

DISCLOSURE STATEMENT

of

Central Block (the “Development”)

DATE OF DISCLOSURE STATEMENT: July 5, 2022

NAME OF DEVELOPER: 1075 TILlicum DEVELOPMENTS LTD.

MAILING ADDRESS: 1626 Garnet Road
Victoria, BC V8P 3C8

DEVELOPER’S REAL ESTATE BROKERAGE:

The Developer intends to market the strata lots offered for sale under this Disclosure Statement using its own employees, which employees are not licensed under the *Real Estate Services Act* and are not acting for prospective purchasers and/or the Developer may also retain a licensed realtor from a real estate brokerage to assist in marketing.

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.

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 _____ who has confirmed that fact by initialing in the space provided here:

Purchaser Initial(s)

RIGHTS OF RESCISSION

Under Section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the agreement of purchase and sale or contract to lease by serving written notice on the Developer or the Developer's brokerage, within 7 days after the later of the date the agreement was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

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

- (a) the Developer at the address shown in the Disclosure Statement received by the purchaser;**
- (b) the Developer at the address shown in the purchaser's purchase agreement;**
- (c) the Developer's brokerage, if any, at the address shown in the Disclosure Statement received by the purchaser, or**
- (d) the Developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.**

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

REAL ESTATE DEVELOPMENT MARKETING ACT
Early Marketing – Development Approval and Rescission Rights

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

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

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

- (c) Any purchase agreement used by the Developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the Disclosure Statement that sets out particulars of the issued building permit, contains the following provisions:
 - (i) The purchaser may cancel the purchase agreement for a period of 7 days after receipt of an amendment to the Disclosure Statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
 - (ii) If an amendment to the Disclosure Statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial Disclosure Statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of 7 days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general

layout of the development, is materially changed by the issuance of the building permit;

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

REAL ESTATE DEVELOPMENT MARKETING ACT
Early Marketing-Financing Arrangements and Rescission Rights

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

- (a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 12 months or less from the date the Developer filed the disclosure statement, with the superintendent;
- (b) The Developer markets the proposed development units under the disclosure statement for a period of no more than 12 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period;
- (c) Any purchase agreement used by the Developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:
 - (i) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;
 - (ii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and
 - (iii) All deposits paid by a purchaser, including interest earned if applicable, will be returned to the purchaser upon notice of cancellation from the purchaser.

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1. THE DEVELOPER

1.1 Incorporation Information

The Developer is 1075 TILlicum DEVELOPMENTS LTD. (the “**Developer**”). The Developer is a British Columbia corporation incorporated on August 18, 2020 pursuant to the *Business Corporations Act* (B.C.) under Incorporation Number BC1261779.

1.2 Sole Purpose

The Developer was formed in order to acquire and develop the Land (as defined in section 2.1) and market the Strata Lots (as defined in Section 4.1). The Developer’s only asset is the Land.

1.3 Developer’s Registered and Records Office

1626 Garnet Road, Victoria, BC V8P 3C8.

1.4 Director and Officer of the Developer

Michael Scott Miller Director and Officer.

1.5 Background for Developer, Directors, Officers and Principal Holders

- (a) To the best of the Developer’s knowledge, the Directors and Officers have been involved in the residential and commercial development and construction industry for approximately 30 years primarily focused on planning, design, construction and project management;
- (b) To the best of the Developer’s knowledge, neither the Developer nor any principal shareholder of the Developer, nor any director or officer of the Developer or principal shareholder has ever been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion or management of real estate securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud;
- (c) To the best of the Developer’s knowledge, neither the Developer nor any principal shareholder of the Developer, nor any director or officer of the Developer or principal shareholder has ever been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency, or has been subject to or instituted any proceedings, arrangements or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of that person;
- (d) To the best of the Developer’s knowledge, no director, officer, or principal shareholder of the Developer, or any director or officer of a principal shareholder of the Developer has ever been a director, officer, or principal shareholder of any other developer that, while that person was acting in that capacity, that other developer:
 - (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud;

- (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager, or trustee appointed to hold its assets.

1.6 Conflicts of Interest for Developer, Directors, Officers and Principal Holders (Shareholders)

The Developer is not aware, to the best of its knowledge, of any existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal shareholders of the Developer and manager, any directors and officers of the principal shareholders, and any person providing goods or services to the Developer, manager or holders of the development units in connection with the Development which could reasonably be expected to affect a prospective Purchaser's purchase decision.

2. GENERAL DESCRIPTION

2.1 General Description

The Developer intends to construct on the Land a 101 unit mixed residential and commercial strata titled development (the "**Development**"). The Development will consist of 99 residential units and 2 commercial units. The strata lots (collectively the "**Strata Lots**" and each a "**Strata Lot**") offered for sale or lease by the Developer pursuant to this Disclosure Statement are the 99 residential Strata Lots (the "**Residential Strata Lots**") and the 2 commercial Strata Lots (the "**Commercial Strata Lots**"). It is expected that the civic address for the Strata Lots in the Development will be the unit number for the Strata Lot and 1075 Tillicum Road, Esquimalt, BC.

The Strata Lots offered for sale or lease by the Developer and which are the subject matter of this Disclosure Statement are to be located within the building to be constructed on the following lands to be subdivided by the filing of the Strata Plan (the "**Land**"):

PID: 018-050-859, LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN VIP55556.

The Land is located in the Township of Esquimalt, Province of British Columbia. The Land will be subdivided by the filing of the Strata Plan (the "**Strata Plan**") to create titles to the Strata Lots. A copy of the final registered Strata Plan will be provided to Purchasers prior to the completion of the sale of any Strata Lot.

The number of each type of Residential Strata Lot is as follows:

- 32 – Junior 1 Bedroom;
- 11 – 1 Bedroom;
- 6 – 1 Bedroom and 1 Den;
- 25 – Junior 2 Bedrooms;
- 21 – 2 Bedrooms; and
- 4 – 3 Bedrooms.

The Strata Lots will be owned individually, together with the proportionate share in the Common Property including common facilities and other assets of the strata corporation (the "**Strata Corporation**"), which the owners of the Strata Lots will own as tenants-in-common.

The approximate dimensions, lot lines and locations of the proposed Strata Lots are shown on the proposed strata plan attached as **Exhibit “A”** (the “**Proposed Strata Plan**”). The final as-built dimensions, lot lines and locations of the Strata Lots might differ from those shown on the Proposed Strata Plan. The Developer reserves the right to change the suite or unit numbers assigned to the Strata Lots.

2.2 Permitted Use

The Land is within the CD No. 147 Zone described in the Township of Esquimalt Bylaw No. 2050. The permissible uses are residential and commercial as applicable to the 2 Commercial Strata Lots. A copy of the current zoning applicable to the Development and setting out restrictions on the use of any of the Strata Lots is attached as **Exhibit “B”** to this Disclosure Statement.

For further information or applicable building and zoning bylaws, a purchaser of a Strata Lot should contact the Township of Esquimalt as follows:

The Township of Esquimalt
 1229 Esquimalt Road
 Esquimalt, BC V9A 3P1
 Phone: (250) 414-7100
 Website: <https://www.esquimalt.ca/>.

2.3 Phasing

The Strata Lots will not be constructed in phases. The Development will not be by way of phased strata plan.

3. STRATA INFORMATION

3.1 Unit Entitlement

The unit entitlement of each Strata Lot is a number that is used in calculations to determine that Strata Lot’s share of the Common Property and common assets of the Development and the common expenses and liabilities of the Strata Corporation. A schedule of the proposed unit entitlement for each Strata Lot is attached as **Exhibit “C”** to this Disclosure Statement.

3.2 Voting Rights

Pursuant to the provisions of the *Strata Property Act* (B.C.), each Residential Strata Lot shall have one vote and each Commercial Strata Lot will have the number of votes calculated in accordance with the said *Strata Property Act* (B.C.). A schedule of the proposed voting rights is attached as **Exhibit “D”** to this Disclosure Statement.

3.3 Common Property and Facilities

The Common Property and facilities of the Development (the “**Common Property**”) are held by the Strata Corporation and managed for the benefit of the registered owners of the Strata Lots may include parking, driveways, lobbies, pathways, hallways, ramps, stairs, roof top amenity area, courtyard amenity area, indoor amenity area, and bicycle and storage area. The precise size and location of the Common Property will be described in and created on registration of the Strata Plan.

Common amenities to be provided by the Developer will also be considered the Common Property held by the Strata Corporation and managed for the benefit of the registered owners of the Residential Strata Lots. These common amenities include use of one (1) Modo car, pursuant to a Shared Vehicle Agreement (see **Exhibit “E”**), as well as the Lockcourier parcel delivery locker (see **Exhibit “F”**).

Each owner of a Strata Lot shall own as tenants-in-common with all of the owners of the Strata Corporation a proportionate share of the Common Property of the Strata Corporation as designated on the Strata Plan. The Strata Corporation shall be responsible for the repair and maintenance of the Common Property, which shall be a common expense of the Strata Corporation or as set forth in the bylaws of the Strata Corporation. The owners’ entitlement to the use of the Common Property shall be subject to such restrictions as may be set out in the bylaws of the Strata Corporation, any leases, licenses, easements, rights of way or covenants granted by the Developer prior to or with the registration of the Strata Plan, and the designation of Common Property and Limited Common Property (as defined below).

3.4 Limited Common Property

Limited Common Property is an area within the Common Property that is designated for the exclusive use of one or more Strata Lots (the “**Limited Common Property**”). The Developer may designate as Limited Common Property on the Strata Plan certain areas for the benefit of one or more of the Strata Lots. Such Limited Common Property designations may include areas such as patios and balconies.

The owner of a Strata Lot that has the exclusive use of Limited Common Property must repair and maintain such Limited Common Property unless the Bylaws (as defined below) provide that the Strata Corporation is responsible to repair and maintain the property.

Limited Common Property may be subject to such restrictions as may be set out in the Bylaws of the Strata Corporation, any leases, licenses, easements, rights of way or covenants granted by the Developer prior to or with the registration of the Strata Plan or subsequently approved or granted by the Strata Corporation in accordance with the Bylaws and the *Strata Property Act* (B.C.).

3.5 Bylaws

The bylaws of the Strata Corporation will govern the use of the Strata Lots (the “**Bylaws**”).

The standard bylaws under the *Strata Property Act* (B.C.) shall be applicable with the amendments and additions as shown in **Exhibit “G”**, and as follows:

- Section 3(4) restricts pet ownership as follows:
 - A reasonable number of fish or other small aquarium animals;
 - A reasonable number of small caged mammals;
 - Up to two caged birds;
 - Two dogs or two cats or one of each.
- Section 3(5) requires that any Strata Lot with a hard surface must take reasonable steps to satisfy noise complaints, such as ensuring 60% of hard surfaces are covered with areas rugs or carpet, and avoiding walking on such floor with hard heels or soled shoes.

- Section 3(6) states that residents and visitors must not consume alcohol in the Common Property areas of the building, excluding Limited Common Property balconies, patios and terraces.
- Section 3(7) states that the Strata Corporation will not implement any strata bylaws inconsistent with the Township of Esquimalt bylaws applicable to the business uses permitted by the zoning applicable to the Commercial Strata Lots, i.e. Strata Lots 1 and 2, within the Development.
- Section 3(8) states that the Strata Corporation will not implement any bylaws restricting the hours of operation of any business carried on within the Commercial Strata Lots.
- Section 3(9) states that it is not a breach of the bylaws if the Commercial Strata Lots and the Limited Common Property for the Commercial Strata Lots are used in a manner permitted that does not constitute a breach of the Township of Esquimalt Bylaws.
- Section 3(10) states that the Owners of the Commercial Strata Lots shall be entitled to place on the Common Property, signage, illuminated or not, as may be permitted, provided such signage is not inconsistent with the Township of Esquimalt Bylaws.
- Section 3(11) states that the Strata Corporation hereby creates two types of Strata Lots: Residential Type Strata Lots and Commercial Type Strata Lots, and where operating fund expenses relates to, and benefits, only one Type of Strata Lot, then such expenses shall be allocated to that Type of Strata Lot.
- Section 3(12) states that the Strata Corporation must provide bicycle access in Common Areas of the Development, pursuant to proposed Covenant CA9945805.
- Section 3(13) states that the Strata Corporation and owners will comply with the terms of the Parking and Storage Facility Lease Agreement executed by the Developer and will not establish bylaws inconsistent with such Agreement.

3.6 Parking and Storage

The Development will contain eighty-nine (89) parking stalls. Forty (40) parking stalls will be allocated for small vehicles, forty (40) stalls will be allocated for standard size vehicles, and three (3) stalls will be allocated as accessible stalls.

The Development will contain 100 bicycle/storage lockers.

Five (5) parking stalls will be visitor/commercial flex parking, one (1) parking stall shall be designated for the shared Modo car, see **Exhibit “H”**, and the remaining 83 parking stalls and the bicycle/storage lockers will be subject to a 99 year lease (the “**Parking and Storage Facility Lease**”) by the Developer to a company to be incorporated by the Developer (the “**Parking Co.**”) and the parking stalls and storage units may be allocated for the exclusive use of owners of Strata Lots by the Developer causing the Parking Co. to grant a partial assignment of the Parking Facility Lease for such stalls and storage area to prospective purchasers of Strata Lots for such consideration and terms as established by the Developer. The five (5) visitor/commercial flex parking stalls will be for the use of the Commercial Strata Lots during the business hours associated with the Commercial Strata Lots and thereafter will be for visitor parking for the residential Strata Lots and the partial assignment of the Parking and Storage Facility Lease for such stalls to the Commercial Strata Lots will be modified to allow for the foregoing.

Parking stall and storage area allocation will be determined by the terms of each particular Agreement of Purchase and Sale of a Strata Lot. The Parking Facility Lease shall contain an automatic assignment provision as a Strata Lot is sold. The Parking Facility Lease shall also have a further term that an owner may only assign or sublease a leased parking stall and/or storage unit to either the Parking Co. or another Strata Lot owner. The Proposed Parking and Storage Locker Facility Lease terms are attached as **Exhibit “H”**.

3.7 Appliances and Equipment

The following appliances and equipment will be included in the purchase of Strata Lots:

- Refrigerator;
- Over-the-range microwave;
- Dishwasher;
- Range;
- Stacked washer and ventless dryer;
- Roller blinds; and
- Energy recovery ventilator.

3.8 Budget

A projected budget for the twelve months of operation of the Strata Corporation and the monthly assessment based on unit entitlement of each Strata Lot are attached as **Exhibit “I”**. In accordance with Section 12 of the *Strata Property Act* (B.C.), the Developer shall make a contribution to the contingency reserve fund of the Strata Corporation at the date of the first conveyance of a Strata Lot to a purchaser in the amount of 5% of the projected budget.

Each owner of a Strata Lot will be responsible for paying real property taxes for their Strata Lot. In addition, electricity, cable and telephone service will be metered and billed to each Strata Lot, and are the responsibility of each Strata Lot owner. The following utilities and services will be paid by the Strata Corporation, and the costs will be prorated to the owners of the Strata Lots in accordance with the Bylaws and with the respective unit entitlements, and will be included in the monthly assessments:

- Electricity and water to the Common Property;
- Maintenance of the Common Property;
- Garbage collection, insurance and maintenance costs, and costs for such other services that the Strata Corporation may from time to time provide;
- Gas service for hot water boiler; and
- Lockcourier parcel delivery locker (see “**Exhibit F**”).

The Developer may enter into a cost-sharing agreement for future and ongoing maintenance of the adjacent strata lane servicing at 1083 and 1085 Tillicum Road, Victoria, British Columbia.

The heating system for the Strata Lots will be electric baseboard heaters.

3.9 Utilities and Services

Utilities and services normally available in the Township of Esquimalt will be supplied to the Development including water, sewer, electricity, cable and telephone.

3.10 Strata Management Contracts

During the construction of the Development and prior to the completion of the sale or lease of any of the Strata Lots, the Developer will enter into a number of maintenance and service contracts relating to the Development and the Strata Lots, including a management contract and a garbage removal contract and other similar contracts. If, at the time of entering into such contracts, the Strata Corporation is in existence, the Developer will enter into such contracts on behalf of the Strata Corporation. If, at the time of entering into such contracts, the Strata Corporation does not exist, the Developer will assign such contracts to the Strata Corporation, and the obligation of the Developer under those contracts will be assumed by the Strata Corporation upon its formation. All amounts payable pursuant to such contracts are reflected in the projected budget for the Strata Corporation attached as **Exhibit “I”** to this Disclosure Statement.

The Developer intends to enter into a management agreement on behalf of the Strata Corporation and copies of the proposed Strata Management Contract is attached as **Exhibit “J”** to this Disclosure Statement.

3.11 Insurance

Upon commencement of construction, the Developer will obtain course of construction insurance for the project. The Developer shall maintain insurance in place until registration of the Final Strata Plan. Upon filing the Final Strata Plan, the Developer will cause the Strata Corporation to obtain insurance as is required pursuant to Sections 149 and 150 of the *Strata Property Act* (B.C.), which will include coverage:

- (a) on a full replacement basis, on the Common Property, the common assets, the Buildings and fixtures installed by the Developer within the Buildings;
- (b) comprehensive general liability for property damage and personal liability in an amount not less than \$2,000,000.

Purchasers should obtain their own insurance for their personal property and contents and other interests and risks.

3.12 Rental Disclosure Statement

Pursuant to Section 139 of the *Strata Property Act* (B.C.), the Developer must disclose to any purchaser of a Strata Lot its intention to lease the Strata Lots in order to ensure the Developer may lease unsold Strata Lots in the future. Attached as **Exhibit “K”** to this Disclosure Statement is a copy of the Rental Disclosure Statement with respect to all Strata Lots.

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

The legal descriptions of the Land upon which the Buildings will be constructed are:

PID: 018-050-859, LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN VIP55556.

4.2 Ownership

1075 TILLICUM DEVELOPMENTS LTD. is the registered and beneficial owner of the Land in the Development.

4.3 Existing Encumbrances and Legal Notations:

The following encumbrances and legal notations are registered against title to the Land:

(a) Legal Notations:

Easement, EG148613, over the Common Property of Strata Plan VIS2932, for purposes of maintenance, repair and operation of storm drainage, sanitary sewage drainage and hydro gas and water lines and access, and modified by CA8668085, which modification includes a requirement for an assumption agreement which will be signed on behalf of the Strata Corporation following registration of the Strat Plan, see **Exhibit “L”** attached;

Permits, DF EC117863, DF EF172449, EH68239 and EL120536, under Part 29 of the Municipal Act;

(b) Encumbrances:

Undersurface Rights, M76301, in favour of Her Majesty the Queen in Right of the Province of British Columbia;

Statutory Right of Ways, EH43274 and EH43272, in favour of BC Hydro and Power Authority, for purposes of providing services to the Development;

Statutory Right of Ways, EH43273 and EH3275, in favour of BC Tel, for purposes of providing services to the Development;

Covenant, EM13214, in favour of the Township of Esquimalt, related to prior business which Covenant is anticipated to be released and discharged from title prior to registration of the Strata Plan;

Covenant, CA9945805, and Priority Agreement CA9945806, in favour of the Township of Esquimalt, for purposes of subdivision approval and including the following restrictions and requirements on the Developer: a) enter into a Modo Car Share Service Agreement with Modo for the provision of a Modo Shared Vehicle Service to each Dwelling Unit; b) provide a one-year BC Transit bus pass to occupants of the Development; c) provide bicycle access in Common Areas of the Development; d) build in compliance with the BC Energy Step Code; e) construction of a Statutory Right of Way along Tillicum Road; and, f) enter into an easement for access to parking areas, see **Exhibit “M”** attached;

Mortgage, CA8896386, in favour of Coastal Community Credit Union; and

Assignment of Rents, CA8896387, in favour of Coastal Community Credit Union.

The existing financing will be discharged from title to each of the Strata Lots within a reasonable amount of time following the completion of the sale of such Strata Lot.

4.4 Proposed Encumbrances and Covenants

The following encumbrances may be registered by the Developer against title to the Land, including the Strata Lots and the Common Property:

- (a) such restrictive covenants, easements, rights of way or other rights or restrictions, and any amendments thereto, as may be required by public authorities or by individuals or entities providing services, access or utilities to the Development, satisfying the Township of Esquimalt requirements for completing the Development, and as deemed necessary or advisable by the Developer.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation or liability relating to the Development or against the Developer, which may affect the Strata Lots.

4.6 Environmental Matters

- (b) Flooding Dangers:
The Developer is not aware of any dangers connected with the Development in respect of flooding or drainage hazards.
- (c) Condition of Soil and Subsoil:
The Developer's investigation of the Land, and the previous uses thereof, indicates that there is no contamination in the soil and subsoil at the Development.
- (d) Changes from Natural State:
There have been no changes from the natural state of the Land other than as may be required for normal clearing, site preparation, excavation and the work required to obtain building permit.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

The estimated date of commencement of construction and the estimated date range of completion of construction of the Development are as follows:

Estimated Commencement Date:

June 1, 2023 to September 1, 2023

Estimated Completion Date:

October 1, 2025 to December 31, 2025.

For the purpose of this section 5.1, and in accordance with Policy Statement 1 issued by the Superintendent, the commencement date means the date on which excavation in respect of an improvement that will become part of the Development commenced and the estimated completion date means the first date (expressed as an estimated date range not exceeding three months) that a

Strata Lot may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis. These dates are estimates only and may vary based on construction factors or market conditions, subject to the provisions of the contracts of purchase and sale for the Strata Lots. The Developer reserves the right to change the estimated completion dates set out above.

5.2 Warranties

(a) Strata Lots:

The Developer shall provide a warranty for the benefit of each purchaser of a Strata Lot in compliance with the *Homeowner Protection Act*, which shall cover:

- (i) material and labour defects for 2 years;
- (ii) building envelope defects for 5 years; and
- (iii) structural defects for 10 years.

The warranty provider shall be Travelers Guarantee Company of Canada.

(b) Chattels:

The Developer shall also make available and assign the benefit of all warranties for equipment and appliances supplied with each Strata Lot.

5.3 Previously Occupied Building

This Section 5.3 does not apply to the Development.

6. APPROVALS AND FINANCES

6.1 Development Approval

The Township of Esquimalt approved Development Permit No. DP000183 on June 27, 2022, regarding the Development.

The Township of Esquimalt has not yet issued a building permit for the Development. The Developer will file an amendment to this Disclosure Statement with the Superintendent of Real Estate after the required building permit is issued and a copy of the amendment will be delivered to each purchaser. The Developer estimates that the building permit required for the Development will be issued prior to 12 months from the date of this Disclosure Statement.

The Development will comply with all the building restrictions, zoning regulations and restrictions governing the use and development of the Land and any Strata Lot located on the Land.

6.2 Construction Financing

The Developer will be arranging a mortgage to secure construction financing. The Developer will file an amendment to this Disclosure Statement with the Superintendent of Real Estate after such construction financing has been secured and a copy of the amendment will be delivered to each purchaser. The Developer estimates that such construction financing will be secured for the Development prior to 12 months from the date of this Disclosure Statement.

After the construction financing has been obtained, the title to the Strata Lots will be subject to a Mortgage or other security reasonably required by the Lender with respect to the construction financing. The construction financing will contain a term requiring the Lender to provide a partial discharge of the Lender's security in respect to any Strata Lot within a reasonable period of time after completion of the sale of the Strata Lot, upon receipt by the Lender of a specific or predetermined amount from the proceeds of the sale of such Strata Lot.

7. MISCELLANEOUS

7.1 Deposits

All monies received from a Purchaser will initially be held in trust by the Developer's Lawyer or Realtor, in the manner prescribed by the *Real Estate Development Marketing Act* until the Strata Plan is deposited at the Land Title Office, the Strata Lots are capable of being occupied and an instrument evidencing the interest of the Purchaser in the Strata Lot has been registered in the Land Title Office.

If, prior to the completion of the transaction herein contemplated, the Seller has complied with all of the requirements set out in Section 19 of the *Real Estate Development Marketing Act* in respect of a developer's use of deposits, as defined therein, and provided that the Seller has arranged for a deposit protection contract as contemplated by Section 19 of the *Real Estate Development Marketing Act* and as defined by the *Insurance Act*, then the Seller shall be entitled without any further authorization or consent of the Purchaser to the release to it of all or any portion of the Deposits and in such case the Purchaser does hereby irrevocably authorize and direct the Seller's solicitors to release to the Seller so much of the Deposits as requested by the Seller and is permissible at law. Notwithstanding any other provision of the Agreement of Purchase and Sale (as defined below), in the event that the Seller enters into a deposit protection contract as aforesaid, the Purchaser hereby authorizes the Seller's solicitors to release the Deposit to the Seller for use in construction and marketing of the development. The Seller agrees to comply with all the terms and conditions of the *Real Estate Development Marketing Act* and regulations with respect to such deposit protection contract.

7.2 Agreement of Purchase and Sale

- (a) For the sale of the Strata Lots, the Developer will use an Agreement of Purchase and Sale (the "**Agreement of Purchase and Sale**") substantially in the form attached as **Exhibit "N"** to this Disclosure Statement.

Exhibit "N" is intended to represent the basic form of agreement. Purchasers may have additional opportunities to include certain addenda to the Agreement of Purchase and Sale that may deal with such matters, including but not limited to, any additional customized features.

- (b) Other provisions of the Agreement of Purchase and Sale include:

- (i) The Completion Date

Closing Notice

The Seller or its solicitor will give the Purchaser not less than 10 calendar days' written notice (the "**Closing Notice**") addressed to the Purchaser or the Purchaser's

solicitor or notary, specifying the Completion Date (the “**Completion Date**”), which will not occur, and except as otherwise provided in this Article 2 hereof, later than December 31, 2026 (the “**Outside Date**”).

Permission to Occupy

The Completion Date shall be after the date that the Township of Esquimalt has given permission to occupy the Strata Lot. Permission to occupy the Strata Lot means the initial permission given by the Township of Esquimalt, whether such permission is temporary, conditional or final and refers to occupation of the Strata Lot only and not to the occupation of other strata lots in the Development, or the Common Property in the Development.

Estimated Completion Date may be Delayed

The Closing Notice may be based on the Seller’s estimate as to when the Strata Lot will be ready to be occupied. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Seller may delay the Completion Date from time to time as required, by notice of such delay to the Purchaser or the Purchaser’s solicitors, but any such delay will not exceed in the aggregate 90 days from the date specified in the Closing Notice.

Delay/Extension past the Outside Dates

If the Seller is delayed in completing construction of the Strata Lot, depositing the Strata Plan for the Development, or in doing anything the Seller is required to do pursuant to the Agreement of Purchase and Sale, and the delay is caused by any condition or cause beyond the reasonable control of the Seller including, without limitation, acts or omissions by third parties not related to the Seller, strike, lockout, labour dispute, unusual geotechnical conditions, climatic condition, act of God, inability to obtain labour or materials, laws, ordinances, rules, regulations or orders of governmental authorities, enemy or hostile action, civil commotion, fire or other casualty, the impact of the current COVID-19 pandemic or other pandemic, or any other event beyond the control of the Seller, then the Outside Date shall be extended by a time equivalent to the period of such delay.

The Seller may extend the Outside Date for up to an additional 120 days by delivery of written notice to the Purchaser, in addition to any other extension(s), by notice to the Purchaser.

(ii) Possession Date

The Purchaser will have vacant possession of the Strata Lot on the business day following the Completion Date after payment of the Purchase Price in full.

(iii) Adjustment Date

The Purchaser will assume all taxes, strata fees, rates, assessments and other charges from and including the Completion Date and all adjustments will be made as of the Completion Date.

(iv) Assignment

Without the Developer’s prior consent, any assignment of a purchase agreement is prohibited. An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the

transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*. Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following: (a) the party's identity; (b) the party's contact and business information; (c) the terms of the assignment agreement.

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

(v) Restriction on Sale

Until the Completion Date, the Purchaser agrees not to advertise the Strata Lot for sale by any means whatsoever, including without limitation by displaying signs within the Strata Lot or the Project, by using the internet, by using the Multiple Listing Service or any similar service, or by listing the Strata Lot for sale with any individual or in any newspaper or other publication. The Purchaser authorizes the Seller to remove any advertising prohibited by this clause. The Purchaser agrees that damages are not a sufficient remedy for breach of this clause, and agrees to the granting of injunctive relief in favour of the Seller in the event the Purchaser breaches this clause.

(vi) Remedies

Time shall be of the essence of the Agreement of Purchase and Sale, and if: (a) the Deposits are not paid in accordance with the Agreement of Purchase and Sale; (b) the balance of the Purchase Price is not paid in full in accordance with the Agreement of Purchase and Sale; or (c) the Purchaser is otherwise in default hereunder; the Seller may, at its option: (i) terminate the Agreement of Purchase and Sale and in such event the Deposits previously paid shall be absolutely forfeited to the Seller as the minimum amount of damages the parties agree the Seller is expected to suffer as a result of termination, and not as a penalty, without prejudice to the Seller's other remedies, including the right to recover any of the Deposits required to have been paid but which the Purchaser failed to pay, and additional damages; or (ii) elect to extend the Completion Date, in which event the Purchaser will pay to the Seller, in addition to the Purchase Price, interest on the full Purchase Price at 4% per annum above the annual rate of interest designated by the Seller's principal financial institution as its "prime rate" for Canadian dollar commercial loans payable on demand, calculated daily from the date upon which such portion was due until it is paid, provided that the adjustment date pursuant to Section 5.1 shall remain the original Completion Date.

If the Purchaser's default continues beyond the extended date for completion established pursuant to Subsection (ii), the Seller may thereafter elect to terminate the Agreement of Purchase and Sale pursuant to Subsection (i), or to permit a

further extension pursuant to Subsection (ii), as the case may be, at the Seller's sole option.

(vii) Risk

The Strata Lot will be at the Seller's risk until 12:01 a.m. on the Completion Date and thereafter at the Purchaser's risk, and in the event of material loss or damage to the same occurring before such time by reason of tempest, lightning, earthquake, flood or other Act of God, fire or explosion, which is not repaired prior to the Completion Date, either party may, at its option, cancel the Agreement of Purchase and Sale and in such event the Purchaser shall be entitled to the return of any moneys paid hereunder, and in such event neither the Seller nor the Purchaser shall have any further obligations or liability whatsoever hereunder, and all other remedies and claims of the Purchaser in the event of such loss or damage are hereby waived.

(viii) Strata Lot Size

If the Strata Lot size in the final Strata Plan is between 95% and 100% of the size indicated for the Strata Lot in the Disclosure Statement, the Purchase Price will not be reduced. If the Strata Lot in the final Strata Plan is less than 95% of the size indicated for the Strata Lot in the Disclosure Statement, the Purchase Price will be reduced by an amount determined as follows: $.95 - (\text{Actual Area}/\text{Disclosure Statement Area}) \times \text{the Purchase Price}$. If the Strata Lot in the final Strata Plan is not less than 90% of the size indicated for the Strata Lot in the Disclosure Statement, the Purchaser shall have no other claim or remedy against the Seller other than the adjustment of the Purchase Price provided for herein.

(ix) Default by Seller

If the purchase and sale of the Strata Lot contemplated by this Agreement is not completed by reason of the Seller's default, the Deposits shall be repaid to the Purchaser as the Purchaser's sole remedy, and thereafter, neither party shall have any further obligation to the other under this Agreement.

(x) Cancellation Rights of the Seller

If the Seller has not entered into 60 unconditional Agreements of Purchase and Sale for Strata Lots on or before April 30, 2023, then the Seller may cancel this Agreement of Purchase and Sale by notice in writing to the Purchaser. In the event the Seller provides such notice of cancellation, then the Deposits shall be refunded to the Purchaser and neither party shall have further claims against the other.

(xi) Deposits

Deposits paid by Purchasers will be placed in a non-interest bearing trust account.

7.3 Developer's Commitments

The Developer has undertaken no commitments at this time.

7.4 Other Material Facts

(a) Strata Lot Size

The Proposed Strata Plan is attached to this Disclosure Statement as **Exhibit "A"**. The final form of the Strata Plan will be prepared and registered in the Victoria Land Title

Office following completion of construction. The Developer reserves the right to alter the boundaries between any of the Strata Lots during the course of construction and/or marketing as the Developer may deem appropriate. The dimensions and size of the Strata Lots or the Common Property may vary from those shown on the Strata Plan when the construction is completed, and this may result in some adjustments to the Schedule of Unit Entitlement on the final form of the Strata Plan.

(b) First Annual General Meeting

The *Strata Property Act* (B.C.) requires the Developer to hold the First Annual General Meeting within 6 weeks of the earlier of the date on which 50% plus one of the Strata Lots have been conveyed to purchasers and the date that is 9 months after the date of the first conveyance of a Strata Lot to a purchaser. If that meeting is not held on time, the *Strata Property Act* (B.C.) Regulation requires the Developer to pay the Strata Corporation \$1,000.00 for a delay of up to 30 days, and a further \$1,000.00 for each additional delay of 7 days.

(c) Documents to be provided by the Developer at First Annual General Meeting

The *Strata Property Act* (B.C.) requires the Developer to provide the following documents to the Strata Corporation at the First Annual General Meeting:

- (i) all plans that were required to obtain conditional approval and any amendments to the conditional approval;
- (ii) any document in the Developer's possession that indicates the actual location of a pipe, wire, cable, chute, duct or other facility for the passage or provision of systems or services, if the Developer has reason to believe that the pipe, wire, cable, chute, duct or other facility is not located as shown on a plan or plan amendment filed with the issuer of the conditional approval;
- (iii) all contracts entered into by the Strata Corporation;
- (iv) any disclosure statement required by the *Real Estate Development Marketing Act* (i.e. this Disclosure Statement) or by Section 139 of the *Strata Property Act* (B.C.) (i.e. a rental disclosure statement);
- (v) the registered Strata Plan, as obtained from the Land Title Office;
- (vi) the names and addresses of all contractors and subcontractors primarily responsible for the supply of labor and materials to each of the major components of the Development, technical consultants, including building envelope specialists and the project manager;
- (vii) all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturer's documentation and other similar information respecting the construction, installation, operation, maintenance, repair and servicing of any Common Property or common assets.

(d) Marketing and Access for Display Strata Lots

The Developer will continue to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of the Development, marketing and sales activities within the Common Property, Limited Common Property, and any Strata Lot owned or leased by the Developer, including maintaining a display strata lot(s), other display areas, parking areas and signage. The Developer will act reasonably in exercising such rights, and will use commercially reasonable efforts to minimize any interference with the use or enjoyment of the Common Property and Limited Common Property.

DEEMED RELIANCE

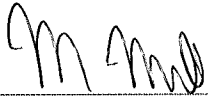
Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material 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 Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of July 5, 2022.

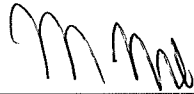
DATE Signed: July 5, 2022.

1075 TILlicum DEVELOPMENTS LTD.
by its authorized signatory:



Name: Michael Scott Miller

All Directors in Their Personal Capacity:



Michael Scott Miller

SOLICITOR'S CERTIFICATE

IN THE MATTER OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*
AND THE DISCLOSURE STATEMENT DATED
July 5, 2022, 1075 TILlicum DEVELOPMENTS LTD., DEVELOPER

For the property presently described as:

PID: 018-050-859, LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN VIP55556.

I, JOHN DAWSON MULLIN, a member of the Law Society of British Columbia, **HEREIN CERTIFY** that I have read over the above described Disclosure Statement dated July 5, 2022, made any required investigations in public offices, and reviewed same with the Developer therein named, and hereby certify that the facts contained in paragraphs 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED at Victoria, British Columbia, this 5th day of July, 2022.

SOLICITOR



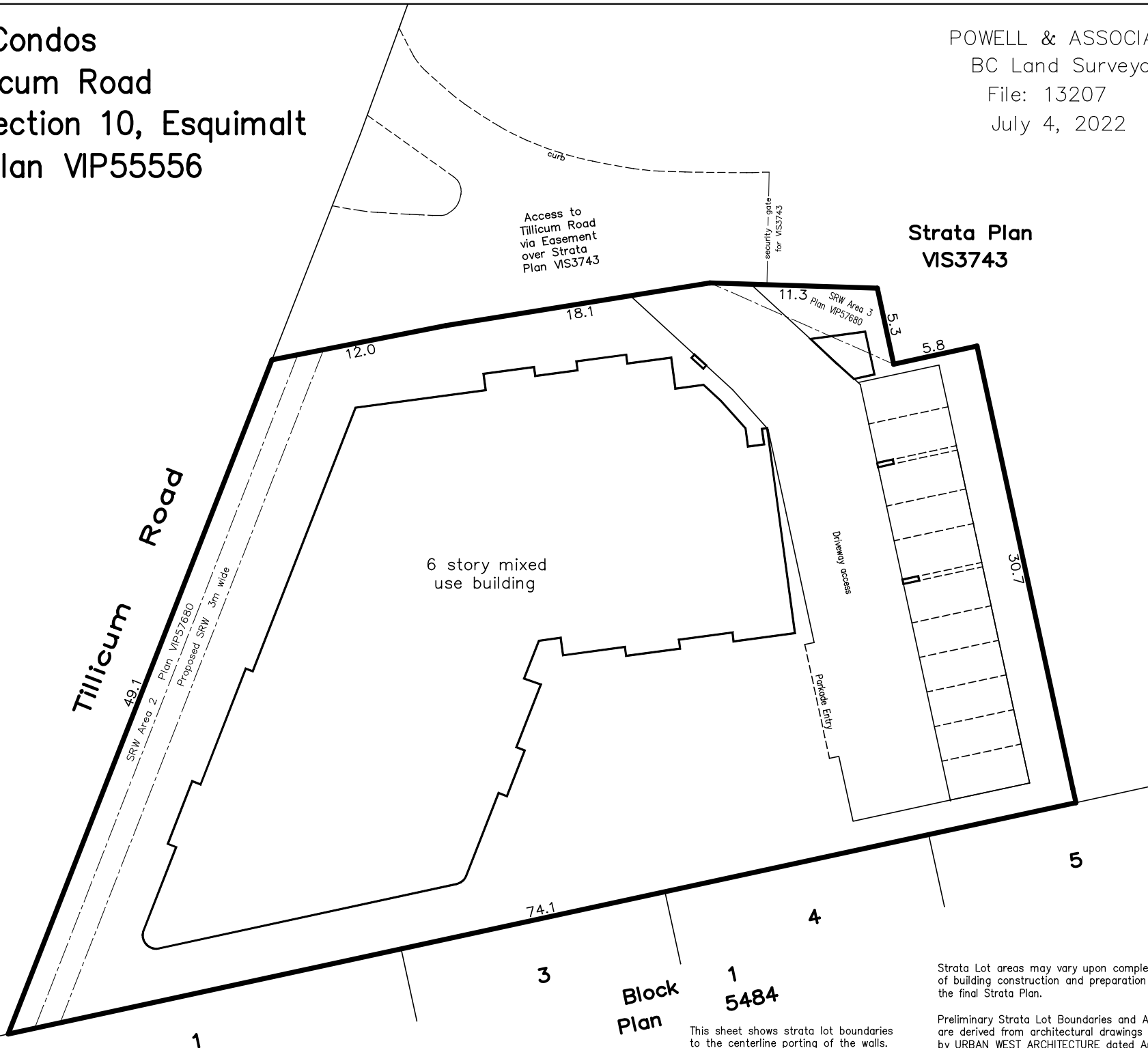
Exhibit "A"
Proposed Strata Plan Attached

Tillicum Condos
1075 Tillicum Road
Lot B, Section 10, Esquimalt
District, Plan VIP55556

Scale 1 : 350

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
July 4, 2022

**Strata Plan
VIS3743**



Access to
Tillicum Road
via Easement
over Strata
Plan VIS3743

**Tillicum
Road**

6 story mixed
use building

Driveway access

parkade entry

**Block
Plan**

**1
5484**

This sheet shows strata lot boundaries
to the centerline porting of the walls.

Strata Lot areas may vary upon completion
of building construction and preparation of
the final Strata Plan.

Preliminary Strata Lot Boundaries and Areas
are derived from architectural drawings prepared
by URBAN WEST ARCHITECTURE dated April 29, 2022.

Tillicum Condos

1075 Tillicum Road

Sheet 2 of 10 Sheets
 Parking Level 2

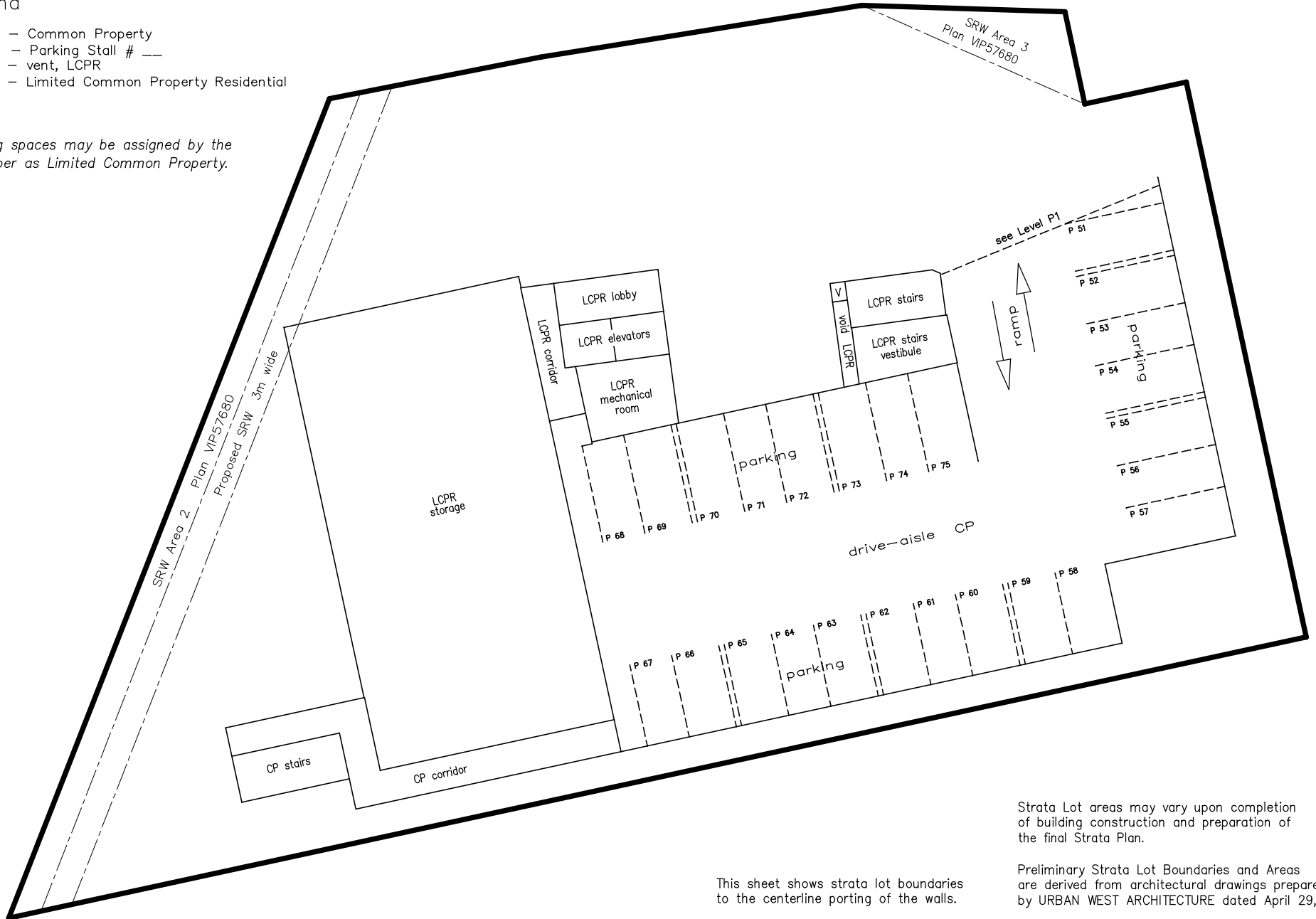
POWELL & ASSOCIATES
 BC Land Surveyors
 File: 13207
 July 4, 2022

Scale 1 : 300

Legend

- CP — Common Property
- P___ — Parking Stall # ___
- V — vent, LCPR
- LCPR — Limited Common Property Residential

Parking spaces may be assigned by the developer as Limited Common Property.



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Tillicum Condos

1075 Tillicum Road

Sheet 3 of 10 Sheets
 Parking Level 1

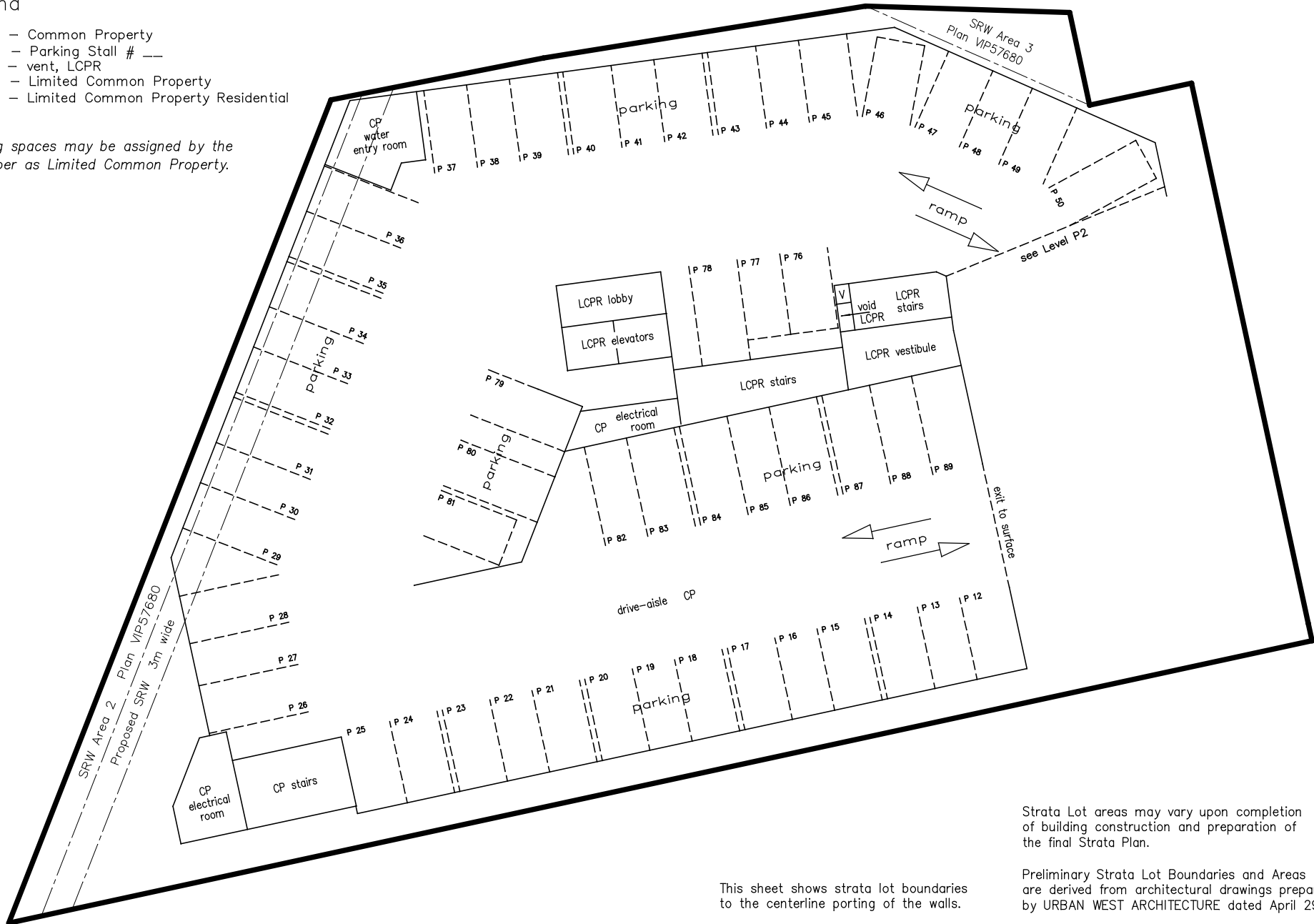
POWELL & ASSOCIATES
 BC Land Surveyors
 File: 13207
 July 4, 2022

Scale 1 : 300

Legend

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- P___ — Parking Stall # ___
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Tillicum Condos

1075 Tillicum Road

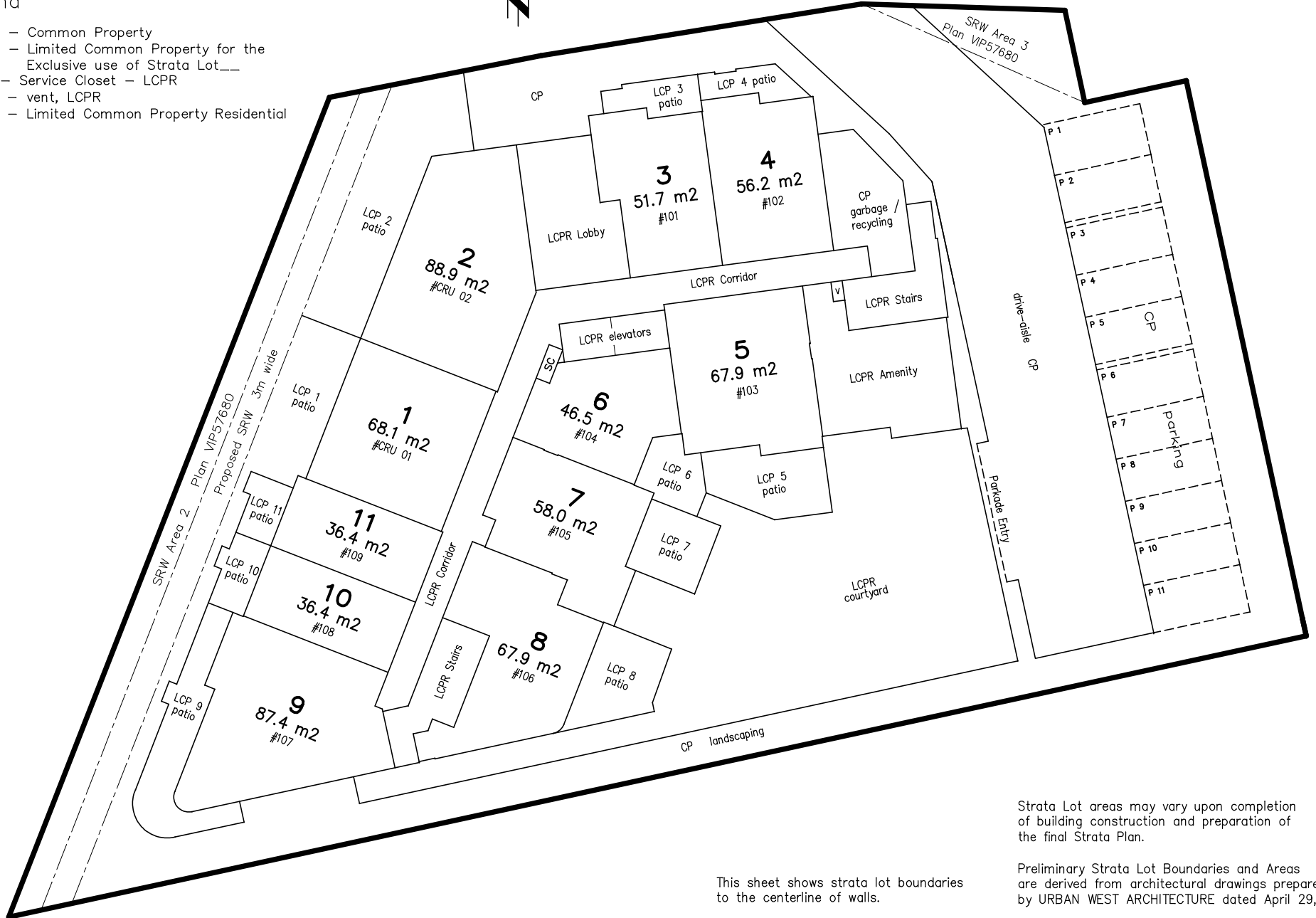
Scale 1 : 300

Legend

- CP - Common Property
- LCP_ - Limited Common Property for the Exclusive use of Strata Lot__
- SC - Service Closet - LCPR
- V - vent, LCPR
- LCPR - Limited Common Property Residential

Sheet 4 of 10 Sheets
1st Floor

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
July 4, 2022



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Tillicum Condos

1075 Tillicum Road

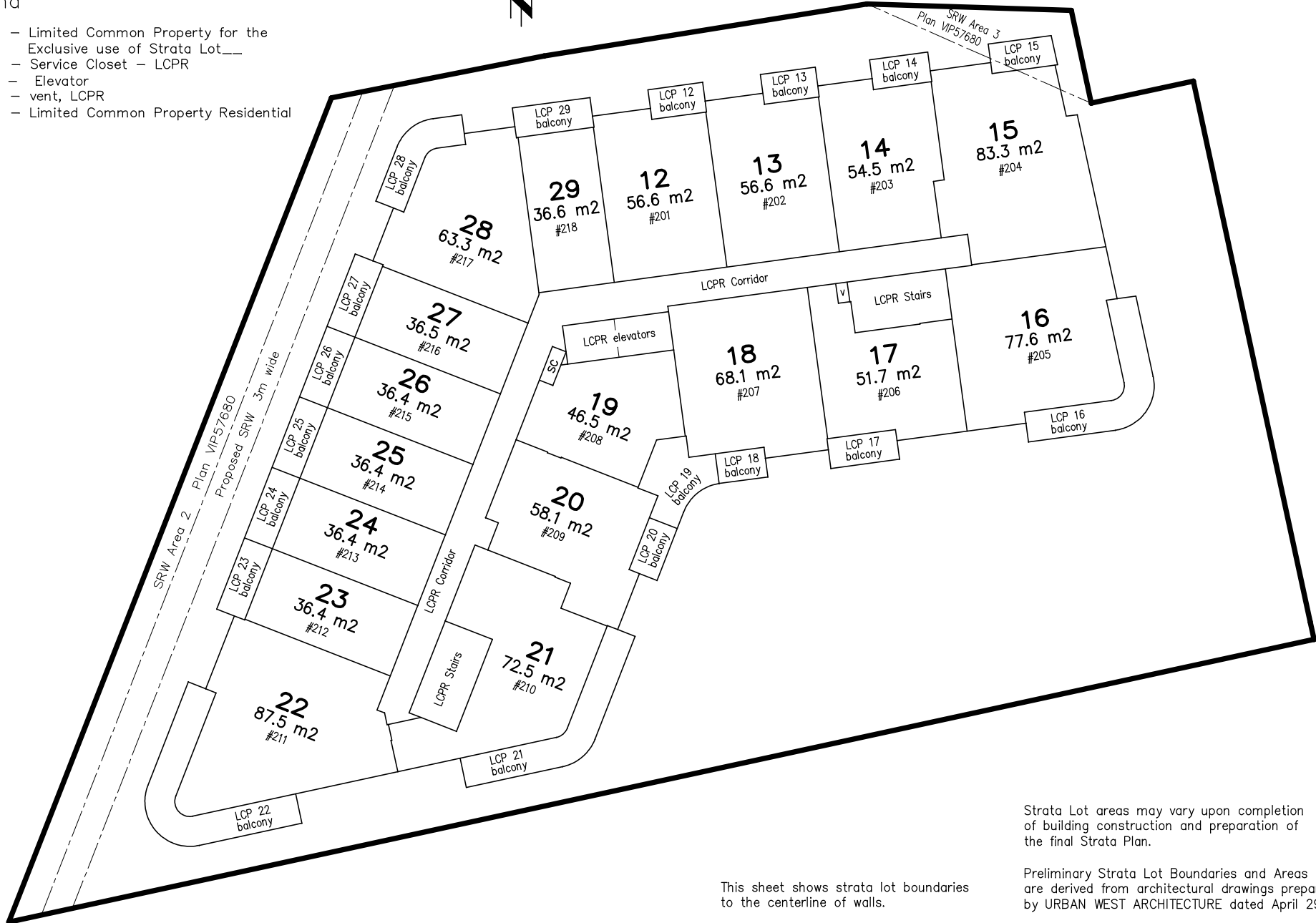
Sheet 5 of 10 Sheets
2nd Floor

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
July 4, 2022

Scale 1 : 300

Legend

- LCP_ - Limited Common Property for the Exclusive use of Strata Lot___
- S/C - Service Closet - LCPR
- ELEV - Elevator
- V - vent, LCPR
- LCPR - Limited Common Property Residential



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Tillicum Condos

1075 Tillicum Road

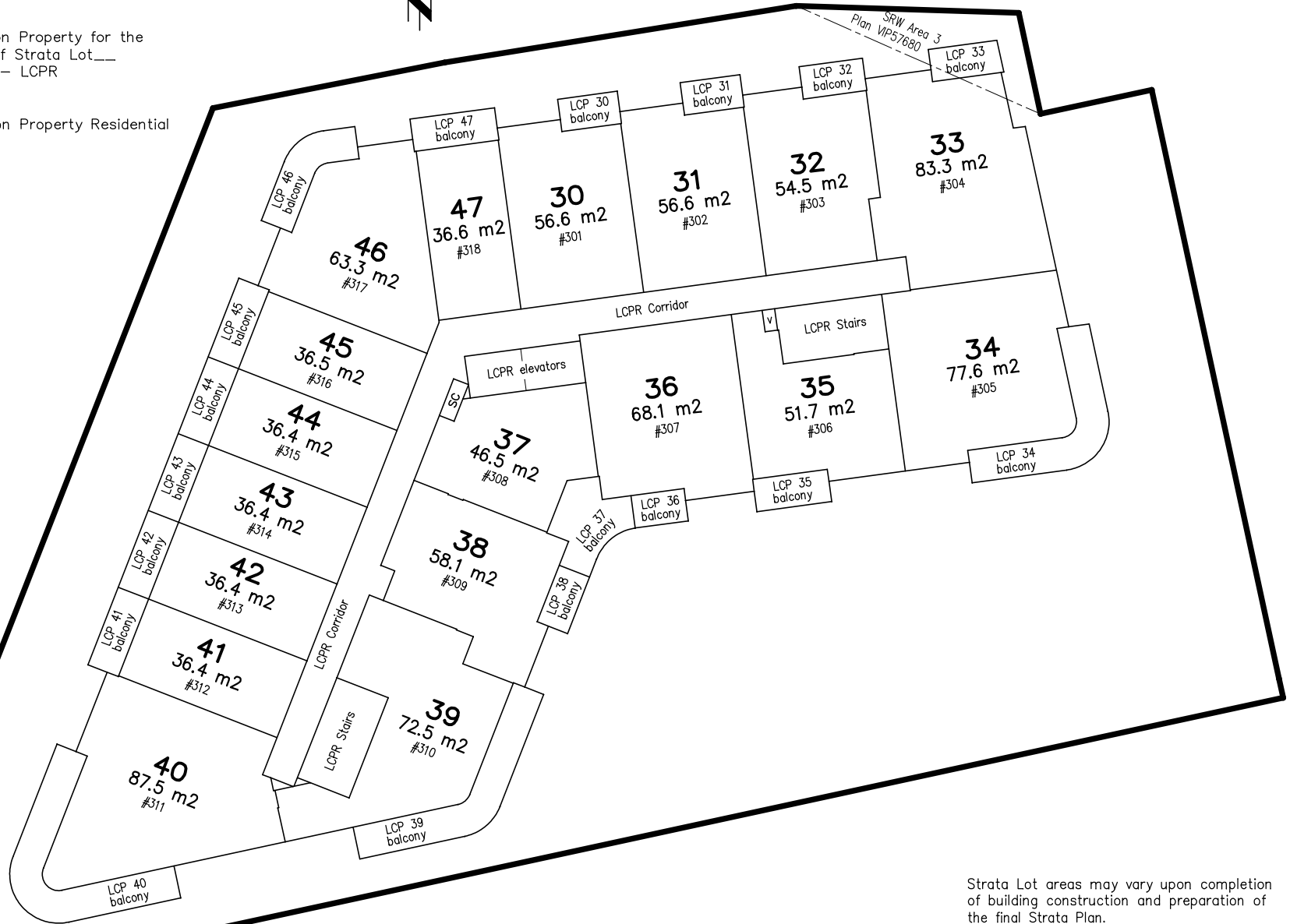
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Legend

- LCP_ - Limited Common Property for the Exclusive use of Strata Lot___
- S/C - Service Closet - LCPR
- ELEV - Elevator
- V - vent, LCPR
- LCPR - Limited Common Property Residential

Sheet 6 of 10 Sheets
3rd Floor

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
July 4, 2022



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Tillicum Condos

1075 Tillicum Road

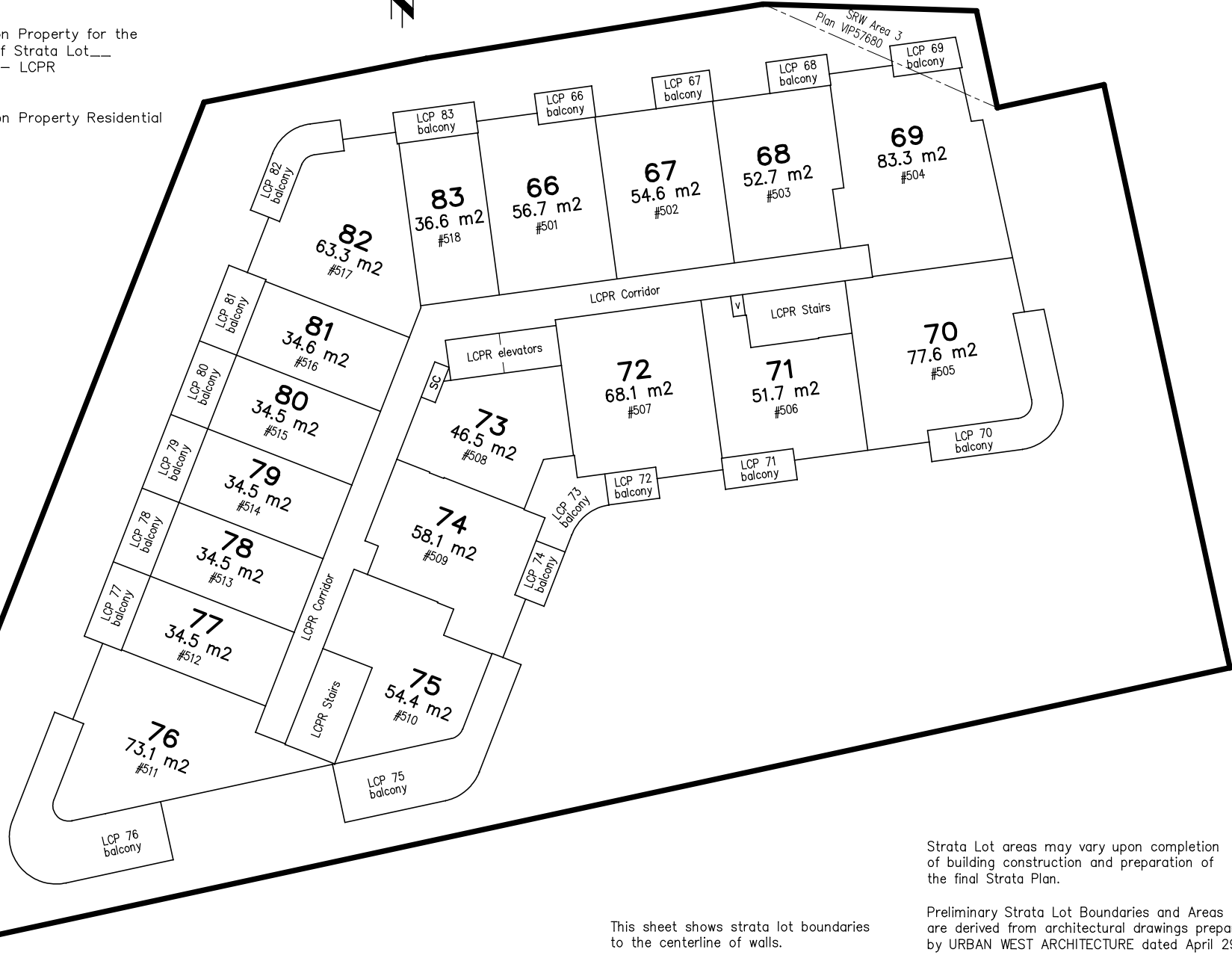
Sheet 8 of 10 Sheets
5th Floor

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
July 4, 2022

Scale 1 : 300

Legend

- LCP_ - Limited Common Property for the Exclusive use of Strata Lot___
- S/C - Service Closet - LCPR
- ELEV - Elevator
- V - vent, LCPR
- LCPR - Limited Common Property Residential



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Tillicum Condos

1075 Tillicum Road

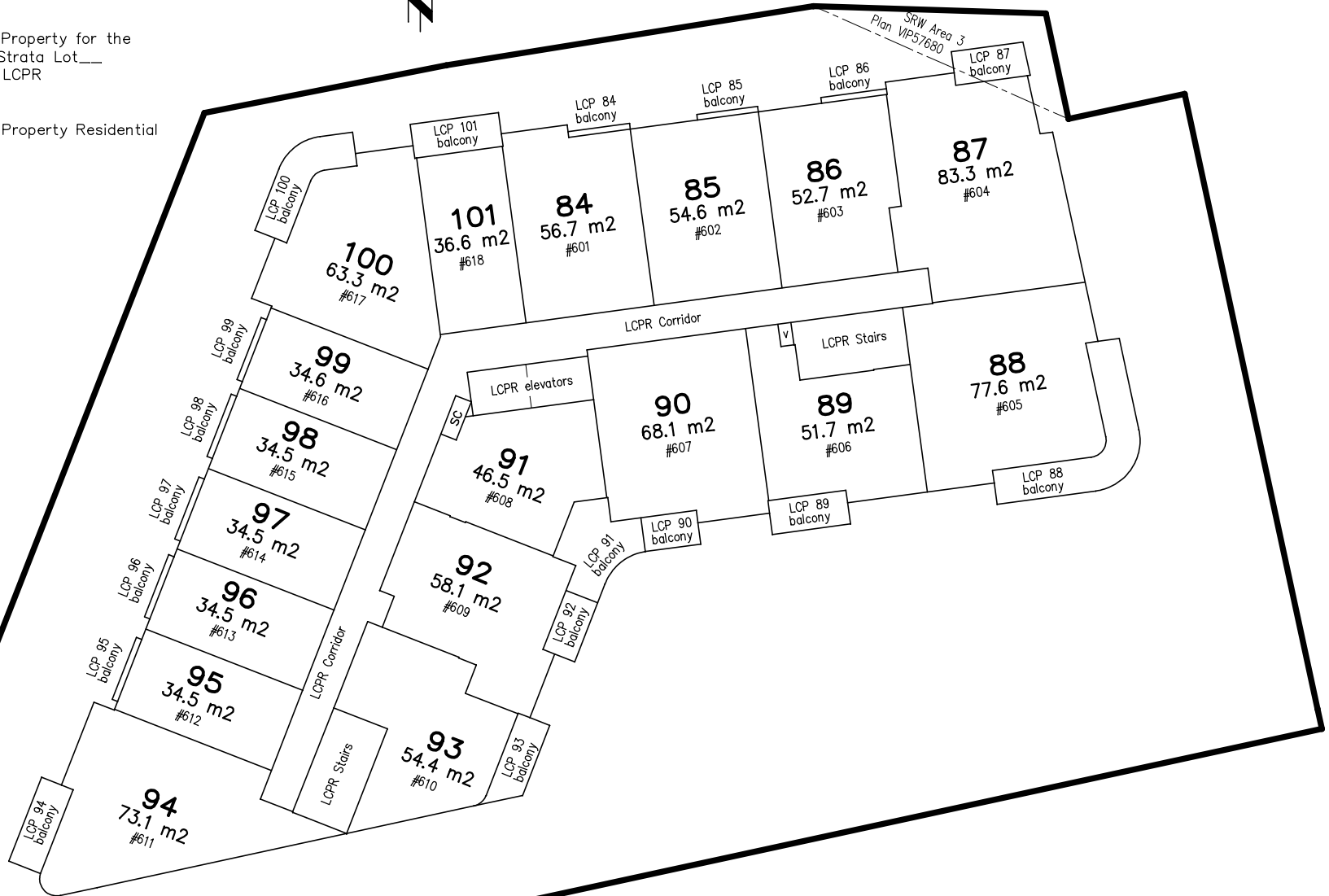
Sheet 9 of 10 Sheets
6th Floor

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
July 4, 2022

Scale 1 : 300

Legend

- LCP_ - Limited Common Property for the Exclusive use of Strata Lot___
- S/C - Service Closet - LCPR
- ELEV - Elevator
- V - vent, LCPR
- LCPR - Limited Common Property Residential



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Tillicum Condos 1075 Tillicum Road

Scale 1 : 300

Legend

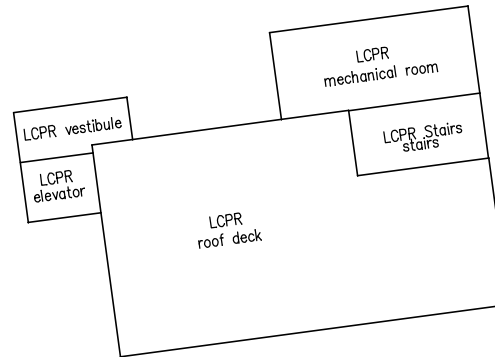
- ELEV - Elevator
- LCPR - Limited Common Property Residential

Sheet 10 of 10 Sheets
Roof

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
July 4, 2022



SRW Area 3
Plan V1P576/60



Strata Lot areas may vary upon completion of building construction and preparation of the final Strata Plan.

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Exhibit "B"
Zoning Attached

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BYLAW NO. 3056

A Bylaw to amend Bylaw No. 2050, cited as the
"Zoning Bylaw, 1992, No. 2050"

THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
ESQUIMALT, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the "*ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW, 2022, NO. 3056*".

2. That Bylaw No. 2050, cited as the "Zoning Bylaw, 1992, No. 2050" be amended as follows:

(1) by adding the following words and figures in Section 31, Zone Designations, in the appropriate alpha-numeric sequence:

"Comprehensive Development District No. 147 (1075 Tillicum Road) CD No. 147"

(2) by adding the following text as Section 67.134 (or as other appropriately numbered subsection within Section 67):

67.134 COMPREHENSIVE DEVELOPMENT DISTRICT NO. 147 [CD NO. 147]

In that Zone designated as CD No. 147 [Comprehensive Development District No. 147] no Building or Structure or part thereof shall be erected, constructed, placed, maintained or used and no land shall be used except in accordance with and subject to the regulations contained in or incorporated by reference into this Section.

(1) **Permitted Uses**

Only Mixed Commercial / Residential use is permitted and the following Uses and no others shall be permitted as part of that development:

- (a) Dwelling – Multiple Family
- (b) Home Occupation
- (c) Beverage Manufacturer with Liquor Lounge
- (d) Business and Professional Office
- (e) Entertainment
- (f) Group Children's Day Care Centre
- (g) Laboratory and clinic
- (h) Licensed liquor establishments subject to the provisions of the *Liquor Control and Licensing Act* and Regulations
- (i) Liquor Store
- (j) Personal Service Establishment

- (k) Public Health Clinic or facility
- (l) Restaurant
- (m) Retail Store
- (n) Veterinary Clinic
- (o) Video Store

(2) **Density - Floor Area Ratio**

- (a) **Base Density:** The Floor Area Ratio shall not exceed 1.5.
- (b) **Bonus Density:** The Floor Area Ratio may be increased up to, but shall not exceed 2.39 on the provision of the following:
 - (i) Cash contribution of \$107,478 to be used for active transportation improvements along Tillicum Road between Gorge Road and Craigflower Road.

(3) **Parcel Size**

The minimum Parcel Size of fee simple Parcels created by subdivision shall be 2300 square metres.

(4) **Number of Principal Buildings**

Not more than one (1) Principal Building shall be located on a Parcel.

(5) **Number of Dwelling Units**

No more than ninety-nine (99) Dwelling Units shall be located on a Parcel.

(66) **Size and Location of Commercial Space**

The minimum Floor area dedicated to Commercial Uses shall not be less than 160 square metres located on the First Storey.

(6) **Building Height**

No Principal Building shall exceed a Height of 21.7 metres.

(7)) **Lot Coverage**

- (a) Principal Building shall not cover more than 82% of the Area of the Parcel including a parking structure.
- (b) That portion of the Principal Building constructed at or above the First Storey shall not cover more than 48% of the Area of the Parcel.

(8) **Siting Requirements**

(a) **Principal Building:**

- (i) **Front Setback:** No Principal Building shall be located within 6.0 metres of the Front Lot Line.
- (ii) **Interior Side Setback:** No Principal Building shall be

located within 2.9 metres of the northern Interior Side Lot Line.

- (iii) Interior Side Setback: No Principal Building shall be located within 3.5 metres of the southern Interior Side Lot Line.
- (iv) Rear Setback: No Principal Building shall be located within 6.5 metres of the Rear Lot Line.

(b) Accessory Buildings:

- (i) No Accessory Building shall be permitted.

(9) Siting Exceptions

(a) Principal Building:

- (i) The minimum distance to the Front Lot Line may be reduced to 0 metres to accommodate the parking structure situated below the First Storey of a Principal Building.
- (ii) The minimum distance to the northern Interior Side Lot Line may be reduced to 0 metres to accommodate the parking structure situated below the First Storey of a Principal Building.
- (iii) The minimum distance to the southern Interior Side Lot Line may be reduced to 1.7 metres to accommodate the parking structure situated below the First Storey of a Principal Building.
- (iv) The minimum distance to the Rear Lot Line may be reduced to 2.5 metres to accommodate the parking structure situated below the First Storey of a Principal Building.
- (v) The minimum distance to the Front Lot Line may be reduced by not more than 0.65 metres to accommodate the southwestern corner unit.

(10) Fencing

- (a) Subject to Section 22, no fence shall exceed a Height of 1.2 metres in front of the front face of the Principal Building and 2 metres behind the front face of the Principal Building.
- (b) Notwithstanding Section 22(1), fencing located on top of a retaining wall shall be measured distinctly and shall not exceed a Height of 1.2 metres in front of the front face of the Principal Building and 2 metres behind the front face of the Principal Building.

(11) **Usable Open Space**

Usable Open Space shall be provided in an amount not less than 180 square metres.

(12) **Off-Street Parking**

- (a) Notwithstanding Sections 11 and 13 of Parking Bylaw, 1992, No. 2011 (as amended), off street parking shall be provided in the minimum of 5 parking spaces to serve both the commercial portions of the building and the visitors of the dwelling units.
- (b) Notwithstanding Section 13 of Parking Bylaw, 1992, No. 2011 (as amended), off-street parking shall be provided in the minimum ratio of 0.84 spaces per dwelling unit.
- (c) Notwithstanding Section 14(2)(a) of Parking Bylaw, 1992, No. 2011 (as amended), 51% of the required Parking Spaces may be designated for small cars by reducing the depth of a stall for 90 degree parking from 5.5 metres to 4.5 metres.
- (d) Notwithstanding Section 14 of Parking Bylaw, 1992, No. 2011 (as amended), the minimum width of a two way manoeuvring aisle accessing two banks of parking shall be 6.75 metres.
- (e) For greater certainty, all other uses must comply with Parking Bylaw requirements.

- 3. by changing the zoning designation of PID 018-050-859 Lot B, Section 10, Esquimalt District, Plan VIP55556 [1075 Tillicum Road], shown cross-hatched on Schedule "A" attached hereto, from C-6A [Licensed Liquor Establishment – Professional Office] to CD No. 147 [Comprehensive Development District No. 147]
- 4. by changing Schedule 'A' Zoning Map, attached to and forming part of "Zoning Bylaw, 1992, No. 2050" to show the changes in zoning classification effected by this bylaw.


READ a first time by the Municipal Council on the 7th day of March, 2022.

READ a second time by the Municipal Council on the 4th day of April, 2022.

A Public Hearing was held pursuant to Sections 464, 465, 466 and 468 of the *Local Government Act* on the 25th day of April, 2022.

READ a third time by the Municipal Council on the 25th day of April, 2022.

ADOPTED by the Municipal Council on the 13th day of June, 2022.



BARBARA DESJARDINS
MAYOR



DEBRA HOPKINS
CORPORATE OFFICER



1083

Uganda Ave

99

101

912

914

918

1051

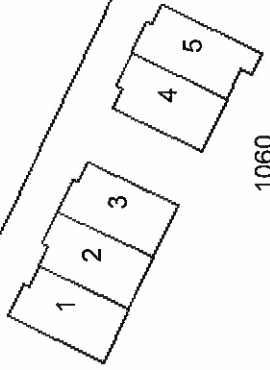
1047 926

McNaughton Ave

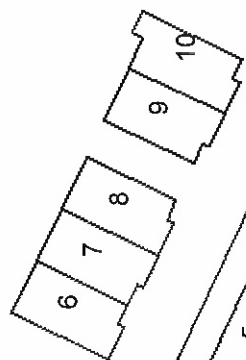
Schedule 'A'
Bylaw No. 3056

Tillicum Rd

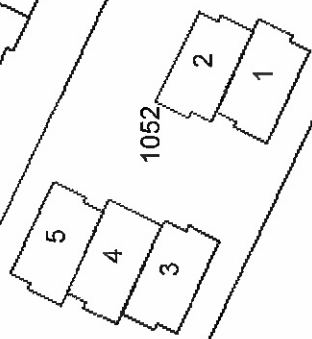
1073



1060



1052



1048

Exhibit "C"

Proposed Form V – Schedule of Unit Entitlement Attached

Form V

SCHEDULE OF UNIT ENTITLEMENT (Sections 245 (a), 246, 264)

Pro Forma

Re: Strata Plan _____

being a strata plan of PID: 018-050-859

Lot B, Section 10, Esquimalt District, Plan VIP55556

STRATA PLAN CONSISTING OF BOTH RESIDENTIAL AND NONRESIDENTIAL 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, James Worton, a British Columbia Land Surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: _____(month, day, year)

Signature

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

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

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement of Residential Strata Lots**	%* of Total Unit Entitlement of All Strata Lots**
3	4	51.7	52	0.96	0.93
4	4	56.2	56	1.04	1.01
5	4	67.9	68	1.26	1.22
6	4	46.5	47	0.87	0.85
7	4	58	58	1.07	1.04
8	4	67.9	68	1.26	1.22
9	4	87.4	87	1.61	1.56
10	4	36.4	36	0.67	0.65
11	4	36.4	36	0.67	0.65
12	5	56.6	57	1.05	1.02
13	5	56.6	57	1.05	1.02
14	5	54.5	55	1.02	0.99
15	5	83.3	83	1.54	1.49
16	5	77.6	78	1.44	1.40
17	5	51.7	52	0.96	0.93
18	5	68.1	68	1.26	1.22
19	5	46.5	47	0.87	0.85
20	5	58.1	58	1.07	1.04
21	5	72.5	73	1.35	1.31
22	5	87.5	88	1.63	1.58
23	5	36.4	36	0.67	0.65
24	5	36.4	36	0.67	0.65
25	5	36.4	36	0.67	0.65
26	5	36.4	36	0.67	0.65
27	5	36.5	37	0.68	0.67
28	5	63.3	63	1.17	1.13
29	5	36.6	37	0.68	0.67
30	6	56.6	57	1.05	1.02
31	6	56.6	57	1.05	1.02
32	6	54.5	55	1.02	0.99
33	6	83.3	83	1.54	1.49
34	6	77.6	78	1.44	1.40
35	6	51.7	52	0.96	0.93
36	6	68.1	68	1.26	1.22
37	6	46.5	47	0.87	0.85
38	6	58.1	58	1.07	1.04
39	6	72.5	73	1.35	1.31
40	6	87.5	88	1.63	1.58
41	6	36.4	36	0.67	0.65
42	6	36.4	36	0.67	0.65

43	6	36.4	36	0.67	0.65
44	6	36.4	36	0.67	0.65
45	6	36.5	37	0.68	0.67
46	6	63.3	63	1.17	1.13
47	6	36.6	37	0.68	0.67
48	7	56.6	57	1.05	1.02
49	7	56.6	57	1.05	1.02
50	7	54.5	55	1.02	0.99
51	7	83.3	83	1.54	1.49
52	7	77.6	78	1.44	1.40
53	7	51.7	52	0.96	0.93
54	7	68.1	68	1.26	1.22
55	7	46.5	47	0.87	0.85
56	7	58.1	58	1.07	1.04
57	7	72.5	73	1.35	1.31
58	7	87.5	88	1.63	1.58
59	7	36.4	36	0.67	0.65
60	7	36.4	36	0.67	0.65
61	7	36.4	36	0.67	0.65
62	7	36.4	36	0.67	0.65
63	7	36.5	37	0.68	0.67
64	7	63.3	63	1.17	1.13
65	7	36.6	37	0.68	0.67
66	8	56.7	57	1.05	1.02
67	8	54.6	55	1.02	0.99
68	8	52.7	53	0.98	0.95
69	8	83.3	83	1.54	1.49
70	8	77.6	78	1.44	1.40
71	8	51.7	52	0.96	0.93
72	8	68.1	68	1.26	1.22
73	8	46.5	47	0.87	0.85
74	8	58.1	58	1.07	1.04
75	8	54.4	54	1.00	0.97
76	8	73.1	73	1.35	1.31
77	8	34.5	35	0.65	0.63
78	8	34.5	35	0.65	0.63
79	8	34.5	35	0.65	0.63
80	8	34.5	35	0.65	0.63
81	8	34.6	35	0.65	0.63
82	8	63.3	63	1.17	1.13
83	8	36.6	37	0.68	0.67
84	9	56.7	57	1.05	1.02
85	9	54.6	55	1.02	0.99
86	9	52.7	53	0.98	0.95
87	9	83.3	83	1.54	1.49

88	9	77.6	78	1.44	1.40
89	9	51.7	52	0.96	0.93
90	9	68.1	68	1.26	1.22
91	9	46.5	47	0.87	0.85
92	9	58.1	58	1.07	1.04
93	9	54.4	54	1.00	0.97
94	9	73.1	73	1.35	1.31
95	9	34.5	35	0.65	0.63
96	9	34.5	35	0.65	0.63
97	9	34.5	35	0.65	0.63
98	9	34.5	35	0.65	0.63
99	9	34.6	35	0.65	0.63
100	9	63.3	63	1.17	1.13
101	9	36.6	37	0.68	0.67
99			Total Unit Entitlement of Residential Strata Lots 5405		

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

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

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

- a) the total 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) (b) (i) of the Strata Property Act.

CERTIFICATE OF BRITISH COLUMBIA LAND SURVEYOR

I, James Worton, a British Columbia Land Surveyor, certify that the following table reflects the total area of each nonresidential strata lot.

Date: _____(month, day, year)

Signature

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

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in m2	Unit Entitlement	%* of Total Unit Entitlement of Non-Residential Strata Lots**	%* of Total Unit Entitlement of All Strata Lots**
1	4	68.1	68	43.31	1.22
2	4	88.9	89	56.69	1.60
Total Number of Non-Residential Strata Lots		Total Unit Entitlement of Non-Residential Strata Lots			
2		157			

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

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

Schedule of Unit Entitlement approved by the Superintendent of Real Estate in accordance with section 246(5) of the Strata Property Act.

Signature of Superintendent of Real Estate

Date: _____(month, day, year)

Signature of Owner Developer

Signature of Superintendent of Real Estate
(If submitted under Section 264 of the Act)

Date: _____(month, day, year)

Strata Lot No.	Type of Strata Lot	Sheet No.	Number of Votes
98	residential	9	1.0
99	residential	9	1.0
100	residential	9	1.0
101	residential	9	1.0
Total Number of Strata Lots: 101			Total Number of Votes: 101.88

Signature of Owner Developer

Signature of Superintendent of Real Estate
(If submitted under Section 264 of the Act)

Date: _____(month, day, year)

Exhibit “D”
Proposed Schedule of Voting Rights Attached

Strata Property Act

**Form W - SCHEDULE OF VOTING RIGHTS
(Sections 245(b), 247, 248 264)**

Re: Strata Plan

being a strata plan of PID: 018-050-859

Lot B, Section 10, Esquimalt District, Plan VIP55556

The strata plan is composed of 6 nonresidential strata lots, and 75 residential strata lots.

The number of votes per strata lot is one of the following as set out in the following table:

- a) the number of votes per residential strata lot, if any, is 1, and the number of votes per nonresidential strata lot is calculated in accordance with section 247 (2) (a) (ii) of the Strata Property Act.
- OR** b) the strata plan is composed entirely of nonresidential strata lots, and the number of votes per strata lot is calculated in accordance with section 247 (2) (b) of the Strata Property Act.
- OR** c) the number of votes per strata lot is approved by the Superintendent of Real Estate in accordance with section 248 of the Strata Property Act.

Signature of Superintendent of Real Estate

Strata Lot No.	Type of Strata Lot	Sheet No.	Number of Votes
1	non-residential	4	1.25
2	non-residential	4	1.63
3	residential	4	1.0
4	residential	4	1.0
5	residential	4	1.0
6	residential	4	1.0
7	residential	4	1.0
8	residential	4	1.0
9	residential	4	1.0
10	residential	4	1.0
11	residential	5	1.0
12	residential	5	1.0
13	residential	5	1.0
14	residential	5	1.0
15	residential	5	1.0
16	residential	5	1.0
17	residential	5	1.0
18	residential	5	1.0
19	residential	5	1.0

Strata Lot No.	Type of Strata Lot	Sheet No.	Number of Votes
20	residential	5	1.0
21	residential	5	1.0
22	residential	5	1.0
23	residential	5	1.0
24	residential	5	1.0
25	residential	5	1.0
26	residential	5	1.0
27	residential	5	1.0
28	residential	5	1.0
29	residential	5	1.0
30	residential	6	1.0
31	residential	6	1.0
32	residential	6	1.0
33	residential	6	1.0
34	residential	6	1.0
35	residential	6	1.0
36	residential	6	1.0
37	residential	6	1.0
38	residential	6	1.0
39	residential	6	1.0
40	residential	6	1.0
41	residential	6	1.0
42	residential	6	1.0
43	residential	6	1.0
44	residential	6	1.0
45	residential	6	1.0
46	residential	6	1.0
47	residential	6	1.0
48	residential	7	1.0
49	residential	7	1.0
50	residential	7	1.0
51	residential	7	1.0
52	residential	7	1.0
53	residential	7	1.0
54	residential	7	1.0
55	residential	7	1.0
56	residential	7	1.0
57	residential	7	1.0

Strata Lot No.	Type of Strata Lot	Sheet No.	Number of Votes
58	residential	7	1.0
59	residential	7	1.0
60	residential	7	1.0
61	residential	7	1.0
62	residential	7	1.0
63	residential	7	1.0
64	residential	7	1.0
65	residential	7	1.0
66	residential	8	1.0
67	residential	8	1.0
68	residential	8	1.0
69	residential	8	1.0
70	residential	8	1.0
71	residential	8	1.0
72	residential	8	1.0
73	residential	8	1.0
74	residential	8	1.0
75	residential	8	1.0
76	residential	8	1.0
77	residential	8	1.0
78	residential	8	1.0
79	residential	8	1.0
80	residential	8	1.0
81	residential	8	1.0
82	residential	8	1.0
83	residential	8	1.0
84	residential	9	1.0
85	residential	9	1.0
86	residential	9	1.0
87	residential	9	1.0
88	residential	9	1.0
89	residential	9	1.0
90	residential	9	1.0
91	residential	9	1.0
92	residential	9	1.0
93	residential	9	1.0
94	residential	9	1.0
95	residential	9	1.0
96	residential	9	1.0
97	residential	9	1.0

Strata Lot No.	Type of Strata Lot	Sheet No.	Number of Votes
98	residential	9	1.0
99	residential	9	1.0
100	residential	9	1.0
101	residential	9	1.0
Total Number of Strata Lots: 101			Total Number of Votes: 101.88

Signature of Owner Developer

Signature of Superintendent of Real Estate
(If submitted under Section 264 of the Act)

Date: _____(month, day, year)

Exhibit "E"

Modo Shared Vehicle Agreement Attached

CO-OPERATIVE CARSHARING AGREEMENT

THIS AGREEMENT made the ____ day of _____, _____,

BETWEEN:

MODO CO-OPERATIVE
200 - 470 Granville Street
Vancouver, B.C.
V6C 1V5

(“**Modo**”)

AND:

(“_____”)

WHEREAS:

- A. Developer (as defined below) is the registered owner of those certain lands located in the Township of Esquimalt, in the Province of British Columbia and legally described as follows:

PID: _____,
legal lot description _____,
(the “**Lands**”);

- B. Developer is proposing to cause the construction of a new strata residential development (the “**Development**”) on the Lands;
- C. It is intended that upon the completion of construction of the Development, the Lands will be subdivided by way of a strata plan (the “**Strata Plan**”) pursuant to the Strata Property Act (British Columbia) in order to create 99 residential strata lots (collectively, the “**Strata Lots**”, and each a “**Strata Lot**”);
- D. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- E. As a condition of approving the Development, the municipality of Esquimalt in British Columbia (the “**Municipality**”) requires Developer 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**”);
- F. In addition, the Municipality requires Developer to designate one (1) parking space at the Development for the exclusive use of the Shared Vehicle (the “**Shared Vehicle Parking Space**” as set out in Schedule A hereto) and free-of-charge to Modo;
 - G. In addition, the Municipality requires Developer to provide an incentive allowing 99 Residents (as defined below) to join the Carsharing Program without the need to themselves pay membership fees;
 - H. 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;
 - I. 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**”);
 - J. 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
 - K. 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(e);
 - (c) “**Carsharing Program**” has the meaning set out in Recital E;
 - (d) “**Commencement Date**” means the date on which the Occupancy Permit is issued by the Municipality;

- (e) **“Developer”** means _____ and any of its heirs, executors, administrators, successors, assigns, subsidiaries or nominees who may assume the right, title or interest in the Development and/or this Agreement from Developer named herein, and expressly includes any party which may manage or operate the Development for Developer from time to time;
- (f) **“Development”** has the meaning set out in Recital B;
- (g) **“Driving Credits”** has the meaning set out in section 7.2;
- (h) **“Estimated Occupancy Date”** has the meaning set out in section 3.5;
- (i) **“EV Station”** means one (1) electric vehicle charging station (which specifications are defined in Schedule B) to be provided, installed, maintained and replaced by Developer, at Developer’s sole cost, to be used for the sole purpose of charging the Shared Vehicle, and to be located next to the Shared Vehicle Parking Space;
- (j) **“Lands”** has the meaning set out in Recital A;
- (k) **“Marketing Program”** has the meaning set out in section 7.2;
- (l) **“Mediator”** means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;
- (m) **“Membership Holder”** means the Strata Corporation;
- (n) **“Membership Shares”** means membership shares in Modo;
- (o) **“Modo Members”** has the meaning set out in Recital J;
- (p) **“Municipality”** has the meaning set out in Recital E;
- (q) **“Occupancy Permit”** means the first occupancy permit issued by the Municipality in respect of the Development;
- (r) **“Partner User”** means a Resident (as defined below) who benefits from Modo membership privileges by way of the Partnership Membership;
- (s) **“Partnership Membership”** means the Membership Holder membership in Modo by way of ownership of the Subject Shares (as defined in section 2.1);
- (t) **“Project Fee”** has the meaning set out in section 2.1;
- (u) **“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;
- (v) **“Rules”** has the meaning set out in section 5.4(a);
 - (w) **“Services”** has the meaning set out in Recital I;
 - (x) **“Shared Vehicle Deployment Sequence”** has the meaning set out in section 6.4;
 - (y) **“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 a Shared Vehicle Parking Space;
 - (z) **“Shared Vehicle”** has the meaning set out in Recital E;
 - (aa) **“Strata Corporation”** means the strata corporation to be formed pursuant to the *Strata Property Act* upon deposit of the Strata Plan at the Victoria Land Title Office;
 - (bb) **“Strata Lots”** has the meaning set out in Recital C, and **“Strata Lot”** means any one of them;
 - (cc) **“Strata Plan”** has the meaning set out in Recital C;
 - (dd) **“Strata Property Act”** means the Strata Property Act (British Columbia), as amended from time to time;
 - (ee) **“Subject Shares”** has the meaning set out in section 2.1;
 - (ff) **“Sustainable Usage Levels”** means the level of use of the Modo vehicles by members that remains cost-effective to meet Modo’s usage goals; and,
 - (gg) **“Term”** means the term of this Agreement as described in section 9.1.

ARTICLE 2 - PROJECT FEE

- 2.1 At least sixty (60) days prior to Estimated Occupancy Date, Developer will pay to Modo the aggregate sum of \$49,500.00 inclusive of taxes and fees (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 Shared Vehicle.

- 2.2 Upon payment of the Project Fee, Modo will issue the Subject Shares 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 the year 2030, the Project Fee will increase by 4% for each year thereafter, on January 1st 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.
- 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. The unauthorized vehicle(s) parked in the Shared Vehicle Parking Space would be removed at the vehicle owners' risk and expense.
- 3.4 Developer will ensure that the EV Station is operational and for the exclusive use of Modo from the Commencement Date and throughout the Term.
- 3.5 At least sixty (60) calendar 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 Holder pursuant to section 4.1, Developer will cause the Subject Shares, which together form the Partnership Membership, to be transferred to and registered in the name of the Membership Holder and the Membership Holder 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 HOLDER

- 4.1 Developer will cause the Strata Corporation created upon the filing of the Strata Plan to execute an assignment and assumption agreement pursuant to which Developer will assign its interest in this Agreement to the Strata Corporation and the Strata Corporation will assume all of Developer's obligations under this Agreement and any other obligations herein which are expressly identified as obligations of the Strata Corporation and Membership Holder. If the Subject Shares were issued to Developer prior to such assumption, then Developer will transfer an undivided interest in the Subject Shares to the Strata Corporation concurrently with such assumption, and Modo hereby consents to such transfer.
- 4.2 Effective upon the assumption of this Agreement by the Membership Holder pursuant to sections 4.1, 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 HOLDER

- 5.1 The parties agree that the Subject Shares will be registered in the name of the Membership Holder. The Membership Holder will be the legal owner 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 any given Strata Lot 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 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 Holder agrees on behalf of the Residents that, upon assuming this Agreement, it will:
- (a) administer the Partnership Membership in accordance with the rules set out in Schedule C hereto (the "**Rules**");

- (b) the Membership Holder will use reasonable commercial efforts to make available to Residents the Rules; and
 - (c) at all times retain ownership of the Subject Shares.
- 5.5 Every six (6) calendar months during the Term (commencing within six (6) months after the Commencement Date), Modo will provide the Strata Corporation in writing with the name of each Partner User who provided Modo with the address of a 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, the Membership Holder will confirm to Modo in writing which Partner Users have ceased to be Residents of their respective Strata Lots, and Modo will cancel such Partner Users' benefits of the Partnership Membership and such former Residents will cease to be Partner Users.
- 5.7 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.
- 5.8 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicle during the Term.
- 5.9 The Strata Corporation agrees to pay for the electricity withdrawn from the EV Station when due and Modo will reimburse the Strata Corporation in accordance with section 6.12.

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 equal to the Project Fee paid hereunder 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 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 for use as the Shared Vehicle, and will, forthwith upon the purchase of the Shared Vehicle, 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.

- 6.4 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 deployment sequence of the Shared Vehicle (the “**Shared Vehicle Deployment Sequence**”) as set out in Schedule D hereto.
- 6.5 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.
- 6.6 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.
- 6.7 Modo and Developer 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.
- 6.8 Notwithstanding the foregoing, Modo must promptly and at its own expense clean up any oil or other substance which spills or leaks from the 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.
- 6.9 Modo will at its sole expense provide Developer with appropriate signage for the Shared Vehicle Parking Space.
- 6.10 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.
- 6.11 Modo acknowledges and agrees that Developer and the Membership Holder 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.
- 6.12 Modo will reimburse the Strata Corporation the amount paid by the Strata Corporation 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 Strata Corporation and Modo.
- 6.13 Modo reserves the right to temporarily relocate the Shared Vehicle parked in the Shared Vehicle Parking Space if use of the Shared Vehicle Parking Space is not possible in accordance with section 3.1 or 3.2 for a duration greater than twenty-four (24) consecutive hours and until use of the Shared Vehicle Parking Space has been re-established in accordance with sections 3.1 and 3.2. Promptly following use being made possible in accordance with sections 3.1 and 3.2, Modo will relocate the Shared Vehicle back to the Shared Vehicle Parking Space.
- 6.14 Modo reserves the right to temporarily relocate the Shared Vehicle parked in the Shared Vehicle Parking Space if status or use of the EV Station is not in accordance with section 3.4 for a duration greater than twenty-four (24) consecutive hours and until status and use of the EV Station have been re-established in accordance with section 3.4. Promptly following status and use of the EV Station being re-established in accordance with section 3.4, Modo will relocate the Shared Vehicle back to the Shared Vehicle Parking Space.
- 6.15 Modo will provide orientation to all Residents wishing to participate in the Carsharing Program or use Modo vehicles.
- 6.16 Modo will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.
- 6.17 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 Holder or its affiliates, subsidiaries, successors or assigns.
- 6.18 Modo represents and warrants that there are no other obligations associated with the holding of the Subject Shares beyond those which are contemplated in this Agreement, in the rules and policies of Modo regarding its shares, or at law.

ARTICLE 7 - MARKETING AND MONITORING

- 7.1 Modo acknowledges that the premises within the Development will be occupied by Residents that will change over time.

- 7.2 Modoto will establish a marketing program (the “**Marketing Program**”) where Modoto will, within fifteen (15) days following the Commencement Date, credit \$100 of driving credits (“**Driving Credits**”) to the Modoto account of each Resident who becomes a Modoto Member for the first time, which Driving Credits will only be applied to fees for usage of Modoto vehicles, for the duration of the Term.
- 7.3 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 Modoto, including:
- (a) a short description of Modoto, the Services, the Driving Credits and the Partnership Membership on the Development’s website;
 - (b) to the extent permitted by law, a direct email or mail to the Residents shortly after such Residents have moved in the Development, with a link to a dedicated “welcome” page on Modoto’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 Modoto’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 Holder consents and agrees to the foregoing and will take such steps as reasonably required to assist Developer in carrying out the foregoing obligations.
- 7.4 From the date of this Agreement until the termination of this Agreement, Developer and Modoto 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).
- 7.5 Developer and Modoto will only use each other’s wordmarks, logos or trade names pursuant to section 7.4 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).
- 7.6 The Membership Holder will permit Modoto 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 the 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 a security agreement in 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 corporate 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 be terminated 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 During the Shared Vehicle Minimum Term, this Agreement may not be amended or terminated without the prior written consent of the Director of Engineering and Public Works of the Municipality.
- 11.4 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 each group of Residents. Upon any amendments, Modo will immediately notify the Membership Holder, following which the Membership Holder will notify the Residents of such amendments.
- 11.5 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.
- 11.6 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, 5.8, 6.6 and 6.12 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.
- 11.7 If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, any of the parties may terminate this Agreement and in such case Modo will cancel the Subject Shares held by the Membership Holder, and the Membership Holder will not be entitled to a refund of the purchase price paid for the Subject Shares or any part thereof.
- 11.8 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 the Agreement. 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) after a period of ten (10) days following receipt of a responding party's written notice of reply, the parties will request the Mediator to assist the parties to reach agreement on any unresolved dispute. The Mediator will conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator;
 - (c) if the dispute remains unresolved for thirty (30) calendar 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) calendar 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 receipt of the responding party's written notice of reply referred to in section 13.1(b), the dispute will be resolved by an Arbitrator (as defined below) in accordance with section 13.1(e). 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;
 - (d) if the dispute has not been resolved within ten (10) days after the Mediator has been appointed under section 13.1(c), 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;
 - (e) 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;

- (f) the parties covenant and agree that the Arbitrator appointed hereunder has 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;
- (g) 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;
- (h) 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
- (i) the parties will each bear their own costs in connection with the foregoing and all costs of the arbitration (including 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 provided in writing to the following addresses or electronic mail addresses set out below:

- (a) Developer:
 - [ndlr: insert address]
 - Email: [ndlr: insert email address]
- (b) Modo

- 200 – 470 Granville Street, Vancouver, BC, V6C 1V5
- Email: 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 their posting in B.C. or emailing.
- 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 Corporation 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.
- 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.

[Remainder of page intentionally left blank; signature page to follow.]

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:
Title:

By Developer:

_____, by its authorized signatory

By: _____
Name:
Title:

**SCHEDULE A
SHARED VEHICLE PARKING SPACE**

[NDLR: Insert plan showing location and dimensions of parking space]

SCHEDULE B

CONSTRUCTION STANDARDS FOR SHARED VEHICLE PARKING SPACE

The Shared Vehicle Parking Space shall be constructed to the satisfaction of the Director of Engineering and Public Works and the Chief Building Official of the municipality 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 Director of Engineering and Public Works of the municipality 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 Shared Vehicle Parking Space shall be provided with an energized Level 2 electric vehicle charging station connected to an electrical current of 240 or 208 Volts and with a minimum power of 40 Amps. The Level 2 electric vehicle charging station shall have (i) access control using RFID cards and (ii) networking/telematic functions to remotely monitor and collect utilization data.

SCHEDULE C
PARTNERSHIP MEMBERSHIP RULES

1. The following terms have the following meanings:
 - (a) “**Development**” means the residential Development known as _____ located at _____, British Columbia.
 - (b) “**Membership Holder**” means the Strata Corporation;
 - (c) “**Modo**” means Modo Co-operative;
 - (d) “**Residents**” means, collectively, residents of the Development, and each such resident is referred to herein as a “**Resident**”;
 - (e) “**Strata Corporation**” means the strata corporation for the Development; and
2. The Membership Holder has assumed, or will assume, an agreement (the “**Co-operative Carsharing Agreement**”) with Modo pursuant to which Modo granted to the Membership Holder a Modo partnership membership (the “Membership”) by issuing to the Membership Holder 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 Holder 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 their 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 Holder harmless from any and all liabilities incurred by the Membership Holder and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made against the Membership Holder 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 Holder.
 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 party.
 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 Holder.
 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**

Commencement of Shared Vehicle deployment	Conditions for deployment of the Shared Vehicle
Within seven (7) days after the Commencement Date.	<ul style="list-style-type: none">• The Project Fee has been paid to Modo at least 60 days prior to the Commencement Date as per section 2.1 of this Agreement;• The Shared Vehicle Parking Space is available to Modo as per sections 3.1 and 3.2.of this Agreement; and• One (1) EV Station is operational and accessible to Modo as per section 3.4 this Agreement.

**SCHEDULE E
SECURITY AGREEMENT**

BY:

MODO CO-OPERATIVE
200 - 470 Granville Street,
Vancouver, B.C.
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:

Exhibit "F"

Lockcourier Parcel Locker Agreement Attached



Purchase Agreement – 902206-ABS-CEN001

Customer PO# :N/A

Date: 06-26-2022

Prepared by: Hector Gonzalez

Phone: 855-432-LOCK Email: hector@Lockourier.com

Client and Project Property Information

Property name:	Central Block	Property management company:	Proline	Property Address:	1075 Tillicum Road Victoria, BC
Property type:	Residential/ Commercial	Property Management contact: -	Paul Merrien paul@prolinemangeme nt.com	Point of contact and title:	Adam Cooper Director of Community Planning and Development
Daily package volume:	N/A	Number of units:	99 residential 2 CRU's	Number of buildings:	1
Billing Address:	301-1106 Cook St Victoria, BC	Billing contact, phone and email:	Adam Cooper 250.208.1444 acooper@abstractdeve lopments.com	Scheduled install date:	March 2025 (Approx.)
Shipping Address for lockers:	1075 Tillicum Road Victoria, BC	Shipping contact and phone:	Dan Serpa 250.986.2306	Proposed ship date:	TBD

Due with purchase order \$12,319.14 +TAX CAD

Installation Requirements

Customer agrees to the following installation requirements. Except where marked “optional,” all must be completed *prior* to the installation date listed above:

Always Refer to provided Lockourier installation drawings

1. Access to a 110V duplex electrical outlet positioned with the base of the outlet at a height of 77-inches from the FINISHED floor and centered above the main module.
2. Access to a 110V duplex electrical outlet positioned on the opposing wall(s) for the camera(s) power.
3. Access to an Ethernet outlet for Internet access positioned with the base of the outlet at a height of 77-inches from the FINISHED floor and above the main module and adjacent to the 110V duplex outlet.
4. Any and all renovation to the property to accommodate the above dimensions of the Lockourier LuxerOne system must be completed 14 days prior to installation.
5. Providing access for the installation team for the day of installation, including security access and parking.
6. Complete unit number list of all available units in community.
7. The floor where the lockers are to be placed must be level.
8. Shipping charges include white glove delivery with debris removal. Deliveries involving stairs, weekends or off hours, or any other special circumstances may be charged additional fees.
9. Should installer need to return due to unprepared site (as outlined above) when lockers are delivered, this may result in up to a \$500 rescheduling fee.
10. If installation date needs to be rescheduled within 2 weeks of install date by request of the Client, or due to site readiness issues identified by Luxer One, there may be up to a \$500 change fee.

Client initials that they will comply with the installation Requirements above _____

3 REPLACEMENT PARTS

- 3.1 As part of the Luxer One annual service contract, all electronics and locks will be replaced free of charge. In the event that a part needs to be repaired or replaced, the building management can simply call or email the support team propertysupport@luxerone.com to initiate warranty coverage. Replacement parts will be sent via 2-day service, free of charge and can be installed by on-site staff with remote help from Luxer One. Parts and labour are included for this first year from the date of installation. After 1 year, should Client elect to have a Luxer One technician be dispatched, Luxer One may charge up to \$150 per hour. All software updates are also included as part of the annual support fee. Luxer One may request that the defective parts be returned to Luxer One. Shipping on returned items to be covered by Lockourier/Luxer One.
- 3.2 Metal locker components are covered by a 3-year manufacturer warranty. Damage caused by vandalism, excessive wear and tear or adverse weather conditions are not covered by the warranty.

4 PURCHASE ORDER TERMS

- 4.1 By signing this Purchase Order, the parties agree to the terms and conditions set forth on this Purchase Order and in the currently numbered Sections 1 – 4, 6, 9 - 17, 19, and 20 of LockKourier LuxerOne's Terms of Service located at <http://luxerone.com/terms-of-service> (Schedule D) In the event of a conflict between the terms and provisions of this Purchase Order and the terms and provisions of LockKourier LuxerOne's Terms of Service, the terms and provisions of the Purchase Order will prevail with respect to such conflicting matters. All prices are quoted in **Canadian funds**.
- 4.2 All hardware is invoiced for payment with an executed contract and/or purchase order, **with deposit of \$12,319.14+TAX CAD**. Hardware (lockers and all components to complete the contracted installation) is not scheduled for manufacturing or delivery prior to the payment of said hardware in full. All shipping, installations, and electrical certification costs are invoiced for payment at the time of shipping. Support fees are invoiced immediately following installation. Initial support term for lockers is 12 months, as per quotation. All pricing and terms of this agreement shall remain confidential between the Client and LockKourier and LuxerOne.
- 4.3 . Initial support term for lockers is 12 months, as per quotation. All pricing and terms of this agreement shall remain confidential between the Client and LockKourier and LuxerOne.
- 4.4 Client permits Luxer One to use Owner Art, and/or Owner's corporate and/or trade name, solely for purposes of fulfilling its obligations hereunder, for listing Owner as a customer on Vendor's website, and in the Vendor's proposals to current and prospective clients.
- 4.5 Revenue collection – The terms & conditions set forth in this agreement are subject to an executed lease agreement between the client and lessor.

4.6 Returns made after ship date are subject to a 50% (fifty percent) restocking fee. Service fee applies to all credit card purchases. 20% (twenty percent) Finance charge applies to past due invoices. All shipping is FOB.

4.7 Annual Support fee is subject to an annual increase.

5 Payment instructions

Via Electronic Funds Transfer (EFT)

Contact us at EFT@lockourier.com to set up

Including the following within the email

- Your company AP email address and contact for us to send fund requests and notifications
- Lockourier purchase agreement number (from page 1 of this agreement)
- Your company purchase order number if applicable

Via Cheque:

Attention: Accounts Payable

355 Harry Walker Pkwy N Unit 5

Newmarket, ON, Canada

L3Y 7B3

Payment schedule

- Executed Contract and/or Purchase Order. Invoiced for payment of all hardware (**\$12,319.14**) plus applicable taxes (manufacturing scheduling and delivery date scheduled with payment received).
- At date of shipping – Invoice for payment of installation (\$1,500) and shipping (\$1,521.41) + applicable taxes.
- At completion of installation – Invoiced for first year of pre-purchased LITE Annual Support (\$1,620) and all other outstanding charges + applicable taxes.

Schedule A- Order Specification

Lockers **1 camera included**

1 Main Locker w/Touchscreen

Colour BLACK

Compartments 15

Dimensions
37.5" W x 23" D x 75.75" H

Building Size
99 Residential Units

Package Capacity
Accommodates up to 15 packages at a time with oversized lockers.

Financing Option Available

Part #	Description	MSRP	Discount	Your Price	Qty	Option #1: No resident fees
ML1001	Main Locker w/Touchscreen	\$11,622.16	20.00%	\$9,297.73	1	\$9,297.73
Hardware Subtotal		\$ 2,324.43	Savings			\$9,297.73
System Installation						\$1,500.00
Shipping to BC						\$1,521.41
				Total before tax		\$12,319.14
LITE Annual Support (24/7 live help desk, ALL delivery emails/texts, warranty & software) PREPAID for 12 Months		20% OFF		\$135 / mo		\$1,620

All Federal and Provincial taxes additional.

PURCHASE ORDERS DETAIL

Due with this signed contract / purchase order – Company cheque, Money draft, EFT or Certified Cheque in the amount of **\$12,319.14 +TAX CAD.**

Payable to

- Lockourier Inc.
1801 – 1 Yonge St.
Toronto, ON M5E 1W7

Mailing address

Attention: Accounts Payable
355 Harry Walker Pkwy N Unit 5
Newmarket, ON, Canada
L3Y 7B3

- Pricing is valid for 15 (fifteen) days from the date listed on this Purchase Agreement
- Lead-time for delivery is 10-12 weeks after receipt of deposit and signed purchase order. Custom orders will take longer.
- GST/HST Business Number 76094 8893 RT0001

Your signature below acknowledges acceptance of this order and authorization to bind the company:

For Abstract Developments

Name:	_____	Title:	_____
Signature:	_____	Date:	_____, 2022

For Lockourier Inc.

Name:	Joseph A. Collins	Title:	President
Signature:	_____	Date:	_____

Exhibit "G"
Proposed Bylaws Attached

Strata Property Act
FORM Y
OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS
(Section 245(d); Regulations Section 14.6(2))

Re: PID: 018-050-859, LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN VIP55556.

The Standard Bylaws to the *Strata Property Act* shall be applicable with the amendments and additions as set forth below.

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, permitted by section 120 of the Act:

1. SECTION 3(1) OF THE STANDARD BYLAWS IS AMENDED BY REPLACING IT WITH THE FOLLOWING:
 - 3(1) An owner, tenant, occupant or visitor must not use a strata lot, the common property, common assets or common facilities in a way that causes a nuisance of hazard to another person, causes noise that is contrary to the Township of Esquimalt Noise Bylaw, unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, common facilities or another strata lot, is illegal, is contrary to a purpose for which the strata lot or common property, common assets or common facilities are intended as shown expressly or by necessary implication on or by the strata plan, or is in contravention of any rule, order or bylaw of the Township of Esquimalt applicable to the strata lot that will result in any unusual or objectionable odour to emanate from the strata lot, the common property, common assets or common facilities, or that is inconsistent with the intent of these bylaws.

2. SECTION 3(4) OF THE STANDARD BYLAWS IS AMENDED BY REPLACING IT WITH THE FOLLOWING:
 - 3(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - a. a reasonable number of fish or other small aquarium animals;
 - b. a reasonable number of small caged mammals;
 - c. up to 2 caged birds;
 - d. up to 2 dogs or 2 cats or 1 dog and 1 cat.

3. THE FOLLOWING IS ADDED AS BYLAW 3(5):
 - 3(5) An owner, whose strata lot has hard floor surfaces, such as hardwood floor or tile, in the bedroom of his or her strata lot, must take all reasonable steps to satisfy impact type noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard surfaces are covered with area rugs or carpet and avoiding walking on such flooring with hard heeled or soled shoes.

4. THE FOLLOWING IS ADDED AS BYLAW 3(6):
3(6) An owner, tenant, occupant or visitor must not consume alcohol in the common property areas of the building, excluding limited common property balconies, patios and terraces.
5. THE FOLLOWING IS ADDED AS BYLAW 3(7):
3(7) The strata corporation will not implement any strata bylaws inconsistent with the Township of Esquimalt bylaws applicable to the business uses permitted by the zoning applicable to the commercial strata lot, i.e. Strata Lot 1, within the development.
6. THE FOLLOWING IS ADDED AS BYLAW 3(8):
3(8) The strata corporation will not implement any bylaws restricting the hours of operation of any business carried on within the commercial strata lots.
7. THE FOLLOWING IS ADDED AS BYLAW 3(9):
3(9) It is not a breach of the bylaws if the commercial strata lots and the limited common property for the commercial strata lots are used in a manner permitted that does not constitute a breach of the Township of Esquimalt Bylaws.
8. THE FOLLOWING IS ADDED AS BYLAW 3(10):
3(10) The owners of the commercial strata lots shall be entitled to place on the common property, signage, illuminated or not, as may be permitted, provided such signage is not inconsistent with the Township of Esquimalt Bylaws.
9. THE FOLLOWING IS ADDED AS BYLAW 3(11):
3(11) The strata corporation hereby creates two types of strata lots: Residential Type Strata Lots and Commercial Type Strata Lots, and where operating fund expenses relates to, and benefits, only one Type of Strata Lot, then such expenses shall be allocated to that Type of Strata Lot.
10. THE FOLLOWING IS ADDED AS BYLAW 3(12):
3(12) The strata corporation must provide bicycle access in common areas of the development, pursuant to proposed Covenant CA9945805.
11. THE FOLLOWING IS ADDED AS BYLAW 3(13):
3(13) The Strata Corporation and owners will comply with the terms of the Parking and Storage Facility Lease Agreement executed by the developer and will not establish bylaws inconsistent with such Agreement.

Date: _____, 2022.

SIGNATURE OF OWNER DEVELOPER:
1075 TILlicum DEVELOPMENTS LTD.

Exhibit "H"
Proposed Parking Facility Lease Terms Attached

THE OWNERS, STRATA PLAN EPS#### - CENTRAL BLOCK STATEMENT OF OPERATING FUND DEVELOPERS BUDGET	
DESCRIPTION	FISCAL BUDGET
<u>INCOME - ALL UNITS</u>	
Strata Assessments - Operations	352,775.00
Strata Assessments - Reserve	35,277.50
Subtotal Income	388,052.50
<u>OPERATING EXPENSES</u>	
<u>COMMON AREA - ALL UNITS</u>	
Hydro	15,000.00
Water/Sewer	50,000.00
Garbage & Recycling	16,000.00
Fire Inspections - Common	8,000.00
Electrical - Exterior	500.00
Building Maintenance - Common	2,500.00
Parking Garage & Lot	2,500.00
Lock Repairs - Common	500.00
WorkSafeBC	100.00
Pest Control	500.00
Supplies - General	500.00
Grounds Maintenance	16,000.00
Plumbing & Heating	500.00
Irrigation Equipment & Maintenance	500.00
Janitorial	40,000.00
Insurance	95,000.00
Telephone (Fire Panel, Elevators and Security Systems)	1,500.00
Sub Total - Common Area	249,600.00
<u>RESIDENTIAL UNITS</u>	
Natural Gas	30,000.00
Enterphone	500.00
Building Maintenance	2,500.00
Electrical	500.00
Elevator - Service Contract	17,000.00
Window Cleaning	4,500.00
Air Handling	4,500.00
Snow Removal	1,000.00
Sub Total - LCPR	60,500.00
Total Operating Costs	310,100.00

THE OWNERS, STRATA PLAN EPS#### - CENTRAL BLOCK STATEMENT OF OPERATING FUND DEVELOPERS BUDGET	
DESCRIPTION	FISCAL BUDGET
ADMINISTRATION - ALL UNITS	
Property Management Fee	37,500.00
Taxes on Management Fees	1,875.00
Admin & Postage	3,000.00
Bank Charges	300.00
Sub Total - Administrative	42,675.00
Sub-Total Operating Expenses	352,775.00
OTHER EXPENSES - ALL UNITS	
Transfer to Reserve	35,277.50
Sub Total - Other Expenses	35,277.50
TOTAL OPERATING EXPENSES	388,052.50
NET CASH FLOW - SURPLUS (DEFICIT)	-
OPENING BALANCE, OPERATING ACCOUNT	-
CLOSING BALANCE, OPERATING ACCOUNT	-

**THE OWNERS, STRATA PLAN EPS#### - CENTRAL BLOCK
STATEMENT OF CONTINGENCY RESERVE FUND
DEVELOPERS BUDGET**

	FISCAL BUDGET
<u>CONTRIBUTIONS</u>	
Monthly Assessments	35,277.50
Developers Contribution	17,638.75
Interest Income	250.00
TOTAL CONTRIBUTIONS	53,166.25
<u>EXPENSES</u>	
TOTAL EXPENSES	-
SUMMARY	
DESCRIPTION	
Net Increase/(Decrease in Fund)	53,166.25
Opening Fund Balance	-
CLOSING FUND BALANCE	53,166.25

Exhibit "I"
Interim Budget and Estimated Monthly Assessments Attached

THE OWNERS, STRATA PLAN EPS#### - CENTRAL BLOCK STATEMENT OF OPERATING FUND DEVELOPERS BUDGET	
DESCRIPTION	FISCAL BUDGET
<u>INCOME - ALL UNITS</u>	
Strata Assessments - Operations	352,775.00
Strata Assessments - Reserve	35,277.50
Subtotal Income	388,052.50
<u>OPERATING EXPENSES</u>	
<u>COMMON AREA - ALL UNITS</u>	
Hydro	15,000.00
Water/Sewer	50,000.00
Garbage & Recycling	16,000.00
Fire Inspections - Common	8,000.00
Electrical - Exterior	500.00
Building Maintenance - Common	2,500.00
Parking Garage & Lot	2,500.00
Lock Repairs - Common	500.00
WorkSafeBC	100.00
Pest Control	500.00
Supplies - General	500.00
Grounds Maintenance	16,000.00
Plumbing & Heating	500.00
Irrigation Equipment & Maintenance	500.00
Janitorial	40,000.00
Insurance	95,000.00
Telephone (Fire Panel, Elevators and Security Systems)	1,500.00
Sub Total - Common Area	249,600.00
<u>RESIDENTIAL UNITS</u>	
Natural Gas	30,000.00
Enterphone	500.00
Building Maintenance	2,500.00
Electrical	500.00
Elevator - Service Contract	17,000.00
Window Cleaning	4,500.00
Air Handling	4,500.00
Snow Removal	1,000.00
Sub Total - LCPR	60,500.00
Total Operating Costs	310,100.00

THE OWNERS, STRATA PLAN EPS#### - CENTRAL BLOCK STATEMENT OF OPERATING FUND DEVELOPERS BUDGET	
DESCRIPTION	FISCAL BUDGET
ADMINISTRATION - ALL UNITS	
Property Management Fee	37,500.00
Taxes on Management Fees	1,875.00
Admin & Postage	3,000.00
Bank Charges	300.00
Sub Total - Administrative	42,675.00
Sub-Total Operating Expenses	352,775.00
OTHER EXPENSES - ALL UNITS	
Transfer to Reserve	35,277.50
Sub Total - Other Expenses	35,277.50
TOTAL OPERATING EXPENSES	388,052.50
NET CASH FLOW - SURPLUS (DEFICIT)	-
OPENING BALANCE, OPERATING ACCOUNT	-
CLOSING BALANCE, OPERATING ACCOUNT	-

**THE OWNERS, STRATA PLAN EPS#### - CENTRAL BLOCK
STATEMENT OF CONTINGENCY RESERVE FUND
DEVELOPERS BUDGET**

	FISCAL BUDGET
<u>CONTRIBUTIONS</u>	
Monthly Assessments	35,277.50
Developers Contribution	17,638.75
Interest Income	250.00
TOTAL CONTRIBUTIONS	53,166.25
<u>EXPENSES</u>	
TOTAL EXPENSES	-
SUMMARY	
DESCRIPTION	
Net Increase/(Decrease in Fund)	53,166.25
Opening Fund Balance	-
CLOSING FUND BALANCE	53,166.25

**Central Block
Developers Schedule of Strata Fees
First Year of Operation**

Strata Lot	Unit Entitlement	Operating Assessment		Contingency Assessment	Total Monthly Assessment
		All Units	Residential Only		
Non-Residential Units					
1	68	298.74		36.06	334.80
2	89	391.00		47.19	438.19
Residential Units					
3	52	228.45	48.67	27.57	304.69
4	56	246.02	52.41	29.69	328.12
5	68	298.74	63.64	36.06	398.44
6	44	193.30	41.18	23.33	257.81
7	58	254.81	54.28	30.76	339.85
8	68	298.74	63.64	36.06	398.44
9	87	382.21	81.42	46.13	509.76
10	36	158.16	33.69	19.09	210.94
11	36	158.16	33.69	19.09	210.94
12	57	250.42	53.35	30.23	334.00
13	57	250.42	53.35	30.23	334.00
14	55	241.63	51.47	29.16	322.26
15	83	364.64	77.68	44.01	486.33
16	78	342.67	73.00	41.36	457.03
17	52	228.45	48.67	27.57	304.69
18	68	298.74	63.64	36.06	398.44
19	44	193.30	41.18	23.33	257.81
20	58	254.81	54.28	30.76	339.85
21	73	320.71	68.32	38.71	427.74
22	88	386.61	82.36	46.66	515.63
23	36	158.16	33.69	19.09	210.94
24	36	158.16	33.69	19.09	210.94
25	36	158.16	33.69	19.09	210.94
26	36	158.16	33.69	19.09	210.94
27	37	162.55	34.63	19.62	216.80
28	63	276.78	58.96	33.41	369.15
29	37	162.55	34.63	19.62	216.80
30	57	250.42	53.35	30.23	334.00
31	57	250.42	53.35	30.23	334.00
32	55	241.63	51.47	29.16	322.26
33	83	364.64	77.68	44.01	486.33
34	78	342.67	73.00	41.36	457.03
35	52	228.45	48.67	27.57	304.69
36	68	298.74	63.64	36.06	398.44
37	44	193.30	41.18	23.33	257.81
38	58	254.81	54.28	30.76	339.85
39	73	320.71	68.32	38.71	427.74
40	88	386.61	82.36	46.66	515.63
41	36	158.16	33.69	19.09	210.94
42	36	158.16	33.69	19.09	210.94
43	36	158.16	33.69	19.09	210.94
44	36	158.16	33.69	19.09	210.94
45	37	162.55	34.63	19.62	216.80
46	63	276.78	58.96	33.41	369.15
47	37	162.55	34.63	19.62	216.80

**Central Block
Developers Schedule of Strata Fees
First Year of Operation**

Strata Lot	Unit Entitlement	Operating Assessment			Contingency Assessment	Total Monthly Assessment
		All Units	Residential Only			
48	57	250.42	53.35	30.23	334.00	
49	57	250.42	53.35	30.23	334.00	
50	55	241.63	51.47	29.16	322.26	
51	83	364.64	77.68	44.01	486.33	

**Central Block
Developers Schedule of Strata Fees
First Year of Operation**

Strata Lot	Unit Entitlement	Operating Assessment			Total Monthly Assessment
		All Units	Residential Only	Contingency Assessment	
52	78	342.67	73.00	41.36	457.03
53	52	228.45	48.67	27.57	304.69
54	68	298.74	63.64	36.06	398.44
55	44	193.30	41.18	23.33	257.81
56	58	254.81	54.28	30.76	339.85
57	73	320.71	68.32	38.71	427.74
58	88	386.61	82.36	46.66	515.63
59	36	158.16	33.69	19.09	210.94
60	36	158.16	33.69	19.09	210.94
61	36	158.16	33.69	19.09	210.94
62	36	158.16	33.69	19.09	210.94
63	37	162.55	34.63	19.62	216.80
64	63	276.78	58.96	33.41	369.15
65	37	162.55	34.63	19.62	216.80
66	57	250.42	53.35	30.23	334.00
67	55	241.63	51.47	29.16	322.26
68	53	232.84	49.60	28.10	310.54
69	83	364.64	77.68	44.01	486.33
70	78	342.67	73.00	41.36	457.03
71	52	228.45	48.67	27.57	304.69
72	68	298.74	63.64	36.06	398.44
73	44	193.30	41.18	23.33	257.81
74	58	254.81	54.28	30.76	339.85
75	54	237.24	50.54	28.63	316.41
76	73	320.71	68.32	38.71	427.74
77	35	153.76	32.76	18.56	205.08
78	35	153.76	32.76	18.56	205.08
79	35	153.76	32.76	18.56	205.08
80	35	153.76	32.76	18.56	205.08
81	35	153.76	32.76	18.56	205.08
82	63	276.78	58.96	33.41	369.15
83	37	162.55	34.63	19.62	216.80
84	57	250.42	53.35	30.23	334.00
85	55	241.63	51.47	29.16	322.26
86	53	232.84	49.60	28.10	310.54
87	83	364.64	77.68	44.01	486.33
88	78	342.67	73.00	41.36	457.03
89	52	228.45	48.67	27.57	304.69
90	68	298.74	63.64	36.06	398.44
91	44	193.30	41.18	23.33	257.81
92	58	254.81	54.28	30.76	339.85
93	54	237.24	50.54	28.63	316.41
94	73	320.71	68.32	38.71	427.74
95	35	153.76	32.76	18.56	205.08
96	35	153.76	32.76	18.56	205.08
97	35	153.76	32.76	18.56	205.08
98	35	153.76	32.76	18.56	205.08
99	35	153.76	32.76	18.56	205.08
100	63	276.78	58.96	33.41	369.15

**Central Block
Developers Schedule of Strata Fees
First Year of Operation**

Strata Lot	Unit Entitlement	Operating Assessment		Contingency Assessment	Total Monthly Assessment
		All Units	Residential Only		
101	37	162.55	34.63	19.62	216.80
Totals	5,544	24,356.25	5,041.70	2,939.80	32,337.75

UE Commercial 157
UE Residential 5,387

Developers Budget	292,275.00	60,500.00	35,277.50	388,052.50
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Exhibit “J”

Proposed Strata Management Agreement Attached



AGENCY AGREEMENT

THIS AGREEMENT dated for reference as of the _____ day of _____, 2022.

BETWEEN:

THE OWNERS, STRATA PLAN _____, commonly known as Central Block, a Strata Corporation constituted under the laws of British Columbia and having its address at 1075 Tillicum, Victoria, BC, V9A 2A4
(hereinafter called the “**Strata Corporation**”)

OF THE FIRST PART

AND:

PROLINE MANAGEMENT LTD.,
a company incorporated under the laws of the Province of British Columbia with offices at 201 – 20 Burnside Road West, Victoria, BC V9A 1B3
(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;
 - 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.

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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;
- 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 3 of Schedule B:

- (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

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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 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 2 of Schedule B for supervising the independent audit or review engagement;

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- 3.18 Signing Authority - To ensure that the signing authority of the Agent for the operating fund trust account and/or pooled trust accounts includes at least one managing broker of the Agent. If contingency reserve and/or special levy trust accounts are maintained, two signing authorities shall be required for any transfer of funds, which signing authority may be any two of the following: a managing broker, a licensee, director, officer or accountant of the Agent.

Meetings/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;
- 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 item 7 of Schedule A for the time spent redacting and supervising the inspection of such records. Any such material shall be made available to any Owner, after

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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 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 3 of Schedule B and charge back such fee to the Owner;

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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 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, 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;

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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 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.

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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;
- (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;

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- (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 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 may 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 6 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;

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- 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.
- 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)

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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.

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

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Severance

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

Successors and Assigns

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

Amendments in Writing

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

Duration and Termination

- 14. This Agreement shall commence and become effective on the date set forth in item 1 of Schedule A, and shall continue for an indefinite term until terminated in accordance with this Clause. This Agreement shall terminate upon the occurrence of any of the following events:
 - (a) Two months after receipt by the Agent of a notice of a resolution passed by a ¾ vote approved by the Owners, terminating this Agreement;
 - (b) Two months after receipt by the Strata Corporation of a notice from the Agent, terminating this Agreement;
 - (c) Immediately, through the bankruptcy of the Agent; or
 - (d) Immediately, through the insolvency or fraud of the Agent.

After Termination

- 15. Upon the termination of this Agreement, all obligations of the Agent shall cease except as otherwise expressly provided in RESA, and the Strata Corporation shall pay to the Agent any monies due to it under this Agreement and the Agent shall pay to the Strata Corporation all monies held by it in trust for the Strata Corporation. 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, item 8.

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,

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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.

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.

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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 7 of Schedule B (the “Primary Client”) and the “secondary client” is as specified in item 7 of Schedule B (the “Secondary Client” or “Secondary Clients”). In the event of a conflict, the Agent will provide the full services it has contracted to provide to the Primary Client and the Agent shall provide limited representation to the Secondary Client or Secondary Clients.

Conflict with 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 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.

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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.

EXECUTED ON BEHALF OF)
THE OWNERS, STRATA PLAN _____)
 by its authorized signatories:)
)
 _____)
 Authorized Signatory)
)
 _____)
 Authorized Signatory)
)
 EXECUTED ON BEHALF OF)
PROLINE MANAGEMENT LTD.)
 by its authorized signatories:)
)
)
 _____)
 Authorized Signatory)
)
)

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SCHEDULE A

- 1. Clause 2 Commencement Date: _____
- 2. Clause 3.9 Fee for providing miscellaneous accounting functions: \$100.00 per hour (plus applicable taxes)
- 3. Clause 3.12 Fee for providing payroll services: \$Ø (plus applicable taxes)
- 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:
- 5. Clause 3.19 Maximum Number of Meetings: Six (6) electronic meetings plus One (1) in person AGM
- 6. Clause 3.19 Maximum Hours per Meeting: Two (2). Council meetings to start no later than 5:30 pm, Monday to Thursday. Annual General Meetings to start no later than 6:30 pm, Monday to Thursday
- 7. Clause 3.25 Hourly fee for supervision of inspection of records: \$80.00 (plus applicable taxes)
- 8. Clause 5.2(a) Monthly Agents' Fee: \$3,131.00 (plus applicable taxes) payable on the first day of each month
- 9. Clause 5.2(b) An additional fee for each Meeting over the maximum number: Additional council meetings shall be a minimum of \$250.00 (plus applicable taxes). Additional general meetings shall be a minimum of \$500.00 (plus applicable taxes) for up to three hours of a Property Manager's time which shall be inclusive of preparation, meeting attendance, and minutes preparation and distribution
- 10. Clause 5.2(c) Hourly rate for attendance at each Meeting over specified number of hours: Property Manager – \$100.00 per hour (plus applicable taxes); Senior Property Manager or Supervisor – \$125.00 per hour (plus applicable taxes); Senior Management Team Member – \$175.00 per hour (plus applicable taxes)
- 11. Clause 5.2(d) An additional fee of \$125.00 (plus applicable taxes) per hour for attending information meetings, committee meetings, arbitrations, mediations, court hearings and other attendances requested by the Strata Council. Senior Management Team Member – \$175.00 per hour (plus applicable taxes)
- 12. Clause 5.2(e) An additional fee of \$175.00 (plus applicable taxes) per hour for assisting with litigation and other methods of dispute resolution including CRT matters
- 13. Clause 5.2(g) An additional fee of \$10.00 (plus applicable taxes) per strata lot for each month of depositing and processing of special levies, including the refund

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of a special levy pursuant to section 108 (5) or the distribution of operating funds from other sources

- 14. Clause 5.2(h) An additional fee of \$5.00 (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 \$150.00 (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 \$175.00 (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 \$125.00 (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: \$300.00 plus applicable taxes
2. Clause 3.17 Supervising Independent Audits and Review Engagements: \$150.00 per hour plus applicable taxes
3. Clause 3.33 Fee for administration of liened receivables: \$200.00 plus applicable taxes per account
4. Clause 5.2(f) Additional Fees:

The agents reserve the right to discuss additional fees for the additional time required for providing services in co-ordinating and assisting in major renovations where the cost may be in excess of \$20,000.00. These fees shall range between one and five percent of the amount of the additional work or such other fee as may be agreed upon between the parties.
5. Clause 5.2(j) Preparation and receipt of correspondence, including but not limited to exchanges of emails, that number in excess of 101 per month. Where correspondence volume exceeds this number, the Agent and the Strata Council will work together to minimize this volume and if unable to do so shall agree on a minimum fee per excess email.
6. Clause 5.6 Duplication Costs: For major copying or printing jobs the Agent may utilize the services of an outside printer. The outside printing will be provided at cost and the Agent will add a \$10.00 surcharge for delivery and processing of the print job. Duplication for general distribution to owners or others completed in office shall be at a rate of \$0.17 per page plus applicable taxes for the year 2022 and thereafter at a rate determined by the Agent.

Photocopying requiring colour copies shall be charged at a rate of \$0.50 per page plus applicable taxes.

Mailing Costs: Postage will be charged at cost per invoice.

Long Distance Telephone Charges: Long distance calls made on Strata Corporation business will be charged at a rate of \$0.50 for every minute over five minutes.

Courier Costs: Shall be charged at cost plus a \$5.00 handling fee.

Banking Costs: The costs of the monthly service fees charged by the bank for the administration of the banks funds shall be paid by the Strata Corporation. The monthly service charges at the date of commencement of this contract are \$25.00 per month total for the monthly operating and contingency reserve accounts combined.

Storage Charges: The Agent is required under RESA to retain records for up to seven years. The Agent will maintain up to two years of records within its office premises at no additional cost. With the volumes of material, the Agent needs to utilize outside storage companies to retain records older than two years. These older records will be sent to a secure storage facility; costs for storage will be passed on to the Strata Corporation and a ten percent charge will apply for the administration of the billings. In addition to the actual costs of storage and the cost of sending and retrieving material, there will be an additional charge of \$10.00 per box for each box sent to storage and a charge of \$20.00 per box where records need to be retrieved from storage. Records older than seven years may be stored by the Strata Corporation should they have suitable space available.
7. Clause 23 The primary client is the Strata Corporation.

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AGENT STRATA

8. Clause 15 Cost of Duplication: Costs of duplication after termination shall be at a rate of \$0.25 per page plus applicable taxes for the year 2022 and thereafter at a rate determined by the Agent. Photocopying and printing in colour shall be at a rate of \$0.50 per page plus applicable taxes. Duplication shall include both hard (paper) copies and electronic copies.
9. Special Terms The Agent and the Corporation acknowledge and agree that the fee structure is based on the time involved for the accounting and record keeping functions and on the expectation that the administration of the Corporation's affairs should not require more than an average of Three (3) hours per week of the Strata Manager's Agent's Representative's time inclusive of the Council meetings and on-site visits. Emergency problems are included in this fee. In the event that more time is required, the amount of additional time shall be mutually agreed upon between the Agent and the Corporation and would be billed at the prevailing hourly rate. The purpose of this clause is to establish a standard of involvement of the Agent. It recognizes that the Agent cannot perform the function of an on-site manager.
10. Website The Agent will provide and administer a website for the Strata Corporation using the standard format developed by the Agent. The Agent shall charge a fee for this service of \$1,818.00 plus applicable taxes, per year. The Agent is hereby authorized to deduct this fee from funds held by the Agent on behalf of the Strata Corporation. It is acknowledged that this fee will generally be charged annually in August.
11. Provision of Documents
- The Agent will provide documents as requested by owners or agents acting on behalf of owners at the basic costs and within the appropriate time frame as determined by SPA regulations. At the date of this contract, the cost of a Form "F" Certificate of Payment is \$15.00 plus applicable taxes and the cost of a Form "B" Information Certificate is \$35.00 plus applicable taxes. Additional charges of up to \$125.00 will be applied for providing documents on the next business day. Additional charges of up to \$75.00 will be applied for providing documents within three business days. All other strata document requests will be charged at \$0.25 per page.
12. Tax Returns The Agent will file tax returns for the Strata Corporation yearly for a of \$250.00 plus applicable taxes, per tax return per year. For the purposes of filing tax returns, T2 Corporation Income Tax Returns and T1044 NPO Information Returns are considered separate tax returns.

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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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AGENT STRATA

Exhibit "K"

Form J – Rental Disclosure Statement Attached

Strata Property Act
Form J
Rental Disclosure Statement
[am. B.C. Reg. 312/2009, s. 8.]
(Section 139)

Re: Strata Plan of the following lands:

PID: 018-050-859, LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN VIP55556.

This Rental Disclosure Statement is:

- the first Rental Disclosure Statement filed in relation to the above-noted strata plan
- a changed Rental Disclosure Statement filed under section 139 (4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in the relation to the above-noted strata plan was filed on.....*[dd/mmm/yyyy]*.....

- 1 The development described above includes NINETY-NINE (99) residential strata lots.
- 2 The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

Description of Strata Lot	Date Rental Period Expires
NIL	NIL

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

- 3 In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further NINETY-NINE (99) residential strata lots, as described below, until the date set out opposite each strata lot's description.

Description of Strata Lot	Date Rental Period Expires
Strata Lots 1 to 99 inclusive	July 1, 2121

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

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

Date:*[month day, year]*.

.....
 Signature of Owner Developer

Exhibit "L"

Easement EG148613 and Modification Easement CA8668085 Attached

93 NO 10 14 13 6

EG148613

ESQUIMALT
LAND TITLE OFFICE
VICTORIA

FORM C
(Section 219.9)
Province of
British Columbia

1/10 \$50.00 chg. (4)

Page 1 of 6 pages

GENERAL INSTRUMENT (This area for Land Title Office use)

1. APPLICATION: (Name, address, phone and signature of applicant, applicant's solicitor or agent)
PEARLMAN & LINDHOLM, Barristers & Solicitors, 3rd Floor, 736 Broughton Street, Victoria, BC V8W 1E1
(604) 388-4433 FILE: 08/93/575

2. PARCEL IDENTIFIER and LEGAL DESCRIPTION OF LAND:
(PID) (Legal Description) -- AREA TO BE ENCUMBERED

The Common Property, Section 10, Esquimalt District, Strata Plan VIS 2932 11/10/93 47564a CHARGE 50.00
The Common Property, Section 10, Esquimalt District, Strata Plan VIS _____

3. NATURE OF INTEREST: Description = Ease. Area Person Entitled -- Legal of Dominant Tenement

DESCRIPTION	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
Easement	Entire Document	Lot B, Section 10, Esquimalt District, Plan ^{VIP} 55556

4. TERMS

- (a) Filed Standard Charge Terms DF #
- (b) Express Charge Terms xx Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.
If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S)/GRANTOR:

The Owners, Strata Plan No.

6. TRANSFEREE(S)/GRANTEE: (including occupation(s), postal address(es) and postal code(s))

RED LINE ENTERPRISES LTD. (Inc. #445,666), c/o 1212-1175 Douglas Street, Victoria, B.C., V8W 2E1

7. ADDITIONAL OR MODIFIED TERMS. N/A

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

Officer's Signature

VINCENT P. REILLY, B.C.
736 BROUGHTON ST.,
VICTORIA, B.C. V8W 1E1
SOLICITOR
As to all signatures

Execution Date

Y	M	D
93	11	09

The Owners, Strata Plan No.

Member of the Council

OFFICER CERTIFICATION:

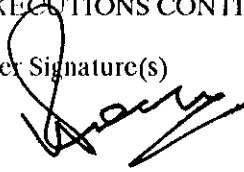
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the LAND TITLE ACT as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D
SCHEDULE

Page 2

9. EXECUTIONS CONTINUED

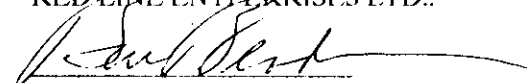
Officer Signature(s)



Execution Date

Y	M	D

RED LINE ENTERPRISES LTD.


Authorized Signatory

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. 1979, c.116, 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.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.

PART 2
TERMS OF INSTRUMENT

Page 3

WHEREAS the Grantor is the owner of the Common Property ~~Strata Plans~~ VIS _____ and Strata Plan VIS _____ (hereinafter referred to as the "Servient Tenement").

AND WHEREAS the Grantor has caused to be prepared and filed Explanatory Plans specifying the actual Areas of the Servient Tenement where the rights herein granted shall be effective which said Plans have been filed in the Land Title Office at Victoria under Plan numbers VIP 57645 showing Areas marked 1 through 9 and VIP 57646 showing Areas marked 10 through 14 (collectively referred to herein as the "Plan").

AND WHEREAS the Grantee is the registered owner of the lands and premises situate, lying and being in the Municipality of Esquimalt, Province of British Columbia, more particularly known and described as Lot B, Section 10, Esquimalt District, Plan VIP55556, (hereinafter referred to as the "Dominant Tenement").

AND WHEREAS the Dominant and Servient Tenements are adjacent to each other;

AND WHEREAS the Grantor has agreed to grant to the Grantee for the purposes and to the extent hereinafter described certain rights and easements over the Servient Tenement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) paid by the Grantee to the Grantor, and of the premises and of the mutual covenants contained herein, the receipt and sufficiency of which consideration is hereby acknowledged by each of the parties hereto to be good and sufficient consideration for the making of this agreement, the parties hereto covenant, promise and agree with each other as follows:

1. The Grantor hereby grants to the Grantee TO HAVE AND TO HOLD the full right and liberty for the Grantee and its successors in title, the owners and occupiers for the time being of the Dominant Tenement, or any part thereof and their respective servants, agents, licencees and invitees (in common with the Grantor and all others having the like right) at all times hereafter by day or night, on foot or with or without vehicles, machinery and equipment of every description to pass and repass along and over the Common Property of the Servient Tenement for the various purposes aftermentioned.

Page 4

2. The Grantor **HEREBY GRANTS** to the Grantee the full right and liberty, for the Grantee and its successors in title the owners and occupiers for the time of the Dominant Tenement or any part thereof and his respective servants, agents and licencees and invitees (in common with the Grantor and all others having a like right) to construct, install, lay, operate, maintain, replace, repair, connect and use a Storm Drain, Sanitary Sewer Drain, hydro lines (for hydro, telephone, cablevision and all other electrical or telecommunications systems) gas and water line and all necessary meters, controls and accessories, and accoutrements thereto. It is understood by the parties hereto that each of the foregoing shall be laid and kept in the specifically described Areas of the Plan after described.

3. The Grantor **HEREBY GRANTS** unto the Grantee the full right and liberty for the Grantee and its successors in title the owners and occupiers for the time being of the Dominant Tenement, together with workmen and equipment, to enter upon and to excavate in the Servient Tenement for the purpose of constructing, installing, laying, operating, repairing, maintaining, replacing, connecting and using the said Storm Drain, Sanitary Sewer Drain, and hydro lines (for hydro, telephone, cablevision and all other electrical or telecommunication systems) and gas and water lines and all necessary meters, controls and accessories and accoutrements thereto. It is understood by the parties hereto that the rights contained in this paragraph shall only be exercised in those parts of the Servient Tenement shown marked on the Plan and for the purposes as follows:

- (a) the Sewer line shall be placed in Areas marked 7 and 8 on the Plan;
- (b) the Storm Drain shall be placed in Areas marked 1, 2, 3, 4, 5, 10 and 13 on the Plan;
- (c) the hydro, gas and water lines shall be placed in the Area marked 10 on the Plan.

4. The Grantor **FURTHER HEREBY GRANTS** to the Grantee the full right and liberty for the Grantee and its successors in Title the owners and occupiers, servants, agents and licencees of the Grantee or any part thereof in common with the Grantor and all others having a like right to pass and repass at all times on foot or with or without vehicles of every nature over the Common Property of the Servient Tenement.

Page 5

5. All work carried out by the Grantee hereunder shall be done at the sole cost and expense of the Grantee and the Grantee shall carry out all work hereunder in an expeditious and workmanlike manner and shall at all times maintain and keep in a good and proper operating state of repair all the utility services with as little inconvenience as possible to the Grantor, and its successors in title, and its tenants, and all other people using the Servient Tenement and the said Common Property marked as aforesaid on the Plan, and the Grantee shall further repair and replace the various surfaces of the Servient Tenement and of the said Common Property after the carrying out of any work and restore them to the same condition as they were prior to the commencement of any such work.

6. The Grantor and Grantee covenant and agree that they and their respective successors in title and their respective servants, agents, licencees, and invitees shall not park, block or impede the said Common Property, so as to prevent or restrict the Grantee access to the said Common Property for any of the different purposes herein contained; Provided always that the Grantor shall have the right to provide for some parking on the Area marked 10 on the Plan provided reasonable access is still provided to the Grantee in accordance herewith.

7. The Grantee agrees to indemnify the Grantor from all actions, claims or demands lawfully brought or made against the Grantor by reason of anything done by the Grantee under its rights hereunder, and the Grantee shall compensate the Grantor for any loss or damages to improvements or other property of the Grantor caused by the Grantee in the exercise of its rights granted in this agreement.

8. The benefit of the rights hereby created shall be appurtenant to the Dominant Tenement and the burden thereof shall run with the Servient Tenement and no part of the fee or the soil of the Servient Tenement shall pass to or be vested in the Grantee or the owner from time to time of the Dominant Tenement.

9. The provisions of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors in title; PROVIDED THAT in the event of the sale of any of the parties' interests in the lands owned by them, any obligation or liability hereunder, shall not be enforceable against them personally.

Page 6

This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 of the Form C and the Transferor 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.

END OF DOCUMENT

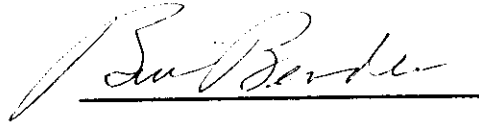
FORM 6

CERTIFICATE OF STRATA CORPORATION

The Owners, Strata Plan VIS (a strata corporation) hereby certify that the owners of the Strata Lots in the said Strata Plan by special resolution duly passed, directed this Strata Corporation to execute the instrument, a true copy of which is annexed hereto, and that all persons, other than the owners, having registered interests in the land within the said Strata Plan and all other persons having interests (other than statutory interests) have been notified and have consented in writing to the execution of the said instrument.

^{NOV.} The common seal of The Owners, Strata Plan VIS was hereunto affixed on the 9 day of May, 1993, in the presence of:

THE OWNERS, STRATA PLAN VIS
by its authorized signatory:



A handwritten signature in cursive script, appearing to read 'B. Berde', is written over a horizontal line.

VICTORIA LAND TITLE OFFICE

DECLARATION(S) ATTACHED

CA8668085

LAND TITLE ACT
FORM C (Section 233) CHARGE

Dec-22-2020 16:31:08.003

PAGE 1 OF 9 PAGES

GENERAL INSTRUMENT - PART 1 Province of British Columbia

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.

Deanna Gaye
Nelson Rivers
XN6FWQ
C=CA, CN=Deanna Gaye
Nelson Rivers XN6FWQ,
O=Lawyer, OU="Verify ID at
www.juricert.com/LKUP.cfm?
id=XN6FWQ"

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

STEVENSON LUCHIES & LEGH

BARRISTERS & SOLICITORS

300-736 BROUGHTON STREET

VICTORIA

BC V8W 1E1

250-381-4040

5754002/1075 Tillicum/JASL

Document Fees: \$74.87

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR COMMON PROPERTY, SECTION 10, ESQUIMALT DISTRICT, STRATA PLAN VIS3743

STC? YES

Related Plan Number: **VIS3743**

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

OWNERS, STRATA PLAN VIS3743

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

n/a

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

Officer Signature(s)

Donald E. Linge

Barrister & Solicitor

210-174 Wilson Street

Victoria, BC V9A 7N6

Execution Date

Y	M	D
20	12	16

Transferor(s) Signature(s)

OWNERS, STRATA PLAN VIS3743
by its authorized signatory(ies):

Paul Jon Loving

Michael Roy Areshenko

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Dorothy Boyles

Y	M	D
20	12	22

1075 TILlicum LAND CORPORATION
by its authorized signatory(ies):

Commissioner for Taking Affidavits in British Columbia

300-736 Broughton Street
Victoria, BC V8W 1E1
Expires: March 31, 2022

James A.S. Legh

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Barbara Landygo

Y	M	D
20	12	18

ISLAND SAVINGS CREDIT UNION, a
division of First West Credit Union
by its authorized signatory(ies):

Commissioner for Taking Affidavits in British Columbia

6470 201 Street
Langley, BC V2Y 2X4
Expires: July 31, 2023

Carsten Mildeasteir

OFFICER CERTIFICATION:

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

FORM_E_V25

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 9 PAGES

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

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

1075 Tillicum Land Corporation
Incorporation No. BC0743189
300 - 848 Courtney Street
Victoria, BC V8W 1C4

Island Savings Credit Union,
a division of First West Credit Union
2917 Jacklin Road
Victoria, BC V9B 3Y6

FORM_E_V25

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 9 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Modification

EG148613

Modification of Easement EG148613
Document Reference: Entire Document
Person Entitled to Interest: Registered Owner of
PID: 018-050-859, Lot B, Section 10, Esquimalt
District, Plan VIP55556

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

PART 2
TERMS OF INSTRUMENT

WHEREAS:

- A. By an Easement registered in the Land Title Office in the City of Victoria, in the Province of British Columbia, under number EG148613 (hereinafter called the "Easement") against the parcel or tract of land and premises situate, lying and being in the Corporation of the Township of Esquimalt, in the Province of British Columbia, and more particularly described as:

No PID, Common Property, Section 10, Esquimalt District, Strata Plan VIS3743

(the "Transferor's/Grantor's Lands")

an Easement was granted over part of the Transferor's/Grantor's Lands for the benefit of the Transferee's Land which is legally described as PID: 018-050-859, Lot B, Section 10, Esquimalt District, Plan VIP55556; and

- B. The Transferor/Grantor and Transferee/Grantee have agreed to modify the terms of the Easement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that each of the parties hereto, in consideration of the premises and in consideration of the execution of this Agreement by the other, DO HEREBY COVENANT AND AGREE with the other as follows:

1. The parties agree that Area 15 shown on Plan VIP57646 shall be included as an additional Area within paragraph 3(b) of the Easement regarding Storm Drain placement; and
2. The parties agree that the Easement Area shown on Reference Plan EPP103380 prepared by James Worton, B.C.L.S., a reduced copy of which is attached as Schedule "A" hereto, shall be included as a further easement area for purposes of ingress and egress as described within paragraph 4 of the Easement.
3. The parties agree that the Easement be amended by adding the following to the end of Section 4:
 4. Despite the foregoing, Section 1 and anything else in this Easement, the Grantee and its successors in title, the owners and occupiers for the time being of the Dominant Tenement or any part thereof, or their respective servants, agents, licensees and invitees shall not be entitled to use any part of the Common Property that is east of the access gate to Strata Plan VIS 3743 as it existed as of the date of this modification for the purposes of passing and repassing on foot or with or without vehicles, machinery and equipment except in connection with the purposes set out in Sections 2 and 3 of this Easement.
4. The parties agree that the Easement be amended by adding the following as Section 8B:

8B.1 Concurrently upon the earlier of (a) a sale, conveyance or transfer of the Dominant Tenement, or part thereof, by the registered owner of the Dominant Tenement (the "DT Owner") to a transferee, or (b)

within 90 days following the deposit of a strata plan by the DT Owner with respect to the Dominant Tenement, the DT Owner shall secure from such transferee or, where a strata plan has been filed, the established strata corporation, an Assumption Agreement in favour of the Grantor, pursuant to which the transferee or strata corporation, as applicable, assumes all of the obligations, liabilities and covenants of such DT Owner pursuant to this Agreement insofar as they relate to the Dominant Tenement from and after the date of such sale, conveyance or transfer and, upon the Grantor's receipt of such Assumption Agreement, the DT Owner shall be automatically released from all of its liabilities, obligations and covenants hereunder from and after the effective date of the assumption of such obligations, liabilities and covenants by the transferee thereunder, provided always that, upon the assumption by a strata corporation of the DT Owner's obligations, liabilities and covenants, the said obligations, liabilities and covenants shall not apply to any owner from time to time of a strata lot in such strata corporation.

8B.2 The DT Owner acknowledges and agrees that, in the event of a sale, conveyance or transfer of the Dominant Tenement, or part thereof, by the DT Owner to a transferee, or the deposit of a strata plan by the DT Owner with respect to the Dominant Tenement, the rights granted by the Grantor to the DT Owner shall be terminated and become null and void unless the DT Owner delivers to the Grantor an Assumption Agreement in accordance with Section 8B.1 of this Agreement prior to the later of: (a) 90 days from registration of a strata plan of the Dominant Tenement or (b) 90 days following the delivery of a notice in writing to the DT Owner of its failure to provide the Assumption Agreement pursuant to Section 8B.1. The Grantor agrees that a fully executed copy of the Assumption Agreement attached hereto as Schedule "B" delivered as required in this Section 8B.2 will satisfy the obligations set out in this paragraph 8B.

IN WITNESS WHEREOF the parties hereto acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D attached hereto.

Schedule "A"

<<<< *Insert Copy of Plan* >>>>

Page: 10 of 14
10

Schedule "B"

<<<< Insert Copy of Assumption Agreement >>>>

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is dated for reference the ___ day of _____, 20__.

BETWEEN:

THE OWNERS, STRATA PLAN VIS 3743
(the "VIS 3743 Strata Corporation")

AND:

[◆insert name of current DT Owner]
(the "Current DT Owner")

AND:

[◆insert name of transferee from current DT Owner or name of strata corporation if Dominant Tenement is subdivided by the deposit of a strata plan]
(the "DT Transferee")

WHEREAS:

- A. The VIS 3743 Strata Corporation is the Grantor pursuant to an easement filed in the Land Title Office under registration number EG148613 in respect of the common property of Strata Plan VIS 3743 in favour of the Dominant Tenement as defined in such easement, which easement was amended by the VIS 3743 Strata Corporation as the Grantor and 1075 Tillicum Land Corporation as the Grantee pursuant to an amendment filed in the Land Title Office under registration number ◆ (collectively the "Easement"); and
- B. Pursuant to the terms of the Easement, concurrently upon the earlier of (a) a sale, conveyance or transfer of the Dominant Tenement, or part thereof, by the registered owner of the Dominant Tenement (the "DT Owner") to a transferee, or (b) forthwith following the deposit of a strata plan by the DT Owner with respect to the Dominant Tenement, the DT Owner shall secure from such transferee or, where a strata plan has been filed, the established strata corporation, an assumption agreement in favour of the Grantor, pursuant to which the transferee or strata corporation, as applicable, assumes all of the obligations, liabilities and covenants of such DT Owner pursuant to the Easement insofar as they relate to the Dominant Tenement from and after the date of such sale, conveyance or transfer;

NOW THEREFORE IN CONSIDERATION of the premises and the sum of \$1.00 paid by VIS 3743 Strata Corporation and [◆insert name of Current DT Owner] to [◆insert name of DT Transferee] and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the [◆insert name of DT Transferee]), the [◆insert name of DT Transferee] hereby covenants and agrees with the Current DT Owner and the VIS 3743 Strata Corporation as follows:

1. The [◆insert name of DT Transferee] covenants and agrees that, as of the date hereof, the [◆insert name of DT Transferee] will assume, be bound by and observe and perform all of the Current DT Owner's obligations, liabilities and covenants as the Grantee contained in the Easement, including those in favour of the VIS 3743 Strata Corporation, (collectively, the

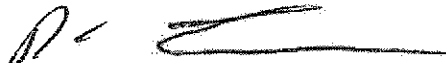
"Obligations") and does hereby agree to indemnify and save harmless the Current DT Owner from any and all actions, causes of action, losses, costs, damages and expenses arising out of any breach or non-observance whatsoever of the Obligations or otherwise.

- 2. This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns.
- 3. To evidence its agreement, the [◆insert name of DT Transferee] has executed this Assumption Agreement as of the date set out above.

[◆insert name of Current DT Owner]

THE OWNERS, STRATA PLAN VIS 3743

Per: _____
Authorized Representative

Per:  _____
Authorized Representative

Per: _____
Authorized Representative

Per:  _____
Authorized Representative

[◆insert name of DT Transferee]

Per: _____
Authorized Representative

Per: _____
Authorized Representative

SCHEDULE A

**Form of easement agreement
(including amendment)**



Strata Property Act Filing

1. Contact

**STEVENS ON LUCHIES & LEGH
300-736 BROUGHTON STREET
VICTORIA BC V8W 1E1
250-381-4040**

5754002/1075 Tillicuma/JASL

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

Application Type

LTO Document Reference

Form-E Certificate of Strata Corporation

3. Description of Land

PID/Plan Number

Legal Description

No PID / Plan

COMMON PROPERTY SECTION 10, ESQUIMALT DISTRICT, STRATA PLAN VIS3743

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.

**Deanna Gaye
Nelson Rivers
XN6FWQ**

Digitally signed by
Deanna Gaye Nelson
Rivers XN6FWQ
Date: 2020-12-22
12:38:39 -08:00

Page 14 of 14
TD

Strata Property Act

FORM E

CERTIFICATE OF STRATA CORPORATION

*(Sections 78, 79, 80, 214, 257, 259, 261, 262, 263 or 266 of the Act
or Section 17.20 of the Regulations)*

The Owners, Strata Plan VIS 3743 certify that a resolution referred to in section 80 of the *Strata Property Act* or section Section Number of the *Strata Property Regulation* was passed by a:

[check appropriate vote] unanimous vote; or


 3/4 vote

at an annual or special general meeting held on December 10, 2020, and that the attached instrument, schedule, plan or other document conforms to the resolution.

For the purposes of section 165(4)(f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act* or the *Strata Property Regulation*, and the instrument conforms to the resolution.



Signature of Council Member



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

Exhibit "M"
Covenant CA9945805 Attached



Land Title Act
Charge
 General Instrument – Part 1

VICTORIA LAND TITLE OFFICE
 MAY 24 2022 09:20:56.001
CA9945805-CA9945806

1. Application

Mullin DeMeo Wirk Law Corporation
1626 Garnet Road
Victoria BC V8P 3C8
250-477-3327

Fax: 250-477-0980
 File: CENTRALBLOCK/98935/JDM/sg

2. Description of Land

PID/Plan Number	Legal Description
018-050-859	LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN VIP55556

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant
PRIORITY AGREEMENT		Priority Agreement granting the Section 219 Covenant contained herein priority over Mortgage CA8896386 and Assignment of Rents CA8896387 registered on title to PID: 018-050-859. Person Entitled to Interest: Transferee

4. Terms

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

5. Transferor(s)

1075 TILlicum DEVELOPMENTS LTD. , NO.BC1261779
COASTAL COMMUNITY CREDIT UNION, AS TO PRIORITY AGREEMENT

6. Transferee(s)

TOWNSHIP OF ESQUIMALT
1229 ESQUIMALT ROAD
ESQUIMALT BC V9A 3P1

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)
<p>_____</p> <p>John D. Mullin Barrister & Solicitor 1626 Garnet Road Victoria BC V8P 3C8</p>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p>2022-05-16</p> </div>	<p>1075 Tillicum Developments Ltd. By its Authorized Signatory</p> <p>_____</p> <p>Tavish Rai</p>

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)
<p>_____</p> <p>Charles Blanaru Barrister & Solicitor #200 - 1808 Bowen Road Nanaimo BC V9S 5W4</p> <p>Ph. (250) 753 2202 Fax: (250) 753 3949</p>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p>2022-05-18</p> </div>	<p>Coastal Community Credit Union as to Priority Agreement. By its Authorized Signatory(ies)</p> <p>_____</p> <p>Name: Dana Nichols, BBA, ABL, Sr. Business Relationship Manager</p>

Name: Kristian Hrabowych, MBA & MScIB, Business Relationship Manager

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

2022-05-20

Township of Esquimalt

By its Authorized Signatory

Debra Hopkins
Commissioner for Taking Affidavits
for British Columbia
1229 Esquimalt Rd
Esquimalt BC V9A 3P1

Name: Barbara Desjardins, Mayor

Corporate Officer
As to both signatures

Name: Laurie Hurst, CAO

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.

Jesse Mullin
J7Z2EC

Digitally signed by
Jesse Mullin J7Z2EC
Date: 2022-05-24
09:14:34 -07:00

TERMS OF INSTRUMENT- PART 2

WHEREAS:

- A. The Transferor (the “**Owner**”) is 1075 Tillicum Developments Ltd. (Inc. No. BC1261779);
- B. The Transferee (the “**Township**”) is the Township of Esquimalt;
- C. The Owner is the registered owner in fee-simple of those lands and premises located within the Township of Esquimalt, in the Province of British Columbia, more particularly described as:
- PID: 018-050-859
LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN VIP55556
- (the “**Lands**”);
- D. The Owner has submitted an application to the Township to rezone the Lands to Comprehensive Development District No. 147 (1075 Tillicum Road) CD No. 147 further to ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 3056 (the “**Amendment Bylaw**”) to authorize the development of a six-storey mixed-use condominium with a maximum of 99 residential units (the “**Dwelling Units**”) and a minimum 78 space parking garage (the “**Development**”), and acknowledging that the amenities and restrictions contained herein are in the public interest the Owner has offered and voluntarily provide this Section 219 Covenant to the Township, and the Township has accepted this covenant and required its registration as a condition of the Amendment Bylaw (the “**Agreement**”).
- E. Section 219 of the *Land Title Act* gives authority for a covenant and indemnity, whether or a negative or positive nature, to be registered against the Lands and granted in favour of the Township with provisions:
- in respect of the use of land or the use of a building on or to be erected on land;
 - that land is to be built on in accordance with the covenant;
 - that land is not to be used, built on or subdivided except in accordance with the covenant;
 - that land is not to be used, built on or subdivided;
 - that land or a specified amenity in relation to it be protected, preserved, conserved, maintained, enhanced, restored or kept in its natural or existing state in accordance with the covenant and to the extent provided in the covenant.

NOW THEREFORE THIS AGREEMENT WITNESSES that under section 219 of the *Land Title Act*, and in consideration of the promises and the mutual covenants and agreements contained in this agreement (the “**Agreement**”), and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid to the Owner by the Township (the receipt and sufficiency of which is hereby

acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

1. The Owner and Township agree that this Agreement shall be interpreted in accordance with the definitions in the Township's Zoning Bylaw, as amended from time to time.

Restrictions and Requirements – Car Share Services

2. The Owner covenants and agrees:
 - (a) in this section the following terms have the following meanings:
 - (i) **“Modo Car Share Service Agreement”** means the agreement between the Owner and Modos which sets out the terms by which Modos will provide a Modos Shared Vehicle Service to the owners in the Development.
 - (ii) **“Modo Car Share”** means an entity whose principal business objective is to provide its members with a Modos Shared Vehicle Service;
 - (iii) **“Modo Plus Membership”** means a membership with Modos that enables a holder of such membership to access the Modos Shared Vehicle Service;
 - (iv) **“Modos Shared Vehicle Service”** means the provision, for a fee, of a car-sharing service by which members have self-serve access to a fleet of shared vehicles which they may reserve for use on an hourly or other basis;
 - (b) at its expense to execute, enter into and maintain a Modos Car Share Service Agreement with Modos for the provision of a Modos Shared Vehicle Service to each Dwelling Unit in the Development;
 - (c) to provide, purchase and maintain one (1) Modos Car Share electric passenger vehicle (the **“Car Share Passenger Vehicle”**) for use by the occupants of the Dwelling Units within the Development in accordance with the following:
 - (i) the Car Share Passenger Vehicle will be provided by the Owner in addition to other vehicles which may be available through the Modos Shared Vehicle Service;
 - (ii) the Owner will, at its cost, cause the Car Share Passenger Vehicle to be maintained and insured in the manner a prudent owner of such a vehicle would;
 - (iii) the Owner will be permitted to place conditions on the access and use of the Car Share Passenger Vehicle in order to provide for the safe, efficient, legal and equitable use of the Car Share Passenger Vehicle by the occupants of the Development including without limitation in respect of: duration of use, hours of availability, and frequency of use; ensuring operators have and maintain a valid British Columbia driver's license; and

any other matters relating to the safety of operators and their passengers and compliance with applicable laws by operators and their passengers.

- (iv) The Car Share Passenger Vehicle, when not in use by an occupant of the Dwelling Units, will be located on the Lands in a parking space that is wired (240V, AC plug with a dedicated 40 amp circuit) for, and equipped with, a Level 2 electric vehicle charging station (the "**Parking Space**"), and to ensure that the Parking Space is accessible to members of Modo that do not live in the Development; and
- (d) to purchase, at its sole cost and expense, a Modo Plus Membership for each Dwelling Unit within the Development, which will remain with each Dwelling Unit in perpetuity, in accordance with the following:
 - (i) only residents of the Dwelling Units will be entitled to a Membership, with a maximum of one Membership available to each Dwelling Unit;
 - (ii) the Owner will be required to pay or cover the cost of up to 99 Memberships, in perpetuity; and
 - (iii) to provide a Membership to those occupants who desire to be part of the Shared Vehicle Organization within 30 days of the occupant occupying the Dwelling Unit, it being acknowledge by the parties that not every occupant of a Dwelling Unit in the Development may desire to be part of a Shared Vehicle Organization.

Restrictions and Requirements – Transit Passes

- 3. The Owner further covenants and agrees to provide a one-year BC Transit bus pass for the Victoria Regional Transit System (each a "**Transit Pass**") to occupants of the Development (each an "**Occupant**") in accordance with the following:
 - (a) only those Occupants who are residents of a Dwelling Unit will be entitled to a Transit Pass;
 - (b) the Owner will only be required to provide a maximum of ninety-nine (99) annual Transit Passes, where no annual pass is requested for a dwelling unit, then requests for multiple passes for alternate units must be accommodated, up to 99 annual Transit Passes in total;
 - (c) the Transit Passes may be in the form of an actual transit pass, a voucher, or a reimbursement and must be provided to each Occupant within 30 days of occupation of the Dwelling Unit (the "**Transit Contribution Date**");
 - (d) the Owner's obligation to provide Transit Passes in accordance with this section only applies during the first year following the issuance of an occupancy permit in respect of the Development (the "**Transit Pass Qualifying Period**"). For greater clarity, the Owner will not be required to provide a Transit Pass to an occupant who otherwise qualifies under this section if the occupant who begins to occupy a Dwelling Unit after the Transit Pass Qualifying Period has expired notwithstanding

the Owner may not have provided the maximum number of Transit Passes contemplated by section 3(b);

- (e) prior to applying for occupancy permits in respect of the Development, the Owner will provide security in the amount of \$99,000 Dollars (the “**Transit Security**”) to secure the performance of the Owner’s covenants in this section 3, such amount being determined by the following calculations:

Number of Dwelling Units x Cost of Annual Pass

- (f) the Owner will provide the Transit Security in accordance with Council Policy entitled “Financial Security FIN-14” (April 18, 2006), unless Council resolves otherwise, as determined in the Township’s sole discretion; and
- (g) the Transit Security, or such proportionate amount, will be released:
 - (i) to the Owner, upon the Owner providing evidence to the satisfaction of the Township’s Director of Development Services, acting reasonably, that each Occupant has received a Transit Pass on or before the applicable Transit Contribution Date, such evidence may include an acknowledgement and receipt signed by each respective Occupant, or
 - (ii) to the Strata Corporation formed in respect of the Development, in the event any amount of the Transit Security remains unpaid to Occupants following the applicable Transit Contribution Date with respect to each Occupant.

Restrictions and Requirements – Bicycle Access in Common Areas

- 4. The Owner covenants and agrees that the occupants of the Development must not be restricted from using the elevators within the Development to transport bicycles, and the Owner, including any Strata Corporation formed in respect of the Development, must not restrict occupants of the Development who are carrying or transporting bicycles from accessing elevators or common areas within the Development.

Restrictions and Requirements – BC Energy Step Code

- 5. The Owner covenants and agrees that the Lands must not be built upon, except with buildings that meet or exceed the standards and requirements of Step 3 of the BC Energy Step Code and the Township’s Bylaws.
- 6. For greater certainty, the restrictions and requirements of Section 5 of this Agreement are intended to supplement, not replace or override, Township Bylaws and Building Code requirements.

Restrictions and Requirements – SRW for Walkway along Tillicum Road

- 7. The Owner covenants and agrees that the Lands must not be subdivided (including under the *Strata Property Act*), built upon, used or continue to be used, unless the Owner has provided, at its sole cost and without expectation of compensation from the Township, and continues to provide, a perpetual statutory right of way granted in favour of the Township

pursuant to section 218 of the *Land Title Act* and associated *Land Title Act* section 219 covenant and indemnity, on the Township's standard terms for the purpose of providing a public walkway, over those portions of the Lands located along Tillicum Road (the "Road") comprising of a three (3) metre wide strip of area parallel and adjacent to the Road.

Restrictions and Requirements – Easement for Access to Parking Areas

8. The Owner further covenants and agrees that the Lands must not be subdivided (including under the *Strata Property Act*), built upon, used or continue to be used, unless the Owner has secured a perpetual easement for access and use of the access road immediately to the north and adjacent to the Lands to provide the Owner, occupants of the Dwelling Units and visitors with access to the parking spaces on the Lands, including the underground parking garage to be constructed as part of the Development.

Enforcement

9. The Owner and the Township agree that enforcement of this Agreement shall be entirely within the discretion of the Township and that the execution and registration of this covenant against title to the Lands shall not be interpreted as creating any duty on the part of the Township to the Owner or to any other person to enforce any provision or prevent or restrain the breach of any provision of this Agreement.

Indemnity and Release

10. The Owner shall indemnify and save harmless the Township and each of its elected and appointed officials, officers, employees, agents and contractors, from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which anyone has or may have, whether as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or otherwise, which the Township incurs as a result of any loss or damage or injury, including economic loss and death, arising out of or connected with:
 - (a) the breach of any covenant in this Agreement;
 - (b) the use of the Lands contemplated under this Agreement
 - (c) the granting of any approvals; or
 - (d) the restrictions or requirements of this Agreement.
11. The Owner hereby releases and forever discharges the Township and each of its elected and appointed officials, officers, employees, agents and contractors, of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which the Owner or anyone, including third parties, can or may have against the Township for any loss, deprivation, enrichment, damage or injury, including economic loss and death, that the Owner, or anyone, may sustain or suffer arising out of or connected with:
 - (a) the breach of any covenant in this Agreement;
 - (b) the use of the Lands contemplated under this Agreement;

- (c) the granting of any approvals; or
 - (d) the restrictions or requirements of this Agreement.
12. Without limiting the above release and indemnity, the Owner acknowledges that this Agreement may be interpreted to contain conditions, restrictions, requirements, benefits or gifts that may not be specifically identified or required by bylaw. The Owner hereby expresses its intention to be solely responsible for the costs resulting from satisfying the conditions of this Agreement, and to donate any contribution to the Township as a gift without any expectation of credit, payment or reward of any kind. The Owner further releases, waives and forever discharges the Township from and against any claims, actions, or causes of action, whether based in contract, tort or equity, for damages or losses, for the recovery of the contributions or costs incurred, including legal expenses, or for unjust enrichment, in connection with the provision of those contributions.
13. The release and indemnity provisions of this Agreement survive its termination.

Registration and Priority

14. The restrictions and requirements in this Agreement are covenants running with the Lands in favour of the Township and are intended to be perpetual, and shall continue to bind all of the Lands when subdivided. For greater certainty, future owners of the Lands, or portions thereof, shall be considered the Owner under this Agreement.
15. At the Owner's expense, the Owner must do everything necessary to secure priority of registration and interest for this Agreement and the section 219 covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
16. The Owner agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
17. The Owner agrees to pay the reasonable legal fees and land title office costs of the Township in connection with the preparation and registration of this Agreement.

General

18. The Owner covenants and agrees that the Township's Director of Development Services, may, but is not obligated to, inspect the Car Share Passenger Vehicle parking space and associated electric vehicle charging station, Modo Car Share Service Agreement, and such other matters addressed by this Agreement, and the Owner shall implement any reasonable measures identified by the Director of Development Services as a result of such inspection.
19. Nothing contained or implied in this Agreement:
- (a) prejudices or affects the rights, powers or discretion of the Township in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Owner;

- (b) imposes any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement or the breach of any provision in this Agreement; or
 - (c) imposes any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, on the Township with respect to its exercise of any right or remedy expressly provided in this Agreement or at law or in equity.
20. Where the Township is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Township is under no public law duty of fairness or natural justice in that regard and agrees that the Township may do any of those things in the same manner as if it were a private party and not a public body.
21. The Owner covenants and agrees that the Township may withhold development permits, building permits and other approvals related to the use, building or subdivision of land as necessary to ensure compliance with the covenants in this Agreement, and that the issuance of a permit or approval does not act as a representation or warranty by the Township that the covenants of this Agreement have been satisfied.
22. The Owner covenants and agrees that:
- (a) if the Township advises of a breach of this Agreement, as determined in its reasonable discretion, the Owner must promptly remedy that breach at its sole cost;
 - (b) if the Owner has not remedied the breach to the reasonable satisfaction of the Township within thirty (30) days of notice or other longer time period specified by the Township, the Township may, but is under no obligation to, remove or rectify the breach at the expense of the Owner without further notice; and
 - (c) any costs to the Township of such removal or rectification is a debt due from the Owner to the Township together with an interest at a rate of 1% per annum in excess of the Prime Lending Rate of the Royal Bank of Canada in effect from time to time, and:
 - (i) the Owner shall pay such costs and interest to the Township forthwith upon demand; and
 - (ii) failing payment, the Township may add such costs to property taxes for the Lands.
23. Time is of the essence of this Agreement.
24. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of section 219(9) of the *Land Title Act*.
25. The Owner covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this

Agreement and they shall be binding upon the Owner as personal covenants only during the period of its respective ownership of any interest in the Lands.

26. This Agreement shall enure to the benefit of the Township and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
27. This Agreement is the entire agreement between the parties hereto regarding its subject.
28. It is mutually understood, acknowledged and agreed by the parties hereto that the Township has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owner other than those contained in this Agreement.
29. The Owner acknowledges that the Township does not represent to the Owner or to any other person that any future application for subdivision of the Lands by the owner will be approved.
30. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.
31. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
32. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity. The Owner agrees that the Township is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach of this Agreement by the Owner.
33. The restrictions and covenants herein contained shall be covenants running with the Lands, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Victoria Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the Township as a first charge against the Lands.
34. The Owner acknowledges having been directed to obtain independent legal advice prior to executing this Agreement, and the Owner agrees and acknowledges that it has read and fully understands all of the terms and conditions of this Agreement and its impact on the Lands.
35. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
36. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
37. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.

38. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
39. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
40. This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

The parties acknowledge that this Agreement has been duly executed and delivered by the parties executing the Form C attached to, and forming part of, this Agreement.

CONSENT AND PRIORITY AGREEMENT

WHEREAS COASTAL COMMUNITY CREDIT UNION (the "**Chargeholder**") is the holder of a Mortgage and Assignment of Rents (called the "**Charges**") encumbering the lands (the "Lands") described in Item 2 of the *Land Title Act* Form C attached hereto, which were registered in the Victoria Land Title Office under numbers CA8896386 and CA8896387 respectively.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant attached hereto (the "**Covenant**") and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the Transferee described in Item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to execution, delivery and registration of the Charges.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

END OF DOCUMENT

Exhibit "N"

Form of Agreement of Purchase and Sale and Addenda Attached

Unit # _____ Strata Lot _____



CENTRAL BLOCK
BY ABSTRACT

Central Block (the “**Project**”)
OFFER TO PURCHASE and AGREEMENT OF PURCHASE AND SALE
(as accepted, this “**Agreement**”)

“**Seller**”:

1075 Tillicum Developments Ltd.
301 – 1106 Cook Street
Victoria, BC V8V 3Z9
Phone: 250-883-5579
Fax: 250-995-8611

Seller’s Solicitor:

Mullin DeMeo Wirk, Attention: John Mullin
1626 Garnet Road
Victoria, BC V8P 3C8
Phone: 250-477-3327
Fax: 250-477-0980

Purchaser(s):

Name: _____

Address: _____

Tel: _____

Email: _____

RESIDENT OF CANADA: Yes _____ / No _____
as defined under the *Income Tax Act* (Canada)

Name: _____

Address: _____

Tel: _____

Email: _____

RESIDENT OF CANADA: Yes _____ / No _____
Ad defined under the *Income Tax Act* (Canada)

(jointly and severally, the “**Purchaser**”)

NOTE: If the Purchaser is comprised of more than one individual, each individual hereby constitutes and appoints the other or one of the others to be and act as each other’s lawful agent, in order to execute the Purchaser’s acknowledgement of receipt of the Disclosure Documents (as listed in Clause 4 herein), the acknowledgement of receipt of a copy of the fully executed Agreement and/or for the purposes of receiving notices required or desired to be delivered by the Seller pursuant to this Agreement.

1. Offer to Purchase

The Purchaser hereby offers to purchase, and if this offer is accepted by the Seller, agrees to purchase from the Seller, proposed Strata Lot _____ (the “**Strata Lot**”), Civic Address # _____, 1075 Tillicum, Victoria BC (the “**Civic Address**”), as shown in the Disclosure Statement (hereafter defined) for the Project known as “**Central Block**”, Victoria, BC, being the proposed strata development to be constructed on the following lands to be subdivided by the filing of the Strata Plan, and legally described as:

PID: 018-050-859 LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN VIP55556

(the “**Development**”), on the terms and conditions contained herein.

Seller Initials:



Purchaser(s) Initials:



2. Purchase Price and Deposits

The purchase price of the Strata Lot is _____ dollars. (\$_____) (the “Purchase Price”), exclusive of Goods and Services Tax, which the Purchaser shall pay to the Seller by payment of:

- (a) a first deposit of \$_____(the “First Deposit” being 10% of the Purchase Price) by cheque, bank draft, or wire transfer within 7 days after the Acceptance Date (as defined below);
- (b) a second deposit of \$_____(the “Second Deposit” being 5% of the Purchase Price) by cheque, bank draft, or wire transfer within 14 days of receipt of the Amendment to Disclosure Statement confirming receipt of the building permit and satisfactory financing commitment; and
- (c) the balance of the Purchase Price (subject to any adjustments herein) on the Completion Date determined in accordance with Section 5.1 of Schedule A hereto.

The First Deposit and the Second Deposit (collectively, the “Deposits”) shall be payable to the Seller’s Solicitor, Mullin DeMeo Wirk Law Corporation (In Trust).

NOTE: The Seller estimates the initial amount of the Monthly Maintenance Fee for the Strata Lot to be \$_____.

NOTE: The Purchase Price includes:

- (a) Strata Lots 10, 11, 23 to 27, 29, 41 to 45, 47, 59 to 63, 65, 77 to 81, 83, 95 to 99, 101: 24" Range, 24", Refrigerator, Dishwasher, Microwave OTR Hood Fan, 24" Stacked Washer and Ventless Dryer, Roller Blinds and ERV;
- (b) Strata Lots 3 to 7, 12 to 14, 17 to 20, 30 to 32, 35 to 38, 48 to 50, 53 to 56, 66 to 68, 71 to 75, 84 to 86, 89 to 93: 30" Range, 32" Refrigerator, Dishwasher, Microwave OTR Hood Fan, 24" Stacked Washer and Ventless Dryer, Roller Blinds and ERV;
- (c) Strata Lots 8, 9, 15, 16, 21, 22, 28, 33, 34, 39, 40, 46, 51, 52, 57, 58, 64, 69, 70, 76, 82, 87, 88, 94, 100: 30" Range, 32" Refrigerator, Dishwasher, Microwave OTR Hood Fan, 27" Stacked Washer and Ventless Dryer, Roller Blinds and ERV;
- (d) _____ parking stall to be assigned to the Strata Lot (NOTE: if not specifically provided, then no parking stall will be assigned to Strata Lot). The parking stall may be either a standard or a small car parking stall; and
- (e) One (1) bicycle storage locker in a storage locker room to be assigned to the Strata Lot.

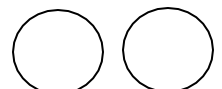
NOTE: Gallery décor features, built-ins in the den or nook, wall treatments, speakers, electronics, and furnishings are not included, except to the extent specifically included in an Addendum hereto.

NOTE: The Unit, Project and Strata Lot are proposed and until built are subject to minor modifications as to both design and area.

Seller Initials:



Purchaser(s) Initials:



3. Colour Palette

The Purchaser acknowledges that _____ will be the colour palette for the Strata Lot.

4. Feature Wall

The Purchaser acknowledges that _____ will be the feature wall colour for the Strata Lot.

5. Consent to Receive

The Purchaser hereby consents to receive the Disclosure Statement and any Amendments thereto by email to the following email address: _____

Purchaser's Initials:

6. Receipt of Disclosure Statement

By executing this Agreement, the Purchaser acknowledges that, prior to the execution of this Agreement, the Purchaser has received a copy of and has been given a reasonable opportunity to read the Seller's Disclosure Statement dated July 5, 2022, and any amendments thereto filed up to the date hereof (collectively, the "Disclosure Statement"), and that the execution of this Agreement by the Purchaser constitutes a receipt in respect thereof.

Purchaser's Initials:

7. Right of Rescission

Under Section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the Agreement of Purchase and Sale or Contract to Lease by serving written notice on the Developer or Developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of the Disclosure Statement.

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

- (a) The Developer at the address shown in the Disclosure Statement received by the Purchaser;
- (b) The Developer at the address shown in the Purchaser's purchase agreement;
- (c) The Developer's brokerage, if any, at the address shown in the Disclosure Statement received by the Purchaser; or
- (d) The Developer's brokerage, if any, at the address shown in the Purchaser's purchase agreement.

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

Seller Initials:

Purchaser(s) Initials:

8. Agency Disclosure

- (a) The Purchaser has been informed and understands that the project sales representatives are employees and/or agents of the Seller and that the sales representatives are not acting on behalf of the Purchaser; and
- (b) the Purchaser has a Designated Agency Relationship with _____ (as agent) and _____ (as designated agent), or the Purchaser has no designated agent.

Purchaser's Initials:

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9. Acceptance

The Purchaser's offer contained herein is open for acceptance by the Seller until 6:00pm PST on _____ 20_____, and upon acceptance by the Seller will constitute a binding agreement of purchase and sale on the terms and conditions contained herein (this "**Agreement**"), including the terms and conditions set out in Schedule A attached hereto, which are hereby incorporated into, and form part hereof.

10. Counterpart Execution

This Offer to Purchase and Agreement may be executed and delivered in counterparts and by DocuSign, fax or e-mail transmission of signatures, which shall be binding upon the parties.

DATED this _____ day of _____, 20____

_____	_____	_____
Witness	Purchaser	Purchaser

The Seller hereby accepts the Purchaser's offer herein on _____, 20____ (the "**Acceptance Date**"), and agrees to sell the Strata Lot to the Purchaser in accordance with the terms hereof.

1075 Tillicum Developments Ltd.
by its authorized signatory:

Per: _____

Seller Initials:

○

Purchaser(s) Initials:

○ ○

Schedule A

ADDITIONAL TERMS AND CONDITIONS

The Seller and the Purchaser agree to the following additional terms and conditions, which are incorporated into and form part of this Agreement:

1.0 The Deposits

1.1 Non-Interest Bearing Trust Account

The Purchaser’s Deposits will be paid to the Seller’s solicitors and placed in a non-interest bearing trust account.

1.2 Deposit Protection Contract

The Seller will enter into a deposit protection contract with an Insurance Provider. If, prior to the completion of the transaction herein contemplated, the Seller has complied with all of the requirements set out in Section 19 of the *Real Estate Development Marketing Act* in respect of a developer’s use of deposits, as defined therein, and provided that the Seller has arranged for a deposit protection contract as contemplated by Section 19 of the *Real Estate Development Marketing Act* and as defined by the *Insurance Act*, which deposit protection contract has been entered into, then the Seller shall be entitled without any further authorization or consent of the Purchaser to the release to it of all or any portion of the Deposits and in such case the Purchaser does hereby irrevocably authorize and direct the Seller’s solicitors to release to the Seller so much of the Deposits as requested by the Seller and is permissible at law. Notwithstanding any other provision of this Agreement, on the basis of the deposit protection contract which has been entered into by the Seller, the Purchase hereby authorizes the Seller’s solicitors to release the Deposit to the Seller for use in construction and marketing of the development. The Seller agrees to comply with all the terms and conditions of the *Real Estate Development Marketing Act* and regulations with respect to such deposit protection contract.

2.0 The Completion Date

2.1 Closing Notice

The Seller or its solicitor will give the Purchaser not less than 10 calendar days’ written notice (the “**Closing Notice**”) addressed to the Purchaser or the Purchaser’s solicitor or notary (the “**Purchaser’s Solicitors**”), specifying the Completion Date (the “**Completion Date**”), which will not occur, and except as otherwise provided in this Article 2 hereof, later than December 31, 2026 (the “**Outside Date**”). The estimated completion date is between October 1, 2025 to December 31, 2025.

2.2 Permission to Occupy

The Completion Date shall be after the date that the Township of Esquimalt has given permission to occupy the Strata Lot. For the purposes of this section, permission to occupy the Strata Lot means the initial permission given by the Township of Esquimalt whether such permission is temporary, conditional or final and refers to occupation of the Strata Lot only and not to the occupation of other Strata Lots in the Development, or the common property in the Development.

2.3 Estimated Completion Date may be Delayed

The Closing Notice may be based on the Seller’s estimate as to when the Strata Lot will be ready to be occupied. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Seller may delay the Completion Date from time to time as required, by notice of such delay to the Purchaser or the Purchaser’s lawyer or notary, but any such delay will not exceed in the aggregate 90 days from the date specified in the Closing Notice.

Seller Initials:



Purchaser(s) Initials:



2.4 Delay/Extension past the Outside Date

- (a) If the Seller is delayed in completing construction of the Strata Lot, depositing the Strata Plan for the Development, or in doing anything the Seller is required to do pursuant to this Agreement, and the delay is caused by any condition or cause beyond the reasonable control of the Seller including, without limitation, acts or omissions by third parties not related to the Seller, strike, lockout, labour dispute, unusual geotechnical conditions, climatic condition, act of God, inability to obtain labour or materials, laws, ordinances, rules, regulations or orders of governmental authorities, including orders related to emergency health/pandemic, enemy or hostile action, civil commotion, fire or other casualty, or any other event beyond the control of the Seller, then the Outside Date shall be extended by a time equivalent to the period of such delay.
- (b) The Seller may extend the Outside Date for up to an additional 120 days by delivery of written notice to the Purchaser, in addition to any other extension(s) pursuant to this Article 2, by notice to the Purchaser.

2.5 No Liability for Damages

The Seller shall not be liable for any damages due to delay in meeting the Completion Date.

3.0 Title

On the Completion Date, title to the Strata Lot shall be free from all liens, charges and encumbrances except those contemplated in the Disclosure Statement, as amended from time to time, including subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other disposition from the Crown, registered or pending restrictive covenants and rights of way in favour of public utilities and public authorities, and the Seller’s Financial Charges to be discharged as set out in Section 6.3 below.

4.0 Possession

4.1 Delivery of Vacant Possession

The Purchaser will have vacant possession of the Strata Lot on the business day following the Completion Date after payment of the Purchase Price in full.

4.2 No Right of Access

The Purchaser shall have no right of access to the Strata Lot until the Completion Date without being accompanied by the Seller, such access to be provided solely at the discretion of the Seller and with advance notice given by the Purchaser to the Seller. If the Purchaser enters the Strata Lot or the Project without the Seller being present, the Purchaser shall do so at the Purchaser’s sole risk. The Purchaser shall indemnify the Seller from and against any and all loss, injury, damages, claims and costs occasioned to the Seller as a consequence of such accompanied or unaccompanied entry (including without limitation where arising through injury or loss to a guest or invitee of the Purchaser).

4.3 Inspection Certificate

Under no circumstances will possession be given to the Purchaser until and unless the inspection/completion certificate and the Warranty Commencement Date Certificate is completed, signed and delivered by the Purchaser to the Seller.

4.4 Ongoing Developer Marketing

The Purchaser acknowledges that the Seller may retain strata lots in the Development for use as display suites for marketing or other purposes. The Purchaser will permit and, to the extent that the Purchaser is able so to do, will cause the Strata Corporation to permit the Seller to install signs and other marketing materials on the common property to market the strata lots and to carry out promotions on the common property. The Purchaser consents to

Seller Initials:



Purchaser(s) Initials:



the use of the common property and the display suites for marketing the strata lots and shall not revoke the Purchaser’s consent for so long as the Seller is the owner of any strata lots in the Development.

5.0 Adjustments

5.1 Adjustment Date

The Purchaser will assume all taxes, strata fees, rates, assessments and other charges from and including the Completion Date and all adjustments will be made as of the Completion Date.

5.2 Property Tax Allocation

If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, the portion thereof which shall be allocated to the Strata Lot will be determined by pro-rating the total amount among all strata lots in the Development on a pro rata basis according to unit entitlement numbers.

5.3 Property Taxes prior to any exemption

Property taxes will be adjusted based on the existing or estimated property taxes without regard to any property tax exemption which may be available in future years.

6.0 Closing Procedure

6.1 Purchaser Closing Deliveries

The Purchaser’s solicitors will prepare and deliver to the Seller’s solicitors at least 7 days prior to the Completion Date, a Transfer and Statement of Adjustments, in accordance with the information and directions provided by the Seller’s solicitors. The Seller will not be required to execute or deliver any other agreements, transfer documents, certificates or statutory declarations.

6.2 Seller Deliveries and Closing Undertakings

Following the receipt thereof, the Seller will execute and deliver the Transfer and the Statement of Adjustments to the Purchaser’s solicitors on the condition that either:

- (a) the Purchaser’s solicitors or notary public holds in their trust account the balance due and owing to the Seller, and undertakes to pay the balance due and owing to the Seller on the Completion Date forthwith upon receipt of a post-registration index search in accordance with this Agreement, or return the Transfer unregistered; or
- (b) if the Purchaser is relying upon a new institutional mortgage to finance a portion of the Purchase Price, the Purchaser’s solicitors or notary public holds in their trust account that portion of the Purchase Price not secured by the new mortgage, the Purchaser has fulfilled all of the new mortgagee’s conditions for funding except for the lodging of the new mortgage for registration in the Land Title Office, and the Purchaser’s solicitors or notary public has undertaken to pay the balance of the adjusted Purchase Price on the Completion Date upon the lodging of the Transfer and the new mortgage in the Land Title Office and the advance of the mortgage proceeds.

Payment by the Purchaser’s solicitors or notary public shall be by way of a solicitor’s or notary public’s certified trust cheque or bank draft.

6.3 Discharge of Seller Financing

The Purchaser agrees that the transfer of title to the Strata Lot may be subject to various financial encumbrances (collectively, the “**Seller’s Financial Charges**”) relating to the Seller’s financing provided that the Seller’s solicitors undertake to:

Seller Initials:



Purchaser(s) Initials:



- (a) pay to the Seller’s lender (the “**Seller’s Lender**”) under the Seller’s Financial Charges the amount required to obtain partial discharges of the Seller’s Financial Charges from title to the Strata Lot;
- (b) take reasonable steps to obtain such partial discharges; and
- (c) upon receipt, to file the partial discharges in the Land Title Office within a reasonable time after the Completion Date, and to advise the Purchaser’s solicitors or notary public of registration particulars of such partial discharge when available. The parties agree that the foregoing undertakings relating to the partial discharge of the Seller’s Financial Charges shall be the only undertakings with respect thereto.

6.4 Purchaser Closing Costs

The Purchaser will pay all costs relating to the transfer of the Strata Lot, including Property Transfer Tax, if applicable, and any other charges and taxes payable in connection with the purchase of the Strata Lot, other than the costs of the Seller incurred in clearing the Seller’s Financial Charges from the title to the Strata Lot.

7.0 Risk

The Strata Lot will be at the Seller’s risk until 12:01 a.m. on the Completion Date and thereafter at the Purchaser’s risk, and in the event of material loss or damage to the same occurring before such time by reason of tempest, lightning, earthquake, flood or other Act of God, fire or explosion, which is not repaired prior to the Completion Date, either party may, at its option, cancel this Agreement and in such event the Purchaser shall be entitled to the return of any moneys paid hereunder, and in such event neither the Seller nor the Purchaser shall have any further obligations or liability whatsoever hereunder, and all other remedies and claims of the Purchaser in the event of such loss or damage are hereby waived.

8.0 Inspection

8.1 Inspection and Deficiency List

The Purchaser, or a representative, and the Seller, or a representative, shall inspect the Strata Lot at a reasonable time designated by the Seller prior to the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies shall be prepared. The parties or their representatives shall sign the list and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the listed corrections. The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser’s representatives, agents or assigns will be allowed access to the Strata Lot for any other purpose prior to the Completion Date, except with the express written authorization of the Seller.

8.2 Purchaser Failure to Inspect

If the Purchaser fails to inspect the Strata Lot as required, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the architect for the Development (the “**Architect**”) shall settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the Architect shall be binding upon the parties and need not occur prior to the Completion Date.

8.3 Seller to Remedy Deficiencies

The Seller will remedy the defects or deficiencies noted on the list, or as settled by the Architect, as soon as reasonably possible after the Completion Date to the satisfaction of the Architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such shall not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there shall be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date.

Seller Initials:



Purchaser(s) Initials:



9.0 Assignment or Solicitation

The Purchaser shall not assign this Agreement of Purchase and Sale without the written consent of the Seller, which consent may be refused by the Seller in the Seller’s sole discretion. Notwithstanding the foregoing, the Seller will not refuse to such a consent in the event the assignee(s) is a parent, spouse, child or grandchild of the Purchaser(s). In the event of any assignment, it will be a condition of the Seller’s consent that the assignee(s) assume in writing with the Seller the Purchaser’s obligations hereunder, and, in any event, the Purchaser will not be released from his or her obligations hereunder.

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

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

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

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

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

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

9.1 Restriction on Sale

Until the Completion Date, the Purchaser agrees not to advertise the Strata Lot for sale by any means whatsoever, including without limitation by displaying signs within the Strata Lot or the Project, by using the internet, by using the Multiple Listing Service or any similar service, or by listing the Strata Lot for sale with any individual or in any newspaper or other publication. The Purchaser authorizes the Seller to remove any advertising prohibited by this clause. The Purchaser agrees that damages are not a sufficient remedy for breach of this clause, and agrees to the granting of injunctive relief in favour of the Seller in the event the Purchaser breaches this clause.

10.0 Time of the Essence

10.1 Remedies

Time shall be of the essence of this Agreement, and if:

- (a) the Deposits are not paid in accordance with this Agreement;
- (b) the balance of the Purchase Price is not paid in full in accordance with this Agreement; or
- (c) the Purchaser is otherwise in default hereunder;

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Purchaser(s) Initials:



the Seller may, at its option:

- (i) terminate this Agreement and in such event the Deposits previously paid shall be absolutely forfeited to the Seller as the minimum amount of damages the parties agree the Seller is expected to suffer as a result of termination, and not as a penalty, without prejudice to the Seller’s other remedies, including the right to recover any of the Deposits required to have been paid but which the Purchaser failed to pay, and additional damages; or
- (ii) elect to extend the Completion Date, in which event the Purchaser will pay to the Seller, in addition to the Purchase Price, interest on the full Purchase Price at 4% per annum above the annual rate of interest designated by the Seller’s principal financial institution as its “prime rate” for Canadian dollar commercial loans payable on demand, calculated daily from the date upon which such portion was due until it is paid, provided that the adjustment date pursuant to Section 5.1 shall remain the original Completion Date.

If the Purchaser’s default continues beyond the extended date for completion established pursuant to Subsection (ii), the Seller may thereafter elect to terminate this Agreement pursuant to Subsection (i), or to permit a further extension pursuant to Subsection (ii), as the case may be, at the Seller’s sole option.

10.2 Purchaser Repudiation

In the event that the Purchaser or the Purchaser’s Solicitor indicates or expresses to the Seller, on or before the Completion Date, that the Purchaser is unable or unwilling to complete the sale, the Seller is relieved of any obligation to make any formal tender upon the Purchaser or the Purchaser’s Solicitor.

10.3 Default by Seller

If the purchase and sale of the Strata Lot contemplated by this Agreement is not completed by reason of the Seller’s default, the Deposits shall be repaid to the Purchaser as the Purchaser’s sole remedy, and thereafter, neither party shall have any further obligation to the other under this Agreement.

10.4 Cancellation Rights of the Seller

If the Seller has not entered into 60 unconditional Agreements of Purchase and Sale for strata lots in the Development on or before April 30, 2023, then the Seller may cancel this Agreement of Purchase and Sale by notice in writing to the Purchaser. In the event the Seller provides such notice of cancellation, then the Deposits shall be refunded to the Purchaser and neither party shall have further claims against the other.

11.0 Development

11.1 Purchaser Acknowledgements

The Purchaser acknowledges

- (a) that this Agreement shall remain in full force and effect notwithstanding that the building plans and specifications (including without limitation features, design, materials, layout, location, dimensions, size, and number of windows and doors and Common facilities) may be varied by the Seller, as deemed desirable and reasonable in the sole opinion of the Seller and/or the Architect, or as may be required by any authorities having jurisdiction in respect thereof between the date of this Agreement and the Completion Date, and that in any such event the Purchaser shall have absolutely no claim or cause of action against the Seller;
- (b) that the Purchaser is aware that the square footage area of the Strata Lot is approximate and that as built dimensions, lot lines and location of the Strata Lot may differ from those shown on Exhibit “A” to the Disclosure Statement;

Seller Initials:



Purchaser(s) Initials:



- (c) that the Purchaser agrees that should certain materials be discontinued, unavailable or not be available to the Seller for installation in time for the Seller’s scheduled installation date, the Seller reserves the right to select substitute materials of equal or better grade, at the Seller’s discretion;
- (d) that it is purchasing a residential strata lot which comprises the interior of the dwelling unit which is being constructed substantially in accordance with the plans and specifications of the Architect;
- (e) that the plumbing, electrical, fire safety and other building service facilities and equipment will be located within the development as recommended by the Township of Esquimalt or required by the Township of Esquimalt consultants, and the Seller reserves the right to relocate, add or delete any such services and equipment as it deems appropriate regardless if they have been included in the current Development plans, without compensation to the Purchaser;
- (f) due to the natural variation of colour and texture in the wood, stone and dye lots of the tile, carpet and other components of the Strata Lot, and the fact that the colour of natural products (especially wood) will change over time, the finishes of the wood, quartz, tile, stone, carpet and other components of the Strata Lot may differ from the colour and textures shown in any display unit or any samples provided to or viewed by the Purchaser. In addition, even within the Strata Lot, the textures, colours and finishes may vary for the same reasons. These variations are inherent characteristics which cannot be fully controlled, and the Vendor does not guarantee an exact match;
- (g) any display suite or presentation centre of the Seller are representative of the general finishing and design style of particular unrelated suite components intended for the Development only. Actual design, specifications, materials, finishing, features, room dimensions, room configurations and layouts may vary;
- (h) images and view representations, including any display centre mockups, and in the marketing materials, advertising and Web sites for the Development are not actual and are intended only to convey the general character of the neighbourhood in which the Development will be situated and the general view outlooks that may be available from various locations within the completed Development. View representations cannot be relied upon to be representative of actual views available from any perspective within the completed Development, and interior representations cannot be relied upon to be representative of actual dimensions or areas available within the completed Development; and
- (i) that the Colour Palette selection and any additional upgrade options must be selected on or before the date specified by the Seller (the “**Selections Date**”). The Seller will have the the right to refuse changes or modifications to the Colour Palette or optional upgrade selections. Colour Palatte or optional upgrade selection changes after the Selections Date are subject to a mimium of \$500 per requested change. Failure by the Purchaser to make their selections by the Selections Date will result in the Seller choosing the Colour Palette, unless otherwise specified in the contract, and no further optional upgrade selections will be allowed.

11.2 Change to Address/Strata Lot Number

The address and/or Strata Lot number are subject to change at the Seller’s discretion.

12.0 Strata Lot Size/Price Adjustment

12.1 No Price Adjustment

If the Strata Lot size in the final Strata Plan is between 95% and 100% of the size indicated for the Strata Lot in the Disclosure Statement, the Purchase Price will not be reduced.

Seller Initials:



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12.2 Price Adjustment

If the Strata Lot in the final Strata Plan is less than 95% of the size indicated for the Strata Lot in the Disclosure Statement, the Purchase Price will be reduced by an amount determined as follows: $.95 - (\text{Actual Area} / \text{Disclosure Statement Area}) \times \text{the Purchase Price}$.

12.3 Where Price Adjustment Sole Remedy

If the Strata Lot in the final Strata Plan is not less than 90% of the size indicated for the Strata Lot in the Disclosure Statement, the Purchaser shall have no other claim or remedy against the Seller other than the adjustment of the Purchase Price provided for herein.

12.4 Where Purchaser has the Right to Cancel

If the Strata Lot in the final Strata Plan is less than 90% of the size indicated for the Strata Lot in the Disclosure Statement, then the Purchaser may, by written notice to the Seller delivered not more than 3 days after delivery by the Seller of a written notice of the final area of the Strata Lot, elect to have the Purchase Price adjusted as aforesaid or cancel this Agreement. If the Purchaser elects to cancel the Agreement, the Deposits will be paid to the Purchaser and there will be no further obligations as between the Seller and the Purchaser. If the Purchaser does not elect to cancel the purchase of the Strata Lot as aforesaid, the Purchaser will have no claim against the Seller other than for adjustment to the Purchase Price as aforesaid.

12.5 Strata Plan Registration or Walk-Through of Strata Lot Prior to or at Agreement Execution

Notwithstanding any other provision, it is agreed that section 12.1 through 12.4 shall not be applicable in the event the Strata Plan for the development has been registered prior to the execution of this Agreement or in the event the Purchaser or his/her designated agent/realtor has had an opportunity to have a walk-through/viewing of the Strata Lot prior to execution of the Agreement or during the 7 day rescission period.

13.0 Lien Holdback

13.1 Lien Holdback in Trust

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 to the Seller’s solicitors on the Completion Date, to be held in trust pursuant to the *Strata Property Act* and the *Builders Lien Act* of British Columbia (or successor statutes) solely on account of claims of builders liens registered against title to the Strata Lot prior to the expiration of the applicable lien holdback period in respect of work done or materials supplied at the request of the Seller.

13.2 Payout

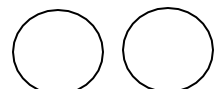
The Seller’s solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Seller on the earlier of:

- (a) the 56th day after the Completion Date; or
- (b) the date on which the time for filing a claim of lien under the *Builders Lien Act* expires and the Seller’s solicitors have not received notice of filed builders lien claims against the Strata Lot of which the Purchaser or the Purchaser’s lawyer or notary public notifies the Seller’s solicitors in writing by 2:00 p.m. on that date. If notice of such filed claims is so received, the Lien Holdback and any interest earned thereon shall be applied firstly to discharge such liens with the balance payable to the Seller. The Purchaser hereby authorizes the Seller to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect thereto including payment of funds into court.

Seller Initials:



Purchaser(s) Initials:



14.0 Chattels

The Purchase Price includes the chattels noted on page 2 of this Agreement.

15.0 Budget Estimates

The Purchaser is aware that the monthly strata corporation assessment as set out in the Disclosure Statement is an estimate only. The estimated budgets and strata fees have been prepared using the best information and projected costs currently available. The Purchaser acknowledges that there may be increases in both the budgets and strata maintenance fees in the event of unanticipated increases in strata corporation insurance premiums or utilities charges which are beyond the control of the Seller, and that GST will be applicable to certain components of the budgets and strata fees.

16.0 GST

The Purchase Price excludes Goods and Services Tax. The Purchaser is responsible to pay the Goods and Services Tax in addition to the Purchase Price to the Seller on the Completion Date and the Seller is responsible to remit the Goods and Services Tax to Canada Revenue Agency.

17.0 Marketing Materials

The Purchaser acknowledges that the Seller may include images or photographs of the Development, the Strata Lot and the improvements thereon in its promotional and marketing materials, including signage, for this Development and for other developments undertaken by entities related to the Seller, and the Purchaser acknowledges and agrees not to object to any use of such images or photographs for promotional or marketing purposes.

18.0 Post Completion Building Envelope Inspections

The Purchaser acknowledges that the Developer may enter into, or to cause the Strata Corporation to enter into an initial Building Envelope Inspection Agreement with a Building Envelope Consultant (the “**Consultant**”), pursuant to which the Consultant will conduct periodic inspections of the building envelope for the purpose of monitoring its performance, for the benefit of the Strata Corporation and its New Home Warranty obligations. The Purchaser covenants and agrees with the Seller not to oppose this periodic inspection by the Consultant in any way.

19.0 Personal Information

The Purchaser hereby consents to the collection, use and disclosure of personal information contained in this Agreement and any Addendum hereto and otherwise collected by or on behalf of the Seller and its agents, affiliates and service providers for the following purposes:

- (a) to obtain financing for the Seller and to enable the Seller to complete the transactions contemplated herein, including providing the Seller’s solicitors with all information related to this Agreement, and to carry out and complete the sale of the Strata Lot to the Purchaser;
- (b) to facilitate the completion of the Development including the provision of services and utilities, insurance and warranty coverage;
- (c) to facilitate the management of the Development, including transferring management of the Development to a strata corporation manager;
- (d) for reporting purposes to any trade or professional associations governing the Seller or any investigative body having authority over the Seller to the extent such information is required to be reported to such association or body;

Seller Initials:



Purchaser(s) Initials:



- (e) to market, sell, provide, and inform the Purchaser of products and services of the Seller and its affiliates and partners, including information about future projects; and
- (f) to disclose such personal information to the Seller’s affiliates, business partners, bankers, lawyers, accountants and other advisors and consultants in furtherance of any of the foregoing purposes, including financial statements, tax returns and GST returns.

20.0 General

21.0 Contractual Rights only

The Purchaser agrees that this Agreement creates contractual rights only, and does not create an interest in land, and no interest may be registered by the Purchaser at the Land Title Office against the title to the Strata Lot prior to closing.

21.1 Currency

All money shall be paid in Canadian funds.

21.2 Seller Residency

The Seller is not a non-resident of Canada.

21.3 Notice to the Purchaser

Any notice to be given to the Purchaser, including any amendment to the Disclosure Statement, will be sufficiently given if mailed by prepaid registered mail, or delivered by hand or transmitted by facsimile or e-mail transmission to the Purchaser at the address or numbers set out on page 1 of this Agreement or to the Purchaser’s lawyer or notary. The Purchaser may at any time change its address or facsimile number set out on page 1 of this Agreement by giving written notice to the Seller in accordance herewith. Any notice so given to the Purchaser shall be deemed to have been received by the Purchaser on the date on which it was delivered in person, or, if transmitted by facsimile or electronic transmission, on the date it was transmitted, or if sent by registered mail on the fifth business day thereafter. If the Purchaser is comprised of more than one person, notice given to any one of the persons comprising the Purchaser shall be deemed to have been received by all persons comprising the Purchaser.

21.4 Entire Agreement

This Agreement is the entire agreement between the parties and there are no representations, warranties, conditions or collateral agreements, express or implied, whether made by the Seller, any agent, employee or representative of the Seller or any other person including, without limitation, arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations or renderings provided to the Purchaser or made available of his viewing, other than those contained herein or in the Disclosure Statement. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

21.5 Survival

All representations, covenants, agreements and consents contained herein shall survive the completion of the transactions contemplated herein and shall not be merged in any document delivered pursuant to this Agreement.

Seller Initials:



Purchaser(s) Initials:



21.6 Governing Law

This Agreement shall be governed and construed in accordance with the laws of British Columbia. The Purchaser irrevocably agrees to attorn to the jurisdiction of British Columbia in respect of all matters pertaining to or connected with this Agreement or the Strata Lot.

21.7 Joint and Several Obligations

If the Purchaser is comprised of more than one person, all obligations of the Purchaser will be joint and several.

21.8 Addendums

Any Addendum to this Agreement if completed and signed by the Purchaser and Seller forms a part of this Agreement.

Seller Initials:

Purchaser(s) Initials:

ADDENDUM NO. 1

RIGHTS OF RESCISSION: BUILDING PERMIT AND FINANCING OFFER TO PURCHASE and AGREEMENT OF PURCHASE AND SALE

Date: _____

Re: Proposed Strata Lot _____ (the “**Strata Lot**”), Unit Number # _____, as shown in the Disclosure Statement for the project known as “**Central Block**”, being developed on the lands legally described as: PID: 018-050-859, LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN VIP55556 (the “**Development**”).

Further to the Agreement of Purchase and Sale (the “**Agreement**”) dated _____, 20_____, made between 1075 Tillicum Developments Ltd. (the “**Seller**”) and _____ (the “**Purchaser**”) with respect to the Strata Lot, the undersigned hereby agree as follows:

REAL ESTATE DEVELOPMENT MARKETING ACT RESCISSION RIGHTS

A. Building Permit

- (i) The Purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
- (ii) If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the Purchaser within 12 months after the initial disclosure statement was filed, the Purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the Purchaser, at which time the Purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
- (iii) The amount of the deposit to be paid by a Purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the Purchase Price; and
- (iv) All deposits paid by a Purchaser will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser.

B. Financing Commitment

- (i) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the Purchaser within 12 months after the initial disclosure statement was filed, the Purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the Purchaser;
- (ii) The amount of the deposit to be paid by a Purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the Purchase Price; and
- (iii) All deposits paid by a Purchaser will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser.

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Purchaser(s) Initials:



This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. Any capitalized term used in this Addendum that is neither defined herein nor a proper noun has the meaning given to that term in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

Signed:

Witness

Purchaser Name

Purchaser Signature

Witness

Purchaser Name

Purchaser Signature

1075 Tillicum Developments Ltd.

Per:

Authorized Signatory

Seller Initials:



Purchaser(s) Initials:



**FIRST AMENDMENT
TO DISCLOSURE STATEMENT**

of

Central Block
(the “Development”)

DATE OF DISCLOSURE STATEMENT: July 5, 2022

DATE OF FIRST AMENDMENT TO DISCLOSURE STATEMENT: November 16, 2022

NAME OF DEVELOPER: 1075 TILlicum DEVELOPMENTS LTD.

MAILING ADDRESS: 1626 Garnet Road
Victoria, BC V8P 3C8

DEVELOPER’S REAL ESTATE BROKERAGE:

The Developer intends to market the strata lots offered for sale under this Disclosure Statement using its own employees, which employees are not licensed under the *Real Estate Services Act* and are not acting for prospective purchasers and/or the Developer may also retain a licensed realtor from a real estate brokerage to assist in marketing.

DISCLAIMER

THIS FIRST AMENDMENT TO 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 FIRST AMENDMENT TO DISCLOSURE STATEMENT, OR WHETHER THE FIRST AMENDMENT TO 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 July 5, 2022 is hereby amended as follows:

1. Delete Section 4.3 in its entirety and replace it with the following:

“4.3 Existing Encumbrances and Legal Notations:

The following encumbrances and legal notations are registered against title to the Land:

- (a) Legal Notations:

Easement, EG148613, over the Common Property of Strata Plan VIS2932, for purposes of maintenance, repair and operation of storm drainage, sanitary sewage drainage and hydro gas and water lines and access, and modified by CA8668085, which modification includes a requirement for an assumption agreement which will be signed on behalf of the Strata Corporation following registration of the Strat Plan, see **Exhibit “L”** attached;

Permits, CB44700, DF EC117863, DF EF172449, EH68239 and EL120536, under Part 29 of the Municipal Act;

- (b) Encumbrances:

Undersurface Rights, M76301, in favour of Her Majesty the Queen in Right of the Province of British Columbia;

Statutory Right of Ways, EH43274 and EH43272, in favour of BC Hydro and Power Authority, for purposes of providing services to the Development; Statutory Right of Ways, EH43273 and EH3275, in favour of BC Tel, for purposes of providing services to the Development;

Covenant, CA9945805, in favour of the Township of Esquimalt, for purposes of subdivision approval and including the following restrictions and requirements on the Developer: a) enter into a Modo Car Share Service Agreement with Modo for the provision of a Modo Shared Vehicle Service to each Dwelling Unit; b) provide a one-year BC Transit bus pass to occupants of the Development; c) provide bicycle access in Common Areas of the Development; d) build in compliance with the BC Energy Step Code; e) construction of a Statutory Right of Way along Tillicum Road; and, f) enter into an easement for access to parking areas, see **Exhibit “M”** attached;

Mortgage, CB25440, in favour of Computershare Trust Company of Canada/First National Financial LP; and

Assignment of Rents, CB25441, in favour of Computershare Trust Company of Canada/First National Financial LP.

The existing financing will be discharged from title to each of the Strata Lots within a reasonable amount of time following the completion of the sale of such Strata Lot.”

2. Delete Section 4.4 in its entirety and replace it with the following:

“4.4 Proposed Encumbrances and Covenants

The following encumbrances may be registered by the Developer against title to the Land, including the Strata Lots and the Common Property:

- (a) such restrictive covenants, easements, rights of way or other rights or restrictions, and any amendments thereto, as may be required by public authorities or by individuals or entities providing services, access or utilities to the Development, satisfying the Township of Esquimalt requirements for completing the Development, and as deemed necessary or advisable by the Developer;
- (b) Statutory Right of Way in favour of the Township of Esquimalt, for purposes of providing a public walkway over those portions of the Land located along Tillicum Road comprising of a three (3) metre wide strip of area parallel and adjacent to Tillicum Road; and
- (c) The Developer will be arranging construction financing and a mortgage will be registered against the Land to secure the financing. This mortgage will replace the existing mortgage on the title to the Land. Arrangements will be in place to allow financing to be discharged against a Strata Lot following the completion of the Sale of the Strata Lot.”

3. Delete **Exhibit “D”** and replace it with **Exhibit “D”** attached to this Amendment.
4. Delete **Exhibit “H”** and replace it with **Exhibit “H”** attached to this Amendment.

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this First Amendment to Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this First Amendment to 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 First Amendment to Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under Section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of November 16, 2022.

DATE Signed: November 16, 2022.

1075 TILlicum DEVELOPMENTS LTD.
by its authorized signatory:



Name: Michael Scott Miller

All Directors in Their Personal Capacity:



Michael Scott Miller

SOLICITOR'S CERTIFICATE

IN THE MATTER OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*
AND THE FIRST AMENDMENT TO DISCLOSURE STATEMENT DATED
November 16, 2022, 1075 TILLICUM DEVELOPMENTS LTD., DEVELOPER

For the property presently described as:

PID: 018-050-859, LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN VIP55556.

I, JOHN DAWSON MULLIN, a member of the Law Society of British Columbia, HEREIN CERTIFY that I have read over the above described First Amendment to Disclosure Statement dated November 16, 2022, made any required investigations in public offices, and reviewed same with the Developer therein named, and hereby certify that the facts contained in paragraphs 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED at Victoria, British Columbia, this 16th day of November, 2022.



SOLICITOR

Exhibit "D"
Proposed Schedule of Voting Rights Attached

Strata Property Act

**Form W - SCHEDULE OF VOTING RIGHTS
(Sections 245(b), 247, 248 264)**

Re: Strata Plan

being a strata plan of PID: 018-050-859

Lot B, Section 10, Esquimalt District, Plan VIP55556

The strata plan is composed of 2 nonresidential strata lots, and 99 residential strata lots.

The number of votes per strata lot is one of the following as set out in the following table:

- a) the number of votes per residential strata lot, if any, is 1, and the number of votes per nonresidential strata lot is calculated in accordance with section 247 (2) (a) (ii) of the Strata Property Act.
- OR** b) the strata plan is composed entirely of nonresidential strata lots, and the number of votes per strata lot is calculated in accordance with section 247 (2) (b) of the Strata Property Act.
- OR** c) the number of votes per strata lot is approved by the Superintendent of Real Estate in accordance with section 248 of the Strata Property Act.

Signature of Superintendent of Real Estate

Strata Lot No.	Type of Strata Lot	Sheet No.	Number of Votes
1	non-residential	4	1.25
2	non-residential	4	1.63
3	residential	4	1.0
4	residential	4	1.0
5	residential	4	1.0
6	residential	4	1.0
7	residential	4	1.0
8	residential	4	1.0
9	residential	4	1.0
10	residential	4	1.0
11	residential	5	1.0
12	residential	5	1.0
13	residential	5	1.0
14	residential	5	1.0
15	residential	5	1.0
16	residential	5	1.0
17	residential	5	1.0
18	residential	5	1.0
19	residential	5	1.0

Strata Lot No.	Type of Strata Lot	Sheet No.	Number of Votes
20	residential	5	1.0
21	residential	5	1.0
22	residential	5	1.0
23	residential	5	1.0
24	residential	5	1.0
25	residential	5	1.0
26	residential	5	1.0
27	residential	5	1.0
28	residential	5	1.0
29	residential	5	1.0
30	residential	6	1.0
31	residential	6	1.0
32	residential	6	1.0
33	residential	6	1.0
34	residential	6	1.0
35	residential	6	1.0
36	residential	6	1.0
37	residential	6	1.0
38	residential	6	1.0
39	residential	6	1.0
40	residential	6	1.0
41	residential	6	1.0
42	residential	6	1.0
43	residential	6	1.0
44	residential	6	1.0
45	residential	6	1.0
46	residential	6	1.0
47	residential	6	1.0
48	residential	7	1.0
49	residential	7	1.0
50	residential	7	1.0
51	residential	7	1.0
52	residential	7	1.0
53	residential	7	1.0
54	residential	7	1.0
55	residential	7	1.0
56	residential	7	1.0
57	residential	7	1.0

Strata Lot No.	Type of Strata Lot	Sheet No.	Number of Votes
58	residential	7	1.0
59	residential	7	1.0
60	residential	7	1.0
61	residential	7	1.0
62	residential	7	1.0
63	residential	7	1.0
64	residential	7	1.0
65	residential	7	1.0
66	residential	8	1.0
67	residential	8	1.0
68	residential	8	1.0
69	residential	8	1.0
70	residential	8	1.0
71	residential	8	1.0
72	residential	8	1.0
73	residential	8	1.0
74	residential	8	1.0
75	residential	8	1.0
76	residential	8	1.0
77	residential	8	1.0
78	residential	8	1.0
79	residential	8	1.0
80	residential	8	1.0
81	residential	8	1.0
82	residential	8	1.0
83	residential	8	1.0
84	residential	9	1.0
85	residential	9	1.0
86	residential	9	1.0
87	residential	9	1.0
88	residential	9	1.0
89	residential	9	1.0
90	residential	9	1.0
91	residential	9	1.0
92	residential	9	1.0
93	residential	9	1.0
94	residential	9	1.0
95	residential	9	1.0
96	residential	9	1.0
97	residential	9	1.0

Strata Lot No.	Type of Strata Lot	Sheet No.	Number of Votes
98	residential	9	1.0
99	residential	9	1.0
100	residential	9	1.0
101	residential	9	1.0
Total Number of Strata Lots: 101			Total Number of Votes: 101.88

Signature of Owner Developer

Signature of Superintendent of Real Estate
(If submitted under Section 264 of the Act)

Date: _____(month, day, year)

Exhibit "H"
Proposed Parking and Storage Facility Lease
Terms Attached

PARKING AND STORAGE
FACILITY LEASE

This Agreement made as of _____.

BETWEEN:

("Owner")

AND:

("Tenant")

WITNESSES THAT WHEREAS:

- A. Owner is the registered owner of certain lands and premises located in Victoria, B.C., and legally described as:

PID 018-050-859 LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN
VIP55556

(the "Lands");

- B. Owner has agreed to lease to Tenant those parking stalls (the "Leased Stalls") and storage lockers (the "Leased Storage Lockers") located in the underground parking facility (the "Facility") to be located on the Lands as shown on the plan attached hereto as Schedule A on the terms and conditions set out in this Lease and with the right of Tenant to grant partial assignments or subleases of this Lease pertaining to particular Leased Stalls and Leased Storage Lockers;
- C. After entering into this Lease, Owner proposes to subdivide the Lands by means of a strata plan (the "Strata Plan") pursuant to the Strata Property Act (British Columbia) to create a strata development (the "Development") on the Lands;
- D. The Strata Plan will designate that portion of the Facility located on the Lands, including the Leased Stalls and Leased Storage Lockers, as common property of the strata corporation (the "Strata Corporation") formed upon the deposit for registration of the Strata Plan in the Victoria Land Title Office (the "Land Title Office"); and
- E. Both of the parties to this Lease agree that the common property of the Strata Corporation will be encumbered by this Lease as it pertains to the Leased Stalls and Leased Storage Lockers.

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 the Leased Stalls and Leased Storage Lockers to Tenant for the Term (as defined in section 1.02) on the terms and conditions set out in this Lease.
- 1.02 Term. The term (the “Term”) of this Lease shall commence on the _____ day of _____, 20____ (the “Commencement Date”) and terminate on the later of:
- (a) the 99th anniversary of the Commencement Date;
 - (b) the date the Strata Corporation is dissolved.
- 1.03 Rent. The parties acknowledge that the sum of \$10.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner for the use and enjoyment of the Leased Stalls and Leased Storage Lockers by the Tenant, and that no further payment to the Owner is required for any partial assignment or sublease of rights under this Lease to the Strata Corporation or to an assignee or subtenant who is, or is entitled to become, a member of the Strata Corporation.
- 1.04 Licence. The Owner agrees that the Tenant may at all times, in common with the Owner and all other persons now or hereafter having the express or implied permission of the Owner or having a similar right, enter upon and pass over any part of the Lands designated as roadways or walkways for the purpose of obtaining access to or egress from the Leased Stalls and the Leased Storage Lockers or particular Leased Stalls and Leased Storage Lockers, provided that the operation of vehicles be restricted to roadways and access by foot to be restricted to pedestrian walkways. The Owner will at all times provide the Tenant, in its capacity as the tenant of the Leased Stalls and Leased Storage Lockers, with means of access to any security devices as necessary to enable the Tenant and subsequent assignees or subtenants to use and enjoy the Leased Stalls and Leased Storage Lockers.
- 1.05 Relocation. The Owner shall have the right, upon written notice to the Tenant, such notice to be delivered prior to deposit of the Strata Plan in the Land Title Office, to reconfigure or relocate the Leased Stalls and Leased Storage Lockers within the Facility provided that the number of Leased Stalls and Leased Storage Lockers shall not be reduced. If the Owner has not exercised this right prior to deposit of the Strata Plan in the Land Title Office, this right shall be null and void and of no further force and effect.

ARTICLE 2
SUBDIVISION BY STRATA PLAN

2.01 Strata Plan. This Lease and the covenants and obligations of Owner under this Lease run with and bind the Lands, and, upon the subdivision of the Lands by means of the Strata Plan, such covenants and obligations shall:

- (a) continue to run with and bind the subdivided parcel or part thereof which contains the Leased Stalls and Leased Storage Lockers on the Lands; and
- (b) be automatically assumed by the Strata Corporation as the representative of the owners of strata lots created by deposit for registration of the Strata Plan in the Land Title Office,

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

2.02 Common Property. This Lease is intended to burden only that portion of the Lands which will become 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 any strata lot shown on the Strata Plan.

ARTICLE 3
MAINTENANCE AND ENCUMBRANCES

3.01 Management and Maintenance. The Owner and the Tenant confirm that until the deposit for registration of the Strata Plan, subject to the terms of this Lease, Owner shall be solely responsible for the control, management and administration of the Facility, including all of the Leased Stalls and Leased Storage Lockers, 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 Facility, including Leased Stalls and Leased Storage Lockers, 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 Facility, including the Leased Stalls and Leased Storage Lockers, as long as the Tenant is given notice of such bylaws, rules or regulation and such bylaws, rules or regulations:

- (a) are of general application to all areas in the Facility and all users of the Facility;
- (b) are fairly and uniformly enforced with respect to all areas in, and all users of, the Facility;
- (c) do not interfere with the Tenant's or any subsequent assignee's or subtenant's right of continuous uninterrupted access to the Leased Stalls and Leased Storage Lockers or part thereof during the Term; and
- (d) do not interfere with the Tenant's or any subsequent assignee's or subtenant's right of continuous uninterrupted access to the Leased Stalls or part thereof during the Term; and

- 3.02 Alterations. The Tenant, its successors and assigns, are not entitled to alter, or to perform any repairs of any sort whatsoever to, the Leased Stalls and Leased Storage Lockers or any other area in the Facility. Any such alteration or repairs are the sole responsibility of the Owner, prior to the registration of the Strata Plan, and thereafter of the Strata Corporation. The Owner, prior to the registration of the Strata Plan, and thereafter the Strata Corporation, will be responsible for maintaining and repairing the Facility, including the Leased Stalls and Leased 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 fault hereunder.
- 3.04 No Right to Encumber. The Tenant, its successors and assigns, are not entitled to mortgage, charge, pledge or otherwise grant their interest in the Leased Stalls and Leased Storage Lockers or any part of the Leased Stalls and Leased Storage Lockers as security to any person.

ARTICLE 4

ASSIGNMENT

- 4.01 Partial Assignments. The Tenant may partially assign or sublet this Lease and its rights under this Lease to an owner or purchaser of any strata lot within the Development or to the Strata Corporation. Any such assignment or sublease 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 partial assignment or sublease by the Tenant, or any partial assignment by any subsequent assignee, of this Lease and ancillary rights under this Lease pertaining to a particular Leased Stall and Leased Storage Locker or area in the Facility:
- (a) will be absolute, and subject to the bylaws, rules and regulations of the Strata Corporation to the extent permitted by section 3.0 I, the assignee or subtenant and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of such Leased Stall and Leased Storage Locker or area so assigned for the balance of the Term or sublease term, as the case may be;
 - (b) will, if made to a member, or to a person who is entitled to become a member, of the Strata Corporation:
 - (i) be an assignment of rights to which such assignee or subtenant will only be entitled for so long as such assignee or subtenant owns a strata lot within the Development;
 - (ii) may only be assigned or sublet to an owner or purchaser of a strata lot within the Development or to the Strata Corporation or back to the

Tenant provided that if such assignment or sublet is occurring other than pursuant to a sale of a strata lot (i.e. section 4.02) then the Tenant shall be provided with the first option to acquire the Leased Stall at market rent (failing agreement to be determined by the Tenant's accountant) with such option to be exercised within 10 days of written notice; and

- (c) will not be effective until written notice of such assignment or sublease (together with a copy of such assignment or sublease if available) is delivered by the assignee or the subtenant to the Strata Corporation, subject to section 4.02 of this Lease.

Provided that in no event will a subtenant of the Tenant be able to further sublet or partially assign its interest.

- 4.02 Automatic Assignment by Members. If a member (the "Vendor") of the Strata Corporation who is also a holder of an interest in Leased Stall and/or Leased Storage Lockers or other area in the Facility transfers all of his or her interest in a strata lot within the Development to which such Leased Stall and/or Leased Storage Locker or area is at each time appurtenant as shown on the register maintained under section 4.06 without concurrently executing an assignment of such Leased Stall and/or Leased Storage Locker to another owner or a purchaser of a strata a lot within the Development, then the interest of the Vendor in such Leased Stall and/or Leased Storage Locker will automatically be assigned to and assumed by the transferee of the Vendor's strata lot without execution of a partial assignment of this Lease with respect to such Leased Stall and/or Leased Storage Locker or delivery of notice of such partial assignment to the Strata Corporation.
- 4.03 Consents. The consent of the Strata Corporation will not be required for any assignment or sublease of this Lease. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment or subtenant except as expressly agreed by such assignee or subtenant.
- 4.04 Form of Assignment. Subject to section 4.02, all partial assignments of this Lease shall be substantially in form attached hereto as Schedule B.
- 4.05 Release of Assignors. Upon the partial assignment (including an automatic assignment pursuant to section 4.02) of this Lease, 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.
- 4.06 Register of Partial Assignments. Owner, and after the registration of the Strata Plan the Strata Corporation, will maintain a register of all stalls in the Facility and will record on such register each partial assignment or sublease of this Lease indicating:
 - (a) the number of the Leased Stall and/or Leased Storage Locker assigned or sublet;
 - (b) the date of assignment or sublease;
 - (c) the name and address of the assignee or subtenant; and
 - (d) if an assignment, the number of the strata lot within the Development owned by the assignee to which such Leased Stall and/or Leased Storage Locker is at the time appurtenant, unless the assignee is the Strata Corporation or a person who is not a member of the Strata Corporation in which event the Leased Stall and/or Leased Storage Locker need not be appurtenant to a strata lot.

Upon request by any owner or prospective purchaser of a strata lot within the Development, the Strata Corporation will provide a certificate, within seven days of receipt of such request, certifying the name and address of the person to whom a particular Leased Stall and/or Leased Storage Locker is assigned or sublet and the number of the strata lot within the Development to which such Leased Stall and/or Leased 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 certificates. Upon the Strata Corporation becoming aware of a partial assignment or sublease pertaining to a particular Leased Stall and/or Storage Locker under section 4.01 or 4.02 the Strata Corporation will amend the register accordingly.

ARTICLE 5

MISCELLANEOUS

- 5.01 Form of Agreement. Each of the parties hereto agrees to amend the form of this Lease to meet the requirements of the Registrar of Land Titles or of any governmental or public authority or as otherwise necessary to confirm unto the parties the rights granted in this Lease or to register this Lease in appropriate offices of public records, including the Land Title Office.
- 5.02 Definition. Any term defined in the recitals to this Lease will have the same meaning throughout this Lease unless otherwise redefined.
- 5.03 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.
- 5.04 Severability. If any provision of this Agreement or part hereof is found to be invalid or unenforceable, then the remaining parts of this Agreement will remain unaltered and continue in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Lease by their respective duly authorized signatories effective as of the date set out on page 1 of this Lease.

by its authorized signatory:

Name:

by its authorized signatory:

SCHEDULE
PARKING STALL/STORAGE LOCKER ASSIGNMENT

BETWEEN: _____ (the "Assignor")

AND: _____ (the "Assignee")

RE: Parking Stall No. _____ (the "Stall") and/or the Storage Locker No. _____ (the "Storage Locker") as shown on the plan attached to the lease (the "Lease") dated _____ between _____ lessor, and _____ as lessee, which has been partially assigned with respect to the Stall to the Assignee (the owner of Suite No. _____ Strata Lot _____).

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 exclusive to the Stall and/or Locker and including the right of access set out in section 1.01 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. The Assignor has no obligation to execute this Assignment to the Strata Corporation. The Assignor has no obligation to execute this Assignment in a form acceptable for registration or to provide the Assignee with a registrable plan of the Stall and/or Locker.
2. Compliance. The Assignee agrees to use and deal with the Stall and/or Locker and the Lease 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 of Disposition. The Assignee may only assign its rights under this Assignment and may only allow anyone else to use the Stall 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 shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties have executed this Assignment effective as of the _____ day of _____.

Assignor

Assignee

**SECOND AMENDMENT
TO DISCLOSURE STATEMENT**

of

Central Block
(the “Development”)

DATE OF DISCLOSURE STATEMENT: July 5, 2022

DATE OF FIRST AMENDMENT TO DISCLOSURE STATEMENT: November 16, 2022

DATE OF SECOND AMENDMENT TO DISCLOSURE STATEMENT: January 17, 2023

NAME OF DEVELOPER: 1075 TILlicUM DEVELOPMENTS LTD.

ADDRESS FOR SERVICE: 1626 Garnet Road
Victoria, BC V8P 3C8

DEVELOPER’S REAL ESTATE BROKERAGE:

The Developer intends to market the strata lots offered for sale under this Disclosure Statement using its own employees, which employees are not licensed under the *Real Estate Services Act* and are not acting for prospective purchasers and/or the Developer may also retain a licensed realtor from a real estate brokerage to assist in marketing.

DISCLAIMER

THIS SECOND AMENDMENT TO 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 SECOND AMENDMENT TO DISCLOSURE STATEMENT, OR WHETHER THE SECOND AMENDMENT TO 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 July 5, 2022, amended by the First Amendment to Disclosure Statement dated November 16, 2022, is hereby further amended as follows:

1. Delete the last paragraph at Section 3.5 of the Disclosure Statement referencing Section 3(13), and add the following language:

“Section 3(13) confirms that the five (5) parking stalls for the Commercial Strata Lots will be for their use during the business hours associated with the Commercial Strata Lots and thereafter will be made available for visitor parking use for the Residential Strata Lots outside of normal business hours associated with the business of such Commercial Strata Lots.

Section 3(14) confirms that the owners of Strata Lots agree to allow for a third-party review of the Development, with regards to the new home warranty, which review will occur nine (9) months after occupancy, whereby a third-party consultant report (the “**Report**”) is issued and the Developer will be responsible for addressing any defects identified in the Report and covered under the new home warranty labour and material coverage on the Common Property pursuant to the *Homeowner Protection Act*.

Section 3(15) confirms that an owner, tenant or occupant must not (without the written permission of the Strata Corporation) smoke or permit smoking of any kind in a Strata Lot or on any Common Property, Limited Common Property or land that is a common asset, or within 8 meters of any common area building door, open window or air intake. For the purpose of this bylaw, “smoke” or “smoking” means using, inhaling, exhaling, burning or carrying of a lighted cigarette, joint, e-cigarette, vapor pen or similar vaporizing device, cigar, pipe, hookah, bong or other smoking equipment that burns or vaporizes tobacco, nicotine, or marijuana/cannabis including oils, resins or other derivatives.”

2. Delete Section 3.6 in its entirety and replace it with the following:

“3.6 Parking and Storage

The Development will contain eighty-nine (89) parking stalls.

Five (5) parking stalls will be designated as Limited Common Property for the Commercial Strata Lots, one (1) parking stall will be designated as Common Property to be used for the shared Modo car, see **Exhibit “E”**, and the remaining eighty-three (83) parking stalls will be designated as Limited Common Property and allocated for the exclusive use of the owners of specific Strata Lots on the Strata Plan, based on such Strata Lot Owner’s entitlement to a parking stall as specified in the terms of the Agreement of Purchase and Sale for the particular Strata Lot. Of the remaining eighty-three (83) Limited Common Property parking stalls, forty (40) parking stalls will be allocated for small vehicles, forty (40) stalls will be

allocated for standard size vehicles, and three (3) stalls will be allocated as accessible stalls.

The five (5) Limited Common Property parking stalls for the Commercial Strata Lots will be subject to a bylaw that such parking stalls will be for their use during the business hours associated with the Commercial Strata Lots and thereafter will be made available for visitor parking use for the Residential Strata Lots outside of normal business hours associated with the business of such Commercial Strata Lots.

The Development will contain one-hundred (100) bicycle/storage lockers, which will be allocated as Common Property designation on the Strata Plan.”

3. Delete **Exhibit “G”** in its entirety and replace it with **Exhibit “G”** attached to this Amendment.
4. Delete **Exhibit “H”** in its entirety.
5. Delete Page 6 of the Disclosure Statement and replace it with Page 6 attached to this Amendment.

DEEMED RELIANCE


Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Second Amendment to Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Second Amendment to 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 Second Amendment to Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under Section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of January 17, 2023.

DATE Signed: January 17, 2023.

1075 TILlicUM DEVELOPMENTS LTD., by its authorized signatory:



Name: Michael Scott Miller

All Directors in Their Personal Capacity:



Michael Scott Miller

Exhibit "G"
Proposed Bylaws Attached

Strata Property Act
FORM Y
OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS
(Section 245(d); Regulations Section 14.6(2))

Re: PID: 018-050-859 LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN VIP55556.

The Standard Bylaws to the *Strata Property Act* shall be applicable with the amendments and additions as set forth below.

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, permitted by section 120 of the Act:

1. SECTION 3(1) OF THE STANDARD BYLAWS IS AMENDED BY REPLACING IT WITH THE FOLLOWING:

3(1) An owner, tenant, occupant or visitor must not use a Strata lot, the Common Property, common assets or common facilities in a way that causes a nuisance or hazard to another person, causes noise that is contrary to the Township of Esquimalt Noise Bylaw, unreasonably interferes with the rights of other persons to use and enjoy the Common Property, common assets, common facilities or another Strata Lot, is illegal, is contrary to a purpose for which the Strata Lot or Common Property, common assets or common facilities are intended as shown expressly or by necessary implication on or by the Strata Plan, or is in contravention of any rule, order or bylaw of the Township of Esquimalt applicable to the Strata Lot that will result in any unusual or objectionable odour to emanate from the Strata Lot, the Common Property, common assets or common facilities, or that is inconsistent with the intent of these bylaws.

2. SECTION 3(4) OF THE STANDARD BYLAWS IS AMENDED BY REPLACING IT WITH THE FOLLOWING:

3(4) An owner, tenant or occupant must not keep any pets on a Strata Lot other than one or more of the following:

- a. a reasonable number of fish or other small aquarium animals;
- b. a reasonable number of small caged mammals;
- c. up to 2 caged birds;
- d. up to 2 dogs or 2 cats or 1 dog and 1 cat.

3. THE FOLLOWING IS ADDED AS BYLAW 3(5):

3(5) An owner, whose Strata Lot has hard floor surfaces, such as hardwood floor or tile, in the bedroom of his or her Strata Lot, must take all reasonable steps to satisfy impact type noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard surfaces are covered with area rugs or carpet and avoiding walking on such flooring with hard heeled or soled shoes.

4. THE FOLLOWING IS ADDED AS BYLAW 3(6):
 - 3(6) An owner, tenant, occupant or visitor must not consume alcohol in the Common Property areas of the building, excluding Limited Common Property balconies, patios and terraces.
5. THE FOLLOWING IS ADDED AS BYLAW 3(7):
 - 3(7) The Strata Corporation will not implement any strata bylaws inconsistent with the Township of Esquimalt bylaws applicable to the business uses permitted by the zoning applicable to the Commercial Strata Lots within the Development.
6. THE FOLLOWING IS ADDED AS BYLAW 3(8):
 - 3(8) The Strata Corporation will not implement any bylaws restricting the hours of operation of any business carried on within the Commercial Strata Lots.
7. THE FOLLOWING IS ADDED AS BYLAW 3(9):
 - 3(9) It is not a breach of the bylaws if the Commercial Strata Lots and the Limited Common Property for the Commercial Strata Lots are used in a manner permitted that does not constitute a breach of the Township of Esquimalt Bylaws.
8. THE FOLLOWING IS ADDED AS BYLAW 3(10):
 - 3(10) The owners of the Commercial Strata Lots shall be entitled to place on the Common Property, signage, illuminated or not, as may be permitted, provided such signage is not inconsistent with the Township of Esquimalt Bylaws.
9. THE FOLLOWING IS ADDED AS BYLAW 3(11):
 - 3(11) The Strata Corporation hereby creates two types of Strata Lots: Residential Type Strata Lots and Commercial Type Strata Lots, and where operating fund expenses relates to, and benefits, only one Type of Strata Lot, then such expenses shall be allocated to that Type of Strata Lot.
10. THE FOLLOWING IS ADDED AS BYLAW 3(12):
 - 3(12) The Strata Corporation must provide bicycle access in common areas of the Development, pursuant to proposed Covenant CA9945805.
11. THE FOLLOWING IS ADDED AS BYLAW 3(13):
 - 3(13) The five (5) parking stalls for the Commercial Strata Lots will be for their use during the business hours associated with the Commercial Strata Lots and thereafter will be made available for visitor parking use for the Residential Strata Lots outside of normal business hours associated with the business of such Commercial Strata Lots.
12. THE FOLLOWING IS ADDED AS BYLAW 3(14):
 - 3(14) The owners of Strata Lots agree to allow for a third-party review of the Development, with regards to the new home warranty, which review will occur nine (9) months after

occupancy, whereby a third-party consultant report (the "Report") is issued and the Developer will be responsible for addressing any defects identified in the Report and covered under the new home warranty labour and material coverage on the Common Property pursuant to the *Homeowner Protection Act*.

13. THE FOLLOWING IS ADDED AS BYLAW 3(15):

3(15) An owner, tenant or occupant must not (without the written permission of the Strata Corporation) smoke or permit smoking of any kind in a Strata Lot or on any Common Property, Limited Common Property or land that is a common asset, or within 8 meters of any common area building door, open window or air intake. For the purpose of this bylaw, "smoke" or "smoking" means using, inhaling, exhaling, burning or carrying of a lighted cigarette, joint, e-cigarette, vapor pen or similar vaporizing device, cigar, pipe, hookah, bong or other smoking equipment that burns or vaporizes tobacco, nicotine, or marijuana/cannabis including oils, resins or other derivatives.

Date: _____, 2023.

SIGNATURE OF OWNER DEVELOPER:
1075 TILlicum DEVELOPMENTS LTD.

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EXHIBITS

Exhibit “A” – Proposed Strata Plan

Exhibit “B” – Zoning

Exhibit “C” – Proposed Form V – Schedule of Unit Entitlement

Exhibit “D” – Proposed Schedule of Voting Rights

Exhibit “E” – Modo Shared Vehicle Agreement

Exhibit “F” – Lockcourier Parcel Locker Agreement

Exhibit “G” – Proposed Bylaws

Exhibit “I” – Interim Budget and Estimated Monthly Assessments

Exhibit “J” – Proposed Strata Management Agreement

Exhibit “K” – Form J – Rental Disclosure Statement

Exhibit “L” – Easement EG148613 and Modification Easement CA8668085

Exhibit “M” – Covenant CA9945805

Exhibit “N” – Form of Agreement of Purchase and Sale and Addenda

THIRD AMENDMENT TO DISCLOSURE STATEMENT

of

Central Block (the “Development”)

DATE OF DISCLOSURE STATEMENT: July 5, 2022

DATE OF FIRST AMENDMENT TO DISCLOSURE STATEMENT: November 16, 2022

DATE OF SECOND AMENDMENT TO DISCLOSURE STATEMENT: January 17, 2023

DATE OF THIRD AMENDMENT TO DISCLOSURE STATEMENT: June 21, 2023

NAME OF DEVELOPER: 1075 TILlicUM DEVELOPMENTS LTD.

ADDRESS FOR SERVICE: 1626 Garnet Road
Victoria, BC V8P 3C8

DEVELOPER’S REAL ESTATE BROKERAGE:

The Developer intends to market the strata lots offered for sale under this Disclosure Statement using its own employees, which employees are not licensed under the *Real Estate Services Act* and are not acting for prospective purchasers and/or the Developer may also retain a licensed realtor from a real estate brokerage to assist in marketing.

DISCLAIMER

THIS THIRD AMENDMENT TO 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 THIRD AMENDMENT TO DISCLOSURE STATEMENT, OR WHETHER THE THIRD AMENDMENT TO 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 July 5, 2022, amended by the First Amendment to Disclosure Statement dated November 16, 2022, amended by the Second Amendment to Disclosure Statement dated January 17, 2023, is hereby further amended as follows:

1. Add the following language at the end of Section 3.5 of the Disclosure Statement:
 - “Section 3(17) states that an Owner of a Strata Lot, when selling his or her Strata Lot, will not display or post or permit any agent to display or post “for sale” signs or other signage for the purpose of selling or marketing a Strata Lot in any of the following places: (a) within the Owner’s Strata Lot such that the signage is visible from the exterior of the Strata Lot; or (b) anywhere on the Common Property (including Limited Common Property) and land that is a common asset, except for in a location on the Common Property or land that is a common asset approved by the Strata Council.
 - Section 3(18) states that advertising for the resale or rental of a Strata Lot shall only be permitted on a single sign that shall be located, supplied and maintained by the Strata Corporation.
 - Section 3(19) states that notwithstanding bylaws 3(17) and 3(18), during the time the Owner Developer is the Owner or lessee of any Strata Lot, the Owner Developer and/or its affiliates, employees, agents and guests will have the right to: (a) use any Strata Lot or Strata Lots, whether owned or leased by the Owner Developer, as display suites and/or sales centres and to carry on within such Strata Lots and within any area of the Common Property or land that is a common asset any marketing and sales functions in respect of the Development and developments owned, constructed and/or developed by the Owner Developer and/or its affiliates; (b) erect and maintain signage, including, but not limited to “for sale” signs, in and around any unsold Strata Lots and on the Common Property or land that is a common asset for the duration of the marketing and sales program; (c) maintain display areas, landscaping and parking areas; (d) use any parking intended to be assigned to any unsold Strata Lots for marketing and sales purposes and for any other reason related to the developments; (e) have access to any and all parts of the Common Property and common assets for the purposes of showing Strata Lots, the Common Property and common assets the prospective purchasers and their representatives; and (f) in each case as may be reasonably determined by the Owner Developer in order to enable or assist it in marketing or selling any Strata Lot within the Development and developments owned, constructed and/or developed by the Owner Developer and/or its affiliates. The Owner Developer will act reasonably in exercising its rights under this bylaw 3(19).
 - Section 3(20) states that an Owner, tenant or occupant must ensure that no laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
 - Section 3(21) states that Strata Lot Owners must obtain written consent in advance from the Strata Corporation prior to hanging any form of lighting on the Limited Common Property.

- Section 3(22) states that an Owner must obtain the written approval of the Strata Corporation prior to installing any air conditioning or cooling equipment.”
2. Delete the first paragraph of Section 3.8 of the Disclosure Statement and replace it with the following:

“A projected budget for the twelve months of operation of the Strata Corporation and the monthly assessment based on unit entitlement of each Strata Lot are attached as **Exhibit “I”** to this Disclosure Statement. In accordance with Section 12 of the Strata Property Act (B.C.), the Developer shall make a contribution to the contingency reserve fund of the Strata Corporation at the date of the first conveyance of a Strata Lot to a purchaser, in the amount of 10% of the projected budget.”

3. Delete Section 3(12) of the Disclosure Statement in its entirety.
4. Add the following to the end of Section 4.3(b) of the Disclosure Statement:

“Statutory Right of Way, CB497992 and Covenant, CB97994, in favour of the Township of Esquimalt, for purposes of providing a public walkway over those portions of the Land located along Tillicum Road comprising of a three (3) metre wide strip of area parallel and adjacent to Tillicum Road;

Priority Agreement, CB497993, granting CB497992 priority over CB25440 and CB25441; and

Priority Agreement, CB497995, granting CB497994 priority over CB25440 and CB25441.”

5. Delete Section 4.4 of the Disclosure Statement in its entirety and replace it with the following:

“4.4 Proposed Encumbrances and Covenants

The following encumbrances may be registered by the Developer against title to the Land, including the Strata Lots and the Common Property:

- (a) such restrictive covenants, easements, rights of way or other rights or restrictions, and any amendments thereto, as may be required by public authorities or by individuals or entities providing services, access or utilities to the Development, satisfying the Township of Esquimalt requirements for completing the Development, and as deemed necessary or advisable by the Developer.

The Developer has arranged for construction financing and a mortgage will be registered against the Land to secure the construction financing. This mortgage will replace the existing mortgage on the title to the Land. Arrangements will be in place to allow financing to be discharged against a Strata Lot following the completion of the sale of the Strata Lot.”

6. Delete Section 5 of the Disclosure Statement in its entirety and replace it with the following:

“5.1 Construction Dates

The actual date of commencement of construction and the estimated date range of completion of construction of the Development are as follows:

Estimated Commencement Date:
June 1, 2023 to September 1, 2023

Estimated Completion Date:
March 15, 2026 to June 15, 2026

For the purpose of this Section 5.1, and in accordance with Policy Statement 1 issued by the Superintendent, the commencement date means the date on which excavation in respect of an improvement that will become part of the Development commenced, and the estimated completion date means the first date (expressed as an estimated date range not exceeding three months) that a Strata Lot may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis. These dates are estimates only and may vary based on construction factors or market conditions, subject to the provisions of the contracts of purchase and sale for the Strata Lots. The Developer reserves the right to change the estimated completion dates set out above.”

7. Delete Section 6.1 of the Disclosure Statement in its entirety and replace it by inserting the following:

“6.1 Development Approval:

The Township of Esquimalt approved Development Permit No. DP000183 on June 27, 2022, regarding the Development.

The Township of Esquimalt approved Building Permit No. BP014385 on February 28, 2022, regarding the Development.

The Development will comply with all the building restrictions, zoning regulations, and restrictions governing the use and development of the Lands and any Strata Lot located on the Lands.”

8. Delete Section 6.2 of the Disclosure Statement in its entirety and replace it by inserting the following:

“6.2 Construction Financing

The Developer has arranged a Mortgage and Assignment of Rents in favour of The Royal Bank of Canada to secure construction financing for the Development.

Title to the Strata Lots will be subject to the said Mortgage and Assignment of Rents. The construction financing in favour of The Royal Bank of Canada will contain a term requiring the Lender to provide a partial discharge of such Lender's security in respect to any Strata Lot within a reasonable period of time after completion of the sale of the Strata Lot upon receipt by such Lender of a specific or predetermined amount from the proceeds of the sale of such Strata Lot."

9. Add the following language at the end of Section 7.2(b)(iv) of the Disclosure Statement:

"As consideration for the Seller agreeing to the Assignment and for any associated legal and administration costs in connection with the Assignment, the Purchaser will pay to the Seller the amount of \$500.00 plus any applicable taxes on such amount (the "Administration Fee")."

10. Delete **Exhibit "A"** in its entirety and replace it with **Exhibit "A"** attached to this Amendment.
11. Delete **Exhibit "G"** in its entirety and replace it with **Exhibit "G"** attached to this Amendment.
12. Delete **Exhibit "I"** in its entirety and replace it with **Exhibit "I"** attached to this Amendment.
13. Delete **Exhibit "N"** in its entirety and replace it with **Exhibit "N"** attached to this Amendment

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Third Amendment to Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Third Amendment to 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 Second Amendment to Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under Section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of June 21, 2023.

DATE Signed: June 21, 2023.

1075 TILlicum DEVELOPMENTS LTD., by its authorized signatory:



Name: Michael Scott Miller

All Directors in Their Personal Capacity:



Michael Scott Miller

SOLICITOR'S CERTIFICATE

IN THE MATTER OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*
AND THE THIRD AMENDMENT TO DISCLOSURE STATEMENT DATED
June 21, 2023, 1075 TILlicUM DEVELOPMENTS LTD., DEVELOPER

For the property presently described as:

PID: 018-050-859, LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN VIP55556.

I, JOHN DAWSON MULLIN, a member of the Law Society of British Columbia, HEREIN CERTIFY that I have read over the above described Third Amendment to Disclosure Statement dated June 21, 2023, made any required investigations in public offices, and reviewed same with the Developer therein named, and hereby certify that the facts contained in paragraphs 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED at Victoria, British Columbia, this 21st day of June, 2023.



SOLICITOR

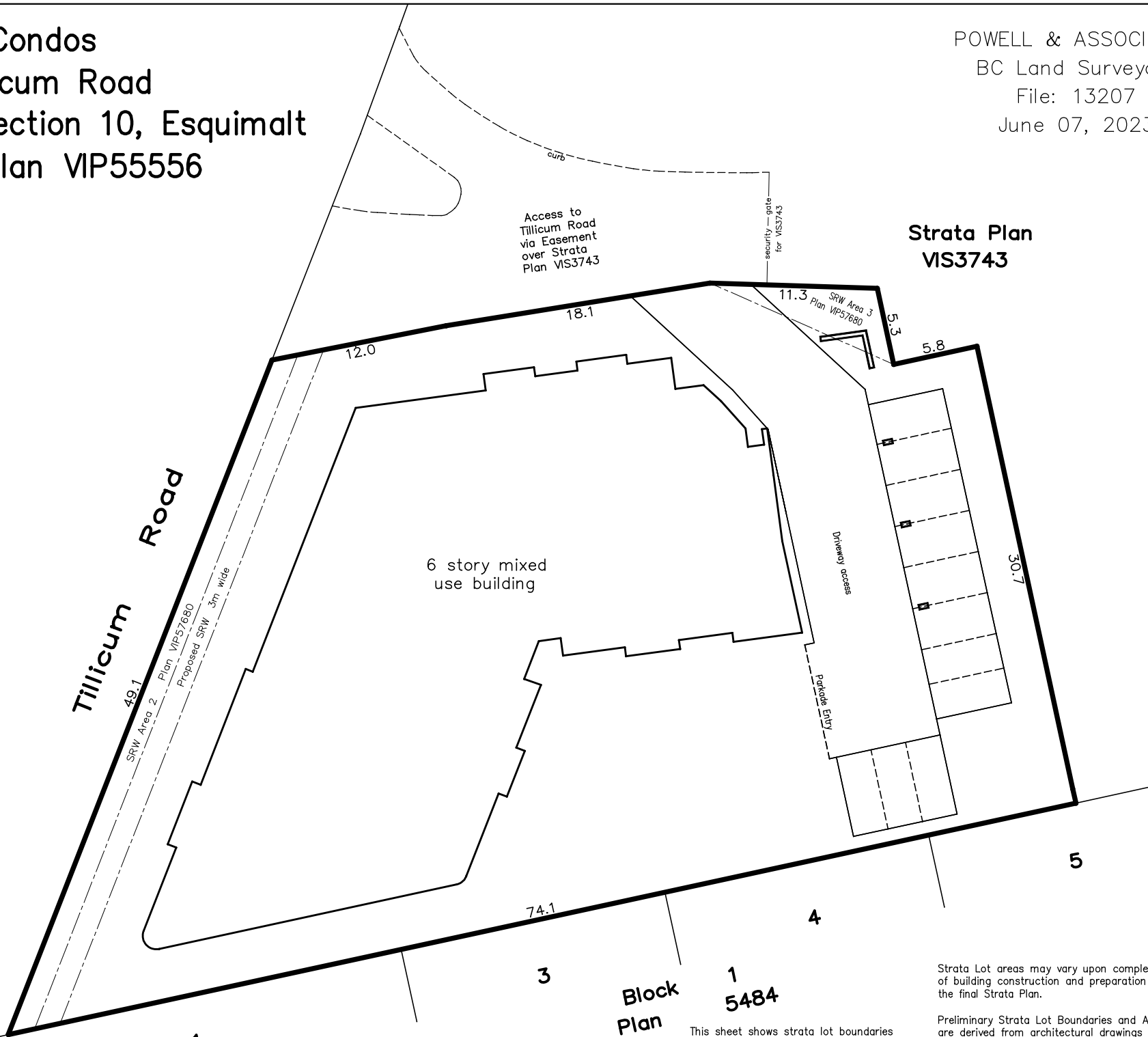
Exhibit "A"
Proposed Strata Plan Attached

Tillicum Condos
1075 Tillicum Road
Lot B, Section 10, Esquimalt
District, Plan VIP55556

Scale 1 : 350

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
June 07, 2023

Strata Plan
VIS3743



Block
Plan
1
5484

This sheet shows strata lot boundaries to the centerline porting of the walls.

Strata Lot areas may vary upon completion of building construction and preparation of the final Strata Plan.
Preliminary Strata Lot Boundaries and Areas are derived from architectural drawings prepared by URBAN WEST ARCHITECTURE dated April 29, 2022.

Tillicum Condos

1075 Tillicum Road

Sheet 2 of 10 Sheets
 Parking Level 2

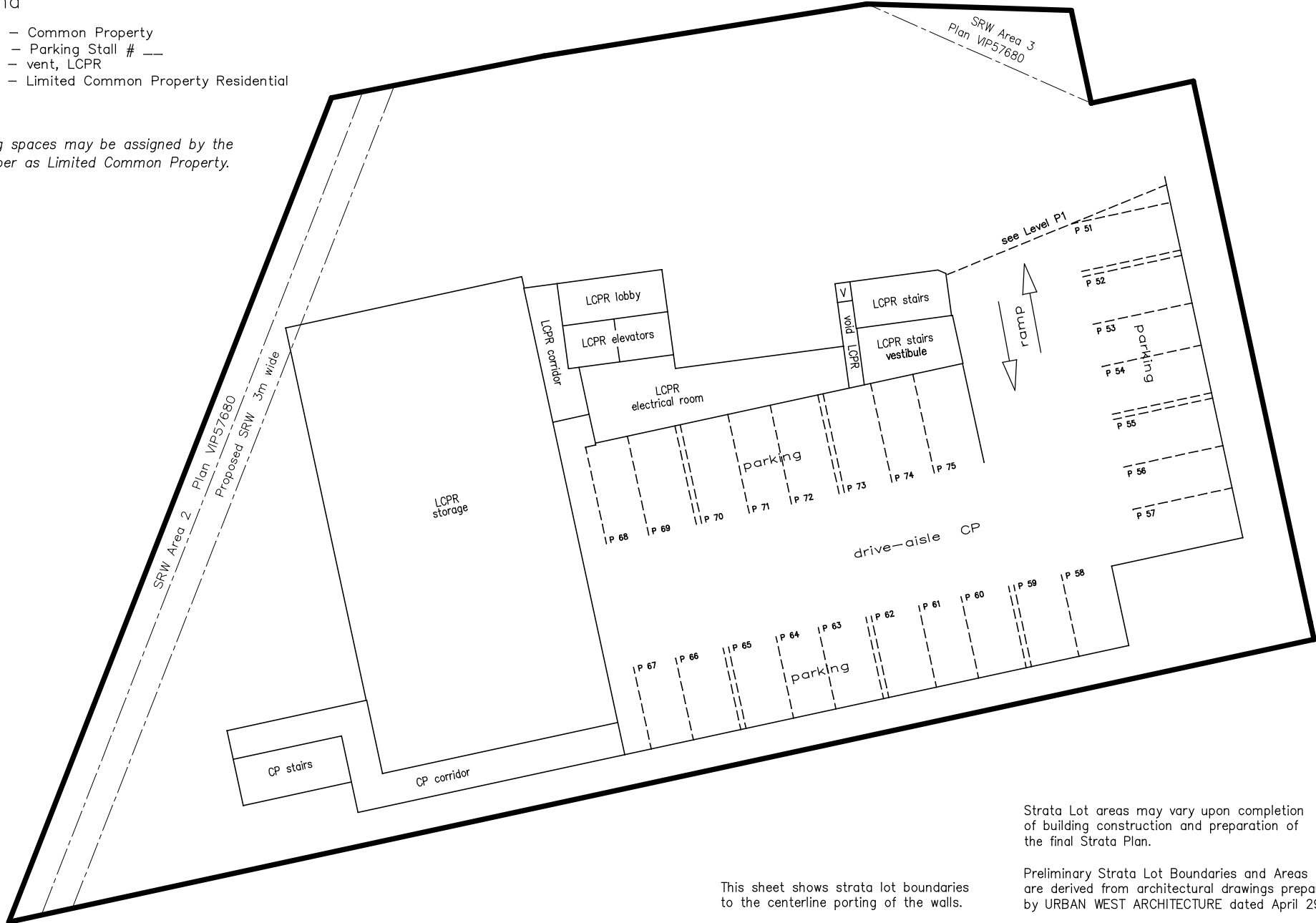
POWELL & ASSOCIATES
 BC Land Surveyors
 File: 13207
 June 07, 2023

Scale 1 : 300

Legend

- CP — Common Property
- P___ — Parking Stall # ___
- V — vent, LCPR
- LCPR — Limited Common Property Residential

Parking spaces may be assigned by the developer as Limited Common Property.



Strata Lot areas may vary upon completion of building construction and preparation of the final Strata Plan.

This sheet shows strata lot boundaries to the centerline porting of the walls.

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Tillicum Condos

1075 Tillicum Road

Sheet 3 of 10 Sheets
 Parking Level 1

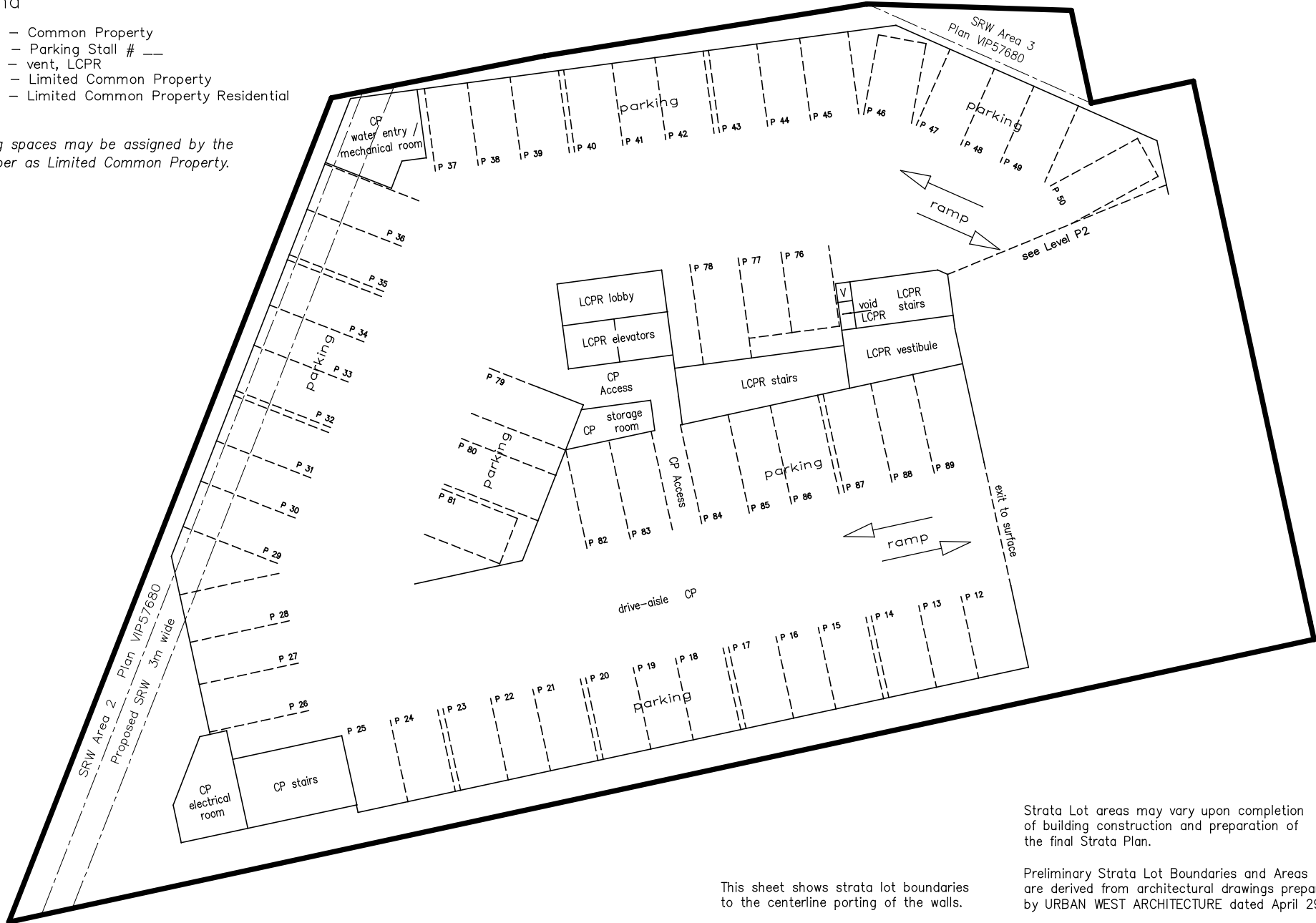
POWELL & ASSOCIATES
 BC Land Surveyors
 File: 13207
 June 07, 2023

Scale 1 : 300

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Tillicum Condos

1075 Tillicum Road

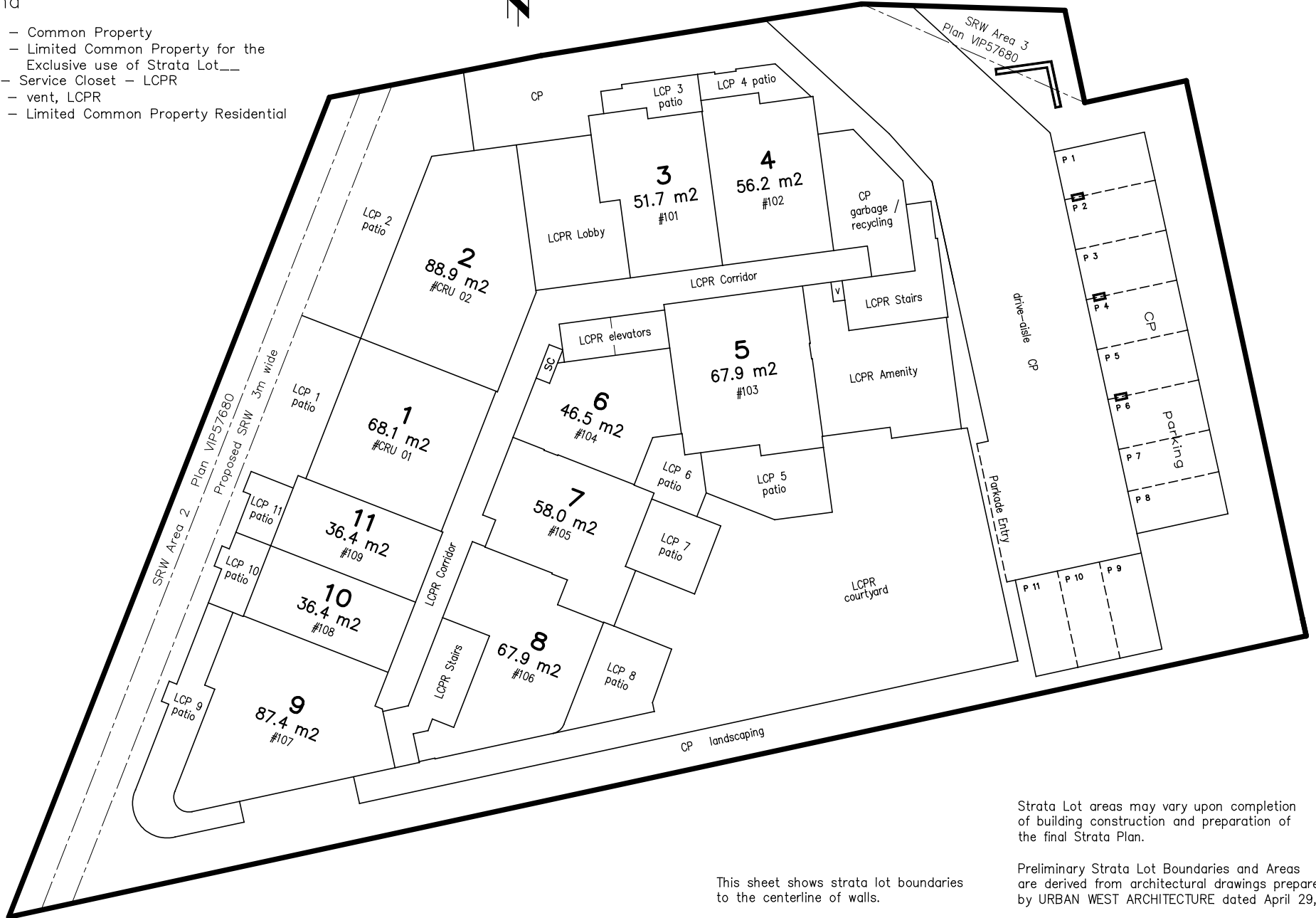
Sheet 4 of 10 Sheets
1st Floor

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
June 07, 2023

Scale 1 : 300

Legend

- CP - Common Property
- LCP_ - Limited Common Property for the Exclusive use of Strata Lot__
- SC - Service Closet - LCPR
- V - vent, LCPR
- LCPR - Limited Common Property Residential



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Tillicum Condos

1075 Tillicum Road

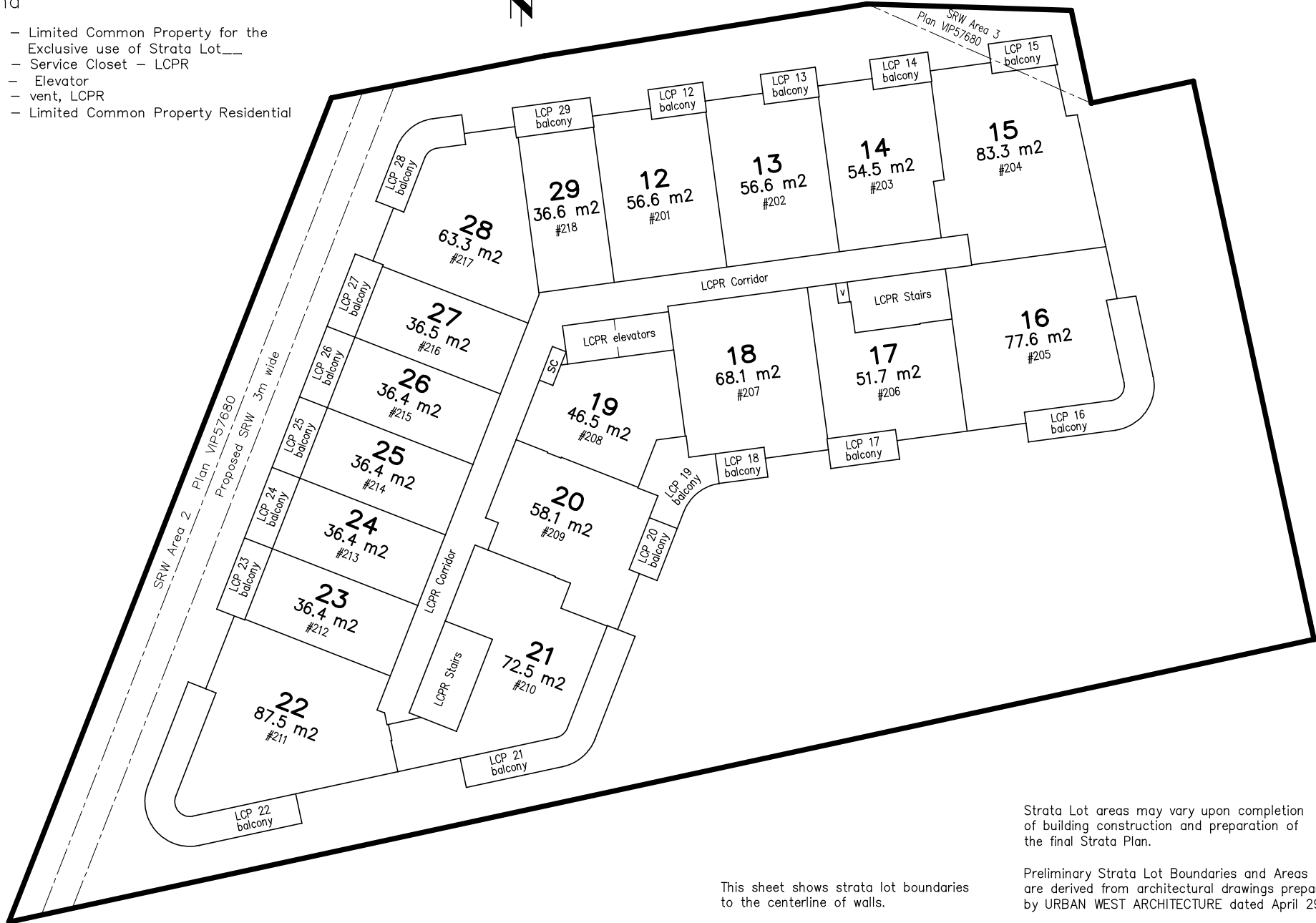
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Legend

- LCP_ - Limited Common Property for the Exclusive use of Strata Lot___
- S/C - Service Closet - LCPR
- ELEV - Elevator
- V - vent, LCPR
- LCPR - Limited Common Property Residential

Sheet 5 of 10 Sheets
2nd Floor

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
June 07, 2023



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Tillicum Condos

1075 Tillicum Road

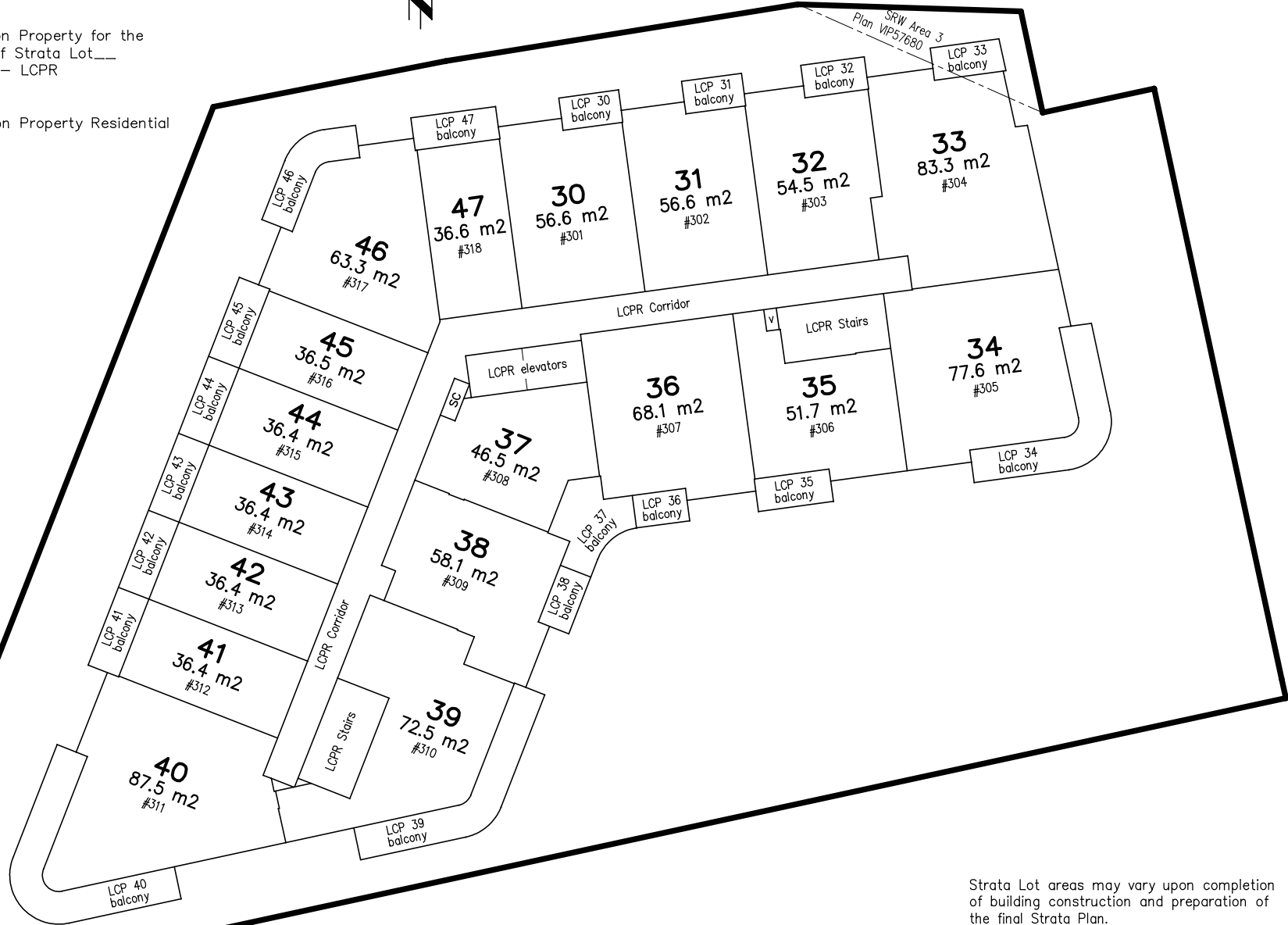
Sheet 6 of 10 Sheets
3rd Floor

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
June 07, 2023

Scale 1 : 300

Legend

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Tillicum Condos

1075 Tillicum Road

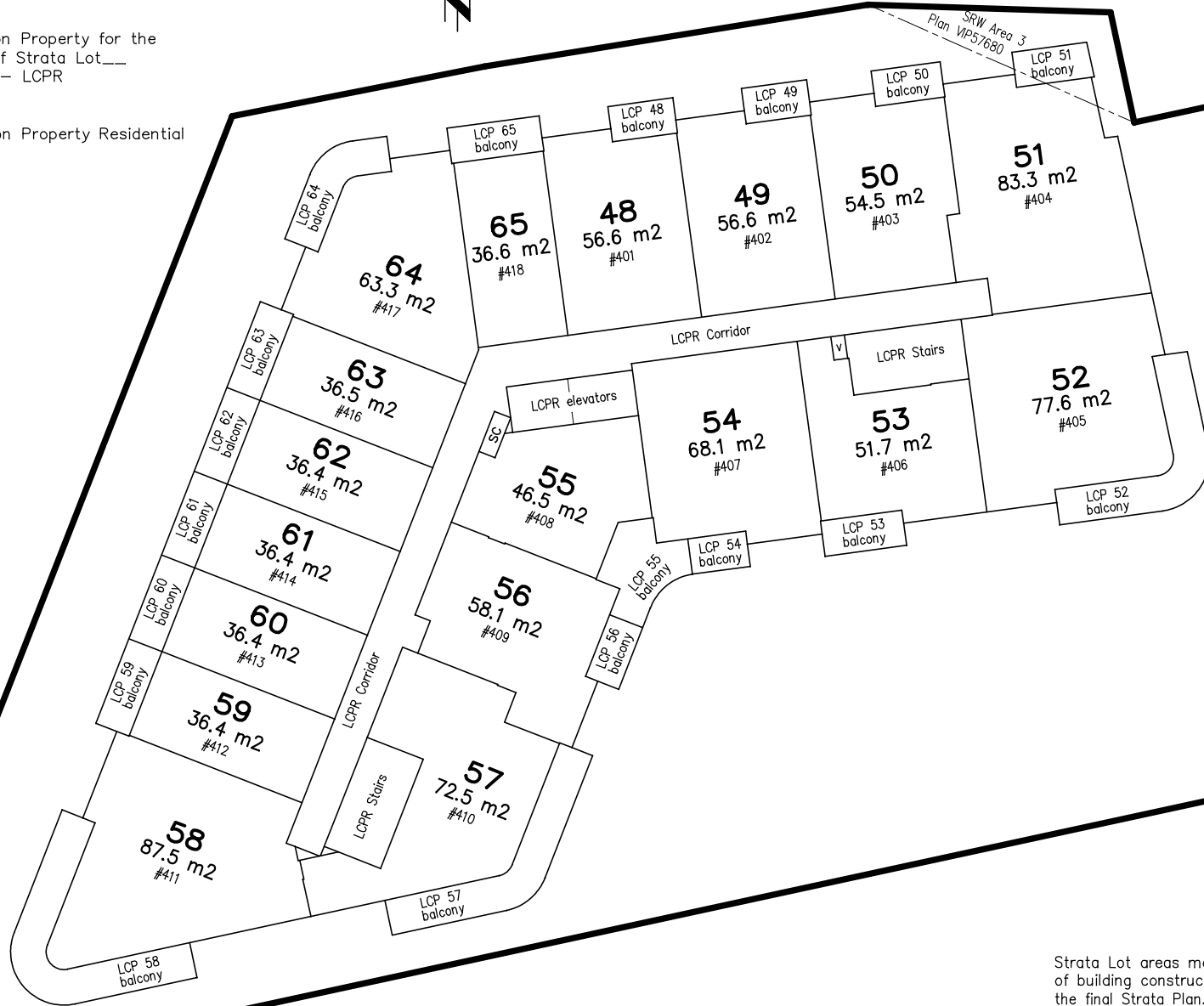
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Sheet 7 of 10 Sheets
4th Floor

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
June 07, 2023



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Tillicum Condos

1075 Tillicum Road

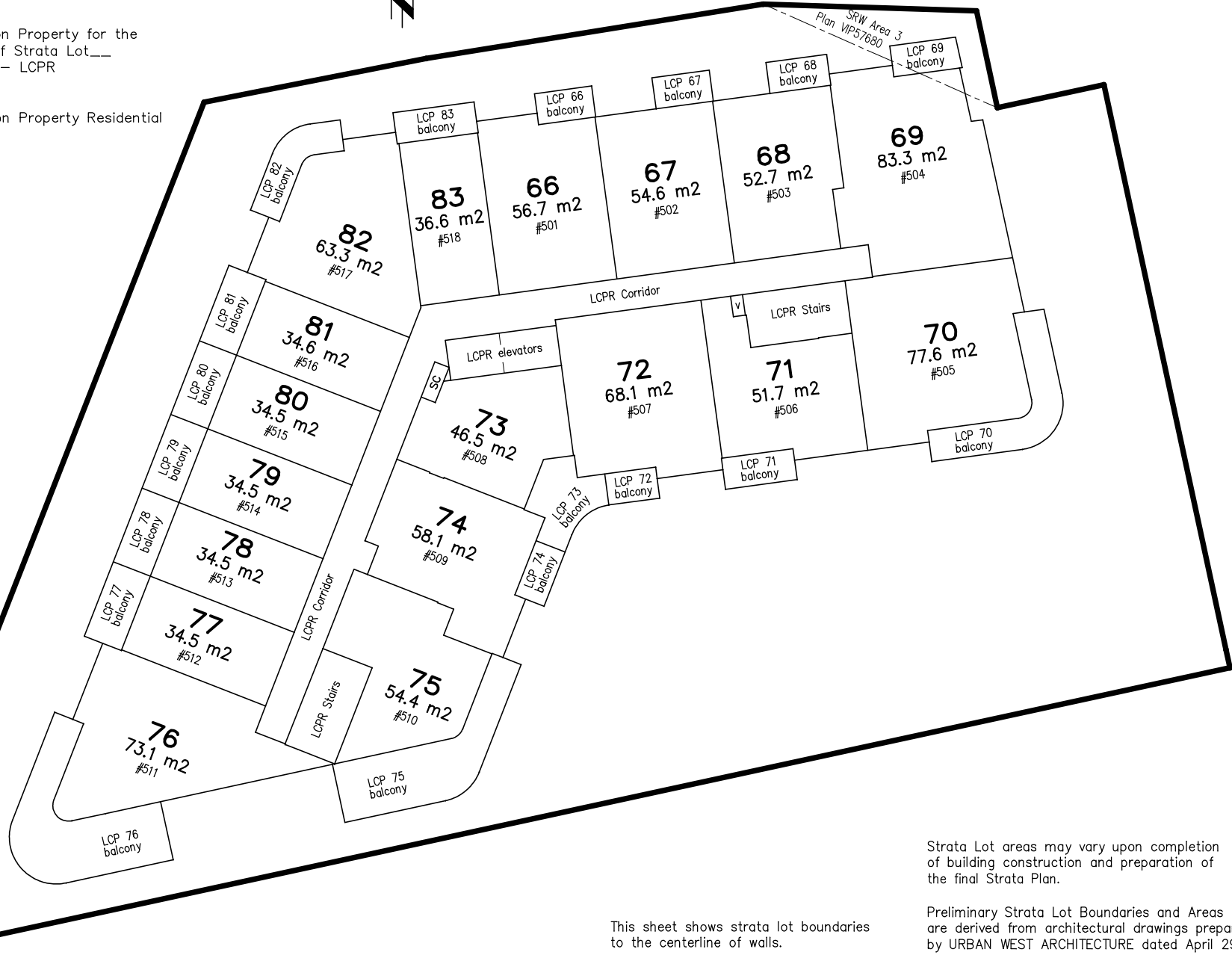
Sheet 8 of 10 Sheets
5th Floor

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
June 07, 2023

Scale 1 : 300

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Tillicum Condos

1075 Tillicum Road

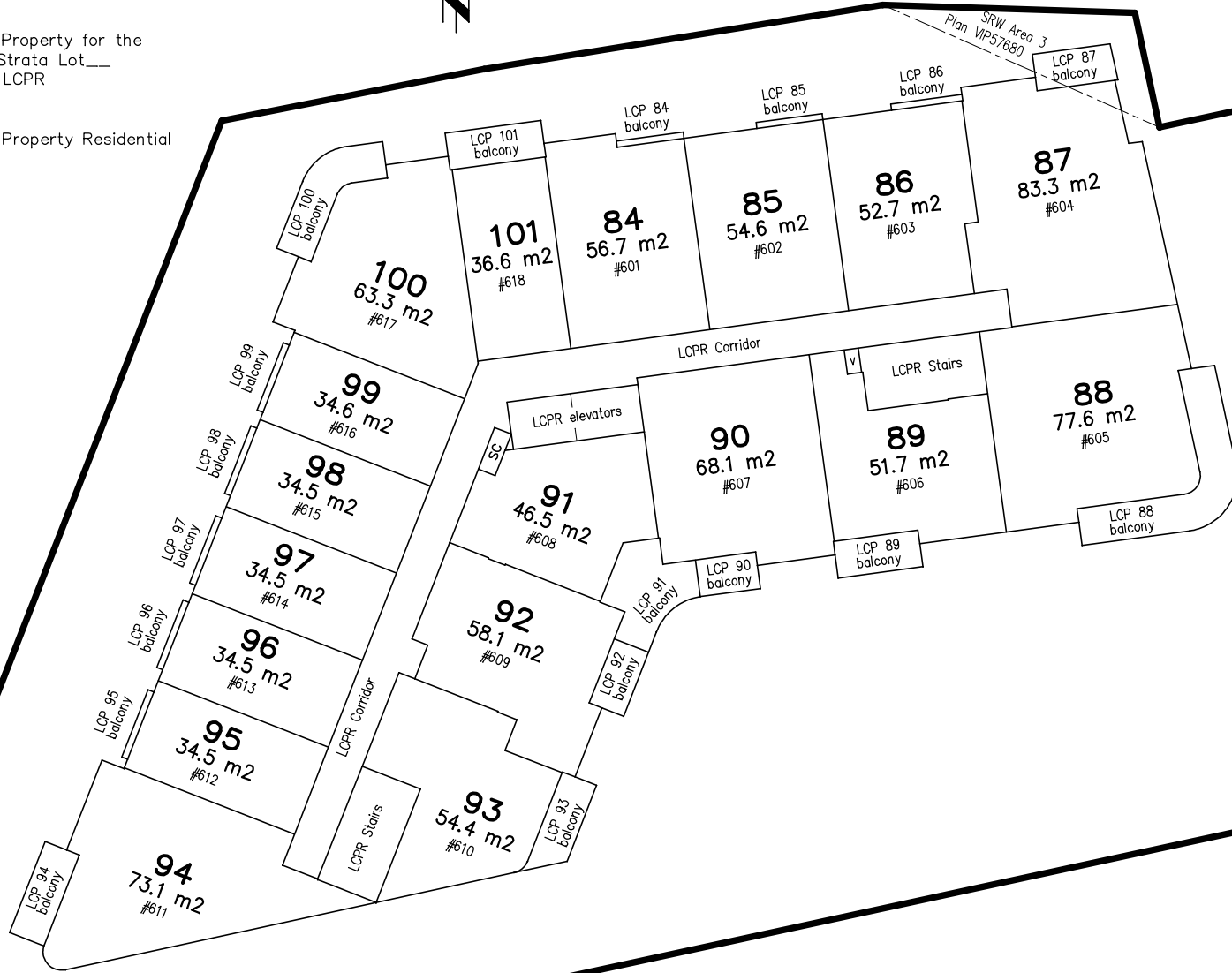
Sheet 9 of 10 Sheets
6th Floor

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
June 07, 2023

Scale 1 : 300

Legend

- LCP_ - Limited Common Property for the Exclusive use of Strata Lot__
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Tillicum Condos 1075 Tillicum Road

Scale 1 : 300

Legend

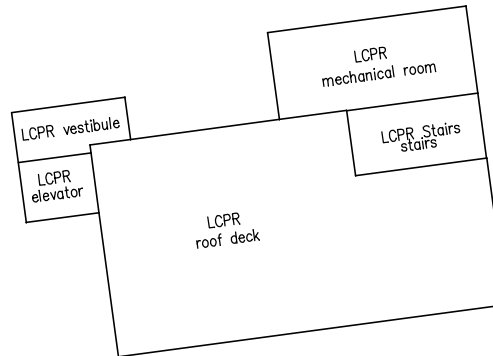
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Sheet 10 of 10 Sheets
Roof

POWELL & ASSOCIATES
BC Land Surveyors
File: 13207
June 07, 2023



SRW Area 3
Plan V/P576/60



Strata Lot areas may vary upon completion of building construction and preparation of the final Strata Plan.

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Proposed Bylaws Attached

Strata Property Act
FORM Y
OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS
(Section 245(d); Regulations Section 14.6(2))

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The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, permitted by section 120 of the Act:

1. SECTION 3(1) OF THE STANDARD BYLAWS IS AMENDED BY REPLACING IT WITH THE FOLLOWING:

3(1) An Owner, tenant, occupant or visitor must not use a Strata Lot, the Common Property, common assets or common facilities in a way that causes a nuisance or hazard to another person, causes noise that is contrary to the Township of Esquimalt Noise Bylaw, unreasonably interferes with the rights of other persons to use and enjoy the Common Property, common assets, common facilities or another Strata Lot, is illegal, is contrary to a purpose for which the Strata Lot or Common Property, common assets or common facilities are intended as shown expressly or by necessary implication on or by the Strata Plan, or is in contravention of any rule, order or bylaw of the Township of Esquimalt applicable to the Strata Lot that will result in any unusual or objectionable odour to emanate from the Strata Lot, the Common Property, common assets or common facilities, or that is inconsistent with the intent of these bylaws.

2. SECTION 3(4) OF THE STANDARD BYLAWS IS AMENDED BY REPLACING IT WITH THE FOLLOWING:

3(4) An Owner, tenant or occupant must not keep any pets on a Strata Lot other than one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) up to 2 caged birds;
- (d) up to 2 dogs or 2 cats or 1 dog and 1 cat.

3. THE FOLLOWING IS ADDED AS BYLAW 3(5):

3(5) An Owner, whose Strata Lot has hard floor surfaces, such as hardwood floor or tile, in the bedroom of his or her Strata Lot, must take all reasonable steps to satisfy impact type noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard surfaces are covered with area rugs or carpet and avoiding walking on such flooring with hard heeled or soled shoes.

4. THE FOLLOWING IS ADDED AS BYLAW 3(6):

3(6) An Owner, tenant, occupant or visitor must not consume alcohol in the Common Property areas of the building, excluding Limited Common Property balconies, patios and terraces.

5. THE FOLLOWING IS ADDED AS BYLAW 3(7):

3(7) The Strata Corporation will not implement any strata bylaws inconsistent with the Township of Esquimalt bylaws applicable to the business uses permitted by the zoning applicable to the Commercial Strata Lots within the Development.

6. THE FOLLOWING IS ADDED AS BYLAW 3(8):

3(8) The Strata Corporation will not implement any bylaws restricting the hours of operation of any business carried on within the Commercial Strata Lots.

7. THE FOLLOWING IS ADDED AS BYLAW 3(9):

3(9) It is not a breach of the bylaws if the Commercial Strata Lots and the Limited Common Property for the Commercial Strata Lots are used in a manner permitted that does not constitute a breach of the Township of Esquimalt Bylaws.

8. THE FOLLOWING IS ADDED AS BYLAW 3(10):

3(10) The owners of the Commercial Strata Lots shall be entitled to place on the Common Property, signage, illuminated or not, as may be permitted, provided such signage is not inconsistent with the Township of Esquimalt Bylaws.

9. THE FOLLOWING IS ADDED AS BYLAW 3(11):

3(11) The Strata Corporation hereby creates two types of Strata Lots: Residential Type Strata Lots and Commercial Type Strata Lots, and where operating fund expenses relates to, and benefits, only one Type of Strata Lot, then such expenses shall be allocated to that Type of Strata Lot.

10. THE FOLLOWING IS ADDED AS BYLAW 3(12):

3(12) The Strata Corporation must provide bicycle access in common areas of the Development, pursuant to proposed Covenant CA9945805.

11. THE FOLLOWING IS ADDED AS BYLAW 3(13):

3(13) The five (5) parking stalls for the Commercial Strata Lots will be for their use during the business hours associated with the Commercial Strata Lots and thereafter will be made available for visitor parking use for the Residential Strata Lots outside of normal business hours associated with the business of such Commercial Strata Lots.

12. THE FOLLOWING IS ADDED AS BYLAW 3(14):

3(14) The Owners of Strata Lots agree to allow for a third-party review of the Development, with regards to the new home warranty, which review will occur nine (9) months after occupancy, whereby a third-party consultant report (the "Report") is issued and the Developer will be responsible for addressing any defects identified in the Report and covered under the new home warranty labour and material coverage on the Common Property pursuant to the *Homeowner Protection Act*.

13. THE FOLLOWING IS ADDED AS BYLAW 3(15):

- 3(15) An Owner, tenant or occupant must not (without the written permission of the Strata Corporation) smoke or permit smoking of any kind in a Strata Lot or on any Common Property, Limited Common Property or land that is a common asset, or within 8 meters of any common area building door, open window or air intake. For the purpose of this bylaw, “smoke” or “smoking” means using, inhaling, exhaling, burning or carrying of a lighted cigarette, joint, e-cigarette, vapor pen or similar vaporizing device, cigar, pipe, hookah, bong or other smoking equipment that burns or vaporizes tobacco, nicotine, or marijuana/cannabis including oils, resins or other derivatives.

14. THE FOLLOWING IS ADDED AS BYLAW 3(16):

- 3(16) An Owner, tenant or occupant must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.

15. THE FOLLOWING IS ADDED AS BYLAW 3(17):

- 3(17) An Owner of a Strata Lot, when selling his or her Strata Lot, will not display or post or permit any agent to display or post “for sale” signs or other signage for the purpose of selling or marketing a Strata lot in any of the following places:
- (a) within the Owner’s Strata Lot such that the signage is visible from the exterior of the Strata Lot, or
 - (b) anywhere on the Common Property (including Limited Common Property) and land that is a common asset, except for in a location on the Common Property or land that is a common asset approved by the Strata Council.

16. THE FOLLOWING IS ADDED AS BYLAW 3(18):

- 3(18) Advertising for the resale or rental of a Strata Lot shall only be permitted on a single sign that shall be located, supplied and maintained by the Strata Corporation.

17. THE FOLLOWING IS ADDED AS BYLAW 3(19):

- 3(19) Notwithstanding bylaws 3(17) and 3(18), during the time the Owner Developer is the Owner or lessee of any Strata Lot, the Owner Developer and/or its affiliates, employees, agents and guests will have the right to:
- (a) use any Strata Lot or Strata Lots, whether owned or leased by the Owner Developer, as display suites and/or sales centres and to carry on within such Strata Lots and within any area of the Common Property or land that is a common asset any marketing and sales functions in respect of the Development and developments owned, constructed and/or developed by the Owner Developer and/or its affiliates;
 - (b) erect and maintain signage, including, but not limited to “for sale” signs, in and around any unsold Strata Lots and on the Common Property or land that is a common asset for the duration of the marketing and sales program;
 - (c) maintain display areas, landscaping and parking areas;

- (d) use any parking intended to be assigned to any unsold Strata Lots for marketing and sales purposes and for any other reason related to the developments;
- (e) have access to any and all parts of the Common Property and common assets for the purposes of showing strata lots, the Common Property and common assets the prospective purchasers and their representatives; and
- (f) in each case as may be reasonable determined by the Owner Developer in order to enable or assist it in marketing or selling any Strata Lot within the Development and developments owned, constructed and/or developed by the Owner Developer and/or its affiliates. The Owner Developer will act reasonably in exercising its rights under this bylaw 3(19).

19. THE FOLLOWING IS ADDED AS BYLAW 3(20):

3(20) An Owner, tenant or occupant must ensure that no laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.

21. THE FOLLOWING IS ADDED AS BYLAW 3(21):

3(21) Strata Lot Owners must obtain written consent in advance from the Strata Corporation prior to hanging any form of lighting on Limited Common Property.

22. THE FOLLOWING IS ADDED AS BYLAW 3(22):

3(22) An Owner must obtain the written approval of the Strata Corporation prior to installing any air conditioning or cooling equipment.

Date: _____, 2023.

SIGNATURE OF OWNER DEVELOPER:
1075 TILlicum DEVELOPMENTS LTD.

Exhibit "I"
Interim Budget and Estimated Monthly Assessments Attached

CENTRAL BLOCK STATEMENT OF OPERATING FUND DEVELOPERS BUDGET	
DESCRIPTION	FISCAL BUDGET
<u>INCOME - ALL UNITS</u>	
Strata Assessments - Operations	367,775.00
Strata Assessments - Reserve	36,777.50
Subtotal Income	404,552.50
<u>OPERATING EXPENSES</u>	
<u>COMMON AREA - ALL UNITS</u>	
Hydro	15,000.00
Water/Sewer	50,000.00
Garbage & Recycling	16,000.00
Fire Inspections - Common	8,000.00
Electrical - Exterior	500.00
Building Maintenance - Common	2,500.00
Parking Garage & Lot	2,500.00
Lock Repairs - Common	500.00
WorkSafeBC	100.00
Pest Control	500.00
Supplies - General	500.00
Grounds Maintenance	16,000.00
Plumbing & Heating	500.00
Irrigation Equipment & Maintenance	500.00
Janitorial	40,000.00
Insurance	95,000.00
Telephone (Fire Panel, Elevators and Security Systems)	1,500.00
Sub Total - Common Area	249,600.00
<u>RESIDENTIAL UNITS</u>	
Natural Gas	30,000.00
Enterphone	500.00
Building Maintenance	2,500.00
Electrical	500.00
Elevator - Service Contract	17,000.00
Window Cleaning	4,500.00
Air Handling	4,500.00
Snow Removal	1,000.00
Sub Total - LCPR	60,500.00
Total Operating Costs	310,100.00

CENTRAL BLOCK STATEMENT OF OPERATING FUND DEVELOPERS BUDGET	
DESCRIPTION	FISCAL BUDGET
ADMINISTRATION - ALL UNITS	
Property Management Fee	37,500.00
Taxes on Management Fees	1,875.00
Admin & Postage	3,000.00
Professional Fees - Warranty Review	15,000.00
Bank Charges	300.00
Sub Total - Administrative	57,675.00
Sub-Total Operating Expenses	367,775.00
OTHER EXPENSES - ALL UNITS	
Transfer to Reserve	36,777.50
Sub Total - Other Expenses	36,777.50
TOTAL OPERATING EXPENSES	404,552.50
NET CASH FLOW - SURPLUS (DEFICIT)	-
OPENING BALANCE, OPERATING ACCOUNT	-
CLOSING BALANCE, OPERATING ACCOUNT	-

**CENTRAL BLOCK
STATEMENT OF CONTINGENCY RESERVE FUND
DEVELOPERS BUDGET**

	FISCAL BUDGET
<u>CONTRIBUTIONS</u>	
Monthly Assessments	36,777.50
Developers Contribution	36,777.50
Interest Income	250.00
TOTAL CONTRIBUTIONS	73,805.00
<u>EXPENSES</u>	
TOTAL EXPENSES	-
SUMMARY	
DESCRIPTION	
Net Increase/(Decrease in Fund)	73,805.00
Opening Fund Balance	-
CLOSING FUND BALANCE	73,805.00

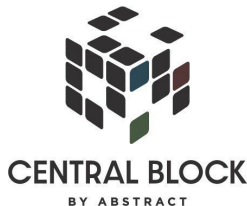
**Central Block
Developers Schedule of Strata Fees
First Year of Operation**

Strata Lot	Unit Entitlement	Operating Assessment		Contingency Assessment	Total Monthly Assessment
		All Units	Residential Only		
Non-Residential Units					
1	68	314.07		37.59	351.66
2	89	411.07		49.20	460.27
Residential Units					
3	52	240.17	48.67	28.75	317.59
4	56	258.65	52.41	30.96	342.02
5	68	314.07	63.64	37.59	415.30
6	44	203.22	41.18	24.32	268.72
7	58	267.89	54.28	32.06	354.23
8	68	314.07	63.64	37.59	415.30
9	87	401.83	81.42	48.09	531.34
10	36	166.27	33.69	19.90	219.86
11	36	166.27	33.69	19.90	219.86
12	57	263.27	53.35	31.51	348.13
13	57	263.27	53.35	31.51	348.13
14	55	254.03	51.47	30.40	335.90
15	83	383.35	77.68	45.88	506.91
16	78	360.26	73.00	43.12	476.38
17	52	240.17	48.67	28.75	317.59
18	68	314.07	63.64	37.59	415.30
19	44	203.22	41.18	24.32	268.72
20	58	267.89	54.28	32.06	354.23
21	73	337.17	68.32	40.36	445.85
22	88	406.45	82.36	48.65	537.46
23	36	166.27	33.69	19.90	219.86
24	36	166.27	33.69	19.90	219.86
25	36	166.27	33.69	19.90	219.86
26	36	166.27	33.69	19.90	219.86
27	37	170.89	34.63	20.45	225.97
28	63	290.98	58.96	34.83	384.77
29	37	170.89	34.63	20.45	225.97
30	57	263.27	53.35	31.51	348.13
31	57	263.27	53.35	31.51	348.13
32	55	254.03	51.47	30.40	335.90
33	83	383.35	77.68	45.88	506.91
34	78	360.26	73.00	43.12	476.38
35	52	240.17	48.67	28.75	317.59
36	68	314.07	63.64	37.59	415.30
37	44	203.22	41.18	24.32	268.72
38	58	267.89	54.28	32.06	354.23
39	73	337.17	68.32	40.36	445.85
40	88	406.45	82.36	48.65	537.46
41	36	166.27	33.69	19.90	219.86
42	36	166.27	33.69	19.90	219.86
43	36	166.27	33.69	19.90	219.86
44	36	166.27	33.69	19.90	219.86
45	37	170.89	34.63	20.45	225.97
46	63	290.98	58.96	34.83	384.77
47	37	170.89	34.63	20.45	225.97
48	57	263.27	53.35	31.51	348.13
49	57	263.27	53.35	31.51	348.13
50	55	254.03	51.47	30.40	335.90
51	83	383.35	77.68	45.88	506.91
52	78	360.26	73.00	43.12	476.38
53	52	240.17	48.67	28.75	317.59
54	68	314.07	63.64	37.59	415.30
55	44	203.22	41.18	24.32	268.72
56	58	267.89	54.28	32.06	354.23
57	73	337.17	68.32	40.36	445.85
58	88	406.45	82.36	48.65	537.46

**Central Block
Developers Schedule of Strata Fees
First Year of Operation**

Strata Lot	Unit Entitlement	Operating Assessment			Contingency Assessment	Total Monthly Assessment
		All Units	Residential Only			
59	36	166.27	33.69	19.90	219.86	
60	36	166.27	33.69	19.90	219.86	
61	36	166.27	33.69	19.90	219.86	
62	36	166.27	33.69	19.90	219.86	
63	37	170.89	34.63	20.45	225.97	
64	63	290.98	58.96	34.83	384.77	
65	37	170.89	34.63	20.45	225.97	
66	57	263.27	53.35	31.51	348.13	
67	55	254.03	51.47	30.40	335.90	
68	53	244.79	49.60	29.30	323.69	
69	83	383.35	77.68	45.88	506.91	
70	78	360.26	73.00	43.12	476.38	
71	52	240.17	48.67	28.75	317.59	
72	68	314.07	63.64	37.59	415.30	
73	44	203.22	41.18	24.32	268.72	
74	58	267.89	54.28	32.06	354.23	
75	54	249.41	50.54	29.85	329.80	
76	73	337.17	68.32	40.36	445.85	
77	35	161.66	32.76	19.35	213.77	
78	35	161.66	32.76	19.35	213.77	
79	35	161.66	32.76	19.35	213.77	
80	35	161.66	32.76	19.35	213.77	
81	35	161.66	32.76	19.35	213.77	
82	63	290.98	58.96	34.83	384.77	
83	37	170.89	34.63	20.45	225.97	
84	57	263.27	53.35	31.51	348.13	
85	55	254.03	51.47	30.40	335.90	
86	53	244.79	49.60	29.30	323.69	
87	83	383.35	77.68	45.88	506.91	
88	78	360.26	73.00	43.12	476.38	
89	52	240.17	48.67	28.75	317.59	
90	68	314.07	63.64	37.59	415.30	
91	44	203.22	41.18	24.32	268.72	
92	58	267.89	54.28	32.06	354.23	
93	54	249.41	50.54	29.85	329.80	
94	73	337.17	68.32	40.36	445.85	
95	35	161.66	32.76	19.35	213.77	
96	35	161.66	32.76	19.35	213.77	
97	35	161.66	32.76	19.35	213.77	
98	35	161.66	32.76	19.35	213.77	
99	35	161.66	32.76	19.35	213.77	
100	63	290.98	58.96	34.83	384.77	
101	37	170.89	34.63	20.45	225.97	

Exhibit "N"
Form of Agreement of Purchase and Sale Attached



Strata Lot No: _____

Unit No: _____

CENTRAL BLOCK (the "Project")
OFFER TO PURCHASE and AGREEMENT OF PURCHASE AND SALE
(as accepted, this "Agreement")

"Seller":

1075 Tillicum Developments Ltd.
301 – 1106 Cook Street
Victoria, BC V8V 3Z9
Phone: 250-883-5579
Fax: 250-995-8611

Seller's Solicitor:

Mullin DeMeo Wirk, Attention: John Mullin
1626 Garnet Road
Victoria, BC V8P 3C8
Phone: 250-477-3327
Fax: 250-477-0980

Purchaser(s):

First Name: _____

Last Name: _____

Address: _____

Tel: _____

Email: _____

RESIDENT OF CANADA: Yes / No _____

as defined under the *Income Tax Act* (Canada)

First Name: _____

Last Name: _____

Address: _____

Tel: _____

Email: _____

RESIDENT OF CANADA: Yes / No _____

as defined under the *Income Tax Act* (Canada)

(jointly and severally, the "Purchaser")

NOTE: If the Purchaser is comprised of more than one individual, each individual hereby constitutes and appoints the other or one of the others to be and act as each other's lawful agent, in order to execute the Purchaser's acknowledgement of receipt of the Disclosure Documents (as listed in Clause 6 herein), the acknowledgement of receipt of a copy of the fully executed Agreement and/or for the purposes of receiving notices required or desired to be delivered by the Seller pursuant to this Agreement.

1.0 Offer to Purchase

The Purchaser hereby offers to purchase, and if this offer is accepted by the Seller, agrees to purchase from the Seller, proposed Strata Lot_ (the "Strata Lot"), Civic Address _____, 1075 Tillicum, Victoria BC (the "Civic Address"), as shown in the Disclosure Statement (hereafter defined) for the Project known as "Central Block", Victoria, BC, being the proposed strata development to be constructed on the following lands to be subdivided by the filing of the Strata Plan, and legally described as:

PID: 018-050-859 LOT B, SECTION 10, ESQUIMALT DISTRICT, PLAN VIP55556

(the "Development"), on the terms and conditions contained herein.

2.0 Purchase Price and Deposits

2.1 The purchase price of the Strata Lot is _____ dollars.

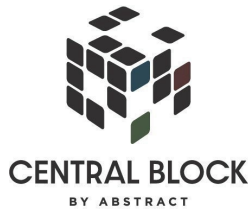
(\$ _____) (the "Purchase Price"), exclusive of Goods and Services Tax, which the Purchaser shall pay to the Seller by payment of:

- (a) a first deposit of \$ _____ (the "First Deposit" being 10% of the Purchase Price) by certified cheque, bank draft, or wire transfer within 7 days after the Acceptance Date (as defined below);
- (b) a second deposit of \$ _____ (the "Second Deposit" being 5% of the Purchase Price) by certified cheque, bank draft, or wire transfer within 60 days after the Acceptance Date (as defined below); and
- (c) the balance of the Purchase Price (subject to any adjustments herein) on the Closing Date (as defined below) determined in accordance with Section 5.1 of Schedule A hereto.

The First Deposit and Second Deposit (collectively, the "Deposits") shall be payable to the Seller's Solicitor, **Mullin DeMeo Wirk Law Corporation (In Trust)**.

INITIALS

Purchaser	Purchaser	Seller



Strata Lot No: _____

Unit No: _____

22 The Purchase Price includes:

- a) 24” Range, 24” Refrigerator and 24” Stacked Washer and Ventless Dryer;
- b) 30” Range, 32” Refrigerator, and 24” Stacked Washer and Ventless Dryer ;
- c) 30” Range, 32” Refrigerator, and 27” Stacked Washer and Ventless Dryer;
- d) _____ parking stall to be assigned to the Strata Lot (NOTE: if not specifically provided, then no parking stall will be assigned to Strata Lot). The parking stall may be either a standard or a small car parking stall; and
- e) One (1) bicycle storage locker in a storage locker room to be assigned to the Strata Lot.

NOTE: Décor features, built-ins in the display suite, wall treatments, speakers, electronics, and furnishings are not included, except to the extent specifically included in an Addendum hereto.

NOTE: The Unit, Project and Strata Lot are proposed and until built are subject to minor modifications as to both design and area.

3.0 Monthly Maintenance Fee

The Seller estimates the initial amount of the Monthly Maintenance Fee for the Strata Lot to be \$ _____.

4.0 Colour Palette and Feature Wall

The Purchaser acknowledges that _____ will be the Colour Palette for the Strata Lot.

The Purchaser acknowledges that _____ will be the Feature Wall selection for the Strata Lot.

5.0 Consent to Receive by Electronic Means

The Purchaser hereby consents to receive the Disclosure Statement and any Amendments thereto by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser’s sole responsibility to advise the Seller of any changes to the Purchaser’s contact information including to the Purchaser’s email address, and the Purchaser covenants to provide the Seller with written notice of any such changes.

6.0 Receipt of Disclosure Statement

Purchaser	Purchaser

By executing this Agreement, the Purchaser acknowledges that, prior to the execution of this Agreement, the Purchaser has received a copy of and has been given a reasonable opportunity to read the Seller’s Disclosure Statement dated July 5, 2022, and any amendments thereto filed up to the date hereof (collectively, the “Disclosure Statement”), and that the execution of this Agreement by the Purchaser constitutes a receipt in respect thereof.

7.0 Right of Rescission

Purchaser	Purchaser

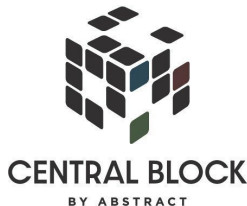
Under Section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the Agreement of Purchase and Sale or Contract to Lease by serving written notice on the Developer or Developer’s brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of the Disclosure Statement.

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

- (a) The Developer at the address shown in the Disclosure Statement received by the Purchaser;
- (b) The Developer at the address shown in the Purchaser’s Agreement of Purchase and Sale;

INITIALS

Purchaser	Purchaser	Seller



Strata Lot No: _____

Unit No: _____

- (c) The Developer’s brokerage, if any, at the address shown in the Disclosure Statement received by the Purchaser; or
- (d) The Developer’s brokerage, if any, at the address shown in the Purchaser’s Agreement of Purchase and Sale.

The Developer must promptly place the Purchaser’s Deposits with a brokerage, lawyer, or notary public who must place the Deposits in a trust account in a savings institution in British Columbia. If the Purchaser rescinds their Agreement of Purchase and Sale in accordance with the Act and Regulations, the Developer or the Developer’s trustee must promptly return the Deposits to the Purchaser.

8.0 Agency Disclosure

- (a) The Purchaser has been informed and understands that the Project sales representatives are employees and/or agents of the Seller and that the sales representatives are not acting on behalf of the Purchaser; and
- (b) The Purchaser has a Designated Agency Relationship with _____ (as agent) and _____ (as designated agent), or the Purchaser has no designated agent.

Purchaser	Purchaser

9.0 Acceptance

The Purchaser’s offer contained herein is open for acceptance by the Seller until 6:00 pm PST on _____, 20 ____, and upon acceptance by the Seller will constitute a binding Agreement of Purchase and Sale on the terms and conditions contained in this Agreement herein, including the terms and conditions set out in Schedule A attached hereto, which are hereby incorporated into, and form part hereof.

10.0 Counterpart Execution

This Offer to Purchase and Agreement may be executed and delivered in counterparts and by DocuSign, fax or e- mail transmission of signatures, which shall be binding upon the parties.

DATED this ____ day of _____, 20 ____

(PURCHASER SIGNATURE)

(PRINT NAME)

(PURCHASER SIGNATURE)

(PRINT NAME)

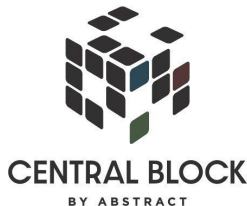
The Seller hereby accepts the Purchaser’s Offer to Purchase and Agreement herein on _____, 20 ____ (the “Acceptance Date”) and agrees to sell the Strata Lot to the Purchaser in accordance with the terms hereof.

1075 Tillicum Developments Ltd.
by its authorized signatory:

Per: _____

INITIALS

Purchaser	Purchaser	Seller



Strata Lot No: _____

Unit No: _____

**Schedule A
ADDITIONAL TERMS AND CONDITIONS**

The Seller and the Purchaser agree to the following additional terms and conditions, which are incorporated into and form part of this Agreement:

1.0 THE DEPOSITS

1.1 NON-INTEREST BEARING TRUST ACCOUNT

The Purchaser's Deposits will be paid to the Seller's solicitors and placed in a non-interest bearing trust account.

1.2 DEPOSIT PROTECTION CONTRACT

The Seller will enter into a deposit protection contract with an Insurance Provider. If, prior to the completion of the transaction herein contemplated, the Seller has complied with all of the requirements set out in Section 19 of the *Real Estate Development Marketing Act* in respect of a developer's use of deposits, as defined therein, and provided that the Seller has arranged for a deposit protection contract as contemplated by Section 19 of the *Real Estate Development Marketing Act* and as defined by the *Insurance Act*, which deposit protection contract has been entered into, then the Seller shall be entitled without any further authorization or consent of the Purchaser to the release to it of all or any portion of the Deposits and in such case the Purchaser does hereby irrevocably authorize and direct the Seller's solicitors to release to the Seller so much of the Deposits as requested by the Seller and is permissible at law. Notwithstanding any other provision of this Agreement, on the basis of the deposit protection contract which has been entered into by the Seller, the Purchase hereby authorizes the Seller's solicitors to release the Deposit to the Seller for use in construction and marketing of the development. The Seller agrees to comply with all the terms and conditions of the *Real Estate Development Marketing Act* and regulations with respect to such deposit protection contract.

2.0 THE CLOSING DATE

2.1 CLOSING NOTICE

The Seller or its solicitor will give the Purchaser not less than 10 calendar days' written notice (the "**Closing Notice**") addressed to the Purchaser or the Purchaser's solicitor or notary (the "**Purchaser's Solicitors**"), specifying the Closing Date (the "**Closing Date**"), which will not occur, and except as otherwise provided in this Article 2 hereof, later than December 31, 2026 (the "**Outside Date**"). The estimated construction date is between March 15, 2026 and June 15, 2026.

2.2 PERMISSION TO OCCUPY

The Closing Date shall be after the date that the Township of Esquimalt has given permission to occupy the Strata Lot. For the purposes of this section, permission to occupy the Strata Lot means the initial permission given by the Township of Esquimalt whether such permission is temporary, conditional or final and refers to occupation of the Strata Lot only and not to the occupation of other Strata Lots in the Development, or the common property in the Development.

2.3 ESTIMATED CLOSING DATE MAY BE DELAYED

The Closing Notice may be based on the Seller's estimate as to when the Strata Lot will be ready to be occupied. If the Strata Lot is not ready to be occupied on the Closing Date so established, then the Seller may delay the Closing Date from time to time as required, by notice of such delay to the Purchaser or the Purchaser's lawyer or notary, but any such delay will not exceed in the aggregate 90 days from the date specified in the Closing Notice.

2.4 DELAY/EXTENSION PAST THE OUTSIDE DATE

(a) If the Seller is delayed in completing construction of the Strata Lot, depositing the Strata Plan for the Development, or in doing anything the Seller is required to do pursuant to this Agreement, and the delay is caused by any condition or cause beyond the reasonable control of the Seller including, without limitation, acts or omissions by third parties not related to the Seller, strike, lockout, labour dispute, unusual geotechnical conditions, climatic condition, act of God, inability to obtain labour or materials, laws, ordinances, rules, regulations or orders of governmental authorities, including orders related to emergency health/pandemic, enemy or hostile action, civil commotion, fire or other casualty, or any other event beyond the control of the Seller, then the Outside Date shall be extended by a time equivalent to the period of such delay.

(b) The Seller may extend the Outside Date for up to an additional 120 days by delivery of written notice to the Purchaser, in addition to any other extension(s) pursuant to this Article 2, by notice to the Purchaser.

2.5 NO LIABILITY FOR DAMAGES

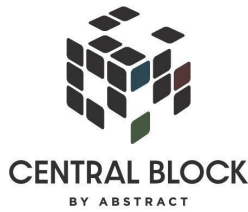
The Seller shall not be liable for any damages due to delay in meeting the Closing Date.

3.0 TITLE

On the Closing Date, title to the Strata Lot shall be free from all liens, charges and encumbrances except those contemplated in the Disclosure Statement, as amended from time to time, including subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other disposition from the Crown, registered or pending restrictive covenants and rights of way in favour of public utilities and public authorities, and the Seller's Financial Charges to be discharged as set out in Section 6.3 below.

INITIALS

Purchaser	Purchaser	Seller



Strata Lot No: _____

Unit No: _____

4.0 POSSESSION

4.1 DELIVERY OF VACANT POSSESSION

The Purchaser will have vacant possession of the Strata Lot on the business day following the Closing Date after payment of the Purchase Price in full.

4.2 NO RIGHT OF ACCESS

The Purchaser shall have no right of access to the Strata Lot until the Closing Date without being accompanied by the Seller, such access to be provided solely at the discretion of the Seller and with advance notice given by the Purchaser to the Seller. If the Purchaser enters the Strata Lot or the Project without the Seller being present, the Purchaser shall do so at the Purchaser's sole risk. The Purchaser shall indemnify the Seller from and against any and all loss, injury, damages, claims and costs occasioned to the Seller as a consequence of such accompanied or unaccompanied entry (including without limitation where arising through injury or loss to a guest or invitee of the Purchaser).

4.3 INSPECTION CERTIFICATE

Under no circumstances will possession be given to the Purchaser until and unless the inspection/completion certificate and the Warranty Commencement Date Certificate is completed, signed and delivered by the Purchaser to the Seller.

4.4 ONGOING DEVELOPER MARKETING

The Purchaser acknowledges that the Seller may retain strata lots in the Development for use as display suites for marketing or other purposes. The Purchaser will permit and, to the extent that the Purchaser is able so to do, will cause the Strata Corporation to permit the Seller to install signs and other marketing materials on the common property to market the strata lots and to carry out promotions on the common property. The Purchaser consents to the use of the common property and the display suites for marketing the strata lots and shall not revoke the Purchaser's consent for so long as the Seller is the owner of any strata lots in the Development.

5.0 ADJUSTMENTS

5.1 ADJUSTMENT DATE

The Purchaser will assume all taxes, strata fees, rates, assessments and other charges from and including the Closing Date and all adjustments will be made as of the Closing Date.

5.2 PROPERTY TAX ALLOCATION

If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, the portion thereof which shall be allocated to the Strata Lot will be determined by pro-rating the total amount among all strata lots in the Development on a pro rata basis according to unit entitlement numbers.

5.3 PROPERTY TAXES PRIOR TO ANY EXEMPTION

Property taxes will be adjusted based on the existing or estimated property taxes without regard to any property tax exemption which may be available in future years.

6.0 CLOSING PROCEDURE

6.1 PURCHASER CLOSING DELIVERIES

The Purchaser's solicitors will prepare and deliver to the Seller's solicitors at least 7 days prior to the Closing Date, a Transfer and Statement of Adjustments, in accordance with the information and directions provided by the Seller's solicitors. The Seller will not be required to execute or deliver any other agreements, transfer documents, certificates or statutory declarations.

6.2 SELLER DELIVERIES AND CLOSING UNDERTAKINGS

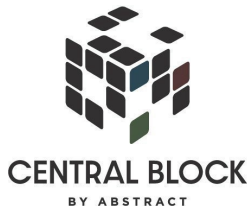
Following the receipt thereof, the Seller will execute and deliver the Transfer and the Statement of Adjustments to the Purchaser's solicitors on the condition that either:

- (a) the Purchaser's solicitors or notary public holds in their trust account the balance due and owing to the Seller, and undertakes to pay the balance due and owing to the Seller on the Closing Date forthwith upon receipt of a post-registration index search in accordance with this Agreement, or return the Transfer unregistered; or
- (b) if the Purchaser is relying upon a new institutional mortgage to finance a portion of the Purchase Price, the Purchaser's solicitors or notary public holds in their trust account that portion of the Purchase Price not secured by the new mortgage, the Purchaser has fulfilled all of the new mortgagee's conditions for funding except for the lodging of the new mortgage for registration in the Land Title Office, and the Purchaser's solicitors or notary public has undertaken to pay the balance of the adjusted Purchase Price on the Closing Date upon the lodging of the Transfer and the new mortgage in the Land Title Office and the advance of the mortgage proceeds.

Payment by the Purchaser's solicitors or notary public shall be by way of a solicitor's or notary public's certified trust cheque or bank draft.

INITIALS

Purchaser	Purchaser	Seller



Strata Lot No: _____

Unit No: _____

6.3 DISCHARGE OF SELLER FINANCING

The Purchaser agrees that the transfer of title to the Strata Lot may be subject to various financial encumbrances (collectively, the “**Seller’s Financial Charges**”) relating to the Seller’s financing provided that the Seller’s solicitors undertake to:

- (a) pay to the Seller’s lender (the “**Seller’s Lender**”) under the Seller’s Financial Charges the amount required to obtain partial discharges of the Seller’s Financial Charges from title to the Strata Lot;
- (b) take reasonable steps to obtain such partial discharges; and
- (c) upon receipt, to file the partial discharges in the Land Title Office within a reasonable time after the Closing Date, and to advise the Purchaser’s solicitors or notary public of registration particulars of such partial discharge when available. The parties agree that the foregoing undertakings relating to the partial discharge of the Seller’s Financial Charges shall be the only undertakings with respect thereto.

6.4 PURCHASER CLOSING COSTS

The Purchaser will pay all costs relating to the transfer of the Strata Lot, including Property Transfer Tax, if applicable, and any other charges and taxes payable in connection with the purchase of the Strata Lot, other than the costs of the Seller incurred in clearing the Seller’s Financial Charges from the title to the Strata Lot.

7.0 RISK

The Strata Lot will be at the Seller’s risk until 12:01 a.m. on the Closing Date and thereafter at the Purchaser’s risk, and in the event of material loss or damage to the same occurring before such time by reason of tempest, lightning, earthquake, flood or other Act of God, fire or explosion, which is not repaired prior to the Closing Date, either party may, at its option, cancel this Agreement and in such event the Purchaser shall be entitled to the return of any moneys paid hereunder, and in such event neither the Seller nor the Purchaser shall have any further obligations or liability whatsoever hereunder, and all other remedies and claims of the Purchaser in the event of such loss or damage are hereby waived.

8.0 HOMEOWNER ORIENTATION

The Purchaser, or a representative, and the Seller, or a representative, shall inspect the Strata Lot at a reasonable time designated by the Seller prior to the Closing Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies shall be prepared. The parties or their representatives shall sign the list and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the listed corrections. The Purchaser acknowledges and agrees that neither the Seller nor the Purchaser’s representatives, agents or assigns will be allowed access to the Strata Lot for any other purpose prior to the Closing Date, except with the express written authorization of the Seller.

If the Purchaser fails to inspect the Strata Lot as required, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the architect for the Development (the “**Architect**”) shall settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the Architect shall be binding upon the parties and need not occur prior to the Closing Date.

The Seller will remedy the defects or deficiencies noted on the list, or as settled by the Architect, as soon as reasonably possible after the Closing Date to the satisfaction of the Architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Closing Date, such shall not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there shall be no deficiency holdback in respect of any defects or deficiencies which may exist on the Closing Date.

9.0 ASSIGNMENT OR SOLICITATION

The Purchaser shall not assign this Agreement of Purchase and Sale without the written consent of the Seller, which consent may be refused by the Seller in the Seller’s sole discretion. Notwithstanding the foregoing, the Seller will not refuse to such a consent in the event the assignee(s) is a parent, spouse, child or grandchild of the Purchaser(s). In the event of any assignment, it will be a condition of the Seller’s consent that the assignee(s) assume in writing with the Seller the Purchaser’s obligations hereunder, and, in any event, the Purchaser will not be released from his or her obligations hereunder.

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

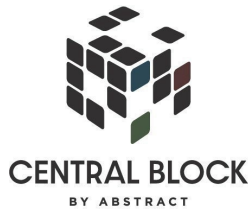
An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer. Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

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

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

INITIALS

Purchaser	Purchaser	Seller



Strata Lot No: _____

Unit No: _____

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

As consideration for the Seller agreeing to the Assignment and for any associated legal and administrative costs in connection with the Assignment, the Purchaser will pay to the Seller the amount of \$500.00 plus any applicable taxes on such amount (the "Administration Fee").

9.1 RESTRICTION ON SALE

Until the Closing Date, the Purchaser agrees not to advertise the Strata Lot for sale by any means whatsoever, including without limitation by displaying signs within the Strata Lot or the Project, by using the internet, by using the Multiple Listing Service or any similar service, or by listing the Strata Lot for sale with any individual or in any newspaper or other publication. The Purchaser authorizes the Seller to remove any advertising prohibited by this clause. The Purchaser agrees that damages are not a sufficient remedy for breach of this clause, and agrees to the granting of injunctive relief in favour of the Seller in the event the Purchaser breaches this clause.

10.0 TIME OF THE ESSENCE

10.1 REMEDIES

Time shall be of the essence of this Agreement, and if:

- (a) the Deposits are not paid in accordance with this Agreement;
- (b) the balance of the Purchase Price is not paid in full in accordance with this Agreement; or
- (c) the Purchaser is otherwise in default hereunder; the Seller may, at its option:
 - (i) terminate this Agreement and in such event the Deposits previously paid shall be absolutely forfeited to the Seller as the minimum amount of damages the parties agree the Seller is expected to suffer as a result of termination, and not as a penalty, without prejudice to the Seller's other remedies, including the right to recover any of the Deposits required to have been paid but which the Purchaser failed to pay, and additional damages; or
 - (ii) elect to extend the Closing Date, in which event the Purchaser will pay to the Seller, in addition to the Purchase Price, interest on the full Purchase Price at 4% per annum above the annual rate of interest designated by the Seller's principal financial institution as its "prime rate" for Canadian dollar commercial loans payable on demand, calculated daily from the date upon which such portion was due until it is paid, provided that the adjustment date pursuant to Section 5.1 shall remain the original ClosingDate.

If the Purchaser's default continues beyond the extended date for completion established pursuant to Subsection (ii), the Seller may thereafter elect to terminate this Agreement pursuant to Subsection (i), or to permit a further extension pursuant to Subsection (ii), as the case may be, at the Seller's sole option.

10.2 DEFAULT BY SELLER

If the purchase and sale of the Strata Lot contemplated by this Agreement is not completed by reason of the Seller's default, the Deposits shall be repaid to the Purchaser as the Purchaser's sole remedy, and thereafter, neither party shall have any further obligation to the other under this Agreement.

10.3 CANCELLATION RIGHTS OF THE SELLER

If the Seller has not entered into 60 unconditional Agreements of Purchase and Sale for strata lots in the Development on or before April 30, 2023, then the Seller may cancel this Agreement of Purchase and Sale by notice in writing to the Purchaser. In the event the Seller provides such notice of cancellation, then the Deposits shall be refunded to the Purchaser and neither party shall have further claims against the other.

11.0 DEVELOPMENT

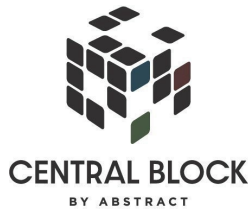
11.1 PURCHASER ACKNOWLEDGEMENTS

The Purchaser acknowledges

- (a) that this Agreement shall remain in full force and effect notwithstanding that the building plans and specifications (including without limitation features, design, materials, layout, location, dimensions, size, and number of windows and doors and common facilities) may be varied by the Seller, as deemed desirable and reasonable in the sole opinion of the Seller and/or the Architect, or as may be required by any authorities having jurisdiction in respect thereof between the date of this Agreement and the Closing Date, and that in any such event the Purchaser shall have absolutely no claim or cause of action against the Seller;
- (b) that the Purchaser is aware that the square footage area of the Strata Lot is approximate and that as built dimensions, lot lines and location of the Strata Lot may differ from those shown on Exhibit "A" to the Disclosure Statement;
- (c) that the Purchaser agrees that should certain materials be discontinued, unavailable or not be available to the Seller for installation in time for the Seller's scheduled installation date, the Seller reserves the right to select substitute materials of equal or better grade, at the Seller's discretion;

INITIALS

Purchaser	Purchaser	Seller



Strata Lot No: _____

Unit No: _____

- (d) that it is purchasing a residential strata lot which comprises the interior of the dwelling unit which is being constructed substantially in accordance with the plans and specifications of the Architect;
- (e) that the plumbing, electrical, fire safety and other building service facilities and equipment will be located within the development as recommended by the Township of Esquimalt or required by the Township of Esquimalt consultants, and the Seller reserves the right to relocate, add or delete any such services and equipment as it deems appropriate regardless if they have been included in the current Development plans, without compensation to the Purchaser;
- (f) due to the natural variation of colour and texture in the wood, stone and dye lots of the tile, carpet and other components of the Strata Lot, and the fact that the colour of natural products (especially wood) will change over time, the finishes of the wood, quartz, tile, stone, carpet and other components of the Strata Lot may differ from the colour and textures shown in any display unit or any samples provided to or viewed by the Purchaser. In addition, even within the Strata Lot, the textures, colours and finishes may vary for the same reasons. These variations are inherent characteristics which cannot be fully controlled, and the Seller does not guarantee an exact match;
- (g) any display suite or presentation centre of the Seller are representative of the general finishing and design style of particular unrelated suite components intended for the Development only. Actual design, specifications, materials, finishing, features, room dimensions, room configurations and layouts may vary;
- (h) images and view representations, including any display centre mockups, and in the marketing materials, advertising and web sites for the Development are not actual and are intended only to convey the general character of the neighbourhood in which the Development will be situated and the general view outlooks that may be available from various locations within the completed Development. View representations cannot be relied upon to be representative of actual views available from any perspective within the completed Development, and interior representations cannot be relied upon to be representative of actual dimensions or areas available within the completed Development; and
- (i) that the Colour Palette and Feature Wall selection and any additional options must be selected on or before the date specified by the Seller (the "Selections Date"). The Seller will have the right to refuse changes or modifications to the Colour Palette and Feature Wall, or optional selections. If a Purchaser does not specify the Colour palette and Feature wall by the Selections Date, the Seller will install "Light" Palette and "Harbour" Feature Wall in the Strata Lot.

11.2 CHANGE TO ADDRESS/STRATA LOT NUMBER

The address and/or Strata Lot number are subject to change at the Seller's discretion.

12.0 STRATA LOT SIZE/PRICE ADJUSTMENT

12.1 NO PRICE ADJUSTMENT

If the Strata Lot size in the final Strata Plan is between 95% and 100% of the size indicated for the Strata Lot in the Disclosure Statement, the Purchase Price will not be reduced.

12.2 PRICE ADJUSTMENT

If the Strata Lot in the final Strata Plan is less than 95% of the size indicated for the Strata Lot in the Disclosure Statement, the Purchase Price will be reduced by an amount determined as follows: $.95 - (\text{Actual Area} / \text{Disclosure Statement Area}) \times \text{the Purchase Price}$.

12.3 WHERE PRICE ADJUSTMENT SOLE REMEDY

If the Strata Lot in the final Strata Plan is not less than 90% of the size indicated for the Strata Lot in the Disclosure Statement, the Purchaser shall have no other claim or remedy against the Seller other than the adjustment of the Purchase Price provided for herein.

12.4 WHERE PURCHASER HAS THE RIGHT TO CANCEL

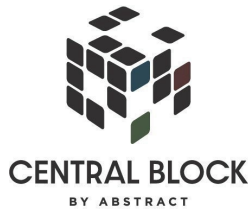
If the Strata Lot in the final Strata Plan is less than 90% of the size indicated for the Strata Lot in the Disclosure Statement, then the Purchaser may, by written notice to the Seller delivered not more than 3 days after delivery by the Seller of a written notice of the final area of the Strata Lot, elect to have the Purchase Price adjusted as aforesaid or cancel this Agreement. If the Purchaser elects to cancel the Agreement, the Deposits will be paid to the Purchaser and there will be no further obligations as between the Seller and the Purchaser. If the Purchaser does not elect to cancel the purchase of the Strata Lot as aforesaid, the Purchaser will have no claim against the Seller other than for adjustment to the Purchase Price as aforesaid.

12.5 STRATA PLAN REGISTRATION OR WALK-THROUGH OF STRATA LOT PRIOR TO OR AT AGREEMENT EXECUTION

Notwithstanding any other provision, it is agreed that section 12.1 through 12.4 shall not be applicable in the event the Strata Plan for the Development has been registered prior to the execution of this Agreement or in the event the Purchaser or his/her designated agent/realtor has had an opportunity to have a walk-through/viewing of the Strata Lot prior to execution of the Agreement or during the 7 day rescission period.

INITIALS

Purchaser	Purchaser	Seller



Strata Lot No: _____

Unit No: _____

13.0 LIEN HOLDBACK

13.1 LIEN HOLDBACK IN TRUST

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 to the Seller’s solicitors on the Closing Date, to be held in trust pursuant to the *Strata Property Act* and the *Builders Lien Act* of British Columbia (or successor statutes) solely on account of claims of builders liens registered against title to the Strata Lot prior to the expiration of the applicable lien holdback period in respect of work done or materials supplied at the request of the Seller.

13.2 PAYOUT

The Seller’s solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Seller on the earlier of:

- (a) the 56th day after the Closing Date; or
- (b) the date on which the time for filing a claim of lien under the *Builders Lien Act* expires and the Seller’s solicitors have not received notice of filed builders lien claims against the Strata Lot of which the Purchaser or the Purchaser’s lawyer or notary public notifies the Seller’s solicitors in writing by 2:00 pm on that date. If notice of such filed claims is so received, the Lien Holdback and any interest earned thereon shall be applied firstly to discharge such liens with the balance payable to the Seller. The Purchaser hereby authorizes the Seller to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect thereto including payment of funds into court.

14.0 CHATTELS

The Purchase Price includes the chattels noted on page 2 of this Agreement.

15.0 BUDGET ESTIMATES

The Purchaser is aware that the monthly strata corporation assessment as set out in the Disclosure Statement is an estimate only. The estimated budgets and strata fees have been prepared using the best information and projected costs currently available. The Purchaser acknowledges that there may be increases in both the budgets and strata maintenance fees in the event of unanticipated increases in Strata Corporation insurance premiums or utilities charges which are beyond the control of the Seller, and that GST will be applicable to certain components of the budgets and strata fees.

16.0 GST

The Purchase Price excludes Goods and Services Tax. The Purchaser is responsible to pay the Goods and Services Tax in addition to the Purchase Price to the Seller on the Closing Date and the Seller is responsible to remit the Goods and Services Tax to Canada Revenue Agency.

17.0 MARKETING MATERIALS

The Purchaser acknowledges that the Seller may include images or photographs of the Development, the Strata Lot and the improvements thereon in its promotional and marketing materials, including signage, for this Development and for other developments undertaken by entities related to the Seller, and the Purchaser acknowledges and agrees not to object to any use of such images or photographs for promotional or marketing purposes.

18.0 POST COMPLETION BUILDING ENVELOPE INSPECTIONS

The Purchaser acknowledges that the Developer may enter into, or to cause the Strata Corporation to enter into an initial Building Envelope Inspection Agreement with a Building Envelope Consultant (the “**Consultant**”), pursuant to which the Consultant will conduct periodic inspections of the building envelope for the purpose of monitoring its performance, for the benefit of the Strata Corporation and its New Home Warranty obligations. The Purchaser covenants and agrees with the Seller not to oppose this periodic inspection by the Consultant in any way.

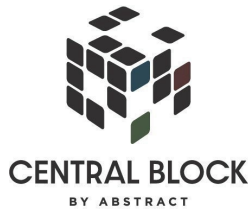
19.0 PERSONAL INFORMATION

The Purchaser hereby consents to the collection, use and disclosure of personal information contained in this Agreement and any Addendum hereto and otherwise collected by or on behalf of the Seller and its agents, affiliates and service providers for the following purposes:

- (a) to obtain financing for the Seller and to enable the Seller to complete the transactions contemplated herein, including providing the Seller’s solicitors with all information related to this Agreement, and to carry out and complete the sale of the Strata Lot to the Purchaser;
- (b) to facilitate the completion of the Development including the provision of services and utilities, insurance and warranty coverage;
- (c) to facilitate the management of the Development, including transferring management of the Development to a Strata Corporation manager;
- (d) for reporting purposes to any trade or professional associations governing the Seller or any investigative body having authority over the Seller to the extent such information is required to be reported to such association or body;
- (e) to market, sell, provide, and inform the Purchaser of products and services of the Seller and its affiliates and partners, including information about future projects; and

INITIALS

Purchaser	Purchaser	Seller



Strata Lot No: _____

Unit No: _____

(f) to disclose such personal information to the Seller’s affiliates, business partners, bankers, lawyers, accountants and other advisors and consultants in furtherance of any of the foregoing purposes, including financial statements, tax returns and GST returns.

20.0 GENERAL

21.0 CONTRACTUAL RIGHTS ONLY

The Purchaser agrees that this Agreement creates contractual rights only, and does not create an interest in land, and no interest may be registered by the Purchaser at the Land Title Office against the title to the Strata Lot prior to closing.

21.1 CURRENCY

All money shall be paid in Canadian funds.

21.2 SELLER RESIDENCY

The Seller is not a non-resident of Canada.

21.3 NOTICE TO THE PURCHASER

Any notice to be given to the Purchaser, including any amendment to the Disclosure Statement, will be sufficiently given if mailed by prepaid registered mail, or delivered by hand or transmitted by facsimile or e-mail transmission to the Purchaser at the address or numbers set out on page 1 of this Agreement or to the Purchaser’s lawyer or notary. The Purchaser may at any time change its address or facsimile number set out on page 1 of this Agreement by giving written notice to the Seller in accordance herewith. Any notice so given to the Purchaser shall be deemed to have been received by the Purchaser on the date on which it was delivered in person, or, if transmitted by facsimile or electronic transmission, on the date it was transmitted, or if sent by registered mail on the fifth business day thereafter. If the Purchaser is comprised of more than one person, notice given to any one of the persons comprising the Purchaser shall be deemed to have been received by all persons comprising the Purchaser.

21.4 ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties and there are no representations, warranties, conditions or collateral agreements, express or implied, whether made by the Seller, any agent, employee or representative of the Seller or any other person including, without limitation, arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations or renderings provided to the Purchaser or made available of his viewing, other than those contained herein or in the Disclosure Statement. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

21.5 SURVIVAL

All representations, covenants, agreements and consents contained herein shall survive the completion of the transactions contemplated herein and shall not be merged in any document delivered pursuant to this Agreement.

21.6 GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of British Columbia. The Purchaser irrevocably agrees to attorn to the jurisdiction of British Columbia in respect of all matters pertaining to or connected with this Agreement or the Strata Lot.

21.7 JOINT AND SEVERAL OBLIGATIONS

If the Purchaser is comprised of more than one person, all obligations of the Purchaser will be joint and several.

21.8 ADDENDUMS

Any Addendum to this Agreement if completed and signed by the Purchaser and Seller forms a part of this Agreement.

INITIALS

Purchaser	Purchaser	Seller