

SIXTH AMENDMENT TO DISCLOSURE STATEMENT
Real Estate Development Marketing Act of British Columbia

ARTESIA

5685 Halley Avenue, Burnaby, British Columbia

Developer: Qualex-Landmark Orchard Limited Partnership (Reg. No. LP0753891)
Qualex-Landmark Orchard GP 1 Ltd. (Inc. No. BC1312526)
Qualex-Landmark Orchard Holdings Ltd. (Inc. No. BC1170942)

Address for service: 20th Floor – 250 Howe Street
Vancouver, British Columbia, V6C 3R8

Business address: 670 - 999 Canada Place
Vancouver, BC V6C 3E1

Real Estate Brokerage: YouLive Realty and Delta Realty Services Ltd.
7080 River Rd Unit 208 and #560 - 669 Howe Street
Richmond, BC V6X 1X5 Vancouver, BC V6C 0B4

The Developer reserves the right to use its own employees or the employees of a company related to the Developer to market the strata lots being offered for sale pursuant to this Disclosure Statement. Any employees of the Developer or a related entity who market the strata lots on behalf of the Developer may not be licensed under the *Real Estate Services Act* (British Columbia) and are not acting on behalf of the purchasers. The Developer reserves the right to employ further or replacement licensed real estate agents licensed under the *Real Estate Services Act* to market the strata lots in the Development.

Date of Disclosure Statement: January 14, 2022

Date of First Amendment June 21, 2022

Date of Second Amendment August 31, 2022

Date of Third Amendment February 27, 2023

Date of Fourth Amendment September 6, 2023

Date of Fifth Amendment August 14, 2025

Date of Sixth Amendment October 2, 2025

Disclaimer

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

ARTESIA
5685 Halley Avenue, Burnaby, British Columbia

SIXTH AMENDMENT TO DISCLOSURE STATEMENT

The disclosure statement dated January 14, 2022, as amended by the first amendment to disclosure statement dated June 21, 2022, as amended by the second amendment to disclosure statement dated August 31, 2022, as amended by the third amendment to disclosure statement dated February 27, 2023, as amended by the fourth amendment to disclosure statement dated September 6, 2023, and as amended by the fifth amendment to disclosure statement dated August 14, 2025 (collectively, the “**Disclosure Statement**”) is hereby amended as follows:

1.0 BACKGROUND INFORMATION AND GENERAL AMENDMENTS TO DISCLOSURE STATEMENT

1.1 Construction the Development has proceeded in accordance with the Disclosure Statement and is nearing substantial completion. It is anticipated that the Development will be completed, within the meaning of the *Real Estate Development Marketing Act*, within the range of dates set out in Section 5.1.2 of the Disclosure Statement (as amended by this Sixth Amendment to Disclosure Statement). As set out in Section 5.1 of this Sixth Amendment to Disclosure Statement (which amends Section 4.1 of the Disclosure Statement), the Lands were subdivided by Air Space Plan EPP143095 to create the Rental Air Space Parcel and the Remainder Lands and the Final Strata Plan has been registered in the Land Title Office. The filed Final Strata Plan is attached hereto as Exhibit A and depicts the Strata Lots and the Common Property, including the limited common property, of the Development. The filed Schedule of Unit Entitlement (Form V) is attached hereto as Exhibit B and the filed Owner Developer's Notice of Different Bylaws (Form Y) is attached hereto as Exhibit C. The Developer has entered into, or caused the Strata Corporation to enter into, as applicable, the arrangements described in the Disclosure Statement, with respect to the Reciprocal Agreement, Service Agreement, Parking Options and the Parking Stall and Storage Area Lease. In light of the foregoing, the Disclosure Statement is amended, generally, to account for the foregoing and, without limiting the generality of the foregoing, the Disclosure Statement is hereby specifically amended as set out in Sections 2.0 – 7.0 of this Sixth Amendment to Disclosure Statement.

2.0 AMENDMENT TO LIST OF EXHIBITS

2.1 The List of Exhibits appearing immediately following the Table of Contents is hereby deleted in its entirety and replaced with the following:

“Exhibit A	Filed Strata Plan EPS11556
Exhibit B	Filed Schedule of Unit Entitlement (Form V)
Exhibit C	Filed Owner Developer's Notice of Different Bylaws (Form Y)
Exhibit D	Intentionally Deleted
Exhibit E	Estimated Interim Operating Budget
Exhibit F	Monthly Allocation of Estimated Interim Operating Budget

Exhibit G-1	Form of Contract of Purchase and Sale (Pre-Strata Plan Filing)
Exhibit G-2	Form of Contract of Purchase and Sale (Post-Strata Plan Filing)
Exhibit H	Zoning Bylaw Excerpts
Exhibit I	Parking Stall and Storage Area Lease
Exhibit J	Assignment of Parking Stall and Storage Locker
Exhibit K	Existing Encumbrances and Legal Notations
Exhibit L	Filed Reciprocal Agreement
Exhibit M	Air Space Plan EPP143095"

3.0 **AMENDMENT TO SECTION 2.0**

3.1.1 Replace the first three paragraphs of Section 2.1.1 with following:

"This Disclosure Statement relates to a residential strata development known as "Artesia" at 5685 Halley Avenue, Burnaby, British Columbia (the "**Development**"), which consists of a 31-storey tower over a 4-storey underground parkade (the "**Building**"). The Development was constructed as part of an integrated project with the Rental Component (as defined below in Section 2.1.2). The 247 strata lots (collectively, the "**Strata Lots**") and the strata common property (the "**Common Property**") comprising the Development were created by the deposit of Strata Plan EPS11556 (the "**Final Strata Plan**") in the Land Title Office with respect to the Remainder Lands (as defined in Section 2.1.2).

The Strata Lots and Common Property, including limited common property, are as depicted on the Final Strata Plan, a copy of which is Exhibit A to this Disclosure Statement.

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

3.1.2 Strata Lot 237 is added to the list of Adaptable Strata Lots in the fifth paragraph of Section 2.1.1.

3.1.3 Replace the second paragraph of Section 2.1.2 with following:

"The Rental Component is contained within the Rental Air Space Parcel (as defined in Section 2.1.2)."

3.1.4 Replace the fourth and fifth paragraphs of Section 2.1.2 with following:

"Certain elements of the Common Property (not including limited common property) in the Development will be accessible to the occupants and users of the Rental Component. To permit the operation of the shared aspects of the Project as an integrated structure, the Rental Air Space Parcel and the Remainder Lands benefit from, and are subject to, a series of reciprocal easements contained in an agreement registered in the Land Title Office under No. CB2327133-

44 (the “**Reciprocal Agreement**”) so as to ensure *inter alia* that each component of the Project is entitled to adequate structural support, access, use and provision of utilities and services, and which provides that the owners of the Development and the Rental Component will share in the costs related to the shared facilities and services, as described in Section 7.4.4. The Reciprocal Agreement includes standalone easements providing for access and use of the Rental Component Parking Area (as described in Section 3.6.3) and the use of the Rental Component Playground Area. The Reciprocal Agreement sets out the areas and facilities within the Development that are shared with the Rental Component, and also reserves certain areas within the Development (including those outdoor landscaped areas and playground within the area shown on plan EPP143097) for the exclusive use of the Rental Component. A copy of the Reciprocal Agreement is attached as Exhibit L.”

3.2 All references in the Disclosure Statement to “Project Easements” are replaced with “Reciprocal Agreement”, which is defined in Section 2.1.2 of the Disclosure Statement (as amended by this Sixth Amendment to Disclosure Statement).

4.0 AMENDMENT TO SECTION 3.0

4.1 Replace Section 3.1 with the following

“3.1 Unit Entitlement

The unit entitlement of a Strata Lot is a figure indicating the Strata Lot owner’s share in the Common Property and common assets of the Strata Corporation, and is used to determine each Strata Lot’s owner’s contribution to the expenses of the Strata Corporation. The unit entitlement of the Strata Lots is based on habitable area, in square meters, rounded to the nearest whole number of each Strata Lot. The “habitable area” of a Strata Lot is defined in Section 14.2 of the *Strata Property Regulation* to the *Strata Property Act* as the area of a residential strata lot which can be lived in, but does not include patios, balconies, garages, parking stalls or storage areas other than closet space. Attached as Exhibit B is the Form V, Schedule of Unit Entitlement, that the Developer filed under the *Strata Property Act* concurrently with the Final Strata Plan.”

4.2 Replace Section 3.5.1 with the following:

“3.5.1 The Strata Corporation’s bylaws are the Schedule of Standard Bylaws contained in the *Strata Property Act*, as amended by the bylaw amendments attached as Exhibit C hereto, being the Form Y – Owner Developers’ Notice of Different Bylaws, which the Developer filed concurrently with the Final Strata Plan. Section 3.5.2 below lists some of the differences from the Schedule of Standard Bylaws attached to the *Strata Property Act*, but is not exhaustive. The *Strata Property Act* (British Columbia) containing the Standard Bylaws can be viewed at the following website address: www.bclaws.ca. The bylaws of the Strata Corporation are subject to change from time to time.”

4.3 Replace Section 3.5.2(d) with the following:

“(d) An owner of a strata lot will not, place, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant, to place any barbeque, hibachi, cooking device or heater on any patio, balcony, terrace or deck, provided however, that a natural-gas

powered barbeque may be used on a strata lot's balcony or patio if the balcony or patio is equipped with an outdoor natural gas connection;"

4.4 Replace Section 3.6.6 with the following:

"3.6.6 The Parking Stalls (other than the Visitor Stalls, Accessible Parking Stalls that are not Allocable Accessible Parking Stalls, Car Wash Parking Stalls and Shared Vehicle Parking Stalls) and all available areas in which the Storage Lockers are located (the "**Storage Areas**") are subject to a parking stall and storage area lease (the "**Parking Stall and Storage Area Lease**") in favour of Qualex-Landmark Living Parking Ltd., which is a wholly owned subsidiary of QLL Inc. ("**Parking Co**"). The Parking Stall and Storage Area Lease was entered into prior to the deposit of the Final Strata Plan and is attached as Exhibit I. The Parking Stall and Storage Area Lease gives to Parking Co the right to allocate to individual purchasers of Strata Lots the exclusive right to use one or more Parking Stalls and/or Storage Lockers by way of partial assignment or sublease (the "**Assignment of Parking Stall and Storage Lockers**"). Parking Co shall be obligated to act in accordance with the directions of the Developer with respect to the Parking Stall and Storage Area Lease. The form of Assignment of Parking Stall and Storage Lockers, which is attached to and forms part of the Parking Stall and Storage Area Lease, is attached as Exhibit J. The Parking Stall and Storage Area Lease does not apply to the Visitor Stalls, the Accessible Parking Stalls that are not Allocable Accessible Parking Stalls, the Car Wash Parking Stalls or the Shared Vehicle Parking Stalls, which shall remain Common Property of the Strata Corporation. To evidence the existence of the Parking Stall and Storage Area Lease and the right of the Developer to replace the Parking Stall and Storage Area Lease with a new lease when it terminates, the Developer caused to be registered options to lease (the "**Parking Options**") against title to the Lands under Nos. CB2327224 – 5. Although the Final Strata Plan designates the Parking Stalls (other than the Visitor Stalls, the Accessible Parking Stalls that are not Allocable Accessible Parking Stalls, the Car Wash Parking Stalls and the Shared Vehicle Parking Stalls) and Storage Areas located within the Lands as Common Property, this designation is subject to the Parking Stall and Storage Area Lease and the Parking Options."

4.5 Delete Sections 3.6.9 and 3.6.10 in their entirety.

4.6 Replace the third paragraph of Section 3.9 with the following:

"The Development will be serviced by a thermal energy system (the "**TES**") that will provide for domestic hot water heating, space heating and space cooling for the Strata Lots and the Common Property. FortisBC Alternative Energy Services Inc. ("**FAES**") will purchase the TES (not including those portions forming part of the base building system) from the Developer upon completion of installation. The Developer has caused the Strata Corporation to enter into a service agreement with FAES (the "**Service Agreement**"), pursuant to which FAES will provide thermal energy service to the Development in exchange for a fee (escalated and/or adjusted annually) for an initial term of 20 years with automatic five year renewals (subject to any termination rights within the service agreement), which fee will be in addition to any fuel or other utility costs that is required in connection with the TES but which is not, pursuant to the terms of the Service Agreement, included in the fee for thermal energy service. Pursuant to the Service Agreement, at the termination of the service agreement for thermal energy service, FAES will transfer the TES to the Strata Corporation upon the Strata Corporation paying an amount to FAES that is calculated based on the net book value of the TES. The Developer has granted FAES a statutory right of way over the Lands by which FAES will have access over the Development, including the Common Property, for installation, operation,

maintenance, repair, replacement, removal of the TES and any other activities associated with the provision of thermal energy service been granted a statutory rights of way. This statutory right of way is more particularly described in Exhibit K.”

5.0 AMENDMENT TO SECTION 4.0

5.1 Replace Sections 4.1 – 4.3 with the following:

“4.1 Legal Description

The lands on which the Development was constructed were formerly legally described as:

PID: 031-519-563

Lot A District Lot 34 Group 1 New Westminster District Plan EPP110401

(the “**Lands**”).

The Developer has subdivided the Lands by filing Air Space Plan EPP143095 in the Land Title Office to create the Rental Air Space Parcel and the Remainder Lands. The Remainder Lands were further subdivided by filing the Final Strata Plan in the Land Title Office. The Strata Lots are legally described as follows:

Parcel Identifier: Various PID Numbers

Strata Lots 1 to 247 District Lot 34 Group 1 New Westminster District Strata Plan

EPS11556, together with an interest in the common property in proportion to the unit entitlement of the strata lots as shown on Form V (attached hereto as Exhibit B).

Only the Strata Lots in the Development that remain unsold or that have not been transferred to purchasers are being marketed under this Disclosure Statement.

4.2 Ownership

Prior to their subdivision by Air Space Plan EPP143095, the Nominee held legal title to the Lands as bare trustee, nominee and agent for the sole benefit of QLO LP who was the sole beneficial owner of the Lands.

Legal title to all of the Strata Lots that have not been transferred to purchasers is held by the Nominee as bare trustee, nominee and agent for the sole benefit of QLO LP who is the sole beneficial owner of such Strata Lots.

4.3 Existing Encumbrances and Legal Notations

As of the date of this Disclosure Statement, title to the Strata Lots and the Common Property is subject to the legal notations, charges, liens and encumbrances (collectively, the “**Encumbrances**”, and each an “**Encumbrance**”) set out in Exhibit K to this Disclosure Statement. Unless otherwise indicated, such Encumbrances together with the proposed encumbrances referred to in Section 4.4 may be registered against title to the Strata Lots and/or the Common Property and may bind the purchasers following completion and purchasers shall accept title to the Strata Lots subject to such Encumbrances and the proposed encumbrances set out in Section 4.4.

The Encumbrances that are in the nature of mortgage financing or other securities granted by the Developer to its lenders and set out in Exhibit K to this Disclosure Statement, together with the related priority agreements shall be discharged from each Strata Lot upon or within a reasonable time after the completion of the sale of each such Strata Lot.”

6.0 AMENDMENT TO SECTION 7.0

6.1 The following is added to the end of Section 7.2.1:

“Following the filing of the Sixth Amendment to the Disclosure Statement, the Developer will adopt the form of contract of purchase and sale attached as Exhibit G-2 (the “**Post-Filing Contract**”). The Post-Filing Contract differs from the Contract of Purchase and Sale in a number of respects, including, without limitation, as follows:

- (a) the termination provisions described in Sections 7.2.2(b), (c), (d), (e) and (g) are not included in the Post-Filing Contract and there is no “Cancellation Option Date” in the Post-Filing Contract;
- (b) the adjustment provision described in Section 7.2.2(h) is not included in the Post-Filing Contract;
- (c) the “Completion Date” will be the date specified in the Post-Filing Contract, provided that if no date is specified, then the “Completion Date” will be established by a process similar to the process described in Section 7.2.3(a);
- (d) the second sentence of Section 8.1 of the Contract of Purchase and Sale, which is set out in Section 7.2.4, is not included in the Post-Filing Contract;
- (e) Section 7.2.3(a) does not apply where the Post-Filing Contract specifies a completion date;
- (f) the second sentence of Section 8.1 of the Contract, as described in Section 7.2.4, does not apply and, for certainty, any assignment is subject to the express written consent of the Developer, which consent may be arbitrarily withheld; and
- (g) Section 7.2.5(b) does not apply to the Post-Filing Contract.

Except as set out above, Sections 7.2.2 – 7.2.5 generally apply to the Post-Filing Contract in the same manner as the Contract of Purchase and Sale, *mutatis mutandis*, with such other amendments as are necessary to reflect the differences set out above. Note that purchase agreements entered into, or under negotiation, prior to the filing of the Sixth Amendment to Disclosure Statement may be in the form of the Contract of Purchase and Sale.”

6.2 Replace Section 7.4.1(b) with the following:

- “(b) an agreement with the City granting the City a public access statutory right of way and associated maintenance covenants in relation to a public plaza (the “**Public Plaza SRW**”) constructed within the area shown on plan EPP143098 (the “**Public Plaza**”);”

6.3 Replace Section 7.4.4 with the following:

“The Developer caused the Strata Corporation to enter into or assume the Reciprocal Agreement (as set out in Section 2.1.2), which provides that the owners of the Development and the Rental Component will share in the costs relating to the operation, cleaning, maintenance, inspection, management, repair, improvement, replacement, insurance and use related to shared facilities and areas that are common to, or shared by, the Development and the Rental Component (the **“Cost Sharing Covenants”**). Shared Costs will be apportioned between the components of the Project in the manner set out Schedule C to the Reciprocal Agreement. The Strata Corporation’s estimated share of the foregoing costs are included in the interim estimated operating budget attached as Exhibit E to the extent such costs are known at this time.”

6.4 Delete the last paragraph of Section 7.4.8.

7.0 AMENDMENT TO EXHIBITS

7.1 The Preliminary Strata Plan attached to the Disclosure Statement as Exhibit “A” is deleted in its entirety and replaced with the Filed Strata Plan attached as Exhibit “A” hereto.

7.2 The Preliminary Schedule of Unit Entitlement (Form V) attached to the Disclosure Statement as Exhibit “B” is deleted in its entirety and replaced with the Filed Schedule of Unit Entitlement (Form V) attached as Exhibit “B” hereto.

7.3 The Owner Developer’s Notice of Different Bylaws (Form Y) attached to the Disclosure Statement as Exhibit “C” is deleted in its entirety and replaced with the Filed Owner Developer’s Notice of Different Bylaws (Form Y) attached as Exhibit “C” hereto.

7.4 The Estimated Interim Operating Budget attached to the Disclosure Statement as Exhibit “D” is deleted in its entirety and replaced with the Exhibit “D” attached hereto.

7.5 The Monthly Allocation of Estimated Interim Operating Budget attached to the Disclosure Statement as Exhibit “E” is deleted in its entirety and replaced with the Exhibit “E” attached hereto.

7.6 All references to Exhibit G in the Disclosure Statement are replaced with Exhibit G-1.

7.7 The Form of Contract of Purchase and Sale (Post-Strata Plan Filing) attached as Exhibit “G-2” is added to the Disclosure Statement.

7.8 The Parking Stall and Storage Area Lease attached to the Disclosure Statement as Exhibit “I” is deleted in its entirety and replaced with the Parking Stall and Storage Area Lease attached as Exhibit “I” hereto.

7.9 The Assignment of Parking Stall and Storage Locker attached to the Disclosure Statement as Exhibit “J” is deleted in its entirety and replaced with the Assignment of Parking Stall and Storage Locker attached as Exhibit “J” hereto.

7.10 The Existing Encumbrances and Legal Notations attached to the Disclosure Statement as Exhibit “K” is deleted in its entirety and replaced with Exhibit “K” attached hereto.

7.11 The Cost Sharing Covenants attached to the Disclosure Statement as Exhibit “L” are replaced with the Reciprocal Agreement attached hereto as Exhibit “L”.

7.12 The Air Space Plan EPP143095 attached hereto as Exhibit "M" is added as Exhibit "M" to the Disclosure Statement.

[Remainder Intentionally Blank]

Deemed Reliance

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

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 2nd day of October, 2025.

Signed:

The Developer:

Qualex-Landmark Orchard Limited Partnership
by its General Partner, **Qualex-Landmark Orchard GP 1 U4.**

Per: 

Authorized Signatory

Qualex-Landmark Orchard GP 1 Ltd.:

Per: 

Authorized Signatory

Qualex-Landmark Orchard Holdings Ltd.:

Per: 

Authorized Signatory

The sole Director of Qualex-Landmark Orchard Holdings Ltd. and Qualex-Landmark Orchard GP 1 Ltd.:


Cyrus Navabi

EXHIBIT A
FILED STRATA PLAN EPS11556

See attached.

SHEET 1 OF 45 SHEETS

STRATA PLAN EPS11556

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

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

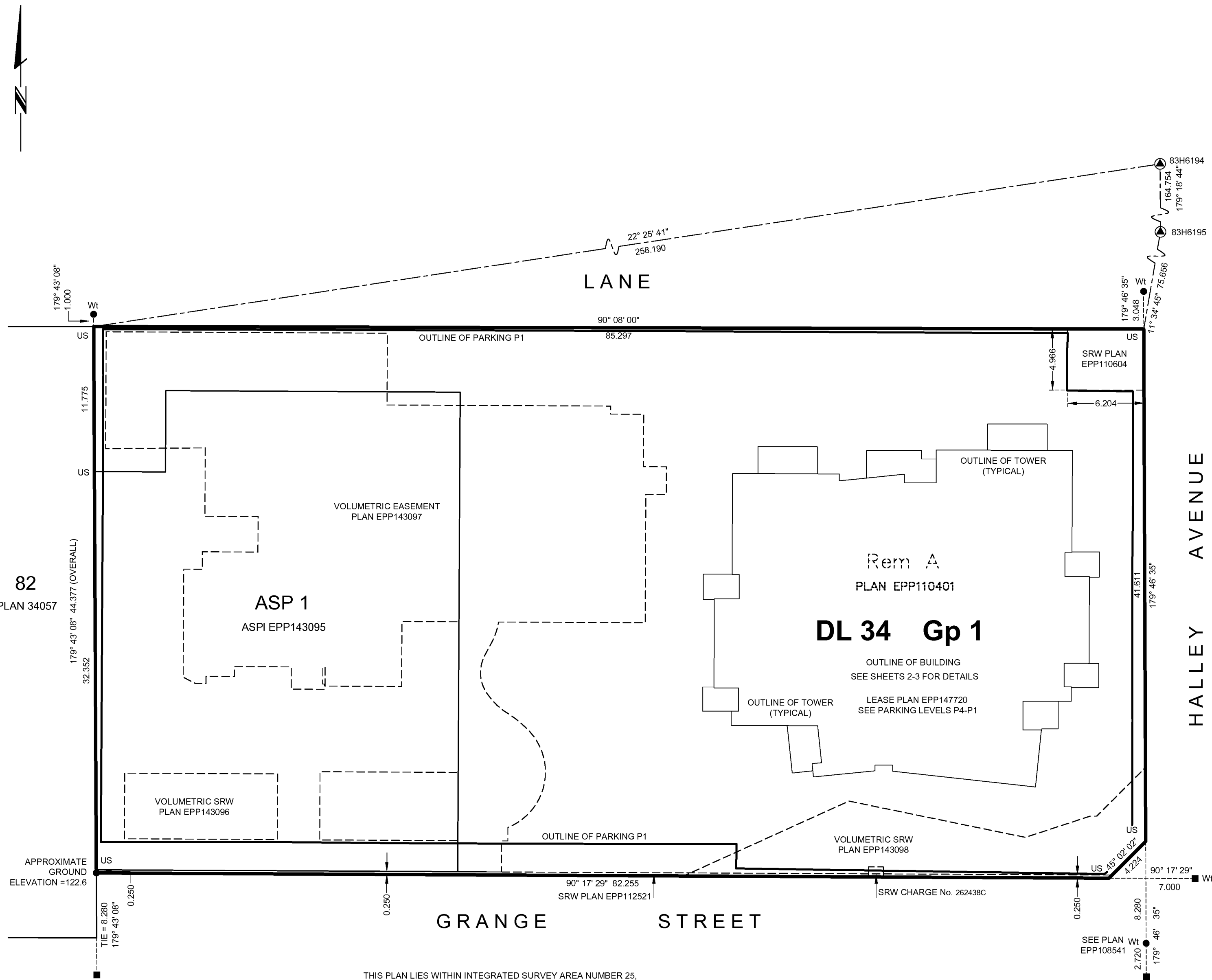
DATUM: NAD83 (CSRS) 4.0.0.BC.1.MVRD, UTM ZONE 10.			
MONUMENT	NORTHING	EASTING	ABSOLUTE ACCURACY
83H6194	5453641.288	499361.199	0.01
83H6195	5453476.614	499363.176	0.01
NOTE: FOR MAPPING PURPOSES ONLY.			

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY
ACHIEVED ARE DERIVED FROM THE MASCOT PUBLISHED
COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC
CONTROL MONUMENTS 83H6194 AND 83H6195

LEGEND

- - DENOTES LEAD PLUG FOUND
 ● - DENOTES STANDARD IRON POST FOUND
 ▲ - DENOTES GEODETIC CONTROL MONUMENT FOUND
 ASP - DENOTES AIR SPACE PARCEL
 ASPI - DENOTES AIR SPACE PLAN
 Bdy - DENOTES BOUNDARY
 EL - DENOTES ELEVATION
 HAB - DENOTES HABITABLE
 HZ TOP - DENOTES HORIZONTAL TOP PLANE OF AIR SPACE PARCEL OR AIR SPACE LEVEL
 LCP - DENOTES LIMITED COMMON PROPERTY
 LVL - DENOTES LEVEL
 No. or # - DENOTES NUMBER
 OTB - DENOTES OPEN TO BELOW
 PFB - DENOTES PERIMETER OF LEVEL BELOW
 PL - DENOTES PROPERTY LINE
 PT - DENOTES PART
 SL - DENOTES STRATA LOT
 US - DENOTES UNSUITABLE FOR POSTING
 © - DENOTES COMMON PROPERTY
 Ⓢ - DENOTES ELECTRICAL COMMON PROPERTY
 Ⓜ - DENOTES MECHANICAL COMMON PROPERTY
 Ⓥ - DENOTES VENT COMMON PROPERTY
 (B3) - DENOTES BALCONY LCP FOR SL 3 (TYPICAL)
 (R7) - DENOTES ROOF DECK LCP FOR SL 7 (TYPICAL)
 (P1) - DENOTES PATIO LCP FOR SL 1 (TYPICAL)
 (LOBB) - DENOTES ELEVATOR LOBBY COMMON PROPERTY
 (CORR) - DENOTES CORRIDOR COMMON PROPERTY
 (STOR) - DENOTES STORAGE COMMON PROPERTY
 (VEST) - DENOTES VESTIBULE COMMON PROPERTY
 (I/A 1) - DENOTES INACCESSIBLE AREA UNDER STAIR PART OF SL 1 (TYPICAL) BUT NOT INCLUDED IN HABITABLE AREA CALCULATION
 FOUNDATION CLEAR 0.21 ➡ - DENOTES FOUNDATION IS 0.21 METERS CLEAR OF PROPERTY LINE (TYPICAL)

bennett
LAND SURVEYING LTD.
BC LAND SURVEYORS
#201 - 275 FELL AVENUE
NORTH VANCOUVER, BC
V7P 3R5
TEL 604-980-4868
www.bennettsurveys.com
SEE A14615 AND FB1205 P56-58 (EE), FB1330 116-119 (GK)



THIS PLAN LIES WITHIN INTEGRATED SURVEY AREA NUMBER 25,
CITY OF BURNABY, NAD83 (CSRS) 4.0.0.BC.1.MVRD.

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN
GEODETIC CONTROL MONUMENTS 83H6194 AND 83H6195 AND ARE
REFERRED TO CENTRAL MERIDIAN OF UTM ZONE 10.

THIS PLAN IS REFERRED TO THE CVD28GVRD2018 VERTICAL DATUM.
ELEVATIONS ARE GEODETIC AND ARE DERIVED FROM CONTROL
MONUMENT 83H6195, LOCATED AT THE INTERSECTION OF SARDIS
STREET AND HALLEY AVENUE,
PUBLISHED ELEVATION = 117.460m.

THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES, UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9995846. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON GEODETIC CONTROL MONUMENT 83H6195.

THE BOUNDARY OF THE STRATA LOT IS MIDWAY BETWEEN THE SURFACE OF THE STRUCTURAL PORTION OF THE WALL, FLOOR OR CEILING THAT FACES THE STRATA LOT AND THE SURFACE OF THE STRUCTURAL PORTION OF THE WALL, FLOOR OR CEILING THAT FACES THE OTHER STRATA LOT, THE COMMON PROPERTY OR THE OTHER PARCEL OF LAND.

UPPER AND LOWER VERTICAL EXTENTS OF LCP ARE TO THE CENTER OF FLOOR ABOVE AND BELOW. NOTWITHSTANDING THE ABOVE, EXTERIOR LCP ARE DEFINED AS TO HEIGHT BY THE CENTER OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF A STRATA WITHIN THE SAME BUILDING. UNLESS OTHERWISE NOTED.

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS
WHICH ARE NOT SET ON THE TRUE CORNER(S).

THIS PLAN LIES WITHIN THE
METRO VANCOUVER REGIONAL DISTRICT.

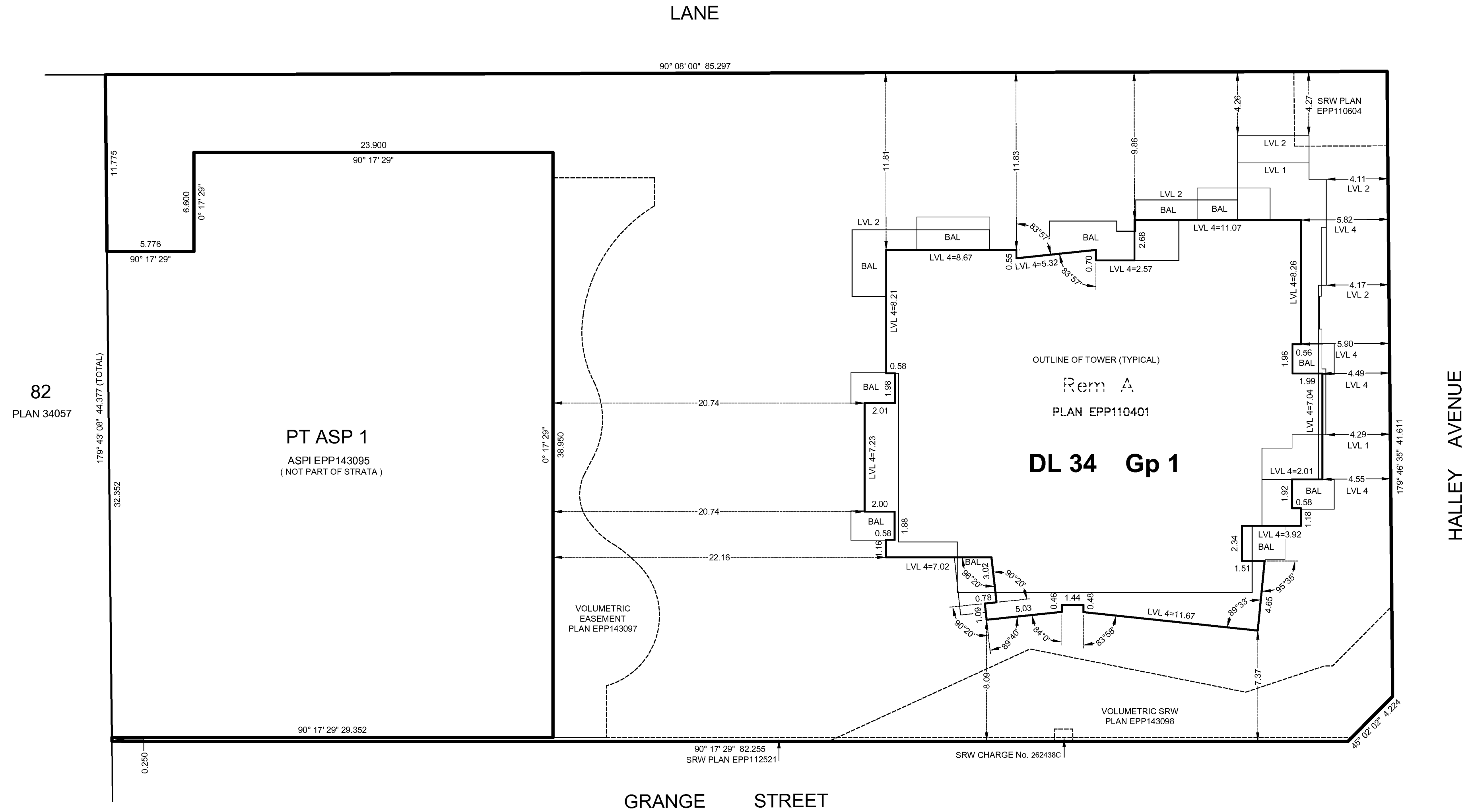
THE BUILDING SHOWN HEREON IS WITHIN
THE EXTERNAL BOUNDARIES OF THE LAND THAT
IS THE SUBJECT OF THE STRATA PLAN.

THE BUILDING INCLUDED IN THIS STRATA PLAN
HAS NOT BEEN PREVIOUSLY OCCUPIED.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
COMPLETED ON THE 30TH DAY OF JULY, 2025
NAZANIN BOOKANI, BCLS #1042.

Page 2 of 45

STRATA PLAN EPS11556



PARKING LEVEL P4 FLOOR PLAN

SHEET 4 OF 45 SHEETS

STRATA PLAN EPS11556

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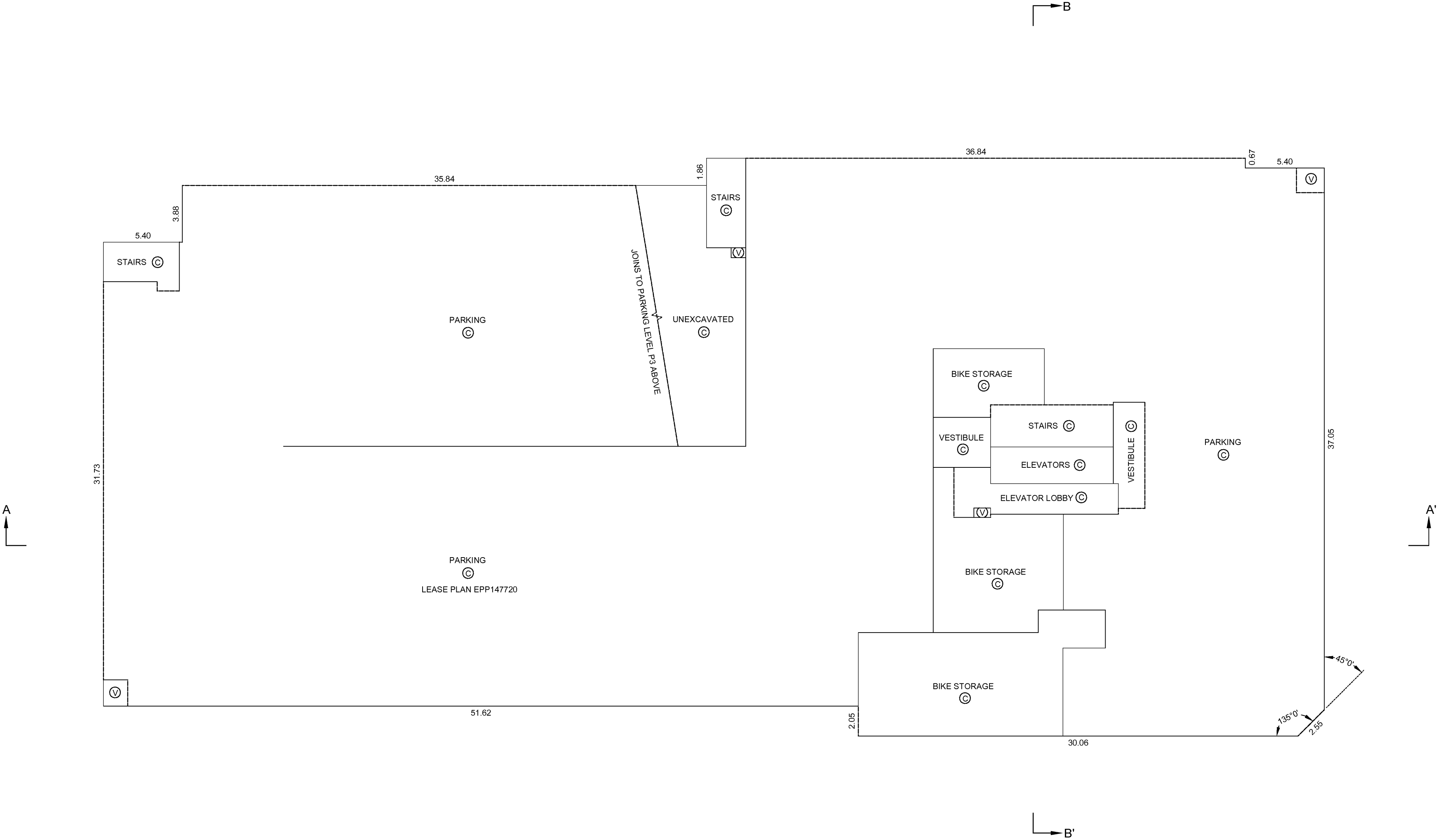
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ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:200

ALL ANGLES ARE 45° OR 90° AND MULTIPLES THEREOF, UNLESS OTHERWISE NOTED.



CROSS SECTION ARROWS ON THIS PLAN POINT IN THE DIRECTION OF VIEW.

bennett
LAND SURVEYING LTD.
BC LAND SURVEYORS
#201 - 275 FELL AVENUE
NORTH VANCOUVER, BC
V7P 3R5
TEL 604-980-4868
www.bennettsurveys.com

NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

PARKING LEVEL P3 FLOOR PLAN

SHEET 5 OF 45 SHEETS

STRATA PLAN EPS11556

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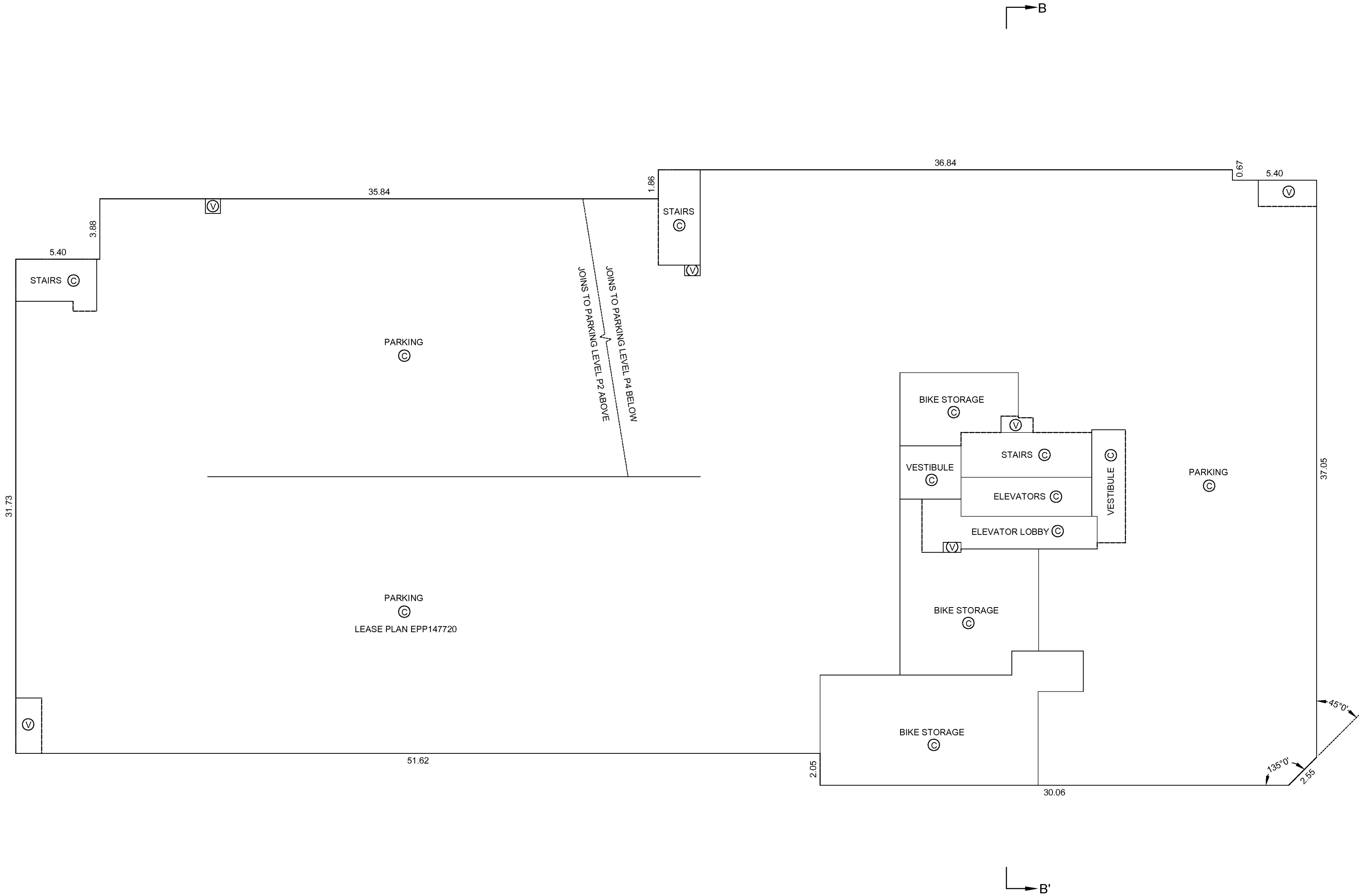
5

10

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bennett
LAND SURVEYING LTD.
BC LAND SURVEYORS
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NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

SHEET 6 OF 45 SHEETS

STRATA PLAN EPS11556

Page 6 of 45

PARKING LEVEL P1 FLOOR PLAN

SHEET 7 OF 45 SHEETS

STRATA PLAN EPS11556

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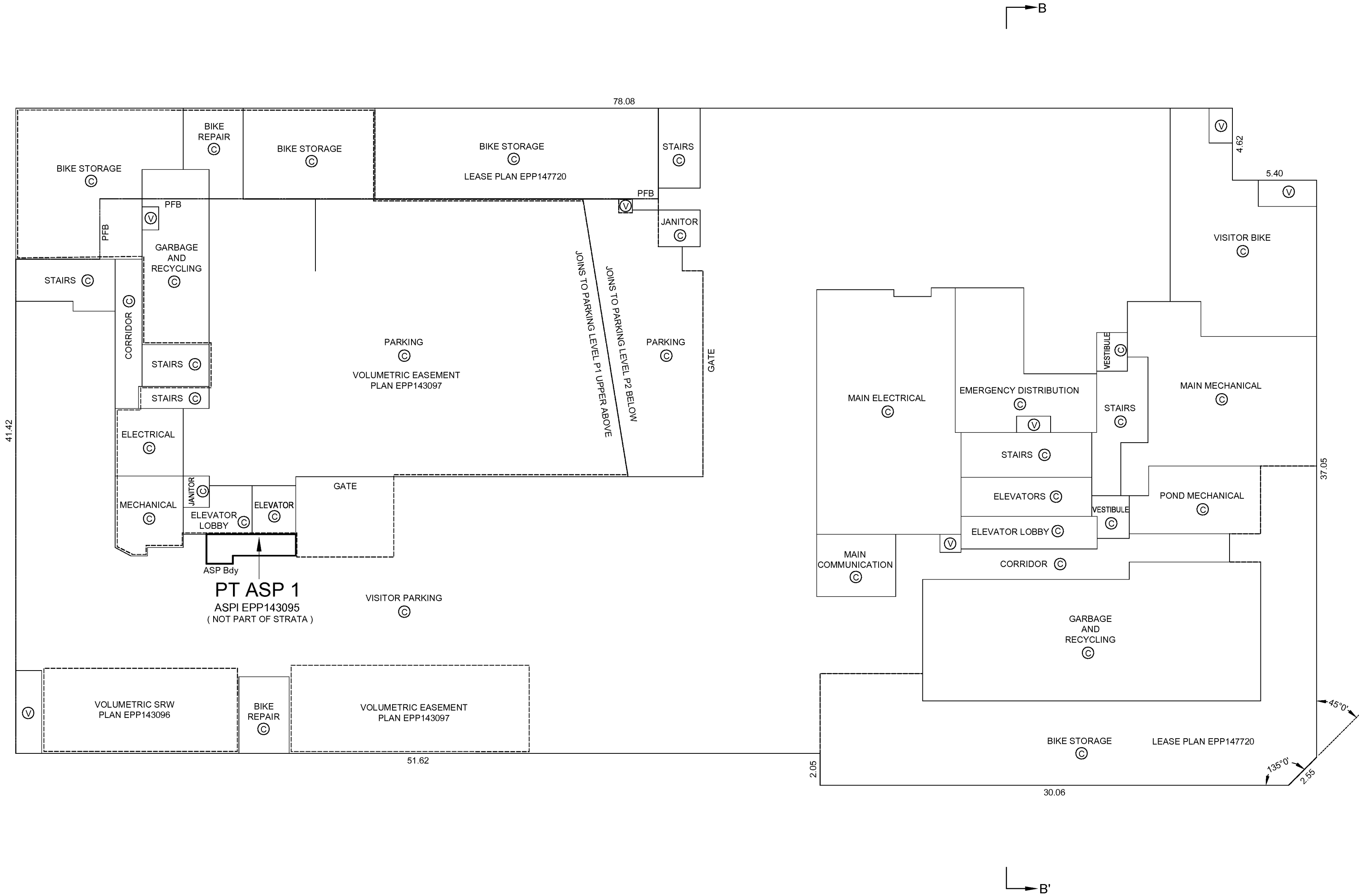
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10

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:200

ALL ANGLES ARE 45° OR 90° AND MULTIPLES THEREOF, UNLESS OTHERWISE NOTED.



CROSS SECTION ARROWS ON THIS PLAN POINT IN THE DIRECTION OF VIEW.

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30TH DAY OF JULY, 2025.

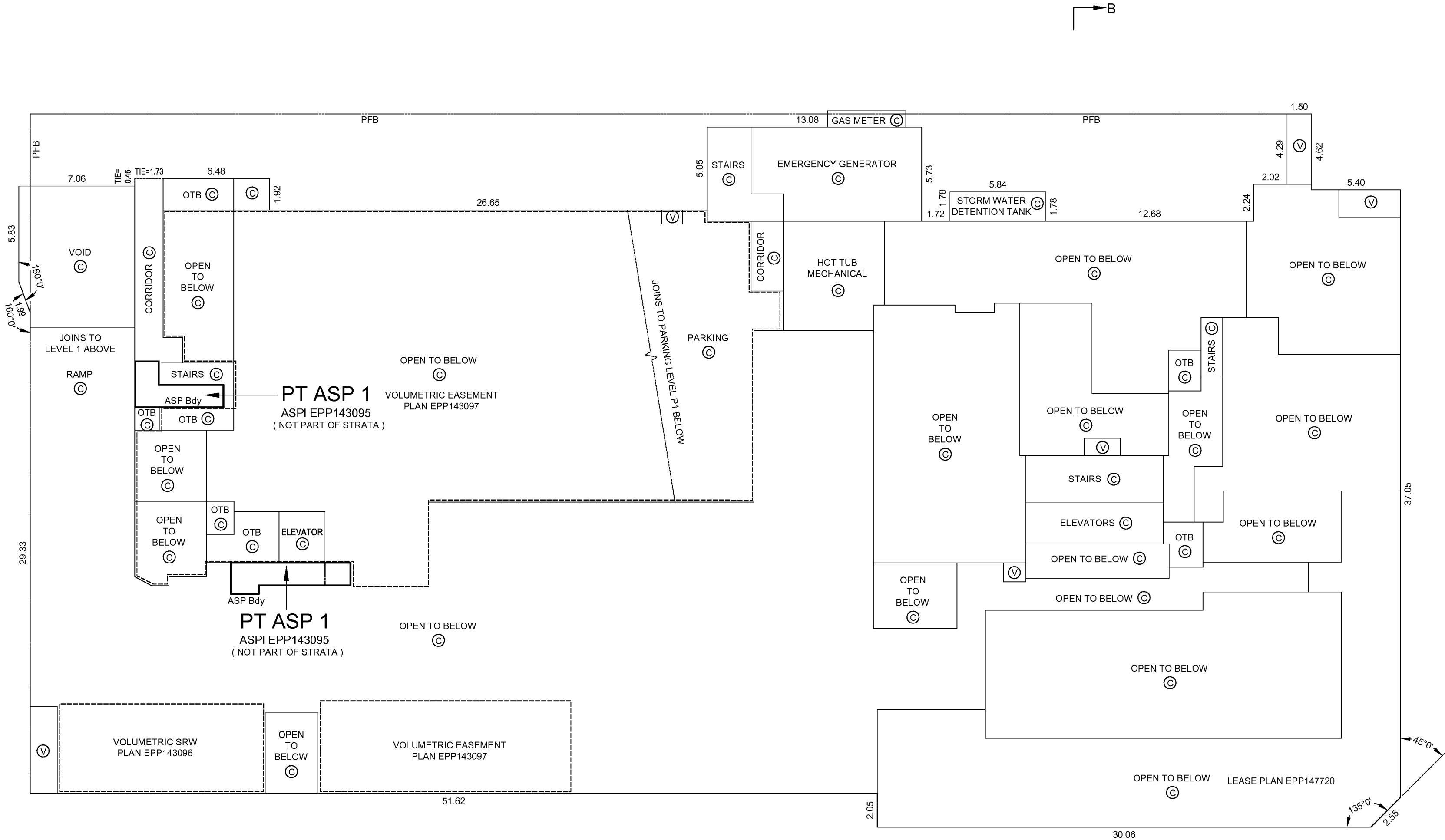
PARKING LEVEL P1 UPPER FLOOR PLAN

SHEET 8 OF 45 SHEETS
STRATA PLAN EPS11556

5 0 5 10
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30TH DAY OF JULY, 2025.

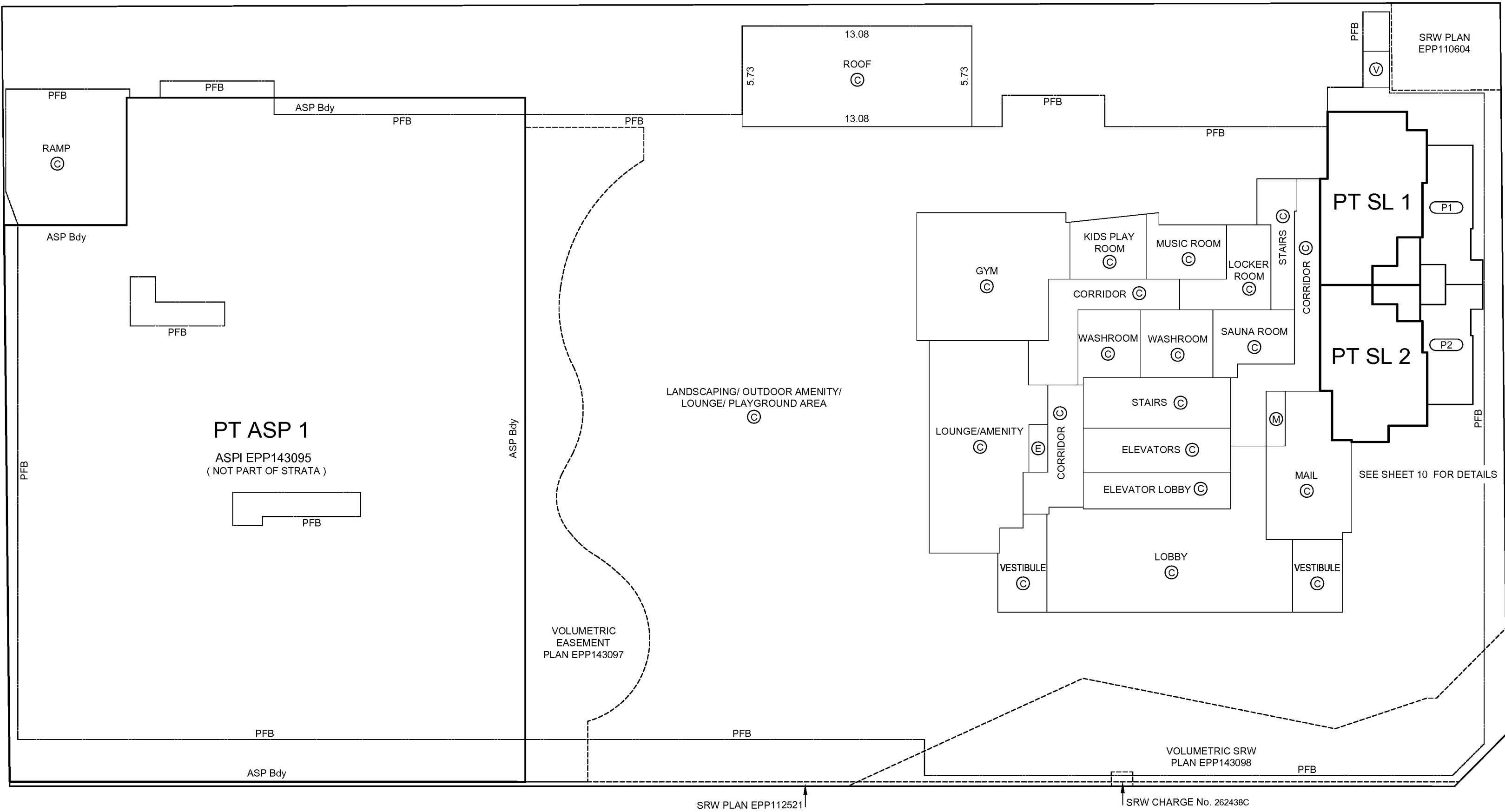
LEVEL 1 FLOOR PLAN
(KEY PLAN)

5 0 5 10
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SHEET 9 OF 45 SHEETS
STRATA PLAN EPS11556

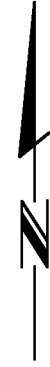


CROSS SECTION ARROWS ON THIS
PLAN POINT IN THE DIRECTION OF VIEW.

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30TH DAY OF JULY, 2025.

STRATA PLAN EPS11556



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Page 10 of 45

SHEET 11 OF 45 SHEETS

STRATA PLAN EPS11556

LEVEL 3 FLOOR PLAN

SHEET 12 OF 45 SHEETS

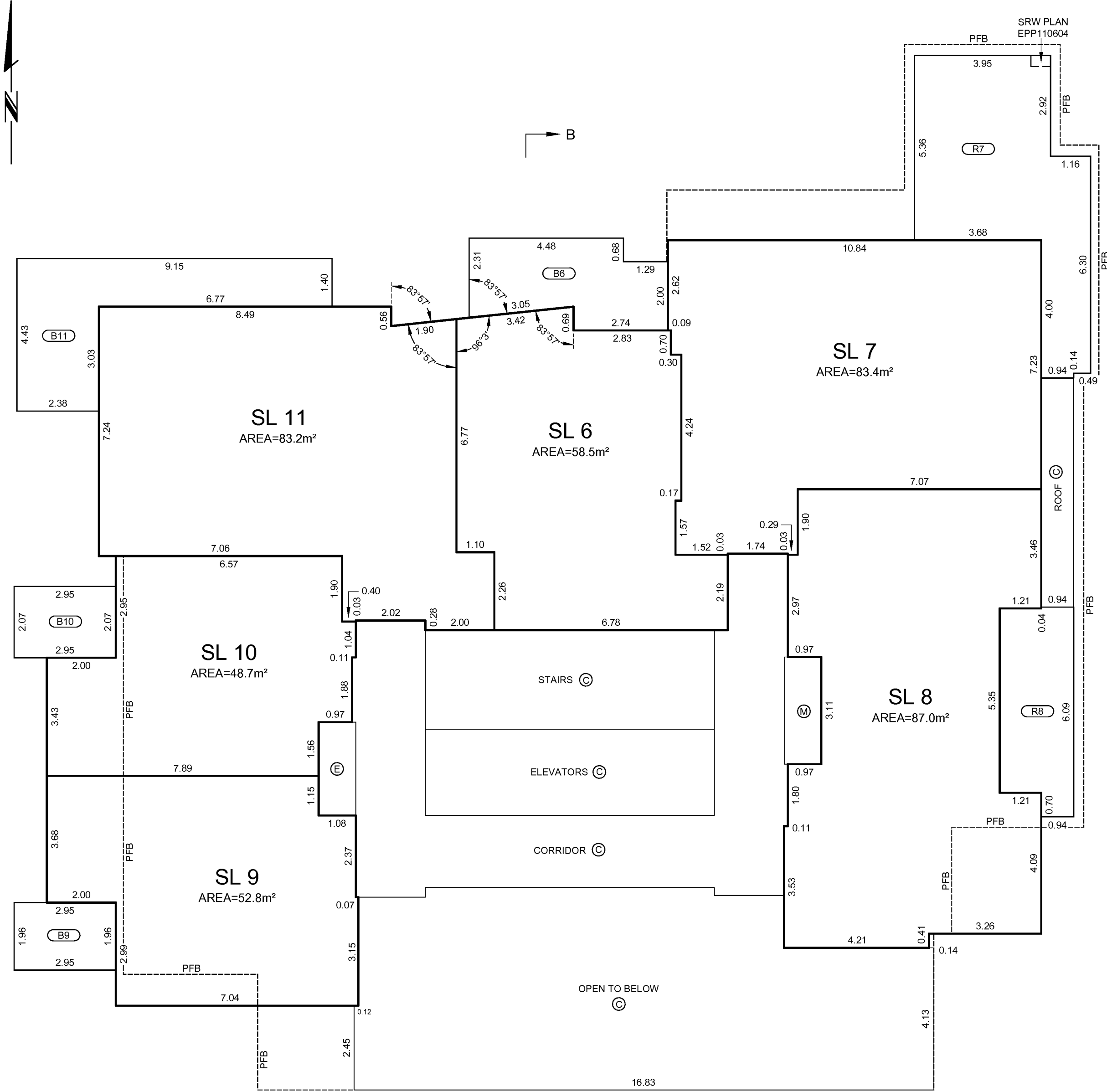
STRATA PLAN EPS11556

1 0 1 2 5

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SEE SHEET 1 FOR STRATA LOT BOUNDARY DEFINITION.

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30TH DAY OF JULY, 2025.

LEVEL 4 FLOOR PLAN

SHEET 13 OF 45 SHEETS

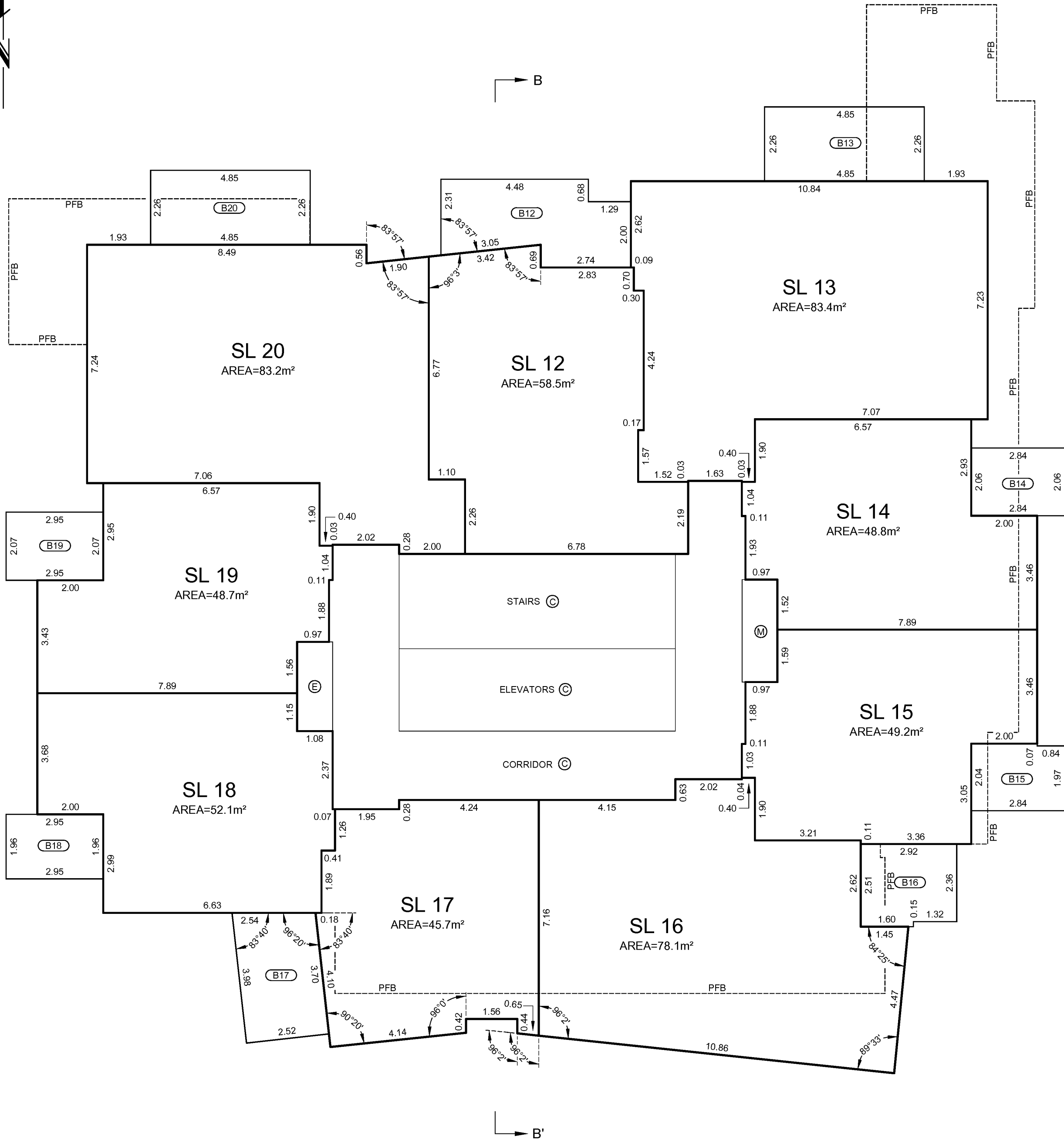
STRATA PLAN EPS11556

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30TH DAY OF JULY, 2025.

LEVEL 5 FLOOR PLAN

SHEET 14 OF 45 SHEETS

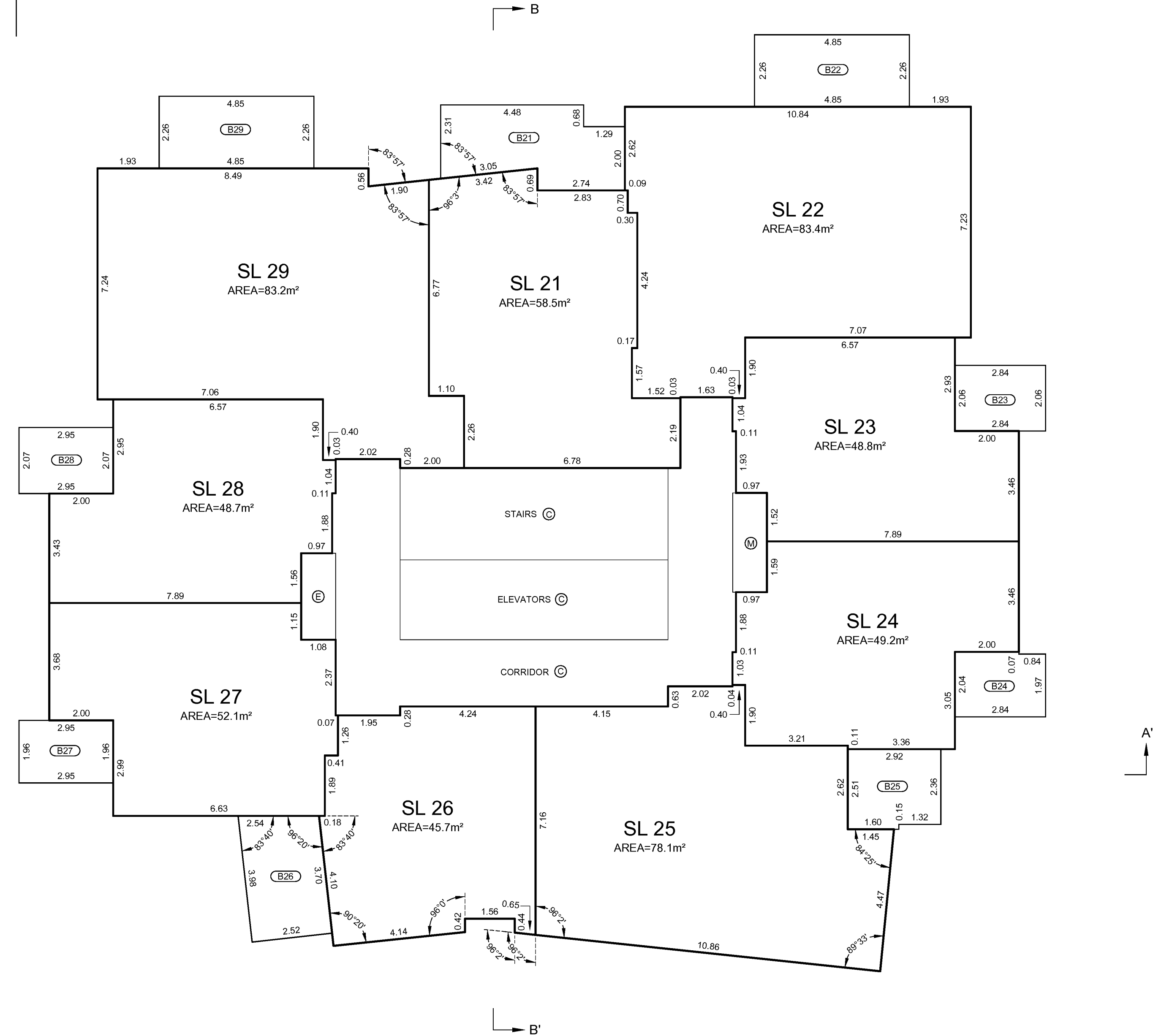
STRATA PLAN EPS11556

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30TH DAY OF JULY, 2025.

LEVEL 6 FLOOR PLAN

SHEET 15 OF 45 SHEETS

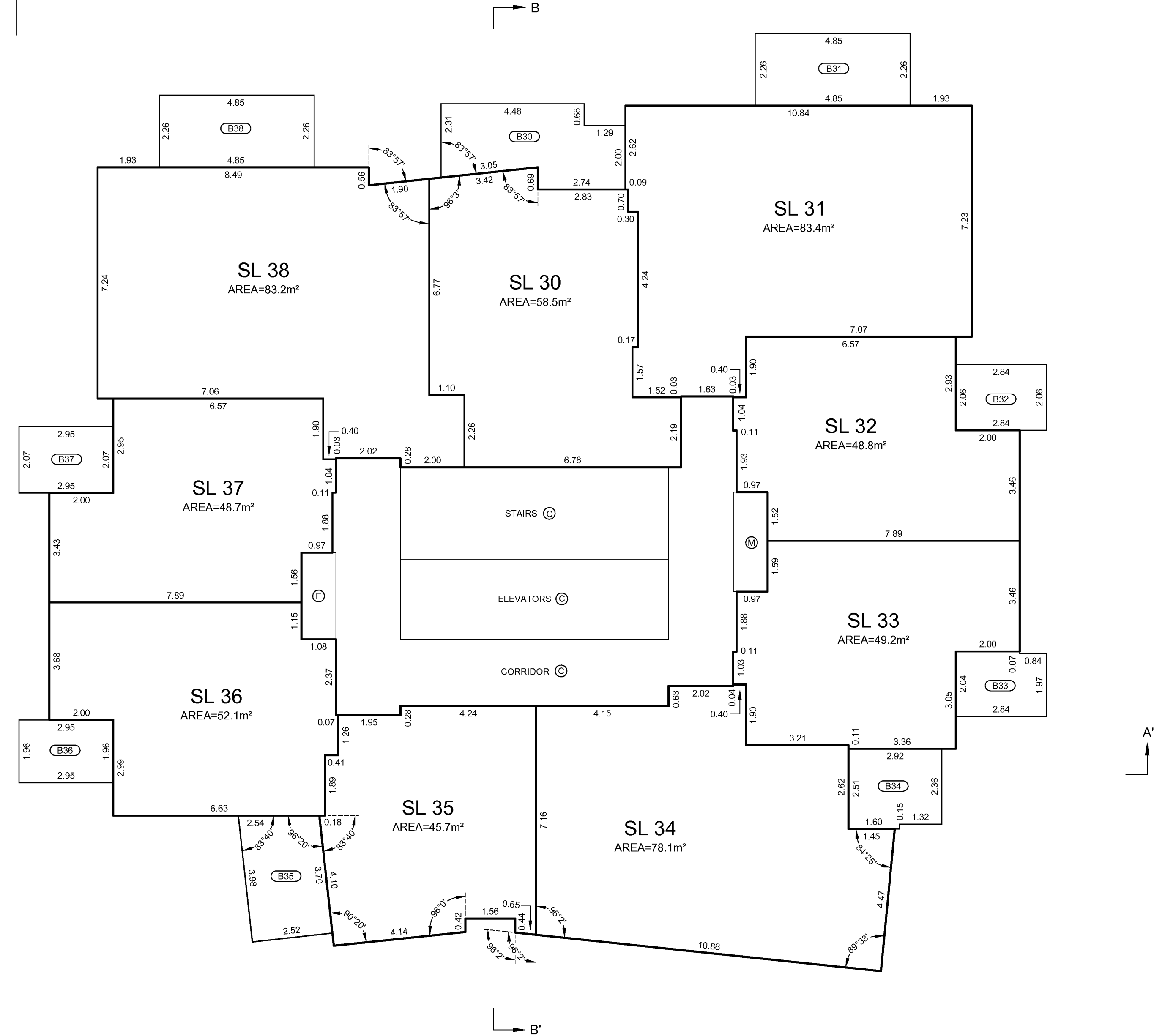
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30TH DAY OF JULY, 2025.

LEVEL 7 FLOOR PLAN

SHEET 16 OF 45 SHEETS

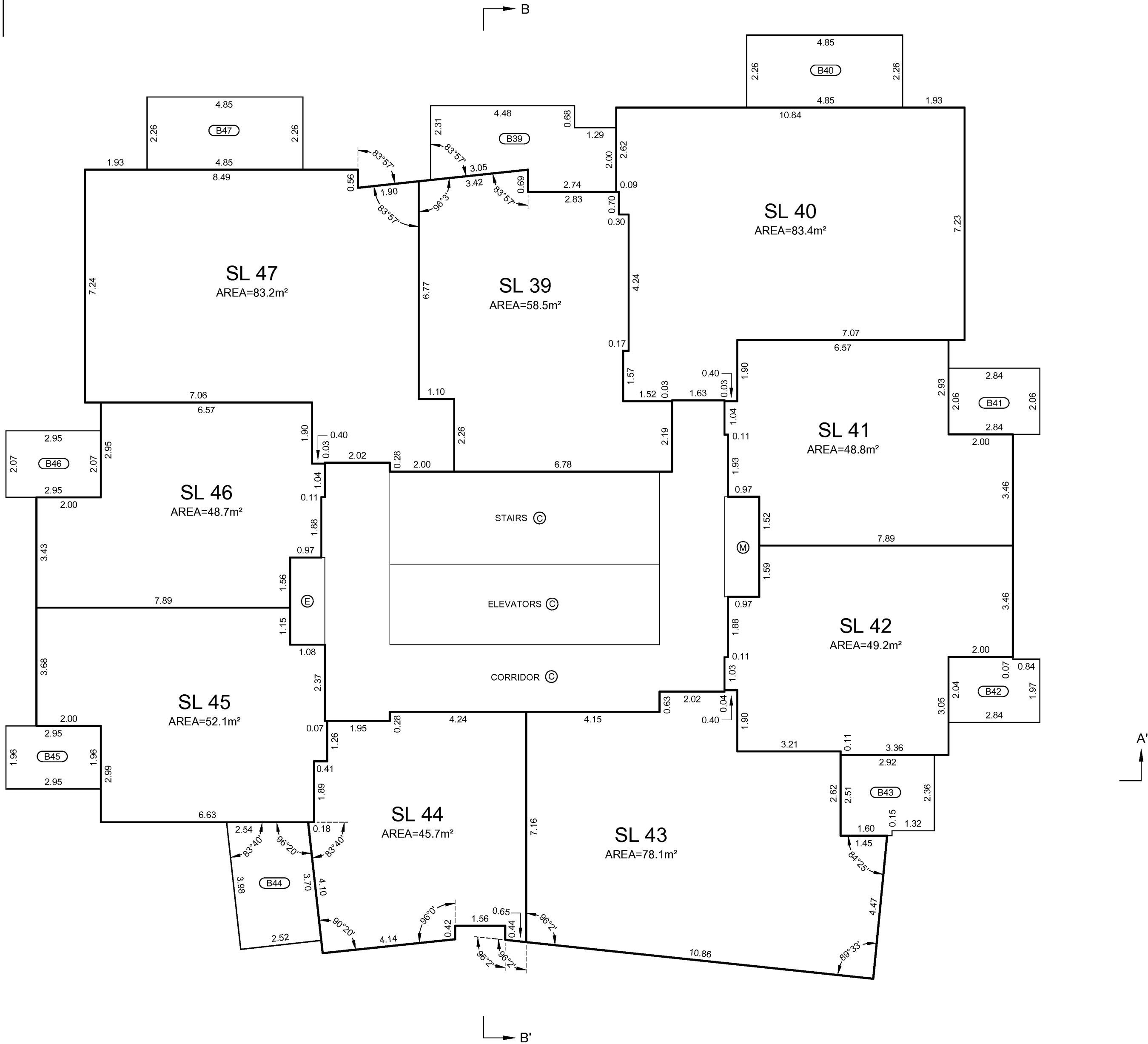
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30TH DAY OF JULY, 2025.

LEVEL 8 FLOOR PLAN

SHEET 17 OF 45 SHEETS

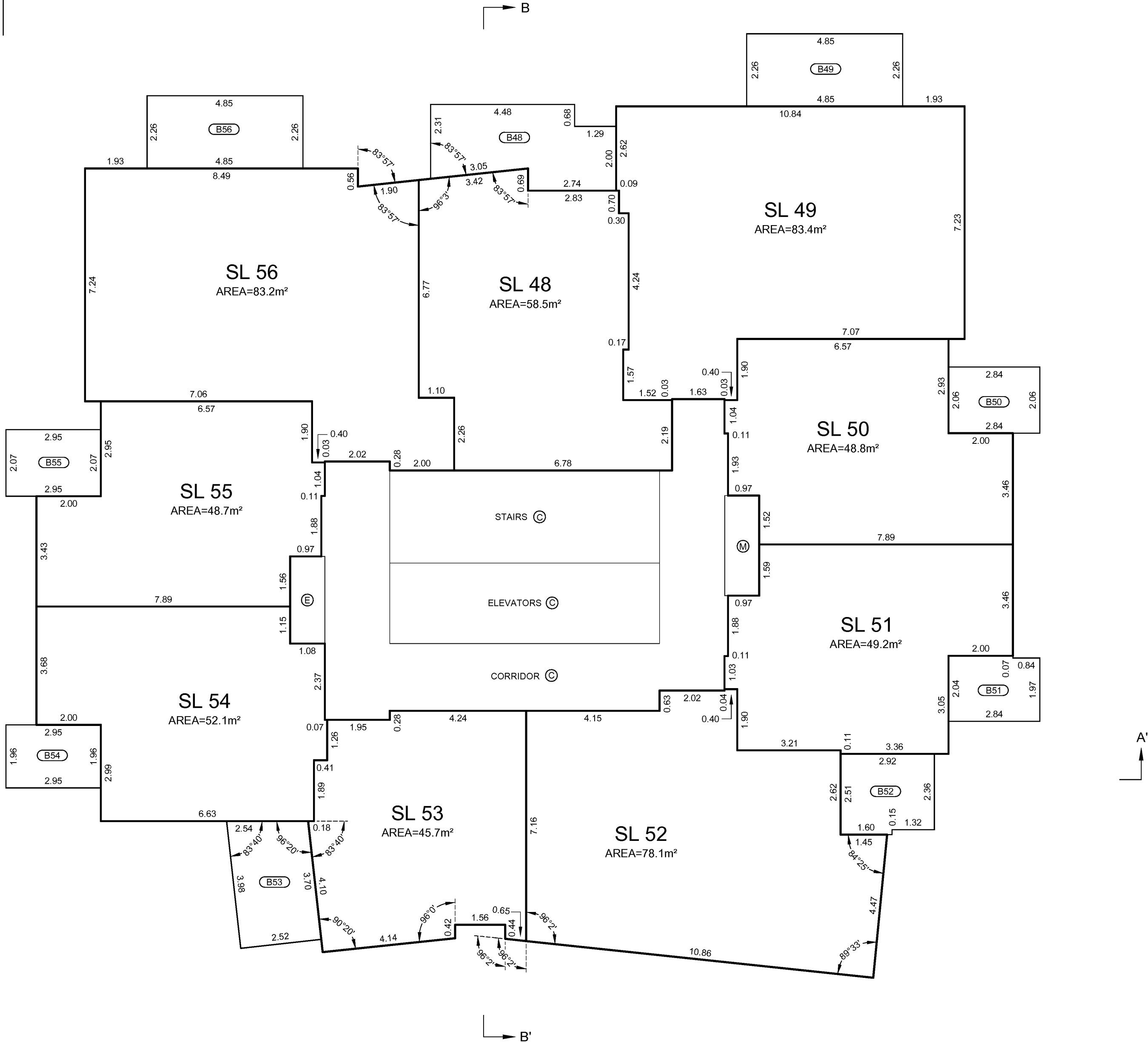
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30TH DAY OF JULY, 2025.

LEVEL 9 FLOOR PLAN

SHEET 18 OF 45 SHEETS

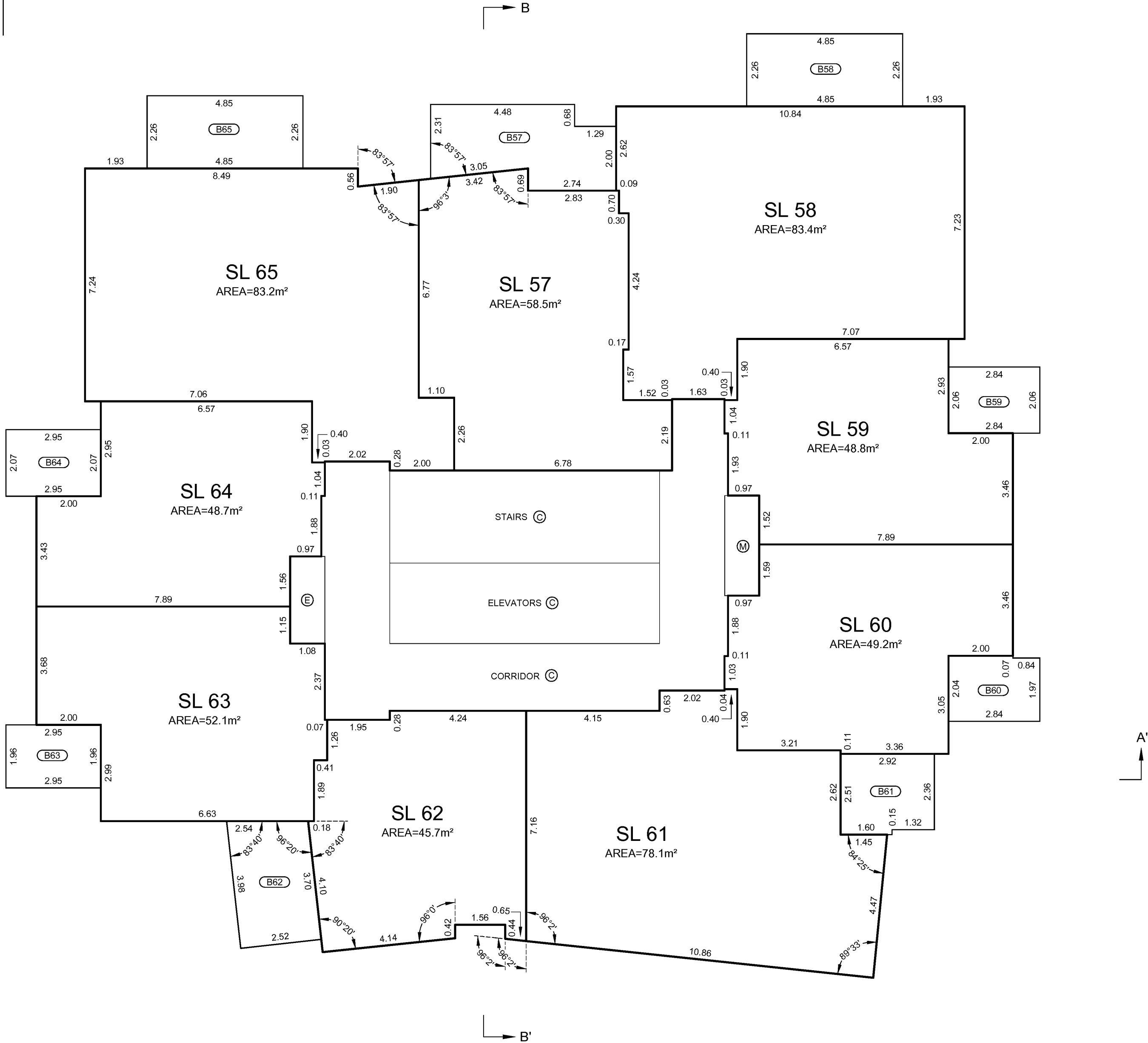
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30TH DAY OF JULY, 2025.

LEVEL 10 FLOOR PLAN

SHEET 19 OF 45 SHEETS

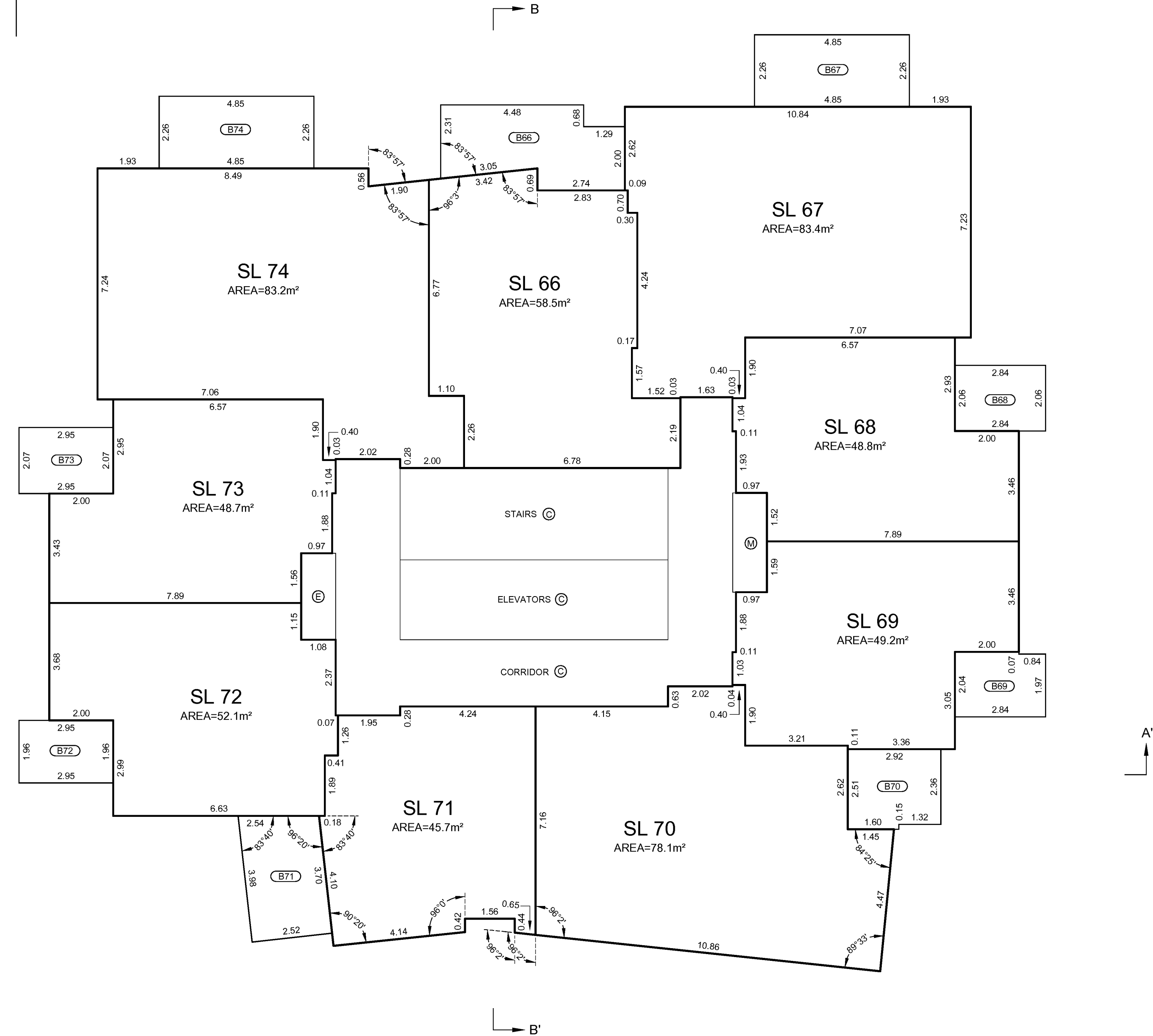
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30TH DAY OF JULY, 2025.

LEVEL 11 FLOOR PLAN

SHEET 20 OF 45 SHEETS

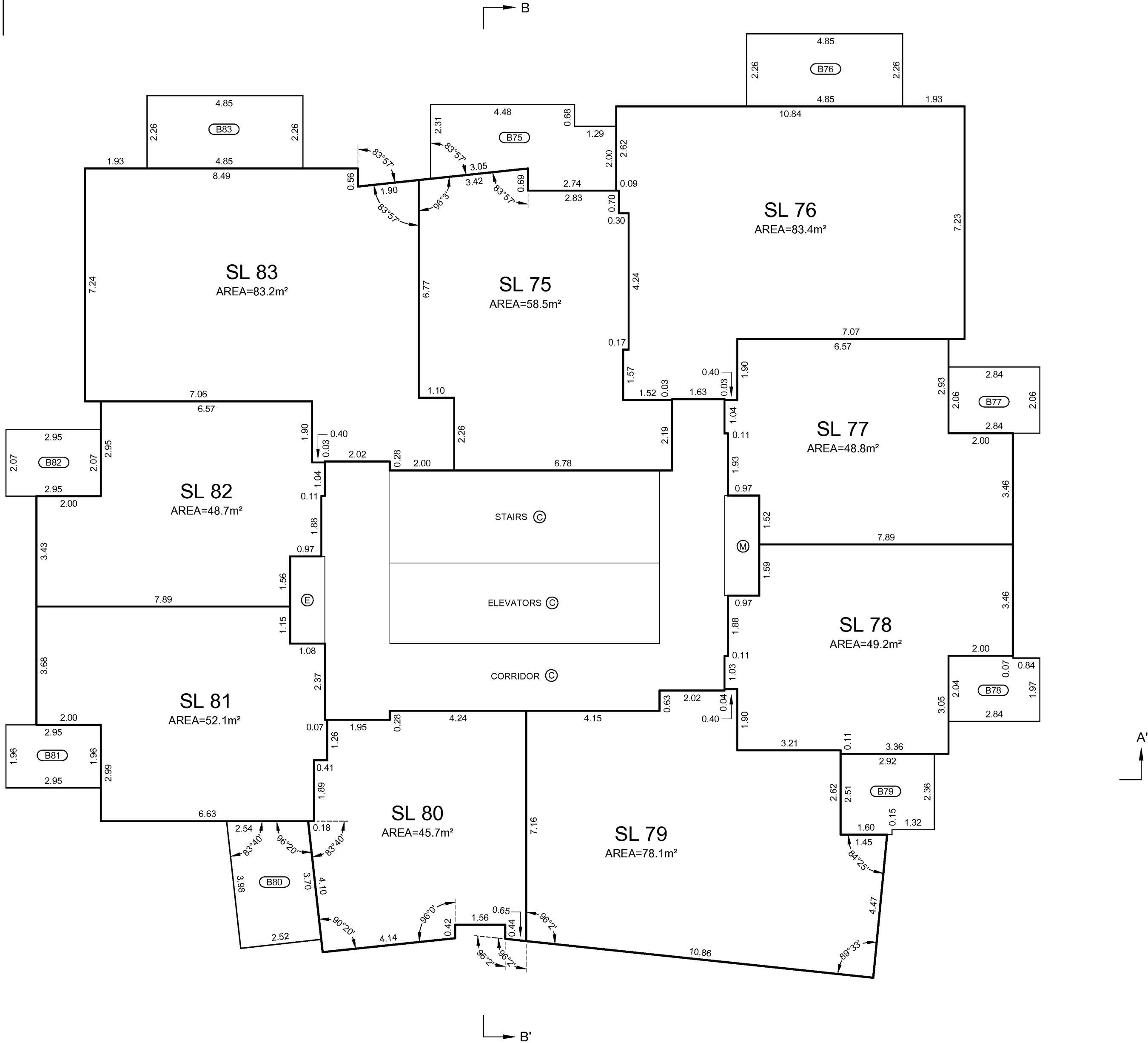
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30TH DAY OF JULY, 2025.

LEVEL 12 FLOOR PLAN

SHEET 21 OF 45 SHEETS

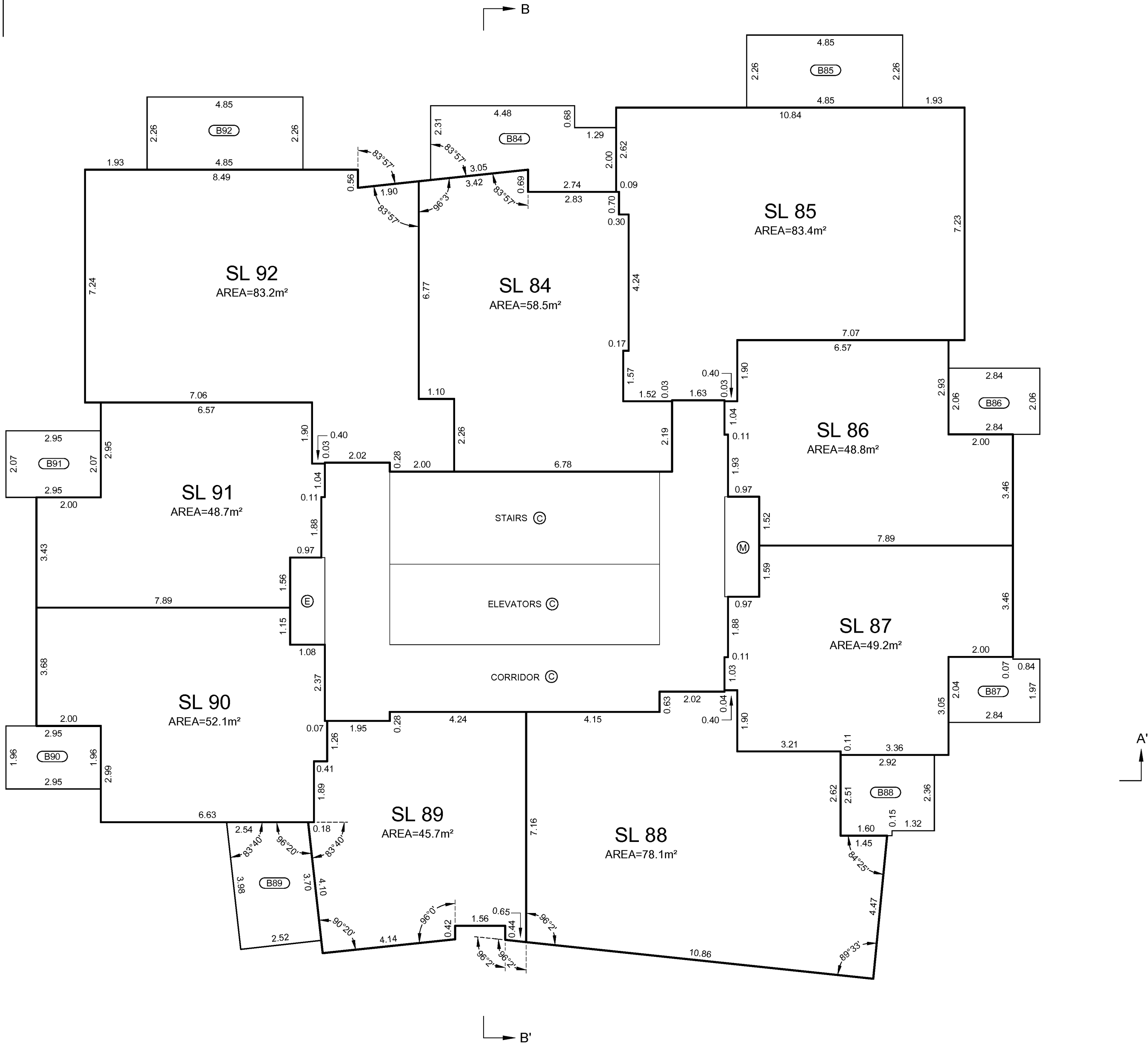
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30TH DAY OF JULY, 2025.

LEVEL 13 FLOOR PLAN

SHEET 22 OF 45 SHEETS

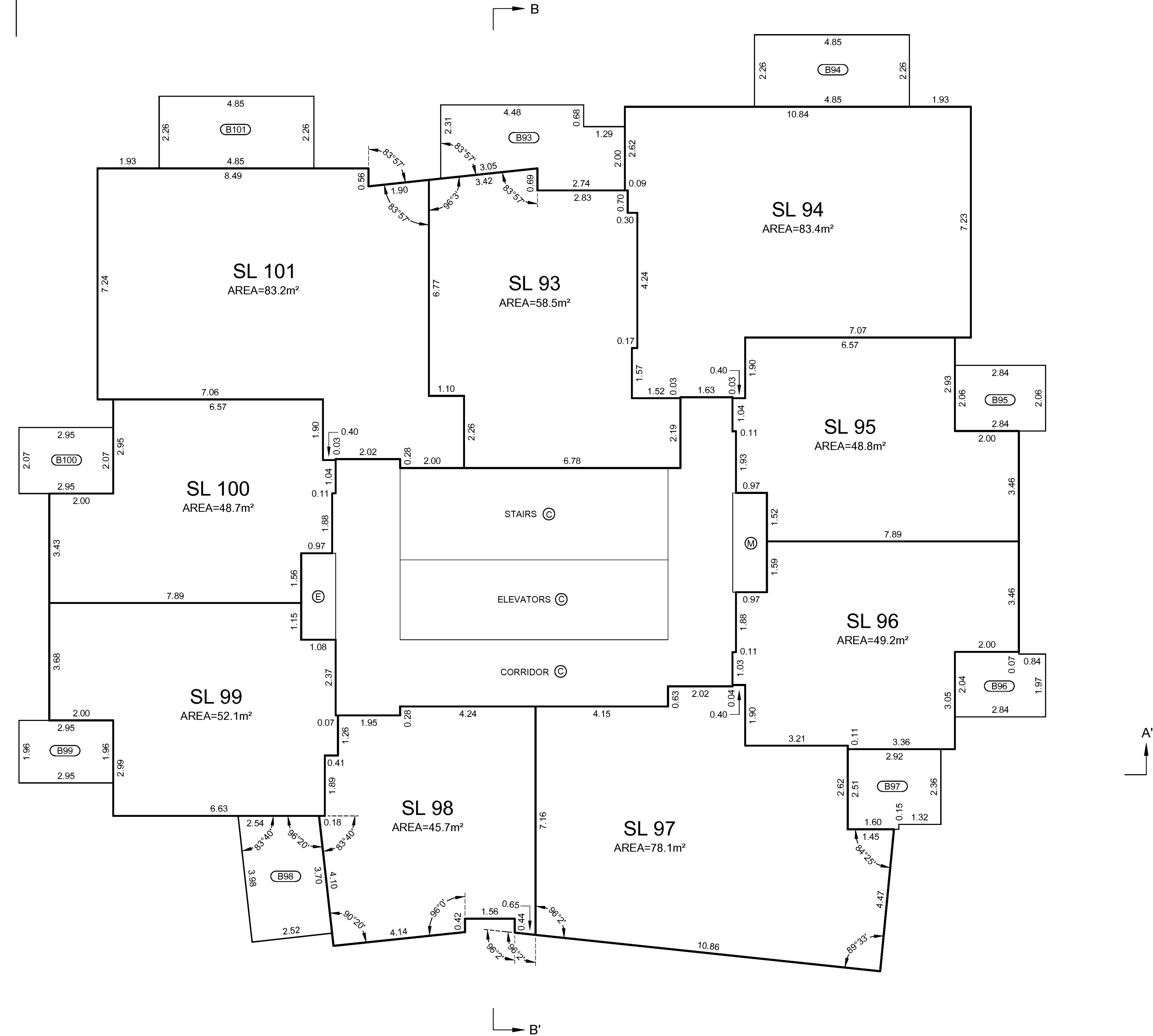
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LEVEL 14 FLOOR PLAN

SHEET 23 OF 45 SHEETS

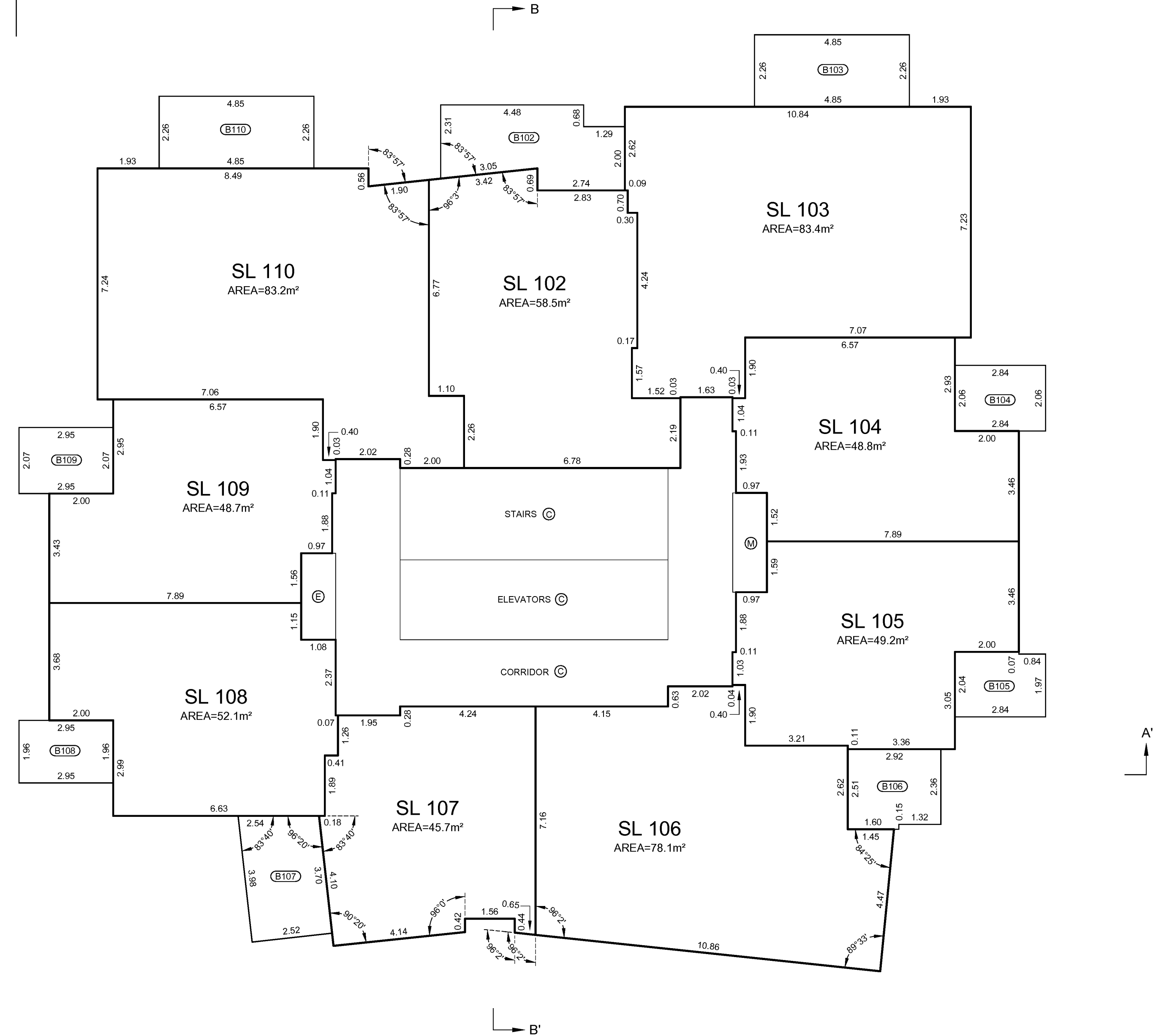
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LEVEL 15 FLOOR PLAN

SHEET 24 OF 45 SHEETS

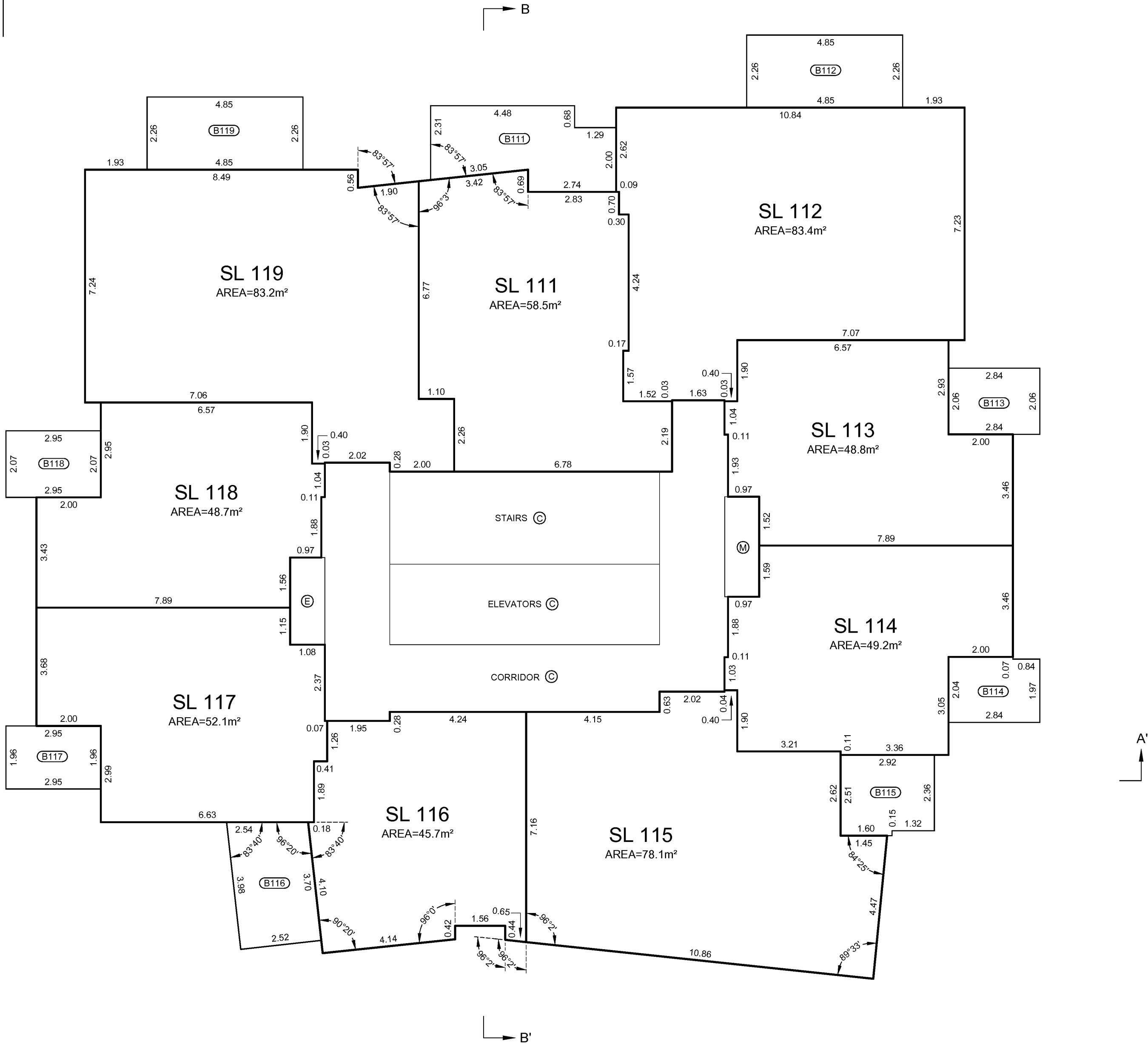
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30TH DAY OF JULY, 2025.

LEVEL 16 FLOOR PLAN

SHEET 25 OF 45 SHEETS

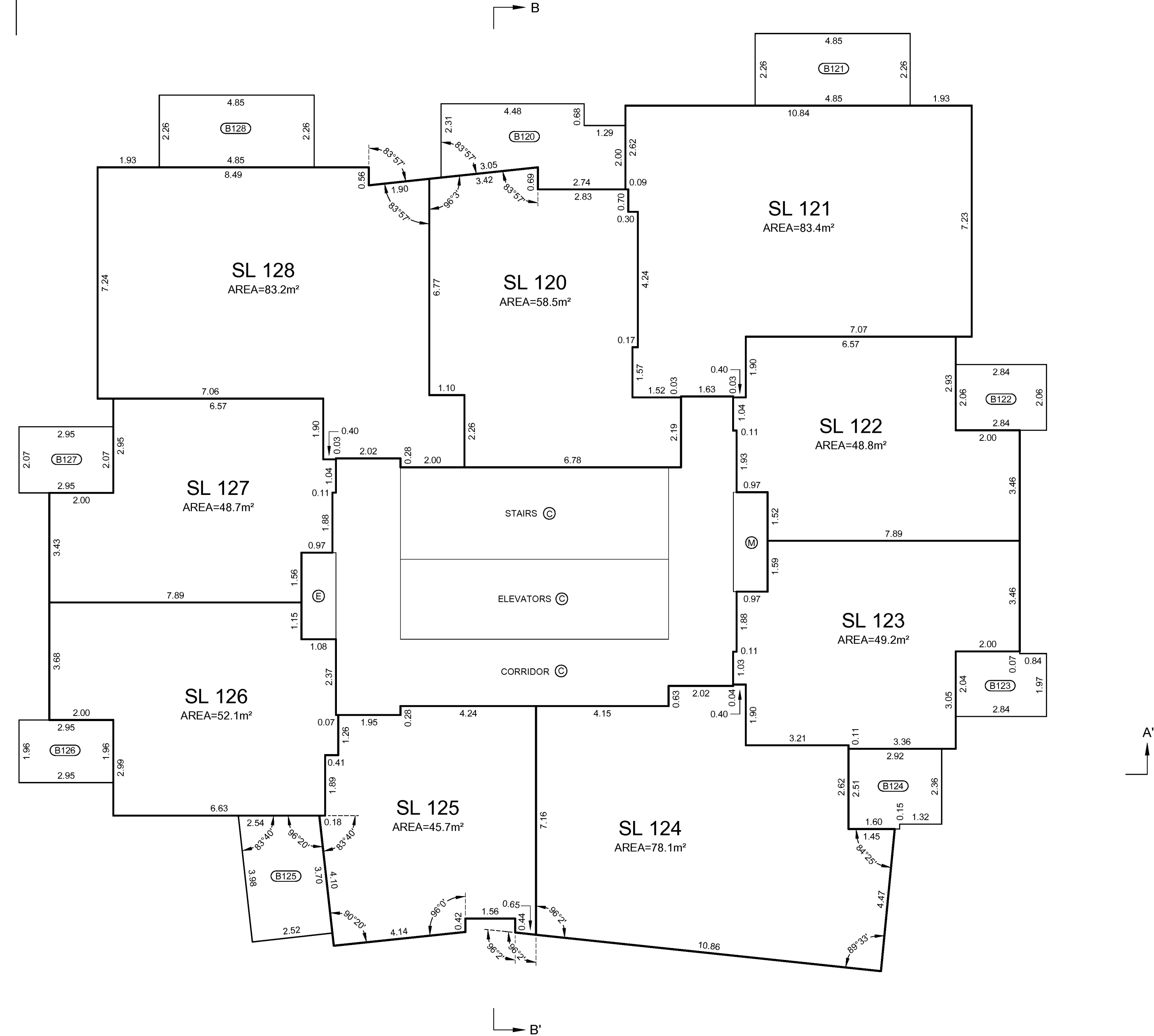
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30TH DAY OF JULY, 2025.

LEVEL 17 FLOOR PLAN

SHEET 26 OF 45 SHEETS

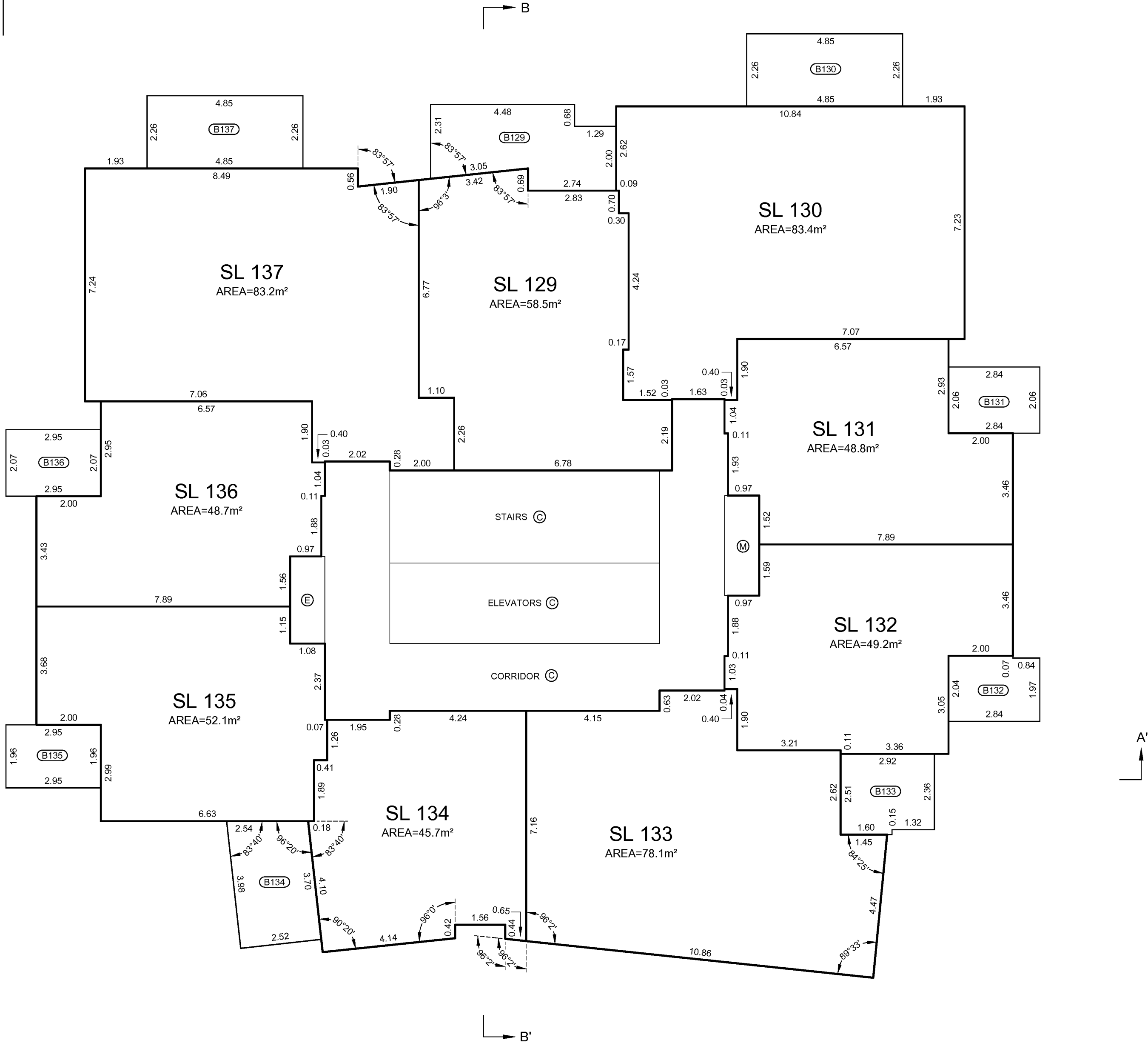
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NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

LEVEL 18 FLOOR PLAN

SHEET 27 OF 45 SHEETS

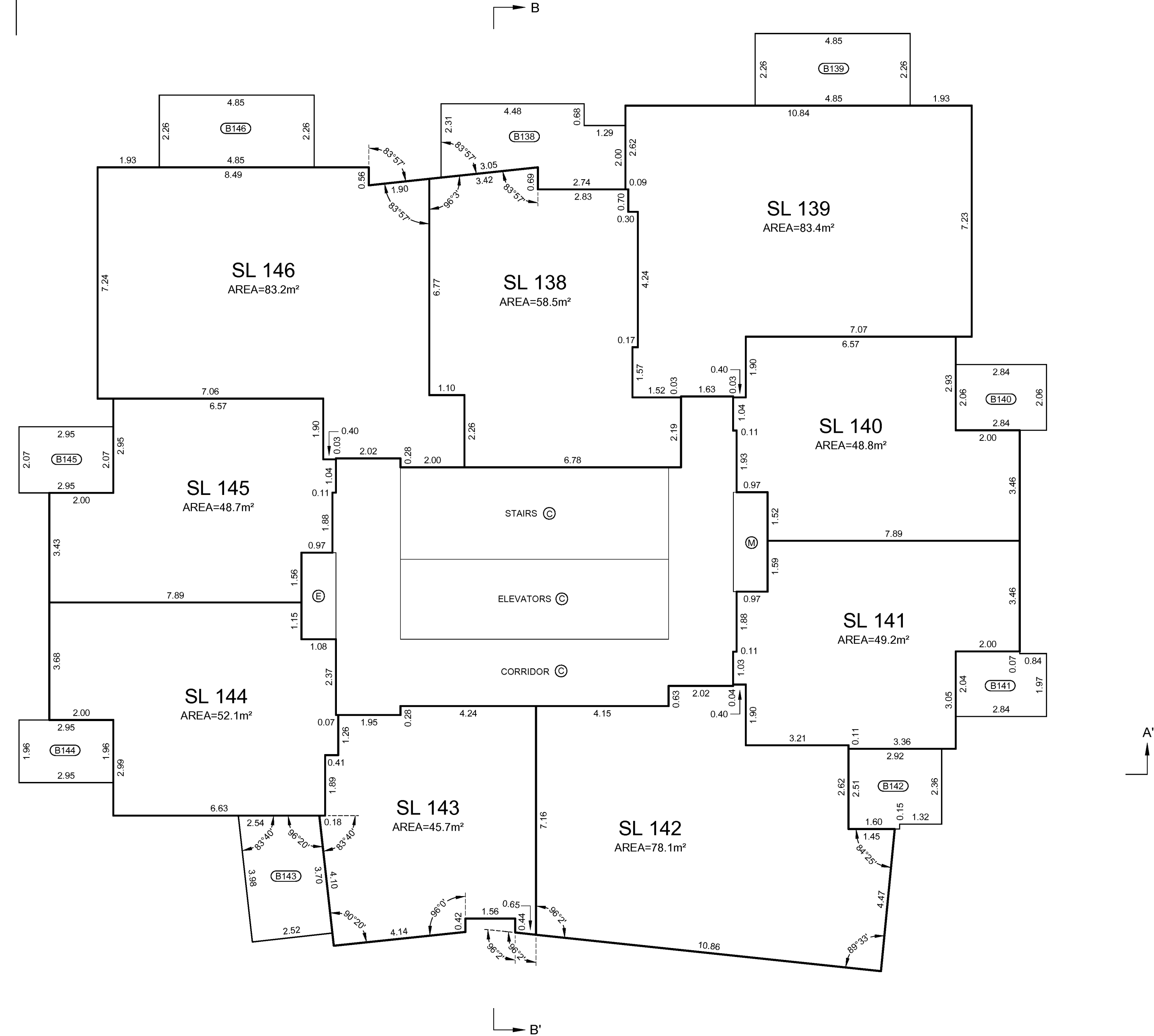
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NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

LEVEL 19 FLOOR PLAN

SHEET 28 OF 45 SHEETS

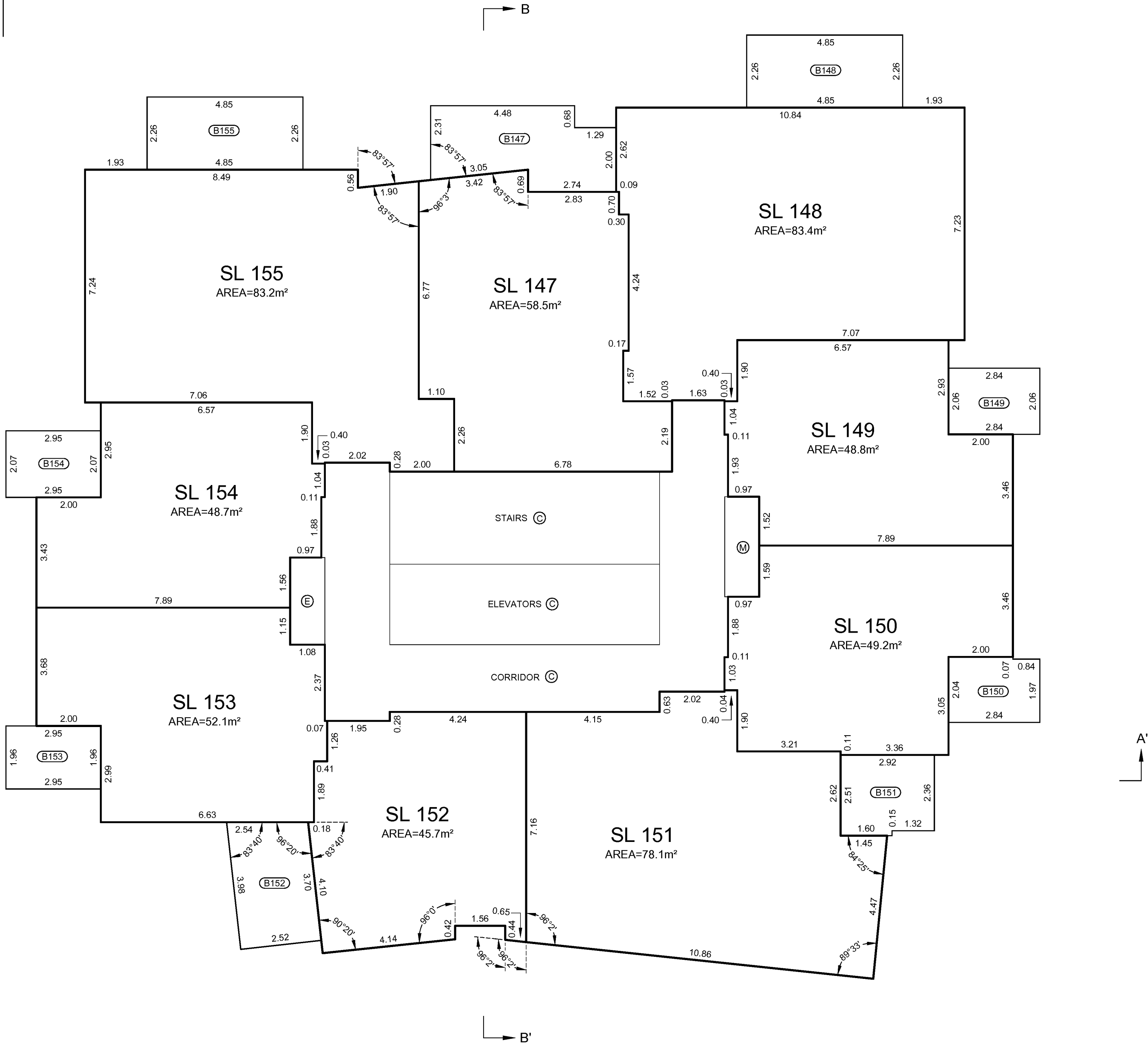
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LEVEL 20 FLOOR PLAN

SHEET 29 OF 45 SHEETS

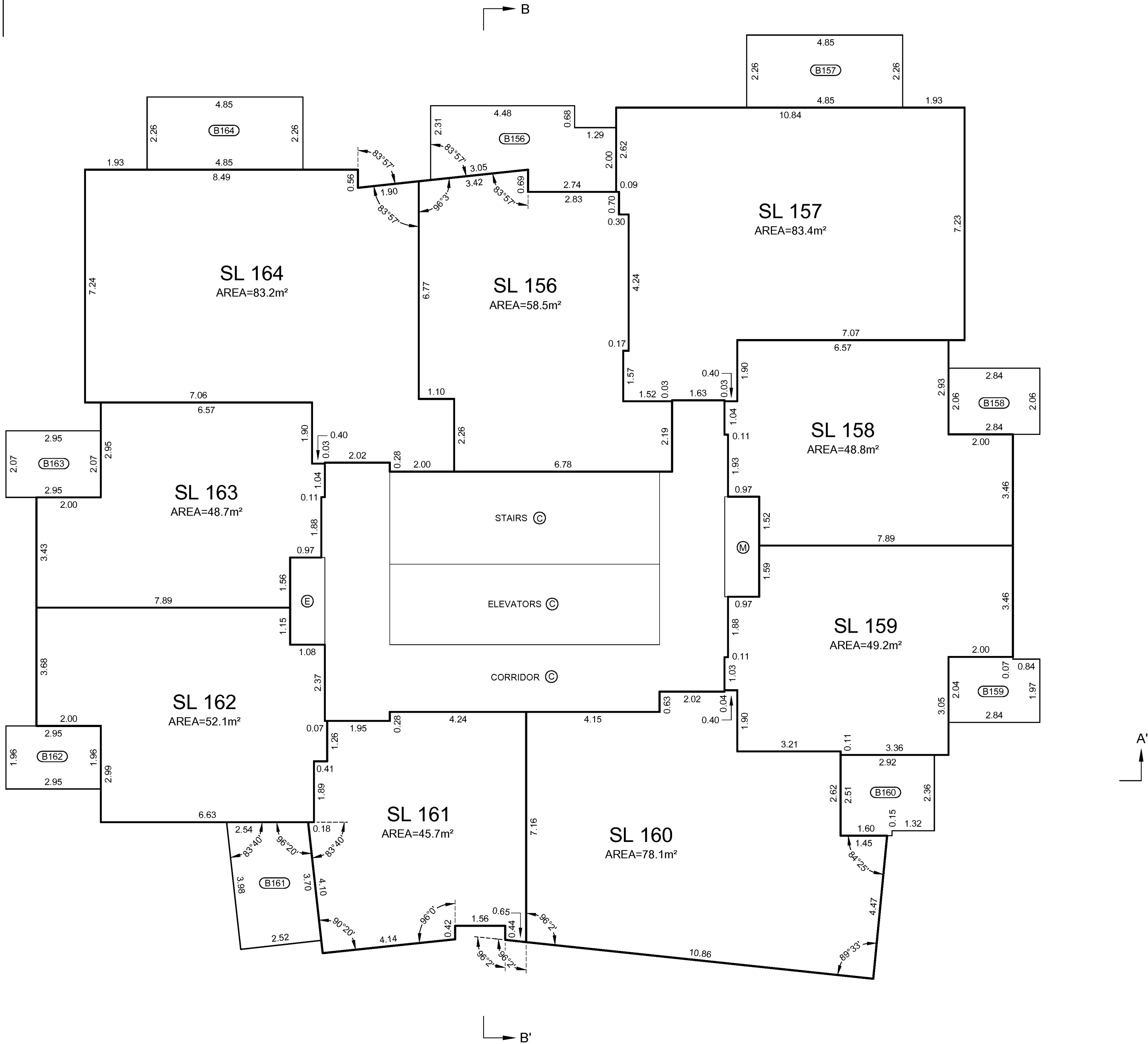
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LEVEL 21 FLOOR PLAN

SHEET 30 OF 45 SHEETS

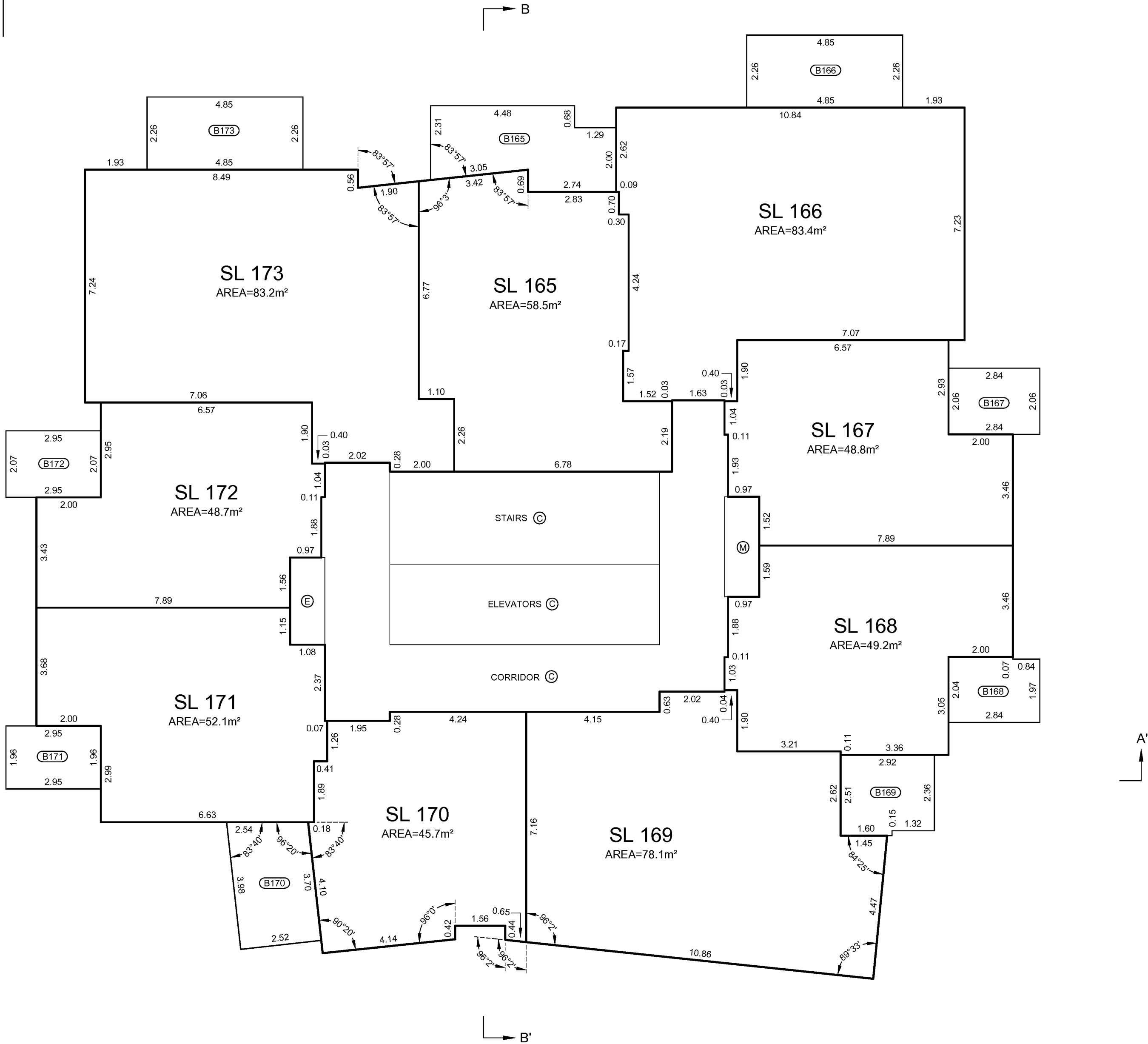
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NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

LEVEL 22 FLOOR PLAN

SHEET 31 OF 45 SHEETS

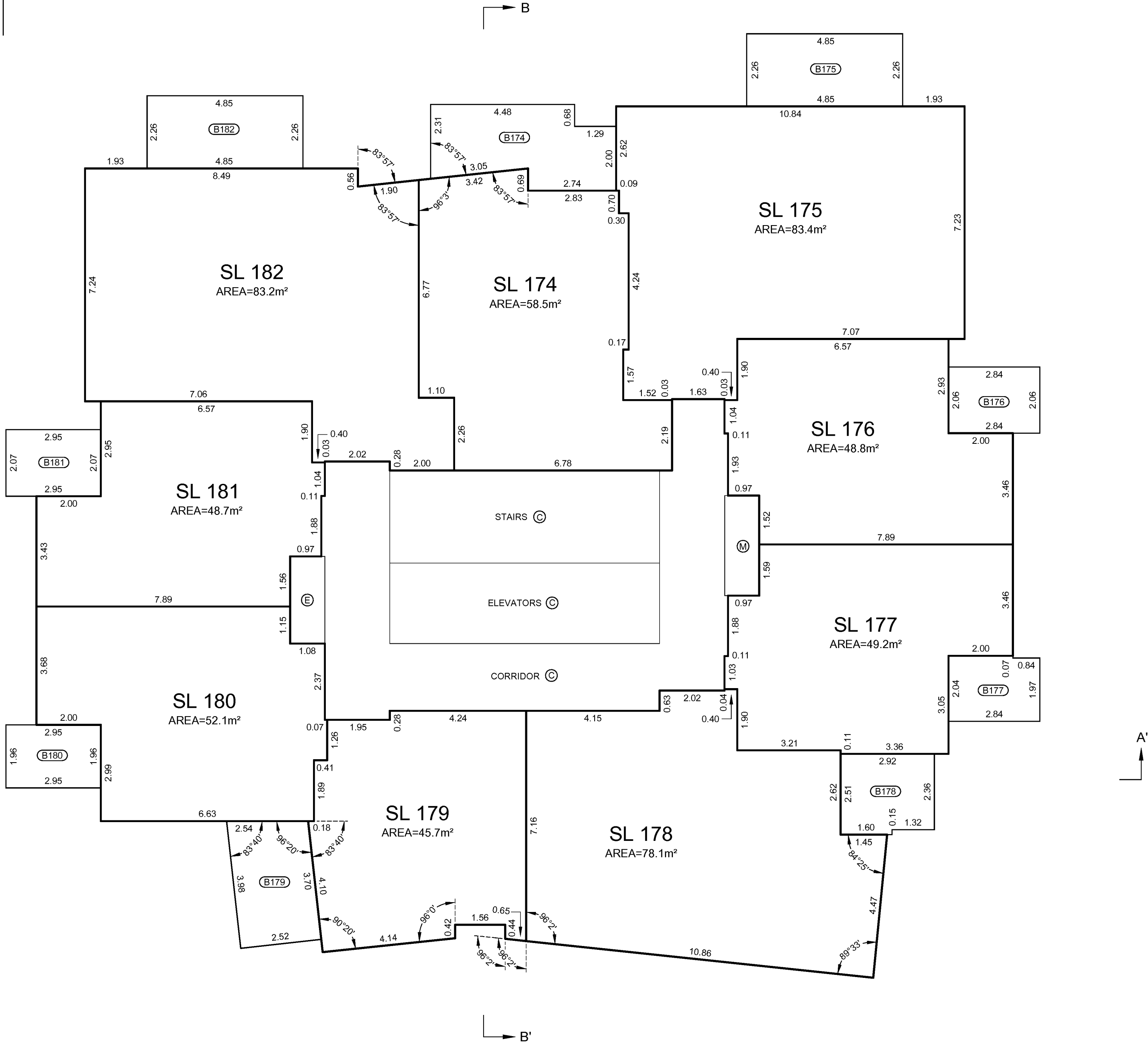
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30TH DAY OF JULY, 2025.

SHEET 32 OF 45 SHEETS

STRATA PLAN EPS11556

$\vec{L}$ $\vec{B}$

LEVEL 24 FLOOR PLAN

SHEET 33 OF 45 SHEETS

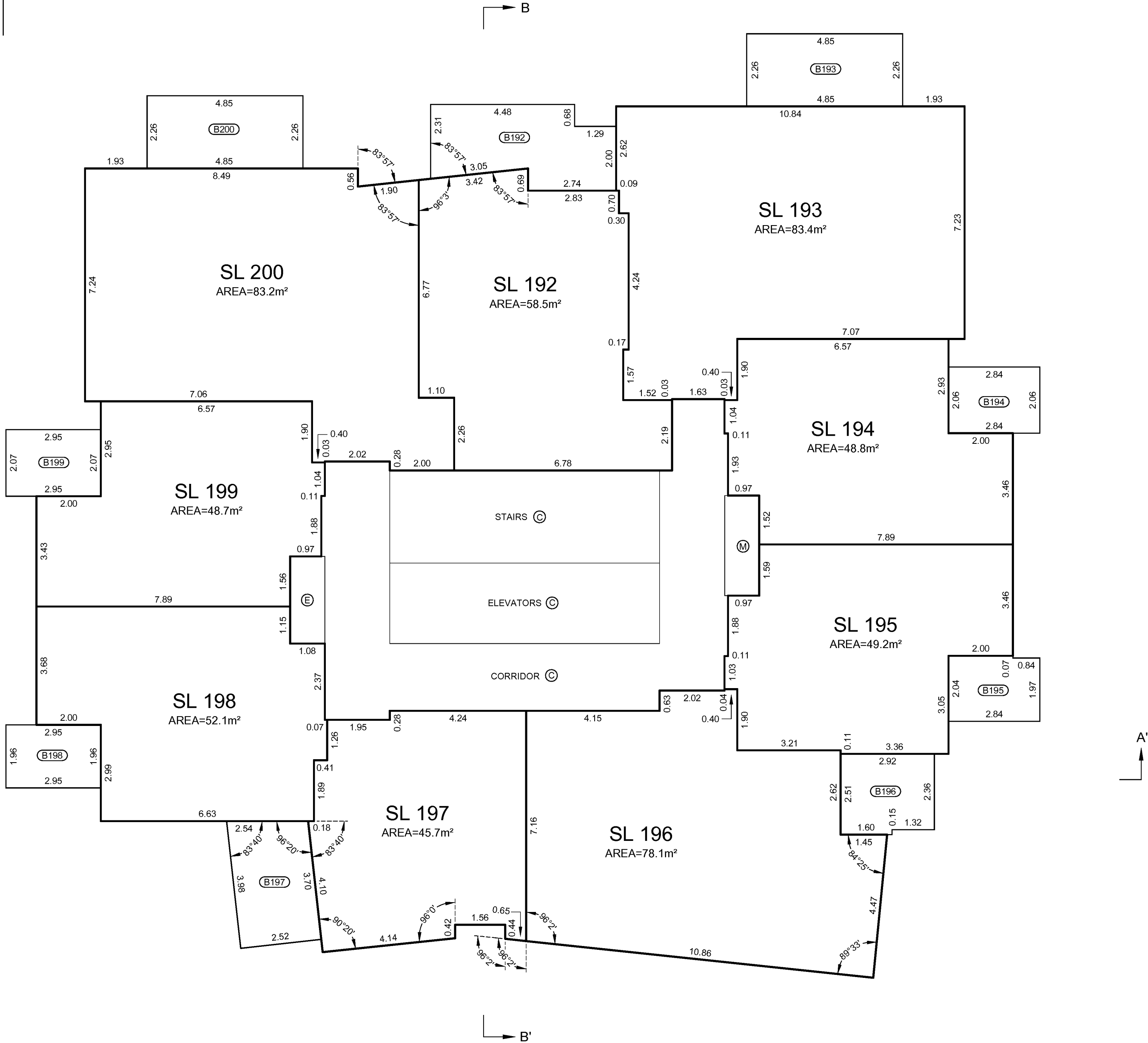
STRATA PLAN EPS11556

1 0 1 2 5

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

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

ALL ANGLES ARE 45° OR 90° AND MULTIPLES THEREOF, UNLESS OTHERWISE NOTED.



SEE SHEET 1 FOR STRATA LOT BOUNDARY DEFINITION.

CROSS SECTION ARROWS ON THIS PLAN POINT IN THE DIRECTION OF VIEW.

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TEL 604-980-4868
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NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

LEVEL 25 FLOOR PLAN

SHEET 34 OF 45 SHEETS

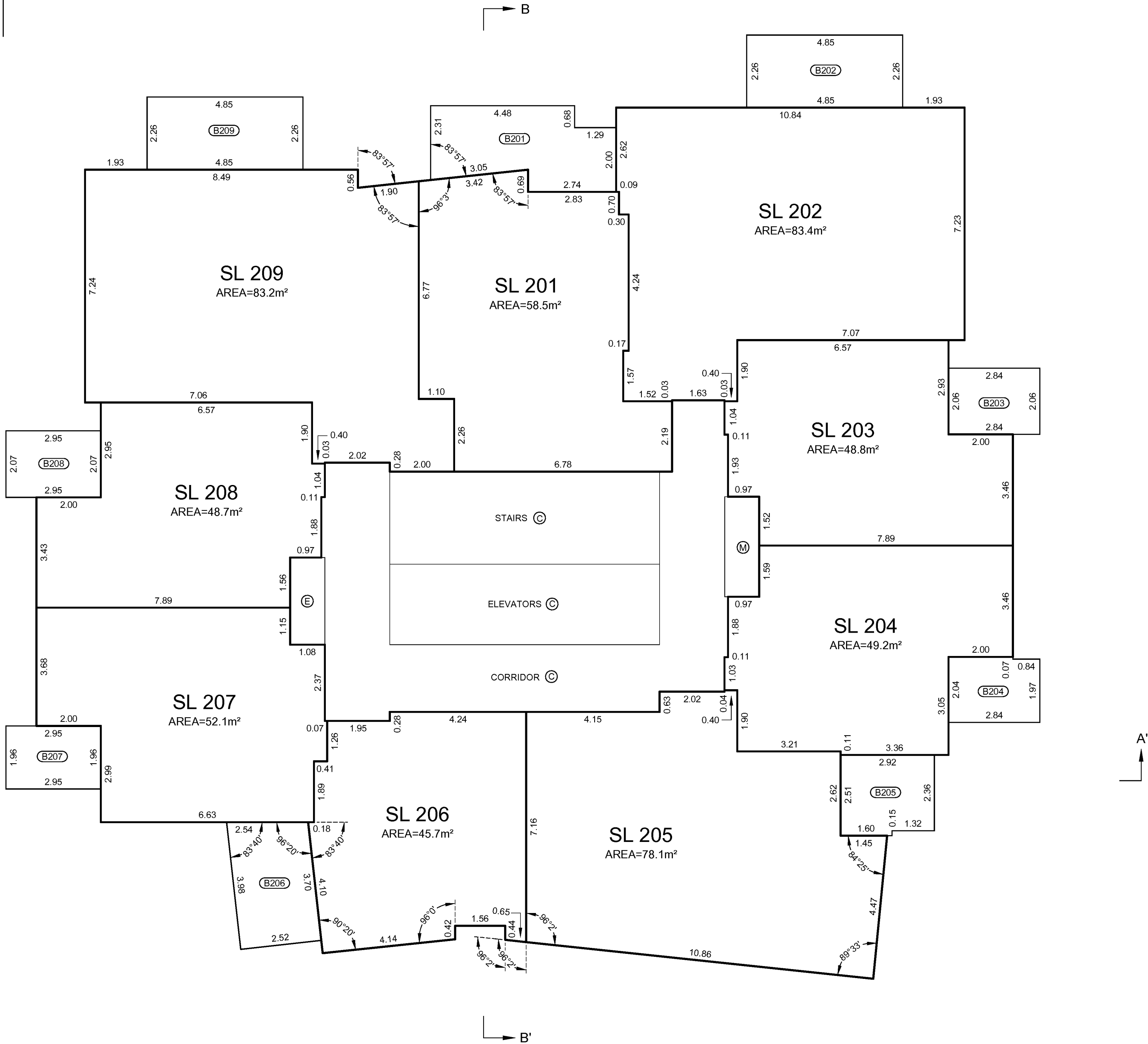
STRATA PLAN EPS11556

1 0 1 2 5

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SEE SHEET 1 FOR STRATA LOT BOUNDARY DEFINITION.

CROSS SECTION ARROWS ON THIS PLAN POINT IN THE DIRECTION OF VIEW.

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NAZANIN BOOKANI, BCLS #1042

30TH DAY OF JULY, 2025.

LEVEL 26 FLOOR PLAN

SHEET 35 OF 45 SHEETS

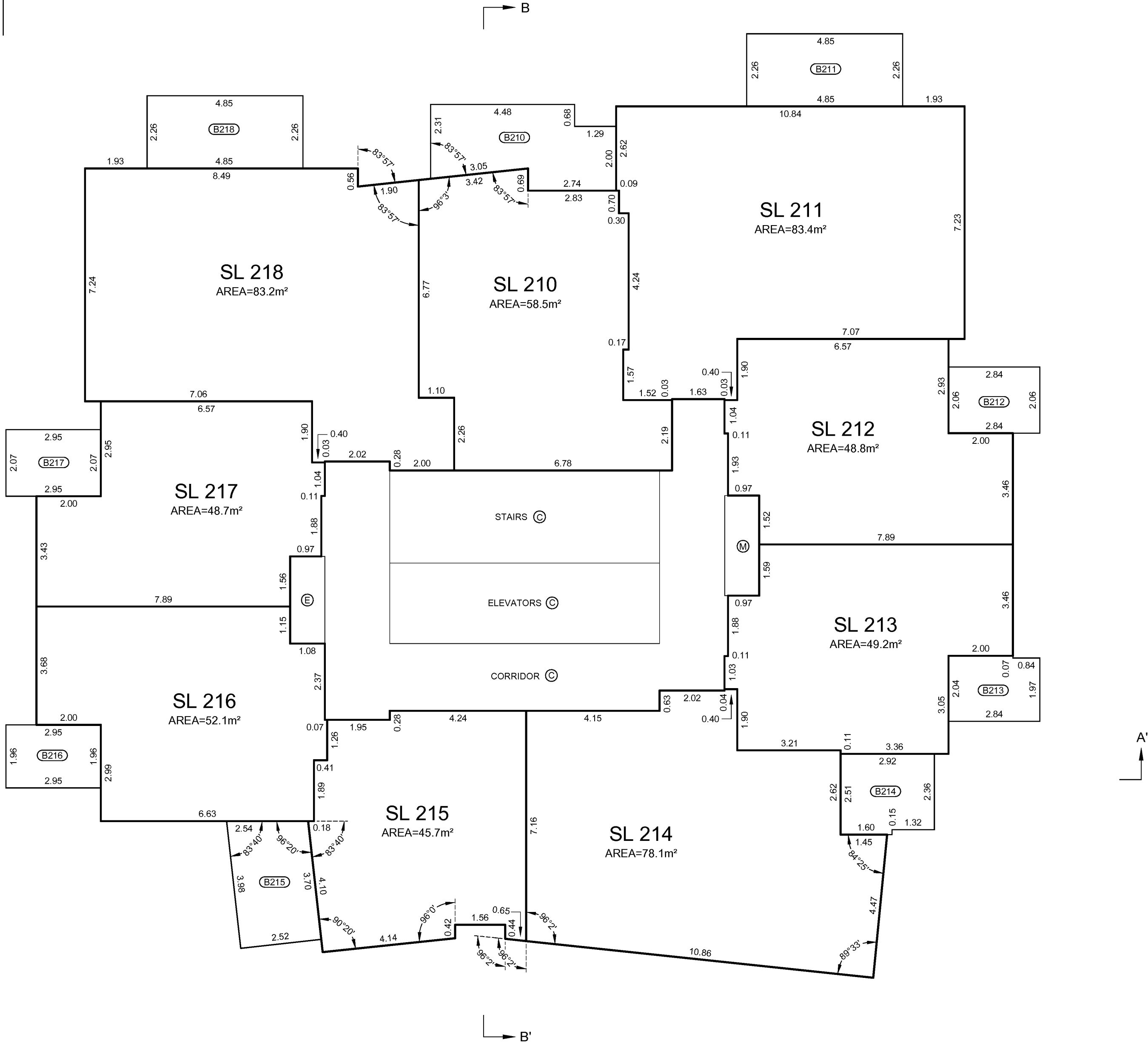
STRATA PLAN EPS11556

1 0 1 2 5

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SEE SHEET 1 FOR STRATA LOT BOUNDARY DEFINITION.

CROSS SECTION ARROWS ON THIS PLAN POINT IN THE DIRECTION OF VIEW.

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NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

LEVEL 27 FLOOR PLAN

SHEET 36 OF 45 SHEETS

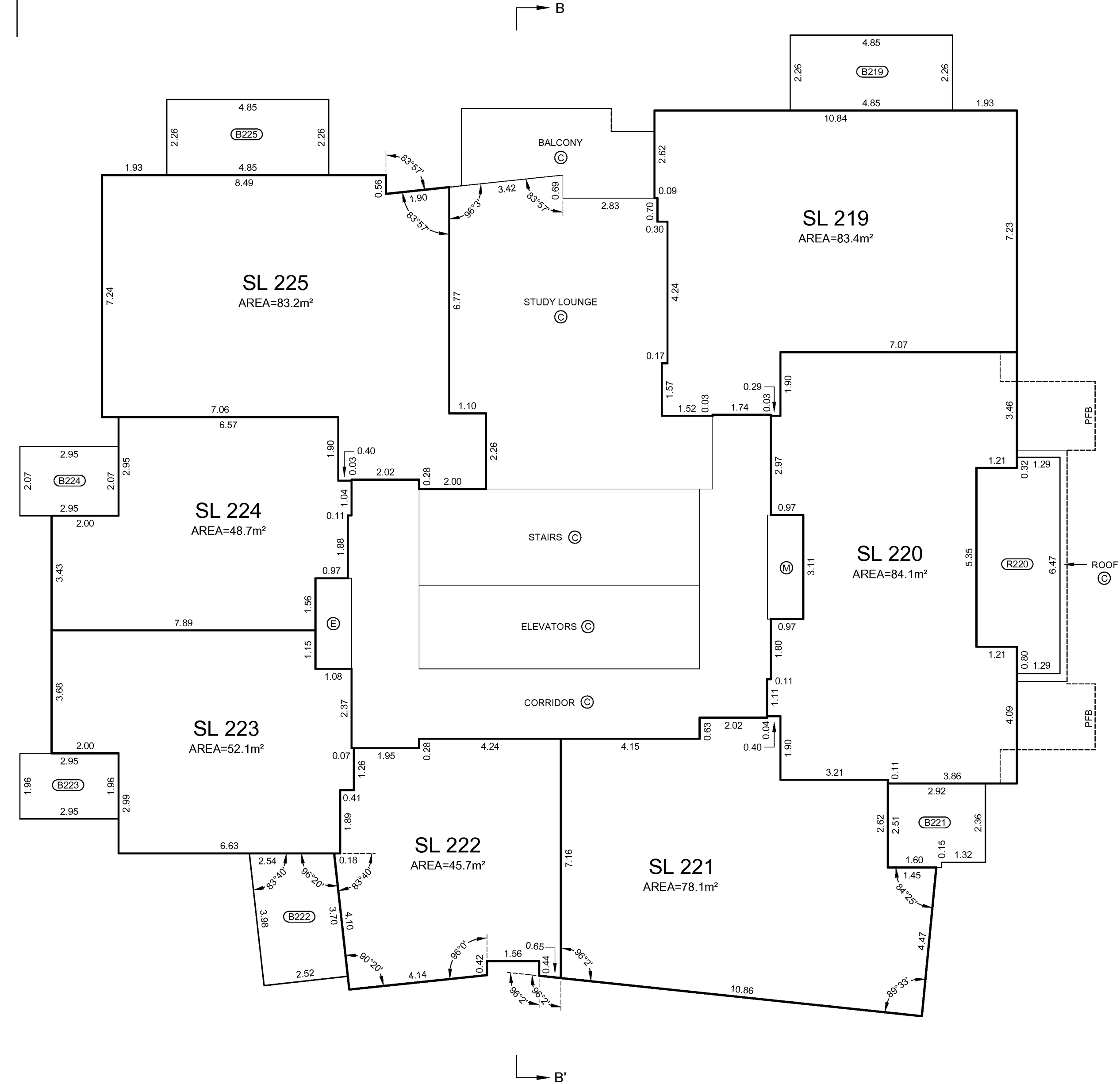
STRATA PLAN EPS11556

1 0 1 2 5

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

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

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SEE SHEET 1 FOR STRATA LOT BOUNDARY DEFINITION.

CROSS SECTION ARROWS ON THIS PLAN POINT IN THE DIRECTION OF VIEW.

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NAZANIN BOOKANI, BCLS #1042

30TH DAY OF JULY, 2025.

LEVEL 28 FLOOR PLAN

SHEET 37 OF 45 SHEETS

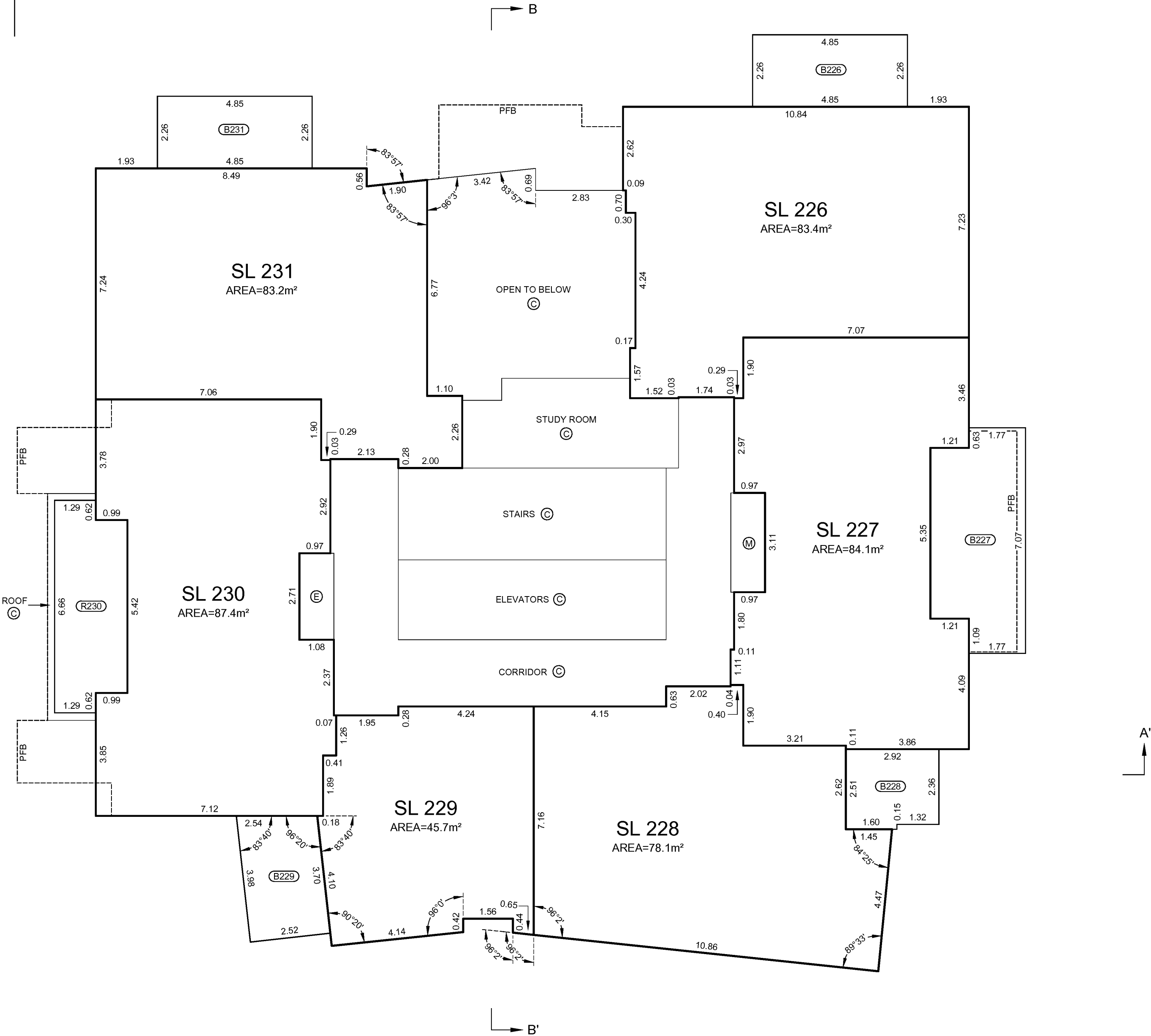
STRATA PLAN EPS11556

1 0 1 2 5

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

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

ALL ANGLES ARE 45° OR 90° AND MULTIPLES THEREOF, UNLESS OTHERWISE NOTED.



SEE SHEET 1 FOR STRATA LOT BOUNDARY DEFINITION.

CROSS SECTION ARROWS ON THIS PLAN POINT IN THE DIRECTION OF VIEW.

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NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

SHEET 38 OF 45 SHEETS

STRATA PLAN EPS11556

→ E

LEVEL 30 FLOOR PLAN

SHEET 39 OF 45 SHEETS

STRATA PLAN EPS11556

1 0 1 2 5

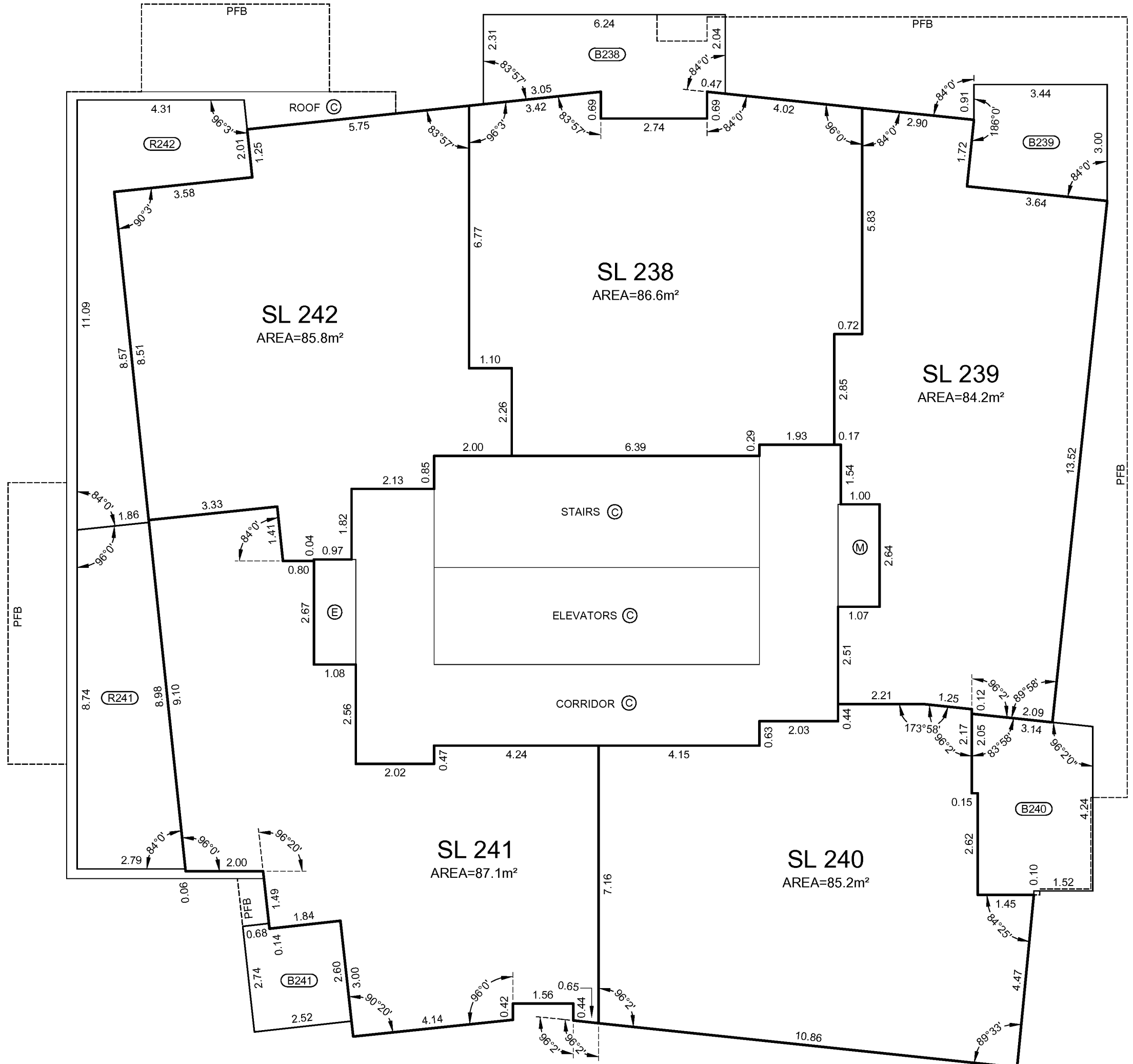
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

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

ALL ANGLES ARE 45° OR 90° AND MULTIPLES THEREOF, UNLESS OTHERWISE NOTED.



B



A

A'

B'

SEE SHEET 1 FOR STRATA LOT BOUNDARY DEFINITION.

CROSS SECTION ARROWS ON THIS PLAN POINT IN THE DIRECTION OF VIEW.

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NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

LEVEL 31 FLOOR PLAN

SHEET 40 OF 45 SHEETS

STRATA PLAN EPS11556

1 0 1 2 5

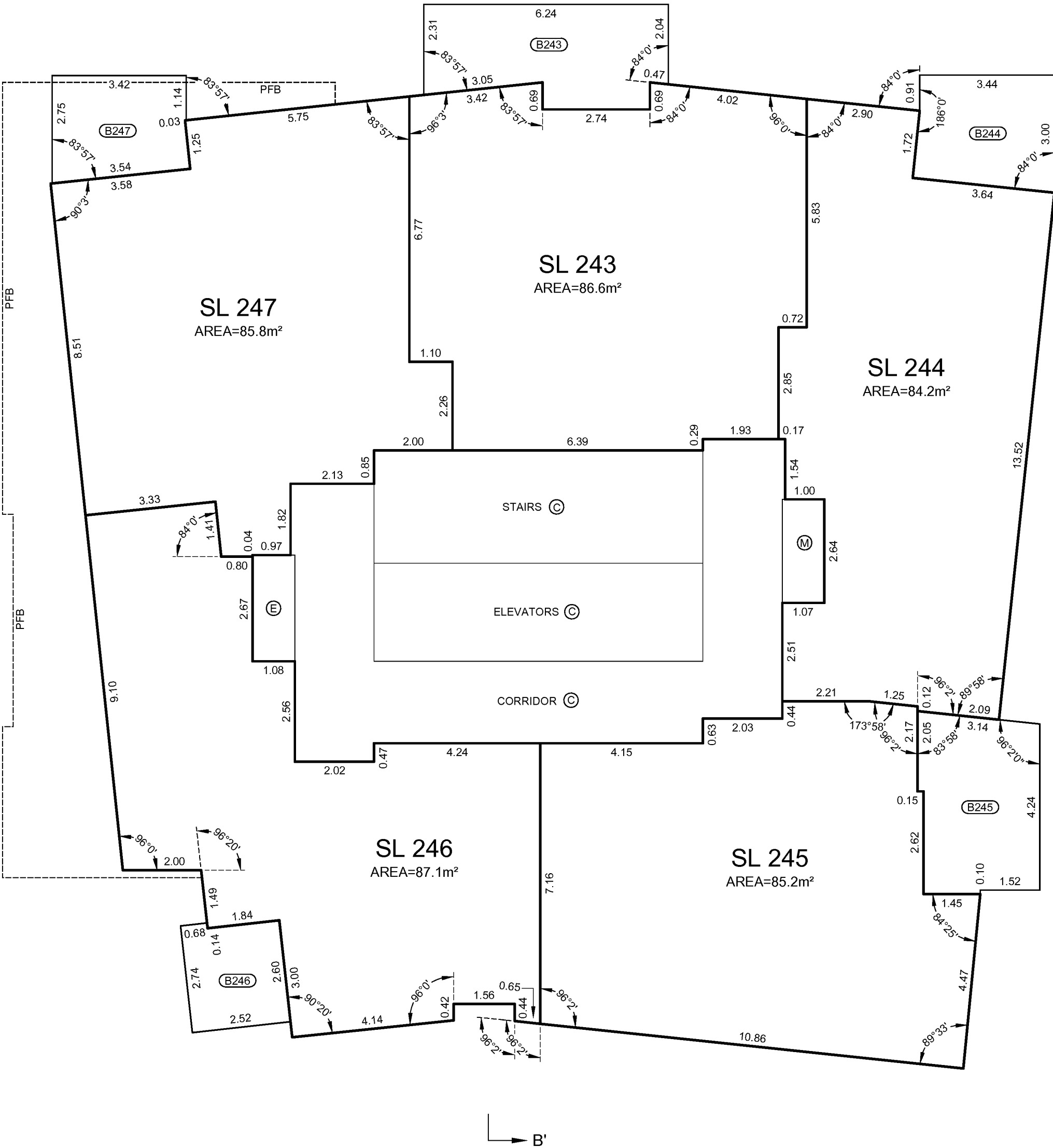
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

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

ALL ANGLES ARE 45° OR 90° AND MULTIPLES THEREOF, UNLESS OTHERWISE NOTED.



B



SEE SHEET 1 FOR STRATA LOT
BOUNDARY DEFINITION.

CROSS SECTION ARROWS ON THIS
PLAN POINT IN THE DIRECTION OF VIEW.

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NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

ROOF LEVEL FLOOR PLAN

SHEET 41 OF 45 SHEETS

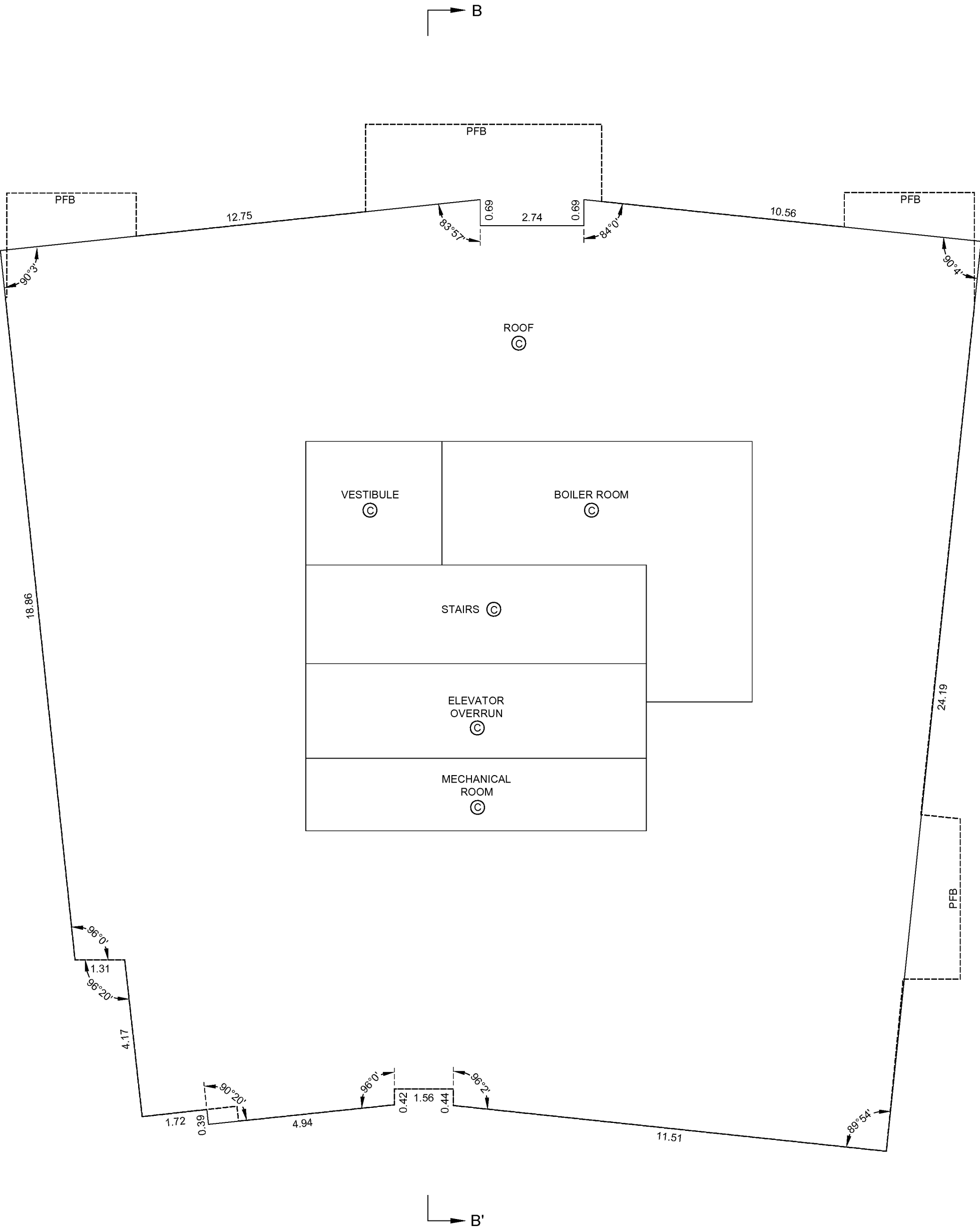
STRATA PLAN EPS11556

1 0 1 2 5

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

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

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CROSS SECTION ARROWS ON THIS PLAN POINT IN THE DIRECTION OF VIEW.

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NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

MACHINE ROOM LEVEL FLOOR PLAN

SHEET 42 OF 45 SHEETS

STRATA PLAN EPS11556

1 0 1 2 5

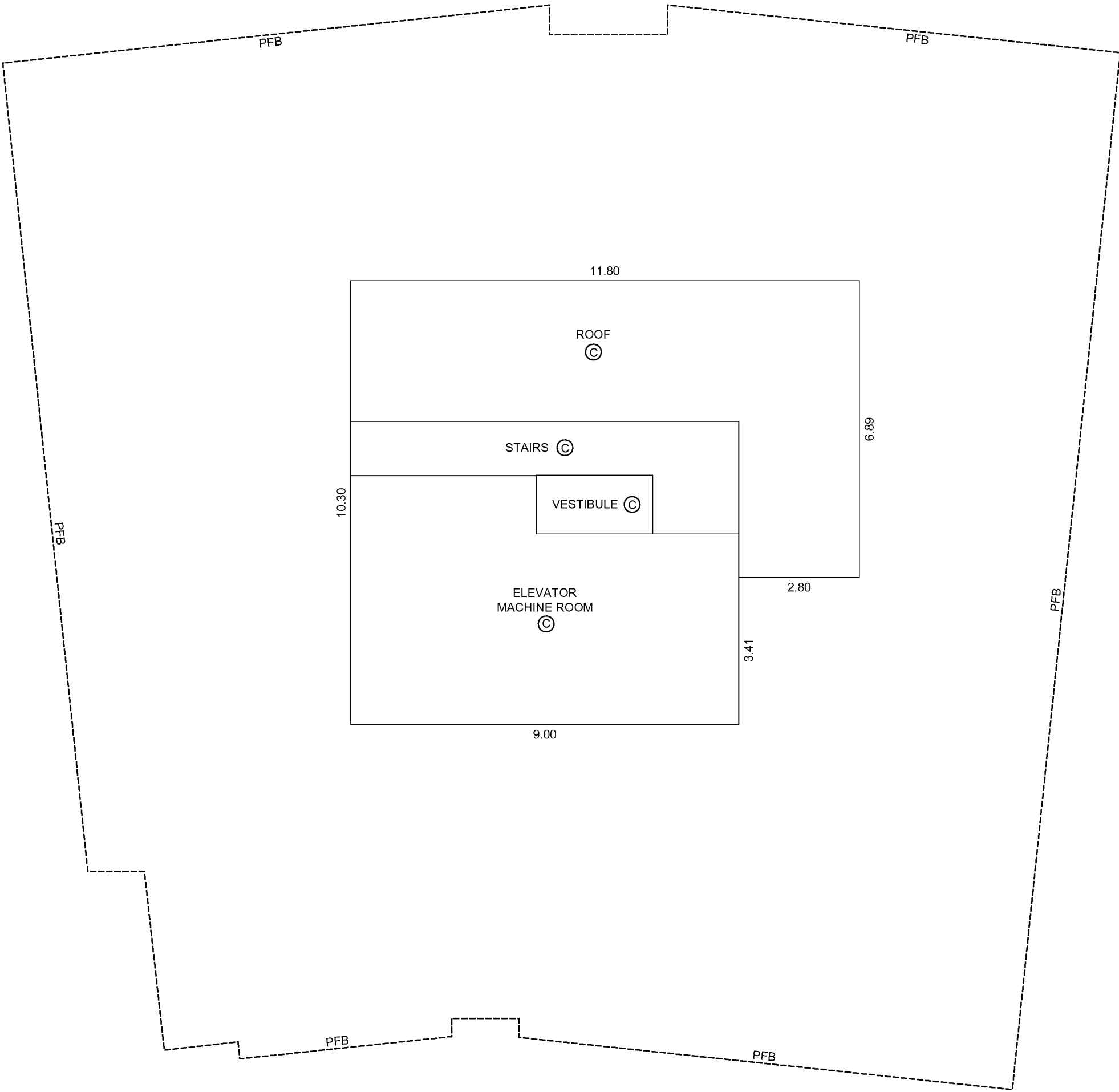
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

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

ALL ANGLES ARE 45° OR 90° AND MULTIPLES THEREOF, UNLESS OTHERWISE NOTED.



B



CROSS SECTION ARROWS ON THIS PLAN POINT IN THE DIRECTION OF VIEW.

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NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

UPPER ROOF LEVEL FLOOR PLAN

SHEET 43 OF 45 SHEETS

STRATA PLAN EPS11556



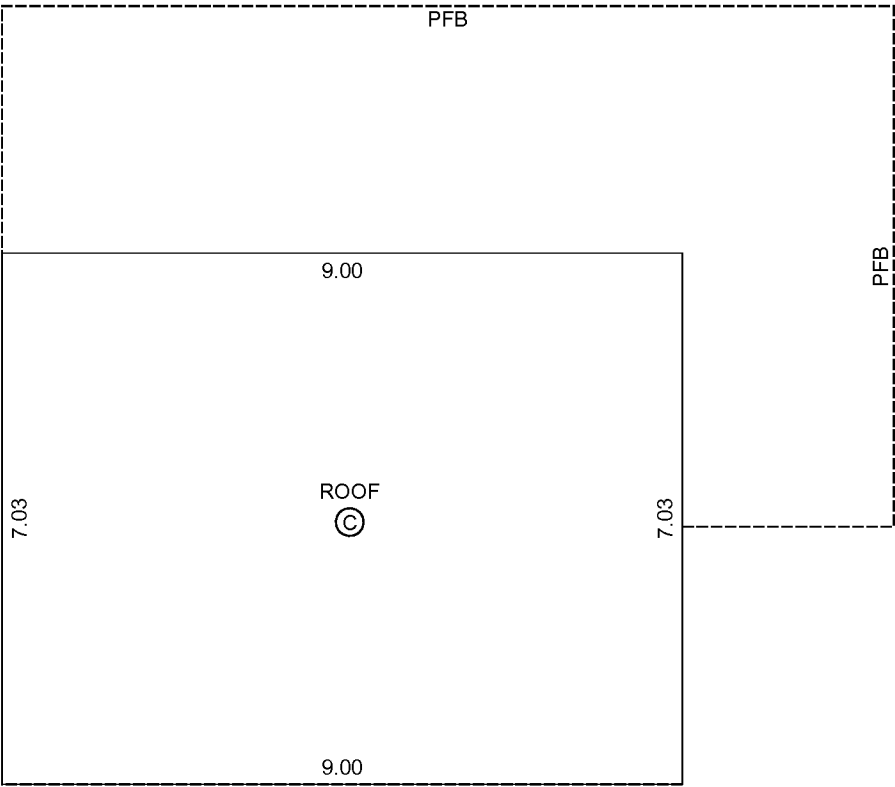
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

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

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B



A

A'

B'

CROSS SECTION ARROWS ON THIS PLAN POINT IN THE DIRECTION OF VIEW.

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NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

CROSS SECTION A - A'

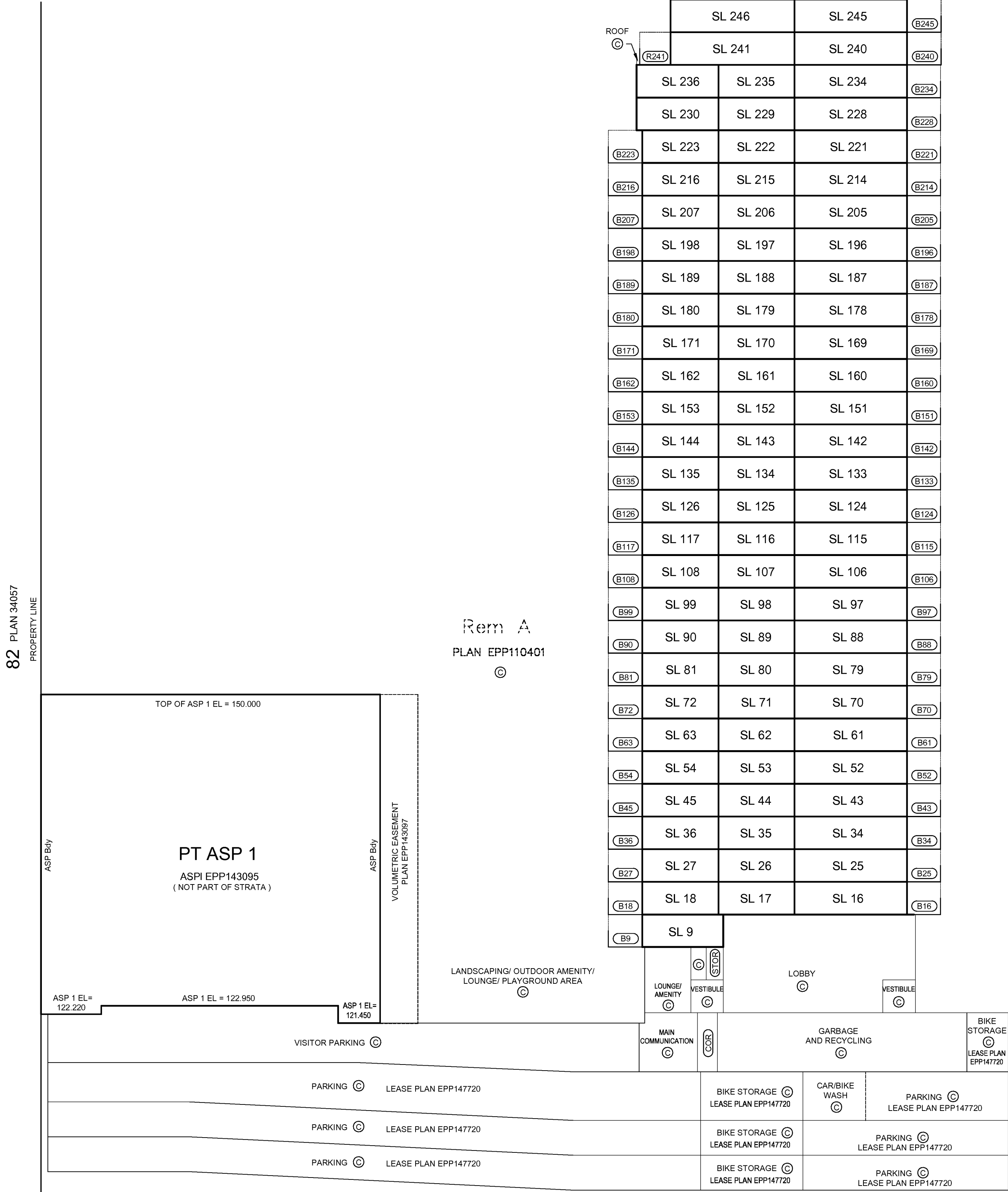
SHEET 44 OF 45 SHEETS

STRATA PLAN EPS11556

5 0 5 10

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

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



SEE SHEET 1 FOR VERTICAL EXTENTS OF LCP.

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Rem A
PLAN EPP110401

NAZANIN BOOKANI, BCLS #1042
30TH DAY OF JULY, 2025.

EXHIBIT B
FILED SCHEDULE OF UNIT ENTITLEMENT (FORM V)

See attached.



Strata Property Act Filing

NEW WESTMINSTER LAND TITLE OFFICE
SEP 09 2025 11:27:29.006
CB2327473

1. Contact

Document Fees: \$33.01

Dentons Canada LLP
Barristers and Solicitors
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8
6046874460

File No. 583678-1/EF/JI
Qualex-Landmark Orchard Limited Partnership - Artesia
Strata Property Act Filing - Form V Schedule of Unit Entitlement

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

Application Type

LTO Document Reference

Form-V Schedule of Unit Entitlement

3. Description of Land

PID/Plan Number

Legal Description

EPS11556

STRATA PLAN EPS11556

Electronic Signature

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

Emmanuel Fung
E6EEKG

Digitally signed by
Emmanuel Fung E6EEKG
Date: 2025-09-09
09:41:02 -07:00

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

Re: Strata Plan EPS11556, being a strata plan of LOT A, DISTRICT LOT 34,
GROUP 1, NEW WESTMINSTER DISTRICT, PLAN EPP110401,
EXCEPT AIR SPACE PLAN EPP143095.

PID: 031-519-563

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

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

Certificate of British Columbia Land Surveyor

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

Date: **August 7th, 2025.**

Nazanin
Abdolghaderibookani --
BCLS - ABCLS
ani -- BCLS - ABCLS
Digitally signed by Nazanin
Abdolghaderibookani --
BCLS - ABCLS
Date: 2025.08.07 21:54:02
-07'00'

Signature**OR**

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

OR

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

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement**
1	10, 11	112.4	112	0.71%
2	10, 11	109.9	110	0.70%
3	11	58.7	59	0.38%
4	11	55.9	56	0.36%
5	11	83.2	83	0.53%
6	12	58.5	59	0.38%
7	12	83.4	83	0.53%
8	12	87.0	87	0.55%
9	12	52.8	53	0.34%
10	12	48.7	49	0.31%
11	12	83.2	83	0.53%
12	13	58.5	59	0.38%
13	13	83.4	83	0.53%
14	13	48.8	49	0.31%
15	13	49.2	49	0.31%
16	13	78.1	78	0.50%
17	13	45.7	46	0.29%
18	13	52.1	52	0.33%
19	13	48.7	49	0.31%
20	13	83.2	83	0.53%
21	14	58.5	59	0.38%
22	14	83.4	83	0.53%
23	14	48.8	49	0.31%
24	14	49.2	49	0.31%
25	14	78.1	78	0.50%
26	14	45.7	46	0.29%
27	14	52.1	52	0.33%
28	14	48.7	49	0.31%
29	14	83.2	83	0.53%
30	15	58.5	59	0.38%

31	15	83.4	83	0.53%
32	15	48.8	49	0.31%
33	15	49.2	49	0.31%
34	15	78.1	78	0.50%
35	15	45.7	46	0.29%
36	15	52.1	52	0.33%
37	15	48.7	49	0.31%
38	15	83.2	83	0.53%
39	16	58.5	59	0.38%
40	16	83.4	83	0.53%
41	16	48.8	49	0.31%
42	16	49.2	49	0.31%
43	16	78.1	78	0.50%
44	16	45.7	46	0.29%
45	16	52.1	52	0.33%
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47	16	83.2	83	0.53%
48	17	58.5	59	0.38%
49	17	83.4	83	0.53%
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58	18	83.4	83	0.53%
59	18	48.8	49	0.31%
60	18	49.2	49	0.31%
61	18	78.1	78	0.50%

62	18	45.7	46	0.29%
63	18	52.1	52	0.33%
64	18	48.7	49	0.31%
65	18	83.2	83	0.53%
66	19	58.5	59	0.38%
67	19	83.4	83	0.53%
68	19	48.8	49	0.31%
69	19	49.2	49	0.31%
70	19	78.1	78	0.50%
71	19	45.7	46	0.29%
72	19	52.1	52	0.33%
73	19	48.7	49	0.31%
74	19	83.2	83	0.53%
75	20	58.5	59	0.38%
76	20	83.4	83	0.53%
77	20	48.8	49	0.31%
78	20	49.2	49	0.31%
79	20	78.1	78	0.50%
80	20	45.7	46	0.29%
81	20	52.1	52	0.33%
82	20	48.7	49	0.31%
83	20	83.2	83	0.53%
84	21	58.5	59	0.38%
85	21	83.4	83	0.53%
86	21	48.8	49	0.31%
87	21	49.2	49	0.31%
88	21	78.1	78	0.50%
89	21	45.7	46	0.29%
90	21	52.1	52	0.33%
91	21	48.7	49	0.31%
92	21	83.2	83	0.53%

93	22	58.5	59	0.38%
94	22	83.4	83	0.53%
95	22	48.8	49	0.31%
96	22	49.2	49	0.31%
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99	22	52.1	52	0.33%
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101	22	83.2	83	0.53%
102	23	58.5	59	0.38%
103	23	83.4	83	0.53%
104	23	48.8	49	0.31%
105	23	49.2	49	0.31%
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108	23	52.1	52	0.33%
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112	24	83.4	83	0.53%
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114	24	49.2	49	0.31%
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121	25	83.4	83	0.53%
122	25	48.8	49	0.31%
123	25	49.2	49	0.31%

124	25	78.1	78	0.50%
125	25	45.7	46	0.29%
126	25	52.1	52	0.33%
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132	26	49.2	49	0.31%
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135	26	52.1	52	0.33%
136	26	48.7	49	0.31%
137	26	83.2	83	0.53%
138	27	58.5	59	0.38%
139	27	83.4	83	0.53%
140	27	48.8	49	0.31%
141	27	49.2	49	0.31%
142	27	78.1	78	0.50%
143	27	45.7	46	0.29%
144	27	52.1	52	0.33%
145	27	48.7	49	0.31%
146	27	83.2	83	0.53%
147	28	58.5	59	0.38%
148	28	83.4	83	0.53%
149	28	48.8	49	0.31%
150	28	49.2	49	0.31%
151	28	78.1	78	0.50%
152	28	45.7	46	0.29%
153	28	52.1	52	0.33%
154	28	48.7	49	0.31%

155	28	83.2	83	0.53%
156	29	58.5	59	0.38%
157	29	83.4	83	0.53%
158	29	48.8	49	0.31%
159	29	49.2	49	0.31%
160	29	78.1	78	0.50%
161	29	45.7	46	0.29%
162	29	52.1	52	0.33%
163	29	48.7	49	0.31%
164	29	83.2	83	0.53%
165	30	58.5	59	0.38%
166	30	83.4	83	0.53%
167	30	48.8	49	0.31%
168	30	49.2	49	0.31%
169	30	78.1	78	0.50%
170	30	45.7	46	0.29%
171	30	52.1	52	0.33%
172	30	48.7	49	0.31%
173	30	83.2	83	0.53%
174	31	58.5	59	0.38%
175	31	83.4	83	0.53%
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177	31	49.2	49	0.31%
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180	31	52.1	52	0.33%
181	31	48.7	49	0.31%
182	31	83.2	83	0.53%
183	32	58.5	59	0.38%
184	32	83.4	83	0.53%
185	32	48.8	49	0.31%

186	32	49.2	49	0.31%
187	32	78.1	78	0.50%
188	32	45.7	46	0.29%
189	32	52.1	52	0.33%
190	32	48.7	49	0.31%
191	32	83.2	83	0.53%
192	33	58.5	59	0.38%
193	33	83.4	83	0.53%
194	33	48.8	49	0.31%
195	33	49.2	49	0.31%
196	33	78.1	78	0.50%
197	33	45.7	46	0.29%
198	33	52.1	52	0.33%
199	33	48.7	49	0.31%
200	33	83.2	83	0.53%
201	34	58.5	59	0.38%
202	34	83.4	83	0.53%
203	34	48.8	49	0.31%
204	34	49.2	49	0.31%
205	34	78.1	78	0.50%
206	34	45.7	46	0.29%
207	34	52.1	52	0.33%
208	34	48.7	49	0.31%
209	34	83.2	83	0.53%
210	35	58.5	59	0.38%
211	35	83.4	83	0.53%
212	35	48.8	49	0.31%
213	35	49.2	49	0.31%
214	35	78.1	78	0.50%
215	35	45.7	46	0.29%
216	35	52.1	52	0.33%

217	35	48.7	49	0.31%
218	35	83.2	83	0.53%
219	36	83.4	83	0.53%
220	36	84.1	84	0.53%
221	36	78.1	78	0.50%
222	36	45.7	46	0.29%
223	36	52.1	52	0.33%
224	36	48.7	49	0.31%
225	36	83.2	83	0.53%
226	37	83.4	83	0.53%
227	37	84.1	84	0.53%
228	37	78.1	78	0.50%
229	37	45.7	46	0.29%
230	37	87.4	87	0.55%
231	37	83.2	83	0.53%
232	38	86.6	87	0.55%
233	38	84.2	84	0.53%
234	38	85.2	85	0.54%
235	38	45.7	46	0.29%
236	38	87.4	87	0.55%
237	38	83.2	83	0.53%
238	39	86.6	87	0.55%
239	39	84.2	84	0.53%
240	39	85.2	85	0.54%
241	39	87.1	87	0.55%
242	39	85.8	86	0.55%
243	40	86.6	87	0.55%
244	40	84.2	84	0.53%
245	40	85.2	85	0.54%
246	40	87.1	87	0.55%
247	40	85.8	86	0.55%

Total number of lots: 247	Total unit entitlement: 15704
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- * expression of percentage is for informational purposes only and has no legal effect
** not required for a phase of a phased strata plan

Date: September 9, 2025
[month, day, year].



Signature of Owner Developer
QUALEX-LANDMARK ORCHARD HOLDINGS LTD.

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

Am. (B.C. Reg. 203/2003).

EXHIBIT C
FILED OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS (FORM Y)

See attached.



Strata Property Act Filing

NEW WESTMINSTER LAND TITLE OFFICE
SEP 09 2025 11:27:29.008
CB2327475

1. Contact

Document Fees: \$33.01

Dentons Canada LLP
Barristers and Solicitors
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8
6046874460

File No. 583678-1/EF/JI
Qualex-Landmark Orchard Limited Partnership - Artesia
Strata Property Act Filing - Form Y Owners Developers' Notice of Different Bylaws

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

Application Type

LTO Document Reference

Form-Y Owners Developers' Notice of Different Bylaws

3. Description of Land

PID/Plan Number

Legal Description

EPS11556

STRATA PLAN EPS11556

Electronic Signature

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

Emmanuel Fung
E6EEKG

Digitally signed by
Emmanuel Fung E6EEKG
Date: 2025-09-09
09:35:04 -07:00

ARTESIA*Strata Property Act*
FORM Y**OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS**
[Section 245(d), Regulations section 14.6(2)]

Re: Strata Plan EPS11556, being a Strata Plan of Strata Lots 1 to 247 inclusive of the property legally described as:

Parcel Identifier: 031-519-563

Lot A District Lot 34 Group 1 New Westminster District Plan EPP110401 Except Air Space
Plan EPP143095

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

1. In these Bylaws:
 - (a) **“development”** means the residential development known as “Artesia” located at 5685 Halley Avenue in Burnaby, British Columbia; and
 - (b) **“project”** refers to the overall project comprised of the development and a separate rental component known as “Marion’s Place”;
2. Amend Bylaw 2 by adding subsections (3) – (8) as follows:
 - (3) If an owner who has the use of limited common property fails to repair and maintain it as required under subsection (2) within 10 days of receiving a notice from the strata corporation or the strata council or property manager on behalf of the strata corporation setting out the particulars of the repair or maintenance required, the strata corporation may, but shall not be obligated to, retain such workers, contractors, subcontractors or other persons to perform such maintenance or repair work and any costs incurred by the strata corporation in retaining such workers, contractors, subcontractors or other persons for the performance of such maintenance or repair work shall constitute a debt of the owner to the strata corporation and shall be paid by such owner within five days of demand therefor by the strata corporation or by the strata council or property manager on behalf of the strata corporation.
 - (4) If an owner who has the use of limited property fails to maintain any landscaping including plants, foliage, trees and shrubs located thereon in a clean, tidy and healthy condition the provisions of this Bylaw 2 shall apply including those set out in subsection 3 above.
 - (5) An owner shall keep clear from snow, ice, slush and debris any common property designated as limited common property for the exclusive use of his or her strata lot, and in particular, any drain located on such common property, and if the owner fails to do so, the provisions of this Bylaw 2 shall apply including those set out in subsection 3 above.

- (6) All reasonable costs incurred by the strata corporation to remedy a contravention of a Bylaw will be charged by the strata corporation to the owner, tenant or occupant responsible for such contravention. Payment of such costs shall be on a full indemnity basis and must be paid by the responsible owner, tenant or occupant within 30 days of receiving from the strata council notice specifying the costs incurred to remedy the contravention. The costs of remedying a Bylaw contravention shall be deemed to include any reasonable legal expenses incurred by the strata corporation in enforcing these Bylaws, recoverable from the owner on a "solicitor and own client" basis by the strata corporation.
- (7) The strata council may, on behalf of the strata corporation, commence a proceeding against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The strata council may commence the proceedings to collect monies owing to the strata corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The strata council has full authority to negotiate a settlement or discontinue or dismiss the action.
- (8) The strata corporation may arrange emergency damage mitigation and restoration where damage has been done within a strata lot, and the costs of gaining access to the strata lot, and preventing further damage may be paid as a common expense of the strata corporation until such a time as the strata council is able to determine whether the expense will be:
 - (a) covered by a strata corporation insurance policy;
 - (b) treated as a common expense of the strata corporation;
 - (c) charged back to the owner of the affected strata lot; or
 - (d) charged back to the owner of the strata lot from which the source of the damage originated.

The final determination with respect to the allocation of the expense shall be made by the strata council subject to the Bylaws relating to responsibility for repair and maintenance as well as insurance and indemnity.

- 3. Amend Bylaw 3 by adding the following to subsection (1):
 - 3(l)(f) that is in contravention of any rule, order or Bylaw of the City of Burnaby applicable to the strata lot or that will result in any unusual or objectionable odour to emanate from the strata lot, or that is inconsistent with the intent of these Bylaws.
- 4. Amend Bylaw 3 by replacing subsection (4) with the following:
 - (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or aquarium animals;

- (b) up to two small caged mammals;
- (c) up to two caged birds; and
- (d) dogs or cats provided that the total number of dogs and cats does not exceed two.

The owners of pets shall be responsible for their behaviour within the common property. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the strata corporation within 30 days. Visitors shall be informed of the rules concerning pets and residents will be responsible for cleanup or damage repair should their guests bring pets into the common property.

5. Amend Bylaw 3 by adding subsections (5) – (15)

- (5) Owners, tenants, occupants or visitors of the development must ensure that all animals are leashed or otherwise secured when on the common property of the development or land that is a common asset of the strata corporation.
- (6) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following (unless a special permit is obtained from the strata corporation):
 - (a) a reasonable number of fish or aquarium animals;
 - (b) up to two small caged mammals;
 - (c) up to two caged birds; and
 - (d) dogs or cats provided that the total number of dogs and cats does not exceed two.

The owners of pets shall be responsible for their behaviour within the common property. If a pet is deemed to be a nuisance by the strata council, it shall be removed from the strata corporation within 30 days. Visitors shall be informed of the rules concerning pets and residents will be responsible for cleanup or damage repair should their guests bring pets into the common property.

- (7) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, will register that pet with the strata corporation by providing to the strata corporation a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).
- (8) No pets, other than those pets certified as service animals, are allowed in any indoor amenity facilities (which for greater certainty do not include the parking facility).
- (9) An owner of a strata lot will not place or install, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant, to place or install any indoor outdoor carpeting, wood flooring, brick or stone pavers or any other surfacing (in addition to the surfacing installed by the owner developer or the strata corporation) on any patio, balcony, terrace, deck or roof deck without the prior written consent of the strata council.

- (10) An owner of a strata lot will not place, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant, to place any items on any patio, balcony, terrace, deck or roof deck except free-standing, self-contained planter boxes, summer furniture and accessories.
 - (11) An owner of a strata lot will not place, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant, to place any umbrellas and or sunshades without strata council approval, such approval to be subject to the colour of the umbrellas and or sunshades reasonably conforming with and not contrast to the exterior building colour tones.
 - (12) An owner of a strata lot will not, place, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant, to place any barbeque, hibachi, cooking device or heater on any patio, balcony, terrace or deck, provided however, that a natural-gas powered barbeque may be used on a strata lot's balcony or patio if the balcony or patio is equipped with an outdoor natural gas connection.
 - (13) An owner of a strata lot will not install, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to install, any hanging plant or basket or other hanging item on any roof deck or within three feet of a patio, balcony, terrace or deck railing line on any balcony, terrace, patio or deck.
 - (14) An owner, tenant or occupant must not smoke tobacco, hold lighted tobacco, use an e-cigarette, hold an activated e-cigarette or smoke or vape cannabis inside any strata lot or on any common property or limited common property, including any patios, balconies, terraces, rooftop decks or cause or permit any smoke or fumes from a barbeque or other intentional combustion of any kind, that emanates from such owner's, tenant's or occupant's strata lot or limited common property for such strata lot, to enter any other strata lot or limited common property for such other strata lot.
 - (15) An owner of a strata lot must not cultivate, propagate, harvest or otherwise grow or produce any cannabis plant inside any strata lot or on any common property or limited common property, including any patio, balcony, terrace or rooftop deck, or permit any tenant, occupant or visitor to do the same, regardless of whether such owner, tenant, occupant or visitor is authorized to do so under the *Cannabis Act* (Canada) or any other applicable legislation.
6. Amend Bylaw 4 by adding subsection (3):
- (3) Any owner of a strata lot who leases his lot without submitting a Form K in accordance with the *Strata Property Act* shall be liable to a fine of \$50.00 for every seven days or part thereof that a tenant is in occupancy of the strata lot and the Form K is not submitted.
7. Amend Bylaw 5 by adding the following to subsection (1):
- 5(l)(h) the painting of the exterior, or the attachment of sunscreens or greenhouses.

8. Amend Bylaw 7 by adding the following:

- (3) If the owner, tenant, occupant or visitor does not allow entry into the strata lot for the reasons set out in Bylaw 7(1), then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking device(s), and the replacement of the locking device(s) and any resulting damage to the door and door frame will be at the expense of the strata lot owner.
- (4) Where the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the strata lot, which are capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The strata corporation shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

9. Add the following Bylaws:

Bylaw 31: Strata Fees (s. 10.7) *Strata Property Act*

- (1) Strata fees are due and payable on or before the first day of each month. Strata fees not received by the 10th day of the month in which they are due are subject to a 10% per annum interest penalty compounded annually until paid.
- (2) When arrears of strata fees exceed two monthly payments a lien will be placed by the strata corporation on the strata lot involved at the owner's expense for the total monies due.
- (3) An owner in arrears of strata fees, special levies and/or fines, including any interest payable on arrears, must reimburse the strata corporation in full for the reasonable costs of collecting such arrears, including legal costs on a "solicitor and own client basis", disbursements, expenses, taxes, filing and/or court fees, all on a full indemnity basis

Bylaw 32: Disturbance of Others

- (1) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage, or other parts of the strata lot or the common property.
- (2) Except as provided in Bylaw 3(12), no barbecues may be used. No owner shall operate his barbecue in a manner which, in the opinion of the strata council, interferes with another owner's enjoyment of his strata lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls. Strata lot owners or residents are responsible for heat damage to the building envelope.
- (3) Cycling on the common property other than the driveway is prohibited.
- (4) Carpentry or similar alterations shall be limited to the hours as allotted by the City of Burnaby.

Bylaw 33: Hazards

- (1) Fire hazards must be minimized. No item shall be brought onto or stored in a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation, or which will invalidate any insurance policy.
- (2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a strata lot or the common property.

Bylaw 34: Cleanliness

- (1) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers. The owners will comply with the City's recycling program as it is implemented.
- (2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual owner or resident of the strata lot.

Bylaw 35: Exterior Appearance

- (1) Except as provided in Bylaw 41, no signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot without prior written approval by the strata council.
- (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the strata lot, without prior written consent of the strata council.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the strata lot so that they are visible from the outside.
- (4) Draperies or window coverings that are visible from the exterior of any strata lot shall be cream or white in colour.
- (5) No balcony or deck shall be used for the purpose of storing of bicycles, motorcycles, boxes, machinery, equipment or for general storage purposes.
- (6) No balcony, patio or deck may be enclosed or used as indoor living space.
- (7) Cages and fencing may not be placed on a balcony, patio or deck.
- (8) Pets may not be kept on a balcony, patio or deck.

Bylaw 36: Common Areas

- (1) The strata council shall administer all common areas and any rules and regulations formulated by the strata council from time to time shall be binding upon all owners, residents and visitors.

- (2) The common facilities are for the use of residents and their invited guests only. A resident must accompany guests when using these facilities.

Bylaw 37: Parking and Storage Areas

- (1) Each owner of a strata lot may be allocated the exclusive use of zero, one or more than one of the parking stalls and may be entitled to the use of zero, one or more storage areas (which may include bike storage and storage lockers), if any, located in the parking facility pursuant to a partial assignment of the parking/storage area lease (the **"Parking/Storage Area Lease"**) charging the common property of the strata corporation between the owner developer, as landlord, and Qualex-Landmark Living Parking Ltd. as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Area Lease, upon the registration of the strata plan for the development, the strata corporation will automatically assume all of the covenants and obligations of the owner developer under the Parking/Storage Area Lease with respect to the parking stalls and storage areas.
- (2) An owner, tenant, occupant or visitor of a strata lot must not:
- (a) use any parking stall or, if applicable, any storage area, except any parking stall and/or storage area specifically assigned to the strata lot or, when specifically agreed with another owner that has an interest in the Parking/Storage Area Lease, the parking stall and/or storage area assigned to the strata lot of such other owner;
 - (b) rent or lease any parking stall or, if applicable, any storage area assigned to the strata lot or otherwise permit such parking stall or storage area to be regularly used by anyone that is not an owner, tenant or occupant of the development, as may be permitted under the terms of the Parking/Storage Area Lease;
 - (c) carry out, or permit any visitor, employee, agent or invitee to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on any part of the common property or limited common property, including the parking facility, except in the case of emergency. An owner, tenant or occupant of a strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property or limited common property;
 - (d) park any vehicle on the common property of the development or permit any visitor to park any vehicle on the common property, except in those parking stalls (if any) designated for use by the visitors of the strata lots in each section;
 - (e) store any vehicle or recreational vehicle on the common property or permit any visitor to do so. Notwithstanding the foregoing, an owner, tenant or occupant of a strata lot may store a boat trailer or other recreational vehicle within the parking stall assigned to such strata lot pursuant to the Parking/Storage Area Lease, provided that such boat trailer or other recreational vehicle fits within such parking stall without creating a danger or hazard to other users of the parking facility, and provided that the owner, tenant or occupant has obtained adequate insurance in respect thereof; and

- (f) store any unlicensed or uninsured vehicles in any parking stall, the common property or limited common property,
- (3) A maximum speed of 15 km/h shall apply within the common property.
- (4) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner, which will reduce the width of an access roadway.
- (5) No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the common property without the consent of the strata council, except when used in delivery to or removal from the premises.
- (6) Any vehicle, which does not comply with this Bylaw, may be removed at the owner's expense.
- (7) For certainty, notwithstanding that storage areas assigned to a strata lot owner may be designed for bicycle storage, strata owners may use such storage areas for general storage, subject to the restrictions set out in these Bylaws, any applicable municipal Bylaws, and any applicable laws or requirements of governmental authorities having jurisdiction.

Bylaw 38: Damage to Property

- (1) An owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.
- (2) If any owner is responsible for any loss or damage to a strata lot, common property, limited common property or a common asset of the strata corporation, that owner agrees to indemnify and save harmless the strata corporation in respect of the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common asset and any loss or claim arising in connection with any resulting personal injury, death or personal property damage (including, without limitation, legal costs on a solicitor and own client basis), but only to the extent that such expense is not reimbursed from the proceeds received by the strata corporation pursuant to any strata corporation insurance policy (excluding any deductible which will be payable by the responsible owner). Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as for those of any tenants and occupants of, and visitors to, the strata lot and for those of any agents, contractors or employees of the owner and any other persons for whom the owner is responsible at law. Any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the responsible owner(s) in accordance with these Bylaws.";

Bylaw 39: Security

- (1) Strata lot owners or residents are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.

- (2) The strata council shall form a security committee to provide guidelines for the security of individual strata lots, and to establish resident based voluntary crime prevention programs such as Block Watch.

Bylaw 40: Moving

- (1) It will be the express responsibility of the owner to ensure that all moves in or out by the owner or resident conform to the regulations as established by the strata council from time to time.

Bylaw 41: Promotion and Resale

- (1) During the time that the owner developer is the owner or lessee of any strata lots, it shall have the right to maintain any strata lot or strata lots, whether owned or leased by it, as a display unit or sales centre and to carry on marketing, sales or leasing functions it considers necessary in order to enable it to sell or lease the strata lots.
- (2) As may be reasonably determined by the owner developer in order to enable or assist it in marketing or selling any strata lot within the development or other developments by the owner developer or a party related to or affiliated with the owner developer, it may
 - (a) use any area of the common property (including the limited common property for the use of the strata lots) to conduct the marketing, sale or lease of such strata lots (including by way of hosting promotional events and carrying out photography and/or video sessions); and
 - (b) have access to any and all parts of the common property and common facilities (including the limited common property for the use of the strata lots) for the purpose of showing units, the common property and the common facilities to prospective purchasers and their representatives for as long as the owner developer considers necessary in order to market or sell any such strata lots,

in each case until the earlier of:

- (i) December 31, 2030, subject to two consecutive rights to extend the period of use of six (6) months each (exercisable by the owner developer by written notice not less than ten (10) days prior to expiry of the use period, as extended), and
 - (ii) the date which is 30 days after the owner developer delivers written notice to the strata corporation of its intention to cease using the common property for the purposes permitted under this Bylaw 41
- (3) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the common property and/or the limited common

property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

Bylaw 42: Electrical Vehicle Plug-in Outlets

- (1) Parking stalls may have access to an electric vehicle outlet or conduit capable of providing a Level 2, 208/240 volt, 40 amp AC charge (collectively, the **"Electric Vehicle Outlets"** and each an **"Electric Vehicle Outlet"**). The Electric Vehicle Outlets are designed for load sharing with a circuit sharing ratio of 3:1, meaning that three adjacent parking stalls will share power from a single electrical circuit connected to an Electric Vehicle Outlet.
- (2) The strata corporation may, but shall not be obligated to, install one or more electric meters measuring the supply of electricity to the Electric Vehicle Outlets.
- (3) Each strata lot owner shall pay the strata corporation an annual fee of \$450, or such other annual fee as may be determined by a resolution of the strata council, for each EV Charger of such owner. If at a later date the parking stalls are separately metered, each strata lot owner shall be responsible to pay the costs of electricity supplied to its parking stalls, in addition to any annual fee payable pursuant to this Bylaw 42(3).
- (4) No owner may use the Electric Vehicle Outlet for its parking stall until a plug-in electric vehicle charging station for such parking stall and any other necessary wiring, conduits or other equipment (collectively, the **"EV Charger"**) have been installed and activated.
- (5) Each strata lot owner shall be responsible, at its sole cost and expense, for purchasing, installing, maintaining and insuring (if required by this Bylaw or if the strata lot owner otherwise elects to insure) the EV Chargers for its own parking stalls.
- (6) If required by the strata corporation, each strata lot owner shall take out and maintain at its own cost and expense, such insurance for the EV Charger as the strata corporation may require.
- (7) EV Chargers may not be installed or removed without the prior approval of the strata council, and must satisfy the requirements and conditions established by the strata council prior to being installed or removed. Each strata lot owner shall, at its own cost and expense, obtain any permits or permissions required by the City of Burnaby in connection with any EV Chargers installed or removed by such owner.
- (8) Notwithstanding the degree of annexation of any EV Charger to the common property of the strata corporation, each EV Charger shall remain the sole property of the strata lot owner who has been assigned the right to use the parking stall associated with such EV Charger, however, that the strata council from time to time and at its sole discretion, require the owner of a strata lot to remove any EV Charger installed in respect of its parking stall at such owner's sole cost and expense.
- (9) All EV Chargers must be compatible with the network operated by the electric vehicle network operator designated by the strata council, must be Open Charge Point Protocol (OCPP) compliant, must be capable of load-sharing and must be registered with the electric vehicle network operator designated by the strata council at the time it is installed.
- (10) Each strata lot owner shall be solely responsible for the maintenance and repair of the EV Chargers associated with its parking stalls, and if the owner of a strata lot fails to repair or maintain any EV Chargers associated with its parking stalls, the strata corporation may (but shall not be obligated to) carry out any maintenance and repair, and in such event, the strata lot owner shall reimburse the strata corporation upon demand for any costs incurred

by the strata corporation in connection with the repair or maintenance of the EV Chargers associated with its parking stalls.

- (11) Each strata lot owner shall be responsible for paying to the strata corporation any costs incurred by the strata corporation that are particular to the EV Chargers associated with its parking stalls or its use of the Electric Vehicle Outlets associated with its parking stalls.
- (12) The installation of all EV Chargers, and their repair and maintenance, must be carried out by qualified electricians approved in advance by the strata council.
- (13) Strata lot owners shall not use (and shall not permit their tenants or occupants to use) any EV Charger until it has been activated. Strata lot owners may not use an EV Charger within a parking stall that has not been exclusively assigned to such strata lot owner, without the permission of the strata council.

Bylaw 43: Guest Suite

- (1) Without restricting the general application of Bylaws relating to common property, the residential guest suite on L2 of the building may not be:
 - (a) equipped, furnished or used or permitted to be used to provide accommodation, at any one time, for more than 2 visitors;
 - (b) used, or permitted to be used, to accommodate any given visitor for a period greater than 30 continuous days; or
 - (c) used, or permitted to be used, for hotel use, bed and breakfast use, or any other form of short-term accommodation operated for commercial or business purposes.
- (2) In respect of the guest suite:
 - (a) all reservations are on a first come first served basis; and
 - (b) the reservations and use of the guest suite shall, at all times, be subject to the rules and regulations established by the strata corporation from time to time, including, but not limited to, the right of the strata corporation to charge any such fees as the strata corporation determines reasonable.

Bylaw 44: Development Completion Access

- (1) As may be reasonably determined by the owner developer in order to enable or assist it in completing construction of the development, the owner developer or a party related to or affiliated with the owner developer, including any contractors, subcontractors or workmen, may use or have access to any area of the common property (including the limited common property for the use of the strata lots) and common facilities for activities in connection with the completion of the development, including but not limited to addressing any deficiencies, storing building materials and any other activities associated with the completion of the development, for as long as the owner developer considers necessary in order to complete construction of the development.

Bylaw 45: Fan Coil / Energy Recovery Ventilator

- (1) Notwithstanding any other Bylaw, the strata corporation shall be responsible for replacing any filters for fan coil and energy recovery ventilator units within each owner's strata lot. Upon not less than 48 hours' written notice to the owner, tenant or other occupant of a strata lot, the strata corporation or its property manager, contractor, or other representative shall be entitled to access to each strata lot for the purposes of performing filter changes. The strata corporation shall not be responsible for any for any act of omission or commission on the part of the persons employed to perform replacement of filters.

Other than the replacement of filters as provided in this Bylaw 45, each owner of a strata lot shall be responsible, at its own cost to:

- (a) maintain the fan coil unit and the energy recovery ventilator unit, if applicable, within such owner's strata lot;
- (b) repair and replace the fan coil unit and the energy recovery ventilator unit as and when necessary from time to time, and in any case.

Bylaw 46: Emergency Damage Mitigation

- (1) The strata corporation may arrange emergency damage mitigation and restoration where damage has been done within a strata lot, and the costs of gaining access to the strata lot, and preventing further damage may be paid as a common expense of the strata corporation until such a time as the strata council is able to determine whether the expense will be:
- (a) covered by a strata corporation insurance policy;
 - (b) treated as a common expense of the strata corporation;
 - (c) charged back to the owner of the affected strata lot; or
 - (d) charged back to the owner of the strata lot from which the source of the damage originated.

The final determination with respect to the allocation of the expense shall be made by the strata council subject to the Bylaws relating to responsibility for repair and maintenance as well as insurance and indemnity. For the purposes of these Bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner(s) in accordance with these Bylaws.

Bylaw 47: Short Term Lodging

- (1) An owner, tenant or occupant shall not use or permit the use of a strata lot:
- (a) as a place of temporary lodging or accommodation;
 - (b) as an enterprise for providing short term lodging or accommodation (e.g. Airbnb, VRBO); or

(c) as a part of a home exchange or house swap.

Nothing in this Bylaw will be construed as a restriction on the rights of an owner to rent a strata lot in accordance with the *Residential Tenancy Act* (British Columbia).

Bylaw 48: Visitor Parking

Subject to the rights of the rental users in the project:

- (1) only guests of the owners, tenants and occupants of the strata lots are entitled to use the to parking stalls located within the parking facilities which are designated for visitor parking (the “**Visitor Stalls**”),
- (2) only physically disabled guests of the owners, tenants and occupants of the strata lots are entitled to use any Visitor Stalls that are designed and designated for parking by visitors with disabilities (the “**Accessible Visitor Stalls**”).
- (3) An owner, tenant or occupant of a strata lot will not permit any guest to park any vehicle on the common property or limited common property of the parking facilities, except in Visitors Stalls, and will not permit any guests who do not have a Parking Pass (as defined in Bylaw 48) to park in Accessible Visitor Stalls.
- (4) An owner, tenant or occupant of a strata lot may not park any vehicle in the Visitor Stalls.
- (5) The strata corporation may, from time to time, establish rules and regulations concerning the Visitor Stalls, including, without limitation, rules and regulations with respect to the duration of time that guests may park in such Visitor Stalls and the owners, tenants and occupants of strata lots will cause their guests to comply with such rules and regulations.

Bylaw 49: Modo Car Share Service

- (1) In this Bylaw 49, the following terms have the following meanings:
 - (a) “**Membership Holder**” means the strata corporation;
 - (c) “**Modo**” means Modo Co-Operative; and
 - (d) “**Residents**” means, collectively, residents of the Development, and each such resident is referred to herein as a “**Resident**”.
- (2) The strata corporation has assumed, or will assume, an agreement (the “**Co-operative Carsharing Agreement**”) with Modo whereby Modo has issued the Membership Holder membership shares (the “**Modo Shares**”) in Modo for the benefit of Residents, as set out in the Co-operative Carsharing Agreement, so that some Residents (up to the number of shares issued to the Membership Holder) can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
- (3) The Membership Holder will be the legal owner of the Modo Shares, and a certain number of Residents, as further set out in the Co-operative Carsharing Agreement, can,

on a continuing basis, enjoy the benefits of Modo Shares subject to meeting Modo's eligibility requirements as set out on Modo's website from time to time.

- (4) Residents exercising the rights and benefits of Modo membership by way of the Modo Shares owned by the Membership Holder (each such Resident is referred to herein as a **"Partner User"** and, together **"Partner Users"**) benefit from the same price plan for usage of Modo vehicles as shareholders of Modo and are not granted voting rights.
- (5) Each Resident may apply to become a Partner User, provided that membership privileges are granted to applying and eligible Residents on a first-come, first-served basis.
- (6) Each Resident will be responsible for and will save the Membership Holder and their respective subsidiaries, successors or assigns harmless from any and all its obligations incurred and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's use of Modo services or otherwise associated with the Modo Shares of, or membership in, Modo held by the Membership Holder or their respective subsidiaries or any successors or assigns for the benefit of such Resident.
- (7) Residents may make use of Modo vehicles, pursuant to the Co-Operative Carsharing Agreement and pursuant to the policies and rules of membership in Modo.
- (8) In order for a Resident to become a Partner User, the Resident must apply to Modo, such application including but not limited to the following:
 - (a) The Resident, if a holder of a driver's licence issued in British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of its current driver's records indicating the Resident's address within the Development;
 - (b) The Resident, if a holder of a driver's licence issued outside of British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of a bill indicating the name of the Resident and the Resident's address within the Development; and
 - (c) The Resident must provide contact information and any other information required by Modo regarding the Resident that would allow Modo to determine if the Resident qualifies to exercise the rights and benefits of membership as provided herein and by the rules and policies of Modo as posted on its website and updated from time-to-time.
- (9) A Resident eligible for a membership in Modo may only exercise the rights and benefits of membership in Modo if such Resident would otherwise qualify and/or meet the requirements for those rights and benefits as posted on Modo's website and updated from time-to-time.
- (10) If at any time a Resident does not meet the criteria for the rights and benefits of membership in Modo, then the Resident may not exercise any Modo membership rights and benefits until such time that the Resident may again qualify for the rights and benefits

of membership according to the rules for such membership as set out herein and in the rules and policies of Modo.

- (11) Except as provided in these Bylaws, the benefits of Modo membership may only be exercised by Residents who actually reside in a strata lot located in the Development, and the benefits may not under any circumstances be assigned, transferred or sold by Residents except as provided herein.
- (12) The Modo Shares owned by the Membership Holder attach to the strata lots within the Development, and the beneficial interest in the Modo Shares vests in the Residents. Residents who no longer reside in the Development will also lose the benefit of the Modo Shares owned by the Membership Holder.
- (13) Every six (6) calendar months, Modo will provide to the strata corporation, in writing, the names of all Partner Users that are, according to Modo's records, residents of the Development. Within thirty (30) calendar days after receipt of this information, the strata corporation will inform Modo in writing which Partner Users have ceased to be residents of the Development, and unless otherwise advised, Modo will cancel the former Residents' beneficial interest in the Modo Shares owned by the Membership Holder.
- (14) No Resident is entitled to compensation or a refund of the Modo Shares purchase price upon the transfer of any share or benefit as provided herein, and no Resident may demand or otherwise require Modo to refund or redeem the Modo Shares.
- (15) Partner Users may decide to cease exercising the benefits of the Modo Shares owned by the Membership Holder, but the Modo Shares remain at all times in the name of the Membership Holder and attach to the strata lots within the Development.
- (16) Modo reserves the right to revoke membership privileges of any Partner User who does not book a Modo vehicle for twelve (12) consecutive months.
- (17) Upon destruction of the Development, and if there is a decision to not rebuild the Development, then the Modo Shares and the purchase price therefor will be absolutely forfeited to Modo without right of compensation of any kind.
- (18) The Bylaws in this Bylaw 49 (collectively, the "**Modo Bylaws**") will automatically terminate in the event the Co-operative Carsharing Agreement is terminated.
- (19) If the Modo Bylaws are repealed or replaced by the strata corporation, without Modo's consent, such consent not to be unreasonably withheld or delayed, then, at the option of Modo, the right of Residents of the Development to be Partner Users and to exercise the rights and benefits of Modo membership by way of the Modo Shares owned by the Membership Holders may be suspended or terminated, without any compensation to the strata corporation or the Residents of the Development, provided however that Modo will continue to operate the car sharing program notwithstanding any such suspension or termination.
- (20) Each owner of a strata lot in the Development will provide a copy of the Modo Bylaws to any tenant of such strata lot.

- (21) Strata lot owners acknowledge that only a limited number of Residents who will receive membership privileges associated with being a Partner User in accordance with the Co-Operative Carsharing Agreement. There is no guarantee that any particular strata lot owner will receive the membership privileges associated with being a Partner User, and the strata corporation will not be required to compensate or pay strata lot owners who have not receive membership privileges associated with being a Partner User.

Bylaw 50: Video Surveillance

- (1) The common property of the strata corporation is subject to 24 hour audio and video surveillance for the purpose of recording the activities of owners, tenants, occupants, guests, and the general public within common property.
- (2) Audio and/or video surveillance equipment (hereinafter referred to as “**Cameras**”) must not be positioned in such a way that they monitor or record:
- (a) activities outside of the bounds of the strata plan; or
 - (b) activities in areas where owners, tenants, visitors and employees have a reasonable expectation of privacy such as change rooms, wash rooms, or within any strata lot.
- (3) Without limitation, Cameras may be located at the following locations within the development:
- (a) all elevator lower lobbies and designated storage lockers;
 - (b) all enter-phone stations;
 - (b) at each car entry gate and general coverage throughout the parking facility; and
 - (d) all indoor and outdoor amenity and common areas.
- (4) Notices may be posted on the common property advising the public of ongoing audio/video recording.
- (5) The audio/video surveillance system will operate 24 hours per day, seven days per week and will be used to record all activities in the common areas of the strata corporation for the purpose of obtaining usable evidence of illegal acts and/or infractions of the bylaws of the strata corporation and the cause of any damage to property, or other loss or damages, including verification of identity of persons responsible and potential witnesses.
- (6) The information and recordings collected may be used as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in court, arbitration or any other hearing or dispute resolution proceedings.
- (7) The audio/video surveillance recording system as outfitted from time to time will include a number of cameras and a central recording system which will be kept in a secure locked

location and will be password protected for access only by authorized representatives of the strata corporation.

- (8) No owners, third parties or other person will be entitled to view or receive a copy of recordings, except as contemplated by these Bylaws.
- (9) Notwithstanding anything contained in this Division, in the event the owner developer does not enter into an agreement with an exclusive provider of telephone/cable/internet in respect of the common property, the Cameras may not provide services for the screening of visitors to the development.

Bylaw 51: Key Fobs

- (1) Access to the common areas of the strata plan is controlled by use of key fobs (each, a **"Key Fob"** and collectively, **"Key Fobs"**), which may include the ability to record the time and area accessed by each Key Fob bearer.
- (2) The data recorded by the key fob system may be used alone or in conjunction with audio or video recordings as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in court, arbitration or any other hearing or dispute resolution proceedings
- (3) The recordings will be stored by the digital recording device and may be saved indefinitely, transferred to permanent storage media, or overwritten as new data is stored on the device, all in accordance with the purposes of this Bylaw.
- (4) No owners, third parties or other persons will be entitled to view or receive a copy of access data, except as contemplated by these Bylaws or required by law.

Bylaw 52: Disclosure of Recordings

- (1) Audio/video recordings and key fob access data collected or recorded pursuant to Bylaws 50 and 51 may be viewed or disclosed only under the following circumstances:
 - (a) Review may be conducted as required in furtherance of legitimate duties to the strata corporation, by representatives of the strata corporation's management firm, security service contractor (if any), resident manager, legal counsel and current members of the strata council
 - (b) The data recorded by the key fob system may be used alone or in conjunction with audio
 - (c) A copy may be made, retained and used internally with respect to any time period, incident or series of incidents, as directed by majority vote of the strata council in furtherance of their legitimate duties to the strata corporation as determined in the sole discretion of the strata council.
 - (d) Disclosure of a copy must be made pursuant to a court order, subpoena, warrant or equivalent authorization (including any valid demand for inspection or

production of relevant documents pursuant to court rules, or rules of arbitration or equivalent proceedings) in accordance with the terms of the authorizing document, order or rule.

- (e) By any person making a request to review or obtain a copy of that person's own personal information as recorded, provided that the consent of any other individuals recorded contemporaneously are obtained.
 - (f) A copy may be made, kept, used and/or disclosed to a third party if the strata council determines by majority vote that disclosure is consistent with the purpose of Bylaws 50 - 52, and is in the best interests of the strata corporation or any owner or occupant.
 - (g) Without limiting any of the foregoing, information, data, a recording or a copy of a recording collected pursuant to Bylaws 50 – 51 may be made, retained, used and/or disclosed if the strata council determines by majority vote that the copying, retention, use or disclosure is permitted or required by law.
 - (h) Without limiting any of the foregoing, a recording or a copy of information, data or, a recording collected pursuant to Bylaws 50 – 52 may be made, retained, used and/or disclosed if the strata council determines by majority vote that the copying, retention, use or disclosure is necessary to preserve the interests of the strata corporation or any owner, tenant or occupant by advancing a criminal or regulatory complaint, a civil claim or an insurance claim.
- (2) Recordings or copies of recordings disclosed to a third party pursuant to this Bylaw 52 may be used, retained and disclosed by other parties in accordance with their privacy policies.
 - (3) Any party requesting an appointment to review or copy any data or recording kept pursuant to Bylaws 50 – 52 for any purpose other than a purpose of the strata corporation is responsible to pay in advance the reasonable expenses of the strata corporation related to that request regardless of whether the review provides the data requested or not. The strata corporation is not required to review or copy the data or recordings if the person making the request refuses to pay the costs associated with such request.

Bylaw 53: Amenity Areas

- (1) In this Bylaw 53:
 - (a) **"Amenity Areas"** means, collectively, all outdoor and indoor amenity areas and facilities in the strata plan or part of the project that are intended for use by the strata lot owners, including, without limitation, the car wash stalls, shared vehicle parking stalls, visitor stalls and all storage areas within the parking facility, bicycle repair rooms, mail room, loading bay, fitness facility, study room, lounge, kids play room, music room, sauna, guest suite, outdoor kids playground, outdoor hot tub and outdoor terrace.

- (b) **“representative of the strata corporation”** means any one of the property manager of the development, any member of the strata council, or any other person or entity duly authorized by the strata council to act on behalf of the strata corporation.

This Bylaw 53 governs the use of all the Amenity Areas by all users thereof.

- (2) It is the responsibility of each individual person intending to use one or more of the Amenity Areas to ensure that such Amenity Areas are safe to use before making any use of them, to report immediately to a representative of the strata corporation any injury, accident or maintenance or safety issue relating to an Amenity Area of which that person has knowledge, and to provide a full written summary of such incident or issue within 24 hours if any injury to person or damage to property was observed.
- (3) Any use of the Amenity Areas is at the sole risk of the individual user, who assumes all risks associated therewith including, but not limited to, risks of death or injury to persons and damage to or loss of personal property; and, as a condition of use, the user indemnifies the strata corporation, its strata council, members, agents and employees against all liability arising out of such use. Without limiting the foregoing, the strata corporation will not be liable for any accident, injury, death, loss or damage resulting from the use of any Amenity Area by owners, tenants or occupants of the strata lots or their family members, guests, employees, agents, contractors, invitees or any other person; subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- (4) Anyone who engages in any reckless, hazardous, destructive, or potentially hazardous or destructive activity within any Amenity Area, or who continues to breach a rule or Bylaw after receiving a verbal warning from a representative of the strata corporation, is required to leave the Amenity Area immediately upon request of a representative of the strata corporation.
- (5) Entry into and/or use of the Amenity Areas in a state of impairment due to drug or alcohol intoxication is prohibited.
- (6) A representative of the strata corporation may temporarily close or restrict use of any Amenity Area if such Amenity Area is being used in an unsafe or disruptive manner, if the Amenity Area requires maintenance, repair or cleaning, or if the Amenity Area is required for a function organized or approved by the strata council.
- (7) The strata corporation may, from time to time, establish reasonable rules and regulations, and amend, remove and/or replace such rules and regulations from time to time, concerning the use of any one or more of the Amenity Areas including, without limitation, rules and regulations with respect to the duration of time that guests or other invitees of owners, tenants or occupants may use any Amenity Area, and the owners, tenants and occupants of strata lots will comply, and will cause their guests and other invitees to comply, with all such rules and regulations.
- (8) Users of any Amenity Areas will strictly adhere to all public health requirements, including but not limited to the sanitization of all equipment and surfaces used by such user.

- (9) Users of the Amenity Areas will adhere to the occupancy limits that are posted by the strata corporation from time to time, including any restrictions on the total number of persons (owners and/or residents of the strata lots and their guests or invitees) that are permitted from any given strata lot at any one time.

Bylaw 54: Use of Fitness Facility

- (1) This Bylaw 54, in addition to the Bylaw 53, applies to the fitness facility, which forms a part of the Amenity Areas.
- (2) Any person entering or using the fitness facility, shall comply with the following Bylaws in respect of the use of the fitness facility,:
- (a) all users must be courteous to others waiting to use the fitness equipment and must take turns using the equipment;
 - (b) all users must bring their own towels and wipe down exercise equipment after use;
 - (c) no food or drinks are allowed in the fitness facility, except bottles containing water only;
 - (d) an owner or occupant must accompany a visitor at all times while the visitor is in the fitness facility;
 - (e) the strata council may set the fitness facility hours by rule and, in the absence of any such rule to the contrary, the hours shall be 6:30 a.m. to 10:30 p.m. daily;
 - (f) all personal belongings shall be removed after each use;
 - (g) appropriate clothing and non-marking athletic footwear must be worn at all times in the fitness facility;
 - (h) no person under the age of 16 is permitted in the fitness facility without being accompanied by a person who is 19 years of age or older;
 - (i) use of equipment is at the user's own risk. The strata corporation will not be held liable for any injury, damage or loss however caused;
 - (j) no pets are allowed in the fitness facility;
 - (k) weights and other equipment shall not be dropped, or otherwise used in any way which might cause damage, injury or unreasonable noise;
 - (l) time on each machine or equipment is limited to 30 minutes per person while any other person is waiting;
 - (m) at no time is a stereo system to be played loudly enough to be heard outside of the fitness facility; and

- (n) the strata corporation may set additional rules from time to time regarding the use of the fitness facility.

Bylaw 55: Use of Sauna and Outdoor Hot Tub

- (1) This Bylaw 55, in addition to the Bylaw 53, applies to the sauna and outdoor hot tub, which forms a part of the Amenity Areas.
- (2) Any person entering or using the sauna or hot tub shall comply with the following:
 - (a) no person under the age of 14 years is permitted in the sauna or the outdoor hot tub unless accompanied by a person who is 19 years of age or older;
 - (b) any person using the sauna or the outdoor hot tub is advised that the recommended maximum stay should not exceed 15 minutes. Users with any medical condition(s) and parents are advised to obtain a medical opinion prior to using or permitting their child to use the sauna or the outdoor hot tub. Persons with heart problems, diabetes, or those experiencing faintness or dizziness must not enter, use or remain within the sauna or the outdoor hot tub without the written permission of their physician;
 - (c) no drinks or food are allowed in the sauna or the outdoor hot tub;
 - (d) appropriate attire must be worn at all times. No nudity is permitted;
 - (e) the strata council may set the hours for permitted use of the sauna or the outdoor hot tub by rule, and, in the absence of any such rule to the contrary, and subject always to such closures as the strata council considers necessary for cleaning, maintenance and/or repairs, the hours shall be from 6:30 a.m. to 10:30 p.m. daily;
 - (f) no pets or other animals are allowed within the sauna or the outdoor hot tub;
 - (g) an owner or resident must accompany a visitor at all times while the visitor is in the sauna or the outdoor hot tub;
 - (h) use of the sauna or the outdoor hot tub must comply with any posted health or occupancy restrictions; and
 - (i) the strata corporation may set additional rules from time to time regarding the use of the sauna or the outdoor hot tub.

Bylaw 56: Use of Lounge

- (1) This Bylaw 56, in addition to the Bylaw 53, applies to the lounge, which forms a part of the Amenity Areas.
- (2) Any person entering or using the lounge shall comply with the following:

- (a) the strata council may set the lounge hours by rule, and absent any such rule, the hours shall be 8:00 a.m. to 10:00 p.m. daily;
- (b) guests of residents using the lounge must at all times be accompanied by an owner or resident;
- (c) no pets or animals are allowed in the lounge;
- (d) subject to availability, and on a first come first served basis, the lounge may be booked, through the property manager for the development, for blocks of up to four hours in duration by any strata lot owner or tenant, provided however that, a current booking by an owner or tenant of a particular strata lot and the associated use of the lounge must be completed before a second booking may be made by the owner or tenant of that same strata lot. The strata council may enact rules relating to reservation and/or use of the lounge including, without limitation, rules relating to booking procedures, associated cleaning fees, user fees and/or damage deposits, reservation of certain days and/or times during which the lounge will remain open for common use by all owners and residents and their guests and other invitees and is not available for booking, and a maximum number of bookings which may be made by any owner or its tenant in one calendar year; and
- (e) the strata corporation may set additional rules from time to time regarding the use of the lounge.

Bylaw 57: Accessible Stalls

- (1) In this Bylaw "**Accessible Stall**" has the same meaning as set out in the Parking/Storage Area Lease, and refers to the following parking stalls in the parking facility:

Accessible Stalls on the P2 Level of the Parking Facility: 56, 57, 58, 59, 60, 63, 64, 68, 69, 70;

Accessible Stalls on the P3 Level of the Parking Facility: 143, 144, 145, 146, 147, 151, 152, 160, 162, 163

Accessible Stalls on the P4 Level of the Parking Facility: 224, 225, 226, 227, 228, 232, 233, 241, 243, 244

- (2) In the event that an owner or other permitted full time occupant of an individual strata lot has become the holder of a disabled parking pass following a formal application which has been approved by a medical physician under Division 38 – Disabled Persons' Parking Permits of the *Motor Vehicle Act* (British Columbia) as may be amended or replaced from time to time (a "**Parking Pass**") and therefore is entitled to use an Accessible Stall, other than any Accessible Stall located in the visitor's parking area which shall always be available to visitors displaying a valid disability decal issued by an authorized authority, such owner or other permitted full time occupant (the "**Applicant**"), may make a written application to the strata corporation in accordance with the strata corporation's rules and procedures for the right to use one of the Accessible Stalls within the strata corporation.

If there is an Accessible Stall that is not currently allocated to an owner or other permitted full time occupant who is the holder of a Parking Pass, the strata corporation shall provide to that Applicant by way of license, assignment or otherwise, an interest in or right to use an Accessible Stall, it being recognized that the Applicant, in exchange for the interest in or right to use an Accessible Stall, may (if required by the strata corporation or the terms of the Parking/Storage Area Lease) be required to transfer, by way of assignment or otherwise, an interest in or right to use another parking stall whether to: (i) the strata corporation; or (ii) as may be directed by the strata corporation, to another owner or other permitted full time occupant; or (iii) as may be required pursuant to the terms of the Parking/Storage Area Lease or any agreement or lease which provides for the allocation of parking stalls within the strata corporation, all as the case may be.

If any Applicant ceases to be disabled, that Applicant's continued right to use an Accessible Stall shall be deemed to be automatically revoked, following which the Accessible Stall shall be available to any other eligible Applicant. In the event that there are no unallocated Accessible Stalls available for use by an eligible Applicant, that Applicant shall go on a waiting list and that Applicant will be provided an interest in or right to use an Accessible Stall, as one becomes available, in the order in which the applications were received by the strata corporation.

Dated at Vancouver, B.C. this 9th day of September, 2025.

QUALEX-LANDMARK ORCHARD HOLDINGS LTD.

Per: 

Signature of Owner Developer

EXHIBIT E
ESTIMATED INTERIM OPERATING BUDGET

	Interim Operating Budget
INCOME	
Strata Fees	\$1,069,677.62
FOB Income	-
Move-in/out Fee	-
Bylaw Fine Income	-
Interest Earn	-
Guest Suite Income	-
Amenity Room Income	-
Electric Vehicle Recovery	-
Total Income	\$1,069,677.62
OPERATING EXPENSES	
Salaries/Wages	
Concierge & Security	\$160,000.00
Sub-Total	\$160,000.00
Adminstration	
Administration & AGM	\$8,000.00
Property Management Fees	\$69,000.00
Sub-Total	\$77,000.00
Maintenance/Supplies	
Building Supplies/Sundry	\$10,000.00
Elevator Maintenance	\$27,000.00
Fire System/Equipment Inspection	\$14,000.00
Garage Gate Maintenance Main	\$1,500.00
Garage Gate ASP1 Parking	\$0.00
Garage Gate Residential	\$1,500.00
Generator	\$3,000.00
Landscaping & Irrigation (Developer Managed and Paid 1st Year)	\$0.00
Public Art Maintenance	\$3,000.00
Repair & Maintenance - General, Dryer Vents, Locksmith	\$23,000.00
Janitorial: Common Areas	\$56,000.00
Janitorial: P1*	\$1,800.00
Janitorial: Loading	\$500.00
General Repairs & Maintenance P1*	\$4,000.00
General Repairs & Maintenance Loading	\$1,000.00
HVAC R&M Residential (Managed by Fortis)	\$0.00
Annual Servicing Strata Lot Fancoil Filters	\$14,000.00
Annual Servicing CO2 Meters, Parkade Exhausts	\$7,000.00
Snow Removal / Salting	\$4,000.00
Warranty Inspection Report	\$11,000.00
Water Feature Maintenance	\$7,000.00
Window Cleaning (First Year Included)	
Sub-Total	\$189,300.00

Amenities	
Fitness Equipment Lease	\$16,000.00
Pool & Spa Maintenance	\$11,580.00
Genreal Amenity Maintenance	\$9,000.00
Sub-Total	\$36,580.00
Utility	
Electrical: P1*	\$5,000.00
Electrical: Loading	\$750.00
Electrical: Residential	\$84,000.00
TES Fee - Service, Maintenance & Consumption	\$233,000.00
Phone & Wifi	\$4,000.00
Waste Removal & Recyling	\$32,000.00
Sub-Total	\$358,750.00
Other Expense	
Bank Charges	\$1,000.00
Parcel Locker	\$7,300.00
Professional Fees	\$3,000.00
Insurance (incl. public art)	\$295,000.00
Sub-Total	\$306,300.00
ASP 1 Cost Share Contribution	\$4,504.20
Less 1st Year Developer Contribution to Concierge/Security	-\$160,000.00
Sub-Total	-\$155,495.80
Total Operating Cost	\$972,434.20
Contingency Reserve Expense (10%)	\$97,243.42
TOTAL EXPENSE	\$1,069,677.62
NET PROFIT / LOSS	-

EXHIBIT F
MONTHLY ALLOCATION OF ESTIMATED INTERIM OPERATING BUDGET

ARTESIA
STRATA PLAN EPS11556
INTERIM STRATA FEE SCHEDULE

Suite	Strata Lot	Unit Entitlement	Strata Fees	10% Contingency	Total Strata Fees
5681	1	113	\$571.70	\$57.17	\$628.87
5683	2	110	\$556.52	\$55.65	\$612.17
201	3	59	\$298.50	\$29.85	\$328.35
202	4	56	\$283.32	\$28.33	\$311.65
204	5	84	\$424.98	\$42.50	\$467.48
301	6	59	\$298.50	\$29.85	\$328.35
302	7	84	\$424.98	\$42.50	\$467.48
303	8	87	\$440.16	\$44.02	\$484.17
304	9	53	\$268.14	\$26.81	\$294.95
305	10	49	\$247.90	\$24.79	\$272.69
306	11	84	\$424.98	\$42.50	\$467.48
401	12	59	\$298.50	\$29.85	\$328.35
402	13	84	\$424.98	\$42.50	\$467.48
403	14	49	\$247.90	\$24.79	\$272.69
404	15	50	\$252.96	\$25.30	\$278.26
405	16	79	\$399.68	\$39.97	\$439.65
406	17	46	\$232.73	\$23.27	\$256.00
407	18	52	\$263.08	\$26.31	\$289.39
408	19	49	\$247.90	\$24.79	\$272.69
409	20	84	\$424.98	\$42.50	\$467.48
501	21	59	\$298.50	\$29.85	\$328.35
502	22	84	\$424.98	\$42.50	\$467.48
503	23	49	\$247.90	\$24.79	\$272.69
504	24	50	\$252.96	\$25.30	\$278.26
505	25	79	\$399.68	\$39.97	\$439.65
506	26	46	\$232.73	\$23.27	\$256.00
507	27	52	\$263.08	\$26.31	\$289.39
508	28	49	\$247.90	\$24.79	\$272.69
509	29	84	\$424.98	\$42.50	\$467.48
601	30	59	\$298.50	\$29.85	\$328.35
602	31	84	\$424.98	\$42.50	\$467.48
603	32	49	\$247.90	\$24.79	\$272.69
604	33	50	\$252.96	\$25.30	\$278.26
605	34	79	\$399.68	\$39.97	\$439.65
606	35	46	\$232.73	\$23.27	\$256.00
607	36	52	\$263.08	\$26.31	\$289.39
608	37	49	\$247.90	\$24.79	\$272.69

609	38	84	\$424.98	\$42.50	\$467.48
701	39	59	\$298.50	\$29.85	\$328.35
702	40	84	\$424.98	\$42.50	\$467.48
703	41	49	\$247.90	\$24.79	\$272.69
704	42	50	\$252.96	\$25.30	\$278.26
705	43	79	\$399.68	\$39.97	\$439.65
706	44	46	\$232.73	\$23.27	\$256.00
707	45	52	\$263.08	\$26.31	\$289.39
708	46	49	\$247.90	\$24.79	\$272.69
709	47	84	\$424.98	\$42.50	\$467.48
801	48	59	\$298.50	\$29.85	\$328.35
802	49	84	\$424.98	\$42.50	\$467.48
803	50	49	\$247.90	\$24.79	\$272.69
804	51	50	\$252.96	\$25.30	\$278.26
805	52	79	\$399.68	\$39.97	\$439.65
806	53	46	\$232.73	\$23.27	\$256.00
807	54	52	\$263.08	\$26.31	\$289.39
808	55	49	\$247.90	\$24.79	\$272.69
809	56	84	\$424.98	\$42.50	\$467.48
901	57	59	\$298.50	\$29.85	\$328.35
902	58	84	\$424.98	\$42.50	\$467.48
903	59	49	\$247.90	\$24.79	\$272.69
904	60	50	\$252.96	\$25.30	\$278.26
905	61	79	\$399.68	\$39.97	\$439.65
906	62	46	\$232.73	\$23.27	\$256.00
907	63	52	\$263.08	\$26.31	\$289.39
908	64	49	\$247.90	\$24.79	\$272.69
909	65	84	\$424.98	\$42.50	\$467.48
1001	66	59	\$298.50	\$29.85	\$328.35
1002	67	84	\$424.98	\$42.50	\$467.48
1003	68	49	\$247.90	\$24.79	\$272.69
1004	69	50	\$252.96	\$25.30	\$278.26
1005	70	79	\$399.68	\$39.97	\$439.65
1006	71	46	\$232.73	\$23.27	\$256.00
1007	72	52	\$263.08	\$26.31	\$289.39
1008	73	49	\$247.90	\$24.79	\$272.69
1009	74	84	\$424.98	\$42.50	\$467.48
1101	75	59	\$298.50	\$29.85	\$328.35
1102	76	84	\$424.98	\$42.50	\$467.48
1103	77	49	\$247.90	\$24.79	\$272.69
1104	78	50	\$252.96	\$25.30	\$278.26
1105	79	79	\$399.68	\$39.97	\$439.65
1106	80	46	\$232.73	\$23.27	\$256.00
1107	81	52	\$263.08	\$26.31	\$289.39
1108	82	49	\$247.90	\$24.79	\$272.69
1109	83	84	\$424.98	\$42.50	\$467.48
1201	84	59	\$298.50	\$29.85	\$328.35
1202	85	84	\$424.98	\$42.50	\$467.48

1203	86	49	\$247.90	\$24.79	\$272.69
1204	87	50	\$252.96	\$25.30	\$278.26
1205	88	79	\$399.68	\$39.97	\$439.65
1206	89	46	\$232.73	\$23.27	\$256.00
1207	90	52	\$263.08	\$26.31	\$289.39
1208	91	49	\$247.90	\$24.79	\$272.69
1209	92	84	\$424.98	\$42.50	\$467.48
1301	93	59	\$298.50	\$29.85	\$328.35
1302	94	84	\$424.98	\$42.50	\$467.48
1303	95	49	\$247.90	\$24.79	\$272.69
1304	96	50	\$252.96	\$25.30	\$278.26
1305	97	79	\$399.68	\$39.97	\$439.65
1306	98	46	\$232.73	\$23.27	\$256.00
1307	99	52	\$263.08	\$26.31	\$289.39
1308	100	49	\$247.90	\$24.79	\$272.69
1309	101	84	\$424.98	\$42.50	\$467.48
1401	102	59	\$298.50	\$29.85	\$328.35
1402	103	84	\$424.98	\$42.50	\$467.48
1403	104	49	\$247.90	\$24.79	\$272.69
1404	105	50	\$252.96	\$25.30	\$278.26
1405	106	79	\$399.68	\$39.97	\$439.65
1406	107	46	\$232.73	\$23.27	\$256.00
1407	108	52	\$263.08	\$26.31	\$289.39
1408	109	49	\$247.90	\$24.79	\$272.69
1409	110	84	\$424.98	\$42.50	\$467.48
1501	111	59	\$298.50	\$29.85	\$328.35
1502	112	84	\$424.98	\$42.50	\$467.48
1503	113	49	\$247.90	\$24.79	\$272.69
1504	114	50	\$252.96	\$25.30	\$278.26
1505	115	79	\$399.68	\$39.97	\$439.65
1506	116	46	\$232.73	\$23.27	\$256.00
1507	117	52	\$263.08	\$26.31	\$289.39
1508	118	49	\$247.90	\$24.79	\$272.69
1509	119	84	\$424.98	\$42.50	\$467.48
1601	120	59	\$298.50	\$29.85	\$328.35
1602	121	84	\$424.98	\$42.50	\$467.48
1603	122	49	\$247.90	\$24.79	\$272.69
1604	123	50	\$252.96	\$25.30	\$278.26
1605	124	79	\$399.68	\$39.97	\$439.65
1606	125	46	\$232.73	\$23.27	\$256.00
1607	126	52	\$263.08	\$26.31	\$289.39
1608	127	49	\$247.90	\$24.79	\$272.69
1609	128	84	\$424.98	\$42.50	\$467.48
1701	129	59	\$298.50	\$29.85	\$328.35
1702	130	84	\$424.98	\$42.50	\$467.48
1703	131	49	\$247.90	\$24.79	\$272.69
1704	132	50	\$252.96	\$25.30	\$278.26
1705	133	79	\$399.68	\$39.97	\$439.65

1706	134	46	\$232.73	\$23.27	\$256.00
1707	135	52	\$263.08	\$26.31	\$289.39
1708	136	49	\$247.90	\$24.79	\$272.69
1709	137	84	\$424.98	\$42.50	\$467.48
1801	138	59	\$298.50	\$29.85	\$328.35
1802	139	84	\$424.98	\$42.50	\$467.48
1803	140	49	\$247.90	\$24.79	\$272.69
1804	141	50	\$252.96	\$25.30	\$278.26
1805	142	79	\$399.68	\$39.97	\$439.65
1806	143	46	\$232.73	\$23.27	\$256.00
1807	144	52	\$263.08	\$26.31	\$289.39
1808	145	49	\$247.90	\$24.79	\$272.69
1809	146	84	\$424.98	\$42.50	\$467.48
1901	147	59	\$298.50	\$29.85	\$328.35
1902	148	84	\$424.98	\$42.50	\$467.48
1903	149	49	\$247.90	\$24.79	\$272.69
1904	150	50	\$252.96	\$25.30	\$278.26
1905	151	79	\$399.68	\$39.97	\$439.65
1906	152	46	\$232.73	\$23.27	\$256.00
1907	153	52	\$263.08	\$26.31	\$289.39
1908	154	49	\$247.90	\$24.79	\$272.69
1909	155	84	\$424.98	\$42.50	\$467.48
2001	156	59	\$298.50	\$29.85	\$328.35
2002	157	84	\$424.98	\$42.50	\$467.48
2003	158	49	\$247.90	\$24.79	\$272.69
2004	159	50	\$252.96	\$25.30	\$278.26
2005	160	79	\$399.68	\$39.97	\$439.65
2006	161	46	\$232.73	\$23.27	\$256.00
2007	162	52	\$263.08	\$26.31	\$289.39
2008	163	49	\$247.90	\$24.79	\$272.69
2009	164	84	\$424.98	\$42.50	\$467.48
2101	165	59	\$298.50	\$29.85	\$328.35
2102	166	84	\$424.98	\$42.50	\$467.48
2103	167	49	\$247.90	\$24.79	\$272.69
2104	168	50	\$252.96	\$25.30	\$278.26
2105	169	79	\$399.68	\$39.97	\$439.65
2106	170	46	\$232.73	\$23.27	\$256.00
2107	171	52	\$263.08	\$26.31	\$289.39
2108	172	49	\$247.90	\$24.79	\$272.69
2109	173	84	\$424.98	\$42.50	\$467.48
2201	174	59	\$298.50	\$29.85	\$328.35
2202	175	84	\$424.98	\$42.50	\$467.48
2203	176	49	\$247.90	\$24.79	\$272.69
2204	177	50	\$252.96	\$25.30	\$278.26
2205	178	79	\$399.68	\$39.97	\$439.65
2206	179	46	\$232.73	\$23.27	\$256.00
2207	180	52	\$263.08	\$26.31	\$289.39
2208	181	49	\$247.90	\$24.79	\$272.69

2209	182	84	\$424.98	\$42.50	\$467.48
2301	183	59	\$298.50	\$29.85	\$328.35
2302	184	84	\$424.98	\$42.50	\$467.48
2303	185	49	\$247.90	\$24.79	\$272.69
2304	186	50	\$252.96	\$25.30	\$278.26
2305	187	79	\$399.68	\$39.97	\$439.65
2306	188	46	\$232.73	\$23.27	\$256.00
2307	189	52	\$263.08	\$26.31	\$289.39
2308	190	49	\$247.90	\$24.79	\$272.69
2309	191	84	\$424.98	\$42.50	\$467.48
2401	192	59	\$298.50	\$29.85	\$328.35
2402	193	84	\$424.98	\$42.50	\$467.48
2403	194	49	\$247.90	\$24.79	\$272.69
2404	195	50	\$252.96	\$25.30	\$278.26
2405	196	79	\$399.68	\$39.97	\$439.65
2406	197	46	\$232.73	\$23.27	\$256.00
2407	198	52	\$263.08	\$26.31	\$289.39
2408	199	49	\$247.90	\$24.79	\$272.69
2409	200	84	\$424.98	\$42.50	\$467.48
2501	201	59	\$298.50	\$29.85	\$328.35
2502	202	84	\$424.98	\$42.50	\$467.48
2503	203	49	\$247.90	\$24.79	\$272.69
2504	204	50	\$252.96	\$25.30	\$278.26
2505	205	79	\$399.68	\$39.97	\$439.65
2506	206	46	\$232.73	\$23.27	\$256.00
2507	207	52	\$263.08	\$26.31	\$289.39
2508	208	49	\$247.90	\$24.79	\$272.69
2509	209	84	\$424.98	\$42.50	\$467.48
2601	210	59	\$298.50	\$29.85	\$328.35
2602	211	84	\$424.98	\$42.50	\$467.48
2603	212	49	\$247.90	\$24.79	\$272.69
2604	213	50	\$252.96	\$25.30	\$278.26
2605	214	79	\$399.68	\$39.97	\$439.65
2606	215	46	\$232.73	\$23.27	\$256.00
2607	216	52	\$263.08	\$26.31	\$289.39
2608	217	49	\$247.90	\$24.79	\$272.69
2609	218	84	\$424.98	\$42.50	\$467.48
2701	219	84	\$424.98	\$42.50	\$467.48
2702	220	85	\$430.04	\$43.00	\$473.04
2703	221	79	\$399.68	\$39.97	\$439.65
2704	222	46	\$232.73	\$23.27	\$256.00
2705	223	52	\$263.08	\$26.31	\$289.39
2706	224	49	\$247.90	\$24.79	\$272.69
2707	225	84	\$424.98	\$42.50	\$467.48
2801	226	84	\$424.98	\$42.50	\$467.48
2802	227	85	\$430.04	\$43.00	\$473.04
2803	228	79	\$399.68	\$39.97	\$439.65
2804	229	46	\$232.73	\$23.27	\$256.00

2805	230	88	\$445.21	\$44.52	\$489.74
2806	231	84	\$424.98	\$42.50	\$467.48
2901	232	87	\$440.16	\$44.02	\$484.17
2902	233	85	\$430.04	\$43.00	\$473.04
2903	234	86	\$435.10	\$43.51	\$478.61
2904	235	46	\$232.73	\$23.27	\$256.00
2905	236	88	\$445.21	\$44.52	\$489.74
2906	237	84	\$424.98	\$42.50	\$467.48
3001	238	87	\$440.16	\$44.02	\$484.17
3002	239	85	\$430.04	\$43.00	\$473.04
3003	240	86	\$435.10	\$43.51	\$478.61
3004	241	88	\$445.21	\$44.52	\$489.74
3005	242	86	\$435.10	\$43.51	\$478.61
3101	243	87	\$440.16	\$44.02	\$484.17
3102	244	85	\$430.04	\$43.00	\$473.04
3103	245	86	\$435.10	\$43.51	\$478.61
3104	246	88	\$445.21	\$44.52	\$489.74
3105	247	86	\$435.10	\$43.51	\$478.61
TOTAL		15,819	\$80,032.33	\$8,003.23	\$88,035.56

EXHIBIT G-2
FORM OF CONTRACT OF PURCHASE AND SALE (POST-STRATA PLAN FILING)

See attached.

Strata Lot No. _____ / Unit No. _____

**ARTESIA
AGREEMENT OF PURCHASE AND SALE**

"Vendor": **QUALEX-LANDMARK ORCHARD LIMITED PARTNERSHIP and
QUALEX-LANDMARK ORCHARD HOLDINGS LTD.**
1910-400 Burrard Street, Vancouver, BC, V6C 3A6 Tel: (604) 683-5152

"Purchaser"*

<u>First, Last</u>	<u>First, Last</u>
<u>Address:</u>	<u>Address:</u>
<u>City:</u>	<u>City:</u>
<u>Prov/Postal</u>	<u>Prov/Postal</u>
<u>Telephone:</u>	<u>Telephone:</u>
<u>E-mail:</u>	<u>E-mail:</u>
Purchaser is a resident of _____ (Country)	Purchaser is a resident of _____ (Country)
The Purchaser certifies that the Purchaser ☐ is / ☐ is not a resident of Canada for the purposes of the <i>Income Tax Act</i> of Canada.	
Occupation or principal business: _____	Occupation or principal business: _____
<u>Date of Birth (if individual):</u>	<u>Date of Birth (if individual):</u>

(collectively, the **"Purchaser"**)

* If the Purchaser is a corporation, then a copy of the corporate record which sets out the power to bind the corporation (such as the articles of incorporation that set out the officers and/or other persons duly authorized to sign on behalf of the corporation) must be provided to the Vendor within 30 days of the Vendor's acceptance of this offer.

The Purchaser hereby offers to purchase Suite No. _____ located at 5685 Halley Avenue, Burnaby, British Columbia, which is legally described as Strata Lot No. _____ District Lot 34 Group 1 New Westminster District Strata Plan EPS11556, together with an interest in the common property in proportion to the unit entitlement of the strata lots as shown on Form V (the **"Strata Lot"**). The purchase of the Strata Lot shall include an assignment of the interest of a parking company controlled by the Vendor pursuant to the form of Assignment of Parking Stall and Storage Locker attached as Exhibit "J" to the Disclosure Statement for the exclusive use and possession of:

- (a) _____ parking stall(s); and
- (b) one storage locker.

The Vendor reserves the right to determine, in its sole discretion, the location of any parking stall(s) and/or storage locker(s) allocated to the Purchaser, without consultation with the Purchaser.

The purchase price excluding GST (the **"Purchase Price"**) for the Strata Lot is: \$_____.

Vendor's Initials		Purchaser's Initials	

Strata Lot No. _____ / Unit No. _____

The Purchase Price shall be paid by the Purchaser as follows:

- a) **DEPOSIT of \$15,000** (the "**Initial Deposit**") upon execution of this Agreement of Purchase and Sale (this "**Agreement**") by the Purchaser. **\$15,000**
- b) **SECOND DEPOSIT** in the amount necessary to increase the Initial Deposit to **5%** of the Purchase Price (the "**Second Deposit**") within **seven (7) days** of acceptance of this Agreement by the Vendor. \$ _____
- (the Initial Deposit and Second Deposit shall be together referred to in this agreement as the "**Deposit**")
- f) **BALANCE OF PURCHASE PRICE** on the Completion Date (as defined in and subject to the additional terms and conditions set out in Schedule "A"). \$ _____
- (Excluding GST)

Each payment comprising the Deposit shall be paid to Dentons Canada LLP (the "**Vendor's Solicitors**"), in trust.

The "Completion Date" shall be _____, 202__ OR, if no date is specified, the "Completion Date" shall be the date established pursuant to Section 2.1 of Schedule A to this Agreement of Purchase and Sale.

The Purchaser acknowledges that prior to executing this Agreement of Purchase and Sale, the Purchaser received a copy of the Disclosure Statement dated January 14, 2022 and any amendments thereto (collectively, the "**Disclosure Statement**") and the Purchaser had a reasonable opportunity to read the Disclosure Statement.

_____ [Purchaser(s) Initials]

The Purchaser hereby offers to purchase the Strata Lot on the foregoing conditions and upon the terms and conditions set out in Schedule "A" attached hereto which forms an integral part hereof. This Agreement is open for acceptance until 8:00 o'clock am/pm on _____, 202__ and upon acceptance by the Vendor by signing a copy of this Agreement, there shall be a binding agreement of purchase and sale on the terms and conditions herein contained subject only to the Purchaser's option to cancel this Agreement as contained in Section 1.1 of Schedule A to this Agreement.

DATED AT _____, British Columbia, this ____ day of _____, 202__

Witness (as to all signatures)

Purchaser

Purchaser

This Agreement is accepted by QUALEX-LANDMARK ORCHARD LIMITED PARTNERSHIP and QUALEX-LANDMARK ORCHARD HOLDINGS LTD. who hereby acknowledge receipt of the above-mentioned Initial Deposit and hereby accept the Purchaser's offer in this Agreement on this ____ day of _____, 202__ and agrees to sell the Strata Lot to the Purchaser in accordance with this Agreement.

QUALEX-LANDMARK ORCHARD LIMITED PARTNERSHIP **QUALEX-LANDMARK ORCHARD HOLDINGS LTD.**
by its general partner **QUALEX-LANDMARK ORCHARD**
GP 1 LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

ARTESIA
SCHEDULE "A"
ADDITIONAL TERMS AND CONDITIONS

1.0 DEPOSIT

1.1 Each and every payment comprising the Deposit shall be paid to the Vendor's Solicitors, in trust, and shall be held and paid in accordance with this Agreement. Notwithstanding the foregoing, the Vendor may, at its sole option, wait to forward the Initial Deposit to the Vendor's Solicitors until the 7 day rescission period under Section 21 of the *Real Estate Development Marketing Act* ("REDMA") has expired. All payments on account of the Deposit must be made by certified cheque or bank draft. The Purchaser acknowledges that the amount of the Deposit is fair and reasonable in light of the length of time between the respective dates for payment of the Deposit and the Completion Date and the changing real estate market conditions.

1.2 In respect of the Deposit, the Vendor's Solicitors are authorized by the Vendor and the Purchaser:

- (a) to invest such amount in an interest bearing certificate issued by, or a deposit account of, any Canadian chartered bank or other reputable financial institution selected by the Vendor's Solicitors; and
- (b) unless precluded by Court order and subject to the provisions of REDMA, to pay the deposit:
 - (i) to the Purchaser within 10 business days after receipt by the Vendor's Solicitors of a copy of the written notice to the Purchaser or the Purchaser's Solicitor from the Vendor cancelling this Agreement in accordance with Section 4.6, Section 5.1 or Section 9.1 and evidence that such notice was given to the Purchaser or the Purchaser's Solicitor;

or, if no such notice and evidence have been received, then:

- (ii) to the Vendor on account of the Purchase Price concurrently with the completion of the sale and purchase contemplated by this Agreement, upon receipt of the written certification from the Vendor required in accordance with Section 18(3) of REDMA;
- (iii) to the Purchaser as liquidated damages and as the Purchaser's sole remedy if the purchase and sale contemplated by this Agreement is not completed by reason of the Vendor's default hereunder;
- (iv) to the Vendor if the Purchaser fails to pay a subsequent Deposit amount or balance of the Purchase Price when required in accordance with this Agreement, upon receipt of the written certification from the Vendor as required in accordance with Section 18(4) of REDMA, without prejudice to any other right or remedy of the Vendor and subject to Section 9.1. In such case, the Vendor may at its election, retain the Deposit and accrued interest thereon as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor. The Vendor reserves the right to claim for further damages. For greater certainty, for the purposes of Section 18(4) of REDMA, if the Purchaser fails to pay a subsequent Deposit or balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement, and if the Vendor makes such election, the amount of the Deposit is forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written certification that the Purchaser has failed to pay a subsequent Deposit and the Vendor's Solicitors may pay the Deposit to the Vendor under this Section notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser; or
- (v) to the Vendor if the Purchaser is in breach of any covenant or obligation hereunder, including without limitation the covenants and obligations of the Purchaser set out in Sections 4.6 and 8.0, or the purchase and sale contemplated by this Agreement is not completed by reason of the Purchaser's default hereunder, without prejudice to any other right or remedy of the Vendor and subject to Section 9.1. In such case, the Vendor may at its election, retain the Deposit and accrued interest thereon as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor. The Vendor reserves the right to claim for further damages. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written certification that the Purchaser is in breach of a covenant or obligation hereunder and the Vendor's Solicitors may pay the Deposit to the Vendor under this Section notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser.

Vendor's Initials		Purchaser's Initials	

Strata Lot No. _____ / Unit No. _____

1.3 The Purchaser and the Vendor acknowledge and agree that the authority of the Vendor's Solicitors in respect of the Deposit as set out in this Agreement is subject to the provisions of REDMA and that the Vendor's Solicitors may not pay the Deposit to the Purchaser or the Vendor except in accordance with the provisions of REDMA.

1.4 The interest, if any, accrued on the Deposit will be for the account of and paid to the Vendor, unless otherwise stated herein.

1.5 Notwithstanding the foregoing, in the event the Vendor enters into a Deposit Protection Contract (as defined in REDMA), the Vendor's Solicitors shall be entitled to release the Deposit to the Vendor upon receipt of the original or a true copy of the Deposit Protection Contract from the insurer. In such case, the Vendor may use the Deposit for purposes related to the development in which the Strata Lot forms a part known as Artesia (the "**Development**"), including without limitation, the construction and marketing of the Development in accordance with the provisions of REDMA. For greater certainty and notwithstanding anything contained herein, in the event the Vendor enters into a Deposit Protection Contract and the Deposit is released to the Vendor in accordance with such Deposit Protection Contract, the Purchaser shall not be entitled to any interest on the Deposit.

2.0 COMPLETION DATE

2.1 The Purchaser will pay the balance of the Purchase Price for the Strata Lot subject to customary adjustments on the Completion Date (as defined hereafter) by certified solicitor's trust cheque or bank draft payable to the Vendor's Solicitors in trust as provided in Section 10.11 and in accordance with Section 4.3. The "Completion Date" shall be the date specified on the second page of this Agreement, and if no completion date is specified on the second page of this Agreement, then the "Completion Date" shall be a date established by the Vendor and set out in a written notice (the "**Completion Date Notice**") to the Purchaser or the Purchaser's Solicitor which shall be a minimum of seven (7) days after the date on which the Vendor has delivered the Completion Date Notice to the Purchaser or the Purchaser's Solicitor. The Completion Date shall be after the date that the City of Burnaby has given permission to occupy the Strata Lot. For the purposes of this section, permission to occupy the Strata Lot means the initial permission given by the City of Burnaby (the "**Occupancy Permit**"), whether such permission is temporary, conditional or final and refers to the occupation of the Strata Lot only and not to the occupation of other strata lots in the Development, the common property of the Development (the "**Common Property**") or any other portion of the Development. The Completion Date Notice delivered by the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor (if applicable) 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, then the Vendor may delay the Completion Date from time to time as required, by notice of such delay to the Purchaser or the Purchaser's Solicitor.

3.0 Intentionally Deleted.

4.0 CLOSING PROCEDURE

4.1 Preparation of Closing Documents. The Purchaser will cause the Purchaser's Solicitor to prepare the documents necessary to complete the conveyance of title to the Strata Lot into the name of the Purchaser and the Purchaser's Solicitor shall deliver to the Vendor's Solicitors at least three (3) business days prior to the Completion Date a Freehold Transfer in Form A as prescribed under the Land Title Act in respect of the Strata Lot in registrable form (the "**Transfer**") for the purpose of execution or approval as appropriate. The Purchaser shall bear all costs of preparation and registration of such closing documents and delivery of the purchase monies to the Vendor.

4.2 Return of Closing Documents. On or before the Completion Date, the Vendor's Solicitors will deliver to the Purchaser's Solicitor the following:

- (a) the Transfer, duly executed by the Vendor and in registrable form;
- (b) the Vendor's Statement of Adjustments, which shall be prepared by the Vendor; and
- (c) any documents relating to the allocation of the parking stall(s) and/or storage area(s), if applicable, duly executed as required.

4.3 Acceptance and Registration of Transfer. The Purchaser's Solicitor will be responsible for submitting the Transfer to the Land Title Office and upon acceptance of the Transfer for registration at the Land Title Office and upon receipt of a satisfactory post lodging index search in the Land Title Office showing that the Transfer will be registered subject only to the encumbrances contemplated in the Disclosure Statement and Section 4.4 hereof and any financing arranged by the Purchaser, the Purchaser will cause the Purchaser's Solicitor to pay the balance of the funds necessary to complete the purchase and sale of the Strata Lot as set out on the Statement of Adjustments (the "**Closing Funds**") to the Vendor's Solicitors. The Purchaser will ensure that the Closing Funds will be available to the Vendor's Solicitors not later than 3:00 p.m. (Pacific Standard Time) on the Completion Date. The Purchaser will be deemed to have conclusively accepted the state of title to the Strata Lot delivered on the Completion Date in accordance with this Section 4.3. The Vendor shall not be obliged to execute or cause to be executed a transfer of the Strata Lot in favour of any party other than the Purchaser.

Vendor's Initials		Purchaser's Initials	

Strata Lot No. _____ / Unit No. _____

4.4 Vendor's Financing and Builders Lien Claims. The Transfer may be subject to:

- (a) financing arranged by the Vendor in connection with the construction of the Development; and
- (b) any builder's lien claims,

provided that the Vendor's Solicitors undertake to clear title of all such encumbrances within a reasonable period of time after receiving the Closing Funds. The Purchaser acknowledges that the Vendor's financing may remain as a charge against the common property of the Strata Corporation 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.

4.5 Purchaser's Financing. If the Purchaser is relying upon a new mortgage to finance the Purchase Price (the "**Mortgage**"), 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 Mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Purchaser:

- (a) makes available for tender to the Vendor that portion of the Purchase Price not secured by the Mortgage;
- (b) fulfils all the conditions of the mortgagee under the Mortgage (the "**Mortgagee**") for funding except lodging the Mortgage for registration; and
- (c) makes available to the Vendor a lawyer's or notary public's undertaking to pay the Purchase Price upon the lodging of the Transfer and the Mortgage documents and the advance by the Mortgagee of the Mortgage proceeds.

4.6 No Delay of Closing. The Purchaser covenants and agrees that it will not under any circumstances (including without limitation exceptional circumstances) take any action or cause any action to be taken which may hinder or delay the completion of the sale of the Strata Lot in accordance with the terms of this Agreement or the completion of the sale of any other strata lot in the Development. In the event the Purchaser breaches the provisions of this Section 4.6, the Vendor may, in its sole and absolute discretion, cancel this Agreement by written notice to the Purchaser or the Purchaser's Solicitor and in such event the Deposit paid by the Purchaser and any interest accrued thereon will be absolutely forfeited to the Vendor in accordance with Section 1.2(b)(v) without prejudice to its other remedies and which amount the Vendor will be entitled to be paid upon written demand therefore by the Vendor. The Vendor may so cancel this Agreement at any time during the continuance of or following the default by the Purchaser under this Section 4.6.

5.0 RISK, ADJUSTMENT AND POSSESSION

5.1 Risk. The Strata Lot and all other items included in the purchase contemplated herein will be and remain at the risk of the Vendor until 12:01 a.m. (Pacific Standard Time) on the Completion Date and after that time the Strata Lot and included items shall be at the risk of the Purchaser.

In the event of material damage to the Strata Lot and/or the Development as determined by the Vendor occurring before the passage of risk to the Purchaser, the Vendor may, at the Vendor's option, by written notice to the Purchaser or the Purchaser's Solicitor cancel this Agreement whereupon the Purchaser will be entitled to the repayment of the Deposit together with interest accrued thereon, if any, and the Vendor shall have no further liability whatsoever to the Purchaser by reason of or in respect of such cancellation or otherwise under this Agreement. In the event the Vendor does not cancel this Agreement pursuant to this Section 5.1:

- (a) the Purchaser will complete the purchase on the Completion Date; and
- (b) the amount of any insurance proceeds in connection with loss or damage to the Strata Lot occurring prior to the passing of risk and not applied by the Vendor or the insurer to the cost of repairs, will be assigned and will be payable to the Purchaser.

For the purpose of this Section 5.1, "material damage" means loss or damage to or destruction of the Strata Lot and/or the Development to such an extent that, in the reasonable opinion of the Vendor, the repair thereof cannot be substantially completed within 60 days.

In the event of any damage to the Strata Lot occurring after the passage of risk to the Purchaser as a result of any natural or manmade disaster including, without limitation, fire, water damage, explosion or accident, howsoever caused, flood, earthquake, act of god, climatic conditions or terrorist attack, the Purchaser hereby waives any claim it has or ever may have against the Vendor in respect of such damage. This waiver does not merge on the Completion Date and may be pleaded by the Vendor as a complete defence to any objection raised by the Purchaser in this regard.

5.2 Adjustments. The Purchaser will assume and pay all taxes, rates, assessments, maintenance fees and other charges, including all contributions levied against the Strata Lot, and will be entitled to receive all income relating to the Strata Lot from and including the Completion Date and all adjustments, both incoming and outgoing of whatsoever

Vendor's Initials			Purchaser's Initials	

Strata Lot No. _____ / Unit No. _____

nature in respect of the Strata Lot will be made as of the Completion Date and the balance of the Purchase Price due on the Completion Date will be adjusted accordingly. In addition, the Purchaser will remit to the Vendor's Solicitors on the Completion Date together with the Closing Funds the maintenance fees in respect of the Strata Lot for the period from and including the Completion Date to and including the last day of the second full month following the Completion Date and the Vendor will cause the Vendor's Solicitors to forward such fees directly to the property management company for The Owners, Strata Plan EPS11556 (the "**Strata Corporation**"). If the amount of any such taxes, rates or assessments has been levied in respect of the Lands, the amount applicable to the Strata Lot will be prorated in the proportion that either:

- (a) the Unit Entitlement figure assigned to the Strata Lot bears to the aggregate Unit Entitlement figure for all strata lots in the Development, as shown on the Form V under the *Strata Property Act* (British Columbia); or
- (b) the value assigned to the Strata Lot bears to the aggregate value of all strata lots in the Development to be calculated by the Vendor based on the relative market value of the strata lots as determined by the Vendor, acting reasonably, with reference to the Vendor's initial price list for the strata lots,

as determined by the Vendor in its sole and absolute discretion.

5.3 Possession. 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 in accordance with Section 4.3, the Purchaser will have vacant possession of the Strata Lot at 12:01 p.m. (Pacific Standard Time) on the day following the Completion Date.

6.0 CONSTRUCTION

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

6.2 Included Items. The Vendor will complete construction of the Strata Lot in a good and workmanlike manner by the Completion Date subject to Section 3.3 and the Strata Lot shall include: (a) a refrigerator; (b) cooktop; (c) oven; (d) hood fan and microwave oven, or combination thereof; (e) dishwasher; (f) washer and dryer; and (g) a heating unit, which may be a fan coil and energy recovery ventilator unit, or combination thereof. The Purchase Price does not include decorator items as shown in the display areas.

6.3 Inspection; Deficiencies. Neither the Purchaser nor the Purchaser's agents or representatives will be permitted to inspect the Strata Lot or to enter the development prior to the Completion Date unless invited by the Vendor at its sole discretion. 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 an 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 subject only to the listed 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 except for the purpose of this inspection prior to the Completion Date, except with the express written authorization of the Vendor. If the Purchaser fails to inspect the Strata Lot as required, or fails to sign the list of Deficiencies, or if there is any dispute as to Deficiencies, the project architect for the Development (the "**Project Architect**") shall settle the list of 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 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 Deficiencies on the Completion Date, such Deficiencies shall not permit the Purchaser to elect not to complete the purchase of the Strata Lot nor delay closing, and there will be no holdback from the Closing Funds in respect of any alleged Deficiency which may exist on the Completion Date. To the extent an alleged Deficiency is determined by the third party warranty provider providing the new home warranty for the Strata Lot and the Development not to be an actual Deficiency under its warranty, the Purchaser shall have no further claim as against the Vendor in respect of such alleged Deficiency. The Purchaser agrees that it is purchasing the Strata Lot on an as-is where is basis, subject only to the Developer's obligation to remedy the Deficiencies in accordance with this Section 6.3.

6.4 Intentionally Deleted.

6.5 Intentionally Deleted.

Vendor's Initials			Purchaser's Initials	

Strata Lot No. _____ / Unit No. _____

7.0 PURCHASER'S ACKNOWLEDGEMENTS; LIMIT OF LIABILITY

7.1 The Purchaser by the execution of this Agreement acknowledges and agrees that:

- (a) the provisions of the Disclosure Statement and the terms of this Agreement are the terms under which the Strata Lot is sold and purchased;
- (b) the Purchaser is aware that the monthly strata corporation assessment as set out in the Disclosure Statement is an estimate only;
- (c) the Vendor's presentation centre (the "**Presentation Centre**") and the representations of any display in the Presentation Centre or display materials shown by the Vendor's selling agent are representative of the general finishing and design style of particular unrelated suite components intended for the Development only. Actual design, specifications, materials, finishing, features, room dimensions, room configurations and layouts may vary;
- (d) the images and view representations in the Presentation Centre, including any display centre mock-ups or models, and in the marketing materials, renderings, advertising and Web sites for the Development are not actual and are intended only to convey the general character of the neighbourhood in which the Development will be situated and the general view outlooks that may be available from various locations within the completed Development. View representations cannot be relied upon to be representative of actual views available from any perspective within the completed Development;
- (e) any natural materials used in the finishing of the Strata Lot, including without limitation, stone, granite and wood, may have conspicuous variations in colour, grain, vein, texture, pattern, size, permeability and stain resistance and any such variations are merely characteristics of the respective material and will not be considered as Deficiencies in the Strata Lot;
- (f) the Purchaser is aware that the Strata Lot is surrounded by other strata lots, Common Property and common facilities. There will be noise transmissions between floors and other strata lots as well as from Common Property and common facilities within the Development and from the general environment external to the Development. The Purchaser hereby accepts that such noise transmission is expected and hereby waives any claim the Purchaser has or may have against the Vendor, the City of Burnaby or other entities, as the case may be, in respect of noise and vibration transmission;
- (g) the Strata Lot may be in the vicinity of Common Property, commercial/retail space, recreational facilities, service facilities, or other such facilities and that noise, vibration, light and/or odours emanating from such areas may be perceptible by the occupants of the Strata Lot;
- (h) the Strata Lot will be subject to external factors (including but not limited to wind, rain, snow, sun, dust, saltwater particles, insects and animals) and such factors may damage or soil the Strata Lot, the contents of the Strata Lot and/or the Common Property and/or disturb the occupants of the Strata Lot;
- (i) the Development is a part of a larger development project and there may be ongoing construction in the vicinity of the Development after the Completion Date, which may create construction debris, dust, noise and may disturb the occupants of the Strata Lot;
- (j) the Purchaser has no right to request and the Vendor is not obligated to make any customized changes to the Strata Lot. Notwithstanding the foregoing, in the event the Purchaser requests any change to the Strata Lot, the Purchaser agrees to pay all costs associated with such change plus an administration fee of \$500 plus applicable taxes each time a change is requested. For greater certainty, the Purchaser acknowledges and agrees that the administration fee is payable to the Vendor with each change request whether or not the Vendor agrees to make the requested change;
- (k) the suite and strata lot numbers assigned to the Strata Lot, the number assigned to the floor in the Development on which the Strata Lot is located and the address assigned to the Development as of the date hereof are subject to change at the discretion of the Vendor without notice or compensation to the Purchaser, and are not material to the Purchaser in proceeding with the transaction contemplated herein; and
- (l) any landscaping features relating to the Development, including but not limited to, planters and green screens, may be altered, relocated, increased, decreased, or eliminated completely or in part from the Development.

7.2 Parking Stalls and Storage Areas. The Purchaser by the execution of this Agreement acknowledges and agrees that:

Vendor's Initials			Purchaser's Initials	

Strata Lot No. _____ / Unit No. _____

- (a) the parking stalls, storage areas (including any applicable storage lockers) and enclosed spaces, if any, including the ones assigned to the Purchaser, will vary in size, shape and convenience of location; and
- (b) some parking stalls, storage areas (including any applicable storage lockers) and enclosed spaces, if any, including the ones assigned to the Purchaser, may have low ceilings to allow for, and may be partially obstructed by, columns, pipes, ducts, mechanical equipment, electrical equipment, stairs and other facilities and equipment.

7.3 Limit of Liability. Notwithstanding any provision contained herein, the Purchaser by the execution of this Agreement acknowledges and agrees that:

- (a) in the event that the Purchaser acquires any upgrades, extras or any modifications to the finishings in the Strata Lot or the right to premium parking facilities or one or more additional parking stalls (each an **"Upgrade"**) and the Purchase Price is increased to reflect such Upgrade, if such Upgrade is omitted or not provided for whatever reason on completion of the purchase and sale of the Strata Lot, the Purchaser shall be credited on the Completion Date with the amount by which the Purchase Price was increased as a result of such Upgrade and such credit shall be the limit of the Vendor's liability in connection therewith. The Purchaser agrees and acknowledges that such credit shall be the limit of the Vendor's liability in connection therewith and is deemed to be adequate compensation for the Purchaser's damages. Without limiting the generality of the foregoing, the Purchaser agrees and acknowledges that such omission will not constitute a material or fundamental change to this Agreement of Purchase and Sale, and the Purchaser may not refuse or fail to complete the purchase of the Strata Lot as a result of such omission; and
- (b) the liability of the Vendor, its affiliates, contractors, successors and assigns with respect to defects in materials, labour, the building envelope and structural matters is limited to such defects as are covered by the home warranty insurance as described in Section 5.2 of the Disclosure Statement.

8.0 ASSIGNMENT AND RIGHT OF FIRST REFUSAL

8.1 The Purchaser may not under any circumstances assign, solicit offers from the public or advertise for sale on MLS (Multiple Listing Service) or on any other public service or any other means, the Purchaser's interest in this Agreement before the Completion Date without the express written consent of the Developer, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that the Vendor may act in its sole discretion in determining whether to grant such consent and such consent may be arbitrarily withheld for any reason whatsoever by the Vendor. In the event the Vendor does consent to an assignment of the Purchaser's interest in this Agreement, no assignment by the Purchaser shall release the Purchaser from his/her obligations hereunder and it shall be a condition of such consent that the proposed assignee enter into an assignment and assumption agreement with the Vendor in a form acceptable to the Vendor. The Purchaser shall pay the Vendor an administration fee equal to 3% of the greater of: (a) Purchase Price plus applicable taxes; or (b) the assignment price paid by the assignee to the Purchaser plus applicable taxes, in respect of any assignment of this Agreement or conveyance of the Strata Lot other than to the Purchaser named herein except that where the Purchaser assigns this Agreement or conveys the Strata Lot to a spouse, parent, child, grandparent or grandchild of the Purchaser and provides evidence of such relationship satisfactory to the Vendor, the Purchaser shall only be required to pay to the Vendor an administration fee of \$3,000 plus applicable taxes. If, at the Purchaser's request, the Vendor agrees to execute a Transfer to a transferee other than the Purchaser, the Purchaser shall pay to the Vendor an administration fee of \$3,000, plus applicable taxes. The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Purchaser and the Vendor and does not create an interest in the Lands or the Strata Lot, and the Purchaser acknowledges and agrees that he/she shall not under any circumstances be entitled or become entitled to register any charge, encumbrance or notice against title to the Lands or the Strata Lot in respect of or pertaining to this Agreement, including without limitation, a certificate of pending litigation.

8.2 The Purchaser will not at any time while this Agreement is in effect assign, offer or agree to assign or accept any offer to assign its right, title and interest in this Agreement to a third party unless the Purchaser has received a bona fide written offer or agreement to assign its right, title and interest in this Agreement (the **"Assignment Offer"**) which is from a third party and the Purchaser has provided written notice to the Vendor (the **"Assignment Notice"**) enclosing the Assignment Offer stating that the Purchaser is willing to accept such Assignment Offer. The giving of the Assignment Notice shall be an offer by the Purchaser to assign the Agreement to the Vendor at the price (including any assignment fee or payment for the purpose of this Section 8.2) and on the terms specified in the Assignment Offer, which offer shall remain open for acceptance by the Vendor for a period of 7 business days following the date upon which the Assignment Notice is received by the Vendor and may not be withdrawn by the Purchaser during such period. The acceptance by the Vendor of the Purchaser's offer shall constitute a binding agreement of assignment in respect of the Agreement on the terms of the Assignment Offer. Notwithstanding the foregoing, at the Vendor's sole option, the assignment to the Vendor

Vendor's Initials		Purchaser's Initials	

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from the Purchaser pursuant to this Section 8.2 may be documented by way of a cancellation agreement rather than an assignment agreement. If the Vendor does not accept the Purchaser's offer within such 7 business day period, the Purchaser shall be free to assign the Agreement to the assignee who made the Assignment Offer pursuant to and at the price and terms specified therein but not otherwise; provided that if such assignment has not been completed within 30 business days after the date upon which the Assignment Notice was received by the Vendor then any subsequent assignment may be made only if all the requirements of this Section 8.2 are complied with, and the right of first refusal contained herein shall survive and continue in full force and effect. Any assignment to a third party pursuant to this Section 8.2 must be subject to all of the clauses in Section 8.0.

8.3 Without limiting the Vendor's discretion to approve or condition any assignment pursuant to this Section 8.0, the Vendor's consent to an assignment of the Purchaser's interest in this Agreement is subject to the Purchaser satisfying the following conditions prior to that date which is no later than four (4) weeks before the Completion Date:

- (a) the Purchaser has provided to the Vendor the applicable administrative fee payable in respect of such assignment, if applicable;
- (b) the Purchaser has provided the Vendor with all information in respect of both the Purchaser, the proposed assignee and any other party in connection with its consent to the assignment necessary in order for the Vendor to consider the request, as determined by the Vendor, including the information and records necessary or desirable to enable the Vendor to fully comply with all requirements of all applicable laws as amended from time to time, including the provisions of the *Real Estate Development Marketing Act*;
- (c) the Purchaser has delivered or caused to be delivered to the Vendor any additional documents it may require from the Purchaser, the proposed assignee and any other party in connection with its consent to the assignment; and
- (d) the Purchaser, the proposed assignee and any other applicable party have executed and delivered to the Vendor, an assignment and assumption agreement satisfactory to the Vendor in form and content.

8.4 Without in any way limiting the Vendor's discretion to withhold consent to any assignment, the Vendor hereby gives notice to the Purchaser that before the Vendor consents to an assignment of this Agreement pursuant to this Section 8.0, the Vendor will be required to collect from the Purchaser, the proposed assignee and any other party in connection with its consent to the assignment, the information and records required by all applicable laws including, without limitation, Section 20.3(2) of the *Real Estate Development Marketing Act*.

8.5 The Purchaser agrees to provide, and cause to be provided, to the Vendor the information and records of the parties to a proposed assignment required by all applicable laws including, without limitation, Section 20.3(2) of the *Real Estate Development Marketing Act*, and as necessary or requested by the Vendor to permit the Vendor to consider any requested assignment under this Section 8.0 and to comply with all applicable laws as amended from time to time and this covenant will survive the completion of the transaction contemplated by this Agreement or the termination of this Agreement. The Purchaser acknowledges and agrees that information and records collected by the Vendor (including personal information) must be reported by the Vendor to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by Section 20.5 of the *Real Estate Development Marketing Act*, and such use and disclosure includes disclosure to the Canada Revenue Agency.

8.6 Regardless of whether or not the Vendor consents in writing to an assignment of the Purchaser's interest in this Agreement, in accordance with this Section 8.0, the Purchaser will not, under any circumstances, assign the Purchaser's interest in this Agreement in a manner that qualifies as an "avoidance transaction" as such term is defined under the *Property Transfer Tax Act*.

8.7 The Purchaser hereby releases and shall indemnify the Vendor and the Vendor's directors, officers, agents, employees and representatives (collectively, the "**Released Parties**") against any damages, losses, duties, levies, fees, penalties, costs and expenses that the Released Parties may suffer or incur under any applicable laws as amended from time to time including, without limitation, the *Real Estate Development Marketing Act*, the *Property Transfer Tax Act* or any regulation thereunder in connection with an assignment of the Purchaser's interest in this Agreement or otherwise in connection with the transaction contemplated therein and this release and indemnity will not merge on closing and will survive the completion of the transaction contemplated in this Agreement or the termination of this Agreement.

8.8 Pursuant to the *Real Estate Development Marketing Act* and the *Real Estate Development Marketing Regulation*, the Vendor and the Purchaser acknowledge and agree as follows:

Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

Vendor's Initials			Purchaser's Initials	

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

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

8.9 Pursuant to the *Real Estate Development Marketing Act* and the *Real Estate Development Marketing Regulation*, the Vendor hereby gives notice to the Purchaser as follows:

NOTICE TO PURCHASER

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

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

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

8.10 For the purposes of Sections 8.8 and 8.9 above, the term "developer" shall mean the Vendor, the term "purchaser" shall mean the Purchaser and the term "purchase agreement" shall mean this Agreement.

9.0 TIME

9.1 Time is of the essence hereof, and in the event the Purchaser fails to make any payment to be made by the Purchaser on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder (including without limitation, any payment comprising the Deposit) when due, the Vendor, if not in default hereunder shall be entitled, at its option:

- (a) to cancel this Agreement by written notice to the Purchaser or the Purchaser's Solicitor and in such event the amount theretofore paid by the Purchaser (including without limitation the Deposit) and any interest accrued thereon will be absolutely forfeited to the Vendor in accordance with Sections 1.2(b)(iv) or 1.2(b)(v), as the case may be, on account of damages and not as a penalty, without prejudice to the Vendor's other remedies and which amount the Vendor will be entitled to be paid upon written demand therefor by the Vendor; or
- (b) to elect not to cancel this Agreement, in which event the Purchaser will pay to the Vendor:
 - (i) in the event of a late payment of a portion of the Deposit, in addition to the unpaid portion of the Deposit, interest on the unpaid portion of the Deposit payable hereunder at the rate of 2% per month (24% per annum) calculated daily and compounded monthly from the date upon which such portion was due to the date upon which such portion is paid; and
 - (ii) in the event of a late payment of the Closing Funds, in addition to the Closing Funds, interest on the unpaid portion of the Closing Funds payable hereunder at the rate of 2% per month (24% per annum) calculated daily and compounded monthly from the date upon which such Closing Funds were due to the date upon which the Closing Funds are paid.

The Vendor may so cancel this Agreement at any time during the continuance of the default by the Purchaser, even if the Vendor has previously elected not to cancel this Agreement. If the Purchaser's default continues beyond the extended date for payment established pursuant to Section 9.1(b), the Vendor may thereafter elect to cancel this Agreement or permit a further extension pursuant to Section 9.1(a) or Section 9.1(b), as applicable.

10.0 MISCELLANEOUS

10.1 Strata Corporation Bylaws. The Purchaser acknowledges that the strata bylaws governing the Development are not the standard bylaws set out in the *Strata Property Act* and the Purchaser is aware that such bylaws will apply to the above described Strata Lot and contain, amongst other things a provision for levying on the Strata Lot owner monthly contributions to the common expense of the Strata Corporation. The Purchaser covenants to observe and abide by the bylaws of the Strata Corporation as amended from time to time.

Vendor's Initials			Purchaser's Initials	

Strata Lot No. _____ / Unit No. _____

10.2 Vendor's Marketing and Sales. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as display suites for marketing or other purposes. The Purchaser will permit and, to extent that the Purchaser is able to do so, will cause the Strata Corporation to permit the Vendor to install signs and other marketing materials on the Common Property to market the strata lots and to carry out promotions on the Common Property. The Purchaser consents to the use of the Common Property and the display suites for marketing the strata lots and shall not revoke the Purchaser's consent for so long as the Vendor is the owner of any strata lots in the Development. Further, the Purchaser agrees that so long as the Vendor has remaining unsold strata lots in the Development, the owners of the individual Strata Lots will not vote in favour of any resolution of the Strata Corporation which would have the effect of restricting or hindering the Vendor during reasonable hours of marketing, advertising or showing such unsold Strata Lots.

10.3 Interpretation. All words in this Agreement may be read and construed in singular or plural, masculine or feminine, or body corporate, as the context requires. Where there is more than one Purchaser, the obligations of the Purchasers will be construed as joint and several obligations. Any reference to a Party includes that Party's heirs, executors, administrators, successors and assigns. All headings contained in this Agreement are included for convenience only and shall not in any manner influence the interpretation of the provisions contained herein.

10.4 Entire Agreement. This Agreement shall constitute the entire agreement between the Vendor and the Purchaser and no representations, warranties, guarantees, provisos or agreements made by any person or agent other than those contained in this Agreement (all of which will survive the Completion Date) shall be binding upon the parties hereto. This Agreement may not be altered or amended except by written agreement signed by both parties.

10.5 Schedules and Addenda. Any schedules or addenda attached to this Agreement shall form an integral part of this Agreement.

10.6 Counterparts; Electronic Delivery. Offer and acceptance of this Agreement may be in counterparts and may be evidenced by facsimile reproduction or other electronic means. Further, by execution of this Agreement, the Purchaser acknowledges and agrees that the Purchaser has provided its consent to the Vendor to permit the Vendor to provide copies of the Disclosure Statement and any amendment to the Disclosure Statement by electronic means to the Purchaser's email address specified on page 1 of this Agreement and such delivery by electronic means shall constitute a valid delivery of the Disclosure Statement or any amendment thereto to the Purchaser.

10.7 Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Vendor and Purchaser agree to attorn to the jurisdiction of the British Columbia Courts which will have the exclusive jurisdiction to determine any legal dispute arising out of this Agreement.

10.8 Taxes. The Purchase Price does not include any applicable federal or provincial taxes, goods and services tax, social services tax, harmonized sales tax (including both the provincial and federal portions thereof), property transfer tax or other sales or other value added taxes, all of which shall be payable by the Purchaser.

10.9 Registration. The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Purchaser and the Vendor and does not create an interest in the Lands or the Strata Lot, and the Purchaser acknowledges and agrees that he shall not under any circumstances be entitled or become entitled to register any charge, encumbrance or notice against title to the Lands or the Strata Lot in respect of or pertaining to this Agreement, including without limitation, a certificate of pending litigation.

10.10 Personal Information. The Purchaser hereby consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise collected by or on behalf of the Vendor and its agents, affiliates and service providers, including without limitation, the Vendor's Solicitors, for the following purposes:

- (a) to complete the transaction contemplated by this Agreement;
- (b) as may be required by the Vendor in respect of its financing in respect of the Development or the project of which this Development forms a part;
- (c) to facilitate the completion of the Development;
- (d) to permit the Vendor's Solicitors to hold the Deposit as contemplated in Section 1.0 of this Schedule "A";
- (e) warranty matters relating to the Strata Lot or the Development;
- (f) MLS Listings and Statistics;
- (g) Land Title and Survey Authority of British Columbia;
- (h) property tax assessments and compliance with governmental requirements;

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- (i) market research;
- (j) to facilitate the management of the Development, including transferring management of the Development to a property manager;
- (k) to any utility and service providers in respect of the Development, which may include, without limitation, FortisBC, Telus and Shaw;
- (l) 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
- (m) to otherwise disclose such personal information to the Vendor's affiliates, business partners, contractors and suppliers, bankers, lawyers, accountants, insurers, warranty providers, utility providers, relevant governmental authorities or agencies (including the Land Title Office and Canada Revenue Agency for tax and T-5 interest income purposes) and other advisors and consultants in furtherance of any of the foregoing purposes.

10.11 Tender. Any tender of documents or money under this Agreement may be made upon solicitor acting for the party upon whom tender is desired and money must be tendered:

- (a) in the case of payments on account of the Deposit, by personal cheque, solicitor's trust cheque or bank draft; and
- (b) in the case of the Closing Funds, by solicitor's certified trust cheque or bank draft.

In the event a payment is made on account of the Deposit and the cheque is returned NSF or a stop payment order is placed on the cheque, the Purchaser acknowledges and confirms that the Vendor may in its sole and absolute discretion cancel this Agreement or elect to complete the transaction in accordance with Section 9.1. In the event the Vendor elects to cancel this Agreement, the Vendor will not accept a replacement cheque from the Purchaser. In either event, the Purchaser will be required to pay to the Vendor a NSF/stop payment fee in the amount of \$200 plus applicable taxes within five business days of receipt of notice from the Vendor.

10.12 Notice. Any notice, including, without limitation, the Completion Date Notice (as defined in Section 2.1 hereof), may be delivered, sent by electronic facsimile transmission, email or other means of electronic communication capable of producing a printed copy or sent by prepaid registered mail posted in Canada to the Vendor or the Purchaser at the addresses, facsimile numbers or email addresses shown on page 1 of this Agreement. Any notice delivered or sent by electronic facsimile transmission, email or other means of electronic communication capable of producing a printed copy on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the day the transmission was sent successfully to the number or email address set out on page 1 of this Agreement, as the case may be. Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered. Either party may change its address for notices, deliveries and other communications by a written notice given in accordance with this provision. The Vendor shall have no duty to further verify the currency of the postal or email address or fax number of the Purchaser, and unless the Purchaser advises the Vendor, in writing, of any change to the Purchaser's postal or email address or fax number, all notices, deliveries or communications, including, without limitation, a Completion Date Notice, shall be deemed to have been received by the Purchaser in accordance with the provisions of this Section 10.12.

10.13 Costs/GST.

- (a) The Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot (including property transfer tax and any applicable taxes, including GST and any other federal or provincial sales, service, transition, 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, and any parking stall or storage areas or other extras, other than the costs of the Vendor incurred in clearing title to the Strata Lot.
- (b) The Purchaser acknowledges that GST and provincial sales taxes are, without duplication, applicable to the sale and purchase of the Strata Lot and will be payable by the Purchaser, and that the Purchaser will be solely responsible for applying to the appropriate governmental authorities in order to obtain any applicable federal or provincial new housing rebate.
- (c) The Purchaser acknowledges and agrees that the Purchase Price is exclusive of all applicable taxes, including GST and any other federal or provincial sales, service, value added or other tax and to the extent any such taxes are payable, they will be paid by the Purchaser in addition to the Purchase

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Strata Lot No. _____ / Unit No. _____

Price. For greater clarity only and without limiting the generality of the foregoing, the Purchase Price is exclusive of the 5% GST and to the extent any such taxes are payable, they will be paid by the Purchaser in addition to the Purchase Price. Provided that the Purchaser is intending on using the Strata Lot exclusively as a residence, the Purchaser may qualify for a GST Rebate. The Purchaser will be solely responsible for executing the GST New Housing Rebate Form and is solely responsible to submit said Rebate form to the Canada Revenue Agency. For further clarification, the Vendor will charge 5% GST on the Closing Date and the Purchaser will be responsible for acquiring the GST rebate if applicable and eligible.

10.14 Enurement. This Agreement is binding upon the Vendor and the Purchaser and their respective heirs, executors, administrators, successors, and permitted assigns, if any. If the Purchaser is more than one person, all obligations of the Purchaser will be joint and several.

10.15 Construction. The Purchaser acknowledges and agrees that: (i) the Vendor may continue to carry out construction work on the Development, including having access to and use of the common property of the Development, after the completion of the purchase of the Strata Lot by the Purchaser and that such work may cause inconvenience to the use and enjoyment of the Strata Lot; and (ii) for so long as the Vendor is the owner of any strata lots in the Development, the Vendor may carry out marketing and sales activities within the Development (including parking areas and other common property). The Purchaser acknowledges and agrees to release and forever discharge the Vendor from any and all damages, claims, actions, costs, expenses and charges in relation to any inconvenience to the use and enjoyment of the Strata Lot caused by the above noted construction work and marketing activities.

10.16 Agency Disclosure. Both Delta Realty Services Ltd. and YouLive Realty are licensed under the *Real Estate Services Act* and have an agency relationship solely with the Vendor and no other party to this Agreement. The Vendor reserves the right to employ further or replacement licensed real estate agents licensed under the *Real Estate Services Act* to act as agent for the Vendor to market the Development. Further, the Vendor reserves the right to use its own employees or the employees of a company related to the Vendor to market strata lots in the Development. The Vendor's employees are not licensed under the *Real Estate Services Act* and would not be acting on behalf of the Purchaser.

11.00 DISCLOSURE STATEMENT

11.01 Disclosure Statement. The Purchaser acknowledges that he or she has received a copy of the Disclosure Statement and, prior to entering into this Agreement, has been given a reasonable opportunity to read the Disclosure Statement and execution of this Agreement will constitute a receipt in respect of the Disclosure Statement. If the Vendor provided the Disclosure Statement to the Purchaser by electronic means, including, without limitation, by email, the Purchaser hereby confirms that he or she or it consented to such provision by electronic means. The Purchaser hereby consents to the Vendor providing the Purchaser with any amendment filed in respect of the Disclosure Statement by electronic means, including, without limitation, by email. The Purchaser must update his or her or its email address from time to time by written notice thereof to the Vendor in accordance Section 10.12, and the Purchaser hereby irrevocably authorizes the Vendor to deliver any amendment to the Disclosure Statement to the most recent email address provided to the Vendor only. Delivery of any amendment to the Disclosure Statement by the Vendor to the Purchaser to any email address provided to the Vendor before receipt by the Vendor of notice (with the date of receipt to be determined in accordance with Section 10.12 of such updated email address will constitute full and adequate delivery and the Vendor will not be under any obligation to deliver such amendment to such updated email address. The Purchaser will, from time to time, forthwith upon receipt from the Vendor of a copy of any such amendment to the Disclosure Statement, execute and deliver to the Vendor a receipt, in a form to be provided by the Vendor, pursuant to which the Purchaser confirms that he or she or it has received a copy of such amendment to Disclosure Statement.

Vendor's Initials			Purchaser's Initials	

EXHIBIT I
PARKING STALL AND STORAGE AREA LEASE

See attached.

ARTESIA
PARKING STALL / STORAGE AREA LEASE

THIS LEASE made as of the 10th day of September, 2025,

AMONG:

QUALEX-LANDMARK ORCHARD HOLDINGS LTD.

(the “**Nominee**”)

QUALEX-LANDMARK ORCHARD LIMITED PARTNERSHIP

Both of Suite 670 – 999 Canada Place, Vancouver, British Columbia V6C 3E1

(the “**Beneficial Owner**” and together with the Nominee, the “**Owner**”)

AND:

QUALEX-LANDMARK LIVING PARKING LTD.

Suite 670 – 999 Canada Place, Vancouver, British Columbia V6C 3E1

(the “**Tenant**”)

WHEREAS:

A. The Nominee is the registered owner of certain lands and premises located in Burnaby, British Columbia, and legally described as:

PID: 031-519-563

Lot A District Lot 34 Group 1 New Westminster District Plan EPP110401, Except Air Space Plan EPP143095

(the “**Lands**”),

and the Nominee holds the Lands as nominee, agent and bare trustee for the Beneficial Owner as the sole beneficial owner of the Lands;

B. The Owner has agreed to lease to the Tenant all of the residential parking stalls (collectively, the “**Residential Stalls**”) and all of the storage areas (including the bicycle storage areas and facilities) (collectively, the “**Storage Areas**”) located within the parking facility on the Lands (the “**Parking Facility**”), all as shown outlined in heavy black line on the parking/storage area plans registered under Plan number EPP147720 (the “**Parking/Storage Area Plan**”), a reduced copy of which is attached hereto as Schedule “A”, all on the terms and conditions set out in this Lease and with the right of the Tenant to grant partial assignments of this Lease pertaining to particular Residential Stalls and Storage Areas;

C. The following Residential Stalls are designed for accessible use in accordance with the requirements of the City of Burnaby:

- (i) Accessible Stalls on the P2 Level of the Parking Facility: 56, 57, 58, 59, 60, 63, 64, 68, 69, 70;
- (ii) Accessible Stalls on the P3 Level of the Parking Facility: 143, 144, 145, 146, 147, 151, 152, 160, 162, 163
- (iii) Accessible Stalls on the P4 Level of the Parking Facility: 224, 225, 226, 227, 228, 232, 233, 241, 243, 244

(collectively, the “**Accessible Stalls**”);

D. After entering into this Lease, the Owner proposes to subdivide the Lands by means of a strata plan (the “**Strata Plan**”) pursuant to the *Strata Property Act* (British Columbia) to create a strata development (the “**Strata Development**”);

E. The Strata Plan will designate the Residential Stalls and the Storage Areas as common property of the strata corporation (the “**Strata Corporation**”) formed upon the deposit for registration of the Strata Plan in the appropriate Land Title Office; and

F. Each of the parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease and, if applicable, a document securing or evidencing this Lease.

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

1.0 GRANT AND TERM

1.1 Grant

The Owner hereby leases to the Tenant for the Term (as defined in Section 1.2) all of the areas as shown outlined in heavy black line on the Parking/Storage Area Plan, including without limitation, the Residential Stalls and the Storage Areas located therein (collectively, the “**Leased Area**”).

1.2 Term

The term (the “**Term**”) of this Lease will commence on September 10, 2025 and terminate on the earliest of the following dates:

- (a) the date the Strata Corporation is dissolved;
- (b) the date the registrar of the appropriate Land Title Office makes an order under section 275 of the *Strata Property Act* for cancellation of the Strata Plan; and
- (c) December 31, 3010.

1.3 Rent

The parties to this Lease acknowledge that the sum of \$10.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner by the Tenant for the use and enjoyment of the Leased Area.

1.4 Acknowledgment

The Owner and the Tenant acknowledge and agree that, notwithstanding any other provision of this Lease:

- (a) the Owner may enter into agreements with the purchasers of strata lots within the Strata Development whereby the Owner will agree to provide one or more Residential Stalls and/or Storage Areas to such purchasers in exchange for the payment of certain amounts agreed to by the Owner and such purchasers, and that such amounts will be paid to, and be the absolute property of the Owner;
- (b) the Tenant will, as and when directed to do so by the Owner, grant partial assignments of this Lease in respect of such Residential Stalls and/or Storage Areas in accordance with Section 4.0 as may be designated by the Owner to purchasers of strata lots in the Strata Development in exchange for the payment of certain amounts agreed to by the Owner and such purchasers, and that such amounts will be paid to, and be the absolute property of, the Owner; and
- (c) the Owner will reimburse the Tenant for any costs incurred in connection with the Lease and any related option to lease.

This provision will not in any manner be construed or interpreted as giving the Strata Corporation, as assignee of the Owner pursuant to an assignment of this Lease by the Owner and an assumption of this Lease by the Strata Corporation, the right to cause or direct the Tenant to grant partial assignments in respect of any Residential Stall or Storage Lockers, or to any payments or amounts from purchasers of strata lots in respect of Residential Stall or Storage Lockers.

2.0 SUBDIVISION BY STRATA PLAN

2.1 Strata Plan

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

- (a) continue to run with and bind each subdivided parcel which contains a Residential Stall and/or a Storage Area; and
- (b) be automatically assumed by the Strata Corporation as the representative of the owners of strata lots within the Strata Development, at which time the Owner will be absolutely released from any obligations or liabilities hereunder,

provided however, that the Strata Corporation shall not have any rights pursuant to Section 1.4 and shall not be entitled to receive any payments or amounts from purchasers of strata lots in the Strata

Development in relation to the Residential Stalls or Storage Areas. For certainty, the Owner will retain all rights under Section 1.4.

2.2 Common Property

This Lease is intended to apply only to a portion of the common property which will be created upon the deposit for registration of the Strata Plan and not at any time to burden the title to any individual strata lot.

3.0 MAINTENANCE AND ENCUMBRANCES

3.1 Maintenance

The Owner and the Tenant acknowledge and agree that until the deposit for registration of the Strata Plan, the Owner will be solely responsible for the control, management and administration of the Leased Area, including, without limitation, the Residential Stalls and Storage Areas and shall indemnify and release the Tenant from any responsibilities or costs associated therewith, but thereafter, pursuant to Section 2.0 the Strata Corporation will assume (subject to the Owner's rights under Section 1.4) full responsibility for the control, management and administration of the Leased Area, including, without limitation, the Residential Stalls and Storage Areas as common property in accordance with the provisions of the *Strata Property Act* (British Columbia) and may pass bylaws or make rules and regulations with respect to the Residential Stalls and the Storage Areas as long as such bylaws, rules or regulations do not materially interfere with the rights of the Tenant or any subsequent assignee under this Lease (including the right of the Tenant to partially assign this Lease as it relates to particular Residential Stalls and Storage Areas).

3.2 Alterations and Repairs

Prior to the Strata Plan being deposited for registration at the Land Title Office, the Owner will be solely responsible for all alterations and repairs to the Leased Area, including without limitation the Residential Stalls and the Storage Areas, and thereafter the Strata Corporation will assume full responsibility for all such alterations and repairs. Notwithstanding the foregoing, the Tenant may, at any time during the Term:

- (a) alter the size, shape, number and/or division among the Residential Stalls and/or Storage Areas which have not been partially assigned to purchasers pursuant to Section 4.1 below; and
- (b) designate any area within the Leased Area not identified thereon as a Residential Stall and/or Storage Area,

at its sole cost and expense but is not obligated to carry out and/or perform any such alterations, designations or repairs.

3.3 Subordination

The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Owner against title to the Lands.

4.0 ASSIGNMENT

4.1 Partial Assignments

The Tenant may partially assign this Lease and its rights under this Lease pertaining to particular Residential Stalls and/or Storage Areas to purchasers of strata lots within the Strata Development or to the Strata Corporation. Subject to the Owner's rights under Section 1.4, such assignment will be for such consideration paid to the Tenant or such other person as the Tenant may in its sole discretion determine, which consideration may be retained by the Tenant, or any other party determined by the Tenant in its sole discretion, for its own benefit. Any partial assignment by the Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Residential Stall or Storage Area:

- (a) will be absolute, and the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Residential Stall and/or Storage Area so assigned for the balance of the Term;
- (b) will be an assignment of rights to which an assignee will only be entitled for so long as such assignee owns a strata lot within the Strata Development unless the assignment is to the Strata Corporation or to the Tenant;
- (c) may only be assigned to an owner or purchaser of a strata lot within the Strata Development or to the Strata Corporation or the Tenant;
- (d) may, in respect of the Residential Stalls that have access to and use electric charging conduits or outlets, as applicable, impose on the Assignee the obligation to pay to the Strata Corporation the cost of electricity and any other costs incurred by the Strata Corporation payable in connection with the use of the electric charging conduits or outlets, as applicable, and may include such other provision related to the use of electric charging conduits or outlets as the Tenant may consider appropriate in its sole discretion; and
- (e) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assignee to the Strata Corporation with a copy to the Tenant, subject to Section 4.2 of this Lease.

4.2 Automatic Assignment

If a holder of an interest in a Residential Stall and/or Storage Area sells all of his or her interest in a strata lot within the Strata Development to which such Residential Stall and/or Storage Area is at such time appurtenant as shown on the register maintained under Section 4.7 without concurrently executing an assignment of such Residential Stall and/or Storage Area to another owner or purchaser of a strata lot within the Strata Development, then the interest of such holder in such Residential Stall and/or Storage Area will be deemed to have been automatically assigned to and assumed by the purchaser of such strata lot without execution of a partial assignment of this Lease with respect to such Residential Stall and/or Storage Area or delivery of notice of such partial assignment to the Strata Corporation or the Tenant.

4.3 Exchanges and Transfers

4.3.1 A holder of an interest (the **"First Assignee"**) in a Residential Stall and/or Storage Area (the **"First Stall/Storage Area"**) may exchange his or her interest in the First Stall/Storage Area with the holder of an interest (the **"Second Assignee"**) in a different Residential Stall and/or Storage Area (the **"Second Stall/Storage Area"**) for such consideration as the First Assignee and the Second Assignee may agree. Such an exchange will be accomplished by the First Assignee partially assigning this Lease to the Second Assignee in respect of the First Stall/Storage Area, and the Second Assignee partially assigning this Lease to the First Assignee in respect of the Second Stall/Storage Area. The First Assignee and the Second Assignee will each execute a partial assignment of this Lease substantially in the form attached hereto as Schedule "B". The exchange will be on the terms set out in Section 4.1 and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to exchanges under this Section 4.3.1.

4.3.2 A holder of an interest (the **"First Assignee"**) in a Residential Stall and/or Storage Area may transfer his or her interest in such Residential Stall and/or Storage Area to an owner of a strata lot within the Strata Development, the Strata Corporation, or the Tenant (each, a **"Second Assignee"**) for such consideration as the First Assignee may in his or her discretion determine. Such a transfer will be accomplished by the First Assignee partially assigning this Lease to the Second Assignee and, in connection therewith, the First Assignee will execute a partial assignment substantially in the form attached hereto as Schedule "B". The transfer will be on the terms set out in Section 4.1 and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to transfers under this Section 4.3.2.

4.4 Mandatory Exchanges and Transfers – Accessible Stall

4.4.1 The holder of an interest (in this section 4.4, the **"First Owner"**) in an Accessible Stall who does not hold an Accessible Parking Permit (hereinafter defined) acknowledges that the Owner or the Strata Corporation may, at any time, upon 15 days' written notice, require that the First Owner exchange his or her interest in the Accessible Stall with the holder of an interest (in this section 4.4, the **"Second Owner"**) in a Residential Stall, who does hold an Accessible Parking Permit (as defined below), without payment or other consideration. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the Accessible Stall and the Second Owner partially assigning this Lease to the First Owner in respect of their Residential Stall. The First Owner and the Second Owner will each execute a partial assignment of this Lease substantially in the form attached hereto as the form Schedule "B". The exchange will be on the terms set out in Section 4.1 of this Lease. Each of the First Owner and the Second Owner shall deliver a copy of such assignment to the Strata Corporation as set out in Section 4.1(e) of this Lease.

4.4.2 If the First Owner and/or the Second Owner fails or neglects to execute or deliver a copy of the assignment to the Strata Corporation as required by Section 4.4.1, then the interest of such Accessible Stall or Residential Stall will be deemed to have been automatically assigned to and assumed by the First Owner and/or the Second Owner without execution of a partial assignment of this Lease with respect to such Accessible Stall and/or Residential Stall or delivery of notice of such partial assignment to the Strata Corporation as set out in Section 4.8 of this Lease.

4.4.3 The Owner and the Strata Corporation shall only be permitted to deliver a notice pursuant to Section 4.4.1 of this Lease in circumstances where:

- (a) the First Owner or other permitted full time occupant of the strata lot owned by the First Owner does not hold a disabled parking permit issued following a formal application which has been approved by a medical doctor under Division 38 – Disabled Persons' Parking Permits of the *Motor Vehicle Act Regulation 26/58* made pursuant to the *Motor Vehicle Act* (British Columbia), as may be replaced or amended from time to time, (an "**Accessible Parking Permit**");
- (b) the Second Owner or a permitted full time occupant of the strata lot owned by the Second Owner is a holder of an Accessible Parking Permit; and
- (c) the Second Owner or a permitted full time occupant of the strata lot owned by the Second Owner is not already the holder of an interest in an Accessible Stall.

4.4.4 Subject to the conditions set out in Section 4.4.3 of this Lease, any notice given by the Owner or the Strata Corporation pursuant to Section 4.4.1 of this Lease shall be given to the holders of an interest in an Accessible Stall in such other order as the Strata Corporation may establish from time to time. For clarification, any notice given pursuant to Section 4.4.1 of this Lease will be given to the holder of the interest in the highest listed Accessible Stall who meets the criteria set out in Section 4.4.3 of this Lease.

4.4.5 The Owner and the Strata Corporation have no obligation to ensure any owner of a strata lot who meets the eligibility criteria set out in Section 4.4.3(a) of this Lease has an interest in an Accessible Stall if all the holders of an interest in an Accessible Stall, or a permitted full time occupant of the strata lot owned by the holders of such interest, hold an Accessible Parking Permit. Notwithstanding the foregoing, the Strata Corporation will maintain a wait list of owners seeking an Accessible Stall in the order in which applications were received by the Strata Corporation.

4.4.6 If the holder of an interest in an Accessible Stall ceases to hold an Accessible Parking Permit, that owner's continued right to use an Accessible Stall shall be deemed to be automatically revoked as of the last day of the month following the month in which the owner ceases to hold an Accessible Parking Permit following which the Accessible Stall shall be available to any other eligible holder of an Accessible Parking Permit.

4.5 Consents

The consent of the Strata Corporation will not be required for any partial assignment of this Lease or the rental of any Residential Stall and/or Storage Area. The Strata Corporation may not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment or of a tenant under any such rental arrangement except as expressly agreed by such assignee or tenant, as the case may be. Without limiting the generality of the foregoing, the Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of such assignee to use the common areas as set out in Section 6.4.

4.6 Form of Partial Assignments

Subject to Section 4.2, all partial assignments of this Lease will be substantially in the form attached hereto as Schedule "B". No such partial assignment will be registrable by an assignee in any Land Title Office.

4.7 Release of Assignors

Upon the partial assignment (including an automatic assignment pursuant to Section 4.2) of this Lease pertaining to a particular Residential Stall and/or Storage Area, the Tenant and any subsequent assignor of an interest in such Residential Stall and/or Storage Area will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Residential Stall and/or Storage Area.

4.8 Register of Partial Assignments

The Owner, and after the registration of the Strata Plan the Strata Corporation, will maintain a register of all Residential Stalls and Storage Areas and will record on such register each partial assignment of this Lease (including any exchanges or transfers pursuant to Sections 4.3 or 4.4), indicating:

- (a) the number of the Residential Stall and/or Storage Area assigned including any storage locker contained therein;
- (b) the date of assignment;
- (c) the name and address of the assignee; and
- (d) the number of the strata lot or lots within the Strata Development owned by the assignee to which such Residential Stall and/or Storage Area is at the time appurtenant, unless the assignee is the Strata Corporation or the Tenant in which event the Residential Stall and/or Storage Area need not be appurtenant to a strata lot.

Upon request by any owner or prospective purchaser of a strata lot within the Strata Development, the Strata Corporation will provide a certificate, within seven days of receipt of such request, certifying the name and address of the owner to whom a particular Residential Stall and/or Storage Area is assigned and if applicable, the number of the strata lot or lot within the Strata Development to which such Residential Stall and/or Storage Area is at the time appurtenant. The Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment pertaining to a particular Residential Stall and/or Storage Area under Section 4.1, 4.2, 4.3 or 4.4, the Strata Corporation will amend the register accordingly.

5.0 ELECTRIC VEHICLE OUTLETS

The Owner confirms and the Tenant acknowledges that:

- (a) the Residential Stalls have access to electric vehicle outlets or conduits capable of providing a 208/240 volt, 40 amp AC charge as approved by the City of Burnaby prior to occupancy (collectively, the “**Electric Vehicle Outlets**” and individually, an “**Electric Vehicle Outlet**”);
- (b) the holders of an assignment of a Residential Stall who want to charge an electric or electric hybrid vehicle will be required, at their sole expense, to provide and install additional charging equipment to meet the specific needs of their electric or electric

hybrid vehicle and will also be required to obtain permission from the Strata Corporation along with any other permits or permissions required by the City of Burnaby; and

- (c) the Owner agrees that the Tenant shall have no obligation to pay any costs associated with the Electric Vehicle Outlets including the supply of any electricity provided, however, that following the deposit for registration of the Strata Plan, the Strata Corporation may bill or assess the holders of an assignment of a Residential Stall from the Tenant that is equipped with an Electric Vehicle Outlet (but may not bill or assess the Tenant):
 - (i) a portion of costs incurred by the Strata Corporation in connection with the Electric Vehicle Outlets, including, if the Residential Stalls are not separately metered, for a portion of the cost of the electricity supplied to the Electric Vehicle Outlets in accordance with the rules or bylaws of the Strata Corporation as they may be amended from time to time and in accordance with the provisions of the *Strata Property Act* (British Columbia); and
 - (ii) if each Residential Stall is separately metered, the costs of electricity supplied to each Residential Stall.

6.0 MISCELLANEOUS

6.1 Creation of Residential Stall/Storage Area

Notwithstanding any provision herein, but subject to the Owner's rights under Section 1.4, the Tenant may at any time and from time to time designate:

- (a) any area within the Leased Area but not previously identified thereon as a Residential Stall; and
- (b) any area within the Leased Area but not previously identified thereon as a Storage Area,

and assign its rights under this Lease pertaining to such newly designated Residential Stall or Storage Area, as the case may be, to purchasers or owners of strata lots within the Strata Development pursuant to Section 4.1 above, without the prior approval of the Strata Corporation, provided that the location of such Residential Stall or Storage Area does not interfere with the access routes and the operation of the Parking Facility. Notwithstanding any provision herein, the Strata Corporation may not at any time create a Residential Stall or a Storage Area within the Leased Area or designate any area within the Leased Area as a Residential Stall or Storage Area.

6.2 Surrender Rights

On notice to the Owner or, following subdivision of the Lands by Strata Plan, notice to the Strata Corporation, at any time during the Term the Tenant shall be entitled by means of written surrender executed solely by the Tenant, without the consent of or any liability to the Owner or the Strata Corporation, to surrender this Lease, as it relates to any portion of the Leased Area not otherwise assigned as contemplated in this Lease, to the Owner or, following subdivision of the Lands by Strata Plan, to the Strata Corporation and from and as of such surrender:

- (a) the Tenant shall have no further interest in the portion of the Leased Area to which such surrender applies and such portion shall no longer be charged by this Lease; and

(b) the Tenant shall have no further liability under this Lease;

6.3 Form of Agreement

Each of the parties hereto agree to amend the form of this Lease to meet the requirements of the Registrar of the Land Title Office or of any governmental or public authority or as otherwise necessary to confirm unto the parties the rights granted in this Lease.

6.4 Use of Common Areas

The Tenant's use of the Leased Area (including, without limitation, the Tenant's use of the Residential Stalls and the Storage Areas) includes the non-exclusive right of the Tenant, its employees, agents, sublessees, assignees and other persons having business with the Tenant, in common with the Owner, to use of those portions of the common property of the Strata Corporation, as is reasonably required by the Tenant, its employees, agents, sublessees, assignees and other persons having business with the Tenant in connection with the use and/or occupation of the Leased Area (including, without limitation, the use and/or occupation of the Residential Stalls and Storage Areas) in accordance with the terms and conditions of this Lease, including without limitation, use of any corridors necessary to access the Residential Stalls and Storage Areas.

6.5 Arbitration

In the event of any dispute or disagreement arising out of this Lease, or the interpretation of any provision hereof, the parties hereto agree that such dispute or disagreement will be resolved by arbitration pursuant to the *Arbitration Act* (British Columbia), as amended from time to time, or any legislation substituted therefor. Provided that it is understood and agreed that this Section 6.5 is not intended to, nor is it to be construed as preventing the parties hereto, or either of them, from seeking injunctive relief from the law courts for damages for breach in appropriate cases.

6.6 Severability

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

6.7 Definitions

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

6.8 Enurement

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

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the year and date first above written.

The Nominee:

QUALEX-LANDMARK HOLDINGS LTD.

Per: 
Authorized Signatory

Beneficial Owner:

**QUALEX-LANDMARK ORCHARD LIMITED
PARTNERSHIP by its general partner QUALEX-
LANDMARK ORCHARD GP 1 LTD.**

Per: 
Authorized Signatory

The Tenant:

QUALEX-LANDMARK LIVING PARKING LTD.

Per: 
Authorized Signatory

SCHEDULE "A"

PARKING/STORAGE AREA PLAN

(see attached)

FORM_SPC_V18

**SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA**

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

Nazanin Abdolghaderibo okani UHXV5R	Digitally signed by Nazanin Abdolghaderibookani UHXV5R Date: 2025.08.07 15:17:06 -07'00'
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1. BC LAND SURVEYOR: (Name, address, phone number)

NAZANIN ABDOLGHADERIBOOKANI

201-275 FELL AVENUE

BENNETT LAND SURVEYING LTD.

NORTH VANCOUVER

BC V7P 3R5

604-980-4868

nazanin@bennettsurveys.com

☐ Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **175-460-5027**

Plan Number: **EPP147720**

This original plan number assignment was done under Commission #: **1042**

3. CERTIFICATION:

☐ Form 9

☒ Explanatory Plan

☐ Form 9A

I am a British Columbia land surveyor and certify that

this plan was completed and checked on: **2025 August 07** (YYYY/Month/DD)

that the checklist was filed under ECR#: **294347**

and that the plan is correct in accordance with Land Title Office records.

☒ None ☐ Strata Form S

☒ None

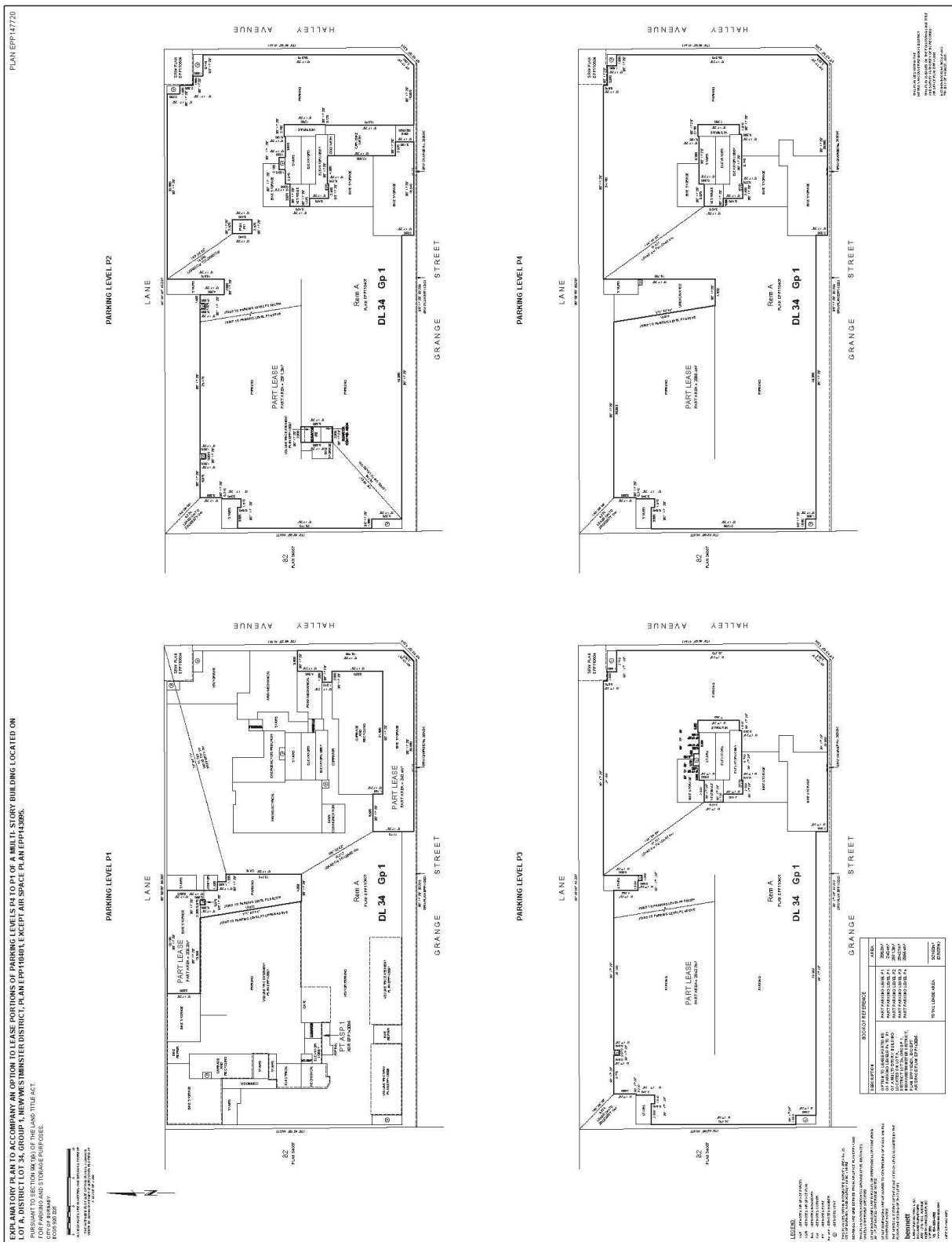
☐ Strata Form U1

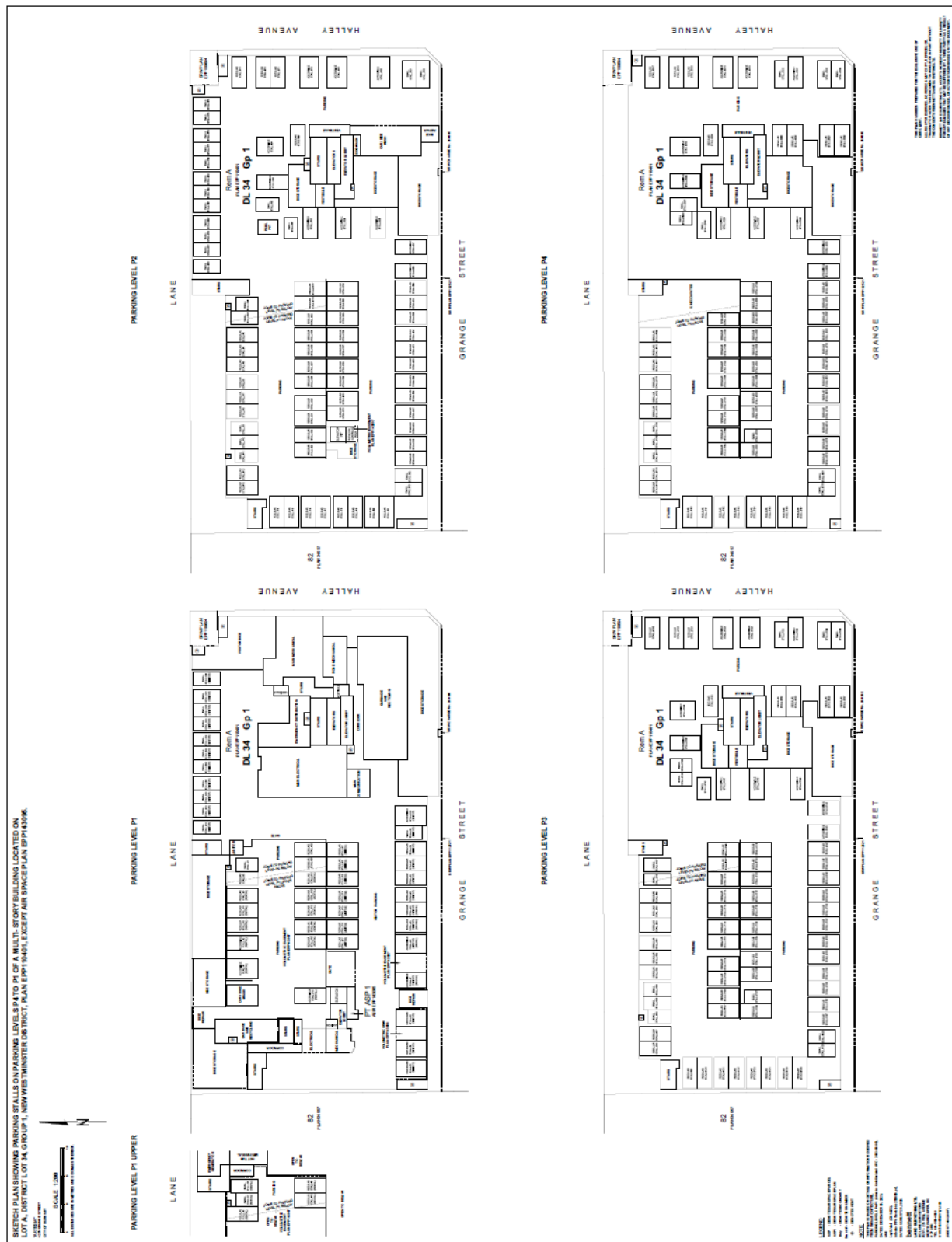
☐ Strata Form U1/U2

Arterial Highway ☐

Remainder Parcel (Airspace) ☐

4. ALTERATION: ☐





SCHEDULE "B"

(ARTESIA)

ASSIGNMENT OF PARKING STALLS AND STORAGE LOCKERS

BETWEEN:

(the "**Assignor**")

AND:

(the "**Assignee**")

RE: Parking Stall(s) No. _____ (the "**Parking Stall**") and any EV Chargers (as defined herein) installed with respect to the Parking Stall and Storage Locker(s) _____ (the "**Storage Area**") [insert 'N/A' if not applicable] shown on the Parking/Storage Area Plan for Artesia, which is attached to the Lease.

WHEREAS the Assignor is the lessee of the Parking Stall and/or Storage Area and the Assignee is the registered owner or purchaser of strata lot _____ (Unit No. _____) in Artesia (the "**Property**"), or the Tenant (as defined below).

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

1. Assignment

The Assignor hereby assigns to the Assignee its partial interest in the lease (the "**Lease**") dated August, 2025 made between Qualex-Landmark Orchard Limited Partnership and Qualex-Landmark Orchard Holdings Ltd., together as landlord, and Qualex-Landmark Living Parking Ltd., as tenant (the "**Tenant**"), pertaining to the exclusive right to lease the Parking Stall and/or Storage Area for the balance of the Term (as defined in the Lease). Subject to Section 4.2 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan No. EPS11556 (the "**Strata Corporation**") and with a copy to the Tenant unless the Tenant has notified the Strata Corporation that it has waived such requirement.

2. Assignment Contingent Upon Property Ownership

Unless the Assignee is the Strata Corporation or the Tenant, the Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Parking Stall and/or Storage Area for as long as the Assignee owns the Property.

3. Compliance

The Assignee agrees to use the Parking Stall and/or Storage Area in accordance with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under this Assignment. For certainty, the Assignee may not store in the Parking Stall and/or Storage Areas any items that are prohibited by the bylaws, rules and regulations of the Strata Corporation. Subject to any prohibitions in the bylaws, rules and regulations of the Strata Corporation, Storage Areas (including those designed for bicycle storage) may be used for storage of personal property generally.

4. Sale or Disposition

The Assignee may only assign its rights under this Assignment in accordance with the Lease.

5. Electric Vehicle Parking Stalls

The Assignor confirms and the Assignee acknowledges that:

- (a) the Parking Stall has access to an electric vehicle outlet or conduit capable of providing a Level 2, 208/240 volt, 40 amp AC charge as approved by the City of Burnaby prior to occupancy (the "**Electric Vehicle Outlet**");
- (b) the Electric Vehicle Outlet is designed for load sharing with a circuit sharing ratio of 3:1, meaning the Parking Stall and two adjacent parking stalls (the "**Load Sharing Group**") will share power from a single electrical circuit connected to the Electric Vehicle Outlet;
- (c) the power output and electrical efficiency will be greater if only one vehicle is charging at a time from the Load Sharing Group, and lower if vehicles in two or all three parking stalls in the Load Sharing Group are charging at the same time;
- (d) the Strata Corporation may install one or more electric meters measuring the supply of electricity to the Electric Vehicle Outlet and other electric vehicle outlets in the parkade of the Property;
- (e) pursuant to the Lease, the Tenant shall have no obligation to pay any costs associated with the Electric Vehicle Outlet or any other electric vehicle outlets in the parkade of the Property (the "**Parkade**") including the supply of any electricity, provided however the Strata Corporation may bill or assess the Assignee and other the holders of an assignment of parking stalls in the Parkade (but may not bill or assess the Tenant) for a portion of the cost of the electricity supplied to the electric vehicle outlets in the Parkade in accordance with the bylaws of the Strata Corporation as they may be amended from time to time and in accordance with the provisions of the *Strata Property Act* (British Columbia); and
- (f) the Electric Vehicle Outlet cannot be used to charge an electric vehicle until it has been activated and until a plug-in electric vehicle charging station and all necessary wiring, conduits and other equipment for the Parking Stall have been installed (collectively, the "**EV Charger**").

The Assignee agrees that:

- (i) the Assignee shall be responsible, at the Assignee's sole cost and expense, for purchasing, installing, maintaining and insuring (if required by the Strata Corporation or if the Assignee otherwise elects to insure) the EV Charger for its Parking Stall;
- (ii) if required by the Strata Corporation, the Assignee shall take out and maintain at its own cost and expense, such insurance for the EV Charger as the Strata Corporation may require;
- (iii) the Assignee shall not install or remove the EV Charger without the prior approval of the Strata Corporation;
- (iv) the EV Charger must be installed and removed in accordance the requirements and conditions of Strata Corporation;
- (v) notwithstanding the degree of annexation of the EV Charger to the common property of the Strata Corporation, the EV Charger shall remain the sole property of the Assignee, provided, however, that the Strata Corporation from time to time and at its sole discretion, may require the Assignee to remove the EV Charger at the Assignee's sole cost;
- (vi) the Assignee shall obtain, at its sole cost and expense, any permits or permissions required by the City of Burnaby in connection with the EV Charger for its Parking Stall;
- (vii) the EV Charger must be compatible with the network operated by the electric vehicle network operator designated by the Strata Corporation, must be Open Charge Point Protocol (OCPP) compliant, must be capable of load-sharing and must be registered with the electric vehicle network operator designated by the Strata Corporation at the time it is installed;
- (viii) the Assignee shall be solely responsible for the maintenance and repair of the EV Charger, and if the Assignee fails to repair or maintain its EV Charger, the Strata Corporation may (but shall not be obligated to) carry out any maintenance and repair, and in such event, the Assignee shall reimburse the Strata Corporation upon demand for any costs incurred by the Strata Corporation in connection with the repair or maintenance of its EV Charger;
- (ix) the Assignee shall be responsible for paying to the Strata Corporation any costs incurred by the Strata Corporation that are particular to its EV Charger or its use of the Electric Vehicle Outlet;
- (x) the installation of the EV Charger, and its repair and maintenance, must be carried out by qualified electricians approved in advance by the Strata Corporation;
- (xi) the Assignee shall not use (and shall not permit its tenants or occupants to use) the EV Charger until it has been activated;

- (xii) the Assignee may not use an electric vehicle charger within a parking stall that has not been exclusively assigned to the Assignee, without the permission of the Strata Corporation;
- (xiii) the Assignee shall pay to the Strata Corporation a portion of the cost of the incurred by the Strata Corporation in connection with the electric vehicle outlets in the parkade of the Property in accordance with this Assignment, the bylaws or rules of the Strata Corporation as they may be amended from time to time and in accordance with the provisions of the *Strata Property Act*, which costs may include a portion of the costs of electricity supplied to the parking stalls in the Parkade if such parking stalls are not separately metered. The foregoing costs may be charged by the Strata Corporation, partially or wholly, by way of an annual user fee based on the Strata Corporation's estimate of such costs from time to time;
- (xiv) although it is not currently contemplated that the EV Charger will be separately metered, if, at a later date an EV Charger is separately metered, the Assignee will be solely responsible for paying the cost of electricity supplied to the EV Charger; and
- (xv) the Assignee shall comply with all rules and bylaws of the Strata Corporation as they relate to the Electric Vehicle Outlet and the EV Charger.

The foregoing paragraphs (i) to (xv) of this Section 5.0 are enforceable by the Strata Corporation notwithstanding that it is not a party hereto.

The Assignee agrees that the Tenant shall not be responsible for any costs payable by the Assignee or any other obligations or liabilities of the Assignee hereunder under this Section 5.0, and the Assignee hereby shall indemnify and save harmless the Tenant from and against all costs, expenses, liabilities, claims and damages of any nature arising from or in connection with the Assignee's liabilities and obligations under this Section 5.0 or the Assignee's use of the Electric Vehicle Outlet or the EV Charger. This indemnity is enforceable by the Tenant notwithstanding that it is not a party hereto. This indemnity shall survive any assignment of the Assignee's interest.

6. Mandatory Assignment – Accessible Stalls

"Accessible Stall" means any of the following stalls as indicated on the Parking/Storage Area Plan for Artesia:

- (i) Accessible Stalls on the P2 Level of the Parking Facility: 56, 57, 58, 59, 60, 63, 64, 68, 69, 70;
- (ii) Accessible Stalls on the P3 Level of the Parking Facility: 143, 144, 145, 146, 147, 151, 152, 160, 162, 163
- (iii) Accessible Stalls on the P4 Level of the Parking Facility: 224, 225, 226, 227, 228, 232, 233, 241, 243, 244

If the Parking Stall is an Accessible Stall, then notwithstanding any provision of this Assignment, the Strata Corporation may, upon 15 days' written notice, require the Assignee to assign the Accessible Stall

to another owner of a Strata Lot (the “**Second Owner**”) in exchange for a parking stall which is not an Accessible Stall (a “**Mandatory Assignment**”). If the Strata Corporation requires such an assignment:

- (a) the Assignee will assign the Accessible Stall to the Second Owner, using this Assignment form, at the end of the notice period;
- (b) the Second Owner will assign a parking stall in the building which is not an Accessible Stall to the Assignee.

The exchange of parking stalls will be without compensation and in accordance with the terms of the Lease and the bylaws of the Strata Corporation.

The Strata Corporation may only require a Mandatory Assignment if:

- (c) the Assignee or other permitted full time occupant of the Strata Lot owned by the Assignee does not hold a disabled parking permit issued following a formal application which has been approved by a medical doctor under Division 38 – Disabled Persons’ Parking Permits of the *Motor Vehicle Act Regulation 26/58* made pursuant to the *Motor Vehicle Act* (British Columbia), or any replacement legislation or regulation thereto, (the “**Accessible Parking Permit**”);
- (d) the Second Owner or other permitted full time occupant of the Strata Lot owned by the Second Owner is a holder of an Accessible Parking Permit; and
- (e) the Second Owner or other permitted full time occupant of the Strata Lot owned by the Second Owner is not already the holder of an interest in an Accessible Stall.

7. Acknowledgment

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

8. Enurement

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

9. Counterparts

This Assignment may be executed in any number of counterparts and all such counterparts taken together shall be deemed one and the same instrument.

The parties have executed this Assignment effective as of the _____ day of _____, 20____.

Assignor

Assignee

EXHIBIT J
ASSIGNMENT OF PARKING STALL AND STORAGE LOCKER

See attached.

SCHEDULE "B"

(ARTESIA)

ASSIGNMENT OF PARKING STALLS AND STORAGE LOCKERS

BETWEEN:

(the "**Assignor**")

AND:

(the "**Assignee**")

RE: Parking Stall(s) No. _____ (the "**Parking Stall**") and any EV Chargers (as defined herein) installed with respect to the Parking Stall and Storage Locker(s) _____ (the "**Storage Area**") [insert 'N/A' if not applicable] shown on the Parking/Storage Area Plan for Artesia, which is attached to the Lease.

WHEREAS the Assignor is the lessee of the Parking Stall and/or Storage Area and the Assignee is the registered owner or purchaser of strata lot _____ (Unit No. _____) in Artesia (the "**Property**"), or the Tenant (as defined below).

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

1. Assignment

The Assignor hereby assigns to the Assignee its partial interest in the lease (the "**Lease**") dated August, 2025 made between Qualex-Landmark Orchard Limited Partnership and Qualex-Landmark Orchard Holdings Ltd., together as landlord, and Qualex-Landmark Living Parking Ltd., as tenant (the "**Tenant**"), pertaining to the exclusive right to lease the Parking Stall and/or Storage Area for the balance of the Term (as defined in the Lease). Subject to Section 4.2 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan No. EPS11556 (the "**Strata Corporation**") and with a copy to the Tenant unless the Tenant has notified the Strata Corporation that it has waived such requirement.

2. Assignment Contingent Upon Property Ownership

Unless the Assignee is the Strata Corporation or the Tenant, the Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Parking Stall and/or Storage Area for as long as the Assignee owns the Property.

3. Compliance

The Assignee agrees to use the Parking Stall and/or Storage Area in accordance with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under this Assignment. For certainty, the Assignee may not store in the Parking Stall and/or Storage Areas any items that are prohibited by the bylaws, rules and regulations of the Strata Corporation. Subject to any prohibitions in the bylaws, rules and regulations of the Strata Corporation, Storage Areas (including those designed for bicycle storage) may be used for storage of personal property generally.

4. Sale or Disposition

The Assignee may only assign its rights under this Assignment in accordance with the Lease.

5. Electric Vehicle Parking Stalls

The Assignor confirms and the Assignee acknowledges that:

- (a) the Parking Stall has access to an electric vehicle outlet or conduit capable of providing a Level 2, 208/240 volt, 40 amp AC charge as approved by the City of Burnaby prior to occupancy (the "**Electric Vehicle Outlet**");
- (b) the Electric Vehicle Outlet is designed for load sharing with a circuit sharing ratio of 3:1, meaning the Parking Stall and two adjacent parking stalls (the "**Load Sharing Group**") will share power from a single electrical circuit connected to the Electric Vehicle Outlet;
- (c) the power output and electrical efficiency will be greater if only one vehicle is charging at a time from the Load Sharing Group, and lower if vehicles in two or all three parking stalls in the Load Sharing Group are charging at the same time;
- (d) the Strata Corporation may install one or more electric meters measuring the supply of electricity to the Electric Vehicle Outlet and other electric vehicle outlets in the parkade of the Property;
- (e) pursuant to the Lease, the Tenant shall have no obligation to pay any costs associated with the Electric Vehicle Outlet or any other electric vehicle outlets in the parkade of the Property (the "**Parkade**") including the supply of any electricity, provided however the Strata Corporation may bill or assess the Assignee and other the holders of an assignment of parking stalls in the Parkade (but may not bill or assess the Tenant) for a portion of the cost of the electricity supplied to the electric vehicle outlets in the Parkade in accordance with the bylaws of the Strata Corporation as they may be amended from time to time and in accordance with the provisions of the *Strata Property Act* (British Columbia); and
- (f) the Electric Vehicle Outlet cannot be used to charge an electric vehicle until it has been activated and until a plug-in electric vehicle charging station and all necessary wiring, conduits and other equipment for the Parking Stall have been installed (collectively, the "**EV Charger**").

The Assignee agrees that:

- (i) the Assignee shall be responsible, at the Assignee's sole cost and expense, for purchasing, installing, maintaining and insuring (if required by the Strata Corporation or if the Assignee otherwise elects to insure) the EV Charger for its Parking Stall;
- (ii) if required by the Strata Corporation, the Assignee shall take out and maintain at its own cost and expense, such insurance for the EV Charger as the Strata Corporation may require;
- (iii) the Assignee shall not install or remove the EV Charger without the prior approval of the Strata Corporation;
- (iv) the EV Charger must be installed and removed in accordance the requirements and conditions of Strata Corporation;
- (v) notwithstanding the degree of annexation of the EV Charger to the common property of the Strata Corporation, the EV Charger shall remain the sole property of the Assignee, provided, however, that the Strata Corporation from time to time and at its sole discretion, may require the Assignee to remove the EV Charger at the Assignee's sole cost;
- (vi) the Assignee shall obtain, at its sole cost and expense, any permits or permissions required by the City of Burnaby in connection with the EV Charger for its Parking Stall;
- (vii) the EV Charger must be compatible with the network operated by the electric vehicle network operator designated by the Strata Corporation, must be Open Charge Point Protocol (OCPP) compliant, must be capable of load-sharing and must be registered with the electric vehicle network operator designated by the Strata Corporation at the time it is installed;
- (viii) the Assignee shall be solely responsible for the maintenance and repair of the EV Charger, and if the Assignee fails to repair or maintain its EV Charger, the Strata Corporation may (but shall not be obligated to) carry out any maintenance and repair, and in such event, the Assignee shall reimburse the Strata Corporation upon demand for any costs incurred by the Strata Corporation in connection with the repair or maintenance of its EV Charger;
- (ix) the Assignee shall be responsible for paying to the Strata Corporation any costs incurred by the Strata Corporation that are particular to its EV Charger or its use of the Electric Vehicle Outlet;
- (x) the installation of the EV Charger, and its repair and maintenance, must be carried out by qualified electricians approved in advance by the Strata Corporation;
- (xi) the Assignee shall not use (and shall not permit its tenants or occupants to use) the EV Charger until it has been activated;

- (xii) the Assignee may not use an electric vehicle charger within a parking stall that has not been exclusively assigned to the Assignee, without the permission of the Strata Corporation;
- (xiii) the Assignee shall pay to the Strata Corporation a portion of the cost of the incurred by the Strata Corporation in connection with the electric vehicle outlets in the parkade of the Property in accordance with this Assignment, the bylaws or rules of the Strata Corporation as they may be amended from time to time and in accordance with the provisions of the *Strata Property Act*, which costs may include a portion of the costs of electricity supplied to the parking stalls in the Parkade if such parking stalls are not separately metered. The foregoing costs may be charged by the Strata Corporation, partially or wholly, by way of an annual user fee based on the Strata Corporation's estimate of such costs from time to time;
- (xiv) although it is not currently contemplated that the EV Charger will be separately metered, if, at a later date an EV Charger is separately metered, the Assignee will be solely responsible for paying the cost of electricity supplied to the EV Charger; and
- (xv) the Assignee shall comply with all rules and bylaws of the Strata Corporation as they relate to the Electric Vehicle Outlet and the EV Charger.

The foregoing paragraphs (i) to (xv) of this Section 5.0 are enforceable by the Strata Corporation notwithstanding that it is not a party hereto.

The Assignee agrees that the Tenant shall not be responsible for any costs payable by the Assignee or any other obligations or liabilities of the Assignee hereunder under this Section 5.0, and the Assignee hereby shall indemnify and save harmless the Tenant from and against all costs, expenses, liabilities, claims and damages of any nature arising from or in connection with the Assignee's liabilities and obligations under this Section 5.0 or the Assignee's use of the Electric Vehicle Outlet or the EV Charger. This indemnity is enforceable by the Tenant notwithstanding that it is not a party hereto. This indemnity shall survive any assignment of the Assignee's interest.

6. Mandatory Assignment – Accessible Stalls

"Accessible Stall" means any of the following stalls as indicated on the Parking/Storage Area Plan for Artesia:

- (i) Accessible Stalls on the P2 Level of the Parking Facility: 56, 57, 58, 59, 60, 63, 64, 68, 69, 70;
- (ii) Accessible Stalls on the P3 Level of the Parking Facility: 143, 144, 145, 146, 147, 151, 152, 160, 162, 163
- (iii) Accessible Stalls on the P4 Level of the Parking Facility: 224, 225, 226, 227, 228, 232, 233, 241, 243, 244

If the Parking Stall is an Accessible Stall, then notwithstanding any provision of this Assignment, the Strata Corporation may, upon 15 days' written notice, require the Assignee to assign the Accessible Stall

to another owner of a Strata Lot (the “**Second Owner**”) in exchange for a parking stall which is not an Accessible Stall (a “**Mandatory Assignment**”). If the Strata Corporation requires such an assignment:

- (a) the Assignee will assign the Accessible Stall to the Second Owner, using this Assignment form, at the end of the notice period;
- (b) the Second Owner will assign a parking stall in the building which is not an Accessible Stall to the Assignee.

The exchange of parking stalls will be without compensation and in accordance with the terms of the Lease and the bylaws of the Strata Corporation.

The Strata Corporation may only require a Mandatory Assignment if:

- (c) the Assignee or other permitted full time occupant of the Strata Lot owned by the Assignee does not hold a disabled parking permit issued following a formal application which has been approved by a medical doctor under Division 38 – Disabled Persons’ Parking Permits of the *Motor Vehicle Act Regulation 26/58* made pursuant to the *Motor Vehicle Act* (British Columbia), or any replacement legislation or regulation thereto, (the “**Accessible Parking Permit**”);
- (d) the Second Owner or other permitted full time occupant of the Strata Lot owned by the Second Owner is a holder of an Accessible Parking Permit; and
- (e) the Second Owner or other permitted full time occupant of the Strata Lot owned by the Second Owner is not already the holder of an interest in an Accessible Stall.

7. Acknowledgment

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

8. Enurement

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

9. Counterparts

This Assignment may be executed in any number of counterparts and all such counterparts taken together shall be deemed one and the same instrument.

The parties have executed this Assignment effective as of the _____ day of _____, 20____.

Assignor

Assignee

EXHIBIT K
EXISTING ENCUMBRANCES AND LEGAL NOTATIONS

See attached.

EXHIBIT “K”

Existing Encumbrances And Legal Notations

Unless otherwise stated herein, the legal notations and encumbrances below are registered against title to both the Common Property and the Strata Lots.

Legal Notations:

- A. To The Common Property is Annexed Easement CA8711834 over the Lot 82 Plan 34057 Part Formerly Common Property of Strata Plan NWS683, being a reciprocal craneswing and shoring works agreement permitting the owner of the Lands and the owner of the adjacent property legally described as Lot 82 Plan 34057 to each swing the boom of a construction crane over, and install certain shoring works upon, the other's property.
- B. To The Common Property is Annexed Easement CA8711836 over the Lot 82 Plan 34057 Part Formerly Common Property of Strata Plan NWS683, see summary in paragraph above.
- C. Housing Agreement Notice, Local Government Act, S. 483 See CB2306633. This is a Housing Agreement Notice under Section 483(5) of the *Local Government Act* indicating that the Lands are subject to a housing agreement (the “**Housing Agreement**”) entered into with the City pursuant to Section 483 of the *Local Government Act*. The Housing Agreement relates to the Rental Component only. It is intended that this notation will be removed from title to the Common Property and the Strata Lots and that it will remain on title to the Rental Air Space Parcel only.
- D. Hereto is Annexed Easement CB2327136 over Air Space Parcel 1 Air Space Plan EPP143095 (“**ASP 1**”). This easement forms part of the Reciprocal Agreement and permits the operation of the shared aspects of the Project, including the Rental Air Space Parcel and the Remainder Lands as an integrated structure. The Rental Air Space Parcel and the Remainder Lands each benefit from and are to be subject to a series of reciprocal easements and covenants so as to ensure, *inter alia*, that each component of the Project is entitled to adequate structural support, access and provision of utilities and services. In addition, the owners of the components comprising the Project will share in the costs related to the shared facilities and services of the Project as set out in this Reciprocal Agreement.

Charges, Liens and Interests:

- I. **Statutory Right of Way 262438C** in favour of British Columbia Hydro and Power Authority (“**BC Hydro**”) – This encumbrance is a statutory right of way granted in favour of BC Hydro over that portion of the land more particularly known and described as the east four feet of the south 20 feet (in this paragraph, the “**Right of Way Area**”) of the lands formerly legally described as The South Half of Lot 7 of Block 34, Group 1, Map 1355, New Westminster District (from which lands the Development was subsequently formed). Statutory Right of Way 262438C permits BC Hydro to:
 - (1) install and maintain guy wires, anchors and their several attachments, and related works (collectively, the “**Works**”) within the Right of Way Area;

- (2) cut down those trees within the Right of Way Area which, in the opinion of BC Hydro, interfere with the installation of the Works;
- (3) pass and repass over the Right of Way Area for the foregoing purposes; and
- (4) generally do all acts necessary or incidental to the business of BC Hydro in connection with the foregoing.

There is no official survey plan on record with the Land Title Office in respect of the Right of Way Area but the Right of Way Area appears to be located in the south east portion of the Development as shown on Sheets 1 and 2 of the Strata Plan. See: LB493987 CHARGE OWNER NAME CORRECTED 262438C 2011-12-08 10:45:00.

- II. **Easement CA8711838 appurtenant to Lot 82 Plan 34057 Part Formerly Common Property Of Strata Plan NWS683** — see summary in paragraph A above.
- III. **Easement CA8711839 appurtenant to Lot 82 Plan 34057 Part Formerly Common Property Of Strata Plan NWS683** — see summary in paragraph A above.
- IV. **Section 219 Land Title Act Covenant CA9305768** (the “**Non-Enclosure Covenant**”) – This is a covenant registered in favour of the City requiring the owner of the Lands to only build on, improve and use the Property in accordance with this covenant, namely that the balconies, porches and decks constructed as part of the development of the Property will be used and maintained as an outdoor amenity and that no part of the balconies, porches and decks will be enclosed or used as indoor living space. The owner of the Lands agrees to indemnify and save harmless the City against any and all actions arising in connection with this covenant.
- V. **Section 219 Land Title Act Covenant CA9305770** (the “**Guest Suite Covenant**”)– This is a covenant registered in favour of the City requiring the owner of the Lands:
 - (1) to use the Property in accordance with this covenant;
 - (2) not to request, permit to be requested, or take any direct or indirect action to compel the issuance of a building permit in respect of the Property, or any portion thereof unless and until the Owner:
 - a. delivers to the City building permit design plans that include the one (1) non-commercial accommodation unit on the Property provided, installed and maintained by the owner of the Lands, at the owner of the Lands’ sole cost, for use by the residents of the strata lots (the “**Market Units**”) to accommodate visitors for periods of thirty (30) days or less (the “**Residential Guest Suite**”) to the satisfaction of the City; and
 - b. delivers to the City a letter of assurance from the building’s design architect, in form and content satisfactory to the City, confirming the building design satisfies the requirements of the City;
 - (3) to, at its sole cost and expense, design, provide, install and maintain the Residential Guest Suite on the Property in compliance with the final plan approved by the City (the

"Final Plan"), which includes the final location and layout of the Residential Guest Suite, and pursuant to an approved building permit to the satisfaction of the City;

- (4) to permit residents of the Market Units to use, for a reasonable user fee established by the owner of the Lands, if any, the Residential Guest Suite to accommodate visitors, subject to the restrictions of Covenant CA9305770;
- (5) not to subdivide the Residential Guest Suite by any means whatsoever, including into one or more strata lots or any separate schemes involving shared interest whether pursuant to the *Land Title Act*, the *Strata Property Act*, or otherwise (provided that the Residential Guest Suite may form part of the common property of a strata plan in respect of the Property or a portion thereof);
- (6) not to sell or otherwise dispose of the Residential Guest Suite, whether in whole or in part;
- (7) not to use, or permit the use of, the Residential Guest Suite as a dwelling unit for permanent residents;
- (8) not to equip, furnish or use, or permit to be used, the Residential Guest Suite to provide accommodation, at any one time, for more than the maximum number of visitors for which the Final Plan is designed;
- (9) not to use, or permit the use of, the Residential Guest Suite to accommodate any given visitor for a period greater than thirty (30) continuous days;
- (10) not to use, or permit to the use of, the Residential Guest Suite for hotel use, bed and breakfast use, or any other form of short-term accommodation operated for commercial or business purposes;
- (11) in the case where the Property is subdivided by way of strata plan:
 - a. to designate the Residential Guest Suite, and ensure its continued designation as, common property under the strata plan;
 - b. to ensure that the Residential Guest Suite remains under the control and management of the strata corporation;
 - c. to ensure that the Residential Guest Suite is not designated as limited common property; and
 - d. ensure that the Residential Guest Suite is not, by lease, easement, licence, contract or otherwise, allocated to the sole or exclusive use of the owner or occupier of any strata lot or any person; and
- (12) not to apply for, or take any action to compel the issuance of, a final certificate of occupancy in respect of any building to be constructed on the Property pursuant to a building permit, or any portion thereof, or permit any building to be constructed on the Property pursuant to a building permit to be occupied unless and until the Residential Guest Suite on the Property receives a final certificate of occupancy.

The owner of the Lands agrees to indemnify and save harmless the City against any and all actions arising in connection with this covenant.

VI. **Section 219 Land Title Act Covenant CA9305776** (the “**Storm and Ground Water Management Covenant**”) – This is a covenant registered in favour of the City requiring the owner of the Lands:

- (1) to construct and install upon the Property a storm and ground water drainage system, designed to reduce runoff volumes and enhance water quality in accordance with the report entitled “Stormwater Management Report, Artesia Development, REZ #18-44-4275 Grange Street, Burnaby, BC” prepared by R.F. Binnie & Associates Ltd. and dated May 13, 2021 (the “**Storm and Ground Water Management System**”);
- (2) to, at all times, operate and maintain the Storm and Ground Water Management System in good condition and working order;
- (3) to ensure that no amendments and revision are made to, or actions taken relating to, the facilities comprising the Storm and Ground Water Management System that may compromise its efficiency and performance or the downstream sewers and watercourses, except with the prior written consent of the City; and
- (4) for the first three (3) years following completion of the installation of the Storm and Ground Water Management System, to, at its sole cost, have the Storm and Ground Water Management System tested yearly by a qualified professional and submit to the City a written report prepared by the qualified professional certifying that the Storm and Ground Water Management System is functioning as designed and as required by the City.

The owner of the Lands agrees to indemnify and save harmless the City against any and all actions arising in connection with this covenant.

VII. **Section 219 Land Title Act Covenant CA9305780** – This is a covenant registered in favour of the City requiring the owner of the Lands to design, install, mark and maintain, at its sole cost and expense, thirty-six (36) vehicle parking spaces designated for the sole use of disabled persons in accordance with certain architectural drawings attached to Covenant CA9305778 (the “**Disabled Persons Parking Spaces**”) and as required by an approved building permit and Burnaby Zoning Bylaw, 1965. If the Property, or any portion thereof, is subdivided by way of strata plan the Disabled Persons Parking Spaces will:

- (1) be designated and remain designated as common property under the strata plan;
- (2) remain under the control and management of the strata corporation or the Housing Partner, as applicable;
- (3) not be designated as limited common property; and
- (4) not, by lease, easement, licence, contract or otherwise, be allocated to the sole or exclusive use of any person, other than a physically disabled occupant; and

The owner of the Lands will not to apply for, or take any action to compel the issuance of, a final certificate of occupancy in respect of any building to be constructed on the Property pursuant to a building permit, or any portion thereof, or permit any building to be constructed on the Property pursuant to a building permit to be occupied unless and until the owner of the Lands has delivered to the City a letter from a qualified engineer or consultant certifying that the Development has been constructed in compliance with this covenant. The owner of the Lands agrees to indemnify and save harmless the City against any and all actions arising in connection with this covenant.

VIII. **Section 219 Land Title Act Covenant CA9305782** – This is a covenant registered in favour of the City requiring the owner of the Lands:

- (1) not to request, permit to be requested or take any direct or indirect action to compel the issuance of a building permit in respect of the Property, or any portion thereof unless and until the owner of the Lands delivers to the City:
 - a. building design plans which incorporate the noise reduction recommendations contained the acoustical reports attached to Covenant CA9305782 (the “**Noise Reduction Recommendations**”); and
 - b. a letter of assurance, in form and content satisfactory to the City, from a qualified acoustical engineer or consultant confirming the building design satisfies the requirements of the Noise Reduction Recommendations;
- (2) to design, construct and maintain all buildings on the Property which are intended for residential use in accordance with the Noise Reduction Recommendations, at its sole cost and expense; and
- (3) not to apply for, or take any action to compel the issuance of, a final certificate of occupancy in respect of any building to be constructed on the Property pursuant to a building permit, or any portion thereof, or permit any building to be constructed on the Property pursuant to a building permit to be occupied unless and until the owner of the Lands has delivered to the City a letter from a qualified acoustical engineer or consultant certifying that the Development has been constructed in compliance with the Noise Reduction Recommendations.

The owner of the Lands agrees to indemnify and save harmless the City against any and all actions arising in connection with this covenant.

IX. **Section 219 Land Title Act Covenant CA9305786** – This is a covenant registered in favour of the City requiring the owner of the Lands only to build on, improve or use the Property in strict compliance with this covenant, namely that:

- (1) the maximum gross floor area built or constructed on the Remainder Lands will not exceed 213,872 square feet;
- (2) the maximum gross floor area built or constructed on the Air Space Parcel will not exceed 33,577 square feet; and

- (3) the Development will be constructed in strict compliance with the CD Plan and all subsequent preliminary plan approvals and building permits for the Property, such that the Air Space Parcel and the Remainder Lands will function as a single, integrated development and all buildings and related structures in the Air Space Parcel and the Remainder Lands will be treated as a single building for the purposes of the Code.

The owner of the Lands agrees to indemnify and save harmless the City against any and all actions arising in connection with this covenant.

X. **Section 219 Land Title Act Covenant CA9305800** – This is a covenant registered in favour of the City requiring the owner of the Lands:

- (1) to design, construct and complete all structures, improvements, sidewalks, walkways, hard and soft landscaping, surfacing and retaining walls and such works required by the City or necessary for lighting, drainage-irrigation and all other related utilities, furniture, equipment and elements to be installed (the “**Sidewalk Works**”) on that portion of the Property shown outlined in black on Explanatory Plan EPP112521 (the “**Sidewalk Statutory Right of Way Area**”); and
- (2) to comply with and abide by all laws and bylaws that apply to the Sidewalk Statutory Right of Way Area and the construction, installation and completion of the Sidewalk Works.

The owner of the Lands will:

- (3) at its sole expense, maintain the Sidewalk Works to the satisfaction of the City and in accordance with the servicing agreement, if any, between the City and the owner of the Lands in respect of the development of the Property;
- (4) not do, or permit to be done, any act or thing on the Property which may interference or injure the construction, maintenance, use or operation of the Sidewalk Works, as more particularly described therein, without the prior consent of the City;
- (5) not construct, install or maintain any trees, plants, buildings, structures, or improvements on, over or under the Sidewalk Statutory Right of Way Area without the prior consent of the City;
- (6) not diminish or increase the depth of ground cover over the Sidewalk Works without the prior consent of the City;
- (7) permit the City access to and egress from the Sidewalk Statutory Right of Way Area;
- (8) not grant any easements, statutory rights of way or other grants, lease or licences over the Public Plaza Statutory Right of Way Area without the prior consent of the City;
- (9) not do anything which would interfere with the public use and enjoyment of the Public Plaza Statutory Right of Way Area; and
- (10) not alter the Public Plaza Statutory Right of Way Area.

The owner of the Lands agrees to indemnify and save harmless the City against any and all actions arising in connection with this covenant.

- XI. **Statutory Right of Way CA9305801 (as to the Common Property only)** in favour of the City – This encumbrance is a statutory right of way granted in favour of the City over the Sidewalk Statutory Right of Way Area. Statutory Right of Way CA9305801 permits the City to:

- (1) make surveys, tests and examinations upon the Sidewalk Statutory Right of Way Area and excavate the soil thereof;
- (2) construct, install and maintain the Sidewalk Works;
- (3) cover the Sidewalk Statutory Right of Way Area with fill, soil, sand and/or gravel, as deemed necessary and expedient by the City;
- (4) disturb, demolish or remove any trees, plants, buildings, structures, or improvements on, over or under the Sidewalk Statutory Right of Way Area if, in the City's opinion, it may interfere with the City's right granted under Statutory Right of Way CA9305801;
- (5) exercise, enforce and take the benefit of such bylaws, statutes and laws as could be exercised, enforced and taken the benefit of as if the Sidewalk Statutory Right of Way Area was a dedicated street, highway or lane in the City;
- (6) permit all members of the public to pass and repass over the Sidewalk Statutory Right of Way Area by foot or non-motor vehicle as if the Sidewalk Statutory Right of Way Area was a dedicated street, highway, or lane in the City; and
- (7) do all acts necessary or incidental to the foregoing.

The owner of the Lands may not close or interfere with the Sidewalk Statutory Right of Way Area.

- XII. **Section 219 Land Title Act Covenant CA9646914** – This is a covenant registered in favour of the British Columbia Housing Management Commission ("**BCHMC**") requiring the owner of the Lands not to:

- (1) subject to section 11 therein, sell or otherwise dispose of any of the 32 dwelling units to be held for rental purposes (each a "**Dwelling Unit**" and collectively, the "**Rental Development**") to be constructed on the Lands for a period of 10 (ten) years from the date that the first Dwelling Unit in the Rental Development constructed on the Lands is first occupied, except together with all Dwelling Units in the Rental Development constructed on the Property;
- (2) subdivide the Property in such a way that all of the Dwelling Units in the Rental Development constructed on the Property are no longer on the same parcel of land for a period of 10 (ten) years from the date that the first Dwelling Unit in the Rental Development constructed on the Property is first occupied;
- (3) during the 10-year period set out therein, use the Dwelling Units in the Rental development constructed on the Property, or allow them to be used, except for Rental Purposes;

This covenant will be discharged against title to those subdivided parcels of the Property and the Building that do not contain the Rental Development provided that:

- (4) home warranty insurance coverage in accordance with the requirements of the Act and Regulations has been obtained in respect of the residential units forming the Market Component;
- (5) written request from the owner with the form of discharge and release in registrable form has been received by the BCHMC;
- (6) the cost of the preparation of each such discharge and release and the cost of registration in the Land Title Office is paid by the owner; and
- (7) the BCHMC has reasonable time within which to execute any such discharge and release and return same to the owner for registration.

The owner of the Lands agrees to indemnify and save harmless the BCHMC against any and all actions arising in connection with this covenant.

- XIII. **Mortgage CB30780 and Assignment of Rents CB30781 (as to the Strata Lots only)** in favour of National Bank of Canada.
- XIV. **Mortgage CB30829 and Assignment of Rents CB30830 (as to the Strata Lots only)** in favour of Westmount West Services Inc.
- XV. **Priority Agreement CB30916 (as to the Strata Lots only)** granting Mortgage CB30780 priority over Mortgage CB30829 and Assignment of Rents CB30830.
- XVI. **Priority Agreement CB30917 (as to the Strata Lots only)** granting Assignment of Rents CB30781 priority over Mortgage CB30829 and Assignment of Rents CB30830.
- XVII. **Statutory Right of Way CB244870** – This is a statutory right of way registered in favour of FortisBC Alternative Energy Services Inc. (“**FAES**”) over those portions of the Lands which contain the TES (as defined in the Disclosure Statement) for the construction, installation, operation and maintenance of the TES and the provision of Thermal Energy Services in respect of the Lands.
- XVIII. **Section 219 Land Title Act Covenant CB244871** – This is a covenant registered in favour of FAES requiring the owner of the Lands:
 - (1) not to knowingly do or permit to be done on the Lands or in the buildings on the Lands anything which interferes with the TES or impairs the operation or adversely impacts the TES and the provision of thermal energy services or creates any hazard;
 - (2) not to make, place, operate, use or maintain upon the Lands any building, structure, foundation, pavement, well, culvert, swimming pool, open drain or ditch, pond, pile or material, obstruction, equipment or thing, or to plant any vegetation which:
 - a. interferes or endangers the TES or the installation, construction, maintenance, repair, removal, or replacement of the TES;

- b. materially obstructs access by FAES or its Representatives to the TES; or
 - c. creates any hazard by its operation, use maintenance or existence on the Lands;
- (3) not to add or remove ground cover over the TES or carry out blasting on or next to the Lands without prior written consent of FAES; and
- (4) to act reasonably and cooperate with FAES in connection with the provision by FAES of Thermal Energy Services to the Lands and ensure FAES has reasonable access to the TES and any part thereof on the Lands at all reasonable times.

FAES and the owner of the Lands agree to indemnify and hold harmless the other party against any and all actions arising from any breach of the other party's environmental covenants. The Grantor agrees to indemnify and save harmless FAES against any and all actions arising in connection with this covenant.

- XIX. **Priority Agreement CB244872 (as to the Strata Lots only)** granting Statutory Right of Way CB244870 priority over Mortgage CB30780 and CB30781.
- XX. **Priority Agreement CB244873 (as to the Strata Lots only)** granting Covenant CB244871 priority over Mortgage CB30780 and Assignment of Rents CB30781.
- XXI. **Priority Agreement CB275107 (as to the Strata Lots only)** granting Statutory Right of Way CB244870 priority over Mortgage CB30829 and Assignment of Rents CB30830.
- XXII. **Priority Agreement CB275108 (as to the Strata Lots only)** granting Covenant CB244871 priority over Mortgage CB30829 and Assignment of Rents CB30830.
- XXIII. **Statutory Right of Way CB1559733** in favour of FortisBC Energy Inc. – This encumbrance is a statutory right of way granted in favour of FortisBC Energy Inc. permitting it to construct, install, operate, maintain and repair pipelines and other related works for the distribution of gas and to keep a specified area of the works clear. The approximate area of the works is delineated on a plan attached to the statutory right of way.
- XXIV. **Statutory Right of Way CB1932061** in favour of British Columbia Hydro and Power Authority – This encumbrance is a statutory right of way granted in favour of the British Columbia Hydro and Power Authority permitting it to construct, install, operate, maintain and repair cables, wiring, transformers and other works for the transmission and distribution of electricity and to keep the right of way area clear. The area of the works is outlined in heavy black on the explanatory plan deposited in the Land Title Office under number EPP110604.
- XXV. **Statutory Right of Way CB2204111** in favour of Telus Communications Inc. – This encumbrance is a statutory right of way granted in favour of Telus Communications Inc. permitting it to construct, install, operate, maintain and repair equipment, cables, wiring, conduits and other related works for telecommunications, data transmission, power and grounding. The location of the works will be restricted to the area shown in a schedule attached to the statutory right of way.
- XXVI. **Section 219 Land Title Act Covenant CB2299210** in favour of the City. This covenant is granted in connection with the Housing Agreement and contains restrictions and agreements that

are relevant to the Rental Component only. It is intended that this covenant will be discharged from title to the Common Property and the Strata Lots and that it will be registered against the Rental Air Space Parcel only.

- XXVII. **Priority Agreement CB2299211 (as to the Strata Lots only)** *(this priority agreement will be discharged in connection with the discharge of Covenant CB2299210 and Rent Charge CB2299213)* granting Covenant CB2299210 priority over Mortgage CB30829 and Assignment of Rents CB30830.
- XXVIII. **Priority Agreement CB2299212 (as to the Strata Lots only)** *(this priority agreement will be discharged in connection with the discharge of Covenant CB2299210 and Rent Charge CB2299213)* granting Covenant CB2299210 priority over Mortgage CB30829 and Assignment of Rents CB30830.
- XXIX. **Rent Charge CB2299213** in favour of the City. This rent charge secures performance of obligations under the Housing Agreement and the Section 219 Covenant registered CB2299210, which are relevant to the Rental Component only. It is intended that this rent charge will be discharged from title to the Common Property and the Strata Lots and that it will be registered against the Rental Air Space Parcel only.
- XXX. **Priority Agreement CB2299214 (as to the Strata Lots only)** *(this priority agreement will be discharged in connection with the discharge of Covenant CB2299210 and Rent Charge CB2299213)* granting Covenant CB2299213 priority over Mortgage CB30780 and Assignment of Rents CB30781.
- XXXI. **Priority Agreement CB2299215 (as to the Strata Lots only)** *(this priority agreement will be discharged in connection with the discharge of Covenant CB2299210 and Rent Charge CB2299213)* granting Covenant CB2299213 priority over Mortgage CB30829 and Assignment of Rents CB30830.
- XXXII. **Section 219 Land Title Act Covenant CB2327112** (the “**Public Art Covenant**”) – This is a covenant registered in favour of the City requiring the owner of the Lands:
- (1) to design, install and complete, at its sole expense, the public art features as detailed in the report entitled “Qualex-Landmark, Artesia, Detailed Public Art Plan, 4275 Grange Street, Burnaby, BC” (the “**Public Art**”);
 - (2) not to subdivide the Property;
 - (3) not to apply for, or take any action to compel the issuance of, a final certificate of occupancy in respect of any building to be constructed on the Property pursuant to a building permit, or any portion thereof, or permit any building to be constructed on the Property pursuant to a building permit to be occupied unless and until the owner of the Lands:
 - a. has, or will within six (6) months of the issuance of the occupancy certificate, completed the Public Art;

- b. has, or will within six (6) months of the issuance of the occupancy certificate, delivered to the City a report from a qualified public art consultant in form and content satisfactory to the City; and
 - c. in the case of subdivision of the Remainder Lands by strata plan, transferred ownership of the Public Art to the relevant strata corporation and entered into an agreement with such strata corporation and the City providing that the strata corporation assume responsibility for the maintenance, repair and replacement of the Public Art;
- (4) to clean and repair the Public Art to the same standards applied to similar public art works in the Metro Vancouver Area;
 - (5) not to remove any of the Public unless it is destroyed or damaged beyond repair and in such case, replace it with another work of similar kind, value, quality and utility; and
 - (6) not to do, or knowingly permit to be done, any act or thing on the Property which may interfere with, or inure the construction, maintenance, use or operation of, the Public Art without the prior written consent of the City.

The owner of the Lands agrees to indemnify and save harmless the City against any and all actions arising in connection with this covenant.

XXXIII. **Priority Agreement CB2327113 (as to the Strata Lots only)** granting Covenant CB2327112 priority over Mortgage CB30780 and Assignment of Rents CB30781.

XXXIV. **Priority Agreement CB2327114 (as to the Strata Lots only)** granting Covenant CB2327112 priority over Mortgage CB30829 and Assignment of Rents CB30830.

XXXV. **Section 219 Land Title Act Covenant CB2327116** (the “**Alternative Transportation Covenant**”) – This is a covenant registered in favour of the City requiring the owner of the Lands not to request, permit to be requested or take any direct or indirect action to compel the issuance of a building permit in respect of the Property, or any portion thereof unless and until the owner of the Lands:

- (1) has designed the Development to include certain bicycle storage areas and facilities more particularly described therein (the “**Bicycle Facilities**”);
- (2) has designed the Development to include three (3) parking spaces allocated for the parking of one or more vehicles provided by an organization in which members share the use of fleet of motor vehicles (“**Car Share Program**”) as shown in clouded black on the drawing attached to Covenant CB2327116 (“**Car Share Parking Spaces**”); and
- (3) a qualified professional has certified in writing to the City that the Bicycle Facilities and Car Share Parking Spaces meet the foregoing requirements.

The owner of the Lands will:

- (4) at its sole cost and expense, design, install and maintain the Bicycle Facilities and Car Share Parking Spaces to the satisfaction of the City;

- (5) at its sole cost and expense, own, operate and maintain in good condition and working order the Bicycle Facilities and Car Share Parking Spaces and will not convert either of the Bicycle Facilities or Car Share Parking Spaces to another use without the prior written consent of the City;
- (6) maintain at all times sufficient funds in a separate trust account or contingency fund to carry out its obligations described in (E) above;
- (7) allocate a minimum of two (2) bicycle storage spaces within the Bicycle Facilities for the exclusive use of each dwelling unit of the Development;
- (8) not, except to a Car Share Program, by lease, easement, licence, contract or otherwise, allocated to the sole or exclusive use of any person, the Car Share Parking Spaces;
- (9) not change the location of the Car Share Parking Spaces without the prior written consent of the City;
- (10) following completion of the Car Share Parking Spaces and thereafter for the life of the Development, or if the portion of the Property in which the Car Share Parking Spaces are located is subdivided by strata plan, until dissolution of the strata plan:
 - a. place clear and visible signage in the Car Share Parking Spaces identifying them as parking spaces for vehicles of the Car Share Program;
 - b. make at least annual inquiries, evidenced in writing, with operators of Car Share Programs in respect of the any Car Share Parking Spaces which are not occupied by vehicles of the Car Share Program pursuant to an agreement between the operator of a Car Share Program and the owner of the Lands (a **"Car Share Agreement"**);
 - c. permit the City to enter into car share agreements with operators of Car Share Programs in respect of the any Car Share Parking Spaces which are not occupied by vehicles of the Car Share Program pursuant to a Car Share Agreement (the **"City Car Share Agreement"**);
 - d. not do, or permit to be done, any act or thing on or in relation to the Property which may interfere with access to or use of the Car Share Parking Spaces by the public, as more particularly described therein; and
 - e. not subdivide the Property by way of strata plan unless the Bicycle Facilities and Car Share Parking Spaces are designated and remain designated as common property under the strata plan and remain under the control and management of the strata corporation or Housing Partner, as applicable, to the satisfaction of the City.

The owner of the Lands will not:

- (11) subdivide the Property, or any portion thereof, except for subdivision by Air Space Plan; and

- (12) apply for, or take any action to compel the issuance of, a final certificate of occupancy in respect of a building, or any portion thereof, on the Property or permit any building on the Property to be occupied;

unless and until the owner of the Lands has satisfied the following conditions, or made arrangements to satisfy the following conditions within six months of the issuance of an occupancy certificate, in respect of the Development:

- (13) delivered a final report from a qualified professional, in the form and content satisfactory to the City, certifying that the Bicycle Facilities and Car Share Parking Spaces have been constructed in accordance with this covenant and applicable building permits;
- (14) entered into a Car Share Agreement with MODO Co-operative in respect of one (1) Car Share Parking Space (the “**MODO Agreement**”), made all applicable payments required under same and confirmed receipt of sixty-three (63) car share memberships to the Car Share Program for the benefit of the occupants of the Development;
- (15) entered into a Car Share Agreement in respect of the remaining two (2) Car Share Parking Spaces, made all applicable payments required under same and more particularly described therein and confirmed receipt of ninety (90) additional car share memberships to the Car Share Program for the benefit of the occupants of the Development
- (16) if the Property, or any portion thereof, has been or will be subdivided by strata plan:
- a. entered into an agreement with the strata corporation and the City pursuant to which the strata corporation assumes all the covenants and obligations of the owner of the Lands under this covenant, with the exception of the control and administration of the Transit Subsidy Fund (Rental Units), as defined therein;
 - b. entered into an agreement with the strata corporation, the Housing Partner and the City pursuant to which the strata corporation assumes all rights and obligations of the owner of the Lands under the MODO Agreement and any Car Share Agreement;
 - c. transferred control and administration of the Transit Subsidy Fund (Strata Lots), as defined therein, to the strata corporation and entered into the Transit Pass Reimbursement Agreement (Strata Lots), as defined therein; and
 - d. transferred control and administration of the Transit Subsidy Fund (Rental Units), as defined therein, to the Housing Partner, and entered into the Transit Pass Reimbursement Agreement (Rental Units), as defined therein.

XXXVI. **Priority Agreement CB2327117 (as to the Strata Lots only)** granting Covenant CB2327116 priority over Mortgage CB30780 and Assignment of Rents CB30781.

XXXVII. **Priority Agreement CB2327118 (as to the Strata Lots only)** granting Covenant CB2327116 priority over Mortgage CB30829 and Assignment of Rents CB30830.

XXXVIII. **Statutory Right of Way CB2327119** in favour of the City – This encumbrance is a statutory right of way granted in favour of the City over that portion of the land shown outlined in black on Plan EPP143096 (the “**Car Share Right of Way Area**”) attached therein. Statutory Right of Way CB2327119 permits the City to:

- (1) pass and repass over the Car Share Right of Way Area with works, equipment, tools, vehicles and materials for the following purposes:
 - a. to inspect the Car Share Parking Spaces for compliance with Covenant CB2327116;
 - b. do any act which, in the City’s opinion, are necessary to rectify any default of the owner of the Lands under Covenant CB2327116; and
 - c. do all acts necessary or incidental to the foregoing;
- (2) permit all members of the public to pass and repass over the Car Share Right of Way Area for the purposes of parking and accessing the vehicles of the Car Share Program within the Car Share Parking Spaces; and
- (3) permit operators of a Car Share Program to pass and repass over the Car Share Right of Way Area to access and use the Car Share Parking Spaces for the purposes set out in a City Car Share Agreement.

XXXIX. **Priority Agreement CB2327120 (as to the Strata Lots only)** granting Statutory Right of Way CB2327119 priority over Mortgage CB30780 and Assignment of Rents CB30781.

XL. **Priority Agreement CB2327121 (as to the Strata Lots only)** granting Statutory Right of Way CB2327119 priority over Mortgage CB30829 and Assignment of Rents CB30830.

XLI. **Section 219 Land Title Act Covenant CB2327122** – This is a covenant registered in favour of the City requiring the owner of the Lands:

- (1) to design, construct and complete the public plaza, public seating, walkways, curbs, gutters, structures, improvements, furniture, pedestrian lighting, hard and soft landscaping, surfacing, retaining walls and such works required by the City or necessary for lighting, drainage, irrigation and all other utilities, furniture, equipment and elements to be installed (the “**Public Plaza Works**”) on that portion of the Property shown outlined in black on Explanatory Right of Way Plan EPP143098 (the “**Public Plaza Statutory Right of Way Area**”) required by the City in accordance with the CD Plan to the satisfaction of the City; and
- (2) to comply with and abide by all laws and bylaws that apply to the Public Plaza Statutory Right of Way Area and the construction, installation and completion of the Public Plaza Works.

The owner of the Lands will:

- (3) at its sole expense, maintain the Public Plaza Works to the satisfaction of the City;

- (4) not do, or permit to be done, any act or thing on the Property which may interference or injure the construction, maintenance, use or operation of the Public Plaza Works, as more particularly described therein, without the prior consent of the City;
- (5) not construct, install or maintain any trees, plants, buildings, structures, or improvements on, over or under the Public Plaza Statutory Right of Way Area without the prior consent of the City;
- (6) not diminish or increase the depth of ground cover over the Public Plaza Works without the prior consent of the City;
- (7) not grant any easements, statutory rights of way or other grants, lease or licences over the Public Plaza Statutory Right of Way Area without the prior consent of the City;
- (8) not do anything which would interfere with the public use and enjoyment of the Public Plaza Statutory Right of Way Area; and
- (9) not to alter the Public Plaza Statutory Right of Way Area.

The owner of the Lands agrees to indemnify and save harmless the City against any and all actions arising in connection with this covenant.

XLII. **Priority Agreement CB2327123 (as to the Strata Lots only)** granting Covenant CB2327122 priority over Mortgage CB30780 and Assignment of Rents CB30781.

XLIII. **Priority Agreement CB2327124 (as to the Strata Lots only)** granting Covenant CB2327122 priority over Mortgage CB30829 and Assignment of Rents CB30830.

XLIV. **Statutory Right of Way CB2327125 (as to the Common Property only)** in favour of the City – This encumbrance is a statutory right of way granted in favour of the City over the Public Plaza Statutory Right of Way Area as to part on Plan EPP143098. Statutory Right of Way CB2327125 permits the City to:

- (1) make surveys, tests and examinations upon the Public Plaza Statutory Right of Way Area and excavate the soil thereof;
- (2) construct, install and maintain the Public Plaza Works;
- (3) cover the Public Plaza Statutory Right of Way Area with fill, soil, sand and/or gravel, as deemed necessary and expedient by the City;
- (4) subject to the public's right of access to the Public Plaza Statutory Right of Way Area, disturb, demolish or remove any trees, plants, buildings, structures, or improvements on, over or under the Public Plaza Statutory Right of Way Area if, in the City's opinion, it may interfere with the City's right granted under Statutory Right of Way CB2327125;
- (5) permit all members of the public to pass and repass over the Public Plaza Statutory Right of Way Area by foot or non-motor vehicle as if the Public Plaza Statutory Right of Way Area was a dedicated park in the City; and

- (6) do all acts necessary or incidental to the foregoing.
- XLV. **Priority Agreement CB2327126 (as to the Strata Lots only)** granting CB2327125, as registered on the Common Property Record, priority over CB30780 and CB30781
- XLVI. **Priority Agreement CB2327127 (as to the Strata Lots only)** granting CB2327125, as registered on the Common Property Record, priority over CB30829 and CB30830
- XLVII. **Easement CB2327133** in favour of ASP 1. See summary in paragraph D above.
- XLVIII. **Priority Agreement CB2327134 (as to the Strata Lots only)** granting Covenant CB2327133 priority over Mortgage CB30780 and Assignment of Rents CB30781.
- XLIX. **Priority Agreement CB2327135 (as to the Strata Lots only)** granting CB2327133 priority over Mortgage CB30829 and Assignment of Rents CB30830.
- L. **Covenant CB2327139** in favour of the City. This covenant is contained in the Reciprocal Agreement. The owners of the Rental Air Space Parcel, the Common Property and the Strata Lots each covenant and agree that, *inter alia*:
- (a) their respective parcels will be used to provide its Project Easements as set out in the Reciprocal Agreement;
 - (b) the Reciprocal Agreement will not be abandoned, surrendered, modified, released or discharged without the prior written consent of the City;
 - (c) the Reciprocal Agreement will not be suspended, interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of each owner;
 - (d) each owner will perform, meet its obligations under and otherwise comply with each of the Reciprocal Agreement;
 - (e) any building or structure on such owner's parcel will not be built, constructed, repaired, reconstructed, improved, altered or modified except in compliance with the Building Code, the Equivalency Requirements and the City Requirements; and
 - (f) each owner will inspect, operate Construct, maintain and Repair, as and when required, the Common Areas in its respective parcels.
- I. **Priority Agreement CB2327140 (as to the Strata Lots only)** granting Covenant CB2327139 priority over Mortgage CB30780 and Assignment of Rents CB30781.
- II. **Priority Agreement CB2327141 (as to the Strata Lots only)** granting Covenant CB2327139 priority over Mortgage CB30829 and Assignment of Rents CB30830.
- III. **Statutory Right of Way CB2327142** in favour of the City. This statutory right of way is contained in the Reciprocal Agreement and grants the City the right of way to access to ASP 1, the Common Property and the Strata Lots in connection with any emergency responses, including as necessary to respond to any real or perceived risk to person or property and to bring any

machinery, vehicles, materials and equipment reasonably required in connection with the foregoing.

- IV. **Priority Agreement CB2327143 (as to the Strata Lots only)** granting Covenant CB2327142 priority over Mortgage CB30780 and Assignment of Rents CB30781.
- V. **Priority Agreement CB2327144 (as to the Strata Lots only)** granting Covenant CB2327142 priority over Mortgage CB30829 and Assignment of Rents CB30830.
- VI. **Option to Lease CB2327224 (as to Common Property only)** in favour of Qualex-Landmark Living Parking Ltd. in connection with the lease of all of the parking stalls and storage areas and all other areas in the portion of the parking facility on the Lands shown outlined in black over those parts of the Common Property on Plan EPP147720.
- VII. **Option to Lease CB2327225 (as to Common Property only)** in favour of Qualex-Landmark Living Parking Ltd. in connection with the lease of all of the parking stalls and storage areas and all other areas in the portion of the parking facility on the Lands shown outlined in black over those parts of the Common Property on Plan EPP147720.

EXHIBIT L
FILED RECIPROCAL AGREEMENT

See attached.



Land Title Act
Charge
General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE
SEP 09 2025 11:16:42.015
CB2327133-CB2327144

1. Application

Document Fees: \$990.24

Dentons Canada LLP
Barristers and Solicitors
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8
6046874460

File No. 583678-1/EF/jl

Qualex-Landmark re Artesia

Master Reciprocal Easement

2. Description of Land

PID/Plan Number	Legal Description
031-519-563	LOT A DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP110401, EXCEPT AIR SPACE PLAN EPP143095
EPP143095	AIR SPACE PARCEL 1 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT AIR SPACE PLAN EPP143095



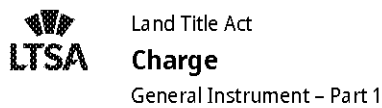
Land Title Act

Charge

General Instrument – Part 1

3. Nature of Interest

Type	Number	Additional Information
EASEMENT		Paragraph 2.1 over PID: 031-519-563, Lot A District Lot 34 Group 1 New Westminster District Plan EPP110401, Except Air Space Plan EPP143095 Dominant Tenement: Air Space Parcel 1 District Lot 34 Group 1 New Westminster District Air Space Plan EPP143095
PRIORITY AGREEMENT		Granting the Easement herein priority over Mortgage CB30780 (as transferred to CB2226341) and Assignment of Rents CB30781 (as transferred to CB2226342)
PRIORITY AGREEMENT		Granting the Easement herein priority over Mortgage CB30829 and Assignment of Rents CB30830
EASEMENT		Paragraph 3.1 over Air Space Parcel 1 District Lot 34 Group 1 New Westminster District Air Space Plan EPP143095 Dominant Tenement: PID: 031-519-563, Lot A District Lot 34 Group 1 New Westminster District Plan EPP110401, Except Air Space Plan EPP143095
PRIORITY AGREEMENT		Granting the Easement herein priority over Mortgage CB30780 (as transferred to CB2226341) and Assignment of Rents CB30781 (as transferred to CB2226342)
PRIORITY AGREEMENT		Granting the Easement herein priority over Mortgage CB30829 and Assignment of Rents CB30830
COVENANT		s.219 Covenant, L.T.A. Paragraph 10.1
PRIORITY AGREEMENT		Granting the Section 219 Covenant herein priority over Mortgage CB30780 (as transferred to CB2226341) and Assignment of Rents CB30781 (as transferred to CB2226342)
PRIORITY AGREEMENT		Granting the Section 219 Covenant herein priority over Mortgage CB30829 and Assignment of Rents CB30830
STATUTORY RIGHT OF WAY		s.218 Statutory Right of Way, L.T.A. Paragraph 11.1
PRIORITY AGREEMENT		Granting the Section 218 Statutory Right of Way herein priority over Mortgage CB30780 (as transferred to CB2226341) and Assignment of Rents CB30781 (as transferred to CB2226341)



Type	Number	Additional Information
PRIORITY AGREEMENT		Granting the Section 218 Statutory Right of Way herein priority over Mortgage CB30829 and Assignment of Rents CB30830

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)
- QUALEX-LANDMARK ORCHARD HOLDINGS LTD., NO.BC1170942**
- NATIONAL BANK OF CANADA, (AS TO PRIORITY)**
- WESTMOUNT WEST SERVICES INC., NO.BC1195001, (AS TO PRIORITY)**

6. Transferee(s)
- QUALEX-LANDMARK ORCHARD HOLDINGS LTD**
SUITE 670, 999 CANADA PLACE
VANCOUVER BC V6C 3E1

BC1170942
- CITY OF BURNABY**
4949 CANADA WAY
BURNABY BC V5G 1M2

7. Additional or Modified Terms



Land Title Act

Charge

General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

EMMANUEL FUNG
Barrister & Solicitor
DENTONS CANADA LLP
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8

YYYY-MM-DD

2025-07-31**QUALEX-LANDMARK ORCHARD
HOLDINGS LTD.**

By their Authorized Signatory

CYRUS NAVABI

Telephone (604) 687-4460

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

Guadalupe Lucia Ley
**Commissioner for Taking Affidavits
for British Columbia**
Suite 1500, 1040 West Georgia Street
Vancouver BC V6E 4H1

YYYY-MM-DD

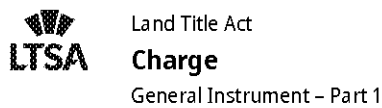
2025-08-07**NATIONAL BANK OF CANADA**
By their Authorized Signatory_____
Print Name: Daniel Jay

2021-0214

Expires January 31, 2027

Print Name: Ted Lam**Officer Certification**

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



Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
Uppkar Dosanjh Mann Commissioner for Taking Affidavits for British Columbia 520 - 1130 West Pender Street Vancouver BC V6E 4A4	YYYY-MM-DD 2025-08-06	WESTMOUNT WEST SERVICES INC. By their Authorized Signatory TOM REEVES

My Commission Expires July 31, 2028

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
Joy Ren Barrister & Solicitor Suite 205 - 4946 Canada Way Burnaby BC V5G 4H7	YYYY-MM-DD 2025-08-15	CITY OF BURNABY By their Authorized Signatory Print Name: Kathryn Matts, Administrative Officer 2

604-673-2879

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

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

Emmanuel Fung
E6EEKG

Digitally signed by
Emmanuel Fung E6EEKG
Date: 2025-09-09
09:57:53 -07:00

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TERMS OF INSTRUMENT – PART 2**ARTESIA****RECIPROCAL ASP EASEMENTS, SPECIFIC EASEMENTS,
STATUTORY RIGHTS-OF-WAY AND SECTION 219 COVENANTS**

THIS AGREEMENT dates for reference the date of execution by the City on the Form C to which this Agreement is attached and which forms part of this Agreement,

AMONG:

QUALEX-LANDMARK ORCHARD HOLDINGS LTD. (Inc. No. BC1170942), a company incorporated under the laws of the Province of British Columbia and having an office at Suite 670, 999 Canada Place, Vancouver, BC V6C 3E1

(in its capacity as owner of ASP 1, the "**ASP 1 Owner**")

AND:

QUALEX-LANDMARK ORCHARD HOLDINGS LTD. (Inc. No. BC1170942), a company incorporated under the laws of the Province of British Columbia and having an office at Suite 670, 999 Canada Place, Vancouver, BC V6C 3E1

(in its capacity as owner of the Remainder, the "**Remainder Owner**")

AND:

CITY OF BURNABY, a municipal corporation, of 4949 Canada Way, Burnaby, BC V5G 1M2

(the "**City**")

WHEREAS:

A. The ASP 1 Owner is the registered owner of ASP 1 and the Remainder Owner is the registered owner of the Remainder.

B. The Owners have constructed the Project, which is comprised of the following integrated Developments described located within each Owner's Parcel:

Remainder	a strata residential development within a standalone 31- story tower over a shared parkade
ASP 1	a residential development within a standalone 5-story midrise building over a shared parkade

C. The Developments will be structurally and functionally interdependent, and each Owner wishes to grant certain rights, licences, and easements to the Other Owners in order to provide support, access,

and utilities and other benefits to allow the Other Owners to operate, manage and maintain their respective Developments, and each Owner agrees to share in the costs relating to such rights, licenses and easements, all as more particularly set out herein;

D. Pursuant to Section 18(5) of the *British Columbia Property Law Act*, a registered owner in fee simple may grant to itself an easement over land that it owns for the benefit of other land that it owns in fee simple;

E. The Project Easements and Project Covenants contained herein are required by the City as a condition of the subdivision of the Parent Parcel into the Parcels;

F. The City wishes to become a party to this Agreement to ensure that the rights, licences and easements hereby created continue to enure to the benefit of the Owners from time to time of the Parcels;

G. Section 218 of the *Land Title Act*, provides that a person may create by grant or otherwise, in favour of a municipality, an easement without a dominant tenement, to be known as a statutory right-of-way, for any purpose necessary for the municipality's undertaking;

H. The statutory right of way set out in this Agreement is essential to the operation and maintenance of the City's undertaking; and

I. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to land in favour of a municipality.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the matters referred to in the foregoing recitals, the covenants and mutual agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by each of the Owners), the Owners for themselves and their respective successors and assigns, hereby acknowledge, agree, covenant, declare and grant as follows:

1.0 DEFINITIONS

1.1 Definitions

In this Agreement, the following terms have the following meanings unless the context otherwise requires:

"Access" has the following meanings:

General Permitted Purposes

- (a) with respect to Access for Support, **"Access"** means support of any Development that is situate within the Dominant Tenement by the Servient Tenement and by the Support Structures existing or Constructed on the Servient Tenement that comprise part of the Common Areas;
- (b) with respect to Access to Pedestrian Access Routes, **"Access"** means to enter, go, pass and repass in, over and upon all or any part of the Pedestrian Access Routes which are situate on the respective Servient Tenement that comprise part of the Common Areas as

the respective Dominant Owner may reasonably require, on foot and with or without wheelchairs and other similar aids for physically challenged persons, for the purposes of: (i) obtaining access to and egress from the respective Dominant Tenement and from those portions of the Servient Tenement that are necessary for or incidental to any Permitted Purposes granted to the respective Dominant Owner by the Servient Owner and (ii) passing and repassing in, over and upon over any Pedestrian Access Routes serving the Project as may be reasonably required for the reasonable use and enjoyment of the Dominant Owner and its Users;

- (c) with respect to Access to Service Connections, "**Access**" means to enter, go, pass and repass in, over and upon the respective Servient Tenement, including, without limitation, in, over and upon the Service Areas within the Servient Tenement that comprise part of the Common Areas, as the respective Dominant Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purposes of using reasonably and obtaining reasonable access to and egress from Service Connections that serve the Dominant Tenement;
- (d) with respect to Access to Fire Suppression Systems, "**Access**" means to enter, go, pass and repass in and upon the respective Servient Tenement as the respective Dominant Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purposes of using reasonably and obtaining reasonable access to and egress from any Fire Suppression Systems that serve the Dominant Tenement;
- (e) with respect to Access for Building Services, "**Access**" means to enter, go, pass and repass in, over and upon the respective Servient Tenement as the respective Dominant Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purposes of providing the Building Services;
- (f) with respect to Access for Repair and Construction, "**Access**" means:
 - (i) to Repair the Servient Tenement and to enter, go, pass and repass in, over and upon the respective Servient Tenement as the respective Dominant Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purposes of Repairing the Servient Tenement,
 - (ii) to enter, go, pass and repass in, over and upon the respective Servient Tenement as the respective Dominant Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purposes of Constructing or Repairing the Dominant Owner's Development; and
 - (iii) to enter, go, pass and repass in, over and upon the respective Servient Tenement as the respective Dominant Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purposes of operating, inspecting, Constructing, maintaining, repairing or replacing in compliance with the Equivalencies;
- (g) with respect to Access to Vehicular Access Routes, "**Access**" means to enter, go, pass and repass in, over and upon all or any part of the Vehicular Access Routes which are situate on the respective Servient Tenement as the respective Dominant Owner may

reasonably require, on foot or by wheelchair or similar modes of conveyance or bicycles and with vehicles for the purposes of: (i) obtaining access to and egress from the respective Dominant Tenement and from those portions of the Servient Tenement that are necessary for or incidental to any Permitted Purposes granted to the respective Dominant Owner by the Servient Owner and (ii) passing and repassing in, over and upon over any Vehicular Access Routes serving the Project as may be reasonably required for the reasonable use and enjoyment of the Dominant Owner and its Users;

Specific Permitted Purposes

- (a) with respect to the Access to ASP 1 Exclusive Use Areas in Remainder, "**Access**" means to enter, go, pass, remain and repass in, over and upon the ASP 1 Exclusive Use Areas as the ASP 1 Owner may require, with or without supplies and equipment, for the purpose of using (including Repairing and Constructing) the ASP 1 Exclusive Use Areas in Remainder for their intended purposes on a exclusive basis, subject only to the limitations and reservations for the benefit of the Remainder Owner set out herein and the other provisions of this Agreement;
- (b) with respect to the Access to Shared Emergency Generator Room, "**Access**" means to enter, go, pass and repass in, over and upon the Remainder as the ASP 1 Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purposes of using reasonably and obtaining reasonable access to and egress the Shared Emergency Generator Room and the emergency generators and equipment located therein; and
- (c) with respect to the Access to Service Areas in Remainder Shared with ASP 1, "**Access**" means to enter, go, pass and repass in, over and upon the vista chamber, main mechanical room, the storm detention tank and main electrical room on the P1 level of the Remainder, which are generally in shown in the location sketch plans attached as Schedule B, as the ASP 1 Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purposes of using reasonably and obtaining reasonable access to such shared Service Areas and the Service Connections and Equipment therein that serve ASP 1.

"Agreement" or **"this Agreement"** means this agreement and includes all recitals and schedules to this agreement.

"Annual Shared Costs Statement" means the statement of the actual Shared Costs for a calendar year prepared by the Property Manager pursuant to Section 8.5.

"ASP 1" means the lands and premises in the City of Burnaby that are legally described as Air Space Parcel 1 District Lot 34 Group 1 New Westminster District Air Space Plan EPP143095.

"ASP 1 Owner" means the registered owner, from time to time, of ASP 1 and includes the Transferee of such registered owner. The current registered owner of the ASP 1 as of the date of this Agreement is Qualex-Landmark Orchard Holdings Ltd.

“ASP 1 Exclusive Use Areas in Remainder” means, collectively, the following areas located within the Remainder that are intended for the primary or exclusive use by the ASP 1 Owner, and that are contained within the ASP 1 Exclusive Use Areas Easement Plan:

P2 Level

- (a) the elevator pit marked “Elev R1 Pit” located on the P2 level of the Parking Facility on the location sketch plans attached as Schedule B;
- (b) the elevator control room marked “Elev Control Room” located on the P2 level of the Parking Facility on the location sketch plans attached as Schedule B;

P1 and P1 (Upper) Level

- (c) the parking stalls marked “R1” to “R16”, the area marked “Car / Bike Wash”, the visitor parking stalls marked “V1 (Rental B.)”, “V2 (Rental B.)”, “V3 (Rental B.)” and “V4 (Rental B.)” and all drive aisles, ramps, gates (including the secondary parkade gate serving ASP 1) and other areas, equipment and facilities within the area marked “Rental Bldg Parking Area”, which are located on the P1 level and the P1 (Upper) level of the Parking Facility on the location sketch plans attached as Schedule B;
- (d) the elevator marked “Elev R1” located on the P1 level of the Parking Facility on the location sketch plans attached as Schedule B;
- (e) the elevator lobby marked “Rental Elev Lobby P1” located on the P1 level of the Parking Facility on the location sketch plans attached as Schedule B;
- (f) the exit stair marked “ST – R1c” located on the P1 level of the Parking Facility on the location sketch plans attached as Schedule B;
- (g) the bicycle storage rooms marked “Bike R1” and “Bike R2” and the room marked “Rental Bike Repair” located on the P1 level of the Parking Facility on the location sketch plans attached as Schedule B;
- (h) the utility rooms marked “Rental Mech” and “Rental Elec” located on the P1 level of the Parking Facility on the location sketch plans attached as Schedule B;
- (i) the room marked “Jan 1” located on the P1 level of the Parking Facility on the location sketch plans attached as Schedule B;
- (j) the garbage and recycling room marked “Rental Garbage and Recycle” located on the P1 level of the Parking Facility on the location sketch plans attached as Schedule B;

L1 Level

- (k) the landscaped outdoor areas, including the area marked “Rental Children Play Area”, which are located and outlined on the location sketch plans attached as Schedule B;

General

- (l) all other areas, equipment and facilities contained within the ASP 1 Exclusive Use Areas Easement Plan and not specifically described above,

but excluding any Fire Suppression Systems, Service Connections, Service Areas, Support Structures (including Exterior Elements) and other areas, facilities, systems and equipment within such areas that are for the shared use of or that benefit the other parts of the Remainder.

"ASP 1 Exclusive Use Areas Easement Plan" means the volumetric easement plan EPP143097 prepared by Haemee Lee, BCLS.

"Budgeted Shared Costs" means the budgeted amount of the Shared Costs for a calendar year, as determined by the Property Manager pursuant to Section 8.2.

"Building Code" means the *British Columbia Building Code* (2018) and all amendments thereto or replacements thereof.

"Building Services" means, without duplication:

- (a) security, alarm and elevator monitoring services required for the safe and prudent use of the Common Areas, or any of them, in accordance with standards for security for comparable developments in the Metro Vancouver Regional District and in compliance with all applicable requirements of insurers, fire departments and municipal or governmental by-laws;
- (b) cleaning and janitorial services required in order to maintain those portions of the Common Areas in a clean, neat and tidy condition and to the standard maintained for comparable developments in the Metro Vancouver Regional District;
- (c) providing, installing, maintaining and repairing signs and directions of a consistent style, format and level of quality in those portions of the Common Areas used by the Dominant Owners or their Users for Access to Pedestrian Access Routes and, including signs in elevators, stairwells and corridors as required for direction to Owners and Users;
- (d) managing the use of the Common Areas by the Owners and the Users of the Servient Tenement and the Dominant Tenement thereof;
- (e) managing and making arrangements for the delivery or provision of utilities and services; and
- (f) for certainty, includes provision of the following, to the extent required in order for an Owner to: (A) meet its obligations to provide the above Building Services; (B) meet its obligations under Section 7.3 of this Agreement, or (C) operate the Development in its Parcel to a standard consistent with similar Developments in the Metro Vancouver Regional District:
 - (i) janitorial services;
 - (ii) security services, including maintenance and operation of security systems;
 - (iii) Repair of the Common Areas;

- (iv) landscaping services;
- (v) cleaning supplies;
- (vi) pest control;
- (vii) uniforms;
- (viii) waste removal and recycling;
- (ix) security equipment; and
- (x) landscaping equipment and supplies.

"Certified Professional" means an architect or engineer who has been recognized as qualified as a certified professional by the City and who has been retained by the Owners to advise them regarding compliance of the Project with the Building Code.

"Certified Professional Report" means the certified professional report dated June 14, 2021, and revised on December 17, 2024, titled "Air Space Parcel Subdivision Report" prepared by GHIL Consultants Ltd. and attached hereto as Schedule D.

"City" means the City of Burnaby, Province of British Columbia.

"City Parties" means the elected officials, officers, employees, agents and approving officer of and for the City and **"City Party"** means any one of them.

"City Requirements" means the development permit and the rezoning considerations applicable to the Project, and all other applicable City bylaw and zoning requirements.

"Claims and Expenses" means any and all actions, causes of action, suits and claims, whether at law or in equity, and losses, expenses, costs (including legal costs on a solicitor-client basis) and damages, of any kind or nature whatsoever.

"Common Areas" means the Fire Suppression Systems, Service Connections, Service Areas, Pedestrian Access Routes, Vehicular Access Routes, Support Structures (including Exterior Elements), Shared Emergency Generator Room and other areas, facilities, systems and equipment located in or upon a Parcel and comprising part of the Development located therein, in each and every case, as and to the extent that the same are for the common use and benefit of some or all of the Owners pursuant to the Project Easements herein granted.

"Common Wall" means any wall which is owned jointly by any two or more Owners and which separate their respective Parcels from each other.

"Construction" means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, remove or renew and all other activities or other work incidental or related thereto and **"Construct"**, **"Constructing"** and **"Constructed"** have corresponding meanings.

"Damaged Development" has the meaning set out in Section 9.1.

"Development" means in respect of each of the Parcels, all buildings, erections, improvements and other structures from time to time situate within or upon such Parcels and **"Developments"** means all of them.

"Dominant Owner" means the respective registered owner from time to time of a Dominant Tenement.

"Dominant Tenement" in relation to a Project Easement, means each Parcel benefiting from and to which the Project Easement is appurtenant to, and specifically: (1) in relation to the Project Easement granted by the Remainder Owner pursuant to Section 2.1, means ASP 1, and (2) in relation to the Project Easement granted by the ASP 1 Owner pursuant to Section 3.1, means the Remainder.

"Equivalencies" has the meaning set out in Section 10.1(k).

"Equivalency Requirements" means the respective rights, obligations, acknowledgments and agreements set out in the Certified Professional Report that are required in order for the Project to comply with the requirements of the Building Code.

"Exterior Elements" means the exterior elements of the Developments within the Parcels, including:

- (a) all components of the roofs of the Developments, including roof membranes and insulation and including all trusses, braces, supports and similar elements that support such roofs;
- (b) the exterior walls, windows and cladding systems of each of the Developments within each of the Parcels, including the building envelope and insulation; and
- (c) all exterior areas of the Remainder containing hard and soft landscaping.

"Fire Suppression Systems" means all fire-fighting, fire suppression, fire prevention and life safety systems and equipment from time to time situate within the Parcels and includes all smoke evacuation, fire alarm and sprinkler/standpipe systems and the facilities providing water or electricity to such equipment and systems.

"Insured Property" means any Parcel and the Development situate therein or thereon, as the case may be, in respect of which the Owner thereof is required to take out and maintain insurance as provided in Section 7.10 for itself and for the benefit of the Other Owners.

"Interference" means, as the context requires herein, to unreasonably or unduly interfere with, endanger, impede or disturb the exercise of the rights, licences and Project Easements hereby granted and **"Interfere"** has a corresponding meaning.

"Major Damage" occurs when:

- (a) the improvements within a Parcel or Parcels are damaged or destroyed to the extent of at least 35% of the full replacement cost thereof;
- (b) the improvements within a Parcel or Parcels are condemned; or

- (c) the insurers for any or all of the Parcels, pursuant to policies of insurance maintained in accordance with this Agreement, elect to treat the damage or destruction to the Parcel or Parcels in question as a total loss,

provided that the determination of the extent of damage or destruction as provided in this Agreement will be made in writing by a professional engineer chosen by the Owner or Owners who have suffered such damage or destruction.

"Modification" means any change, addition to or reduction of the Project Easements, Project Covenants and Section 219 Project Covenants granted herein and includes all new and subsequently granted easements, covenants and Section 219 covenants granted by the Servient Owner from time to time to and for the benefit of the respective Dominant Tenement and the Dominant Owner thereof, or to and for the benefit of the City, as the case may be.

"Other Owners" means, in respect of any Owner, the other Owners, and **"Other Owner"** refers to one of them.

"Other Parcels" means the Parcel, Servient Tenement, or Dominant Tenement, as the case may be, owned by the Other Owners, and **"Other Parcel"** refers to one of them.

"Owners" means the registered owners, from time to time, of the Parcels, each in its capacity as the property owner of the applicable Parcel as the context requires, and includes the Transferees of such registered owners and **"Owner"** means any one of them, as the context requires. Notwithstanding that the one person may be the registered or beneficial owner of more than one Parcel, such person's rights, entitlements, obligations and liabilities as the registered owner with respect to any Parcel owned by it shall be separate and several from the rights, entitlements, obligations and liabilities with respect to any other Parcel owned by it, with the intent that such person shall be treated as a separate "Owner" with respect to each parcel legally owned by it. The current registered owner of all of the Parcels as of the date of this Agreement is Qualex-Landmark Orchard Holdings Ltd.

"Parcels" means ASP 1 and the Remainder, collectively, and **"Parcel"** means any one of them, as the context requires.

"Parent Parcel" means the lands and premises in the City of Burnaby, British Columbia legally described as PID: 031-519-563, Lot A District Lot 34 Group 1 New Westminster District Plan EPP110401, which lands and premises were subdivided by way of air space subdivision plan EPP143095 to create the Parcels.

"Parking Facility" means the 4-level underground parking facility comprising levels P4 to P1 of the Project;

"Pedestrian Access Routes" means, subject to the limitations set forth herein, those parts of the Parcels, including corridors, stairs, stairwells and elevators within the Parcels necessary for, or for the purpose of, or that are intended for the purpose of, pedestrian access and ingress, including, without limitation, all emergency exits and routes (including corridors, stairs and stairwells) out of

the Developments on the Parcels and those pedestrian access and egress routes described in Section 2.1 of the Certified Professional Report.

"Permitted Purposes" means the purposes for which each Dominant Owner may use the respective Project Easements granted to it, as described in Schedule A hereto.

"Prime Rate" means at any time, the per annum rate of interest published by the main branch in the Vancouver of the Bank of Nova Scotia or its successor at such time as its reference rate for setting rates of interest on loans in Canadian dollars and referred to by such bank as its **"Prime Rate"**.

"Project" means the Developments on ASP 1 and the Remainder collectively, and comprising all of the improvements thereon and collectively known as "Artesia".

"Project Covenants" means the covenants made by an Owner to the Other Owner pursuant to Section 7.0 and Section 8.0.

"Project Easements" means those easements granted pursuant to Sections 2.1 and 3.1, and **"Project Easement"** means any one of them.

"Property Management Agreement" means the agreement entered into between the Owners and the Property Manager for, *inter alia*, the provision of the Building Services and the operation, maintenance and repair of the Common Areas.

"Property Manager" means the property manager retained by the Owners pursuant to Section 7.6.

"Property Taxes" means the property taxes, charges, parking taxes and other assessments, levies and taxes on any Parcel and the Development within or upon such Parcel.

"Remainder" means PID: 031-519-563, Lot A District Lot 34 Group 1 New Westminster District Plan EPP110401, except Air Space Plan EPP143095.

"Remainder Owner" means the registered owner, from time to time, of the Remainder and includes the Transferee of such registered owner. The registered owner of the Remainder as of the date of this Agreement is Qualex-Landmark Orchard Holdings Ltd.

"Repair"

- (a) in respect of a Servient Tenement means,
 - (i) to inspect, test and examine the respective Servient Tenement for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result with reasonable likelihood in a loss of or Interference with any of the Project Easements granted for the benefit of the respective Dominant Tenement of such Servient Tenement;
 - (ii) to remedy any defect and to repair any damage to or replace any element of any Servient Tenement, which has resulted or may result with reasonable likelihood

in a loss of or Interference with any of the Project Easements granted for the benefit of the respective Dominant Tenement of such Servient Tenement;

- (iii) to take any action reasonably necessary to remedy any failure of a Servient Owner to Construct, repair, maintain, operate and replace its Servient Tenement in accordance with this Agreement and such as to ensure that there is not, nor is there a reasonable likelihood of, a loss of or Interference with any of the Project Easements granted for the benefit of the respective Dominant Tenement of the Servient Tenement; and
 - (iv) to operate, light, repair, maintain, landscape, service, replace and clean any portion of the Common Area of the Servient Tenement as required in order to ensure and permit the use and operation of the Project as an integrated, first-class development, comparable to other developments of similar size and quality in the Metro Vancouver Regional District; and
- (b) in respect of an Owner's Development means, to inspect, test and examine the Owner's Development, to remedy any defect and to repair any damage to or replace any element of the Development, and to operate, light, repair, maintain, landscape, service, replace and clean the Development.

and "**Repairing**" and "**Repaired**" have corresponding meanings.

"**Section 219**" means Section 219 of the British Columbia *Land Title Act*.

"**Section 219 Project Covenants**" means the Section 219 covenant granted by the Owners in favor of the City pursuant to Section 10.0.

"**Service Areas**" means any and all rooms and other spaces (whether or not enclosed) in the respective Servient Tenements which are used for housing or containing Service Connections, including for greater certainty any service room referred to in the Certified Professional Report.

"**Service Connections**" means any and all machinery, equipment (including mechanical equipment and generators), pipes, conduits, wires, cables, chutes, ducts, fans, vents, ventilation shafts or other vertical service spaces, circuit breakers, condensing units, meters, boilers, water tanks, light fixtures, heating and ventilating equipment, elevators, escalators and other devices and systems (including all ancillary appliances and equipment) from time to time situate within the Parcels which are required for and in connection with the provision and supply of any and all services and utilities to a Development, including gas, electricity, water (including water for any water feature or fountain), steam, sewer and drainage systems, mechanical/plumbing systems, air intake, air exhaust, HVAC, ventilation, emergency lighting and power supplies, fire and emergency alarms and systems, sprinklers and standpipe systems, security systems and telephone, radio, television, cablevision, computer and other communication signals in any form whatsoever, and specifically including the emergency generator(s) and related equipment in the Shared Emergency Generator Room and any systems, facilities and equipment for the distribution of the emergency power.

"**Servient Owner**" means the respective registered owner from time to time of a Servient Tenement.

"Servient Tenement" in relation to a Project Easement, means the Parcel charged with and burdened by such Project Easement, and specifically: (1) in relation to the Project Easement granted by the Remainder Owner pursuant to Section 2.1, means the Remainder, and (2) in relation to the Project Easement granted by the ASP 1 Owner pursuant to Section 3.1, means ASP 1.

"Shared Costs" has the meaning given to it in Schedule C.

"Shared Costs Payments" means the payments to be made by the Owners, as applicable, on account of their respective share of Shared Costs as contemplated pursuant to Sections 8.1, 8.3, 8.4 and 8.5 and, with respect to any Owner, as applicable, any amounts added to the Shared Costs payable only by such Owner as herein provided, together with all interest thereon pursuant to Section 8.6.

"Shared Emergency Generator Room" means the emergency generator room marked "Emergency Generator" on the location sketch plans attached as Schedule B, which is located on the level P1 of the Parking Facility in the Remainder, and which will be designated as the shared emergency generator room for the Project;

"Shared Utilities" means all utilities (including power, telecommunications, gas, water, sanitary and storm sewer utilities) provided by utility companies, or municipal, regional or Provincial authorities to the Parcels (or any combination of more than one of them, as applicable), that are not separately metered or assessed to the respective Owners.

"Statutory Right of Way" means the statutory right of way in favour of the City granted herein, set out in Section 11.1.

"Strata Corporation" means a strata corporation created by the deposit of a strata plan in respect of a Parcel;

"Support" means support and protection from exterior elements, by means of Support Structures located on a Servient Tenement, of a Development within a Dominant Tenement.

"Support Structures" means the Exterior Elements and any and all structural elements from time to time within the respective Servient Tenement and forming part of the Development therein which are required to support a Development that is situate within the respective Dominant Tenement, including anchors, foundations, columns, footings, supporting walls, floors and ceilings, beams, bents, brackets, bracings, grade or tie beams.

"Transferee" means any party to whom an Owner may from time to time sell, convey or transfer its interest in the Parcel owned by such Owner.

"Users" means the tenants and residents from time to time of all or any part of each of the Parcels, and the employees, servants, agents, contractors, invitees and licensees of such tenants and residents and of the Owners of the respective Parcels.

"Vehicular Access Routes" means those parts of the Remainder at, above or below street level which are from time to time designated by the Owners of the Parcels, respectively, for, or are used or intended for the passage of vehicles (including automobiles, trucks, motorcycles,

bicycles, and other similar modes of land conveyance), including driveways, roadways, lane ways, access ramps, drive-aisles, turnarounds and circulation lanes.

1.2 Schedules

The following Schedules are attached hereto and made part of this Agreement:

Schedule A — Permitted Purposes

Schedule B — Location Sketch Plans

Schedule C — Allocation of Shared Costs

Schedule D — Certified Professional Report

1.3 References and Headings

The references "hereunder", "herein" and "hereof" refer to the provisions of this Agreement and references to Articles, Sections and Schedules herein refer to Articles, Sections or subsections of or Schedules to this Agreement. The headings of the Articles, Sections, Schedules, Paragraphs and any other headings, captions or indices herein are inserted for convenience of reference only and shall not be used in any way in construing or interpreting any provision hereof. Any reference to time shall refer to Pacific Standard Time or Pacific Daylight Saving Time, during the respective intervals in which each is in force in the Province of British Columbia.

1.4 Singular/Plural and Derivatives

Whenever the singular or masculine or neuter is used in this Agreement or in the Schedules, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a derivative of such term shall have a corresponding meaning unless the context otherwise requires.

1.5 Including

The word "including", when following any general term or statement, and whether or not it is followed by such words as "without limitation", is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, and the general term or statement will be interpreted to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.

1.6 Statutory References

Any reference to a statute or by-law of any governmental authority shall include and shall be deemed to be a reference to such statute or by-law and to the regulations or orders made pursuant thereto and all amendments made thereto and in force from time to time, and to any statute, by-law, regulation or order that may be passed which has the effect of supplementing the statute or by-law so referred to or the regulations or orders made pursuant thereto.

1.7 Parties

Any reference to a party herein shall be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, tenants, licensees and invitees of such parties wherever the context so permits or requires.

1.8 Currency

All dollar amounts referred to in this Agreement are in Canadian dollars.

2.0 EASEMENTS OVER REMAINDER

2.1 Grant of Project Easements over Remainder.

The Remainder Owner, as registered owner of the Remainder, hereby grants to the ASP 1 Owner, as the registered owner of ASP 1, in perpetuity, the non-exclusive, full, free and uninterrupted right, liberty, right-of-way and easement on, over, within and through the Remainder, at any time in the case of emergencies and otherwise at all reasonable times but always subject to the rights of the occupants of the Remainder, in common with the Remainder Owner and all other persons now or hereafter having the express or implied permission of the Remainder Owner or the ASP 1 Owner, or having a similar right, subject to the terms, conditions, reservations and limitations stated herein, including without limitation, Section 2.3 and Section 4.0, in each case for the Permitted Purposes that are assigned to each of the ASP 1 Owner, in Table 2.1 of Schedule A hereto, and generally to do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this Section 2.1.

2.2 Benefit and Burden

The Project Easements granted in Section 2.1 will be appurtenant to and for the benefit of ASP 1 and will charge and be a burden on the Remainder. The Remainder Owner acknowledges and agrees that the easements granted herein over the Remainder in favour of ASP 1 may be exercised by the Users of ASP 1, subject always to the limitations and reservations on the exercise of such easements contained herein.

2.3 Secured and Exclusive Use Areas

Notwithstanding any provision herein, the ASP 1 Owner acknowledges that despite the easement rights granted in Section 2.1, (1) certain portions of the Remainder, other than the ASP 1 Exclusive Use Areas in Remainder, including the residential elevators servicing the Remainder, will be secured areas and accessible only by key, fob, access card or other similar device and that, if any User of ASP 1 does not have a key, fob, access card or other similar device to access any such secured area (or alternatively, such User's key, fob, access card or other similar device is not programmed to permit access), then such access will only be conducted under escort by the Property Manager or any other authorized personnel from the Remainder, and (2) the Remainder Owner may from time to time reasonably designate specified areas in the Remainder, other than the ASP 1 Exclusive Use Areas in Remainder, for the exclusive use of the Remainder Owner and its Users, which may include elevators, lobbies, vestibules, stairs, access points, personal storage areas and private bicycle storage, and may restrict access by the Users of ASP 1 to such portions of the Remainder, provided that, in either case, provided that under no circumstances may the Remainder Owner restrict access by the ASP 1 Owner to the following areas in the Remainder:

- (a) those Pedestrian Access Routes that are emergency exit routes; and
- (b) any and all areas set out in the Certified Professional Report that are required to have unrestricted access,

and further provided that, in either case, the Remainder Owner may not prevent or unreasonably impair the ASP 1 Owner from having access over the Remainder for its Permitted Purposes.

3.0 EASEMENTS OVER ASP 1

3.1 Grant of Project Easements over ASP 1

The ASP 1 Owner, as registered owner of ASP 1, hereby grants to the Remainder Owner, in perpetuity, the non-exclusive, full, free and uninterrupted right, liberty, right-of-way and easement on, over, within and through ASP 1, at any time in the case of emergencies and otherwise at all reasonable times but always subject to the rights of the occupants of ASP 1, in common with the ASP 1 Owner and all other persons now or hereafter having the express or implied permission of the Remainder Owner or the ASP 1 Owner, or having a similar right, subject to the terms, conditions, reservations and limitations stated herein, including without limitation, Section 3.3 and Section 4.0, in each case for the Permitted Purposes that are assigned to the Remainder Owner in Table 3.1 of Schedule A hereto, and generally to do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this Section 3.1.

3.2 Benefit and Burden

The Project Easements granted in Section 3.1 will be appurtenant to and for the benefit of the Remainder and will charge and be a burden on ASP 1. The ASP 1 Owner acknowledges and agrees that the easements granted herein over ASP 1 in favour of the Remainder may be exercised by the Users of the Remainder, subject always to the limitations and reservations on the exercise of such easements contained herein.

3.3 Secured and Exclusive Use Areas

Notwithstanding any provision herein, the Remainder Owner acknowledges that despite the easement rights granted in Section 3.1: (1) certain portions of ASP 1 will be secured areas and accessible only by key, fob, access card or other similar device and that, if any User of the Remainder does not have a key, fob, access card or other similar device to access any such secured area (or alternatively, such User's key, fob, access card or other similar device is not programmed to permit access), then such access will only be conducted under escort by the Property Manager or any other authorized personnel from ASP 1, and (2) the ASP 1 Owner may from time to time reasonably designate specified areas in ASP 1 for the exclusive use of the ASP 1 Owner and its Users, which may include elevators, lobbies, vestibules, stairs, access points, personal storage areas, private bicycle storage and patios, outdoor seating areas and outdoor commercial areas, and may restrict access by the Users of the Remainder to such portions of ASP 1, provided that, in either case, under no circumstances may the ASP 1 Owner restrict access by the Remainder Owner to the following areas in ASP 1:

- (a) those Pedestrian Access Routes that are emergency exit routes; and

- (b) any and all areas set out in the Certified Professional Report that are required to have unrestricted access,

and further provided that, in either case, the ASP 1 Owner may not prevent or unreasonably impair the Remainder Owner from having access over ASP 1 for its Permitted Purposes.

4.0 LIMITATIONS, RESTRICTIONS AND RESERVATIONS

4.1 Limitations on Project Easements

The Owners and the City acknowledge and agree that, notwithstanding the generality of the grant of the Project Easements for the Permitted Purposes pursuant to Sections 2.0 and 3.0, or the Section 219 Project Covenant granted in Section 10.1, and in addition to the limitations set out in Sections 2.3 and 3.3, the Project Easements are limited as follows:

- (a) *Reasonable Access and Exercise.* In exercising its rights under the Project Easements, each Dominant Owner shall only use those portions of the respective Servient Tenement to which it is reasonable for the Dominant Owner to have access for the Permitted Purposes in each case, and to the extent that any Project Easement granted herein for the benefit of a Dominant Tenement is not reasonably required by such Dominant Tenement or the Dominant Owner thereof, the Dominant Owner of such Dominant Tenement shall not exercise such Project Easement.
- (b) *Secured and Exclusive Use Areas.* The licences and easements herein granted are subject to the limitations in Sections 2.3 and 3.3.
- (c) *Notice.* The Project Easements that are granted herein for the purposes of Access for Repair and Construction, other than with respect to any repair and construction of the ASP 1 Exclusive Use Areas in Remainder which does not impact any elements that serve or benefit the Remainder, may only be exercised by the respective Dominant Owner after not less than five (5) days' prior written notice to the respective Servient Owner, except:
 - (i) in the case of emergency when no notice will be required; and
 - (ii) when exercised by the Property Manager pursuant to Section 7.4.

4.2 Reservations to Servient Owner

Notwithstanding the grant of the Project Easements or the Section 219 Project Covenant herein, there is hereby reserved to the respective Servient Owner, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time:

- (a) *Temporary Interruptions.* To temporarily interrupt the use and enjoyment by the respective Dominant Owner of their respective Project Easements and rights on and over the respective Servient Tenement for the purposes of:
 - (i) Constructing and Repairing such Service Areas or Service Connections in, upon, over, under or through a Servient Tenement as the respective Servient Owner may reasonably require or may deem expedient;

- (ii) Constructing or Repairing any Development now or hereafter placed in, upon, over or under any portion of the respective Servient Tenement to the extent the respective Servient Owner may require or may deem expedient; or
- (iii) except with respect to the Remainder Owner's use of and access over those portions of the ASP 1 Exclusive Use Areas in Remainder that do not serve or benefit the Remainder, using the Servient Tenement for any other purpose,

in any manner which does not, in each case, unreasonably Interfere with the Support, security or efficient functioning of the Development situate within the respective Dominant Tenement or the Access to and the enjoyment of the respective Dominant Tenement and the exercise of the Project Easements and rights granted for the benefit of the respective Dominant Tenement and the Dominant Owner thereof, provided that any such interruption is as short as reasonably possible, not less than five days' notice of the intended interruption is provided (except in the case of emergency, as determined by the Servient Owner, when no notice shall be required), interruptions are scheduled, to the extent reasonably possible, to occur outside the peak traffic hours of the Dominant Owner and measures are taken by the respective Servient Owner, during the period of the interruption, to provide the respective Dominant Owner with adequate alternative easement benefits to those interrupted.

- (b) *Rules and Regulations.* Subject to Section 14.1, and except with respect to the ASP 1 Exclusive Use Areas in Remainder, to make, amend, enforce and rescind reasonable rules and regulations governing, restricting or affecting the manner in which the Servient Tenement or any part or parts thereof may be used or enjoyed, including restrictions on the extent to which the Users of a Dominant Tenement may exercise the easements granted herein for the benefit of such Dominant Tenement, and to take all such reasonable actions as may be necessary to enforce or prevent any breach of such rules and regulations, provided that such rules and regulations are solely for the purpose of regulating the hours of use, enjoyment, safety, cleanliness, management, maintenance or operation of the Servient Tenement or any part or parts thereof.
- (c) *Grant Rights of Way.* To grant statutory rights of way or easements in favour of the City or any other governmental entity or any public utility or public authority over the Servient Tenement or any portion thereof as may reasonably be required, provided that the Remainder Owner may not grant any such statutory rights of way or easements that would materially impact the function or enjoyment of the ASP 1 Exclusive Use Areas by the ASP 1 Owner or its Users.

4.3 Emergencies

No Owner may exercise its rights in an emergency pursuant to Sections 4.1(b) and 4.2(a) without having first used all reasonable efforts to contact the Property Manager, or security personnel retained by the Property Manager, in order to permit the Property Manager to carry out or supervise the exercise of the rights of the Dominant Owner pursuant to Section 4.1(b) and of the Servient Owner pursuant to Section 4.2(a).

5.0 MODIFICATIONS OF EASEMENTS

5.1 Replacement Easements

As an integral part of the grant of the Project Easements contained herein, subsequent to or in contemplation of damage to, demolition or destruction of or renovations to any Development which is situate within a Parcel, or in contemplation of the construction of an additional Development upon a Parcel, each Owner shall, if so requested by another Owner and the City in writing, duly execute in registrable form and deliver to each of the other parties hereto such Modifications to this Agreement in a form and on such terms and conditions as the Owners and the City shall agree, each acting reasonably. There shall be no compensation or valuable consideration payable to any Owner or the City therefor. It is the intent of the Owners and the City that any Modifications to this Agreement shall be at least equal in utility, security, value and convenience as the Project Easements, Project Covenants and Section 219 Project Covenants granted hereunder and, provided that such Modifications to this Agreement are so equal, it is also intended that the Modifications to this Agreement shall Interfere as little as possible with the use and enjoyment of the respective Servient Tenements by the respective Servient Owners.

5.2 Discharges of Replaced Easements

Following the registration in the applicable Land Title Office of any Modification of this Agreement in accordance with Section 5.1, the Owners and the City shall, to the extent only that the Project Easements, Project Covenants and Section 219 Project Covenants granted hereunder have, to the extent reasonably required, been replaced, execute in registrable form and deliver to the other parties a surrender and discharge of the Project Easements, Project Covenants and Section 219 Project Covenants so replaced.

5.3 Additional Easements

Each Servient Owner agrees with the Other Owners to, within a reasonable period of time after receiving a written request, execute and deliver any Modifications of this Agreement as may be necessary to grant such additional easements over their respective Servient Tenements as the Other Owners (or any one of them) may reasonably require in order to permit the use and enjoyment of the Developments within the Parcels as an integrated development as contemplated hereby, provided that:

- (a) no compensation or valuable consideration shall be paid to the Servient Owner that grants such additional easements;
- (b) the Modifications of this Agreement required to grant and register such additional easements shall be in a form and on such terms as the respective Servient Owner and Dominant Owner shall agree, each acting reasonably; and
- (c) the additional easements granted pursuant to such Modifications to this Agreement shall Interfere as little as possible with the use and enjoyment of the respective Servient Tenements by the respective Servient Owner and shall be consistent with the general scheme of the Project Easements, Project Covenants and allocation of Shared Costs, as applicable, contemplated pursuant to this Agreement.

5.4 Priority of Replacement and Additional Easements

The Servient Owner in each case shall take all steps necessary to cause any Modifications to this Agreement contemplated pursuant to Sections 5.1 and 5.3 to have priority over any financial charges or financial encumbrances registered against the respective Servient Tenement.

6.0 PARTIAL RELEASE AND SUBDIVISION

6.1 Release

The Owners and the City agree that upon the preparation from time to time by a Servient Owner under a Project Easement of one or more explanatory or reference plans showing the actual location of any area, facility or improvement which is the subject of a Project Easement granted on such Servient Tenement, the respective Dominant Owner under such Project Easement and the City shall forthwith upon request by such Servient Owner, execute and deliver to such Servient Owner a partial discharge of the Project Easement and the Project Covenants and Section 219 Project Covenants granted by such Servient Owner in favour of the Other Owners and the City herein in relation thereto, so as to release such Project Easement, Project Covenants and Section 219 Project Covenants from such portions of such Servient Tenement as are not included within such explanatory or reference plan or plans and thereupon, such Project Easement and associated Project Covenants and Section 219 Project Covenants shall be restricted to the parts of such Servient Tenement shown in such explanatory or reference plan or plans.

6.2 Subdivision

6.2.1 If any of the Parcels are subdivided, then the rights, covenants, Section 219 Project Covenants, Statutory Rights of Way, and easements granted herein in respect of the Parcels shall continue to run with and bind each subdivided parcel thereof on which any of the Common Areas are located and shall be forthwith released and discharged from any other subdivided parcel.

6.2.2 For further clarity, to the extent that a Parcel is stratified, the rights, covenants, Section 219 Project Covenants, Statutory Rights of Way, and easements granted herein shall continue to run with and bind the lands located within the strata plan created by such stratification.

6.3 Subdivision and Redevelopment of Parcel

Upon subdivision of a Parcel by a strata plan:

- (a) the Strata Corporation will:
 - (i) perform and observe the covenants herein of the Owner of such Parcel at the expense of the Strata Corporation and the strata lot owners;
 - (ii) upon the registration of the strata plan by the Owner of such Parcel, enter into an assumption agreement with the Other Owners in a form satisfactory to the Other Owners, acting reasonably, to assume all of the then ongoing obligations hereunder and benefit from all of the rights as provided herein, and whereby such Owner of such Parcel will be released from all of its obligations hereunder

(for greater certainty, the Owner of such Parcel will cause the Strata Corporation to enter into such an assumption agreement);

- (iii) take into consideration the content of this Agreement and comply with Section 14.1 when creating, amending or rescinding the bylaws, rules and regulations of the Strata Corporation applicable to strata lot owners, and will cause the strata lot owners to comply with the obligations, restrictions and limitations as provided herein;
 - (iv) be responsible for any breach arising from any action or omission of any and all of the strata lot owners of the obligations, restrictions and limitations as provided herein;
 - (v) be entitled to give all permissions and consents permitted to be given by the Owner of the stratified Parcel; and
 - (vi) not amend the strata plan in a manner that would result in any one or more of the Common Areas becoming a strata lot or strata lots or part of a strata lot or strata lot; and the Strata Corporation will ensure that such aforementioned areas will remain situate on the common property of such amended strata plan; and
- (b) the liability of each strata lot owner in the strata plan to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, will be in proportion to the unit entitlement of his, her or its strata lot as established in accordance with the *Strata Property Act* or as otherwise determined by the Strata Corporation.

7.0 **COVENANTS**

7.1 **General Owners' Covenants**

Each Owner hereby covenants and agrees with each Other Owner that the respective Owner each case shall:

- (a) *Indemnity.* Indemnify and save harmless the Other Owners in respect of all Claims and Expenses suffered or incurred by the Other Owners by reason of or with respect to any injury to person or persons, including death, resulting at any time hereafter and any damage to or loss of property suffered by the Other Owners or others, arising out of or in any way related to the exercise by the respective Owner or the Users of such Owner's Parcel of their rights hereunder except to the extent it is caused by the negligence or wilful misconduct of any of the Other Owners or persons for whose conduct any of the Other Owners is responsible.
- (b) *Exit Routes.* Not to obstruct any Pedestrian Access Routes for emergency exiting and egress, including those that are specifically identified in the Section 2.1 of the Certified Professional Report.
- (c) *Minimize Nuisance.* Use all reasonable efforts to minimize the nuisance and inconvenience to the Other Owners or the Users of the Other Parcels arising out of any Construction or Repair carried out on the Parcel owned by such Owner.

- (d) *Not to Interfere with Other Parcels.* Insofar as it is practicable, to exercise its rights, and cause the Users of its Parcel to exercise their rights, hereunder in such a manner so as not to Interfere with the Other Parcels owned by the Other Owners.
- (e) *Not to Interfere with Other Owners' Easements.* Not do and not permit the Users of its Parcel to do, any act or thing which, in the reasonable opinion of the Other Owners (or any one of them), would Interfere with the exercise of the Other Owners' rights hereunder.
- (f) *Not to Interfere with Service Areas, Service Connections and Fire Suppression Systems.* Not to Repair, Construct or Interfere with any Service Areas, Service Connections or Fire Suppression Systems situated within its Parcel that comprise part of the Common Areas pursuant to the Project Easements granted to the Other Owners, save and except under the direct supervision of the Property Manager.
- (g) *Repair.* Promptly and properly repair, at the conclusion of any work done by the respective Owner, and at the respective Owner's cost and expense, all damage to the Other Parcels caused by any such work in order to meet good and prudent standards of repair.
- (h) *Discharge Liens.* Not create or permit to remain, and remove and discharge or cause to be removed and discharged promptly, at the cost and expense of such Owner, any lien, encumbrance or charge or claim of lien upon the Other Parcels (or any one of them) which arises out of the exercise of the rights of such Owner hereunder or any work performed or materials supplied at the request of, on the credit of, on behalf of, with the knowledge or consent of, or for the direct benefit of the Owner.
- (i) *Rules and Regulations.* In exercising any of rights under the Project Easements over any of the Other Parcels, to comply with any rules and regulations described in Section 4.2(b) of this Agreement which are applicable to the applicable Other Parcel.
- (j) *Authorized Personnel.* Only permit the Property Manager or qualified personnel supervised by the Property Manager to enter and access the Service Areas, Service Connections and Fire Suppression Systems which comprise part of the Common Areas and which are situate within the Parcel owned by the Owner, so as to minimize the risk of damage or Interference to the Service Areas, the Service Connections and the Fire Suppression Systems and the provision of utilities and services.
- (k) *Notice and Exchange of Information.* Promptly notify the Other Owners of any Construction or Repair, as permitted hereby, performed by or on behalf of such Owner to Common Areas in the Owner's Development that are subject to a Project Easement in favour of the Other Owners, and to obtain a professional engineering report with respect to such Construction or Repair where required pursuant to the Code Consultant's Report and provide to the Other Owners a copy of any engineering reports, drawings, plans, operating manuals and maintenance manuals relating to such Construction or Repair after it has been completed (including confirmation that such work complies with the Building Code or the Equivalency Requirements), unless requested earlier by the Other Owners, in which case such materials shall be delivered as soon as reasonably possible following such request.

7.2 Signs and Exterior Appearance of Parcels

The Owners shall not alter or permit the Users of their respective Parcels to alter, the exterior appearance of the Developments of their respective Parcels, in a manner that causes an unreasonable nuisance or disturbance to the Owner of the Other Parcels, or is inconsistent with the appearance, design or quality of the balance of the Project.

7.3 Obligation to Maintain and Provide Building Services

- (a) Each Owner at its sole cost and expense shall Repair, Construct, maintain, upgrade and replace, as and when required and so as to meet good and prudent standards of maintenance, repair and cleanliness and to provide Building Services to: (i) its respective Development, including any Common Areas therein, and (ii) any areas, facilities, systems, equipment within any Other Owner's Parcel for which ninety-five (95%) or more of the use, enjoyment or benefit is for the Owner only, provided that any Shared Costs relating to the matters in the first 3 rows of the table in Schedule C [*Parking Facility, P1 Level of the Parking Facility and Main parkade entry gate on P1 level*] shall be allocated in accordance with the table set out in Schedule C.
- (b) Subject to Section 7.3(c), the cost of maintenance, repair and replacement by an Owner of the Common Areas in its Parcel shall be allocated between such Owner and the Other Owners in accordance with Section 8.0 hereof.
- (c) Notwithstanding Section 7.3(b), the Remainder Owner shall Repair, Construct, maintain, upgrade and replace, as and when required and so as to meet good and prudent standards of maintenance, repair and cleanliness, and in accordance with Sections 2.5 and 2.8 of the Certified Professional Report:
 - (i) all Fire Suppression Systems, Service Connections and Service Areas necessary for, or used in connection therewith, including, without limitation, fire-resistance rated assemblies, fire alarms, fire detection systems, voice communication systems, smoke control measures, automatic sprinkler, standpipe and fire water systems;
 - (ii) Pedestrian Access Routes for emergency exiting and egress;
 - (iii) Vehicular Access Routes and Pedestrian Access Routes for intended or designated for fire department use;
 - (iv) all emergency power and lighting systems and all Service Connections necessary for, or used in connection therewith;and the cost of such maintenance, repair and replacement shall be allocated between the Remainder Owner and the ASP 1 Owner in accordance with Section 8.0 hereof.
- (d) Unless it is not feasible to do so, and in addition to but notwithstanding anything to the contrary in this Agreement, the Owners shall utilize, or shall cause the Property Manager to utilize, the same contractors and service providers for the maintenance, repair and

replacement of the Fire Suppression Systems, including using a single off-site monitoring service for the Project's fire alarm and detection systems.

7.4 Delegation to Property Manager

Notwithstanding Section 7.3(a), but subject to Section 7.3(c), each Owner shall delegate its responsibilities under Section 7.3(a) with respect to Common Areas to the Property Manager, and may delegate any of its other obligations under Section 7.3(a) to the Property Manager. The Owners shall from time to time provide the Property Manager with such written authorizations as the Property Manager may require in order to confirm that the Property Manager is authorized to exercise those Project Easements granted herein in connection with performing the Property Manager's obligations under the Property Management Agreement and as provided herein. Notwithstanding that the Owners may delegate their respective responsibilities under Section 7.3(a) with respect to Common Areas (subject to Section 7.3(c)) or any of its other obligations under Section 7.3(a) to the Property Manager, each Owner shall remain primarily responsible to the Other Owners for such responsibilities. Each Owner will provide the Property Manager with any key, fob, access card or other similar devices required to access any areas within the Owner's Parcel that may be necessary for the Property Manager to carry out its responsibilities under the Property Management Agreement.

7.5 Compliance with Encumbrances

Notwithstanding any provision of this Agreement, the Owners agree that the Project Easements granted herein will be deemed to allow for and provide for the necessary right and easement for each Owner to meet its obligations under any covenant, statutory right of way or other encumbrance registered against title to its Parcel in favour of the City.

7.6 Appointment of Property Manager

The Owners agree as follows:

- (a) to at all times and from time to time retain a Property Manager in accordance with the provisions of this Section 7.6. The Owners will agree to retain the Property Manager nominated by the Remainder Owner from time to time, provided that if the Remainder Owner fails to nominate a Property Manager within a reasonable time of any vacancy in the position, the Property Manager will be selected by a simple majority of the Owners;
- (b) any Property Manager retained by the Owners shall:
 - (i) have prior experience and expertise with the management of similar developments in the Metro Vancouver Regional District; and
 - (ii) be familiar with the terms of this Agreement;
- (c) the financial and other terms of the Property Management Agreement shall be commercially reasonable and comparable to those entered into between third party property managers and owners of similar developments in the Metro Vancouver Regional District;

- (d) the Property Management Agreement shall require the Property Manager to perform the obligations of the Property Manager under this Agreement and to assist and coordinate the Owners in meeting any other obligations under this Agreement that have been delegated to the Property Manager, which will include the responsibilities of the Owners under Section 7.3(a) with respect to Common Areas, and which may include any of the other obligations under Section 7.3(a), to the extent delegated to the Property Manager;
- (e) the Property Management Agreement will permit the Property Manager to retain contractors, workmen, suppliers and providers of Building Services and other services on behalf of the Owners.

7.7 Release and Indemnity

Each Owner hereby indemnifies and saves harmless the Other Owners in respect of all Claims and Expenses suffered or incurred by the Other Owners arising out of or in any way related to:

- (a) the Interference by the indemnifying Owner with the Property Manager's attempts to Repair, to the extent the Property Manager or the Other Owners may be permitted or obligated hereunder;
- (b) any liability to the City hereunder to the extent arising from the Owner's negligence, wilful misconduct or breach;
- (c) the failure of the indemnifying Owner to pay Shared Cost Payments in the manner and on or before the dates required pursuant to Section 8.0; and
- (d) disputes between the Property Manager and the Owners under the Property Management Agreement arising because of any act or omission of the indemnifying Owner.

7.8 Co-operation

Notwithstanding that, as provided in Section 7.4 and subject to Section 7.3(c), the Property Manager will be delegated the responsibility for Repairing, Constructing, maintaining, upgrading and replacing the Common Areas:

- (a) the Owners of the Parcels acknowledge and agree that they may each retain separate property management companies to manage and operate the portions of the Developments within their respective Parcels that do not comprise Common Areas and that the ASP 1 Owner may retain a separate property management company to manage the ASP 1 Exclusive Use Areas in Remainder; and
- (b) each of the Owners of the Parcels will co-operate, either directly or through their respective property managers, with the Property Manager in order that the Property Manager may duly carry out the obligations delegated to it under Section 7.4.

7.9 Failure of Property Manager to Repair

If the Property Manager fails to carry out its obligations under the Property Management Agreement within a reasonable period of time after notice from one or more of the Owners, the Owners

that have delivered such notice may perform such work, and to the extent that such work is for the benefit of the Other Owners, shall be reimbursed by such Other Owners for their reasonable costs and expenses of doing so, in accordance with the cost sharing provisions of Section 8.0.

7.10 Insurance by Owners

Each Owner shall insure and perform the following covenants in respect of its respective Insured Property and, as applicable in respect of the Other Parcels, for itself and for the benefit of the Other Owners:

- (a) the Owner in each case shall, at its sole cost and expense, and in addition to and not in substitution for any policies of insurance maintained by the Other Owners, take out and keep in full force and effect, or cause to be maintained, policies of:
 - (i) insurance against fire, flood, earthquake, water damage and other risks of physical loss or damage covered by a standard all-risks policy, and insurance against all other hazards covered by policies normally in use from time to time by prudent owners of properties in the Metro Vancouver Regional District similar to the Insured Property, on the Development comprised in the Insured Property, in an amount equal to the full replacement cost thereof. "Full replacement cost" means the actual replacement cost of the Insured Property from time to time including increased cost of construction and the removal of debris, with no reductions, deductions or depreciation;
 - (ii) comprehensive general liability insurance, including all risks normally insured by prudent occupants in connection with the use and occupancy of properties in the Metro Vancouver Regional District similar to the Insured Property, in respect of the use and occupancy of the Insured Property for claims for personal injury, death or property damage arising out of any one occurrence with limits that are prudent for an owner of a property similar to the Insured Property;
 - (iii) comprehensive general liability insurance with respect to the use of the easements granted to the respective Owner, in its capacity as a Dominant Owner in each case, in an amount of at least \$5,000,000 or such greater amount as the Other Owners of the respective Other Parcels constituting the Servient Tenements to such Dominant Tenement may reasonably require from time to time in accordance with then-prevailing industry standards in the Metro Vancouver Regional District for insurance of similar properties, for claims for personal injury, death or property damage arising out of any one occurrence. The Owner in each case shall ensure that such insurance policy names the respective Other Owners and its respective successors in title as additional insureds and includes a cross-liability and severability of interests endorsement and a 30-day notice of cancellation or non-renewal clause for the additional insureds;
 - (iv) if equipment or apparatus that is normally the subject of boiler and pressure vessel insurance is located in the Parcel comprised in the Insured Property, boiler and pressure vessel insurance in such amount as is normally effected having regard to the nature of such equipment or apparatus;

- (v) during Construction of any Development which is comprised in the Insured Property:
 - (A) course of construction insurance in such amount as would normally be carried by a prudent owner constructing properties in the Metro Vancouver Regional District similar to the Development contemplated to be comprised in the Insured Property, with the Other Owners and their respective mortgagees as additional insureds and extended to cover the Other Owners;
 - (B) wrap up liability insurance in such amount as would normally be carried by a prudent owner of properties in the Metro Vancouver Regional District similar to the Insured Property for the period of construction plus 24 months completed operations extension, with the Other Owners and their respective mortgagees as additional insureds and affording protection to the Other Owners, the contractor, developer, all subcontractors, consultants and architects employed or engaged in respect of the Insured Property and such Owner in respect of cross-liability and severability of interests; such policy of insurance shall not exclude damage to the Insured Property either during construction or the ensuing 24-month period; and
 - (C) project errors and omissions insurance naming the architect and engineers employed or engaged in respect of the Insured Property for the period of construction plus 24 months after substantial completion of the Development comprised in the Insured Property in the amount at least equal to the amount that would be obtained by a prudent owner of a building, improvement or other structure in the Metro Vancouver Regional District and similar to the Development contemplated to be comprised in the Insured Property; and
- (vi) such other insurance for the Insured Property, including Service Connections, as would reasonably be maintained by prudent owners of similar properties in the Metro Vancouver Regional District; and
- (b) the Owner obtaining insurance in each case pursuant to Section 7.10 shall from time to time, whenever reasonably required by any of the Other Owners, furnish to such Other Owners certificates of insurance, certificates of renewal and other documents appropriate to evidence that the insurance required by this Section 7.10 is in force. If such Owner shall fail to insure as required under this Section 7.10, any of the Other Owners, after written notice to such Owner, may, but shall not be obliged to, effect such insurance in the name and at the expense of such Owner, and such Owner shall promptly repay such respective Other Owners for all costs incurred by such Other Owners in so doing.

Each Owner will ensure that any property insurance policy it obtains with respect to its Insured Property includes coverage with respect to the Common Areas within in its Insured Property, and that the insurer which provides such insurance will also specify an amount which fairly and reasonably represents the portion of the total premium payable with respect to such policy which relates to such Common Areas. Each Owner will pay when due, the entire premium with respect to insurance it obtains with respect to its

Insured Property, including the portion of the premium allocated to the Common Areas therein, provided that the premium allocated to the Common Areas will be deemed a Shared Cost and will be shared by all of the Owners in accordance with Section 8.0.

Any deductible payable in respect of any claim made under the insurance policies described in this Section 7.10 shall be paid by the Owner who obtained the policy unless the property damage or incident relates to Common Areas. If an Owner makes a claim under an insurance policy described in Section 7.10 with respect to any property damage or incident which occurs in relation to the Common Areas within its Insured Property, then the deductible which is paid by such Owner in relation to such claim will be deemed a Shared Cost and will be shared by all of the Owners in accordance with Section 8.0.

Notwithstanding the foregoing, if the cause of the property damage or incident can be reasonably attributed to the act or omission, whether negligent or otherwise, of an Owner (or more than one Owner), the deductible shall be payable by the Owner whose act or omission caused the damage or claim (or if more than one Owner caused the damage or claim, the deductible will be divided equally between the responsible Owners).

In the event of an insured loss or damage to Insured Property, all eligible insurance proceeds must be used to complete, at a minimum, the repair and/or reconstruction of the Insured Property as required pursuant to Section 9.0 and the other provisions of this Agreement with due diligence and without undue delay.

7.11 Joint Insurance

Notwithstanding Section 7.10, if it is more commercially reasonable for the Owners to take out, keep, maintain and participate in a joint insurance policy to cover some or all of the matters described in Section 7.10, then the Owners will cooperate with each other to the fullest extent to obtain and maintain such joint insurance policy provided the Owners, acting reasonably, have mutually agreed to same, provided always that all of the insurance obligations of all the Owners under Section 7.10 are nonetheless fulfilled. The cost of the premiums for the joint insurance shall be a Shared Cost that will be shared by all of the Owners in accordance with Section 8.0.

If the Owners take out a joint insurance policy, then any deductible payable in respect of any property damage or incident made under the joint insurance policy shall be paid by the Owner of the Insured Property that has been damaged or to which the incident relates, unless the damage or incident is to Common Areas. If the Insured Property of more than one Owner is damaged, then the deductible shall be paid by such Owners *pro rata*, based on the estimated cost to repair each Insured Property that has been damaged, unless the damage is to Common Areas. If an Owner makes a claim under an insurance policy with respect to any property damage or incident that occurs in relation to the Common Areas within its Insured Property, then any deductible will be deemed a Shared Cost and will be shared by all of the Owners in accordance with Section 8.0.

Notwithstanding the foregoing, if a claim is made under a joint insurance policy and the cause of the damage or incident can be reasonably attributed to the act or omission, whether negligent or otherwise, of an Owner (or more than one Owner), the deductible shall be payable by the Owner whose act or omission caused the damage or incident (or if more than one Owner caused the damage or incident, the deductible will be divided equally between the responsible Owners).

In the event of an insured loss or damage to Insured Property, all eligible insurance proceeds must be used to complete, at a minimum, the repair and/or reconstruction of the Insured Property as required pursuant to Section 9.0 and the other provisions of this Agreement with due diligence and without undue delay.

7.12 Insurance Trustee

The Remainder Owner may at any time appoint an insurance trustee. If an insurance trustee is appointed, any insurance proceeds in respect of any property damage or incident relating to Common Areas pursuant to policies of insurance taken out under Sections 7.10 or 7.11 will, notwithstanding the terms of the policy or policies, be paid to the order of the insurance trustee. The insurance trustee will hold such insurance proceeds in trust for the benefit of all of the Owners, and unless unanimously agreed by all of the Owners otherwise, the insurance trustee will use the insurance proceeds required to pay the cost of the necessary repair, rebuilding or replacement of the damaged Common Areas so that, at a minimum, each Owner can comply with its obligation to repair and/or reconstruct its the Insured Property pursuant to Section 9.0 and the other provisions of this Agreement.

If an insurance trustee is appointed pursuant to this Section 7.12, the insurance trustee will, on behalf of the Owners, make all claims and pursue payment in respect of any property damage or incident relating to Common Areas under any of the insurance policies required to be obtained and maintained under Sections 7.10 or 7.11, provided, however, that the insurance trustee will not enter into any final settlement of any claim without such settlement being previously approved by all of the Owners, each acting reasonably.

If an insurance trustee is appointed pursuant to Section 7.12, the insurance trustee may be replaced or removed from time to time by the Remainder Owner, provided however that if the insurance trustee is holding proceeds of insurance in trust at the time of its replacement or removal, no insurance trustee may be replaced or removed unless and until such substitute insurance trustee has expressly agreed in writing to assume the obligations of the insurance trustee as provided for in this Agreement.

7.13 Default

If any Owner fails to perform any of its obligations or covenants under this Agreement and such Owner does not rectify such failure within 30 days of receiving written notice of such failure from any of the Other Owners:

- (a) any of the Other Owners may, in its discretion, perform any of the obligations or covenants of the defaulting Owner and the defaulting Owner shall, on demand, reimburse the Other Owners for all of its reasonable costs and expenses of doing so (subject the cost sharing provisions in Section 8.0); and
- (b) with respect to any default by any Owner of a Parcel to make Shared Costs Payments to the Property Manager as provided in this Agreement that is not cured within the time permitted herein, the Property Manager may suspend the provision of Building Services or the provision of Shared Utilities (other than any Building Services or Shared Utilities necessary for the proper operation of Fire Suppression Systems) to the Parcel owned by such defaulting Owner until such default is cured, provided always that:

- (i) the Property Manager provides 30 days prior written notice of its intention to suspend Building Services or Shared Utilities to such Parcel; and
- (ii) the suspension of Building Services or Shared Utilities to such Parcel shall not Interfere with any Other Parcel or the Owner or Users thereof.

8.0 COST-SHARING

8.1 Cost Sharing

The Owners, as applicable, covenant and agree to share the Shared Costs on the basis of the percentage allocation of Shared Costs set forth in Schedule C and pursuant to the procedures set forth in this Section 8.0.

8.2 Shared Costs Budget

- (a) The Owners shall cause the Property Manager to prepare a budget of the Shared Costs that the Property Manager anticipates will be incurred for each calendar year. In respect of the interim period from the date of this Agreement to end of the calendar year in which such date falls, the Shared Cost budget for the purpose of this Section 8.2 shall be the budget prepared by Qualex-Landmark Orchard Limited Partnership, dated August 9, 2025, which has been reviewed and ratified by the Owners.
- (b) The Property Manager shall deliver the budgets for the Shared Costs referenced in Section 8.2(a) above to the Owners no later than 60 days before the beginning of the calendar year for which such budget has been prepared, provided however, that the Property Manager shall notify the Owners of any budgeted capital expenditures exceeding \$100,000 no later than three (3) months before the beginning of the calendar year for which such budget has been prepared.
- (c) The budgets referenced in Section 8.2(a) above for the Shared Costs shall identify:
 - (i) each item in reasonable detail, including at a minimum, the Shared Costs identified in Schedule C;
 - (ii) the percentage increase in the Shared Costs for each item for the next calendar year from the budget for the current calendar year; and
 - (iii) the monthly amounts payable by each Owner, as applicable, on account of Shared Costs for the next calendar year, based on the percentage allocation set forth in Schedule C.

8.3 Monthly Payments

Each of the Owners, as applicable, shall pay their respective monthly Shared Costs Payments as identified pursuant to Section 8.2(c)(iii) to the Property Manager on a monthly basis, within 10 days following the beginning of each calendar month.

8.4 Immediate Reimbursement

Notwithstanding the provisions of Sections 8.1, 8.2 and 8.3 above, if the Property Manager reasonably anticipates from time to time that any Shared Costs, as applicable, will exceed the Budgeted Shared Costs, the Property Manager may render invoices to the Owners, as applicable, in the amount of their respective percentage share of such excess Shared Costs as shown in Schedule C, describing the items of the applicable Shared Costs that are in excess of the Budgeted Shared Costs and the amount of such excess in reasonable detail, and the Owners, as applicable, shall pay such invoices within 30 days of receipt thereof.

8.5 Annual Reconciliation

Within 90 days following the end of each calendar year, the Property Manager shall make a final determination of each of the actual Shared Costs for such preceding calendar year and shall deliver an Annual Shared Costs Statement to each of the Owners showing the particulars of the actual Shared Costs for such year in reasonable detail. If the Annual Shared Costs Statement shows that any of the Shared Costs for the preceding calendar year are due and owing from any of the Owners, then the applicable Owners in each case shall pay the amounts due and owing by them to the Property Manager within 30 days following receipt of the Annual Shared Costs Statement. If the Annual Shared Costs Statement shows that the Property Manager has over-collected any of the Shared Costs from one or more Owners for the preceding calendar year, then the Property Manager shall repay such Owners, as applicable, in the amount of such over-collection; provided, however, the Property Manager will be entitled to retain all or a portion of such over-collected amount as a reserve to pay for Shared Costs if the Property Manager, acting reasonably, believes that it will use 100% such reserve within the following 180 days to pay for Shared Costs.

8.6 Interest Payable

Interest shall accrue on the amount of any Shared Costs Payments payable to the Property Manager hereunder from the due date of payment thereof, at the Prime Rate plus 4% per annum. The Owners, as applicable, acknowledge and agree that the foregoing interest payable on outstanding Shared Cost Payments represents their mutual assessment of the risks to the Owners, as applicable, associated with any inability of the Property Manager to make payments on account of the Shared Costs and does not constitute a penalty.

8.7 Accounting Records and Audit

The Owners shall require the Property Manager to keep accurate accounting records of all Shared Costs at a location within the Metro Vancouver Regional District, which records shall be available at reasonable times for inspection or audits by any of the Owners upon 30 days prior written notice and such records shall be kept for a period of six years following the end of each calendar year.

8.8 Expiry of Re-Adjustment Period

No Owner may claim from the Property Manager or the Other Owners a re-adjustment in respect of any Shared Costs, whether paid or payable in monthly instalments or otherwise, if based on any error of estimation, allocation, calculation or computation thereof, unless claimed in writing prior to the expiration of 18 clear months from the conclusion of the period in respect of which such Shared Costs were incurred.

8.9 Failure to Agree

If any Owner, as applicable, disputes the Annual Shared Costs Statement prepared by the Property Manager or claims a re-adjustment of any Shared Costs pursuant to Section 8.8 and such Owner, the Property Manager and the Other Owners are unable to agree on the disputed issue within 180 days following either:

- (a) the last day of the calendar year in respect of which the Shared Costs disputed under the Annual Shared Costs Statement were incurred; or
- (b) the date of a written claim made by the Owner pursuant to Section 8.8,

then (1) if the matter concerns a variance of 15% or less in the total annual Shared Costs payable by the Owner pursuing the dispute, the matter shall be determined by a third party property manager, acting independently of all parties and applying reasonable and customary practices and standards generally applied or accepted in the management of similar properties as the Project (if any such customary practices and standards are generally applied), and (2) in all other cases, the matter shall be submitted to arbitration as provided in Section 12.1. The Owners agree that such third party property manager will be appointed by the mutual agreement of all the Owners; provided, however, if the Owners are unable to agree on such appointment within 21 days after the date on which one of the Owners first suggests a third party property manager to appoint to determine such disputed matter, such disputed matter shall be submitted to arbitration as provided in Section 12.1.

8.10 Basis of Allocation of Shared Costs

Subject to Section 8.11, the Owners, as applicable, acknowledge and agree that their respective percentage shares of the Shared Costs set forth in Schedule C have been settled and agreed to by all of the Owners and may not be changed or altered, pursuant to arbitration hereunder, any other legal proceedings or otherwise, for any reason whatsoever, save and except by written agreement of all of the Owners.

8.11 Amendments to Percentage Shares

If an Owner determines based on a review of its use of Common Areas or other areas, facilities, systems and equipment for which costs are to be shared hereunder over a continuous period of at least three (3) years, that the Owner's percentage share of the Shared Costs as set out in Schedule C relating to any component of the Common Areas or other areas, facilities, systems and equipment for which costs are to be shared hereunder is inequitable, given the use of such component, or the benefit of such component, by such Owner and its Users, such Owner may provide written notice thereof to the Other Owners and such Owner and the Other Owners will use all reasonable commercial efforts to agree on a reasonable and equitable amendment to the Owner's percentage share of the Shared Costs. Failing an agreement being reached between the Owner and the Other Owners on the matter within ninety (90) days of the initiating notice, the matter will be settled in the manner contemplated pursuant to Section 8.9. If, pursuant to Section 8.9, the matter is referred to arbitration pursuant to Section 12.0, the arbitrator will be directed to make the determination based on the average usage of the particular component of the Common Areas or other areas, facilities, systems and equipment for which costs are to be shared hereunder, or the average benefit of such component enjoyed, by such Owner and its Users over the prior three (3) years. The Owner's percentage share of the Shared Costs will be deemed to be amended retroactively to the first day of the then current year and each year thereafter to reflect the decision of the

arbitrator. Schedule C will be amended to reflect any change or alteration pursuant to this Section 8.11. The Owners will, on request of any of them, execute and deliver in registrable form an amendment to this Agreement evidencing such amendments, but it is understood that the failure to register such an amendment to this Agreement (including where it is impossible or impractical to do so) will not affect the validity or enforceability of the amendment.

8.12 No Consideration or Fee to be Charged for Easements Granted Herein

The parties acknowledge and agree that no Owner shall charge the Other Owner any fee (e.g., rent, license fee or easement fee) as consideration for the Owner granting to the Other Owner the Project Easements, licences and rights contemplated herein. For further clarity, the allocation and payment of each of the Shared Costs (including any administrative fees included therein) as amongst the Owners, and any reimbursement of costs contemplated herein shall (for the purpose of this section) not be considered as such a fee charged as consideration for the grant of an easement.

8.13 Status Certificate

Each Owner will, within 15 days after a written request from an Other Owner, deliver to the Other Owner and/or to any actual or prospective mortgagee or prospective purchaser, as specified by the requesting Other Owner, a certificate upon which the recipient will be entitled to rely specifying:

- (a) the amount of money, if any, owing or accruing due to the Owner by the requesting Other Owner pursuant to the terms of this Agreement;
- (b) any work which has been undertaken by the Owner for which it will be seeking total or partial compensation from the requesting Other Owner; and
- (c) the details of any notice given to the requesting Other Owner pursuant hereto of the Owner's intention to do work.

9.0 DAMAGE OR DESTRUCTION

9.1 Owner's Obligation to Rebuild and Repair if no Major Damage

In the event the improvements on any Parcel or any part thereof are (or are imminently going to be) at any time defective or destroyed or damaged (the "**Damaged Development**") such that the Project Easements granted herein are diminished in a material way or are likely to be diminished in a material way, but the Damaged Development has not suffered Major Damage, then after receipt from any Other Owner of a written notice to Construct and Repair the Damaged Development pursuant to this Section 9.1 (which notice refers to and contains a copy of this Section 9.1), the Owner of the Damaged Development will, within a reasonable period of time following notice thereof from the Other Owner(s), Construct, Repair and make the Damaged Development fit for the purpose of such Project Easements.

9.2 Owner's Obligation to Rebuild and Repair if Major Damage

In the event that the Damaged Development is destroyed or damaged to such extent that Major Damage has occurred but the improvements Constructed on the Other Parcel are not destroyed or damaged to such extent that Major Damage has occurred, the Owner of the Damaged Development will rebuild or Repair the Damaged Development, subject to the *Strata Property Act* to the extent applicable,

any requirements by such Owner's lender, or any requirements of the City. If the Owner of the Damaged Development is prevented from rebuilding or Repairing the Damaged Development because of the *Strata Property Act*, requirements by such Owner's lender or requirements of the City, such Owner will demolish and completely remove the Damaged Development and debris from its Parcel and restore the Parcel to a neat and safe condition in a good and workmanlike manner, provided that the Owner will take reasonable measures to ensure that the improvements Constructed on the Other Parcel will continue to be functional and safe notwithstanding such demolition and removal. In the event that two or more Parcels suffer Major Damage, the Owners will act cooperatively to reach a mutually acceptable agreement as to whether to rebuild or Repair the Damaged Developments. If the Owners are unable to so agree, the dispute will be resolved in accordance with Section 12.0 hereof.

9.3 Delay in Rebuilding or Repairing

Subject to Sections 9.1 and 9.2 above, in the event that the Repair or rebuilding of a Damaged Development is not undertaken forthwith and proceeded with diligently and expeditiously, then the Owner of such Damaged Development will forthwith take such reasonable action as is necessary to leave any Common Areas situate within the Damaged Development in a condition which is neat and tidy and does not in any way create a nuisance or a safety hazard.

9.4 Failure to Rebuild and Repair

If any Owner fails to fulfill its obligations as set out in Sections 9.1, 9.2 and 9.3, and such Owner has not referred the matter for resolution pursuant to Section 12.0, the Other Owner, upon giving the defaulting Owner not less than 10 business days' notice in writing (except in the case of emergency, as determined by such Other Owner, when no notice will be required), will have the right to perform the failed obligations and will be entitled to be reimbursed as provided herein (and, for certainty, such costs shall not be subject the cost sharing provisions in Section 8.0).

9.5 Costs and Expenses

Any work conducted by an Owner under Sections 9.1, 9.2 and 9.3 will be at such Owner's sole cost and expense (and, for certainty, such costs shall not be subject the cost sharing provisions in Section 8.0), except to the extent that such defect, damage or destruction is caused by or contributed to by the negligence or wilful act or omission of the Other Owner, its Users or those for whom the Other Owner is in law responsible.

10.0 SECTION 219 PROJECT COVENANTS IN FAVOUR OF THE CITY

10.1 Section 219 Covenant — Easements and Covenants Generally

Pursuant to Section 219, the Owners each covenant and agree with the City as a covenant charging and running with and binding each of the Parcels that:

- (a) *Project Easements.* The Parcels will be used to provide the Project Easements granted under this Agreement.
- (b) *No Discharge or Modification.* The Project Easements shall not be abandoned, surrendered, modified, released or discharged (except as contemplated in Section 5.0

and Section 6.0 of this Agreement) without the prior written consent of the City, which consent may be arbitrarily withheld.

- (c) *No Suspension.* Under no circumstances whatsoever shall the Project Easements be suspended, interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of an Owner or those claiming by, through or under any of them or for any reason whatsoever, and the Owners shall each refrain from seeking any judgment, order or declaration to that effect. Nothing contained in this subsection shall prevent an Owner from applying to enjoin or restrain any wrongful action or from seeking damages therefor from the Other Owner or any other persons.
- (d) *Performance of Project Covenants.* Each of the Owners will perform, meet its obligations under and otherwise comply with each of the Project Covenants applicable to such Owner or to the Parcel owned by such Owner, and the Owners shall not modify the Project Covenants (except as contemplated in Section 5.0 and Section 6.0 of this Agreement) or release any of the Owners from their obligations thereunder, without the prior written consent of the City, which consent may be arbitrarily withheld.
- (e) *City as a Party to this Agreement.* Notwithstanding anything to the contrary herein contained, the City is a party to this Agreement for the purposes only of receiving any rights granted to it in this Agreement and, without limiting the generality of the foregoing, neither the City nor any of the City Parties, will be liable for anything done or failed to be done pursuant to or associated with any provision within this Agreement or anything contemplated thereby, whether or not such act or omission was accompanied by negligence on the part of the City or any City Party.
- (f) *Acknowledgement, Release of, and Indemnity to City.* Each of the Owners, for itself and its successors and assigns and its respective tenants, permittees, licensees and invitees, hereby:
 - (i) Acknowledgement — acknowledges that the subdivision of the Parent Parcel into the Parcels may result in the Developments that are presently situated on or within the Parcels not being in full compliance with the Building Code or the City's building bylaws; and that the non-compliance of the Developments that are presently situate on or within the Parcels with the Building Code or the City's building bylaws shall not be considered the proximate cause of any loss, cost, expense, damage, injury or death to an Owner or any of its respective tenants, permittees, licensees and invitees;
 - (ii) Indemnity — covenants and agrees to indemnify and save harmless the City and the City Parties in respect of all Claims and Expenses suffered or incurred by the City or the City Parties arising out of or in any way related to or that would not or could not be sustained "but for" any of the following:
 - (A) this Agreement including, but not limited to:
 - (1) the Project Easements granted hereunder;

- (2) the loss or abridgement of the Project Easements granted hereunder;
 - (3) the exercise of the Project Easements granted hereunder; and
 - (4) the agreement by the City to treat the Project as a single building in regard to Building Code compliance;
 - (B) any release of this Agreement or the loss of any of the rights granted hereunder;
 - (C) the issuance or withholding of any approval or permit by the City (including approval of the subdivision of the Parent Parcel);
 - (D) the non-compliance of any Parcel or the Project with any City bylaw, notwithstanding this Agreement;
 - (E) the spread of fire, smoke, heat, water, exhaust fumes, noise or other emanations;
 - (F) any breach by any Owner or those for whom they are, respectively, responsible in law, of their respective obligations contained in this Agreement;
 - (G) any personal injury, damage or death occurring in or on its Parcel;
 - (H) a claim made against the City or a City Party, notwithstanding Section 10.1(e) above; and
 - (I) the failure of the City or any City Party to enforce the Building Code, the City's subdivision bylaws or the City's building bylaws to the fullest extent possible or at all; and
- (iii) Release – covenants and agrees to release the City and the City Parties in respect of all Claims and Expenses suffered or incurred by the Owner or any of the Owner's directors, officers, employees, agents, contractors and subcontractors, arising out of or in any way related to or that would not or could not be sustained "but for" any of the matters set out in Section 10.1(f)(ii)(A) - 10.1(f)(ii)(I) above.
- (g) *Remedies.* The Owners agree that damages will not be an adequate remedy for the City for any breach by the Owners of their respective obligations under this Agreement, and that the City is entitled to an order for specific performance or a prohibitory or mandatory injunction as a remedy for any such breach. The Owners agree that in any proceeding relating to this Agreement that is finally adjudicated wholly in favour of the City after expiry of all applicable appeal periods, the City is entitled to its costs on a solicitor and client basis.
- (h) *Single Site.* Notwithstanding the subdivision of the Parent Parcel to create the Parcels, none of the Parcels shall constitute a separate lot for the purposes of the application of

the Building Code and the Parcels and every subdivided part thereof shall constitute a single lot for such purposes.

- (i) *City Reliance on Certified Professional Report.* Each Owner has requested the City to agree to treat the Project as a single building for the purposes of the Building Code, and agrees that in considering the compliance of the Project with the Building Code following the subdivision creating the Parcels, the City has wholly relied upon the analysis thereof by the Certified Professional employed by the Owners for such purposes contained in the Certified Professional Report. The opinion of such Certified Professional set forth in the Certified Professional Report is that if the Equivalency Requirements are satisfied, which the Owners acknowledge and confirm are satisfied pursuant to this Agreement, the subdivision plan which creates the Parcels will result in the Project being in compliance with the Building Code.
- (j) *Compliance With Building Code.* Each Owner covenants and agrees that any building or structure on the Parcel owned by such Owner will not be built, Constructed, Repaired, reconstructed, improved, altered or modified except in compliance with the Building Code, the Equivalency Requirements and the City Requirements.
- (k) *Compliance with Equivalency Requirements.* Each Owner covenants and agrees that it will install the equivalencies referred to in the Equivalency Requirements (the **"Equivalencies"**) in accordance with Section 10.1(j) of this Agreement and with the Equivalency Requirements and that it will Construct, maintain and Repair and replace the Equivalencies as necessary, in a manner consistent with Section 10.1(j) of this Agreement and with the Equivalency Requirements.
- (l) *City's Reliance on Equivalencies.* Each Owner agrees that the Owner has requested that the City accept the Equivalencies in respect of its Parcel and that the City is wholly relying on the expertise of the Owner's Certified Professional in accepting such Equivalencies.
- (m) *Maintenance.* Except as specifically set forth herein, it will inspect, operate, Construct, maintain, and Repair, as and when required, the Common Areas in its respective Parcel, as would a prudent owner and in accordance with the terms and conditions of this Agreement and the Equivalency Requirements, and to the extent necessary it will use the Project Easements for those purposes.
- (n) *Common Wall.* Each Owner acknowledges and agrees that:
 - (i) the Parcels and, for greater certainty, the Developments therein, are considered a single building for the purposes of the Building Code application purposes;
 - (ii) they will pay their proportionate share of the cost to maintain and repair any Common Wall as set forth in Section 8.0 hereto;
 - (iii) where any Owner changes the use of its Parcel in a manner that requires a change to a Common Wall or other element of its Parcel, such party changing the use of its Parcel will undertake, at its cost, Construction to effect such change

in accordance with the Certified Professional Report, the Building Code and all requirements of the City; and

- (iv) it is fully aware of the presence of unprotected openings at air space parcel property lines at the locations set forth in Section 2.4 of the Certified Professional Report and, accordingly, each Owner acknowledges and agrees that that it is fully aware that smoke and fire may readily move between the Parcels as a result of such openings.
- (o) *Utilities.* The Owners shall provide to and keep the Developments connected to electrical services and utilities and shall keep such services and utilities in good repair and working order.
- (p) *Further Subdivision.* Each Owner acknowledges and agrees that upon subdivision of a Parcel by a strata plan:
 - (i) the Section 219 Project Covenants herein will charge each strata lot created thereby and will also be noted on the common property record of the strata corporation created thereby;
 - (ii) the strata corporation so created will perform and observe the predecessor Owner's covenants herein at the expense of the strata corporation and the strata lot owners of such strata corporation;
 - (iii) the Common Areas will not become a strata lot or strata lots or part of a strata lot or strata lot but rather they will be situate on the common property of such strata plan; and
 - (iv) the liability of each strata lot owner to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, will be in proportion to the unit entitlement of his, her or its strata lot as established in accordance with the *Strata Property Act* or as otherwise determined by the strata corporation.

10.2 Interpretation

For greater certainty, the obligations and liabilities of each of the Owners under this Section 10.0 shall be restricted to its respective Parcel, and no Owner shall have any liability to the City in respect of, or any responsibility for, the failure of any Other Owner to comply with its obligations under this Section 10.0.

10.3 Survival

The indemnity, release, and all other covenants of the Owners in favour of the City contained in this Section 10.0 shall survive any termination or discharge of this Agreement or of any easement or covenant created hereby.

11.0 STATUTORY RIGHT OF WAY

11.1 Statutory Right of Way for Emergency Response

Pursuant to Section 218 of the *Land Title Act*, each of the Owners grants to the City the non-exclusive full, free and uninterrupted statutory right of way, liberty and easement (subject only to the terms hereof) for the City, and all personnel of the City and any agents thereof engaged in emergency response activities (including fire department, ambulance and police personnel) at all times hereafter, in common with all other persons now or hereafter having the express or implied permission of the Owners to a similar right, to:

- (a) enter over and in any portion of the Parcels as necessary to respond to any real or perceived risk to person or property; and
- (b) bring onto the Parcels all machinery, vehicles, materials and equipment reasonably required in connection with the exercise of the foregoing rights,

provided that the exercise of the foregoing rights is carried out for a *bona fide* reason and is otherwise in accordance with all applicable laws.

12.0 ARBITRATION AND DAMAGE LIMITATION

12.1 Arbitration

In the event of any dispute or disagreement between the Owners in respect of any matter that is the subject of this Agreement or the interpretation of any provision of this Agreement including any dispute with respect to any cost sharing provision or each of the Shared Costs between the Owners set forth in Schedule C, the Owners agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the British Columbia *Arbitration Act*.

12.2 No Liability for Consequential Damages

Under no circumstances shall any Owner be liable to the Other Owner for indirect or consequential damages by reason of a breach of any covenant herein contained.

13.0 GENERAL

13.1 Severability

If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unamended by that holding or by the severance of that term.

13.2 Obligations Run with the Land

The Statutory Right of Way, the Section 219 Project Covenants and the Project Easements shall be obligations the burden of which shall run with and bind the Parcels and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, but no part of the fee or

soil of the Parcels shall pass to or be vested in the respective registered owners from time to time of the Dominant Tenements thereunder.

13.3 Priority

The Owners shall, after execution hereof by the City and each of them, do or cause to be done, at their own cost and expense, all things and acts necessary to ensure that the Project Easements, and the Section 219 Project Covenants and Statutory Right of Way are registered, at the cost of the Owners, against title to the Parcels with priority over all financial charges or financial encumbrances.

13.4 Assumption by Transferee

Concurrently upon the sale, conveyance or transfer of a Parcel by an Owner to a Transferee, the Owner shall secure from such Transferee an assumption agreement in favour of the Other Owners, pursuant to which the Transferee assumes all of the obligations, liabilities and covenants of such Owner pursuant to this Agreement from and after the date of such sale, conveyance or transfer. Upon the execution and delivery of such assumption agreement by the Transferee and the delivery thereof to the Other Owners, the transferring Owner shall be automatically released from all of its liabilities, obligations and covenants hereunder from and after the effective date of the assumption of such obligations, liabilities and covenants by the Transferee thereunder. Notwithstanding the foregoing, whereas the Parcels may be subsequently stratified, this aforesaid obligation to obtain an assumption agreement in favor of the Other Owners does not apply to a sale, conveyance or transfer of a strata lot within a Parcel that has been subsequently stratified. For further clarity, where rights (under statutory rights of way or Section 219 covenants) are granted to the City in respect of the Parcels, the City shall not be considered a Transferee under this section.

14.0 MISCELLANEOUS

14.1 Rules and Regulations

No Owner (including a Strata Corporation) shall have or establish any bylaws, rules or regulations applicable to the Common Areas within its Parcel that are inconsistent with this Agreement and the rights, licences, liberties, privileges, easements and rights of way granted herein.

14.2 Rights of Owners Preserved

Except as otherwise expressly provided for herein, nothing in this Agreement shall be interpreted so as to restrict or prevent the Servient Owners from using their respective Servient Tenements in any manner which does not Interfere with the exercise by the Owners of their easement rights hereunder.

14.3 Waiver

No alleged waiver of any breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. Waiver by any party of any default hereunder by another party shall not be deemed to be a waiver by the first-mentioned party of any subsequent default by the party that defaulted.

14.4 Notice

Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement shall be in writing, and shall be delivered or sent by postage prepaid mail and addressed to the intended recipient at the address of the recipient as follows:

(a) to the Remainder Owner at:

c/o Rancho Management Services (B.C.) Ltd.
8th Floor – 1125 Howe Street
Vancouver, B.C. V6Z 2K8

(b) to the ASP 1 Owner at:

c/o YWCA Metro Vancouver
535 Hornby St 4th Floor
Vancouver, BC V6C 2E8

(c) to the City at:

4949 Canada Way
Burnaby, BC V5G 1M2

or to such other address as the intended recipient may have most recently notified the other parties hereto in writing as an address for the delivery of notices hereunder. At such time as an Owner sells, transfers or conveys its Parcel to a Transferee, then such Transferee shall provide the Other Owners (as applicable) with notice in writing of an address for the delivery of notices hereunder to such Transferee. The time of receiving any demand or notice hereunder shall be deemed to be the day of delivery, if delivered, or on the fourth business day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the intended recipient of a demand or notice, a demand or notice shall not be effective unless delivered.

14.5 Governing Law

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

14.6 No Prejudice

Nothing contained or implied herein shall prejudice or affect the City's rights, powers, duties and obligations in the exercise of its function pursuant to the *Local Government Act*, and the rights, powers, duties and obligations of the City under all of its public and private statutes, by-laws and regulations, all of which may be as fully and effectively exercised in relation to the Parcels and Lot 2 as if this Agreement had not been executed and delivered by the Owner and the City.

14.7 Entire Agreement

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

14.8 Further Assurances

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

14.9 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and all of the covenants herein are made by each Owner for itself and its successors and assigns and the owner or owners from time to time of an interest in all or any portion of each of the Parcels, except that the covenants of each Owner herein shall be personal and binding upon that Owner only during its ownership of any interest in the Parcels but the Parcels shall nevertheless be and remain at all times charged herewith. For greater certainty, no Owner or any future owner in fee simple of a Parcel shall be liable for any breach of a covenant, agreement or obligation of that Owner under this Agreement occurring after such Owner or the future owner of such Parcel has ceased to be an owner in fee simple of such Parcel.

14.10 Permitted Encumbrances and Community Agreements

Each Owner hereby absolutely and unconditionally assumes the obligations under all legal notations and encumbrances registered in the Land Title Office against title to the Parent Parcel immediately prior to the subdivision of the Parent Parcel to create the Parcels (insofar as the obligations relate to such Owner's Parcel) or filed in the Land Title Office concurrently with the subdivision of the Parent Parcel to create the Parcels (collectively, the "**Registered Encumbrances**"). Each Owner covenants that it will be bound by and will comply with all of the terms and conditions set out in the Registered Encumbrances (insofar as they relate to such Owner's Parcel). Each Owner hereby agrees to indemnify and save harmless the Other Owners and Qualex-Landmark Orchard Holdings Ltd., as owner of the Parent Parcel, and their respective directors, officers and employees from and against any and all actions, causes of actions, losses, costs, damages and expenses arising out of any of the Registered Encumbrances (insofar as they relate to such Owner's Parcel) as and from the date of this Agreement. This Section 14.10 may be relied upon enforced by Qualex-Landmark Orchard Holdings Ltd., as owner of the Parent Parcel, and by each counterparty to the Registered Encumbrances, notwithstanding that they may not be parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date first above written on Form C and Form D which Forms constitute a part hereof.

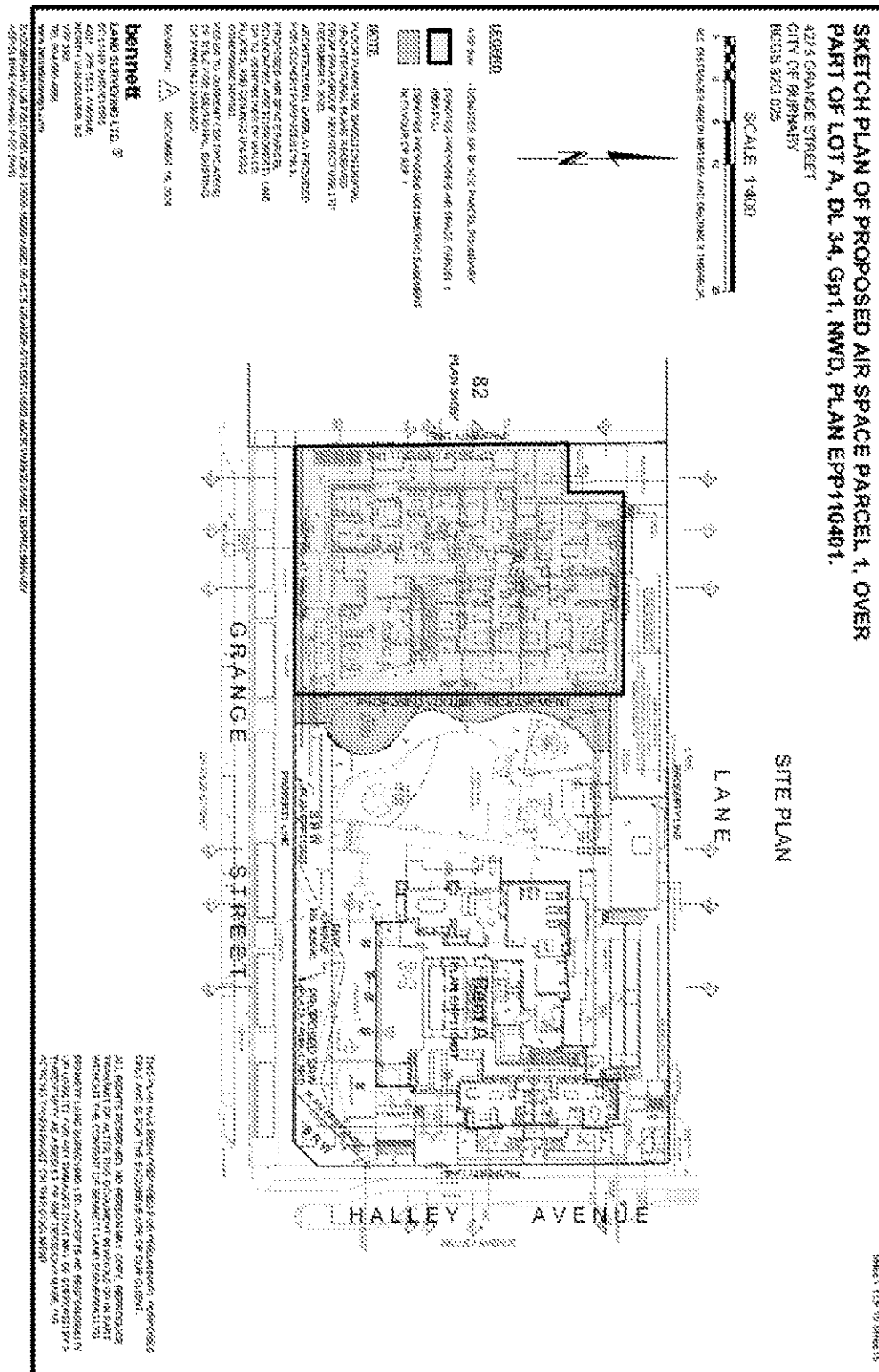
**SCHEDULE A
PERMITTED PURPOSES**

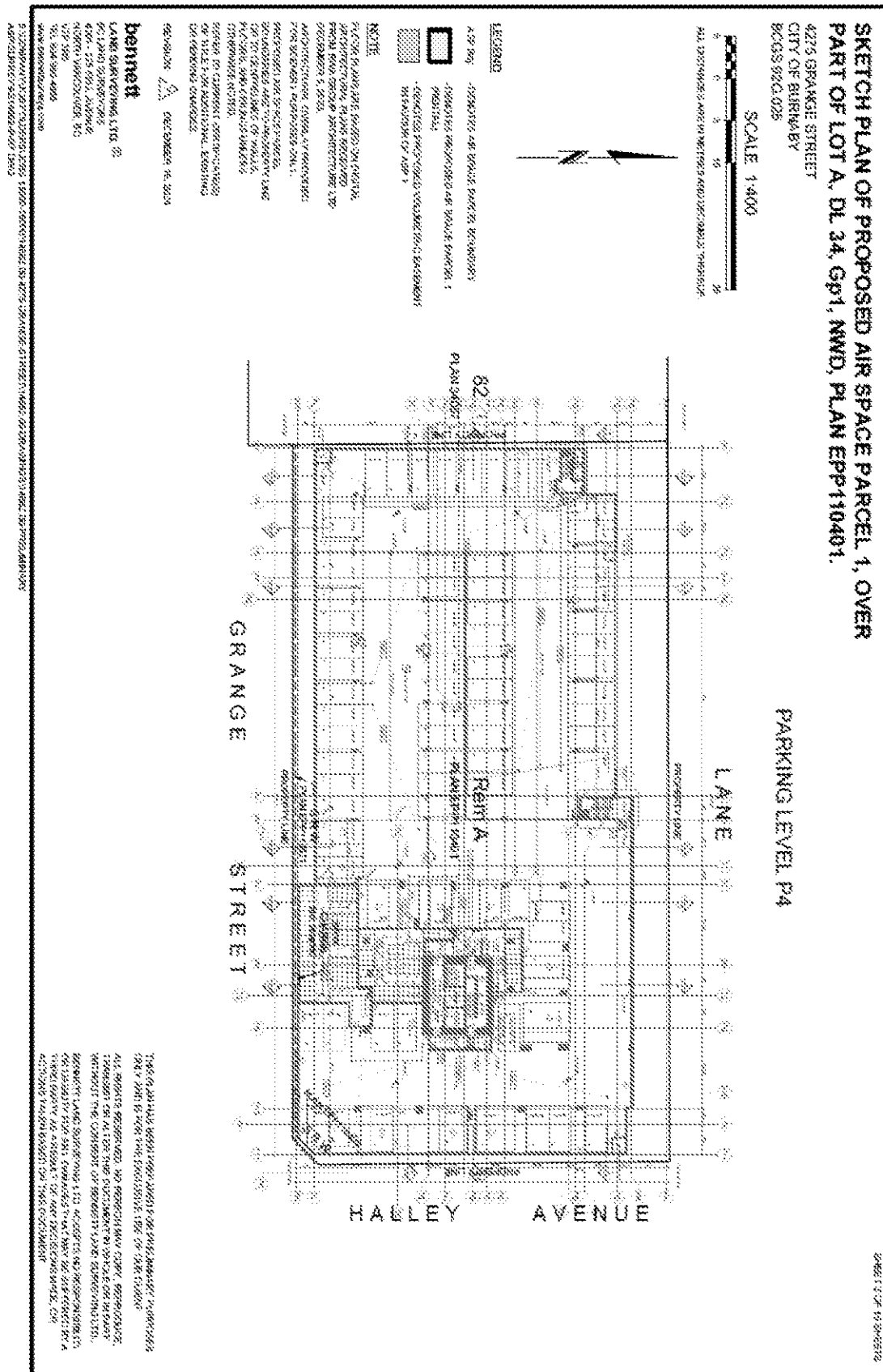
Table 2.1 – Project Easements over Remainder	
Dominant Owner	Permitted Purposes
ASP 1 Owner	<u>General Permitted Purposes:</u> • Access for Support • Access to Pedestrian Access Routes • Access to Fire Suppression Systems • Access to Service Connections • Access for Repair and Construction • Access for Building Services • Access to Vehicular Access Routes <u>Specific Permitted Purposes:</u> • Access to ASP 1 Exclusive Use Areas It is specifically acknowledged and agreed that the ASP 1 Owner is intended to have exclusive use, benefit and enjoyment of the Access to ASP 1 Exclusive Use Areas, subject only to the limitations and reservations for the benefit of the Remainder Owner set out herein and the other provisions of this Agreement. The Remainder Owner will, to the extent reasonably possible or as may be permitted hereunder, limit its access and its Users' access to the ASP 1 Exclusive Use Areas and not interfere with, disturb or interrupt the ASP 1 Owner's use and enjoyment thereof. • Access to Surface Level Loading Areas • Access to Shared Emergency Generator Room • Access to Service Areas in Remainder Shared with ASP 1

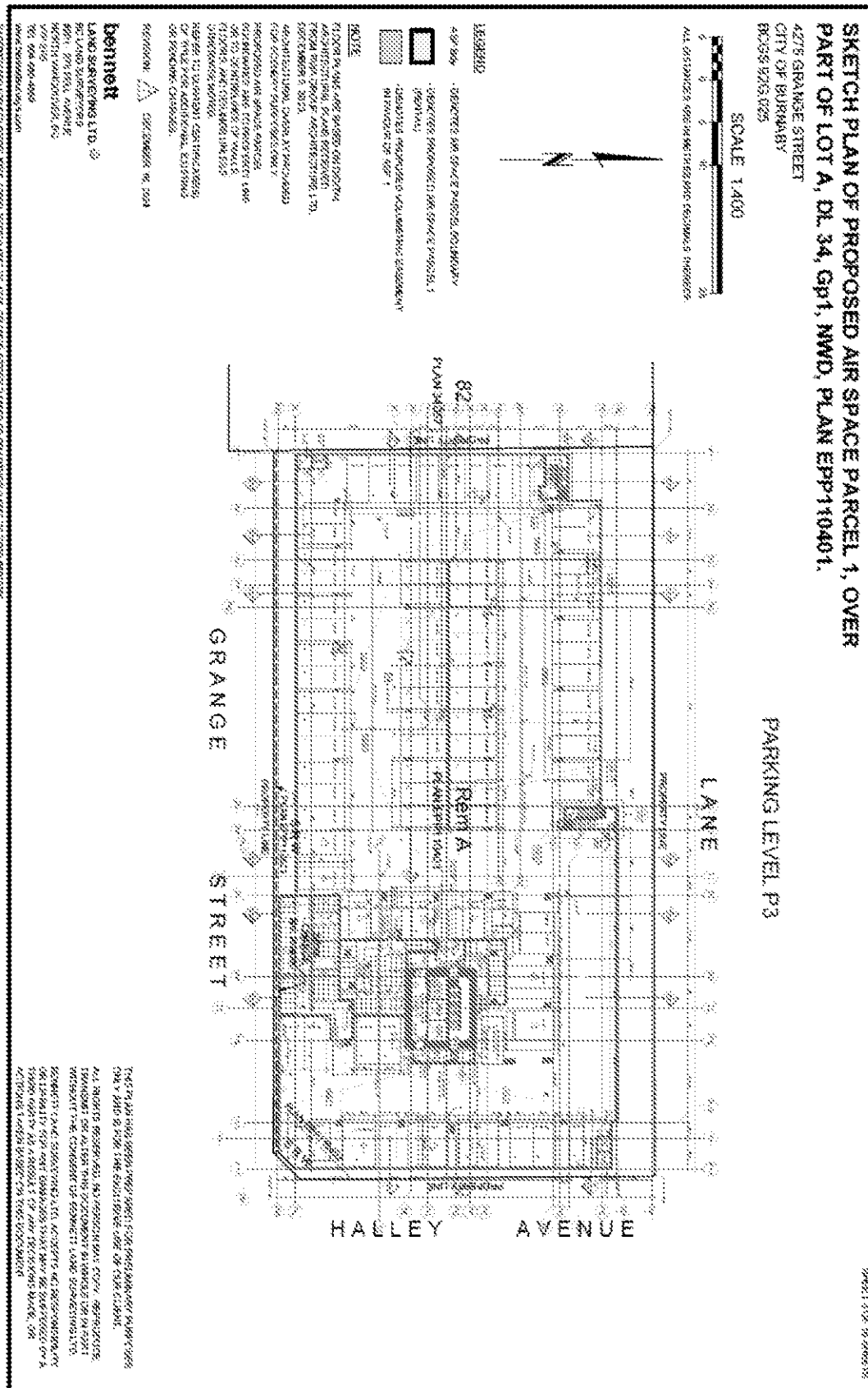
Table 3.1 – Project Easements over ASP 1	
Dominant Owner	Permitted Purposes
Remainder Owner	<u>General Permitted Purposes:</u> • Access for Support • Access to Pedestrian Access Routes • Access to Fire Suppression Systems • Access to Service Connections • Access for Repair and Construction • Access for Building Services • Access to Vehicular Access Routes <u>Specific Permitted Purposes:</u> • None.

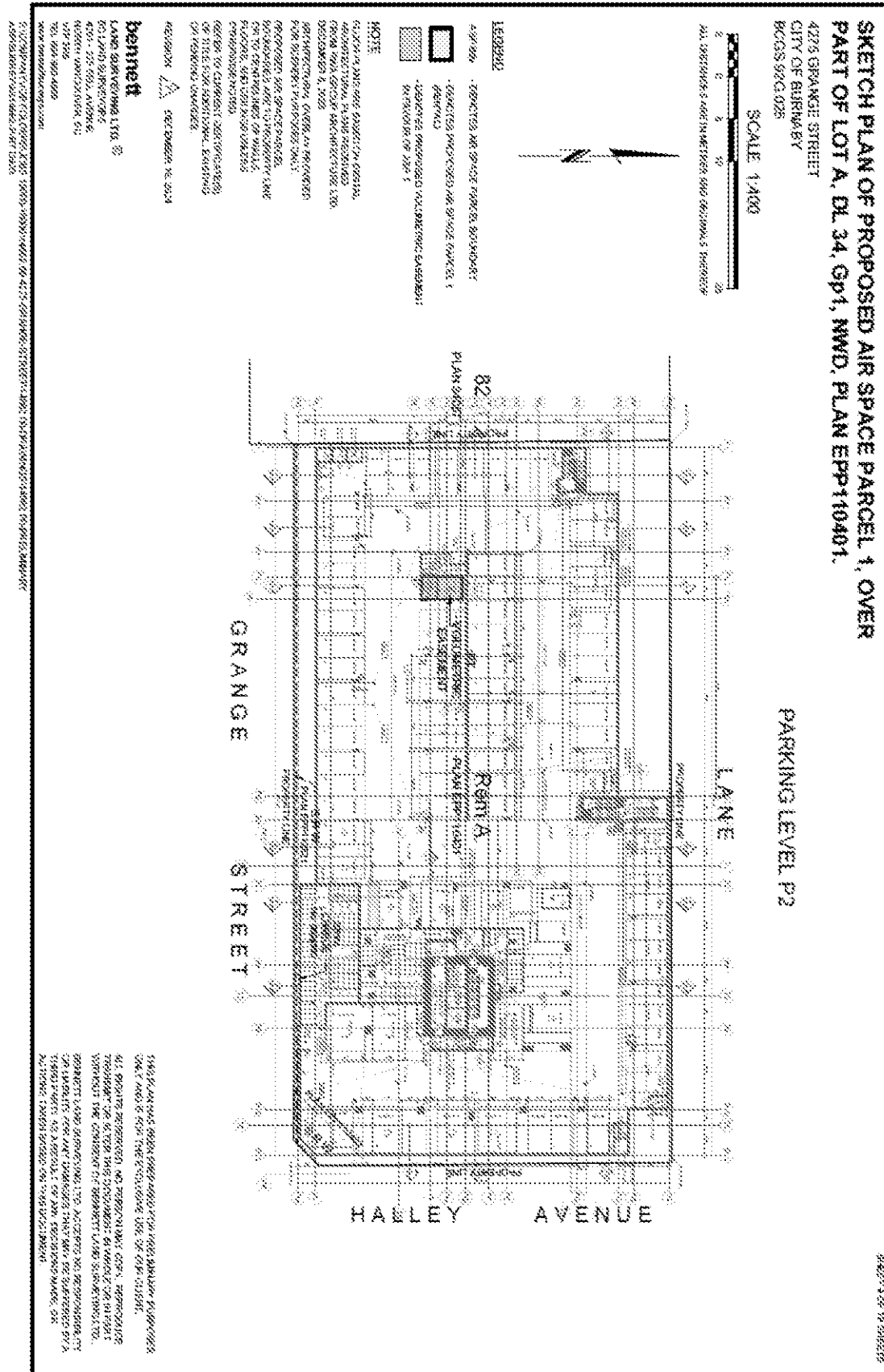
SCHEDULE B

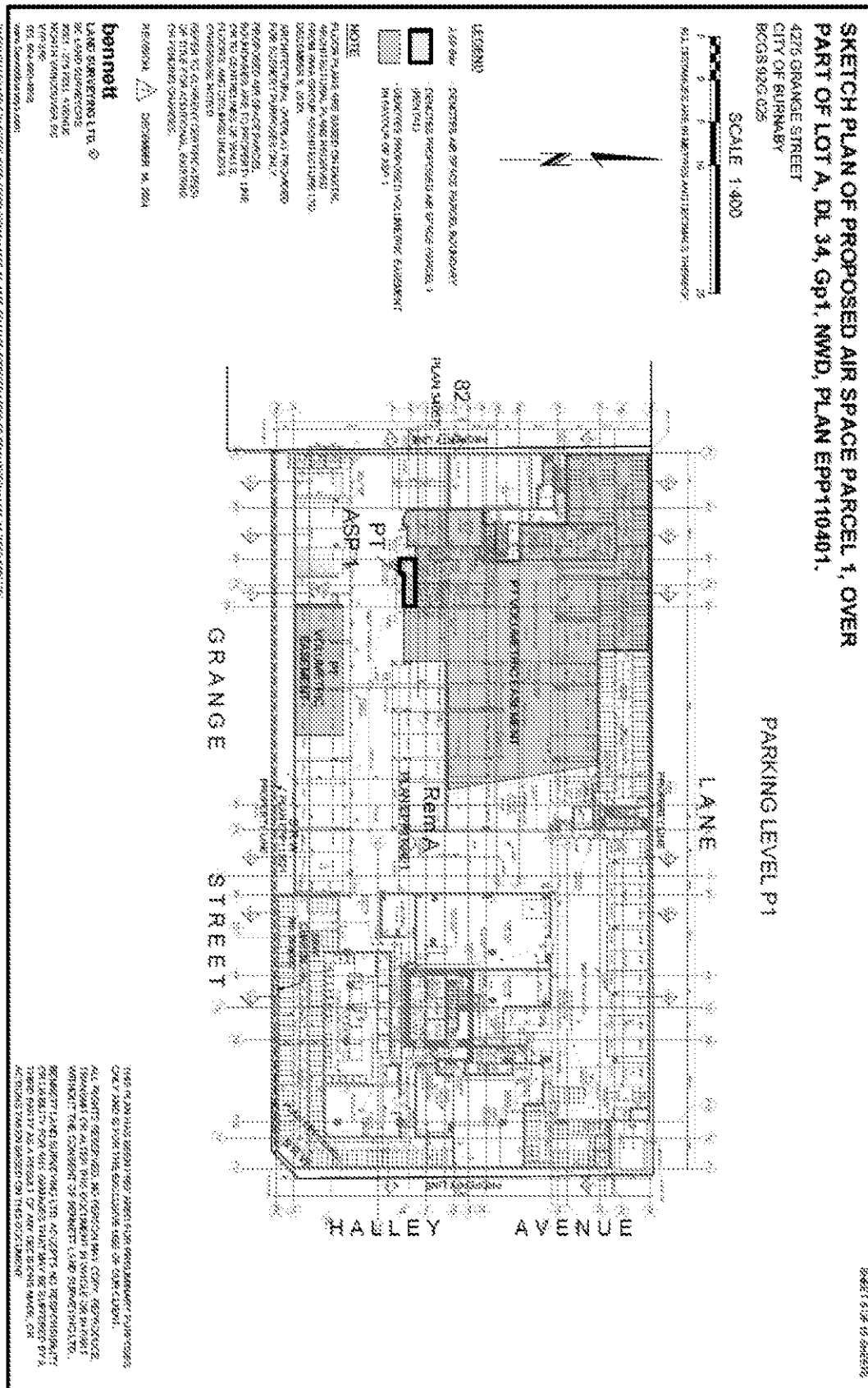
LOCATION SKETCH PLANS

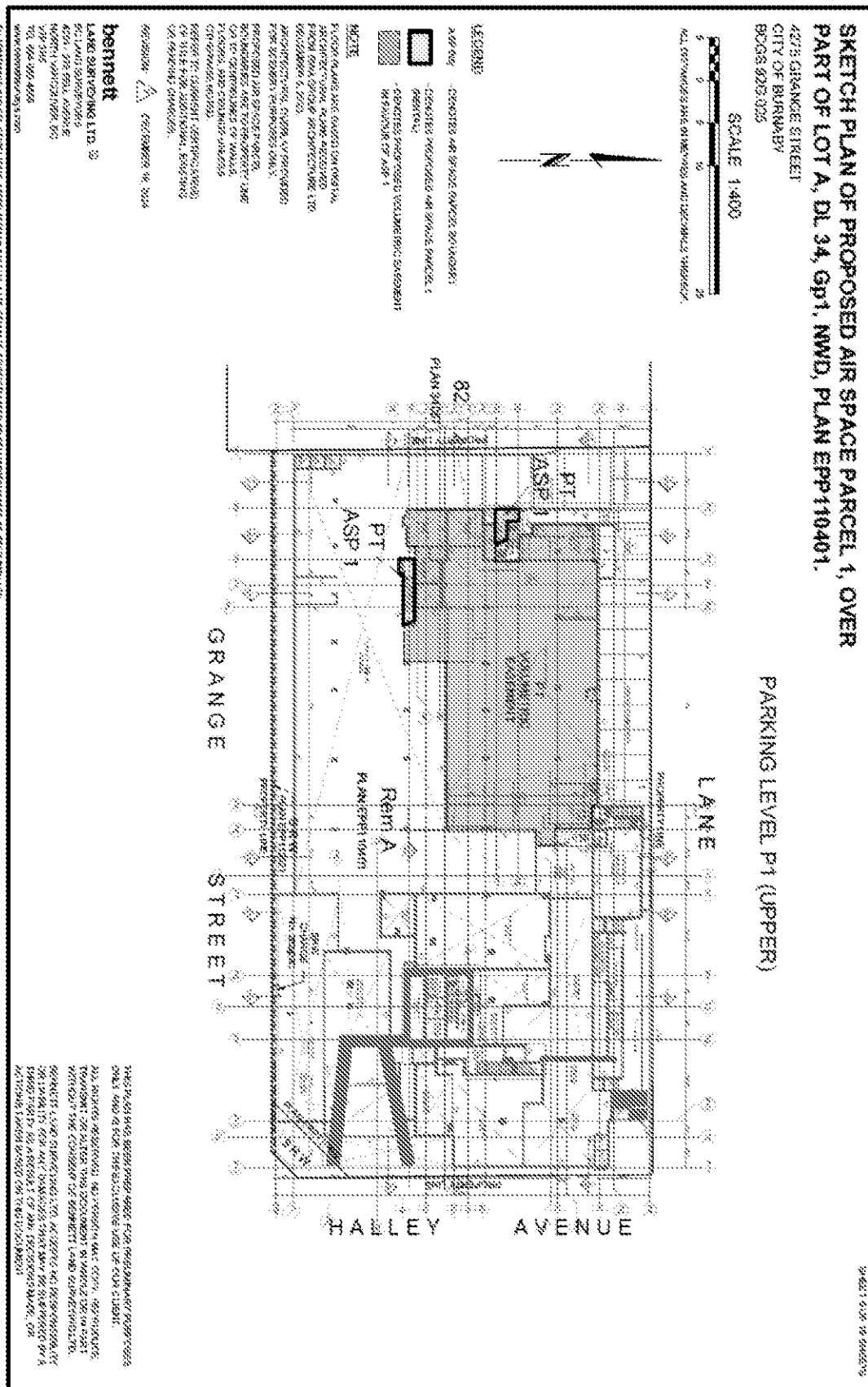


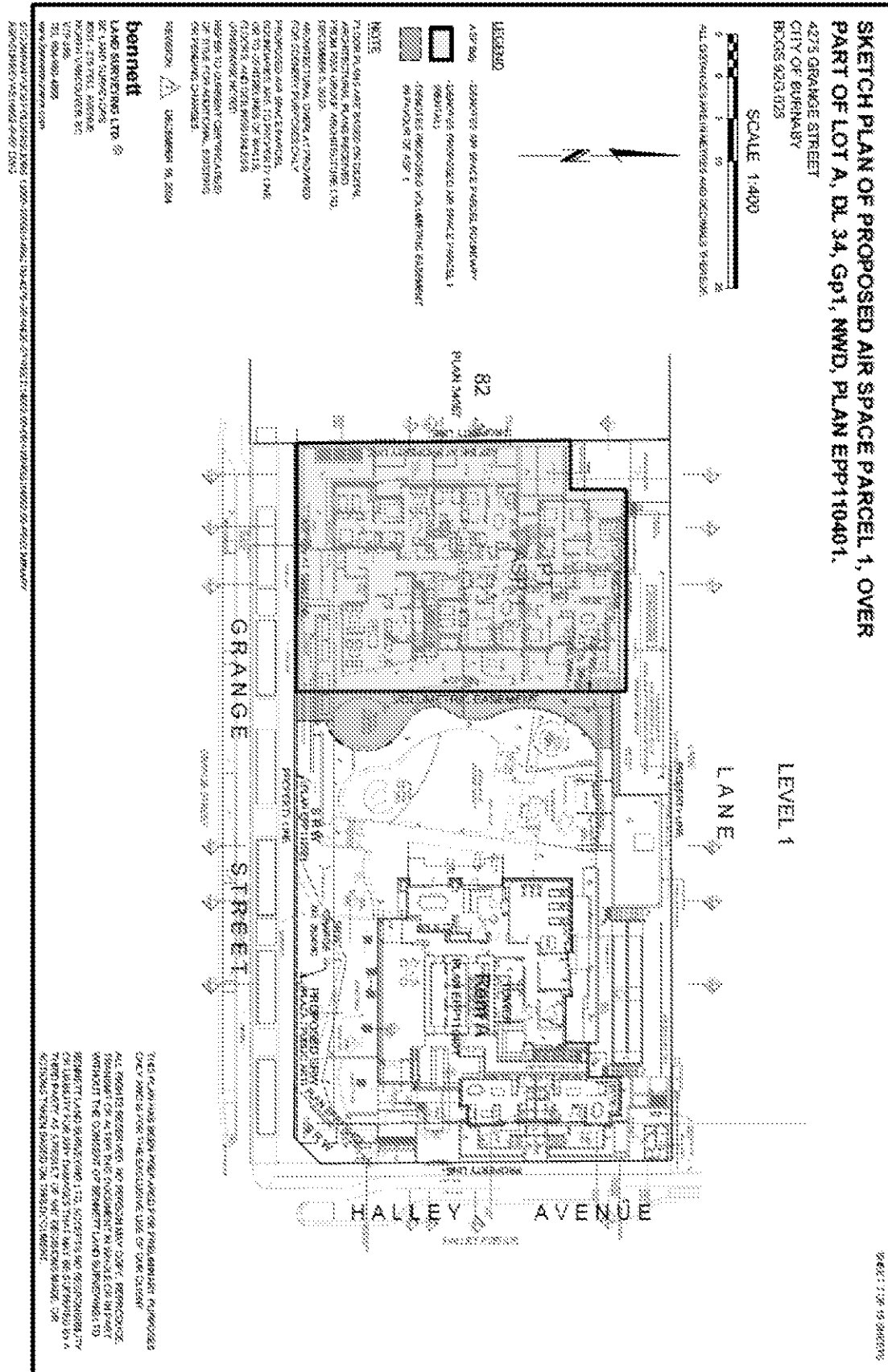


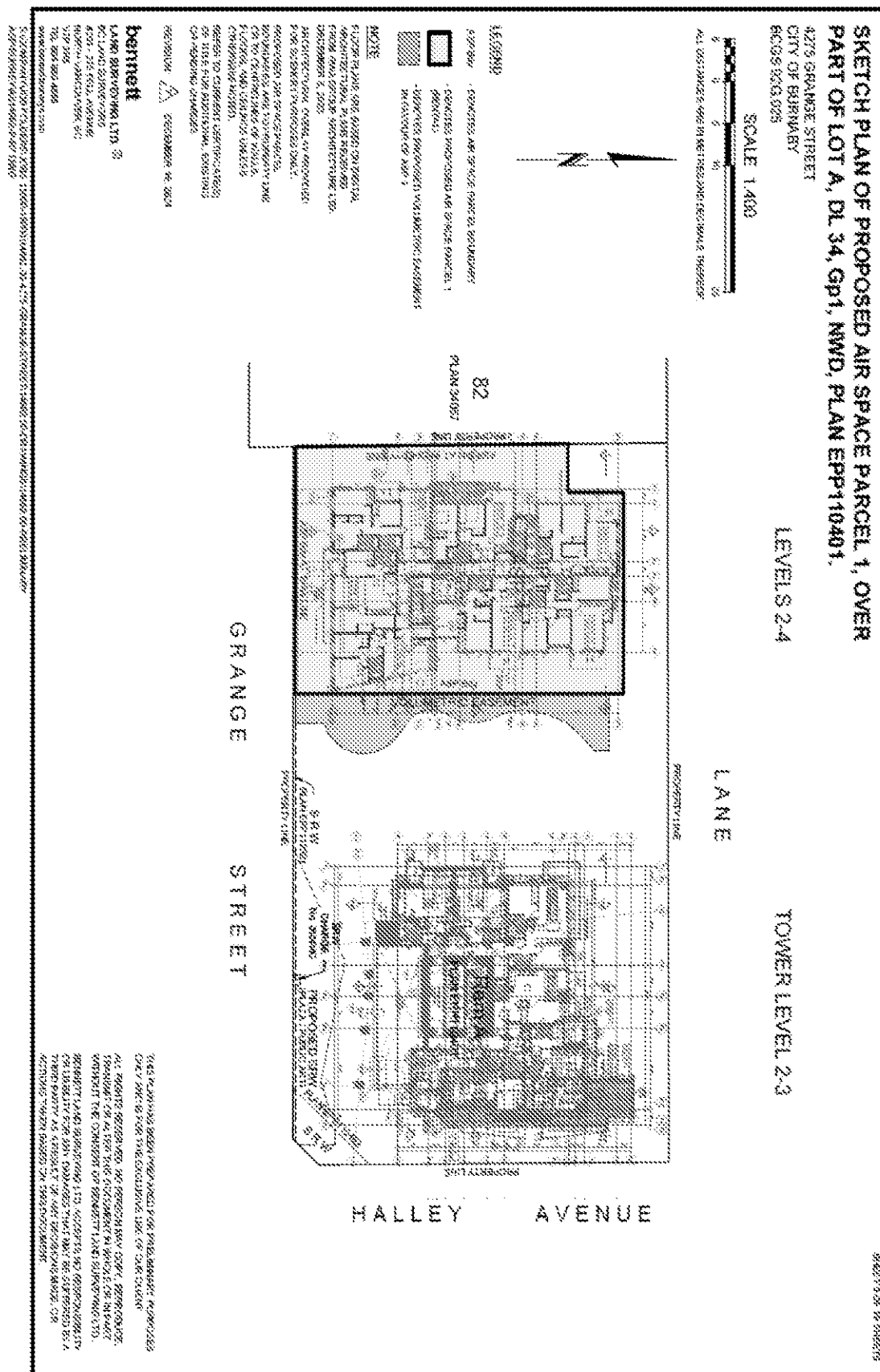


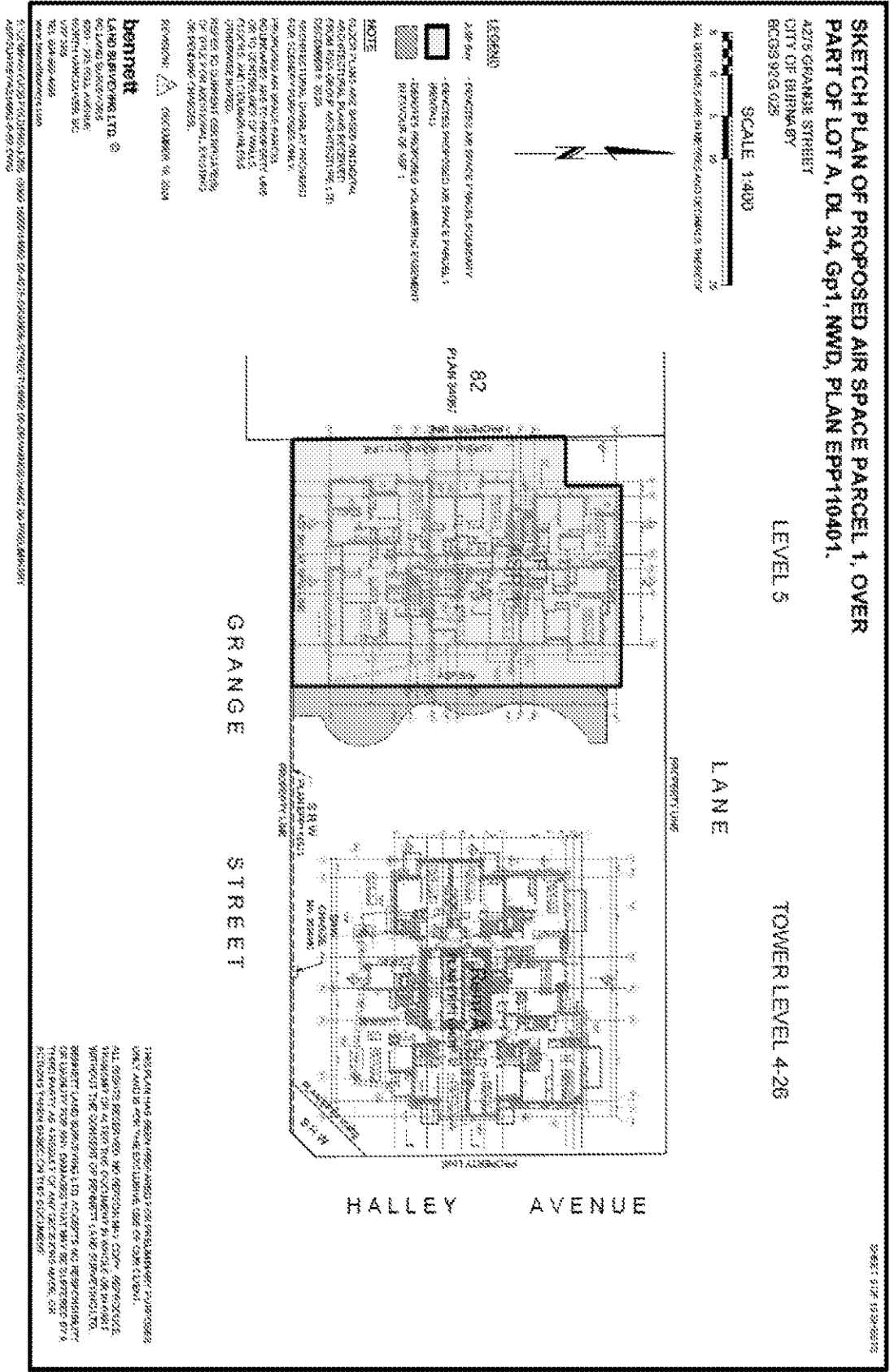


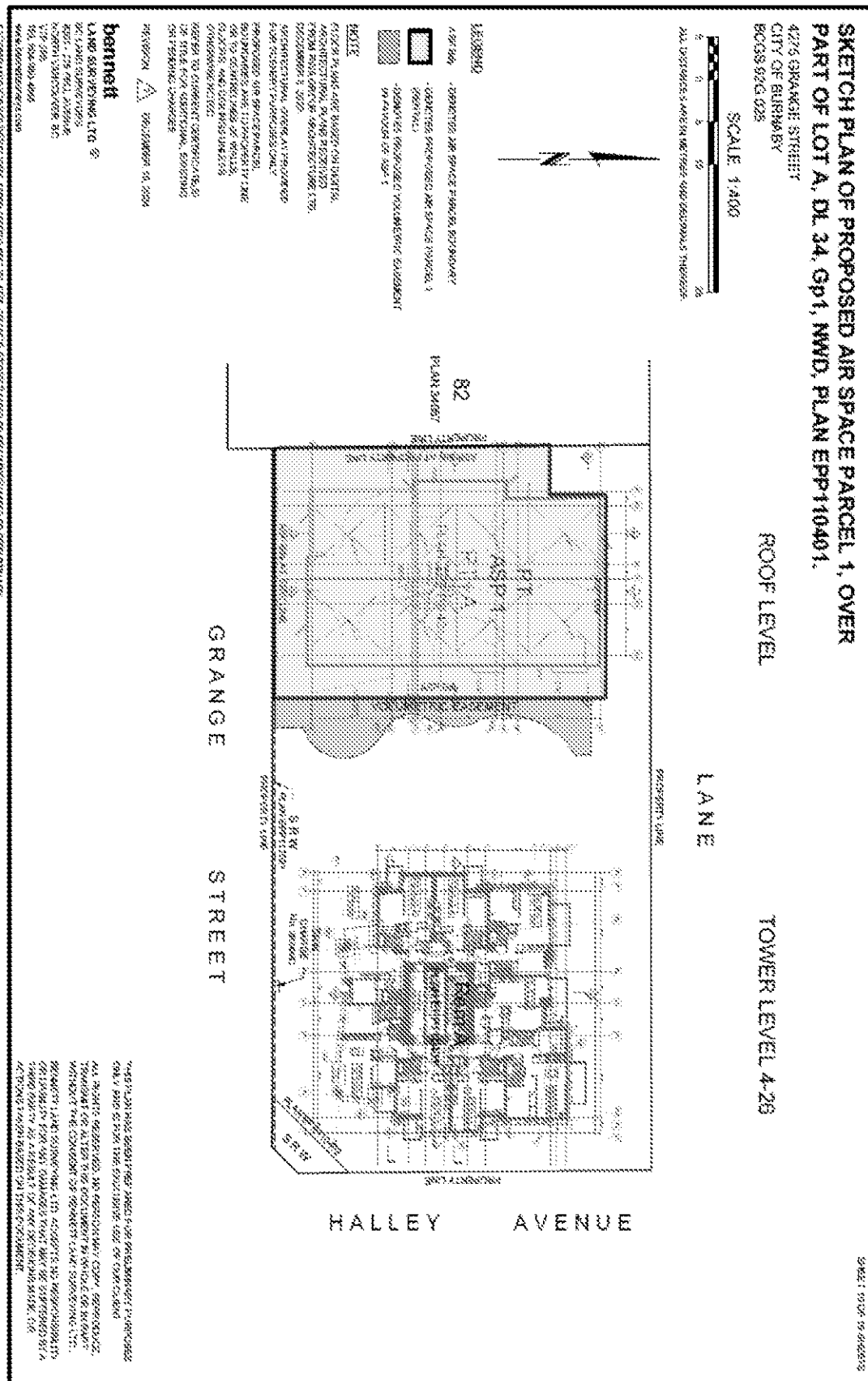












SCHEDULE C
DETERMINATION OF SHARED COSTS AND ALLOCATION OF SHARED COSTS

Note: The capitalized terms used herein will have the definitions ascribed to them in the Agreement to which this Schedule C is attached.

"Shared Costs" means, subject to paragraphs 1, 2 and 3 below, the costs and expenses, including taxes thereon, to inspect, operate, manage, Construct, Maintain, Repair, replace and insure any Common Areas, all without duplication, including without limitation, the costs and expenses:

- (a) incurred with respect to the provision of Building Services with respect to the Common Areas, including, without limitation, all costs, fees, levies, assessments or other amounts charged by utility companies or municipal, regional or Provincial authorities on account of the provision of Shared Utilities,
- (b) charged or incurred by the Property Manager pursuant to the Property Management Agreement in relation to the Common Areas, together with any fees and expenses, including taxes thereon, incurred by any consultants retained by the Property Manager pursuant to the Property Management Agreement as contemplated herein,
- (c) incurred by a Servient Owner in complying with its obligations as a Servient Owner under this Agreement,
- (d) incurred by an Owner in complying with its obligations under this Agreement as a property owner of the Common Areas within its Parcel, and
- (e) incurred by an Owner under any registered encumbrances or other agreements in relation to the Common Areas within its parcel,

in each case, to the extent that the incurrence of such costs and expenses: (1) serves or is for the common use and benefit of the Project as a whole or other Parcels or the Dominant Tenements in respect of Common Areas, and (2) is not exclusively, or for more than 95%, for benefit or the enjoyment of only one Owner and its Users, provided that any Shared Costs relating to the matters in the first 3 rows of the table below [*Parking Facility, P1 Level of the Parking Facility and Main parkade entry gate on P1 level*] shall be allocated in accordance with the table set out in the table below.

1. While Property Taxes will be assessed and payable in respect of each Parcel (and on each strata lot created from each Parcel, to the extent that any Parcel is stratified), the Owners acknowledge that the British Columbia Assessment Authority will likely not assess Property Taxes for the Common Areas separately. Accordingly, each Owner shall bear and pay its own Property Taxes (including the Property Taxes that might have been attributable to the Common Areas), unless the Owners otherwise agree in writing how to determine what portion of the Property Taxes (that are payable for each Parcel) are attributable to the Common Areas and are to be included in the Shared Costs.
2. The following shall be deducted or omitted, as applicable, from the applicable Shared Costs:

- (a) all recoveries by the Property Manager or an Owner which reduce costs and expenses with respect to the Building Service and the Common Areas, including, without limitation the following:
- (i) recoveries under any warranties;
 - (ii) net recoveries from third parties as a result of any act, omission, default or negligence of such third parties;
 - (iii) net amounts received from third parties for the use or occupation of any of the Common Areas; and
 - (iv) recoveries under any insurance policies maintained by the Owners;
- (b) all interest charges on overdue accounts or other financing charges; and
- (c) any goods and services tax pursuant to the Canada *Excise Tax Act* ("**GST**") or any tax levied in replacement of GST with respect to costs incurred if a credit may be claimed from Revenue Canada for such GST.
3. Subject to the other provisions of this Agreement, an Owner may choose to alter, enlarge, reconstruct, relocate or otherwise renovate the improvements located within its Parcel (the "**Renovations**"). If such Renovations are made exclusively, or for more than 95%, for benefit or the enjoyment of the Owner and its Users and are made at the sole discretion of such Owner, the costs and expenses of such Renovations will be excluded from the Shared Costs and will be borne solely by the Owner that carried out such Renovations, provided, however, that any Shared Costs relating to the matters in row 4 of the table below shall be allocated in accordance with the table below.

The Owners agree that all Shared Costs shall be allocated amongst them on the following percentage basis:

	Shared Cost related:	Percentage Share of Owners	
		Remainder Owner	ASP 1 Owner
1	only to the Parking Facility, as a whole, and not relating exclusively to one or more levels or areas within the Parking Facility Includes (without limitation): - the replacement or repair of the Parking Facility membrane This percentage share does not apply to: - Shared Costs that are governed by rows 2, 3, 4, 5 and 6 - items for which the Remainder Owner is responsible pursuant to Section 7.3(c)	93.2%	6.8%

2*	only to the whole of the P1 Level and P1 (Upper) Level of the Parking Facility. For certainty, this category applies to Shared Costs that are related to both the Rental Parking Area and the portions of the P1 Level and P1 (Upper) Level that are outside the Rental Parking Area. "Rental Parking Area" means the portions of the ASP 1 Exclusive Use Areas in Remainder that are on the P1 Level and the P1 (Upper) Level of the Parking Facility, other than the visitor parking stalls allocated for the exclusive use of ASP 1. _____ This percentage share does not apply to: • Shared Costs that are governed by rows 1, 3, 4 and 5 • items for which the Remainder Owner is responsible pursuant to Section 7.3(c)	60.8%	39.2%
3*, +	only to the portions on the P1 Level and P1 (Upper) Level of the Parking Facility that are outside the Rental Parking Area _____ This percentage share does not apply to: • Shared Costs that are governed by rows 1, 2, 4 and 5 • items for which the Remainder Owner is responsible pursuant to Section 7.3(c)	88.6%	11.4%
4+	only to P1 Level and P1 (Upper) Level and other portions of the Parking Facility that are outside the Rental Parking Area. For certainty, this category applies to Shared Costs that are related to both: (1) a portion of the P1 Level and P1 (Upper) Level outside the Rental Parking Area and (2) a portion of the P2, P3 and/or P4 Levels. _____ This percentage share does not apply to: • Shared Costs that are governed by rows 1, 2, 3, 5 and 6 • items for which the Remainder Owner is responsible pursuant to Section 7.3(c)	98.6%	1.4%.
5	only to the maintenance, repair and replacement of the main parkade entry gate on the P1 Level of the Parking Facility	93.2%	6.8%
6	only to the P2, P3 and/or P4 Levels of the Parking Facility, and not to the Parking Facility as a whole	100%	0%
7	only to the ASP 1 Exclusive Use Areas in Remainder _____ Includes (without limitation): • secondary parkade gate serving ASP 1 located within the ASP 1 Exclusive Use Areas in Remainder This percentage share does not apply to: • items for which the Remainder Owner is responsible pursuant to Section 7.3(c)	0%	100%

8	only to the public art located within the public plaza, public plaza shown in Plan EPP143098; only to the sidewalk shown in Plan EPP143098 (including snow clearing); or only to the public sidewalks and boulevards adjoining the Project (including snow clearing)	100%	0%
9	only to Surface Level Loading Areas This percentage share does not apply to: items for which the Remainder Owner is responsible pursuant to Section 7.3(c)	86%	14%
10	only to Service Connections and Service Areas within the Remainder and shared between Remainder and ASP 1 Including (without limitation): - the Shared Emergency Generator Room and the emergency generators located therein This percentage share does not apply to: - items for which the Remainder Owner is responsible pursuant to Section 7.3(c)	86%	14%
11	only to shared building envelope/structural repairs not described in above categories in this table	86%	14%
12	Shared Utilities	86%	14%
13	only to items for which the Remainder Owner is responsible pursuant to Section 7.3(c), including, without limitation, Fire Suppression Systems, Service Connections and Service Areas necessary for, or used in connection therewith, including, without limitation, fire-resistance rated assemblies, fire alarms, fire detection systems, voice communication systems, smoke control measures, automatic sprinkler, standpipe and fire water systems; Pedestrian Access Routes for emergency exiting and egress; Vehicular Access Routes and Pedestrian Access	86%	14%
14	Joint insurance that the Owners may take out pursuant to Section 7.11	86%	14%
15	All other Shared Costs not specifically described above in this table	86%	14%

** If a cost relates to maintenance or repairs that are performed in the P1 Level and P1 (Upper) Level, but that are not performed within the Rental Parking Area, it is intended that row 3 shall apply. For instance, if a portion or all of the P1 Level outside the Rental Parking Area is resurfaced, row 3 shall apply. Row 2 will apply if a portion or all of the P1 Level outside the Rental Parking Area and a portion or all of the Rental Parking Area are resurfaced.*

+ If a cost relates to maintenance or repairs that are performed in the portions of the P1 Level and P1 (Upper) Level that are outside the Rental Parking Area, but no work is performed on the P2, P3 or P4 Levels, it is intended that row 3 shall apply. For example, if a portion or all of the P1 Level outside the Rental Parking Area is resurfaced, and no part of the P2, P3 or P4 Levels is resurfaced, row 3 shall apply.

Row 4 will apply if a portion or all of the P1 Level outside the Rental Parking Area and a portion of the P2, P3 and/or P4 Level is are resurfaced.

**SCHEDULE D
CERTIFIED PROFESSIONAL REPORT**

[See Attached.]



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AIR SPACE PARCEL SUBDIVISION REPORT

For

**GRANGE STREET APARTMENTS
4275 GRANGE STREET
BURNABY, BC**



Prepared for

**Qualex Landmark Orchard Limited Partnership
1910 - 400 Burrard Street
Vancouver, BC
V6C 3A6**

**June 14, 2021
Revised December 17, 2024**

GHL File 7195.00



Revision History			
Revision	Date	Pages Revised	Description of the Revision
R1	December 17, 2024	Multiple	Revised per AHJ review comments
Original	June 14, 2021	N/A	Original report

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Permit to Practice Number	1002752	
Sign and Seal		
GHL File: 7195.00		

* Limitation of Liability *

This technical report addresses only specific Building Code issues under the GHL/Client agreement for this project and shall in no way be construed as exhaustive or complete. This technical report is issued only to the Authority Having Jurisdiction, the Client, Prime Consultants and Fire Suppression Designer to this project and shall not be relied upon (without prior written authorization from GHL) by any other party.



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ATTACHMENT

Attachment 1	Survey Concept Floor Plans
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1.0 INTRODUCTION

This alternative solution report addresses issues pertaining to the prescriptive requirements of the BC Building Code 2018 arising from the proposed air space parcel subdivision. The relevant issues pertaining to Building Code and alternative solutions will be addressed by an alternative solution by means of legal agreements satisfactory to the City of Burnaby.

Building Code and fire protection features not specifically addressed in this report have been assumed to be in compliance with the appropriate Codes and Standards.

This report should be reviewed in conjunction with air space parcel concept floor plans provided by Bennett Land Surveying Ltd., a copy of which are included in Attachment 1 of this report.

1.1 Project Description

The project consists of a highrise and midrise residential building constructed over a common basement storage garage located at 4275 Grange Street in Burnaby, BC. Above grade, the highrise will comprise of 31 residential storeys with a 2-level townhouse cluster while the midrise will comprise of 5 residential storeys. The below grade portion of the building will be a 4-level parkade structure. The project will include the following components:

- P4-P1 (below grade storeys) will have parking use.
- Highrise L1 to L31 will include residential uses.
- Midrise L1 to L5 will include residential use (Rental).

1.2 Applicable Building Code

The applicable Building Code is the BC Building Code 2018 and references are to Division B, Part 3 unless otherwise indicated.

1.3 Air Space Parcel Configuration

It is proposed to subdivide the building via creation of air space parcels (ASP) to separate the midrise portion from the residential strata. Issues relating to Code requirements will be addressed through legal agreements.

Reduced floor plans indicating the ASP are attached in Attachment 1 and summarized as follows:

- ASP 1 – Residential (Midrise)
- REM A – Residential (Highrise), parking and service rooms.



The following table describes the configuration of the ASP and REM A on a level-by-level basis:

Level	ASP 1	REM A
P4	N/A	- Strata Vehicle Aisles and Ramp - Strata Parking Stalls 168 to 197, 199 to 247 - Tower Elevators (T1, T2, T3) - Tower Elevator Lobby P4 - Exit Stairs (ST-P, ST-R1b, ST-T3) - Measure N Vestibules - Bicycle Storage Rooms (T10, T411, T412) - Stairwell Pressurization Ducts - Parkade Exhaust Shaft - Parkade Intake Shaft
P3	- N/A	- Strata Vehicle Aisles and Ramp - Strata Parking Stalls 87 to 116, 118 to 167, 198 - Tower Elevators (T1, T2, T3) - Tower Elevator Lobby P3 - Exit Stairs (ST-P, ST-R1b, ST-T3) - Measure N Vestibules - Bicycle Storage Rooms (T7, T8, T9) - Stairwell Pressurization Ducts - Parkade Exhaust Shaft - Parkade Intake Shaft
P2	- N/A	- Strata Vehicle Aisles and Ramp - Strata Parking Stalls 2 to 31, 33 to 86, 117 - Tower Elevators (T1, T2, T3) - Tower Elevator Lobby P2 - Elevator R1 Pit - Elevator Control Room - Exit Stairs (ST-P, ST-R1b, ST-T3) - Measure N Vestibules - Bicycle Storage Rooms (T3, T4, T5, T6) - Strata Bike Repair - Dog Wash - Car / Bike Wash Stalls - Pull Pit Above - Stairwell Pressurization Ducts - Parkade Exhaust Shaft - Parkade Intake Shaft
P1	- <u>Exit Stair (ST-R2a)</u>	- Strata Vehicle Aisles and Ramp - Strata Parking Stalls 1 and 32 - Car Share Parking Stalls 1 to 3 - Rental Parking Stalls R1 to R6, <u>R11 to R16</u> - Rental Vehicle Aisles and Ramp - Visitor Parking Stalls V1 to V4 (Rental B.) - Visitor Parking Stalls V5 to V17 (Strata) - Visitor Vehicle Aisles and Ramp - Tower Elevators (T1, T2, T3) - Tower Elevator Lobby P1 - Elevator R1 - Rental Elevator Lobby P1 - Exit Stairs (ST-P, <u>ST-R1a</u>, ST-R1b, ST-R1c, ST-T3, ST-T3b) - <u>Car / Bike Wash Stalls</u> - Measure N Vestibules- Bicycle Storage Rooms (R1, R2, T1, T2, T7, T8, T9)



Level	ASP 1	REM A
		- Strata Visitors Bike area - Main Electrical Room - Emergency Distribution Room - Main Communication Room - Main Mechanical Room - Pond Mechanical Room - Tower Garbage & Recycle and Bulky Item area - <u>Tower Bike Repair</u> - Rental Mechanical Room - Rental Electrical Room - Rental Garbage & Recycle and Bulky Item area - Rental Bike Repair - <u>Jan 1 Room</u> - Stairwell Pressurization Ducts - Parkade Exhaust Shaft - Parkade Intake Shaft - Vista Room - Enterphone
P1 Upper	- <u>Exit Stairs (ST-R1 and ST-R2a)</u>	- Rental Parking Stalls R7 to R10 - Emergency Generator - Hot Tub Mechanical Room - Storm Detention Tank - Tower Elevators (T1, T2, T3) - Exit Stairs (<u>ST-R1a</u>, ST-T3, ST-P1) - Stairwell Pressurization Ducts - Parkade Exhaust Shaft - Parkade Intake Shaft Open to Below: - Rental Parking Vehicle Aisles. Ramp and Stalls - Visitor Parking Vehicle Aisles. Ramp and Stalls - Main Electrical Room - Emergency Distribution Room - Main Communication Room - Main Mechanical Room - Pond Mechanical Room - Tower Garbage & Recycle - Rental Mechanical Room - Rental Electrical Room - Rental Garbage & Recycle - Bike Storage Rooms (T2)
L1	Midrise Building: - Rental Elevator (R1) - Rental Lobby and Corridor - Exit Stair (ST-R1, ST-R2, <u>ST-R2a</u>) - Rental Suites - Entry Vestibule - Rental Mail Room - Rental Amenity - Rental Suite Patios - Electrical Closet - Mechanical Shaft - Rental Visitor Bicycle Parking - <u>Outdoor Amenity and Walkway</u>	Highrise Building: - Tower Elevators (T1, T2, T3) - Tower Elevator Lobby L1 - Tower Lobby - Exit Stair (ST-T1, ST-T2, ST-T3a) - Exit Corridor (ST-T1 L1) - Suite TH 1, 2 - Suite TH 1 and TH2 Patios - Mail Room - Mail Service area - Parcel Room - Entry and Exit Vestibule - Amenity Lounge - Gym



Level	ASP 1	REM A
		- Kids Play Area - Music Room - Sauna - Universal Washroom - Vehicle Parking Entry Ramp - Exterior Ramps, Sidewalks and Steps - Exterior Planters and Concrete Landscaping - Exterior Lounge Seating area - Outdoor Tower Amenity - Exterior Green Space - <u>Exterior Strata Children Play area</u> - Exterior <u>Rental</u> Children Play area - Exterior Hot Tub - Garbage Staging area - Loading and Drop Off area - Vista Chamber - Pond and Source Pond Open to Below: - Exit Path (from P1 Upper)
L2	Midrise Building: - Rental Elevator (R1) - Rental Lobby <u>and Corridor</u> - Exit Stair (R1, R2) - Rental Suites - Electrical Closet - Mechanical Shaft - Exterior space beyond midrise building Perimeter	Highrise Building: - Tower Elevators (T1, T2, T3) - Tower Elevator Lobby <u>and Corridor</u> - Exit Stair (ST-T1, ST-T2) - Residential Suites - Electrical Closet - Electrical and Mechanical Shaft Open to Below: - Tower Lobby - Amenity Lounge
L3	Midrise Building: - Rental Elevator (R1) - Rental Lobby <u>and Corridor</u> - Exit Stair (R1, R2) - Rental Suites - Electrical Closet - Mechanical Shaft - Roof Access Hatch - Exterior space beyond midrise building Perimeter	Highrise Building: - Tower Elevators (T1, T2, T3) - Tower Elevator Lobby <u>and Corridor</u> - Exit Stair (ST-T1, ST-T2) - Residential Suites - Electrical Closet - Electrical and Mechanical Shaft Open to Below: - Tower Lobby
L4, L5	Midrise Building: - Rental Elevator (R1) - Rental Lobby <u>and Corridor</u> - Exit Stair (R1, R2) - Rental Suites - Electrical Closet - Mechanical Shaft - Roof Access Hatch - Exterior space beyond midrise building Perimeter	Highrise Building: - Tower Elevators (T1, T2, T3) - Tower Elevator Lobby <u>and Corridor</u> - Exit Stair (ST-T1, ST-T2) - Residential Suites - Electrical Closet - Electrical and Mechanical Shaft



Level	ASP 1	REM A
L6	Roof of Midrise Building: - Roof Access Hatch - Rental Elevator Shaft	Highrise Building: - Tower Elevators (T1, T2, T3) - Tower Elevator Lobby <u>and Corridor</u> - Exit Stair (ST-T1, ST-T2) - Residential Suites - Electrical Closet - Electrical and Mechanical Shaft
L7 to 31	N/A	Highrise Building: - Tower Elevators (T1, T2, T3) - Tower Elevator Lobby <u>and Corridor</u> - Exit Stair (ST-T1, ST-T2) - Residential Suites - Electrical Closet - Electrical and Mechanical Shaft - <u>Study Lounge (L27)</u> - <u>Universal Washroom (L27)</u> - <u>Study Room (L28)</u>
Roof	N/A	Highrise Building: - High-Rise Roof - Tower Elevators (T1, T2, T3) - Boiler Room - Vestibule - Exit Stair (ST-T1) - Mechanical Rooms

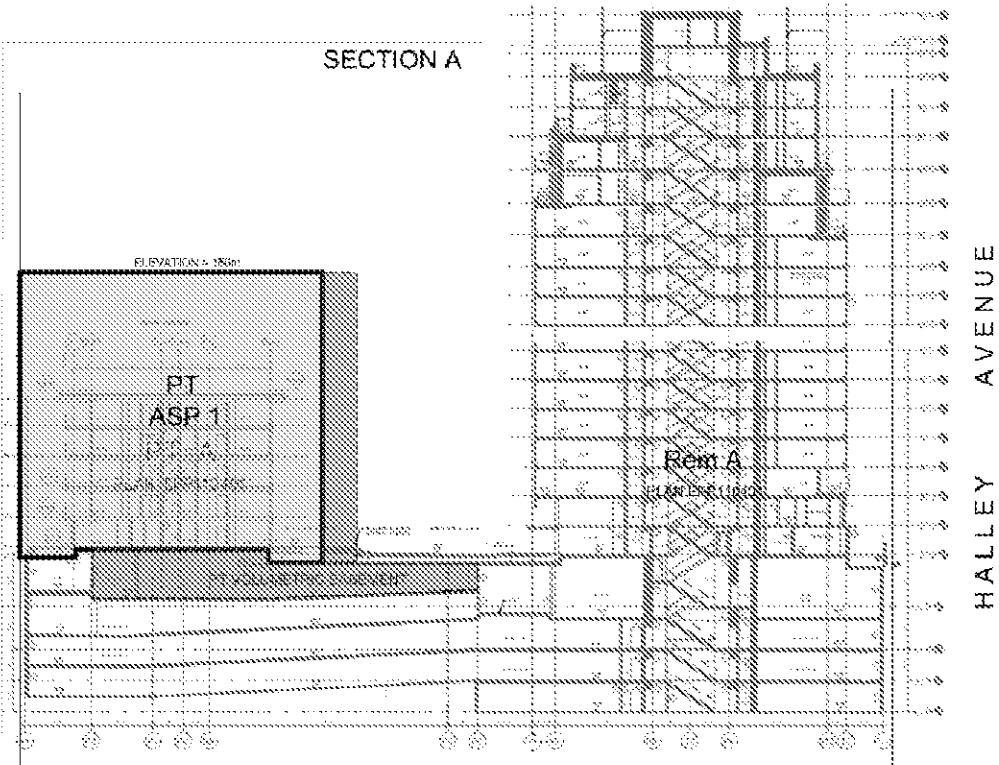


Figure 1: Illustration of the building's two legal parcels.



1.4 Building Code Application

The building will be subdivided through the creation of ASP forming separate portions for ownership/management purposes. Location of the subdivision lots are indicated on the ASP concept floor plans attached in Attachment 1.

Where portions of a building are subdivided with either property lines or ASP subdivision lines, they may be required to be separated from one another by firewalls per Subsection 3.1.10. The following alternative solution to Building Code compliance addresses the legal subdivision of this building without the use of firewalls at property lines.

The Building Code provides two methods for considering buildings separate: with the use of firewalls or with spatial separation or physical distance between buildings. The Building Code is then applied to each individual building separately based on its own size and occupancy.

It is proposed to subdivide this building into separate properties for legal purposes to facilitate separate ownership; however, neither firewalls nor spatial separations will be provided at the internal property lines. It is proposed to achieve this property subdivision using the equivalent of "strata" property subdivision.

Applying this principle to this building and assuming for discussion purposes that property lines divide it into separate properties, firewalls at the property lines can be omitted if the property owners enter into an agreement that recognizes that all parts of the building, regardless of whether they are on separate properties, are considered a single building for Building Code purposes, and register the agreement against both properties. This agreement would regulate the occupancy, maintenance, etc. of the building. An additional significant part of the agreement would relate to exiting and access easements between the properties.

The Building Code complexities that arise from the creation of the ASP will be addressed by treating the entire building as a single building, using a combination of the following approaches:

- Compliance with acceptable solutions,
- Alternative solutions to Code compliance, per Section 1.2 of Division A of the BC Building Code, and
- Easement agreements including single development and Section 219 Covenant.

For Building Code application purposes, the interface of the ASP and the Remainder are treated the same as a real subdivision property line, and portions of a building on either side of the property line are considered to be separate ownerships.

Code compliance for the ASP and the Remainder will be covered in the Easement Agreement and Section 219 Covenant, and is summarized as follows:

- Treat the building as a single building, requiring any building constructed on the property to be consolidated with the strata phase.
- Grant easements necessary for common access to fire protection and occupant safety systems and exits required for function as a single building and to allow the owners to operate and maintain the building and their common systems.



- Release and indemnify the City of Burnaby in agreeing to treat the building as a single building.
- Require the owners to inspect, test and keep in good working order all common fire protection and occupant safety systems, common utilities, and shared exits.

1.5 Single Building Concept for Party Walls / Firewalls

Assuming, for discussion purposes, that property lines divide this building into separate properties, firewalls at the property line are not necessary provided that the property owners enter into an agreement that recognizes that the building is considered a single building for Building Code purposes, and register the agreement against all properties. This agreement would regulate the occupancy, maintenance, etc. of the building. This proposed arrangement or agreement is analogous to the commonly owned wall described under the Building Code defined "party wall" which means "a wall jointly owned and jointly used by two parties under easement agreement or by right in law, and erected at or upon a line separating two parcels of land, each of which is, or is capable of being, a separate real-estate entity".

Under this definition, since each party owns part of the wall, there must be an agreement in place between the parties regarding the use and maintenance of the wall as it is a common construction element. As an example, if one party on one side of a common 2h partywall (firewall) between apartment buildings changes the occupancy of the building to retail, the firewall's fire-resistance rating would increase to 4h and would require a higher parapet extending above the roof. Since both parties own the wall, each would be obligated to undertake the upgrading work arising from the change or an alternate arrangement would form part of the joint ownership agreement.

Similarly, for a building without firewalls, if an owner changes the occupancy of part of a building, thereby impacting portions of adjacent building, potential upgrading of both portions may transpire as both form a single building for Building Code purposes. The implications and obligations for all owners will be clearly identified in the legal agreement.

The legal agreements to be put into place to facilitate multiple parcels under separate ownership will address the Building Code requirements for separation such that physical separation of each parcel will not be necessary.

2.0 BUILDING CODE CONFORMANCE

Subheadings 1 through 10 below address Building Code issues to be addressed by a legal agreement.

2.1 Egress Routes and Exits

Building Code References: Sections 3.3 and 3.4

The building contains areas where easement agreements are required for the purposes of unrestricted pedestrian access for exit/egress to a safe open space (the street). These locations are summarized as follows in Table 1:

**Table 1. Easements for Exit / Egress**

#	Level	Area Requiring Exit / Egress	Description of Configuration	In Favour of
1	P1	REM A: - Visitor Parking Stalls V1 to V4 (Rental B) - Visitor Parking Stalls V5 to V17 (Strata) - <u>Car Share Parking Stalls 1 to 3</u> - <u>Tower Bike Repair</u> - <u>Visitor Vehicle Aisles and Ramp</u> - <u>Bicycle Storage Room (T2)</u>	<u>Access through Exit Stair ST-R2a located in ASP 1</u>	REM A
2	<u>P1 Upper</u>	ASP 1: - <u>Exit Stair ST-R1</u>	<u>Access through covered exit path located in REM 1</u>	<u>ASP 1</u>
3	<u>L1</u>	ASP 1: - <u>Outdoor Amenity and Exterior Walkways</u>	<u>Access through exterior areas located in REM 1</u>	<u>ASP 1</u>

2.2 Encroachment

There will be no physical encroachment of air space parcels and their related building portions into other ASP (e.g. projections over property lines) such that no encroachment agreements are needed.

2.3 Common Access

The building contains areas where easement agreements are required for purposes of unrestricted pedestrian, vehicle and fire department access to facilities/areas on either side of the subdivision line. A volumetric easement has been established to give access to ASP 1 while the areas described are still being part of the remainder parcel. These locations are summarized as follows in Table 2:

Table 2. Easements for Common Access

#	Level	Areas Requiring Access In	Description of Configuration	In Favour of
1	P2	REM A (<u>Volumetric Easement</u>): - Elevator Control Room	Access required by ASP 1 to areas located in REM A	ASP 1
2	P1	REM A (<u>Volumetric Easement</u>): - Rental Parking Stalls R1 to R6, <u>R11 to R16</u> - <u>Car / Bike Wash Station</u> - Rental Vehicle Aisles and Ramp - Visitor Parking Stalls V1 to V4 (Rental B.) - Elevator R1 - Rental Elevator Lobby P1 - Exit Stairs (-R1c) - Bicycle Storage Rooms (R1, R2) - Rental Mechanical Room - Rental Electrical Room - Rental Garbage & Recycle and Bulky Item area - <u>Rental Bike Repair</u> - <u>Jan 1 Room</u>	Access required by ASP 1 to areas located in REM A	ASP 1



#	Level	Areas Requiring Access In	Description of Configuration	In Favour of
3	P1 Upper	REM A (Volumetric Easement): - Rental Parking Stalls R7 to R10	Access required by ASP 1 to areas located in REM A	ASP 1
4	L1	REM A (Volumetric Easement): - Exterior Rental Children Play Area - Landscaping and portion of access path from loading.	Access required by ASP 1 to areas located in REM A <u>and repass</u>	ASP 1

2.4 Separation by Party Walls, Spatial Separation, and Exposure Protection

Building Code Reference: Section 3.1, Subsection 3.2.3

For Building Code purposes, lines are considered to be real property lines and the spatial separation requirements of Subsection 3.2.3 require that limiting distances be measured to the property lines.

Subsection 3.2.3 requires fire rated construction and does not permit unprotected openings in walls that are located on a property line. There are locations where there are no building separation walls at the property lines. This occurs where no physical separation is provided at the subdivision lines and, as such, required limiting distances to permit unprotected openings or unrated walls will not be provided. This is directly permitted on the basis that all parcels are part of the same fully sprinklered building.

The presence of unprotected openings at property lines will be acknowledged in the legal agreement on the basis of treating the building as a single building. The legal agreement will acknowledge the following locations in order to satisfy the spatial separation requirements and Building Code nonconformities:

Table 3. Description of Interface between Air Space Parcels

#	Level	Description of Interface between ASP 1 and REM A	Code Reference
1	P1	Vertical separation at walls around the following ASP 1 areas from REM 1: - Exit Stair ST-R2a <u>See survey drawings.</u>	<u>Article 3.1.10.2</u> <u>Article 3.1.10.3</u>
2	P1 Upper	Vertical separation at walls around the following ASP 1 areas from REM 1: - Exit Stairs ST-R1 and ST-R2a <u>See survey drawings.</u>	<u>Article 3.1.10.2</u> <u>Article 3.1.10.3</u>
3	L1 Slab	Horizontal separation occurs at the floor under the following Midrise areas: - Rental Lobby - Exit Stair ST-R2 - Rental Suites - Entry Vestibule - Rental Mail Room - Rental Amenity - Rental Suite Patios - Electrical Closet	Article 3.1.10.2 Article 3.1.10.3 Subsection 3.2.3



#	Level	Description of Interface between ASP 1 and REM A	Code Reference
		- Rental Visitor Bicycle Parking - Outdoor Amenity and Exterior Walkways See survey drawings.	
4	L1	Vertical separation with no walls and 100% unprotected openings around the following areas: - Exterior walkway, patios and landscaping beyond midrise building See survey drawings.	Article 3.1.10.2 Article 3.1.10.3
5	L2 to L5	Vertical separation with no walls and 100% unprotected openings between ASP 1 areas from REM: See survey drawings.	Article 3.1.10.2 Article 3.1.10.3
6	Roof	Upper limit of ASP 1 at Elevation 150.00m	Article 3.1.10.2 Subsection 3.2.3

Spatial separation calculations for the building (as a single building) prepared by GHIL are documented in a report entitled “Approach to Building Code Compliance”, dated May 10, 2021.

2.5 Fire Alarm

Building Code Reference: Subsection 3.2.4

The building will be provided with one fire alarm system which will serve all subdivision parcels. An agreement addressing maintenance, testing and servicing of the common fire alarm system is required to ensure proper functioning for the building fire safety systems.

In order to avoid conflict / division of responsibilities, one party will be responsible for maintenance of the fire protection and occupant safety systems. The legal agreement will indicate that this responsibility rests with Remainder. An appropriate cost apportioning system will be developed between the owners of Remainder and 1.

2.6 Fire Department Provisions

Building Code Reference: Subsection 3.2.5

Each property will be provided with separate fire department provisions including firefighter access; however, it is recognized that the fire department will be able to respond and use the air space parcel or Remainder to gain access to other. There will be a general easement (Statutory Right of Way) for firefighter access without restrictions to any area of the air space parcels or Remainder Lot.



2.7 Alternative Solutions

Building Code Reference: Division A, Clause 1.2.1.1.(1)(b), and Division C, Section 2.3

Division A, Clause 1.2.1.1.(1)(b) and Division C Section 2.3 permit development of alternative solutions and that these solutions are required to achieve the minimum level of performance required by Division B in the areas defined by the objectives and functional statements attributed to the applicable acceptable solution.

The alternative solutions prepared by GHL are documented in a report entitled “Alternative Solutions Report”, dated May 10, 2021. The alternative solutions are as follows:

Alternative Solution 1	Modified Single Stage Fire Alarm System Design
Alternative Solution 2	Application of High Building Measures
Alternative Solution 3	Wired Glass in Fire Separations (Parking)
Alternative Solution 4	Exit Exposure Protection
Alternative Solution 5	Firestopping of Standpipe in Scissor Exit Stair
Alternative Solution 6	Electromagnetic Locks at Mid-Rise and High-Rise Entry Lobby

In cases where these alternative solutions are shared and span across the subdivision lines; legal agreements will be developed to address maintenance, service and inspection. Easements may be necessary for alternative solution design features, as some of these may require regular maintenance.

Where openings for access between strata division lines occur, further legal agreements must be developed to address maintenance, service and inspection of the systems.

2.8 Building Services

In recognition that some services will be shared and will span across the subdivision lines, legal agreements will be developed to address maintenance and service for the systems. Legal agreements will be developed to address the following:

- i. Responsibility for operation and maintenance of fire protection systems (such as automatic fire suppression systems (sprinklers), fire pump, and standpipe systems).
- ii. Responsibility for operation and maintenance of the fire alarm system.
- iii. Responsibility for maintenance, replacement, and upgrading of building services.
- iv. Basis for apportioning costs and methods of addressing maintenance, replacement and upgrading of building services.
- v. Service access agreements and covenants.



Building services to be addressed through legal agreements are summarized as follows in Table 4:

Table 4. Building Services Shared by and/or Servicing Different Subdivision Parcels

#	Building Service Description	Code References / Comments
1	Water supply system, plumbing, and piping	Part 7
2	Sanitary and sewer drainage system and piping	Part 7
3	Rainwater drainage system and piping	Part 7
4	Groundwater drainage system and piping	Part 7
5	Automatic sprinkler and standpipe systems	Part 3, NFPA 13, NFPA 14
6	Natural gas distribution	BC Gas Code
7	Heating, cooling, venting, and related distribution systems	Part 6
8	Electrical systems and distribution, including emergency related systems and distribution	Canadian Electrical Code
9	Telecommunications systems and distribution	Canadian Electrical Code
10	Fire alarm systems and wiring	Part 3, Subsection 3.2.4

2.9 Building Structure

Building Code Reference: Part 4

The interface between the ASP 1 and REM A is such that the properties (portions of the building) are dependent on each other for structural support. A legal agreement will be provided to satisfy the various owners' interests and ensure that structural integrity and support is maintained for the life of the building.

2.10 Building Envelope

Building Code Reference: Part 5

A legal agreement addressing responsibility, access rights for inspection, maintenance and repair of common building envelope systems will be provided.

3.0 SUMMARY

This report has summarized issues pertaining to the prescriptive requirements of the BC Building Code 2018 arising from the proposed air space parcel subdivision.

Based on the approach described in this report, issues pertaining to Building Code and alternative solution requirements will be addressed by means of legal agreements satisfactory to the City of Burnaby.

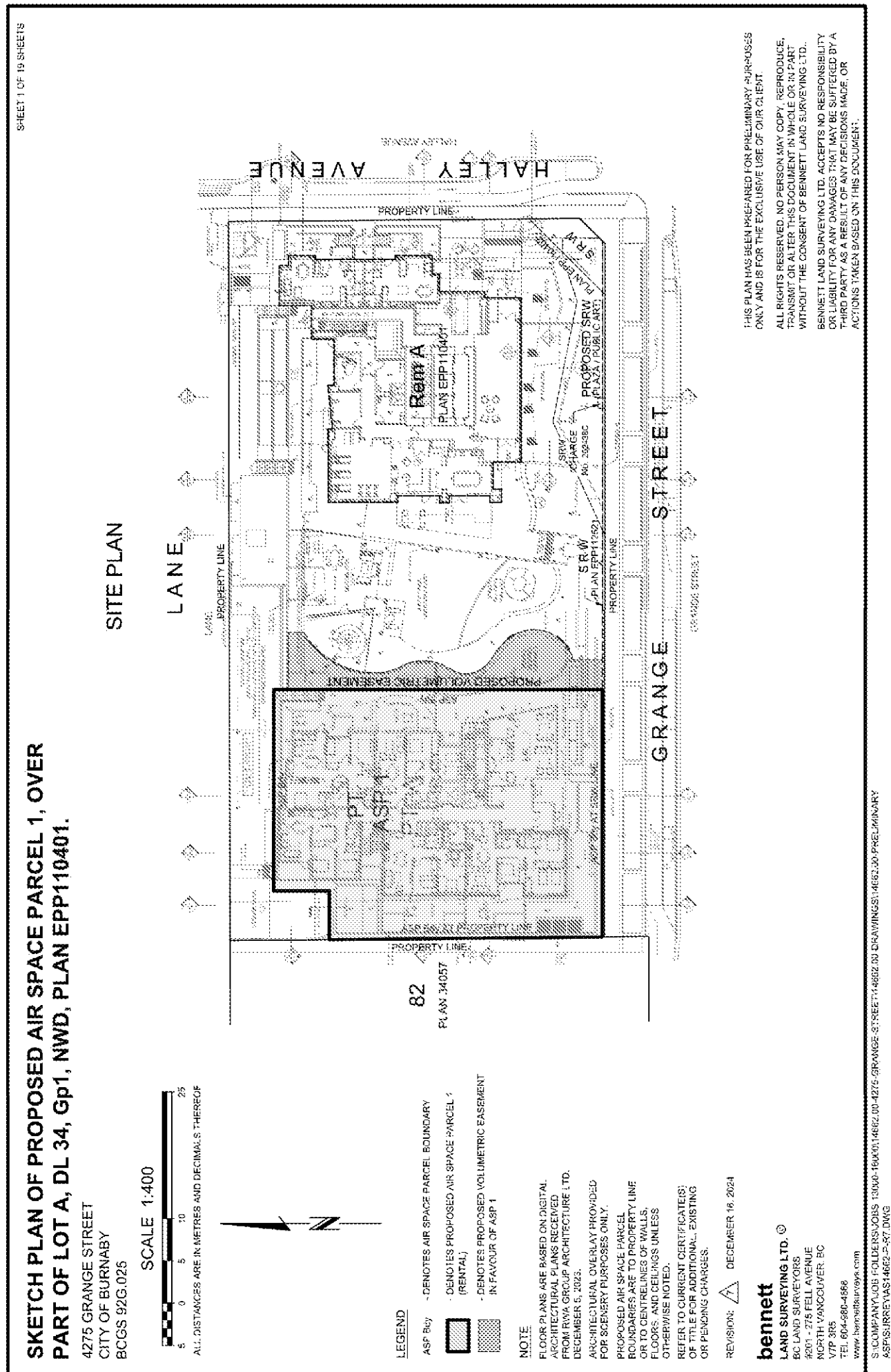
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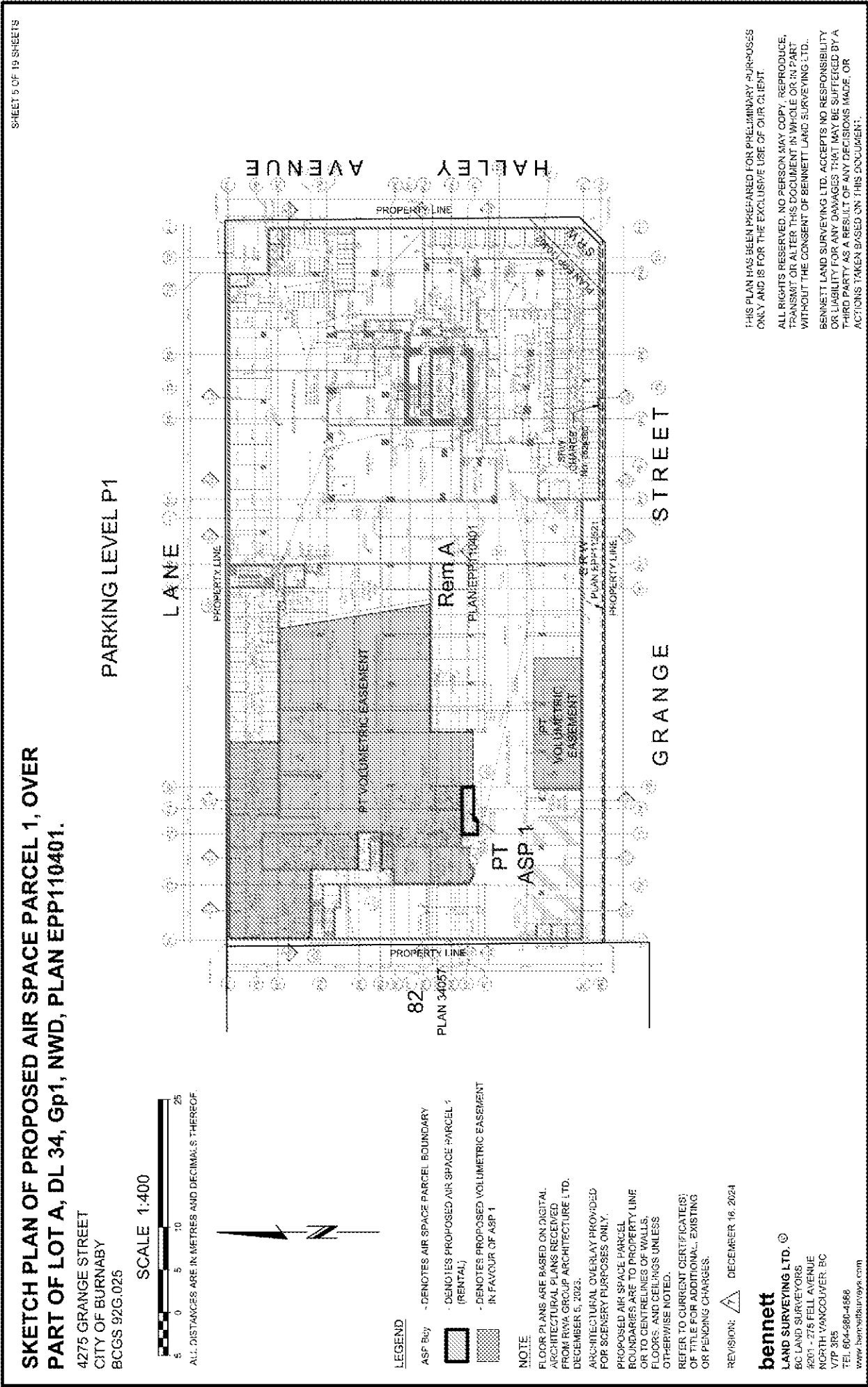
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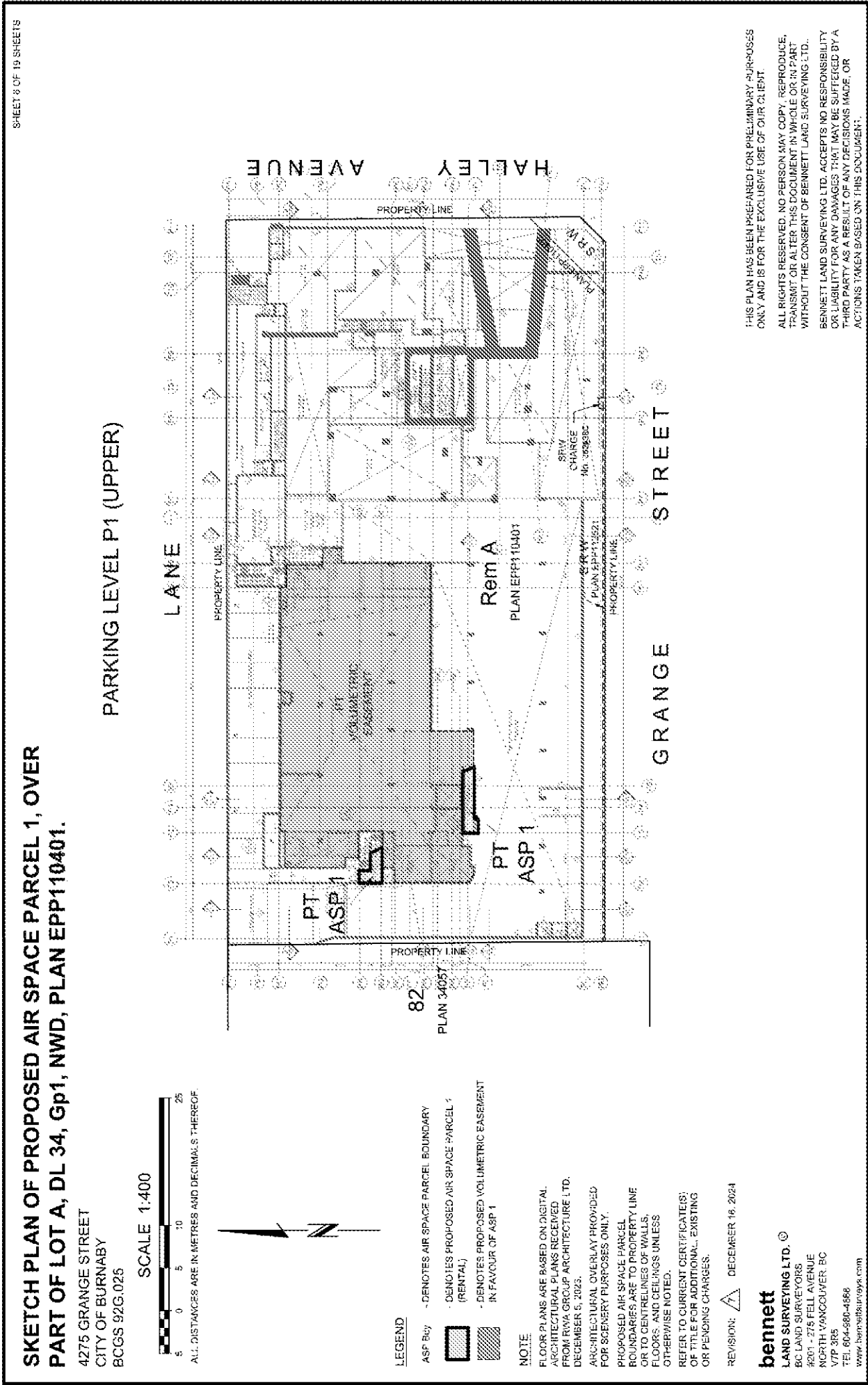
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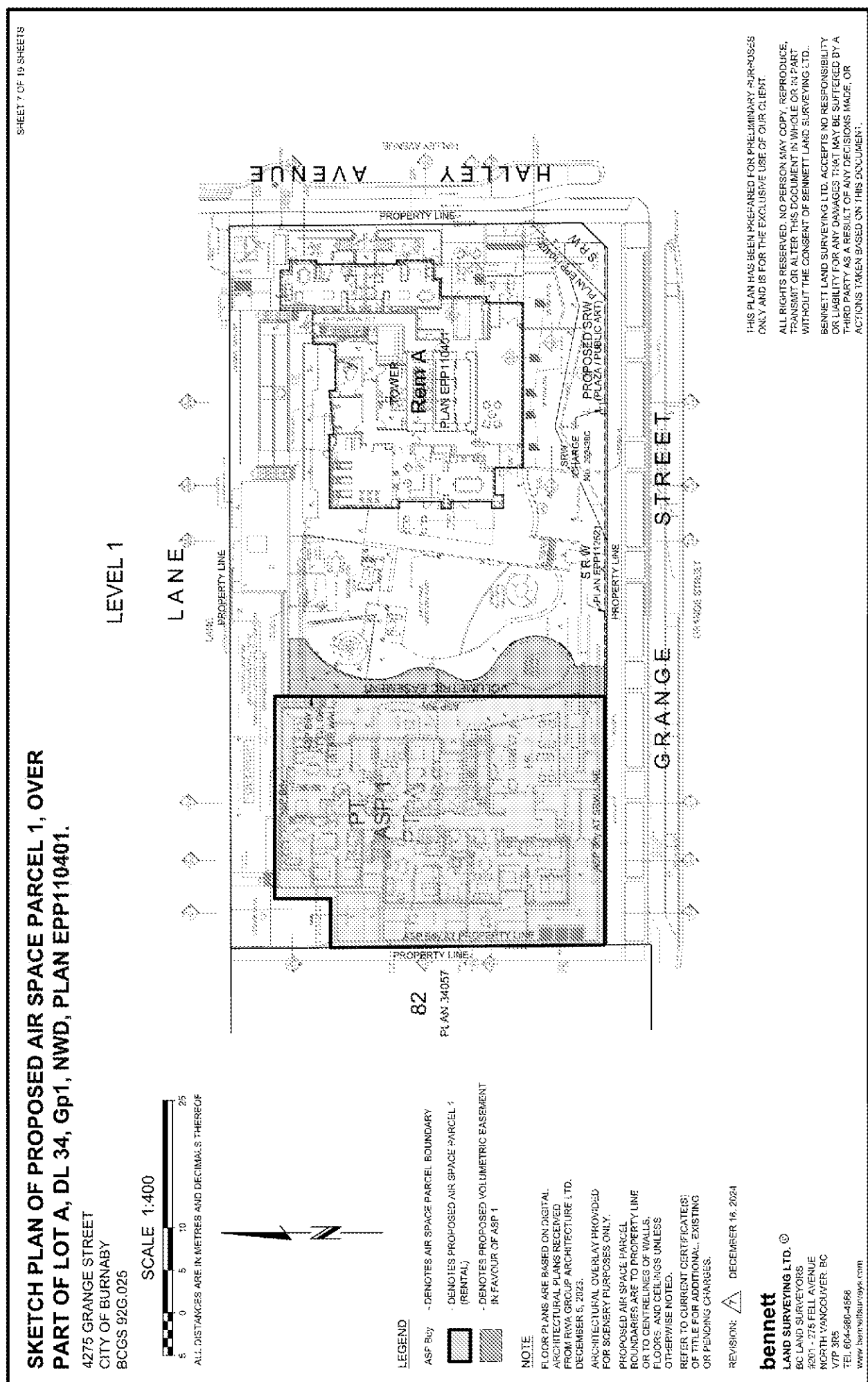
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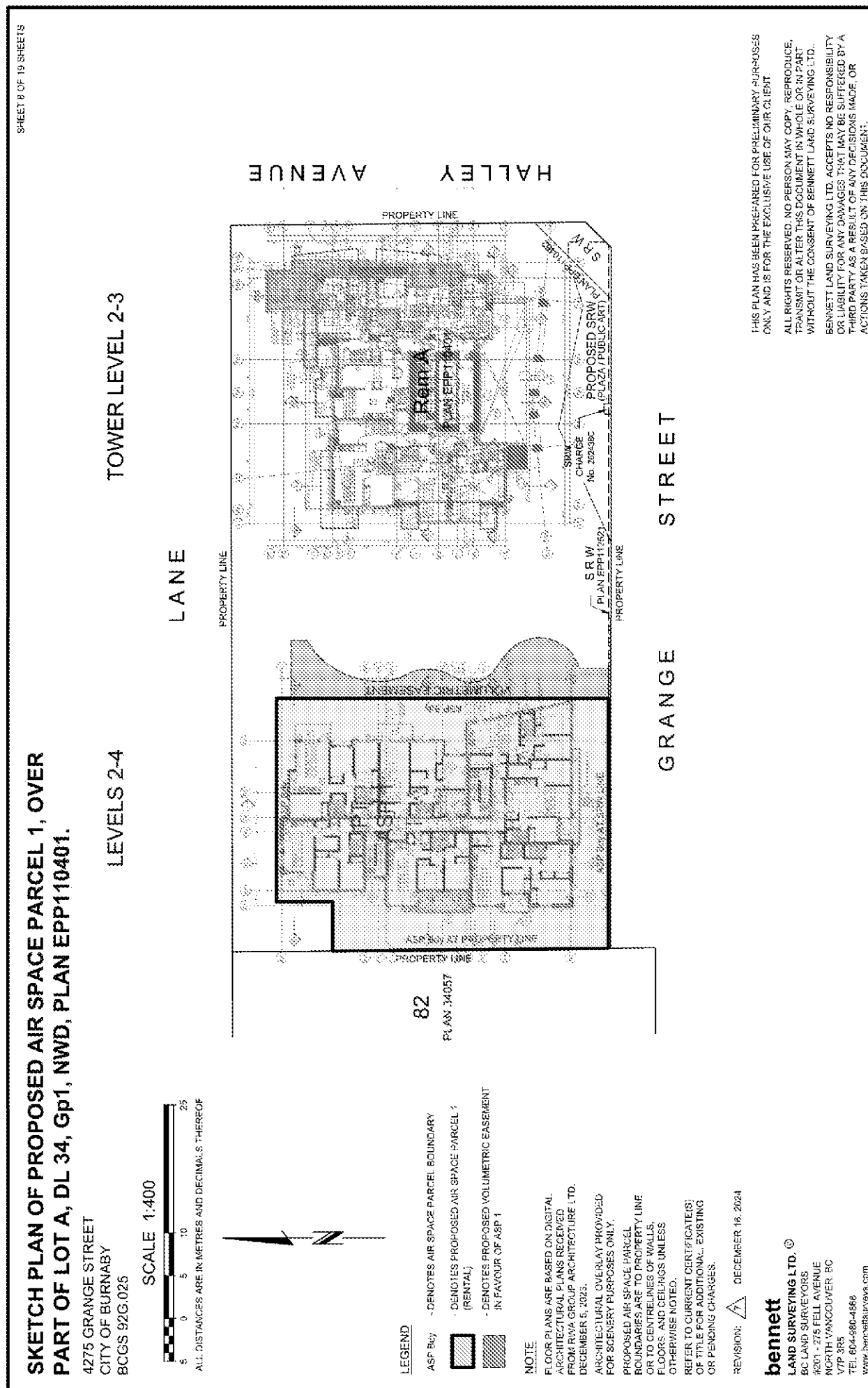
Survey Concept Floor Plans

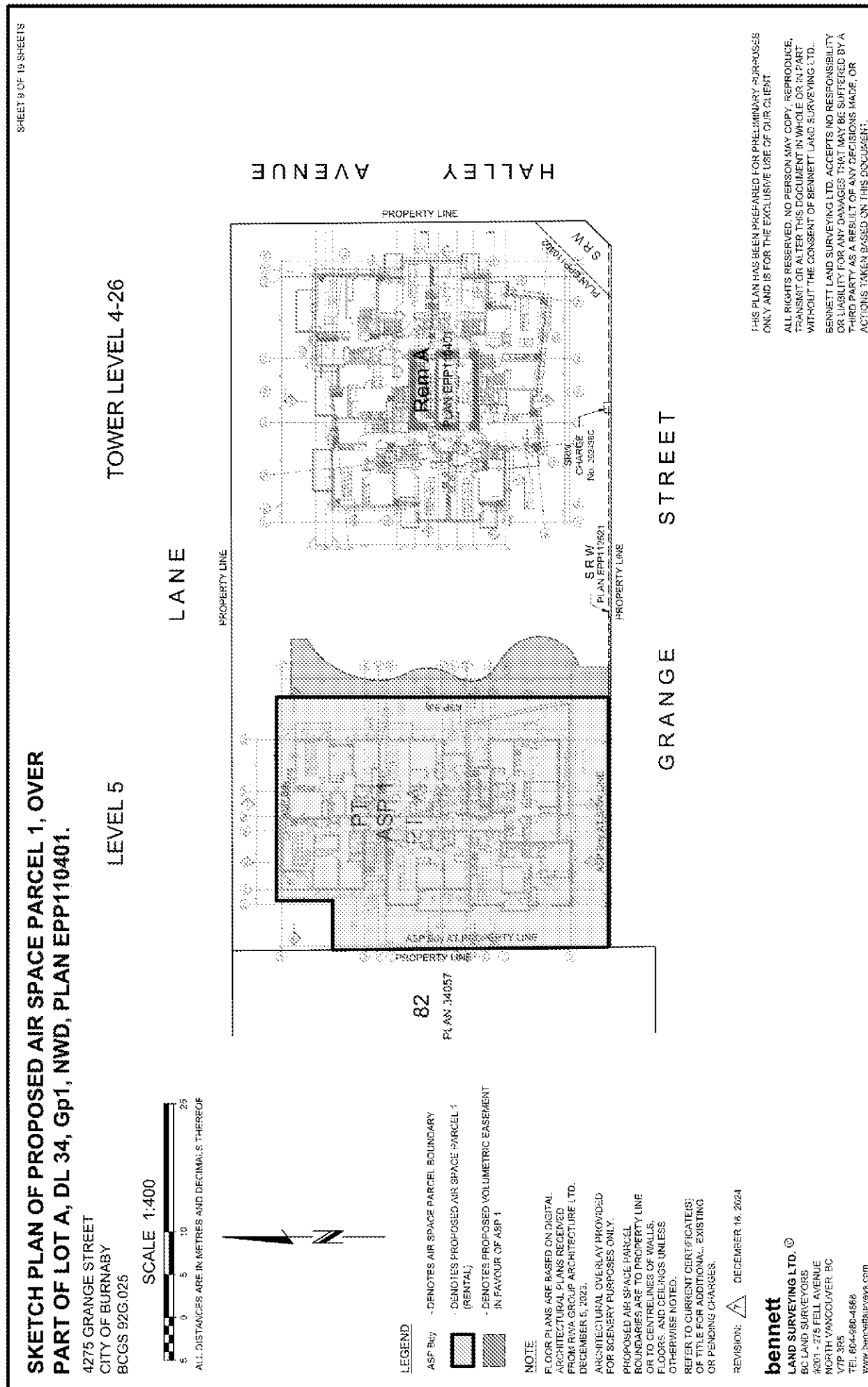


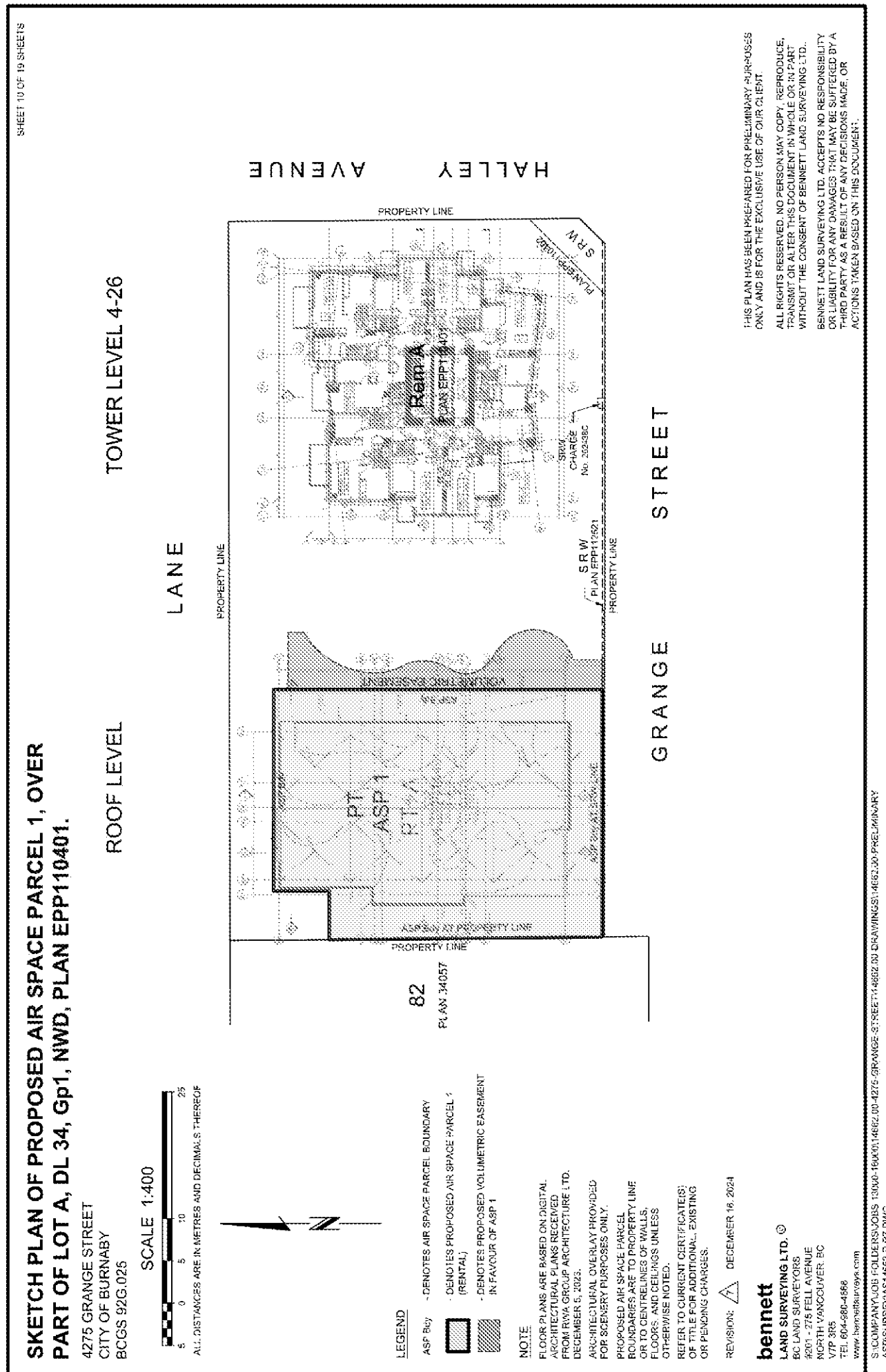


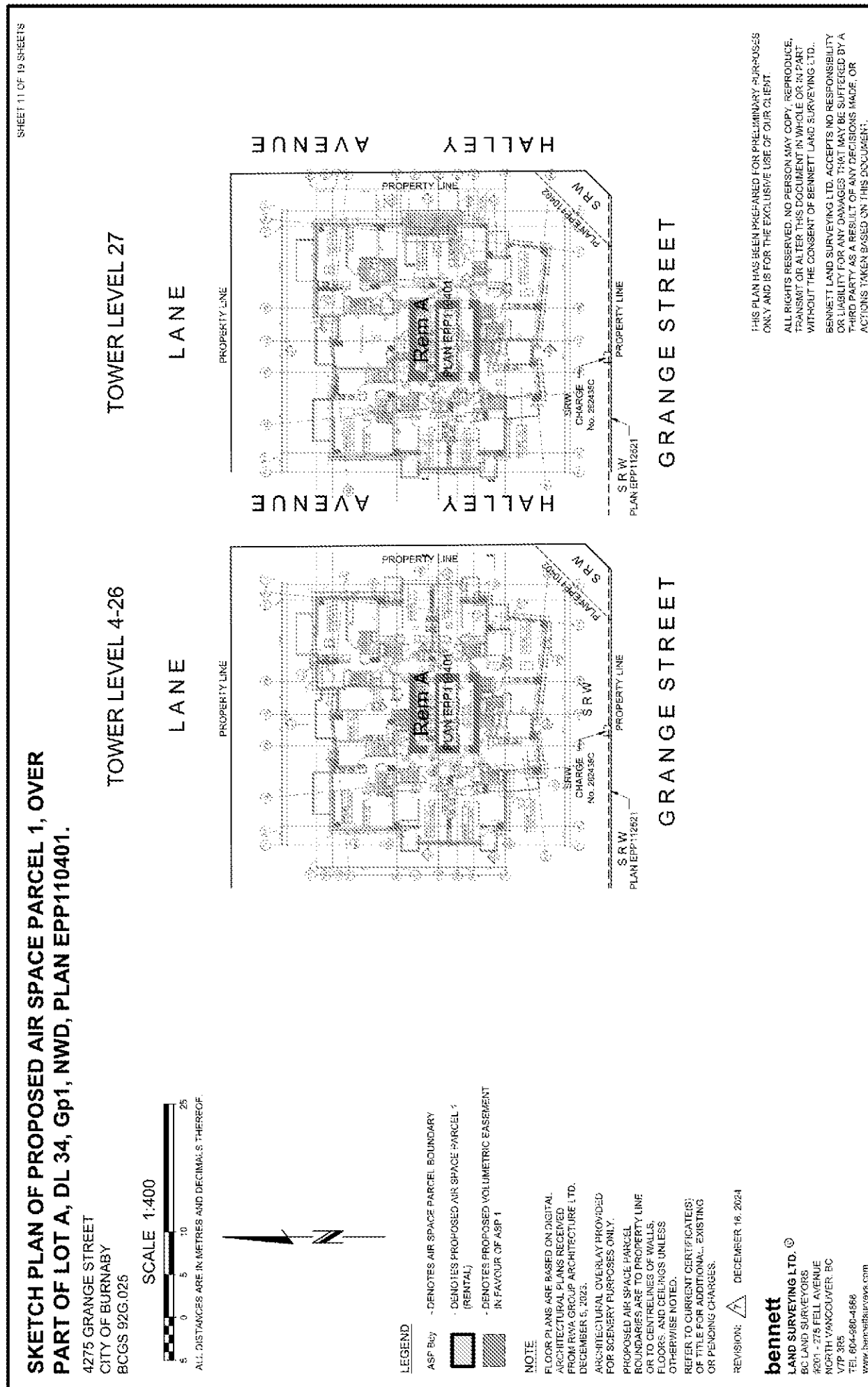


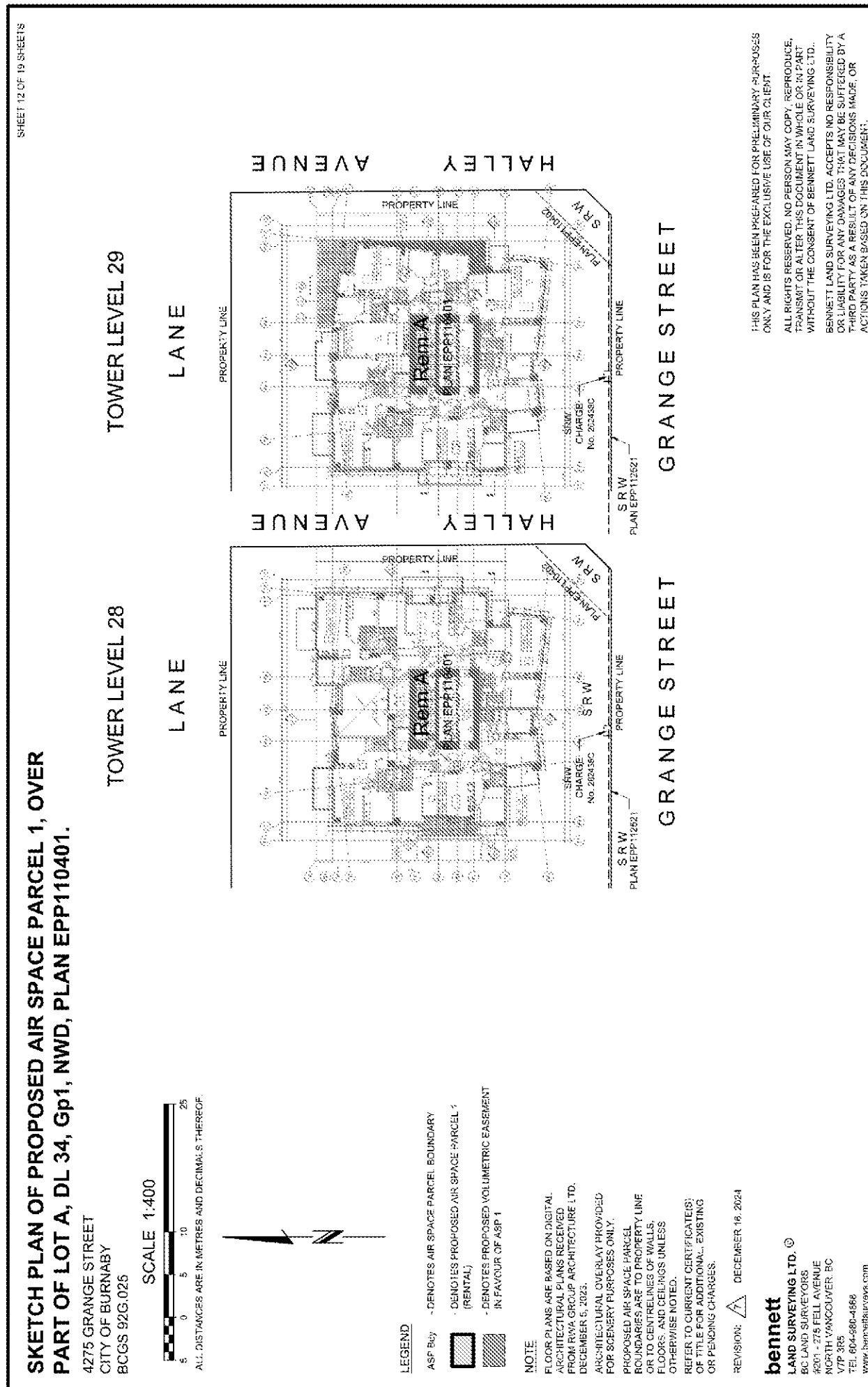












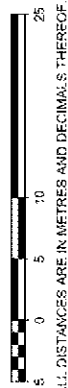
**SKETCH PLAN OF PROPOSED AIR SPACE PARCEL 1, OVER
PART OF LOT A, DL 34, Gp1, NWD, PLAN EPP110401.**

4275 GRANGE STREET
CITY OF BURNABY
BCG9S 9G.025

TOWER LEVEL 30

TOWER LEVEL 31

SCALE 1:400



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.



LEGEND

ASF Buy - DENOTES AIR SPACE PARCEL BOUNDARY

 DENOTES PROPOSED AIR SPACE PARCEL
(RENTAL)

- DENOTES PROPOSED VOLUMETRIC EASEMENT
IN FAVOUR OF ASP 1

NOTE

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LOOKED AND CLEANS GRILLS
OTHERWISE NOTED.
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REVISION: 7 DECEMBER 16, 2024

REVISION: 7
DECEMBER 16, 2024

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6SPISURREVAS146E2-2-R7.DWG

HALLEY AVENUE

PROPERTY LINE

LANE

PROPERTY LINE

LANE

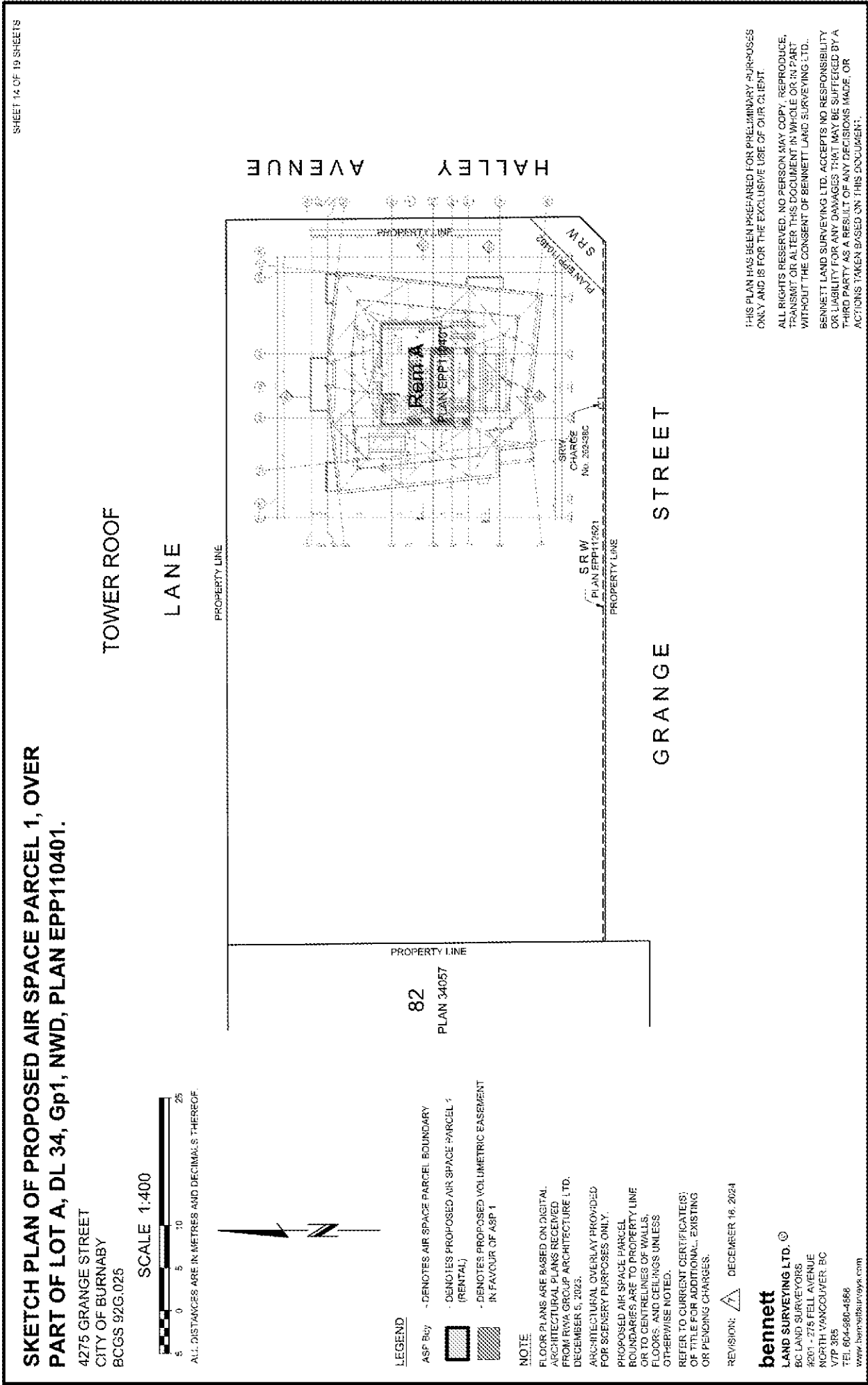
GRANGE STREET

GRANGE STREET

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SHEET 15 OF 19 SHEETS

**SKETCH PLAN OF PROPOSED AIR SPACE PARCEL 1, OVER
PART OF LOT A, DL 34, Gp1, NWD, PLAN EPP110401.**

4275 GRANGE STREET
CITY OF BURNABY
BCGGS 92G.025

SCALE 1:400



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

SECTION J

WGS = HCVLWVZ

LEGEND

- DENOTES AIR SPACE PARCEL BOUNDARY

 DENOTES PROPOSED AIR SPACE PARCEL
(RENTAL)

- DENOTES PROPOSED VOLUMETRIC EASEMENT
IN FAVOUR OF ASP 1

NOTE

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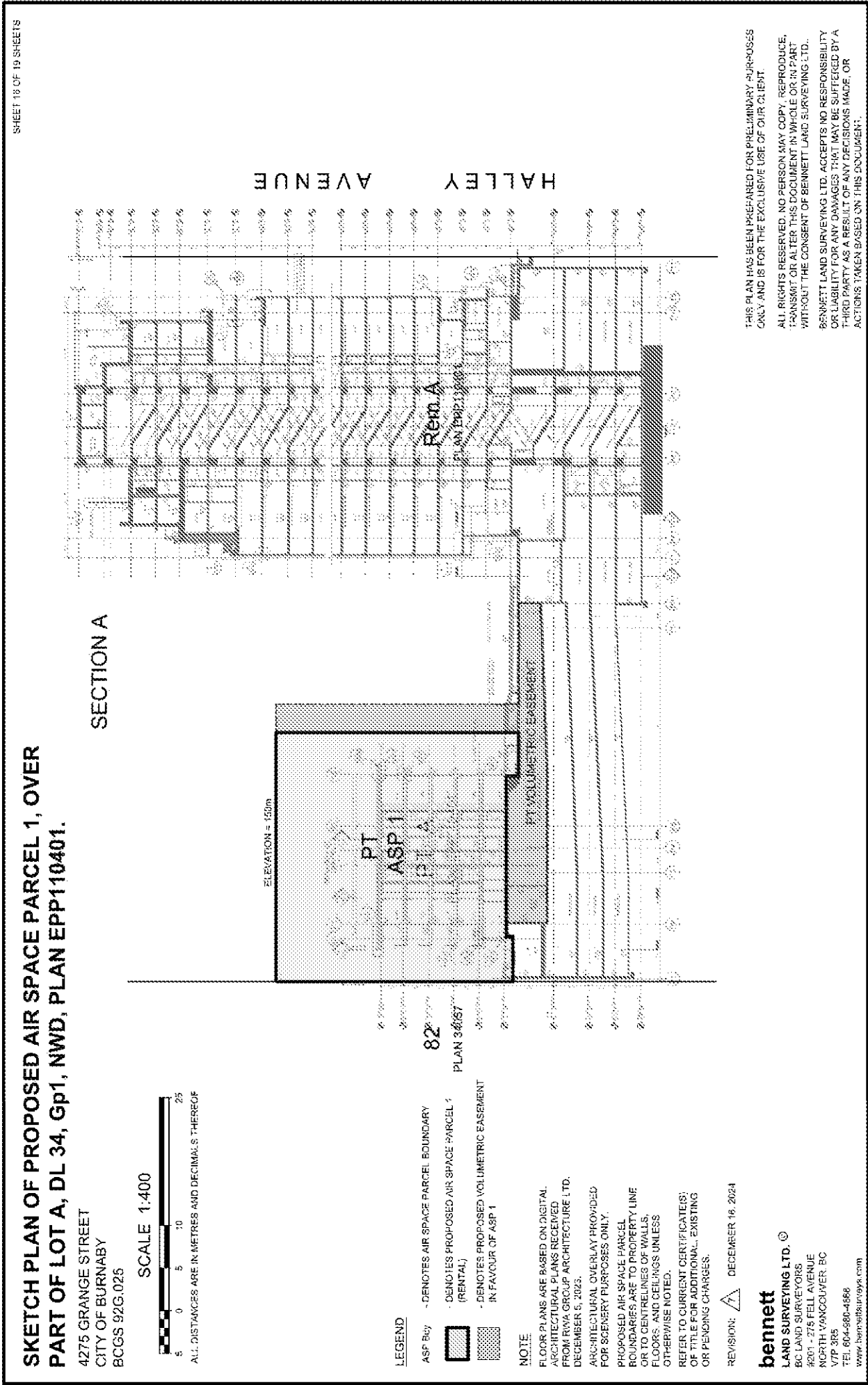
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Rem A
PLAN EPP110401

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SHEET 18 OF 19 SHEETS

**SKETCH PLAN OF PROPOSED AIR SPACE PARCEL 1, OVER
PART OF LOT A, DL 34, Gp1, NWD, PLAN EPP110401.**

4275 GRANGE STREET
CITY OF BURNABY
BCGGS 92G.025

SCALE 1:400



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

SECTION G

LEGEND

- DENOTES AIR SPACE PARCEL BOUNDARY

• DENOTES PROPOSED AIR SPACE PARCEL 1

(RENTAL);
- DENOTES PROPOSED VOLUMETRIC EASEMENT
IN FAVOUR OF ASP 1

NOTE

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**SKETCH PLAN OF PROPOSED AIR SPACE PARCEL 1, OVER
PART OF LOT A, DL 34, Gp1, NWD, PLAN EPP110401.**

4275 GRANGE STREET
CITY OF BURNABY
BCGGS 92G.025

SCALE 1:400



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

SECTION H

Rem A
PLAN EPP110401

ELEVATION = 450m

GRANGE STREET

LANE

LEGEND

ASF BUY - DENOTES AIR SPACE PARCEL BOUNDARY

 DENOTES PROPOSED AIR SPACE PARCEL

- DENOTES PROPOSED VOLUMETRIC EASEMENT
IN FAVOUR OF ASP 1

NOTE

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CONSENT AND PRIORITY AGREEMENT

WHEREAS NATIONAL BANK OF CANADA (the "**Chargeholder**") is the holder of a mortgage and assignment of rents encumbering those lands and premises referred to as the Lands in the Agreement attached hereto and legally described in item 2 of the Land Title Act Form C to which these Terms of Instrument are attached hereto (referred to in this consent and priority agreement as, the "**Lands**"), which mortgage and assignment of rents were registered in the Vancouver Land Title Office under numbers CB30780 (as transferred to CB2226341) and CB30781 (as transferred to CB2226342) (collectively referred to in this consent and priority agreement as, the "**Charge**").

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

1. The Chargeholder hereby consents to the granting and registration of the easements, statutory right of way and covenant in favour of the applicable transferees set forth in the Agreement attached hereto (collectively, the "**New Charges**") and the Chargeholder hereby agrees that the New Charges shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the applicable transferees described in item 6 of the Land Title Act Form C attached hereto priority for the New Charges over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the New Charges as if the New Charges had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by executing the Form C and/or Form D above which form is part hereof.

CONSENT AND PRIORITY AGREEMENT

WHEREAS WESTMOUNT WEST SERVICES INC. (Inc. No. BC1195001) (the "**Chargeholder**") is the holder of a mortgage and assignment of rents encumbering those lands and premises referred to as the Lands in the Agreement attached hereto and legally described in item 2 of the Land Title Act Form C to which these Terms of Instrument are attached hereto (referred to in this consent and priority agreement as, the "**Lands**"), which mortgage and assignment of rents were registered in the Vancouver Land Title Office under numbers CB30829 and CB30830 (collectively referred to in this consent and priority agreement as, the "**Charge**").

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

1. The Chargeholder hereby consents to the granting and registration of easements, statutory right of way and covenant in favour of the applicable transferees set forth in the Agreement attached hereto (collectively, the "**New Charges**") and the Chargeholder hereby agrees that the New Charges shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the applicable transferees described in item 6 of the Land Title Act Form C attached hereto priority for the New Charges over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the New Charges as if the New Charges had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by executing the Form C and/or Form D above which form is part hereof.

EXHIBIT M
AIR SPACE PLAN EPP143095

See attached.

AIR SPACE PLAN OF PART OF LOT A DISTRICT LOT 34 Gp 1 NWD PLAN EPP110401

CITY OF BURNABY
BCGS 92G.025

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

THE INTENDED PLOT SIZE OF THIS PLAN IS 64mm IN WIDTH BY 110mm IN HEIGHT (6 SIZE) WHEN PLOTTED AT A SCALE OF 1:150.

THIS PLAN LIES WITHIN INTEGRATED SURVEY AREA No.25, CITY OF BURNABY, NAD83 (CGRS) 4.0 0.0 BC.1 MVRD.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MASCO PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS 83H6194 AND 83H6195.

THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES, UNLESS OTHERWISE SPECIFIED, TO COMPUTE GRID DISTANCES. MULTIPLE GROUND LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.999946. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON GEODETIC CONTROL MONUMENT 83H6195.

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS 83H6194 AND 83H6195 AND ARE REFERRED TO CENTRAL MERIDIAN OF UTM ZONE 10.

COORDINATES SHOWN ARE BASED ON A LOCAL GROUND LEVEL DATUM WITH THE SOUTHWEST CORNER OF LOT A ASSUMED NORTHING 9007.036 AND EASTING 910.174 (C.L.D.) AND ARE SHOWN TO PROVIDE A RELATIVE LOCATION BETWEEN AIR SPACE PARCEL CORNERS AND PARENT PARCEL CORNERS. THESE COORDINATES ARE NOT FOR GEOREFERENCING PURPOSES.

THIS PLAN REFERS TO THE CVO26GRD2018 VERTICAL DATUM. ELEVATIONS ARE GEODETIC AND ARE DERIVED FROM CONTROL MONUMENT 83H6195, LOCATED AT THE INTERSECTION OF SARDIS STREET AND HALLEY AVENUE. PUBLISHED ELEVATION = 117.460 METRES.

ISOMETRIC VIEWS ARE NOT TO SCALE AND HAVE BEEN EXAGGERATED FOR CLARITY.

LEGEND

- DENOTES STANDARD IRON POST PLACED
- DENOTES STANDARD IRON POST FOUND
- DENOTES LEAD PLUG PLACED
- DENOTES GEODETIC CONTROL MONUMENT
- DENOTES ASP CORNER POINT 1 (TYPICAL)
- DENOTES PROPERTY CORNER POINT 1 (TYPICAL)
- DENOTES AIR SPACE PARCEL
- DENOTES TOP PLANE OF AIR SPACE PARCEL OR PART AIR SPACE PARCEL
- DENOTES BOTTOM PLANE OF AIR SPACE PARCEL OR PART AIR SPACE PARCEL
- DENOTES HORIZONTAL LEVEL PLANE
- DENOTES NUMBER
- DENOTES PART
- DENOTES UNSUITABLE FOR POSTING
- DENOTES UNMONUMENTED POINT FOR CLARITY. THE STANDARD UNMONUMENTED POINT SYMBOLS MAY OBSCURE LINES BEHIND THOSE LINES ARE CONTINUOUS AND ARE NOT BROKEN THROUGH THE UNMONUMENTED POINT
- DENOTES A POST PREVIOUSLY FOUND OR PLACED BY PATRICK KORHARI BOLS 793 NOW LOST AND THE CORNER LOCATION DERIVED FROM SURVEY TIES FROM THE ORIGINAL FIELD NOTES OF PATRICK KORHARI BOLS 793 FROM JANUARY 27, 2021 (SEE PLAN EPP108541 AND PLAN EPP110401)

NOTE: THIS PLAN SHOWS ONE OR MORE WITNESS OR OFFSET POINTS WHICH ARE NOT SET ON THE TRUE CORNERS.

DATUM: NAD83 (CGRS) 4.0 0.0 BC.1 MVRD, UTM ZONE 10.			
MONUMENT	NORTHING	EASTING	ABSOLUTE ACCURACY
83H6194	5453641.288	499361.199	0.01
83H6195	5453476.614	499363.176	0.01
NOTE: FOR MAPPING PURPOSES ONLY.			

NOTE: FOR MAPPING PURPOSES ONLY.

LEGAL DESCRIPTION	ELEVATION	AREA	VOLUME
PART OF LOT A DL 34 Gp 1 NWD PLAN EPP110401	118.100 TO 150.000	0.111 ha	30880 m ³

* VOLUME IS QUOTED TO 4 SIGNIFICANT FIGURES

POINT #	NORTHING	EASTING	ELEVATION
1	9007.285	910.173	122.220
2	9003.236	910.045	122.220
3	9003.236	915.417	122.220
4	9019.759	915.348	122.220
5	9019.732	916.778	122.220
6	9016.392	916.761	122.220
7	9016.398	915.321	122.220
8	9011.739	915.298	122.220
9	9011.709	921.315	122.220
10	9007.229	921.315	122.220
11	9007.229	921.315	121.750
12	9011.709	921.338	121.750
13	9011.702	922.608	121.750
14	9013.062	922.615	121.750
15	9013.045	926.035	121.750

POINT #	NORTHING	EASTING	ELEVATION
16	9015.545	926.047	121.750
17	9015.529	929.127	121.750
18	9012.649	926.115	121.750
19	9012.630	927.579	121.750
20	9012.596	929.352	121.750
21	9007.136	926.526	121.750
22	9012.606	937.579	121.450
23	9020.915	935.657	121.450
24	9020.917	935.425	121.450
25	9023.637	935.439	121.450
26	9023.650	932.829	121.450
27	9026.640	932.844	121.450
28	9026.632	934.474	121.450
29	9037.072	934.527	121.450
30	9037.075	933.927	121.450

POINT #	NORTHING	EASTING	ELEVATION
31	9039.915	933.941	121.450
32	9039.912	934.551	121.450
33	9043.732	934.571	121.450
34	9043.730	931.041	121.450
35	9044.520	931.045	121.450
36	9044.549	925.395	121.450
37	9045.259	925.395	121.450
38	9045.193	938.286	121.450
39	9043.443	938.279	121.450
40	9043.436	939.709	121.450
41	9012.596	939.552	121.450
42	9045.193	938.288	120.350
43	9046.093	938.293	120.350
44	9046.096	939.723	120.350
45	9045.196	939.718	120.350

POINT #	NORTHING	EASTING	ELEVATION
46	9045.259	925.395	120.520
47	9046.159	925.403	120.520
48	9046.471	916.949	121.350
49	9046.191	916.933	121.350
50	9046.159	925.403	121.350
51	9045.436	925.399	121.350
52	9038.977	910.017	125.650
53	9038.637	910.014	125.650
54	9039.607	915.700	125.650
55	9046.207	915.823	125.650
56	9046.201	917.033	125.650
57	9038.941	916.996	125.650
58	9035.236	910.045	122.800
59	9038.977	910.017	122.800
60	9038.940	917.196	122.950

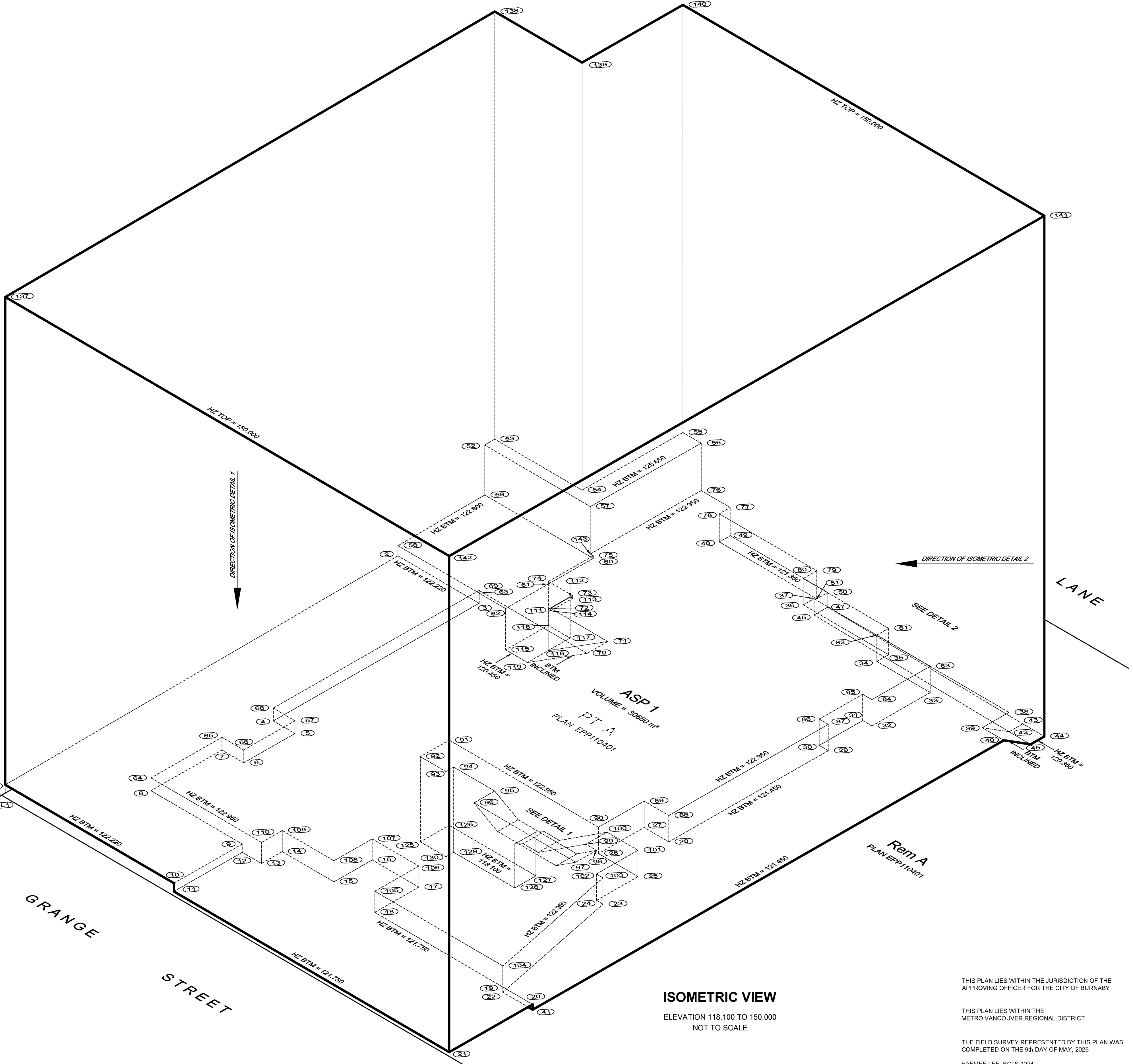
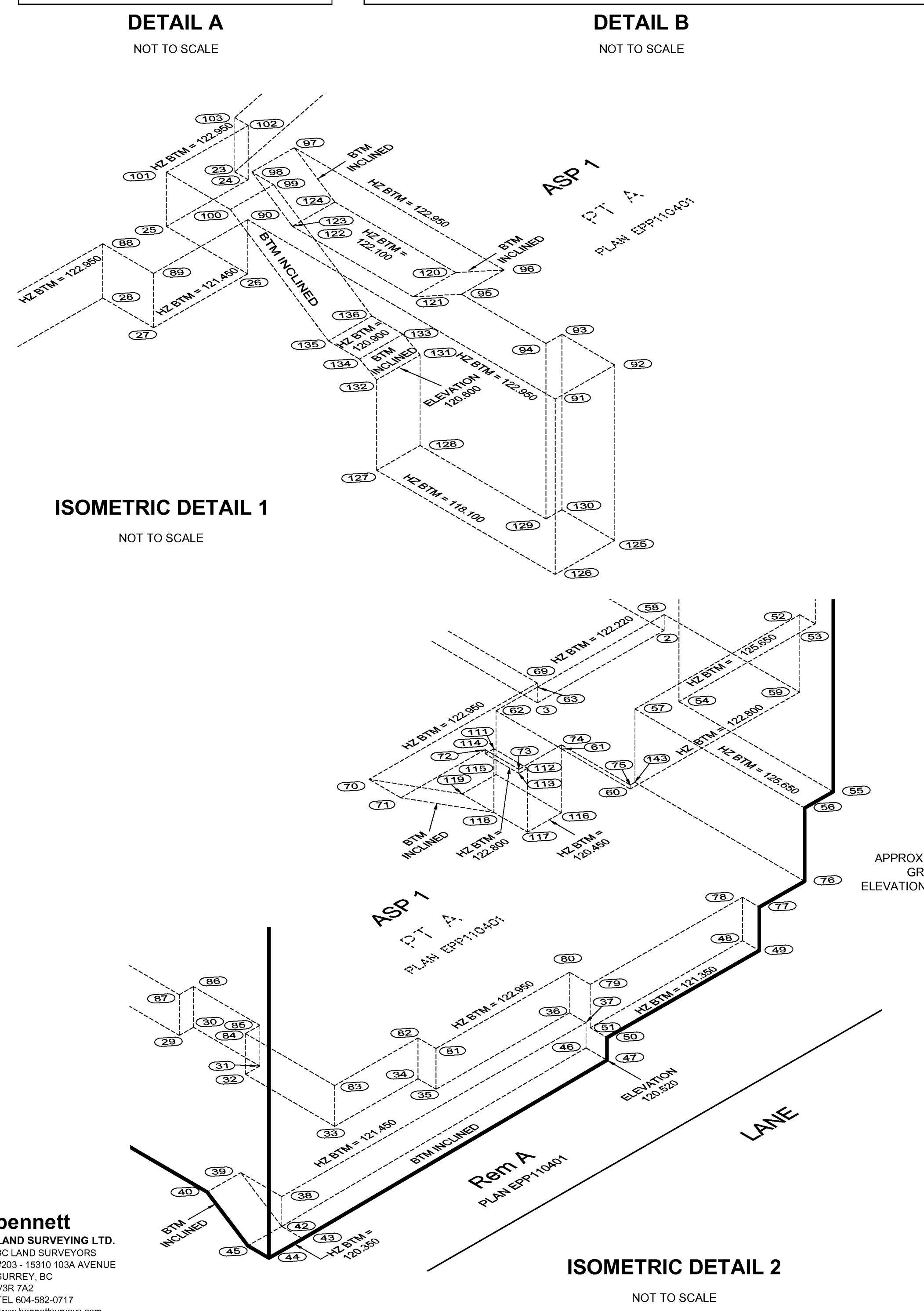
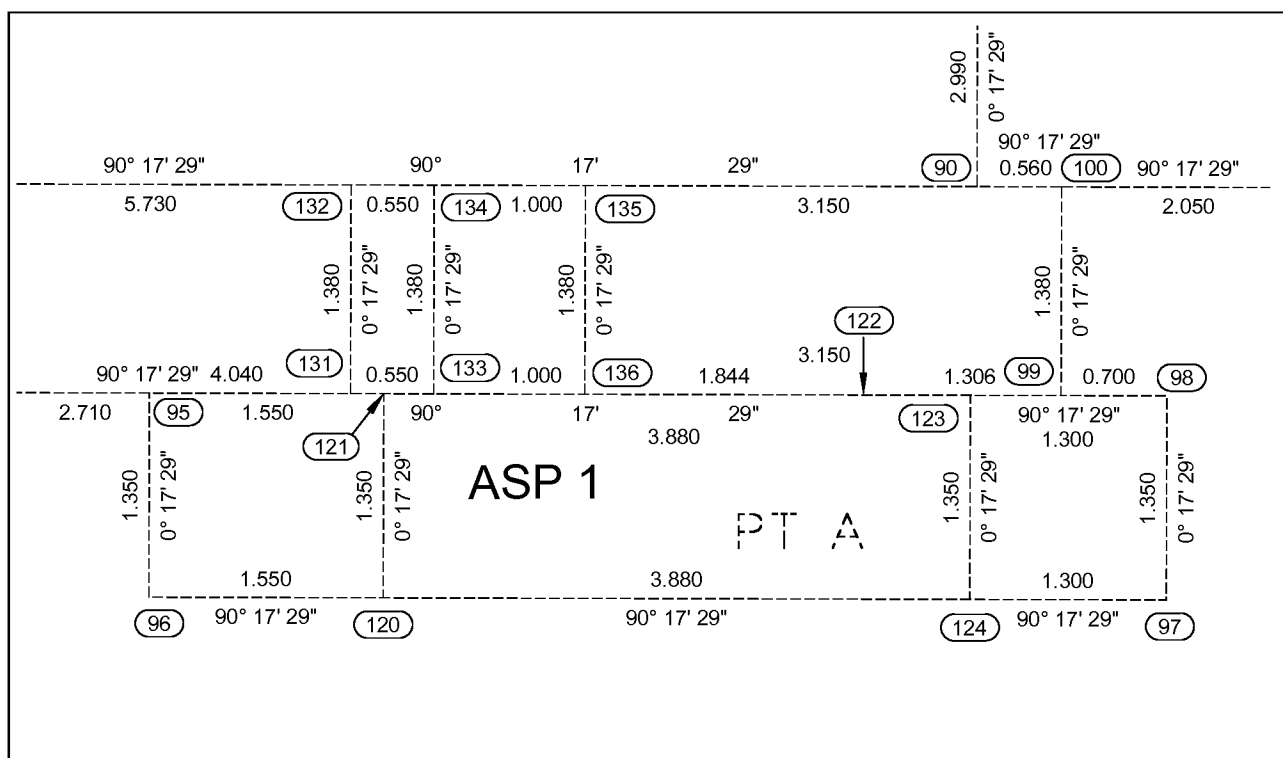
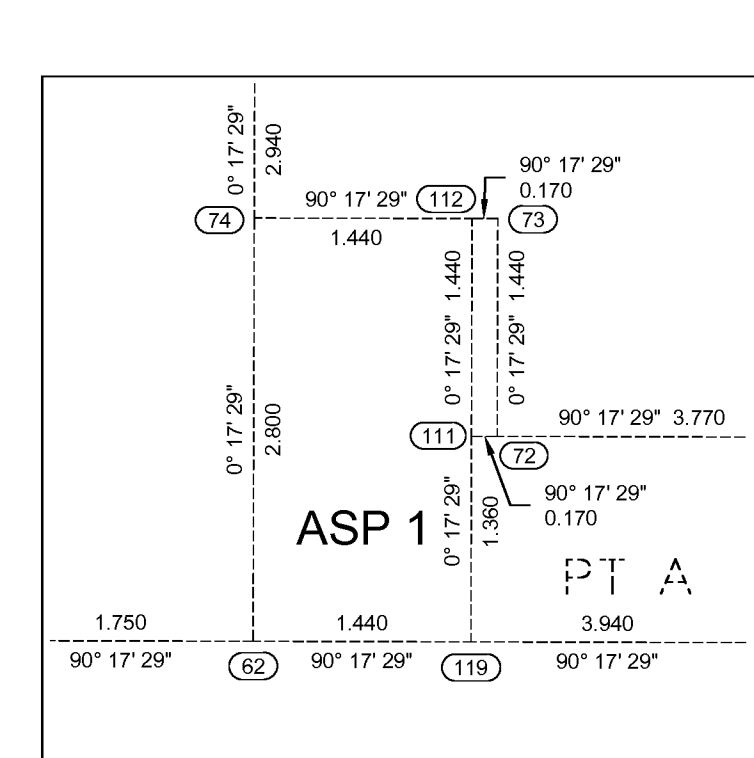
POINT #	NORTHING	EASTING	ELEVATION
61	9036.006	917.181	122.800
62	9033.200	917.167	122.800
63	9033.389	915.417	122.800
64	9011.739	915.298	122.950
65	9016.399	915.321	122.950
66	9016.392	916.761	122.950
67	9019.732	916.778	122.950
68	9019.739	915.348	122.950
69	9019.732	915.417	122.950
70	9033.173	922.547	122.950
71	9034.533	922.554	122.950
72	9034.552	918.784	122.950
73	9035.962	918.791	122.950
74	9036.006	917.181	122.950
75	9038.940	917.196	122.950

POINT #	NORTHING	EASTING	ELEVATION
76	9046.201	917.033	122.950
77	9046.191	916.953	122.950
78	9046.471	916.949	122.950
79	9045.439	925.399	122.950
80	9044.549	925.395	122.950
81	9044.520	931.045	122.950
82	9043.760	931.041	122.950
83	9043.732	934.571	122.950
84	9039.912	934.551	122.950
85	9039.915	933.941	122.950
86	9037.075	933.927	122.950
87	9037.072	934.527	122.950
88	9026.632	934.474	122.950
89	9026.640	932.844	122.950
90	9023.650	932.829	122.950

POINT #	NORTHING	EASTING	ELEVATION
91	9023.701	922.999	122.950
92	9021.811	922.949	122.950
93	9021.802	924.639	122.950
94	9023.312	924.642	122.950
95	9023.296	927.352	122.950
96	9020.940	934.075	122.950
97	9020.914	934.075	122.950
98	9023.264	934.082	122.950
99	9023.268	933.382	122.950
100	9023.648	933.389	122.950
101	9023.637	935.439	122.950
102	9020.917	935.425	122.950
103	9020.915	935.657	122.950
104	9012.606	937.579	122.950
105	9012.649	929.113	122.950

POINT #	NORTHING	EASTING	ELEVATION
106	9015.529	929.127	122.950
107	9015.545	926.047	122.950
108	9015.585	926.035	122.950
109	9013.982	922.615	122.950
110	9011.702	922.608	122.950
111	9034.583	918.614	122.950
112	9035.993	918.621	122.950
113	9035.962	918.791	122.950
114	9034.552	918.784	122.950
115	9033.200	917.167	120.450
116	9036.000	917.181	120.450
117	9035.993	918.621	120.450
118	9034.553	918.614	120.450
119	9033.193	916.907	120.450
120	9020.940	928.895	122.100

POINT #	NORTHING	EASTING	ELEVATION
121	9022.260	928.902	122.100
122	9022.274	932.075	122.100
123	9022.271	932.792	122.100
124	9020.921	932.775	122.100
125	9021.911	922.959	118.100
126	9023.701	922.959	118.100
127	9023.672	928.889	118.100
128	9022.292	928.882	118.100
129	9022.312	924.642	118.100
130	9021.802	924.639	118.100
131	9022.292	928.882	120.600
132	9023.672	928.889	120.600
133	9022.289	929.232	120.900
134	9023.669	929.239	120.900
135	9038.941	916.996	122.950



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THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE CITY OF BURNABY.

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 06 DAY OF MAY, 2025

HAEMEE LEE, BOLS 1024