

TELUS GARDEN

FIRST AMENDMENT TO DISCLOSURE STATEMENT REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA (THE "ACT")

DATED November 29, 2012

*This document notes the amendments that have been made to the Disclosure Statement dated March 15, 2012 (the "**Disclosure Statement**") with respect to an offering by 501 Robson Residential Partnership for the sale of strata lots to be located at the property which is proposed to be municipally described as 777 Richards Street (currently municipally described as 775 Richards Street), Vancouver, British Columbia, in a development known as "**TELUS Garden**" (the "**Development**").*

DEVELOPER:

Name: 501 Robson Residential Partnership (the "**Developer**")

Address for Service: c/o Kornfeld LLP
1100 One Bentall Centre
505 Burrard Street, Box 11
Vancouver, British Columbia V7X 1M5
Attention: E. Neil Kornfeld, Q.C.

Developer's Business and Mailing Address: Suite 501 – 1067 West Cordova Street
Vancouver, British Columbia V6C 1C7

Developer's Real Estate Agent: Magnum Projects Ltd.
401 – 128 West Pender Street
Vancouver, B.C. V6B 1R8

The Developer reserves the right to appoint additional or replacement agents or subagents and to use its own employees or employees of its holding corporation, who are not licensed under the *Real Estate Services Act*, to market the Strata Lots and the Development, in which case, such employees will be acting on behalf of the Developer and not be acting on behalf of the purchaser.

DISCLAIMER

THIS FIRST AMENDMENT 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 THIS FIRST AMENDMENT, OR WHETHER THE DISCLOSURE STATEMENT AS AMENDED BY THIS FIRST AMENDMENT CONTAINS A MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.

RIGHT OF RESCISSION

The right of rescission information set out below, in relation to section 21 of the *Real Estate Development Marketing Act*, applies **ONLY** to new purchasers who have not previously received a disclosure statement in respect of this development property. Purchasers who have previously received a prospectus or disclosure statement in respect of this development property acquired a right to rescind at that time and, pursuant to section 21(1)(b) of the *Real Estate Development Marketing Act*, do **NOT** have a further right to rescind, except 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 for the Development described herein. This notice does not affect any rights a purchaser may have under the purchaser's purchase agreement or at common law.

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

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

- (a) The Developer at the address shown in the disclosure statement received by the purchaser,
- (b) The Developer at the address shown in the purchaser's purchase agreement,
- (c) The Developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or
- (d) The Developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The Developer must promptly place 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.

AMENDMENTS

The Disclosure Statement is hereby amended as follows:

1. The cover page of the Disclosure Statement shall be amended by:
 - (a) deleting the reference to “Kornfeld Mackoff Silber LLP” in the Address for Service and replacing it with “Kornfeld LLP”; and
 - (b) deleting the sentence opposite from the heading entitled “Developer’s Real Estate Agent:” in its entirety and replacing it with:

“Magnum Properties Ltd.
401 – 128 West Pender Street
Vancouver, B.C. V6B 1R8”.
2. Section 1.1 entitled “**The Developer**” shall be amended by:
 - (a) inserting the following after reference to “British Columbia” in the second line: “on January 25, 2012, a filing for which was made with the B.C. Registrar of Companies on January 27, 2012 under registration number FM0575170”;
 - (b) inserting the following after the reference to “Richards GP Holdings Inc.” in subsection (1): “incorporated pursuant to the laws of the Province of British Columbia on October 18, 2011 under Incorporation number BC0922960”; and
 - (c) inserting the following at the end of subsection (2): “incorporated pursuant to the laws of the Province of British Columbia on October 11, 2011 under Incorporation Number BC0922454”.
3. Section 1.2 entitled “**Purpose**” shall be amended by deleting the second sentence in its entirety and replacing it with the following:

“The Developer is the beneficial owner of the Lands (as defined in Section 4.1 below) and legal title to the Lands is registered at the Land Title Office in the name of the Nominee (as defined in Section 4.2 below) as more particularly described in Section 4.2.”
4. Section 2.2 entitled “**Permitted Use for Strata Lots**” shall be amended by deleting the reference to “certain types of office use” in the fourth line of the third paragraph and replacing it with the following:

“commercial uses as permitted in the City’s Zoning and Development Bylaw and the Rezoning Bylaw and subject to Bylaw 34, as described in more particular detail in Exhibit “D””.
5. Section 3.5 entitled “**Bylaws**” shall be amended by inserting the following after subsection (b):

“The bylaws at Section 34 restrict the Office Strata Lots from being used for the purpose of operating an office, clinic or business for the provision of medical, dental, veterinary or massage services.”

6. Section 3.6 entitled “**Parking**” shall be amended by deleting the reference to “329 parking stalls” in the first line of the first paragraph and replacing it with “338 parking stalls”.
7. Section 3.8(4) entitled “**Cost Sharing for the Project**” shall be amended by:
 - (a) deleting reference to “89%” in the fifth line of the paragraph immediately following subsection (e) on page 22 and replacing it with “91.6%”; and
 - (b) inserting the following at the end of the paragraph immediately following subsection (e) on page 22:

“It is intended that the Owners of the Strata Lots and the Strata Corporation will have the shared use of elevators within the Retail Component, for access to the bicycle storage area that is intended to be situated within the Retail Component on floor P1 and the Strata Corporation will be responsible for paying 6.26% of the costs and expenses of the management, operation, maintenance, repair and replacement of such elevators.”.
8. Section 3.9(1) entitled “**Heat Recovery Energy System**” shall be amended as follows:
 - (a) by deleting the references to “hot water” in the first line of the first paragraph and in the third and tenth lines of the second paragraph and replacing each such reference with “domestic hot water heating services”;
 - (b) by inserting “and the Remainder Lands” after the reference to “Office Development” on the fourth line of the first paragraph;
 - (c) by deleting the reference to “Heat Energy Recovery System” in the seventh and eighth line of the first paragraph and replacing it with “Heat Recovery Energy System”;
 - (d) by deleting the reference to “Heat Energy Services Agreement” in the sixteenth line of the first paragraph and replacing it with “Heat Recovery Energy Services Agreement”;
 - (e) by inserting “will be for an initial term of 20 years and” after the reference to “Heat Recovery Energy Services Agreement” in the first line of the second paragraph; and
 - (f) by inserting “of four years” after the reference to “initial period” in the second line of the second paragraph.
9. Section 4.2 entitled “**Ownership**” shall be deleted in its entirety and replaced with the following:

“501 Robson Property Inc. (formerly known as 0922461 B.C. Ltd.) (the “**Nominee**”) is the registered owner of the Lands and holds registered title to the Lands as bare trustee, nominee and agent of the Developer.”
10. Section 4.3 entitled “**Existing Encumbrances and Legal Notations**” shall be amended by:
 - (a) deleting subsections (b), (c), (d), (e) and (f) in their entirety;

- (b) inserting the following after subsection (a):
- “(a.1) **Benefit of Easement CA2595957 over the Existing TELUS Office Lands.** This Easement permits the owner of the Lands to encroach upon the air space above the highest permanent structure on the Existing TELUS Office Lands for the purpose of the operation of a crane on the Lands; and
- (a.2) **Benefit of Easements BB1495981, BB1495982 and BB1495983 over the Kingston Hotel Lands.** This Easement permits the owner of the Lands to install undersurface anchors, rods and underpinning on or under the Kingston Hotel Lands and to encroach upon the air space above the highest permanent elevation of any structure on the Kingston Hotel Lands for the purpose of the operation of a crane on the Lands;”;
- (c) inserting the following after subsection (w):
- “(x) **Easement CA2595958** registered on June 13, 2012 appurtenant to the Existing TELUS Office Lands. This Easement permits the owner of Existing TELUS Office Lands to encroach upon the air space above the highest permanent elevation of any structure on the Lands for the purpose of the operation of a crane on the Existing TELUS Office Lands;
- (y) **Mortgage CA2631357 and Assignment of Rents CA2631358** registered on June 29, 2012 in favour of TELUS Corporation (collectively, the “**TELUS Mortgage**”). This TELUS Mortgage comprises a part of the TELUS Security, referred to in Section 6.2. TELUS Corporation will provide a partial discharge of this TELUS Mortgage from title to a Strata Lot within a reasonable period following the completion of the purchase and sale of such Strata Lot and the receipt by the Lenders (as defined in Section 6.2) of the net sales proceeds thereof;
- (z) **Restrictive Covenants BB1495978 and BB1495979** registered on August 13, 2012 appurtenant to the Kingston Hotel Lands. These Restrictive Covenants restrict the owner of the Lands from constructing any occupiable interior area within certain areas and at certain elevations of the Lands, which areas and elevations are intended to be a part of the Remainder Lands, as specified in the charge, and do not affect any areas of any of the Strata Lots;
- (aa) **Easement BB1495983** registered on August 13, 2012 appurtenant to the Kingston Hotel Lands. This Easement permits the owner of the Kingston Hotel Lands to install undersurface anchors, rods and underpinning on or under the Lands and to encroach upon the air space above the highest permanent elevation of any structure on the Lands for the purpose of the operation of a crane on the Kingston Hotel Lands;

- (bb) **Covenant CA2725422** registered on August 20, 2012 in favour of the City of Vancouver. This Section 219 Covenant restricts the owner of the Lands from applying for an occupancy permit for the Project until such time as the owner of the Lands has executed and entered into certain further agreements in favour of the City to secure the obligations of such owner for, *inter alia*, the operation and management of certain elements of the Project with respect to: lane access, loading space management, storm water and sewer services, provision of lane bollards and access for the Kingston Hotel Lands to gain access through the Project Parking Facility (as contemplated in the proposed encumbrance under Section 4.4(i));
 - (cc) **Priority Agreement CA2725423** registered on August 20, 2012 in favour of the City of Vancouver granting Covenant CA2725422 priority over the TELUS Security referred to in subsection (y) above;
 - (dd) **Mortgage CA2755283 and Assignment of Rents CA275584** registered on September 5, 2012 in favour of HSBC Bank Canada (collectively, the “**Construction Mortgage**”). This Construction Mortgage comprises a part of the Construction Security referred to in Section 6.2 and the Lenders will provide a partial discharge of this Construction Mortgage from title to a Strata Lot within a reasonable period following the completion of the purchase and sale of such Strata Lot and the receipt by the Lenders (as defined in Section 6.2) of the net sales proceeds thereof;
 - (ee) **Priority Agreements CA2755475 and CA2755476** registered on September 5, 2012 granting Mortgage CA275583 and Assignment of Rents CA275584 priority over the TELUS Mortgage.”;
 - (ff) **Mortgage CA2890080 and Assignment of Rents CA2890081** registered on November 29, 2012 in favour of Aviva Insurance Company of Canada (collectively, the “**Aviva Mortgage**”). This Aviva Mortgage comprises a part of the Deposit Protection Security referred to in Section 7.1(3) and Aviva will provide a partial discharge of the Aviva Mortgage from title to a Strata Lot within a reasonable period following completion of the purchase and sale of such Strata Lot; and
 - (gg) **Priority Agreements CA2890090 and CA2890091** registered on November 29, 2012 in favour of Aviva granting the Aviva Mortgage priority over the TELUS Mortgage.”
11. Section 4.4(1) entitled “**Proposed Encumbrances**” shall be amended by inserting the following after subsection (t):
- “(u) one or more priority agreements in favour of HSBC Bank Canada granting the Construction Mortgage priority over the Aviva Mortgage.”

12. Section 5.1 entitled “**Construction Dates**” shall be deleted in its entirety and replaced with the following:

“Construction of the Development commenced on June 15, 2012 and the estimated date for the completion of construction of the entire Development is November 15, 2015.

The Developer anticipates obtaining occupancy permits (whether temporary, conditional or final) (the “**Occupancy Permits**” and each, an “**Occupancy Permit**”) from the City of Vancouver for individual Strata Lots on a phased basis with the first of such permits expected to be issued by August 15, 2015, with an Occupancy Permit for all Strata Lots having been issued by the City by the estimated construction completion date as set out above. The closing date for the purchase and sale of an individual Strata Lot pursuant to a Purchase Contract may be linked to the Occupancy Permit issuance date for such Strata Lot and accordingly, such Strata Lot closing date may occur prior to the estimated or actual completion of construction of the entire Development.”

13. Section 6.1 entitled “**Development Approval**” shall be amended by deleting the second paragraph in its entirety and replacing it with the following:

“A building permit for the Project was issued by the City on September 6, 2012 under No. BU 453395”.

14. Section 6.2 entitled “**Construction Financing and TELUS Financing**” shall be amended by:

- (a) deleting the third sentence in its entirety and replacing it with the following:

“Title to the Lands are, and once created, the Strata Lots and Common Property, will be subject to the Construction Mortgage, as described in subsection 4.3(dd), which are in favour of the Lenders and/or such other security required by the Lenders with respect to the Construction Financing (collectively, the “**Construction Security**”) and title to the Lands are, and once created, the Strata Lots and Common Property will be subject to the TELUS Mortgage, as described in subsection 4.3(y), which are in favour of TELUS Corporation and/or such other security required by the Lenders with respect to the TELUS Financing (collectively, the “**TELUS Security**”).”; and

- (b) inserting the following after the last sentence:

“The Developer will also be entering into a Deposit Protection Contract with Aviva Insurance Company of Canada to permit the Developer to use the deposits from purchasers of Strata Lots for purposes related to the Development in accordance with the Act, which Deposit Protection Contract and security therefor are described in more particular detail under subsection 7.1(3).”.

15. Section 7.1 entitled “**Deposits**” shall be amended by:

- (a) deleting reference to “Kornfeld Mackoff Silber LLP” in the first paragraph of subsection (1) and replacing it with “Kornfeld LLP (formerly known as Kornfeld Mackoff Silber LLP)”; and
- (b) inserting the following as subsection (3):

“The Developer will be entering a Deposit Protection Contract (the “**Deposit Protection Contract**”) with Aviva Insurance Company of Canada (“**Aviva**”), the form of which Deposit Protection Contract is attached hereto as Exhibit “K”, in relation to the deposits being held in trust for the purchase of the Strata Lots. The contact information for Aviva is as follows:

Aviva Insurance Company of Canada
#1100, 1125 Howe Street
Vancouver, B.C. V6Z 2Y6
Tel: (604) 669-3212
Fax: (604) 408-1001

Upon confirmation of the registration of the Aviva Mortgage and other Deposit Protection Security (as defined below), the deposits may be released to the Developer and used for purposes related to the Development in accordance with the Act, including the construction and marketing of the Development. The Deposit Protection Contract insures the purchaser against the loss of the deposit paid by such purchaser for the purchase of a Strata Lot if the purchaser becomes entitled to the return of such deposit.

The Deposit Protection Contract will be effective on the date on which the Aviva Mortgage at the Land Title Office and the release by Kornfeld LLP (the holder of the deposits as stakeholder pursuant to each Purchase Contract) of all or some of the deposits paid.

The aggregate claim limit under the Deposit Protection Contract is \$55,000,000.00 and the per claim limit is the amount of each individual deposit that has been released to the Developer in respect of a Deposit Protection Contract.

Title to the Lands are, and once created, the Strata Lots and the Common Property, will be subject to the Aviva Mortgage described in Section 4.3(ff), being a collateral second mortgage, in favour of Aviva and other security required by Aviva with respect to the Deposit Protection Contract (the “**Deposit Protection Security**”). Pursuant to the terms of the Aviva Mortgage, Aviva will be required to partially discharge the Deposit Protection Security in respect of a Strata Lot within a reasonable period after the completion of the purchase and sale thereof to a Purchaser.”

16. Section 7.2 entitled “**Purchase Agreement**” shall be amended by:
- (a) deleting the first sentence of subsection (2) and replacing it with the following:

“The Developer anticipates obtaining phased Occupancy Permits for the Development and as such, the Completion Dates for the purchase and sale of the Strata Lots will occur during a period which is estimated to be between August 15, 2015 and November 15, 2015.”; and

- (b) inserting the following after the reference to “Purchase Contract” in the fifteenth and sixteenth line of the first paragraph of subsection (2):

“that has been entered into by a Purchaser prior to the date on which the Developer has filed an amendment to the Disclosure Statement setting out the particulars of the issued building permit for the Development.”.

17. Exhibit “A” entitled “**Draft Strata Plan**” shall be deleted in its entirety and replaced with the Draft Strata Plan attached hereto as Schedule “A”.
18. Exhibit “B” entitled “**Proposed Form V Schedule of Unit Entitlement**” shall be deleted in its entirety and replaced with the Proposed Form V Schedule of Unit Entitlement attached hereto as Schedule “B”.
19. Exhibit “C” entitled “**Proposed Form W Schedule of Voting Rights**” shall be deleted in its entirety and replaced with the Proposed Form W Schedule of Voting Rights attached hereto as Schedule “C”.
20. Exhibit “D” entitled “**Owner Developer’s Notice of Difference Bylaws**” shall be amended by inserting the following after Section 11:

“Division 10 – Non-Residential Strata Lot Use and Use Restrictions

33 Notwithstanding anything contained in these bylaws to the contrary, subject to Bylaw 34, no bylaw, rule or regulation of the strata corporation shall prohibit, prevent or impair the owner of a non-residential strata lot from:

(a) fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning or other applicable governmental bylaws and rules and regulations in effect from time to time, and without limiting the generality of the foregoing:

(1) the strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes as may be permitted pursuant to the applicable governmental zoning or other applicable governmental bylaws and rules and regulations in effect from time to time, provided that the activity carried on in a non-residential strata lot is not a breach of any such bylaws, rules or regulations;

(2) the strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot; and

(3) the strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering

into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot; and

34 No non-residential strata lot shall be used for the purpose of operating an office, clinic or business for the provision of medical, dental, massage or veterinary services.”

21. Exhibit “E” entitled “**Form of Parkade Option to Lease**” shall be amended by deleting all references to “0922461 B.C. Ltd.” therein and replacing them with “501 Robson Property Inc.”.
22. Exhibit “F” entitled “**Interim Budget and Monthly Assessments**” shall be deleted in its entirety and replaced with the Interim Budget and Monthly Assessments attached hereto as Schedule “D”.
23. Exhibit “G” entitled “**Contract of Purchase and Sale**” shall be deleted in its entirety and replaced with the Contract of Purchase and Sale attached hereto as Schedule “E”.
24. Exhibit “I” entitled “**Form of Amenity Option to Lease**” shall be amended by deleting all references to “0922461 B.C. Ltd.” therein and replacing them with “501 Robson Property Inc.”.
25. Exhibit “J” entitled “**Form of Amenity Services Agreement**” shall be amended by deleting the reference to “0922461 B.C. Ltd.” in Recital D and replacing it with “501 Robson Property Inc.”.
26. The Deposit Protection Contract referred to in Subsection 7.1(3) shall be inserted as Exhibit “K” to the Disclosure Statement in the form attached hereto as Schedule “F” and “Exhibit “K” Deposit Protection Contract” shall be inserted after the reference to “Exhibit “J” Form of Amenity Services Agreement” in the Table of Contents on Page 5 of the Disclosure Statement.
27. In all other respects, the Disclosure Statement remains unamended.

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this First Amendment is deemed to have relied on any false or misleading statement of a material fact contained in this First Amendment, 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 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 29, 2012.

DEVELOPER:

501 ROBSON RESIDENTIAL PARTNERSHIP
by its Partners:

RICHARDS GP HOLDINGS INC.

Per:

Authorized Signatory

0922454 B.C. LTD.

Per:

Authorized Signatory: Josh Blair

Per:

Authorized Signatory: Robert McFarlane

The Sole Director of Richards GP Holdings Inc.:

Ian Gillespie

The Directors of 0922454 B.C. Ltd.:

Josh Blair

Robert McFarlane

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Authorized Signatory

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DEVELOPER:

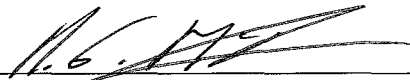
**501 ROBSON RESIDENTIAL PARTNERSHIP
by its Partners:**

RICHARDS GP HOLDINGS INC.

Per: _____
Authorized Signatory

0922454 B.C. LTD.

Per: _____
Authorized Signatory: Josh Blair

Per: 
Authorized Signatory: Robert McFarlane

The Sole Director of Richards GP Holdings Inc.:

Ian Gillespie

The Directors of 0922454 B.C. Ltd.:

Josh Blair



Robert McFarlane

SOLICITOR'S CERTIFICATE


I, Wesley Y.L. Chan, a member of the Law Society of British Columbia, HEREIN CERTIFY that I have read over the attached Disclosure Statement of 501 Robson Residential Partnership relating to the Development known as "TELUS Garden" being developed on those lands situated in Vancouver, British Columbia and legally described as:

Parcel Identifier: 028-779-592

Lot 1 Block 54 District Lot 541 Group 1 New Westminster District Plan BCP50275

and dated March 15, 2012, as amended by the First Amendment to the Disclosure Statement dated November 29, 2012, and that the facts contained in paragraphs 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

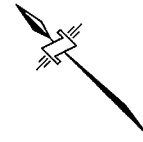
DATED at Vancouver, British Columbia, this 29th day of November, 2012.



Wesley Y.L. Chan

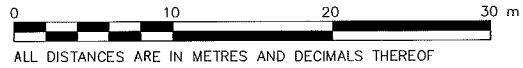
SCHEDULE "A"
DRAFT STRATA PLAN

PROPOSED STRATA PLAN OF
 AIR SPACE PARCEL 1 BLOCK 54
 DISTRICT LOT 541 GROUP 1
 NEW WESTMINSTER DISTRICT
 AIR SPACE PLAN EPP_ _ _



TELUS GARDENS
 CIVIC ADDRESS: 777 RICHARDS ST., VANCOUVER, BC

SCALE 1 : 300

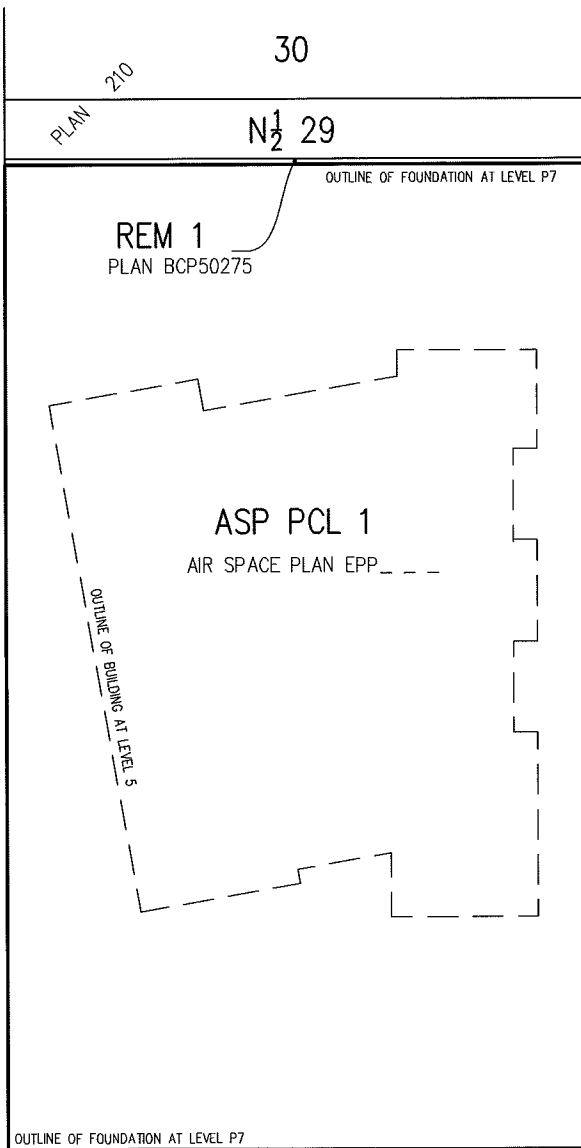


LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES LIMITED COMMON PROPERTY
- DENOTES MECHANICAL
- DENOTES PART
- DENOTES STRATA LOT
- DENOTES LCP FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



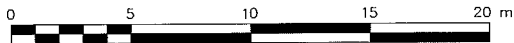
McELHANNEY ASSOCIATES
 LAND SURVEYING LTD.
 2300-13450 102 AVENUE
 SURREY, BC V3T 5X3
 TEL: 604-596-0391
 FILE: 2112-08111-18 R2
 DATE: 29 NOVEMBER 2012

THESE PLANS ARE BASED ON HENRIQUEZ
 PARTNERS PLANS ISSUED FOR 100% TENDER
 ON SEPTEMBER 4, 2012

PARKING LEVEL 7

SHEET 2 OF 59 SHEETS




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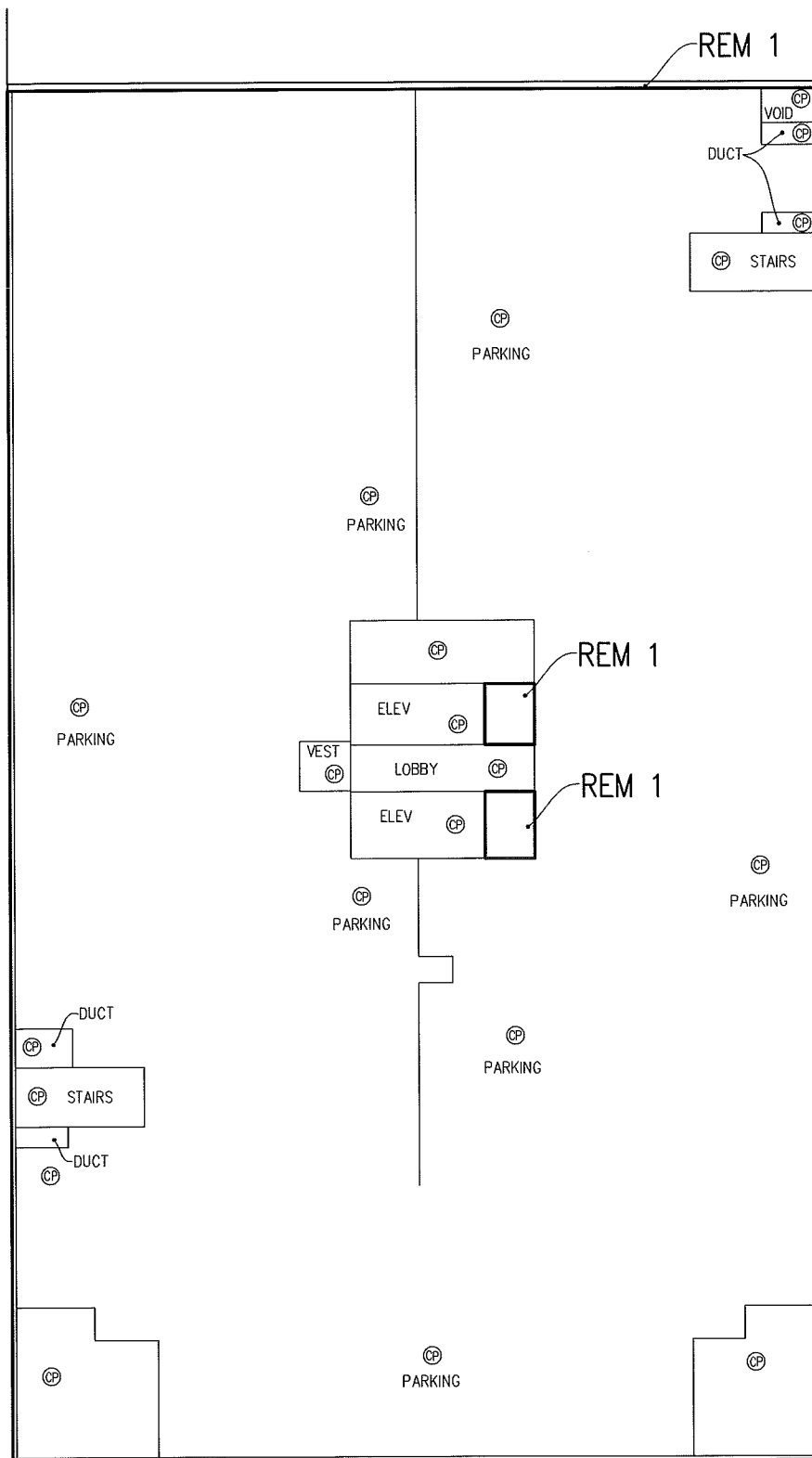


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

-  DENOTES COMMON PROPERTY
-  DENOTES ELEVATOR
-  DENOTES VESTIBULE



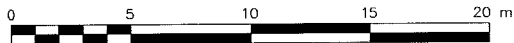
AREA OF COMMON PROPERTY ON LEVEL P7=2,232.3 m²

McELHANNNEY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012

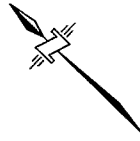
PARKING LEVEL 6

SHEET 3 OF 59 SHEETS




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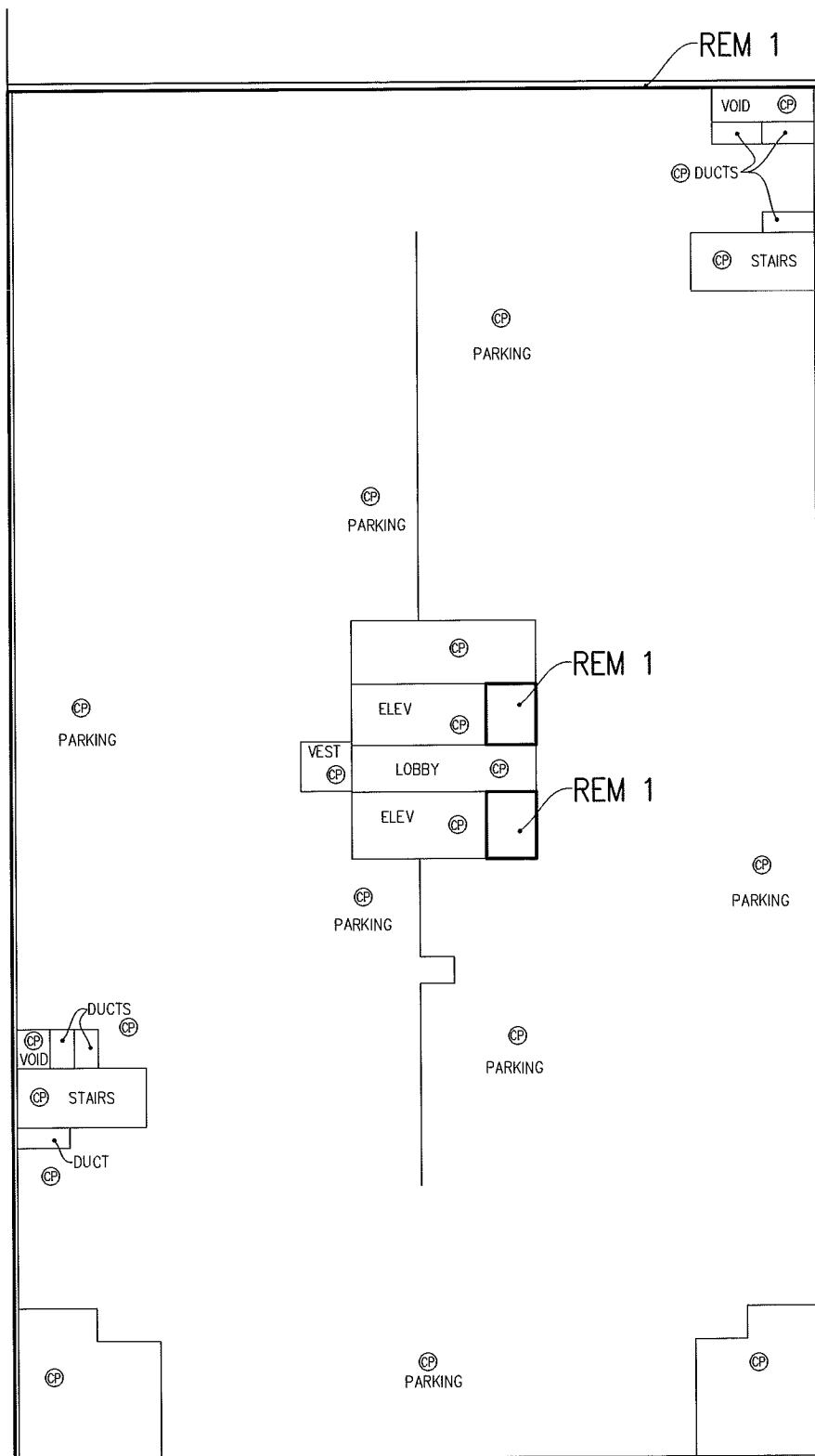


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

-  DENOTES COMMON PROPERTY
-  DENOTES ELEVATOR
-  DENOTES VESTIBULE



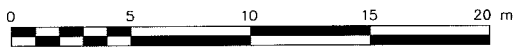
AREA OF COMMON PROPERTY ON LEVEL P6=2,232.3 m²

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012

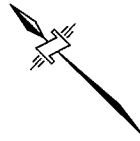
PARKING LEVEL 5

SHEET 4 OF 59 SHEETS




SCALE 1 : 200

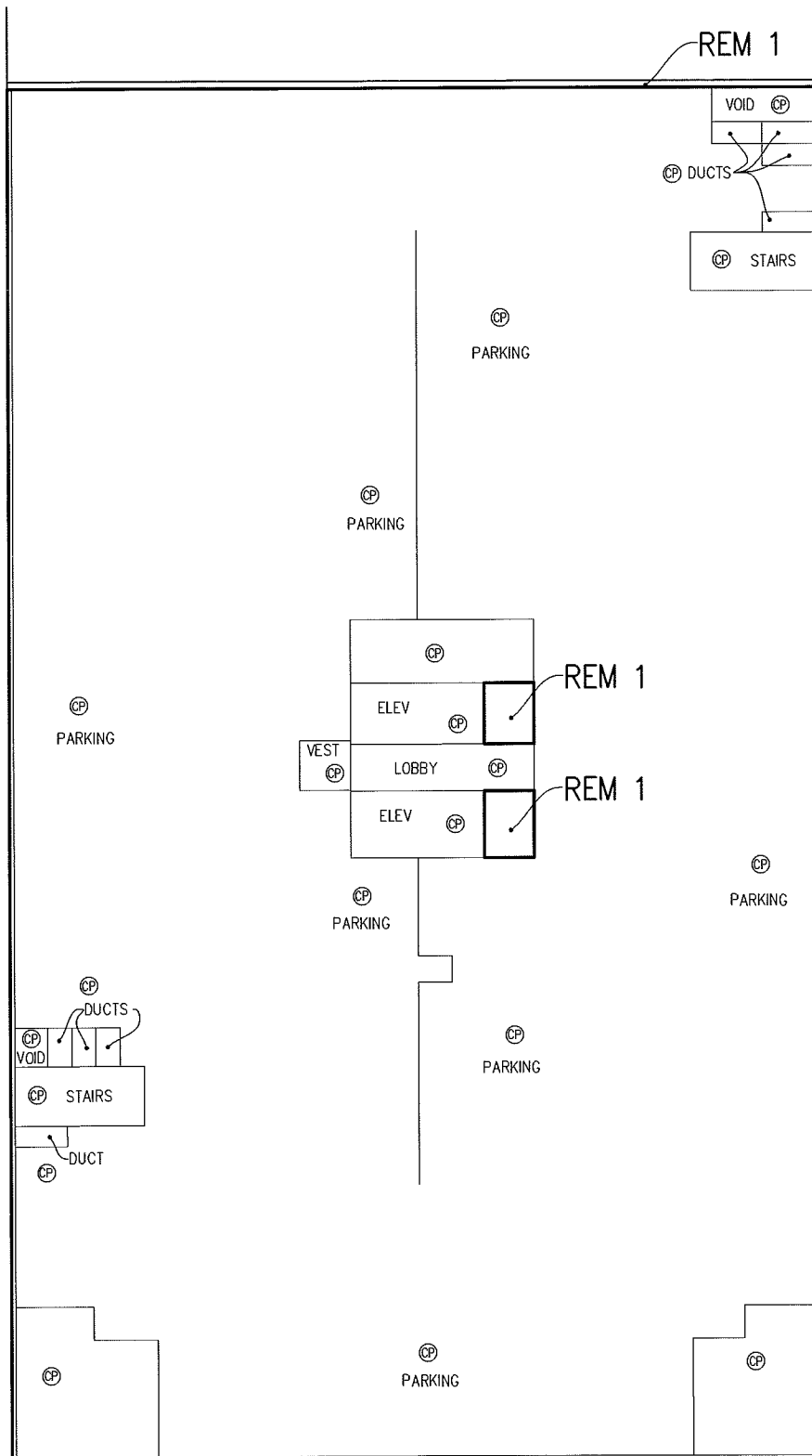


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

-  DENOTES COMMON PROPERTY
-  DENOTES ELEVATOR
-  DENOTES VESTIBULE



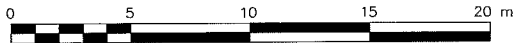
AREA OF COMMON PROPERTY ON LEVEL P5=2,232.3 m²

McELHANNAY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012

PARKING LEVEL 4

SHEET 5 OF 59 SHEETS




SCALE 1 : 200

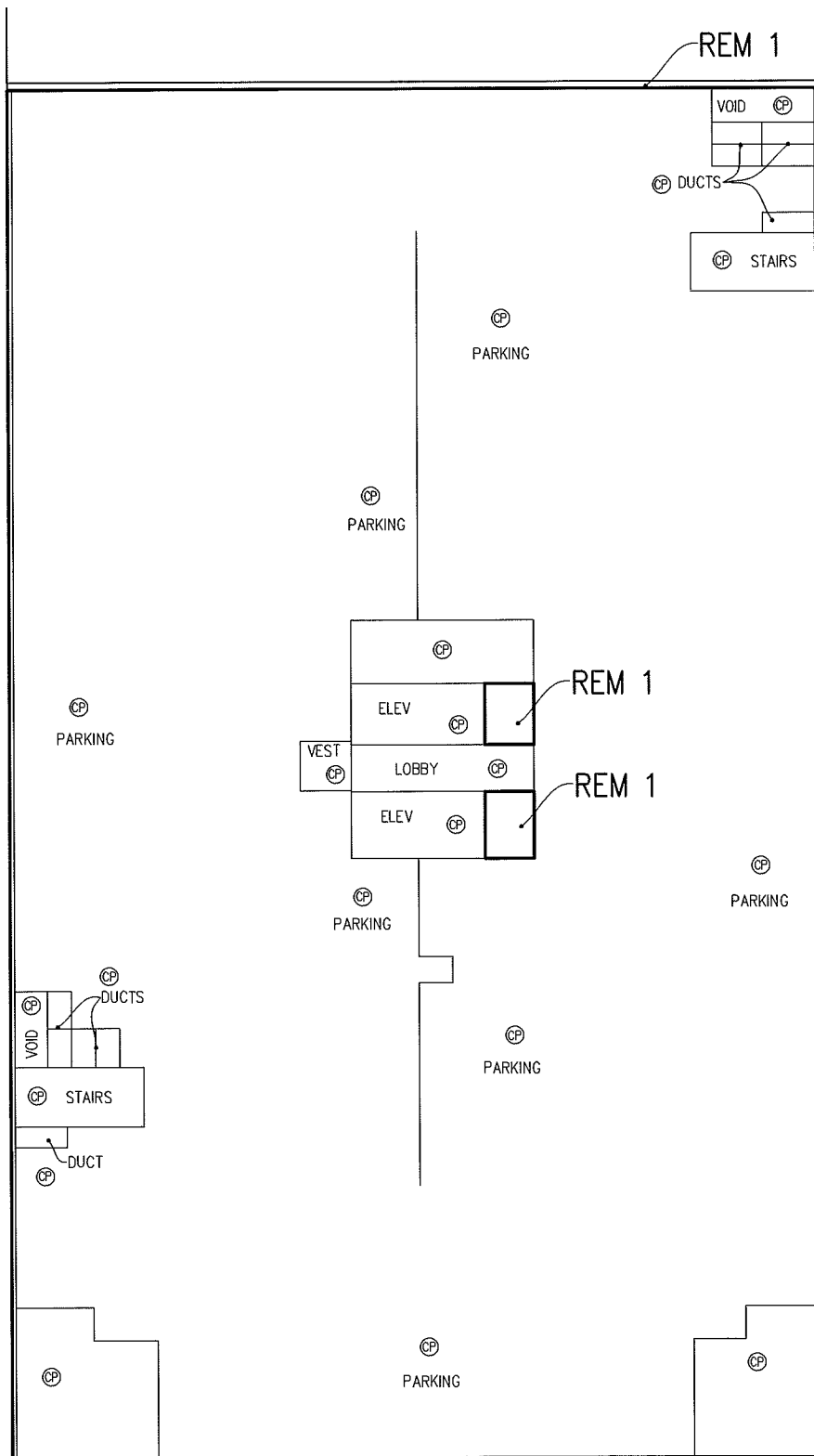


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

-  DENOTES COMMON PROPERTY
-  DENOTES ELEVATOR
-  DENOTES VESTIBULE



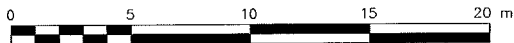
AREA OF COMMON PROPERTY ON LEVEL P4=2,232.3 m²

McELHANNAY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012

PARKING LEVEL 3

SHEET 6 OF 59 SHEETS

SCALE 1 : 200

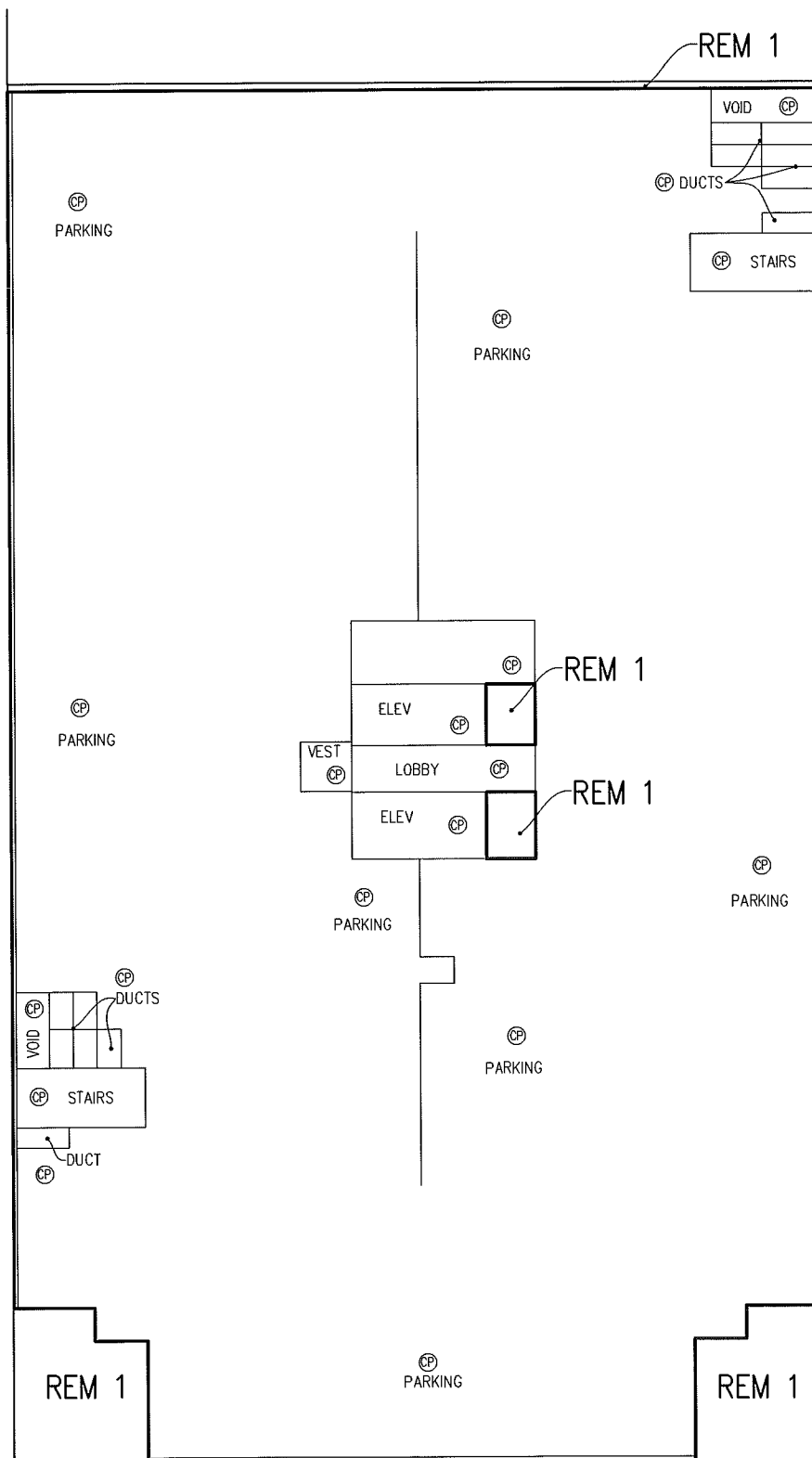


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEV DENOTES ELEVATOR
- VEST DENOTES VESTIBULE
- DENOTES COMMON PROPERTY
- DENOTES ELEVATOR
- DENOTES VESTIBULE



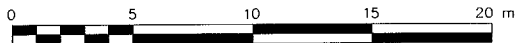
AREA OF COMMON PROPERTY ON LEVEL P3=2,161.3 m2

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012

PARKING LEVEL 2

SHEET 7 OF 59 SHEETS

SCALE 1 : 200

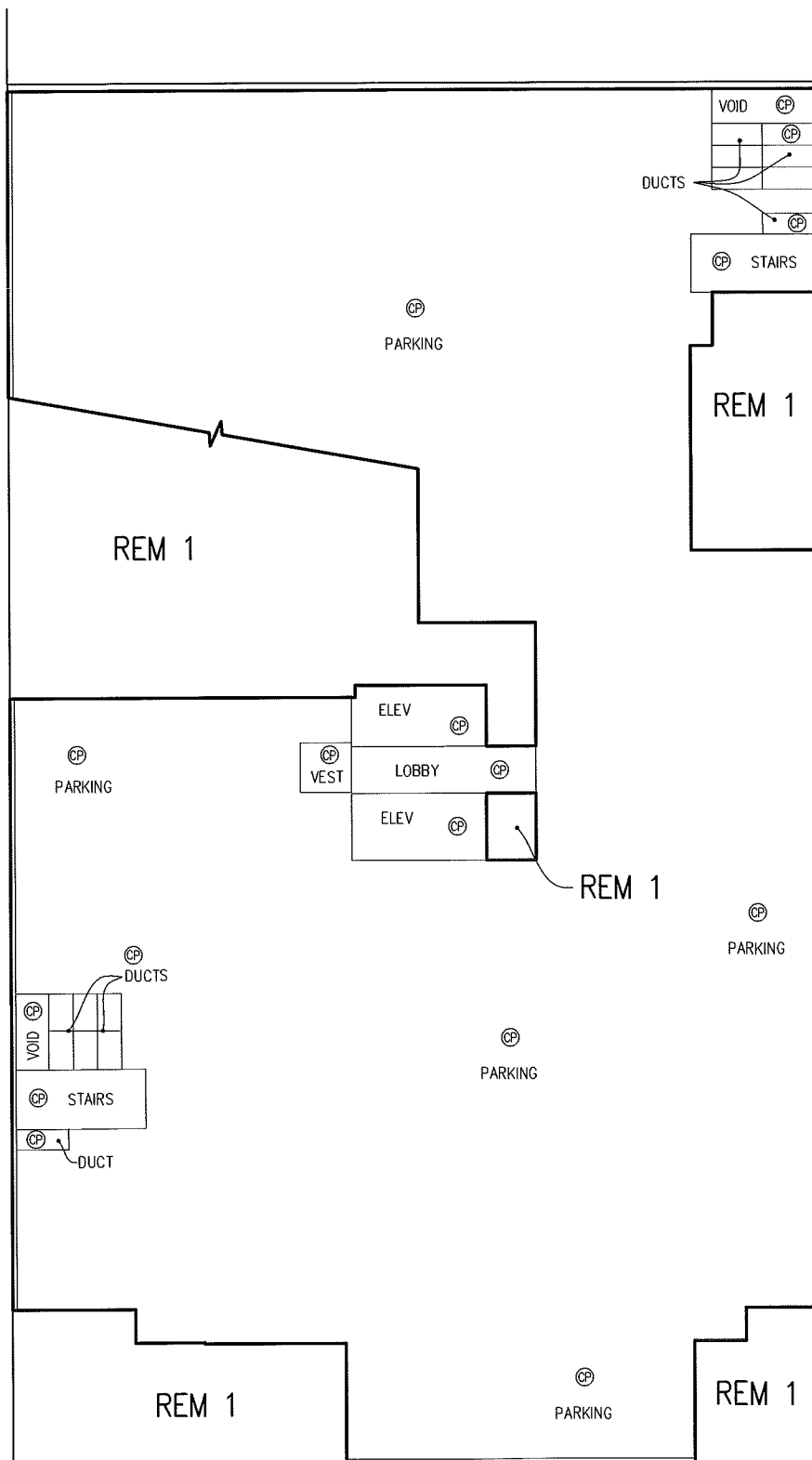


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

- ⊕ DENOTES COMMON PROPERTY
- ELEV ——— DENOTES ELEVATOR
- VEST ——— DENOTES VESTIBULE



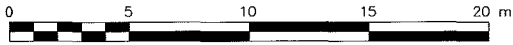
AREA OF COMMON PROPERTY ON LEVEL P2=1,816.4 m2

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012

PARKING LEVEL 1

SHEET 8 OF 59 SHEETS

SCALE 1 : 200

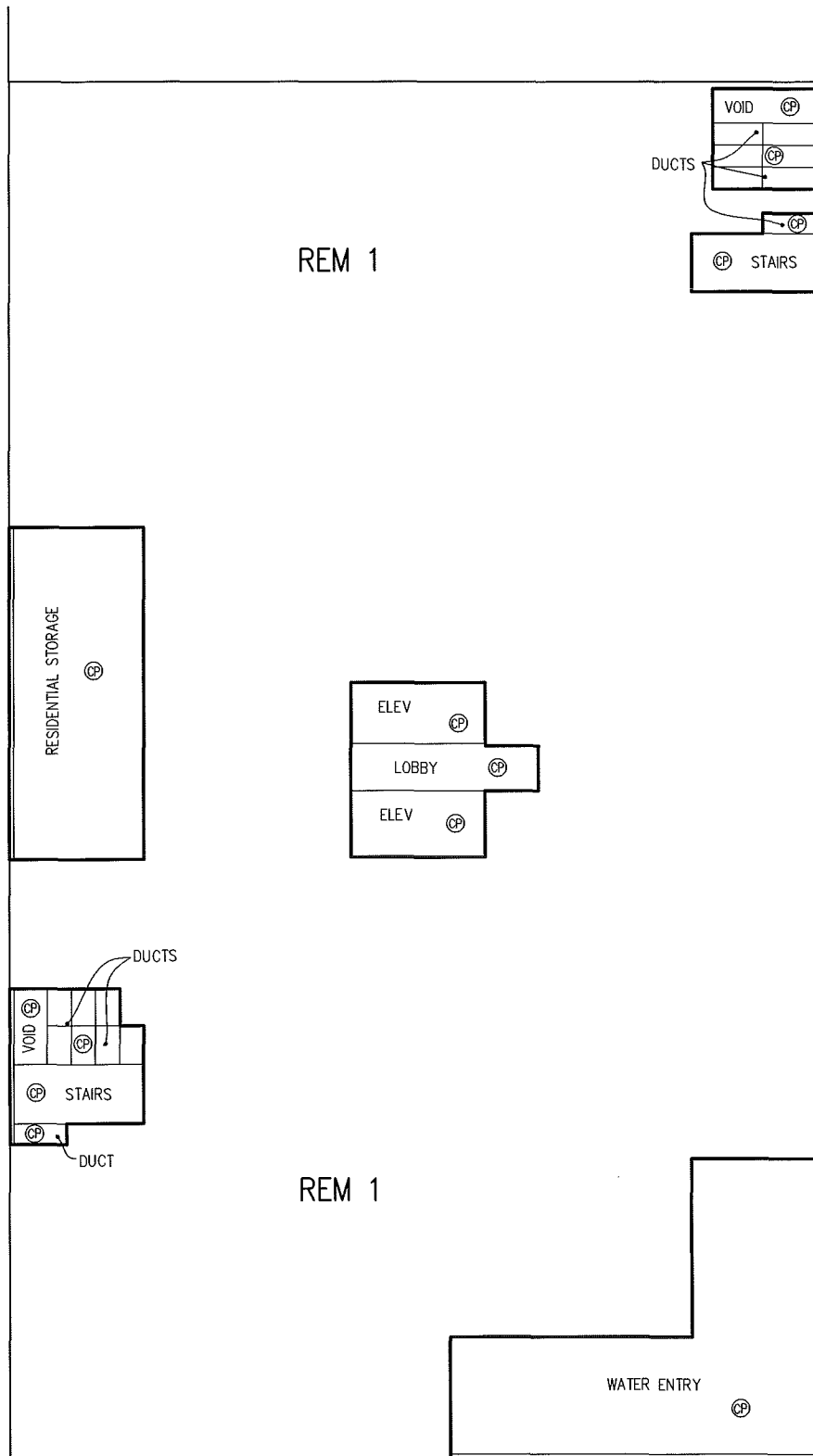


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- Ⓢ DENOTES ELEVATOR
- DENOTES COMMON PROPERTY
- DENOTES ELEVATOR



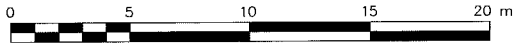
AREA OF COMMON PROPERTY ON LEVEL P1=348.7 m²

McELHANEY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012

PARKING LEVEL 1 PARTIAL

SHEET 9 OF 59 SHEETS

SCALE 1 : 200

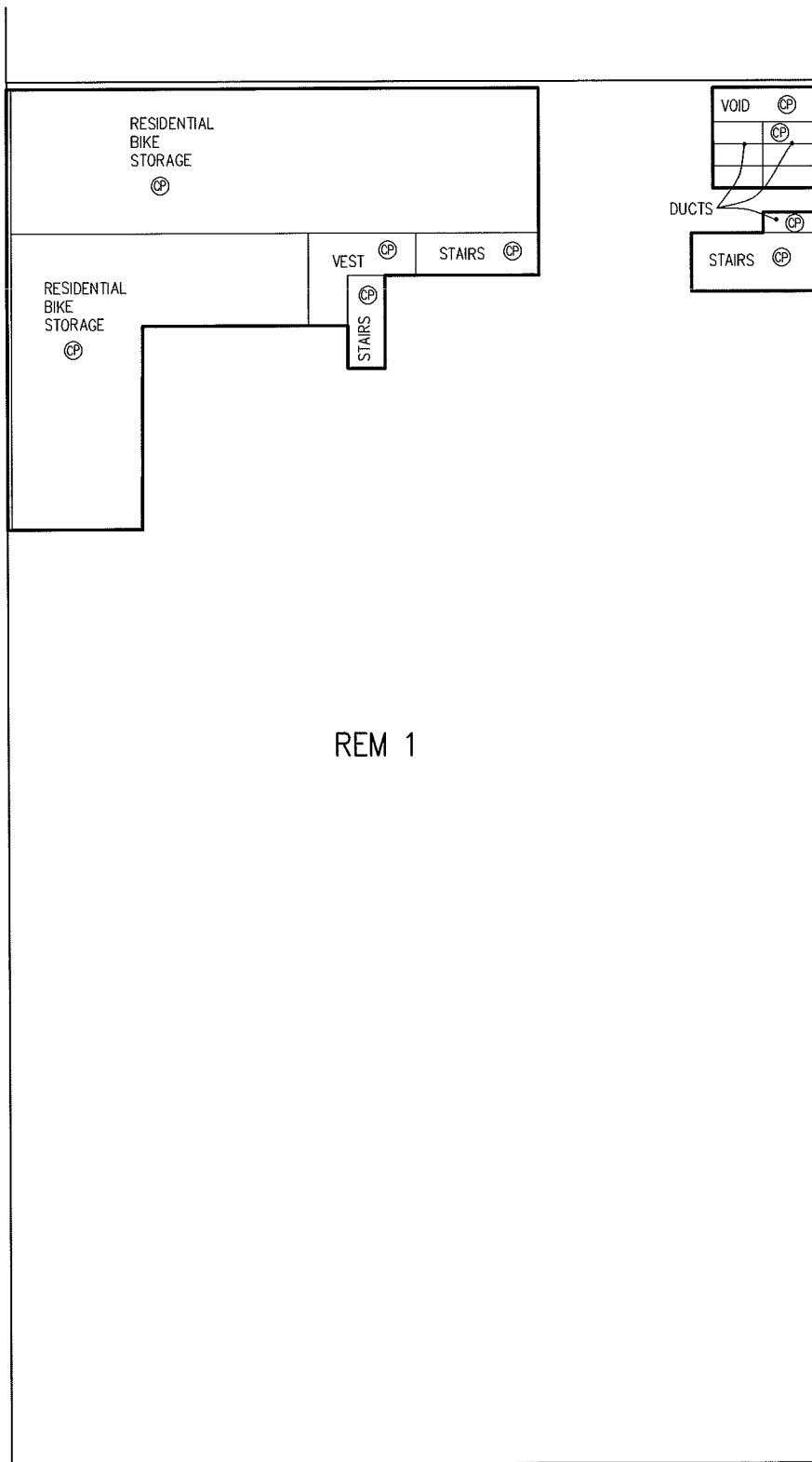


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

- ⊕ DENOTES COMMON PROPERTY
- ELEV DENOTES ELEVATOR
- VEST DENOTES VESTIBULE



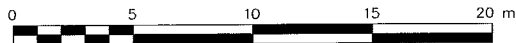
AREA OF COMMON PROPERTY ON LEVEL P1 PARTIAL=334.9 m2

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012

PARKING LEVEL 1 MEZZANINE

SHEET 10 OF 59 SHEETS

SCALE 1 : 200

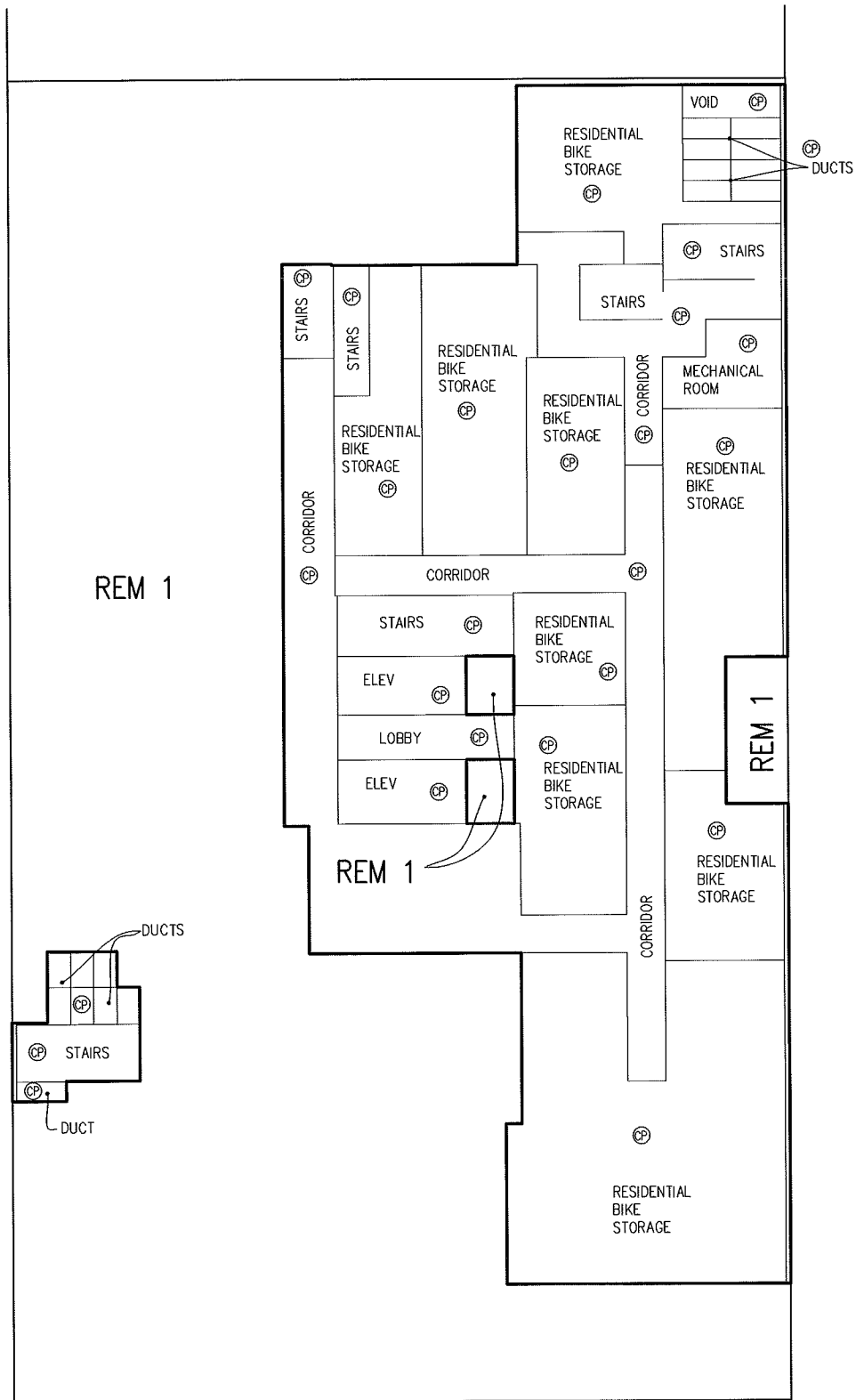


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELEVATOR
- DENOTES VESTIBULE



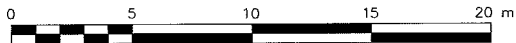
AREA OF COMMON PROPERTY ON LEVEL P1 MEZZANINE=1,065.8 m2

McELHANNAY ASSOCIATES
 LAND SURVEYING LTD.
 FILE: 2112-08111-18 R2
 DATE: 29 NOV 2012

LEVEL 1 (FLOOR 1)

SHEET 11 OF 59 SHEETS

SCALE 1 : 200

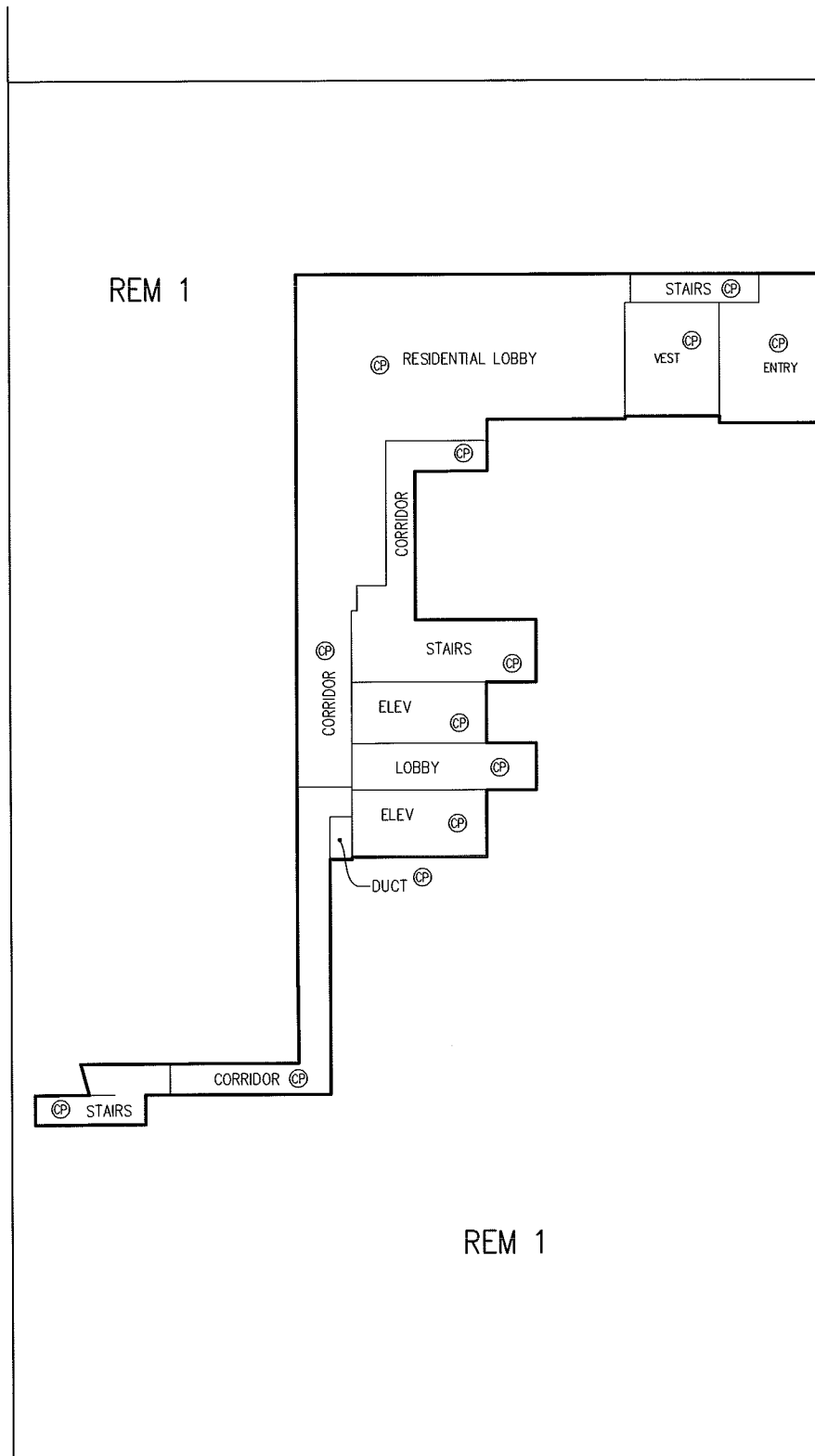


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELEVATOR
- DENOTES VESTIBULE



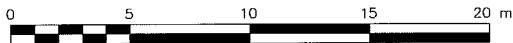
AREA OF COMMON PROPERTY ON LEVEL 1 (FLOOR 1)=323.5 m2

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012

LEVEL 1 MEZZANINE

SHEET 12 OF 59 SHEETS

SCALE 1 : 200

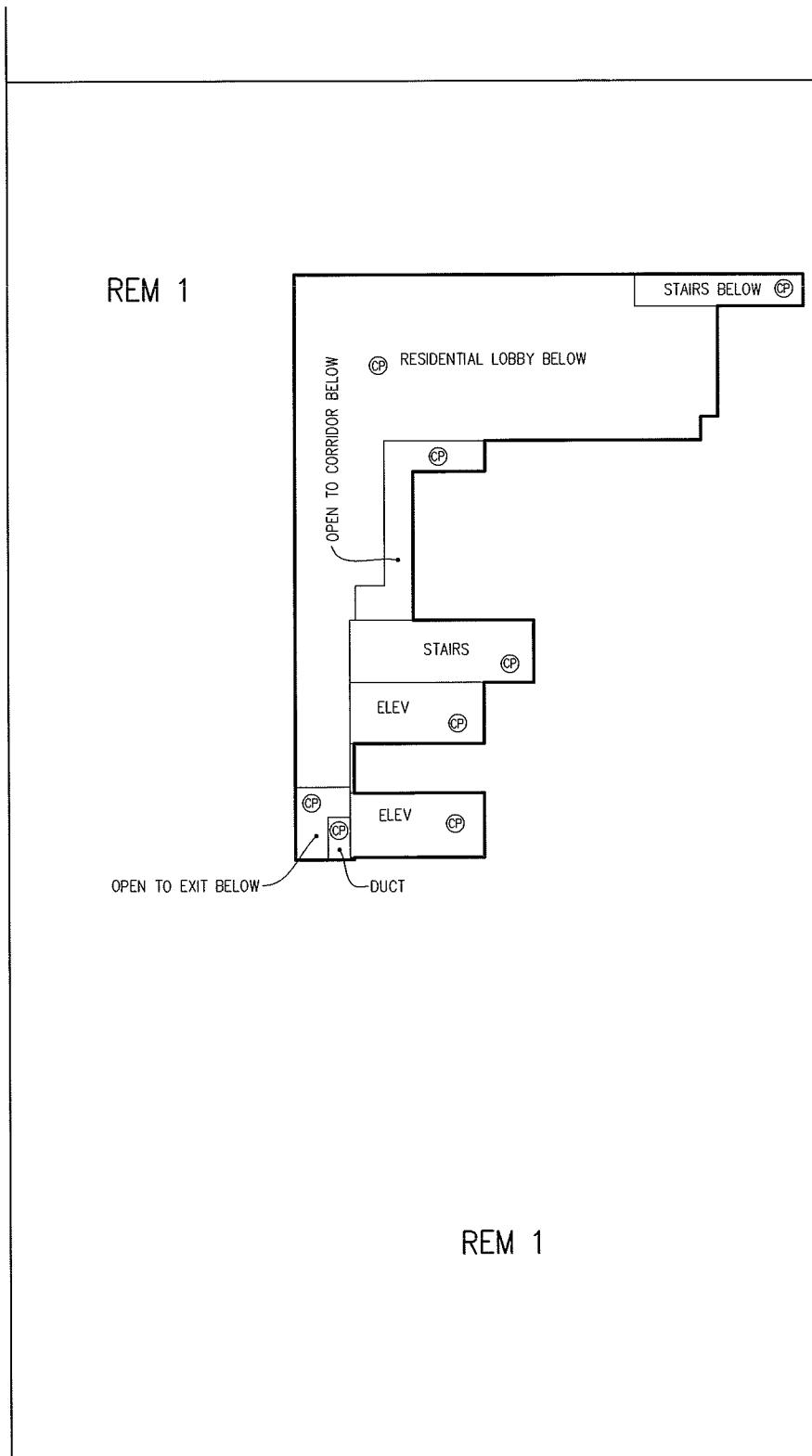


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEV DENOTES ELEVATOR



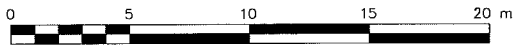
AREA OF COMMON PROPERTY ON LEVEL 1 MEZZANINE=282.7 m²

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012

LEVEL 2 (FLOOR 2)

SHEET 13 OF 59 SHEETS

SCALE 1 : 200

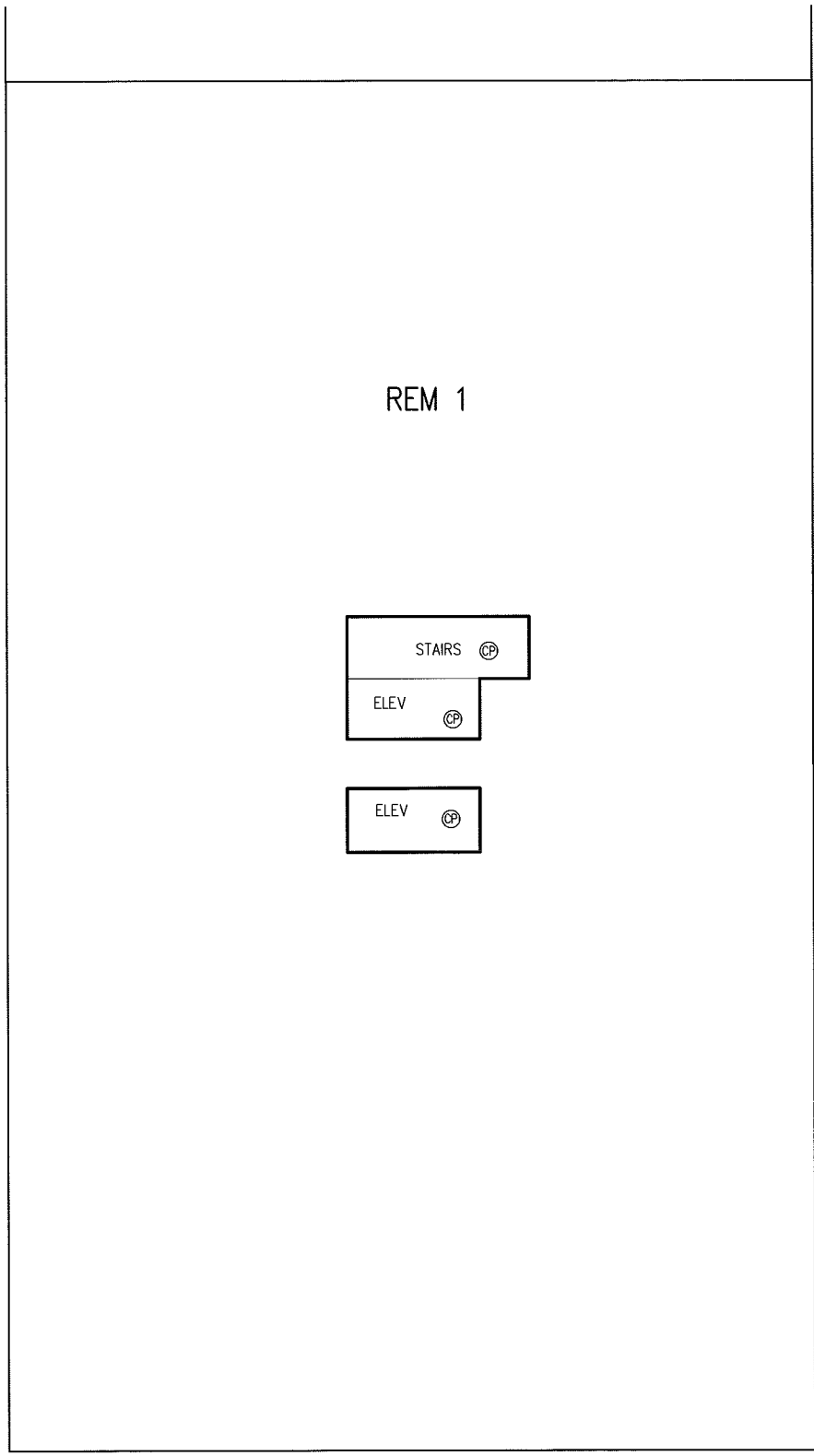


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEV DENOTES ELEVATOR



AREA OF COMMON PROPERTY ON LEVEL 2 (FLOOR 2)=58.0 m²

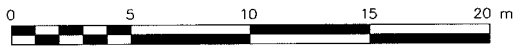
McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012



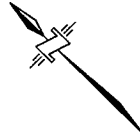
LEVEL 2 MEZZANINE (FLOOR 3)

SHEET 14 OF 59 SHEETS



SCALE 1 : 200

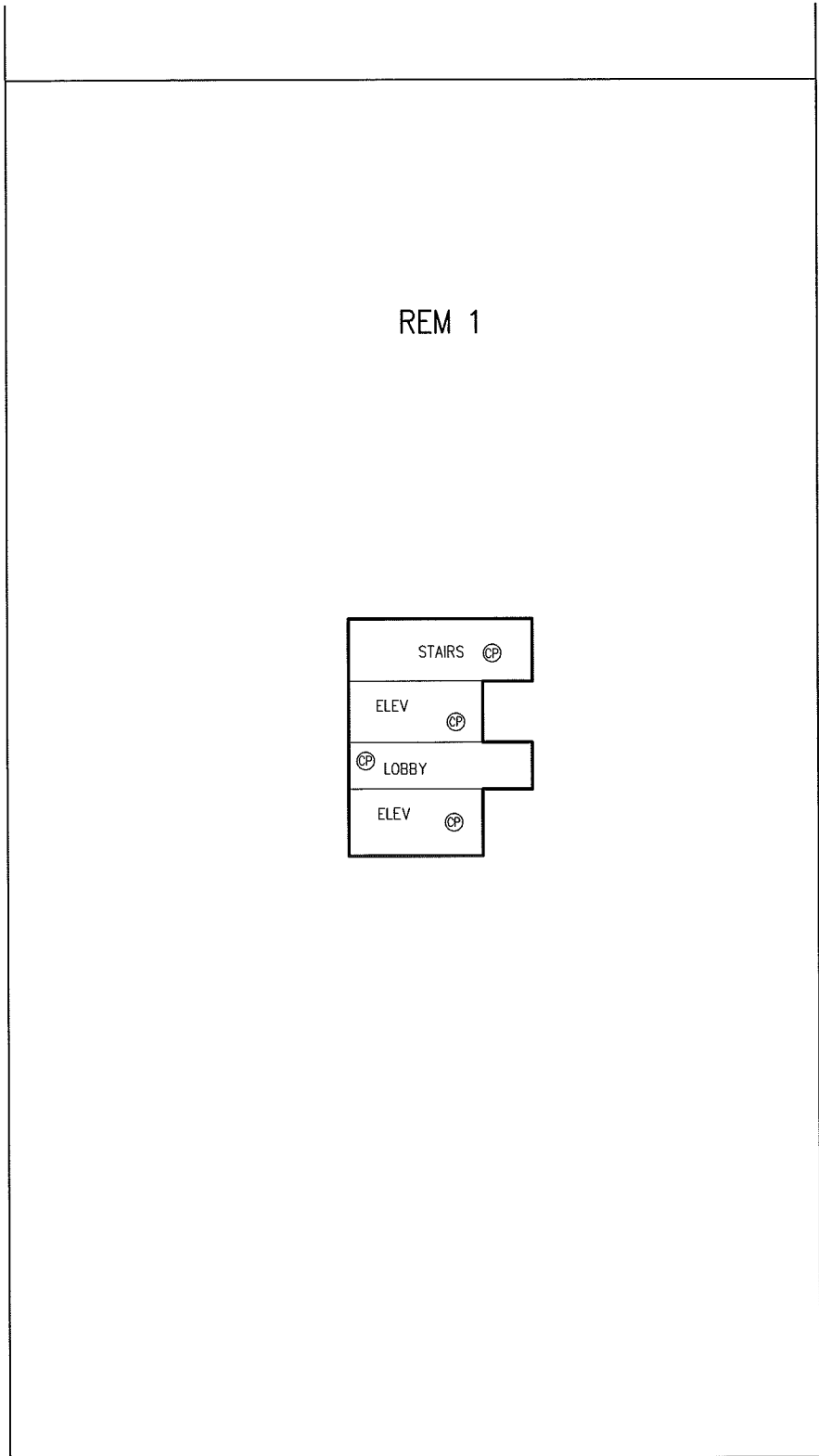


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

-  DENOTES COMMON PROPERTY
-  DENOTES ELEVATOR



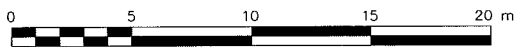
AREA OF COMMON PROPERTY ON LEVEL 2 MEZZANINE (FLOOR 3)=72.3 m²

McELHANNAY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012



LEVEL 3 (FLOOR 5)

SCALE 1 : 200



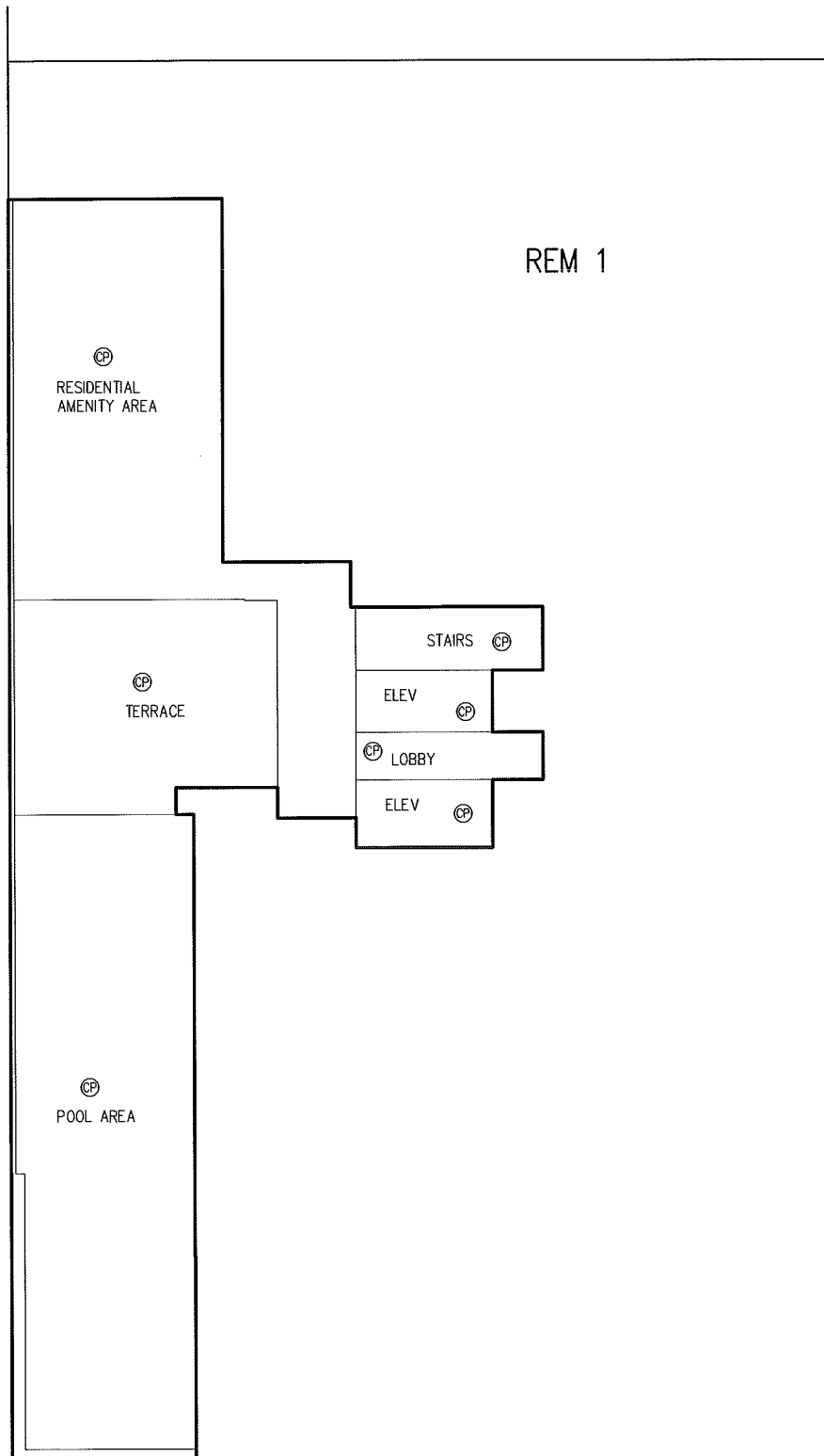
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

Ⓢ DENOTES COMMON PROPERTY
ELEV

—— DENOTES COMMON PROPERTY
—— DENOTES ELEVATOR



AREA OF COMMON PROPERTY ON LEVEL 3 (FLOOR 5)=615.3 m²

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012

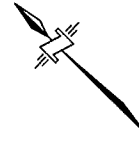


LEVEL 4 (FLOOR 6)

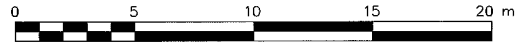
LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- PT DENOTES PART
- SL DENOTES STRATA LOT
- Ⓢ(31) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:
 -TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
 -TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
 -TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
 -TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

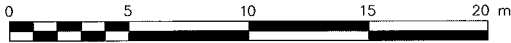


AREA OF COMMON PROPERTY ON LEVEL 4 (FLOOR 6)=804.0 m²

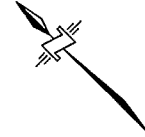
McELHANNEY ASSOCIATES
 LAND SURVEYING LTD.
 FILE: 2112-08111-18 R2
 DATE: 29 NOV 2012

LEVEL 5 (FLOOR 7)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

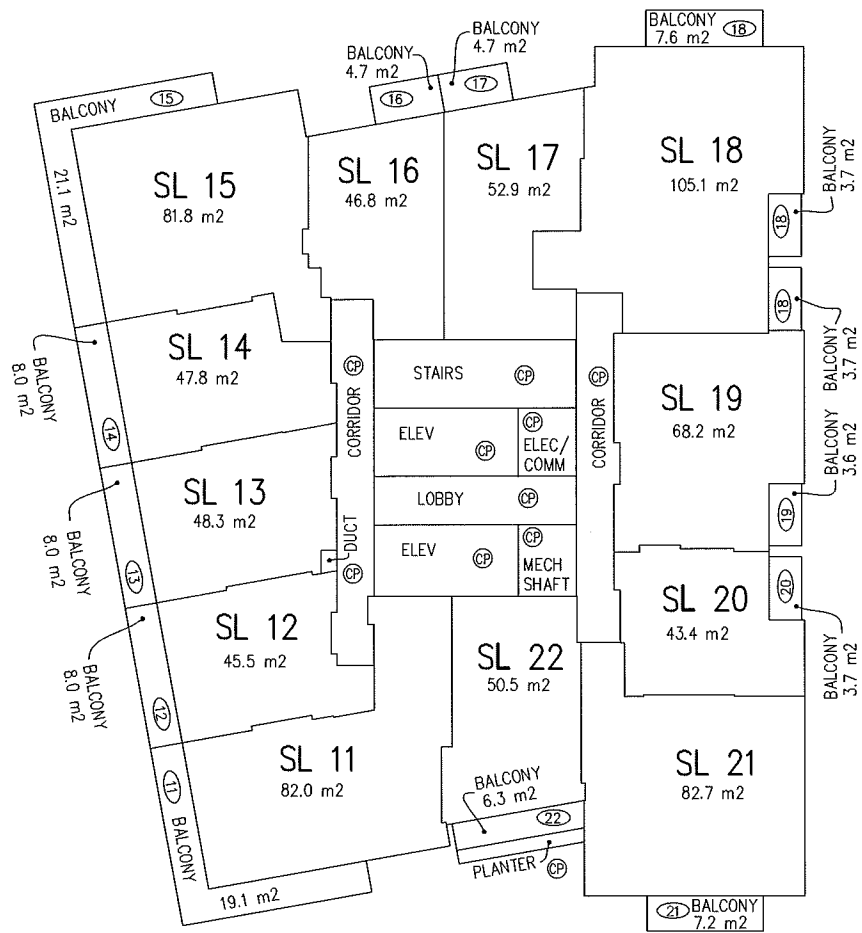


LEGEND

- CP ——— DENOTES COMMON PROPERTY
- ELEC/COMM ——— DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV ——— DENOTES ELEVATOR
- MECH ——— DENOTES MECHANICAL ROOM
- SL ——— DENOTES STRATA LOT
- 31 ——— DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

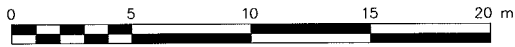
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 5 (FLOOR 7)=145.5 m²

LEVEL 6 (FLOOR 8)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

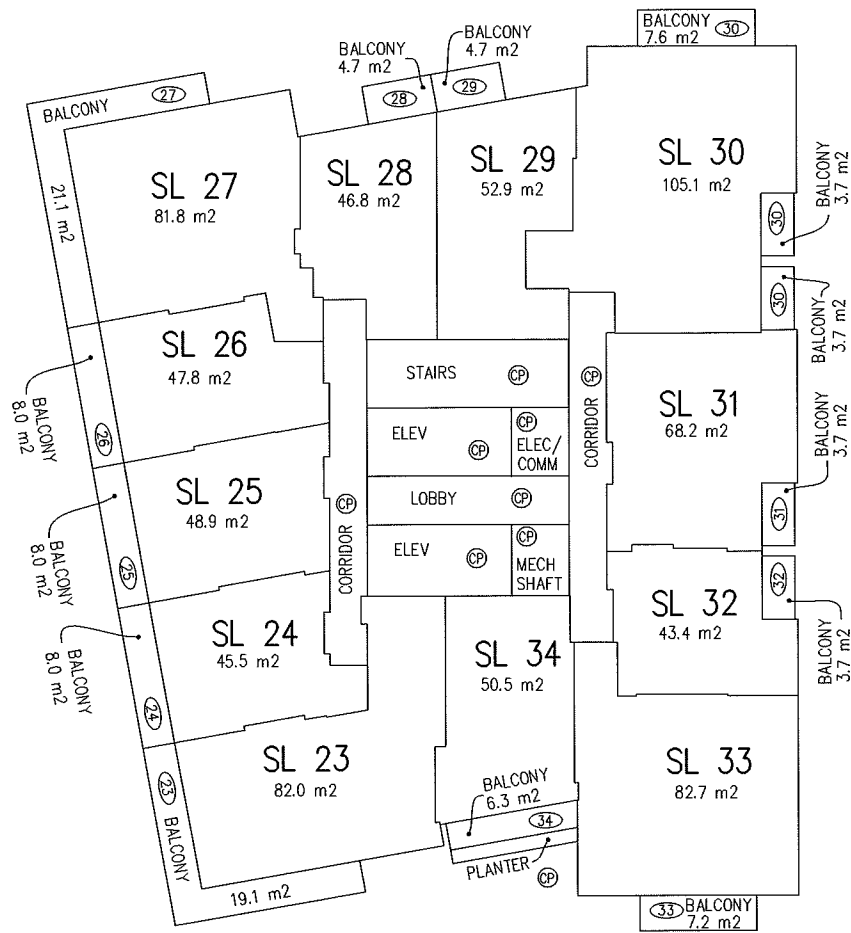


LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

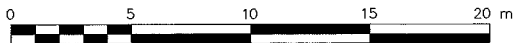
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



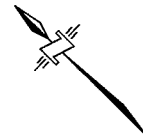
AREA OF COMMON PROPERTY ON LEVEL 6 (FLOOR 8)=144.9 m²

LEVEL 7 (FLOOR 9)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

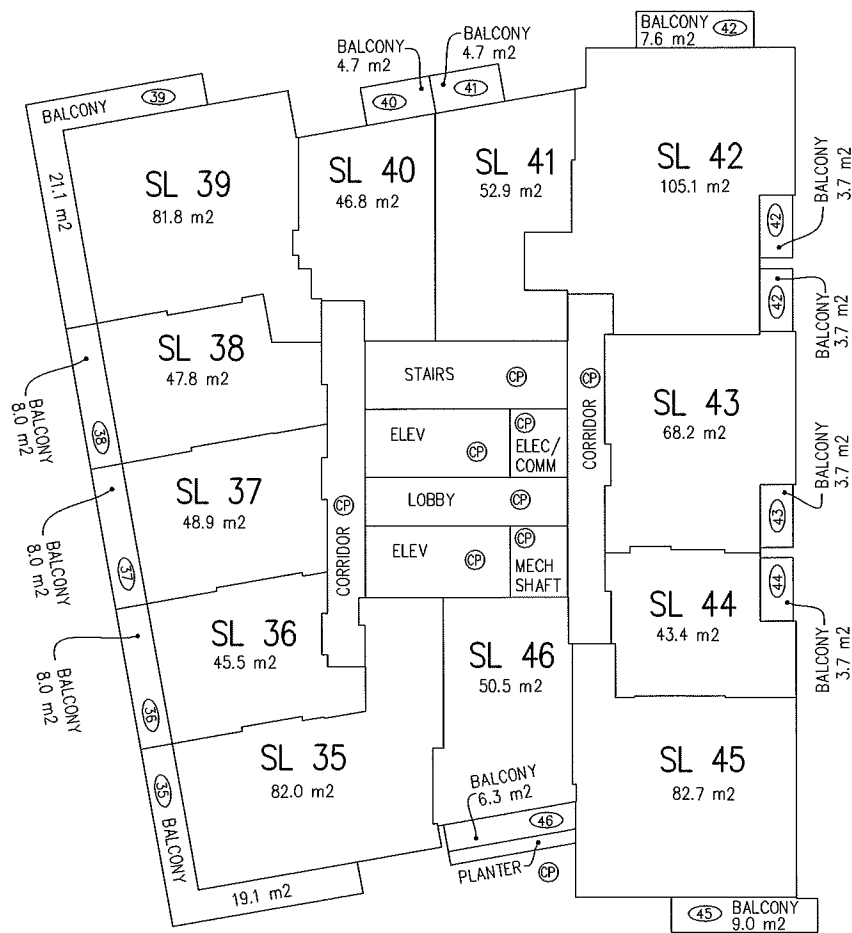


LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

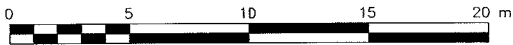
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 7 (FLOOR 9)=144.9 m²

LEVEL 8 (FLOOR 10)

SCALE 1 : 200



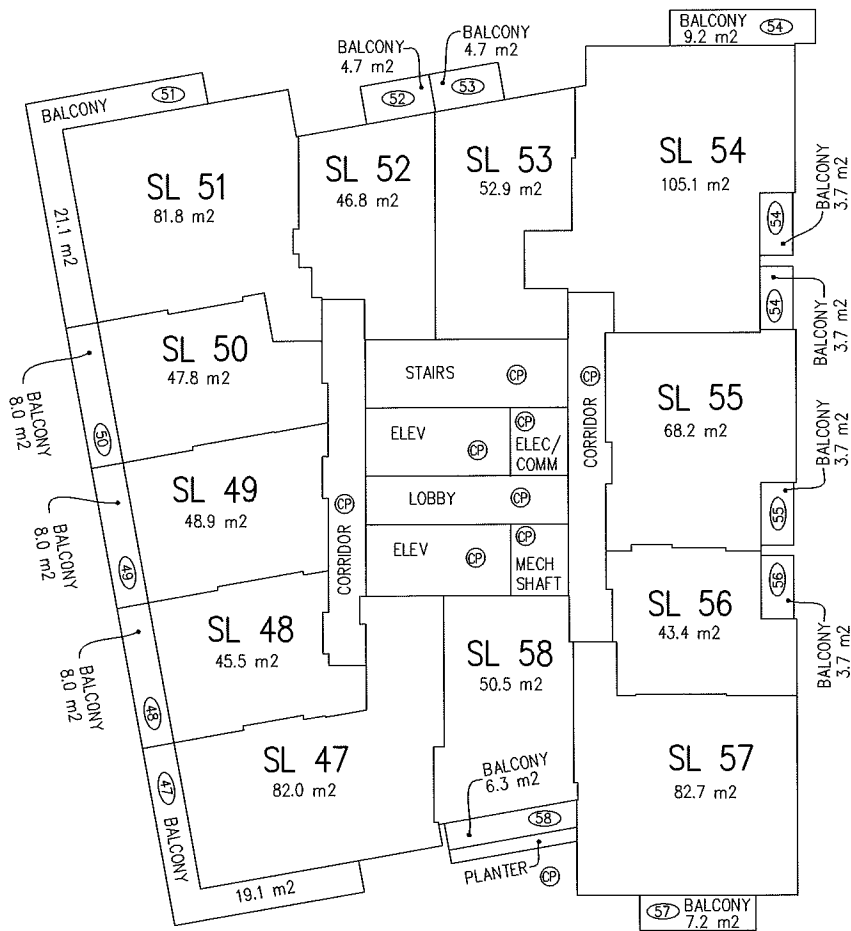
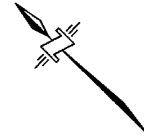
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ(1) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

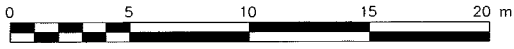
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 8 (FLOOR 10)=144.9 m²

LEVEL 9 (FLOOR 11)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

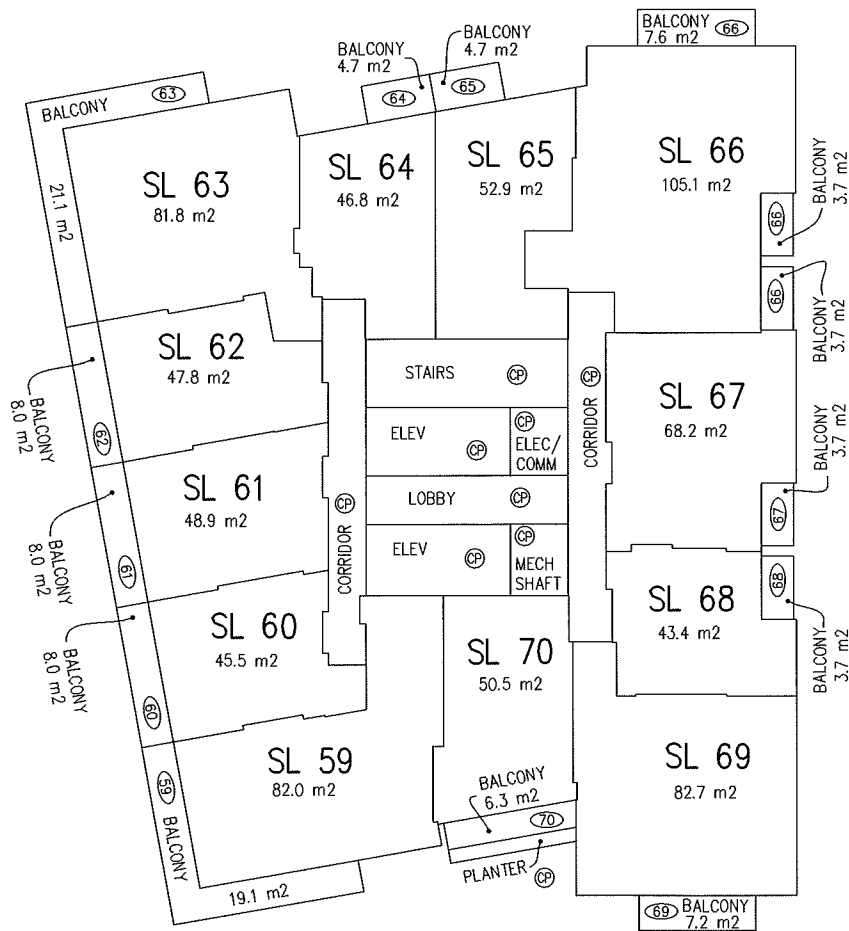


LEGEND

- CP ——— DENOTES COMMON PROPERTY
- ELEC/COMM ——— DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV ——— DENOTES ELEVATOR
- MECH ——— DENOTES MECHANICAL ROOM
- SL ——— DENOTES STRATA LOT
- 31 ——— DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

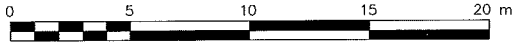
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 9 (FLOOR 11)=144.9 m²

LEVEL 10 (FLOOR 12)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

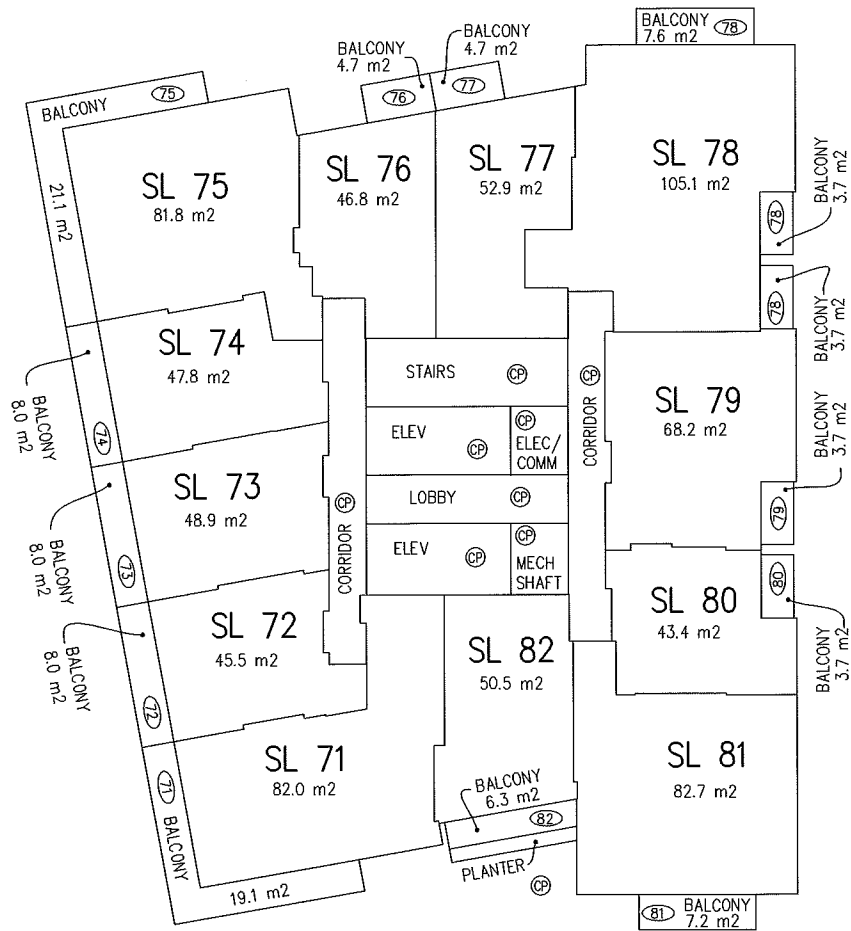


LEGEND

- CP ——— DENOTES COMMON PROPERTY
- ELEC/COMM ——— DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV ——— DENOTES ELEVATOR
- MECH ——— DENOTES MECHANICAL ROOM
- SL ——— DENOTES STRATA LOT
- 31 ——— DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.

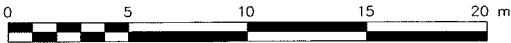


AREA OF COMMON PROPERTY ON LEVEL 10 (FLOOR 12)=144.9 m²

LEVEL 11 (FLOOR 15)

NOTE: NO FLOOR 13 OR 14

SCALE 1 : 200



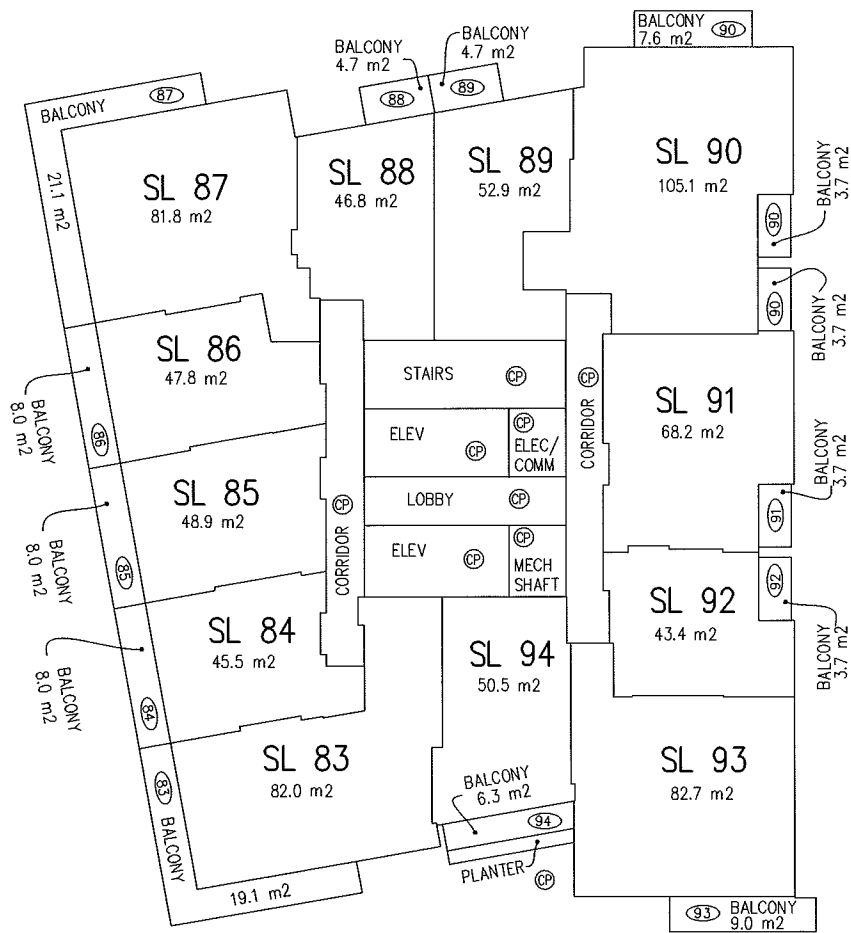
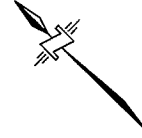
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES MECHANICAL ROOM
- DENOTES STRATA LOT
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

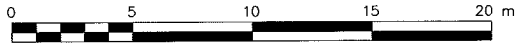
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



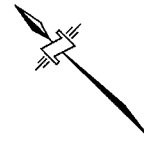
AREA OF COMMON PROPERTY ON LEVEL 11 (FLOOR 15)=144.9 m²

LEVEL 12 (FLOOR 16)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

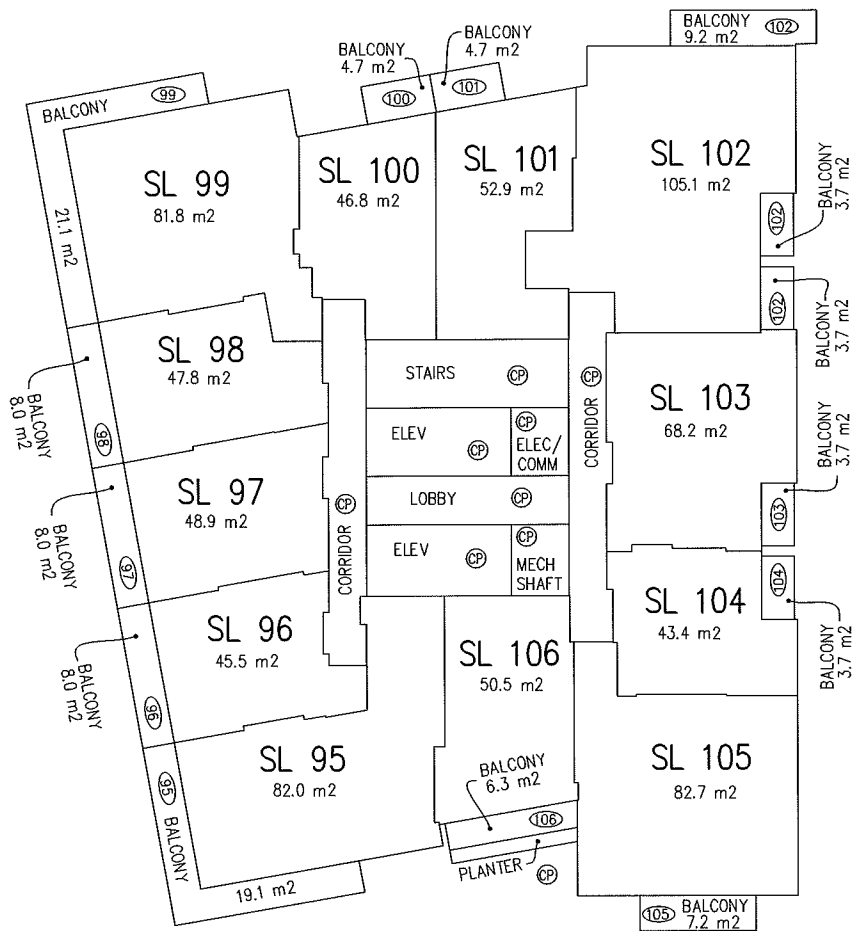


LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES MECHANICAL ROOM
- DENOTES STRATA LOT
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

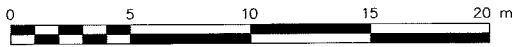
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



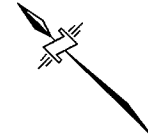
AREA OF COMMON PROPERTY ON LEVEL 12 (FLOOR 16)=144.9 m²

LEVEL 13 (FLOOR 17)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

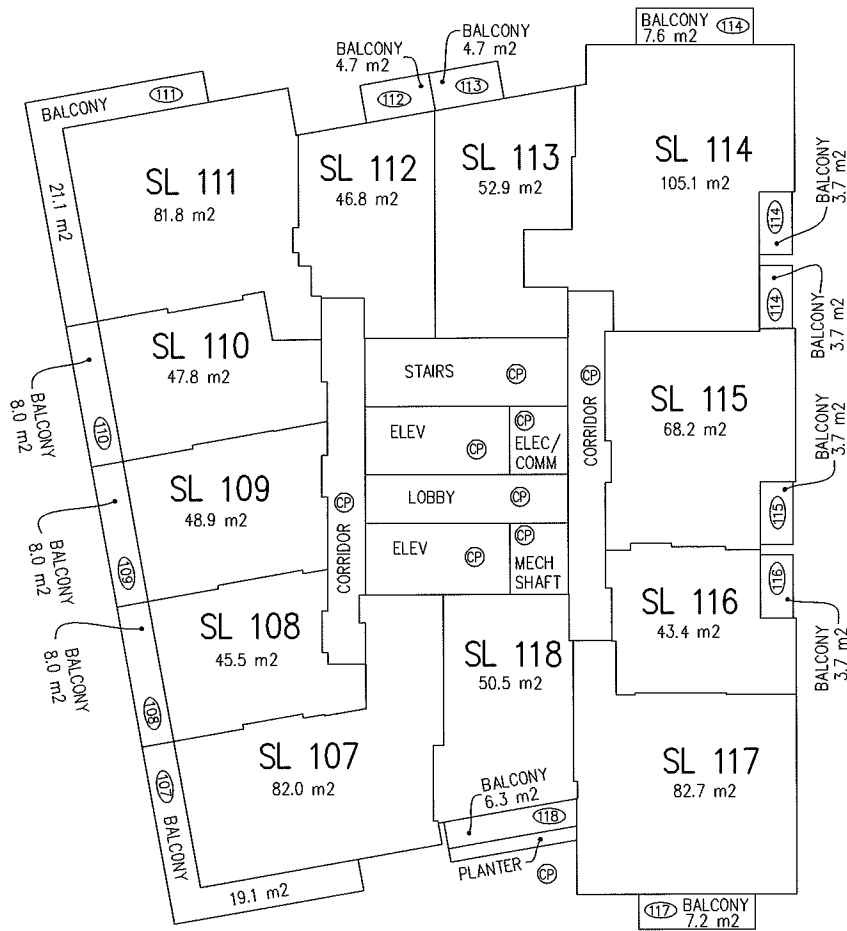


LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES MECHANICAL ROOM
- DENOTES STRATA LOT
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

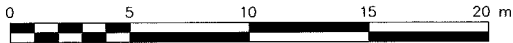
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



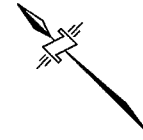
AREA OF COMMON PROPERTY ON LEVEL 13 (FLOOR 17)=144.9 m²

LEVEL 14 (FLOOR 18)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

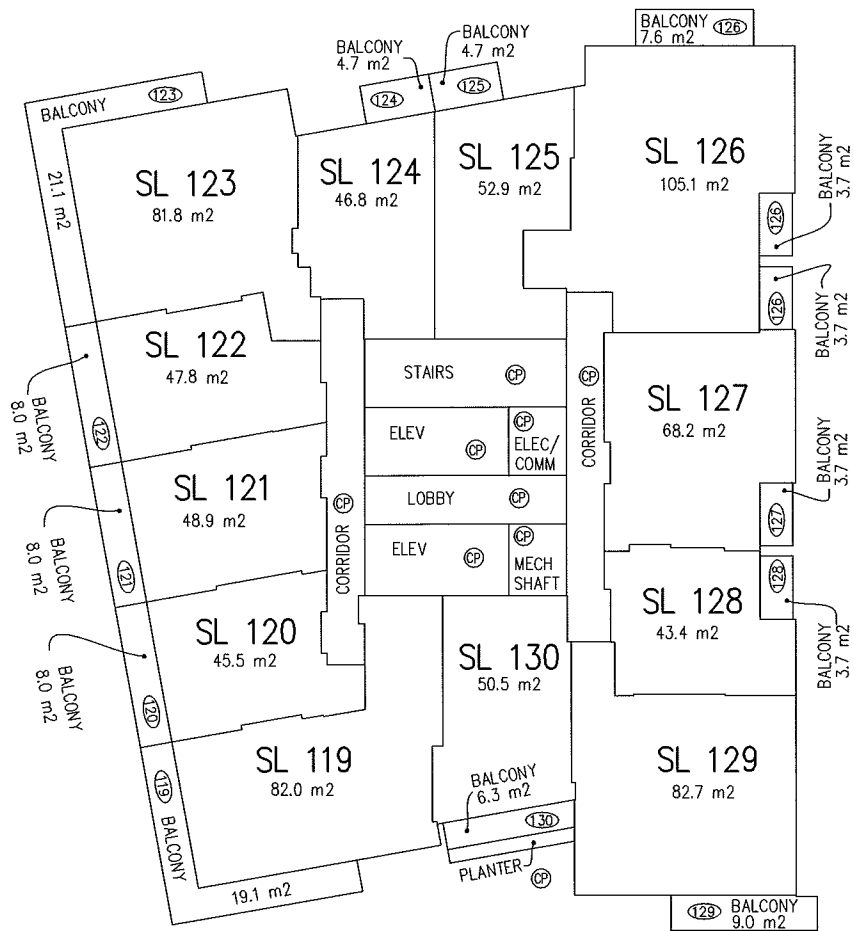


LEGEND

- CP ——— DENOTES COMMON PROPERTY
- ELEC/COMM ——— DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV ——— DENOTES ELEVATOR
- MECH ——— DENOTES MECHANICAL ROOM
- SL ——— DENOTES STRATA LOT
- 31 ——— DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

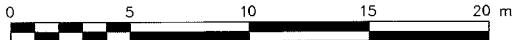
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 14 (FLOOR 18)=144.9 m²

LEVEL 15 (FLOOR 19)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

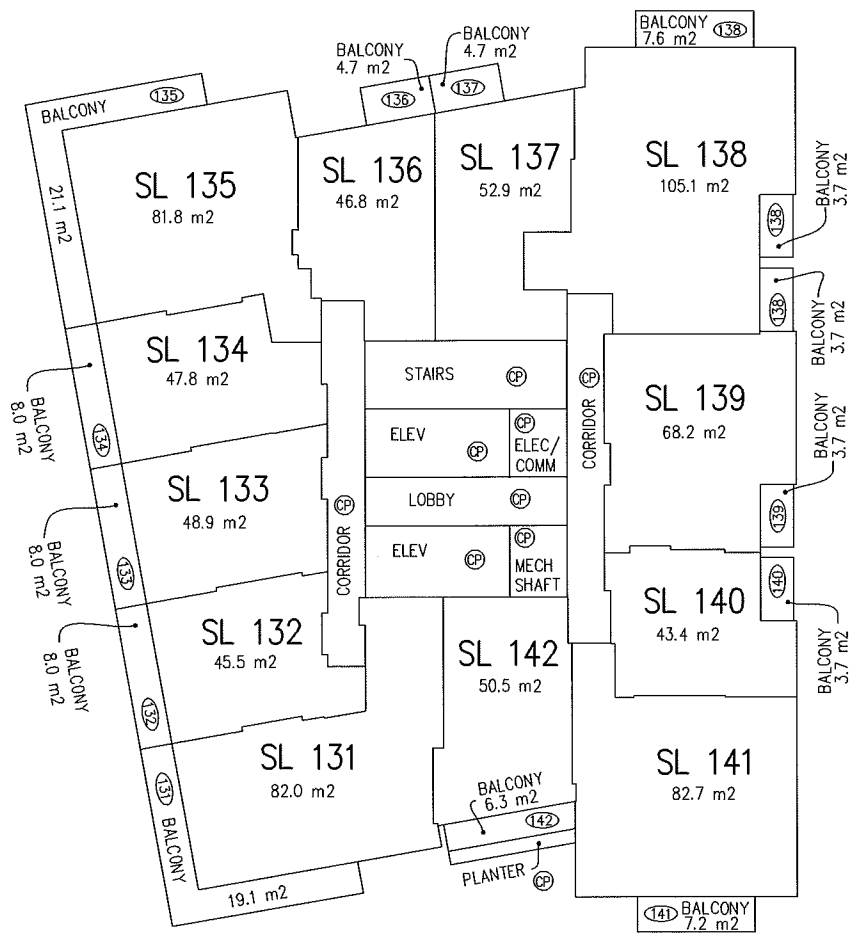


LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES MECHANICAL ROOM
- DENOTES STRATA LOT
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

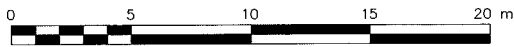
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 15 (FLOOR 19)=144.9 m²

LEVEL 16 (FLOOR 20)

SCALE 1 : 200



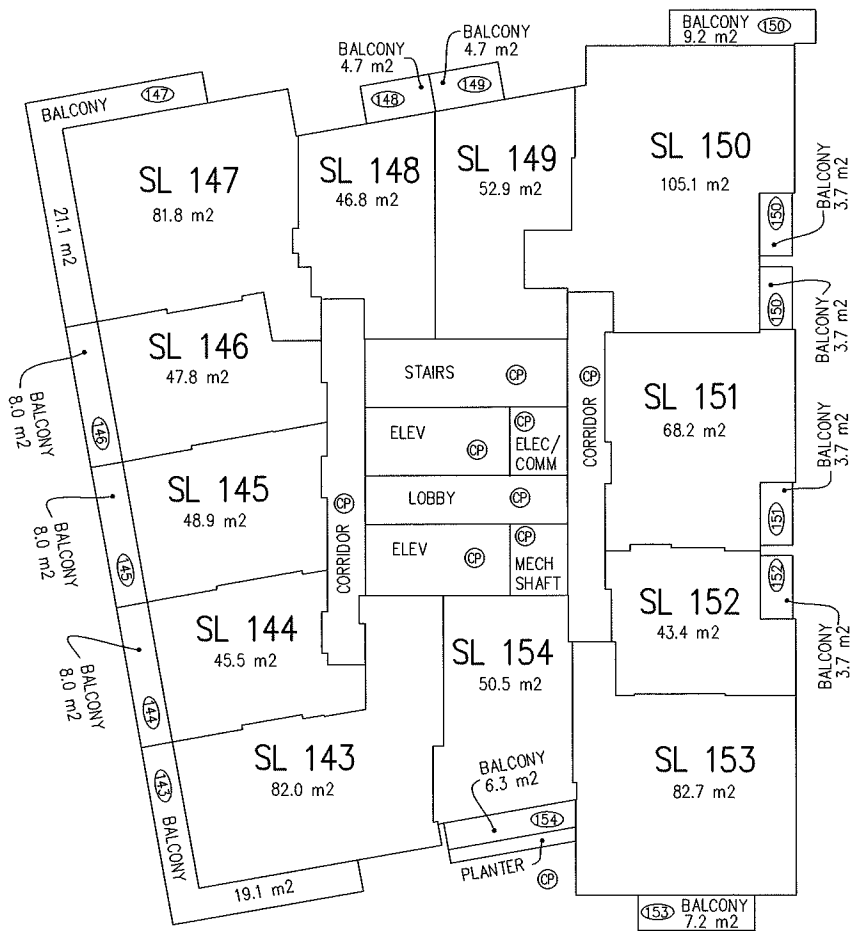
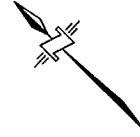
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

- Ⓢ ——— DENOTES COMMON PROPERTY
- ELEC/COMM ——— DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV ——— DENOTES ELEVATOR
- MECH ——— DENOTES MECHANICAL ROOM
- SL ——— DENOTES STRATA LOT
- Ⓢ(1) ——— DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

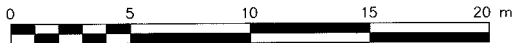
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 16 (FLOOR 20)=144.9 m²

LEVEL 17 (FLOOR 21)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

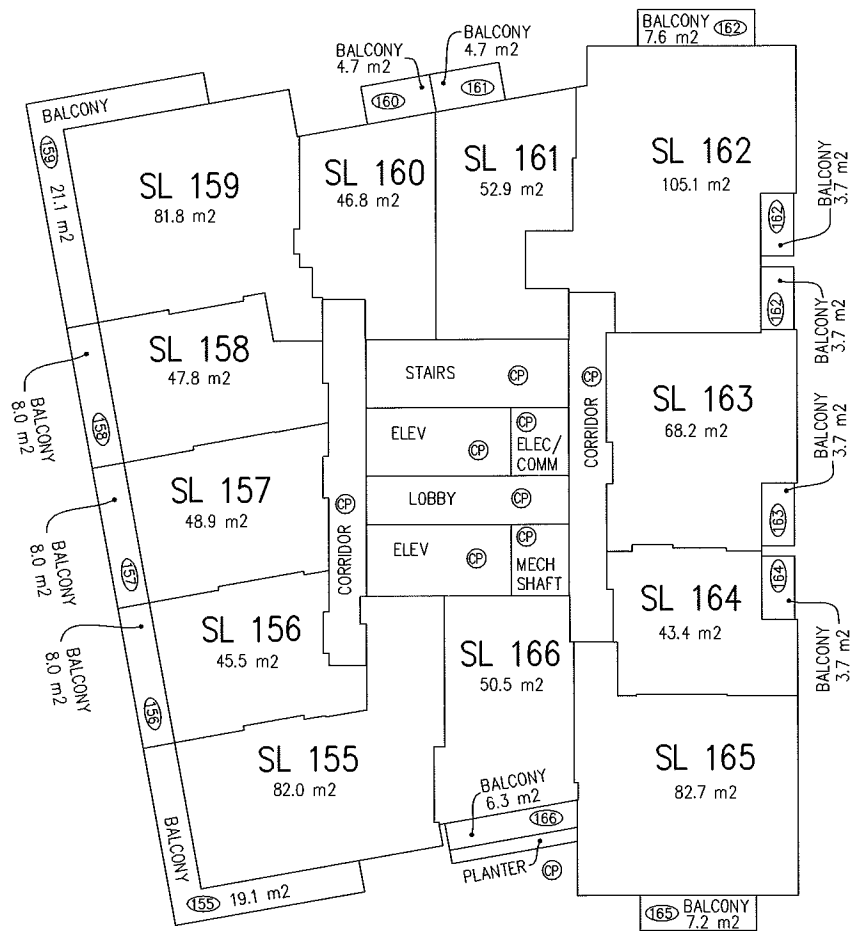


LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES MECHANICAL ROOM
- DENOTES STRATA LOT
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

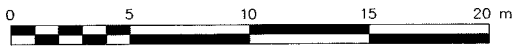
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 17 (FLOOR 21)=144.9 m²

LEVEL 18 (FLOOR 22)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

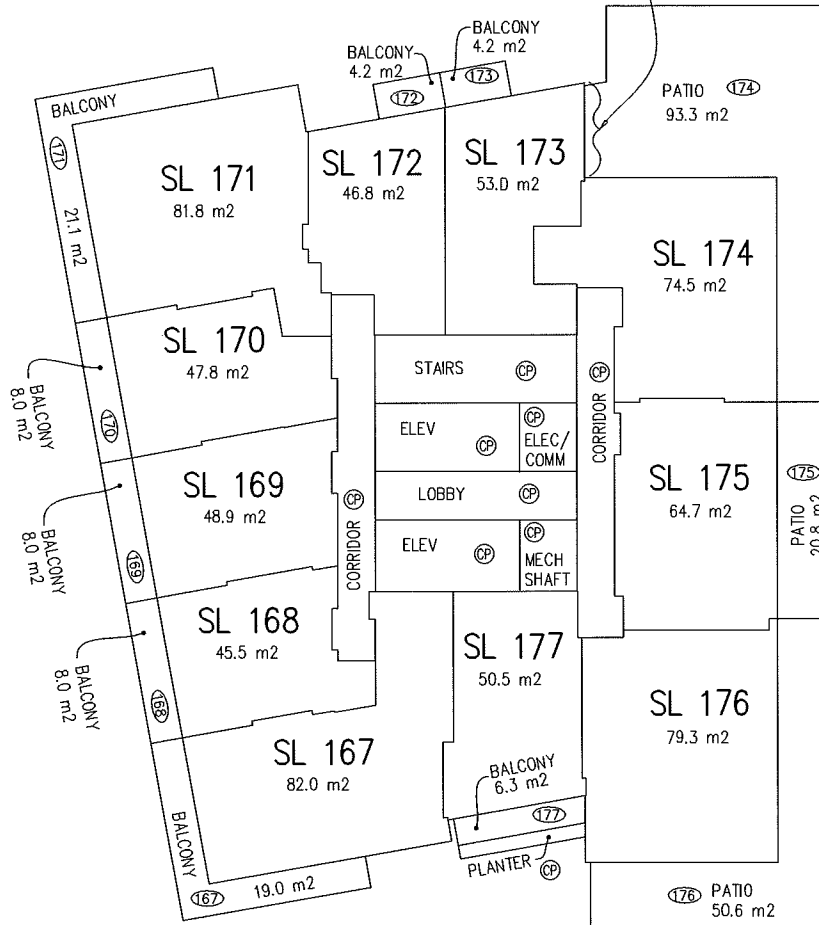
- CP ——— DENOTES COMMON PROPERTY
- ELEC/COMM ——— DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV ——— DENOTES ELEVATOR
- MECH ——— DENOTES MECHANICAL ROOM
- SL ——— DENOTES STRATA LOT
- 31 ——— DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



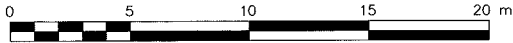
NOTE:
STRATA LOT BOUNDARY
IN THIS AREA TAKEN TO
THE CENTRELINE OF THE
CONCRETE COLUMN



AREA OF COMMON PROPERTY ON LEVEL 18 (FLOOR 22)=144.9 m²

LEVEL 19 (FLOOR 23)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

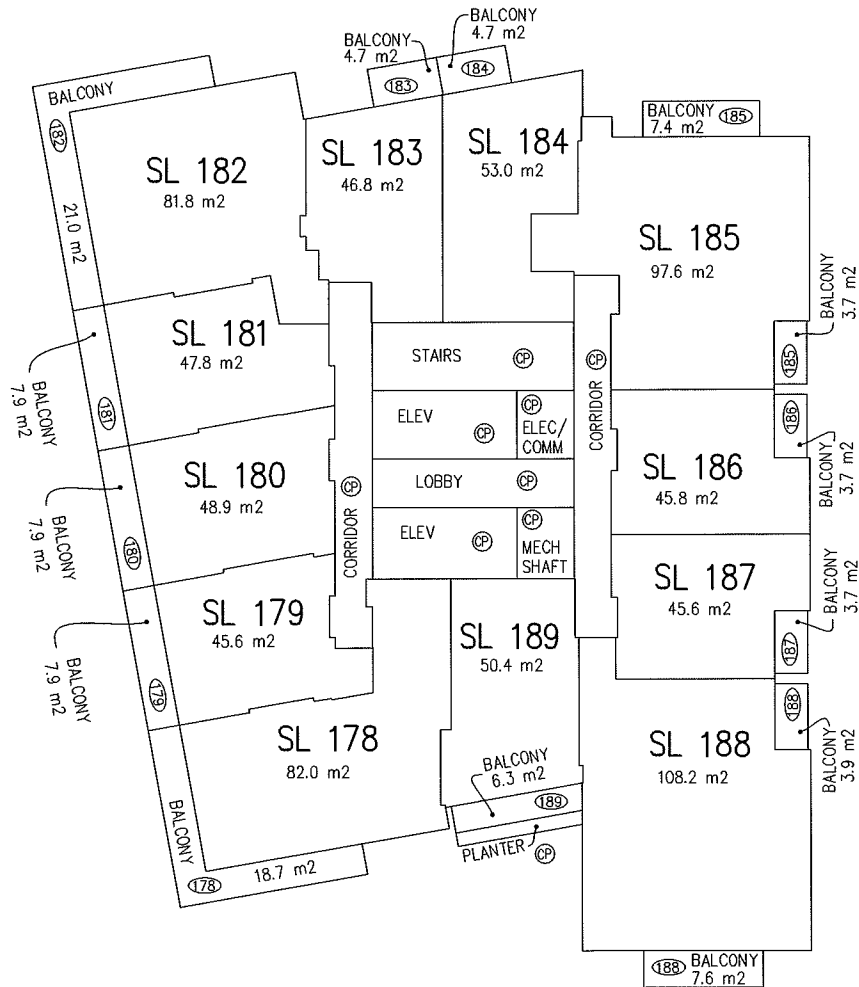


LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES MECHANICAL ROOM
- DENOTES STRATA LOT
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.

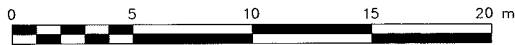


AREA OF COMMON PROPERTY ON LEVEL 19 (FLOOR 23)=145.5 m²

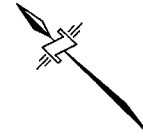
LEVEL 20 (FLOOR 25)

NOTE: NO FLOOR 24

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

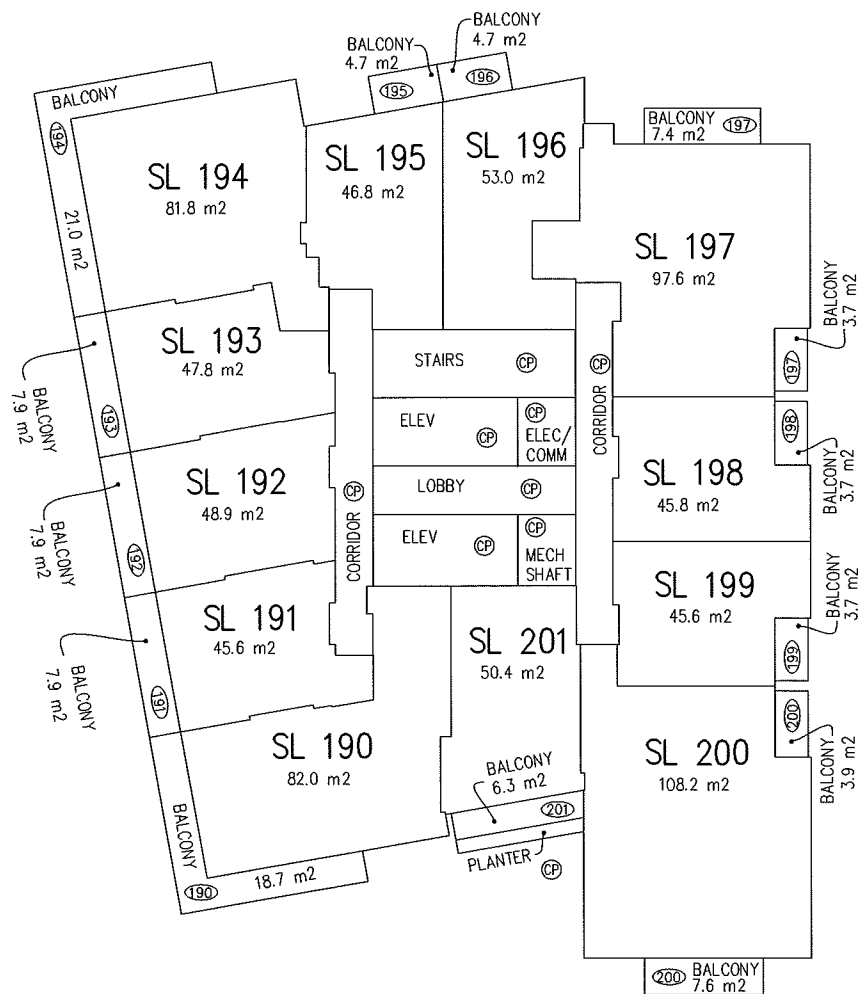


LEGEND

- \textcircled{CP} ——— DENOTES COMMON PROPERTY
- ELEC/COMM ——— DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV ——— DENOTES ELEVATOR
- MECH ——— DENOTES MECHANICAL ROOM
- SL ——— DENOTES STRATA LOT
- $\textcircled{31}$ ——— DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 20 (FLOOR 25)=145.5 m²

LEVEL 21 (FLOOR 26)

SCALE 1 : 200



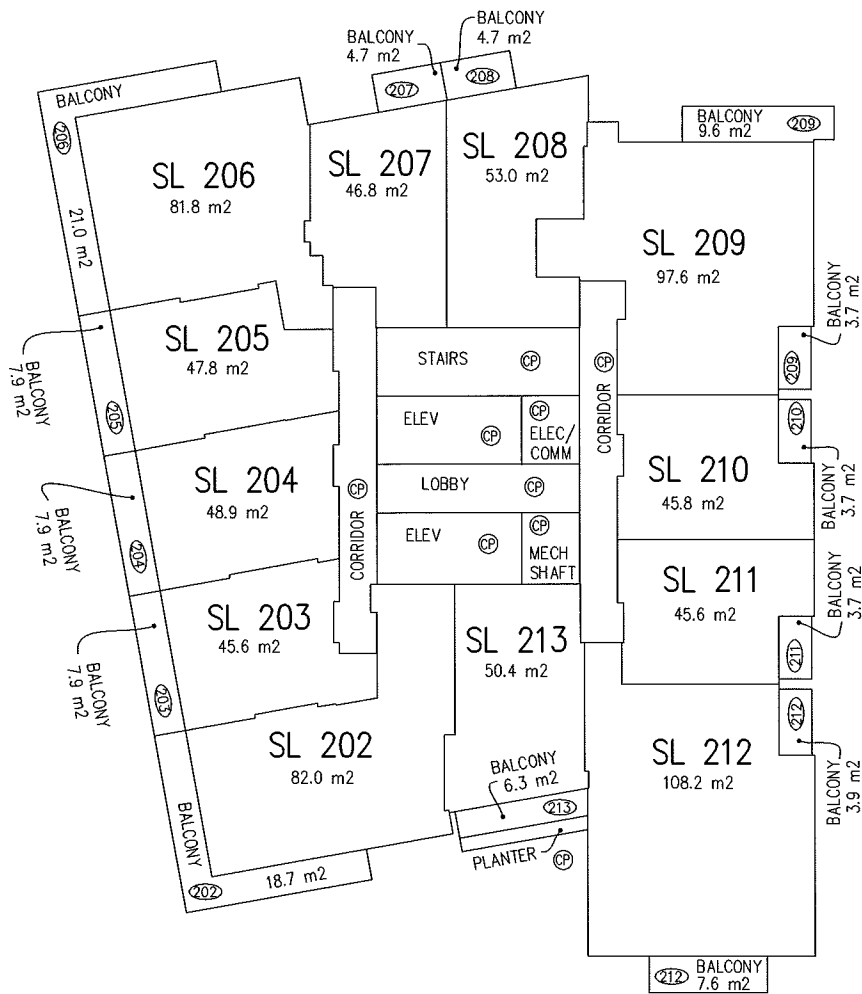
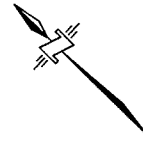
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- ③① DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

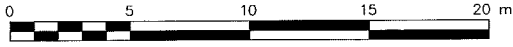
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 21 (FLOOR 26)=145.5 m²

LEVEL 22 (FLOOR 27)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

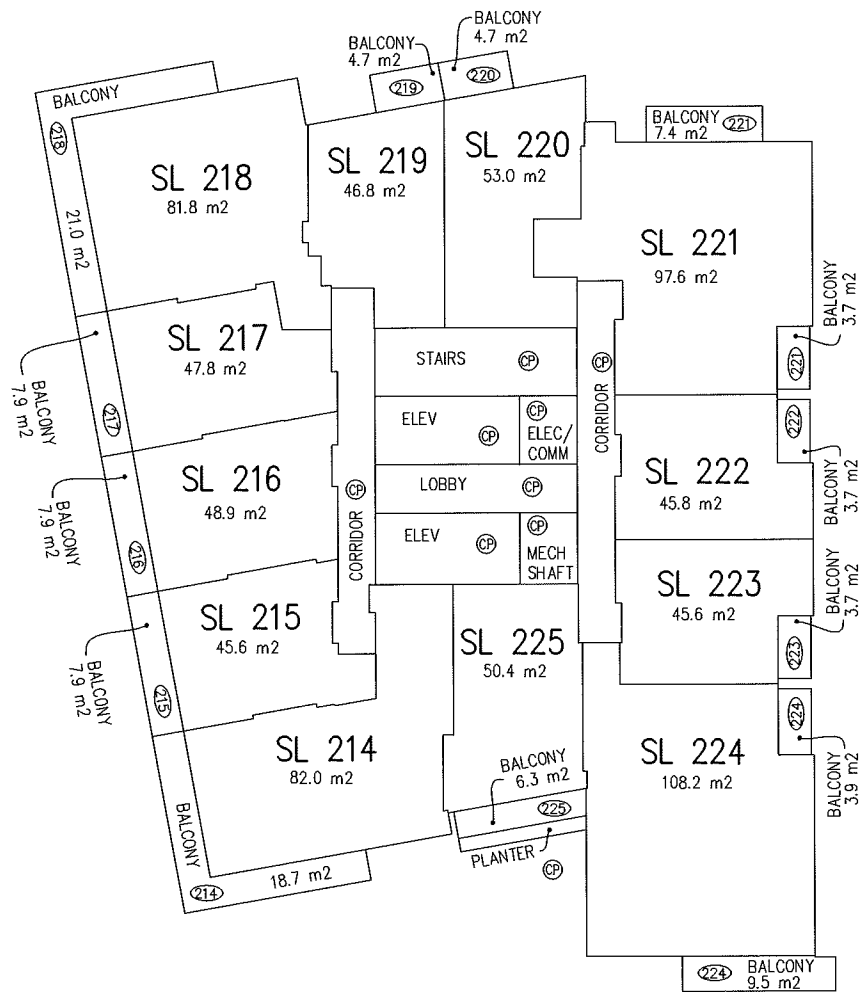


LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES MECHANICAL ROOM
- DENOTES STRATA LOT
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

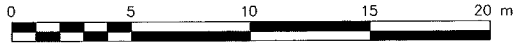
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 22 (FLOOR 27)=145.5 m²

LEVEL 23 (FLOOR 28)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

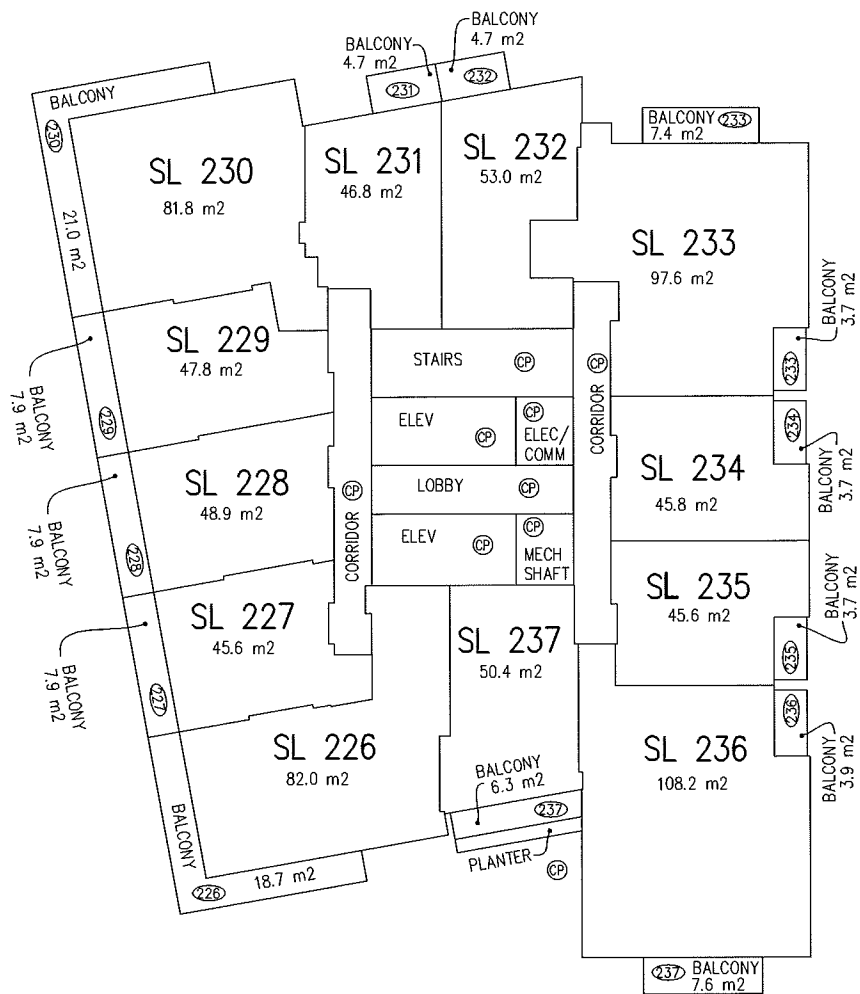


LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ(31) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

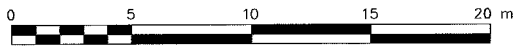
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 23 (FLOOR 28)=145.5 m²

LEVEL 24 (FLOOR 29)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

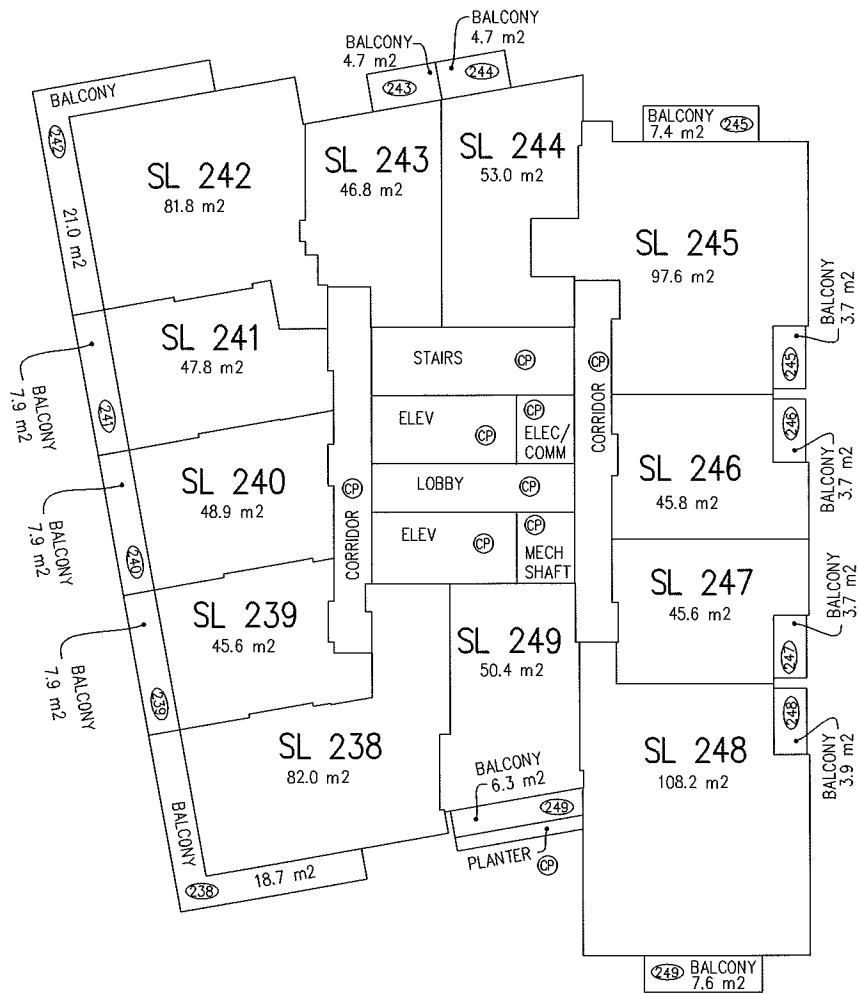


LEGEND

- Ⓢ ——— DENOTES COMMON PROPERTY
- ELEC/COMM ——— DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV ——— DENOTES ELEVATOR
- MECH ——— DENOTES MECHANICAL ROOM
- SL ——— DENOTES STRATA LOT
- Ⓢ1 ——— DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

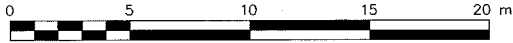
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



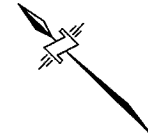
AREA OF COMMON PROPERTY ON LEVEL 24 (FLOOR 29)=145.5 m²

LEVEL 25 (FLOOR 30)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

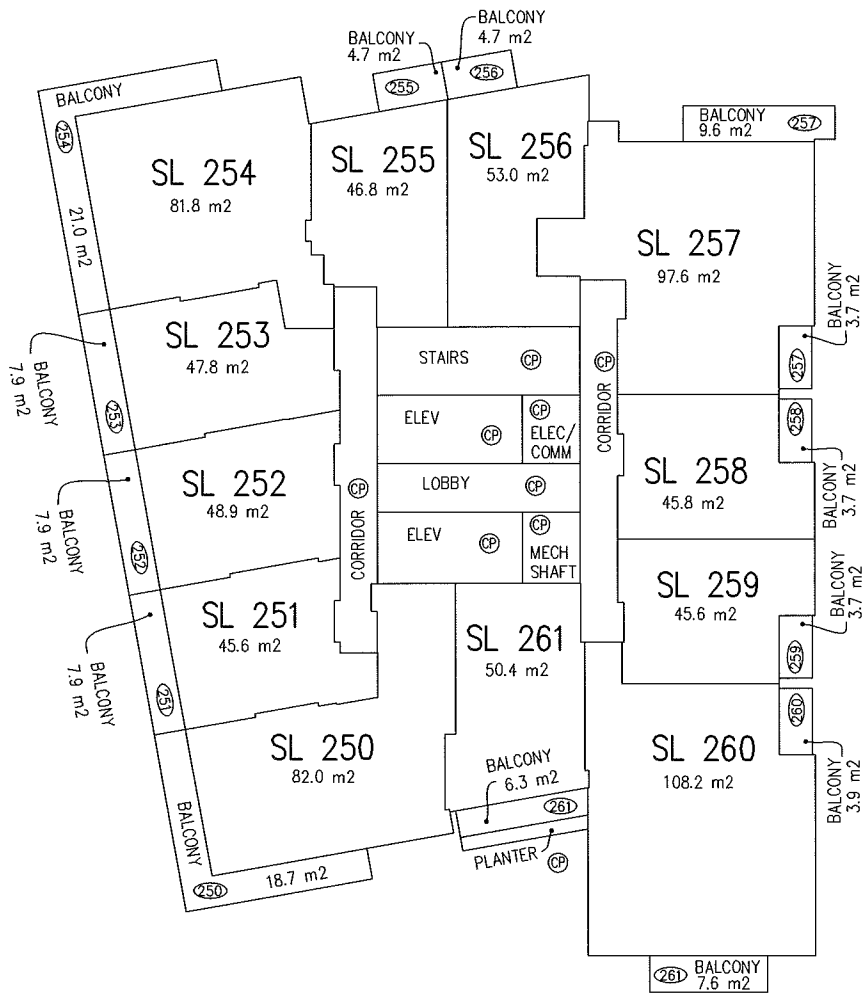


LEGEND

- ⊕ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- ③① DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

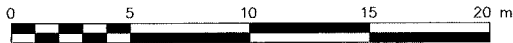
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



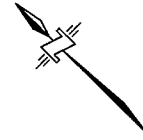
AREA OF COMMON PROPERTY ON LEVEL 25 (FLOOR 30)=145.5 m²

LEVEL 26 (FLOOR 31)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

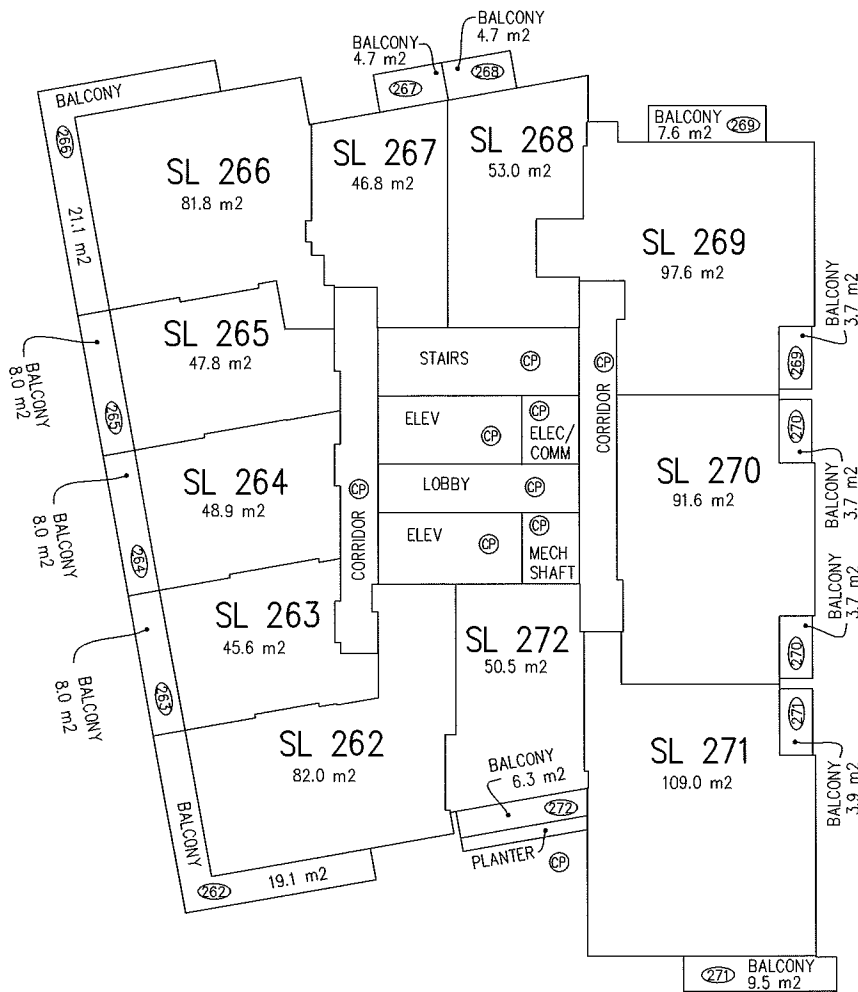


LEGEND

- Ⓢ ——— DENOTES COMMON PROPERTY
- ELEC/COMM ——— DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV ——— DENOTES ELEVATOR
- MECH ——— DENOTES MECHANICAL ROOM
- SL ——— DENOTES STRATA LOT
- Ⓢ(31) ——— DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

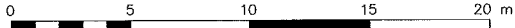
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LDTS
- TO OUTSIDE DF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



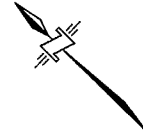
AREA OF COMMON PROPERTY ON LEVEL 26 (FLOOR 31)=144.5 m²

LEVEL 27 (FLOOR 32)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

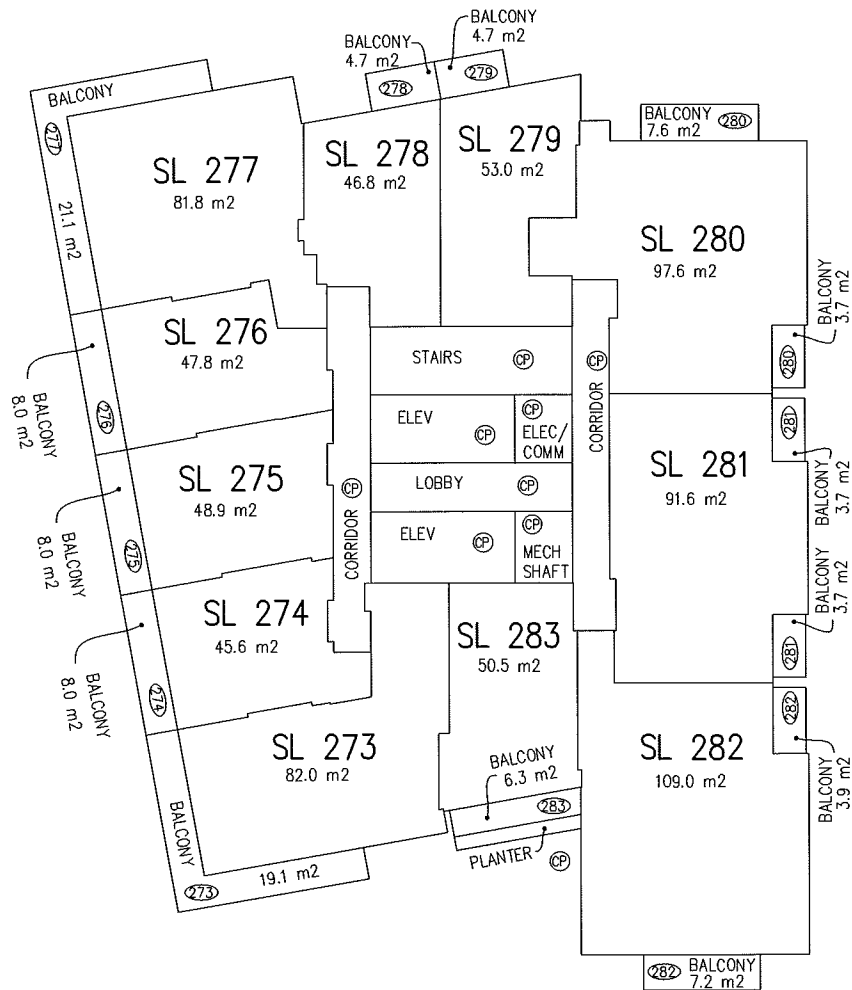


LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ(31) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

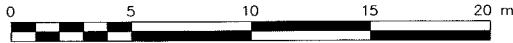
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 27 (FLOOR 32)=144.5 m²

LEVEL 28 (FLOOR 33)

SCALE 1 : 200



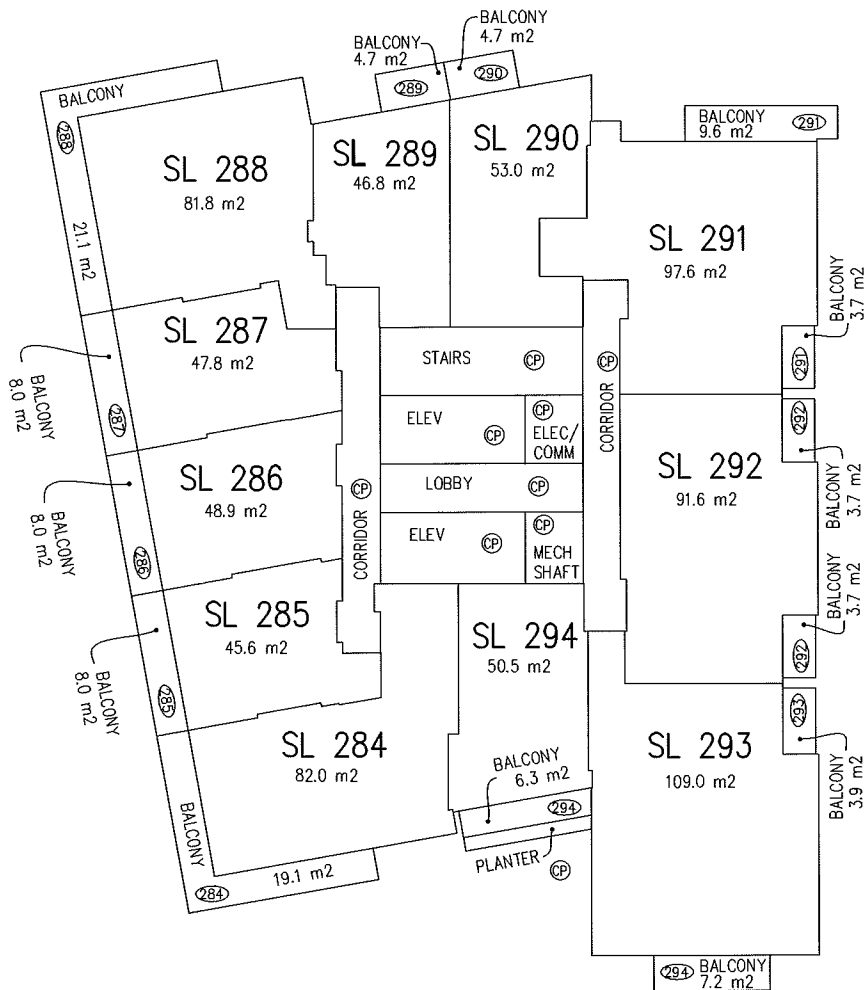
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

- ⊕ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.

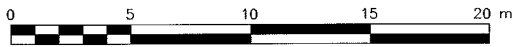


AREA OF COMMON PROPERTY ON LEVEL 28 (FLOOR 33)=144.5 m²

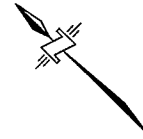
LEVEL 29 (FLOOR 35)

NOTE: NO FLOOR 34

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

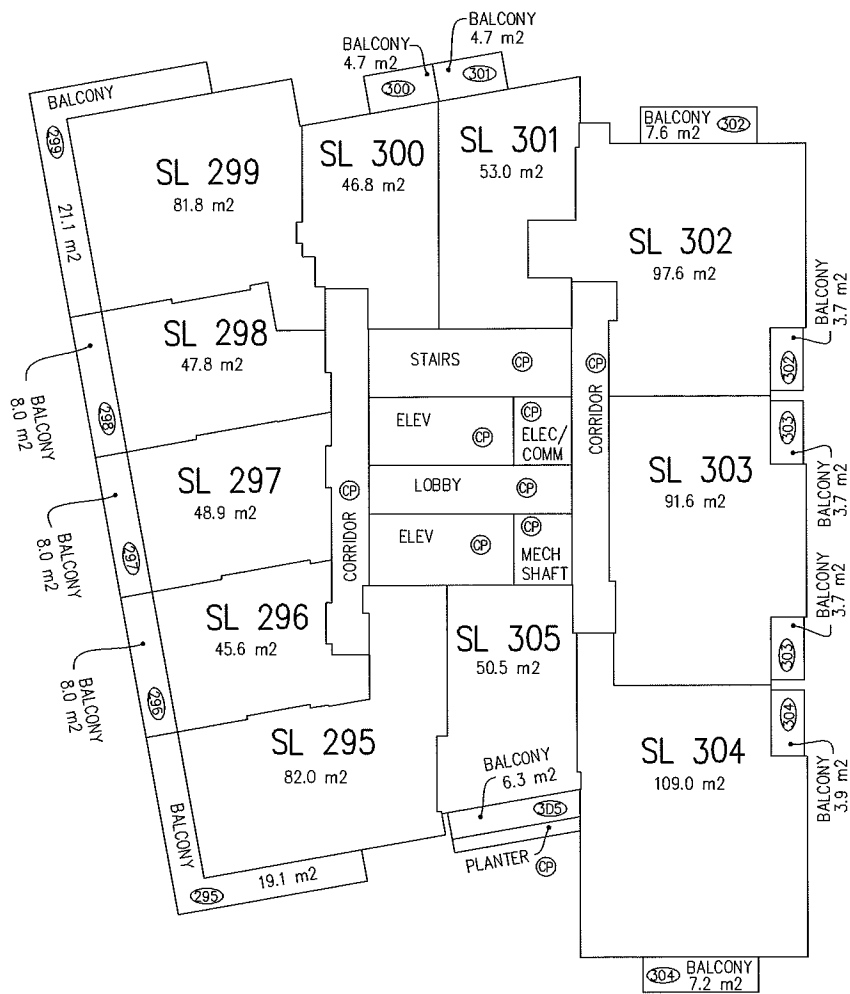


LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES MECHANICAL ROOM
- DENOTES STRATA LOT
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

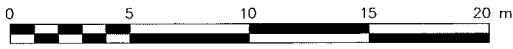
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



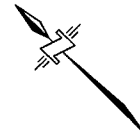
AREA OF COMMON PROPERTY ON LEVEL 29 (FLOOR 35)=144.5 m²

LEVEL 30 (FLOOR 36)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

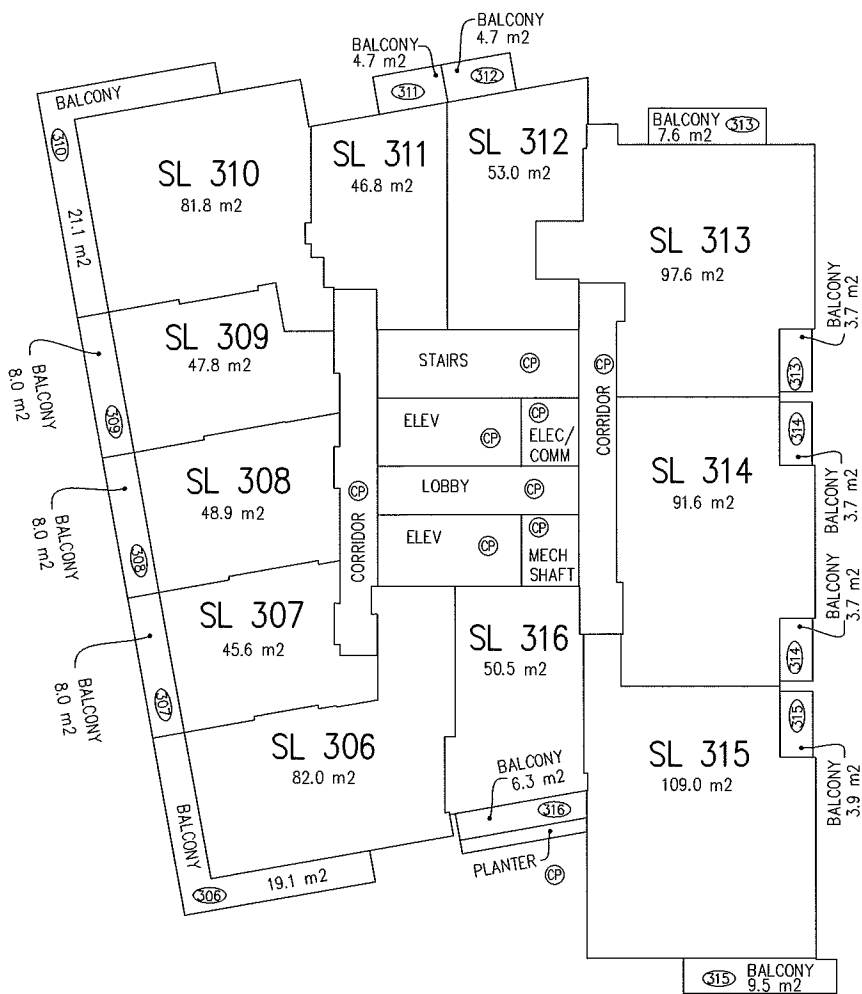


LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES MECHANICAL ROOM
- DENOTES STRATA LOT
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

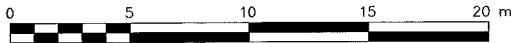
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 30 (FLOOR 36)=144.5 m²

LEVEL 31 (FLOOR 37)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

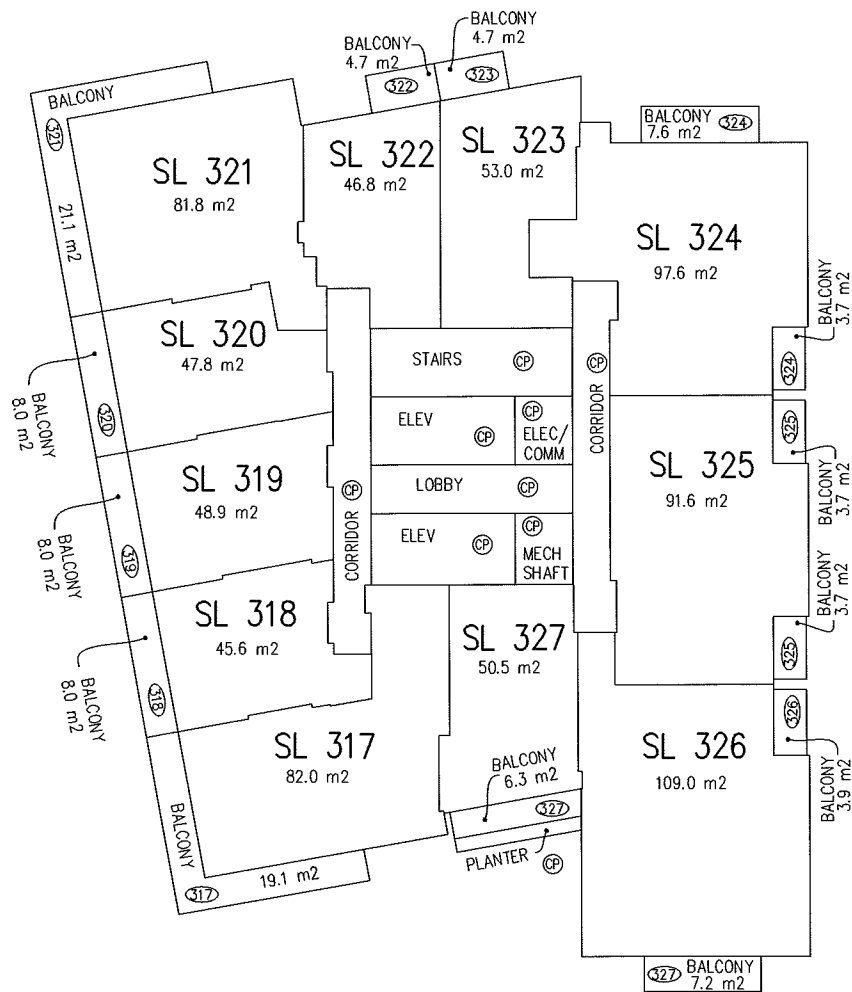


LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES MECHANICAL ROOM
- DENOTES STRATA LOT
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

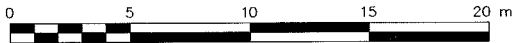
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 31 (FLOOR 37)=144.5 m²

LEVEL 32 (FLOOR 38)

SCALE 1 : 200



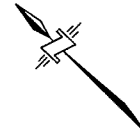
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

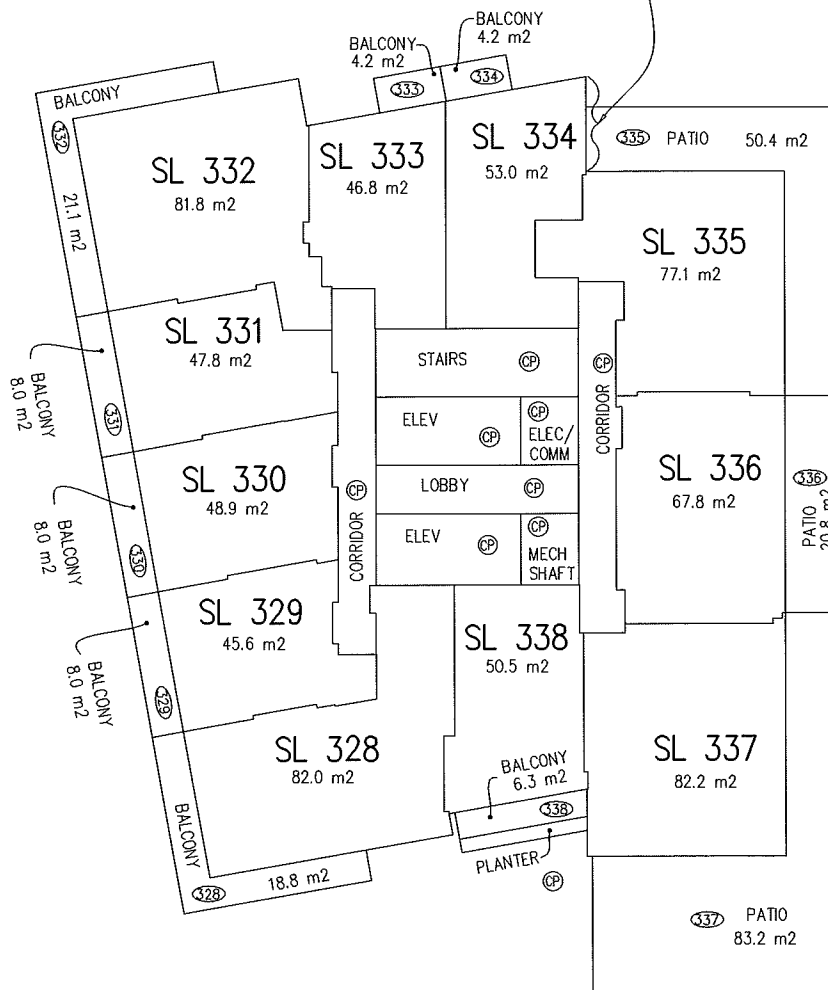
- ⊕ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



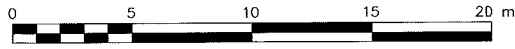
NOTE:
STRATA LOT BOUNDARY IN THIS AREA TAKEN TO THE CENTRELINE OF THE CONCRETE COLUMN



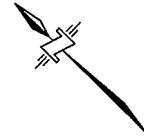
AREA OF COMMON PROPERTY ON LEVEL 32 (FLOOR 38)=145.0 m²

LEVEL 33 (FLOOR 39)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

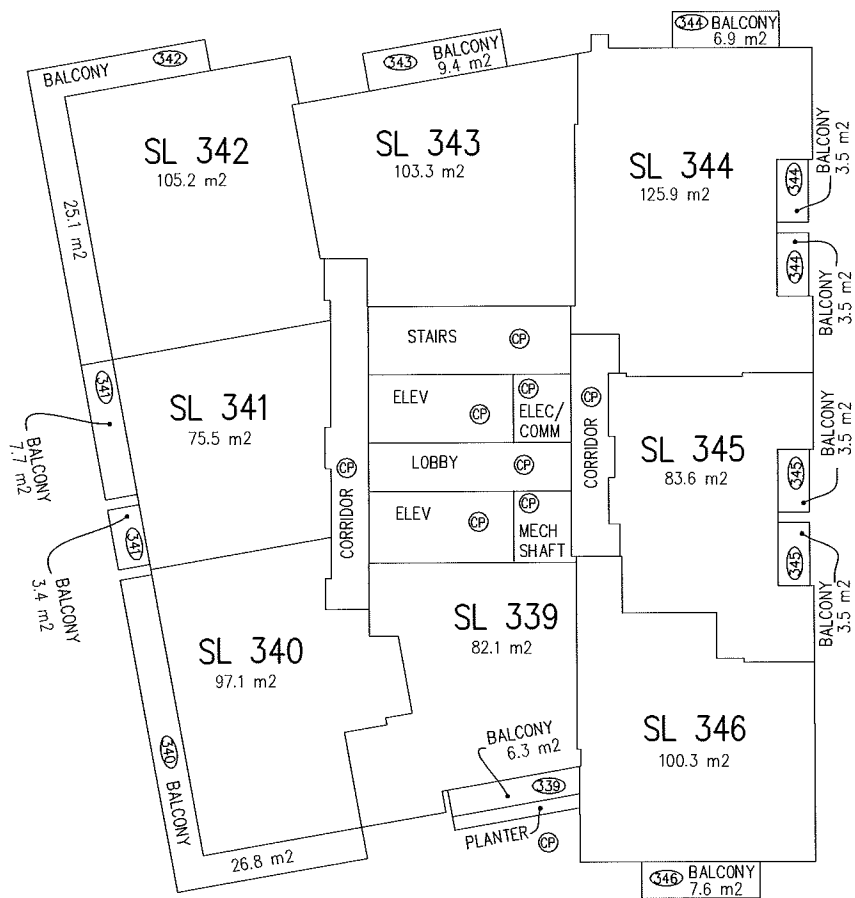


LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES MECHANICAL ROOM
- DENOTES STRATA LOT
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

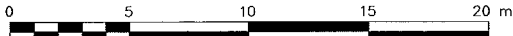
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 33 (FLOOR 39)=135.5 m²

LEVEL 34 (FLOOR 40)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

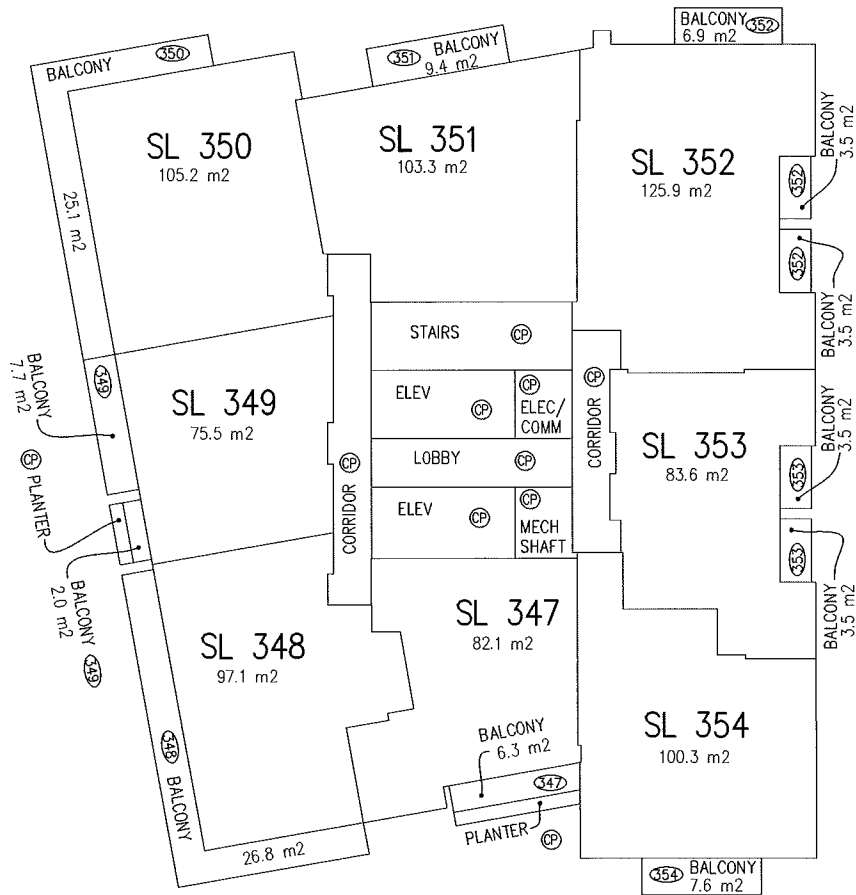


LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- ③① DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

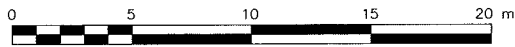
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 34 (FLOOR 40)=137.0 m²

LEVEL 35 (FLOOR 41)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

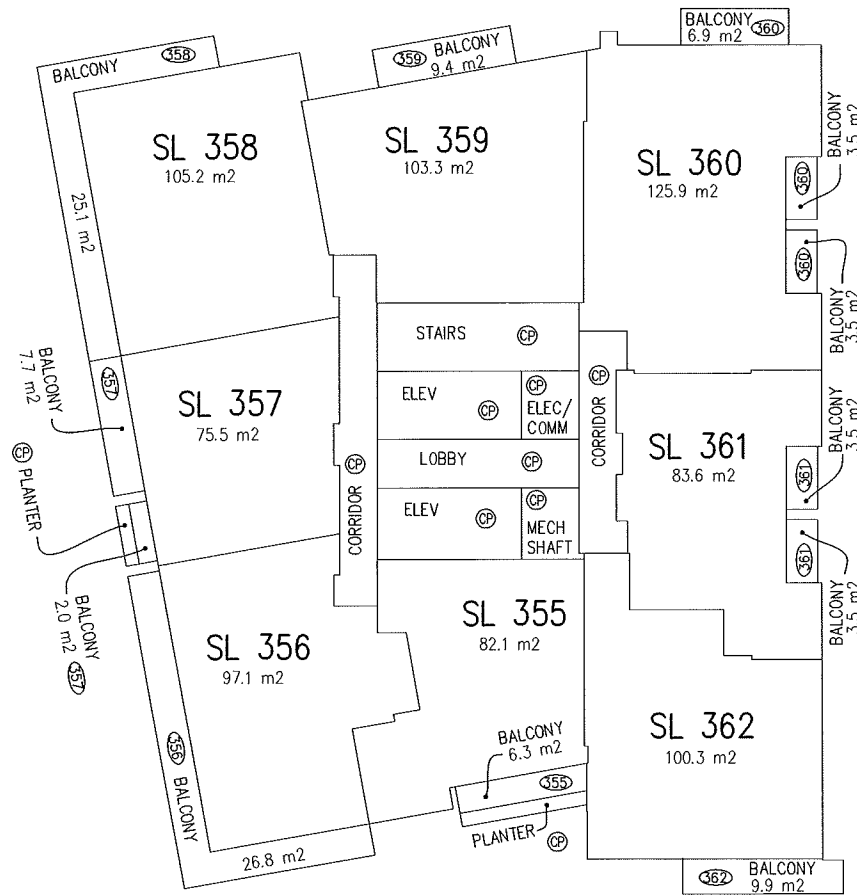


LEGEND

- ⊕ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

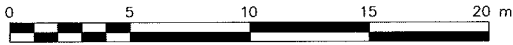
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



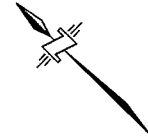
AREA OF COMMON PROPERTY ON LEVEL 35 (FLOOR 41)=137.0 m²

LEVEL 36 (FLOOR 42)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

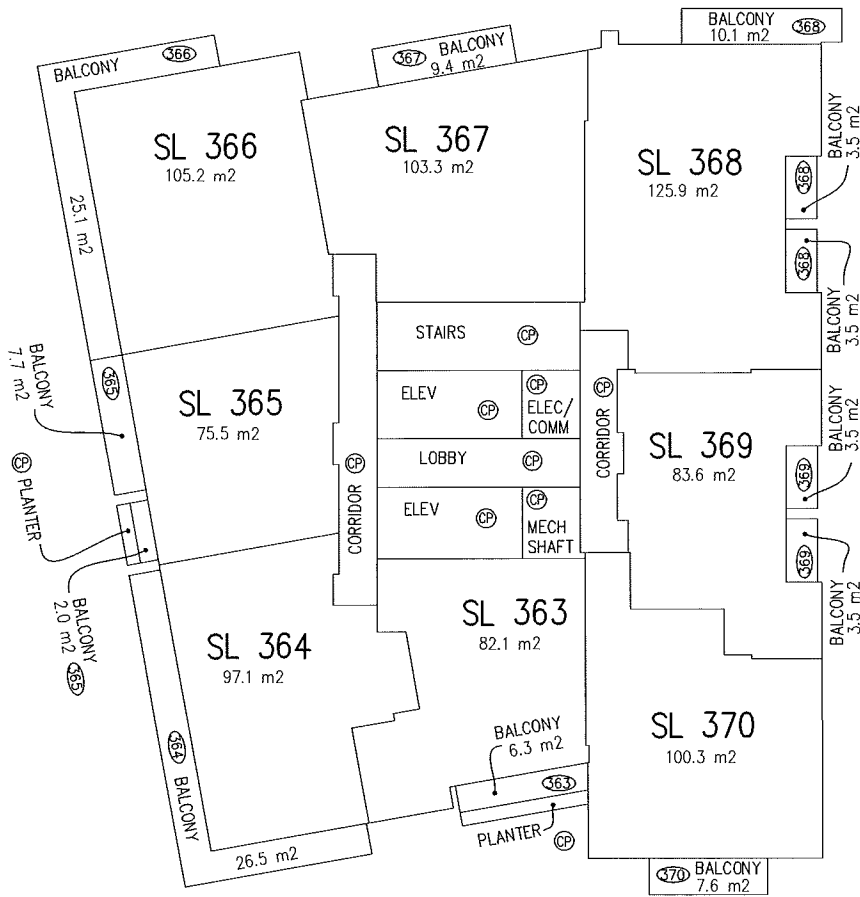


LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES MECHANICAL ROOM
- DENOTES STRATA LOT
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

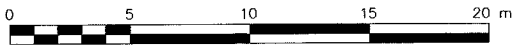
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 36 (FLOOR 42)=137.0 m²

LEVEL 37 (FLOOR 43)

SCALE 1 : 200



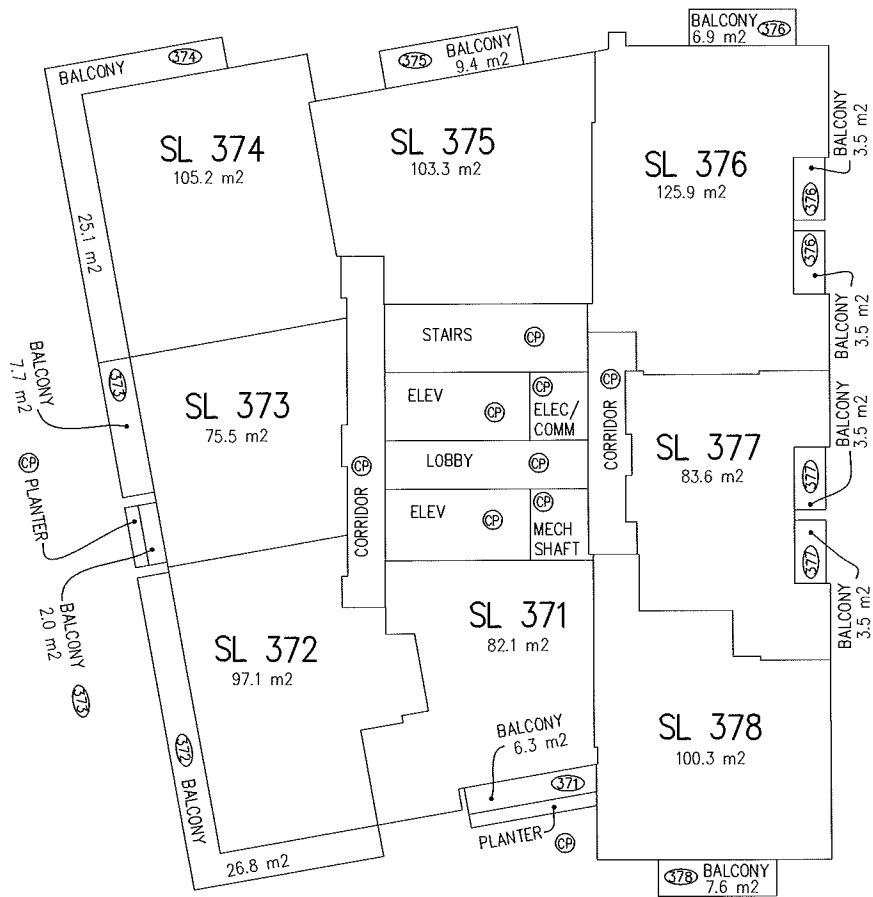
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

- ⊕ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.

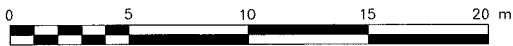


AREA OF COMMON PROPERTY ON LEVEL 37 (FLOOR 43)=137.0 m²

LEVEL 38 (FLOOR 45)

NOTE: NO FLOOR 44

SCALE 1 : 200



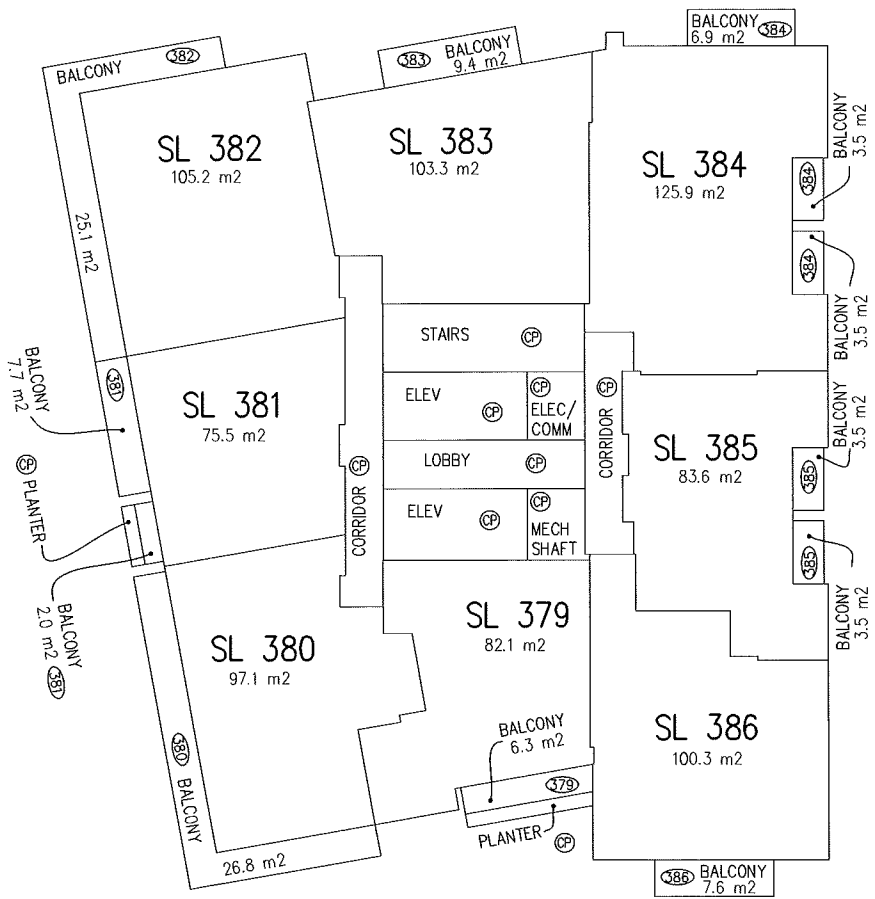
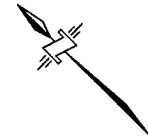
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

- DENOTES COMMON PROPERTY
- DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- DENOTES ELEVATOR
- DENOTES MECHANICAL ROOM
- DENOTES STRATA LOT
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

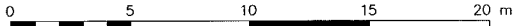
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
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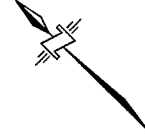
AREA OF COMMON PROPERTY ON LEVEL 38 (FLOOR 45)=137.0 m²

LEVEL 39 (FLOOR 46)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

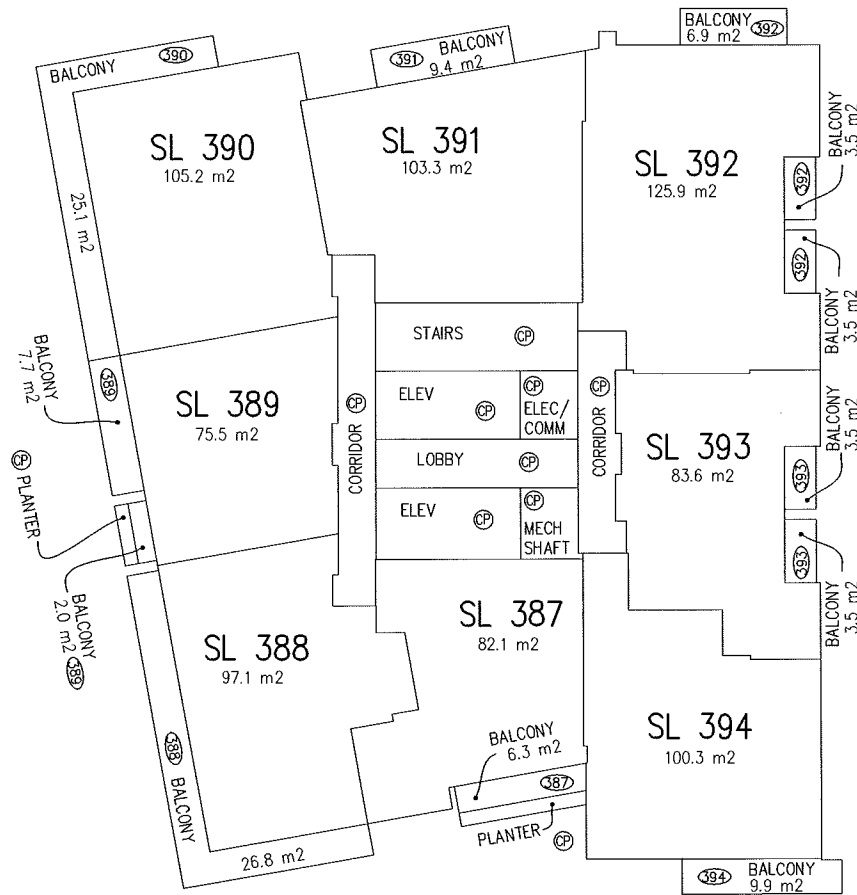


LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ(31) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

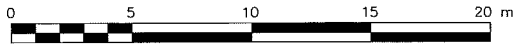
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 39 (FLOOR 46)=137.0 m²

LEVEL 40 (FLOOR 47)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

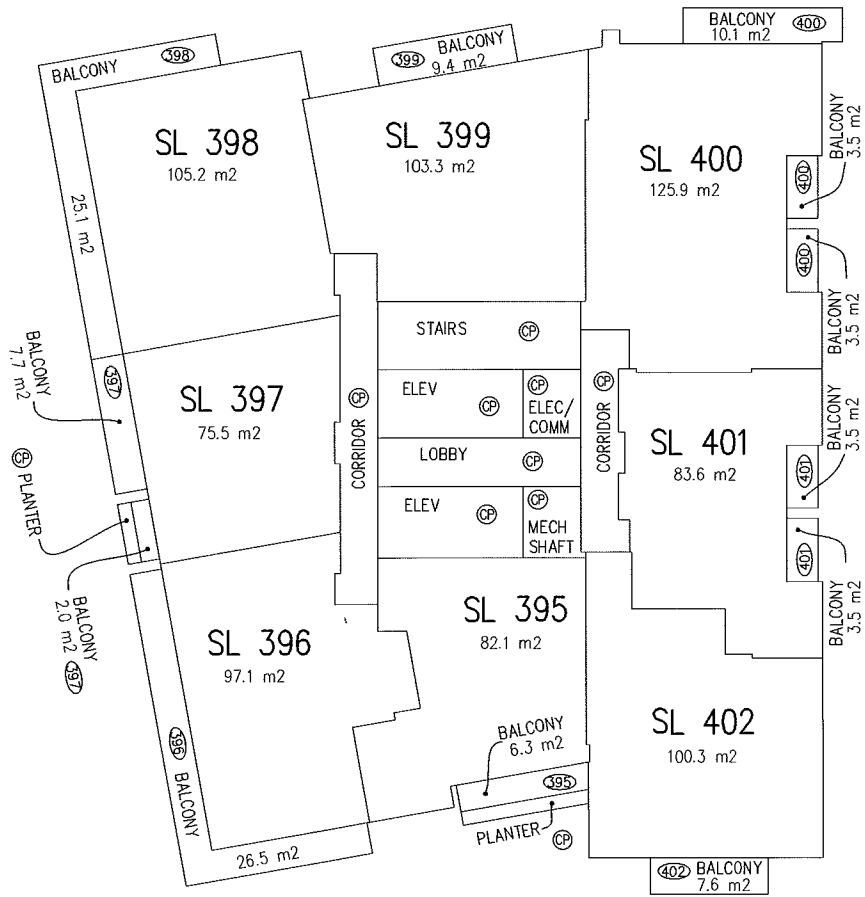


LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ(31) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

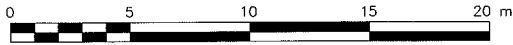
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 40 (FLOOR 47)=137.0 m²

LEVEL 41 (FLOOR 48)

SCALE 1 : 200



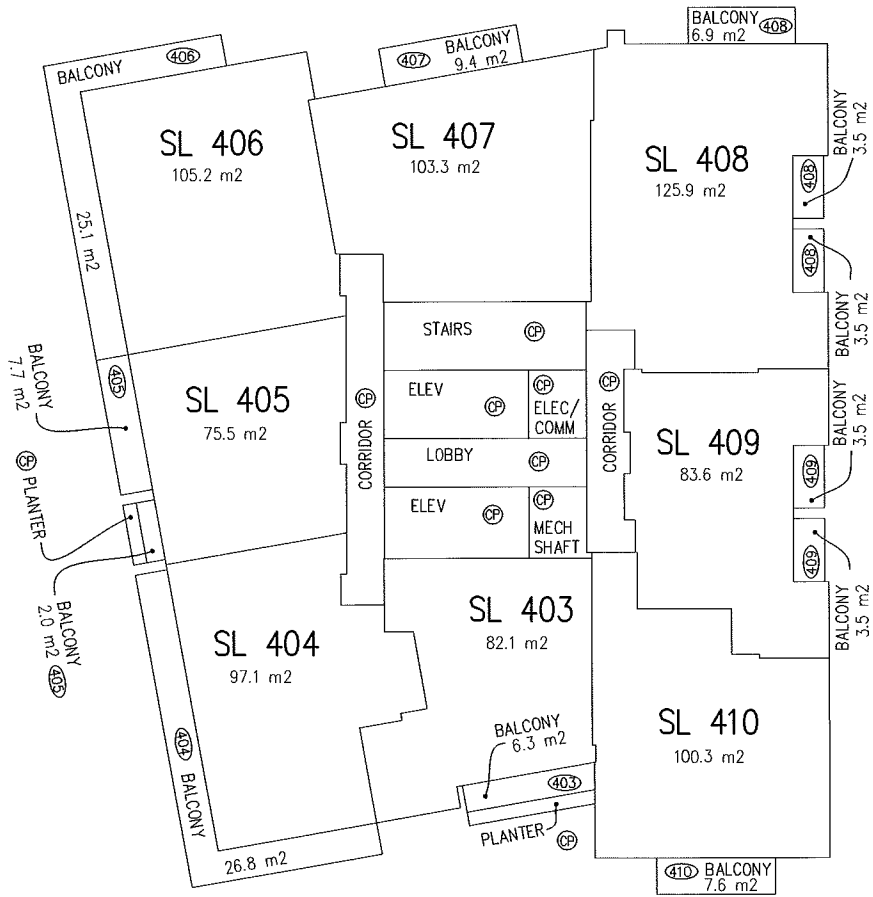
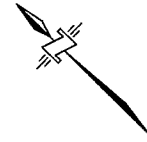
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- ③① DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

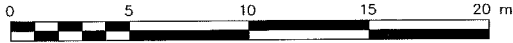
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



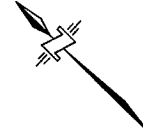
AREA OF COMMON PROPERTY ON LEVEL 41 (FLOOR 48)=137.0 m²

LEVEL 42 (FLOOR 49)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

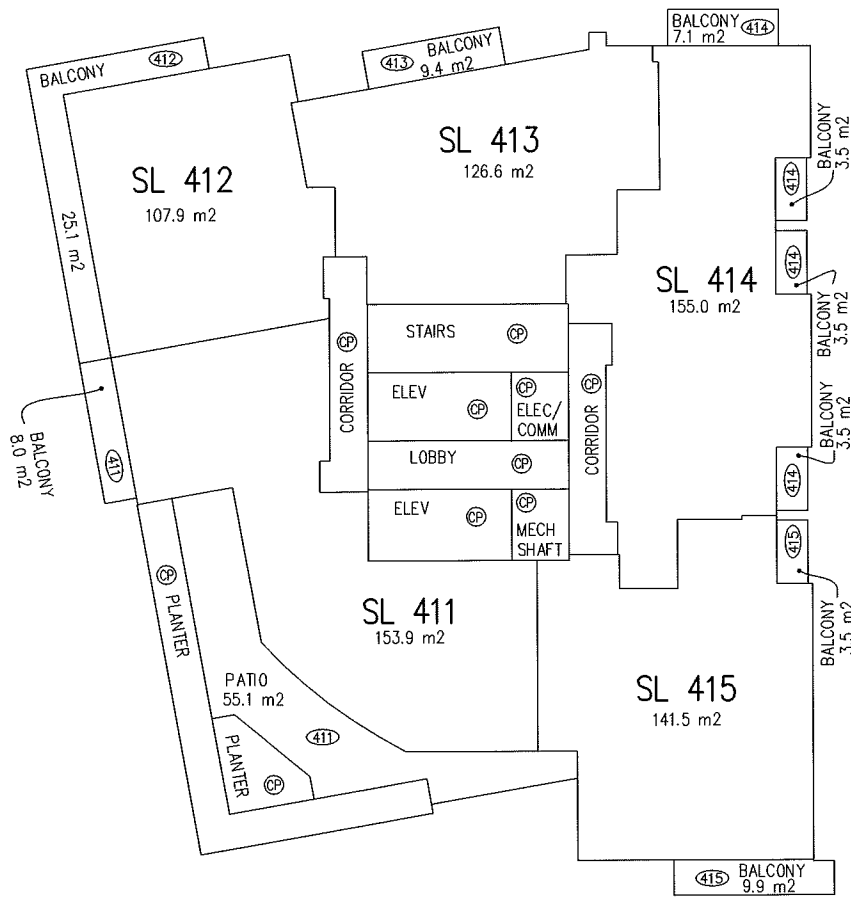


LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ(31) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

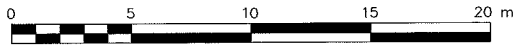
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 42 (FLOOR 49)=169.2 m²

LEVEL 43 (FLOOR 50)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

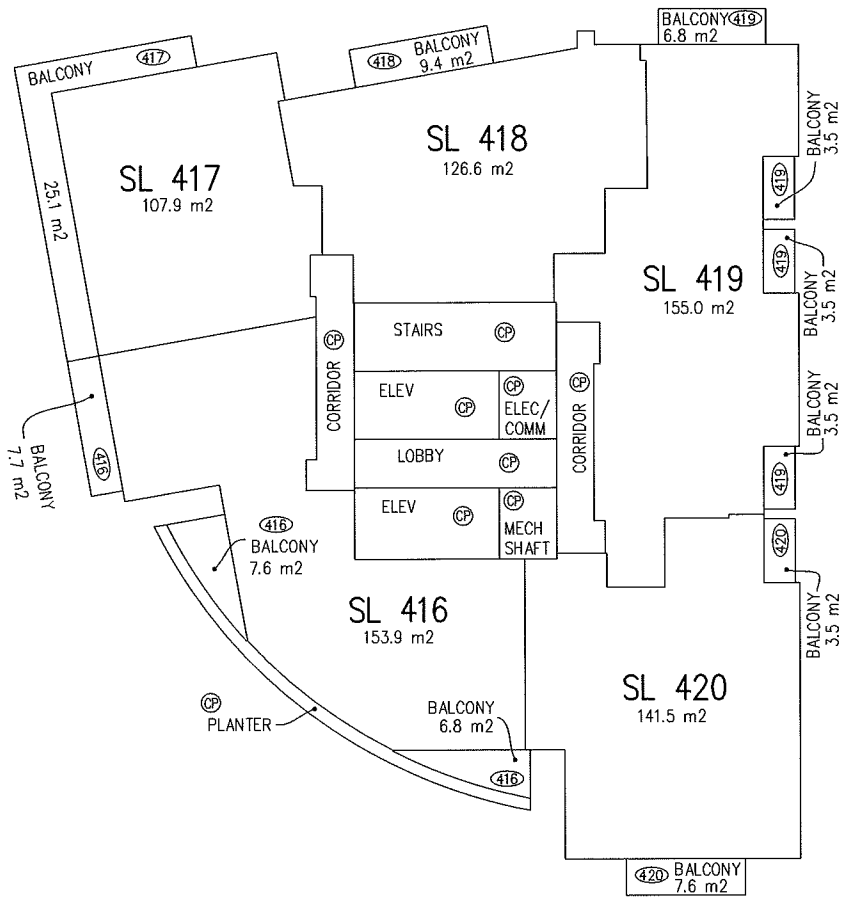


LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ(31) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.

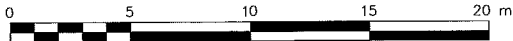


AREA OF COMMON PROPERTY ON LEVEL 43 (FLOOR 50)=134.7 m2

LEVEL 44 (FLOOR 51)

SHEET 56 OF 59 SHEETS

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

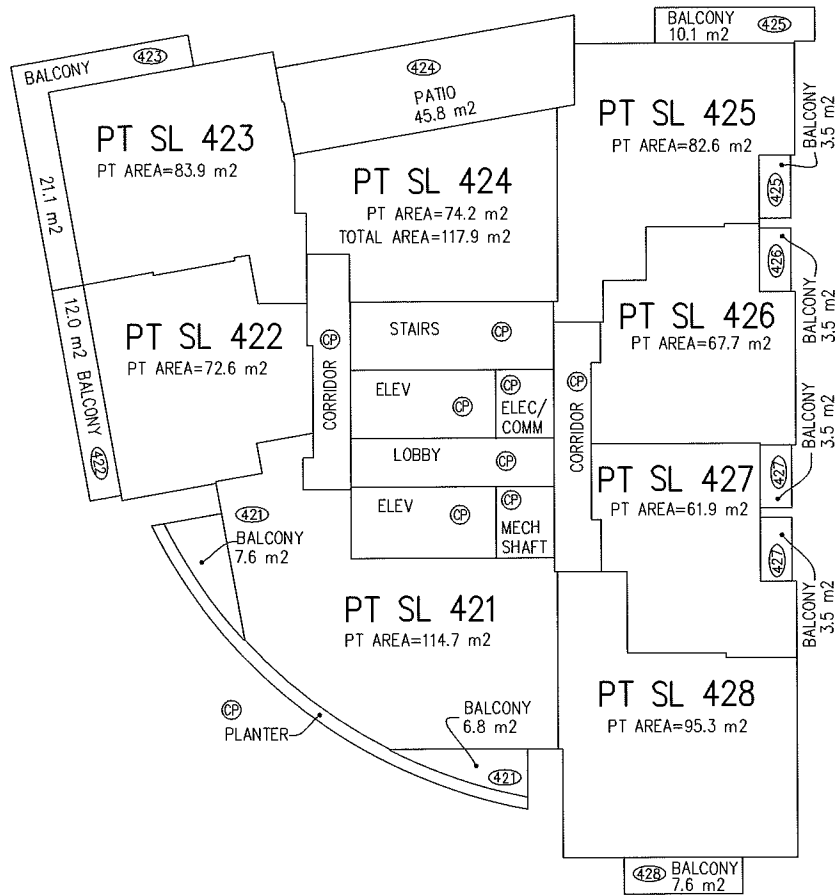


LEGEND

- CP _____ DENOTES COMMON PROPERTY
- ELEC/COMM _____ DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV _____ DENOTES ELEVATOR
- MECH _____ DENOTES MECHANICAL ROOM
- SL _____ DENOTES STRATA LOT
- CP (31) _____ DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.

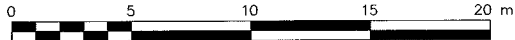


AREA OF COMMON PROPERTY ON LEVEL 44 (FLOOR 51)=137.0 m²

McELHANNAY ASSOCIATES
 LAND SURVEYING LTD.
 FILE: 2112-08111-18 R2
 DATE: 29 NOV 2012

LEVEL 45 (FLOOR 52)

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

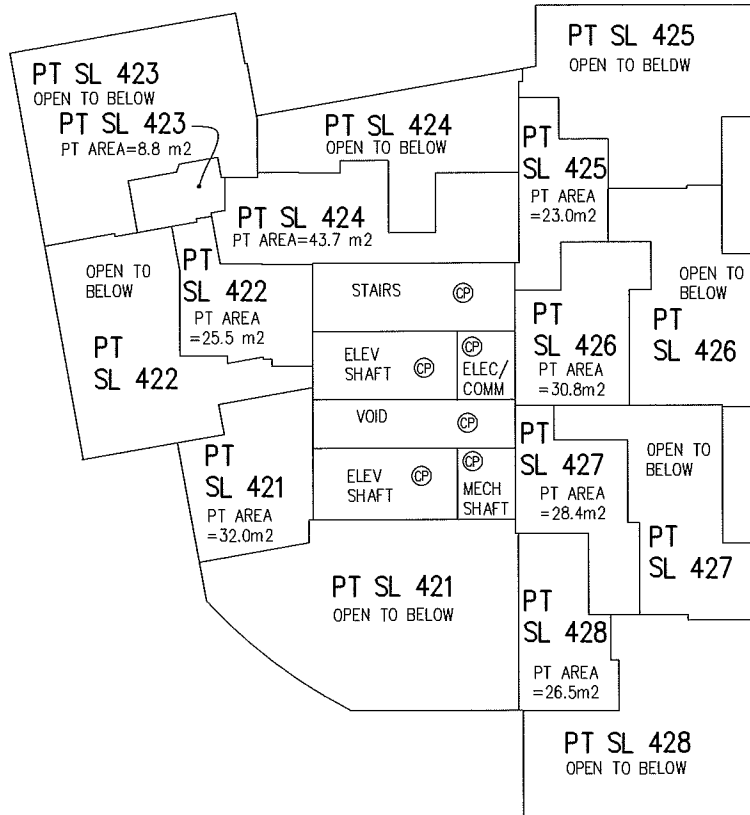


LEGEND

- Ⓢ ——— DENOTES COMMON PROPERTY
- ELEC/COMM ——— DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV ——— DENOTES ELEVATOR
- MECH ——— DENOTES MECHANICAL ROOM
- PT ——— DENOTES PART
- SL ——— DENOTES STRATA LOT
- ③① ——— DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

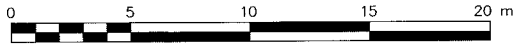
- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.



AREA OF COMMON PROPERTY ON LEVEL 45 (FLOOR 52)=91.5 m²

LEVEL 46 (FLOOR 53)

SCALE 1 : 200



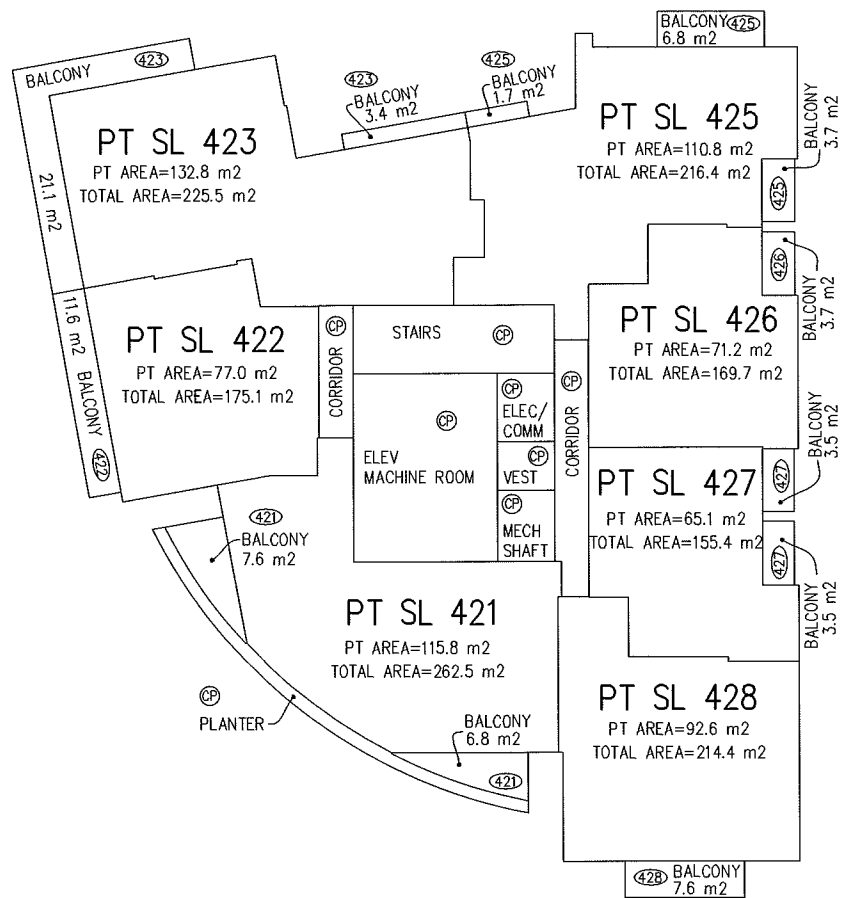
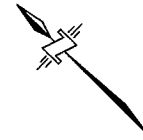
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

- Ⓢ DENOTES COMMON PROPERTY
- ELEC/COMM DENOTES ELECTRICAL/COMMUNICATIONS ROOM
- ELEV DENOTES ELEVATOR
- MECH DENOTES MECHANICAL ROOM
- SL DENOTES STRATA LOT
- Ⓢ(31) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

METHOD OF MEASUREMENT:

- TO CENTRELINE OF ALL DEMISING WALLS BETWEEN STRATA LOTS
- TO OUTSIDE OF FACE OF STUDS ON CORRIDOR WALLS
- TO 20cm INTO CONCRETE WALLS ON ALL ELEVATOR/STAIRWELL CORE WALLS
- TO FACE OF GLASS OR 20cm INTO CONCRETE WALLS OR TO EXTERIOR FACE OF STUDS ON ALL EXTERIOR WALLS UNLESS OTHERWISE NOTED.

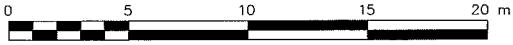


AREA OF COMMON PROPERTY ON LEVEL 46 (FLOOR 53)=124.7 m²

ROOF LEVEL

SHEET 59 OF 59 SHEETS

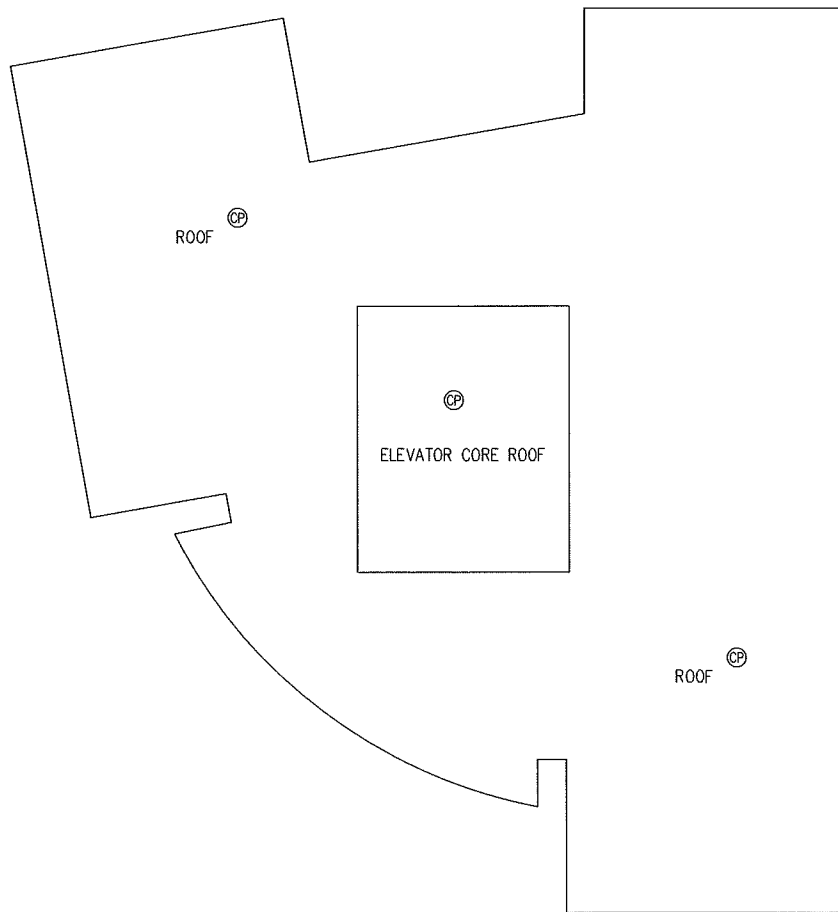
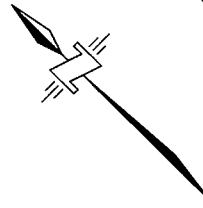
SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

Ⓢ DENOTES COMMON PROPERTY



AREA OF COMMON PROPERTY ON ROOF LEVEL =961.9 m²

McELHANNY ASSOCIATES
LAND SURVEYING LTD.
FILE: 2112-08111-18 R2
DATE: 29 NOV 2012

SCHEDULE “B”
PROPOSED FORM V SCHEDULE OF UNIT ENTITLEMENT

**Strata Property Act
FORM V**

[am. B.C. Reg. 203/2003, s. 5.]

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245 (a), 246, 264)

Re: Strata Plan EPS _ _ _ _ [the registration number of the strata plan],
being a strata plan of

[parcel identifier] pending

[legal description of strata lot] AIR SPACE PARCEL 1 BLOCK 54 DISTRICT LOT 541
GROUP 1 NEW WESTMINSTER DISTRICT AIR SPACE PLAN EPP _ _ _ _

**STRATA PLAN CONSISTING OF BOTH RESIDENTIAL AND NONRESIDENTIAL STRATA
LOTS**

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

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

Certificate of British Columbia Land Surveyor

I,,
a British Columbia land surveyor, certify that the following
table reflects the habitable area of each residential strata lot.
Date: [month day, year].

.....
Signature

OR

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

OR

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

.....
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit entitlement	%* of Total Unit Entitlement of Residential Strata Lots**	%* of Total Unit Entitlement of All Strata Lots**
5	16	81.8	82	0.26	0.26
6	16	46.8	47	0.15	0.15
7	16	52.9	53	0.17	0.17
8	16	84.8	85	0.27	0.27
9	16	71.9	72	0.23	0.23
10	16	88.9	89	0.28	0.28
11	17	82.0	82	0.26	0.26
12	17	45.5	46	0.15	0.15
13	17	48.3	48	0.15	0.15
14	17	47.8	48	0.15	0.15
15	17	81.8	82	0.26	0.26
16	17	46.8	47	0.15	0.15
17	17	52.9	53	0.17	0.17
18	17	105.1	105	0.34	0.33
19	17	68.2	68	0.22	0.22
20	17	43.4	43	0.14	0.14
21	17	82.7	83	0.26	0.26
22	17	50.5	51	0.16	0.16
23	18	82.0	82	0.26	0.26
24	18	45.5	46	0.15	0.15
25	18	48.9	49	0.16	0.16
26	18	47.8	48	0.15	0.15
27	18	81.8	82	0.26	0.26
28	18	46.8	47	0.15	0.15
29	18	52.9	53	0.17	0.17
30	18	105.1	105	0.34	0.33
31	18	68.2	68	0.22	0.22
32	18	43.4	43	0.14	0.14
33	18	82.7	83	0.26	0.26
34	18	50.5	51	0.16	0.16
35	19	82.0	82	0.26	0.26
36	19	45.5	46	0.15	0.15
37	19	48.9	49	0.16	0.16
38	19	47.8	48	0.15	0.15
39	19	81.8	82	0.26	0.26
40	19	46.8	47	0.15	0.15
41	19	52.9	53	0.17	0.17
42	19	105.1	105	0.34	0.33
43	19	68.2	68	0.22	0.22
44	19	43.4	43	0.14	0.14
45	19	82.7	83	0.26	0.26
46	19	50.5	51	0.16	0.16
47	20	82.0	82	0.26	0.26



48	20	45.5	46	0.15	0.15
49	20	48.9	49	0.16	0.16
50	20	47.8	48	0.15	0.15
51	20	81.8	82	0.26	0.26
52	20	46.8	47	0.15	0.15
53	20	52.9	53	0.17	0.17
54	20	105.1	105	0.34	0.33
55	20	68.2	68	0.22	0.22
56	20	43.4	43	0.14	0.14
57	20	82.7	83	0.26	0.26
58	20	50.5	51	0.16	0.16
59	21	82.0	82	0.26	0.26
60	21	45.5	46	0.15	0.15
61	21	48.9	49	0.16	0.16
62	21	47.8	48	0.15	0.15
63	21	81.8	82	0.26	0.26
64	21	46.8	47	0.15	0.15
65	21	52.9	53	0.17	0.17
66	21	105.1	105	0.34	0.33
67	21	68.2	68	0.22	0.22
68	21	43.4	43	0.14	0.14
69	21	82.7	83	0.26	0.26
70	21	50.5	51	0.16	0.16
71	22	82.0	82	0.26	0.26
72	22	45.5	46	0.15	0.15
73	22	48.9	49	0.16	0.16
74	22	47.8	48	0.15	0.15
75	22	81.8	82	0.26	0.26
76	22	46.8	47	0.15	0.15
77	22	52.9	53	0.17	0.17
78	22	105.1	105	0.34	0.33
79	22	68.2	68	0.22	0.22
80	22	43.4	43	0.14	0.14
81	22	82.7	83	0.26	0.26
82	22	50.5	51	0.16	0.16
83	23	82.0	82	0.26	0.26
84	23	45.5	46	0.15	0.15
85	23	48.9	49	0.16	0.16
86	23	47.8	48	0.15	0.15
87	23	81.8	82	0.26	0.26
88	23	46.8	47	0.15	0.15
89	23	52.9	53	0.17	0.17
90	23	105.1	105	0.34	0.33
91	23	68.2	68	0.22	0.22
92	23	43.4	43	0.14	0.14
93	23	82.7	83	0.26	0.26
94	23	50.5	51	0.16	0.16
95	24	82.0	82	0.26	0.26
96	24	45.5	46	0.15	0.15

97	24	48.9	49	0.16	0.16
98	24	47.8	48	0.15	0.15
99	24	81.8	82	0.26	0.26
100	24	46.8	47	0.15	0.15
101	24	52.9	53	0.17	0.17
102	24	105.1	105	0.34	0.33
103	24	68.2	68	0.22	0.22
104	24	43.4	43	0.14	0.14
105	24	82.7	83	0.26	0.26
106	24	50.5	51	0.16	0.16
107	25	82.0	82	0.26	0.26
108	25	45.5	46	0.15	0.15
109	25	48.9	49	0.16	0.16
110	25	47.8	48	0.15	0.15
111	25	81.8	82	0.26	0.26
112	25	46.8	47	0.15	0.15
113	25	52.9	53	0.17	0.17
114	25	105.1	105	0.34	0.33
115	25	68.2	68	0.22	0.22
116	25	43.4	43	0.14	0.14
117	25	82.7	83	0.26	0.26
118	25	50.5	51	0.16	0.16
119	26	82.0	82	0.26	0.26
120	26	45.5	46	0.15	0.15
121	26	48.9	49	0.16	0.16
122	26	47.8	48	0.15	0.15
123	26	81.8	82	0.26	0.26
124	26	46.8	47	0.15	0.15
125	26	52.9	53	0.17	0.17
126	26	105.1	105	0.34	0.33
127	26	68.2	68	0.22	0.22
128	26	43.4	43	0.14	0.14
129	26	82.7	83	0.26	0.26
130	26	50.5	51	0.16	0.16
131	27	82.0	82	0.26	0.26
132	27	45.5	46	0.15	0.15
133	27	48.9	49	0.16	0.16
134	27	47.8	48	0.15	0.15
135	27	81.8	82	0.26	0.26
136	27	46.8	47	0.15	0.15
137	27	52.9	53	0.17	0.17
138	27	105.1	105	0.34	0.33
139	27	68.2	68	0.22	0.22
140	27	43.4	43	0.14	0.14
141	27	82.7	83	0.26	0.26
142	27	50.5	51	0.16	0.16
143	28	82.0	82	0.26	0.26
144	28	45.5	46	0.15	0.15
145	28	48.9	49	0.16	0.16



146	28	47.8	48	0.15	0.15
147	28	81.8	82	0.26	0.26
148	28	46.8	47	0.15	0.15
149	28	52.9	53	0.17	0.17
150	28	105.1	105	0.34	0.33
151	28	68.2	68	0.22	0.22
152	28	43.4	43	0.14	0.14
153	28	82.7	83	0.26	0.26
154	28	50.5	51	0.16	0.16
155	29	82.0	82	0.26	0.26
156	29	45.5	46	0.15	0.15
157	29	48.9	49	0.16	0.16
158	29	47.8	48	0.15	0.15
159	29	81.8	82	0.26	0.26
160	29	46.8	47	0.15	0.15
161	29	52.9	53	0.17	0.17
162	29	105.1	105	0.34	0.33
163	29	68.2	68	0.22	0.22
164	29	43.4	43	0.14	0.14
165	29	82.7	83	0.26	0.26
166	29	50.5	51	0.16	0.16
167	30	82.0	82	0.26	0.26
168	30	45.5	46	0.15	0.15
169	30	48.9	49	0.16	0.16
170	30	47.8	48	0.15	0.15
171	30	81.8	82	0.26	0.26
172	30	46.8	47	0.15	0.15
173	30	53.0	53	0.17	0.17
174	30	74.5	75	0.24	0.24
175	30	64.7	65	0.21	0.21
176	30	79.3	79	0.25	0.25
177	30	50.4	50	0.16	0.16
178	31	82.0	82	0.26	0.26
179	31	45.6	46	0.15	0.15
180	31	48.9	49	0.16	0.16
181	31	47.8	48	0.15	0.15
182	31	81.8	82	0.26	0.26
183	31	46.8	47	0.15	0.15
184	31	53.0	53	0.17	0.17
185	31	97.6	98	0.31	0.31
186	31	45.8	46	0.15	0.15
187	31	45.6	46	0.15	0.15
188	31	108.2	108	0.34	0.34
189	31	50.4	50	0.16	0.16
190	32	82.0	82	0.26	0.26
191	32	45.6	46	0.15	0.15
192	32	48.9	49	0.16	0.16
193	32	47.8	48	0.15	0.15
194	32	81.8	82	0.26	0.26



195	32	46.8	47	0.15	0.15
196	32	53.0	53	0.17	0.17
197	32	97.6	98	0.31	0.31
198	32	45.8	46	0.15	0.15
199	32	45.6	46	0.15	0.15
200	32	108.2	108	0.34	0.34
201	32	50.4	50	0.16	0.16
202	33	82.0	82	0.26	0.26
203	33	45.6	46	0.15	0.15
204	33	48.9	49	0.16	0.16
205	33	47.8	48	0.15	0.15
206	33	81.8	82	0.26	0.26
207	33	46.8	47	0.15	0.15
208	33	53.0	53	0.17	0.17
209	33	97.6	98	0.31	0.31
210	33	45.8	46	0.15	0.15
211	33	45.6	46	0.15	0.15
212	33	108.2	108	0.34	0.34
213	33	50.4	50	0.16	0.16
214	34	82.0	82	0.26	0.26
215	34	45.6	46	0.15	0.15
216	34	48.9	49	0.16	0.16
217	34	47.8	48	0.15	0.15
218	34	81.8	82	0.26	0.26
219	34	46.8	47	0.15	0.15
220	34	53.0	53	0.17	0.17
221	34	97.6	98	0.31	0.31
222	34	45.8	46	0.15	0.15
223	34	45.6	46	0.15	0.15
224	34	108.2	108	0.34	0.34
225	34	50.4	50	0.16	0.16
226	35	82.0	82	0.26	0.26
227	35	45.6	46	0.15	0.15
228	35	48.9	49	0.16	0.16
229	35	47.8	48	0.15	0.15
230	35	81.8	82	0.26	0.26
231	35	46.8	47	0.15	0.15
232	35	53.0	53	0.17	0.17
233	35	97.6	98	0.31	0.31
234	35	45.8	46	0.15	0.15
235	35	45.6	46	0.15	0.15
236	35	108.2	108	0.34	0.34
237	35	50.4	50	0.16	0.16
238	36	82.0	82	0.26	0.26
239	36	45.6	46	0.15	0.15
240	36	48.9	49	0.16	0.16
241	36	47.8	48	0.15	0.15
242	36	81.8	82	0.26	0.26
243	36	46.8	47	0.15	0.15



244	36	53.0	53	0.17	0.17
245	36	97.6	98	0.31	0.31
246	36	45.8	46	0.15	0.15
247	36	45.6	46	0.15	0.15
248	36	108.2	108	0.34	0.34
249	36	50.4	50	0.16	0.16
250	37	82.0	82	0.26	0.26
251	37	45.6	46	0.15	0.15
252	37	48.9	49	0.16	0.16
253	37	47.8	48	0.15	0.15
254	37	81.8	82	0.26	0.26
255	37	46.8	47	0.15	0.15
256	37	53.0	53	0.17	0.17
257	37	97.6	98	0.31	0.31
258	37	45.8	46	0.15	0.15
259	37	45.6	46	0.15	0.15
260	37	108.2	108	0.34	0.34
261	37	50.5	51	0.16	0.16
262	38	82.0	82	0.26	0.26
263	38	45.6	46	0.15	0.15
264	38	48.9	49	0.16	0.16
265	38	47.8	48	0.15	0.15
266	38	81.8	82	0.26	0.26
267	38	46.8	47	0.15	0.15
268	38	53.0	53	0.17	0.17
269	38	97.6	98	0.31	0.31
270	38	91.6	92	0.29	0.29
271	38	109.0	109	0.35	0.35
272	38	50.5	51	0.16	0.16
273	39	82.0	82	0.26	0.26
274	39	45.6	46	0.15	0.15
275	39	48.9	49	0.16	0.16
276	39	47.8	48	0.15	0.15
277	39	81.8	82	0.26	0.26
278	39	46.8	47	0.15	0.15
279	39	53.0	53	0.17	0.17
280	39	97.6	98	0.31	0.31
281	39	91.6	92	0.29	0.29
282	39	109.0	109	0.35	0.35
283	39	50.5	51	0.16	0.16
284	40	82.0	82	0.26	0.26
285	40	45.6	46	0.15	0.15
286	40	48.9	49	0.16	0.16
287	40	47.8	48	0.15	0.15
288	40	81.8	82	0.26	0.26
289	40	46.8	47	0.15	0.15
290	40	53.0	53	0.17	0.17
291	40	97.6	98	0.31	0.31
292	40	91.6	92	0.29	0.29



293	40	109.0	109	0.35	0.35
294	40	50.5	51	0.16	0.16
295	41	82.0	82	0.26	0.26
296	41	45.6	46	0.15	0.15
297	41	48.9	49	0.16	0.16
298	41	47.8	48	0.15	0.15
299	41	81.8	82	0.26	0.26
300	41	46.8	47	0.15	0.15
301	41	53.0	53	0.17	0.17
302	41	97.6	98	0.31	0.31
303	41	91.6	92	0.29	0.29
304	41	109.0	109	0.35	0.35
305	41	50.5	51	0.16	0.16
306	42	82.0	82	0.26	0.26
307	42	45.6	46	0.15	0.15
308	42	48.9	49	0.16	0.16
309	42	47.8	48	0.15	0.15
310	42	81.8	82	0.26	0.26
311	42	46.8	47	0.15	0.15
312	42	53.0	53	0.17	0.17
313	42	97.6	98	0.31	0.31
314	42	91.6	92	0.29	0.29
315	42	109.0	109	0.35	0.35
316	42	50.5	51	0.16	0.16
317	43	82.0	82	0.26	0.26
318	43	45.6	46	0.15	0.15
319	43	48.9	49	0.16	0.16
320	43	47.8	48	0.15	0.15
321	43	81.8	82	0.26	0.26
322	43	46.8	47	0.15	0.15
323	43	53.0	53	0.17	0.17
324	43	97.6	98	0.31	0.31
325	43	91.6	92	0.29	0.29
326	43	109.0	109	0.35	0.35
327	43	50.5	51	0.16	0.16
328	44	82.0	82	0.26	0.26
329	44	45.6	46	0.15	0.15
330	44	48.9	49	0.16	0.16
331	44	47.8	48	0.15	0.15
332	44	81.8	82	0.26	0.26
333	44	46.8	47	0.15	0.15
334	44	53.0	53	0.17	0.17
335	44	77.1	77	0.25	0.24
336	44	67.8	68	0.22	0.22
337	44	82.2	82	0.26	0.26
338	44	50.5	51	0.16	0.16
339	45	82.1	82	0.26	0.26
340	45	97.1	97	0.31	0.31
341	45	75.5	76	0.24	0.24



342	45	105.2	105	0.34	0.33
343	45	103.3	103	0.33	0.33
344	45	125.9	126	0.40	0.40
345	45	83.6	84	0.27	0.27
346	45	100.3	100	0.32	0.32
347	46	82.1	82	0.26	0.26
348	46	97.1	97	0.31	0.31
349	46	75.5	76	0.24	0.24
350	46	105.2	105	0.34	0.33
351	46	103.3	103	0.33	0.33
352	46	125.9	126	0.40	0.40
353	46	83.6	84	0.27	0.27
354	46	100.3	100	0.32	0.32
355	47	82.1	82	0.26	0.26
356	47	97.1	97	0.31	0.31
357	47	75.5	76	0.24	0.24
358	47	105.2	105	0.34	0.33
359	47	103.3	103	0.33	0.33
360	47	125.9	126	0.40	0.40
361	47	83.6	84	0.27	0.27
362	47	100.3	100	0.32	0.32
363	48	82.1	82	0.26	0.26
364	48	97.1	97	0.31	0.31
365	48	75.5	76	0.24	0.24
366	48	105.2	105	0.34	0.33
367	48	103.3	103	0.33	0.33
368	48	125.9	126	0.40	0.40
369	48	83.6	84	0.27	0.27
370	48	100.3	100	0.32	0.32
371	49	82.1	82	0.26	0.26
372	49	97.1	97	0.31	0.31
373	49	75.5	76	0.24	0.24
374	49	105.2	105	0.34	0.33
375	49	103.3	103	0.33	0.33
376	49	125.9	126	0.40	0.40
377	49	83.6	84	0.27	0.27
378	49	100.3	100	0.32	0.32
379	50	82.1	82	0.26	0.26
380	50	97.1	97	0.31	0.31
381	50	75.5	76	0.24	0.24
382	50	105.2	105	0.34	0.33
383	50	103.3	103	0.33	0.33
384	50	125.9	126	0.40	0.40
385	50	83.6	84	0.27	0.27
386	50	100.3	100	0.32	0.32
387	51	82.1	82	0.26	0.26
388	51	97.1	97	0.31	0.31
389	51	75.5	76	0.24	0.24
390	51	105.2	105	0.34	0.33



391	51	103.3	103	0.33	0.33
392	51	125.9	126	0.40	0.40
393	51	83.6	84	0.27	0.27
394	51	100.3	100	0.32	0.32
395	52	82.1	82	0.26	0.26
396	52	97.1	97	0.31	0.31
397	52	75.5	76	0.24	0.24
398	52	105.2	105	0.34	0.33
399	52	103.3	103	0.33	0.33
400	52	125.9	126	0.40	0.40
401	52	83.6	84	0.27	0.27
402	52	100.3	100	0.32	0.32
403	53	82.1	82	0.26	0.26
404	53	97.1	97	0.31	0.31
405	53	75.5	76	0.24	0.24
406	53	105.2	105	0.34	0.33
407	53	103.3	103	0.33	0.33
408	53	125.9	126	0.40	0.40
409	53	83.6	84	0.27	0.27
410	53	100.3	100	0.32	0.32
411	54	153.9	154	0.49	0.49
412	54	107.9	108	0.34	0.34
413	54	126.6	127	0.41	0.40
414	54	155.0	155	0.49	0.49
415	54	141.5	142	0.45	0.45
416	55	153.9	154	0.49	0.49
417	55	107.9	108	0.34	0.34
418	55	126.6	127	0.41	0.40
419	55	155.0	155	0.49	0.49
420	55	141.5	142	0.45	0.45
421	56, 57 & 58	262.5	263	0.84	0.83
422	56, 57 & 58	175.1	175	0.56	0.55
423	56, 57 & 58	225.5	226	0.72	0.72
424	56 & 57	117.9	118	0.38	0.37
425	56, 57 & 58	216.4	216	0.69	0.68
426	56, 57 & 58	169.7	170	0.54	0.54
427	56, 57 & 58	155.4	155	0.49	0.49
428	56, 57 & 58	214.4	214	0.68	0.68
Total number of residential strata lots: 424			Total unit entitlement of residential strata lots:31323		

* 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 **nonresidential** strata lot is one of the following [check appropriate box], 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,,
 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 nonresidential 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 m ²	Unit entitlement	%* of Total Unit Entitlement of Nonresidential Strata Lots**	%* of Total Unit Entitlement of All Strata Lots**
1	16	87.1	87	32.95	0.28
2	16	80.9	81	30.68	0.26
3	16	48.3	48	18.18	0.15
4	16	47.8	48	18.18	0.15
Total number of nonresidential strata lots: 4			Total unit entitlement of nonresidential strata lots: 264		

* 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)

PRELIMINARY

SCHEDULE "C"
PROPOSED FORM W SCHEDULE OF VOTING RIGHTS

Strata Property Act

FORM W

[am. B.C. Reg. 203/2003, s. 5.]

SCHEDULE OF VOTING RIGHTS

(Sections 245 (b), 247, 248, 264)

Re: Strata Plan EPS _____ [the registration number of the strata plan],
being a strata plan of

[parcel identifier] pending

[legal description of strata lot] AIR SPACE PARCEL 1 BLOCK 54 DISTRICT LOT 541
GROUP 1 NEW WESTMINSTER DISTRICT AIR SPACE PLAN EPP _____

The strata plan is composed of 4.[number] nonresidential strata lots, and 424.[number] residential strata lots.

The number of votes per strata lot is one of the following [check appropriate box], 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 (Residential or Nonresidential)	Sheet No.	Number of Votes
1	Nonresidential	16	1.2
2	Nonresidential	16	1.1
3	Nonresidential	16	0.7
4	Nonresidential	16	0.6
5	Residential	16	1
6	Residential	16	1
7	Residential	16	1
8	Residential	16	1
9	Residential	16	1
10	Residential	16	1
11	Residential	17	1
12	Residential	17	1
13	Residential	17	1
14	Residential	17	1
15	Residential	17	1
16	Residential	17	1
17	Residential	17	1
18	Residential	17	1
19	Residential	17	1
20	Residential	17	1
21	Residential	17	1
22	Residential	17	1
23	Residential	18	1
24	Residential	18	1
25	Residential	18	1
26	Residential	18	1
27	Residential	18	1
28	Residential	18	1
29	Residential	18	1
30	Residential	18	1
31	Residential	18	1
32	Residential	18	1
33	Residential	18	1
34	Residential	18	1
35	Residential	19	1
36	Residential	19	1
37	Residential	19	1
38	Residential	19	1
39	Residential	19	1
40	Residential	19	1
41	Residential	19	1
42	Residential	19	1



43	Residential	19	1
44	Residential	19	1
45	Residential	19	1
46	Residential	19	1
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417	Residential	55	1
418	Residential	55	1



419	Residential	55	1
420	Residential	55	1
421	Residential	56, 57 & 58	1
422	Residential	56, 57 & 58	1
423	Residential	56, 57 & 58	1
424	Residential	56 & 57	1
425	Residential	56, 57 & 58	1
426	Residential	56, 57 & 58	1
427	Residential	56, 57 & 58	1
428	Residential	56, 57 & 58	1
Total number of strata lots: 428		Total number of votes: 427.6	

Date: [month day, year].

.....
Signature of Owner Developer

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

PRELIMINARY

SCHEDULE "D"
INTERIM BUDGET AND MONTHLY ASSESSMENTS

TELUS GARDEN INTERIM BUDGET

Number of Strata Lots 428

EXPENSES	(\$)	Amount
Adminsitration		20,544
Communications & Permits		4,130
Concierge		200,000
Employment Taxes, Uniforms & Benefits		30,000
Insurance		173,745
Management Fee		120,901
Shared Vehicles Parking Spaces Fee (Residential Component share only)		8,971
Repair & Maintenance		36,000
Garbage / Recycling		34,460
Elevator		32,320
Retail Elevator (Residential Component share only)		375
HVAC (Residential Component share only)		17,800
TELUS OPTIK Services*		282,480
Emergency generator (Residential Component share only)		6,230
Electrical repair		10,000
Parkade maintenance & repair (Residential Component share only)		17,800
Security Access System		48,000
Fire safety (Residential Component share only)		13,350
Window cleaning		35,000
Janitorial		48,000
Landscaping		32,000
Amenity Fee		139,100
Pool Area Cost Reimbursement		22,000
Snow removal		1,000
Electricity		84,000
Heating & Cooling and domestic hot water		431,766
Gas		41,088
Sewer / Water		30,000
		<hr/>
		1,921,061
Contingency	5%	96,053
Total Operating Budget		2,017,114

* If Bulk Supply Agreement has been entered into (see Subsection 3.9 (2))

Strata Lot	Unit #	Unit entitlement	Monthly Assessments
1	601	87	\$462.98
2	602	81	\$431.05
3	603	48	\$255.44
4	605	48	\$255.44
5	606	82	\$436.37
6	607	47	\$250.11
7	608	53	\$282.04
8	609	85	\$452.33
9	610	72	\$383.15
10	611	89	\$473.62
11	701	82	\$436.37
12	702	46	\$244.79
13	703	48	\$255.44
14	705	48	\$255.44
15	706	82	\$436.37
16	707	47	\$250.11
17	708	53	\$282.04
18	709	105	\$558.77
19	710	68	\$361.87
20	711	43	\$228.83
21	712	83	\$441.69
22	715	51	\$271.40
23	801	82	\$436.37
24	802	46	\$244.79
25	803	49	\$260.76
26	805	48	\$255.44
27	806	82	\$436.37
28	807	47	\$250.11
29	808	53	\$282.04
30	809	105	\$558.77
31	810	68	\$361.87
32	811	43	\$228.83
33	812	83	\$441.69
34	815	51	\$271.40
35	901	82	\$436.37
36	902	46	\$244.79
37	903	49	\$260.76
38	905	48	\$255.44
39	906	82	\$436.37
40	907	47	\$250.11
41	908	53	\$282.04

42	909	105	\$558.77
43	910	68	\$361.87
44	911	43	\$228.83
45	912	83	\$441.69
46	915	51	\$271.40
47	1001	82	\$436.37
48	1002	46	\$244.79
49	1003	49	\$260.76
50	1005	48	\$255.44
51	1006	82	\$436.37
52	1007	47	\$250.11
53	1008	53	\$282.04
54	1009	105	\$558.77
55	1010	68	\$361.87
56	1011	43	\$228.83
57	1012	83	\$441.69
58	1015	51	\$271.40
59	1101	82	\$436.37
60	1102	46	\$244.79
61	1103	49	\$260.76
62	1105	48	\$255.44
63	1106	82	\$436.37
64	1107	47	\$250.11
65	1108	53	\$282.04
66	1109	105	\$558.77
67	1110	68	\$361.87
68	1111	43	\$228.83
69	1112	83	\$441.69
70	1115	51	\$271.40
71	1201	82	\$436.37
72	1202	46	\$244.79
73	1203	49	\$260.76
74	1205	48	\$255.44
75	1206	82	\$436.37
76	1207	47	\$250.11
77	1208	53	\$282.04
78	1209	105	\$558.77
79	1210	68	\$361.87
80	1211	43	\$228.83
81	1212	83	\$441.69
82	1215	51	\$271.40
83	1501	82	\$436.37
84	1502	46	\$244.79
85	1503	49	\$260.76

86	1505	48	\$255.44
87	1506	82	\$436.37
88	1507	47	\$250.11
89	1508	53	\$282.04
90	1509	105	\$558.77
91	1510	68	\$361.87
92	1511	43	\$228.83
93	1512	83	\$441.69
94	1515	51	\$271.40
95	1601	82	\$436.37
96	1602	46	\$244.79
97	1603	49	\$260.76
98	1605	48	\$255.44
99	1606	82	\$436.37
100	1607	47	\$250.11
101	1608	53	\$282.04
102	1609	105	\$558.77
103	1610	68	\$361.87
104	1611	43	\$228.83
105	1612	83	\$441.69
106	1615	51	\$271.40
107	1701	82	\$436.37
108	1702	46	\$244.79
109	1703	49	\$260.76
110	1705	48	\$255.44
111	1706	82	\$436.37
112	1707	47	\$250.11
113	1708	53	\$282.04
114	1709	105	\$558.77
115	1710	68	\$361.87
116	1711	43	\$228.83
117	1712	83	\$441.69
118	1715	51	\$271.40
119	1801	82	\$436.37
120	1802	46	\$244.79
121	1803	49	\$260.76
122	1805	48	\$255.44
123	1806	82	\$436.37
124	1807	47	\$250.11
125	1808	53	\$282.04
126	1809	105	\$558.77
127	1810	68	\$361.87
128	1811	43	\$228.83
129	1812	83	\$441.69



130	1815	51	\$271.40
131	1901	82	\$436.37
132	1902	46	\$244.79
133	1903	49	\$260.76
134	1905	48	\$255.44
135	1906	82	\$436.37
136	1907	47	\$250.11
137	1908	53	\$282.04
138	1909	105	\$558.77
139	1910	68	\$361.87
140	1911	43	\$228.83
141	1912	83	\$441.69
142	1915	51	\$271.40
143	2001	82	\$436.37
144	2002	46	\$244.79
145	2003	49	\$260.76
146	2005	48	\$255.44
147	2006	82	\$436.37
148	2007	47	\$250.11
149	2008	53	\$282.04
150	2009	105	\$558.77
151	2010	68	\$361.87
152	2011	43	\$228.83
153	2012	83	\$441.69
154	2015	51	\$271.40
155	2101	82	\$436.37
156	2102	46	\$244.79
157	2103	49	\$260.76
158	2105	48	\$255.44
159	2106	82	\$436.37
160	2107	47	\$250.11
161	2108	53	\$282.04
162	2109	105	\$558.77
163	2110	68	\$361.87
164	2111	43	\$228.83
165	2112	83	\$441.69
166	2115	51	\$271.40
167	2201	82	\$436.37
168	2202	46	\$244.79
169	2203	49	\$260.76
170	2205	48	\$255.44
171	2206	82	\$436.37
172	2207	47	\$250.11
173	2208	53	\$282.04

174	2209	75	\$399.12
175	2210	65	\$345.90
176	2211	79	\$420.41
177	2212	50	\$266.08
178	2301	82	\$436.37
179	2302	46	\$244.79
180	2303	49	\$260.76
181	2305	48	\$255.44
182	2306	82	\$436.37
183	2307	47	\$250.11
184	2308	53	\$282.04
185	2309	98	\$521.52
186	2310	46	\$244.79
187	2311	46	\$244.79
188	2312	108	\$574.73
189	2315	50	\$266.08
190	2501	82	\$436.37
191	2502	46	\$244.79
192	2503	49	\$260.76
193	2505	48	\$255.44
194	2506	82	\$436.37
195	2507	47	\$250.11
196	2508	53	\$282.04
197	2509	98	\$521.52
198	2510	46	\$244.79
199	2511	46	\$244.79
200	2512	108	\$574.73
201	2515	50	\$266.08
202	2601	82	\$436.37
203	2602	46	\$244.79
204	2603	49	\$260.76
205	2605	48	\$255.44
206	2606	82	\$436.37
207	2607	47	\$250.11
208	2608	53	\$282.04
209	2609	98	\$521.52
210	2610	46	\$244.79
211	2611	46	\$244.79
212	2612	108	\$574.73
213	2615	50	\$266.08
214	2701	82	\$436.37
215	2702	46	\$244.79
216	2703	49	\$260.76
217	2705	48	\$255.44

218	2706	82	\$436.37
219	2707	47	\$250.11
220	2708	53	\$282.04
221	2709	98	\$521.52
222	2710	46	\$244.79
223	2711	46	\$244.79
224	2712	108	\$574.73
225	2715	50	\$266.08
226	2801	82	\$436.37
227	2802	46	\$244.79
228	2803	49	\$260.76
229	2805	48	\$255.44
230	2806	82	\$436.37
231	2807	47	\$250.11
232	2808	53	\$282.04
233	2809	98	\$521.52
234	2810	46	\$244.79
235	2811	46	\$244.79
236	2812	108	\$574.73
237	2815	50	\$266.08
238	2901	82	\$436.37
239	2902	46	\$244.79
240	2903	49	\$260.76
241	2905	48	\$255.44
242	2906	82	\$436.37
243	2907	47	\$250.11
244	2908	53	\$282.04
245	2909	98	\$521.52
246	2910	46	\$244.79
247	2911	46	\$244.79
248	2912	108	\$574.73
249	2915	50	\$266.08
250	3001	82	\$436.37
251	3002	46	\$244.79
252	3003	49	\$260.76
253	3005	48	\$255.44
254	3006	82	\$436.37
255	3007	47	\$250.11
256	3008	53	\$282.04
257	3009	98	\$521.52
258	3010	46	\$244.79
259	3011	46	\$244.79
260	3012	108	\$574.73
261	3015	51	\$271.40



262	3101	82	\$436.37
263	3102	46	\$244.79
264	3103	49	\$260.76
265	3105	48	\$255.44
266	3106	82	\$436.37
267	3107	47	\$250.11
268	3108	53	\$282.04
269	3109	98	\$521.52
270	3110	92	\$489.59
271	3111	109	\$580.05
272	3112	51	\$271.40
273	3201	82	\$436.37
274	3202	46	\$244.79
275	3203	49	\$260.76
276	3205	48	\$255.44
277	3206	82	\$436.37
278	3207	47	\$250.11
279	3208	53	\$282.04
280	3209	98	\$521.52
281	3210	92	\$489.59
282	3211	109	\$580.05
283	3212	51	\$271.40
284	3301	82	\$436.37
285	3302	46	\$244.79
286	3303	49	\$260.76
287	3305	48	\$255.44
288	3306	82	\$436.37
289	3307	47	\$250.11
290	3308	53	\$282.04
291	3309	98	\$521.52
292	3310	92	\$489.59
293	3311	109	\$580.05
294	3312	51	\$271.40
295	3501	82	\$436.37
296	3502	46	\$244.79
297	3503	49	\$260.76
298	3505	48	\$255.44
299	3506	82	\$436.37
300	3507	47	\$250.11
301	3508	53	\$282.04
302	3509	98	\$521.52
303	3510	92	\$489.59
304	3511	109	\$580.05
305	3512	51	\$271.40

306	3601	82	\$436.37
307	3602	46	\$244.79
308	3603	49	\$260.76
309	3605	48	\$255.44
310	3606	82	\$436.37
311	3607	47	\$250.11
312	3608	53	\$282.04
313	3609	98	\$521.52
314	3610	92	\$489.59
315	3611	109	\$580.05
316	3612	51	\$271.40
317	3701	82	\$436.37
318	3702	46	\$244.79
319	3703	49	\$260.76
320	3705	48	\$255.44
321	3706	82	\$436.37
322	3707	47	\$250.11
323	3708	53	\$282.04
324	3709	98	\$521.52
325	3710	92	\$489.59
326	3711	109	\$580.05
327	3712	51	\$271.40
328	3801	82	\$436.37
329	3802	46	\$244.79
330	3803	49	\$260.76
331	3805	48	\$255.44
332	3806	82	\$436.37
333	3807	47	\$250.11
334	3808	53	\$282.04
335	3809	77	\$409.76
336	3810	68	\$361.87
337	3811	82	\$436.37
338	3812	51	\$271.40
339	3901	82	\$436.37
340	3902	97	\$516.19
341	3903	76	\$404.44
342	3905	105	\$558.77
343	3906	103	\$548.12
344	3907	126	\$670.52
345	3908	84	\$447.01
346	3909	100	\$532.16
347	4001	82	\$436.37
348	4002	97	\$516.19
349	4003	76	\$404.44



350	4005	105	\$558.77
351	4006	103	\$548.12
352	4007	126	\$670.52
353	4008	84	\$447.01
354	4009	100	\$532.16
355	4101	82	\$436.37
356	4102	97	\$516.19
357	4103	76	\$404.44
358	4105	105	\$558.77
359	4106	103	\$548.12
360	4107	126	\$670.52
361	4108	84	\$447.01
362	4109	100	\$532.16
363	4201	82	\$436.37
364	4202	97	\$516.19
365	4203	76	\$404.44
366	4205	105	\$558.77
367	4206	103	\$548.12
368	4207	126	\$670.52
369	4208	84	\$447.01
370	4209	100	\$532.16
371	4301	82	\$436.37
372	4302	97	\$516.19
373	4303	76	\$404.44
374	4305	105	\$558.77
375	4306	103	\$548.12
376	4307	126	\$670.52
377	4308	84	\$447.01
378	4309	100	\$532.16
379	4501	82	\$436.37
380	4502	97	\$516.19
381	4503	76	\$404.44
382	4505	105	\$558.77
383	4506	103	\$548.12
384	4507	126	\$670.52
385	4508	84	\$447.01
386	4509	100	\$532.16
387	4601	82	\$436.37
388	4602	97	\$516.19
389	4603	76	\$404.44
390	4605	105	\$558.77
391	4606	103	\$548.12
392	4607	126	\$670.52
393	4608	84	\$447.01



394	4609	100	\$532.16
395	4701	82	\$436.37
396	4702	97	\$516.19
397	4703	76	\$404.44
398	4705	105	\$558.77
399	4706	103	\$548.12
400	4707	126	\$670.52
401	4708	84	\$447.01
402	4709	100	\$532.16
403	4801	82	\$436.37
404	4802	97	\$516.19
405	4803	76	\$404.44
406	4805	105	\$558.77
407	4806	103	\$548.12
408	4807	126	\$670.52
409	4808	84	\$447.01
410	4809	100	\$532.16
411	4901	154	\$819.52
412	4902	108	\$574.73
413	4903	127	\$675.84
414	4905	155	\$824.85
415	4906	142	\$755.66
416	5001	154	\$819.52
417	5002	108	\$574.73
418	5003	127	\$675.84
419	5005	155	\$824.85
420	5006	142	\$755.66
421	PH-1	263	\$1,399.58
422	PH-2	175	\$931.28
423	PH-3	226	\$1,202.68
424	PH-5	118	\$627.95
425	PH-6	216	\$1,149.46
426	PH-7	170	\$904.67
427	PH-8	155	\$824.85
428	PH-9	214	\$1,138.82
Monthly Totals		31587	\$168,092.86
Annual Totals			\$2,017,114.30

SCHEDULE "E"
CONTRACT OF PURCHASE AND SALE

TELUS GARDEN

CONTRACT OF PURCHASE AND SALE

"Vendor" **501 Robson Residential Partnership**
 501 – 1067 West Cordova Street
 Vancouver, BC V6C 1C7

The Purchaser is a Resident of Canada: Yes / No
 Social Insurance Number (if Resident of Canada)
 ____ / ____ / ____ ____ / ____ / ____

"Purchaser" _____

Tel 1: _____ Tel 2: _____ Fax: _____ Email: _____

RE: Proposed Strata Lot _____ (Unit No. _____) (the "Strata Lot") in the development known as "TELUS Garden" (the "Development") to be constructed on a portion of the lands (the "Lands") with a civic address proposed to be described as 777 Richards Street (currently 775 Richards Street), Vancouver, B.C. and presently legally described as PID: 028-779-592, Lot 1 Block 54 District Lot 541 Group 1 New Westminster District Plan BCP50275. The Lands will be subdivided so as to create one or more air space parcels (all such air space parcels together with the remainder of the Lands are hereinafter collectively referred to as the "Project") and the Development will be located within one such air space parcel.

Purchase Price: \$ _____
 The Purchase Price is exclusive of HST, GST and B.C. Transition Tax.

1. Offer. The Purchaser hereby offers to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms set forth herein subject to the encumbrances (the "Permitted Encumbrances") referred to in section 4.3 and 4.4 of the Disclosure Statement (as hereinafter defined). The Purchaser acknowledges that he is purchasing a strata lot, which is to be constructed or is presently under construction.

2. Deposit. The Purchaser will pay deposit monies (collectively, the "Deposit") as herein provided, by certified cheque or bank draft payable to Kornfeld LLP (the "Vendor's Solicitors") in trust as stakeholder and the Deposit will be held in accordance with the *Real Estate Development Marketing Act* (British Columbia) and the *Real Estate Services Act* (British Columbia). The Purchaser shall pay the Deposit as follows:

- a. the sum of Twenty Thousand Dollars (\$20,000.00), forthwith upon the Purchaser's execution of this offer. If the Purchaser delivers written notice to the Vendor cancelling this Contract by 5:00 p.m. on the seventh (7th) day following the date of acceptance of this offer by the Vendor (the "Contract Date"), then this initial instalment of the Deposit shall be returned to the Purchaser and this Contract shall thereafter be null and void;
- b. such sum as is required to increase the Deposit to a total 10% of the Purchase Price, being \$ _____, on the date which is eight (8) days after the Contract Date;
- c. the sum that is an additional 5% of the Purchase Price, being \$ _____, payable upon the date which is six (6) months after the Contract Date;
- d. the sum that is an additional 5% of the Purchase Price, being \$ _____, payable on the date that is one (1) year after the Contract Date; and
- e. the sum that is an additional 5% of the Purchase Price, being \$ _____, payable on the date that is six (6) months after the date on which the deposit under subsection 2(d) is due.

3. The Purchase Price includes the following items:

- | | | | |
|------------------------|----------------------------|----------------------------|----------------------|
| [a] One Television | [d] One Dishwasher | [g] One Washer/Dryer | [i] Window coverings |
| [b] One Range Hood Fan | [e] One Sink Disposal Unit | [h] One Oven or Speed Oven | |
| [c] One Gas Cooktop | [f] One Refrigerator | | |

Presentation Centre / Display Suite decorator features, fixtures, wall treatments, finishings, fittings, dining light fixtures and furnishings are not included in the Purchase Price.

4. Completion, Possession and Adjustment Dates: See Schedule "A" attached hereto.

5. Acceptance. This offer will be open for acceptance for 3 days from the date of this offer and upon acceptance by the Vendor signing a copy of this offer, there will be a binding contract of sale and purchase (the "Contract") in respect of the Strata Lot for the Purchase Price, on the terms and subject to the conditions set out herein.

The Purchaser hereby confirms that he/she/they has/have read this Contract of Purchase and Sale including Schedule A and further confirms NO REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS MADE BY ANY PERSON OR AGENT SHALL BE BINDING UPON THE VENDOR UNLESS EXPRESSLY CONTAINED HEREIN OR UNLESS MANDATED BY STATUTE.

The Disclosure Statement does not form part of this Contract and except to the extent mandated by the *Real Estate Development Marketing Act* (the "Act") or any other statute of British Columbia, is specifically excluded.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" ARE PART OF THIS CONTRACT. READ THEM CAREFULLY BEFORE YOU SIGN.

THE PURCHASER HAS EXECUTED THIS CONTRACT THIS _____ DAY OF _____, 201__.

WITNESS: _____ PURCHASER(S): _____
 Print Name: _____
 (as to all signatures)

The Purchaser's offer to purchase contained herein is accepted by the Vendor this ____ day of _____, 201__ (the "Contract Date") and the Nominee, as herein defined, has executed this Contract as registered owner of the Lands.

501 ROBSON RESIDENTIAL PARTNERSHIP, by its authorized agent: _____ **501 ROBSON PROPERTY INC.**
 Per: _____ Per: _____
 (Authorized Signatory) (Authorized Signatory)

SCHEDULE "A"

- 1. **Completion Date.** The Purchaser will deliver the balance of the Purchase Price, adjusted as provided for in this Contract, at the Purchaser's expense by way of a solicitor's CERTIFIED TRUST CHEQUE or BANK DRAFT, to the Vendor's Solicitors by NO LATER THAN 2:00 p.m. on the Completion Date (the "**Completion Date**"). The Completion Date will be the later of (i) that date specified in a written notice (the "**Closing Notice**") from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's solicitors/notary (the "**Purchaser's Solicitors**") and (ii) 10 days after delivery of the Closing Notice; provided that on the Completion Date the Strata Lot is ready to be occupied. For the purposes of this section, the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the strata plan for the Development has been registered and the title to the Strata Lot has been created at the Land Title Office, the City of Vancouver has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional or final regardless of whether any other strata lot or common property within the Development or any other part of the Project is ready to be occupied. If the date for closing as determined by the Closing Notice is a Saturday, Sunday, holiday or a day upon which the applicable Land Title Office is not open for business, the Completion Date shall be the immediately following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitors may be based on the Vendor'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 or if the Vendor estimates that the Strata Lot will not be ready to be occupied on the Completion Date so established, then the Vendor may delay the Completion Date from time to time as required, by notice of such delay given to the Purchaser or the Purchaser's Solicitors on or before the Completion Date as determined by the Closing Notice. If the Completion Date has not occurred by December 31, 2016 (the "**Outside Date**"), then this Contract will be terminated, the Deposit and interest thereon will be returned to the Purchaser and the parties will be released from all of their obligations hereunder, provided that:
 - a) if the Vendor is delayed from completing construction of the Strata Lot as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and
 - b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any extension pursuant to subsection 1(a) and whether or not any delay described in subsection 1(a) has occurred, elect to extend the Outside Date for a maximum of three consecutive periods of up to 120 days each.

The Vendor confirms that it currently estimates that the Completion Date will occur on or about _____. The Purchaser acknowledges that this date has been provided by the Vendor as a matter of convenience only, is not meant to be legally binding upon the Vendor and that the actual Completion Date will be established in the manner set out above. The Purchaser acknowledges and agrees that notwithstanding that the Completion Date may not occur on the estimated Completion Date provided for above, the Purchaser shall remain fully bound to perform all of the Purchaser's obligations pursuant to this Contract, including without limitation, the Purchaser's obligations to complete the purchase of that Strata Lot on the Completion Date established in the manner set out above and confirms that any advancement or delay in the Completion Date from the estimated Completion Date is not a change in a material fact under the Act.

- 2. **Conveyance.** The statement of adjustments, freehold transfer for the Strata Lot, certificate as to the HST/GST registered status of the Purchaser and any other document required by the Vendor's Solicitors shall be delivered at the Purchaser's expense to the office of the Vendor's Solicitors by the Purchaser's Solicitors at least 3 full business days prior to the Completion Date. The Vendor will execute and deliver such statement of adjustments, transfer and HST/GST certificate (if required) to the Purchaser's Solicitors prior to the Completion Date on the condition that, forthwith upon the Purchaser's Solicitors obtaining a post registration index search from the applicable Land Title Office indicating that, in the ordinary course of Land Title Office procedure, the Purchaser will become the registered owner of the Strata Lot (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will cause payment of the balance of the Purchase Price due on the Completion Date by way of solicitor's certified trust cheque or bank draft to be made by the Purchaser's Solicitors to the Vendor's Solicitors. The transfer of the Strata Lot will also be subject to the Vendor's financing arranged in connection with the Development or any builders' lien claims provided that the Vendor's Solicitors undertake to clear title to the Strata Lot of all encumbrances related to such financing and such builders' liens claims within a reasonable period of time after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's financing may remain as a charge against the common property of the Development and against the Vendor in the Personal Property Registry until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely. The Purchaser acknowledges that the Lands, and following registration of the strata subdivision, the Strata Lot will be registered in the name of 501 Robson Property Inc. (the "**Nominee**") as trustee for the Vendor and the Purchaser agrees to accept the registrable transfer of the Strata Lot from the Nominee as transferor. The Vendor authorizes and directs the Nominee to execute and deliver all documents that may be required to complete the purchase and sale of the Strata Lot and the Nominee hereby agrees to transfer the Strata Lot to the Purchaser in accordance with this Agreement.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the transfer and new mortgage documents have been lodged for registration in the applicable Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and (c) made available to the Vendor a solicitor's or notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

- 3. **Deposit.** The Deposit shall be dealt with by the Vendor's Solicitors as follows:

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SCHEDULE "A"

- a) The Vendor may wait to forward the initial instalment of the Deposit to the Vendor's Solicitors until the 7-day rescission period following the Contract Date pursuant to the *Real Estate Development Marketing Act* (British Columbia) has passed and the Purchaser has not rescinded the Contract by such time;
- b) Interest on the Deposit shall accrue to the benefit of the Vendor except as otherwise expressly provided herein;
- c) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions contained herein, then the Deposit shall be applied to the Purchase Price and the Deposit and any interest accrued thereon shall be paid to the Vendor;
- d) If the Purchaser fails to complete the purchase of the Strata Lot, then the Deposit and all accrued interest thereon will be absolutely forfeited to the Vendor;
- e) If the Vendor fails to complete the sale of the Strata Lot by reason of a default of the Vendor hereunder, then the Deposit (or that portion of the Deposit paid or due to be paid by the Purchaser under the terms of this Contract) together with all interest thereon shall be paid to the Purchaser and the Purchaser shall have no further claims against the Vendor.

Notwithstanding the aforementioned, the Purchaser acknowledges and agrees that the Vendor's Solicitors will be permitted to charge and deduct and retain a deposit administration fee from the Deposit of not more than \$75.00 plus applicable taxes to be paid by the Purchaser, and that any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge of \$25.00 in each such instance.

The payment of any funds to the Vendor pursuant to Sections 3(d) or 8 hereof shall not be deemed to be all inclusive liquidated damages and shall not preclude any further claims or remedies by the Vendor against the Purchaser arising from the Purchaser's failure to complete the purchase of the Strata Lot, all of which claims and remedies against the Purchaser are hereby expressly reserved by the Vendor, including, without limiting the generality of the foregoing, any claim for damages or payment of any part of the Deposit required to be paid by the Purchaser, but not paid as of the date of the termination of the Contract by the Vendor.

In accordance with Section 19 of the Act, developers may enter into a deposit protection contract with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as permitted by the Act with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case (i) the Deposit (or such portion thereof) shall be released by the Vendor's Solicitors to the Vendor; and (ii) the provisions of Sections 3 and 8 shall be deemed to have been amended accordingly. Notwithstanding the aforementioned provisions, if the Vendor enters into a deposit protection contract as contemplated in this Section 3, the Purchaser acknowledges that no interest will accrue or be earned on the Deposit as of the date such deposit protection contract is entered into.

4. **Possession, Risk and Adjustment.** The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the strata corporation of which the Strata Lot forms a part, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made as of the date the balance of the Purchase Price is due. The Purchaser hereby acknowledges and agrees that there may not be individual municipal property tax notices issued in respect of the Strata Lot prior to the Completion Date and in such case the Purchaser agrees that municipal property taxes will be adjusted on the basis of the unit entitlement of the Strata Lot as a percentage of the aggregate unit entitlements of all strata lots in the Final Strata Plan (as defined in Section 10 below). The Strata Lot is to be at the risk of the Vendor to and including the day preceding the Completion Date, and thereafter at the risk of the Purchaser. So long as the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot have been paid in full, the Purchaser may have possession of the Strata Lot on the day following the Completion Date (the "**Possession Date**"). The Purchaser acknowledges that the Vendor may not appear on title as the registered owner of the Strata Lot and agrees, notwithstanding any provisions to the contrary herein or in the *Property Law Act* (or successor statutes), to accept a Form A Transfer of the Strata Lot and other closing documents executed by a party other than the Vendor.

The Purchaser is responsible for all utility charges as of the Possession Date and must ensure they notify the necessary utility companies to have the utilities transferred into their name on the Possession Date. In the event the Purchaser does not transfer the utilities into their name as of the Possession Date, any charges to the Vendor that should be the Purchaser's responsibility will be paid to the Vendor in full within 5 business days of notification. If said amount is not paid within the 5 business days a \$50.00 charge will be applied to the outstanding amount. The Purchaser is responsible for the monthly strata corporation fee and acknowledges that the monthly strata corporation fee described in the Disclosure Statement is only an estimate of such fee.

5. **Vendor's Termination Condition.** If by June 30, 2014 (the "**Vendor's Termination Option Date**"), the Vendor:
- a) has not entered into binding agreements of purchase and sale with respect to at least 200 Strata Lots in the Development of which the Strata Lot forms part;
 - b) has not obtained a building permit for the Development; or
 - c) is unable to obtain contracts for labour or materials on terms satisfactory to the Vendor for the construction of the Development;

the Vendor will have the right to cancel this Contract on giving written notice to the Purchaser or the Purchaser's agent, provided such notice is given prior to the Vendor's Termination Option Date. If the Vendor exercises this right to terminate the Contract, this Contract will terminate and the Deposit shall be refunded to the Purchaser and neither party will have further obligations to the other. If the Vendor has not given such written notice to cancel this Contract to the Purchaser or Purchaser's Agent, by the Vendor's Termination Option Date, this Contract shall remain in full force and effect and the Vendor's right to Cancel this Contract shall be deemed to have been waived by the Vendor. This condition is for the sole benefit of the Vendor and may be waived by the Vendor unilaterally.

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- 6. **Builders' Lien Holdback.** That portion, if any, of the balance of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held in trust for the Purchaser pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered against title to the Strata Lot in the applicable Land Title Office in connection with work done at the behest of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor (or as directed by the Vendor), on the earlier of (i) the date on which the time for filing a claim of lien under the *Builders Lien Act* expires; and (ii) the date which is 56 days after the date that the balance of the Purchase Price becomes due as aforesaid, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claim filed against the Strata Lot of which the Purchaser or the Purchaser's Solicitors notify the Vendor's Solicitors in writing by 1:00 p.m. on that day.
- 7. **Disclosure Statement.** The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated March 15, 2012, the first amendment thereto dated November 29, 2012 and including all further amendments thereto, if any, filed up to the Purchaser's date of execution of this Contract (collectively the "**Disclosure Statement**") and has been given a reasonable opportunity to read the Disclosure Statement and the execution by the Purchaser of this Contract will constitute a receipt in respect thereof. The Disclosure Statement contains, among other things, provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation (Strata Fees).
- 8. **Time of Essence.** Time will be of the essence hereof and unless the Deposit and all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may, at its option:
 - a) terminate this Contract by written notice to the Purchaser and, in such event, the Deposit and all accrued interest thereon will be absolutely forfeited to the Vendor without prejudice to the Vendor's other rights and remedies against the Purchaser by reason of the Purchaser's default hereunder and the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon written demand therefore by the Vendor; or
 - b) elect to extend the Completion Date to a date determined by the Vendor, time to remain of the essence hereof, and subject to the Vendor's right in its sole discretion, to grant further extensions to a date certain each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder accruing at the rate of 2% per month, calculated daily and compounded monthly not in advance, from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Vendor may cancel this Contract pursuant to subsection 8(a) at any time after extending the Completion Date pursuant to subsection 8(b) if the Purchaser fails to complete on or before such extended date.
- 9. **Entire Contract/Representations.** The Purchaser acknowledges and agrees that this Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, including, without limitation, arising out of any sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for his viewing (collectively, the "**Marketing Materials**") and Purchaser further acknowledges and agrees that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement only to the extent such that the representations, warranties or conditions if any as contained in the Disclosure Statement are mandated by law to form a part hereof. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any Marketing Materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements and availability of materials, and the Purchaser further acknowledges and agrees that any depiction of any views or vistas contained in any Marketing Materials purporting to represent the view or vista available from the Strata Lot are for general information purposes only and that the actual view or vista available from the Strata Lot upon completion of the construction of the Strata Lot may differ from that depicted in any Marketing Materials.
- 10. **Construction.** The Purchaser is aware area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the preliminary strata plan (the "**Preliminary Plan**") forming part of the Disclosure Statement. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property and the limited common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics or as may be necessary or desirable for the better use of the said areas and as may be required by any governmental authority. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Plan. The actual size, dimensions and/or configuration of the Strata Lot, other strata lots, balconies, patios and/or decks and/or common property and limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Plan. The areas and dimensions of the strata lots (including the Strata Lot) in the Development set out in the Marketing Materials are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or common property and limited common property in the Preliminary Plan and/or any architectural plans relating to the Development and/or any Marketing Materials and the Final Strata Plan, the Final Strata Plan will prevail.

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- 11. **Inspection.** The Vendor warrants that on the Completion Date the Strata Lot will be registered with a third party home warranty insurance provider as required by the *Homeowner Protection Act (British Columbia)*. The Purchaser, or a representative, and the Vendor, or a representative, shall inspect the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies (the "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 (including the existing kitchen, bathrooms and other installations, equipment, appliances and furnishings) subject only to the Deficiencies. 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 or the Development prior to the Completion Date except for the purpose of this inspection. 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 project architect for the Development shall settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect shall be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project 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 or reduction in payment of any type in respect of any defects or deficiencies which may exist on the Completion Date. The Purchaser covenants and agrees to complete the purchase of the Strata Lot on the Completion Date on the terms and conditions herein contained notwithstanding that the Deficiencies may not have been conclusively determined by the Vendor's project architect before the Completion Date or that the Deficiencies may be rectified subsequent to the Completion Date.
- 12. **Strata Lot Area.** The Purchaser acknowledges and agrees with the Vendor that if the area of the Strata Lot varies by more than 5% of the area shown in the Disclosure Statement, the Purchase Price shall be amended to that amount determined by multiplying the Purchase Price by the actual square footage of the Strata Lot as shown on the Final Strata Plan and dividing the product by the square footage shown in the Disclosure Statement. In the event that the actual area of the Strata Lot as shown on the Final Strata Plan varies by 5% or less from the area shown in the Disclosure Statement, there shall be no adjustment to the Purchase Price. The Purchaser acknowledges and agrees that notwithstanding any change in the square footage of the Strata Lot that the Purchaser shall remain obligated to complete the Purchase of the Strata lot in accordance with the terms of this Contract, and the Purchaser will have no claim against the Vendor as a result of a change in area of the Strata Lot other than for the adjustment to the Purchase Price as aforesaid.
- 13. **Taxes and Costs.** The Purchaser will pay costs in connection with the sale and purchase of the Strata Lot (including property transfer tax and any federal and provincial sales, goods and services tax ("GST"), harmonized sales tax ("HST"), the 2% B.C. transition tax (the "B.C. Transition Tax"), value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Strata Lot and the equipment and appliances included with the Strata Lot (collectively, the "Taxes"), legal and administrative costs), other than the costs to be incurred by the Vendor in clearing title to the Strata Lot. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price does not include and is exclusive of any portion of the applicable GST, provincial 7% component of HST, 5% federal component of the HST and 2% B.C. Transition Tax and that the purchase of the Strata Lot is subject to the 7% provincial component of the HST if ownership and possession thereof are transferred to the Purchaser before April 1, 2013. If ownership and possession of a newly constructed or substantially renovated home transfer on or after April 1, 2013: the 7 per cent provincial component of the HST and the B.C. new housing rebate for primary residences will generally no longer apply; a B.C. transition tax of 2 per cent may become payable; and the builder may become eligible for an associated B.C. transition rebate. If and to the extent required under Part IX of the Excise Tax Act (Canada), or any other applicable legislation, the Purchaser will remit to the Vendor on the Completion Date any GST, HST, B.C. Transition Tax or any other applicable value-added or sales tax that may be exigible under any applicable federal or provincial legislation in respect of the transaction contemplated herein, and the Vendor agrees that it will remit such funds or otherwise account for such funds to Canada Revenue Agency ("CRA") or such other applicable agency in accordance with its obligations under any applicable federal or provincial legislation. If the Purchaser is eligible for any GST rebate, any federal or provincial HST rebate or any B.C. transition tax rebate (collectively, the "Rebates") the Purchaser shall be entitled to claim any such rebates by application to the applicable government department or agency but the Vendor will not be obliged to credit any such rebate on closing. The Purchaser agrees that the Purchase Price does not include and is exclusive of any of the Rebates.
- 14. **Assignment.** The Purchaser may not assign his interest in the Strata Lot or in this Contract for a period of 12 months following the Contract Date and thereafter only if the entire Deposit is fully paid, the assignee is the Purchaser's spouse, parent, child, grandparent or grandchild and the Purchaser has obtained the written consent of the Vendor, such consent to be in the Vendor's sole discretion and may be arbitrarily withheld and, unless the Vendor so consents, the Vendor will not be required to convey the Strata Lot to anyone other than the Purchaser named herein. The Vendor may, at its option, charge the Purchaser with an administration fee equal to 1.5% of the greater of (a) the Purchase Price (plus GST or HST, as applicable), or (b) the assignment price paid by the assignee to the Purchaser (plus GST or HST, as applicable) for the assignment of the Purchaser's interest in the Strata Lot or in this Agreement (the "Assignment"), as consideration for agreeing to the Assignment and for any associated legal and administrative costs, except if the assignee is a spouse, parent, child, grandparent or grandchild of the Purchaser, in which case such administration fee shall be equal to five-hundred (\$500.00) dollars (plus GST or HST, as applicable). The assignor will not be relieved of his obligations hereunder on an assignment but will continue to remain liable to perform all obligations of the Purchaser under this Contract. The Purchaser will not advertise or solicit offers from the public or use the Multiple Listing Service® (MLS) with respect to the assignment or resale of the Strata Lot by the Purchaser before the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld.
- 15. **Additional Deposit.** The Vendor or the Vendor's Solicitors, in its sole discretion, may request in writing to the Purchaser for an additional deposit (the "Additional Deposit") in the amount of \$1,000.00 to be paid by the Purchaser at any time after the payment

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SCHEDULE "A"

by the Purchaser of that portion of the Deposit referred to in subsection 2(c) on Page 1 of this Contract. The Purchaser shall pay such Additional Deposit to the Vendor's Solicitors, in trust, within seven (7) days of such written request of the Vendor or the Vendor's Solicitors, which Additional Deposit shall be included in the definition of "Deposit" herein and dealt with in accordance with section 3 of this Schedule A.

- 16. **Successors & Assigns.** This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, administrators and executors.
- 17. **Completion of Construction and Marketing Program.** The Purchaser agrees that the Vendor may continue to carry out construction work on the Development after the completion of the purchase of the Strata Lot by the Purchaser. The Purchaser acknowledges and accepts that such work may cause inconvenience to the use and enjoyment of the Strata Lot. The Purchaser will not impede or interfere with the Vendor's completion of construction of other strata lots, the common property or any other component of the Development. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots in the Development, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or strata lots owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers and hold events and other activities within the Development in connection with the marketing and sales activities.
- 18. **Development Name Rights.** The Purchaser acknowledges and agrees that the name "TELUS" in "TELUS Garden" is owned by TELUS Corporation and the Purchaser will not be entitled to any rights of any kind in connection with the use of the name and any marks belonging to TELUS Corporation, or any affiliated entity, including the distinctive script presentation of the word "TELUS" and any TELUS trade name, trade mark or logo.
- 19. **Consent to Contact by TELUS.** The Purchaser hereby consents to the Vendor disclosing the Purchaser's name(s), address(es), telephone number(s) and e-mail(s) (collectively, the "Purchaser's Contact Information") to TELUS Communications Company or its affiliates or related entities (collectively, "TELUS") and to TELUS making use of such Purchaser's Contact Information to contact the Purchaser directly for the purpose of setting up a TELUS account and scheduling the installation of TELUS services in the Strata Lot following the Completion Date.
- 20. **Governing Law.** This offer and the Contract which will result from its acceptance shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 21. **Tender.** All tender of monies as provided for herein must be in Canadian funds and by way of certified cheque or bank draft drawn on a Canadian chartered bank or credit union.
- 22. **No Waiver.** No failure or delay on the part of any party in exercising any right under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right.
- 23. **No Merger.** The terms, representations, consents and covenants of this Contract will survive the completion of the transaction contemplated herein and will not be merged in any document delivered pursuant to this Contract.
- 24. **Addenda.** This Contract may not be altered or amended except by written agreement signed by the parties hereto. Any addendum to this Contract, if signed by the parties, forms part of and is subject to this Contract.
- 25. **Joint and Several Obligations.** If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties shall be deemed to have been given at the same time to each other such party.
- 26. **Contractual Rights.** This offer and the Contract which results from its acceptance creates contractual rights only and not any interest in land. The Purchaser will acquire an interest in land upon completion of the purchase and sale contemplated herein.
- 27. **Personal Information.** The Purchaser and the Vendor hereby consent to the collection, use and disclosure by the agents and salespersons described in the Agency Disclosure Addendum, the real estate boards of which those agents and salespersons are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Purchaser and the Vendor:
 - a) for all purposes consistent with the transaction contemplated herein including:
 - (i) to complete the transaction contemplated by this Contract;
 - (ii) to facilitate the completion and management of the Development including the transfer of management of the Development to a property manager;
 - (iii) to market, sell, provide and inform the Purchaser of products and services of the Vendor and its affiliates and partners, including information about future projects; and
 - (iv) to disclose such personal information to the Vendor's affiliates, assignees, business partners, bankers, lawyers, accountants, insurers, warranty providers, utility providers, relevant governmental authorities or agencies and other advisors and consultants in furtherance of any of the foregoing purposes;

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- b) if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
- c) for enforcing codes of professional conduct and ethics for members of real estate boards; and
- d) for the purpose (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Working with A Real Estate Agent.
- 28. Notices and Tender.** Any notice to be given to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address or the Purchaser's Solicitors at their offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or electronic transmission to the Purchaser's Solicitors at their office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted, when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, fax number (if any) and email address (if any) for the Purchaser will be as set out herein or such other address, fax number or email the Purchaser has last notified the Vendor in writing. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. Any notice to be given to the Vendor may be given to the Vendor in the same manner, and will be deemed to have been received, as provided for in the preceding provisions of this section, all other matters remaining the same except as altered where necessary. Any documents or money to be tendered on the Vendor or the Vendor's Solicitors will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.
- 29. Noise.** The Purchaser is hereby advised and acknowledges that as and when other units in or around the Development including commercial strata lots within the Development are being completed and/or moved into, excessive levels of construction noise, vibration, dust and/or debris are possible, and accordingly same may temporarily cause noise and inconvenience to the occupants of the Development. In addition, the Purchaser acknowledges that the Development is located within or close to the City of Vancouver's entertainment district and the Development may include uses permitted in such district with the resultant noise or disturbance. The Purchaser does hereby release and forever discharge the Vendor from any claims, damages, losses or expenses which the Purchaser may suffer or incur by reason of any such vibration, dust, noise or disturbance.
- 30. Vendor's Residency.** The Vendor represents and warrants to the Purchaser that it is a resident of Canada within the meaning of the Income Tax Act (Canada).
- 31. Further Assurances.** The parties hereto shall do all such further acts and things and execute all such further assurances as may be necessary to give effect to the intent and meaning of this Contract.
- 32. References.** All references to any party, whether a party to this Contract or not, will be read with such changes in number and gender as the context or reference requires.
- 33. Execution.** This offer and the Contract which will result from its acceptance and any addendum entered into pursuant to the Contract may be signed and delivered by the parties in counterparts and by facsimile or electronic transmission.
- 34. New Housing Transition Tax and Rebate Act.** In accordance with the *New Housing Transition Tax and Rebate Act*, S.B.C. 2012, c. 31 and *Regulations 324/2012*, the parties acknowledge and agree as follows:
- the value of the consideration for the sale of the Strata Lot under section 13 of the *New Housing Transition Tax and Rebate Act* is the Purchase Price, less any credits or deductions thereto and plus any additions or increases thereto as agreed to between the Vendor and the Purchaser herein and/or in any addendum, amendment and/or modification to this Contract;
 - the Purchase Price does not include tax under the *New Housing Transition Tax and Rebate Act* or under Part IX of the *Excise Tax Act (Canada)*; and
 - the supplier in respect of the sale of the Strata Lot (i.e. the Vendor) is not a foreign supplier.

NOTICE TO PURCHASER

If (a) both ownership and possession of newly constructed or substantially renovated housing, or an interest in such housing, transfer on or after April 1, 2013 and (b) either ownership or possession of the housing or interest transfers before April 1, 2015, then

- the 7% provincial component of the HST and the BC HST new housing rebate for primary places of residence generally will not apply,
- the 2% BC transition tax may be payable by the purchaser, and
- the supplier may be eligible for a BC transition rebate in respect of the housing.

For more information refer to:

<http://www.cra-arc.gc.ca/E/pub/gi/notice276/README.html>.



SCHEDULE "F"
DEPOSIT PROTECTION CONTRACT

MASTER DEPOSIT PROTECTION CONTRACT (BRITISH COLUMBIA)

DEVELOPER: 501 ROBSON RESIDENTIAL PARTNERSHIP,
BY ITS PARTNERS, 0922454 B.C. LTD. AND RICHARDS GP HOLDINGS INC.

POLICY NO.: 54603-12

- 1. This Policy shall only become effective on the date that it is duly executed below by both the Developer and a signing officer of **AVIVA INSURANCE COMPANY OF CANADA** (the "Surety") and delivered to the Trustee.

INSURED: Each of the unit purchasers in the Development, whose names are listed in the attached schedule or schedules, which may be amended or replaced from time to time by the Surety.

DEVELOPMENT: "Telus Gardens"
777 Richards Street
Vancouver BC

TRUSTEE: KORNFIELD LLP

- 2. In consideration of the Developer's undertaking to pay to the Surety, on behalf of the Insured, the premium for this Policy and subject to the terms and conditions hereof (including the Conditions set forth on the reverse hereof), the Surety hereby indemnifies the Insured in respect of a Deposit paid by the Insured to the Trustee, plus Interest (if any) thereon, owing by the Developer to the Insured as a result of the Developer failing: (1) to ensure that the events required in section 18(3)(b)-(d) of the Act occur within the time established for that purpose in the Purchase Agreement; and (2) to return the Deposit, and Interest (if applicable) to the Insured in accordance with the Purchase Agreement.

All capitalized terms used herein shall have the definitions given to them on the reverse hereof.

In witness whereof the Surety and the Developer have duly executed this Policy on the _____ day of _____, 20_____.

AVIVA INSURANCE COMPANY OF CANADA

Per: 
Authorized Signing Officer

501 ROBSON RESIDENTIAL PARTNERSHIP, BY ITS PARTNERS:

Per: _____
(Signature)

We have the authority to bind the corporation

INITIAL
HERE


0922454 B.C. LTD.

RICHARDS GP HOLDINGS INC.

Per: _____
(Signature)

Per: _____
(Signature)

We have the authority to bind the corporation

We have the authority to bind the corporation

DEPOSIT INSURANCE POLICY (BRITISH COLUMBIA)

CONDITIONS

1. INTERPRETATION

1.1 Definitions — In this Policy, unless the context otherwise requires, the following expressions shall have the following meanings:

- a) "Act" means the British Columbia Real Estate Development and Marketing Act, S.B.C. 2003, c.41, as amended and supplemented from time to time, and any reference herein to any section or subsection thereof shall be deemed to be a reference to the section or subsection as at the time in question amended or supplemented or to the successor thereof if the same has been repealed;
- b) "Deposit" means all money received by the Trustee pursuant to section 18 of the Act from the Insured on account of the Purchase Agreement;
- c) "Developer" means the person named as such on the face hereof and includes its successors and permitted assigns;
- d) "Development" means the development described on the face hereof;
- e) "Insured" means each of those unit purchasers identified or referenced in any schedule(s) attached to this Policy, as may be amended or replaced from time to time by the Surety and includes his or their heirs, executors, administrators, other personal representatives, and successors;
- f) "Interest" means the interest, at the rate or rates set forth in the Purchase Agreement;
- g) "Policy" "hereto", "herein", "hereby" and similar expressions mean or refer to this policy and any endorsement or other instrument supplemental or ancillary hereto;
- h) "Purchase Agreement" means any agreement of purchase and sale between the Developer and the Insured with respect to a proposed dwelling unit in the Development, as amended and supplemented from time to time; and
- i) "Trustee" means the person named on the face hereof as such who receives the Deposit in respect of the Purchase Agreements and holds such Deposit in accordance with the provisions of the Act.

1.2 Extended Meanings — Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

1.3 Headings — The insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Policy.

2. TERM OF POLICY

This Policy shall become effective on the date it is duly executed by the Developer and the Surety and delivered to the Trustee holding the Deposit for which the Policy is being provided as security and shall remain in full force and effect, subject to the provisions of paragraph 6 hereof.

It is expressly acknowledged and agreed that the execution of this Policy may be made or manifested by way of an electronic signature (as such term is defined in the Electronic Transactions Act S.B.C. 2001, chapter 10, as amended), undertaken by or through a computer program or any other electronic means, as expressly provided or contemplated by (and in accordance with the provisions of) the Electronic Transactions Act S.B.C. 2001, chapter 10, as amended.

Each of the parties hereto further acknowledges and agrees that this Policy may be executed via telefax transmission (and the execution of a telefaxed version hereof by any or all of the parties hereto shall have the same force and effect as if same were originally executed), and that a photocopy or telefaxed copy of this executed Policy may be relied upon by all of the parties hereto and the Insured to the same extent as if it were an original executed version addressed specifically to each of them.

3. DEPOSITS

It is acknowledged and agreed that this Policy shall extend and apply only to the portion of the Deposit released by the Trustee as shown in the schedule(s) hereto notwithstanding that the Deposit may exceed the amount shown in the schedule(s) hereto.

4. CLAIMS

4.1 Notice of Default and Proof of Loss — If the Deposit and Interest (if any) thereon shall become properly owing by the Developer to the Insured upon due termination of the Purchase Agreement and if the Developer shall fail to pay the same to the Insured in accordance with the terms of the Purchase Agreement, then the Insured shall give prompt written notice thereof to the Surety referring to this Policy by number, identifying the Development and briefly describing the nature of the default by the Developer. The Surety, immediately upon receipt of such notice, shall furnish to the Insured forms upon which to make the proof of loss hereunder.

4.2 Disputes Between Developer and Insured — In the event of any dispute between the Developer and Insured as to the liability of the Developer to pay any Deposit herein mentioned and/or Interest (if any) thereon resulting in the withholding by the Developer of any payment on account of the Deposit or Interest (if any) thereon or resulting in the Developer claiming set-off or similar legal right, no claim by the Insured shall be paid hereunder unless and until such disputes shall have been finally resolved.

4.3 Payment of Claims — Subject to the provisions of paragraph 4.2, any claim by the Insured hereunder shall be paid by the Surety within sixty days after proof of loss has been submitted to and accepted by the Surety. Such proof of loss shall consist of such evidence as the Surety may reasonably require as to the payment of the Deposit by the Insured under the Purchase Agreement and the termination of the Purchase Agreement, as well as the failure of the Developer to pay the Deposit and Interest (if any) thereon to the Insured and the amount thereof in default.

5. RIGHTS OF SUBROGATION

Upon payment by the Surety of any claim hereunder, the Surety shall be subrogated to all rights of the Insured against the Developer for recovery thereof and the Insured shall execute and deliver such instruments and do such acts and things as may be necessary or desirable to give effect thereto.

6. CESSATION OF LIABILITY

The obligations and liability of the Surety under this Policy will cease and terminate upon the occurrence of any of the following events:

- (a) all of the events described in subsections 18(3) or (4) of the Act have occurred;
- (b) the Developer pays the Insured the amount insured by this Policy;
- (c) the payment by the Surety of the Deposit and Interest (if any) thereon due under any claim arising from any default by the Developer, written notice of which is given as required by paragraph 4.1;
- (d) the Insured acknowledges in writing that:
 - (i) he is not entitled to payment of the Deposit and Interest (if any) thereon; and
 - (ii) the Surety is no longer liable under this Policy; and
- (e) "a court of competent jurisdiction" makes a final determination that the Insured is not entitled to the return of the Deposit and applicable Interest, if any, that is the subject of this Policy.