

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

# ELAN

Vancouver, British Columbia

Date of Original Disclosure Statement: January 27, 2005

Date of First Amendment: October 27, 2005

The following is the First Amendment to the Disclosure Statement (the "First Amendment") with respect to an offering for the sale of certain strata lots located at 1255 Seymour Street, Vancouver, British Columbia, in a development known as ELAN (the "Development").

Developer: Cressey Seymour Development Ltd. and  
Seymour Street Development Limited Partnership

Registered Office: 800 – 925 West Georgia  
Vancouver, BC  
V6C 3L2

Mailing Address and  
Address for Service: 800 – 925 West Georgia  
Vancouver, BC  
V6C 3L2

Developer's Real Estate Broker: MAC Real Solutions.  
505 – 1250 Homer Street  
Vancouver, BC  
V6B 1C6

### ***Disclaimer***

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

## FIRST AMENDMENT TO DISCLOSURE STATEMENT

1. As the Developer's office location has changed Section 1.3 of the Disclosure Statement is hereby deleted and replaced with the following:

### **2.1 Registered and Records Office Address**

The Developer's registered and records office address is:

800 – 925 West Georgia Street  
Vancouver, B.C.  
V6C 3L2

2. The configuration of the parking lot has been modified which has altered the number of Parking Stalls, Storage Areas and Bicycle Lockers. In addition, the Developer now retains the option to lease up to 60 Parking Stalls to owners of strata lots in neighbouring strata developments. Accordingly, Section 3.6 of the Disclosure Statement is hereby deleted and replaced with the following:

### **3.6 Parking, Bicycle Lockers and Storage Areas**

The Development will include approximately 307 parking stalls (the "Parking Stalls") that will be designated as Common Property on the Strata Plan. All of the Parking Stalls, will be located in a 4 level underground parking facility and a total of 6 Parking Stalls will be reserved for visitor parking (the "Visitor Stalls"). The Development will include approximately 71 storage areas (the "Storage Areas") and approximately 307 bicycle lockers (the "Bicycle Lockers"). The layout of the Parking Stalls, Storage Areas and Bicycle Lockers, as set out in the Preliminary Plan attached as Exhibit "A" of this Disclosure Statement, may be substantially changed prior to the filing of the final Strata Plan.

As set out in Section 4.3 (e) of this Disclosure Statement, an easement has been registered against title to the Lands which secures the exclusive use of 3 Parking Stalls in favour of the Federal Motor Company Building located adjacent to the Lands, on the corner of Drake and Seymour Street (the "Federal Building"). The Developer may lease up to an additional 7 Parking Stalls to the owner of the Federal Building. The Developer may also lease up to 60 Parking stalls to owners of strata lots in neighbouring strata developments.

All of the Parking Stalls (except for the Visitor Stalls), the Storage Areas and the Bicycle Lockers will be leased by the Developer to a third party tenant (the "Parking Tenant") pursuant to a lease substantially in the form attached as Exhibit "H" to this Disclosure Statement (the "Parking/Storage Area Lease") to be entered into prior to registration of the Strata Plan.

The Developer may cause the Parking Tenant to assign the right to the sole use of any of the available Parking Stalls, Storage Areas or Bicycle Lockers to the owners and occupants of the Strata Lots on the terms established from time to time by the Developer. Upon the transfer of a Strata Lot to a purchaser, the Developer will cause the Parking Tenant to assign such purchaser the interest under the Parking/Storage Area Lease in the particular Parking Stall, Storage Area and/or Bicycle Locker assigned to the purchaser by the Developer using the form of assignment attached hereto as Exhibit "I", as amended from time to time.

The confirmation and size of the Parking Stalls, Bicycle Lockers and Storage Areas is subject to change by the Developer without compensation to the Strata Corporation and/or purchasers of the Strata Lots.

Exhibits "H" and "I" to the Disclosure Statement are hereby deleted and replaced with Exhibits "H" and "I" attached to this First Amendment to Disclosure Statement. In addition, subsection 2 of Bylaw 32 of Exhibit "C" to the Disclosure statement is hereby deleted.

3. Several encumbrances have now been registered against title to the Lands. Section 4.3 of the Disclosure Statement is hereby deleted and replaced with the following:

**4.3 Existing Encumbrances and Legal Notations**

The following encumbrances are registered against title to the Lands:

- (a) Easement and Indemnity Agreement (1933) 96332H, in favour of the City of Vancouver, is a road widening easement permitting the owner to construct a sidewalk crossing on the west side of Seymour Street. The owner agrees to indemnify the City from any claims made against it related to the crossing. The Developer estimates that this encumbrance will be removed from title prior to subdivision;
- (b) Easement and Indemnity Agreement (1933) 96892H, in favour of the City of Vancouver, is a road widening easement permitting the owner to construct a sidewalk crossing on the west side of Seymour Street. The owner agrees to indemnify the City from any claims made against it related to the crossing. The Developer estimates that this encumbrance will be removed from title prior to subdivision;
- (c) Easement (2000) BP33821 through BP33822. This is a reciprocal easement whereby the owner of the Lands and the City of Vancouver, which owns a neighboring property located on Seymour Street adjacent to the north of the Development, permit the other to underpin and swing the boom of a construction crane over their property if needed in order to proceed with a construction project. Following the development of the Lands, the Developer will endeavor to have this encumbrance discharged;
- (d) Covenant BX309552, is a single site covenant (section 219) registered in favour of the City of Vancouver whereby the Lands and the Federal Building, located adjacent to the Lands on the corner of Drake and Seymour Street, are treated as one parcel of land for the purposes of calculating the maximum allowable floor space that may be built on the Lands and the Federal Building. It is intended that this encumbrance will remain on title after subdivision;
- (e) Easement BX309553 and Covenant BX309554 are an access easement and section 219 covenant whereby the owner of the Lands agrees to grant the owner of the Federal Building an easement over the Lands for the purpose of parking three automobiles within the commercial parking area to be constructed on the Lands and gaining access to and egress from the Federal Building loading facility which is located on the Federal Building lands. Under the terms of the section 219 covenant, the Development may not be occupied until the owner of the Federal Building has access to the three commercial parking stalls and its loading facility. It is intended that this encumbrance will remain on title after subdivision;
- (f) Covenant BX309551 is a section 219 heritage restoration covenant registered in favour of the City of Vancouver whereby the City of Vancouver will not issue an occupancy permit for the Development until the Developer successfully performs a heritage rehabilitation of the Federal Building pursuant to development application DE407723. Following the development of the Lands, the Developer will endeavor to have this encumbrance discharged;

- (g) Mortgage BX342197 and Assignment of Rents BX342198 is registered in favour of a the Bank of Nova Scotia which secures the construction financing required by the Developer to complete the Development;
- (h) Easement BX347708. This is a reciprocal easement whereby the owner of the Lands and the owner of a neighbouring property located on Granville Street adjacent to the Development, permit the other to underpin and swing the boom of a construction crane over their property if needed in order to proceed with a construction project. It is intended that this encumbrance will remain on title after subdivision;
- (i) Easement BX156448. This is an easement in favour of the owner of a neighbouring property located on Granville Street adjacent to the Development, that permits underpinning and swinging of the boom of a construction crane over the Lands. It is intended that this encumbrance will remain on title after subdivision; and
- (j) Easement BX166784. This is an easement in favour of the owner of a neighbouring property located on Granville Street adjacent to the Development, that permits underpinning and swinging of the boom of a construction crane over the Lands. It is intended that this encumbrance will remain on title after subdivision;

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

4. Pursuant to the amendment made under Section 3 hereof, Section 4.4 of the Disclosure Statement is hereby deleted and replaced with the following:

#### **4.4 Proposed Encumbrances**

The following are encumbrances that the Developer proposes to register against title to the Lands:

- (a) a lease or option to lease may charge portions of the common property with respect to storage space and parking stalls (see Section 3.6 Parking, Bicycle Lockers and Storage Areas); and
- (b) any and all such non-financial and equitable charges (which may include financial obligations, for example, to insure, maintain and repair) as may be required by the City of Vancouver, other governmental authorities or utilities in connection with the development of the Lands.

5. As the City of Vancouver has now issued a full Building Permit for the construction of the Development, Section 6.1 of the Disclosure Statement is hereby deleted and replaced with the following:

#### **6.1 Development Approval**

The Developer was issued a development permit by the City of Vancouver, under Development Permit No. DE407723, on March 7, 2005. The Developer was issued a full building permit by the City of Vancouver, under Building Permit No. BU431411, on September 16, 2005.

6. As the Developer has now secured a firm commitment for financing, Exhibit J to the Disclosure Statement is hereby deleted, Section 7.2 of the Disclosure Statement is hereby deleted and Section 6.2 of the Disclosure Statement is hereby deleted and replaced with the following:

#### **6.2 Construction Financing**

The Developer has received a firm commitment for construction financing from the Bank of Nova Scotia, and as a part of this financing commitment, the Bank of Nova Scotia agrees to provide discharges of its mortgage and assignment of rents (described in Section 4.3 (g)) with respect to the individual Strata Lots upon completion of each sale and receipt of 100% of the net sale proceeds.

#### Deemed Reliance

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

#### DECLARATION

The foregoing declarations constitute full, true and plain disclosure of all material facts relating to the Development referred to above, proposed to be sold, as required by the *Real Estate Development Marketing Act* of the Province of British Columbia, as of October 27, 2005

Signed:

**SEYMOUR STREET (G.P.) LTD. as  
General Partner for SEYMOUR STREET  
DEVELOPMENT LIMITED PARTNERSHIP**

Per:

Director

All Directors of Seymour Street (G.P.) Ltd. in  
their personal capacity:

Director: Norman E. Cressey

Director: Scott Cressey

**CRESSEY SEYMOUR DEVELOPMENT  
LTD.**

Per:

Director

All Directors of Cressey Seymour Development  
Ltd., in their personal capacity:

Director: Norman E. Cressey

Director: Scott Cressey

**SOLICITOR'S CERTIFICATE**

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

**CRESSEY SEYMOUR DEVELOPMENT LTD.  
AND SEYMOUR STREET DEVELOPMENT  
LIMITED PARTNERSHIP**

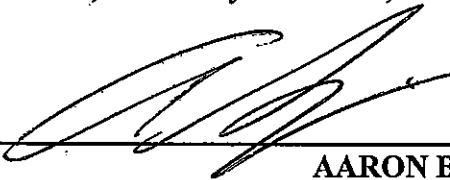
For property described as: ELAN

City of Vancouver

Parcel Identifier: 025-931-237  
Parcel 2, Block 103 District Lot 541 Group 1  
New Westminster District Plan BCP10699

I, Aaron B. Singer, a member of the Law Society of British Columbia, having read over the above described First Amendment To Disclosure Statement dated October 27, 2005, made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in item 3 of the First Amendment To Disclosure Statement are correct.

DATED at Vancouver in the Province of British Columbia, this 28 day of October, 2005.

  
AARON B. SINGER

**Aaron B. Singer**  
*Barrister and Solicitor*  
800-885 West Georgia Street  
Vancouver, B.C. V6C 3H1  
Telephone 604-687-5700

EXHIBIT H

PARKING STALL/LOCKER/BICYCLE STALL LEASE

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2005

BETWEEN:

**SEYMOUR STREET DEVELOPMENT LIMITED PARTNERSHIP** and  
**CRESSEY SEYMOUR DEVELOPMENT LTD.**, both of #1200 – 1066 West  
Hastings Street, Vancouver, British Columbia, V6E 3X1

(collectively, the "Owner")

AND:

**CR FIFTY HOLDINGS LTD.**, #1200 – 1066 West Hastings Street,  
Vancouver, British Columbia, V6E 3X1

(the "Tenant")

WITNESSES THAT WHEREAS:

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

Parcel Identifier: 025-931-237  
Parcel 2 Block 103  
District Lot 541, Group 1,  
New Westminster District Plan BCP10699

(the "Lands").

B. With the exception of the visitor parking stalls, the Owner has agreed to lease to the Tenant all of the parking stalls (the "Stalls"), all of the storage lockers (the "Lockers") and all of the bicycle stalls (the "Bike Stalls") in the underground parking facility comprising a part of the building(s) located on the Lands and shown outlined in heavy black line on the explanatory plan registered in the Land Title Office under registration number \_\_\_\_\_ (the "Parking/Locker/Bicycle Plan"), all on the terms and conditions set out in this Lease and with the right of the Tenant to grant partial assignments of this Lease pertaining to particular Stalls, Lockers and Bike Stalls as herein contemplated;

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

D. The Strata Plan will designate the Stalls, Lockers and Bike Stalls as common property of the strata corporation (the "Strata Corporation") formed upon the deposit for registration of the Strata Plan in the appropriate Land Title Office; and

E. Each of the parties to this Lease agrees that title to the Lands will be encumbered by this Lease and, if applicable, a document securing or evidencing this Lease.

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

1. **GRANT AND TERM**

1.1 **Grant**

The Owner hereby leases to the Tenant for the Term (as defined in Section 1.2) all of the Stalls, Lockers and Bike Stalls as shown outlined in heavy black line on the Parking/Locker/Bicycle Plan. The Stalls, the Lockers and the Bike Stalls are herein collectively referred to as the "Leased Premises").

1.2 **Term**

The term (the "Term") of this Lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ and terminate on the earliest of:

- (a) \_\_\_\_ day of \_\_\_\_\_, 2205;
- (b) the date the Strata Corporation is dissolved; and
- (c) the date the Strata Corporation files a notice of destruction in prescribed form with the registrar of the appropriate Land Title Office following the destruction or deemed destruction of the building in which the Stalls, Lockers and Bike Stalls are located.

1.3 **Rent**

The parties to this Lease acknowledge that the sum of \$100.00 will be the only payment required to be paid to the Owner by the Tenant and any assignee of a partial assignment under this Lease. The said sum of \$100.00 shall be paid, if not before, 90 days after demand therefor is made by the Owner to the Tenant.

2. **SUBDIVISION BY STRATA PLAN**

2.1 **Strata Plan**

This Lease and the covenants and obligations of the Owner under this Lease run with and bind the Lands and each and every part into which the Lands may become divided.

2.2 **Common Property**

This will confirm that upon any subdivision by strata plan, the Leased Premises will be wholly within the common property designated under the Strata Plan. The Tenant will, upon the request of the Owner or the Strata Corporation, at the expense of the Owner (or of the Strata Corporation, as the case may be) execute and deliver a discharge or other instrument recording that this Lease does not burden the title to any individual Strata Lot.



3. **MAINTENANCE AND ENCUMBRANCES**

3.1 **Taxes, Utilities, Services**

The Tenant shall not be responsible for payment of property taxes, rates, levies, and assessments or utility charges (which shall, after the Strata Plan has been filed, be paid by the owners of the Strata Lots from time to time). The Tenant shall not, by virtue of this Lease, be liable for any expenses or charges, other than expressly provided herein.

3.2 **Subordination**

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

4. **ASSIGNMENT**

4.1 **Partial Assignments**

The Tenant may partially assign this Lease and its rights under this Lease pertaining to particular Stalls, Lockers and/or Bike Stalls to purchasers of strata lots within the Strata Development or to the Strata Corporation. The Tenant may also partially assign this Lease and its rights under this Lease, pertaining to a maximum of seven Stalls (the "Federal Stalls"), to the owner of the Federal Motor Company Building, located adjacent to the Lands, on the corner of Drake and Seymour Streets (the "Federal Building"). The Tenant may also partially assign this Lease and its rights under this Lease, pertaining to a maximum of sixty (60) parking stalls (collectively, the "Neighbourhood Stalls" and individually, a "Neighbourhood Stall"), to the owner of a strata lot in a neighbouring strata development (the "Neighbouring Strata Development"). Any such assignment will be for such consideration as the Tenant may, in its sole discretion determine, which consideration may be retained by the Tenant for its own benefit. Any partial assignment by the Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Stall, Locker or Bike Stall:

- (a) will be absolute, and the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall, Locker and/or Bike Stall, as the case may be, so assigned for the balance of the Term;
- (b) will be an assignment of rights to which an assignee will only be entitled for so long as such assignee owns a strata lot within the Strata Development (or in the case of the Federal Stalls, so long as such assignee owns the Federal Building or in the case of a Neighbourhood Stall, so long as such assignee owns a strata lot in the Neighbouring Strata Development), unless the assignment is to the Strata Corporation;
- (c) may only be assigned to an owner or purchaser of a strata lot within the Strata Development (or in the case of the Federal Stalls, only to the owner of the Federal Building or in the case of a Neighbourhood Stall, only to the owner of a strata lot in a Neighbouring Strata Development) or to the Strata Corporation; and
- (d) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assignee to the Strata Corporation with a copy to the Tenant, subject to Section 4.2 of this Lease.

#### 4.2 Automatic Assignment

If a holder of an interest in a Stall, Locker and/or Bike Stall sells all of his or her interest in a strata lot within the Strata Development, or if the owner of the Federal Building sells all of its interest in the Federal Building, or if the holder of an interest in a Neighbourhood Stall sells all of his or her interest in a strata lot in the Neighbouring Strata Development to which such Stall, Locker and/or Bike Stall is at such time appurtenant as shown on the register maintained under Section 4.7 without concurrently executing an assignment of such Stall, Locker and/or Bike Stall to another owner or purchaser of a strata lot within the Strata Development or to a successor in title to the Federal Building or to a successor in title to the strata lot in the Neighbouring Strata Development, then the interest of such holder in such Stall, Locker and/or Bike Stall will be deemed to have been automatically assigned to and assumed by the purchaser of such strata lot (or the purchaser of the Federal Building or purchaser of a strata lot in the Neighbouring Strata Development) without execution of a partial assignment of this Lease with respect to such Stall, Locker and/or Bike Stall or delivery of notice of such partial assignment to the Strata Corporation or the Tenant. For greater certainty, the assignor of a Neighbourhood Stall must only assign such Neighbourhood Stall to the successor in title to the assignor's strata lot in the Neighbouring Strata Development, to an owner in the Strata Development or to the Strata Corporation. For greater certainty, the assignor of the Federal Stalls must only assign the Federal Stalls to the successor in title to the Federal Building or to the Strata Corporation.

#### 4.3 Exchanges and Transfers

- (a) A holder (the "First Owner") of an interest in a Stall, Locker and/or Bike Stall (the "First Stall/Locker/Bike Stall") who is an owner in the Strata Development may exchange his or her interest in the First Stall/Locker/Bike Stall with the holder of an interest (the "Second Owner") in a different Stall, Locker and/or Bike Stall (the "Second Stall/Locker/Bike Stall") who is also an owner in the Strata Development for such consideration as the First Owner and the Second Owner may agree. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Stall/Locker/Bike Stall, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Stall/Locker/Bike Stall. The First Owner and the Second Owner will each execute a partial assignment of this substantially in the form attached hereto as Schedule A. The exchange will be on the terms set out in subsections 4.1(a) to (c) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to exchanges under this Section 4.3(a).
- (b) The First Owner may transfer his or her interest in such Stall, Locker and/or Bike Stall to an owner of a strata lot within the Strata Development or to the Strata Corporation (the "Second Transferee") for such consideration as the First Owner may in his or her sole discretion determine provided that following the transfer, the First Owner is left with an interest in at least one Stall, Locker and/or Bike Stall. Such a transfer will be accomplished by the First Owner partially assigning this Lease to the Second Transferee and, in connection therewith, the First Owner will execute a partial assignment substantially in the form attached hereto as Schedule A. The transfer will be on the terms set out in subsections 4.1(a) to (c) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to transfers under this Section 4.3(b).
- (c) A holder (the "First Neighbourhood Owner") of an interest in a Neighbourhood Stall, who is an owner in a Neighbouring Strata Development, may transfer his or her interest in such Neighbourhood Stall to an owner of a strata lot within the Neighbouring Strata Development or to an owner in the Strata Development or to the Strata Corporation (each of which are referred to in this Section 4.3(c) as the "Second Assignee") for such consideration as the First Neighbourhood Owner may, in his or her sole discretion, determine. Such transfer will be accomplished by the First Neighbourhood Owner partially assigning this Lease to the Second Assignee and, in connection therewith, the First Neighbourhood Owner will execute a partial assignment,

substantially in the form attached hereto as Schedule B. The transfer will be on the terms set out in subsections 4.1(a) to (c) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to transfers under this Section 4.3(c).

- (d) The owner of the Federal Building (the "Federal Building Owner") may transfer its interest one or more of the Federal Stalls to a successor in title to the Federal Building or to an owner of a strata lot in the Strata Development or to the Strata Corporation for such consideration as the Federal Building Owner may, in its sole discretion, determine. Such transfer will be accomplished by the Federal Building Owner partially assigning this Lease to the subsequent owner and, in connection therewith, the Federal Building Owner will execute a partial assignment substantially in the form attached hereto as Schedule C. The transfer will be on the terms set out in subsections 4.1(a) to (c) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to transfers under this Section 4.3(d).

#### **4.4 Consents**

Nothing in this Lease requires the consent of the Strata Corporation for any partial assignment of this Lease.

#### **4.5 Form of Partial Assignments**

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

#### **4.6 Release of Assignors**

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

#### **4.7 Register of Partial Assignments**

The Owner will maintain a record or register of all Stalls, Lockers and Bike Stalls and will record on such register each partial assignment of this indicating:

- (a) the number of the Stall, Locker and/or Bike Stall assigned;
- (b) the date of assignment;
- (c) the name and address of the assignee; and
- (d) the number of the strata lot within the Strata Development or in the Neighbouring Development leased by the assignee to which such Stall, Locker and/or Bike Stall is at the time appurtenant, unless the assignee is the Strata Corporation in which event the Stall, Locker and/or Bike Stall need not be appurtenant to a strata lot.

Upon request by any owner or prospective purchaser of a strata lot within the Strata Development or the owner or prospective purchaser of a strata lot in the Neighbouring Strata Development, the Owner will provide a certificate, within 7 days of receipt of such request, certifying the name and address of the owner to whom a particular Stall, Locker and/or Bike Stall is assigned and the number of the strata lot within the Strata Development or the Neighbouring Strata Development to which such Stall, Locker and/or Bike Stall

is at the time appurtenant. The Owner may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Owner becoming aware of a partial assignment pertaining to a particular Stall, Locker and/or Bike Stall under Sections 4.1 or 4.2 the Owner will amend the register accordingly.

The Owner may, anything to the contrary herein notwithstanding, at any time elect to cease to maintain or keep the record or register and provide certificates as set out above. In that case, each assignee of a Stall, Locker or Bike Stall will recognize that the Strata Corporation may do so and may charge the fee stated above.

**5. MISCELLANEOUS**

**5.1 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.

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

**CRESSEY SEYMOUR DEVELOPMENT LTD.**

Per: \_\_\_\_\_  
Authorized Signatory

**SEYMOUR STREET DEVELOPMENT LIMITED PARTNERSHIP** by its general partner **SEYMOUR STREET (G.P.) LTD.,** by its General Partner

Per: \_\_\_\_\_  
Authorized Signatory

**CR FIFTY HOLDINGS LTD.**

Per: \_\_\_\_\_  
Authorized Signatory

**SCHEDULE "A"**  
**PARKING STALL, STORAGE LOCKER AND BICYCLE STALL ASSIGNMENT**

BETWEEN:



(the "Assignor")

AND:



(the "Assignee")

Re:           Parking Stall No. \_\_\_\_\_ (the "Stall") and Storage Locker No. \_\_\_\_\_ (the "Locker") and  
              Bicycle Stall No. \_\_\_\_\_ (the "Bike Stall")

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THIS INSTRUMENT RECORDS THAT WHEREAS the Assignor is the lessee of the Stall, Locker and Bike Stall and the Assignee is the registered owner or purchaser of strata lot \_\_\_\_\_ (the "Strata Lot") (Suite No. \_\_\_\_\_ in Elan).

NOW THEREFORE, 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 a partial interest (that is, the right to use the Stall, Locker and/or Bike Locker for the balance of the Term (as defined in the Lease) of the lease (the "Lease") evidenced by an option to lease dated for reference \_\_\_\_\_ and by instrument exercising the option and acknowledging the Lease dated \_\_\_\_\_ made between CRESSEY SEYMOUR DEVELOPMENT LTD. and SEYMOUR STREET DEVELOPMENT LIMITED PARTNERSHIP as owner, and CR FIFTY HOLDINGS LTD., as tenant. This Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan BCS \_\_\_\_\_ (the "Strata Corporation").

**2.           ASSIGNMENT CONTINGENT UPON STRATA LOT OWNERSHIP**

The Assignee, its successors, permitted assigns, heirs, executors or administrators shall only be entitled to the rights with respect to the Stall, Locker and/or Bike Stall for as long as the Assignee owns the Strata Lot.

**3.           COMPLIANCE**

The Assignee agrees to use the Stall, Locker and/or Bike Stall in accordance with the bylaws and rules of the Strata Corporation, but only to the extent such bylaws and rules do not materially interfere with the Assignee's rights under this Assignment.

**4.           SALE OR DISPOSITION**

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

5. ACKNOWLEDGEMENT

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

6. 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 instrument effective as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

SCHEDULE "B"

**NEIGHBOURHOOD STALL ASSIGNMENT**

BETWEEN:

◆  
(the "Assignor")

AND:

◆  
(the "Assignee")

Re: Parking Stall No. \_\_\_\_\_ (the "Neighbourhood Stall")

---

THIS INSTRUMENT RECORDS THAT WHEREAS the Assignor is the lessee of the Neighbourhood Stall and the Assignee is the registered owner or purchaser of strata lot \_\_\_\_\_ (the "Strata Lot") (Suite No. \_\_\_\_\_ in \_\_\_\_\_).

NOW THEREFORE, 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 a partial interest (that is, the right to use the Neighbourhood Stall for the balance of the Term (as defined in the Lease) in the lease (the "Lease") evidenced by an option to lease dated for reference \_\_\_\_\_ and by instrument exercising the option and acknowledging the Lease dated \_\_\_\_\_ made between CRESSEY SEYMOUR DEVELOPMENT LTD. and SEYMOUR STREET DEVELOPMENT LIMITED PARTNERSHIP as owner, and CR FIFTY HOLDINGS LTD., as tenant. This Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan BCS \_\_\_\_\_ (the "Strata Corporation").

2. **ASSIGNMENT CONTINGENT UPON STRATA LOT OWNERSHIP**

The Assignee, its successors, permitted assigns, heirs, executors or administrators shall only be entitled to the rights with respect to the Neighbourhood Stall for as long as the Assignee owns the Strata Lot.

3. **COMPLIANCE**

The Assignee agrees to use the Neighbourhood Stall in accordance with the bylaws and rules of the Strata Corporation, but only to the extent such bylaws and rules do not materially interfere with the Assignee's rights under this Assignment.

4. **SALE OR DISPOSITION**

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

5. ACKNOWLEDGEMENT

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

6. 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 instrument effective as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Assignor \_\_\_\_\_

Assignee \_\_\_\_\_



SCHEDULE "C"

**FEDERAL STALLS' ASSIGNMENT**

BETWEEN:



(the "Assignor")

AND:



(the "Assignee")

Re: Seven Federal Stalls (the "Federal Stalls")

---

THIS INSTRUMENT RECORDS THAT WHEREAS the Assignor is the lessee of the Federal Stalls and the Assignee is the registered owner or purchaser of lands and premises (the "Federal Building Lands") on which is located the Federal Motor Company Building.

NOW THEREFORE, 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 a partial interest (that is, the right to use the Federal Stalls for the balance of the Term (as defined in the Lease) of the lease (the "Lease") evidenced by an option to lease dated for reference \_\_\_\_\_ and by instrument exercising the option and acknowledging the Lease dated \_\_\_\_\_ made between CRÉSSEY SEYMOUR DEVELOPMENT LTD. and SEYMOUR STREET DEVELOPMENT LIMITED PARTNERSHIP as owner, and CR FIFTY HOLDINGS LTD., as tenant. This Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan BCS \_\_\_\_\_ (the "Strata Corporation").

**2. ASSIGNMENT CONTINGENT UPON OWNERSHIP**

The Assignee, its successors, permitted assigns, heirs, executors or administrators shall only be entitled to the rights with respect to the Federal Stalls for as long as the Assignee owns the Federal Building Lands.

**3. COMPLIANCE**

The Assignee agrees to use the Federal Stalls in accordance with the bylaws and rules of the Strata Corporation, but only to the extent such bylaws and rules do not materially interfere with the Assignee's rights under this Assignment.

**4. SALE OR DISPOSITION**

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

5. ACKNOWLEDGEMENT

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

6. 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 instrument effective as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Assignor \_\_\_\_\_

Assignee \_\_\_\_\_

EXHIBIT I(i)

**PARKING STALL, STORAGE LOCKER AND BICYCLE STALL ASSIGNMENT**

BETWEEN:



(the "Assignor")

AND:



(the "Assignee")

Re:           Parking Stall No. \_\_\_\_\_ (the "Stall") and Storage Locker No. \_\_\_\_\_ (the "Locker") and  
              Bicycle Stall No. \_\_\_\_\_ (the "Bike Stall")

---

THIS INSTRUMENT RECORDS THAT WHEREAS the Assignor is the lessee of the Stall, Locker and Bike Stall and the Assignee is the registered owner or purchaser of strata lot \_\_\_\_\_ (the "Strata Lot") (Suite No. \_\_\_\_\_ in Elan).

NOW THEREFORE, 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 a partial interest (that is, the right to use the Stall, Locker and/or Bike Locker for the balance of the Term (as defined in the Lease) of the lease (the "Lease") evidenced by an option to lease dated for reference \_\_\_\_\_ and by instrument exercising the option and acknowledging the Lease dated \_\_\_\_\_ made between CRESSEY SEYMOUR DEVELOPMENT LTD. and SEYMOUR STREET DEVELOPMENT LIMITED PARTNERSHIP as owner, and CR FIFTY HOLDINGS LTD., as tenant. This Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan BCS \_\_\_\_\_ (the "Strata Corporation").

2.           **ASSIGNMENT CONTINGENT UPON STRATA LOT OWNERSHIP**

The Assignee, its successors, permitted assigns, heirs, executors or administrators shall only be entitled to the rights with respect to the Stall, Locker and/or Bike Stall for as long as the Assignee owns the Strata Lot.

3.           **COMPLIANCE**

The Assignee agrees to use the Stall, Locker and/or Bike Stall in accordance with the bylaws and rules of the Strata Corporation, but only to the extent such bylaws and rules do not materially interfere with the Assignee's rights under this Assignment.

4.           **SALE OR DISPOSITION**

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

5. **ACKNOWLEDGEMENT**

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

6. **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 instrument effective as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

EXHIBIT I(ii)

**NEIGHBOURHOOD STALL ASSIGNMENT**

BETWEEN:



(the "Assignor")

AND:



(the "Assignee")

Re: Parking Stall No. \_\_\_\_\_ (the "Neighbourhood Stall")

---

THIS INSTRUMENT RECORDS THAT WHEREAS the Assignor is the lessee of the Neighbourhood Stall and the Assignee is the registered owner or purchaser of strata lot \_\_\_\_\_ (the "Strata Lot") (Suite No. \_\_\_\_\_ in \_\_\_\_\_).

NOW THEREFORE, 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 a partial interest (that is, the right to use the Neighbourhood Stall for the balance of the Term (as defined in the Lease) of the lease (the "Lease") evidenced by an option to lease dated for reference \_\_\_\_\_ and by instrument exercising the option and acknowledging the Lease dated \_\_\_\_\_ made between CRESSEY SEYMOUR DEVELOPMENT LTD. and SEYMOUR STREET DEVELOPMENT LIMITED PARTNERSHIP as owner, and CR FIFTY HOLDINGS LTD., as tenant. This Assignment will not be effective until the Assignee has given a copy of this Assignment to the Owners, Strata Plan BCS \_\_\_\_\_ ◆ (the "Strata Corporation").

2. **ASSIGNMENT CONTINGENT UPON STRATA LOT OWNERSHIP**

The Assignee, its successors, permitted assigns, heirs, executors or administrators shall only be entitled to the rights with respect to the Neighbourhood Stall for as long as the Assignee owns the Strata Lot.

3. **COMPLIANCE**

The Assignee agrees to use the Neighbourhood Stall in accordance with the bylaws and rules of the Strata Corporation, but only to the extent such bylaws and rules do not materially interfere with the Assignee's rights under this Assignment.

4. **SALE OR DISPOSITION**

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

5. ACKNOWLEDGEMENT

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

6. 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 instrument effective as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Assignor \_\_\_\_\_

Assignee \_\_\_\_\_

EXHIBIT I (iii)

**FEDERAL STALLS' ASSIGNMENT**

BETWEEN:



(the "Assignor")

AND:



(the "Assignee")

Re: Seven Federal Stalls (the "Federal Stalls")

---

THIS INSTRUMENT RECORDS THAT WHEREAS the Assignor is the lessee of the Federal Stalls and the Assignee is the registered owner or purchaser of lands and premises (the "Federal Building Lands") on which is located the Federal Motor Company Building.

NOW THEREFORE, 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 a partial interest (that is, the right to use the Federal Stalls for the balance of the Term (as defined in the Lease) of the lease (the "Lease") evidenced by an option to lease dated for reference \_\_\_\_\_ and by instrument exercising the option and acknowledging the Lease dated \_\_\_\_\_ made between CRESSEY SEYMOUR DEVELOPMENT LTD. and SEYMOUR STREET DEVELOPMENT LIMITED PARTNERSHIP as owner, and CR FIFTY HOLDINGS LTD., as tenant. This Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan BCS \_\_\_\_\_ (the "Strata Corporation").

2. **ASSIGNMENT CONTINGENT UPON OWNERSHIP**

The Assignee, its successors, permitted assigns, heirs, executors or administrators shall only be entitled to the rights with respect to the Federal Stalls for as long as the Assignee owns the Federal Building Lands.

3. **COMPLIANCE**

The Assignee agrees to use the Federal Stalls in accordance with the bylaws and rules of the Strata Corporation, but only to the extent such bylaws and rules do not materially interfere with the Assignee's rights under this Assignment.

4. **SALE OR DISPOSITION**

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

5. ACKNOWLEDGEMENT

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

6. 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 instrument effective as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Assignor \_\_\_\_\_

Assignee \_\_\_\_\_