programmed to permit access), then such access shall only be conducted under escort by the property manager or other authorized personnel of the Lot A Owner or at the discretion of such person by requiring such User to obtain a Lot A Access Device.
- 2.05 Rules and Regulations. The Lot A Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which Lot A may be accessed or used or enjoyed by the Lot B Owner, may amend and rescind the same from time to time and may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security, enjoyment, access, safety, cleanliness, management, maintenance, health, safety and operation of the Easement Areas on Lot A and that they do not affect access to exits in the Lot A Building which are required by the Building Code or emergency access to the Life Safety and Fire Protection Systems which are located on Lot A or that are designated for the use of or are used for the benefit of or are connected to Lot B, and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot A Owner as well as to the Lot B Owner.
- The Lot A Owner covenants and agrees with the Lot B Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 2.05.
- 2.06 Enjoyment of Easement. The Lot B Owner covenants and agrees with the Lot A Owner and upon it performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot A Owner, as owner of Lot A, and more particularly the Easement Areas on Lot A or any person, firm or corporation claiming by, through, under or in trust for the Lot A Owner, as owner of Lot A.



The Lot A Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 2.08(a) hereof, interfere with the use of the Easement Areas on Lot A as herein contemplated and the rights herein granted.

Subject to the provisions of Section 2.08, the Lot A Owner will not materially alter any portion of the Easement Areas on Lot A, whether or not with respect to any other lands, without the prior written consent of the Lot B Owner, which consent will not be unreasonably withheld, conditioned or delayed.

2.07 Covenants – The Lot A Owner. The Lot A Owner hereby covenants and agrees with the Lot B Owner that:

- (a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement Areas on Lot A and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot A Easement can be fully exercised as intended hereby and to ensure and permit the continued full and lawful use, function and operation of the Buildings, collectively, as a single building in accordance with the Code Consultant Report and the Building Code and to ensure that at all times the Buildings are kept, functional and operated as an integrated building and in good quality in all respects;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Areas on Lot A to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot A Owner and the Lot B Owner as a named insured under the policy;
  - (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
  - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
  - (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 2.07 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 2.07.

2.08 Reservations and Limitations. Notwithstanding the grant of the Lot A Easement, there is hereby reserved to the Lot A Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot B Owner of the Easement Areas on Lot A if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Areas on Lot A as may be required by the Lot A Owner or as the Lot A Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and does not affect access to exits in the Lot A Building which are required by the Building Code or emergency access to the Life Safety and Fire Protection Systems which are located on Lot A or that are designated for the use of or are used for the benefit of or are connected to Lot B, and that reasonable notice of the interruption is delivered to the Lot B Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot B Building will be sufficient notice of such interruption;
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Areas on Lot A as it may reasonably require or deem expedient;
- (c) Limitations. The Lot B Owner and its Users in exercising the easement to use the Easement Areas on Lot A granted pursuant to Section 2.01 shall:
  - (i) only use and access those portions of Lot A for which it is reasonable for them to have access to and the use of and not use any electrical, plumbing, mechanical and HVAC systems and the areas and related hallways in which they are contained or access is given thereto and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

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

- (a) Minimize Interference with Lot A Owner. It will, in exercising its rights to use the Lot A Easement located in Lot A:
  - (i) use only those portions of Lot A as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little Interference as possible with the use and enjoyment of Lot A by the Lot A Owner; and

- (iii) if the exercise of such rights and easement to use the Easement Areas on Lot A causes any damage to Lot A, forthwith, at its own expense, restore Lot A to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Areas on Lot A;
- (b) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot A Owner arising out of any use by it of the Easement Areas on Lot A;
- (c) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot A Owner from time to time pursuant to Section 2.05 hereof in connection with the use of the Easement Areas on Lot A.

### 3.00 **Lot B Easement**

- 3.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot B in common with the Lot B Owner and its successors, as owner of Lot A, at all times and from time to time:
- (a) Support. For support of the Lot A Building by Lot B and by any Support Structures Constructed on or within Lot B;
  - (b) Life Safety and Fire Protection Systems. To enter, go, move about, pass and re-pass, with or without supplies, materials, tools and/or equipment, as reasonably necessary, in, over and upon those parts of Lot B, as may be reasonably necessary to:
    - (i) access and use the Life Safety and Fire Protection Systems, as may be permitted under this Agreement;
    - (ii) Construct, operate, Maintain and Repair the Life Safety and Fire Protection Systems which are located on Lot A and designated for the use of or are used for the benefit of or are connected to Lot A;
    - (iii) upon notice to the Lot B Owner under Section 6.06 (except in the case of emergency when no notice will be required), Inspect, operate, Maintain and Repair any portions of the Easement Areas and Life Safety and Fire Protection Systems which are located on Lot B and that are designated for the use of or are used for the benefit of or are connected to Lot A, and
    - (iv) in connection with the exercise of its rights under subsection (iii) above, place, leave and/or store within Lot B, at the risk and responsibility of Lot A, and for as short a time as reasonably possible, in such locations within Lot B as may be reasonably determined by the Lot A Owner, at reasonable times and upon reasonable notice to the Lot B Owner (except in the case of emergency when no notice will be required), such supplies, materials, tools and/or equipment as may be reasonably required for carrying out within or from Lot B any Construction and/or Maintenance and Repair

work required or permitted under this Agreement, provided that upon completion of any such Construction or Maintenance and Repair work, the Lot A Owner will remove from Lot B all such supplies, materials, tools and/or equipment and leave those portions of Lot B used for such purposes in the same condition as they were in prior such use being made thereof;

- (c) Fire Department Access. To permit the municipal fire department to enter, go, pass and re-pass at any time, in, over, upon and through those parts of Lot B, as may be reasonably necessary, for the purpose of obtaining access to and egress from Lot A and the Lot A Building and for providing emergency firefighting, fire suppression and services on Lot A and in respect of the Lot A Building; and
- (d) Generally. To do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 3.01.

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

- 3.02 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot A Owner and its Users shall not have access to any part of Lot B except for those areas as are reasonably intended to be used for the uses for which the Lot B Easement is intended and those parts and features of Lot A (including, without limitation, all corridors, hallways, walkways, entrances, lobbies, doors, stairs, stairwells, sidewalks, plazas, elevators corridors, stairs and stairwells) which are designed, constructed, suitable and/or intended for use for pedestrian access to and egress from such areas.
- 3.03 Benefit and Burden. The easement granted in Section 3.01 will be appurtenant to and for the benefit of Lot A and will charge and be a burden upon and run with Lot B.
- 3.04 Secured Areas. Notwithstanding any provision herein, the Lot A Owner acknowledges, covenants and agrees with the Lot B Owner that, despite the easement rights granted to it to use Lot B pursuant to Section 3.01, certain areas of Lot B may be secured areas and accessible only by key, fob, access card or other similar device ("**Lot B Access Device**") and if a User of Lot A does not have an Lot B Access Device to access any such areas (or alternatively, such User's Lot B Access Device is not programmed to permit access), then such access shall only be conducted under escort by the property manager or other authorized personnel of the Lot B Owner or at the discretion of such person by requiring such User to obtain a Lot B Access Device.
- 3.05 Rules and Regulations. The Lot B Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which Lot B may be accessed or used or enjoyed by the Lot A Owner, may amend and rescind the same from time to time and may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security, enjoyment, access, safety, cleanliness, management maintenance, health safety and operation of the Easement Areas on Lot B and that they do not affect access to exits in the Lot B Building which are required by the Building Code or emergency access to the Life Safety and Fire Protection Systems which are located on Lot B or that are designated for the use of

or are used for the benefit of or are connected to Lot A, and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot B Owner as well as to the Lot A Owner.

The Lot A Owner covenants and agrees with the Lot B Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 3.05.

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

The Lot B Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 3.08(a) hereof, interfere with the use of the Easement Areas on Lot B as herein contemplated and the rights herein granted.

Subject to the provisions of Section 3.08, the Lot B Owner will not materially alter any portion of the Easement Areas on Lot B, whether or not with respect to any other lands, without the prior written consent of the Lot A Owner, which consent will not be unreasonably withheld, conditioned or delayed.

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

- (a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot A Easement can be fully exercised as intended hereby and to ensure and permit the continued full and lawful use, function and operation of the Buildings, collectively, as a single building in accordance with the Code Consultant Report and the Building Code and to ensure that at all times the Buildings are kept, functional and operated as an integrated building and in good quality in all respects.
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Areas on Lot B to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot B Owner and the Lot A Owner as a named insured under the policy;
  - (ii) prohibit the insurer from exercising any right of subrogation against any named insured;

- (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
- (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 3.07 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 3.07.

3.08 Reservations and Limitations. Notwithstanding the grant of the Lot B Easement, there is hereby reserved to the Lot B Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot A Owner of the Easement Areas on Lot B if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Areas on Lot B as may be required by the Lot B Owner or as the Lot B Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and does not affect access to exits in the Lot B Building which are required by the Building Code or emergency access to the Life Safety and Fire Protection Systems which are located on Lot B or that are designated for the use of or are used for the benefit of or are connected to Lot A, and that reasonable notice of the interruption is delivered to the Lot A Owner (except in the case of emergency when no notice is required).
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Areas on Lot B as it may reasonably require or deem expedient;
- (c) Limitations. The Lot A Owner and its Users in exercising the easement to use the Easement Areas on Lot B granted pursuant to Section 3.01 shall:
  - (i) only use and access those portions of the Easement Areas on Lot B for which it is reasonable for them to have access to and the use of and not use any electrical, plumbing, mechanical and HVAC systems and the areas and related hallways in which they are contained or access is given thereto and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

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

- (d) Minimize Interference with Lot B Owner. It will, in exercising its rights to use the Lot B Easement located in Lot B:
  - (i) use only those portions of Lot B as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little Interference as possible with the use and enjoyment of Lot B by the Lot B Owner; and
  - (iii) if the exercise of such rights and easement to use the Easement Areas on Lot B causes any damage to Lot B, forthwith, at its own expense, restore Lot B to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Areas on Lot B;
- (e) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot B Owner arising out of any use by it of the Easement Areas on Lot B;
- (f) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot B Owner from time to time pursuant to Section 3.05 hereof in connection with the use of the Easement Areas on Lot B.

#### 4.00 **Indemnities**

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

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

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

#### 5.00 **Annual Estimated Lot A Easement Areas Costs Budget**

5.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot A Owner will prepare and deliver to the Lot B Owner the Annual Estimated Lot A Easement Areas Costs Budget.

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

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

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

#### 5.04 General

(a) The Lot A Owner agrees to keep accurate accounting records of the Lot A Easement Areas Costs, which records shall be available for inspection or audit at the year end by the Lot B Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot B Owner.

(b) If the Lot B Owner disputes the actual Lot A Easement Areas Costs as shown on the Annual Actual Lot A Easement Areas Costs Statement then it shall so notify the Lot A Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 5.05 hereof. Failing such notice, the Lot B Owner will be deemed to have accepted such statement.



- (c) Upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the Owner of the Commercial Component shall be required to pay its Proportionate Share of the Annual Estimated Lot A Easement Areas Costs Budget and shall otherwise be subject to the terms of this Section 5.00

5.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 5.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 5.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 5.00, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 10.07 shall not be considered to have been modified by this Section 5.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 5.05, the matter will referred to binding arbitration pursuant to Section 10.05 hereof.

5.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot A Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot B Owner pursuant to this Agreement, the Lot B Owner, upon giving the Lot A Owner not less than seven (7) days’ notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

## 6.00 **Annual Estimated Lot B Easement Areas Costs Budget**

6.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot B Owner will prepare and deliver to the Lot A Owner the Annual Estimated Lot B Easement Areas Costs Budget.

6.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use Easement Areas on Lot B, the Lot A Owner covenants and agrees with the Lot B Owner to promptly and punctually pay to the Lot A Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot B Easement Areas Costs Budget on the first day of each and every month during the fiscal period covered by such budget. If the Lot B Owner requires same, the Lot A Owner shall provide the Lot B Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated

amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.

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

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

6.04 General

- (a) The Lot B Owner agrees to keep accurate accounting records of the Lot B Easement Costs, which records shall be available for inspection or audit at the year end by the Lot A Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot A Owner.
- (b) If the Lot A Owner disputes the actual Lot B Easement Areas Costs as shown on the Annual Actual Lot B Easement Areas Costs Statement then it shall so notify the Lot B Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 6.05 hereof. Failing such notice, the Lot A Owner will be deemed to have accepted such statement.
- (c) Upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the Owner of the Commercial Component shall be required to pay its Proportionate Share of the Annual Estimated Lot B Easement Areas Costs Budget and shall otherwise be subject to the terms of this Section 6.00

- 6.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 6.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 6.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 6.05, the disputing party shall, as soon as

practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 10.07 shall not be considered to have been modified by this Section 6.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;

- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 6.05(b), the matter will referred to binding arbitration pursuant to Section 10.05 hereof.

**6.06 Failure to Fulfil Obligation to Maintain and Repair**

If the Lot B Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot A Owner pursuant to this Agreement, the Lot A Owner, upon giving the Lot B Owner not less than seven (7) days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

**7.00 Subdivision**

- 7.01 Subject to Section 7.02, if any Parcel is subdivided, including by way of Strata Plan, then the rights, covenants, easements and charges granted hereunder will continue to run with and bind each Subdivided Lot of which any part of any Easement Area or charged property forms a part.
- 7.02 Notwithstanding Section 7.01, upon subdivision of a Parcel by a Strata Plan, the Section 219 Covenants created pursuant to Section 8.01 and 8.02 shall be registered against title to all Strata Lots.
- 7.03 Upon subdivision of a Parcel by a Strata Plan:
  - (a) the Strata Corporation so created shall:
    - (i) perform and observe the parent Owner's covenants herein at the expense of the Strata Corporation and of the Strata Lot owners;
    - (ii) in respect of Lot A, perform and observe the Lot A Owner's covenants and obligations pursuant to the provisions of this Agreement;
    - (iii) in respect of Lot B, perform and observe the Lot B Owner's covenants and obligations pursuant to this Agreement;

- (iv) enter into an assumption agreement with the other Owner and the City in a form satisfactory to the other Owner and the City, to assume all of the ongoing obligations hereunder and benefit from all of the rights as provided herein;
  - (v) take into consideration the content of this Agreement when creating, amending or rescinding the bylaws, rules and regulations of the Strata Corporation applicable to Strata Lot owners, and shall cause the Strata Lot owners to comply with the obligations, restrictions and limitations as provided herein;
  - (vi) be responsible for any breach arising from any action or omission of any and all of the Strata Lot owners of the obligations, restrictions and limitations as provided herein; and
  - (vii) be entitled to give all permissions and consents permitted to be given by the Strata Lot owners; and
- (b) the liability of each Strata Lot owner to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, shall be in proportion to the unit entitlement of his, her or its Strata Lot as established in accordance with the *Strata Property Act*.

7.04 Notwithstanding anything to the contrary provided in this Agreement, in the event of a subdivision of Lot B or Lot A, or any of them by the deposit in the Land Title Office of a Strata Plan in accordance with the *Strata Property Act*, the easements herein granted shall be accepted on behalf of the Strata Lot owners by the Strata Corporation created thereby and shall be administered, enforced, modified, or released by the Strata Corporation only and, in particular, without limiting the generality of the foregoing, the Strata Corporation shall make all payments required to be made hereunder and shall receive all payments to be paid hereunder and in respect of any Inspections, Repairs, Maintenance and replacements required hereunder and for obtaining the insurance policies required hereunder. The Strata Lot owners shall not attempt to carry out any of the Inspections, Repairs, Maintenance or replacements contemplated hereunder or to enforce or in any way interfere with the administration by the Strata Corporation created upon the filing of a Strata Plan with respect to Lot A or Lot B, as the case may be, of the easements herein granted for the benefit of Lot B or Lot A, respectively.

#### 8.00 Section 219 Covenants

- 8.01 Section 219 Covenant re: Building Code and Code Consultant Report. Pursuant to Section 219 of the *Land Title Act*, each of the Owners covenant and agree with the City as a covenant charging and running with and binding each of Lot A and Lot B respectively that:
- (a) Lot A and Lot B are considered a single legal property for the purposes of the Building Bylaw and the Building Code and as contemplated in the Code Consultant Report for the purposes of the following Building Code requirements:

- (i) Spatial separation and exposure protection (Subsection 3.2.3. of the Building Code) between Lot A and Lot B addressed as a single site as described in the Code Consultant Report;
  - (ii) Provisions for firefighting (Subsection 3.2.5. of the Building Code);
  - (iii) Exit systems (Section 3.4. of the Building Code);
  - (iv) Fire alarm and detection systems (Subsection 3.2.4. of the Building Code);
  - (v) Building requirements for persons with disabilities (Section 3.8. of the Building Code); and
  - (vi) the alternative solutions as described in the Code Consultant Report;
- (b) The Lot A exit discharge at property lines and access to public thoroughfare through Lot B are consistent with the Building Code for an exit having access to an open public thoroughfare;
- (c) The locations of the Fire Department Connections, which are interconnected, are shown in the Code Consultant Report; and
- (d) The sprinkler system for Lot A Building and sprinkler system for Lot B Building are separate systems.

8.02 Section 219 Covenant re: Termination and Modification. Pursuant to Section 219 of the *Land Title Act*, each of the Owners covenant and agree with the City as a covenant charging and running with and binding each of Lot A and Lot B respectively that:

- (a) Under no circumstances whatsoever will the Lot A Easement or the Lot B Easement be interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of the Other Owner or those claiming by, through or under such Owner or for any reason whatsoever, and the Owners shall each refrain from seeking any judgement, order or declaration to that effect. Nothing contained herein shall prevent an Owner (or a Strata Corporation if such parcel has been subdivided by Strata Plan) from applying to enjoin or restrain any wrongful action or from seeking damages therefor, and
- (b) The Owners covenant each with the other and with the City that the easements and rights granted pursuant to this Agreement will not be modified, abandoned, surrendered, released or discharged without the prior written consent of the City.

8.03 Damages not an adequate remedy.

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

8.04 Payment of costs.

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

8.05 Acknowledgement of each Owner.

Each Owner hereby acknowledges, agrees and declares that the provisions of this Section 8.00 are for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that the provisions of this Section 8.00 are not designed to protect or promote the interests of any Owner, its Users or any future owner, occupier or user of any Parcel or any other person or corporation whatsoever, and the City may at its option execute an amendment to, or a release of, any of the provisions of this Section 8.00 or any part thereof at any time without liability to anyone for so doing. Each of the Owners acknowledges and agrees that it will pay in accordance with Section 5.00 its Proportionate Share of the Lot A Easement Areas Costs and in accordance with Section 6.00 its Proportionate Share of the Lot B Easement Areas Costs.

9.00 **Damage and Destruction**

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

In the event that the Easement Area in an Owner's Parcel or any part thereof shall at any time be defective or damaged (the "**Damaged Improvements**") such that the Other Owner's easements granted herein are diminished in a material way or are likely to be diminished in a material way, but the Damaged Improvements have not suffered Major Damage, then after receipt from the Other Owner of a written notice to Construct and Repair pursuant to this Section 9.00 (which notice refers to and contains a copy of this Section 9.00), the Owner of the Damaged Improvements shall, within a reasonable period of time following notice thereof from the Other Owner, Construct, Repair and make the Damaged Improvements fit for the purpose of such easements.

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

In the event that the Damaged Improvements in a Parcel are destroyed or damaged to such extent that Major Damage has occurred, the Owner of the Damaged Improvements shall rebuild or Repair the Damaged Improvements, subject to the receipt of insurance proceeds, or should insurance proceeds be insufficient, the agreement of the respective owners to contribute sufficient funds to complete the restoration and subject to the *Strata Property Act* to the extent applicable, and any requirements of the City. If the Owner of the Damaged Improvements is prevented from rebuilding or Repairing the Damaged Improvements because of the *Strata Property Act*, or requirements of the City, such Owner shall demolish and completely remove the Damaged Improvements and debris from its Parcel and restore its Parcel to a neat and safe condition in a good and workmanlike manner, provided that such Owner shall take reasonable measures to ensure that the improvements constructed on the other Parcel will continue to be functional and safe notwithstanding such demolition and removal.

9.03 Delay in Rebuilding or Repairing.

Subject to Sections 9.01 and 9.02 above, in the event that the Repair or rebuilding of Damaged Improvements is not undertaken forthwith and proceeded with diligently and expeditiously, then the Owner of the Damaged Improvements shall forthwith take such

reasonable action as is necessary to leave the any easement areas situate within its Parcel and the Damaged Improvements in a condition which is neat and tidy and does not in any way create a nuisance or a safety hazard.

9.04 Failure to Rebuild or Repair.

If the Owner of any Damaged Improvements fails to fulfill its obligations as set out in Sections 9.01, 9.02, and 9.03, and it has not referred the matter for resolution pursuant to Section 10.05, the Other Owner, upon giving the Owner of the Damaged Improvements not less than 15 days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform the failed obligations and shall be entitled to be reimbursed as provided herein.

9.05 Costs and Expenses.

The cost and expense of any work conducted by the Owner of Damaged Improvements under Sections 9.01, 9.02, and 9.03 hereof shall be included within the Lot A Easement Areas Costs or the Lot B Easement Areas Costs, as the case may be, and shared by the Owners in relation to their Proportionate Share as determined under this Agreement, after taking into account any net insurance proceeds received in connection with such loss or damage and subject to the provisions of Section 5.00 hereof or Section 6.00 hereof, as the case may be.

**10.00 Miscellaneous**

10.01 Runs with the Lands

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

10.02 Cessation of Obligations

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

10.03 Reasonableness

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

10.04 Rights of Owner Preserved

Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent the owner of a servient tenement from using the easement areas granted by them hereunder in any manner which does not materially and

adversely interfere with, injure or impair the exercise by the owner of the dominant tenement of such easement of its rights hereunder.

10.05 Arbitration

In the event of any dispute or disagreement arising out of this Agreement or the interpretation of any provision hereof or any failure to reach agreement on any matter herein including, without limitation, any cost sharing provision (other than a dispute with respect to determinations and allocations to be made under Section 5.00 which shall be resolved pursuant to Section 5.05 or a dispute with respect to determinations and allocations to be made under Section 6.00 which shall be resolved pursuant to Section 6.05), the parties hereto agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 10.05 is not intended to nor is to be construed as preventing the parties hereto, or any of them, from seeking injunctive relief from the courts. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia. The Owners participating in such arbitration shall share equally in the costs of referring the choice of an arbitrator to a Judge of the Supreme Court of British Columbia, and the costs of the arbitration. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules.

10.06 Waiver

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

10.07 Notice

- (a) Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement will be in writing and will be delivered, telecopied or electronically mailed or sent by postage prepaid mail and addressed, to the intended recipient. The time of receiving any such demand or notice will be deemed to be :
  - (i) the day and time of delivery of transmittal (by telecopier or electronic mail), if delivered or sent by telecopier or electronic mail by 4:30 p.m. on a business day (excluding Saturdays Sundays and statutory holidays) to the place of the intended recipient;
  - (ii) by 8:00 a.m. the next business day following the date of such delivery or transmittal (excluding Saturdays Sundays and statutory holidays) if delivered or transmitted by telecopier or electronic mail) after 4:30 p.m. on a business day (excluding Saturdays, Sundays and statutory holidays) to the place of the intended recipient;
- (b) On the fourth day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the



intended recipient of a demand or notice, a demand or notice will not be effective if sent by mail until it is actually received by the intended recipient.

10.08 Governing Law

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

10.09 Further Assurances

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

10.10 Entire Agreement

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

10.11 Time Is Of Essence

Time will be of the essence of this Agreement.

10.12 Severability

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

10.13 No Derogation

Nothing contained or implied herein will prejudice or affect the City's rights, powers, duties and obligations in the exercise of its functions pursuant to the *Community Charter* (British Columbia) or the *Local Government Act* (British Columbia) and the rights, powers, duties and obligations of the City under all of its public and private statutes, bylaws and regulations, all of which may be as fully and effectively exercised in relation to the Parcels as if this Agreement had not been executed and delivered by the parties hereto.

10.14 No Limitation

This Agreement does not:

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

- (c) relieve the Owners from complying with any enactment, including in relation to the use or subdivision of the Parcels.

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

**SCHEDULE A**

**ALLOCATION OF REPAIR AND MAINTENANCE OBLIGATIONS AND COSTS**

<b>Shared Use Areas and Systems</b>	<b>Owner Primarily Responsible for Repairs and Maintenance</b>	<b>Lot A Owner's Share of Costs</b>	<b>Lot B Owner's Share of Costs</b>
<b>Fire shutters at the vehicle drive through opening in the firewall in the parking garage</b>	<b>Lot A Owner</b>	<b>Lot A Owner's Proportionate Share</b>	<b>Lot B Owner's Proportionate Share</b>

**CONSENT AND PRIORITY 1**

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

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

Mortgage CA8092116 and Assignment of Rents CA8092117 (together called the “**HSBC Security**”);

NOW THEREFORE THIS INDENTURE WITNESSES that:

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

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

**CONSENT AND PRIORITY 2**

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

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

Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817) (collectively called the “**Aviva Security**”);

NOW THEREFORE THIS INDENTURE WITNESSES that:

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

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



Related Document Number: **CB728688**  
Fee Collected for Document: **\$0.00**

I, Anna Pogosjan, Barrister and Solicitor, of Bosa Properties Inc., 1201 - 838 West Hastings Street, Vancouver, B.C. declare that:

1. A Form C Easements, Section 219 Covenants and Priority Agreements were filed for registration in the New Westminster Land Title Office on June 30, 2023 under numbers CB728688-CB728699 (the "Charge").

2. I request that the Registrar permit that:

(a) Section 2.01(b)(ii) of the Charge be deleted and replaced with the following:

"(ii) Construct, operate, Maintain and Repair the Life Safety and Fire Protection Systems which are located on Lot A and designated for the use of or are used for the benefit of or are connected to Lot B;"

(c) the second paragraph under Section 2.05 of the Charge be deleted and replaced with the following:

"The Lot B Owner covenants and agrees with the Lot A Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 2.05."

(d) the opening paragraph of Section 3.01 of the Charge be deleted and replaced with the following:

"3.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot B in common with the Lot B Owner and its successors, as owner of Lot B, at all times and from time to time:"

(e) Section 3.01(b)(ii) of the Charge be deleted and replaced with the following:

"(ii) Construct, operate, Maintain and Repair the Life Safety and Fire Protection Systems which are located on Lot B and designated for the use of or are used for the benefit of or are connected to Lot A;"

(f) Section 3.02 of the Charge be deleted and replaced with the following:

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

(g) Section 3.07(a) of the Charge be deleted and replaced with the following:

"(a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot B Easement can be fully exercised as intended hereby and to ensure and permit the continued full and lawful use, function and operation of the Buildings, collectively, as a single building in accordance with the Code Consultant Report and the Building Code and to ensure that at all times the Buildings are kept, functional and operated as an integrated building and in good quality in all respects."

(h) the following sentence be added to the end of Section 3.08(a) of the Charge:

"For greater certainty, posting such notices in the elevator or lobby areas of the Lot A Building will be sufficient notice of such



Related Document Number: **CB728688**

interruption;”

(i) Section 5.05(c) of the Charge be deleted and replaced with the following:

“(c) failing a settlement of the Dispute pursuant to Section 5.05(b), the matter will referred to binding arbitration pursuant to Section 10.05 hereof.”

(j) Section 6.02 of the Charge be deleted and replaced with the following:

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

I make this Declaration and know it to be true based on personal information/reasonable belief.

Anna Pogosjan  
Barrister and Solicitor  
Bosa Properties Inc.  
1201 – 838 West Hastings Street  
Vancouver, B.C. V6C 0A6  
604.299.1363

<b>Electronic Signature</b>	<b>Anna Pogosjan F1CVUU</b>	Digitally signed by Anna Pogosjan F1CVUU Date: 2023-07-13 14:29:44 -07:00
Your electronic signature is a representation that		
<ul style="list-style-type: none"> <li>(a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or</li> <li>(b) You are a designate authorized to certify this application under section 168.4 of the <i>Land Title Act</i>, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or</li> <li>(c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.</li> </ul>		

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

**EXHIBIT "Z"**

**REGISTERED ACCESS EASEMENT/NO BUILD COVENANT OVER PART OF LOT B**

[See Attached]



# DECLARATION(S) ATTACHED



Land Title Act  
**Charge**  
General Instrument - Part 1

**NEW WESTMINSTER LAND TITLE OFFICE**  
JUN 30 2023 16:31:22.003  
**CB728676-CB728687**

1. Application

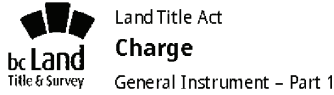
Document Fees: \$938.04

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

UD Lands - Access Easement and Section 219 Covenants Agreement re: Lot A  
Egress onto Lot B

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>



3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 2.01 - over portion shown outlined in bold on Plan EPP115036</b>  Dominant Lands: PID: 030-861-918 Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>COVENANT</b>		Section 4.01 - Section 219 Covenant  Servient Lands: Lot B Plan EPP79101
<b>PRIORITY AGREEMENT</b>		Granting the above Covenant priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>PRIORITY AGREEMENT</b>		Granting the above Covenant priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>COVENANT</b>		Section 4.02 - Section 219 Covenant  Servient Lands: Lot A and Lot B, both of Plan EPP79101
<b>PRIORITY AGREEMENT</b>		Granting the above Covenant priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>PRIORITY AGREEMENT</b>		Granting the above Covenant priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>COVENANT</b>		Section 4.03 - Section 219 Covenant  Servient Lands: Lot A and Lot B, both of Plan EPP79101
<b>PRIORITY AGREEMENT</b>		Granting the above Covenant priority over Mortgage CA8092116 and Assignment of Rents CA8092117



Land Title Act  
**Charge**  
General Instrument - Part 1

**PRIORITY AGREEMENT**

**Granting the above Covenant priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)**

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328, AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101**

**HSBC BANK CANADA, AS TO PRIORITY**

**AVIVA INSURANCE COMPANY OF CANADA, AS TO PRIORITY**

6. Transferee(s)

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

BC0914328

1201 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

**CITY OF SURREY**

13450 - 104 AVENUE  
SURREY BC V3T 1V8

7. Additional or Modified Terms



Land Title Act  
**Charge**  
General Instrument - Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
**2023-04-21**

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

By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
**2023-04-21**

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

as Transferee

By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

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



Land Title Act  
**Charge**  
General Instrument - Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**Shyal Prasad**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
13450 - 104th Avenue  
Surrey BC V3T 1V8

YYYY-MM-DD  
  
**2023-05-29**

**CITY OF SURREY**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: JENNIFER FICOCELLI**  
**City Clerk**

Expiry Date 31/12/2025

as to the signature of the City Clerk

\_\_\_\_\_  
**Print Name: Ron Gill, Manager Area**  
**Planning & Development N Division**

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**LERONG JIANG**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
885 West Georgia Street,  
Vancouver BC V6C 3G1

YYYY-MM-DD  
  
**2023-04-27**

**HSBC BANK CANADA**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: VANESSA LEE Director**  
**Commercial Real Estate**

Commission Expires: November 30, 2025

\_\_\_\_\_  
**Print Name: Wendy Man Region**  
**Ops Mgr**

**Officer Certification**

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



Land Title Act  
**Charge**  
General Instrument - Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**2023-04-20**

**AVIVA INSURANCE COMPANY OF CANADA**

By their Authorized Signatory

\_\_\_\_\_  
**RUSSELL JAMES KIRK**  
**Commissioner for Taking Affidavits**  
**for British Columbia**

520 - 1130 West Pender Street,  
Vancouver BC V6E 4A4

604-299-9828

My Commission expires December 31,  
2024

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

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

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

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41 (4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-06-30  
15:12:33 -07:00

**TERMS OF INSTRUMENT – PART 2**

**ACCESS EASEMENT AND SECTION 219 COVENANTS AGREEMENT  
RE: LOT A EGRESS ONTO LOT B**

THIS AGREEMENT dated for reference \_\_\_\_\_, 2023.

AMONG:

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

(the “**Lot A Owner**”)

AND:

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

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

AND:

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

(the “**City**”)

WHEREAS:

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

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot A**”);

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

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

(“**Lot B**”);

C. The Lot A Owner intends to construct the Lot A Building on Lot A, all as herein defined;

- D. The Lot B Owner intends to develop the Lot B Building on Lot B, all as herein defined;
- E. The Lot B Owner wishes to grant certain rights and easements to the Lot A Owner, including for the provision of unobstructed exiting from Lot A through the Easement/No Build Area (as herein defined);
- F. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple;
- G. Section 219 of the *Land Title Act* states that a covenant in favour of a municipality may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality; and
- H. The Lot A Owner and the Lot B Owner have agreed to register covenants pursuant to Section 219 of the *Land Title Act* in favour of the City to address certain matters contemplated in this Agreement, including to address certain spatial separation issues in the Building Code arising between the Lot A Building on Lot A and the Lot B Building on Lot B.

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

#### 1.00 Interpretation

##### 1.01 Definitions

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

- (a) **“Agreement”** means this agreement, including its recitals and schedules, all as may be amended in writing from time to time;
- (b) **“Building Code”** means the 2012 BC Building Code;
- (c) **“Construct”** means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, repair, remove or renew and all activities or other work incidental or related thereto and **“Constructing”** and **“Construction”** have a corresponding meaning;
- (d) **“Damaged Improvements”** has the meaning ascribed thereto in Section 5.01;
- (e) **“Easement/No Build Area”** means that portion of Lot B (as determined by the Code Consultant) which is shown outlined in bold on Explanatory Plan EPP115036, a copy of which is attached to this Agreement as Schedule A;
- (f) **“Inspect”** means to inspect, test or examine any Parcel from time to time for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent to such Parcel, or for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in the loss of access or egress or support to or use of such other Parcel, and **“Inspection”** and **“Inspecting”** have corresponding meanings;



- (g) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended and replaced from time to time;
- (h) **“Land Title Office”** means the New Westminster Land Title Office;
- (i) **“Lot A”** means those certain lands situate in the City of Surrey upon which the Lot A Building will be constructed and legally described in Recital A;
- (j) **“Lot A Building”** means the 28 storey residential concrete highrise building with ground floor townhouses containing 322 residential strata lots and common property, all to be constructed on Lot A;
- (k) **“Lot A Owner”** means the registered owner from time to time of Lot A and any Parcel into which Lot A is subdivided, and its successors and assigns and includes, where the context requires, the Lot A Strata Corporation or the owner of the Lot A Strata Lots;
- (l) **“Lot B”** means those certain lands situate in the City of Surrey upon which the Lot B Building will be constructed and legally described in Recital B;
- (m) **“Lot B Building”** means the 38 storey concrete highrise building with ground floor townhouses containing 431 residential strata lots and common property, and a commercial component, including the Easement/No Build Area, all of which may be constructed on Lot B;
- (n) **“Lot B Easement”** means the easement granted by the Lot B Owner to the Lot A Owner pursuant to Section 2.01 hereof;
- (o) **“Lot B Owner”** means the registered owner from time to time of Lot B and any Parcel into which Lot B is subdivided, and its successors and assigns and includes, where the context requires, the Lot B Strata Corporation or the owner of the Lot B Strata Lots;
- (p) **“Maintain”** means to keep in a good and proper state of repair, normal wear and tear excepted, and in a clean and safe condition including, without limiting the generality of the foregoing, cleaning, pressure washing, painting and resurfacing, as would a prudent owner from time to time, and **“Maintenance”** and **“Maintaining”** have corresponding meanings;
- (q) **“Parcel”** means individually Lot A, Lot B and any Strata Lot or any parcel into which any of the foregoing are subdivided into, and **“Parcels”** means two or more of them as them as the context requires;
- (r) **“Repair”** means:
- (i) to remedy any defect and to repair any damage to any part of a Parcel; or
  - (ii) to take any action reasonably necessary to remedy any failure of a Parcel owner to provide another Parcel owner’s easements and rights, as granted hereunder,
- and **“Repairing”** has a corresponding meaning;

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

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

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

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

1.05 **Schedules.** The following schedules are attached and form part of this Agreement:

Schedule A –Plan of Easement/No Build Area

## 2.00 **Lot B Easement**

2.01 **Grant of Easement.** Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot B in common with the Lot B Owner and its successors, as owner of Lot A, at all times and from time to time:

- (a) **Pedestrian Exiting.** To enter, go, pass and re-pass at any time, including without limitation, in an emergency or a scheduled emergency practice drill, on foot or by wheelchair or other similar aids for physically challenged persons, in, over, upon and through the Easement/No

Build Area for the purpose of obtaining unobstructed pedestrian access to and egress from Lot A and the Lot A Building; and

- (b) Generally. To do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in Section 2.01(a).

The Lot A Owner's and its successors' and assigns' use of the Easement/No Build Area shall be irrefutable evidence of its agreement to assume the positive covenants on its part to be observed and performed herein.

- 2.02 Benefit and Burden. The Lot B Easement will be appurtenant to and for the benefit of Lot A and will charge and be a burden upon and run with Lot B.

- 2.03 Enjoyment of Easement. The Lot A Owner shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot B Owner, as owner of Lot B, or any person, firm or corporation claiming by, through, under or in trust for the Lot B Owner, as owner of Lot B.

- 2.04 No Interference or Alteration of Easement/No Build Area by Lot B Owner. Subject to the provisions of Section 2.06(a), the Lot B Owner will not interfere with the use of the Easement/No Build Area as herein contemplated and the rights herein granted and will not alter any portion of the Easement/No Build Area, whether or not with respect to any other lands, without the prior written consent of the Lot A Owner, which consent may be unreasonably withheld, conditioned or delayed, provided the City's consent is granted, which consent may be unreasonably withheld.

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

- (a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement/No Build Area in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot B Easement can be fully exercised as intended hereby. If the Lot B Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out herein and such failure interferes in a material way with the Lot B Easement, the Lot A Owner, upon giving the Lot B Owner not less than seven (7) days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor; and

- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement/No Build Area to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:

- (i) name each of the Lot B Owner and the Lot A Owner as a named insured under the policy;
- (ii) prohibit the insurer from exercising any right of subrogation against any named insured;

- (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
- (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 2.05 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 2.05.

2.06 **Reservations and Limitations.** Notwithstanding the grant of the Lot B Easement, there is hereby reserved to the Lot B Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) **Temporary Interruptions.** To temporarily interrupt the access, use and enjoyment by the Lot A Owner of the Easement/No Build Area if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement/No Build Area as may be required by the Lot B Owner or as the Lot B Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and does not affect access to exits in the Lot A Building or that are designated for the use of or are used for the benefit of or are connected to Lot A, and that reasonable notice of the interruption is delivered to the Lot A Owner (except in the case of emergency when no notice is required);
- (b) **Construction.** To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement/No Build Area as it may reasonably require or deem expedient; and
- (c) **Limitations.** The Lot A Owner and its Users in exercising the Lot B Easement shall at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them.

2.07 **Covenants – Lot A Owner.** The Lot A Owner hereby covenants and agrees with the Lot B Owner, that the Lot A Owner and its Users will, in exercising its rights to use the Easement/No Build Area, use all reasonable efforts to cause as little interference as possible with the use and enjoyment of Lot B by the Lot B Owner and to minimize the nuisance and inconvenience to the occupants of the Lot B Owner arising out of any use by the Lot A Owner or its Users of the Easement/No Build Area.

### 3.00 **Subdivision**

3.01 **Subdivision.**

- (a) Subject to Section 3.01(b), if any Parcel is subdivided, including by way of Strata Plan, then the rights, covenants, easements and charges granted hereunder will continue to run

with and bind each subdivided Parcel of which any part of any the Easement/No Build Area or charged property forms a part.

- (b) Notwithstanding Section 3.01(a), upon subdivision of a Parcel by a Strata Plan:
- (i) the Section 219 Covenant created pursuant to Section 4.01 shall be registered against title to the Lot B Strata Lots; and
  - (ii) the Section 219 Covenants created pursuant to Sections 4.02 and 4.03 shall be registered against title to all Strata Lots.
- (c) Upon subdivision of a Parcel by a Strata Plan:
- (i) the Strata Corporation so created shall:
    - (A) perform and observe the parent Owner's covenants herein at the expense of the Strata Corporation and of the Strata Lot owners;
    - (B) in respect of Lot A, perform and observe the Lot A Owner's covenants and obligations pursuant to the provisions of this Agreement;
    - (C) in respect of Lot B, perform and observe the Lot B Owner's covenants and obligations pursuant to this Agreement;
    - (D) enter into an assumption agreement with the other Owner and the City in a form satisfactory to the other Owner and the City, to assume all of the ongoing obligations hereunder and benefit from all of the rights as provided herein;
    - (E) take into consideration the content of this Agreement when creating, amending or rescinding the bylaws, rules and regulations of the Strata Corporation applicable to Strata Lot owners, and shall cause the Strata Lot owners to comply with the obligations, restrictions and limitations as provided herein;
    - (F) be responsible for any breach arising from any action or omission of any and all of the Strata Lot owners of the obligations, restrictions and limitations as provided herein; and
    - (G) be entitled to give all permissions and consents permitted to be given by the Strata Lot owners; and
  - (ii) the liability of each Strata Lot owner to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, shall be in proportion to the unit entitlement of his, her or its Strata Lot as established in accordance with the *Strata Property Act*.

3.02 Acceptance by Strata Corporation. Notwithstanding anything to the contrary provided in this Agreement, in the event of a subdivision of Lot B or Lot A, or any of them by the deposit in the

Land Title Office of a Strata Plan in accordance with the *Strata Property Act*, the easements and Section 219 covenants herein granted shall be accepted on behalf of the Strata Lot owners by the Strata Corporation created thereby and shall be administered, enforced, modified, or released by the Strata Corporation only and, in particular, without limiting the generality of the foregoing, the Strata Corporation shall make all payments required to be made hereunder and shall receive all payments to be paid hereunder and for obtaining the insurance policies required hereunder.

#### 4.00 Section 219 Covenants

- 4.01 Section 219 Covenant re: Easement/No Build Area. Pursuant to Section 219 of the *Land Title Act*, the Lot B Owner covenants and agrees with the City as a covenant charging and running with and binding Lot B that the Lot B Owner will not construct or cause to be constructed any buildings or structures upon or within the Easement/No Build Area, other than the structures and improvements comprising part of the underground parkade on Lot B which may include, without limitation, as applicable, exterior stairs/ramps on Lot B and related vehicle and/or pedestrian access routes.
- 4.02 Section 219 Covenant re: Spatial Separation. Pursuant to Section 219 of the *Land Title Act*, each of the Owners covenants and agrees with the City as a covenant charging and running with and binding each of Lot A and Lot B respectively that the Easement/No Build Area is required for spatial separation between the Lot A Building and Lot B required by the Building Code.
- 4.03 Section 219 Covenant re: Termination and Modification. Pursuant to Section 219 of the *Land Title Act*, each of the Owners covenants and agrees with the City as a covenant charging and running with and binding each of Lot A and Lot B respectively that:
- (a) Under no circumstances whatsoever will the Lot B Easement be interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of the Lot B Owner or those claiming by, through or under the Lot B Owner or for any reason whatsoever, and Lot A Owner shall refrain from seeking any judgement, order or declaration to that effect. Nothing contained herein shall prevent the Lot A Owner (or a Strata Corporation if Lot A has been subdivided by Strata Plan) from applying to enjoin or restrain any wrongful action or from seeking damages therefor, and
  - (b) The Owners covenant each with the other and with the City that the easements and rights granted pursuant to this Agreement will not be modified, abandoned, surrendered, released or discharged without the prior written consent of the City.
- 4.04 Damages not an adequate remedy. Each of the Owners agree that damages will not be an adequate remedy for the City for any breach by any Owner of its respective obligations under this Agreement and that the City is entitled to an order for specific performance or a prohibitory or mandatory injunction as a remedy for any such breach.
- 4.05 Payment of costs. The Owners each agree that in any proceeding relating to this Agreement, the City is entitled to its costs on a solicitor and its own client basis.
- 4.06 Acknowledgement of each Owner. Each Owner hereby acknowledges, agrees and declares that the provisions of this Section 4.00 are for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that the provisions of this Section 4.00 are not designed to protect or promote the interests of any Owner, its Users or any future owner, occupier or user of any Parcel

or any other person or corporation whatsoever, and the City may at its option execute an amendment to, or a release of, any of the provisions of this Section 4.00 or any part thereof at any time without liability to anyone for so doing.

#### 5.00 **Damage and Destruction**

- 5.01 Lot B Owner's obligation to rebuild if not Major Damage. In the event that the Easement/No Build Area shall at any time be defective or damaged (the "**Damaged Improvements**") such that the Lot B Easement is diminished in a material way or is likely to be diminished in a material way, but the Damaged Improvements have not suffered Major Damage, then after receipt from the Lot A Owner of a written notice to Construct and Repair pursuant to this Section 5.00 (which notice refers to and contains a copy of this Section 5.00), the Lot B Owner shall, within a reasonable period of time Construct, Repair and make the Damaged Improvements fit for the purpose of such easements.
- 5.02 Owner's obligation to rebuild and Repair if Major Damage. In the event that the Damaged Improvements are destroyed or damaged to such extent that Major Damage has occurred, the Lot B Owner shall rebuild or Repair the Damaged Improvements, subject to the receipt of insurance proceeds, or should insurance proceeds be insufficient, the agreement of the respective owners to contribute sufficient funds to complete the restoration and subject to the *Strata Property Act* to the extent applicable, and any requirements of the City. If the Lot B Owner is prevented from rebuilding or Repairing the Damaged Improvements because of the *Strata Property Act*, or requirements of the City, such Owner shall demolish and completely remove the Damaged Improvements and debris from the Easement/No Build Area and restore the Easement/No Build Area to a neat and safe condition in a good and workmanlike manner.
- 5.03 Failure to Rebuild or Repair. If the Lot B Owner fails to fulfill its obligations as set out in Sections 5.01 or 5.02, then the Lot A Owner, upon giving the Lot B Owner not less than 15 days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform the failed obligations and shall be entitled to be reimbursed as provided herein.
- 5.04 Costs and Expenses. The cost and expense of any work conducted by the Lot B Owner under Sections 5.01 and 5.02 hereof shall be shared by the Owners proportionally based on the respective total unit entitlement of each of the Lot A Strata Corporation and the Lot B Strata Corporation, after taking into account any net insurance proceeds received in connection with such loss or damage.

#### 6.00 **Miscellaneous**

- 6.01 Runs with the Lands. Once Lot A and Lot B are subdivided, the easements herein granted will continue to run with and bind each subdivided parcel.
- 6.02 Cessation of Obligations. The covenants of each Owner contained herein will be personal and binding upon that Owner only during its ownership of Lot A or Lot B or any interest therein or in any parcel into which it may be subdivided, as the case may be, but the said lands will nevertheless remain at all times charged herewith to the intent that upon the transfer of any interest in any of Lot A or Lot B or any interest in any parcel into which same may be subdivided by an Owner, that Owner will be freed, released and discharged from the observance and performance thereafter of the covenants on its part in respect of the lands and its part to be observed and performed.

- 6.03 Reasonableness. The Owners will, at all times, be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.
- 6.04 Rights of Owner Preserved. Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent the owner of a servient tenement from using the easement areas granted by them hereunder in any manner which does not materially and adversely interfere with, injure or impair the exercise by the owner of the dominant tenement of such easement of its rights hereunder.
- 6.05 Arbitration. In the event of any dispute or disagreement arising out of this Agreement or the interpretation of any provision hereof or any failure to reach agreement on any matter herein including, without limitation, any cost sharing provision, the parties hereto agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 6.05 is not intended to nor is to be construed as preventing the parties hereto, or any of them, from seeking injunctive relief from the courts. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia. The Owners participating in such arbitration shall share equally in the costs of referring the choice of an arbitrator to a Judge of the Supreme Court of British Columbia, and the costs of the arbitration. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules.
- 6.06 Waiver. Waiver by any party of any default hereunder by another party will not be deemed to be a waiver by the first-mentioned party of any subsequent default by the party that defaulted.
- 6.07 Notice
- (a) Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement will be in writing and will be delivered, telecopied or electronically mailed or sent by postage prepaid mail and addressed, to the intended recipient. The time of receiving any such demand or notice will be deemed to be:
- (i) the day and time of delivery of transmittal (by telecopier or electronic mail), if delivered or sent by telecopier or electronic mail by 4:30 p.m. on a business day (excluding Saturdays Sundays and statutory holidays) to the place of the intended recipient;
- (ii) by 8:00 a.m. the next business day following the date of such delivery or transmittal (excluding Saturdays Sundays and statutory holidays) if delivered or transmitted by telecopier or electronic mail) after 4:30 p.m. on a business day (excluding Saturdays, Sundays and statutory holidays) to the place of the intended recipient;
- (b) On the fourth day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the intended recipient of a demand or notice, a demand or notice will not be effective if sent by mail until it is actually received by the intended recipient.

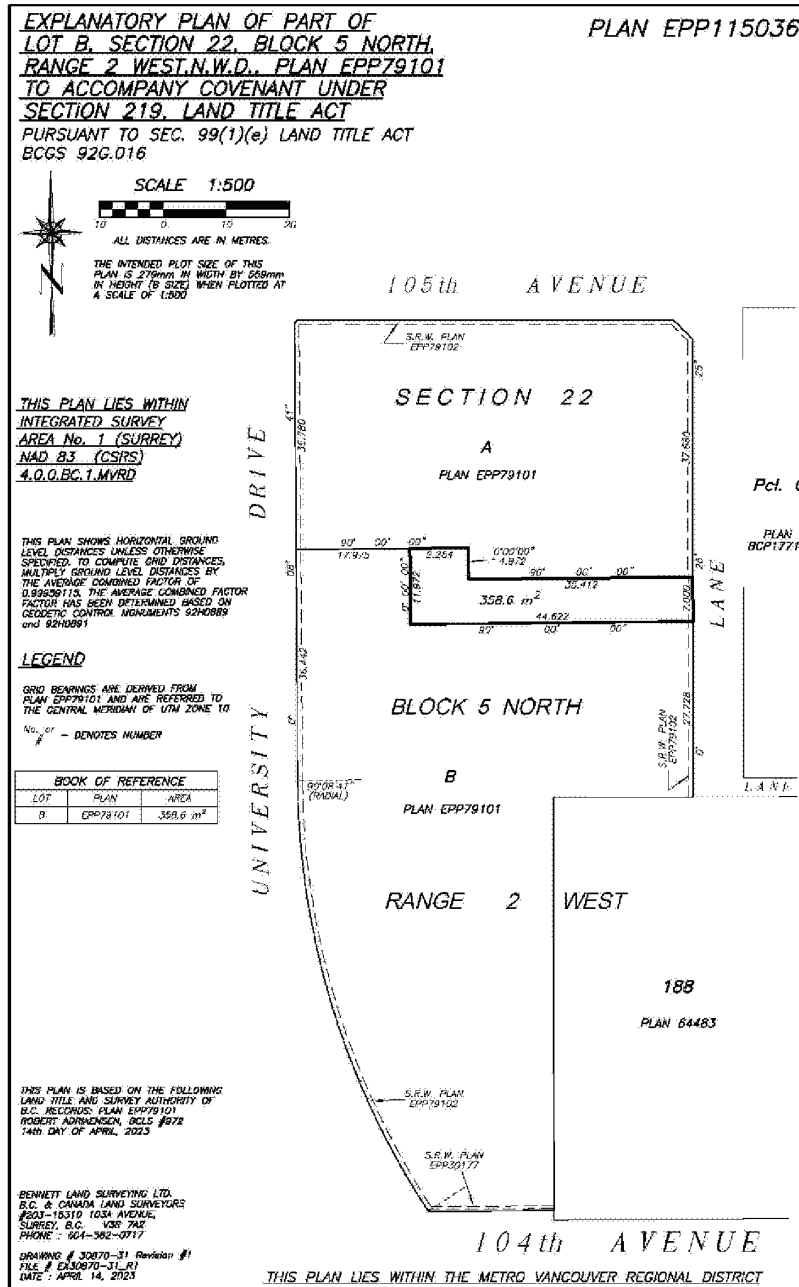


- 6.08 Governing Law. This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.
- 6.09 Further Assurances. The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.
- 6.10 Entire Agreement. This is the entire agreement between the parties concerning the subject matter of this Agreement.
- 6.11 Time Is Of Essence. Time will be of the essence of this Agreement.
- 6.12 Severability. Should any portion of this Agreement be declared or held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, then such portion will be deemed to have been severed from this Agreement and the invalidity or unenforceability thereof will not affect or render unenforceable or invalid any other provisions of this Agreement, and the rest of this Agreement shall remain in force unamended.
- 6.13 No Derogation. Nothing contained or implied herein will prejudice or affect the City's rights, powers, duties and obligations in the exercise of its functions pursuant to the *Community Charter* (British Columbia) or the *Local Government Act* (British Columbia) and the rights, powers, duties and obligations of the City under all of its public and private statutes, bylaws and regulations, all of which may be as fully and effectively exercised in relation to the Parcels as if this Agreement had not been executed and delivered by the parties hereto.
- 6.14 No Limitation. This Agreement does not:
- (a) affect or limit the discretion, rights or powers of the City under any enactment (as defined in the *Interpretation Act* (British Columbia) on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Parcels;
  - (b) affect or limit any enactment relating to the use or subdivision of the Parcels; or
  - (c) relieve the Owners from complying with any enactment, including in relation to the use or subdivision of the Parcels.

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

SCHEDULE A

PLAN OF EASEMENT/NO BUILD AREA



**CONSENT AND PRIORITY 1**

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

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

Mortgage CA8092116 and Assignment of Rents CA8092117 (together called the “**HSBC Security**”);

NOW THEREFORE THIS INDENTURE WITNESSES that:

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

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

**CONSENT AND PRIORITY 2**

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

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

Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817) (collectively called the “**Aviva Security**”);

NOW THEREFORE THIS INDENTURE WITNESSES that:

1. Aviva hereby consents to the registration of the Covenants and Easement Agreement and the rights, licenses, easements, covenants and charges granted thereby.
  2. Aviva hereby covenants and agrees that the Covenants and Easement Agreement and the rights, licenses, easements, covenants and charges granted by the Covenants and Easement Agreement shall be binding upon its interests in and charges upon Lot A and Lot B under the Aviva Security, and that the Covenants and Easement Agreement and each of the rights, licenses, easements, covenants and charges granted thereby shall be an encumbrance upon Lot A and Lot B ranking in priority to each of the Aviva Security charges in the same manner and to the same effect as if the Covenants and Easement Agreement had been dated, executed and registered prior to the Aviva Security and prior to the advance of any monies pursuant to the Aviva Security.
  3. This Indenture shall be binding on the successors and assigns of Aviva.
- IN WITNESS WHEREOF Aviva has executed this priority agreement by causing its proper officers to sign the General Instrument.



Related Document Number: **CB728676**  
Fee Collected for Document: **\$0.00**

I, Anna Pogosjan, Barrister and Solicitor, of Bosa Properties Inc., 1201 - 838 West Hastings Street, Vancouver, B.C. declare that:

1. A Form C Easement, Section 219 Covenants and Priority Agreements were filed for registration in the New Westminster Land Title Office on June 30, 2023 under numbers CB728676-CB728687 (the "Charge").

2. I request that the Registrar permit that:

(a) the additional information for the first Section 219 Covenant in item 3 Nature of Interest on the Form C of the Charge be deleted and replaced with the following:

"Section 4.01 – Section 219 Covenant – over portion shown outlined in bold on Plan EPP115036  
Servient Lands: Lot B Plan EPP79101"

(b) the opening paragraph of Section 2.01 of the Charge be deleted and replaced with the following:

"2.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through the Easement/No Build Area in common with the Lot B Owner and its successors, as owner of Lot A, at all times and from time to time:"

(c) Section 2.07 of the Charge be deleted and replaced with the following:

"2.07 Covenants – Lot A Owner. The Lot A Owner hereby covenants and agrees with the Lot B Owner that the Lot A Owner and its Users will, in exercising the rights to use the Easement/No Build Area, use all reasonable efforts to cause as little interference as possible with the use and enjoyment of Lot B by the Lot B Owner to minimize the nuisance and inconvenience to the occupants of the Lot B Building arising out of any use by the Lot A Owner or its Users of the Easement/No Build Area."

(d) Section 4.03(a) of the Charge be deleted and replaced with the following:

"(a) Under no circumstances whatsoever will the Lot B Easement be interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of the Lot A Owner or those claiming by, through or under the Lot A Owner or for any reason whatsoever, and the Lot B Owner shall refrain from seeking any judgment, order or declaration to that effect. Nothing contained herein shall prevent the Lot B Owner (or a Strata Corporation if Lot B has been subdivided by Strata Plan) from applying to enjoin or restrain any wrongful action or from seeking damages therefor, and"

I make this Declaration and know it to be true based on personal information/reasonable belief.

Anna Pogosjan  
Barrister and Solicitor  
Bosa Properties Inc.  
1201 – 838 West Hastings Street  
Vancouver, B.C. V6C 0A6  
604.299.1363



Related Document Number: **CB728676**

**Electronic Signature**

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-07-13  
14:29:00 -07:00

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

**EXHIBIT "AA"**

**REGISTERED RECIPROCAL EASEMENT FOR PARKING FACILITY COMMON WALL**

[See Attached]



1. Application

Document Fees: \$156.34

**Christy Jordaan, Paralegal, BOSA PROPERTIES INC.**  
**1201 - 838 West Hastings Street**  
**Vancouver BC V6C 0A6**  
**604.299.1363**

UD North and UD South | Form C Reciprocal Easement re Wall in Parkade

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 2.01 - Over that portion of PID 030-861-918 Lot A Plan EPP79101 shown outlined in heavy black line on Plan EPP115037</b> <b>Dominant Lands: PID 030-861-926 Lot B Plan EPP115037</b>
<b>EASEMENT</b>		<b>Section 3.01 - Over that portion of PID 030-861-926 Lot B Plan EPP115037 shown outlined in heavy black line on Plan EPP115037</b> <b>Dominant Lands: PID 030-861-918 Lot A Plan EPP79101</b>

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328, AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101	

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD

**2023-07-07**

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

As Registered Owner of Lot A Plan  
EPP79101  
By their Authorized Signatory

TEL: 604.299.1363  
Commission Expires: March 31, 2026

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

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD

**2023-07-07**

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

As Registered Owner of Lot B Plan  
EPP79101

By their Authorized Signatory

TEL: 604.299.1363  
Commission Expires: March 31, 2026

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

**Officer Certification**

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

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-07-07  
21:00:43 -07:00

**TERMS OF INSTRUMENT – PART 2**

**RECIPROCAL EASEMENT  
RE: COMMON PARKADE WALL**

THIS AGREEMENT dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

AMONG:

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

(in its capacity as the registered owner of Lot A, the “**Lot A Owner**”)

AND:

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

(in its capacity as the registered owner of Lot B, the “**Lot B Owner**”, and together with the Lot A Owner, the “**Owners**”, and each, an “**Owner**”)

WHEREAS:

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

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot A**”);

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

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

(“**Lot B**”);

- C. The Lot A Owner intends to construct the Lot A Building on Lot A, all as herein defined;
- D. The Lot B Owner intends to develop the Lot B Building on Lot B, all as herein defined;
- E. The Lot A Owner, the Lot B Owner and the City have entered into an easement and section 219 covenant agreement (the “**Reciprocal Easement re Shared Building Systems**”), deposited for registration in the Land Title Office under registration numbers CB728688-CB728699, for the

purpose of the operation of the Lot A Building and the Lot B Building as a single integrated development (the “**Development**”) with a shared parking structure and certain building systems shared between the Lot A Building and the Lot B Building, including, among other things, shared Support Structures (as such term is defined in the Reciprocal Easement re Shared Building Systems);

- F. The Lot A Owner wishes to grant certain further rights and easements to the Lot B Owner;
- G. The Lot B Owner wishes to grant certain further rights and easements to the Lot A Owner; and
- H. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple.

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

## 1.00 Interpretation

### 1.01 Definitions

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

- (a) “**Agreement**” means this agreement, including its recitals and schedules, all as may be amended in writing from time to time;
- (b) “**Annual Actual Lot A Easement Area Costs Statement**” has the meaning ascribed thereto in Section 5.03;
- (c) “**Annual Actual Lot B Easement Area Costs Statement**” has the meaning ascribed thereto in Section 6.03;
- (d) “**Annual Estimated Lot A Easement Area Costs Budget**” means the annual operating costs budget prepared by the Lot A Owner for the Easement Area on Lot A and those areas for which it is primarily responsible as set forth in Schedule A;
- (e) “**Annual Estimated Lot B Easement Area Costs Budget**” means the annual operating costs budget prepared by the Lot B Owner for the Easement Area on Lot B and those areas for which it is primarily responsible as set forth in Schedule A;
- (f) “**Buildings**” means the Lot A Building and the Lot B Building;
- (g) “**Commercial Air Space Parcels**” means one or more air space parcels containing the Commercial Component, to be created upon the registration of an air space subdivision plan subdividing Lot B;
- (h) “**Commercial Component**” means approximately 2,300 square feet (213.677 square metres) of ground floor commercial/retail premises, together with common property, for potential retail, commercial and/or office use, which will be

constructed on Lot B and registered in the Land Title Office as the Commercial Air Space Parcels;

- (i) **“Common Parkade Wall”** means the wall in the shared underground parkade which is owned jointly by the Owners and which separates the Lot A Building and the Lot B Building from each other and is located within the Easement Area;
- (j) **“Construct”** means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, repair, remove or renew and all activities or other work incidental or related thereto and **“Constructing”**, **“Construction”** and **“Constructed”** have a corresponding meaning;
- (k) **“Damaged Improvements”** has the meaning ascribed thereto in Section 8.01;
- (l) **“Development”** has the meaning ascribed thereto in Recital E;
- (m) **“Easement Area”** means each such portion of Lot A and Lot B containing the Common Parkade Wall as shown outlined in heavy black line on the Easement Area Plan;
- (n) **“Easement Area on Lot A”** means that portion of the Easement Area located within Lot A;
- (o) **“Easement Area on Lot B”** means that portion of the Easement Area located within Lot B;
- (p) **“Easement Area Plan”** means the Explanatory Plan prepared by Rob Adriaensen, B.C.L.S. of Bennett Land Surveying Ltd. and deposited in the New Westminster Land Title Office under Plan EPP115037, a copy of which is attached hereto as Schedule B;
- (q) **“Inspect”** means to inspect, test or examine any Parcel from time to time for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent to such Parcel, or for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in the loss of access or egress or support to or use of such other Parcel, and **“Inspect”**, **“Inspected”** and **“Inspecting”** have corresponding meanings;
- (r) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended and replaced from time to time;
- (s) **“Land Title Office”** means the New Westminster Land Title Office;
- (t) **“Lands”** means, together, Lot A and Lot B;
- (u) **“Lot A”** means those certain lands situate in the City of Surrey upon which the Lot A Building will be constructed and legally described in Recital A;

- (v) **“Lot A Building”** means the 28 storey residential concrete highrise building with ground floor townhouses containing 322 residential strata lots and common property including the Easement Area on Lot A, all as constructed on Lot A;
- (w) **“Lot A Easement”** means the easement granted by the Lot A Owner to the Lot B Owner to use the Easement Area on Lot A pursuant to Section 2.01 hereof;
- (x) **“Lot A Easement Area Costs”** means the aggregate, without duplication, of all costs incurred by the Lot A Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Area on Lot A and those areas for which it is primarily responsible as set forth in Schedule A;
- (y) **“Lot A Owner”** means the registered owner from time to time of Lot A and any Parcel into which Lot A is subdivided, and its successors and assigns and includes, where the context requires, the Lot A Strata Corporation or the owner of the Lot A Strata Lots;
- (z) **“Lot B”** means those certain lands situate in the City of Surrey upon which the Lot B Building will be constructed and legally described in Recital B;
- (aa) **“Lot B Building”** means the 38 storey concrete highrise building with ground floor townhouses containing 431 residential strata lots and common property, and the Commercial Component, including the Easement Area on Lot B, all as constructed on Lot B;
- (bb) **“Lot B Easement”** means the easement granted by the Lot B Owner to the Lot A Owner to use the Easement Area on Lot B pursuant to Section 3.01 hereof;
- (cc) **“Lot B Easement Area Costs”** means the aggregate, without duplication, of all costs incurred by the Lot B Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Area on Lot B and those areas for which it is primarily responsible as set forth in Schedule A;
- (dd) **“Lot B Owner”** means the registered owner from time to time of Lot B and any Parcel into which Lot B is subdivided, and its successors and assigns and includes, where the context requires, the Lot B Strata Corporation or the owner of the Lot B Strata Lots;
- (ee) **“Maintain”** means to keep in a good and proper state of repair, normal wear and tear excepted, and in a clean and safe condition including, without limiting the generality of the foregoing, cleaning, pressure washing, painting and resurfacing, as would a prudent owner from time to time, and **“Maintenance”**, **“Maintained”** and **“Maintaining”** have corresponding meanings;
- (ff) **“Major Damage”** in respect of a Parcel occurs when:
  - (i) the Damaged Improvements on such Parcel are damaged or destroyed to the extent that the benefit and use of the easements granted herein to the

Other Owner are diminished or are likely to be diminished in a material way and based on the opinion of a certified professional chosen by the Owner of the Parcel containing the Damaged Improvements, such damage or destruction cannot reasonably be Repaired or renewed within 90 days after the date such damage or destruction occurred;

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

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

- (gg) **“Other Owner”** means, vis à vis any Owner, as an owner of a Parcel, the Owner of the Other Parcel;
- (hh) **“Other Parcel”** means, vis à vis any Parcel, the other Parcel;
- (ii) **“Parcel”** means individually Lot A, Lot B and any Strata Lot or any parcel into which any of the foregoing are subdivided into, and **“Parcels”** means two or more of them as them as the context requires;
- (jj) **“Prime Rate”** means the annual rate of interest announced from time to time by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, or such other bank as selected by the Lot B Owner from time to time, as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada;
- (kk) **“Proportionate Share”** means in respect of the Lot A Strata Corporation and the Lot B Strata Corporation, the contribution required to be made by them pursuant to Section 5.00 towards payment of the Lot A Easement Area Costs and pursuant to Section 6.00 towards payment of the Lot B Easement Area Costs which, in each case, will be the percentage of such costs derived from the following ratios:

(A) For Lot A Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan); and

(B) For the Lot B Strata Corporation

Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan),

provided that upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the respective Proportionate Share for each of the Lot A Strata Corporation, the Lot B Strata Corporation and the Owner of the Commercial Component shall be derived from the following ratios:

(C) For Lot A Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component ); and

(D) For the Lot B Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component); and

(E) For the Owner of the Commercial Component:

Area in Square Metres of the Commercial Component ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component);

(ll) **“Reciprocal Easement re Shared Building Systems”** has the meaning ascribed thereto in Recital E;

(mm) **“Repair”** means:

- (i) to remedy any defect and to repair any damage to any part of a Parcel; or
- (ii) to take any action reasonably necessary to remedy any failure of a Parcel owner to provide another Parcel owner’s easements and rights, as granted hereunder,

and **“Repaired”** and **“Repairing”** have corresponding meanings;

(nn) **“Strata Corporation”** means the strata corporation created with respect to Lot A or Lot B, as the case may be, by deposit of the Strata Plan;

(oo) **“Strata Lot Owners”** means, from time to time, the registered owners of Strata Lots and **“Strata Lot Owner”** means any one of them;

(pp) **“Strata Lots”** means the strata lots created upon deposit of the Strata Plan which subdivides Lot A or Lot B into Strata Lots and common property in accordance with the provisions of the *Strata Property Act* and **“Strata Lot”** means any one of such Strata Lots;

- (qq) “**Strata Plan**” means the strata plan subdividing Lot A or Lot B, as the case may be, into Strata Lots and common property in accordance with the provisions of the *Strata Property Act*;
- (rr) “**Strata Property Act**” means the *Strata Property Act*, S.B.C. 1998, c. 43 and amendments thereto and re-enactments thereof; and
- (ss) “**Users**” means the owners, tenants and occupants including, without limitation, any strata unit owners, from time to time of all or any part of a Parcel and their respective employees, servants, workers, agents, officers, contractors, consultants, licensees and invitees whether their authorization to access is implied or expressed unless any of such employees, servants, agents, officers, contractors, licensees or invitees are expressly not authorized.

#### 1.02 Interpretation

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

#### 1.03 Headings

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

#### 1.04 Reference to Enactments

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

#### 1.05 Schedules

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

Schedule A – Allocation of Repair and Maintenance Obligations and Costs

Schedule B –Easement Area Plan

### 2.00 **Lot A Easement**

2.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot A Owner hereby grants to the Lot B Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through the Easement Area on Lot A in common with the Lot A Owner and its successors, as owner of Lot A, at all times and from time to time:

- (a) to enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon the Easement



Area on Lot A to operate, use, Inspect, Construct, Maintain and Repair that portion of the Common Parkade Wall located on Lot A; and

- (b) Generally. To do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 2.01.

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

- 2.02 Benefit and Burden. The easement granted in Section 2.01 will be appurtenant to and for the benefit of Lot B and will charge and be a burden upon and run with Lot A.

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

The Lot A Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 2.05(a) hereof, interfere with the use of the Easement Area on Lot A as herein contemplated and the rights herein granted.

Subject to the provisions of Section 2.05, the Lot A Owner will not materially alter any portion of the Easement Area on Lot A, whether or not with respect to any other lands, without the prior written consent of the Lot B Owner, which consent will not be unreasonably withheld, conditioned or delayed.

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

- (a) except as specifically set forth herein, it will well and substantially Inspect, Maintain, Construct and Repair the Easement Area on Lot A and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot A Easement can be fully exercised as intended hereby;

- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Area on Lot A to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:

- (i) name each of the Lot A Owner and the Lot B Owner as a named insured under the policy;

- (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
- (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
- (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 2.04 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 2.04.

2.05 Reservations and Limitations. Notwithstanding the grant of the Lot A Easement, there is hereby reserved to the Lot A Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot B Owner of the Easement Area on Lot A if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Area on Lot A as may be required by the Lot A Owner or as the Lot A Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and that reasonable notice of the interruption is delivered to the Lot B Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot B Building will be sufficient notice of such interruption;
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Area on Lot A as it may reasonably require or deem expedient;
- (c) Limitations. The Lot B Owner and its Users in exercising the easement to use the Easement Area on Lot A granted pursuant to Section 2.01 shall:
  - (i) only use and access those portions of Easement Area on Lot A for which it is reasonable for them to have access to and the use of and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

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

- (a) Minimize Interference with Lot A Owner. It will, in exercising its rights to use the Easement Area on Lot A:
  - (i) use only those portions of Easement Area on Lot A as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little Interference as possible with the use and enjoyment of Lot A by the Lot A Owner; and
  - (iii) if the exercise of such rights and easement to use the Easement Area on Lot A causes any damage to Lot A, forthwith, at its own expense, restore Lot A to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Area on Lot A;
- (b) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot A Owner arising out of any use by it of the Easement Area on Lot A;

2.07 Acknowledgement of Reciprocal Easement re Shared Building Systems. The Lot A Owner and the Lot B Owner acknowledge and agree that the Common Parkade Wall is one of the support structures for the Development, and as such form part of the Support Structures (as defined in the Reciprocal Easement re Shared Building Systems) for the purposes of the Reciprocal Easement re Shared Building Systems, and that the rights, liberties and easements granted in this Section 2.00 are intended to be in addition to and not in substitution or limitation of the rights, liberties and easements granted in the Reciprocal Easement re Shared Building Systems.

### 3.00 **Lot B Easement**

3.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through the Easement Area on Lot B in common with the Lot B Owner and its successors, as owner of Lot B, at all times and from time to time:

- (a) to enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon the Easement Area on Lot B to operate, use, Inspect, Construct, Maintain and Repair that portion of the Common Parkade Wall located on Lot B; and
- (b) Generally. To do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 3.01.

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

3.02 Benefit and Burden. The easement granted in Section 3.01 will be appurtenant to and for the benefit of Lot A and will charge and be a burden upon and run with Lot B.

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

The Lot B Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 3.05(a) hereof, interfere with the use of the Easement Area on Lot B as herein contemplated and the rights herein granted.

Subject to the provisions of Section 3.05, the Lot B Owner will not materially alter any portion of the Easement Area on Lot B, whether or not with respect to any other lands, without the prior written consent of the Lot A Owner, which consent will not be unreasonably withheld, conditioned or delayed.

3.04 Covenants – The Lot B Owner. The Lot B Owner hereby covenants and agrees with the Lot A Owner that:

- (a) except as specifically set forth herein, it will well and substantially Inspect, Maintain, Construct and Repair the Easement Area on Lot B and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot B Easement can be fully exercised as intended hereby;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Area on Lot B to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot B Owner and the Lot A Owner as a named insured under the policy;
  - (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
  - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
  - (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 3.04 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them

have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 3.04.

- 3.05 Reservations and Limitations. Notwithstanding the grant of the Lot B Easement, there is hereby reserved to the Lot B Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:
- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot A Owner of the Easement Area on Lot B if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Area on Lot B as may be required by the Lot B Owner or as the Lot B Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and that reasonable notice of the interruption is delivered to the Lot A Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot A Building will be sufficient notice of such interruption;
  - (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Area on Lot B as it may reasonably require or deem expedient;
  - (c) Limitations. The Lot A Owner and its Users in exercising the easement to use the Easement Area on Lot B granted pursuant to Section 3.01 shall:
    - (i) only use and access those portions of the Easement Area on Lot B for which it is reasonable for them to have access to easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
    - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.
- 3.06 Covenants. The Lot A Owner hereby covenants and agrees with the Lot B Owner, in respect of the Lot B Easement granted to it:
- (a) Minimize Interference with Lot B Owner. It will, in exercising its rights to use the Easement Area on Lot B:
    - (i) use only those portions of Easement Area on Lot B as may be reasonably required for the purposes of such easement;
    - (ii) use all reasonable efforts to cause as little Interference as possible with the use and enjoyment of Lot B by the Lot B Owner; and

- (iii) if the exercise of such rights and easement to use the Easement Area on Lot B causes any damage to Lot B, forthwith, at its own expense, restore Lot B to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Area on Lot B; and
  - (b) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot B Owner arising out of any use by it of the Easement Area on Lot B.
- 3.07 Acknowledgement of Reciprocal Easement re Shared Building Systems. The Lot A Owner and the Lot B Owner acknowledge and agree that the Common Parkade Wall is one of the support structures for the Development, and as such form part of the Support Structures (as defined in the Reciprocal Easement re Shared Building Systems) for the purposes of the Reciprocal Easement re Shared Building Systems, and that the rights, liberties and easements granted in this Section 3.00 are intended to be in addition to and not in substitution or limitation of the rights, liberties and easements granted in the Reciprocal Easement re Shared Building Systems.

#### 4.00 Indemnities

- 4.01 Indemnities. Each Owner (the “**Indemnitor**”) shall indemnify and save the other Owner (the “**Indemnitee**”) harmless against all loss, damages, costs and liabilities suffered by the Indemnitee, including fees of solicitors and other professional advisors arising out of:
- (a) any breach, violation or non-performance by the Indemnitor or its Users, as the case may be, of any covenant, term or condition contained in this Agreement on its part to be observed or performed; and
  - (b) any personal injury, death or property damage occurring in or about the Easement Area on Lot A and the Easement Area on Lot B and caused by the Indemnitor in carrying out or failing to carry out the activities or obligations of such party in the Easement Area on Lot A and the Easement Area on Lot B by virtue of this Agreement or otherwise including any matter or thing permitted or omitted by the Indemnitor, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities shall be paid by the Indemnitor to the Indemnitee upon the Indemnitee providing proof of loss suffered by it,

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

#### 5.00 Annual Estimated Lot A Easement Area Costs Budget

- 5.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot A Owner will prepare and deliver to the Lot B Owner the Annual Estimated Lot A Easement Area Costs Budget.

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

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

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

5.04 General

- (a) The Lot A Owner agrees to keep accurate accounting records of the Lot A Easement Area Costs, which records shall be available for inspection or audit at the year end by the Lot B Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot B Owner.
- (b) If the Lot B Owner disputes the actual Lot A Easement Area Costs as shown on the Annual Actual Lot A Easement Area Costs Statement then it shall so notify the Lot A Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 5.05 hereof. Failing such notice, the Lot B Owner will be deemed to have accepted such statement.
- (c) Upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the Owner of the Commercial Component shall be required to pay its Proportionate Share of the Annual Estimated Lot A Easement Area Costs Budget and shall otherwise be subject to the terms of this Section 5.00.

5.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 5.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 5.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 5.00, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 9.07 shall not be considered to have been modified by this Section 5.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 5.05(b), the matter will referred to binding arbitration pursuant to Section 9.05 hereof.

5.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot A Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot B Owner pursuant to this Agreement, the Lot B Owner, upon giving the Lot A Owner not less than seven (7) days’ notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

## 6.00 **Annual Estimated Lot B Easement Area Costs Budget**

6.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot B Owner will prepare and deliver to the Lot A Owner the Annual Estimated Lot B Easement Area Costs Budget.

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

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



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

- 6.03 Budget Reconciliation. As soon as reasonably possible after the end of the fiscal period for which the Annual Estimated Lot B Easement Area Costs Budget has been prepared and in any event within 90 days of such period ending, the Lot B Owner shall provide the Lot A Owner with a written statement (the “**Annual Actual Lot B Easement Area Costs Statement**”) certified correct by an officer of the Lot B Owner showing the particulars of the actual Lot B Easement Area Costs incurred by the Lot B Owner for the preceding fiscal period in reasonable detail, in order to permit the Lot A Owner to determine that the expenditures were reasonably incurred. The Annual Actual Lot B Easement Area Costs Statement shall also include those amounts already paid by way of monthly instalments by the Lot A Owner, as the case may be, and any money owing by or to the Lot B Owner shall be paid or credited within 30 days of receipt of the said statement. All adjustments shall be based on the reconciliation between the monthly instalments already paid and the Annual Actual Lot B Easement Area Costs Statement. Any adjusted amounts that are owing and remain unpaid for more than 30 days shall bear interest at the Prime Rate plus 5% calculated from the 31<sup>st</sup> day until paid, compounded monthly, not in advance.
- 6.04 General
- (a) The Lot B Owner agrees to keep accurate accounting records of the Lot B Easement Costs, which records shall be available for inspection or audit at the year end by the Lot A Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot A Owner.
  - (b) If the Lot A Owner disputes the actual Lot B Easement Area Costs as shown on the Annual Actual Lot B Easement Area Costs Statement then it shall so notify the Lot B Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 6.05 hereof. Failing such notice, the Lot A Owner will be deemed to have accepted such statement.
  - (c) Upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the Owner of the Commercial Component shall be required to pay its Proportionate Share of the Annual Estimated Lot B Easement Area Costs Budget and shall otherwise be subject to the terms of this Section 6.00.
- 6.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 6.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 6.05 as follows:
- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 6.05, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 9.07 shall not be considered to have been modified by this Section 6.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;

- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 6.05(b), the matter will referred to binding arbitration pursuant to Section 9.05 hereof.

6.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot B Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot A Owner pursuant to this Agreement, the Lot A Owner, upon giving the Lot B Owner not less than seven (7) days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

7.00 **Subdivision**

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

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

## 8.00 **Damage and Destruction**

### 8.01 Owner's obligation to rebuild if not Major Damage.

In the event that the Easement Area in an Owner's Parcel or any part thereof shall at any time be defective or damaged (the "**Damaged Improvements**") such that the Other Owner's easements granted herein are diminished in a material way or are likely to be diminished in a material way, but the Damaged Improvements have not suffered Major Damage, then after receipt from the Other Owner of a written notice to Construct and Repair pursuant to this Section 8.00 (which notice refers to and contains a copy of this Section 8.00), the Owner of the Damaged Improvements shall, within a reasonable period of time following notice thereof from the Other Owner, Construct, Repair and make the Damaged Improvements fit for the purpose of such easements.

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

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

Improvements is prevented from rebuilding or Repairing the Damaged Improvements because of the *Strata Property Act*, or requirements of the City, such Owner shall demolish and completely remove the Damaged Improvements and debris from its Parcel and restore its Parcel to a neat and safe condition in a good and workmanlike manner, provided that such Owner shall take reasonable measures to ensure that the improvements constructed on the other Parcel will continue to be functional and safe notwithstanding such demolition and removal.

8.03 Delay in Rebuilding or Repairing.

Subject to Sections 8.01 and 8.02 above, in the event that the Repair or rebuilding of Damaged Improvements is not undertaken forthwith and proceeded with diligently and expeditiously, then the Owner of the Damaged Improvements shall forthwith take such reasonable action as is necessary to leave the any easement areas situate within its Parcel and the Damaged Improvements in a condition which is neat and tidy and does not in any way create a nuisance or a safety hazard.

8.04 Failure to Rebuild or Repair.

If the Owner of any Damaged Improvements fails to fulfill its obligations as set out in Sections 8.01, 8.02, and 8.03, and it has not referred the matter for resolution pursuant to Section 9.05, the Other Owner, upon giving the Owner of the Damaged Improvements not less than 15 days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform the failed obligations and shall be entitled to be reimbursed as provided herein.

8.05 Costs and Expenses.

The cost and expense of any work conducted by the Owner of Damaged Improvements under Sections 8.01, 8.02, and 8.03 hereof shall be included within the Lot A Easement Area Costs or the Lot B Easement Area Costs, as the case may be, and shared by the Owners in relation to their Proportionate Share as determined under this Agreement, after taking into account any net insurance proceeds received in connection with such loss or damage and subject to the provisions of Section 5.00 hereof or Section 6.00 hereof, as the case may be.

9.00 **Miscellaneous**

9.01 Runs with the Lands

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

9.02 Cessation of Obligations

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

Owner will be freed, released and discharged from the observance and performance thereafter of the covenants on its part in respect of the lands and its part to be observed and performed.

9.03 Reasonableness

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

9.04 Rights of Owner Preserved

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

9.05 Arbitration

In the event of any dispute or disagreement arising out of this Agreement or the interpretation of any provision hereof or any failure to reach agreement on any matter herein including, without limitation, any cost sharing provision (other than a dispute with respect to determinations and allocations to be made under Section 5.00 which shall be resolved pursuant to Section 5.05 or a dispute with respect to determinations and allocations to be made under Section 6.00 which shall be resolved pursuant to Section 6.05), the parties hereto agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 9.05 is not intended to nor is to be construed as preventing the parties hereto, or any of them, from seeking injunctive relief from the courts. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia. The Owners participating in such arbitration shall share equally in the costs of referring the choice of an arbitrator to a Judge of the Supreme Court of British Columbia, and the costs of the arbitration. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules.

9.06 Waiver

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

9.07 Notice

(a) Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement will be in writing and will be delivered, telecopied or electronically

mailed or sent by postage prepaid mail and addressed, to the intended recipient. The time of receiving any such demand or notice will be deemed to be :

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

9.08 Governing Law

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

9.09 Further Assurances

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

9.10 Entire Agreement

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

9.11 Time Is Of Essence

Time will be of the essence of this Agreement.

9.12 Severability

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

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

**SCHEDULE A****ALLOCATION OF REPAIR AND MAINTENANCE OBLIGATIONS AND COSTS**

<b>Shared Use Areas and Systems</b>	<b>Owner Primarily Responsible for Repairs and Maintenance</b>	<b>Lot A Owner's Share of Costs</b>	<b>Lot B Owner's Share of Costs</b>
<b>Common Parkade Wall</b>	<b>Lot A Owner</b>	<b>Lot A Owner's Proportionate Share</b>	<b>Lot B Owner's Proportionate Share</b>

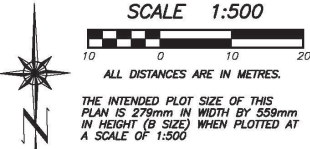
SCHEDULE B

EASEMENT AREA PLAN

**EXPLANATORY PLAN OF EASEMENT  
OVER PART OF LOTS A AND B,  
SECTION 22, BLOCK 5 NORTH,  
RANGE 2 WEST, N.W.D.,  
PLAN EPP79101**

PLAN EPP115037

PURSUANT TO SEC. 99 (1)(e) LAND TITLE ACT  
B.C.G.S. 92G.016



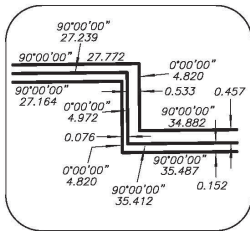
BOOK OF REFERENCE		
LOT	PLAN	AREA
A	EPP79101	27.1 m <sup>2</sup>
B	EPP79101	14.0 m <sup>2</sup>

THIS PLAN LIES WITHIN  
INTEGRATED SURVEY  
AREA No. 1 (SURREY)  
NAD 83 (CSRS)  
4.0.0.BC.1.MVRD

THIS PLAN SHOWS HORIZONTAL GROUND  
LEVEL DISTANCES UNLESS OTHERWISE  
SPECIFIED. TO COMPUTE GRID DISTANCES,  
MULTIPLY GROUND LEVEL DISTANCES BY  
THE AVERAGE COMBINED FACTOR OF  
0.99959115. THE AVERAGE COMBINED FACTOR  
HAS BEEN DETERMINED BASED ON  
GEODETIC CONTROL MONUMENTS 92H0889  
AND 92H0891

**LEGEND**

GRID BEARINGS ARE DERIVED FROM  
PLAN EPP79101 AND ARE REFERRED TO  
THE CENTRAL MERIDIAN OF UTM ZONE 10  
No. or # - DENOTES NUMBER

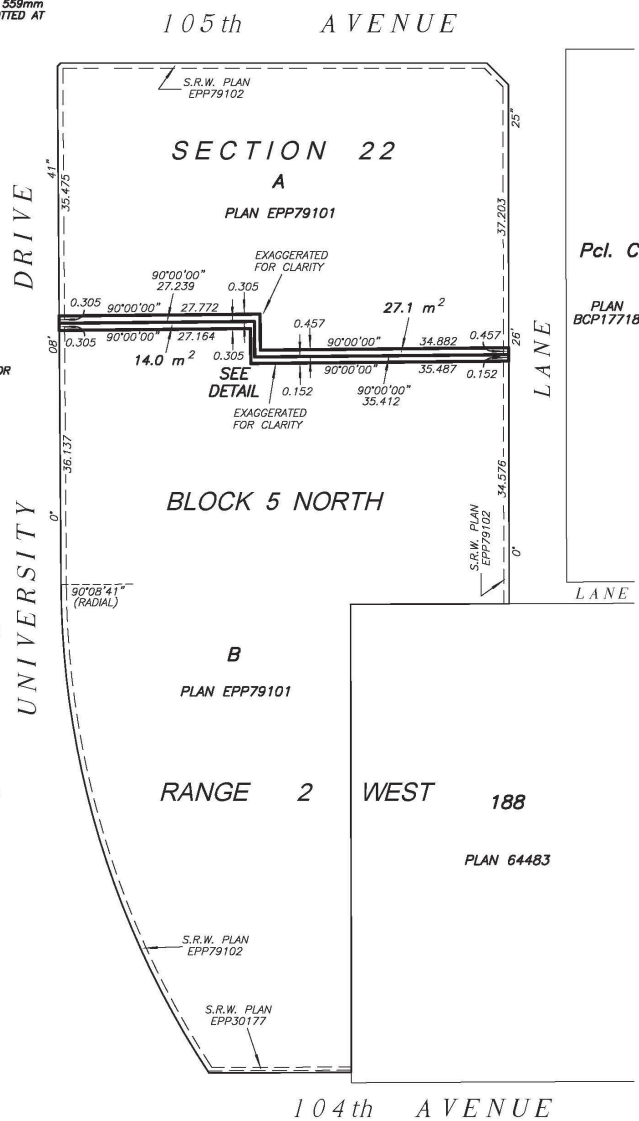


**DETAIL**  
NOT TO SCALE

THIS PLAN IS BASED ON THE FOLLOWING  
LAND TITLE AND SURVEY AUTHORITY OF  
B.C. RECORDS: PLAN EPP79101  
ROBERT ADRIANSEN, BCLS #972  
6th DAY OF JULY, 2023

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE: 604-582-0717

DRAWING # 30870-32 Revision #1  
FILE # EX30870-32\_R1  
DATE: JULY 6, 2023



THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT



**EXHIBIT "BB"**

**REGISTERED AUTO COURTYARD AND COMMERCIAL PLAZA EASEMENT**

[See Attached]



1. Application

Document Fees: \$156.34

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

UD Lands | Reciprocal Easement - Auto Courtyard

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 2.01</b>  <b>Dominant Lands: PID: 030-861-926 Lot B</b> <b>Section 22 Block 5 North Range 2 West New Westminister District Plan EPP79101</b>
<b>EASEMENT</b>		<b>Section 3.01</b>  <b>Dominant Lands: PID: 030-861-918 Lot A</b> <b>Section 22 Block 5 North Range 2 West New Westminister District Plan EPP79101</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
AS TO THE EASEMENT IN SECTION 2.01	
<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
AS TO THE EASEMENT IN SECTION 3.01	



7. Additional or Modified Terms

8. Execution(s)

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

Witnessing Officer Signature

\_\_\_\_\_

**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 #1100 - 838 WEST HASTINGS STREET  
 VANCOUVER BC V6C 0A6

TEL: 604.299.1363  
 Commission Expires: March 31, 2026

Execution Date

YYYY-MM-DD

**2023-07-11**

Transferor / Transferee / Party Signature(s)

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
 By their Authorized Signatory

\_\_\_\_\_

**Print Name: DALE BOSA**

**Officer Certification**

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

Witnessing Officer Signature

\_\_\_\_\_

**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 #1100 - 838 WEST HASTINGS STREET  
 VANCOUVER BC V6C 0A6

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**2023-07-11**

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**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
 By their Authorized Signatory

\_\_\_\_\_

**Print Name: DALE BOSA**

**Officer Certification**

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



**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-08-01  
21:23:14 -07:00

**TERMS OF INSTRUMENT – PART 2**

**RECIPROCAL EASEMENT**

**RE: AUTO COURTYARD AND COMMERCIAL PLAZA AREA**

THIS AGREEMENT dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

AMONG:

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

(in its capacity as the registered owner of Lot A, the “**Lot A Owner**”)

AND:

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

(in its capacity as the registered owner of Lot B, the “**Lot B Owner**”, and together with the Lot A Owner, the “**Owners**”, and each, an “**Owner**”)

WHEREAS:

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

Parcel Identifier: 030-861-918

Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot A**”);

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

Parcel Identifier: 030-861-926

Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot B**”);

- C. The Lot A Owner intends to construct the Lot A Building on Lot A, all as herein defined;
- D. The Lot B Owner intends to develop the Lot B Building on Lot B, all as herein defined;
- E. The Lot A Owner wishes to grant certain rights and easements to the Lot B Owner;
- F. The Lot B Owner wishes to grant certain rights and easements to the Lot A Owner; and

- G. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple.

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

## 1.00 Interpretation

### 1.01 Definitions

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

- (a) **“Agreement”** means this agreement, including its recitals and schedules, all as may be amended in writing from time to time;
- (b) **“Annual Actual Lot A Easement Areas Costs Statement”** has the meaning ascribed thereto in Section 5.03;
- (c) **“Annual Actual Lot B Easement Areas Costs Statement”** has the meaning ascribed thereto in Section 6.03;
- (d) **“Annual Estimated Lot A Easement Areas Costs Budget”** means the annual operating costs budget prepared by the Lot A Owner for the Easement Areas on Lot A and those areas for which it is primarily responsible as set forth in Schedule A;
- (e) **“Annual Estimated Lot B Easement Areas Costs Budget”** means the annual operating costs budget prepared by the Lot B Owner for the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A;
- (f) **“Auto Courtyard”** means the exterior auto courtyard located at grade-level between the Lot A Building and the Lot B Building, constructed substantially in the Remainder (except for a small portion of the Shared Large Loading Stall (in Auto Courtyard)) and containing a total of 12 parking stalls, as shown in the Auto Courtyard Sketch Plan;
- (g) **“Auto Courtyard Sketch Plan”** means the Sketch Plan prepared by Rob Adriaensen, B.C.L.S. of Bennett Land Surveying Ltd. identifying the location of parking stalls in the Auto Courtyard, a copy of which is attached hereto as Schedule B;
- (h) **“Buildings”** means the Lot A Building and the Lot B Building;
- (i) **“Car Share Stall”** means one (1) designated shared vehicle parking stall in the Auto Courtyard as more particularly identified on the Auto Courtyard Sketch Plan, which is reserved at all times for the parking of the Car Share Vehicle;

- (j) “**Car Share Vehicle**” means the shared co-operative vehicle owned and operated by a car share operator for the exclusive use by the members of the carsharing program including, without limitation, those residents of the Lot A Building and the Lot B Building who are part of the membership program for the project, and members of the general public;
- (k) “**Commercial Air Space Parcels**” means one or more air space parcels containing the Commercial Component, to be created upon the registration of an air space subdivision plan subdividing Lot B;
- (l) “**Commercial Component**” means approximately 2,300 square feet (213.677 square metres) of ground floor commercial/retail premises, together with common property, for potential retail, commercial and/or office use, which will be constructed on Lot B and registered in the Land Title Office as the Commercial Air Space Parcels;
- (m) “**Commercial Plaza Area**” means that portion of the exterior courtyard area of the Commercial Component which is available for access by the public from time to time and which includes, without limitation, the Public Art Feature;
- (n) “**Construct**” means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, repair, remove or renew and all activities or other work incidental or related thereto and “**Constructing**”, “**Construction**” and “**Constructed**” have a corresponding meaning;
- (o) “**Damaged Improvements**” has the meaning ascribed thereto in Section 8.01;
- (p) “**Easement Area**” means, in respect of any Parcel, areas used for or in respect of any easements and rights on such Parcel granted by the Owner of such Parcel in favour of the Other Owner, and “**Easement Areas**” means all such areas, as the context requires;
- (q) “**Easement Stalls on Lot B**” means, collectively, the Shared Visitor/ Short-Term Loading Stalls, the Shared Visitor Accessible Stall, the Shared Visitor Stall, the Car Share Stall, and that portion of the Shared Large Loading Stall located on Lot B;
- (r) “**Easement Stall on Lot A**” means that portion of the Shared Large Loading Stall located on Lot A;
- (s) “**Inspect**” means to inspect, test or examine any Parcel from time to time for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent to such Parcel, or for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in the loss of access or egress or support to or use of such other Parcel, and “**Inspect**”, “**Inspected**” and “**Inspecting**” have corresponding meanings;
- (t) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended and replaced from time to time;

- (u) **“Land Title Office”** means the New Westminster Land Title Office;
- (v) **“Lands”** means, together, Lot A and Lot B;
- (w) **“Lot A”** means those certain lands situate in the City of Surrey upon which the Lot A Building will be constructed and legally described in Recital A;
- (x) **“Lot A Building”** means the 28 storey residential concrete highrise building with ground floor townhouses containing 322 residential strata lots and common property, all to be constructed on Lot A;
- (y) **“Lot A Easement”** means the easement granted by the Lot A Owner to the Lot B Owner to use the Easement Areas on Lot A pursuant to Section 2.01 hereof;
- (z) **“Lot A Easement Areas Costs”** means the aggregate, without duplication, of all costs incurred by the Lot A Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Areas on Lot A and those areas for which it is primarily responsible as set forth in Schedule A;
- (aa) **“Lot A Owner”** means the registered owner from time to time of Lot A and any Parcel into which Lot A is subdivided, and its successors and assigns and includes, where the context requires, the Lot A Strata Corporation or the owner of the Lot A Strata Lots;
- (bb) **“Lot B”** means those certain lands situate in the City of Surrey upon which the Lot B Building will be constructed and legally described in Recital B;
- (cc) **“Lot B Building”** means the 38 storey concrete highrise building with ground floor townhouses containing 431 residential strata lots and common property, and the Commercial Component, all of which may be constructed on Lot B;
- (dd) **“Lot B Easement”** means the easement granted by the Lot B Owner to the Lot A Owner to use the Easement Areas on Lot B pursuant to Section 3.01 hereof;
- (ee) **“Lot B Easement Areas Costs”** means the aggregate, without duplication, of all costs incurred by the Lot B Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A;
- (ff) **“Lot B Owner”** means the registered owner from time to time of Lot B and any Parcel into which Lot B is subdivided, and its successors and assigns and includes, where the context requires, the Lot B Strata Corporation or the owner of the Lot B Strata Lots;
- (gg) **“Maintain”** means to keep in a good and proper state of repair, normal wear and tear excepted, and in a clean and safe condition including, without limiting the generality of the foregoing, cleaning, pressure washing, painting and resurfacing,



as would a prudent owner from time to time, and “**Maintenance**”, “**Maintained**” and “**Maintaining**” have corresponding meanings;

- (hh) “**Major Damage**” in respect of a Parcel occurs when:
- (i) the Damaged Improvements on such Parcel are damaged or destroyed to the extent that the benefit and use of the easements granted herein to the Other Owner are diminished or are likely to be diminished in a material way and based on the opinion of a certified professional chosen by the Owner of the Parcel containing the Damaged Improvements, such damage or destruction cannot reasonably be Repaired or renewed within 90 days after the date such damage or destruction occurred;
  - (ii) the Damaged Improvements on such Parcel are condemned; or
  - (iii) the insurers for the Owner of the Parcel containing the Damaged Improvements, pursuant to policies of insurance maintained in accordance with this Agreement, elect to treat the Damaged Improvements as a total loss,
- provided that the determination of the extent of damage or destruction as provided in this Agreement shall be made by a certified professional chosen by the Lot A Owner;
- (ii) “**Other Owner**” means, vis à vis any Owner, as an owner of a Parcel, the Owner of the Other Parcel;
- (jj) “**Other Parcel**” means, vis à vis any Parcel, the other Parcel;
- (kk) “**Parcel**” means individually Lot A, Lot B and any Strata Lot or any parcel into which any of the foregoing are subdivided into, and “**Parcels**” means two or more of them as them as the context requires;
- (ll) “**Pedestrian Access Routes**” means those exterior parts and features of a Parcel (including, without limitation, all walkways, sidewalks and plazas) which are designed, constructed, suitable and/or intended for use for pedestrian access to, from, through and/or between Easement Areas and adjacent streets, lanes, sidewalks and/or other public areas, and, for greater certainty:
- (i) upon the subdivision of a Parcel by the deposit of a Strata Plan, the Pedestrian Access Routes within such Parcel are automatically restricted to those areas which are not part of a strata lot or limited common property for the use of one strata lot as shown on the original Strata Plan; and
  - (ii) references to “pedestrian” herein shall be deemed to include a person with a physical disability who requires and uses a wheelchair, a scooter or a similar vehicle, device or mode of conveyance to assist with their mobility;
- (mm) “**Prime Rate**” means the annual rate of interest announced from time to time by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, or such

other bank as selected by the Lot B Owner from time to time, as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada;

(nn) **“Proportionate Share”** means in respect of the Lot A Strata Corporation and the Lot B Strata Corporation, the contribution required to be made by them pursuant to Section 5.00 towards payment of the Lot A Easement Areas Costs and pursuant to Section 6.00 towards payment of the Lot B Easement Areas Costs which, in each case, will be the percentage of such costs derived from the following ratios:

(A) For Lot A Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan); and

(B) For the Lot B Strata Corporation

Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan),

provided that upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the respective Proportionate Share for each of the Lot A Strata Corporation, the Lot B Strata Corporation and the Owner of the Commercial Component shall be derived from the following ratios:

(C) For Lot A Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component ); and

(D) For the Lot B Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component); and

(E) For the Owner of the Commercial Component:

Area in Square Metres of the Commercial Component ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component);

(oo) **“Public Art Feature”** means the structural art installation installed in the Commercial Plaza Area, for the benefit of the owners, occupants, guests and

invitees of Lot A and Lot B as well as the general public, in accordance with requirements of the City;

- (pp) **“Repair”** means:
- (i) to remedy any defect and to repair any damage to any part of a Parcel; or
  - (ii) to take any action reasonably necessary to remedy any failure of a Parcel owner to provide another Parcel owner’s easements and rights, as granted hereunder,
- and **“Repaired”** and **“Repairing”** have corresponding meanings;
- (qq) **“Shared Large Loading Stall”** means one (1) designated parking stall in the Auto Courtyard reserved at all times for shared use by the owners, occupants, tenants and guests of Lot A and Lot B (including the Commercial Component), as more particularly identified on the Auto Courtyard Sketch Plan;
- (rr) **“Shared Visitor Accessible Stall”** means one (1) designated parking stall in the Auto Courtyard reserved at all times for the use by guests of the Lot A and Lot B (but excluding the Commercial Component) who display a valid parking permit for people with disabilities, as more particularly identified on the Auto Courtyard Sketch Plan;
- (ss) **“Shared Visitor/Short-Term Loading Stalls”** means, collectively, the three (3) designated parking stalls in the Auto Courtyard, reserved at all times for shared use by the owners, occupants, tenants and guests of Lot A and Lot B (including the Commercial Component), as more particularly identified on the Auto Courtyard Sketch Plan;
- (tt) **“Shared Visitor Stall”** means one (1) designated parking stall in the Auto Courtyard reserved at all times for exclusive use by the guests of Lot A and Lot B (but excluding the Commercial Component), as more particularly identified on the Auto Courtyard Sketch Plan;
- (uu) **“Strata Corporation”** means the strata corporation created with respect to Lot A or Lot B, as the case may be, by deposit of the Strata Plan;
- (vv) **“Strata Lot Owners”** means, from time to time, the registered owners of Strata Lots and **“Strata Lot Owner”** means any one of them;
- (ww) **“Strata Lots”** means the strata lots created upon deposit of the Strata Plan which subdivides Lot A or Lot B into Strata Lots and common property in accordance with the provisions of the *Strata Property Act* and **“Strata Lot”** means any one of such Strata Lots;
- (xx) **“Strata Plan”** means the strata plan subdividing Lot A or Lot B, as the case may be, into Strata Lots and common property in accordance with the provisions of the *Strata Property Act*;

- (yy) “**Strata Property Act**” means the *Strata Property Act*, S.B.C. 1998, c. 43 and amendments thereto and re-enactments thereof;
- (zz) “**Users**” means the owners, tenants and occupants including, without limitation, any strata unit owners, from time to time of all or any part of a Parcel and their respective employees, servants, workers, agents, officers, contractors, consultants, licensees and invitees whether their authorization to access is implied or expressed unless any of such employees, servants, agents, officers, contractors, licensees or invitees are expressly not authorized; and
- (aaa) “**Vehicular Access Routes**” means those parts and features of a Parcel, if and as applicable, designed, constructed, suitable and/or intended for use as vehicle ramps, circulation lanes and manoeuvring areas for the movement of motor vehicles and bicycles to, from, through and/or between the Easement Areas and adjacent streets and lanes.

#### 1.02 Interpretation

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

#### 1.03 Headings

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

#### 1.04 Reference to Enactments

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

#### 1.05 Schedules

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

Schedule A – Allocation of Repair and Maintenance Obligations and Costs

Schedule B – Sketch Plan of Auto Courtyard

### 2.00 **Lot A Easement**

2.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot A Owner hereby grants to the Lot B Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot A in common with the Lot A Owner and its successors, as owner of Lot A, at all times and from time to time:

- (a) to enter, exit, go, remain in, pass and re-pass, at any time, with or without vehicles, in, over, through and upon those parts of the Auto Courtyard located on Lot A, and

any Pedestrian Access Routes and Vehicular Access Routes within Lot A, as may be reasonably necessary to have access to and egress from the Easement Stall on Lot A;

- (b) to park motor vehicles in that portion of the Shared Large Loading Stall located on Lot A for the purposes of loading and unloading;
- (c) to enter, exit, go, remain in, pass and re-pass, at any time, on foot or by wheelchair or other similar aids and means of conveyance, in, over, through and upon those parts of Lot A as may be reasonably necessary to access and use the Pedestrian Access Routes and Vehicular Access Routes situate within Lot A for their intended purpose;
- (d) upon notice to the Lot A Owner under Section 5.06 (except in the case of emergency when no notice will be required), Inspect, operate, Maintain and Repair any portions of the Easement Areas on Lot A (including, without limitation, the Easement Stall on Lot A, the Pedestrian Access Routes and Vehicular Access Routes) that are designated for the use of or are used for the benefit of Lot B;
- (e) in connection with the exercise of its rights under subsection (iii) above, place, leave and/or store within Lot A, at the risk and responsibility of Lot B, and for as short a time as reasonably possible, in such locations within Lot A as may be reasonably determined by the Lot B Owner, at reasonable times and upon reasonable notice to the Lot A Owner (except in the case of emergency when no notice will be required), such supplies, materials, tools and/or equipment as may be reasonably required for carrying out within or from Lot A any Construction and/or Maintenance and Repair work required or permitted under this Agreement, provided that upon completion of any such Construction or Maintenance and Repair work, the Lot B Owner will remove from Lot A all such supplies, materials, tools and/or equipment and leave those portions of Lot A used for such purposes in the same condition as they were in prior such use being made thereof; and
- (f) to do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 2.01.

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

- 2.02 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot B Owner and its Users shall not have access to any part of Lot A except for those areas as are reasonably intended to be used for the uses for which the Lot A Easement is intended and those parts and features of Lot A which are designed, constructed, suitable and/or intended for use for pedestrian and vehicular access to and egress from the Easement Areas on Lot A.
- 2.03 Benefit and Burden. The easement granted in Section 2.01 will be appurtenant to and for the benefit of Lot B and will charge and be a burden upon and run with Lot A.
- 2.04 Rules and Regulations. The Lot A Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which Lot A may be accessed

or used or enjoyed by the Lot B Owner, may amend and rescind the same from time to time and may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security, enjoyment, access, safety, cleanliness, management, maintenance, health, safety and operation of the Easement Areas on Lot A, and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot A Owner as well as to the Lot B Owner. Notwithstanding the foregoing, any and all rules and regulations in respect of the entirety of the Shared Large Loading Stall will be made by the Lot B Owner pursuant to Section 3.04.

The Lot B Owner covenants and agrees with the Lot A Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 2.04.

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

The Lot A Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 2.07(a) hereof, interfere with the use of the Easement Areas on Lot A as herein contemplated and the rights herein granted.

Subject to the provisions of Section 2.07, the Lot A Owner will not materially alter any portion of the Easement Areas on Lot A, whether or not with respect to any other lands, without the prior written consent of the Lot B Owner, which consent will not be unreasonably withheld, conditioned or delayed.

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

- (a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement Areas on Lot A and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot A Easement can be fully exercised as intended hereby;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Areas on Lot A to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot A Owner and the Lot B Owner as a named insured under the policy;

- (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
- (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
- (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 2.06 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 2.06.

2.07 Reservations and Limitations. Notwithstanding the grant of the Lot A Easement, there is hereby reserved to the Lot A Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot B Owner of the Easement Areas on Lot A if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Areas on Lot A as may be required by the Lot A Owner or as the Lot A Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible, and that reasonable notice of the interruption is delivered to the Lot B Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot B Building will be sufficient notice of such interruption;
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Areas on Lot A as it may reasonably require or deem expedient;
- (c) Limitations. The Lot B Owner and its Users in exercising the easement to use the Easement Areas on Lot A granted pursuant to Section 2.01 shall:
  - (i) only use and access those portions of Lot A for which it is reasonable for them to have access to and the use of and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

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

- (a) Minimize Interference with Lot A Owner. It will, in exercising its rights to use the Easement Areas on Lot A:
  - (i) use only those portions of Lot A as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little interference as possible with the use and enjoyment of Lot A by the Lot A Owner; and
  - (iii) if the exercise of such rights and easement to use the Easement Areas on Lot A causes any damage to Lot A, forthwith, at its own expense, restore Lot A to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Areas on Lot A;
- (b) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot A Owner arising out of any use by it of the Easement Areas on Lot A; and
- (c) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot A Owner from time to time pursuant to Section 2.04 hereof in connection with the use of the Easement Areas on Lot A.

### 3.00 **Lot B Easement**

3.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot B in common with the Lot B Owner and its successors, as owner of Lot B, at all times and from time to time:

- (a) to enter, exit, go, remain in, pass and re-pass, at any time, with or without vehicles, in, over, through and upon those parts of the Auto Courtyard located on Lot B, and any Pedestrian Access Routes and Vehicular Access Routes within Lot B, as may be reasonably necessary to have access to and egress from the Easement Stalls on Lot B;
- (b) to access, use and park the Car Share Vehicle in the Car Share Stall;
- (c) to park motor vehicles in the Shared Large Loading Stall for the purposes of loading and unloading;
- (d) to park motor vehicles in Shared Visitor/Short-Term Loading Stalls for the purposes of short-term loading and unloading or visitor parking;
- (e) to park motor vehicles in Shared Visitor Stall for the purposes of visitor parking by guests to Lot A;



- (f) to park motor vehicles in Shared Visitor Accessible Stall for the purposes of visitor parking by guests to Lot A who display a valid parking permit for people with disabilities;
- (g) to enter, exit, go, remain in, pass and re-pass, at any time, on foot or by wheelchair or other similar aids and means of conveyance, in, over, through and upon those parts of Lot B (including the Commercial Plaza Area), as may be reasonably necessary to access the Public Art Feature;
- (h) to enter, exit, go, remain in, pass and re-pass, at any time, on foot or by wheelchair or other similar aids and means of conveyance, in, over, through and upon those parts of Lot B as may be reasonably necessary to access and use the Pedestrian Access Routes and Vehicular Access Routes situate within Lot B for their intended purpose;
- (i) upon notice to the Lot B Owner under Section 6.06 (except in the case of emergency when no notice will be required), Inspect, operate, Maintain and Repair any portions of the Easement Areas on Lot B (including, without limitation, the Easement Stalls on Lot B, the Public Art Feature, the Pedestrian Access Routes and the Vehicular Access Routes) that are designated for the use of or are used for the benefit of Lot A;
- (j) in connection with the exercise of its rights under subsection (iii) above, place, leave and/or store within Lot B, at the risk and responsibility of Lot A, and for as short a time as reasonably possible, in such locations within Lot B as may be reasonably determined by the Lot A Owner, at reasonable times and upon reasonable notice to the Lot B Owner (except in the case of emergency when no notice will be required), such supplies, materials, tools and/or equipment as may be reasonably required for carrying out within or from Lot B any Construction and/or Maintenance and Repair work required or permitted under this Agreement, provided that upon completion of any such Construction or Maintenance and Repair work, the Lot A Owner will remove from Lot B all such supplies, materials, tools and/or equipment and leave those portions of Lot B used for such purposes in the same condition as they were in prior such use being made thereof; and
- (k) to do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 3.01.

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

- 3.02 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot A Owner and its Users shall not have access to any part of Lot B except for those areas as are reasonably intended to be used for the uses for which the Lot B Easement is intended and those parts and features of Lot B which are designed, constructed, suitable and/or intended for use for pedestrian and vehicular (in respect of the Auto Courtyard and Vehicular Access Routes only) access to and egress from such areas.
- 3.03 Benefit and Burden. The easement granted in Section 3.01 will be appurtenant to and for the benefit of Lot A and will charge and be a burden upon and run with Lot B.

- 3.04 Rules and Regulations. The Lot B Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which Lot B may be accessed or used or enjoyed by the Lot A Owner, may amend and rescind the same from time to time and may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security, enjoyment, access, safety, cleanliness, management maintenance, health safety and operation of the Easement Areas on Lot B, and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot B Owner as well as to the Lot A Owner. For greater certainty, the Lot B Owner may make rules and regulations in respect to the entirety of the Shared Large Loading Stall, notwithstanding that a portion thereof is located on Lot A.

The Lot A Owner covenants and agrees with the Lot B Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 3.04.

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

The Lot B Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 3.07(a) hereof, interfere with the use of the Easement Areas on Lot B as herein contemplated and the rights herein granted.

Subject to the provisions of Section 3.07, the Lot B Owner will not materially alter any portion of the Easement Areas on Lot B, whether or not with respect to any other lands, without the prior written consent of the Lot A Owner, which consent will not be unreasonably withheld, conditioned or delayed.

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

- (a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot A Easement can be fully exercised as intended hereby;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Areas on Lot B to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot B Owner and the Lot A Owner as a named insured under the policy;

- (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
- (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
- (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 3.06 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 3.06.

3.07 Reservations and Limitations. Notwithstanding the grant of the Lot B Easement, there is hereby reserved to the Lot B Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot A Owner of the Easement Areas on Lot B if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Areas on Lot B as may be required by the Lot B Owner or as the Lot B Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and that reasonable notice of the interruption is delivered to the Lot A Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot A Building will be sufficient notice of such interruption;
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Areas on Lot B as it may reasonably require or deem expedient;
- (c) Limitations. The Lot A Owner and its Users in exercising the easement to use the Easement Areas on Lot B granted pursuant to Section 3.01 shall:
  - (i) only use and access those portions of the Easement Areas on Lot B for which it is reasonable for them to have access to and the use of and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

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

- (d) Minimize Interference with Lot B Owner. It will, in exercising its rights to use the Easement Areas on Lot B:
  - (i) use only those portions of Lot B as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little interference as possible with the use and enjoyment of Lot B by the Lot B Owner; and
  - (iii) if the exercise of such rights and easement to use the Easement Areas on Lot B causes any damage to Lot B, forthwith, at its own expense, restore Lot B to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Areas on Lot B;
- (e) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot B Owner arising out of any use by it of the Easement Areas on Lot B; and
- (f) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot B Owner from time to time pursuant to Section 3.04 hereof in connection with the use of the Easement Areas on Lot B, including the Shared Large Loading Stall (notwithstanding that portion thereof is located on Lot A).

#### 4.00 **Indemnities**

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

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

except for any indirect, special or consequential damages or loss of profits and except to the extent such personal injury or death, property damage, or other loss or damage is caused by

the act or omission, including negligent acts or omissions or willful misconduct, of the Indemnitee, its Users or any other person for whose conduct the Indemnitee is responsible.

## 5.00 Annual Estimated Lot A Easement Areas Costs Budget

5.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot A Owner will prepare and deliver to the Lot B Owner the Annual Estimated Lot A Easement Areas Costs Budget.

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

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

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

### 5.04 General

(a) The Lot A Owner agrees to keep accurate accounting records of the Lot A Easement Areas Costs, which records shall be available for inspection or audit at the year end by the Lot B Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot B Owner.

(b) If the Lot B Owner disputes the actual Lot A Easement Areas Costs as shown on the Annual Actual Lot A Easement Areas Costs Statement then it shall so notify the

Lot A Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 5.05 hereof. Failing such notice, the Lot B Owner will be deemed to have accepted such statement.

- (c) Upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the Owner of the Commercial Component shall be required to pay its Proportionate Share of the Annual Estimated Lot A Easement Areas Costs Budget and shall otherwise be subject to the terms of this Section 5.00

5.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 5.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 5.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 5.00, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 9.07 shall not be considered to have been modified by this Section 5.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 5.05(b), the matter will referred to binding arbitration pursuant to Section 9.05 hereof.

5.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot A Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot B Owner pursuant to this Agreement, the Lot B Owner, upon giving the Lot A Owner not less than seven (7) days’ notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

## 6.00 **Annual Estimated Lot B Easement Areas Costs Budget**

6.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot B Owner will prepare and deliver to the Lot A Owner the Annual Estimated Lot B Easement Areas Costs Budget.

6.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use Easement Areas on Lot B, the Lot A Owner covenants and agrees with the Lot B Owner to promptly and punctually pay to the Lot B Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot B Easement Areas Costs Budget on the

first day of each and every month during the fiscal period covered by such budget. If the Lot B Owner requires same, the Lot A Owner shall provide the Lot B Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.

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

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

6.04 General

(a) The Lot B Owner agrees to keep accurate accounting records of the Lot B Easement Costs, which records shall be available for inspection or audit at the year end by the Lot A Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot A Owner.

(b) If the Lot A Owner disputes the actual Lot B Easement Areas Costs as shown on the Annual Actual Lot B Easement Areas Costs Statement then it shall so notify the Lot B Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 6.05 hereof. Failing such notice, the Lot A Owner will be deemed to have accepted such statement.

(c) Upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the Owner of the Commercial Component shall be required to pay its Proportionate Share of the Annual Estimated Lot B Easement Areas Costs Budget and shall otherwise be subject to the terms of this Section 6.00

6.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 6.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 6.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 6.05, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 9.07 shall not be considered to have been modified by this Section 6.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 6.05(b), the matter will referred to binding arbitration pursuant to Section 9.05 hereof.

6.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot B Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot A Owner pursuant to this Agreement, the Lot A Owner, upon giving the Lot B Owner not less than seven (7) days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

7.00 **Subdivision**

- 7.01 Subject to Section 7.02, if any Parcel is subdivided, including by way of Strata Plan, then the rights, covenants, easements and charges granted hereunder will continue to run with and bind each Subdivided Lot of which any part of any Easement Area or charged property forms a part.
- 7.02 Upon subdivision of a Parcel by a Strata Plan:
  - (a) the Strata Corporation so created shall:
    - (i) perform and observe the parent Owner's covenants herein at the expense of the Strata Corporation and of the Strata Lot owners;
    - (ii) in respect of Lot A, perform and observe the Lot A Owner's covenants and obligations pursuant to the provisions of this Agreement;
    - (iii) in respect of Lot B, perform and observe the Lot B Owner's covenants and obligations pursuant to this Agreement;
    - (iv) enter into an assumption agreement with the other Owner in a form satisfactory to the other Owner, to assume all of the ongoing obligations hereunder and benefit from all of the rights as provided herein;



- (v) take into consideration the content of this Agreement when creating, amending or rescinding the bylaws, rules and regulations of the Strata Corporation applicable to Strata Lot owners, and shall cause the Strata Lot owners to comply with the obligations, restrictions and limitations as provided herein;
  - (vi) be responsible for any breach arising from any action or omission of any and all of the Strata Lot owners of the obligations, restrictions and limitations as provided herein; and
  - (vii) be entitled to give all permissions and consents permitted to be given by the Strata Lot owners; and
- (b) the liability of each Strata Lot owner to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, shall be in proportion to the unit entitlement of his, her or its Strata Lot as established in accordance with the *Strata Property Act*.

7.03 Notwithstanding anything to the contrary provided in this Agreement, in the event of a subdivision of Lot B or Lot A, or any of them by the deposit in the Land Title Office of a Strata Plan in accordance with the *Strata Property Act*, the easements herein granted shall be accepted on behalf of the Strata Lot owners by the Strata Corporation created thereby and shall be administered, enforced, modified, or released by the Strata Corporation only and, in particular, without limiting the generality of the foregoing, the Strata Corporation shall make all payments required to be made hereunder and shall receive all payments to be paid hereunder and in respect of any Inspections, Repairs, Maintenance and replacements required hereunder and for obtaining the insurance policies required hereunder. The Strata Lot owners shall not attempt to carry out any of the Inspections, Repairs, Maintenance or replacements contemplated hereunder or to enforce or in any way interfere with the administration by the Strata Corporation created upon the filing of a Strata Plan with respect to Lot A or Lot B, as the case may be, of the easements herein granted for the benefit of Lot B or Lot A, respectively.

## 8.00 **Damage and Destruction**

### 8.01 Owner's obligation to rebuild if not Major Damage.

In the event that the Easement Area in an Owner's Parcel or any part thereof shall at any time be defective or damaged (the "**Damaged Improvements**") such that the Other Owner's easements granted herein are diminished in a material way or are likely to be diminished in a material way, but the Damaged Improvements have not suffered Major Damage, then after receipt from the Other Owner of a written notice to Construct and Repair pursuant to this Section 8.00 (which notice refers to and contains a copy of this Section 8.00), the Owner of the Damaged Improvements shall, within a reasonable period of time following notice thereof from the Other Owner, Construct, Repair and make the Damaged Improvements fit for the purpose of such easements.

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

In the event that the Damaged Improvements in a Parcel are destroyed or damaged to such extent that Major Damage has occurred, the Owner of the Damaged Improvements shall rebuild or Repair the Damaged Improvements, subject to the receipt of insurance proceeds, or should insurance proceeds be insufficient, the agreement of the respective owners to contribute sufficient funds to complete the restoration and subject to the *Strata Property Act* to the extent applicable, and any requirements of the City. If the Owner of the Damaged Improvements is prevented from rebuilding or Repairing the Damaged Improvements because of the *Strata Property Act*, or requirements of the City, such Owner shall demolish and completely remove the Damaged Improvements and debris from its Parcel and restore its Parcel to a neat and safe condition in a good and workmanlike manner, provided that such Owner shall take reasonable measures to ensure that the improvements constructed on the other Parcel will continue to be functional and safe notwithstanding such demolition and removal.

8.03 Delay in Rebuilding or Repairing.

Subject to Sections 8.01 and 8.02 above, in the event that the Repair or rebuilding of Damaged Improvements is not undertaken forthwith and proceeded with diligently and expeditiously, then the Owner of the Damaged Improvements shall forthwith take such reasonable action as is necessary to leave the any easement areas situate within its Parcel and the Damaged Improvements in a condition which is neat and tidy and does not in any way create a nuisance or a safety hazard.

8.04 Failure to Rebuild or Repair.

If the Owner of any Damaged Improvements fails to fulfill its obligations as set out in Sections 8.01, 8.02, and 8.03, and it has not referred the matter for resolution pursuant to Section 9.05, the Other Owner, upon giving the Owner of the Damaged Improvements not less than 15 days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform the failed obligations and shall be entitled to be reimbursed as provided herein.

8.05 Costs and Expenses.

The cost and expense of any work conducted by the Owner of Damaged Improvements under Sections 8.01, 8.02, and 8.03 hereof shall be included within the Lot A Easement Areas Costs or the Lot B Easement Areas Costs, as the case may be, and shared by the Owners in relation to their Proportionate Share as determined under this Agreement, after taking into account any net insurance proceeds received in connection with such loss or damage and subject to the provisions of Section 5.00 hereof or Section 6.00 hereof, as the case may be.

9.00 **Miscellaneous**

9.01 Runs with the Lands

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

9.02 Cessation of Obligations

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

9.03 Reasonableness

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

9.04 Rights of Owner Preserved

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

9.05 Arbitration

In the event of any dispute or disagreement arising out of this Agreement or the interpretation of any provision hereof or any failure to reach agreement on any matter herein including, without limitation, any cost sharing provision (other than a dispute with respect to determinations and allocations to be made under Section 5.00 which shall be resolved pursuant to Section 5.05 or a dispute with respect to determinations and allocations to be made under Section 6.00 which shall be resolved pursuant to Section 6.05), the parties hereto agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 9.05 is not intended to nor is to be construed as preventing the parties hereto, or any of them, from seeking injunctive relief from the courts. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia. The Owners participating in such arbitration shall share equally in the costs of referring the choice of an arbitrator to a Judge of the Supreme Court of British Columbia, and the costs of the arbitration. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules.

9.06 Waiver

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

9.07 Notice

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

9.08 Governing Law

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

9.09 Further Assurances

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

9.10 Entire Agreement

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

9.11 Time Is Of Essence

Time will be of the essence of this Agreement.

9.12 Severability

Should any portion of this Agreement be declared or held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, then such portion will be deemed to have been severed from this Agreement and the invalidity or unenforceability thereof will

not affect or render unenforceable or invalid any other provisions of this Agreement, and the rest of this Agreement shall remain in force unamended.

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

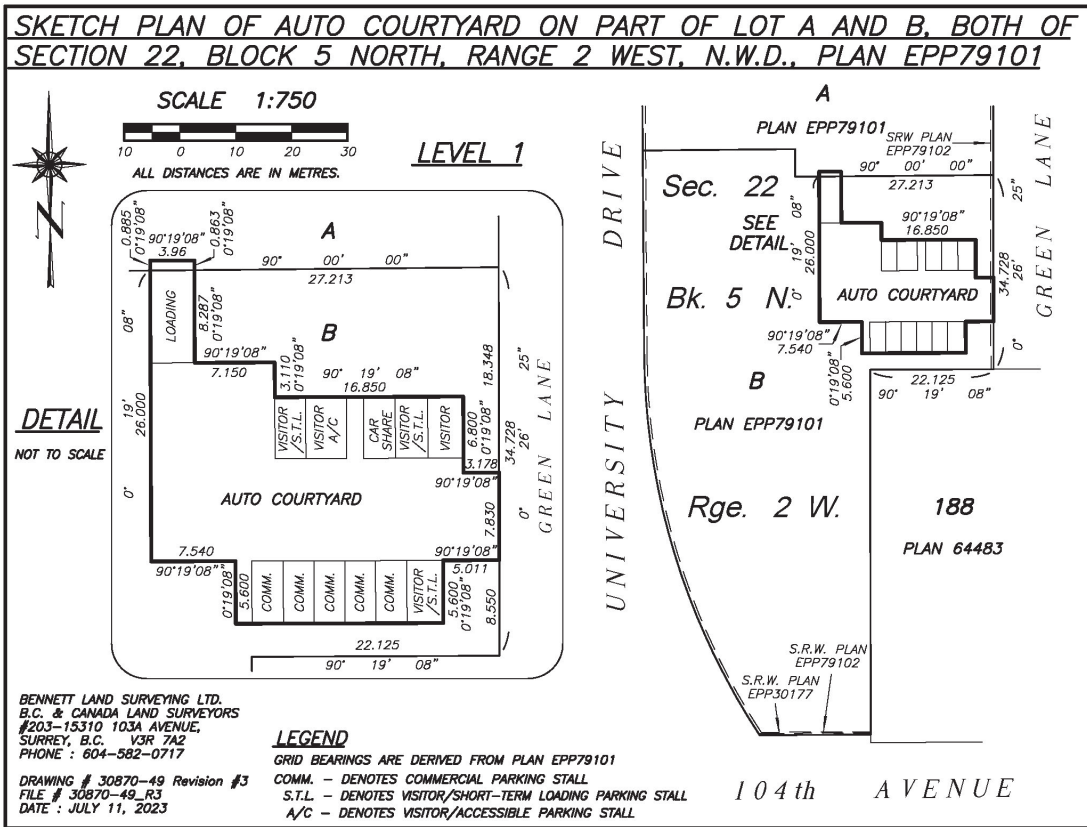
**SCHEDULE A**

**ALLOCATION OF REPAIR AND MAINTENANCE OBLIGATIONS AND COSTS**

<b>Shared Use Areas and Systems</b>	<b>Owner Primarily Responsible for Repairs and Maintenance</b>	<b>Lot A Owner's Share of Costs</b>	<b>Lot B Owner's Share of Costs</b>
<b>Auto Courtyard (including all parking stalls located therein)</b>	<b>Lot B Owner</b>	<b>Lot A Owner's Proportionate Share</b>	<b>Lot B Owner's Proportionate Share</b>
<b>Commercial Plaza Area (including the Public Art Feature therein)</b>	<b>Lot B Owner</b>	<b>Lot A Owner's Proportionate Share</b>	<b>Lot B Owner's Proportionate Share</b>

SCHEDULE B

SKETCH PLAN OF AUTO COURTYARD



**EXHIBIT "CC"**

**REGISTERED NORTH TOWER BIKE PAVILION/  
AUTOMATED PARCEL LOCKERS/CONCIERGE AND SECURITY DESK EASEMENT**

[See Attached]





1. Application

Document Fees: \$156.34

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

UD Lands | Reciprocal Easement re: North Tower Pavilion, Automated Parcel Lockers and Concierge/Security Desk

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101 EXCEPT AIR SPACE PLAN EPP115038</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 2.01</b>  <b>Dominant Lands: PID: 030-861-926 Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101 Except Air Space Plan EPP115038</b>
<b>EASEMENT</b>		<b>Section 3.01</b>  <b>Dominant Lands: PID: 030-861-918 Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101</b>

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328, AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101**

6. Transferee(s)

**BLUESKY PROPERTIES (UD LANDS) INC.**  
 1201 - 838 WEST HASTINGS STREET  
 VANCOUVER BC V6C 0A6

BC0914328

AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
  
**2023-07-24**

**BLUESKY PROPERTIES (UD LANDS) INC.**  
As Registered Owner of Lot A Plan EPP79101 and Lot B Plan EPP79101  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

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

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-08-01  
21:28:33 -07:00

**TERMS OF INSTRUMENT – PART 2**

**RECIPROCAL EASEMENT  
RE: NORTH TOWER BIKE PAVILION,  
AUTOMATED PARCEL LOCKERS AND  
CONCIERGE/SECURITY DESK**

THIS AGREEMENT dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

AMONG:

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

(in its capacity as the registered owner of Lot A, the “**Lot A Owner**”)

AND:

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

(in its capacity as the registered owner of Lot B, the “**Lot B Owner**, and together with the Lot A Owner, the “**Owners**”, and each, an “**Owner**”)

WHEREAS:

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

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot A**”);

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

Parcel Identifier: 030-861-926  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101  
Except Air Space Plan EPP115038

(“**Lot B**”);

- C. The Lot A Owner intends to construct the Lot A Building on Lot A, all as herein defined;
- D. The Lot B Owner intends to develop the Lot B Building on Lot B, all as herein defined;

- E. The Lot A Owner wishes to grant certain rights and easements to the Lot B Owner;
- F. The Lot B Owner wishes to grant certain rights and easements to the Lot A Owner; and
- G. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple.

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

## 1.00 Interpretation

### 1.01 Definitions

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

- (a) **“Agreement”** means this agreement, including its recitals and schedules, all as may be amended in writing from time to time;
- (b) **“Annual Actual Lot A Easement Areas Costs Statement”** has the meaning ascribed thereto in Section 5.03;
- (c) **“Annual Actual Lot B Easement Areas Costs Statement”** has the meaning ascribed thereto in Section 6.03;
- (d) **“Annual Estimated Lot A Easement Areas Costs Budget”** means the annual operating costs budget prepared by the Lot A Owner for the Easement Areas on Lot A;
- (e) **“Annual Estimated Lot B Easement Areas Costs Budget”** means the annual operating costs budget prepared by the Lot B Owner for the Easement Areas on Lot B;
- (f) **“Automated Parcel Lockers”** means the automated parcel lockers intended for the shared use of the residential owners and occupants of the Lot A Building and the Lot B Building, located in the Lot B Building amenity facility lobby area, or such other location as may be determined by the Lot A Owner and the Lot B Owner, each acting reasonably
- (g) **“Buildings”** means the Lot A Building and the Lot B Building;
- (h) **“Concierge/Security Services Desk”** means the central operations desk for the shared concierge and security services for the Lot A Building and the Lot B Building, located in the Lot B Building amenity facility lobby area, or such other location as may be determined by the Lot A Owner and the Lot B Owner, each acting reasonably;

- (i) “**Construct**” means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, repair, remove or renew and all activities or other work incidental or related thereto and “**Constructing**”, “**Construction**” and “**Constructed**” have a corresponding meaning;
- (j) “**Damaged Improvements**” has the meaning ascribed thereto in Section 8.01;
- (k) “**Easement Area**” means, in respect of any Parcel, areas used for or in respect of any easements and rights on such Parcel granted by the Owner of such Parcel in favour of the Other Owner, and “**Easement Areas**” means all such areas, as the context requires;
- (l) “**Inspect**” means to inspect, test or examine any Parcel from time to time for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent to such Parcel, or for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in the loss of access or egress or support to or use of such other Parcel, and “**Inspect**”, “**Inspected**” and “**Inspecting**” have corresponding meanings;
- (m) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended and replaced from time to time;
- (n) “**Land Title Office**” means the New Westminster Land Title Office;
- (o) “**Lands**” means, together, Lot A and Lot B;
- (p) “**Lot A**” means those certain lands situate in the City of Surrey upon which the Lot A Building will be constructed and legally described in Recital A;
- (q) “**Lot A Bike Pavilion**” means the at grade secure bicycle storage area located on Lot A, as shown cross hatched on the sketch plan hereto attached as Schedule A;
- (r) “**Lot A Building**” means the 28 storey residential concrete highrise building with ground floor townhouses containing 322 residential strata lots and common property including the Easement Areas on Lot A, all to be constructed on Lot A;
- (s) “**Lot A Easement**” means the easement granted by the Lot A Owner to the Lot B Owner to use the Easement Areas on Lot A pursuant to Section 2.01 hereof;
- (t) “**Lot A Easement Areas Costs**” means the aggregate, without duplication, of all costs incurred by the Lot A Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Areas on Lot A;
- (u) “**Lot A Owner**” means the registered owner from time to time of Lot A and any Parcel into which Lot A is subdivided, and its successors and assigns and includes, where the context requires, the Lot A Strata Corporation or the owner of the Lot A Strata Lots;

- (v) **“Lot B”** means those certain lands situate in the City of Surrey upon which the Lot B Building will be constructed and legally described in Recital B;
- (w) **“Lot B Building”** means the 38 storey concrete highrise building with ground floor townhouses containing 431 residential strata lots and common property including Easement Areas on Lot B, all of which may be constructed on Lot B;
- (x) **“Lot B Easement”** means the easement granted by the Lot B Owner to the Lot A Owner to use the Easement Areas on Lot B pursuant to Section 3.01 hereof;
- (y) **“Lot B Easement Areas Costs”** means the aggregate, without duplication, of all costs incurred by the Lot B Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Areas on Lot B;
- (z) **“Lot B Owner”** means the registered owner from time to time of Lot B and any Parcel into which Lot B is subdivided, and its successors and assigns and includes, where the context requires, the Lot B Strata Corporation or the owner of the Lot B Strata Lots;
- (aa) **“Maintain”** means to keep in a good and proper state of repair, normal wear and tear excepted, and in a clean and safe condition including, without limiting the generality of the foregoing, cleaning, pressure washing, painting and resurfacing, as would a prudent owner from time to time, and **“Maintenance”**, **“Maintained”** and **“Maintaining”** have corresponding meanings;
- (bb) **“Major Damage”** in respect of a Parcel occurs when:
  - (i) the Damaged Improvements on such Parcel are damaged or destroyed to the extent that the benefit and use of the easements granted herein to the Other Owner are diminished or are likely to be diminished in a material way and based on the opinion of a certified professional chosen by the Owner of the Parcel containing the Damaged Improvements, such damage or destruction cannot reasonably be Repaired or renewed within 90 days after the date such damage or destruction occurred;
  - (ii) the Damaged Improvements on such Parcel are condemned; or
  - (iii) the insurers for the Owner of the Parcel containing the Damaged Improvements, pursuant to policies of insurance maintained in accordance with this Agreement, elect to treat the Damaged Improvements as a total loss,

provided that the determination of the extent of damage or destruction as provided in this Agreement shall be made by a certified professional chosen by the Lot A Owner;
- (cc) **“Other Owner”** means, vis à vis any Owner, as an owner of a Parcel, the Owner of the Other Parcel;

- (dd) **“Other Parcel”** means, vis à vis any Parcel, the other Parcel;
- (ee) **“Parcel”** means individually Lot A, Lot B and any Strata Lot or any parcel into which any of the foregoing are subdivided into, and **“Parcels”** means two or more of them as them as the context requires;
- (ff) **“Prime Rate”** means the annual rate of interest announced from time to time by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, or such other bank as selected by the Lot B Owner from time to time, as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada;
- (gg) **“Proportionate Share”** means in respect of the Lot A Strata Corporation and the Lot B Strata Corporation, the contribution required to be made by them pursuant to Section 5.00 towards payment of the Lot A Easement Areas Costs and pursuant to Section 6.00 towards payment of the Lot B Easement Areas Costs which, in each case, will be the percentage of such costs derived from the following ratios:
- (A) For Lot A Strata Corporation:
- Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan); and
- (B) For the Lot B Strata Corporation
- Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan);
- (hh) **“Repair”** means:
- (i) to remedy any defect and to repair any damage to any part of a Parcel; or
- (ii) to take any action reasonably necessary to remedy any failure of a Parcel owner to provide another Parcel owner’s easements and rights, as granted hereunder,
- and **“Repaired”** and **“Repairing”** have corresponding meanings;
- (ii) **“Strata Corporation”** means the strata corporation created with respect to Lot A or Lot B, as the case may be, by deposit of the Strata Plan;
- (jj) **“Strata Lot Owners”** means, from time to time, the registered owners of Strata Lots and **“Strata Lot Owner”** means any one of them;
- (kk) **“Strata Lots”** means the strata lots created upon deposit of the Strata Plan which subdivides Lot A or Lot B into Strata Lots and common property in accordance with the provisions of the *Strata Property Act* and **“Strata Lot”** means any one of such Strata Lots;

- (ll) “**Strata Plan**” means the strata plan subdividing Lot A or Lot B, as the case may be, into Strata Lots and common property in accordance with the provisions of the *Strata Property Act*;
- (mm) “**Strata Property Act**” means the *Strata Property Act*, S.B.C. 1998, c. 43 and amendments thereto and re-enactments thereof; and
- (nn) “**Users**” means the owners, tenants and occupants including, without limitation, any strata unit owners, from time to time of all or any part of a Parcel and their respective employees, servants, workers, agents, officers, contractors, consultants, licensees and invitees whether their authorization to access is implied or expressed unless any of such employees, servants, agents, officers, contractors, licensees or invitees are expressly not authorized.

#### 1.02 Interpretation

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

#### 1.03 Headings

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

#### 1.04 Reference to Enactments

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

#### 1.05 Schedules

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

Schedule A – Lot A Bike Pavilion Sketch Plan

### 2.00 **Lot A Easement**

2.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot A Owner hereby grants to the Lot B Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot A in common with the Lot A Owner and its successors, as owner of Lot A:

- (a) to enter, go, pass and repass and use the Lot A Bike Pavilion at such times as the Lot A Owner may specify provided same specified hours apply to its own usage of the Lot A Bike Pavilion, for the purpose of using and enjoying the same to park and store bicycles, but subject always to the reservations and limitations herein contained; and



- (b) to do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 2.01.

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

- 2.02 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot B Owner and its Users shall not have access to any part of Lot A except for those areas as are reasonably intended to be used for the uses for which the Lot A Easement is intended and those parts and features of Lot A (including, without limitation, all corridors, hallways, walkways, entrances, lobbies, doors, stairs, stairwells, sidewalks, plazas, elevators corridors, stairs and stairwells) which are designed, constructed, suitable and/or intended for use for pedestrian access to and egress from the Easement Areas on Lot A.
- 2.03 Benefit and Burden. The easement granted in Section 2.01 will be appurtenant to and for the benefit of Lot B and will charge and be a burden upon and run with Lot A.
- 2.04 Secured Areas. Notwithstanding any provision herein, the Lot B Owner acknowledges, covenants and agrees with the Lot A Owner that, despite the easement rights granted to it to use Lot A pursuant to Section 2.01, certain areas of Lot A may be secured areas and accessible only by key, fob, access card or other similar device ("**Lot A Access Device**") and if a User of Lot B does not have an Lot A Access Device to access any such areas (or alternatively, such User's Lot A Access Device is not programmed to permit access), then such access shall only be conducted under escort by the property manager or other authorized personnel of the Lot A Owner or at the discretion of such person by requiring such User to obtain a Lot A Access Device.
- 2.05 Rules and Regulations. The Lot A Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which Lot A may be accessed or used or enjoyed by the Lot B Owner, may amend and rescind the same from time to time and may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security, enjoyment, access, safety, cleanliness, management, maintenance, health, safety and operation of the Easement Areas on Lot A, and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot A Owner as well as to the Lot B Owner.

The Lot B Owner covenants and agrees with the Lot A Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 2.05.

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

The Lot A Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 2.08(a) hereof, interfere with the use of the Easement Areas on Lot A as herein contemplated and the rights herein granted.

Subject to the provisions of Section 2.08, the Lot A Owner will not materially alter any portion of the Easement Areas on Lot A, whether or not with respect to any other lands, without the prior written consent of the Lot B Owner, which consent will not be unreasonably withheld, conditioned or delayed.

2.07 Covenants – The Lot A Owner. The Lot A Owner hereby covenants and agrees with the Lot B Owner that:

- (a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement Areas on Lot A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot A Easement can be fully exercised as intended hereby;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Areas on Lot A to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot A Owner and the Lot B Owner as a named insured under the policy;
  - (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
  - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
  - (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 2.07 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 2.07.

2.08 Reservations and Limitations. Notwithstanding the grant of the Lot A Easement, there is hereby reserved to the Lot A Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot B Owner of the Easement Areas on Lot A if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Areas on Lot A as may be required by the Lot A Owner or

as the Lot A Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible, and that reasonable notice of the interruption is delivered to the Lot B Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot B Building will be sufficient notice of such interruption;

- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Areas on Lot A as it may reasonably require or deem expedient;
- (c) Limitations. The Lot B Owner and its Users in exercising the easement to use the Easement Areas on Lot A granted pursuant to Section 2.01 shall:
  - (i) only use and access those portions of Lot A for which it is reasonable for them to have access to and the use of and not use any electrical, plumbing, mechanical and HVAC systems and the areas and related hallways in which they are contained or access is given thereto, and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

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

- (a) Minimize Interference with Lot A Owner. It will, in exercising its rights to use the Easement Areas on Lot A:
  - (i) use only those portions of Lot A as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little interference as possible with the use and enjoyment of Lot A by the Lot A Owner; and
  - (iii) if the exercise of such rights and easement to use the Easement Areas on Lot A causes any damage to Lot A, forthwith, at its own expense, restore Lot A to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Areas on Lot A;
- (b) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot A Owner arising out of any use by it of the Easement Areas on Lot A; and

- (c) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot A Owner from time to time pursuant to Section 2.05 hereof in connection with the use of the Easement Areas on Lot A.

### 3.00 Lot B Easement

3.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot B in common with the Lot B Owner and its successors, as owner of Lot B, at all times and from time to time:

- (a) to enter, exit, go, remain in, pass and re-pass, at any time, on foot or by wheelchair or other similar aids and means of conveyance, in, over, through and upon those parts of Lot B (including the Lot B Building), as may be reasonably necessary to access the Concierge Desk and the Automated Parcel Lockers;
- (b) to do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 3.01.

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

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

3.03 Benefit and Burden. The easement granted in Section 3.01 will be appurtenant to and for the benefit of Lot A and will charge and be a burden upon and run with Lot B.

3.04 Secured Areas. Notwithstanding any provision herein, the Lot A Owner acknowledges, covenants and agrees with the Lot B Owner that, despite the easement rights granted to it to use Lot B pursuant to Section 3.01, certain areas of Lot B may be secured areas and accessible only by key, fob, access card or other similar device ("**Lot B Access Device**") and if a User of Lot A does not have an Lot B Access Device to access any such areas (or alternatively, such User's Lot B Access Device is not programmed to permit access), then such access shall only be conducted under escort by the property manager or other authorized personnel of the Lot B Owner or at the discretion of such person by requiring such User to obtain a Lot B Access Device.

3.05 Rules and Regulations. The Lot B Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which Lot B may be accessed or used or enjoyed by the Lot A Owner, may amend and rescind the same from time to time and may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security,

enjoyment, access, safety, cleanliness, management maintenance, health safety and operation of the Easement Areas on Lot B, and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot B Owner as well as to the Lot A Owner.

The Lot A Owner covenants and agrees with the Lot B Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 3.05.

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

The Lot B Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 3.08(a) hereof, interfere with the use of the Easement Areas on Lot B as herein contemplated and the rights herein granted.

Subject to the provisions of Section 3.08, the Lot B Owner will not materially alter any portion of the Easement Areas on Lot B, whether or not with respect to any other lands, without the prior written consent of the Lot A Owner, which consent will not be unreasonably withheld, conditioned or delayed.

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

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

- (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 3.07 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 3.07.

3.08 Reservations and Limitations. Notwithstanding the grant of the Lot B Easement, there is hereby reserved to the Lot B Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot A Owner of the Easement Areas on Lot B if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Areas on Lot B as may be required by the Lot B Owner or as the Lot B Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and that reasonable notice of the interruption is delivered to the Lot A Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot A Building will be sufficient notice of such interruption;
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Areas on Lot B as it may reasonably require or deem expedient;
- (c) Limitations. The Lot A Owner and its Users in exercising the easement to use the Easement Areas on Lot B granted pursuant to Section 3.01 shall:
  - (i) only use and access those portions of the Easement Areas on Lot B for which it is reasonable for them to have access to and the use of and not use any electrical, plumbing, mechanical and HVAC systems and the areas and related hallways in which they are contained or access is given thereto, and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

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

- (d) Minimize Interference with Lot B Owner. It will, in exercising its rights to use the Easement Areas on Lot B:

- (i) use only those portions of Lot B as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little interference as possible with the use and enjoyment of Lot B by the Lot B Owner; and
  - (iii) if the exercise of such rights and easement to use the Easement Areas on Lot B causes any damage to Lot B, forthwith, at its own expense, restore Lot B to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Areas on Lot B;
- (e) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot B Owner arising out of any use by it of the Easement Areas on Lot B; and
  - (f) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot B Owner from time to time pursuant to Section 3.05 hereof in connection with the use of the Easement Areas on Lot B.

#### 4.00 Indemnities

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

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

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

#### 5.00 Annual Estimated Lot A Easement Areas Costs Budget

5.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot A Owner will prepare and deliver to the Lot B Owner the Annual Estimated Lot A Easement Areas Costs Budget.

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

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

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

5.04 General

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

- 5.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 5.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 5.05 as follows:



- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 5.00, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 9.07 shall not be considered to have been modified by this Section 5.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 5.05(b), the matter will referred to binding arbitration pursuant to Section 9.05 hereof.

5.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot A Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot B Owner pursuant to this Agreement, the Lot B Owner, upon giving the Lot A Owner not less than seven (7) days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

6.00 **Annual Estimated Lot B Easement Areas Costs Budget**

6.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot B Owner will prepare and deliver to the Lot A Owner the Annual Estimated Lot B Easement Areas Costs Budget.

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

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

6.03 Budget Reconciliation. As soon as reasonably possible after the end of the fiscal period for which the Annual Estimated Lot B Easement Areas Costs Budget has been prepared and in

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

6.04 General

- (a) The Lot B Owner agrees to keep accurate accounting records of the Lot B Easement Costs, which records shall be available for inspection or audit at the year end by the Lot A Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot A Owner.
- (b) If the Lot A Owner disputes the actual Lot B Easement Areas Costs as shown on the Annual Actual Lot B Easement Areas Costs Statement then it shall so notify the Lot B Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 6.05 hereof. Failing such notice, the Lot A Owner will be deemed to have accepted such statement.

6.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 6.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 6.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 6.05, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 9.07 shall not be considered to have been modified by this Section 6.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 6.05(b), the matter will referred to binding arbitration pursuant to Section 9.05 hereof.

6.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot B Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot A Owner pursuant to this Agreement, the Lot A Owner, upon giving the Lot B Owner not less than seven (7) days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

## 7.00 Subdivision

7.01 Subject to Section 7.02, if any Parcel is subdivided, including by way of Strata Plan, then the rights, covenants, easements and charges granted hereunder will continue to run with and bind each Subdivided Lot of which any part of any Easement Area or charged property forms a part.

7.02 Upon subdivision of a Parcel by a Strata Plan:

- (a) the Strata Corporation so created shall:
  - (i) perform and observe the parent Owner's covenants herein at the expense of the Strata Corporation and of the Strata Lot owners;
  - (ii) in respect of Lot A, perform and observe the Lot A Owner's covenants and obligations pursuant to the provisions of this Agreement;
  - (iii) in respect of Lot B, perform and observe the Lot B Owner's covenants and obligations pursuant to this Agreement;
  - (iv) enter into an assumption agreement with the other Owner in a form satisfactory to the other Owner, to assume all of the ongoing obligations hereunder and benefit from all of the rights as provided herein;
  - (v) take into consideration the content of this Agreement when creating, amending or rescinding the bylaws, rules and regulations of the Strata Corporation applicable to Strata Lot owners, and shall cause the Strata Lot owners to comply with the obligations, restrictions and limitations as provided herein;
  - (vi) be responsible for any breach arising from any action or omission of any and all of the Strata Lot owners of the obligations, restrictions and limitations as provided herein; and
  - (vii) be entitled to give all permissions and consents permitted to be given by the Strata Lot owners; and
- (b) the liability of each Strata Lot owner to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, shall be in proportion to the unit entitlement of his, her or its Strata Lot as established in accordance with the *Strata Property Act*.

- 7.03 Notwithstanding anything to the contrary provided in this Agreement, in the event of a subdivision of Lot B or Lot A, or any of them by the deposit in the Land Title Office of a Strata Plan in accordance with the *Strata Property Act*, the easements herein granted shall be accepted on behalf of the Strata Lot owners by the Strata Corporation created thereby and shall be administered, enforced, modified, or released by the Strata Corporation only and, in particular, without limiting the generality of the foregoing, the Strata Corporation shall make all payments required to be made hereunder and shall receive all payments to be paid hereunder and in respect of any Inspections, Repairs, Maintenance and replacements required hereunder and for obtaining the insurance policies required hereunder. The Strata Lot owners shall not attempt to carry out any of the Inspections, Repairs, Maintenance or replacements contemplated hereunder or to enforce or in any way interfere with the administration by the Strata Corporation created upon the filing of a Strata Plan with respect to Lot A or Lot B, as the case may be, of the easements herein granted for the benefit of Lot B or Lot A, respectively.

## 8.00 **Damage and Destruction**

- 8.01 Owner's obligation to rebuild if not Major Damage.

In the event that the Easement Area in an Owner's Parcel or any part thereof shall at any time be defective or damaged (the "**Damaged Improvements**") such that the Other Owner's easements granted herein are diminished in a material way or are likely to be diminished in a material way, but the Damaged Improvements have not suffered Major Damage, then after receipt from the Other Owner of a written notice to Construct and Repair pursuant to this Section 8.00 (which notice refers to and contains a copy of this Section 8.00), the Owner of the Damaged Improvements shall, within a reasonable period of time following notice thereof from the Other Owner, Construct, Repair and make the Damaged Improvements fit for the purpose of such easements.

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

In the event that the Damaged Improvements in a Parcel are destroyed or damaged to such extent that Major Damage has occurred, the Owner of the Damaged Improvements shall rebuild or Repair the Damaged Improvements, subject to the receipt of insurance proceeds, or should insurance proceeds be insufficient, the agreement of the respective owners to contribute sufficient funds to complete the restoration and subject to the *Strata Property Act* to the extent applicable, and any requirements of the City. If the Owner of the Damaged Improvements is prevented from rebuilding or Repairing the Damaged Improvements because of the *Strata Property Act*, or requirements of the City, such Owner shall demolish and completely remove the Damaged Improvements and debris from its Parcel and restore its Parcel to a neat and safe condition in a good and workmanlike manner, provided that such Owner shall take reasonable measures to ensure that the improvements constructed on the other Parcel will continue to be functional and safe notwithstanding such demolition and removal.

- 8.03 Delay in Rebuilding or Repairing.

Subject to Sections 8.01 and 8.02 above, in the event that the Repair or rebuilding of Damaged Improvements is not undertaken forthwith and proceeded with diligently and expeditiously, then the Owner of the Damaged Improvements shall forthwith take such

reasonable action as is necessary to leave the any easement areas situate within its Parcel and the Damaged Improvements in a condition which is neat and tidy and does not in any way create a nuisance or a safety hazard.

8.04 Failure to Rebuild or Repair.

If the Owner of any Damaged Improvements fails to fulfill its obligations as set out in Sections 8.01, 8.02, and 8.03, and it has not referred the matter for resolution pursuant to Section 9.05, the Other Owner, upon giving the Owner of the Damaged Improvements not less than 15 days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform the failed obligations and shall be entitled to be reimbursed as provided herein.

8.05 Costs and Expenses.

The cost and expense of any work conducted by the Owner of Damaged Improvements under Sections 8.01, 8.02, and 8.03 hereof shall be included within the Lot A Easement Areas Costs or the Lot B Easement Areas Costs, as the case may be, and shared by the Owners in relation to their Proportionate Share as determined under this Agreement, after taking into account any net insurance proceeds received in connection with such loss or damage and subject to the provisions of Section 5.00 hereof or Section 6.00 hereof, as the case may be.

**9.00 Miscellaneous**

9.01 Runs with the Lands

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

9.02 Cessation of Obligations

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

9.03 Reasonableness

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

9.04 Rights of Owner Preserved

Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent the owner of a servient tenement from using the easement areas granted by them hereunder in any manner which does not materially and

adversely interfere with, injure or impair the exercise by the owner of the dominant tenement of such easement of its rights hereunder.

9.05 Arbitration

In the event of any dispute or disagreement arising out of this Agreement or the interpretation of any provision hereof or any failure to reach agreement on any matter herein including, without limitation, any cost sharing provision (other than a dispute with respect to determinations and allocations to be made under Section 5.00 which shall be resolved pursuant to Section 5.05 or a dispute with respect to determinations and allocations to be made under Section 6.00 which shall be resolved pursuant to Section 6.05), the parties hereto agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 9.05 is not intended to nor is to be construed as preventing the parties hereto, or any of them, from seeking injunctive relief from the courts. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia. The Owners participating in such arbitration shall share equally in the costs of referring the choice of an arbitrator to a Judge of the Supreme Court of British Columbia, and the costs of the arbitration. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules.

9.06 Waiver

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

9.07 Notice

- (a) Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement will be in writing and will be delivered, telecopied or electronically mailed or sent by postage prepaid mail and addressed, to the intended recipient. The time of receiving any such demand or notice will be deemed to be:
  - (i) the day and time of delivery of transmittal (by telecopier or electronic mail), if delivered or sent by telecopier or electronic mail by 4:30 p.m. on a business day (excluding Saturdays Sundays and statutory holidays) to the place of the intended recipient;
  - (ii) by 8:00 a.m. the next business day following the date of such delivery or transmittal (excluding Saturdays Sundays and statutory holidays) if delivered or transmitted by telecopier or electronic mail) after 4:30 p.m. on a business day (excluding Saturdays, Sundays and statutory holidays) to the place of the intended recipient;
- (b) On the fourth day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the

intended recipient of a demand or notice, a demand or notice will not be effective if sent by mail until it is actually received by the intended recipient.

9.08 Governing Law

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

9.09 Further Assurances

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

9.10 Entire Agreement

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

9.11 Time Is Of Essence

Time will be of the essence of this Agreement.

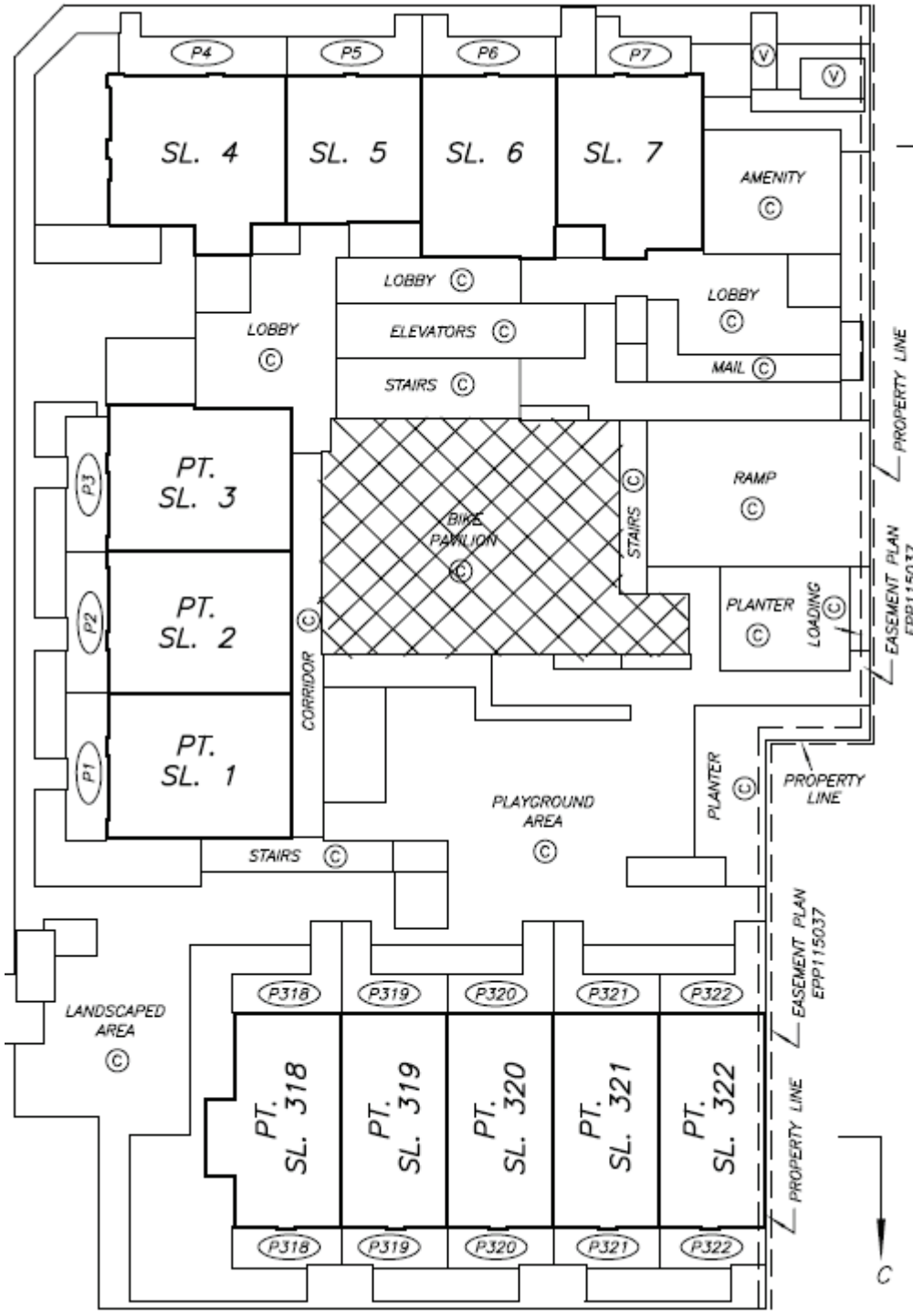
9.12 Severability

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

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

SCHEDULE A

LOT A BIKE PAVILION SKETCH PLAN





**EXHIBIT "DD"**

**FINAL PARTY WALL AGREEMENT**

[See Attached]



1. Application

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

UD Lands | Party Wall Easement and Section 219 Covenant Agreement

2. Description of Land

PID/Plan Number	Legal Description
<b>032-025-351</b>	<b>STRATA LOT 322 SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT STRATA PLAN EPS7718</b>
<b>EPS7718</b>	<b>THE COMMON PROPERTY OF STRATA PLAN EPS7718</b>
<b>032-029-675</b>	<b>STRATA LOT 429 SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT STRATA PLAN EPS7719</b>
<b>EPS7719</b>	<b>THE COMMON PROPERTY OF STRATA PLAN EPS7719</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 2.1(a)</b>  Dominant Lands: Strata Lot 429 and The Common Property, both of Strata Plan EPS7719
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>EASEMENT</b>		<b>Section 2.1(b)</b>  Dominant Lands: Strata Lot 322 and The Common Property, both of Strata Plan EPS7718
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>COVENANT</b>		<b>Section 4.1 - Section 219 Covenant</b>  Servient Lands: Strata Lot 322 and The Common Property, both of Strata Plan EPS7718 and Strata Lot 429 and The Common Property, both of Strata Plan EPS7719
<b>PRIORITY AGREEMENT</b>		Granting the above Covenant priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>PRIORITY AGREEMENT</b>		Granting the above Covenant priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**



5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC914328, AS REGISTERED OWNER OF STRATA LOT 322 OF STRATA PLAN EPS7718 AND STRATA LOT 429 OF STRATA PLAN EPS7719**

**HSBC BANK CANADA, AS TO PRIORITY**

**AVIVA INSURANCE COMPANY OF CANADA, AS TO PRIORITY**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6 <hr/> AS TO THE EASEMENT IN SECTION 2.1(A)	BC0914328
--	-----------

<b>THE OWNERS, STRATA PLAN EPS7719</b> C/O TRIBE MANAGEMENT INC. #1606-1166 ALBERNI STREET VANCOUVER BC V6E 3Z3 <hr/> AS TO THE EASEMENT IN SECTION 2.1(A)	
--	--

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6 <hr/> AS TO THE EASEMENT IN SECTION 2.1(B)	BC914328
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<b>THE OWNERS, STRATA PLAN EPS7718</b> C/O TRIBE MANAGEMENT INC. #1606-1166 ALBERNI STREET VANCOUVER BC V6E 3Z3 <hr/> AS TO THE EASEMENT IN SECTION 2.1(B)	
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<b>CITY OF SURREY</b> 13450 - 104 AVENUE SURREY BC V3T 1V8 <hr/>	
---	--

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

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

As Registered Owner of Strata Lot 322 of Strata Plan EPS7718 and Strata Lot 429 of Strata Plan EPS7719  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**THE OWNERS, STRATA PLAN EPS7719**

By their Authorized Signatory

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

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



Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**THE OWNERS, STRATA PLAN EPS7719**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**CITY OF SURREY**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

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



Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**HSBC BANK CANADA**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

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

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**AVIVA INSURANCE COMPANY OF CANADA**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

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

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

\_\_\_\_\_

**TERMS OF INSTRUMENT - PART 2**

**EASEMENT: LAND TITLE ACT S. 182**

**COVENANT: LAND TITLE ACT S. 219**

**(Party Wall Agreement)**

**WHEREAS:**

- A. Bluesky Properties (UD Lands) Inc. (the “**Strata Lot 322 Owner**”) is the registered owner of certain lands and premises in the City of Surrey legally described as:
- PID: 032-025-351 Strata Lot 322 Section 22 Block 5 North  
Range 2 West New Westminster District Strata Plan EPS7718
- (“**Strata Lot 322**”).
- B. Bluesky Properties (UD Lands) Inc. (the “**Strata Lot 429 Owner**”) is the registered owner of certain lands and premises in the City of Surrey legally described as:
- PID: 032-029-675 Strata Lot 429 Section 22 Block 5 North  
Range 2 West New Westminster District Strata Plan EPS7719
- (“**Strata Lot 429**”).
- C. The Owners Strata Plan EPS7718 (the “**UD North Strata Corporation**”, and, together with the Strata Lot 322 Owner, the “**UD North Owners**”) is responsible for managing and maintaining certain common property in the City of Surrey legally described as:
- The Common Property of Strata Plan EPP7718
- (the “**UD North Common Property**”).
- D. The Owners Strata Plan EPS7719 (the “**UD South Strata Corporation**”, and, together with the Strata Lot 429 Owner, the “**UD South Owners**”) is responsible for managing and maintaining certain common property in the City of Surrey legally described as:
- The Common Property of Strata Plan EPS7719
- (the “**UD South Common Property**”).
- E. The buildings within which Strata Lot 322 and Strata Lot 429 are located share a wall where the buildings meet on the common boundary of Strata Lot 322 and Strata Lot 429.
- F. In order to govern the rights and responsibilities of the UD North Owners and the UD South Owners, the UD North Owners and the UD South Owners agree to an easement and covenant on the terms and conditions herein contained over each other’s Lots, for access to and maintenance of the Works.
- G. By Section 18 of the *Property Law Act*, a registered owner in fee simple may grant to itself an easement over land that it owns for the benefit of other land that it owns.



- H. A covenant registerable under Section 219 of the *Land Title Act* may include provisions of a positive or negative nature in respect of the use of the land, building on the land and subdivision of the land in accordance with the covenant.

**CONSIDERATION:**

In consideration of the sum of ONE (\$1.00) DOLLAR paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged) mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

1.1 In this Agreement:

- (a) **"Agreement"** means this agreement herein and the covenants and agreements running with and binding the Lands pursuant to Section 219 of the *Land Title Act*, the General Instrument Part 1, this Terms of Instrument Part 2, and all schedules attached hereto;
- (b) **"City"** means the City of Surrey, as covenantee, named in Item 6 of the General Instrument Part 1 as the transferee, and any person authorized by the City of Surrey, including assigns of whole or partial interest in this Agreement or of any of the rights conferred upon the City of Surrey by this Agreement;
- (c) **"City Personnel"** means all of the City's elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, invitees and the Approving Officer;
- (d) **"Claims and Expenses"** means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damages, losses, injuries or death;
- (e) **"General Instrument Part 1"** means the General Instrument - Part 1 (*Land Title Act* Form C) to which these terms are attached as Part 2;
- (f) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments from time to time;
- (g) **"Lands"** means the Strata Lot 322, Strata Lot 429, the UD North Common Property and the UD South Common Property, collectively;
- (h) **"Lot"** means one or more of Strata Lot 322, Strata Lot 429, the UD North Common Property or the UD South Common Property;
- (i) **"Owners"** means collectively the Strata Lot 322 Owner, the Strata Lot 429 Owner, the UD North Strata Corporation or the UD South Strata Corporation, and each is referred to herein as an **"Owner"**;
- (j) **"Strata Property Act"** means the *Strata Property Act*, S.B.C. 1998, c. 43, and all amendments from time to time; and
- (k) **"Works"** means the structurally independent adjoining walls between Strata Lot 322 and Strata Lot 429 and the exterior finishes and features, including the shared roof, exterior

siding, gutters, downspouts and perimeter drainpipe systems constructed on the UD North Common Property and the UD South Common Property.

**ARTICLE 2**  
**EASEMENT**

- 2.1 The UD North Owners and the UD South Owners covenant and agree with each other as follows:
- (a) the UD North Owners do hereby grant in favour of the UD South Owners, acting reasonably, the right and liberty to maintain, repair, replace or renew any or all of the Works in, over and upon Strata Lot 322 and the UD North Common Property;
  - (b) the UD South Owners do hereby grant in favour of the UD North Owners, acting reasonably, the right and liberty to maintain, repair, replace or renew any or all of the Works in, over and upon Strata Lot 429 and the UD South Common Property;
  - (c) the UD North Owners grant unto the UD South Owners and the UD South Owners' servants, agents, tenants, invitees and licensees and the UD South Owners grant unto the UD North Owners and the UD North Owners' servants, agents, tenants, invitees and licensees the full, free and uninterrupted right, license, liberty, easement, privilege and permission with forty-eight (48) hours' notice, except in an emergency, to pass and repass with or without men and equipment over such portions of the Lands as reasonably necessary, for the purposes of repairing and servicing the Works;
  - (d) the UD North Owners and the UD South Owners mutually agree to such acts as shall from time to time be required for the repair, maintenance and upkeep of the Works and shall share the cost of such acts equally as to the necessity, nature or extent of such acts, the apportionment of the cost relating thereto, or shall fail to agree on any matter associated therewith or relating thereto, then in such case the matter will be decided pursuant to the provision of the *Arbitration Act*, [SBC 2020] c. 2 as amended from time to time;
  - (e) the UD North Owners and the UD South Owners mutually agree not to incur any costs without the other's consent and approval of a cost estimate;
  - (f) any Owner exercising its rights hereunder in maintaining, repairing, replacing or renewing the Works will restore the Works as nearly as possible to the state and condition in which they originally were and, in each case of replacing of the Works, the new Works will be built in the same location as the previous Works and, as nearly as possible, will be of the same size and same materials and of the same quality and durability as the original Works; and
  - (g) the Works as maintained, repaired, replaced or renewed will be deemed to be continued as the Works pursuant to the terms of this Agreement.

**ARTICLE 3**  
**MUTUAL ASSURANCES**

- 3.1 The UD North Owners and the UD South Owners covenant and agree with each other as follows:
- (a) that the UD North Owners shall and may peaceably hold and enjoy the rights, licences, liberties, rights of way, privileges and easements hereby granted to them hereunder without hindrance, molestation or interruption, on the part of the UD South Owners or any person, firm or corporation claiming by, through, under or in trust for the UD South Owners, provided, however, that in the event the UD North Owners fail to perform or observe any of the agreements, terms, covenants and conditions on their part to be performed and

observed pursuant to this Agreement, the UD South Owners may take an action available to the UD South Owners in law or in equity save and except for any action which would prohibit or restrict the rights, licences, liberties, rights of way, privileges and easements granted pursuant to Section 2.1.

- (b) that the UD South Owners shall and may peaceably hold and enjoy the rights, licences, liberties, rights of way, privileges and easements hereby granted to them hereunder without hindrance, molestation or interruption, on the part of the UD North Owners or any person, firm or corporation claiming by, through, under or in trust for the UD North Owners, provided, however, that in the event the UD South Owners fail to perform or observe any of the agreements, terms, covenants and conditions on their part to be performed and observed pursuant to this Agreement, the UD North Owners may take an action available to the UD North Owners in law or in equity save and except for any action which would prohibit or restrict the rights, licences, liberties, rights of way, privileges and easements granted pursuant to Section 2.1.

3.2 The UD North Owners and the UD South Owners agree to co-operate with respect to placing common insurance on the improvements of their respective Lands, if and as required.

3.3 The UD North Owners and the UD South Owners covenant and agree with each other as follows:

- (a) that the UD South Owners shall indemnify and save the UD North Owners harmless against all loss, damage, costs and liabilities suffered by the UD North Owners, including costs of solicitors and other professional advisors arising out of or in connection with:
  - (i) any breach, violation or non-performance of the UD South Owners of any covenant, term or condition contained in this Agreement to be kept, observed or performed by the UD South Owners;
  - (ii) any activity, use, work or other thing whatsoever that is done, carried out, made or otherwise occurs in or about Strata Lot 322 and/or the UD North Common Property and done by the UD South Owners, or anyone authorized by the UD South Owners;
  - (iii) any personal injury, death or property damage occurring in Strata Lot 322 and/or the UD North Common Property caused by the UD South Owners, in exercising, carrying out or failing to carry out the rights, activities or obligations of the UD South Owners, in Strata Lot 322 and the UD North Common Property by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by the UD South Owners, its servants, agents, licensees, permittees, invitees, contractors or subcontractors;

and the amount of that loss, costs and liabilities shall be paid by the UD South Owners at the time the UD North Owners are legally obligated to pay monies to a person suffering losses contemplated by this section or upon the UD North Owners providing proof of loss suffered by it, as the case may be;

- (b) that the UD North Owners shall indemnify and save the UD South Owners, or any of them, harmless against all loss, damage, costs and liabilities suffered by the UD South Owners, or any of them, including costs of solicitors and other professional advisors arising out of or in connection with:
  - (i) any breach, violation or non-performance of the UD North Owners of any covenant, term or condition contained in this Agreement to be kept, observed or performed by the UD North Owners;

- (ii) any activity, use, work or other thing whatsoever that is done, carried out, made or otherwise occurs in or about Strata Lot 429 and/or the UD South Common Property and done by the UD North Owners, or anyone authorized by the UD North Owners;
- (iii) any personal injury, death or property damage occurring in Strata Lot 429 and/or the UD South Common Property caused by the UD North Owners, in exercising, carrying out or failing to carry out the rights, activities or obligations of the UD North Owners, in Strata Lot 429 and/or the UD South Common Property by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by the UD North Owners, its servants, agents, licensees, permittees, invitees, contractors or subcontractors;

and the amount of that loss, costs and liabilities shall be paid by the UD North Owners at the time the UD South Owners are legally obligated to pay monies to a person suffering losses contemplated by this section or upon the UD South Owners providing proof of loss suffered by it, as the case may be;

- (c) that each Owner will remove from the Lands all debris, rubbish and related matter arising from any work done by them, their servants, agents or subcontractors on the Lands pursuant to this Agreement immediately at the conclusion of any work; and
- (d) that each Owner will repair all damage to the Lands caused by any work done by them, their agents or subcontractors pursuant to this Agreement immediately at the conclusion of such work.

#### **ARTICLE 4** **SECTION 219 COVENANT**

- 4.1 **Grant of Covenant.** Pursuant to Section 219 of the *Land Title Act*, the Owners each covenant and agree with the City that the Lands shall be used in accordance with the terms of this Agreement, and in particular Article 2 of this easement, and the Owners further covenant and agree with the City that each adjoining wall between Strata Lot 322 and Strata Lot 429:
- (a) is structurally independent from its neighboring adjoining wall;
  - (b) is constructed in accordance with plans approved by the City providing for such structural independence; and
  - (c) does not rely upon its neighboring adjoining wall for support.
- 4.2 **Indemnity.** The Owners covenant with the City pursuant to Section 219(6) of the *Land Title Act* that the Owners shall each indemnify and save harmless the City and City Personnel from all Claims and Expenses which the City and City Personnel may suffer or incur or be put to arising out of or in connection with any breach or default of any covenants or agreements on the part of the applicable Owner, contained in this Agreement, or arising out of or in connection with any personal injury, death or damage to the Lands, or to any building, improvement, or structure, including the contents of any of them, built, constructed or placed on the Lands.
- 4.3 **Release.** The Owners do hereby remise, release and forever discharge the City and City Personnel from all Claims and Expenses which the Owners may have against the City and City Personnel for and by reason of any personal injury, death or damage to the Lands, or to any building, improvement, or structure, including the contents of any of them, built, constructed or placed on the Lands as a result of the Owners, or any of them, not adhering to this Agreement.

- 4.4 **Indemnity and Release Continue.** Pursuant to Section 219 of the *Land Title Act* , the Owners covenant and agree that the indemnities and releases in Sections 4.2 and 4.3 will remain effective and survive the expiration or termination of this Agreement whether by fulfilment of the covenants contained in this Agreement or otherwise.
- 4.5 **Contract.** The covenants and agreements on the part of the Owners and herein provided for have been made by the Owners as contractual obligations as well as having been made pursuant to Section 219 of the *Land Title Act* and as such will be binding on the Owners as applicable.
- 4.6 **Owner's Default.** Pursuant to Section 219 of the *Land Title Act* , if than Owner defaults in observing or performing any obligation, covenant or agreement with respect to this Agreement, such Owner covenants and agrees to rectify such default within fifteen (15) days after receipt of notice from the City, except if such Owner, by reason of the nature of the default, cannot in the opinion of the City rectify it within fifteen (15) days, such Owners will have a further reasonable period to rectify so long as such Owners proceed promptly and diligently. The City's notice will be provided to the address shown on title to the Lands in the Land Title Office at the relevant time. If the applicable Owner fail to rectify such default within the permitted time period, or if the City in case of a real or perceived emergency, does not consider that it has time to deliver such notice, the City may (but is not obligated to) rectify the default on the Owner's behalf. For clarity, the City is not obligated to provide the applicable Owner notice in the event of a real or a reasonably perceived emergency.
- 4.7 **City Carrying out Owner' Obligations.** Pursuant to Section 219 of the *Land Title Act* , the Owners covenant and agree that the City and City Personnel may, at its discretion and for the purpose of exercising the City's rights under Section 4.6, come upon the Lands with equipment, tools and materials for the purpose of carrying out any of the obligations, covenants or agreements of an Owner contained in this Agreement.
- 4.8 **Costs.** Pursuant to Section 219 of the *Land Title Act* , the Owners covenant and agree to forthwith pay to the City all costs and expenses incurred by the City as a result of the City undertaking the work contemplated in Sections 4.6 and 4.7 plus an additional fifteen (15%) percent of all such costs to cover administrative overhead, upon the City issuing invoices for the same. These costs and expenses are recoverable by the City as a debt and may be collected in the same manner and with the same remedies as ordinary taxes on land and improvements under Section 258.1(c) of the *Community Charter*, S.B.C. 2003, c. 26, and all amendments from time to time, and if it is due and payable by December 31 and unpaid on that date, the debt is deemed to be taxes in arrears.
- 4.9 **Covenant Not Affected by Default of City.** No default by the City with respect to this Agreement and no act or failure to act by the City in accordance with this Agreement will result or deemed to result in the interruption, suspension or termination of this Agreement, and the Owners will refrain from seeking any judgment, order, declaration, or injunction to that effect.

## **ARTICLE 5**

### **MUTUAL COVENANTS AND AGREEMENTS**

The sections in this Article are mutual covenants and agreements between the UD South Owners and the UD North Owners and the City.

- 5.1 **Joint and Several.** Where the any party consist of more than one person, each such person will be jointly and severally liable to perform such party's obligations under this Agreement.
- 5.2 **Assignment by City.** This Agreement or any of the rights conferred by this Agreement upon the City may be assigned in whole or in part by the City without the consent of any Owner.
- 5.3 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of any Owner under any other agreement with the City or, if the City so elects, prejudice

or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, and all amendments from time to time, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owners and the City.

- 5.4 **Agreement for Benefit of City.** The UD South Owners, the UD North Owners and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owners, or any of them, or any mortgagee of any Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.
- 5.5 **Modification and Discharge.** The parties agree that this Agreement may only be modified or discharged with the consent of the City pursuant to the provisions of Section 219(9) of the *Land Title Act*.
- 5.6 **City Not Required to Prosecute.** The Owners agree that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.
- 5.7 **No Waiver.** The Owners acknowledge and agree that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.
- 5.8 **Remedies.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owners acknowledge that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owners, or any of them, under this Agreement.
- 5.9 **City Court Costs.** In an action to enforce this Agreement in respect of which the court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 5.10 **Severability.** All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are held by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
- 5.11 **Subdivision/Consolidation.** If the Lands are subdivided or consolidated at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act*, then upon the deposit of a plan of subdivision, strata plan, consolidation plan or similar plan or application as the case may be the rights, benefits, burdens, obligations, and covenants contained in this Agreement will continue to charge each of the new parcels, lots, or other subdivided or consolidated parcels and areas so created.
- 5.12 **Including.** The word "including", when following any general statement, term, or matter, is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following, or to similar items; rather, such general statement, term, or matter is to be

construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

- 5.13 **Covenant Runs with the Lands.** This Agreement will charge the Lands pursuant to Section 219 of the *Land Title Act* and will run with the Lands and bind the Lands and every part or parts of the Lands. Any transferee of any part of the Lands will automatically be deemed, by acceptance of title to the Lands, or any part thereof, to have assumed all obligations in this Agreement, including (without limitation) the indemnity and release in Sections 3.3(a) and (b), 4.2 and 4.3.
- 5.14 **Disposal of the Lands.** No Owner shall be liable under any breach of any covenants and agreements contained herein after such Owner ceases to have any further interest in the Lands.
- 5.15 **Personal Representatives and Successors.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
- 5.16 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
- 5.17 **Gender and Number.** Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require.
- 5.18 **Priority.** The UD South Owners and the UD North Owners shall at the sole expense of the UD South Owners and the UD North Owners, as applicable, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands at the Land Title Office save and except those specifically approved in writing by the City.
- 5.19 **Further Assurances.** The Owners shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement including acts necessary to effect an assignment pursuant to Section 5.2.
- 5.20 **Counterparts.** This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party any originally executed copy of this Agreement forthwith upon request by the other party.
- 5.21 **Entire Agreement.** This Agreement represents the entire agreement between the City and the Owners regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.

IN WITNESS WHEREOF the parties hereto have executed the Form C attached to this Agreement as of the day, month and year first above written.

## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number CA8092116 and the Assignment of Rents registered under number CA8092117;
- (b) **“Existing Chargeholder”** means HSBC Bank Canada;
- (c) **“New Charges”** means the Easement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the UD South Owners and the UD North Owners granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the UD South Owners and the UD North Owners had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.



## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (e) **"Existing Charges"** means the Mortgage registered under number CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents registered under number CA7262089 (as extended by CA7580817);
- (f) **"Existing Chargeholder"** means Aviva Insurance Company of Canada;
- (g) **"New Charges"** means the Easement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (h) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the UD South Owners and the UD North Owners granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the UD South Owners and the UD North Owners had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

**EXHIBIT "EE"**

**FINAL CO-OPERATIVE CARSHARING AGREEMENT**

[See Attached]

## CO-OPERATIVE CARSHARING AGREEMENT

### *University District North and South*

**THIS AGREEMENT** made the 20<sup>th</sup> day of June, 2023,

**BETWEEN:**

**MODO CO-OPERATIVE**

200 - 470 Granville Street  
Vancouver, BC  
V6C 1V5

(**"Modo"**)

**AND:**

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

(Inc. No. BC914328)  
1201 - 838 West Hastings Street  
Vancouver, BC  
V6C 0A6

(**"Developer"**)

**WHEREAS:**

- A. Developer is the registered owner of those certain lands located at, and civically known as, 13419 and 13425 104<sup>th</sup> Avenue and 13410, 13420, 13430, 13440 and 13444 105<sup>th</sup> Avenue in the City of Surrey, in the Province of British Columbia and legally described as follows:

PID: 030-861-918, legal lot description Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101,

(**"Lot A"**)

PID: 030-861-926, legal lot description Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(**"Lot B"**, and together with Lot A, the **"Lands"**);

- B. Pursuant to the terms of each declaration of bare trust and agency agreement, the Developer holds the Lands, respectively, as bare trustee and nominee for and on behalf of: (i) BlueSky Properties (UD North) Inc., the beneficial owner of Lot A, and (ii) BlueSky Properties (UD South) Inc., the beneficial owner of Lot B;

- C. Developer has cause to be constructed two (2) strata residential buildings (“**Building A**” and “**Building B**” and together, the “**Development**”) containing a total of 753 homes and a ground-level retail unit in Building B;
- D. It is intended that upon the completion of construction of Building A, the Lands will be subdivided by way of an airspace parcel plan, which will be further stratified by a strata plan (the “**Building A Strata Plan**”) pursuant to the *Strata Property Act* (as defined below) in order to create 322 residential strata lots (collectively, the “**Building A Strata Lots**”, and each a “**Building A Strata Lot**”);
- E. It is further intended that upon the completion of construction of Building B, the Lands will be subdivided by way of an airspace parcel plan, which will be further stratified by a strata plan (the “**Building B Strata Plan**”) pursuant to the *Strata Property Act* in order to create 431 residential strata lots (collectively, the “**Building B Strata Lots**”, and each a “**Building B Strata Lot**”);
- F. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- G. The Developer has elected in its sole discretion to provide one (1) co-operative vehicle (the “**Shared Vehicle**”) in connection with the Development and to be available as part of a service to share the use of the Shared Vehicle (the “**Carsharing Program**”);
- H. Accordingly, the Developer has designated one (1) parking space at the Development for the exclusive use of the Shared Vehicle (the “**Shared Vehicle Parking Space**”) in such location as described in Section 3.1, and as shown in Schedule A hereto, and free-of-charge to Modo;
- I. Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space and will make the Shared Vehicle available for use in accordance with the terms of this Agreement;
- J. Modo will, at its cost, operate, maintain, repair and insure the Shared Vehicle and administer the service to share the Shared Vehicle (collectively, the “**Services**”);
- K. Developer and Modo intend that the Shared Vehicle will be available for use by all members of Modo (collectively, the “**Modo Members**” and each a “**Modo Member**”), including the Residents who become Modo Members; and
- L. Developer and Modo wish to set out in this Agreement the terms and conditions of the Carsharing Program as it pertains to the Development.

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

## ARTICLE 1 - DEFINITIONS

- 1.1 Definitions. In this Agreement, the following terms have the following meanings:
- (a) “**Agreement**” means this agreement, any schedules attached hereto which are referred to in this agreement, and every properly executed instrument which by its terms amends, modifies, supplements, or extends this agreement;
  - (b) “**Arbitrator**” has the meaning set out in section 13.1(d);
  - (c) “**Building A**” has the meaning set out in Recital C;
  - (d) “**Building A Strata Corporation**” means the strata corporation to be formed pursuant to the *Strata Property Act* upon deposit of the Building A Strata Plan at the New Westminster Land Title Office;
  - (e) “**Building A Strata Lots**” has the meaning set out in Recital C;
  - (f) “**Building A Strata Plan**” has the meaning set out in Recital C;
  - (g) “**Building B**” has the meaning set out in Recital B;
  - (h) “**Building B Strata Corporation**” means the strata corporation to be formed pursuant to the *Strata Property Act* upon deposit of the Building B Strata Plan at the New Westminster Land Title Office;
  - (i) “**Building B Strata Lots**” has the meaning set out in Recital E;
  - (j) “**Building B Strata Plan**” has the meaning set out in Recital E;
  - (k) “**Carsharing Program**” has the meaning set out in Recital G;
  - (l) “**Commencement Date**” means the date on which the Occupancy Permit is issued by the Municipality;
  - (m) “**Developer**” means the party defined as Developer on the first page of this Agreement and any of its heirs, executors, administrators, successors, assigns, subsidiaries or nominees who may assume Developer’s right, title or interest in the Development and/or this Agreement from Developer named herein, and expressly includes any person which may manage or operate the Development for Developer from time to time;
  - (n) “**Development**” has the meaning set out in Recital C;
  - (o) “**Driving Credits**” has the meaning set out in section 7.2;

- (p) **“Estimated Occupancy Date”** has the meaning set out in section 3.5;
- (q) **“EV Station”** means one (1) electric vehicle charging station (which specifications are defined in Schedule B) to be provided, installed, maintained and/or replaced by Developer, at Developer’s sole cost, to be used for the sole purpose of charging the Shared Vehicle, and to be located in or directly adjacent to the Shared Vehicle Parking Space;
- (r) **“Lands”** has the meaning set out in Recital A;
- (s) **“Marketing Program”** has the meaning set out in section 7.2;
- (t) **“Mediator”** means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;
- (u) **“Membership Holders”** means, collectively, the Building A Strata Corporation and the Building B Strata Corporation, and **“Membership Holder”** means any one of them;
- (v) **“Membership Shares”** means membership shares in Modo;
- (w) **“Modo Members”** has the meaning set out in Recital J;
- (x) **“Municipality”** means the City of Surrey;
- (y) **“Occupancy Permit”** means the first occupancy permit issued by the Municipality in respect of the Development, and for clarity a separate occupancy permit will be issued for each of Building A and Building B;
- (z) **“Partner User”** means a Resident (as defined below) who benefits from Modo membership privileges by way of the Partnership Membership;
- (aa) **“Partnership Membership”** means the Membership Holders membership in Modo by way of ownership of the Subject Shares (as defined in section 2.1);
- (bb) **“Project Fee”** has the meaning set out in section 2.1;
- (cc) **“Residents”** means, collectively, the residents of the Development and **“Resident”** means any one of them and, for greater certainty, **“Residents”** includes any of the following persons who are residents of the Development: owners of Strata Lots and tenants of Strata Lots;
- (dd) **“Rules”** has the meaning set out in section 5.4(a);
- (ee) **“Services”** has the meaning set out in Recital J;
- (ff) **“Shared Vehicle”** has the meaning set out in Recital G;

- (gg) “**Shared Vehicle Deployment Sequence**” has the meaning set out in section 6.4;
- (hh) “**Shared Vehicle Minimum Term**” means the term of three (3) years for the Shared Vehicle, commencing from the later of the Commencement Date or the first date that the Shared Vehicle is made available for use by Modo Members at the Shared Vehicle Parking Space;
- (ii) “**Shared Vehicle Parking Space**” has the meaning set out in Recital G;
- (jj) “**Strata Corporations**” means, collectively, the Building A Strata Corporation and the Building B Strata Corporation, and “**Strata Corporation**” means any one of them;
- (kk) “**Strata Lots**” means, collectively, the Building A Strata Lots and the Building B Strata Lots, and “**Strata Lot**” means any one of them;
- (ll) “**Strata Plans**” means, collectively, the Building A Strata Plan and the Building B Strata Plan, and “**Strata Plan**” means any one of them;
- (mm) “**Strata Property Act**” means S.B.C. 1998, c. 43, as amended, restated or replaced from time to time;
- (nn) “**Subject Shares**” has the meaning set out in section 2.1;
- (oo) “**Sustainable Usage Levels**” means the level of use of the Shared Vehicle by Modo Members that remains cost-effective to meet Modo’s usage goals; and,
- (pp) “**Term**” means the term of this Agreement as described in section 9.1.

## **ARTICLE 2 - PROJECT FEE**

- 2.1 At least fifteen (15) days prior to Estimated Occupancy Date, Developer will pay to Modo the aggregate sum of \$29,000.00 plus GST (the “**Project Fee**”), representing the following:
  - (a) \$1,000.00 for the purchase of one hundred (100) Membership Shares (the “**Subject Shares**”); and
  - (b) the Project Fee minus \$1,000.00 to be used by Modo toward the ownership costs of the Shared Vehicle.
- 2.2 Upon payment of the Project Fee, Modo will issue the Subject Shares to Developer and will issue a receipt to Developer confirming payment of the Project Fee to Modo.

- 2.3 Developer agrees that Modo will not be under any obligation whatsoever to provide the Services or issue the Subject Shares if Modo has not received full payment of the Project Fee from Developer by the required deadline set out in section 2.1 of this Agreement.
- 2.4 If the Occupancy Permit is issued later than in the year 2023, the Project Fee will increase by 4% for each year thereafter, on January 1<sup>st</sup> of such year and until the Occupancy Permit is issued, including the year the Occupancy Permit is issued.

### **ARTICLE 3 - BENEFITS AND OBLIGATIONS OF DEVELOPER**

- 3.1 Developer agrees to designate the Shared Vehicle Parking Space for the exclusive use of Modo, in compliance with the standards set out in Schedule B and free-of-charge to Modo from the Commencement Date and throughout the Term. For clarity, the Shared Vehicle Parking Space is located in the exterior ground-level auto courtyard on Lot B (the “**Auto Courtyard**”) as shown outlined in green on Schedule A hereto, and is designated for shared use by the owners, occupants and visitors of Lot A and Lot B (together with other shared parking stalls in the Auto Courtyard) pursuant to an easement agreement registered over title to Lot B in favour of Lot A. The Auto Courtyard is subject to the bylaws, rules and regulations of the Strata Corporations.
- 3.2 Developer agrees that throughout the Term, subject to section 11.5, the Shared Vehicle Parking Space will be accessible to Modo Members on a 24 hours a day, 7 days a week basis.
- 3.3 Developer permits Modo to directly authorize removal of unauthorized vehicles parked in the Shared Vehicle Parking Space through the towing company contracted by Developer, or a towing company of Modo's choice in the event there is not a designated contractor or if that contractor is unavailable. Any unauthorized vehicle parked in the Shared Vehicle Parking Space may be removed by Modo at the vehicle owner's risk and expense.
- 3.4 Developer agrees that within three (3) months after the Commencement Date and throughout the Term, the EV Station will be operational and designated for the exclusive use of Modo.
- 3.5 At least fifteen (15) days prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer will provide written notice to Modo of such estimated date (the “**Estimated Occupancy Date**”).
- 3.6 Promptly upon issuance of the Occupancy Permit, Developer will further provide Modo with written notice of the Commencement Date.
- 3.7 Upon completion of Developer's obligations under section 2.1 and assumption of this Agreement by the Membership Holders pursuant to sections 4.1 and 4.2, Developer will cause the Subject Shares, which together form the Partnership



Membership, to be transferred to and registered in the name of the Membership Holders and the Membership Holders will hold the Subject Shares on behalf of and for the benefit of the Residents, subject to section 5.4.

- 3.8 Developer warrants that it will cause its subsidiaries and any party which may manage or operate the Development from time to time to comply with the terms of this Agreement and will cause any of its successors or permitted assigns to enter into an assumption agreement, provided that, upon such assumption, Developer will be released of its obligations hereunder to the extent its obligations are so assumed.

#### **ARTICLE 4 - ASSUMPTION BY MEMBERSHIP HOLDERS**

- 4.1 Upon the filing of the Building A Strata Plan, Developer will:
- (a) assign the Developer's interest in and to this Agreement to the Building A Strata Corporation;
  - (b) cause the Building A Strata Corporation to assume: (i) Developer's covenants and obligations under this Agreement as it relates to the Development; and (ii) any other covenants and obligations under this Agreement as it relates to the Development which are expressly identified as covenants or obligations of the Building A Strata Corporation or the Membership Holders; and
  - (c) transfer an undivided 1/2 interest in and to the Subject Shares to the Building A Strata Corporation concurrently with such assumption, and Modo hereby consents to such transfer.
- 4.2 Upon the filing of the Building B Strata Plan, Developer will:
- (a) assign the Developer's interest in and to this Agreement to the Building B Strata Corporation;
  - (b) cause the Building B Strata Corporation to assume: (i) Developer's covenants and obligations under this Agreement as it relates to the Development; and (ii) any other covenants and obligations under this Agreement as it relates to the Development which are expressly identified as covenants or obligations of the Building B Strata Corporation or the Membership Holders; and
  - (c) transfer an undivided 1/2 interest in and to the Subject Shares to the Building B Strata Corporation concurrently with such assumption, and Modo hereby consents to such transfer.
- 4.3 Effective upon the assumption of this Agreement by the Membership Holders pursuant to sections 4.1 and 4.2, Developer and its nominees, subsidiaries and other affiliates will have no further obligations or liabilities whatsoever hereunder.

## ARTICLE 5 - BENEFITS AND OBLIGATIONS OF THE MEMBERSHIP HOLDERS

- 5.1 The parties agree that, following the transfers described in sections 4.1 and 4.2, Subject Shares will be registered in the names of the Membership Holders jointly. The Membership Holders will be the joint legal owners of all the Subject Shares, and their beneficial interest will vest in the Residents in accordance with this Agreement.
- 5.2 The Subject Shares, and the benefit of the Partnership Membership, will not be allocated or divided in any manner as between the Residents, and there will be no limit on the number of Residents of Strata Lots that may apply to be Partner Users at any given time (subject to the overall limit on the number of Partner Users set out in section 6.1).
- 5.3 The parties agree that the Residents will not automatically become Modo Members and must apply to join Modo and meet Modo's membership requirements in order to be eligible to use the Shared Vehicle and participate in the Carsharing Program.
- 5.4 The Membership Holders agree on behalf of their respective Residents that, upon assuming this Agreement, they will:
  - (a) administer the Partnership Membership in accordance with the rules set out in Schedule C hereto (the "**Rules**");
  - (b) use reasonable commercial efforts to make available to their respective Residents the Rules; and
  - (c) at all times retain joint ownership of the Subject Shares.
- 5.5 Every six (6) months during the Term (commencing within six (6) months after the Commencement Date), Modo will:
  - (a) provide the Building A Strata Corporation in writing with the name of each Partner User who provided Modo with the address of a Building A Strata Lot as that Partner User's residential address; and
  - (b) provide the Building B Strata Corporation in writing with the name of each Partner User who provided Modo with the address of a Building B Strata Lot as that Partner User's residential address.
- 5.6 Within thirty (30) days after receipt of the information, referred to in section 5.5, each of the Membership Holders will confirm to Modo in writing which of their respective Partner Users have, to the best of the applicable Membership Holders' knowledge, ceased to be Residents, and Modo will cancel such Partner Users' benefits of the Partnership Membership and such former Residents will cease to be Partner Users.

- 5.7 The Membership Holders agree to pay for the electricity withdrawn from the EV Station when due and Modo will reimburse the Membership Holders in accordance with section 6.15.
- 5.8 No Membership Holder will be liable hereunder for any breach of this Agreement by the other Membership Holder, and any Membership Holder which breaches this Agreement will be solely liable for such breach.

## **ARTICLE 6 - BENEFITS AND OBLIGATIONS OF MODO**

- 6.1 Modo agrees that the Partnership Membership will allow up to a maximum number of Residents to be Partner Users at any given time, such maximum number to be equal to the Project Fee paid hereunder at such given time divided by \$500, rounded down to the closest whole number. For greater certainty, once the foregoing number of Partner Users has been reached, no other Resident may become a Partner User unless an existing Partner User ceases to be a Partner User.
- 6.2 Any number of Residents of any given Strata Lot may apply to Modo to become Partner Users, and each such Resident who becomes a Partner User will count as a separate Partner User for the purposes of the limit set out in section 6.1.
- 6.3 Modo covenants and agrees that the Partnership Membership will grant Partner Users the benefit of usage of Modo vehicles at the same usage rates as shareholders of Modo but without voting rights.
- 6.4 Modo will use the Project Fee, less the amount required to purchase the Subject Shares, toward the ownership costs of one (1) new four-wheeled automobile with electric motorization, provided that Modo may temporarily use new four-wheeled automobile with internal combustion engine as the Shared Vehicle if Modo is unable to procure and deliver a new four-wheeled automobile with electric motorization within the time period set out in the deployment sequence of the Shared Vehicle (the “**Shared Vehicle Deployment Sequence**”) as set out in Schedule D hereto. In the event that Modo is temporarily using a four-wheeled automobile with internal combustion engine as the Shared Vehicle, Modo will use reasonable commercial efforts to replace such automobile with a new four-wheeled automobile with electric motorization as soon as possible after the Commencement Date at no additional cost to Developer or the Membership Holders.
- 6.5 Forthwith upon the purchase of the Shared Vehicle, Modo will provide Developer with a copy of the Shared Vehicle’s registration evidencing that the Shared Vehicle is registered in the name of Modo together with proof of insurance.
- 6.6 Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space and will make the Shared Vehicle available for use by Modo Members in accordance

with the terms of this Agreement and pursuant to the Shared Vehicle Deployment Sequence.

- 6.7 In the event that the Occupancy Permit is not issued within thirty (30) days after the Estimated Occupancy Date, Modo reserves the right to park the Shared Vehicle at another location suitable for its use within the Carsharing Program and make it available for use by Modo Members, provided always that Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space by no later than the date(s) set out in the Shared Vehicle Deployment Sequence.
- 6.8 Modo agrees to provide the Shared Vehicle for the use of Modo Members and to cause the Shared Vehicle to be parked in the Shared Vehicle Parking Space at all times when not in use by a Modo Member and when not being repaired or serviced.
- 6.9 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicle during the Term.
- 6.10 The parties agree that Modo will not be responsible for any costs related to the use of and access to the Shared Vehicle Parking Space during the Term, including, without limitation, the maintenance of the Shared Vehicle Parking Space.
- 6.11 Notwithstanding the foregoing, Modo must promptly and at its own expense clean up any oil or other substance which spills or leaks from a Shared Vehicle into or onto any part of the Development, failing which Developer may clean up such spill or leak, and Modo will, forthwith on demand reimburse Developer for the cost thereof.
- 6.12 Modo will at its sole expense provide Developer with appropriate signage for the Shared Vehicle Parking Space.
- 6.13 Modo will be solely responsible for providing and paying for the Services, including but not limited to the operation, administration, maintenance, repair, replacement and insurance costs in respect of the Shared Vehicle and the Carsharing Program in a prudent manner. If the Shared Vehicle is damaged beyond repair during the Shared Vehicle Minimum Term, then Modo will promptly replace such Shared Vehicle with a vehicle of at least equivalent value and function and such replacement vehicle will constitute the Shared Vehicle for all purposes hereunder.
- 6.14 The parties agree that Developer and the Membership Holders will not be responsible for any costs associated with the Shared Vehicle, the Carsharing Program or the Services, including, without limitation, any applicable taxes or delivery fees in respect of the purchase of the Shared Vehicle or any user or membership fees of any of the Residents, other than the payment of the Project

- Fee and the maintenance, use of and access to the Shared Vehicle Parking Space and EV Station.
- 6.15 Modo will reimburse the Membership Holders the amount paid by the Membership Holders for the electricity withdrawn from the EV Station, based on data logs and reports from the EV Station. The reimbursement will be made in arrears on a yearly basis, starting on the Commencement Date or such other date as may be agreed upon by the Membership Holders and Modo.
  - 6.16 Modo reserves the right to temporarily relocate the Shared Vehicle parked from the Shared Vehicle Parking Space if the Shared Vehicle Parking Space cannot be used as contemplated in section 3.1 or 3.2 and for a duration greater than twenty-four (24) consecutive hours, provided that once the Shared Vehicle Parking Space is available for use as contemplated in sections 3.1 and 3.2, Modo will promptly the Shared Vehicle back to the Shared Vehicle Parking Space.
  - 6.17 Modo reserves the right to temporarily relocate the Shared Vehicle parked in the Shared Vehicle Parking Space if s the EV Station cannot be used as contemplated in section 3.4 for a duration greater than twenty-four (24) consecutive hours, provided that once the EV Station is available for use as contemplated in section 3.4, Modo will promptly return the Shared Vehicle back to the Shared Vehicle Parking Space.
  - 6.18 Modo will provide orientation to all Residents wishing to participate in the Carsharing Program.
  - 6.19 Modo will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.
  - 6.20 Modo confirms and agrees that, in accordance with Modo's membership documentation, each Resident will be individually responsible for any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's participation in the Services or otherwise arising from the Subject Shares of, or membership in, Modo held by the Membership Holders or their respective affiliates, subsidiaries, successors or assigns.
  - 6.21 Modo represents and warrants that there are no other obligations associated with the holding of the Subject Shares by the Membership Holders beyond those which are contemplated in this Agreement, in the Rules, or at law.

## **ARTICLE 7 - MARKETING AND ASSESSMENT**

- 7.1 Modo acknowledges that the Strata Lots will be occupied by Residents that will change over time.

- 7.2 Modou will establish a marketing program (the “**Marketing Program**”) where Modou will, within fifteen (15) days following the Commencement Date, credit \$100 of driving credits (“**Driving Credits**”) to the Modou account of each Resident who becomes a Modou Member for the first time, which Driving Credits will only be applied to fees for usage of Modou vehicles, for the duration of the Term.
- 7.3 Modou will allow each commercial tenant occupying a commercial space within the Development to open a Modou business account and register its employees as business drivers without incurring membership and registration fees.
- 7.4 Throughout the duration of the sale and closing stages of the Development, Developer agrees to communicate the benefits of the Carsharing Program to prospective residents and Residents. This will be done through Developer’s existing communications channels such as email, website, collateral, sales agents and property managers, with the intent to raise awareness and usage of the Services, and with the information and materials in support provided by Modou, including:
- (a) a short description of Modou, the Services, the Driving Credits and the Partnership Membership on the Development’s website (if applicable);
  - (b) to the extent permitted by law, a direct email or mail to the Residents shortly after such Residents have moved into the Development, with a link to a dedicated “welcome” page on Modou’s website;
  - (c) to the extent permitted by law, a follow up direct email or mail to the Residents six (6) months after first occupation of the Development, with a link to a dedicated “welcome” page on Modou’s website; and
  - (d) a small notice (sticker or poster) in a prominent location (i.e. elevator, community room), providing a short description of the Services, the Driving Credits and the Partnership Membership,

and the Membership Holders consent and agree to the foregoing and will take such steps as reasonably required to assist Developer in carrying out the foregoing obligations.

- 7.5 From the date of this Agreement until the termination of this Agreement, Developer and Modou will allow use of each other’s graphics in advertising and promotional activities conducted by either party. Such use of graphics must be in a manner whereby the graphics remain in their original form and each party will use the most recent version of the other party’s graphics (as approved by each party in writing).
- 7.6 Developer and Modou will only use each other’s wordmarks, logos or trade names pursuant to section 7.5 solely in connection with activities relating to the

Development. Any other use must receive the prior written approval of each party (by mail or electronic mail).

- 7.7 The Membership Holders will permit Modo to assess, not more than once a year, the impacts of its Services by facilitating the administration of assessment measures including, but not limited to (and to the extent permitted by law), the distribution of emails, surveys and questionnaires for their respective Residents relative to the Services, provided that the Residents, in their sole discretion, may elect not to participate in any such assessment measures.

#### **ARTICLE 8 - SECURITY INTEREST**

- 8.1 Subject to receipt of the Project Fee, Modo agrees to grant to Developer a security interest in the Shared Vehicle and to execute and deliver to Developer a security agreement in substantially the form attached as Schedule E hereto.
- 8.2 Modo acknowledges and agrees that Developer may register a security interest in the Shared Vehicle for a term equal to the Shared Vehicle Minimum Term in the British Columbia Personal Property Registry.

#### **ARTICLE 9 - NO FIXED TERM**

- 9.1 The term (the "**Term**") will commence on the date this Agreement is executed by the parties. This Agreement will not have a fixed term and will continue in full force and effect until terminated in accordance with the terms hereof provided that Modo agrees to provide the Services for a minimum term equal to the Shared Vehicle Minimum Term.

#### **ARTICLE 10 - MUTUAL REPRESENTATIONS**

- 10.1 Each party represents and warrants to the other that:
- (a) it is an entity duly organized and validly existing under the laws of its jurisdiction of organization or incorporation;
  - (b) it has the requisite power and authority to enter into this Agreement and to carry out its obligations under this Agreement; and
  - (c) such party's obligations under this Agreement constitute legal, valid and binding obligations, enforceable against such party in accordance with the terms herein.

#### **ARTICLE 11 - TERMINATION AND AMENDMENT**

- 11.1 Developer and Modo agree that, if after execution of this Agreement, Developer does not receive approval for a development permit, a building permit or any other permit necessary to construct and complete the Development from the Municipality then Developer will give notice of same and thereafter this

Agreement will terminate and both parties will be relieved of their obligations herein, except as expressly set out herein.

- 11.2 No amendment, addition, deletion or other modification to this Agreement will be effective unless in writing and signed by each party.
- 11.3 Notwithstanding sections 11.2 and 11.3, Modo reserves the right to make reasonable amendments to the rules governing the Membership Shares and ownership of the Subject Shares as set out in Schedule C, so long as such changes apply equally to all Residents. Upon any amendments, Modo will immediately notify the Membership Holders, following which the Membership Holders will notify their respective Residents of such amendments.
- 11.4 Developer and Modo agree that, if the usage of the Shared Vehicle falls below Sustainable Usage Levels, and only after the Shared Vehicle Minimum Term has expired, Modo may exercise its right, in its sole discretion, to: (i) replace the Shared Vehicle with any vehicle of Modo's choice, or (ii) relocate the Shared Vehicle from the Shared Vehicle Parking Space, in each case so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.
- 11.5 In the event of relocation of the Shared Vehicle pursuant to section 11.5, then the Shared Vehicle Parking Space will no longer need to be made available to Modo and sections 3.1 to 3.4, 5.7, 6.8, 6.9, 6.12 and 6.15 will cease to apply, and Modo will not be obligated hereunder to provide the Services or make the Shared Vehicle available for use of Residents, but, for greater certainty, the Partnership Membership will continue in effect. For the avoidance of doubt, in the event of a replacement of the Shared Vehicle pursuant to section 11.5, this section 11.6 will not apply.
- 11.6 If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, either of the parties may terminate this Agreement and in such case Modo will cancel the Subject Shares held by the Membership Holders, and the Membership Holders will not be entitled to a refund of the purchase price paid for the Subject Shares or any part thereof.
- 11.7 Either party will have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.

#### **ARTICLE 12 - DEFAULT**

- 12.1 A party claiming default under the terms of this Agreement must provide the defaulting party with written notice of the default. If the defaulting party fails to correct the default within thirty (30) days of receipt of such written notice, the party claiming default may deliver notice of dispute in accordance with section 13.1(a) and proceed with the dispute resolution procedures provided for in ARTICLE 13 -.



## ARTICLE 13 - DISPUTE RESOLUTION

- 13.1 If a dispute arises between the parties in connection with this Agreement, then Developer and Modo agree to use the following procedure to resolve the dispute:
- (a) the party initiating the dispute will send a notice of dispute in writing to the other party which notice will contain the particulars of the matter in dispute and the relevant provisions of this Agreement and the responding party will send a notice of reply in writing to the other party to the dispute within ten (10) days after receipt of the notice of dispute, setting out particulars of its response and any relevant provisions of the Agreement;
  - (b) if the dispute remains unresolved for thirty (30) days after a notice of dispute has been issued as per section 13.1 (a)., or if a default is not cured within thirty (30) days after either party notifies the other of such default, the parties will agree upon and appoint a Mediator for the purpose of mediating such dispute. The appointment of the Mediator will be carried out in accordance with the terms and conditions of an agreement to be entered into between the parties and the Mediator which will set out the terms of reference for the engagement of the Mediator. The Mediator will conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator. If the parties fail or neglect to agree upon a Mediator within ten (10) days following the end of the relevant 30-day period referred above, the dispute will be resolved by an Arbitrator (as defined below) in accordance with section 13.1(d). No individual with any direct or indirect interest in the subject matter of this Agreement or any direct or indirect interest in the parties to this Agreement may be appointed as a Mediator;
  - (c) if the dispute has not been resolved within ten (10) days after the Mediator has been appointed under section 13.1(b), or within such further period agreed to by the parties, the Mediator will terminate the mediated negotiations by giving notice in writing to both parties;
  - (d) except for claims for injunctive relief, all claims and disputes between the parties to this Agreement arising out of or relating to this Agreement which are not resolved by the Mediator in accordance with section 13.1, will be decided by final and binding arbitration before a single arbitrator (the “**Arbitrator**”) in accordance with the *Arbitration Act* (British Columbia). The parties will agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator will be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator will not have any direct or indirect interest in the subject matter of the Development or any direct or indirect interest in either party or subsidiaries of the parties to this Agreement. No arbitration arising out of or relating to this Agreement will include, by consolidation or joinder or in any other manner, an additional

person not a party to this Agreement, except by written consent containing specific reference to this Agreement and signed by each party and any other person sought to be joined. This provision will be specifically enforceable in any Court of competent jurisdiction;

- (e) the parties covenant and agree that the Arbitrator appointed hereunder will have the power to, among other things, specifically declare that a party to this Agreement is in default of the terms of the Agreement and, in appropriate circumstances, declare that the Agreement is terminated and award damages for breach of contract or otherwise;
  - (f) an award or order rendered by the Arbitrator will be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction within the Province of British Columbia;
  - (g) unless otherwise agreed in writing by the parties, the parties will continue to meet their obligations under this Agreement while the mediation and arbitration processes are continuing; and
  - (h) the parties will each bear their own costs in connection with the foregoing and all costs of any mediation or arbitration (including the cost of the Mediator and the Arbitrator) will be shared equally by the parties.
- 13.2 The dispute resolution provisions of section 13.1 will survive termination of this Agreement in respect of any dispute resolution process that is commenced under section 13.1 prior to the date of termination.

#### **ARTICLE 14 - NOTICES**

- 14.1 Notices under this Agreement will be given in writing by personal delivery or by email to the following addresses or electronic mail addresses set out below:
- (a) Developer:
    - 1201 - 838 West Hastings, Vancouver, British Columbia V6C 0A6
    - Email: [bcurre@bosaproperties.com](mailto:bcurre@bosaproperties.com)
  - (b) Modo
    - 200 – 470 Granville Street, Vancouver, BC, V6C 1V5
    - Email: [info@Modo.coop](mailto:info@Modo.coop)
- 14.2 All notices will be deemed to have been delivered on the date of delivery, if delivered, and on the next business day following, if emailed.

- 14.3 Addresses for notices may be amended by written notice from one party to the other.

#### **ARTICLE 15 - ASSIGNMENT**

- 15.1 Neither party will transfer or assign this Agreement to any other party without the prior written consent of the parties to this Agreement, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Developer may assign this Agreement to the Strata Corporations without Modo's prior consent but on notice to Modo, which notice will include the contact information of the parties to which the Agreement is being assigned.

#### **ARTICLE 16 - INDEMNITY**

- 16.1 Each party agrees to indemnify and save harmless the other party from and against all losses, costs, damages, suits, actions, causes of action, claims or demands in any way resulting from, connected with or arising out of the first party's breach of its obligations under this Agreement. This section 16.1 will survive the termination of the Agreement.

#### **ARTICLE 17 - GENERAL**

- 17.1 Nothing in this Agreement nor the acts of the parties will be construed, implied or deemed to create an agency, partnership or joint venture relationship between the parties. Neither party has the right or authority to, and will not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 17.2 This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
- 17.3 Any provision of this Agreement that is or becomes unenforceable will be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof.
- 17.4 Any waiver or consent will be effective only in the instance and for the purpose for which it is given. No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will constitute a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise thereof or the exercise of any other right, power or privilege.

- 17.5 This Agreement will enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, respective successors and permitted assigns.
- 17.6 The parties will at all times do, execute, acknowledge and deliver such acts, deeds, agreements and other instruments as may be reasonably necessary or desirable to give full force and effect to the terms of this Agreement.
- 17.7 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein and each party irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.

***[Remainder of page intentionally left blank; signature page to follow.]***

17.8 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means will be equally effective as delivery of a manually executed counterpart thereof.

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

**By Modo:**

**MODO CO-OPERATIVE**, by its authorized signatory

By:   
Name: Patrick Nangle  
Title: CEO

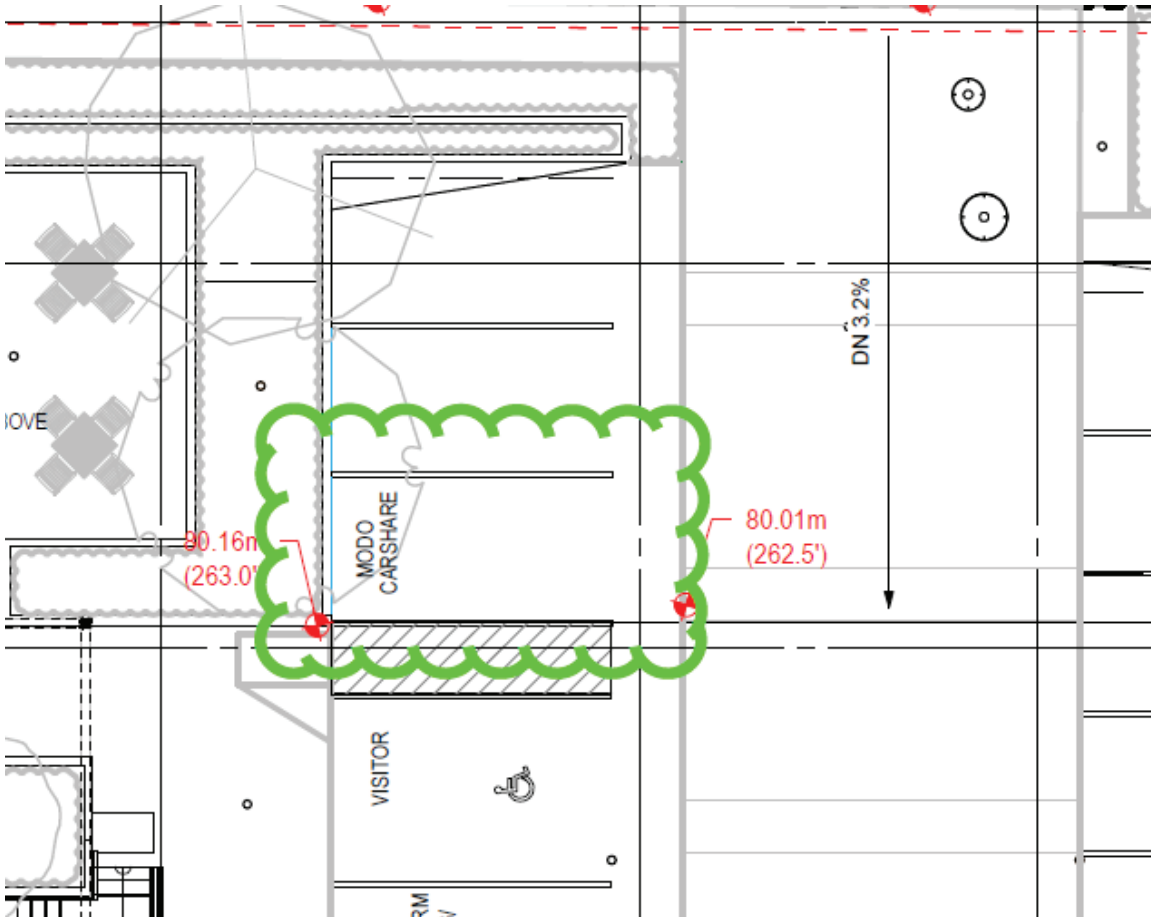
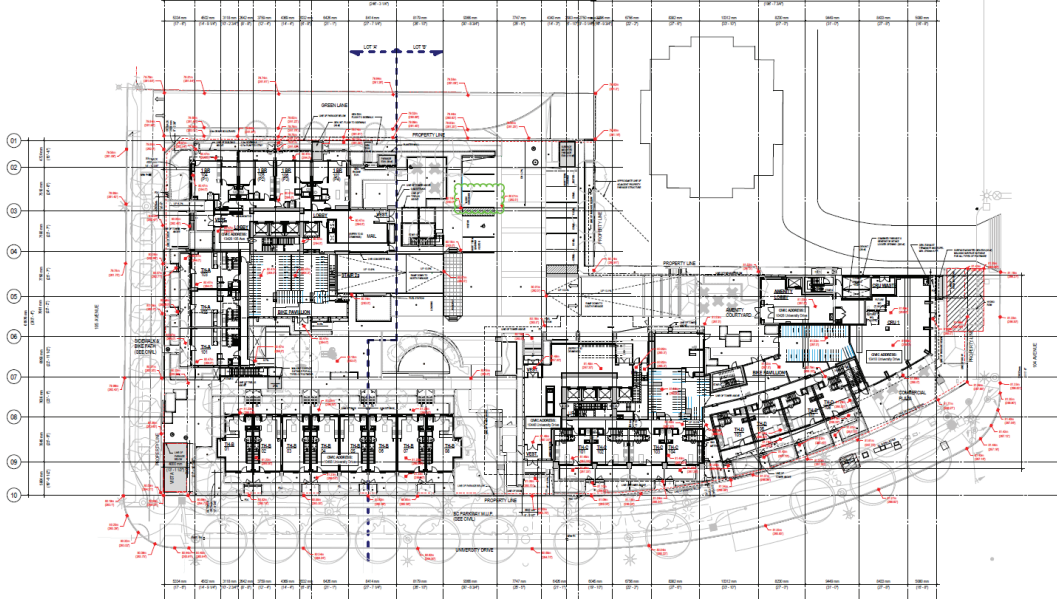
**By Developer:**

**BLUESKY PROPERTIES (UD LANDS) INC.**,  
by its authorized signatory

By:   
Name: Nathaniel Funk  
Title: VP, Development

**SCHEDULE A  
SHARED VEHICLE PARKING SPACE**

**LOCATION IN AUTO COURTYARD ON LOT B**



## **SCHEDULE B**

### **CONSTRUCTION STANDARDS FOR SHARED VEHICLE PARKING SPACE**

The Shared Vehicle Parking Space shall be constructed to the satisfaction of the General Manager of the City of Surrey Engineering Department and the Building Inspector of the City of Surrey where the Shared Vehicle Parking Space is being constructed, and in accordance with the following specifications and requirements:

#### **1. General**

The Shared Vehicle Parking Space shall be constructed, finished and designated in accordance with applicable municipal building permits, by-laws, policies and guidelines, including the municipal standards as required by the Parking By-law and Building By-law applying to the property upon which the Shared Vehicle Parking Space is being constructed.

#### **2. Dimensions**

The Shared Vehicle Parking Space dimensions shall be standardized:

- The minimum height shall be 2.0 meters.
- The minimum width shall be 2.9 meters.
- The minimum length shall be 5.5 meters.

Tandem parking shall not be permitted. Perpendicular and angle parking shall be preferred.

Where one side of a Shared Vehicle Parking Space abuts any portion of a fence or structure, there shall be a horizontal clearance of at least 30 centimetres between such side of the Shared Vehicle Parking Space and the said fence or structure.

#### **3. Location**

It is preferred to locate the Shared Vehicle Parking Space at either street level or lane level. If locating the Shared Vehicle Parking Space at street level or lane level is not feasible, the Shared Vehicle Parking Space shall be located at the parking level of the parkade closest to the street level, second only in selection to the siting of disability parking spaces.

If the Shared Vehicle Parking Space is located underground or above ground, the location of the Shared Vehicle Parking Space will be chosen to ensure the greatest possible visibility of the space and most convenient access to the building, second only in selection to the siting of disability parking spaces.

When several Shared Vehicle Parking Spaces are provided, the spaces shall be located next to each other or in close proximity.

#### **4. Access**

Permitted users of the Shared Vehicle to be parked on the Shared Vehicle Parking Space must have the ability to access the Shared Vehicle Parking Space 24 hours a day, 7 days a week.

The procedure for permitted users to self-access the Shared Vehicle Parking Space by foot when the Shared Vehicle Parking Space is located in a gated parkade shall consist in typing a code on a keypad or swiping a key fob on a fob reader. The procedure shall be simple and consistent to prevent access disruption.

In the event that a keypad is being used to provide access to the Shared Vehicle Parking Space, it should be possible to change the code of the keypad over time.

The procedure for permitted users to depart from and return to the parkade with a Shared Vehicle when the Shared Vehicle Parking Space for the Shared Vehicle is located in a gated parkade shall consist in typing a code on a keypad or swiping a key fob on a fob reader or using a remote control. The procedure shall not require for the permitted users to step out of the Shared Vehicle to perform the procedure.

In the event that remote controls are being used for permitted users to depart from and return to the parkade with a Shared Vehicle, Modo shall be provided with one more remote control than the number of Shared Vehicles to be parked in the parkade.

The location of the Shared Vehicle Parking Space and procedure to access the Shared Vehicle Parking Space in a gated parkade shall be designed to mitigate potential security concerns from users of the parkade.

#### **5. Maneuverability**

The location of the Shared Vehicle Parking Space will be chosen to ensure the Shared Vehicle can be parked in the Shared Vehicle Parking Space driving forward with an angle of approach between 0° and 90°.

An angle of approach to park the Shared Vehicle in the Shared Vehicle Parking Space between 90° and 180° or the need to park the Shared Vehicle in reverse shall not be permitted.

The location of the Shared Vehicle Parking Space shall not require a maneuver more complex than a three-point turn to drive the Shared Vehicle out of the Shared Vehicle Parking Space.

If the Shared Vehicle Parking Space is located in a parkade with an entry/exit ramp, the location of the Shared Vehicle Parking Space shall not require for the Shared Vehicle to be driven in reverse to exit the parkade.



## **6. Signage**

The Shared Vehicle Parking Space shall be clearly designated with signage and pavement markings.

Clear, visible and legible signs shall be placed directing users of the Shared Vehicle to the location of the Shared Vehicle Parking Space, indicating which parking space is the Shared Vehicle Parking Space and marking it as being reserved for the exclusive purpose of parking a Shared Vehicle.

A symbol (similar to that approved for a disability space) shall be stamped/painted on the Shared Vehicle Parking Space.

## **7. Lighting**

The Shared Vehicle Parking Stall shall be illuminated to the satisfaction of the General Manager of the City of Surrey Engineering Department where the Shared Vehicle Parking Space is being constructed with:

- average illumination levels of 11 Lux with a uniformity ratio (average level to minimum level) of 3:1;
- luminaires situated in such a way so as not to directly throw light onto streets, lanes, or adjacent properties; and
- a photocell or equivalent switch that will activate the lighting system when ambient light levels are 11 Lux or less.

## **8. Connectivity**

Sufficient 3G and/or 4G LTE cellular network reception signal of the cellular network used for the operation of the Shared Vehicle shall be supplied at the Shared Vehicle Parking Space to ensure the reliable operation of the Shared Vehicle service, with:

- a Received Signal Strength Indicator (RSSI) for 3G cellular network superior to -86 dBm; and
- a Reference Signal Received Power (RSRP) for 4G LTE cellular network superior to -106 dBm.

## **9. Electric Vehicle charging infrastructure**

The Vehicle Parking Space shall be provided with an EV Station (as defined below) featuring:

- a. an RFID card reader to enable/disable power distribution, which card reader must be programmable to authorize a defined set of RFID cards; and

- b. networking/telematic capabilities for which the adequate administration credentials/rights have been granted to Modo, allowing Modo to remotely monitor equipment status and collect utilization data.

**“EV Station”** means a 40 amp (minimum), 208-volt, single phase Level 2 electric vehicle charging level (as defined by SAE International’s J1772 standard) charging outlet capable of charging an electric vehicle and includes all wiring, electrical transformer and other electrical equipment necessary to supply the required electricity for such outlet, and mechanical ventilation modifications, all of which is to be provided, installed, maintained and replaced by Developer, at Developer’s sole cost and to be used for the sole purpose of supplying electricity to the Shared Vehicle Parking Space.

**SCHEDULE C**  
**PARTNERSHIP MEMBERSHIP RULES**

1. The following terms have the following meanings:
  - (a) “**Building A Strata Corporation**” means the strata corporation for Building A (as defined below);
  - (b) “**Building B Strata Corporation**” means the strata corporation for Building B (as defined below);
  - (c) “**Development**” means, collectively, the two (2) strata residential buildings (“**Building A**” and “**Building B**”) known as University District 2 or University District North, and University District 3 or University District South, respectively located at 13419 and 13425 104<sup>th</sup> Avenue and 13410, 13420, 13430, 13440 and 13444 105<sup>th</sup> Avenue, in the City of Surrey, British Columbia;
  - (d) “**Membership Holders**” means, collectively, the Building A Strata Corporation and the Building B Strata Corporation;
  - (e) “**Modo**” means Modo Co-operative;
  - (f) “**Residents**” means, collectively, residents of the Development, and each such resident is referred to herein as a “**Resident**”;
2. The Membership Holders have entered into, or have assumed an agreement (the “**Co-operative Carsharing Agreement**”) with Modo pursuant to which Modo granted to the Membership Holders a Modo partnership membership ( the “Membership”) by issuing to the Membership Holders a certain number of membership shares in Modo (the “**Modo Shares**”) for the benefit of Residents, as set out in the Co-operative Carsharing Agreement, so Residents can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
3. The Membership Holders will be the legal owner of the Modo Shares, and a certain number of Residents, as further set out in the Co-operative Carsharing Agreement, may, on a continuing basis, enjoy the benefits of the Membership subject to meeting Modo’s eligibility requirements as set out on Modo’s website from time to time and as set out herein (the “**Membership Eligibility Criteria**”).
4. Residents who are granted the rights and benefits of the Membership from time to time (the “**Partner Users**” and, each a “**Partner User**”) will benefit from the same price plan for usage of Modo vehicles as other member shareholders of Modo but, for clarity, will not have any voting rights in respect of the Membership or Modo.

5. Any Resident may apply to become a Partner User, provided that membership privileges will be granted to applying and eligible Residents on a first-come, first-served basis.
6. In order for a Resident to become a Partner User, the Resident must submit to Modo, an application including (but not limited) to the following:
  - (a) the applicant Resident, if the holder of a driver's licence issued in British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of its current driver's records indicating their address within the Development;
  - (b) the applicant Resident, if the holder of a driver's licence issued outside of British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of a bill indicating the name of the Resident and the Resident's address within the Development; and
  - (c) the applicant Resident, must provide contact information and such other information regarding the Resident as may be reasonably required by Modo for the purposes of determining if the Resident qualifies for the Membership Eligibility Criteria.
7. Each Partner User will be responsible for and will save the Membership Holders harmless from any and all liabilities incurred by the Membership Holders and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made against the Membership Holders by Modo or by any other person, to the extent resulting from such Partner User's participation in the Membership and except to the extent resulting from the negligence or willful misconduct of the Membership Holders.
8. A Resident may only be a Partner User and may only exercise the rights and benefits of the Membership while such Resident meets the Membership Eligibility Criteria.
9. If at any time Resident who is a Partner User ceases to meet the Membership Eligibility Criteria, then the Resident will cease to be a Partner User and may only reapply to be a Partner User when the Resident again meets the Membership Eligibility Criteria.
10. Except as otherwise provided in these rules, a Partner User may only enjoy and exercise the benefits of the Membership while the Partner User is a Resident, and the benefits that a Partner User enjoys under the Membership may not under any circumstances be assigned, transferred or sold by the Partner User to any person.

11. If a Partner User does not book a Modo vehicle at least once during a period of twelve (12) consecutive months, Modo may cancel such Partner User's participation in the Membership.
12. The Modo Shares remain at all times in the name of the Membership Holders.
13. Partner Users may only make use of Modo vehicles in accordance with the policies and rules of Modo.
14. These rules will have no further force or effect upon termination of the Co-operative Carsharing Agreement.

**SCHEDULE D  
SHARED VEHICLE DEPLOYMENT SEQUENCE**

<b>Commencement of Shared Vehicle deployment</b>	<b>Conditions for deployment of the Shared Vehicle</b>
Within seven (7) days after the Commencement Date.	<ul style="list-style-type: none"><li>• The Project Fee has been paid to Modo at least 60 days prior to the Estimated Occupancy Date as per section 2.1 of this Agreement;</li><li>• The Shared Vehicle Parking Space is available for use by Modo as contemplated in sections 3.1 and 3.2.of this Agreement; and</li><li>• The EV Station is available for use by Modo as contemplated in section 3.4 this Agreement.</li></ul>

**SCHEDULE E  
SECURITY AGREEMENT**

BY:

**MODO CO-OPERATIVE**  
200 - 470 Granville Street,  
Vancouver, BC  
V6C 4V5

(the “Grantor”)

**IN FAVOUR OF:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the “Secured Party”)

**WHEREAS:**

A. The Secured Party has financed the acquisition by the Grantor of the following vehicle:

Make/Model: \_\_\_\_\_  
Vehicle Identification Number: \_\_\_\_\_

(the “Shared Vehicle”); and

B. The Grantor has agreed to deliver this Agreement to create security over the interest it has in the Shared Vehicle for the benefit of the Secured Party.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the covenants and agreements herein contained the Grantor and the Secured Party hereby agree as follows:

1. **Security Interest in the Shared Vehicle.** As security for the performance by the Grantor of its obligations set forth in the Co-operative Carsharing Agreement attached hereto (the “Co-op Car Agreement”), the Grantor grants to the Secured Party a security interest (the “Security Interest”) in all of its present and future right, title and interest in and to the Shared Vehicle.
2. **Grant of Security Interest in Proceeds of Collateral.** The Grantor also grants the Secured Party a security interest in the proceeds derived directly or indirectly from any dealing with the Shared Vehicle, including but not limited to, accounts receivable, bills of exchange, insurance proceeds, chattel paper, intangibles, motor vehicles, and all other after acquired property constituting proceeds. The Grantor acknowledges that the Security Interest hereby created attaches upon the execution of this Security Agreement, that the value has been given and that the Grantor has rights in the Shared Vehicle.
3. **Use and Location of the Shared Vehicle.** The Grantor will not sell, lease or otherwise dispose of the Shared Vehicle without the prior written consent of the Secured Party and

the Grantor will keep the Shared Vehicle in good condition, reasonable wear and tear excepted.

4. **No Liens on Shared Vehicle.** The Grantor will not permit any lien, charge, encumbrance or security interest (each, a “Lien”) to attach to the Shared Vehicle which ranks prior to or equal with or could in any event rank prior to the equal with the rank of the Security Interest. The Grantor will not enter into any agreement with any person which would obtain prior or equal rank for any Lien over the rank of the ‘Security Interest’.
5. **Name of Grantor.** The Grantor covenants not to change its name without giving fifteen (15) days' prior written notice to the Secured Party (so as to enable the Secured Party to amend its registration in respect of this Agreement and protect its rights hereunder).
6. **Default.** It will be a “Default” under this Agreement if:
  - (a) the Grantor breaches or fails to perform any of the terms, conditions, obligations or covenants to be observed and performed by the Grantor under the Co-op Car Agreement, and persists in such failure or breach after thirty (30) days' notice by the Secured Party requiring that the Grantor remedy such failure or breach,
  - (b) the Grantor commits an act of bankruptcy or becomes insolvent or files a proposal or a notice of intention to file a proposal,
  - (c) an assignment for the benefit of creditors under applicable bankruptcy or similar legislation is made or a petition is filed,
  - (d) an order is made, a resolution is passed, or any other step is taken for the bankruptcy, liquidation, dissolution or winding-up of the Grantor or for any arrangement or composition of its debts, or
  - (e) a receiver, receiver and manager or receiver-manager of the Grantor is appointed.
7. **Remedies.** The Security Interest is immediately enforceable, upon the occurrence of a Default, and the Secured Party, at its option, may exercise at any time following such Default any or all of the rights, remedies, privileges and powers available to it under this Agreement, the Personal Property Security Act (British Columbia) or any other applicable legislation. All rights, remedies, privileges and powers of the Secured Party hereunder are cumulative and no such right, remedy, privilege or power is exhaustive but is in addition to each other right, remedy, privilege and power of the Secured Party hereunder or under any other agreement, instrument or document now or hereafter existing at law or in equity or by statute.
8. **Costs of Enforcement.** The Grantor will be responsible for payment of all costs, charges and expenses (including legal costs on a solicitor and own client basis) of the Secured Party of and incidental to any proceeding taken to enforce the remedies of this Agreement.
9. **Loss, Injury or Destruction.** The loss, injury or destruction of the Shared Vehicle will not operate in any manner to release the Grantor from its obligations to the Secured Party under the Co-op Car Agreement.



10. **Term.** The Security Interest granted hereunder will terminate and be of no further force and effect as of the expiry of the Shared Vehicle Minimum Term (as defined in the Co-Op Car Agreement) for the Shared Vehicle.
11. **Amendment.** This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
12. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the heirs, executors, administrators, legal and personal representatives, successors and permitted assigns of the parties, as applicable.
13. **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
15. **Execution by Electronic Means.** This Agreement may be executed by the Grantors and transmitted by facsimile or other electronic means, and when it is executed and transmitted this Agreement will be for all purposes as effective as if the Grantor had delivered an executed original Agreement.

**IN WITNESS WHEREOF** the Grantor has executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**MODO CO-OPERATIVE**, by its authorized signatory

By: \_\_\_\_\_  
Name:  
Title: