

FORM B - INFORMATION CERTIFICATE
(Section 59)

The Owners, Strata Plan NW 524 certify that the information contained in this certificate with respect to Strata Lot 97 is correct as of the date of this certificate.

- a. Monthly strata fees payable by the owner of the strata lot described above. \$545.74
- b. Any amount owing to the Strata Corporation by the owner of the strata lot described above (other than an amount paid into court or to the Strata Corporation in trust under section 114 of the Strata Property Act) \$ NIL
- c. Are there any agreements under which the owner of the strata lot described above takes responsibility for expenses relating to alterations to the strata lot, common property or the common assets? Yes, see attached.
- d. Any amount that the owner of the strata lot described above is obligated to pay in the future for a special levy that has already been approved. \$NIL
The payment is to be made by \$N/A
- e. Any amount by which the expenses of the Strata Corporation for the current fiscal year are expected to exceed the expenses budgeted for the fiscal year. \$NIL.
- f. The amount of the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund is \$499,615.00 (Nov. 2020)
- g. Are there any amendments to the Bylaws that are not yet filed in the land title office? NIL.
- h. Are there any resolutions passed by a $\frac{3}{4}$ vote or unanimous vote that are required to be filed in the land title office but that have not yet been filed in the land title office? NIL.
- i. Has notice been given for any resolutions, requiring a $\frac{3}{4}$ vote or unanimous vote or dealing with an amendment to the bylaws, that have not yet been voted on? NIL
- j. Is the Strata Corporation party to any court proceeding or arbitration, and/or are there any judgements or orders against the Strata Corporation. N/A
- k. Have any notices or work orders been received by the Strata Corporation that remain outstanding for the strata lot, the common property or the common assets? NIL.
- l. Number of strata lots in the Strata Plan that are rented. 77
- m. Are there any parking stall(s) allocated to the strata lot? YES.
- i) If no, see selected reason below.
- No parking stall is available
 - No parking stall is allocated to the strata lot but parking stall(s) within common property might be available
- ii) If yes, see selected row(s) indicating the parking stall(s) that apply.
- Parking stall(s) number(s) _____ is/are part of the strata lot
 - Parking stall(s) number(s) _____ is/are separate strata lot(s) or part(s) of a separate strata lot _____ (strata lot number(s), if known, for each parking stall that is a separate strata lot or part of a separate strata lot)
 - Parking stall(s) number(s) _____ is/are limited common property
 - Parking stall(s) number(s) 17 is/are common property

- iii) For each parking stall allocated to the strata lot that is common property, see selected row and required information below.
- **Parking stall(s) number(s) 17 is/are allocated with Strata Council approval***
 - Parking stall(s) number(s) _____ is/are allocated with Strata Council approval and rented at \$_____ per month*
 - Parking stall(s) number(s) _____ may have been allocated by owner developer assignment

Details: _____

***Note: The allocation of a parking stall that is common property may be limited as short term exclusive use subject to Section 76 of the Strata Property Act, or otherwise, and may therefore be subject to change in the future.**

n. Are there any storage locker(s) allocated to the strata lot? YES

- i) If no, see selected reason below.
- No storage locker is available
 - No storage locker is allocated to the strata lot but storage locker(s) within common property might be available
- iv) If yes, see selected row(s) indicating the storage locker(s) that apply.
- Storage locker(s) number(s) _____ is/are part of the strata lot
 - Storage locker(s) number(s) _____ is/are separate strata lot(s) or part(s) of a separate strata lot _____ (strata lot number(s), if known, for each storage locker that is a separate strata lot or part of a separate strata lot)
 - Storage locker(s) number(s) _____ is/are limited common property
 - **Storage locker(s) number(s) 7 is/are common property**
- v) For each storage locker allocated to the strata lot that is common property, see selected row and required information below.
- **Storage locker(s) number(s) 7 is/are allocated with Strata Council approval***
 - Storage locker(s) number(s) _____ is/are allocated with Strata Council approval and rented at \$_____ per month*
 - Storage locker(s) number(s) _____ have been allocated by owner developer assignment

Details: _____

***Note: The allocation of a storage locker that is common property may be limited as short term exclusive use subject to Section 76 of the Strata Property Act, or otherwise, and may therefore be subject to change in the future.**

Required Attachments

In addition to attachments mentioned above, Section 59 (4) of the Strata Property Act requires that copies of the following must be attached to this Information Certificate:

- ☒ The rules of the Strata Corporation
- ☒ The current budget of the Strata Corporation
- ☐ The owner developer's Rental Disclosure Statement under Section 139, if any; and
- ☐ The most recent depreciation report, if any, obtained by the Strata Corporation under Section 94.

Dated this 3rd day of March 2021

**JRS Window report, EXP building report on file.
No update budget as no AGM**



Signature of Strata Manager

ALTERATION AND INDEMNITY AGREEMENT

THIS AGREEMENT made as of the 6 day of FEB, 2013

BETWEEN:

THE OWNERS, STRATA PLAN NW 524, TIMES SQUARE, a Strata Corporation established under the *Strata Property Act*, S.B.C. 1998, c. 43, having an office c/o Strataco Management Ltd., 101 – 4126 Norland Avenue, Burnaby, B.C. V5G 3S8

(the "Strata Corporation")

AND:

T&L DEVELOPMENTS INC.
c/o HELEN NIKOLAS
905-5190 PATTERSON AVE.
BURNABY, BC
V5H 4H6

(the "Owner")

WHEREAS:

A. The Owner is the registered owner of certain lands and premises known civically as 402 – 4105 Maywood Street, Burnaby, British Columbia, which is part of the complex known as "Times Square", and whose lands and premises are legally described as Strata Lot 97 in Strata Plan NW 524 (the "Strata Lot");

B. The Strata Corporation is responsible for the control, repair and maintenance of the common property, including limited common property and the administration of the Strata Corporation; and

C. The Owner made a request to undertake to the Strata Corporation to make certain alterations to the Strata Lot and the common property, including limited common property and the Strata Corporation agreed subject to the Owner assuming responsibility for the repair and maintenance of the alterations.

IN CONSIDERATION of the recitals, covenants and agreements contained herein, other good and valuable consideration and the sum of ONE (\$1.00) Dollar, now paid by each of the parties to the other (the receipt and sufficiency of which are hereby acknowledged), the Strata Corporation and the Owner covenant and agree as follows:

1. The Strata Corporation has allowed certain changes to the Strata Lot and/or common property, including limited common property of the Strata Corporation and the Owner has agreed to make the changes to the Strata Lot and/or common property, including limited common property in accordance with the terms and conditions of this Agreement.

2. The Strata Corporation authorizes the Owner to install, at the Owner's sole cost and expense and to make alterations as follows:
 - (a) Installation of laminate flooring_____;
 - (b) _____;
 - (c) _____; and
 - (d) _____
(collectively referred to herein as the "Works").
3. The Owner hereby acknowledges that the common property, affected by the Works, is in a good state of repair.
4. The Owner covenants and agrees with the Strata Corporation:
 - (a) that the Works were done in accordance with the plans and/or specifications (the "Plans") dated N/A prepared by N/A, copies of which have been provided to the Strata Corporation for approval prior to the commencement of any installation of the Works;
 - (a) to obtain and maintain in force "all risks" insurance for the Works, for not less than the full replacement cost and comprehensive general liability insurance respecting the use and occupancy of any common property, including limited common property, affected by the Works and to name the Strata Corporation as additional named insured on any such policy and provide a copy of the insurance to the Strata Corporation, if so requested;
 - (b) to maintain, replace and repair the Works at the Owner's sole cost and expense;
 - (c) that the installation, maintenance, replacement and repair of the Works must be conducted:
 - (i) with due care, preparation and precautions to protect and maintain all strata lots and the common property, including limited common property, the roofing and the building envelope;
 - (ii) to, at minimum, the standard of existing structures and materials in terms of quality and appearance;
 - (iii) using contractor(s) approved by the Strata Corporation;

- (iv) with the Owner responsible for obtaining at its own cost at permit(s) required from the City of Burnaby for the Work (if applicable), a copy of which must be provided to the Strata Corporation prior to the commencement of the Work; and
 - (v) with the Owner responsible for the removal of all debris and materials after the installation.
- 5. These conditions shall be considered permanent conditions and covenants which are binding on the Owner and subsequent owner(s) from time to time of the Strata Lot.
- 6. The Owner agrees to observe and comply with all laws, ordinances, regulations, orders, licences and permits of all constituted authorities having jurisdiction with respect to the Works, including the bylaws and rules from time to time of the Strata Corporation and the provisions of the *Strata Property Act*, S.B.C. 1998, c. 43 and the Regulations thereto, as may be amended from time to time and any successor statute.
- 7. The Owner will not permit, do or cause anything to be done to the Strata Lot or common property, including limited common property, at any time which would allow any liens, certificates of pending litigation, judgments or any charges of any nature whatsoever to be imposed or to remain upon any strata lot in or common assets of the Strata Corporation. In the event of the registration of any lien or other encumbrance by a contractor, subcontractor or supplier of another person or of the Owner in respect of the Works, the Owner will, at its own expense, immediately cause the same to be discharged and if the Owner does not discharge the lien within fifteen days of receiving notice thereof, the Strata Corporation may pay such lien or, in the Strata Corporation's sole discretion may avail itself of any provisions of the *Builders' Lien Act* (British Columbia) to discharge the lien and the Owner will pay to the Strata Corporation, on demand, all amounts so paid and all the Strata Corporation's costs, including Court costs and legal costs, in connection therewith.
- 8. If the Strata Corporation needs to maintain, repair or replace the common property, including limited common property, or any strata lot which maintenance, repair or replacement affects the Works, the Owner and not the Strata Corporation will be liable for and be required to pay the cost to remove, restore and replace the Works, as the case may be.
- 9. If the Strata Corporation determines, in its sole discretion, that alterations or repairs must be made to the Works for the safety, preservation, proper administration or improvement of the Strata Lot, any other strata lot or the common property, including limited common property, then on seven (7) days prior, written notice to the Owner, the Owner must make such alterations or repairs, failing which, the Strata Corporation may, at the Owner's sole cost and expense, make such alterations or repairs to the Works as the Strata Corporation deems necessary.
- 10. The Owner and any subsequent owner receiving the benefit of the Works must be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the Works including, but not limited to the installation of the Works.

11. The Owner and any subsequent owner who receives the benefit of the Works must, with respect only to claims or demands arising during the time that they shall have been the owner, indemnify and save harmless the Strata Corporation, its Council members, contractors, employees and agents and the other owners in the Strata Corporation against any and all claims, demands, expenses, costs, damages, charges, actions and other proceedings made or brought against, suffered by or imposed upon the Strata Corporation or its property with respect to any loss, damage or injury, including death, directly or indirectly, arising out of, resulting from or sustained by the Strata Corporation by reason of the Works.
12. Any costs or expenses incurred by the Strata Corporation as the result of such claim or demand will be the responsibility of the Owner and any subsequent owner of the Strata Lot who has benefited from the Works and the said costs or expenses incurred must be charged to that owner and shall be added to the strata fees of that strata lot for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the due date of payment of monthly strata fees.
13. The Owner will forthwith give notice in writing to the Strata Corporation of any damage to any strata lot or common property, including limited common property that may give rise to an insurance claim.
14. This Agreement will enure to the benefit of and be binding upon the Owner and any subsequent owner(s) from time to time of the Strata Lot.
15. The benefit of this Agreement may not be assigned by the Owner except to the owner(s) from time to time of the Strata Lot, each of whom will, upon becoming the owner of the Strata Lot, be deemed to have assumed all of the obligations of the Owner hereunder.
16. The Owner agrees to deliver to any prospective purchaser of the Strata Lot, a copy of this Agreement and to require that, as a term of any contract of purchase and sale in respect of the Strata Lot, the purchaser(s) agree to execute and to deliver to the Strata Corporation, on the completion date, an assignment of this Agreement or an agreement in the form of this Agreement and to be bound by the terms herein or therein, as the case may be.
17. The Owner hereby acknowledges receipt of a copy of this Agreement and acknowledges that this Agreement and the bylaws and rules of the Strata Corporation (as may be amended from time to time) constitute the entire agreement between the Strata Corporation and the Owner with respect to the Works.
18. The voiding of any part of this Agreement by judicial, legislative or administrative means will not void the remainder of this Agreement.
19. The waiver by the Strata Corporation of any failure by the Owner to conform to the provisions of this Agreement will not affect the Strata Corporation's rights in respect of any later failure.

20. If the Owner is comprised of more than one person, all covenants, agreements and undertakings on the part of the Owner contained in this Agreement will be construed as both joint and several.
21. This Agreement will enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and permitted assigns.

IN WITNESS WHEREOF the Strata Corporation and the Owner have executed and delivered this Agreement as of the date first above written.

Helen Nicolas
Owner

[Signature]
Witness

HELEN NICOLAS
(Print Name)

Name DEBBIE NICOLAS

Address 3698 SWANSTON CRES.

SURREY, BC V3S-0H9

Occupation BUSINESS MANAGER

(For Strata Corporation use only)
Ensure two Members of Council Sign

THE OWNERS, STRATA PLAN NW 524
by its authorized signatories

[Signature]
Strata Council Member

[Signature]
Strata Council Member