

TAPESTRY

DISCLOSURE STATEMENT

REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA

June 29, 2005

This disclosure statement (the "Disclosure Statement") relates to an offering by CONCERT REAL ESTATE CORPORATION (the "Developer") for the sale of certain residential and non-residential strata lots (collectively, the "Strata Lots") located in one ten-storey building and one six-storey mid-rise building comprising the development known as Tapestry ("Tapestry") to be constructed on a parcel of land located at 2821/2851 Heather Street and 710/750 West 12th Avenue, Vancouver, British Columbia.

DEVELOPER

Name: CONCERT REAL ESTATE CORPORATION
Business Address and Address for Service: 9th Floor, 1190 Hornby Street
Vancouver, B.C. V6Z 2K5

AGENT OF DEVELOPER

Name: CONCERT REALTY SERVICES LTD.
Business Address: 9th Floor, 1190 Hornby Street
Vancouver, B.C. V6Z 2K5

Any employees of the Developer who market the Strata Lots on behalf of the Developer may not be licensed under the *Real Estate Services Act* (British Columbia) and are not acting on behalf of the purchasers.

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 (BRITISH COLUMBIA). IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.

11
D

D

D

The right of rescission information set out below, in relation to section 21 of the *Real Estate Development Marketing Act* (British Columbia), applies **ONLY** to new purchasers who have not previously received a disclosure statement in respect of Tapestry. Purchasers who have previously received a prospectus or disclosure statement in respect of Tapestry accrued a right to rescind at that time and, pursuant to section 21(1)(b) of the *Real Estate Development Marketing Act* (British Columbia), 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 (BRITISH COLUMBIA), THE PURCHASER OR LESSEE OF A DEVELOPMENT UNIT MAY RESCIND (CANCEL) THE CONTRACT OF PURCHASE AND SALE OR 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 THE DISCLOSURE STATEMENT.

A PURCHASER MAY SERVE A NOTICE OF RESCISSION BY DELIVERING A SIGNED COPY OF THE NOTICE IN PERSON OR BY REGISTERED MAIL TO:

- (A) THE DEVELOPER AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER;**
- (B) THE DEVELOPER AT THE ADDRESS SHOWN IN THE PURCHASER'S PURCHASE AGREEMENT;**
- (C) THE DEVELOPER'S BROKERAGE, IF ANY, AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER; OR**
- (D) THE DEVELOPER'S BROKERAGE, IF ANY, AT THE ADDRESS SHOWN IN THE PURCHASER'S PURCHASE AGREEMENT.**

THE DEVELOPER MUST PROMPTLY PLACE PURCHASERS' DEPOSITS WITH A BROKERAGE, LAWYER OR NOTARY PUBLIC WHO MUST PLACE THE DEPOSITS IN A TRUST ACCOUNT IN A SAVINGS INSTITUTION IN BRITISH COLUMBIA. IF A PURCHASER RESCINDS THEIR PURCHASE AGREEMENT IN ACCORDANCE WITH THE ACT AND REGULATIONS, THE DEVELOPER OR THE DEVELOPER'S TRUSTEE MUST PROMPTLY RETURN THE DEPOSIT TO THE PURCHASER.

REAL ESTATE DEVELOPMENT MARKETING ACT
(BRITISH COLUMBIA) REQUIREMENTS

POLICY STATEMENTS 5 AND 6 ISSUED BY THE SUPERINTENDENT OF REAL ESTATE PURSUANT TO THE *REAL ESTATE DEVELOPMENT MARKETING ACT* (BRITISH COLUMBIA) REQUIRE THAT IN ORDER FOR A DEVELOPER TO MARKET A DEVELOPMENT UNIT BEFORE OBTAINING A BUILDING PERMIT OR A SATISFACTORY FINANCING COMMITMENT:

- 1. THE ESTIMATED DATE, AS DISCLOSED IN THE DISCLOSURE STATEMENT, FOR THE ISSUANCE OF A BUILDING PERMIT AND A SATISFACTORY FINANCING COMMITMENT IS 9 MONTHS OR LESS FROM THE DATE THE DEVELOPER FILED THE DISCLOSURE STATEMENT WITH THE SUPERINTENDENT;**
- 2. THE DEVELOPER MARKETS THE PROPOSED DEVELOPMENT UNITS UNDER THE DISCLOSURE STATEMENT FOR A PERIOD OF NO MORE THAN 9 MONTHS FROM THE DATE THE DISCLOSURE STATEMENT WAS FILED WITH THE SUPERINTENDENT, UNLESS AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF THE ISSUED BUILDING PERMIT AND A SATISFACTORY FINANCING COMMITMENT IS FILED WITH THE SUPERINTENDENT DURING THAT PERIOD;**
- 3. ANY PURCHASE AGREEMENT USED BY THE DEVELOPER WITH RESPECT TO ANY DEVELOPMENT UNIT OFFERED FOR SALE OR LEASE BEFORE THE PURCHASER'S RECEIPT OF AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF THE ISSUED BUILDING PERMIT AND A SATISFACTORY FINANCING COMMITMENT MUST CONTAIN THE FOLLOWING PROVISIONS:**
 - (A) THE PURCHASER MAY CANCEL THE PURCHASE AGREEMENT FOR A PERIOD OF SEVEN DAYS AFTER RECEIPT OF AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF THE ISSUED BUILDING PERMIT IF THE LAYOUT OR SIZE OF THE APPLICABLE DEVELOPMENT UNIT, THE CONSTRUCTION OF A MAJOR COMMON FACILITY, INCLUDING A RECREATION CENTRE OR CLUBHOUSE, OR THE GENERAL LAYOUT OF THE DEVELOPMENT, IS MATERIALLY CHANGED BY THE ISSUANCE OF THE BUILDING PERMIT;**
 - (B) IF AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF AN ISSUED BUILDING PERMIT AND A SATISFACTORY FINANCING COMMITMENT IS NOT RECEIVED BY THE PURCHASER WITHIN 12 MONTHS AFTER THE INITIAL DISCLOSURE STATEMENT WAS FILED, THE PURCHASER MAY AT**

HIS OR HER OPTION CANCEL THE PURCHASE AGREEMENT AT ANY TIME AFTER THE END OF THAT 12 MONTH PERIOD UNTIL THE REQUIRED AMENDMENT IS RECEIVED BY THE PURCHASER, AT WHICH TIME THE PURCHASER MAY CANCEL THE PURCHASE AGREEMENT FOR A PERIOD OF SEVEN DAYS AFTER RECEIPT OF THAT AMENDMENT ONLY IF THE LAYOUT OR SIZE OF THE APPLICABLE DEVELOPMENT UNIT, THE CONSTRUCTION OF A MAJOR COMMON FACILITY, INCLUDING A RECREATION CENTRE OR CLUBHOUSE, OR THE GENERAL LAYOUT OF THE DEVELOPMENT, IS MATERIALLY CHANGED BY THE ISSUANCE OF THE BUILDING PERMIT;

- (C) THE AMOUNT OF THE DEPOSIT TO BE PAID BY A PURCHASER WHO HAS NOT YET RECEIVED AN AMENDMENT TO THE DISCLOSURE STATEMENT THAT SETS OUT PARTICULARS OF AN ISSUED BUILDING PERMIT AND A SATISFACTORY FINANCING COMMITMENT IS NO MORE THAN 10% OF THE PURCHASE PRICE; AND
- (D) ALL DEPOSITS PAID BY A PURCHASER, INCLUDING INTEREST EARNED IF APPLICABLE, WILL BE RETURNED PROMPTLY TO THE PURCHASER UPON NOTICE OF CANCELLATION FROM THE PURCHASER.

PLEASE SEE SECTIONS 6.1 AND 6.2 BELOW IN RESPECT OF THE ABOVE REQUIREMENTS.

TABLE OF CONTENTS

1.	THE DEVELOPER	1
1.1	Particulars of Incorporation	1
1.2	Purpose of Incorporation.....	1
1.3	Registered and Records Office	1
1.4	Directors.....	1
2.	GENERAL DESCRIPTION.....	1
2.1	General Description of the Development	1
2.2	Permitted Uses	3
2.3	Phasing.....	3
3.	STRATA INFORMATION.....	3
3.1	Unit Entitlement.....	3
3.2	Voting Rights.....	3
3.3	Common Property and Facilities	3
3.4	Limited Common Property	4
3.5	Bylaws.....	5
3.6	Parking	6
3.7	Furnishings and Equipment	7
3.8	Budget.....	7
3.9	Utilities and Services	9
3.10	Strata Management Contracts	9
3.11	Insurance	9
3.12	Rental Disclosure Statement	10
3.13	Distribution of Strata Corporation Assets on Winding Up.....	10
3.14	Fines for Not Holding First AGM within Required Time	10
3.15	Documents to be Delivered to the Strata Corporation.....	11
4.	TITLE AND LEGAL MATTERS.....	12
4.1	Legal Description.....	12
4.2	Ownership	12
4.3	Existing Encumbrances and Legal Notations	12
4.4	Proposed Encumbrances	14
4.5	Outstanding or Contingent Litigation or Liabilities.....	15
4.6	Environmental Matters.....	15
5.	CONSTRUCTION AND WARRANTIES.....	15
5.1	Construction Dates.....	15
5.2	Warranties	16
5.3	Previously Occupied Building	16
6.	APPROVALS AND FINANCES.....	16
6.1	Development Approval.....	16
6.2	Construction Financing.....	17

7.	MISCELLANEOUS.....	17
7.1	Deposits.....	17
7.2	Purchase Agreement.....	18
7.3	Developer's Commitments.....	18
7.4	Other Material Facts.....	18

1. THE DEVELOPER

1.1 Particulars of Incorporation

The Developer is a corporation continued under the laws of British Columbia on April 22, 1992 under incorporation number C424436.

1.2 Purpose of Incorporation

The Developer is a real estate development company and is involved in various real estate activities, including, without limitation, the development of residential and non-residential strata lots. The Developer owns assets other than the lands (the "Lands") upon which Tapestry (the "Development") is being constructed.

1.3 Registered and Records Office

The registered and records office of the Developer is located at 900 – 1190 Hornby Street, Vancouver, British Columbia.

1.4 Directors

A. Gordon Armstrong
Bruce Bell
Robert Beynon
Nancy Curley
John Davies
Gerry J. Forcier
Leif Hansen

Rodney D. Hiebert
Robert Matters
Don L. McGill
Charles R. Peck
David R. Podmore
Jack W. Poole
David Schaub

Brooke Sundin
Anthony A. Tennessy
Bryan Wall

2. GENERAL DESCRIPTION

2.1 General Description of the Development

The Strata Lots offered for sale by the Developer pursuant to this Disclosure Statement will be constructed on the Lands and will be located in one ten-storey concrete tower (the "East Building") and one six-storey concrete mid-rise building (the "North Building") with common underground parking and common elements below. The façade and certain structural components of the former Nurses' Residence of Vancouver General Hospital, currently located on the Lands, will be retained and integrated into the construction of the Development for heritage conservation purposes.

The East Building will have a civic address of 2851 West 12th Avenue, Vancouver, British Columbia and the North Building will have a civic address of 750 West 12th Avenue, Vancouver, British Columbia. These civic addresses are subject to approval by the City of Vancouver (the "City") and the Developer reserves the right to change these civic addresses from time to time.

The Development will consist of 232 Strata Lots, which are expected to be owned individually. The Development will consist of 230 residential apartment strata lots (the "Residential Lots") and two non-residential strata lots (the "Non-Residential Lots"). One of the Non-Residential Lots (namely Strata Lot 231) (the "Community Strata Lot") is intended for use as a community room and one of the Non-Residential Lots (namely Strata Lot 232) (the "Daycare Strata Lot") is intended for use as a daycare facility. The Developer reserves the right to alter the number of Non-Residential Lots.

It is expected that the Residential Lots will be configured as follows:

<u>Type of Residential Lots</u>	<u>Number of Residential Lots</u>
Studio	8
Studio & den	2
Loft-style one bedroom & enclosed balcony	9
One bedroom	38
One bedroom & den	28
Two bedrooms	95
Two bedrooms & den	49
Three bedrooms	<u>1</u>
Total	230

The Strata Lots will be created by the deposit of a strata plan (the "Strata Plan") for the Development in the Lower Mainland Land Title Office (the "Land Title Office"). A draft of the proposed strata plan (the "Draft Strata Plan") is attached as Exhibit A to this Disclosure Statement. Following the registration of the Strata Plan, it is expected that the Strata Lots will be legally described as follows:

Strata Lots 1 to 232
 Block 418
 District Lot 526
 Group 1
 New Westminster District
 Strata Plan BCS _____

together with an interest in the common property in proportion to the unit entitlement of the Strata Lots as shown on Form V.

The plan number for the Strata Plan will be assigned upon the deposit of the Strata Plan in the Land Title Office.

The proposed layout of the Development and the intended approximate dimensions and location of the Strata Lots are set out in the Draft Strata Plan. The actual Strata Lots, as constructed, may vary somewhat from what is depicted in the Draft Strata Plan. The Developer reserves the right to change the suite numbers assigned to the Strata Lots.

2.2 Permitted Uses

The zoning applicable to the Lands is CD-1.

2.3 Phasing

The Development is not part of a phased development.

3. STRATA INFORMATION

3.1 Unit Entitlement

The unit entitlement (“Unit Entitlement”) of each Strata Lot is a figure indicating its share in the common property (the “Common Property”) and other assets of the Development and is used to determine each Strata Lot’s contribution to common expenses of the strata corporation (the “Strata Corporation”) formed upon the deposit of the Strata Plan in the Land Title Office. The Unit Entitlement is the habitable area of each Strata Lot in square metres, rounded to the nearest whole number, excluding any non-living area such as a patio, deck or exterior balcony. A schedule of the estimated Unit Entitlement for the Strata Lots is attached as Exhibit B to this Disclosure Statement. The calculation of Unit Entitlement for the Strata Lots set out in Exhibit B is based on architectural drawings and will vary somewhat when calculated on the basis of the final surveyed Strata Plan. The appropriate Form V under the *Strata Property Act* (British Columbia) setting out the final Unit Entitlement will be filed in the Land Title Office concurrently with the deposit of the Strata Plan.

3.2 Voting Rights

There is one Strata Corporation in respect of the Strata Lots. The Strata Corporation will be divided into the Residential Section and the Non-Residential Section (each described in section 3.5 below). Each Residential Lot within the Development will carry with it one vote in the Strata Corporation. The Non-Residential Lots will have a total of 13.121 votes. The proposed form of Schedule of Voting Rights which sets out the allocation of votes among the Strata Lots is attached as Exhibit C to this Disclosure Statement.

3.3 Common Property and Facilities

(a) *Common Property*

Each owner of a Strata Lot will also own an undivided proportionate share of the Common Property and the common facilities and other assets of the Strata Corporation. The owners of the Strata Lots will own the Common Property as tenants in common in proportion to the Unit Entitlement of their respective Strata Lots: see subsection 3.1 above.

(b) *Common Facilities*

The Developer does not intend to include any common facilities within the Development other than the Recreational Facility which will be designated as Limited Common Property for the Residential Lots: see subsection 3.4(d) below.

3.4 Limited Common Property

(a) *Limited Common Property*

Limited Common Property is an area within the Common Property that is designated for the exclusive use of one or more Strata Lot owners. The Developer will designate the areas shown as patios, balconies and decks on the Draft Strata Plan as Limited Common Property for the adjacent Strata Lots on the Strata Plan. In addition, some areas, such as lobbies, corridors, elevators, utility rooms, amenity rooms, parking areas and outdoor spaces, which will be used solely by the owners of the Non-Residential Lots or Residential Lots, will be designated as Limited Common Property for the Non-Residential Lots and Residential Lots, respectively.

The Developer reserves the right to expand any areas designated as Limited Common Property for the exclusive use of one or more of the Strata Lots or change any designation from Limited Common Property to Common Property, and *vice versa*. For greater certainty, the Developer reserves the right to designate additional areas as Limited Common Property for the Non-Residential Lots or the Residential Lots as it considers appropriate. A designation of Limited Common Property made on the Strata Plan may only be removed or altered by unanimous resolution of the members of the Strata Corporation.

The Strata Corporation may, by bylaw, make owners responsible for the repair and maintenance of Limited Common Property which they use. The initial bylaws of the Strata Corporation (the "Bylaws"), which will consist of the bylaws attached as Exhibit D to this Disclosure Statement, provide that owners are responsible for maintaining and repairing Limited Common Property which they use, other than the following items which are to be maintained and repaired by the Strata Corporation:

- (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;
- (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.

(b) *Storage Lockers*

The Development will include approximately 17 storage lockers (the "Lockers") on level P2 of the Parking Facility (described in section 3.6 below) and on the ground level of the East Building approximately as shown on Sheets 3, 4 and 7 of the Draft Strata Plan. The Lockers will be designated as Limited Common Property for the exclusive use of the individual owners of those Strata Lots which do not have in-suite storage, namely: Strata Lots 1-5, 10, 14, 15, 19, 141, 157, 158, 168, 175, 176, 194 and 210.

(c) *Bicycle Storage Areas*

The Development is intended to include secured storage areas which will accommodate up to approximately 289 bicycles for use by owners of the Residential Lots on level P1 of the Parking Facility (described in section 3.6 below) and on the ground level of the East Building approximately as shown on Sheets 6 and 7 of the Draft Strata Plan. The Bylaws provide that each owner of a Residential Lot is entitled to the use of one bicycle storage space free of charge. The Strata Corporation will be responsible for the administration of the use of the bicycle storage spaces, including the allocation of the use of the bicycle storage spaces to the owners of the Residential Lots and the management of the balance, if any of the bicycle storage spaces.

(d) *Recreational Facility*

The Developer intends to include an amenity lounge/billiards room (the "Recreational Facility") on the ground level of the East Building. The Developer intends to provide light furnishings in the Recreational Facility. The Recreational Facility will be administered and maintained at the cost of the Residential Section (described in section 3.5 below), and will be designated as Limited Common Property for the Residential Lots on the Strata Plan.

3.5 Bylaws

The Developer recognizes that the owners of the Residential Lots and the owners of the Non-Residential Lots have different needs and interests. To accommodate their respective needs and interests, following the deposit of the Strata Plan in the Land Title Office the Developer will cause the Strata Corporation to adopt the Bylaws attached as Exhibit D to this Disclosure Statement to replace the standard bylaws contained in the *Strata Property Act* (British Columbia). The Bylaws establish a separate section (the "Residential Section") for the Residential Lots and a separate section (the "Non-Residential Section") for the Non-Residential Lots.

As described above, certain areas utilized solely by owners of the Residential Lots or the Non-Residential Lots have been designated as Limited Common Property for the exclusive use of the owners utilizing such areas. Such designations of Limited Common Property will be made upon the deposit of the Strata Plan in the Land Title Office and may only be removed or altered by a unanimous resolution of the members of the Strata Corporation.

In addition to the common budget of the Strata Corporation, each of the sections of the Strata Corporation will have a separate annual budget based upon the facilities utilized and expenses incurred in respect of each such separate section. Expenses relating to the Limited Common Property of each of the Residential Lots or the Non-Residential Lots will be for the account of the owners of Strata Lots in each separate section.

3.6 Parking

The Development will include a two-level underground parking facility (the "Parking Facility") substantially as shown on Sheets 3, 4, 5 and 6 of the Draft Strata Plan. The Development is expected to include 282 parking stalls (the "Parking Facility Stalls") contained within the Parking Facility and 10 surface parking stalls (the "Surface Stalls") located at grade substantially as shown on Sheet 7 of the Draft Strata Plan.

Prior to executing this Disclosure Statement, the Developer leased all of the Parking Facility Stalls to 0727853 B.C. Ltd. (the "Parking Tenant") pursuant to a lease (the "Parking Facility Lease") dated June 20, 2005. A copy of the Parking Facility Lease is attached as Exhibit E to this Disclosure Statement. Upon the deposit for registration of the Strata Plan, that portion of the Lands comprising the Parking Facility will be designated as Common Property. The Common Property comprising the leased portion of the Parking Facility will be subject to the Parking Facility Lease.

The Developer will cause the Parking Tenant to grant a partial assignment of the Parking Facility Lease pertaining to at least one single car Parking Facility Stall within the gated portion of the Parking Facility to each purchaser of a Residential Lot for a total of 230 Parking Facility Stalls (the "Residential Stalls"). Five of the Residential Stalls in the gated portion of the Parking Facility are expected to be designated as handicapped stalls. Nineteen of the Parking Facility Stalls (one of which will also be a handicapped stall) in the unsecured portion of the Parking Facility are expected to be designated as visitor parking stalls for use by visitors of the Residential Lots.

The Developer will also cause the Parking Tenant to grant a partial assignment of the Parking Facility Lease pertaining to three Parking Facility Stalls located in the visitor parking area of the Parking Facility to the owner of the Community Strata Lot. Further, the Developer will cause the Parking Tenant to grant a partial assignment of the Parking Facility Lease to two Parking Facility Stalls located in the visitor parking area of the Parking Facility to the owner of the Daycare Strata Lot.

One of the Surface Stalls (which will be a handicapped stall) is expected to be designated as a visitor parking stall for use by visitors of the Residential Lots. Nine of the Surface

Stalls (one of which will also be a handicapped stall) are expected to be designated as drop-off stalls for use by customers of the Daycare Strata Lot. Such assignments will be on terms established by the Developer from time to time.

The Parking Facility is expected to include approximately 23 additional Parking Facility Stalls which may be allocated by the Developer at its discretion for the exclusive use of owners of Strata Lots in the Development by the Developer causing the Parking Tenant to grant a partial assignment of the Parking Facility Lease to such purchasers. Such assignments will be on terms established by the Developer from time to time.

3.7 Furnishings and Equipment

The following equipment will be included in the purchase price of each Residential Lot:

- built-in oven
- electric cooktop
- hood fan (over cooktop) and microwave oven or combination microwave oven/hood fan (over cooktop)
- in-sink disposal
- refrigerator
- dishwasher
- roller blinds on exterior windows
- stacking washer and dryer

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

The roller blinds to be installed on the exterior windows are intended to be sunscreens to limit the amount of daylight entering the Strata Lots, and while they may provide a certain amount of privacy from outside viewers during the daytime, they should not be relied upon to provide privacy within the Strata Lot at night or in low light conditions.

3.8 Budget

(a) *Strata Lot Expenses*

- (i) Each Strata Lot owner will be responsible for real property taxes for his or her Strata Lot. Property taxes are levied by and payable to the City.
- (ii) The aggregate cost of the following utilities are paid by the Strata Corporation and the cost will be allocated to the Residential Section and the Non-Residential Section in accordance with expected usage and then pro-rated to the owners of the Strata Lots within each such section in accordance with the respective Unit Entitlement figures of the Strata Lots within each such section and included in the monthly assessments: street lighting, public walkway lighting and utilities servicing the Common

Property (including the security and fire/life safety equipment), water and sewage.

- (iii) The aggregate cost of the following utilities are paid by the Strata Corporation but attributable to the Residential Lots only and the cost will be pro-rated to the owners of the Residential Lots in accordance with the Unit Entitlement of the Residential Lots and included in the monthly assessments: garbage removal, natural gas consumed in heating water within the residential portion of the Development and utilities servicing the Limited Common Property for the Residential Lots.
- (iv) The aggregate cost of the following utilities are paid by the Strata Corporation but attributable to the Non-Residential Lots only and the cost will be pro-rated to the owners of the Non-Residential Lots in accordance with the Unit Entitlement of the Non-Residential Lots and included in the monthly assessments: utilities servicing the Limited Common Property for the Non-Residential Lots. The owners of the Non-Residential Lots will be solely responsible for arranging garbage removal at their own cost.
- (v) With the exception of those utilities listed in subsection 3.8(a)(ii) above, all utilities including cable television services, will be separately metered or assessed to each Strata Lot and will be the responsibility of each Strata Lot owner.

(b) *Interim Budget*

The interim budget of estimated operating expenses for the Strata Corporation for the 12-month period beginning on the first day of the first month after substantial completion of the Development is attached as Exhibit F to this Disclosure Statement. In addition to the common budget of the Strata Corporation, the Residential Section and the Non-Residential Section each have a separate interim budget of estimated operating expenses based on the facilities utilized and expenses incurred in respect of each such section. Exhibit F also sets out the estimated monthly assessment for each of the Strata Lots within the Development during the initial operating year based on the interim budget.

(c) *Interim Budget Shortfalls*

The Developer must pay the Strata Corporation's expenses up to the end of the month in which the first conveyance of a Strata Lot to a purchaser occurs. After that month and before the first annual budget takes effect, if the Strata Corporation's actual expenses exceed the estimated expenses as set out in the interim budget, the Developer must pay the excess to the Strata Corporation within eight weeks after the first annual general meeting. The Developer is obligated under subsection 14(5) of the *Strata Property Act* (British Columbia) to pay a penalty, in addition to the shortfall amount, if the actual expenses are greater than the estimated expenses for that period by 10% or more.

(d) *Contingency Reserve Fund*

Under section 12 of the *Strata Property Act* (British Columbia), at the time of the first conveyance of a Strata Lot to a purchaser, the Developer is required to, and will, contribute to the contingency reserve fund the lesser of 5% of the estimated operating expenses as set out in the interim budget attached as Exhibit F to this Disclosure Statement, multiplied by the number of years and partial years since the deposit of the Strata Plan in the Land Title Office, and 25% of the interim budget.

3.9 Utilities and Services

The Development will be serviced by a water system, electricity, sewerage, natural gas, fire protection, telephone, cable television and road access. Natural gas will be used in the Development for the purpose of heating water for the Residential Lots. The Residential Lots will have electric baseboard heat. The costs of these utilities and services are included in the Strata Lots' expenses described in subsection 3.8(a) above.

3.10 Strata Management Contracts

The Developer intends to cause the Strata Corporation to enter into a management agreement (the "Management Agreement") with a third party property manager (the "Manager") with respect to the control, management and administration of the Common Property. The Manager will not be related to the Developer. The Management Agreement will be for a term which will expire automatically on the date that is four weeks after the date of the second annual general meeting of the Strata Corporation. The management fee will be allocated between the Residential Section and the Non-Residential Section as set out in the interim budget of estimated operating expenses attached as Exhibit F to this Disclosure Statement. The management fee will be payable monthly in advance and the owner of each Strata Lot will pay its share of the management fee allocated to its respective section of the Strata Corporation, based upon the proportion of the Unit Entitlement of the owner's Strata Lot to the Unit Entitlement of all of the Strata Lots in that section, through its payment of common expenses to the Strata Corporation. A copy of the proposed form of Management Agreement is attached as Exhibit G to this Disclosure Statement.

3.11 Insurance

- (a) Upon commencement of construction, the Developer will place construction risk insurance of not less than full replacement cost and general liability insurance of not less than \$5,000,000 in respect of the Development.
- (b) The Developer will obtain the following insurance coverage in the name of the Strata Corporation:
 - (i) full replacement insurance on the Common Property, common assets, buildings and fixtures, built or installed on the Strata Lots by the Developer as part of the original construction, including floor and wall

coverings and electrical and plumbing fixtures, but excluding, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other similar items;

- (ii) liability insurance for property damage and bodily injury in an amount not less than \$5,000,000; and
- (iii) errors and omissions insurance for the strata council members.

The items described in (i) above will be insured against major perils, including fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.

- (c) Each owner of a Residential Lot and Non-Residential Lot will be responsible for insuring personal property and strata lot improvements or betterments which are carried out by such purchaser on his or her Strata Lot when the purchaser acquires title to it, as well as liability insurance for acts or omissions occurring within his or her own Strata Lot.

3.12 Rental Disclosure Statement

Under Section 139 of the *Strata Property Act* (British Columbia), the Developer must disclose to any purchaser of a Residential Lot the intention to lease the Residential Lots in order to preserve the Developer's right to lease any unsold Residential Lots in the future. Attached as Exhibit H to this Disclosure Statement is a copy of the rental disclosure statement in respect of all of the Strata Lots, which was filed with the Superintendent by the Developer concurrently with the filing of this Disclosure Statement. In addition, the Developer reserves the right to offer some or all of the Non-Residential Lots for lease.

3.13 Distribution of Strata Corporation Assets on Winding Up

Each Strata Lot owner's share of the property and assets of the Strata Corporation in the event of a winding up of the Strata Corporation will be determined on the basis of municipally assessed values, or appraised values, if there are no municipal assessments at the time of such winding up.

3.14 Fines for Not Holding First AGM within Required Time

The Developer must hold the first annual general meeting of the Strata Corporation within six weeks of the earlier of:

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

If the first annual general meeting is not held within the required time, the Developer must pay to the Strata Corporation \$1,000 for a delay of up to 30 days, and a further \$1,000 for each additional delay of seven days.

3.15 Documents to be Delivered to the Strata Corporation

The Developer must provide copies of the following documents to the Strata Corporation at the first annual general meeting:

- (a) all plans required to obtain a building permit and any amendments to the building permit plans;
- (b) 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;
- (c) all contracts entered into by the Strata Corporation;
- (d) any Disclosure Statement filed under the *Real Estate Development Marketing Act* (British Columbia) and any Rental Disclosure Statement;
- (e) the registered Strata Plan from the Land Title Office;
- (f) the names and addresses of contractors, subcontractors and persons primarily responsible for supplying labour or materials to the project;
- (g) the names and addresses of any technical consultants, including building envelope specialists, if any;
- (h) the name and address of any project manager; and
- (i) all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturers' documentation and other similar information relating to the Common Property or common assets.

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

The Development will be constructed on the Lands. The Lands are currently legally described as follows:

City of Vancouver
Parcel Identifier: 025-948-873
Parcel "A"
Block 418
District Lot 526
Group 1
New Westminster District
Plan BCP11349

Prior to depositing the Strata Plan in the Land Title Office, the Developer intends to subdivide the Lands in order to create separate legal title for a parcel (the "Park Lands") which will be transferred to Vancouver Coastal Health Authority ("VCHA") for use as a park (the "Park"). A copy of the proposed subdivision plan showing the location of the Lands and the intended location and boundaries of the Park Lands is attached as Exhibit K to this Disclosure Statement. Once registered in the Land Title Office, the subdivision plan will have the effect of creating title to the Park Lands. The Development will be constructed upon the remaining lands (the "Remainder"). Upon the full registration of the subdivision plan, it is expected that the legal description of the Park Lands will be as follows:

Lot 1
Block 418
District Lot 526
Group 1
New Westminster District
Plan BCP

4.2 Ownership

The Developer is the registered owner of the Lands.

4.3 Existing Encumbrances and Legal Notations

(a) *Legal Notations*

The following legal notations are registered on title to the Lands:

(i) None.

(b) *Registered Encumbrances*

The following encumbrances are registered against title to the Lands. It is anticipated that prior to or upon the issuance of occupancy permits for the Residential Lots by the City, the encumbrances set out in paragraphs 4.3(b)(i), (iv), (v), (vii), (viii) and (ix) will be discharged from title to the Strata Lots:

- (i) Easement and Indemnity Agreement 391995M in favour of the City. This agreement permits certain commercial crossings over the sidewalks to access the Property;
- (ii) Covenant BT406261 and Equitable Charge BT406262 in favour of the City. These encumbrances provide for the remediation of the soils and groundwater, if required;
- (iii) Covenant BT406263 and Statutory Right of Way BT406264 (each as modified by BX441205 and BX441206, respectively) in favour of the City. These encumbrances provide for the construction of certain on-site and off-site works including open space areas;
- (iv) Covenant BT406267 and Statutory Right of Way BT406268 in favour of the City. These encumbrances provide for the restoration of the building known as the "Heather Pavilion";
- (v) Statutory Right of Way BT406271 and Covenant BT406272 in favour of the City. These encumbrances require the provision and maintenance of certain community rooms on the Lands. This requirement is satisfied by the Community Strata Lot and these encumbrances will be discharged from title to all of the Strata Lots, save and except for the Community Strata Lot, following the registration of the Strata Plan;
- (vi) Covenant BT406273 in favour of the City. This encumbrance secures the registered owner's obligations to comply with the City's public art policy;
- (vii) Option to Lease BT406274 and Covenant BT406275 in favour of the City. These encumbrances requires that a childcare facility for 69 children must be constructed and maintained on the Lands. This requirement is satisfied by the Daycare Strata Lot and the encumbrances will be discharged from title to all of the Strata Lots, save and except for the Daycare Strata Lot, following the registration of the Strata Plan;
- (viii) Lease BW520924 (the "VCHA Lease") in favour of VCHA. This encumbrance is a lease between the Developer and VCHA in respect of a single storey building (the "VCHA Building") currently located on the Lands as shown in heavy dark outline on Plan BCP14448. The term of the VCHA Lease is due to expire on June 30, 2006 and the VCHA Lease will be discharged from title to the Lands thereafter; and

- (ix) Easement BW520925. This encumbrance is an easement in favour of VCHA, as tenant under the VCHA Lease, over that area shown hatched on Plan BCP14448 for the purposes of: (a) accessing the VCHA Building; (b) storing, loading and unloading inventory, material, tools and equipment; and (c) providing medical services. This encumbrance will be discharged from title to the Lands contemporaneously with the VCHA Lease.

4.4 Proposed Encumbrances

The following additional encumbrances may be registered by the Developer in favour of or against title to the Lands, which will remain as legal notations or encumbrances, respectively, against title to the Strata Lots or the Common Property after filing the Strata Plan in the Land Title Office (unless otherwise indicated):

- (a) the Parking Facility Lease;
- (b) an easement or easements in favour of adjoining properties permitting the placement of underpinning, anchor rods or other support structures below the surface of the Lands in order to facilitate construction on such adjoining properties, support for such properties during and after such construction and the ability to have the boom of any crane used in the construction of the development on such properties pass through the air space of the Lands;
- (c) an easement or easements in favour of the Park Lands over the Lands which provides for access to certain BC Hydro works which are connected to the works located in the Development. This easement may contain certain cost sharing provisions with respect to the maintenance of those works which are shared between the Park Lands and the Development;
- (d) a Section 219 Covenant in favour of the City which requires the construction of the Park. Once the subdivision plan creating title to the Park Lands is registered in the Land Title Office, it is expected that this encumbrance will be discharged from title to the Remainder upon which the Development will be constructed. The construction of the Park must be constructed prior to the occupancy of any buildings on the Remainder;
- (e) a statutory right of way in favour of the City over the Lands which provides for public access to and the use of certain portions of the Remainder appurtenant to the Park Lands for park purposes;
- (f) a statutory right of way in favour of the City which provides for access to and the use of the Lands in connection with the decommissioning of underground tunnels (the "Tunnels") which run under 12th Avenue and which previously connected the buildings which existed on the Lands to those buildings located on those lands directly across 12th Avenue from the Lands;

- (g) a Section 219 Covenant in favour of the City which provides that an occupancy permit for the Development will not be issued until the work required in connection with the decommissioning of the Tunnels has been completed;
- (h) any and all such rights of way, easements, encroachment agreements, restrictive covenants, dedications and other covenants, rights or restrictions, and any required equitable charges relating thereto, required by the City, BC Hydro, Terasen Inc., Telus or any other applicable governmental authority or public utility or as may be deemed necessary or advisable by the Developer in connection with the Development; and
- (i) such other encumbrances and legal notations as the Developer may deem necessary, provided such encumbrances and legal notations are discharged prior to the conveyance of any Strata Lot, or in the case of security in favour of a lender to the Developer, such lender agrees to provide a partial discharge of its security insofar as it pertains to any particular Strata Lot within a reasonable period of time after completion of the sale of such Strata Lot.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation or liability in respect of the Development or against the Developer, which may affect the Strata Lots.

4.6 Environmental Matters

(a) *Flooding*

The Developer is not aware of any requirement imposed by the City or other governmental authority, or any danger, in respect of flooding or drainage hazards at the Development.

(b) *Condition of Soil and Subsoil*

The Developer's investigation of the Lands, and the previous uses thereof, indicates that there is no significant contamination in the soil and subsoil at the Development.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

The construction of the Strata Lots is expected to commence on December 15, 2005. The construction of the Strata Lots is expected to be completed on February 15, 2008. The Developer reserves the right to change these dates. These estimated commencement and completion dates are estimates only and are not to be relied upon by purchasers of the Strata Lots for determining the completion date of their purchases. The completion dates for the sale and purchase of the Strata Lots will be determined pursuant to the purchase agreements.

5.2 Warranties

- (a) The Developer warrants each Residential Lot against defects in materials and labour for a period of two years from the "Commencement Date" (defined as the earlier of the date of actual occupancy of the Residential Lot and the transfer of legal title to the first purchaser of the Residential Lot), the Common Property against defects in materials and labour for 15 months and against defects in materials and labour for gas, electrical, plumbing, heating, ventilation and air conditioning systems and for exterior cladding, caulking, windows and doors for two years, defects in the building envelope (including defects resulting in unintended water penetration) for a period of six years and structural defects for a period of ten years, all commencing on the first Commencement Date for a Residential Lot.
- (b) The Developer is a licensed builder under the *Homeowner Protection Act* (British Columbia). In accordance with the *Homeowner Protection Act* (British Columbia), the Developer will, in addition to the Developer's warranty, provide a third party warranty by Financial Institutions Commission approved The St. Paul Guarantee Insurance Company ("St. Paul") with coverage matching the Developer's warranty to purchasers of the Residential Lots. Both the Developer's warranty and the St. Paul warranty exceed the minimum requirements of the *Homeowner Protection Act* (British Columbia). A copy of the St. Paul warranty certificate which describes the terms of the coverage which will apply to the Development is attached as Exhibit I to this Disclosure Statement. The Developer's warranty will be subject to the same terms and conditions as the St. Paul warranty.

5.3 Previously Occupied Building

Not applicable for this Development.

6. APPROVALS AND FINANCES

6.1 Development Approval

- (a) The City issued Development Permit No. DE408504 dated June 15, 2005 for the Development.
- (b) The City has not yet issued a building permit for the construction of the Development. The Developer expects to receive a building permit on or before the date which is nine months after this Disclosure Statement is filed with the Superintendent. The Developer will file an amendment to this Disclosure Statement setting out the particulars of the issued building permit for the Development and will deliver a copy of such amendment to each purchaser once the building permit is issued.

- (c) The Development will comply with all building restrictions, zoning regulations and other restrictions governing the use and development of the Development and any Strata Lot therein.

6.2 Construction Financing

The Developer intends to finance construction of the Development itself. The Developer reserves the right to obtain financing for the construction of the Development from an outside lender. If the Developer obtains construction financing from an outside lender, it will require the lender, as part of its financing commitment, to agree to provide a partial discharge of its security insofar as it relates to any particular Strata Lot upon completion of the sale of such Strata Lot.

7. MISCELLANEOUS

7.1 Deposits

Except as otherwise provided in this section 7.1 where required under the *Real Estate Development Marketing Act* (British Columbia), all deposits and other monies received from a purchaser of a Strata Lot will be held by the Developer's lawyers, McCarthy Tétrault LLP, in trust in the manner required by the *Real Estate Development Marketing Act* (British Columbia) until such time as:

- (a) the Strata Plan is deposited in the Land Title Office;
- (b) the Strata Lot is capable of being occupied; and
- (c) an instrument evidencing the interest of the purchaser in the Strata Lot has been filed for registration in the Land Title Office.

The interest, if any, accrued on the deposit will be for the account of and payable to the purchaser unless the purchaser defaults in his or her obligations under the Contract of Purchase and Sale entered into between such purchaser and the Developer, in which case such interest will be for the account of and paid to the Developer.

Notwithstanding the foregoing, the Developer may, in its discretion, enter into a deposit protection contract as contemplated by the *Real Estate Development Marketing Act* (British Columbia) and, if the Developer does so, the deposit may be released to the Developer and used by the Developer for purposes related to the Development, including the construction and marketing thereof, and the deposit protection contract will remain in effect until subsections 7.1(a), (b) and (c) have been satisfied. Interest on the deposit shall accrue to the benefit of the purchaser only until such time as the deposit is released to the Developer as contemplated herein, after which time the Purchaser shall not be entitled to the benefit of any further accrued interest.

7.2 Purchase Agreement

Attached as Exhibit J to this Disclosure Statement is the form of offer to purchase and agreement of sale which the Developer intends to use in connection with the sale of the Strata Lots unless otherwise agreed between the Developer and a purchaser.

7.3 Developer's Commitments

There are no commitments made by the Developer to be met after completion of the sale of the Strata Lots.

7.4 Other Material Facts

(a) *Caretaker's Suite*

One of the Residential Lots in the Development (the "Caretaker's Suite") will be designated for use by the caretaker of the Residential Section, which is intended to be a one bedroom Strata Lot on the second floor of the East Building. The Developer will sell the Caretaker's Suite to the Strata Corporation for the sum of \$355,900.00, plus applicable goods and services tax, and will cause the Strata Corporation to acquire the Caretaker's Suite on these and the following terms. To finance the purchase of the Caretaker's Suite, the Strata Corporation will grant a first mortgage to an institutional lender securing the whole or a portion of the principal sum for a probable term of five years, with a per annum interest rate equivalent to the average of the respective rates for five year closed residential mortgages published by the five largest Canadian chartered banks (in assets) as at the date of completion of the purchase and sale of the Caretaker's Suite, amortized over 25 years, and, if only a portion of the principal sum is so secured, it is intended that the Strata Corporation will also grant a second mortgage to another institutional lender, or to the Developer or its nominee, securing the balance of the principal sum, plus all costs relating to the purchase of the Caretaker's Suite, including, without limitation property transfer tax and legal fees and disbursements, for a probable term of three years, with interest at the then current market rate per annum for second mortgages of residential property, amortized over 25 years. Such mortgage(s) will be registered against title to the Caretaker's Suite. Any such mortgage may also be secured by an assignment of the rents from the Caretaker's Suite.

(b) *Other Contracts Affecting the Development*

The Developer will cause the Strata Corporation to enter into ordinary course arrangements in connection with the maintenance, operation and security of the Common Property. The Developer will also enter into leasing contracts, on behalf of the Strata Corporation, with respect to the enterphone panels and access control systems servicing the Development. The costs associated with these arrangements are included in the interim budget for the Strata Corporation attached as Exhibit F to this Disclosure Statement.

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).


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* (British Columbia), as of June 29, 2005.

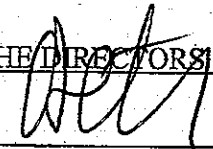
DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per:


David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER


A. Gordon Armstrong

Robert Matters

Jack W. Poole

Bruce Bell

Leif Hansen

David Schaub

Robert Beynon

Rodney D. Hiebert

Brooke Sundin

Nancy Curley

Don L. McGill


Anthony A. Tennessy

John Davies

Charles R. Peck

Bryan Wall

Gerry J. Forcier


David R. Podmore

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).


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* (British Columbia), as of June 29, 2005.

DEVELOPER

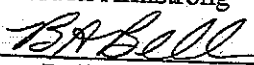
CONCERT REAL ESTATE CORPORATION

Per:


David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

A. Gordon Armstrong


Bruce Bell

Robert Beynon

Nancy Curley

John Davies

Gerry J. Forcier

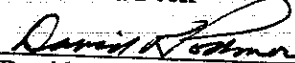
Robert Matters

Leif Hansen

Rodney D. Hiebert

Don L. McGill

Charles R. Peck


David R. Podmore

Jack W. Poole

David Schaub

Brooke Sundin

Anthony A. Tennessy

Bryan Wall

DEEMED RELIANCE


Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).

DECLARATION

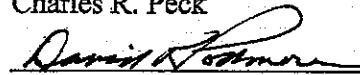
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of June 29, 2005.

DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per: 
David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

<u>A. Gordon Armstrong</u>	<u>Robert Matters</u>	<u>Jack W. Poole</u>
<u>Bruce Bell</u>	<u>Leif Hansen</u>	<u>David Schaub</u>
<u>Robert Beynon</u>	<u>Rodney D. Hiebert</u>	<u>Brooke Sundin</u>
<u>Nancy Curley</u>	<u>Don L. McGill</u>	<u>Anthony A. Tennessy</u>
<u>John Davies</u>	<u>Charles R. Peck</u>	<u>Bryan Wall</u>
<u>Gerry J. Forcier</u>	<u></u> David R. Podmore	

DEEMED RELIANCE

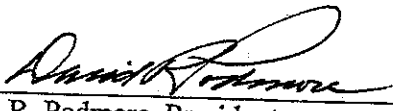
Section 22 of the *Real Estate Development Marketing Act* (British Columbia) provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission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

DECLARATION

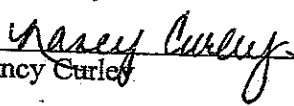
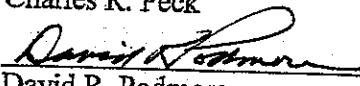
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of June 29, 2005.

DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per: 
David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

<u>A. Gordon Armstrong</u>	<u>Robert Matters</u>	<u>Jack W. Poole</u>
<u>Bruce Bell</u>	<u>Leif Hansen</u>	<u>David Schaub</u>
<u>Robert Beynon</u>	<u>Rodney D. Hiebert</u>	<u>Brooke Sundin</u>
<u> Nancy Curley</u>	<u>Don L. McGill</u>	<u>Anthony A. Tennessy</u>
<u>John Davies</u>	<u>Charles R. Peck</u>	<u>Bryan Wall</u>
<u>Gerry J. Forcier</u>	<u> David R. Podmore</u>	

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).

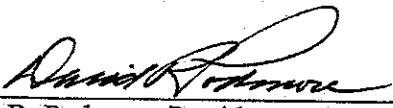
DECLARATION

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* (British Columbia), as of June 29, 2005.

DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per:


David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

A. Gordon Armstrong

Robert Matters

Jack W. Poole

Bruce Bell

Leif Hansen

David Schaub

Robert Beynon

Rodney D. Hiebert

Brooke Sundin

Nancy Curley

Don L. McGill

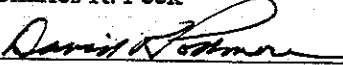
Anthony A. Tennessy

John Davies

Charles R. Peck

Bryan Wall

Gerry J. Forcier


David R. Podmore

DEEMED RELIANCE


Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).

DECLARATION


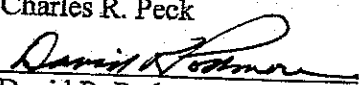
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of June 29, 2005.

DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per: 
David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

<u>A. Gordon Armstrong</u>	<u>Robert Matters</u>	<u>Jack W. Poole</u>
<u>Bruce Bell</u>	<u>Leif Hansen</u>	<u>David Schaub</u>
<u>Robert Beynon</u>	<u>Rodney D. Hiebert</u>	<u>Brooke Sundin</u>
<u>Nancy Curley</u>	<u>Don L. McGill</u>	<u>Anthony A. Tennessy</u>
<u>John Davies</u>	<u>Charles R. Peck</u>	<u>Bryan Wall</u>
<u></u> Gerry J. Forcier	<u></u> David R. Podmore	

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).

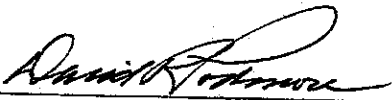
DECLARATION

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* (British Columbia), as of June 29, 2005.

DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per:


David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

A. Gordon Armstrong


Robert Matters

Jack W. Poole

Bruce Bell

Leif Hansen

David Schaub

Robert Beynon

Rodney D. Hiebert

Brooke Sundin

Nancy Curley

Don L. McGill


Anthony A. Tennessy

John Davies

Charles R. Peck

Bryan Wall

Gerry J. Forcier


David R. Podmore

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).


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* (British Columbia), as of June 29, 2005.

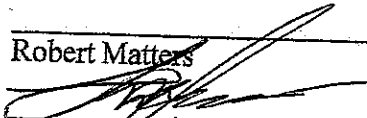

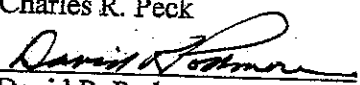
DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per:


David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

<u>A. Gordon Armstrong</u>	<u>Robert Matters</u> 	<u>Jack W. Poole</u>
<u>Bruce Bell</u>	<u>Leif Hansen</u> 	<u>David Schaub</u>
<u>Robert Beynon</u>	<u>Rodney D. Hiebert</u>	<u>Brooke Sundin</u>
<u>Nancy Curley</u>	<u>Don L. McGill</u>	<u>Anthony A. Tennessy</u>
<u>John Davies</u>	<u>Charles R. Peck</u>	<u>Bryan Wall</u>
<u>Gerry J. Forcier</u>	<u>David R. Podmore</u> 	

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).

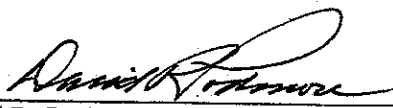
DECLARATION

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* (British Columbia), as of June 29, 2005.

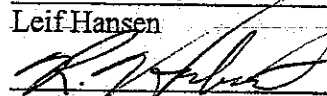
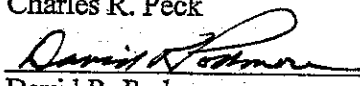
DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per:


David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

<u>A. Gordon Armstrong</u>	<u>Robert Matters</u>	<u>Jack W. Poole</u>
<u>Bruce Bell</u>	<u>Leif Hansen</u>	<u>David Schaub</u>
<u>Robert Beynon</u>	 <u>Rodney D. Hiebert</u>	<u>Brooke Sundin</u>
<u>Nancy Curley</u>	<u>Don L. McGill</u>	<u>Anthony A. Tennessy</u>
<u>John Davies</u>	<u>Charles R. Peck</u>	<u>Bryan Wall</u>
<u>Gerry J. Forcier</u>	 <u>David R. Podmore</u>	

DEEMED RELIANCE


Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).

DECLARATION

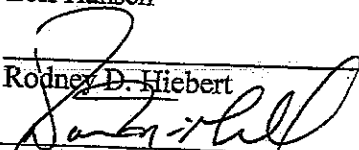

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of June 29, 2005.

DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per: 
David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

<u>A. Gordon Armstrong</u>	<u>Robert Matters</u>	<u>Jack W. Poole</u>
<u>Bruce Bell</u>	<u>Leif Hansen</u>	<u>David Schaub</u>
<u>Robert Beynon</u>	<u>Rodney D. Kliebert</u> <u></u>	<u>Brooke Sundin</u>
<u>Nancy Curley</u>	<u>Don L. McGill</u>	<u>Anthony A. Tennessy</u>
<u>John Davies</u>	<u>Charles R. Peck</u>	<u>Bryan Wall</u>
<u>Gerry J. Forcier</u>	<u></u> David R. Podmore	

DEEMED RELIANCE


Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).

DECLARATION

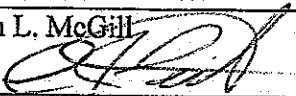
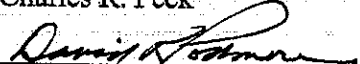
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of June 29, 2005.

DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per: 
David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

<u>A. Gordon Armstrong</u>	<u>Robert Matters</u>	<u>Jack W. Poole</u>
<u>Bruce Bell</u>	<u>Leif Hansen</u>	<u>David Schaub</u>
<u>Robert Beynon</u>	<u>Rodney D. Hiebert</u>	<u>Brooke Sundin</u>
<u>Nancy Curley</u>	<u>Don L. McGill</u> <u></u>	<u>Anthony A. Tennessy</u>
<u>John Davies</u>	<u>Charles R. Peck</u>	<u>Bryan Wall</u>
<u>Gerry J. Forcier</u>	<u></u> David R. Podmore	

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).

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* (British Columbia), as of June 29, 2005.

DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per:

David R. Podmore
David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

A. Gordon Armstrong

Robert Matters

Jack W. Poole

Bruce Bell

Leif Hansen

David Schaub

Robert Beynon

Rodney D. Hiebert

Brooke Sundin

Nancy Curley

Don L. McGill

Anthony A. Tennessy

John Davies

Charles R. Peck

Bryan Wall

Gerry J. Forcier

David R. Podmore

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).

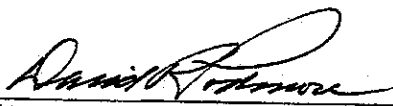
DECLARATION

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* (British Columbia), as of June 29, 2005.

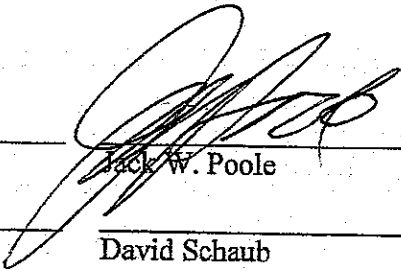
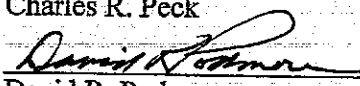
DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per:


David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

<u>A. Gordon Armstrong</u>	<u>Robert Matters</u>	 <u>Jack W. Poole</u>
<u>Bruce Bell</u>	<u>Leif Hansen</u>	<u>David Schaub</u>
<u>Robert Beynon</u>	<u>Rodney D. Hiebert</u>	<u>Brooke Sundin</u>
<u>Nancy Curley</u>	<u>Don L. McGill</u>	<u>Anthony A. Tennessy</u>
<u>John Davies</u>	<u>Charles R. Peck</u>	<u>Bryan Wall</u>
<u>Gerry J. Forcier</u>	 <u>David R. Podmore</u>	

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).


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* (British Columbia), as of June 29, 2005.

DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per:


David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

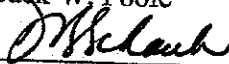
A. Gordon Armstrong

Robert Matters

Jack W. Poole

Bruce Bell

Leif Hansen


David Schaub

Robert Beynon

Rodney D. Hiebert

Brooke Sundin

Nancy Curley

Don L. McGill

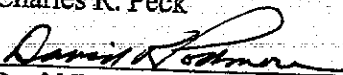
Anthony A. Tennessy

John Davies

Charles R. Peck

Bryan Wall

Gerry J. Forcier


David R. Podmore

DEEMED RELIANCE


Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).

DECLARATION

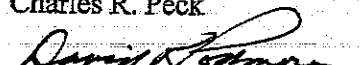
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of June 29, 2005.

DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per: 
David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

<u>A. Gordon Armstrong</u>	<u>Robert Matters</u>	<u>Jack W. Poole</u>
<u>Bruce Bell</u>	<u>Leif Hansen</u>	<u>David Schaub</u>
<u>Robert Beynon</u>	<u>Rodney D. Hiebert</u>	<u>Brooke Sundin</u>
<u>Nancy Curley</u>	<u>Don L. McGill</u>	<u>Anthony A. Tennessy</u>
<u>John Davies</u>	<u>Charles R. Peck</u>	<u>Bryan Wall</u>
<u>Gerry J. Forcier</u>	<u></u> David R. Podmore	

DEEMED RELIANCE


Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).

DECLARATION

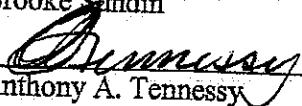
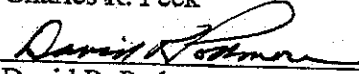
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of June 29, 2005.

DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per: 
David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

<u>A. Gordon Armstrong</u>	<u>Robert Matters</u>	<u>Jack W. Poole</u>
<u>Bruce Bell</u>	<u>Leif Hansen</u>	<u>David Schaub</u>
<u>Robert Beynon</u>	<u>Rodney D. Hiebert</u>	<u>Brooke Sundin</u>
<u>Nancy Curley</u>	<u>Don L. McGill</u>	<u></u> Anthony A. Tennessy
<u>John Davies</u>	<u>Charles R. Peck</u>	<u>Bryan Wall</u>
<u>Gerry J. Forcier</u>	<u></u> David R. Podmore	

DEEMED RELIANCE


Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 *Real Estate Development Marketing Act* (British Columbia).

DECLARATION


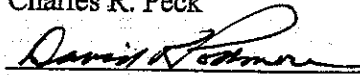
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of June 29, 2005.

DEVELOPER

CONCERT REAL ESTATE CORPORATION

Per: 
David R. Podmore, President

THE DIRECTORS OF THE DEVELOPER

<u>A. Gordon Armstrong</u>	<u>Robert Matters</u>	<u>Jack W. Poole</u>
<u>Bruce Bell</u>	<u>Leif Hansen</u>	<u>David Schaub</u>
<u>Robert Beynon</u>	<u>Rodney D. Hiebert</u>	<u>Brooke Sundin</u>
<u>Nancy Curley</u>	<u>Don L. McGill</u>	<u>Anthony A. Tennessy</u>
<u>John Davies</u>	<u>Charles R. Peck</u>	<u></u> Bryan Wall
<u>Gerry J. Forcier</u>	<u></u> David R. Podmore	

SOLICITOR'S CERTIFICATE

IN THE MATTER OF the *Real Estate*)
Development Marketing Act (British)
Columbia) and the Disclosure Statement for)
property currently legally described as:)
)
City of Vancouver)
Parcel Identifier: 025-948-873)
Parcel "A")
Block 418)
District Lot 526)
Group 1)
New Westminster District)
Plan BCP11349)
)

I, Neil R. Davie, Solicitor, a member of the Law Society of British Columbia, HEREBY CERTIFY that I have read over the above-described Disclosure Statement dated June 29, 2005 and have reviewed same with the Developer therein named, and that the facts contained in sections 4.1, 4.2 and 4.3 are correct.

DATED at Vancouver, British Columbia, this 3rd day of August, 2005.



Neil R. Davie

NEIL DAVIE
Barrister & Solicitor
McCarthy Tétrault LLP
1300 - 777 DUNSMUIR STREET
VANCOUVER, B.C. V7Y 1K2
DIRECT 604-643-5892

EXHIBITS TO THIS DISCLOSURE STATEMENT

- A Draft Strata Plan
- B Proposed Schedule of Unit Entitlement
- C Proposed Schedule of Voting Rights
- D Proposed Bylaws of Strata Corporation
- E Parking Facility Lease
- F Interim Budget of Estimated Operating Expenses and Estimated Monthly Assessments
- G Proposed Form of Management Agreement
- H Rental Disclosure Statement
- I Form of St. Paul Guarantee Warranty Certificate
- J Form of Offer to Purchase and Agreement of Sale
- K Proposed Subdivision Plan Showing Park Lands

EXHIBIT A

DRAFT STRATA PLAN

SHEET 1 OF 24 SHEETS

PROPOSED STRATA PLAN OF
 LOT 1, BLOCK 418, DISTRICT LOT 526
 GROUP 1, N.W.D., PLAN BCP _____

B.C.G.S. 926.025

SCALE 1 : 750 ALL DISTANCES ARE IN METRES

INTEGRATED SURVEY AREA No. 31 CITY OF VANCOUVER

THIS PLAN SHOWS GROUND LEVEL MEASURED DISTANCES, PRIOR TO COMPUTATION OF U.T.M. COORDINATES MULTIPLY BY COMBINED FACTOR OF 0.9993967

GRID BEARINGS ARE (NAD83 CRS) DERIVED FROM CONTROL MONUMENTS - V-3985 AND V-2345

STRATA LOT BOUNDARIES ARE DEFINED BY OUTSIDE OF EXTERNAL WALLS, CORRIDOR SIDE OF CORRIDOR AND CORE WALLS AND CENTRELINE OF WALL BETWEEN STRATA LOTS.

INFORMATION IS BASED ON DIGITAL DATA RECEIVED FROM NIGEL BALDWIN ARCHITECTS LTD. APRIL 05, 2005.



STRATA PLAN BCS _____

DEPOSITED AND REGISTERED IN THE LAND TITLE OFFICE AT NEW WESTMINSTER, B.C. THIS _____ DAY OF _____, 2005.

DEPUTY REGISTRAR

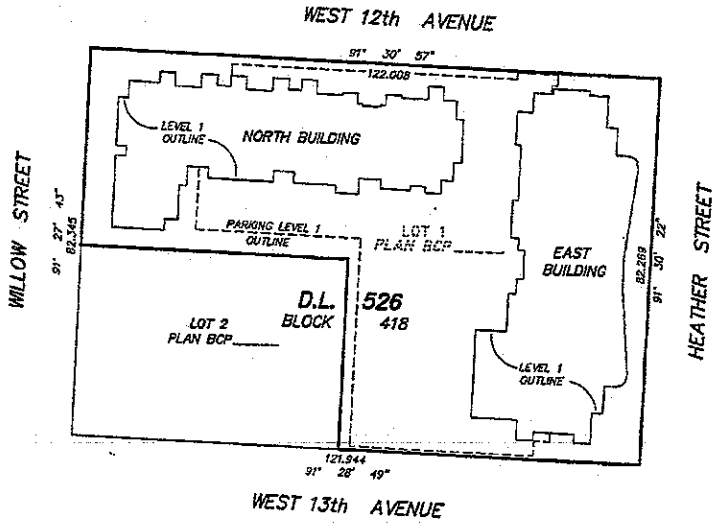
LEGEND

- ⊙ DENOTES CONTROL MONUMENT FOUND
- DENOTES STANDARD IRON POST FOUND
- SL DENOTES STRATA LOT
- ⊕ DENOTES COMMON PROPERTY
- m² DENOTES SQUARE METRES
- A DENOTES AREA
- Ⓢ DENOTES ELECTRICAL BEING COMMON PROPERTY
- Ⓜ DENOTES MECHANICAL BEING COMMON PROPERTY
- Ⓟ DENOTES BALCONY
- Ⓠ DENOTES PATIO
- Ⓡ DENOTES ROOF DECK

LCPS DENOTES LIMITED COMMON PROPERTY (TYPICAL) FOR EXCLUSIVE USE OF STRATA LOT 35

LCPS DENOTES LIMITED COMMON PROPERTY FOR EXCLUSIVE USE BY ALL RESIDENTIAL STRATA LOTS

ALL BEARINGS ARE CARDINAL OR 45° UNLESS OTHERWISE NOTED



I, DAVID HARRIS, OF SURREY, A BRITISH COLUMBIA LAND SURVEYOR, CERTIFY THAT THE BUILDING SHOWN ON THIS STRATA PLAN IS WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN.

DATED THIS _____ th DAY OF _____, 2005.

_____, B.C.L.S.

CIVIC ADDRESS OF PROPERTY:
 700 - W 12th AVENUE
 VANCOUVER, B.C.

I, DAVID HARRIS, OF SURREY, A BRITISH COLUMBIA LAND SURVEYOR, CERTIFY THAT THE BUILDING INCLUDED IN THIS STRATA PLAN HAS NOT, AS OF THE _____ IN DAY OF _____, 2005 BEEN PREVIOUSLY OCCUPIED.

DATED THIS _____ th DAY OF _____, 2005.

_____, B.C.L.S.

I, DAVID HARRIS, OF SURREY, A BRITISH COLUMBIA LAND SURVEYOR, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN, AND THAT THE SURVEY AND PLAN ARE CORRECT. THE SURVEY WAS COMPLETED ON THE _____ DAY OF _____, 2005.

_____, B.C.L.S.

DATE: JULY 29, 2005.
 HPT LAND SURVEYING CO (SURREY) LTD
 #201 - 8484 - 162 STREET,
 SURREY, B.C. VAN 1B4
 TEL: 597-6161 FAX: 597-0259
 FILE: 5391-P3

THIS PLAN LIES WITHIN THE GREATER VANCOUVER DISTRICT

STRATA PROPERTY ACT

STRATA PLAN BCS _____

OWNER:

NAME: _____

NAME: _____

WITNESS:

NAME: _____

ADDRESS OF WITNESS _____

OCCUPATION OF WITNESS _____

DATED THIS _____ DAY OF

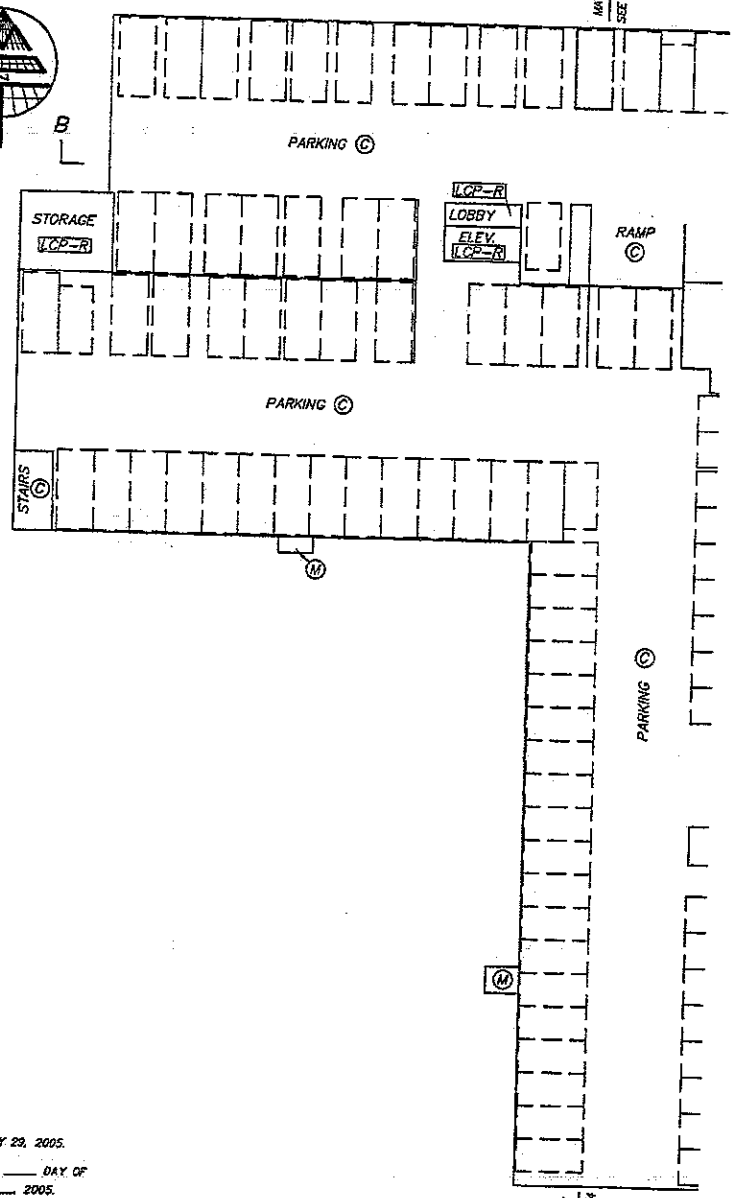
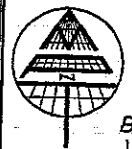
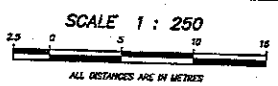
_____ 2005.

_____ B.C.L.S.

FILE: 5391-P3

PARKING LEVEL 2
WEST

STRATA PLAN BCS

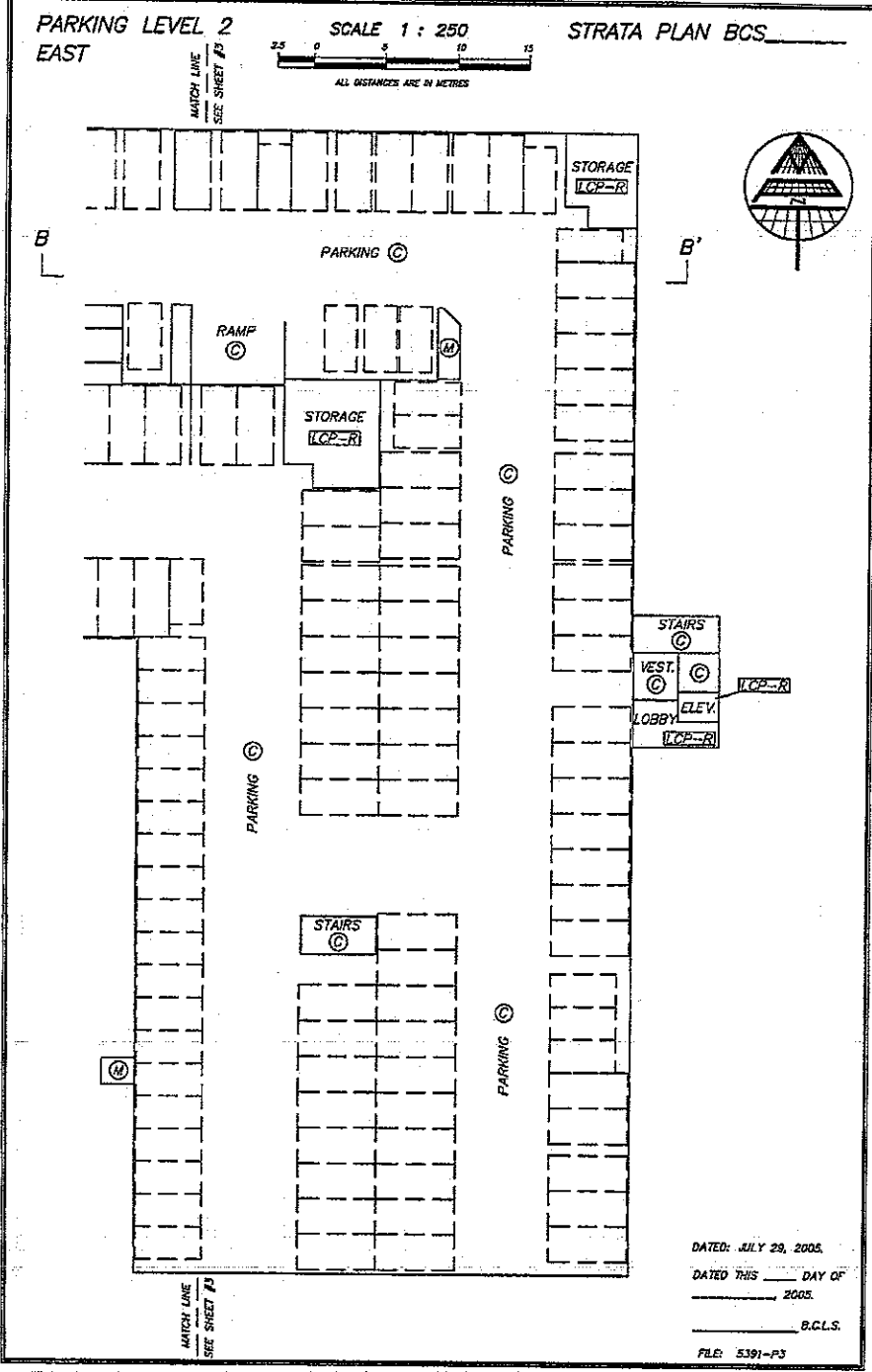


DATED: JULY 29, 2005.
 DATED THIS ____ DAY OF ____ 2005.
 _____ B.C.L.S.
 FILE: 5381-P3

PARKING LEVEL 2
EAST

SCALE 1 : 250

STRATA PLAN BCS



DATED: JULY 29, 2005.

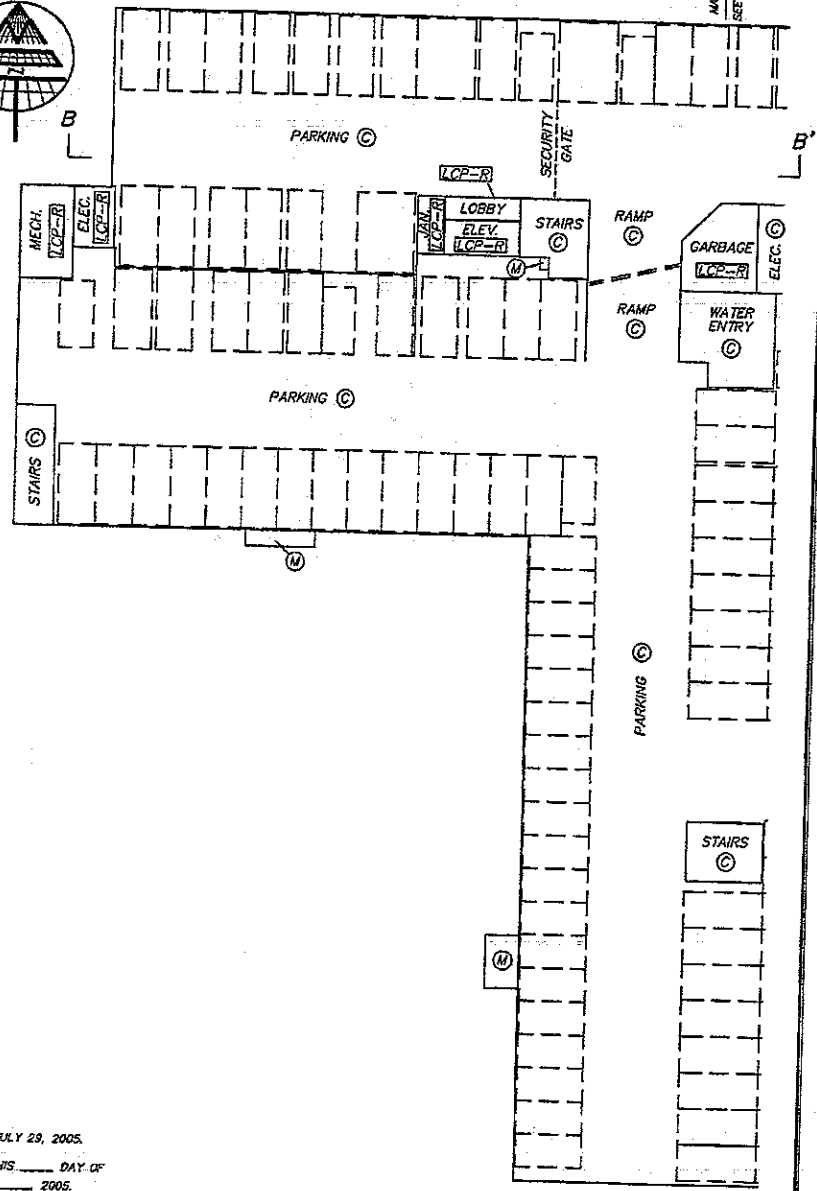
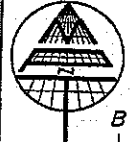
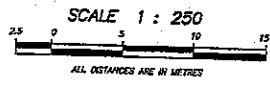
DATED THIS _____ DAY OF _____ 2005.

B.C.L.S.

FILE: 5391-P3

PARKING LEVEL 1 WEST

STRATA PLAN BCS



MATCH LINE SEE SHEET #6

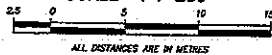
MATCH LINE SEE SHEET #6

DATED: JULY 29, 2005.
 DATED THIS _____ DAY OF _____ 2005.
 _____ B.C.L.S.
 FILE: 5391-P3

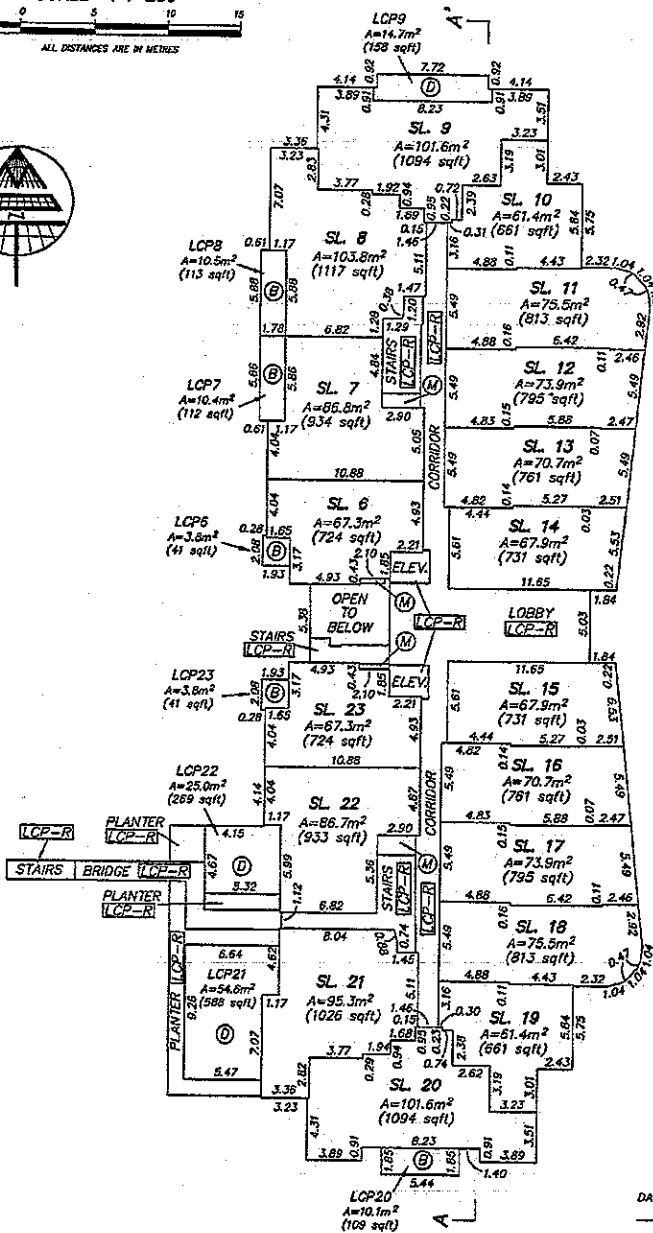
LEVEL 2
EAST BUILDING

STRATA PLAN BCS

SCALE 1 : 250



ALL DISTANCES ARE IN METRES



DATED: JULY 29, 2005.

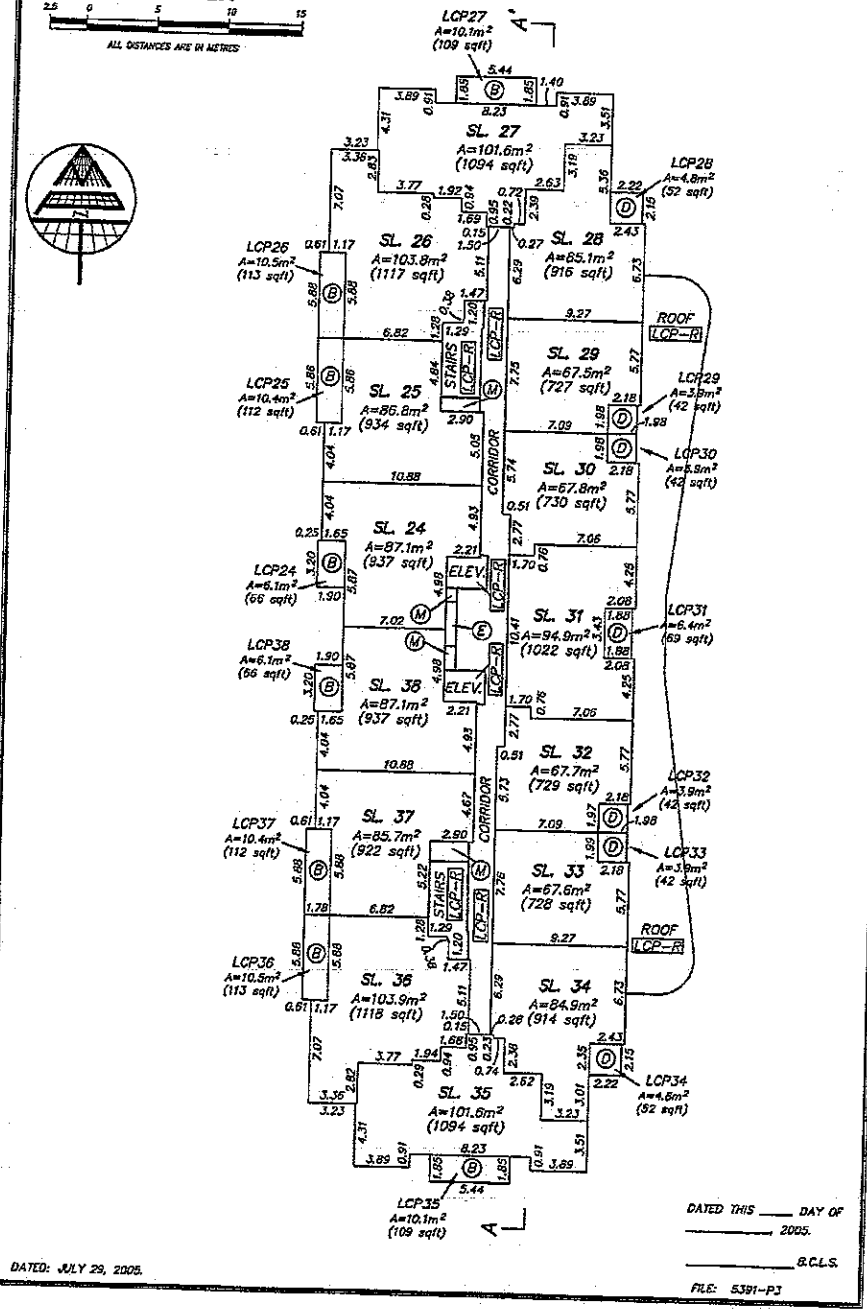
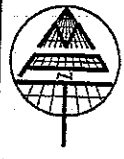
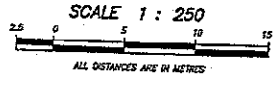
DATED THIS ____ DAY OF
____ 2005.

B.C.L.S.

FILE: 5391-PJ

LEVEL 3
EAST BUILDING

STRATA PLAN BCS



DATED THIS ____ DAY OF
____, 2005.

B.C.L.S.

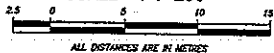
FILE: 5391-P3

DATED: JULY 29, 2005.

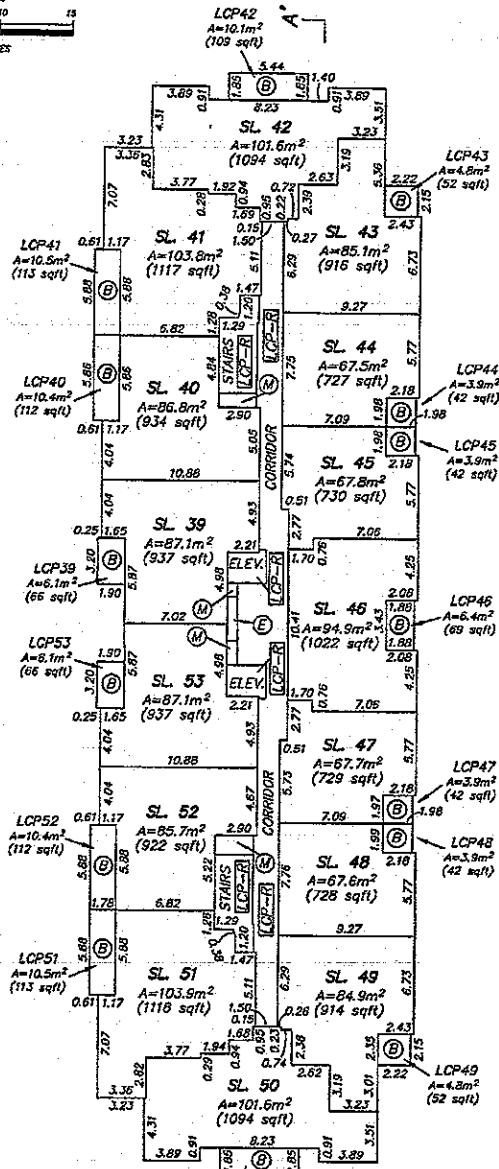
LEVEL 4
EAST BUILDING

STRATA PLAN BCS

SCALE 1 : 250



ALL DISTANCES ARE IN METRES



DATED THIS _____ DAY OF _____ 2005.
B.C.L.S.

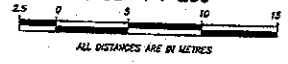
FILE: 5391-PJ

DATED: JULY 29, 2005.

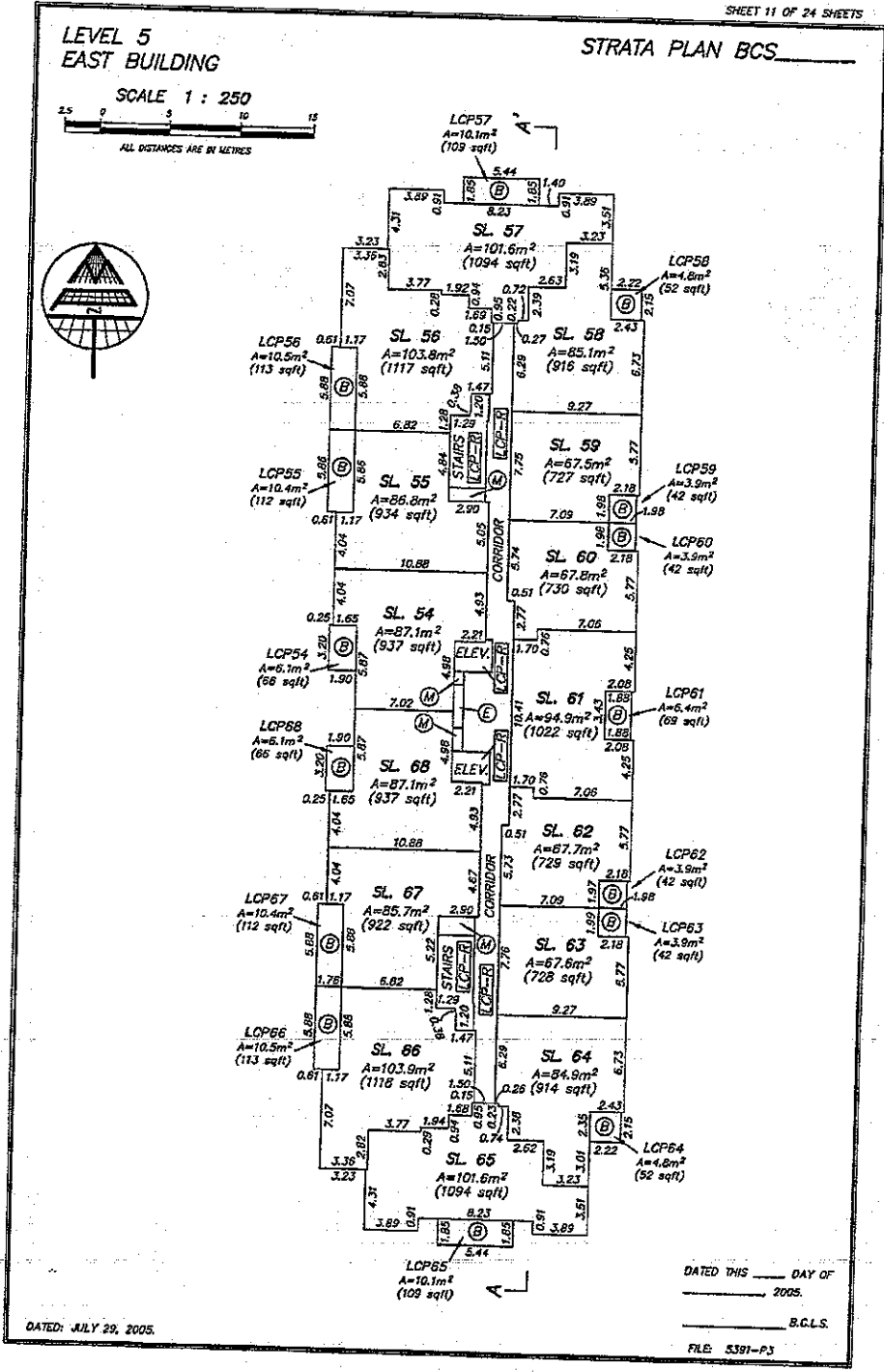
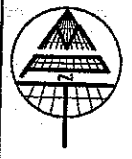
LEVEL 5
EAST BUILDING

STRATA PLAN BCS

SCALE 1 : 250



ALL DISTANCES ARE IN METRES



DATED THIS ___ DAY OF
_____, 2005.

B.C.L.S.

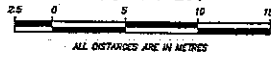
FILE: 5391-P3

DATED: JULY 29, 2005.

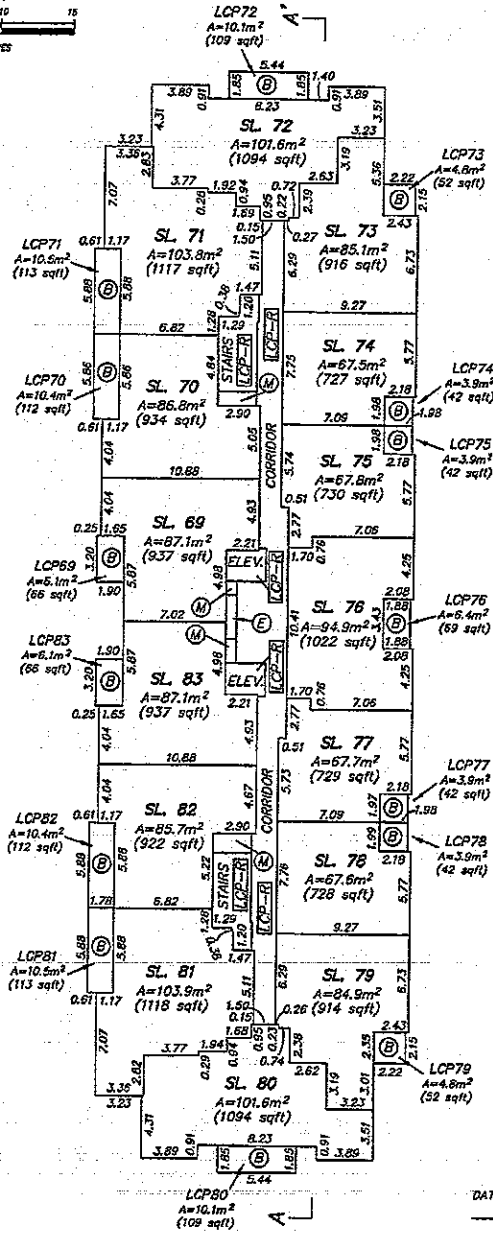
LEVEL 6
EAST BUILDING

STRATA PLAN BCS

SCALE 1 : 250



ALL DISTANCES ARE IN METRES



DATED: JULY 29, 2005.

DATED THIS _____ DAY OF
_____ 2005.

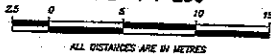
B.C.L.S.

FILE: 5391-P3

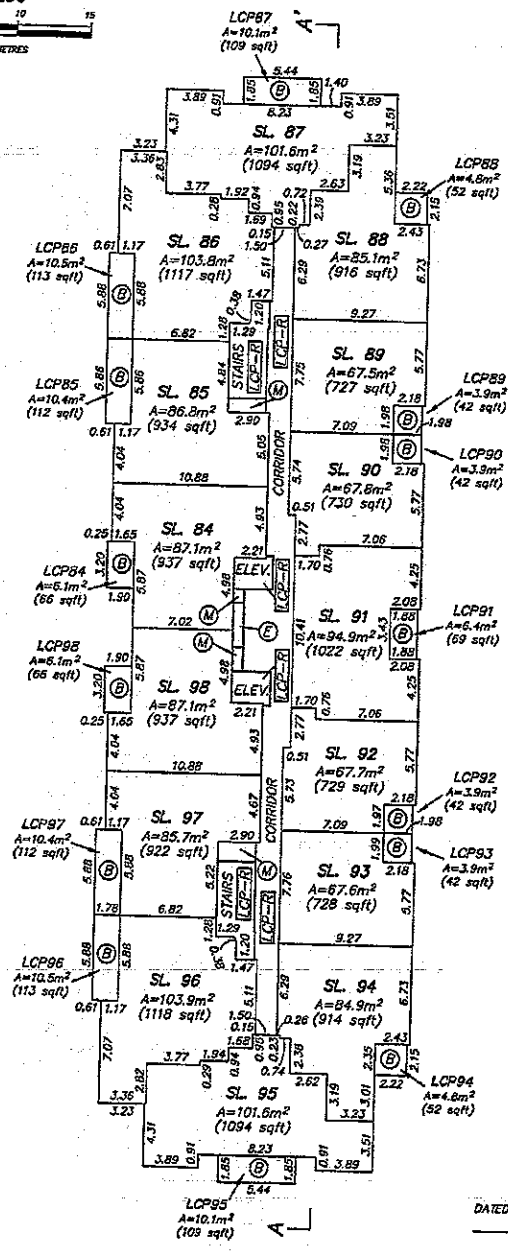
LEVEL 7
EAST BUILDING

STRATA PLAN BCS

SCALE 1 : 250



ALL DISTANCES ARE IN METRES



DATED: JULY 25, 2005.

DATED THIS ____ DAY OF
____ 2005.

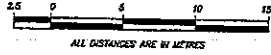
B.C.L.S.

FILE: 5391-P3

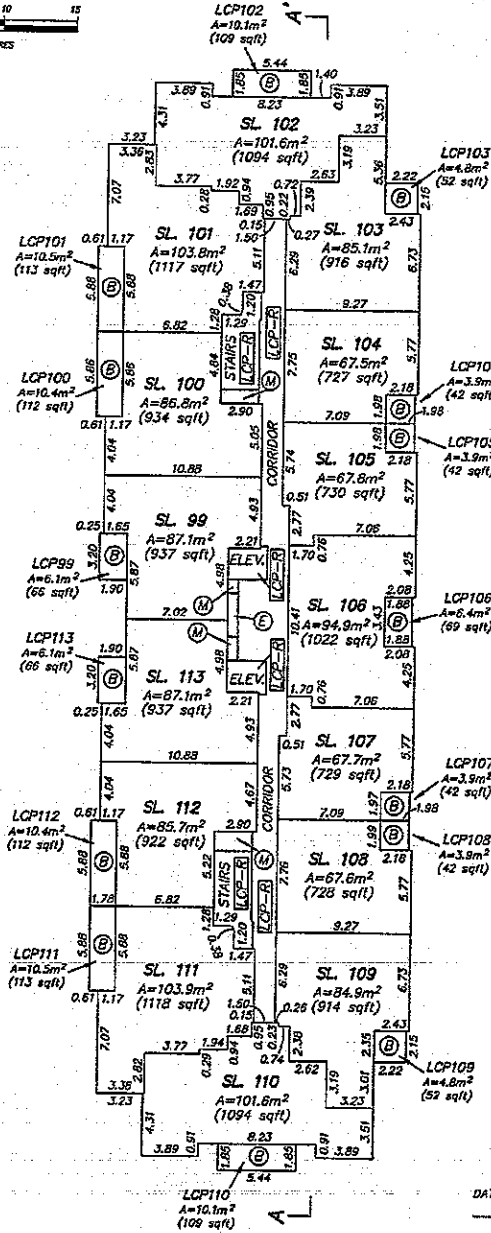
LEVEL 8
EAST BUILDING

STRATA PLAN BCS

SCALE 1 : 250



ALL DISTANCES ARE IN METRES



DATED THIS _____ DAY OF _____ 2005.

_____ B.C.L.S.

FILE: 5391-P3

DATED: JULY 29, 2005.

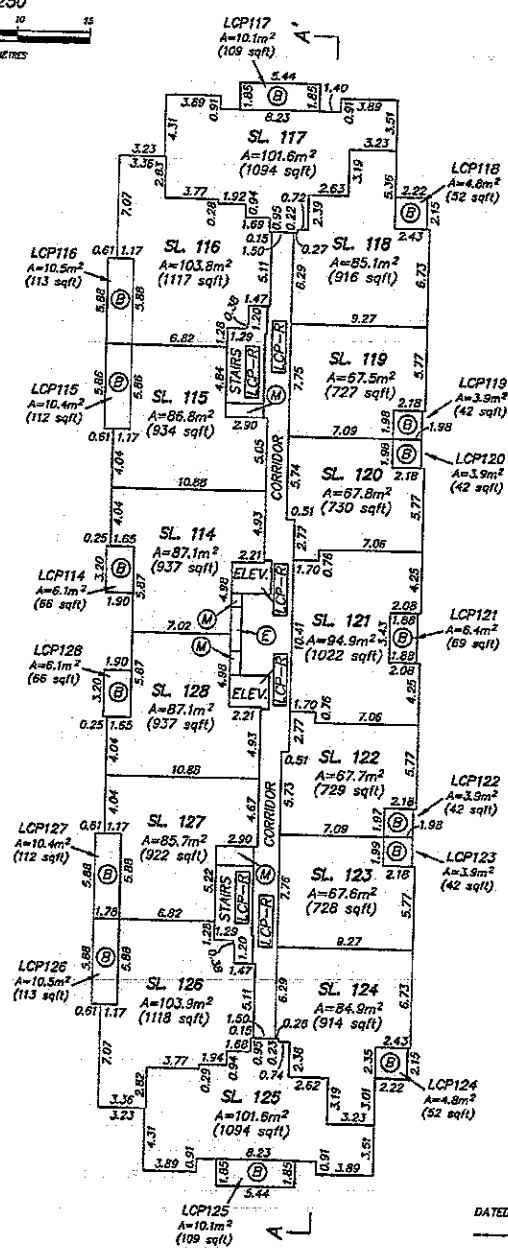
LEVEL 9
EAST BUILDING

STRATA PLAN BCS

SCALE 1 : 250



ALL DISTANCES ARE IN METRES



DATED: JULY 29, 2005.

DATED THIS _____ DAY OF _____ 2005.

B.C.L.S.

FILE: 5391-P3

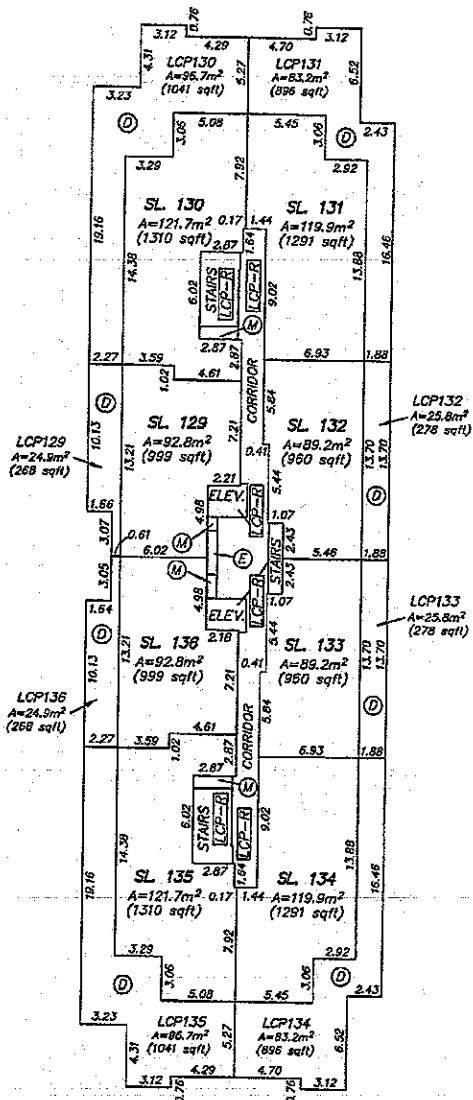
PENTHOUSE
EAST BUILDING

STRATA PLAN BCS

SCALE 1 : 250



ALL DISTANCES ARE IN METRES



DATED THIS _____ DAY OF _____ 2005.
 _____ B.C.L.S.

DATED: JULY 29, 2005.

FILE: 5391-P3

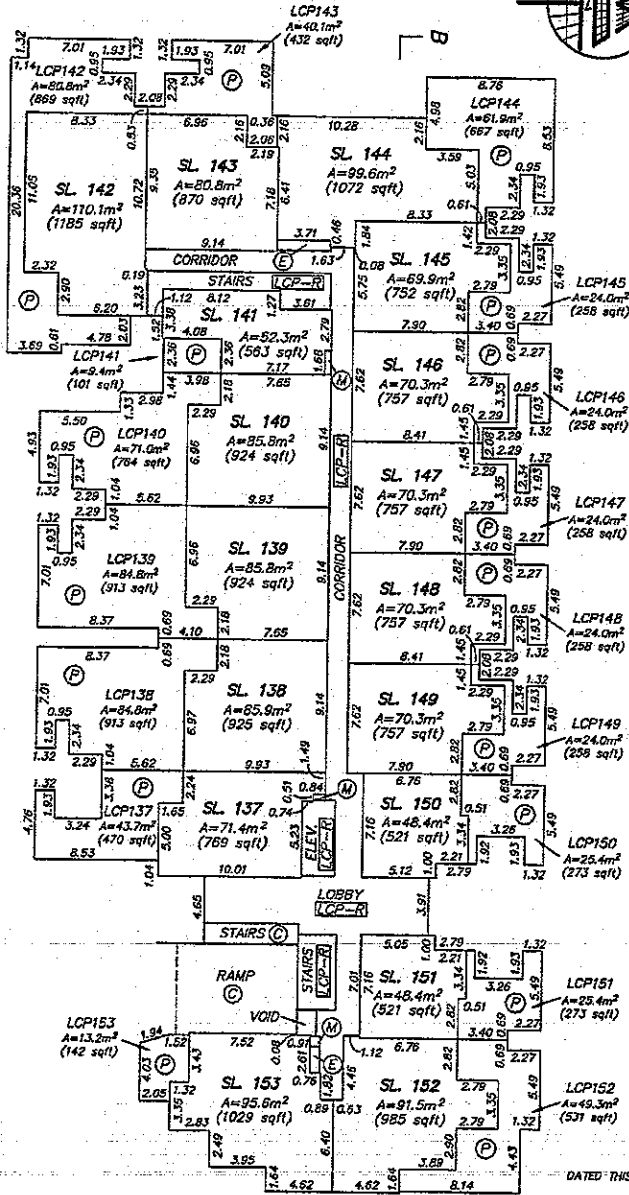
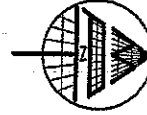
LEVEL 1
NORTH BUILDING

SCALE 1 : 250

STRATA PLAN BCS



ALL DISTANCES ARE IN METRES



DATED: JULY 29, 2005.

DATED THIS _____ DAY OF _____ 2005.

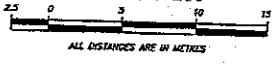
B.C.L.S.

FILE: 5391-P3

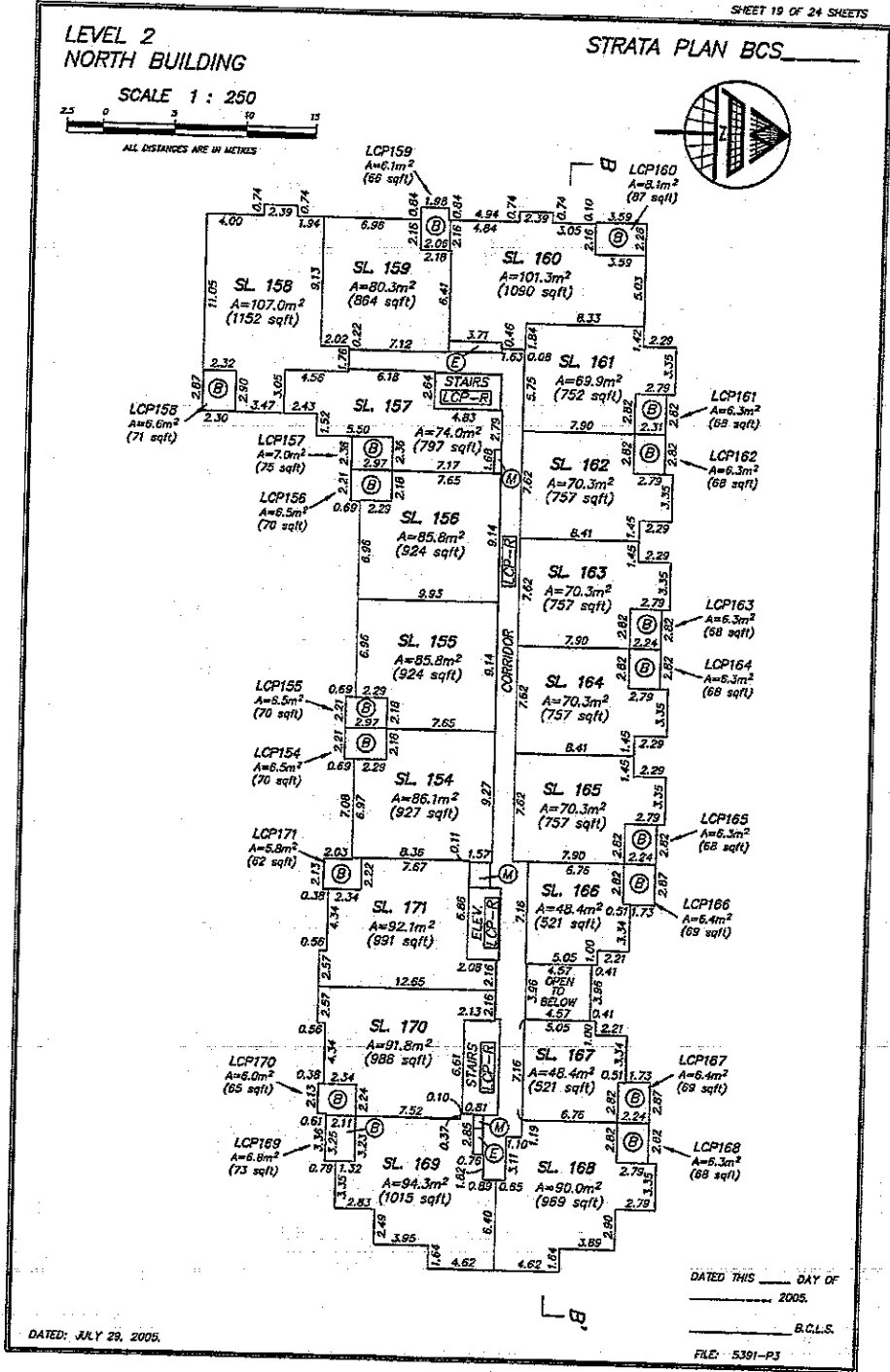
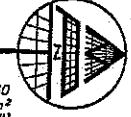
LEVEL 2
NORTH BUILDING

STRATA PLAN BCS

SCALE 1 : 250



ALL DISTANCES ARE IN METRES



DATED: JULY 29, 2005.

DATED THIS ____ DAY OF _____, 2005.

B.C.L.S.
FILE: 5391-P3

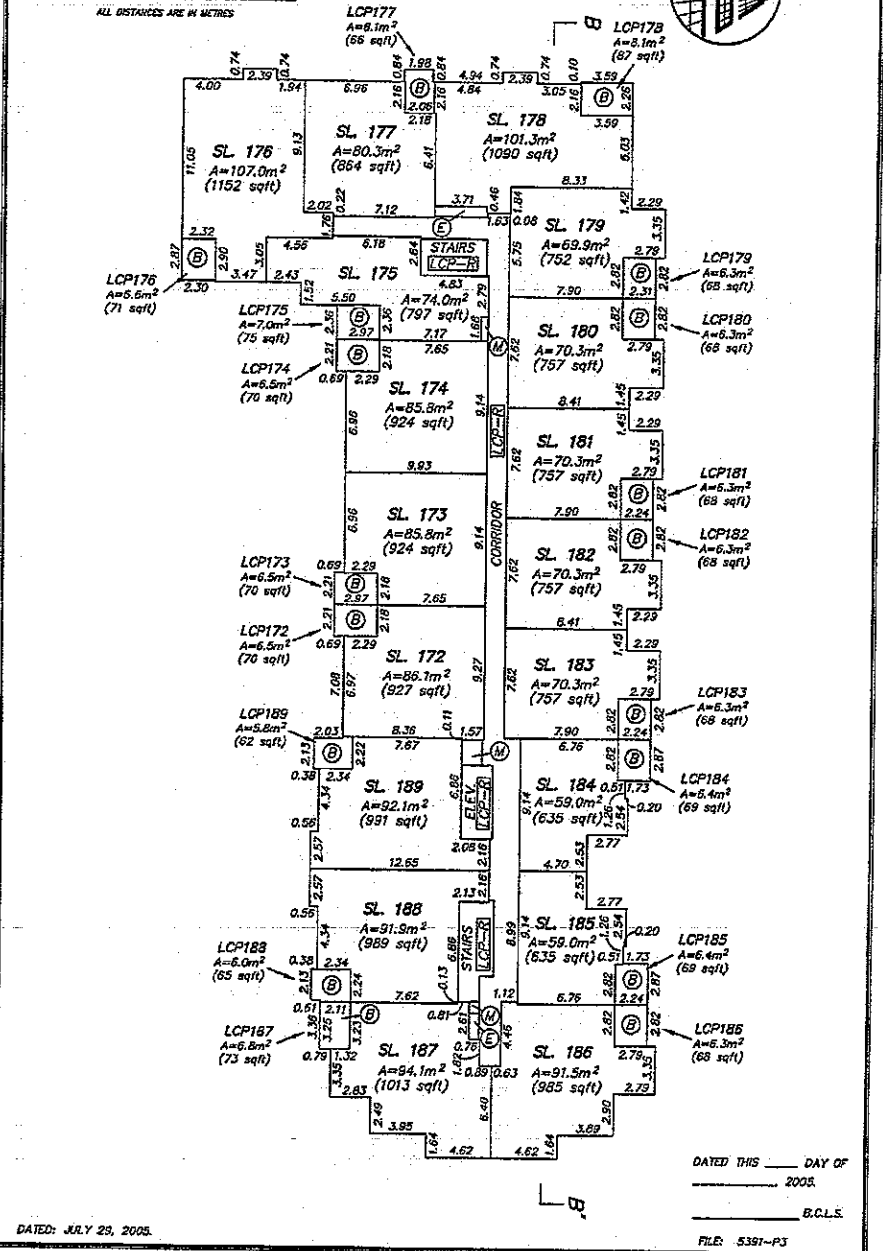
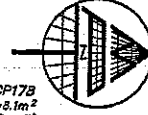
LEVEL 3
NORTH BUILDING

STRATA PLAN BCS

SCALE 1 : 250



ALL DISTANCES ARE IN METRES



DATED THIS _____ DAY OF _____ 2005.
B.C.L.S.

DATED: JULY 25, 2005.

FILE: 5391-P3

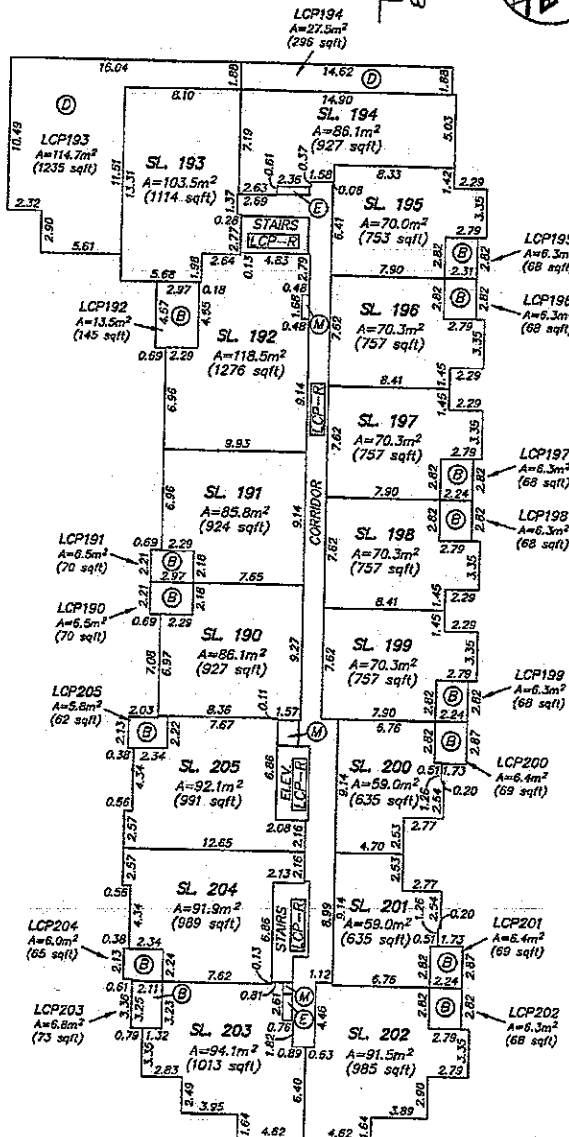
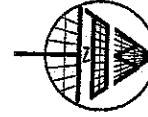
LEVEL 4
NORTH BUILDING

STRATA PLAN BCS

SCALE 1 : 250



ALL DISTANCES ARE IN METRES



DATED THIS _____ DAY OF _____ 2005.

S.C.L.S.

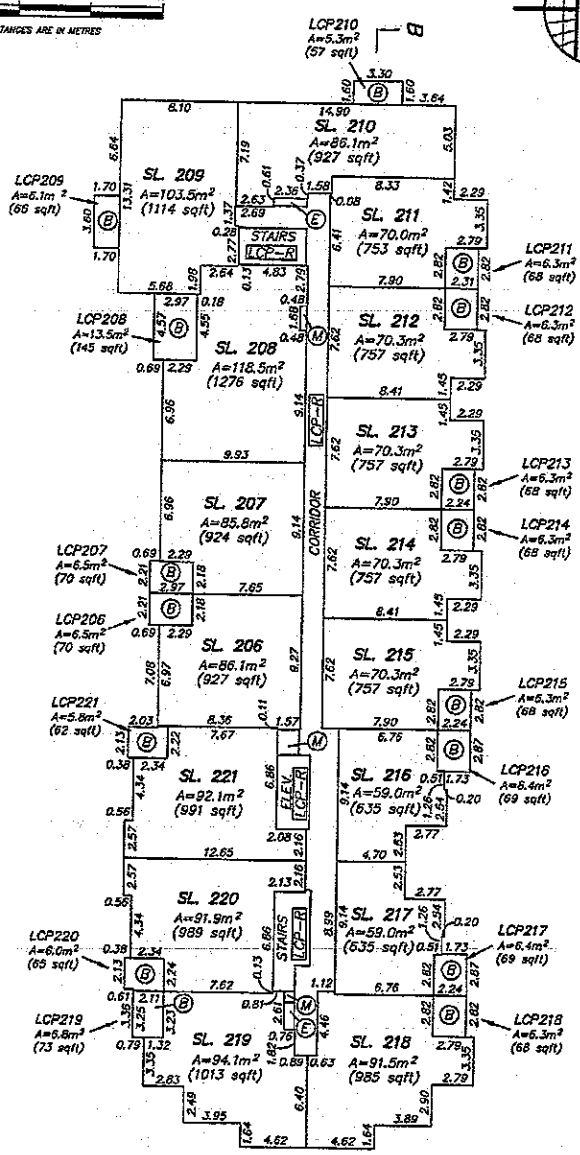
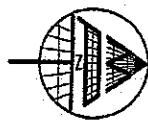
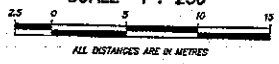
FILE: 5391-P3

DATED: JULY 29, 2005.

LEVEL 5 NORTH BUILDING

STRATA PLAN BCS

SCALE 1 : 250



DATED THIS _____ DAY OF _____ 2005.

_____ B.C.L.S.

FILE: 5391-P3

DATED: JULY 29, 2005.

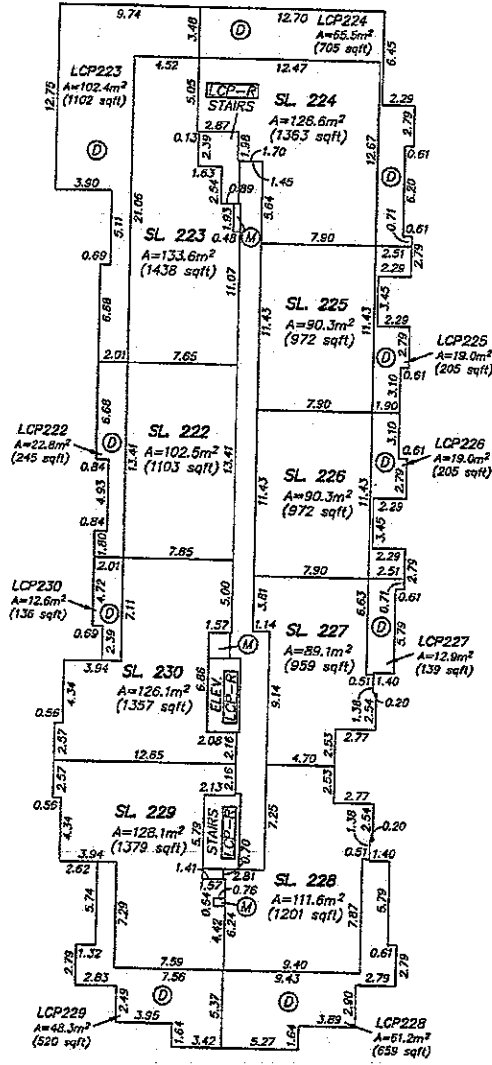
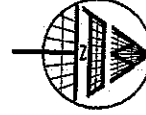
LEVEL 6
NORTH BUILDING

STRATA PLAN BCS

SCALE 1 : 250



ALL DISTANCES ARE IN METRES



DATED THIS _____ DAY OF
_____ 2005.

B.C.L.S.

FILE: 5391-P3

DATED: JULY 29, 2005.

EXHIBIT B

PROPOSED SCHEDULE OF UNIT ENTITLEMENT

PAGE 1

**STRATA PROPERTY ACT
FORM V
SCHEDULE OF UNIT ENTITLEMENT**

(SECTION 245 (a), 246, 264)

RE: STRATA PLAN BCS _____ BEING A STRATA PLAN OF
LOT 1, BLOCK 418, D.L. 526, GROUP 1, N.W.D., PLAN BCP _____
PID: _____

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

THE UNIT ENTITLEMENT FOR EACH RESIDENTIAL STRATA LOT IS ONE OF THE FOLLOWING [CHECK APPROPRIATE BOX], AS SET OUT IN THE FOLLOWING TABLE:

- (a) THE HABITABLE AREA OF THE STRATA LOT, IN SQUARE METRES, ROUNDED TO THE NEAREST WHOLE NUMBER AS DETERMINED BY A BRITISH COLUMBIA LAND SURVEYOR AS SET OUT IN SECTION 246 (3) (a) (i) OF THE STRATA PROPERTY ACT.

CERTIFICATE OF BRITISH COLUMBIA LAND SURVEYOR

I, DAVID HARRIS, A BRITISH COLUMBIA LAND SURVEYOR, CERTIFY THAT THE FOLLOWING TABLE REFLECTS THE HABITABLE AREA OF EACH RESIDENTIAL STRATA LOT.
DATED THIS _____ DAY OF _____, 2005.

OR

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.
- (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 SQUARE METRES	AREA(SQFT)		UNIT ENTITLEMENT OF RESIDENTIAL LOTS	% OF TOTAL UNIT ENTITLEMENT
			S.L.	BALCONY		
1	7	46.9	505	44P	47	0.229
2	7	42.7	460	45P	43	0.210
3	7	48.3	520	126P	48	0.234
4	7	43.7	470	117P	44	0.215
5	7	56.7	610	239P	57	0.278
6	8	67.3	724	41	67	0.327
7	8	86.8	934	112	87	0.424
8	8	103.8	1117	113	104	0.507
9	8	101.6	1094	158	102	0.497
10	8	61.4	661		61	0.297
11	8	75.5	813		76	0.371

P DENOTES PATIO
D DENOTES ROOF DECK

DATE: JULY 29, 2005.

CONTINUED PAGE 2

MPT LAND SURVEYING CO (SURREY) LTD
#201 - 8484 - 162 STREET,
SURREY, B.C., V4N 1B4
TEL 597 6161 FAX 597 0259
FILE: 5391-P3

STRATA LOT No.	SHEET No.	HABITABLE AREA IN SQUARE METRES	AREA(SQFT)		UNIT ENTITLEMENT OF RESIDENTIAL LOTS	% OF TOTAL UNIT ENTITLEMENT
			S.L.	BALCONY		
12	8	73.9	795		74	0.361
13	8	70.7	761		71	0.346
14	8	67.9	731		68	0.332
15	8	67.9	731		68	0.332
16	8	70.7	761		71	0.346
17	8	73.9	795		74	0.361
18	8	75.5	813		76	0.371
19	8	61.4	661		61	0.297
20	8	101.6	1094	109	102	0.497
21	8	95.3	1026	588D	95	0.463
22	8	86.7	933	269D	87	0.424
23	8	67.3	724	41	67	0.327
24	9	87.1	937	66	87	0.424
25	9	86.8	934	112	87	0.424
26	9	103.8	1117	113	104	0.507
27	9	101.6	1094	109	102	0.497
28	9	85.1	916	52D	85	0.414
29	9	67.5	727	42D	68	0.332
30	9	67.8	730	42D	68	0.332
31	9	94.9	1022	69D	95	0.463
32	9	67.7	729	42D	68	0.332
33	9	67.6	728	42D	68	0.332
34	9	84.9	914	52D	85	0.414
35	9	101.6	1094	109	102	0.497
36	9	103.8	1118	113	104	0.507
37	9	85.7	922	112	86	0.419
38	9	87.1	937	66	87	0.424
39	10	87.1	937	66	87	0.424
40	10	86.8	934	112	87	0.424
41	10	103.8	1117	113	104	0.507
42	10	101.6	1094	109	102	0.497
43	10	85.1	916	52	85	0.414
44	10	67.5	727	42	68	0.332
45	10	67.8	730	42	68	0.332
46	10	94.9	1022	69	95	0.463
47	10	67.7	729	42	68	0.332
48	10	67.6	728	42	68	0.332
49	10	84.9	914	52	85	0.414
50	10	101.6	1094	109	102	0.497
51	10	103.8	1118	113	104	0.507
52	10	85.7	922	112	86	0.419
53	10	87.1	937	66	87	0.424
54	11	87.1	937	66	87	0.424
55	11	86.8	934	112	87	0.424

P DENOTES PATIO
D DENOTES ROOF DECK
DATE: JULY 29, 2005.

CONTINUED PAGE 3

MPT LAND SURVEYING CO (SURREY) LTD
#201 - 8484 - 162 STREET,
SURREY, B.C., V4N 1B4
TEL 597 6161 FAX 597 0259
FILE: 5391-P3

STRATA LOT No.	SHEET No.	HABITABLE AREA IN SQUARE METRES	AREA(SQFT)		UNIT ENTITLEMENT OF RESIDENTIAL LOTS	% OF TOTAL UNIT ENTITLEMENT
			S.L.	BALCONY		
56	11	103.8	1117	113	104	0.507
57	11	101.6	1094	109	102	0.497
58	11	85.1	916	52	85	0.414
59	11	67.5	727	42	68	0.332
60	11	67.8	730	42	68	0.332
61	11	94.9	1022	69	95	0.463
62	11	67.7	729	42	68	0.332
63	11	67.6	728	42	68	0.332
64	11	84.9	914	52	85	0.414
65	11	101.6	1094	109	102	0.497
66	11	103.8	1118	113	104	0.507
67	11	85.7	922	112	86	0.419
68	11	87.1	937	66	87	0.424
69	12	87.1	937	66	87	0.424
70	12	86.8	934	112	87	0.424
71	12	103.8	1117	113	104	0.507
72	12	101.6	1094	109	102	0.497
73	12	85.1	916	52	85	0.414
74	12	67.5	727	42	68	0.332
75	12	67.8	730	42	68	0.332
76	12	94.9	1022	69	95	0.463
77	12	67.7	729	42	68	0.332
78	12	67.6	728	42	68	0.332
79	12	84.9	914	52	85	0.414
80	12	101.6	1094	109	102	0.497
81	12	103.8	1118	113	104	0.507
82	12	85.7	922	112	86	0.419
83	12	87.1	937	66	87	0.424
84	13	87.1	937	66	87	0.424
85	13	86.8	934	112	87	0.424
86	13	103.8	1117	113	104	0.507
87	13	101.6	1094	109	102	0.497
88	13	85.1	916	52	85	0.414
89	13	67.5	727	42	68	0.332
90	13	67.8	730	42	68	0.332
91	13	94.9	1022	69	95	0.463
92	13	67.7	729	42	68	0.332
93	13	67.6	728	42	68	0.332
94	13	84.9	914	52	85	0.414
95	13	101.6	1094	109	102	0.497
96	13	103.8	1118	113	104	0.507
97	13	85.7	922	112	86	0.419
98	13	87.1	937	66	87	0.424
99	14	87.1	937	66	87	0.424

P DENOTES PATIO
D DENOTES ROOF DECK

DATE: JULY 29, 2005.

CONTINUED PAGE 4

MPT LAND SURVEYING CO (SURREY) LTD
#201 - 8484 - 162 STREET,
SURREY, B.C., V4N 1B4
TEL 597 6161 FAX 597 0259
FILE: 5391-P3

STRATA LOT No.	SHEET No.	HABITABLE AREA IN SQUARE METRES	AREA(SQFT)		UNIT ENTITLEMENT OF RESIDENTIAL LOTS	% OF TOTAL UNIT ENTITLEMENT
			S.L.	BALCONY		
100	14	86.8	934	112	87	0.424
101	14	103.8	1117	113	104	0.507
102	14	101.6	1094	109	102	0.497
103	14	85.1	916	52	85	0.414
104	14	67.5	727	42	68	0.332
105	14	67.8	730	42	68	0.332
106	14	94.9	1022	69	95	0.463
107	14	67.7	729	42	68	0.332
108	14	67.6	728	42	68	0.332
109	14	84.9	914	52	85	0.414
110	14	101.6	1094	109	102	0.497
111	14	103.8	1118	113	104	0.507
112	14	85.7	922	112	86	0.419
113	14	87.1	937	66	87	0.424
114	15	87.1	937	66	87	0.424
115	15	86.8	934	112	87	0.424
116	15	103.8	1117	113	104	0.507
117	15	101.6	1094	109	102	0.497
118	15	85.1	916	52	85	0.414
119	15	67.5	727	42	68	0.332
120	15	67.8	730	42	68	0.332
121	15	94.9	1022	69	95	0.463
122	15	67.7	729	42	68	0.332
123	15	67.6	728	42	68	0.332
124	15	84.9	914	52	85	0.414
125	15	101.6	1094	109	102	0.497
126	15	103.8	1118	113	104	0.507
127	15	85.7	922	112	86	0.419
128	15	87.1	937	66	87	0.424
129	16	92.8	999	268D	93	0.453
130	16	121.7	1310	1041D	122	0.595
131	16	119.9	1291	896D	120	0.585
132	16	89.2	960	278D	89	0.434
133	16	89.2	960	278D	89	0.434
134	16	119.9	1291	896D	120	0.585
135	16	121.7	1310	1041D	122	0.595
136	16	92.8	999	268D	93	0.453
137	18	71.4	769	470P	71	0.346
138	18	85.9	925	913P	86	0.419
139	18	85.8	924	913P	86	0.419
140	18	85.8	924	764P	86	0.419
141	18	52.3	563	101P	52	0.254
142	18	110.1	1185	869P	110	0.536
143	18	80.8	870	432P	81	0.395

P DENOTES PATIO
D DENOTES ROOF DECK

DATE: JULY 29, 2005.

CONTINUED PAGE 5

MPT LAND SURVEYING CO (SURREY) LTD
#201 - 8484 - 162 STREET,
SURREY, B.C., V4N 1B4
TEL 597 6161 FAX 597 0259
FILE: 5391-P3

STRATA LOT No.	SHEET No.	HABITABLE AREA IN SQUARE METRES	AREA(SQFT)		UNIT ENTITLEMENT OF RESIDENTIAL LOTS	% OF TOTAL UNIT ENTITLEMENT
			S.L.	BALCONY		
144	18	99.6	1072	667P	100	0.488
145	18	69.9	752	258P	70	0.341
146	18	70.3	757	258P	70	0.341
147	18	70.3	757	258P	70	0.341
148	18	70.3	757	258P	70	0.341
149	18	70.3	757	258P	70	0.341
150	18	48.4	521	273P	48	0.234
151	18	48.4	521	273P	48	0.234
152	18	91.5	985	531P	92	0.449
153	18	95.6	1029	142P	96	0.468
154	19	86.1	927	70	86	0.419
155	19	85.8	924	70	86	0.419
156	19	85.8	924	70	86	0.419
157	19	74.0	797	75	74	0.361
158	19	107.0	1152	71	107	0.522
159	19	80.3	864	66	80	0.390
160	19	101.3	1090	87	101	0.492
161	19	69.9	752	68	70	0.341
162	19	70.3	757	68	70	0.341
163	19	70.3	757	68	70	0.341
164	19	70.3	757	68	70	0.341
165	19	70.3	757	68	70	0.341
166	19	48.4	521	69	48	0.234
167	19	48.4	521	69	48	0.234
168	19	90.0	969	68	90	0.439
169	19	94.3	1015	73	94	0.458
170	19	91.8	988	65	92	0.449
171	19	92.1	991	62	92	0.449
172	20	86.1	927	70	86	0.419
173	20	85.8	924	70	86	0.419
174	20	85.8	924	70	86	0.419
175	20	74.0	797	75	74	0.361
176	20	107.0	1152	71	107	0.522
177	20	80.3	864	66	80	0.390
178	20	101.3	1090	87	101	0.492
179	20	69.9	752	68	70	0.341
180	20	70.3	757	68	70	0.341
181	20	70.3	757	68	70	0.341
182	20	70.3	757	68	70	0.341
183	20	70.3	757	68	70	0.341
184	20	59.0	635	69	59	0.288
185	20	59.0	635	69	59	0.288
186	20	91.5	985	68	92	0.449
187	20	94.1	1013	73	94	0.458

P DENOTES PATIO
D DENOTES ROOF DECK

DATE: JULY 29, 2005.

CONTINUED PAGE 6

MPT LAND SURVEYING CO (SURREY) LTD
#201 - 8484 - 162 STREET,
SURREY, B.C., VAN 1B4
TEL 597 6161 FAX 597 0259
FILE: 5391-P3

THE UNIT ENTITLEMENT FOR EACH NONRESIDENTIAL STRATA LOT IS ONE OF THE FOLLOWING [CHECK APPROPRIATE BOX], AS SET OUT IN THE FOLLOWING TABLE:

- (a) THE TOTAL AREA OF THE STRATA LOT, IN SQUARE METRES, ROUNDED TO THE NEAREST WHOLE NUMBER AS DETERMINED BY A BRITISH COLUMBIA LAND SURVEYOR AS SET OUT IN SECTION 246 (3) (b) (i) OF THE STRATA PROPERTY ACT.

CERTIFICATE OF BRITISH COLUMBIA LAND SURVEYOR

I, DAVID HARRIS, A BRITISH COLUMBIA LAND SURVEYOR, CERTIFY THAT THE FOLLOWING TABLE REFLECTS THE HABITABLE AREA OF EACH NONRESIDENTIAL STRATA LOT, DATED THIS DAY OF , 2005.

OR

.....
SIGNATURE

OR

- (b) A WHOLE NUMBER THAT IS THE SAME FOR ALL OF THE NONRESIDENTIAL STRATA LOTS AS SET OUT IN SECTION 246 (3) (b) (ii) OF THE STRATA PROPERTY ACT.

- (c) A NUMBER THAT IS APPROVED BY THE SUPERINTENDENT OF REAL ESTATE IN ACCORDANCE WITH SECTION 246 (3) (b) (iii) OF THE STRATA PROPERTY ACT.

.....
SIGNATURE OF SUPERINTENDENT OF REAL ESTATE

STRATA LOT No.	SHEET No.	TOTAL AREA IN SQUARE METRES	UNIT ENTITLEMENT OF NONRESIDENTIAL LOTS	% OF UNIT ENTITLEMENT OF NONRESIDENTIAL LOTS	% OF UNIT TOTAL ENTITLEMENT
231	7	317.7	318	28.726	1.550
232	7	788.8	789	71.274	3.847
AGGREGATE		1106.5	1107	100	100

SCHEDULE OF UNIT ENTITLEMENT APPROVED BY THE SUPERINTENDENT OF REAL ESTATE IN ACCORDANCE WITH SECTION 246 (5) OF THE STRATA PROPERTY ACT.

.....
SIGNATURE OF SUPERINTENDENT OF REAL ESTATE

DATE: [MONTH, DAY, YEAR]

.....
SIGNATURE OF OWNER DEVELOPER

P DENOTES PATIO
D DENOTES ROOF DECK

DATE: JULY 29, 2005.

MPT LAND SURVEYING CO (SURREY) LTD
#201 - 8484 - 162 STREET,
SURREY, B.C., V4N 1B4
TEL 597 6161 FAX 597 0259
FILE: 5391-P3

EXHIBIT C

**Strata Property Act
Form W
SCHEDULE OF VOTING RIGHTS
(Section 245(b), 247, 248, 264)**

Re: Strata Plan BCS _____, being a strata plan of certain lands and premises located in Vancouver, B.C. and currently legally described Parcel Identifier: 025-948-873, Parcel "A", Block 418, District Lot 526, Group 1, New Westminster District, Plan BCP11349

The strata plan is composed of 3 [number] nonresidential strata lots and 230 [number] residential strata lots.

The number of votes per strata lot is one of the following [check appropriate box], as set out in the following table:

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

Signature of Superintendent of Real Estate

Strata Lot Number	Sheet #	Type of Strata Lot (Residential or Non-Residential)	Number of Votes
1		Residential	1
2		Residential	1
3		Residential	1
4		Residential	1
5		Residential	1
6		Residential	1
7		Residential	1
8		Residential	1
9		Residential	1
10		Residential	1
11		Residential	1
12		Residential	1
13		Residential	1
14		Residential	1

15		Residential	1
16		Residential	1
17		Residential	1
18		Residential	1
19		Residential	1
20		Residential	1
21		Residential	1
22		Residential	1
23		Residential	1
24		Residential	1
25		Residential	1
26		Residential	1
27		Residential	1
28		Residential	1
29		Residential	1
30		Residential	1
31		Residential	1
32		Residential	1
33		Residential	1
34		Residential	1
35		Residential	1
36		Residential	1
37		Residential	1
38		Residential	1
39		Residential	1
40		Residential	1
41		Residential	1
42		Residential	1
43		Residential	1
44		Residential	1
45		Residential	1
46		Residential	1
47		Residential	1
48		Residential	1
49		Residential	1
50		Residential	1
51		Residential	1
52		Residential	1
53		Residential	1
54		Residential	1
55		Residential	1
56		Residential	1
57		Residential	1
58		Residential	1
59		Residential	1
60		Residential	1
61		Residential	1
62		Residential	1

63		Residential	1
64		Residential	1
65		Residential	1
66		Residential	1
67		Residential	1
68		Residential	1
69		Residential	1
70		Residential	1
71		Residential	1
72		Residential	1
73		Residential	1
74		Residential	1
75		Residential	1
76		Residential	1
77		Residential	1
78		Residential	1
79		Residential	1
80		Residential	1
81		Residential	1
82		Residential	1
83		Residential	1
84		Residential	1
85		Residential	1
86		Residential	1
87		Residential	1
88		Residential	1
89		Residential	1
90		Residential	1
91		Residential	1
92		Residential	1
93		Residential	1
94		Residential	1
95		Residential	1
96		Residential	1
97		Residential	1
98		Residential	1
99		Residential	1
100		Residential	1
101		Residential	1
102		Residential	1
103		Residential	1
104		Residential	1
105		Residential	1
106		Residential	1
107		Residential	1
108		Residential	1
109		Residential	1
110		Residential	1

111		Residential	1
112		Residential	1
113		Residential	1
114		Residential	1
115		Residential	1
116		Residential	1
117		Residential	1
118		Residential	1
119		Residential	1
120		Residential	1
121		Residential	1
122		Residential	1
123		Residential	1
124		Residential	1
125		Residential	1
126		Residential	1
127		Residential	1
128		Residential	1
129		Residential	1
130		Residential	1
131		Residential	1
132		Residential	1
133		Residential	1
134		Residential	1
135		Residential	1
136		Residential	1
137		Residential	1
138		Residential	1
139		Residential	1
140		Residential	1
141		Residential	1
142		Residential	1
143		Residential	1
144		Residential	1
145		Residential	1
146		Residential	1
147		Residential	1
148		Residential	1
149		Residential	1
150		Residential	1
151		Residential	1
152		Residential	1
153		Residential	1
154		Residential	1
155		Residential	1
156		Residential	1
157		Residential	1
158		Residential	1

159		Residential	1
160		Residential	1
161		Residential	1
162		Residential	1
163		Residential	1
164		Residential	1
165		Residential	1
166		Residential	1
167		Residential	1
168		Residential	1
169		Residential	1
170		Residential	1
171		Residential	1
172		Residential	1
173		Residential	1
174		Residential	1
175		Residential	1
176		Residential	1
177		Residential	1
178		Residential	1
179		Residential	1
180		Residential	1
181		Residential	1
182		Residential	1
183		Residential	1
184		Residential	1
185		Residential	1
186		Residential	1
187		Residential	1
188		Residential	1
189		Residential	1
190		Residential	1
191		Residential	1
192		Residential	1
193		Residential	1
194		Residential	1
195		Residential	1
196		Residential	1
197		Residential	1
198		Residential	1
199		Residential	1
200		Residential	1
201		Residential	1
202		Residential	1
203		Residential	1
204		Residential	1
205		Residential	1
206		Residential	1

207		Residential	1
208		Residential	1
209		Residential	1
210		Residential	1
211		Residential	1
212		Residential	1
213		Residential	1
214		Residential	1
215		Residential	1
216		Residential	1
217		Residential	1
218		Residential	1
219		Residential	1
220		Residential	1
221		Residential	1
222		Residential	1
223		Residential	1
224		Residential	1
225		Residential	1
226		Residential	1
227		Residential	1
228		Residential	1
229		Residential	1
230		Residential	1
231		Non-residential	3.769
232		Non-residential	9.352

**Total number of
votes: 243.121**

Date: _____, 200__

**CONCERT REAL ESTATE
CORPORATION** by its authorized
signatories:

Per: _____
Print Name:

Per: _____
Print Name:

EXHIBIT D

Strata Property Act
Form Y

OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS
(Section 245(d); Regulations section 14.6(2))

Re: Strata Plan BCS _____, being a strata plan of certain lands and premises located in Vancouver, B.C. and currently legally described Parcel Identifier: 025-948-873, Parcel "A", Block 418, District Lot 526, Group 1, New Westminster District, Plan BCP11349

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

CONCERT REAL ESTATE CORPORATION

by its authorized signatories:

BYLAWS – TAPESTRY

PART 1 - Separate Sections

Non-residential section

- 1.1 The owners of all non-residential strata lots (being strata lots 231, 232 and 233) will form a separate section within the strata corporation consisting of all the non-residential strata lots in the strata plan and bearing the name “Non-Residential Section of The Owners, Strata Plan BCS _____” (the “Non-Residential Section”).

Residential section

- 1.2 The owners of all residential strata lots (being strata lots 1 to 230 inclusive) form a separate section within the strata corporation consisting of all the residential strata lots in the strata plan and bearing the name “Residential Section of The Owners, Strata Plan BCS _____” (the “Residential Section”).

Administration of sections

- 1.3
- (1) The Residential Section must elect an executive in the manner described in Part 7 of these Bylaws.
 - (2) The Non-Residential Section must elect an executive in the manner described in Part 8 of these Bylaws.
 - (3) With respect to matters that relate solely to a separate section, each section is a corporation and has the same powers and duties as the strata corporation to enter into contracts in the name of such section, to acquire and dispose of land and other property in the name of or on behalf of such section, and to make and enforce bylaws and rules.
 - (4) Each section may make rules governing the use, safety and condition of the limited common property designated for the exclusive use of such section.
 - (5) Each of the Non-Residential Section and the Residential Section may obtain insurance only:
 - (a) against perils that are not insured by the strata corporation; or
 - (b) for amounts that are in excess of amounts that are insured by the strata corporation.
 - (6) Each section has the same insurable interest as the strata corporation has in property contained within such section.

Payment and collection of section fees

- 1.4 (1) Each of the Non-Residential Section and the Residential Section are entitled to establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all of the strata lots in such section, such funds to be separately accounted for, with all interest to accrue to the relevant fund, but such funds not necessarily to be deposited to separate accounts.
- (2) The executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. Such budget will set out by categories its best estimate of the common expenses of the separate section for the next fiscal year. The budget will include a reasonable provision for contingencies and future replacements. The strata fees payable by the owners will include the fees owing to the strata corporation and the fees owing to the owner's separate section.
- (3) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the applicable section and the contingency reserve fund of the applicable section.
- (4) Only authorized signatories for each of the Non-Residential Section and the Residential Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for their respective sections.
- (5) Special levies approved by a separate section will be payable by the owners in such section to the strata corporation which will pay such special levy into the operating fund or the contingency reserve of such section, as requested by such section.
- (6) At the request of a separate section, the strata corporation will register a lien against an owner's strata lot if section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a separate section has not been paid by such owner.

Repair and maintenance of property by separate sections

- 1.5 Each of the Non-Residential Section and the Residential Section must repair and maintain all of the limited common property appurtenant to such section, but the duty to repair and maintain does not include repair and maintenance of the following (which are the responsibility of the strata corporation as a whole):
- (a) the structure of a building;
 - (b) the exterior of a building;

- (c) chimneys, stairs, balconies and other things appurtenant to the exterior of a building; and
- (d) doors, windows and skylights on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots).

PART 2 - Duties of Owners of all Strata Lots, Tenants, Occupants and Visitors

Payment of strata fees

- 2.1** (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the owner's separate section as set out in the approved budget.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50 for each month or portion thereof.
- (3) Any payments made by an owner will first be applied to the payment of outstanding interest, fines and special levies, and secondly to the payment of outstanding strata fees.

Repair and maintenance of property by owner

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

Use of property

- 2.3** (1) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not use a strata lot, the common property or common assets in a way that:
- (a) causes a nuisance, disturbance or hazard to another person;
 - (b) causes unreasonable or repetitive noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal, immoral or injurious to the reputation of the building; or

- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under Section 149 of the Act.
- (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose, or permit it to be so used.
- (4) An owner of a residential strata lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

Inform strata corporation

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

Obtain approval before altering a strata lot

- 2.5 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;

- (f) common property located within the boundaries of a strata lot;
 - (g) parts of the strata lot which the strata corporation must insure under Section 149 of the Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g. the original wall to wall carpeting).
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing:
- (a) to take responsibility for any current and future expenses relating to the alteration; and
 - (b) to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.
- (3) An owner must not do, or permit any occupant of his or her strata lot or any tenant, occupant, employee, agent, invitee, guest or visitor of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

Obtain approval before altering common property

- 2.6 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets, unless the alteration is to limited common property that is a responsibility of a separate section to repair and maintain under these bylaws and in such event, the owner, tenant or occupant must obtain the written approval of the separate section before making an alteration to the limited common property.
- (2) The strata corporation or the separate section (as the case may be) may require as a condition of its approval that the owner agree, in writing:
- (a) to take responsibility for any current and future expenses relating to the alteration;
 - (b) to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration; and
 - (c) to remove the alteration and restore the common property, if required by strata corporation, to remove when sell and move.

Permit entry to strata lot

- 2.7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - (b) at a reasonable time, on 48 hours' written notice:
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under Section 149 of the Act; and
 - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in paragraph (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a strata lot.

Compliance with bylaws

- 2.8 An owner, tenant, occupant, employee, agent, invitee, guest or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation or either of the separate sections applicable to such owner from time to time.

Pets

- 2.9 (1) An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the council on behalf of the strata corporation with respect to the keeping of pets.
- (2) An owner or occupant of a residential strata lot that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, will register that pet with the council by providing to the council a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed), and will only keep a pet in his or her strata lot in compliance with these bylaws.
- (3) An owner, tenant, occupant, employee or visitor must ensure that all animals are leashed or otherwise secured and under the control of a responsible adult when on the common property or on land that is a common asset.

- (4) No owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, the owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:
 - (a) any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such special cleaning; or
 - (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such replacement.
- (5) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.
- (6) The strata corporation may:
 - (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and
 - (b) require removal by an owner or occupier of any residential strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

Claims on Insurance Policies

- 2.10** An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of either the strata corporation or a separate section.

PART 3 - Powers and Duties of Strata Corporation and Council

Repair and maintenance of property by strata corporation

3.1 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property (except for repair and maintenance that is the responsibility of a separate section under section 1.5) but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - A. the structure of a building;
 - B. the exterior of a building;
 - C. chimneys, stairs, balconies and other things attached to the exterior of a building;
 - D. doors, windows and skylights on the exterior of a building or that front on the common property; and
 - E. fences, railings and similar structures that enclose patios, balconies and yards; and
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Council size

- 3.2 The council must have at least three and not more than seven members, and at least one of its members will be a representative of the Non-Residential Section and at least one of its members will be a representative of the Residential Section.

Council members' terms

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

Removing council member

- 3.4 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

Replacing council member

- 3.5 (1) If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 3.6 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president and a vice president, and may elect a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
- (a) while the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 3.7 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice referred to in subsection (1) does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
- (a) all council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about the council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 3.8 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.

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

Quorum of council

- 3.9** (1) A quorum of the council is:
- (a) 1, if the council consists of one member;
 - (b) 2, if the council consists of 2, 3 or 4 members;
 - (c) 3, if the council consists of 5 or 6 members; and
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 3.10** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings; and
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 3.11** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only two strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

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

Council to inform owners of minutes

- 3.12** The council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 3.13** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
- (a) set a maximum amount that may be spent; and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case:
- (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 3.14** (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

- 3.15** (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Consents

- 3.16** (1) Any consent, approval or permission given under these bylaws by the council or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

PART 4 - Enforcement of Bylaws and Rules

Maximum fine

- 4.1** (1) The strata corporation, and each separate section with respect to any bylaw or rule that relates solely to such section, may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation or its separate section, as the case may be, as provided for in the Act or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation or a separate section, as the case may be, to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the council or a section executive pursuant to the Act or these bylaws, will become part of the assessment of the

owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

- (4) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, his or her tenants, occupants, employees, agents, invitees, guests or visitors, will be charged to that owner and will be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.
- (5) Where any claim has been made against the insurance policy of the strata corporation as a result of a violation of any of the bylaws or any rule or regulation which may be established from time to time by the council pursuant to the Act or the bylaws, by any owner or any tenant, occupant, employee, agent, invitee, guest or visitor of such owner, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim will be payable by the owner of the strata lot and will become due and payable on the first day of the month next following.

Continuing contravention

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

PART 5 - Annual and Special General Meetings

Person to chair meeting

- 5.1
- (1) Annual and special general meetings must be chaired by the president of the council.
 - (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
 - (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 5.2
- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 5.3**
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
 - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
 - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
 - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
 - (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
 - (6) If there are only two strata lots in the strata plan, subsection (5) does not apply.
 - (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
 - (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

Order of business

- 5.4** The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;

- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation;
- (j) report on insurance coverage, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Electronic Attendance at Meetings

5.5 At the option of council, attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

PART 6 - Common Expenses

Strata fees

6.1 The strata lot owners' contributions to the common expenses of the strata corporation will be levied in accordance with this bylaw.

Section fees

6.2 The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section will be levied in accordance with this bylaw.

Apportionment of common expenses

6.3 Common expenses will be apportioned between the Residential Section and the Non-Residential Section and to individual strata lots in the following manner:

- (a) common expenses attributable to either separate section will be allocated to that separate section and, subject to this Part, will be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;

- (b) common expenses not attributable to either separate section, will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
- (c) common expenses attributable to any one strata lot will be allocated to such strata lot.

Allocation between sections

6.4 Without limiting the generality of section 6.3 and unless otherwise determined by the executives of each of the Residential Section and the Non-Residential Section, acting reasonably, the following common expenses will be allocated between the separate sections as follows:

- (a) expenses relating to areas designated as limited common property for each of the Residential Section and the Non-Residential Section will be for the account of the owners of strata lots in each respective section;
- (b) the cost of maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be for the account of the strata corporation;
- (c) the cost of insurance placed by the strata corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section;
- (d) the cost of maintaining the landscaped and other outdoor areas within the common property will be for the account of the strata corporation; and
- (e) the cost of maintaining the underground parking facility will be apportioned between the two sections on the basis of the respective number of parking stalls allocated as limited common property for each separate section unless expenses are separately incurred by the separate sections and if so incurred will be allocated as set out in section 6.4(a).

Expenses attributable to limited common property

6.5 Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property will be borne equally by the owners of the strata lots entitled to use the limited common property.

Apportionment within a section

6.6 Common expenses attributable to the strata lots in a separate section will be apportioned by the executive of that separate section in the following manner:

- (a) common expenses attributable to the strata lots in a separate section will be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section;
- (b) If a strata lot will require a utility or other service not supplied to all strata lots the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility will be apportioned and charged to the strata lot by the executive of the separate section, on such reasonable basis as it will determine; and
- (c) the cost to each owner of a strata lot of the electrical power supplied to it will be separately metered for that strata lot.

PART 7 - Bylaws Applicable to Residential Strata Lots

Use of property

7.1 An owner of a residential strata lot will not:

- (a) keep any animals or pets of any kind in his or her strata lot or on or about the common property, which includes the outside grounds of the strata plan, except in accordance with these bylaws and any rules and regulations established by the council from time to time;
- (b) use, or permit any occupant of his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (c) make, cause or produce or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
- (d) use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any

- limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (e) obstruct or use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (f) leave, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council;
 - (g) use, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;
 - (h) shake, or permit any occupant of his or her strata lot or any tenant, ~~employee, agent, invitee, guest or visitor of the owner or occupant to~~ shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
 - (i) do, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
 - (j) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
 - (k) allow his or her strata lot to become unsanitary or a source of odour;
 - (l) feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her

strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;

- (m) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or colour from those of the original building specifications;
- (n) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (o) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, or hard surface flooring, except those installations approved in writing by the council;
- (p) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, dish or similar structure or appurtenance thereto;
- (q) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (r) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (s) give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;

- (t) have, install or use a hot tub, jacuzzi, spa, whirlpool or swirlpool on the balcony, deck or patio of the strata lot or any area in the limited common property or the common property;
- (u) alter or renovate his or her strata lot or install any device or material within or about his or her strata lot or the common property, including limited common property, such that such alteration, renovation or installation or use thereof causes or has the potential to cause unreasonable disturbance or unreasonably interferes with the comfort of any other owner, tenant or occupant; or
- (v) alter or remove any carpeting or other floor covering from the floors of his or her strata lot without first obtaining the prior written approval of the council.

Use of limited common property

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

Garbage disposal

- 7.3 An owner of a residential strata lot will remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner will remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

Storage and parking

- 7.4 (1) Bicycles are not permitted in elevators, hallways or any other indoor common areas, except to the extent necessary to access the bicycle storage rooms, the bicycle workshop and the cycling club room on the mezzanine level of the development. No bicycles are to be kept on the balconies or patios; instead, they will be stored within the bicycle storage areas or such other area as may be prescribed by the council. All bicycles must enter or exit the building as required by the strata corporation.
- (2) The council will, subject to the provisions of the Act, be responsible for the orderly administration of the use of spaces within the bicycle storage areas. Such

administration may also include, without limitation, the issuance of keys or security passes and rights to store additional bicycles within the bicycle storage areas, including charging fees to users if approved by resolution of the strata corporation. Each owner of a residential strata lot is entitled to the use of one bicycle storage space free of charge (except the caretaker's suite).

- (3) Council will, subject to the provisions of the Act, be responsible for the allocation of and orderly administration of the use of storage lockers. Council will allocate the right of exclusive use of one storage locker to each residential strata lot. Council's administration of the storage lockers may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated storage lockers, including charging fees to users if approved by resolution of the strata corporation.
- (4) Any owner, tenant, occupant of any strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- (5) An owner, tenant or occupant of any strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.
- (6) An owner of a residential strata lot will not:
 - (a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his or her strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (b) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - (c) rent or lease the parking space assigned by the strata corporation to his or her strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building without the prior written consent of the council;
 - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner

which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and

- (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- (7) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by these bylaws.

Move in / move out

- 7.5 (1) The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be co-ordinated with the manager of the building at least seven days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of the strata lot, to carry out, any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
- (2) An owner of a residential strata lot must notify the strata corporation in advance of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot.

Rentals

- 7.6 (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a Notice of Tenant Responsibilities in Form K under the Act.
- (2) An owner will advise the council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with section 7.5.

Selling of strata lots

- 7.7 (1) An owner of a residential strata lot, when selling his or her strata lot, will not permit "For Sale" signs to be placed on or about the common property except on a signage board located near the entrance to the building (if any such signage board is provided for such purpose) which is designated for such purpose.
- (2) An owner of a residential strata lot, when selling his or her strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

Residential executive size

- 7.8 (1) The executive of the Residential Section must have at least three and not more than seven members.
- (2) A member of the section executive is eligible for election to the strata corporation's council.

Executive members' terms

- 7.9 (1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as member of the executive is ending is eligible for re-election.

Removing executive members

- 7.10 (1) The Residential Section may, by a resolution passed by a majority vote at a meeting of the Residential Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Residential Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

Replacing executive members

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

- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the executive resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the votes in the Residential Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Executive officers

- 7.12**
- (1) At the first meeting of the executive held after each annual general meeting of the Residential Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
 - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
 - (3) The vice president has the powers and duties of the president:
 - (a) while the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term if the president ceases to hold office.
 - (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

Calling executive meetings

- 7.13**
- (1) Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice referred to in subsection (1) does not have to be in writing.
 - (3) An executive meeting may be held on less than one week's notice if:
 - (a) all executive members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either:
 - (i) consent in advance of the meeting; or

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

Requisition of executive hearing

- 7.14 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
- (2) If a hearing is requested under subsection (1), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

Quorum of executive

- 7.15 (1) A quorum of the executive is:
 - (a) 1, if the executive consists of one member;
 - (b) 2, if the executive consists of 2, 3 or 4 members;
 - (c) 3, if the executive consists of 5 or 6 members; and
 - (d) 4, if the executive consists of 7 members.
- (2) Executive members must be present in person at the executive meeting to be counted in establishing quorum.

Executive meetings

- 7.16 (1) At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners may attend executive meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of executive meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings; or
 - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

Voting at executive meetings

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

Executive to inform owners of minutes

- 7.18 The executive must inform owners and the council of the minutes of all executive meetings within two weeks of the meeting, whether or not the minutes have been approved.

Delegation of executive's powers and duties

- 7.19 (1) Subject to subsections (2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
- (a) set a maximum amount that may be spent; and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive may not delegate its powers to determine, based on the facts of a particular case:
- (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 7.20 (1) A person may not spend the Residential Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), an executive member may spend the Residential Section's money to repair or replace limited common property which has been designated for the use of all or any of the Residential Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of executive member

- 7.21 (1) An executive 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 executive.
- (2) Subsection (1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the council or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

Small claims court

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

PART 8 - Bylaws Applicable to Non-Residential Strata Lots

Garbage disposal

- 8.1 If separate refuse and garbage containers exist for the Residential Section and the Non-Residential Section, then the owner of a non-residential strata lot will remove or cause to be removed all refuse and garbage from the strata lot and deposit it or cause it to be deposited in such containers.

Signs and displays

- 8.2 The owner of a non-residential strata lot will obtain the written permission of the Strata Council before undertaking alterations to the signs or notices installed by the owner developer in connection with the initial construction of the non-residential strata lot, which permission will not be unreasonably withheld. The size and design of any such signs or notices must:
- (a) have received any approvals required from applicable governmental authorities; and

- (b) be in keeping with the overall presentation of the development in terms of quality, design and colour.
- (2) All such signs and notices will be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner will take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.

Awnings and Exterior Alterations

8.3 The owner of a non-residential strata lot will obtain the written permission of the Strata Council before undertaking alterations to the exterior or structure of any strata lot, which permission will not be unreasonably withheld.

Non-residential section executive size

- 8.4 (1) Subject to subsection (3), the executive of the Non-Residential Section must have at least three and not more than seven members.
- (2) A member of the section executive is eligible for election to the strata corporation's council.
- (3) If one person owns all of the non-residential strata lots, the executive of the Non-Residential Section will have one member.

Executive members' terms

- 8.5 (1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as member of the executive is ending is eligible for re-election.

Removing executive members

- 8.6 (1) The Non-Residential Section may, by a resolution passed by a majority vote at a meeting of the Non-Residential Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Non-Residential Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

Replacing executive members

- 8.7 (1) If a member of the executive resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the executive resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the votes in the Non-Residential Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Executive officers

- 8.8 (1) At the first meeting of the executive held after each annual general meeting of the Non-Residential Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
- (a) while the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

Calling executive meetings

- 8.9 (1) Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice referred to in subsection (1) does not have to be in writing.
- (3) An executive meeting may be held on less than one week's notice if:
- (a) all executive members consent in advance of the meeting; or

- (b) the meeting is required to deal with an emergency situation, and all executive members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

Requisition of executive hearing

- 8.10** (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
- (2) If a hearing is requested under subsection (1), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

Quorum of executive

- 8.11** (1) A quorum of the executive is:
- (a) 1, if the executive consists of one member;
 - (b) 2, if the executive consists of 2, 3 or 4 members;
 - (c) 3, if the executive consists of 5 or 6 members; and
 - (d) 4, if the executive consists of 7 members.
- (2) Executive members must be present in person at the executive meeting to be counted in establishing quorum.

Executive meetings

- 8.12** (1) At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners may attend executive meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of executive meetings that deal with any of the following:
- (a) bylaw contravention hearings;

- (b) rental restriction bylaw exemption hearings; or
- (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

Voting at executive meetings

- 8.13**
- (1) At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
 - (2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.
 - (3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

Executive to inform owners of minutes

- 8.14** The executive must inform owners and the council of the minutes of all executive meetings within two weeks of the meeting, whether or not the minutes have been approved.

Delegation of executive's powers and duties

- 8.15**
- (1) Subject to subsections (2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
 - (2) The executive may delegate its spending powers or duties, but only by a resolution that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
 - (3) A delegation of a general authority to make expenditures must:
 - (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.
 - (4) The executive may not delegate its powers to determine, based on the facts of a particular case:
 - (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or

- (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 8.16** (1) A person may not spend the Non-Residential Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), an executive member may spend the Non-Residential Section's money to repair or replace limited common property which has been designated for the use of all or any of the Non-Residential Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of executive member

- 8.17** (1) An executive 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 executive.
- (2) Subsection (1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

Small claims court

- 8.18** Notwithstanding any provision of the Act, the Non-Residential Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Non-Residential Section, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.

Use of non-residential strata lots

- 8.19** (1) The owner of a non-residential strata lot will be entitled to grant, appurtenant to any lease of such strata lot, a license or other right to use the limited common property designated for exclusive use by the owner of such strata lot and the owner will be entitled to retain for his or her sole account any consideration received with respect to such license or other right.
- (2) The owner of a non-residential strata lot will not use, or permit any occupant of such strata lot to use, such strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:00 p.m. and 6:00 a.m. or that encourages loitering by persons in or about the strata lot or common property.

Bylaw restrictions

- 8.20** (1) The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in the non-residential strata lot is not a breach of these bylaws.
- (2) The strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot.
- (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.
- (4) The strata corporation will not pass any bylaws or rules, grant any rights to exclusive use or designate any areas as limited common property where such bylaw or rule, or such grant or designation will limit access to, impair the visibility of or obstruct the non-residential strata lots or otherwise have a negative impact on the businesses carried on in and from the non-residential strata lots or that unreasonably discriminate against the owner or occupant of a particular non-residential strata lot.
- (5) Any amendments to subsections (1) through (5) inclusive may only be made with the written consent of all the owners of the non-residential strata lots.

PART 9 - Voluntary Dispute Resolution

Voluntary dispute resolution

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

- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

PART 10 - Marketing Activities by Owner Developer for Display Lot

Marketing activities

- 10.1** During the time that the owner developer of the strata corporation is a first owner of any strata lot, it will have the right to maintain any such strata lot or strata lots, whether owned or leased by it, as a display lot or lots, and to carry on sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events, it considers necessary in order to enable it to sell such strata lot or strata lots.

EXHIBIT E

PARKING FACILITY LEASE

THIS AGREEMENT made as of June 20, 2005.

BETWEEN:

CONCERT REAL ESTATE CORPORATION

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

("Owner")

AND:

0727853 B.C. LTD.

(B.C. Incorporation No. 0727853)
9th Floor, 1190 Hornby Street
Vancouver, B.C. V6Z 2K5

("Tenant")

WITNESSES THAT WHEREAS:

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

Parcel Identifier: 025-948-873
Parcel "A"
Block 418
District Lot 526
Group 1
New Westminster District
Plan BCP11349

(the "Lands");

- B. Owner has agreed to lease to Tenant those parking stalls (the "Leased Stalls") located in the underground parking facility (the "Facility") to be located on the Lands as shown on the plan attached hereto as Schedule A on the terms and conditions set out in this Lease and with the right of Tenant to grant partial assignments or subleases of this Lease pertaining to particular Leased Stalls;
- C. After entering into this Lease, Owner proposes to subdivide the Lands by means of a strata plan (the "Strata Plan") pursuant to the *Strata Property Act* (British Columbia) to create a strata development (the "Development") on the Lands;

- D. The Strata Plan will designate that portion of the Facility located on the Lands, including the Leased Stalls, as common property of the strata corporation (the "Strata Corporation") formed upon the deposit for registration of the Strata Plan in the Lower Mainland Land Title Office (the "Land Title Office"); and
- E. Both of the parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease as it pertains to the Leased Stalls.

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

ARTICLE 1
GRANT AND TERM

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

1.02 Term. The term (the "Term") of this Lease shall commence on the 20th day of June, 2005 (the "Commencement Date") and terminate on the later of:

- (a) the 999th anniversary of the Commencement Date;
- (b) the date the Strata Corporation is dissolved.

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

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

1.05 Relocation. Owner shall have the right, upon written notice to Tenant, such notice to be delivered prior to deposit of the Strata Plan in the Land Title Office, to reconfigure or relocate the Leased Stalls within the Facility provided that the number of Leased Stalls shall not be reduced. If the Owner has not exercised this right prior to deposit of the Strata Plan in the Land Title Office, this right shall be null and void and of no further force and effect.

ARTICLE 2
SUBDIVISION BY STRATA PLAN

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

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

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

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

ARTICLE 3
MAINTENANCE AND ENCUMBRANCES

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

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

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

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

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

ARTICLE 4 ASSIGNMENT

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

- (a) will be absolute, and, subject to the bylaws, rules and regulations of the Strata Corporation to the extent permitted by section 3.01, the assignee or subtenant and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of such Leased Stall or area so assigned for the balance of the Term or the sublease term, as the case may be;
- (b) will, if made to a member, or to a person who is entitled to become a member, of the Strata Corporation:
 - (i) be an assignment of rights to which such assignee or subtenant will only be entitled for so long as such assignee or subtenant owns a strata lot within the Development;
 - (ii) may only be assigned or sublet to an owner or purchaser of a strata lot within the Development or to the Strata Corporation or back to the Tenant; and
- (c) will not be effective until written notice of such assignment or sublease (together with a copy of such assignment or sublease if available) is delivered by the

assignee or the subtenant to the Strata Corporation, subject to section 4.02 of this Lease.

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

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

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

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

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

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

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

Upon request by any owner or prospective purchaser of a strata lot within the Development, the Strata Corporation will provide a certificate, within seven days of receipt of such request, certifying the name and address of the person to whom a particular Leased Stall is assigned or

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

ARTICLE 5
MISCELLANEOUS

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

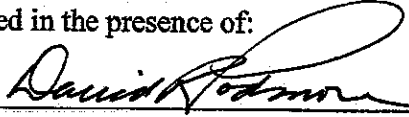
5.02 **Definitions.** Any term defined in the recitals to this Lease will have the same meaning throughout this Lease unless otherwise redefined.

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

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

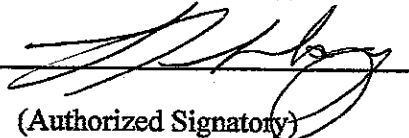
IN WITNESS WHEREOF the parties hereto have executed this Lease by their respective duly authorized signatories effective as of the date set out the first page of this Lease.

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




Title:)
(Authorized Signatory))

C/S

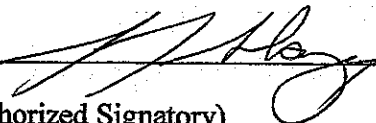


Title:)
(Authorized Signatory))

THE COMMON SEAL OF 0727853 B.C. LTD.)
was hereunto affixed in the presence of:)


_____)
Title:)
(Authorized Signatory))

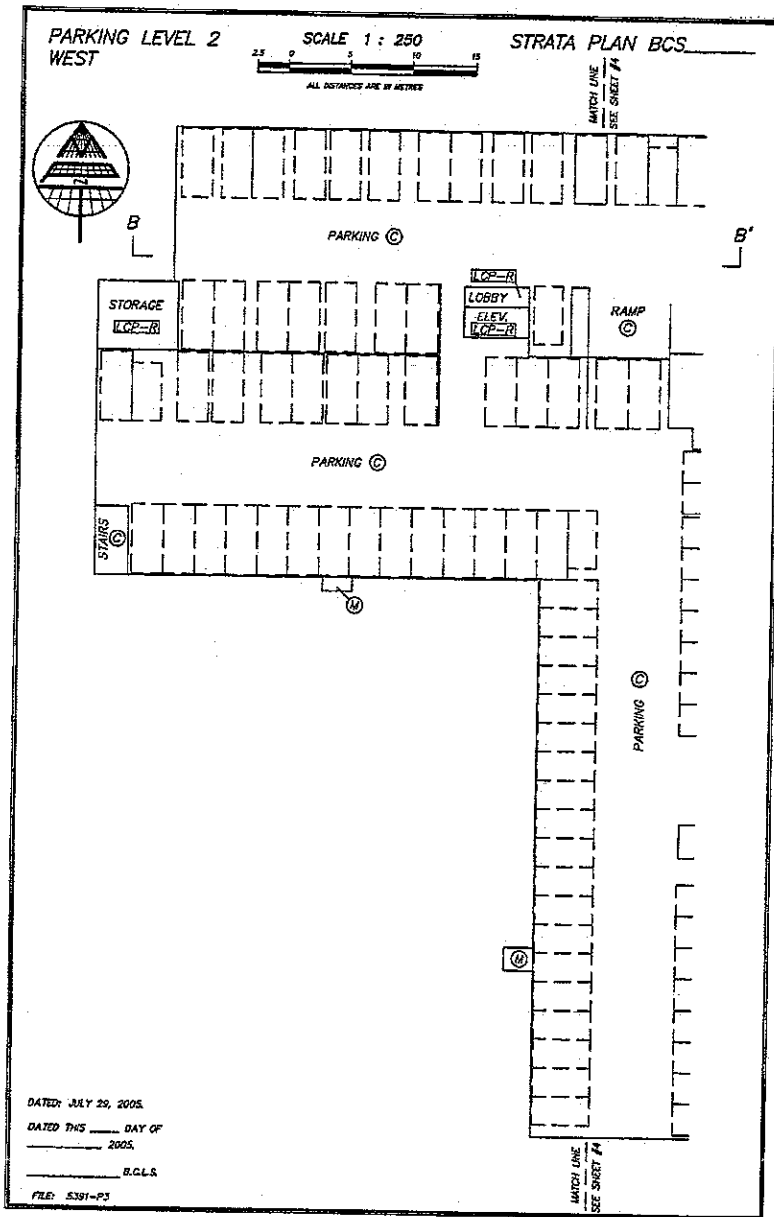
C/S

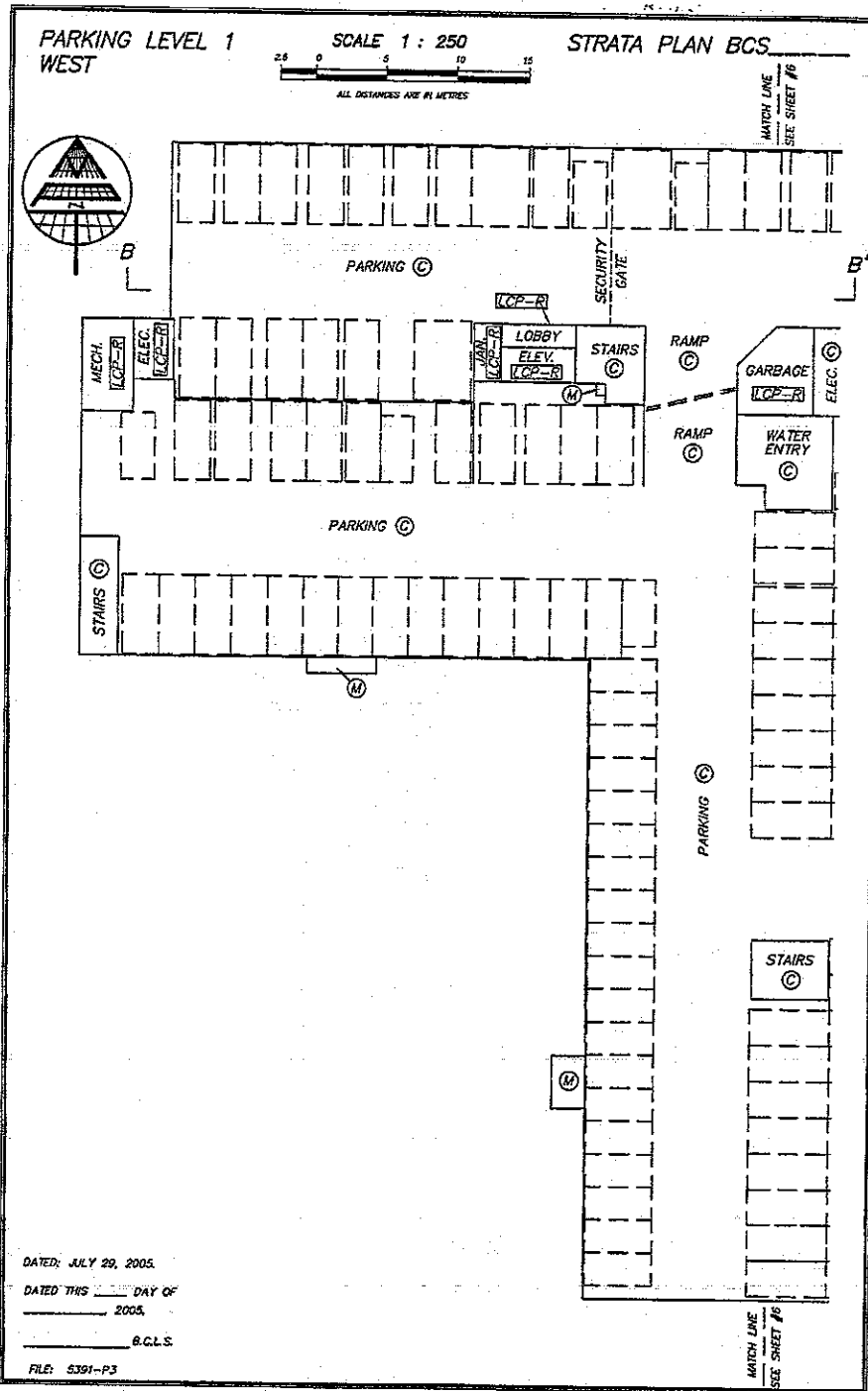

_____)
Title:)
(Authorized Signatory))

SCHEDULE A

THE LEASED STALLS

The attached sketch plan generally identifies the areas within which the Leased Stalls will be located. This sketch plan will be replaced with an explanatory plan showing the actual locations of the Leased Stalls following the completion of construction of the Development.





SCHEDULE B

PARKING STALL ASSIGNMENT

BETWEEN: _____ (the "Assignor")

AND: _____ (the "Assignee")

RE: Parking Stall no. _____ (the "Stall") as shown on the plan attached to the lease (the "Lease") dated June 20, 2005 between CONCERT REAL ESTATE CORPORATION, as lessor, and 0727853 B.C. LTD., as lessee, which has been partially assigned with respect to the Stall to the Assignor (the owner of Suite No. _____, Strata Lot _____).

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

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

The parties have executed this Assignment effective as of the _____ day of _____, 200__.

Assignor

Assignee

**EXHIBIT F - PART I
TAPESTRY
INTERIM BUDGET OF ESTIMATED OPERATING EXPENSES**

Revenue	Residential	Commercial	Total
Rent Recovery	\$8,575.00	\$424.46	\$8,999.46
Assessments	\$585,210.50	\$21,237.73	\$606,448.23
Total Revenue	\$593,785.50	\$21,662.19	\$615,447.69
Operating Expenses			
Insurance	\$53,000.00	\$2,623.50	\$55,623.50
Management Fees	\$50,205.00	\$1,348.20	\$51,553.20
Audit fee	\$2,400.00	\$118.80	\$2,518.80
Office Services	\$2,400.00	\$118.80	\$2,518.80
Telephone	\$2,000.00	\$99.00	\$2,099.00
Assessment Fee (Manager's suite)	\$2,500.00	\$123.75	\$2,623.75
Wages and Benefits	\$57,500.00	\$2,846.25	\$60,346.25
Electricity	\$52,500.00	\$2,598.75	\$55,098.75
Gas	\$100,000.00	\$0.00	\$100,000.00
Water & Sewer	\$40,000.00	\$1,980.00	\$41,980.00
Waste Removal	\$16,000.00	\$0.00	\$16,000.00
Recycling	\$3,000.00	\$0.00	\$3,000.00
Intercom/access control	\$24,000.00	\$1,188.00	\$25,188.00
Elevator	\$22,500.00	\$1,113.75	\$23,613.75
Pest control	\$1,400.00	\$69.30	\$1,469.30
Emergency Generator	\$1,750.00	\$86.63	\$1,836.63
Fire Service	\$7,000.00	\$346.50	\$7,346.50
Cleaning & Supplies	\$10,000.00	\$495.00	\$10,495.00
Repairs and Maintenance	\$17,250.00	\$853.88	\$18,103.88
Landscaping	\$45,000.00	\$2,227.50	\$47,227.50
Property Taxes (managers suite)	\$2,400.00	\$118.80	\$2,518.80
Mortgage	\$24,000.00	\$1,188.00	\$25,188.00
Miscellaneous	\$3,000.00	\$148.50	\$3,148.50
Total Operating Expenses	\$539,805.00	\$19,692.90	\$559,497.90
Gross Profit/(loss)	\$53,980.50	\$1,969.29	\$55,949.79
Contingency Reserve (10%)	\$53,980.50	\$1,969.29	\$55,949.79
Cash Flow	\$0.00	\$0.00	\$0.00

**EXHIBIT F - PART II
TAPESTRY
ESTIMATED MONTHLY ASSESSMENTS**

Strata Lot	Unit Entitlement	% Total Unit Entitlement	% Section Unit Entitlement	Monthly Maintenance	Yearly Maintenance
1	47	0.229	0.242	\$ 118.12	\$ 1,417.41
2	43	0.210	0.222	\$ 108.07	\$ 1,296.78
3	48	0.234	0.247	\$ 120.63	\$ 1,447.57
4	44	0.215	0.227	\$ 110.58	\$ 1,326.94
5	57	0.278	0.294	\$ 143.25	\$ 1,718.99
6	67	0.327	0.345	\$ 168.38	\$ 2,020.57
7	87	0.424	0.448	\$ 218.64	\$ 2,623.72
8	104	0.507	0.536	\$ 261.37	\$ 3,136.40
9	102	0.497	0.526	\$ 256.34	\$ 3,076.09
10	61	0.297	0.314	\$ 153.30	\$ 1,839.62
11	76	0.371	0.392	\$ 191.00	\$ 2,291.99
12	74	0.361	0.381	\$ 185.97	\$ 2,231.67
13	71	0.346	0.366	\$ 178.43	\$ 2,141.20
14	68	0.332	0.350	\$ 170.89	\$ 2,050.72
15	68	0.332	0.350	\$ 170.89	\$ 2,050.72
16	71	0.346	0.366	\$ 178.43	\$ 2,141.20
17	74	0.361	0.381	\$ 185.97	\$ 2,231.67
18	76	0.371	0.392	\$ 191.00	\$ 2,291.99
19	61	0.297	0.314	\$ 153.30	\$ 1,839.62
20	102	0.497	0.526	\$ 256.34	\$ 3,076.09
21	95	0.463	0.490	\$ 238.75	\$ 2,864.98
22	87	0.424	0.448	\$ 218.64	\$ 2,623.72
23	67	0.327	0.345	\$ 168.38	\$ 2,020.57
24	87	0.424	0.448	\$ 218.64	\$ 2,623.72
25	87	0.424	0.448	\$ 218.64	\$ 2,623.72
26	104	0.507	0.536	\$ 261.37	\$ 3,136.40
27	102	0.497	0.526	\$ 256.34	\$ 3,076.09
28	85	0.414	0.438	\$ 213.62	\$ 2,563.41
29	68	0.332	0.350	\$ 170.89	\$ 2,050.72
30	68	0.332	0.350	\$ 170.89	\$ 2,050.72
31	95	0.463	0.490	\$ 238.75	\$ 2,864.98
32	68	0.332	0.350	\$ 170.89	\$ 2,050.72
33	68	0.332	0.350	\$ 170.89	\$ 2,050.72
34	85	0.414	0.438	\$ 213.62	\$ 2,563.41
35	102	0.497	0.526	\$ 256.34	\$ 3,076.09
36	104	0.507	0.536	\$ 261.37	\$ 3,136.40
37	86	0.419	0.443	\$ 216.13	\$ 2,593.56
38	87	0.424	0.448	\$ 218.64	\$ 2,623.72
39	87	0.424	0.448	\$ 218.64	\$ 2,623.72
40	87	0.424	0.448	\$ 218.64	\$ 2,623.72
41	104	0.507	0.536	\$ 261.37	\$ 3,136.40
42	102	0.497	0.526	\$ 256.34	\$ 3,076.09
43	85	0.414	0.438	\$ 213.62	\$ 2,563.41
44	68	0.332	0.350	\$ 170.89	\$ 2,050.72
45	68	0.332	0.350	\$ 170.89	\$ 2,050.72
46	95	0.463	0.490	\$ 238.75	\$ 2,864.98
47	68	0.332	0.350	\$ 170.89	\$ 2,050.72
48	68	0.332	0.350	\$ 170.89	\$ 2,050.72
49	85	0.414	0.438	\$ 213.62	\$ 2,563.41
50	102	0.497	0.526	\$ 256.34	\$ 3,076.09
51	104	0.507	0.536	\$ 261.37	\$ 3,136.40
52	86	0.419	0.443	\$ 216.13	\$ 2,593.56
53	87	0.424	0.448	\$ 218.64	\$ 2,623.72
54	87	0.424	0.448	\$ 218.64	\$ 2,623.72
55	87	0.424	0.448	\$ 218.64	\$ 2,623.72
56	104	0.507	0.536	\$ 261.37	\$ 3,136.40
57	102	0.497	0.526	\$ 256.34	\$ 3,076.09
58	85	0.414	0.438	\$ 213.62	\$ 2,563.41

**EXHIBIT F - PART II
TAPESTRY
ESTIMATED MONTHLY ASSESSMENTS**

Strata Lot	Unit Entitlement	% Total Unit Entitlement	% Section Unit Entitlement	Monthly Maintenance	Yearly Maintenance
59	68	0.332	0.350	\$ 170.89	\$ 2,050.72
60	68	0.332	0.350	\$ 170.89	\$ 2,050.72
61	95	0.463	0.490	\$ 238.75	\$ 2,864.98
62	68	0.332	0.350	\$ 170.89	\$ 2,050.72
63	68	0.332	0.350	\$ 170.89	\$ 2,050.72
64	85	0.414	0.438	\$ 213.62	\$ 2,563.41
65	102	0.497	0.526	\$ 256.34	\$ 3,076.09
66	104	0.507	0.536	\$ 261.37	\$ 3,136.40
67	86	0.419	0.443	\$ 216.13	\$ 2,593.56
68	87	0.424	0.448	\$ 218.64	\$ 2,623.72
69	87	0.424	0.448	\$ 218.64	\$ 2,623.72
70	87	0.424	0.448	\$ 218.64	\$ 2,623.72
71	104	0.507	0.536	\$ 261.37	\$ 3,136.40
72	102	0.497	0.526	\$ 256.34	\$ 3,076.09
73	85	0.414	0.438	\$ 213.62	\$ 2,563.41
74	68	0.332	0.350	\$ 170.89	\$ 2,050.72
75	68	0.332	0.350	\$ 170.89	\$ 2,050.72
76	95	0.463	0.490	\$ 238.75	\$ 2,864.98
77	68	0.332	0.350	\$ 170.89	\$ 2,050.72
78	68	0.332	0.350	\$ 170.89	\$ 2,050.72
79	85	0.414	0.438	\$ 213.62	\$ 2,563.41
80	102	0.497	0.526	\$ 256.34	\$ 3,076.09
81	104	0.507	0.536	\$ 261.37	\$ 3,136.40
82	86	0.419	0.443	\$ 216.13	\$ 2,593.56
83	87	0.424	0.448	\$ 218.64	\$ 2,623.72
84	87	0.424	0.448	\$ 218.64	\$ 2,623.72
85	87	0.424	0.448	\$ 218.64	\$ 2,623.72
86	104	0.507	0.536	\$ 261.37	\$ 3,136.40
87	102	0.497	0.526	\$ 256.34	\$ 3,076.09
88	85	0.414	0.438	\$ 213.62	\$ 2,563.41
89	68	0.332	0.350	\$ 170.89	\$ 2,050.72
90	68	0.332	0.350	\$ 170.89	\$ 2,050.72
91	95	0.463	0.490	\$ 238.75	\$ 2,864.98
92	68	0.332	0.350	\$ 170.89	\$ 2,050.72
93	68	0.332	0.350	\$ 170.89	\$ 2,050.72
94	85	0.414	0.438	\$ 213.62	\$ 2,563.41
95	102	0.497	0.526	\$ 256.34	\$ 3,076.09
96	104	0.507	0.536	\$ 261.37	\$ 3,136.40
97	86	0.419	0.443	\$ 216.13	\$ 2,593.56
98	87	0.424	0.448	\$ 218.64	\$ 2,623.72
99	87	0.424	0.448	\$ 218.64	\$ 2,623.72
100	87	0.424	0.448	\$ 218.64	\$ 2,623.72
101	104	0.507	0.536	\$ 261.37	\$ 3,136.40
102	102	0.497	0.526	\$ 256.34	\$ 3,076.09
103	85	0.414	0.438	\$ 213.62	\$ 2,563.41
104	68	0.332	0.350	\$ 170.89	\$ 2,050.72
105	68	0.332	0.350	\$ 170.89	\$ 2,050.72
106	95	0.463	0.490	\$ 238.75	\$ 2,864.98
107	68	0.332	0.350	\$ 170.89	\$ 2,050.72
108	68	0.332	0.350	\$ 170.89	\$ 2,050.72
109	85	0.414	0.438	\$ 213.62	\$ 2,563.41
110	102	0.497	0.526	\$ 256.34	\$ 3,076.09
111	104	0.507	0.536	\$ 261.37	\$ 3,136.40
112	86	0.419	0.443	\$ 216.13	\$ 2,593.56
113	87	0.424	0.448	\$ 218.64	\$ 2,623.72
114	87	0.424	0.448	\$ 218.64	\$ 2,623.72
115	87	0.424	0.448	\$ 218.64	\$ 2,623.72
116	104	0.507	0.536	\$ 261.37	\$ 3,136.40
117	102	0.497	0.526	\$ 256.34	\$ 3,076.09
118	85	0.414	0.438	\$ 213.62	\$ 2,563.41

**EXHIBIT F - PART II
TAPESTRY
ESTIMATED MONTHLY ASSESSMENTS**

Strata Lot	Unit Entitlement	% Total Unit Entitlement	% Section Unit Entitlement	Monthly Maintenance	Yearly Maintenance
119	68	0.332	0.350	\$ 170.89	\$ 2,050.72
120	68	0.332	0.350	\$ 170.89	\$ 2,050.72
121	95	0.463	0.490	\$ 238.75	\$ 2,864.98
122	68	0.332	0.350	\$ 170.89	\$ 2,050.72
123	68	0.332	0.350	\$ 170.89	\$ 2,050.72
124	85	0.414	0.438	\$ 213.62	\$ 2,563.41
125	102	0.497	0.526	\$ 256.34	\$ 3,076.09
126	104	0.507	0.536	\$ 261.37	\$ 3,136.40
127	86	0.419	0.443	\$ 216.13	\$ 2,593.56
128	87	0.424	0.448	\$ 218.64	\$ 2,623.72
129	93	0.453	0.479	\$ 233.72	\$ 2,804.67
130	122	0.595	0.629	\$ 306.60	\$ 3,679.24
131	120	0.585	0.618	\$ 301.58	\$ 3,618.93
132	89	0.434	0.459	\$ 223.67	\$ 2,684.04
133	89	0.434	0.459	\$ 223.67	\$ 2,684.04
134	120	0.585	0.618	\$ 301.58	\$ 3,618.93
135	122	0.595	0.629	\$ 306.60	\$ 3,679.24
136	93	0.453	0.479	\$ 233.72	\$ 2,804.67
137	71	0.346	0.366	\$ 178.43	\$ 2,141.20
138	86	0.419	0.443	\$ 216.13	\$ 2,593.56
139	86	0.419	0.443	\$ 216.13	\$ 2,593.56
140	86	0.419	0.443	\$ 216.13	\$ 2,593.56
141	52	0.254	0.268	\$ 130.68	\$ 1,568.20
142	110	0.536	0.567	\$ 276.45	\$ 3,317.35
143	81	0.395	0.417	\$ 203.56	\$ 2,442.78
144	100	0.488	0.515	\$ 251.31	\$ 3,015.77
145	70	0.341	0.361	\$ 175.92	\$ 2,111.04
146	70	0.341	0.361	\$ 175.92	\$ 2,111.04
147	70	0.341	0.361	\$ 175.92	\$ 2,111.04
148	70	0.341	0.361	\$ 175.92	\$ 2,111.04
149	70	0.341	0.361	\$ 175.92	\$ 2,111.04
150	48	0.234	0.247	\$ 120.63	\$ 1,447.57
151	48	0.234	0.247	\$ 120.63	\$ 1,447.57
152	92	0.449	0.474	\$ 231.21	\$ 2,774.51
153	96	0.468	0.495	\$ 241.26	\$ 2,895.14
154	86	0.419	0.443	\$ 216.13	\$ 2,593.56
155	86	0.419	0.443	\$ 216.13	\$ 2,593.56
156	86	0.419	0.443	\$ 216.13	\$ 2,593.56
157	74	0.361	0.381	\$ 185.97	\$ 2,231.67
158	107	0.522	0.551	\$ 268.91	\$ 3,226.88
159	80	0.390	0.412	\$ 201.05	\$ 2,412.62
160	101	0.492	0.520	\$ 253.83	\$ 3,045.93
161	70	0.341	0.361	\$ 175.92	\$ 2,111.04
162	70	0.341	0.361	\$ 175.92	\$ 2,111.04
163	70	0.341	0.361	\$ 175.92	\$ 2,111.04
164	70	0.341	0.361	\$ 175.92	\$ 2,111.04
165	70	0.341	0.361	\$ 175.92	\$ 2,111.04
166	48	0.234	0.247	\$ 120.63	\$ 1,447.57
167	48	0.234	0.247	\$ 120.63	\$ 1,447.57
168	90	0.439	0.464	\$ 226.18	\$ 2,714.19
169	94	0.458	0.484	\$ 236.24	\$ 2,834.83
170	92	0.449	0.474	\$ 231.21	\$ 2,774.51
171	92	0.449	0.474	\$ 231.21	\$ 2,774.51
172	86	0.419	0.443	\$ 216.13	\$ 2,593.56
173	86	0.419	0.443	\$ 216.13	\$ 2,593.56
174	86	0.419	0.443	\$ 216.13	\$ 2,593.56
175	74	0.361	0.381	\$ 185.97	\$ 2,231.67
176	107	0.522	0.551	\$ 268.91	\$ 3,226.88
177	80	0.390	0.412	\$ 201.05	\$ 2,412.62
178	101	0.492	0.520	\$ 253.83	\$ 3,045.93

**EXHIBIT F - PART II
TAPESTRY
ESTIMATED MONTHLY ASSESSMENTS**

Strata Lot	Unit Entitlement	% Total Unit Entitlement	% Section Unit Entitlement	Monthly Maintenance	Yearly Maintenance
179	70	0.341	0.361	\$ 175.92	\$ 2,111.04
180	70	0.341	0.361	\$ 175.92	\$ 2,111.04
181	70	0.341	0.361	\$ 175.92	\$ 2,111.04
182	70	0.341	0.361	\$ 175.92	\$ 2,111.04
183	70	0.341	0.361	\$ 175.92	\$ 2,111.04
184	59	0.288	0.304	\$ 148.28	\$ 1,779.31
185	59	0.288	0.304	\$ 148.28	\$ 1,779.31
186	92	0.449	0.474	\$ 231.21	\$ 2,774.51
187	94	0.458	0.484	\$ 236.24	\$ 2,834.83
188	92	0.449	0.474	\$ 231.21	\$ 2,774.51
189	92	0.449	0.474	\$ 231.21	\$ 2,774.51
190	86	0.419	0.443	\$ 216.13	\$ 2,593.56
191	86	0.419	0.443	\$ 216.13	\$ 2,593.56
192	119	0.580	0.613	\$ 299.06	\$ 3,588.77
193	104	0.507	0.536	\$ 261.37	\$ 3,136.40
194	86	0.419	0.443	\$ 216.13	\$ 2,593.56
195	70	0.341	0.361	\$ 175.92	\$ 2,111.04
196	70	0.341	0.361	\$ 175.92	\$ 2,111.04
197	70	0.341	0.361	\$ 175.92	\$ 2,111.04
198	70	0.341	0.361	\$ 175.92	\$ 2,111.04
199	70	0.341	0.361	\$ 175.92	\$ 2,111.04
200	59	0.288	0.304	\$ 148.28	\$ 1,779.31
201	59	0.288	0.304	\$ 148.28	\$ 1,779.31
202	92	0.449	0.474	\$ 231.21	\$ 2,774.51
203	94	0.458	0.484	\$ 236.24	\$ 2,834.83
204	92	0.449	0.474	\$ 231.21	\$ 2,774.51
205	92	0.449	0.474	\$ 231.21	\$ 2,774.51
206	86	0.419	0.443	\$ 216.13	\$ 2,593.56
207	86	0.419	0.443	\$ 216.13	\$ 2,593.56
208	119	0.580	0.613	\$ 299.06	\$ 3,588.77
209	104	0.507	0.536	\$ 261.37	\$ 3,136.40
210	86	0.419	0.443	\$ 216.13	\$ 2,593.56
211	70	0.341	0.361	\$ 175.92	\$ 2,111.04
212	70	0.341	0.361	\$ 175.92	\$ 2,111.04
213	70	0.341	0.361	\$ 175.92	\$ 2,111.04
214	70	0.341	0.361	\$ 175.92	\$ 2,111.04
215	70	0.341	0.361	\$ 175.92	\$ 2,111.04
216	59	0.288	0.304	\$ 148.28	\$ 1,779.31
217	59	0.288	0.304	\$ 148.28	\$ 1,779.31
218	92	0.449	0.474	\$ 231.21	\$ 2,774.51
219	94	0.458	0.484	\$ 236.24	\$ 2,834.83
220	92	0.449	0.474	\$ 231.21	\$ 2,774.51
221	92	0.449	0.474	\$ 231.21	\$ 2,774.51
222	103	0.502	0.531	\$ 258.85	\$ 3,106.24
223	134	0.653	0.691	\$ 336.76	\$ 4,041.13
224	127	0.619	0.654	\$ 319.17	\$ 3,830.03
225	90	0.439	0.464	\$ 226.18	\$ 2,714.19
226	90	0.439	0.464	\$ 226.18	\$ 2,714.19
227	89	0.434	0.459	\$ 223.67	\$ 2,684.04
228	112	0.546	0.577	\$ 281.47	\$ 3,377.66
229	128	0.624	0.660	\$ 321.68	\$ 3,860.19
230	126	0.614	0.649	\$ 316.66	\$ 3,799.87
231	318	1.550	28.726	\$ 508.40	\$ 6,100.81
232	789	3.847	71.274	\$ 1,261.41	\$ 15,136.92

EXHIBIT G

PROPOSED FORM OF MANAGEMENT AGREEMENT



AGENCY AGREEMENT

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

BETWEEN:

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

(hereinafter called the "Strata Corporation")

OF THE FIRST PART

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

(hereinafter called the "Agent")

OF THE SECOND PART

WHEREAS:

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

AGENT	STRATA

SPA-BC-Sept, 2003 (Ins)

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

Definitions

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

AGENT	STRATA

17798.73490.ELW.2378392.1

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

Exclusive Appointment:

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

Agent's Agreement:

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

General

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

Financial

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

AGENT	STRATA

17798.73490.ELW.2378392.1

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

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

Meetings

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

Strata Council

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

AGENT	STRATA

17798.73480.ELW.2378392.1

Records

- (p) Records - To keep full and detailed records of the transactions of the Strata Corporation and to make available for inspection at the request of the Strata Corporation, all of the Strata Corporation's documents, accounts and records which the Agent may have and any such material shall be made available to any Owner, after first receiving reasonable notice from the Owner in accordance with the Act, of their intention to inspect the records at the office of the Agent;
- (q) Owner/Tenant's Registry - To maintain a registry of all Owners and tenanted strata lots;
- (r) Minutes - At the request of the Strata Council, to provide the minutes of Strata Council meetings and general meetings of the Strata Corporation as prescribed by the Act;
- (s) Correspondence - To receive and respond to all correspondence as directed by the Strata Council;

Bylaws and Rules

- (t) Bylaws and Rules - To familiarize itself with the Act and the Strata Corporation's Bylaws and Rules;
- (u) Bylaw and Rules Enforcement - To assist with the enforcement of the Bylaws and Rules and, if so directed by the Strata Council, take appropriate action including legal action to enforce or stop any breach or infraction of the Bylaws and Rules, at the expense of the Strata Corporation;
- (v) Fines - To levy fines upon the direction of the Strata Council as required by the Bylaws and Rules and provide follow up correspondence and initiate legal actions as is necessary, at the expense of the Strata Corporation;
- (w) Liens - To register and remove liens against delinquent Owners upon the direction of the Strata Council in accordance with the Act, and to provide follow up correspondence and initiate legal action as necessary, at the expense of the Strata Corporation.

Insurance and Bonding

- (x) Property Insurance - To secure annual updates to the insurance appraisal for the Strata Plan and renew insurance policies pursuant to the Act, as they expire at the direction of the Strata Council. All insurance appraisal costs and premium costs shall be expenses of the Strata Corporation;
- (y) E&O Insurance - To assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Strata Council Errors & Omissions Insurance having a minimum coverage in the amount of \$2,000,000.00;

AGENT	STRATA

17786.73460.ELW.2378392.1

- (z) Liability Insurance – To assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Comprehensive General Liability Insurance having a minimum coverage in the amount of \$2,000,000.00 or such greater amount as may be directed by the Strata Council. Such insurance shall be applicable to any indemnification of the Agent by the Strata Corporation required under this Agreement;
- (aa) Insurance Coverage – To assist the Strata Corporation to place and maintain adequate fire, liability, steam boiler, pressure vessel, and other insurance required from time to time and have a qualified insurance agent review the insurance coverage of the Strata Corporation at least every year. The Agent shall not be liable for any negligence of any such insurance agent. In the event such insurance does not comply with the Act or is not based on an insurance appraisal by a qualified appraiser, the Agent shall forthwith inform the Strata Corporation and the Strata Council;
- (bb) Bonding – To bond the Agent’s employees who handle or are responsible for the Strata Corporation’s monies by a Commercial Dishonesty Fidelity Bond in the minimum amount of \$20,000.00 or such other amount required by Law;
- (cc) Availability of Insurance – When assisting the Strata Corporation in obtaining the insurance described in sections 3(x) to (aa), the Agent shall attempt to obtain such insurance on commercially reasonable terms. The Agent shall have no liability to the Strata Corporation or the Owners if such insurance is not available at all or if its not available on commercially reasonable terms and the Strata Council elects not to maintain any or all such insurance.

Maintenance and Services

- (dd) Contractors and Employees - To co-ordinate the work of contractors, suppliers or employees to the best of their ability and whenever directed by the Strata Council or the Agent deems it advisable or necessary, the Agent shall hire or discharge contractors, suppliers or employees, and it is agreed and understood that all such employees and independent contractors shall be deemed to be employees and independent contractors of the Strata Corporation and not of the Agent, and paid by the Strata Corporation and not 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;
- (ee) Contracts – To make contracts in the name of the Strata Corporation, in respect to the common property, common assets and common facilities, for electricity, gas, fuel, water, telephone, janitorial services, window cleaning, landscaping, garbage disposal, vermin extermination and other services or such of them as the Strata Council shall deem advisable;

AGENT	STRATA

17798.73490.ELW.2378592.1

- (ff) Supplies - Subject to the limits expressed by the Strata Council, to place orders for and purchase, in the name of the Strata Corporation, all such equipment, tools, appliances, materials and supplies as is necessary to equip properly and maintain common property, common assets and common facilities of the Strata Corporation;
- (gg) Emergency Services - To maintain a 24-hour emergency contact service such that the Strata Council or Owners can contact the Agent with respect to matters affecting life or property damage;
- (hh) Service Contracts - To monitor all service contracts and negotiate renewal or replacement of such contracts at the direction of the Strata Council;
- (ii) Limitation on Expenditures - The Agent agrees to obtain the approval of the Strata Council of the Strata Corporation to all expenditures in accordance with the Act or the Bylaws, other than expenses contained in the approved annual budget, recurring operating charges or emergency repairs in excess of such maximum if such expenditures are necessary in the opinion of the Agent to protect the common property, common assets and common facilities of the Strata Corporation from damage or to maintain common services to occupants of any one or more strata lots;

Proceedings

- (j) Legal Proceedings - To assist in resolution of disputes involving the Strata Corporation, subject to the direction of the Strata Council, by recourse to the appropriate authority, including legal proceedings, arbitration, mediation and internal appeals, and the receipt by the Agent of a written authorization containing the signatures of two members of the Strata Council is sufficient authority for the Agent to so act;
- (kk) Owner's Defaults - To sign and give notices to Owners of any defaults in any obligations of such Owners to repair or to maintain their strata lots or limited common property in a timely fashion;
- (ll) Compliance with Notices or Orders - To notify the Strata Council of any notices or orders of any competent public authority requiring repairs to be done in respect of the common property, common assets and common facilities, or any part thereof, and to notify the Owners of individual strata lots that they must in a like manner comply with such notices or orders in regard to their own individual strata lots;
- (mm) Compliance with Laws - To take such action on behalf of the Strata Corporation as the Strata Council may direct, as may be necessary to comply promptly with any and all orders or requirements affecting the Strata Corporation made by any governmental body or agency having authority or orders of any Fire Marshall, or board of fire underwriters or similar body;

AGENT	STRATA

17796.73490.ELW.2378392.1

Other

- (nn) Sale of Strata Lots – To provide documentation as required by the Act to facilitate the sale of any strata lot at the cost of the Owner or the proposed purchaser. The Agent shall be entitled to retain the fees it charges such Owners or proposed purchasers; and
- (oo) Rebates or Discounts – Not to collect or charge any undisclosed fee, rebate or discount, and if any such fee, rebate or discount should be received by the Agent that fee, rebate or discount will be held in trust for and credited to the account of the Strata Corporation.

Agent's Authorization:

- 4. The Agent shall be deemed the Agent of the Strata Corporation and to enable the Agent to effectively perform its services under this Agreement the Strata Corporation hereby appoints the Agent as its agent to perform the services set out in Section 3 hereof and to execute all documents and contracts for and on behalf of the Strata Corporation, as directed by the Strata Council, and to commence legal proceedings at the expense of the Strata Corporation as directed by the Strata Council and to perform all other duties provided for in this Agreement.

Strata Corporation's Agreement:

- 5. The Strata Corporation covenants and agrees:
 - (a) Indemnity - To save the Agent harmless from all claims, damages, costs and liability incurred in connection with the services provided to the Strata Corporation and, without limiting the generality of the foregoing, to save the Agent harmless from all claims, damages, costs and liability whatsoever arising out of any acts done by the Agent pursuant to instructions incurred 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 Strata Corporation;
 - (b) Agent's Fees - To pay to the Agent the following fees:
 - (i) a fee in advance each and every month during the term of this Agreement, in the amount specified in item 4 of Schedule A;
 - (ii) an additional fee in the amount specified in item 5 of Schedule A, for each additional Meeting over the number specified in Section 3(m) and item 2 of Schedule A;
 - (iii) an additional hourly fee in the amount specified in item 6 of Schedule A, for each hour of attendance at any meeting longer than the hours specified in Section 3(m) and item 3 of Schedule A;

AGENT	STRATA

17786.73490.ELW.2378392.1

- (iv) an additional fee for assisting with litigation support, special projects and/or major renovations, as determined by the size and nature of the special project and/or major renovations and as may be agreed between the Strata Corporation and the Agent or in the amount determined pursuant to Schedule B, if attached and signed by both parties; and
- (v) an additional fee in the amount specified in item 7 of Schedule A, per strata lot for each month of depositing and processing of special levies;
- (c) Payment of Agent's Fees - The Strata Corporation hereby authorises the Agent to deduct the Agent's Fees and disbursements from the strata fees, special levies, assessments, user fees and any other monies collected by the Agent pursuant to Section 3;
- (d) Shortfall - That if the bills, accounts or expenses paid by the Agent pursuant to Section 3 hereof in any calendar month exceed the strata fees and other monies collected in such month by the Agent, to pay the Agent the amount of such excess promptly upon request. The Agent shall have no obligation to advance funds to the Strata Corporation for any purpose whatsoever;
- (e) Costs - To pay promptly the Agent's costs of printing, duplicating, mailing, postage, long distance telephone charges, courier or other service charges directly attributed to the Strata Corporation as per the attached Schedule B;
- (f) Transfer Documentation - To direct and compensate the Agent in accordance with the Act for all transfer of title and ancillary documents for owners;
- (g) Exclusivity - That the Strata Corporation, during the Term of this Agreement and for two (2) years after the termination hereof, will not engage or contract directly or indirectly with any present or past employee of the Agent, to perform services the same as or similar to the services the employee performed for the Agent unless agreed to in writing by the Agent;
- (h) Documentation - To provide the Agent with all documents and records available to the Corporation, which may be reasonably required by the Agent to properly assist in connection with the services provided by the Agent to the Strata Corporation; and
- (i) Bylaws and Rules - To provide to the Agent a copy of the Bylaws and Rules of the Strata Corporation and to notify the Agent from time to time of any amendments or additions thereto.

No Set Off

17766.73490.ELW.2378392.1

AGENT	STRATA

- 6. That the Strata Corporation shall not be entitled to set off against the Agent's Fees or any other monies payable to the Agent under this Agreement, any uncollected strata fee, special levies or user fees or other monies owed the Strata Corporation.

Agent to Receive Instructions from Strata Council

- 7. The Strata Corporation hereby authorizes its Strata Council to deal with the Agent. It is agreed and understood that the Agent at all times shall be entitled to rely on and to act upon the instructions or directions received from the Strata Council and without limiting the generality of the foregoing, the Agent may from time to time request the receipt by the Agent of instructions or directions in writing signed on behalf of the Strata Corporation by at least two members of the Strata Council. The foregoing shall constitute the full and sufficient authority for the Agent to act in accordance with such instruction or directions. The Strata Council agrees to provide timely response to requests from the Agent for directions, instructions and information.

Financial Statements

- 8. That the Strata Council agrees to review each statement of receipts and disbursements referred to in Section 3(i), and within thirty (30) days from the date of provision of such statements to the Strata Council, to notify the Agent, in writing, of any alleged mistake or error on the part of the Agent in paying any bill, account or expense on behalf of the Strata Corporation. If the Agent receives no such notification within thirty (30) days of provision of such statements to the Strata Council, the statement shall be deemed to be conclusive and binding and the Agent shall be free from any and all claims in respect of such statement.

Assignment by Agent

- 9. The Agent may assign all of its interest in this Agreement and its rights hereunder to any other firm or corporation, provided such assignee is a competent strata property agent and covenants with the Strata Corporation to observe and perform the obligations of the Agent hereunder.

No Waiver

- 10. 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, 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.

Severance

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

AGENT	STRATA

17786.73490.ELW.2378392.1

Successors and Assigns

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

Agent Held Harmless

13. The Strata Corporation understands and agrees that the Agent does not assume any liabilities nor shall it be liable or responsible to any Owner of a strata lot or any tenant, occupier, licensee or invitee of any such Owner and the Strata Corporation agrees to indemnify and save harmless the Agent from losses, costs, damages or expenses including legal fees, incurred by the Agent in performing its responsibilities hereunder.

Amendments in Writing

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

Termination:

15. This Agreement shall terminate upon the occurrence of any of the following events:
- (a) Two months after receipt by the Agent of a notice of a resolution passed by a $\frac{3}{4}$ vote approved by the Owners, terminating this Agreement;
 - (b) Two months after receipt by the Strata Corporation of a notice from the Agent, terminating this Agreement;
 - (c) Immediately, through the bankruptcy of the Agent; or
 - (d) Immediately, through the insolvency or fraud of the Agent.

After Termination:

16. Upon the termination of this Agreement, all obligations of the Agent shall cease and the Strata Corporation shall pay to the Agent any monies due to it under this Agreement and the Agent shall pay to the Strata Corporation all monies held by it in trust for the Strata Corporation.

Holdback:

17. Upon termination of this Agreement, the Strata Corporation shall continue to be responsible for the payment of any and all bills, accounts, and expenses incurred by the Agent within the authority of this Agreement to be paid by the Agent after such termination. The Agent shall be entitled to retain, for thirty (30) days after the date of such termination, a holdback of the monies (the "Holdback") to pay such bills, accounts and expenses or any of them. If a Holdback is not retained by the Agent or is insufficient, the Strata Corporation agrees to reimburse the Agent promptly upon demand

AGENT	STRATA

17798.73480.ELW.2378392.1

for any and all such bills, accounts and expenses paid by the Agent after the termination of this Agreement.

No Partnership:

18. The relationship of the Agent to the Strata Corporation shall be that of agent and principal and this Agreement shall not under any circumstances constitute or be deemed to constitute the Agent or any of its employees, officers or authorized representatives, the legal representative, tenant, partner or employee of the Strata Corporation.

AGENT	STRATA

17796.73490.ELW.2378382.1

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

EXECUTED ON BEHALF OF THE)
 OWNERS, STRATA PLAN)
 by its authorized signatories:)
 _____)
 Strata Council Member)
 _____)
 Strata Council Member)

EXECUTED ON BEHALF OF)
 _____)
 by its authorized signatories:)
 _____)
 Authorized Signatory)
 _____)
 Authorized Signatory)

17798.73490.ELW.2378392.1

AGENT	STRATA

SCHEDULE A

1. Section 2 Commencement Date: _____
2. Section 3(m) Maximum Number of Meetings: _____
3. Section 3(m) Maximum Hours per Meeting: _____
4. Section 5(b)(i) Monthly Agents Fee: _____ (plus G.S.T.)
5. Section 5(b)(ii) An additional fee for each Meeting over the maximum number: _____ (plus G.S.T.)
6. Section 6(iii) Hourly rate for attendance at meeting over specified number of hours: _____ (plus G.S.T.)
7. Section 5(v) An additional fee of _____ (plus G.S.T.) per strata lot for each month of depositing and processing of special levies: _____ (minimum _____ (plus G.S.T.))

17796.73490.ELW.2378392.1

AGENT	STRATA

SCHEDULE B

Special Terms

17780.73490.ELW.2378392.1

AGENT	STRATA
-------	--------

EXHIBIT H

Strata Property Act
Form J
RENTAL DISCLOSURE STATEMENT
(Section 139)

Re: Strata Plan BCS _____, being a strata plan of certain lands and premises located in Vancouver, B.C. and currently legally described Parcel Identifier: 025-948-873, Parcel "A", Block 418, District Lot 526, Group 1, New Westminster District, Plan BCP11349

1. The development described above includes 230 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>strata lot number 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 230 residential strata lots, as described below, until the date set out opposite each strata lot's description.

[Describe all strata lots to be rented out by the owner developer.]

Description of Strata Lot [<i>strata lot number as shown on strata plan</i>]	Date Rental Period Expires [<i>month day, year</i>]
Strata Lots 1-230	December 31, 2105

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

Date: June 29, 2005

CONCERT REAL ESTATE CORPORATION
by its authorized signatories:

Per:


Print Name:

Per:


Print Name:

EXHIBIT I

FORM OF ST. PAUL GUARANTEE WARRANTY CERTIFICATE

The St Paul

Home Warranty
Tel 604.682.3095
Toll Free 800.555.9431
Fax 604.682.3096

The St. Paul Companies, Inc.
St. Paul Guarantee Insurance Company
650 W. Georgia Street, Suite 2500
P.O. Box 11542
Vancouver, British Columbia V6B 4N7
www.stpaulguarantee.com

SCHEDULE "E-6" - 2-6-10 HOME WARRANTY CERTIFICATE

(For Dwelling Units in Multi Family Buildings and Common Property)

SAMPLE

Address: _____

Legal Description: _____

Warranty Certificate #:

Builder Name: _____ Builder #: _____

Builder's Phone: _____ Builder's Fax: _____

Builder's Address: _____

This is your Warranty Certificate which should be read and kept in a safe place. To ensure your Warranty rights are preserved, ensure that you understand what your rights and obligations are. Please note that all notice(s) of a claim under this Warranty Certificate must be delivered to the Builder and St. Paul Guarantee in writing prior to the expiry of the applicable warranty coverage. The important dates to note are:

	Dwelling Unit	Common Property
1. <u>Warranty Commencement Date:</u>	_____	_____
2. <u>Materials & Labour Warranty:</u>		
a) 2 Year defects in Materials and Labour:	Expiry Date: _____	_____
15 Months for Common Property:	Expiry Date: _____	_____
b) 2 Years defects in Materials and Labour supplied for;		
i. the gas, electrical, plumbing, heating, ventilation and air conditioning delivery and distribution systems; and		
ii. the exterior cladding, caulking, windows and doors that may lead to detachment or material damage to the New Home:	Expiry Date: _____	_____
3. <u>6 Years Building Envelope Warranty:</u>	Expiry Date: _____	_____
4. <u>10 Years Structural Defects Warranty:</u>	Expiry Date: _____	_____

For your convenience, enclosed with this Warranty Certificate please find a sticker outlining these important dates for you to affix in a conspicuous location in your new home.

In consideration of the payment to St. Paul Guarantee Insurance Company (hereinafter called "St. Paul Guarantee") of the premium for this Warranty Certificate, St. Paul Guarantee agrees to provide Warranty coverage subject to limits as set out herein, in accordance with the terms, conditions, forms, riders and endorsements contained in this Warranty Certificate.

In witness whereof St. Paul Guarantee has duly-executed this Warranty Certificate.

ST. PAUL GUARANTEE INSURANCE COMPANY
("St. Paul Guarantee", formerly London Guarantee Insurance Company)

Executive Vice-President and Chief Executive Officer

Dated: _____

A. WARRANTY COVERAGE

1.0 Materials and Labour Warranty - 2 Years

- 1.1 The Warranty provides coverage for Materials and Labour for up to two years as set out below:
- (a) in the first 24 months of the Warranty, for other than the Common Property, common facilities and other assets of a Strata Corporation, coverage for any Defect in Materials and Labour.
 - (b) in the first 15 months of the Warranty, for the Common Property, common facilities and other assets of a Strata Corporation, coverage for any Defect in Materials and Labour.
 - (c) in the first 24 months of the Warranty,
 - (i) coverage for any Defect in Materials and Labour supplied for the gas, electrical, plumbing, heating, ventilation, and air conditioning Delivery and Distribution Systems,
 - (ii) coverage for any Defect in Materials and Labour supplied for the exterior cladding, caulking, windows, and doors that may lead to detachment or material damage to the New Home or Common Property,
 - (iii) coverage for any Defect in Materials and Labour which renders the New Home unfit to live in, and
 - (iv) subject to Subsection A.1.2, coverage for non-compliance or a violation of the Building Code.
- 1.2 Non-compliance with, or a violation of the Building Code is considered a Defect covered by *St. Paul Guarantee* only if the non-compliance or violation:
 - (a) constitutes an unreasonable health or safety risk, or
 - (b) has resulted in, or is likely to result in, Material Damage to the New Home.

2.0 Building Envelope Warranty - 6 Years

- 2.1 This Warranty provides coverage for the Building Envelope for up to six years for Defects in the Building Envelope of a New Home, including a Defect which permits unintended water penetration such that it causes, or is likely to cause, Material Damage to the New Home.

3.0 Structural Defects Warranty - 10 Years

- 3.1 This Warranty provides coverage for Structural Defects for up to ten years for:
 - (a) any Defect in Materials and Labour that results in the failure of a Load Bearing part of the New Home, and
 - (b) any Defect which causes Structural Damage that materially and adversely affects the use of the New Home for residential occupancy.

4.0 Limitation of Warranty

- 4.1 This Warranty Certificate may be issued to Owners of Fee Simple New Homes, Owners of Co-operatives, Owners of Strata Title New Homes and to Strata Corporations. Notwithstanding anything contained herein, the Warranty coverage provided by this Warranty Certificate for Common Property is only applicable to a Strata Corporation and may only be enforced pursuant to the terms and conditions of the Warranty Certificate issued to such Strata Corporation. All Common Property issues must be dealt with by authorized representatives of the strata council. All issues relating to Cooperatives must be dealt with by authorized representatives of the Cooperative council.

B. COMMENCEMENT DATES

1.0 Fee Simple New Homes

- 1.1 The Commencement Date for the Warranty coverage of a New Home held in fee simple is as follows:
 - (a) for a New Home constructed by a Builder on land owned by the Owner, the Commencement Date is the earliest of:
 - (i) the date of actual occupancy of the New Home,
 - (ii) the granting of an occupancy permit or similar right to occupy by the authority having jurisdiction, and
 - (iii) the date that the New Home is completed and ready for occupancy;
 - (b) for a New Home constructed by a Builder on land not owned by the Owner, the Commencement Date is the earliest of:
 - (i) the date of actual occupancy of the New Home, and
 - (ii) the transfer of the legal title of the New Home to the Owner.
- 1.2 For the purposes of Subsection B.1.1(a), in a jurisdiction where occupancy permits are not issued, a New Home is deemed to have reached the stage of occupancy when it is:
 - (a) "completed" as that term is defined by the Builders' Lien Act in effect from time to time, and
 - (b) capable of being legally occupied.

2.0 Strata Titled New Homes

- 2.1 If a New Home is included in a Strata Plan, *St. Paul Guarantee* will provide Warranty coverage for the following:
 - (a) the New Home comprising the strata lot;
 - (b) the Common Property.
- 2.2 The Commencement Date for the Warranty coverage of a New Home

- comprising the strata lot, is the earlier of:
 - (a) actual occupancy of the New Home, and
 - (b) the transfer of legal title to the strata lot.

3.0 Common Property and Multi-Unit Buildings Not in a Strata Plan

- 3.1 The Commencement Date of Warranty coverage of Common Property and multi-unit buildings is concurrent with the first Commencement Date for a New Home in each separate multi-unit building comprising the Strata Plan or multi-unit building.

4.0 Unsold Units used as Rental Units

- 4.1 If an unsold New Home owned by a Builder is occupied as a rental unit, the Commencement Date is the date the New Home is first occupied by a tenant.

5.0 BCHMC Social Housing

- 5.1 If a New Home is a Social Housing building, the Commencement Date is the date of substantial completion.

C. LIMITS ON COVERAGE

- 1.1 The limits of the Warranty coverage are as follows:
 - (a) for a New Home in fee simple ownership, the lesser of:
 - (i) the original purchase price paid by the Owner, and
 - (ii) \$200,000.00;
 - (b) for a New Home in a strata titled or multi-unit building, the lesser of:
 - (i) the original purchase price paid by the Owner, and
 - (ii) \$100,000.00;
 - (c) for the Common Property in a strata titled building or in a multi-unit building that is not strata-titled, the least of:
 - (i) the total original contract price for the multi-unit building,
 - (ii) \$100,000 times the number of dwelling units, and
 - (iii) \$2,600,000.
- 1.2 If a Strata Plan consists of a number of buildings, the limit under Subsection C.1.1(c) applies to each multi-unit building.
- 1.3 When calculating the cost of Warranty claims in respect of the standard limits under this Warranty Certificate, *St. Paul Guarantee* may include:
 - (a) the cost of repairs;
 - (b) the cost of any investigation, engineering, and design required for the repairs, and
 - (c) the cost of supervision of repairs, including professional review, but excluding legal costs; and
 - (d) any of the costs referred to in C.1.3(a), (b), and (c), may include *St. Paul Guarantee's* own personnel and other expenses, including adjusting expenses, at rates established by *St. Paul Guarantee* from time to time.
- 1.4 The Warranty coverages provided by this Warranty Certificate are conditional upon the Owner completing all reasonable maintenance of the New Home, including that set out in the maintenance information provided to the original owner, in a timely manner, as well as the Strata Corporation completing all reasonable maintenance of the Common Property in a timely manner.

D. WARRANTY EXCLUSIONS

- 1.1 This Warranty does not cover the following:
 - (a) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
 - (b) normal shrinkage of materials caused by drying after construction;
 - (c) any loss or damage which arises while the New Home is being used primarily or substantially for non-residential purposes;
 - (d) materials, labour, or design supplied by an Owner;
 - (e) any damage to the extent that it is caused or made worse by an Owner or Third Party, including:
 - (i) negligent or improper maintenance or improper operation by anyone other than the Builder or its employees, agents, or sub-contractors,
 - (ii) failure of anyone, other than the Builder or its employees, agents, or sub-contractors, to comply with the Warranty requirements of the manufacturers of appliances, equipment, or fixtures,
 - (iii) alterations to the New Home, including the conversion of non-living space into living space or the conversion of the New Home into two (2) or more units, by anyone other than the Builder or its employees, agents, or sub-contractors while undertaking their obligations under the sales contract, and
 - (iv) changes to the grading of the ground by anyone other than the Builder or its employees, agents, or sub-contractors;
 - (f) failure of an Owner to take timely action to prevent or minimize loss or damage, including the failure to give prompt notice to *St. Paul Guarantee* of a Defect or discovered loss or a potential Defect or loss;
 - (g) any damage caused by insects or rodents and other animals, unless the damage results from non-compliance with the Building Code by the Builder or its employees, agents, or sub-contractors;
 - (h) accidental loss or damage from acts of nature including, but not limited to, fire, explosion, smoke, water escape, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood,

- earthquake, avalanche, landslide, and changes in the level in the underground water table which are not reasonably foreseeable by the Builder;
- (f) bodily injury or damage to personal property or real property which is not part of the New Home;
- (g) any defect in, or caused by, materials or work supplied by anyone other than the Builder or its employees, agents, or sub-contractors;
- (k) changes, alterations, or additions made to the New Home by anyone after initial occupancy, except those performed by the Builder or its employees, agents, or sub-contractors under the construction contract or sales agreement, or as required by St. Paul Guarantee.
- (l) contaminated soil;
- (m) subsidence of the land around the New Home or along utility lines, other than subsidence beneath footings of the New Home or under Driveways or Walkways;
- (n) diminution in the value of the New Home;
- (o) landscaping, both hard and soft, including plants, fencing, detached patios, planters, gazebos and similar structures;
- (p) non-residential detached structures including sheds, garages, carports or outbuildings, or any structure or construction not attached to or forming an integral part of a multi-unit building or the New Home;
- (q) any commercial use area and any construction associated with a commercial use area;
- (r) roads, curbs, and lanes;
- (s) subject to Subsection D.1.(m), site grading and surface drainage, except as required by the Building Code;
- (t) the operation of municipal services, including sanitary and storm sewer, septic tanks or septic fields;
- (v) the quality or quantity of water, either from a piped municipal water supply or from a well;
- (w) a water well, but excluding equipment installed for the operation of a water well used exclusively for the New Home, which equipment is considered to be part of the plumbing system for that the New Home.
- (x) damage caused or made worse by the failure of an Owner to take reasonable steps to mitigate any damage.

E. WARRANTY TERMS

- 1.1 If St. Paul Guarantee makes a payment or undertakes a repair, or assumes liability for any payment or repair under the Warranty coverage:
 - (a) St. Paul Guarantee is subrogated to all rights of recovery of an Owner against any person or persons who may have caused or contributed to the requirement for the payment or repair under the Warranty;
 - (b) St. Paul Guarantee may bring an action at its own expense, in the name of the Owner or of St. Paul Guarantee to enforce such rights; and
 - (c) the Owner will fully support and assist St. Paul Guarantee in the pursuit of those rights if St. Paul Guarantee pursues such subrogated rights;
- 1.2 Implied or expressed warranties or representations made by a Builder to an Owner are not binding on St. Paul Guarantee except as set out in this Warranty Certificate;
- 1.3 An Owner, or occupant, must permit St. Paul Guarantee or the Builder, or both, to enter the New Home at all reasonable times, upon giving reasonable notice to the Owner:
 - (i) to monitor the New Home or its components;
 - (ii) to inspect for required maintenance;
 - (iii) to investigate complaints or claims; or
 - (iv) to undertake repairs under the Warranty Certificate;
- 1.4 If any reports are produced as a result of any of the activities referred to in paragraph E.1.3, the reports will be provided to the Owner on request;
- 1.5 An Owner must provide to St. Paul Guarantee all information and documentation that the Owner has available, as reasonably required by St. Paul Guarantee, in order to investigate a claim or maintenance requirement, or to undertake repairs under the Warranty Certificate;
- 1.6 To the extent that damage to a New Home is caused by the unreasonable refusal of an Owner or occupant to permit St. Paul Guarantee or the Builder access to the New Home for the reasons set out in paragraph E.1.3, or to provide the information required by paragraph E.1.5, such damage is excluded from the Warranty coverage.

F. NOTICE OF CLAIM

- 1.1 Within a reasonable time after the discovery of a Defect and before the Expiry Date of the available Warranty coverage, an Owner must give St. Paul Guarantee and the Builder written notice in reasonable detail that provides particulars of any specific alleged Defects which may be covered by the Warranty.
- 1.2 St. Paul Guarantee will require the notice under Subsection F.1.1 to be in a prescribed form and include:
 - (a) the Home Warranty Certificate Number of the New Home;
 - (b) copies of all relevant documentation and correspondence between the Owner and the Builder; and
 - (c) Particulars of the claim as determined to be necessary by St. Paul Guarantee to comply with its obligations pursuant to this Warranty Certificate.
- 1.3 The obligations of St. Paul Guarantee absolutely cease unless:
 - (a) Proper notice is given to St. Paul Guarantee of a claim prior to the Expiry Date; and

- (b) The Owner conducts reasonable inspections of the New Home from time to time in order to discover defects or potential defects and gives notice pursuant to Subsection F.1.1.

G. DUTY TO MITIGATE AND MAINTAIN

- 1.1 St. Paul Guarantee requires the Owner to maintain the New Home and mitigate any damage to the New Home, including damage caused by Defects or water penetration, as set out in the Warranty Certificate. The Owner must take all reasonable steps to restrict damage to the New Home if the Defect requires immediate attention.
- 1.2 Subject to Subsection G.1.2, for Defects covered by this Warranty, the duty to mitigate is met through timely notice in writing to St. Paul Guarantee.
- 1.4 The Owner's duty to mitigate survives even if:
 - (a) the New Home is unoccupied;
 - (b) the New Home is occupied by someone other than the Owner;
 - (c) water penetration does not appear to be causing damage; or
 - (d) the Owner advises the Strata Corporation about the Defect.

H. LIVING-OUT ALLOWANCE

- 1.1 If repairs are required under the Warranty Certificate and damage to the New Home or the extent of the repairs renders the New Home uninhabitable, St. Paul Guarantee covers reasonable living-out expenses incurred by the Owner.
- 1.2 The maximum amount per day for claims for living-out expenses is \$100.00, for the complete reimbursement of the actual accommodation expenses incurred by the Owner at a hotel, motel, or other rental accommodation up to the day the New Home is ready for occupancy, subject to the Owner receiving 24 hours advance notice.
- 1.3 Where the New Home comprises part of a Strata Plan and St. Paul Guarantee or the Builder, as the case may be, is required to carry out repairs to Common Property as a result of which, in the opinion of St. Paul Guarantee, the New Home is rendered uninhabitable, Section H.1.1 and H.1.2 shall apply.

I. WARRANTY ON REPAIRS AND REPLACEMENTS

- 1.1 All repairs and replacements made under this Warranty are warranted against defects in materials and labour until the later of:
 - (a) the first anniversary of the date of completion of the repair or replacement; and
 - (b) the expiry of the applicable Warranty coverage.
- 1.2 All repairs and replacements made under the Warranty will be completed in a reasonable manner using materials and labour conforming to the Building Code and industry standards.
- 1.3 St. Paul Guarantee reserves the right to use the Builder or any third party to perform the Warranty obligations imposed on St. Paul Guarantee, and the Owner agrees to cooperate with St. Paul Guarantee and the Builder and any Third Party in carrying out any such obligations.

J. MANDATORY CONDITIONS

1.0 MEDIATION

In this Section:

- 1.1 (a) "Mediation" means a collaborative process in which two (2) or more parties meet and attempt, with the assistance of a Mediator, to resolve issues in dispute between them; "Mediation Session" means a meeting between two (2) or more parties to a dispute during which they are engaged in Mediation; "Mediator" means a neutral and impartial facilitator with no decision-making power, who assists parties in negotiating a mutually acceptable settlement of issues in dispute between them; "Roster Organization" means any body designated by the Attorney General to select Mediators for the purpose of this regulation.
- (b) If a dispute between St. Paul Guarantee and an Owner arising under this Warranty Certificate cannot be resolved by informal negotiation within a reasonable time, the Owner may, at the Owner's sole election, require that the dispute be referred to Mediation by delivering to St. Paul Guarantee a written request to mediate.
- (c) If the Owner delivers a request to mediate under Subsection J.1.1(b), St. Paul Guarantee and the Owner must attend a Mediation Session in relation to the dispute.
- (d) In addition to the requirements of Subsection J.1.1(c), St. Paul Guarantee or an Owner may invite to participate in the Mediation any other party to the dispute who may be liable.
- (e) Within twenty-one (21) days after the Owner has delivered a request to mediate under Subsection J.1.1(b), the parties must, directly or with the assistance of an independent, neutral person or organization, jointly appoint a mutually acceptable Mediator.
- (f) If the parties do not jointly appoint a mutually acceptable Mediator within the time required by Subsection J.1.1(e), the Owner may apply to a Roster Organization which must appoint a Mediator, taking into account:
 - (i) the need for the Mediator to be neutral and independent;
 - (ii) the qualifications of the Mediator;
 - (iii) the Mediator's fees;

- (iv) the Mediator's availability, and
 - (v) any other consideration likely to result in the selection of an impartial, competent, and effective Mediator.
- (g) Promptly after a Roster Organization selects the Mediator under Subsection J.1.1(f), the Roster Organization must notify the parties in writing of that selection.
- (h) The Mediator selected by a Roster Organization is deemed to be appointed by the parties effective the date of the notice sent under Subsection J.1.1(g).
- (i) The date, time, and place of the first Mediation Session must be scheduled by the Mediator, and the first Mediation Session must occur within twenty-one (21) days of the appointment of the Mediator.
- (j) Despite Subsection J.1.1(c), a party may attend a Mediation Session by representative if:
- (i) the party is under legal disability and the representative is that party's guardian ad litem,
 - (ii) the party is not an individual, or
 - (iii) the party is a resident of a jurisdiction other than British Columbia and will not be in British Columbia at the time of the Mediation Session.
- (k) A representative who attends a Mediation Session in the place of a party referred to in Subsection J.1.1(j):
- (i) must be familiar with all relevant facts on which the party, on whose behalf the representative attends, intends to rely, and
 - (ii) must have full authority to settle, or have immediate access to a person who has full authority to settle, on behalf of the party on whose behalf the representative attends.
- (l) A party or a representative who attends the Mediation Session may be accompanied by counsel.
- (m) Any other person may attend a Mediation Session if that attendance is with the consent of all parties or their representatives.
- (n) At least seven (7) days before the first Mediation Session is to be held, each party must deliver to the Mediator a statement briefly setting out:
- (i) the facts on which the party intends to rely, and
 - (ii) the matters in dispute.
- (o) Promptly after receipt of all of the statements required to be delivered under Subsection J.1.1(n), the Mediator must send each party's statement to each of the other parties.
- (p) Before the first Mediation Session, the parties must enter into a retainer with the Mediator which must:
- (i) disclose the cost of the Mediation Services, and
 - (ii) provide that the cost of the Mediation will be paid:
 - (1) equally by the parties, or
 - (2) on any other specified basis agreed by the parties.
- (q) The Mediator may conduct the Mediation in any manner he or she considers appropriate to assist the parties to reach a resolution that is timely, fair, and cost-effective.
- (r) A person must not disclose, or be compelled to disclose, in any proceeding oral or written information acquired or an opinion formed, including, without limitation, any offer or admission made in anticipation of or during a Mediation Session.
- (s) Nothing in Subsection J.1.1(r) precludes a party from introducing into evidence in a proceeding any information or records produced in the course of the Mediation that are otherwise producible or compellable in those proceedings.
- (t) A Mediation Session is concluded when:
- (i) all issues are resolved,
 - (ii) the Mediator determines that the process will not be productive and so advises the parties or their representatives, or
 - (iii) the Mediation Session is completed and there is no agreement to continue.
- (u) If the Mediation resolves some, but not all, issues, then at the request of all parties the Mediator may complete a report setting out any agreements that the parties to the Mediation have made as a result of the Mediation, including, without limitation, any agreements made by the parties on any of the following:
- (i) facts;
 - (ii) issues;
 - (iii) future procedural steps.

2.0 DISCLOSURE OF CLAIMS HISTORY

- 2.1 (a) On receipt of an inquiry from an Owner of a New Home covered by Home Warranty coverage regarding the claims experience of that New Home, St. Paul Guarantee will provide the Owner with a history of claims.
- (b) The history of claims referred to in Subsection J.2.1(a) will include, for each claim, the following information for both the Dwelling Unit and, if applicable, the associated Common Property:
- (i) the type of claim that was made;
 - (ii) the resolution of the claim;
 - (iii) the type of repair performed;
 - (iv) the date of the repair; and
 - (v) the cost of the repair.
- (c) St. Paul Guarantee will charge a fee to provide the history of claims.

3.0 HANDLING OF CLAIMS

- 3.1 (a) St. Paul Guarantee will, on receipt of a notice of a claim from the Owner under the Warranty Certificate, promptly make reasonable attempts to contact the Owner to arrange an evaluation of the claim.
- (b) St. Paul Guarantee will make all reasonable efforts to avoid delays in responding to a claim under the Warranty Certificate, evaluating the claim, and scheduling any required repairs.
- (c) If, following evaluation of a claim under the Warranty Certificate, St. Paul Guarantee determines that the claim is not valid or not covered under the Warranty Certificate, it will notify the Owner of the decision in writing, setting out the reasons for the decision.
- (d) The notice under Subsection J.3.1(c) will also set out the rights of the parties under the third party dispute resolution process referred to in Section J.1.1 of this Warranty Certificate.
- (e) Repairs will be undertaken in a timely manner, with reasonable consideration given to weather conditions and the availability of Materials and Labour.
- (f) On completion of any repairs, St. Paul Guarantee will deliver a copy of the repair specifications to the Owner, along with a letter confirming the date the repairs were completed and referencing the Warranty on repairs. Refer to Section I of this Warranty Certificate.

4.0 TRANSFER OF WARRANTY TO SUBSEQUENT PURCHASERS

- 4.1 (a) The Warranty Certificate pertains solely to the New Home for which it provides Warranty coverage and no notice to St. Paul Guarantee is required on a change of ownership.
- (b) All of the applicable obligations and unused warranty benefits under the Warranty Certificate are automatically transferred to any subsequent Owner(s) on a change of ownership.

K. DEFINITIONS

- 1.1 "Act of God" means an act occasioned by the forces of nature and beyond the reasonable control of the Builder, and includes but is not limited to: fire, flood, changes in or actions of the underground water table or any other subsurface water, earthquake, hail, landslide, lightning, strong winds, and freezing.
- 1.2 "Builder" means the person named in this Warranty Certificate.
- 1.3 "Building Code" means, as applicable,
- (a) the British Columbia Building Code established under the *Municipal Act*, or
 - (b) The Vancouver Building Bylaw established under the *Vancouver Charter*.
- In force at the time that the building permit was issued for the New Home or, in jurisdictions where a building permit is not required, in force when construction commences;
- 1.4 "Building Envelope" means the assemblies, components and materials of a New Home which are intended to separate and protect the interior space of the New Home from the adverse effects of exterior climatic conditions. Interior space of the New Home includes all material not directly exposed to exterior climatic conditions. Exterior climatic conditions means the direct effect of weather on the above-grade portion of the New Home.
- 1.5 "Building Envelope Warranty" means the Warranty against Building Envelope Defects provided pursuant to Subsection A.2.
- 1.6 "Commencement Date" means in respect of the New Home, Common Property or multi-unit building, the date the Warranty coverage commences, and as set out in part B hereof. Any determination by St. Paul Guarantee of the Commencement Date shall be binding on the parties to this Warranty Certificate;
- 1.7 "Common Property" has the same meaning as in the *Condominium Act*, but does not include land;
- 1.8 "Cooperative" means a building, or a portion of a building, provided for residential occupancy purposes to members of an association incorporated or continued under the *Cooperative Association Act*;
- 1.9 "Defect" means any design or construction that is contrary to the Building Code or that requires repair or replacement due to the negligence of a Builder or person for whom the Builder is responsible at law;
- 1.10 "Delivery and Distribution Systems" means the mechanical and electrical systems for delivery and distribution of electricity, water, waste, heat and air within and throughout a New Home, but excludes plumbing and electrical fixtures and appliances;
- 1.11 "Driveway" means a surface intended and constructed primarily to be used for vehicular access to or from the New Home;
- 1.12 "Expiry Date" means the expiration dates referenced in this Warranty Certificate pertaining to each applicable Warranty and after which such Warranty absolutely ceases to exist;
- 1.13 "Load Bearing" means subjected to or designed to carry loads in addition to its own dead load, but does not include a wall element subjected only to wind or earthquake loads in addition to its own dead load. The Load Bearing portions of the New Home are limited to the following:
- (a) foundation systems,
 - (b) support beams, posts, and columns,

- (c) load bearing walls, and
- (d) floor and roof support system.
- 1.14 "Materials and Labour" means only Materials and Labour supplied by the Builder for construction of the New Home.
- 1.15 "Materials and Labour Warranty" means the Warranty against defects in materials and labour provided to an Owner pursuant to Section A hereof.
- 1.16 "Material Damage" means damage which materially and adversely affects the use of the New Home for residential occupancy.
- 1.17 "New Home" means the New Home specified in this Warranty Certificate and which is a building or portion of a building, that is newly constructed and intended for residential occupancy, or a non-residential building, or portion thereof, converted to use for residential occupancy and sale, that is a single, self-contained residence usually containing cooking, eating, living, sleeping, and sanitary facilities.
- 1.18 "Owner" means the person who:
 - (a) purchases an interest in the New Home, or
 - (b) contracts with a Builder to construct a New Home, and includes
 - (c) a person who purchases a life interest in the New Home,
 - (d) a Cooperative, corporation or society having an ownership interest in the New Home, and
 - (e) a subsequent Owner of the New Home;
- 1.19 "Strata Corporation" means the corporation created pursuant to the Condominium Act R.S.B.C. 1996, Chapter 64, and amendments thereto for the purpose of the Warranty, that body charged with the obligation to administer the Common Property Warranty.
- 1.20 "Strata Plan" means a strata plan as defined in the Condominium Act R.S.B.C. 1996, Chapter 64, and amendments thereto; including strata units and common property as therein defined.
- 1.21 "Structural Damage" means damage which results from a Structural Defect and must be visible and measurable, and must exceed allowable tolerances established by St. Paul Guarantee, provided always that Structural Damage caused by an Act of God, an act or omission of a Third Party, or other causes not directly related to Material and Labour provided by the Builder, or those for whom the Builder is responsible at law, are excluded from the Warranty herein provided. The presence of water in itself, in any form, will not be considered as a Structural Damage;
- 1.22 "Structural Defect" means a Defect in the New Home resulting in failure of any Load Bearing portion which affects the Load Bearing function of the New Home.
- 1.23 "Structural Defects Warranty" means the Warranty against Structural Defects provided to an Owner pursuant to Section A hereof.
- 1.24 "Third Party" means any third party or combination of third parties for whom the Builder is not at law responsible.
- 1.25 "Warranty" means only this Certificate and those Warranty coverages, terms, and conditions set out in this Warranty Certificate.

This Warranty Certificate is to be read and interpreted as a whole and represents the entire contract between St. Paul Guarantee and the Owner.

EXHIBIT J

PROPOSED FORM OF OFFER TO PURCHASE AND AGREEMENT SALE

OFFER TO PURCHASE AND AGREEMENT OF SALE

TAPESTRY

DATE OF OFFER: _____, 2005

VENDOR:
Concert Real Estate Corporation
900 - 1190 Hornby Street
Vancouver, B.C. V6Z 2K5
Tel: (604) 688-9460 Fax: (604) 688-6852

VENDOR'S SOLICITORS:
McCarthy Tétrault LLP (Att'ns: B. Ellingson)
1300 - 777 Dunsmuir Street
Vancouver, B.C. V7Y 1K2
Tel: (604) 643-7100 Fax: (604) 643-7900

1.1 THE PURCHASER(S):

Full Name: _____
(Mr. Miss Ms. Mrs.)

Full Name: _____
(Mr. Miss Ms. Mrs.)

S.I.N. _____

S.I.N. _____

Occupation: _____

Occupation: _____

Address: _____

Address: _____

Postal Code: _____

Postal Code: _____

Tel: _____ Fax: _____

Tel: _____ Fax: _____

Bus: _____ E-mail: _____

Bus: _____ E-mail: _____

1.2. PURCHASER'S SOLICITORS (if known):

1.3. LEGAL DESCRIPTION: Strata lot# _____ (the "Strata Lot") to be constructed in a development known as "Tapestry" (the "Development") to be located upon certain lands and premises located in Vancouver, B.C. and currently legally described as, Parcel Identifier: D25-948-873, Parcel "A", Block 418, District Lot 526, Group 1, New Westminster District, Plan BCP11349 (the "Lands").

1.4. CIVIC ADDRESS: Suite # _____, Vancouver, B.C.

1.5. PURCHASE PRICE: \$ _____ (excluding GST)
_____ Dollars

1.6. ESTIMATED MONTHLY MAINTENANCE FEE: \$ _____

1.7. DEPOSIT: Initial deposit of \$1,000.00 payable upon acceptance of this offer by the Vendor, to be increased to a total of \$ _____ on the earlier of the date that all subject conditions, if any, set out herein are waived or removed and _____, 2005, and further increased to a total of \$ _____ on or before September 30, 2006. The foregoing deposit amounts, when paid, are collectively referred to as the "Deposit".

1.8. COMPLETION DATE: see section 4.1.

1.9. POSSESSION DATE (not to be on or before the Completion Date): see section 6.2.

1.10. AGENT INFORMATION:

(a) Selling Agent: _____ (b) Selling Salesperson: _____

(c) Phone: _____ (d) Cellular: _____ (e) Fax: _____

1.11. CONDITIONS: _____

1.12. OFFER: The Purchaser hereby offers to purchase the Strata Lot on the above conditions and on the further conditions set out herein. This offer is open for acceptance until _____, 2005 and upon acceptance by the Vendor signing a copy of this offer there shall be a binding agreement of purchase and sale on the terms and conditions attached hereto.

PURCHASER: _____ Witness: _____

PURCHASER: _____ Witness: _____

1.13. ACCEPTANCE: This offer is accepted by the Vendor as at the _____ day of _____, 2005 (the "Acceptance Date").

CONCERT REAL ESTATE CORPORATION

Per: _____
Title: Vice President

1.14. AGREEMENT: If the Purchaser's offer (contained in section 1.12) is accepted by the Vendor, the Purchaser agrees to purchase the Strata Lot from the Vendor, at the price and upon the terms set out herein, subject to the exceptions listed in subsection 23(1) of the Land Title Act (British Columbia) and the encumbrances and proposed encumbrances (collectively, the "Permitted Encumbrances") described in the disclosure statement dated June 29, 2005, as amended from time to time (collectively, the "Disclosure Statement") in respect of the Development.

The Purchaser acknowledges that the Purchaser is purchasing a residential strata lot which is to be constructed substantially in accordance with the plans and specifications (the "Plans and Specifications") for the Strata Lot as included in the drawings prepared by Nigel Baldwin Architects Ltd. (the "Architect"), the Vendor's architect for the Development, which have been signed for identification by the Vendor and which are available for review at the Vendor's office at the address set out above.

2.0 DESCRIPTION OF STRATA LOT

2.1 The Strata Lot. The Strata Lot is the interior of the dwelling unit to be built in accordance with the Plans and Specifications as part of the Development to be constructed upon the Lands, which dwelling unit is to be located in the area identified by the strata lot number set out in section 1.3 hereof on the Draft Strata Plan attached as Exhibit A to the Disclosure Statement. The Strata Lot will include a new KitchenAid electric cooktop, built-in wall oven, cooktop hood fan and freestanding microwave or a built-in combination microwave/hood fan, refrigerator, dishwasher, in-sink disposal, Whirlpool stacking washer and dryer and roller blinds for exterior windows. The Vendor may substitute materials of reasonable equivalent quality and make minor modifications in features and design of the Development and Strata Lot as are desirable and reasonable in the opinion of the Architect or the Vendor's interior designer, and may use materials other than as prescribed in the Plans and Specifications, all without compensation to the Purchaser. Display suite furnishings, decorator features and fixtures demonstrated in the display suite vignettes at the Vendor's sales centre (the "Sales Centre") located at 715 West 12th Avenue, Vancouver, B.C. are not included and specifically, without limitation, the following items are not included: hanging dining room light fixtures, built-in millwork and wall shelving, decorator wall coverings or wall treatments and draperies. The paint colour throughout the Strata Lot will be neutral for the selected colour scheme for the Strata Lot (see below).

Colour scheme of the Strata Lot: Teak Ash Ebony

If the Purchaser has not selected a colour scheme for the Strata Lot at the time the Purchaser's offer (contained in section 1.12) is accepted by the Vendor, the Purchaser will, within 14 days of acceptance of the Purchaser's offer by the Vendor, inform the Vendor by written notice of his or her selection. If written notice is not received by the Vendor from the Purchaser within such 14 day period, the Vendor will be entitled, in its sole and absolute discretion, to select the colour scheme for the Strata Lot on the Purchaser's behalf and the Purchaser agrees to accept such selection.

3.0 PURCHASE PRICE, DEPOSIT AND PAYMENT

3.1 Purchase Price. The purchase price (the "Purchase Price") for the Strata Lot is as set out in section 1.5 hereof. The Purchase Price will be paid as follows:

- (a) the amounts comprising the Deposit set out in section 1.7 shall be paid by the Purchaser, by certified cheque or bank draft, to the Vendor's Solicitors, in trust; and
- (b) the balance of the Purchase Price, as adjusted, shall be paid by certified cheque or bank draft on the Completion Date (defined in section 4.1).

3.2 Deposit. The Deposit shall be paid to and held in trust by the Vendor's Solicitors. The Deposit shall be released to the Vendor on the Completion Date (defined in section 4.1) or on termination of this Agreement prior to the Completion Date, if such termination does not occur as a result of default of the Vendor under this Agreement or as provided for in subsection 6.1(e). Subject to this section 3.2, interest on the Deposit (less a reasonable administration fee) will be for the benefit of the Purchaser unless the Purchaser defaults in his or her obligations hereunder, in which case the Vendor may, at its option retain the Deposit and interest thereon on account of damages without prejudice to any other remedy which the Vendor may have in respect of the Purchaser's default.

As provided for in the *Real Estate Development Marketing Act* (British Columbia), upon the Vendor entering into a deposit protection contract with respect to the Deposit (or any portion thereof), the Deposit (or such portion thereof) shall be released by the Vendor's Solicitors to the Vendor (or its order) and used by the Vendor for purposes related to the Development, including the construction and marketing thereof, and the Vendor's Solicitors are hereby irrevocably authorized to do so. Interest on the Deposit (or such portion thereof) shall accrue to the benefit of the Purchaser only until such time as the Deposit (or such portion thereof) are so released after which the Purchaser shall not be entitled to the benefit of any further accrued interest.

3.3 Certified Cheques and Bank Drafts. All amounts payable by the Purchaser hereunder on account of the Deposit or the Purchase Price shall be paid by certified cheque or bank draft, which shall be drawn on or issued by, as the case may be, a Canadian chartered bank that is referred to in Schedule A to the *Bank Act* (Canada) or another financial institution that is acceptable to the Vendor.

3.4 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "Lien Holdback") shall be paid on the Completion Date (defined in section 4.1) to the Vendor's Solicitors to be held in trust pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the Lower Mainland Land Title Office (the "Land Title Office") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest-bearing trust account and to pay to the Vendor on the 36th day after the Strata Lot is conveyed to the Purchaser the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the solicitors for the Purchaser (the "Purchaser's Solicitors") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of funds into Court if desired by the Vendor, in the name of the Vendor or the Purchaser or otherwise.

Tapestry (8/13/05)
Page 2

_____ # _____
Strata Lot Suite Purchaser(s) Initials

4.0 **COMPLETION OF THE PURCHASE AND SALE**

4.1 **Completion Date.** The Vendor will give the Purchaser a written notice (the "Closing Notice") of the date the Vendor expects both that the Strata Lot will be capable of being occupied and that a transfer of the Strata Lot to the Purchaser can be registered in the Land Title Office. The Strata Lot will be considered to be capable of being occupied if the City of Vancouver (the "City") has given permission for the Strata Lot to be occupied, whether such permission is temporary or final or permits the occupation of any other part of the Development. The completion of the purchase and sale of the Strata Lot shall take place on the day (the "Completion Date") that is the earliest day that is at least eight Business Days (a "Business Day" being every day except Saturdays, Sundays and statutory holidays in Vancouver, B.C.) after the Closing Notice is given to the Purchaser and is a day on which the Strata Lot is capable of being occupied and a transfer of the Strata Lot to the Purchaser can be registered in the Land Title Office. It is presently anticipated that the Completion Date will be on or about February 15, 2008.

4.2 **Non-Completion.** If by December 31, 2008 (or such later date which results from the application of section 4.4 then by such later date), the Completion Date has not occurred, the Purchaser may, by written notice to the Vendor, cancel this Agreement, whereupon the Purchaser will be entitled to repayment of the Deposit and neither party shall have any claim against the other party under or in respect of this Agreement.

4.3 **Cancellation Right.** If by June 30, 2005 (or such later date which results from the application of section 4.4, then by such later date), the construction of the Development has not commenced, the Vendor may cancel this Agreement by giving 10 business days written notice of such termination to the Purchaser or the Purchaser's Solicitors on or before August 31, 2006. If the Vendor has not given such written notice by such date, this Vendor's right to terminate will be of no further force and effect. For the purposes of this section, the construction of the Development will be deemed to have commenced once the pouring of the concrete for the foundation of the Development has commenced. In the case of cancellation of the Agreement pursuant to this section, the Purchaser will be entitled to repayment of the Deposit plus actual interest earned thereon and neither party shall have any claim against the other party under or in respect of this Agreement.

4.4 **Delay.** If the Vendor is delayed in completing the Strata Lot or the sale thereof or performing any obligation herein as a result of earthquake, fire, explosion or accident, however caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining or unavailability of labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, breakage or other casualty, climatic conditions, interference of the Purchaser or any other event beyond the control of the Vendor, then the time within which the Vendor must do anything hereunder, and the dates referred to in sections 4.2 and 4.3, will be extended for a period equivalent to the period of such delay.

5.0 **CONVEYANCE AND ADJUSTMENT**

5.1 **Conveyance.** The Purchaser will cause the Purchaser's Solicitors to prepare and deliver to the Vendor at least four Business Days prior to the expected date of completion set out in the Closing Notice, a statement of adjustments prepared in accordance with section 5.2 and a Form A - Freehold Transfer (the "Transfer") of the Strata Lot from the Vendor to the Purchaser. The transfer of the Strata Lot will be subject to the Permitted Encumbrances and the Vendor's financing arranged in connection with the construction of the Development, provided that the Vendor's Solicitors undertake, upon receipt of the balance of the Purchase Price due on the Completion Date, to pay to the Vendor's lender under such financing the amount required to obtain partial discharges of the lender's security over the Strata Lot and to take reasonable steps to both obtain such partial discharges and file them in the Land Title Office within a reasonable period of time after receiving the balance of the Purchase Price due on the Completion Date. The Vendor will execute the Transfer and the statement of adjustments to the Purchaser's Solicitors prior to the Completion Date on the condition that the Purchaser (or the Purchaser's Solicitors on behalf of the Purchaser) fulfills the Purchaser's obligations to pay the Lien Holdback to the Vendor's Solicitors on the Completion Date, that forthwith upon the Purchaser's Solicitors obtaining a post-registration index search from the 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 Vendor's financing to be discharged and any encumbrances caused or granted by the Purchaser, the Purchaser's Solicitors will cause the balance of the Purchase Price due on the Completion Date to be paid to the Vendor's Solicitors on the undertaking of the Vendor's Solicitors referred to in this section, and that if the Transfer is not filed for registration in the Land Title Office on or before the Completion Date, the Transfer will be returned to the Vendor's Solicitors on demand.

5.2 **Adjustments.** The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the Strata Corporation of which the Strata Lot forms part, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot shall be made, as of the Completion Date. If any item of adjustment is not specifically allocable to the Strata Lot, that item shall be adjusted in the manner determined by the Vendor, acting reasonably.

6.0 **MISCELLANEOUS**

6.1 **Time of the Essence.** Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable by the Purchaser hereunder are paid when due, then the Vendor may, at the Vendor's option:

- (a) terminate this Agreement and in such event the Deposit together with all accrued interest thereon will be absolutely forfeited to the Vendor on account of damages (being the minimum amount of damages the parties agree the Vendor is expected to suffer as a result of such termination), without prejudice to the Vendor's other remedies, including a right to recover any additional damages; or
- (b) elect to extend the time for completion and complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 3% per annum above the annual rate of interest designated by the Vendor's principal bank as its "prime rate", as that rate changes from time to time, such interest to be calculated from the date upon which such payment and amounts were due to the date upon which such payment and amounts are paid.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subsection 6.1(b), the Vendor, at its sole option, may thereafter elect to terminate this Agreement pursuant to subsection 6.1(a) or permit a further extension pursuant to subsection 6.1(b).

_____ # _____
Strata Lot Suite Purchaser(s) Initials

6.2 **Risk and Possession.** The Strata Lot is to be at the risk of the Vendor until 12:01 a.m. on the Completion Date and thereafter will be at the risk of the Purchaser. As long as the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot have been paid in full, the Purchaser may have possession of the Strata Lot for the purpose of occupying the same at 12:00 p.m. (noon) on the day immediately following the Completion Date, or such later date as agreed between the parties.

6.3 **Purchaser's Acknowledgements.** The Purchaser acknowledges and agrees that:

- (a) the Purchaser has received a copy of and has been given a reasonable opportunity to read the Disclosure Statement together with any amendments thereto and, in particular, but without limitation, the Purchaser has read and understood the descriptions of parking and storage locker allocation intended for the Development;
- (b) the Purchaser has been informed and understands that the project sales representatives are employees and/or agents of the Vendor and that the Vendor has an agency relationship with Concert Realty Services Ltd.;
- (c) there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor or any of its agents or employees, other than those contained herein or in the Disclosure Statement;
- (d) the Purchaser will pay all costs in connection with the purchase and sale of the Strata Lot (including the Purchaser's Solicitors' fees and disbursements, federal goods and services tax, provincial property transfer tax and any other applicable tax), other than the costs incurred by the Vendor in clearing title to the Strata Lot of financial encumbrances;
- (e) the particulars of the issued building permit for the Development to be provided in the Amendment (defined in section 6.13) do not materially affect the offering or the Strata Lot;
- (f) the civic address of the building in the Development, the suite and strata lot number assigned to the Strata Lot, and the address assigned to the Development as of the date hereof are all subject to change at the discretion of the Vendor, without compensation to the Purchaser;
- (g) the display suite vignettes located at the Sales Centre are intended to represent the general style of the Development only and are not intended to represent specific floor plans, building design, features, finishes and specifications of the Development. Actual design, room dimensions, room configurations and layouts of suites in the Development will vary; due to the nature of the material, the hardwood flooring to be installed in the Strata Lot may have colour variations and the colouration will change over time when exposed to sunlight; and
- (h) the roller blinds to be installed on the exterior windows are intended to be sunscreens to limit the amount of daylight entering the Strata Lot, and while they may provide a certain amount of privacy from outside viewers during the daytime, they should not be relied upon to provide privacy within the Strata Lot at night or in low light conditions.

6.4 **Privacy Consent.**

- (a) The Purchaser consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise collected by or on behalf of the Vendor and its agents, affiliates and service providers (collectively, the "Information") for the following purposes:
 - (i) to complete the transaction contemplated by this Agreement;
 - (ii) to engage in business transactions, including securing financing for the construction of the Development;
 - (iii) to provide ongoing products and services to the Purchaser;
 - (iv) to market, sell, provide and inform the Purchaser of the Vendor's products and services, including information about future projects;
 - (v) additional purposes identified when or before the Information is collected; and
 - (vi) as otherwise provided in the Vendor's Privacy Policy, a copy of which can be obtained upon request.
- (b) The Purchaser consents to the collection, use and disclosure of the Information to agents, contractors and service providers of the Vendor and its affiliates in connection with the above purposes.
- (c) Subject to legal and contractual requirements, the Purchaser may refuse or withdraw consent to certain of these purposes at any time by contacting the Vendor's privacy officer at the address set out above. If the Purchaser refuses or withdraws consent, the Vendor may not be able to provide or continue to provide certain products, services and information to the Purchaser.

6.5 **No Registration.** Neither this Agreement nor any interest in the Strata Lot created hereunder shall be registered in the Land Title Office except for a transfer of the Strata Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and does not create an interest in land.

6.6 **Assignment.** The Purchaser shall not assign the Purchaser's interest in the Strata Lot or in this Agreement or direct the transfer of the Strata Lot to any other or additional party without the prior written consent of the Vendor, which consent may be arbitrarily withheld. For greater certainty, the Vendor will not consent to an assignment by the Purchaser of his or her interest in the Strata Lot or in this Agreement: (a) unless 100% of the strata lots in the Development are sold; and/or (b) at any time after November 30, 2007. The Purchaser will pay to the Vendor a fee in the amount of \$2,500.00 in respect of such assignment and the Purchaser will comply with any other conditions imposed by the Vendor as conditions to its consent. Notwithstanding the foregoing, the Purchaser may assign the Purchaser's interest in the Strata Lot or this Agreement or direct transfer of the Strata Lot to a spouse (including a common law spouse), child or parent of the Purchaser or to a company of which the Purchaser is a principal without payment of a fee to the Vendor. Notwithstanding any such assignment, the Purchaser will not be released from this Agreement and will remain fully liable hereunder and will remain bound to the Vendor for the fulfillment of the obligations contained herein.

6.7 **No Solicitation.** The Purchaser covenants and agrees that prior to the Completion Date the Purchaser will not list for sale or lease, solicit offers for sale or lease from the public, advertise for sale or lease, nor directly or indirectly permit any third party to list or advertise the Strata Lot or the assignment of this Agreement without the prior written consent of the Vendor, which consent may be arbitrarily withheld. For greater certainty, the Purchaser covenants and agrees not to enter into any listing agreement under the multiple listing service (MLS) of The Vancouver Real Estate Board or any board of The British Columbia Real Estate Association or The Canadian Real Estate Association.

6.8 **Service Facilities.** The Purchaser acknowledges that the Development will include service facilities and equipment required by the City and any other governments/authority having jurisdiction over the Development in connection therewith such as transformers, fire hydrants, vents, ducts, fans and other such facilities and equipment (the "Service Facilities"). The Service Facilities will be located within the Development as required by the City and any other governmental authority having jurisdiction over the Development or recommended by the Vendor's consultants. The Purchaser acknowledges that the current plans for the Development may not indicate the location of all the Service Facilities and that the Vendor reserves the right to relocate, add or delete all or a portion of the Service Facilities as deemed necessary by the Vendor, without compensation to the Purchaser.

Tricity (803/05)
Page 4

Strata Lot Suite Purchaser(s) Initials

6.9 **Governing Law.** This offer, the agreement of sale resulting from the acceptance of this offer and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof.

6.10 **Purchaser Comprising More Than One Party.** If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties shall be deemed to have been given at the same time to each other such party.

6.11 **Execution of Counterparts and Delivery of Telecopied Agreement.** This Agreement may be executed by the parties in counterparts or transmitted by facsimile or both, and will be for all purposes as effective as if the parties had executed and delivered to one another a single original Agreement.

6.12 **Notices and Tender.** Any notice to be given to or documents to be tendered on the parties will be well and sufficiently given if addressed to the respective parties or their respective solicitors, and sent by regular mail, postage prepaid, or delivered by hand or transmitted by facsimile to the applicable address or facsimile number set out on page 1 hereof. Such notice or documents will be deemed to be received if so delivered or transmitted, when delivered or transmitted, and if mailed, on the third business day after mailing.

6.13 **Amendment to Disclosure Statement.** In accordance with the provisions of the *Real Estate Development Marketing Act* (British Columbia), the Vendor acknowledges that:

- (a) The Purchaser may cancel this Agreement for a period of seven days after receipt of the amendment to the Disclosure Statement (the "Amendment") that sets out particulars of the issued building permit if the layout or size of the Strata Lot, in the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit;
- (b) If the Amendment that sets out particulars of an issued building permit is not received by the Purchaser within 12 months after the Disclosure Statement was filed, the Purchaser may at his or her option cancel this Agreement at any time after the end of that 12 month period until the Amendment is received by the Purchaser, at which time the Purchaser may cancel this Agreement for a period of seven days after receipt of the Amendment only if the layout or size of the Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit;
- (c) The amount of the Deposit to be paid by the Purchaser who has not yet received the Amendment that sets out particulars of an issued building permit shall be no more than 10% of the Purchase Price; and
- (d) All deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser given in accordance with subsections 6.13(a) or (b).

_____ # _____
Strata Lot Suite Purchaser(s) Initials

