



DISCLOSURE DOCUMENTS

ARRIS RESIDENCES DISCLOSURE DOCUMENTS

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SCHEDULE "1"

FINTRAC ADDENDUM



FINTRAC ADDENDUM

Date: _____

RE: Residential Unit No. _____ / Suite No. _____ ("**Residential Unit**") constructed in a project known as "Arris Residences" (the "**Development**") on a portion of the lands (the "**Lands**") currently municipally described as 530 – 3rd Street SE, Calgary, Alberta as more particularly described in the Contract (as defined herein).

Further to the Contract of Purchase and Sale (the "**Contract**") dated _____ made between Embassy Bosa Inc. (the "**Developer**") and _____ (individually and collectively, if more than one person, the "**Purchaser**") with respect to the Residential Unit, the Developer and Purchaser hereby agree as follows:

1. This Addendum forms a part of and is subject to the terms and conditions set out in the Contract. Any capitalized term used in this Addendum that is neither defined herein nor a proper noun has the meaning given to that term in the Contract. The Contract, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Contract remain the same, except to the extent expressly amended by this Addendum.
2. The following information is required to be provided by the Purchaser to the Developer and the Developer's Solicitors (i) in order for the Developer's Solicitors to prepare and file a T3 Trust Income Tax and Information Return; and (ii) pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and Regulations made pursuant thereto:

If the Purchaser is an individual:

Name: _____

Address: _____

Occupation: _____

Date of Birth: _____

SIN or SSN #: _____

If the Purchaser is an individual:

Name: _____

Address: _____

Occupation: _____

Date of Birth: _____

SIN or SSN #: _____

Developer Representative must refer to one of the following documents: birth certificate, passport, driver's licence, provincial ID card or provincial health insurance card; write down the identification number below, photocopy the document and attach it to this Addendum.

Document ID #

Document ID #

If the Purchaser is a corporation:

Name: _____
Business
Address: _____

Principal
Business: _____
Business #: _____

If the Purchaser is a corporation:

Name: _____
Business
Address: _____

Principal
Business: _____
Business #: _____

Within 30 days after this Addendum is signed, the Purchaser must provide the Developer with a certificate of incumbency and the register of directors for the corporation.

3. If there is any inconsistency between a provision of the Contract and a provision of this Addendum, the provision in this Addendum will govern.

X _____

(WITNESS)

X _____

(WITNESS)

X _____

(PURCHASER)

X _____

(PURCHASER)

EMBASSY BOSA INC.

Per: _____
(Authorized Signatory)

SCHEDULE "2"

CONDOMINIUM BYLAWS FOR THE DEVELOPMENT

ARRIS RESIDENCES

CONDOMINIUM BY-LAWS OF CONDOMINIUM CORPORATION NO. 2410668

PART I

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In these By-Laws, unless the context or subject matter requires a different meaning:

- (a) **“Act”** means the *Condominium Property Act* (Alberta), and, where the context so requires, the Regulation, as amended from time to time, or any statute or statutes or Regulation or Regulations in substitution therefor or amendment thereof;
- (b) **“Applicable Law”** means all applicable provisions of laws, statutes, ordinances, bylaws, rules, regulations and orders of all governmental, legislative, administrative or other bodies (whether federal, provincial, municipal or otherwise);
- (c) **“Board”** means the board of directors of the Corporation;
- (d) **“By-Laws”** mean the registered By-Laws of the Corporation, as amended from time to time;
- (e) **“Common Expense”** or **“Common Expenses”** means the expenses of performance of the objects and duties of the Corporation and all expenses specified as common expenses in these By-Laws. Unless otherwise expressed, “Common Expense” or “Common Expenses” shall include, without restricting the generality of the definition thereof, all costs and expenses of the Corporation incidental to the use or ownership of Common Property and all property owned by the Corporation or in which the Corporation has any interest and whether real or personal property, including, without limiting the generality of the foregoing, any assessments or contributions to cover contingencies and/or replacements and/or additional anticipated common expenses and/or deficiencies from the prior year or years;
- (f) **“Common Property”** means so much of the Project as is not comprised in any Unit shown on the Condominium Plan;
- (g) **“Condominium Plan”** means the initial condominium plan registered at the Land Title Office for the Project, as may be amended from time to time in accordance with the Act and these By-Laws;

- (h) **“Corporation”** means the condominium corporation constituted under the Act by the registration of the Condominium Plan;
- (i) **“Corporation Property”** means any property owned by the Corporation or in which it has any interest;
- (j) **“Developer”** means Embassy Bosa Inc. or any successor or assignee thereof;
- (k) **“Insurance Trustee”** means a trust company authorized to carry on the business of a trust company under the laws of Alberta selected from time to time by resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to the By-Laws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee shall be the Board;
- (l) **“Interest Rate”** means that rate of interest per annum which may be or shall become payable hereunder by an Owner in respect of the monies owing by the Owner to the Corporation and shall be equal to the commercial prime lending rate in Calgary of the Canadian chartered bank with which the Corporation conducts its banking business from time to time plus six (6%) percent, PROVIDED THAT such Interest Rate shall not exceed eighteen (18%) percent per annum or such greater or lesser rate established, from time to time, by the Regulation, on the earliest date on which any portion of the said monies becomes due and payable by an Owner;
- (m) **“Manager”** means the professional manager first retained by the Developer or any successor contractually appointed by the Board;
- (n) **“Occupant”** or **“Tenant”** means a person present in or on, or a person in possession of a Unit or of the real property of the Corporation or the Common Property with the permission of an Owner or the Corporation, as the case may be, whether or not the Occupant or Tenant is an Owner, and includes all family members, invitees, licensees, servants, customers and guests of such Occupant or Tenant;
- (o) **“Ordinary Resolution”** means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than 50% of all the persons present or represented by proxy at such meeting and entitled to exercise the powers of voting conferred by the Act or these By-Laws, or
 - (ii) signed by a majority of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these By-Laws and representing more than 50% of the total Unit Factors for all of the Units;

- (p) **“Owner”** means a person who is registered as the owner of the fee simple estate in a Unit and, where the term Owner is used in By-Law 3, that term includes a Tenant;
- (q) **“Parcel”** means the land comprised in the Condominium Plan;
- (r) **“Project”** means the Parcel and all buildings, improvements, recreational facilities, chattels and property of every kind situate within, under or upon such Parcel (except those chattels which are the separate property of the Owners or Occupants of Units);
- (s) **“Regulation”** or **“Regulations”** means the Condominium Property Regulation, currently being Alberta Regulation 168/2000, and any other Regulation made from time to time in substitution, replacement or addition therefor pursuant to the Act;
- (t) **“Rules”** means such rules and regulations as may be established by the Board from time to time;
- (u) **“Special Resolution”** means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than seventy-five percent (75%) of all the persons entitled to exercise the powers of voting conferred by the Act or these By-Laws and representing not less than seventy-five percent (75%) of the total Unit Factors for all of the Units; or
 - (ii) signed by not less than seventy-five percent (75%) of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these By-Laws and representing not less than seventy-five percent (75%) of the total Unit Factors for all the Units;
- (v) **“Unit”** means an area of a building upon the Parcel designated as a unit by the Condominium Plan, and described in the Condominium Plan by reference to floors, walls and ceilings, or areas within the Unit;
- (w) **“Unit Factor”** means the unit factor for each Unit as more particularly specified or described and apportioned in the Condominium Plan;
- (x) **“Utilities”** means all shallow and deep utilities as are installed for the use and enjoyment of the Units including, but not limited to, all mains, pipes, wires, sewers, ducts and cables related to the provision of all sewage, water, sanitation, gas, electrical transmission, telephone, telecommunication and cable television facilities to the Units; and

- (y) “**Vehicles**” means private passenger automobiles, 4 x 4 vehicles, motorcycles, sports utility vehicles, vans (but not camper vans) and small pick-up trucks.

2. INTERPRETATION

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-Laws unless otherwise defined herein, and other expressions used in the By-Laws and not defined in the Act or in these By-Laws have the same meaning as may be assigned to them in the *Land Titles Act* (Alberta), or the *Law of Property Act* (Alberta), as amended from time to time, or in any statute or statutes passed in substitution therefor. Words importing the singular number include the plural, and vice versa, words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.

The headings used throughout these By-Laws are inserted for reference purposes only and are not to be considered or taken into account in construing or interpreting the terms or provisions of any By-Law.

The Corporation, the Owners and anyone in possession of a Unit shall be bound by these By-Laws. The rights and obligations given or imposed on the Corporation, the Owners and anyone in possession of a Unit under these By-Laws are in addition to any rights or obligations given or imposed on the Corporation, the Owner and anyone in possession of a Unit under the Act. If there is any conflict between these By-Laws and the Act or Regulation, the Act or the Regulation, as the case may be, shall prevail.

If and whenever reference hereunder is made to “repair”, it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for any thing to which such repair could be made.

PART II

DUTIES OF THE OWNERS

3. DUTIES OF THE OWNERS

- (a) An Owner shall:
 - (i) subject always to the Act, permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours written notice (except in case of emergency when no notice is required), to enter their Unit for the purpose of inspecting the Unit and maintaining, repairing or replacing pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit, or for the purpose of

maintaining, repairing or renewing Common Property, or for the purpose of ensuring that the By-Laws are being observed or for the purpose of doing any work for the benefit of the Corporation generally or for the purpose of gaining access to meters monitoring the use of any Utilities. The written notice must state the reason for the entry and name both a date and time of entry that complies with the Act. In the event the Corporation must gain access for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Owner;

- (ii) forthwith carry out all work that may be ordered by any municipality or public authority in respect of their Unit, other than such work as may be for the benefit of any other Units within the Project generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of their Unit;
- (iii) duly and properly maintain their Unit, including, as and when they determine, the fan coil unit located within their Unit, AND interior casings, trim and mouldings of all windows that are located on the exterior walls of the Unit, AND all hardware and locks related to the operation of such windows, as well as cleaning of the interior glazing of all such windows, AND shall not overload the floors, ceilings or wall structures of the Unit; AND keep the Unit in a state of good repair, except for reasonable wear and tear and such maintenance, repairs or damage as is insured against by the Corporation or for which the Corporation is responsible pursuant to these By-Laws; AND shall maintain in a neat, clean, tidy and slightly condition and appearance consistent with and in total integrity with the balance of the Project, the Unit and any area which is located on any part of the Common Property to which the Owner has been granted a lease, exclusive or private use pursuant to the provisions hereof (By-Laws 5(f), 5(g) and 65) and, if the Owner shall not maintain such leased, private or exclusive use areas to a standard similar to that of the remaining Common Property, the Corporation may give one (1) month's notice to the Owner to that effect and, if such notice has not been complied with at the end of that month, then the Corporation may carry out such work and shall have a lien against the estate or interest of the non-complying Owner in such Unit who has been served with such notice, and the provisions of By-Laws 49 and 51 shall have effect;
- (iv) original blinds as provided by the Developer must remain intact, and may only be replaced with blinds which are of the same size, style and colour as the original. Any additional window coverings will only be permitted on the interior of the original or replacement blinds and may not be visible from the exterior of a Resident Unit, and an Owner

shall not place foil, opaque materials, political signs, "For Sale" signs or any advertising notices in or on or visible from any window;

- (v) prior to the commencement of any structural, mechanical or electrical alterations to their Unit, obtain the written approval of the Corporation and provide the Corporation with renovation plans, the disclosure of all contractors and sub-contractors and evidence of appropriate insurance coverage;
- (vi) not make any repairs, additions or alterations to the exterior of their Unit or to the building (including interior and exterior load bearing walls forming part of the Unit) or to the building's fire safety system or the plumbing, mechanical, electrical systems within the Unit (except for maintenance thereof as specifically required herein) without first obtaining the written consent of the Corporation and, except as otherwise specifically permitted herein, not do or permit anything to be done that may cause damage to or that will alter the appearance of any of the Common Property (including any area to which the Owner has been granted a lease or private or exclusive use) without first obtaining the written consent of the Corporation and, in particular, shall not permanently place, install or affix any mats, carpets or similar coverings on the patio or balcony exclusive use areas adjacent to the Unit, and PROVIDED THAT furnishings or plant pots shall be placed upon cushions or support devices to protect against damage to the balcony membrane;
- (vii) not install hardwood, tile or other hard flooring in any area of their Unit without the written consent of the Corporation, which consent shall, amongst other things, be contingent upon the Corporation receiving assurance that the installation of such flooring material will be completed in such a manner as to meet the Corporation's minimum requirements for sound transmission abatement, which shall be equal to or better than the sound abatement specifications utilized during original construction of the Project;
- (viii) use and enjoy the Common Property and, in particular, the recreational areas and amenities, and any Corporation Property in accordance with these By-Laws and all Rules prescribed by the Corporation and in such manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners or Occupants, or their families or visitors and to be courteous to and respect the rights of such other Owners or Occupants, their families and visitors;
- (ix) repair and maintain any gas fireplace in a safe manner, AND not to use their Unit or permit it to be used for the storage of hazardous materials, AND not to use the Unit or permit it to be used for any

purpose which may be illegal, injurious or that will cause a nuisance or hazard to any Occupant of another Unit (whether an Owner or not) or the family members, invitees, servants, and guests of such Occupant;

- (x) notify the Corporation forthwith upon any change of ownership of their Unit or of any lease or other dealing in connection with the Unit;
- (xi) comply strictly with and cause all their tenants, family, visitors and other Occupants of their Unit to comply with these By-Laws and with the Rules;
- (xii) pay to the Corporation (or if requested by the Corporation, pay to the Manager), when due, all contributions levied or assessed against their Unit, together with interest on any arrears thereof calculated from the due date of such amounts at the Interest Rate defined herein;
- (xiii) in the event of leasing their Unit, obtain from the Tenant prior to occupancy, or have the Manager who leases the Unit on behalf of the Owner obtain from the Tenant of the Unit, an undertaking in writing to the following effect;

“I _____, Tenant of Suite #_____ covenant and agree that I, the members of my household and my guests from time to time will, in using the Unit rented by me, any exclusive use areas related to the Unit and all of the Common Property, comply with the Condominium Property Act, the By-Laws, and all Rules of the Condominium Corporation during the term of my tenancy.”;
- (xiv) pay a non-refundable administration charge, in an amount to be established by the Board from time to time, such charge to be applicable for each move-in (except for the first move-in following the sale of the Unit by the Developer) or move-out from their Unit, and payable to the Corporation prior to gaining access to a designated elevator;
- (xv) observe and abide by the Rules relating to the safe and orderly flow of traffic in or on the Parcel, including, but without limiting the generality of the foregoing, speed limits and directional controls;
- (xvi) pay to the Corporation all utility accounts charged indirectly to them by means of a subcontractor, check meter or sub-meter; and
- (xvii) at the request of the Board, make suitable arrangements for payment of duly assessed Common Expenses related to the Unit, either

through preauthorized bank withdrawals or a series of monthly post-dated cheques provided to the Corporation.

PART III

THE CORPORATION

4. DUTIES OF THE CORPORATION

In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board, shall:

- (a) control, manage, maintain and administer the Common Property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- (b) without limiting the generality of the foregoing:
 - (i) keep in a state of good and serviceable repair and properly maintain (including replacement where reasonably necessary) the fixtures, fittings, recreational facilities and other apparatus and equipment used in connection with the Common Property and any other Corporation Property, including, without limiting the generality of the foregoing, all elevators and related equipment located in or on the Parcel, exterior lighting, chimneys, automatic garage doors, the security system annunciator panels, elevator machinery room, telephone room, mechanical rooms and mechanical penthouse areas, sump pumps and pits, the ground floor entrances, lobbies, vestibules, loading bay, parkade access doors and systems, storage and janitorial equipment spaces (other than storage spaces assigned for the exclusive use of Owners), window washing systems, mail areas, electrical rooms, enter-phone systems, camera, surveillance and other security systems, water meter and sprinkler system rooms, emergency generator room, garbage enclosures, hallways, stairs and stairwells;
 - (ii) maintain lawns, gardens and walkways on the Common Property, any Corporation Property and on any property it is required to maintain pursuant to Applicable Law, as well as any public walkways which are capable of being used in connection with the enjoyment of more than one Unit or Common Property;
 - (iii) maintain and repair (including renewal where reasonably necessary) any pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of Utilities in the Parcel and to Units within the Project, whether such facilities are within the

Common Property or within individual Units within the Project, AND including equipment and systems for distribution of heating, cooling and air conditioning within the Units, provided however that Owners shall be responsible to maintain and repair the fan coil unit within their Unit;

(iv) subject always to any obligations imposed by these By-Laws or by the Corporation upon any Owner to maintain any part of the Common Property or a Unit, clean, maintain, and repair (including replacement where reasonably necessary), the following:

(A) the exterior or outside surfaces of the buildings comprising the Units, including, without limiting the generality of this obligation, windows and doors located on exterior walls of a Unit (including replacement of any glazing which is not necessitated by the actions or failure to act of the Owner or Occupant, and including any leakage around exterior windows), and which obligations shall include colour and regularity of painting or finishing of exterior surfaces of window frames, doors, garage doors, and including painting and refurbishing of the whole of the exterior of the buildings usually painted at time intervals to be recommended by the Board or at such more frequent intervals as may be decided by the Corporation, as well as other cleaning, maintenance and repair (including replacement where reasonably necessary) of building exteriors including, without limiting the generality of the foregoing, roofing materials, eavestroughs, exterior drains, walls, and all building structural elements, whether interior or exterior, whether such maintenance is for the purpose of weather proofing, structural integrity, or building appearance, and this responsibility for the Corporation to clean, maintain and repair the building exterior or outside surfaces shall apply regardless of whether or not any portion of the building exterior or outside surface is within the Common Property or individual Units;

(B) all fencing, rails, posts, roadways, ramps, steps, terraces, plazas, driveways and sidewalks within the Common Property;

(C) all parking stalls and parkade areas, including:

- a) cleaning and washing;
- b) painting,

- c) lighting;
- d) surface maintenance; and
- e) structural repairs;

PROVIDED ALWAYS THAT, maintenance and repair expenses incurred by the Corporation with respect to parking stalls as a result of an Owner's violation or default under these By-Laws or the Rules shall be for the account of said Owner and the Corporation shall have the same rights to recovery of such expenses as other contributions assessed to Unit Owners;

- (D) all other outside hardware and accoutrements affecting the appearance, useability, value or safety of the Common Property or the Units, including the structural repair of any balcony or any parking area or any storage area located on any part of the Common Property to which an Owner has been granted exclusive use pursuant to these By-Laws, and including all concrete balcony walls, railings, fences, and related posts (provided that the Corporation's maintenance and repair duty shall not include any re-sloping or similar work to eliminate ponding or accumulation of water on balconies, and further provided that the general cleaning and surface maintenance of any exclusive use areas designated to an Owner under these By-Laws shall be the prime responsibility of the Owner to whom such exclusive use area has been assigned; and

- (E) all recreational or amenity areas and facilities;

- (c) provide and maintain in force all such insurance as is required by the Act and the provisions of these By-Laws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner or registered mortgagee of a Unit, produce to the Owner or mortgagee, or a person authorized in writing by the Owner or mortgagee, the policy or policies (or a certified copy of the policy or policies) of insurance effected by the Corporation or a certificate or memorandum thereof, and the receipt or receipts (or certified copies thereof) for the last premium or premiums in respect thereof within the times specified in the Act;
- (d) collect and receive, or cause to be collected and received, all contributions towards the Common Expenses paid by the Owners and deposit, or cause to be deposited, same in a separate trust account with a chartered bank,

trust company, Alberta Treasury Branch or Credit Union incorporated under the *Credit Union Act*;

- (e) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertinent to or for the benefit of the Corporation, including, but not limited to, management fees, maintenance expenses, fire and liability insurance and other maintenance expense charged against or referable to any Corporation Property, or Common Property for lighting, snow removal and landscape maintenance, water and sewer services, cost of legal, accounting and auditing services and appraisal fees and cost of a Manager, if any, and such other costs as the Board deems justifiable in the management or administration of the entire Project;
- (f) subject always to and in accordance with the Act and the Regulation, conduct or cause to be conducted and prepared a reserve fund study, a reserve fund report and, by and under a reserve fund plan, establish and maintain out of the contributions to be levied by the Corporation towards the Common Expenses, or otherwise, such amounts as the Board may, considering the requirements of the Act and the Regulation, determine from time to time to be fair and prudent for a capital replacement reserve fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any real and personal property owned by the Corporation and the Common Property, where the repair or replacement is of a nature that does not occur annually and:
 - (i) such funds shall be kept in a separate trust account registered in the name of the Corporation and shall not be commingled with any other funds of the Corporation or any other condominium corporation;
 - (ii) monies shall not be taken from a capital replacement reserve fund for the purposes of making capital improvements or additions not contemplated or provided for in a reserve fund study or report unless such improvements or additions are authorized by Special Resolution and then only if there are sufficient monies remaining in the fund to meet the requirements of paragraph (f) above;
 - (iii) funds from the reserve fund may be used to pay for a reserve fund study and reserve fund report required by the Regulation and any other report prepared by an expert examining the condition of the real and personal property of the Corporation and the Common Property;
 - (iv) the capital replacement reserve fund shall be an asset of the Corporation and no part of that money shall be refunded or

distributed to any Owner of a Unit except where the Project ceases to be governed by the Act;

- (v) subject always to and in accordance with the Act and the Regulation, the Corporation shall continue to maintain the funding of its capital replacement reserve fund at an amount sufficient and appropriate enough to meet its obligations;
- (vi) the Corporation shall, for each fiscal year, prepare an annual report of the capital replacement reserve fund in accordance with the Regulation and provide a copy of such report to each Owner before or with its notice of the next annual general meeting of the Corporation so long as the same is provided no less than fourteen (14) days prior to the annual general meeting; the annual report shall set out the amount of the reserve fund as of the last day of the immediately preceding fiscal year, all payments made into and out of the reserve fund for that year and the sources and uses of those payments, a list of depreciating property that was repaired or replaced during the year and the costs incurred in respect of the repair or replacement of that property, the amount of the reserve fund projected for the current fiscal year, total payments by Ordinary Resolutions or Special Resolutions into, and payments out of, the reserve fund for the current fiscal year, and a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements;
- (vii) the Corporation shall carry out a new reserve fund study, prepare a new reserve fund report and approve a new reserve fund plan every five (5) years or at such other intervals as prescribed in the Regulation; and
- (viii) within ten (10) days of receipt of a written request from an Owner, purchaser or mortgagee of a Unit, provide to the person making the request a copy of the most recent reserve fund report, reserve fund plan or annual report;
- (g) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to the Act and the Regulation;
- (h) repair, replace and maintain the roof, exterior building walls, party walls separating Units or separating Units from Common Property, floors and ceilings separating Units or separating Units from Common Property, provided that, if the reason or cause for such repair, replacement or maintenance is the negligent act or omission of an Owner, the costs of such

repair, replacement or maintenance shall be for the account of such Owner provided however all repairs to or replacement or renewals of the finishing to walls, floors and ceilings shall be the responsibility of the Owner and not the Corporation;

- (i) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement, restrictive covenant, caveat or similar grant to any utility company, municipality or local authority;
- (j) remove ice, snow, slush, dirt and debris from and keep and maintain in good order all walkways, roadways, ramps, driveways, parkades, parking lots and areas designated or intended for pedestrian and/or vehicular traffic, including surface coatings and parkade membranes;
- (k) upon the written request of an Owner, purchaser or mortgagee of a Unit, and the payment of a reasonable administration charge, the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one (1) or more of the following as requested by that person:
 - (i) a statement setting forth the amount of any contributions due and payable in respect of a Unit;
 - (ii) the particulars of:
 - (A) any action commenced against the Corporation and served upon the Corporation;
 - (B) any unsatisfied judgment or order for which the Corporation is liable; and
 - (C) any written demand made upon the Corporation for an amount in excess of FIVE THOUSAND DOLLARS (\$5,000) that, if not met, may result in an action being brought against the Corporation;
 - (iii) the particulars of or a copy of any subsisting management agreement;
 - (iv) the particulars of or a copy of any subsisting recreational agreement;
 - (v) the particulars of any post tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan;
 - (vi) a copy of the current budget of the Corporation;

- (vii) a copy of the most recent financial statement of the Corporation;
- (viii) a copy of the By-Laws of the Corporation;
- (ix) a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
- (x) a statement setting forth the amount of the capital replacement reserve fund;
- (xi) a statement setting forth the amount of the monthly contributions and the basis on which that amount was determined;
- (xii) a statement setting forth the Unit Factors and the criteria used to determine the Unit Factor allocation;
- (xiii) a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the buildings that are included in the Condominium Plan;
- (xiv) a copy of any subsisting lease agreement or exclusive use agreement with respect to the possession of a portion of the Common Property, including a parking stall or storage unit;
- (xv) a copy of the insurance certificate of the Corporation;
- (xvi) in the case of a request by a mortgagee, the records pertaining to the management or administration of the Corporation, the minutes of meetings of the Board and the minutes of any general or similar meeting of the Owners, as prescribed in the Act; and
- (l) obtain and retain by contract the services of a professional management firm for such purposes and on such terms as the Board may from time to time decide.

5. POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board, may:

- (a) purchase, hire or otherwise acquire real and/or personal property:
 - (i) for the maintenance, repair or replacement of any real or personal property of the Corporation or the Common Property; or
 - (ii) in connection with the enjoyment of the real and personal property of the Corporation or the Common Property;

PROVIDED that real property shall only be acquired or disposed of on approval by Special Resolution;

- (b) borrow monies required by it in the performance of its duties or the exercise of its powers, provided that each such borrowing:
 - (i) in excess of 15% of the current year's budget has been approved by Special Resolution; and
 - (ii) which is the greater of (A) in excess of 15% of the Corporation's revenues as set out in the most recent financial statements prepared under section 30(4)(a) of the Act; or (B) the maximum amount of borrowing for the Corporation for that fiscal year, as adopted by a previous resolution to authorize borrowing, has been approved by Special Resolution;
- (c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;
- (d) invest, as it may determine but subject always to investment restrictions set forth in relevant sections of the Act, any monies it holds that are not immediately required by Corporation;
- (e) make an agreement with any Owner, Tenant or Occupant for the provision of amenities or services by it to the Unit or to the Owner, Tenant or Occupant thereof;
- (f) grant to an Owner a lease in respect of areas adjoining or relating to such Owner's Unit, as shown and dimensioned (if applicable) on the Condominium Plan, on such terms and conditions as may be determined by the Board from time to time PROVIDED THAT such lease shall be available for the benefit of Owners, purchasers, Tenants and other lawful Occupants of such Unit, shall not be assignable to anyone who is not an Owner or purchaser by agreement for sale to such Unit and may be terminable upon thirty (30) days notice by the Corporation as against any grantee, lessee or assignee who ceases to be an Owner or purchaser under an agreement for sale of such Unit;
- (g) grant to an Owner the right to exclusive use and enjoyment of part of the Common Property in respect of areas adjoining or relating to such Owner's Unit, or special privileges in respect thereof for such consideration and on such terms and conditions as it deems requisite, and, except for the provisions of these By-Laws relating to parking stalls and storage lockers, and any balcony or patio attached to a Unit, the grant to be determinable on reasonable notice, unless the Corporation by Special Resolution otherwise

resolves and the Corporation may delegate its responsibility to care for and maintain that area or those areas to that Owner or Owners;

- (h) make and amend the Rules to the extent it may deem necessary or desirable from time to time in relation to the use, enjoyment, safety and cleanliness of recreational facilities, if any, and other parts of the Common Property or of any Corporation Property;
- (i) do all things reasonably necessary for the enforcement of the By-Laws and for the control, management and administration of the Common Property generally and of any Corporation Property, including the commencement of an action related to the enforcement of sanctions in accordance with the Act and Regulation and all subsequent proceedings related thereto;
- (j) provide and maintain out of the contributions to be levied by the Corporation towards the Common Expenses, or otherwise, such amount as the Board may determine from time to time to be fair and prudent for a contingency reserve fund and the contingency reserve fund shall be an asset of the Corporation used to cover the cost of unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the capital replacement reserve fund;
- (k) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (l) raise amounts so determined by levying contributions on the Owners in proportion to the Unit Factor for their respective Units, SUBJECT TO any provisions of these By-Laws relating to the limitation or allocation of certain costs solely to specific Owners or any other special cost allocations outlined in these By-Laws;
- (m) recover from Owners:
 - (i) either by an action for debt or otherwise, any sum of money expended by the Corporation for repairs or work done by it or at its direction related to the Unit or Common Property leased or granted to the Owner or Tenant or Occupant of the Unit in accordance with these By-Laws, regardless of whether such repairs or work were required pursuant to these By-Laws or by a notice, demand or order of or by a local authority or any other authority having jurisdiction;
 - (ii) upon the passing of a resolution by the Board whereby a contribution is levied against the Owner of a Unit, recover such contribution by an action for debt or otherwise:
 - (A) from the party that was Owner at the time when the resolution was passed; and

- (B) from the party that was Owner at the time when the action was instituted;

both jointly and severally;

- (n) charge interest, in accordance with the Act and based on the applicable Interest Rate, on any contribution or other monies owing to it by any Owner or other person;
- (o) join any organization serving the interests of the Corporation and assess the membership fee in the organization as part of the Common Expenses;
- (p) authorize the Manager, in writing, to carry out any of the duties and powers of the Corporation or the Board herein contained;
- (q) pay an honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be, from time to time, determined by Ordinary Resolution at a general meeting;
- (r) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and these By-Laws;
- (s) levy penalties by way of monetary sanctions, or commence any such other proceedings as may be available, for the contravention of the By-Laws as permitted under the Act; and
- (t) subject to any limitations and prohibitions contained in the Act, these By-Laws and otherwise by law, have such powers and be able to do all such things which any body corporate shall be empowered and authorized to do under the *Business Corporations Act* (Alberta) (as amended and replaced from time to time) and be able to do all things and have such rights, powers and privileges of a natural person.

6. THE CORPORATION AND THE BOARD

The powers and duties of the Corporation shall, subject to any valid restriction imposed or direction given pursuant to a resolution passed at a general meeting, be exercised and performed by the Board, or the Manager, as authorized by the Board. Every member of the Board shall exercise the powers and discharge the duties of the office of the member of the Board honestly and in good faith.

7. COMPOSITION OF BOARD

Until the first annual general meeting of the Owners after the Developer has sold over half of the Units, the Board shall consist of a nominee or nominees of the Developer. Thereafter, the Board shall be elected at each annual general meeting (although members may also be elected at an extraordinary general meeting) and shall consist of

not less than four (4) nor more than seven (7) individuals who are 18 years of age or older, and PROVIDED THAT the Board members shall be Owners (or representatives thereof in the case of corporate Owners) or representatives of mortgagees with interests in one or more Units who have notified the Corporation of their mortgage interests. The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual general meeting, which resolution shall immediately precede the election of the Board. Where a Unit has more than one Owner, only one Owner in respect of that Unit may sit on the Board at any point in time.

8. ELECTION TO BOARD

At each annual general meeting of the Corporation, all the members of the Board shall retire from office and the Corporation shall elect a new Board to hold office until the close of the next annual general meeting. Notwithstanding the provisions of By-Law 6 or 7, if a Board is not elected at an annual general meeting, the incumbent directors shall continue in office until their successors are elected.

9. ELIGIBILITY FOR ELECTION

A retiring member of the Board shall be eligible for re-election.

In order to be eligible to be elected, an individual must not be in arrears, and must not represent an Owner that is in arrears, of payment of contributions to the Corporation at the date of election to the Board.

Any prospective member of the Board shall, as a condition of nomination, make full disclosure of any potential conflict of interest and any direct or indirect relationships they may have with the Corporation, either contractual, financial or employment related.

No Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than thirty (30) days overdue shall be eligible for election to or membership on the Board.

10. REMOVAL FROM BOARD

The Corporation may, by Ordinary Resolution at an extraordinary general meeting, remove any member or all members of the Board before the expiration of their respective terms of office and appoint another Owner or Owners, as the case may be, to hold office until the next annual general meeting.

11. CONSENT TO ACT

A person who is elected or appointed to the Board at a meeting where they were not personally present shall not become a member of the Board unless they have consented, in writing, to act as such a member within ten (10) days thereafter.

12. CASUAL VACANCY

Any vacancy on the Board may be filled by the remaining members of the Board appointing a person to fill that vacancy for the remainder of the former member's term, provided such person qualifies for membership pursuant to these By-Laws, or in the event that such vacancy does not cause the Board membership to be reduced below the minimum number required under these By-Laws, the Board may choose not to replace the Board vacancy prior to the next election of the Board.

13. MEETINGS OF THE BOARD

The chairperson of the Board may at any time, and the secretary of the Corporation shall, upon the request of a member of the Board, summon a meeting of the Board. Notice of meetings of the Board shall be given to each member thereof not less than forty-eight (48) hours before the time when the meeting is to be held. Each newly elected Board may, without notice, hold its first meeting for the purposes of organization and the election and appointment of officers immediately following the meeting of the Corporation at which such Board was elected, provided a quorum of the Board is present. A member of the Board may, in any manner, waive a notice of a meeting of the Board and attendance by a member at a meeting of the Board shall be considered to be a waiver of notice of the meeting, except when attendance at that meeting is for the sole and express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. Notice of an adjourned meeting of the Board is not required to be given if the time and place of the adjourned meeting is announced at the original meeting. A member of the Board may participate in a meeting of the Board or of a committee of the Board by means of electronic or telephonic communication that permit all persons participating in the meeting to hear and communicate with each other instantaneously including, without limitation, teleconferencing and computer network-based or internet-based communication platforms. A meeting of the Corporation or of its Board may be held entirely by electronic means. Meetings that are not held entirely by electronic means shall be held within the City of Calgary unless the Owners agree, by Ordinary Resolution, to hold the meetings in another location.

14. QUORUM

A quorum of the Board is two (2) where the Board consists of four (4) or less members, and three (3) where it consists of five (5) or six (6) members, and four (4) where it consists of seven (7) members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

15. OFFICERS

At the first meeting of the Board held after each annual general meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and a Secretary who shall hold their respective offices until the conclusion of

the next annual general meeting of the Corporation or until their successors are elected or appointed.

The President shall preside as chairperson at all meetings of Owners and at all meetings of the Board and they shall have such other powers and duties as the Board may determine from time to time by resolution.

The Secretary shall attend to the giving and service of all notices of the Corporation and shall keep the minutes of all meetings of the Corporation and of the Board and of committees of the Board and a book or books shall be kept for that purpose. Subject to the control of the Board, the Secretary shall perform all acts incidental to the office of Secretary.

The Treasurer shall have general charge of the finances of the Corporation. They shall deposit, within the time prescribed in the Act, all monies and other valuable effects of the Corporation in the name and to the credit of the Corporation in trust accounts with such banks or other depositories as the Board may from time to time designate by resolution, and shall render to the Board whenever directed by the Board, an account of the financial condition of the Corporation and of all their transactions as Treasurer. As soon as possible after the close of each financial year they shall make and submit to the Board a like report for such financial year. They shall have charge and custody of and be responsible for the keeping of the books of account required to be kept. Subject to the control of the Board, the Treasurer shall perform all acts incidental to the office of Treasurer.

A person ceases to be an officer of the Corporation if they cease to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold more than one office.

16. ABSENCE OF CHAIRPERSON

The President of the Board shall act as chairperson of every meeting of the Board where they are present. Where the President is absent from any meeting of the Board, or vacates the chair during the course of any meeting, the Vice-President shall act as the chairperson of the meeting and shall have all the duties and powers of the President while so acting. In the absence of both the President and Vice-President, the members present shall from among themselves appoint a chairperson for that meeting who shall have all the duties and powers of the President while so acting.

17. FURTHER DUTIES

The other duties of the officers of the Board shall be as determined by the Board from time to time.

18. MAJORITY VOTE

At meetings of the Board all matters shall be determined by simple majority vote. The chairperson of the meeting shall not have a casting vote in addition to their original vote, and resolutions receiving a tie vote shall be deemed to have been defeated. A resolution of the Board, in writing, signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

19. POWERS OF BOARD

The Board MAY:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit;
- (b) appoint or employ for and on behalf of the Corporation such agents and servants as it thinks fit in connection with the control, management and administration of the Common Property and other Corporation Property and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any valid restriction imposed or direction given pursuant to an Ordinary Resolution passed at a general meeting of Owners, delegate to one (1) or more of the members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (d) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional real property manager or agent for such purposes (including, but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide, SUBJECT ALWAYS to the control and direction of the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties for the Corporation so long as those duties are performed in a good and sufficient fashion. If under such contract the Manager holds funds for the Corporation, the contract shall require the Manager to arrange and maintain a fidelity bond for the benefit of and naming the Corporation and such bond shall be in an amount required by the Board but, in any event, not less than the sum of the following amounts:
 - (i) the total amount of any replacement reserve funds in the hands of or controlled by the Manager;
 - (ii) one month's total condominium contributions of the Corporation or 1/12th of the total annual condominium contributions for all Units in the Project (excluding any special contributions), whichever is the greater; and

- (iii) a sum representing the average monthly amount of cash in the control of the Manager;
- (e) enter into an insurance trust agreement in a form and on terms as required by any Insurance Trustee; and
- (f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing or providing any documents, information, or copies of documents required to be issued by it under the Act or pursuant to these By-Laws.

20. DUTIES OF BOARD

The Board SHALL:

- (a) subject to any valid restriction or direction given pursuant to a resolution passed at a general meeting, carry on the day to day business and affairs of the Corporation;
- (b) keep minutes of its proceedings and upon written request and at the expense of the person requesting, provide copies to Owners and to mortgagees who have notified their interests to the Corporation;
- (c) cause minutes to be kept of general meetings of the Owners and upon the written request and at the expense of the person so requesting, provide copies thereof to Owners and to mortgagees who have notified the Corporation of their interests;
- (d) administer funds of the Corporation in accordance with these By-Laws, whereby:
 - (i) the Board shall cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
 - (ii) all such money shall, except as otherwise authorized in writing, pursuant to a resolution of the Board, be deposited to a separate trust account registered in the name of the Corporation within two (2) banking days of receipt;
 - (iii) all such money is deemed to be held in trust for the performance of the duties and obligations of the Corporation in respect of which the payment was made; and
 - (iv) all such trust money shall be kept intact and not commingled with other funds except as otherwise authorized in writing pursuant to a resolution of the Board;

- (e) prepare, or cause to have prepared, financial statements comprising proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting and distribute copies thereof to each Owner and to each mortgagee who has notified the Corporation of its interest. Such financial statements shall be prepared in accordance with generally accepted accounting principles;
- (f) on written application of an Owner or mortgagee who has notified the Corporation of its interest, or any person authorized in writing by these parties, within twenty-eight (28) days, make the books of account available for inspection at a time reasonably convenient to such party;
- (g) keep a register noting the names and addresses of all Owners and all mortgagees who have given notice of their interests to the Corporation;
- (h) at least once in each year, cause financial statements of the Corporation, including receipts of contributions by all Owners and disbursements made by the Corporation, to be prepared by an independent accountant registered as a public accounting firm under the *Chartered Professional Accountants Act* (Alberta) (as amended or replaced from time to time), with the nature of the financial statement preparation (unaudited or audited) and the appointment of the independent accountant to be made by resolution at each annual general meeting of the Corporation. The financial statements of the Corporation thus prepared are to be distributed to each Owner and to each mortgagee who has notified its interest to the Corporation either in advance of, or at, the annual general meeting, but in any event no later than within ninety (90) days of the fiscal year end of the Corporation. SUBJECT ALWAYS to any accounting or reporting requirements of the Act and the Regulation, the accounting and reporting obligations under this paragraph may be altered or waived upon the passing of an Ordinary Resolution to that effect at an annual general meeting of the Corporation;
- (i) within thirty (30) days from the conclusion of the Corporation's annual general meeting, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the names and addresses of the members of the Board;
- (j) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation adopted by resolution of the Board; and
- (k) file or cause to be filed at the Canada Customs and Revenue Agency office, required returns for payroll source deductions of Corporation employees (if any), GST returns, if required, an annual notice of the non-profit status of the Corporation and any other reports, statements or returns required by

Canada Customs and Revenue Agency or any other government body or agency under Applicable Law.

21. VALIDITY OF ACTS

All acts done in good faith by the Board are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Board, as valid as if the member had been duly appointed or had duly continued in office.

22. VACATION OF OFFICE

The office of a member of the Board shall be vacated if the member:

- (a) dies; or
- (b) ceases to qualify for membership pursuant to these By-Laws; or
- (c) commences any legal proceedings against the Board or the Corporation; or
- (d) becomes bankrupt under the *Bankruptcy and Insolvency Act* (Canada), or any legislation passed in substitution therefor or replacement thereof or makes an assignment for the benefit of creditors; or
- (e) is more than sixty (60) days in arrears in payment of any contribution required to be made by them (or the Owner they represent) as an Owner; or
- (f) is more than sixty (60) days in default of a judgement by a court of any money owing to the Corporation; or
- (g) is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act* (Alberta); or
- (h) is the subject of a certificate of incapacity that is in effect under the *Public Trustee Act*; or
- (i) is a formal patient as defined in the *Mental Health Act* (Alberta); or
- (j) has been found, in Alberta or another province, to be of a mental state that is the equivalent of a state described in clauses (g) to (i) and that finding has not expired or been overturned or vacated by a court in Canada;
- (k) is convicted of an indictable offence for which the member is liable to imprisonment; or
- (l) resigns their office by serving notice in writing upon the Corporation; or

- (m) is absent from three (3) consecutive meetings of the Board, without permission of the remaining members of the Board, and a majority of the remaining members resolve at the next, subsequent meeting of the Board that their office be vacated; or
- (n) is refused bonding, at a reasonable premium, by a recognized bonding institution; or
- (o) other such circumstances as may be prescribed by the Act from time to time.

23. SIGNING AUTHORITIES

The Board shall determine, by resolution from time to time, which officer or officers or other persons shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal and may authorize the Manager to sign the same with or without co-signing by any such officer or officers.

24. CORPORATE SEAL

The Corporation shall have a corporate seal, which shall at no time be used or affixed to any instrument except in the presence of at least two (2) members of the Board or in the presence of any one (1) or more members of the Board as may be authorized from time to time by resolution of the Board, who shall each sign every instrument to which the corporate seal is affixed, except that where there is only one (1) member of the Board, their signature shall be sufficient for the purpose for this By-Law and, if the only member is a corporation, the signature of its appointed representative on the Board shall be sufficient for the purpose of this By-Law.

PART IV

MEETINGS

25. ANNUAL GENERAL MEETINGS

The first annual general meeting shall be called by the Board in accordance with the requirements of the Act. Subsequent annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next. The Owners may participate in such meetings by means of electronic or telephonic communication that permit all persons participating in the meeting to hear and communicate with each other instantaneously including, without limitation, teleconferencing and computer network-based or internet-based communication platforms. All such meetings may be held entirely by electronic means. Meetings that are not held entirely by electronic means shall be held within the City of Calgary unless the Owners agree, by Ordinary Resolution, to hold the meetings in another location.

26. EXTRAORDINARY GENERAL MEETINGS

All general meetings other than the annual general meetings shall be called extraordinary general meetings.

27. CONVENING MEETINGS

The Board may, whenever it thinks fit, and shall, upon a requisition in writing by Owners representing not less than twenty-five percent (25%) of the total Unit Factors for all the Units or upon the request in writing from mortgagees holding registered mortgages (and who have notified the Corporation of their interests) against Units in respect of which corresponding Unit Factors represent not Less than twenty-five percent (25%) of the total Unit Factors for all the Units, or a combination of such Owners and mortgagees entitled to vote with respect to twenty-five percent (25%) of the total Unit Factors for all the Units convene an extraordinary general meeting which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners. All such meetings shall be held within the City of Calgary, unless such meeting is held entirely by electronic means or the Owners agree, by means of an Ordinary Resolution, to hold the meetings in another location.

28. NOTICE OF GENERAL MEETINGS

A minimum of fourteen (14) days' notice but no more than thirty (30) days' notice of every annual general meeting and extraordinary general meeting, specifying the place, the date and the hour of meeting, and in the case of special business, the general nature of such business, shall be given to all Owners and first mortgagees who have notified their interests to the Corporation.

The notice of every annual general meeting shall include an annual report respecting the reserve fund and may include the financial statements for the Corporation's preceding fiscal year, if available at the time of such notice.

Notice shall be given to each Owner, to each member of the Board and to such mortgagees who have given the Corporation written notice of their interests, in the manner prescribed in these By-Laws, but the accidental omission to give notice thereto or the non-receipt by such persons does not invalidate the meeting or any proceedings thereat. A notice of meeting is not required to be sent to Owners who were not registered on the records of the Corporation on the record date hereinafter referred to.

In computing the number of days notice of a general meeting required under these By-Laws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.

Notice of such meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed to be the equivalent of receipt of due and proper notice of the meeting and attendance of that is person is a

waiver of notice of the meeting, except when they attend a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully convened.

29. RECORD DATE

For the purpose of determining Owners entitled to receive notice of a meeting, the Board may fix in advance a date as the record date for that determination of Owners, but that record date shall not precede by more than thirty (30) or by less than fourteen (14) days the date on which the meeting is to be held. If no record date is fixed, the record date for the determination of Owners entitled to receive notice of a meeting shall be at the close of business on the last business day preceding the day on which the notice is sent or, if no notice is sent, the day on which the meeting is held.

30. PROCEEDINGS AT GENERAL MEETINGS

- (a) All business that is transacted at an annual general meeting, or at any extraordinary general meeting, with the exception of the consideration of accounts and financial statements, appointment of auditors and solicitors, election of members to the Board, election of the chairperson, calling of the roll and certification of proxies and proving notice of meeting, shall be deemed to be special business.
- (b) The nature of such special business and the text of any resolution to be submitted to the meeting shall be set out in sufficient detail in the notice of the meeting so as to permit an Owner or mortgagee to form a reasoned judgement on the nature of that business.
- (c) No such item of special business shall be effective to direct or limit the exercise by the Board of any authority or power vested in it under the Act or these By-Laws.
- (d) Unless otherwise specifically required by the Act and these By-Laws, all business may be conducted or approved by Ordinary Resolution.

31. QUORUM FOR GENERAL MEETINGS

Save as otherwise provided in these By-Laws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and the presence of one-quarter (1/4) of the persons entitled to vote, representing not less than 2500 of the Unit Factors, either in person or by proxy shall constitute a quorum.

32. ADJOURNMENT FOR LACK OF QUORUM

If, within one-half (1/2) hour from the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the

same place and time; and if, at the adjourned meeting, a quorum is not present within one-half (1/2) hour from the time appointed for the meeting, the persons entitled to vote who are present shall be a quorum.

33. CHAIRPERSON

The President of the Board shall be the chairperson of all general meetings or, in their absence from the meeting or in case they shall vacate the chair, the Vice-President of the Board shall act as chairperson; provided always that, if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a chairperson.

34. ORDER OF BUSINESS

The order of business at general meetings, and as far as is appropriate at all extraordinary meetings, shall be:

- (a) if the President or the Vice-President of the Board shall be absent, or elects to vacate the chair or refuses to act, the election of the chairperson of the meeting;
- (b) calling to order by the meeting chairperson, calling of the roll, certifying the proxies, and establishing quorum;
- (c) proof of notice of meeting or waiver of notice;
- (d) approval or amendment of agenda;
- (e) reading and disposal of any unapproved minutes;
- (f) report of officers;
- (g) report of committees;
- (h) consideration of financial statements and the annual report respecting the reserve fund;
- (i) appointment of auditors and solicitors for the Corporation;
- (j) resolution establishing the number of Board members for the upcoming year;
- (k) resignation of the Board (to be effective upon the election of a new Board);
- (l) election of the Board;
- (m) unfinished business from the previous general meeting;
- (n) new business;

- (o) any special business; and
- (p) adjournment.

35. SHOW OF HANDS SUFFICIENT

At any general meeting, a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy PROVIDED THAT the voting for election of members of the Board may be conducted by written secret ballot in such manner as the chairperson deems fit that is consistent with and in compliance with these By-Laws and the Act. Unless a poll be so demanded prior to the vote, a declaration by the chairperson that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters shall be decided by Ordinary Resolution.

36. WHEN POLL REQUIRED

A poll, if demanded, shall be taken in whatever manner the chairperson thinks fit, and the result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded. In the case of equality in the votes, whether on a show of hands or on a poll, the chairperson of the meeting is entitled to a casting vote in addition to their original vote. The party demanding a poll may withdraw the request for a poll at any time prior to the vote.

37. VOTES OF OWNERS

On show of hands, each Owner shall have one vote. On a poll, the number of votes that a person may cast shall correspond to the Unit Factors for the respective Units represented by that person. If a body corporate or association is an Owner, the Corporation shall recognize any individual authorized by written resolution of the directors or governing body of the body corporate or association to represent such Owner at meetings of Owners. An individual so authorized may exercise on behalf of the body corporate or association they represent all the powers it could if it were an individual Owner.

38. METHOD OF VOTING

On a show of hands or on a poll, votes may be given either personally or by proxy. On a show of hands, each Owner shall have one vote. On a poll, an Owner shall have votes corresponding to the Unit Factor number for the Unit(s) owned by that Owner.

39. PROXY

An instrument appointing a proxy shall be in writing under the hand of the appointer or their attorney, and may be either general or for a particular meeting. A proxy need not be an Owner or party otherwise eligible to vote.

40. ELIGIBILITY TO VOTE

No Owner is entitled to vote at any general meeting if any contribution payable in respect of the Owner's Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or the Common Property is in arrears for more than thirty (30) days prior to the date that the power of voting may be exercised. Regardless of the eligibility or ineligibility to vote, as the case may be, the presence of any such Owner shall be included in the attendance count for the purposes of establishing quorum pursuant to these By-Laws.

41. CO-OWNERS: ELIGIBILITY

Co-Owners may vote by proxy, but only if the proxy is jointly appointed by them or by one of the co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, only one co-Owner shall be entitled to vote on a show of hands, but any one co-Owner may demand a poll.

42. CO-OWNERS: SHARE OF VOTE ON A POLL

On any poll, each co-Owner is entitled to such part of the vote applicable to their Unit as is proportionate to their interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interest in the Unit of the co-Owners that do not otherwise vote either personally or by individual proxy.

43. SUCCESSIVE INTERESTS

Where Owners are entitled to successive interests in a Unit, and the Unit is not subject to a registered mortgage where the Corporation has been notified in writing by the mortgagee of its interests in the Unit, the Owner entitled to the first interest alone is entitled to vote, whether on a show of hands or a poll. In the event that an Owner's interest in their Unit is subject to a registered mortgage, the power of voting conferred on the Owner by the Act or these By-Laws may be exercised as follows:

- (a) first, by the mortgagee, if any, that is first entitled in priority, only if that mortgagee has notified the Corporation of its interest in the Unit in writing, and if that mortgagee or as duly authorized representative or proxy is present at the meeting at which the vote is being conducted;
- (b) second, by the Owner, provided that the Owner or their duly authorized representative or proxy is present at the meeting at which the vote is being conducted; and

- (c) third, and subsequently, in order of their priority among themselves, by any other mortgagees who are subsequent in priority to the mortgagee referred to in clause (a) of this paragraph, if and only if the subsequent mortgagee wishing to exercise the power of voting has notified the Corporation of the mortgage in writing and is present (or its duly authorized representative or proxy is present) at the meeting at which the vote is being conducted.

44. TRUSTEE

Where an Owner is a trustee, they shall exercise the voting rights in respect of the Unit to the exclusion of persons beneficially interested in the trust, and those persons shall not vote.

45. MORTGAGEE

Notwithstanding provisions of these By-Laws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage, and where the mortgage or these By-Laws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee, SUBJECT TO the priority provisions of the Act with respect to the voting rights of first mortgagees, Owners and second and subsequent mortgagees, and where the mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. A mortgagee is not entitled to vote if any contribution payable in respect of the Owner's Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or the Common Property is in arrears for more than thirty (30) days prior to the date that the power of voting may be exercised.

PART V

ASSESSMENTS

46. ALLOCATION OF COMMON EXPENSES

- (a) All of the Common Expenses of the Corporation shall be paid by the Owners in proportion to their Unit Factors for their respective Units (which proportion to be paid by such an Owner shall be determined by dividing the aggregate Unit Factors for the Units owned by them by the aggregate Unit Factors for the Units) and, without limiting the generality hereof, such Common Expenses shall include the following:
 - (i) all levies or charges on account of electricity, water, sewer, gas and fuel service supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner or group of Owners either by meter or otherwise, and such levies or charges against the real or personal property of the Corporation;

- (ii) all costs of maintaining insurance as required under these By-Laws or the Act and Insurance Trustee fees, if any, except to the extent that policies of insurance may be carried in respect to property owned or used solely by a certain group of Owners who are separately billed for the costs thereof;
- (iii) all charges on account of maintaining the heating, ventilation, and air conditioning systems servicing the entire building upon the Parcel;
- (iv) all charges on account of maintenance for Common Property, Corporation Property and any other property (including portions of the Units) for which the Corporation is responsible under these By-Laws or it is required to maintain pursuant to Applicable Law (including, without limiting the generality of the foregoing, all charges on account of maintaining and repairing elevators and building safety or security systems, exterior building walls, roof, foundation and other structural components of the building upon the Parcel, cleaning, painting and maintaining the parkade, interior walls, floors and ceilings (but not the finishes or decorations thereto unless such interior walls, floors and ceilings form part of the Common Property));
- (v) all reserves for repairs and replacement of the property described in (iv) above;
- (vi) all costs of borrowing money for the purpose of carrying out the duties or responsibilities of the Corporation as set forth in these By-Laws;
- (vii) management fees and wages, salaries, taxes and other expenses payable to or on account of employees or individual contractors of the Corporation;
- (viii) all charges on account of ice, snow and debris removal from Common Property, excepting exclusive use areas, and all charges related to garbage removal;
- (ix) all charges on account of landscaping of Common Property;
- (x) all charges for maintaining and replacing lighting or electrical fixtures situated on Common Property, excepting the light fixtures, their bulbs, and electrical service in connection with lighting which, although installed on Common Property, are separately metered to Units and billed to the Owners of such Units;
- (xi) all charges on account of any resident Manager's suite owned or leased by the Corporation;

- (xii) all realty taxes and other municipal and governmental levies or assessments against any Unit owned by the Corporation or other real property owned by it;
- (xiii) all charges and payments due pursuant to any easement;
- (xiv) all costs and charges for all manners of consultation, professional and servicing assistance required by the Corporation, including, without limiting the generality of the foregoing, all legal, accounting and appraisal fees, management fees, wages, salaries and other expenses payable to or on account of employees of the Corporation, and engineering fees (including replacement reserve fund studies, reserve fund reports, reserve fund plans and annual reserve fund reports) and any and all disbursements related to such services;
- (xv) all costs and charges of furnishings, tools and equipment for use in and about any recreational facilities or amenities including the repair, maintenance or replacement thereof;
- (xvi) all costs of obtaining and maintaining fidelity bonds as provided in these By-Laws;
- (xvii) all costs whatsoever of the Corporation incurred in connection with the Common Property or in furtherance of any valid purpose of the Corporation or in the discharge of any obligation of the Corporation; and
- (xviii) all costs of GST or any similar tax imposed on the condominium contributions hereunder as required by Canada Customs and Revenue Agency or any other federal body, or any municipal or provincial government.

47. ASSESSMENTS FOR COMMON EXPENSES AND BUDGETS

- (a) At least fifteen (15) days prior to the end of each fiscal year, the Corporation shall deliver or mail to each Owner at the address provided to the Corporation for such notices (but if no address has been provided by an Owner the notice shall be to the municipal address of the Unit owned by the Owner):
 - (i) a copy of the applicable budget for each class of Owners for the ensuing fiscal year which has been adopted by resolution of the Board; and
 - (ii) a notice of the assessment for the Owner's contribution towards the Common Expenses for the Owner's Unit.

- (b) The budgets shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles and shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budgets shall include a reasonable provision for contingencies and replacements (that is, contributions to the replacement reserve fund in keeping with the replacement reserve plan) plus any deficiencies from the previous year or years. In preparing the budget, the Corporation shall deduct any surplus accumulated in the preceding year, but shall exclude the amount then outstanding in the contingency reserve fund.
- (c) Subject to the Act, the capital replacement reserve fund may be used for the repair or replacement of any real and personal property owned by the Corporation, the buildings upon the Parcel and the Common Property, but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget. Subject to the Act, the Board may by resolution determine the maximum amount that may be paid from the capital replacement reserve fund in respect of a single expenditure. Notwithstanding the foregoing, to the extent reserve funds are contributed to solely by a certain class of Owners then that reserve fund shall be used solely for the purpose for which it was established.
- (d) All the contributions for the Common Expenses shall be payable by each Owner to the Corporation, or to any person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal, consecutive monthly installment payments payable, in advance, on the first day of each month, the first installment to be made on the first day of the month immediately following receipt of such notice of contribution or such other time as may be prescribed by the Corporation.
- (e) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due.
- (f) The Corporation shall, on the application of the Owner, purchaser or mortgagee, or the solicitor of an Owner, purchaser or mortgagee or any person authorized in writing by any of those persons, certify, within ten (10) days:
 - (i) the amount of any contribution determined as the contribution of the Owner;
 - (ii) the frequency at which contributions are payable;

- (iii) the amount of contributions payable that is in arrears, if any; and
- (iv) the interest owing, if any, on any unpaid balance of a contribution;

and, in favour of a person dealing with that Owner the certificate so issued shall be conclusive proof of the matters certified in it as of the date of the certificate.

- (g) The omission by the Board, or the Manager, to fix the contributions hereunder for the next ensuing year shall not be deemed a waiver or modification in any respect of the provisions of these By-Laws, or a release of the Owner or Owners from their obligation to pay the contribution or special contributions, or any installments thereof, for any year or period, but the contribution fixed for the preceding year shall continue until new contributions are fixed. Furthermore, no Owner can exempt them from liability for their contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning their Unit.

48. SPECIAL ASSESSMENTS

If, at any time after the cessation of management by the Developer, it appears that the annual assessment or contribution towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or contributions against each Unit in an amount sufficient to cover the additional anticipated Common Expenses, PROVIDED THAT before assessing a special contribution or assessment to pay for the cost of a structural addition, the cost of which exceeds twenty-five thousand dollars (\$25,000.00), the Corporation shall first secure a Special Resolution approving such expenditure. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special contribution shall be determined and assessed against the Owners in accordance with these By-Laws. All such special contributions shall be payable on or before the due date for payment as specified in the notice, and if not so paid, shall bear interest at the Interest Rate from the due date until paid.

49. DEFAULT IN PAYMENT AND LIEN FOR UNPAID AMOUNTS

- (a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, installment or payment due to the Corporation, which lien shall be a prior paramount lien against such estate or interest, subject only to the rights of any registered first mortgagee and any municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title or interest of such Owner. The Corporation shall have the right

to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, installment or payment and any interest owing and for so often as there shall be any such unpaid installment or payment; provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, installment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof, and all installments and/or payments and interest thereon at the Interest Rate herein prescribed from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time. In determining the amount payable to the Corporation, the Owner responsible for any such unpaid amount shall also be responsible for the Corporation's reasonable costs associated with such unpaid amount, including, without limiting the foregoing, legal expenses and fees incurred by the Corporation, and disbursements on a solicitor and client basis. The Corporation shall ensure that, in commencing legal proceedings to collect amounts owing to it by an Owner, it complies with any applicable time limit provisions of the *Limitations Act* (Alberta) so as to preclude such Owner raising a defense of immunity from liability in respect of the Corporation's claim.

- (b) Any other Owner or person, firm or corporation whatsoever may pay any unpaid assessment, installment or payment, and any interest owing, after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned, and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce their lien, thereby created, in accordance with the other terms and conditions of this By-Law.
- (c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, installment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgement therefor shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security securing the same.
- (d) In the event of any assessment against or installment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board shall give notice of such default to all mortgagees having an interest

in such Owner's Unit who have, in writing, notified their interests to the Corporation.

- (e) In the event of any contribution, assessment against or installment or payment due from an Owner remaining due and unpaid for a period of sixty (60) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, installments and payments for the then current fiscal year upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, installments and payments shall become payable on and as of the date of the said notice.

50. ESTOPPEL CERTIFICATES

Any certificate as to the Owner's position with regard to expense assessments or otherwise, issued by an officer of the Corporation, under the corporate seal, or signed by the Manager, shall be deemed an estoppel certificate, and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with that Owner; but this shall not prevent the enforcement against the Owner of all obligations of that Owner, whether improperly stated in such estoppel certificate or not.

PART VI

MISCELLANEOUS

51. VIOLATION OF BY-LAWS

- (a) Any infraction or violation of or default under these By-Laws or any Rules, on the part of an Owner, their servants, agents, licensees, invitees or Tenants or Occupants that has not been corrected, remedied or cured within two (2) weeks of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses expended or incurred by the Corporation, including legal costs on a solicitor and client basis, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest at the Interest Rate prescribed herein until paid.
- (b) The Corporation may recover from an Owner, by an action for debt in any court of competent jurisdiction, any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, their

servants, agents, licensees, invitees or Tenants or Occupants, which violates these By-Laws or the Rules, and for which two (2) weeks prior written notice has been given by the Corporation, and there shall be added to any judgment all costs of such action, including costs as between solicitor and client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of their rights and the exercise of their remedies.

- (c) If the Board determines that a breach of any By-Law has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, specifying a reasonable time in which the breach is to be rectified, and containing all other information as required under Section 73.7 of the Regulations. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction (up to the maximum amounts permitted under the Act and Regulation, as amended from time to time), to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified. The notice alleging the breach shall also specify the non-monetary or monetary sanction to be levied if the breach is not rectified. If a Tenant or an Owner is alleged to be in breach, the notice shall also be served on the Tenant and it shall specify whether the Owner, the Tenant, or both are liable for payment of the monetary sanction. Such monetary sanction shall be five hundred dollars (\$500.00) for the first instance of non-compliance and one thousand dollars (\$1,000.00) for the second and subsequent instances of non-compliance. For continuing non-compliance, the monetary sanction is one thousand dollars (\$1,000.00) for each subsequent week or each week of any subsequent continuing non-compliance. The Board shall comply with the requirements set forth in the Act and the Regulation when imposing sanctions, including without limitation providing the required notices, response times and abiding by the maximum amounts prescribed for monetary sanctions. No monetary sanctions may be imposed for a failure to comply with any of the rules and regulations.
- (d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed to enforce the sanction in accordance with the Act and Regulations and all remedies open to the Corporation under these By-Laws.
- (e) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act.

- (f) Each time that an Owner, Tenant or Occupant contravenes these By-Laws shall be considered a separate contravention.

52. DEVELOPER'S MANAGEMENT AND RIGHTS

- (a) During such time as the Developer of the Project, or a party affiliated with the Developer, is the Owner or Tenant of one (1) or more Units, it shall be entitled to, and have the right:
 - (i) to maintain any such Unit or Units, whether owned or leased by it, as a display Unit or Units and to carry on all sales functions it considers necessary from such Unit or Units; in particular, but without limiting the generality of the foregoing, the Developer, or such affiliated party, together with its agents, employees and mortgage inspectors, shall be entitled to bring and allow prospective purchasers in and upon the Common Property and portions thereof; and
 - (ii) to the use of the Common Property for the purpose of displaying signs to indicate the sale of Units and will be entitled to effect all other reasonable use of the Common Property and Units to assist in completion of the Project and to assist in selling any of the Units including the use of show suites for such purposes and including the bringing and allowing of prospective purchasers in and upon the Project and portions thereof and allowing access upon the Common Property to the contractors to complete the Project.
- (b) During such time following registration of the Condominium Plan, but prior to the initial general meeting of the Owners, the Developer may provide loans to the Corporation to pay its obligations from time to time, which loans shall be interest-bearing at the Interest Rate specified herein, and which loans shall be repaid by the Corporation no later than ninety (90) days following the initial general meeting of the Corporation.
- (c) The Developer shall have the right to amend these By-Laws at any time prior to Condominium Plan registration, or following Condominium Plan registration in accordance with the Act.
- (d) Notwithstanding anything to the contrary contained in these By-Laws, the Developer shall not be obliged to observe By-Laws 3(a)(v), (vi), (vii) or (x).
- (e) Until such time as the first general meeting of the Owners (not comprised solely of the Developer) following Condominium Plan registration, the Developer shall be entitled, through its nominee(s) on the Board, to exercise all of the powers vested in the Board by these By-Laws, and the Owners shall indemnify the Developer and its representatives against all claims, losses, costs and expenses, including legal counsel fees, reasonably incurred in connection with any action, suit or proceeding to which the

Developer or its representatives may be made a party by reason of fulfilling the duties of the Board.

- (f) Without limiting the general rights and powers of the Developer to exercise the duties of the Board prior to the said first general meeting of the Owners, the Developer shall have the right to permanently assign balcony or patio area(s) (if any) adjoining each Unit as exclusive use area(s) to such Unit with the sale of each Unit, and may permanently assign a personal property storage area to each Unit, and may, if it elects to do so, grant leases for such Common Property pursuant to the Act and these By-Laws on behalf of the Corporation, which right of assignment or lease shall only be extinguished following the sale of all Units in the Project.

53. DAMAGE OR DESTRUCTION

- (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine, within thirty (30) days of the occurrence, whether there has been substantial damage and shall give notice thereof to the Insurance Trustee immediately upon such determination. For the purpose of this paragraph, substantial damage shall mean damage to the extent of fifty percent (50%) or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this paragraph, the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage, the Board shall convene an extraordinary general meeting and give at least ten (10) days' notice by registered mail to all mortgagees who have provided the Corporation with written notice of their mortgage interests. Unless there has been substantial damage and the Owners, by Special Resolution, resolve not to proceed with repair or restoration within one hundred twenty (120) days after damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board or the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restorations in excess of the insurance proceeds shall constitute a Common Expense and the Board may include such deficiency as part of the Common Expenses. The obligation to repair hereunder is mutually exclusive of the general obligation to maintain and does not include the repair or improvements made to any Unit by any Owner (other than the Developer) after registration of the Condominium Plan, except to the extent that such improvements have been duly added to the Corporation's insurance coverage in accordance with these By-Laws.

Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred twenty (120) days after the damage

or destruction not to repair, the Board shall make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to consent to such application. Upon termination of the condominium status, the proceeds of insurance shall be paid firstly to the Insurance Trustee and then to the Owners and mortgagees as their respective interests may appear in proportion to their respective interests in the Parcel and in accordance with the terms of any Insurance Trust Agreement in effect, AND In making any apportionment hereunder, the Insurance Trustee shall have regard to the interest of all Owners, mortgagees and the Corporation, and shall make a just and equitable apportionment. Any apportionment proposed by the Insurance Trustee shall be first notified to all the Owners, mortgagees who have notified the Corporation of their mortgages and the Corporation, and no distribution of proceeds shall be made until after the expiry of thirty (30) days after the last of such parties has been notified. If any of such parties shall dispute the apportionment made by the Insurance Trustee, then such party must notify the Insurance Trustee in writing within thirty (30) days of their receipt of notice as aforesaid. If no party disputes the proposed distribution, the Insurance Trustee may proceed with the distribution as proposed. If any such party shall dispute the proposed distribution, the Insurance Trustee shall refer the matter to the Court authorized to deal with schemes and terminations under the Act, and the distribution shall be settled and determined by such Court on such terms and conditions as it may deem just and equitable.

- (b) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these By-Laws, whichever is greater.
- (c) The Corporation shall not be responsible to the Owner for any loss, damage or expense caused by an overflow or leakage of water from any adjoining building(s) or by the breaking or bursting of any pipes or plumbing fixtures, or in any other manner whatsoever, unless such damage shall result from the negligent act or omission on the part of the Corporation, its servants, agents, employees or officers or such damage is insured against.
- (d) Subject to the Act, where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or the Common Property, the Corporation and its servants, employees and agents shall, in carrying out any work or repairs, do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such works and

restore the Unit to its former condition, leaving the Unit clean and free from debris.

- (e) An Owner shall indemnify and save harmless the Corporation from the expense of any maintenance, repair or replacement rendered necessary to the Common Property, to other Corporation Property or to any Unit by their act or omission or by that of any member of their family or their or their guests, servants, agents, invitees, licensees, Tenants or Occupants.

54. INSURANCE

- (a) The Board, on behalf of the Corporation, shall obtain and maintain at all times, subject always to the Act and the Regulation, to the extent available, the following insurance:
 - (i) property insurance with extended coverage endorsement for such perils as the Board shall deem advisable (the perils insured against shall be “all risks” as that term is generally understood in the insurance industry, and, in any event, not less than any and all of the perils prescribed or otherwise required to be insured against by the Regulation for physical loss or damage) insuring:
 - (A) all of the insurable Common Property;
 - (B) all insurable property of the Corporation, both real and personal, of any nature whatsoever;
 - (C) all of the Units and all of the improvements and betterments made to the Units by the Developer and by the Owners (provided the Board has been formally notified of such improvements and betterments with detailed drawings, specifications and photographs, and provided that the Board has been provided with a statement of replacement value for such improvements and betterments, such statement to be prepared by a qualified contractor, architect or cost consultant and provided further that the Corporation’s insurance shall be limited to such replacement value amount as certified, but excluding always any furnishings and other personal property of each Owner, whether or not installed in the Unit), for the full replacement cost thereof, without deduction for depreciation;
 - (ii) boiler and machinery insurance;
 - (iii) general liability insurance, including any liability incurred by the Corporation arising out of a breach of duty as the occupier of the Common Property and Units (to the extent permitted in these By-Laws) and incident to the ownership or use of any property owned

by the Corporation, including any machinery, equipment, pressure vessels and vehicles, insuring the Insureds (as hereinafter defined) against their liability for bodily injury, death and damage to property, to third parties or to Owners and their invitees, licensees, Occupants or Tenants incidental to the enforcement of these By-Laws and the control, management and administration of the Common Property, the Units and the Corporation Property and such insurance shall have limits of liability in amounts not less than \$2,000,000.00 inclusive for bodily injury and/or property damage per occurrence;

- (iv) liability insurance, including errors and omissions coverage, in such amounts and with such deductibles as the Board may determine, insuring the Board and every member and officer thereof from time to time and each employee of the Corporation from and against all liabilities, charges, loss, costs, and expenses, including counsel fees, reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a member, employee or officer of the Corporation or arising out of any act or omission of that member, officer or employee with respect to carrying out the functions of a member, officer or employee, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty or for failing to discharge the duties of the office of a member of the Board honestly and in good faith; and
 - (v) such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Ordinary Resolution.
- (b) Any such insurance policies shall insure the interests of and name as insureds:
- (i) all of the Owners from time to time;
 - (ii) all mortgagees who have given written notice of their interests to the Corporation;
 - (iii) the Corporation; and
 - (iv) the Board and the Manager.

(hereinafter collectively called the “**Insureds**”), as their respective interests may appear; and

all insurance coverage dealt with in this By-Law shall be purchased from such parties that are licensed and registered to offer insurance in the Province of Alberta, and on such terms and conditions as the Board approves, including, without limiting the generality of the foregoing, any reasonable deductible amounts imposed or otherwise requested by the insurer(s).

- (c) Each and every policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
- (i) that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all of the Insureds;
 - (ii) that such insurance shall be deemed to be primary insurance, and that insurance coverage purchased by any Owner or mortgagee shall be considered to be excess coverage;
 - (iii) standard mortgage endorsements attached to each such policy;
 - (iv) a waiver by the insurer of its rights of subrogation against the Corporation, the Board, its Manager, agents, employees and servants, and the Owners and any member of the household or guests of any Owner, except for arson, fraud and vehicle impact;
 - (v) that no breach of any statutory condition or other condition of any policy by any Insured shall invalidate the insurance or forfeit the insurance and, in the event of such breach by any Insured, the insurance may only be subject to forfeiture or defence of breach of condition insofar as the separate interest of the Insured person or party in breach are concerned and, in any event, the Insureds shall not be held responsible for failure to comply with warranties or conditions of the policy in any portion of the property insured over which the Insured(s) have neither knowledge nor control;
 - (vi) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each Insured as if a separate policy had been issued to each Insured; and
 - (vii) that the Insurance Trustee shall have the right, at its sole option, to obtain a cash settlement (without deduction for depreciation) in the event of substantial damage to the building(s) and the determination by resolution of the persons entitled to vote or by order of the Court of Law having jurisdiction in that behalf to terminate the condominium status of the building(s), and the insurer's option to reconstruct the damaged premises shall be deleted or waived.

- (d) At least every three (3) years, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, Units, buildings and all of the property of the Corporation. A copy of such appraisal or appraisal update shall, on request, be delivered to each mortgagee who has given written notice of its mortgage to the Corporation. The Board shall forthwith, upon receiving the appraisal or appraisal update, ensure that its insurance coverage under any and all such applicable policies of insurance are in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update, without deduction for depreciation. In addition to such insurance coverage for the replacement value of the Common Property, Units, buildings and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (including liability) to such amounts and levels required by and as would be maintained by an owner of similar property in the locality in which the Project is situated.
- (e) A renewal certificate or memorandum of new insurance policies shall, on request, be furnished to each Insured forthwith upon placement or renewal of any insurance policies. The original policies of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request. Further, a certificate or memorandum of all insurance policies and endorsements thereto shall be issued by the Board, or by the Manager on its behalf, within ten (10) days from the day of receiving a request therefor from a purchaser, Owner or mortgagee of a Unit and a duplicate original or certified copy of each such policy shall be forwarded within thirty (30) days from the day of receiving that request from a purchaser, Owner or mortgagee of a Unit.
- (f) Notwithstanding anything aforesaid, but subject to the terms of any insurance trust agreement, all proceeds of insurance on loss or claim shall be paid:
 - (i) if the proceeds are less than FIVE THOUSAND DOLLARS (\$5,000.00), to the Corporation which shall apply such proceeds to the repair and restoration of the damage or loss; and
 - (ii) if the proceeds are equal to or in excess of FIVE THOUSAND DOLLARS (\$5,000.00), to the Insurance Trustee who shall apply such proceeds to the repair and restoration of the damage or loss (save as herein provided);

and the Board, on behalf of the Corporation, shall cause a separate loss payable endorsement to be issued in respect of any policies issued in favour of the Insurance Trustee. The exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its

authorized representative, and the Insurance Trustee, and any expense associated with the Insurance Trustee or any deductible amounts payable under any insurance policy shall be treated as Common Expenses of the Corporation, subject always to the Corporation's ability to recover such costs from parties responsible for the loss claimed.

- (g) The Owners may, and upon written request of any mortgagee shall, carry insurance on their own Units as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Owner AND PROVIDED FURTHER THAT neither the Corporation nor the Board shall be required or have any duty to insure the interests of Tenants against liability or for their belongings, contents, or other personal property. The insuring of any contents within a Unit is the sole responsibility of the Owner, Tenant or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to the Unit however caused.
- (h) In the event an Owner incurs or suffers damage or loss to those parts or portions of the windows or doors which constitute part of the Owner's Unit or to any interior finishing or improvements of the Unit and/or the Common Property adjacent thereto that is covered or insured under any insurance policy of the Corporation and such Owner elects to pursue recovery of such loss or damage under any insurance policy of the Corporation, such Owner shall be responsible for and pay the full amount of any deductible on such claim if, in the sole opinion of the Board, such damage or loss was caused by or arose out of an act or omission by such Owner, their servants, agents, licensees, invitees, Occupants or Tenants and such amount shall be recoverable by the Corporation as a contribution from such Owner, in addition to all other costs, charges, and liabilities arising out of any such loss that may be sustained or incurred by the Corporation.
- (i) Each Owner shall purchase insurance with respect to deductibles that may be payable to the Corporation under Section 62.4 of the Regulations in respect of the Corporation's insurance policy in an amount equal to the maximum recoverable amount permitted under the Act and Regulation, as may be amended from time to time. Upon demand by the Corporation or the Manager, each Owner shall provide to the Corporation or the Manager a certificate of insurance confirming that the Owner has obtained and kept in force the insurance required by this Section.

55. LEASING OF UNITS

- (a) In the event that any Owner desires to lease or rent their Unit, they shall furnish to the Corporation an undertaking signed by the proposed lessee or occupant (or proof that the lessee has covenanted in their lease) that the

proposed lessee or occupant of the Unit will comply with the provisions of the Act and of the By-Laws of the Corporation. The Tenant or Owner, within twenty (20) days of occupancy, must provide to the Corporation, upon request, a certificate of insurance evidencing existence of a Tenant's insurance policy. The Owner shall not be released from any of their obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations.

- (b) In the event that an Owner leases or rents their Unit, the Corporation is authorized to:
 - (i) impose and collect and deal with damage deposits in accordance with the Act and, if any deposit is used by the Corporation in accordance with the Act or these By-Laws the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board of its use;
 - (ii) give notices to give up possession of that Unit in accordance with the Act; and
 - (iii) make applications to the Court under the Act.
- (c) No Tenant shall be liable for the payment of contributions or assessments or Common Expenses under these By-Laws unless notified by the Corporation that the Owner from whom they rent the Unit(s) is in arrears of payment of contributions, in which case the Tenant shall, upon the request by the Corporation, deduct from the rent payable to the Owner, such arrears contributions and shall pay the same to the Corporation for the purposes of applying that rent against the monthly contributions that are in arrears. Any such payment by the Tenant shall be deemed to be a rental payment made to the Owner, and any lease agreement between the Owner and a Tenant shall make provision for such redirection of rental payments.
- (d) Without limiting the generality of the foregoing, and while the Developer does not intend to rent or lease any of the Units, the Developer shall be at liberty to lease any of the Units provided the Developer also complies with the requirements of this By-Law.
- (e) No Owner is allowed to receive compensation for short-term use, stay or license for any one of their Units more than three (3) times in any twelve (12) month period and no Owner shall offer and receive compensation, directly or indirectly, for their Unit for any short-term use, stay or license that has duration of less than one (1) month.

56. SEVERABILITY

The provisions hereof shall be deemed independent and severable and the invalidity, in whole or in part, of any By-Law, section, part or provision herein shall not affect the validity of the whole or remaining By-Laws, sections, parts or provisions herein contained which shall continue in full force and effect as if such invalid portion had never been included herein.

57. NOTICES

Unless otherwise expressly provided in these By-Laws, service of any notice required to be given under the Act or under these By-Laws shall be well and sufficiently given if sent by prepaid registered mail to an Owner at the address of their Unit or if left with them or some adult person at the said address or to the Corporation at its address as shown on the Condominium Plan at Calgary, Alberta, or to a mortgagee at its address supplied to the Corporation. Any notice given by post shall be deemed to have been sent and received within seventy-two (72) hours after it is posted. An Owner or a mortgagee may, at any time in writing, advise the Corporation of any change of address at which notices shall be served or given, and thereafter, the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act and these By-Laws.

58. NOTICE OF DEFAULT TO MORTGAGEES

Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee in accordance with By-Law 49.

59. DEBT RETIREMENT ON TERMINATION

Subject to the provisions of the Act and these By-Laws, upon termination of the Corporation for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their Unit Factors, or in such other proportion as may be determined by court order, subject always to the interests of any mortgagees.

60. COMPANY WHICH IS AN OWNER

A corporation, trust or other entity which is an Owner may, by proxy, power of attorney, or resolution of its directors appoint an individual to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the corporation, trust or other entity it represents, and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where the representative of such an entity is the only member of the Board, a minute or resolution signed by that representative shall be deemed to be a resolution of the Board.

61. AMENDMENT OF BY-LAWS

Except as otherwise provided for herein, these By-Laws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation, provided that a minimum of thirty (30) days notice, together with a written copy of the By-Law proposed for amendment, repeal or replacement, has been provided of the extraordinary or annual general meeting at which the Special Resolution is to be voted on to all persons entitled to vote.

62. REALTY TAXES

- (a) The realty taxes and other municipal and governmental levies or assessments against land, including improvements comprising all or any part of the Units and the Common Property comprising the Parcel, shall be assessed and imposed in accordance with the provisions of the Act, but until such time as the assessing authority assesses each Unit and the share in the Common Property appurtenant thereto pursuant to the Act, such realty taxes and other municipal and governmental levies or assessments, shall be apportioned to each Owner based on the ratio of such Owner's Unit Factor to the total of all Unit Factors.
- (b) The realty taxes and other municipal and governmental levies or assessments against the Corporation Property (which is not included in the Condominium Plan) shall be included in the Common Expenses of the Corporation and dealt with as such in accordance with the provisions of these By-Laws.

63. NON-PROFIT CORPORATION

The Corporation is not organized for profit. No Owner, member of the Corporation or Board or person from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Corporation be paid as salary or compensation to, or distributed to, or enure to the benefit of any member of the Board. The foregoing, however, shall neither prevent nor restrict the following:

- (a) reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;
- (b) any member may, from time to time, be reimbursed for their actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and
- (c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to these By-Laws.

64. INDEMNIFICATION OF INDIVIDUALS

The Corporation shall indemnify every Board member, Manager, officer or employee and their heirs, executors and administrators, including the Developer or its representatives when acting in the capacity of the Board, against all losses, costs and expenses, including counsel fees, reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Board member, Manager, employee or officer of the Corporation, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty or failing to discharge its duties honestly and in good faith. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may, by Ordinary Resolution, require that all members of the Board, or the Manager, or officers or employees be bonded by a recognized bonding institution in an amount not less than ten thousand (\$10,000.00) dollars, the cost of such bonding to constitute a Common Expense of the Corporation.

65. EXCLUSIVE AREAS

- (a) The Corporation shall be deemed to have permanently assigned the portion of the Common Property designed to be used exclusively by such Owner as a balcony or patio (if any) to each Unit as an exclusive use area immediately adjacent to such Unit as shown on the Condominium Plan which areas are labeled with a "B" preface or a "T" preface.
- (b) The Board may, in addition to other restrictions set out in these By-Laws, specify and limit the nature and extent of the use or uses of any such exclusive use areas assigned or designated by it hereunder.
- (c) Any such exclusive use areas shall be maintained in a clean and slightly condition at the sole expense of the Owner to whom it has been assigned, provided that the Corporation shall be responsible for structural maintenance, painting, refurbishing, and fence maintenance of the exclusive use areas to a standard considered reasonable by the Board. Landscaping contained in such exclusive use areas, if any, shall be maintained by the Corporation.
- (d) Notwithstanding the foregoing, in the event any such exclusive use areas are not maintained in a clean and slightly condition by the Owner to whom any such exclusive use areas have been assigned, the Corporation shall be at liberty (but shall not be required) to undertake any required maintenance and the Owner responsible for such maintenance shall be responsible for the Corporation's reasonable costs associated with such required maintenance work.

66. COSTS OF DEVELOPMENT

Nothing in these By-Laws shall require the Corporation to incur any cost, charge or expense in relation to the construction of the Project, the construction or installation of any amenities planned by the Developer, all of which costs shall be borne by the Developer. No assessment of Common Expenses shall be levied against the Developer as owner of a Unit until completion of construction of each such Unit which is used or is ready to be used for the purpose intended for it.

67. RELEASE AND DISCHARGE OF THE DEVELOPER

Following substantial completion of the building and its amenities, subject to any warranties provided by the Developer, the Developer is released from all liabilities to the Corporation in any way arising out of the construction and development of the Project and its amenities to the Corporation.

68. CONSENTS AND ASSURANCES BY CORPORATION

Development, design and construction of the Project shall be in the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of any of the Project. The Corporation and the Owners shall, at the expense of the Developer, provide all consents to, and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developer to permit or assist such construction and completion of the Project. A member of the Board or officer of the Corporation shall have the power on behalf of the Corporation and the Owners with or without resolution of the Owners or the Board authorizing the same, to act expeditiously to execute and deliver on behalf of the Corporation, and, if required, under its seal, any such consent, plans, leases, easements, licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing. For greater certainty, the Corporation hereby irrevocably appoints the Developer as the Corporation's true and lawful attorney to endorse or provide its consent to carry out the provisions of this By-Law 68 relating to the development of the Project in the name of the Corporation and agrees that all acts of the Developer as such attorney are hereby ratified and confirmed and the Corporation agrees to execute such further documents as required to give effect to this irrevocable power of attorney.

69. DEVELOPMENT PLANS

- (a) The Developer, its tenants, contractors, sub-contractors, officers, servants, agents and workmen shall have the full and free right and liberty to have ingress and egress to, and to pass and re-pass on the Units, and the Common Property, and the Corporation's land and buildings either on foot or by means of vehicles or necessary machines whatsoever and to remain on

the lands and buildings for all purposes of construction;

- (b) The Corporation shall do all things necessary to facilitate the completion of the construction of the Project;
- (c) The Corporation will not build, erect or maintain, nor permit or suffer to be built, erected or maintained on or upon Common Property, or the Corporation lands any building, structure, or any other improvement which would or could prevent or hinder the reasonable exercise by the Developer of any of its rights and privileges; and
- (d) This restrictive covenant and easement may be registered against all Units and the Common Property of the Corporation.

70. PARKING

An Owner, tenant, invitee or occupant of a Unit is only entitled to the use of a parking stall or a storage area located in the parking facility pursuant to a partial assignment of the parking/storage area lease between the Corporation as landlord and the Developer as tenant.

An Owner shall not, and shall not permit tenants, invitees or other occupiers of their Unit(s) to do any of the following:

- (a) park a Vehicle in such a manner as to impede or prevent ready access to other parking stalls;
- (b) blow any horn from any Vehicle approaching or upon any of the driveways or parking areas serving the Project, except as may be necessary for the safe operation thereof;
- (c) leave any Vehicle standing on the Common Property in a non-operative condition;
- (d) rent or lease the parking stall assigned by the Corporation to their Unit to or otherwise permit that parking stall to be regularly used by anyone that is not a resident of the Project;
- (e) make any repairs to Vehicles on the Parcel;
- (f) unless in a stall expressly designated by the Corporation for such purpose, wash any Vehicle within any portion of the Common Property;
- (g) allow Vehicles to be parked or stored other than in that portion of the Common Property designated as parking area in the Condominium Plan and in accordance with the Rules;

- (h) use any part of the Common Property other than a designated parking area for the parking of any Vehicles, except in accordance with permission in writing from the Board;
- (i) allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, mechanical toboggans or similar vehicles or equipment to be parked or stored on the Common Property;
- (j) keep on the Common Property or any parking stall any Vehicle which is operated by propane or other similar gaseous substance, or any Vehicle which leaks oil, gas or any other hazardous substance;
- (k) obey any parking regulations posted at the parking areas and ramps and any other traffic regulations promulgated in the future for the safety, comfort, and convenience of the owners and others using the premises.

The Corporation shall have the right to remove any Vehicles parked in an unauthorized place or manner at the expense of the respective Owners thereof.

71. RESTRICTIONS ON USE

An Owner shall not, and shall not permit their tenants, invitees or other occupiers to, do any of the following:

- (a) make noise in or about any Unit, the Common Property or the Corporation Property which, in the opinion of the Board, is a nuisance or unreasonably interferes with the use and enjoyment of a Unit, the Common Property or the Corporation Property by any other Owner;
- (b) keep any waterbed or aquarium in their Unit or the Common Property, except in the case of an aquarium where the Owner has a multi-level Unit and the Unit has a built in drain included in the enclosure near the aquarium and the aquarium is on the upper level of the Unit;
- (c) use a Unit other than as a single family dwelling, unless otherwise specifically permitted under a City of Calgary land use by-law;
- (d) do any act or alter their Unit in any manner which will alter the exterior appearance or the structure comprising their or any other Units;
- (e) hang laundry other than inside their Unit;
- (f) erect or hang over or from any window or door or any other part of a Unit or on the Common Property, fences, barriers, partitions, awnings, shades or screens or any other matter or thing without the consent in writing of the Board first had and obtained, which consent the Board may arbitrarily

withhold or subsequently withdraw, in which case, the Owner shall forthwith remove the item;

- (g) store bicycles or other personal property on any part of the Common Property, including exclusive use areas adjoining the Unit, except as specifically designated by the Corporation;
- (h) erect or fasten any television antenna or similar structure or appurtenances thereto to their Unit except in connection with a common television antenna or cable system as authorized by the Board, and then, only in accordance with the rules therefor which may be established by the Board, unless otherwise approved by the Board;
- (i) do anything or bring or keep anything in their Unit, the Common Property or the Corporation Property which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto;
- (j) do anything in their Unit, the Common Property or the Corporation Property that is contrary to Applicable Law;
- (k) do anything that may cause damage to trees, plants, bushes, flowers, lawns or other landscaping, nor place chairs, tables, children's play things, devices or toys or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds within the Parcel;
- (l) deposit household refuse and garbage other than in containers to be stored inside their Unit or in such other location as the Board may designate in writing from time to time, and disposed of in the manner designated by the Board in writing from time to time;
- (m) erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the Common Property, Corporation Property or in or about any Unit in any manner which may make the same visible from the outside of their Unit without the prior approval of the Board; PROVIDED, HOWEVER, this rule shall not apply to the Developer or any lessee or assignee of the Developer;
- (n) use any part of the Common Property, Corporation Property or any parking stall which may be designated for or assigned to another Owner by the Board, for the parking or operation of any Vehicles except in accordance with permission in writing from the Board, nor shall they obstruct any sidewalks, walkways, passages or driveways, entrances, exits, or parking areas or facilities;

- (o) shake mops or dusters of any kind nor throw anything out any windows of their Unit or from any balcony or patio areas adjoining their Unit or on Common Property;
- (p) make or cause to be made any structural, mechanical or electrical alterations or additions to a Unit, or do any act of alteration to the walls, floors, ceilings, doors, windows, plumbing, mechanical, or electrical systems in the Unit without first having the design specifications of such alteration or addition approved in writing by the Board. Any alteration or addition made without such approval may be restored or removed by the Board or its duly authorized representative or representatives, and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;
- (q) trespass on the exclusive use area granted to another Owner;
- (r) when the purpose for which their Unit is intended to be used is shown expressly or by necessary implication on the Condominium Plan, use their Unit for any other purpose;
- (s) use the lobby, storage areas, or any other area of Common Property except in accordance with the Rules respecting the use thereof which the Board from time to time establishes;
- (t) allow their Unit or the area around their Unit to become unsanitary, unsightly, untidy or unclean. The Board shall be at liberty to remove any rubbish or clean up the area around such Unit to its satisfaction and charge the expense to the Owner;
- (u) do any act or thing or neglect or fail to do any act or thing which would render invalid any insurance in force and maintained by the Corporation or which would increase the premium therefor;
- (v) allow or cause any household or personal effects or articles belonging to them to be kept anywhere, except inside their Unit or in the storage area(s) assigned to their Unit, when not in actual use, and each Owner will comply with all reasonable requests of the Board or its representative that all household or personal effects or articles, including bicycles, toys and like things belonging to an Owner's household be put away inside such Unit or assigned storage area when not in actual use;
- (w) prevent or prohibit access to and use of exterior water taps on their Unit for purposes of maintaining Common Property;
- (x) use a toilet, sink, tub, basin or other plumbing fixture for a purpose other than that for which it is constructed;

- (y) use their Unit in any manner for any purpose which may be illegal, in contravention of Applicable Law, injurious or that may cause nuisance or hazard to the Corporation or to any occupier of a Unit (whether an Owner or not) or the family of such an occupier;
- (z) use their Unit or any part thereof for any commercial or professional purposes except as specifically permitted by Applicable Law, or for any purpose which may be illegal, in contravention of Applicable Law or injurious to the reputation of the Corporation or other Owners, or for a purpose involving the attendance of the public at any Unit (unless owned or leased by the Developer) unless such use or purpose is approved by the Board and permitted under Applicable Law; and
- (aa) penetrate the interior of the floors, ceilings or outside walls with any nails or other objects.

72. PETS

An Owner and their tenants, invitees or other occupiers must not keep any pets or other animals in a Unit or on any Common Property (including exclusive use areas) other than the following:

- (a) a reasonable number of small caged mammals;
- (b) up to 2 caged birds; or
- (c) two dogs or two cats or one of each.

An Owner and their tenants, invitees or other occupiers that keep a pet must comply with these By-Laws and any rules enacted by the Board on behalf of the Corporation pursuant to this By-Law with respect to the keeping of pets.

An Owner and their tenants, invitees or other occupiers that keep a pet in a Unit, either permanently or temporarily, shall register that pet with the Board by providing to the Board a written notice, signed by the Owner, tenant, invitee or other occupier setting out the name, breed and colour of the pet, the Unit number of the Unit 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).

An owner of a dog or cat shall attach a collar to the pet with a tag identifying the owner.

An owner of a pet shall not permit the pet to urinate or defecate on the Common Property, and if any pet does urinate or defecate on the Common Property, the owner shall immediately and completely remove all of the pet's waste from the Common Property and dispose of it in a waste container or by some other sanitary means.

An Owner and their tenants, invitees or other occupiers whose guest or invitee brings an animal or pet onto the Common Property, shall ensure that the guest or invitee complies with all requirements of these By-Laws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these By-Laws.

No Owner, tenant, invitee or other occupier shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other Owner, tenant or occupant with uncontrolled barking or howling.

The Board may, from time to time on behalf of the Corporation, enact such rules with respect to the keeping of pets as the Board, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these By-Laws and any such rule, the provisions of these By-Laws will prevail.

73. MOVING AND RESALE

It will be the express responsibility of the Owner to ensure that all moves in or out by the Owner or their tenants conform to the rules as established by the Board from time to time.

Except in the case of advertising and marketing of Units by the Developer, any advertising for the resale or rental of Units shall only be permitted within the boundaries of the Common Property on the directory board which shall be located, supplied and maintained by the Board.

Any showing of a Unit for sale or rental purposes must be by appointment only and no "open house" will be permitted.

74. EASEMENT AGREEMENTS ON TITLE

The Corporation, for and on behalf of the Owners, is and shall be responsible for certain easement agreements relating to the Project, specifically including:

- (a) an easement and restrictive covenant agreement registered on title to the Project on March 20, 2020 as instrument number 201 056 749 ("**ECR Agreement**"), together with all amendments; and
- (b) a shared amenities agreement to be registered on title to the Project in relation to those areas described in the ECR Agreement as the WEST PODIUM ROOF, EAST TOWER GREEN ROOF, AMENITY GREEN ROOF and AMENITY which are located on the third level roof on both a portion of the Common Property and a portion of the lands and premises municipally known as 505 – 4th Street SE, Calgary, Alberta, and legally described as Plan 2010596, Block 131, Strata Lot 2 at the Alberta Land Titles Office.

SCHEDULE "3"

CONDOMINIUM MANAGEMENT AGREEMENT FOR THE DEVELOPMENT

CONDOMINIUM MANAGEMENT AGREEMENT

THIS AGREEMENT made effective March 27, 2024.

BETWEEN:

CONDOMINIUM CORPORATION NO. 2410668 a
condominium corporation duly constituted under
the *Condominium Property Act* (Alberta)
(the "**Corporation**")

OF THE FIRST PART

-and-

EQUIUM REALTY INC. o/a EQUIUM GROUP,
a corporation duly incorporated in the Province of Alberta
(the "**Manager**")

OF THE SECOND PART

WHEREAS the Corporation is the condominium corporation in respect of one or more building(s) comprising of approximately **337** condominium units commonly called "Arris West" (the "**Condominium**") which Condominium is located on those lands legally described as Condominium Plan(s) 2410668 (the "**Lands**"), and (ii) holds certain real and personal property related thereto (together with the Lands, the "**Condominium Property**");

AND WHEREAS the Corporation desires to retain the Manager, and the Manager wishes to be retained by the Corporation, to manage the Condominium Property and provide the Services (as defined below), for the remuneration and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants and agreements herein contained, the Corporation and Manager (each a "**Party**", and together the "**Parties**") agree as follows:

1. **Engagement and Term.** The Corporation hereby engages the Manager, and the Manager hereby accepts such engagement, as an independent contractor, to exclusively manage the Condominium Property, including the provision of the Services (as defined below) for a one (1) year term commencing **April 1, 2024** (the "**Commencement Date**"), and automatically renewing for successive terms unless terminated in accordance with Section 12 herein.

Notwithstanding anything else contained herein, including without limitation Section 12, the Corporation may provide the Manager a notice to terminate the initial term of this Agreement within ninety (90) days of the Commencement Date, in which case the **Manager will refund the Management Fees** (as defined herein) and this Agreement shall terminate.

2. **Services.** The Manager agrees to perform the following services (collectively, the "**Services**") in the name of and on behalf of the Corporation, at the cost of the Corporation, and the Corporation hereby grants the Manager such authority and power as may be required by the Manager to perform or effect performance of such services:

- (a) maintenance of records showing all receipts and expenditures of the Corporation relating to the Condominium Property and, on or before the thirtieth (30th) day of each month, submission to the Corporation of an unaudited Monthly Financial Statement for the preceding month;
- (b) preparation and submission to the Corporation, on or before the first (1st) day of the month preceding the last month of the then current annual fiscal year of the Corporation, a recommended budget (the “**Budget**”) for the operation and management of the Condominium for the next fiscal year showing anticipated receipts and expenditures for such year and assist the Corporation in determining the appropriate amount of assessments or contributions to be paid by each Owner of a Unit of the Condominium for common expenses in the manner provided for and as required by the *Condominium Property Act* (Alberta) (the “**Act**”) and the By-laws of the Corporation, and recommend such revisions thereto as may from time to time be appropriate;
- (c) preparation and submission to the Corporation, within ninety (90) days after the end of each fiscal year, an unaudited Annual Financial Statement relating to the Condominium Property for the preceding year. Should the Corporation wish to have an audit of said Annual Financial Statement, such audit required in the day-to-day management of the Corporation shall be at the cost of the Corporation;
- (d) subject to the provisions of and any restrictions contained in the By-laws and at the direction and at the sole expense of the Corporation, maintenance and management of the Condominium Property according to reasonable standards of maintenance and administration consistent with the character, age, size and location of the Condominium, including and if applicable:
 - (i) Carpet cleaning and repairs
 - (ii) Communication equipment repairs
 - (iii) Common area door repairs (man doors and overhead doors)
 - (iv) Electrical repairs
 - (v) Elevator maintenance
 - (vi) Fire prevention equipment inspection and maintenance
 - (vii) General common repairs and maintenance
 - (viii) Janitorial services
 - (ix) Landscaping
 - (x) Mechanical and plumbing repairs
 - (xi) Painting
 - (xii) Parking lot maintenance, including all bike rooms
 - (xiii) Pest control
 - (xiv) Roof repairs
 - (xv) Security and access controls
 - (xvi) Snow removal
 - (xvii) Waste removal, including recycling and organics
- (e) in accordance with the Budget, negotiate agreements with, supervise and discharge all necessary personnel required to maintain and operate the Condominium Property. On site personnel may be employees of the Corporation or the Manager, and shall be supervised by the Manager. The Manager shall provide parking, office, storage and work space within the Common Areas of the Lands. The Manager may use the space as necessary to manage the Condominium Property and may assign said areas if the immediate need is not required. All salaries, taxes and other expenses payable on

account of such employees shall constitute common expenses of the Corporation and not expenses of the Manager;

- (f) use reasonable efforts to ensure that no claim or lien shall be filed in respect of any work which may be carried out on behalf of the Corporation against title to the Condominium Property or any Unit of the Condominium and, if a claim or lien shall be filed in respect of such work, take all necessary steps to have the same removed and discharged within a reasonable period of time;
- (g) if requested by the Corporation, the Manager shall execute and file all returns and other instruments and do and perform all acts required on behalf of the Corporation's employees in respect of Employment Insurance contributions and deductions, Canada Pension Plan contributions and payments, the *Income Tax Act* (Canada) and any other employee and employer contributions or payments required under any social, labour or tax legislation in force from time to time, and, in connection therewith, the Corporation agrees, upon request to execute and deliver promptly to the Manager all necessary powers of attorney, notices of appointment and like approvals or directions;
- (h) negotiate on behalf of the Corporation or utilize the services of a broker for such contracts as water, electricity, gas and such other services for that portion of the Condominium Property constituting common property (but not any individually metered Units) as may be necessary or desirable. The Manager shall also purchase, on behalf of the Corporation, such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the Condominium Property. All such purchases and contracts shall be in the name of and at the expense of the Corporation. The Manager shall not collect or charge any undisclosed fee, rebate or discount and, if any should be received by the Manager, the same will be credited to the account of the Corporation and the Manager shall credit the Corporation with any discounts, commissions or rebates obtainable as a result of the purchases made on behalf of the Corporation or in pursuance of this Agreement;
- (i) pay upon receipt of notice and using funds received from the Corporation, but only to the extent thereof, all taxes payable by the Corporation, all applicable building inspection fees, premium and deductibles on insurance policies of the Corporation, water rates, and other municipal or governmental charges, and all other charges or obligations incurred by the Corporation with respect to maintenance or operation of the Condominium Property, incurred by the Manager on behalf of the Corporation pursuant to the terms of this Agreement or pursuant to other authority granted by the Corporation;
- (j) maintain appropriate records of and shall be responsible for obtaining information for the Corporation and making recommendations with respect to insurance coverage, and for placing insurance coverage carried by the Corporation, however at no time shall the Manager be considered to be an insurance broker. The Manager agrees, to the best of its ability, to advise the Corporation of the nature and extent of insurance, coverage required to be carried by the Corporation pursuant to the Act or the By-laws; provided that the Corporation will indemnify and hold harmless the Manager from any loss, costs or damages arising out of any claim, suit or charge by any person whomsoever, relating to inadequate insurance coverage, including recovery of all legal costs on a solicitor-client, full indemnity basis. The Manager shall co-operate with the Corporation in investigating and reporting all accidents or claims for damage relating to the ownership, operation and maintenance of the Condominium Property, including any damage or destruction thereto;

- (k) keep the Corporation advised of the telephone number or numbers at which an agent or representative of the Manager may be reached at any time. The Manager shall provide 24 hour per day emergency response to the Corporation. Any calls to the Manager outside of the Manager's Normal Business Hours (as provided to the Corporation by the Manager from time to time) shall be deemed an additional charge and will be billed to the Corporation by the Manager at an agreed upon overtime rate equal to 1.5 times the manager's standard hourly rate of \$100 per hour (the "**Manager's Hourly Rate**");
- (l) report to the Corporation any major emergency or any persistent or serious violation of the By-laws or any rules or regulations in force. It is understood and agreed by the parties hereto that the Manager shall, in its discretion, determine whether or not any emergency exists and whether or not such an emergency is of a minor or major nature. The Manager shall deal promptly with such issues and deal immediately with any emergency arising in connection with the maintenance and operation of the Condominium Property, which is determined, as such by the Manager or the Corporation;
- (m) based on the information and documents made available to it, use reasonable efforts to keep an up-to date record of the names and addresses of all Unit owners and any tenant thereof of which it has knowledge. The registered address of the Unit Owner by way of Alberta Land Titles is deemed the address for service, unless advised otherwise in writing. If the Corporation receives notices or notifications from registered mortgagees or other persons claiming an interest in any Unit, the Corporation shall forthwith communicate that information to the Manager;
- (n) on behalf of the Corporation, shall, on the application of a Unit Owner or any person authorized in writing by him provide certificates as anticipated by the Act. Similarly, upon the written request of an owner, purchaser or mortgagee of a Unit, the Manager, on behalf of the Corporation, shall, within ten (10) days of receiving that request, provide to the person making the request all or any of the statements, particulars or copies referred to in section 44 and 48 of the Act. The Manager shall, as authorized in the By-laws, be entitled to collect from and charge the requesting party, for its own account, a reasonable fee, as per the fee schedule in Schedule A of this agreement, to compensate it for the expenses it incurs in producing and providing the certificates and other materials referred to herein on behalf of the Corporation;
- (o) maintain records of any leases or other dispositions of the common property or any part thereof made by the Corporation of which the Corporation has advised the Manager of;
- (p) effect registration at the Land Titles Office for any change in the address for service of the Corporation or any change in the Board of Directors of the Corporation in the forms required by the Act and the regulations passed pursuant thereto;
- (q) assist, advise and co-operate with the Corporation in providing any documents requested by governmental authorities having jurisdiction in that regard;
- (r) provided the By-laws so authorize the Corporation and, on the express direction of the Corporation and at the sole cost and expense of the Corporation, including payment of any and all legal fees incurred by the Manager on a solicitor-client, full indemnity basis, the Manager agrees, in the name of and on behalf of the Corporation, to
 - (i) commence and prosecute proceedings pursuant to section 36 of the Act with respect to contravention of the By-laws;

- (ii) give notices to give up possession of Units under section 54 of the Act; and
- (iii) make applications to the Court under sections 55 and 56 of the Act, and to do all such things as may be reasonably required to complete the eviction of any tenant pursuant to the procedures referred to herein;
- (s) periodically consult with the Corporation with a view to revising the By-laws and any rules and regulations to further the harmonious and satisfactory operation of the Condominium Property for the common benefit of all Unit Owners. At the request and cost of the Corporation, the Manager agrees to forward to the Unit Owners copies of any revised By-laws, rules or regulations with a covering explanatory letter or memorandum;

Notwithstanding the foregoing, or anything else contained herein, the Manager shall not be responsible for failure to perform, or have performed, any of the Services where such failure is caused by any act of God, labour disturbance, pandemic, strikes, unavoidable casualties or any other cause beyond the reasonable control of the Manager, excepting any lack of finances of the Manager.

3. **Expenditures.** In its provision of the Services, the Manager shall not make any single expenditure nor incur any contractual obligation exceeding Three Thousand (\$3,000.00) Dollars, without the prior written consent of the Corporation, unless such expenditure or obligation is approved within this Agreement, the Budget, Reserve Fund Plan or Reserve Fund Study approved by the Corporation. The Manager shall be permitted to, on behalf of the Corporation, without prior consent, expend any amount, or incur a contractual obligation in any amount, required to address emergency conditions which may involve danger to life or property or may threaten the safety of the Condominium Property and occupants thereof or the Unit Owners, or may threaten the suspension of any necessary service to the Condominium Property; and provided further that no such consent shall be required to repay any loan made by the Manager pursuant to the terms of subsection 5(b) hereof.
4. **Limitation of Manager Duties.** Notwithstanding any other provision of this Agreement, the Manager shall not be responsible for:
 - (a) any costs that are incurred in the collection of condominium fees, assessments and any and all other collections from Unit Owners, including the time of the Manager to prepare arrears and all associated work in relation to collection and assessment as per subsection 6(a) of this Agreement;
 - (b) completion of construction work, remedial work or developer deficiencies or the maintenance of or repairs to individual dwelling units or buildings of the Condominium or portions of the units or adjacent lands that do not form part of the common property (such maintenance and repairs shall be the responsibility of the individual owners or the Corporation, as the case may be);
 - (c) acting on or attending to in person, or acting in a capacity where peace officers are involved or as a third party in a complaint whereby criminal activity has taken place, is underway or suspected; and
 - (d) any work the Manager coordinates on behalf of an individual owner with respect to their Unit.

5. Management of Funds and Management Fee

- (a) The Manager agrees that all moneys received by it on behalf of or from the Corporation shall be deposited and kept in separate, designated brokerage, trust accounts in a Canadian chartered bank or trust company or an account in the name of the Corporation to be selected by the Manager. The Manager shall open two separate accounts in respect of funds it receives on behalf of or from the Corporation, being (i) an account to be used to hold funds for the day-to-day operation of the Condominium, including provision of the Services (the “**Operating Account**”), and (ii) an account to hold funds as “reserve funds” in accordance with the Act. The Manager shall be the Sole Signing Authority and shall not be responsible for or held accountable for the rate of interest thereon. The Manager and the Corporation acknowledge that they are aware of the investment limitations of section 43 of the Act.
- (b) All expenses of operation and management shall be paid at the discretion of the Manager either (i) directly by the Manager and reimbursed to the Manager from funds held in the Operating Account, or (ii) by the Manager using funds paid directly from the Operating Account, and the Manager is authorized to pay any amount owed to the Manager by the Corporation from such account at any time without prior notice to the Corporation. The Manager shall have no obligation to loan funds to the Corporation for any purpose whatsoever. The Manager may at its option, advance funds to the Corporation if required. The Corporation shall pay interest on such advances at the rate of two (2%) percent per month.
- (c) The Corporation shall not be permitted to advise the Manager to hold payment of any invoice unless the work has not been completed. For additional clarity, it is acknowledged by the Parties that the Board of Directors of the Corporation approves the expenditures of the Corporation by way of approval of the Budget and not on an invoice-by-invoice basis. The Corporation shall not be permitted to order non-payment for any invoice that may cause harm to the credit of the Manager or result in a lien on the Corporation or the Condominium Property.
- (d) The Manager agrees, at its cost to obtain and maintain employee dishonesty coverage/commercial fidelity bond in an amount not less than \$100,000. The Manager agrees from time to time at the request of the Corporation, to provide evidence of the coverage described herein.
- (e) The Corporation shall pay the Manager a management fee, as consideration for performance by the Manager of the Services, totaling \$7,100.00 per month, plus GST payable in advance on the first day of each and every month during the term of this Agreement (the “**Management Fee**”). An increase of the greater of the Consumer Price Index (CPI) or 3% will be applied to the Management Fee for each subsequent calendar year following the Commencement Date.

6. Additional Services. In addition to the Services which are the subject of the Management Fee, the Corporation further agrees to pay the Manager for performing certain additional services not specifically provided for Section 2 of this Agreement, including without limitation:

- (a) the time of the Manager (at the Manager’s Hourly Rate) calculating, billing and collecting interest and arrears on delinquent assessments and charges with costs charged to the Unit Owner in arrears. The preparation of and filing of caveats in respect of such

delinquent assessment shall be charged to the Corporation at a rate of \$695 per caveat registered against a Unit Owner;

- (b) the time of the Manager (at the Manager's Hourly Rate) producing additional budgets in excess of the Budget described in subsection 2(b);
- (c) the time of the Manager (at the Manager's Hourly Rate) preparing and implementing special assessments. Provided however that the Manager may charge, at the option of the Manager, a fee equal to 2% of the amount of the special assessment rather than the Manager's Hourly Rate;
- (d) the time of the Manager (at the Manager's Hourly Rate), plus legal costs on a solicitor-client, full indemnity basis, and disbursements incurred defending or progressing any lawsuit or contemplated litigation involving the Corporation or the Condominium Property;
- (e) the time of the Manager (at the Manager's Hourly Rate) incurred investigating, reviewing, supervising or managing any capital installations, replacements or repairs, developer deficiencies or repairs required due to an insurable loss. Provided however that the Manager may charge, at the option of the Manager, a fee equal to 10% of the amount of such capital installation, replacement or repair rather than the Manager's Hourly Rate;
- (f) the time of the Manager (at the Manager's Hourly Rate) incurred preparing newsletters, Unit Owner's guides and/or house rules. Provided however that any email distribution of these documents, if prepared by the Board of Directors, are included in the Management Fee;
- (g) the time of the Manager (at the Manager's Hourly Rate) in administering bylaw infraction fines, these costs are offset by the amounts collected from Unit Owners in breach of the By-laws;
- (h) the time of the Manager (at the Manager's Hourly Rate) preparing any accounting analysis, forecasting or additional accounting services requested by the Corporation in excess of the accounting services required for the production of monthly financial statements as described in subsection 2(a), including the time of the Manager in assisting the Corporation's auditor in completing an annual audit;
- (i) the time of the Manager (at the Manager's Hourly Rate) plus legal costs on a solicitor-client, full indemnity basis and disbursements incurred in giving notices to give up possession of Units under section 54 of the Act and in making applications to the Court;
- (j) the time of the Manager (at the Manager's Hourly Rate) to assist with revisions to the By-laws of the Corporation;
- (k) the time of the Manager (at the Manager's Hourly Rate) incurred in the preparation and administration of special resolutions;
- (l) the time of the Manager (at the Manager's Hourly Rate) incurred directing the investment of the Corporation's funds; and
- (m) the Manager's administrative expenses associated with postage, courier charges, cell phone or long-distance charges incurred in the management of the Condominium Property as per Schedule "A".

In addition to those additional services listed above, the Corporation agrees the Manager may charge to any parties who request Estoppel Certificates and Disclosure/Information Statements based on the current fee schedule for such documents provided in the Act, and Condominium Property Regulations.

The Corporation further agrees the Manager may charge an administrative fee for any work to be charged back to a Unit Owner or requested by a Unit Owner, with the fee billed directly to the respective Unit Owner rather than the Corporation.

7. **Meeting Attendance.** The Manager shall attend, at the request of the Corporation, **monthly meetings** of the Board of Directors of the Corporation per year (up to 2 hours each). Meetings to be held at the Manager's and Corporation's mutual convenience and one (1) Annual or Special General Meeting of the Unit Owners per year, if the Corporation requires additional or extended attendance, the Corporation shall pay the Manager for any such further attendance. The Manager will have the option of participating in the meeting via video conference or conference call.
8. **Record Keeping.** The Manager shall be the custodian of the official records and documents of the Corporation, and such records and documents shall be retained in the offices of the Manager for the duration of the Agreement with the cost of physical and digital storage to be paid for by the Corporation.
9. **Compliance.** The Manager acknowledges that it has received and is aware of the provisions of the By-laws of the Corporation and the Act. The Manager is not responsible for compliance by the Corporation or by any of the Unit Owners in respect of any ordinances, laws, rules or regulations whether municipal, provincial, federal or made by any public authority or official thereof having jurisdiction over it, except to notify the Corporation promptly, or forward to the Corporation promptly, any orders, complaints, warnings, notices, summons or like documents received by it relating to such matters. The Corporation represents that, to the best of its knowledge, the Condominium complies with all such requirements and agrees to indemnify and hold harmless the Manager, its agents, servants and employees, of and from all loss, cost, including legal costs on a solicitor-client, full indemnity basis, damage, expense, or liability whatsoever which may be imposed on them, or any of them, by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations, except where unlawfully or negligently omitted or violated by the Manager or any of its agents, servants or employees.
10. **Duty of Care.** At all times the Manager shall act in the best interests of the Corporation and all information on the development, management or disposal of the Condominium Property, or of any units or part thereof, and of the Corporation, whether financial or otherwise shall be treated and held confidentially.
11. **Indemnification.** The Corporation covenants and agrees with the Manager as follows:
 - (a) to indemnify, defend and save the Manager harmless from and against all claims, demands, actions, causes of actions and suits in connection with the Condominium Property and from liability for damage to property and injuries to or death of any Unit Owner, or any officer, agent or employee of the Corporation or other person whomsoever, except in those cases where the Manager has been adjudged to be grossly negligent or has committed an unlawful act, and to carry, at its own expense, public liability, property damage and personal injury liability insurance naming the Corporation and the Manager as insureds, which insurance shall be in form, substance and in amounts satisfactory to the Manager and the Corporation and comply with the requirements of the Act and the By-laws, and to furnish to the Manager certificates or memoranda evidencing the existence of

such insurance upon request. The Corporation shall provide such insurance and furnish such certificates or memoranda within thirty (30) days from the date of this Agreement;

- (b) to pay all expenses incurred by the Manager as well as legal fees on a solicitor-client, full indemnity basis for legal counsel to represent the Manager or the Corporation in any proceeding or suit involving an alleged violation by the Manager or the Corporation, or either of them, of any provision, statute, ordinance, law or regulation in accordance with the payment terms of any retainer agreement executed by the Manager with legal counsel but nothing herein contained shall require the Manager to employ counsel to represent the Corporation in any proceeding or suit, provided that, if the Manager shall have been finally adjudged to be unduly negligent or has committed an unlawful act the Manager shall bear the sole responsibility for fees of counsel;
- (c) to provide the Manager with all documents and records available to the Corporation which may be required by the Manager to properly manage and operate the Condominium Property and to perform its duties hereunder, including but not so as to limit the generality of the foregoing, a summary or list, as amended from time to time, indicating the ownership, occupant and mortgagee of each Unit of the Condominium; and
- (d) to provide the Manager with a copy of the By-laws of the Corporation and to notify the Manager from time to time of any amendments or additions thereto.

12. Termination.

- (a) The Corporation may terminate this Agreement for the next ensuing renewal term upon delivery of notice of such termination given to the Manager at least sixty (60) days prior expiry of the then current term.
- (b) The Manager may terminate this Agreement at any time on at least sixty (60) day prior notice of such termination given to the Corporation.
- (c) Upon termination of this Agreement:
 - (i) the Manager, shall, within a reasonable time thereafter, not to exceed ninety (90) days, render a final accounting to the Corporation and pay over any balance in the Managers trust account remaining to the credit of the Corporation, less any amounts necessary to satisfy commitments made by the Manager pursuant hereto prior to the date of termination;
 - (ii) the Manager shall deliver to the Corporation within ninety (90) days, all contracts, records, files and other documents and information which may be pertinent to the continuing operation of the Condominium Property, and the Corporation shall provide access to the Manager at all reasonable times and upon reasonable notice to all such contracts, records, files and other documents or information subsequent to the termination of this Agreement; and
 - (iii) the Corporation shall assume the obligations of any and all contracts that the Manager has made for the purpose of arranging the services to be provided pursuant to this Agreement unless the Manager has advised the Corporation, in writing, that the contracts have been terminated effective to the same date of termination of this agreement.

13. General Terms

- (a) Any notice or demand required or permitted herein, shall be in writing and shall be effected by delivering the same or by sending the same in a postage prepaid envelope by registered mail, addressed to the Manager as follows:

**Equium Realty Inc. o/a Equium Group,
Suite 850, 639 5th Ave SW,
Calgary, Alberta, T2P 0M9**

and addressed to the Corporation at the Corporation's address for service as shown on the Condominium Plan.


- (b) Either of the parties hereto may change its address for notice by sending notice thereof to the other party.
14. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.
15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
16. Each Party acknowledges having been advised to obtain independent legal advice prior to entering into this Agreement and by entering into this Agreement that Party represents that it did obtain whatever independent legal advice it considered appropriate and sufficient.
17. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing signed by both Parties. Should any provision of this Agreement be invalid, illegal or unenforceable in any respect, such provision shall not affect the validity or enforceability of any other part of the Agreement. The Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

(The remainder of this page left intentionally blank. Execution page follows).

18. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will be deemed to be one and the same instrument. This Agreement may also be executed by exchange of PDF, facsimile or other electronic transmissions among the Parties.

IN WITNESS WHEREOF, the parties hereto have reviewed this Agreement, attested by the hands of their proper signing officers duly authorized in that behalf, as of the date first written above.

EQUIUM REALTY INC. o/a EQUIUM GROUP

Per: 
Name: Nawaz Damji, Broker
Title:

CONDOMINIUM CORPORATION NO.

Per: 
Name: Natalie Bosa
Title:

SCHEDULE A
Corporation Additional Services Fee Schedule

Administrative / Office Expenses Printing, paper, photocopying, envelopes and courier charges. (Generally, already captured in your existing budget under "Office or Admin Expenses")	The Manager will provide a fixed monthly administrative cost based on the current budget and financial statements of the corporation.
Estoppel Certificates and Disclosure Statements	
Residential Unit	\$200.00
Titled Parking Stall	\$200.00
Titled Storage Unit	\$200.00
Disclosure / Information Statement	\$100.00
	RUSH fees apply, all listed fees in keeping with the fees listed within the Condo Property Act, Regulations

SCHEDULE "4"

OPERATING BUDGET

ARRIS RESIDENCES
2024/2025 BUDGET
Prepared by Equium Group on behalf of Embassy Bosa Inc.
Prepared on March 15, 2024

	Total
Assessment Revenue	
Condominium Contributions	\$ 2,749,389.50
Total Assessment Income	\$ 2,749,389.50
ECR: Reimbursement SL2	\$ 38,752.05
ECR: Reimbursement SL3	\$ 48,057.41
Total Other Income	\$ 86,809.47
TOTAL INCOME	\$ 2,836,198.97
Administrative	
General Administrative	\$ 10,447.00
Bank Services	\$ 424.62
On Site Building Operator	\$ 94,080.00
Total Administrative	\$ 104,951.62
Insurance	
Insurance Premiums	\$ 258,000.00
Total Insurance	\$ 258,000.00
Utilities	
Electricity	\$ 480,853.39
Natural Gas	\$ 237,199.69
Water and Sewage	\$ 124,100.00
Waste Removal	\$ 22,050.00
Recycling and Organics	\$ 25,886.32
Total Utilities	\$ 890,089.40
Contracted Services	
Elevator Contract	\$ 64,890.12

Elevator Consulting	\$	3,024.00
Elevator Repairs and Maintenance	\$	6,900.00
Fire Prevention and Protection	\$	22,503.00
HVAC Services	\$	54,000.00
Total Contracted Services	\$	151,317.12

Cleaning Common Areas

Janitorial Services	\$	81,900.00
Air Filter Changes	\$	11,983.37
Parkade Cleaning	\$	6,006.00
Janitorial Services - Additional	\$	4,914.00
Total Cleaning Common Areas	\$	104,803.37

Communication Services

Communication Services	\$	4,410.00
Total Communication Services	\$	4,410.00

Safety and Security

Safety and Security	\$	248,557.08
Total Safety and Security	\$	248,557.08

Window Cleaning

Window Cleaning Services	\$	15,391.00
Anchor Point Inspections	\$	840.00
Total Window Cleaning	\$	16,231.00

Pest Control

Pest Control Services	\$	3,327.00
Total Pest Control	\$	3,327.00

Repairs and Maintenance

Common Area R&M	\$	27,199.92
Fire System R&M	\$	7,800.00
Electrical R&M	\$	3,785.10
Mat Rentals	\$	8,410.44
Parkade R&M	\$	6,300.00

Locks and Keys	\$	3,720.00
HVAC R&M	\$	23,749.98
Plumbing R&M	\$	21,540.78
Window and Door R&M	\$	6,681.36
Security and Telecom	\$	4,698.00
Overhead Doors R&M	\$	2,520.00
Total Repairs and Maintenance	\$	116,405.58

Professional Management Services

Audit and Tax Services	\$	4,225.01
Legal and Professional Fees	\$	5,400.00
Management Fees	\$	89,460.00
Total Professional Management Services	\$	99,085.01

Other Expenses

Reserve Fund Contributions	\$	202,200.00
Arris Shared Facilities - Contributions/Expenses	\$	269,987.71
ECR Common Expenses SL2	\$	172,359.48
ECR Common Expense SL3	\$	194,474.59
Total Other Expenses	\$	839,021.78

TOTAL EXPENSES	\$	2,836,198.96
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Excess (Deficiency)	\$	0.00
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ARRIS RESIDENCES
2024/2025 FEE SCHEDULE
April 1, 2024 to March 31, 2025

LEGAL UNIT	UNIT FACTOR	AREA (m2)	2024-2025 Contributions	
			Annual	Monthly
1	37	116.9	10,172.74	847.73
2	27	89.4	7,423.35	618.61
3	33	106.5	9,072.99	756.08
4	41	129.6	11,272.50	939.37
5	25	80.0	6,873.47	572.79
6	36	113.6	9,897.80	824.82
7	37	118.2	10,172.74	847.73
8	27	89.7	7,423.35	618.61
9	35	110.5	9,622.86	801.91
10	31	99.8	8,523.11	710.26
11	32	103.0	8,798.05	733.17
12	21	64.2	5,773.72	481.14
13	36	115.3	9,897.80	824.82
14	20	63.9	5,498.78	458.23
15	21	64.2	5,773.72	481.14
16	37	118.1	10,172.74	847.73
17	27	89.7	7,423.35	618.61
18	35	110.5	9,622.86	801.91
19	31	99.8	8,523.11	710.26
20	32	103.0	8,798.05	733.17
21	21	64.2	5,773.72	481.14
22	36	115.3	9,897.80	824.82
23	20	63.9	5,498.78	458.23
24	21	64.2	5,773.72	481.14
25	37	118.0	10,172.74	847.73
26	27	89.7	7,423.35	618.61
27	35	110.5	9,622.86	801.91
28	31	99.8	8,523.11	710.26
29	32	103.0	8,798.05	733.17
30	21	64.2	5,773.72	481.14
31	36	115.3	9,897.80	824.82
32	20	63.9	5,498.78	458.23
33	21	64.2	5,773.72	481.14
34	37	117.9	10,172.74	847.73
35	27	89.7	7,423.35	618.61
36	35	110.5	9,622.86	801.91
37	31	99.8	8,523.11	710.26
38	32	103.0	8,798.05	733.17
39	21	64.2	5,773.72	481.14
40	36	115.3	9,897.80	824.82
41	20	63.9	5,498.78	458.23
42	21	64.2	5,773.72	481.14
43	37	117.8	10,172.74	847.73
44	27	89.7	7,423.35	618.61
45	35	110.5	9,622.86	801.91
46	31	99.8	8,523.11	710.26
47	32	103.0	8,798.05	733.17

ARRIS RESIDENCES
2024/2025 FEE SCHEDULE
April 1, 2024 to March 31, 2025

LEGAL UNIT	UNIT FACTOR	AREA (m2)	2024-2025 Contributions	
			Annual	Monthly
48	21	64.2	5,773.72	481.14
49	36	115.3	9,897.80	824.82
50	20	63.9	5,498.78	458.23
51	21	64.2	5,773.72	481.14
52	37	117.7	10,172.74	847.73
53	27	89.7	7,423.35	618.61
54	35	110.5	9,622.86	801.91
55	31	99.8	8,523.11	710.26
56	32	103.0	8,798.05	733.17
57	21	64.2	5,773.72	481.14
58	36	115.3	9,897.80	824.82
59	20	63.9	5,498.78	458.23
60	21	64.2	5,773.72	481.14
61	37	117.6	10,172.74	847.73
62	27	89.7	7,423.35	618.61
63	35	110.5	9,622.86	801.91
64	31	99.8	8,523.11	710.26
65	32	103.0	8,798.05	733.17
66	21	64.2	5,773.72	481.14
67	36	115.3	9,897.80	824.82
68	20	63.9	5,498.78	458.23
69	21	64.2	5,773.72	481.14
70	37	117.5	10,172.74	847.73
71	27	89.7	7,423.35	618.61
72	35	110.5	9,622.86	801.91
73	31	99.8	8,523.11	710.26
74	32	103.0	8,798.05	733.17
75	21	64.2	5,773.72	481.14
76	36	115.3	9,897.80	824.82
77	20	63.9	5,498.78	458.23
78	21	64.2	5,773.72	481.14
79	37	117.4	10,172.74	847.73
80	27	89.7	7,423.35	618.61
81	35	110.5	9,622.86	801.91
82	31	99.8	8,523.11	710.26
83	32	103.0	8,798.05	733.17
84	21	64.2	5,773.72	481.14
85	36	115.3	9,897.80	824.82
86	20	63.9	5,498.78	458.23
87	21	64.2	5,773.72	481.14
88	37	117.4	10,172.74	847.73
89	27	89.7	7,423.35	618.61
90	35	110.5	9,622.86	801.91
91	31	99.8	8,523.11	710.26
92	32	103.0	8,798.05	733.17
93	21	64.2	5,773.72	481.14
94	36	115.3	9,897.80	824.82

ARRIS RESIDENCES
2024/2025 FEE SCHEDULE
April 1, 2024 to March 31, 2025

LEGAL UNIT	UNIT FACTOR	AREA (m2)	2024-2025 Contributions	
			Annual	Monthly
95	20	63.9	5,498.78	458.23
96	21	64.2	5,773.72	481.14
97	37	117.3	10,172.74	847.73
98	27	89.7	7,423.35	618.61
99	35	110.5	9,622.86	801.91
100	31	99.8	8,523.11	710.26
101	32	103.0	8,798.05	733.17
102	21	64.2	5,773.72	481.14
103	36	115.3	9,897.80	824.82
104	20	63.9	5,498.78	458.23
105	21	64.2	5,773.72	481.14
106	37	117.3	10,172.74	847.73
107	27	89.7	7,423.35	618.61
108	35	110.5	9,622.86	801.91
109	31	99.8	8,523.11	710.26
110	32	103.0	8,798.05	733.17
111	21	64.2	5,773.72	481.14
112	36	115.3	9,897.80	824.82
113	20	63.9	5,498.78	458.23
114	21	64.2	5,773.72	481.14
115	37	117.2	10,172.74	847.73
116	27	89.7	7,423.35	618.61
117	35	110.5	9,622.86	801.91
118	31	99.8	8,523.11	710.26
119	32	103.0	8,798.05	733.17
120	21	64.2	5,773.72	481.14
121	36	115.3	9,897.80	824.82
122	20	63.9	5,498.78	458.23
123	21	64.2	5,773.72	481.14
124	37	117.2	10,172.74	847.73
125	27	89.7	7,423.35	618.61
126	35	110.5	9,622.86	801.91
127	31	99.8	8,523.11	710.26
128	32	103.0	8,798.05	733.17
129	21	64.2	5,773.72	481.14
130	36	115.3	9,897.80	824.82
131	20	63.9	5,498.78	458.23
132	21	64.2	5,773.72	481.14
133	37	117.1	10,172.74	847.73
134	27	89.7	7,423.35	618.61
135	35	110.5	9,622.86	801.91
136	31	99.8	8,523.11	710.26
137	32	103.0	8,798.05	733.17
138	21	64.2	5,773.72	481.14
139	36	115.3	9,897.80	824.82
140	20	63.9	5,498.78	458.23
141	21	64.2	5,773.72	481.14

ARRIS RESIDENCES
2024/2025 FEE SCHEDULE
April 1, 2024 to March 31, 2025

LEGAL UNIT	UNIT FACTOR	AREA (m2)	2024-2025 Contributions	
			Annual	Monthly
142	37	117.1	10,172.74	847.73
143	27	89.7	7,423.35	618.61
144	35	110.5	9,622.86	801.91
145	31	99.8	8,523.11	710.26
146	32	103.0	8,798.05	733.17
147	21	64.2	5,773.72	481.14
148	36	115.3	9,897.80	824.82
149	20	63.9	5,498.78	458.23
150	21	64.2	5,773.72	481.14
151	37	117.1	10,172.74	847.73
152	27	89.7	7,423.35	618.61
153	35	110.5	9,622.86	801.91
154	31	99.8	8,523.11	710.26
155	32	103.0	8,798.05	733.17
156	21	64.2	5,773.72	481.14
157	36	115.3	9,897.80	824.82
158	20	63.9	5,498.78	458.23
159	21	64.2	5,773.72	481.14
160	37	117.0	10,172.74	847.73
161	27	89.7	7,423.35	618.61
162	35	110.5	9,622.86	801.91
163	31	99.8	8,523.11	710.26
164	32	103.0	8,798.05	733.17
165	21	64.2	5,773.72	481.14
166	36	115.3	9,897.80	824.82
167	20	63.9	5,498.78	458.23
168	21	64.2	5,773.72	481.14
169	37	117.0	10,172.74	847.73
170	27	89.7	7,423.35	618.61
171	35	110.5	9,622.86	801.91
172	31	99.8	8,523.11	710.26
173	32	103.0	8,798.05	733.17
174	21	64.2	5,773.72	481.14
175	36	115.3	9,897.80	824.82
176	20	63.9	5,498.78	458.23
177	21	64.2	5,773.72	481.14
178	37	117.0	10,172.74	847.73
179	27	89.7	7,423.35	618.61
180	35	110.5	9,622.86	801.91
181	31	99.8	8,523.11	710.26
182	32	103.0	8,798.05	733.17
183	21	64.2	5,773.72	481.14
184	36	115.3	9,897.80	824.82
185	20	63.9	5,498.78	458.23
186	21	64.2	5,773.72	481.14
187	37	117.0	10,172.74	847.73
188	27	89.7	7,423.35	618.61

ARRIS RESIDENCES
2024/2025 FEE SCHEDULE
April 1, 2024 to March 31, 2025

LEGAL UNIT	UNIT FACTOR	AREA (m2)	2024-2025 Contributions	
			Annual	Monthly
189	35	110.5	9,622.86	801.91
190	31	99.8	8,523.11	710.26
191	32	103.0	8,798.05	733.17
192	21	64.2	5,773.72	481.14
193	36	115.3	9,897.80	824.82
194	20	63.9	5,498.78	458.23
195	21	64.2	5,773.72	481.14
196	37	117.0	10,172.74	847.73
197	27	89.7	7,423.35	618.61
198	35	110.5	9,622.86	801.91
199	31	99.8	8,523.11	710.26
200	32	103.0	8,798.05	733.17
201	21	64.2	5,773.72	481.14
202	36	115.3	9,897.80	824.82
203	20	63.9	5,498.78	458.23
204	21	64.2	5,773.72	481.14
205	37	117.0	10,172.74	847.73
206	27	89.7	7,423.35	618.61
207	35	110.5	9,622.86	801.91
208	31	99.8	8,523.11	710.26
209	32	103.0	8,798.05	733.17
210	21	64.2	5,773.72	481.14
211	36	115.3	9,897.80	824.82
212	20	63.9	5,498.78	458.23
213	21	64.2	5,773.72	481.14
214	37	117.0	10,172.74	847.73
215	27	89.7	7,423.35	618.61
216	35	110.5	9,622.86	801.91
217	31	99.8	8,523.11	710.26
218	32	103.0	8,798.05	733.17
219	21	64.2	5,773.72	481.14
220	36	115.3	9,897.80	824.82
221	20	63.9	5,498.78	458.23
222	21	64.2	5,773.72	481.14
223	37	117.1	10,172.74	847.73
224	27	89.7	7,423.35	618.61
225	35	110.5	9,622.86	801.91
226	31	99.8	8,523.11	710.26
227	32	103.0	8,798.05	733.17
228	21	64.2	5,773.72	481.14
229	36	115.3	9,897.80	824.82
230	20	63.9	5,498.78	458.23
231	21	64.2	5,773.72	481.14
232	37	117.1	10,172.74	847.73
233	27	89.7	7,423.35	618.61
234	35	110.5	9,622.86	801.91
235	31	99.8	8,523.11	710.26

ARRIS RESIDENCES
2024/2025 FEE SCHEDULE
April 1, 2024 to March 31, 2025

LEGAL UNIT	UNIT FACTOR	AREA (m2)	2024-2025 Contributions	
			Annual	Monthly
236	32	103.0	8,798.05	733.17
237	21	64.2	5,773.72	481.14
238	36	115.3	9,897.80	824.82
239	20	63.9	5,498.78	458.23
240	21	64.2	5,773.72	481.14
241	37	117.1	10,172.74	847.73
242	27	89.7	7,423.35	618.61
243	35	110.5	9,622.86	801.91
244	31	99.8	8,523.11	710.26
245	32	103.0	8,798.05	733.17
246	21	64.2	5,773.72	481.14
247	36	115.3	9,897.80	824.82
248	20	63.9	5,498.78	458.23
249	21	64.2	5,773.72	481.14
250	37	117.2	10,172.74	847.73
251	27	89.7	7,423.35	618.61
252	35	110.5	9,622.86	801.91
253	31	99.8	8,523.11	710.26
254	32	103.0	8,798.05	733.17
255	21	64.2	5,773.72	481.14
256	36	115.3	9,897.80	824.82
257	20	63.9	5,498.78	458.23
258	21	64.2	5,773.72	481.14
259	37	117.2	10,172.74	847.73
260	27	89.7	7,423.35	618.61
261	35	110.5	9,622.86	801.91
262	31	99.8	8,523.11	710.26
263	32	103.0	8,798.05	733.17
264	21	64.2	5,773.72	481.14
265	36	115.3	9,897.80	824.82
266	20	63.9	5,498.78	458.23
267	21	64.2	5,773.72	481.14
268	37	117.3	10,172.74	847.73
269	27	89.7	7,423.35	618.61
270	35	110.5	9,622.86	801.91
271	31	99.8	8,523.11	710.26
272	32	103.0	8,798.05	733.17
273	21	64.2	5,773.72	481.14
274	36	115.3	9,897.80	824.82
275	20	63.9	5,498.78	458.23
276	21	64.2	5,773.72	481.14
277	37	117.7	10,172.74	847.73
278	27	89.7	7,423.35	618.61
279	35	110.5	9,622.86	801.91
280	31	99.8	8,523.11	710.26
281	32	103.0	8,798.05	733.17
282	21	64.2	5,773.72	481.14

ARRIS RESIDENCES
2024/2025 FEE SCHEDULE
April 1, 2024 to March 31, 2025

LEGAL UNIT	UNIT FACTOR	AREA (m2)	2024-2025 Contributions	
			Annual	Monthly
283	36	115.3	9,897.80	824.82
284	20	63.9	5,498.78	458.23
285	21	64.2	5,773.72	481.14
286	37	117.8	10,172.74	847.73
287	27	89.7	7,423.35	618.61
288	35	110.5	9,622.86	801.91
289	31	99.8	8,523.11	710.26
290	32	103.0	8,798.05	733.17
291	21	64.2	5,773.72	481.14
292	36	115.3	9,897.80	824.82
293	20	63.9	5,498.78	458.23
294	21	64.2	5,773.72	481.14
295	37	117.8	10,172.74	847.73
296	27	89.7	7,423.35	618.61
297	35	110.5	9,622.86	801.91
298	31	99.8	8,523.11	710.26
299	32	103.0	8,798.05	733.17
300	21	64.2	5,773.72	481.14
301	36	115.3	9,897.80	824.82
302	20	63.9	5,498.78	458.23
303	21	64.2	5,773.72	481.14
304	37	117.9	10,172.74	847.73
305	27	89.7	7,423.35	618.61
306	35	110.7	9,622.86	801.91
307	31	99.6	8,523.11	710.26
308	32	103.0	8,798.05	733.17
309	21	64.2	5,773.72	481.14
310	38	121.1	10,447.68	870.64
311	32	100.5	8,798.05	733.17
312	37	117.9	10,172.74	847.73
313	27	89.7	7,423.35	618.61
314	35	110.7	9,622.86	801.91
315	31	99.6	8,523.11	710.26
316	32	103.0	8,798.05	733.17
317	21	64.2	5,773.72	481.14
318	38	121.1	10,447.68	870.64
319	32	100.5	8,798.05	733.17
320	37	118.0	10,172.74	847.73
321	27	89.7	7,423.35	618.61
322	35	110.7	9,622.86	801.91
323	31	99.6	8,523.11	710.26
324	32	103.0	8,798.05	733.17
325	21	64.2	5,773.72	481.14
326	38	121.1	10,447.68	870.64
327	32	100.5	8,798.05	733.17
328	46	145.8	12,647.19	1,053.93
329	49	154.0	13,472.01	1,122.67

ARRIS RESIDENCES
2024/2025 FEE SCHEDULE
April 1, 2024 to March 31, 2025

LEGAL UNIT	UNIT FACTOR	AREA (m2)	2024-2025 Contributions	
			Annual	Monthly
330	52	163.4	14,296.83	1,191.40
331	44	139.6	12,097.31	1,008.11
332	40	125.9	10,997.56	916.46
333	46	146.1	12,647.19	1,053.93
334	49	154.2	13,472.01	1,122.67
335	52	163.4	14,296.83	1,191.40
336	44	139.6	12,097.31	1,008.11
337	40	125.6	10,997.56	916.46
10000		31837	2,749,389.50	229,115.79

SCHEDULE "5"

NEW HOME WARRANTY PROGRAM CONTRACT



INTACT INSURANCE COMPANY

("Insurer")

700 University Avenue, Toronto, ON, M5G 0A1

Toll Free: 1-844-489-3768

Represented by its Agent, WBI Home Warranty Ltd.

211-9639 137A Street, Surrey, BC, V3T 0M1

Phone: 604-639-2924 Toll Free: 1-855-639-2924 Fax: 604-639-2925

Limited Home Warranty Insurance Policy

For a New Home in a Multi-Family Residential Building

Address of New Home:	(301-4105) 530 3 Street SE, Calgary, AB, T2P 0R3
Builder Name:	Embassy Bosa Inc.
Builder Phone Number:	604-294-0666
Builder Fax Number:	
Warranty Policy Number:	WHW130059-5(1-337)

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

Notice to the Owner: Different components of your New Home are covered for specified periods of time; therefore refer to the entirety of this Policy for a description of the insurance coverage, conditions, limitations and exclusions. It is important to note the Expiry Dates below; each term begins on the Home Warranty Commencement Date. The Insurer will honor valid claims provided that the Owner has given prompt written notice in detail of any defects covered by this Policy prior to the applicable Expiry Date.

The home warranty insurance coverages for the Common Property and Common Facilities are part of a separate policy which is issued to the Condominium Corporation. If you believe there is a defect related to the Common Property, Common Facilities, Delivery and Distribution Systems, the Building Envelope, or Structural components, notify your Condominium Corporation.

Home Warranty Commencement Date

1 Year (Defects in Materials and Labour)

Expires: _____ (at 12:01AM)

Gordon Houston, Attorney-In-Fact
Executive Vice President
Authorized signature of Insurer

In addition, please read the Maintenance Manual for a thorough understanding of the seasonal maintenance requirements for your home. Failure to follow these maintenance requirements may void warranty coverage should damage be caused or made worse by an owner failing to comply. If you do not have a copy of our Maintenance Manual, a copy can be downloaded from the website at www.wbihomewarranty.com.



PART A: DEFINITIONS

In this Policy, the terms below shall have the following meanings:

"Building Code" means the applicable Alberta Building Code as declared in force by a regulation under the Safety Codes Act.

"Building Envelope" means the collection of components that separate conditioned space from unconditioned space, the exterior air or the ground, or that separate conditioned spaces intended to be conditioned to temperatures differing by more than 10 degrees Celsius at design conditions.

"Common Facilities" means

- a) Property managed by a condominium corporation pursuant to its bylaws, and
- b) a unit in a building described in a condominium plan, or any portion of such a unit, that includes all or part of one or more of
 - i. the building envelope,
 - ii. a delivery and distribution system that serves 2 or more units,
 - iii. a load-bearing part,
 - iv. any common property as defined in section 14(1)(a) of the Condominium Property Act, and
 - v. any area subject to an easement in favour of another unit, whether or not that unit or portion of a unit is intended for residential occupancy.

"Common Property" has the same meaning as in Section 1(1)(f) of the Condominium Property Act.

"Common Property Policy" means the Limited Home Warranty Insurance Contract together with all forms, riders and endorsements pertaining to coverage for the Common Property and Common Facilities of the Condominium Corporation.

"Condo Corporation" has the same meaning as the Condominium Property Act.

"Deductible" means the amount that must be paid out of pocket by the Insured on any claim submitted for coverage.

"Defect" means any design, construction or material used in the construction of a New Home that is discovered after the commencement of coverage under a home warranty insurance contract and

- a) is contrary to the Building Code; or
- b) that requires repair or replacement due to the negligence of a Residential Builder or person for whom the Residential Builder is responsible at law; or
- c) constitutes an unreasonable health or safety risk; or
- d) has resulted in material damage to the New Home.

"Defects in the Building Envelope" means Defects that result in the failure of the Building Envelope to perform its intended function.

"Delivery and Distribution Systems" include electrical, gas, plumbing, heating, ventilation and air-conditioning systems to which the Safety Codes Act applies and any other systems prescribed by regulation as delivery and distribution systems.

"Insured" means a person insured by this home warranty insurance contract whether named in the contract or not.

"Insurer" means Intact Insurance Company, as represented by its Agent WBI Home Warranty Ltd.

"New Home" means the home which is the subject matter of this Policy having the address set out on the first page of this Policy which is a building, or portion of a building, that is newly constructed and is intended for residential occupancy and in respect of which the coverage period is not expired, and includes:

- a) a self-contained dwelling that
 - i) is detached;
 - ii) is attached to one or more other self contained dwelling units; or
 - iii) includes secondary suite.
- b) any building or portion of a building that is of a class prescribed as a class of New Home to which the Act applies;
- c) a building that is intended for residential occupancy and that is a reconstruction;
- d) a manufactured home;
- e) a retaining wall which has a structural function in supporting the building.



"Home Warranty Commencement Date" means the date shown on the face of this Policy for the commencement of the warranty on the New Home.

"Owner" means a person who purchases a New Home, or contracts with a Residential Builder to build a New Home, and includes:

- a) a person who acquires a life interest in a New Home;
- b) a cooperative incorporated under the Cooperatives Act, a corporation or society having an ownership interest in a New Home; and
- c) a subsequent purchaser of the New Home, including a person who acquires a New Home from a previous Owner through inheritance, gift, foreclosure or other legal means or operation of law.

"Policy" means the documents provided to the Owner evidencing the Home Warranty Insurance Policy and all forms, riders and endorsements pertaining or attached.

"Residential Builder" means the person who engages in, arranges for or manages all or substantially all of the construction or reconstruction of a New Home or agrees to do any of those things, and includes a General Contractor, but does not include an Owner Builder.

"Structural Defect" means:

- a) a Defect in the 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.

"Warranty Provider" means Intact Insurance Company, as represented by its Agent WBI Home Warranty Ltd.

If any terms are used in this Policy which are defined in the New Home Buyer Protection Act but not defined in this Policy, the meanings given to such terms in the Act will apply.

PART B: COVERAGE

1. GENERAL

The Insurer shall provide home warranty insurance coverage to the New Home as specified in this Policy, subject to the exclusions, limitations and the conditions set out in this Policy, where a claim is made by the Owner within the applicable warranty period in the manner set forth in this Policy.

2. COVERAGE

Beginning on the Home Warranty Commencement Date, this Policy provides limited Home Warranty Insurance coverage in the first year for Defects in materials and labour.

3. POLICY LIMITS

- (1) The aggregate limit of liability for the Insurer under this Policy for Defects in the New Home, is limited to the lesser of:
 - a) the original purchase price paid to the Residential Builder; and
 - b) \$130,000.
- (2) When calculating the cost of claims in respect of the limits under this Policy, the Warranty Provider will include:
 - a) the cost of repairs,
 - b) the cost of any investigation, engineering and design required for the repairs,
 - c) the cost of adjusting and supervision of repairs, including professional review but excluding legal costs; and
 - d) the cost of mitigation paid by the Warranty Provider to the Insured; and
 - e) the cost of Additional Living Expenses of an Owner Paid by the Warranty Provider.



4. DEDUCTIBLE

- a) The Owner shall be required to pay a deductible on claims made under this Policy.
- b) The maximum amount of a deductible payable under subsection (a) shall not exceed \$50.00 plus the applicable taxes.
- c) Only one deductible is payable per claim submitted to the Warranty Provider, regardless of how many Defects are reported by the Owner to the Insurer in that claim.
- d) The total sum of deductibles payable by the Owner in each calendar year for claims made shall not exceed \$300.00 plus the applicable taxes.
- e) The Insurer may refund a deductible paid or waive a deductible payable by an Owner.

5. LIMITATIONS AND EXCLUSIONS

1) Coverage Exclusions

The following are excluded from the coverage under this Policy:

- a) any non-residential use area and any construction or reconstruction associated with a non-residential use area;
- b) site grading and surface drainage except as required by a building code, and not including subsidence beneath footings of a home or under driveways or walkways;
- c) utility services;
- d) septic tanks and septic or absorption fields, unless constructed or otherwise provided by the residential builder or owner builder;
- e) home appliances, including but not limited to refrigerators, stoves, ovens, garbage disposal units, dishwashers, microwaves, clothing washers, clothing dryers and freezers;
- f) water wells, except equipment installed for the operation of the water well where the equipment is part of a Delivery and Distribution System;
- g) the quality or quantity of water from a municipal water supply, a water well or any other source;
- h) any component of a Registered Historic Resource or Provincial Historic Resource that is being converted from commercial to residential use, where that component has been exempted from the application of any provision contained in any building code pursuant to section 51 of the Historical Resources Act;
- i) designs, materials or labour supplied by anyone other than the residential builder or the employees, agents or subcontractors of a residential builder, but not including any designs, material or labour retained by the residential builder or by an owner builder in a reconstruction.

2) Loss or Damage Exclusions

Any loss or damage resulting from the following are excluded from coverage under this Policy:

- 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) substantial use of the residence for non-residential purposes;
- d) negligent or improper maintenance or improper operation of the New Home or anything in the New Home by anyone other than the residential builder or its employees, agents or subcontractors;
- e) alterations to the home by anyone other than the residential builder or its employees, agents or subcontractors;
- f) changes to the grading of the ground by anyone other than the residential builder, or its employees, agents or subcontractors;
- g) insects, rodents or other animals, unless the damage results from non-compliance with a building code by the residential builder or its employees, agents or subcontractors, or the owner builder;
- h) acts of nature;
- i) bodily injury, disease, illness or death resulting from any cause;
- j) damage to personal property or real property that is not part of a New Home;
- k) contaminated soil, except where supplied by or through the residential builder and the residential builder knew or ought to have known that the soil was contaminated;

- l) subsidence of the land around a New Home or along utility lines, not including subsidence beneath footings of a New Home or under driveways or walkways;
- m) diminished value of a New Home or any component of a New Home;
- n) deficiencies that have been agreed to between a residential builder and the Owner prior to or at the time of possession;
- o) Defects that have been caused or substantially contributed to by a change that is material to the risk and is within the control and knowledge of the Owner;
- p) fire, explosion, smoke, flooding or sewer back-up;
- q) loss of income or opportunity;
- r) loss of enjoyment, use or benefit of the New Home;
- s) inconvenience or distress to the Owner;
- t) any professional fees, including legal, consulting or medical costs.

PART C: POLICY CONDITIONS

1. REQUIREMENTS AFTER DISCOVERY OF DEFECT

- (1) Within a reasonable time after the discovery of a Defect in a New Home, the Insured must, if the Defect is covered by the Policy, give notice of the Defect in reasonable detail to the Warranty Provider.
- (2) The Warranty Provider requires that the notice from the Owner be in writing.

2. WHO MAY GIVE NOTICE AND PROOF

Notice of a Defect under Policy Condition 1(1) may be given

- (1) by the agent of the Insured if
 - a) the Insured is absent or unable to give the notice or make the proof, and
 - b) the absence or inability is satisfactorily accounted for, or
- (2) by any person who has an insurable interest in the New Home, if the named Insured fails or refuses to do so, or in the circumstances described in clause (1) of this condition.

3. MITIGATION

- (1) In the event of loss or damage to a New Home resulting from a Defect, the Insured must take all reasonable steps to prevent further loss or damage to the New Home as a result of the Defect;
- (2) The Insurer must pay to the Insured all reasonable and proper expenses incurred in connection with steps taken by the Insured under subparagraph (1) of this condition.

4. ENTRY AND CONTROL

- (1) After a Defect has been reported to the Warranty Provider, the Warranty Provider has an immediate right of access and entry to the New Home by itself and by its accredited representatives, who may include the Residential Builder, sufficient to
 - a) enable them to determine if a Defect exists,
 - b) make an estimate of the repairs required to rectify the Defect, and
 - c) make the repairs necessary to rectify the Defect.

5. MATERIAL CHANGE IN RISK

- (1) The Insured must promptly give notice in writing to the Warranty Provider or its Agent of any change that is:
 - a) material to the risk, and
 - b) within the control and knowledge of the Insured.
- (2) The Warranty Provider may require that the notice from the Insured be in writing.



6. IN CASE OF DISAGREEMENT

- (1) In the event of disagreement as to whether a Defect exists, the nature and extent of the repairs or replacements required, the adequacy of repairs or replacements made or the amount of loss or damage, those questions must be determined using the applicable dispute resolution process set out in section 519 of the Insurance Act whether or not the Insured's right to recover under the home warranty insurance contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
 - a) a specific demand is made for it in writing, and
 - b) a proof of loss has been delivered to the Insurer.

7. TRANSFER OF TITLE

If title to the New Home is transferred at any time during the protection period, the home warranty insurance contract is transferred to the new Owner and the new Owner is deemed to have given good and valuable consideration to the Warranty Provider under the home warranty insurance contract.

8. ADDITIONAL LIVING EXPENSES

- (1) If a New Home is uninhabitable as a result of a Defect or during the rectification of a Defect, then reasonable living expenses incurred by the Owner will be payable by the Insurer to the Insured to a maximum of \$150 per day or such greater amount as may be established from time to time by the Superintendent of Insurance.
- (2) The total amount payable under subparagraph (1) of this condition shall not exceed \$15,000 for each period of time the home is uninhabitable while warranty coverage is in effect.

9. WARRANTY OF REPAIRS OF DEFECTS

- (1) All repairs and replacements made to rectify Defects are warranted against Defects in materials and labour until the later of the first anniversary of the date of completion of the repair or replacement and the expiry of coverage for that type of Defect under the home warranty insurance policy.
- (2) If an Insured accepts payment from the Warranty Provider in lieu of repairs or replacements to rectify a Defect, then no further warranty coverage applies to the Defect covered by the payment.

10. NOTICE

- (1) Written notice to the Warranty Provider may be delivered, or sent by recorded mail, to the chief agency or head office of the Warranty Provider located at 211-9639 137A Street, Surrey, BC, V3T 0M1.
- (2) Written notice to the Insured may be personally delivered, or sent by recorded mail addressed, to the address of the new home covered by the Policy.

PART D: GENERAL PROVISIONS

1. SUBROGATED RIGHTS

If the Insurer make a payment or assumes liability for any payment or repair under this Policy:

- (1) the Insurer is subrogated to all rights of recovery of the Owner against any person or persons who may have caused or contributed to the requirement for the payment or repair under this Policy;
- (2) the Insurer may bring an action, at its own expense, in the name of the Owner, to enforce such rights; and
- (3) the Owner shall fully cooperate, support and assist the Insurer in the pursuit of the aforementioned subrogated rights if the Insurer pursues its subrogated rights.

2. HANDLING OF CLAIMS

- (1) Upon discovery of a Defect, the Owner must provide the Warranty Provider with prompt written notice, that must include:
 - a) The address of the New Home as set out on the first page of this Policy;
 - b) The policy number set out on the first page of this Policy; and
 - c) Notice of the Defect in an itemized detailed list.



- (2) Notice shall be delivered to the Warranty Provider by:
 - a) Post or courier to WBI Home Warranty Claims Department, 211-9639 137A Street, Surrey, BC, V3T 0M1,
 - b) Fax 604-639-2925, or
 - c) Email claims@wbihomewarranty.com.
- (3) The Warranty Provider shall, on receipt of a notice of a claim in writing under this Policy, promptly make reasonable attempts to contact the Owner and the Residential Builder to evaluate the claim.
- (4) The Warranty Provider shall make all reasonable efforts to avoid delays in responding to a claim under this Policy, evaluating the claim and scheduling any required repairs.
- (5) If, following evaluation of a claim under this Policy, the Warranty Provider determines that the claim is not valid or not covered under this Policy, the Warranty Provider shall notify the Owner of the decision in writing, setting out the reasons for the decision.
- (6) Repairs will be undertaken in a timely manner, with reasonable consideration given to weather conditions and the availability of materials and labour.
- (7) On completion of any repairs, the Warranty Provider shall deliver a copy of the repair specifications to the Owner with a letter confirming the date the repairs were completed and referring the repair warranty provided for in this Policy.

3. MISCELLANEOUS

- (1) Every action or proceeding against the Warranty Provider for the recovery of insurance money payable under the Policy is absolutely barred unless commenced within the time set out in the Insurance Act.
- (2) This Policy shall be governed by and construed in accordance with the law of Alberta and the law of Canada applicable in Alberta.
- (3) This Policy is binding upon the Warranty Provider and the Owner and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.
- (4) The inclusion of headings in this Policy is for convenience only and shall not affect the construction or interpretation of this Policy.
- (5) Except as expressly provided in this Policy, no amendment, variation or waiver of it shall be binding unless made in writing by the Insurer. No waiver of any provision or any portion of any provision, of this Policy shall constitute a waiver of any other part of the provision or any other provision of this Policy nor a continuing waiver unless otherwise expressly provided.

END OF POLICY



INTACT INSURANCE COMPANY

("Insurer")

700 University Avenue, Toronto, ON, M5G 0A1

Toll Free: 1-844-489-3768

Represented by its Agent, WBI Home Warranty Ltd.

211-9639 137A Street, Surrey, BC, V3T 0M1

Phone: 604-639-2924 Toll Free: 1-855-639-2924 Fax: 604-639-2925

Limited Home Warranty Insurance Policy

Common Property of a Residential Multi-Family Building

Project Name:	Arris Residences
Address of Condominium:	530 3 Street SE, Calgary, AB, T2P 0R3
Builder Name:	Embassy Bosa Inc.
Builder Phone Number:	604-294-0666
Builder Fax Number:	
Warranty Policy Number:	130059-5-C1

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

Notice to the Owner: Different components of the Common Property for the Residential Building are covered for specified periods of time; therefore refer to the entirety of this Policy for a description of the insurance coverage, conditions, limitations and exclusions. It is important to note the Expiry Dates below; each term begins on the Common Property Warranty Commencement Date. The Insurer will honor valid claims provided that the Condo Corporation has given prompt written notice in detail of any defects covered by this Policy prior to the applicable Expiry Date.

Common Property Warranty Commencement Date

1 Year (Defects in Materials and Labour)	Expires: _____ (at 12:01AM)
2 Years (Defects in Delivery & Distribution Systems)	Expires: _____ (at 12:01AM)
5 Years (Building Envelope Defects)	Expires: _____ (at 12:01AM)
10 Years (Structural Defects)	Expires: _____ (at 12:01AM)

Gordon Houston, Attorney-In-Fact

Executive Vice President

Authorized signature of Insurer

In addition, please read the Maintenance Manual for a thorough understanding of the seasonal maintenance requirements for your home. Failure to follow these maintenance requirements may void warranty coverage should damage be caused or made worse by an owner failing to comply. If you do not have a copy of our Maintenance Manual, a copy can be downloaded from the website at www.wbihomewarranty.com.



PART A: DEFINITIONS

In this Policy, the terms below shall have the following meanings:

"Building Code" means the applicable Alberta Building Code as declared in force by a regulation under the Safety Codes Act.

"Building Envelope" means the collection of components that separate conditioned space from unconditioned space, the exterior air or the ground, or that separate conditioned spaces intended to be conditioned to temperatures differing by more than 10 degrees Celsius at design conditions.

"Common Facilities" means

- a) Property managed by a condominium corporation pursuant to its bylaws, and
- b) a unit in a building described in a condominium plan, or any portion of such a unit, that includes all or part of one or more of
 - i. the building envelope,
 - ii. a delivery and distribution system that serves 2 or more units,
 - iii. a load-bearing part,
 - iv. any common property as defined in section 14(1)(a) of the Condominium Property Act, and
 - v. any area subject to an easement in favour of another unit, whether or not that unit or portion of a unit is intended for residential occupancy.

"Common Property" has the same meaning as in Section 1(1)(f) of the Condominium Property Act.

"Common Property Policy" means the Limited Home Warranty Insurance Contract together with all forms, riders and endorsements pertaining to coverage for the Common Property and Common Facilities of the Condominium Corporation.

"Condo Corporation" has the same meaning as the Condominium Property Act.

"Deductible" means the amount that must be paid out of pocket by the Insured on any claim submitted for coverage.

"Defect" means any design, construction or material used in the construction of a New Home that is discovered after the commencement of coverage under a home warranty insurance contract and

- a) is contrary to the Building Code; or
- b) that requires repair or replacement due to the negligence of a Residential Builder or person for whom the Residential Builder is responsible at law; or
- c) constitutes an unreasonable health or safety risk; or
- d) has resulted in material damage to the New Home.

"Defects in the Building Envelope" means Defects that result in the failure of the Building Envelope to perform its intended function.

"Delivery and Distribution Systems" include electrical, gas, plumbing, heating, ventilation and air-conditioning systems to which the Safety Codes Act applies and any other systems prescribed by regulation as delivery and distribution systems.

"Insured" means a person insured by this home warranty insurance contract whether named in the contract or not.

"Insurer" means Intact Insurance Company, as represented by its Agent WBI Home Warranty Ltd.

"New Home" means the home which is the subject matter of this Policy having the address set out on the first page of this Policy which is a building, or portion of a building, that is newly constructed and is intended for residential occupancy and in respect of which the coverage period is not expired, and includes:

- a) a self-contained dwelling that
 - i) is detached;
 - ii) is attached to one or more other self contained dwelling units; or
 - iii) includes secondary suite.
- b) any building or portion of a building that is of a class prescribed as a class of New Home to which the Act applies;
- c) a building that is intended for residential occupancy and that is a reconstruction;
- d) a manufactured home;
- e) a retaining wall which has a structural function in supporting the building.

"Common Property Warranty Commencement Date" means the date shown on the face of this Policy for the commencement of the warranty on the Common Property.



"Owner" means a person who purchases a New Home, or contracts with a Residential Builder to build a New Home, and includes:

- a) a person who acquires a life interest in a New Home;
- b) a cooperative incorporated under the Cooperatives Act, a corporation or society having an ownership interest in a New Home; and
- c) a subsequent purchaser of the New Home, including a person who acquires a New Home from a previous Owner through inheritance, gift, foreclosure or other legal means or operation of law.

"Policy" means the documents provided to the Owner evidencing the Home Warranty Insurance Policy and all forms, riders and endorsements pertaining or attached.

"Residential Builder" means the person who engages in, arranges for or manages all or substantially all of the construction or reconstruction of a New Home or agrees to do any of those things, and includes a General Contractor, but does not include an Owner Builder.

"Structural Defect" means:

- a) a Defect in the 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.

"Warranty Provider" means Intact Insurance Company, as represented by its Agent WBI Home Warranty Ltd.

If any terms are used in this Policy which are defined in the New Home Buyer Protection Act but not defined in this Policy, the meanings given to such terms in the Act will apply.

PART B: COVERAGE

1. GENERAL

The Insurer shall provide home warranty insurance coverage to the Common Property as specified in this Policy, subject to the exclusions, limitations and the conditions set out in this Policy, where a claim is made by the Owner within the applicable warranty period in the manner set forth in this Policy.

2. COVERAGE

Beginning on the Common Property Warranty Commencement Date, this Policy provides limited Home Warranty Insurance coverages:

- a) in the first 12 months, any Defect in materials and labour;
- b) in the first 24 months any Defect in materials and labour related to the Delivery and Distribution Systems;
- c) in the first five years, any Building Envelope Defect; and
- d) in the first ten years, any Structural Defect.

3. POLICY LIMITS

- (1) The aggregate limit of liability for the Insurer under this Policy for Defects in the Common Property of the Residential Building, is limited to the lesser of:
 - a) \$130,000 times the number of units in the condominium or a multiple family dwelling, and
 - b) \$3,300,000.
- (2) When calculating the cost of claims in respect of the Common Property aggregate limit of liability under this Policy, the Warranty Provider will include:
 - a) the cost of repairs,
 - b) the cost of any investigation, engineering and design required for the repairs,
 - c) the cost of adjusting and supervision of repairs, including professional review but excluding legal costs; and
 - d) the cost of mitigation paid by the Warranty Provider to the Insured; and
 - e) the cost of Additional Living Expenses of an Owner Paid by the Warranty Provider.



4. DEDUCTIBLE

- a) The Owner shall be required to pay a deductible on claims made under this Policy.
- b) Only one deductible is payable per claim submitted to the Warranty Provider, regardless of how many Defects are reported by the Owner to the Insurer in that claim.
- c) The maximum amount of a deductible payable under subsection (a) shall not exceed
 - i) for claims related to the common property, common facilities and other assets of a condominium corporation
 - a. \$100 per claim related to the coverage in Part B 2 a).
 - b. \$500 per claim related to the coverage in Part B 2 b), c), d).
- d) The Insurer may refund a deductible paid or waive a deductible payable by the Owner.

5. LIMITATIONS AND EXCLUSIONS

1) Coverage Exclusions

The following are excluded from the coverage under this Policy:

- a) any non-residential use area and any construction or reconstruction associated with a non-residential use area;
- b) site grading and surface drainage except as required by a building code, and not including subsidence beneath footings of a home or under driveways or walkways;
- c) utility services;
- d) septic tanks and septic or absorption fields, unless constructed or otherwise provided by the residential builder or owner builder;
- e) home appliances, including but not limited to refrigerators, stoves, ovens, garbage disposal units, dishwashers, microwaves, clothing washers, clothing dryers and freezers;
- f) water wells, except equipment installed for the operation of the water well where the equipment is part of a Delivery and Distribution System;
- g) the quality or quantity of water from a municipal water supply, a water well or any other source;
- h) any component of a Registered Historic Resource or Provincial Historic Resource that is being converted from commercial to residential use, where that component has been exempted from the application of any provision contained in any building code pursuant to section 51 of the Historical Resources Act;
- i) designs, materials or labour supplied by anyone other than the residential builder or the employees, agents or subcontractors of a residential builder, but not including any designs, material or labour retained by the residential builder or by an owner builder in a reconstruction.

2) Loss or Damage Exclusions

Any loss or damage resulting from the following are excluded from coverage under this Policy:

- 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) substantial use of the residence for non-residential purposes;
- d) negligent or improper maintenance or improper operation of the New Home or anything in the New Home by anyone other than the residential builder or its employees, agents or subcontractors;
- e) alterations to the home by anyone other than the residential builder or its employees, agents or subcontractors;
- f) changes to the grading of the ground by anyone other than the residential builder, or its employees, agents or subcontractors;
- g) insects, rodents or other animals, unless the damage results from non-compliance with a building code by the residential builder or its employees, agents or subcontractors, or the owner builder;
- h) acts of nature;
- i) bodily injury, disease, illness or death resulting from any cause;
- j) damage to personal property or real property that is not part of a New Home;
- k) contaminated soil, except where supplied by or through the residential builder and the residential builder knew or ought to have known that the soil was contaminated;

- l) subsidence of the land around a New Home or along utility lines, not including subsidence beneath footings of a New Home or under driveways or walkways;
- m) diminished value of a New Home or any component of a New Home;
- n) deficiencies that have been agreed to between a residential builder and the Owner prior to or at the time of possession;
- o) Defects that have been caused or substantially contributed to by a change that is material to the risk and is within the control and knowledge of the Owner;
- p) fire, explosion, smoke, flooding or sewer back-up;
- q) loss of income or opportunity;
- r) loss of enjoyment, use or benefit of the New Home;
- s) inconvenience or distress to the Owner;
- t) any professional fees, including legal, consulting or medical costs.

PART C: POLICY CONDITIONS

1. REQUIREMENTS AFTER DISCOVERY OF DEFECT

- (1) Within a reasonable time after the discovery of a Defect in a New Home, the Insured must, if the Defect is covered by the Policy, give notice of the Defect in reasonable detail to the Warranty Provider.
- (2) The Warranty Provider requires that the notice from the Owner be in writing.

2. WHO MAY GIVE NOTICE AND PROOF

Notice of a Defect under Policy Condition 1(1) may be given

- (1) by the agent of the Insured if
 - a) the Insured is absent or unable to give the notice or make the proof, and
 - b) the absence or inability is satisfactorily accounted for, or
- (2) by any person who has an insurable interest in the New Home, if the named Insured fails or refuses to do so, or in the circumstances described in clause (1) of this condition.

3. MITIGATION

- (1) In the event of loss or damage to a New Home resulting from a Defect, the Insured must take all reasonable steps to prevent further loss or damage to the New Home as a result of the Defect;
- (2) The Insurer must pay to the Insured all reasonable and proper expenses incurred in connection with steps taken by the Insured under subparagraph (1) of this condition.

4. ENTRY AND CONTROL

- (1) After a Defect has been reported to the Warranty Provider, the Warranty Provider has an immediate right of access and entry to the New Home by itself and by its accredited representatives, who may include the Residential Builder, sufficient to
 - a) enable them to determine if a Defect exists,
 - b) make an estimate of the repairs required to rectify the Defect, and
 - c) make the repairs necessary to rectify the Defect.

5. MATERIAL CHANGE IN RISK

- (1) The Insured must promptly give notice in writing to the Warranty Provider or its Agent of any change that is:
 - a) material to the risk, and
 - b) within the control and knowledge of the Insured.
- (2) The Warranty Provider may require that the notice from the Insured be in writing.

6. IN CASE OF DISAGREEMENT

- (1) In the event of disagreement as to whether a Defect exists, the nature and extent of the repairs or replacements required, the adequacy of repairs or replacements made or the amount of loss or damage,



those questions must be determined using the applicable dispute resolution process set out in section 519 of the Insurance Act whether or not the Insured's right to recover under the home warranty insurance contract is disputed, and independently of all other questions.

- (2) There is no right to a dispute resolution process under this condition until
 - a) a specific demand is made for it in writing, and
 - b) a proof of loss has been delivered to the Insurer.

7. TRANSFER OF TITLE

If title to the New Home is transferred at any time during the protection period, the home warranty insurance contract is transferred to the new Owner and the new Owner is deemed to have given good and valuable consideration to the Warranty Provider under the home warranty insurance contract.

8. ADDITIONAL LIVING EXPENSES

- (1) If a New Home is uninhabitable as a result of a Defect or during the rectification of a Defect, then reasonable living expenses incurred by the Owner will be payable by the Insurer to the Insured to a maximum of \$150 per day or such greater amount as may be established from time to time by the Superintendent of Insurance.
- (2) The total amount payable under subparagraph (1) of this condition shall not exceed \$15,000 for each period of time the home is uninhabitable while warranty coverage is in effect.

9. WARRANTY OF REPAIRS OF DEFECTS

- (1) All repairs and replacements made to rectify Defects are warranted against Defects in materials and labour until the later of the first anniversary of the date of completion of the repair or replacement and the expiry of coverage for that type of Defect under the home warranty insurance policy.
- (2) If an Insured accepts payment from the Warranty Provider in lieu of repairs or replacements to rectify a Defect, then no further warranty coverage applies to the Defect covered by the payment.

10. NOTICE

- (1) Written notice to the Warranty Provider may be delivered, or sent by recorded mail, to the chief agency or head office of the Warranty Provider located at 211-9639 137A Street, Surrey, BC, V3T 0M1.
- (2) Written notice to the Insured may be personally delivered, or sent by recorded mail addressed, to the address of the new home covered by the Policy.

PART D: GENERAL PROVISIONS

1. SUBROGATED RIGHTS

If the Insurer make a payment or assumes liability for any payment or repair under this Policy:

- (1) the Insurer is subrogated to all rights of recovery of the Owner against any person or persons who may have caused or contributed to the requirement for the payment or repair under this Policy;
- (2) the Insurer may bring an action, at its own expense, in the name of the Owner, to enforce such rights; and
- (3) the Owner shall fully cooperate, support and assist the Insurer in the pursuit of the aforementioned subrogated rights if the Insurer pursues its subrogated rights.

2. HANDLING OF CLAIMS

- (1) Upon discovery of a Defect, the Condominium Corporation must provide the Warranty Provider with prompt written notice, that must include:
 - a) The address of the Condominium as set out on the first page of this Policy;
 - b) The policy number set out on the first page of this Policy; and
 - c) Notice of the Defect in an itemized detailed list.
- (2) Notice shall be delivered to the Warranty Provider by:
 - a) Post or courier to WBI Home Warranty Claims Department, 211-9639 137A Street, Surrey, BC, V3T 0M1,



- b) Fax 604-639-2925, or
- c) Email claims@wbihomewarranty.com.
- (3) The Warranty Provider shall, on receipt of a notice of a claim in writing under this Policy, promptly make reasonable attempts to contact the Condominium Corporation and the Residential Builder to evaluate the claim.
- (4) The Warranty Provider shall make all reasonable efforts to avoid delays in responding to a claim under this Policy, evaluating the claim and scheduling any required repairs.
- (5) If, following evaluation of a claim under this Policy, the Warranty Provider determines that the claim is not valid or not covered under this Policy, the Warranty Provider shall notify the Condominium Corporation of the decision in writing, setting out the reasons for the decision.
- (6) Repairs will be undertaken in a timely manner, with reasonable consideration given to weather conditions and the availability of materials and labour.
- (7) On completion of any repairs, the Warranty Provider shall deliver a copy of the repair specifications to the Owner with a letter confirming the date the repairs were completed and referring the repair warranty provided for in this Policy.

3. MISCELLANEOUS

- (1) Every action or proceeding against the Warranty Provider for the recovery of insurance money payable under the Policy is absolutely barred unless commenced within the time set out in the Insurance Act.
- (2) This Policy shall be governed by and construed in accordance with the law of Alberta and the law of Canada applicable in Alberta.
- (3) This Policy is binding upon the Warranty Provider and the Owner and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.
- (4) The inclusion of headings in this Policy is for convenience only and shall not affect the construction or interpretation of this Policy.
- (5) Except as expressly provided in this Policy, no amendment, variation or waiver of it shall be binding unless made in writing by the Insurer. No waiver of any provision or any portion of any provision, of this Policy shall constitute a waiver of any other part of the provision or any other provision of this Policy nor a continuing waiver unless otherwise expressly provided.

END OF POLICY

Policy Number	Unit #	Address	City	Province
WHW130059-5-1	301	530 3 Street SE	Calgary	AB
WHW130059-5-2	302	530 3 Street SE	Calgary	AB
WHW130059-5-3	303	530 3 Street SE	Calgary	AB
WHW130059-5-4	304	530 3 Street SE	Calgary	AB
WHW130059-5-5	305	530 3 Street SE	Calgary	AB
WHW130059-5-6	306	530 3 Street SE	Calgary	AB
WHW130059-5-7	401	530 3 Street SE	Calgary	AB
WHW130059-5-8	402	530 3 Street SE	Calgary	AB
WHW130059-5-9	403	530 3 Street SE	Calgary	AB
WHW130059-5-10	404	530 3 Street SE	Calgary	AB
WHW130059-5-11	405	530 3 Street SE	Calgary	AB
WHW130059-5-12	406	530 3 Street SE	Calgary	AB
WHW130059-5-13	407	530 3 Street SE	Calgary	AB
WHW130059-5-14	408	530 3 Street SE	Calgary	AB
WHW130059-5-15	409	530 3 Street SE	Calgary	AB
WHW130059-5-16	501	530 3 Street SE	Calgary	AB
WHW130059-5-17	502	530 3 Street SE	Calgary	AB
WHW130059-5-18	503	530 3 Street SE	Calgary	AB
WHW130059-5-19	504	530 3 Street SE	Calgary	AB
WHW130059-5-20	505	530 3 Street SE	Calgary	AB
WHW130059-5-21	506	530 3 Street SE	Calgary	AB
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WHW130059-5-273	3306	530 3 Street SE	Calgary	AB
WHW130059-5-274	3307	530 3 Street SE	Calgary	AB
WHW130059-5-275	3308	530 3 Street SE	Calgary	AB
WHW130059-5-276	3309	530 3 Street SE	Calgary	AB
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WHW130059-5-326	3907	530 3 Street SE	Calgary	AB
WHW130059-5-327	3908	530 3 Street SE	Calgary	AB
WHW130059-5-328	4001	530 3 Street SE	Calgary	AB

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WHW130059-5-334	4102	530 3 Street SE	Calgary	AB
WHW130059-5-335	4103	530 3 Street SE	Calgary	AB
WHW130059-5-336	4104	530 3 Street SE	Calgary	AB
WHW130059-5-337	4105	530 3 Street SE	Calgary	AB

SCHEDULE "6"

SHARED AMENITIES AGREEMENT

**SHARED AMENITIES AGREEMENT
SUPPLEMENTARY TO EASEMENTS, COVENANTS AND
RESTRICTIONS AGREEMENT**

BETWEEN:

**[NAME OF FIRST PROPERTY OWNER]
(" East Tower Owner")**

and

**[NAME AND SECOND PROPERTY OWNER]
("West Tower Owner")**

(with East Tower Owner and West Tower Owner collectively referred to as the "**Owners**" and
individually each an "**Owner**")

dated as of

February 16, 2024

RECITALS

WHEREAS East Tower Owner is the registered owner of the lands and premises municipally known as 505 – 4th Street SE, Calgary, Alberta, and legally described as Plan 2010596, Block 131, Strata Lot 2 at the Alberta Land Titles Office (the “**LTO**”);

WHEREAS West Tower Owner is the registered owner of the lands and premises municipally known as 530 – 3rd Street SE, Calgary, Alberta, legally described as Plan 2010596, Block 131, Strata Lot 1 at the LTO;

WHEREAS the Owners are parties to an easements, covenants and restrictions agreement registered at the LTO as instrument no. 201 056 749 as amended by the agreement amending easements, covenants and restrictions agreement dated February 16, 2024 (collectively, the “**ECR Agreement**”), and the Owners have agreed that all of the WEST PODIUM ROOF, EAST TOWER GREEN ROOF, AMENITY GREEN ROOF, AMENITY and all of the infrastructure, equipment and fixtures situate thereon shall be, for purposes of this agreement, the “**Common Facilities**” of the Owners;

WHEREAS the Owners wish for the East Tower Owner to be responsible for the day to day management and operation, as well as alteration, repair and/or replacement of all the Common Facilities and the Common Services to Acceptable Standards and have entered into this agreement in order to carry out the maintenance, operation, alteration, repair and/or replacement of the Common Facilities and Common Services;

WHEREAS the Owners wish for the Common Facilities Committee to be responsible for certain functions relating to the Common Facilities and the Common Services and have entered into this agreement in order to perform certain functions relating to the Common Facilities and the Common Services; and

WHEREAS the Common Facilities are intended for the use and enjoyment of the Owners, their tenants and the owners of Condominium Units, as applicable, at no further cost or expense, other than as expressly contemplated in Article 3 and Section 5.03 of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I INTERPRETATION

Section 1.01 Recitals. The recitals hereinbefore set forth are true in substance and in fact.

Section 1.02 Definitions. In this Agreement, the following capitalized terms shall have the following meanings, and all other terms not defined in this Section 1.02 shall have the same meanings and definitions as are ascribed to them in the ECR Agreement:

- (a) “**Acceptable Standards**” means:

- (i) with respect to any equipment, device, apparatus or system: efficient and safe operating capability for its intended purpose(s) in accordance with the standards specified by its manufacturer(s)/supplier(s) and prescribed by all applicable laws, regulations and by-laws;
 - (ii) with respect to any structural or other non-operating element and component of the Common Facilities: good repair, consistent and safe operating capacity, having regard to the aesthetic and all other standards maintained by a prudent owner of a comparable property of comparable age;
- (b) **"Agreement"** or **"this Agreement"** means the within shared amenities agreement, supplementary to easements, covenants and restrictions agreement including all schedules annexed hereto (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time);
- (c) **"Buildings"** means the buildings, structures, erections, improvements and appurtenances located on, in or under the Lands and all other structures, fixed improvements and permanent fixtures forming part of the Common Facilities; and **"Building"** means any one or specifically referenced one of the Buildings, as the case may be;
- (d) **"Business Day"** means any day of the week excluding Saturday, Sunday and statutory holidays in the province or territory in which the Lands are situate (and, where any date contemplated by this Agreement would otherwise fall on a day that is not a Business Day, then such date shall be deemed to be the first Business Day thereafter);
- (e) **"Committee Functions"** has the meaning given to it in Section 2.04;
- (f) **"Common Budget"** means either the operating and/or capital budgets (collectively) described in this Agreement;
- (g) **"Common Contracts"** means all the contracts entered into by or on behalf of the East Tower Owner with respect to the Common Facilities and the Common Services; provided that, in the event that the East Tower Owner enters into such contracts for the Common Facilities and the Common Services in common with services or other matters relating to the East Tower Owner's Lands, only that portion of such contract relating to the Common Facilities or the Common Services shall be a "Common Contract" for purposes of this Agreement;
- (h) **"Common Facilities"** has the meaning given to it in the recitals of this Agreement;
- (i) **"Common Facilities Committee"** means the committee that shall be responsible, on behalf of the Owners, for the Committee Functions, and shall consist of 4 members, 2 members of which shall be appointed by each of the Owners, and in

the event that any Strata Lot is subdivided by registration of a Condominium Plan, such Owner's members shall be appointed by the board of directors of the Condominium Corporation and shall consist of, at a minimum, 1 professional property manager familiar with managing condominium common property and facilities similar to the Common Facilities;

- (j) **"Common Facilities Costs"** means, but is not limited to, the costs of all Common Services, Common Contracts and of fulfilling the obligations contemplated herein and any other costs which the East Tower Owner determines should be treated as a Common Facilities Cost, including without limitation property taxes attributable to the Common Facilities, if any;
- (k) **"Common Facilities Operating Account"** means the account opened and maintained by, or on behalf of, the East Tower Owner into which and from which all Common Facilities and Common Services revenue and expenses will be made;
- (l) **"Common Facilities Reserve Account"** means, in the case of both Strata Lots being subdivided by registration of a Condominium Plan, the reserve fund maintained by the Owners for the repair and/or replacement of the Common Facilities in accordance with Section 38 of the Condominium Act, or in the case of only one Strata Lot being subdivided by registration of a Condominium Plan, a similar account opened and maintained by, or on behalf of, the East Tower Owner for the repair and/or replacement of the Common Facilities;
- (m) **"Common Services"** means all the services for the Common Facilities, including, but not limited to, fire and life safety, property management, cleaning services, utilities, HVAC (heating, ventilation and air conditioning), landscaping, snow removal, maintenance, repair and/or replacement costs, professional/recreation services and any other services which the East Tower Owner determines shall be treated as a Common Service;
- (n) **"Condominium Act"** means the *Condominium Property Act* (Alberta) and regulations thereto;
- (o) **"ECR Agreement"** has the meaning given to it in the recitals of this Agreement;
- (p) **"Electronic Means"** means in respect to attending or holding a meeting, a method of electronic or telephonic communication that enables all persons attending the meeting to hear and communicate with each other instantaneously, including, without limitation, teleconferencing and computer network-based or internet-based communication platforms;
- (q) **"Equipment"** means the chattels, furniture, furnishings, equipment and machinery located in or on the Common Facilities, but excluding any and all personal property of the tenants of either one of the Owners and personal property of the owners of Condominium Units;

- (r) **"Lands"** means the lands owned by each of the Owners described in the recitals, including the lands upon which the Common Facilities are situate;
- (s) **"Owners"** and **"Owner"** have the meanings given to them in the recitals of this Agreement; and
- (t) **"Proportionate Share"** means the percentage allocation each Owner contributes to the Common Facilities Costs, being:
 - (i) 35.31% for East Tower Owner; and
 - (ii) 64.69% for West Tower Owner.

Section 1.03 Headings. The headings used in the body of this Agreement form no part thereof, but shall be deemed to be inserted for convenience of reference only.

Section 1.04 Gender and Numbers. This Agreement shall be read and construed as the number and gender of the Owners referred to in each case requires, and as may otherwise be required by the context. References to "including" in this Agreement shall mean "including, without limitation".

ARTICLE II COMMON FACILITIES

Section 2.01 Objects and Duties of the East Tower Owner. The objects and duties of the East Tower Owner hereunder shall include but not be limited to the day to day management and operation, as well as alteration, repair and/or replacement of all the Common Facilities, including without limitation the Equipment, and the Common Services, and without restricting the generality of the foregoing shall include the following:

- (a) engaging and, when appropriate, terminating the services of a professional management company to manage and operate the Common Facilities and carry out the obligations of the East Tower Owner hereunder. The East Tower Owner shall ensure that a reputable professional management company is engaged for such purpose and that any contract entered into for the management of the Common Facilities shall be for a term of no longer than 2 years and shall contain with respect to any renewal beyond such initial 2 year term a 60 day (or less) without cause right of termination. The East Tower Owner shall report to the Common Facilities Committee on the performance of the management company under such contract;
- (b) providing, maintaining, repairing and/or replacing the Equipment which is maintained within or forms part of the Common Facilities, including ensuring that the Equipment is maintained in a first-class condition, to Acceptable Standards;
- (c) providing, maintaining, repairing and/or replacing portions of the Buildings which form part of the Common Facilities, and reporting for informational purposes on an

annual basis to the Common Facilities Committee regarding any major maintenance, repairs or replacements completed in the preceding fiscal year;

- (d) establishing rules of conduct and procedure with regard to the use of the Common Facilities, the initial rules are set out in Schedule 1 attached to this Agreement, and submitting to the Common Facilities Committee for approval any material amendments to such rules of conduct and procedure;
- (e) arranging for the provision, metering and inspection of all requisite utility and other services to the Common Facilities;
- (f) arranging for the provision of all Common Services;
- (g) opening and maintaining at least two (2) accounts at a chartered bank or trust company, as the East Tower Owner may designate, one (1) as the Common Facilities Reserve Account, and one (1) as the Common Facilities Operating Account, and reporting for informational purposes on an annual basis to the Common Facilities Committee regarding the status of each account, provided that in the case one Strata Lot is subdivided by registration of a Condominium Plan then with respect to that Owner's Proportionate Share only, opening and maintaining the Common Facilities Reserve Account and the Common Facilities Operating Account in compliance with the Condominium Act. To carry out the foregoing functions and to otherwise carry out its obligations hereunder, in the case one Strata Lot is subdivided by registration of a Condominium Plan, that Owner hereby authorizes the East Tower Owner to exercise the powers of and carry out the applicable duties of that Owner under the Condominium Act as agent of that Owner by itself or by such duly licensed and qualified agents as it may appoint from time to time;
- (h) preparing and submitting to the Common Facilities Committee, not less than once annually, at least 1 month prior to the East Tower Owner's fiscal year end, the Common Budget setting out by categories the East Tower Owner's best estimate of all expenses for the Common Services and for the operation, maintenance, alteration, repair and/or replacement of the Common Facilities, including without limitation Common Facilities Costs, for the next fiscal year, including amounts to be paid by the Owners to the Common Facilities Reserve Account for the Common Facilities;
- (i) keeping accurate accounts of the financial transactions involved in the operation of the Common Facilities and Common Services, and providing to the Common Facilities Committee and, if required, each Owner, annual statements of income and expenditures with respect thereto, keeping the accounts open for inspection by both Owners at all reasonable times and maintaining the accounts in accordance with generally accepted accounting principles;

- (j) obtaining an independent accountant review, annually of the financial statements prepared by the East Tower Owner with respect to the Common Facilities Costs (and revenue) and providing same to the Common Facilities Committee for informational purposes;
- (k) engaging any professional services, consultants, opinions, reports and advice with respect to the Common Facilities and Common Services in any matters relating thereto, including, but not limited to, the appointment of an auditor, if required, to review and to report upon the financial statements maintained by the East Tower Owner;
- (l) either (i) in the case of both Strata Lots being subdivided by registration of a Condominium Plan, arranging for the carrying out of reserve fund studies in accordance with each Condominium Corporation's obligations under Section 38 of the Condominium Act, to determine the amount of contributions to be collected by each Condominium Corporation that will be adequate to provide for the expected costs of major repair and/or replacement of the Common Facilities; or (ii) in the case of only one Strata Lot being subdivided by registration of a Condominium Plan, arranging for the carrying out of a similar report in compliance with the timelines then required by the Condominium Act concurrently with any Owner's independent reserve fund study, to determine the expected costs of major repair and/or replacement of the Common Facilities and the amount of contributions to be collected from the Condominium Corporation that will be adequate to provide for the Condominium Corporation's Proportionate Share of the expected costs of major repair and/or replacement of the Common Facilities, and reporting the results of the same to the Common Facilities Committee;
- (m) acting as a liaison agent with respect to any matters relating to the Common Facilities and Common Services with any municipal, federal, provincial or other governmental authority (including, without limitation, any condominium authority or tribunal), or with any other party having dealings with the Common Facilities and Common Services and reporting on an annual basis to the Common Facilities Committee on any material liaison matters addressed in the preceding fiscal year; and
- (n) carrying out all other decisions or duties with respect to the management and operation, as well as alteration, repair and/or replacement of all the Common Facilities which are not otherwise set out in this Agreement to be Committee Functions.

Section 2.02 Meetings of Common Facilities Committee. Notwithstanding its respective Proportionate Share in the Common Facilities, each Owner shall have equal representation on the Common Facilities Committee. Meetings of the Common Facilities Committee shall be held not less frequently than once each fiscal year. Such meetings shall be held at the offices of any one of the Owners in Calgary or entirely by Electronic Means or, with the consent of the Common

Facilities Committee, in such other location as may be agreed by the members of the Common Facilities Committee, and any of the members of the Common Facilities Committee may participate in a meeting by Electronic Means and any such participation by Electronic Means shall constitute attendance and presence at such meeting. At least two (2) members of the Common Facilities Committee (including at least one (1) from each Owner) must be present in person, by Electronic Means or by proxy to constitute a quorum. All decisions of the Common Facilities Committee shall be decided by a majority vote with each member of the Common Facilities Committee having one (1) vote. Either Owner may call a meeting of the Common Facilities Committee by giving prior written notice thereof to all members of the Common Facilities Committee in writing with 15 days' notice. The members can agree to waive the notice requirement.

Section 2.03 Chairperson. The members of the Common Facilities Committee may select a chairperson from the members or select a third party professional to act as chair for all meetings of the Common Facilities Committee. If the chairperson is not a member of the Common Facilities Committee they shall have no right of vote. If the chairperson is a member of the Common Facilities Committee they shall not have a casting vote in addition to their original vote.

Section 2.04 Objects and Duties of the Common Facilities Committee. The objects and duties of the Common Facilities Committee shall be as follows (the "**Committee Functions**"):

- (a) to the extent that there are uncured material defaults of the professional management company engaged by the East Tower Owner in accordance with Section 2.01(a) or, at any time after the initial 2 years of engagement, there are other material reasons to change the management company managing the Common Facilities, to decide whether to cause the East Tower Owner to terminate the services of the management company. If the Common Facilities Committee does not agree on the termination, either Owner may commence mediation and arbitration proceeding pursuant to this Agreement in order to determine whether the management contract for the Common Facilities should be terminated;
- (b) to approve any material amendments to the rules of conduct and procedure with regard to the use of the Common Facilities proposed by the East Tower Owner in accordance with Section 2.01(d);
- (c) to provide feedback to the East Tower Owner on the Common Budget provided in accordance with Section 2.01(h) provided that so as long as the Common Budget has been prepared by the East Tower Owner with the aim to maintain a first class amenity space to the Acceptable Standards and replace any portion of the Common Facilities, including without limitation, the Equipment, or the Common Services, on the whole of substantially similar quality or function, the Common Budget will not be subject to the approval of the Common Facilities Committee. To the extent that the Common Budget proposes any capital projects such as the addition of amenities not otherwise part of the Common Facilities as of the date hereof, such

capital expenditures shall require the approval of the Common Facilities Committee;

- (d) in first instance, where the East Tower Owner fails to perform its obligations under this Agreement, the Common Facilities Committee may meet to provide guidance and direction to the East Tower Owner regarding such failure and, where the failure to perform its obligations continues, take such further action as may be warranted in the circumstances; and
- (e) ensuring that all contributions toward the Common Facilities Costs are paid by each Owner in accordance with the terms of this Agreement, and enforcing, generally, all of the terms and conditions of this Agreement as may be necessary to ensure the proper usage, operation, maintenance, repair, improvement, alteration, replacement and administration of the Common Facilities and Common Services.

ARTICLE III COMMON FACILITIES COSTS

Section 3.01 Common Budget and Owners' Responsibilities. The Owners covenant and agree to adopt and be bound by the Common Budget prepared by the East Tower Owner, as approved by the Common Facilities Committee to the extent required in accordance with Section 2.04(c).

Section 3.02 Cost and Revenue Sharing. Subject to Common Expenses allocated pursuant to the ECR Agreement and without duplication, the Owners hereby acknowledge, confirm and agree that the Common Facilities Costs shall be shared between the Owners based on each Owner's Proportionate Share. To the extent that any costs to be included in the Common Facilities Costs are shared in common between the Common Facilities and the East Tower Owner's Lands, such costs shall be allocated by the East Tower Owner at its reasonable discretion between the Common Facilities and the East Tower Owner's Lands. The Owners further hereby acknowledge, confirm and agree that the East Tower Owner shall receive any revenue earned from the Common Facilities (such as meeting room rental amounts) as agent of the Owners, and shall apply the revenue first, to the payment of the Common Facilities Costs, with the residue, if any, to be allocated between the Owners based on each Owner's Proportionate Share.

Section 3.03 Payment of the Common Facilities Costs. The Owners will contribute to and be responsible for payment to the East Tower Owner of their respective Proportionate Share of the Common Facilities Costs in each annual fiscal period designated by the East Tower Owner in accordance with the Common Budget and shall pay such Common Facilities Costs in twelve (12) equal consecutive monthly installments on the first day of each and every month during the annual fiscal period or as otherwise agreed upon by the East Tower Owner. The contributions to the Common Facilities Costs shall be adjusted and paid forthwith following the end of each fiscal period designated by the East Tower Owner immediately following the issuance of the financial statements for such period.

Section 3.04 Outstanding Common Facilities Costs. The Owners acknowledge and agree that if there are any outstanding contributions towards the Common Facilities Costs that remain owing under this Agreement by any one of the Owners in excess of thirty (30) days, the non-defaulting party affected by such outstanding contributions shall have:

- (a) all of the same rights and remedies to secure payment of those amounts as set out in Article 12 of the ECR Agreement and the same are deemed to be incorporated into this Agreement, *mutatis mutandis*; and
- (b) the right, upon thirty (30) day's prior written notice to the defaulting Owner, to restrict or prohibit access to the Common Facilities by the tenants or owners of Condominium Units and their respective invitees of the applicable Strata Lot during such period that the contributions remain outstanding.

Section 3.05 Additional Assessments and Surpluses. Any expenditures not contemplated in the Common Budget or any expenditures in excess of those expenses budgeted for by the East Tower Owner and for which the East Tower Owner shall not have sufficient funds, shall be paid by each Owner in accordance with its Proportionate Share within thirty (30) days after delivery by the East Tower Owner to each party hereto of a statement of such extraordinary expenditures and/or deficiency. In the event of a surplus at the end of a fiscal year, the surplus shall be credited proportionately to the credit of each Owner and applied as determined by the East Tower Owner.

Section 3.06 Common Facilities Reserve and Operating Amounts. Each Owner, upon receiving a copy of the reserve fund study applicable to the components of the Common Facilities or a similar report, as applicable, and the Common Budget which includes an allocation to the Common Facilities Reserve Account for any Condominium Corporation, shall include an amount in its own annual budget to ensure that each Owner will pay its Proportionate Share.

ARTICLE IV EASEMENTS

Section 4.01 Easements. The Owners confirm the Easements created in the ECR Agreement and without in any way derogating therefrom in any way, each Owner, as Grantor, hereby grants to each other Owner, as Grantee, a non-exclusive Easement of pedestrian access, as appropriate, over, in and to the Common Facilities for the purposes expressly contemplated in this Agreement.

Section 4.02 To Exercise Easements Prudently. In exercising their rights to any easement, right or licence, the Common Facilities Committee or either of the Owners exercising them shall act in a prudent and reasonable manner so as to minimize undue interference occasioned to the other party burdened by such easement, right or licence, including, but not limited to, the temporary interruption and loss of service occasioned thereby. Each Owner shall hereby indemnify and save harmless the other from and with respect to any damage caused to the Common Facilities, or any part thereof, caused by the negligence, wilful act or excessive use by that party of the Common Facilities.

Section 4.03 Additional Easements. In the event it is determined by the Common Facilities Committee that any new easement or right is required and which is essential or useful for the purpose of maintaining, operating, repairing, replacing and inspecting or gaining any required access to any new servicing systems which are useful or essential to service the lands, then the party over whose lands the easement or right is required shall execute without delay all grants, conveyances, instruments and assurances as are required to grant or convey or transfer same, provided that the lands of the grantor of such easement or right shall not be required to grant same if its lands shall be materially diminished thereby, or if same would interfere with the use and enjoyment of any amenity or installation on its lands, provided further that the grantee of such easement or right financially secures to the grantor to its satisfaction, reasonably exercised, its liability to bear all costs, expenses and damages, direct or indirect, caused to the grantor to its lands, as a result of the grant herein contemplated which the grantee hereby covenants and agrees to do and further that such grantee provides detailed plans and specifications showing the location and specifications respecting such service to be installed or created.

Section 4.04 Rules and Regulations Governing Easements. The enjoyment or use at any time of any easement, right or licence herein granted shall be subject to such reasonable regulations, rules, community standards, restrictions, and limitations as may be imposed from time to time by the Common Facilities Committee including, but not limited to regulations, rules, restrictions and limitations concerning the times of, notice of and manner in which such easements are to be enjoyed; provided, always that this Section shall not be construed to in any way derogate from the grant of these easements, rights, licences or the ECR Agreement.

ARTICLE V INSURANCE

Section 5.01 Minimum Coverage. Each Owner shall have in place (i) commercial general liability insurance; and (ii) all risk property insurance (covering fire and major perils) in an amount to cover one hundred per cent (100%) of the replacement costs of the Common Facilities. In the event the Owners fail to carry such minimum coverage, the Common Facilities Committee, on behalf of the Owners, may obtain and maintain, where available, commercial general liability insurance with respect to incidents or occurrences upon or within the Common Facilities so that the Common Facilities shall have a minimum coverage of Five Million Dollars (\$5,000,000) per occurrence and all risk property insurance (covering fire and major perils insurance), sufficient to cover one hundred per cent (100%) of the replacement costs of all property contained within such portion of the Common Facilities. Each Owner shall deliver to the other, upon request, a certificate of insurance confirming insurance coverage in compliance with the terms of this Section.

Section 5.02 Insurance Trust Agreement. Upon occurrence of substantial damage to the Common Facilities in respect of an insurable property damage risk, the Owners agree to engage, jointly, the services of a reputable insurance trustee to allocate, appropriately, the proceeds of insurance in order to repair the damage. The insurance trust agreement shall contain the usual provisions for same described in the declaration of each Owner and in accordance with the standard, acceptable format of insurance trust agreement employed, at that time, within the condominium industry.

Section 5.03 Uninsured Loss or Damage. In the event damage occurs to any part of the Common Facilities which is not covered by any policy of insurance, whether prescribed or not in this Agreement, and which is not caused by the wilful act or negligence of one party to this Agreement, the cost of the damage shall be borne by the Owners in their Proportionate Shares, to pay for the operation, maintenance, repair, replacement and inspection of that part of the Common Facilities either damaged or causing such accident or mishap as the case may be. In the event that the damage is attributable to the wilful act or negligence of an owner or tenant of a particular unit in a Strata Lot, the applicable Owner shall endeavor to recover the cost of the damage from such owner or tenant, as applicable, at first instance.

ARTICLE VI CONDOMINIUMS

Section 6.01 Condominiums. The following provisions shall apply to any Strata Lot that is subdivided by registration of a Condominium Plan:

- (a) the benefit and burden of the Easements and other covenants and agreements and rights contained in this Agreement shall be represented on behalf of the owners of Condominium Units by the Condominium Corporation formed in respect to those Condominium Units and shall be administered, enforced, modified or released by such Condominium Corporation only;
- (b) in respect of the common property set forth on such Condominium Plan or common property Condominium Units, the obligations of any owner of any deemed or common interest in any Strata Lot which, as grantor, has granted an easement set forth herein, shall be deemed to vest exclusively with the Condominium Corporation formed in respect of that Strata Lot and not with the individual Condominium Unit owners;
- (c) individual Condominium Unit owners and anyone exercising voting power pursuant to the Condominium Act shall use their best efforts and vote their unit factors attributable to their Condominium Unit to ensure their Condominium Corporation performs and honours, and not take any steps to prevent the Condominium Corporation from performing and honoring, all of the provisions set forth in this Agreement as they relate to Condominium Units owned by such owners, common property and Condominium Units owned by the Condominium Corporation;
- (d) the interests of the owners of the Condominium Units contained in a Condominium Plan shall be represented by the Condominium Corporation formed in respect thereof on its own behalf and as agent for the owners from time to time of the resulting Condominium Units with respect to any arbitration, legal proceeding, or subsequent agreement between the parties. The individual owners of Condominium Units have no right, on their own behalf, to modify or release the covenants and agreements herein contained and such owners shall not attempt to enforce or

interfere with the administration by the Condominium Corporation of the easements, covenants and agreements contained in this Agreement;

- (e) the liability of each Condominium Unit owner for the performance and observance of their covenants and obligations pursuant to this Agreement shall be limited to his, her or its unit factor attributable to their Condominium Unit, as prescribed by the Condominium Act; and
- (f) the Condominium Corporation shall be responsible for the enforcement, performance and observance of the easements, covenants and restrictions as well as any ancillary rights and obligations contained in this Agreement as it relates to the Condominium Unit owners and their tenants and invitees.

ARTICLE VII ARBITRATION

Section 7.01 Arbitration. If the parties are unable for a period of thirty (30) consecutive days to agree on any matter upon which they are required by the terms of this Agreement to agree on or which it is necessary for them to agree upon in order to conduct their respective business, or if the Common Facilities Committee becomes deadlocked on an issue, then, except for matters that are expressly excluded from arbitration in this Agreement, the matter shall be decided by arbitration in accordance with the following:

- (a) The place of arbitration shall be Calgary, Alberta.
- (b) Arbitration proceedings shall be commenced by the party desiring arbitration (the "**Initiating Party**") giving written notice in accordance with this Agreement to the other party (the "**Responding Party**") specifying briefly the matter to be arbitrated, and within ten (10) days after receipt of the Initiating Party's notice the parties shall agree upon a single arbitrator (the "**Arbitrator**"). If the parties cannot agree upon the appointment of an Arbitrator as contemplated in this Article, then the Arbitrator shall be appointed by the Alberta Court of King's Bench, pursuant to the *Arbitration Act* (Alberta).
- (c) Upon the appointment of the Arbitrator, the Arbitrator shall then promptly proceed to hear the evidence and submissions of the Initiating Party and the Responding Party at a place and time in Calgary, Alberta designated by the Arbitrator and shall render a written decision within thirty (30) days after the designation of the Arbitrator, as applicable.
- (d) The decision of the Arbitrator shall, including, without limitation, in respect of the procedure and conduct of the parties during the arbitration, be final and binding upon the parties and not subject to appeal except for appeals to a court on questions of law/fact/mixed fact and law, and may be made an order of the court pursuant to the *Arbitration Act* (Alberta).

- (e) Submission to arbitration as provided in this Section shall be a condition precedent to the bringing of any legal action with respect to any matter expressly required or permitted to be arbitrated pursuant to the provisions of this Agreement.
- (f) The Arbitrator shall have the authority to assess the costs of the arbitration panel against either or both the Initiating Party or the Responding Party, but each party shall bear its own evidence, witness and legal counsel fees. The Arbitrator shall have, in the appropriate circumstances and where it is in the best interests of the parties, the authority to appoint an independent third party operator to carry out the objects and duties of either Owner or both Owners.

ARTICLE VIII

NOTICES, SUCCESSORS AND ASSIGNS

Section 8.01 Notices. Any notices required or desired to be given to the Owners hereto in connection with this Agreement or arising therefrom shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

East Tower 2920 – 320 Granville Street
Owner: Vancouver, B.C. V6C 1S9

Email:

Attention:

West Tower 2920 – 320 Granville Street
Owner: Vancouver, B.C. V6C 1S9

Email:

Attention:

Any Owner may, from time to time, give notice of a change in its address or email address or the person referred to above to whose attention notices are to be given.

Section 8.02 Enurement. This Agreement shall be binding upon, and shall enure to the benefit of, the Owners hereto and their respective successors and assigns.

Section 8.03 Covenants Running with the Land. The Owners hereto hereby consent to the registration of this Agreement against the title to the Lands and hereby acknowledge, confirm and

agree that this Agreement shall be deemed and construed to run with the title to each of such Lands, and shall be binding upon the successors in title to each of such Lands.

Section 8.04 Assumption Agreements. Notwithstanding Section 8.03, the Owners each agree to obtain an assumption agreement, in a form and substance satisfactory to the other Owner, from any transferee to whom that Owner intends to sell or transfer any portion of the Lands, such assumption agreement requiring the transferee to assume all of the covenants herein of the transferring Owner as if that transferee had been an original party to this Agreement, except for any sale of any Condominium Units to a third party purchaser in the ordinary course and any mortgaging, charging or encumbering of any of the Lands. Any transfer of any part of the Lands without such an assumption agreement first being obtained and delivered shall be null and void.

Section 8.05 Certificate of Status. Each Owner shall, within ten (10) days of request made by written notice by the other Owner, deliver to such other Owner a certificate in writing stating whether or not this Agreement is unmodified and in full force and effect, whether to the knowledge of the officer signing on behalf of the Owner there are any defaults by either Owner under this Agreement or circumstances that with the passage of time or the giving of notice or both would give rise to a default, and if there are defaults or pending defaults, stating the nature and status of the default or pending default, and whether there are any amounts owing by one Owner to the other and, if there are the amounts owing, due dates. If the Owner fails to deliver the signed certificate required by this Section within the timeline required by this Section, then, as against the Owner, this Agreement shall be deemed to be in good standing. Any certificate of status given pursuant to this Section 8.05 may be pleaded and shall be a complete defence by the requesting party to any action brought on a claim that is inconsistent with the facts recited in the certificate.

ARTICLE IX GENERAL

Section 9.01 Governing Law. The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Alberta, and the federal laws of Canada applicable in Alberta.

Section 9.02 Further Assurances. The Owners covenant and agree to forthwith execute all further assurances or other documents necessary or required to carry out the true intent of these presents.

Section 9.03 Time of the Essence. Time shall be of the essence of this Agreement and of the obligations of the Owners.

Section 9.04 Severability. If any Article or Section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such Article or Section shall be considered separate and severable from this Agreement, and the remaining provisions thereof shall remain in full force and effect, and shall be binding upon the Owners hereto as though the said illegal or unenforceable Article or Section had never been included.

Section 9.05 Successors and Assigns. All covenants, agreements, conditions and obligations contained in this Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto.

Section 9.06 Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by sending a scanned copy ("PDF" or "tif") by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.07 Conflict. If there is any conflict or inconsistency between any term or provision of this Agreement and any term or provision of the ECR Agreement, the terms and provisions of the ECR Agreement shall prevail, provided there shall not be deemed to be any conflict if the terms and provisions of this Agreement should enlarge, clarify, qualify or more specifically address the terms of the ECR Agreement. Silence on a matter addressed in one document which is not addressed in the other, shall not constitute an inconsistency in respect of that matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Owners have executed and delivered this Agreement.

EMBASSY BOSA INC.

By: 

Name: Clark Lee

Title: CFO

EMBASSY BOSA INC.

By: 

Name: Clark Lee

Title: CFO

SCHEDULE 1

Club Arris Rules & Regulations

Hours of Operation: are between the hours of 6am and 10pm.

Access: Club Arris is accessed via the elevator from the 3rd floor and offers club members the following:

- **Pool Area:** pool, hot tub, wet steam, and dry sauna
- **Fitness Area:** fully equipped gym, separate cardio space, and a recovery lounge
- **Social Area:** lounge, private dining area, four study rooms
- **Outdoor Area:** courtyard with two outdoor family-style barbeque zones with dining and casual lounge area, two social seating areas, and a green space for gathering and play.
- **Sun Lounge Area and Pet-Relief Area:** outside of amenity building in designated locations only.

All facilities included within Club Arris are provided to the club members as a gratuity and without further charge. The operator reserves the right to set the days and hours of use for all facilities within Club Arris and to change the character of or close any facility based upon the needs of the operator and in the operator's sole and absolute discretion, without notice, obligation, or compensation of any nature to any club member.

Designated areas of Club Arris, from time to time, may be available for private functions. The operator will provide club members upon request the then current permitted uses, the applicable reservation fee, the required inspection/cleaning deposits, booking availability, alcohol permit requirements and preferred vendors.

Use of Club Arris: For the safety of all club members and their guests, all occupants at Club Arris shall follow the Club Arris Rules & Regulations, and observe all posted rules within Club Arris. By using any facilities within Club Arris, club members and their guests agree to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to the member or guest's use of Club Arris, and release and waive any and all claims allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that the member or guest may have against the operator or owner of Club Arris and that are in any way related to or arise from such use.

Indemnity/Waiver: All club members will be required to sign an indemnity and waiver agreement for access to Club Arris. The club member is responsible for all guests' compliance with Club Arris Rules & Regulations. The operator may require the club member's guests to sign an indemnity and waiver agreement for use of Club Arris.

Noise: The club member and/or their guests who make excessive noise during the use of any of the facilities within Club Arris will be asked to leave. The operator reserves the right to restrict privileges to anyone not in compliance with the regulations.

Pool Area

Guests: The club member is limited to 2 guests per Leased Premises in Club Arris at any one time. The club member must always accompany their guests while in the pool area. There are no exceptions to this rule. Operator reserves the right to ask guests to leave should the occupancy of the pool exceed limits prescribed by the operator or otherwise permitted by law.

Health & Safety: Users and guests agree to abide by all applicable health and safety laws regarding use of the pool area.

Pool: Persons 15 years of age and younger must not use pool facilities without an adult in attendance.

Hot tub: Children under the age of 5 are not permitted in the hot tub.

Warnings:

1. Persons using the pool, hot tub, wet steam, or dry sauna area do so at their own risk. Operator is not responsible for accident or injury.
2. Elderly persons, pregnant women, and those with health conditions requiring medical care should consult with a physician before entering the pool, hot tub, wet steam, or dry sauna.
3. Long exposure to the pool, hot tub, wet steam, or dry sauna may result in nausea, dizziness or fainting.
4. Proper swim attire is required at all times in the pool area including going to and from and around the pool area. Street clothes and outdoor footwear are not permitted at any time within the pool area.
5. Club members and guests will utilize towels on all pool furniture when using suntan oils or lotions. Use of suntan oils requires a shower prior to entering the pool, hot tub, wet steam or dry sauna.
6. No alcoholic beverages are permitted in the pool area. No person under the influence of alcoholic beverages or illicit substances is allowed to use the pool, hot tub, wet steam, or dry sauna.
7. Hot water emersion while under the influence of alcohol, narcotics, drugs or medicines increases risks to the user and may lead to serious consequences and is not recommended.
8. Food may not be served or consumed in or around the pool area. Beverages must be in unbreakable containers. No glass is allowed in the pool area at any time.

9. Radios, stereos and amplifiers are not permitted in the pool area, however small personal listening devices are permitted with headphones or other small alternative listening mechanisms that do not cause a disturbance to others.
10. Horseplay, diving, running, fighting or any dangerous conduct causing safety issues or excess noise that disturbs other club members is not permitted.
11. Flotation devices of any sort are not allowed.
12. Emergency safety equipment is not to be used except in case of emergency.
13. Operator is not responsible for lost, damaged or stolen property.
14. Towels and swimwear must not be hung from balcony railings in or around the pool area.
15. Reserving chairs is not permitted.

Fitness Area

1. Persons 15 years of age and younger are not permitted to use the fitness equipment, unless accompanied by an adult.
2. All fitness equipment provided in the fitness area shall be of a type that is appropriate to a residential condominium and apartment facility, with regard to building noise transmission and the diversity of club members. In this regard, it is acknowledged that the fitness facility is not a commercial gym.
3. Be courteous when using the fitness area by refraining from occupying any equipment for extended periods of time.
4. Equipment is to be wiped down after each use. Please use a towel when sitting on equipment or mats.
5. Television volume must be kept at a reasonable level. Please ensure A/V equipment is turned off while not in use.
6. Do not engage in any activity that involves forceful impact against walls or floors, including dropping weights.
7. All weights are to be returned to their racks after use. No equipment is to be removed from the facility, as this constitutes theft.
8. Users shall immediately report to the operator any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of the Club Arris Rules & Regulations.

9. Users shall consult a physician before using any equipment in the fitness area and before participating in any aerobics or exercise class and will refrain from such use or participation unless approved by the user's physician.
10. Users will keep the fitness area locked at all times during the user's visit to the fitness area.

SCHEDULE "7"

PARKING STALL AND STORAGE LOCKER LEASE AGREEMENT

PARKING STALL AND STORAGE LOCKER LEASE AGREEMENT

THIS LEASE made effective the 14th day of March, 2024.

BETWEEN:

CONDOMINIUM CORPORATION NO. 2410668
(the "**Landlord**")

OF THE FIRST PART

-and-

EMBASSY BOSA INC.
(the "**Tenant**")

OF THE SECOND PART

RECITALS:

- A. The Tenant is the registered owner of all of the condominium units (each, a "**Residential Unit**" and collectively, the "**Residential Units**") in the project more particularly described in Condominium Plan 2410668 (the "**Condominium Plan**").
- B. The Landlord has agreed to demise to the Tenant exclusive use of:
 - i. all the parking stalls, other than visitor parking stalls, identified on the Condominium Plan in the parkade (each, a "**Stall**" and collectively, the "**Stalls**"); and
 - ii. all the storage lockers identified on the Condominium Plan in the parkade (each, a "**Locker**" and collectively, the "**Lockers**");

AGREEMENT:

- 1. **Grant of Use.** Subject to the terms and conditions hereof, the Landlord hereby grants to the Tenant for the Term the exclusive use of the Stalls and Lockers.
- 2. **Term.** Subject to Section 8 of this Lease, the term (the "**Term**") of this Lease shall commence on the 14th day of March, 2024 and terminate on the date which is 999 years after the commencement date.
- 3. **Consideration.** The Tenant shall pay the consideration of \$10.00 to the Landlord upon the execution of this Lease.
- 4. **Landlord's Obligations.** The Landlord agrees to maintain in reasonable condition the Stalls as well as the parking facilities in which the Stalls and Lockers are located (the "**Parking Facility**") as may be set out in the Bylaws of the Landlord registered at the Land Titles Office in force from time to time.
- 5. **Tenant's Obligation.** The Tenant covenants and agrees to comply with all Bylaws and the rules and regulations of the Parking Facility attached hereto as Schedule A, in force from time to time, and:
 - a. To properly maintain the Stalls and Lockers in a clean and sightly condition at the sole expense of the Tenant (save and except structural components, which shall be the sole responsibility of the Landlord to maintain to a standard considered reasonable

- by the Landlord);
- b. Not to use or permit the use of the Stalls for any purpose other than vehicle parking;
 - c. Not to use or permit the use of the Locker for any purpose other than storage;
 - d. Not to use or permit others to use those portions of the Parking Facility adjacent to the Stalls and Lockers for any purpose other than to gain access to and from the Stalls and or Lockers;
 - e. Not to make or permit any alterations to the Stalls or Lockers or place or construct any structure on or around the Stalls or Lockers without the prior written approval of the Landlord;
 - f. Not to allow any person to use the Stalls or Lockers other than the Tenant's renter, invitee or guest or an owner of another Residential Unit in the Condominium Plan; and
 - g. To pay its proportionate share of the Landlord's costs in maintaining and repairing the Stalls, Lockers and Parking Facility, and such costs shall be deemed to be additional rent hereunder and may be collected by the Landlord as rent under this Lease. Despite the foregoing, the parties acknowledge and agree that the Tenant shall be deemed to have satisfied any and all payment obligations to pay for such additional rent so long as it pays any and all amounts that are payable to the Landlord as the owner of its Residential Unit under the Condominium Plan pursuant to the *Condominium Property Act* (Alberta), as and when same may become due and owing from time to time.
6. **Breach of Tenant's Obligations.** If the Tenant breaches any term or condition of this Lease regarding any such Stalls or Lockers assigned to it, the Landlord has the following rights and remedies:
- a. Upon the Landlord becoming aware of a breach of this Lease by the Tenant, the Landlord shall promptly give to the Tenant a notice setting out the breach and demand the breach be remedied forthwith;
 - b. After 10 days, if the breach is still outstanding, the Landlord, or its representative, may remedy the breach and the Tenant shall reimburse the Landlord for all monies expended and all costs incurred in order to rectify said breach and pay interest thereon at the rate set out in the Bylaws in force from time to time;
 - c. The Landlord retains all other rights and remedies available to it under the *Condominium Property Act* (Alberta) and the Bylaws.
7. **Access by Landlord.** The Landlord and its servants and agents shall, notwithstanding the grant of any right, license or privilege of the Stalls and Lockers to the Tenant, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such Stalls and Lockers for the purpose of carrying out any of the duties or functions of the Landlord.
8. **Early Termination.** Notwithstanding paragraph 1, in the event that the condominium status of the Condominium Plan is terminated for any reason, this Lease shall also terminate effective on the date that the notice of termination of the Condominium Plan is filed at the Land Titles Office.
9. **Transfer.** Tenant may partially assign this Lease and its rights under this Lease pertaining to one or more particular Stalls and/or Lockers to a purchaser of a Residential

Unit in the Condominium Plan, to the Landlord, or to any other person. Any such assignment will be for such consideration as the assignor or the assignee may determine, which consideration may be retained by the assignor for its own benefit. Any partial assignment by Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Stall or Locker:

- a. subject to Section 11, 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 and/or Locker so assigned for the balance of the Term;
- b. will, if made to a purchaser of a Residential Unit:
 - (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 Residential Unit; and
 - (ii) may only be assigned or sublet to an owner or purchaser of a Residential Unit or back to the Tenant; and

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 Landlord, subject to Section 9.c. of this Lease;

- c. If a holder of an interest in a Stall and/or Locker transfers all of his or her interest in a Residential Unit to which such Stall and/or Locker is at such time appurtenant as shown on the register maintained under Section 15 without concurrently executing an assignment of such Stall and/or Locker to another owner or purchaser of the Residential Unit, then the interest of such holder (including Tenant) in such Stall and/or Locker will be deemed to have been automatically assigned to and assumed by the purchaser of such Residential Unit without execution of a partial assignment of this Lease with respect to such Stall and/or Locker or delivery of notice of such partial assignment to the Landlord;
- d. Any transfer of the Stalls and/or Lockers will be absolute and the assignee will be entitled to the use and enjoyment of the Stalls and/or Lockers so assigned for the balance of the Term and will be an assignment of right to which such assignee will only be entitled for so long as such assignee owns the Residential Unit;
- e. Upon any assignment of the Stalls and/or Lockers under this Lease, the Tenant and any subsequent successor of its interest in such Stalls and/or Lockers will be automatically and absolutely released from any and all obligations and liabilities under this Lease pertaining to such Stalls and/or Lockers, except for those obligations and liabilities which arose prior to the effective date of the assignment, which shall survive; and
- f. Notwithstanding the foregoing, if the Tenant defaults under the terms of any financial charge registered against the title to its Residential Unit and the holder of such financial charge (the "**Mortgagee**") commences proceedings to realize upon its security, and if the Mortgagee obtains a judicial sale or final order for the foreclosure affecting that Tenant's Residential Unit such that title is vested in the name of the Mortgagee or any third party purchaser, or if title to that Tenant's Residential Unit is quit-claimed to the Mortgagee, this Lease shall be deemed to have been automatically assigned to such Mortgagee or third party purchaser of the Residential Unit without necessity of any further documentation.

10. Exchanges and Transfers.

- a. A holder of an interest (the “**First Owner**” in this subsection) in a Stall and/or Locker (the “**First Stall/Locker**” in this subsection) may exchange his or her interest in the First Stall with the holder (including Tenant) of an interest (the “**Second Owner**” in this subsection) in a different Stall and/or Locker (the “**Second Stall/Locker**” in this subsection) 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, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Stall/Locker. The First Owner and the Second Owner will each execute a partial assignment of this Lease in favour of the other substantially in the form attached hereto as Schedule B.1 if the exchange pertains to a Stall or substantially in the form attached hereto as Schedule B.2 if the exchange pertains to a Locker. The exchange will be on the terms set out in subsections 9.a., b. and c. and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Landlord. For greater certainty, subsection 9.d. will not apply to exchanges under this subsection 10.a.
- b. A holder of an interest (the “**First Owner**” in this subsection) in a Stall and/or Locker may transfer his or her interest in such Stall or Locker to an owner of a Residential Unit, Tenant or the Landlord (the “**Second Owner**” in this subsection) for such consideration as the First Owner may in his or her discretion determine. Such a transfer will be accomplished by the First Owner partially assigning this Lease to the Second Owner and, in connection therewith, the First Owner will execute a partial assignment in favour of the Second Owner substantially in the form attached hereto as Schedule B.1 if the transfer pertains to a Stall or substantially in the form attached hereto as Schedule B.2 if the transfer pertains to a Locker. The transfer will be on the terms set out in subsections 9.a., b. and c. For greater certainty, subsection 9.d. will not apply to exchanges under this subsection 10.b.

11. Linked Stalls and Lockers. Notwithstanding anything to the contrary contained in this Lease, neither the Landlord nor any Tenant shall be permitted to separate certain Stalls from certain Lockers and vice versa (the “**Linked Stalls and Lockers**”) as designated and provided for in the list attached hereto as Schedule C. Any attempts by the Landlord or any Tenant to separate the Linked Stalls and Lockers from one another will be void and of no force or effect.

12. Consents. The consent of the Landlord will not be required for any partial assignment of this Lease. The Landlord will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment except as expressly agreed by such assignee.

13. Form of Partial Assignments. Subject to subsection 9.d., all partial assignments of this Lease shall be substantially in the form attached hereto as Schedule B.1 with respect to a Stall or substantially in the form attached hereto as Schedule B.2 with respect to a Locker. Notwithstanding anything else herein, all partial assignments of this Lease in respect of the Linked Stalls and Lockers will be in the form attached hereto as Schedule D.

14. Release of Assignors. Upon the partial assignment (including an automatic assignment pursuant to subsection 9.c.) of this Lease pertaining to a particular Stall and/or Locker, Tenant and any subsequent assignor of an interest in such Stall and/or Locker will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Stall and/or Locker.

15. **Register of Partial Assignments.** Landlord will maintain a register of all Stalls and Lockers and will record on such register each partial assignment of this Lease, indicating:
- a. the number of the Stall and/or Locker assigned;
 - b. the date of assignment;
 - c. the name and address of the assignee; and
 - d. the number of the Residential Unit within the Condominium Plan owned by the assignee to which such Stall and/or Locker is at the time appurtenant, unless the assignee is the Landlord or Embassy Bosa Inc. in which event the Stall and/or Locker need not be appurtenant to a Residential Unit.

Upon request by any owner or prospective purchaser of a Residential Unit within the Condominium Plan, the Landlord will provide a certificate, within ten days after receipt of such request, certifying the name and address of the owner to whom a particular Stall and/or Locker is assigned and the number of the Residential Unit within the Condominium Plan to which such Stall and/or Locker is at the time appurtenant. The Landlord may charge a reasonable fee, which amount may be prescribed by the Bylaws of the Landlord, from the person requesting such certificate. Upon the Landlord becoming aware of a partial assignment pertaining to a particular Stall and/or Locker under Sections 9, 9.c., 10 or 11 the Landlord will amend the register accordingly.


16. **No Responsibility.** The Landlord shall not be responsible for any loss or damage to any property of the Tenant or incurred by the Tenant or anyone who may use the Stalls and/or Lockers and the Tenant agrees to indemnify and save harmless the Landlord from and against any claims, actions or causes of action, damages or costs (including legal costs on a solicitor and its own client basis) incurred by the Landlord due to the Tenant's use or misuse of the Stalls, Lockers or the Parking Facility.
17. **No Registration.** No assignment of this Lease may be registerable by an assignee in any Land Titles Office, nor may any evidence thereof be registered, despite any provision of the *Land Titles Act* (Alberta), as such legislation may be amended or replaced from time to time.
18. **No Right to Encumber.** The Tenant and its successors and assigns may not mortgage, charge, pledge or otherwise grant their interest in the Stalls and/or Lockers as security to any person, except in connection with a mortgage of its Residential Unit where the Stalls and/or Lockers acts as collateral security to such mortgage. Despite the foregoing, no such encumbrance may be registered against title to the Condominium Plan in the Land Titles Office.
19. **Definitions.** Any term defined in the recitals to this Lease will have the same meaning throughout this Lease unless otherwise redefined.
20. **Acceptance.** The Tenant and Landlord hereby accept this exclusive use of the Stalls and Lockers on the terms and conditions set out herein.
21. **Enurement.** This Lease will enure to the benefit of and be binding upon the parties hereto and their Lease successors and assigns.
22. **Severability.** If any provision or a portion of a provision of this Lease is found to be illegal or unenforceable, then such provision or portion will be severed from this Lease and this Lease will be deemed to be so amended, and this Lease will continue in full force and effect subject only to such amendment.

- 23. Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed, PDF or e-mail form and the parties adopt any signatures received by a receiving fax machine or e-mail as original signatures of the parties; provided, however, that any party providing its signature in such a matter shall promptly forward to the other party an original of the signed copy of this Lease which was so faxed or emailed.

[signature page follows]

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

CONDOMINIUM CORPORATION NO. 2410668

Per: 

EMBASSY BOSA INC.

Per: 

SCHEDULE A

Parking Facility Rules and Regulations

The Tenant and its family, servants, guests and agents agree that they will observe and comply with the Parking Regulations which follow, with such variations, modifications and additions as will from time to time be made upon notice to the Tenant by the Landlord. To insure the most compatible environment for all residents, the Landlord shall strictly enforce all Parking Regulations.

1. No vehicle is to be **washed** on the property comprising the Condominium Plan or adjacent city streets, unless expressly designated for such by the Landlord.
2. Vehicles parked in “**No Parking**” areas will be subject to being ticketed and or towed at the owner’s expense. These areas include all fire lanes and dumpster areas.
3. Passenger vehicles may only park in the allotted Stall assigned to them. Please make sure that your vehicle is parked within the lines and Stall provided. All vehicles must be registered with the Landlord and any changes or additions of vehicles or license plates, must be given to the Landlord upon such change occurring.
4. The assigned Stalls or area allotted to the Tenant may only be used for the purpose of parking a single passenger vehicle and shall not be used to store or repair a vehicle or other objects.
5. **NON OPERABLE** vehicles are **NOT ALLOWED** to be parked at any time on the property comprising the Condominium Plan, including, without restriction in the parkade. This includes vehicles with flat tires, in obvious state of repairs, or without current license plates and registration.
6. Recreational vehicles such as boats, campers, trailers, motor homes, etc. are not permitted to park anywhere in the parkade or adjacent city streets.
7. All Tenants that will be away from the property for longer than 14 days should inform the Landlord that their vehicle will be parked for this period of time. Subject to the foregoing, any vehicle that is found parked in the same spot for fourteen (14) days or longer will be considered inappropriately stored and will be subject to being ticketed and or towed within 24 hours at the owner’s expense.
8. Non-resident and non-registered vehicles may not be stored in the parkade and will be subject to be towed. Adjacent street parking is available for visitors. Please contact the City of Calgary at 311 for further information regarding overnight permits for parking.
9. The Landlord may establish a vehicle license registry to enable the Landlord to locate the owner of a vehicle in the case of an emergency or for any situation that requires immediate attention. The Tenant shall provide the Landlord with all information necessary for keeping this registry up to date.

SCHEDULE B.1
CONDOMINIUM PLAN NO. 2410668
PARKING STALL ASSIGNMENT

BETWEEN:

(the “**Assignor**”)

AND:

(individually, and collectively if more than one person, the “**Assignee**”)

RE: Assignment of Stall No. (the “Stall”)

WHEREAS the Assignor is the tenant of the Stall under a Parking Stall and Storage Locker Lease Agreement (the “**Lease**”) dated the 14th day of March, 2024 with Condominium Corporation No. 2410668, as landlord (the “**Landlord**”); and

WHEREAS the Assignee is the registered owner or purchaser of condominium unit (“**Residential Unit**”) in Condominium Plan 2410668.

In consideration of the covenants and agreements set forth in this Assignment (and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties), the parties covenant and agree as follows:

1. Defined Terms.

Save as otherwise defined herein, capitalized terms used in this Assignment have the meanings ascribed to those terms in the Lease.

2. Tenant’s Obligations.

In this Assignment, the expression “**Tenant’s Obligations**” means all obligations of the Assignor, as tenant under the Lease, whether expressed as conditions, covenants, provisos, representations, undertakings, or warranties.

3. Assignment.

Effective as of the date of this Assignment (the “**Effective Date**”), the Assignor hereby assigns to the Assignee, and the Assignee hereby assumes from the Assignor, the Assignor’s partial interest in the Lease for the balance of the Term. Subject to Section 9.c. of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Landlord.

4. Assignee's Covenants.

During the balance of the Term, the Assignee will:

- (a) perform all of the Tenant's Obligations in respect of the Stall as if the Assignee were the Tenant originally named in the Lease; and
- (b) indemnify and save harmless the Assignor from all actions, suits, costs, losses, damages, charges, and expenses for or in respect of any breach by the Assignee of the Tenant's Obligations (as they relate to the Stall) arising on and after the Effective Date.

5. Assignment Contingent Upon Residential Unit Ownership.

The Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Stall assigned to it hereunder for as long as the Assignee owns the Residential Unit.

6. Compliance.

The Assignee agrees to use and deal with the Stall in accordance with the Lease, and agrees to abide by any rules, regulations and security arrangements governing the use of the Stall, as the same may be made, amended or rescinded from time to time by the Landlord.

7. Sale or Disposition.

The Assignee may only assign the rights assigned to it under this Assignment to the Landlord, Tenant or a purchaser of the Residential Unit, and may only allow a third party to use the Stall in accordance with the terms and conditions of the Lease.

8. Acknowledgement.

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

9. Enurement.

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. Survival of Provisions.

The provisions of the Lease will survive the execution and delivery of this Assignment and will not merge in this Assignment.

11. Further Assurances.

Each party will, at all times hereafter at the request and cost of any other party, execute such further and other documents as such other party may reasonably require in order to evidence or give effect to the terms of this Assignment.

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

Assignor

Assignee

Assignor

Assignee

Assignor

Assignee

Assignor

Assignee

SCHEDULE B.2
CONDOMINIUM PLAN NO. 2410668
STORAGE LOCKER ASSIGNMENT

BETWEEN:

(the “**Assignor**”)

AND:

(the “**Assignee**”)

RE: Assignment of Storage Locker No. (the “Locker”)

WHEREAS the Assignor is the tenant of the Locker under a Parking Stall and Storage Locker Lease Agreement (the “**Lease**”) dated the 14th day of March, 2024 with Condominium Corporation No. 2410668, as landlord (the “**Landlord**”); and

WHEREAS the Assignee is the registered owner or purchaser of condominium unit (“**Residential Unit**”) in Condominium Plan 2410668.

In consideration of the covenants and agreements set forth in this Assignment (and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties), the parties covenant and agree as follows:

1. Defined Terms.

Save as otherwise defined herein, capitalized terms used in this Assignment have the meanings ascribed to those terms in the Lease.

2. Tenant’s Obligations.

In this Assignment, the expression “**Tenant’s Obligations**” means all obligations of the Assignor, as tenant under the Lease, whether expressed as conditions, covenants, provisos, representations, undertakings, or warranties.

3. Assignment.

Effective as of the date of this Assignment (the “**Effective Date**”), the Assignor hereby assigns to the Assignee, and the Assignee hereby assumes from the Assignor, the Assignor’s partial interest in the Lease for the balance of the Term. Subject to Section 9.c. of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Landlord.

4. Assignee's Covenants.

During the balance of the Term, the Assignee will:

- (a) perform all of the Tenant's Obligations in respect of the Locker as if the Assignee were the Tenant originally named in the Lease; and
- (b) indemnify and save harmless the Assignor from all actions, suits, costs, losses, damages, charges, and expenses for or in respect of any breach by the Assignee of the Tenant's Obligations (as they relate to the Locker) arising on and after the Effective Date.

5. Assignment Contingent Upon Residential Unit Ownership.

The Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Locker assigned to it hereunder for as long as the Assignee owns the Residential Unit.

6. Compliance.

The Assignee agrees to use and deal with the Locker in accordance with the Lease, and agrees to abide by any rules, regulations and security arrangements governing the use of the Locker, as the same may be made, amended or rescinded from time to time by the Landlord.

7. Sale or Disposition.

The Assignee may only assign the rights assigned to it under this Assignment to the Landlord, Tenant or a purchaser of the Residential Unit, and may only allow a third party to use the Locker in accordance with the terms and conditions of the Lease.

8. Acknowledgement.

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

9. Enurement.

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. Survival of Provisions.

The provisions of the Lease will survive the execution and delivery of this Assignment and will not merge in this Assignment.

11. Further Assurances.

Each party will, at all times hereafter at the request and cost of any other party, execute such further and other documents as such other party may reasonably require in order to evidence or give effect to the terms of this Assignment.

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

Assignor

Assignee

Assignor

Assignee

Assignor

Assignee

Assignor

Assignee

SCHEDULE C

LINKED STALLS AND LOCKERS

STALL NUMBER	LOCKER NUMBER
P-353	C-25
P-354	C-24
P-356	C-23
P-358	C-22
P-360	C-21
P-363	C-20
P-364	C-19
P-366	C-18
P-368	C-17
P-370	C-16
P-372	C-14
P-375	C-13
P-377	C-12
P-380	C-11
P-498	C-2
P-322	B-2
P-335	B-3
P-4	A-2

SCHEDULE D

CONDOMINIUM PLAN NO. 2410668

LINKED PARKING STALL AND STORAGE LOCKER ASSIGNMENT

BETWEEN:

(the “**Assignor**”)

AND:

(the “**Assignee**”)

RE: Assignment of Parking Stall No. (the “Stall”) and Storage Locker No. (the “Locker”, together with the Stall, the “Linked Stall and Locker”)

WHEREAS the Assignor is the tenant of the Linked Stall and Locker under a Parking Stall and Storage Locker Lease Agreement (the “**Lease**”) dated the 14th day of March, 2024 with Condominium Corporation No. 2410668, as landlord (the “**Landlord**”); and

WHEREAS the Assignee is the registered owner or purchaser of condominium unit (“**Residential Unit**”) in Condominium Plan 2410668.

In consideration of the covenants and agreements set forth in this Assignment (and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties), the parties covenant and agree as follows:

1. Defined Terms.

Save as otherwise defined herein, capitalized terms used in this Assignment have the meanings ascribed to those terms in the Lease.

2. Tenant’s Obligations.

In this Assignment, the expression “**Tenant’s Obligations**” means all obligations of the Assignor, as tenant under the Lease, whether expressed as conditions, covenants, provisos, representations, undertakings, or warranties.

3. Assignment.

Effective as of the date of this Assignment (the “**Effective Date**”), the Assignor hereby assigns to the Assignee, and the Assignee hereby assumes from the Assignor, the Assignor’s partial interest in the Lease for the balance of the Term. Subject to Section 9.c. of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Landlord.

4. Linked Stall and Locker.

The Assignee hereby acknowledges and agrees that following this assignment of the Linked Stall and Locker, the Stall and the Locker remain linked such that the Assignee cannot exchange, transfer or re-allocate the Stall and the Locker separately. Any such attempt to exchange, transfer or re-allocate the Stall and Locker separately will be void and of no force or effect.

5. Assignee's Covenants.

During the balance of the Term, the Assignee will:

- (a) perform all of the Tenant's Obligations in respect of the Linked Stall and Locker as if the Assignee were the Tenant originally named in the Lease; and
- (b) indemnify and save harmless the Assignor from all actions, suits, costs, losses, damages, charges, and expenses for or in respect of any breach by the Assignee of the Tenant's Obligations (as they relate to the Linked Stall and Locker) arising on and after the Effective Date.

6. Assignment Contingent Upon Residential Unit Ownership.

The Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Linked Stall and Locker assigned to it hereunder for as long as the Assignee owns the Residential Unit.

7. Compliance.

The Assignee agrees to use and deal with the Linked Stall and Locker in accordance with the Lease, and agrees to abide by any rules, regulations and security arrangements governing the use of the Linked Stall and Locker, as the same may be made, amended or rescinded from time to time by the Landlord.

8. Sale or Disposition.

The Assignee may only assign the rights assigned to it under this Assignment to the Landlord, Tenant or a purchaser of the Residential Unit, and may only allow a third party to use the Linked Stall and Locker in accordance with the terms and conditions of the Lease.

9. Acknowledgement.

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

10. Enurement.

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

11. Survival of Provisions.

The provisions of the Lease will survive the execution and delivery of this Assignment and will not merge in this Assignment.

12. Further Assurances.

Each party will, at all times hereafter at the request and cost of any other party, execute such further and other documents as such other party may reasonably require in order to evidence or give effect to the terms of this Assignment.

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

Assignor

Assignee

Assignor

Assignee

Assignor

Assignee

Assignor

Assignee

SCHEDULE "8"

CONDOMINIUM PLAN FOR THE DEVELOPMENT

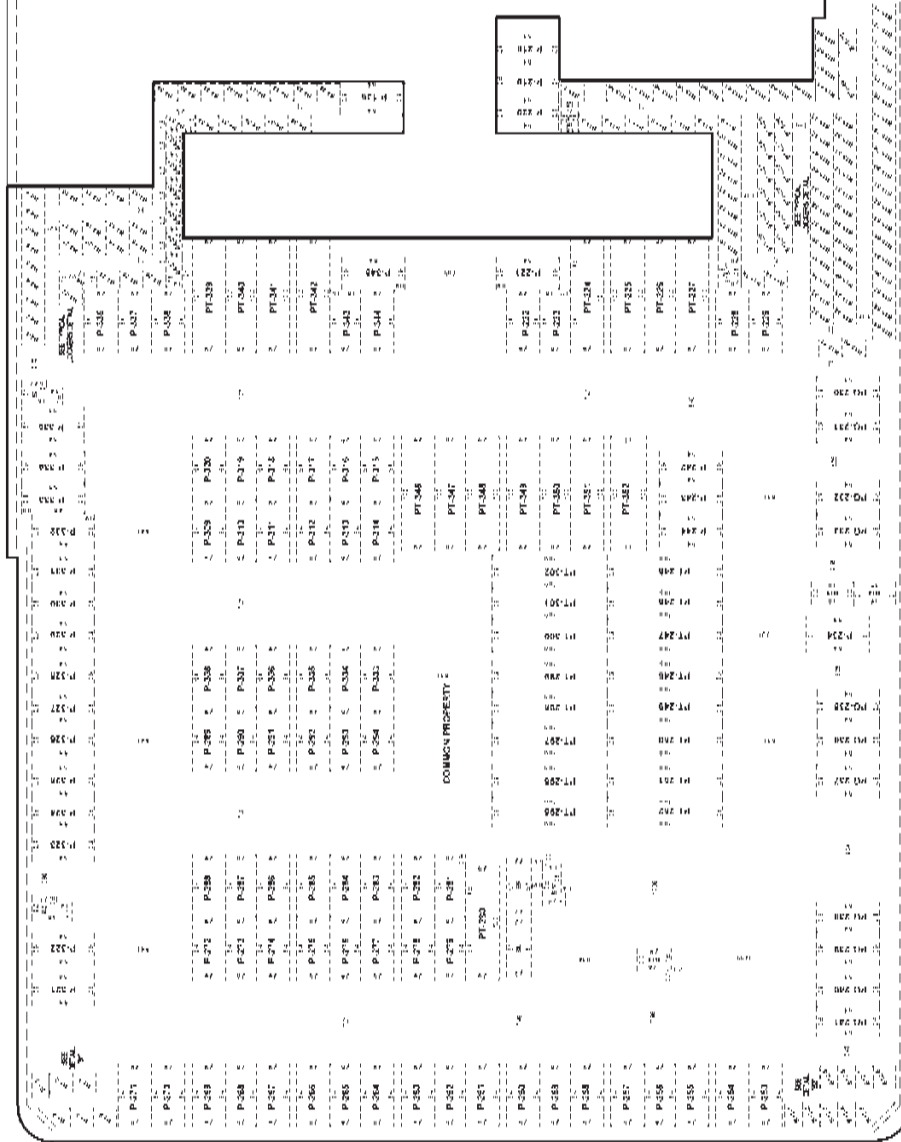
LAND TITLES OFFICE
PLAN NO. 241 0668

PLUM NO.	2-11 0000
EYES: AND RESISTANCE:	
ON	M205 14 2224
AST-205-10	241 074 381

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S AVENUE SE

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3 STREET SE

STRAIT 2012
BLOCK 131
PLAN 201 2595

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

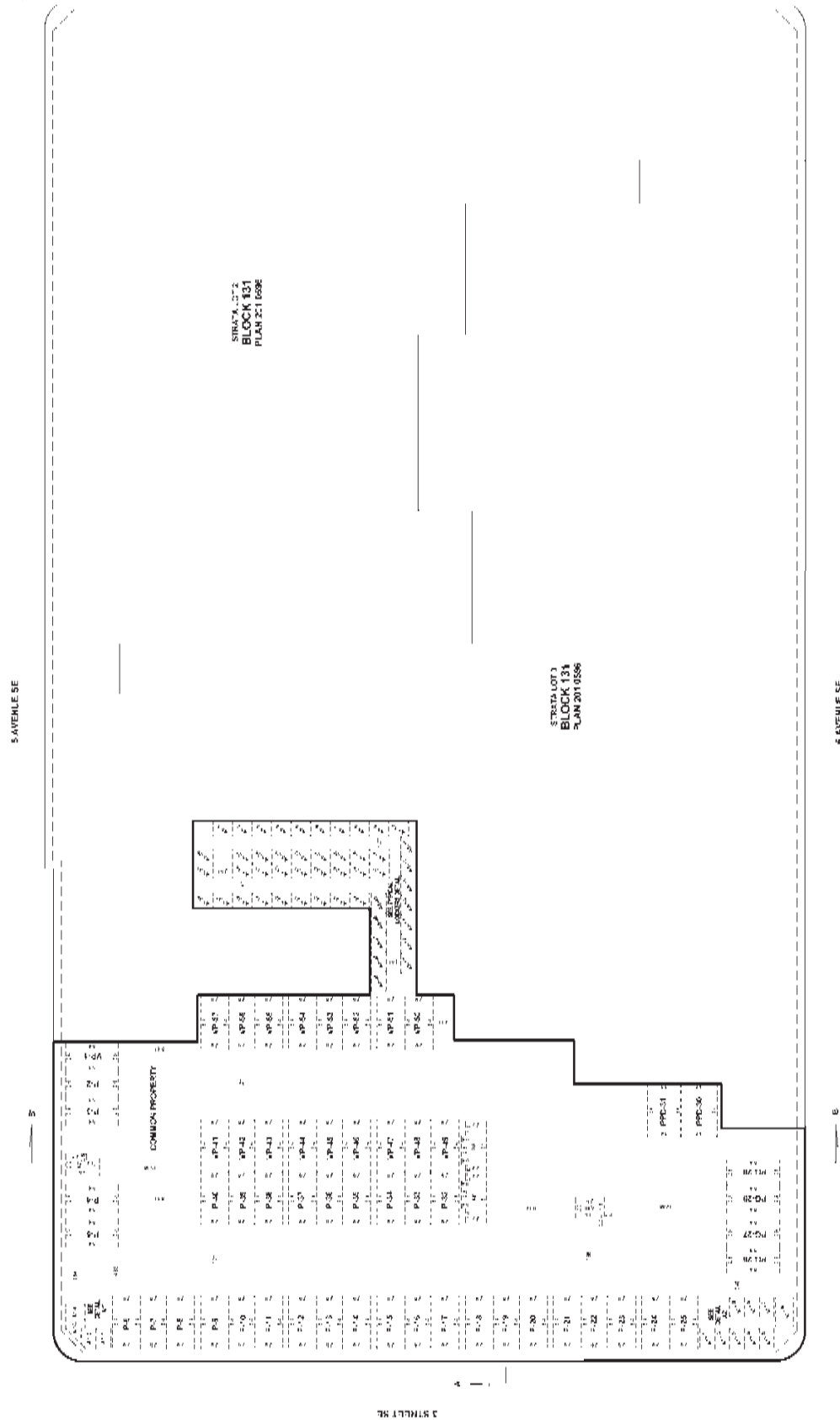
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364131

E AVENUE SE

LEVEL P3

[illegible]



WATT
COSMETIC GROUP
1000 10TH AVE S.W.
SEASIDE, CA 94060
TEL: (415) 331-1000
FAX: (415) 331-1001
WWW.WATT.COM

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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LAND TITLES OFFICE
PLAN NO. 241 0668
EVERETT AND ROBERTS
ON MARCH 14, 2024
AS TO BEYOND 241 074 381
R.B. STANLEY
A.J. REYNOLDS



STRATA LOT 1
BLOCK 131
PLAN 201 0586

5 AVENUE SE

COMMON
PROPERTY

COMMON PROPERTY
EXEMPT
VOTABLE

BLOCK 131
PLAN 201 0586

STRATA LOT 1
BLOCK 131
PLAN 201 0586

COMMON PROPERTY

STRATA LOT 1

4th STREET SE

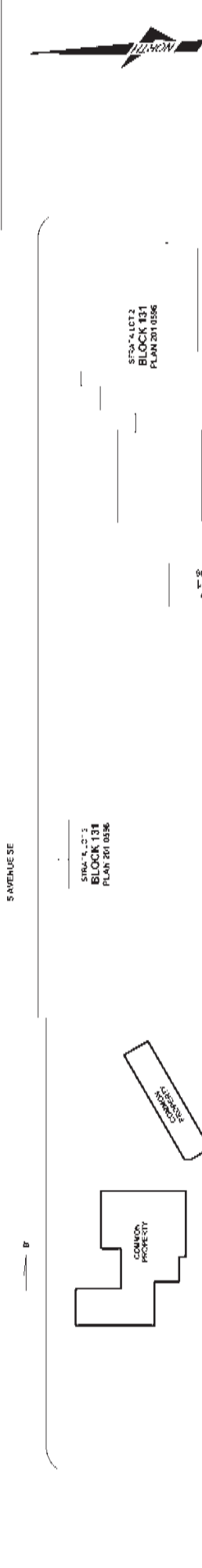
6 AVENUE SE

LEVEL P1 - BIKE MEZZANINE

6 AVENUE SE
LEVEL P1

WATT
WATT & ASSOCIATES
CONSULTING GROUP
1000 10TH AVENUE SE
SUITE 100
SEATTLE, WA 98104
PHONE: 206.461.1000
FAX: 206.461.1001
WWW.WATT-CA.COM

LAND TITLE OFFICE
PLAN NO. 241 0668
INTEREST REQUESTED
ON 18/01/2024
NOTARY NO. 241 074 391
K.B. STANG
A.D. NOTARY



PLAN 201 0668
BLOCK 131
LOT 1
LOT 2

WATT
K.B. STANG
A.D. NOTARY

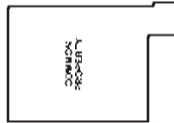
LAND TITLES OFFICE
PLAN NO. 241 0668
ENTERED AND RECORDED
ON 14th JULY 2024
INSTRUMENT NO. 241 074 381
K. R. STANING
ATTORNEY

5 AVENUE SE



STRATA LOT 12
BLOCK 131
PLAN 201 0556

STRATA LOT 1
BLOCK 131
PLAN 201 0556



35 TRAIL BL

40 TRAIL BL

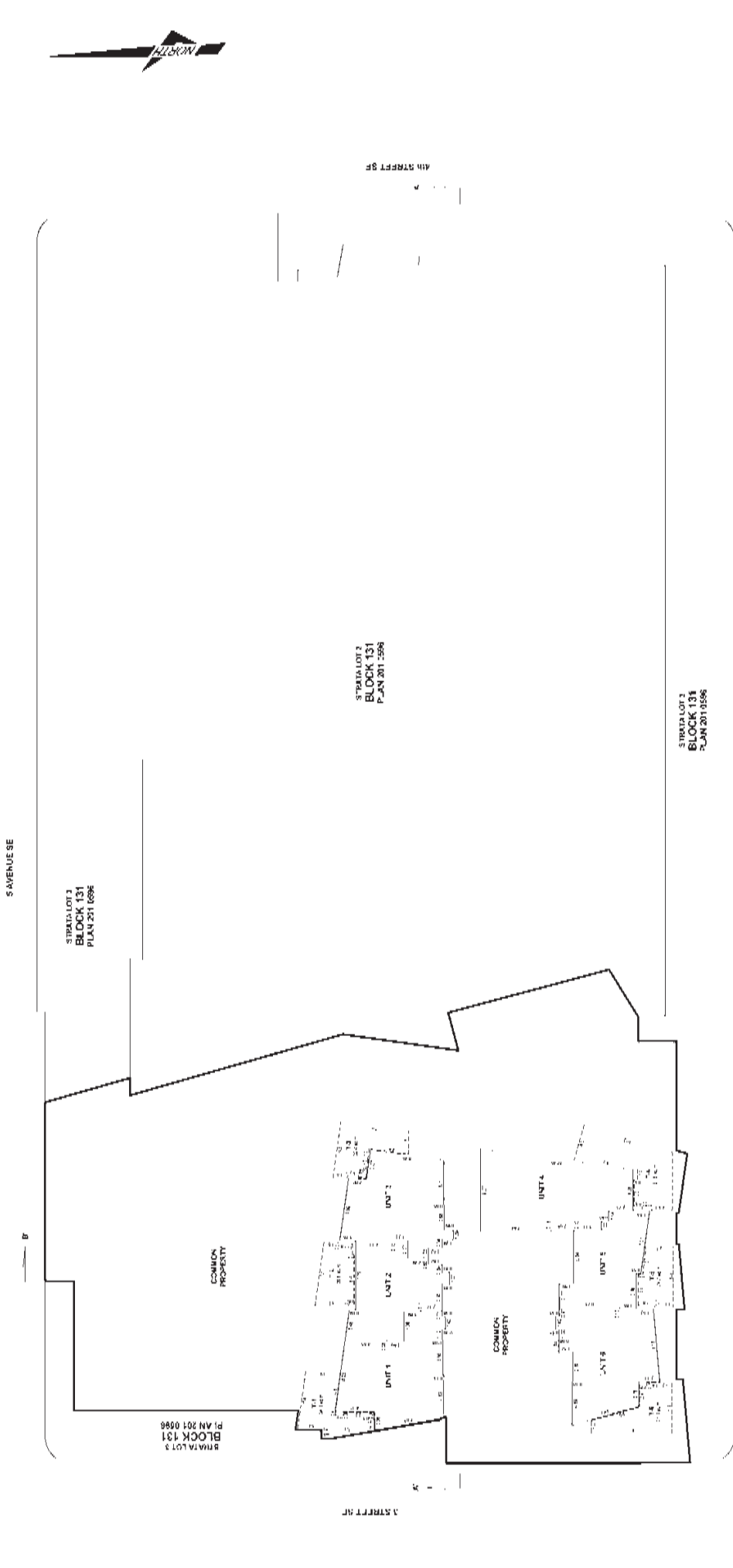
5 AVENUE SE



LEVEL 2

WATT
COSTUME
DESIGN
241 074 381
K. R. STANING
ATTORNEY

LAND TITLES OFFICE
 PLAN NO. 241 0668
 ENTERED AND RECORDED
 ON March 14, 2021
 INSTRUMENT 241 574 351
 K.R. STANAC
 A.B. 00000000

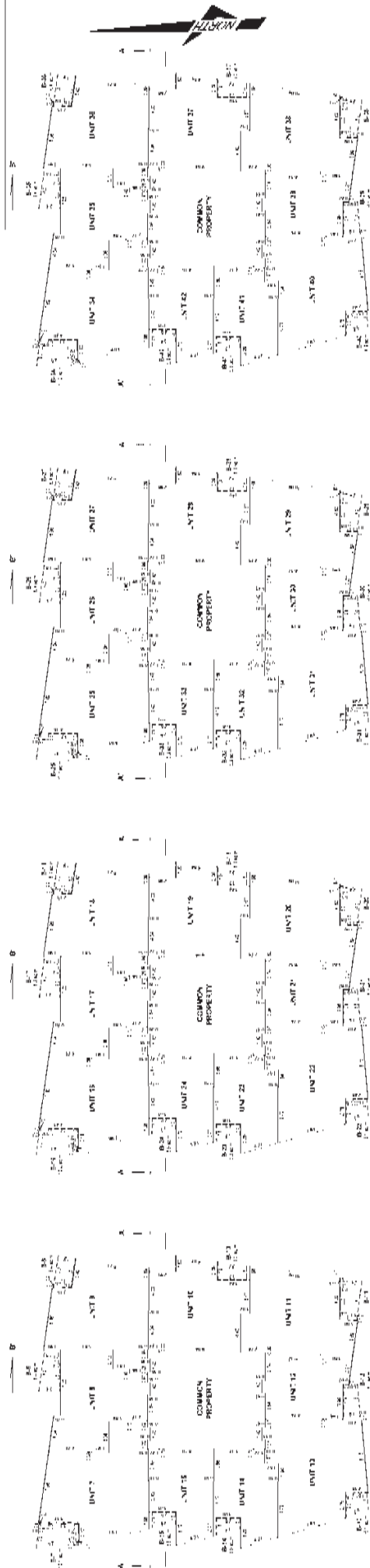


WATT
 WATT & ASSOCIATES
 1000 10th Avenue SE
 Suite 100
 Atlanta, GA 30316
 Phone: 404.525.1234
 Fax: 404.525.1235
 Email: info@watt.com
 Website: www.watt.com

EAVENUE SE
 LEVEL 3

PLAN NO. 241 0668

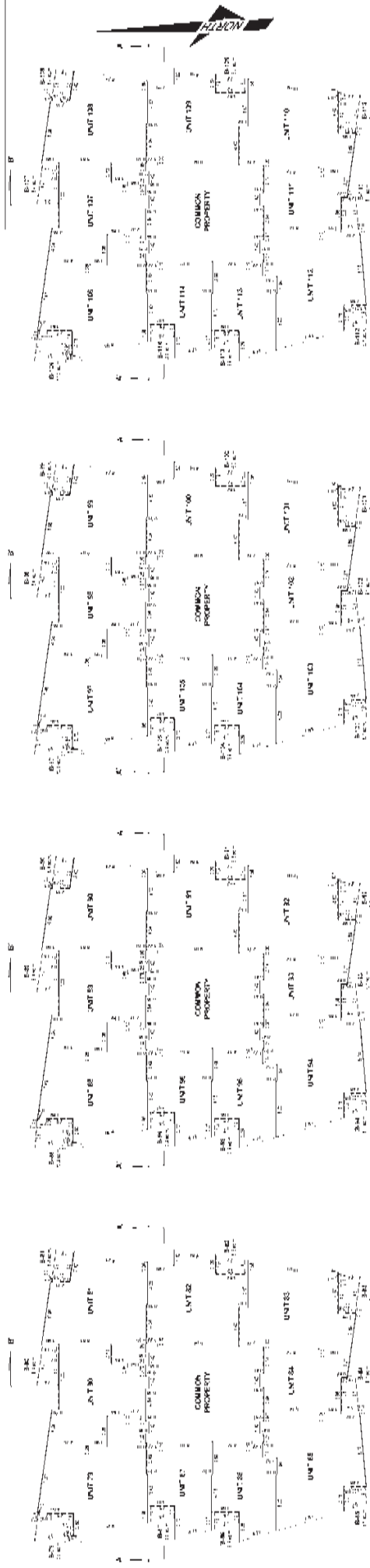
EXPIRES AND RENEWED:
ON: MARCH 14, 2024
NOT REVENUE NO.: 241 073 384
K. R. STANKE
A.S. 502 0001



LINDA TITLES OFFICE
 PLAN NO. 241 0668

INTERESTING RESOURCES
 ON MARCH 14, 2024
 INSTRUMENT NO. 241 024 381
 K.R. STANGE
 A.D. 2024/03/14

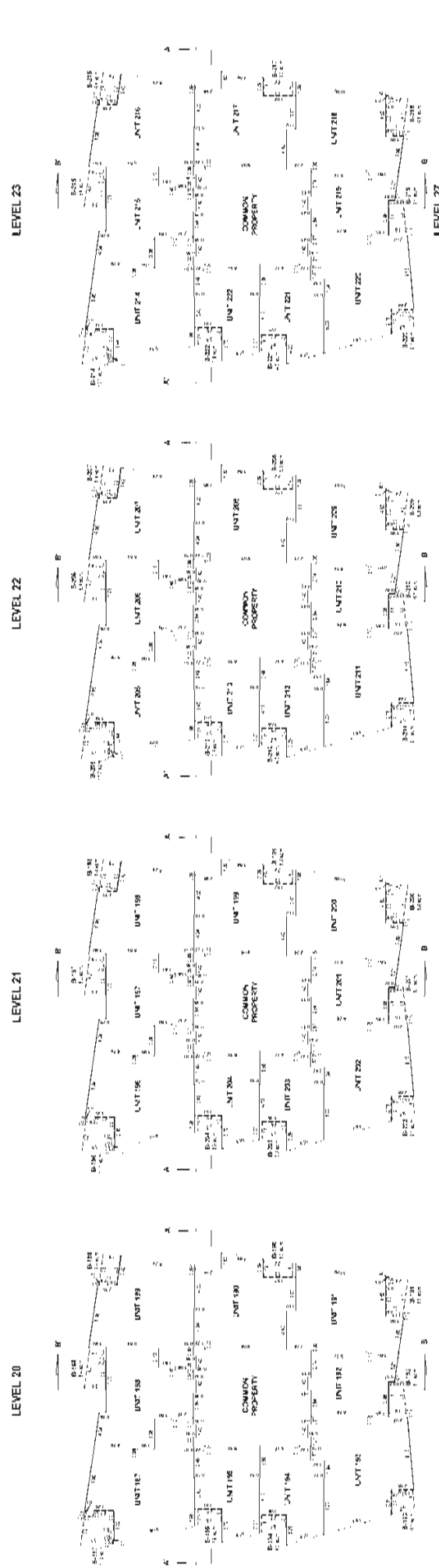
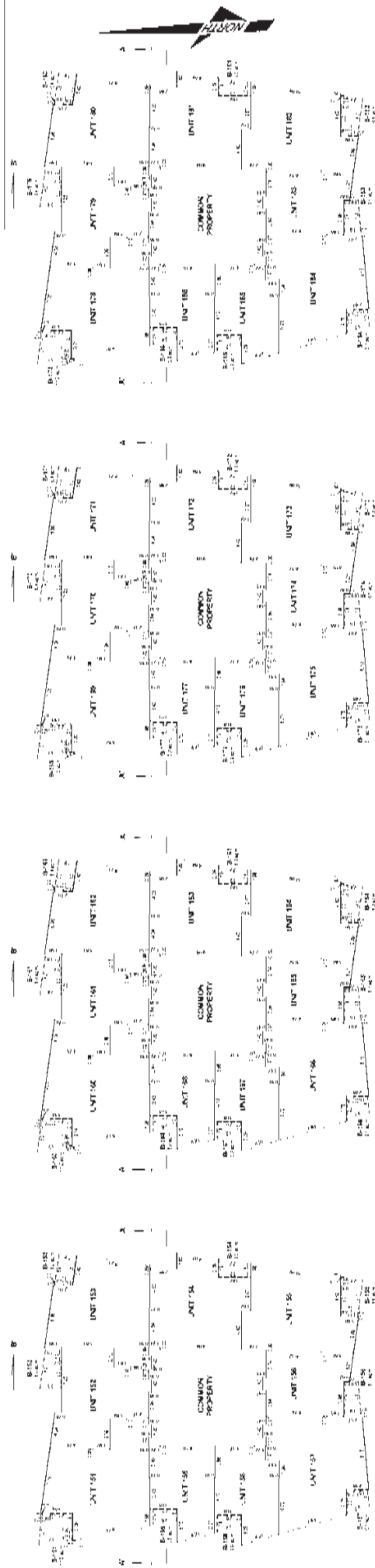
SHEET 10 OF 16

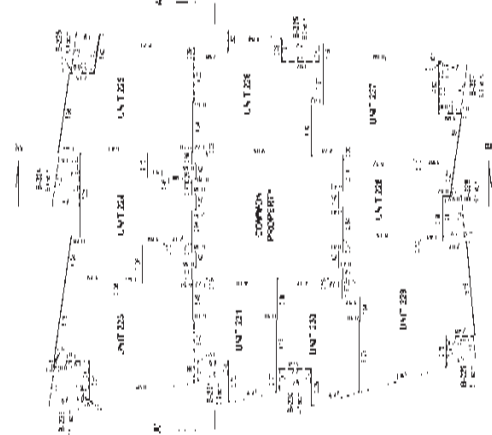


WATT
 CONSULTING GROUP
 1000 10TH AVENUE
 SUITE 100
 DENVER, CO 80202
 303.733.1000
 WWW.WATTCONSULTING.COM

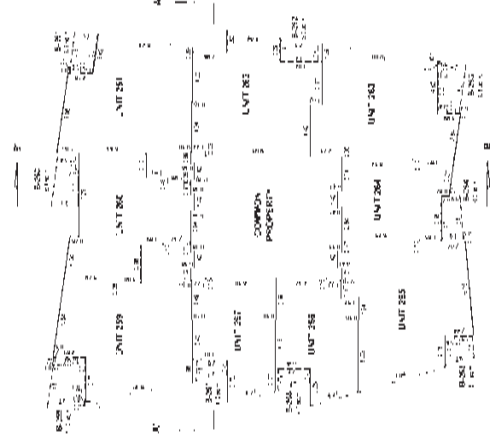
L&NO TITLES OFFICE
 PLAN NO. 241 0668

SHEET 14 OF 14
 ENTERED AND RECORDED
 ON MAY 21, 2024
 INSTRUMENT NO. 241 074 381
 K.B. STANLEY
 L.S. REGISTRAR

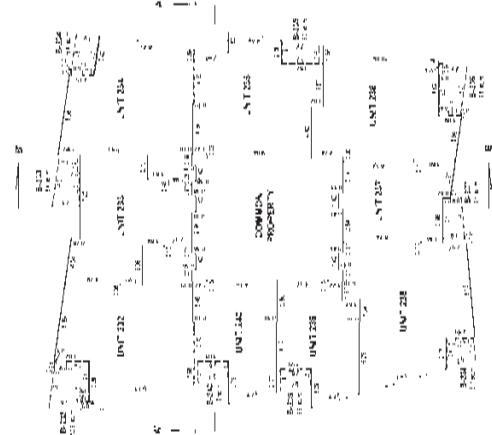




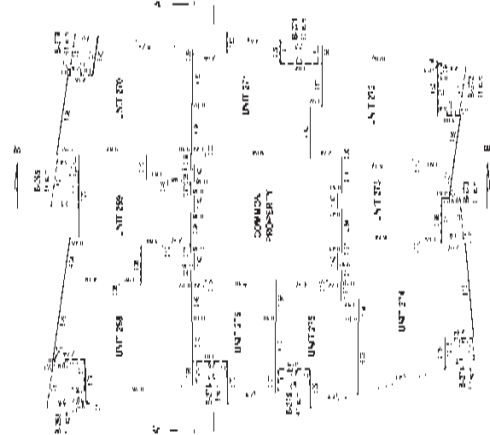
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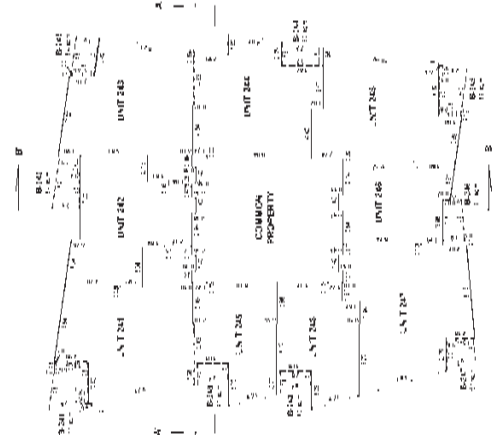
LEVEL 32



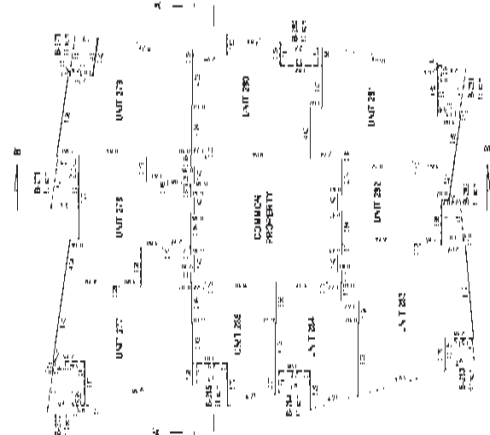
LEVEL 28



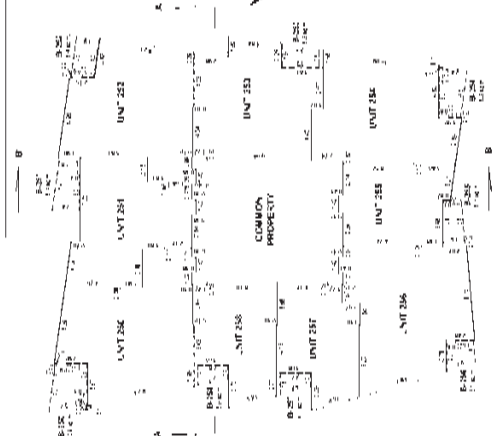
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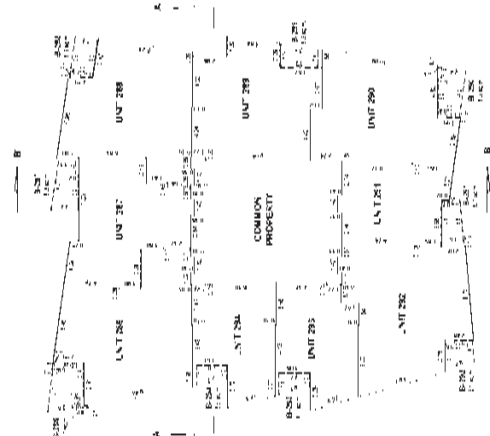
LEVEL 30



LEVEL 34

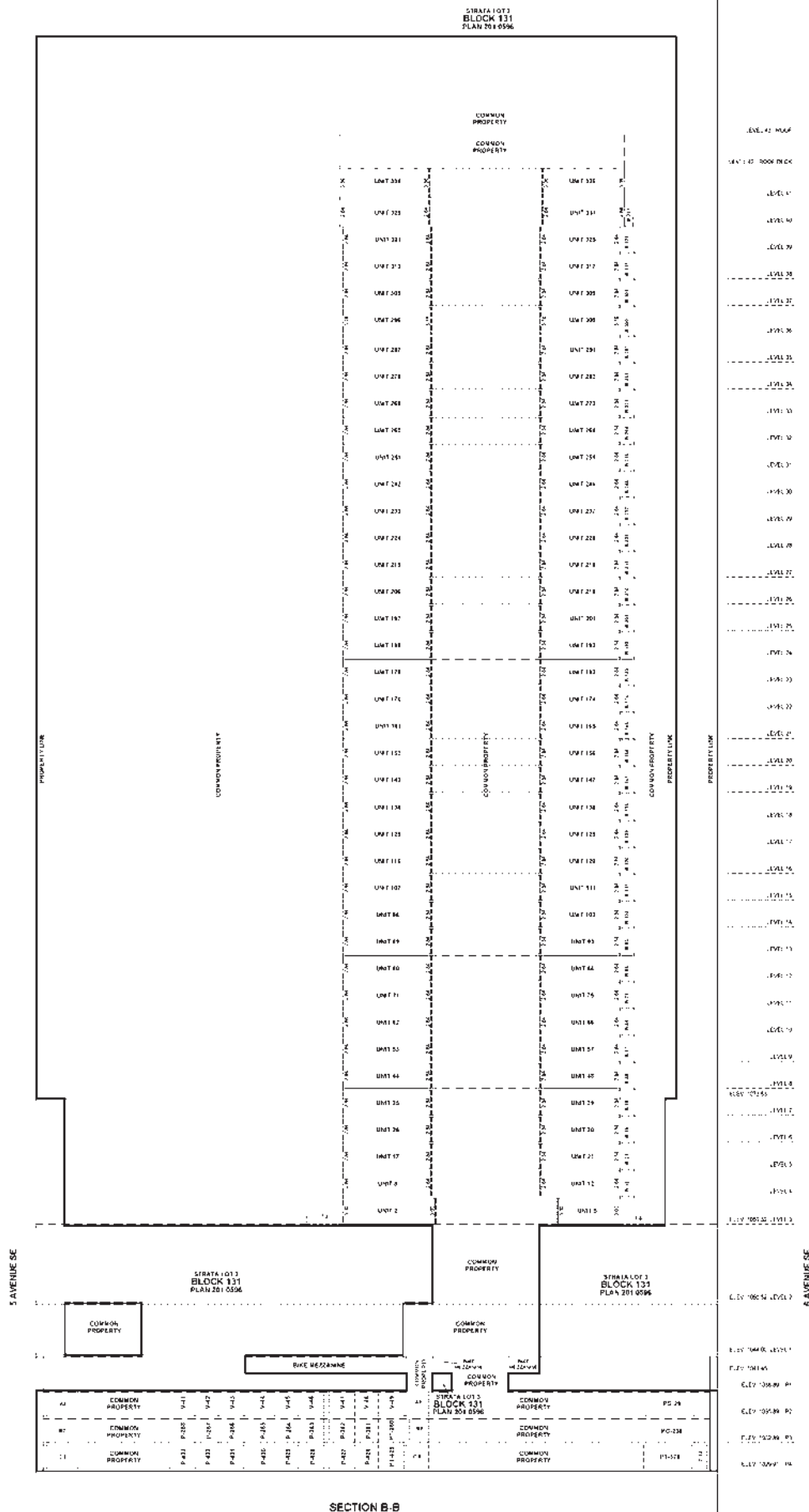


LEVEL 31



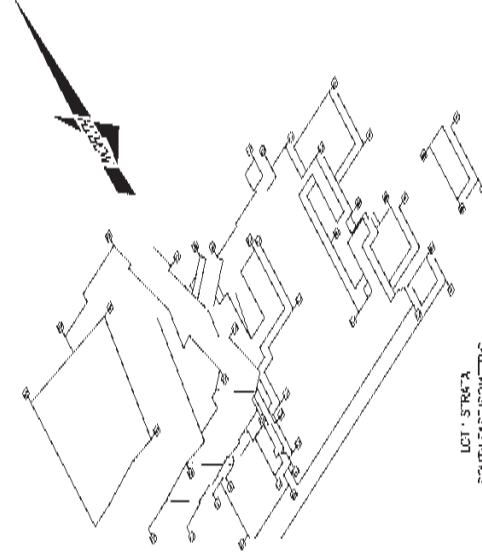
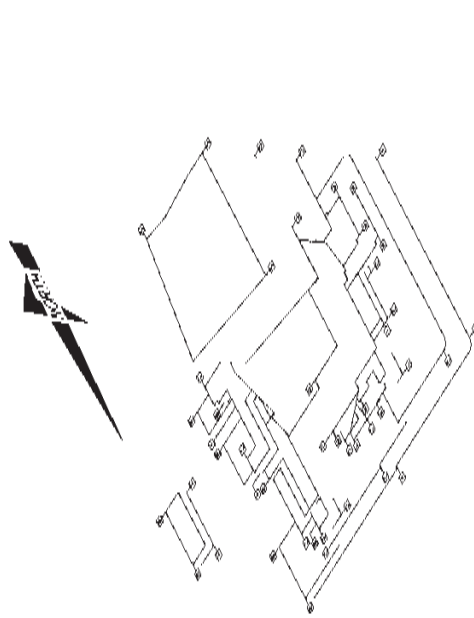
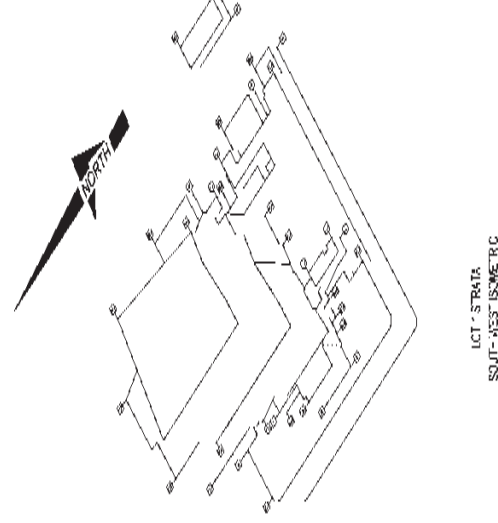
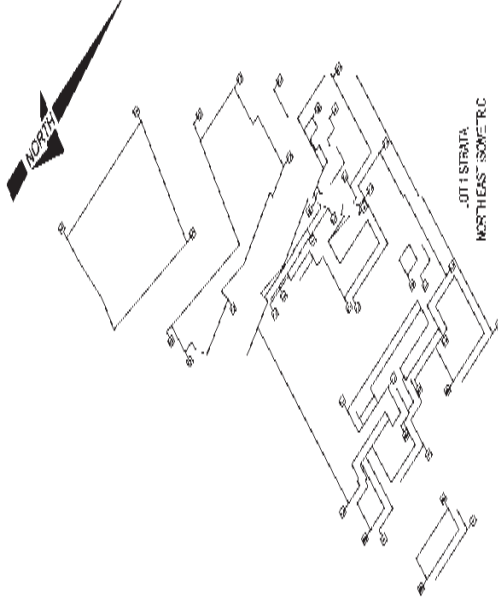
LEVEL 35





SECTION B-B

500756-03

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SCHEDULE "9"

STRATA PLAN

LAND TITLES OFFICE

PLAN NO. 201 0596

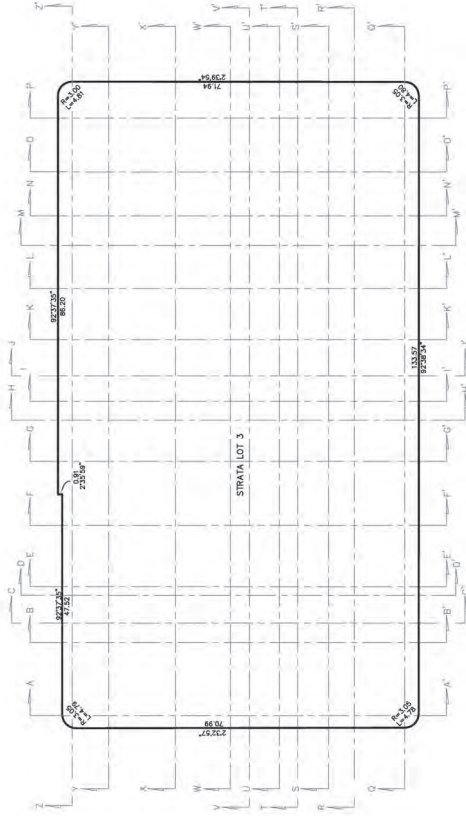
ENTERED AND REGISTERED

ON March 20, 2020

INSTRUMENT NO.: 201 056 747

D. Stead
A.D. REGISTRAR

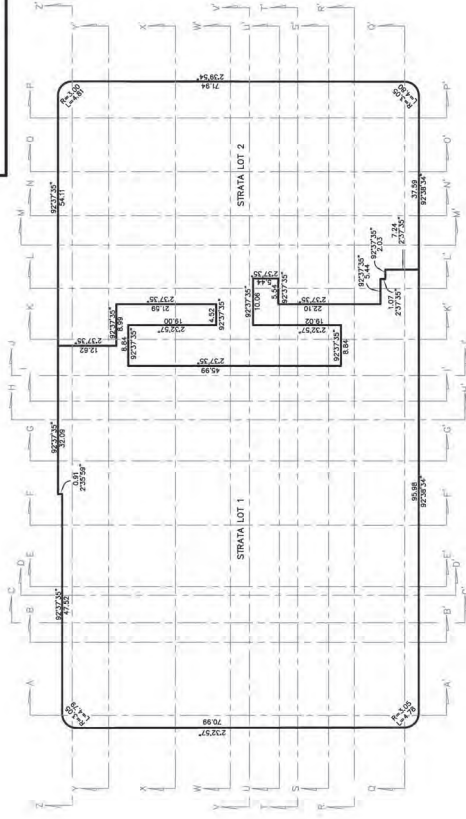
SHEET 3 OF 11



BELOW PARKADE P4

GEODETIC 1029.91m TO 1029.91m

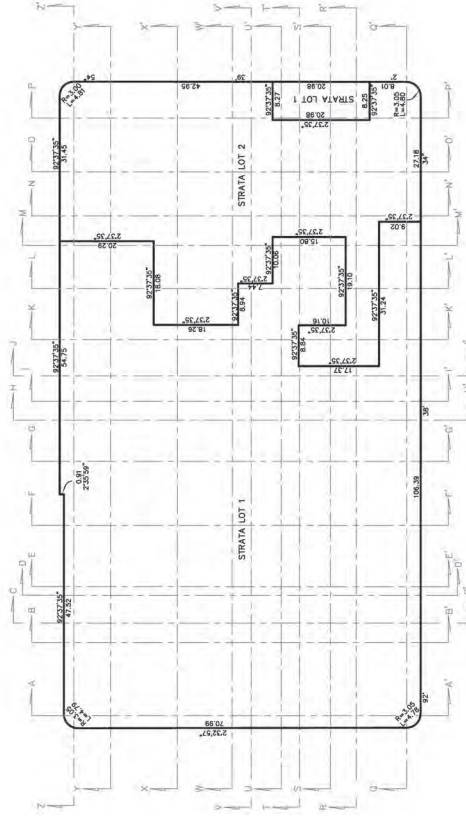
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PARKADE P3

GEODETIC 1032.89m TO 1035.89m

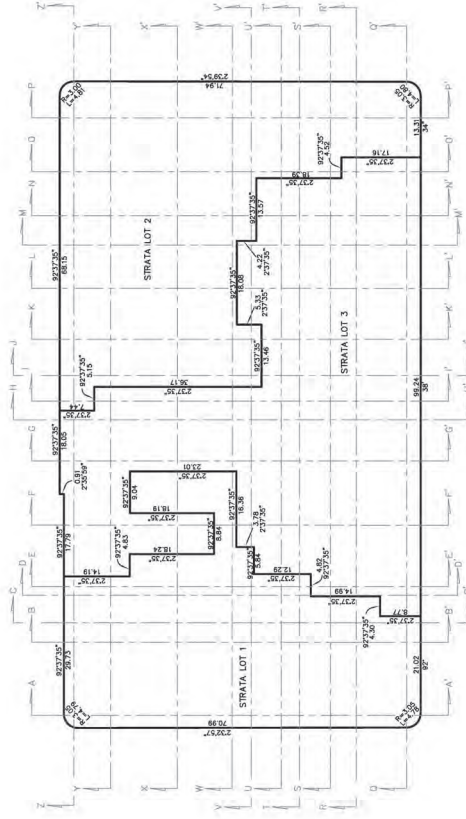
SCALE 1:500



PARKADE P4

GEODETIC 1029.91m TO 1032.89m

SCALE 1:500



PARKADE P2

GEODETIC 1035.89m TO 1038.89m

SCALE 1:500

LAND TITLES OFFICE

PLAN NO. 201 0596

ENTERED AND REGISTERED

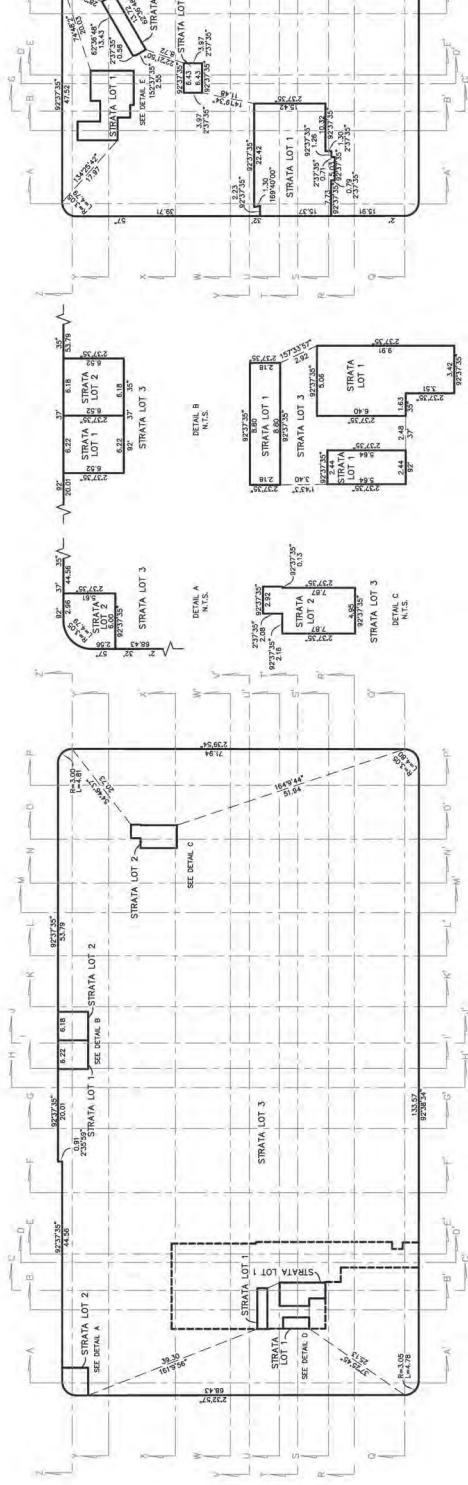
ON March 20, 2020

INSTRUMENT NO : 201 056 747

D. Stankovic

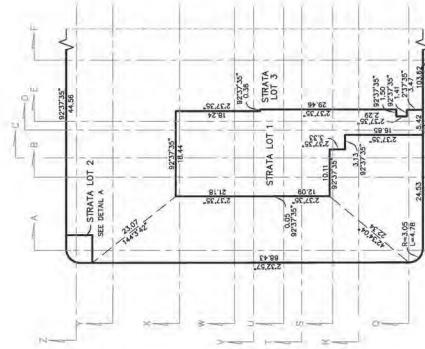
A.D. REGISTRAR

SHEET 4 OF 11

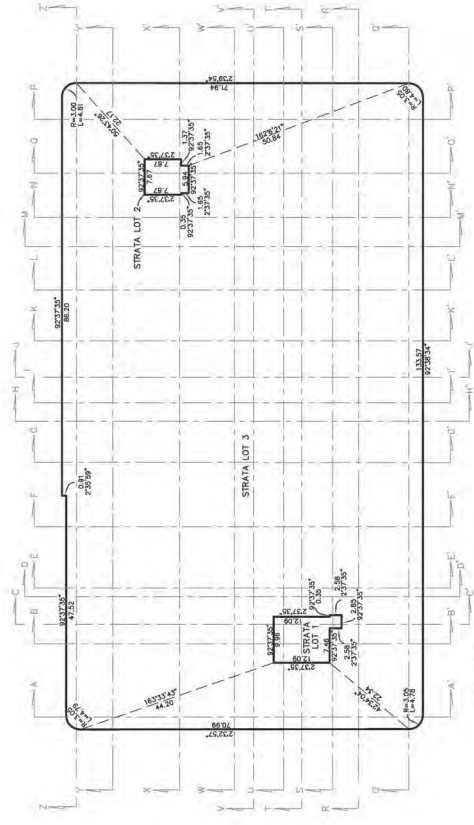


PARKADE P1
GEODETIC 1038.89m TO 1043.50m
SCALE 1:500

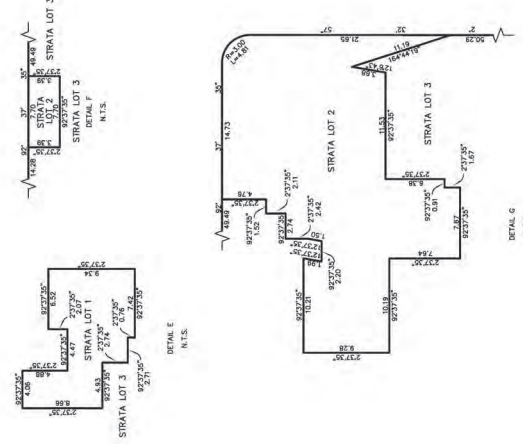
LEVEL 1
GEODETIC 1043.50m TO 1050.52m
SCALE 1:500

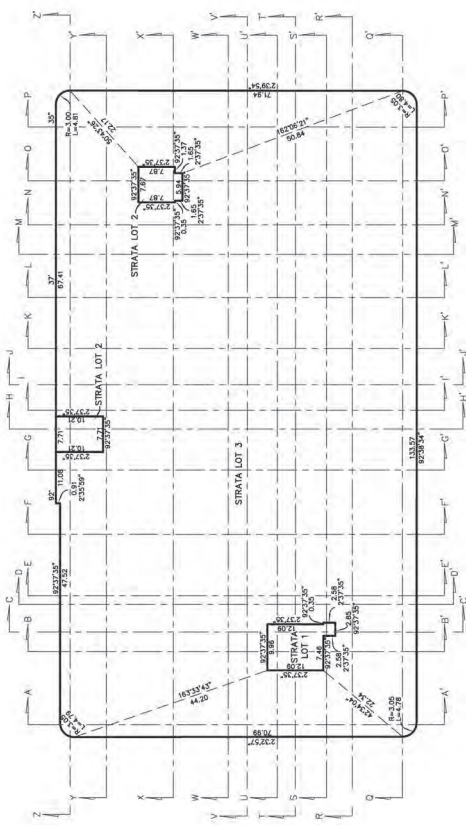


P1 BIKE MEZZANINE
GEODETIC 1041.45m TO 1045.82m
SCALE 1:500

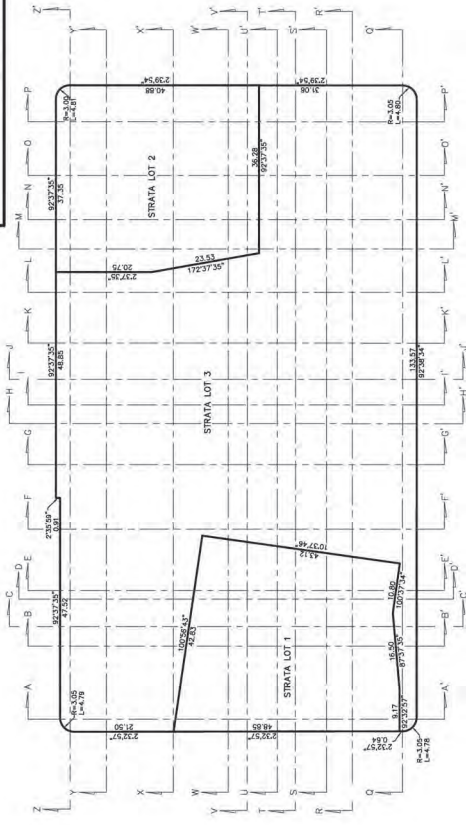


LEVEL 2
GEODETIC 1050.52m TO 1059.32m
SCALE 1:500

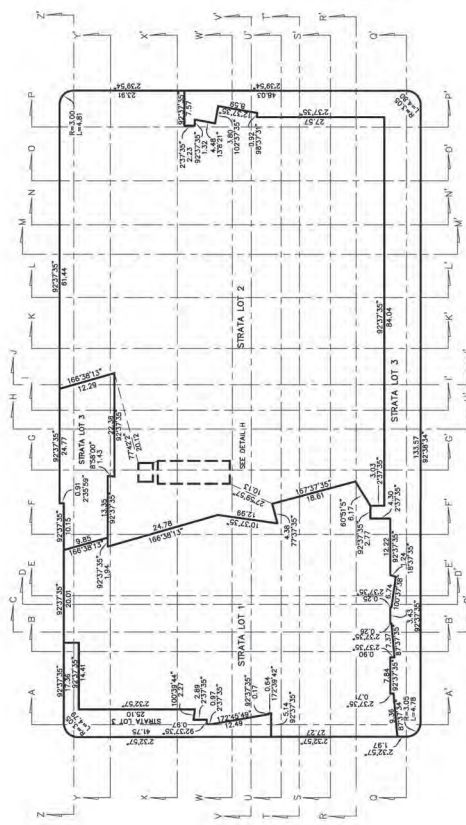




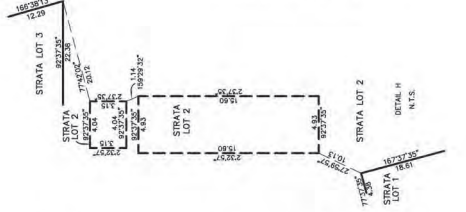
MECHANICAL MEZZANINE
 GEODETIC 1055.48m TO 1059.32m
 SCALE 1:500



TOP OF AMENITY TO TOP OF LOT 1 & LOT 2
 GEODETIC 1073.53m TO 1147.00m OF LOT 2
 GEODETIC 1073.53m TO 1192.00m OF LOT 1
 SCALE 1:500

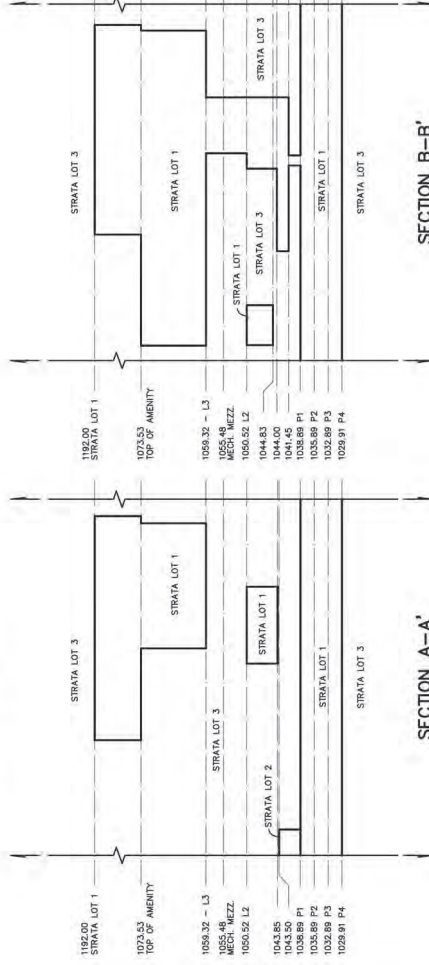


LEVEL 3
 GEODETIC 1059.32m TO TOP OF AMENITY 1073.53m
 SCALE 1:500

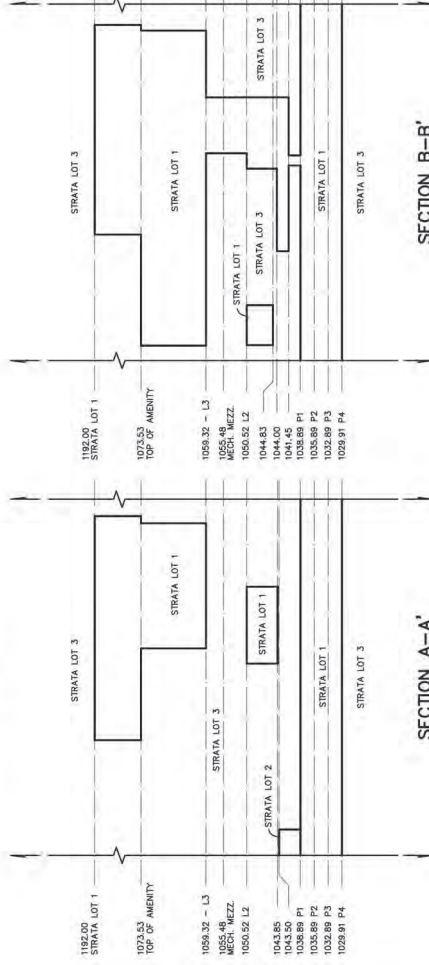


ABOVE AMENITY AND LOTS 1 & 2
 GEODETIC 1147.00m & ABOVE OF LOT 2
 GEODETIC 1192.00m & ABOVE OF LOT 1
 SCALE 1:500

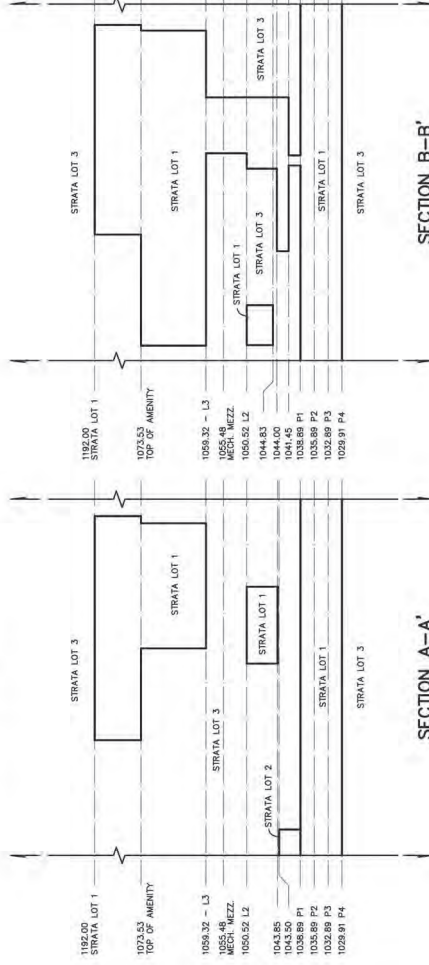
1192.00 TOP OF STRATA LOT 1
1147.00 TOP OF STRATA LOT 2



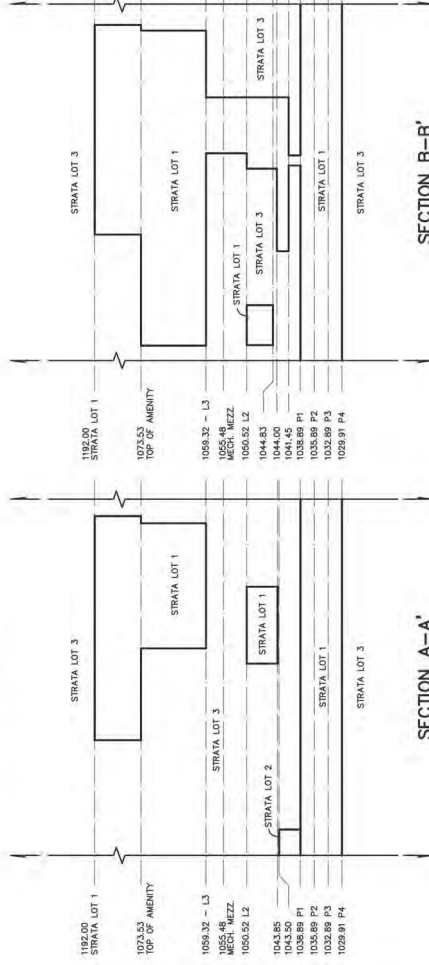
SECTION A-A'



SECTION B-B'



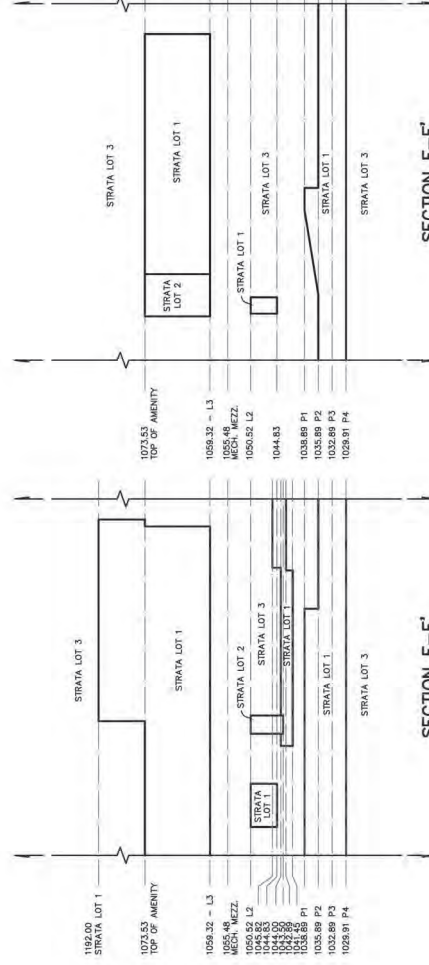
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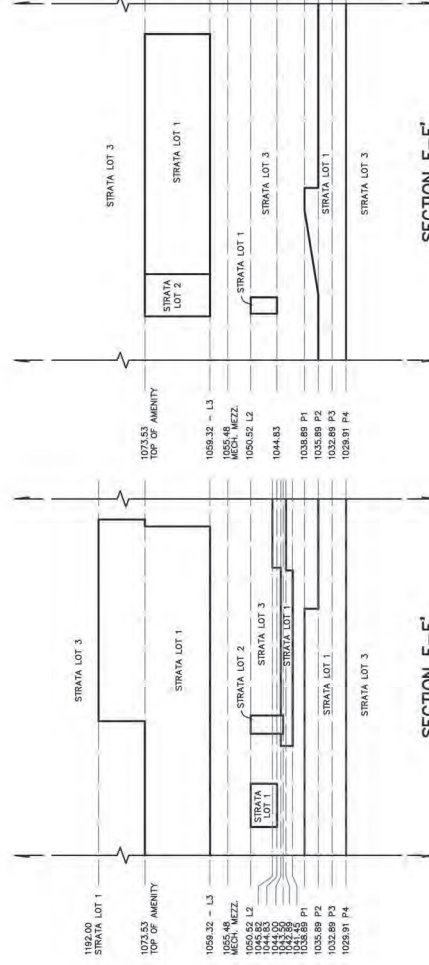
SECTION D-D'



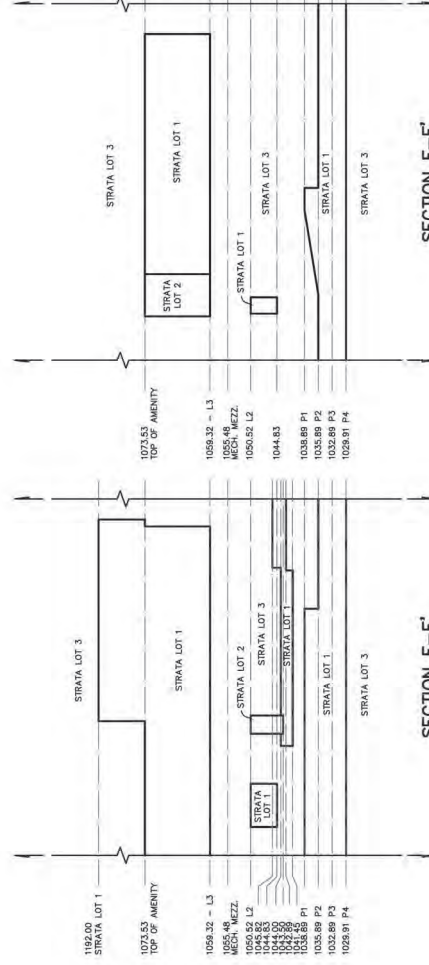
SECTION E-E'



SECTION F-F'



SECTION G-G'



SECTION H-H'

LAND TITLES OFFICE

PLAN NO. 201 0596

ENTERED AND REGISTERED

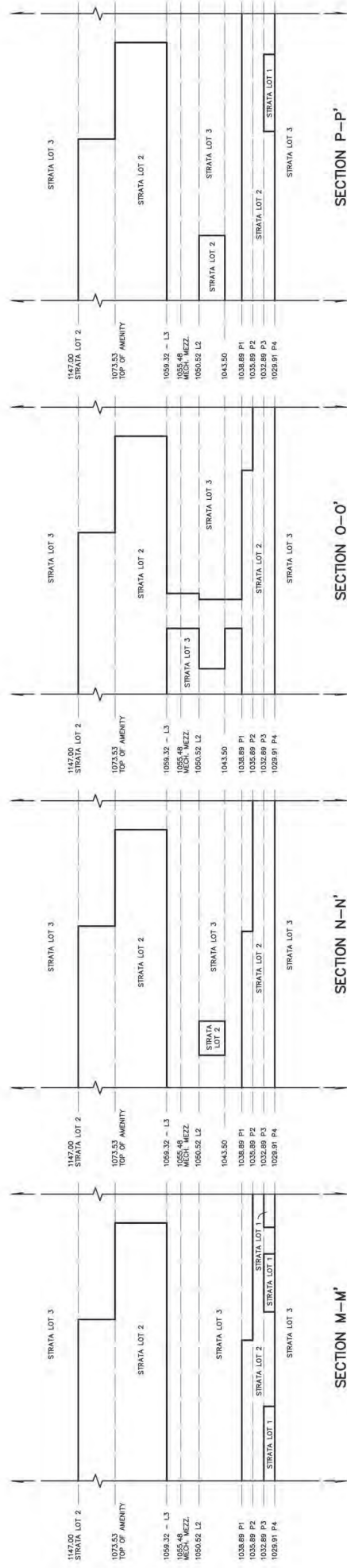
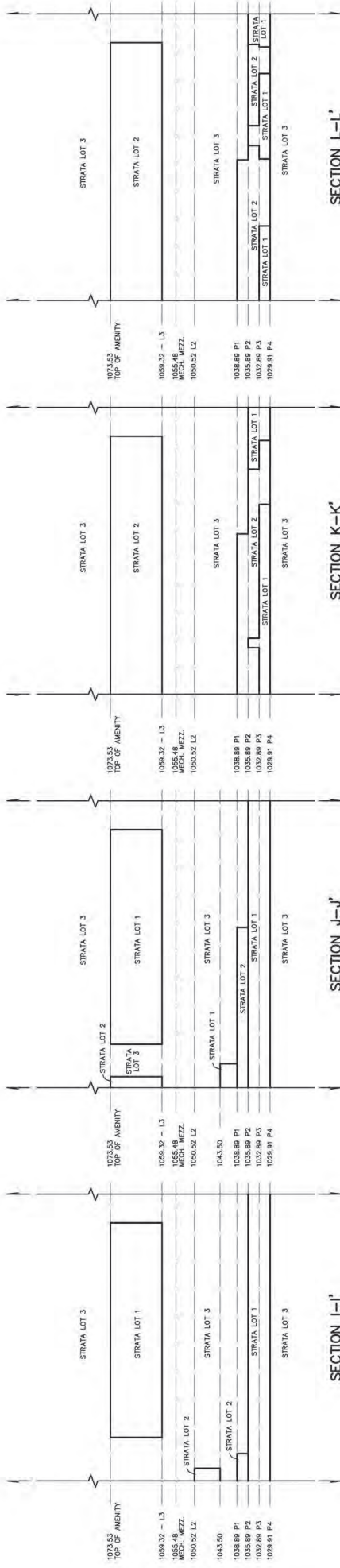
ON March 20, 2020

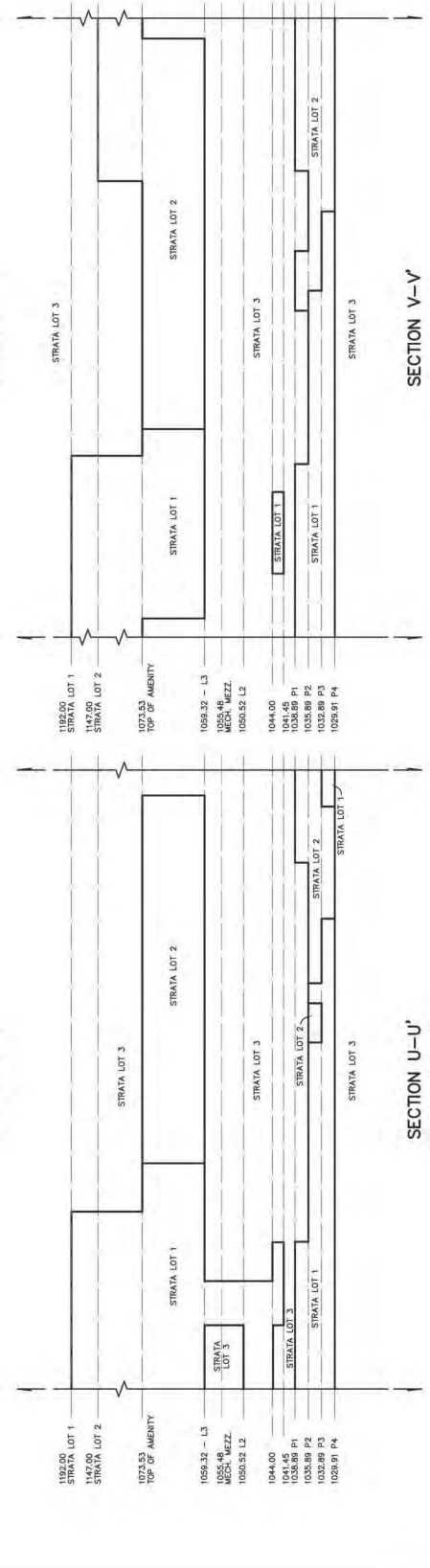
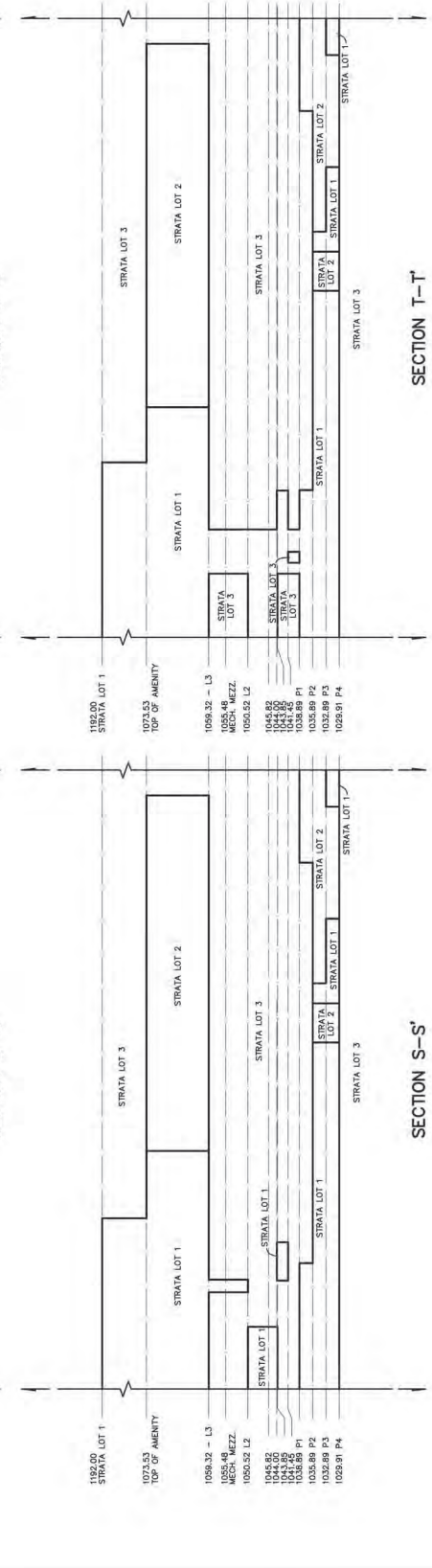
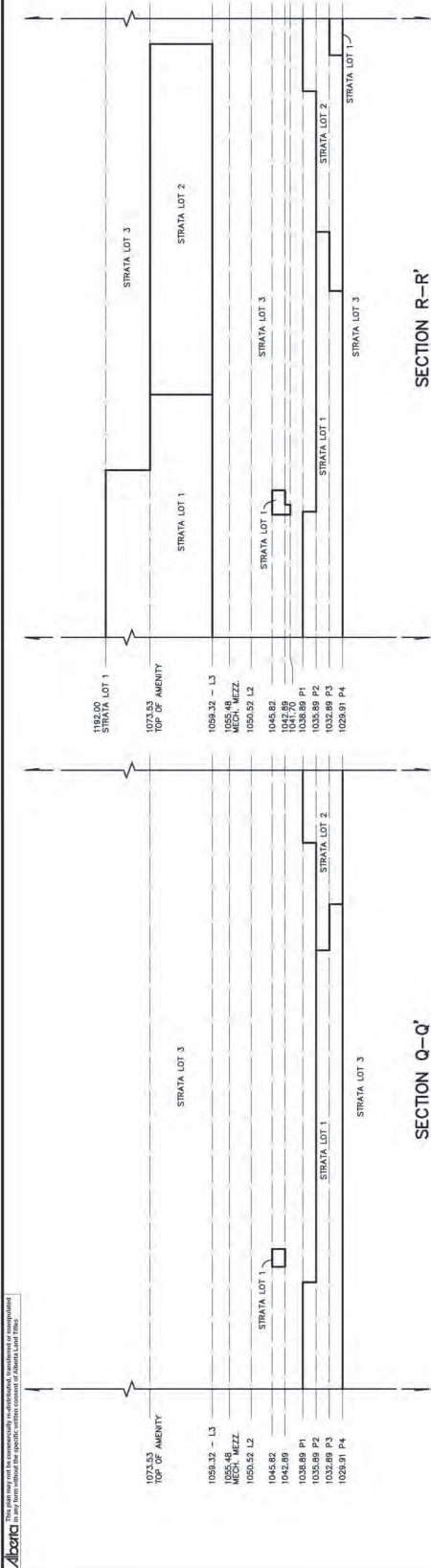
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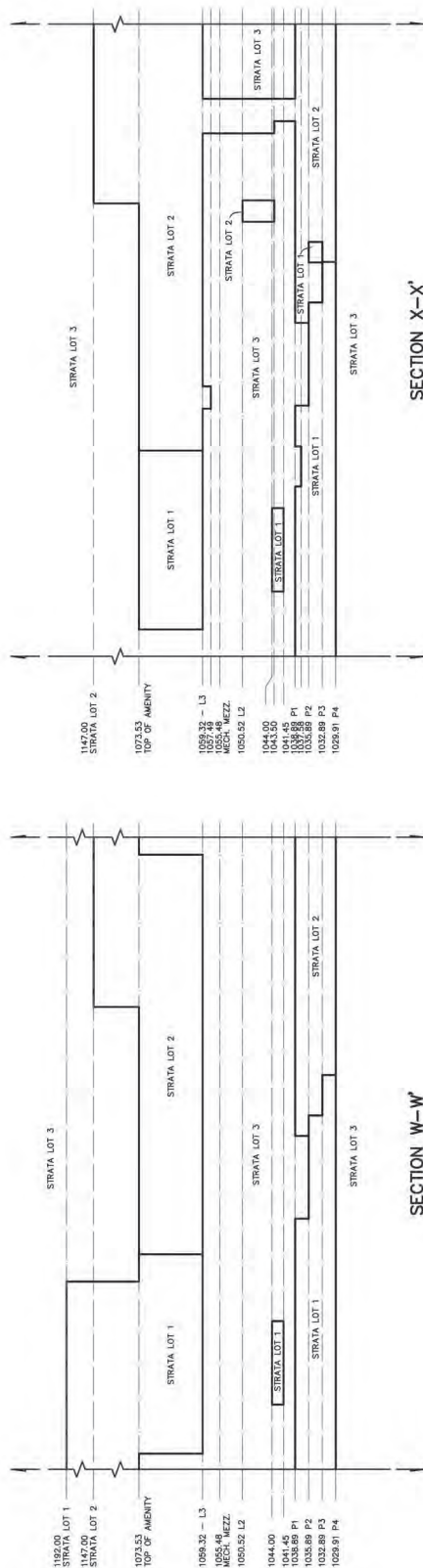
D. Boudreau

A.S. REGISTRAR

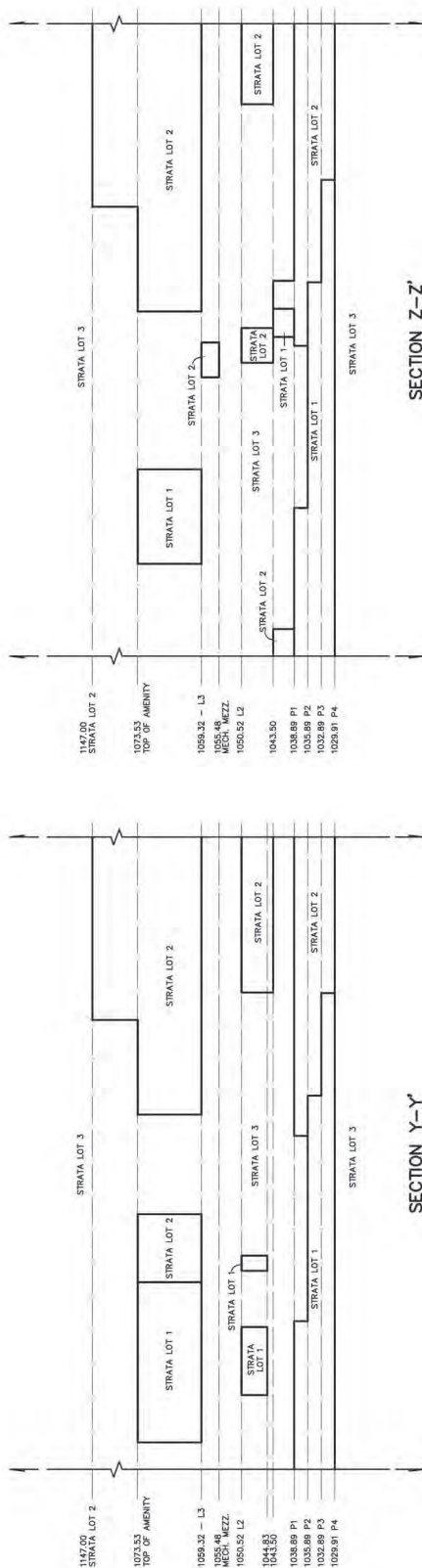
SHEET 7 OF 11



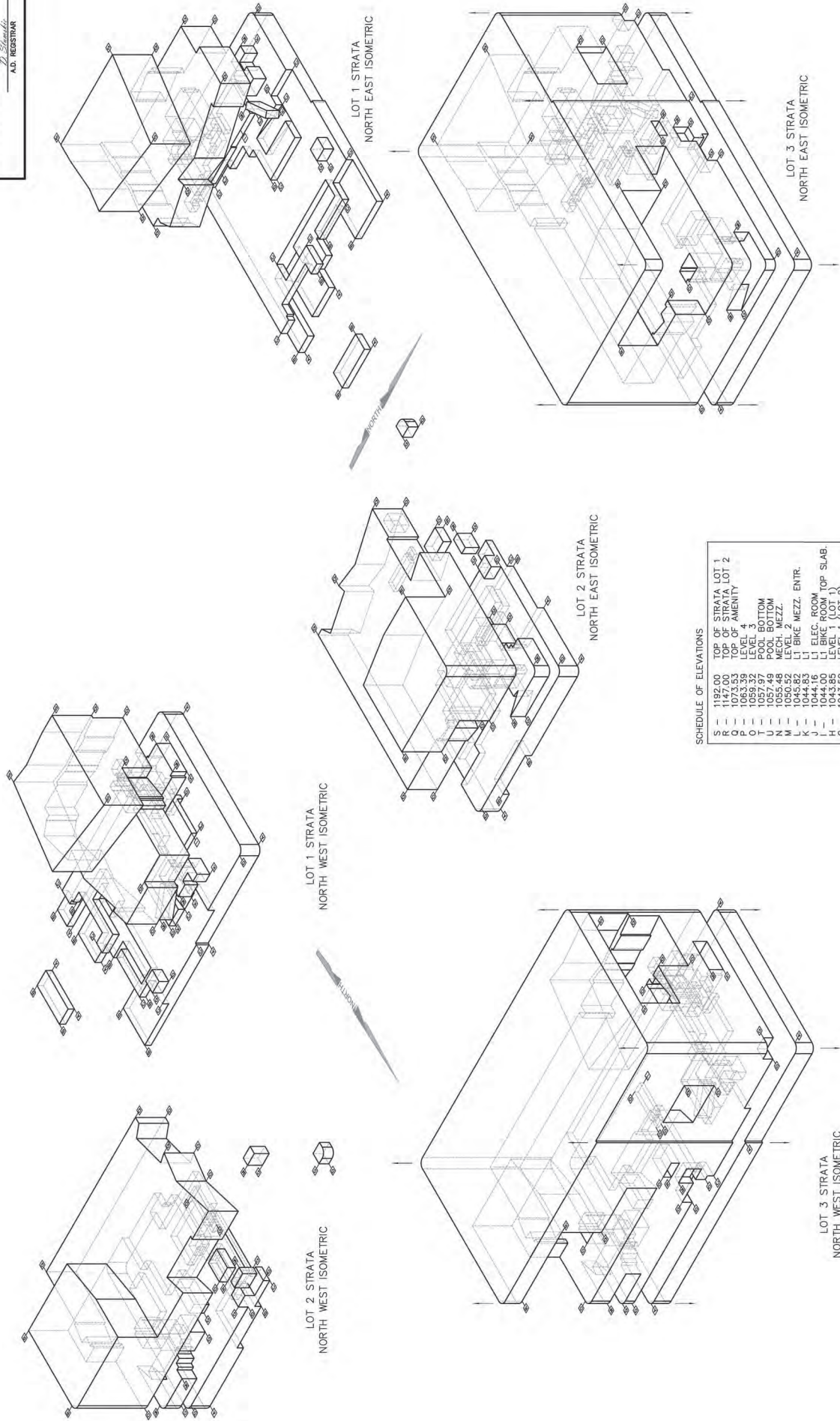




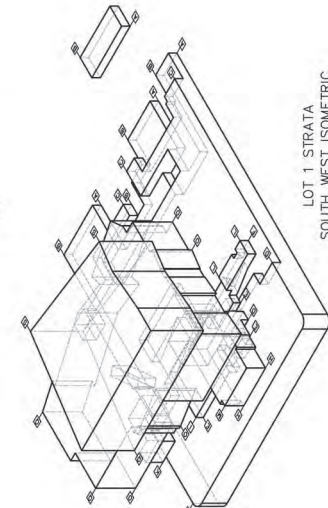
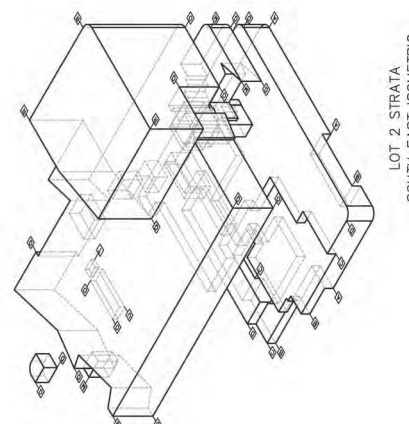
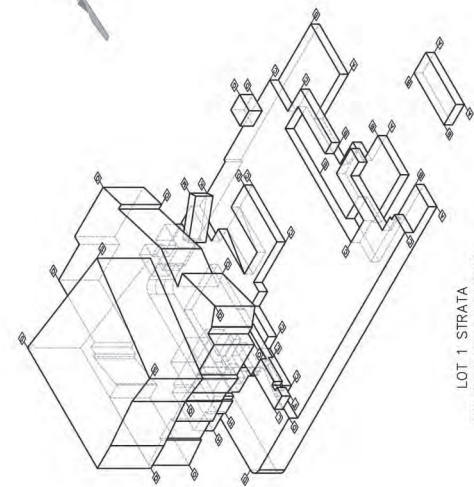
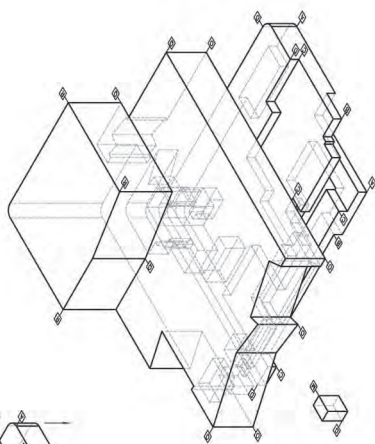
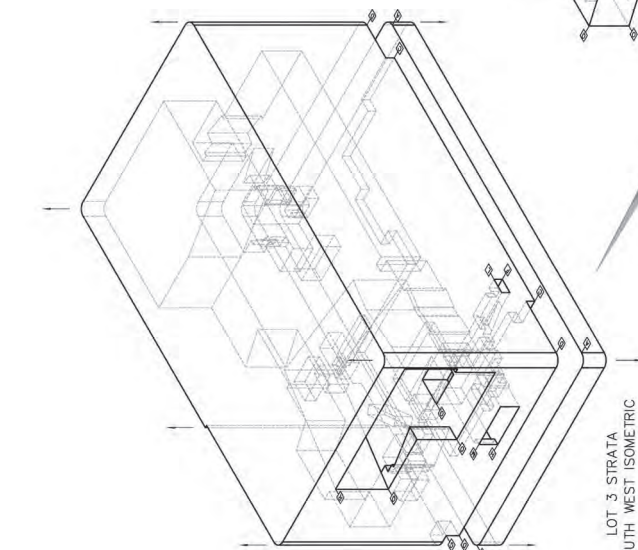
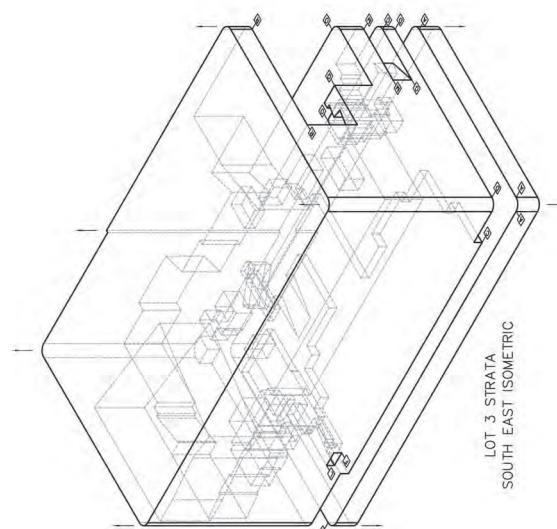
SECTION W-W'



SECTION Y-Y'



SCHEDULE OF ELEVATIONS	
S	1192.00 TOP OF STRATA LOT 1
R	1147.00 TOP OF STRATA LOT 2
Q	1073.53 TOP OF AMENITY
O	1058.32 LEVEL 1
N	1058.32 LEVEL 2
T	1057.97 POOL BOTTOM
U	1057.49 POOL BOTTOM
V	1056.64 MEZZ. 1
W	1056.52 LEVEL 2
X	1045.82 L1 BIKE MEZZ. ENTR.
Y	1044.93 L1 BIKE ROOM
Z	1044.00 L1 BIKE ROOM TOP SLAB
A	1043.85 LEVEL 1 (LOT 1)
B	1043.85 LEVEL 1 (LOT 2)
C	1043.85 P1 BIKE MEZZ. RAMP
D	1041.45 P1 BIKE MEZZ. RAMP
E	1038.89 LEVEL P1
F	1038.89 LEVEL P2
G	1038.89 LEVEL P3
H	1038.89 LEVEL P4
I	1025.91



SCHEDULE OF ELEVATIONS

S	1192.00	TOP OF STRATA LOT 1
R	1147.00	TOP OF STRATA LOT 2
P	1063.39	LEVEL 4
O	1059.32	LEVEL 3
T	1057.97	POOL BOTTOM
N	1055.48	MECH. MEZZ.
M	1050.52	LEVEL 2
K	1045.82	L1 BIKE MEZZ. ENTR.
J	1044.16	L1 ELEC. ROOM
I	1044.00	L1 BIKE ROOM TOP SLAB.
G	1043.50	LEVEL 1 (LOT 1)
F	1042.89	P1 BIKE MEZZ. RAMP
E	1041.45	LEVEL 1 (LOT 2)
C	1035.89	LEVEL P3
B	1032.89	LEVEL P2
A	1028.91	LEVEL P4

SCHEDULE "10"

PERMITTED ENCUMBRANCES

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

171251775

ORDER NUMBER: 43117731

ADVISORY

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TELUS FILE: 50766-1

RIGHT-OF-WAY AGREEMENT

I/WE, RK (EAST VILLAGE) INC.
OF C/O RIOCAN REAL ESTATE INVESTMENT TRUST

("Grantor") being the registered owner of the lands described as follows:

PLAN 1512633
BLOCK 131
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.098 HECTARES (2.71 ACRES) MORE OR LESS

AS MORE PARTICULARLY DESCRIBED AND SET FORTH IN CERTIFICATE OF TITLE NO. 151 249 609

(the "land")

DO HEREBY in consideration of payment of -----ONE DOLLAR-----(\$1.00) Dollar and their good and valuable consideration, the receipt of which is hereby acknowledged, GRANT AND TRANSFER to

TELUS Communications Inc.
Rights of Way Department
10th Floor, 10035 - 102 Avenue N.W.
Edmonton, AB T5J 0E5

("TELUS")

the exclusive rights, license, privileges, easement and right-of-way in, through, over and under that part of the land, described as follows:

ALL OF THE ABOVE DESCRIBED LANDS REQUIRED AS RIGHT OF WAY.

(the "right-of-way") for the purpose of placing, constructing, installing, operating, maintaining, repairing, occupying, using, removing, modifying and replacing on, under and over the right of way (including any building structures situate upon and forming part of the right of way), equipment; anchoring mechanisms; cables, wiring, conduit and facilities for telecommunications, data transmission, power and grounding; underground ducts; support structures; shelters; rooms, equipment racks, cabinets; furniture; fixtures; equipment enclosures; walls; interior fittings and finishes; doors; lighting fixtures; including all other fixtures, chattels and/or improvements placed or installed by TELUS on or within the right of way; and any related works (collectively, the "Works"), the said grant and transfer to include and being subject to the following terms and conditions, namely:

- 1 The right-of-way hereby granted shall be effective as and from the execution of this agreement by the Grantor for such length of time as TELUS may wish to exercise the rights, license, privileges and easement hereby given.
- 2 TELUS, its employees, agents, contractors and subcontractors shall have the right to:
 - (a) ingress, egress and to pass and repass on the right-of-way either on foot or by means of vehicles or necessary equipment, and to occupy and remain on the right-of-way with machinery, equipment and materials for all purposes provided above, twenty four (24) hours per day, seven (7) days per week;
 - (b) on not less than forty-eight (48) hours prior written notice to the Grantor, remove trees, shrubs or other obstructions which might interfere with or create a danger to persons or the Works;
 - (c) securely access, without obstruction, a dedicated "hub room" and/or entrance facility; and
 - (d) securely access, without obstruction, all or a combination of such of the buildings' wiring and conduit as may be required by TELUS from time to time including, but not limited to, fibre, category 5E cable, voice frequency copper, and power, and securely access, without obstruction, telecommunications closets within the buildings; for the

purpose of construction, installation, testing, operation, maintenance, repairs, servicing, upgrades, modifications, removal and replacement of TELUS equipment and access to TELUS equipment.



3. TELUS shall have the right of access to the right-of-way across any remainder of the land outside the right of way (if applicable) provided that
 - (a) such right of access shall be used only in an emergency; and
 - (b) TELUS will pay reasonable compensation to the owner of the land for any damage occasioned thereby.
4. There is included in the grant and transfer to TELUS the right to do whatever is requisite for the full enjoyment of the rights, license, privileges, easement and right-of-way specifically granted to TELUS.
5. The Grantor agrees that the Works shall remain chattels and notwithstanding any rules of law to the contrary, shall remain the sole and exclusive property of TELUS.
6. Provided that TELUS performs and observes the covenants on its part in this agreement, TELUS shall peaceably hold and enjoy the rights, license, privileges, easement and right-of-way hereby granted without hindrance, molestation or interruption from the Grantor or any person claiming through, under or for the Grantor.
7. TELUS may, as to all or any part of the right of way, discharge, in whole or in part, any rights granted to TELUS by this Agreement. TELUS may, at any time, abandon all or part of the Works without affecting the rights granted to TELUS or obligations incurred by TELUS by this agreement.
8. TELUS may grant licences to its affiliates or others to exercise the rights, licenses, privileges, easements, rights of way and benefits granted to TELUS hereunder. Any and all of the rights, licences, privileges, easements, rights of way and benefits of TELUS hereunder are assignable to and may be held, enjoyed and exercised by any affiliate of TELUS whether pursuant to, or in connection with, any corporate or other reorganization of TELUS or otherwise. TELUS shall also have the right to assign the rights, licences, privileges, easements, rights of way and benefits hereby granted, in whole or in part, without the consent of the Grantor to permit third parties to exercise the rights, licences, privileges, easements, rights of way and benefits hereby granted, in whole or in part, on their own or together with TELUS or other third parties and, in the event such permission is granted by TELUS, any reference herein to TELUS shall also apply to such third parties. For purposes of this section 8, "affiliate" means any affiliated body corporate of TELUS Corporation as defined in the *Canada Business Corporations Act*, as well as any partnership or other unincorporated association in which TELUS Corporation or any of its affiliated bodies corporate (as so defined) has a direct or indirect controlling interest.
9. TELUS, in carrying out such operations will do so in workmanlike manner so as to minimize the damage and inconvenience to the owner or occupier of the land and any excavations or workings TELUS makes shall, so far as is reasonably practicable, be restored to their former condition. The replacement of trees, shrubs and landscaping other than grass is not practical and TELUS is under no liability for replacement but shall pay reasonable crop loss and damages resulting from such operations.
10. The Grantor covenants and agrees that the Grantor will not build, erect or maintain nor permit or suffer to be built, erected or maintained on the right-of-way any pit, foundation, pavement, building or structure, and will not plant or maintain, nor allow or suffer to be planted or maintained thereon any trees, shrubs, or landscaping which would or could prevent or hinder the exercise by TELUS of any of the rights granted to it, nor allow changes to the design or existing surface grades.
11. If the land is subdivided by Condominium plan and the Works are located within the common property shown on the Condominium plan, TELUS shall, following deposit of the Condominium plan in the Land Title Office, discharge this agreement from the units shown on the Condominium plan but not from the common property.
12. TELUS shall pay for the electricity charges attributable to the operation of the Works either by having installed a separately metered electrical service or, in circumstances where the local utility will not install a separate meter, by installing a submeter and paying the Grantor's invoices for electricity based on the submeter readings and the actual tolls of the local utility. The Grantor is responsible for reading the submeter once every three (3) months and invoicing TELUS accordingly, no less frequently than on an annual basis, failing which TELUS may fully discharge its obligation to compensate the Grantor for electricity consumption by tendering payment of a reasonable estimate of the electricity charges for usage in the previous year. No claim may be made for electricity charges with respect to usage invoiced more than one year following such usage.
13. Each party's liability to the other for losses of any kind, regardless of the form of action or theory of liability (including without limitation for breach of contract, tort, negligence, by statute or otherwise) will be limited to ten thousand dollars (\$10,000). In no event will one party be liable to the other for any special, indirect, incidental or consequential damages suffered by the other, including loss of profits or revenue or other economic loss, or loss of goodwill, howsoever caused and regardless of the form or cause of action, even if such damages are foreseeable or the first party has been advised of the possibility of such damages.

14. This right-of-way and the rights, license, privileges and easement granted TELUS are and shall be covenants running with the land and with each part into which the land may at any time be subdivided and each parcel into which the land or any portion thereof may at any time be consolidated.
15. The rights, license, privileges, easements and obligations of TELUS and the Grantor shall extend to and shall be binding upon TELUS, its successors and assigns, and upon the Grantor, and the Grantor's heirs, personal representatives, successors and assigns.
16. The person securing this agreement for TELUS has no authority to make any agreement, representation or warranty not specifically set forth herein. This is the entire agreement between TELUS and the Grantor respecting this right-of-way. No waiver, modification, amendment or discharge of this agreement shall be valid unless the same is in writing and signed by the parties. If any provision of this agreement is declared invalid or unenforceable by competent authority, such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this agreement, unless such invalidity or unenforceability renders the operation of this agreement impossible.
17. This agreement and the provisions thereof are subject to the provisions (including regulations) of the *Telecommunications Act* S.C. 1993, c.38 and the *Canadian Radio-Television and Telecommunications Commission Act* R.S.C. 1985, c.C-22 and their successor legislation, as well as any rulings, regulations, tariffs or other directives of the Canadian Radio-Television and Telecommunications Commission.
18. Other conditions (if any)

TELUS and Grantor/Landowner agree that this blanket agreement shall be withdrawn and discharged from Land Titles by TELUS, should the time arise that the lands are subdivided and developed. It is understood that the said withdrawal and discharge of this agreement would take place only after a more specific agreement, either between TELUS and the Grantor or part of a general utility right of way agreement, be executed and registered on title to protect the existing facilities that have been placed on title under this agreement.

**RK (EAST VILLAGE) INC.
OF C/O RIOCAN REAL ESTATE INVESTMENT TRUST**

Per: 
Andrew Duncan
Senior Vice President, Development

Witness  
Stuart Craig
Vice President
Planning & Development

OCTOBER 06, 2017
Date

Per: _____

Witness _____

Date _____


TELUS COMMUNICATIONS INC.

Per: 

Witness _____

OCT 25/17
Date

Instructions:

All registered owners must sign before a witness. If they are limited companies, the company seal must be stamped on, and then no witness is required.





171251775

171251775 REGISTERED 2017 11 10
UTRW - UTILITY RIGHT OF WAY
DOC 1 OF 1 DRR#: E007263 ADR/SLEFEBVR
LINC/S: 0036867547

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

191258837

ORDER NUMBER: 43117731

ADVISORY

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**RK (EAST VILLAGE) INC.
OF C/O RIOCAN REAL ESTATE INVESTMENT TRUST
2300 YONGE STREET
SUITE 500, BOX 2386
TORONTO
ONTARIO M4P 1E4**

(hereinafter referred to as "the Grantor") being the registered owner of all those certain lands situate in the Province of Alberta, and more particularly described as follows, namely:

**PLAN 1512633
BLOCK 131
LOT 1
CONTAINING 1.0980 HECTARES(2.71 ACRES) MORE OR LESS
EXCEPTING THEREOUT:**

	HECTARES (ACRES) MORE OR LESS
A) PLAN 1910786 ROAD	0.013 0.03

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Lands")

DOES HEREBY in consideration of the sum of one (\$1.00) dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, GIVE, GRANT, TRANSFER AND MAKE OVER unto **ENMAX Power Corporation**, a Corporation having its Head Office at 141 50TH Avenue S.E., in the City of Calgary, in the Province of Alberta, (hereinafter referred to as "the Grantee") the right and privilege of an exclusive right-of-way in, through and over the following lands, namely:

**THOSE PORTIONS OF THE ABOVE SAID LOT 1 THAT LIE WITHIN THE STRATA UTILITY
RIGHT OF WAY AS SHOWN ON PLAN 191 2521**



(hereinafter referred to as "the right-of-way") for the purpose of installing, placing and taking out, reinstalling, replacing, connecting, constructing, repairing, maintaining, inspecting, and operating electrical distribution lines and electrical transformers or any of them together with the usual and ordinary appurtenances thereto (hereinafter referred to as "the utility line or lines") to be installed by means of conduits and related equipment in the right of way, and together with the right to affix such in, to or on the structure enclosing said right of way the said right and privilege being subject to the following terms and conditions which are hereby agreed upon by and between the Grantee and the Grantor, namely:

1. The term "the Grantee" wherever used in these presents shall include and shall be interpreted to mean ENMAX Power Corporation and the nominees or appointees of the Grantee.
2. The right-of-way hereby granted shall be for such length of time as the utility line or lines are required by the Grantee.
3. The Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to have ingress, egress and to pass and re-pass in, upon and through the right-of-way and to cross over the balance of the Lands to access the right-of-way together with all of the tools and equipment necessary to remain on the right-of-way for all purposes of installing, placing and taking out, reinstalling, replacing, connecting, constructing, repairing, maintaining, and inspecting the utility line or lines.
4. The Grantee in carrying out any of the aforesaid operations will do so in a good and workmanlike manner and do as little damage and cause minimum inconvenience to the owner or occupier of the said lands, as is possible.
5. The Grantor will not permit the structure, or the sidewalls and roof associated with the aforementioned unit, to be used or altered in such a way as to obstruct the right of way or as to prevent the Grantee from efficiently carrying out the operations permitted to be done by it under this agreement.

6. The Grantee will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of actions, costs or sums of money that the Grantor may suffer or be put to by reason of anything done by the Grantee in the exercise of the rights and privileges herein granted.
7. This right-of-way and the covenants herein granted are and shall be covenants running with the land.
8. The rights, privileges and obligations hereunder shall extend to and shall be binding upon ENMAX Power Corporation, its successors and assigns, and upon the Grantor its successors and assigns.
9. The parties acknowledge and agree that this agreement may be registered against title to the Lands by way of caveat.

IN WITNESS WHEREOF, **ENMAX Power Corporation** has hereunto caused its corporate seal to be affixed, attested by the hands of its proper officers in this behalf and the Grantor has hereunto caused its corporate seal to be affixed, attested by the hands of its proper officers in this behalf, at Calgary, in the Province of Alberta this 2 day of October, 2019.

ENMAX Power Corporation

ENMAX POWER CORPORATION	
LAND	
AS TO FORM SOLICITORS	


Andre van Dijk P.Eng. MBA
 VP, Power Delivery Customer Service and System Operations

SIGNED, and SEALED at Toronto
 in the Province of Ontario
 this 29th day of October A.D., 2019

RK (EAST VILLAGE) INC.
OF C/O RIOCAN REAL ESTATE
INVESTMENT TRUST

BY:


Andrew Duncan
 Senior Vice President, Development





191258837 REGISTERED 2019 12 19
UTRW - UTILITY RIGHT OF WAY
DOC 2 OF 2 DRR#: A0E4750 ADR/DSLUMSKI
LINC/S: 0038305315

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

201056749

ORDER NUMBER: 43117731

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CAVEAT FORBIDDING REGISTRATION

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT **RK (EAST VILLAGE) INC.** (the "**Caveator**") of Yonge Eglinton Centre, 2300 Yonge Street, Suite 500, P.O. Box 2386, Toronto, ON M4P 1E4, claims an interest pursuant to an Easements, Covenants and Restrictions Agreement dated the 15th day of January, 2020 (the "**ECR**"), a copy of which is attached hereto, in the lands described as follows:

Firstly:

PLAN 2010596
BLOCK 131
STRATA LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

Secondly:

PLAN 2010596
BLOCK 131
STRATA LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS

Thirdly:

PLAN 2010596
BLOCK 131
STRATA LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS

standing in the register in the name of **RK (EAST VILLAGE) INC.** and it forbids the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the certificate of title is expressed to be subject to its claim.

All capitalized words and phrases used in this caveat but not otherwise defined shall have the meaning ascribed to them in the ECR and nothing contained in this caveat is intended to limit the rights of the parties under the ECR.

Without limitation, the Caveator, as owner of the lands described above, claims an interest in such lands pursuant to and by virtue of the ECR which, inter alia, provides for:

1. the granting, use, enjoyment, maintenance, repair and replacement of various Easements over the Easement Areas on a mutual joint and shared basis to ensure the integrated use and operation of the Project, all as defined, shown and described in the ECR;
2. the provision of all required Easements of lateral, subjacent or other means of support for all Common Foundations and other structures and improvements comprising the Project, as defined and described in the ECR;
3. the provision of all required Easements, to facilitate and govern the use, operation and

maintenance, replacement and repair of all Utility Systems, Shared Services or Shared Facilities comprising all or any part of the Project as defined and described in the ECR;

4. the provision of cost allocation and cost sharing mechanisms in relation to all requirements for the maintenance, repair and replacement of all Easement Areas, Shared Services and Shared Facilities as set forth and described in the ECR; and
5. the provision of any Easements, party wall agreements or other terms or conditions required for the provision of certain shared firewalls within the Project in order to meet the requirements of the Safety Codes Act and the Alberta Building Code, as set forth and described in the ECR.

The Caveator designates the following address as the place at which notices and proceedings relating hereto may be served:

RK (EAST VILLAGE) INC. of Yonge Eglinton Centre, 2300 Yonge Street, Suite 500, P.O. Box 2386, Toronto, ON M4P 1E4.

and to:

THE CITY OF CALGARY, Law Department, 12th floor, 800 Macleod Trail S.E., Calgary, AB, T2P 2M5.

IN WITNESS WHEREOF the Caveator has subscribed its name this 20th day of January, 2020.

RK (EAST VILLAGE) INC., by its agents, Bishop & McKenzie LLP

Per: _____



Derek R. Elliott


AFFIDAVIT IN SUPPORT OF CAVEAT

I, Derek R. Elliott, of the City of Calgary, in the Province of Alberta, Barrister and Solicitor, MAKE OATH AND SAY THAT:

1. I am an agent for the within named Caveator.
2. I believe that the Caveator has a good and valid claim on the lands. This Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with the lands.

SWORN BEFORE ME at the City of
Calgary, in the Province of Alberta,
this 20th day of January, 2020.


A COMMISSIONER FOR OATHS in
and for the Province of Alberta


Derek R. Elliott

CHELSEY MACKAN
A Commissioner for Oaths in and for
the Province of Alberta
My Commission Expires November 29, 2022

THE SHOPS AT EAST VILLAGE

CALGARY, ALBERTA

RETAIL AND RESIDENTIAL MIXED USE PROJECT

EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT ("ECR")

THE SHOPS AT EAST VILLAGE
EASEMENTS, COVENANTS AND RESTRICTIONS
AGREEMENT ("ECR")

SUMMARY OF PROVISIONS

This Summary is for the purposes of convenience of reference and review only. It is intended to provide a brief overview of certain material terms of the ECR Agreement. In all instances, the specific provisions and full text of the ECR Agreement govern the interpretation and enforcement of this Agreement. In the event of any conflict or ambiguity between the terms of this Overview Summary and the specific provisions of this ECR Agreement, then the specific provisions of the ECR Agreement shall govern. Words capitalized and not defined in this Summary shall have the same meaning as set forth in this Agreement.

1. Definitional Terms for Summary Purposes Only:

- (a) **City** - The City of Calgary.
- (b) **Developer** – the Residential Developer and the Retail Developer, collectively.
- (c) **Dominant Lots** – those Strata Lots which have the benefit of an Easement under this ECR Agreement.
- (d) **Easement** – a right, privilege or entitlement granted over or in respect of all or a portion of the Servient Lots in favour of the Dominant Lots.
- (e) **Grantees** – Owners of the Dominant Lots benefiting from an Easement.
- (f) **Grantors** – Owners of the Servient Lots burdened by an Easement.
- (g) **Other Owners** – all applicable Owners other than the Owner granting the specific right or Easement.
- (h) **Owners** – all owners of the Strata Lots and Owner means any one owner of a Strata Lot.
- (i) **Phase 1 Residential Development** – the residential development to be constructed upon Strata Lot 2.
- (j) **Phase 2 Residential Development** – the residential development to be constructed upon Strata Lot 1.
- (k) **Plans** – those architectural plans and drawings prepared by Gibbs Gage Architects and attached as Schedule D to this ECR Agreement.
- (l) **Residential Developer** – Embassy Bosa Inc.

- (m) **Residential Development** – the Phase 1 Residential Development and the Phase 2 Residential Development, collectively.
- (n) **Retail Developer** – RK (East Village) Inc.
- (o) **Retail Development** – the retail development to be constructed upon Strata Lot 3.
- (p) **Servient Lots** – those Strata Lots or the applicable portions thereof which are made subject to and burdened by an Easement under this ECR Agreement.
- (q) **Shared Facilities** – those Easement Areas, locations and facilities set out in Schedule C of this Agreement, including, without limitation, the Common Foundation, together with the Shared Meter Room, Emergency Equipment and Shared Utility Systems.
- (r) **Strata Lot 2 [PHASE 1 RESIDENTIAL]** – Strata Lot 2, Block 131, Plan 2010596 (Residential Tower – to be constructed in Phase I).
- (s) **Strata Lot 1 [PHASE 2 RESIDENTIAL]** – Strata Lot 1, Block 131, Plan 2010596 (Residential Tower – to be constructed in Phase II).
- (t) **Strata Lot 3 [RETAIL]** – Strata Lot 3, Block 131, Plan 2010596 (Retail – to be constructed in Phase I).
- (u) **Strata Lots** – collectively, Strata Lot 2 [PHASE 1 RESIDENTIAL], Strata Lot 1 [PHASE 2 RESIDENTIAL] and Strata Lot 3 [RETAIL] including all buildings, structures and improvements therein from time to time.
- (v) **Strata Subdivision Plan** – Strata Subdivision Plan _____ to be registered over Lot 1, Block 131, Plan 151 2633, creating the Strata Lots.

2. Easements of Support

- (a) Easement of support by the Owner of Strata Lot 3 [RETAIL] in favour of the Other Owners.
- (b) Easement of support by the Owner of Strata Lot 2 [PHASE 1 RESIDENTIAL] in favour of the Other Owners.
- (c) Easement of support by the Owner of Strata Lot 1 [PHASE 2 RESIDENTIAL] in favour of the Other Owners.
- (d) Each Owner has the right to inspect the other Strata Lots to confirm adequate support and has right to take action to ensure support if the granting Owner is not taking appropriate action.
- (e) These Easements are general grants of Easement such that no formal easement plans need to be prepared or registered at Land Titles.

3. **Easements for Shared Facilities**

- (a) Grant by the Owner of Strata Lot 3 [RETAIL] in favour of the Other Owners of an Easement for Shared Facilities going through Strata Lot 3 [RETAIL].
- (b) Grant by the Owner of Strata Lot 2 [PHASE 1 RESIDENTIAL] in favour of the Other Owners of an Easement for Shared Facilities going through Strata Lot 2 [PHASE 1 RESIDENTIAL].
- (c) Grant by the Owner of Strata Lot 1 [PHASE 2 RESIDENTIAL] in favour of the Other Owners of an Easement for Shared Facilities going through Strata Lot 1 [PHASE 2 RESIDENTIAL].
- (d) Each Grantor is obligated to repair, maintain and rebuild any Shared Facilities, or any portion or component thereof located within the property boundaries of its respective Strata Lot.
- (e) Each Grantee has the right to rectify a default if any Shared Facilities are not properly repaired and maintained by the Owner of the Strata Lot in which they are located including the right to recover costs of such repairs.
- (f) Wherever possible separate metering for utilities (i.e. gas, water, electricity) is provided for each Strata Lot. If required, there will be an equitable allocation of utility charges where separate metering is not available, including, without limitation, in the Parkade.
- (g) Without derogating from the foregoing general grants of Easement, certain specific Easement Areas are more particularly described in Section 4 and shown on the Plans referenced therein.

4. **Grants of Specific Easements:** All numeric, alphabetic or name references are to the specified area, corridor or room as identified on the Plans. The following specific grants of Easement are granted by each Owner of a Strata Lot comprising Servient Lots. The specific grants of Easement are further delineated and described in the ECR Agreement and, in particular, on the Plans.

(A) **Grant of Specific Easements by Owner of Strata Lot 2 [PHASE 1 RESIDENTIAL]:**

- (i) **In favour of Strata Lot 1 [PHASE 2 RESIDENTIAL]** the non-exclusive Easement of access to the Shared Facilities within or upon Strata Lot 2, together with the non-exclusive Easement of pedestrian and/or vehicular access, as appropriate, for the Owner of Strata Lot 1 over and through the following specific Easement Areas located in Strata Lot 2:
 - (a) Parkade level P4 (Those areas designed for vehicular and/or pedestrian access, including, without limitation, the drive aisles as shown within area "P430" and vestibule as shown within area "P403A" on the Plans);

- (b) Parkade level P4 (Areas outlined and entitled "P403", "P431" and "PARKADE EXHAUST SHAFT" on the Plans);
 - (c) Parkade level P3 (Those areas designed for vehicular and/or pedestrian access, including, without limitation, the drive aisles as shown within area "P330" and vestibule as shown within area "P303A" on the Plans);
 - (d) Parkade level P3 (Areas outlined and entitled "P303", "P331", "P332" and "PARKADE EXHAUST SHAFT" on the Plans);
 - (e) Parkade level P2 (Areas outlined and entitled "PARKADE EXHAUST SHAFT", "RAMP ACCESS TO P3", "VISITOR PARKING" and "P234" on the Plans);
 - (f) Mechanical Mezzanine level (Area outlined and entitled "M304" on the Plans);
 - (g) Main Floor level (Areas outlined and entitled "118", "131" and "144" on the Plans); and
 - (h) Level 3 Podium Roof (Areas outlined and entitled "EAST TOWER GREEN ROOF", "AMENITY" and "AMENITY GREEN ROOF" on the Plans).
- (ii) **In favour of Strata Lot 3 [RETAIL]** the non-exclusive Easement of access to the Shared Facilities within or upon Strata Lot 2, together with the non-exclusive Easement of pedestrian and/or vehicular access, as appropriate, for the Owner of Strata Lot 3 over and through the following specific Easement Areas located in Strata Lot 2:
- (a) Parkade level P2 (Area outlined and entitled "PARKADE EXHAUST SHAFT" on the Plans);
 - (b) Parkade level P1 (Areas outlined and entitled "EP101" and "EP102" on the Plans);
 - (c) Main Floor level (Areas outlined and entitled "E101" on the Plans); and
 - (d) Level 3 (Those areas designed for pedestrian access on, over and within the areas outlined and entitled "EAST TOWER GREEN ROOF", "AMENITY" and "AMENITY GREEN ROOF" on the Plans to access the roof and roof membrane of the Retail Development).

(B) Grant of Specific Easements by Owner of Strata Lot 1 [PHASE 2 RESIDENTIAL]:

- (i) In favour of Strata Lot 2 [PHASE 1 RESIDENTIAL]** the non-exclusive Easement of access to the Shared Facilities within or upon Strata Lot 1, together with the non-exclusive Easement of pedestrian and/or vehicular access, as appropriate, for the Owner of Strata Lot 2 over and through the following specific Easement Areas located in Strata Lot 1:

 - (a) Parkade level P4 (Those areas designed for vehicular and/or pedestrian access, including, without limitation, the drive aisles as shown within area "P430" and vestibules as shown within area "P401A", "P402A" and "P404A" on the Plans);
 - (b) Parkade level P4 (Areas outlined and entitled "P401", "P402" and "P404" on the Plans);
 - (c) Parkade level P3 (Those areas designed for vehicular and/or pedestrian access, including, without limitation, the drive aisles as shown within area "P330" and vestibules as shown within area "P301A", "P302A", "P302B" and "P304A" on the Plans);
 - (d) Parkade level P3 (Areas outlined and entitled "P301", "P302", "P304" and "PARKADE AIR INTAKE SHAFT" on the Plans);
 - (e) Parkade level P2 (Areas outlined and entitled "PARKADE AIR INTAKE SHAFT" and "P201" on the Plans);
 - (f) Parkade level P1 (Area outlined and entitled "BIKE MEZZANINE EMERGENCY EXIT SECURE AREA – STRATA LOT 1" on the Plans);
 - (g) Bike Mezzanine Level (Areas outlined and entitled "WEST TOWER STAIR", "RESIDENTIAL BICYCLE PARKING", "EMERGENCY EXIT", "RESIDENTIAL SECURITY OFFICE" and "DN" on the Plans); and
 - (h) Level 3 Podium Roof (Areas outlined and entitled "WEST PODIUM ROOF" and areas on Strata Lot 1 outlined and entitled "PODIUM ROOF" on the Plans).
- (ii) In favour of Strata Lot 3 [RETAIL]** the non-exclusive Easement of access to the Shared Facilities within or upon Strata Lot 1, together with the non-exclusive Easement of pedestrian and/or vehicular access, as appropriate, for the Owner of Strata Lot 3 over and through the following specific Easement Areas located in Strata Lot 1:

 - (a) Parkade level P2 (Area outlined and entitled "PARKADE AIR INTAKE SHAFT" on the Plans);

- (b) Parkade level P1 (Areas outlined and entitled "WP101" and "WP102" on the Plans);
- (c) Bike Mezzanine Level (Area outlined and entitled "WEST TOWER STAIR" on the Plans);
- (d) Main Floor level (Those areas designed for pedestrian access including the vestibule as shown within area "W103" on the Plans);
- (e) Main Floor level (Area outlined and entitled "W101" on the Plans; and
- (f) Level 3 Podium Roof (Those areas designed for pedestrian access on, over and within the "WEST PODIUM ROOF" and areas on Strata Lot 1 outlined and entitled "PODIUM ROOF" to access the roof and roof membrane of the Retail Development).

(C) Grant of Specific Easements by Owner of Lot 3 [RETAIL]:

- (i) **In favour of Strata Lot 2 [PHASE 1 RESIDENTIAL]** the non-exclusive Easement of access to the Shared Facilities within or upon Strata Lot 3, together with the non-exclusive Easement of pedestrian and/or vehicular access, as appropriate, for the Owner of Strata Lot 2 over and through the following specific Easement Areas located in Strata Lot 3:
 - (a) Parkade level P2 (Areas outlined and entitled "SHARED ACCESS", "SHARED VISITOR PARKING", "RAMP", "P202", "P203", "P202A" and "P204" on the Plans);
 - (b) Parkade level P1 (Areas outlined and entitled "P131", "P132", "PARKADE EXHAUST SHAFT", "ENMAX WELL", "PARKADE AIR INTAKE SHAFT", "RAMP", "SHARED ACCESS P1-P2", "SHARED ACCESS L01-P1", "P101", "P102", "P103" and "P104" on the Plans);
 - (c) Bike Mezzanine level (Areas outlined and entitled "RAMP DN", "PARKADE ENTRY RAMP", "PARKADE ENTRANCE" and "STAIR #4" on the Plans);
 - (d) Main Floor level (Areas outlined and entitled "133", "134", "E111", "137", "103", "141", "106", "104", "102", "101", "125", "LOADING CIRCULATION" and "PARKADE AIR INTAKE SHAFT" on the Plans);
 - (e) Exit Mezzanine level (Areas outlined and entitled "STAIR #6 EXIT MEZZANINE" and "2ND EXIT FROM EAST TOWER (LOT 2)" on the Plans);

- (f) Level L2 (Areas outlined and entitled "PARKADE EXHAUST SHAFT", "PARKADE INTAKE SHAFT", "2ND EXIT FROM EAST TOWER (LOT 2)", "202", "204" and "206" on the Plans);
 - (g) Mechanical Mezzanine level (Areas outlined and entitled "PARKADE EXHAUST SHAFT", "M301", "M302", "M303", "M308" and "M309" on the Plans); and
 - (h) Level 3 Podium Roof (Areas outlined and entitled "COOLING TOWERS", "SERVICE ACCESS PATH", "301" and "304" on the Plans).
- (ii) **In favour of Strata Lot 1 [PHASE 2 RESIDENTIAL]** the non-exclusive Easement of access to the Shared Facilities within or upon Strata Lot 3, together with the non-exclusive Easement of pedestrian and/or vehicular access, as appropriate, for the Owner of Strata Lot 1 over and through the following specific Easement Areas located in Strata Lot 3:
- (a) Parkade level P2 (Areas outlined and entitled "SHARED ACCESS", "SHARED VISITOR PARKING", "RAMP", "P202", "P202A", "P203" and "P204" on the Plans);
 - (b) Parkade level P1 (Areas outlined and entitled "P131", "P132", "PARKADE EXHAUST SHAFT", "ENMAX WELL", "PARKADE AIR INTAKE SHAFT", "RAMP", "SHARED ACCESS P1-P2", "SHARED ACCESS L01-P1", "RETAIL AND WEST TOWER WATER METER ROOM", "P101", "P102", "P103", "P104" and "P109" on the Plans);
 - (c) Bike Mezzanine level (Areas outlined and entitled "RAMP DN", "PARKADE ENTRY RAMP", "PARKADE ENTRANCE" and "STAIR #4" on the Plans);
 - (d) Main Floor level (Areas outlined and entitled "103", "141", "104", "102", "101", "LOADING CIRCULATION", "PARKADE AIR INTAKE SHAFT", "112", "105", "119" and "125" on the Plans);
 - (e) Exit Mezzanine level (Areas outlined and entitled "EXIT MEZZANINE CORRIDOR" and "2ND EXIT FROM WEST TOWER (LOT 1)" on the Plans);
 - (f) Level L2 (Areas outlined and entitled "PARKADE EXHAUST SHAFT", "PARKADE INTAKE SHAFT", "201", "202", and "204" on the Plans);
 - (g) Mechanical Mezzanine level (Areas outlined and entitled "PARKADE EXHAUST SHAFT", "M301", "M302", "M303", "M308" and "M309" on the Plans); and

- (h) Level 3 (Areas outlined and entitled "COOLING TOWERS", "SERVICE ACCESS PATH", "301" and "304" on the Plans).

(D) Phasing/Cost Sharing

The Owners and all successors in title thereto acknowledge that the Project is to be constructed in separate phases with the Retail Development, the Phase 1 Residential Development and the Phase 2 Residential Development to be constructed and/or completed on future dates. All Costs for the use of any Easement Area, Utility System or Shared Facility shall be calculated, proportioned and adjusted to recognize that no costs shall be payable by the Owner of Strata Lot 1 in respect of such Easement Areas, Utilities or Shared Facilities until such time as legal title to Strata Lot 1 has been conveyed to the Residential Developer.

END OF SUMMARY

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SCHEDULES

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EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT

This ECR Agreement is dated for reference the 15th day of January, 2020.

BETWEEN:

RK (EAST VILLAGE) INC., a body corporate with an office at the City of Toronto in the Province of Ontario in its capacity as registered owner of Plan _____ Block 131, Strata Lot 3

OF THE FIRST PART

- and -

RK (EAST VILLAGE) INC., a body corporate with an office at the City of Toronto in the Province of Ontario in its capacity as registered owner of Plan _____ Block 131, Strata Lot 2

OF THE SECOND PART

- and -

RK (EAST VILLAGE) INC., a body corporate with an office at the City of Toronto in the Province of Ontario in its capacity as registered owner of Plan _____ Block 131, Strata Lot 1

OF THE THIRD PART

- and -

THE CITY OF CALGARY a municipal corporation under the laws of the Province of Alberta, in its capacity as a regulatory authority

OF THE FOURTH PART

WHEREAS RK (East Village) Inc. is the registered owner of the Lands as defined herein;

AND WHEREAS RK (East Village) Inc., as the Retail Developer, has undertaken the construction and development of Phase 1 of the Project on the Lands;

AND WHEREAS the Retail Developer has received approval from the City of Calgary Planning Commission as approving authority for the Strata Subdivision Application of the Lands into Strata Lot 3 [RETAIL], Strata Lot 2 [PHASE 1 RESIDENTIAL] and Strata Lot 1 [PHASE 2 RESIDENTIAL];

AND WHEREAS it is a condition of approval by the City of the Strata Subdivision Plan that RK (East Village) Inc., as initial owner of all of the Strata Lots, enter into this Agreement concurrently with the registration of the Strata Subdivision Plan to provide for the various cross mutual access

easements and shared facility arrangements that are necessary to ensure the integrated use and operation of the Project;

AND WHEREAS it is intended that the Retail Development will be constructed within Strata Lot 3 [RETAIL];

AND WHEREAS it is intended that the Retail Developer shall undertake the construction and development of the Retail Development;

AND WHEREAS it is intended that Residential Tower 1 will be constructed within Strata Lot 2 [PHASE 1 RESIDENTIAL];

AND WHEREAS it is intended that Residential Tower 2 will be constructed within Strata Lot 1 [PHASE 2 RESIDENTIAL];

AND WHEREAS except for any portion of Residential Tower 1 or Residential Tower 2 that forms part of Phase 1 of the Project, it is intended that the Residential Developer shall undertake the construction and development of Residential Tower 1 and Residential Tower 2;

AND WHEREAS the Retail Developer wishes to provide certain required easements of support, specific utility easements and various other access easements between and among the Strata Lots in regard to certain structures, utilities, equipment and other facilities that are shared by and between the Strata Lots and to further provide for the mutual use, maintenance, repair, replacement and cost sharing of certain of the expenses related to any Shared Facilities and Shared Services, as defined herein;

AND WHEREAS Section 68 of the *Land Titles Act*, R.S.A. 2000, Chapter L-4 provides that an owner may grant an easement or restrictive covenant for the benefit of land that the owner owns and against land that the owner owns, which easement or restrictive covenant may be registered pursuant to the provisions of the *Land Titles Act*.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Ten (\$10.00) dollars and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged and of the mutual covenants and conditions herein contained, the parties hereby covenant and agree as follows:

ARTICLE 1 DEFINITIONS

1.1 In this Agreement, unless a contrary intention is expressed, the following terms shall have the following meanings:

(a) "Acceptable Standards" shall mean:

- (i) with respect to any equipment, device, apparatus or system: efficient and safe operation with respect to its intended purpose and in accordance with the standards specified by its manufacturer/supplier and prescribed by any applicable laws, regulations and by-laws; and

- (ii) with respect to any building structure, element, part or component not included in Article 1.1(a)(i): good repair and maintenance, in compliance with the Development Permit and having regard to the standards maintained by a prudent owner of a comparable building of comparable age;
- (b) "**Act**" shall mean the *Condominium Property Act*, R.S.A. 2000, c. C 22, as amended, restated, consolidated or replaced from time to time, and any regulations passed pursuant thereto;
- (c) "**Agreement**" shall mean this Easement, Covenants and Restrictions Agreement and "**ECR**" or "**ECR Agreement**" means this Agreement;
- (d) "**Allocated Share**" shall mean the proportionate amounts of the Common Expenses which have been specifically allocated between the Owners pursuant to Schedule C of this Agreement;
- (e) "**Amenity Area**" has the meaning ascribed to that term in Section 3.7 of this Agreement;
- (f) "**Arbitration**" shall mean arbitration proceedings conducted in accordance with Article 11 of this Agreement;
- (g) "**City**" means The City of Calgary, a Municipal Corporation in its capacity as a development authority and subdivision authority under the *Municipal Government Act*, R.S.A. 2000, c.M-26 and as an accredited municipality for the purposes of administering the *Safety Codes Act*, R.S.A. 2000, c.S-1;
- (h) "**Common Expenses**" mean all those costs and expenses incurred by an Owner in respect of the operation, management, repair, maintenance and replacement of one or more Shared Facilities or incurred by an Owner in the provision of a Shared Service as more particularly described in Article 5.4 hereof;
- (i) "**Common Foundation**" means the foundation structure for the Project which includes:
 - (i) the external walls and all supporting walls, pillars, columns and footings;
 - (ii) any wall or other vertical or horizontal structure on or adjacent to any border between the Strata Lots and so located either as a demarcation of such border or to support parts of the structures of the Project or equipment servicing the Project, including side and cross beams;
 - (iii) all floors and roof slabs bordering between any Strata Lots; and
 - (iv) any component of a Strata Lot necessary for the support of any part of any other Strata Lot;
- (j) "**Common Foundation Work**" has the meaning ascribed to that term in Section 3.1(b)(i) of this Agreement;

- (k) **"Condominium"** means all of the condominium units and common property to be formed by the registration of and set forth on the Condominium Plan;
- (l) **"Condominium Plan"** means a condominium plan registered pursuant to the provisions of the Act in respect of any one or more of the Strata Lots;
- (m) **"Condominium Units"** means any one or more condominium units created by the registration of a Condominium Plan registered in respect of any one or more of the Strata Lots;
- (n) **"Costs"** means those costs of maintenance, repair and replacement of any Services, Shared Services, Easement Area, Utility System or Shared Facility as described in Sections 5.2 and 5.3 hereof;
- (o) **"Developer"** means the Retail Developer and the Residential Developer, collectively;
- (p) **"Development Permit"** means development permit DP2014-4997 as granted by the City;
- (q) **"Disputing Owner"** has the meaning ascribed to that term in Section 5.6 of this Agreement;
- (r) **"Dominant Lots"** means any one or all of Strata Lot 3 [RETAIL], Strata Lot 2 [PHASE 1 RESIDENTIAL] and Strata Lot 1 [PHASE 2 RESIDENTIAL], as the case may be, which is in accordance with the terms of this Agreement, conferred the benefit or privilege of an Easement herein;
- (s) **"Easement"** means the non-exclusive, full, free and uninterrupted right, liberty, privilege, entitlement and easement which is granted pursuant to the terms hereof by an Owner of a Servient Lot to and in favour of the Other Owners of a Dominant Lot, for the benefit thereof and appurtenant thereto, for the use and enjoyment of the Other Owners and their respective lessees, employees, licensees and invitees and including, but not limited to, any party or parties acquiring a subsequent successor title interest in the Dominant Lot, whether by registration of a further strata subdivision plan, a Condominium Plan, including a Condominium Corporation constituted thereby, or otherwise;
- (t) **"Easement Areas"** means those areas of the Project which are described as easement areas pursuant to any terms or provisions of this Agreement including but not limited to those easement areas described in Article 3 hereof, the Summary, the Plans and any specific and separate grants of easement contemplated under this Agreement;
- (u) **"Emergency Equipment"** means all Utility Systems or Improvements located within any Strata Lot which are designed and intended to provide services to the Project during the occurrence of an emergency situation or which are designed to prevent or inhibit the occurrence of any emergency situation which include but are not limited to any life safety systems, sprinkler systems, alarm systems, emergency

lighting, emergency electrical generators, emergency fire pumps, fire exiting staircases, corridors and doors, fire-fighting equipment and all similar or other related emergency life-saving improvements and equipment;

- (v) **"Encroachment"** has the meaning ascribed to that term in Section 17.1 of this Agreement;
- (w) **"Firewall"** means, as the case may be, concrete or masonry construction with a minimum 2 hour fire resistance rating or such other fire separation improvement or system which is determined by the Regulatory Authority as satisfying the requirements of the Alberta Building Code 2006, A.R. 11/2007;
- (x) **"Force Majeure"** means an event causing a bona fide delay, notwithstanding the commercially reasonable best efforts of the Owner delayed with respect thereto, in the performance of any obligations under this Agreement arising from causes beyond the reasonable control of such Owner including strike, lockout, riot government restrictions, insurrection, war, fire, tempest, act of God, abnormally adverse weather conditions or lack of material and provided that the lack or shortage of funds or other financial incapacity shall not constitute such an event;
- (y) **"Grantee"** means the registered owners from time to time of the Dominant Lots, or any portion thereof, and their servants, tenants, agents, and assigns and any subsequent purchasers and/or transferees of the Dominant Lots, or any portion thereof;
- (z) **"Grantor"** means the registered owners from time to time of the Servient Lots, or any portion thereof, and their servants, tenants, agents, and assigns and any subsequent purchasers and/or transferees of the Servient Lots, or any portion thereof;
- (aa) **"Improvements"** means any buildings, structures, foundations, works, improvement, landscaping, Utility Systems or mechanical systems now or hereafter constructed, erected or installed on or within a Strata Lot (including, without limiting the generality of the foregoing, the columns, brackets, bracings, footings, anchors, foundations, supporting walls, floors and ceilings of the Improvements situated thereon);
- (bb) **"Insurance Policies"** shall mean the policies of property and liability insurance placed and maintained as contemplated in Article 7 of this Agreement;
- (cc) **"Insurance Trustee"** means a trust company authorized to carry on the business of a trust company under the laws of Alberta selected from time to time by the Owners in accordance with Article 7, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to this Agreement;
- (dd) **"Lands"** means, prior to the registration of the Strata Subdivision Plan, the lands described as Plan 151 2633, Block 131, Lot 1, excepting thereout all mines and

minerals, and, following the Registration of the Strata Subdivision Plan, the Strata Lots;

- (ee) **"Major Damage"** means the occurrence of one or more of the following:
 - (i) one of the Residential Developments or the Retail Development is damaged or destroyed to the extent of at least twenty-five percent (25%) of the full replacement cost thereof; or
 - (ii) one of the Residential Developments or the Retail Development is condemned; or
 - (iii) the insurers for any of the Strata Lots, pursuant to policies of insurance maintained in accordance with Article 7 hereof, elect to treat the Improvements on such Strata Lot as a total loss;
- (ff) **"Meter Rooms"** has the meaning ascribed to that term in Section 3.6 of this Agreement;
- (gg) **"Notice of Delay"** has the meaning ascribed to that term in Section 12.10 of this Agreement;
- (hh) **"Notice of Dispute"** has the meaning ascribed to that term in Section 12.10 of this Agreement;
- (ii) **"Other Owners"** means all Owners, other than the specified Owner of the Servient Lot which is granting the Easement provided however, an Owner may be both an **"Owner"** and an **"Other Owner"** if it is concurrently a registered owner of both the Servient Lot granting the Easement and a Dominant Lot benefiting therefrom;
- (jj) **"Owners"** means the owners of the Strata Lots together or individually, as the context may require;
- (kk) **"Parkade"** means, the portion of the Project primarily comprising the below grade parking levels in the Project which, for greater certainty, will comprise portions of both the Residential Development and the Retail Development;
- (ll) **"Permitted Encumbrances"** means in respect of each Strata Lot, the charges and registrations set forth on Schedule A attached hereto;
- (mm) **"Phase 1 of the Project"** means the Parkade, the Retail Development and that part of the Residential Development consisting of the portions of Residential Tower One and Residential Tower Two which comprise residential lobbies, structural penetrations through the podium of the Retail Development and any other areas, in each case, that are to be located at or below the first two storeys of Residential Tower One, all to be constructed by or on behalf of the Retail Developer on and within the Retail Development and portions of Strata Lot 2 [PHASE 1 RESIDENTIAL] and Strata Lot 1 [PHASE 2 RESIDENTIAL], as the case may be, in accordance with the Development Permit;

- (nn) **"Plans"** means those plans prepared by Gibbs Gage dated for reference the 30th day of July, 2019, collectively attached as Schedule D;
- (oo) **"Prime Rate"** means the prime lending rate established by The Toronto-Dominion Bank from time to time for commercial loans made by it in Canada in Canadian dollars;
- (pp) **"Project"** means collectively all of the Improvements that will be constructed by the Retail Developer and the Residential Developer, as applicable, within the Strata Lots forming The Shops at East Village mixed-use development pursuant to the Development Permit;
- (qq) **"Properties"** or **"Property"** means any one or more of the Strata Lots or individually as the context may require;
- (rr) **"Property Management Service Providers"** means the property manager or the property management company that is providing management services to one or more of the Owners;
- (ss) **"Residential Condominium"** means all of the condominium units and common property to be formed by the registration of and set forth on the Condominium Plan;
- (tt) **"Residential Developer"** means Embassy Bosa Inc. and any successor or assign;
- (uu) **"Residential Development"** means the residential component of the Project consisting of Residential Tower One and Residential Tower Two, to be constructed by the Retail Developer insofar as such portion of the residential component forms part of Phase One of the Project, and the balance of such residential component to be constructed by the Residential Developer within Strata Lot 2 [PHASE 1 RESIDENTIAL] and Strata Lot 1 [PHASE 2 RESIDENTIAL] in accordance with the Development Permit;
- (vv) **"Residential Strata Lot"** means Strata Lot 2 [PHASE 1 RESIDENTIAL] and Strata Lot 1 [PHASE 2 RESIDENTIAL], collectively;
- (ww) **"Residential Tower One"** means the residential condominium tower forming part of the Project and associated service and storage areas together with the related parking therefor comprising part of the Parkade to be constructed on and within Strata Lot 2 [PHASE 1 RESIDENTIAL];
- (xx) **"Residential Tower Two"** means the residential condominium tower forming part of the Project and associated service and storage areas together with the related parking therefor comprising part of the Parkade to be constructed on and within Strata Lot 1 [PHASE 2 RESIDENTIAL];
- (yy) **"Retail Developer"** means RK (East Village) Inc. and any successor or assign;
- (zz) **"Retail Development"** means the commercial component of the Project, consisting of, *inter alia*, a podium of two or more storeys and associated service and storage

areas, together with the parking therefor comprising part of the Parkade to be constructed on and within Strata Lot 3 [RETAIL];

(aaa) **"Roof Deck"** has the meaning ascribed to that term in Section 3.7 of this Agreement;

(bbb) **"Schedules"** means those schedules attached hereto and forming a part hereof as follows:

Schedule A Permitted Encumbrances

Schedule B Owners Form of Assignment and Assumption Agreement

Schedule C Part I – Description of Shared Facilities
Part II - Allocated Share of Common Expenses (Strata Lot 3 and Strata Lot 2)
Part III – Allocated Share of Common Expenses (Strata Lot 3, Strata Lot 2 and Strata Lot 1)
Part IV – Methodologies and Principles Applied to Cost Sharing Allocations

Schedule D Plans

Schedule E Form of Assumption Agreement

(ccc) **"Services"** means and includes water, sanitary sewage, storm and ground water drainage, heat, ventilation, air conditioning, fire protection, gas, electricity, telephone, cable and other communication systems and other similar utilities or services;

(ddd) **"Servient Lots"** means any one or all of Strata Lot 3 [RETAIL], Strata Lot 2 [PHASE 1 RESIDENTIAL] and Strata Lot 1 [PHASE 2 RESIDENTIAL] as the case may be, which is in accordance with the terms of this Agreement made subject to and burdened by an Easement herein;

(eee) **"Shared Facility"** or **"Shared Facilities"** means those Easement Areas, locations and facilities set out in Schedule C of this Agreement, including, without limitation, the Common Foundation, together with the Shared Meter Room, Emergency Equipment and Shared Utility Systems;

(fff) **"Shared Facilities Manager"** has the meaning ascribed to that term in Section 5.5(c) of this Agreement;

(ggg) **"Shared Meter Room"** means the Meter Room located within Strata Lot 3 [RETAIL] and identified on the Plans as room P109, which is designed and intended to provide Services to more than one Strata Lot;

(hhh) **"Shared Services"** means any one or more Services provided by or through a Shared Facility;

- (iii) **"Shared Utility Systems"** means a Utility System located within a Strata Lot which is designed and intended to provide Services to more than one Strata Lot, or which services only one Strata Lot but is located, in whole or in part, outside the boundaries on that Strata Lot;
- (jjj) **"Strata Lot 3 [RETAIL]"** means the lands legally described as Plan _____, Block 131, Strata Lot 3, Excepting Thereout: all mines and minerals;
- (kkk) **"Strata Lot 2 [PHASE 1 RESIDENTIAL]"** means the lands legally described as Plan _____, Block 131, Strata Lot 2, Excepting Thereout: all mines and minerals;
- (lll) **"Strata Lot 1 [PHASE 2 RESIDENTIAL]"** means the lands legally described as Plan _____, Block 131, Strata Lot 1, Excepting Thereout: all mines and minerals;
- (mmm) **"Strata Lots"** means collectively Strata Lot 3 [RETAIL], Strata Lot 2 [PHASE 1 RESIDENTIAL] and Strata Lot 1 [PHASE 2 RESIDENTIAL] and **"Strata Lot"** means any one of them and both shall be deemed to include any Improvements thereon;
- (nnn) **"Strata Subdivision Plan"** means the strata plan of subdivision for the Lands, which has been approved by the City;
- (ooo) **"Summary"** means the summary on pages 1 to 8 inclusive of this Agreement which is deemed incorporated in and forms a part of this Agreement;
- (ppp) **"Survey"** has the meaning ascribed to that term in Section 17.1 of this Agreement; and
- (qqq) **"Utility Systems"** means all Meter Rooms and all equipment or systems necessary for the passage or provision of any Services through or by means of any pipes, air shafts, wires, cables or ducts and appurtenances thereto to the extent which those pipes, air shafts, wires, cables or ducts and appurtenances thereto, including any modifications, replacements or additions which may be made to the Utility Systems from time to time.

ARTICLE 2

BENEFIT AND BURDEN

2.1 The Owners hereby acknowledge and covenant with each other that:

- (a) the principles of reciprocal benefit and burden shall apply to this Agreement, and as such each of the Easements, rights and privileges referred to in this Agreement establishes a basis for the mutual and reciprocal use of certain parts of the Strata Lots including those parts of the Shared Facilities which are intended to be used and enjoyed in common by the Owners; and

- (b) as an integral and material consideration for the continuing enjoyment of and right to the use and enjoyment by each Owner of such Easements, benefits and privileges, each Owner is hereby deemed to accept and agree to assume the burdens and obligations imposed on it and is deemed to be bound by each and every covenant contained in this Agreement.
- 2.2 The provisions of this Agreement are intended to run with the Strata Lots, to the extent that such covenants are able to run with title to the Strata Lots benefited and burdened hereby, and shall be binding on and enure to the benefit of every Owner and their respective successors in title thereto.
- 2.3 Subject to Article 13, upon the sale, transfer or conveyance by any Owner of any Property (i) such Owner shall automatically be released and discharged from any of the liabilities and obligations it would bear hereunder as the Owner of such Property sold, transferred or conveyed, and it shall no longer be liable to any other Owner for any breach of this Agreement caused or occurring subsequent to the date of such sale, transfer or conveyance relating to such Property, and (ii) any purchaser of the Property shall automatically assume such liabilities and obligations insofar as the burden of such liabilities are capable of passing to such person by operation of law.

ARTICLE 3 EASEMENT PROVISIONS

3.1 Mutual Easements of Support

- (a) Each Grantor, as the registered owner of the applicable Servient Lot, hereby grants to each Grantee in favour of the Dominant Lots an Easement over, in and to the Servient Lot owned by each such Grantor for the following purposes:
 - (i) for the Servient Lots and Improvements thereon to provide support to the Dominant Lots and all the Improvements situated thereon including but not limited to any Improvement on the Servient Lots or any addition thereto or replacement thereof which provides lateral, subjacent or other support to any element of a Dominant Lot; and
 - (ii) to enter within the Servient Lots and the Improvements situated thereon, as applicable, to which it is reasonable to have access, upon the expiry of Ten (10) days' notice in writing to the Grantor (except in the case of emergency when no notice shall be required) for the purposes of addressing any issue of lateral, subjacent or other support that may exist, including:
 - (A) inspecting and examining the Servient Lots and the Improvements situated thereon, as applicable, and any other support structures constructed within the Servient Lots in replacement therefore or in addition thereto, to ascertain and determine whether any defect, damage or condition exists or is imminent which has resulted or may result in any loss of support from the Servient Lots, or the

Improvements situated thereon, as applicable, to the Dominant Lots or any other Improvements situate thereon; and

- (B) undertaking any repair, maintenance, replacement or reconstruction to address any condition, defect or damage to the Servient Lots or to the Improvements situated thereon, as applicable, which has resulted in or is likely to result in any loss of support from the Servient Lots, or the Improvements situated thereof, as applicable, to the Dominant Lots or any Improvements situate thereon, except where such defect or damage has been rectified by the Grantor or where the Grantor has commenced and is diligently pursuing such rectification prior to the expiry of the aforesaid notice period, at the sole cost and expense of the Grantor, provided however, should the Grantee undertake such repair, maintenance, replacement or reconstruction, then upon its completion the Grantor shall forthwith pay to the Grantee who undertook such work, the full amount expended in undertaking such repair, maintenance, replacement or reconstruction, subject always to the applicable provisions of this Agreement.

The Grantor agrees with the Grantee that the Grantor shall ensure that no condition exists at any time in or upon the Servient Lots which may in any manner interfere with the support of the Improvements on any part of the Dominant Lots and, without limiting the foregoing, the Grantor will maintain the Servient Lots, and the Improvements situated thereon, as applicable, in good condition and repair at its sole cost and expense and will not remove any earth, rock, concrete, steel, brick, lumber or other material or any constituent part of such support without providing or ensuring sufficient or equivalent alternate support for the Dominant Lots and all such Improvements situate thereon.

- (b) No Owner of a Strata Lot shall:
 - (i) relocate, remove, replace, alter or damage any part of the Common Foundation or the soil or any structure supporting same (each of the foregoing, "**Common Foundation Work**"), in any respect without the express written consent of the Other Owners, which consent shall not be unreasonably withheld, provided that it shall be considered reasonable for the Other Owners to withhold their consent if the Owner who is proposing the Common Foundation Work does not first deliver to the Other Owners a report from a nationally recognized structural engineer confirming that the scope of the proposed Common Foundation Work will not threaten, impair or jeopardize any right of support granted in this Agreement; or
 - (ii) do nor omit to do anything to impair any right of support granted in this Agreement, or to render unstable or unsafe any portion of the Common Foundation or any structure, foundation, supporting column, footing, wall or roof or floor slab of the other.

3.2 General Grant of Easements for Utilities Systems

- (a) Each Grantor, as the registered owner of the applicable Servient Lot, hereby grants to each Grantee in favour of the Dominant Lots an Easement over, in and to the Servient Lot owned by each such Grantor for the purposes of accommodating, operating, maintaining, repairing and replacing, as necessary from time to time, the Shared Utility Systems and the provision of the Services thereby to the respective Properties. The Easement granted pursuant to this Article 3.2(a) shall be conclusively deemed to be extended to include any required rights of access to such Shared Utility Systems as may be described in Article 3.6(c) hereof.
- (b) The parties hereto confirm and acknowledge that the Strata Lots have certain functional inter-dependencies and certain Utility Systems servicing any one or more of the Strata Lots may be located outside of such Strata Lot, although intended to serve the Strata Lot. Each Owner of a Strata Lot expressly acknowledges and agrees that some of the Utility Systems are, by their design and functional operational properties intended to be Shared Utility Systems between or among one or more of the Strata Lots. Such Shared Utility Systems shall be maintained and operated as a single system in accordance with all applicable legislation and relevant codes regardless of the separate ownership of the Strata Lots. Accordingly, each Owner of a Strata Lot expressly acknowledges and agrees that by virtue of the unique relationship between and among the Strata Lots, they shall act promptly and in good faith to ensure close communication and co-operation on a continuing and ongoing basis on all matters related to this Agreement.
- (c) Each Owner of a Strata Lot expressly acknowledges and agrees that in the event the Project is in breach of any legislation, including but not limited to the *Safety Codes Act*, R.S.A. 2000, C.S-1, the applicable Building Code or the Fire Code, all as amended from time to time, all parties will be named in any order to bring the Project into compliance regardless of whatever cost sharing arrangements would be applicable.
- (d) Each Owner of a Strata Lot shall be provided with as-built drawings of their respective Improvements by the applicable Developer showing the Shared Facilities and Utility Systems in order to facilitate future maintenance and repairs thereto. Each Owner of a Strata Lot agrees that no Shared Facility, including, without limitation, a Shared Utility System shall be altered by any of them if such alteration affects, in any material way, the provision of Services to any other Strata Lot, without first obtaining the written consent from the Other Owners, in addition to any approval required from an authority having jurisdiction. Additionally, the party who caused the alteration of the Shared Facilities, including, without limitation, a Shared Utility System shall provide updated "as built plans" to the Other Owner for their records.

3.3 Specific Grant of Easements

- (a) Each Grantor, as the registered owner of the applicable Servient Lot, hereby grants to each Grantee in favour of the Dominant Lots each of the specific Easements set

forth and described in Article 4 of the Summary and the Plans referred to therein over, in and to the Servient Lot owned by each such Grantor for the purposes set forth in Article 4 of the Summary.

- (b) Each Owner acknowledges and agrees that the Schedules form part of this Agreement and, without restricting the generality of the foregoing, the terms of Article 4 of the Summary and the contents of the Plans are specifically incorporated into and form part of the Easements granted in Article 3.3(a) of this Agreement.
- (c) Each Owner hereby acknowledges that the completion of construction of the Residential Development (other than the portion thereof included in Phase 1 of the Project) will occur on those future dates as determined in the Residential Developer's sole discretion. The Owners hereby acknowledge and agree that the Residential Developer and the Owner of Strata Lot 3 [RETAIL], Strata Lot 2 [PHASE 1 RESIDENTIAL] and Strata Lot 1 [PHASE 2 RESIDENTIAL] shall be conclusively deemed to have the free, unfettered and continuing right and privilege to utilize all Easement Areas and Shared Facilities to the extent as may be necessary or desirable to undertake the development, construction, completion and marketing of the Residential Development.

3.4 Collateral Easements

- (a) The parties acknowledge and confirm that in addition to the Easements granted pursuant to the terms of this Agreement, a Developer may grant to the City or others collateral easement rights for various specific purposes related to the development or functioning of the Project or any part of the Project, or the approval thereof. Except as expressly stated to the contrary, the parties agree that to the extent there is any conflict between the terms of a collateral easement agreement and the terms of this Agreement, then the terms of the collateral easement agreements shall prevail.

3.5 Emergency Equipment

- (a) Each Owner covenants and agrees to pay and be responsible for any and all of the costs and expenses incurred in relation to the operation, repair, maintenance, replacement or reconstruction of Emergency Equipment which is located within its respective Strata Lot.
- (b) If the applicable Owner does not operate, repair, maintain, replace or reconstruct the Emergency Equipment which is located within its Strata Lot, the Other Owners shall be entitled to enter upon such Strata Lot and undertake such operation, repair, maintenance, replacement or reconstruction of any of the Emergency Equipment, as applicable, all at the sole cost and expense of the applicable Owner who is in breach of its obligations hereunder. In such event, the applicable Owner who is in breach of its obligations hereunder shall forthwith pay to each of the Other Owners who undertook such operation, repair, maintenance, replacement or reconstruction, the full amount so expended by such Other Owners in carrying out such work, or such applicable Allocated Share as provided herein.

- (c) Notwithstanding any other provision of this ECR Agreement, each Owner shall have, as may be necessary, the full, free, unfettered and timely access to, and use of all Emergency Equipment wherever such Emergency Equipment may be located within the Project, which shall include, without restriction, the right to access, pass, and re-pass over such portion of a Servient Lot as may be reasonably required by the Other Owner of the Dominant Lots in order to gain full, free, unfettered and timely access to the Emergency Equipment. No Owner of a Servient Lot shall:
 - (i) interrupt, condition or limit access to that portion of the Servient Lot as is reasonably required by the Other Owner of the Dominant Lot to gain full, free, unfettered and timely access to the Emergency Equipment; or
 - (ii) construct, place or erect any structure, barrier or other fixture on that portion of the Servient Lot which has the effect of limiting access to that portion of the Servient Lot as is reasonably required by the Other Owner of the Dominant Lot to gain full, free, unfettered and timely access to the Emergency Equipment.

3.6 Meter Rooms

- (a) The parties acknowledge that within the Project, meter rooms for water and gas, as well as the electrical vault, (the "**Meter Rooms**") have been constructed in one or more of the Strata Lots and one of the Meter Rooms has been designated a Shared Meter Room. The Owner of the Strata Lot in which the Shared Meter Room is located agrees that the Other Owners whose services are metered from such Shared Meter Room shall be entitled, without cost, to have access to the Shared Meter Room in common with the Owner for the purpose of ensuring the proper and efficient functioning, monitoring and operation of the Shared Utility Systems, or parts thereof, located therein, including without limitation for the purpose of installing, modifying, upgrading, improving, inspecting, repairing, maintaining and replacing the equipment owned by each such Owner located therein.
- (b) Each Owner of a Strata Lot shall each be responsible for its own equipment located in the Meter Rooms, and shall pay all costs related to its own equipment and shall indemnify and save harmless the Other Owners in relation to any costs, expenses, damages or claims arising out of the use or presence of its equipment in the Meter Rooms.
- (c) To facilitate the use of and access to the Shared Meter Room by all Owners with equipment located in the Shared Meter Room, the Owner in whose Strata Lot the Shared Meter Room is located, hereby grants to the Other Owners and their respective servants, agents, employees and workmen, the right, privilege, entitlement and easement to cross over and through such portion of the Owner's Strata Lot as may be reasonably necessary and required for the purposes of access to and use of its equipment located in the Shared Meter Room.

3.7 Provisions Applicable to Residential Development Roof Deck and Amenity Area

- (a) Except to the extent expressly provided to the contrary in this Agreement, an Owner shall be exclusively responsible for the costs of maintaining, repairing and replacing the roof and the roof system, including the membrane, of any Improvement located within the Strata Lot owned by such Owner.
- (b) Each of the Owners hereby acknowledges that a portion of the Roof Deck and the Amenity Area of the Residential Development will be burdened by a specific Easement in favour of the Owner of Strata Lot 3 [RETAIL] as further described in Article 4 of the Summary and the Plans referred to therein. Notwithstanding that the Roof Deck and Amenity Area will be situated upon the roof membrane of the Retail Development, the Owner of Strata Lot 2 [PHASE 1 RESIDENTIAL] and the Owner of Strata Lot 1 [PHASE 2 RESIDENTIAL] shall not have any responsibility for the costs of maintaining, repairing or replacing any portion of the roof and roof system of the Retail Development, except to the extent any such maintenance, repair or replacement is required as a result of the failure of the Owner of Strata Lot 2 [PHASE 1 RESIDENTIAL] and/or the Owner of Strata Lot 1 [PHASE 2 RESIDENTIAL] to comply with their obligations under this Agreement, including, this Section 3.7.
- (c) The Owners acknowledge, covenant and agree as follows:
 - (i) the Residential Development will include a landscaped roof deck (the "**Roof Deck**") on level 3 of the Project, which will physically be located immediately above a portion of the roof membrane of the Retail Development, but for clarity the Roof Deck shall not include the Amenity Area;
 - (ii) the Residential Development will also include an enclosed amenity area, which will include an in ground swimming pool (the "**Amenity Area**") on level 3 of the Project, which will also be physically located immediately above a portion of the roof membrane of the Retail Development, but for clarity the Amenity Area shall not include the Roof Deck;
 - (iii) the area of the Roof Deck is more particularly identified on the Plans as "EAST TOWER GREEN ROOF", "WEST PODIUM ROOF" and "AMENITY GREEN ROOF" and the area of the Amenity Area is more particularly identified on the Plans as "AMENITY";
 - (iv) for greater certainty, the property boundary between the Residential Development and the Retail Development in relation to both the Roof Deck and the Amenity Area will be located immediately above the waterproof membrane of the roof of the Retail Development such that the waterproof membrane is within the Retail Development;
 - (v) all materials used for the floor of the Roof Deck shall be limited to grasses, shrubs, trees and other soft landscaping, together with gravel, pavers and

decking, and only then to the extent the composition and installation of such materials permit them to be removed easily so as to allow access to the roof (including the waterproof membrane) of the Retail Development without damage to the roof (including the waterproof membrane) of the Retail Development in the event of repair, maintenance or replacement of the Retail Development, including, without restriction, the roof (including the waterproof membrane) on the Retail Development. Prior to constructing the Roof Deck, the Residential Developer shall provide plans to the Retail Developer showing the proposed layout of the floor of the Roof Deck and the proposed materials to be used for the floor of the Roof Deck, which proposed layout and materials shall be subject to the prior approval of the Retail Developer, acting reasonably. The materials that are used in the original construction of the floor of the Roof Deck and which receive the approval of the Retail Developer shall be deemed to satisfy the requirement of this Section 3.7(c)(v);

- (vi) except in relation to the in ground pool, all materials used for the floor of the Amenity Space shall be of a composition and installation of such materials permit them to be removed easily so as to allow access to the roof (including the waterproof membrane) of the Retail Development without damage to the roof (including the waterproof membrane) of the Retail Development in the event of repair, maintenance or replacement of the Retail Development, including, without restriction, the roof (including the waterproof membrane) on the Retail Development. Prior to constructing the Amenity Space, the Residential Developer shall provide plans to the Retail Developer showing the proposed layout of the floor of the Amenity Space and the proposed materials to be used for the floor of the Amenity Space, which proposed layout and materials shall be subject to the prior approval of the Retail Developer, acting reasonably. The materials that are used in the original construction of the floor of the Amenity Space and which receive the approval of the Retail Developer shall be deemed to satisfy the requirement of this Section 3.7(c)(vi);
- (vii) neither the Owner of Strata Lot 2 [PHASE 1 RESIDENTIAL] nor the Owner of Strata Lot 1 [PHASE 2 RESIDENTIAL] shall do or permit or allow anything to be done on, in or to the Roof Deck or the Amenity Space, in each case, that could reasonably be expected to result in the penetration of the waterproof membrane of the Retail Development or otherwise damages the Retail Development including, without limitation (i) placing anything on or affixing anything to the Roof Deck or the Amenity Space that could or reasonably be expected to have such an effect, (ii) placing or affixing any solid fuel burning appliance (such as, for example, a fire pit or a charcoal burning barbeque) or a hot tub on, to or within the Roof Deck, or (iii) exceeding the maximum load for the Roof Deck or the Amenity Space. For greater certainty, gas-fired appliances such as barbeques, fireplaces and fire pits, and any other item or materials placed on the Roof Deck in the original construction of the floor of the Roof Deck and an in ground pool

placed within the Amenity Space, in each case, to the extent the same are shown on the original layout that has received the approval of the Retail Developer, shall both satisfy the requirement of this Section 3.7(c)(vii);

- (viii) subject to Section 3.7(c)(x), upon not less than 72 hours written notice (except in the case of a real or reasonably perceived emergency, when no notice shall be required), a representative of the Retail Developer (which for the purposes of this Section 3.7(c)(viii) includes any tenant of the Retail Developer) is hereby authorized by the Other Owners to enter onto the Roof Deck and into the Amenity Space for the purpose of carrying out inspections of the floor of the Roof Deck, the floor of the Amenity Space and the Retail Development or its roof (including, without limitation, the waterproof membrane), provided that the Other Owners may require such representatives of the Retail Developer to be accompanied by a representative of Other Owners during the period of such entry on the Roof Deck and the Amenity Space and may require that such representatives of the Retail Developer comply with such rules, regulations and procedures in connection with such entry as the Other Owners may reasonably require;
- (ix) notwithstanding any other provision of this Agreement, the repair of any damage to the portion of the Retail Development beneath the Roof Deck or the Amenity Space, including the roof and the waterproof membrane of the Retail Development, regardless of who caused it, shall only be carried out by the Retail Owner pursuant to Section 3.7(c)(x) and for greater certainty, not the Other Owners, provided that if the damage to any portion of the Retail Development beneath the Roof Deck or the Amenity Space, including the roof and waterproof membrane of the Retail Development is caused as a result of a breach of the Other Owner's obligations under this Agreement, including their covenant in Section 3.7(c)(vii), the Other Owners will be responsible for all costs of the repair to the Retail Development and will reimburse the Retail Owner therefore within 30 days after receipt of an invoice and the Retail Owner shall not be liable for any damage to the Roof Deck or the Amenity Space which occurs in connection with the repair to the Retail Development necessitated by the breach of the Other Owner's obligations under this Agreement; and
- (x) the Retail Owner will give the Other Owners at least seven (7) days' notice prior to commencing any maintenance, repairs or replacement of the Retail Development which requires access to the Roof Deck or the Amenity Space (except in the case of a real or reasonably perceived emergency, when no notice shall be required). Upon the expiry of the seven (7) days' notice period, if applicable, the Retail Owner (which for the purposes of this Section 3.7(c)(viii) includes any tenant of the Retail Developer) may commence work without further notice. Subject to giving notice in accordance with the foregoing, the Retail Owner shall be entitled to remove any item or equipment from the Roof Deck or the Amenity Space if, in the Retail Owner's opinion, such removal is necessary to carry out the work or to remedy a breach of the obligations set out in Section 3.7(c)(vii), and the

Retail Owner will only be responsible for restoring the Roof Deck or the Amenity Space to the original specifications to which it was constructed, equipped and landscaped by the Residential Developer within the Residential Development including any replacements of a substantially similar nature to such original specifications, unless such restoration is required as a result of a breach of the Other Owner's obligations under this Agreement, including their covenant in Section 3.7(c)(vii), in which case, any such restoration shall be at the sole cost of the Other Owners. In the case where the Retail Owner is responsible for restoring the Roof Deck and the Amenity Space as provided for above, the Other Owners will be responsible for any additional restoration work including replacement or repair of any item, finish, treatment or equipment that was not included in the specifications to which the Roof Deck or the Amenity Space was constructed, equipped and landscaped by the Residential Developer within the Residential Development or any damage to any item or equipment located on the Roof Deck or in the Amenity Space (subject always to subsection Section 3.7(c)(vii)) not removed by the Other Owners prior to commencement of the work.

3.8 Provisions Applicable to All Easements

- (a) No party hereto, or their respective successors or assigns, shall use or permit to be used an Easement Area in any manner so as to interfere with the use and enjoyment thereof by the Other Owners with rights to or interests in such Easement Area, and no party shall be entitled to construct, place or erect any structure, barrier or other fixture on an Easement Area except those which are not inconsistent in function and design with the rights, licenses, privileges, liberties and Easement granted pursuant to this Agreement.
- (b) No party hereto, or their respective successors or assigns, shall prohibit, restrict, deny or otherwise in any manner whatsoever interfere with or hinder access to the Strata Lot of an Owner where reasonably required in respect of the exercise by the Other Owners of any Easement rights granted herein.
- (c) Each Owner shall be deemed to have the right to access, pass, and re-pass over such portion of a Servient Lot as may be necessary and reasonably required by the Other Owner of the Dominant Lots in order to gain appropriate and timely access to a Shared Utility System with any necessary trade persons, machinery and tools reasonably required to ensure a proper and efficient operation and functioning of the Shared Utility Systems serving the Dominant Lots, including, without limitation for the purposes of the installation, construction, modification, upgrading, improvement, inspection, removal, replacement, reconstruction, relocation, repair and maintenance of any Shared Utility Systems located therein and capable of being used in conjunction with the enjoyment of the Dominant Lots. The right of access granted pursuant to the terms of this Article shall include, as may be reasonably necessary, a right to utilize any required elevator, staircase, ramp or loading dock to effectively and economically repair, and maintain any Shared Utility Systems.

- (d) In the event, the applicable Grantor of an Easement does not operate, repair, maintain, replace, restore or reconstruct any Easement Area, Shared Facility or Shared Services situated in the Servient Lot owned by such Owner as required by the terms of this Agreement, then the Grantees, on reasonable prior written notice to the Grantor, shall be conclusively deemed entitled to enter into and upon the applicable Servient Lot and undertake such operation, repair, maintenance, replacement or reconstruction of any such Easement Area, Shared Facility or Shared Services, as may be required to ensure the prompt and continuous provision of Shared Services to the Dominant Lots and Easements in relation to the Easement Areas. In such event, the applicable Grantor who is in breach of its obligations hereunder shall forthwith pay to each of the Grantees who undertook such operation, repair, maintenance, replacement or reconstruction, the full amount so expended by such Grantees in carrying out such work, or such applicable Allocated Share as provided herein.
- (e) The Owners agree that wherever possible in exercising any rights pursuant to this Agreement, they shall do so in such a manner and during such hours as to minimize any interference with the quiet enjoyment or business activities of the other Strata Lots.
- (f) Each Owner shall cause its contractors, sub-contractors, officers, employees, agents, successors and assigns to observe the obligations of such Owner under the terms of this Agreement. The rights of an Owner under this Agreement may be extended by them to their respective contractors, sub-contractors, officers, employees and agents.
- (g) Each Owner agrees to promptly when required, make payment of all property taxes, assessments or other charges which may be applicable or chargeable against any Strata Lot in which the Easement Area is located.
- (h) Each Owner, in its capacity as Owner of one or more Dominant Lots agrees that in exercising the rights, liberties and easements granted to it pursuant to this Agreement, the following terms and conditions shall apply:
 - (i) each such Owner acknowledges that such Easement rights granted herein shall only apply to the specific Easement Areas shown on the Plans and only for the specific purposes stated herein and no Easement rights are to be implied or be extended by implication or otherwise to any portion of a Strata Lot not contained within the specifically described Easement Area excepting only those certain Easement rights which by their description, nature and intended function such as the Easements of support and general rights of access to Shared Facilities as granted herein, shall be of general applicable and are incapable of being limited to or confined by specific Easement Areas;
 - (ii) each Owner shall use all reasonable efforts to cause as little interference with use and enjoyment of a Servient Lot by the Other Owners entitled to such use and enjoyment as possible;

- (iii) if an Owner or anyone they are responsible for at law causes damage to a Servient Lot in the exercise of any of the rights or easements granted to it in this Agreement, each such Owner shall, at such Owner's sole expense, but subject to any rights of recovery provided herein, forthwith restore the Servient Lot to a condition as near as reasonably practicable to the condition thereof existing immediately prior to such damage; and
- (iv) if required as a result of damage to or destruction, renovation or reconstruction of its Strata Lot, each Owner shall duly execute such modifications to this Agreement or such replacement easements as are reasonably required to ensure the continued availability of the Easement Areas, Shared Facilities and Shared Utility Services provided herein. There shall be no additional compensation payable to any Owner providing a replacement easement. It is the intent of the Owners that any modification hereof or replacement easements shall be at least equal in utility, security, value and convenience to the Owners as the Easements herein granted and, provided that such modification hereof or replacement easements are so equal, it is also intended that the modification hereof or replacement easements interfere as little as possible with the Owners' use and enjoyment of their respective Strata Lots and Improvements. If the Owners are unable to agree on the form and the terms and conditions of the replacement easements referred to herein, then the matter in question shall be determined by arbitration in accordance with the provisions of Article 11 hereof. Any modifications hereof or any replacement easements over the Strata Lots shall be registered in the Land Titles Office and shall have priority over any charges or encumbrances which permit the exercise of any rights or remedies which might prejudice, defeat or delay the rights so granted to the holder of the easements herein granted.
- (i) The burden of the easements, covenants and restrictions in this Agreement shall pass with and extend and be annexed to, shall run with and bind each Strata Lot to which they are annexed (and every part thereof) as a Servient Lot, and shall bind each Owner and any lessee, user or occupier of all or any portion of each Strata Lot, or of all or any portion of the Improvements situated on each Strata Lot.
- (j) The benefit of the easements, covenants and restrictions set forth in this Agreement shall pass with, extend to, run with and benefit each Strata Lot to which they are appurtenant (and every part thereof) as a Dominant Lot, and shall also extend to each Owner and any lessee, user or occupier of all or any portion of each Strata Lot, or of all or any portion of the Improvements situated on each Strata Lot.
- (k) If any Strata Lot is subdivided either wholly or in part at any time either under the provisions of the *Land Titles Act* (Alberta) or the Act, as amended from time to time, or under other similar legislation enacted from time to time, on the deposit of a plan of subdivision, a strata plan of subdivision, Condominium Plan, or similar plan as the case may be, both:

- (i) the benefit of the Easements herein granted shall be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
 - (ii) the burden of each of the Easements herein granted shall continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.
- (l) No part of the fee simple estate of the respective Servient Lots shall pass to or be vested in the holder of the Easements under or by virtue of this Agreement and the holder of the Easements may fully use and enjoy the Easements herein granted subject only to the rights and restrictions herein provided.
- (m) Except as expressly set forth in this Agreement, nothing contained in this Agreement shall restrict or prevent an Owner from enjoying the use of its respective Strata Lot and Improvements in any manner which is not contrary to law, this Agreement, or any other agreement, restriction or covenant binding upon such Strata Lot or Owner and which does not interfere with the security or efficient functioning of the access to and enjoyment of the rights, privileges and Easements herein granted.
- (n) Each Owner hereby agrees with each of the Other Owners with respect to the Strata Lots owned by each such Owner, that each such Owner will not in any way modify, or in any other way impede the use of or compromise the integrity of any Firewall located within a Strata Lot owned by such Owner, without obtaining the prior written consent of the affected Owner, which consent shall not be unreasonably withheld, in addition to any permits or approvals required from the City for any such modification.

ARTICLE 4 MAINTENANCE AND REPAIR

4.1 Repair Obligations

- (a) Each Owner shall repair and maintain those Easement Areas located on its respective Strata Lot including, without limiting the generality of the foregoing, installing and maintaining the Utility Systems on its Strata Lot which serve such Easement Areas and repairing and maintaining all lighting, signage, directional markers, landscaping services, providing snow and ice removal, sidewalk repair, roadway, curb and gutter repair, cleaning service, janitorial service, and shall generally maintain and repair its respective Easement Areas to ensure it is in a clean, sightly, safe, unobstructed, good and useable condition at all times. With regard to the foregoing, each party shall comply with any and all Acceptable Standards required by federal, provincial or municipal local zoning and other statutes, guidelines, by-laws and regulations. In undertaking any repair and maintenance activities pursuant to this Agreement, the particular Owner shall use similar quality of finishings and materials, consistent with the other materials used

in the Project to ensure that the look, quality and integrity of the overall Project is maintained.

- (b) Notwithstanding the foregoing, in the event the Easement Areas or any portion or part thereof is destroyed or damaged as a result of the negligence or willful misconduct of the Owner of one of the other Strata Lots, then the entire Costs of repair shall be borne by the party whose negligence or willful misconduct caused the damage or destruction.

4.2 Responsibility for Shared Facilities and Shared Services

- (a) Unless expressly provided otherwise by the terms of this Agreement, an Owner on whose Strata Lot a Shared Facility or Shared Service is located will have the primary and initial responsibility to operate, manage, maintain, repair, reconstruct and replace the Shared Facility and Shared Service located on their Strata Lot, to Acceptable Standards subject however, to any Cost Sharing or recovery of Costs as provided in Article 5 hereof.
- (b) All maintenance and repair to the Shared Facilities shall be provided expeditiously in a good and workmanlike manner without unnecessary interference with the normal use of the Project or any other Strata Lot, and shall have the benefit of the Easement Areas set forth herein, and where performed by contracting with third party tradesman or vendors the contract price shall be competitive except in an emergency situation which did not permit competitive selection.
- (c) Each Owner shall promptly notify, in writing, the Other Owner of any maintenance, repair or other attention required of which it becomes aware in relation to any Shared Facilities.

ARTICLE 5 RESPONSIBILITY FOR MAINTENANCE AND REPAIR COSTS

5.1 Basis for Allocation of Costs

- (a) The Developers have concurrent with finalization of the Strata Subdivision Plan undertaken a detailed analysis of the anticipated usage and parties benefiting from the respective Shared Facilities and Shared Services comprising the Project. The governing principle for allocation of all Costs as described in Section 5.2 hereof for all Shared Facilities is that any party who uses or benefits from a Shared Facility should pay or contribute to the Costs of such Shared Facility and such Allocated Share of contribution to the Costs should be approximately equivalent to the anticipated degree of usage or benefit derived therefrom by an Owner. Any rights of access over or through a Strata Lot to gain access to a Shared Facility which notionally or legally are required and which are intermittent or infrequent and which do not cause any meaningful degree of wear and tear or cost to the Strata Lot, ought not, by virtue of such access right alone, require the allocation of Costs for such access to such Easement Areas. Such principles are to be consistently applied by the Owners in allocating any Costs not set forth herein or by an

arbitration panel considering any future dispute between the parties on the issue of Costs.

- (b) The Owners and all successors in title acknowledge that legal title to Strata Lot 2 [PHASE 1 RESIDENTIAL] or Strata Lot 1 [PHASE 2 RESIDENTIAL], in each case, will be conveyed to the Residential Developer on one or more future dates. In this regard, the Owners hereby confirm and agree that the Owner of Strata Lot 2 [PHASE 1 RESIDENTIAL] or Strata Lot 1 [PHASE 2 RESIDENTIAL], in each case, will not have any liability or responsibility for an Allocated Share of any Costs for the Easement Areas, Shared Facilities or Shared Services until such time as legal title to Strata Lot 2 [PHASE 1 RESIDENTIAL] or Strata Lot 1 [PHASE 2 RESIDENTIAL], in each case, is conveyed to the Residential Developer.

5.2 Costs

For the purposes of this ECR Agreement, "**Costs**" attributable to a Shared Service, Shared Facility or Easement Area shall mean all costs and expenses incurred by an Owner in connection with the maintenance, operation, repair, and replacement of the Easement Areas, the Shared Facilities, or in provision of the Shared Services, including without limitation, the cost of providing maintenance services, the cost of all repairs, the cost of providing security and supervision, the costs of all insurance maintained by the Owner in respect of the provision of the Shared Services and all deductibles applicable to such insurance, accounting costs, audit charges required to be incurred by the conclusive determination of any costs hereunder, all salaries, wages and benefits paid to employees engaged in the maintenance, repair, replacement or operation of the Easement Areas or the Shared Facilities or in the delivery of the Shared Services, amounts paid to independent contractors for any services, materials and parts in connection with the maintenance, repair, replacement or operation of the Easement Areas or the Shared Facilities, other indirect expenses to the extent allocable to the maintenance, repair, replacement and operation of the foregoing, and the cost of the reasonable management fees incurred in connection with the maintenance, repair, replacement and operation of the Easement Areas and Shared Facilities.

5.3 Costs for Exclusive Utility Systems

In respect of each Strata Lot which has the exclusive use and benefit of a Utility System, the Owner of such Strata Lot shall be solely and exclusively responsible for all Costs of such Utility System.

5.4 Common Expenses for Shared Facilities

The Owners acknowledge and agree that all Costs incurred with respect to any Shared Facilities shall be deemed to be "**Common Expenses**". Common Expenses have been allocated by the Developer among and between the Strata Lots, and various combinations thereof based on the principles expressed in the preceding Article 5.1 hereof and as described in Schedule C-4 hereto. Each Owner shall be responsible for and shall pay its Allocated Share of each Common Expense for a Shared Facility, Shared Utility System or Shared Service as set forth on Schedule C attached, which sets forth the Allocated Share for each respective Strata Lot.

5.5 Payment of Allocated Share

- (a) Each Owner covenants and agrees to promptly pay when due hereunder, its respective Allocated Share of the Common Expenses in the manner herein provided. Prior to commencement of each fiscal operating period, the respective Owners shall estimate the amount of the Other Owners' share of the Common Expenses for the ensuing fiscal period or (if applicable) partial portion thereof, as the case may be, and notify the Other Owners in writing of such estimate. The amount so estimated shall be payable in equal monthly installments in advance over the fiscal period or partial portion thereof in question, each such installment being payable on the first day of such month. The Owners, by mutual agreement, may from time to time alter the fiscal period selected, in which case and in the case where only a partial portion of the fiscal period is included within the term, the appropriate adjustment in monthly payment shall be made. From time to time during a fiscal period an Owner may re-estimate the amount of each Owner's share of the Common Expenses in which event that an Owner shall notify the Other Owner in writing of such re-estimate and fix monthly installments for the then remaining balance of such fiscal period or partial portion thereof,
- (b) No later than 90 days after the expiration of each fiscal operating period, the Owners shall provide each other with a reasonably detailed statement of Common Expenses for the preceding fiscal operating year or portion thereof. Such statement shall show each of the Owners Allocated Share of Common Expenses and the amount actually paid by the Owners on account of Common Expenses for such period. Within 30 days after delivery of the said statement, the Owners shall make any adjusting payments required in the amount of the difference between the total Common Expenses actually paid during the said period and the actual amount of Common Expenses that should have been paid by the respective Owners in accordance with this Agreement.
- (c) To the extent possible, the Owners shall consider, but not be obligated, to retain a common property management firm (a "**Shared Facilities Manager**") to manage the Shared Facilities and to administer, account for, invoice and collect the various Allocated Shares of Common Expenses. Specifically, the Owners shall use reasonable commercial efforts to agree upon a single Shared Facilities Manager to be appointed for all of the Shared Facilities. In the event the Owners have agreed to retain a Shared Facilities Manager to manage the Shared Facilities, the Owners will enter into a shared facilities management agreement with the Shared Facilities Manager. Any such shared facilities management agreement shall provide that the Shared Facilities Manager will be required to do at least the following:
 - (i) maintain the applicable Shared Facilities;
 - (ii) prepare an annual budget for the Shared Facilities which identifies the estimated Common Expenses, for approval by the Owners;
 - (iii) collect and disburse all Common Expenses required to be collected or disbursed in connection with the Shared Facilities and advise the Owners

concerning any default on the part of any of the Owners in respect of their payment obligations relating thereto;

- (iv) manage all cash collected or to be disbursed in its capacity as Shared Facilities Manager of the Shared Facilities, in a trust account to be maintained at a chartered bank approved by the Owners;
- (v) maintain appropriate records, books of account, and other documents relating to the maintenance of the Shared Facilities, including copies of all as-built drawings for the Shared Facilities, maintenance manuals, manufacturer's instructions concerning equipment and materials, operation manuals, warranties and similar materials;
- (vi) prepare and deliver such regular (not more than monthly) reports and information relating to the budget and services performed or to be performed by the Shared Facilities Manager, as reasonable required by the Owners; and
- (vii) retain such consultants, contractors, advisors, staff and trades as are reasonably necessary to assist in the administration and maintenance of the Shared Facilities, the costs of which have been provided for in an annual budget for the Shared Facilities approved by the Owners.

5.6 Disputed Payment

If an Owner (a "**Disputing Owner**") disputes the inclusion of any specific expense on the basis that it has no responsibility for payment of all or part of the same, or if a Disputing Owner disputes the manner of calculation of, or the amount of Common Expenses, which the Other Owners indicate is or was payable by it, the Disputing Owner shall nevertheless make payment thereof to the Other Owners in accordance with the provisions hereof but the Disputing Owner shall be entitled, within fifteen (15) days of making such payment, to refer such dispute to an arm's length, qualified consultant whose mandate shall be to re-assess the proportionate sharing of such disputed items of the Common Expenses. The Disputing Owner shall provide to the Other Owners the names of three (3) consultants acting at arm's length to the Disputing Owner and the Other Owners shall be required to select one of the consultants to re-assess the proportionate sharing of such disputed items of the Common Expenses. The cost of the consultant shall be shared equally by the Owners who are parties to the dispute in question unless the consultant makes a determination to the contrary. If the Other Owners fail to select a consultant within seven (7) days of being provided with the names of the three (3) consultants or if any Owner fails to implement or follow the recommendations of the professional consultant that has been selected, then any party may require the dispute to be resolved by way of arbitration in accordance with Article 11. The arbitrator shall also have the right to determine the responsibility for the costs of the consultant. Upon the arbitrator determining the actual amount that should have been paid, the Owners within 10 days after such determination, shall make any adjusting payment required to be made by reason of the overpayment or underpayment, as the case may be. A Disputing Owner shall have the right to refer a disputed Cost to professional consultants or for arbitration up to, but not after, 120 days from the date of receipt of the statement of its Allocated Share. During, and within 16 months after the expiration of each fiscal operating year an Owner shall have the right, after 5 days' notice

has been given to the Other Owners, to inspect during the specified business hours the Other Owner's records pertaining to Common Expenses for such year.

ARTICLE 6 SPECIAL PROJECT PROVISIONS

6.1 Parkade Operations

The Owners confirm and agree that the Owner of the Strata Lot in which a portion of the Parkade is located, shall be entitled from time to time, to implement reasonable rules, regulations, security measures, hours of operation, parking management plans, including the possible implementation of payment of market fees for use of the public use parking spaces in the Parkade in order to provide for the orderly, economic, safe and efficient use of the Parkade, provided that any such rules or measures will not derogate from the Easements granted herein. For greater certainty and notwithstanding anything else in this Agreement to the contrary, the Owner of Strata Lot 3 [RETAIL] shall have the right to charge market fees for use of the visitor parking spaces located on level P2 of the Parkade and situated within the Easement Areas described as "SHARED VISITOR PARKING" on the Plans. Specifically, although Strata Lot 1 [PHASE 2 RESIDENTIAL] and Strata Lot 2 [PHASE 1 RESIDENTIAL] both have the benefit of non-exclusive Easements over the Easement Areas described as "SHARED VISITOR PARKING" on the Plans and as more particularly set forth and described in Article 4 of the Summary, such Easements shall not restrict the Owner of Strata Lot 3 [RETAIL] from charging market fees for use of the visitor parking spaces situated with such Easement Areas as set forth above.

6.2 No Variance from Development Permit or Land Use

The Owners hereby acknowledge that the Project is to be constructed by the Developers and maintained by the Owners in accordance with the Development Permit and the applicable land use designation/zoning for the Lands established by the City. Unless otherwise agreed between all Owners, the Owners shall not permit any Improvements to be made or placed upon their respective Strata Lots which are not in accordance with the Development Permit or the land use/zoning established by the City, and each Owner shall have the right to obtain an injunction to restrain an Owner from making such Improvements.

6.3 No Commercial Activity in Residential Development

The Owner of Strata Lot 2 [PHASE 1 RESIDENTIAL] and the Owner of Strata Lot 1 [PHASE 2 RESIDENTIAL] covenant and agree in favour of the Owner of Strata Lot 3 [RETAIL] that no commercial or business activity shall be permitted to be undertaken within any portion of the Residential Development, including, without limitation, that portion of the Parkade located within the Residential Development, provided that the foregoing shall not prohibit commercial or business uses from being conducted in any of the residential units within the Residential Development provided such uses otherwise comply with the applicable zoning by-law of the City.

ARTICLE 7 INSURANCE

- 7.1** Each Owner must independently obtain and maintain separate insurance on their respective Strata Lots (including all leasehold improvements and fixtures installed therein, but excluding furnishings and other personal property brought into or installed in either Strata Lot) and all the insurable property both real and personal of any nature whatsoever owned by an Owner, to the full replacement value thereof without deduction for depreciation and, without restricting the generality of the foregoing, such insurance shall provide the following:
- (a) coverage for "all risk" perils and such other perils as a prudent owner of similar property would maintain;
 - (b) coverage to the full replacement value of the Improvements and all Improvements within each respective Strata Lot, but excluding all chattels and other property belonging to the residential occupants or commercial tenants;
 - (c) adequate coverage for machinery and for boiler insurance on their respective boilers;
 - (d) coverage for such other risks or causes as a prudent owner of similar property would maintain;
 - (e) that no breach of any statutory condition or other condition of any policy by any party hereto shall invalidate the insurance or forfeit the insurance and, in the event of such breach by any party hereto, the insurance may only be subject to forfeiture or defence of breach of condition insofar as the separate interests of the person or party in breach are concerned and only upon the insurer establishing that the loss was caused by or contributed to by the breach of the statutory condition or other conditions;
 - (f) that in the event that insured property is damaged or destroyed and that property is replaced or repaired, no deduction shall be made from an insurance settlement for depreciation to the property;
 - (g) that no breach of any statutory or other condition of any policy by a party hereto shall invalidate the policy as against any mortgagee in any way or to any extent;
 - (h) standard mortgagee endorsements in favour of all mortgagees who have notified their interest to the respective Owners;
 - (i) that the insurers rights of recovery against the Owners and any members of a board of a Condominium Corporation which may be a party hereto, are waived and the insurer's rights of recovery against any Owner (and occupant of a Strata Lot) are waived, except with respect to intentional, criminal or fraudulent acts;

- (j) such policies may not be cancelled or substantially modified without at least Sixty (60) Days prior written notice to all of the insureds, including all registered mortgagees of the Strata Lots;
- (k) such policies shall also provide that the Owners shall have the right, at their joint option, to obtain a cash settlement or by order of a court of law having jurisdiction in that behalf to settle a scheme of distribution, and the insurer's option to reconstruct the damaged premises shall be deleted or waived.

7.2 The Owners shall cause a separate loss payable endorsement to be issued in respect of any policies issued pursuant to this Article 7. Subject to the provisions of the Act, insurance proceeds realized under any policy of insurance obtained and maintained hereunder and insuring against fire and any other supplemental perils shall be paid to the respective Owners and their loss payees.

7.3 In the event that it is ordered by a Court under the Act or otherwise determined by the Owners that the Project shall not be repaired, then the Owners shall apportion proceeds. In making an apportionment hereunder the Owners shall have regard to the interests of all Owners and mortgagees and shall make a fair, just and equitable apportionment. Any apportionment proposed by the Owners shall be notified to all mortgagees who have notified the parties of their mortgages. No distribution of proceeds shall be made until after the expiry of Thirty (30) Days after the last of such parties has been notified. If any of such parties shall dispute the apportionment made by the Owners, then such party must notify the Owners in writing within Thirty (30) Days of his receipt of notice as aforesaid. If no party disputes the proposed distribution, the Owners may proceed with the distribution as proposed. If any such party shall dispute the proposed distribution, the Owners shall, subject to the Act, refer the matter to Arbitration pursuant to this Agreement.

7.4 Nothing in this Article 7 shall restrict the right of any Owner to obtain and maintain insurance of any nature or kind in respect of the ownership or use or occupation of their respective Strata Lot or any property associated therewith, or in respect of their personal liability, whether permitted by the Act or otherwise; provided that the liability of the insurers issuing insurance obtained by an Owner pursuant to Article 7.1(a) hereof shall not be affected or diminished by reason of insurance carried by an Owner.

7.5 Policies of "all risk" and physical damage insurance may contain co-insurance or a stated amount basis only if and as long as the following appraisal requirements are met. All policies of fire and physical damage insurance shall contain waivers (i) by the insurers of invalidity arising from any non-intentional acts of the insured, and (ii) of any rights of subrogation against the Owners or any of them, and shall provide that such policies may not be cancelled or substantially modified without at least Sixty (60) Days' prior written notice to the other party, provided however, that in the event such policies are to be cancelled for nonpayment of premium, only Thirty (30) Days' written notice shall be required to be given. Prior to obtaining any policy of all risk insurance or any renewal thereof, the respective party shall obtain an appraisal from a qualified and reputable appraiser of real property of the full replacement value of the Project and other improvements comprising the Properties, and the parties shall review the insurance

coverage and maintain it at the levels required by this Article and suggested by the said appraisals.

- 7.6 There shall be a provision of a certificate or memorandum of all insurance policies to be issued as soon as possible to each of the Owners and a duplicate original or certified copy to each mortgagee upon request; renewal certificates or certificates of new insurance policies shall be furnished to each of the Owners prior to the expiry of any current insurance policy.
- 7.7 The Owners shall also independently obtain and maintain public liability insurance insuring the board of directors of each of them and their respective Owners (excluding individual condominium owners) against any liability to third parties or to the Owners and their invitees, licensees or tenants incident to the ownership or use of the Strata Lots therein, and all common property and all property owned by the Owners. Limits of liability under such insurance shall not be less than Five Million (\$5,000,000.00) Dollars for any person insured or for any one accident and shall not be less than Five Million (\$5,000,000.00) Dollars for property damage per occurrence. The limits and coverage shall be reviewed at least annually by the parties and increased with their mutual consent. The policy or policies shall provide cross-liability endorsements whereby the rights of an additional insured under the policy or policies shall not be prejudiced as respects its, his, her or their action against another additional or named insured.
- 7.8 The applicable party shall, immediately upon the occurrence of any substantial damage to any of the Strata Lots or the common property, provide notification thereof by registered mail to the registered first mortgagees of all Strata Lots who have notified the respective party of their interest.
- 7.9 Nothing herein shall alleviate either party from ensuring that their respective Strata Lots are adequately insured.
- 7.10 Each of the Owners shall ensure that each Insurance Policy shall name the other as an additional insured (excluding individual condominium owners), and all policies of insurance shall also name as additional insureds the Owners (excluding individual condominium owners) from time to time of the Strata Lots.
- 7.11 Each of the Owners shall deliver to the other upon request, adequate proof of the existence of all of the insurance policies of the first mentioned party.
- 7.12 The following shall apply to the appointment of the Insurance Trustee:
 - (a) the Owners may appoint an Insurance Trustee to act as the insurance trustee for the purposes of this Article 7. If any insurance proceeds in excess of One Million Dollars (\$1,000,000) become payable in respect of any damage or destruction of any part of the Project that an Owner is required to repair, rebuild or replace in accordance with Article 8, such insurance proceeds will, notwithstanding the terms of the policy or policies, be paid to the order of the Insurance Trustee who will hold such insurance proceeds in trust for the benefit of all of the Owners, and unless unanimously agreed by all of the Owners otherwise, the Insurance Trustee will use

the insurance proceeds required to pay the cost of the necessary repair, rebuilding or replacement of the Developments so at a minimum, each Owner, as a Servient Owner, is able to comply with its obligation to repair, rebuild or replace its Servient Tenement in accordance with Article 8;

- (b) subject to Section 7.12(a), the Insurance Trustee will, on behalf of the Owners, make all claims under, and pursue payment under, any of the insurance policies required to be obtained and maintained under this Article 7, provided, however, that the Insurance Trustee will not enter into any final settlement of any claim without such settlement being previously approved by all of the Owners on behalf of which any such claim has been made, or failing such approval, as may be determined by arbitration; and
- (c) the Insurance Trustee may be replaced from time to time by the Owners, provided however that no Insurance Trustee may be replaced unless and until a substitute Insurance Trustee has expressly agreed in writing to assume the obligations of the Insurance Trustee as provided for in this Agreement.

7.13 Each Owner shall pay for the costs of insurance such Owner is required to obtain and maintain pursuant to this Agreement, including, without restriction, the costs of all deductibles applicable to such insurance, provided that this Section 7.13 shall not preclude an Owner from seeking contribution or reimbursement for the costs of insurance and deductibles incurred pursuant to Article 5 or Article 12 of this Agreement, as applicable, or otherwise by law.

ARTICLE 8 DAMAGE AND DESTRUCTION

8.1 If any Improvements are defective or damaged (to the extent that they pose a threat to the Common Foundation, Shared Facilities or any Easement Area) or destroyed then the respective Owner shall expeditiously rebuild, restore and repair the defective, damaged or destroyed Improvements in a good and workmanlike manner to Acceptable Standards, including all requirements of this Agreement, to permit the Other Owners and those authorized by it, to enjoy and exercise all benefits, easements and entitlements intended by this Agreement, including the continued use and availability of all Shared Facilities and the Easement Areas. Subject to Section 4.1(b) and the provisions of Section 3.7, the cost of such rebuilding such damaged Improvements shall be borne One Hundred (100%) percent by the Owner on whose Strata Lot the Improvements are located including the cost of replacing any Shared Facilities located therein.

8.2 In the event that:

- (a) the Improvements on the Residential Development or Retail Development are destroyed or damaged to such extent that Major Damage has occurred but the remainder of the Project is not destroyed or damaged to such extent that Major Damage has occurred, the Owner of the damaged Improvements shall replace, rebuild or repair the damaged Improvements at its own cost, subject to the Act, to the extent applicable and any requirements by such Owner's lender. If the Owner

of the damaged Improvements is prevented from replacing, rebuilding or repairing the damaged Improvements because of the Act, such Owner shall demolish and remove such portions of the damaged Improvements and debris from its Strata Lot as is possible without interfering with or impairing the safety of the remainder of the Project and shall restore its Strata Lot to a neat and level condition in a good and workmanlike manner, and the Owner shall otherwise take all reasonable measures to ensure that the remainder of the Project will continue to be, functional and safe notwithstanding such demolition and removal; or

- (b) all of the Project suffers Major Damage, the Owners shall act cooperatively to reach a mutually acceptable agreement as to whether to replace, rebuild or repair the Improvements. If the Owners are unable to so agree, the dispute will be resolved in accordance with Article 11 hereof.

ARTICLE 9 CERTIFICATE OF COMPLIANCE

9.1 Each of the Owners, at any time but not more than twice per year, within Ten (10) Days after written request by any party hereto, excluding any individual Owner of a Condominium Unit or purchaser or their mortgagee, but including any Condominium Corporation, without payment of any fee, shall execute, acknowledge and deliver to the requesting party a certificate stating:

- (a) that this Agreement is unmodified and in full force and effect, or if there has been any modification that this Agreement is in full force and effect, as modified, and describing the modification;
- (b) whether or not there is, to the knowledge of the said party, any existing default under this Agreement by any party and if there is any such default, specifying the nature and extent thereof;
- (c) whether or not a party has performed or caused to be performed, or is then performing or causing to be performed, any maintenance or other work required by this Agreement, specifying the nature and extent thereof; and
- (d) the current addresses to which notices given to the parties are required to be delivered under the terms of this Agreement;

9.2 Any certificate of compliance given pursuant to Article 9.1 may be pleaded and shall be a complete defence by the requesting party to any action brought on a claim that is inconsistent with the facts recited in the certificate.

ARTICLE 10 TERMINATION

10.1 This Agreement shall remain in full force and effect for so long as the Project exists or is capable of being lawfully rebuilt and shall not be amended or terminated in any event

except by a written agreement to that effect executed by the Owners and consented to by the City (which consent may not be unreasonably withheld).

- 10.2 Notwithstanding the termination of any rights under this Agreement, if at the time of such termination, any party shall be obligated to pay any sum of money pursuant to the provisions of this Agreement or has any other outstanding unperformed obligations pursuant to this Agreement, such obligations shall not be extinguished until they are performed, and any such sum of money owing, together with any interest accruing thereon, has been paid, and any lien securing the payment of such sum of money shall remain in force and effect and continue to secure the payment and any interest which shall accrue thereon.

ARTICLE 11 ARBITRATION

- 11.1 Any Owner (the "**Referring Party**") may refer any matter of difference respecting this Agreement, including its interpretation, application or implementation to arbitration pursuant to the *Arbitration Act*, R.S.A., 2000 c. A 43, as amended, in accordance with the following procedure:
- (a) the Referring Party shall give notice in writing (the "**Arbitration Notice**") to the Other Owners specifying the matter being referred for arbitration including reasonable details;
 - (b) within Ten (10) Days after the giving of an Arbitration Notice, the parties shall agree upon a single arbitrator;
 - (c) if the parties cannot agree upon the appointment of an arbitrator as contemplated in this Article, then the arbitrator shall be appointed by the Alberta Court of Queen's Bench, pursuant to the *Arbitration Act*;
- 11.2 Any Arbitration carried out pursuant to Article 11.1 hereof shall take place in the City of Calgary at the time and place fixed by the arbitrator, and such Arbitration shall be governed and conducted pursuant to the *Arbitration Act*. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 12 DEFAULT AND REMEDIES

12.1 Enforcement

The Owners acknowledge and agree that a breach of any of the Easements, covenants and restrictions or other provisions contained in this Agreement would result in irreparable harm and continuing damages to the Other Owners which could not be compensated by an award of monetary damages and that: (i) each and every easement in this Agreement, shall be restrainable by injunction and be specifically enforceable at law or in equity; (ii) each and every provision of this Agreement, including without limitation, the covenants set out herein, shall be specifically enforceable at law or in equity; and (iii) each and every restriction in this Agreement shall be

restrainable by injunction; in addition to any entitlement to an award of monetary damages which may arise.

12.2 Breach

In the event of breach or threatened breach of this Agreement, only the Owner of the Strata Lot affected by such breach or threatened breach, shall be entitled to institute proceedings for full and adequate relief from the consequences of such breach, provided that no Owner shall have the right to terminate this Agreement in the event of any such breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party all legal fees of the prevailing party on a solicitor and its own client basis together with all disbursements, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

12.3 Remedies for Default

- (a) If the Owner of any Strata Lot (for the purposes of this Article 12.3, a "**Defaulting Owner**") shall, during the term of this Agreement, default in the full, faithful and punctual performance of any obligation required hereunder and, (i) in the case of a default in the payment of any amounts required to be paid by the Defaulting Owner to any Other Owner, such payment is not made at the end of seven (7) days after written notice from such Other Owner, and (ii) in the case of any other default, if at the end of thirty (30) days after written notice from any Other Owner stating with reasonable particulars the nature and extent of such default, the Defaulting Owner has failed to cure such default or, if such default is not capable of being remedied within thirty (30) days, if continuous diligent effort is not then being made to cure such default, then, in each case, any Other Owner shall, in addition to and without prejudice to, all other remedies it may have at law or in equity (including those set forth in this Agreement), including, without limitation, specific performance and damages, have the right, in the case of a default described in (ii) above, to perform such obligation of this Agreement on behalf of the Defaulting Owner and be reimbursed by the Defaulting Owner for the actual cost thereof, together with interest thereon in accordance with Section 12.8 to be calculated from the date of performance of the aforesaid obligation to the date of reimbursement of the cost thereof by the Defaulting Owner, together with an administrative fee of Twenty (20%) percent of the total cost of such work as compensation to the Other Owners for rectifying the Defaulting Owner's breach of its obligations herein.
- (b) Any unpaid amount or the amount of any claim for reimbursement under this Agreement, together with interest in accordance with Section 12.8, shall be a secured right, charge and lien against the Defaulting Owner's property, and shall constitute a lien in accordance with the *Builders' Lien Act* (Alberta) Chapter B-7, R.S.A. 2000, if permitted, or shall constitute a lien, encumbrance, secured right, or charge against the Defaulting Owner's Strata Lot to the extent otherwise permitted at law or in equity. A lien against any title to a Residential Strata Lot shall be deemed to be an encumbrance against each residential Condominium Unit in the Residential Strata Lot and its appurtenant common property therein.

12.4 Remedies Cumulative

All of the remedies of an Owner at law or in equity including, without limitation, those provided in this Article 12 of this Agreement, shall be available in every instance and shall not be exclusive or in the alternative but shall be cumulative and may be exercised at such times and in such order as may be beneficial in the circumstances.

12.5 Limited Recourse

The Owners acknowledge that any obligation of an Owner for the payment of any monetary amount payable or which becomes or may become payable under this Agreement by such Owner or for the payment of any monetary damages in any way arising out of the breach of any of the obligations of such Owner under this Agreement shall be performed, satisfied and paid only out of and enforced only against and recourse shall be had only against such Owner's interest in the Strata Lot owned by that Owner and the Improvements situate thereon, and no obligation of such Owner hereunder or in respect hereof shall be personally binding on, nor shall any resort or recourse be had or judgment issued or other process be levied against such Owner for the enforcement or collection of any such monetary amounts or monetary damages, save and except to the extent that such process is necessary for the enforcement of such claims against that Owner's interest in the Lot owned by that Owner and the Improvements situate thereon, provided that the foregoing shall not in any way limit any other non-monetary remedy which any party may have for the breach of any of the obligations of any other party under this Agreement, including the right to seek any injunction or declaration of right (other than an injunction or declaration of right requiring the payment of money or any other expenditure by any party) and the right to cure defaults, whether provided by this Agreement or by law, subject always to the provisions of this Article 12.5.

12.6 Indemnity and Exclusion

Each Owner (the "**Indemnifying Owner**") covenants and agrees to indemnify and save harmless the Other Owners (each being an "**Indemnified Owner**") against and from any and all actions, causes of action, claims, costs, damages, expenses, liabilities, losses and proceedings of every nature whatsoever, made or brought by or on behalf of anyone arising from or in connection with (i) any breach or default by the Indemnifying Owner of any of its obligations set forth in this Agreement; or (ii) the exercise by the Indemnifying Owner or its lessees, employees, licensees, invitees and any registered owners of Condominium Units of any right of entry or access, or any right to inspect, examine, operate, repair, maintain, replace or reconstruct granted to the Indemnifying Owner pursuant to this Agreement and against and from all reasonable costs, reasonable legal fees (on a solicitor/client basis) and expenses and liabilities (on a complete indemnity basis) incurred in or in connection with any such claim or action or proceeding.

12.7 Indemnity Exceptions

An Indemnifying Owner shall not be obliged to indemnify an Indemnified Owner for damages or costs to the extent they are caused or contributed to by the acts, omissions or negligence of that Indemnified Owner or resulting from a breach by that Indemnified Owner of any of its obligations set forth in this Agreement.

12.8 Interest

Any and all amounts payable in accordance with the provisions of this Agreement by a party to any other party shall bear interest thereon from and after the date on which payment is required to be made in accordance with the provisions of this Agreement to the date such payment is made, such interest to accrue daily and be calculated and payable monthly on the first day of each and every month at a rate equal to the Prime Rate per annum in effect from time to time plus five (5%) percent per annum.

12.9 Force Majeure

Whenever in this Agreement it is provided that anything is to be done or performed by an Owner and the doing or performance thereof is impossible due to Force Majeure, such Owner shall not be regarded as being in default in the performance of any obligation hereunder during the period of any Force Majeure relating thereto.

12.10 Notice of Delays

The Owners shall not be entitled to claim the benefit of Force Majeure pursuant to Article 12.9 unless written notice (a "**Notice of Delay**") setting forth the particulars of the commencement, duration and consequences of such Force Majeure are given by the Owner seeking to rely thereon within fifteen (15) days of the alleged delay or, in the case of a continuing delay, within fifteen (15) days of the initiation of the delay. If the Owner receiving such Notice of Delay gives notice (the "**Notice of Dispute**") that it disputes such Notice of Delay within five (5) Business Days of the receipt of the Notice of Delay, the Owners shall attempt to resolve such dispute. If the Owners fail to resolve such dispute within five (5) Business Days of the delivery of such Notice of Dispute, such dispute shall be referred to arbitration pursuant to Article 11. If the Owner receiving a Notice of Delay fails to deliver a Notice of Dispute to the other Owner within five (5) Business Days following the delivery of a Notice of Delay, such receiving Owner shall be deemed to have accepted the delay as set forth in such Notice of Delay, for the purposes of Article 12.9, as the case may be.

ARTICLE 13 TRANSFERS

13.1 Conveyances, Assignments and Transfers

In each instance in which any party conveys, assigns or otherwise transfers all or any portion of its interest in all or any portion of the Strata Lots, except in the case of an Excepted Transaction as defined herein, to any person (the "**Transferee**"), the party so conveying, assigning or transferring (the "**Transferor**") shall require the Transferee to enter into an assumption agreement with the Other Owners in the form attached hereto as Schedule B. Whenever a Condominium Plan is to be registered over all or any portion of a Lot, the Owner of such Lot shall forthwith cause the Condominium Corporation to enter into an Assumption Agreement with the Other Owners in the form attached as Schedule B. Upon the entering into of such Assumption Agreement with the then other parties to this Agreement (but not before), the Transferee shall be entitled to the benefit of this Agreement to the extent of such conveyance, assignment or transfer and the Transferor (if the transfer was a conveyance of all of the interest of the Transferor in the portion of the Lot so

conveyed) shall be released from any further obligations hereunder arising thereafter with respect to the portion of the Lots so conveyed. For the purposes of Sections 13.1 and 13.2 hereof, an **"Excepted Transaction"** shall mean any sale of any Condominium Units to a third party purchaser in the ordinary course of marketing the Project (excluding any bulk sale of five (5) or more residential Condominium Units) and any mortgaging, charging or encumbering of such Units and any lease or sublease of office or retail premises comprising the Commercial Property.

13.2 Assumption Agreement in Favour of the City

In addition to the requirements for assumption agreements referred to in Section 13.1 and concurrently with any assignment, sale, transfer of all or any portion of a Strata Lot, except in the case of an Excepted Transaction, an Owner shall cause the assignee, purchaser, transferee to enter into an assumption agreement with the City in the form attached as Schedule E (the **"City Assumption Agreement"**), whereby the assignee, purchaser, transferee covenants and agrees in favour of the City, in its capacity as the regulatory authority, to be bound by, observe, assume, perform and cause to be performed all the covenants, terms and conditions contained in this Agreement, irrespective of whether said covenants, terms and conditions could have been performed prior to date of this Agreement. Without limiting the generality of the preceding sentence, the registration of a Condominium Plan shall be deemed to be a transfer by the Owner of the Strata Lot and such Owner shall ensure that the resulting Condominium Corporation enters into a City Assumption Agreement with respect to the Lot. Each Owner agrees that it shall not be relieved of its obligations hereunder insofar as they relate to the City until such time as it delivers a duly executed City Assumption Agreement to the City.

13.3 Priority Of This Agreement

The Owners acknowledge that this Agreement is intended to and shall create and constitute an interest in the Strata Lots for the benefit of the Strata Lots and shall be registered and maintained against title to the Strata Lots in priority to all other encumbrances save and except for the Permitted Encumbrances and the Owners hereto further agree that if and to the extent there are any other encumbrances encumbering the title of any Owner to the Lots in priority to this Agreement (other than Permitted Encumbrances) the Owner holding such encumbered fee simple or leasehold title shall cause such other Encumbrances to be postponed to this Agreement to the satisfaction of the Other Owners, acting reasonably.

13.4 Release from Liability

An Owner shall be bound by this Agreement only as to the Strata Lot owned by it or, in the case of an Owner that is a Condominium Corporation, as to the Strata Lot (or portions thereof) forming part of the parcel shown within the Condominium Plan which constituted such Condominium Corporation. Provided that it complies with this Article 13, an Owner shall be bound by this Agreement only while it is the Owner and shall thereafter be released, except as to obligations, liabilities or responsibilities that accrue during the time that it was an Owner. Although an Owner may be released under this subparagraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits and servitudes upon the Lot, and all portions thereof running with the land.

ARTICLE 14
APPLICABILITY TO CONDOMINIUMS

- 14.1** The parties acknowledge and agree that it is the intention of the Residential Developer, following the conveyance to it of Strata Lot 2 [PHASE 1 RESIDENTIAL] and Strata Lot 1 [PHASE 2 RESIDENTIAL] and the completion of Residential Tower One and Residential Tower Two, as applicable, to subdivide such Project Lands by registration of a Condominium Plan.
- 14.2** The following provisions shall apply to any Strata Lot that is subdivided by registration of a Condominium Plan:
- (a) the benefit and burden of the Easements and other covenants and agreements and rights contained in this Agreement shall be represented on behalf of the owners of Condominium Units by the Condominium Corporation formed in respect to those Condominium Units and shall be administered, enforced, modified or released by such Condominium Corporation only;
 - (b) in respect of the common property set forth on such Condominium Plan or common property Condominium Units, the obligations of any owner of any deemed or common interest in any Strata Lot which, as grantor, has granted an easement set forth herein, shall be deemed to vest exclusively with the Condominium Corporation formed in respect of that Strata Lot and not with the individual Condominium Unit owners;
 - (c) individual Condominium Unit owners and anyone exercising voting power pursuant to the Act shall use their best efforts and vote their unit factors attributable to their Condominium Unit to ensure Condominium Corporation performs and honours, and not take any steps to prevent the Condominium Corporation from performing and honoring, all of the provisions set forth in this Agreement as they relate to Condominium Units owned by such owners, common property and Condominium Units owned by the Condominium Corporation;
 - (d) the interests of the owners of the Condominium Units contained in a Condominium Plan shall be represented by the Condominium Corporation formed in respect thereof on its own behalf and as agent for the owners from time to time of the resulting Condominium Units with respect to any arbitration, legal proceeding, or subsequent agreement between the parties. The individual owners of Condominium Units have no right, on their own behalf, to modify or release the covenants and agreements herein contained and such owners shall not attempt to enforce or interfere with the administration by the Condominium Corporation of the easements, covenants and agreements contained in this Agreement; and
 - (e) the liability of each Condominium Unit owner for the performance and observance of their covenants and obligations pursuant to this Agreement shall be limited to his, her or its unit factor attributable to their Condominium Unit, as prescribed by the Act.

- 14.3** The Owners acknowledge, confirm and agree that this Agreement shall not be terminated or otherwise affected by the dissolution of any Condominium Corporation created in respect to any Strata Lot or by the termination of the condominium status of any Condominium Plan registered and further agree not to seek, approve, consent or resolve to any such termination. The Owners further agree that in the event that if there is a dissolution of any Condominium Corporation created in respect to any Strata Lot or by the termination of the condominium status of any Condominium Plan, by order of the court or otherwise, the covenants, agreements and obligations provided for in this Agreement shall, without further act or deed of any persons, become and be assumed by and be binding on the owners of the Condominium Units immediately prior to such dissolution or termination according to the Act.

ARTICLE 15 CITY OF CALGARY

15.1 Indemnities in favour of the City

- (a) Each Owner hereby indemnifies and saves harmless the City from and against all claims, damages, debts, suits, dues, actions, liabilities and causes of action, costs or sums of money including legal costs on a solicitor and client basis that the City may suffer or be put to by reason of anything done or omitted to be done by any of the Owners in the exercise of any one or more of the rights and privileges granted in this Agreement.
- (b) Notwithstanding anything else contained herein, each Owner expressly acknowledges and agrees that notwithstanding the City is a party to this Agreement, the City:
 - (i) shall have no responsibility to initiate, undertake or pay for the placement, replacement, operation, maintenance, repair, inspection, modification, upgrading or improvement of any of the Utility Systems;
 - (ii) shall have no liability for any breach of any covenant set forth herein on the part of any Owner; and
 - (iii) shall have no obligation to keep, observe or perform any of the provisions of any Easement granted herein.
- (c) Each Owner hereby represents and warrants, for the reliance of the City, that each Owner will inspect, test and keep in good repair and working order, all common fire and life safety systems and shared exits on the Strata Lots, including the Emergency Equipment, and any Firewall. The Owners further covenant that the inspections, testing, maintenance and repair of the common fire and life safety systems and shared exits will be carried on in an integrated and coordinated manner where need be in order to ensure the same is kept in good repair and working order. In addition, each Owner expressly acknowledges and agrees that in the event that the Project is in breach of any legislation, including but not limited to the *Safety Codes Act*, R.S.A. 2000, c.S-1, the *Municipal Government Act*, R.S.A. 2000, c. M

26, ABC, the *Alberta Fire Code 2006*, A.R. 118/2007 or any applicable regulations or municipal bylaws, all as amended from time to time, all Owners may be named in an order, in the sole discretion of a safety codes officer of City.

- (d) Each Owner represents, warrants and covenants for the City's and the City of Calgary Chief Building Inspector's reliance that:
 - (i) this Agreement grants all easements necessary to ensure common access to all Emergency Equipment and Improvements, exits and any other services required for the Project to function as a single building and to allow the Owners to operate and maintain the Project and its Utility Systems;
 - (ii) they have requested the Chief Building Inspector to treat the Project as a single building;
 - (iii) they release and indemnify the City and the Chief Building Inspector for all liability arising from the Chief Building Inspector agreeing to treat the Project or portion of the Project as a single building for the purposes of the Alberta Building Code; and
 - (iv) they agree to inspect, test and keep in good repair and working order all Emergency Equipment and improvements, Utility Systems and shared exits located on their respective Strata Lot.

15.2 City as a Party

Each Owner acknowledges that the City is a party to this Agreement only for the purpose of ensuring that this Agreement is not amended or discharged from title to any of the Lots without the written consent of the City (which consent may not be unreasonably withheld) and to receive the benefit of the indemnities and any easements granted herein. Each Owner also acknowledges that the City is not responsible or obliged to resolve disputes, however they may arise, related to the exercise of any rights or privileges or the breach of any obligations contained in this Agreement or any other agreement between the parties, including those relating to cost sharing or maintenance. The City hereby acknowledges and agrees that the Owners shall have no obligation or duty to consult with the City in respect of any proposed amendment or termination of this Agreement, and the City agrees that it shall not unreasonably withhold its consent to such amendment or termination of this Agreement by the Owners.

ARTICLE 16 POST CONSTRUCTION ADJUSTMENTS

- 16.1** The Owners confirm and agree that following substantial completion of construction of the Improvements comprising the Project, they will cause a survey (the "**Survey**") to be prepared of the constructed Improvements by a registered Alberta Land Surveyor. The cost of preparation of the Survey shall be a Shared Expense. The Survey shall determine the precise location of the exterior walls, interior walls, floors, ceilings and other projections and components of the Improvements which may be in proximity to any property boundary of any of the Lots, with a view to identifying any portions of an

Improvement which is not located within the property boundary of the particular Strata Lot (an "**Encroachment**") and whether such Encroachment was referenced on, or intended by the Plans.

- 16.2 To the extent that any Encroachment is identified on the Survey, each respective Owner of a Strata Lot into which an Encroachment occurs hereby confirms and agrees that such Encroachment shall be conclusively deemed authorized and consented to without any further act or instrument herein required and without payment of any compensation by the Owner of the encroaching Improvement.

ARTICLE 17 GENERAL

- 17.1 The covenants and agreements expressed in this Agreement are in addition to, and not in substitution or replacement of, all restrictions, building codes, regulations, by-laws, standards, and other legal requirements governing the development, use, maintenance and operation of the Strata Lots including, without limitation, the terms and conditions of any collateral easement agreements and this Agreement.

- 17.2 The Owners recognize that the Owner of Strata Lot 3 [RETAIL] may be using its Strata Lot for commercial/retail/entertainment/ food/restaurant/beverage purposes. If any business activity of the Owner or tenant of Strata Lot 3 [RETAIL] is:

- (a) operating within the, normal course of the Owner's or its tenant's business; and
- (b) is in accordance with the Owner or its tenant's particular business approvals held from the City,

then the activity shall be conclusively deemed not to constitute a disturbance or nuisance and the Other Owners shall have no cause for complaint, action or damages in respect of same.

- 17.3 All notices between the Owners shall be in writing and shall be sent to the parties by personal delivery at the following respective addresses:

- (a) Strata Lot 3 [RETAIL] Owner:

Yonge Eglinton Centre
2300 Yonge Street
Suite 500, P.O. Box 2386
Toronto, ON M4P 1E4

Attention: ●

- (b) Strata Lot 2 [PHASE 1 RESIDENTIAL] Owner:

Yonge Eglinton Centre
2300 Yonge Street

Suite 500, P.O. Box 2386
Toronto, ON M4P 1E4

Attention: ●

(c) Strata Lot 1 [PHASE 2 RESIDENTIAL] Owner:

Yonge Eglinton Centre
2300 Yonge Street
Suite 500, P.O. Box 2386
Toronto, ON M4P 1E4

Attention: ●

(d) City of Calgary:

The City of Calgary
Law Department,
Manager Planning and Environment
12th floor, 800 Macleod Trail SE
Calgary, AB T2G 2M3

Each Owner shall be entitled to designate its respective Property Management Service Providers as its duly authorized agent to send and receive notices on behalf of the Owner, and notices sent and received by the respective Property Management Service Providers shall be deemed to have been sent and received on behalf of the respective Owner. Until otherwise specified in writing, the parties respective address for notices shall be the address for the parcels on their respective certificates of title.

- 17.4 This Agreement shall be read and construed as the number and gender of the party or parties referred to in each case requires and as may otherwise be required by the context.
- 17.5 The parties hereto shall without reasonable delay execute all further assurances, easement agreements or other documents necessary or required to carry out the intent of this Agreement.
- 17.6 In this Agreement, words importing the singular number include the plural and vice versa, as the context requires.
- 17.7 Each of the parties to this Agreement shall have the right at all times to enforce the provisions of this Agreement in accordance with the terms thereof; notwithstanding any conduct or custom on the part of such party in refraining from so doing at any time or times.
- 17.8 The failure of any party to this Agreement at any time to enforce any of its rights under the provision of this Agreement in strict accordance with the terms thereof; shall not be construed as having in any way established a custom contrary to such provisions, or as having in any way modified or waived such rights.


- 17.9 Except as set out in this Agreement, should there be a conflict between this Agreement and any other agreement between the parties hereto, then this Agreement shall prevail.
- 17.10 Time shall in all respects be of the essence of this Agreement.
- 17.11 If a term, covenant or condition of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of the terms, covenants or conditions, shall remain binding and enforceable.
- 17.12 For better securing to the Other Owners the repayment in the manner set out in this Agreement of any sums due and interest which remain unpaid by any Owner pursuant to this Agreement, each and every Owner hereby mortgages and charges all of their estate and interest in their Strata Lot.
- 17.13 This Agreement shall be binding upon the parties hereto, and their successors and permitted assigns.

/REMAINDER OF PAGE INTENTIONALLY LEFT BLANK/

IN WITNESS WHEREOF the parties hereby have hereunto caused their respective corporate seals to be affixed, duly attested by the hands of their proper signing officers authorized in that behalf as of the date first above written.


Owner Strata Lot 3 [RETAIL]:

RK (EAST VILLAGE) INC.

Per: 
Name: **Andrew Duncan**
Title: **Senior Vice President, Development**
Per: _____
Name: _____
Title: _____


Owner Strata Lot 2 [PHASE 1
RESIDENTIAL]:

RK (EAST VILLAGE) INC.


Per: 
Name: **Andrew Duncan**
Title: **Senior Vice President, Development**
Per: _____
Name: _____
Title: _____

Owner Strata Lot 1 [PHASE 2
RESIDENTIAL]:

RK (EAST VILLAGE) INC.

Per: 
Name: **Andrew Duncan**
Title: **Senior Vice President, Development**
Per: _____
Name: _____
Title: _____

The City of Calgary:

APPROVED AS TO CONTENT	INITIAL
Bus Unit: Community Planning Name: <u>Chris Savage</u>	
APPROVED AS TO FORM	INITIAL
Bus Unit: Law, Legal Services Name: <u>Neil Buss</u> <u>P-1783</u>	<u>NB</u>

THE CITY OF CALGARY

Per: _____

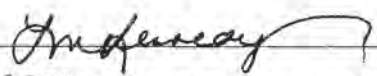
Name: _____

Title: _____

Per: _____

Name: _____

Title: **JAN 15 2020**


Laura M. Kennedy
City Clerk

**SCHEDULE A
PERMITTED ENCUMBRANCES**

The Permitted Encumbrances are as follows:

Instrument No.	Description of Instrument
871 127 555	Caveat Re: Encroachment Agreement
161 108 892	Mortgage in favour of Embassy Bosa Inc.
171 251 775	Utility Right of Way

SCHEDULE B
OWNERS FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

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

AMONG:

● (the "Assignor")

- and -

● (the "Assignee")

- and -

[Each of the Other Owners]

WHEREAS ●, ● and ● have entered into an Easement, Covenants and Restrictions agreement dated as of ●, (the "ECR Agreement") respecting the Project;

AND WHEREAS, pursuant to the ECR Agreement an assignment of the Assignor's interest and an assumption of the Assignor's obligations under the ECR Agreement is required upon the transfer of the Assignor's interest in any or all of the Strata Lots;

AND WHEREAS the Assignor is transferring its interest in Strata Lot ● to the Assignee;

NOW THEREFORE THIS ASSIGNMENT WITNESSETH that in consideration of these presents and other good and valuable consideration paid by each party to the others hereunder, the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. **Definitions.** All capitalized terms used herein (including in the recitals) and not otherwise defined shall have the respective meanings ascribed thereto in the ECR Agreement.
2. **Assignment.** The Assignor, as of • (the "**Effective Date**"), hereby absolutely grants, sells, assigns and transfers to the Assignee all of the Assignor's estate, right, title, interest, claim and demand whatsoever both at law and in equity, in its capacity as Strata Lot • Owner, in and to the ECR Agreement and all of the benefits and advantages to be derived therefrom and all covenants and agreements in connection therewith in respect of the period on and after Effective Date (the "**Assigned Interest**"), to have and to hold the Assigned Interest unto the Assignee and its successors and permitted assigns.
3. **Assumption.** The Assignee hereby assumes all of the covenants and obligations of the Assignor, in its capacity as Strata Lot • Owner, under the ECR Agreement in respect of the period on and after the Effective Date and the Assignee hereby covenants and agrees with the Assignor and the Other Owners that it shall be liable to each of the Other Owners for the observance, performance and fulfillment of each and every covenant, agreement, term, obligation, condition and stipulation on the part of the Assignor in respect of the period on

and after the Effective Date, in its capacity as Strata Lot • Owner, contained in the ECR Agreement to the same effect as if the Assignee were a party to the ECR Agreement in the place and stead of the Assignor, in its capacity as Strata Lot • Owner.

4. **Covenants of the Assignor to the Assignee.** The Assignor hereby covenants, represents and warrants to the Assignee that:
 - (a) the ECR Agreement are in good standing and in full force and effect as of the date hereof;
 - (b) the ECR Agreement has not been amended;
 - (c) notwithstanding any act of the Assignor, the Assignor now has good right to assign to the Assignee all of its right, title and interest in and to the ECR Agreement;
 - (d) the Assignor has not assigned its right, title and interest in the ECR Agreement other than as set forth herein; and
 - (e) the Assignor has done no act to encumber its right, title and interest in the ECR Agreement and has done no act and has been guilty of no default, omission or laches whereby the ECR Agreement or either of them have become in part or entirely unenforceable, impaired or invalid.
5. **Covenants of Each of the Other Owners.** Each of the Other Owners represents and warrants to the Assignee that:
 - (a) the ECR Agreement is in full force and effect; and
 - (b) the ECR Agreement has not been amended.
6. **Consent of each of the Other Owners.** Each of the Other Owners consents to the within agreement.
7. **Indemnification of the Assignor.** The Assignee hereby covenants with the Assignor to save harmless the Assignor from and against any liability in connection with the terms, covenants and conditions contained in the ECR Agreement which the Assignor has agreed to observe, keep and perform hereunder.
8. **Notices.** Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement to any parties shall be sufficiently given if delivered personally, or if transmitted by facsimile:
 - (a) in the case of notice to the Assignor at:

Attention: ●
Facsimile: (●) ●

(b) in the case of notice to the Assignee at:

•

Attention: •

Facsimile: (•) •

[add each of the Other Owners Notice Information]

(c) in the case of notice to the • at:

•

Attention: •

Facsimile: (•) •

9. **Governing Law.** This agreement shall be construed in accordance with and be governed by the laws of Alberta and the laws of Canada applicable therein.
10. **Counterparts.** This agreement may be signed in counterparts and delivered by facsimile transmission and each of which when taken together shall be binding on the parties hereto.
11. **Headings.** The headings contained in this agreement are for convenience of reference only and shall not affect the construction or interpretation hereof.
12. **Successors and Assigns.** All covenants, agreements, conditions and obligations contained in this agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto.
13. **Further Assurances.** Each of the parties hereto covenants and agrees from time to time and at all times hereafter to do and perform such acts and things and to execute all such deeds, documents and writings and give all such further assurances as may reasonably be required to give effect to the intention of this agreement.
14. **Conflict.** If there is any conflict or inconsistency between any term or provision of this agreement and any term or provision of the ECR Agreement, the terms and provisions of the ECR Agreement shall prevail.

IN WITNESS WHEREOF the parties have hereunto affixed their names by their proper officers as of the date first above written.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE C
DESCRIPTION OF SHARED FACILITIES AND ALLOCATED SHARE OF COMMON
EXPENSES

Schedule C comprises the following:

Schedule C-1 – Description of Shared Facilities

Schedule C-2 – Allocated Share of Common Expenses (Strata Lot 3 and Strata Lot 2)

Schedule C-3 – Allocated Share of Common Expenses (Strata Lot 3, Strata Lot 2 and Strata Lot 1)

Schedule C-4 - Methodologies and Principles Applied to Cost Share Allocations

**SCHEDULE C-1
DESCRIPTION OF SHARED FACILITIES**

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose
P4	P401/P401A	Stair #1 & VESTIBULE	1	2	Exit
P4	P402/P402A	Stair #2 & VESTIBULE	1	2	Exit
P4	P403/P403A	Stair #3 & VESTIBULE	2	1	Exit
P4	P404/P404A	Stair #4 & VESTIBULE	1	2	Exit
P4	P431	Ramp	2	1	Exit
P4	P430	RES PARKING EAST TOWER DRIVE AISLES	2	1	Vehicle Access
P4	P430	RES PARKING WEST TOWER DRIVE AISLES	1	2	Vehicle Access
P4		PARKADE EXHAUST SHAFT	2	1	Mechanical
P3	P301/P301A	Stair #1 & VESTIBULE	1	2	Exit
P3	P302/P302A	Stair #2 & VESTIBULE	1	2	Exit
P3	P303/P303A	Stair #3 & VESTIBULE	2	1	Exit
P3	P304/P304A	Stair #4 & VESTIBULE	1	2	Exit
P3	P331	Ramp	2	1	Vehicle Access
P3	P332	Ramp	2	1	Vehicle Access
P3		PARKADE EXHAUST SHAFT	2	1	Mechanical
P3		PARKADE AIR INTAKE SHAFT	1	2	Mechanical
P3	P330	RES PARKING EAST TOWER DRIVE AISLES	2	1	Vehicle Access
P3	P330	RES PARKING WEST TOWER DRIVE AISLES	1	2	Vehicle Access
P2	P201/P201A	Stair #1 & VESTIBULE	1	2	Exit
P2	P202/P202A	Stair #2 & VESTIBULE	3	1 & 2	Exit
P2	P203/P203A	Stair #3 & VESTIBULE	3	1 & 2	Exit
P2	P204/P204A	Stair #4 & VESTIBULE	3	1 & 2	Exit
P2		Shared Access & Ramp	3	1 & 2	Vehicle Access
P2		SHARED VISITOR PARKING	3	1 & 2	RES VISITOR PARKING
P2	P234	Ramp	2	1	Vehicle Access
P2		PARKADE EXHAUST SHAFT	2	1 & 3	Mechanical

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose
P2		PARKADE AIR INTAKE SHAFT	1	2 & 3	Mechanical
P1	P101/P101A	Stair #1 & VESTIBULE	3	1 & 2	Exit
P1	P102/P102A	Stair #2 & VESTIBULE	3	1 & 2	Exit
P1	P103/P103A	Stair #3 & VESTIBULE	3	1 & 2	Exit
P1	P104/P104A	Stair #4 & VESTIBULE	3	1 & 2	Exit
P1		BIKE MEZZ EMERGENCY EXIT STAIR AREA	1	2	EXIT
EP1	EP101/EP102	Tower Stair & Vestibule	2	3	Exit
WP1	WP101	Tower Stair	1	3	Exit
WP1	WP102	Vestibule	1	3	Access
P1	P109	Meter Room	3	1	Service
P1		Enmax Well	3	1 & 2	Service
P1	P131	Ramp	3	1 & 2	Vehicle Access
P1	P132	Ramp	3	1 & 2	Vehicle Access
P1		PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical
P1		PARKADE AIR INTAKE SHAFT	3	1 & 2	Mechanical
P1 Mezz		Entry Ramp	3	1 & 2	Vehicle Access
P1 MEZZ		WEST TOWER STAIR	1	2 & 3	ACCESS
P1 MEZZ		RESIDENTIAL BICYCLE PARKING	1	2	ACCESS
P1 MEZZ		EMERGENCY EXIT	1	2	ACCESS
P1 MEZZ		RESIDENTIAL SECURITY OFFICE	1	2	ACCESS
P1 MEZZ		PARKADE ENTRY RAMP	3	1 & 2	ACCESS
P1 MEZZ		PARKADE ENTRANCE	3	1 & 2	ACCESS
P1 MEZZ		STAIR #4	3	1 & 2	ACCESS
P1 MEZZ		RAMP DN	3	1 & 2	ACCESS
L1	101	Stair #1	3	1 & 2	Exit
L1	102	Stair #2	3	1 & 2	Exit
L1	103	Stair #3	3	1 & 2	Exit
L1	104	Stair #4	3	1 & 2	Exit
L1	105	Stair #5	3	1	Exit
L1	106	Stair #6	3	1	Exit
L1	112	West Tower Exit Corridor	3	1	Access

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose
L1	118	Boiler/Pump Room	2	1	Mechanical
L1	119	Corridor	3	1	Access
L1	125	Loading Area West	3	1 & 2	Loading Dock
L1	128	Loading Area Common	3	1 & 2	Loading Dock
L1	131	Oil Fill Room	2	1	Service
L1	133	Loading Area East	3	2	Loading Dock
L1	134	Corridor	3	2	Access
L1	137	Exit Corridor	3	2	Exit
L1	141	PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical
L1		PARKADE AIR INTAKE SHAFT	3	1 & 2	Mechanical
L1	E101	STAIR E101	2	3	EXIT
L1	W101/W103	STAIR W101 & VESTIBULE	1	3	EXIT
L1	E111	STAIR E111	3	2	EXIT
L1 Mezz		Stair #6 Exit Mezzanine	3	2	EXIT
L1 MEZZ		EXIT MEZZANINE CORRIDOR	3	1	EXIT
L2	201	STAIR	3	1 & 2	Exit
L2	202	Stair #2	3	1 & 2	Exit
L2	204	Stair #4	3	1 & 2	Exit
L2	206	Stair #6	3	2	Exit
L2		PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical
L2		PARKADE INTAKE SHAFT	3	1 & 2	Mechanical
Mech Mezz	M301	Stair #2	3	1 & 2	Exit
Mech Mezz	M302	Stair #2	3	1 & 2	Exit
Mech Mezz	M303	Corridor	3	1 & 2	Access/Exit
Mech Mezz	M304	Tower Generator Room	2	1	Service
Mech Mezz	M308	Service Corridor	3	1 & 2	Access/Exit
Mech Mezz	M309	Mechanical Room	3	1 & 2	Mechanical
Mech Mezz		PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical
L3	301	Stair #2	3	1 & 2	Exit
L3	304	Stair #4	3	1 & 2	Exit

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose
L3		East Tower Green Roof	2	1 & 3	Amenity
L3		Cooling Towers	3	1 & 2	Exit
L3		AMENITY GREEN ROOF	2	1 & 3	Amenity
L3		WEST PODIUM ROOF	1	2 & 3	Amenity
L3		SERVICE ACCESS PATH	3	1 & 2	ACCESS
L3		Amenity	2	1 & 3	Amenity
<p>EXTERIOR MAINTENANCE OF PUBLIC AREAS e.g. landscaping, snow removal, waste/trash collections, maintenance and repairs. Scope includes all public sidewalks, and publicly owned portions of parking garage and loading dock ramps. Generally, all lands between property line and curb line</p>					
<p>EXTERIOR MAINTENANCE OF PRIVATE AREAS e.g. landscaping, snow removal, waste/trash collections, maintenance and repairs. Scope includes all privately owned lands outside building envelope but within property line</p>					
<p>REPAIRS TO COMMON FOUNDATION –See definition of Common Foundation in Section 1.1(i) of the Agreement</p>					

SCHEDULE C-2
ALLOCATED SHARE OF COMMON EXPENSES
BETWEEN STRATA LOT 3 AND STRATA LOT 2

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute			Strata Lot Proportionate Share		
							3	2	1	3	2	1
P4	P401/P401A	Stair #1 & VESTIBULE	1	2	Exit	A		*			100%	0%
P4	P402/P402A	Stair #2 & VESTIBULE	1	2	Exit	A		*			100%	0%
P4	P403/P403A	Stair #3 & VESTIBULE	2	1	Exit	A		*			100%	0%
P4	P404/P404A	Stair #4 & VESTIBULE	1	2	Exit	A		*			100%	0%
P4	P431	Ramp	2	1	Exit	A		*			100%	0%
P4	P430	RES PARKING EAST TOWER DRIVE AISLES	2	1	Vehicle Access	A		*			100%	0%
P4	P430	RES PARKING WEST TOWER DRIVE AISLES	1	2	Vehicle Access	A		*			100%	0%
P4		PARKADE EXHAUST SHAFT	2	1	Mechanical	A		*			100%	0%
P3	P301/P301A	Stair #1 & VESTIBULE	1	2	Exit	A		*			100%	0%
P3	P302/P302A	Stair #2 & VESTIBULE	1	2	Exit	A		*			100%	0%
P3	P303/P303A	Stair #3 & VESTIBULE	2	1	Exit	A		*			100%	0%
P3	P304/P304A	Stair #4 & VESTIBULE	1	2	Exit	A		*			100%	0%
P3	P331	Ramp	2	1	Vehicle Access	A		*			100%	0%
P3	P332	Ramp	2	1	Vehicle Access	A		*			100%	0%
P3		PARKADE EXHAUST SHAFT	2	1	Mechanical	A		*			100%	0%
P3		PARKADE AIR INTAKE SHAFT	1	2	Mechanical	A		*			100%	0%
P3	P330	RES PARKING EAST TOWER DRIVE AISLES	2	1	Vehicle Access	A		*			100%	0%
P3	P330	RES PARKING WEST TOWER DRIVE AISLES	1	2	Vehicle Access	A		*			100%	0%
P2	P201/P201A	Stair #1 & VESTIBULE	1	2	Exit	A		*			100%	0%
P2	P202/P202A	Stair #2 & VESTIBULE	3	1 & 2	Exit	B	*	*		35%	65%	0%
P2	P203/P203A	Stair #3 & VESTIBULE	3	1 & 2	Exit	B	*	*		35%	65%	0%
P2	P204/P204A	Stair #4 & VESTIBULE	3	1 & 2	Exit	B	*	*		35%	65%	0%
P2		Shared Access & Ramp	3	1 & 2	Vehicle Access	B	*	*		35%	65%	0%
P2		SHARED VISITOR PARKING	3	1 & 2	RES VISITOR PARKING	B	*	*		35%	65%	0%
P2	P234	Ramp	2	1	Vehicle Access	A		*			100%	0%

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute	Strata Lot Proportionate Share		
P2		PARKADE EXHAUST SHAFT	2	1 & 3	Mechanical	B	• •	35%	65%	0%
P2		PARKADE AIR INTAKE SHAFT	1	2 & 3	Mechanical	B	• •	35%	65%	0%
P1	P101/P101A	Stair #1 & VESTIBULE	3	1 & 2	Exit	B	• •	35%	65%	0%
P1	P102/P102A	Stair #2 & VESTIBULE	3	1 & 2	Exit	B	• •	35%	65%	0%
P1	P103/P103A	Stair #3 & VESTIBULE	3	1 & 2	Exit	B	• •	35%	65%	0%
P1	P104/P104A	Stair #4 & VESTIBULE	3	1 & 2	Exit	B	• •	35%	65%	0%
P1		BIKE MEZZ EMERGENCY EXIT STAIR AREA	1	2	EXIT	A	•		100%	0%
EP1	EP101/EP102	Tower Stair & Vestibule	2	3	Exit	B	• •	35%	65%	
WP1	WP101	Tower Stair	1	3	Exit	B	•	100%		0%
WP1	WP102	Vestibule	1	3	Access	B	•	100%		0%
P1	P109	Meter Room	3	1	Service	B	•	100%		0%
P1		Enmax Well	3	1 & 2	Service	B	• •	35%	65%	0%
P1	P131	Ramp	3	1 & 2	Vehicle Access	B	• •	35%	65%	0%
P1	P132	Ramp	3	1 & 2	Vehicle Access	B	• •	35%	65%	0%
P1		PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical	B	• •	35%	65%	0%
P1		PARKADE AIR INTAKE SHAFT	3	1 & 2	Mechanical	B	• •	35%	65%	0%
P1 Mezz		Entry Ramp	3	1 & 2	Vehicle Access	B	• •	35%	65%	0%
P1 MEZZ		WEST TOWER STAIR	1	2 & 3	ACCESS	B	• •	35%	65%	0%
P1 MEZZ		RESIDENTIAL BICYCLE PARKING	1	2	ACCESS	A	•		100%	0%
P1 MEZZ		EMERGENCY EXIT	1	2	ACCESS	A	•		100%	0%
P1 MEZZ		RESIDENTIAL SECURITY OFFICE	1	2	ACCESS	A	•		100%	0%
P1 MEZZ		PARKADE ENTRY RAMP	3	1 & 2	ACCESS	B	• •	35%	65%	0%
P1 MEZZ		PARKADE ENTRANCE	3	1 & 2	ACCESS	B	• •	35%	65%	0%
P1 MEZZ		STAIR #4	3	1 & 2	ACCESS	B	• •	35%	65%	0%
P1 MEZZ		RAMP DN	3	1 & 2	ACCESS	B	• •	35%	65%	0%
L1	101	Stair #1	3	1 & 2	Exit	C	• •	69%	31%	0%
L1	102	Stair #2	3	1 & 2	Exit	C	• •	69%	31%	0%
L1	103	Stair #3	3	1 & 2	Exit	C	• •	69%	31%	0%
L1	104	Stair #4	3	1 & 2	Exit	C	• •	69%	31%	0%
L1	105	Stair #5	3	1	Exit	C	•	100%		0%
L1	106	Stair #6	3	1	Exit	C	•	100%		0%
L1	112	West Tower Exit Corridor	3	1	Access	C	•	100%		0%
L1	118	Boiler/Pump Room	2	1	Mechanical	A	•		100%	0%
L1	119	Corridor	3	1	Access	C	•	100%		0%
L1	125	Loading Area West	3	1 & 2	Loading Dock	D	• •	90%	10%	0%
L1	128	Loading Area Common	3	1 & 2	Loading Dock	D	• •	90%	10%	0%

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute	Strata Lot Proportionate Share		
L1	131	Oil Fill Room	2	1	Service	A	•		100%	0%
L1	133	Loading Area East	3	2	Loading Dock	D	• •	90%	10%	
L1	134	Corridor	3	2	Access	C	• •	69%	31%	
L1	137	Exit Corridor	3	2	Exit	C	• •	69%	31%	
L1	141	PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical	C	• •	69%	31%	0%
L1		PARKADE AIR INTAKE SHAFT	3	1 & 2	Mechanical	C	• •	69%	31%	0%
L1	E101	STAIR E101	2	3	EXIT	C	•	69%	31%	
L1	W101/W103	STAIR W101 & VESTIBULE	1	3	EXIT	C	•	100%		0%
L1	E111	STAIR E111	3	2	EXIT	C	• •	69%	31%	
L1 Mezz		Stair #6 Exit Mezzanine	3	2	EXIT	C	• •	69%	31%	
L1 MEZZ		EXIT MEZZANINE CORRIDOR	3	1	EXIT	C	•	100%		0%
L2	201	STAIR	3	1 & 2	Exit	C	• •	69%	31%	0%
L2	202	Stair #2	3	1 & 2	Exit	C	• •	69%	31%	0%
L2	204	Stair #4	3	1 & 2	Exit	C	• •	69%	31%	0%
L2	206	Stair #6	3	2	Exit	C	• •	69%	31%	
L2		PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical	C	• •	69%	31%	0%
L2		PARKADE INTAKE SHAFT	3	1 & 2	Mechanical	C	• •	69%	31%	0%
Mech Mezz	M301	Stair #2	3	1 & 2	Exit	C	• •	69%	31%	0%
Mech Mezz	M302	Stair #2	3	1 & 2	Exit	C	• •	69%	31%	0%
Mech Mezz	M303	Corridor	3	1 & 2	Access/Exit	C	• •	69%	31%	0%
Mech Mezz	M304	Tower Generator Room	2	1	Service	A	•		100%	0%
Mech Mezz	M308	Service Corridor	3	1 & 2	Access/Exit	C	• •	69%	31%	0%
Mech Mezz	M309	Mechanical Room	3	1 & 2	Mechanical	C	• •	69%	31%	0%
Mech Mezz		PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical	C	• •	69%	31%	0%
L3	301	Stair #2	3	1 & 2	Exit	C	• •	69%	31%	0%
L3	304	Stair #4	3	1 & 2	Exit	C	• •	69%	31%	0%
L3		East Tower Green Roof	2	1 & 3	Amenity	E	•		100%	0%
L3		Cooling Towers	3	1 & 2	Exit	C	• •	69%	31%	0%
L3		AMENITY GREEN ROOF	2	1 & 3	Amenity	E	•		100%	0%
L3		WEST PODIUM ROOF	1	2 & 3	Amenity	E	•		100%	0%
L3		SERVICE ACCESS PATH	3	1 & 2	ACCESS	C	• •	69%	31%	0%
L3		Amenity	2	1 & 3	Amenity	E	•		50%	50%
EXTERIOR MAINTENANCE OF PUBLIC AREAS e.g. landscaping, snow removal, waste/trash collections, maintenance and repairs. Scope includes all public sidewalks, and publicly owned portions of parking garage and loading dock ramps. Generally, all lands between property line and curb line						F	• •	80%	20%	0%
EXTERIOR MAINTENANCE OF PRIVATE AREAS e.g. landscaping, snow removal, waste/trash collections, maintenance and repairs. Scope includes all privately owned lands outside building envelope but within property line						F	• •	80%	20%	0%
REPAIRS TO COMMON FOUNDATION – See definition of Common Foundation in Section 1.1(i) of the Agreement						C	• •	69%	31%	0%

ALLOCATION CRITERIA

CATEGORY	APPROACH
A	Proportionate usage as determined by Strata Lot 1 and 2 ownership, not formula based. In the interim period, Strata Lot 2 will cover 100% of any RES to RES cost sharing items
B	Proportionate share is determined by first: relative # of UG parking stalls owned by Strata Lot 3 (retail) and Strata Lots 1 and 2 (residential), and second, residential costs between Lots 1 and 2 are split by relative GFA. In the interim period, all residential parking spots are attributed to Strata Lot 2.
C	Proportionate Share is determined by modified Gross Floor Area (GFA), in which Strata Lot 3 (retail) is first multiplied by 2 [228,725sf x 2 = 457450] while Strata Lot 2 use its actual value
D	Proportionate Share for the loading dock will be split firstly: 90% to Strata 3 (retail) owner, with the remaining 10% assigned to the Strata 2 (residential owner).
E	Proportionate Share for the Green Roof and Amenity will be 100% Strata Lot 2 cost.
F	Proportionate Share for the maintenance of Exterior Public and Private Areas will be split firstly: 80% for Strata Lot 3 (retail) owner and 20% for the Strata Lot 2 (residential owner)

VALUES FOR USE IN ALLOCATION CRITERIA

LOT	GFA	PARKING STALLS	PROPORTIONATE SHARE GFA (C)	PROPORTIONATE SHARE PARKING STALLS (B)	RES ONLY GFA PROPORTIONATE SHARE (B, D, F)
1	0		0.00%		0.00%
2	205502	590	31.00%	64.69%	100.00%
3	228725	322	69.00%	35.31%	
RES TOTAL (1 AND 2)	205502	590	31.00%	64.69%	

NOTE: 2X RETAIL GFA IS 457,450

SCHEDULE C-3
ALLOCATED SHARE OF COMMON EXPENSES
BETWEEN STRATA LOT 3, STRATA LOT 2 AND STRATA LOT 1

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute			Strata Lot Proportionate Share		
							3	2	1	3	2	1
P4	P401/P401A	Stair #1 & VESTIBULE	1	2	Exit	A		•	•		23%	77%
P4	P402/P402A	Stair #2 & VESTIBULE	1	2	Exit	A		•	•		23%	77%
P4	P403/P403A	Stair #3 & VESTIBULE	2	1	Exit	A		•	•		23%	77%
P4	P404/P404A	Stair #4 & VESTIBULE	1	2	Exit	A		•	•		23%	77%
P4	P431	Ramp	2	1	Exit	A		•	•		23%	77%
P4	P430	RES PARKING EAST TOWER DRIVE AISLES	2	1	Vehicle Access	A		•	•		23%	77%
P4	P430	RES PARKING WEST TOWER DRIVE AISLES	1	2	Vehicle Access	A		•	•		23%	77%
P4		PARKADE EXHAUST SHAFT	2	1	Mechanical	A		•	•		23%	77%
P3	P301/P301A	Stair #1 & VESTIBULE	1	2	Exit	A		•	•		23%	77%
P3	P302/P302A	Stair #2 & VESTIBULE	1	2	Exit	A		•	•		23%	77%
P3	P303/P303A	Stair #3 & VESTIBULE	2	1	Exit	A		•	•		23%	77%
P3	P304/P304A	Stair #4 & VESTIBULE	1	2	Exit	A		•	•		23%	77%
P3	P331	Ramp	2	1	Vehicle Access	A		•	•		23%	77%
P3	P332	Ramp	2	1	Vehicle Access	A		•	•		23%	77%
P3		PARKADE EXHAUST SHAFT	2	1	Mechanical	A		•	•		23%	77%
P3		PARKADE AIR INTAKE SHAFT	1	2	Mechanical	A		•	•		23%	77%
P3	P330	RES PARKING EAST TOWER DRIVE AISLES	2	1	Vehicle Access	A		•	•		23%	77%
P3	P330	RES PARKING WEST TOWER DRIVE AISLES	1	2	Vehicle Access	A		•	•		23%	77%
P2	P201/P201A	Stair #1 & VESTIBULE	1	2	Exit	A		•	•		23%	77%
P2	P202/P202A	Stair #2 & VESTIBULE	3	1 & 2	Exit	B	•	•	•	35%	24%	41%
P2	P203/P203A	Stair #3 & VESTIBULE	3	1 & 2	Exit	B	•	•	•	35%	24%	41%
P2	P204/P204A	Stair #4 & VESTIBULE	3	1 & 2	Exit	B	•	•	•	35%	24%	41%

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute			Strata Lot Proportionate Share		
P2		Shared Access & Ramp	3	1 & 2	Vehicle Access	B	*	*	*	35%	24%	41%
P2		SHARED VISITOR PARKING	3	1 & 2	RES VISITOR PARKING	B	*	*	*	35%	24%	41%
P2	P234	Ramp	2	1	Vehicle Access	A		*	*		23%	77%
P2		PARKADE EXHAUST SHAFT	2	1 & 3	Mechanical	B	*	*	*	35%	24%	41%
P2		PARKADE AIR INTAKE SHAFT	1	2 & 3	Mechanical	B	*	*	*	35%	24%	41%
P1	P101/P101A	Stair #1 & VESTIBULE	3	1 & 2	Exit	B	*	*	*	35%	24%	41%
P1	P102/P102A	Stair #2 & VESTIBULE	3	1 & 2	Exit	B	*	*	*	35%	22%	43%
P1	P103/P103A	Stair #3 & VESTIBULE	3	1 & 2	Exit	B	*	*	*	35%	24%	41%
P1	P104/P104A	Stair #4 & VESTIBULE	3	1 & 2	Exit	B	*	*	*	35%	24%	41%
P1		BIKE MEZZ EMERGENCY EXIT STAIR AREA	1	2	EXIT	A		*	*		23%	77%
EP1	EP101/EP102	Tower Stair & Vestibule	2	3	Exit	B	*	*		35%	65%	
WP1	WP101	Tower Stair	1	3	Exit	B	*	*		35%		65%
WP1	WP102	Vestibule	1	3	Access	B	*	*		35%		65%
P1	P109	Meter Room	3	1	Service	B	*	*		35%		65%
P1		Enmax Well	3	1 & 2	Service	B	*	*	*	35%	24%	41%
P1	P131	Ramp	3	1 & 2	Vehicle Access	B	*	*	*	35%	24%	41%
P1	P132	Ramp	3	1 & 2	Vehicle Access	B	*	*	*	35%	24%	41%
P1		PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical	B	*	*	*	35%	24%	41%
P1		PARKADE AIR INTAKE SHAFT	3	1 & 2	Mechanical	B	*	*	*	35%	24%	41%
P1 Mezz		Entry Ramp	3	1 & 2	Vehicle Access	B	*	*	*	35%	24%	41%
P1 MEZZ		WEST TOWER STAIR	1	2 & 3	ACCESS	B	*	*	*	35%	24%	41%
P1 MEZZ		RESIDENTIAL BICYCLE PARKING	1	2	ACCESS	A		*	*		23%	77%
P1 MEZZ		EMERGENCY EXIT	1	2	ACCESS	A		*	*		23%	77%
P1 MEZZ		RESIDENTIAL SECURITY OFFICE	1	2	ACCESS	A		*	*		23%	77%
P1 MEZZ		PARKADE ENTRY RAMP	3	1 & 2	ACCESS	B	*	*	*	35%	24%	41%
P1 MEZZ		PARKADE ENTRANCE	3	1 & 2	ACCESS	B	*	*	*	35%	24%	41%
P1 MEZZ		STAIR #4	3	1 & 2	ACCESS	B	*	*	*	35%	24%	41%
P1 MEZZ		RAMP DN	3	1 & 2	ACCESS	B	*	*	*	35%	24%	41%

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute			Strata Lot Proportionate Share		
L1	101	Stair #1	3	1 & 2	Exit	C	*	*	*	38%	19%	43%
L1	102	Stair #2	3	1 & 2	Exit	C	*	*	*	38%	19%	43%
L1	103	Stair #3	3	1 & 2	Exit	C	*	*	*	38%	19%	43%
L1	104	Stair #4	3	1 & 2	Exit	C	*	*	*	38%	19%	43%
L1	105	Stair #5	3	1	Exit	C	*		*	53%		47%
L1	106	Stair #6	3	1	Exit	C	*		*	53%		47%
L1	112	West Tower Exit Corridor	3	1	Access	C	*		*	53%		47%
L1	118	Boiler/Pump Room	2	1	Mechanical	A		*	*		23%	77%
L1	119	Corridor	3	1	Access	C	*		*	53%		47%
L1	125	Loading Area West	3	1 & 2	Loading Dock	D	*	*	*	80%	7%	13%
L1	128	Loading Area Common	3	1 & 2	Loading Dock	D	*	*	*	80%	7%	13%
L1	131	Oil Fill Room	2	1	Service	A		*	*		23%	77%
L1	133	Loading Area East	3	2	Loading Dock	D	*	*		80%	20%	
L1	134	Corridor	3	2	Access	C	*	*		69%	31%	
L1	137	Exit Corridor	3	2	Exit	C	*	*		69%	31%	
L1	141	PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical	C	*	*	*	38%	19%	43%
L1		PARKADE AIR INTAKE SHAFT	3	1 & 2	Mechanical	C	*	*	*	38%	19%	43%
L1	E101	STAIR E101	2	3	EXIT	C	*	*		69%	31%	
L1	W101/W103	STAIR W101 & VESTIBULE	1	3	EXIT	C	*		*	53%		47%
L1	E111	STAIR E111	3	2	EXIT	C	*	*		69%	31%	
L1 Mezz		Stair #6 Exit Mezzanine	3	2	EXIT	C	*	*		69%	31%	
L1 MEZZ		EXIT MEZZANINE CORRIDOR	3	1	EXIT	C	*		*	53%		47%
L2	201	STAIR	3	1 & 2	Exit	C	*	*	*	38%	19%	43%
L2	202	Stair #2	3	1 & 2	Exit	C	*	*	*	38%	19%	43%
L2	204	Stair #4	3	1 & 2	Exit	C	*	*	*	38%	19%	43%
L2	206	Stair #6	3	2	Exit	C	*	*		69%	31%	
L2		PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical	C	*	*	*	38%	19%	43%
L2		PARKADE INTAKE SHAFT	3	1 & 2	Mechanical	C	*	*	*	38%	19%	43%
Mech Mezz	M301	Stair #2	3	1 & 2	Exit	C	*	*	*	38%	19%	43%
Mech Mezz	M302	Stair #2	3	1 & 2	Exit	C	*	*	*	38%	19%	43%

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute			Strata Lot Proportionate Share		
Mech Mezz	M303	Corridor	3	1 & 2	Access/Exit	C	*	*	*	38%	19%	43%
Mech Mezz	M304	Tower Generator Room	2	1	Service	A		*	*		23%	77%
Mech Mezz	M308	Service Corridor	3	1 & 2	Access/Exit	C	*	*	*	38%	19%	43%
Mech Mezz	M309	Mechanical Room	3	1 & 2	Mechanical	C	*	*	*	38%	19%	43%
Mech Mezz		PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical	C	*	*	*	38%	19%	43%
L3	301	Stair #2	3	1 & 2	Exit	C	*	*	*	38%	19%	43%
L3	304	Stair #4	3	1 & 2	Exit	C	*	*	*	38%	19%	43%
L3		East Tower Green Roof	2	1 & 3	Amenity	E		*	*		50%	50%
L3		Cooling Towers	3	1 & 2	Exit	C	*	*	*	38%	19%	43%
L3		AMENITY GREEN ROOF	2	1 & 3	Amenity	E		*	*		50%	50%
L3		WEST PODIUM ROOF	1	2 & 3	Amenity	E		*	*		50%	50%
L3		SERVICE ACCESS PATH	3	1 & 2	ACCESS	C	*	*	*	38%	19%	43%
L3		Amenity	2	1 & 3	Amenity	E		*	*		50%	50%
EXTERIOR MAINTENANCE OF PUBLIC AREAS e.g. landscaping, snow removal, waste/trash collections, maintenance and repairs. Scope includes all public sidewalks, and publicly owned portions of parking garage and loading dock ramps, or more generally, all lands between property line and curb line						F	*	*	*	50%	17%	33%
EXTERIOR MAINTENANCE OF PRIVATE AREAS e.g. landscaping, snow removal, waste/trash collections, maintenance and repairs. Scope includes all privately owned lands outside building envelope but within property line						F	*	*	*	50%	17%	33%
REPAIRS TO COMMON FOUNDATION – See definition of Common Foundation in Section 1.1(i) of the Agreement						C	*	*	*	38%	19%	43%

ALLOCATION CRITERIA

CATEGORY	APPROACH
A	Proportionate usage as determined by Strata Lot 1 and 2 ownership, not formula based
B	Proportionate share is determined by first: relative # of UG parking stalls owned by Strata Lot 3 (retail) and Strata Lots 1 and 2 (residential), and second, residential costs between Lots 1 and 2 are split by relative # of UG parking stalls
C	Proportionate Share is determined by modified Gross Floor Area (GFA), in which Strata Lot 3 (retail) is first multiplied by 2 [228,725sf x 2 = 457450] while Strata Lots 1 and 2 use their actual values
D	Proportionate Share for the loading dock will be split firstly: 80% to Strata 3 (retail) owner, with the remaining 20% assigned to the Strata 1 or 2 (residential owners), and secondly between Strata 1 and 2 owner by relative GFA.
E	Proportionate Share for the Green Roof and Amenity will be split between Strata Lot 1 and 2 owners 50 / 50

CATEGORY	APPROACH
F	Proportionate Share for the maintenance of Exterior Public and Private Areas will be split firstly: 50% for Strata Lot 3 (retail) owner and 50% for the Strata Lot 1 and 2 (residential owners), and secondly between Strata Lot 1 and 2 (residential) owners by relative GFA

VALUES FOR USE IN ALLOCATION CRITERIA

LOT	GFA	PARKING STALLS	PRORTIONATE SHARE GFA (C)	PROPORTIONATE SHARE PARKING STALLS (B)
1	399671	375	37.61%	41.12%
2	205502	215	19.34%	23.57%
3	228725	322	43.05%	35.31%
RES TOTAL (1 AND 2)	605173	590	56.95%	64.69%

NOTE: 2X RETAIL GFA IS 457,450

SCHEDULE C-4
METHODOLOGIES AND PRINCIPLES APPLIED
TO COST SHARE ALLOCATIONS

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute		
							3	2	1
P4	P401/P401A	Stair #1 & VESTIBULE	1	2	Exit	A		•	•
P4	P402/P402A	Stair #2 & VESTIBULE	1	2	Exit	A		•	•
P4	P403/P403A	Stair #3 & VESTIBULE	2	1	Exit	A		•	•
P4	P404/P404A	Stair #4 & VESTIBULE	1	2	Exit	A		•	•
P4	P431	Ramp	2	1	Exit	A		•	•
P4	P430	RES PARKING EAST TOWER DRIVE AISLES	2	1	Vehicle Access	A		•	•
P4	P430	RES PARKING WEST TOWER DRIVE AISLES	1	2	Vehicle Access	A		•	•
P4		PARKADE EXHAUST SHAFT	2	1	Mechanical	A		•	•
P3	P301/P301A	Stair #1 & VESTIBULE	1	2	Exit	A		•	•
P3	P302/P302A	Stair #2 & VESTIBULE	1	2	Exit	A		•	•
P3	P303/P303A	Stair #3 & VESTIBULE	2	1	Exit	A		•	•
P3	P304/P304A	Stair #4 & VESTIBULE	1	2	Exit	A		•	•
P3	P331	Ramp	2	1	Vehicle Access	A		•	•
P3	P332	Ramp	2	1	Vehicle Access	A		•	•
P3		PARKADE EXHAUST SHAFT	2	1	Mechanical	A		•	•
P3		PARKADE AIR INTAKE SHAFT	1	2	Mechanical	A		•	•
P3	P330	RES PARKING EAST TOWER DRIVE AISLES	2	1	Vehicle Access	A		•	•
P3	P330	RES PARKING WEST TOWER DRIVE AISLES	1	2	Vehicle Access	A		•	•
P2	P201/P201A	Stair #1 & VESTIBULE	1	2	Exit	A		•	•
P2	P202/P202A	Stair #2 & VESTIBULE	3	1 & 2	Exit	B	•	•	•
P2	P203/P203A	Stair #3 & VESTIBULE	3	1 & 2	Exit	B	•	•	•

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute		
P2	P204/P204A	Stair #4 & VESTIBULE	3	1 & 2	Exit	B	*	*	*
P2		Shared Access & Ramp	3	1 & 2	Vehicle Access	B	*	*	*
P2		SHARED VISITOR PARKING	3	1 & 2	RES VISITOR PARKING	B	*	*	*
P2	P234	Ramp	2	1	Vehicle Access	A		*	*
P2		PARKADE EXHAUST SHAFT	2	1 & 3	Mechanical	B	*	*	*
P2		PARKADE AIR INTAKE SHAFT	1	2 & 3	Mechanical	B	*	*	*
P1	P101/P101A	Stair #1 & VESTIBULE	3	1 & 2	Exit	B	*	*	*
P1	P102/P102A	Stair #2 & VESTIBULE	3	1 & 2	Exit	B	*	*	*
P1	P103/P103A	Stair #3 & VESTIBULE	3	1 & 2	Exit	B	*	*	*
P1	P104/P104A	Stair #4 & VESTIBULE	3	1 & 2	Exit	B	*	*	*
P1		BIKE MEZZ EMERGENCY EXIT STAIR AREA	1	2	EXIT	A		*	*
EP1	EP101/EP102	Tower Stair & Vestibule	2	3	Exit	B	*	*	
WP1	WP101	Tower Stair	1	3	Exit	B	*		*
WP1	WP102	Vestibule	1	3	Access	B	*		*
P1	P109	Meter Room	3	1	Service	B	*		*
P1		Enmax Well	3	1 & 2	Service	B	*	*	*
P1	P131	Ramp	3	1 & 2	Vehicle Access	B	*	*	*
P1	P132	Ramp	3	1 & 2	Vehicle Access	B	*	*	*
P1		PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical	B	*	*	*
P1		PARKADE AIR INTAKE SHAFT	3	1 & 2	Mechanical	B	*	*	*
P1 Mezz		Entry Ramp	3	1 & 2	Vehicle Access	B	*	*	*
P1 MEZZ		WEST TOWER STAIR	1	2 & 3	ACCESS	B	*	*	*
P1 MEZZ		RESIDENTIAL BICYCLE PARKING	1	2	ACCESS	A		*	*
P1 MEZZ		EMERGENCY EXIT	1	2	ACCESS	A		*	*
P1 MEZZ		RESIDENTIAL SECURITY OFFICE	1	2	ACCESS	A		*	*
P1 MEZZ		PARKADE ENTRY RAMP	3	1 & 2	ACCESS	B	*	*	*

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute		
P1 MEZZ		PARKADE ENTRANCE	3	1 & 2	ACCESS	B	*	*	*
P1 MEZZ		STAIR #4	3	1 & 2	ACCESS	B	*	*	*
P1 MEZZ		RAMP DN	3	1 & 2	ACCESS	B	*	*	*
L1	101	Stair #1	3	1 & 2	Exit	C	*	*	*
L1	102	Stair #2	3	1 & 2	Exit	C	*	*	*
L1	103	Stair #3	3	1 & 2	Exit	C	*	*	*
L1	104	Stair #4	3	1 & 2	Exit	C	*	*	*
L1	105	Stair #5	3	1	Exit	C	*		*
L1	106	Stair #6	3	1	Exit	C	*		*
L1	112	West Tower Exit Corridor	3	1	Access	C	*		*
L1	118	Boiler/Pump Room	2	1	Mechanical	A		*	*
L1	119	Corridor	3	1	Access	C	*		*
L1	125	Loading Area West	3	1 & 2	Loading Dock	D	*	*	*
L1	128	Loading Area Common	3	1 & 2	Loading Dock	D	*	*	*
L1	131	Oil Fill Room	2	1	Service	A		*	*
L1	133	Loading Area East	3	2	Loading Dock	D	*	*	
L1	134	Corridor	3	2	Access	C	*	*	
L1	137	Exit Corridor	3	2	Exit	C	*	*	
L1	141	PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical	C	*	*	*
L1		PARKADE AIR INTAKE SHAFT	3	1 & 2	Mechanical	C	*	*	*
L1	E101	STAIR E101	2	3	EXIT	C	*	*	
L1	W101/W103	STAIR W101 & VESTIBULE	1	3	EXIT	C	*		*
L1	E111	STAIR E111	3	2	EXIT	C	*	*	
L1 Mezz		Stair #6 Exit Mezzanine	3	2	EXIT	C	*	*	
L1 MEZZ		EXIT MEZZANINE CORRIDOR	3	1	EXIT	C	*		*
L2	201	STAIR	3	1 & 2	Exit	C	*	*	*
L2	202	Stair #2	3	1 & 2	Exit	C	*	*	*
L2	204	Stair #4	3	1 & 2	Exit	C	*	*	*
L2	206	Stair #6	3	2	Exit	C	*	*	
L2		PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical	C	*	*	*

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute		
L2		PARKADE INTAKE SHAFT	3	1 & 2	Mechanical	C	*	*	*
Mech Mezz	M301	Stair #2	3	1 & 2	Exit	C	*	*	*
Mech Mezz	M302	Stair #2	3	1 & 2	Exit	C	*	*	*
Mech Mezz	M303	Corridor	3	1 & 2	Access/Exit	C	*	*	*
Mech Mezz	M304	Tower Generator Room	2	1	Service	A		*	*
Mech Mezz	M308	Service Corridor	3	1 & 2	Access/Exit	C	*	*	*
Mech Mezz	M309	Mechanical Room	3	1 & 2	Mechanical	C	*	*	*
Mech Mezz		PARKADE EXHAUST SHAFT	3	1 & 2	Mechanical	C	*	*	*
L3	301	Stair #2	3	1 & 2	Exit	C	*	*	*
L3	304	Stair #4	3	1 & 2	Exit	C	*	*	*
L3		East Tower Green Roof	2	1 & 3	Amenity	E		*	*
L3		Cooling Towers	3	1 & 2	Exit	C	*	*	*
L3		AMENITY GREEN ROOF	2	1 & 3	Amenity	E		*	*
L3		WEST PODIUM ROOF	1	2 & 3	Amenity	E		*	*
L3		SERVICE ACCESS PATH	3	1 & 2	ACCESS	C	*	*	*
L3		Amenity	2	1 & 3	Amenity	E		*	*
EXTERIOR MAINTENANCE OF PUBLIC AREAS e.g. landscaping, snow removal, waste/trash collections, maintenance and repairs. Scope includes all public sidewalks, and publicly owned portions of parking garage and loading dock ramps, or more generally, all lands between property line and curb line						F	*	*	*
EXTERIOR MAINTENANCE OF PRIVATE AREAS e.g. landscaping, snow removal, waste/trash collections, maintenance and repairs. Scope includes all privately owned lands outside building envelope but within property line						F	*	*	*
REPAIRS TO COMMON FOUNDATION – See definition of Common Foundation in Section 1.1(i) of the Agreement						C	*	*	*

ALLOCATION CRITERIA

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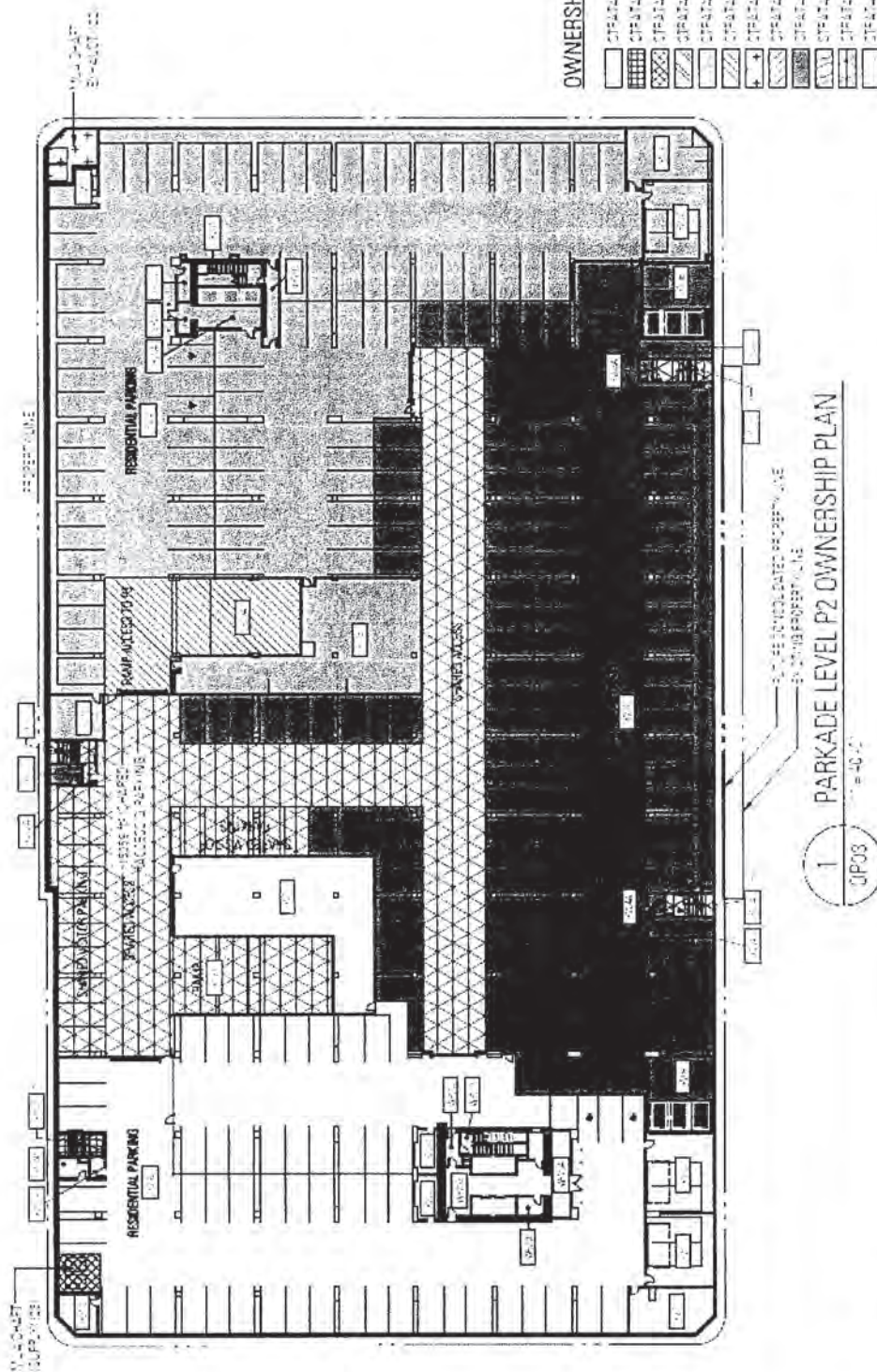
VALUES FOR USE IN ALLOCATION CRITERIA

LOT	GFA	PARKING STALLS	PROPORTIONATE SHARE GFA (C)	PROPORTIONATE SHARE PARKING STALLS (B)	RES ONLY GFA PROPORTIONATE SHARE (B, D, F)
1	399671	375	37.61%	41.12%	66.04%
2	205502	215	19.34%	23.57%	33.96%
3	228725	322	43.05%	35.31%	
RES TOTAL (1 AND 2)	605173	590	56.95%	64.69%	

NOTE: 2X RETAIL GFA IS 457,450

[illegible]

1. *Chlorophyll a* (Chl *a*)



OWNERSHIP COST SHARING LEGEND

[Pattern]	STP472 LOT 1 PHASE 1 RESIDENTIAL
[Pattern]	STP472 LOT 2 PHASE 1 W/ STP472 LOT 1
[Pattern]	STP472 LOT 3 PHASE 1 W/ STP472 LOT 2
[Pattern]	STP472 LOT 4 PHASE 1 W/ STP472 LOT 3
[Pattern]	STP472 LOT 5 PHASE 1 W/ STP472 LOT 4
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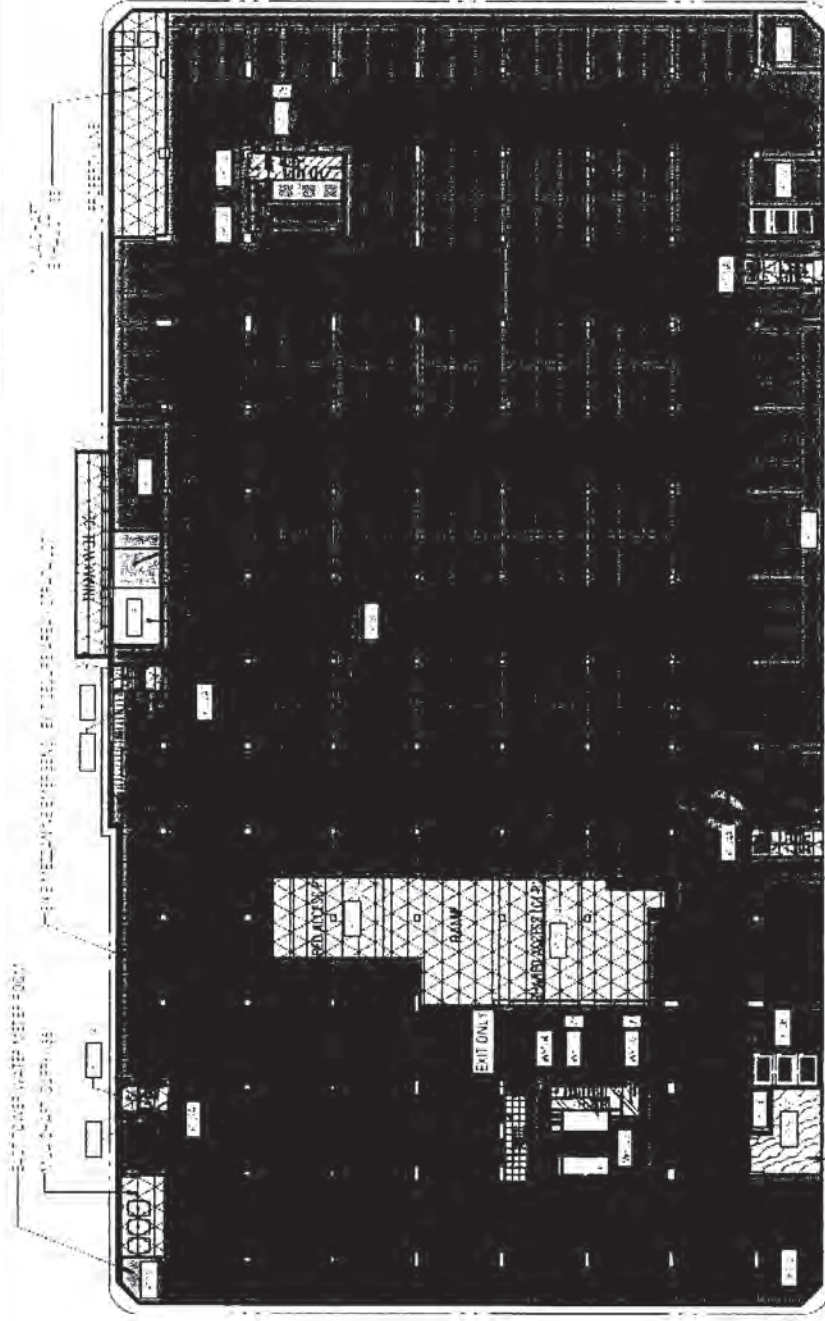
Gibbs | Gage

ARCHITECT

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OWNERSHIP COST SHARING LEGEND

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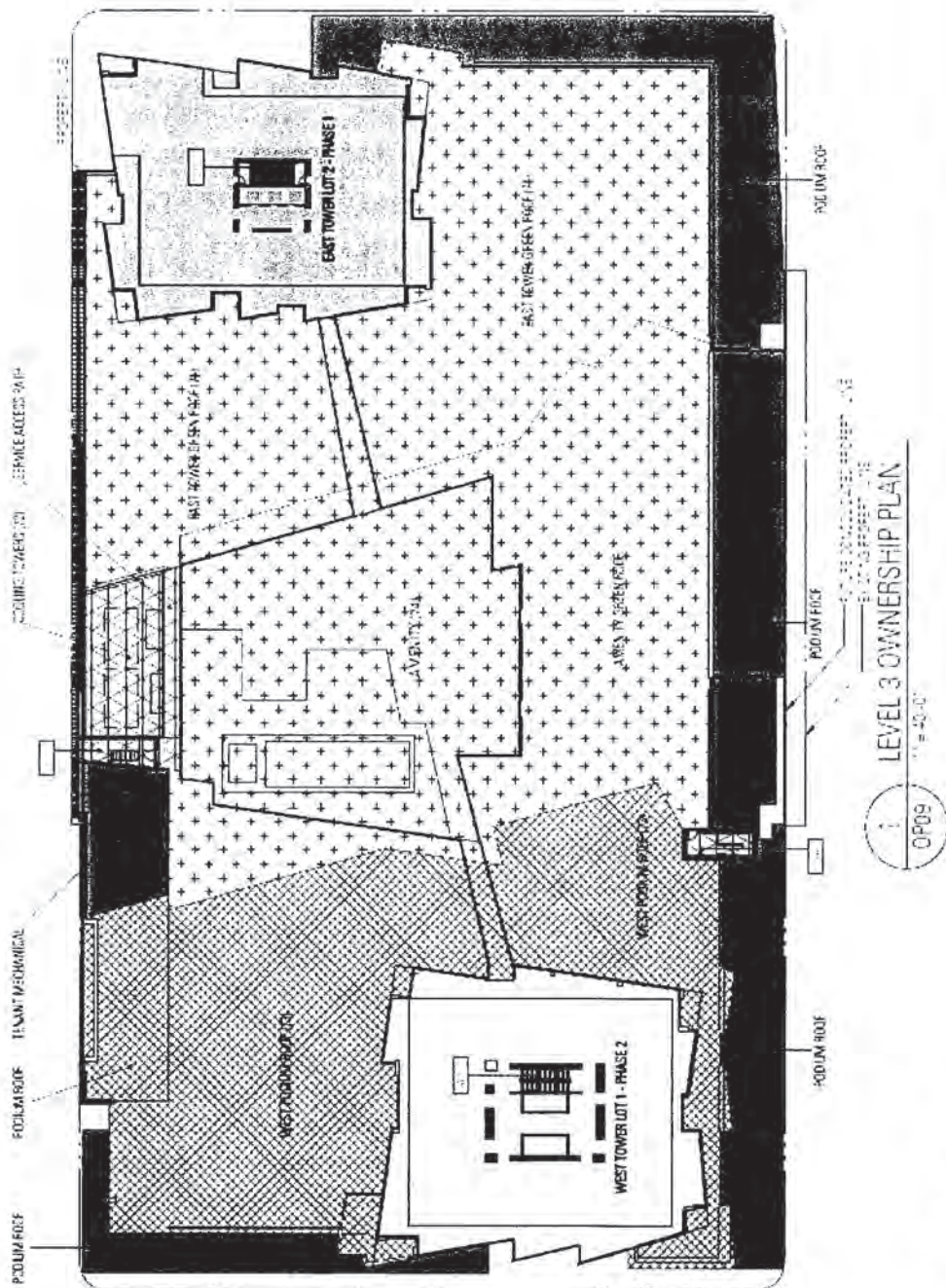
PARKADE LEVEL P1 OWNERSHIP PLAN

2
OPD4

BIKE MEZZANINE OWNERSHIP PLAN

2
OPD4

Gibbs Gage



ROOM #	ROOM NAME	AREA	IN. CEILING
BP-01	EAST TOWER CTG. #1	89 SF	
BP-02	EAST TOWER CTG. #2	89 SF	
BP-03	EAST TOWER LOBBY	75 SF	
BP-04	EAST TOWER LOBBY	30 SF	
BP-05	EAST TOWER RESTROOM	55 SF	
BP-06	CTG. #1	139 SF	15
BP-07	RESTROOM	57 SF	
BP-08	CTG. #2	30 SF	15
BP-09	RESTROOM	33 SF	15
BP-10	CTG. #3	88 SF	15
BP-11	RESTROOM	33 SF	
BP-12	CTG. #4	35 SF	15
BP-13	RESTROOM	42 SF	
BP-14	CTG. #5	38 SF	
BP-15	RESTROOM	59 SF	
BP-16	CTG. #6	75 SF	
BP-17	RESTROOM	47 SF	
BP-18	CTG. #7	38 SF	
BP-19	RESTROOM	62 SF	
BP-20	CTG. #8	67 SF	
BP-21	RESTROOM	30 SF	
BP-22	CTG. #9	78 SF	
BP-23	RESTROOM	75 SF	
BP-24	CTG. #10	85 SF	
BP-25	RESTROOM	55 SF	
BP-26	CTG. #11	55 SF	
BP-27	RESTROOM	55 SF	
BP-28	CTG. #12	40 SF	
BP-29	RESTROOM	55 SF	
BP-30	CTG. #13	55 SF	
BP-31	RESTROOM	55 SF	
BP-32	CTG. #14	55 SF	
BP-33	RESTROOM	55 SF	
BP-34	CTG. #15	55 SF	
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BP-38	CTG. #17	55 SF	
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BP-40	CTG. #18	55 SF	
BP-41	RESTROOM	55 SF	
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BP-43	RESTROOM	55 SF	
BP-44	CTG. #20	55 SF	
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BP-46	CTG. #21	55 SF	
BP-47	RESTROOM	55 SF	
BP-48	CTG. #22	55 SF	
BP-49	RESTROOM	55 SF	
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BP-86	CTG. #41	55 SF	
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BP-88	CTG. #42	55 SF	
BP-89	RESTROOM	55 SF	
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BP-92	CTG. #44	55 SF	
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BP-96	CTG. #46	55 SF	
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BP-100	CTG. #48	55 SF	
BP-101	RESTROOM	55 SF	
BP-102	CTG. #49	55 SF	
BP-103	RESTROOM	55 SF	
BP-104	CTG. #50	55 SF	
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BP-106	CTG. #51	55 SF	
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BP-109	RESTROOM	55 SF	
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BP-112	CTG. #54	55 SF	
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BP-115	RESTROOM	55 SF	
BP-116	CTG. #56	55 SF	
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BP-119	RESTROOM	55 SF	
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BP-330	CTG. #163	55 SF	
BP-331	RESTROOM	55 SF	
BP-332	CTG. #164	55 SF	
BP-333	RESTROOM	55 SF	
BP-334			

**SCHEDULE E
FORM OF ASSUMPTION AGREEMENT**

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

BETWEEN:

(the "Owner")

-and -

(the "Purchaser")

-and -

THE CITY OF CALGARY,
a municipal corporation in the Province of Alberta
(the "City")

ASSUMPTION AGREEMENT

RECITALS:

WHEREAS the Owner owns a development located on, and lands legally described as:
(the "Lands").

AND WHEREAS the Owner entered into an Easement, Covenant and Restriction Agreement (the "ECR Agreement") with The City dated _____ with respect to the development of the Lands;

AND WHEREAS the ECR Agreement provides that its provisions will be binding upon the respective assigns, transferees and successors in title of the parties to them, and requires that prior to the assignment, sale or transfer of any portion of the Lands, or any interest therein, the Owner shall cause the purchaser or transferee to execute and assumption agreement and deliver it to the City;

AND WHEREAS the ECR Agreement provides that upon receipt of an assumption agreement, the owner shall be deemed to be released from the obligations contained in the ECR Agreement;

AND WHEREAS the Purchaser has agreed to purchase the Lands from the Owner and enter into this Assumption Agreement;

IN CONSIDERATION of the sale of the Lands by the Owner to the Purchaser, the mutual covenants contained herein, and the sum of TEN (\$10.00) DOLLARS paid by the Owner to the Purchaser, the receipt and sufficiency of which consideration is hereby acknowledged, **THE PARTIES AGREE AS FOLLOWS:**

1. The Purchaser agrees to assume and be bound by and perform or cause to be performed all the covenants, terms and conditions contained in the ECR Agreement, irrespective of whether said covenants, terms, and conditions should have been performed prior to the date of this Agreement.
2. The City acknowledges, accepts and agrees to the Purchaser's assumption of the obligations contained in the ECR Agreement.
3. The City agrees to release the Owner from any and all obligations, covenants and agreements under the ECR Agreement as it relates to the Lands.
4. The City shall be entitled to file and maintain a caveat evidencing this Agreement against the interest of the Purchaser in any or all portions of the Lands.
5. This Agreement shall enure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns.


IN WITNESS WHEREOF the parties to this Agreement have executed this agreement under seal as evidenced by their properly authorized officers in that behalf as of the day and year first above written.

OWNER

Name:

Name:

THE CITY OF CALGARY

APPROVED	
As to Content	
PLANNING	

Executive Officer

City Clerk



201056749

201056749 REGISTERED 2020 03 20
CAVE - CAVEAT
DOC 3 OF 4 DRR#: B13B02D ADR/DSLUMSKI
LINC/S: 0038594926 +

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

241074378

ORDER NUMBER: 50039130

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

FORM 26

LAND TITLES ACT
(Section 130)

CAVEAT FORBIDDING REGISTRATION

TO: THE REGISTRAR, SOUTH ALBERTA LAND REGISTRATION
DISTRICT, LAND TITLES OFFICE, CALGARY, ALBERTA

TAKE NOTICE that **EMBASSY BOSA INC.** (the "**First Caveator**") and **RK (EAST VILLAGE) INC.** (the "**Second Caveator**", together with the First Caveator, the "**Caveator**") claim an interest in the lands described in Schedule "A" attached hereto, as Caveator pursuant to their respective rights granted under the Agreement Amending Easements, Covenants and Restrictions Agreement (the "**Agreement**") dated as of the 16th day of February, 2024 between the First Caveator and the Second Caveator, a copy of which Agreement is attached as Schedule "B" and forms part of this Caveat, which Agreement amends the Easements, Covenants and Restrictions Agreement registered as instrument no. 201 056 749. The Caveators forbid the registration of any person as transferee or owner of, or of any instrument affecting the said rights, estates or interests, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

The following address is designated as the place at which notices and proceedings relating to the First Caveator may be served:

2920 – 320 Granville Street, Vancouver, B.C. V6C 1S9

The following address is designated as the place at which notices and proceedings relating hereto the Second Caveator may be served:

Yonge Eglinton Centre, 2300 Yonge Street, Suite 500, P.O. Box 2386, Toronto, ON M4P 1E4

The following address is designated as the place at which notices and proceedings relating hereto The City of Calgary may be served:

Law Department, 12th Floor, 800 Macleod Trail S.E., Calgary, AB T2P 2M5

DATED at Calgary, in the Province of Alberta this 20th day of February, 2024.

Cassels Brock & Blackwell LLP, Agents for
the Caveators

Per:


Viviana Rahal

SCHEDULE "A"

(Lands)

PLAN 2010596
BLOCK 131
STRATA LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

- and -

PLAN 2010596
BLOCK 131
STRATA LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS

- and -

PLAN 2010596
BLOCK 131
STRATA LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

(Agreement Amending Easements, Covenants and Restrictions Agreement)

**AGREEMENT AMENDING
EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT**

THIS AMENDING AGREEMENT (the "Amending Agreement") is dated for reference the 16th day of February, 2024.

AMONG:

EMBASSY BOSA INC.
in its capacity as registered owner of Strata Lot 1

- and -

EMBASSY BOSA INC.
in its capacity as registered owner of Strata Lot 2

- and -

RK (EAST VILLAGE) INC.
in its capacity as registered owner of Strata Lot 3

- and -

THE CITY OF CALGARY
in its capacity as a regulatory authority

WHEREAS the Strata Lots were created pursuant to the Strata Subdivision Plan registered at the Alberta Land Titles Office filed under registration no. 2010596;

AND WHEREAS as a condition of approving the Strata Subdivision Plan, the City required that the owners of the Strata Lots enter into an easements, covenants and restrictions agreement (the "**ECR Agreement**") dated for reference the 15th day of January, 2020 among RK (East Village) Inc., as registered owner of Strata Lot 1 [PHASE 2 RESIDENTIAL], Strata Lot 2 [PHASE 1 RESIDENTIAL] and Strata Lot 3 [RETAIL], and the City, as subdivision authority;

AND WHEREAS Embassy Bosa Inc. is the successor registered owner of Strata Lot 1 [PHASE 2 RESIDENTIAL] and Strata Lot 2 [PHASE 1 RESIDENTIAL] and has assumed the obligations of RK (East Village) Inc. under the ECR Agreement with respect to Strata Lot 1 [PHASE 2 RESIDENTIAL] and Strata Lot 2 [PHASE 1 RESIDENTIAL];

AND WHEREAS the parties have agreed to amend the ECR Agreement on the following terms.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Ten (\$10.00) dollars and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged and of the mutual covenants and conditions herein contained, the parties hereby covenant and agree as follows:

1. Except as otherwise defined herein, capitalized terms used in this Amending Agreement shall have the meanings given in the ECR Agreement.

2. The ECR Agreement is hereby amended as follows:

- (a) Section 1.1 relating to definitions shall be amended by adding a new subsection (u.A), as follows:

“(u.A) **“Emergency Event”** means any unplanned event that in the reasonable opinion of an Owner presents an immediate or imminent threat to the health and safety of any persons within the Project, to any part of the Project, including without limitation any part of that Owner’s Strata Lot or the Shared Facilities, to the environment, or to property adjacent to the Project or is a declared state of emergency pursuant to applicable law.”.

- (b) Article 7 relating to insurance shall be amended as follows:

- (i) by replacing Section 7.1(a) in its entirety with the following:

“(a) coverage for “all risk” perils and such other property damage perils as a prudent owner of similar property would maintain (including flood and sewer back up);”;

- (ii) by deleting Section 7.1(e) in its entirety;

- (iii) by replacing Section 7.1(g) in its entirety with the following:

“(g) that no breach of any statutory or other condition of any policy by a party hereto shall invalidate the policy as against any mortgagee in any way or to any extent (as required by a IBC Standard Mortgage Clause or equivalent);”;

- (iv) by replacing Section 7.7 in its entirety with the following:

“7.7 The Owners shall also independently obtain and maintain commercial general liability insurance insuring the board of directors of each of them and their respective Owners (excluding individual condominium owners) against any liability for bodily injury or property damage to third parties or to the Owners and their invitees, licensees or tenants incident to the ownership or use of the Strata Lots therein, and all common property and all property owned by the Owners. Limits of liability under such insurance shall not be less than Five Million (\$5,000,000.00) Dollars per occurrence and Five Million (\$5,000,000.00) in the aggregate. The limits and coverage shall be reviewed at least annually by the parties and increased with their mutual consent. Evidence of the required coverage may be provided by way of a certificate of insurance. The policy or policies shall provide cross-liability and severability of interest clauses whereby the rights of an additional insured under the policy or policies shall not be prejudiced as respects its, his, her or their action against another additional or named insured.”;

- (v) by adding the following sentence at the end of Section 7.10:

"Each Strata Lot Owner shall provide additional insured status on a primary and non-contributory basis for general liability claims occurring on their respective Strata Lot. Each Owner shall cause their respective insurers to waive rights of recovery in favor of each additional insured by waiver of subrogation."; and

- (vi) by adding the following words to the end of Section 7.11: ", including proof of waiver of subrogation and additional insured status, which may be provided by way of a certificate of insurance."
- (c) Section 12.3(a) relating to the remedies for default shall be amended by adding the following sentence at the end of this Section:

"Notwithstanding the foregoing, in the case of a default described in (ii) above, no written notice shall be required to be given to any Defaulting Owner by any Other Owner if such default results in an Emergency Event affecting the Other Owner's Strata Lot or the Shared Facilities and such Other Owner shall not be required to wait for the expiry of any such thirty (30) day period before exercising its remedies in accordance with this Section 12.3(a) in order to rectify or address the Emergency Event with respect to such Other Owner's Strata Lot or the Shared Facilities, provided, however, that any Other Owner exercising its remedies in the case of a default by a Defaulting Owner that results in an Emergency Event with respect to the Other Owner's Strata Lot or the Shared Facilities shall give written notice to the Defaulting Owner promptly following the commencement of the exercise of its remedies."
- (d) Section 14.2 relating to Strata Lots that are subdivided by registration of a Condominium Plan shall be amended by adding as a new subsection (f), as follows:

"(f) the Condominium Corporation shall be responsible for the enforcement, performance and observance of the easements, covenants and restrictions as well as any ancillary rights and obligations contained in this Agreement as it relates to the Condominium Unit owners"
- (e) Section 17.3 relating to notices between the Owners shall be amended by adding as a new paragraph at the end of this Section, as follows:

"If an Owner retains a Property Management Service Provider, such Owner shall promptly provide written notice to the Other Owners: (i) with reasonable detail regarding the notice particulars of any such Property Management Service Provider retained; and (ii) any change to the notice particulars or termination of any such Property Management Service Provider. Further, such Owner shall direct its Property Management Service Provider to cooperate and communicate with the Other Owners and their respective Property Management Service Providers to ensure that the general intent and purpose of this Agreement is carried out."
- (f) Schedule C-1 relating to the Description of Shared Facilities shall be amended by making the deletions and replacements as set out in Appendix A attached hereto.
- (g) Schedule C-2 relating to the Allocated Share of certain Common Expenses as between the Owners of Strata Lot 3 and Strata Lot 2 shall be amended by making the deletions and replacements as set out in Appendix B attached hereto.

- (h) Schedule C-3 relating to the Allocated Share of certain Common Expenses as between the Owners of Strata Lot 1 and Strata Lot 2 shall be amended by making the deletions and replacements as set out in Appendix C attached hereto.
 - (i) Schedule C-4 relating to the methodologies and principles applied to the Allocated Share of certain Common Expenses between the Owners of Strata Lot 1 and Strata Lot 2 shall be amended by making the deletions and replacements as set out in Appendix D attached hereto.
- 3. The ECR Agreement, except as amended hereby, shall continue in full force and effect, unamended.
 - 4. This Amending Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
 - 5. This Amending Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable thereto and shall be treated in all respects as an Alberta contract.
 - 6. Each party shall from time to time hereafter and upon any reasonable request of another party, execute and deliver and make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true meaning and intent of this Amending Agreement.
 - 7. This Amending Agreement may be executed in any number of counterparts and may be delivered originally, by portable document format ("**PDF**") or by other electronic means and each such original, PDF copy or electronic copy, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF the parties to this Amending Agreement have executed this agreement under seal as evidenced by their properly authorized officers in that behalf as of the day and year first above written.

Owner Strata Lot 1 [PHASE 2
RESIDENTIAL]

EMBASSY BOSA INC.

Per: 

Name: Clark Lee
Title: CFO

I have authority to bind the corporation.

Owner Strata Lot 2 [PHASE 1
RESIDENTIAL]

EMBASSY BOSA INC.

Per: 

Name: Clark Lee
Title: CFO

I have authority to bind the corporation.

Owner Strata Lot 3 [RETAIL]

RK (EAST VILLAGE) INC.

Per: _____

Name: _____

Title: _____

I have authority to bind the corporation.

APPROVED	
AS TO CONTENT	
PLANNING	
AS TO FORM	
SOLICITORS	

THE CITY OF CALGARY

Per: _____

Executive Officer

Per: _____

City Clerk

IN WITNESS WHEREOF the parties to this Amending Agreement have executed this agreement under seal as evidenced by their properly authorized officers in that behalf as of the day and year first above written.

Owner Strata Lot 1 [PHASE 2
RESIDENTIAL]

EMBASSY BOSA INC.

Per: _____

Name:

Title:

I have authority to bind the corporation.

Owner Strata Lot 2 [PHASE 1
RESIDENTIAL]

EMBASSY BOSA INC.

Per: _____

Name:

Title:

I have authority to bind the corporation.

Owner Strata Lot 3 [RETAIL]

RK (EAST VILLAGE) INC.



Per: _____

Name:

Andrew Duncan
Chief Investment Officer

Title:

I have authority to bind the corporation.

APPROVED	
AS TO CONTENT	
PLANNING	John Hall
AS TO FORM	
SOLICITORS	
Neil Borss	

THE CITY OF CALGARY

Per: _____

Executive Officer

Per: _____

City Clerk **Katarzyna Martin**
City Clerk

FEB 1 6 2024

APPENDIX A

**SCHEDULE C-1
DESCRIPTION OF SHARED FACILITIES**

DELETIONS:

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose
L1	106	Stair #6	3	1	Exit

REPLACEMENTS:

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose
L1	106	Stair #6	3	2	Exit

APPENDIX B

SCHEDULE C-2 ALLOCATED SHARE OF COMMON EXPENSES BETWEEN STRATA LOT 3 AND STRATA LOT 2

DELETIONS:

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute			Strata Lot Proportionate Share		
										3	2	1
L1	106	Stair #6	3	1	Exit	C	.			100%		0%

REPLACEMENTS:

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute			Strata Lot Proportionate Share		
										3	2	1
L1	106	Stair #6	3	2	Exit	C	.	.		69%	31%	

APPENDIX C

SCHEDULE C-3 ALLOCATED SHARE OF COMMON EXPENSES BETWEEN STRATA LOT 3, STRATA LOT 2 AND STRATA LOT 1

DELETIONS:

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute	Strata Lot Proportionate Share		
								3	2	1
						C	• • •			
L1	106	Stair #6	3	1	Exit	E	• • •	53%		47%
L3		East Tower Green Roof	2	1 & 3	Amenity	E	• • •		50%	50%
L3		AMENITY GREEN ROOF	2	1 & 3	Amenity	E	• • •		50%	50%
L3		WEST PODIUM ROOF	1	2 & 3	Amenity	E	• • •		50%	50%
L3		Amenity	2	1 & 3	Amenity	E	• • •		50%	50%

ALLOCATION CRITERIA

CATEGORY	APPROACH
E	Proportionate Share for the Green Roof and Amenity will be split between Strata Lot 1 and 2 owners 50 / 50

REPLACEMENTS:

Location	Room# (if applicable)	Room/ Name Identified on Plan	STRATA LOT OWNERSHIP	STRATA LOT PERMITTED TO ACCESS	Content/ Purpose	Allocation Criteria	Strata Lots Required to Contribute	Strata Lot Proportionate Share		
								3	2	1
						C	• • •			
L1	106	Stair #6	3	2	Exit	E	• • •	69 %	31%	
L3		East Tower Green Roof	2	1 & 3	Amenity	E	• • •		35.31 %	64.69 %
L3		AMENITY GREEN ROOF	2	1 & 3	Amenity	E	• • •		35.31 %	64.69 %
L3		WEST PODIUM ROOF	1	2 & 3	Amenity	E	• • •		35.31 %	64.69 %
L3		Amenity	2	1 & 3	Amenity	E	• • •		35.31 %	64.69 %

ALLOCATION CRITERIA

CATEGORY	APPROACH
E	Proportionate Share for the Green Roof and Amenity will be split between Strata Lot 1 and 2 owners 64.69 / 35.31

APPENDIX D

**SCHEDULE C-4
METHODOLOGIES AND PRINCIPLES APPLIED
TO COST SHARE ALLOCATIONS**

DELETIONS:

ALLOCATION CRITERIA

CATEGORY	APPROACH
E	Proportionate Share for the Green Roof and Amenity will be split between Strata Lot 1 and 2 owners 50 / 50

REPLACEMENTS:

ALLOCATION CRITERIA

CATEGORY	APPROACH
E	Proportionate Share for the Green Roof and Amenity will be split between Strata Lot 1 and 2 owners 64.69 / 35.31

AFFIDAVIT IN SUPPORT OF CAVEAT

I, Viviana Rahal, of the City of Calgary, in the Province of Alberta, Barrister and Solicitor, MAKE OATH AND SAY THAT:

1. I am agent for the within named Caveators.
2. I believe that the Caveators have a good and valid claim on the lands. This caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with the lands.

SWORN BEFORE ME at the City
of Calgary, in the Province of Alberta
this 20 day of February, 2024.



A COMMISSIONER FOR OATHS in and
for the Province of Alberta


Viviana Rahal

WEIWEI JIANG
A Commissioner for Oaths
In and for the Province of Alberta
My Commission Expires November 06, 2024



241074378

241074378 REGISTERED 2024 03 14

CAVE - CAVEAT

DOC 1 OF 4 DRR#: F001Y7Z ADR/KEITHREQ

LINC/S: 0038594942 +

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

241074379

ORDER NUMBER: 50039130

ADVISORY

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FORM 26

LAND TITLES ACT
(Section 130)

CAVEAT FORBIDDING REGISTRATION

TO: THE REGISTRAR, SOUTH ALBERTA LAND REGISTRATION
DISTRICT, LAND TITLES OFFICE, CALGARY, ALBERTA

TAKE NOTICE that **EMBASSY BOSA INC.** (the "**Caveator**") claims an interest in the lands described in Schedule "A" attached hereto, as Caveator pursuant to their respective rights granted under the Supplemental Agreement to the Easements, Covenants and Restrictions Agreement (the "**Agreement**") dated as of the 16th day of February, 2024 between the First Caveator and the Second Caveator, a copy of which Agreement is attached as Schedule "B" and forms part of this Caveat, which Agreement confirms the Easements set out in the Easements, Covenants and Restrictions Agreement registered as instrument no. 201 056 749.

The Caveator forbids the registration of any person as transferee or owner of, or of any instrument affecting the said rights, estates or interests, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

The following address is designated as the place at which notices and proceedings relating hereto may be served on the Caveator as the owner of Strata Lot 1 (as defined in Schedule "A"):

2920 – 320 Granville Street
Vancouver, B.C. V6C 1S9

The following address is designated as the place at which notices and proceedings relating hereto may be served on the Caveator as the owner of Strata Lot 2 (as defined in Schedule "A"):

2920 – 320 Granville Street
Vancouver, B.C. V6C 1S9

DATED at Calgary, in the Province of Alberta this 20th day of February, 2024.

Cassels Brock & Blackwell LLP, Agents for
the Caveator

Per: 
Viviana Rahal

SCHEDULE "A"

(Lands)

PLAN 2010596
BLOCK 131
STRATA LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

("Strata Lot 1")

- and -

PLAN 2010596
BLOCK 131
STRATA LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS

("Strata Lot 2")

SCHEDULE "B"

(Supplemental Agreement to the Easements, Covenants and Restrictions Agreement)

**SUPPLEMENTAL AGREEMENT
TO THE EASEMENTS, COVENANTS AND
RESTRICTIONS AGREEMENT**

BETWEEN:

**EMBASSY BOSA INC.
("East Tower Owner")**

and

**EMBASSY BOSA INC.
("West Tower Owner")**

(with East Tower Owner and West Tower Owner collectively referred to as the "**Owners**" and individually each an "**Owner**")

dated as of

February 16, 2024

RECITALS

WHEREAS East Tower Owner is the registered owner of the lands and premises municipally known as 505 – 4th Street SE, Calgary, Alberta, and legally described as Plan 2010596, Block 131, Strata Lot 2 at the Alberta Land Titles Office (the “LTO”);

WHEREAS West Tower Owner is the registered owner of the lands and premises municipally known as 530 – 3rd Street SE, Calgary, Alberta, legally described as Plan 2010596, Block 131, Strata Lot 1 at the LTO;

WHEREAS the Owners are parties to an easements, covenants and restrictions agreement registered at the LTO as instrument no. 201 056 749 as amended by the agreement amending easements, covenants and restrictions agreement dated February 16, 2024 (collectively, the “ECR Agreement”); and

WHEREAS the Owners wish to clarify certain Easements set out in the ECR Agreement pertaining to the locations outlined and entitled “P330” (“P330”), “P430” (“P430”), “P401A”, “P402A”, “P403A”, “P404A”, “P301A”, “P302A”, “P303A”, “P304A” and “144” on the Plans and the methodology for the Allocated Share of Common Expenses as between the Owners with respect to P330 and P430 located within the Parkade set out in Schedule C-3 to the ECR Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I INTERPRETATION

Section 1.01 Recitals. The recitals hereinbefore set forth are true in substance and in fact.

Section 1.02 Definitions. In this Agreement, the following capitalized terms shall have the following meanings, and all other terms not defined in this Section 1.02 shall have the same meanings and definitions as are ascribed to them in the ECR Agreement:

- (a) “Agreement” or “this Agreement” means the within supplemental agreement to the easements, covenants and restrictions agreement (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time);
- (b) “ECR Agreement” has the meaning given to it in the recitals of this Agreement;
- (c) “Owners” and “Owner” have the meanings given to them in the recitals of this Agreement;
- (d) “P330” and “P430” have the meanings given to them in the recitals of this Agreement; and

- (e) **"Specific Locations"** means, collectively, the locations outlined and entitled "P401A", "P402A", "P403A", "P404A", "P301A", "P302A", "P303A", "P304A" and "144" on the Plans.

Section 1.03 Headings. The headings used in the body of this Agreement form no part thereof, but shall be deemed to be inserted for convenience of reference only.

Section 1.04 Gender and Numbers. This Agreement shall be read and construed as the number and gender of the Owners referred to in each case requires, and as may otherwise be required by the context. References to "including" in this Agreement shall mean "including, without limitation".

ARTICLE II EASEMENTS

Section 2.01 Easements. The Owners confirm the specific Easements created as between the East Tower Owner and the West Tower Owner in Article 4 of the Summary to the ECR Agreement. Specifically, the Owners acknowledge and confirm the Easements created by:

- (a) Article 4(A)(i)(c) and Article 4(B)(i)(c) with respect to P330;
- (b) Article 4(A)(i)(a) and Article 4(B)(i)(a) with respect to P430; and
- (c) Article 4(A)(i)(a), Article 4(A)(i)(c), Article 4(B)(i)(a), Article 4(B)(i)(c) and Article 4(A)(i)(g) with respect to each of the Specific Locations.

Section 2.02 No Derogation or Conflict. Notwithstanding that the Plans do not accurately reflect the specific Easements created by Article 4 of the Summary with respect to P330, P430, and the Specific Locations, the Owners hereby acknowledge, confirm and agree that pursuant to Section 3.3(a) of the ECR Agreement, such specific Easements are incorporated into and form part of the ECR Agreement. For clarity, the inaccuracy of the Plans shall not be construed to in any way derogate from, or conflict with, the grant of such specific Easements.

ARTICLE III ALLOCATION OF COMMON EXPENSES

Section 3.01 Parties' Intent. The Owners hereby acknowledge, confirm and agree that notwithstanding that the specific Easements created by Article 4 of the Summary with respect to P330 and P430 are granted with respect to the entirety of P330 and P430, it is the parties' intent that the Allocation of Common Expenses as between the East Tower Owner and the West Tower Owner with respect to P330 and P430 shall be calculated only with respect to the square footage of the drive aisles within P330 and P430 as referenced in Schedule C-3 to the ECR Agreement.

Section 3.02 Drive Aisle Square Footage. The Owners confirm the square footage of the drive aisles in P330 and P430, being:

- (a) with respect to that portion of the drive aisles in P330 owned by the East Tower Owner: 14,853 square feet;
- (b) with respect to that portion of the drive aisles in P330 owned by the West Tower Owner: 21,958 square feet;
- (c) with respect to that portion of the drive aisles in P430 owned by the East Tower Owner: 12,615 square feet; and
- (d) with respect to that portion of the drive aisles in P430 owned by the West Tower Owner: 26,274 square feet.

ARTICLE IV NOTICES, SUCCESSORS AND ASSIGNS

Section 4.01 Enurement. This Agreement shall be binding upon, and shall enure to the benefit of, the Owners hereto and their respective successors and assigns.

Section 4.02 Covenants Running with the Land. The Owners hereto hereby consent to the registration of this Agreement against the title to the Lands and hereby acknowledge, confirm and agree that this Agreement shall be deemed and construed to run with the title to each of such Lands, and shall be binding upon the successors in title to each of such Lands.

Section 4.03 Assumption Agreements. Notwithstanding Section 4.02, the Owners each agree to obtain an assumption agreement, in a form and substance satisfactory to the other Owner, from any transferee to whom that Owner intends to sell or transfer any portion of the Lands, such assumption agreement requiring the transferee to assume all of the covenants herein of the transferring Owner as if that transferee had been an original party to this Agreement, except for any sale of any Condominium Units to a third party purchaser in the ordinary course and any mortgaging, charging or encumbering of any of the Lands. Any transfer of any part of the Lands without such an assumption agreement first being obtained and delivered shall be null and void.

ARTICLE V GENERAL

Section 5.01 Governing Law. The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Alberta, and the federal laws of Canada applicable in Alberta.

Section 5.02 Further Assurances. The Owners covenant and agree to forthwith execute all further assurances or other documents necessary or required to carry out the true intent of these presents.

Section 5.03 Time of the Essence. Time shall be of the essence of this Agreement and of the obligations of the Owners.

Section 5.04 Severability. If any Article or Section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such Article or Section shall be considered separate and severable from this Agreement, and the remaining provisions thereof shall remain in full force and effect, and shall be binding upon the Owners hereto as though the said illegal or unenforceable Article or Section had never been included.

Section 5.05 Successors and Assigns. All covenants, agreements, conditions and obligations contained in this Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto.

Section 5.06 Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by sending a scanned copy ("PDF" or "tif") by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5.07 Conflict. If there is any conflict or inconsistency between any term or provision of this Agreement and any term or provision of the ECR Agreement, the terms and provisions of the ECR Agreement shall prevail, provided there shall not be deemed to be any conflict if the terms and provisions of this Agreement should enlarge, clarify, qualify or more specifically address the terms of the ECR Agreement. Silence on a matter addressed in one document which is not addressed in the other, shall not constitute an inconsistency in respect of that matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Owners have executed and delivered this Agreement.

EMBASSY BOSA INC.

By: 

Name: Clark Lee

Title: CFO

EMBASSY BOSA INC.

By: 

Name: Clark Lee

Title: CFO

AFFIDAVIT IN SUPPORT OF CAVEAT


I, Viviana Rahal, of the City of Calgary, in the Province of Alberta, Barrister and Solicitor, MAKE OATH AND SAY THAT:

1. I am agent for the within named Caveator.
2. I believe that the Caveator have a good and valid claim on the lands. This caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with the lands.

SWORN BEFORE ME at the City
of Calgary, in the Province of Alberta
this 20 day of February, 2024.



A COMMISSIONER FOR OATHS in and
for the Province of Alberta



Viviana Rahal

WEIWEI JIANG
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires November 05, 2024



241074379

241074379 REGISTERED 2024 03 14

CAVE - CAVEAT

DOC 2 OF 4 DRR#: F001Y7Z ADR/KEITHREO

LINC/S: 0038594934 +

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

241074380

ORDER NUMBER: 50039130

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CAVE
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FORM 26

LAND TITLES ACT
(Section 130)

CAVEAT FORBIDDING REGISTRATION

TO: THE REGISTRAR, SOUTH ALBERTA LAND REGISTRATION
DISTRICT, LAND TITLES OFFICE, CALGARY, ALBERTA

TAKE NOTICE that **EMBASSY BOSA INC.** (the "**Caveator**") claims an interest in the lands described in Schedule "A" attached hereto, as Caveator pursuant to their respective rights granted under the Shared Amenities Agreement (the "**Agreement**") dated as of the 16th day of February, 2024 between the First Caveator and the Second Caveator, a copy of which Agreement is attached as Schedule "B" and forms part of this Caveat, which Agreement amends the Easements, Covenants and Restrictions Agreement registered as instrument no. 201 059 749.

The Caveator forbids the registration of any person as transferee or owner of, or of any instrument affecting the said rights, estates or interests, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

The following address is designated as the place at which notices and proceedings relating hereto may be served on the Caveator as the owner of Strata Lot 1 (as defined in Schedule "A"):

2920 – 320 Granville Street
Vancouver, B.C. V6C 1S9

The following address is designated as the place at which notices and proceedings relating hereto may be served on the Caveator as the owner of Strata Lot 2 (as defined in Schedule "A"):

2920 – 320 Granville Street
Vancouver, B.C. V6C 1S9

DATED at Calgary, in the Province of Alberta this 20th day of February, 2024.

Cassels Brock & Blackwell LLP, Agents for
the Caveator

Per: 
Viviana Rahal

SCHEDULE "A"

(Lands)

PLAN 2010596
BLOCK 131
STRATA LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

(**Strata Lot 1**)

- and -

PLAN 2010596
BLOCK 131
STRATA LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS

(**Strata Lot 2**)

SCHEDULE "B"

(Shared Amenities Agreement)

**SHARED AMENITIES AGREEMENT
SUPPLEMENTARY TO EASEMENTS, COVENANTS AND
RESTRICTIONS AGREEMENT**

BETWEEN:

**[NAME OF FIRST PROPERTY OWNER]
(" East Tower Owner")**

and

**[NAME AND SECOND PROPERTY OWNER]
("West Tower Owner")**

(with East Tower Owner and West Tower Owner collectively referred to as the "**Owners**" and
individually each an "**Owner**")

dated as of

February 16, 2024

RECITALS

WHEREAS East Tower Owner is the registered owner of the lands and premises municipally known as 505 – 4th Street SE, Calgary, Alberta, and legally described as Plan 2010596, Block 131, Strata Lot 2 at the Alberta Land Titles Office (the “LTO”);

WHEREAS West Tower Owner is the registered owner of the lands and premises municipally known as 530 – 3rd Street SE, Calgary, Alberta, legally described as Plan 2010596, Block 131, Strata Lot 1 at the LTO;

WHEREAS the Owners are parties to an easements, covenants and restrictions agreement registered at the LTO as instrument no. 201 056 749 as amended by the agreement amending easements, covenants and restrictions agreement dated February 16, 2024 (collectively, the “ECR Agreement”), and the Owners have agreed that all of the WEST PODIUM ROOF, EAST TOWER GREEN ROOF, AMENITY GREEN ROOF, AMENITY and all of the infrastructure, equipment and fixtures situate thereon shall be, for purposes of this agreement, the “Common Facilities” of the Owners;

WHEREAS the Owners wish for the East Tower Owner to be responsible for the day to day management and operation, as well as alteration, repair and/or replacement of all the Common Facilities and the Common Services to Acceptable Standards and have entered into this agreement in order to carry out the maintenance, operation, alteration, repair and/or replacement of the Common Facilities and Common Services;

WHEREAS the Owners wish for the Common Facilities Committee to be responsible for certain functions relating to the Common Facilities and the Common Services and have entered into this agreement in order to perform certain functions relating to the Common Facilities and the Common Services; and

WHEREAS the Common Facilities are intended for the use and enjoyment of the Owners, their tenants and the owners of Condominium Units, as applicable, at no further cost or expense, other than as expressly contemplated in Article 3 and Section 5.03 of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I INTERPRETATION

Section 1.01 Recitals. The recitals hereinbefore set forth are true in substance and in fact.

Section 1.02 Definitions. In this Agreement, the following capitalized terms shall have the following meanings, and all other terms not defined in this Section 1.02 shall have the same meanings and definitions as are ascribed to them in the ECR Agreement:

- (a) “Acceptable Standards” means:

- (i) with respect to any equipment, device, apparatus or system: efficient and safe operating capability for its intended purpose(s) in accordance with the standards specified by its manufacturer(s)/supplier(s) and prescribed by all applicable laws, regulations and by-laws;
 - (ii) with respect to any structural or other non-operating element and component of the Common Facilities: good repair, consistent and safe operating capacity, having regard to the aesthetic and all other standards maintained by a prudent owner of a comparable property of comparable age;
- (b) **"Agreement"** or "this Agreement" means the within shared amenities agreement, supplementary to easements, covenants and restrictions agreement including all schedules annexed hereto (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time);
- (c) **"Buildings"** means the buildings, structures, erections, improvements and appurtenances located on, in or under the Lands and all other structures, fixed improvements and permanent fixtures forming part of the Common Facilities; and **"Building"** means any one or specifically referenced one of the Buildings, as the case may be;
- (d) **"Business Day"** means any day of the week excluding Saturday, Sunday and statutory holidays in the province or territory in which the Lands are situate (and, where any date contemplated by this Agreement would otherwise fall on a day that is not a Business Day, then such date shall be deemed to be the first Business Day thereafter);
- (e) **"Committee Functions"** has the meaning given to it in Section 2.04;
- (f) **"Common Budget"** means either the operating and/or capital budgets (collectively) described in this Agreement;
- (g) **"Common Contracts"** means all the contracts entered into by or on behalf of the East Tower Owner with respect to the Common Facilities and the Common Services; provided that, in the event that the East Tower Owner enters into such contracts for the Common Facilities and the Common Services in common with services or other matters relating to the East Tower Owner's Lands, only that portion of such contract relating to the Common Facilities or the Common Services shall be a "Common Contract" for purposes of this Agreement;
- (h) **"Common Facilities"** has the meaning given to it in the recitals of this Agreement;
- (i) **"Common Facilities Committee"** means the committee that shall be responsible, on behalf of the Owners, for the Committee Functions, and shall consist of 4 members, 2 members of which shall be appointed by each of the Owners, and in

the event that any Strata Lot is subdivided by registration of a Condominium Plan, such Owner's members shall be appointed by the board of directors of the Condominium Corporation and shall consist of, at a minimum, 1 professional property manager familiar with managing condominium common property and facilities similar to the Common Facilities;

- (j) **"Common Facilities Costs"** means, but is not limited to, the costs of all Common Services, Common Contracts and of fulfilling the obligations contemplated herein and any other costs which the East Tower Owner determines should be treated as a Common Facilities Cost, including without limitation property taxes attributable to the Common Facilities, if any;
- (k) **"Common Facilities Operating Account"** means the account opened and maintained by, or on behalf of, the East Tower Owner into which and from which all Common Facilities and Common Services revenue and expenses will be made;
- (l) **"Common Facilities Reserve Account"** means, in the case of both Strata Lots being subdivided by registration of a Condominium Plan, the reserve fund maintained by the Owners for the repair and/or replacement of the Common Facilities in accordance with Section 38 of the Condominium Act, or in the case of only one Strata Lot being subdivided by registration of a Condominium Plan, a similar account opened and maintained by, or on behalf of, the East Tower Owner for the repair and/or replacement of the Common Facilities;
- (m) **"Common Services"** means all the services for the Common Facilities, including, but not limited to, fire and life safety, property management, cleaning services, utilities, HVAC (heating, ventilation and air conditioning), landscaping, snow removal, maintenance, repair and/or replacement costs, professional/recreation services and any other services which the East Tower Owner determines shall be treated as a Common Service;
- (n) **"Condominium Act"** means the *Condominium Property Act* (Alberta) and regulations thereto;
- (o) **"ECR Agreement"** has the meaning given to it in the recitals of this Agreement;
- (p) **"Electronic Means"** means in respect to attending or holding a meeting, a method of electronic or telephonic communication that enables all persons attending the meeting to hear and communicate with each other instantaneously, including, without limitation, teleconferencing and computer network-based or internet-based communication platforms;
- (q) **"Equipment"** means the chattels, furniture, furnishings, equipment and machinery located in or on the Common Facilities, but excluding any and all personal property of the tenants of either one of the Owners and personal property of the owners of Condominium Units;

- (r) **"Lands"** means the lands owned by each of the Owners described in the recitals, including the lands upon which the Common Facilities are situate;
- (s) **"Owners"** and **"Owner"** have the meanings given to them in the recitals of this Agreement; and
- (t) **"Proportionate Share"** means the percentage allocation each Owner contributes to the Common Facilities Costs, being:
 - (i) 35.31% for East Tower Owner; and
 - (ii) 64.69% for West Tower Owner.

Section 1.03 Headings. The headings used in the body of this Agreement form no part thereof, but shall be deemed to be inserted for convenience of reference only.

Section 1.04 Gender and Numbers. This Agreement shall be read and construed as the number and gender of the Owners referred to in each case requires, and as may otherwise be required by the context. References to "including" in this Agreement shall mean "including, without limitation".

ARTICLE II COMMON FACILITIES

Section 2.01 Objects and Duties of the East Tower Owner. The objects and duties of the East Tower Owner hereunder shall include but not be limited to the day to day management and operation, as well as alteration, repair and/or replacement of all the Common Facilities, including without limitation the Equipment, and the Common Services, and without restricting the generality of the foregoing shall include the following:

- (a) engaging and, when appropriate, terminating the services of a professional management company to manage and operate the Common Facilities and carry out the obligations of the East Tower Owner hereunder. The East Tower Owner shall ensure that a reputable professional management company is engaged for such purpose and that any contract entered into for the management of the Common Facilities shall be for a term of no longer than 2 years and shall contain with respect to any renewal beyond such initial 2 year term a 60 day (or less) without cause right of termination. The East Tower Owner shall report to the Common Facilities Committee on the performance of the management company under such contract;
- (b) providing, maintaining, repairing and/or replacing the Equipment which is maintained within or forms part of the Common Facilities, including ensuring that the Equipment is maintained in a first-class condition, to Acceptable Standards;
- (c) providing, maintaining, repairing and/or replacing portions of the Buildings which form part of the Common Facilities, and reporting for informational purposes on an

annual basis to the Common Facilities Committee regarding any major maintenance, repairs or replacements completed in the preceding fiscal year;

- (d) establishing rules of conduct and procedure with regard to the use of the Common Facilities, the initial rules are set out in Schedule I attached to this Agreement, and submitting to the Common Facilities Committee for approval any material amendments to such rules of conduct and procedure;
- (e) arranging for the provision, metering and inspection of all requisite utility and other services to the Common Facilities;
- (f) arranging for the provision of all Common Services;
- (g) opening and maintaining at least two (2) accounts at a chartered bank or trust company, as the East Tower Owner may designate, one (1) as the Common Facilities Reserve Account, and one (1) as the Common Facilities Operating Account, and reporting for informational purposes on an annual basis to the Common Facilities Committee regarding the status of each account, provided that in the case one Strata Lot is subdivided by registration of a Condominium Plan then with respect to that Owner's Proportionate Share only, opening and maintaining the Common Facilities Reserve Account and the Common Facilities Operating Account in compliance with the Condominium Act. To carry out the foregoing functions and to otherwise carry out its obligations hereunder, in the case one Strata Lot is subdivided by registration of a Condominium Plan, that Owner hereby authorizes the East Tower Owner to exercise the powers of and carry out the applicable duties of that Owner under the Condominium Act as agent of that Owner by itself or by such duly licensed and qualified agents as it may appoint from time to time;
- (h) preparing and submitting to the Common Facilities Committee, not less than once annually, at least 1 month prior to the East Tower Owner's fiscal year end, the Common Budget setting out by categories the East Tower Owner's best estimate of all expenses for the Common Services and for the operation, maintenance, alteration, repair and/or replacement of the Common Facilities, including without limitation Common Facilities Costs, for the next fiscal year, including amounts to be paid by the Owners to the Common Facilities Reserve Account for the Common Facilities;
- (i) keeping accurate accounts of the financial transactions involved in the operation of the Common Facilities and Common Services, and providing to the Common Facilities Committee and, if required, each Owner, annual statements of income and expenditures with respect thereto, keeping the accounts open for inspection by both Owners at all reasonable times and maintaining the accounts in accordance with generally accepted accounting principles;

- (j) obtaining an independent accountant review, annually of the financial statements prepared by the East Tower Owner with respect to the Common Facilities Costs (and revenue) and providing same to the Common Facilities Committee for informational purposes;
- (k) engaging any professional services, consultants, opinions, reports and advice with respect to the Common Facilities and Common Services in any matters relating thereto, including, but not limited to, the appointment of an auditor, if required, to review and to report upon the financial statements maintained by the East Tower Owner;
- (l) either (i) in the case of both Strata Lots being subdivided by registration of a Condominium Plan, arranging for the carrying out of reserve fund studies in accordance with each Condominium Corporation's obligations under Section 38 of the Condominium Act, to determine the amount of contributions to be collected by each Condominium Corporation that will be adequate to provide for the expected costs of major repair and/or replacement of the Common Facilities; or (ii) in the case of only one Strata Lot being subdivided by registration of a Condominium Plan, arranging for the carrying out of a similar report in compliance with the timelines then required by the Condominium Act concurrently with any Owner's independent reserve fund study, to determine the expected costs of major repair and/or replacement of the Common Facilities and the amount of contributions to be collected from the Condominium Corporation that will be adequate to provide for the Condominium Corporation's Proportionate Share of the expected costs of major repair and/or replacement of the Common Facilities, and reporting the results of the same to the Common Facilities Committee;
- (m) acting as a liaison agent with respect to any matters relating to the Common Facilities and Common Services with any municipal, federal, provincial or other governmental authority (including, without limitation, any condominium authority or tribunal), or with any other party having dealings with the Common Facilities and Common Services and reporting on an annual basis to the Common Facilities Committee on any material liaison matters addressed in the preceding fiscal year; and
- (n) carrying out all other decisions or duties with respect to the management and operation, as well as alteration, repair and/or replacement of all the Common Facilities which are not otherwise set out in this Agreement to be Committee Functions.

Section 2.02 Meetings of Common Facilities Committee. Notwithstanding its respective Proportionate Share in the Common Facilities, each Owner shall have equal representation on the Common Facilities Committee. Meetings of the Common Facilities Committee shall be held not less frequently than once each fiscal year. Such meetings shall be held at the offices of any one of the Owners in Calgary or entirely by Electronic Means or, with the consent of the Common

Facilities Committee, in such other location as may be agreed by the members of the Common Facilities Committee, and any of the members of the Common Facilities Committee may participate in a meeting by Electronic Means and any such participation by Electronic Means shall constitute attendance and presence at such meeting. At least two (2) members of the Common Facilities Committee (including at least one (1) from each Owner) must be present in person, by Electronic Means or by proxy to constitute a quorum. All decisions of the Common Facilities Committee shall be decided by a majority vote with each member of the Common Facilities Committee having one (1) vote. Either Owner may call a meeting of the Common Facilities Committee by giving prior written notice thereof to all members of the Common Facilities Committee in writing with 15 days' notice. The members can agree to waive the notice requirement.

Section 2.03 Chairperson. The members of the Common Facilities Committee may select a chairperson from the members or select a third party professional to act as chair for all meetings of the Common Facilities Committee. If the chairperson is not a member of the Common Facilities Committee they shall have no right of vote. If the chairperson is a member of the Common Facilities Committee they shall not have a casting vote in addition to their original vote.

Section 2.04 Objects and Duties of the Common Facilities Committee. The objects and duties of the Common Facilities Committee shall be as follows (the "**Committee Functions**");

- (a) to the extent that there are uncured material defaults of the professional management company engaged by the East Tower Owner in accordance with Section 2.01(a) or, at any time after the initial 2 years of engagement, there are other material reasons to change the management company managing the Common Facilities, to decide whether to cause the East Tower Owner to terminate the services of the management company. If the Common Facilities Committee does not agree on the termination, either Owner may commence mediation and arbitration proceeding pursuant to this Agreement in order to determine whether the management contract for the Common Facilities should be terminated;
- (b) to approve any material amendments to the rules of conduct and procedure with regard to the use of the Common Facilities proposed by the East Tower Owner in accordance with Section 2.01(d);
- (c) to provide feedback to the East Tower Owner on the Common Budget provided in accordance with Section 2.01(h) provided that so as long as the Common Budget has been prepared by the East Tower Owner with the aim to maintain a first class amenity space to the Acceptable Standards and replace any portion of the Common Facilities, including without limitation, the Equipment, or the Common Services, on the whole of substantially similar quality or function, the Common Budget will not be subject to the approval of the Common Facilities Committee. To the extent that the Common Budget proposes any capital projects such as the addition of amenities not otherwise part of the Common Facilities as of the date hereof, such

capital expenditures shall require the approval of the Common Facilities Committee;

- (d) in first instance, where the East Tower Owner fails to perform its obligations under this Agreement, the Common Facilities Committee may meet to provide guidance and direction to the East Tower Owner regarding such failure and, where the failure to perform its obligations continues, take such further action as may be warranted in the circumstances; and
- (e) ensuring that all contributions toward the Common Facilities Costs are paid by each Owner in accordance with the terms of this Agreement, and enforcing, generally, all of the terms and conditions of this Agreement as may be necessary to ensure the proper usage, operation, maintenance, repair, improvement, alteration, replacement and administration of the Common Facilities and Common Services.

ARTICLE III COMMON FACILITIES COSTS

Section 3.01 Common Budget and Owners' Responsibilities. The Owners covenant and agree to adopt and be bound by the Common Budget prepared by the East Tower Owner, as approved by the Common Facilities Committee to the extent required in accordance with Section 2.04(c).

Section 3.02 Cost and Revenue Sharing. Subject to Common Expenses allocated pursuant to the ECR Agreement and without duplication, the Owners hereby acknowledge, confirm and agree that the Common Facilities Costs shall be shared between the Owners based on each Owner's Proportionate Share. To the extent that any costs to be included in the Common Facilities Costs are shared in common between the Common Facilities and the East Tower Owner's Lands, such costs shall be allocated by the East Tower Owner at its reasonable discretion between the Common Facilities and the East Tower Owner's Lands. The Owners further hereby acknowledge, confirm and agree that the East Tower Owner shall receive any revenue earned from the Common Facilities (such as meeting room rental amounts) as agent of the Owners, and shall apply the revenue first, to the payment of the Common Facilities Costs, with the residue, if any, to be allocated between the Owners based on each Owner's Proportionate Share.

Section 3.03 Payment of the Common Facilities Costs. The Owners will contribute to and be responsible for payment to the East Tower Owner of their respective Proportionate Share of the Common Facilities Costs in each annual fiscal period designated by the East Tower Owner in accordance with the Common Budget and shall pay such Common Facilities Costs in twelve (12) equal consecutive monthly installments on the first day of each and every month during the annual fiscal period or as otherwise agreed upon by the East Tower Owner. The contributions to the Common Facilities Costs shall be adjusted and paid forthwith following the end of each fiscal period designated by the East Tower Owner immediately following the issuance of the financial statements for such period.

Section 3.04 Outstanding Common Facilities Costs. The Owners acknowledge and agree that if there are any outstanding contributions towards the Common Facilities Costs that remain owing under this Agreement by any one of the Owners in excess of thirty (30) days, the non-defaulting party affected by such outstanding contributions shall have:

- (a) all of the same rights and remedies to secure payment of those amounts as set out in Article 12 of the ECR Agreement and the same are deemed to be incorporated into this Agreement, *mutatis mutandis*; and
- (b) the right, upon thirty (30) day's prior written notice to the defaulting Owner, to restrict or prohibit access to the Common Facilities by the tenants or owners of Condominium Units and their respective invitees of the applicable Strata Lot during such period that the contributions remain outstanding.

Section 3.05 Additional Assessments and Surpluses. Any expenditures not contemplated in the Common Budget or any expenditures in excess of those expenses budgeted for by the East Tower Owner and for which the East Tower Owner shall not have sufficient funds, shall be paid by each Owner in accordance with its Proportionate Share within thirty (30) days after delivery by the East Tower Owner to each party hereto of a statement of such extraordinary expenditures and/or deficiency. In the event of a surplus at the end of a fiscal year, the surplus shall be credited proportionately to the credit of each Owner and applied as determined by the East Tower Owner.

Section 3.06 Common Facilities Reserve and Operating Amounts. Each Owner, upon receiving a copy of the reserve fund study applicable to the components of the Common Facilities or a similar report, as applicable, and the Common Budget which includes an allocation to the Common Facilities Reserve Account for any Condominium Corporation, shall include an amount in its own annual budget to ensure that each Owner will pay its Proportionate Share.

ARTICLE IV EASEMENTS

Section 4.01 Easements. The Owners confirm the Easements created in the ECR Agreement and without in any way derogating therefrom in any way, each Owner, as Grantor, hereby grants to each other Owner, as Grantee, a non-exclusive Easement of pedestrian access, as appropriate, over, in and to the Common Facilities for the purposes expressly contemplated in this Agreement.

Section 4.02 To Exercise Easements Prudently. In exercising their rights to any easement, right or licence, the Common Facilities Committee or either of the Owners exercising them shall act in a prudent and reasonable manner so as to minimize undue interference occasioned to the other party burdened by such easement, right or licence, including, but not limited to, the temporary interruption and loss of service occasioned thereby. Each Owner shall hereby indemnify and save harmless the other from and with respect to any damage caused to the Common Facilities, or any part thereof, caused by the negligence, wilful act or excessive use by that party of the Common Facilities.

Section 4.03 Additional Easements. In the event it is determined by the Common Facilities Committee that any new easement or right is required and which is essential or useful for the purpose of maintaining, operating, repairing, replacing and inspecting or gaining any required access to any new servicing systems which are useful or essential to service the lands, then the party over whose lands the easement or right is required shall execute without delay all grants, conveyances, instruments and assurances as are required to grant or convey or transfer same, provided that the lands of the grantor of such easement or right shall not be required to grant same if its lands shall be materially diminished thereby, or if same would interfere with the use and enjoyment of any amenity or installation on its lands, provided further that the grantee of such easement or right financially secures to the grantor to its satisfaction, reasonably exercised, its liability to bear all costs, expenses and damages, direct or indirect, caused to the grantor to its lands, as a result of the grant herein contemplated which the grantee hereby covenants and agrees to do and further that such grantee provides detailed plans and specifications showing the location and specifications respecting such service to be installed or created.

Section 4.04 Rules and Regulations Governing Easements. The enjoyment or use at any time of any easement, right or licence herein granted shall be subject to such reasonable regulations, rules, community standards, restrictions, and limitations as may be imposed from time to time by the Common Facilities Committee including, but not limited to regulations, rules, restrictions and limitations concerning the times of, notice of and manner in which such easements are to be enjoyed; provided, always that this Section shall not be construed to in any way derogate from the grant of these easements, rights, licences or the ECR Agreement.

ARTICLE V INSURANCE

Section 5.01 Minimum Coverage. Each Owner shall have in place (i) commercial general liability insurance; and (ii) all risk property insurance (covering fire and major perils) in an amount to cover one hundred per cent (100%) of the replacement costs of the Common Facilities. In the event the Owners fail to carry such minimum coverage, the Common Facilities Committee, on behalf of the Owners, may obtain and maintain, where available, commercial general liability insurance with respect to incidents or occurrences upon or within the Common Facilities so that the Common Facilities shall have a minimum coverage of Five Million Dollars (\$5,000,000) per occurrence and all risk property insurance (covering fire and major perils insurance), sufficient to cover one hundred per cent (100%) of the replacement costs of all property contained within such portion of the Common Facilities. Each Owner shall deliver to the other, upon request, a certificate of insurance confirming insurance coverage in compliance with the terms of this Section.

Section 5.02 Insurance Trust Agreement. Upon occurrence of substantial damage to the Common Facilities in respect of an insurable property damage risk, the Owners agree to engage, jointly, the services of a reputable insurance trustee to allocate, appropriately, the proceeds of insurance in order to repair the damage. The insurance trust agreement shall contain the usual provisions for same described in the declaration of each Owner and in accordance with the standard, acceptable format of insurance trust agreement employed, at that time, within the condominium industry.

Section 5.03 Uninsured Loss or Damage. In the event damage occurs to any part of the Common Facilities which is not covered by any policy of insurance, whether prescribed or not in this Agreement, and which is not caused by the wilful act or negligence of one party to this Agreement, the cost of the damage shall be borne by the Owners in their Proportionate Shares, to pay for the operation, maintenance, repair, replacement and inspection of that part of the Common Facilities either damaged or causing such accident or mishap as the case may be. In the event that the damage is attributable to the wilful act or negligence of an owner or tenant of a particular unit in a Strata Lot, the applicable Owner shall endeavor to recover the cost of the damage from such owner or tenant, as applicable, at first instance.

ARTICLE VI CONDOMINIUMS

Section 6.01 Condominiums. The following provisions shall apply to any Strata Lot that is subdivided by registration of a Condominium Plan:

- (a) the benefit and burden of the Easements and other covenants and agreements and rights contained in this Agreement shall be represented on behalf of the owners of Condominium Units by the Condominium Corporation formed in respect to those Condominium Units and shall be administered, enforced, modified or released by such Condominium Corporation only;
- (b) in respect of the common property set forth on such Condominium Plan or common property Condominium Units, the obligations of any owner of any deemed or common interest in any Strata Lot which, as grantor, has granted an easement set forth herein, shall be deemed to vest exclusively with the Condominium Corporation formed in respect of that Strata Lot and not with the individual Condominium Unit owners;
- (c) individual Condominium Unit owners and anyone exercising voting power pursuant to the Condominium Act shall use their best efforts and vote their unit factors attributable to their Condominium Unit to ensure their Condominium Corporation performs and honours, and not take any steps to prevent the Condominium Corporation from performing and honoring, all of the provisions set forth in this Agreement as they relate to Condominium Units owned by such owners, common property and Condominium Units owned by the Condominium Corporation;
- (d) the interests of the owners of the Condominium Units contained in a Condominium Plan shall be represented by the Condominium Corporation formed in respect thereof on its own behalf and as agent for the owners from time to time of the resulting Condominium Units with respect to any arbitration, legal proceeding, or subsequent agreement between the parties. The individual owners of Condominium Units have no right, on their own behalf, to modify or release the covenants and agreements herein contained and such owners shall not attempt to enforce or

interfere with the administration by the Condominium Corporation of the easements, covenants and agreements contained in this Agreement;

- (e) the liability of each Condominium Unit owner for the performance and observance of their covenants and obligations pursuant to this Agreement shall be limited to his, her or its unit factor attributable to their Condominium Unit, as prescribed by the Condominium Act; and
- (f) the Condominium Corporation shall be responsible for the enforcement, performance and observance of the easements, covenants and restrictions as well as any ancillary rights and obligations contained in this Agreement as it relates to the Condominium Unit owners and their tenants and invitees.

ARTICLE VII ARBITRATION

Section 7.01 Arbitration. If the parties are unable for a period of thirty (30) consecutive days to agree on any matter upon which they are required by the terms of this Agreement to agree on or which it is necessary for them to agree upon in order to conduct their respective business, or if the Common Facilities Committee becomes deadlocked on an issue, then, except for matters that are expressly excluded from arbitration in this Agreement, the matter shall be decided by arbitration in accordance with the following:

- (a) The place of arbitration shall be Calgary, Alberta.
- (b) Arbitration proceedings shall be commenced by the party desiring arbitration (the "**Initiating Party**") giving written notice in accordance with this Agreement to the other party (the "**Responding Party**") specifying briefly the matter to be arbitrated, and within ten (10) days after receipt of the Initiating Party's notice the parties shall agree upon a single arbitrator (the "**Arbitrator**"). If the parties cannot agree upon the appointment of an Arbitrator as contemplated in this Article, then the Arbitrator shall be appointed by the Alberta Court of King's Bench, pursuant to the *Arbitration Act* (Alberta).
- (c) Upon the appointment of the Arbitrator, the Arbitrator shall then promptly proceed to hear the evidence and submissions of the Initiating Party and the Responding Party at a place and time in Calgary, Alberta designated by the Arbitrator and shall render a written decision within thirty (30) days after the designation of the Arbitrator, as applicable.
- (d) The decision of the Arbitrator shall, including, without limitation, in respect of the procedure and conduct of the parties during the arbitration, be final and binding upon the parties and not subject to appeal except for appeals to a court on questions of law/fact/mixed fact and law, and may be made an order of the court pursuant to the *Arbitration Act* (Alberta).

- (e) Submission to arbitration as provided in this Section shall be a condition precedent to the bringing of any legal action with respect to any matter expressly required or permitted to be arbitrated pursuant to the provisions of this Agreement.
- (f) The Arbitrator shall have the authority to assess the costs of the arbitration panel against either or both the Initiating Party or the Responding Party, but each party shall bear its own evidence, witness and legal counsel fees. The Arbitrator shall have, in the appropriate circumstances and where it is in the best interests of the parties, the authority to appoint an independent third party operator to carry out the objects and duties of either Owner or both Owners.

ARTICLE VIII

NOTICES, SUCCESSORS AND ASSIGNS

Section 8.01 Notices. Any notices required or desired to be given to the Owners hereto in connection with this Agreement or arising therefrom shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

East Tower 2920 – 320 Granville Street
Owner: Vancouver, B.C. V6C 1S9

Email:

Attention:

West Tower 2920 – 320 Granville Street
Owner: Vancouver, B.C. V6C 1S9

Email:

Attention:

Any Owner may, from time to time, give notice of a change in its address or email address or the person referred to above to whose attention notices are to be given.

Section 8.02 Enurement. This Agreement shall be binding upon, and shall enure to the benefit of, the Owners hereto and their respective successors and assigns.

Section 8.03 Covenants Running with the Land. The Owners hereto hereby consent to the registration of this Agreement against the title to the Lands and hereby acknowledge, confirm and

agree that this Agreement shall be deemed and construed to run with the title to each of such Lands, and shall be binding upon the successors in title to each of such Lands.

Section 8.04 Assumption Agreements. Notwithstanding Section 8.03, the Owners each agree to obtain an assumption agreement, in a form and substance satisfactory to the other Owner, from any transferee to whom that Owner intends to sell or transfer any portion of the Lands, such assumption agreement requiring the transferee to assume all of the covenants herein of the transferring Owner as if that transferee had been an original party to this Agreement, except for any sale of any Condominium Units to a third party purchaser in the ordinary course and any mortgaging, charging or encumbering of any of the Lands. Any transfer of any part of the Lands without such an assumption agreement first being obtained and delivered shall be null and void.

Section 8.05 Certificate of Status. Each Owner shall, within ten (10) days of request made by written notice by the other Owner, deliver to such other Owner a certificate in writing stating whether or not this Agreement is unmodified and in full force and effect, whether to the knowledge of the officer signing on behalf of the Owner there are any defaults by either Owner under this Agreement or circumstances that with the passage of time or the giving of notice or both would give rise to a default, and if there are defaults or pending defaults, stating the nature and status of the default or pending default, and whether there are any amounts owing by one Owner to the other and, if there are the amounts owing, due dates. If the Owner fails to deliver the signed certificate required by this Section within the timeline required by this Section, then, as against the Owner, this Agreement shall be deemed to be in good standing. Any certificate of status given pursuant to this Section 8.05 may be pleaded and shall be a complete defence by the requesting party to any action brought on a claim that is inconsistent with the facts recited in the certificate.

ARTICLE IX GENERAL

Section 9.01 Governing Law. The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Alberta, and the federal laws of Canada applicable in Alberta.

Section 9.02 Further Assurances. The Owners covenant and agree to forthwith execute all further assurances or other documents necessary or required to carry out the true intent of these presents.

Section 9.03 Time of the Essence. Time shall be of the essence of this Agreement and of the obligations of the Owners.

Section 9.04 Severability. If any Article or Section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such Article or Section shall be considered separate and severable from this Agreement, and the remaining provisions thereof shall remain in full force and effect, and shall be binding upon the Owners hereto as though the said illegal or unenforceable Article or Section had never been included.

Section 9.05 Successors and Assigns. All covenants, agreements, conditions and obligations contained in this Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto.

Section 9.06 Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by sending a scanned copy ("PDF" or "tif") by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.07 Conflict. If there is any conflict or inconsistency between any term or provision of this Agreement and any term or provision of the ECR Agreement, the terms and provisions of the ECR Agreement shall prevail, provided there shall not be deemed to be any conflict if the terms and provisions of this Agreement should enlarge, clarify, qualify or more specifically address the terms of the ECR Agreement. Silence on a matter addressed in one document which is not addressed in the other, shall not constitute an inconsistency in respect of that matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Owners have executed and delivered this Agreement.

EMBASSY BOSA INC.

By: 

Name: Clark Lee

Title: CFO

EMBASSY BOSA INC.

By: 

Name: Clark Lee

Title: CFO

SCHEDULE 1

Club Arris Rules & Regulations

Hours of Operation: are between the hours of 6am and 10pm.

Access: Club Arris is accessed via the elevator from the 3rd floor and offers club members the following:

- **Pool Area:** pool, hot tub, wet steam, and dry sauna
- **Fitness Area:** fully equipped gym, separate cardio space, and a recovery lounge
- **Social Area:** lounge, private dining area, four study rooms
- **Outdoor Area:** courtyard with two outdoor family-style barbeque zones with dining and casual lounge area, two social seating areas, and a green space for gathering and play.
- **Sun Lounge Area and Pet-Relief Area:** outside of amenity building in designated locations only.

All facilities included within Club Arris are provided to the club members as a gratuity and without further charge. The operator reserves the right to set the days and hours of use for all facilities within Club Arris and to change the character of or close any facility based upon the needs of the operator and in the operator's sole and absolute discretion, without notice, obligation, or compensation of any nature to any club member.

Designated areas of Club Arris, from time to time, may be available for private functions. The operator will provide club members upon request the then current permitted uses, the applicable reservation fee, the required inspection/cleaning deposits, booking availability, alcohol permit requirements and preferred vendors.

Use of Club Arris: For the safety of all club members and their guests, all occupants at Club Arris shall follow the Club Arris Rules & Regulations, and observe all posted rules within Club Arris. By using any facilities within Club Arris, club members and their guests agree to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to the member or guest's use of Club Arris, and release and waive any and all claims allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that the member or guest may have against the operator or owner of Club Arris and that are in any way related to or arise from such use.

Indemnity/Waiver: All club members will be required to sign an indemnity and waiver agreement for access to Club Arris. The club member is responsible for all guests' compliance with Club Arris Rules & Regulations. The operator may require the club member's guests to sign an indemnity and waiver agreement for use of Club Arris.

Noise: The club member and/or their guests who make excessive noise during the use of any of the facilities within Club Arris will be asked to leave. The operator reserves the right to restrict privileges to anyone not in compliance with the regulations.

Pool Area

Guests: The club member is limited to 2 guests per Leased Premises in Club Arris at any one time. The club member must always accompany their guests while in the pool area. There are no exceptions to this rule. Operator reserves the right to ask guests to leave should the occupancy of the pool exceed limits prescribed by the operator or otherwise permitted by law.

Health & Safety: Users and guests agree to abide by all applicable health and safety laws regarding use of the pool area.

Pool: Persons 15 years of age and younger must not use pool facilities without an adult in attendance.

Hot tub: Children under the age of 5 are not permitted in the hot tub.

Warnings:

1. Persons using the pool, hot tub, wet steam, or dry sauna area do so at their own risk. Operator is not responsible for accident or injury.
2. Elderly persons, pregnant women, and those with health conditions requiring medical care should consult with a physician before entering the pool, hot tub, wet steam, or dry sauna.
3. Long exposure to the pool, hot tub, wet steam, or dry sauna may result in nausea, dizziness or fainting.
4. Proper swim attire is required at all times in the pool area including going to and from and around the pool area. Street clothes and outdoor footwear are not permitted at any time within the pool area.
5. Club members and guests will utilize towels on all pool furniture when using suntan oils or lotions. Use of suntan oils requires a shower prior to entering the pool, hot tub, wet steam or dry sauna.
6. No alcoholic beverages are permitted in the pool area. No person under the influence of alcoholic beverages or illicit substances is allowed to use the pool, hot tub, wet steam, or dry sauna.
7. Hot water emersion while under the influence of alcohol, narcotics, drugs or medicines increases risks to the user and may lead to serious consequences and is not recommended.
8. Food may not be served or consumed in or around the pool area. Beverages must be in unbreakable containers. No glass is allowed in the pool area at any time.

9. Radios, stereos and amplifiers are not permitted in the pool area, however small personal listening devices are permitted with headphones or other small alternative listening mechanisms that do not cause a disturbance to others.
10. Horseplay, diving, running, fighting or any dangerous conduct causing safety issues or excess noise that disturbs other club members is not permitted.
11. Flotation devices of any sort are not allowed.
12. Emergency safety equipment is not to be used except in case of emergency.
13. Operator is not responsible for lost, damaged or stolen property.
14. Towels and swimwear must not be hung from balcony railings in or around the pool area.
15. Reserving chairs is not permitted.

Fitness Area

1. Persons 15 years of age and younger are not permitted to use the fitness equipment, unless accompanied by an adult.
2. All fitness equipment provided in the fitness area shall be of a type that is appropriate to a residential condominium and apartment facility, with regard to building noise transmission and the diversity of club members. In this regard, it is acknowledged that the fitness facility is not a commercial gym.
3. Be courteous when using the fitness area by refraining from occupying any equipment for extended periods of time.
4. Equipment is to be wiped down after each use. Please use a towel when sitting on equipment or mats.
5. Television volume must be kept at a reasonable level. Please ensure A/V equipment is turned off while not in use.
6. Do not engage in any activity that involves forceful impact against walls or floors, including dropping weights.
7. All weights are to be returned to their racks after use. No equipment is to be removed from the facility, as this constitutes theft.
8. Users shall immediately report to the operator any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of the Club Arris Rules & Regulations.

9. Users shall consult a physician before using any equipment in the fitness area and before participating in any aerobics or exercise class and will refrain from such use or participation unless approved by the user's physician.
10. Users will keep the fitness area locked at all times during the user's visit to the fitness area.

AFFIDAVIT IN SUPPORT OF CAVEAT

I, Viviana Rahal, of the City of Calgary, in the Province of Alberta, Barrister and Solicitor, MAKE OATH AND SAY THAT:

1. I am agent for the within named Caveator.
2. I believe that the Caveator have a good and valid claim on the lands. This caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with the lands.

SWORN BEFORE ME at the City
of Calgary, in the Province of Alberta
this 20 day of February, 2024.

Weiwei Jiang

A COMMISSIONER FOR OATHS in and
for the Province of Alberta

WEIWEI JIANG
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires November 06, 2024

Viviana Rahal

Viviana Rahal



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