

THIRD AMENDED AND CONSOLIDATED DISCLOSURE STATEMENT

Real Estate Development Marketing Act of British Columbia

of King Edward Village Building 2

Vancouver, British Columbia

April 21, 2008

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| Date of Disclosure Statement: | March 30, 2005 |
| Date of First Amendment to Disclosure Statement: | May 5, 2005 |
| Date of Second Amendment to Disclosure Statement: | December 30, 2005 |
| Date of Third Amended and Consolidated Disclosure Statement: | April 21, 2008 |

Developer: TRI POWER DEVELOPMENTS LIMITED PARTNERSHIP
TRI EAGLE INVESTMENTS INC.
TRI POWER LANDS INC.
TRI EAGLE LANDS INC.
TRI EAGLE CAPITAL INC.

Address for service: c/o Clark Wilson LLP
Barristers & Solicitors
800-885 West Georgia Street
Vancouver, British Columbia, V6C 3H1

Business address: Standard Building Main Level
510 West Hastings Street
Vancouver, British Columbia, V6B 1L8

Developer's Real Estate Broker: RENNIE MARKETING SYSTEMS
1045 Hornby Street
Vancouver, British Columbia, V6Z 1V6

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the offer to purchase and agreement of purchase and sale. That information has been drawn to the attention of _____ [insert purchaser's name], who has confirmed that fact by initialling in the space provided here:

Purchaser

| | |
|--|--|
| | |
|--|--|

Initials

Disclaimer

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

NOTICE

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

RIGHT OF RESCISSION

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

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

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

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

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1. THE DEVELOPER

1.1 Jurisdiction and Origin

The developer is Tri Power Developments Limited Partnership, Tri Eagle Investments Inc., Tri Power Lands Inc., Tri Eagle Lands Inc. and Tri Eagle Capital Inc. (collectively, the "Developer").

Tri Power Developments Limited Partnership is a limited partnership formed pursuant to the *Partnership Act* (British Columbia) under number 314513-01, as amended. Tri Power Developments Inc. is the Managing General Partner of Tri Power Developments Limited Partnership. Tri Power Developments Inc. is a company incorporated under the laws of the Province of British Columbia, on December 12, 2001, under Incorporation Number 638771. The General Partners of Tri Power Developments Limited Partnership are Tri Power Developments Inc., Global Coin Corporation and Aquilini Investment Group Limited Partnership. The latter limited partnership is formed pursuant to the *Partnership Act* (British Columbia) under number 423531, as amended. 638769 B.C. Ltd. is the Managing General Partner of Aquilini Investment Group Limited Partnership. 638769 B.C. Ltd. is a company incorporated under the laws of the Province of British Columbia, on December 12, 2001, under Incorporation Number 638769. The directors of each of Tri Power Developments Inc., Global Coin Corporation and 638769 B.C. Ltd. are Elisa Aquilini, Francesco Aquilini, Luigi Aquilini, and Roberto Aquilini.

Tri Eagle Investments Inc. is a company incorporated under the laws of the Province of British Columbia, on March 12, 2002, under Incorporation Number 643856. Tri Power Lands Inc. is a company incorporated under the laws of the Province of British Columbia, on April 3, 2002, under Incorporation Number 644963. Tri Eagle Lands Inc. is a company incorporated under the laws of the Province of British Columbia, on March 26, 2002, under Incorporation Number 644681. Tri Eagle Capital Inc. is a company incorporated under the laws of the Province of British Columbia, on March 12, 2002, under Incorporation Number 643845. The directors of each such company are Francesco Aquilini and Charles Wright.

1.2 Purpose and Assets

The Developer was not specifically established for the purpose of developing the Development (the term "Development", as used in this Disclosure Statement, is defined in Sections 2.1(a) General Description of the Development). The Developer owns assets other than the development property.

1.3 Registered and Records Office Address

The registered and records address for each of the entities which comprise the Developer is:

Standard Building Main Level
510 West Hastings Street
Vancouver, British Columbia V6B 1L8

1.4 Directors

The directors of the Developer are as follows:

- (a) with regard to Tri Power Developments Limited Partnership, the directors for the General Partners are as follows:
 - (i) the directors of Tri Power Developments Inc., the Managing Partner of Tri Power Developments Limited Partnership, are Elisa Aquilini, Francesco Aquilini, Luigi Aquilini, and Roberto Aquilini; and

- (ii) the directors of Global Coin Corporation, a General Partner of Tri Power Developments Limited Partnership, are Elisa Aquilini, Francesco Aquilini, Luigi Aquilini, and Roberto Aquilini; and
- (iii) the directors of 638769 B.C. Ltd., the Managing Partner of Aquilini Investment Group Limited Partnership, are Elisa Aquilini, Francesco Aquilini, Luigi Aquilini, and Roberto Aquilini; and
- (b) the directors of each of Tri Eagle Investments Inc., Tri Power Lands Inc., Tri Eagle Lands Inc. and Tri Eagle Capital Inc. are Francesco Aquilini and Charles Wright.

1.5 Developer's Background

- (a) The directors and officers of the Managing Partner of the Developer, their respective municipalities of residence, offices, principal occupations during the past five (5) years, their previous development experience and the previous development experience of the Developer are set out below:

| Name, Municipality of Residence and Position Held with Developer | Years of experience in the development industry | Principal Occupation and position with other developers | Periods Served as a Director or Officer |
|---|---|---|---|
| Luigi Aquilini Vancouver, BC Director | 50 | Director of Tri Power Developments Inc., the Managing Partner of the Developer Director of Global Coin Corporation, a General Partner of the Developer Director of 638769 B.C. Ltd., the Managing Partner of Aquilini Investment Group Limited Partnership | Director of the Managing Partner of the Developer since 2001 |
| Elisa Aquilini Vancouver, BC Director | 25 | Director of Tri Power Developments Inc., the Managing Partner of the Developer Director of Global Coin Corporation, a General Partner of the Developer Director of 638769 B.C. Ltd., the Managing Partner of Aquilini Investment Group Limited Partnership | Director of the Managing Partner of the Developer since 2001 |
| Francesco Aquilini Vancouver, BC Director | 25 | Director of Tri Power Developments Inc., the Managing Partner of the Developer Director of Global Coin Corporation, a General Partner of the Developer Director of 638769 B.C. Ltd., the Managing Partner of Aquilini Investment Group Limited Partnership Director of each of Tri Eagle Investments Inc., Tri Power Lands Inc., Tri Eagle Lands Inc. and Tri Eagle Capital Inc. | Director of the Managing Partner of the Developer since 2001 |
| Roberto Aquilini | 25 | Director of Tri Power Developments Inc., the Managing Partner of the Developer | Director of the Managing |

| Name, Municipality of Residence and Position Held with Developer | Years of experience in the development industry | Principal Occupation and position with other developers | Periods Served as a Director or Officer |
|---|---|---|--|
| Vancouver, BC Director | | Director of Global Coin Corporation, a General Partner of the Developer Director of 638769 B.C. Ltd., the Managing Partner of Aquilini Investment Group Limited Partnership | Partner of the Developer since 2001 |
| Charles Wright Pitt Meadows, BC Director | 25 | Director of each of Tri Eagle Investments Inc., Tri Power Lands Inc., Tri Eagle Lands Inc. and Tri Eagle Capital Inc | Director since 2003 |

(i) *Previous development experience:*

Luigi Aquilini has more than fifty (50) years experience in the real estate development industry in markets throughout Greater Vancouver and Canada.

Elisa Aquilini has more than twenty-five (25) years experience in the real estate development industry in markets throughout Greater Vancouver and Canada.

Francesco Aquilini has more than twenty-five (25) years experience in the real estate development industry in markets throughout Greater Vancouver and Canada.

Roberto Aquilini has more than twenty-five (25) years experience in the real estate development industry in markets throughout Greater Vancouver and Canada.

Charles Wright has more than twenty-five (25) years experience in the real estate development industry in markets throughout Greater Vancouver and Canada.

- (b) To the best of the developer's knowledge, none of the Developer, any principal holder of the Developer (as defined in Policy Statement 15), or any director or officer of the Developer or such principal holder, has within the ten (10) years before the date of the Developer's declaration attached to this Disclosure Statement, been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, and describe any penalties or sanctions imposed.
- (c) To the best of the Developer's knowledge, within the ten (10) years before the date of the Developer's declaration attached to this Disclosure Statement, the Developer has not, nor has any principal holder of the Developer, or any director or officer of (i) the Developer or (ii) any principal holder of the Developer, been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (d) To the best of the Developer's knowledge, within the five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, none of the Developer, any principal holder of the Developer, or any director or officer of:

- (i) the Developer; or
 - (ii) any principal holder of the Developer;
 - (iii) has been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (e) To the best of the Developer's knowledge, within the five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, none of the principal holder of the Developer, or any director or officer of:
- (i) the Developer; or
 - (ii) any principal holder of the Developer;
 - (iii) has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:
 - A. was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
 - B. was declared bankrupt or made a voluntary assignment in bankruptcy made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

1.6 Conflicts of Interest

There are no existing or potential conflicts of interest among the Developer, manager, any directors, officers, and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the Strata Lots in connection with the Development which could reasonably be expected to affect the purchaser's purchase decision.

2. GENERAL DESCRIPTION

2.1 General Description of the Development

(a) Location

The development (the "Development") is located at 4082 Knight Street and 1432 Kingsway, in the City of Vancouver, British Columbia. The legal description of the lands on which the Developer will construct the Development is as follows:

Parcel Identifier: 027-216-616

Air Space Parcel 2 District Lot 352 Group 1 New Westminster District Air Space Plan BCP31353

(the "Lands").

The Developer filed an air space subdivision plan (the "Air Space Plan"), in accordance with the air space subdivision plan attached as Exhibit "B", to create the Lands. The Lands (as shown on the Air Space Plan as Air Space Parcel 2) (the "Air Space Parcel") will be further subdivided by filing the Strata Plan, in accordance with the strata plan (the "Strata Plan") attached as Exhibit "C", which Strata Plan has been submitted to the Lower Mainland Land Title Office for registration.

(b) Physical Form and Number of Lots

(i) Physical Form and General Description

The Development is a residential development consisting of studios and one, two and three bedroom apartments.

The Development is located within the Air Space Parcel show on the Air Space Parcel Plan attached as Exhibit "B" and consists of, generally, a seventeen-storey reinforced concrete tower and low rise building containing 192 strata lots (individually, the "Strata Lot" and collectively, the "Strata Lots") plus two and a half levels of underground parking. The Air Space Parcel includes garbage and recycling areas on the second parking level (P2), storage lockers on the fourth parking level (P4), a lobby on the ground floor, storage lockers on the third, fourth, fifth, sixth and seventh floors, and an amenity room on the second floor of each of the tower and the low rise building. The Air Space Parcel will be further subdivided by filing a separate strata plan in the Land Title Office, in accordance with the Strata Plan attached as Exhibit "C", which Strata Plan has been submitted to the Lower Mainland Land Title Office for registration. The Strata Lots are located on the third floor through the seventeenth floor.

A separate residential development ("Building One"), formerly referred to as Phase 1, consisting of two and three bedroom multi-level townhouses, studios, one and two bedroom apartments in a twelve-storey reinforced concrete tower and low rise building has been constructed (and is occupied) on the lands adjacent to the Development. Building One is located within a separate air space parcel ("Air Space Parcel 1") and consists of, generally, a twelve-storey reinforced concrete tower containing 206 strata lots plus two and a half levels of underground parking. The residential strata lots in Building One will be located on the third floor through the twelfth floor. Despite being located adjacent to the Development, Building One is not and will not be included on the Strata Plan and is effectively be a neighbour of the Development. Air Space Parcel 1 has been further subdivided by the filing of a separate strata plan in the Land Title Office. The Development and Building One will have different strata corporations governing the respective developments.

The remainder of the original parent lands (as shown on the Air Space Plan) (the "Remainder") will comprise retail and other commercial space and a branch of the Vancouver Public Library on the ground floor and mezzanine level of the tower and a portion of the underground parking structure at parking level one of the Building One and retail and other commercial space on the ground floor and mezzanine level of the tower and the low rise building, and a portion of the underground parking structure at parking level one of the Development. Despite being located within the same building as the Development and Building One, the Remainder is not included in the strata plan for either of the Development or Building One and will, effectively, be a neighbour of the Development and Building One.

The relationship between the Development, the Remainder and Building One, including easements for support and access, insurance requirements and cost sharing provisions, will be governed, not by the *Strata Property Act*, but by a comprehensive agreement (the "Air Space Agreement") registered against title to the Remainder, titles and common property of the Strata Plan and the titles and common property of Building One at the Land Title Office as described in Section 4.3 (Existing Encumbrances). The Developer reserves the right to sell, lease or further subdivide the Reminder by strata plan.

The Development is bounded by three main arterials, being Knight Street, King Edward Avenue and Kingsway. The former lane, previously owned by the City of Vancouver, which runs from Knight Street to King Edward Avenue just west of Dumfries Street has been acquired by the Developer and consolidated into and forms part of the original parent lands. However, that portion of the original parent lands which

was previously the lane will be subject to public vehicular and pedestrian access pursuant to a statutory right of way in favour of the City of Vancouver (see Section 4.3 (Existing Encumbrances and Legal Notations)).

The construction of the Development commenced in March, 2005 and is anticipated to be completed at the end of April, 2008. The construction of Building One, which is the subject of a separate Disclosure Statement dated April 27, 2004, as amended from time to time, commenced in November, 2004 and completed in January, 2008.

(ii) Number of Strata Lots

The Development, which is the subject of this Disclosure Statement, will consist of 192 strata lots, including:

| <u>Strata Lot Type</u> | <u>Number</u> |
|-------------------------------------|---------------|
| Studio | 16 |
| One Bedroom / One Bedroom and Den | 66 |
| Two Bedrooms / Two Bedrooms and Den | 97 |
| Three Bedrooms | 2 |
| Penthouses – One Bedroom | 3 |
| Penthouses – Two Bedrooms | 8 |
| Total Strata Lots | <u>192</u> |

The areas of the Development which are not included within the Strata Lots will be common property owned along with other assets of the strata corporation by the owners of the Strata Lots as tenants-in-common in proportion to their respective Unit Entitlement figures (see Section 3.1 Unit Entitlement).

The City of Vancouver granted the Developer's application to obtain additional density for the Development which resulted in the approximately 6,800 square feet area located on the second floor and designated, on the original draft strata plan, as common property for the purpose of use as an amenity room being converted into additional strata lots. The second floor of each of the tower and the low rise building is now comprised of Strata Lots and an amenity room.

The strata lot numbering and unit numbering have changed since the filing of the original Disclosure Statement. Attached as Exhibit "A" is a Table of Concordance setting out the new strata lot numbering and unit numbering.

(c) Recreation Facilities

The Development will contain a variety of recreation facilities and amenities arranged throughout the Development in the form of the common property and Limited Common Property (as defined in Section 3.4 Limited Common Property) as follows:

An outdoor landscaped area, amenity room and meeting room/lounge.

The above referenced amenity rooms will be for the use of the owners and occupants of the Development only. The owners and occupants of Building One will have no access to or use of the amenity rooms.

The Developer may choose and hereby reserves the right to substitute, for these amenities, other amenities which the Developer, acting reasonably and based on the then current market for similar residential units, determines to be appropriate and beneficial to purchasers of Strata Lots within the Development.

(d) Strata Plan

As disclosed above, prior to filing the Strata Plan to create the Strata Lots and common property comprising the Development, the Developer filed the Air Space Plan. The Air Space Parcel (as shown on the Air Space Plan) formed as a result of the filing of the Air Space Plan will be further subdivided by the Strata Plan, in accordance with the Strata Plan attached as Exhibit "B", which has been submitted for registration in the Lower Mainland Land Title Office.

The strata lot numbering and unit numbering have changed since the filing of the original Disclosure Statement. Attached as Exhibit "A" is a Table of Concordance setting out the new strata lot numbering and unit numbering.

2.2 Permitted Use

The Lands are zoned as CD-1 (Comprehensive Development). The Strata Lots are intended for residential use, subject to the restrictions in the applicable development permit, municipal zoning, the bylaws of the strata corporation (see Section 3.5 Bylaws), existing and proposed encumbrances (see Sections 4.3 Existing Encumbrances and 4.4 Proposed Encumbrances) and applicable laws of general application, including bylaws of the City of Vancouver.

2.3 Phasing

The Development is not a phased strata plan.

3. STRATA INFORMATION

3.1 Unit Entitlement

A *Strata Property Act* Form V Schedule of Unit Entitlement is attached as Exhibit "D". The Unit Entitlement figures indicate the share of each Strata Lot in the common property and assets of the Development and are the figures by which the proportionate contribution of Strata Lot owners to the expenses of the strata corporation is determined. It is also the figure used to determine the each Strata Lot owner's contributions toward common expenses. The actual Unit Entitlement may vary slightly from the figure shown in when the Strata Plan is completed. Unit Entitlement has been calculated according to the habitable area of each strata lot in square metres, rounded to the nearest whole number. Habitable area is defined in Regulation 14.2 of 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."

3.2 Voting

There will be one strata corporation in respect of the Strata Lots created upon filing of the Strata Plan in the Land Title Office. Each Strata Lot within the Development will have one (1) vote in the strata corporation.

3.3 Common Property and Facilities

Common facilities in the Development will include the recreation facilities described in Section 2.1(c) hereof as well as storage rooms, decks/patios, parking spaces, equipment, furnishings and other assets of the strata corporation.

3.4 Limited Common Property

(a) Limited Common Property

Limited Common Property means areas within the common property which are intended to be used exclusively by one or more Strata Lot owners. Any additional maintenance expense created thereby will be

paid by such owner(s) except as provided herein. The Developer reserves the right to designate any portion of the common property as Limited Common Property before deposit of the Final Strata Plan for registration in the Land Title Office or as permitted under the *Strata Property Act*. These areas are as shown on Exhibit "B", but generally include all patios, balconies and decks appurtenant to each Strata Lot. Such designations on the Strata Plan may only be removed by unanimous resolution of the members of the strata corporation.

The City of Vancouver granted the Developer's application to obtain additional density for the Development which has resulted in the approximately 6,800 square feet area located on the second floor and designated, on the strata plan, as common property for the purpose of use as an amenity room being converted into additional strata lots. The second floor is now comprised of Strata Lots and an amenity room.

(b) Repair and Maintenance

Under the *Strata Property Act*, the strata corporation is responsible for maintaining all common property, including limited common property. However, the strata corporation may, by bylaw, make owners responsible for the repair and maintenance of limited common property which they use. The bylaws of the strata corporation make an owner responsible for maintaining and repairing Limited Common Property which they use, except the following, which the strata corporation shall repair and maintain:

- (i) repair and maintenance that in the ordinary course of events occurs less than once a year;
- (ii) the structure of a building;
- (iii) the exterior of a building, including roofs;
- (iv) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (v) doors, windows or skylights, on the exterior of a building or that front on the common property; and
- (vi) fences, railings and similar structures that enclose patios, balconies and yards.

3.5 Bylaws

The bylaws of the strata corporation will be those set out in the Schedule of Standard Bylaws attached to the *Strata Property Act*, as amended by the proposed Form Y Notice of Different Bylaws attached hereto as Exhibit "J".

3.6 Parking and Storage Lockers

The Development will contain 204 parking spaces (collectively, the "Parking Stalls" and, individually, the "Parking Stall") and two loading bays (the "Loading Bays"). The Development will also contain storage lockers (collectively, the "Storage Lockers" and, individually, the "Storage Locker"). The Parking Stalls and Storage Lockers will be located on parking levels two, three and four. All of the Parking Stalls and Storage Lockers have been leased by the Developer to an entity related to the Developer (the "Common Property Tenant") pursuant to a lease (the "Parking/Storage Locker Lease") registered on title to the Lands (see Section 4.3 Existing Encumbrances and Legal Notations) submitted for registration prior to filing of the Strata Plan. The Developer will cause the Common Property Tenant to assign the right to exclusive long term use of the available Parking Stalls and Storage Lockers to the owners and occupants of the Strata Lots or other parties on terms established from time to time by the Common Property Tenant.

Upon transfer of a Strata Lot to a purchaser or such later date as is determined by the Developer in its sole discretion, the Developer will cause the Common Property Tenant to assign such purchaser the interest

under the Parking/Storage Locker Lease in the particular Parking Stall and Storage Locker assigned to the purchaser by the Common Property Tenant using the form of assignment prepared by the Common Property Tenant.

The allocation and assignment of the Parking Stalls and/or Storage Lockers to purchasers is to be determined by the Common Property Tenant in its sole discretion.

The configuration and size of the Parking Stalls and/or Storage Lockers is subject to reconfiguration or change by the Common Property Tenant without notice or compensation to the strata corporation and/or the purchasers of the Strata Lots.

Notwithstanding the Parking/Storage Locker Lease, all costs for maintenance of the parking facility, the Parking Stalls and the Storage Lockers will be the responsibility of the strata corporation.

The Development will also contain 240 bicycle stalls, all of which will be located in a secured area on the parking levels. The bicycle stalls are designated as common property and will be allocated to Strata Lot owners upon request on a temporary basis by the strata council until otherwise determined by resolution of the strata corporation.

Bicycle Stalls

The Development will also contain 248 bicycle stalls located on parking levels two, three and four. The bicycle stalls will initially be common property and will be allocated to Strata Lot owners upon request on a temporary basis by the strata council until otherwise determined by resolution of the strata corporation.

3.7 Furnishings and Equipment

The following equipment and furnishings are included in the purchase price of each Strata Lot:

window blinds, stove, refrigerator, dishwasher, microwave and hood fan, in sink waste disposal and washer/dryer.

Any social service tax payable in respect of such equipment will be for the account of each purchaser of a Strata Lot.

3.8 Budget

The interim operating budget of the strata corporation for the first twelve month period is attached hereto as Exhibit "G". Monthly allocation of the interim budget amongst the Strata Lots is shown in Exhibit "H" in proportion to each Strata Lot's Unit Entitlement figure (from Exhibit "E") relative to the aggregate Unit Entitlement of all Strata Lots. The actual monthly contributions have been adjusted based upon the finalisation of the Unit Entitlement figures when the Strata Plan was filed, and monthly contributions will be further adjusted upon the establishment by the strata corporation of the actual budget of operating expenses at the first annual general meeting of the strata corporation (see notes to interim budget shown in Exhibit "G").

3.9 Utilities and Services

All usual municipal and utility services will be provided, at the cost and expense of the owners and occupants of the Strata Lots, to the Development, including water, electricity, sewerage, natural gas, fire protection, telephone and access.

3.10 Strata Management Contracts

The Developer has entered into, on behalf of the strata corporation, a management agreement substantially in the form attached as . The Exhibit "D" manager, Colyvan Pacific Real Estate Management Services Ltd., is not affiliated with the Developer.

3.11 Insurance

The Developer will obtain, in the name of the strata corporation, the following insurance coverage:

- (a) Full replacement coverage with respect to common property, common assets, buildings and fixtures, built or installed on the Strata Lots by the Developer as part of the original construction. Fixtures are defined as items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers dryers or other items. The common property, common assets, buildings and fixtures will be insured against major perils, which are defined as fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts; and
- (b) Liability insurance for property damage and bodily injury, in an amount not less than \$2,000,000.

The purchaser is responsible for insuring the contents of the purchaser's Strata Lot.

3.12 Rental Disclosure Statement

Under the *Strata Property Act*, the Developer must disclose to any purchaser the intention to lease Strata Lots in order to ensure that such Strata Lots may be leased in the future. The Developer does not intend to rent or lease any of the Strata Lots but has reserved the right for itself and initial subsequent owners to lease any or all of the Strata Lots as set forth in the rental disclosure statement (the "Rental Disclosure Statement") filed with the Superintendent of Real Estate, a copy of which is attached as Exhibit "E".

3.13 Caretakers Suite

The Development will not contain a caretaker's suite.

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

The legal description of the Lands to be subdivided by the Strata Plan, which has been submitted in the Lower Mainland Land Title Office for registration, is as follows:

Parcel Identifier: 027-216-616

Air Space Parcel 2 District Lot 352 Group 1 New Westminster District Air Space Plan BCP31353.

4.2 Ownership

The registered owners of the Lands are currently as follows:

Tri Eagle Investments Inc.. (B.C. Incorporation No. 643856) as to an undivided
1,595,236 / 8,962,000 interest;

Tri Power Lands Inc. (B.C. Incorporation No. 644963) as to an undivided
1,959,094 / 8,962,000 interest;

Tri Eagle Lands Inc. (B.C. Incorporation No. 644681), as to an undivided 2,703,835 / 8,962,000 interest; and

Tri Eagle Capital Inc. (B.C. Incorporation No. 643845), as to an undivided 2,703,835 / 8,962,000 interest.

Each of such owners holds the legal title to the Lands as bare trustee for Tri Power Developments Limited Partnership, as beneficial owner, pursuant to an unregistered trust declaration.

4.3 Existing Encumbrances and Legal Notations

As of the date of this Disclosure Statement, the following legal notations are noted on the title to the Lands. The easements described below are for the benefit of the Air Space Parcel. The descriptions of legal notations are summaries only:

- Hereto is annexed Easement BB278079 of Lot 1 Blocks 1 and 3 Plan BCP11581 Except: Part Air Space Plan BCP31353 pursuant to which the owner of the Remainder grants a right to have the improvements on the Air Space Parcel supported by support structures within the Remainder including anchors, foundations, columns, footings, supporting walls, floors and ceilings, brackets, bracings and grade or tie beams and further including any concrete, steel, brick, lumber or other materials or any constituent part of such structural elements or support (collectively "Support Structures") and the right to enter in the Remainder and improvements thereon (upon giving the owner of the Remainder not less than 7 days written notice – except in the case of emergency when no notice is required) for the purpose of inspecting, examining, constructing, maintaining, repairing, replacing or renewing any part of the Support Structures;
- Hereto is annexed Easement BB278080 of Air Space Parcel 1, New Westminster District, Plan BCP31353 pursuant to which the owner of Air Space Parcel 1 grants a right to have the improvements on the Air Space Parcel supported by Support Structures within Air Space Parcel 1 and the right to enter in Air Space Parcel 1 and improvements thereon (upon giving the owner of Air Space Parcel 1 not less than 7 days written notice – except in the case of emergency when no notice is required) for the purpose of inspecting, examining, constructing, maintaining, repairing, replacing or renewing any part of the Support Structures;
- Hereto is annexed Easement BB278082 of Lot 1 Blocks 1 and 3 Plan BCP11581 Except: Part Air Space Plan BCP31353 pursuant to which the owner of the Remainder grants a right to construct, install and use utility rooms and systems and all equipment required for the supply of all services and utilities including gas, electricity, water, steam, sewer and drainage, air intake, air exhaust ventilation, fire, security emergency alarms, sprinklers, telephone, telecommunication, cable, fibre optic, computer, television, energy conveyance, radio systems, signals and equipment and other systems, signals and equipment (collectively, "Systems") and the right to enter in the Remainder and improvements thereon (upon giving the owner of the Remainder not less than 7 days written notice – except in the case of emergency when no notice is required) for the purpose of inspecting, examining, constructing, maintaining, repairing, replacing or renewing any part of the Systems;
- Hereto is annexed Easement BB278084 of Lot 1 Blocks 1 and 3 Plan BCP11581 Except: Part Air Space Plan BCP31353 pursuant to which the owner of the Remainder grants an easement for the purposes of constructing and installing utility rooms and Systems contained in the areas situate in the Remainder containing utility rooms and Systems which are used by the Remainder and Air Space Parcel;
- Hereto is annexed Easement BB278085 of Air Space Parcel 1, New Westminster District, Plan BCP31353 pursuant to which the owner of Air Space Parcel 1 grants an easement for the purposes of constructing and installing utility rooms and Systems contained in the areas situate

in Air Space 1 containing utility rooms and Systems which are used by the Remainder and Air Space Parcel;

- Hereto is annexed Easement BB278089 of Lot 1 Blocks 1 and 3 Plan BCP11581 Except: Part Air Space Plan BCP31353 pursuant to which the owner of the Remainder grants an easement for the purposes of pedestrian access through, along and over to access and use those parts of the Remainder known as Pedestrian Access Area 1, including stairs, stairwells and elevators which are from time to time reasonably required for the purposes of pedestrian access to and from the Remainder, the Air Space Parcel and the streets adjacent thereto including, without limitation, all emergency exits and routes (including corridors, stairs and stairwells) out of Air Space Parcel 1;
- Hereto is annexed Easement BB278090 of Air Space Parcel 1, New Westminster District, Plan BCP31353 pursuant to which the owner of Air Space Parcel 1 grants an easement for the purposes of pedestrian access through, along and over and to access and use those parts of the Remainder, including stairs, stairwells and elevators which are from time to time reasonably required for the purposes of pedestrian access to and from Air Space Parcel 1, the Air Space Parcel and the streets adjacent thereto including, without limitation, all emergency exits and routes (including corridors, stairs and stairwells) out of Air Space Parcel 1;
- Hereto is annexed Easement BB278092 of Lot 1 Blocks 1 and 3 Plan BCP11581 Except: Part Air Space Plan BCP31353 pursuant to which the owner of the Remainder grants an easement for the purposes of vehicle access to enter, go, return, exit, pass and repass with bicycles, automobiles, motorcycles, trucks and other motor vehicles through, along and over all of the Remainder to access and use those parts of the Remainder known as Vehicle Access Area 1 designated to be ramps and circulation lanes for vehicular entrance, movement and exit;
- Hereto is annexed Easement BB278093 of Air Space Parcel 1, New Westminster District, Plan BCP31353 pursuant to which the owner of Air Space Parcel 1 grants an easement for the purposes of vehicle access to enter, go, return, exit, pass and repass with bicycles, automobiles, motorcycles, trucks and other motor vehicles through, along and over all of the Remainder to access and use those parts of the Remainder known as Vehicle Access Area 2 designated to be ramps and circulation lanes for vehicular entrance, movement and exit;
- Hereto is annexed Easement BB278095 of Lot 1 Blocks 1 and 3 Plan BCP11581 Except: Part Air Space Plan BCP31353 pursuant to which the owner of the Remainder grants an easement (upon not less than 7 days written notice – except in the case of emergency when no notice will be required) for the purposes of constructing, inspecting, maintaining, repairing, replacing, altering, demolishing, renewing or reconstructing Pedestrian Access Area 1 and Vehicle Access Area 1 and taking any action reasonably necessary to remedy failure of the Remainder owner to provide such easements and rights;
- Hereto is annexed Easement BB278096 of Air Space Parcel 1, New Westminster District, Plan BCP31353 pursuant to which the owner of Air Space Parcel 1 grants an easement (upon not less than 7 days' written notice – except in the case of emergency when no notice will be required) for the purposes of constructing, inspecting, maintaining, repairing, replacing, altering, demolishing, renewing or reconstructing Pedestrian Access Area 2 and Vehicle Access Area 2 and taking any action reasonably necessary to remedy failure of the Remainder owner to provide such easements and rights;
- Hereto is annexed Easement BB574436 of Lot 1 Blocks 1 and 3 Plan BCP11581 Except: Part Air Space Plan BCP31353 pursuant to which the owner of Air Space Parcel 1 grants an easement (upon not less than 7 days' written notice – except in the case of emergency when no notice will be required) for the purposes of constructing, inspecting, maintaining, repairing,

replacing, altering, demolishing, renewing or reconstructing Refuse Room 2 and taking any action reasonably necessary to remedy failure of the Air Space Parcel 1 owner to provide such easements and rights;

- Notice of Interest, *Builders' Lien Act*, see BW264356. The title to the Lands is subject to a Notice of Interest protecting the Developer from lien claims under the *Builders Lien Act* (British Columbia) in respect of improvements undertaken on behalf of a person other than the Developer unless the improvements are undertaken at the express request of the Developer. The Developer will arrange for this Notice of Interest to be discharged prior to or immediately following the registration of the Strata Plan; and
- Hereto is annexed Easement BX492809 over Lot 9 Except: Part in Ref Plan 2394 now Kingsway, North Part of Blocks 1 & 3 DL 352 Plan 653 ("Lot 9"), pursuant to which the owner of Lot 9 grants a reciprocal easement until December 31, 2055 or the date on which a copy of the final occupancy permit or certificate of final inspection is issued by the City of Vancouver in respect of the Development and the development on Lot 9 for the purposes of installation of tie-back rods, anchors and ancillary structures necessary or desirable for the purposes of shoring up that part of the excavation undertaken on the Lands along the boundary line between the Lands and Lot 9 and the foundation works related thereto and to use that part of Lot 9 which is at least thirty feet (30') above the highest elevation of any improvement or permanent structure, including any antennae or other normal attachments thereto for the purpose of the movement through such part of Lot 9 of the swinging boom of the crane used to facilitate the construction of the Development; provided that the loads carried by the crane will at no time swing over Lot 9 or improvements thereon.

As of the date of this Disclosure Statement, the following encumbrances are registered against title to the Lands. The descriptions of encumbrances are summaries only.

- Easement and Indemnity Agreement 345709M pursuant to which the City of Vancouver granted the then owner of the property permission to construct and maintain an area comprising a commercial crossing over sidewalk and boulevard (a Commercial Crossing Agreement);
- Easement and Indemnity Agreement 387531M pursuant to which the City of Vancouver granted the then owner of the property permission to construct and maintain an area comprising an aggregate of four commercial crossings over sidewalk and boulevard (a Commercial Crossing Agreement);
- Restrictive Covenant BG66103 in favour of Canada Safeway Limited, which provides that no portion of any improvement located on the lots comprising the property (other than an aggregate floor area of 3,500 sq. ft. of any and all improvements comprising the property or a maximum floor area of 6,000 sq. ft. for a single business operation of a pharmacy or drugstore within an improvement located on the property) shall be used for the purposes or operation of a food supermarket or grocery store which sells food or food products for off-premises consumption;
- Easement and Indemnity Agreement BM213677 to BM213679 (being an extension of Easement and Indemnity Agreements 345709M, M24302 and 387531M);
- Statutory Right of Way BW258319 in favour of the City of Vancouver pursuant to which the Developer granted the City of Vancouver access to and use of the specified right of way area for the purpose of public access (pedestrian and vehicular) over those portions of the Lands which will be surfaced as lane and used by the general public. This Statutory Right of Way will obligate the strata corporation to maintain the areas used for public passage;

- Easement and Indemnity Agreement BW258324 (including Statutory Right of Way BW258326 and Equitable Charge BW258328) all in favour of the City of Vancouver pursuant to which the Developer agreed to maintain curbs, special paving, landscaping and other materials installed in the City of Vancouver's lane located in the Lands for the purpose of "quieting" traffic, all as more particularly set out in such document. This Agreement will ultimately obligate the strata corporation to maintain the curbs, special paving, landscaping and other materials installed in the City of Vancouver's lane;
- Covenant BW267214 in favour of the City of Vancouver pursuant to which the Developer agrees, in accordance with the City of Vancouver's public art program and policy, to install public art on the Lands all as more particularly set out in such document;
- Statutory Right of Way BW393319 granted in favour of the City of Vancouver in connection with the City of Vancouver's option to lease the Leased Premises for the purpose of operating a branch of the Vancouver Public Library (see Option to Lease BW393315). In connection with the use and operation of the Leased Premises, the City of Vancouver requires access to and use of a portion of the roof of the Building for telecommunications and other systems and to those portions of the Building which are designated for (by way of common property, limited common property or other designation) commercial parking and commercial loading dock areas and the Developer has granted the City of Vancouver a statutory right of way for such purposes;
- Covenant BW393320A granted in favour of the City of Vancouver in connection with the City of Vancouver's option to lease the Leased Premises for the purpose of operating a branch of the Vancouver Public Library (see Option to Lease BW393315). The Covenant imposes several obligations upon the strata corporation for the Development with respect to the operation of the Leased Premises and the repair and maintenance of the Common Areas of the Development by the strata corporation;
- Statutory Right of Way BX546875 in favour of Shaw Cablesystems Limited (the "Cable Provider") grants the Cable Provider access to and a right of way over the Development for the purpose of installing, operating, maintaining and repairing its works and equipment for the purpose of servicing the Development; and
- Easement BX492810 is a reciprocal easement in favour of the registered owner of the neighbouring property granting an easement over the Development for the purpose of underpinning, shoring and crane overswing in the event of redevelopment of the neighbouring property. The registered owner of the Development is entitled to the same rights vis-a-vis the neighbouring property under Easement BX492809;
- Statutory Right of Way BA568794 granted in favour of Telus Communications Inc. for the purpose of constructing, operating and maintaining telecommunications equipment on the property and providing telecommunication services to the owners of the strata lots in the Development and Building One and the owners and occupants of the commercial and retail space and Vancouver Public Library on the Remainder;
- Right of First Refusal to Lease BB64351 in favour of Canada Safeway Limited grants Canada Safeway Limited the right of first refusal to lease any space in the Remainder which is to be used for the operation of a food supermarket or grocery store in accordance with Modification BB64352(Modification of Restrictive Covenant BG66103);
- Modification BB64352 is a modification of Restrictive Covenant BG66103 in favour of Canada Safeway Limited (see above). Pursuant to the modification, no portion of any improvement located on the lots comprising the property shall be used for the purposes or operation of a food supermarket or grocery store, pharmacy, drug store or for an enterprise or

enterprises which (other than restaurant enterprises, including but not limited to a coffee shop and/or fast food outlet) which sells food or food products for off-premises consumption. Notwithstanding the foregoing, a food supermarket or grocery store operation, which includes a pharmacy or other drugstore provided such pharmacy or drug store does not have a aggregate floor area of 6,000 sq. ft. or greater, is permitted on the property provided such food supermarket or grocery store operation does not have a aggregate floor area of greater than 28,714 sq. ft.;

- Statutory Right of Way BB278063 and Statutory Right of Way BB278064 granted in favour of the City of Vancouver pursuant to which the Developer granted the City of Vancouver access to and use of the specified volumetric right of way area for the purpose of constructing, maintaining, operating and repairing a storm and sanitary sewer;
- Statutory Right of Way BB278069 and Statutory Right of Way BB278070 granted in favour of the City of Vancouver pursuant to which the Developer granted the City of Vancouver access to and use of the specified volumetric right of way area for the purpose of public access (pedestrian and vehicular) over those portions of the Lands which will be surfaced as lane and used by the general public. This Statutory Right of Way will obligate the strata corporation to maintain the areas used for public passage;
- Easement BB278081, Easement BB278087, Easement BB278088, Easement BB278091, Easement BB278094, Easement BB278097 represent the easements granted by the Developer in favour of the owner of the Remainder and Air Space Parcel 1, as the case may be, as part of the Air Space Agreement (see Section 2.1(b)(i) Overall Development) as required by the City of Vancouver and are otherwise necessary to file the Air Space Plan or as are otherwise reasonable and desirable for reasons of efficiency or convenience as between the Development, the Remainder and Air Space Parcel 1, with respect to matters including, for example, considering the Development, the Remainder and Air Space Parcel 1 to be a single site for zoning purposes, structural support, utilities, installation and maintenance of physical elements such a plumbing stacks and vents, and access through the common property of the proposed strata plan for the Development and Building One for maintenance and repair of the development on the Remainder such as windows and landscaping. The easements include support easements, utility systems easements, share service room easements, pedestrian access easements, vehicle access easements, elevator access easements, refuse room easements and loading document easements;
- Covenant BB278100 and Covenant BB574437 granted in favour of the City of Vancouver pursuant to which the owner of the Development, along with the owners of Air Space Parcel 1 and the Remainder, agree not to use their respective lands for any purpose which is contradictory to or with the Air Space Agreement and the easements and covenants granted thereunder (see above). The owner of the Development, along with the owners of Air Space Parcel 1 and the Remainder, further agree not to suspend, interrupt or terminate the easements granted under the Air Space Parcel Agreement nor to modify, vary, surrender or abandon the Air Space Parcel Agreement without the consent of the City of Vancouver. The owner of the Development, along with the owners of Air Space Parcel 1 and the Remainder, also agree to indemnify and save the City of Vancouver harmless from any loss, damages, costs or expenses suffered in connection with the Air Space Agreement;
- Easement BB574433 granted by the owners of the Air Space Parcel in favour of the owner of the Remainder pursuant to which the Developer agrees to provide an elevator access easement through, along and over all or any part of the Airspace Parcel to access and use Elevator 2;
- Easement BB574434 granted by the owners of the Air Space Parcel in favour of the owner of the Remainder pursuant to which the Developer agrees to provide a loading dock easement through, along and over all or any part of the Airspace Parcel to access and use the Loading

Access Area situate in the Remainder Lot 1 to be used for loading and unloading vehicles and for temporary stopping for vehicles and bicycles used by courier in each case delivering or receiving goods or delivery items;

- Easement BB574435 granted by the owners of the Air Space Parcel in favour of the owner of the Remainder pursuant to which the Developer agrees to provide access (upon giving the Airspace Parcel owners not less than 7 days notice in writing – except in cases of emergency when no notice will be required) for the purposes of constructing, inspecting, maintaining, repairing, replacing, altering, demolishing, renewing or reconstructing Elevator Area 2 or the Loading Access Area, taking any action reasonably necessary to remedy any failure of the owner of the Air Space Parcel to provide the Remainder owner with such easement and doing all acts, things and matters necessary for or incidental to the exercise of such easement;
- Section 219 Covenant BB574437 granted by the owners of the Air Space Parcel in favour of the City of Vancouver pursuant to which the Developer agrees not to use the Air Space Parcel for any purpose which is contradictory to the uses permitted the covenant agreement or by law and releases and indemnifies the City of Vancouver against all costs, losses, damages, suits, demands and judgments arising as a result of the loss or abridgement of the easements granted or as a result of the disrepair, malfunction or interference with the equipment, apparatus or works used in the exercise of the easements;
- Option to Lease BB0224157 - BB0224158 granted in favour of the Common Property Tenant pursuant to which the Common Property Tenant is granted an option to lease, which option has been exercised, with respect to the common property that comprise the parking facilities, Parking Stalls and Storage Lockers (see Section 3.6 Parking);
- Option to Lease BB0224159 - BB0224160 granted in favour of the Common Property Tenant pursuant to which the Common Property Tenant is granted an option to lease, which option has been exercised, with respect to the common property that comprise the roofs of the Development as shown on the plan attached to the option to lease (see Section 7.4(b) Other Material Facts - Roof Top Lease and Use of Roof for Telecommunications Equipment;

(collectively, the "Encumbrances")

- Mortgages BW356850 and BA502450 and Assignment of Rents BW356851 and BA502451 in favour of BCIMC Construction Fund Corporation – These encumbrances are security in favour of BCIMC Construction Fund Corporation in connection with the loans made to the Developer for the construction of the Development (see Section 6.2 Construction Financing); and
- Mortgages BX232635 and Assignment of Rents BX232635 in favour of Travelers Guarantee Company of Canada – These encumbrances are security in favour of Travelers Guarantee Company of Canada in connection with the release of the deposits to the Developer for the construction of the Development (see Section 7.1 Deposits);

(collectively, the "Financial Encumbrances").

Complete copies of the above charges are available to the public at the Lower Mainland Land Title Office.

4.4 Proposed Encumbrances

The following further encumbrances may be registered against title to the Lands and, ultimately, individual Strata Lots and the common property:

- a lease, statutory right of way or other charge in favour of a cablevision supplier, internet service provider, telephone or other telecommunications company pursuant to which such supplier, provider or

company will have the right and opportunity to supply, install, operate, and maintain telecommunications equipment, including satellite transmission receiving devices, on the roof of the Development or an option-to-lease, a lease or other charge in favour of the Developer or a company or companies related to the Developer of the common areas of the roof of the Development for the purpose of subleasing such area to a cablevision supplier, internet service provider, telephone or other telecommunications company pursuant to which such supplier, provider or company will have the right and opportunity to supply, install, operate, and maintain telecommunications equipment, including satellite transmission receiving devices, on the roof of the Development; and

- any and all such non-financial and equitable charges (which may include financial obligations, for example, to insure, maintain and repair) as may be required by the City of Vancouver, other governmental authorities or utilities in connection with the development of the Lands.

Purchasers should note that in planning the Development, the Developer may choose to revise the location of easements granted over other phases of the Development to allow for access for construction, and the Developer hereby reserves the right to relocate such easements from time to time.

4.5 Outstanding or Contingent Litigation or Liabilities

There are no liabilities and no outstanding or anticipated litigation in respect of the Lands or against the Developer which may affect the Lands.

4.6 Environmental Matters

The Developer is not aware of any flooding danger to the Lands. The subsoil of the Lands was previously contaminated, apparently, as a result of the former use of a portion of the Lands as a gas station. The Lands have been remediated in accordance with a plan of remediation and a "Comfort Letter" was issued by the B.C. Ministry of Water, Land and Air Protection for the Lands with respect to such remediation.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

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

| Anticipated Commencement Date | Anticipated Completion Date |
|--------------------------------------|------------------------------------|
| March, 2005 | April 30, 2008 |

5.2 Warranties

- (a) Each of the Strata Lots will be covered by the mandatory warranties required under the *Homeowners Protection Act* and will include coverage for defects in materials and labour for a period of two years from the date the warranty commences, defects in the building envelope(s) for a period of five years and structural defects for a period of ten years. Such coverage has been arranged through Travelers Guarantee Company of Canada. Improper or inadequate maintenance may void warranty coverage. Any manufacturers' warranties for furnishings and appliances included with the Strata Lot will be transferred to the purchaser where possible or allowed by the manufacturer.
- (b) Manufacturers warranties on all appliances and common area equipment will be assigned to the Strata Lot owner or the strata corporation, respectively, providing such assignment is permitted by the warranty.

5.3 Previously Occupied Building

The Development is not a previously occupied building.

6. APPROVALS AND FINANCES

6.1 Development Approval

Development permit DE408036 was issued by the City of Vancouver on June 25, 2004.

Building permit BU428613 was issued by the City of Vancouver on June 29, 2004.

6.2 Construction Financing

The Developer has obtained construction financing for the Development from BCIMC Construction Fund Corporation. The construction financing was conditional upon a certain number of pre-sales being completed for the Development. The pre-sales condition have been satisfied. Therefore, the construction financing for the Development is no longer conditional.

The construction financing is secured by registration of the Financial Encumbrances against title to the Lands (see Section 4.3 Existing Encumbrances). The Developer will require BCIMC Construction Fund Corporation or any assignee of BCIMC Construction Fund Corporation or any other lender who holds an interest in the Financial Encumbrances to agree to provide discharges of the Financial Encumbrances with respect to the individual Strata Lots upon completion of each sale and receipt of a portion of the sale proceeds.

7. MISCELLANEOUS

7.1 Deposits

All deposits and other money received from purchasers of the Strata Lots shall be held in trust by the Developer's solicitors, Clark Wilson LLP, or other a licensee under the *Real Estate Services Act*, solicitor or notary public, in the manner required by the *Real Estate Development Marketing Act* until such time as:

- (a) both:
 - (i) the Strata Lot purchased is capable of being occupied; and
 - (ii) an instrument evidencing the interest of the purchaser or lessee in the Strata Lot has been registered in the Land Title Office; or
- (b) the agreement between the parties is otherwise terminated.

The Province of British Columbia has passed legislation (the *Real Estate Development Marketing Act*) which, effective January 1, 2005, replaces provisions of the *Real Estate Act* and allows developers generally to enter into an insurance contract with an approved insurer or other form of security agreement pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Developer has entered into a deposit protection insurance facility agreement with Travelers Guarantee Company of Canada, of 2500-650 West Georgia Street, Vancouver British Columbia, V6B 4N7, pursuant to which Travelers Guarantee Company of Canada has issued deposit protection contracts to the Developer for the benefit of purchasers of the Strata Lots as permitted under Section 19 of the *Real Estate Development Marketing Act*. Under the terms of the deposit protection insurance facility, upon Travelers Guarantee Company of Canada issuing a deposit protection contract for a deposit held in respect of a Strata Lot, the deposit paid by the purchaser of that Strata Lot can be released

by the deposit holder to the Developer and used for purposes related to the Development in accordance with the *Real Estate Development Marketing Act*. The deposit protection insurance facility will be effective as of May 6, 2005 and the date on which the insurance coverage in respect of each deposit takes effect will be the date on which Travelers Guarantee Company of Canada issues the deposit protection contract for such deposit. The deposit protection insurance facility is secured by the registration of a mortgage and assignment of rents in favour of Travelers Guarantee Company of Canada (see Section 4.3 (Existing Encumbrances)).

7.2 Purchase Agreement

- (a) A copy of the Developer's form of Contract of Purchase and Sale (the "Purchase Agreement") is attached as Exhibit "I" hereto.
- (b) Unless otherwise defined in this Disclosure Statement, each capitalized term used in this Section 7.2 will have the meaning given to it in the Purchase Agreement.
- (c) The information set out in this Section 7.2 is a summary of provisions contained in the Purchase Agreement. Please look to the Purchase Agreement for the actual provisions summarized in this Section 7.2.
- (d) The estimated Completion Date described in Section 3(a) of the Purchase Agreement is between February and May, 2007. The outside Completion Date described in Section 5.1 of the Purchase Agreement is May 15, 2008.
- (e) Pursuant to the terms of the Purchase Agreement, the vendor may terminate the Purchase Agreement in the following circumstances:
 - (i) if the purchaser defaults on any of the purchaser's obligations as set out in the Purchase Agreement;
 - (ii) all payments on account of the Purchase Price and any other monies payable by the purchaser under the Purchase Agreement are not paid when due as such date may be extended; or
 - (iii) the purchaser's notice of satisfaction or waiver of the purchaser's conditions is not received within the time permitted by the vendor.
- (f) Pursuant to the terms of the Purchase Agreement, the purchaser may, at its option, terminate the Purchase Agreement if the Completion Date has not occurred by the Outside Date.
- (g) A purchaser of a Strata Lot may only assign its interest in the Strata Lot or in the Purchase Agreement (to which the vendor/Developer and the purchaser are a party) with the prior approval of the vendor/Developer (which approval cannot be unreasonably withheld) and unless the vendor/Developer so consents the vendor/Developer will not be required to convey the Strata Lot to anyone other than the purchaser named in the Purchase Agreement.
- (h) The Purchase Agreement contains the following provisions with respect to the right of the vendor or the purchaser to receive interest on deposit monies:
 - (i) if a purchaser completes the purchase of a Strata Lot on the terms and conditions contained in the Purchase Agreement, then any interest earned on the Deposit will be paid to the vendor (see Section 2(c)(ii) of the Purchase Agreement);

- (ii) if the purchaser defaults on any of the purchaser's obligations and the vendor terminates the Purchase Agreement, the vendor may retain the Deposit together with all interest accrued thereon as liquidated damages (see Section 2(c)(ii) of the Purchase Agreement);
- (iii) if the vendor fails to complete the sale of a Strata Lot on the terms and conditions contained in the Purchase Agreement, then the Deposit together with all accrued interest thereon will be paid to the purchaser and the purchaser shall have no further claims against the vendor (see Section 2(c)(iv) of the Purchase Agreement);
- (iv) if the vendor's solicitors are required to release the Deposit to the vendor upon the vendor's solicitors' receipt of a true copy of a deposit protection contract to which the vendor is a party, then as of the date that the Deposit is released as aforesaid, interest will no longer accrue on such Deposit; and
- (v) unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the purchaser hereunder are paid when due, then the vendor may terminate the Purchase Agreement and in such case the Deposit together with any interest accrued thereon will be absolutely forfeited to the vendor.

NOTE: *Prior to any significant change in a Developer's form of Purchase Agreement it would be necessary for the Developer to amend its filed Disclosure Statement in order to include the revised form of Purchase Agreement as an Exhibit.*

Under Policy Statements 5 and 6 the Form of Purchase Agreement attached as an Exhibit to the Disclosure Statement must also contain the terms set out in those Policy Statements.

7.3 Developer's Commitments

The strata corporation intends to enter into, or cause the strata corporation to enter into, such agreements as the Developer deems necessary or desirable for the property operation and maintenance of the Development which may include agreements relating to the following matters:

- (a) elevator servicing;
- (b) access control system, enter phone maintenance and rental;
- (c) maintenance and rental with respect to some Common Property equipment;
- (d) fire alarm monitoring;
- (e) landscaping and gardening maintenance;
- (f) garbage disposal and recycling;
- (g) mechanical and electrical servicing;
- (h) cleaning and janitorial services;
- (i) telephone and other telecommunications services;
- (j) cable services;
- (k) building envelop maintenance; and

- (l) unregistered agreements as may be required by the City of Vancouver, other governmental authorities or utilities in connection with the development of the Lands.

7.4 Other Material Facts

(a) Remainder

The Developer intends to lease an approximately 7,500 square feet portion of the Remainder to the City of Vancouver under a long term lease for use as a branch of the Vancouver Public Library. The Developer intends that the remaining retail and commercial area of the Remainder will be leased pursuant to long term leases for general commercial uses, including the use as a grocery store in excess of 20,000 sq. ft. However, the Developer does not guarantee that the commercial uses within the Remainder will include a grocery store. Further, the Developer reserves the right to sell, lease or further subdivide the Remainder by Strata Plan.

(b) Roof Top Lease and Use of Roof for Telecommunications Equipment

All of the of the roofs of the buildings within the Development have been leased by the Developer to the Common Property Tenant pursuant to an option to lease (the "Roof Lease") registered against title to the Lands (see Section 4.3 Existing Encumbrances and Legal Notations) submitted for registration prior to filing of the Strata Plan.

The Common Property Tenant intends to enter into one or more agreements with a cablevision supplier, internet service provider, telephone or other telecommunications company pursuant to which such supplier, provider or company will have the right and opportunity to supply, install, operate, and maintain telecommunications equipment, including satellite transmission receiving devices, on the roof of the Development. Such agreement may take the form of an assignment of the Roof Lease, an easement, statutory right-of-way, or license.

Notwithstanding the Roof Lease, all costs for maintenance and operation of the roofs of the buildings within the Development will be the responsibility of the strata corporation.

(c) No Rental Pool

The Development is not part of any existing or proposed rental pool arrangement.

(d) Distribution of Strata Corporation Assets upon Winding Up

The *Strata Property Act* provides that every owner's share of the property and assets of the strata corporation in the event of its winding up will be determined on the basis of municipally assessed values, or appraised values, if there are no municipal assessments.

(e) Annual General Meetings

The *Strata Property Act* requires the Developer to hold the first annual general meeting within 6 weeks of the earlier of:

- (i) the date on which 50% plus one of the Strata Lots have been conveyed to purchasers; and,
- (ii) the date that is 9 months after the first conveyance of a Strata Lot to a purchaser.

If the first annual general meeting is not held on time, the Developer must pay the strata corporation \$1,000 for a delay of up to 30 days, and a further \$1,000 for each additional delay of 7 days.

(f) Deliveries at First Annual General Meeting

The *Strata Property Act* requires the Developer provide the following documents to the strata corporation at the first annual general meeting:

- (i) all plans required to obtain a building permit and any amendments to the building permit plans;
- (ii) any document in the Developer's possession that indicates the location of pipes, wires, cables, chutes, ducts, or other service facilities that are not shown on a plan;
- (iii) all contracts entered into by the strata corporation;
- (iv) any Disclosure Statement filed under the *Real Estate Act* and any Rental Disclosure Statement;
- (v) the registered final Strata Plan from the Land Title Office;
- (vi) the names and addresses of contractors, subcontractors and persons primarily responsible for supplying labour or materials to the Development;
- (vii) the names and addresses of any technical consultants, including building envelope specialists, if any;
- (viii) the name and address of any project manager; and
- (ix) all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturers' documentation and other similar information relating to common property or common assets.

(g) Contingency Reserve Fund

In accordance with the *Strata Property Act*, the Developer will establish a Contingency Reserve Fund by making a contribution to that fund at the time of the first conveyance of a Strata Lot to a purchaser. The contribution will be 5% of the strata corporation's Operating Budget (see Exhibit "G"), multiplied by the number of years and partial years since the deposit of the Strata Plan. The fund will be increased to 10% of the estimated operating expenses during the first annual budget period and will be required to remain at 10% each year until the amount in the contingency reserve fund is equal to at least 25% of the estimated annual operating expense, following which the strata corporation may approve a different amount.

(h) Budget Shortfall

Under the *Strata Property Act*, the Developer must pay the strata corporation's expenses up to the end of the month in which there is the first conveyance of a Strata Lot to a purchaser. After that month and before the first annual budget takes effect, if the strata corporation's expenses exceed the estimated expenses in the Interim Operating Budget (see Section 3.8 and Exhibit "G"), then the Developer must pay the excess to the strata corporation. In addition to paying the amount of the excess expenses, where those excess expenses are more than 10% or 20% of the amounts estimated in the Interim Operating Budget, the Developer must respectively pay to the strata corporation a further amount equal to two or three times the amount of the excess.

Deemed Reliance

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

Deemed Reliance

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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 ~~March~~ April 21, 2008.

Signed:

The Developer:

Signed:

REGISTERED OWNERS

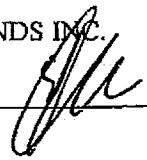
TRI EAGLE INVESTMENTS LTD.

Per:

President 

TRI POWER LANDS INC.

Per:

President 

TRI EAGLE LANDS INC.

Per:

President 

TRI EAGLE CAPITAL INC.

Per:

President 

BENEFICIAL OWNER

TRI POWER DEVELOPMENTS LIMITED
PARTNERSHIP, by its General Partners

TRI POWER DEVELOPMENTS INC.

Per:

GLOBAL COIN CORPORATION

Per:

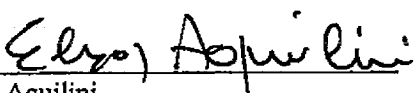
President 

AQUILINI INVESTMENT GROUP LIMITED
PARTNERSHIP, by its general partner, 638769
B.C. Ltd.

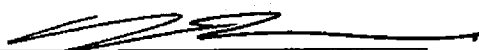
Per:


President 

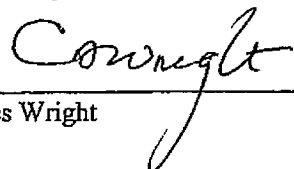
All Directors of the Developer in their personal capacities:


Elisa Aquilini

Francesco Aquilini


Luigi Aquilini


Roberto Aquilini


Charles Wright

All Directors of the Developer in their personal capacities:

Elisa Aquilini

Francesco Aquilini



Luigi Aquilini

Roberto Aquilini

Charles Wright

SOLICITOR'S CERTIFICATE

**IN THE MATTER OF the *Real Estate Development
Marketing Act* and the Disclosure Statement of**

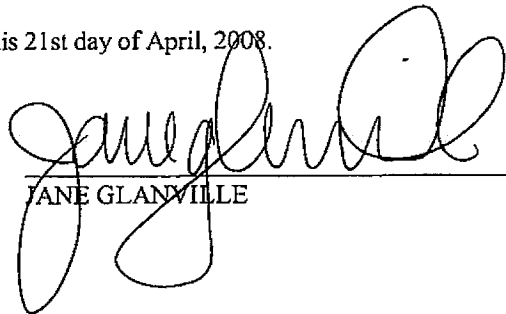
**TRI POWER DEVELOPMENTS LIMITED PARTNERSHIP
TRI EAGLE INVESTMENTS INC.
TRI POWER LANDS INC.
TRI EAGLE LANDS INC.
TRI EAGLE CAPITAL INC..**

For property described as:

City of Vancouver
Parcel Identifier: 027-216-616
Air Space Parcel 2 District Lot 352 Group 1 New Westminster
District Air Space Plan BCP31353

I, Jane Glanville, a member of the Law Society of British Columbia, having read over the above described Third Amended and Consolidated Disclosure Statement dated April 21, 2008, made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in items 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED at Vancouver in the Province of British Columbia, this 21st day of April, 2008.



JANE GLANVILLE

LIST OF EXHIBITS TO DISCLOSURE STATEMENT

- Exhibit "A" - Table of Concordance for Strata Lots
- Exhibit "B" - Air Space Subdivision Plan
- Exhibit "C" - Strata Plan
- Exhibit "D" - Property Management Agreement
- Exhibit "E" - Form V - Schedule of Unit Entitlement
- Exhibit "F" - Form J - Rental Disclosure Statement
- Exhibit "G" - Projected Operating Budget
- Exhibit "H" - Monthly Allocation of Operating Budget Among Strata Lots
- Exhibit "I" - Contract of Purchase and Sale
- Exhibit "J" - Form Y - Revised Current Bylaws of Strata Corporation

Exhibit "A"

TABLE OF CONCORDANCE OF STRATA LOTS

| Phase | Building | Original Suite Number | Strata Lot Number | NEW strata lot number | Revised Suite Number | Unit Type |
|-------|----------|-----------------------|-------------------|-----------------------|----------------------|-----------|
| 2 | NW | 201 | 394 | 1 | 201 | A-a |
| 2 | NW | 202 | 393 | 2 | 202 | C7-a |
| 2 | NW | 203 | 392 | 3 | 203 | C6-b |
| 2 | NW | 204 | 391 | 4 | 204 | C-c |
| 2 | NW | 205 | 390 | 5 | 205 | B-c |
| 2 | NW | 206 | 389 | 6 | 206 | C3-c |
| 2 | NW | 207 | 388 | 7 | 207 | C4-b |
| 2 | NW | 208 | 387 | 8 | 208 | C4-b |
| 2 | NW | 209 | 386 | 9 | 209 | C3-b |
| 2 | NW | 210 | 385 | 10 | 210 | B-b |
| 2 | NW | 211 | 384 | 11 | 211 | C-b |
| 2 | NW | 212 | 383 | 12 | 212 | C-d |
| 2 | NW | 213 | 382 | 13 | 213 | A3 |
| 2 | NW | 214 | 397 | 14 | 214 | A3-a |
| 2 | NW | 215 | 396 | 15 | 215 | B2-a |
| 2 | NW | 216 | 395 | 16 | 216 | A-a |
| 2 | NW | 301 | 400 | 17 | 301 | B4 |
| 2 | NW | 301 | 210 | 18 | 302 | A |
| 2 | NW | 302 | 211 | 19 | 303 | C7 |
| 2 | NW | 303 | 212 | 20 | 304 | C6-a |
| 2 | NW | 304 | 213 | 21 | 305 | C-a(b) |
| 2 | NW | 305 | 214 | 22 | 306 | B |
| 2 | NW | 306 | 215 | 23 | 307 | C3-a(b) |
| 2 | NW | 307 | 216 | 24 | 308 | C4-a |
| 2 | NW | 308 | 217 | 25 | 309 | C4-a |
| 2 | NW | 309 | 218 | 26 | 310 | C3-a |
| 2 | NW | 310 | 219 | 27 | 311 | B |
| 2 | NW | 311 | 220 | 28 | 312 | C-a |
| 2 | NW | 312 | 221 | 29 | 313 | C-a |
| 2 | NE | 313 | 222 | 30 | 314 | C2 |
| 2 | NE | 314 | 223 | 31 | 315 | C2 |
| 2 | NE | 323 | 232 | 40 | 316 | B3 |
| 2 | NE | 324 | 233 | 41 | 317 | B3-a |
| 2 | NE | 325 | 234 | 42 | 318 | B3 |
| 2 | NW | 326 | 235 | 43 | 319 | B2-b |
| 2 | NW | 327 | 236 | 44 | 320 | A |
| 2 | NW | 321 | 401 | 45 | 321 | B4 |
| 2 | NE | 317 | 226 | 34 | 351 | A2 |
| 2 | NE | 318 | 227 | 35 | 352 | B5 |
| 2 | NE | 319 | 228 | 36 | 353 | C5 |
| 2 | NE | 320 | 229 | 37 | 354 | B2-c |
| 2 | NE | 321 | 230 | 38 | 355 | B-a |
| 2 | NE | 322 | 231 | 39 | 356 | B2 |

| | | | | | | |
|---|----|-----|-----|----|-----|--------|
| 2 | NE | 315 | 224 | 32 | 357 | C-a |
| 2 | NE | 316 | 225 | 33 | 358 | C-a(e) |
| 2 | NW | 401 | 265 | 46 | 401 | B4 |
| 2 | NW | 402 | 237 | 47 | 402 | A |
| 2 | NW | 403 | 238 | 48 | 403 | C7 |
| 2 | NW | 404 | 239 | 49 | 404 | C6-a |
| 2 | NW | 405 | 240 | 50 | 405 | C-a |
| 2 | NW | 406 | 241 | 51 | 406 | B |
| 2 | NW | 407 | 242 | 52 | 407 | C3-a |
| 2 | NW | 408 | 243 | 53 | 408 | C4-a |
| 2 | NW | 409 | 244 | 54 | 409 | C4-a |
| 2 | NW | 410 | 245 | 55 | 410 | C3-a |
| 2 | NW | 411 | 246 | 56 | 411 | B |
| 2 | NW | 412 | 247 | 57 | 412 | C-a |
| 2 | NW | 413 | 248 | 58 | 413 | C-a |
| 2 | NE | 414 | 249 | 59 | 414 | C2 |
| 2 | NE | 415 | 250 | 60 | 415 | C2 |
| 2 | NE | 424 | 259 | 69 | 416 | B3 |
| 2 | NE | 425 | 260 | 70 | 417 | B3-a |
| 2 | NE | 426 | 261 | 71 | 418 | B3 |
| 2 | NW | 427 | 262 | 72 | 419 | B2-b |
| 2 | NW | 428 | 263 | 73 | 420 | A |
| 2 | NW | 429 | 264 | 74 | 421 | B4 |
| 2 | NE | 418 | 253 | 63 | 451 | A2 |
| 2 | NE | 419 | 254 | 64 | 452 | B5 |
| 2 | NE | 420 | 255 | 65 | 453 | C5 |
| 2 | NE | 421 | 256 | 66 | 454 | B2-c |
| 2 | NE | 422 | 257 | 67 | 455 | B-a |
| 2 | NE | 423 | 258 | 68 | 456 | B2 |
| 2 | NE | 416 | 251 | 61 | 457 | C |
| 2 | NE | 417 | 252 | 62 | 458 | C(e) |
| 2 | NW | 501 | 287 | 75 | 501 | B4 |
| 2 | NW | 502 | 266 | 76 | 502 | A |
| 2 | NW | 503 | 267 | 77 | 503 | C7 |
| 2 | NW | 504 | 268 | 78 | 504 | C6 |
| 2 | NW | 505 | 269 | 79 | 505 | C |
| 2 | NW | 506 | 270 | 80 | 506 | B |
| 2 | NW | 507 | 271 | 81 | 507 | C3 |
| 2 | NW | 508 | 272 | 82 | 508 | C4 |
| 2 | NW | 509 | 273 | 83 | 509 | C4 |
| 2 | NW | 510 | 274 | 84 | 510 | C3 |
| 2 | NW | 511 | 275 | 85 | 511 | B |
| 2 | NW | 512 | 276 | 86 | 512 | C |
| 2 | NW | 513 | 277 | 87 | 513 | D |
| 2 | NW | 520 | 284 | 94 | 514 | C8 |
| 2 | NW | 521 | 285 | 95 | 515 | A |
| 2 | NW | 522 | 286 | 96 | 516 | B4 |

| | | | | | | |
|---|----|-----|-----|-----|-----|-------|
| 2 | NE | 516 | 280 | 90 | 551 | PH-A |
| 2 | NE | 517 | 281 | 91 | 552 | B2-c |
| 2 | NE | 518 | 282 | 92 | 553 | B-a |
| 2 | NE | 519 | 283 | 93 | 554 | C8-a |
| 2 | NE | 514 | 278 | 88 | 555 | PH-G |
| 2 | NE | 515 | 279 | 89 | 556 | PH-F |
| 2 | NW | 601 | 303 | 97 | 601 | B4 |
| 2 | NW | 602 | 288 | 98 | 602 | A |
| 2 | NW | 603 | 289 | 99 | 603 | C7 |
| 2 | NW | 604 | 290 | 100 | 604 | C6 |
| 2 | NW | 605 | 291 | 101 | 605 | C |
| 2 | NW | 606 | 292 | 102 | 606 | B |
| 2 | NW | 607 | 293 | 103 | 607 | C3 |
| 2 | NW | 608 | 294 | 104 | 608 | PH-B |
| 2 | NW | 609 | 295 | 105 | 609 | PH-B |
| 2 | NW | 610 | 296 | 106 | 610 | C3 |
| 2 | NW | 611 | 297 | 107 | 611 | B |
| 2 | NW | 612 | 298 | 108 | 612 | C |
| 2 | NW | 613 | 299 | 109 | 613 | C6 |
| 2 | NW | 614 | 300 | 110 | 614 | C7 |
| 2 | NW | 615 | 301 | 111 | 615 | A |
| 2 | NW | 616 | 302 | 112 | 616 | B4 |
| 2 | NW | 701 | 315 | 113 | 701 | B4 |
| 2 | NW | 702 | 304 | 114 | 702 | A |
| 2 | NW | 703 | 305 | 115 | 703 | PH-E |
| 2 | NW | 704 | 306 | 116 | 704 | PH-D |
| 2 | NW | 705 | 307 | 117 | 705 | PH-C |
| 2 | NW | 706 | 308 | 118 | 706 | C9 |
| 2 | NW | 707 | 309 | 119 | 707 | C9 |
| 2 | NW | 708 | 310 | 120 | 708 | PH-C |
| 2 | NW | 709 | 311 | 121 | 709 | PH-D |
| 2 | NW | 710 | 312 | 122 | 710 | PH-E |
| 2 | NW | 711 | 313 | 123 | 711 | A |
| 2 | NW | 712 | 314 | 124 | 712 | B4 |
| 2 | NW | 801 | 322 | 131 | 801 | B6 |
| 2 | NW | 802 | 316 | 125 | 802 | C10 |
| 2 | NW | 803 | 317 | 126 | 803 | B7 |
| 2 | NW | 804 | 318 | 127 | 804 | C9 |
| 2 | NW | 805 | 319 | 128 | 805 | C9 |
| 2 | NW | 806 | 320 | 129 | 806 | B7 |
| 2 | NW | 807 | 321 | 130 | 807 | C10-a |
| 2 | NW | 901 | 329 | 138 | 901 | B6 |
| 2 | NW | 902 | 323 | 132 | 902 | C10 |
| 2 | NW | 903 | 324 | 133 | 903 | B7 |
| 2 | NW | 904 | 325 | 134 | 904 | C9 |
| 2 | NW | 905 | 326 | 135 | 905 | C9 |
| 2 | NW | 906 | 327 | 136 | 906 | B7 |

| | | | | | | |
|---|----|------|-----|-----|------|-------|
| 2 | NW | 907 | 328 | 137 | 907 | C10-a |
| 2 | NW | 1001 | 336 | 145 | 1001 | B6 |
| 2 | NW | 1002 | 330 | 139 | 1002 | C10 |
| 2 | NW | 1003 | 331 | 140 | 1003 | B7 |
| 2 | NW | 1004 | 332 | 141 | 1004 | C9 |
| 2 | NW | 1005 | 333 | 142 | 1005 | C9 |
| 2 | NW | 1006 | 334 | 143 | 1006 | B7 |
| 2 | NW | 1007 | 335 | 144 | 1007 | C10-a |
| 2 | NW | 1101 | 343 | 152 | 1101 | B6 |
| 2 | NW | 1102 | 337 | 146 | 1102 | C10 |
| 2 | NW | 1103 | 338 | 147 | 1103 | B7 |
| 2 | NW | 1104 | 339 | 148 | 1104 | C9 |
| 2 | NW | 1105 | 340 | 149 | 1105 | C9 |
| 2 | NW | 1106 | 341 | 150 | 1106 | B7 |
| 2 | NW | 1107 | 342 | 151 | 1107 | C10-a |
| 2 | NW | 1201 | 350 | 159 | 1201 | B6 |
| 2 | NW | 1202 | 344 | 153 | 1202 | C10 |
| 2 | NW | 1203 | 345 | 154 | 1203 | B7 |
| 2 | NW | 1204 | 346 | 155 | 1204 | C9 |
| 2 | NW | 1205 | 347 | 156 | 1205 | C9 |
| 2 | NW | 1206 | 348 | 157 | 1206 | B7 |
| 2 | NW | 1207 | 349 | 158 | 1207 | C10-a |
| 2 | NW | 1301 | 357 | 166 | 1301 | B6 |
| 2 | NW | 1302 | 351 | 160 | 1302 | C10 |
| 2 | NW | 1303 | 352 | 161 | 1303 | B7 |
| 2 | NW | 1304 | 353 | 162 | 1304 | C9 |
| 2 | NW | 1305 | 354 | 163 | 1305 | C9 |
| 2 | NW | 1306 | 355 | 164 | 1306 | B7 |
| 2 | NW | 1307 | 356 | 165 | 1307 | C10-a |
| 2 | NW | 1401 | 364 | 173 | 1401 | B6 |
| 2 | NW | 1402 | 358 | 167 | 1402 | C10 |
| 2 | NW | 1403 | 359 | 168 | 1403 | B7 |
| 2 | NW | 1404 | 360 | 169 | 1404 | C9 |
| 2 | NW | 1405 | 361 | 170 | 1405 | C9 |
| 2 | NW | 1406 | 362 | 171 | 1406 | B7 |
| 2 | NW | 1407 | 363 | 172 | 1407 | C10-a |
| 2 | NW | 1501 | 371 | 180 | 1501 | B6 |
| 2 | NW | 1502 | 365 | 174 | 1502 | C10 |
| 2 | NW | 1503 | 366 | 175 | 1503 | B7 |
| 2 | NW | 1504 | 367 | 176 | 1504 | C9 |
| 2 | NW | 1505 | 368 | 177 | 1505 | C9 |
| 2 | NW | 1506 | 369 | 178 | 1506 | B7 |
| 2 | NW | 1507 | 370 | 179 | 1507 | C10-a |
| 2 | NW | | | 187 | 1601 | B6 |
| 2 | NW | | | 181 | 1602 | C10 |
| 2 | NW | | | 182 | 1603 | B7 |
| 2 | NW | | | 183 | 1604 | C9 |

| | | | | | | |
|---|----|------|-----|-----|------|-------|
| 2 | NW | | | 184 | 1605 | C9 |
| 2 | NW | | | 185 | 1606 | B7 |
| 2 | NW | | | 186 | 1607 | C10-a |
| 2 | NW | 1601 | 376 | 192 | 1701 | D2 |
| 2 | NW | 1602 | 372 | 188 | 1702 | C11 |
| 2 | NW | 1603 | 373 | 189 | 1703 | C9-a |
| 2 | NW | 1604 | 374 | 190 | 1704 | C9-a |
| 2 | NW | 1605 | 375 | 191 | 1705 | C11-a |

AIR SPACE PLAN OF PART OF LOT 1, BLOCKS 1 AND 3,
DISTRICT LOT 332, GROUP 1, NEW WESTMINSTER DISTRICT,
PLAN BCP11581.

PURSUANT TO SECTION 144 OF THE LAND TITLE ACT,
B.C.O.S. 920-025

SCALE 1:500
1" = 50'

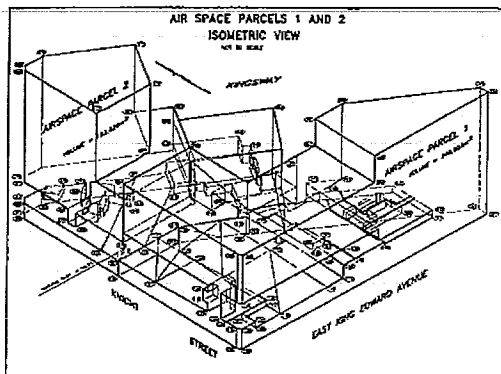
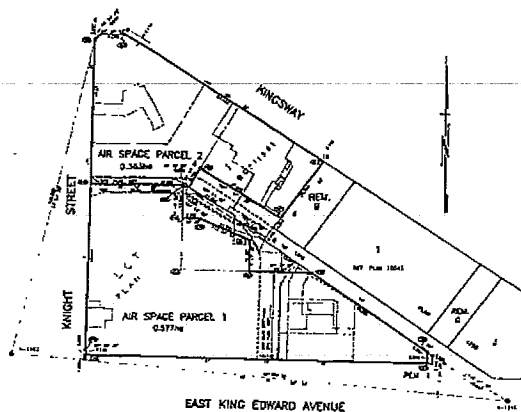
EXHIBIT "B"

AIR SPACE SUBDIVISION PLAN

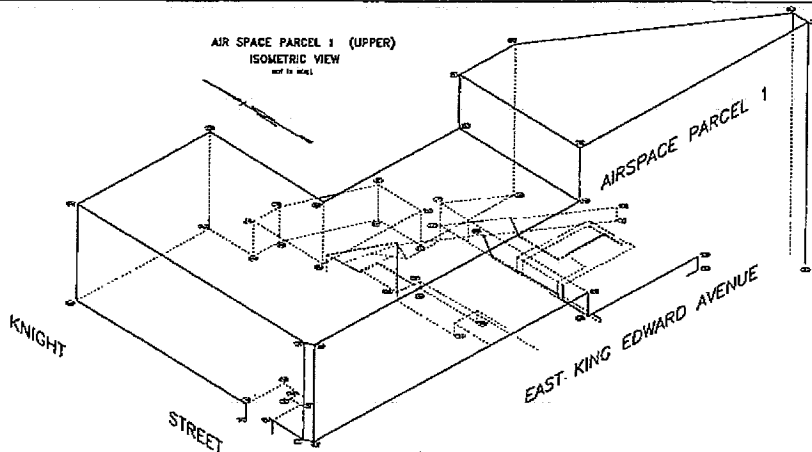
SHEET 1 OF 2

PLAN BCP11513

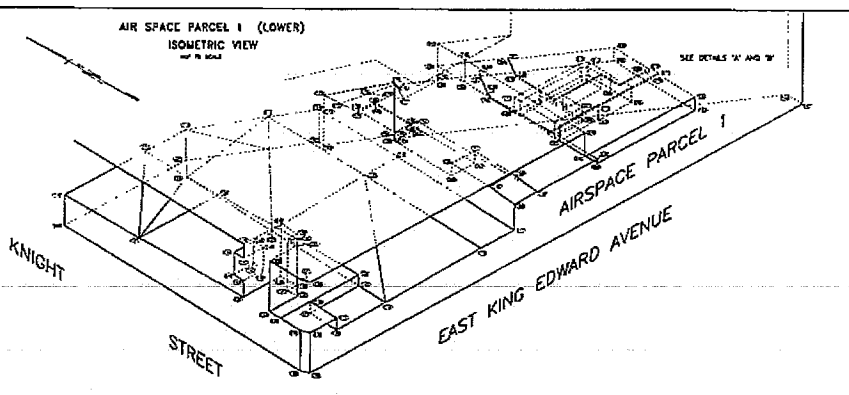
APPROVED BY THE LAND TITLE OFFICE
ON 12/10/2013 BY 1017
10/12/2013
2831401



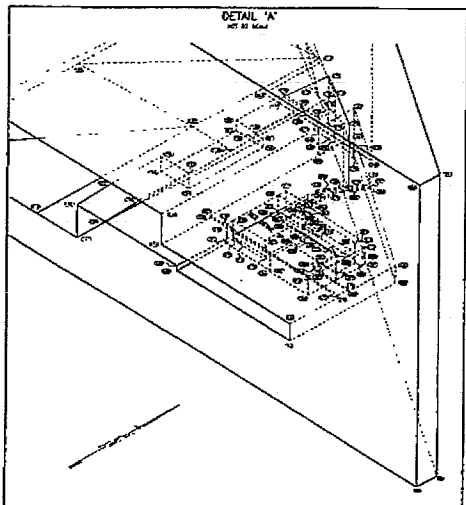
AIR SPACE PARCEL 1 (UPPER)
ISOMETRIC VIEW
NOT TO SCALE



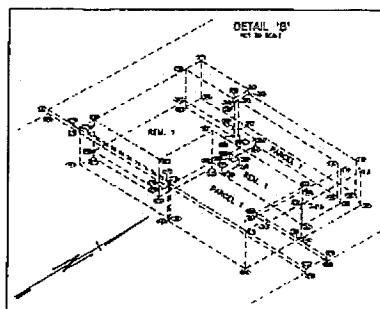
AIR SPACE PARCEL 1 (LOWER)
ISOMETRIC VIEW
NOT TO SCALE



DETAIL 'A'
NOT TO SCALE



DETAIL 'B'
NOT TO SCALE



LEGEND

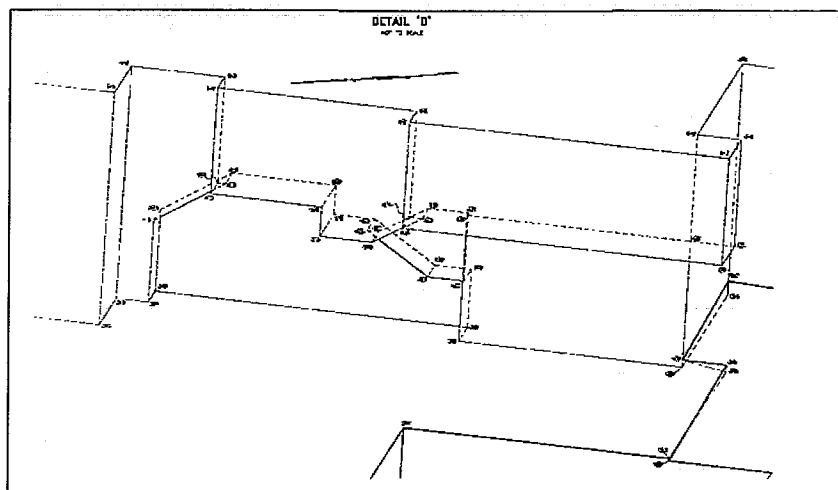
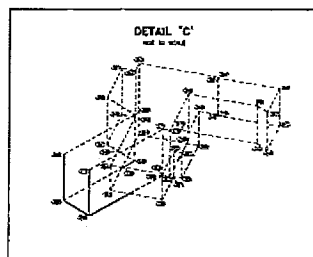
1. AIR SPACE PARCEL 1 (UPPER)
2. AIR SPACE PARCEL 1 (LOWER)
3. AIR SPACE PARCEL 2

4. AIR SPACE PARCEL 1 (UPPER) - 10' HIGH
5. AIR SPACE PARCEL 1 (LOWER) - 10' HIGH
6. AIR SPACE PARCEL 2 - 10' HIGH

7. AIR SPACE PARCEL 1 (UPPER) - 10' HIGH
8. AIR SPACE PARCEL 1 (LOWER) - 10' HIGH
9. AIR SPACE PARCEL 2 - 10' HIGH

10. AIR SPACE PARCEL 1 (UPPER) - 10' HIGH
11. AIR SPACE PARCEL 1 (LOWER) - 10' HIGH
12. AIR SPACE PARCEL 2 - 10' HIGH

13. AIR SPACE PARCEL 1 (UPPER) - 10' HIGH
14. AIR SPACE PARCEL 1 (LOWER) - 10' HIGH
15. AIR SPACE PARCEL 2 - 10' HIGH



| AIR SPACE PARCEL 1 TABLE OF COORDINATES | | | | | | | | | |
|---|------|-----|-----------------|----------|------------|------------|------------|------------|------------|
| LINE | FROM | TO | BEARING | DISTANCE | COORDINATE | COORDINATE | COORDINATE | COORDINATE | COORDINATE |
| | | | | | NORTH | EAST | SOUTH | WEST | HEIGHT |
| 1 | 1 | 2 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2 | 2 | 3 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 3 | 3 | 4 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 4 | 4 | 5 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 5 | 5 | 6 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 6 | 6 | 7 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 7 | 7 | 8 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 8 | 8 | 9 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 9 | 9 | 10 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 10 | 10 | 11 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 11 | 11 | 12 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 12 | 12 | 13 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 13 | 13 | 14 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 14 | 14 | 15 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 15 | 15 | 16 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 16 | 16 | 17 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 17 | 17 | 18 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 18 | 18 | 19 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 19 | 19 | 20 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 20 | 20 | 21 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 21 | 21 | 22 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | 22 | 23 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 23 | 23 | 24 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 24 | 24 | 25 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 25 | 25 | 26 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 26 | 26 | 27 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 27 | 27 | 28 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 28 | 28 | 29 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 29 | 29 | 30 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 30 | 30 | 31 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 31 | 31 | 32 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 32 | 32 | 33 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 33 | 33 | 34 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 34 | 34 | 35 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 35 | 35 | 36 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 36 | 36 | 37 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 37 | 37 | 38 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 38 | 38 | 39 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 39 | 39 | 40 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 40 | 40 | 41 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 41 | 41 | 42 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 42 | 42 | 43 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 43 | 43 | 44 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 44 | 44 | 45 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 45 | 45 | 46 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 46 | 46 | 47 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 47 | 47 | 48 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 48 | 48 | 49 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 49 | 49 | 50 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 50 | 50 | 51 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 51 | 51 | 52 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 52 | 52 | 53 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 53 | 53 | 54 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 54 | 54 | 55 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 55 | 55 | 56 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 56 | 56 | 57 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 57 | 57 | 58 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 58 | 58 | 59 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 59 | 59 | 60 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 60 | 60 | 61 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 61 | 61 | 62 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 62 | 62 | 63 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 63 | 63 | 64 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 64 | 64 | 65 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 65 | 65 | 66 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 66 | 66 | 67 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 67 | 67 | 68 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 68 | 68 | 69 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 69 | 69 | 70 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 70 | 70 | 71 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 71 | 71 | 72 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 72 | 72 | 73 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 73 | 73 | 74 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 74 | 74 | 75 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 75 | 75 | 76 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 76 | 76 | 77 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 77 | 77 | 78 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 78 | 78 | 79 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 79 | 79 | 80 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 80 | 80 | 81 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 81 | 81 | 82 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 82 | 82 | 83 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 83 | 83 | 84 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 84 | 84 | 85 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 85 | 85 | 86 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 86 | 86 | 87 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 87 | 87 | 88 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 88 | 88 | 89 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 89 | 89 | 90 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 90 | 90 | 91 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 91 | 91 | 92 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 92 | 92 | 93 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 93 | 93 | 94 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 94 | 94 | 95 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 95 | 95 | 96 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 96 | 96 | 97 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 97 | 97 | 98 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 98 | 98 | 99 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 99 | 99 | 100 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 100 | 100 | 101 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 101 | 101 | 102 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 102 | 102 | 103 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 103 | 103 | 104 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 104 | 104 | 105 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 105 | 105 | 106 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 106 | 106 | 107 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 107 | 107 | 108 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 108 | 108 | 109 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 109 | 109 | 110 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 110 | 110 | 111 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 111 | 111 | 112 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 112 | 112 | 113 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 113 | 113 | 114 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 114 | 114 | 115 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 115 | 115 | 116 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 116 | 116 | 117 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 117 | 117 | 118 | N 00° 00' 00" E | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 118 | 118 | 119 | S 00° 00' 00" E | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 |
| 119 | 119 | 120 | S 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 |
| 120 | 120 | 121 | N 00° 00' 00" W | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 121 | 121 | 122 | N 00° 00' 00" E | 100.00 | 100.00 | 0 | | | |

[illegible][illegible][illegible][illegible][illegible][illegible]

HONORABLE
MEMBER OF CONGRESS

[Signature]

U.S. HOUSE OF REPRESENTATIVES
WASHINGTON, D.C.

[Address]

[City, State, Zip]

STRATA PLAN OF AIR SPACE
PARCEL 2, DL 352, GROUP 1,
NWD, AIR SPACE PLAN BCP31353
BCGS 92G-025

STRATA PLAN BCS

DEPOSITED AND REGISTERED IN THE LAND
TITLE OFFICE AT NEW WESTMINSTER, B.C.
THIS DAY OF , 2008.

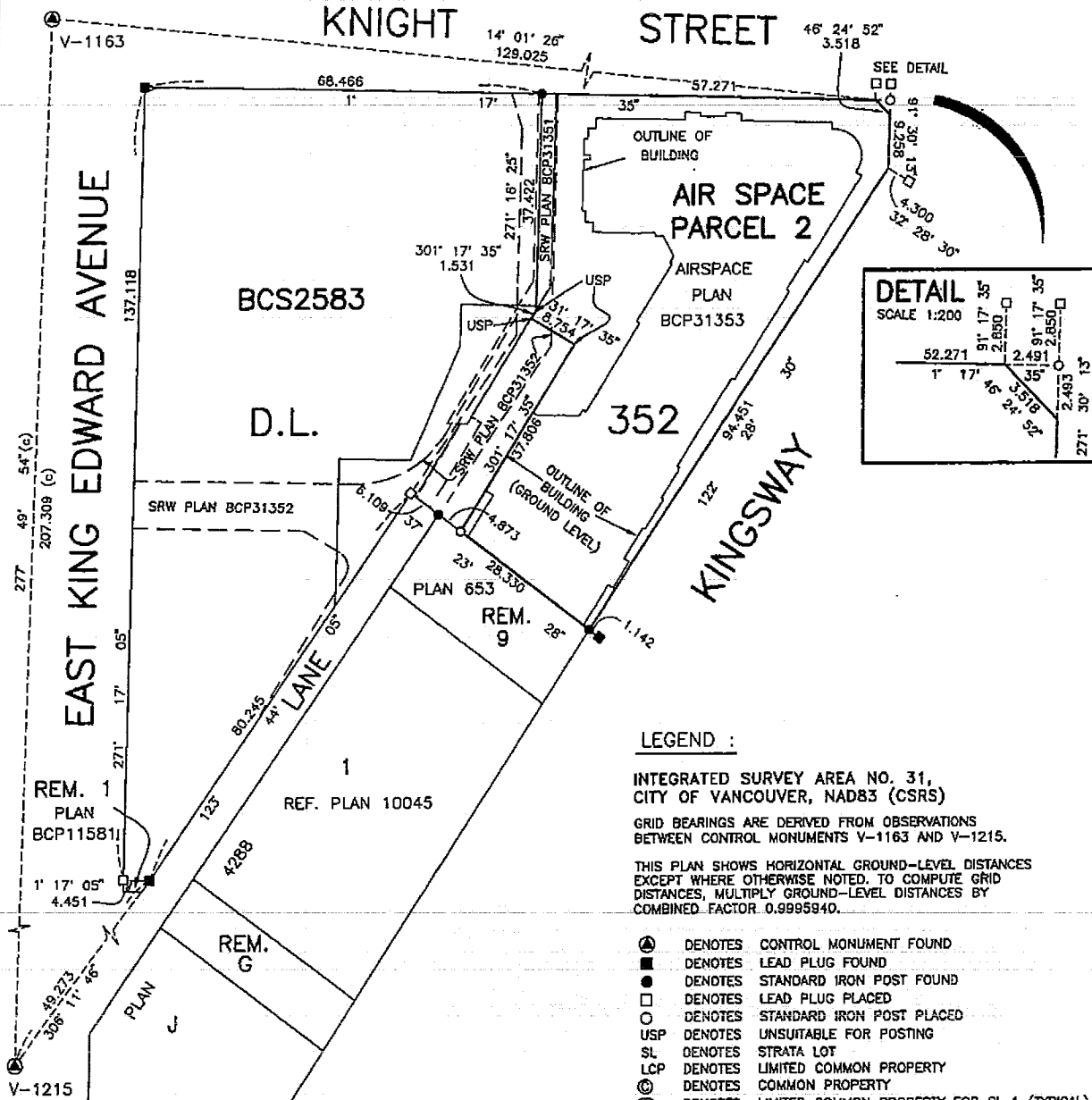
SCALE 1:750

10m 0 10 20m

CIVIC ADDRESS

4028 KNIGHT STREET, VANCOUVER

REGISTRAR



LEGEND :

INTEGRATED SURVEY AREA NO. 31,
CITY OF VANCOUVER, NAD83 (CSRS)GRID BEARINGS ARE DERIVED FROM OBSERVATIONS
BETWEEN CONTROL MONUMENTS V-1163 AND V-1215.THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES
EXCEPT WHERE OTHERWISE NOTED. TO COMPUTE GRID
DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY
COMBINED FACTOR 0.9995840.

- | | | |
|-----|---------|--|
| ● | DENOTES | CONTROL MONUMENT FOUND |
| ■ | DENOTES | LEAD PLUG FOUND |
| ● | DENOTES | STANDARD IRON POST FOUND |
| □ | DENOTES | LEAD PLUG PLACED |
| ○ | DENOTES | STANDARD IRON POST PLACED |
| USP | DENOTES | UNSUITABLE FOR POSTING |
| SL | DENOTES | STRATA LOT |
| LCP | DENOTES | LIMITED COMMON PROPERTY |
| ⊙ | DENOTES | COMMON PROPERTY |
| ① | DENOTES | LIMITED COMMON PROPERTY FOR SL 1 (TYPICAL) |
| B | DENOTES | BALCONY |
| P | DENOTES | PATIO |
| T | DENOTES | TERRACE |
| V | DENOTES | VENT COMMON |
| E | DENOTES | ELECTRIC ROOM COMMON |

THIS STRATA PLAN CONTAINS LIMITED COMMON PROPERTY
ACCORDING TO SECTION 73 (o)(1) OF THE STRATA PROPERTY ACT.

STRATA LOT BOUNDARIES ARE TO:

- CENTRE LINE OF WALL BETWEEN ADJACENT UNITS.
- CENTRE LINE OF WALL BETWEEN UNITS AND COMMON PROPERTY.
- OUTSIDE FACE OF SHEETING ON EXTERNAL STUD WALLS OR CENTRE OF GLASS WINDOWS.
- EXTERNAL FACE OF CONCRETE MASS WALLS.

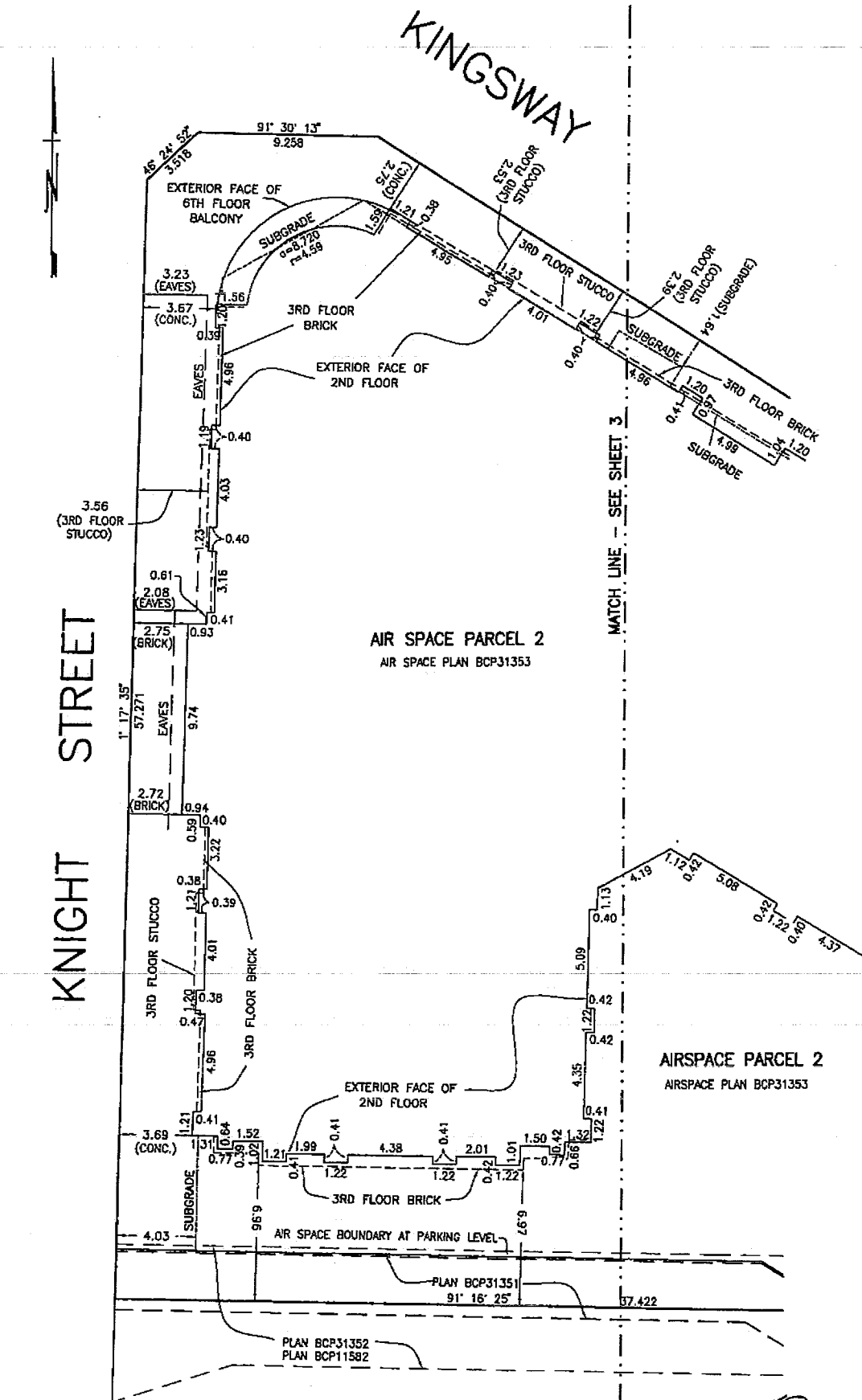
ALL PATIOS, BALCONIES AND ROOF DECKS ARE DEFINED AS TO HEIGHT
BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE
THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF A STRATA LOT
WITHIN THE SAME BUILDING, UNLESS OTHERWISE INDICATED.UNDERHILL & UNDERHILL
PROFESSIONAL LAND SURVEYORS
210A - 3430 BRIGHTON AVENUE
BURNABY, B.C. V5A 3H4
TEL: (604) 732-3384THIS PLAN LIES WITHIN THE
GREATER VANCOUVER REGIONAL DISTRICT.I, T.D. CONNOLLY, A BRITISH COLUMBIA LAND SURVEYOR,
OF THE CITY OF BURNABY, IN BRITISH COLUMBIA, CERTIFY THAT I WAS
PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED
BY THIS PLAN, AND THAT THE SURVEY AND PLAN ARE CORRECT.
THE FIELD SURVEY WAS COMPLETED ON THE 9TH DAY OF APRIL, 2008
THE PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST FILED
UNDER #79534, ON THE 14TH DAY OF APRIL, 2008.

B.C.L.S.

STRATA PLAN BCS

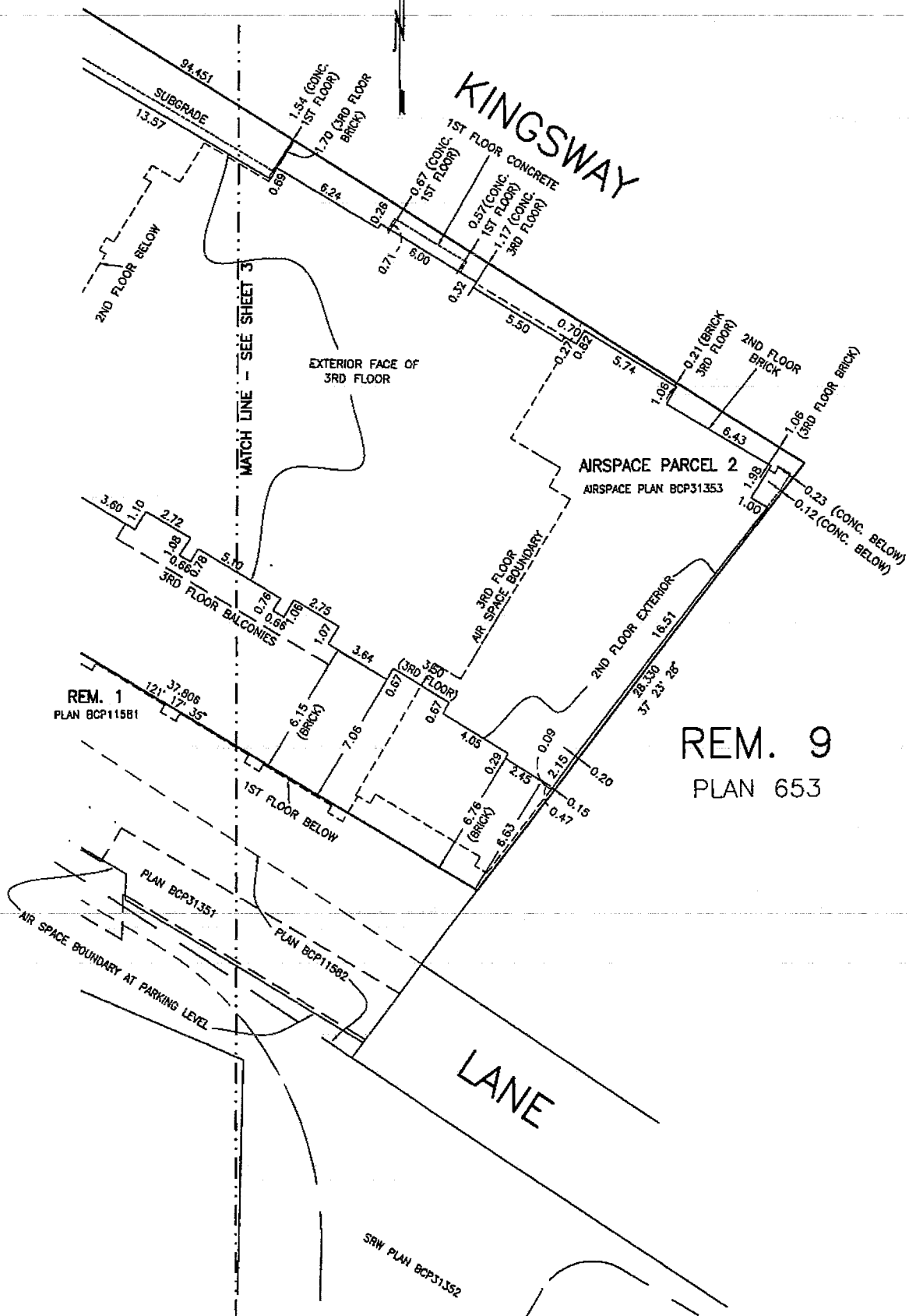
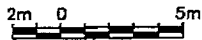
SCALE 1:200

2m 0 5m

A horizontal scale bar with alternating black and white segments. It is labeled with '2m' at the left end, '0' in the middle, and '5m' at the right end. Above the bar, the text 'SCALE 1:200' is written.

STRATA PLAN BCS

SCALE 1:200



STRATA PLAN BCS

OWNER:

TRI EAGLE INVESTMENTS INC.
(AS TO AN UNDIVIDED 1595236/8962000 INTEREST)

NAME _____
AUTHORIZED SIGNATORY

NAME _____
AUTHORIZED SIGNATORY

WITNESS AS TO (BOTH) ABOVE SIGNATURE(S)

NAME _____

ADDRESS _____

OCCUPATION _____

OWNER:

TRI EAGLE CAPITAL INC.
(AS TO AN UNDIVIDED 2703835/8962000 INTEREST)

NAME _____
AUTHORIZED SIGNATORY

NAME _____
AUTHORIZED SIGNATORY

WITNESS AS TO (BOTH) ABOVE SIGNATURE(S)

NAME _____

ADDRESS _____

OCCUPATION _____

MORTGAGEE:

BCIMC CONSTRUCTION FUND CORPORATION

NAME _____
AUTHORIZED SIGNATORY

NAME _____
AUTHORIZED SIGNATORY

WITNESS AS TO (BOTH) ABOVE SIGNATURE(S)

NAME _____

ADDRESS _____

OCCUPATION _____

OWNER:

TRI POWER LANDS INC.
(AS TO AN UNDIVIDED 1959094/8962000 INTEREST)

NAME _____
AUTHORIZED SIGNATORY

NAME _____
AUTHORIZED SIGNATORY

WITNESS AS TO (BOTH) ABOVE SIGNATURE(S)

NAME _____

ADDRESS _____

OCCUPATION _____

OWNER:

TRI EAGLE LANDS INC.
(AS TO AN UNDIVIDED 2703835/8962000 INTEREST)

NAME _____
AUTHORIZED SIGNATORY

NAME _____
AUTHORIZED SIGNATORY

WITNESS AS TO (BOTH) ABOVE SIGNATURE(S)

NAME _____

ADDRESS _____

OCCUPATION _____

MORTGAGEE:

TRAVELERS GUARANTEE COMPANY OF CANADA

NAME _____
AUTHORIZED SIGNATORY

NAME _____
AUTHORIZED SIGNATORY

WITNESS AS TO (BOTH) ABOVE SIGNATURE(S)

NAME _____

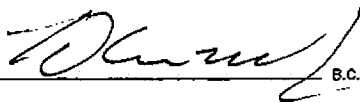
ADDRESS _____

OCCUPATION _____

STRATA PLAN BCS

ENDORSEMENT OF NONOCCUPANCY

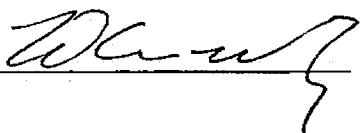
I, T.D. CONNOLLY, A BRITISH COLUMBIA LAND
SURVEYOR, CERTIFY THAT THE BUILDINGS
INCLUDED IN THIS STRATA PLAN HAVE NOT,
AS OF _____, BEEN PREVIOUSLY OCCUPIED.


B.C.L.S.

I, T.D. CONNOLLY, A BRITISH COLUMBIA LAND SURVEYOR CERTIFY:

1. THAT THE BUILDINGS SHOWN ON THIS STRATA PLAN ARE WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE THE STRATA PLAN.
2. THAT CERTAIN PARTS OF THE BUILDINGS ARE NOT WITHIN THE EXTERNAL BOUNDARIES BUT APPROPRIATE AND NECESSARY EASEMENTS OR OTHER INTERESTS ARE REGISTERED UNDER NO. _____ AND NO. _____, AS SET OUT IN SECTION 244(1)(f) OF THE STRATA PROPERTY ACT.

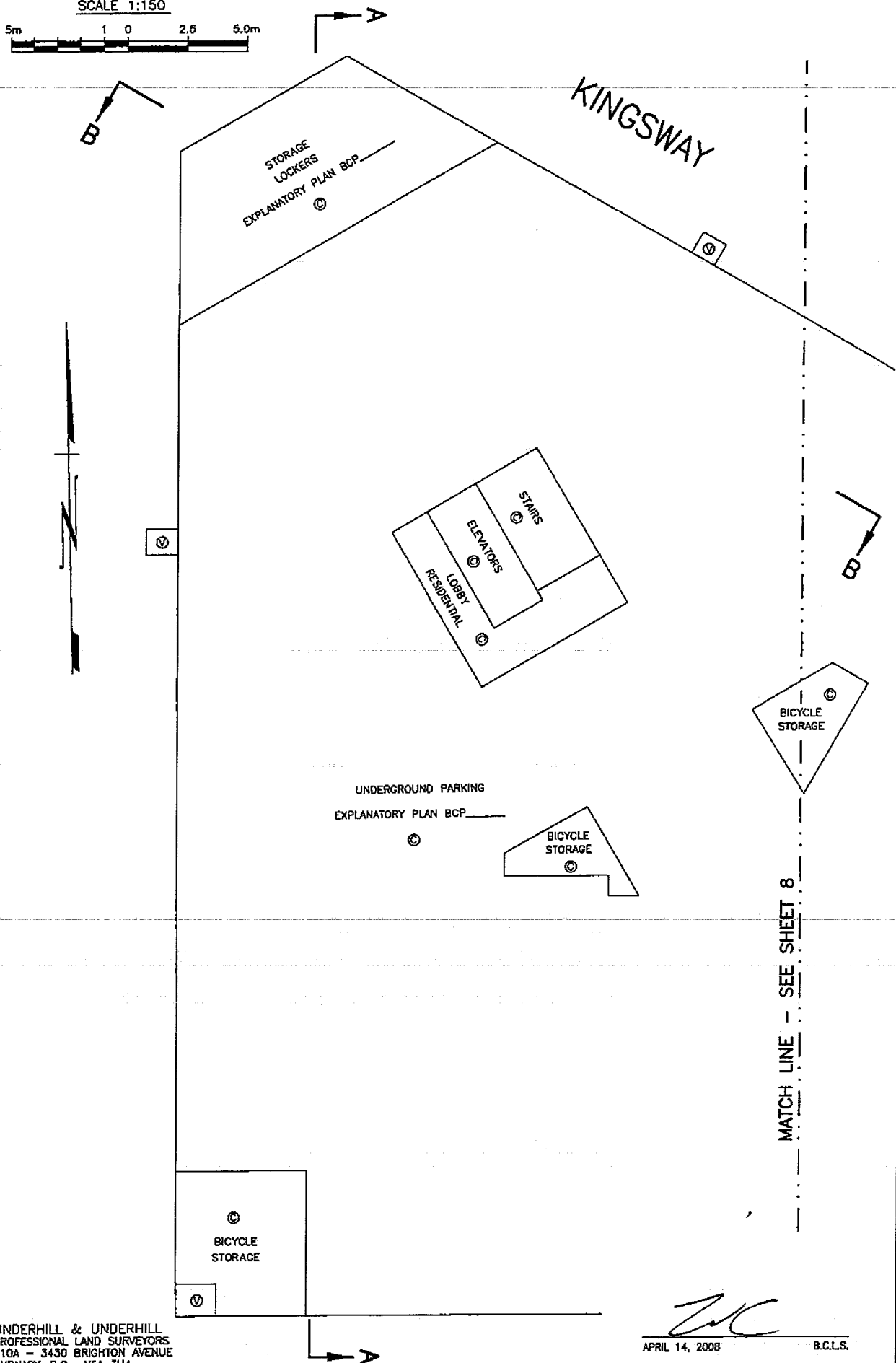
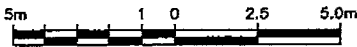
APRIL 14, 2008


B.C.L.S.

PARKING LEVEL 4

STRATA PLAN BCS

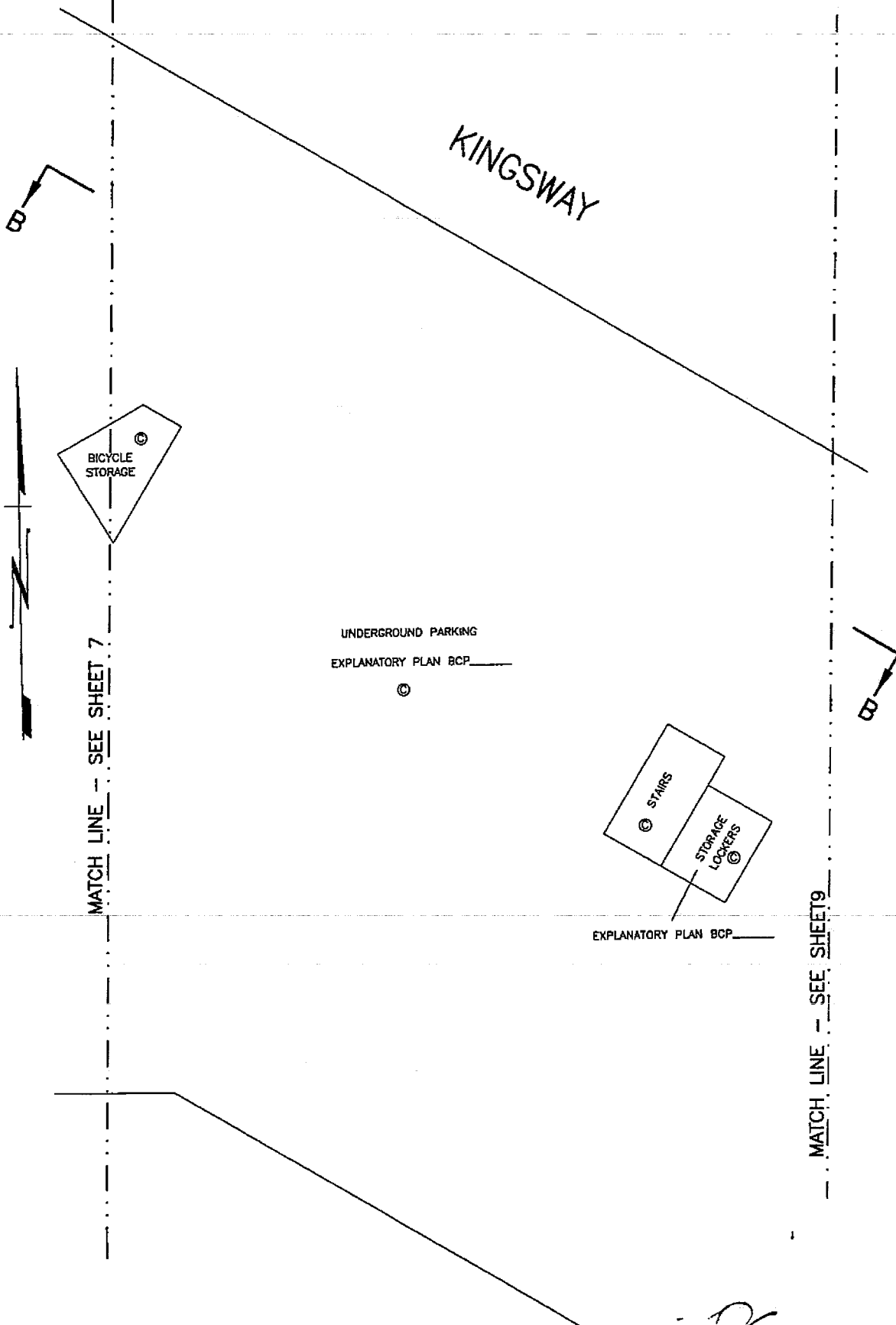
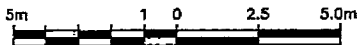
SCALE 1:150



PARKING LEVEL 4

STRATA PLAN BCS

SCALE 1:150



UNDERHILL & UNDERHILL
 PROFESSIONAL LAND SURVEYORS
 210A - 3430 BRIGHTON AVENUE
 BURNABY, B.C. V5A 3H4
 TEL: (604) 732-3384

ST. 5-258

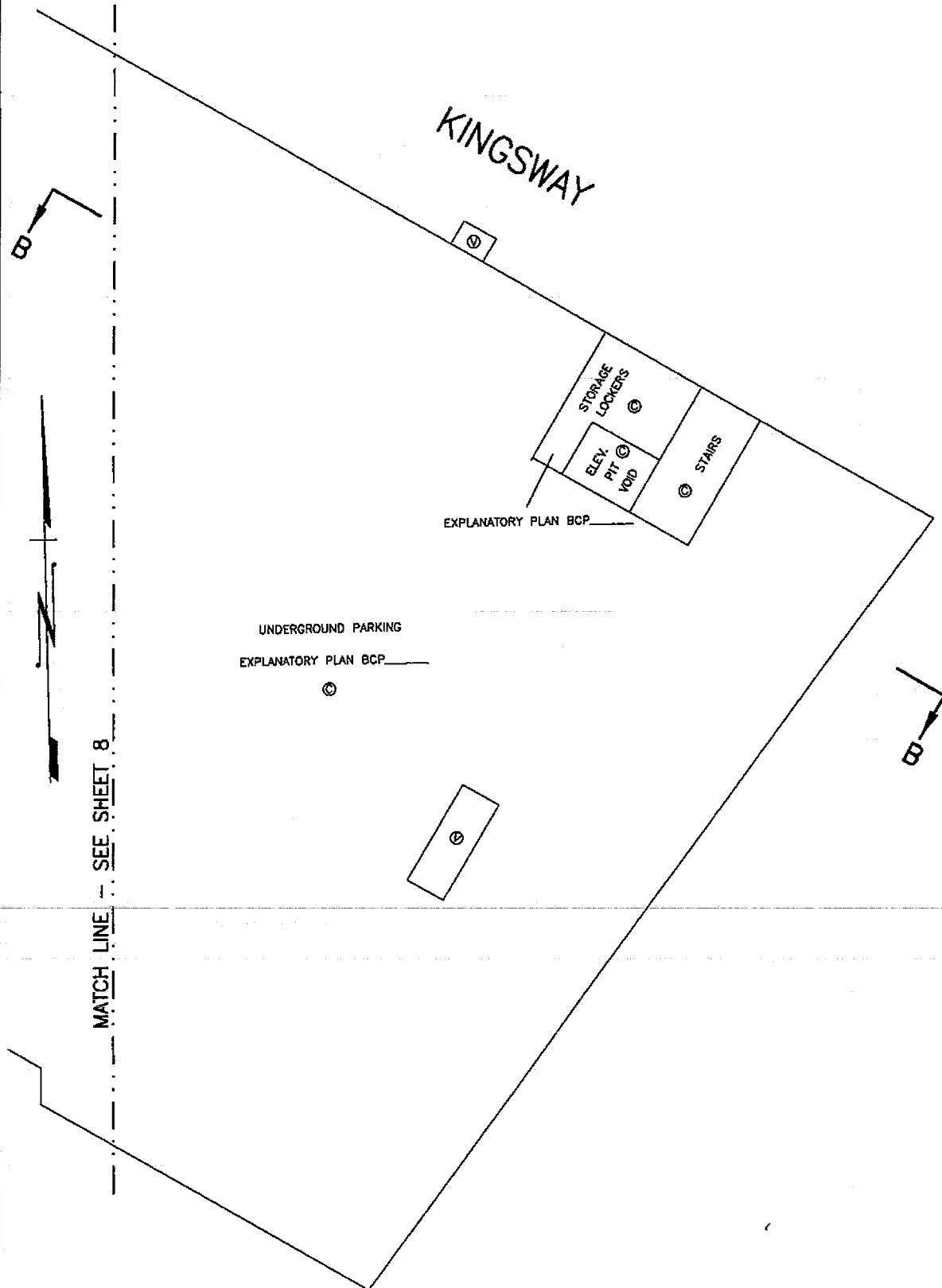
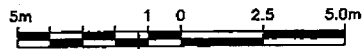
APRIL 14, 2008

B.C.L.S.

PARKING LEVEL 4

STRATA PLAN BCS

SCALE 1:150

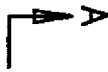


PARKING LEVEL 3

STRATA PLAN BCS

SCALE 1:150

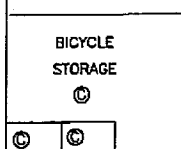
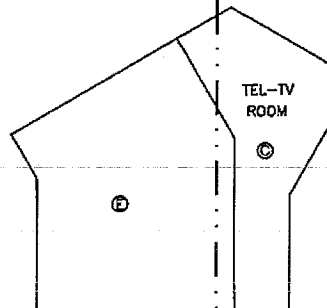
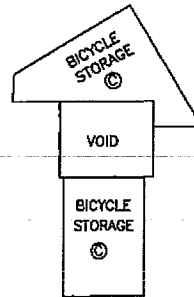
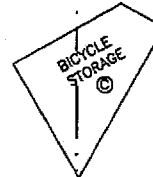
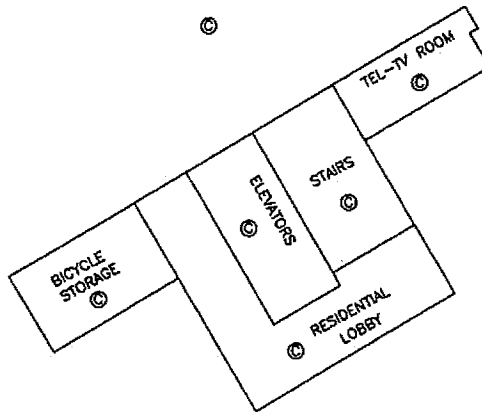
5m 1 0 2.5 5.0m



KINGSWAY

BICYCLE
STORAGEBICYCLE
STORAGEUNDERGROUND PARKING
EXPLANATORY PLAN BCP

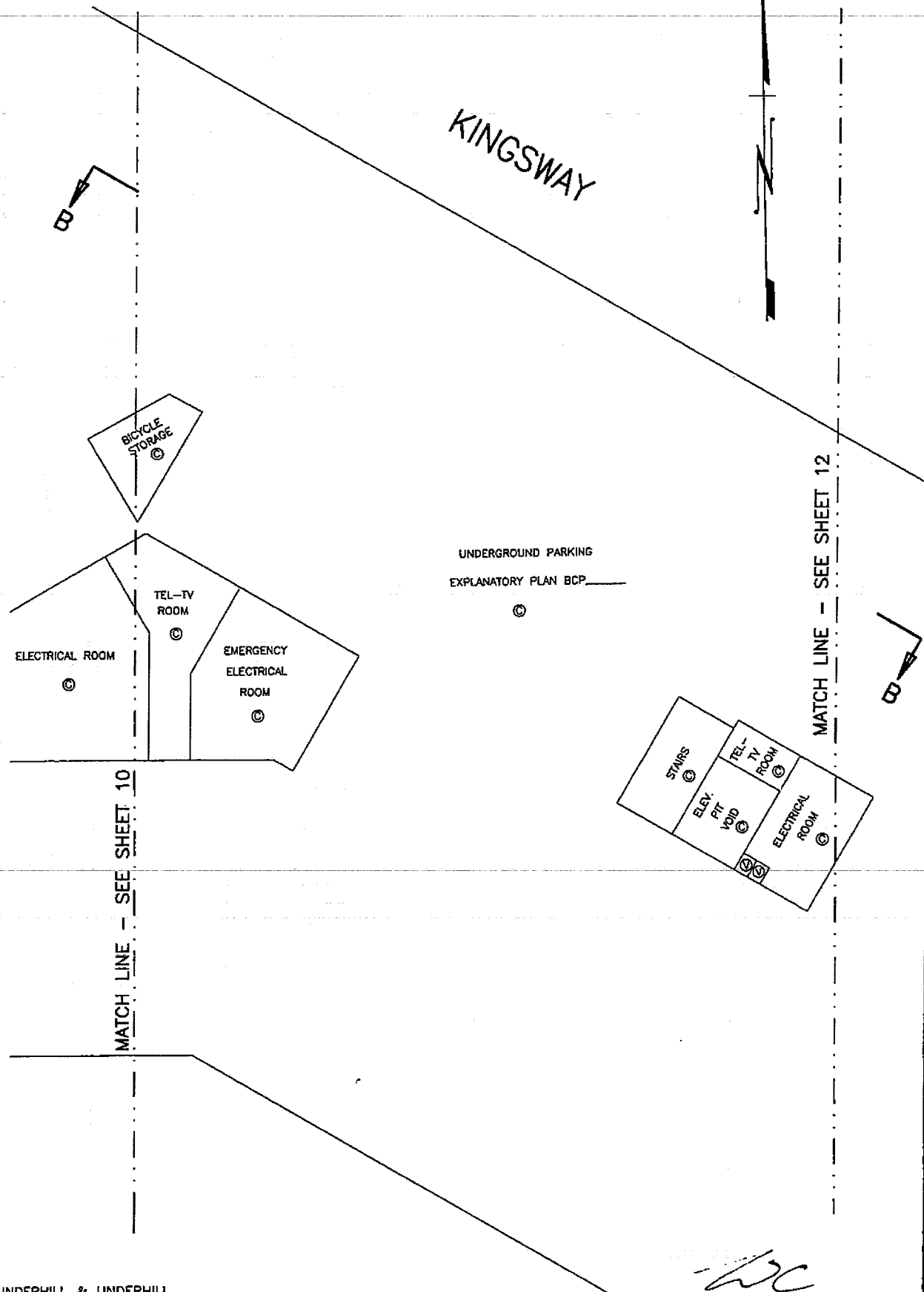
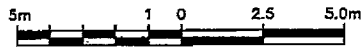
MATCH LINE - SEE SHEET 11



PARKING LEVEL 3

STRATA PLAN BCS

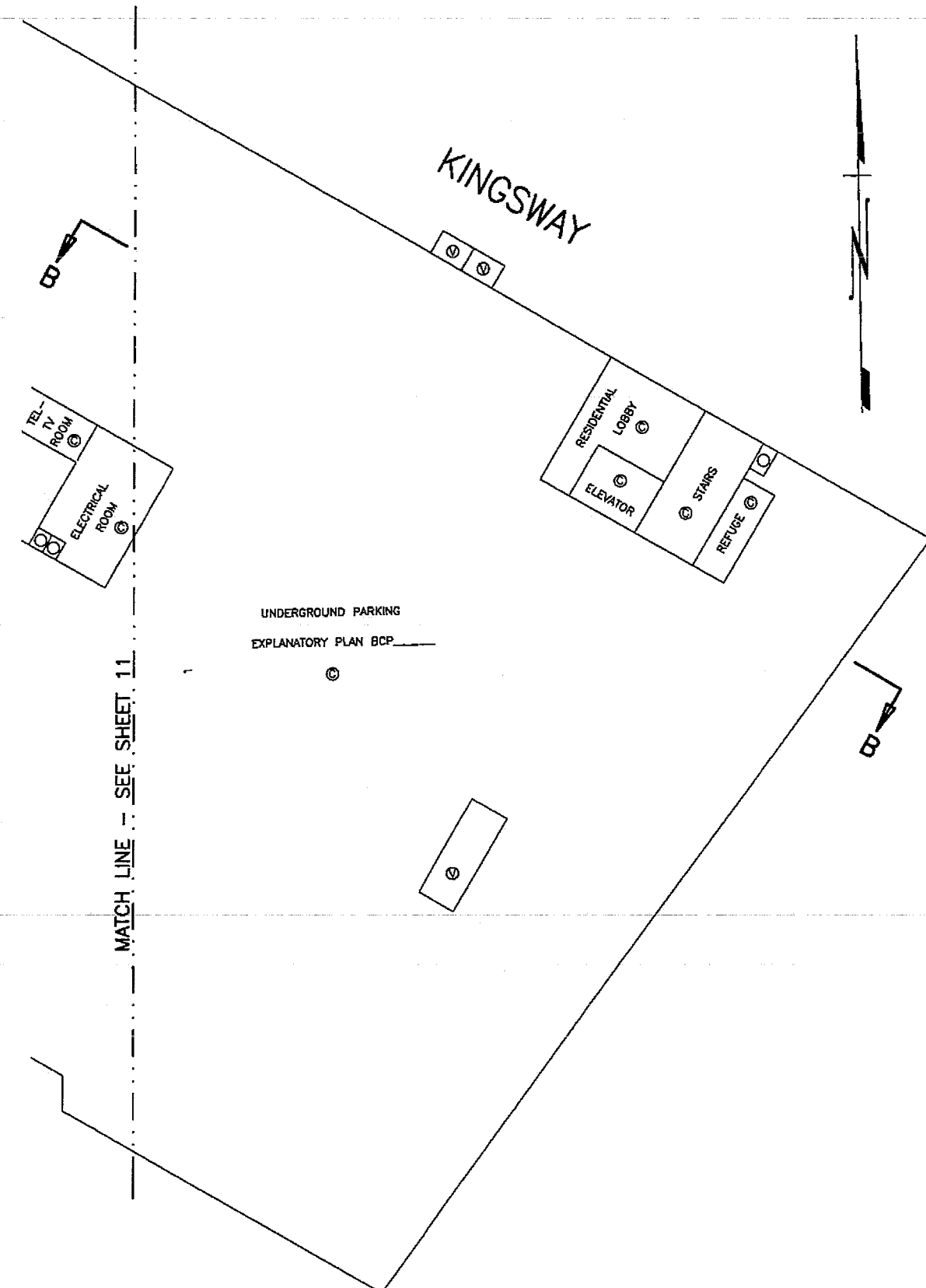
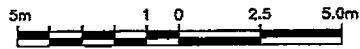
SCALE 1:150



PARKING LEVEL 3

STRATA PLAN BCS

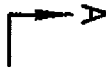
SCALE 1:150



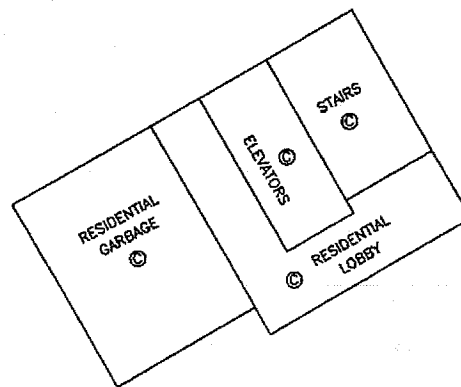
PARKING LEVEL 2

STRATA PLAN BCS

SCALE 1:150



ELECTRICAL ROOM



REM. 1
PLAN BCP11581

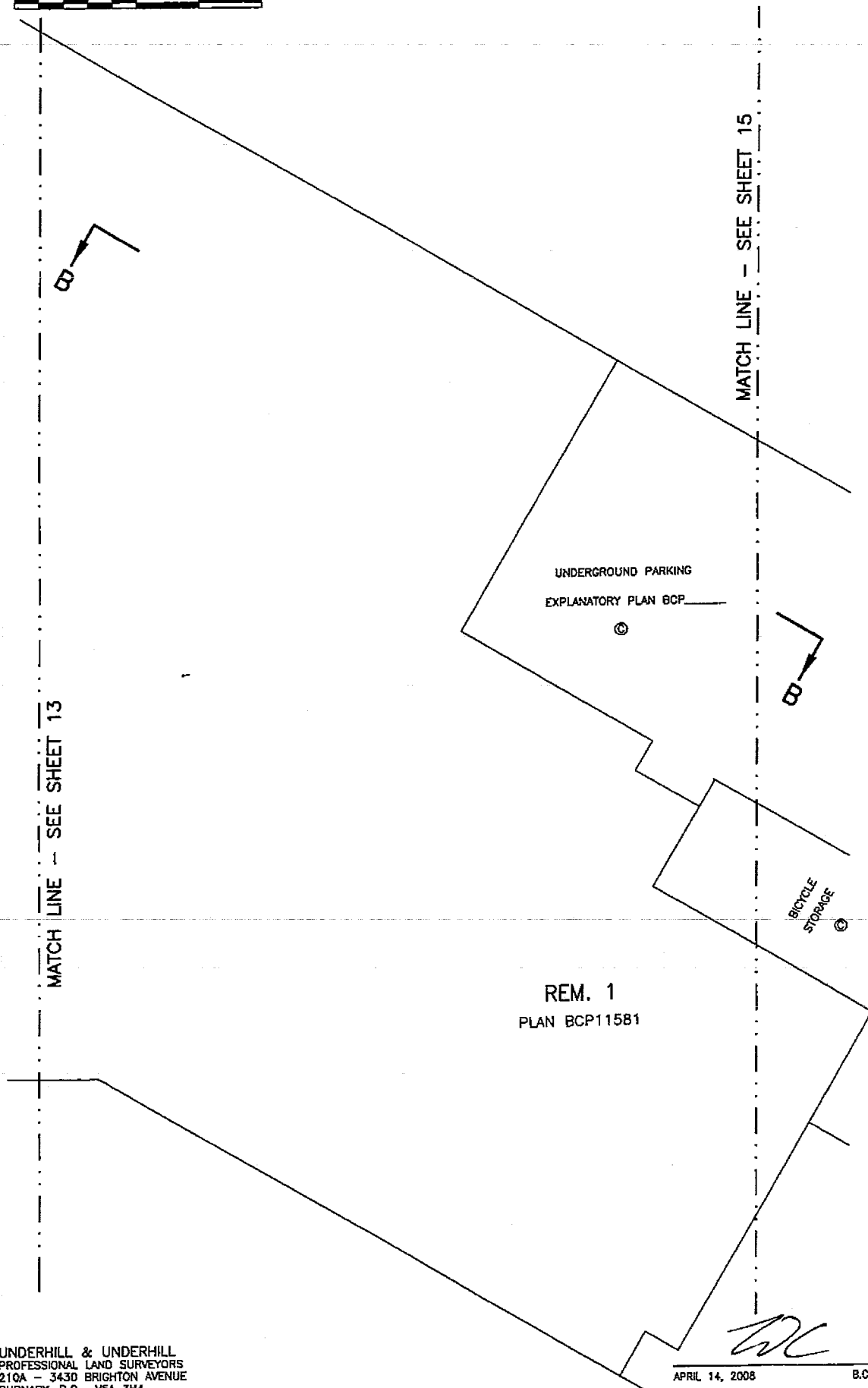
MATCH LINE - SEE SHEET 14

PARKING LEVEL 2

STRATA PLAN BCS

SCALE 1:150

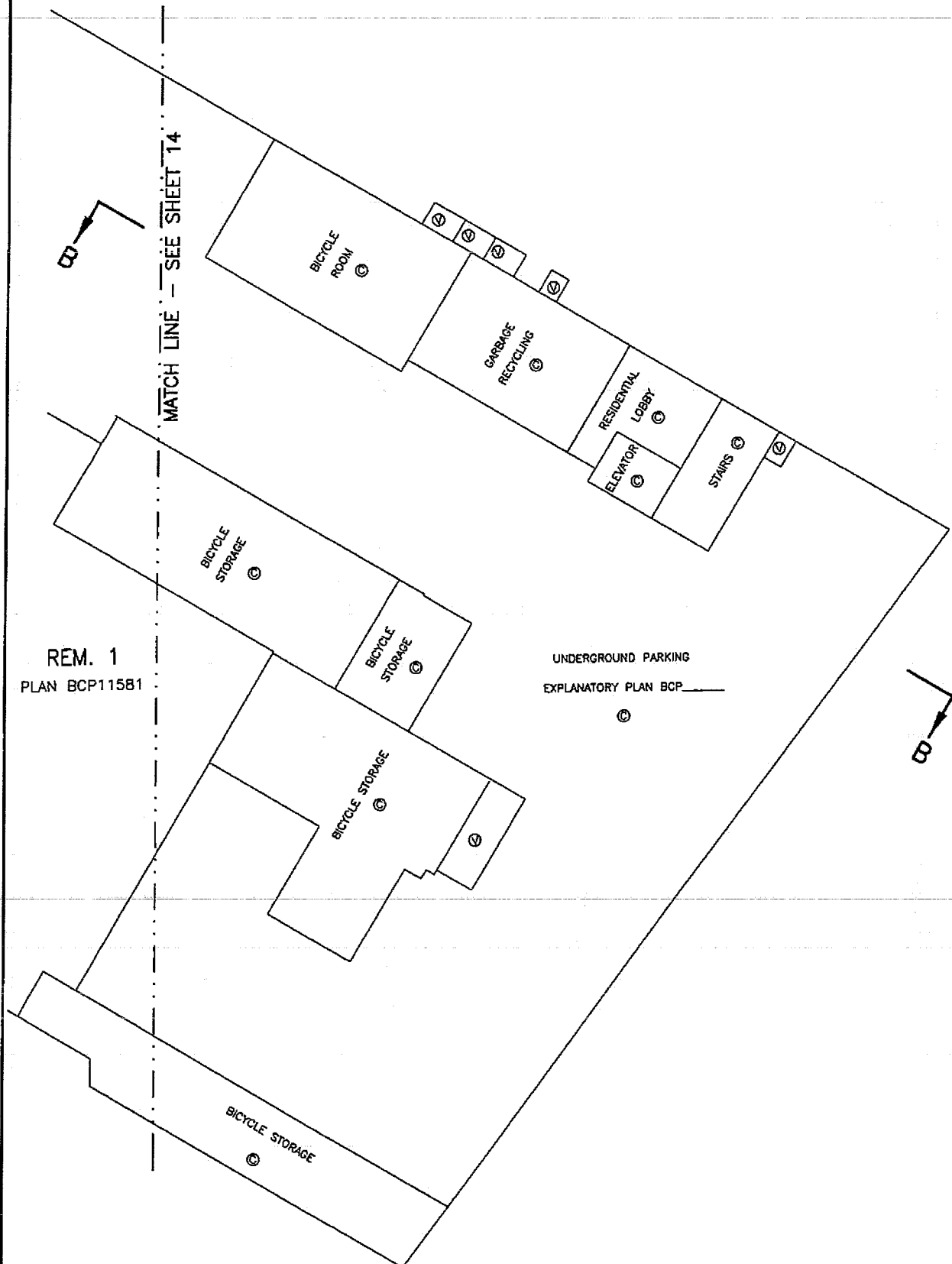
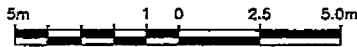
5m 1 0 2.5 5.0m



PARKING LEVEL 2

STRATA PLAN BCS

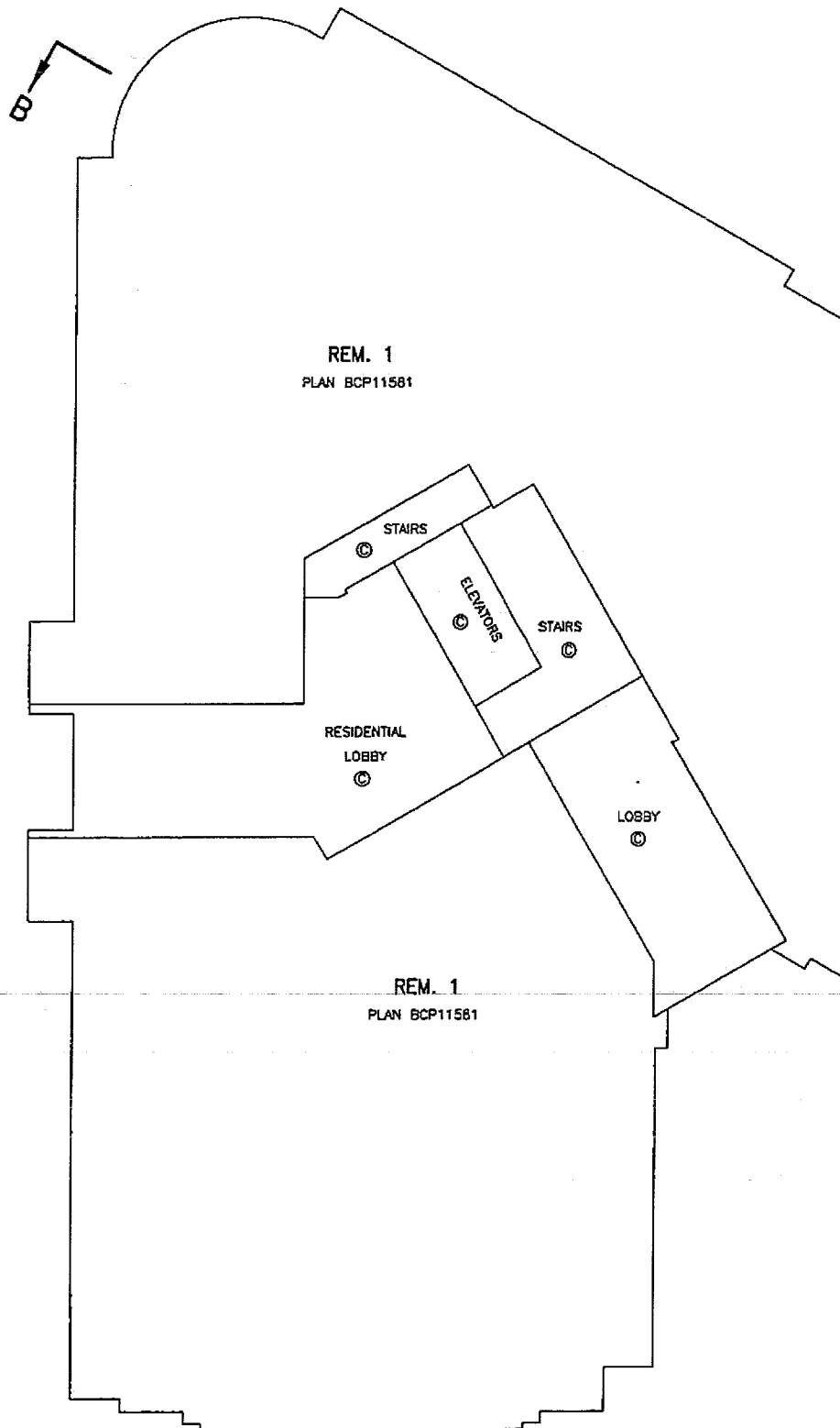
SCALE 1:150



1ST FLOOR

STRATA PLAN BCS

SCALE 1:150



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BURNABY, B.C. V5A 3H4
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ST. 5-25B

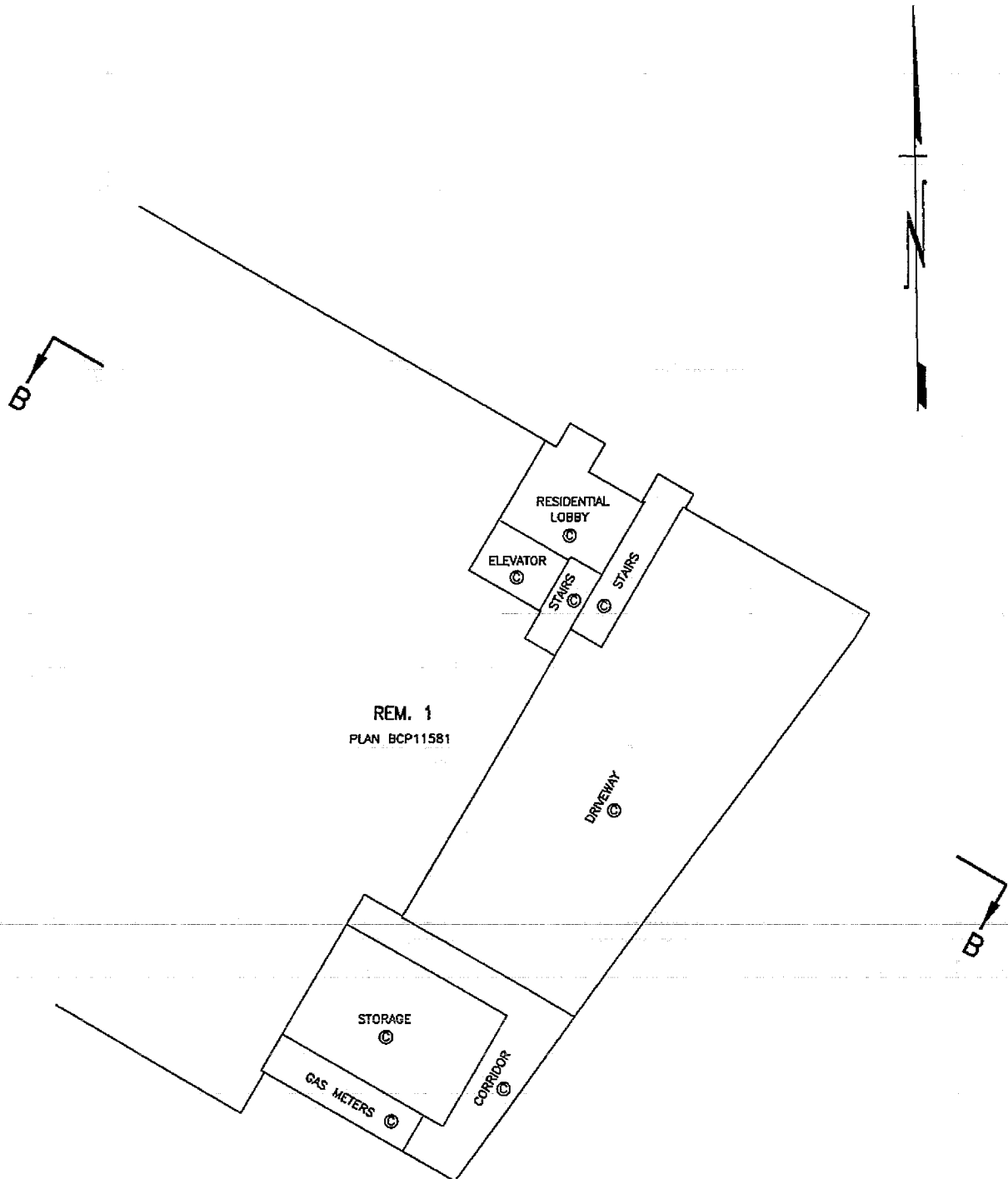
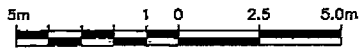
APRIL 14, 2008

B.C.L.S.

1ST FLOOR

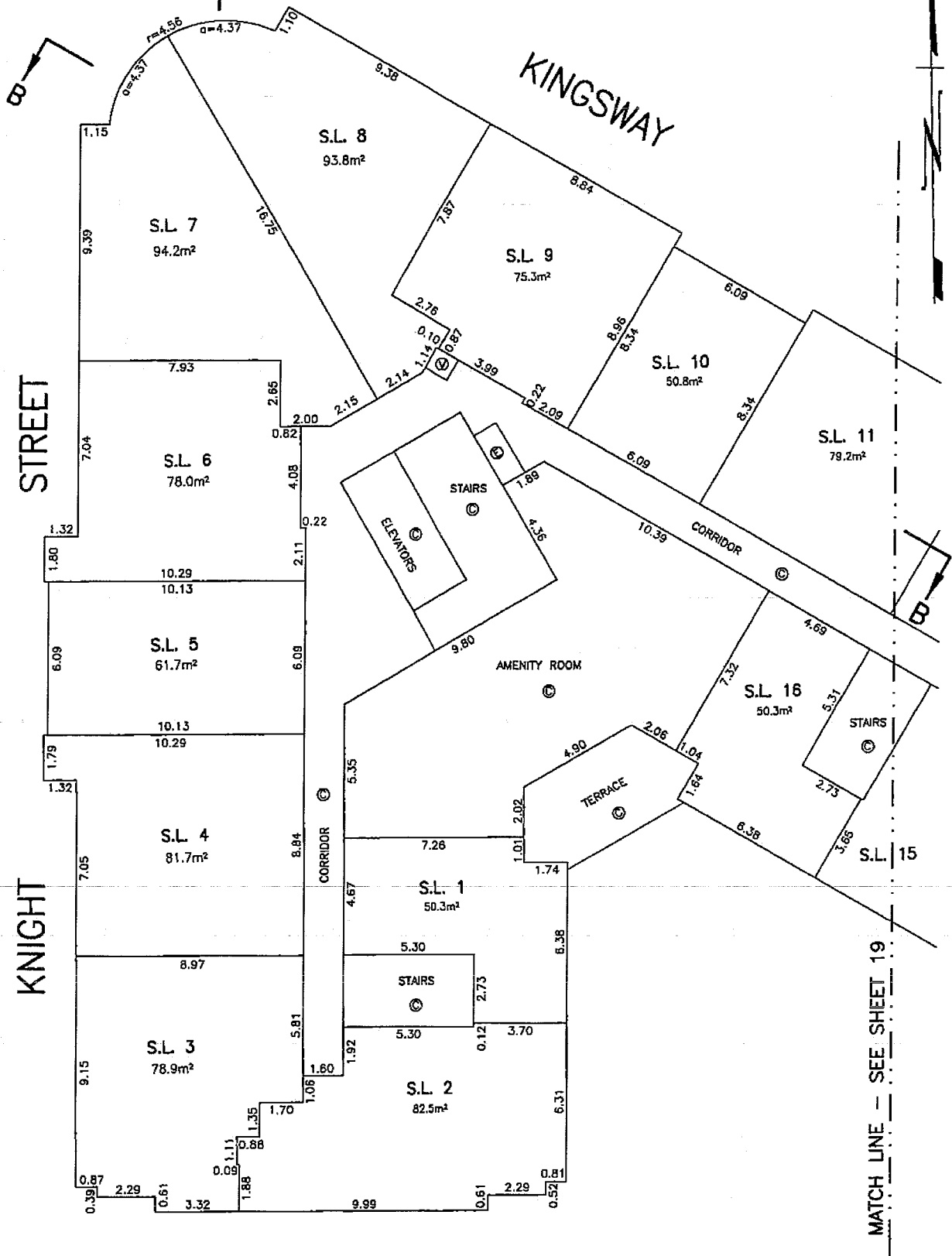
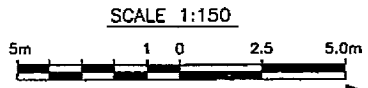
STRATA PLAN BCS

SCALE 1:150



2ND FLOOR

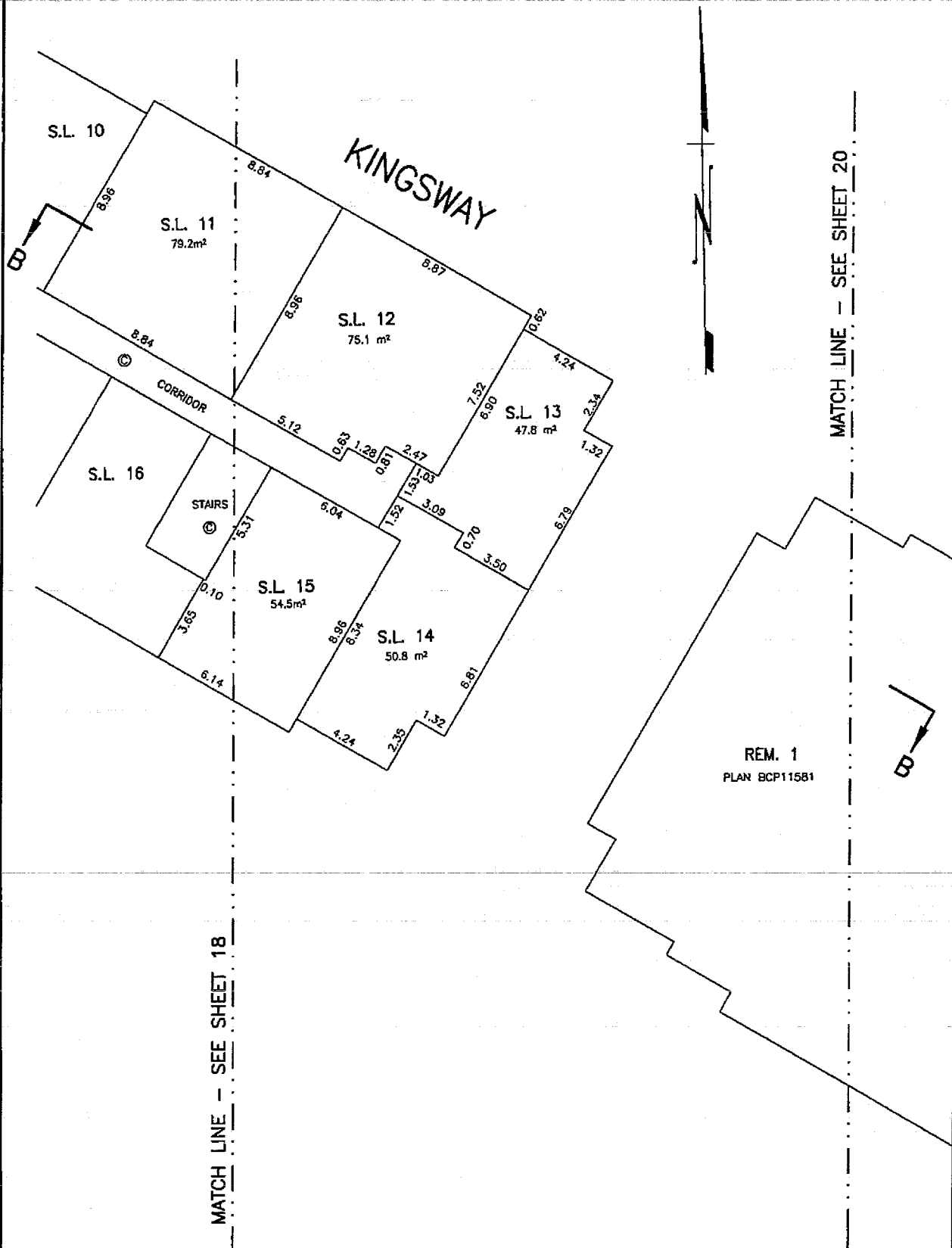
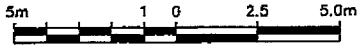
STRATA PLAN BCS



2ND FLOOR

STRATA PLAN BCS

SCALE 1:150

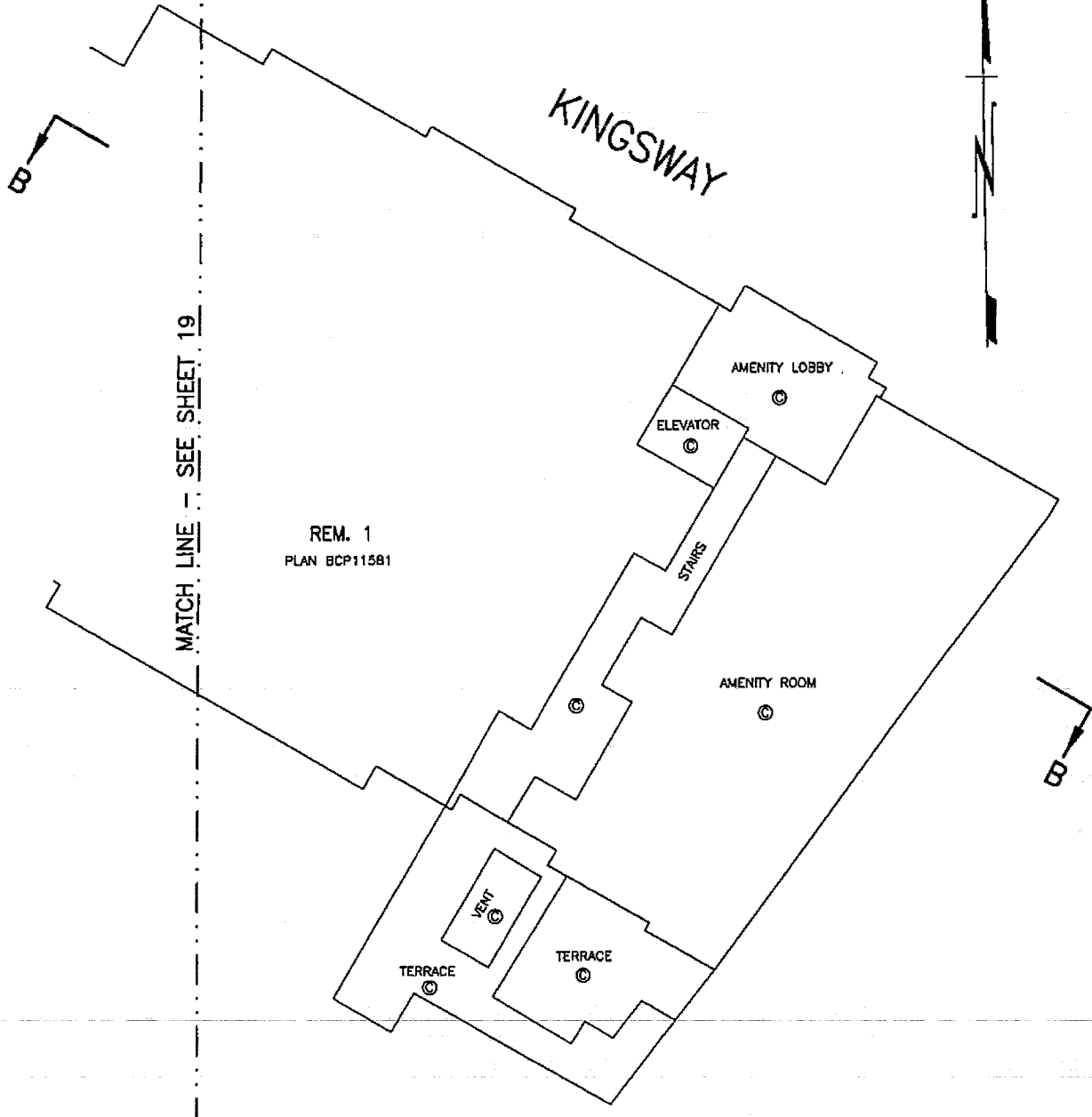
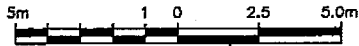


REM. 1
PLAN BCP11581

2ND FLOOR

STRATA PLAN BCS

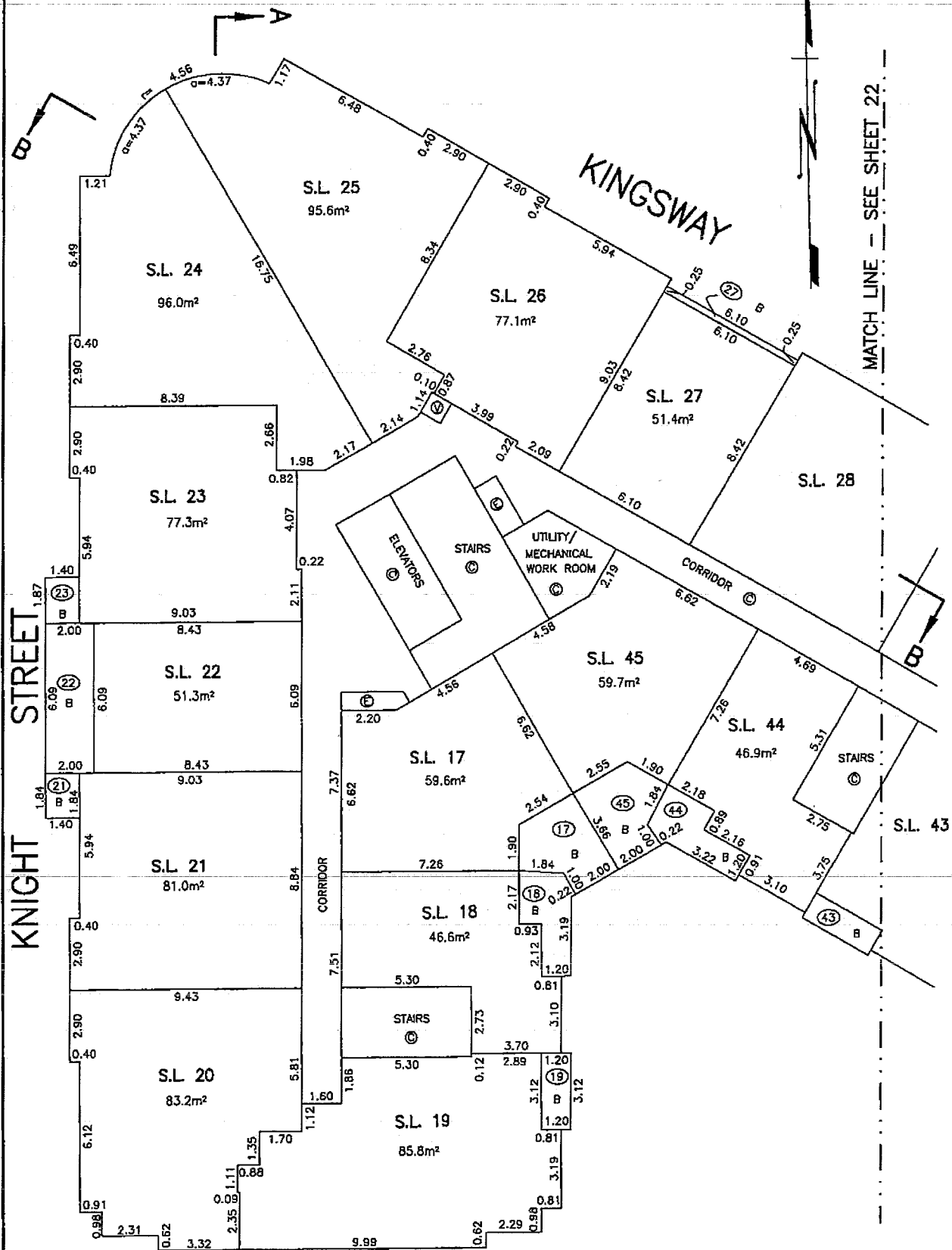
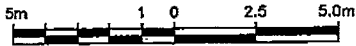
SCALE 1:150



3RD FLOOR

STRATA PLAN BCS

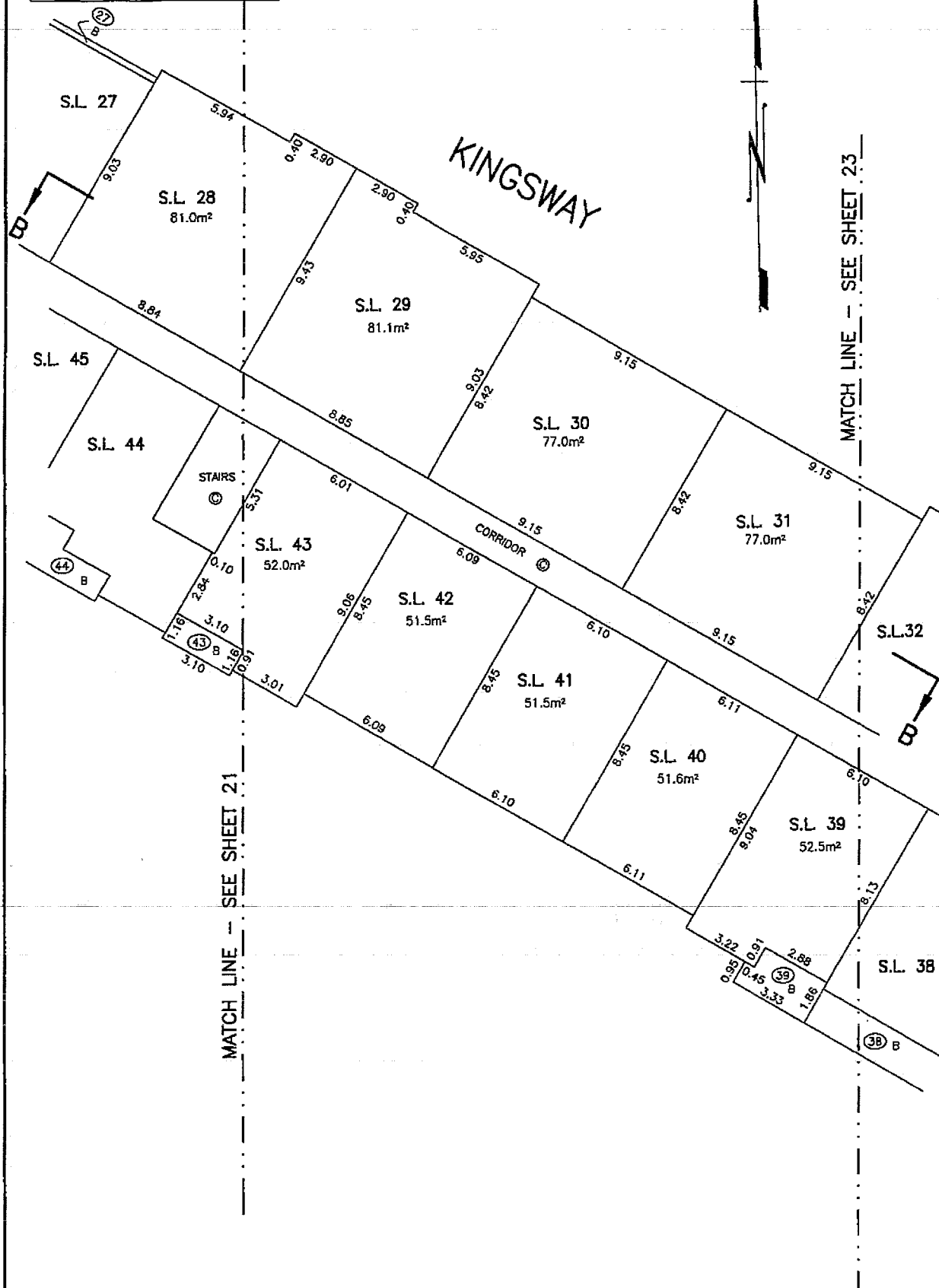
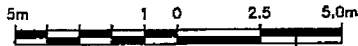
SCALE 1:150



3RD FLOOR

STRATA PLAN BCS

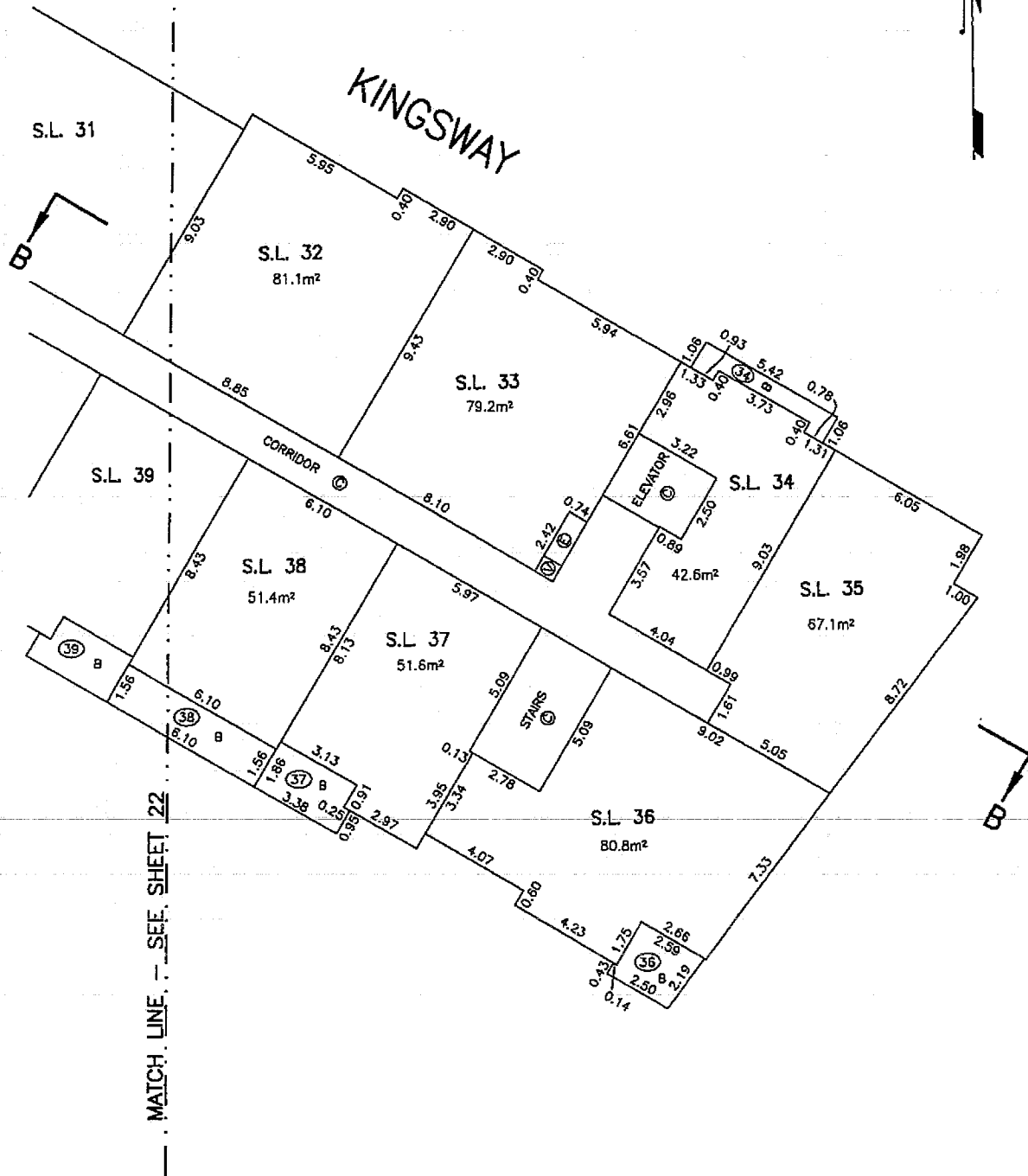
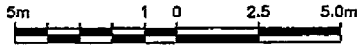
SCALE 1:150



3RD FLOOR

STRATA PLAN BCS

SCALE 1:150



A horizontal graphic scale bar with alternating black and white segments. Above the bar, the following labels are positioned: '5m' at the far left, '1' and '0' in the middle, '2.5' to the right of center, and '5.0m' at the far right.



KNIGHT

KINGSWAY

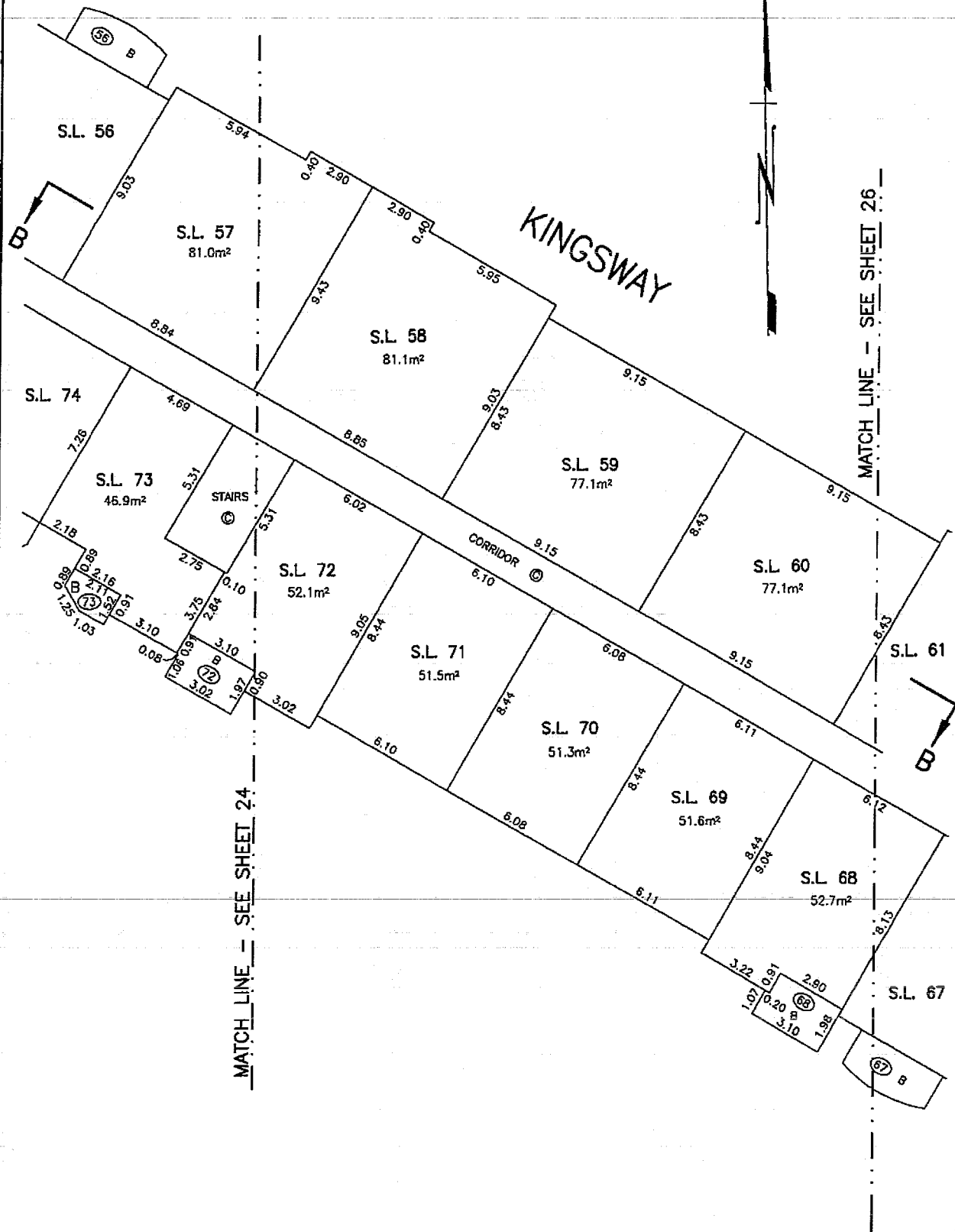
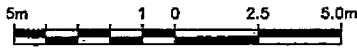
MATCH LINE - SEE SHEET 25

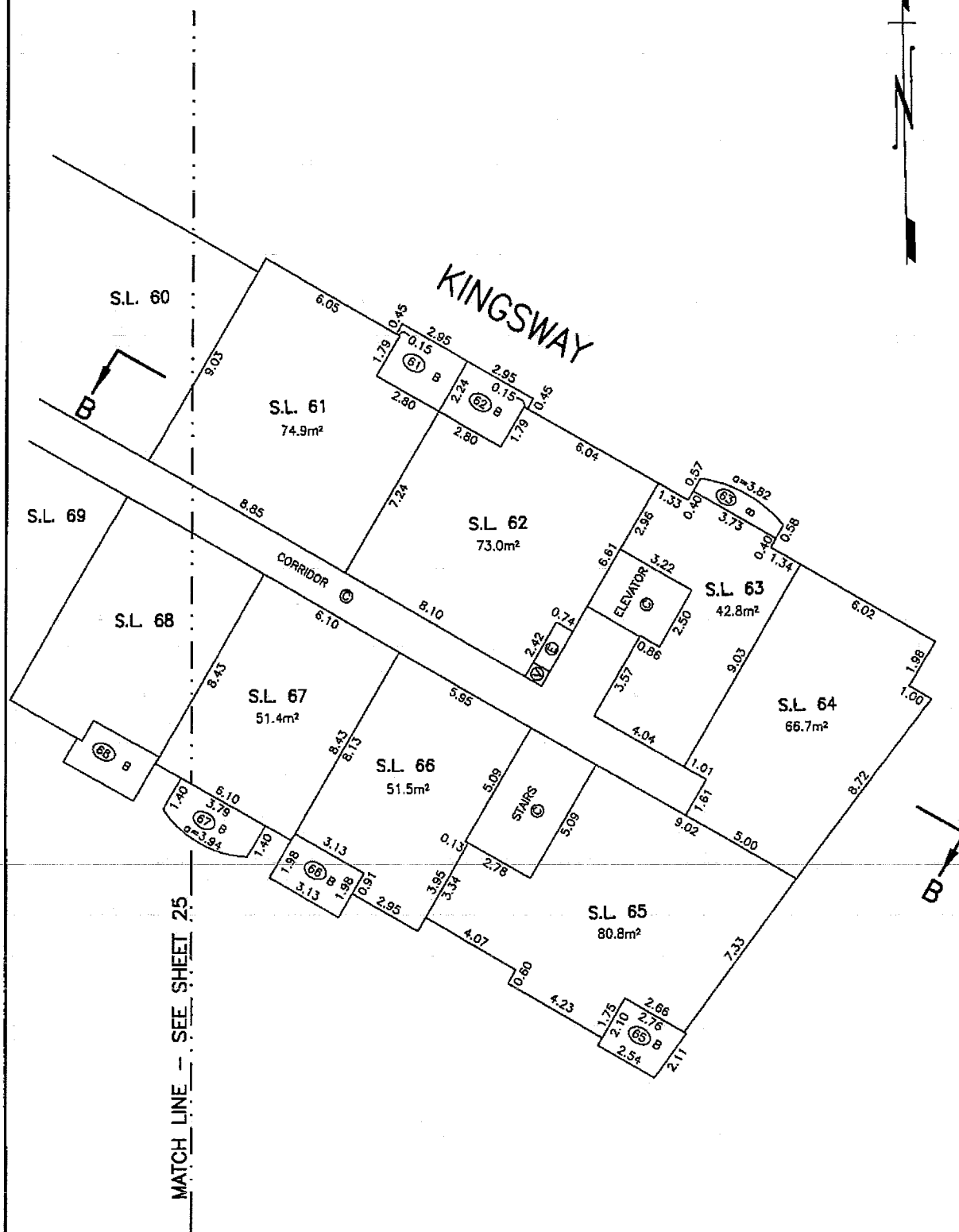
B.C.L.S.

4TH FLOOR

STRATA PLAN BCS

SCALE 1:150

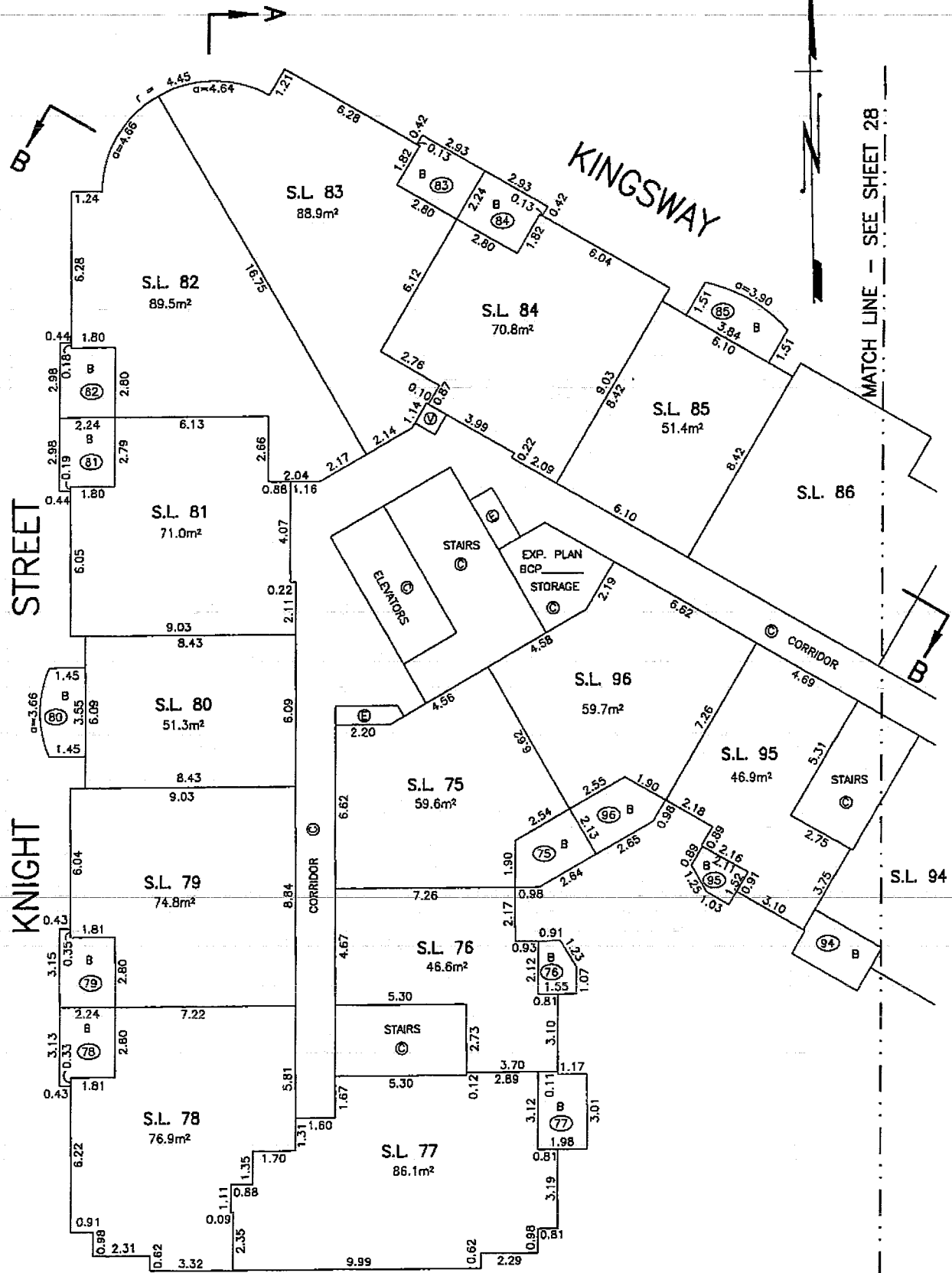
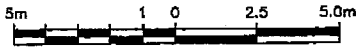




5TH FLOOR

STRATA PLAN BCS

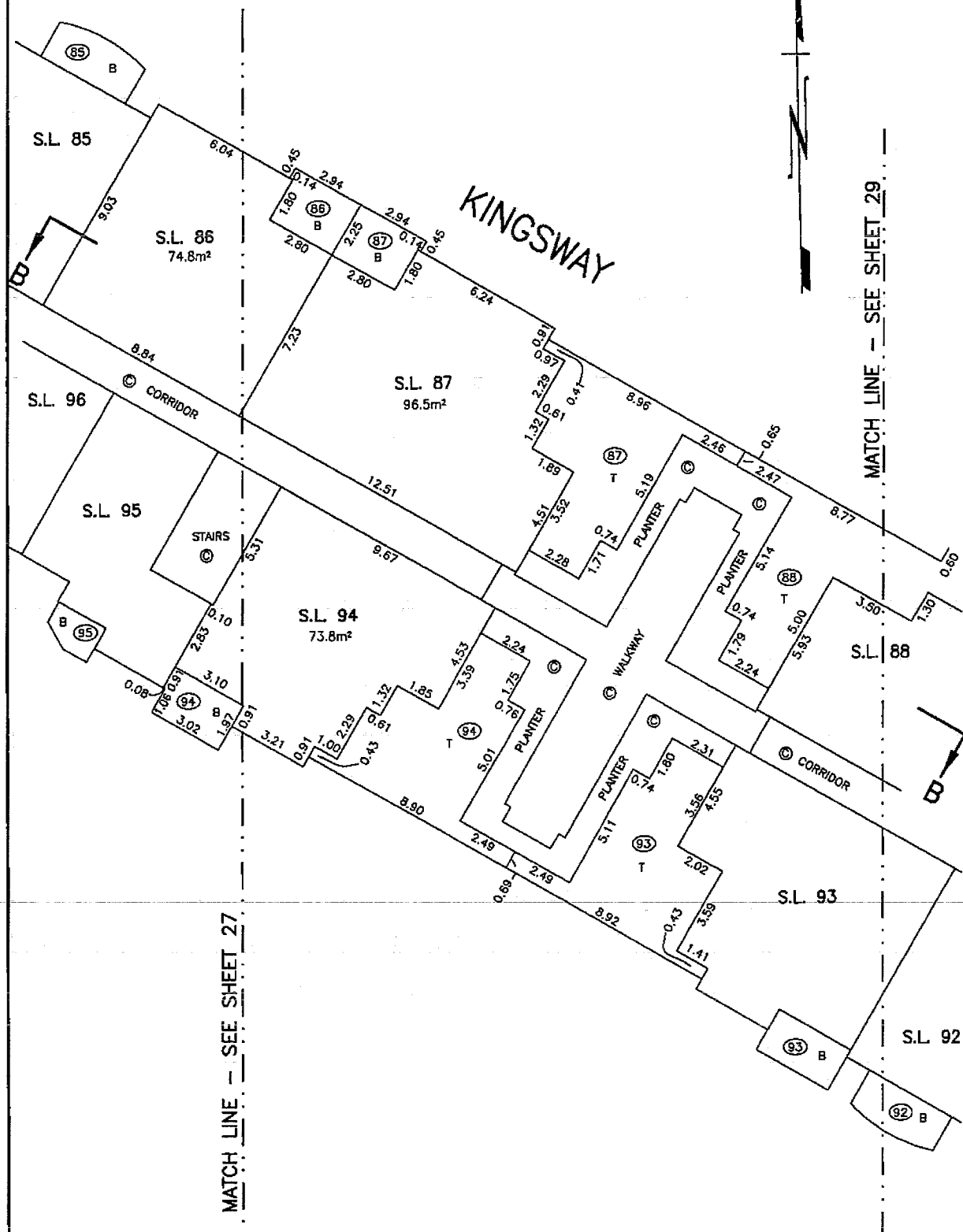
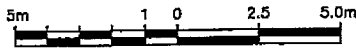
SCALE 1:150



5TH FLOOR

STRATA PLAN BCS

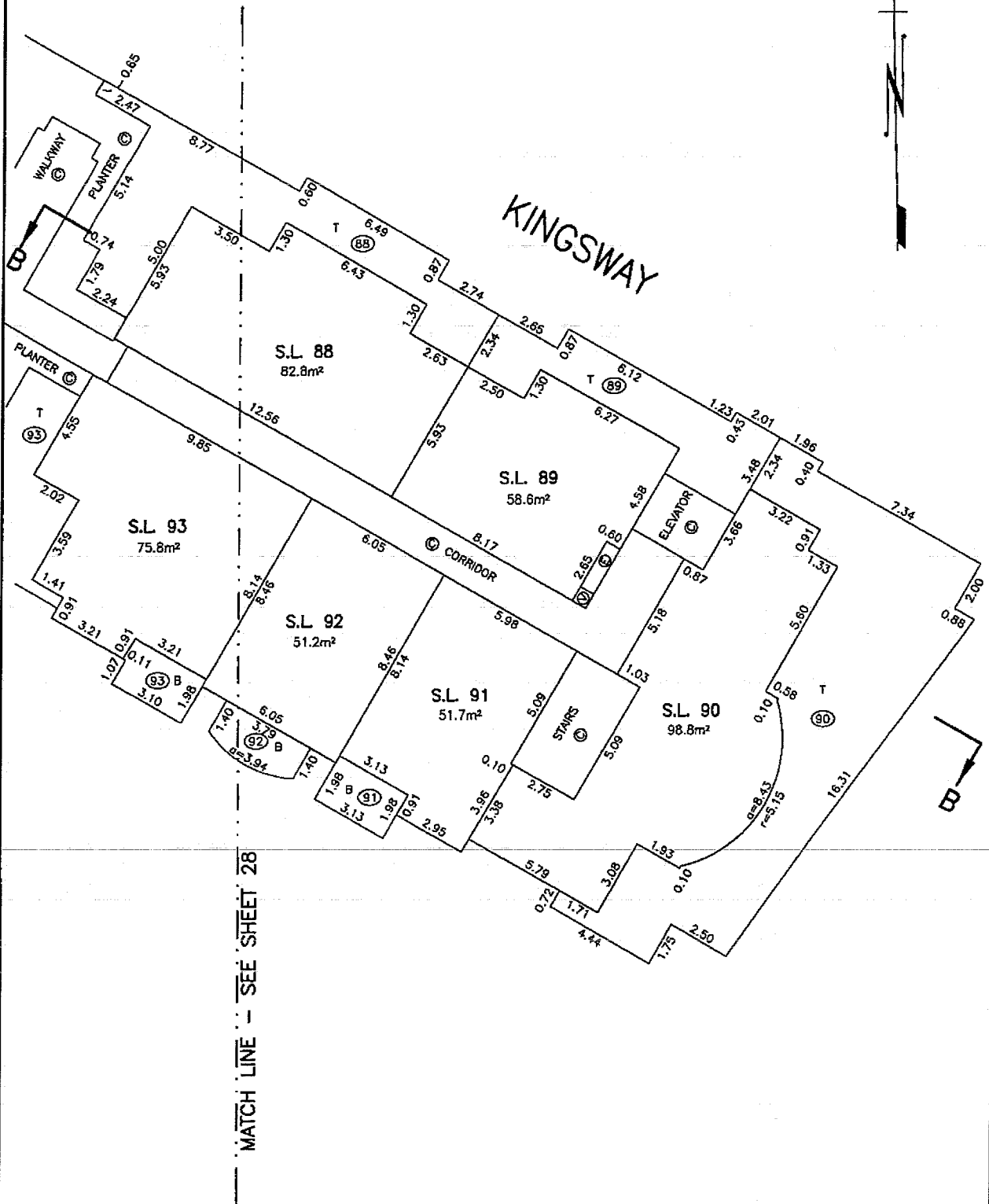
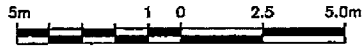
SCALE 1:150



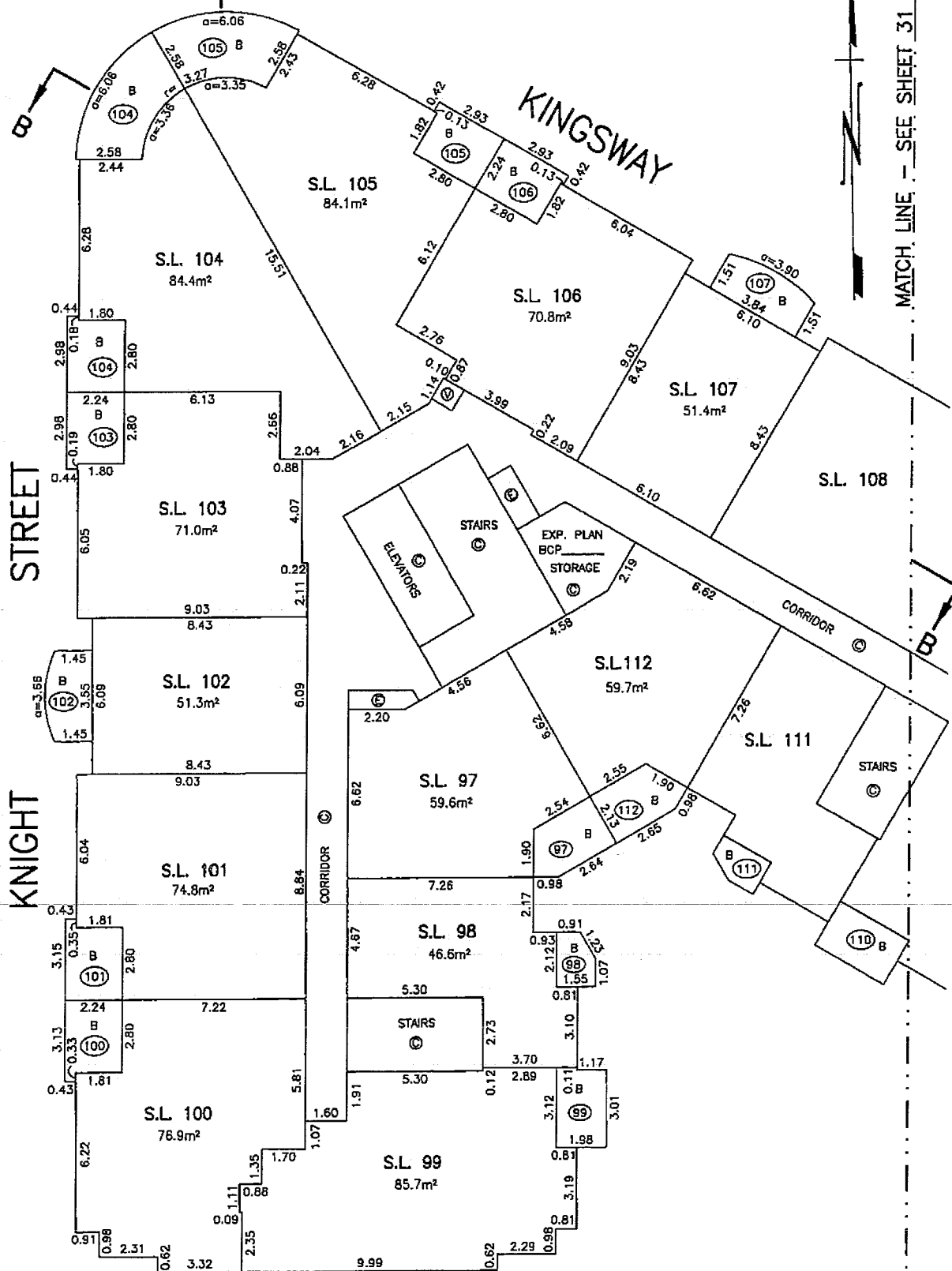
5TH FLOOR

STRATA PLAN BCS

SCALE 1:150



A horizontal scale bar with markings at 5m, 1, 0, 2.5, and 5.0m.



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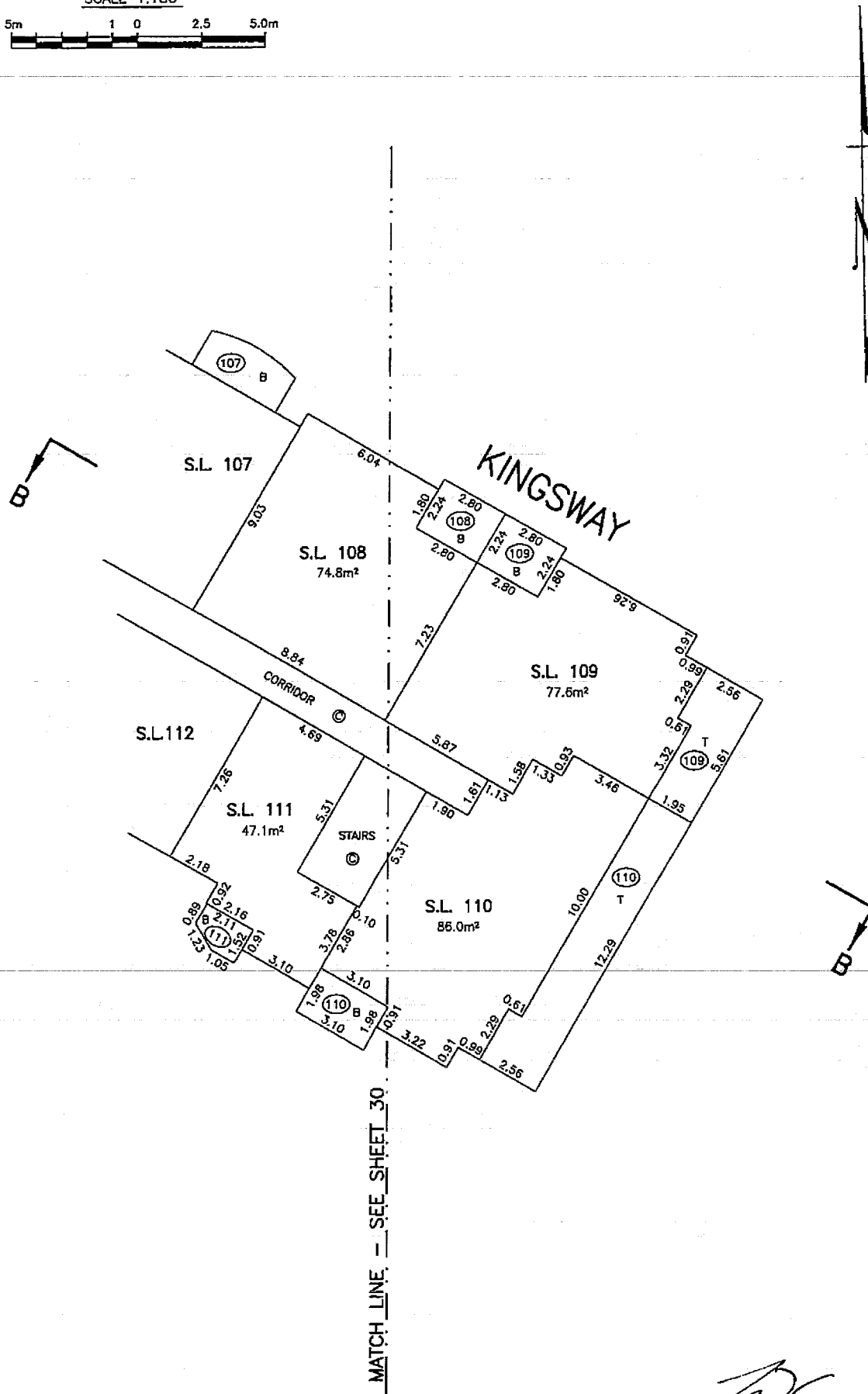
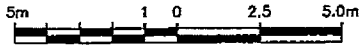
APRIL 14, 2008

B.C.L.S.

6TH FLOOR

STRATA PLAN BCS

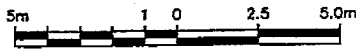
SCALE 1:150



7TH FLOOR

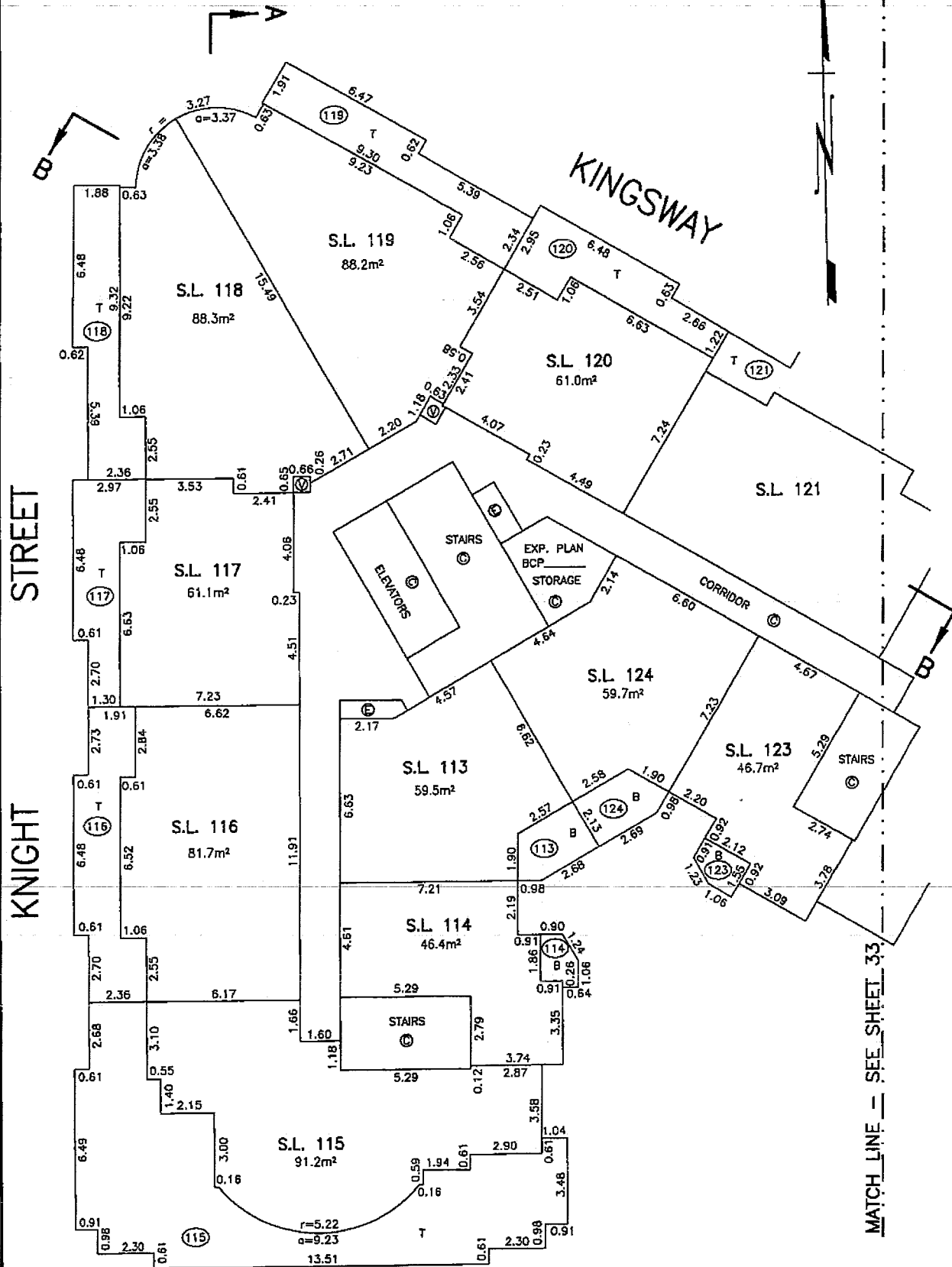
STRATA PLAN BCS

SCALE 1:150



KNIGHT STREET

KINGSWAY

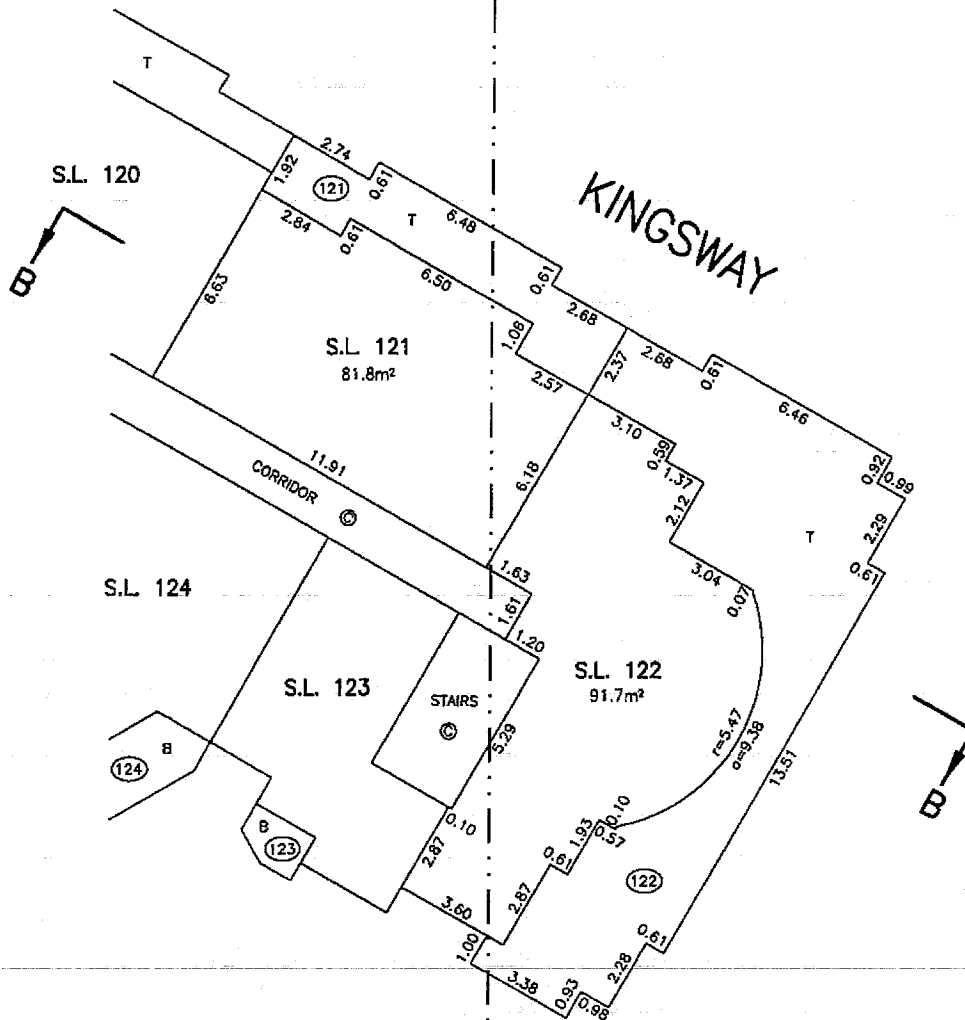
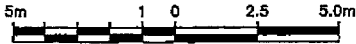


MATCH LINE - SEE SHEET 33

7TH FLOOR

STRATA PLAN BCS

SCALE 1:150

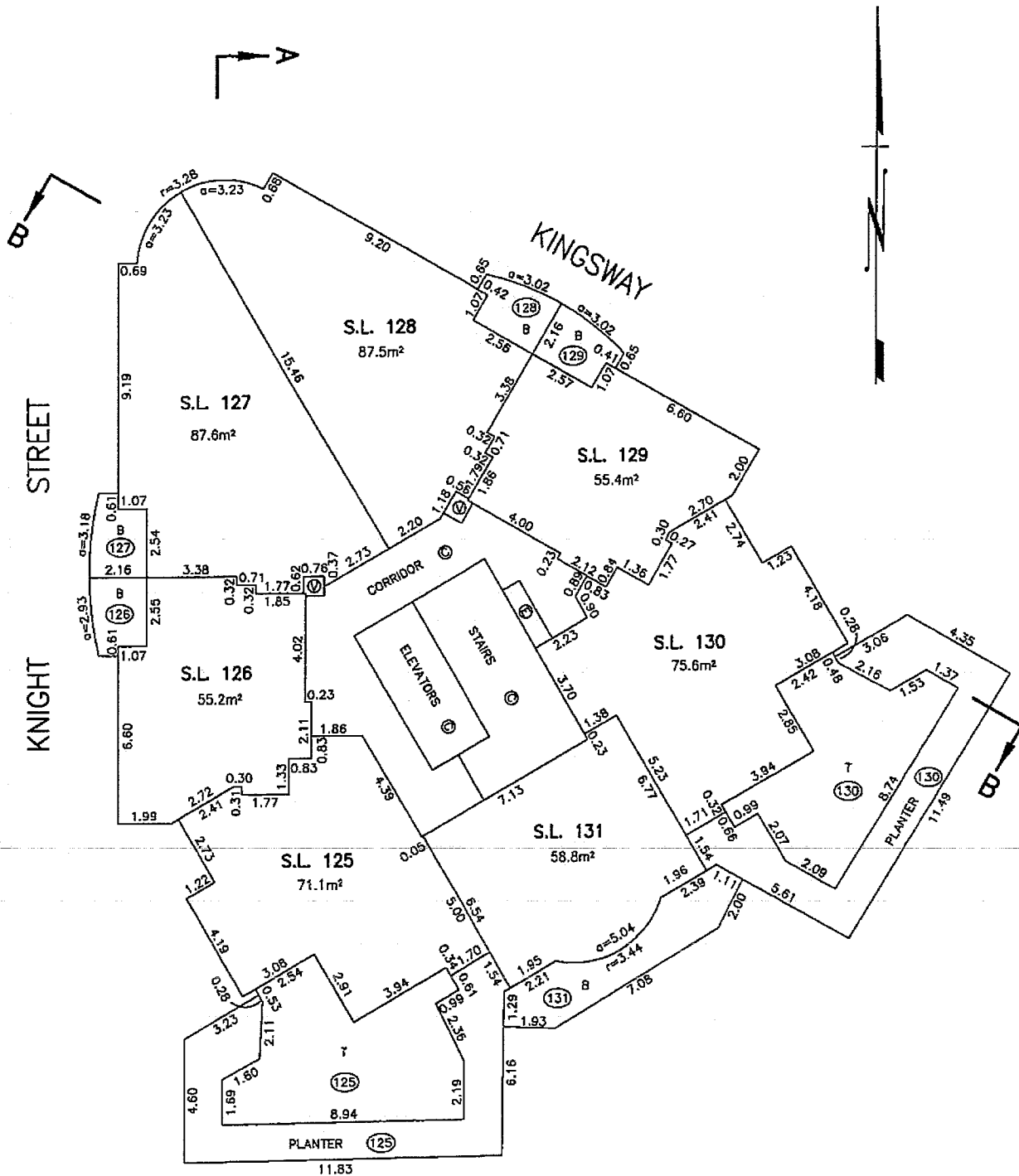
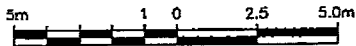


- MATCH LINE - SEE SHEET 32

8TH FLOOR

STRATA PLAN BCS

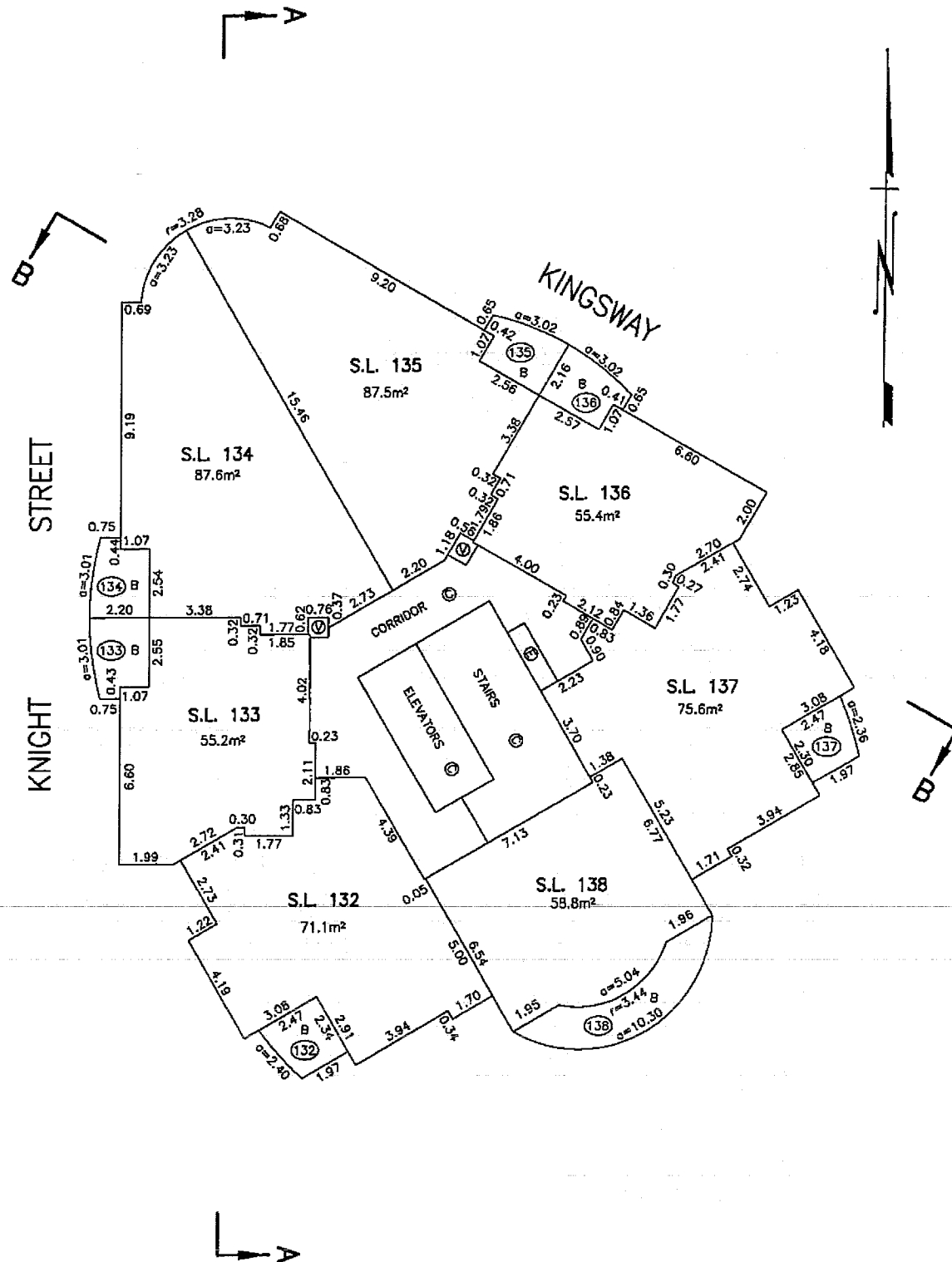
SCALE 1:150



9TH FLOOR

STRATA PLAN BCS

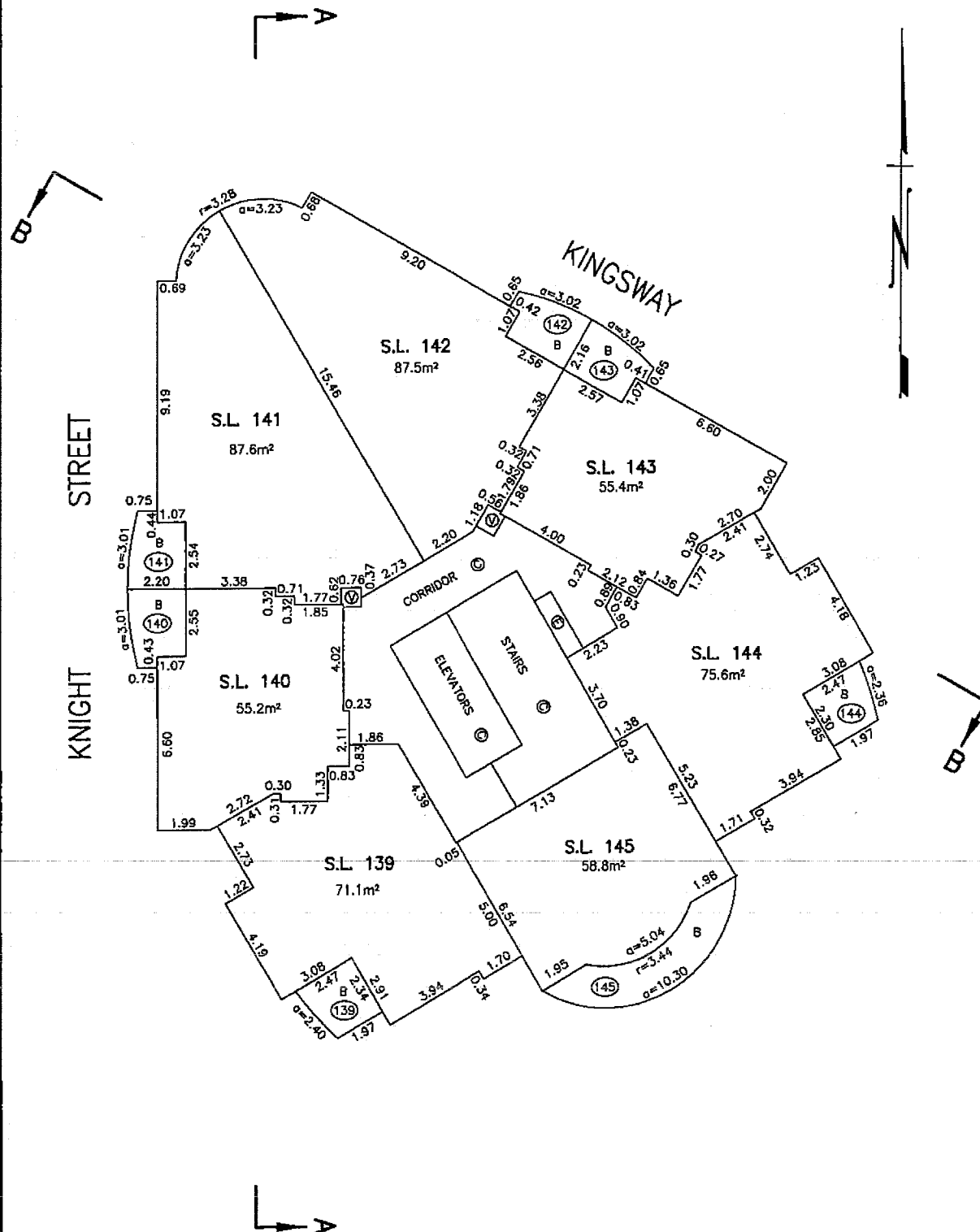
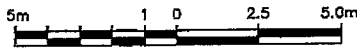
SCALE 1:150



10TH FLOOR

STRATA PLAN BCS

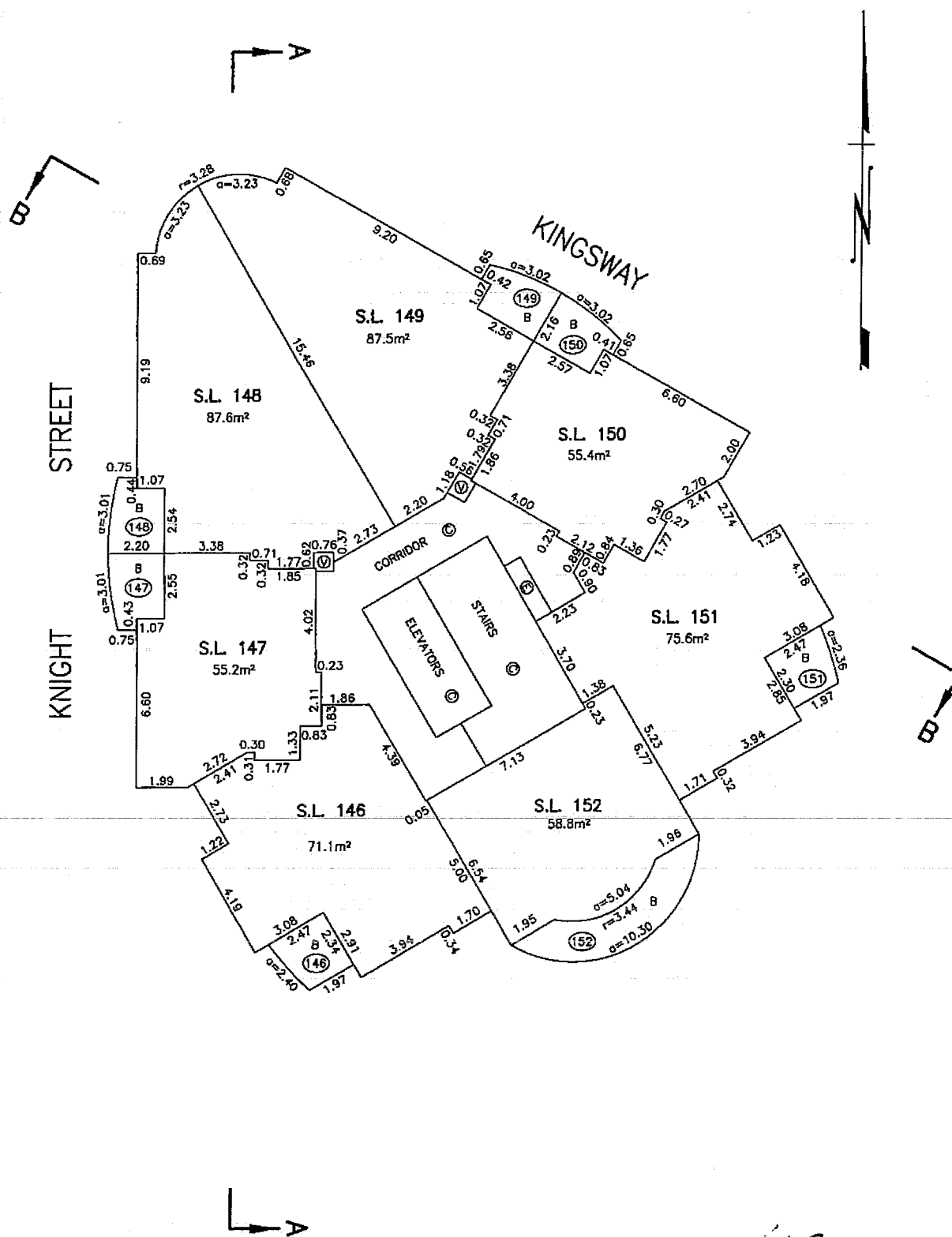
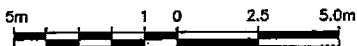
SCALE 1:150



11TH FLOOR

STRATA PLAN BCS

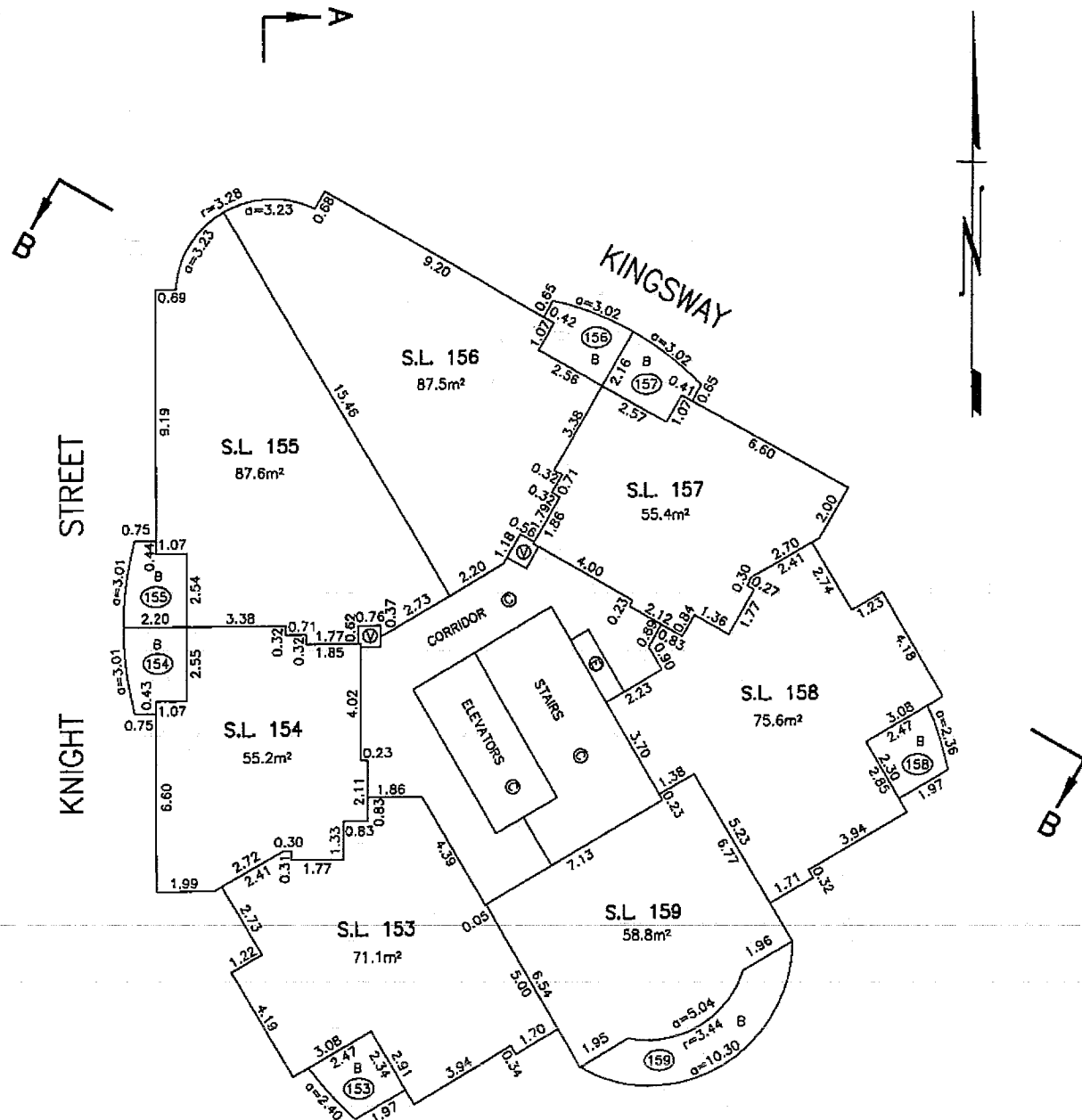
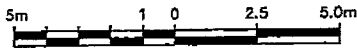
SCALE 1:150



12TH FLOOR

STRATA PLAN BCS

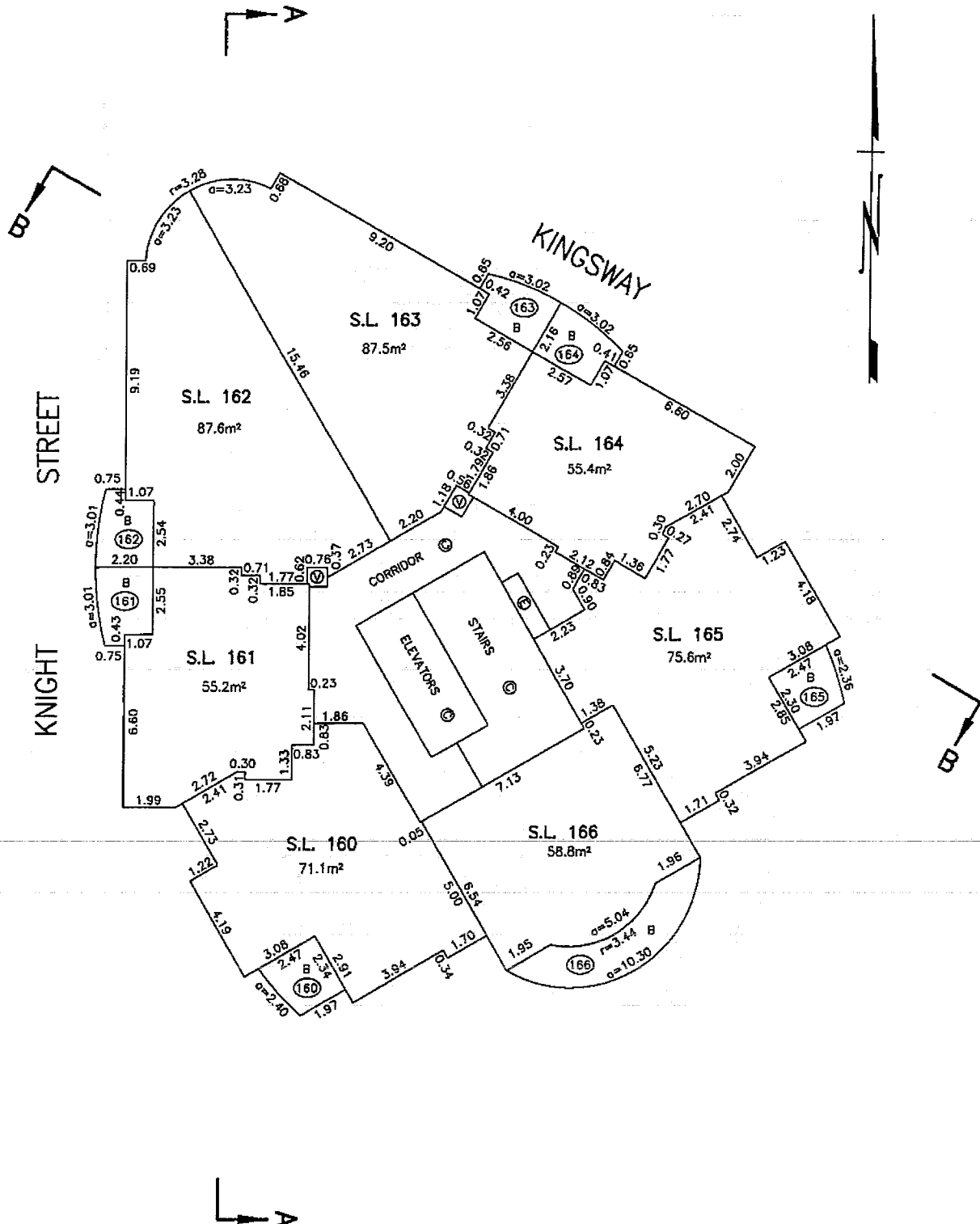
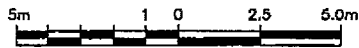
SCALE 1:150



13TH FLOOR

STRATA PLAN BCS

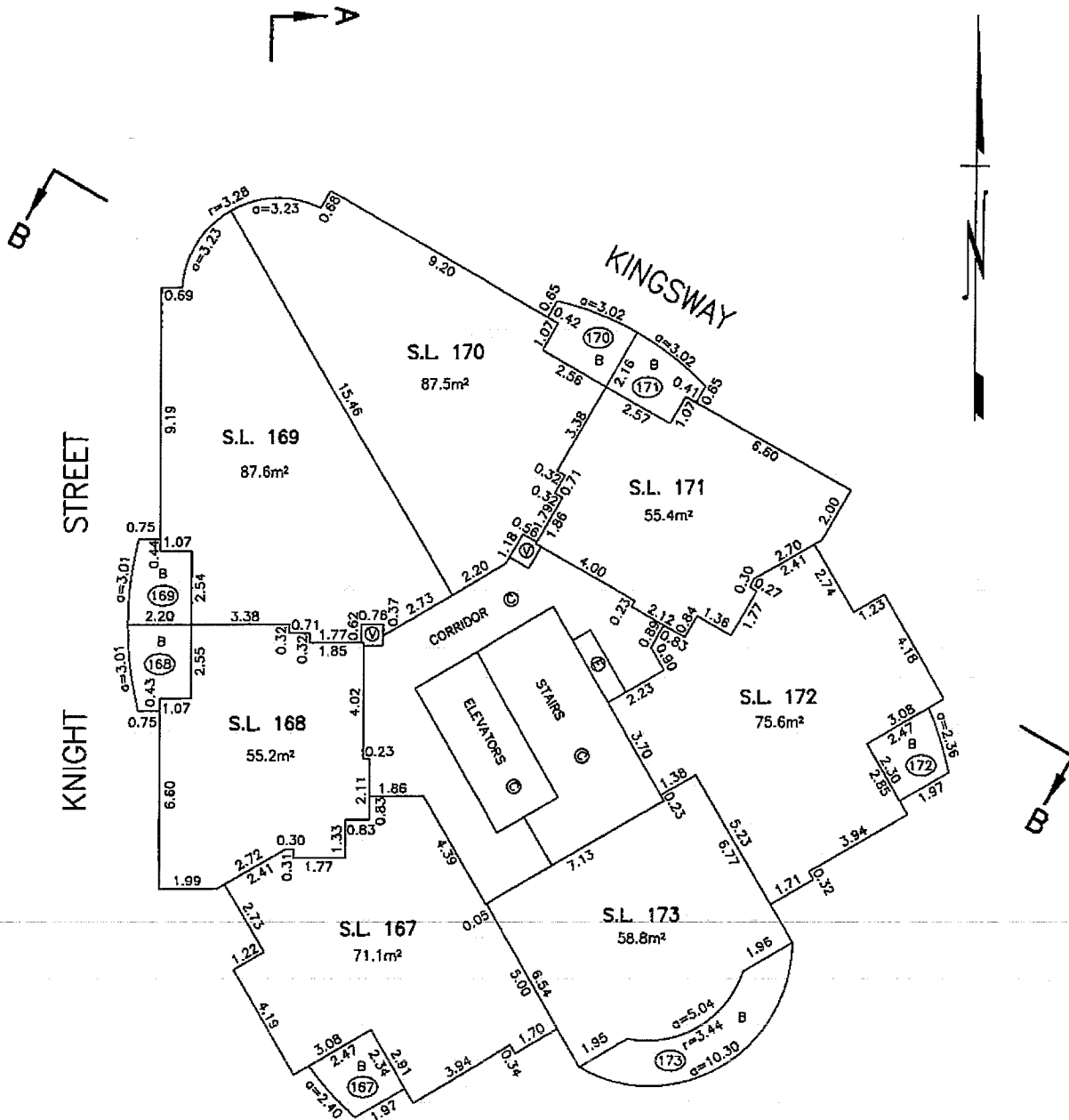
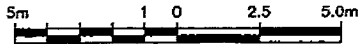
SCALE 1:150



14TH FLOOR

STRATA PLAN BCS

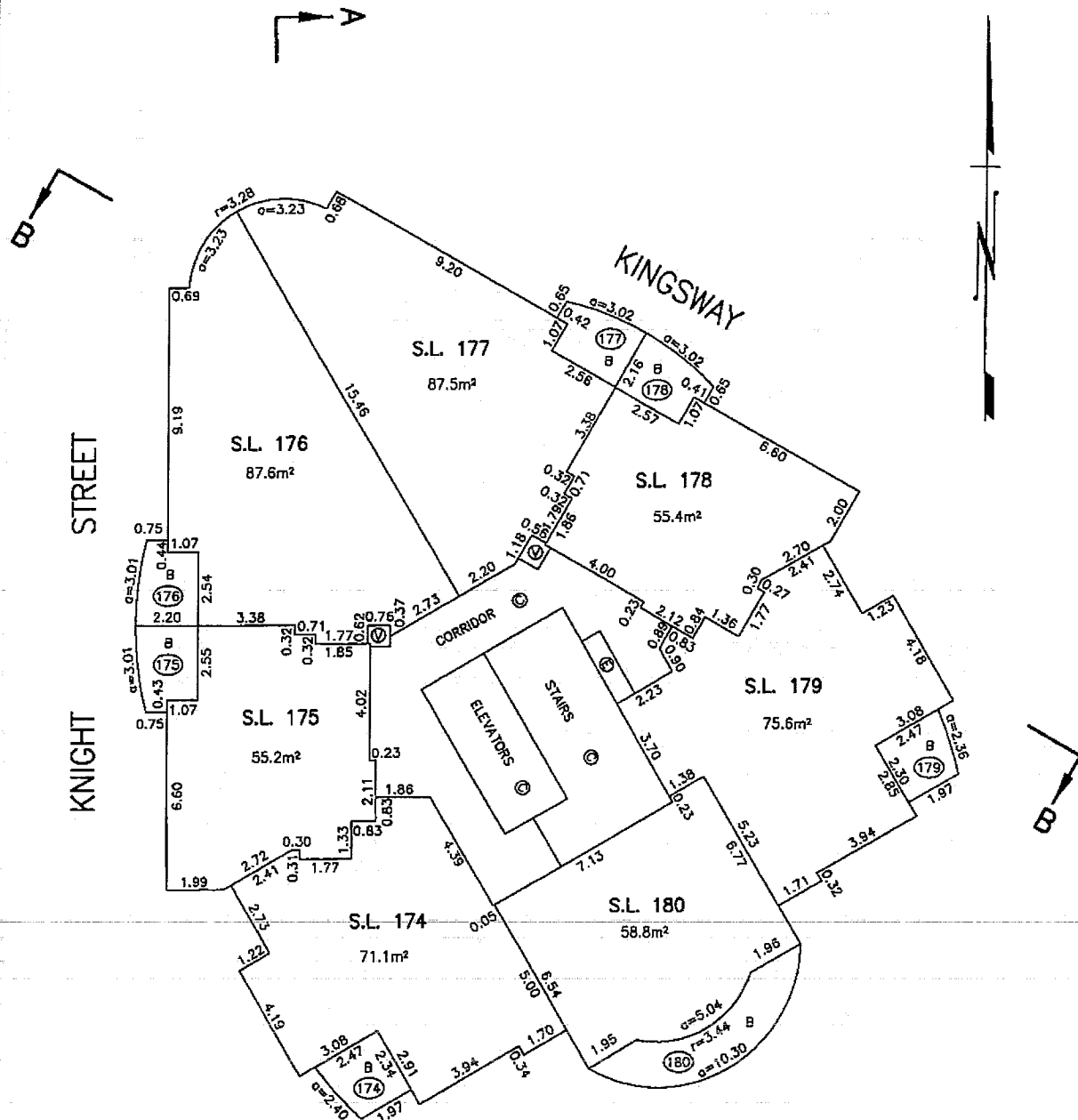
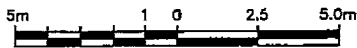
SCALE 1:150



15TH FLOOR

STRATA PLAN BCS

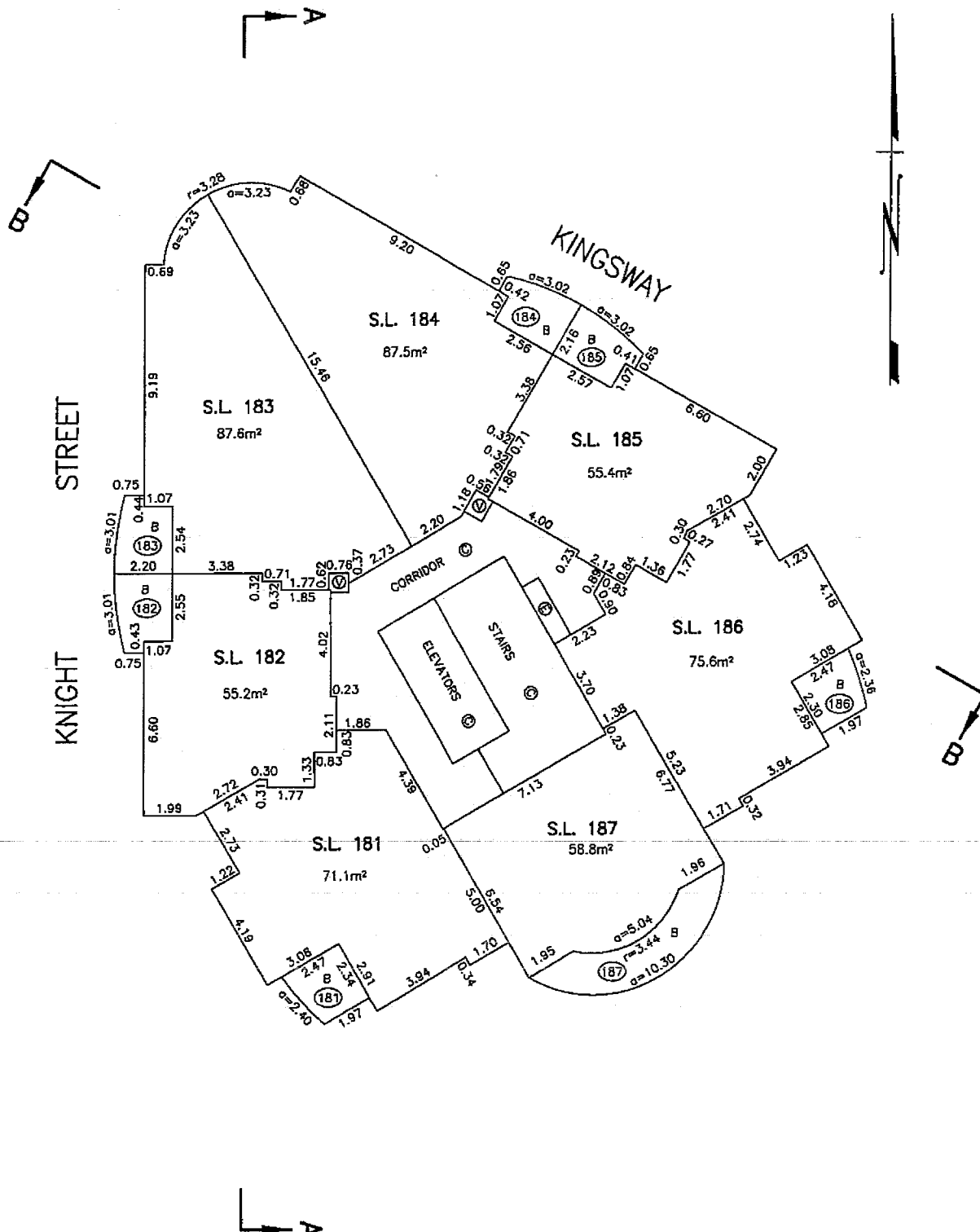
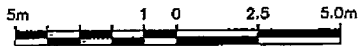
SCALE 1:150



16TH FLOOR

STRATA PLAN BCS

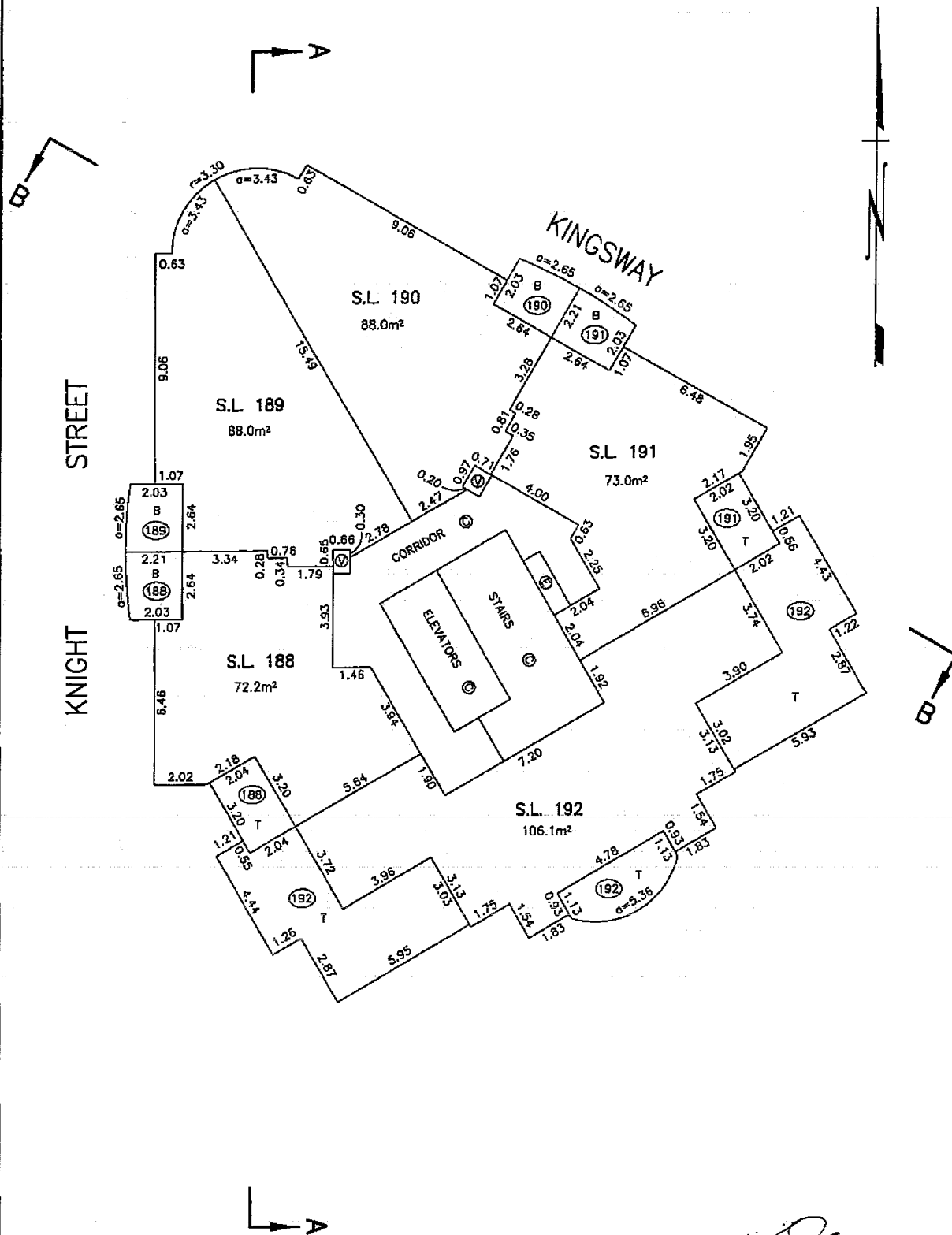
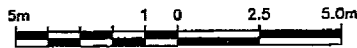
SCALE 1:150



17TH FLOOR

STRATA PLAN BCS

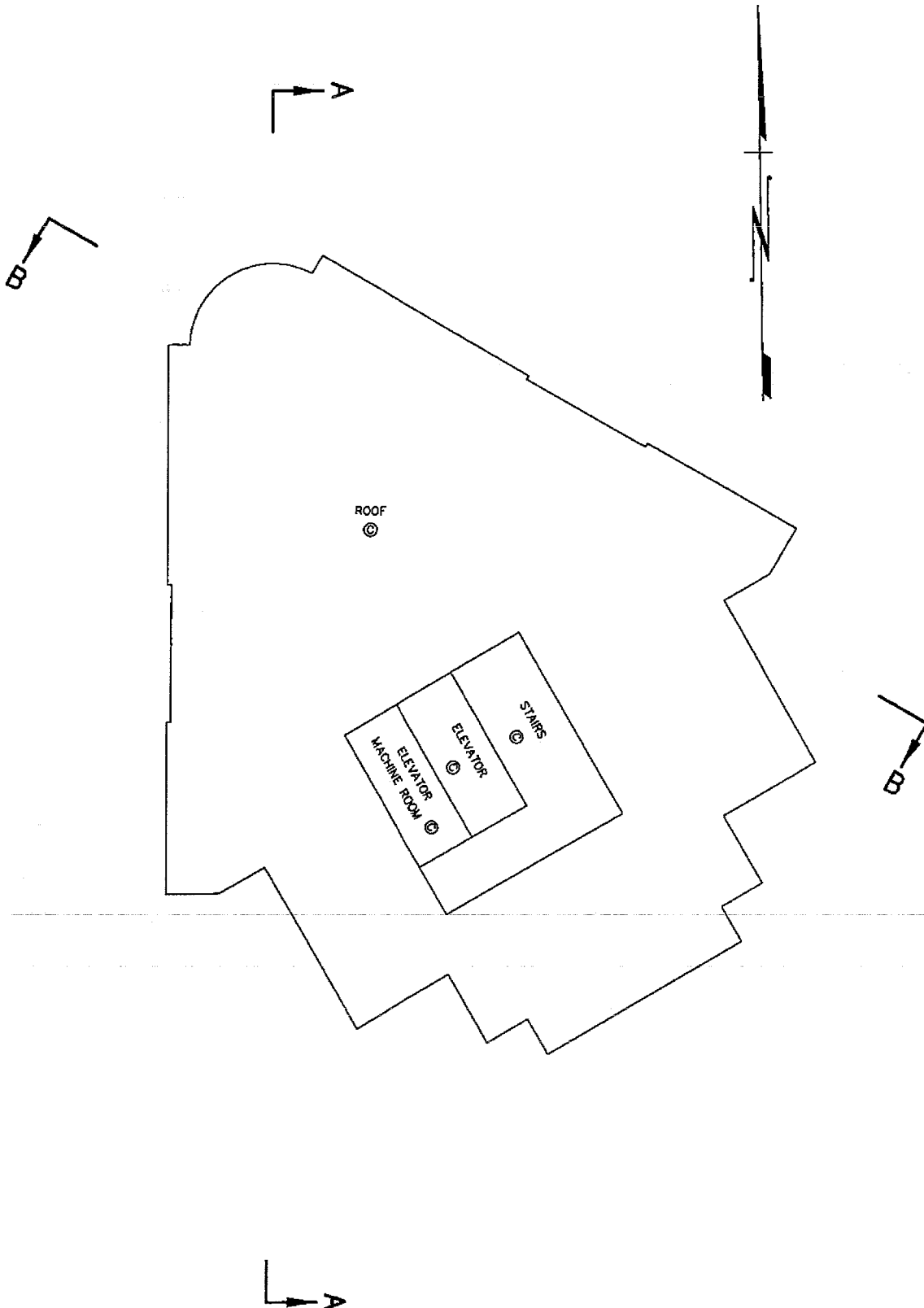
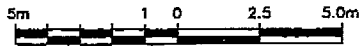
SCALE 1:150



MECHANICAL ON TOWER ROOF

STRATA PLAN BCS

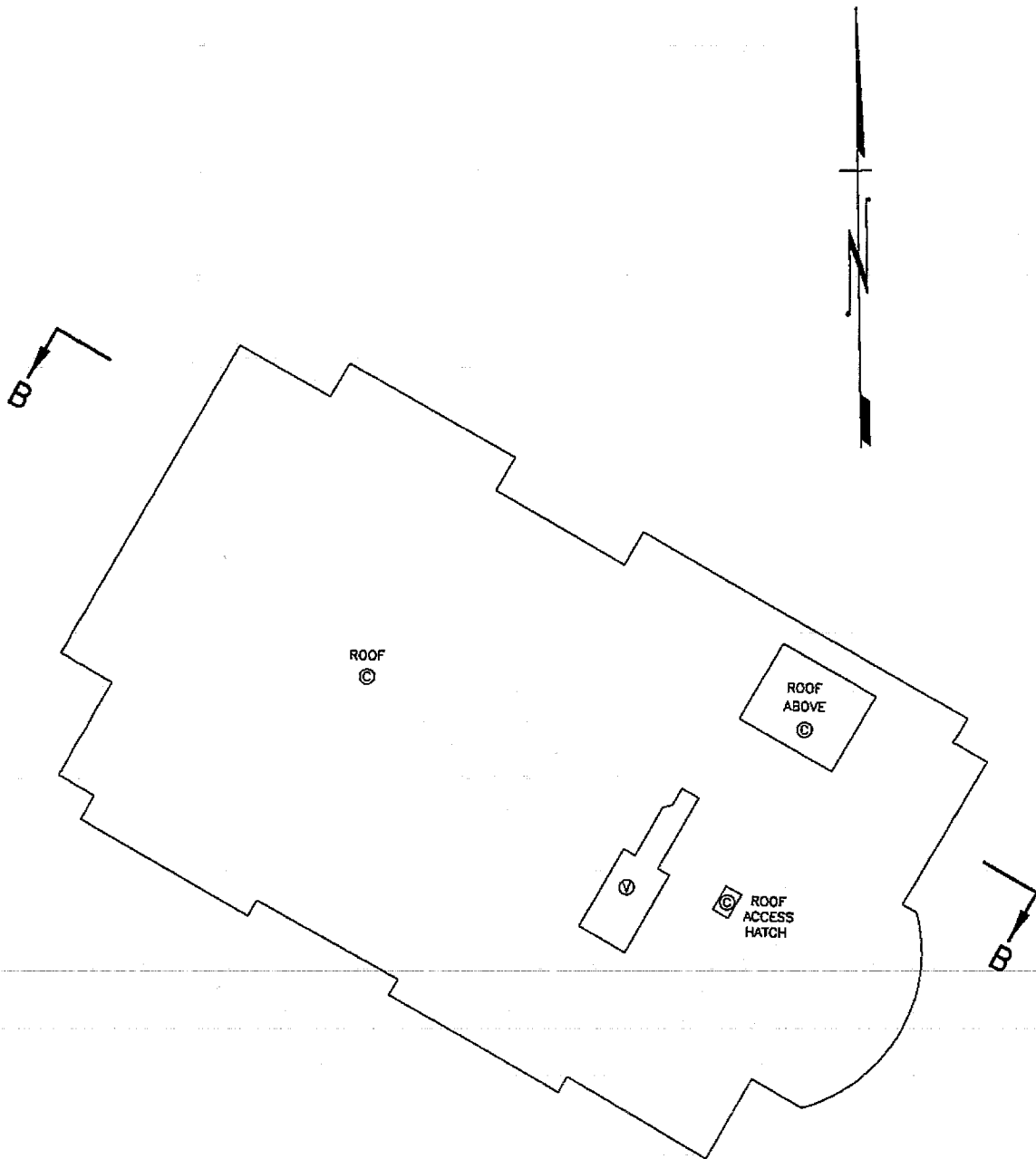
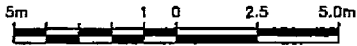
SCALE 1:150



6TH FLOOR ROOF

STRATA PLAN BCS

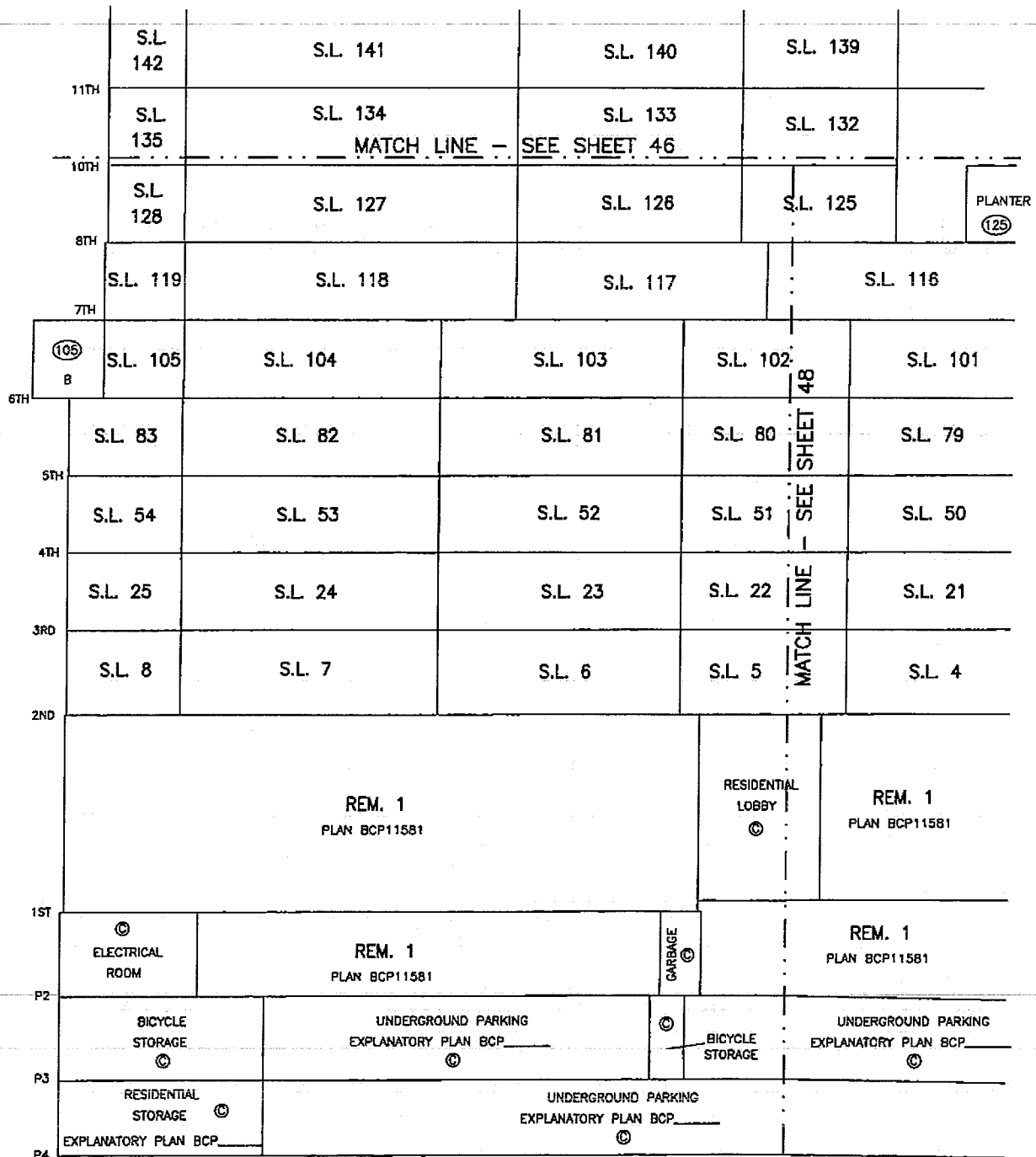
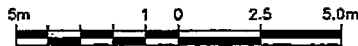
SCALE 1:150



SECTION A-A

STRATA PLAN BCS

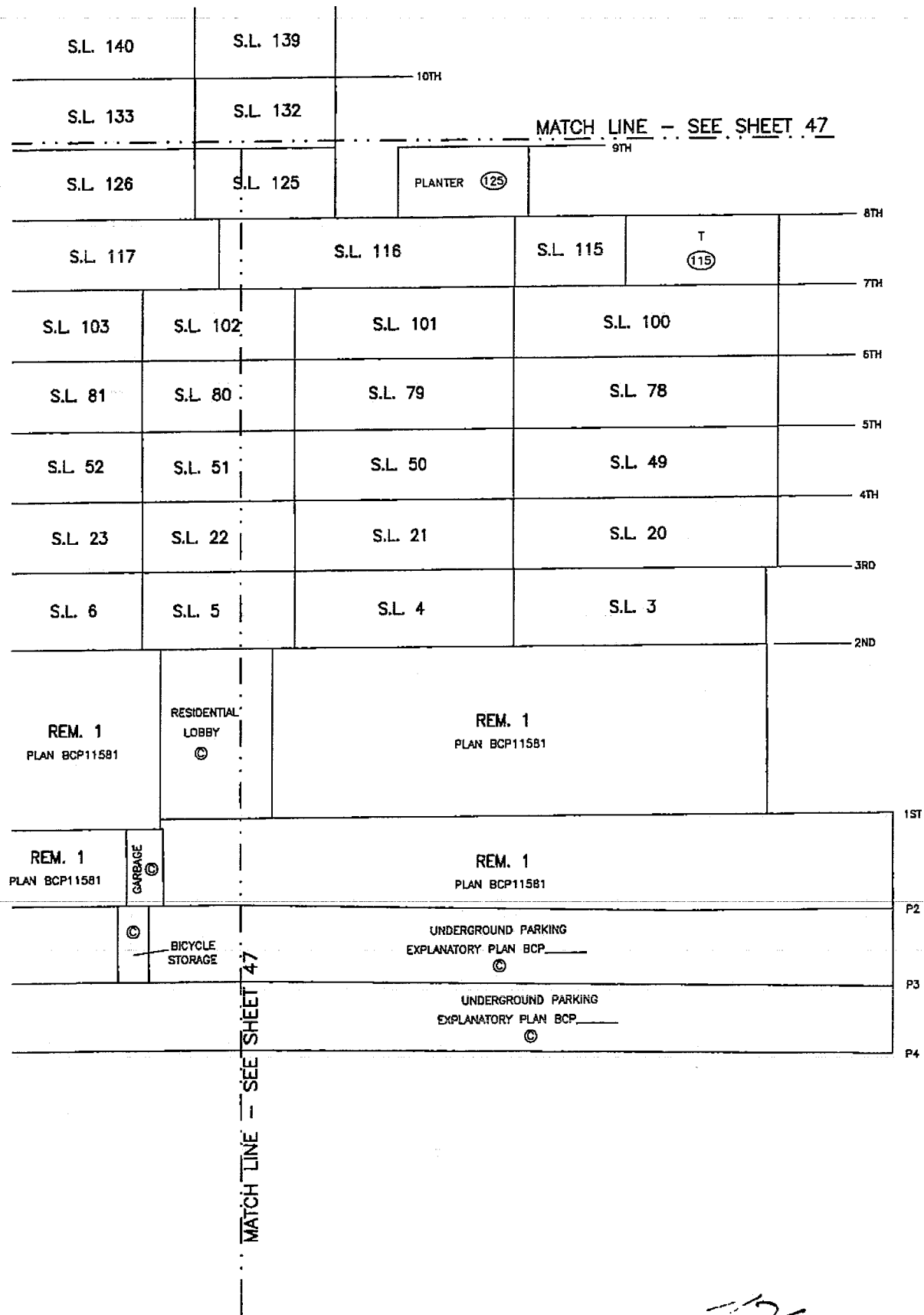
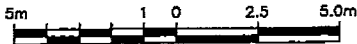
SCALE 1:150



SECTION A-A

STRATA PLAN BCS

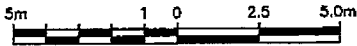
SCALE 1:150



SECTION B-B

STRATA PLAN BCS

SCALE 1:150



MATCH LINE - SEE SHEET 50

| | | | | | |
|-----|--|----------|-------------------------|---------|---------|
| | ROOF © | | | | |
| 6TH | 90 T | S.L. 90 | CORRIDOR © | S.L. 89 | S.L. 88 |
| 5TH | S.L. 64 | S.L. 63 | CORRIDOR © | S.L. 62 | S.L. 61 |
| 4TH | S.L. 35 | S.L. 34 | CORRIDOR © | S.L. 33 | S.L. 32 |
| 3RD | AMENITY ROOM © | STAIRS © | REM. 1 PLAN BCP11581 | | |
| 2ND | DRIVEWAY © | STAIRS © | | | |
| 1ST | UNDERGROUND PARKING EXPLANATORY PLAN BCP_____ © | | | | |
| P2 | UNDERGROUND PARKING EXPLANATORY PLAN BCP_____ © | | | | |
| P3 | UNDERGROUND PARKING EXPLANATORY PLAN BCP_____ © | | | | |
| P4 | | | | | |

SECTION B-B

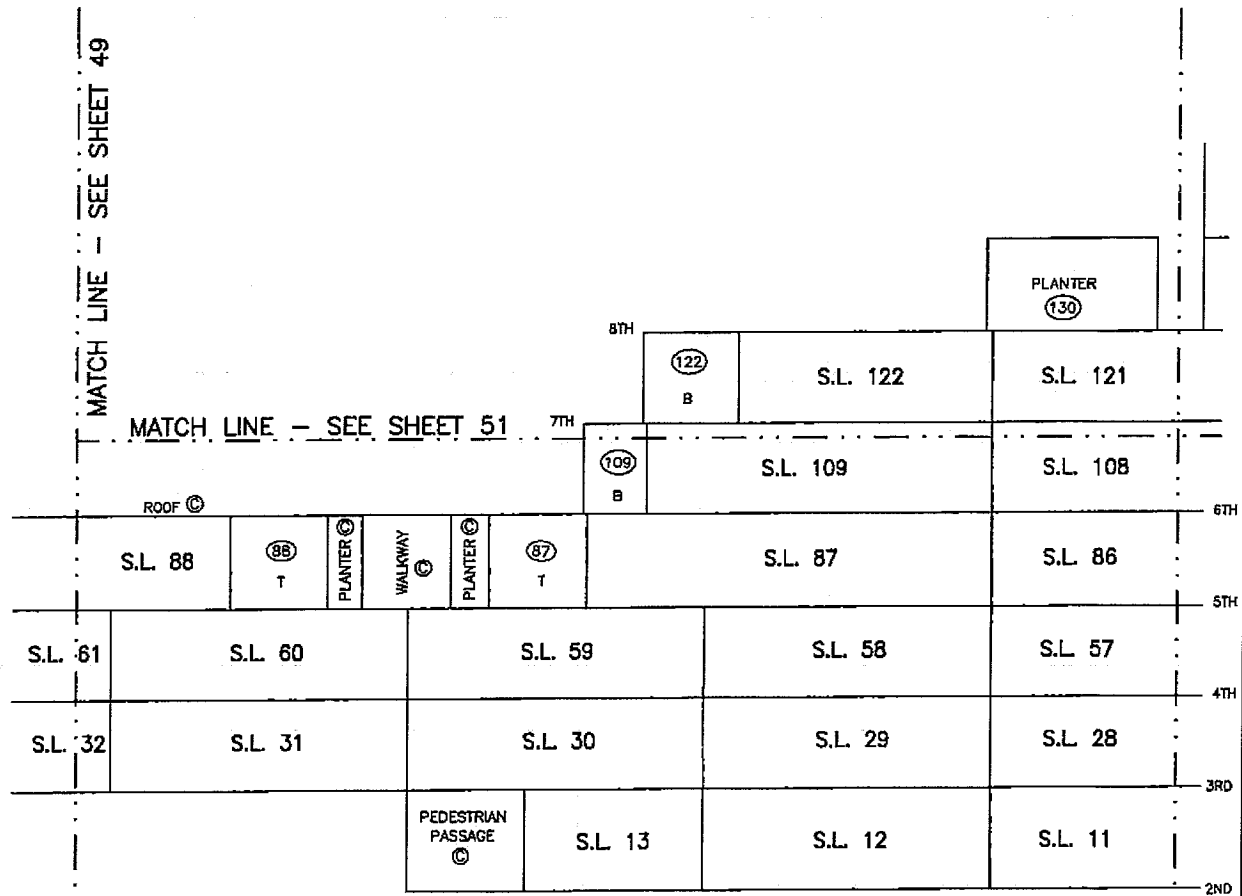
STRATA PLAN BCS

SCALE 1:150



MATCH LINE - SEE SHEET 49

MATCH LINE - SEE SHEET 51



REM. 1

PLAN BCP11581

1ST

UNDERGROUND PARKING
EXPLANATORY PLAN BCP _____

P2

UNDERGROUND PARKING
EXPLANATORY PLAN BCP _____

P3

UNDERGROUND PARKING
EXPLANATORY PLAN BCP _____

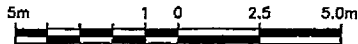
P4

MATCH LINE - SEE SHEET 51

SECTION B-B

STRATA PLAN BCS

SCALE 1:150



| | | | | | | |
|--|----------|---------------------------------------|----------|--|------------------------|-----|
| PLANTER (130) | S.L. 151 | S.L. 150 | S.L. 149 | S.L. 148 | 11TH | |
| | S.L. 144 | S.L. 143 | S.L. 142 | S.L. 141 | 10TH | |
| | S.L. 137 | S.L. 136 | S.L. 135 | S.L. 134 | 9TH | |
| | S.L. 130 | S.L. 129 | S.L. 128 | S.L. 127 | 8TH | |
| S.L. 121 | | S.L. 120 | S.L. 119 | S.L. 118 | 7TH | |
| S.L. 108 | S.L. 107 | MATCH LINE - SEE SHEET 52 S.L. 106 | | S.L. 105 | S.L. 104 (104) B | 6TH |
| S.L. 86 | S.L. 85 | S.L. 84 | S.L. 83 | S.L. 82 | | 5TH |
| S.L. 57 | S.L. 56 | S.L. 55 | S.L. 54 | S.L. 53 | | 4TH |
| S.L. 28 | S.L. 27 | S.L. 26 | S.L. 25 | S.L. 24 | | 3RD |
| S.L. 11 | S.L. 10 | S.L. 9 | S.L. 8 | S.L. 7 | | 2ND |
| REM. 1 PLAN BCP11581 | | | | | | 1ST |
| | | | | ELECTRIC ROOM Ⓢ | | P2 |
| UNDERGROUND PARKING EXPLANATORY PLAN BCP _____ Ⓢ | | | | BICYCLE STORAGE Ⓢ | | P3 |
| UNDERGROUND PARKING EXPLANATORY PLAN BCP _____ Ⓢ | | | | RESIDENTIAL STORAGE EXPLANATORY PLAN BCP _____ Ⓢ | | P4 |

SECTION B-B

STRATA PLAN BCS

SCALE 1:150



| | | | | | | |
|---------------------------|------------|------------|----------|----------|------------|------|
| MATCH LINE - SEE SHEET 50 | (192) T | (191) T | S.L. 191 | S.L. 190 | S.L. 189 | 17TH |
| | S.L. 186 | S.L. 185 | S.L. 184 | S.L. 183 | 16TH | |
| | S.L. 179 | S.L. 178 | S.L. 177 | S.L. 176 | 15TH | |
| | S.L. 172 | S.L. 171 | S.L. 170 | S.L. 169 | 14TH | |
| | S.L. 165 | S.L. 164 | S.L. 163 | S.L. 162 | 13TH | |
| | S.L. 158 | S.L. 157 | S.L. 156 | S.L. 155 | 12TH | |
| | S.L. 151 | S.L. 150 | S.L. 149 | S.L. 148 | 11TH | |
| | S.L. 144 | S.L. 143 | S.L. 142 | S.L. 141 | 10TH | |
| | S.L. 137 | S.L. 136 | S.L. 135 | S.L. 134 | 9TH | |
| | S.L. 130 | S.L. 129 | S.L. 128 | S.L. 127 | 8TH | |
| S.L. 121 | S.L. 120 | S.L. 119 | S.L. 118 | 7TH | | |
| S.L. 108 | S.L. 107 | S.L. 106 | S.L. 105 | S.L. 104 | (104) B | 6TH |
| S.L. 86 | S.L. 85 | S.L. 84 | S.L. 83 | S.L. 82 | 5TH | |
| S.L. 57 | S.L. 56 | S.L. 55 | S.L. 54 | S.L. 53 | 4TH | |
| S.L. 28 | S.L. 27 | S.L. 26 | S.L. 25 | S.L. 24 | | |

EXHIBIT "D"
PROPERTY MANAGEMENT AGREEMENT
AGENCY AGREEMENT

THIS AGREEMENT made as of the 1st day of November, 2007.

KEV - 2

BETWEEN: **The Owners Strata Plan BCS TBA ("aka King Edward Village 2"),** a Strata Corporation constituted under the Strata Property Act, S.B.C. 1998, C.43 and amendments thereto (hereinafter called the "Act") and having its address at 4028 Knight St, Vancouver, (hereinafter called the "Corporation")

OF THE FIRST PART

AND: **COLYVAN PACIFIC REAL ESTATE MANAGEMENT SERVICES LIMITED,** a company incorporated under the laws of the Province of British Columbia, with offices at Suite 202, 5704 Balsam Street, Vancouver, BC (Hereinafter called the "Agent")

OF THE SECOND PART

- A. The Corporation is constructing or has constructed a development (the "Development") at 4078 Knight Street, Vancouver, British Columbia;
- B. The Corporation intends to file a strata plan for the Development to create a strata corporation (the "Strata Corporation"), known as "King Edward Village 2";
- C. The Strata Corporation is responsible for the control, maintenance and administration of the common property 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 development (the "Services");
- D. The Corporation has agreed to contract with the Agent for the purpose of providing the Services described herein to the Strata Corporation and the Agent has agreed to provide such Services.

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:

- 1. The Corporation hereby appoints the Agent, and the Agent agrees to serve the Corporation as its exclusive Agent to provide the Services for the Corporation and the operations, comprising or associated with or carried on in connection therewith a Strata Corporation upon the terms and conditions herein contained;
- 2. The appointment of the Agent by the Corporation shall be for a term of one (1) year(s) from May 1, 2007 and will renew automatically for successive two-year (2) terms unless cancelled in accordance with the terms of this contract or by way of the Strata Property Act. The agent will be providing Services, including without limitation providing Form B's and Form F's immediately.
- 3. This Agreement and the appointment of the Agent by the Corporation may be terminated only:
 - a) By written receipt of a 3/4 Resolution of the Owners in accordance with the Strata Property Act section 39 giving Sixty (60) days written notice of termination;
 - b) By bankruptcy of the Agent;
 - c) Upon Thirty (30) days after notice of a breach of the terms and conditions of this Agreement by either party, providing the other party had received notice to rectify such breach within Thirty (30) days after such written notice had been received; or
 - d) Through insolvency, fraud or negligence of the Agent.

Upon termination, all obligations of the Agent shall cease and the Corporation shall pay to the Agent any monies due to it up to the date of such termination, and the Agent shall pay to the Corporation all monies held by it in trust for the Corporation.

- 4. The relationship of the Agent to the Corporation shall be that of Agent, and this agreement shall not under any circumstances constitute or be deemed to constitute that the Agent or any of its employees

be managers, officers, the legal representative, tenant, partner or employee of the Corporation. The Corporation may request and receive a change in Property Manager if the Property Manager does not meet their suitability requirements.

5. Upon termination of this appointment, the Corporation shall continue to be responsible for the payment of any and all bills, accounts, and expenses incurred by the Agent within the authority of this appointment and paid by the Agent after such termination. The Agent shall be entitled to retain, for Fifteen (15) days after the date of such termination, a holdback of the monies collected hereunder during the last calendar month that this appointment was in effect and to pay thereafter such bills, accounts and expenses or any of them. If the said holdback is not retained by the Agent or if it is insufficient, the Corporation agrees to reimburse the Agent promptly upon demand for any and all such bills, accounts and expenses paid by the Agent after the termination of this appointment and upon presentation by the Agent to the Corporation of paid invoices.
6. The Agent hereby accepts the said appointment for the period and upon the terms and conditions herein provided and covenants and agrees:
 - a) Under the direction of the Strata Council and acting on behalf of the Strata Corporation, to administer the common property and assets of the Corporation;
 - b) To investigate carefully all requirements for repairs and to timely report the results of such investigation or investigations to the Strata Council of the Corporation for their consideration and direction;
 - c) To collect all assessments and other revenues and amounts due to the Corporation in a timely fashion using due diligence;
 - d) To render an accounting statement of receipts, disbursements and charges on or before the Fifteenth (15th) day of each month following the month in which such receipts were collected and bills, accounts and expenses were settled, and to distribute surplus funds as directed in writing by the Corporation from time to time;
 - e) To furnish the services of its organization as Agent for the Corporation;
 - f) To attend, at a mutually agreed time and date, Quarterly meetings including the Annual General Meeting. It being understood, however, that attendance over and above the number of meetings or time specified shall be mutually agreed upon by the parties and at such cost as shown in Appendix B.
 - g) To make available for inspection at the request of an owner in the Corporation, all documents, accounts and records which it may have as Agent, and any such material shall be made available to any owner of the corporation, giving reasonable notice of their intention to inspect said records at the office of the Agent.
7. The Agent shall be deemed the Agent of the Corporation and shall execute all documents and contracts as directed by the Strata Council from time-to-time, commence legal proceedings as directed by the Strata Council, and perform all other duties provided for in this Agreement that is described as follows:
 - a) As Agent, to demand and recover from all present and future owners (the "Owners") of strata lots comprising the Corporation, all assessments and any and all other monies from time to time payable by such owners in any manner howsoever and to make and assent to all just and reasonable abatements, payments and allowances in respect thereof;
 - b) Upon non-payment of the said assessments, to take legal action for and in the name of the Corporation and to sign and deliver prompt and effectual receipts or other discharges or acknowledgements thereof;
 - c) To warn off, prohibit and proceed against in due form of law either before or after such warning off or prohibition any person who trespasses upon the Corporation property;
 - d) Wherever any dispute may be resolved, subject to the discretion of the Strata Council, by recourse to the appropriate authority, including legal proceedings, arbitration, mediation and internal appeals, the receipt by the Agent of a document containing the signatures of two members of the Strata Council is sufficient authority for the Agent to act;
 - e) To sign and give notices to owners of any defaults in any obligations of such owners to repair or to maintain or otherwise, in a timely fashion;
 - f) To pay all taxes and assessments which may be levied, other than taxes and assessments levied on individual strata lots;

- g) To ensure, to the best of its knowledge, that contractors are hired to carry out repairs or alterations to parts thereof of the Corporation and to purchase supplies and pay all bills; the Agent agrees to secure the approval of the Corporation of all unbudgeted expenditures in excess of \$1,500.00, unless amended by a Corporation bylaw, for any one item other than recurring operating charges or emergency repairs in excess of such maximum or, if in the opinion of the Agent, such are necessary to protect from damage or to maintain services in accordance with the obligation of the Corporation;
 - h) To co-ordinate the work of contractors or employees, and whenever the Agent deems it advisable or necessary, he shall hire or discharge contractors or employees. It is agreed and understood that all such employees and independent contractors shall be deemed to be employees and independent contractors of the Corporation and not of the Agent, and that the Agent shall not be responsible for the acts, defaults or negligence of such employees or independent contractors if reasonable care has been exercised in their recommendation, appointment and retention;
 - i) To make contracts in the name of and with respect to the Corporation, as applicable, to provide supplies and services as the Strata Council shall deem necessary;
 - j) To perform all obligations required to be performed by the Corporation pursuant to any agreement entered into between the Corporation and any other person, firm or corporation with respect to the Corporation;
 - k) To take such actions on behalf of the Corporation as may be necessary to comply promptly with any and all orders or requirements affecting the Corporation made by any governmental body or agency having authority there over or orders of any fire Marshall, or board of fire underwriters or similar body;
 - l) Subject to the limits expressed in clause 7(g), to place orders for and purchase, in the name of the Corporation, all such equipment, tools, appliances, materials and supplies as is necessary to equip properly and maintain the Corporation;
 - m) To investigate and report as to all accidents or claims for damage relating to the Corporation including all damage or destruction to any part of the Corporation.
8. The Corporation covenants and agrees:
- a) To save the Agent harmless from all claims, damages, costs and liability incurred in connection with the services provided to the Corporation and, without limiting the generality of the foregoing except in the instance of the Agent's negligence, fraud, willful misconduct, recklessness or unlawful act or omission, to save the Agent harmless from all claims, damages, costs and liability whatsoever arising out of any acts done by the Agent pursuant to instructions received by the Agent and to protect the Agent against all such claims, damages, costs, and liability in the same manner and to the same extent as the Corporation;
 - b) To pay to the Agent, in advance each and every month during the term of the agreement, a fee of **\$2587.00** (two thousand five hundred eighty seven dollars) per month plus GST for the first 199 units. This fee would include 12 meetings per annum consisting of eleven (11) council or joint (Tower 1 and Tower 2) council meetings plus the Annual General Meeting of the Strata.
 * A fee of 2% of any building envelope, roof, re-piping or major interior improvement works undertaken during the term of the agreement.
 * Fees of \$10.00 per strata lot for each month of deposit processing of special assessment payments.
 The Corporation hereby authorizes the Agent to deduct such remuneration from strata fees collected by the Agent;
 - c) That if the bills, accounts or expenses paid by the Agent pursuant to Clause 6 hereof in any calendar month exceed the assessments and other monies collected in such month by the Agent, to pay the Agent the amount of such excess promptly upon demand; and
 - d) To furnish to the Agent all documents and records available to the Corporation, which may be reasonably required by the Agent in connection with the service to the Corporation's building;
 - e) To pay the Corporation costs of printing, mailing and postage or other service charge of the Corporation;
 - f) During the term of this Agreement and for a period of two years commencing from the termination of the Agreement, whensoever and howsoever terminated, the Corporation shall

not, without the prior written consent of the Agent, which consent may be unreasonably or arbitrarily withheld, engage or contract with:

- a) Any present or past employee of the Agent (each of which is hereinafter known as a "Project Servicer") who, or which:
 - i. was, at any time during the term of this Agreement, an employee of the Agent; and
 - ii. met with and provided property management services to the Corporation on a repeated basis on behalf of the Agent; or
- b) Any partnership, firm, association, syndicate, company or other entity in which any such Project Servicer has an interest or by which any such Project Servicer is employed or contracted, to perform any of the services the Agent provided to the Corporation pursuant to this Agreement.

Notwithstanding anything in this Agreement contained, should any part of the provisions of paragraph 8(f) be held to be void and unenforceable by a Court of competent jurisdiction, such part shall be severed and replaced by the widest term that would not be held to be void or unenforceable.

The Corporation acknowledges and agrees that a breach of any of the covenants contained in paragraph 8(f) would result in damages to the Agent and the Agent would not be compensated adequately for such damages by a monetary award and, therefore, in the event of any such breach, in addition to all other remedies available to the Agent at law or in equity, the Agent shall be entitled as a matter of right to apply to a Court of competent jurisdiction and to be granted such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of such paragraph.

The Corporation also acknowledges and agrees that all restrictions contained in 8(f) are necessary and fundamental to the protection of the business and interest of the Agent, are reasonable and valid, and all defences to the strict enforcement thereof by the Agent are hereby waived by the Corporation.

- g) The Corporation agrees that for production of all documentation attributable to the transfer, conveyance, gift or otherwise disposed of ownership of a strata lot is at the expense of the owner of the strata lot and payable to the Agent.
9. That the Agent shall receive, keep full and maintain detailed records of the Corporation and shall, during normal office hours, by mutual agreement, allow access to such records as well as to all other books and records held by the Agent in connection with the operation of the Corporation.
 10. That the Corporation shall not be entitled to set off against any remuneration or other monies payable to the Agent under this agreement against any uncollected arrears of assessments and other monies.
 11. That it is agreed and understood that the Agent at all times shall be entitled to rely on and to act upon the instructions or directions received from the Corporation through members of Strata Council. Without limiting the generality of the foregoing, the Agent may from time to time request the receipt of instructions or directions, in writing, signed on behalf of the Corporation by at least two members of the Strata Council. The foregoing shall constitute full and sufficient authority for the Agent to act in accordance therewith.
 12. That the Strata Council agrees to review each statement of receipts and disbursements referred to in Clause 6(d) and, within Thirty (30) days from the date of issuance to the Corporation of such statement, to notify the Agent, in writing, of any alleged mistake or error on the part of the Agent in paying any bill, account or expense on behalf of the Corporation. If no such notification has been received by the Agent within Thirty (30) days after the end of the fiscal period to which such statement relates, the said statement shall be deemed to be conclusive and binding and the Agent shall be free from any and all claims in respect of such statement.
 13. That the Agent may with the approval of the Corporation, such approval may not be unreasonably withheld assign all of its interest in this agreement and its rights hereunder to any other firm or corporation, provided such assignee is a competent Agent and covenants with the Corporation to observe and perform the obligations of the Agent hereunder.

14. That no waiver, expressed or implied, by a party to or of any breach or default by the other party in performance by such other party of any of the obligations, covenants, terms, and/or conditions herein contained will be deemed or construed to be a consent or waiver to or of any breach or default in the performance by such other party of its obligations hereunder.
15. That in the event any provision of this Agreement, or any part thereof, shall be found to be invalid, the remainder of this Agreement shall be binding on the parties hereto and shall be construed that the invalid provision or part thereof had been deleted from this Agreement.
16. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
17. The attached Schedules form part this Agreement. All terms defined in the body of this Agreement will have the same meanings in the Schedules.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

The Common Seal of)
"King Edward Village 2 – BCS TBA",)
by the authorized signatory,)

The Common Seal of)
COLYVAN PACIFIC REAL ESTATE MANAGEMENT SERVICES LTD.)
was hereunto affixed in the presence of:)

APPENDIX A

GENERAL SERVICES

The following items are outlined and agreed to and will serve to specifically clarify the duties and responsibilities of the Agent. Many of these items are, in some form, contained within the Agreement.

- To obtain and maintain, at the expense of the Corporation, Strata Council Directors & Officers Liability Insurance, in addition to the Errors & Omissions minimum coverage in the amount of \$2,000,000.00.
 - To deposit all receipts of the Corporation in a trust account or accounts in an institution qualified to engage in the banking or trust business, separate from the Agent's personal accounts and separate from any other trust accounts held by the Agent.
 - To take and transcribe the minutes of Strata Council and General Meetings of the Corporation and supply a draft to the Strata Council within seven working days.
 - Provide the Strata Council with a monthly statement of receipts and expenses and provide a statement of contingency reserves and liquid assets (within 15 days of month end).
 - Provide a year-end financial statement to Council and arrange for auditing of the Strata Corporation, at the expense of the Corporation, as directed.
 - Attend the General meeting and, if requested, explain the Corporation's budget to the owners and assist with procedures.
 - Secure annual updates to the insurance appraisal for the property and renew insurance policies as they expire, at the direction of the Strata Council. Such insurance appraisal costs and premium costs to be at the expense of the Corporation.
 - To ensure that all insurance premiums are paid on time and that there are sufficient funds on hand to pay such premiums as they become due, and notify forthwith the Corporation if there are not sufficient funds to pay such premiums. The Agent shall not pay out of its trust accounts of the Corporation any monies to any person, including the Agent, when to do so would utilize funds required to pay insurance premiums; and this provision shall apply, notwithstanding the termination of the agreement, both before and after the termination, until the Agent has been released therefrom in writing by the Corporation.
-
- Note, record, and advise the Council of any problems of which the Agent becomes or is made aware of. Ensure that all possible follow-up action is taken in a timely manner to resolve problems in an efficient and, in the Agent's opinion, a cost effective manner in accordance with the direction of the Strata Council on budgetary restraints.
 - Receive and respond to all correspondence with owners as directed by the Strata Council.
 - To the best of their abilities, via correspondence with the owners, ensure that the owners adhere to bylaws and/or rules.
 - Provide assistance, to the best of the Agent's ability, with the interpretation of the prevailing legislation, and advise Council of generally accepted practices throughout the condominium industry. Such interpretation of the legislation to be used as a guide and not interpreted or regarded as legal interpretation.
 - Levy fines and liens against delinquent owners, as directed in the Bylaws. Provide follow up correspondence and initiate legal action as necessary.

- Provide documentation as required by legislation for the sale, transfer, or disposal of any strata lot. Such costs to be made to the owner of the strata lot, payable to the Agent.
- Maintain a 24-hour (emergency) service effecting life or property damage. The designated Agent will respond to all emergencies between the hours of 0830hrs on every Monday until 1630hrs each Friday, save and except for statutory holidays. A Weekend Relief Agent will respond outside of the hours shown.
- Monitor all service contracts and negotiate renewal or replacement of same.
- Maintain a registry of all owners and tenanted strata lots.
- Provide payroll accounting, if necessary.

APPENDIX B

GENERAL

1. Fees:

- | | | |
|---|--------------|-----------------------|
| a) Monthly Fee (199 units) | \$ 2587.00 | plus GST |
| b) Additional council meeting | \$ 75.00/hr | or part thereof |
| c) Meetings over two hours (third Hour) | \$ 75.00/hr | or part thereof |
| d) S.G.M. | \$ 125.00/hr | or part thereof |
| e) Title change forms | | At Owner cost |
| f) Annual Audit/License service charge | \$500.00 | annual strata expense |

2. Corporation Charges

- a) Photocopying (.15 per page).
- b) Printing at current rates
- c) Bank service charges (\$25.00 Per Month)
- d) Courier, as required.
- e) Printed Council, Special or General minute distribution to all owners.
- f) Corporation costs Telephone/Pager/Facsimile.
- g) Meeting room expenses.
- h) Payroll service: \$16.50/month
- i) Storage fee: \$20.00/annum

NOTE 1:

- i) G.S.T. is chargeable, where applicable, in accordance with the requirements made under Federal Law.
- ii) Attendance at any Court or Arbitration proceedings by the Agent is classified as an additional charge, chargeable at a rate of \$75.00 per hour.
- iii) Printing charges are subject to contract rate adjustment from time-to-time.
- iv) All charges are shown within the body of the contract or Appendix A or B herein or as agreed.

NOTE 2:

ColyVan Pacific utilizes **VanCity Savings Credit Union** located at Pender Street/Hornby Street, Vancouver, B.C.

- a) Each Strata Corporation account has \$ 100,000.00 deposit insurance coverage.
- b) Each Strata Corporation has a **separate trust account** for the **Operating Account** and another for the **Reserve Fund Account**.
- c) ColyVan Pacific has negotiated **interests** on both the Strata Corporation **Operating and Reserve Accounts**. Under the present agreement which may change from time to time without notice, this rate is Prime less two point five percent (2.5%) paid directly to the Corporation. This interest thereby significantly reduces our fees.
- d) The Strata Council directs the Agent on placement of long-term monies.

EXHIBIT "E"
SCHEDULE OF UNIT ENTITLEMENT (FORM V)
Strata Property Act
FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan, being a strata plan of:

City of Vancouver
Parcel Identifier
Air Space Parcel 2
D.L. 352
Group 1
New Westminster District
Air Space Plan BCP 31353

Complete and file only the applicable form of schedule.

STRATA PLAN CONSISTING ENTIRELY RESIDENTIAL STRATA LOTS

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

- ☒ (a) the habitable area of the 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, *Terence D. Connolly*, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: *April 14, 2008*.


Signature

OR

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

OR

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

Signature of Superintendent of Real Estate

| Strata Lot No. | Sheet No. | Habitable Area in m ² | Unit Entitlement | % of Total Unit Entitlement** |
|----------------|-----------|----------------------------------|------------------|-------------------------------|
| 1 | 18 | 50.3 | 50 | 0.4 |
| 2 | 18 | 82.5 | 83 | 0.6 |
| 3 | 18 | 78.9 | 79 | 0.6 |
| 4 | 18 | 81.7 | 82 | 0.6 |
| 5 | 18 | 61.7 | 62 | 0.5 |
| 6 | 18 | 78.0 | 78 | 0.6 |
| 7 | 18 | 94.2 | 94 | 0.7 |

| | | | | |
|----|----|------|----|-----|
| 8 | 18 | 93.8 | 94 | 0.7 |
| 9 | 18 | 75.3 | 75 | 0.6 |
| 10 | 18 | 50.8 | 51 | 0.4 |
| 11 | 19 | 79.2 | 79 | 0.6 |
| 12 | 19 | 75.1 | 75 | 0.6 |
| 13 | 19 | 47.8 | 48 | 0.4 |
| 14 | 19 | 50.8 | 51 | 0.4 |
| 15 | 19 | 54.5 | 55 | 0.4 |
| 16 | 18 | 50.3 | 50 | 0.4 |
| 17 | 21 | 59.6 | 60 | 0.5 |
| 18 | 21 | 46.6 | 47 | 0.4 |
| 19 | 21 | 85.8 | 86 | 0.6 |
| 20 | 21 | 83.2 | 83 | 0.6 |
| 21 | 21 | 81.0 | 81 | 0.6 |
| 22 | 21 | 51.3 | 51 | 0.4 |
| 23 | 21 | 77.3 | 77 | 0.6 |
| 24 | 21 | 96.0 | 96 | 0.7 |
| 25 | 21 | 95.6 | 96 | 0.7 |
| 26 | 21 | 77.1 | 77 | 0.6 |
| 27 | 21 | 51.4 | 51 | 0.4 |
| 28 | 22 | 81.0 | 81 | 0.6 |
| 29 | 22 | 81.1 | 81 | 0.6 |
| 30 | 22 | 77.0 | 77 | 0.6 |
| 31 | 22 | 77.0 | 77 | 0.6 |
| 32 | 23 | 81.1 | 81 | 0.6 |
| 33 | 23 | 79.2 | 79 | 0.6 |
| 34 | 23 | 42.6 | 43 | 0.3 |
| 35 | 23 | 67.1 | 67 | 0.5 |
| 36 | 23 | 80.8 | 81 | 0.6 |
| 37 | 23 | 51.6 | 52 | 0.4 |
| 38 | 23 | 51.4 | 51 | 0.4 |
| 39 | 22 | 52.5 | 52 | 0.4 |
| 40 | 22 | 51.6 | 52 | 0.4 |
| 41 | 22 | 51.5 | 52 | 0.4 |
| 42 | 22 | 51.5 | 52 | 0.4 |
| 43 | 22 | 52.0 | 52 | 0.4 |
| 44 | 21 | 46.9 | 47 | 0.4 |
| 45 | 21 | 59.7 | 60 | 0.5 |
| 46 | 24 | 59.6 | 60 | 0.5 |
| 47 | 24 | 46.6 | 47 | 0.4 |
| 48 | 24 | 85.8 | 86 | 0.6 |
| 49 | 24 | 83.2 | 83 | 0.6 |
| 50 | 24 | 81.0 | 81 | 0.6 |
| 51 | 24 | 51.3 | 51 | 0.4 |
| 52 | 24 | 77.3 | 77 | 0.6 |
| 53 | 24 | 96.0 | 96 | 0.7 |
| 54 | 24 | 95.6 | 96 | 0.7 |
| 55 | 24 | 77.1 | 77 | 0.6 |
| 56 | 24 | 51.4 | 51 | 0.4 |
| 57 | 25 | 81.0 | 81 | 0.6 |
| 58 | 25 | 81.1 | 81 | 0.6 |
| 59 | 25 | 77.1 | 77 | 0.6 |
| 60 | 25 | 77.1 | 77 | 0.6 |
| 61 | 26 | 74.9 | 75 | 0.6 |
| 62 | 26 | 73.0 | 73 | 0.5 |
| 63 | 26 | 42.8 | 43 | 0.3 |

| | | | | |
|-----|----|------|----|-----|
| 64 | 26 | 66.7 | 67 | 0.5 |
| 65 | 26 | 80.8 | 81 | 0.6 |
| 66 | 26 | 51.5 | 52 | 0.4 |
| 67 | 26 | 51.4 | 51 | 0.4 |
| 68 | 25 | 52.7 | 53 | 0.4 |
| 69 | 25 | 51.6 | 52 | 0.4 |
| 70 | 25 | 51.3 | 51 | 0.4 |
| 71 | 25 | 51.5 | 52 | 0.4 |
| 72 | 25 | 52.1 | 52 | 0.4 |
| 73 | 25 | 46.9 | 47 | 0.4 |
| 74 | 24 | 59.7 | 60 | 0.5 |
| 75 | 27 | 59.6 | 60 | 0.5 |
| 76 | 27 | 46.6 | 47 | 0.4 |
| 77 | 27 | 86.1 | 86 | 0.6 |
| 78 | 27 | 76.9 | 77 | 0.6 |
| 79 | 27 | 74.8 | 75 | 0.6 |
| 80 | 27 | 51.3 | 51 | 0.4 |
| 81 | 27 | 71.0 | 71 | 0.5 |
| 82 | 27 | 89.5 | 89 | 0.7 |
| 83 | 27 | 88.9 | 89 | 0.7 |
| 84 | 27 | 70.8 | 71 | 0.5 |
| 85 | 27 | 51.4 | 51 | 0.4 |
| 86 | 28 | 74.8 | 75 | 0.6 |
| 87 | 28 | 96.5 | 97 | 0.7 |
| 88 | 29 | 82.8 | 83 | 0.6 |
| 89 | 29 | 58.6 | 59 | 0.4 |
| 90 | 29 | 98.8 | 99 | 0.7 |
| 91 | 29 | 51.7 | 52 | 0.4 |
| 92 | 29 | 51.2 | 51 | 0.4 |
| 93 | 29 | 75.8 | 76 | 0.6 |
| 94 | 28 | 73.8 | 74 | 0.6 |
| 95 | 27 | 46.9 | 47 | 0.4 |
| 96 | 27 | 59.7 | 60 | 0.5 |
| 97 | 30 | 59.6 | 60 | 0.5 |
| 98 | 30 | 46.6 | 47 | 0.4 |
| 99 | 30 | 85.7 | 86 | 0.6 |
| 100 | 30 | 76.9 | 77 | 0.6 |
| 101 | 30 | 74.8 | 75 | 0.6 |
| 102 | 30 | 51.3 | 51 | 0.4 |
| 103 | 30 | 71.0 | 71 | 0.5 |
| 104 | 30 | 84.4 | 84 | 0.6 |
| 105 | 30 | 84.1 | 84 | 0.6 |
| 106 | 30 | 70.8 | 71 | 0.5 |
| 107 | 30 | 51.4 | 51 | 0.4 |
| 108 | 31 | 74.8 | 75 | 0.6 |
| 109 | 31 | 77.6 | 78 | 0.6 |
| 110 | 31 | 86.0 | 86 | 0.6 |
| 111 | 31 | 47.1 | 47 | 0.4 |
| 112 | 30 | 59.7 | 60 | 0.5 |
| 113 | 32 | 59.5 | 60 | 0.5 |
| 114 | 32 | 46.4 | 46 | 0.3 |
| 115 | 32 | 91.2 | 91 | 0.7 |
| 116 | 32 | 81.7 | 82 | 0.6 |
| 117 | 32 | 61.1 | 61 | 0.5 |
| 118 | 32 | 88.3 | 88 | 0.7 |

| | | | | |
|-----|----|------|----|-----|
| 119 | 32 | 88.2 | 88 | 0.7 |
| 120 | 32 | 61.0 | 61 | 0.5 |
| 121 | 33 | 81.8 | 82 | 0.6 |
| 122 | 33 | 91.7 | 92 | 0.7 |
| 123 | 32 | 46.7 | 47 | 0.4 |
| 124 | 32 | 59.7 | 60 | 0.5 |
| 125 | 34 | 71.1 | 71 | 0.5 |
| 126 | 34 | 55.2 | 55 | 0.4 |
| 127 | 34 | 87.6 | 88 | 0.7 |
| 128 | 34 | 87.5 | 88 | 0.7 |
| 134 | 34 | 55.4 | 55 | 0.4 |
| 130 | 34 | 75.6 | 76 | 0.6 |
| 131 | 34 | 58.8 | 59 | 0.4 |
| 132 | 35 | 71.1 | 71 | 0.5 |
| 133 | 35 | 55.2 | 55 | 0.4 |
| 134 | 35 | 87.6 | 88 | 0.7 |
| 135 | 35 | 87.5 | 88 | 0.7 |
| 136 | 35 | 55.4 | 55 | 0.4 |
| 137 | 35 | 75.6 | 76 | 0.6 |
| 138 | 35 | 58.8 | 59 | 0.4 |
| 139 | 36 | 71.1 | 71 | 0.5 |
| 140 | 36 | 55.2 | 55 | 0.4 |
| 141 | 36 | 87.6 | 88 | 0.7 |
| 142 | 36 | 87.5 | 88 | 0.7 |
| 143 | 36 | 55.4 | 55 | 0.4 |
| 144 | 36 | 75.6 | 76 | 0.6 |
| 145 | 36 | 58.8 | 59 | 0.4 |
| 146 | 37 | 71.1 | 71 | 0.5 |
| 147 | 37 | 55.2 | 55 | 0.4 |
| 148 | 37 | 87.6 | 88 | 0.7 |
| 149 | 37 | 87.5 | 88 | 0.7 |
| 150 | 37 | 55.4 | 55 | 0.4 |
| 151 | 37 | 75.6 | 76 | 0.6 |
| 152 | 37 | 58.8 | 59 | 0.4 |
| 153 | 38 | 71.1 | 71 | 0.5 |
| 154 | 38 | 55.2 | 55 | 0.4 |
| 155 | 38 | 87.6 | 88 | 0.7 |
| 156 | 38 | 87.5 | 88 | 0.7 |
| 157 | 38 | 55.4 | 55 | 0.4 |
| 158 | 38 | 75.6 | 76 | 0.6 |
| 159 | 38 | 58.8 | 59 | 0.4 |
| 160 | 39 | 71.1 | 71 | 0.5 |
| 161 | 39 | 55.2 | 55 | 0.4 |
| 162 | 39 | 87.6 | 88 | 0.7 |
| 163 | 39 | 87.5 | 88 | 0.7 |
| 164 | 39 | 55.4 | 55 | 0.4 |
| 165 | 39 | 75.6 | 76 | 0.6 |
| 166 | 39 | 58.8 | 59 | 0.4 |
| 167 | 40 | 71.1 | 71 | 0.5 |
| 168 | 40 | 55.2 | 55 | 0.4 |
| 169 | 40 | 87.6 | 88 | 0.7 |
| 170 | 40 | 87.5 | 88 | 0.7 |
| 171 | 40 | 55.4 | 55 | 0.4 |
| 172 | 40 | 75.6 | 76 | 0.6 |
| 173 | 40 | 58.8 | 59 | 0.4 |

| | | | | |
|---|----|-------|--|-----|
| 174 | 41 | 71.1 | 71 | 0.5 |
| 175 | 41 | 55.2 | 55 | 0.4 |
| 176 | 41 | 87.6 | 88 | 0.7 |
| 177 | 41 | 87.5 | 88 | 0.7 |
| 178 | 41 | 55.4 | 55 | 0.4 |
| 179 | 41 | 75.6 | 76 | 0.6 |
| 180 | 41 | 58.8 | 59 | 0.4 |
| 181 | 42 | 71.1 | 71 | 0.5 |
| 182 | 42 | 55.2 | 55 | 0.4 |
| 183 | 42 | 87.6 | 88 | 0.7 |
| 184 | 42 | 87.5 | 88 | 0.7 |
| 185 | 42 | 55.4 | 55 | 0.4 |
| 186 | 42 | 75.6 | 76 | 0.6 |
| 187 | 42 | 58.8 | 59 | 0.4 |
| 188 | 43 | 72.2 | 72 | 0.5 |
| 189 | 43 | 88.0 | 88 | 0.7 |
| 190 | 43 | 88.0 | 88 | 0.7 |
| 191 | 43 | 73.0 | 73 | 0.5 |
| 192 | 43 | 106.1 | 106 | 0.8 |
| Total number of residential strata lots: 192 | | | Total unit entitlement: 13334 | |

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

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

EXHIBIT "F"
RENTAL DISCLOSURE STATEMENT

Exhibit "F"

FORM J RENTAL DISCLOSURE STATEMENT

Strata Property Act
FORM J
RENTAL DISCLOSURE STATEMENT

(Section 139)

Re: Strata Plan to be filed with respect to lands in the City of Vancouver described as

Parcel Identifier: 027-216-616

Air Space Parcel 2 District Lot 352 Group 1 New Westminster District

Air Space Plan BCP31353

1. The development described above includes 192 residential strata lots.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

| Description of Strata Lot <i>[as shown on Strata Plan]</i> | Date Rental Period Expires <i>[month day, year]</i> |
|---|--|
| nil | n/a |

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 192 residential strata lots, as described below, until the date set out opposite each strata lot's description:

| Description of Strata Lot <i>[as shown on Strata Plan]</i> | Date Rental Period Expires <i>[month day, year]</i> |
|---|--|
| all strata lots | April 30, 2208 |

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

Dated: April _____, 2008.

REGISTERED OWNERS

TRI EAGLE INVESTMENTS LTD.

Per: _____
President

BENEFICIAL OWNER

TRI POWER DEVELOPMENTS LIMITED
PARTNERSHIP, by its General Partners

TRI POWER LANDS INC.

Per: _____
President

TRI EAGLE LANDS INC.

Per: _____
President

TRI EAGLE CAPITAL INC.

Per: _____
President

TRI POWER DEVELOPMENTS INC.

Per: _____

GLOBAL COIN CORPORATION

Per: _____
President

AQUILINI INVESTMENT GROUP LIMITED
PARTNERSHIP, by its general partner, 638769 B.C.
Ltd.

Per: _____
President

Exhibit "G"

PROJECTED OPERATING BUDGET

| King Edward Village 2 BCS Strata 2 Budget 2007-2008 | |
|--|----------------------|
| 199 Units | BCS2 Res Budget |
| ADMINISTRATION | |
| Insurance/appraisal | \$ 38,856.38 |
| Management fees | \$ 32,906.64 |
| Post/copy/bank | \$ 4,945.36 |
| C.R.F. | \$ 33,090.00 |
| REPAIRS/MAINTENANCE | |
| Elevator | \$ 27,000.00 |
| Fire safety/maintenance | \$ 5,651.83 |
| Repair and Maint | \$ 8,831.00 |
| HVAC | \$ 2,207.75 |
| Janitorial | \$ 37,500.00 |
| Landscape | \$ 6,819.30 |
| Misc/garage gate | \$ 3,750.62 |
| Pest control | \$ 1,200.00 |
| Security | \$ 28,000.00 |
| Window cleaning | \$ 4,800.00 |
| Enterphone | \$ 6,400.00 |
| Garbage/recycling | \$ 9,945.00 |
| Sewer/water | \$ 28,259.19 |
| Electricity | \$ 42,388.79 |
| Gas | \$ 41,440.00 |
| | |
| Total | \$ 363,991.86 |

Exhibit "H"

MONTHLY ALLOCATION OF OPERATING BUDGET AMONG STRATA LOTS

| Unit Number | S/L # | Unit Entitlement | Strata Fees |
|----------------|-------|------------------|----------------|
| 201 | 1 | 50 | 113.74 |
| 202 | 2 | 83 | 188.81 |
| 203 | 3 | 79 | 179.71 |
| 204 | 4 | 82 | 186.54 |
| 205 | 5 | 62 | 141.04 |
| 206 | 6 | 78 | 177.44 |
| 207 | 7 | 94 | 213.83 |
| 208 | 8 | 94 | 213.83 |
| 209 | 9 | 75 | 170.61 |
| 210 | 10 | 51 | 116.02 |
| 211 | 11 | 79 | 179.71 |
| 212 | 12 | 75 | 170.61 |
| 213 | 13 | 48 | 109.19 |
| 214 | 14 | 51 | 116.02 |
| 215 | 15 | 55 | 125.12 |
| 216 | 16 | 50 | 113.74 |
| 301 | 17 | 60 | 136.49 |
| 302 | 18 | 47 | 106.92 |
| 303 | 19 | 86 | 195.64 |
| 304 | 20 | 83 | 188.81 |
| 305 | 21 | 81 | 184.26 |
| 306 | 22 | 51 | 116.02 |
| 307 | 23 | 77 | 175.16 |
| 308 | 24 | 96 | 218.38 |
| 309 | 25 | 96 | 218.38 |
| 310 | 26 | 77 | 175.16 |
| 311 | 27 | 51 | 116.02 |
| 312 | 28 | 81 | 184.26 |
| 313 | 29 | 81 | 184.26 |
| 314 | 30 | 77 | 175.16 |
| 315 | 31 | 77 | 175.16 |
| 357 | 32 | 81 | 184.26 |
| 358 | 33 | 79 | 179.71 |
| 351 | 34 | 43 | 97.82 |
| 352 | 35 | 67 | 152.41 |
| 353 | 36 | 81 | 184.26 |
| 354 | 37 | 52 | 118.29 |
| 355 | 38 | 51 | 116.02 |
| 356 | 39 | 52 | 118.29 |
| 316 | 40 | 52 | 118.29 |
| 317 | 41 | 52 | 118.29 |
| 318 | 42 | 52 | 118.29 |
| 319 | 43 | 52 | 118.29 |
| 320 | 44 | 47 | 106.92 |
| 321 | 45 | 60 | 136.49 |
| 401 | 46 | 60 | 136.49 |

| | | | |
|-----|----|----|--------|
| 402 | 47 | 47 | 106.92 |
| 403 | 48 | 86 | 195.64 |
| 404 | 49 | 83 | 188.81 |
| 405 | 50 | 81 | 184.26 |
| 406 | 51 | 51 | 116.02 |
| 407 | 52 | 77 | 175.16 |
| 408 | 53 | 96 | 218.38 |
| 409 | 54 | 96 | 218.38 |
| 410 | 55 | 77 | 175.16 |
| 411 | 56 | 51 | 116.02 |
| 412 | 57 | 81 | 184.26 |
| 413 | 58 | 81 | 184.26 |
| 414 | 59 | 77 | 175.16 |
| 415 | 60 | 77 | 175.16 |
| 457 | 61 | 75 | 170.61 |
| 458 | 62 | 73 | 166.06 |
| 451 | 63 | 43 | 97.82 |
| 452 | 64 | 67 | 152.41 |
| 453 | 65 | 81 | 184.26 |
| 454 | 66 | 52 | 118.29 |
| 455 | 67 | 51 | 116.02 |
| 456 | 68 | 53 | 120.57 |
| 416 | 69 | 52 | 118.29 |
| 417 | 70 | 51 | 116.02 |
| 418 | 71 | 52 | 118.29 |
| 419 | 72 | 52 | 118.29 |
| 420 | 73 | 47 | 106.92 |
| 421 | 74 | 60 | 136.49 |
| 501 | 75 | 60 | 136.49 |
| 502 | 76 | 47 | 106.92 |
| 503 | 77 | 86 | 195.64 |
| 504 | 78 | 77 | 175.16 |
| 505 | 79 | 75 | 170.61 |
| 506 | 80 | 51 | 116.02 |
| 507 | 81 | 71 | 161.51 |
| 508 | 82 | 89 | 202.46 |
| 509 | 83 | 89 | 202.46 |
| 510 | 84 | 71 | 161.51 |
| 511 | 85 | 51 | 116.02 |
| 512 | 86 | 75 | 170.61 |
| 513 | 87 | 97 | 220.66 |
| 555 | 88 | 83 | 188.81 |
| 556 | 89 | 59 | 134.22 |
| 551 | 90 | 99 | 225.21 |
| 552 | 91 | 52 | 118.29 |
| 553 | 92 | 51 | 116.02 |
| 554 | 93 | 76 | 172.89 |
| 514 | 94 | 74 | 168.34 |
| 515 | 95 | 47 | 106.92 |
| 516 | 96 | 60 | 136.49 |

| | | | |
|------|-----|----|--------|
| 601 | 97 | 60 | 136.49 |
| 602 | 98 | 47 | 106.92 |
| 603 | 99 | 86 | 195.64 |
| 604 | 100 | 77 | 175.16 |
| 605 | 101 | 75 | 170.61 |
| 606 | 102 | 51 | 116.02 |
| 607 | 103 | 71 | 161.51 |
| 608 | 104 | 84 | 191.09 |
| 609 | 105 | 84 | 191.09 |
| 610 | 106 | 71 | 161.51 |
| 611 | 107 | 51 | 116.02 |
| 612 | 108 | 75 | 170.61 |
| 613 | 109 | 78 | 177.44 |
| 614 | 110 | 86 | 195.64 |
| 615 | 111 | 47 | 106.92 |
| 616 | 112 | 60 | 136.49 |
| 701 | 113 | 60 | 136.49 |
| 702 | 114 | 46 | 104.64 |
| 703 | 115 | 91 | 207.01 |
| 704 | 116 | 82 | 186.54 |
| 705 | 117 | 61 | 138.76 |
| 706 | 118 | 88 | 200.19 |
| 707 | 119 | 88 | 200.19 |
| 708 | 120 | 61 | 138.76 |
| 709 | 121 | 82 | 186.54 |
| 710 | 122 | 92 | 209.28 |
| 711 | 123 | 47 | 106.92 |
| 712 | 124 | 60 | 136.49 |
| 802 | 125 | 71 | 161.51 |
| 803 | 126 | 55 | 125.12 |
| 804 | 127 | 88 | 200.19 |
| 805 | 128 | 88 | 200.19 |
| 806 | 129 | 55 | 125.12 |
| 807 | 130 | 76 | 172.89 |
| 801 | 131 | 59 | 134.22 |
| 902 | 132 | 71 | 161.51 |
| 903 | 133 | 55 | 125.12 |
| 904 | 134 | 88 | 200.19 |
| 905 | 135 | 88 | 200.19 |
| 906 | 136 | 55 | 125.12 |
| 907 | 137 | 76 | 172.89 |
| 901 | 138 | 59 | 134.22 |
| 1002 | 139 | 71 | 161.51 |
| 1003 | 140 | 55 | 125.12 |
| 1004 | 141 | 88 | 200.19 |
| 1005 | 142 | 88 | 200.19 |
| 1006 | 143 | 55 | 125.12 |
| 1007 | 144 | 76 | 172.89 |
| 1001 | 145 | 59 | 134.22 |
| 1102 | 146 | 71 | 161.51 |

| | | | |
|----------|-----|-------|-----------|
| 1103 | 147 | 55 | 125.12 |
| 1104 | 148 | 88 | 200.19 |
| 1105 | 149 | 88 | 200.19 |
| 1106 | 150 | 55 | 125.12 |
| 1107 | 151 | 76 | 172.89 |
| 1101 | 152 | 59 | 134.22 |
| 1202 | 153 | 71 | 161.51 |
| 1203 | 154 | 55 | 125.12 |
| 1204 | 155 | 88 | 200.19 |
| 1205 | 156 | 88 | 200.19 |
| 1206 | 157 | 55 | 125.12 |
| 1207 | 158 | 76 | 172.89 |
| 1201 | 159 | 59 | 134.22 |
| 1302 | 160 | 71 | 161.51 |
| 1303 | 161 | 55 | 125.12 |
| 1304 | 162 | 88 | 200.19 |
| 1305 | 163 | 88 | 200.19 |
| 1306 | 164 | 55 | 125.12 |
| 1307 | 165 | 76 | 172.89 |
| 1301 | 166 | 59 | 134.22 |
| 1402 | 167 | 71 | 161.51 |
| 1403 | 168 | 55 | 125.12 |
| 1404 | 169 | 88 | 200.19 |
| 1405 | 170 | 88 | 200.19 |
| 1406 | 171 | 55 | 125.12 |
| 1407 | 172 | 76 | 172.89 |
| 1401 | 173 | 59 | 134.22 |
| 1502 | 174 | 71 | 161.51 |
| 1503 | 175 | 55 | 125.12 |
| 1504 | 176 | 88 | 200.19 |
| 1505 | 177 | 88 | 200.19 |
| 1506 | 178 | 55 | 125.12 |
| 1507 | 179 | 76 | 172.89 |
| 1501 | 180 | 59 | 134.22 |
| 1602 | 181 | 71 | 161.51 |
| 1603 | 182 | 55 | 125.12 |
| 1604 | 183 | 88 | 200.19 |
| 1605 | 184 | 88 | 200.19 |
| 1606 | 185 | 55 | 125.12 |
| 1607 | 186 | 76 | 172.89 |
| 1601 | 187 | 59 | 134.22 |
| 1702 | 188 | 72 | 163.79 |
| 1703 | 189 | 88 | 200.19 |
| 1704 | 190 | 88 | 200.19 |
| 1705 | 191 | 73 | 166.06 |
| 1701 | 192 | 106 | 241.13 |
| Tot Res. | | 13334 | 30,332.84 |

363,991.86

363,994.08

EXHIBIT "I"
CONTRACT OF PURCHASE AND SALE

KING EDWARD VILLAGE
Phase 2

CONTRACT OF PURCHASE AND SALE

Date of Contract: _____

TO: Tri Power Development Limited Partnership, Tri Eagle Investments Inc., Tri Power Lands Inc., Tri Eagle Lands Inc. and Tri Eagle Capital Inc. (collectively, the "Vendor")

I/We, _____ (the "Purchaser") of _____ hereby offer to purchase strata lot # _____ (the "Strata Lot"), as more specifically described in the proposed strata plan (the "Plan") attached as an exhibit to the Disclosure Statement (hereinafter defined) and also described as Suite # _____, at the price and on the terms and conditions herein.

DEPOSITS AND PURCHASE PRICE

The purchase price (the "Price") for the Strata Lot is: \$ _____

PAYABLE, subject to paragraph 2.1 of the Terms and Conditions attached hereto, as follows:

1. Deposit (the "Initial Deposit") paid herewith: \$1,000.00
2. Deposit (the "Second Deposit") of 10% of the Price (less the \$1,000 Initial Deposit) paid by _____, :200 \$ _____
3. Deposit (the "Third Deposit") of 10% of the Price paid by _____, :200 provided that the Vendor has fulfilled the obligations set out in section 9.1 of the Terms and Conditions attached to this Contract
4. Deposit (the "Fourth Deposit") of 5% of the Price paid by _____, :200 \$ _____
5. The balance (the "Balance") upon completion: \$ _____

The Price includes a refrigerator, electric range, microwave/hood fan, dishwasher, garburator, window blinds and the exclusive use of _____ parking stall. This unit is to be finished in colour scheme _____.

THE TERMS AND CONDITIONS BELOW AND ATTACHED ARE PART OF THIS CONTRACT. READ THEM CAREFULLY BEFORE YOU SIGN. This offer to purchase will be open for acceptance by the Vendor up to _____, 200__, and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions herein contained.

IN WITNESS WHEREOF the Purchaser has executed this offer this _____ day of _____, 200__.

| | | | | |
|-----------------|-------------------|---------------------|---------------|----------------|
| (Witness) _____ | (Purchaser) _____ | (Telephone #) _____ | (Fax #) _____ | (E-mail) _____ |
|-----------------|-------------------|---------------------|---------------|----------------|

| | | | | |
|-----------------|-------------------|---------------------|---------------|----------------|
| (Witness) _____ | (Purchaser) _____ | (Telephone #) _____ | (Fax #) _____ | (E-mail) _____ |
|-----------------|-------------------|---------------------|---------------|----------------|

ACCEPTED BY THE VENDOR this _____ day of _____, 200__.

Tri Power Development Limited Partnership,
by its General Partner
Tri Power Developments Inc.

Tri Eagle Investments Inc.
Tri Power Lands Inc.
Tri Eagle Lands Inc.
Tri Eagle Capital Inc.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Initials: _____ / _____
Purchaser Vendor

DISCLOSURE STATEMENT RECEIPT

The Purchaser hereby acknowledges having received on the ____ day of _____, 200__, and having had an opportunity to read a copy of the consolidated disclosure statement dated May ____, 2004 (the "Disclosure Statement") for King Edward Village Phase 2. I/We hereby confirm that I/we have read this Contract and the terms and conditions attached hereto, and further confirm that other than the warranties and representations and terms and conditions contained therein and in the Disclosure Statement, **THERE HAVE BEEN NO OTHER REPRESENTATIONS OR WARRANTIES OR OTHER AGREEMENTS, TERMS OR CONDITIONS.**

(Purchaser)_____
(Purchaser)Initials: _____ / _____
Purchaser Vendor

King Edward Village

Phase 1

TERMS AND CONDITIONS ATTACHED TO CONTRACT OF PURCHASE AND SALE

1. OFFER

1.1 The Purchaser hereby offers and, if this offer is accepted by the Vendor, agrees to purchase from the Vendor the Strata Lot upon and subject to the terms and conditions herein, for the Price. The purchase of the Strata Lot will also entitle the Purchaser to the use of one parking space in the manner described in the Disclosure Statement. The Vendor reserves the right to locate the space in its sole discretion without consultation with the Purchaser. This Contract creates contractual rights only and not any interest in land.

2. PRICE, DEPOSIT AND PAYMENT

2.1 The Purchaser shall pay the Price to the Vendor as follows:

- (a) Subject to paragraph 2.1(b) the Initial Deposit, Second Deposit, Third Deposit and Fourth Deposit (collectively, the "Deposit") shall be paid by the Purchaser at the times and in the amounts set out on page 1 hereof by way of cheque made payable in trust to **Clark Wilson LLP** (the "Vendor's Solicitors") or such other licensed realtor or solicitor as the Vendor may direct (the "Vendor's Agent");
- (b) Notwithstanding any other provision of this Contract, the Purchaser will not be required to pay any portion of the Deposit exceeding 10% of the Price unless the Purchaser has been in receipt of the Amendment (as defined in paragraph 9.1) for a period of at least 10 days.
- (c) The Balance (plus or minus the adjustments arising from the provision of paragraphs 6.2 and 8.2(b) hereof) shall be paid by the Purchaser to the Vendors' Solicitors or otherwise to the order of the Vendor on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of paragraph 6.1 hereof.

2.2 The Purchaser's negotiated cheque will constitute the Purchaser's receipt for Deposit funds paid by the Purchaser.

2.3 Subject to paragraph 2.5 hereof, the Deposit shall be dealt with by the Vendor's Solicitors or the Vendor's Agent, as the case may be, as follows:

- (a) When received, such funds will be deposited in an interest-bearing trust account with interest to accrue to the benefit of the Vendor except as otherwise expressly provided herein;
- (b) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit shall be applied to the Price and be paid to the Vendor, and interest thereon shall be paid to the Vendor;
- (c) If the Purchaser fails to complete the purchase of the Strata Lot, then the Deposit together with all interest earned thereon shall be paid to the Vendor;
- (d) If the Vendor fails to complete the sale of the Strata Lot, then the Deposit together with all interest thereon shall be paid the Purchaser and the Purchaser shall have no further claims against the Vendor.

2.4 The payment of any funds to the Vendor pursuant to paragraph 2.3 or 8.1 hereof shall not be deemed to be all inclusive liquidated damages and shall not preclude any further claims or remedies by the Vendor against the Purchaser arising pursuant thereto.

2.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Agent and Vendor's Solicitors, as applicable:

- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof, notwithstanding the provisions of Section 59 of the Real Estate Act of British Columbia;
- (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute or uncertainty arise regarding the obligations of the Vendor's Agent with respect to the Deposit;
- (c) to transfer any portion of the Deposit from the trust account of the Vendor's Agent to the trust account of the Vendor's Solicitor without further authorization from, or notice to, the Purchaser, in order to facilitate closing; and
- (d) to remit directly to Canada Revenue Agency such non-resident withholding tax in respect of interest earned on the Deposit as may be required.

2.6 That portion, if any, of the Balance required by law to be held back by the Purchaser in respect of builders' lien claims (the "Lien Holdback") shall be paid to the Vendor's Solicitors, in trust, on the Completion Date. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest-bearing trust account and to pay to the Vendor on the 56th day after the Strata Lot is conveyed to the Purchaser the Lien Holdback plus interest, if any, accrued thereon, unless the Purchaser or his solicitors notify the Vendor's Solicitors in writing by 10:00 a.m. on that day that a claim of lien has been filed in the Lower Mainland Land Title Office against the Strata Lot, or proceedings have been commenced, to enforce a lien against the Lien Holdback. If such a lien has been filed or proceedings commenced, the Vendor's Solicitors will be authorized to pay into court the amount required to discharge such claims and thereafter to pay the balance of the Lien Holdback and all interest thereon to the Vendor.

Initials: _____ / _____
Purchaser Vendor

2.7 If the parties have agreed that Goods and Services Tax ("GST") is included in the Price, then the Purchaser hereby agrees to apply for and specifically assign to the Vendor the GST New Housing Rebate. Should the Purchaser's claim to the GST New Housing Rebate be denied by GST authorities for any reason whatsoever, the Vendor shall not be liable in any way for having relied upon the Purchaser's declaration of entitlement. The Purchaser hereby agrees to indemnify and save the Vendor harmless from any increase in liability for GST as a result of the denial of the GST New Housing Rebate and such agreement will survive the closing of this transaction and continue indefinitely. The Purchaser will be required to confirm the foregoing by way of statutory declaration to be prepared by the Vendor and executed and delivered by the Purchaser on the closing, together with such applications for an assignment of the GST New Housing Rebate, and related documents, to the Vendor as the Vendor's Solicitors deem necessary to carry out the spirit and intent of this provision.

3. COMPLETION DATE

3.1 The completion of the purchase and sale of the Strata Lot shall take place on the date (the "Completion Date") specified by the Vendor which is between the fifth and twenty-fifth business day after the Vendor notifies the Purchaser or his solicitor that the Plan has been fully registered in the Lower Mainland Land Title Office and that the City of Vancouver has given permission to occupy the Strata Lot (which the Vendor estimates will occur between June and October of 2006), or such other date on which the parties may agree to complete. If the Completion Date has not occurred by October 15, 2007, then the Purchaser will have the right, if not in breach of any terms of this Contract, to cancel this Contract by written notice to the Vendor or Vendor's Solicitor, whereupon the Purchaser will be entitled to repayment of the Deposit in accordance with paragraph 2.3(d).

4. CONSTRUCTION, WARRANTIES, INSPECTION

4.1 The Purchaser acknowledges the construction and manufacturers' warranties referred to in the Disclosure Statement are the only warranties provided in connection with the Strata Lot and the common property related thereto.

4.2 The Vendor warrants that construction of the Strata Lot will be substantially in accordance with the plans and specifications set out in the Disclosure Statement. The Vendor shall have the right to make such reasonable changes in the plans and specifications and to substitute other material for that indicated in the plans and specifications comparable to or better than the materials in the specifications. If, at the option of the Vendor, there are design or finishing details left to be decided by the Purchaser, the Purchaser shall, within five days after written notice from the Vendor to the Purchaser or his/her lawyer, inform the Vendor by written notice his/her choices in respect of such details. If no written notice is received by the Vendor from the Purchaser within such five days, the Vendor shall, in its discretion, make such choices for the Purchaser.

4.3 The Purchaser and a representative of the Vendor shall together inspect the Strata Lot at a time specified by the Vendor's representative prior to the Completion Date. At the conclusion of such inspection, a comprehensive list of any defect or deficiencies (the "Deficiency List") shall be prepared and signed by both parties. The Deficiency List shall be deemed to be an agreement that on the Completion Date the Purchaser has accepted the physical condition of the Strata Lot subject only to the listed deficiencies which will be corrected by the Vendor on or before the 60th day following the date of the Deficiency List. There shall be no holdback of purchase monies to cover deficiencies.

4.4 If the area (the "Actual Area") of the Strata Lot as shown on the strata plan registered in the Lower Mainland Land Title Office varies from the area (the "Expected Area") shown on the Plan attached to the Disclosure Statement by less than 3.0% there will be no adjustment to the Price to reflect same. If the proportion by which the Actual Area varies from the Expected Area (the "Variance") exceeds 3.0%, the Price will be increased or decreased as appropriate on closing by a pro rata amount (based on the Price divided by the Expected Area of the Strata Lot) in respect of that part of the Variance which exceeds 3.0%. If the Variance exceeds 10.0%, the Purchaser may by written notice to the Vendor cancel this Contract, whereupon the Purchaser will be entitled to repayment of the Deposit as provided in paragraph 2.3(d) hereof.

5. PERMITTED ENCUMBRANCES

5.1 The Strata Lot will, on the Completion Date, be free of all encumbrances, claims, charges and liens (statutory or otherwise) save and except for those encumbrances referred to in the Disclosure Statement and the reservations, exceptions in the original grant from the Crown and the financial charges referred to in paragraph 6.1 (collectively the "Permitted Encumbrances").

Initials: _____ / _____
Purchaser Vendor

6. CONVEYANCE, ADJUSTMENTS, RISK AND POSSESSION

6.1 The Purchaser will cause his solicitors to prepare and deliver to the Vendor's Solicitors for execution at least five days prior to the Completion Date, a statement of adjustments and a Form A Transfer of the Strata Lot. The transfer of the Strata Lot will be subject to the Vendor's financing arranged in connection with the Development provided that the Vendor's Solicitors undertake to clear title of all encumbrances related to such financing within a reasonable period of time after receiving the balance of the Price due on the Completion Date. The Vendor will execute and deliver such transfer and statement of adjustments to the Purchaser's solicitors prior to the Completion Date on the condition that forthwith upon the Purchaser's solicitors obtaining a post-filing index search from the Lower Mainland Land Title Office indicating that in the ordinary course of Land Title Office procedure the Purchaser will become the registered owner of the Strata Lot subject only to the Permitted Encumbrances, the Purchaser's solicitors will cause the Balance to be paid to the Vendor's Solicitors. The Purchaser acknowledges that the Vendor's financing may remain as a charge against the common property of the Development and against the Vendor in the Personal Property Registry until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely.

6.2 The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates and all other adjustments in respect of the Strata Lot shall be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of the entire Lands (as defined in the Disclosure Statement), the Vendor shall in its sole discretion allocate such taxes first between the Remainder and the Air Space Parcel (as defined in the Disclosure Statement); secondly, the portion thereof which shall be allocated to the Strata Lot shall be determined by prorating the amount allocated to the Air Space Parcel among all of the strata lots in the Development on the basis of the applicable unit entitlement figure in each case.

6.3 The Strata Lot is to be at the risk of the Vendor to and including the day preceding the Completion Date, and thereafter the Purchaser. If the Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot have been paid in full, the Purchaser will be entitled to possession of the Strata Lot on the second day following the Completion Date.

7. ASSIGNMENT BY PURCHASER

7.1 The Purchaser may assign his rights under this Contract provided such assignment shall have the prior approval of the Vendor or Vendor's Agent, such approval not to be unreasonably withheld. If this Contract is assigned, the Vendor or Vendor's Agent shall have the right to require the Purchaser to pay a handling fee in the sum of \$750. The Vendor will not require any handling fee if the Vendor is satisfied that the assignee is a spouse, parent, son, daughter, brother or sister of the Purchaser or a company controlled by the Purchaser. No assignment by the Purchaser of his interest in the Strata Lot or in this Contract shall have the effect of releasing the Purchaser from his obligations and liabilities hereunder.

7.2 Without the express written consent of the Vendor (which consent may be unreasonably withheld), the Purchaser will not advertise or solicit offers from the public with respect to the resale of the Strata Lot by the Purchaser in any manner before the Completion Date or, within six months after the Completion Date, by the use of any signage within a one block radius of the Development. The Purchaser acknowledges that damages would be an inadequate remedy and agrees that injunctive relief would be appropriate in respect of a breach of this provision.

8. MISCELLANEOUS

8.1 Time will be of the essence hereof and unless all payments on account of the Price, together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may at its option:

- (a) cancel this Contract by written notice to the Purchaser and in such event the amount theretofore paid by the Purchaser shall be absolutely forfeited to the Vendor subject to paragraph 2.4 hereof and the Vendor shall be entitled to be paid such amount upon written demand therefor by the Vendor; or
- (b) elect to complete the transaction contemplated by this Contract, in which event the Purchaser will pay to the Vendor, in addition to the Price, interest on the unpaid portion of the Price and other unpaid amounts payable hereunder at the rate of 20% per annum from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Vendor may so cancel this Contract at any time after such default by the Purchaser, even if the Vendor has previously elected to complete the transaction, so long as the Purchaser continues to be in default.

8.2 The Purchaser acknowledges and agrees that:

- (a) there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, other than those contained herein and in the Disclosure Statement; and
- (b) the Purchaser will pay all costs (including Purchaser's solicitors' fees, GST and property transfer tax) in connection with the completion of the sale (including any social services tax payable in respect of any personal property included in the Price) other than the costs of the Vendor incurred in clearing title to the Strata Lot.

Initials: _____ / _____
Purchaser Vendor

8.3 Any notice to be given to the Purchaser will be well and sufficiently given if deposited in any post office in Vancouver, British Columbia, postage prepaid, addressed or delivered by hand or by facsimile transmission to the Purchaser's solicitors at their office or the Purchaser's address or fax number as set out above, or to such other address or fax number as the Purchaser may have last notified the Vendor in writing, and shall be deemed to have been received if delivered, when delivered and if mailed, on the fifth business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. Any delivery of notice and any tender of documents or money under this Contract may be made upon the solicitors acting for the party upon whom tender is desired. Each of the Purchaser and the Vendor may make or accept this offer by executing in counterpart a facsimile copy of this document and delivering it by facsimile or other means as if it were a notice under this paragraph. All references to any party will be read with such changes in number and gender as the context or reference requires.

8.4 The Developer understands that the Province of British Columbia is considering legislation which will amend the provisions of the *Real Estate Act* (British Columbia) and / or the Regulations to such Act so as to allow developers generally to enter into an insurance contract with an approved insurer or other form of security agreement pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. If such legislation is enacted prior to the completion of the sale of the Strata Lot, upon the Developer entering into an insurance contract with an approved insurer or other form of security agreement as required by such legislation with respect to the Deposit and the Strata Lot, the Deposit shall be released to the Developer in accordance with such insurance contract or security agreement and the provisions of paragraph 2.3 and 2.5 shall be deemed to have been amended accordingly.

9. AMENDMENT TO DISCLOSURE STATEMENT FOR BUILDING PERMIT / FINANCING COMMITMENT

9.1 Upon the issuance of a building permit authorizing construction of the Development and the Vendor obtaining a commitment in respect of financing for the Development, the Vendor will deliver an amendment or amendments to the Disclosure Statement (the "Amendment") to the Purchaser. The Purchaser will then promptly provide the Vendor with a signed acknowledgement of receipt of the Amendment.

9.2 If this Contract has been executed by the Purchaser before he has received a copy of the Amendment, or a consolidated form of disclosure statement incorporating the contents of the Amendment, then this Contract will be terminable at the option of the Purchaser for a period of seven days after receipt of the Amendment if the amendments set out therein materially affect the offering of the Strata Lot or if the Amendment is not received within nine months after acceptance by the Superintendent of Real Estate of the Disclosure Statement and the provisions of paragraph 2.3(d) hereof will apply. If the Vendor has not delivered the Amendment to the Purchaser within the said nine month period, this contract will be terminable at the option of the Vendor and the provisions of paragraph 2.3(d) will apply.

Initials: _____ / _____
Purchaser Vendor

EXHIBIT "J"
REVISED CURRENT BYLAWS OF STRATA CORPORATION

Exhibit "J"
Strata Property Act

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

Re: Strata Plan BCS _____, being a strata plan of:

Parcel Identifier: 027-216-616
Air Space Parcel 2
District Lot 352
Group 1
New Westminster District
Plan BCP31353

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

see attached Schedule to Form Y

Date: April 16, 2008

TRI EAGLE INVESTMENTS INC.

Per: _____
Francesco Aquilini

TRI POWER LANDS INC.

Per: _____
Francesco Aquilini

TRI EAGLE CAPITAL INC.

Per: _____
Francesco Aquilini

TRI EAGLE LANDS INC.

Per: _____
Francesco Aquilini

BYLAWS

KING EDWARD VILLAGE 2

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and, unless the context requires otherwise, includes non-resident owners of strata lots. A "resident" means collectively, an owner, a tenant and an occupant and, unless the context requires otherwise, includes a non-resident owner of a strata lot. The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

Duties of Residents and Visitors

1. Compliance with bylaws and rules

- (a) All residents and owners and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.
- (b) All residents and owners and visitors must comply strictly with the rules, restrictions and regulations contained in the agreements, charges and covenants registered against title to the strata lots and the common property including, but not limited to, any air space agreements.

2. Payment of strata fees and special levies

- (a) An owner must pay strata fees on or before the first day of each month to which the strata fees relate. An owner must provide payment of strata fees by cheque or such other means as the managing agent may provide and at the place designated by the strata corporation or the managing agent.
- (b) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (c) Where an owner fails to pay any amount owing in accordance with bylaw 2(a) or 2(b), the strata corporation may assess an interest charge of 10% per annum, compounded annually.
- (d) An owner must provide twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debits from the owner's bank account.
- (e) Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2(d) is a contravention of bylaw 2(d) and the strata corporation will levy a fine of \$200 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$200 and an administration charge of \$25 by the strata corporation.

3. Repair and maintenance of property by owner

- (a) 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.
- (b) 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.

4. Use of property

- (a) A resident or visitor must not use a strata lot, the common property or common assets in a way that
 - (i) causes a nuisance or hazard to another person,
 - (ii) causes unreasonable noise,
 - (iii) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (iv) is illegal, or
 - (v) 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.
- (b) A resident 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.
- (c) An owner is responsible for any damage to the owner's strata lot caused by occupants, tenants or visitors.
- (d) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 4(a), 4(b) and 4(c), any insurance deductible paid or payable by the strata corporation, shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- (e) A resident must not use, or permit to be used, a strata lot except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow more than two persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit and not allow more than four persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit. For the purposes of this bylaw 4(e), a "person" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot.
- (f) An owner or occupant who alleges hardship as a result of the passage of bylaw 4(e) may appeal to the council for permission to be exempt from bylaw 4(e) on the basis of hardship and the council must not unreasonably refuse the appeal.

5. Pets and animals

- (a) A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- (b) A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (c) A resident must not keep a pet on a strata lot other than one or more of the following:
 - (i) a reasonable number of fish or other small aquarium animals;
 - (ii) a reasonable number of small caged mammals;
 - (iii) up to 2 caged birds;
 - (iv) one dog;
 - (v) one cat.
- (d) A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- (e) A resident must apply to the strata council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the strata council within 30 days of the pet residing on a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
- (f) A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.
- (g) A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of the executive council of the strata corporation, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the executive council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- (h) If a resident contravenes bylaw 5(g), the owner of the strata lot will be subject to a fine of \$50.00.
- (i) Notwithstanding bylaw 5(h), a resident whose pet contravenes bylaw 5(g) will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- (j) A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- (k) A pet owner must keep a Permitted Pet only in a strata lot, except for ingress and egress.

- (l) A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
 - (m) A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
 - (n) A resident who contravenes any of bylaws 5(a) to 5(f) (inclusive) or 5(j) to 5(m) (inclusive) will be subject to a \$50.00 fine.
6. Inform strata corporation
- (a) An owner must notify the strata corporation of:
 - (i) within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any; and
 - (ii) any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.
 - (b) On request by the strata corporation a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.
7. Obtain approval before altering a strata lot
- (a) An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (v) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (vi) common property located within the boundaries of a strata lot;
 - (vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
 - (viii) wiring, plumbing, piping, heating, air conditioning and other services.
 - (b) The strata corporation must not unreasonably withhold their approval under bylaw 7(a), but may require as a condition of their approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
 - (c) An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

8. Obtain approval before altering common property

- (a) An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.
- (b) An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
 - (i) submit, in writing, detailed plans and description of the intended alteration;
 - (ii) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the executive council and the strata council; and
 - (iii) obtain the consent of the owners by written approval of the executive council and the strata council under bylaw 8(a).
- (c) The corporation may require, as a condition of their approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
 - (i) that alterations be done in accordance with the design or plans approved by the executive council and the strata council or their duly authorized representatives;
 - (ii) that the standard of work and materials be not less than that of the existing structures;
 - (iii) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - (iv) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
 - (v) that the owner and any subsequent owner who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, their council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.
- (d) An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- (e) An owner who, subsequent to the passage of bylaws 8(a) to 8(c) inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration

to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

9. Renovations/alterations other than original construction

- (a) An owner must give the strata council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Inadequate notice will result in the levy of fines.
- (b) All tradespersons must be licensed and bonded. Work by unlicensed or unbonded tradespersons will result in the levy of fines.
- (c) A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- (d) An owner must ensure that the delivery of any construction materials is through an entrance as designated from time to time for that purpose and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through a lobby.
- (e) An owner must be responsible to ensure:
 - (i) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
 - (ii) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the executive council) and the corridor thoroughly vacuumed daily.
- (f) Other than original construction, an owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the strata council at least five business days before the holiday date.
- (g) An owner, must be in attendance for all significant renovations/alterations, the determination of significant shall be in the discretion of the strata council.
- (h) An owner, performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.

10. Permit entry to strata lot

- (a) A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property
 - (i) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (ii) at a reasonable time, on 48 hours' written notice,
 - A. to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation

to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or

- B. to ensure a resident's compliance with the Act, bylaws and rules.
- (b) If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.
- (c) The notice referred to in bylaw 10(a)(ii) must include the date and approximate time of entry, and the reason for entry.
- (d) Without limited the generality of bylaws 10(a) through 10(c), for purpose of maintenance, repair or renewal of the exterior of all highrise buildings, including window washing and the mounting or hooking up of equipment therefor, the owner of any strata lot shall permit the strata corporation and its agents to enter and have access through their respective strata lots and any limited common property appurtenant thereto.

Powers and Duties of the Strata Corporation

11. Repair and maintenance of property by strata corporation

- (a) The strata corporation must repair and maintain all of the following:
 - (i) common assets of the strata corporation;
 - (ii) common property;
 - (iii) limited common property but the duty to repair and maintain it is restricted to
 - A. repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - B. the following, no matter how often the repair or maintenance ordinarily occurs:
 - I. the structure of a building;
 - II. the exterior of a building;
 - III. patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
 - IV. doors, windows and skylights on the exterior of a building or that front on common property;
 - V. fences, railings and similar structures that enclose patios, balconies and yards.

Council

12. Council size

- (a) The strata council must have at least 5 and not more than 7 members.

13. Council eligibility

- (a) No person may stand for strata council or continue to be on the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- (b) No person may stand for strata council or continue to be on the strata council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
- (c) No person may stand for strata council or continue to be on the strata council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

14. Application of bylaws

- (a) Bylaws 15 to 27 apply with the necessary changes to the strata council of the strata corporation and, where the meaning requires, apply generally with the necessary changes to the strata corporation.

15. Council members' terms

- (a) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (b) A person whose term as council member is ending is eligible for reelection.

16. Removing council member

- (a) The strata corporation may, by a resolution passed by a 2/3 vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.
- (b) After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (c) If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- (d) The council may appoint the remaining council members necessary to achieve a quorum, even if the absence of the members being replaced leaves the council without a quorum.
- (e) A replacement council member appointed pursuant to bylaws 16(b) and 16(d) may be appointed from any person eligible to sit on council.

17. Replacing council member

- (a) If a council member resigns or is unwilling or unable to act, the remaining members of council may appoint a replacement council member for the remainder of the term.
- (b) A replacement council member may be appointed from any person eligible to sit on the council.
- (c) A council may appoint a council member under bylaw 17(b) even if the absence of the member being replaced leaves the council without a quorum.
- (d) If all the members of a council resign or are unwilling or unable to act, 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.

18. Officers

- (a) At the first meeting of a council held after each annual general meeting, a council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (b) A person may hold more than one office at a time, other than the offices of president and vice president.
- (c) The vice president has the powers and duties of the president while the president is absent.
- (d) A council may vote to remove an officer.
- (e) If an officer is removed, resigns, is unwilling or unable to act, council members may elect a replacement officer from among themselves for the remainder of the term.

19. Calling council meetings

- (a) 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.
- (b) The notice in bylaw 19(a) does not have to be in writing.
- (c) A council meeting may be held on less than one week's notice if
 - (i) all council members consent in advance of the meeting, or
 - (ii) the meeting is required to deal with an emergency situation, and all council members either
 - A. consent in advance of the meeting, or
 - B. are unavailable to provide consent after reasonable attempts to contact them.

20. Requisition of council hearing

- (a) By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.

- (b) Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 20(a), the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.
- (c) If the purpose of the hearing is to seek a decision of council, council must give the applicant a written decision within one week of the date of the hearing.

21. Quorum of council

- (a) A quorum of council is
 - (i) 3, if the council consists of 5 or 6 members, and
 - (ii) 4, if the council consists of 7 members.
- (b) Council members must be present in person at the council meeting to be counted in establishing quorum.

22. Council meetings

- (a) Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) At the option of council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (c) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (d) No person other than a member of council shall be entitled to attend a meeting of a council unless authorized by a resolution of council. During the course of a meeting of council, any person or persons (other than council members) may be excluded from such a meeting by a resolution of council.
- (e) Despite bylaw 22(d), no observers may attend those portions of council meetings that deal with any of the following:
 - (i) bylaw contravention hearings under section 135 of the Act;
 - (ii) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (iii) any other matters if the presence of observers would, in council's opinion, unreasonably interfere with an individual's privacy.

23. Voting at council meetings

- (a) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (b) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (c) The results of all votes at a council meeting must be recorded in council meeting minutes.

24. Council to inform owners of minutes

- (a) A council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

25. Delegation of council's powers and duties

- (a) Subject to bylaws 25(b), 25(c) and 25(d), 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.
- (b) The council may delegate its spending powers or duties, but only by a resolution that
 - (i) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (ii) delegates the general authority to make expenditures in accordance with bylaw 25(c).
- (c) A delegation of a general authority to make expenditures must
 - (i) set a maximum amount that may be spent, and
 - (ii) indicate the purposes for which, or the conditions under which, the money may be spent.
- (d) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (i) whether a person has contravened a bylaw or rule,
 - (ii) whether a person should be fined, and the amount of the fine,
 - (iii) whether a person should be denied access to a recreational facility, or
 - (iv) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

26. Spending restrictions

- (a) 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.

27. Limitation on liability of council member

- (a) 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.
- (b) Bylaw 27(a) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- (c) All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Enforcement of Bylaws and Rules

28. Fines

- (a) The strata corporation may fine an owner or tenant:
 - (i) \$200.00 for each contravention of a bylaw, and
 - (ii) \$50.00 for each contravention of a rule.
- (b) The strata council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

29. Continuing contravention

- (a) Except where specifically stated to be otherwise in these bylaws, 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.

Annual and Special General Meetings

30. Application of bylaws

- (a) Bylaws 31 to 35 apply with the necessary changes to the holding of general meetings and to the strata council of the strata corporation and, where the meaning requires, apply generally with the necessary changes to the strata corporation.

31. Quorum of meeting

- (a) If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 1/2 hour on the same day and at the same place and if within a further 1/2 hour from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum. This bylaw 31(a) is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

32. Person to chair meeting

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

33. Participation by other than eligible voters

- (a) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

- (b) Persons who are not eligible to vote, may not participate in the discussion at a meeting.
- (c) Tenants and occupants who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

34. Voting

- (a) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- (b) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
- (c) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.
- (d) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) An election or removal of a council member must be held by secret ballot if requested by an eligible voter.

35. Electronic attendance at meetings

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

36. Order of business

- (a) The order of business at annual and special general meetings is as follows:
 - (i) certify proxies and corporate representatives and issue voting cards;
 - (ii) determine that there is a quorum;

- (iii) elect a person to chair the meeting, if necessary;
- (iv) present to the meeting proof of notice of meeting or waiver of notice;
- (v) approve the agenda;
- (vi) approve minutes from the last annual or special general meeting;
- (vii) deal with unfinished business;
- (viii) 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;
- (ix) ratify any new rules made by the strata corporation under section 125 of the Act;
- (x) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (xi) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (xii) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (xiii) elect a council, if the meeting is an annual general meeting;
- (xiv) terminate the meeting.

Small Claims Court Proceedings

37. Authorization to proceed

- (a) The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation, is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Marketing Activities by Owner Developer

38. Display lot

- (a) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs. Bylaws 39(a) to 39(c) do not apply to the owner developer.
- (b) An owner developer may use a strata lot that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Marketing Activities by Owners and Occupants

39. Sale of a strata lot

- (a) Subject to bylaw 38(a), real estate signs must not be displayed in a strata lot or on common property, including limited common property, except in the location designated by the strata corporation for real estate signs.
- (b) The strata corporation will provide a common display post at each entrance to the common property.
- (c) An owner must ensure that real estate signs:
 - (i) on the sign post are no larger than 8" in height and 24" in width;
 - (ii) display the number of the suite being sold;
 - (iii) are not placed anywhere except on the sign post; and
 - (iv) are for the purpose of selling a suite only, not for advertising rentals.

Insurance

40. Insuring against major perils

- (a) The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

Storage

41. Storage lockers and bicycle storage

- (a) A resident must store bicycles and tricycles in designated bicycle rack and storage lockers.
- (b) A resident must not store any hazardous or flammable substances in storage lockers.

Parking

42. Parking

- (a) A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common property, limited common property or land that is a common asset, unless authorized in writing by strata council.
- (b) A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- (c) A resident storing a vehicle must provide, to the strata council, proof of valid insurance on the commencement date of the storage and on request thereafter.
- (d) An owner must not sell, lease or licence parking stalls to any person other than an owner or occupant.

- (e) A resident must park only in the parking stall assigned to the resident.
- (f) A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- (g) Any resident's vehicle parked in violation of bylaw 42(f) will be subject to removal by a towing company authorized by the strata council and all costs associated with such removal will be charged to the owner of the strata lot.
- (h) A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- (i) A resident or visitor operating a vehicle on the common property must activate the vehicle's headlights and not exceed 10 km/hour.
- (j) A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area.
- (k) A person washing a vehicle must keep audio volume low.
- (l) A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.

Moving

43. Move in/out procedures for residents

- (a) An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established from time to time by the strata council.
- (b) A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.
- (c) A resident using an elevator during a move must ensure that the **ELEVATOR SERVICE KEY** is used to control the elevator and the doors not jammed open in any manner.
- (d) A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
- (e) Immediately upon completion of any move, a resident must ensure that all common areas are left damage free and clean.
- (f) Each time an owner or tenant moves into a strata lot, the owner must pay to the strata corporation a move-in fee of \$100.00.

Appearance of strata lots

44. Cleanliness

- (a) A resident must not allow a strata lot or any limited common property appurtenant thereto to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar

refuse must not be thrown, piled or stored in the strata lot or on common property, including limited common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.

- (b) A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

Rentals

45. Rentals

- (a) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- (b) Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

Visitors and Children

46. Supervision

- (a) Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the strata council, that will not disturb the rights of quiet enjoyment of others.
- (b) Residents are responsible to assume liability for and properly supervise activities of children.

47. Miscellaneous

- (a) A resident or visitor must not smoke on common property.
- (b) A resident or visitor must not use or store barbecues on common property or use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or other like cooking device is powered by propane or electricity and such barbecue, hibachi or other like cooking device will not be used except in accordance with the rules made by the strata council from time to time.
- (c) A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- (d) A resident or visitor must not wear or use inline skates and skateboards **ANYWHERE** inside a building, including a strata lot.
- (e) A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground.
- (f) A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- (g) Subject to bylaws 39(a), 39(b) and 39(c), a resident must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of

any kind on the common property or in a strata lot, unless authorized by the strata council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.

- (h) A resident may post notices on the designated bulletin board, subject to being removed by the strata council if deemed inappropriate or posted for in excess of one week.
- (i) A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- (j) A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- (k) A resident must ensure that drapes or blinds visible from the outside of a building are cream or white in colour.
- (l) A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of a building.
- (m) A resident must not install any walls, fences, enclosures, awnings, smoke stacks, satellite dishes, radio or television antennae or landscaping or make any changes thereto on any deck, terrace, patio, balcony, yard or garden, without the prior written approval of the strata council or applicable executive council nor do any act or alter a strata lot in any manner that in the opinion of the strata council will alter the exterior appearance of a building.
- (n) A resident must not permit the accumulation on any deck, terrace, patio, balcony, yard, or roof area adjoining a strata lot of any ice, snow, leaves or debris or permit anything to happen that would develop any drainage problems for or cause damage to any strata lot or common property, including limited common property.
- (o) A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.