

PROPOSED
Form V for Disclosure Purposes

Downtown YMCA
 Air Space Parcel 1 Block 7 District Lot 185 Group 1
 New Westminster District Air Space Plan BCP _____

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement
177	21	113.5	114	0.48%
178	21	98.3	98	0.41%
179	21	118.2	118	0.49%
180	21	95.4	95	0.40%
181	21	106.6	107	0.45%
182	21	122.8	123	0.51%
183	22	113.5	114	0.48%
184	22	98.3	98	0.41%
185	22	118.2	118	0.49%
186	22	95.4	95	0.40%
187	22	106.6	107	0.45%
188	22	122.8	123	0.51%
189	22	113.5	114	0.48%
190	22	98.3	98	0.41%
191	22	118.2	118	0.49%
192	22	95.4	95	0.40%
193	22	106.6	107	0.45%
194	22	122.8	123	0.51%
195	23	113.5	114	0.48%
196	23	98.3	98	0.41%
197	23	118.2	118	0.49%
198	23	95.4	95	0.40%
199	23	106.6	107	0.45%
200	23	122.8	123	0.51%
201	23	113.5	114	0.48%
202	23	98.3	98	0.41%
203	23	118.2	118	0.49%
204	23	95.4	95	0.40%
205	23	106.6	107	0.45%
206	23	122.8	123	0.51%
207	24	113.5	114	0.48%
208	24	98.3	98	0.41%
209	24	118.2	118	0.49%
210	24	95.4	95	0.40%
211	24	106.6	107	0.45%
212	24	122.8	123	0.51%
213	24	113.5	114	0.48%
214	24	98.3	98	0.41%
215	24	118.2	118	0.49%
216	24	95.4	95	0.40%
217	24	106.6	107	0.45%
218	24	122.8	123	0.51%
219	25	113.5	114	0.48%
220	25	98.3	98	0.41%

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Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement
221	25	118.2	118	0.49%
222	25	95.4	95	0.40%
223	25	106.6	107	0.45%
224	25	122.8	123	0.51%
225	25	113.5	114	0.48%
226	25	98.3	98	0.41%
227	25	118.2	118	0.49%
228	25	95.4	95	0.40%
229	25	106.6	107	0.45%
230	25	122.8	123	0.51%
231	26	113.5	114	0.48%
232	26	98.3	98	0.41%
233	26	118.2	118	0.49%
234	26	95.4	95	0.40%
235	26	100.9	101	0.42%
236	26	117.1	117	0.49%
237	26	128.5	129	0.54%
238	26	169.0	169	0.71%
239	26	132.5	133	0.56%
240	26	117.8	118	0.49%
241	27	126.9	127	0.53%
242	27	169.0	169	0.71%
243	27	132.5	133	0.56%
244	27	117.8	118	0.49%
245	27	126.4	126	0.53%
246	27	169.0	169	0.71%
247	27	132.5	133	0.56%
248	27	117.8	118	0.49%
249	28	125.3	125	0.52%
250	28	169.0	169	0.71%
251	28	132.5	133	0.56%
252	28	117.8	118	0.49%
253	28	254.3	254	1.06%
254	28	246.9	247	1.03%
255	29	294.5	295	1.23%
256	29	246.9	247	1.03%
Total Number of Strata Units = 256			Total Unit Entitlement = 23888	

EXHIBIT C

Strata Property Act

Form Y

OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS

(Section 245(d); Regulations section 14.6(2))

Re: Strata Plan BCS _____, being a strata plan of certain lands and premises located in Vancouver, B.C. and currently legally described Parcel Identifier: 026-448-491, Parcel A, Block 7, DL 185, Group 1, NWD, Plan BCP 20086

The bylaws attached hereto as Schedule A differ from the Standard Bylaws to the *Strata Property Act* (British Columbia) (the "Act") as permitted by section 120 of the Act.

CONCERT REAL ESTATE CORPORATION
by its authorized signatories:

BYLAWS – PATINA

DIVISION 1 -- Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

1. (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

(2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

Repair and maintenance of property by owner

2. (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

3. (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal, immoral or injurious to the reputation of the building, or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation pursuant to bylaw 3 with respect to the keeping of pets.

(4) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council 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).

(5) An owner or occupant of a strata lot shall not permit his pet to be on the common property, including limited common property, unless the pet is leashed and/or under the control of the owner of the pet or another responsible adult.

(6) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:

- (a) any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant shall pay all costs of such special cleaning; or
- (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating, the owner or occupant shall pay all costs of such replacement.

(7) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws as if the animal or pet were one kept by the owner or occupant in his strata lot.

(8) The strata corporation may:

- (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and
 - (i) require removal by an owner or occupier of any strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of the strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

(9) An owner, tenant or occupant must not:

- (b) keep any animals or pets of any kind in his strata lot or on or about the common property, which includes the outside grounds of the strata plan, except in accordance with these bylaws and any rules and regulations established by the council from time to time;
- (c) use any part of the common property (other than established storage lockers) for storage, without the written consent of the strata council;
- (d) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (e) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
- (f) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
- (g) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (h) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (i) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
- (j) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (k) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (l) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (m) allow a strata lot to become unsanitary or a source of odour;

- (n) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (o) install any window coverings, visible from the exterior of his strata lot, which are different in size or colour from those of the original building specifications;
- (p) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (q) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, hard surface flooring, except those installations approved in writing by the council;
- (r) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna, dish or similar structure or appurtenance thereto;
- (s) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (t) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, planter boxes properly and securely fastened to the inside of railings, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (u) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
- (v) have, install or use a hot tub, jacuzzi, spa, whirlpool or swirlpool on the balcony, deck or patio of the strata lot or any area in the limited common property or the common property;
- (w) alter or renovate his strata lot or install any device or material within or about his strata lot or the common property, including limited common property, such that such alteration, renovation or installation or use thereof causes or has the potential to cause unreasonable disturbance or unreasonably interferes with the comfort of any other owner, tenant or occupant; or
- (x) alter or remove any carpeting or other floor covering from the floors of his strata lot without first obtaining the prior written approval of the council.

Inform strata corporation

4. (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- (3) Prior to a tenant occupying a strata lot, the owner must cause the tenant to complete and deliver to the strata corporation a Notice of Tenant Responsibilities (Form K).

Obtain approval before altering a strata lot

5. (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (ie. including, for example, adding security devices to the entrance door to a strata lot);
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any current and future expenses relating to the alteration and to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.
- (3) This section does not apply to a strata lot in a bare land strata plan.
- (4) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

Obtain approval before altering common property

6. (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

(2) The strata corporation may require as conditions of its approval that the owner agree, in writing:

- (a) to take responsibility for any current and future expenses relating to the alteration;
- (b) to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration; and
- (c) to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.

Permit entry to strata lot

7. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act; and
 - (ii) to ensure compliance with the Act and these bylaws.

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

8. (1) The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to

- (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
- (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - A. the structure of a building;
 - B. the exterior of a building;
 - C. chimneys, stairs, balconies and other things attached to the exterior of a building;
 - D. doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property;
 - E. fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows, and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property, and
- (e) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 - Council

Council size

9. (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

10. (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for re-election.

(3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

Removing council member

11. (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

(3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

Replacing council member

12. (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13. (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(3) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

14. (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

15. (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

(2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.

(3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

16. (1) A quorum of the council is

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

17. (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

18. (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

19. The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

20. (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

21. (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

22. (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

DIVISION 4 – Enforcement of Bylaws and Rules

Maximum fine

23. (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.

(2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.

(3) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.

(4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

(5) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, his employees, agents, invitees or tenants, shall be charged to that owner and shall be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.

(6) Where any claim has been made against the insurance policy of the strata corporation as a result of a violation of any of the bylaws or any rule or regulation which may be established from time to time by the council pursuant to the Act or the bylaws, by any owner or any occupant, guest, employee, agent or invitee of such owner or occupant, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim shall be payable by the owner of the strata lot and shall become due and payable on the first day of the month next following.

Continuing contravention

24. If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

DIVISION 5 – Annual and Special General Meetings

Person to chair meeting

- 25.** (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 26.** (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 27.** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

(8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

Order of business

28. The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

DIVISION 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

29. (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – Marketing Activities by Owner Developer

Display Lot

30. (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use any strata lots, that the owner developer owns or rents, as display lots for the sale of other strata lots in the strata plan.
- (3) Notwithstanding any other bylaw, during the time that the owner developer of the strata corporation is a first owner 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 units, and to carry on sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events it considers necessary in order to enable it to sell the strata lots.

DIVISION 8 – Miscellaneous Matters

Small Claims Actions

31. Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

Electronic Attendance at Meetings

32. Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

Use of Patios and Balconies

33. An owner, tenant or occupant of a strata lot shall not, except on enclosed balconies, place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed. Under no circumstances will an owner, tenant or occupant install a hook, hanger, bracket or other device to the exterior of the building which could potentially cause a breach of integrity of the building envelope.

Garbage Disposal

34. An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

Bicycles, Storage and Parking

35. (1) Bicycles are not permitted in elevators, hallways or any other common areas, excepting only that bicycles may be in the elevators on levels P7 through level 2 for purposes of moving bicycles to and from the bicycle storage areas on levels P3 through P7 of the underground parking facility to the bicycle access/egress route to the lane adjacent to the Development on level 2. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage locker or such other area as may be prescribed by the council.

(2) The owner of each strata lot will be entitled to storage for one bicycle within the bicycle storage areas on the development designated for that purpose, free of charge (but this will not prohibit the imposition of reasonable refundable security deposits for the issuance of keys and security passes). Council will, subject to the provisions of the Act, be responsible for the allocation of and orderly administration of the use of the bicycle storage areas. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bicycle storage, including charging fees to users if approved by resolution of the strata corporation.

(3) No owner will have the right to use any Storage Locker in the Development, unless one is allocated to the owner's strata lot by the strata corporation. Council will, subject to

the provisions of the Act, be responsible for the allocation of and orderly administration of the use of the storage locker areas. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated storage locker, including charging fees to users if approved by resolution of the strata corporation.

(4) Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, 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.

(5) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.

(6) An owner, tenant or occupant shall not:

- (a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
- (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
- (c) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building without the prior written consent of the council; and
- (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property.

(7) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.

Move In / Move Out

36. (1) The strata corporation may regulate the times and manner in which any person moves into or out of strata lots and may require that such moves be co-ordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner or tenant carries out any move into or out of a strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner or tenant will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly strata fees.

(2) An owner or tenant must notify the strata corporation in advance of the date and time that the owner or tenant will be moving into or out of the strata lot.

Selling of Strata Lots

37. (1) An owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.

(2) An owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

Acquisition or Disposition of Personal Property

38. The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

Quorum for Adjourned Meeting

39. Notwithstanding section 48(3) of the Act, if within $\frac{1}{2}$ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further $\frac{1}{2}$ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Flooring

40. An owner of a strata lot who has or installs hard floor surfaces such as tile or hardwood in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

Common Facilities and Easement Areas

41. (1) Each owner will comply with the rules and regulations from time to time established by the council which govern the use and enjoyment of the common property, the terms of any easement which is for the benefit of the strata corporation and any rules and regulations made pursuant to any such easement. Postings of any such rules and regulations will constitute sufficient notice to all such persons.

(2) Except as otherwise permitted pursuant to an easement that governs the common property, all common facilities are for the use of the owners, occupants and their accompanying guests only.

Penthouse Strata Lots Declared to be a Different Type of Strata Lot

42. (1) As the penthouse strata lots in the development, being strata lots 253, 254, 255 and 256, include different and more extensive built in fittings, systems, equipment and limited common property, they are hereby declared to be a different type of strata lot from the balance of the apartment style strata lots in the development.

**EXHIBIT D
PARKING FACILITY LEASE**

PARKING FACILITY LEASE

THIS AGREEMENT made as of July 5, 2007,

BETWEEN:

CONCERT REAL ESTATE CORPORATION

9th Floor, 1190 Hornby Street
Vancouver, B.C. V6Z 2K5

("Owner")

AND:

0796200 B.C. LTD.

(B.C. Incorporation No. 0796200)
9th Floor, 1190 Hornby Street
Vancouver, B.C. V6Z 2K5

("Tenant")

WITNESSES THAT WHEREAS:

- A. Owner has entered into an agreement to purchase a portion (the "Lands") of certain lands and premises located in Vancouver, B.C., currently legally described as:

Parcel Identifier: 026-448-491
Parcel A, Block 7
District Lot 185
Group 1, New Westminster District
Plan BCP20086

(the "Original Parcel"),

to be created by the deposit of an airspace subdivision plan of the Original Parcel;

- B. The Lands will comprise the airspace parcel created by registration of the airspace subdivision plan of the Original Parcel;
- C. Owner intends to build a residential building on the Lands and has agreed to lease to Tenant those parking stalls (the "Leased Stalls") located in the parking facility (the "Facility") to be located on the Lands as shown on the plan attached hereto as Schedule A on the terms and conditions set out in this Lease and with the right of Tenant to grant partial assignments or subleases of this Lease pertaining to particular Leased Stalls;

- D. After entering into this Lease, Owner proposes to subdivide the Lands by means of a strata plan (the "Strata Plan") pursuant to the *Strata Property Act* (British Columbia) to create a strata development (the "Development") on the Lands;
- E. The Strata Plan will designate that portion of the Facility located on the Lands, including the Leased Stalls, as common property of the strata corporation (the "Strata Corporation") formed upon the deposit for registration of the Strata Plan in the Lower Mainland Land Title Office (the "Land Title Office"); and
- F. Both of the parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease as it pertains to the Leased Stalls.

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

ARTICLE 1
GRANT AND TERM

1.01 Grant. Owner hereby agrees to lease the Leased Stalls to Tenant for the Term (as defined in section 1.02), and Tenant agrees to lease the Leased Stalls from Owner, on the terms and conditions set out in this Lease.

1.02 Term. The term (the "Term") of this Lease shall commence on the day title to the Lands is registered in the name of Owner (the "Commencement Date") and terminate on the earlier of:

- (a) the 99th anniversary of the Commencement Date;
- (b) the date the Strata Corporation is dissolved.

1.03 Rent. The parties acknowledge that the sum of \$10.00 now paid by Tenant to Owner will be the only payment required to be paid to Owner for the use and enjoyment of the Leased Stalls by Tenant, and that no further payment to Owner is required for any partial assignment or sublease of rights under this Lease to the Strata Corporation or to an assignee or subtenant who is, or is entitled to become, a member of the Strata Corporation.

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

1.05 Relocation. Owner shall have the right, upon written notice to Tenant, such notice to be delivered prior to deposit of the Strata Plan in the Land Title Office, to reconfigure or relocate

the Leased Stalls within the Facility. If the Owner has not exercised this right prior to deposit of the Strata Plan in the Land Title Office, this right shall be null and void and of no further force and effect.

ARTICLE 2 SUBDIVISION BY STRATA PLAN

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

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

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

2.02 Common Property. This Lease is intended to burden only that portion of the Lands which will become common property of the Strata Corporation upon the deposit for registration of the Strata Plan in the Land Title Office and not at any time to burden any strata lot shown on the Strata Plan.

ARTICLE 3 MAINTENANCE AND ENCUMBRANCES

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

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

- (d) do not materially interfere with the rights of Tenant or any subsequent assignee or subtenant under this Lease.

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

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

3.04 No Right to Encumber. Tenant, its successors and assigns, are not entitled to mortgage, charge, pledge or otherwise grant their interest in the Leased Stalls or any part of the Leased Stalls as security to any person.

ARTICLE 4 ASSIGNMENT

4.01 Partial Assignments. Tenant may partially assign or sublet this Lease and its rights under this Lease to an owner or purchaser of any strata lot within the Development or to the Strata Corporation. Any such assignment or sublease will be for such consideration as Tenant may in its sole discretion determine, which consideration may be retained by Tenant for its own benefit. Any partial assignment or sublease by Tenant, or any partial assignment by any subsequent assignee, of this Lease and ancillary rights under this Lease pertaining to a particular Leased Stall or area in the Facility:

- (a) will be absolute, and, subject to the bylaws, rules and regulations of the Strata Corporation to the extent permitted by section 3.01, the assignee or subtenant and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of such Leased Stall or area so assigned for the balance of the Term or the sublease term, as the case may be;
- (b) will, if made to a member, or to a person who is entitled to become a member, of the Strata Corporation:
 - (i) be an assignment of rights to which such assignee or subtenant will only be entitled for so long as such assignee or subtenant owns a strata lot within the Development;
 - (ii) may only be assigned or sublet to an owner or purchaser of a strata lot within the Development or to the Strata Corporation or back to the Tenant; and

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

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

4.02 Automatic Assignment by Members. If a member (the "Vendor") of the Strata Corporation who is also a holder of an interest in a Leased Stall or other area in the Facility transfers all of his or her interest in a strata lot within the Development to which such Leased Stall or area is at each time appurtenant as shown on the register maintained under section 4.06 without concurrently executing an assignment of such Leased Stall to another owner or a purchaser of a strata lot within the Development, then the interest of the Vendor in such Leased Stall will automatically be assigned to and assumed by the transferee of the Vendor's strata lot without execution of a partial assignment of this Lease with respect to such Leased Stall or delivery of notice of such partial assignment to the Strata Corporation.

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

4.04 Form of Assignment. Subject to section 4.02, all partial assignments of this Lease shall be substantially in the form attached hereto as Schedule B.

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

4.06 Register of Partial Assignments. Owner, and after the registration of the Strata Plan the Strata Corporation, will maintain a register of all stalls in the Facility and will record on such register each partial assignment or sublease of this Lease indicating:

- (a) the number of the Leased Stall assigned or sublet;
- (b) the date of assignment or sublease;
- (c) the name and address of the assignee or subtenant; and
- (d) if an assignment, the number of the strata lot within the Development owned by the assignee to which such Leased Stall is at the time appurtenant, unless the assignee is the Strata Corporation or a person who is not a member of the Strata Corporation in which event the Leased Stall need not be appurtenant to a strata lot.

Upon request by any owner or prospective purchaser of a strata lot within the Development, the Strata Corporation will provide a certificate, within seven days of receipt of such request, certifying the name and address of the person to whom a particular Leased Stall is assigned or sublet and the number of the strata lot within the Development to which such Leased Stall is at the time appurtenant, if any. The Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificates. Upon the Strata Corporation becoming aware of a partial assignment or sublease pertaining to a particular Leased Stall under section 4.01 or 4.02 the Strata Corporation will amend the register accordingly.

ARTICLE 5
MISCELLANEOUS

5.01 Form of Agreement. Each of the parties hereto agrees to amend the form of this Lease to meet the requirements of the Registrar of Land Titles or of any governmental or public authority or as otherwise necessary to confirm unto the parties the rights granted in this Lease or to register this Lease in appropriate offices of public records, including the Land Title Office.

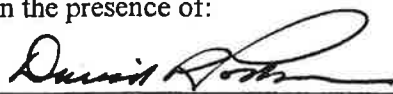
5.02 Definitions. Any term defined in the recitals to this Lease will have the same meaning throughout this Lease unless otherwise redefined.

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


5.04 Severability. If any provision of this Agreement or part hereof is found to be invalid or unenforceable, then the remaining parts of this Agreement will remain unaltered and continue in full force and effect.

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

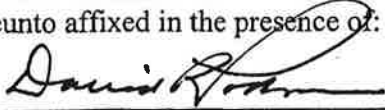
THE COMMON SEAL OF CONCERT REAL)
ESTATE CORPORATION was hereunto)
affixed in the presence of:)


_____)
Title:)
(Authorized Signatory))

C/S


_____)
Title:)
(Authorized Signatory))

THE COMMON SEAL OF 0796200 B.C. LTD.)
was hereunto affixed in the presence of:)



Title:)
(Authorized Signatory))



Title:)
(Authorized Signatory))

C/S

SCHEDULE A

P7 PARKING LEVEL

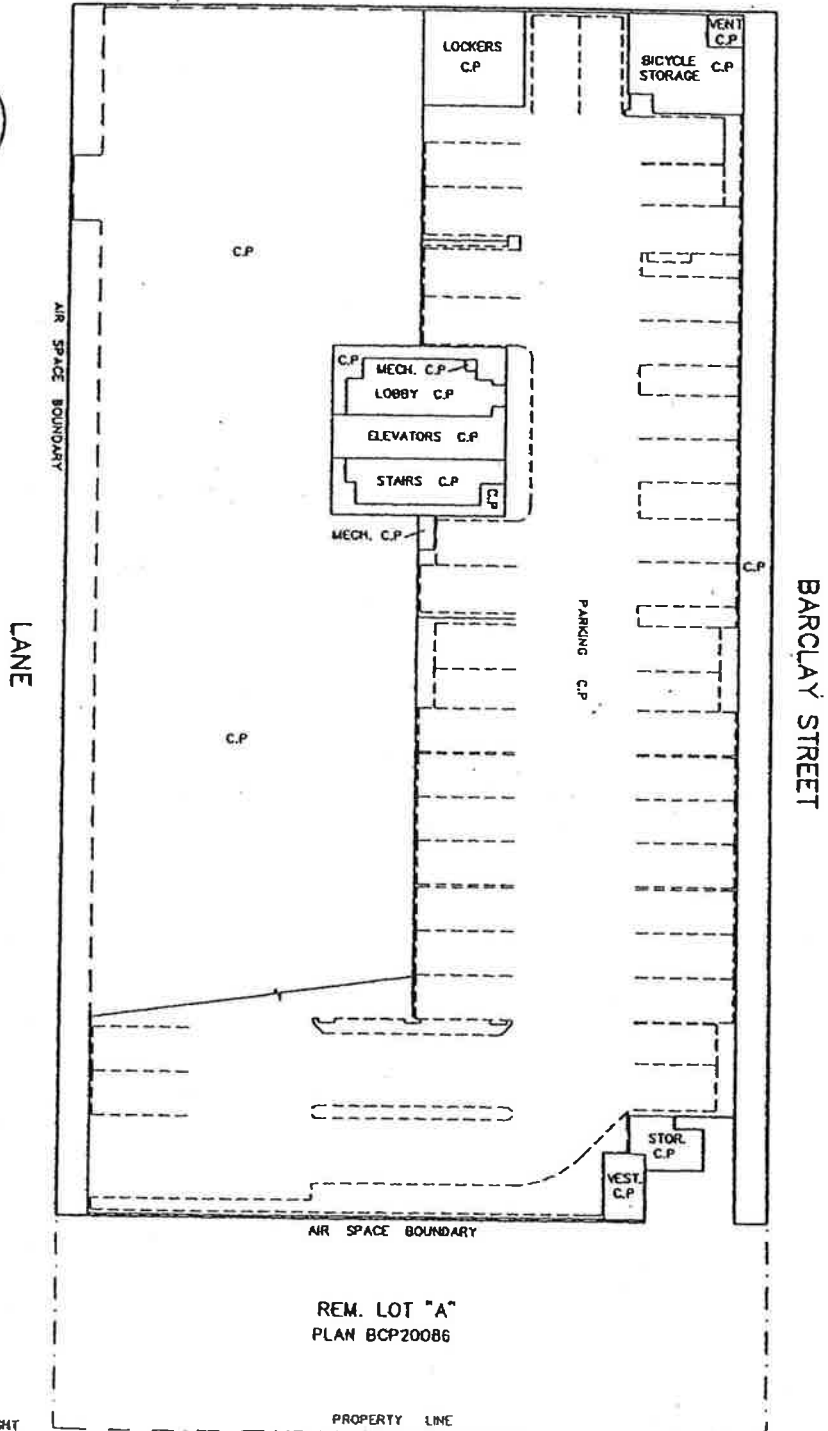
THE LEASED STALLS

SHEET 2 OF 30 SHEETS

SCALE 1:250



STRATA PLAN BCS



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MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#210 - 8171 COOK ROAD
RICHMOND, B.C., V6Y 3T8
PH: 604-270-9331
FAX: 604-270-4137
CADFILE: 15258-003-P3

BURRARD STREET

V-07-15258-003-PRE STRATA

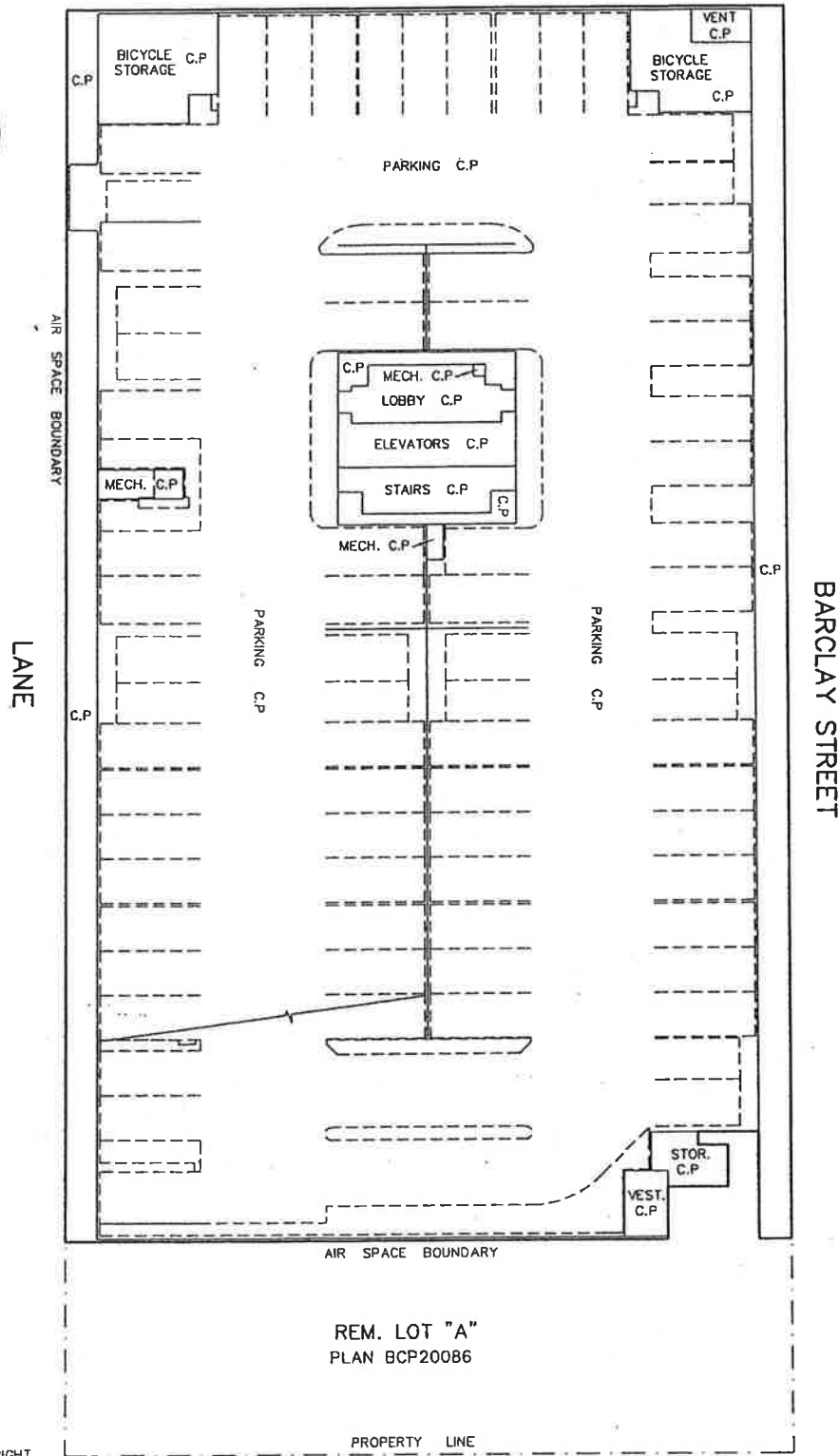
JULY 23, 2007.

P6 PARKING LEVEL

SHEET 3 OF 30 SHEETS

SCALE 1:250

STRATA PLAN BCS _____



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PH: 604-270-9331
FAX: 604-270-4137
CADFILE: 15258-003-P3

BURRARD STREET

V-07-15258-003-PRE STRATA

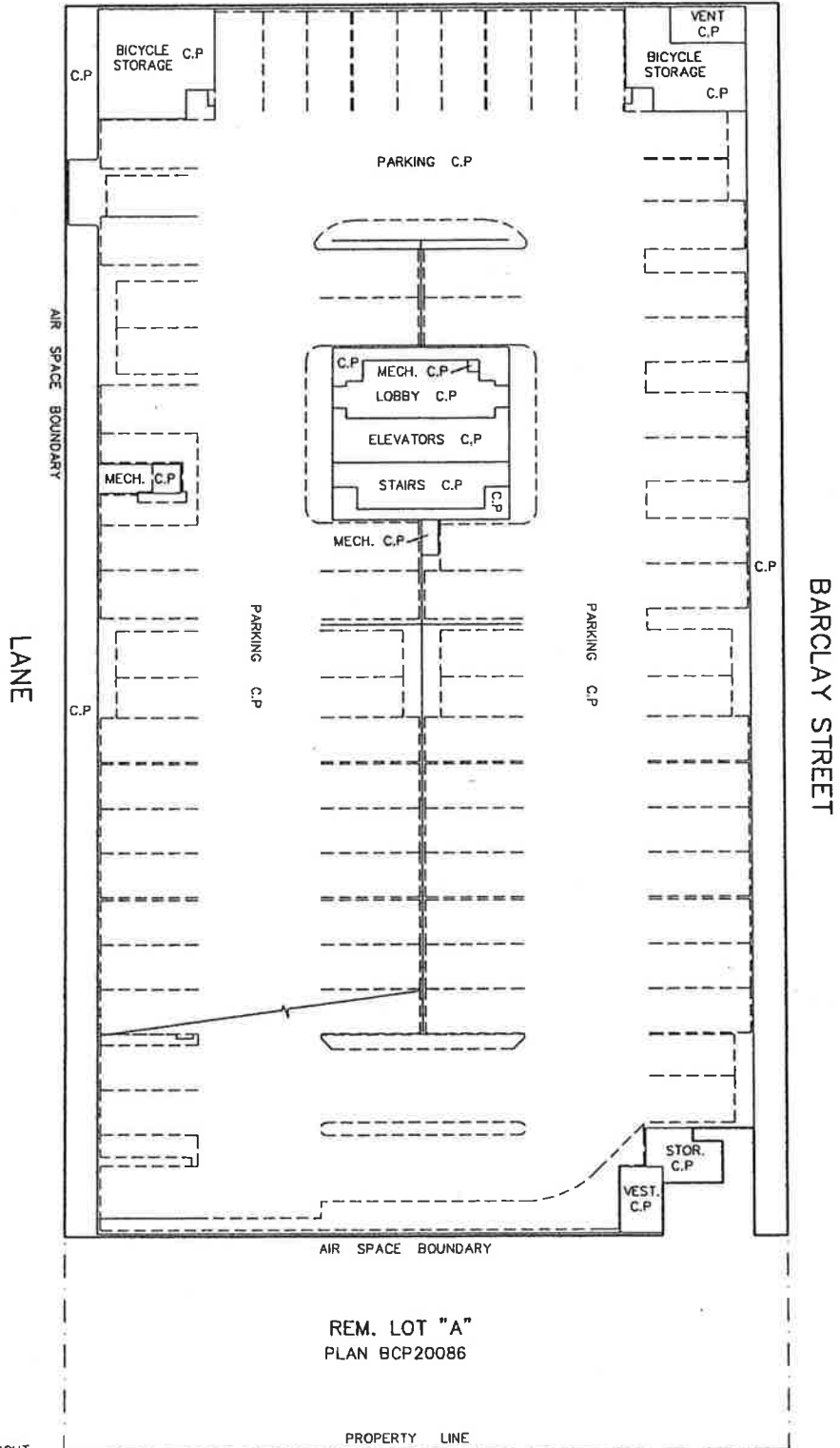
JULY 23, 2007.

P5 PARKING LEVEL

SHEET 4 OF 30 SHEETS

SCALE 1:250

STRATA PLAN BCS _____



REM. LOT "A"
PLAN BCP20086

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SURVEYORS & ENGINEERS
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RICHMOND, B.C., V6Y 3T8
PH: 604-270-9331
FAX: 604-270-4137
CADFILE: 15258-003-P3

BURRARD STREET

V-07-15258-003-PRE STRATA

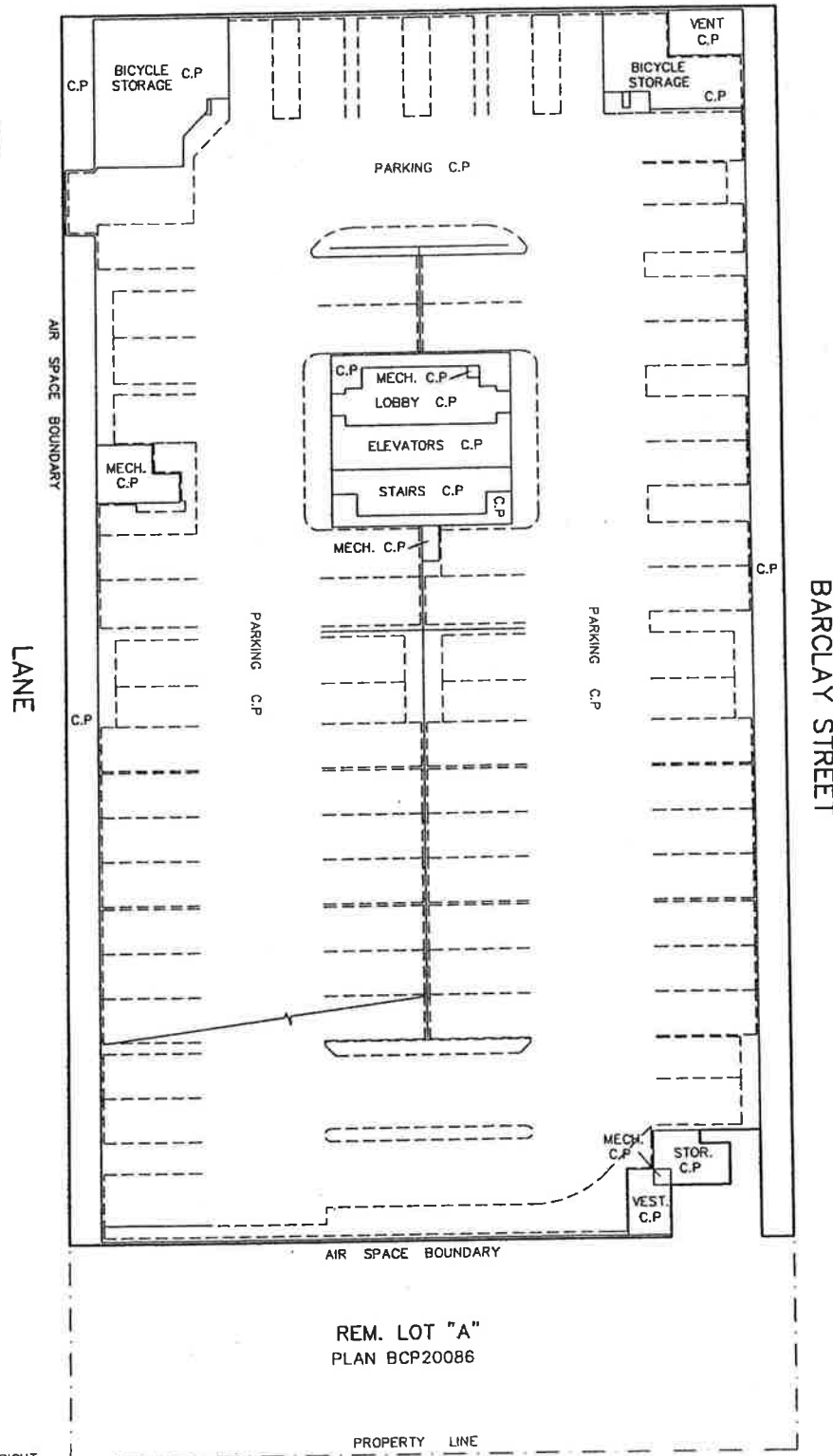
JULY 23, 2007.

P4 PARKING LEVEL

SHEET 5 OF 30 SHEETS

SCALE 1:250

STRATA PLAN BCS _____



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PH: 604-270-9331
FAX: 604-270-4137
CADFILE: 15258-003-P3

BURRARD STREET

V-07-15258-003-PRE STRATA

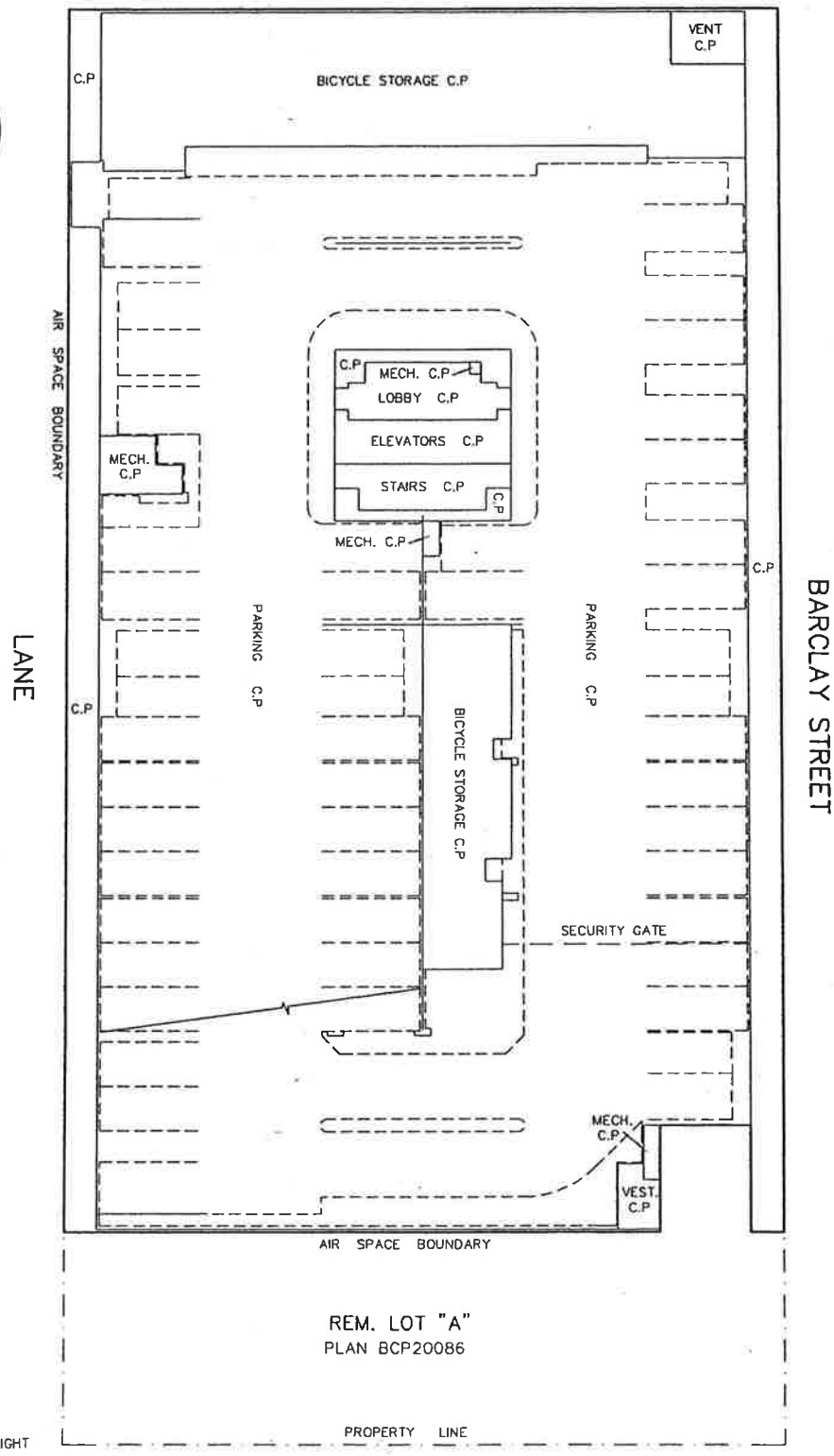
JULY 23, 2007.

P3 PARKING LEVEL

SHEET 6 OF 30 SHEETS

SCALE 1:250

STRATA PLAN BCS_____



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SURVEYORS & ENGINEERS
#210 - 8171 COOK ROAD
RICHMOND, B.C., V6Y 3T8
PH: 604-270-9331
FAX: 604-270-4137
CADFILE: 15258-003-P3

BURRARD STREET

V-07-15258-003-PRE STRATA

JULY 23, 2007.

SCHEDULE B

PARKING STALL ASSIGNMENT

BETWEEN: _____ (the "Assignor")

AND: _____ (the "Assignee")

RE: Parking Stall no. _____ (the "Stall") as shown on the plan attached to the lease (the "Lease") dated July 5, 2007 between CONCERT REAL ESTATE CORPORATION, as lessor, and 0796200 B.C. LTD., as lessee, which has been partially assigned with respect to the Stall to the Assignor (the owner of Suite No. _____, Strata Lot _____).

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

1. Assignment. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in the Lease pertaining exclusive to the Stall and including the right of access set out in section 1.01 of the Lease for the balance of the Term (as defined in the Lease). Subject to section 4.02 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Strata Corporation. The Assignor has no obligation to execute this Assignment in a form acceptable for registration or to provide the Assignee with a registrable plan of the Stall.
2. Compliance. The Assignee agrees to use and deal with the Stall and the Lease in accordance with the terms of the Lease and, subject to the terms of the Lease, in accordance with the bylaws, rules and regulations of the Strata Corporation.
3. Sale or Disposition. The Assignee may only assign its rights under this Assignment and may only allow anyone else to use the Stall in the circumstances permitted by the Lease.
4. Acknowledgement. The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.
5. Enurement. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

Assignor

Assignee

EXHIBIT E
INTERIM BUDGET AND ESTIMATED OPERATING EXPENSES
AND ESTIMATED MONTHLY ASSESSMENTS

PATINA - 1028 BARCLAY STREET VANCOUVER
PROPOSED ANNUAL BUDGET

Revenue	
Rent Recovery	\$10,200
Penthouse Strata lots Natural Gas Payback	\$4,800
Assessments	\$1,095,500
Total Revenue	<u>\$1,110,500</u>
Operating Expenses	
Insurance	\$122,000
Management Fees	\$65,126
Office Services	\$4,000
Telephone	\$3,000
Assessment Fee (Manager's suite)	\$2,039
Wages and Benefits	\$92,400
Electricity	\$153,600
Gas	\$220,000
Water & Sewer	\$64,000
Waste Removal	\$19,000
Intercom/access control	\$47,000
Elevator	\$44,000
Pest control	\$2,000
Fire Service	\$9,500
Cleaning and Supplies	\$30,000
Repairs and Maintenance	\$51,200
HVAC	\$29,400
Landscaping Contract	\$11,000
Emergency Generator	\$1,500
Property Taxes (Manager suite)	\$2,400
Mortgage	\$32,880
Miscellaneous	\$3,500
Total Operating Expenses	<u>\$1,009,546</u>
Gross Profit/(loss)	\$100,955
Contingency Reserve (10%)	\$100,955

ESTIMATED MONTHLY ASSESSMENTS

PATNA		Estimated Monthly Assessments	Strata Lot	Suite #	Estimated Monthly Assessments	Strata Lot	Suite #	Estimated Monthly Assessments
1	301	\$208.20	86	1402	\$377.85	171	2601	\$439.54
2	302	\$196.64	87	1403	\$281.46	172	2602	\$377.85
3	303	\$208.20	88	1405	\$281.46	173	2603	\$454.96
4	305	\$239.04	89	1406	\$208.20	174	2605	\$366.28
5	306	\$239.04	90	1407	\$239.04	175	2606	\$412.54
6	307	\$200.49	91	1408	\$397.12	176	2607	\$474.23
7	308	\$212.06	92	1409	\$285.31	177	2701	\$439.54
8	309	\$239.04	93	1410	\$389.41	178	2702	\$377.85
9	401	\$208.20	94	1501	\$239.04	179	2703	\$454.96
10	402	\$196.64	95	1502	\$377.85	180	2705	\$366.28
11	403	\$208.20	96	1503	\$454.96	181	2706	\$412.54
12	405	\$239.04	97	1505	\$366.28	182	2707	\$474.23
13	406	\$239.04	98	1506	\$408.69	183	2801	\$439.54
14	407	\$200.49	99	1507	\$285.31	184	2802	\$377.85
15	408	\$212.06	100	1508	\$389.41	185	2803	\$454.96
16	409	\$239.04	101	1601	\$239.04	186	2805	\$366.28
17	501	\$208.20	102	1602	\$377.85	187	2806	\$412.54
18	502	\$196.64	103	1603	\$454.96	188	2807	\$474.23
19	503	\$208.20	104	1605	\$366.28	189	2901	\$439.54
20	505	\$239.04	105	1606	\$408.69	190	2902	\$377.85
21	506	\$239.04	106	1607	\$285.31	191	2903	\$454.96
22	507	\$200.49	107	1608	\$389.41	192	2905	\$366.28
23	508	\$212.06	108	1701	\$239.04	193	2906	\$412.54
24	509	\$239.04	109	1702	\$377.85	194	2907	\$474.23
25	601	\$208.20	110	1703	\$454.96	195	3001	\$439.54
26	602	\$196.64	111	1705	\$366.28	196	3002	\$377.85
27	603	\$208.20	112	1706	\$408.69	197	3003	\$454.96
28	605	\$239.04	113	1707	\$285.31	198	3005	\$366.28
29	606	\$239.04	114	1708	\$389.41	199	3006	\$412.54
30	607	\$200.49	115	1801	\$239.04	200	3007	\$474.23
31	608	\$212.06	116	1802	\$377.85	201	3101	\$439.54
32	609	\$239.04	117	1803	\$454.96	202	3102	\$377.85
33	701	\$208.20	118	1805	\$366.28	203	3103	\$454.96
34	702	\$196.64	119	1806	\$408.69	204	3105	\$366.28
35	703	\$208.20	120	1807	\$285.31	205	3106	\$412.54
36	705	\$239.04	121	1808	\$389.41	206	3107	\$474.23
37	706	\$239.04	122	1901	\$239.04	207	3201	\$439.54
38	707	\$200.49	123	1902	\$377.85	208	3202	\$377.85
39	708	\$212.06	124	1903	\$454.96	209	3203	\$454.96
40	709	\$239.04	125	1905	\$366.28	210	3205	\$366.28
41	801	\$212.06	126	1906	\$408.69	211	3206	\$412.54
42	802	\$196.64	127	1907	\$285.31	212	3207	\$474.23
43	803	\$208.20	128	1908	\$389.41	213	3301	\$439.54
44	805	\$239.04	129	2001	\$239.04	214	3302	\$377.85
45	806	\$239.04	130	2002	\$377.85	215	3303	\$454.96
46	807	\$200.49	131	2003	\$454.96	216	3305	\$366.28
47	808	\$212.06	132	2005	\$366.28	217	3306	\$412.54
48	809	\$266.03	133	2006	\$408.69	218	3307	\$474.23
49	901	\$239.04	134	2007	\$285.31	219	3401	\$439.54
50	902	\$377.85	135	2008	\$389.41	220	3402	\$377.85
51	903	\$281.46	136	2101	\$239.04	221	3403	\$454.96
52	905	\$281.46	137	2102	\$377.85	222	3405	\$366.28
53	906	\$239.04	138	2103	\$454.96	223	3406	\$412.54
54	907	\$273.75	139	2105	\$366.28	224	3407	\$474.23
55	908	\$397.12	140	2106	\$408.69	225	3501	\$439.54
56	909	\$285.31	141	2107	\$285.31	226	3502	\$377.85
57	910	\$389.41	142	2108	\$389.41	227	3503	\$454.96
58	1001	\$239.04	143	2201	\$239.04	228	3505	\$366.28
59	1002	\$377.85	144	2202	\$377.85	229	3506	\$412.54
60	1003	\$281.46	145	2203	\$454.96	230	3507	\$474.23
61	1005	\$281.46	146	2205	\$366.28	231	3601	\$439.54
62	1006	\$239.04	147	2206	\$408.69	232	3602	\$377.85
63	1007	\$273.75	148	2207	\$285.31	233	3603	\$454.96
64	1008	\$397.12	149	2208	\$389.41	234	3605	\$366.28
65	1009	\$285.31	150	2301	\$239.04	235	3606	\$389.41
66	1010	\$389.41	151	2302	\$377.85	236	3607	\$451.10
67	1101	\$239.04	152	2303	\$454.96	237	3701	\$497.37
68	1102	\$377.85	153	2305	\$366.28	238	3702	\$651.59
69	1103	\$281.46	154	2306	\$408.69	239	3703	\$512.79
70	1105	\$281.46	155	2307	\$285.31	240	3705	\$454.96
71	1106	\$239.04	156	2308	\$389.41	241	3801	\$489.65
72	1107	\$273.75	157	2401	\$239.04	242	3802	\$651.59
73	1108	\$397.12	158	2402	\$377.85	243	3803	\$512.79
74	1109	\$285.31	159	2403	\$454.96	244	3805	\$454.96
75	1110	\$389.41	160	2405	\$366.28	245	3901	\$485.80
76	1201	\$239.04	161	2406	\$408.69	246	3902	\$651.59
77	1202	\$377.85	162	2407	\$285.31	247	3903	\$512.79
78	1203	\$281.46	163	2408	\$389.41	248	3905	\$454.96
79	1205	\$281.46	164	2501	\$239.04	249	4001	\$481.94
80	1206	\$208.20	165	2502	\$377.85	250	4002	\$651.59
81	1207	\$239.04	166	2503	\$454.96	251	4003	\$512.79
82	1208	\$397.12	167	2505	\$366.28	252	4005	\$454.96
83	1209	\$285.31	168	2506	\$408.69	253	4101	\$1,079.31
84	1210	\$389.41	169	2507	\$285.31	254	4102	\$1,052.32
85	1401	\$239.04	170	2508	\$389.41	255	4201	\$1,237.39
						256	4202	\$1,052.32

EXHIBIT F
PROPOSED FORM OF MANAGEMENT AGREEMENT



AGENCY AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20_____.

BETWEEN:

THE OWNERS, STRATA PLAN _____, a Strata Corporation constituted under the laws of British Columbia and having its address at _____, B.C. _____

(hereinafter called the "Strata Corporation")

OF THE FIRST PART

AND:

GATEWAY PROPERTY MANAGEMENT CORPORATION a company incorporated under the laws of the Province of British Columbia, with offices at 400-11950-80th Avenue, British Columbia, V4C 1Y2.

(hereinafter called the "Agent")

OF THE SECOND PART

WHEREAS:

- A. The Strata Corporation is responsible for the control, management, maintenance and administration of the common property, common facilities and common assets of the Strata Corporation and all personnel, operations, business and all things and activities comprising or associated with or carried on in the Strata Plan.
- B. The Agent has agreed to provide certain services to the Strata Corporation.
- C. The Strata Corporation has agreed to contract with the Agent for the purposes of providing services described herein.

AGENT	STRATA

SPA -BC -Sept, 2003 (Ins)

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

Definitions

1. In this Agreement, the following terms shall have the following meanings:
 - (a) "Act" means the Strata Property Act and amendments thereto and any regulations adopted pursuant to the Act;
 - (b) "Agent" means the strata property agency firm described on page 1 hereof;
 - (c) "Agent Fees" means the fees payable to the Agent pursuant to Section 5(b) of this Agreement;
 - (d) "Agreement" means this agreement and any amendments thereto;
 - (e) "Annual General Meeting" means the annual general meeting contemplated in section 40 of the Act;
 - (f) "Budget Meeting" means a Strata Council meeting held to consider the proposed annual budget;
 - (g) "Bylaws" means the bylaws adopted by the Strata Corporation and in effect from time to time;
 - (h) "Laws" means all applicable restrictive covenants, zoning ordinances and building codes, health, environmental and safety laws and regulations, and other federal, provincial and other laws, statues, ordinances, rules, regulations, orders and court decisions;
 - (i) "Meetings" means all meetings of the Strata Corporation and Strata Council requiring the Agent's attendance pursuant to this Agreement;
 - (j) "Owners" means all owners of strata lots included in the Strata Plan;
 - (k) "Rules" means the rules approved by the Strata Council from time to time;
 - (l) "Second Annual General Meeting" means the second annual general meeting of the Strata Corporation held after the filing of the Strata Plan;
 - (m) "Strata Corporation" means the strata corporation described on page 1 hereof
 - (n) "Strata Council" means the strata council of the Strata Corporation; and

AGENT	STRATA

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- (o) "Strata Plan" means the strata plan filed in the Land Title Office that created the Strata Corporation.

Exclusive Appointment:

- 2. Commencing on the date set out in item 1 of Schedule A hereto; the Strata Corporation hereby appoints the Agent as its sole and exclusive Agent to provide services to the Strata Corporation upon the terms and conditions herein contained, and the Agent agrees to serve the Strata Corporation in that capacity in a faithful, diligent and honest manner, subject to the direction of the Strata Council and the terms of this Agreement.

Agent's Agreement:

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

General

- (a) Agent Services - To furnish the services of the Agent as agent for the Strata Corporation in assisting the Strata Council in managing the affairs of the Strata Corporation;
- (b) Administration - To assist in the administration of the common property, common facilities and common assets of the Strata Corporation under the direction of the Strata Council;
- (c) Strata Corporation's Performance - To assist the Strata Council with the performance of all obligations required to be performed by the Strata Corporation pursuant to agreements entered into between the Strata Corporation and any other person, firm or corporation in respect of the affairs of the Strata Corporation;
- (d) Staffing - To provide sufficient staff at the Agent's expense to provide the Agent's services hereunder. The Agent may designate a representative of the Agent to be the principle contact person between the Agent and the Strata Corporation;

Financial

- (e) Strata Fees - To receive and record all strata fees, special levies and user fees and other revenues and amounts due to the Strata Corporation in a timely fashion;
- (f) Unpaid Strata Fees - To demand and recover from the Owners, all strata fees, special levies or user fees and any and all other monies from time to time payable by such Owners to the Strata Corporation in any lawful manner howsoever and to make and agree to all just and reasonable abatements, payments and allowances in respect thereof;
- (g) Non-Payment of Strata Fees - To take legal action at the expense of the Strata Corporation for and in the name of the Strata Corporation, to effect the collection

AGENT	STRATA

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of unpaid monthly strata fees, special levies, user fees and any other monies due to the Strata Corporation and to sign and deliver prompt and effectual receipts or other discharges or acknowledgements thereof, all at the direction of the Strata Council;

- (h) Budget– To assist the Strata Council in budgeting the Strata Corporation revenue and expenditures and in determining the appropriate amount of contribution to be paid by each Owner towards operating expenses and the contingency reserve fund as required by the Act and in this regard to furnish annually, an estimate of revenues and expenses;
- (i) Accounting - To provide the Strata Council with a monthly accounting statement of receipts, disbursements, expenses and charges and a statement as to the amount of the contingency reserve and any assets consistent with the Act and Bylaws;
- (j) Expenditures – To pay from the Strata Corporation’s funds, all charges, expenses and outgoings whatsoever payable by, or chargeable to the Strata Corporation;
- (k) Payroll Accounts – To provide payroll accounting for Strata Corporation employees, if necessary;
- (l) Strata Corporations Monies - To deposit all receipts of the Strata Corporation in a trust account or accounts, separate from the Agent’s corporate accounts, in an institution qualified to engage in the banking or trust business;

Meetings

- (m) Meetings - To arrange for a representative of the Agent to attend at a mutually agreed time and date, up to the number of Meetings per year, set forth in item 2 of Schedule A hereto. It being understood however, that the Agent’s attendance over and above the number of Meetings specified in item 2 of Schedule A hereto, or attending at any meeting of a duration longer than the number of hours specified in Item 3 of Schedule A, shall be mutually agreed upon by the parties and the Agent shall be entitled to charge the additional fees shown in Sections 5(b)(ii) or 5(b)(iii) as applicable;

Strata Council

- (n) Strata Council - To consult with and confer fully and freely with the Strata Council on behalf of the Strata Corporation in the performance of any of the Strata Council’s duties and to act upon the resolutions of the Strata Council in so far as such resolutions do not conflict with the Act, any Law, the Bylaws or a direction given by the Strata Corporation;
- (o) Assistance to Strata Council – To advise the Strata Council on the Act, and advise Council of generally accepted practises throughout the strata property industry. Such interpretation of the Act to be used by the Strata Council as a guide and shall not be regarded as legal advice;

AGENT	STRATA

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