

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

FOX ISLAND DEVELOPMENT LTD. and ADVANCED VENTURE HOLDING
CO., LTD.

PETITIONERS

AND:

KENSINGTON UNION BAY PROPERTIES NOMINEE LTD. (FORMERLY
KNOWN AS 34083 YUKON INC.), KENSINGTON UNION BAY PROPERTIES
LIMITED PARTNERSHIP, KENSINGTON UNION BAY PROPERTIES GP LTD.,
INTERNATIONAL TRADE CENTRE PROPERTIES LTD., SUNWINS
ENTERPRISE LTD., MO YEUNG CHING also known as MICHAEL CHING, MO
YEUNG PROPERTIES LTD., SFT DIGITAL HOLDINGS 30 LTD., HOTEL
VERSANTE LTD., BEEM CREDIT UNION, MORTEQ LENDING CORP., CHUN
YU LIU, 1307510 B.C. LTD., JEFFREY RAUCH, RCC HOLDINGS LTD. AND
HEUNG KEI SUNG

RESPONDENTS

AFFIDAVIT

I, Denglin Liu, Property Manager, c/o 4th Floor, 500 Sixth Avenue, in the City of
New Westminster, Province of British Columbia, MAKE OATH AND SAY THAT:

1. I am a strata council member of The Owners, Strata Plan EPS 5801, 5802, 5803
and 5804, and as such have personal knowledge of the matters and facts herein set forth in this
Affidavit, save and except where same are stated to be based upon information and belief and,
where so stated, I verily believe same to be true.

2. I am authorized to swear this Affidavit on behalf of The Owners, Strata Plan EPS
5801, The Owners, Strata Plan EPS 5802, The Owners, Strata Plan EPS 5803, The Owners, Strata
Plan EPS 5804 (the "Strata Corporations"). I have been a member of the strata council for the
Strata Corporations from their inception.

3. The Strata Corporations are duly organized under the provisions of the *Strata Property Act*, SBC 1998, c 43 and amendments thereto and civically located at 8411 and 8477 Bridgeport Road, Richmond, BC and 8400 West Road, Richmond, BC.

4. On May 9, 2019, the strata plans for the Strata Corporations were deposited in the land title office. Attached hereto and marked as **Exhibit “A”** to this my Affidavit are true copies of the strata plans.

Section 219 Covenant/Reciprocal Easement

5. In or around May 2019, the developer of the Strata Corporations entered into a reciprocal easement with the City of Richmond (the “City”), which granted easements among parcels of land, including the Strata Corporations’ lands. Attached hereto and marked as **Exhibit “B”** to this my Affidavit are true copies of the common property indexes for the Strata Corporations.

6. On May 24, 2019, the reciprocal easement was registered in the Land Title Office as charge numbers CA7519726 to CA7519836 (the “Reciprocal Easement”). Attached hereto and marked as **Exhibit “C”** to this my Affidavit is a true copy of the Reciprocal Easement.

7. The Reciprocal Easement contains, *inter alia*, the following definitions:

1.1.1 “Access” has the following meanings:

(b) with respect to Access to Vehicular Access Routes, “Access” means to enter, go, pass and repass in, over and upon all or any part of the Vehicular Access Routes as the respective Dominant Owner may reasonably require, on foot and with respect to parts thereof designated for use by vehicles, with vehicles (including bicycles), for the purpose of obtaining access to and egress from the Parkade;

1.1.67 “Modification to this Agreement” means any change, addition to or reduction of the easements, covenants and Section 219 covenants granted herein and includes all new and subsequently granted easements, covenants and Section 219 covenants granted by the Servient Owners from time to time to and for the benefit of the respective Dominant

Tenements and the Dominant Owners thereof, or to and for the benefit of the City, as the case may be;

1.1.107 “Vehicular Access Routes” mean those parts of the Parcels at, above or below street level which are from time to time designated by the Owners of the Parcels, respectively, for, or are used or intended to be used for ramps and circulation lanes for vehicular entrance, movement and exit to and from the Parkade, provided however that the Loading Bays and any other truck parking areas and loading bays shall not be part of a Vehicular Access Route;

8. Clause 3.1.3 of the Reciprocal Easement provides as follows:

3.1.3 No Parking on Vehicular Access Routes – The Project Easements that are granted herein for Access to Vehicular Access Routes do not include the right to park and have not been granted for the purpose of parking vehicles on the Vehicular Access Routes; and

9. Clause 4.3 of the Reciprocal Easement provides as follows:

4.3 Additional Easements

Each Servient Owner agrees with the Other Owners to execute and deliver any Modifications of this Agreement as may be necessary to grant such additional easements over their respective Servient Tenements as one or more of the Other Owners may reasonably require, by a written request to the respective Servient Owners, in order to permit the use and enjoyment of the Developments within the Parcels as an integrated development as contemplated hereby, provided that:

- (a) no compensation or valuable consideration shall be paid to the Servient Owners that grant such additional easements;
- (b) the Modifications of this Agreement required to grant and register such additional easements shall be in a form and on such terms as the respective Servient Owners and Dominant Owners shall agree, each acting reasonably; and

(c) the additional easements granted pursuant to such Modifications to this Agreement shall interfere as little as possible with the use and enjoyment of the respective Servient Tenements by the respective Servient Owners and shall be consistent with the general scheme of the easements, covenants and allocation of Shared Costs contemplated pursuant to this Agreement.

10. Schedule A attached to the Reciprocal Easement describes the easement area of the Vehicular Access Routes as “Blanket”.

11. The owners and occupants of the Strata Corporations use the Vehicular Access Routes to enter and exit the parkade.

Parking on the Vehicular Access Routes

12. In or around July 2021, the Hotel Versante located on ASP2 (the “Hotel”) made an inquiry regarding the Hotel’s ability to operate temporary valet parking in front of the building. This request was denied by the Strata Corporations’ Strata Manager. Attached hereto and marked as **Exhibit “D”** to this my Affidavit is a true copy of the email chain dated July 16, 2021 between Barnard Urquhart, front office manager of the Hotel (“Urquhart”) and Harvir Bhatti, (“Bhatti”).

13. Between 2021 and 2022, Bhatti reminded the Hotel that no parking was allowed in front of the building. Attached hereto and marked as **Exhibit “E”** to this my Affidavit are true copies of the emails dated September 7, 2021 and August 16, 2022 from Bhatti to Urquhart and Sanjeet Sadana, respectively.

14. In or around mid/late 2022, the Hotel painted solid blue lines in front of the building to create several valet parking spaces (the “Valet Parking”), without consulting the Strata Corporations. Prior to this, there were no valet parking spaces in front of the building. Attached hereto and marked as **Exhibit “F”** to this my Affidavit are true copies of screenshots I took from Google Maps, showing the front of the building with no painted valet parking spaces in June 2022, and painted lines in May 2024.

15. The access road where the Valet Parking has been created the primary way in which Strata owners, or other visitors, enter and exit the parkade for the building. There is another

possible entrance to the Parkade from River Road, however, I believe only approximately 5 percent of people use this route because most traffic travels to the building from No. 3 Road.

16. Between 2023 and 2025, owners and/or occupants of the Strata Corporations complained to Bhatti regarding the Hotel's operation of the Valet Parking, causing access issues to and from the parkade. Attached hereto and marked as **Exhibit "G"** to this my Affidavit are true copies of the emails dated June 27, 2023, July 28, 2023, August 1, 2023, August 10, 2023, August 18, 2021, December 11, 2024 and November 18, 2025 from and/or to Bhatti.

17. Attached hereto and marked as **Exhibit "H"** to this my Affidavit is a true copy of a photograph I took of the Valet Parking and surrounding areas on or about November 21, 2025, which shows parking congestion in the Vehicular Access Routes.

The October 23, 2025 Application

18. By court application of the Receiver on October 23, 2025 (the "October 23 Application"), this Court authorized the Receiver to execute an easement for valet parking in front of the Hotel (the "Order"). Attached hereto and marked as **Exhibit "I"** to this my Affidavit is a true copy of the Order.

19. In the Valet Parking Easement Agreement (as defined in the Order), an easement was granted to Air Space Parcel 2 (i.e. the Hotel) to operate the Valet Parking.

20. The Valet Parking was constructed on the Vehicular Access Routes, which modified the Reciprocal Easement.

21. The Valet Parking interferes with the reasonable use of the Vehicular Access Routes, and may interfere with fire-safety or emergency service bylaws for the City of Richmond.

22. Despite the Strata Corporations having an interest in the Valet Parking Easement and its impact on the Vehicular Access Routes, the Strata Corporations were not served with the October 23 Application, did not have any knowledge it was occurring and were not given the opportunity to advise this Court of the effects of the Valet Parking Easement Agreement on the Strata Corporations.

23. I learned of the Order on the evening of October 23, 2025, and attended a court hearing in this proceeding on October 24, 2025. At the court hearing, I expressed my concern about the Valet Easement to the court, and was advised by the Judge to seek legal advice.

24. Following the October 24, 2025 court hearing I tried to search out lawyers to give the Strata Corporations advice, however some of the lawyers I contacted did not have the necessary time or were in conflicts of interest, and it took several weeks before I was able to locate appropriate legal assistance. I eventually retained the Strata Corporations' current lawyer on or around November 26, 2025.

Events Post-Order

25. On December 17, 2025, Mr. John Sandrelli, counsel for the Receiver, sent an email to Mr. Stephen Hamilton, counsel for the Strata Corporations, advising that the Receiver would bring an application (the "Amendment Application") in January for an order amending the order of October 24, 2025 which *inter alia*, approved the purchase agreement between the Receiver and Citation Property Holdings Limited.

26. On December 17, 2025, Mr. Sandrelli further advised Mr. Hamilton of the following:

"The judge advised she is available for such application on January 8 or 9, 2026. In doing so, it was also suggested that if your clients wish to bring their own application to set aside the October 23, 2025 Order approving the Valet Easement, they ought to do so at the same time."

27. On December 17, 2025, Mr. Sandrelli confirmed that the application(s) were set to be heard on January 9, 2026.

28. Attached hereto and marked as **Exhibit "J"** to this my Affidavit is a true copy of the email chain between Mr. Sandrelli and Mr. Hamilton between December 17, 2025 and December 18, 2025.

29. Since December 17, 2025, the Strata Corporations have been actively trying to engage third party consultants to provide expert advice regarding the Valet Easement.

30. On December 18, 2025, the Strata Corporations contacted Thinkspace Architecture Planning Interior Design Ltd. (“Thinkspace”) to request an opinion regarding whether the Valet Parking is permitted under applicable municipal bylaws, development permits and/or planning policies.

31. On December 19, 2025, the Strata Corporations contacted Watson & Barnard Land Surveying (“W&B”) to request survey documents regarding the location, boundaries and configuration of the Valet Parking and its surrounding areas.

32. Attached hereto and marked as **Exhibit “K”** to this my Affidavit is a true copy of the email chain between me and W&B between December 19, 2025 and January 5, 2026.

33. On December 22, 2025, Thinkspace advised the Strata Corporations that its team was out of the office for the remainder of the year and that they would contact the Strata Corporations in the New Year. Attached hereto and marked as **Exhibit “L”** to this my Affidavit is a true copy of the email chain between me and Thinkspace between December 18, 2025 and December 22, 2025.

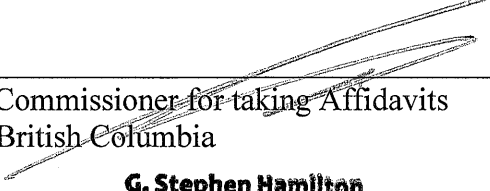
34. On December 31, 2025, the Receiver served by email the Amendment Application on the Strata Corporations. Attached hereto and marked as **Exhibit “M”** to this my Affidavit is a true copy of the email from counsel for the Receiver without attachments.

35. On January 5, 2026, the Strata Corporations requested an adjournment of the Amendment Application. On January 5, 2026, Mr. Sandrelli advised that the Receiver was not agreeable to an adjournment. Attached hereto and marked as **Exhibit “N”** to this my Affidavit is a redacted copy of the email chain between counsels between January 5, 2026 and January 6, 2026.

36. On January 6, 2026, Thinkspace advised me that the contact person for the work requested by the Strata Corporations was out of the office and would reach out the next day. Attached hereto and marked as **Exhibit “O”** to this my Affidavit is a true copy of the email from Thinkspace dated January 6, 2026.

37. Now produced, shown to me and attached hereto and marked as **Exhibit "P"** to this my affidavit is an email from W&B, with a sketch survey plan of the Valet Easement. It is notable that the Valet Easement has also created an easement area directly in front of the Hotel.

SWORN BEFORE ME in the City of
New Westminster in the Province
 of British Columbia on this 7 day of
 January 2026



 A Commissioner for taking Affidavits
 in British Columbia

G. Stephen Hamilton
 Barrister & Solicitor
 Hamilton & Company
 4th Floor, 500 Sixth Avenue
 New Westminster, BC V3L 1V3
 604.630.7462



 DENG LIN LIU

000001

This is Exhibit "A" referred to in the
Affidavit of Dennis Liu
sworn (or affirmed) before me
this 7 day of January 2026.

A Commissioner/Notary Public for the
Province of British Columbia

STRATA PLAN OF AIR SPACE PARCEL 1
SECTION 21 BLOCK 5 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT AIR SPACE PLAN EPP73985
BCGS 92G.015



THE INTENDED PLOT SIZE OF THIS PLAN IS 580mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:200

INTEGRATED SURVEY AREA NO. 18, CITY OF RICHMOND, NA083 (CSRS) 4.0.0.BC1.GVRD

GRID BEARINGS ARE DERIVED FROM CONVENTIONAL TIES TO GEODETIC CONTROL MONUMENTS 77H4602 AND 77H5831 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10. THE UTM COORDINATES AND ESTIMATED ABSOLUTE POSITIONS WERE DERIVED FROM THE MASRT PUBLISHED COORDINATES AND ESTIMATED POSITIONS FOR GEODETIC CONTROL MONUMENTS 77H4602 AND 77H5831.

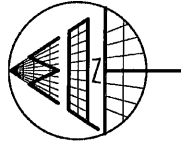
THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES AND ANGLES. DISTANCES ARE MEASURED BY THE DISTANCES MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9996038 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS 77H4602 AND 77H5831.

NA83(CSRS)4.0.BC.1.GVRD UTM ZONE 10 COORDINATES					
TABLET MARKING	NORTHING	EASTING	COMBINED FACTOR	ABSOLUTE ACCURACY	
77H4602	5448900.967	490664.735	0.9996038	0.018	
77H5831	5448885.131	490870.027	0.9996038	0.017	

NAME OF DEVELOPMENT:
INTERNATIONAL TRADE CENTRE
SOUTH TOWER

CIVIC ADDRESS:
8411 BRIDGEPORT ROAD
RICHMOND, B.C.

Sec 21
Bk 5 N Rge 6 W



Rem 1
PLAN EPP37734

RIVER ROAD

ASP 2
ASPL EPP73985

AIR SPACE
PARCEL 1
AIR SPACE PLAN EPP73985

SRW
PLAN EPP74510

Rem 1
PLAN EPP37734

BRIDGEPORT ROAD

LEGEND

- INDICATES CONTROL MONUMENT FOUND
- INDICATES STANDARD IRON POST FOUND
- INDICATES LEAD PLUG FOUND

OFFSET POSTS AND PLUGS ARE ON PRODUCTION OF PROPERTY LINES UNLESS INDICATED OTHERWISE.

- m² INDICATES SQUARE METRES
- ASP INDICATES AIR SPACE PARCEL
- ASPL INDICATES AIR SPACE PLAN
- C.P. INDICATES COMMON PROPERTY
- S.L. INDICATES STRATA LOT
- TYP. INDICATES TYPICAL
- ELEV INDICATES ELEVATION
- ELEC INDICATES ELECTRICAL ROOM/CLOSET - C.P.
- M INDICATES MECHANICAL CLOSET/DOCT - C.P.

MATSON PECK & TOPLESS
SURVEYORS & ENGINEERS

#200-1120 HORSeshOE WAY
RICHMOND, B.C. V6X 2G7
PH: 604.270.6331
FAX: 604.270.4137
CADFILE:16907-11-STRATA-ASP 1

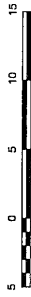
R-19-16907-11-STRATA-ASP 1

ALL ANGLES OF BUILDING WALLS ARE COMPONENTS OF 45 UNLESS NOTED OTHERWISE.
THE BUILDING IN THIS STRATA PLAN HAS NOT BEEN PREVIOUSLY OCCUPIED.
THE BUILDING SHOWN HEREON IS WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN.
ALL IMPROVEMENTS SHOWN ARE SOME FORM OF COMMON PROPERTY UNLESS INDICATED AS PART OF STRATA LOT.

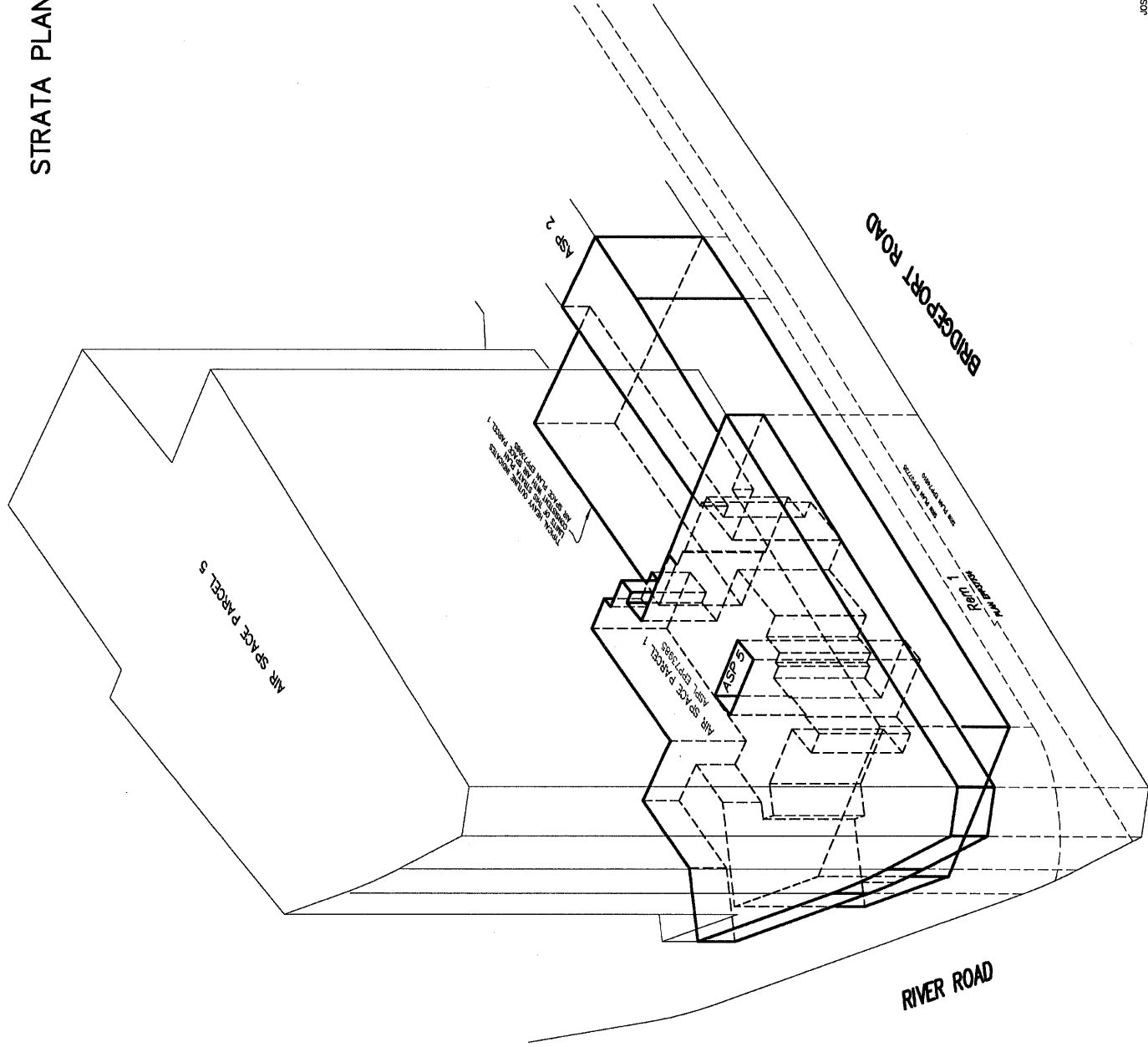
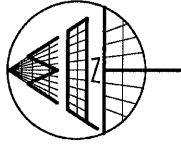
THIS PLAN LIES WITHIN
THE METRO VANCOUVER REGIONAL DISTRICT.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 9th DAY OF APRIL 2019
JOSE L. COLLINS, B.C.S. 750

ISOMETRIC



THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:250



STRATA PLAN EPS5801

SHEET 2 OF 6 SHEETS

000003

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
100-110 HARRISSE WAY
RICHMOND, B.C. V7A 5H7
PH: 604.270.6331
FAX: 604.270.4137
CAD FILE: 16807-11-STRATA-ASP 1.DWG

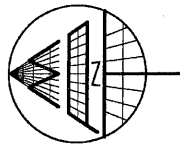
R-19-16807-11-STRATA-ASP 1

JOSE L. COEUS, B.S. 750
8th DAY OF APRIL, 2019

LEVEL 1

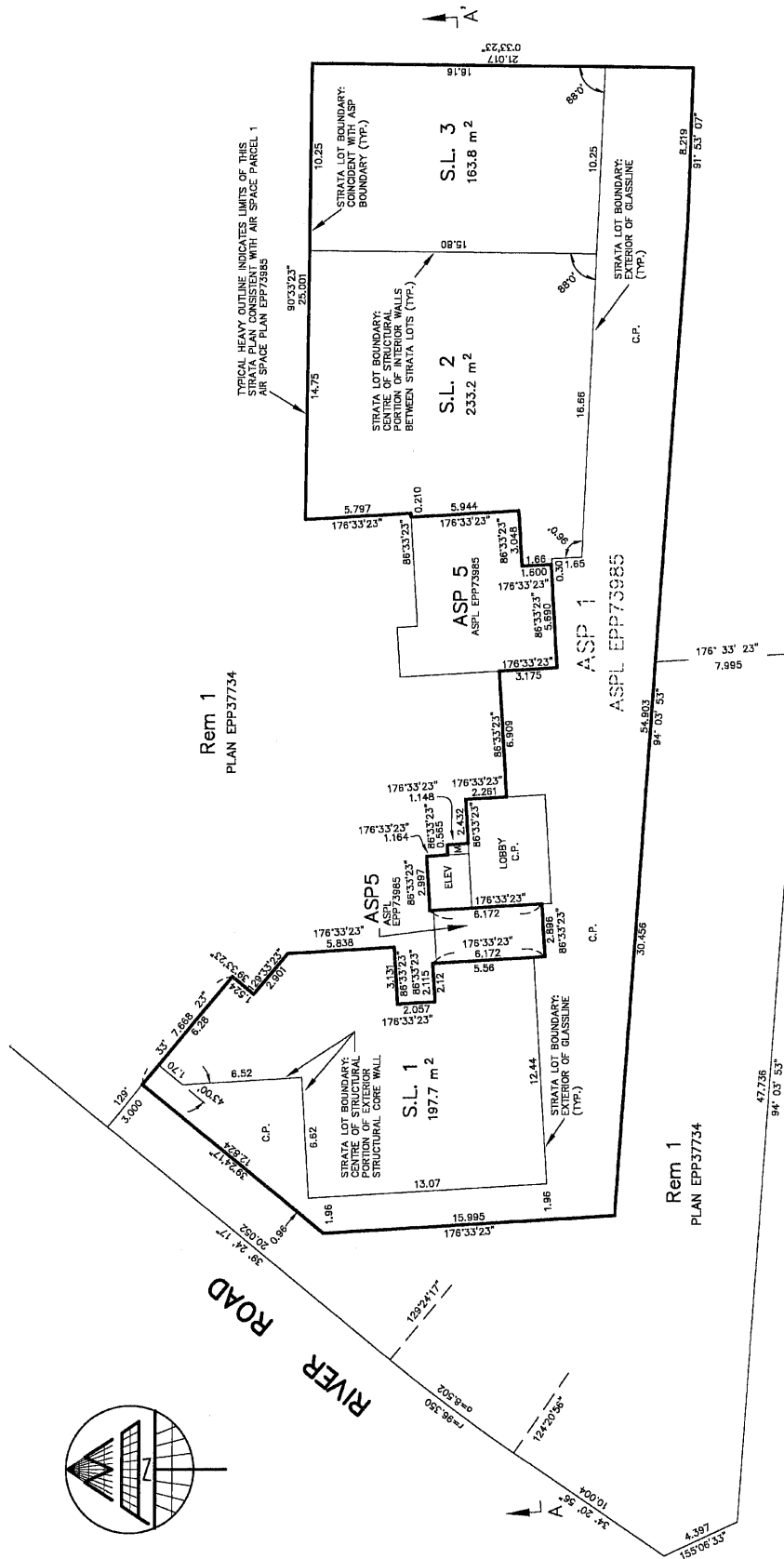


THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:175



SHEET 3 OF 6 SHEETS

STRATA PLAN EPS5801



CROSS SECTION AROUND POINT IN THE DIRECTION OF VIEW.

WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY DIMENSIONS TO:

- A) EXTERIOR OF STRUCTURAL PORTION OF EXTERIOR WALLS
- B) EXTERIOR OF GLASS LINE
- C) COMMON PROPERTY SIDE OF STRUCTURAL PORTION OF INTERIOR
- D) CENTRE OF STRUCTURAL PORTION OF INTERIOR WALLS BETWEEN STRATA LOTS
- E) AIR SPACE PARCEL BOUNDARIES
- F) CENTRE OF STRUCTURAL PORTION OF EXTERIOR STRUCTURAL CORE WALLS

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
120 HORSeshoe WAY
ROCKHURST
PH: 604.270.5331
FAX: 604.270.4137
CAPFILE16807-11-STRATA-ASP 1.DWG

R-19-16807-11-STRATA-ASP 1

JOSE L. COEGLUS, B.S. 750
9th DAY OF APRIL, 2018

BRIDGEPORT ROAD

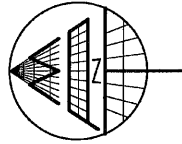
000004

LEVEL 2



THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:175

CROSS SECTION ARROWS POINT
IN THE DIRECTION OF VIEW.



RIVER
ROAD

175/241/17
124/40/56
155/08/33

Rem 1
PLAN EPP37734

ASP 5
ASPL EPP73985

ASP 5
ASPL EPP73985

ASP 5
ASPL EPP73985

ASP 5
ASPL EPP73985

ASP 5
ASPL EPP73985

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ASP 5
ASPL EPP73985

ASP 5
ASPL EPP73985

ASP 5
ASPL EPP73985

CROSS SECTION ARROWS POINT
IN THE DIRECTION OF VIEW.

WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY
DIMENSIONS TO:

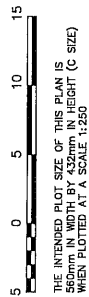
- A) EXTERIOR OF STRUCTURAL PORTION OF EXTERIOR WALLS
- B) EXTERIOR OF GLASS LINE
- C) COMMON PROPERTY SIDE OF STRUCTURAL PORTION OF INTERIOR
- D) CENTRE OF STRUCTURAL PORTION OF INTERIOR WALLS BETWEEN STRATA LOTS
- E) AIR SPACE PARCEL BOUNDARIES
- F) WALLS

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#201 - 11120 HORSESHOE WAY
VICTORIA, B.C. V8N 6K7
PH: 604.270.9331
FAX: 604.270.4137
CADFILE:16907-11-STRATA-ASP 1

NOEL L. COELUS, B.S.C. 750
9th DAY OF APRIL, 2019

STRATA PLAN EPS5802

STRATA PLAN OF AIR SPACE PARCEL 3
SECTION 21 BLOCK 5 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT AIR SPACE PLAN EPP73985
BCGS 92G.015



INTEGRATED SURVEY AREA NO. 18, CITY OF RICHMOND, NAD83 (CSRS) 4.0.0.BC1.0VRD
GRID BEARINGS ARE DERIVED FROM CONVENTIONAL TIES TO GEODETIC CONTROL
MONUMENTS 77H4602 AND 77H5831 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF
UTM ZONE 10.

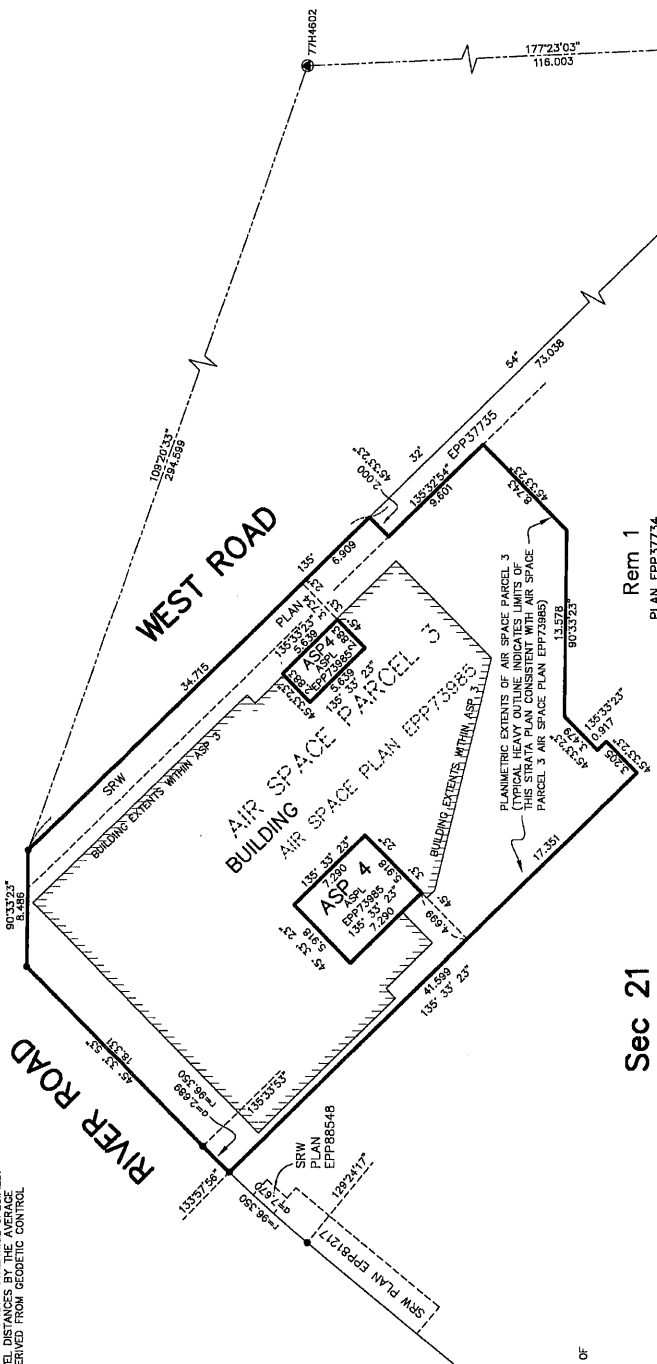
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500mm IN WIDTH BY 430mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:250

THIS PLAN SHOWS HORIZONTAL, GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED.
TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE
COMBINED FACTOR OF 0.9996038 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL
MONUMENTS 77H4602 AND 77H5831.

TABLET MARKING	NAD83(CRS) X, Y, Z	UTM ZONE 10 COORDINATES	COMBINED FACTOR	ABSOLUTE ACCURACY
77H4602	5448903.867	490644.735	0.9996038	0.018
77H5831	5448955.131	490670.027	0.9996038	0.017

CIVIC ADDRESS:
8400 WEST ROAD
RICHMOND, B.C.

NAME OF DEVELOPMENT:
INTERNATIONAL TRADE CENTRE
NORTH TOWER



LEGEND

- INDICATES CONTROL MONUMENT FOUND
- INDICATES STANDARD IRON POST FOUND
- INDICATES LEAD PLUG FOUND

OFFSET POSTS AND PLUGS ARE ON PRODUCTION OF
PROPERTY LINES UNLESS INDICATED OTHERWISE.

- m² INDICATES SQUARE METRES
- ASP INDICATES AIR SPACE PARCEL
- ASPL INDICATES AIR SPACE PLAN
- C.P. INDICATES COMMON PROPERTY
- S.L. INDICATES STRATA LOT
- INDICATES TYPICAL
- INDICATES ELECTRICAL ROOM/CLOSET - C.P.
- ELEC INDICATES ELECTRICAL ROOM/CLOSET - C.P.
- M INDICATES MECHANICAL ROOM/CLOSET - C.P.
- D INDICATES DECK

ALL ANGLES OF BUILDING WALLS ARE
COMPONENTS OF 45° UNLESS NOTED OTHERWISE.

THE BUILDING IN THIS STRATA PLAN HAS NOT BEEN PREVIOUSLY OCCUPIED.
THE BUILDING SHOWN HEREIN IS WITHIN THE EXTERNAL BOUNDARIES OF THE
LAND THAT IS THE SUBJECT OF THE STRATA PLAN.

DECKS ARE LIMITED COMMON PROPERTY FOR THE USE
OF THE STRATA LOT INDICATED (EXAMPLE: D-4).

ALL IMPROVEMENTS SHOWN ARE SOME FORM OF COMMON PROPERTY
UNLESS INDICATED AS PART OF STRATA LOT.

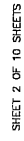
MATSON PECK & TOPLISS

SURVEYORS & ENGINEERS
1000 WEST 10TH AVE
RICHMOND, B.C. V6X 1S7
PH: 604.270.5331
FAX: 604.270.4137
CAPTIVE 16907-12-STRATA-ASP 3

THIS PLAN LIES WITHIN THE CITY OF RICHMOND.
THIS PLAN LIES WITHIN
THE METRO VANCOUVER REGIONAL DISTRICT.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
COMPLETED ON THE 9th DAY OF APRIL 2019
KASE L. GORDON, BCLS 750

THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:300

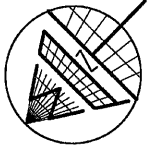


Page 2 of 10

LEVEL 1



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:100

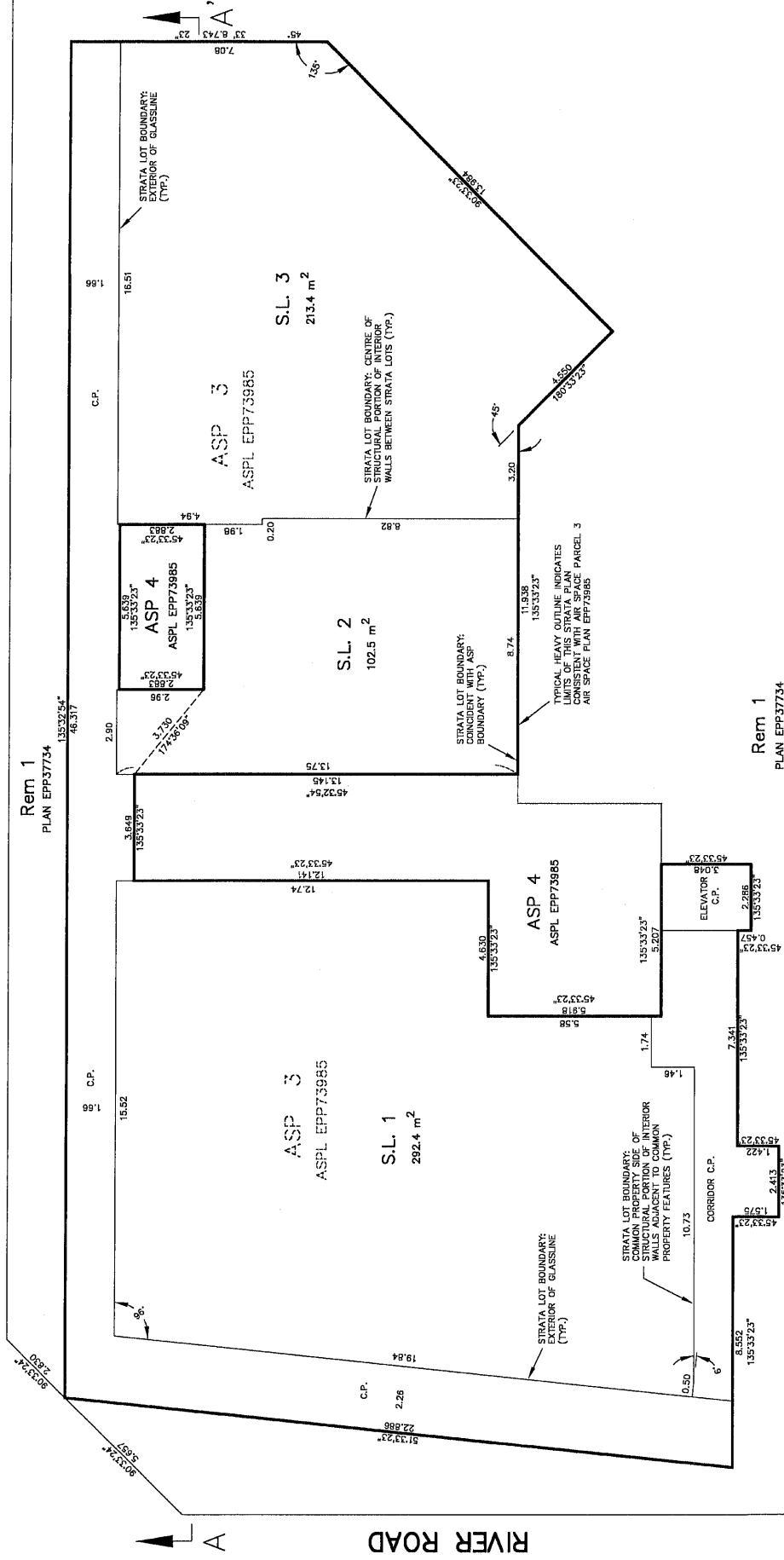


STRATA PLAN EPS5802

SHEET 3 OF 10 SHEETS

WEST ROAD

Rem 1
PLAN EPP37734



Rem 1
PLAN EPP37734

CROSS SECTION ARROWS POINT IN THE DIRECTION OF VIEW.

WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY DIMENSIONS TO:

- A) EXTERIOR OF STRUCTURAL PORTION OF EXTERIOR WALLS
- B) EXTERIOR OF COMMON PORTION OF EXTERIOR WALLS
- C) COMMON PROPERTY SIDE OF STRUCTURAL PORTION OF INTERIOR WALLS ADJACENT TO COMMON PROPERTY FEATURE
- D) CENTRE OF STRUCTURAL PORTION OF INTERIOR WALLS BETWEEN STRATA LOTS
- E) AIR SPACE PARCEL BOUNDARIES

MATSON PECK & TOPLESS
SURVEYORS & ENGINEERS
#200
11120 HORSeshOE WAY
VANCOUVER, BC V6A 4B7
PH: 604-270-6331
FAX: 604-270-4137
CADFILE:16907-12-STRATA-ASP 3

R-19-16907-12-STRATA-ASP 3

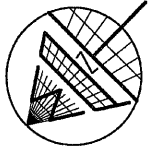
JOSE L. COELHO, BOLS 790
9th DAY OF APRIL 2019

000010

LEVEL 2



THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:100

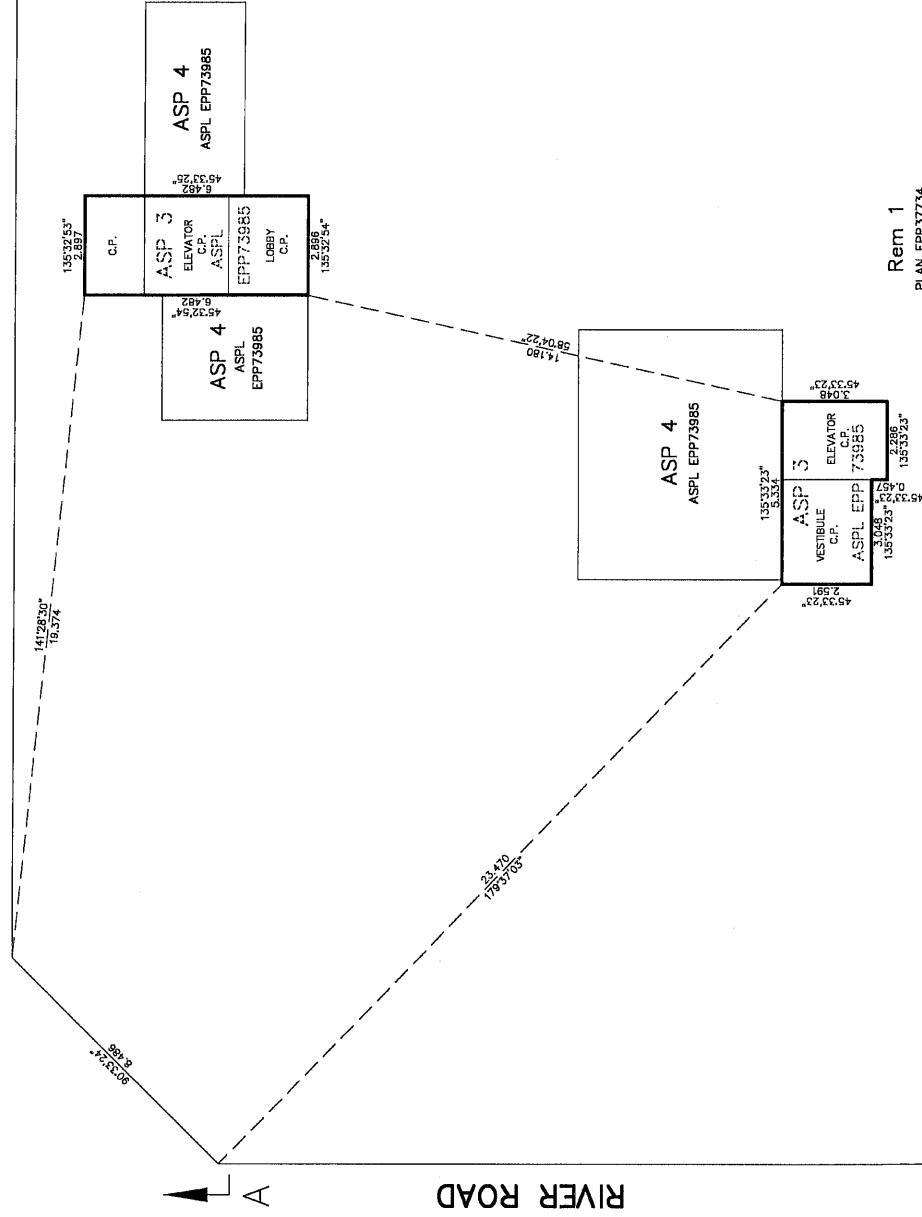


SHEET 4 OF 10 SHEETS

STRATA PLAN EPS5802

WEST ROAD

RIVER ROAD



Rem 1
PLAN EPP37734

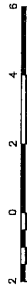
CROSS SECTION ARROWS POINT
IN THE DIRECTION OF VIEW.

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
1000-1000 HURON STREET
RICHMOND, B.C. V7Y 1R7
PH: 604.270.6331
FAX: 604.270.4137
CAD FILE: 16807-12-STRATA-ASP 3

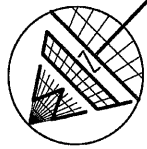
R-19-16807-12-STRATA-ASP 3

JOSE L. GREGG, B.S. 750
8th DAY OF APRIL, 2018

LEVEL 3



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:100

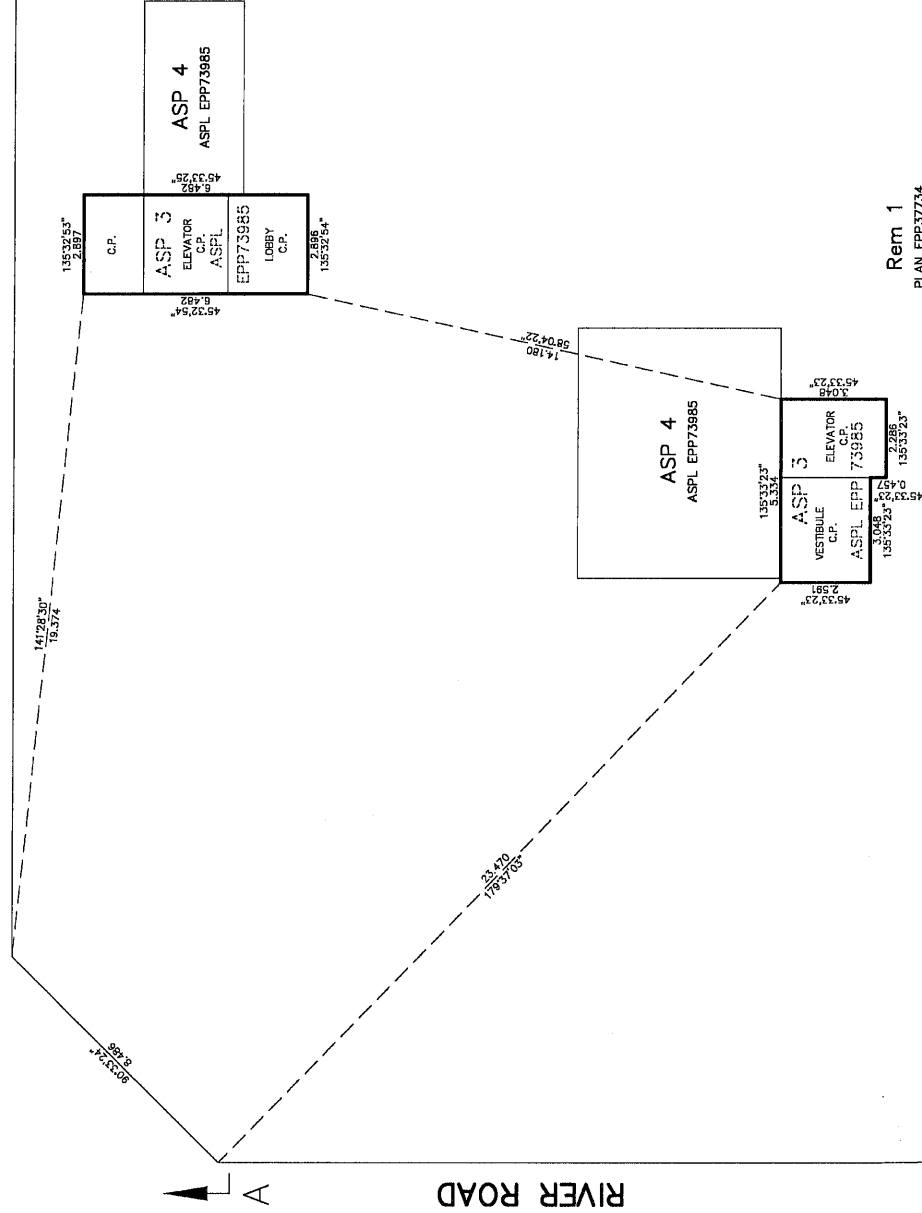


SHEET 5 OF 10 SHEETS

STRATA PLAN EPS5802

WEST ROAD

RIVER ROAD



Rem 1
PLAN EPP37734

CROSS SECTION ARROWS POINT
IN THE DIRECTION OF VIEW.

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
1000 HURON STREET
RICHMOND, B.C. V7Y 1R7
PH: 604.270.8331
FAX: 604.270.4137
CAD FILE: 16807-12-STRATA-ASP 3.DWG

R-19-16807-12-STRATA-ASP 3

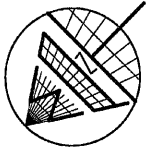
JOSE L. COELHO, B.S. 7560
9th DAY OF APRIL, 2018

000012

LEVEL 4



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 430mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:100

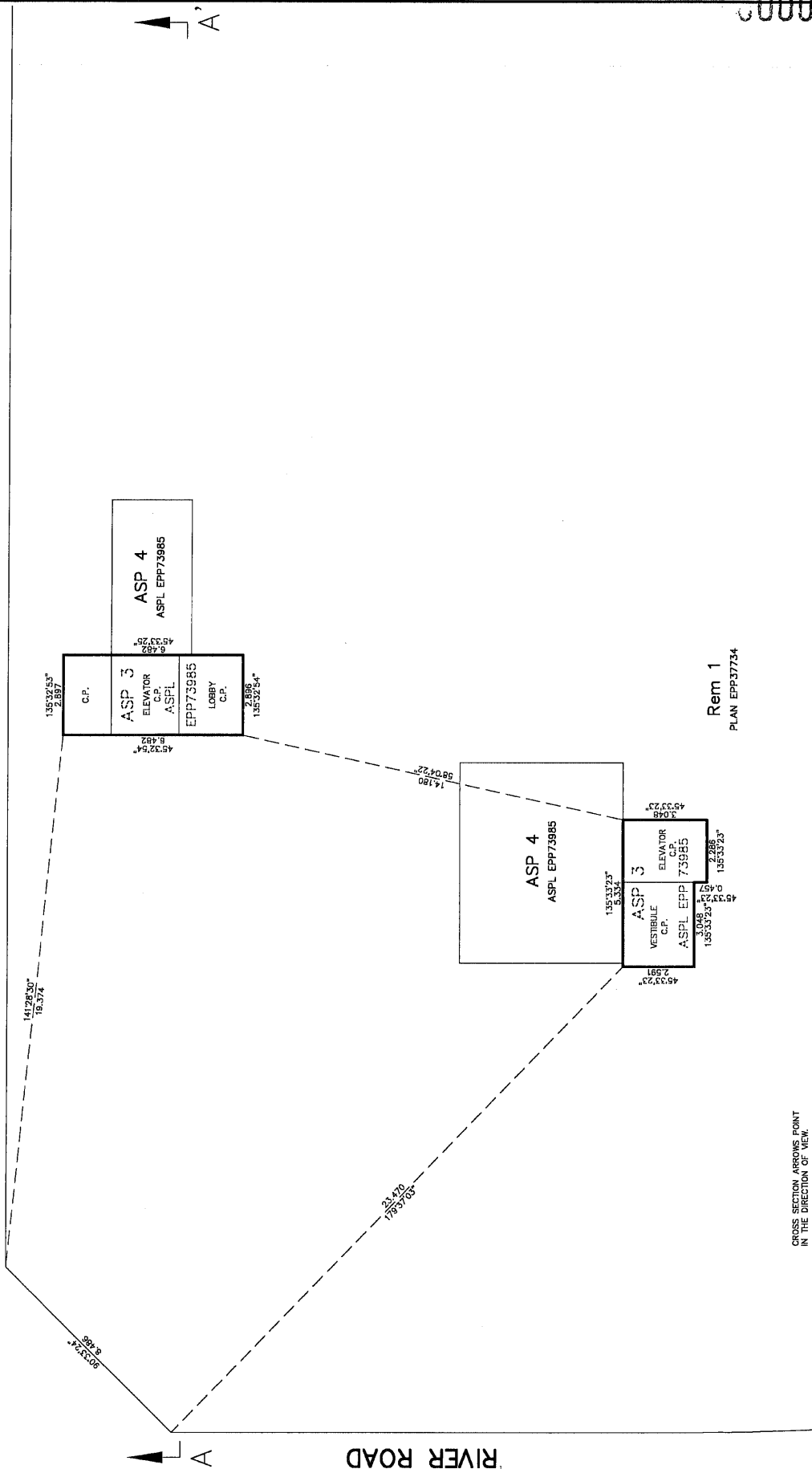


STRATA PLAN EPS5802

SHEET 6 OF 10 SHEETS

WEST ROAD

RIVER ROAD



CROSS SECTION ARROWS POINT IN THE DIRECTION OF VIEW.

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
420 - 11100 MIDLAND AVE
RICHMOND, B.C. V7A 5H7
PH: 604.270.9331
FAX: 604.270.4137
CAD FILE: 16907-12-STRATA-ASP 3.DWG
R-19-16907-12-STRATA-ASP 3

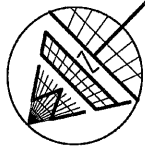
JOSE L. COELHO, BOLS 750
8th DAY OF APRIL, 2019

000013

LEVEL 5



THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:100

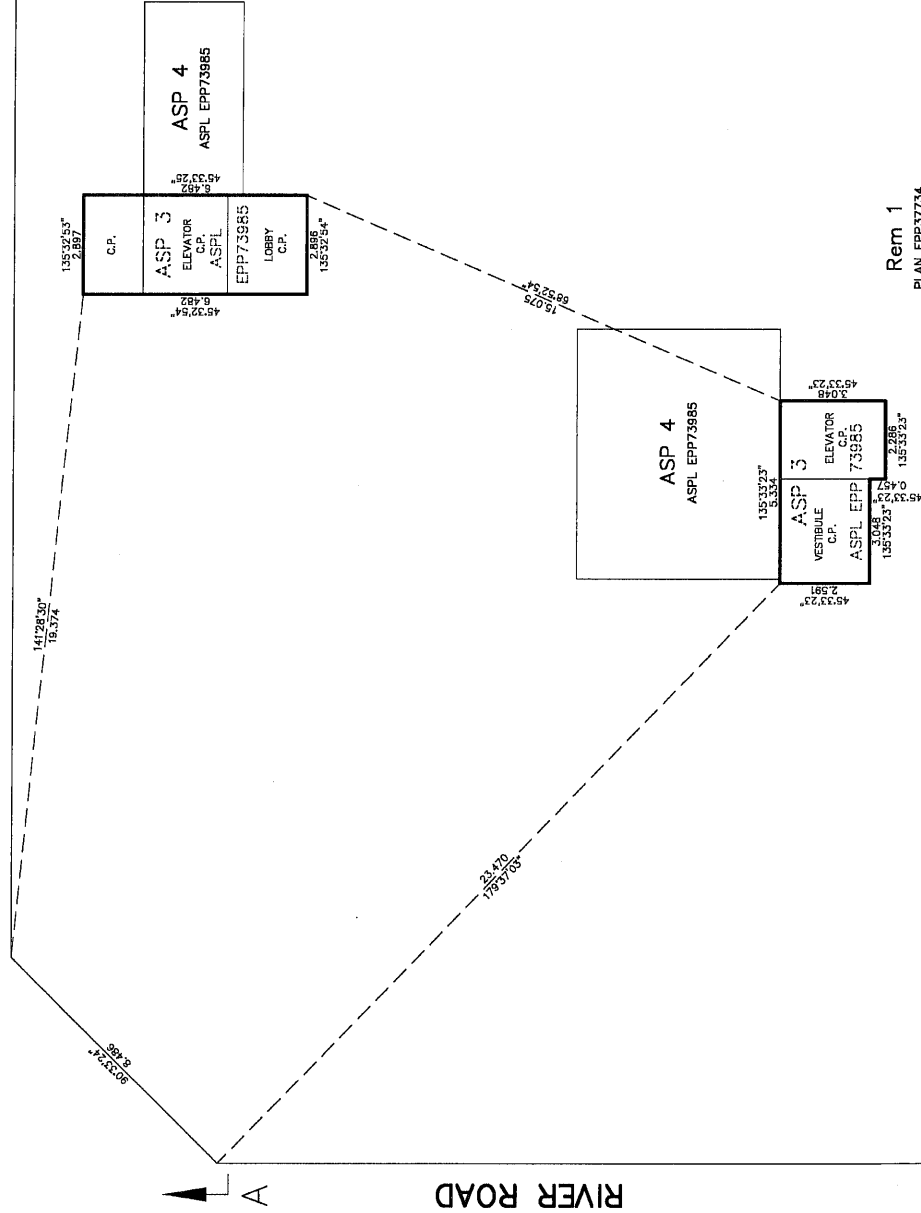


SHEET 7 OF 10 SHEETS

STRATA PLAN EPS5802

WEST ROAD

RIVER ROAD



Rem 1
PLAN EPP37734

CROSS SECTION ARROWS POINT
IN THE DIRECTION OF VIEW.

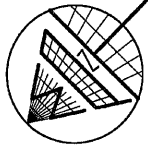
MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
4200 11100 WINDERMERE WAY
RICHMOND, B.C. V7A 5H7
PH: 604.270.6331
FAX: 604.270.4137
CAD: 11100 WINDERMERE WAY
CANADA V7A 5H7

R-19-16807-12-STRATA-ASP 3

JOSE L. COELHO, B.S. 756
8th DAY OF APRIL, 2019

LEVEL 6

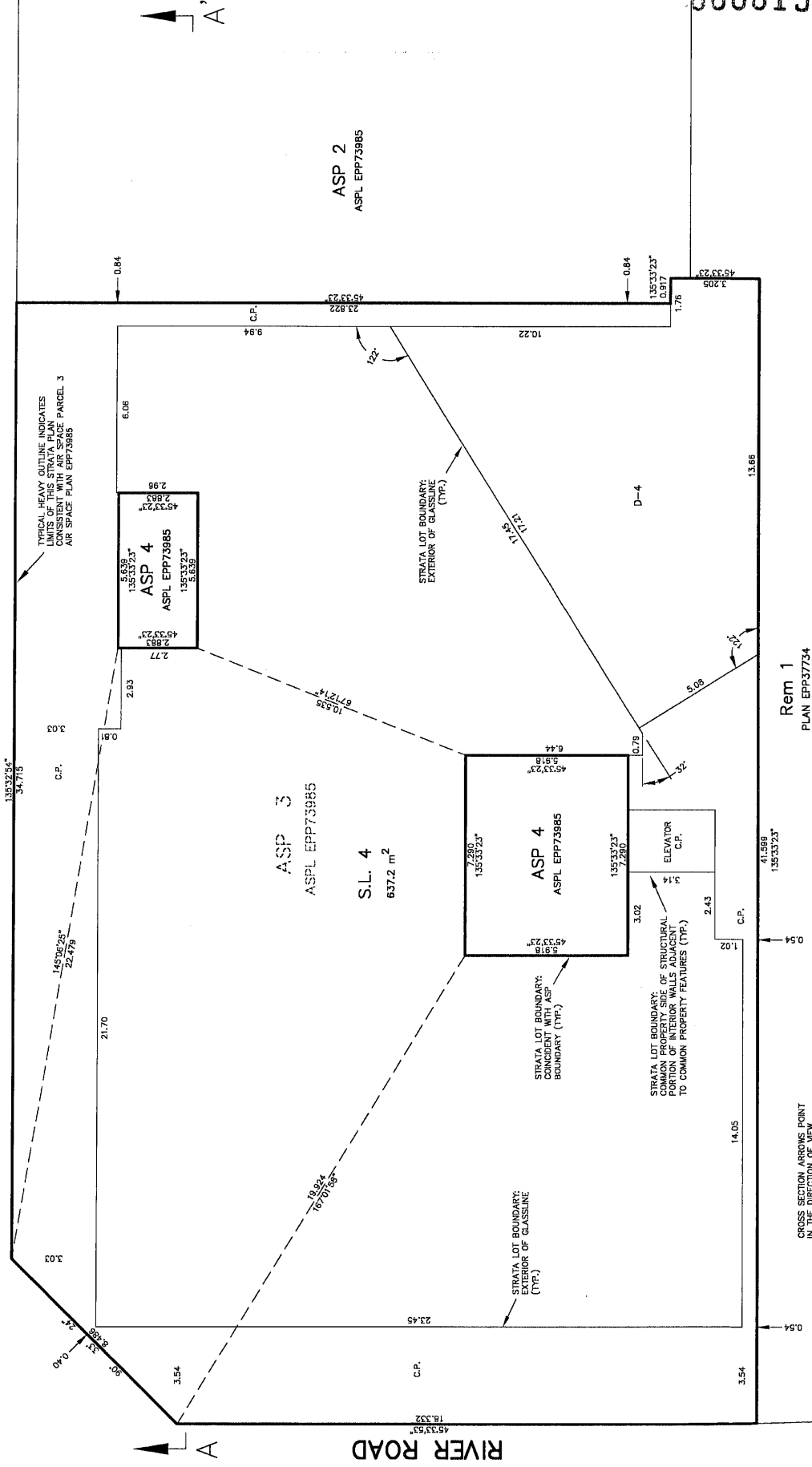
2 0 2 4 6
THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:100



SHEET 8 OF 10 SHEETS
STRATA PLAN EPS5802

WEST ROAD

RIVER ROAD



CROSS SECTION ARROWS POINT
IN THE DIRECTION OF VIEW.

WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY
DIMENSIONS TO:

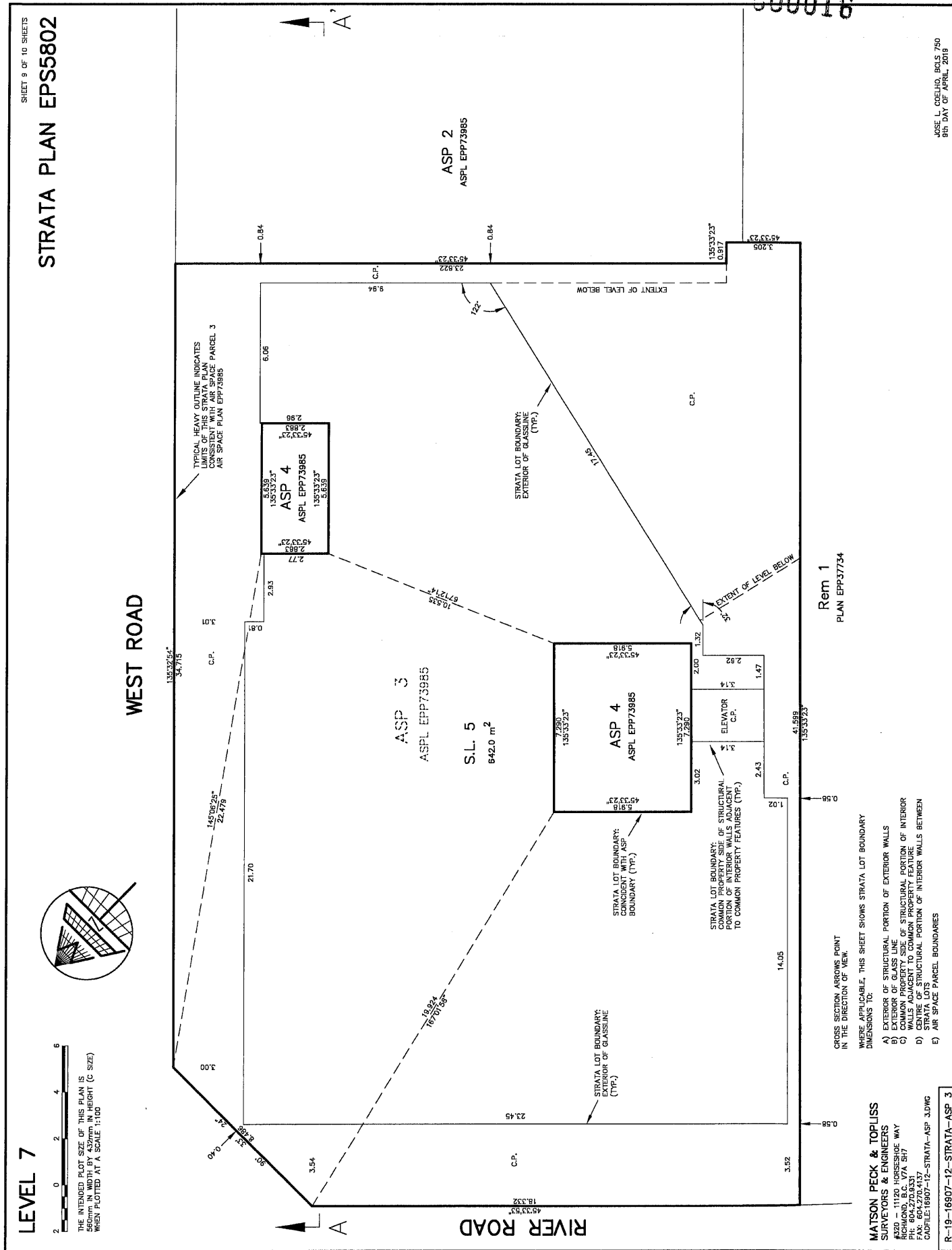
- A) EXTERIOR OF STRUCTURAL PORTION OF EXTERIOR WALLS
- B) COMMON PROPERTY SIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
- C) COMMON PROPERTY SIDE OF STRUCTURAL PORTION OF INTERIOR WALLS
- D) CENTRE OF STRUCTURAL PORTION OF INTERIOR WALLS
- E) AIR SPACE PARCEL BOUNDARIES

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#202-11720 HORSFORD WAY
SUITE 100
VANCOUVER, BC V6V 2G7
PH: 604.270.6331
FAX: 604.270.4137
CAPTIVE: 16907-12-STRATA-ASP 3

LIMITED COMMON PROPERTY (LCP) HEIGHT DELIMITER STATEMENT:
ALL LCP DECK AREAS ARE DEFINED AS TO HEIGHT BY THE
CENTERLINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSIONS,
OR WHERE THERE IS NO FLOOR/CEILING ABOVE, BY A HEIGHT
OF 3 m ABOVE THE CEILING BELOW THE LCP AREA

Rem 1
PLAN EPP37734

JOSE L. GARCIA, P.E. 790
8th DAY OF APRIL 2019



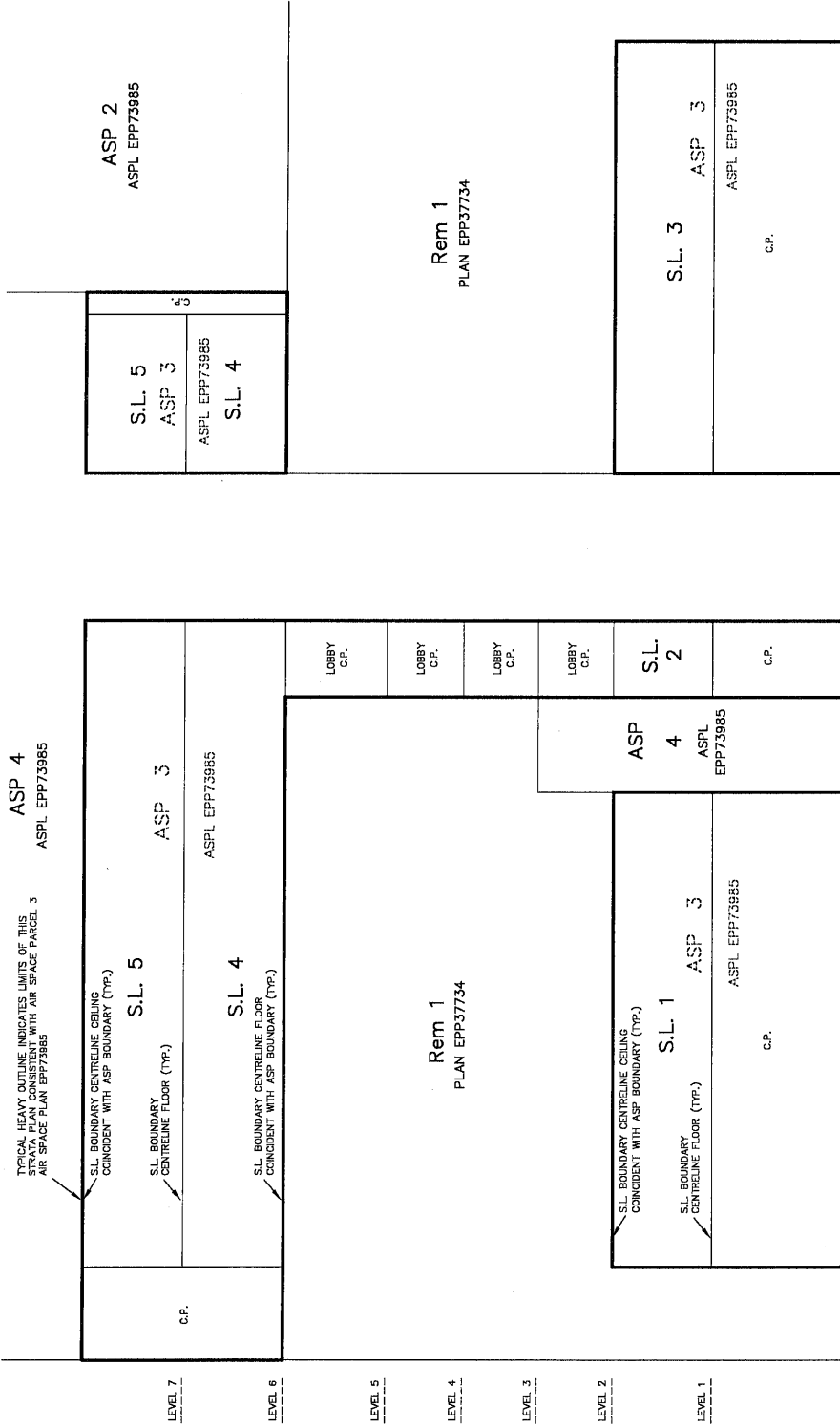
CROSS SECTION A-A'



THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:125

SHEET 10 OF 10 SHEETS

STRATA PLAN EPS5802



Rem 1
PLAN EPP37734

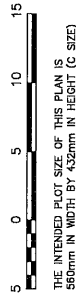
MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#200 - 11120 HURSTVIEW WAY
RICHMOND, B.C. V7A 5H7
PH: 604.270.8331
FAX: 604.270.4117
CAD FILE: 19007-12-STRATA-ASP 3.DWG

R-19-16907-12-STRATA-ASP 3

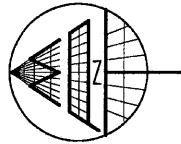
JOSE L. COELHO, BCLS 7560
8th DAY OF APRIL, 2019

000017

STRATA PLAN OF AIR SPACE PARCEL 4
SECTION 21 BLOCK 5 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT AIR SPACE PLAN EPP73985
BCGS 92G.015



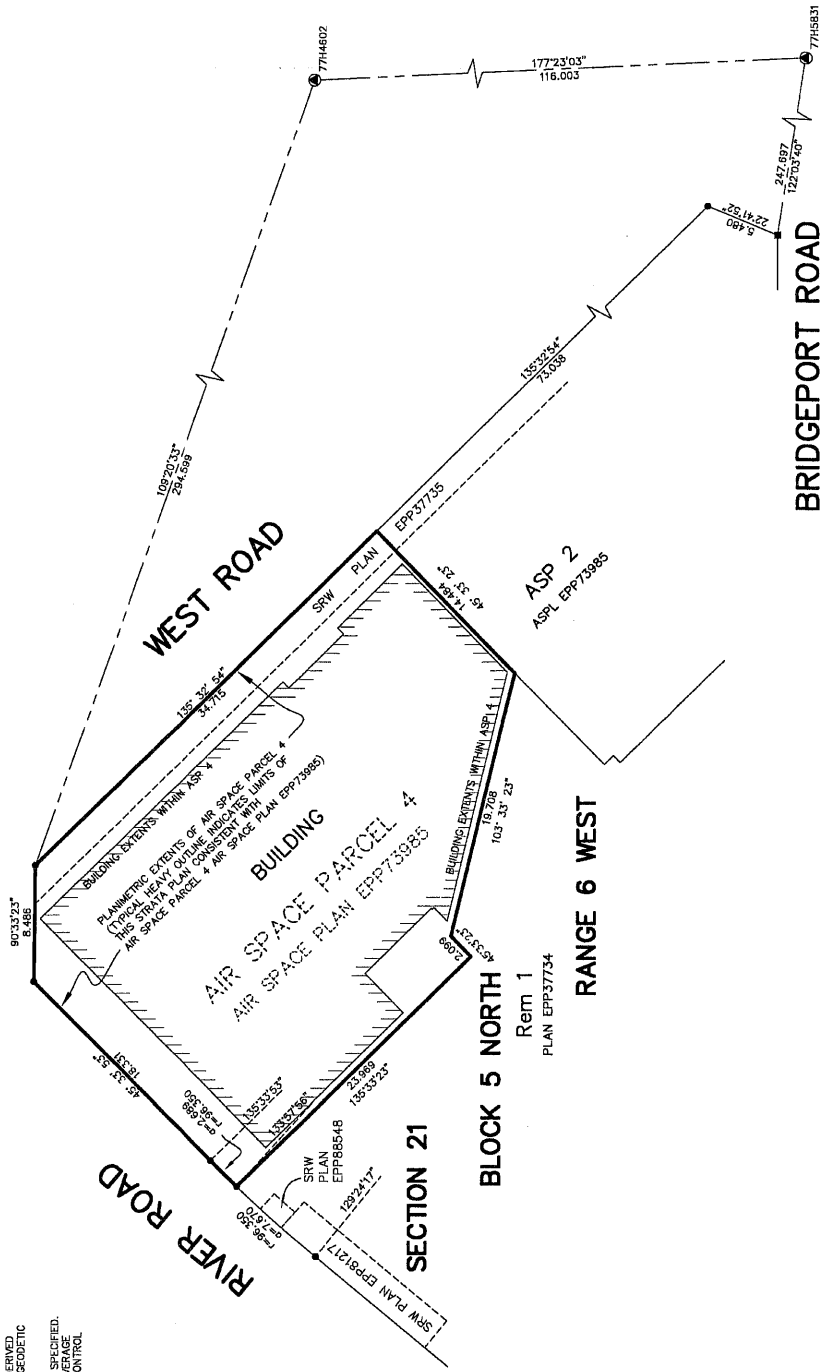
INTEGRATED SURVEY AREA NO. 15, CITY OF RICHMOND, NAD83 (CSRS) 4.0.0.BC1.GVRD
GRID BEARINGS ARE DERIVED FROM CONVENTIONAL TIES TO GEODETIC CONTROL MONUMENTS 77H4602 AND 77H5831 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF THE ZONE 10.
COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE DATUM PUBLISHED CONVENTIONAL MONUMENTS AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS 77H4602 AND 77H5831.
THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9998038 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS 77H4602 AND 77H5831.



TABLET MARKING	NAD83(CSRS)4.0.0.BC1.GVRD UTM ZONE 10 COORDINATES	COMBINED FACTOR	ABSOLUTE ACCURACY
77H4602	NORTHING 5448900.987 EASTING 490684.735	0.9998038	0.018
77H5831	NORTHING 5448885.131 EASTING 490670.027	0.9998038	0.017

NAME OF DEVELOPMENT:
INTERNATIONAL TRADE CENTRE
NORTH TOWER

CIVIC ADDRESS:
8400 WEST ROAD
RICHMOND, B.C.



LEGEND

- INDICATES CONTROL MONUMENT FOUND
- INDICATES STANDARD IRON POST FOUND
- INDICATES LEAD PLUG FOUND
- OFFSET POSTS AND PLUGS ARE ON PRODUCTION OF PROPERTY UNLESS INDICATED OTHERWISE.
- m² INDICATES SQUARE METRES
- ASP INDICATES AIR SPACE PARCEL
- ASPL INDICATES AIR SPACE PLAN
- C.P. INDICATES COMMON PROPERTY
 S.L. |- INDICATES STRATA LOT
- TY. INDICATES TYPICAL
- ELEC INDICATES ELECTRICAL ROOM/CLOSET - C.P.
- W INDICATES MECHANICAL - C.P.
- D INDICATES DECK

ALL ANGLES OF BUILDING WALLS ARE COMPONENTS OF 45° UNLESS NOTED OTHERWISE.
THE BUILDING IN THIS STRATA PLAN HAS NOT BEEN PREVIOUSLY OCCUPIED.
THE BUILDING SHOWN HEREON IS WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN.
DECKS ARE LIMITED COMMON PROPERTY FOR THE USE OF THE STRATA LOT INDICATED (EX. D-4).
ALL IMPROVEMENTS SHOWN ARE SOME FORM OF COMMON PROPERTY UNLESS INDICATED AS PART OF STRATA LOT.

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
100 HURSTVILLE WAY
RICHMOND, B.C. V6X 2B7
PH: 604.270.6331
FAX: 604.270.4137
CAD FILE: 16807-15-STRATA-ASP 4.DWG

R-19-16807-15-STRATA-ASP 4

000018

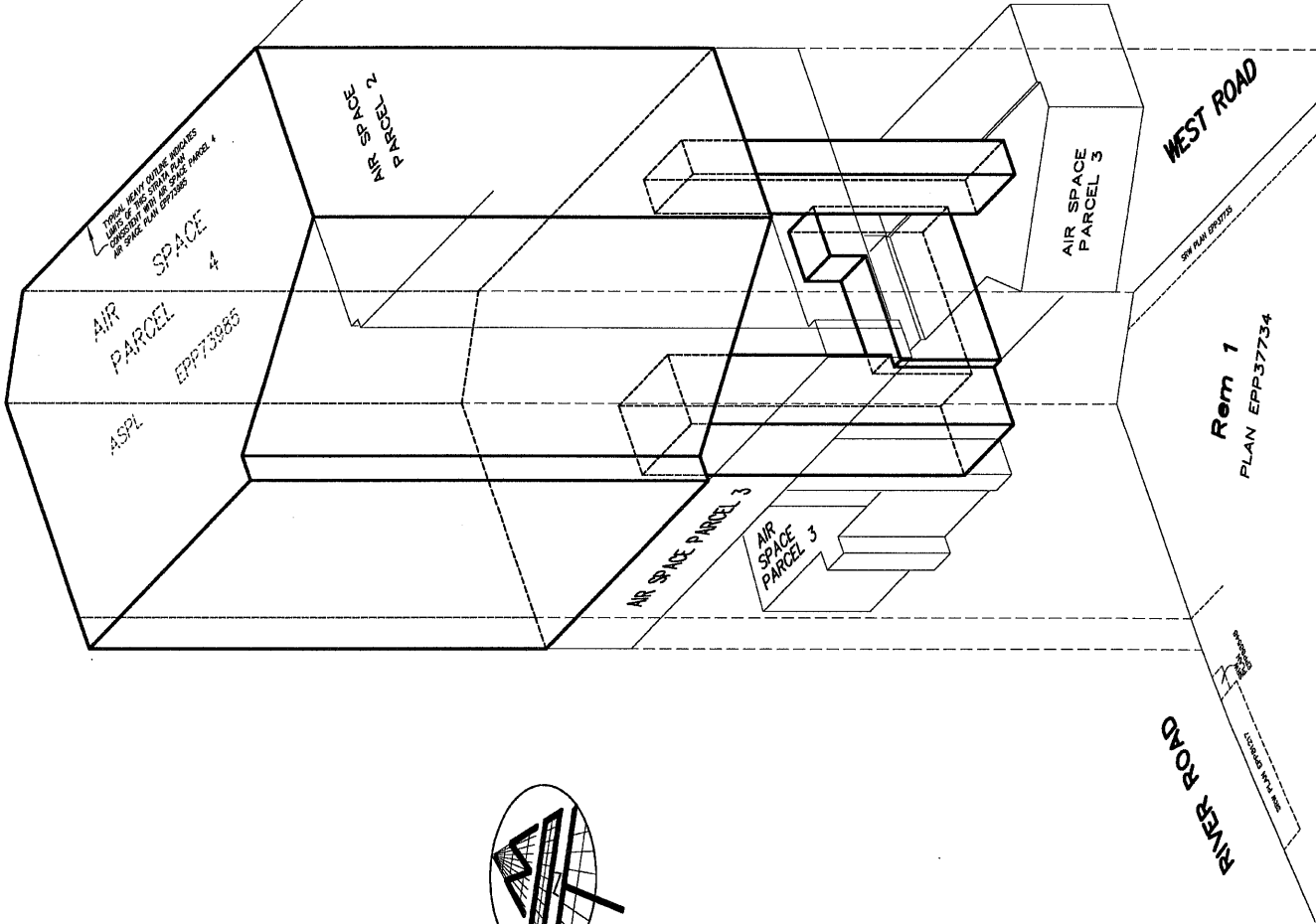
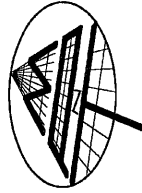
THIS PLAN LIES WITHIN THE CITY OF RICHMOND.
THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 15TH DAY OF APRIL, 2019
JOSE L. COLLADO, B.C.L.S. 750

ISOMETRIC



THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:250



Rem 1
PLAN EPP37734

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
829-11131 HURSTWAY
RICHMOND, B.C. V7A 5H7
PH: 604.270.9331
CAX: 604.270.4137
CAD FILE: 16907-15-STRATA-ASP 4.DWG

R-19-16907-15-STRATA-ASP 4

STRATA PLAN EPS5803

SHEET 2 OF 10 SHEETS

THREE HEAVY DUTY BRACKETS
LARGE 2" DIA. HOLES FOR ONE PARCEL 4
AIR SPACE PLAN EPS5803

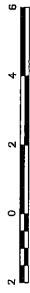
WEST ROAD

RIVER ROAD

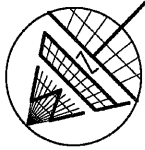
JOSE L. GONZALEZ, B.S.L.S. 750
8TH DAY OF APRIL 2019

000019

LEVEL 1



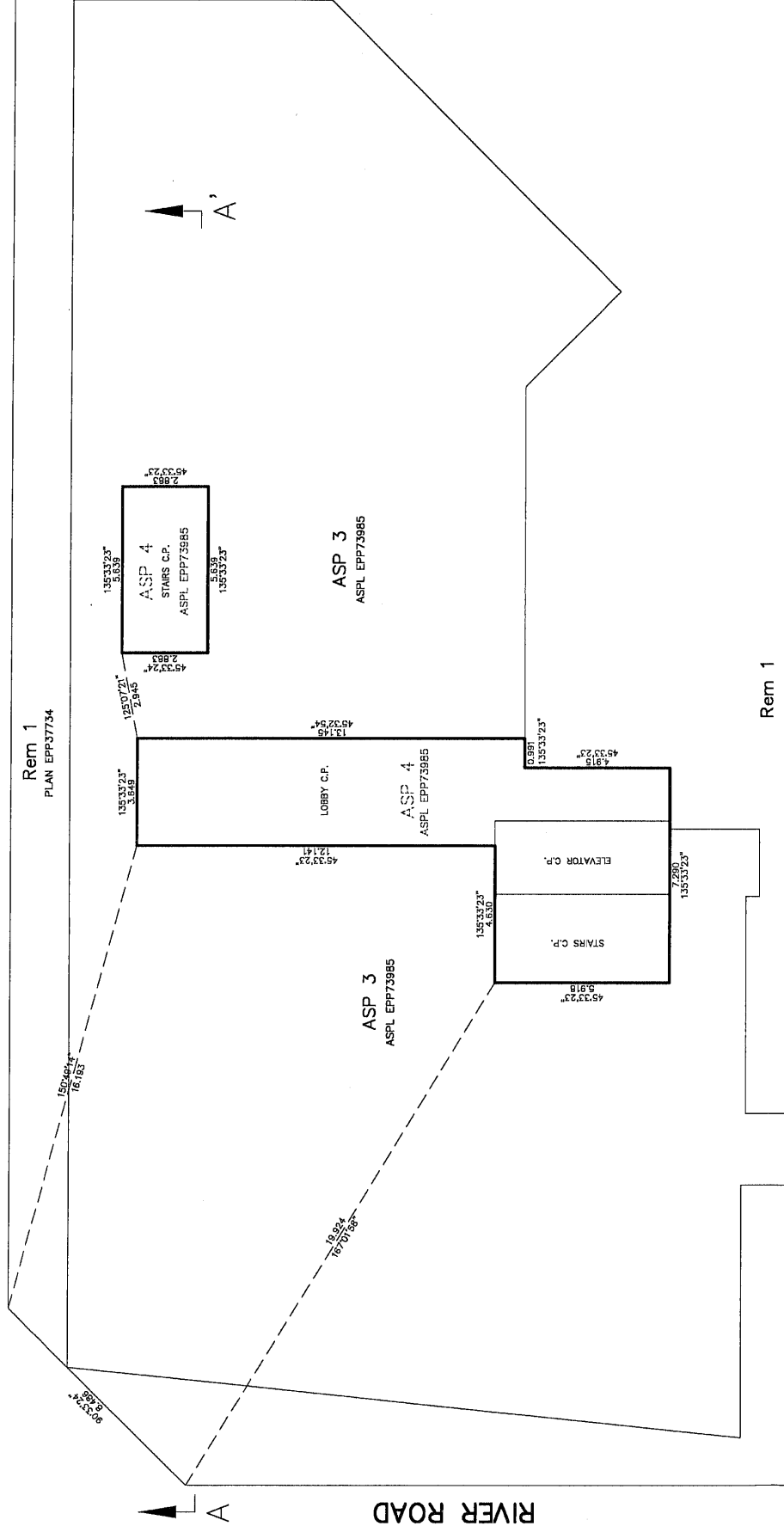
THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:100



SHEET 3 OF 16 SHEETS

STRATA PLAN EPS5803

WEST ROAD



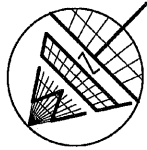
MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
2005-11-15-16
8024 MONROE HIGHWAY
PH: 604.270.9331
FAX: 604.270.4137
CADFILE: 16907-15-STRATA-ASP 4.DWG

R-19-16907-15-STRATA-ASP 4

LEVEL 2



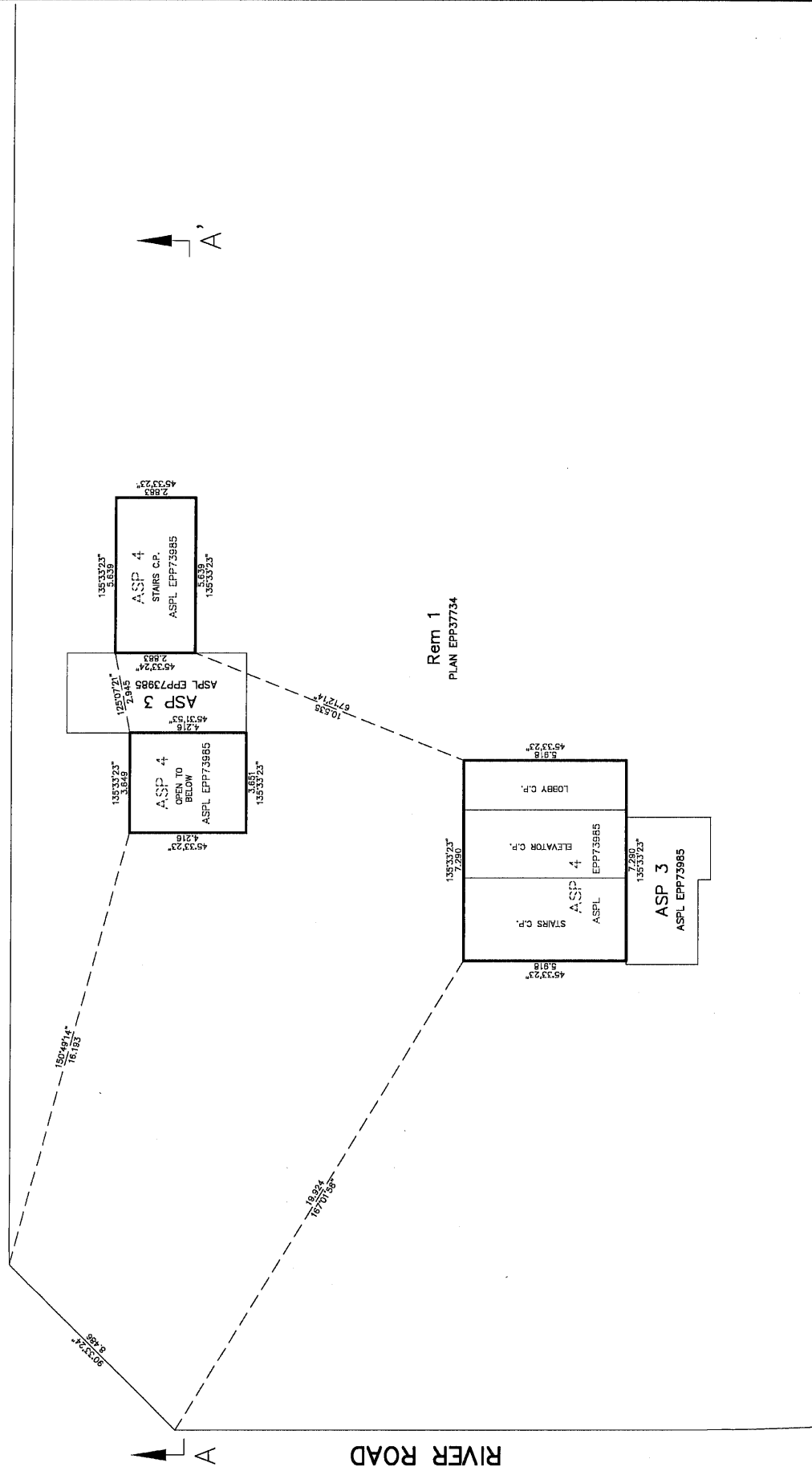
THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:100



SHEET 4 OF 16 SHEETS

STRATA PLAN EPS5803

WEST ROAD



MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
1000 WEST 10TH AVENUE
RICHMOND, B.C. V7Y 1B7
PH: 604.270.9331
FAX: 604.270.4137
CAD FILE: 16907-15-STRATA-ASP 4.DWG

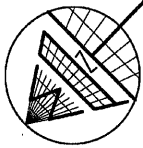
R-19-16907-15-STRATA-ASP 4

JOSE L. GOSLING, B.S. 750
9th DAY OF APRIL, 2018

LEVEL 3



THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:100

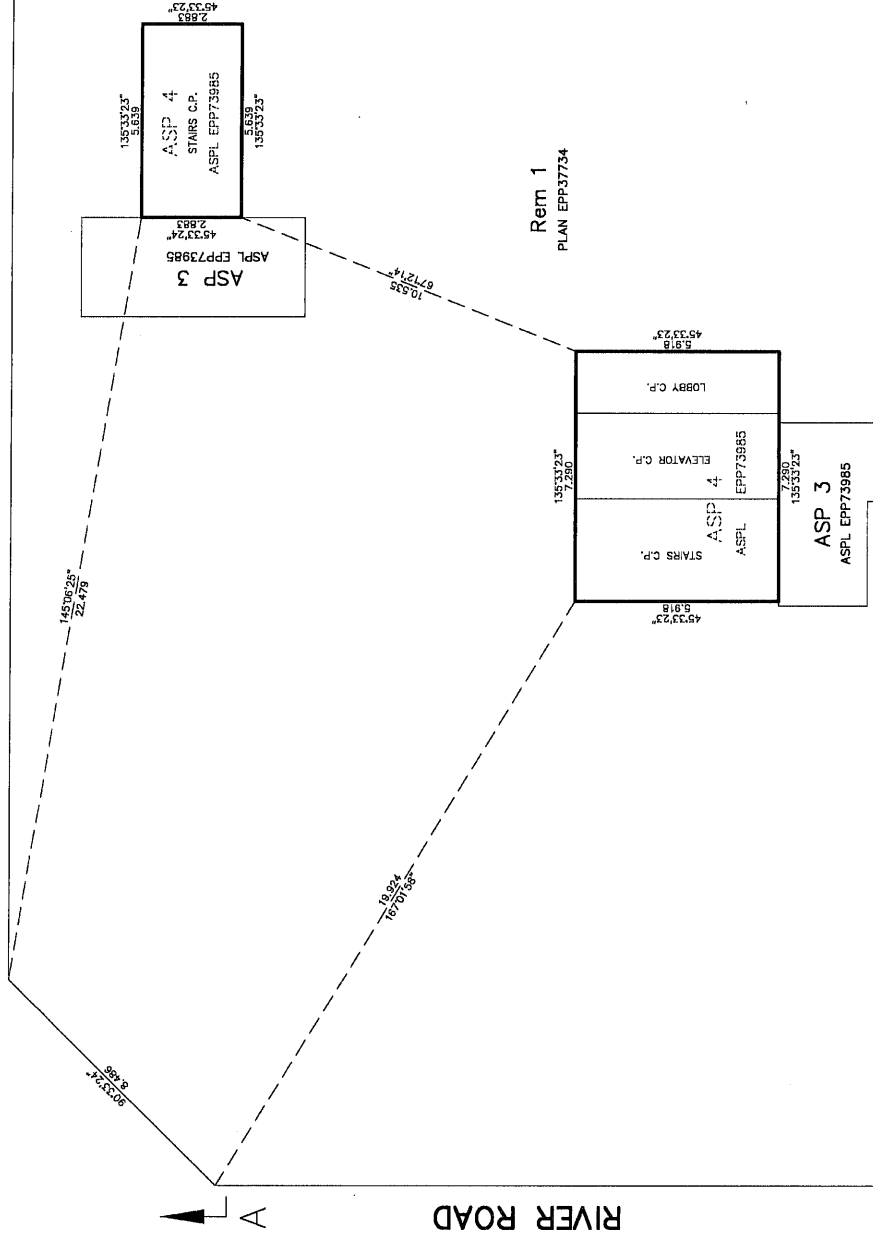


SHEET 5 OF 18 SHEETS

STRATA PLAN EPS5803

WEST ROAD

RIVER ROAD

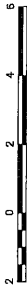


MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
10001 11TH STREET
RICHMOND, BC V6V 1K7
PH: 604.270.6331
FAX: 604.270.4137
CADFILE: 16807-15-STRATA-ASP 4.DWG

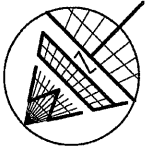
R-19-16807-15-STRATA-ASP 4

JOSE L. COELHO, BOLS 790
9th DAY OF APRIL 2018

LEVEL 4



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:100

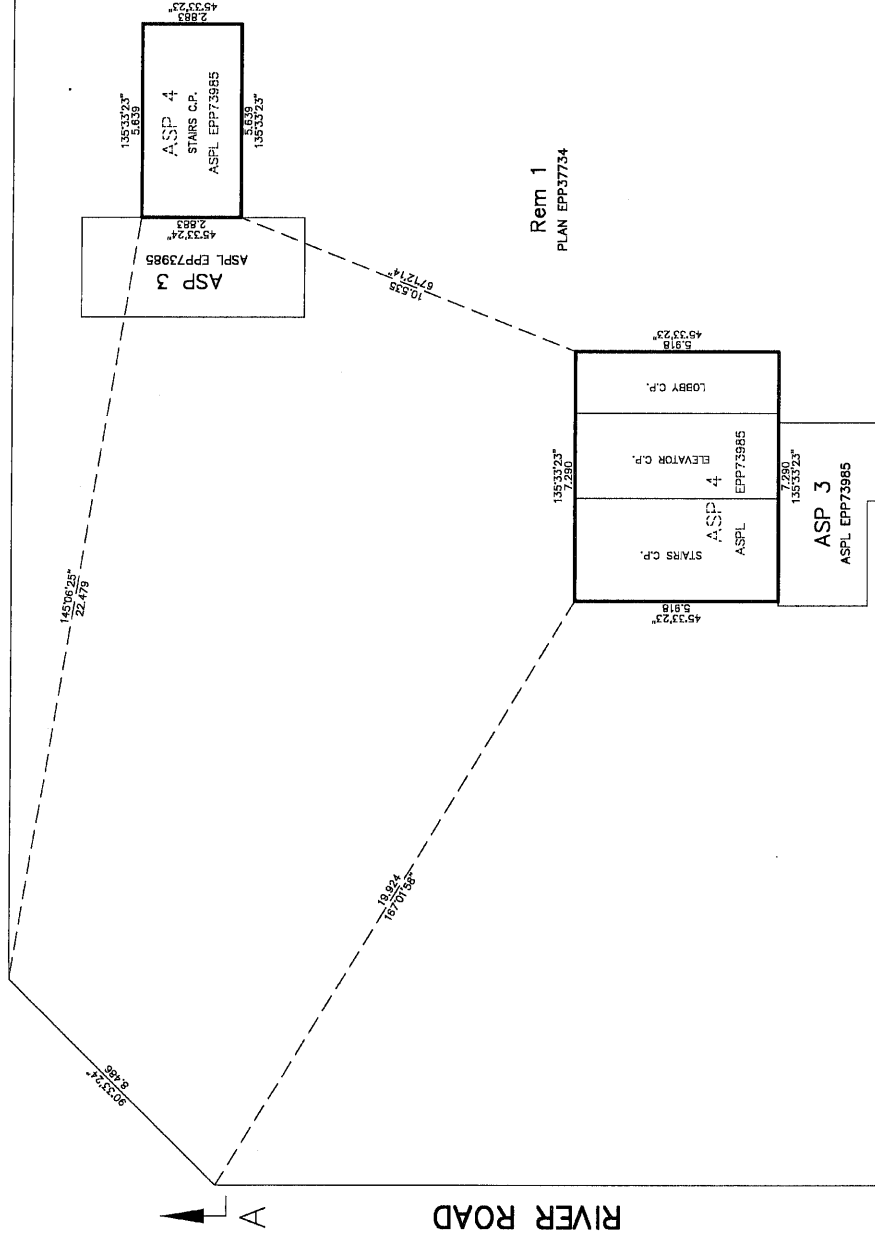


SHEET 6 OF 16 SHEETS

STRATA PLAN EPS5803

WEST ROAD

RIVER ROAD

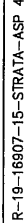


MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
1000 10TH AVENUE
RICHMOND, B.C. V7Y 1E7
PH: 604.270.6331
FAX: 604.270.4137
CADFILE: 16807-15-STRATA-ASP 4.DWG

R-19-16807-15-STRATA-ASP 4

USE L. C. 110, B.S. 750
9th DAY OF APRIL 2019

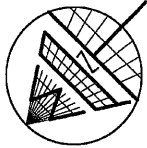
000023



LEVEL 6



THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:100

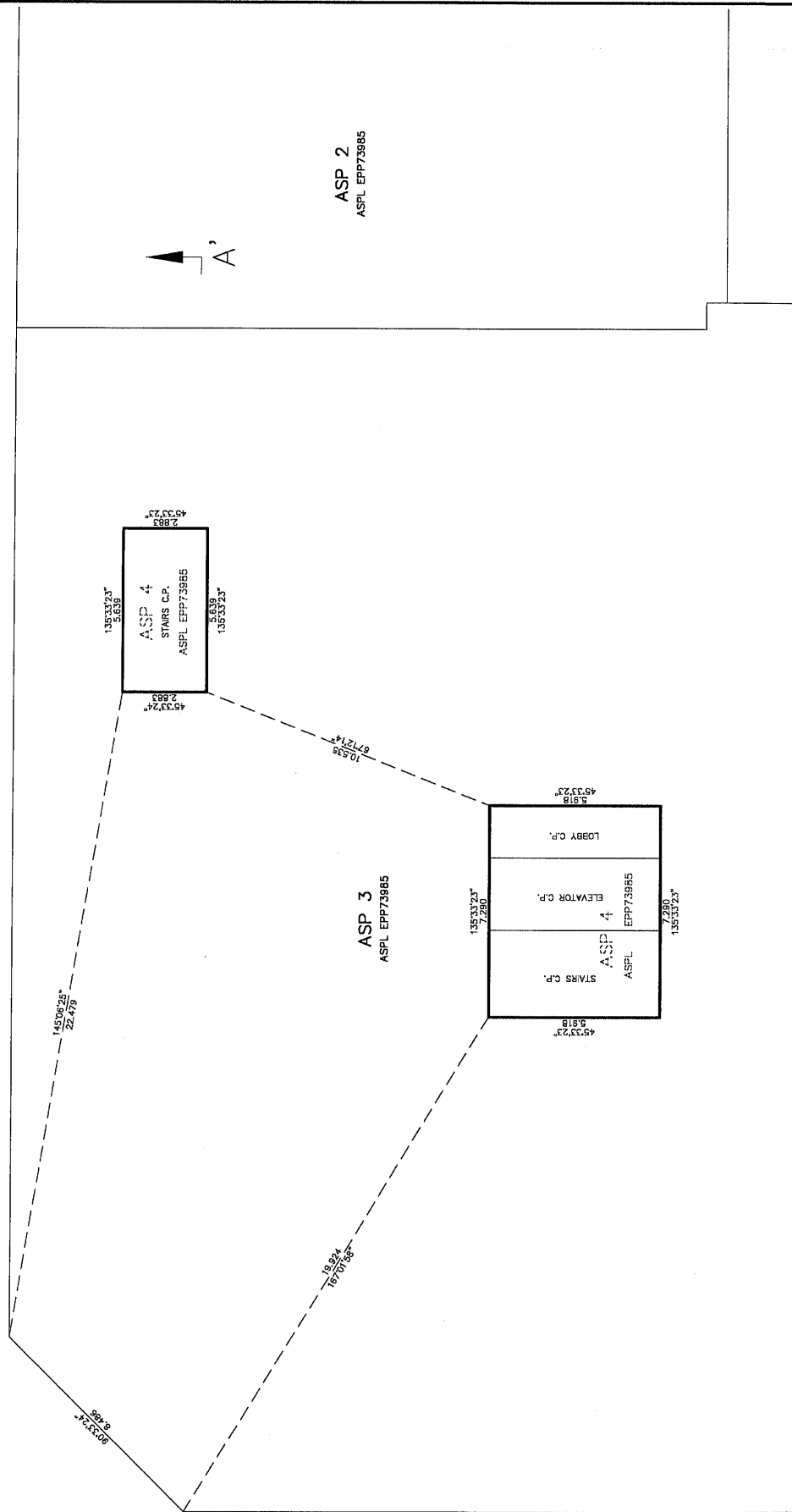


SHEET 6 OF 16 SHEETS

STRATA PLAN EPS5803

WEST ROAD

RIVER ROAD



ASP 2
ASPL EPP73985

ASP 3
ASPL EPP73985

Rem 1
PLAN EPP37734

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#3201 - 1120 HURSTIDE WAY
VICTORIA, B.C. V8N 1Y4 CAN
PH: 604.270.9331
FAX: 604.270.4137
CADFILE: 16907-15-STRATA-ASP 4.DWG

R-19-16907-15-STRATA-ASP 4

JOSE L. COELHO, BCL 750
9th DAY OF APRIL 2019

000025

SHEET 9 OF 16 SHEETS

STRATA PLAN EPS5803



THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:100

WEST ROAD



RIVER ROAD

ASP 2
ASPL EPP73985

ASP 4
STAIRS C.P.
ASPL EPP73985

ASP 3
ASPL EPP73985

5.918	45.33'23"	STAIRS C.P.	TEST A C T	5985 ELEVATOR C.P.	LOBBY C.P.	45.33'23"	5.918
-------	-----------	-------------	---------------------	-----------------------	------------	-----------	-------

Rem 1
PLAN EPP37734

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#320 - 11120 HORSESHOE WAY
RICHMOND, B.C. V7A 5H7
PH: 604.270.9331
FAX: 604.270.4137
CADFILE: 16907-15-STRATA-ASP 4.DWG

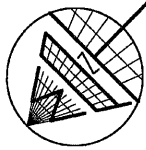
R-19-16907-15-STRATA-ASP 4

JOSE L. COELHO, BCLS 750
9th DAY OF APRIL, 2019

LEVEL 8



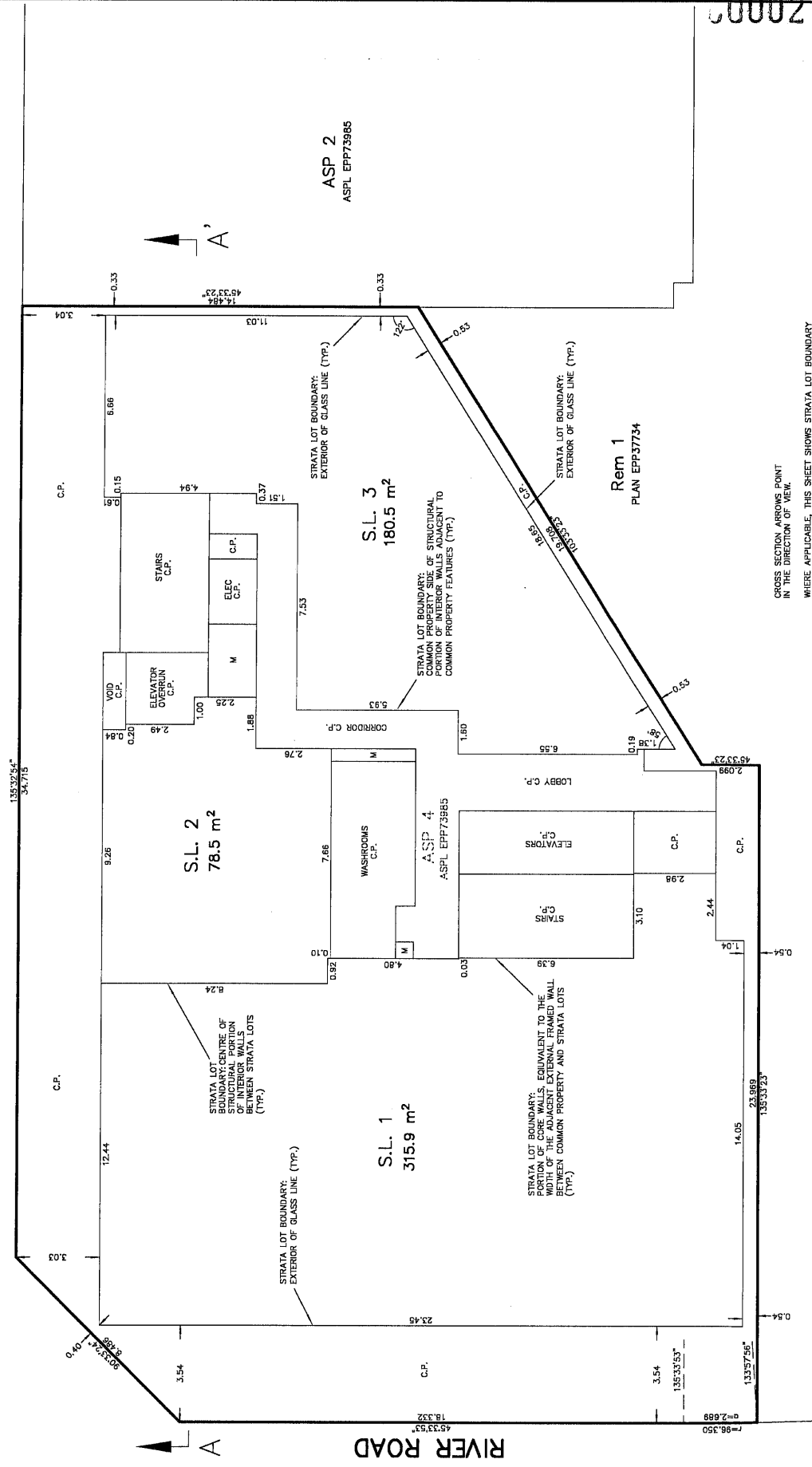
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:100



SHEET 10 OF 16 SHEETS

STRATA PLAN EPS5803

WEST ROAD



- CROSS SECTION ARROWS POINT IN THE DIRECTION OF VIEW.
- WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY DIMENSIONS TO:
- A) EXTERIOR OF STRUCTURAL PORTION OF EXTERIOR WALLS
 - B) EXTERIOR OF GLASS LINE
 - C) EXTERIOR OF PORTION OF STRUCTURAL PORTION OF INTERIOR WALLS ADJACENT TO COMMON PROPERTY FEATURE
 - D) PORTION OF CORE WALLS, EQUIVALENT TO THE WIDTH OF THE ADJACENT EXTERNAL FRAMED WALL BETWEEN COMMON PROPERTY AND STRATA LOTS
 - E) CENTRELINE OF STRUCTURAL PORTION OF INTERIOR WALLS BETWEEN STRATA LOTS

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#2201-11120 HORSeshOE WAY
VANCOUVER, BC V6V 2B7
PH: 604.270.4331
FAX: 604.270.4137
CAD FILE: 16907-15-STRATA-ASP 4.DWG

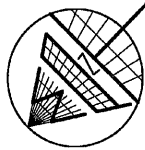
R-19-16907-15-STRATA-ASP 4

JOSE L. COELHO, BCLS 750
9th DAY OF APRIL, 2019

LEVEL 9



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:100

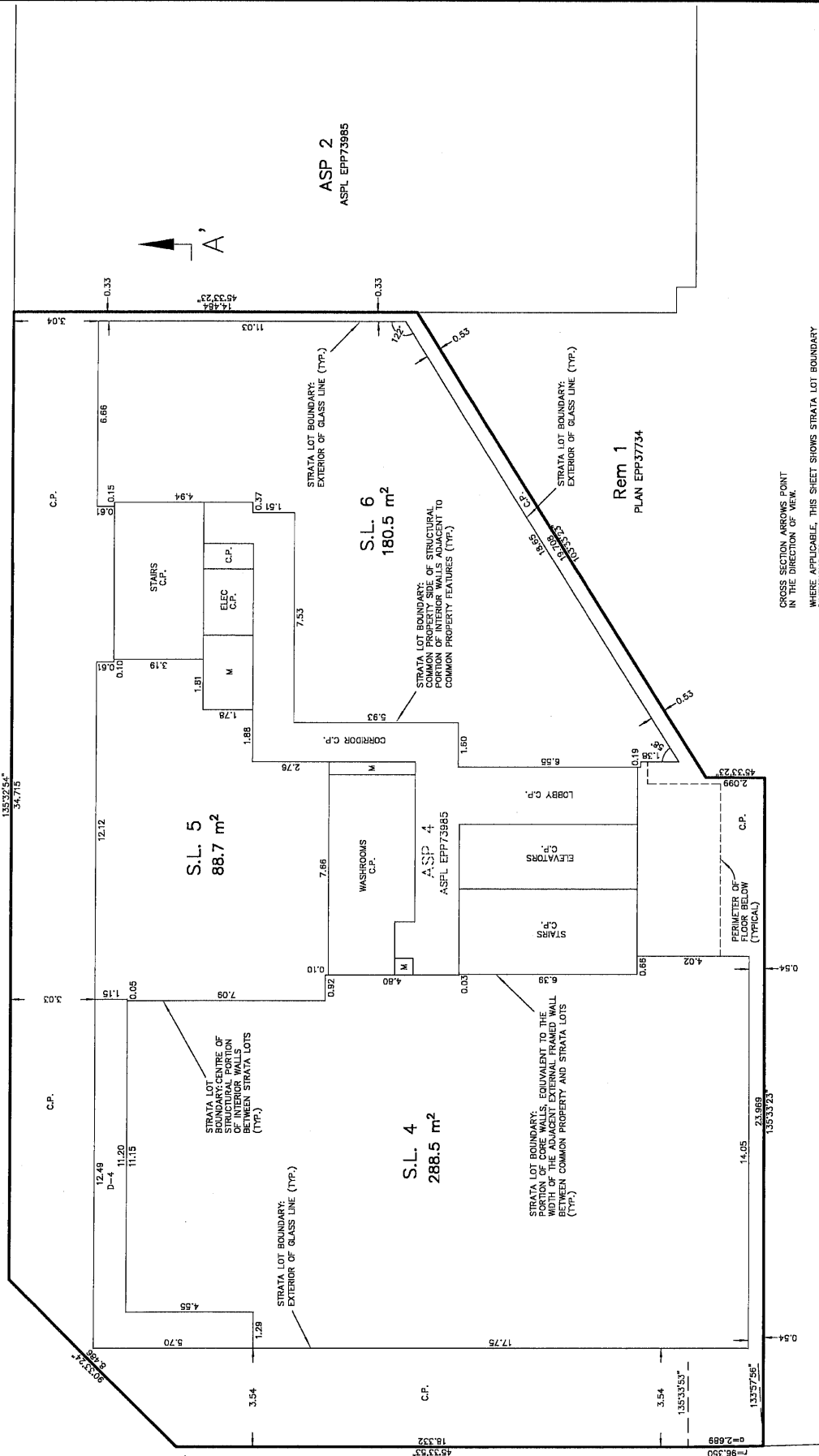


WEST ROAD

RIVER ROAD

STRATA PLAN EPS5803

SHEET 11 OF 16 SHEETS



MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#220 - 11120 HORSeshOE WAY
VANCOUVER, BC V6V 2G7
PH: 604.270.9331
FAX: 604.270.4137
CAD FILE: 19907-15-STRATA-ASP 4.DWG

R-19-16907-15-STRATA-ASP 4

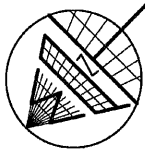
CROSS SECTION ARROWS POINT IN THE DIRECTION OF VIEW.
WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY DIMENSIONS TO:
A) EXTERIOR OF STRUCTURAL PORTION OF EXTERIOR WALLS
B) EXTERIOR OF GLASS LINE OF STRUCTURAL PORTION OF INTERIOR WALLS
C) WALLS ADJACENT TO COMMON PROPERTY FEATURE
D) PORTION OF CORE WALLS, EQUIVALENT TO THE WIDTH OF THE ADJACENT EXTERNAL FRAMED WALL BETWEEN COMMON PROPERTY AND STRATA LOTS
E) CENTRELINE OF STRUCTURAL PORTION OF INTERIOR WALLS BETWEEN STRATA LOTS.

JOSE L. COELHO, BOLS 750
9th DAY OF APRIL 2019

000028

LEVEL 10

THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:100

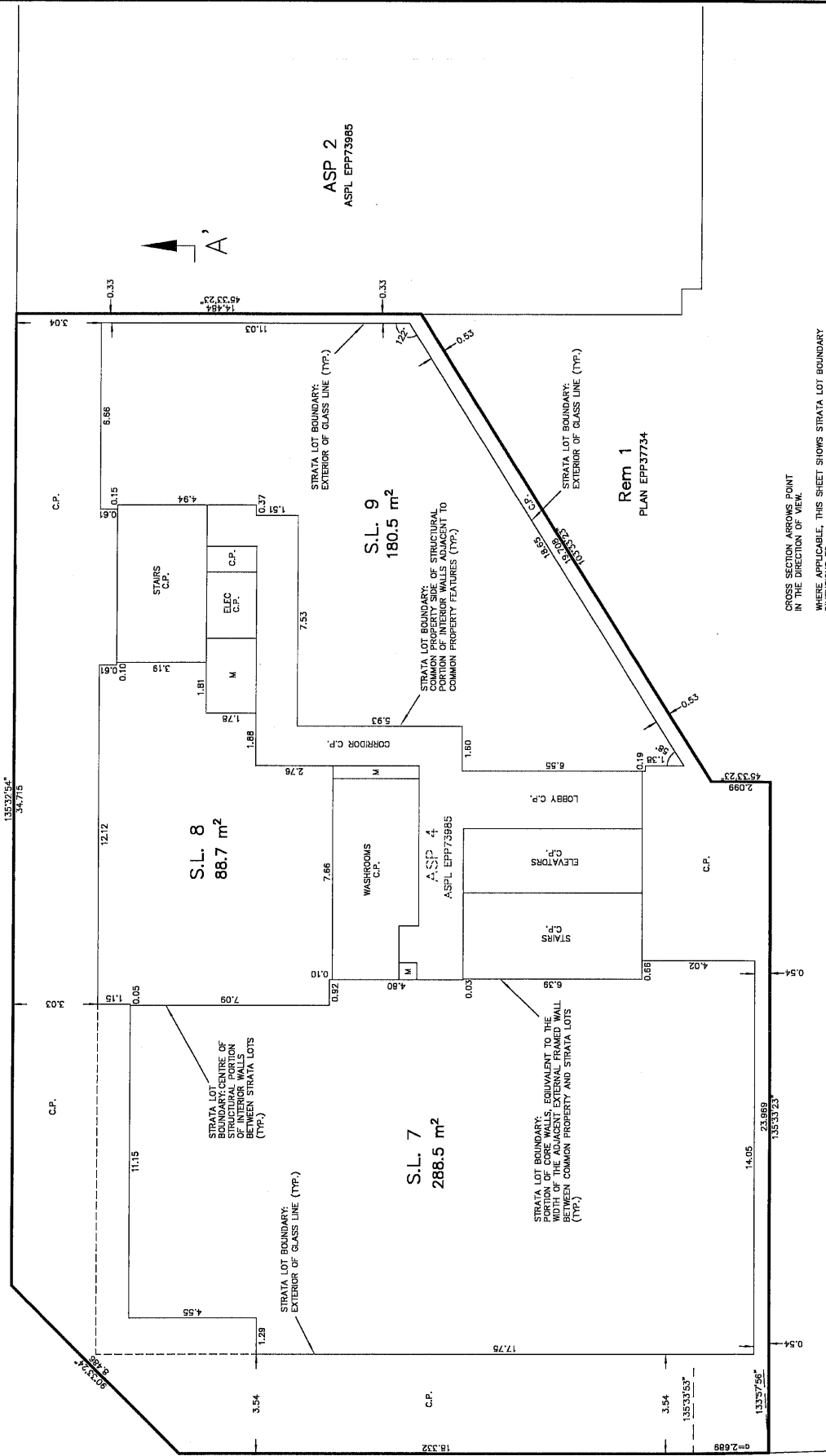


STRATA PLAN EPS5803

SHEET 12 OF 16 SHEETS

WEST ROAD

RIVER ROAD



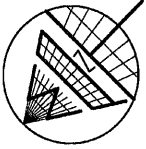
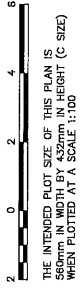
MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
1120 HORSESHOE WAY
SUITE 100
VANCOUVER, BC V6L 3H7
PH: 604.270.6331
FAX: 604.270.4137
CADFILE: 16907-15-STRATA-ASP 4.DWG

R-19-16907-15-STRATA-ASP 4

- CROSS SECTION ARROWS POINT IN THE DIRECTION OF VIEW.
WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY DIMENSIONS TO:
- A) EXTERIOR OF STRUCTURAL PORTION OF EXTERIOR WALLS OF COMMON PROPERTY
 - B) EXTERIOR OF COMMON PROPERTY SIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS ADJACENT TO COMMON PROPERTY FEATURE
 - C) PORTION OF CORE WALLS, EQUIVALENT TO THE WIDTH OF THE COMMON EXTERNAL FRAMED WALL BETWEEN COMMON PROPERTY AND STRATA LOT
 - D) CENTRELINE OF STRUCTURAL PORTION OF EXTERIOR WALLS BETWEEN STRATA LOTS

JOSE L. COELHO, BOLS 750
SINCE 1ST OF APRIL 2019

LEVEL 12

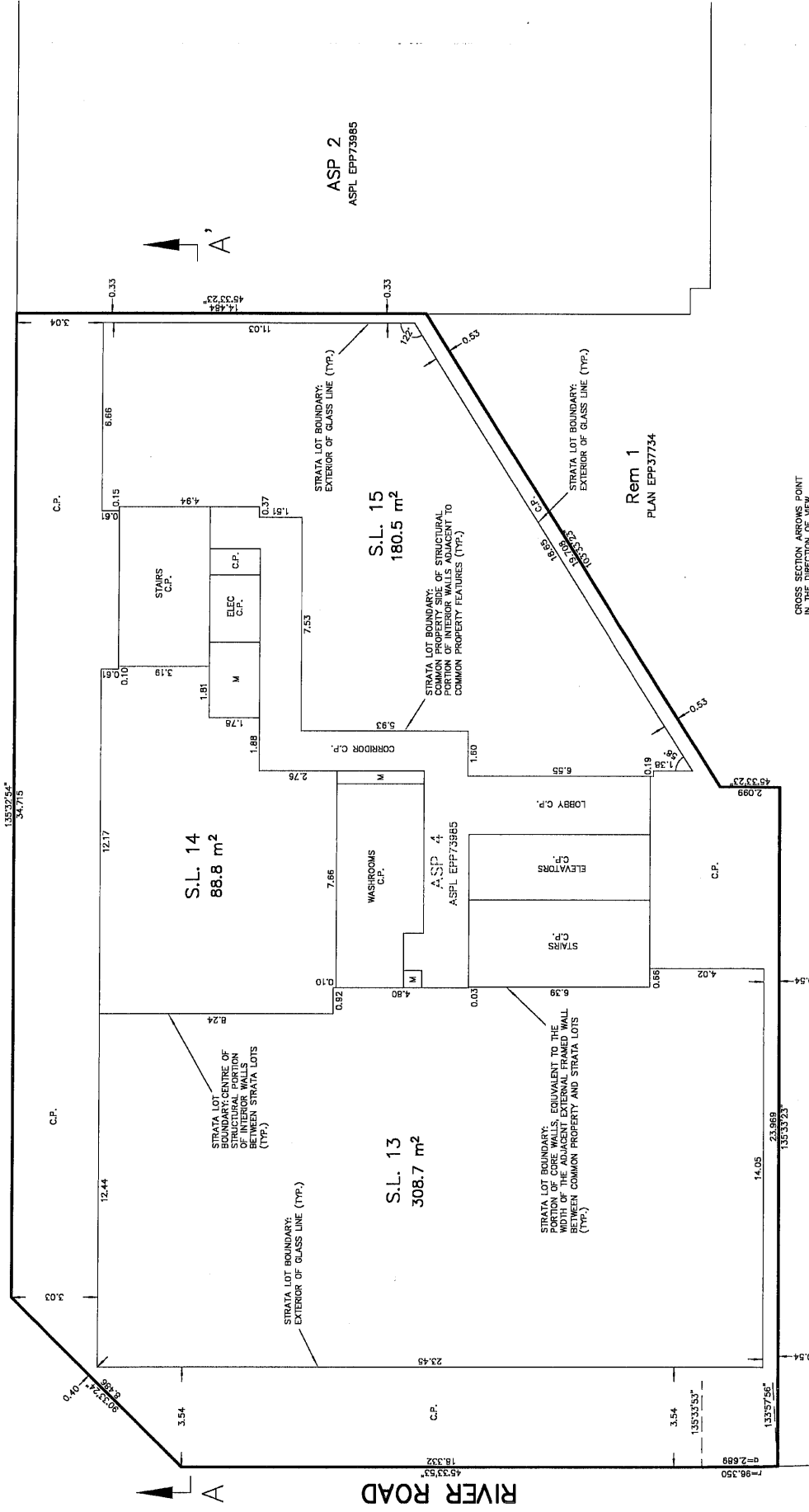


THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C
WHEN PLOTTED AT A SCALE 1:100

SHEET 14 OF 16 SHEETS

STRATA PLAN EPS5803

WEST ROAD



CROSS SECTION ARROWS POINT
IN THE DIRECTION OF VIEW.

WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY
DIMENSIONS TO:

- A) EXTERIOR OF STRUCTURAL PORTION OF EXTERIOR WALLS
- B) EXTERIOR OF GLASS LINE
- C) WALLS ADJACENT TO COMMON PROPERTY FEATURE
- D) PORTION OF CORE WALLS, EQUIVALENT TO THE MOUTH OF THE
COMMONLY FRAMED WALL BETWEEN COMMON PROPERTY
AND STRATA LOTS.
- E) CENTRELINE OF STRUCTURAL PORTION OF INTERIOR WALLS BETWEEN
STRATA LOTS.

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#320 - 11120 HORSESHOE WAY
RICHMOND, B.C. V7A 5H7
PH: 604.270.9331
FAX: 604.270.4137
CADFILE: 16907-15-STRATA-ASP 4.DWG

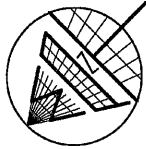
R-19--16907-15-STRATA-ASP 4

JOSE L. COELHO, BCLS 750
9th DAY OF APRIL, 2019

ROOF LEVEL



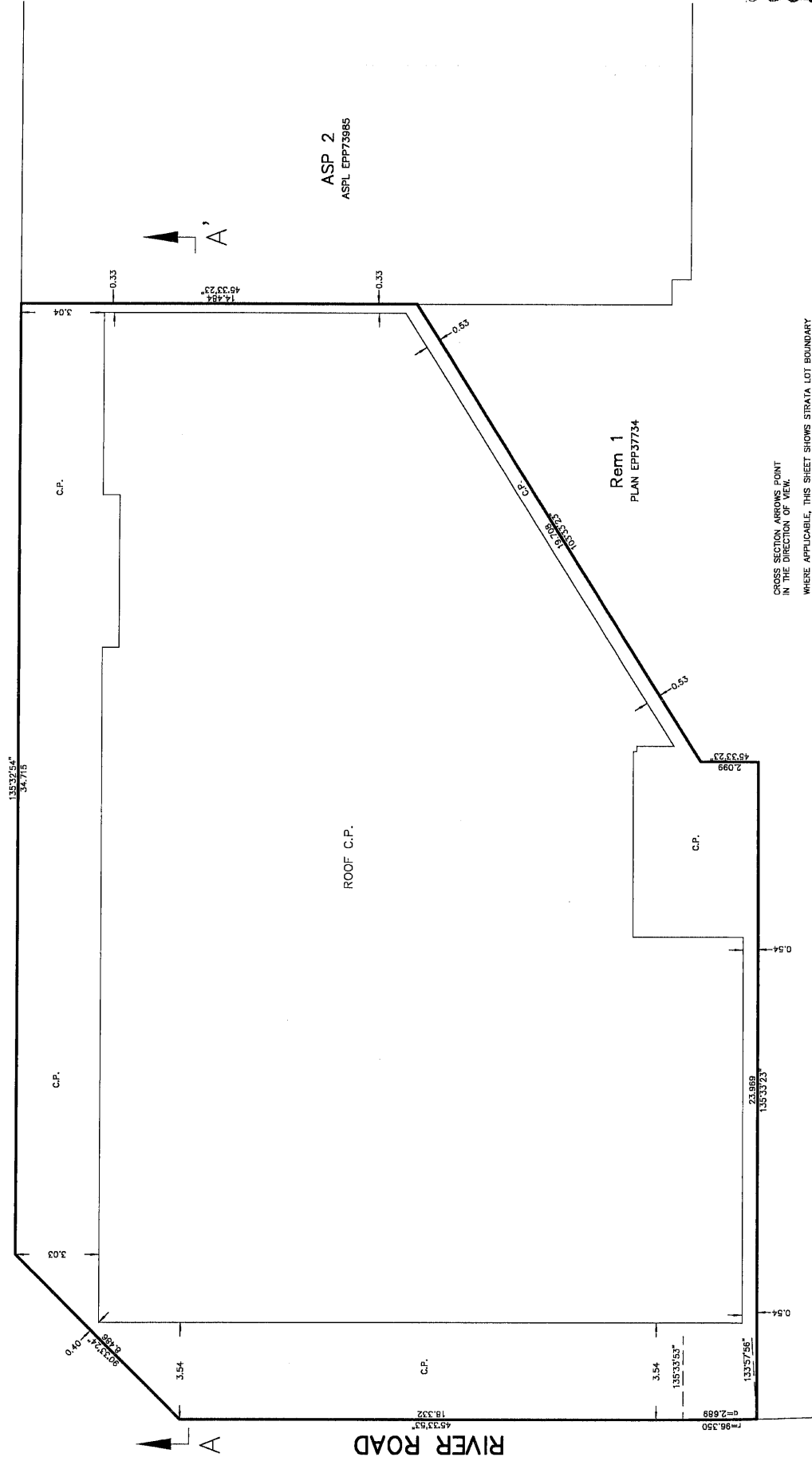
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:100



SHEET 15 OF 16 SHEETS

STRATA PLAN EPS5803

WEST ROAD



CROSS SECTION ARROWS POINT IN THE DIRECTION OF VIEW.
WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY DIMENSIONS TO:

- A) EXTERIOR OF STRUCTURAL PORTION OF EXTERIOR WALLS
- B) EXTERIOR OF GLASS LINE OF STRUCTURAL PORTION OF INTERIOR WALLS
- C) WALLS ADJACENT TO COMMON PROPERTY FEATURE
- D) PORTION OF CORE WALLS, EQUIVALENT TO THE WIDTH OF THE ADJACENT EXTERNAL FRAMED WALL BETWEEN COMMON PROPERTY AND STRATA LOTS
- E) CENTRELINE OF STRUCTURAL PORTION OF INTERIOR WALLS BETWEEN STRATA LOTS.

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
11120 HORSESHOE WAY
VANCOUVER, BC V6V 1A7
PH: 604.270.9331
FAX: 604.270.4137
CADFILE: 16907-15-STRATA-ASP 4.DWG

R-19-16907-15-STRATA-ASP 4

JOSE L. COELHO, BOLS 750
801 DAY OF APRIL, 2019

000032

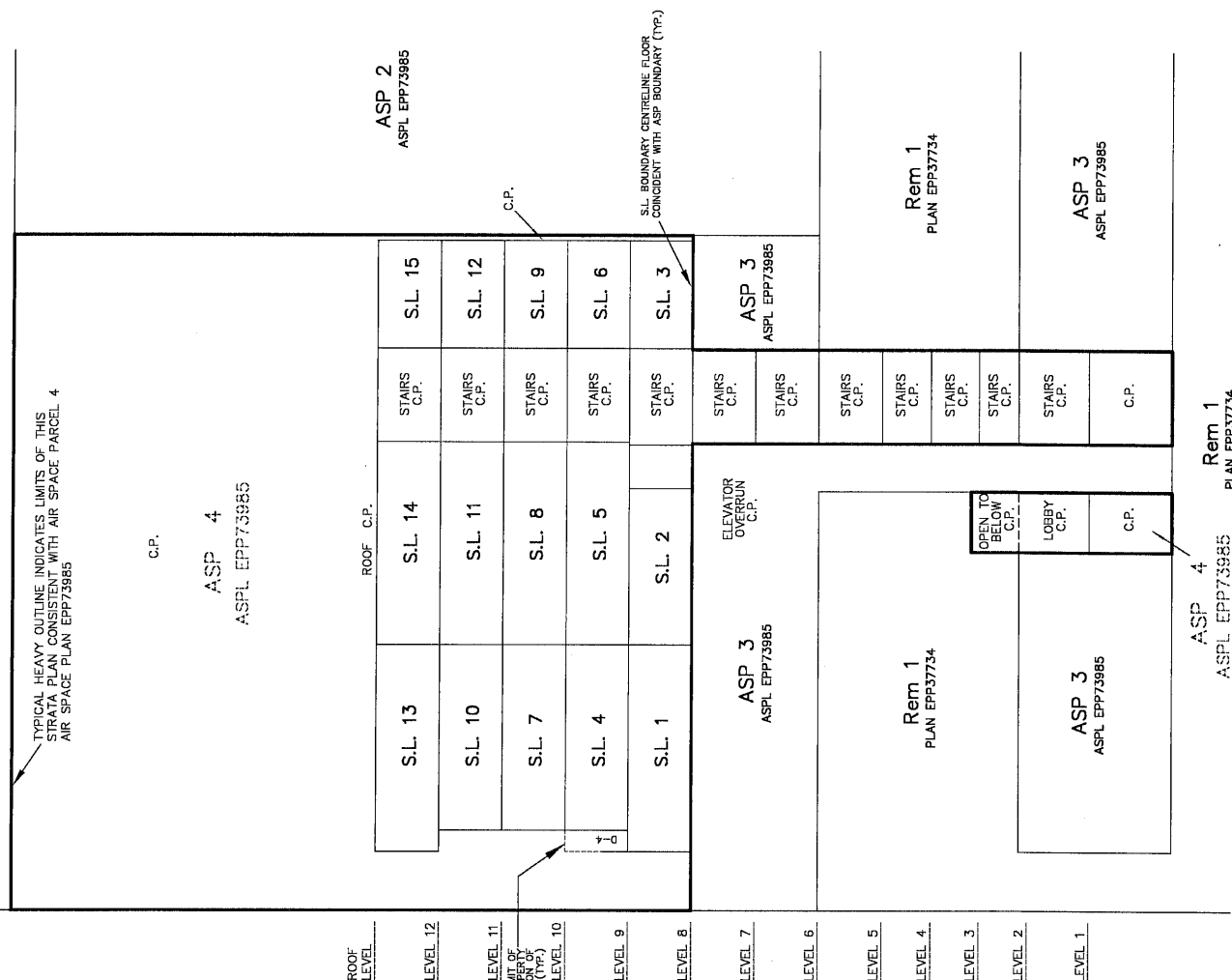
CROSS SECTION A-A'

5 0 5 10

THE INTENDED PLOT SIZE OF THIS PLAN IS 500mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:200

SHEET 16 OF 16 SHEETS

STRATA PLAN EPS5803



LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT: THIS PLAN SHOWS THE HEIGHT OF THE COMMON PROPERTY AS DEFINED AS TO HEIGHT BY THE CENTRELINE OF THE FLOOR/CEILING ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR/CEILING ABOVE, BY A HEIGHT OF 3 m ABOVE THE CEILING BELOW THE LCP AREA

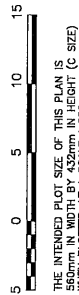
MATSON PECK & TOPLUSS
SURVEYORS & ENGINEERS
200 WEST 10TH STREET
RICHMOND B.C. V7M 2H7
PH: 604.270.9331
FAX: 604.270.4137
CADFILE: 16907-15-STRATA-ASP 4.DWG

R-19-16907-15-STRATA-ASP 4

JOSE L. COELHO, BCLS 750
8th DAY OF APRIL 2019

000033

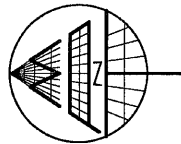
STRATA PLAN OF AIR SPACE PARCEL 5
SECTION 21 BLOCK 5 NORTH
RANGE 6 WEST
NEW WESTMINSTER DISTRICT AIR SPACE PLAN EPP73985
BCGS 92G.015



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:200

INTEGRATED SURVEY AREA NO. 19, CITY OF RICHMOND, MAB33 (CSRS) 43.0.BC.1.GVRD
GRID BEARINGS ARE DERIVED FROM CONVENTIONAL TIES TO GEODETIC CONTROL MONUMENTS 77H4602 AND 77H5831 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE INTEGRATED SURVEY AREA NO. 19, CITY OF RICHMOND, MAB33 (CSRS) 43.0.BC.1.GVRD. THE COMBINED FACTOR OF 0.9996038 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS 77H4602 AND 77H5831.

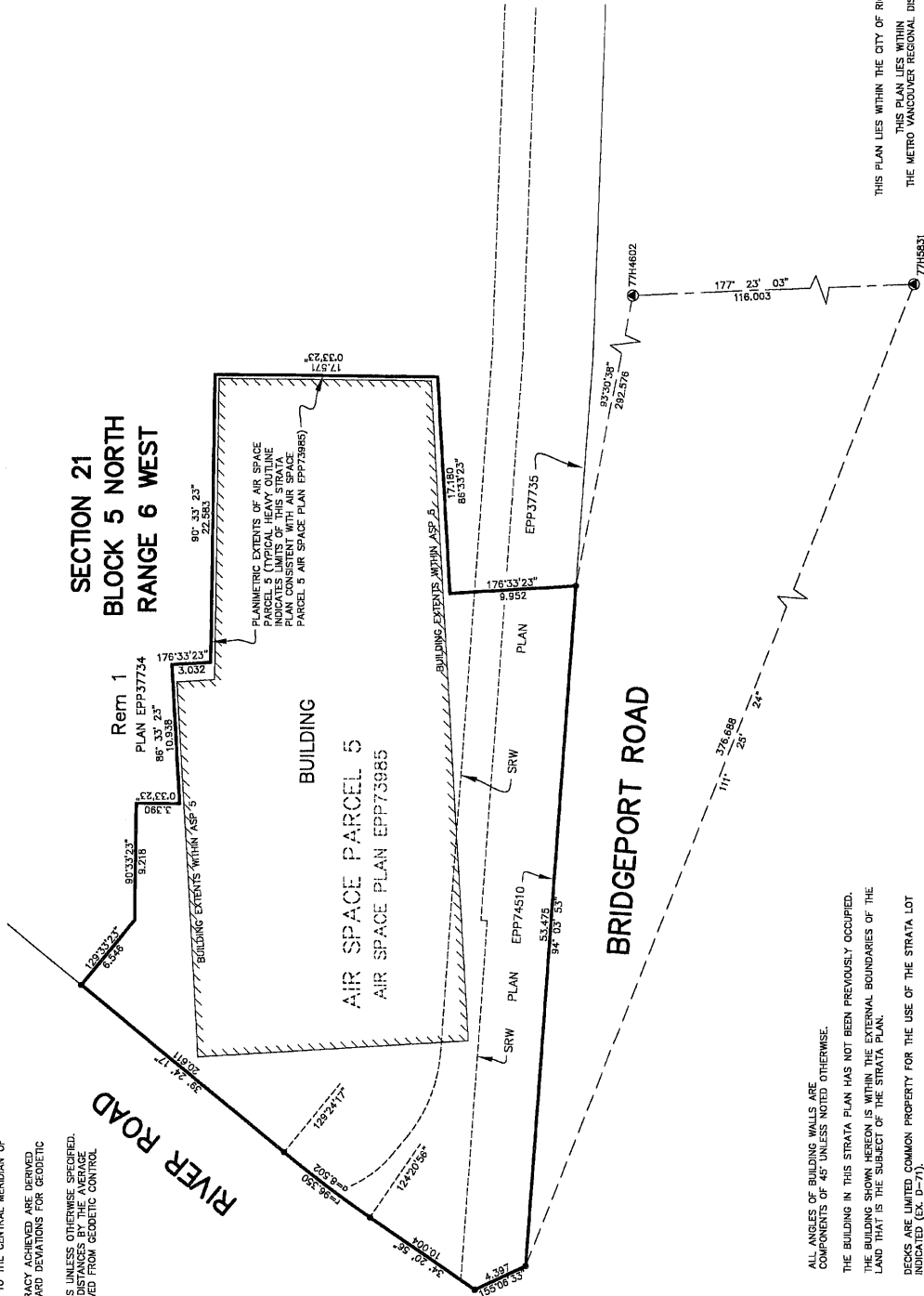


SECTION 21
BLOCK 5 NORTH
RANGE 6 WEST

NAD83(CSRS)4,0,0.BC.1.GVRD UTM ZONE 10 COORDINATES					
TABLET MARKING	NORTHING	EASTING	COMBINED FACTOR	ABSOLUTE ACCURACY	
77H4602	5448800.987	490664.735	0.9996038	0.018	
77H5831	5448665.131	490670.027	0.9996038	0.017	

NAME OF DEVELOPMENT:
INTERNATIONAL TRADE CENTRE
SOUTH TOWER

CIVIC ADDRESS:
8477 BRIDGEPORT ROAD
RICHMOND, B.C.



LEGEND

- INDICATES CONTROL MONUMENT FOUND
- INDICATES STANDARD IRON POST FOUND
- INDICATES LEAD PLUG FOUND

OFFSET POSTS AND PLUGS ARE ON PRODUCTION OF PROPERTY LINES UNLESS INDICATED OTHERWISE.

- m² INDICATES SQUARE METRES
- ASP INDICATES AIR SPACE PARCEL
- ASPL INDICATES AIR SPACE PLAN
- C.P. INDICATES COMMON PROPERTY
- S.L. INDICATES STRATA LOT
- TYP. INDICATES TYPICAL
- ELEV. INDICATES ELEVATOR - C.P.
- ELEC INDICATES ELECTRICAL ROOM/CLOSET - C.P.
- M INDICATES MECHANICAL - C.P.
- D INDICATES DECK

ALL ANGLES OF BUILDING WALLS ARE COMPONENTS OF 45° UNLESS NOTED OTHERWISE.

THE BUILDING SHOWN HEREON IS NOT BEING PREVIOUSLY OCCUPIED. THE BUILDING SHOWN HEREON IS WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN.

DECKS ARE LIMITED COMMON PROPERTY FOR THE USE OF THE STRATA LOT INDICATED (EX. D-71).

ALL IMPROVEMENTS SHOWN ARE SOME FORM OF COMMON PROPERTY UNLESS INDICATED AS PART OF STRATA LOT.

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS

8230 112ND HORSESHOE WAY
RICHMOND, B.C. V6X 3Y7
PH: 604.270.5331
FAX: 604.270.5437
CADFILE: 16907-16-STRATA-ASP 5.DWG

R-19-16907-16-STRATA-ASP 5

THIS PLAN LIES WITHIN THE CITY OF RICHMOND.
THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT.

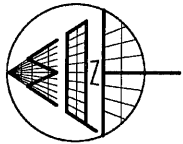
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 8th DAY OF APRIL, 2019
JOSE L. COELHO, BOLS 730

000034

ISOMETRIC

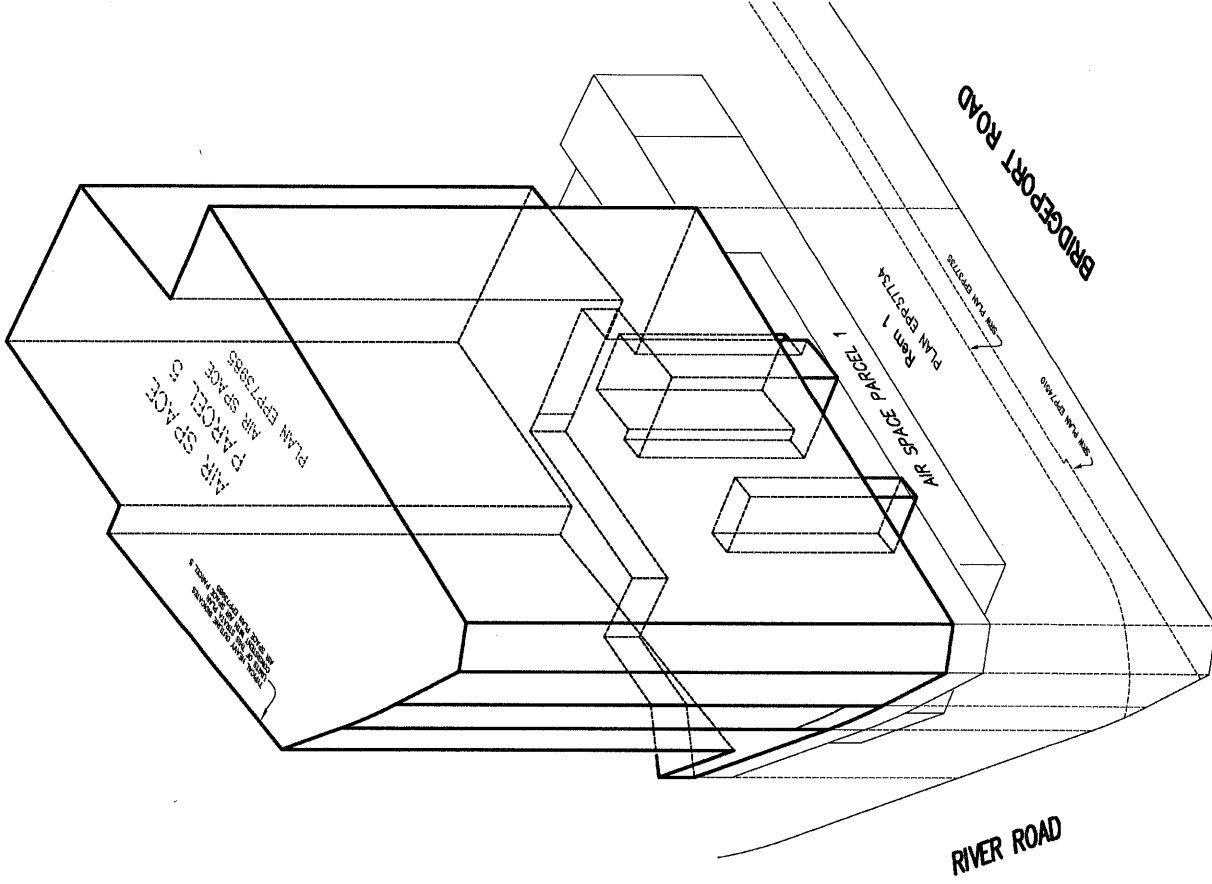


THE INTENDED PLOT SIZE OF THIS PLAN IS
360mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:500



SHEET 2 OF 13 SHEETS

STRATA PLAN EPS5804



MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#320 - 11120 MIDSEASIDE WAY
RICHMOND, B.C. V7A 5H7
PH: 604.270.5331
FAX: 604.270.4137
CAD FILE: 16907-16-STRATA-ASP 5.DWG

R-19-16907-16-STRATA-ASP 5

000035

USE L. COE/HQ. BOLS 750
3RD DAY OF APRIL 2019

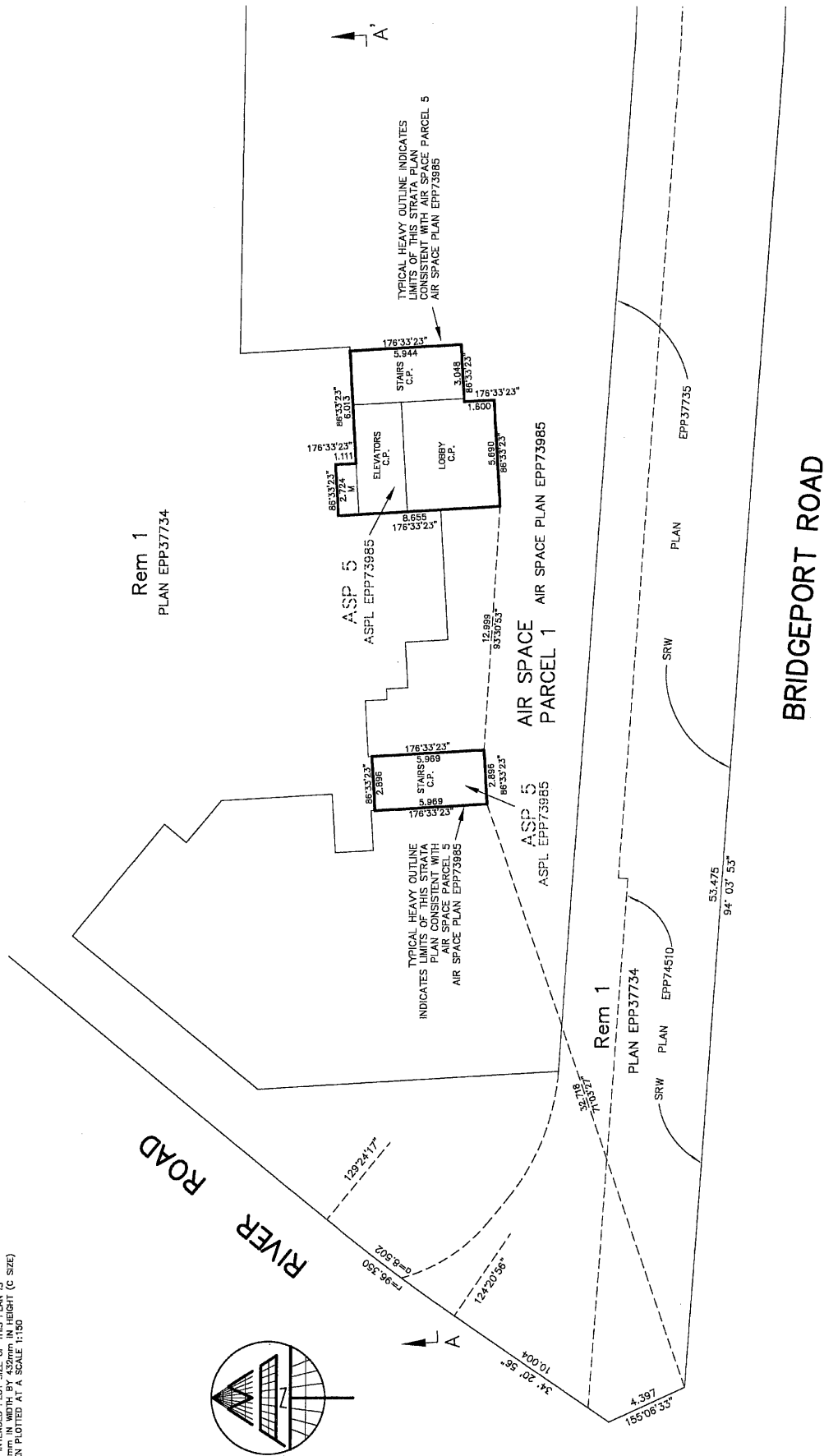
LEVEL 1



THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:150

SHEET 3 OF 13 SHEETS

STRATA PLAN EPS5804



MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#220 J. 1120 HORSESHOE WAY
REDWOOD CITY, CA 94061
PH: 650.270.9331
FAX: 650.270.4137
CADFILE: 16907-16-STRATA-ASP 5.DWG

R-19-16907-16-STRATA-ASP 5

JOSE L. COELHO, BCLS 750
8th DAY OF APRIL 2019

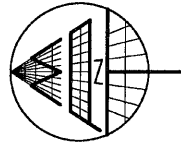
000036

LEVEL 2



THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:150

ROAD



AIR SPACE
PARCEL 1
AIR SPACE
PLAN EPP73985

Rem 1
PLAN EPP37734

ASP 5
ASPL Epp73985

ASPL EPP73985
ASP 5

Rem 1
PLAN EPP37734

BRIDGEPORT ROAD

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#320 — 11120 HORSESHOE WAY
RICHMOND, B.C. V7A 5H7
PH: 604.270.9331
FAX: 604.270.4137
CADFILE: 19907-16-STRATA-ASP 5.DWG

R-19-16907-16-STRATA-ASP 5

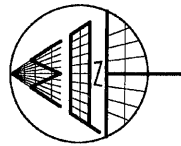
JOSE L. COELHO, BCLS 750
9th DAY OF APRIL, 2019

000037

LEVEL 3

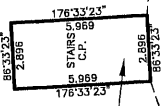


THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:100

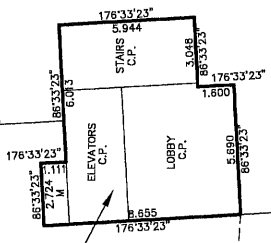


RIVER
ROAD

AIR SPACE
PARCEL 1
AIR SPACE
PLAN EPP73985 ASP 5



ASP 5
ASPL EPP73985



Rem 1
PLAN EPP37734



BRIDGEPORT ROAD

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
820-11000 HERRING WAY
RICHMOND, BC, V7A 5H7
PH: 604.270.6331
FAX: 604.270.4137
CAD FILE: 1607-16-STRATA-ASP 5.DWG

R-19-16907-16-STRATA-ASP 5

JOSE L. GELHIO, BOLS 760
9th DAY OF APRIL 2019

000038

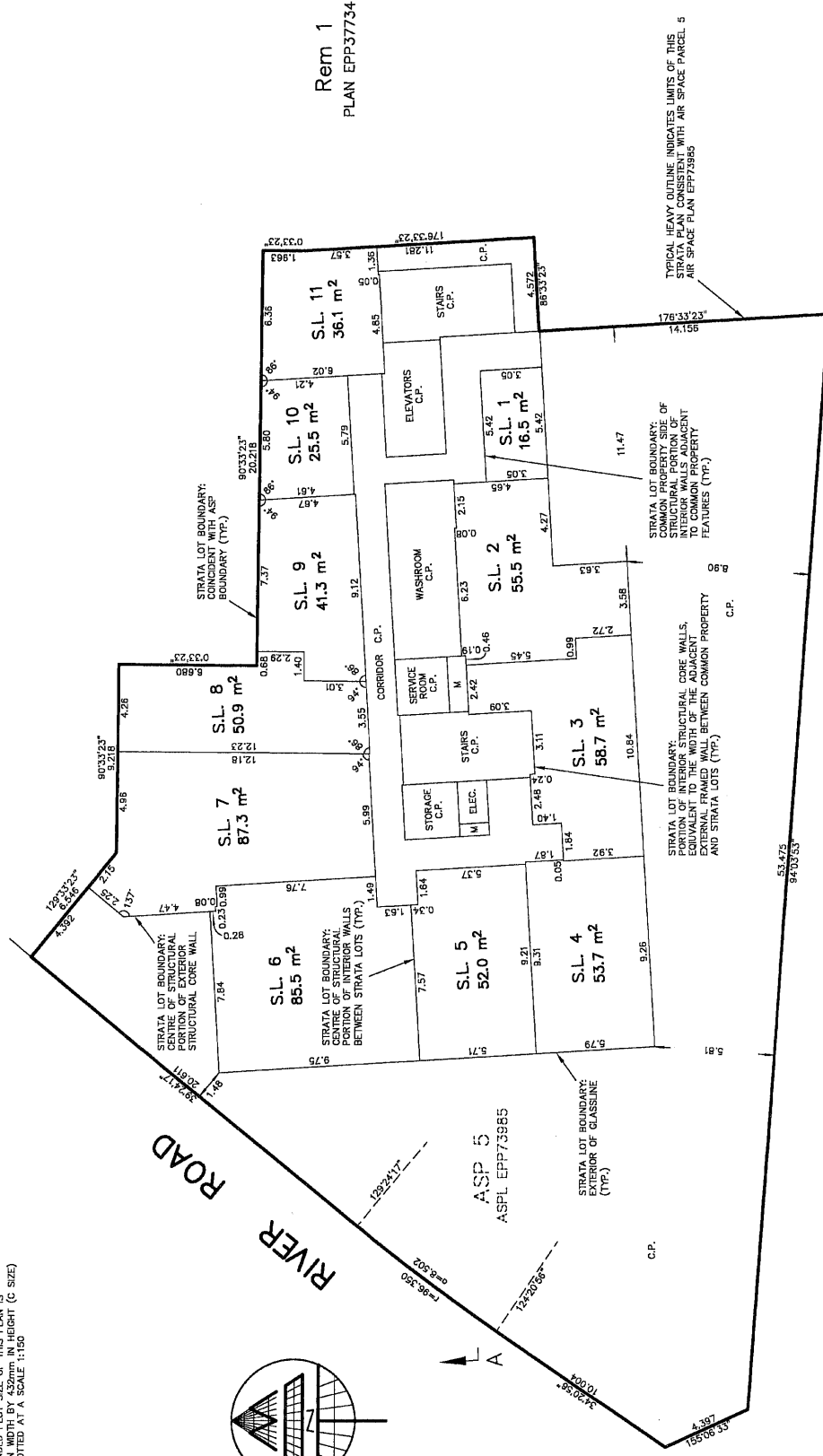
LEVEL 5



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:150

SHEET 6 OF 13 SHEETS

STRATA PLAN EPS5804



BRIDGEPORT ROAD

CROSS SECTION ARROWS POINT IN THE DIRECTION OF VIEW.
WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY DIMENSIONS TO:

- A) EXTERIOR OF STRUCTURAL PORTION OF EXTERIOR WALLS
- B) EXTERIOR OF GLASS LINE
- C) COMMON PROPERTY SIDE OF STRUCTURAL PORTION OF INTERIOR WALLS
- D) PORTION OF INTERIOR STRUCTURAL CORE WALL EQUIVALENT TO THE WIDTH OF THE ADJACENT EXTERIOR FRAMED WALL BETWEEN COMMON PROPERTY AND STRATA LOTS
- E) CENTRELINE OF STRUCTURAL PORTION OF INTERIOR WALLS BETWEEN STRATA LOTS
- F) AIR SPACE PARCEL BOUNDARIES
- G) CENTRE OF STRUCTURAL PORTION OF EXTERIOR STRUCTURAL CORE WALLS

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#230 - 11120 HORSeshoe Way
Vancouver, BC V6V 3T7
PH: 604.270.5331
FAX: 604.270.4137
CADFILE: 16007-16-STRATA-ASP 5.DWG

R-19-16007-16-STRATA-ASP 5

JOSE L. OUELHO, BOLS 750
8th DAY OF APRIL 2019

LEVEL 7



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:150

SHEET 8 OF 13 SHEETS

STRATA PLAN EPS5804

Rem 1
PLAN EPP37734

RIVER ROAD

RIVER

ASP 5
ASPL EPP73985

BRIDGEPORT ROAD

CROSS SECTION ARROWS POINT
IN THE DIRECTION OF FLOW.
WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY
DIMENSIONS TO:

- A) EXTERIOR OF STRUCTURAL PORTION OF EXTERIOR WALLS
- B) EXTERIOR OF GLASS LINE
- C) COMMON PROPERTY SIDE OF STRUCTURAL PORTION OF INTERIOR WALLS
- D) PORTION OF INTERIOR STRUCTURAL CORE WALLS, EQUIVALENT TO THE WIDTH OF THE ADJACENT EXTERNAL FRAMED WALL BETWEEN COMMON PROPERTY AND STRATA LOTS
- E) COMMON PROPERTY SIDE OF STRUCTURAL PORTION OF INTERIOR WALLS BETWEEN STRATA LOTS
- F) AIR SPACE PARCEL BOUNDARIES
- G) CENTRE OF STRUCTURAL PORTION OF EXTERIOR STRUCTURAL CORE WALLS

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
120 HORSESHOE WAY
PO BOX 1120
PH: 604.270.4137
FAX: 604.270.4137
CAD FILE: 16907-16-STRATA-ASP 5.DWG

R-19-16907-16-STRATA-ASP 5

USE L. CELL NO. B05.750
9th DAY OF APRIL 2019

LEVEL 8



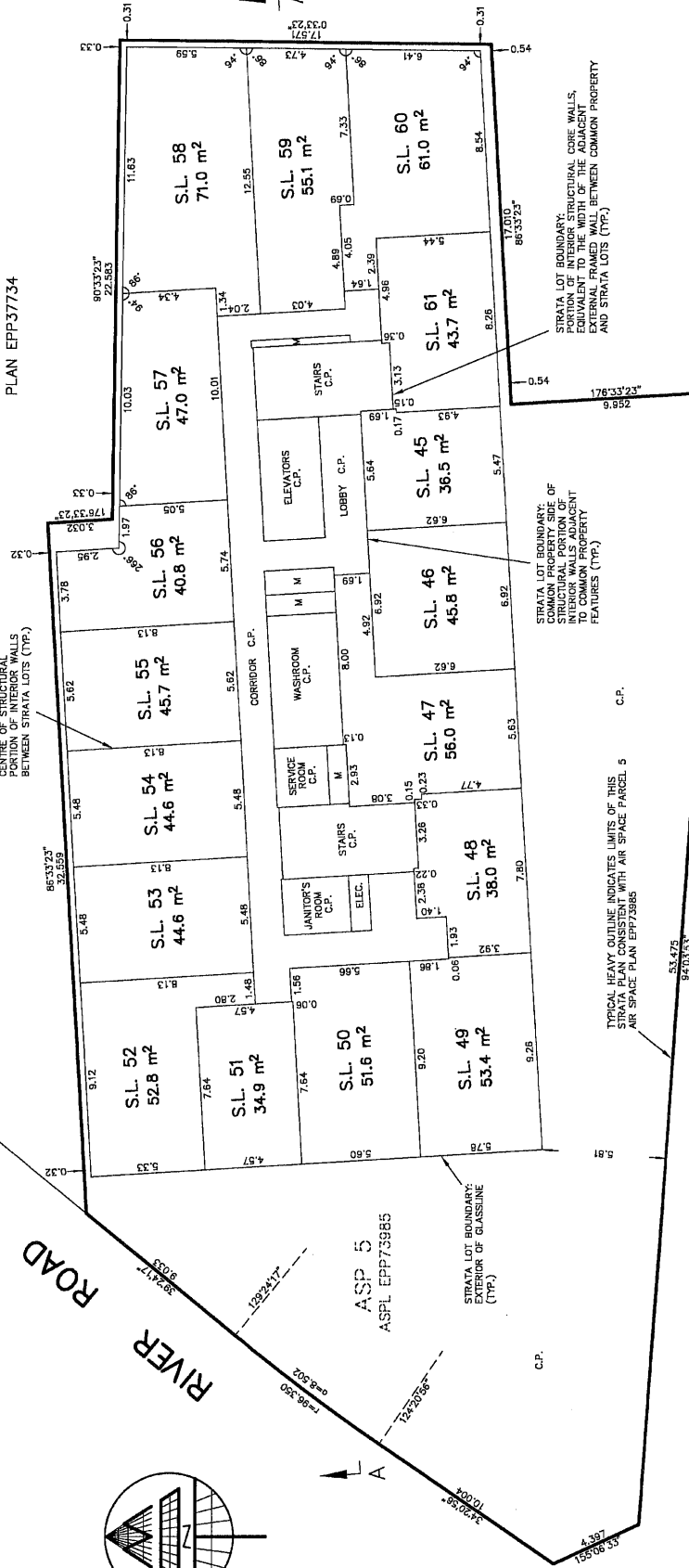
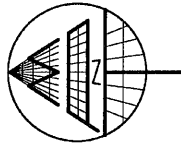
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (G SIZE) WHEN PLOTTED AT A SCALE 1:150

SHEET 9 OF 13 SHEETS

STRATA PLAN EPS5804

Rem 1
PLAN EPP37734

RIVER ROAD



BRIDGEPORT ROAD

CROSS SECTION ARROWS POINT IN THE DIRECTION OF VIEW.

WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY DIMENSIONS TO:

- A) EXTERIOR OF STRUCTURAL PORTION OF EXTERIOR WALLS
- B) EXTERIOR OF GLASS LINE
- C) COMMON PROPERTY SIDE OF STRUCTURAL PORTION OF INTERIOR WALLS
- D) COMMON PROPERTY SIDE OF COMMON PROPERTY PORTION OF EXTERIOR WALLS
- E) PORTION OF INTERIOR STRUCTURAL CORE WALLS, EQUIVALENT TO THE WIDTH OF THE ADJACENT EXTERNAL FRAMED WALL BETWEEN COMMON PROPERTY AND STRATA LOTS
- F) CENTRE OF STRUCTURAL PORTION OF INTERIOR WALLS BETWEEN STRATA LOTS
- G) AIR SPACE PARCEL BOUNDARIES
- H) CENTRE OF STRUCTURAL PORTION OF EXTERIOR STRUCTURAL CORE WALLS

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
100-10000 100-10000
RICHMOND, B.C. V7A 5H7
PHONE: 604-270-6331
FAX: 604-270-6337
CAPL: 18907-16-STRATA-ASP 5

R-19-18907-16-STRATA-ASP 5

JOSE L. GONZALEZ, B.S. 750
8th DAY OF APRIL, 2019

THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:150

SHEET 10 OF 13 SHEETS

STRATA PLAN EPS5804

Rem 1
PLAN EPP37734

ROAD

RIVER

ASP 5
ASPL EPP73985

STRATA LOT BOUNDARY:

TYPICAL HEAVY OUTLINE INDICATES LIMITS OF THIS
STRATA PLAN CONSISTENT WITH AIR SPACE PARCEL 5
AIR SPACE PLAN EPP73985

LIMITED COMMON PROPERTY HEIGHT DELIMITER STATEMENT:
ALL LCP BALCONY, PATIO AND ROOF DECK AREAS ARE
DESIGNED AS TO HEIGHT BY THE CENTERLINE OF THE
FLOOR/CEILING ABOVE OR ITS EXTENSIONS,
OR WHERE THERE IS NO FLOOR/CEILING ABOVE, BY A
HEIGHT OF 3 m ABOVE THE CEILING BELOW THE LCP AREA

CROSS SECTION ARROWS POINT
IN THE DIRECTION OF VIEW.

WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY DIMENSIONS TO:

- EXTERIOR OF STRUCTURAL PORTION OF EXTERIOR WALLS
- EXTERIOR OF GLASS LINE
- COMMON PROPERTY SIDE OF STRUCTURAL PORTION OF INTERIOR WALLS ADJACENT TO COMMON PROPERTY FEATURE
- PORTION OF INTERIOR STRUCTURAL CORE WALLS, EQUIVALENT TO THE PORTION OF INTERIOR STRUCTURAL CORE WALLS, EQUIVALENT TO THE PROPERTY AND STRATA LOTS.
- CENTRELINE OF STRUCTURAL PORTION OF INTERIOR WALLS BETWEEN STRATA LOTS.
- AIR SPACE PARCEL BOUNDARIES
- AREA OF STRUCTURAL PORTION OF EXTERIOR STRUCTURAL CORE WALLS

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#320 — 11120 HORSESHOE WAY
RICHMOND, B.C. V7A 5H7
PH: 604-270-9331
FAX: 604-270-4137
CADFILE: 16907-16—STRATA-ASP 5.DWG

R-19-16907-16--STRATA-ASP 5

JOSE L. COELHO, BCLS 750
9th DAY OF APRIL, 2019

R-19-16907-16--STRATA-ASP 5

LEVEL 10



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:150

SHEET 11 OF 13 SHEETS

STRATA PLAN EPS5804

Rem 1
PLAN EPP37734

RIVER ROAD

RIVER

ASP 5
ASPL EPP73985

BRIDGEPORT ROAD

CROSS SECTION ARROWS POINT
IN THE DIRECTION OF VIEW.

WHERE APPLICABLE, THIS SHEET SHOWS STRATA LOT BOUNDARY
DIMENSIONS TO:

- A) EXTERIOR OF STRUCTURAL PORTION OF INTERIOR
- B) EXTERIOR OF GLASS LINE
- C) COMMON PROPERTY SIDE OF STRUCTURAL PORTION OF INTERIOR
- D) PORTION OF INTERIOR STRUCTURAL CORE WALLS, EQUIVALENT TO THE WIDTH OF THE ADJACENT EXTERNAL FRAMED WALL BETWEEN COMMON PROPERTY AND STRATA LOTS
- E) STRUCTURAL PORTION OF INTERIOR WALLS BETWEEN STRATA LOTS
- F) AIR SPACE PARCEL BOUNDARIES
- G) CENTRE OF STRUCTURAL PORTION OF EXTERIOR STRUCTURAL CORE WALLS

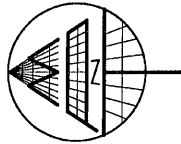
MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
100-1100 HURON STREET
RICHMOND, B.C. V7A 5H7
PH: 604.270.4137
FAX: 604.270.4137
CADFILE: 16907-16-STRATA-ASP 5

JOSE L. OELHO, BOLS 750
8th DAY OF APRIL 2019

ROOF



THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE 1:150



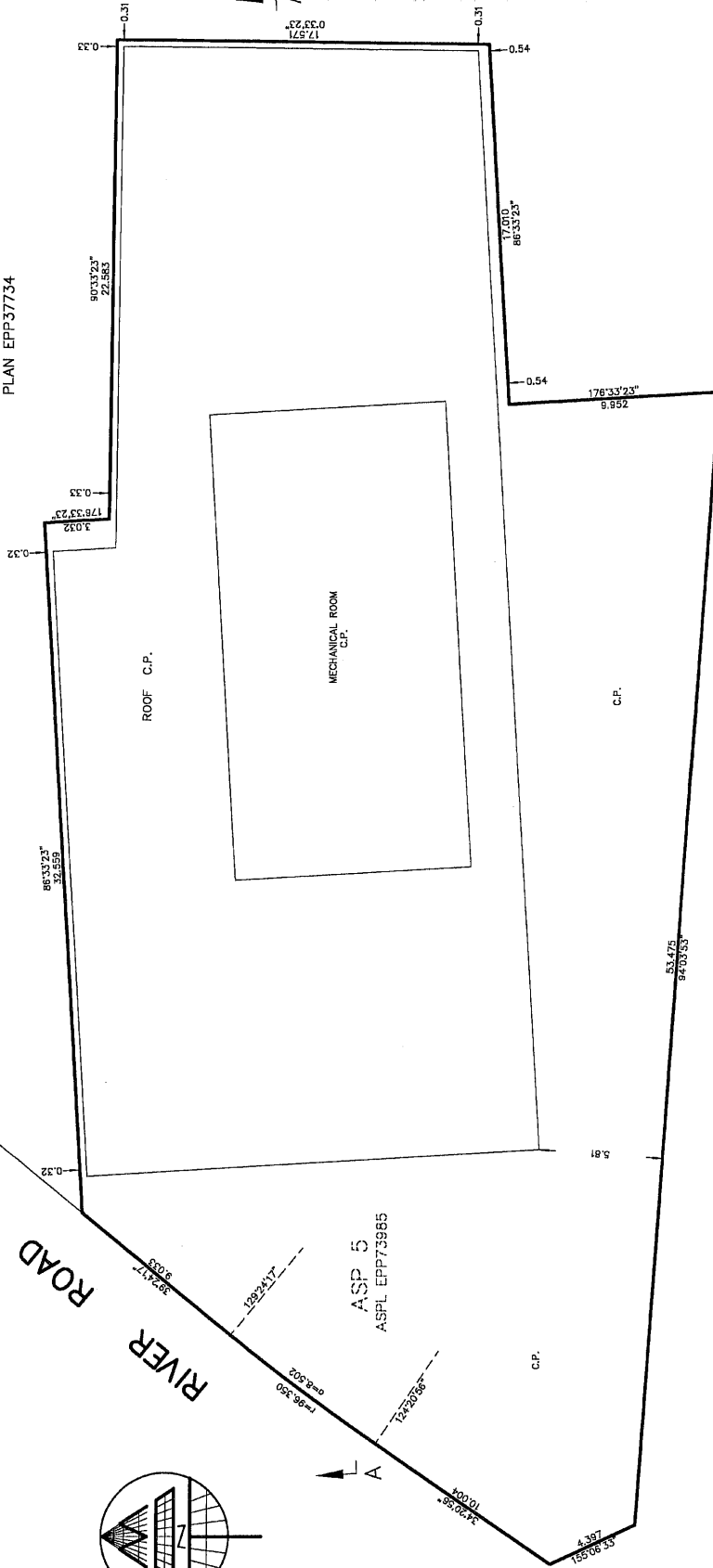
RIVER
ROAD

ASP 5
ASPL EPP73985

STRATA PLAN EPS5804

SHEET 12 OF 13 SHEETS

Rem 1
PLAN EPP37734



BRIDGEPORT ROAD

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
8255 - 11120 HORSESHOE WAY
VANCOUVER, BC V6V 2G7
PH: 604.270.9331
FAX: 604.270.4137
CADFILE: 16907-16-STRATA-ASP 5.DWG

R-19-16907-16-STRATA-ASP 5

JOSE L. GELHO, BOLS 750
30th DAY OF APRIL, 2019

CROSS SECTION A-A'



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE 1:200

C INDICATES CORRIDOR - C.P.

ROOF LEVEL
LEVEL 10
LEVEL 9
LEVEL 8
LEVEL 7
LEVEL 6
LEVEL 5
LEVEL 3
LEVEL 2
LEVEL 1

RIVER ROAD

STRATA PLAN EPS5804

SHEET 13 OF 13 SHEETS

Rem 1
PLAN EPP37734

TYPICAL HEAVY OUTLINE INDICATES LIMITS OF THIS STRATA PLAN CONSISTENT WITH AIR SPACE PARCEL 5 AIR SPACE PLAN EPP73985

C.P.

ASP 5
ASPL EPP73985

MECHANICAL ROOF C.P.

MECHANICAL ROOM C.P.

ROOF C.P.

ROOF C.P.

S.L. 84	C	STAIRS C.P.	STAIRS C.P.	STAIRS C.P.	WASHROOMS C.P.	M	C	ELEVATORS C.P.	STAIRS C.P.	C	S.L. 93
S.L. 67	C	STAIRS C.P.	STAIRS C.P.	STAIRS C.P.	WASHROOMS C.P.	M	C	ELEVATORS C.P.	STAIRS C.P.	C	S.L. 76
S.L. 50	C	STAIRS C.P.	STAIRS C.P.	STAIRS C.P.	WASHROOMS C.P.	M	C	ELEVATORS C.P.	STAIRS C.P.	C	S.L. 59
S.L. 33	C	STAIRS C.P.	STAIRS C.P.	STAIRS C.P.	WASHROOMS C.P.	M	C	ELEVATORS C.P.	STAIRS C.P.	C	S.L. 42
S.L. 17	C	STAIRS C.P.	STAIRS C.P.	STAIRS C.P.	WASHROOMS C.P.	M	C	ELEVATORS C.P.	STAIRS C.P.	C	S.L. 25
S.L. 1	C	STAIRS C.P.	STAIRS C.P.	STAIRS C.P.	WASHROOMS C.P.	M	C	ELEVATORS C.P.	STAIRS C.P.	C	VESTIBULE C.P.

S.L. BOUNDARY CENTRELINE FLOOR CONCURRENT WITH ASP BOUNDARY (TYP.)

C.P.

S.L. BOUNDARY CENTRELINE FLOOR CONCURRENT WITH ASP BOUNDARY (TYP.)

VESTIBULE C.P.

STAIRS C.P.

STAIRS C.P.

STAIRS C.P.

STAIRS C.P.

STAIRS C.P.

STAIRS C.P.

STAIRS C.P.

STAIRS C.P.

STAIRS C.P.

STAIRS C.P.

STAIRS C.P.

STAIRS C.P.

STAIRS C.P.

STAIRS C.P.

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STAIRS C.P.

Rem 1
PLAN EPP37734

ASP 1
ASPL EPP73985

ASP 1
ASPL EPP73985

Rem 1
PLAN EPP37734

ASP 1
ASPL EPP73985

MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
111120 HURONSHORE WAY
RICHMOND HILL, ONTARIO L4B 1G7
PH: 904.270.6331
FAX: 904.270.4137
CAD FILE: 16907-16-STRATA-ASP 5.DWG

R-19-16907-16-STRATA-ASP 5

JOSE L. OUELHO, BOLS 750
3RD DAY OF APRIL 2019

00046

000047

2026-01-07, 09:11:28

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

This is Exhibit "B" referred to in the Affidavit of Deng Lin Liu sworn (or affirmed) before me this 7 day of January, 2026

NEW WESTMINSTER

EPS5801

this 7 day of January 2026

**A Commissioner/Notary Public for the
Province of British Columbia**

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE CA4675411

HERETO IS ANNEXED EASEMENT CA7519765 OVER AIR SPACE PARCEL 5 AIR SPACE
PLAN EPP73985

000048

COMMON PROPERTY SEARCH PRINT

2026-01-07, 09:11:28

File Reference: 58473

Requestor: Mahbuba Nazaryar

HERETO IS ANNEXED EASEMENT CA7519768 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519774 OVER AIR SPACE PARCEL 2 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519777 OVER AIR SPACE PARCEL 3 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519780 OVER AIR SPACE PARCEL 4 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519783 OVER AIR SPACE PARCEL 5 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519786 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519789 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519798 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519804 OVER AIR SPACE PARCEL 2 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519813 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519819 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519822 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

ZONING REGULATION AND PLAN UNDER
THE AERONAUTICS ACT (CANADA)
FILED 10.2.1981 UNDER NO. T17084
PLAN NO. 61216

000049

COMMON PROPERTY SEARCH PRINT

2026-01-07, 09:11:28

File Reference: 58473

Requestor: Mahbuba Nazaryar

Charges, Liens and Interests

Nature: STATUTORY RIGHT OF WAY
Registration Number: BT115254
Registration Date and Time: 2002-04-10 09:12
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. A55547
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521086
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521090
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4521091
Registration Date and Time: 2015-07-08 16:29
Registered Owner: VANCOUVER AIRPORT AUTHORITY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521094
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521096
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521098
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

000050

COMMON PROPERTY SEARCH PRINT

2026-01-07, 09:11:28

File Reference: 58473

Requestor: Mahbuba Nazaryar

Nature: COVENANT
Registration Number: CA4534005
Registration Date and Time: 2015-07-14 17:09
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4534006
Registration Date and Time: 2015-07-14 17:09
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA
PART SHOWN BOLD ON PLAN EPP37735
MODIFIED BY CA6375693

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4956045
Registration Date and Time: 2016-01-28 15:22
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4958591
Registration Date and Time: 2016-01-29 11:05
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4958592
Registration Date and Time: 2016-01-29 11:05
Registered Owner: TELUS COMMUNICATIONS INC.
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA5952698
Registration Date and Time: 2017-04-26 14:47
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA6153362
Registration Date and Time: 2017-07-18 12:03
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

000051

COMMON PROPERTY SEARCH PRINT

2026-01-07, 09:11:28

File Reference: 58473

Requestor: Mahbuba Nazaryar

Nature: MODIFICATION
Registration Number: CA6375693
Registration Date and Time: 2017-10-17 10:08
Remarks: INTER ALIA
MODIFICATION OF CA4534006

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7464923
Registration Date and Time: 2019-04-25 15:28
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA
MODIFIED BY CA7585857

Nature: COVENANT
Registration Number: CA7464924
Registration Date and Time: 2019-04-25 15:28
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA
MODIFIED BY CA7585858

Nature: COVENANT
Registration Number: CA7493463
Registration Date and Time: 2019-05-09 15:33
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: CA7519726
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCELS 2 TO 5
AIR SPACE PLAN EPP73985 AND
LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

Nature: EASEMENT
Registration Number: CA7519753
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCELS 2 TO 5 AIR SPACE
PLAN EPP73985, AND LOT 1 PLAN EPP37734 EXCEPT AIR
SPACE PLAN EPP73985

00052

COMMON PROPERTY SEARCH PRINT

2026-01-07, 09:11:28

File Reference: 58473

Requestor: Mahbuba Nazaryar

Nature: EASEMENT
 Registration Number: CA7519771
 Registration Date and Time: 2019-05-24 14:52
 Remarks: INTER ALIA
 APPURTENANT TO AIR SPACE PARCELS 2 TO 5 AIR SPACE
 PLAN EPP73985, AND LOT 1 PLAN EPP37734 EXCEPT AIR
 SPACE PLAN EPP73985

Nature: EASEMENT
 Registration Number: CA7519801
 Registration Date and Time: 2019-05-24 14:52
 Remarks: INTER ALIA
 APPURTENANT TO AIR SPACE PARCEL 2 AIR SPACE PLAN
 EPP73985

Nature: EASEMENT
 Registration Number: CA7519810
 Registration Date and Time: 2019-05-24 14:52
 Remarks: INTER ALIA
 APPURTENANT TO AIR SPACE PARCELS 3 AND 4 AIR SPACE
 PLAN EPP73985

Nature: COVENANT
 Registration Number: CA7519828
 Registration Date and Time: 2019-05-24 14:52
 Registered Owner: CITY OF RICHMOND
 Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
 Registration Number: CA7519834
 Registration Date and Time: 2019-05-24 14:52
 Registered Owner: CITY OF RICHMOND
 Remarks: INTER ALIA

Nature: COVENANT
 Registration Number: CA7556564
 Registration Date and Time: 2019-06-13 09:26
 Registered Owner: CITY OF RICHMOND
 Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
 Registration Number: CA7556567
 Registration Date and Time: 2019-06-13 09:26
 Registered Owner: CITY OF RICHMOND
 Remarks: INTER ALIA

Miscellaneous Notes: NONE

COMMON PROPERTY SEARCH PRINT

000053

2026-01-07, 09:12:51

File Reference: 58473

Requestor: Mahbuba Nazaryar

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER

Common Property Strata Plan	EPS5802
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Transfers	NONE
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Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE CA4675411

HERETO IS ANNEXED EASEMENT CA7519726 OVER AIR SPACE PARCEL 1
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519729 OVER AIR SPACE PARCEL 2 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519735 OVER AIR SPACE PARCEL 4 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519738 OVER AIR SPACE PARCEL 5 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519741 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519747 OVER AIR SPACE PARCEL 4 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519750 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519753 OVER AIR SPACE PARCEL 1 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519756 OVER AIR SPACE PARCEL 2 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519762 OVER AIR SPACE PARCEL 4 AIR SPACE
PLAN EPP73985

00054

COMMON PROPERTY SEARCH PRINT

2026-01-07, 09:12:51

File Reference: 58473

Requestor: Mahbuba Nazaryar

HERETO IS ANNEXED EASEMENT CA7519765 OVER AIR SPACE PARCEL 5 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519768 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519771 OVER AIR SPACE PARCEL 1 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519774 OVER AIR SPACE PARCEL 2 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519780 OVER AIR SPACE PARCEL 4 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519783 OVER AIR SPACE PARCEL 5 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519786 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519792 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519807 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519810 OVER AIR SPACE PARCEL 1 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519813 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519819 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519822 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

ZONING REGULATION AND PLAN UNDER
THE AERONAUTICS ACT (CANADA)
FILED 10.2.1981 UNDER NO. T17084
PLAN NO. 61216

000055

COMMON PROPERTY SEARCH PRINT

2026-01-07, 09:12:51

File Reference: 58473

Requestor: Mahbuba Nazaryar

Charges, Liens and Interests

Nature: STATUTORY RIGHT OF WAY
Registration Number: BT115254
Registration Date and Time: 2002-04-10 09:12
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. A55547
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521086
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4521087
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA
PART SHOWN HATCHED ON PLAN EPP37735

Nature: COVENANT
Registration Number: CA4521090
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4521091
Registration Date and Time: 2015-07-08 16:29
Registered Owner: VANCOUVER AIRPORT AUTHORITY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521094
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521096
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

000056

COMMON PROPERTY SEARCH PRINT

2026-01-07, 09:12:51

File Reference: 58473

Requestor: Mahbuba Nazaryar

Nature: COVENANT
Registration Number: CA4521098
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4534005
Registration Date and Time: 2015-07-14 17:09
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4956045
Registration Date and Time: 2016-01-28 15:22
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4958591
Registration Date and Time: 2016-01-29 11:05
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4958592
Registration Date and Time: 2016-01-29 11:05
Registered Owner: TELUS COMMUNICATIONS INC.
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA5952698
Registration Date and Time: 2017-04-26 14:47
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA6153362
Registration Date and Time: 2017-07-18 12:03
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

COMMON PROPERTY SEARCH PRINT

File Reference: 58473

000057

2026-01-07, 09:12:51

Requestor: Mahbuba Nazaryar

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7464923
Registration Date and Time: 2019-04-25 15:28
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA
MODIFIED BY CA7585857

Nature: COVENANT
Registration Number: CA7464924
Registration Date and Time: 2019-04-25 15:28
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA
MODIFIED BY CA7585858

Nature: COVENANT
Registration Number: CA7493463
Registration Date and Time: 2019-05-09 15:33
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: CA7519732
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCELS 1, 2, 4 AND 5
AIR SPACE PLAN EPP73985 AND
LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

Nature: EASEMENT
Registration Number: CA7519744
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCEL 4 AIR SPACE PLAN
EPP73985 AND LOT 1 PLAN EPP37734 EXCEPT AIR SPACE
PLAN EPP73985

Nature: EASEMENT
Registration Number: CA7519759
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCELS 1, 2, 4 AND 5 AIR
SPACE PLAN EPP73985 AND LOT 1 PLAN EPP37734
EXCEPT AIR SPACE PLAN EPP73985

COMMON PROPERTY SEARCH PRINT

000058

2026-01-07, 09:12:51

File Reference: 58473

Requestor: Mahbuba Nazaryar

Nature: EASEMENT
Registration Number: CA7519777
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCELS 1, 2, 4 AND 5 AIR
SPACE PLAN EPP73985 AND LOT 1 PLAN EPP37734
EXCEPT AIR SPACE PLAN EPP73985

Nature: COVENANT
Registration Number: CA7519828
Registration Date and Time: 2019-05-24 14:52
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7519834
Registration Date and Time: 2019-05-24 14:52
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA7556564
Registration Date and Time: 2019-06-13 09:26
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7556567
Registration Date and Time: 2019-06-13 09:26
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA9040279
Registration Date and Time: 2021-05-27 12:02
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA9040280
Registration Date and Time: 2021-05-27 12:02
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA
PART ON PLAN EPP104481

Miscellaneous Notes:

NONE

COMMON PROPERTY SEARCH PRINT

00059

2026-01-07, 09:13:44

File Reference: 58473

Requestor: Mahbuba Nazaryar

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Common Property Strata Plan EPS5803

Transfers NONE

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE CA4675411

HERETO IS ANNEXED EASEMENT CA7519726 OVER AIR SPACE PARCEL 1 AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519729 OVER AIR SPACE PARCEL 2 AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519732 OVER AIR SPACE PARCEL 3 AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519738 OVER AIR SPACE PARCEL 5 AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519741 OVER LOT 1 PLAN EPP37734 EXCEPT AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519744 OVER AIR SPACE PARCEL 3 AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519750 OVER LOT 1 PLAN EPP37734 EXCEPT AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519753 OVER AIR SPACE PARCEL 1 AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519756 OVER AIR SPACE PARCEL 2 AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519759 OVER AIR SPACE PARCEL 3 AIR SPACE PLAN EPP73985

COMMON PROPERTY SEARCH PRINT

File Reference: 58473

000060

2026-01-07, 09:13:44

Requestor: Mahbuba Nazaryar

HERETO IS ANNEXED EASEMENT CA7519765 OVER AIR SPACE PARCEL 5 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519768 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519771 OVER AIR SPACE PARCEL 1 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519774 OVER AIR SPACE PARCEL 2 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519777 OVER AIR SPACE PARCEL 3 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519783 OVER AIR SPACE PARCEL 5 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519786 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519792 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519810 OVER AIR SPACE PARCEL 1 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519816 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

ZONING REGULATION AND PLAN UNDER
THE AERONAUTICS ACT (CANADA)
FILED 10.2.1981 UNDER NO. T17084
PLAN NO. 61216

Charges, Liens and Interests

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

STATUTORY RIGHT OF WAY

BT115254

2002-04-10 09:12

TELUS COMMUNICATIONS INC.

INCORPORATION NO. A55547

INTER ALIA

000061

COMMON PROPERTY SEARCH PRINT

2026-01-07, 09:13:44

File Reference: 58473

Requestor: Mahbuba Nazaryar

Nature: COVENANT
Registration Number: CA4521086
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4521087
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA
PART SHOWN HATCHED ON PLAN EPP37735

Nature: COVENANT
Registration Number: CA4521090
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4521091
Registration Date and Time: 2015-07-08 16:29
Registered Owner: VANCOUVER AIRPORT AUTHORITY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521094
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521096
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521098
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

COMMON PROPERTY SEARCH PRINT

File Reference: 58473

000062

2026-01-07, 09:13:44

Requestor: Mahbuba Nazaryar

Nature: COVENANT
Registration Number: CA4534005
Registration Date and Time: 2015-07-14 17:09
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4956045
Registration Date and Time: 2016-01-28 15:22
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4958591
Registration Date and Time: 2016-01-29 11:05
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4958592
Registration Date and Time: 2016-01-29 11:05
Registered Owner: TELUS COMMUNICATIONS INC.
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA5952698
Registration Date and Time: 2017-04-26 14:47
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA6153362
Registration Date and Time: 2017-07-18 12:03
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7464923
Registration Date and Time: 2019-04-25 15:28
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA

COMMON PROPERTY SEARCH PRINT

File Reference: 58473

000063

2026-01-07, 09:13:44

Requestor: Mahbuba Nazaryar

Nature: COVENANT
Registration Number: CA7464924
Registration Date and Time: 2019-04-25 15:28
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA7493463
Registration Date and Time: 2019-05-09 15:33
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: CA7519735
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCELS 1, 2, 3 AND 5
AIR SPACE PLAN EPP73985 AND
LOT 1 PLAN EPP37734
EXCEPT AIR SPACE PLAN EPP73985

Nature: EASEMENT
Registration Number: CA7519747
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCEL 3 AIR SPACE PLAN
EPP73985

Nature: EASEMENT
Registration Number: CA7519762
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCELS 1, 2, 3 AND 5 AIR
SPACE PLAN EPP73985 AND LOT 1 PLAN EPP37734
EXCEPT AIR SPACE PLAN EPP73985

Nature: EASEMENT
Registration Number: CA7519780
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCELS 1, 2, 3 AND 5 AIR
SPACE PLAN EPP73985 AND LOT 1 PLAN EPP37734
EXCEPT AIR SPACE PLAN EPP73985

COMMON PROPERTY SEARCH PRINT

File Reference: 58473

000064

2026-01-07, 09:13:44

Requestor: Mahbuba Nazaryar

Nature: COVENANT
Registration Number: CA7519828
Registration Date and Time: 2019-05-24 14:52
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7519834
Registration Date and Time: 2019-05-24 14:52
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA7556564
Registration Date and Time: 2019-06-13 09:26
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7556567
Registration Date and Time: 2019-06-13 09:26
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Miscellaneous Notes: NONE

COMMON PROPERTY SEARCH PRINT

File Reference: 58473

000065

2026-01-07, 09:14:25

Requestor: Mahbuba Nazaryar

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District

Land Title Office

NEW WESTMINSTER

NEW WESTMINSTER

Common Property Strata Plan

EPS5804

Transfers

NONE

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE CA4675411

HERETO IS ANNEXED EASEMENT CA7519726 OVER AIR SPACE PARCEL 1
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519729 OVER AIR SPACE PARCEL 2 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519732 OVER AIR SPACE PARCEL 3 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519735 OVER AIR SPACE PARCEL 4 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519741 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519750 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519753 OVER AIR SPACE PARCEL 1 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519756 OVER AIR SPACE PARCEL 2 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519759 OVER AIR SPACE PARCEL 3 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519762 OVER AIR SPACE PARCEL 4 AIR SPACE
PLAN EPP73985

COMMON PROPERTY SEARCH PRINT

000066

2026-01-07, 09:14:25

File Reference: 58473

Requestor: Mahbuba Nazaryar

HERETO IS ANNEXED EASEMENT CA7519768 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519771 OVER AIR SPACE PARCEL 1 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519774 OVER AIR SPACE PARCEL 2 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519777 OVER AIR SPACE PARCEL 3 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519780 OVER AIR SPACE PARCEL 4 AIR SPACE
PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519786 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519789 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519798 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

HERETO IS ANNEXED EASEMENT CA7519816 OVER LOT 1 PLAN EPP37734 EXCEPT
AIR SPACE PLAN EPP73985

ZONING REGULATION AND PLAN UNDER
THE AERONAUTICS ACT (CANADA)
FILED 10.2.1981 UNDER NO. T17084
PLAN NO. 61216

Charges, Liens and Interests

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	BT115254
Registration Date and Time:	2002-04-10 09:12
Registered Owner:	TELUS COMMUNICATIONS INC. INCORPORATION NO. A55547
Remarks:	INTER ALIA

000067

COMMON PROPERTY SEARCH PRINT

2026-01-07, 09:14:25

File Reference: 58473

Requestor: Mahbuba Nazaryar

Nature: COVENANT
Registration Number: CA4521086
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521090
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4521091
Registration Date and Time: 2015-07-08 16:29
Registered Owner: VANCOUVER AIRPORT AUTHORITY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521094
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521096
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4521098
Registration Date and Time: 2015-07-08 16:29
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA4534005
Registration Date and Time: 2015-07-14 17:09
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

COMMON PROPERTY SEARCH PRINT

000068

2026-01-07, 09:14:25

File Reference: 58473

Requestor: Mahbuba Nazaryar

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4534006
Registration Date and Time: 2015-07-14 17:09
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA
PART SHOWN BOLD ON PLAN EPP37735
MODIFIED BY CA6375693

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4956045
Registration Date and Time: 2016-01-28 15:22
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4958591
Registration Date and Time: 2016-01-29 11:05
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4958592
Registration Date and Time: 2016-01-29 11:05
Registered Owner: TELUS COMMUNICATIONS INC.
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA5952698
Registration Date and Time: 2017-04-26 14:47
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA6153362
Registration Date and Time: 2017-07-18 12:03
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: MODIFICATION
Registration Number: CA6375693
Registration Date and Time: 2017-10-17 10:08
Remarks: INTER ALIA
MODIFICATION OF CA4534006

COMMON PROPERTY SEARCH PRINT

File Reference: 58473

000069

2026-01-07, 09:14:25

Requestor: Mahbuba Nazaryar

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7464923
Registration Date and Time: 2019-04-25 15:28
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA
MODIFIED BY CA7585857

Nature: COVENANT
Registration Number: CA7464924
Registration Date and Time: 2019-04-25 15:28
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA
MODIFIED BY CA7585858

Nature: COVENANT
Registration Number: CA7493463
Registration Date and Time: 2019-05-09 15:33
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: CA7519738
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCELS 1 TO 4 AIR SPACE
PLAN EPP73985 AND LOT 1 PLAN EPP37734 EXCEPT AIR
SPACE PLAN EPP73985

Nature: EASEMENT
Registration Number: CA7519765
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCELS 1 TO 4 AIR SPACE
PLAN EPP73985 AND LOT 1 PLAN EPP37734 EXCEPT AIR
SPACE PLAN EPP73985

Nature: EASEMENT
Registration Number: CA7519783
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCELS 1 TO 4 AIR SPACE
PLAN EPP73985 AND LOT 1 PLAN EPP37734 EXCEPT AIR
SPACE PLAN EPP73985

COMMON PROPERTY SEARCH PRINT

File Reference: 58473

000070

2026-01-07, 09:14:25

Requestor: Mahbuba Nazaryar

Nature: EASEMENT
Registration Number: CA7519825
Registration Date and Time: 2019-05-24 14:52
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCEL 2 AIR SPACE PLAN
EPP73985

Nature: COVENANT
Registration Number: CA7519828
Registration Date and Time: 2019-05-24 14:52
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7519834
Registration Date and Time: 2019-05-24 14:52
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA7556564
Registration Date and Time: 2019-06-13 09:26
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7556567
Registration Date and Time: 2019-06-13 09:26
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA

Miscellaneous Notes: NONE

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

May-24-2019 14:52:07.001

CA7519726 CA7519836

PAGE 1 OF 123 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Sarah Ann
Batut ACKS8S
Digitally signed by Sarah
Ann Batut ACKS8S
Date: 2019.05.24
14:15:11 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Megan Sedmak, Paralegal, of Fasken Martineau Dumoulin LLP

Barristers & Solicitors

2900 - 550 Burrard Street

Vancouver

BC V6C 0A3

Telephone: 604-631-3131

LTO No.: 11565

File No.: 294188.00002/18386

Document Fees: \$8,231.76

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

SEE SCHEDULE

This is Exhibit "C" referred to in the
Affidavit of Denglin Lu
sworn (or affirmed) before me
this 7 day of January 2026

A Commissioner/Notary Public for the
Province of British Columbia

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

SARAH BATUT

Barrister & Solicitor

Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
604 631 4954

Execution Date		
Y	M	D
19	04	01

Transferor(s) Signature(s)

INTERNATIONAL TRADE CENTRE
PROPERTIES LTD.

by its authorized signatory(ies):

Name: Michael Ching

Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D****EXECUTIONS CONTINUED**

PAGE 2 of 123 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

SARAH BATUT

Barrister & Solicitor

Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
604 631 4954

Y	M	D
19	04	01

INTERNATIONAL TRADE CENTRE
PROPERTIES LTD.
by its authorized signatory(ies):_____
Name: Michael Ching_____
Name:_____
SARAH BATUT

Barrister & Solicitor

Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
604 631 4954

19	04	01
----	----	----

INTERNATIONAL TRADE CENTRE
PROPERTIES LTD.
by its authorized signatory(ies):_____
Name: Michael Ching_____
Name:_____
SARAH BATUT

Barrister & Solicitor

Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
604 631 4954

19	04	01
----	----	----

INTERNATIONAL TRADE CENTRE
PROPERTIES LTD.
by its authorized signatory(ies):_____
Name: Michael Ching_____
Name:**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 3 of 123 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

SARAH BATUT

Barrister & Solicitor

Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
604 631 4954

Y	M	D
19	04	01

INTERNATIONAL TRADE CENTRE
PROPERTIES LTD.
by its authorized signatory(ies):

Name: Michael Ching

Name:

SARAH BATUT

Barrister & Solicitor

Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
604 631 4954

19	04	01
----	----	----

INTERNATIONAL TRADE CENTRE
PROPERTIES LTD.
by its authorized signatory(ies):

Name: Michael Ching

Name:

Jennifer L. Hayes

Barrister & Solicitor

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

19	04	10
----	----	----

CITY OF RICHMOND
by its authorized signatory(ies):

MALCOM D. BRODIE, Mayor

DAVID WEBER, Corporate Officer

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

000074

Status: Registered

Doc #: CA7519726

RCVD: 2019-05-24 RQST: 2026-01-07 10.13.01

FORM_D1_V24

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 4 of 123 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

JOEL MICKELSON

Barrister & Solicitor

162 Cumberland Street, Suite 300
Toronto, ON M5R 3N5
Direct Line: 416.929.4870

Y	M	D
19	04	22

ROMSPEN INVESTMENT
CORPORATION by its authorized
signatory(ies):

Name: Blake Cassidy, Director

Name:

SARAH BATUT

Barrister & Solicitor

Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
604 631 4954

19	04	01
----	----	----

BROADWAY CAMERA LTD. by its
authorized signatory(ies):

Name: John Lo

Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 5 OF 123 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]**029-611-598 LOT 1 SECTION 21 BLOCK 5 NORTH RANGE 6 WEST NEW WESTMINSTER
DISTRICT PLAN EPP37734 EXCEPT AIR SPACE PLAN EPP73985**STC? YES ☐2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]**NO PID NMBR AIR SPACE PARCEL 1 SECTION 21 BLOCK 5 NORTH RANGE 6 WEST NEW
WESTMINSTER DISTRICT AIR SPACE PLAN EPP73985**

STC? YES

[Related Plan Number]

EPP73985

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]**NO PID NMBR AIR SPACE PARCEL 2 SECTION 21 BLOCK 5 NORTH RANGE 6 WEST NEW
WESTMINSTER DISTRICT AIR SPACE PLAN EPP73985**

STC? YES

[Related Plan Number]

EPP73985

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 6 OF 123 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]**NO PID NMBR AIR SPACE PARCEL 3 SECTION 21 BLOCK 5 NORTH RANGE 6 WEST NEW
WESTMINSTER DISTRICT AIR SPACE PLAN EPP73985**

STC? YES

[Related Plan Number]

EPP73985

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]**NO PID NMBR AIR SPACE PARCEL 4 SECTION 21 BLOCK 5 NORTH RANGE 6 WEST NEW
WESTMINSTER DISTRICT AIR SPACE PLAN EPP73985**

STC? YES

[Related Plan Number]

EPP73985

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]**NO PID NMBR AIR SPACE PARCEL 5 SECTION 21 BLOCK 5 NORTH RANGE 6 WEST NEW
WESTMINSTER DISTRICT AIR SPACE PLAN EPP73985**

STC? YES

[Related Plan Number]

EPP73985

000077

Status: Registered

Doc #: CA7519726

RCVD: 2019-05-24 RQST: 2026-01-07 10.13.01

FORM_E_V24

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 7 OF 123 PAGES

NATURE OF INTEREST
Easement**CHARGE NO.****ADDITIONAL INFORMATION**
See Schedule (Row 1, Page 27)

NATURE OF INTEREST
Priority Agreement**CHARGE NO.****ADDITIONAL INFORMATION**
See Page 122

NATURE OF INTEREST
Priority Agreement**CHARGE NO.****ADDITIONAL INFORMATION**
See Page 123

NATURE OF INTEREST
Easement**CHARGE NO.****ADDITIONAL INFORMATION**
See Schedule (Row 2, Page 27)

NATURE OF INTEREST
Priority Agreement**CHARGE NO.****ADDITIONAL INFORMATION**
See Page 122

NATURE OF INTEREST
Priority Agreement**CHARGE NO.****ADDITIONAL INFORMATION**
See Page 123

Status: Registered
FORM_E_V24

Doc #: CA7519726

RCVD: 2019-05-24 RQST: 2026-01-07 10.13.01

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 8 OF 123 PAGES

NATURE OF INTEREST
Easement

CHARGE NO.

ADDITIONAL INFORMATION
See Schedule (Row 3, Page 27)

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
See Page 122

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
See Page 123

NATURE OF INTEREST
Easement

CHARGE NO.

ADDITIONAL INFORMATION
See Schedule (Row 4, Page 28)

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
See Page 122

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
See Page 123

Status: Registered

Doc #: CA7519726

RCVD: 2019-05-24 RQST: 2026-01-07 10.13.01

FORM_E_V24

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 9 OF 123 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Easement

See Schedule (Row 5, Page 28)

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

See Page 122

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

See Page 123

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Easement

See Schedule (Row 6, Page 28)

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

See Page 122

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

See Page 123

**LAND TITLE ACT
FORM E****SCHEDULE**

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		Section 2.1 (Schedule A, Row 7) Over No PID Nmbr Air Space Parcel 3 Sec 21 Blk 5 North Rge 6 West NWD Air Space Plan EPP73985 Dominant Lands: No PID Nmbr Air Space Parcel 4 Sec 21 Block 5 North Range 6 West NWD Air Space Plan EPP73985; and PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except Air Space Plan EPP73985

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Easement		Section 2.1 (Schedule A, Row 8) Over No PID Nmbr Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985 Dominant Lands: No PID Nmbr Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985

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District Air Space Plan EPP73985
Dominant Lands:
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Easement		Section 2.1 (Schedule A, Row 23) Over No PID Nmbr Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985 Dominant Lands: No PID Nmbr Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985
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ADDITIONAL INFORMATION

NATURE OF INTEREST

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ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFEROR(S):

INTERNATIONAL TRADE CENTRE PROPERTIES LTD. (Inc. No. BC0909412), as owner of the
Remainder

INTERNATIONAL TRADE CENTRE PROPERTIES LTD. (Inc. No. BC0909412), as owner of ASP 1

INTERNATIONAL TRADE CENTRE PROPERTIES LTD. (Inc. No. BC0909412), as owner of ASP 2

INTERNATIONAL TRADE CENTRE PROPERTIES LTD. (Inc. No. BC0909412), as owner of ASP 3

INTERNATIONAL TRADE CENTRE PROPERTIES LTD. (Inc. No. BC0909412), as owner of ASP 4

INTERNATIONAL TRADE CENTRE PROPERTIES LTD. (Inc. No. BC0909412), as owner of ASP 5

ROMSPEN INVESTMENT CORPORATION (Inc. No. A0067154) (as to priority)

BROADWAY CAMERA LTD. (Inc No. BC0249905) (as to priority)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

INTERNATIONAL TRADE CENTRE PROPERTIES LTD. (Inc. No. BC0909412), of Suite 500 - North
Tower, 5811 Cooney Road, Richmond, BC V6X 3M1 (as to easements in favour of the Remainder)

INTERNATIONAL TRADE CENTRE PROPERTIES LTD. (Inc. No. BC0909412), of Suite 500 - North
Tower, 5811 Cooney Road, Richmond, BC V6X 3M1 (as to easements in favour of ASP 1)

INTERNATIONAL TRADE CENTRE PROPERTIES LTD. (Inc. No. BC0909412), of Suite 500 - North
Tower, 5811 Cooney Road, Richmond, BC V6X 3M1 (as to easements in favour of ASP 2)

INTERNATIONAL TRADE CENTRE PROPERTIES LTD. (Inc. No. BC0909412), of Suite 500 - North
Tower, 5811 Cooney Road, Richmond, BC V6X 3M1 (as to easements in favour of ASP 3)

INTERNATIONAL TRADE CENTRE PROPERTIES LTD. (Inc. No. BC0909412), of Suite 500 - North
Tower, 5811 Cooney Road, Richmond, BC V6X 3M1 (as to easements in favour of ASP 4)

INTERNATIONAL TRADE CENTRE PROPERTIES LTD. (Inc. No. BC0909412), of Suite 500 - North
Tower, 5811 Cooney Road, Richmond, BC V6X 3M1 (as to easements in favour of ASP 5)

CITY OF RICHMOND, of 6911 No. 3 Road, Richmond, BC V6Y 2C1 (as to the Section 219 Covenants
and Statutory Right of Way)

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ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION
MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL
DOCUMENT FORM.

**3. NATURE OF INTEREST
ADDITIONAL INFORMATION**

1. Section 2.1 (Schedule A, Row 1)
Over No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except Air Space Plan EPP73985
2. Section 2.1 (Schedule A, Row 2)
Over No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except Air Space Plan EPP73985
3. Section 2.1 (Schedule A, Row 3)
Over No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except Air Space Plan EPP73985

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4. Section 2.1 (Schedule A, Row 4)
Over No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except Air Space Plan EPP73985

5. Section 2.1 (Schedule A, Row 5)
Over No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except Air Space Plan EPP73985

6. Section 2.1 (Schedule A, Row 6)
Over PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West New Westminster District Plan EPP37734 Except Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985; and
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985

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ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION
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9. Section 2.1 (Schedule A, Row 9)
Over PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West New Westminster
District Plan EPP37734 Except Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985
- 10a. Section 2.1 (Schedule A, Row 10a)
Over No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New
Westminster District Air Space Plan EPP73985;
Dominant Lands:
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except
Air Space Plan EPP73985
- 10b. Section 2.1 (Schedule A, Row 10b)
Over No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New
Westminster District Air Space Plan EPP73985;
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except
Air Space Plan EPP73985

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- 10c. Section 2.1 (Schedule A, Row 10c)
Over No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New
Westminster District Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except
Air Space Plan EPP73985
- 10d. Section 2.1 (Schedule A, Row 10d)
Over No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New
Westminster District Air Space Plan EPP73985;
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except
Air Space Plan EPP73985
- 10e. Section 2.1 (Schedule A, Row 10e)
Over No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New
Westminster District Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except
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- 10f Section 2.1 (Schedule A, Row 10f)
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District Plan EPP37734 Except Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985
- 11a Section 2.1 (Schedule A, Row 11a)
Over No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New
Westminster District Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except
Air Space Plan EPP73985
- 11b Section 2.1 (Schedule A, Row 11b)
Over No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New
Westminster District Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except
Air Space Plan EPP73985

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- 11c Section 2.1 (Schedule A, Row 11c)
Over No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except Air Space Plan EPP73985
- 11d Section 2.1 (Schedule A, Row 11d)
Over No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except Air Space Plan EPP73985
- 11e Section 2.1 (Schedule A, Row 11e)
Over No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985; and
PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West NWD Plan EPP37734 Except Air Space Plan EPP73985

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- 11f Section 2.1 (Schedule A, Row 11f)
Over PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West New Westminster
District Plan EPP37734 Except Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985
12. Section 2.1 (Schedule A, Row 12)
Over PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West New Westminster
District Plan EPP37734 Except Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985
13. Section 2.1 (Schedule A, Row 13)
Over PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West New Westminster
District Plan EPP37734 Except Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985
15. Section 2.1 (Schedule A, Row 15)
Over PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West New Westminster
District Plan EPP37734 Except Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985

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17. Section 2.1 (Schedule A, Row 17)
Over PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West New Westminster
District Plan EPP37734 Except Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985
18. Section 2.1 (Schedule A, Row 18)
Over No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New
Westminster District Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985
19. Section 2.1 (Schedule A, Row 19)
Over PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West New Westminster
District Plan EPP37734 Except Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
20. Section 2.1 (Schedule A, Row 20)
Over PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West New Westminster
District Plan EPP37734 Except Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 4 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
No PID Number Air Space Parcel 5 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985
21. Section 2.1 (Schedule A, Row 21)
Over PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West New Westminster
District Plan EPP37734 Except Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;

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DOCUMENT FORM.

22. Section 2.1 (Schedule A, Row 22)
Over PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West New Westminster
District Plan EPP37734 Except Air Space Plan EPP73985
Dominant Lands:
No PID Number Air Space Parcel 1 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;
No PID Number Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985; and
No PID Number Air Space Parcel 3 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985;

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TERMS OF INSTRUMENT - PART 2
INTERNATIONAL TRADE CENTRE

**RECIPROCAL EASEMENTS, SECTION 219 COVENANTS, AND
STATUTORY RIGHT OF WAY**

THIS AGREEMENT is dated for reference as of _____, 2019

AMONG:

INTERNATIONAL TRADE CENTRE PROPERTIES LTD.
(Inc. No. BC0909412), a company incorporated under the laws
of the Province of British Columbia and having an office at
Suite 500 - North Tower, 5811 Cooney Road, Richmond, BC
V6X 3M1

(in its capacity as owner of ASP1 the "ASP1 Owner")

AND:

INTERNATIONAL TRADE CENTRE PROPERTIES LTD.
(Inc. No. BC0909412), a company incorporated under the laws
of the Province of British Columbia and having an office at
Suite 500 - North Tower, 5811 Cooney Road, Richmond, BC
V6X 3M1

(in its capacity as owner of ASP2, the "ASP2 Owner")

AND:

INTERNATIONAL TRADE CENTRE PROPERTIES LTD.
(Inc. No. BC0909412), a company incorporated under the laws
of the Province of British Columbia and having an office at
Suite 500 - North Tower, 5811 Cooney Road, Richmond, BC
V6X 3M1

(in its capacity as owner of ASP3, the "ASP3 Owner")

AND:

INTERNATIONAL TRADE CENTRE PROPERTIES LTD.
(Inc. No. BC0909412), a company incorporated under the laws
of the Province of British Columbia and having an office at
Suite 500 - North Tower, 5811 Cooney Road, Richmond, BC
V6X 3M1

(in its capacity as owner of ASP4, the "ASP4 Owner")

AND:

INTERNATIONAL TRADE CENTRE PROPERTIES LTD.

(Inc. No. BC0909412), a company incorporated under the laws of the Province of British Columbia and having an office at Suite 500 - North Tower, 5811 Cooney Road, Richmond, BC V6X 3M1

(in its capacity as owner of ASP5, the "ASP5 Owner")

AND:

INTERNATIONAL TRADE CENTRE PROPERTIES LTD.

(Inc. No. BC0909412), a company incorporated under the laws of the Province of British Columbia and having an office at Suite 500 - North Tower, 5811 Cooney Road, Richmond, BC V6X 3M1

(in its capacity as owner of the Remainder, the "Remainder Owner")

AND:

CITY OF RICHMOND, a municipal corporation pursuant to the *Local Government Act*, having its office at 6911 No. 3 Road, Richmond, BC V6Y 2C1

(the "City")

WHEREAS:

- A. The Owners are the registered owners of the Parcels, which have been subdivided and created from the Parent Parcel;
- B. The Owners have Constructed the Project (being integrated Developments within and on the Parcels) and each Owner requires Access over the Other Parcels for the Permitted Purposes set forth herein, in order to operate, manage and maintain their respective Developments;
- C. The Project consists of:
 - (i) four (4) commercial units along Bridgeport Road located on ASP1;
 - (ii) fourteen (14) storey luxury boutique hotel with approximately 110 rooms located on ASP2;
 - (iii) four (4) commercial units along West Road located on ASP3;
 - (iv) fifteen (15) office units along West Road located on ASP4 on levels 8 to 12 located on ASP4 of a 12-storey office building;

- (v) ninety-five (95) office units located on ASP5 on levels 5 to 10 of a ten-storey office building;
 - (vi) administrative offices and staff facilities located on ASP5 for the Hotel;
 - (vii) the Parkade being the five (5) level parking facility located on the Remainder, intended for the shared use of Owners and Users of the ASPs;
 - (viii) the Loading Bays;
 - (ix) the Garbage Rooms, for the use of the Owners and Users of the ASPs;
 - (x) the Bike Room - Commercial/Hotel, for the use of the Owners and Users of ASP4 and ASP5;
 - (xi) the Bike Room - Office for the use of the Owners and Users of ASP1, ASP2 and ASP3;
 - (xii) the Patio Amenity for the use of the Owners and Users of the ASPs;
 - (xiii) the Storage Rooms for the use of the owners and tenants of the ASPs;
 - (xiv) the Hotel Staff and Admin Rooms for the use of the employees of ASP2;
- D. Pursuant to Section 18(5) of the British Columbia *Property Law Act*, a registered owner in fee simple may grant to itself an easement over land that it owns for the benefit of other land that it owns in fee simple;
- E. The easements and covenants contained herein are required by the Owners and the easements, covenants and Section 219 covenants contained herein are required by the City as a condition of the subdivision of the Parent Parcel into the Parcels; and
- F. The City desires that the Owners grant to the City the statutory rights of way necessary for the operation and maintenance of the City's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the matters referred to in the foregoing recitals, the covenants and mutual agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by each of the Parcel Owners), the Owners for themselves and their respective successors and assigns, hereby acknowledge, agree, covenant, declare and grant as follows:

ARTICLE 1 – DEFINITIONS

1.1 Definitions

In this Agreement, the following terms have the following meanings unless the context otherwise requires:

- 1.1.1 “Access” has the following meanings:

- (a) with respect to Access to Pedestrian Access Routes, "Access" means to enter, go, pass and repass in, over and upon all or any part of the Pedestrian Access Routes which are situate on the respective Servient Tenement as the respective Dominant Owner may reasonably require, on foot and with or without wheelchairs and other similar aids for physically challenged persons, for the purpose of obtaining access to and egress from the respective Dominant Tenement;
- (b) with respect to Access to Vehicular Access Routes, "Access" means to enter, go, pass and repass in, over and upon all or any part of the Vehicular Access Routes as the respective Dominant Owner may reasonably require, on foot and with respect to parts thereof designated for use by vehicles, with vehicles (including bicycles), for the purpose of obtaining access to and egress from the Parkade;
- (c) with respect to Access to the Parkade, "Access" means to enter, go, pass and repass in, over and upon the Parkade as the respective Dominant Owner may reasonably require, on foot and with respect to parts thereof designated for use by vehicles, with vehicles (including bicycles), for the purpose of parking vehicles in Parking Spaces within and on the Parkade, subject to the terms of Schedule C;
- (d) with respect to Access to Service Rooms, "Access" means to enter, go, pass and repass in, over and upon those parts of the respective Servient Tenement as the respective Dominant Owner may reasonably require, with or without supplies, equipment and machinery, for the purposes of obtaining access to and egress from Service Rooms which are situate upon the respective Servient Tenement, in connection with the Construction or Repair of any Service Connections located within such Service Rooms that are required for the use of the Dominant Tenant;
- (e) with respect to Access to Fire Suppression Systems and Service Connections, "Access" means to enter, go, pass and repass in and upon those parts of the respective Servient Tenement as the respective Dominant Owner may reasonably require, with or without supplies, equipment and machinery, for the purposes of using, Constructing or Repairing any Fire Suppression Systems or Service Connections which are situate within the respective Servient Tenement and which are necessary for the use of the Fire Suppression Systems or Service Connections which are situate within the respective Dominant Tenement;
- (f) with respect to Access to a Development, "Access" means to enter, go, pass and repass in, over and upon those parts of the respective Servient Tenements as the respective Dominant Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purposes of Constructing or Repairing a Development or any part of a Development which is situate within the respective Dominant Tenement;
- (g) with respect to Access to the Common Areas and Facilities, "Access" means to enter, go, pass and repass in, over and upon those parts of the respective Servient Tenement as an Owner may reasonably require, with or without supplies, equipment, machinery and vehicles for the purposes of Constructing or Repairing the Common Areas and Facilities situate within the respective Servient Tenement and providing the Building Services thereto;

- (h) with respect to Access for Bike Room Purposes, Elevator Purposes, Garbage Room Purposes, and Storage Room Purposes, "Access" means to enter, go, pass and repass in, over and upon the respective Easement Areas as the respective Dominant Owner may reasonably require, with or without supplies and equipment, for the Bike Room Purposes, Elevator Purposes, Garbage Room Purposes, and Storage Room Purposes respectively;
 - (i) with respect to Access for Loading Bay Purposes, "Access" means to enter, go, pass and repass in, over and upon the Loading Bays as the respective Dominant Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the Loading Bay Purposes; and
 - (j) with respect to Access to the Hotel Staff Areas, means to enter, go, pass and repass in, over and upon those parts of the respective Servient Tenement as the respective Dominant Owner may reasonably require, with or without supplies, equipment and machinery, for the purposes of obtaining access to and egress from Hotel Staff Areas for Hotel Staff Area Purposes;
- 1.1.2 **"Annual Shared Costs Statement"** means the statement of the actual Shared Costs for a calendar year prepared by the Remainder Owner pursuant to Section 7.5;
- 1.1.3 **"ASP Owners"** means the registered and beneficial owners, from time to time, of each of the ASPs and includes the Transferees of such registered and beneficial owners and **"ASP Owner"** means any one of them, as the context requires. The current registered owner of each of the ASPs as of the date of this Agreement is International Trade Centre Properties Ltd.;
- 1.1.4 **"ASP1"** means Air Space Parcel 1 Block 5 North Range 6 West New Westminster District, Air Space Plan EPP73985, where four commercial strata lots along Bridgeport Road at ground level and levels 2 and 3 of the Project will be located (located at 8411 Bridgeport Road, Richmond, British Columbia);
- 1.1.5 **"ASP1 Owner"** means the registered and beneficial owner, from time to time, of ASP1 and includes the Transferee of such registered and beneficial owner. The current registered owner of ASP1 as of the date of this Agreement is International Trade Centre Properties Ltd.;
- 1.1.6 **"ASP2"** means Air Space Parcel 2 Block 5 North Range 6 West New Westminster District, Air Space Plan EPP73985, where the Hotel will be located (located at 8499 Bridgeport Road, Richmond, British Columbia);
- 1.1.7 **"ASP2 Owner"** means the registered and beneficial owner, from time to time, of ASP2 and includes the Transferee of such registered and beneficial owner. The current registered owner of ASP2 as of the date of this Agreement is International Trade Centre Properties Ltd.;
- 1.1.8 **"ASP3"** means Air Space Parcel 3 Block 5 North Range 6 West New Westminster District, Air Space Plan EPP73985, where four (4) commercial strata lots along West Road at ground level and levels 6 and 7 will be located (located at 8400 West Road, Richmond, British Columbia);

- 1.1.9 **"ASP3 Owner"** means the registered and beneficial owner, from time to time, of ASP3 and includes the Transferee of such registered and beneficial owner. The current registered owner of ASP3 as of the date of this Agreement is **International Trade Centre Properties Ltd.**;
- 1.1.10 **"ASP4"** means Air Space Parcel 4 Block 5 North Range 6 West New Westminster District, Air Space Plan EPP73985, where 15 office strata lots along West Road at levels 8 to 12 will be located (located at 8400 West Road, Richmond, British Columbia);
- 1.1.11 **"ASP4 Owner"** means the registered and beneficial owner, from time to time, of ASP4 and includes the Transferee of such registered and beneficial owner. The current registered owner of ASP4 as of the date of this Agreement is International Trade Centre Properties Ltd.;
- 1.1.12 **"ASP5"** means Air Space Parcel 5 Block 5 North Range 6 West New Westminster District, Air Space Plan EPP73985, where 95 office strata lots along Bridgeport Road at levels 5 to 10 will be located (located at 8477 Bridgeport Road, Richmond, British Columbia);
- 1.1.13 **"ASP5 Owner"** means the registered and beneficial owner, from time to time, of ASP5 and includes the Transferee of such registered and beneficial owner. The current registered owner of ASP5 as of the date of this Agreement is International Trade Centre Properties Ltd.;
- 1.1.14 **"ASPs"** means all of ASP1, ASP2, ASP3, ASP4 and ASP5 collectively and **"ASP"** means any one of them, as the context requires;
- 1.1.15 **"Bike Room - Commercial/Hotel"** means the room (N105) on the first floor of the Parkade intended and designated for use by the Users of ASP1, ASP2 and ASP3 to use for the storage of their bicycles (which may be locked to bicycle racks located within such Bike Room);
- 1.1.16 **"Bike Room - Office"** means the room (S102) on the first floor of the Parkade intended and designated for use by the Users of ASP4 and ASP5 to use for the storage of their bicycles (which may be locked to bicycle racks located within such Bike Room);
- 1.1.17 **"Bike Room Purposes"** means the use of the Bike Rooms by the Users of the ASPs for the purposes of parking and storing their bicycles (which may be locked to bicycle racks located within the Bike Rooms), under the management of the Remainder Owner;
- 1.1.18 **"Bike Rooms"** means collectively the Bike Room - Office and Bike Room - Commercial/Hotel and **"Bike Room"** means either one of them as the context requires;
- 1.1.19 **"Blanket"** as used in a row in Column 3 of Schedule A, means an easement over all of the Servient Tenement identified in Column 1 of the same row of Schedule A;
- 1.1.20 **"Budgeted Shared Costs"** means the budgeted amount of the Shared Costs for a calendar year, as determined by the Remainder Owner pursuant to Section 7.2;
- 1.1.21 **"Building Code"** means the British Columbia Building Code (2006) and all amendments thereto or replacements thereof;
- 1.1.22 **"Building Services"** means, without duplication:

- (a) security and alarm monitoring services required for the safe and prudent use of the Parcels in accordance with standards for security for comparable developments in the Greater Vancouver Regional District and in compliance with all applicable requirements of insurers, fire departments and City by-laws;
 - (b) cleaning and janitorial services required in order to maintain those portions of the Common Areas and Facilities used by Dominant Owners or Users of their Dominant Tenements for Access to Pedestrian Access Routes in a clean, neat and tidy condition and to the standard maintained for comparable developments in the Greater Vancouver Regional District;
 - (c) providing, installing, maintaining and Repairing signs and directions of a consistent style, format and level of quality in those portions of the Common Areas and Facilities used by Dominant Owners or Users of their Dominant Tenements for Access to Pedestrian Access Routes, including signs in elevators, stairwells and corridors as required for direction to Owners and Users;
 - (d) providing, installing, maintain and Repairing the ITC Signage;
 - (e) managing the use of the Loading Bays by the Owners and Users of the Dominant Tenements thereof;
 - (f) cleaning and janitorial services, providing, installing, maintaining and Repairing signs for the Parkade and managing the use of the Parkade by the Owners and Users;
 - (g) payment of Utility Costs;
 - (h) any other services described in Schedule C hereto; and
 - (i) in respect of Building Services for the ASPs, managing the use of the Garbage Rooms, the Storage Rooms, the Patio Amenity, the Bike Rooms, the Grease Interceptor and the Commercial Boiler by the ASP Owners and the Users of the ASP Owners;
- 1.1.23 **“Certified Professional”** means an architect or engineer who has been recognized as qualified as a certified professional by the City and who has been retained by the Owners to advise them regarding compliance of the Project with the Building Code;
- 1.1.24 **“Certified Professional Report”** means the certified professional report dated May 22, 2018, prepared by Lawrence Dobbs of Jensen Hughes and attached hereto as Schedule E;
- 1.1.25 **“City”** and **“City of Richmond”** means the City of Richmond and is called the “City” when referring to the corporate entity and “City of Richmond” when referring to the geographic location;
- 1.1.26 **“City Personnel”** means the City’s officials, officers, employees, agents, contractors, subcontractors, permittees and invitees;
- 1.1.27 **“Claims and Expenses”** means any and all actions, causes of action, suits and claims, whether at law or in equity, and losses, expenses, costs (including legal costs on a solicitor-client basis) and damages, of any kind or nature whatsoever, including, without limitation, any and all claims of third parties;
- 1.1.28 **“Commercial Boiler”** means the commercial boiler located on the fifth floor of the Parkade but intended for use by the Users and Owners of ASP1, ASP2 and ASP3;

- 1.1.29 **"Common Areas and Facilities"** means the Fire Suppression Systems, Service Connections, Service Rooms, Pedestrian Access Routes, Vehicular Access Routes, Garbage Rooms, Patio Amenity, Storage Rooms, Commercial Boiler, Grease Interceptor, the Exterior Elements and other areas, facilities, systems and equipment located in or upon a Parcel which are for the common use and benefit of some or all of the Owners pursuant to the easements herein granted;
- 1.1.30 **"Common Wall"** means any wall which is owned jointly by any two or more Owners and which separates their respective Parcels from each other;
- 1.1.31 **"Construction"** means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, relocate, remove or renew and all other activities or other work incidental or related thereto and **"Construct"**, **"Constructing"** and **"Constructed"** have corresponding meanings;
- 1.1.32 **"Damaged Development"** has the meaning set out in section 8.1;
- 1.1.33 **"Development Permit"** means Development Permit no. 12-624180 issued by the City in respect of the Parent Parcel and the Developments;
- 1.1.34 **"Developments"** means in respect of each of the Parcels, all buildings, erections, improvements and other structures from time to time situate within or upon the Parcels and **"Development"** means any one of them;
- 1.1.35 **"Dominant Owners"** means the registered owners from time to time of the Dominant Tenements and **"Dominant Owner"** means any one of them;
- 1.1.36 **"Dominant Tenement"** means the Parcel or Parcels described in a row in Column 2 of Schedule A hereto, having the benefit of an easement over a Servient Tenement or a portion of a Servient Tenement described in the same row of Column 1 of Schedule A hereto;
- 1.1.37 **"Easement Areas"** means the Servient Tenements or portions thereof identified in Column 3 of Schedule A;
- 1.1.38 **"Elevator Purposes"** means obtaining Access over an Easement Area for the purposes of:
- (a) using the elevators in the Project;
 - (b) installing, operating, maintaining, Repairing and replacing the elevators in the Project; and
 - (c) installing, operating, maintaining, Repairing and replacing equipment and ancillary works required for the use and operation of the elevators in the Project;
- 1.1.39 **"Equivalencies"** has the meaning set out in section 9.1.11;
- 1.1.40 **"Equivalency Requirements"** means the respective rights, obligations, acknowledgments and agreements set out in the Certified Professional Report that are required in order for the Project to comply with the requirements of the Building Code;
- 1.1.41 **"Exterior Elements"** means the exterior elements of the Developments within the Parcels, including:

- (a) all components of the roofs of the Developments, including roof membranes and including all trusses, braces, supports and similar elements that support such roofs; and
 - (b) the exterior walls, windows and cladding systems of each of the Developments within each of the Parcels;
- 1.1.42 **"FAES"** means FortisBC Alternative Energy Services Inc. (Inc. No. BC0746680);
- 1.1.43 **"FAES Commercial-Office Component Service Agreement"** means the agreement under which FAES will provide Thermal Energy Services to each of Developments located within ASP1, ASP3, ASP4, ASP5 and the Remainder, as may be amended from time to time;
- 1.1.44 **"FAES Hotel Service Agreement"** means the agreement under which FAES will provide Thermal Energy Services to the Hotel, as may be amended from time to time;
- 1.1.45 **"FAES Service Agreement"** means collectively, the FAES Commercial-Office Component Service Agreement and the FAES Hotel Service Agreement;
- 1.1.46 **"Fire Suppression Systems"** means all fire-fighting, fire suppression and fire prevention systems and equipment from time to time situate within the Parcels and includes all smoke evacuation, fire alarm and sprinkler systems and the facilities providing water or electricity to such equipment and systems;
- 1.1.47 **"Garbage Room - ASP1 and ASP5"** means the garbage and recycling rooms located on the 1st floor of the Remainder (described as room S105), but intended for the use of the ASPs, for the storage, disposal or compacting of garbage and recycling materials;
- 1.1.48 **"Garbage Room - ASP3 and ASP4"** means the garbage and recycling rooms located on the 1st floor of the Remainder (described as room N106), but intended for the use of the ASPs, for the storage, disposal or compacting of garbage and recycling materials;
- 1.1.49 **"Garbage Rooms"** means collectively, the Garbage Room - ASP1 and ASP5, Garbage Room ASP3 and ASP4 and the Hotel Garbage Room and **"Garbage Room"** means any one of them as the context requires;
- 1.1.50 **"Garbage Room Purposes"** means the use of the storage, disposal, compacting and recycling facilities situated within the Garbage Rooms by the Users of the ASPs, under the management of the Remainder Owner;
- 1.1.51 **"Grease Interceptor"** means the grease interceptor located on the fifth floor of the Parkade but intended for the use of the Users of ASP1, ASP2 and ASP3;
- 1.1.52 **"Hotel"** means the 14-storey luxury boutique hotel with approximately 100 hotel rooms, signature restaurant and a bar located on the 12th and 13th stories, to be constructed within ASP2;
- 1.1.53 **"Hotel Garbage Room"** means the garbage and recycling room located on the 1st floor of the Remainder (described as room C109), but intended for the use of ASP2, for the storage, disposal or compacting of garbage and recycling materials;
- 1.1.54 **"Hotel Signage"** means the signage for the benefit of the Hotel;

- 1.1.55 **“Hotel Staff and Admin Rooms”** means the rooms located on the 5th floor of ASP5 but intended for the use of the employees of ASP2 for Hotel Staff Area Purposes;
- 1.1.56 **“Hotel Staff Area Purposes”** means the use of the Hotel Staff and Admin Rooms by the Users of ASP2 for the purposes of administrative and staff areas related to the use of the Hotel;
- 1.1.57 **“Insured Property”** means a Parcel and the Development situate therein or thereon, as the case may be, owned by an Owner, in each case, that has agreed to take out and maintain insurance as provided in Section 6.9 for itself and the benefit of the Other Owners;
- 1.1.58 **“Interference”** means, as the context requires herein, to unreasonably or unduly interfere with, endanger, impede or disturb any one or more of the following:
- (a) the Access to or the Construction, Repair, operation, use or enjoyment of any Development, Support Structure, Service Connection, Service Room or Fire Suppression System or the Pedestrian Access Routes, Vehicular Access Routes, Parkade, Bike Rooms, Storage Rooms, Hotel Staff and Admin Rooms, Patio Amenity, Commercial Boiler, Grease Interceptor, Garbage Rooms, and Loading Bays;
 - (b) the exercise of the rights and easements hereby granted; or
 - (c) the use or enjoyment of any of the Servient Tenements or any part thereof that is subject to the rights and easements hereby granted,
- and **“Interfere”** has a corresponding meaning;
- 1.1.59 **“ITC Signage”** means the signage for the benefit of the Owners of all Parcels, including the signage on the roof and that portion of the podium signage displaying “International Trade Centre” substantially as shown on Schedule E, subject to changes required by the City;
- 1.1.60 **“Loading Bay Purposes”** means the use of the Loading Bays for the purposes of loading and unloading goods, supplies and other materials required by or for the benefit of the Owners and Users of the respective Dominant Tenements, but does not include the right to park on the Loading Bays for any period of time in excess of the time reasonably required to undertake such loading or unloading, as determined by the Remainder Owner;
- 1.1.61 **“Loading Bays”** means collectively the Loading Bay - River Road, Loading Bay - West Road, Loading Bays - Bridgeport and Loading Bays - Bridgeport - Commercial/Office, and **“Loading Bay”** means any one of them as the context requires, all as generally shown on the plan attached hereto as Schedule B;
- 1.1.62 **“Loading Bays - Bridgeport”** means the loading bay, ramps and ancillary works situate within the ASP1 and ASP2, intended for use by the ASP1 Owner and the ASP2 Owner;
- 1.1.63 **“Loading Bays - Bridgeport - Commercial/Office”** means the loading bay, ramps and ancillary works situate within ASP1 and intended for use by the ASP3 Owner and the ASP4 Owner;
- 1.1.64 **“Loading Bay - River Road”** means the loading bay, ramps and ancillary works situate within the Remainder, intended for use by the ASP1 Owner and the ASP5 Owner;

- 1.1.65 **“Loading Bay - West Road”** means the loading bay, ramps and ancillary works situate within the Remainder, intended for use by the ASP2 Owner and the ASP3 Owner;
- 1.1.66 **“Major Damage”** occurs when:
- (a) the improvements within a Parcel or Parcels are damaged or destroyed to the extent of at least 35% of the full replacement cost thereof;
 - (b) the improvements within a Parcel or Parcels are condemned; or
 - (c) the insurers for any or all of the Parcels, pursuant to policies of insurance maintained in accordance with this Agreement, elect to treat the damage or destruction to the Parcel or Parcels in question as a total loss,
- provided that the determination of the extent of damage or destruction as provided in this Agreement will be made by a professional engineer chosen by the Owner or Owners who have suffered such damage or destruction;
- 1.1.67 **“Modification to this Agreement”** means any change, addition to or reduction of the easements, covenants and Section 219 covenants granted herein and includes all new and subsequently granted easements, covenants and Section 219 covenants granted by the Servient Owners from time to time to and for the benefit of the respective Dominant Tenements and the Dominant Owners thereof, or to and for the benefit of the City, as the case may be;
- 1.1.68 **“Other Owners”** means, in connection with a covenant made or an easement granted by one Owner, Servient Owner, Dominant Owner, or Owner of a Parcel, as the case may be, all of the other Owners, Servient Owners, or Dominant Owners, as the case may be and **“Other Owner”** means any one of them, as the context requires;
- 1.1.69 **“Other Parcels”** means the Parcels, Servient Tenements, or Dominant Tenements, as the case may be, owned by the Other Owners and **“Other Parcel”** means any one of them, as the context requires;
- 1.1.70 **“Owners”** means the registered and beneficial owners, from time to time, of each of the Parcels and includes the Transferees of such registered and beneficial owners and **“Owner”** means any one of them, as the context requires. The current registered owner of each of the Parcels as of the date of this Agreement is **International Trade Centre Properties Ltd.**;
- 1.1.71 **“Parcels”** means all of the Remainder, ASP1, ASP2, ASP3, ASP4 and ASP5 collectively and **“Parcel”** means any one of them, as the context requires;
- 1.1.72 **“Parent Parcel”** means PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 New Westminster District Plan EPP37734 being the lot which was subdivided by way of an air space plan to create the Parcels;
- 1.1.73 **“Parkade”** means the five (5) level parking facility (including any parking gates) located on the Remainder which is for the shared use of the Users of the ASPs;
- 1.1.74 **“Parkade Costs”** means the costs and expenses incurred by the Remainder Owner in connection with:
- (a) the Repair and Construction of the Parkade; and

- (b) the cost of maintaining, Repairing, managing and operating the Parkade pursuant to Schedule D,
- which are to be borne by the ASP Owners as a Shared ASP Cost, as set forth in Section 1 of Schedule C;
- 1.1.75 **"Parking Space"** means an off-street parking space for the parking of a vehicle;
- 1.1.76 **"Patio Amenity"** means the common patio amenity located on the sixth floor of the Remainder which is intended and designated for use as an outdoor amenity for the Users of ASP1, ASP2, ASP3, ASP4 and ASP5;
- 1.1.77 **"Pedestrian Access Routes"** means, subject to the limitations set forth herein, those parts of the Parcels, including corridors, stairs, stairwells and elevators within the Parcels for, or for the purpose of, or are intended for the purpose of, pedestrian access and ingress:
- (a) to and from the Parkade;
 - (b) to and from the streets adjacent to the Parcels;
 - (c) between the Parcels;
 - (d) to and from the Loading Bays, the Garbage Rooms, the Bike Rooms, the Storage Rooms, the Patio Amenity, Hotel Staff and Admin Rooms, the Grease Interceptor, the Commercial Boiler and the Service Rooms; and
 - (e) to and from and use as a pedestrian pathway, the public areas from time to time existing within a Parcel;
- including without limitation all emergency exits and routes (including corridors, stairs and stairwells) out of a Development on the Parcels;
- 1.1.78 **"Permitted Purposes"** means the purposes for which the easements described in Section 2.1 and Schedule A hereof are granted, as described in Column 4 of Schedule A hereto;
- 1.1.79 **"Podium Signage"** means the signage on the podium sign that is not for the benefit of the Owners of all Parcels;
- 1.1.80 **"Prime Rate"** means at any time, the *per annum* rate of interest published by the main branch in the City of Vancouver of the Bank of Nova Scotia or its successor at such time as its reference rate for setting rates of interest on loans in Canadian dollars and referred to by such bank as its "Prime Rate", provided however, that if the bank publishes more than one reference rate at any time, the Prime Rate shall be the highest thereof;
- 1.1.81 **"Project"** means the development consisting of the Remainder, ASP1, ASP2, ASP3, ASP4 and ASP5 collectively, and all of the improvements thereon, collectively known as "Intentional Trade Centre";
- 1.1.82 **"Project Covenants"** means the covenants made by an Owner to one or more of the Other Owners pursuant to Article 6 and Article 7;
- 1.1.83 **"Project Easements"** means those easements granted pursuant to Section 2.1 by the Servient Owners for the benefit of the Dominant Tenements and the Dominant Owners, that are identified in Rows 1 to 23 inclusive of Schedule A and **"Project Easement"** means any one of them;

- 1.1.84 **“Property Taxes”** means the property taxes, charges, parking taxes and other assessments, levies and taxes on a given parcel of property, as determined by the British Columbia Assessment Authority;
- 1.1.85 **“Remainder”** means the land and improvements located at 8477 Bridgeport Road, Richmond, British Columbia, legally described as PID: 029-611-598 Lot 1 Section 21 Block 5 North Range 6 West New Westminster District Plan EPP37734 Except: Part Subdivided by Air Space Plan EPP73985, where the Parkade will be located;
- 1.1.86 **“Remainder Owner”** means the registered and beneficial owner, from time to time, of the Remainder and includes the Transferee of such registered and beneficial owner. The current registered owner of the Remainder as of the date of this Agreement is International Trade Centre Properties Ltd.;
- 1.1.87 **“Repair”** means:
- (a) to inspect, test and examine any Development from time to time that is situate on or within the respective Servient Tenements (including any Support Structures, Service Rooms, Service Connections, or Fire Suppression Systems or Exterior Elements from time to time situate within the respective Servient Tenements), for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result with reasonable likelihood in a loss of Access to, Support for or use of the Development within the respective Dominant Tenement or Interference with any of the easements herein granted for the benefit of the respective Dominant Tenements of such Servient Tenements;
 - (b) to remedy any defect and to repair any damage to or replace any element of any Development that is situate within the respective Servient Tenements (including any Support Structures, Service Rooms, Service Connections, Fire Suppression Systems or Exterior Elements situate within the respective Servient Tenements), which has resulted or is reasonably likely to result in a loss of Access to, Support for or use of the Development within the respective Dominant Tenement or Interference with any of the easements herein granted for the benefit of the respective Dominant Tenements of such Servient Tenements;
 - (c) to keep in good and proper state of repair, normal wear and tear excepted and in a clean and safe condition as would a prudent owner from time to time;
 - (d) to take any action reasonably necessary to remedy any failure of a Servient Owner in each case to provide the respective Pedestrian Access Routes or the Vehicular Access Routes and Access to the Parkade, as the case may be, or any other access and egress which it is required to provided hereunder;
 - (e) with respect to the Common Areas and Facilities, in addition to the foregoing meanings of Repair, to operate, repair, maintain, service, replace and clean any portion of the Common Areas and Facilities as required in order to ensure and permit the use and operation of the Developments on and within the Parcels as an integrated, first-class development, comparable to other developments of similar size and quality in the Greater Vancouver Regional District; and

- (f) with respect to the Parkade, to operate, light, repair, maintain, landscape, service, replace and clean the Parkade, as the case may be, as required in order to ensure and permit the use of the Parkade in a safe, well-lit, clean and tidy condition, comparable to parking facilities in similar developments in the Greater Vancouver Regional District;
- and “**Repairing**” and “**Repaired**” have a corresponding meaning;
- 1.1.88 “**Section 219**” means section 219 of the British Columbia *Land Title Act*;
- 1.1.89 “**Secured Areas**” means the area containing the Thermal Energy System and those Easement Areas which are not meant to be accessed by all Users, including, without limitation, the Service Rooms and any Easement Areas containing the Fire Suppression System, Service Connections, the Commercial Boiler or the Grease Interceptor, and “**Secured Area**” means any one of them;
- 1.1.90 “**Service Connections**” means any and all machinery, equipment (including mechanical equipment and generators), pipes, conduits, wires, cables, chutes, ducts, vents, ventilation shafts or other vertical service spaces, circuit breakers, meters, boilers, water tanks, light fixtures, heating and ventilating equipment, elevators, escalators and other devices and systems (including all ancillary appliances and equipment) which are required for and in connection with the provision and supply of any and all services and utilities to a Development, including gas, Thermal Energy Services, electricity, water (including water for any water feature or fountain), steam, sewer and drainage systems, air intake, air exhaust, ventilation, fire and emergency alarms and systems, sprinklers and standpipe systems, security systems and telephone, radio, television, cablevision, computer and other communication signals in any form whatsoever;
- 1.1.91 “**Service Rooms**” means any and all rooms and other spaces (whether or not enclosed) in the respective Servient Tenements which are used for housing or containing Service Connections;
- 1.1.92 “**Servient Owners**” means the respective registered owners from time to time of the Servient Tenements and “**Servient Owner**” means any one of them;
- 1.1.93 “**Servient Tenement**” means a Parcel described in a row in Column 1 of Schedule A hereto that is charged by an easement in favour of the Dominant Tenement described in the same row of Column 2 of Schedule A hereto;
- 1.1.94 “**Shared Cost Payments**” means the payments to be made by each of the Owners on account of their respective share of Shared Costs as contemplated pursuant to Sections 7.1, 7.3, 7.4 and 7.5 and, with respect to any Owner, any amounts added to the Shared Costs payable only by such Owner as herein provided, together with all interest thereon pursuant to Section 7.6;
- 1.1.95 “**Shared Costs**” has the meaning as defined in Part 2 of Schedule C;
- 1.1.96 “**Shared Utilities**” means all utilities (including power, telecommunications, gas, Thermal Energy Services, water and sanitary sewer utilities) provided by utility companies, the City or municipal, regional or Provincial authorities to the Parcels, that are not separately metered or assessed to the respective Owners;

- 1.1.97 **“Statutory Rights of Way”** means the statutory rights of way in favour of the City granted herein, set out in Section 10.1;
- 1.1.98 **“Storage Areas”** means those parts of the 4th level of the Parkade which are intended and designated for use as a storage area for the Users of ASP1, ASP2, ASP3, ASP4 and ASP5;
- 1.1.99 **“Support”** means support, by means of Support Structures located on a Servient Tenement, of a Development within a Dominant Tenement;
- 1.1.100 **“Support Structures”** means any and all structural elements from time to time within the respective Servient Tenement which are required to support a Development that is situate within the respective Dominant Tenement, including, without limitation, anchors, foundations, columns, footings, supporting walls, floors and ceilings, beams, bents, brackets, bracings and grade or tie beams;
- 1.1.101 **“Thermal Energy Services”** means space heating and cooling and domestic hot water services provided by the Thermal Energy System;
- 1.1.102 **“Thermal Energy System”** means the utility infrastructure and equipment, excluding the system located inside a Development and connected to the Thermal Energy System used for distributing the Thermal Energy Servicing with the Development, used to provide thermal energy to the Project and for the exchange of thermal energy between the Project and adjacent properties, located underground and adjacent to or under or within the Developments and within Service Rooms and connected up to the base building system, and further including all components, hardware and software of the control system used to operate such infrastructure and equipment;
- 1.1.103 **“Thermal Energy System Costs”** means all costs associated with the Thermal Energy System;
- 1.1.104 **“Transferee”** means any party to whom an Owner may from time to time sell, convey or transfer its interest in the Parcel owned by such Owner;
- 1.1.105 **“Users”** means the tenants from time to time of all or any part of each of the Parcels, and the employees, servants, agents, contractors, invitees and licensees of such tenants and of the Owners of the respective Parcels;
- 1.1.106 **“Utility Costs”** means all costs, including Thermal Energy System Costs, fees, levies, assessments or other amounts charged by utility companies, the City or municipal, regional or Provincial authorities on account of the provision of Shared Utilities to the Parcels;
- 1.1.107 **“Vehicular Access Routes”** means those parts of the Parcels at, above or below street level which are from time to time designated by the Owners of the Parcels, respectively, for, or are used or intended to be used for ramps and circulation lanes for vehicular entrance, movement and exit to and from the Parkade, provided however that the Loading Bays and any other truck parking areas and loading bays shall not be part of a Vehicular Access Route;

1.2 Schedules

The following Schedules are attached hereto and made part of this Agreement:

- (a) Schedule A – Easements
- (b) Schedule B – Plan of Loading Bays
- (c) Schedule C – Allocation of Shared Costs
- (d) Schedule D – Restrictions on Parking
- (e) Schedule E - Certified Professional Report

1.3 References and Headings

The references “hereunder”, “herein” and “hereof” refer to the provisions of this Agreement and references to Articles, Sections and Schedules herein refer to Articles, Sections or subsections of or Schedules to this Agreement. The headings of the Articles, Sections, Schedules and any other headings, captions or indices herein are inserted for convenience of reference only and shall not be used in any way in construing or interpreting any provision hereof. Any reference to time shall refer to Pacific Standard Time or Pacific Daylight Saving Time, during the respective intervals in which each is in force in the Province of British Columbia.

1.4 Singular/Plural and Derivatives

Whenever the singular or masculine or neuter is used in this Agreement or in the Schedules, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a derivative of such term shall have a corresponding meaning unless the context otherwise requires.

1.5 Including

The word “including”, when following any general term or statement, and whether or not it is followed by such words as “without limitation”, is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, and the general term or statement will be interpreted to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.

1.6 Statutory References

Any reference to a statute or by-law of any governmental authority shall include and shall be deemed to be a reference to such statute or by-law and to the regulations or orders made pursuant thereto and all amendments made thereto and in force from time to time, and to any statute, by-law, regulation or order that may be passed which has the effect of supplementing the statute or by-law so referred to or the regulations or orders made pursuant thereto.

1.7 Parties

Any reference to a party herein shall be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, tenants, licensees and invitees of such parties wherever the context so permits or requires.

1.8 Currency

All dollar amounts referred to in this Agreement are in Canadian dollars.

ARTICLE 2 – GRANT OF EASEMENTS

2.1 Grant of Easements

The Servient Owners of the Servient Tenements described in each row in Column 1 of Schedule A hereto, hereby grant and convey in perpetuity to the Dominant Owners of the Dominant Tenements in each case described in the same row of Column 2 of Schedule A hereto, for the use and enjoyment of the Dominant Owners of such Dominant Tenements in common with the Servient Owners of such Servient Tenements, and all other persons now or hereafter having the express or implied permission of such Servient Owners or having a similar right as herein granted, the full, free and uninterrupted right, liberty and easement at all times and from time to time to enter in, over and upon the Easement Area in each case described in the same row of Column 3 of Schedule A hereto, for the Permitted Purposes in each case described in the same row of Column 4 of Schedule A hereto and for all other acts, things or matters necessary or incidental to such Permitted Purposes, and the Dominant Owners of such Dominant Tenements shall have free and uninterrupted Access to and through such Easement Areas for such Permitted Purposes and for all other acts, things or matters necessary or incidental to such Permitted Purposes, TO HAVE AND TO HOLD such Easement Areas appurtenant to such Dominant Tenements and as a burden on such Servient Tenements forever, subject only to the terms and conditions herein contained.

2.2 Users

Each of the Servient Owners acknowledge and agree that the easements granted herein over their respective Servient Tenements in favour of the respective Dominant Tenements thereof, may be exercised by the Users of such Dominant Tenements, subject always to the limitations and reservations on the exercise of such easements contained herein.

ARTICLE 3 – LIMITATIONS, RESTRICTIONS AND RESERVATIONS

3.1 Limitations on Project Easements

The Owners and the City acknowledge and agree that, notwithstanding the generality of the grant of the Project Easements for the Permitted Purposes pursuant to Section 2.1 and Rows 1 to 15 inclusive of Schedule A and the Section 219 covenant granted in Section 9.1, the foregoing grants of the Project Easements are limited as follows:

- 3.1.1 **Reasonable Access and Exercise** - In exercising its rights under the Project Easements, each Dominant Owner shall only use those portions of the respective Servient Tenement to which it is reasonable for the Dominant Owner to have Access for the Permitted Purposes in each case and to the extent that any Project Easement granted herein for the benefit of a Dominant Tenement is not reasonably required by such Dominant Tenement or the Dominant Owner thereof, the Dominant Owner of such Dominant Tenement shall not exercise such Project Easement. For certainty, for the Loading Bays, the Dominant

Owner will use only those portions of the respective Servient Tenement for Loading Bay Purposes as follows:

- (a) the Loading Bay - River Road will be limited to that area shown as "Area "A"" on the plan attached as Schedule B;
- (b) the Loading Bay - West Road will be limited to that area shown as "Area "B"" on the plan attached as Schedule B;
- (c) the Loading Bays - Bridgeport - Commercial Office will be limited to those areas shown as "Area "C"" and "Area "D"" on the plan attached as Schedule B; and
- (d) the Loading Bays - Bridgeport will be limited to those areas shown as "Area "E"" and "Area "F"" on the plan attached as Schedule B;

- 3.1.2 **Designation of Exclusive Use Area** - The Project Easements that are granted herein for Access to Pedestrian Access Routes do not include the right of, and have not been granted to permit, entry or passage in, over and upon any elevator or other specified area which the respective Servient Owner may now or hereafter reasonably designate for the exclusive use of the respective Servient Owner. For certainty, the ASP2 Owner may limit the use of the elevator in ASP2 by requiring key card access to any floors containing Hotel suites;
- 3.1.3 **No Parking on Vehicular Access Routes** - The Project Easements that are granted herein for Access to Vehicular Access Routes do not include the right to park and have not been granted for the purpose of parking vehicles on the Vehicular Access Routes; and
- 3.1.4 **Notice** - The Project Easements that are granted herein for the purposes of use, Access to, Repair and Construction of Developments, Service Rooms, Service Connections, and Fire Suppression Systems, and Repair of Common Areas and Facilities may only be exercised by the respective Dominant Owner after not less than five (5) days' prior written notice to the respective Servient Owner, except in the case of emergency when no notice will be required.
- 3.1.5 **Secured Areas** - Despite the grant of the Project Easements, certain Easement Areas will be Secured Areas and accessible only by key, fob, access card or other similar device, and that if any User of the ASPs does not have a key, fob, access card or other similar device to access such Secured Area then such access will only be conducted under escort by:
- (a) in the case of the ASPs, under the direct supervision of one or more members of the ASP Owners' appointed council or the property manager(s) appointed by the ASP Owners or any other authorized personnel for the ASP Owners; and
 - (b) in the case of the Remainder, under the direct supervision of the Remainder Owner or direct supervision of the property manager(s) appointed by the Remainder Owner or any other authorized personnel for the Remainder Owner,
- all of whom shall co-ordinate any such activity with all applicable Owners or the property manager(s) appointed by the applicable Owners to their respective Parcels.

For clarity, access to the Easement Areas, including the Secured Areas, containing any part of the Service Connections and/or Fire Suppression System will be carried out by the Owners in accordance with Section 6.1.5.

- 3.1.6 **Thermal Energy System** - Despite the grant of the Project Easements, the Thermal Energy System is and remains at all time owned by FAES.

3.2 Reservations to Servient Owners

Notwithstanding the easements granted pursuant to Section 2.1 and Schedule A and the Section 219 covenant granted in Section 9.1, there is hereby reserved to the respective Servient Owners, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time:

- 3.2.1 **Temporary Interruptions** - To temporarily interrupt the use and enjoyment by the respective Dominant Owners of their respective easements and rights on and over the respective Easement Areas for the purposes of:

- (a) Constructing Service Connections in, upon, over, under or through an Easement Area as the respective Servient Owner may reasonably require or may deem expedient;
- (b) Constructing or Repairing any Development now or hereafter placed in, upon, over or under any portion of the respective Servient Tenement as the respective Servient Owner may require or may deem expedient; or
- (c) using an Easement Area for any other purpose;

in any manner which does not, in each case, unreasonably Interfere with the support, security or efficient functioning of the Development situate within the respective Dominant Tenement or the Access to and the enjoyment of the respective Dominant Tenement and the exercise of the easements and rights granted for the benefit of the respective Dominant Tenement and the Dominant Owners thereof, provided that any such interruption is as short as reasonably possible, not less than five (5) days' notice of the intended interruption is provided (except in the case of emergency when no notice shall be required), interruptions are scheduled, to the extent reasonably possible, to occur outside the peak traffic hours of the Owner of the Dominant Tenement and reasonable measures are taken by the respective Servient Owner, during the period of the interruption, to provide the respective Dominant Owner with adequate alternative easement benefits so interrupted to the extent reasonably possible in the circumstances;

- 3.2.2 **Rules and Regulations** - To make, amend, enforce and rescind reasonable rules and regulations governing, restricting or affecting the manner in which an Easement Area or any part or parts thereof may be used or enjoyed, including restrictions on the extent to which Users of a Dominant Tenement may exercise the easements granted herein for the benefit of such Dominant Tenement, and to take all such reasonable actions as may be necessary to enforce or prevent any breach of such rules and regulations, provided that such rules and regulations are solely for the purpose of regulating the hours of use, enjoyment, safety, cleanliness, management, maintenance or operation of an Easement Area or any part or parts thereof and that such rules and regulations apply equally to the

Dominant Owners and the Servient Owners and shall not treat any of them differently from the others; and

- 3.2.3 **Grant Rights of Way** - To grant statutory rights of way or easements in favour of the City or other governmental entity or any public utility or public authority over an Easement Area or any portion thereof as may reasonably be required.

3.3 Reservations for Control of Parking

Notwithstanding the Project Easement granted herein for Access to the Parkade, there is hereby reserved to the Remainder Owner the right at all times hereafter and from time to time to restrict the use of the Parkade by the Dominant Owners and Users of the Dominant Tenements thereof, in the manner provided pursuant to Schedule D.

ARTICLE 4- MODIFICATIONS OF EASEMENTS

4.1 Replacement Easements

As an integral part of the grant of the easements contained herein, subsequent to or in contemplation of damage to, demolition or destruction of or renovations to any Development which is situate within a Parcel, or in contemplation of the Construction of an additional Development upon a Servient Tenement, the Servient Owner shall, if so requested by the applicable Other Owners and the City in writing, duly execute in registrable form and deliver to such Other Owners such Modification to this Agreement in a form and on such terms and conditions as the Servient Owner and the respective Other Owners and the City in each case shall agree, each acting reasonably. There shall be no compensation or valuable consideration payable to such Servient Owner therefor. It is the intent of the Owners and the City that any Modification to this Agreement shall be at least equal in utility, security, value and convenience to the respective Other Owners and the City as the easements, covenants, statutory right of way, and Section 219 covenants granted hereunder and, provided that such Modification to this Agreement are so equal, it is also intended that any such Modification to this Agreement shall Interfere as little as possible with the use and enjoyment of the respective Servient Tenement by the respective Servient Owners.

4.2 Discharges of Replaced Easements

Following the execution and delivery by the respective Servient Owner and Other Owners of any Modification of this Agreement, in accordance with Section 4.1, the respective Other Owners and the City shall, to the extent only that the easements, covenants, statutory right of way, and Section 219 covenants granted hereunder have, to the extent reasonably required and to the satisfaction of the City in the City's sole discretion, been replaced, execute in registrable form and deliver to the respective applicable Other Owners a surrender and discharge of the easements, covenants, statutory right of way, and Section 219 covenants so replaced.

4.3 Additional Easements

Each Servient Owner agrees with the Other Owners to execute and deliver any Modifications of this Agreement as may be necessary to grant such additional easements over their respective

Servient Tenements as one or more of the Other Owners may reasonably require, by a written request to the respective Servient Owners, in order to permit the use and enjoyment of the Developments within the Parcels as an integrated development as contemplated hereby, provided that:

- (a) no compensation or valuable consideration shall be paid to the Servient Owners that grant such additional easements;
- (b) the Modifications of this Agreement required to grant and register such additional easements shall be in a form and on such terms as the respective Servient Owners and Dominant Owners shall agree, each acting reasonably; and
- (c) the additional easements granted pursuant to such Modifications to this Agreement shall Interfere as little as possible with the use and enjoyment of the respective Servient Tenements by the respective Servient Owners and shall be consistent with the general scheme of the easements, covenants and allocation of Shared Costs contemplated pursuant to this Agreement.

4.4 Priority of Replacement and Additional Easements

The Servient Owners in each case shall take all steps necessary to cause any Modification to this Agreement contemplated pursuant to Sections 4.1 and 4.3 to have priority over any charges or encumbrances which permit the exercise of any rights or remedies which might prejudice the rights granted to the respective Other Owners and the City in each case.

ARTICLE 5– PARTIAL RELEASE AND SUBDIVISION

5.1 Release

The Owners and the City agree that upon the preparation from time to time by a Servient Owner under a Project Easement of one or more survey plans showing the actual location of any area, facility or improvement which is the subject of a Project Easement charging such Servient Tenement, the respective Dominant Owner under such Project Easement and the City shall, within a reasonable time of request by the applicable Servient Owner, execute and deliver to such Servient Owner a partial discharge in registrable form, prepared by such Servient Owner of the Project Easement and the covenants and Section 219 covenants granted by such Servient Owner in favour of the Other Owners and the City herein in relation thereto, so as to release such Project Easement, covenants, Section 219 covenants and statutory right of way from such portions of such Servient Tenement that are not identified on such survey plan(s) and after such release, the parts of such Servient Tenement shown in such survey plan(s) shall be the Easement Area with respect to such Project Easement and shall be the subject of the covenants, Section 219 covenants and statutory right of way granted by such Servient Owner in favour of the Other Owners and the City.

5.2 Subdivision

- 5.2.1 If any of the Parcels are subdivided, then the rights, covenants, Section 219 covenants, statutory right of way, and easements granted herein shall continue to run with and bind each subdivided parcel thereof on which any of the Common Areas and Facilities and Loading Bays are located, and on request of the applicable Servient Owner(s) to the City

in writing, the City will, if approved by the City with such evidence provided by such Servient Owner(s) as is required by the City, within a reasonable time of request by the applicable Servient Owner, execute and deliver to such Servient Owner a partial discharge in registrable form, prepared by such Servient Owner of the applicable rights, covenants, Section 219 covenants, statutory right of way, and easements granted herein.

- 5.2.2 For further clarity and subject to Section 5.2.1, to the extent that a Parcel is stratified, the rights, covenants, Section 219 covenants, statutory right of way, and easements granted herein shall continue to run with and bind the lands, including the strata lots and common property, located within the strata plan created by such stratification.

5.3 Subdivision and Redevelopment of Remainder

Without limiting the generality of the foregoing provisions of this Article 5 and for greater certainty, the Owners and the City acknowledge and agree that, in the event that the Remainder is subdivided:

- 5.3.1 to the extent that any Service Rooms, Service Connections, Fire Suppression Systems Storage Rooms, Patio Amenity, Hotel Staff and Admin Rooms, Grease Interceptor, Garbage Rooms, and Loading Bays and Support Structures located on the Remainder and required by the Other Owners in their capacity as Dominant Owners of the easements over the Remainder granted herein are not located on such parcel subdivided from the Remainder, then the easements herein granted with respect to the use, Access, Construction and Repair of such Service Rooms, Service Connections, Fire Suppression Systems Storage Rooms, Patio Amenity, Hotel Staff and Admin Rooms, Grease Interceptor, Garbage Rooms, and Loading Bays and Support Structures and the covenants and the Section 219 covenants relating thereto shall be discharged from such parcel subdivided from the Remainder, subject to written consent by the City; and
- 5.3.2 the easements herein granted for Access to, Construction and Repair of the Pedestrian Access Routes, Vehicular Access Routes and the Parkade and the covenants and the Section 219 covenants relating thereto shall be discharged, subject to written consent by the City, from such parcel subdivided from the Remainder, provided always that required number of Parking Spaces (which may be required pursuant to applicable zoning, bylaw and permit requirements, and any requirements under any leases existing at that time, which charge the Remainder) shall at all times be available to the Owners and Users of the Parcels, in and on the portions of the Parkade situate on the remainder portion of the Remainder following such subdivision, subject always to the restrictions set forth in Schedule D hereof.

5.4 Subdivision and Redevelopment of Parcel

Upon subdivision of a Parcel by a strata plan:

- (a) the strata corporation so created will:
- (i) perform and observe the Owner's covenants herein at the expense of the strata corporation and the strata lot owners;

- (ii) upon the registration of the strata plan, be deemed to have assumed all of the then ongoing obligations hereunder and benefit from all of the rights as provided herein, whereby the previous owner of the Parcel (who was the owner immediately prior to such stratification) will be released from all of its obligations hereunder from and after the date that the strata corporation assumes the applicable Owner's obligations hereunder;
 - (iii) take into consideration the content of this Agreement when creating, amending or rescinding the bylaws, rules and regulations of the strata corporation applicable to strata lot owners, and will cause the strata lot owners to comply with the obligations, restrictions and limitations as provided herein;
 - (iv) be responsible for any breach arising from any action or omission of any and all of the strata lot owners of the obligations, restrictions and limitations as provided herein;
 - (v) be entitled to give all permissions and consents permitted to be given by the Owner of the stratified Parcel; and
 - (vi) not amend the strata plan in a manner that would result in any one or more of the Easement Areas, Common Areas and Facilities and Loading Bays becoming a strata lot or strata lots or part of a strata lot or strata lot; and the strata corporation will ensure that such aforementioned areas will remain situate on the common property of such amended strata plan; and
- (b) the liability of each strata lot owner in the strata plan to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, will be in proportion to the unit entitlement of his, her or its strata lot as established in accordance with the *Strata Property Act* or as otherwise determined by the strata corporation.

ARTICLE 6 – COVENANTS

6.1 General Owners' Covenants

Each Owner hereby covenants and agrees with the Other Owners that the respective Owner in each case shall:

- 6.1.1 **Indemnity** - Indemnify and save harmless the Other Owners in respect of all Claims and Expenses suffered or incurred by one or more of the Other Owners arising out of or in any way related to the exercise by the respective Owner or the Users of such Owner's Parcel of their rights hereunder or a breach by the respective Owner of its obligations hereunder, by reason of or with respect to any injury to person or persons, including death, resulting at any time hereafter and any damage to or loss of property suffered by one or more of the Other Owners or others, except to the extent it is caused by the negligence or wilful misconduct of one or more of the Other Owners, or persons for whose conduct such Other Owners are responsible;

- 6.1.2 **Minimize Nuisance** - Use all reasonable efforts to minimize the nuisance and inconvenience to the Other Owners or Users of the Other Parcels arising out of any Construction or Repair carried out on the respective Parcel owned by such Owner;
- 6.1.3 **Not to Interfere with Other Parcels** - Insofar as it is practicable so to do, exercise, and cause the Users of its Parcel to exercise, their rights hereunder in such a manner so as not to Interfere with the respective Other Parcels owned by the Other Owners;
- 6.1.4 **Not to Interfere with Other Owners' Easements** - Not do and shall not permit the Users of its Parcel to do, any act or thing which, in the reasonable opinion of the Other Owners, would Interfere with the exercise of the easements granted herein in favour of the Other Owners;
- 6.1.5 **Not to Interfere with systems** - Not to Repair, Construct or Interfere with any Service Connections or Fire Suppression Systems situated within its Parcel that are used by any Dominant Owners or for the benefit of any Other Parcels pursuant to the easements herein granted save and except under the direct supervision of:
- (a) in the case of the ASPs, the ASP Owners or the property manager(s) appointed by the ASP Owners; and
 - (b) in the case of the Remainder, under the direct supervision of the Remainder Owner or direct supervision of the property manager(s) appointed by the Remainder Owner,
- all of whom shall co-ordinate any such activity with the applicable Owner(s) or the applicable property manager(s) appointed by such Owner(s) to their respective Parcels;
- 6.1.6 **Repair** - Promptly and properly Repair, at the respective Owner's cost and expense, all damage to the Other Parcels caused by any work done by the respective Owner or the Users of its Parcel in connection with the Construction or Repair of a Development on or within the Parcel owned by such Owner or pursuant to the exercise of any of its easements herein, at the conclusion of such work in order to meet good and prudent standards of repair;
- 6.1.7 **Discharge Liens** - Not create or permit to remain and shall remove and discharge or cause to be removed and discharged promptly, at the cost and expense of such Owner, any lien, encumbrance or charge or claim of lien upon the Other Parcels which arises out of the exercise or fulfillment of the rights of such Owner hereunder;
- 6.1.8 **Rules and Regulations** - Comply with any rules and regulations described in Section 3.2.2 of this Agreement which are applicable to the Other Parcels;
- 6.1.9 **Authorized Personnel** - Only permit the Remainder Owner, a property manager retained by an ASP Owner, or a qualified personnel supervised by a property manager retained by an ASP Owner or the Remainder Owner to enter those Service Rooms in the Parcels (whether or not situate within the ASP owned by the Owner) which contain services such as electricity, gas, telecommunications, water and the elevator and sprinkler systems, so as to minimize the risk of damage or Interference to the Service Connections and the Fire Suppression Systems and the provision of services to the Other Parcels;

- 6.1.10 **Notice and Exchange of Information** - Promptly notify the Other Owners of any Construction or Repair performed by or on behalf of such Owner to shared Common Areas and Facilities, Fire Suppression Systems, Service Connections and Service Rooms, as permitted hereby, and provide to the Other Owners a copy of any engineering reports, drawings, plans, operating manuals and maintenance manuals relating to the Construction or Repair after the performance of such work (including confirmation that such work complies with the Building Code or the Equivalency Requirements), unless requested earlier by any of the Other Owners in which case such materials shall be delivered as soon as reasonably possible following such request;
- 6.1.11 **Not to Obstruct Pedestrian Access Routes and Vehicular Access Routes** - To maintain and not obstruct the Pedestrian Access Routes and Vehicular Access Routes in its Parcel except in accordance with Section 3.2.1, and to maintain access to the Pedestrian Access Routes and Vehicular Access Routes in its Parcel;
- 6.1.12 **Compliance with Laws** - To comply with all applicable laws, regulations and bylaws of governmental authorities applicable to its Parcel and the improvements thereon, with respect to the operation, inspection, Construction and Repair of its Parcel and the improvements thereon and each Owner will not carry out any Construction or Repair to its respective Parcel except in compliance with such laws, regulations or bylaws; and
- 6.1.13 **Smoke Detectors** - Not to attach any cables, wires, string or line to any part of any Development or hang or display any decorations, banners or advertising from any part of any Development in a manner or location that will Interfere with Fire Suppression Systems located in the Project.
- 6.1.14 **Thermal Energy System** - Not to supply or install or allow any other person to install a Thermal Energy System or any other system that would supply Thermal Energy Services to the Project or any portion thereof located on the Parcels and to make use of the Thermal Energy Services pursuant to the FAES Service Agreement until the FAES Service Agreement has been terminated in accordance with its terms.

6.2 **Parking on Parkade in Remainder**

The Remainder Owner covenants and agrees with the ASP Owners to make available the Parkade to the ASP Owners and Users and to ensure that parking is provided pursuant to all applicable zoning, bylaw and permit requirements, and in accordance with the provisions of Schedule D.

6.3 **Signs and Exterior Appearance of Parcels**

Without the prior written consent of the Remainder Owner, the Owners of the Parcels shall not:

- (a) install signs, or permit the Users of their respective Parcels to install signs to the exterior or interior of the Developments within their respective Parcels; or
- (b) alter, or permit the Users of their respective Parcels to alter, the exterior appearance of the Developments of their respective Parcels,

in a manner that causes an unreasonable material nuisance or disturbance to the Owners of the Other Parcels, or is inconsistent with the appearance, design or quality of the balance of the

Project. Each of the Owners acknowledges that the ITC Signage, the Hotel Signage and the Podium Signage are acceptable, do not cause an unreasonable material nuisance or disturbance to the Owners of the Other Parcels, and are not inconsistent with the appearance, design or quality of the balance of the Project.

6.4 Obligation to Maintain

- 6.4.1 Each Owner shall maintain, Repair and replace, as and when required and so as to meet good and prudent standards of maintenance and repair, the respective Developments, Service Connections, Service Rooms, Fire Suppression Systems, Pedestrian Access Routes, Vehicular Access Routes, parking facilities and other areas, facilities, systems and equipment which are or are intended to be for the use only of the particular Owner, whether located on the Parcel owned by such Owner or on the Other Parcels, or the subject of an easement or easements hereunder in favour of the particular Owner in its capacity as a Dominant Owner hereunder; and
- 6.4.2 To the extent that any Developments, Service Connections, Service Rooms, Fire Suppression Systems, Pedestrian Access Routes, Vehicular Access Routes, parking facilities and other areas, facilities, systems and equipment are located on one Parcel and are or are intended to be for the use of a number of the Owners pursuant to the easements granted herein, the Owner of the Parcel on which such Developments, Service Connections, Service Rooms, Fire Suppression Systems, Pedestrian Access Routes, Vehicular Access Routes, parking facilities and other areas, facilities, systems and equipment are located shall maintain, repair and replace, as and when required and so as to meet good and prudent standards of maintenance and repair, the Developments, Service Connections, Service Rooms, Fire Suppression Systems, Pedestrian Access Routes, Vehicular Access Routes, parking facilities and other areas, facilities, systems and equipment located on the Parcel owned by such Owner and the cost of such maintenance, repair and replacement shall be allocated between such Owner and the Other Owners pursuant to Article 7 hereof.

6.5 Repair of Common Areas and Facilities

Further to the provisions of Section 6.4, each Owner acknowledges and agrees that the Common Areas and Facilities and Loading Bays located within that Owner's respective Parcel shall be Repaired by that Owner. Notwithstanding the foregoing, the ASP Owners may delegate their responsibility for Repairing the Common Areas and Facilities and Loading Bays located in the ASPs to the Remainder Owner, such that the Remainder Owner would Repair the Common Areas and Facilities and Loading Bays located in the ASPs. The ASP Owners shall from time to time provide the Remainder Owner with such written authorizations as the Remainder Owner may require, in order to confirm that the Remainder Owner is authorized to exercise the Project Easements granted herein in favour of the ASPs (which are granted to the ASPs to allow the ASP Owners to exercise their rights and obligations to Repair), in connection with performing the Remainder Owner's obligations as provided herein.

6.6 Provision of Building Services

Each Owner acknowledges and agrees that it must provide the Building Services required for its respective Parcel; provided that the ASP Owners may delegate their responsibility for providing the Building Services for the ASPs to the Remainder Owner, such that the Remainder Owner would provide the Building Services required for the ASPs.

6.7 Co-operation

Notwithstanding that the Common Areas and Facilities and Loading Bays may be Repaired by the Remainder Owner as provided in Section 6.5:

- (a) the Owners of the Parcels acknowledge and agree that they may each retain separate property management companies to manage and operate the portions of the Developments within their respective Parcels that do not comprise Common Areas and Facilities;
- (b) each of the Owners of the Parcels will co-operate, either directly or through their respective property managers, with the Remainder Owner in order that the Remainder Owner may duly carry out the Repair of the Common Areas and Facilities in the ASPs and the provision of the Building Services for the ASPs; and
- (c) the Remainder Owner will co-operate, or cause its property manager to co-operate, with the property manager(s) of the ASPs in connection with the Repair by the property manager(s) of the Common Areas and Facilities on the Parcels and the Repair by the Remainder Owner of the Parkade and the Developments, Support Structures, Service Rooms, Storage Service Connections, Fire Suppression Systems, Storage Rooms, Garbage Rooms, Commercial Boiler, Grease Interceptor, Patio Amenity, Hotel Staff and Admin Rooms, Vehicular Access Routes and Pedestrian Access Routes on the Remainder (the repair of which the Remainder Owner acknowledges and agrees is the responsibility of the Remainder Owner pursuant to Section 6.4) and the property manager(s) and the property manager for the Remainder shall, to the extent reasonably possible, use the same contractors and service providers in connection with the Repair of such areas, facilities and systems and share the cost of any such contractors and service providers pursuant to the provisions of Article 7 hereof.

6.8 Failure of Remainder Owner to Repair

If the Remainder Owner fails to Repair the Common Areas and Facilities in the Remainder or to provide the Building Services for the ASPs within a reasonable period of time after notice from one or more of the Owners, the Owners of the Parcels that have delivered such notice may perform such work, and to the extent that such work is for the benefit of any of the Other Owners of the Parcels, shall be reimbursed by such Other Owners for their reasonable costs and expenses of doing so, in accordance the cost sharing provisions of Article 7.

6.9 Insurance by Owners

Each Owner shall insure and perform the following covenants in respect of its respective Insured Property and, as applicable in respect of the Other Parcels, for itself and for the benefit of the Other Owners:

- 6.9.1 the Owner in each case shall, at its sole cost and expense, and in addition to and not in substitution for any policies of insurance maintained by the Other Owners, take out and keep in full force and effect, or cause to be maintained, policies of:
- (a) insurance against fire and other risks of physical loss or damage covered by a standard all-risks policy, and insurance against all other hazards covered by policies normally in use from time to time by prudent owners of properties in the Greater Vancouver Regional District similar to the Insured Property, on the Development comprised in the Insured Property, in an amount equal to the full replacement cost thereof;
 - (b) comprehensive general liability insurance, including all risks normally insured by prudent occupants in connection with the use and occupancy of properties in the Greater Vancouver Regional District similar to the Insured Property, in respect of the use and occupancy of the Insured Property, for claims for personal injury, death or property damage arising out of any one occurrence with limits that are prudent for an owner of a property similar to the Insured Property;
 - (c) comprehensive general liability insurance with respect to the use of the easements granted to the respective Owner, in its capacity as a Dominant Owner in each case, in an amount of at least \$5,000,000.00 or such greater amount as the Other Owners of the respective Other Parcels constituting the Servient Tenements to such Dominant Tenement may reasonably require from time to time in accordance with then-prevailing industry standards in the Greater Vancouver Regional District for insurance of similar properties, for claims for personal injury, death or property damage arising out of any one occurrence. The Owner in each case shall ensure that such insurance policy names the Other Owners and their respective successors in title as additional insureds and includes a cross-liability and severability of interests endorsement and a thirty (30) day notice of cancellation or non-renewal clause for the additional insureds;
 - (d) if equipment or apparatus that is normally the subject of boiler and pressure vessel insurance is located on the Insured Property, boiler and pressure vessel insurance in such amount as is normally effected having regard to the nature of such equipment or apparatus;
 - (e) during Construction of any Development which is comprised in the Insured Property:
 - (i) course of construction insurance in such amount as would normally be carried by a prudent owner of properties in the Greater Vancouver Regional District similar to the Development contemplated for the Insured Property with the Other Owners and their respective mortgagees as named insureds and extended to cover the Other Owners;

- (ii) wrap up liability insurance in such amount as would normally be carried by a prudent owner of properties in the Greater Vancouver Regional District similar to the Insured Property for the period of construction plus twenty-four (24) months completed operations extension, with the Other Owners and their respective mortgagees as named insureds and affording protection to the Other Owners, the contractor, developer, all subcontractors, consultants and architects employed or engaged in respect of the Insured Property and such Owner in respect of cross-liability and severability of interests; such policy of insurance shall not exclude damage to the Insured Property either during construction or the ensuing twenty-four (24) month period; and
 - (iii) project errors and omissions insurance naming the architect and engineers employed or engaged in respect of the Insured Property for the period of construction plus twenty-four (24) months after substantial completion of the Development comprised in the Insured Property in the amount at least equal to the amount that would be obtained by a prudent owner of a building, improvement or other structure in the Greater Vancouver Regional District and similar to the Development contemplated for the Insured Property; and
 - (f) such other insurance for the Insured Property, including Service Connections, as would reasonably be maintained by prudent owners of similar properties in the Greater Vancouver Regional District;
- 6.9.2 the Owner obtaining insurance in each case pursuant to Section 6.1.1 shall from time to time, whenever reasonably required by any of the Other Owners, furnish to such Other Owners certificates of insurance, certificates of renewal and other documents appropriate to evidence the insurance from time to time in force as required by this Section 6.9. If such Owner shall fail to insure as required under this Section 6.9 any of the Other Owners, after written notice to such Owner, may, but shall not be obliged to, effect such insurance in the name and at the expense of such Owner, and such Owner shall promptly repay such respective Other Owners for all costs incurred by such Other Owners in so doing;
- 6.9.3 notwithstanding the foregoing, if it is more commercially reasonable for the Owners to take out, keep, maintain and participate in a joint insurance policy to cover some or all of the matters described in this Section 6.9, then the Owners will cooperate with each other to the fullest extent to obtain and maintain such joint insurance policy provided the Owners have mutually agreed to same, with the Owners, acting reasonably, provided always that all of the insurance obligations of all the Owners under this Section 6.9 are nonetheless fulfilled. To the extent the Owners have not obtained a joint insurance policy pursuant to the foregoing for some or all of the matters described in this Section 6.9, each Servient Tenement Owner agrees to use its best efforts where practicable to cooperate and coordinate with the Dominant Owner in an effort to obtain and maintain insurance policies from common underwriters;

- 6.9.4 if a claim is made under any of the insurance policies required to be obtained and maintained hereunder, and the cause of the damage which is the subject matter of such claim can be reasonably attributed to the act or omission, whether negligent or otherwise, of one or more Owner, in such case the deductible payable in respect of such claim will be payable by the Owner whose act or omission caused the damage, or if more than one Owner's act or omission caused the damage, then divided equally among and paid by all such Owners; and
- 6.9.5 each Owner, at its expense, will have the insurance it is required hereunder to obtain and keep reviewed by a qualified insurance consultant at least once each calendar year to ensure that the coverage provided thereby is consistent with the actual insurable values of the property insured thereby and that the coverage provided by any liability insurance required to be obtained and maintained pursuant is for an amount consistent with the then prevailing industry standards in the City of Richmond for liability insurance for similar projects.

6.10 Default

If any Owner fails to perform any of its obligations or covenants under this Agreement:

- (a) any of the Other Owners may, in their discretion, perform any of the obligations or covenants of the defaulting Owner and the defaulting Owner shall, on demand, reimburse the Other Owners for all of their reasonable costs and expenses of doing so; and
- (b) with respect to any default by an any Owner of a Parcel to make Shared Cost Payments to the Remainder Owner, as herein provided, the Remainder Owner may suspend the provision of Building Services or the provision of Shared Utilities to the Parcel owned by such defaulting Owner until such default is cured, provided always that:
 - (i) the Remainder Owner provides ten (10) days prior written notice of its intention to suspend Building Services or Shared Utilities to such Parcel; and
 - (ii) the suspension of Building Services or Shared Utilities to such Parcel shall not Interfere with any Other Parcel or the Owner or Users thereof.

ARTICLE 7 – COST-SHARING

7.1 Cost Sharing

The Owners covenant and agree to share the Shared Costs on the basis of the percentage allocation of Shared Costs set forth in Part 1 of Schedule C and pursuant to the procedures set forth in this Article 7.

7.2 Shared Costs Budget

- 7.2.1 The Remainder Owner shall prepare or cause to be prepared a budget of the Shared Costs that the Remainder Owner anticipates will be incurred for each calendar year.

- 7.2.2 The Remainder Owner shall deliver a consolidated budget for the Shared Costs to the Owners no later than ninety (90) days before the beginning of the calendar year for which such budget has been prepared.
- 7.2.3 The budget of the Shared Costs shall identify:
- (a) each item in reasonable detail, including at a minimum, the Shared Costs identified in Section Part 2 of Schedule C;
 - (b) the percentage increase in the Shared Costs for each item for the next calendar year from the budget for the current calendar year; and
 - (c) the monthly amounts payable by each Owner on account of Shared Costs for the next calendar year, based on the percentage allocation set forth in Schedule C.

7.3 Monthly Payments

Each of the Owners shall pay their respective monthly Shared Cost Payments as identified pursuant to Section 7.2.3(c) to the Remainder Owner on a monthly basis, within ten (10) days following the beginning of each calendar month.

7.4 Immediate Reimbursement

Notwithstanding the provisions of Sections 7.1, 7.2 and 7.3 above, if the Remainder Owner reasonably anticipates from time to time that the Shared Costs will exceed the Budgeted Shared Costs, the Remainder Owner may render invoices to the Owners in the amount of their respective percentage share of such excess Shared Costs as shown in Part 1 of Schedule C, describing the items of Shared Costs that are in excess of the Budgeted Shared Costs and the amount of such excess in reasonable detail, and the Owners shall pay such invoices within thirty (30) days of receipt thereof.

7.5 Annual Reconciliation

Within one hundred twenty (120) days following the end of each calendar year, the Remainder Owner shall make a final determination of the actual Shared Costs for such preceding calendar year and shall deliver an Annual Shared Costs Statement to each of the Owners, showing the particulars of the actual Shared Costs and those amounts already paid by monthly instalments for such year in reasonable detail. If the Annual Shared Costs Statement shows that Shared Costs for the preceding calendar year are due and owing from any of the Owners, then the applicable Owners in each case shall pay the amounts due and owing by them to the Remainder Owner within thirty (30) days following receipt of the Annual Shared Costs Statement. If the Annual Shared Cost Statement shows that the Remainder Owner has over-collected Shared Costs from one or more Owners for the preceding calendar year, then the Remainder Owner shall repay such Owners, as applicable, in the amount of such over-collection.

7.6 Interest Payable

Interest shall accrue on the amount of any Shared Cost Payments payable to the Remainder Owner hereunder from the due date of payment thereof, at the Prime Rate plus four percent (4%) per annum for a period of thirty (30) days and thereafter until paid in full, at the lesser of: (a) Prime Rate plus twenty percent (20%) per annum or (b) the maximum amount of interest that

may be charged at law. The Owners acknowledge and agree that the foregoing interest payable on outstanding Shared Cost Payments represents their mutual assessment of the risks to the Owners associated with any inability of the Remainder Owner to make payments on account of the Shared Costs and does not constitute a penalty.

7.7 Accounting Records and Audit

The Remainder Owner will keep or cause to be kept accurate accounting records of all Shared Costs (including accounting records relating to the Parkade Costs) at a location within the Greater Vancouver Regional District, which records shall be available at reasonable times for inspection or audits by the Owners upon thirty (30) days prior written notice and such records shall be kept for a period of six (6) years following the end of each calendar year.

7.8 Expiry of Re-Adjustment Period

No Owner may claim from the Remainder Owner or any of the Other Owners a re-adjustment in respect of any Shared Costs, whether paid or payable in monthly instalments or otherwise, if based on any error of estimation, allocation, calculation or computation thereof, unless claimed in writing prior to the expiration of eighteen (18) clear months from the conclusion of the period in respect of which such Shared Costs were incurred.

7.9 Failure to Agree

If any Owner disputes the Annual Shared Costs Statement prepared by the Remainder Owner or claims a re-adjustment of Shared Costs pursuant to Section 7.8, then forthwith after a dispute arises, the disputing Owner will give written notice of such dispute to the Other Owner setting forth the particulars of such dispute and the value of the amount claimed. The Other Owner(s) will reply to such notice no later than ten (10) business days after it is received setting out in such reply its answer. If such Owner, the Remainder Owner and the Other Owners are unable to agree on the disputed issue within one hundred eighty (180) days following either:

- (a) the last day of the calendar year in respect of which the Shared Costs disputed under the Annual Shared Costs Statement were incurred; or
- (b) the date of a written claim made by the Owner pursuant to Section 7.8,

then the matter shall be submitted to arbitration as provided in Section 11.1.

7.10 Deductions from Shared Costs

The following shall be deducted from Shared Costs incurred by the Remainder Owner or the Owners:

- (a) all recoveries by the Remainder Owner or an Owner which reduce costs and expenses to provide the Building Services and to Repair the Common Areas and Facilities and the Parkade, including, without limitation, the following:
 - (i) recoveries under any warranties;
 - (ii) net recoveries from third parties as a result of any act, omission, default or negligence of such third parties;

- (iii) net amounts received from third parties for the use or occupation of any of the Common Areas and Facilities;
- (iv) an amount on account of the maintenance and Repair of the Parkade as reasonably allocated by the Remainder Owner from any parking revenue earned from the Parkade; and
- (v) recoveries under any insurance policies maintained by the Owners; and
- (b) any goods and services tax pursuant to the Canada *Excise Tax Act* ("GST") or any tax levied in replacement of GST with respect to costs incurred if a credit may be claimed from Revenue Canada for such GST.

7.11 Basis of Allocation of Shared Costs

The Owners acknowledge and agree that their respective percentage share of Shared Costs set forth in Schedule C has been settled and agreed to by all of the Owners and may not be changed or altered, pursuant to arbitration hereunder, any other legal proceedings or otherwise, for any reason whatsoever, save and except by written agreement of all of the Owners.

7.12 No Consideration or Fee to be Charged for Easements Granted Herein

Each of the Owners acknowledges and agrees that no Owner shall charge the Other Owners any fee (e.g. rent, license fee or easement fee) as consideration for the Owner granting to the Other Owners the easements contemplated herein. For certainty, the charging of any fees for the use of any Parking Spaces which are not specifically allocated to an Owner is not a violation of this Section. For further clarity, the allocation and payment of Shared Costs (including any administrative fees included therein) as amongst the Owners, and any reimbursement of costs contemplated herein shall not be considered as such a fee charged as consideration for the grant of an easement (for the purpose of this section).

7.13 Status Certificate

Each Owner will, within 15 days after a written request from an Other Owner and upon payment of a reasonable fee by such requesting Other Owner not to exceed \$100.00 (and adjusted each year in accordance with the "all items Consumer Price Index" for Greater Vancouver published by Statistics Canada or successor in function, or any similar replacement index using 2017 as the base year), deliver to any actual or prospective mortgagee or prospective purchaser, as specified by such requesting Other Owner, a certificate upon which the recipient will be entitled to rely specifying:

- (a) the amount of money, if any, owing or accruing due to the Owner by the requesting Other Owner pursuant to the terms of this Agreement;
- (b) any work which has been undertaken by the Owner for which it will be seeking total or partial compensation from the requesting Other Owner; and
- (c) the details of any notice given to the requesting Other Owner pursuant hereto of the Owner's intention to do work.

ARTICLE 8– DAMAGE OR DESTRUCTION**8.1 Owner's Obligation to Rebuild and Repair if no Major Damage**

In the event that the improvements on any Parcel or any part thereof will at any time be defective or be destroyed or damaged (the “**Damaged Development**”) such that the Project Easements granted herein are diminished in a material way or are likely to be diminished in a material way, but the Damaged Development has not suffered Major Damage, then after receipt from any Other Owner of a written notice to Construct and Repair the Damaged Development pursuant to this Section 8.1 (which notice refers to and contains a copy of this Section 8.1), the Owner of the Damaged Development will, within a reasonable period of time following notice thereof from the Other Owner(s), Construct, Repair and make the Damaged Development fit for the purpose of such Project Easements.

8.2 Owner's Obligation to Rebuild and Repair if Major Damage

In the event that the Damaged Development is destroyed or damaged to such extent that Major Damage has occurred but the improvements Constructed on the Other Parcels are not destroyed or damaged to such extent that Major Damage has occurred, the Owner of the Damaged Development will rebuild or Repair the Damaged Development, subject to the *Strata Property Act* to the extent applicable, any requirements by such Owner's lender, or any requirements of the City. If the Owner of the Damaged Development is prevented from rebuilding or Repairing the Damaged Development because of the *Strata Property Act*, requirements by such Owner's lender or requirements of the City, such Owner will demolish and completely remove the Damaged Development and debris from its Parcel and restore the Parcel to a neat and safe condition in a good and workmanlike manner, provided that the Owner will take reasonable measures to ensure that the improvements Constructed on the Other Parcels will continue to be functional and safe notwithstanding such demolition and removal. In the event that two or more Parcels suffer Major Damage, the Owners will act cooperatively to reach a mutually acceptable agreement as to whether to rebuild or Repair the Damaged Developments. If the Owners are unable to so agree, the dispute will be resolved in accordance with Article 11 hereof.

8.3 Delay in Rebuilding or Repairing

Subject to Sections 8.1 and 8.2 above, in the event that the Repair or rebuilding of a Damaged Development is not undertaken forthwith and proceeded with diligently and expeditiously, then the Owner of such Damaged Development will forthwith take such reasonable action as is necessary to leave any Easement Areas situate within the Damaged Development in a condition which is neat and tidy and does not in any way create a nuisance or a safety hazard.

8.4 Failure to Rebuild and Repair

If any Owner fails to fulfill its obligations as set out in Sections 8.1, 8.2 and 8.3, and such Owner has not referred the matter for resolution pursuant to Article 11, the Other Owners, upon giving the defaulting Owner not less than ten (10) business days' notice in writing (except in the case of emergency when no notice will be required), will have the right to perform the failed obligations and will be entitled to be reimbursed as provided herein.

8.5 Costs and Expenses

Any work conducted by an Owner under Sections 8.1, 8.2 and 8.3 will be at such Owner's sole cost and expense, except to the extent that such defect, damage or destruction is caused by or contributed to by the negligence or wilful act or omission of any of the Other Owners, their Users or those for whom the Other Owner(s) are in law responsible.

ARTICLE 9 – SECTION 219 COVENANTS IN FAVOUR OF THE CITY

9.1 Section 219 Covenant – Easements and Covenants Generally – All Parcels

Pursuant to Section 219, the Owners each covenant and agree with the City as a covenant charging and running with and binding each of the Parcels that:

- 9.1.1 **Project Easements** – the Parcels will be used to provide the Project Easements granted under this Agreement;
- 9.1.2 **No Discharge or Modification** - the Project Easements shall not be abandoned, surrendered, modified, released or discharged (except as contemplated in Article 4 and Article 5 of this Agreement) without the prior written consent of the City, which consent may be arbitrarily withheld;
- 9.1.3 **No Suspension** - except pursuant to Section 6.10, under no circumstances whatsoever shall the Project Easements be suspended, interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of an Owner or those claiming by, through or under any of them or for any reason whatsoever, and the Owners shall each refrain from seeking any judgment, order or declaration to that effect. Nothing contained in this subsection shall prevent an Owner from applying to enjoin or restrain any wrongful action or from seeking damages therefor from one or more of the Other Owners or any other persons;
- 9.1.4 **Performance of Project Covenants** - each of the Owners will perform, meet its obligations under and otherwise comply with each of the Project Covenants applicable to such Owner or to the Parcel owned by such Owner and the Owners shall not modify the Project Covenants (except as contemplated in Article 4 and Article 5 of this Agreement) or release any of the Owners from their obligations thereunder, without the prior written consent of the City, which consent may be arbitrarily withheld;
- 9.1.5 **City as a Party to this Agreement** – notwithstanding anything to the contrary herein contained, the City is a party to this Agreement for the purposes only of receiving any rights granted to it in this Agreement and, without limiting the generality of the foregoing, neither the City nor any of the City Personnel, will be liable for anything done or failed to be done pursuant to or associated with any provision within this Agreement or anything contemplated thereby, whether or not such act or omission was accompanied by negligence on the part of the City or any City Personnel;
- 9.1.6 **Acknowledgement, Release of, and Indemnity to City** - each of the Owners, for themselves and their successors and assigns and their respective tenants, permittees, licensees and invitees, hereby:

- (a) **Acknowledgement** – acknowledges that the subdivision of the Parent Parcel into the Parcels may result in the Developments that are presently situate on or within the Parcels not being in full compliance with the Building Code or the City's building bylaws; and that the non-compliance of the Developments that are presently situate on or within the Parcels with the Building Code or the City's building bylaws shall not be considered the proximate cause of any loss, cost, expense, damage, injury or death to an Owner or any of its respective tenants, permittees, licensees and invitees;
- (b) **Indemnity** – covenants and agrees to indemnify and save harmless the City and the City Personnel in respect of all Claims and Expenses suffered or incurred by the City or the City Personnel arising out of or in any way related to or that would not or could not be sustained "but for" any of the following:
- (i) this Agreement including, but not limited to:
 - (A) the easements granted hereunder;
 - (B) the loss or abridgement of the easements granted hereunder;
 - (C) the exercise of the easements granted hereunder; and
 - (D) the agreement by the City to treat the Project as a single building in regard to Building Code compliance;
 - (ii) any release of this Agreement or the loss of any of the rights granted hereunder;
 - (iii) the issuance or withholding of any approval or permit by the City (including approval of the subdivision of the Parcel);
 - (iv) the non-compliance of any Parcel or the Project with any City bylaw, notwithstanding this Agreement;
 - (v) the spread of fire, smoke, heat, water, exhaust fumes, noise or other emanations;
 - (vi) any breach by any Owner or those for whom they are, respectively, responsible in law, of their respective obligations contained in this Agreement;
 - (vii) any personal injury, damage or death occurring in or on the Easement Areas;
 - (viii) a claim made against the City or a City Personnel, notwithstanding Section 9.1.5 above; and
 - (ix) the failure of the City or any City Personnel to enforce the Building Code, the City's subdivision bylaws or the City's building bylaws to the fullest extent possible or at all,

except to the extent the Claims and Expenses arise from the gross negligence or wilful misconduct of the City or City Personnel;

- (c) **Release** – covenants and agrees to release the City and the City Personnel in respect of all Claims and Expenses suffered or incurred by the Owner or any of the Owner's directors, officers, employees, agents, contractors and subcontractors, arising out of or in any way related to or that would not or could not be sustained "but for" any of the following:

- (i) this Agreement including, but not limited to:
 - (A) the easements granted hereunder;
 - (B) the loss or abridgement of the easements granted hereunder;
 - (C) the exercise of the easements granted hereunder; and
 - (D) the agreement by the City to treat the Project as a single building in regard to Building Code compliance;
- (ii) any release of this Agreement or the loss of any of the rights granted hereunder;
- (iii) the issuance or withholding of any approval or permit by the City (including approval of the subdivision of the Parcel Parcel);
- (iv) the non-compliance of any Parcel or the Project with any City bylaw, notwithstanding this Agreement;
- (v) the spread of fire, smoke, heat, water, exhaust fumes, noise or other emanations;
- (vi) any breach by any Owner or those for whom they are, respectively, responsible in law, of their respective obligations contained in this Agreement;
- (vii) any personal injury, damage or death occurring in or on the Easement Areas except to the extent the Claims and Expenses arise from the negligence of the City or City Personnel;
- (viii) a claim made against the City or a City Personnel, notwithstanding Section 9.1.5 above; and
- (ix) the failure of the City or any City Personnel to enforce the Building Code, the City's subdivision bylaws or the City's building bylaws to the fullest extent possible or at all.

- 9.1.7 **Remedies** – the Owners agree that damages will not be an adequate remedy for the City for any breach by the Owners of their respective obligations under this Agreement, and that the City is entitled to an order for specific performance or a prohibitory or mandatory injunction as a remedy for any such breach. The Owners agree that in any proceeding relating to this Agreement that is finally adjudicated wholly in favour of the City after

expiry of all applicable appeal periods, the City is entitled to its costs on a solicitor and client basis;

- 9.1.8 **Single Site** – notwithstanding the subdivision of the Parent Parcel to create the Parcels, none of the Parcels shall constitute a separate lot for the purposes of the application of the Building Code and the Parcels and every subdivided part thereof shall constitute a single lot for such purposes;
- 9.1.9 **City's Reliance on Certified Professional Report** – each Owner has requested the City to agree to treat the Project as a single building for the purposes of the Building Code, and agrees that in considering the compliance of the Project with the Building Code following the subdivision creating the Parcels, the City has wholly relied upon the analysis thereof by the Certified Professional employed by the Owners for such purposes contained in the Certified Professional Report. The opinion of such Certified Professional set forth in the Certified Professional Report is that if the Equivalency Requirements are satisfied, which the Owners acknowledge and confirm are satisfied pursuant to this Agreement, the subdivision plan which creates the Parcels will result in the Project being in compliance with the Building Code;
- 9.1.10 **Compliance With Building Code** - each Owner covenants and agrees that any building or structure on the Parcel owned by such Owner will not be built, Constructed, Repaired, reconstructed, improved, altered or modified except in compliance with the Building Code and the Equivalency Requirements;
- 9.1.11 **Compliance with Equivalency Requirements** - each Owner covenants and agrees that it will install the equivalencies referred to in the Equivalency Requirements (the "Equivalencies") in accordance with Section 9.1.10 of this Agreement and with the Equivalency Requirements and that it will Construct, maintain and Repair and replace the Equivalencies as necessary, in a manner consistent with Section 9.1.10 of this Agreement and with the Equivalency Requirements;
- 9.1.12 **City's Reliance on Equivalencies** - each Owner agrees that the Owner has requested that the City accept the Equivalencies in respect of its Parcel and that the City is wholly relying on the expertise of the Owner's Certified Professional in accepting such Equivalencies;
- 9.1.13 **Maintenance** - except as specifically set forth herein, it will inspect, operate, Construct, maintain, and Repair, as and when required, the Easement Areas, the Fire Suppression Systems, Service Connections, Service Rooms, Pedestrian Access Routes, Vehicle Access Routes, Exterior Elements, and Support Structures in its respective Parcel, as would a prudent owner and in accordance with the terms and conditions of this Agreement and the Equivalency Requirements, and to the extent necessary it will use these easements for those purposes;
- 9.1.14 **Common Wall** - each Owner acknowledges and agrees that:
- (a) the Parcels are considered a single building for Building Code application purposes;

- (b) they will pay their proportionate share of the cost to maintain and Repair any Common Wall as set forth in Article 7 hereto;
- (c) where any Owner changes the use of its Parcel in a manner that requires a change to a Common Wall or other element of its Parcel, such party changing the use of its Parcel will undertake, at its cost, Construction to effect such change in accordance with the Certified Professional Report, the Building Code and all requirements of the City; and
- (d) it is fully aware of the presence of unprotected openings at air space parcel property lines at the locations set forth in the Certified Professional Report and, accordingly, each Owner acknowledges and agrees that it is fully aware that smoke and fire may readily move between the Parcels as a result of such openings; and

9.1.15 Further Subdivision - each Owner acknowledges and agrees that upon subdivision of a Parcel by a strata plan:

- (a) the Section 219 covenants herein will charge each strata lot created thereby and will also be noted on the common property record of the strata corporation created thereby;
- (b) the strata corporation so created will perform and observe the predecessor Owner's covenants herein at the expense of the strata corporation and the strata lot owners of such strata corporation;
- (c) the Easement Areas, Common Areas and Facilities and Loading Bays will not become a strata lot or strata lots or part of a strata lot or strata lots but rather they will be situate on the common property of such strata plan; and
- (d) the liability of each strata lot owner to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, will be in proportion to the unit entitlement of his, her or its strata lot as established in accordance with the Strata Property Act or as otherwise determined by the strata corporation.

9.2 Section 219 Covenant – Easements and Covenants – Remainder Only

Pursuant to Section 219, the Remainder Owner covenants and agrees with the City as a covenant charging and running with and binding the Remainder that:

- 9.2.1 Parkade** – the Remainder Owner shall Construct, maintain, Repair and replace the Parkade in accordance with the Development Permit in respect of the Parent Parcel, including any amendments made from time to time by the written agreement of the Remainder Owner and the City;
- 9.2.2 Utilities** – the Remainder Owner shall provide to and keep the Parkade connected to electrical services and utilities and shall keep such services and utilities in good repair and working order; and
- 9.2.3 Good Repair** – the Remainder Owner shall keep the Parkade and its fittings and furnishings in a functioning, clean and safe condition and in good repair.

9.3 Interpretation

For greater certainty, the obligations and liabilities of each of the Owners under this Article 9 shall be restricted to its respective Parcel, and no Owner shall have any liability to the City in respect of, or any responsibility for, the failure of the other Owner to comply with its obligations under this Article 9.

9.4 Survival

The release and indemnification provisions contained in this Article 9 shall survive the termination or discharge of this Agreement.

ARTICLE 10 – STATUTORY RIGHT OF WAY

10.1 Statutory Right of Way for Emergency Response

Pursuant to section 218 of the *Land Title Act*, each of the Owners grants to the City the non-exclusive full, free and uninterrupted statutory right of way, liberty and easement (subject only to the terms hereof) for the City, and all personnel of the City and any agents thereof engaged in emergency response activities (including fire department, ambulance and police personnel) at all times hereafter, in common with all other persons now or hereafter having the express or implied permission of the Owners to a similar right, to:

- (a) enter over and in any portion of the Parcels as necessary to respond to any real or perceived risk to person or property; and
- (b) bring onto the Parcels all machinery, vehicles, materials and equipment reasonably required in connection with the exercise of the foregoing rights,

provided that the exercise of the foregoing rights is carried out for a bona fide reason and is otherwise in accordance with all applicable laws.

ARTICLE 11 – ARBITRATION AND DAMAGE LIMITATION

11.1 Arbitration

In the event of any dispute or disagreement between the Owners in respect of any matter that is the subject of this Agreement or the interpretation of any provision of this Agreement including any dispute with respect to any cost sharing provision but excluding the allocation of Shared Costs between the Owners set forth in Schedule C, the Owners agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the British Columbia *Arbitration Act* (as such may be amended, replaced, or superseded from time to time) provided that it is understood and agreed that this Section 11.1 is not intended nor is it to be construed as preventing the parties hereto or, any of them, from seeking injunctive relief from the courts; and nothing in this Agreement shall be interpreted or construed to limit the City in exercising any of the City's rights and/or remedies at law or otherwise.

11.2 No Liability for Consequential Damages

Under no circumstances shall any Owner be liable to the Other Owners for indirect or consequential damages by reason of a breach of any covenant herein contained.

ARTICLE 12 – GENERAL**12.1 Severability**

If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unamended by that holding or by the severance of that term.

12.2 Obligations Run with the Land

The Statutory Rights of Way, the Section 219 covenants granted in Article 9, and the easements granted pursuant to Section 2.1 and Schedule A shall be obligations the burden of which shall run with and bind the Parcels and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, but no part of the fee or soil of the Parcels shall pass to or be vested in the respective Dominant Owners.

12.3 Priority

The Owners shall, after execution hereof by the City and each of them, do or cause to be done, at their own cost and expense, all things and acts necessary to ensure that the easements in Sections 2.1, and the Section 219 covenants in Sections 9.1 are registered, at the cost of the Owners, against title to the Parcels with priority over all other charges or encumbrances which permit the exercise of any rights or remedies which might prejudice the rights granted to each of the Owners respectively, and the City, hereunder, except encumbrances in favour of the City.

12.4 Assumption by Transferee

Concurrently upon the sale, conveyance or transfer of a Parcel by an Owner to a Transferee, the Owner shall secure from such Transferee an assumption agreement in favour of the Other Owners, pursuant to which the Transferee assumes all of the obligations, liabilities and covenants of such Owner pursuant to this Agreement from and after the date of such sale, conveyance or transfer and the Other Owners agree to release such Owner from all of its liabilities, obligations and covenants hereunder from and after the effective date of the assumption of such obligations, liabilities and covenants by the Transferee thereunder. Notwithstanding the foregoing, whereas the ASPs may be subsequently stratified, this aforesaid obligation to obtain an assumption agreement in favor of the Other Owners does not apply to a sale, conveyance or transfer of a strata lot within a Parcel that has been subsequently stratified. For further clarity, where rights (under statutory rights of way or section 219 covenants) are granted to the City in respect of the Parcels, the City shall not be considered a Transferee under this section.

ARTICLE 13- MISCELLANEOUS**13.1 Rights of Owners Preserved**

Except as otherwise expressly provided for herein, nothing in this Agreement shall be interpreted so as to restrict or prevent the Servient Owners from using their respective Servient Tenements, or part thereof comprised in the Easement Area in each case, which is the subject of an easement granted hereunder, in any manner which does not Interfere with the exercise by the Dominant Owner of such easement of its rights hereunder.

13.2 Waiver

No alleged waiver of any breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. Waiver by any party of any default hereunder by another party shall not be deemed to be a waiver by the first-mentioned party of any subsequent default by the party that defaulted.

13.3 City Rights Remain Intact

Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement shall derogate from the obligation of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, bylaws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

13.4 Notice

Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement shall be in writing, and shall be delivered or sent by postage prepaid mail and addressed to the intended recipient at the address of the recipient as follows:

(a) to the Owners at:
Suite 500 - North Tower, 5811 Cooney Road
Richmond, BC V6X 3M1

(b) to the City at:
6911 No. 3 Road
Richmond, BC V6Y 2C1

Attention: City Clerk,

with a copy to the City Solicitor at the address set out on the first page of this Agreement and to fax number: 604-276-4037,

or to such other address, including a facsimile number or email address, as the intended recipient may have most recently notified the other parties hereto in writing as an address for the delivery

of notices hereunder. At such time as an Owner sells, transfers or conveys its Parcel to a Transferee, the Transferee shall provide the Other Owners with notice in writing of an address for the delivery of notices hereunder to such Transferee. The time of receiving any demand or notice hereunder shall be deemed to be the day of delivery or transmittal by facsimile/email if delivered or sent by facsimile/email on a business day (excluding Saturdays, Sundays and statutory holidays) and, if otherwise delivered or transmitted by facsimile/email, on the next business day (excluding Saturdays, Sundays and statutory holidays) following the date of such delivery or transmittal, or on the fourth business day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the intended recipient of a demand or notice, a demand or notice shall not be effective unless delivered by hand or faxed/emailed.

13.5 Governing Law

This Agreement shall be governed and construed in accordance with the laws in force in the Province of British Columbia.

13.6 No Prejudice

Nothing contained or implied herein shall prejudice or affect the City's rights, powers, duties and obligations in the exercise of its function pursuant to the *Local Government Act*, and the rights, powers, duties and obligations of the City under all of its public and private statutes, by-laws and regulations, all of which may be as fully and effectively exercised in relation to the Parcels as if this Agreement had not been executed and delivered by the Owner and the City.

13.7 Entire Agreement

This is the entire agreement between the parties concerning the subject matter of this Agreement.

13.8 Further Assurances

The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.

13.9 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and all of the covenants herein are made by the Owner for itself and its successors and assigns and the owner or owners from time to time of an interest in all or any portion of each of the Parcels, except that the covenants of the Owner herein shall be personal and binding upon the Owner only during its ownership of any interest in the Parcels but the Parcels shall nevertheless be and remain at all times charged herewith. For greater certainty neither the Owner nor any future owner in fee simple of a Parcel shall be liable for any breach of a covenant, agreement or obligation of the Owner under this Agreement occurring after the Owner or the future owner of such Parcel has ceased to be an owner in fee simple of such Parcel.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date first above written on Form C and Form D which Forms constitute a part hereof.

Schedule A. EASEMENTS

Row	Column 1	Column 2	Column 3	Column 4
	Servient Tenement	Dominant Tenement	Easement Area	Permitted Purposes
1	ASP1	1.A ASP2 1.B ASP3 1.C ASP4 1.D ASP5 1.E Remainder	Blanket	1.i Support 1.ii Access to, Construction and Repair of: • Service Rooms • Service Connections • Fire Suppression Systems 1.iii Access to, Construction and Repair of Development located on the Dominant Tenement 1.iv Access to: • Pedestrian Access Routes
2	ASP2	2.A ASP1 2.B ASP3 2.C ASP4 2.D ASP5 2.E Remainder	Blanket	2.i Support 2.ii Access to, Construction and Repair of: • Service Rooms • Service Connections • Fire Suppression Systems 2.iii Access to, Construction and Repair of Development located on the Dominant Tenement 2.iv Access to: • Pedestrian Access Routes
3	ASP3	3.A ASP1 3.B ASP2 3.C ASP4 3.D ASP5 3.E Remainder	Blanket	3.i Support 3.ii Access to, Construction and Repair of: • Service Rooms • Service Connections • Fire Suppression Systems 3.iii Access to, Construction and Repair of Development located on the Dominant Tenement 3.iv Access to: • Pedestrian Access Routes

Row	Column 1	Column 2	Column 3	Column 4
	Servient Tenement	Dominant Tenement	Easement Area	Permitted Purposes
4	ASP4	4.A ASP1 4.B ASP2 4.C ASP3 4.D ASP5 4.E Remainder	Blanket	4.i Support 4.ii Access to, Construction and Repair of: <ul style="list-style-type: none"> • Service Rooms • Service Connections • Fire Suppression Systems 4.iii Access to, Construction and Repair of Development located on the Dominant Tenement 4.iv Access to: <ul style="list-style-type: none"> • Pedestrian Access Routes
5	ASP5	5.A ASP1 5.B ASP2 5.C ASP3 5.D ASP4 5.E Remainder	Blanket	5.i Support 5.ii Access to, Construction and Repair of: <ul style="list-style-type: none"> • Service Rooms • Service Connections • Fire Suppression Systems 5.iii Access to, Construction and Repair of Development located on the Dominant Tenement 5.iv Access to: <ul style="list-style-type: none"> • Pedestrian Access Routes
6	Remainder	6.A ASP1 6.B ASP2 6.C ASP3 6.D ASP4 6.E ASP5	Blanket	6.i Support 6.ii Access to, Construction and Repair of: <ul style="list-style-type: none"> • Service Rooms • Service Connections • Fire Suppression Systems 6.iii Access to, Construction and Repair of Development located on the Dominant Tenement 6.iv Access to: <ul style="list-style-type: none"> • Pedestrian Access Routes • Vehicular Access Routes
7	ASP3	7.A ASP4 7.B Remainder	Blanket	7.i Access to Elevators for Elevator Purposes
8	ASP4	8.A ASP3	Blanket	8.i Access to Elevators for Elevator Purposes

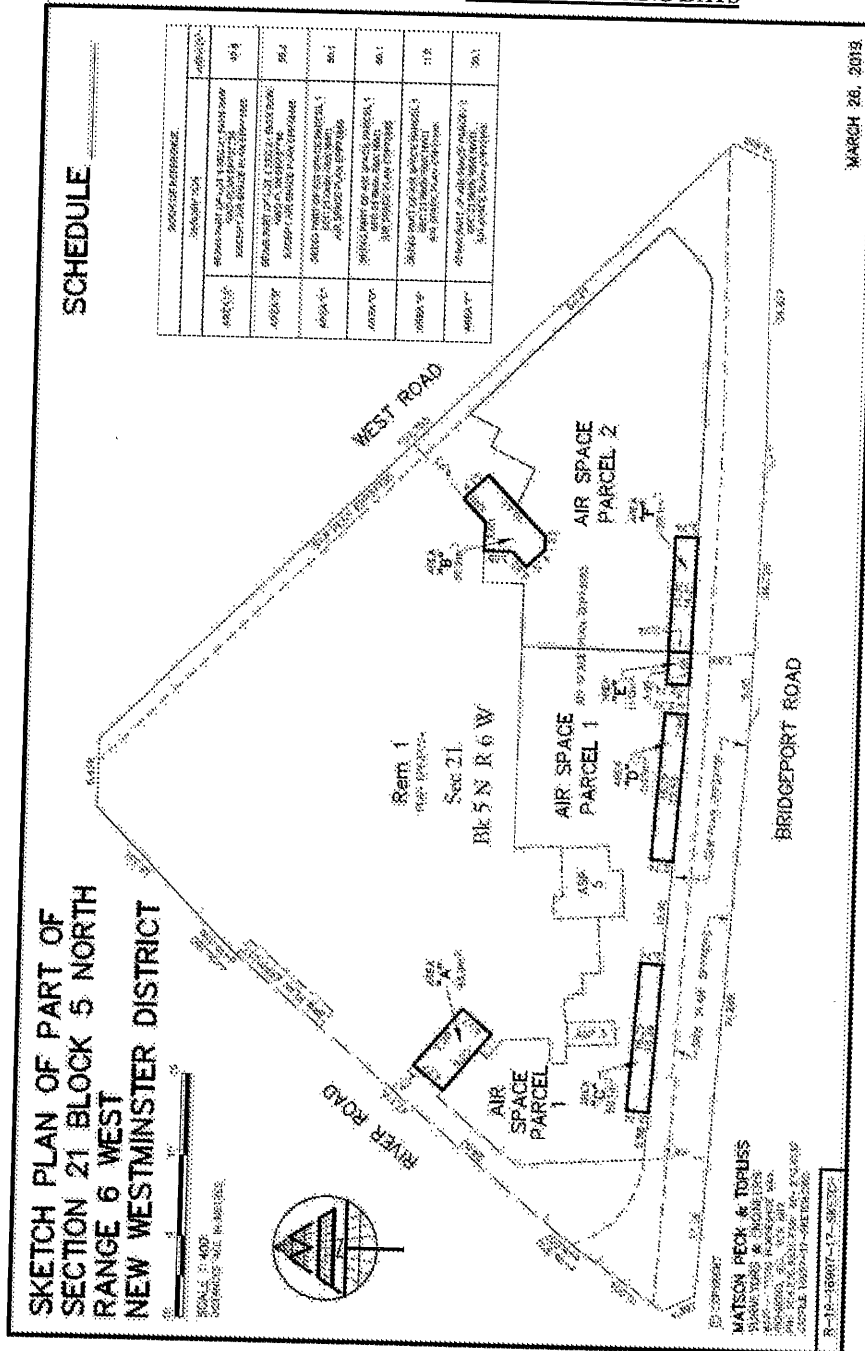
Row	Column 1	Column 2	Column 3	Column 4
	Servient Tenement	Dominant Tenement	Easement Area	Permitted Purposes
9	Remainder	9.A ASP1 9.B ASP2 9.C ASP3 9.D ASP4 9.E ASP5	Blanket	9.i Access to Storage Rooms for Construction, Repair and use of Storage Rooms 9.ii Access to, Construction, Repair and use of Parkade 9.iii Access to, Construction, Repair and use of the Patio Amenity
10 a	ASP1	10.A ASP2 10.B ASP3 10.C ASP4 10.D ASP5 10.E Remainder	Blanket	10.i Access to and Repair of Common Areas and Facilities and provision of Building Services, where the Dominant Tenement is required or permitted to conduct such Repair or provide such Building Services
10 b	ASP2	10.A ASP1 10.B ASP3 10.C ASP4 10.D ASP5 10.E Remainder	Blanket	10.i Access to and Repair of Common Areas and Facilities and provision of Building Services, where the Dominant Tenement is required or permitted to conduct such Repair or provide such Building Services
10 c	ASP3	10.A ASP1 10.B ASP2 10.C ASP4 10.D ASP5 10.E Remainder	Blanket	10.i Access to and Repair of Common Areas and Facilities and provision of Building Services, where the Dominant Tenement is required or permitted to conduct such Repair or provide such Building Services
10 d	ASP4	10.A ASP1 10.B ASP2 10.C ASP3 10.D ASP5 10.E Remainder	Blanket	10.i Access to and Repair of Common Areas and Facilities and provision of Building Services, where the Dominant Tenement is required or permitted to conduct such Repair or provide such Building Services
10 e	ASP5	10.A ASP1 10.B ASP2 10.C ASP3 10.D ASP4 10.E Remainder	Blanket	10.i Access to and Repair of Common Areas and Facilities and provision of Building Services, where the Dominant Tenement is required or permitted to conduct such Repair or provide such Building Services

Row	Column 1	Column 2	Column 3	Column 4
	Servient Tenement	Dominant Tenement	Easement Area	Permitted Purposes
10 f	Remainder	10.A ASP1 10.B ASP2 10.C ASP3 10.D ASP4 10.E ASP5	Blanket	10.i Access to and Repair of Common Areas and Facilities and provision of Building Services, where the Dominant Tenement is required or permitted to conduct such Repair or provide such Building Services
11 a	ASP1	11.A ASP2 11.B ASP3 11.C ASP4 11.D ASP5 11.E Remainder	Blanket	11.i Access to, Construction and Repair and Use of ITC Signage
11 b	ASP2	11.A ASP1 11.B ASP3 11.C ASP4 11.D ASP5 11.E Remainder	Blanket	11.i Access to, Construction and Repair and Use of ITC Signage
11 c	ASP3	11.A ASP1 11.B ASP2 11.C ASP4 11.D ASP5 11.E Remainder	Blanket	11.i Access to, Construction and Repair and Use of ITC Signage
11 d	ASP4	11.A ASP1 11.B ASP2 11.C ASP3 11.D ASP5 11.E Remainder	Blanket	11.i Access to, Construction and Repair and Use of ITC Signage
11 e	ASP5	11.A ASP1 11.B ASP2 11.C ASP3 11.D ASP4 11.E Remainder	Blanket	11.i Access to, Construction and Repair and Use of ITC Signage
11 f	Remainder	11.A ASP1 11.B ASP2 11.C ASP3 11.D ASP4 11.E ASP5	Blanket	11.i Access to, Construction and Repair and Use of ITC Signage

Row	Column 1	Column 2	Column 3	Column 4
	Servient Tenement	Dominant Tenement	Easement Area	Permitted Purposes
12	Remainder	12.A ASP1 12.B ASP5	Blanket	12.i Access to and from the Garbage Room - ASP1 and ASP5 for Garbage Room Purposes, and Construction and Repair of the Garbage Rooms
13	Remainder	13.A ASP3 13.B ASP4	Blanket	13.i Access to and from the Garbage Room - ASP3 and ASP4 for Garbage Room Purposes, and Construction and Repair of the Garbage Rooms
14	Remainder	14.A ASP2	Blanket	14.i Access to and from the Hotel Garbage Room for Garbage Room Purposes, and Construction and Repair of the Garbage Rooms
15	Remainder	15.A ASP1 15.B ASP5	Blanket	15.i Access to Loading Bay - River Road for Loading Bay Purposes
16 a	ASP1	16.A ASP2	Blanket	16.i Access to Loading Bay - Bridgeport for Loading Bay Purposes
16 b	ASP2	16.A ASP 1	Blanket	16.i Access to Loading Bay - Bridgeport for Loading Bay Purposes
17	Remainder	17.A ASP2 17.B ASP3	Blanket	17.i Access to Loading Bay - West Road - Hotel for Loading Bay Purposes
18	ASP1	18.A ASP3 18.B ASP4	Blanket	18.i Access to Loading Bay - Bridgeport Commercial/Office for Loading Bay Purposes
19	Remainder	19.A ASP1 19.B ASP2 19.C ASP3	Blanket	19.i Access to and from the Bike Room - Commercial/Hotel for Bike Room Purposes
20	Remainder	20.A ASP4 20.B ASP5	Blanket	20.i Access to and from the Bike Room - Office for Bike Room Purposes

Row	Column 1	Column 2	Column 3	Column 4
	Servient Tenement	Dominant Tenement	Easement Area	Permitted Purposes
21	Remainder	21.A ASP1 21.B ASP2 21.C ASP3	Blanket	21.i Access to and from and Construction, Repair and use of the Grease Interceptor
22	Remainder	22.A ASP1 22.B ASP2 22.C ASP3	Blanket	22.i Access to and from and Construction, Repair and use of the Commercial Boiler
23	ASP5	23.A ASP2	Blanket	23.i Access to and from and use of the Hotel Admin and Staff Rooms for Hotel Staff Area Purposes

Schedule B. PLAN OF LOADING BAYS



Schedule C. ALLOCATION OF SHARED COSTS**Part 1 Percentage Allocation of Shared Costs**

1. The Owners shall pay the following percentages of the Parkade Costs as a Shared Cost:

Parcel	Percentage Allocation
Remainder	17.8% (based on 60 parking stalls)
ASPs	82.2% (277 parking stalls)
• ASP1 – 8.3% (based on 28 parking stalls)	
• ASP2 – 24.9% (based on 84 parking stalls)	
• ASP3 – 7.4% (based on 25 parking stalls)	
• ASP4 – 11.9% (based on 40 parking stalls)	
• ASP5 – 29.7% (based on 100 parking stalls)	
Total:	100.0000000 %

Notwithstanding the foregoing, it at any time after the date this Agreement is filed in the Land Title Office, the number of parking stalls allocated to a particular Parcel for the exclusive use of such Parcel changes from the amount set out above, then the percentages of the Parkade Costs set out above will be updated accordingly on the basis of the following formula:

$$\text{Percentage allocation of Parkade Costs} = \frac{\text{\# of Parking Stalls designated for the exclusive use of a Parcel}}{\text{Total Number of Parking Stalls (337)}}$$

2. The Owners of the Parcels acknowledge and agree that all other Shared Costs shall be allocated amongst them on the following percentage basis (except as set out below):

Parcel	Percentage Allocation
Remainder	4%
ASP1	7.55%
ASP2	35.97%
ASP3	9.18%
ASP4	16.52%

ASP5	26.78%
Total:	100.0000000%

Part 2 Shared Costs Items

3. “**Shared Costs**” means the costs and expenses to be shared amongst the Owners pursuant to this Agreement, being, without duplication:
- 3.1. the costs and expenses incurred with respect to the provision of the Building Services and the Repair and Construction of the Common Areas and Facilities serving the Remainder and one or more ASPs;
 - 3.2. the Parkade Costs;
 - 3.3. the Utility Costs for Shared Utilities shared amongst the Remainder and one or more ASPs; and
 - 3.4. the rest of the costs and expenses identified as Shared Costs in this Part 2 of Schedule C.
4. The Owners acknowledge and agree that, without limiting the definition of the Shared Costs in this Agreement, the following items are included, without duplication, in Shared Costs:
- 4.1. Repair of Common Areas and Facilities serving the Remainder and one or more ASPs, including:
 - 4.1.1. repair and maintenance of Fire Suppression Systems;
 - 4.1.2. provision of keys and locks;
 - 4.1.3. electrical repair and maintenance;
 - 4.1.4. HVAC repair and maintenance;
 - 4.1.5. plumbing repair and maintenance;
 - 4.1.6. window cleaning; and
 - 4.1.7. lighting repair and maintenance;
 - 4.2. Provision of Building Services, serving the Remainder and one or more ASPs, including:
 - 4.2.1. janitorial services;
 - 4.2.2. security services;
 - 4.2.3. maintenance and repair services;
 - 4.2.4. landscaping services;

- 4.2.5. cleaning supplies;
 - 4.2.6. pest control;
 - 4.2.7. uniforms;
 - 4.2.8. waste removal and recycling;
 - 4.2.9. security equipment;
 - 4.2.10. landscaping equipment and supplies; and
 - 4.2.11. repair and maintenance of the ITC Signage;
- 4.3. All fees and expenses, including taxes thereon, charged or incurred by the Remainder Owner in relation to matters involving both the Remainder and one or more ASPs, together with any fees and expenses, including taxes thereon, incurred by any consultants retained by the Remainder Owner as contemplated herein so long as any management fees, overhead and office administration costs relating to the foregoing shall be borne by the ASP Owners; and
- 4.4. Utility Costs for Shared Utilities shared amongst the Remainder and one or more ASPs.
- 4.5. Notwithstanding the foregoing, the ASP2 Owner will be solely responsible for all costs for the provision by FAES of Thermal Energy Services pursuant to the FAES Hotel Service Agreement. The Remainder Owner will pay the Utility Costs payable to FAES pursuant to the FAES Commercial-Office Service Agreement. Each of the ASP1 Owner, the ASP3 Owner, the ASP4 Owner and the ASP5 Owner will reimburse the Remainder Owner for the Utility Costs payable to FAES allocated on the basis of a check meter. The Remainder Owner will arrange for the reading of such check meter and the costs of such reading will be included in the Utility Costs.
5. While Property Taxes will be assessed and payable in respect of each Parcel (and on each strata lot created from each Parcel, to the extent that any Parcel is stratified), the Owners acknowledge that the British Columbia Assessment Authority will likely not assess Property Taxes for the Common Areas and Facilities separately. Accordingly, each Parcel shall bear and pay its own Property Taxes (including the Property Taxes that might have been attributable to the Common Areas and Facilities), unless the Owners otherwise agree in writing how to determine what portion of the Property Taxes (that are payable for each Parcel) are attributable to the Common Areas and Facilities, in a manner that the Property Taxes attributable to the Common Areas and Facilities can be included in the Shared Costs to be shared amongst the Owners as part of the Shared Costs.
6. For further clarity, for any Shared Costs relating to the Remainder and some but not all of the ASPs, all of the Owners will still pay their percentage allocation of the Shared Costs pursuant to section 2 of Part 1 of Schedule C.

Schedule D. RESTRICTIONS ON PARKING**Part 1 Parkade****1. Definitions** – The following terms have the following meanings unless the context otherwise requires:

- 1.1. **“City Requirements”** means the development permit and the rezoning considerations applicable to the Project, and all other applicable City bylaw and zoning requirements.
- 1.2. **“ASP1 Spaces”** means the 28 Parking Spaces in the Parkade intended for the use of the Users of ASP1.
- 1.3. **“ASP2 Spaces”** means the 84 Parking Spaces in the Parkade intended for the use of the Users of ASP2.
- 1.4. **“ASP3 Spaces”** means the 23 Parking Spaces in the Parkade intended for the use of the Users of ASP3.
- 1.5. **“ASP4 Spaces”** means the 40 Parking Spaces in the Parkade intended for the use of the Users of ASP4.
- 1.6. **“ASP5 Spaces”** means the 94 Parking Spaces in the Parkade intended for the use of the Users of ASP5.
- 1.7. **“Public Spaces”** means the 68 Parking Spaces in the Parkade intended for the shared use of the Users of the ASPs.

2. Allocation of Parking Spaces in the Parkade**2.1. The Remainder Owner and the ASP Owners agree that:**

- 2.1.1. The Users of ASP1 shall have the exclusive use of the ASP1 Spaces (subject to any arrangement that the ASP1 Owner enters into with such Users).
- 2.1.2. The Users of ASP2 shall have the exclusive use of the ASP2 Spaces (subject to any arrangement that the ASP2 Owner enters into with such Users).
- 2.1.3. The Users of ASP3 shall have the exclusive use of the ASP3 Spaces (subject to any arrangement that the ASP3 Owner enters into with such Users).
- 2.1.4. The Users of ASP4 shall have the exclusive use of the ASP4 Spaces (subject to any arrangement that the ASP4 Owner enters into with such Users).
- 2.1.5. The Users of ASP5 shall have the exclusive use of the ASP5 Spaces (subject to any arrangement that the ASP5 Owner enters into with such Users).

- 2.1.6. The Users of the Parcels will have the shared use of the Public Spaces, in common with each other and subject to the terms of this Schedule D.
- 2.2. The Remainder Owner may designate which Parking Spaces will be designated as the ASP1 Spaces, ASP2 Spaces, ASP3 Spaces, ASP4 Spaces, ASP5 Spaces and Public Spaces and shall advise the ASP Owners accordingly. The Remainder Owner shall install signage to indicate which Parking Spaces have been designated for which ASP and as Public Spaces the costs of such signage will be included in Parkade Costs.
- 2.3. The Owners shall confirm in a separate written agreement their agreement as to the location of their respective ASP Parking Spaces and the Public Spaces within the Parkade.
- 2.4. Each ASP Owner agrees that it will only use the ASP Parking Spaces allocated for its exclusive use and it shall not use any other ASP Parking Space allocated for the exclusive use of another ASP or the Public Spaces.
- 2.5. For further clarity, all of the Public Spaces shall be available for the use of the Users of all ASPs, and none of the Public Spaces may be designated for the exclusive use of any particular ASP Owner or its Users.

3. Management and Operation of the Parkade

- 3.1. The management and operation of the Parkade and the allocation of the Parking Spaces located in the Parkade are intended to, at all times, comply with the City Requirements, and the Remainder Owner and the ASP Owners agree to cooperate to ensure that the City Requirements are met.
- 3.2. The Remainder Owner shall maintain, Repair, manage and operate the Parkade and the costs of the Remainder Owner doing so shall be included in the Parkade Costs.
- 3.3. The Remainder Owner shall install, insure and maintain signage which directs the public to the Public Spaces. The costs of doing so shall be included in the Parkade Costs.
- 3.4. Subject to any arrangements that the Remainder Owner enters into with the Users of the ASPs, the Remainder Owner may introduce rules and regulations governing the use of the Parkade and such rules and regulations may specify any of the following:
- 3.4.1. The Remainder Owner may impose time-limits on how long vehicles may park in the Public Spaces;
- 3.4.2. The Remainder Owner may impose fees for the use of Public Spaces.
- 3.5. The ASP Owners shall comply with any rules and regulations governing the use of the Parkade. The ASP Owners shall make commercially reasonable efforts to ensure that their respective Users comply with any rules and regulations governing the use of the Parkade.

- 3.6. For further clarity, the ASP Owners may also introduce rules and regulations governing how their Users use the Spaces allocated to their applicable ASP, provided that such rules and regulations do not conflict with any rules and regulations introduced by the Remainder Owner in respect of the Public Spaces.
- 3.7. For further clarity, for the ASP Parking Spaces designated for the exclusive use of an ASP, that ASP Owner shall have the exclusive use of such ASP Parking Spaces, and that ASP Owner may allocate such ASP Parking Spaces amongst its tenants (or strata lot owners, if the ASP is stratified) in its sole discretion (subject to any agreements that the ASP Owner has entered into with any third party or its tenants).

Schedule E. CERTIFIED PROFESSIONAL REPORT

Certified professional report dated May 22, 2018, prepared by Jensen Hughes Consulting Canada

Please see attached.

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1. INTRODUCTION

1.1. Project Description

The project is a new multi-use building in Richmond BC. The building will contain office, hotel and commercial/retail space.

The project is designed as a single building for the purposes of compliance with the requirements of the BCBC. Fire and life safety systems serve the entire building as integrated systems, including the fire alarm system, sprinklers/standpipe system, exit stairs and firefighters' response to the building. The building is a high building as defined by Subsection 3.2.6. of the BCBC

1.2. Scope of Report

This report has been prepared to demonstrate that the air space parcel in this project complies with the requirements of the 2012 British Columbia Building Code (BCBC). The report forms a part of the submission requirements for the Airspace Parcel Subdivision application

2. AIR SPACE PARCEL SUBDIVISION

The building will be subdivided into five air space parcels. The portions of the building that are not included in the air space parcel will be named the Remainder for the purposes of this report.

The air space parcels will be subdivided as follows:

Air Space Parcel 1

- Commercial Units C101, C102 & C103, including Vestibule C103a
- Commercial Lobby S103
- Elevators S1 and S2
- South Tower Levels 2-4

Air Space Parcel 2

- Commercial Unit C104 and associated Kitchen C105/ Service Room C106
- Exit Corridor H101 and Vestibule C108
- Future Office H102
- Hotel Levels 1-12, including Stairs S5, H1, and H2, and Elevators H1, H2, and H3
- Pool Equipment Room P506
- Level 6 Deck Pool

Air Space Parcel 3

- Elevator N1
- The commercial portion of Main Lobby N102
- Commercial Units N101 and N103
- Elevator N4 and exit corridor N109
- Elevator Vestibules P212, P311, P413, and P513



- Office Levels 6 & 7

Air Space Parcel 4

- Stairs N1 and N2
- Elevators N2 & N3
- The entry portion of Main Lobby N102
- Elevator Lobbies P210, P309, P411 and P510
- North Tower elevator lobbies on Levels 6 & 7
- North Tower Level 8-12

Air Space Parcel 5

- Stairs S1 and S2
- Elevators S3 and S4
- Office Lobby S101
- Office Elevator Lobby S401
- South Tower Levels 5-10

The remaining portions of the building will be included in the remainder, however an easement will be provided granting the air space parcels access to these areas:

- Parking P1, P2, P3, P4, and P5, associated vestibules, and main parkade exhaust shaft
- Elevator Machine Rooms N107 & S106
- Loading Bays S107 and C107
- Garbage rooms C109, S105 and N106
- District Energy Room N111
- Gas Meter Room N112
- Water Entry Rooms C110, P211, P412
- Electrical Rooms N113, P208, P308, P305, P312, P408, P405, P414, P507, P516,
- Main HV Switch Room P203
- Fire Pump Room P310
- Substation Room P514
- Tel Rooms P302 & P417
- Emergency Power Rooms P213 & P416
- Service Rooms P307, P410, P512, P503
- Storage Rooms P402,
- Water Feature Room P511
- Commercial Boiler Room P509
- Grease Interceptor Room P515
- Level 6 Common Patio



2.1. Conformance of Airspace Parcel Subdivision to BCBC

The applicable Code is the 2012 British Columbia Building Code.

The definition of an air space parcel in Section 138 of the Land Title Act is "a volumetric parcel, whether or not occupied in whole or in part by a building or other structure, shown as such in an air space plan". The main purpose of creating an air space parcel is to legally separate the volumes of space within the building in order to permit the ownership by independent parties by right in law. The airspace parcel would include clearly defined upper and lower limits and side boundaries that are marked on the air space plan. If an air space parcel is used to legally separate two or more components of a multi-use development, as in the case at ITC Bridgeport the boundaries would follow the configuration of that building component. Subject to practical constraints and certain rules and regulations, an air space parcel is permitted to take any shape and become very complex.

In accordance with the definition of a party wall in Sentence 1.4.1.2.(1) of the BCBC, a party wall is required to be erected at or upon a line separating two parcels of land each of which is, or is capable of being, a separate real-estate entity. Furthermore, Sentence 3.2.3.4.(1) of the BCBC requires that a party wall be constructed as a firewall. Hence, to conform to BCBC requirements with respect to the air space parcel subdivision, each of the noted air space parcels must be separated from the remainder of the building and the adjacent air parcels with firewalls. Given that air space parcels take very complex shapes, conformance with the prescriptive requirements is either not practical or not feasible.

For instance, firewalls around discrete rooms such as elevator lobbies and mechanical rooms are not feasible to achieve. Since this project is designed as a single building, where it is impractical to provide prescriptive conformance, building code conformance will be achieved based on the approach proposed in this report. The approach includes a covenant registered against the property title. The covenant will be granted to the City of Richmond by all relevant owners whereby they:

- Grant easements necessary to ensure common access to the fire and life safety systems and exits required for the building to function as a single building.
- Acknowledge and agree that they have requested the City of Richmond to treat the building as a single building.
- Agree to inspect, test and keep in good repair and good working order all common fire and life safety systems, common utilities and shared exits located on their parcel and to use the easements referred in the covenant for that purpose.

The following sections of the report summarize the areas where the discussed "impracticalities" arise and where the proposed conceptual approach is applicable.

2.2. Code requirement and Deviation

Sentence 3.2.3.4.(1) states that

"A party wall shall be constructed as a firewall."

It is not feasible to erect firewalls at the locations of the property lines in this building. A summary of the exact code deviations is noted below:



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BCBC Requirement	Deviation
3.1.8.15 Doors within a firewall shall be provided with a temperature rise rating.	Closures and door assemblies in demising air space parcel separations consist of non-temperature-rise rated assemblies
3.1.9.1.(2) Penetrations of a firewall shall be sealed at the penetration by a fire stop that has an FT rating not less than the fire resistance rating for the fire separation.	Fire stopping of service penetrations will have an F rating rather than an FT rating, or will be provided with no rating where permitted. (Project is a single building).
3.1.10.2.(2) A firewall that separates a building or buildings with floor areas containing major occupancies other than Group E or Group F, Division 1 or 2 shall be constructed as a fire separation of noncombustible construction having a fire-resistance rating not less than 2 h.	Air space parcel boundaries are not provided with solid fire separations having a 2 h fire resistance rating.
3.1.10.2.(3) Except as permitted by Sentence (4), the required fire-resistance rating of a firewall, except for closures, shall be provided by masonry or concrete.	Demising walls at air space parcel boundaries will be constructed of materials other than concrete or masonry.
3.1.10.3.(1) A firewall shall extend from the ground continuously through, or adjacent to, all storeys of a building or buildings so separated,	Air space parcel boundaries terminate at horizontal concrete slabs throughout the building
3.1.10.4.(1) A firewall shall extend above the roof surface to form a parapet not less than 150 mm high	Air space parcel boundaries do not terminate at parapets
3.1.10.5.(1) The aggregate width of openings in a firewall shall not exceed 25% the length of the firewall	Openings in the air space parcel boundaries will exceed 25% of the parcel boundary line in places



2.3. Objectives and Functional Statements

Article	Objectives & Functional Statements	Intent Statements
3.1.8.15	[F03, F31-OS1.2] [F05-OS1.5] [F03-OP1.2]	<p>Intent 1:</p> <p>To limit the probability that temperatures on the unexposed side of a door in a fire separation will become excessively hot during a fire, which could lead to the ignition of material near the door, which could lead to the spread of fire, which could lead to harm to persons/the building on the other side of the fire separation.</p> <p>Intent 2:</p> <p>To limit the probability that temperatures on the unexposed side of a door in a fire separation will become excessively hot during a fire, which could lead to the reluctance of persons to pass near the door, which could lead to delays in evacuation, which could lead to harm to persons.</p> <p>Intent 3:</p> <p>To limit the probability that temperatures on the unexposed side of a door in a fire separation will become excessively hot during a fire, which could lead to harm to persons who touch the door.</p>
3.1.9.1.(2)	[F03-OS1.2] [F03-OP3.1] [F03-OP1.2]	<p>Intent 1:</p> <p>To limit the probability that penetrations of a firewall or a horizontal fire separation are not properly sealed [as required by the referenced test method], which could lead to a loss of integrity of the fire separations, which could lead to the spread of fire and smoke from the adjacent building to the building, which could lead to harm to persons in the building.</p> <p>Intent 2:</p> <p>To limit the probability that penetrations of a firewall or a horizontal fire separation are not properly sealed [as required by the referenced test method], which could lead to a loss of integrity of the fire separations, which could lead to the spread of fire and smoke from the building to the adjacent building, which could lead to harm to persons in the adjacent building.</p> <p>Intent 3:</p> <p>To exempt penetrations of a firewall or a horizontal fire separation from the application of Sentence 3.1.9.1.(1), on the basis that a higher level of performance with respect to sealing is required for these fire separations.</p>
3.1.10.2.(2)	[F03-OS1.2] [F03-OP1.2] [F03-OP3.1]	<p>Intent 1:</p> <p>To limit the probability that a firewall will have insufficient fire-resistance, which could lead to the spread of fire from one building to another/from an adjacent building to the building, which could lead to harm to persons in the building not originally involved in the fire/damage to the building/damage to the adjacent building.</p> <p>Intent 2:</p> <p>To limit the probability that fire will spread from one building to another/from an adjacent building to the building during the time needed for emergency responders to carry out their duties, which could lead to harm to persons in the building not originally involved in the fire/damage to the building/damage to the adjacent building.</p>
3.1.10.2.(3)	[F80,F04-OP1.2] [F80,F04-OS1.2] [F80,F04-OP1.3]	<p>Intent 1:</p> <p>To limit the probability that the materials used to construct a firewall will be easily altered or damaged during use, which could lead to an inability of the firewall to control the spread of fire from an adjacent building to the subject building/from one building to</p>



		<p>another, which could lead to damage to the subject building/harm to persons in the building not originally involved in the fire/ damage to an adjacent building.</p> <p>Intent 2:</p> <p>To limit the probability that the materials used to construct a firewall will be easily damaged by falling debris during a fire, which could lead to a failure to resist the spread of fire from an adjacent building/ from one building to another, which could lead to damage to the subject building/ harm to persons in the building not originally involved in the fire/ damage to an adjacent building.</p>
3.1.10.3.(1)	[F03-OS1.2] [F03-OP1.2] [F03-OP3.1]	<p>To limit the probability of a firewall not being continuous, which could lead to gaps or openings in the firewall during a fire, which could lead to the spread of fire from one building to another, which could lead to harm to persons in the building not originally involved in the fire/ damage to the building/ damage to the adjacent building.</p>
3.1.10.4.(1)	[F03-OP1.2] [F03-OS1.2] [F03-OP3.1]	<p>To limit the probability that a firewall will not extend sufficiently above a roof surface, which could lead to the spread of fire from the roof of one building to the roof of another building, which could lead to damage to the building/harm to persons in the building not originally involved in the fire/ damage to the adjacent building</p>
3.1.10.5.(1)	[F03-OP1.2] [F03-OS1.2] [F03-OP3.1]	<p>Intent 1:</p> <p>To limit the probability of a large number of openings in a firewall, which could lead to the failure of the protective closures for these openings during a fire, which could lead to the spread of fire from an adjacent building to the building, which could lead to damage to the building/harm to persons in the building not originally involved in the fire/ damage to an adjacent building.</p> <p>Intent 2:</p> <p>To limit the probability of a large number of openings in a firewall, which could lead to the failure of the integrity of the firewall, which could lead to the spread of fire from an adjacent building to the building, which could lead to damage to the building/harm to persons in the building not originally involved in the fire/ damage to an adjacent building..</p>

2.4. Spatial Separation

Spatial separation will be provided to the adjacent property lines as required by Subsection 3.2.3. However, the requirements of Subsection 3.2.3 will not be applicable between adjacent air space parcels.

2.5. Access/Egress Routes and Exit Facilities

Exit stairs in this building provide exiting and access for both the air space parcels and the Remainder. All stairs and elevators throughout the building can also provide service and maintenance access to all parts of the building.

Appropriate legal agreements and easements will be provided to ensure access, exiting, and service and maintenance access between the air space parcels and the Remainder. No easements are required at the rooftop pool, as it is used solely by the Hotel.



Item	Location	Description	Easement
1.	Exit Stairs N1, and N2, Levels: 1-5	Exit stairs intended to provide exits from parking levels 2-5 down to grade	Against Parcel 4 to benefit Parcel 3 and the remainder
2.	Exit Corridor N109	Exit corridor leading from Stair N2 to the street.	Against Parcel 4 to benefit Parcel 3
3.	Exterior Sidewalk at Stair N1	Exterior discharge of Stair N1	Against Parcel 4 to benefit Parcel 3
4.	Exit Stair N1 and N2, Levels 6-7	Exit stairs intended to provide exits from levels 6 and 7 in the north tower down to grade	Against Parcel 4 to benefit Parcel 3
5.	Exit Stair S2 Levels: 1-5	Exit stair intended to provide access to and exits from parking levels 2-5 down to grade	Against Parcel 5 to benefit the remainder
6.	Exit Stair S1 and S2 Levels: 2-3	Exit stairs intended to provide access to and exits from level 2 and 3 in the south tower down to grade	Against Parcel 5 to benefit Parcel 1
7.	Exterior Sidewalk at Lobby S101	Exterior discharge of Stair S2	Against Parcel 1 to benefit Parcel 5
8.	Exterior Sidewalk at Stair S1	Exterior discharge of Stair S1	Against Parcel 1 to benefit Parcel 5
9.	South building Public Corridors on levels 6 and 10	Cross over floors, providing access from one exit stair to the other.	Against Parcel 5 to benefit Parcel 1
10.	Elevators N1 and N4	Access to levels 6 and 7 in North Tower and parkade levels	Against Parcel 4 to benefit Parcel 3 and the remainder parcel

2.6. Provision of Fire Alarm and Fire Protection Systems

The entire building will be provided with common fire and life safety systems, including fire alarm, sprinkler/standpipe systems and emergency power.

In order to help safeguard, inspect and maintain these fire and life safety systems, appropriate legal agreements and easements will be provided to define the responsibility for maintenance of these systems and appropriate sharing of maintenance costs.

Item	Location	Description	Easement
1.	Remainder parcel Parking Levels P1-P5	Access to water entry rooms, fire pump room and emergency generator rooms	Against Remainder Parcel to benefit Parcel 1,2,3,4 & 5
2.	Main Lobby N102	Access to CACF for Parkade Levels 1-5	Against Parcel 2 to benefit remainder parcel
3.	Main Lobby N102	Access to CACF for North Tower	Against Parcel 4 to benefit Parcel 3
4.	Office Lobby S101	Access to CACF for South Tower	Against Parcel 5 to benefit Parcel 1



2.7. Provision of Building Services

Service facilities for mechanical ventilation, heating/cooling, & domestic water for the air space parcel will be located within the Remainder.

Appropriate legal agreements and easements will be provided to define the responsibility for maintenance of these systems and appropriate sharing of maintenance costs, and to ensure appropriate access to common service shafts and rooms.

Item	Location	Description	Easement
1.	Remainder parcel Parking Levels P1-P5	Access to bike storage rooms, garbage/recycling rooms, electrical rooms, mechanical rooms, loading bays, and elevator machine rooms.	Against Remainder Parcel to benefit Parcel 1,2,3,4 & 5

2.8. Building Structure and Envelope

The air space parcel and the Remainder are contained in a single building with a single reinforced concrete structure including foundation, with a single exterior building envelope of walls, windows and roofs.

Appropriate legal agreements and easements will be provided to help safeguard, inspect and maintain structural and exterior components of this building. The agreements and easements will also define the responsibility for maintenance of the structure and building envelope and appropriate sharing costs. These agreements will also provide for the maintenance of mutual structural support between the air space parcel and the Remainder.

2.9. Conclusion

It is the opinion of the proponent that the proposed air space parcel subdivision described in this report will satisfy the objective and functional statements of the 2012 BCBC, and will ensure the level of risk does not exceed that considered to be acceptable by the BCBC based on the easements and agreements between the owner of the air space parcel and the City of Richmond.

This report was prepared by Jensen Hughes Consulting Canada Ltd. (JHCC) for the Client. The material herein reflects JHCC's best judgement in light of the information available to it at the time of preparation. JHCC accepts no responsibility for damages, if any, suffered by any third party as a result of use of the contents of this report without authorization from JHCC. JHCC shall not be held responsible for any alternative solutions stated in this report without written acceptance of same by the applicable Authority Having Jurisdiction. It is the responsibility of the registered professionals of record to incorporate building code measures described herein, including alternative solutions, into the design, building permit and construction documents.



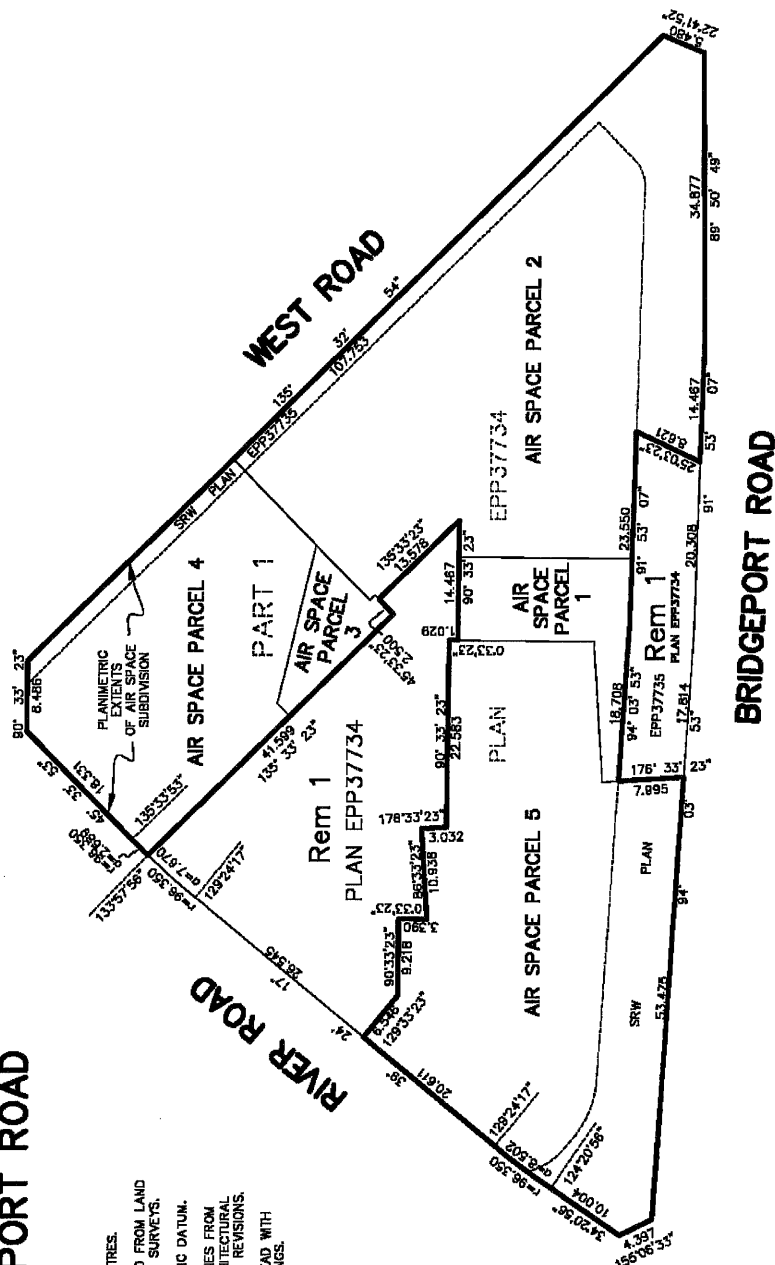
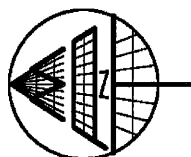
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APPENDIX A. AIR SPACE PARCEL SUBDIVISION PLAN



ITC – BRIDGEPORT ROAD

DIMENSIONS AND ELEVATIONS ARE IN METRES.
PROPERTY LINE DIMENSIONS ARE DERIVED FROM LAND
TITLE RECORDS AND LEGAL FIELD SURVEYS.
ELEVATIONS ARE TO CVD280/GRV GEODETIC DATUM.
PROPOSED AIR SPACE PARCEL BOUNDARIES FROM
CIVIL AVIATION AUTHORITY'S AERIAL AND ARCHITECTURAL
DESIGN DRAWINGS AND ARE SUBJECT TO REVISIONS.
THIS PLAN IS TO BE CONFIRMED AND READ WITH
CURRENT ARCHITECTURAL DESIGN DRAWINGS.



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MATSON PECK & TOPLUSS
SURVEYORS & ENGINEERS
#320 - 11120 HORSESHOE WAY
RICHMOND, B.C., V7A 5H7
PH: 604-270.9331 FAX: 604-270.4137
CADFILE: 15907-COLOUR SCHEMATIC

JULY 12, 2017

SHEET 1 OF 15 SHEETS

ISOMETRIC

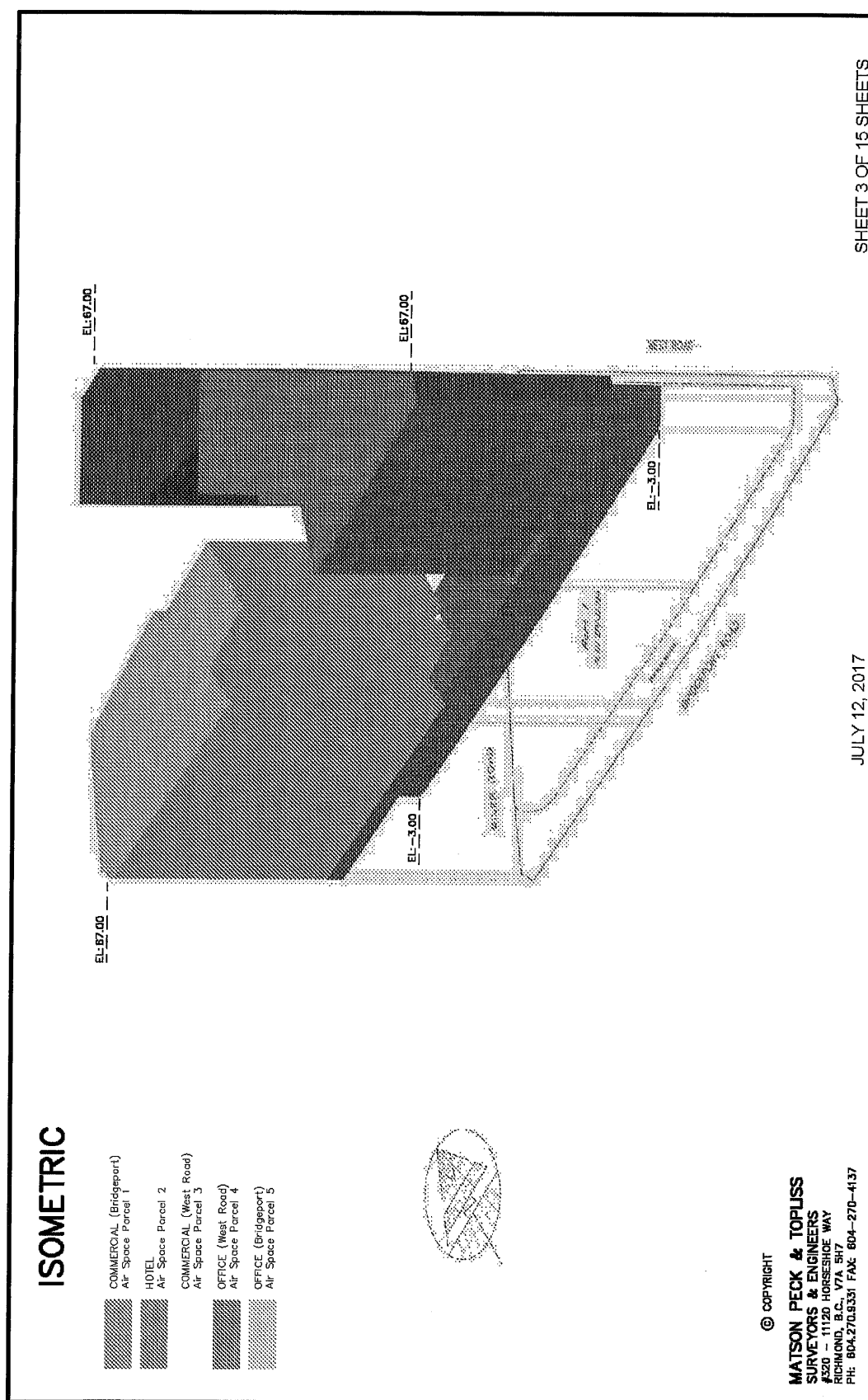
- COMMERCIAL (Bridgeport)
Air Space Parcel 1
- HOTEL
Air Space Parcel 2
- COMMERCIAL (West Road)
Air Space Parcel 3
- OFFICE (West Road)
Air Space Parcel 4
- OFFICE (Bridgeport)
Air Space Parcel 5



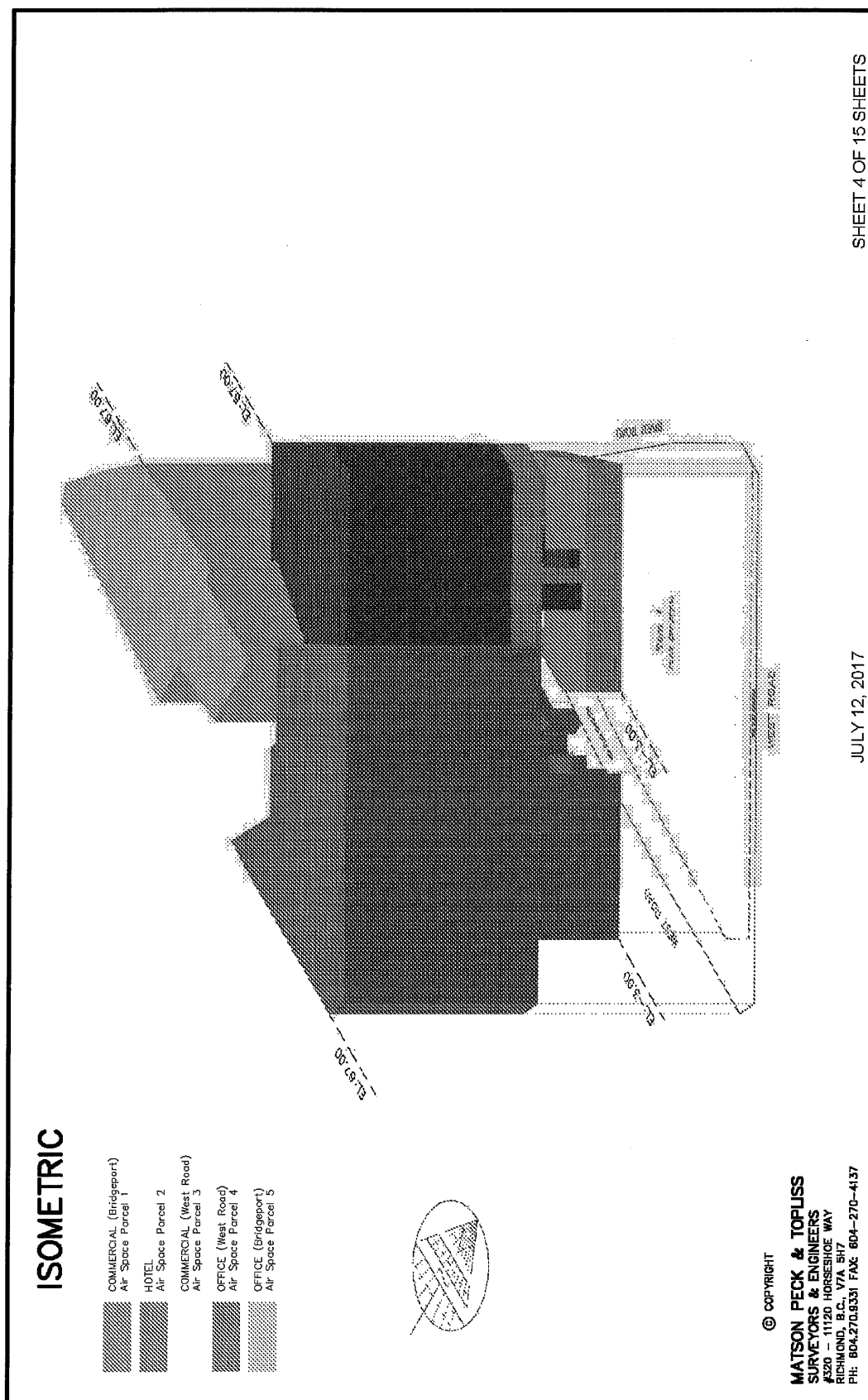
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PH: 604.270.9331 FAX: 604-270-4137

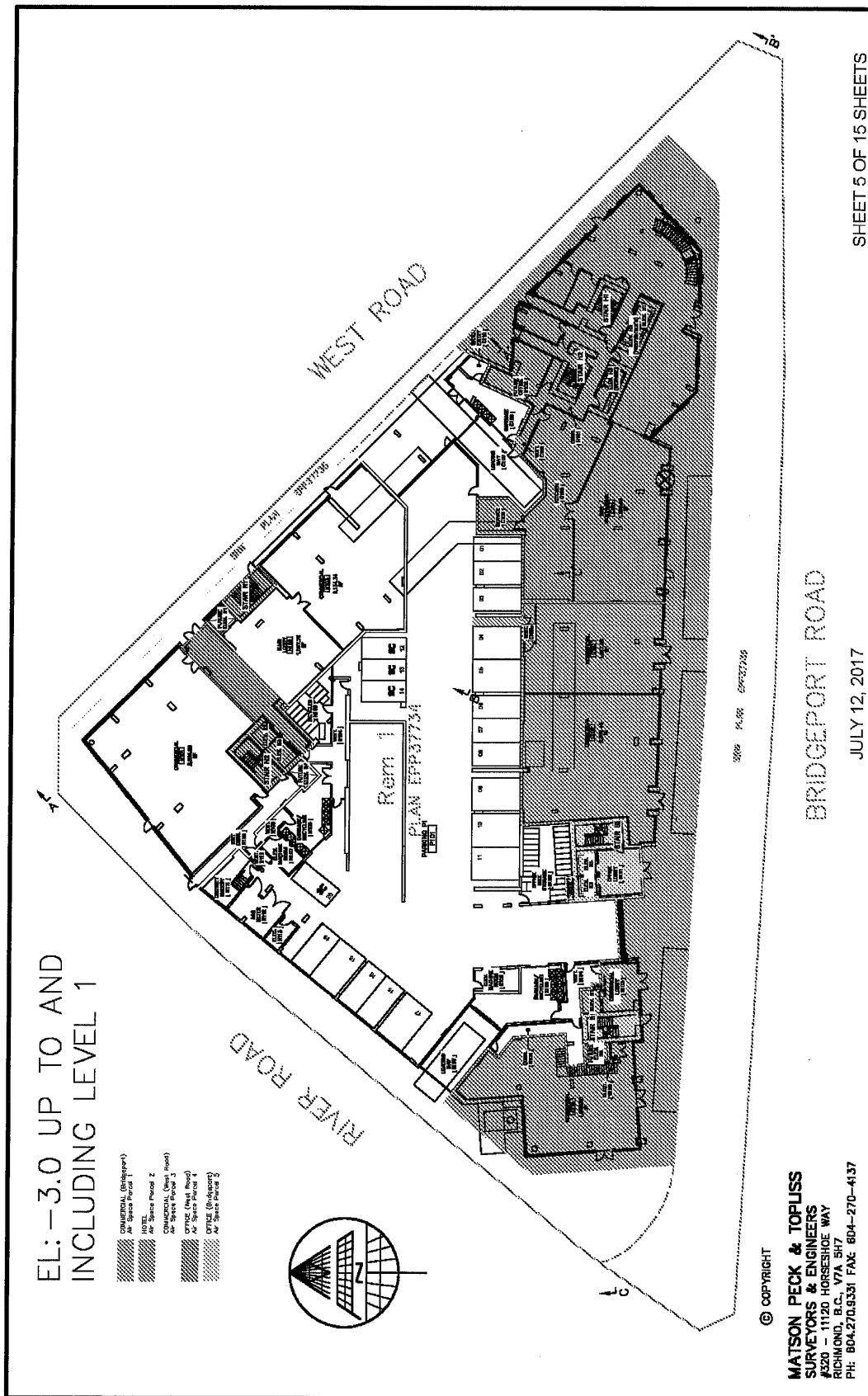
SHEET 2 OF 15 SHEETS

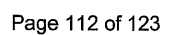
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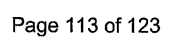


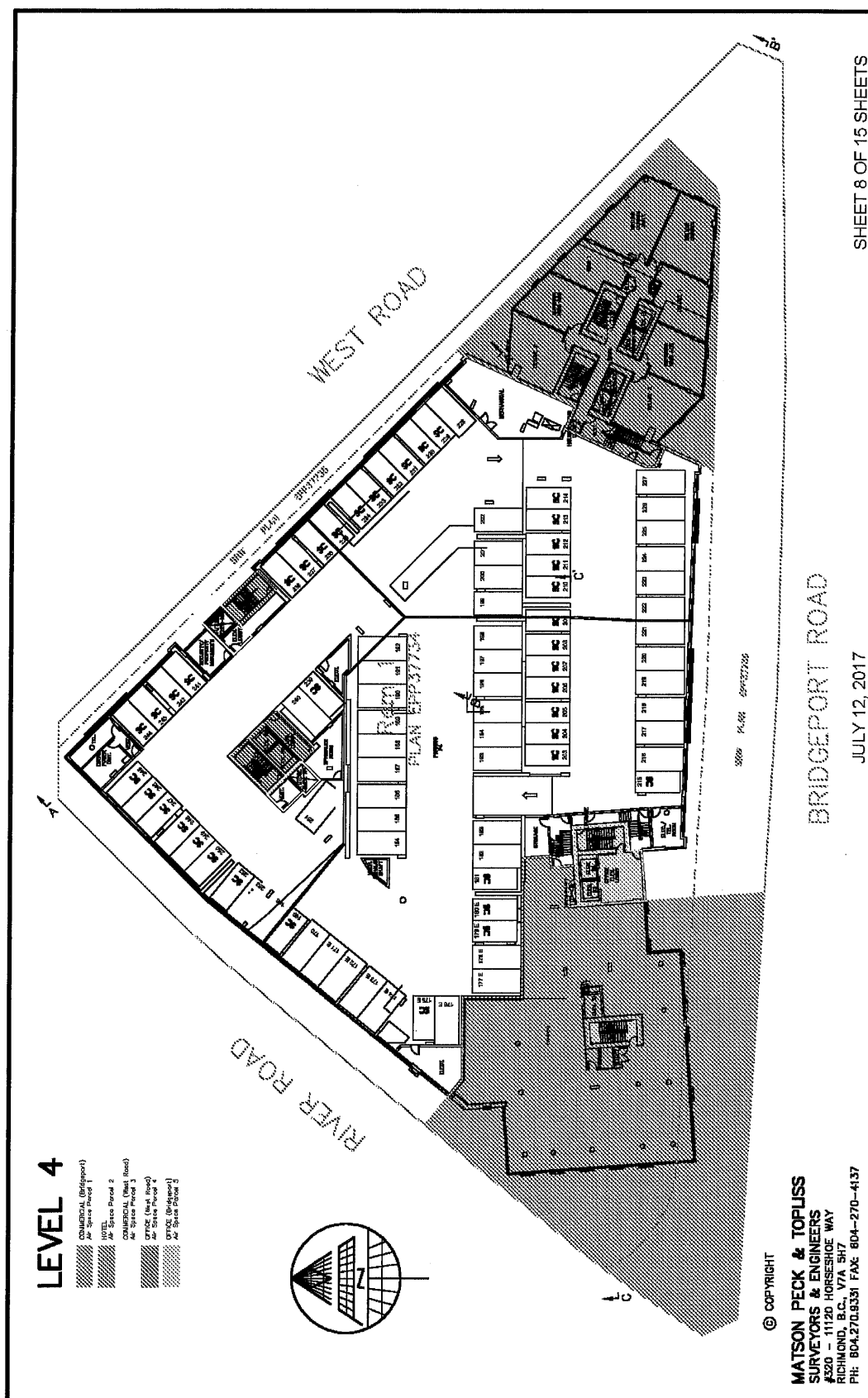
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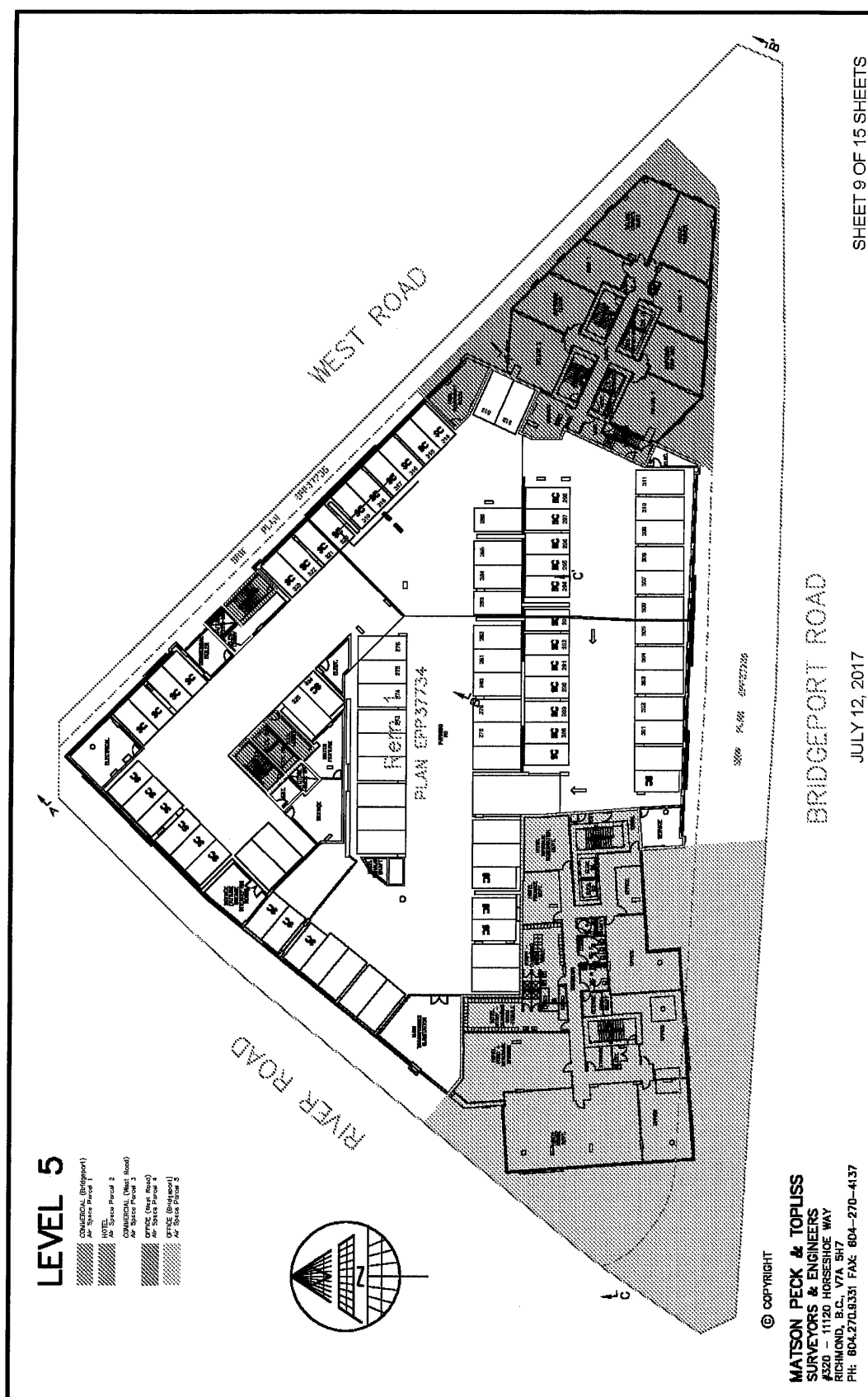


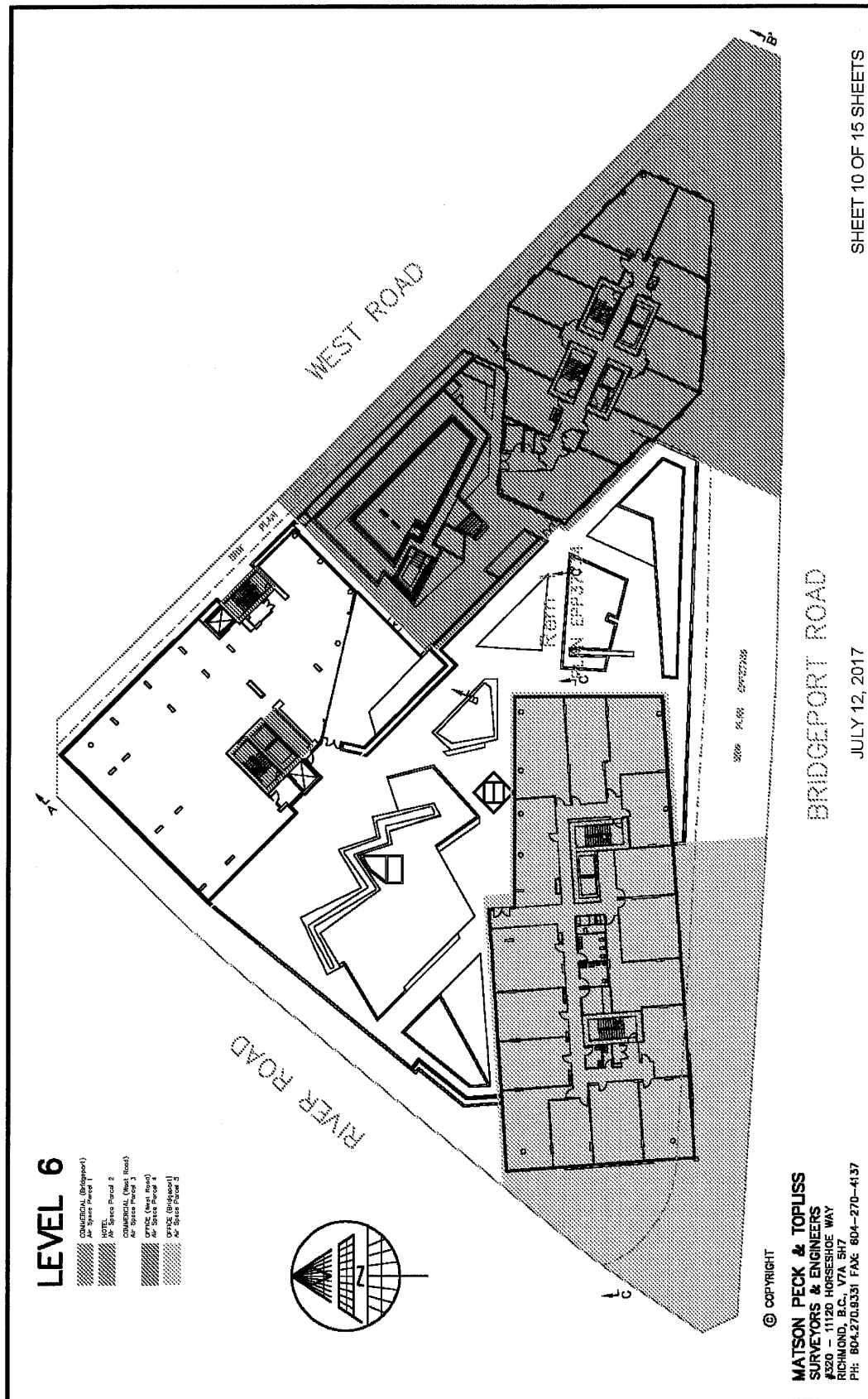




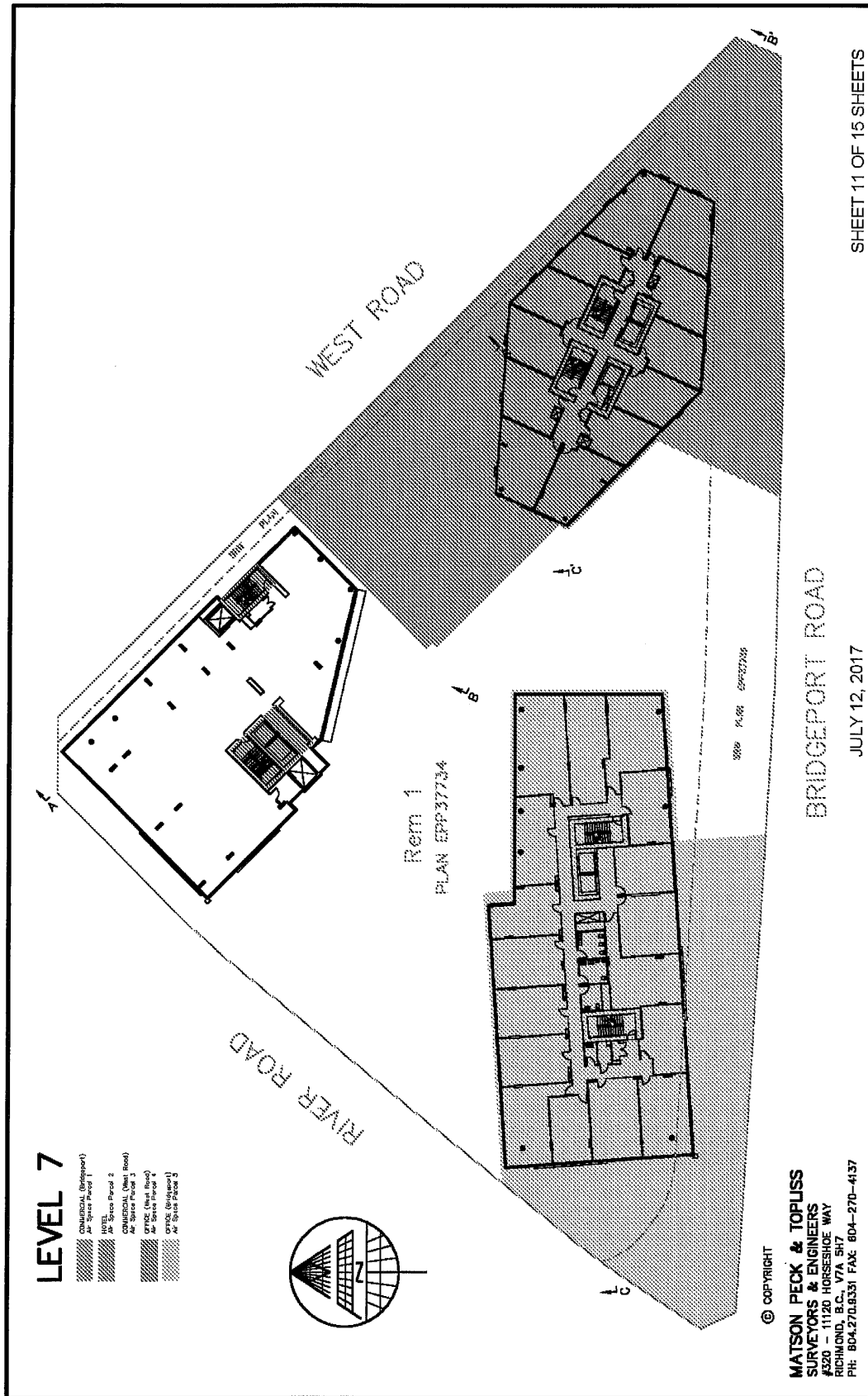


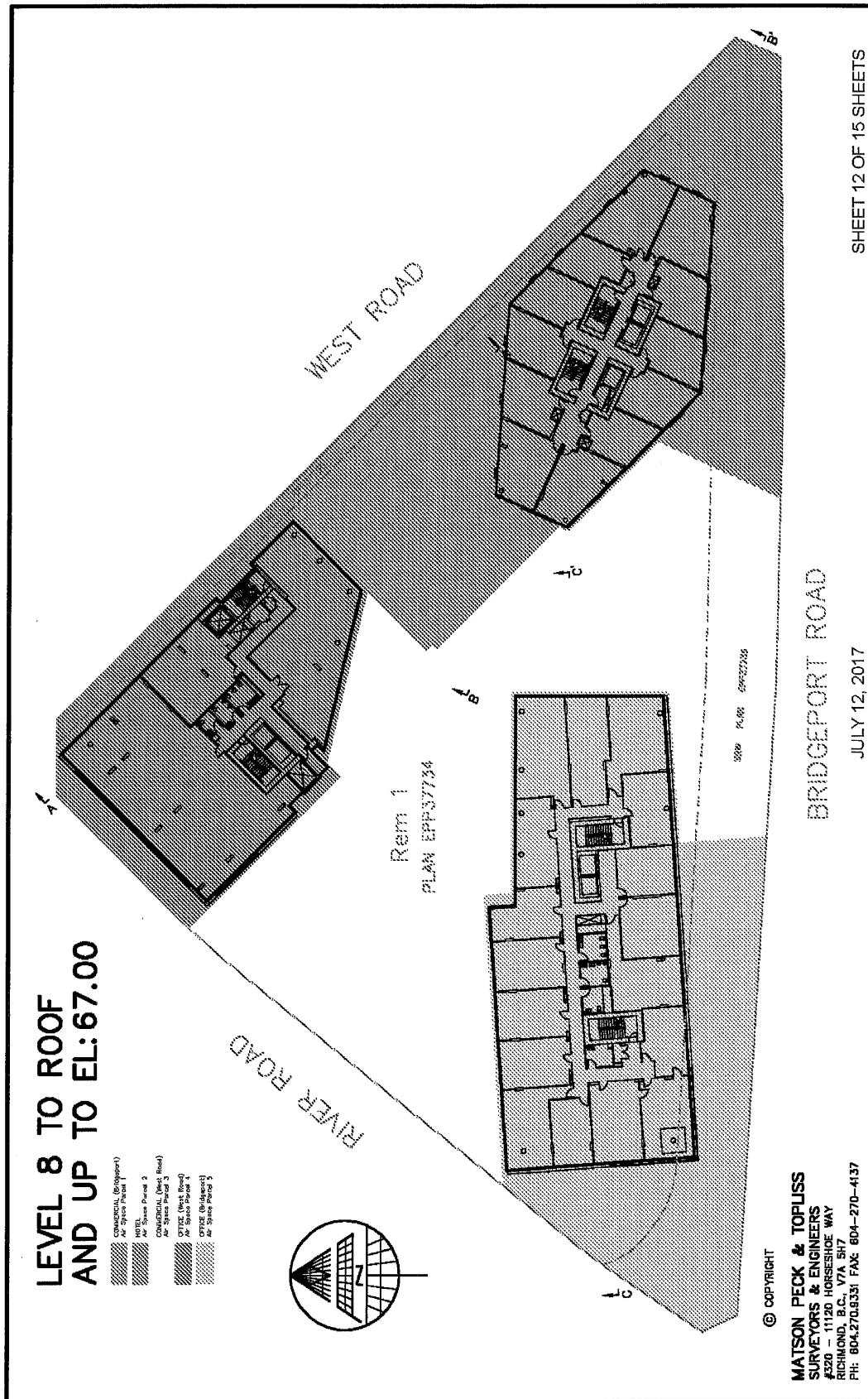






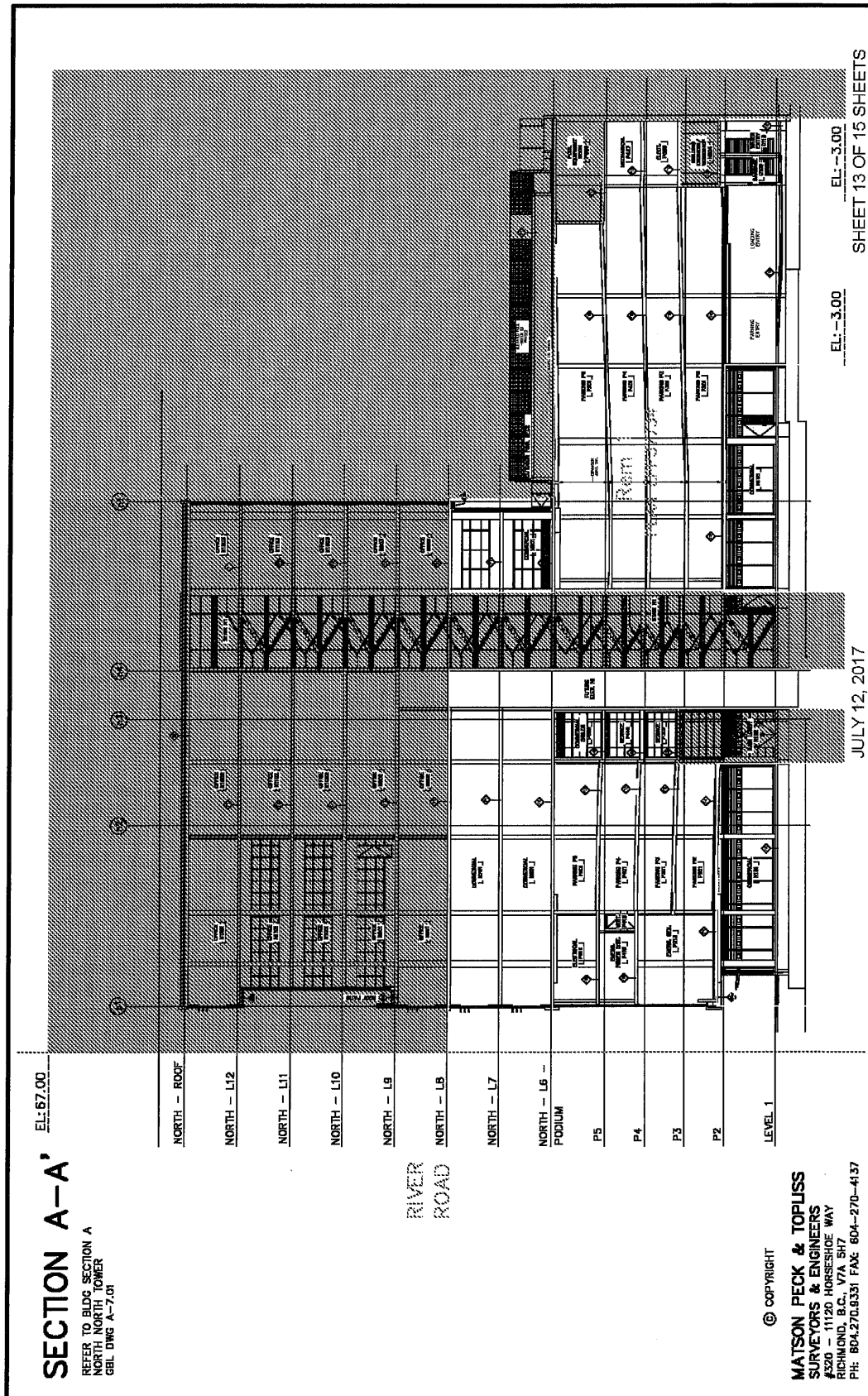
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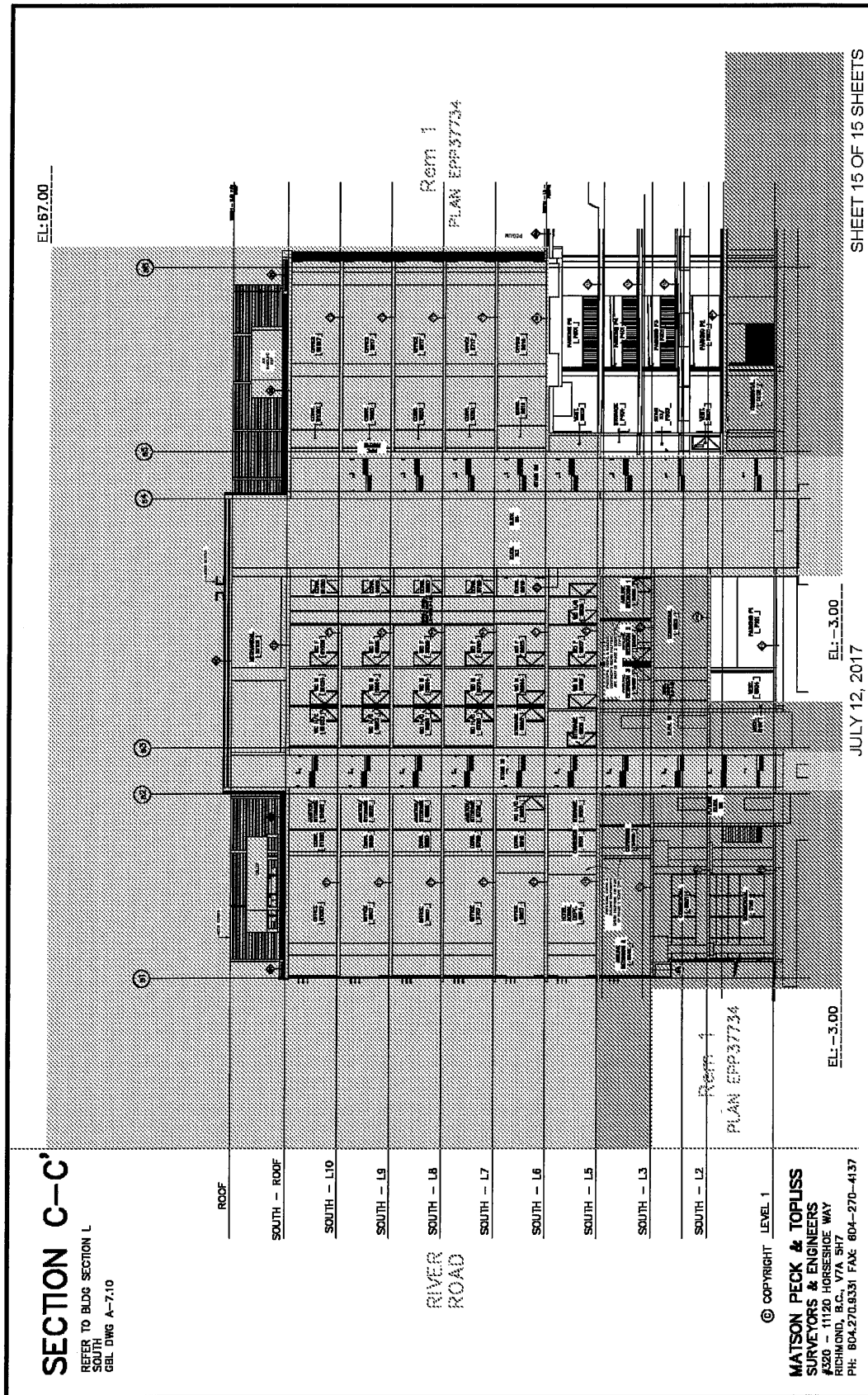
SHEET 12 OF 15 SHEETS

000189



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Consent and Priority Agreement

Mortgage CA4543291 (as modified by CA5807048 and CA6520612) and Assignment of Rents CA4543292 (as modified by CA5807049 and CA6520613)

in favour of Romspen Investment Corporation ("Romspen")

WHEREAS:

- A. Romspen is the owner of mortgage no. CA4543291 (as modified by CA5807048 and CA6520612) and assignment of rents no. CA4543292 (as modified by CA5807049 and CA6520613) registered in the Land Title Office (together, the **"First Prior Charge"**) against title to the land (the **"Land"**) legally described in Item 2 of the *Land Title Act* Form C to which this agreement is attached; and
- B. Section 207 of the *Land Title Act* permits the owner of a charge to grant priority over that charge to the owner of a subsequently registered charge.

THIS AGREEMENT is evidence that in consideration of One Dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which Romspen acknowledges):

- 1. Romspen consents to the granting and registration of the easements, statutory right of way, and Section 219 covenants granted and contained in the attached agreement (collectively, the **"Subsequent Charges"**) and Romspen agrees that the Subsequent Charges are binding upon its interest in and to the Land; and
- 2. Romspen grants priority for the Subsequent Charges over Romspen's right, title and interest in and to the Land, and Romspen postpones the First Prior Charge and all of its right, title and interest under the First Prior Charge to the Subsequent Charges as if the Subsequent Charges had been executed, delivered and registered prior to the execution, delivery and registration of the First Prior Charge.

As evidence of its agreement to be bound by the above terms and conditions, Romspen has executed the Form D to which this agreement is attached and which forms part of this agreement.

000193

Consent and Priority Agreement

Mortgage CA6533024 and Assignment of Rents CA6533025

in favour of Broadway Camera Ltd. ("Broadway Camera")

WHEREAS:

- A. Broadway Camera is the owner of mortgage no. CA6533024 and assignment of rents no. CA6533025 registered in the Land Title Office (together, the **"Second Prior Charge"**) against title to the land (the **"Land"**) legally described in Item 2 of the *Land Title Act* Form C to which this agreement is attached; and
- B. Section 207 of the *Land Title Act* permits the owner of a charge to grant priority over that charge to the owner of a subsequently registered charge.

THIS AGREEMENT is evidence that in consideration of One Dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which Broadway Camera acknowledges):

- 1. Broadway Camera consents to the granting and registration of the easements, statutory right of way, and Section 219 covenants granted and contained in the attached agreement (collectively, the **"Subsequent Charges"**) and Broadway Camera agrees that the Subsequent Charges are binding upon its interest in and to the Land; and
- 2. Broadway Camera grants priority for the Subsequent Charges over Broadway Camera's right, title and interest in and to the Land, and Broadway Camera postpones the Second Prior Charge and all of its right, title and interest under the Second Prior Charge to the Subsequent Charges as if the Subsequent Charges had been executed, delivered and registered prior to the execution, delivery and registration of the Second Prior Charge.

As evidence of its agreement to be bound by the above terms and conditions, Broadway Camera has executed the Form D to which this agreement is attached and which forms part of this agreement.

From: management@itcrichmond.com
Sent: July 16, 2021 2:40 PM
To: barnard@versantehotel.com
Subject: RE: Driveway Inquiry

Hi Barnard,

The area that you are speaking of is a designated loading area. Unfortunately I can not give you guys authority to park there. Due to the high amount of construction activity that has been in place for the Hotel, contractors sometimes use that area to un-load equipment for a short period, which is why you're seeing cars parked there from time to time.

Regards

Harvir Bhatti
Facilities Manager



International Trade Centre
8477 Bridgeport Rd.
Richmond BC.
V6X 0S8

This is Exhibit "D" referred to in the
Affidavit of Denglin Lin
sworn (or affirmed) before me
this 7 day of May 2026

[Signature]
A Commissioner/Notary Public for the
Province of British Columbia

E-mail: management@itcrichmond.com
Cell: (604) 836-5625
Office: (604) 370-0650

From: barnard@versantehotel.com <barnard@versantehotel.com>
Sent: July 16, 2021 1:42 PM
To: management@itcrichmond.com
Subject: Driveway Inquiry

Good Afternoon Harvir,

I was just wondering what the situation is in the Front Drive? I was wondering if there are restrictions to the parking in front of the building once the hotel has opened? If permitted, we would be like to have our Valet team, temporarily park vehicles there, mainly for those guests that request to have their vehicle brought down, or if the Valet team is too busy to bring the vehicle into the parkade right away. I was also wondering who controls the area, if we need to use the space?

Looking forward to your response.

Kind regards,

From: management@itcrichmond.com
Sent: September 7, 2021 3:29 PM
To: barnard@versantehotel.com
Subject: Vallet Parking
Attachments: 20210907_124907.jpg; Inked20210907_124918 (002)_LI.jpg

Hello Barnard,

I've noticed on many occasions that the 2 Mercedes valet Hotel parking trucks have been parking in front of the South tower lobby. Please note that the lobby can not be obstructed as in case of emergencies, the fire truck parks on Bridgeport Road and we can't have anything obstructing the lobby door pathway. I've attached pictures, please ensure that the cars do not park on the lighter side of the pavers. Please let me know if you need me to show you this in person.

Regards

Harvir Bhatti
Facilities Manager



International Trade Centre
8477 Bridgeport Rd.
Richmond BC.
V6X 0S8

E-mail: management@itcrichmond.com
Cell: (604) 836-5625
Office: (604) 370-0650

This is Exhibit "E" referred to in the
Affidavit of Domin Liu
sworn (or affirmed) before me
this 7 day of January 2026
[Signature]
A Commissioner/Notary Public for the
Province of British Columbia

From: management@itcrichmond.com
Sent: August 16, 2022 3:24 PM
To: 'Sanjeet Sadana'
Subject: Private Road Hotel Vehicles
Attachments: 20220816_151606.jpg

Hello Sanjeet,

I was a little shocked to see the Private Road currently full of vehicles. I had a talk with the valet team and for some reason they unloaded all the vehicles down to the Private Road and filled both sides of the road up.. This does not look good and there is only a narrow path for vehicles to drive by right now and could cause some problems.

Can you please speak to your team and let them know not to do this again?

Regards

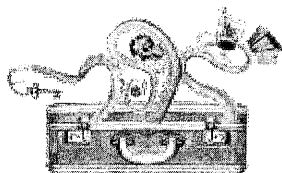
Harvir Bhatti
Facilities Manager



International Trade Centre
8477 Bridgeport Rd.
Richmond BC.
V6X 0S8

E-mail: management@itcrichmond.com
Cell: (604) 836-5625
Office: (604) 370-0650

000197



Versante
HOTEL

BARNARD URQUHART
FRONT OFFICE MANAGER

Hotel: +1 604-242-2752

versantehotel.com

barnard@versantehotel.com

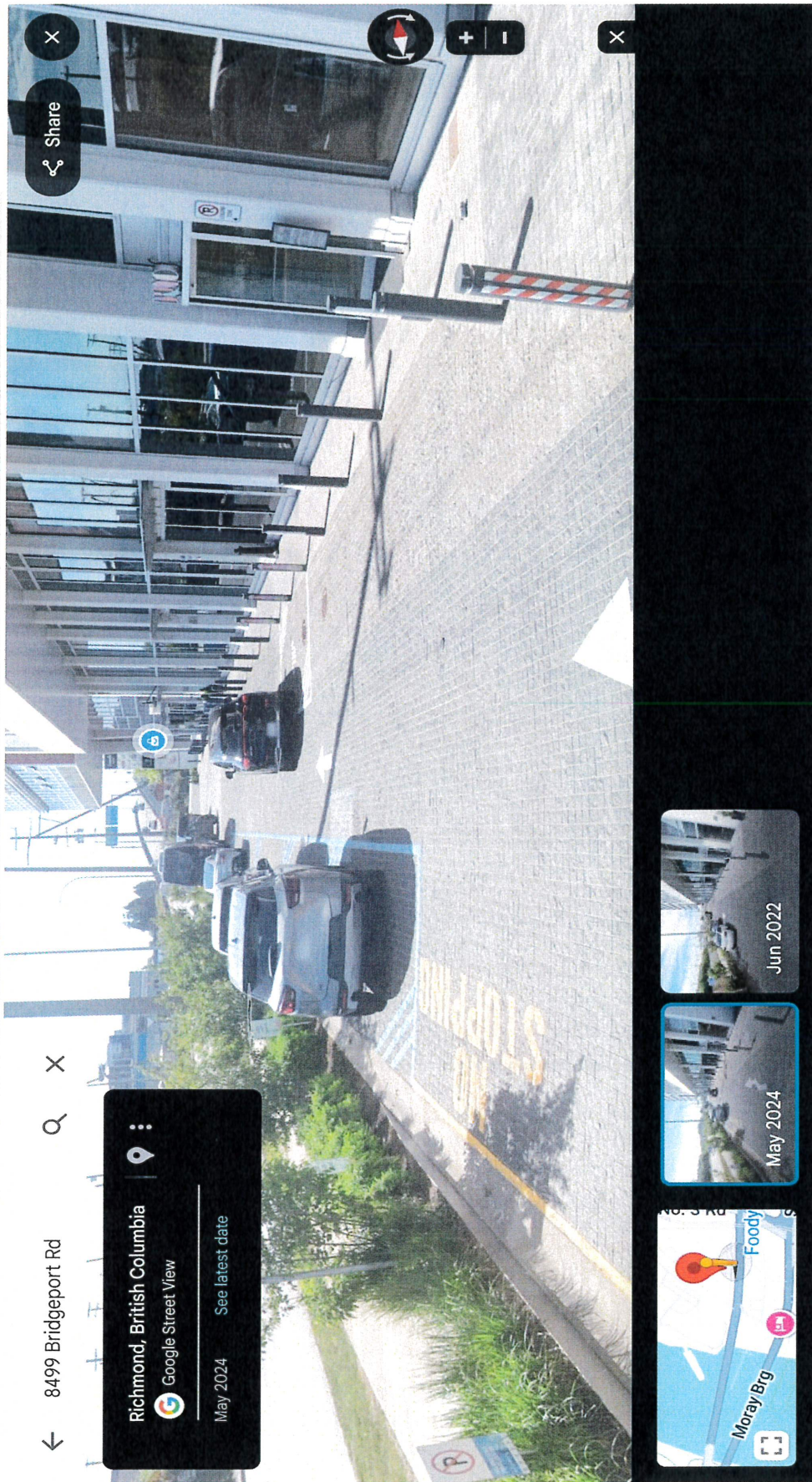
8499 Bridgeport Road, Richmond BC, V6X 1R7 Canada

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This is Exhibit "F" referred to in the
Affidavit of Darwin Lu
sworn (or affirmed) before me
this 7 day of January 2026
[Signature]
A Commissioner/Notary Public for the
Province of British Columbia

000198



000193

From: Michael Yeung <michael.yeung@gentaicapital.com>
Sent: June 27, 2023 2:21 PM
To: management@itcrichmond.com
Subject: RE: Hotel Staffs

The Valet Parking is causing unnecessary traffic wait time. The staffs have no sense of urgency.

Michael Yeung, MBA, BBA, PFP, STI
Executive Vice President, Lending

Direct: 604-242-1614

Mobile: 604-218-9918

Email: michael.yeung@gentaicapital.com



Gentai Capital Corporation

www.gentaicapital.com

#805-8400 West Road, North Tower

International Trade Center

Richmond, BC, V6X 0S7

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From: management@itcrichmond.com <management@itcrichmond.com>
Sent: Tuesday, June 27, 2023 1:36 PM
To: Michael Yeung <michael.yeung@gentaicapital.com>
Subject: RE: Hotel Staffs

[CAUTION: This email originated from outside of the organization]

Hi Michael,

Myself and Macdonald Commercial only manage the South and North tower (ITC) as the hotel is separately managed. May I ask what happened? It would be best to go to the hotel front desk and ask for their manager if you ever have encounters directly with the hotel.

Regards

Harvir Bhatti
Facilities Manager



This is Exhibit "G" referred to in the
Affidavit of Danish Ali
sworn (or affirmed) before me
this 7 day of January, 2026

A Commissioner/Notary Public for the
Province of British Columbia

International Trade Centre
8477 Bridgeport Rd.
Richmond BC.
V6X 0S8

000201

E-mail: management@itcrichmond.com
Cell: (604) 836-5625
Office: (604) 370-0650

From: Michael Yeung <michael.yeung@gentaicapital.com>
Sent: June 27, 2023 1:34 PM
To: management@itcrichmond.com
Subject: Hotel Staffs

If I have to voice my concern of the Hotel Staffs, who should I talk to?

Michael Yeung, MBA, BBA, PFP, STI
Executive Vice President, Lending
Direct: 604-242-1614
Mobile: 604-218-9918
Email: michael.yeung@gentaicapital.com



Gentai Capital Corporation
www.gentaicapital.com
#805-8400 West Road, North Tower
International Trade Center
Richmond, BC, V6X 0S7

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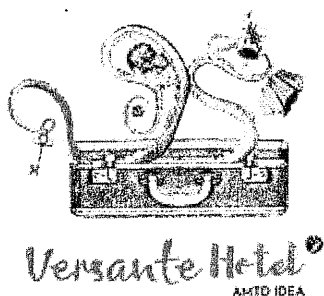
From: tian@versantehotel.com
Sent: July 28, 2023 10:38 AM
To: management@itcrichmond.com
Cc: yasin@versantehotel.com; 'Sanjeet Sadana'
Subject: FW: Trades Parking
Attachments: 20230727_084417.jpg

Hi Harvir,

Sorry for the late reply.

This car is our hotel guest car, the guest will come back on July 30. It is over height, so we have to park it at there.

Thank you



TIAN CUI
DUTY MANAGER

Hotel: +1 604-242-7777
versantehotel.com
tian@versantehotel.com

8499 Bridgeport Road, Richmond BC, V6X 1R7 Canada

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5.0 Excellent

#1 OF 25 HOTELS IN RICHMOND

From: Yasin Khan <yasin@versantehotel.com>
Sent: July 28, 2023 9:37 AM
To: Tian@versantehotel.com
Subject: Fwd: Trades Parking

FYI please investigate

Get [Outlook for Android](#)

From: management@itcrichmond.com <management@itcrichmond.com>
Sent: Thursday, July 27, 2023 8:48:01 AM
To: dutymanager@versantehotel.com <dutymanager@versantehotel.com>; 'Yasin Khan' <yasin@versantehotel.com>
Subject: Trades Parking

Good morning,

Does the pick up in our trades parking stall belong to the hotel, picture attached. If so, I have a contractor coming to site shortly and will have him park in your valet spot as it is completely empty.

Regards

Harvir Bhatti
Facilities Manager



International Trade Centre
8477 Bridgeport Rd.
Richmond BC.
V6X 0S8

E-mail: management@itcrichmond.com
Cell: (604) 836-5625
Office: (604) 370-0650

From: Kevin Tse <kevin@usbeersaver.com>
Sent: August 1, 2023 2:42 PM
To: management@itcrichmond.com
Subject: No Parking

Hi Harvir,,

The hotel is still letting cars park on the side of the road with no parking signs. The valet is there and they should be letting them know they cannot park in the narrow part of the street.

We have had multiple incidents in the last month where my staff was blocked.
The hotel asked one of them to back up and go around as they were blocking the entire road.
This causes a risk to back up onto the main street and go around when they should not be blocking the road in the first place.

Another incident with another staff member, the hotel shuttle deliberately opened both doors to block the entire lane after they honked.

We have seen no improvement to the situation and the narrow part blocking the lane would pose a fire hazard as well for emergency responders.

The cars parked in the no parking should all be towed in the future. Thank you for looking into this.

Regards,

--

Kevin Tse

Chief Operating Officer, US BeerSAVER Systems

C: (917) 668-1638 | O: (877) 501-2337 x 108

From: management@itcrichmond.com
Sent: August 1, 2023 2:52 PM
To: 'Sanjeet Sadana'
Cc: Rita Zhang
Subject: FW: Hotel Vehicles

Hi Sanjeet,

I did not hear back from you regarding the below email. Another tenant has complained with the following:

"The hotel is still letting cars park on the side of the road with no parking signs. The valet is there and they should be letting them know they cannot park in the narrow part of the street.

We have had multiple incidents in the last month where my staff was blocked.

The hotel asked one of them to back up and go around as they were blocking the entire road.

This causes a risk to back up onto the main street and go around when they should not be blocking the road in the first place.

Another incident with another staff member, the hotel shuttle deliberately opened both doors to block the entire lane after they honked.

We have seen no improvement to the situation and the narrow part blocking the lane would pose a fire hazard as well for emergency responders.

The cars parked in the no parking should all be towed in the future. Thank you for looking into this."

This has been an issue since the beginning. Can you advise if you've given any thought on some signage or protocols.

Regards

Harvir Bhatti
Facilities Manager



國際貿易中心

International Trade Centre
#505- 8477 Bridgeport Rd.
Richmond BC.
V6X 0S8

E-mail: management@itcrichmond.com
Cell: (604) 836-5625
Office: (604) 370-0650

From: management@itcrichmond.com <management@itcrichmond.com>
Sent: July 28, 2023 3:41 PM
To: 'Sanjeet Sadana' <sanjeet@versantehotel.com>
Cc: Rita Zhang <rita@sunwins.ca>
Subject: Hotel Vehicles

Hi Sanjeet,

000206

Another ITC owner has complained today with the following, he's advised that its happened a couple of times to him now:

"They blocked both sides of the pathway with no one in the car as they were checking in to the hotel. We still have the same issues and I briefly told the valet and they said its not us parking there it's the guest. They need to tell their guest to move. I think they need to put up the signs for no stopping so it is clear to everyone including taxis, guests and valet parking."

Have you had any thoughts on how to limit these instances and set up some protocols or signs? This is an on-going nuisance.

Regards

Harvir Bhatti
Facilities Manager



國際貿易中心

International Trade Centre
#505- 8477 Bridgeport Rd.
Richmond BC.
V6X 0S8

E-mail: management@itcrichmond.com

Cell: (604) 836-5625

Office: (604) 370-0650

From: management@itcrichmond.com
Sent: August 10, 2023 1:08 PM
To: 'Kenny Liang'
Subject: U#120 Renovation
Attachments: 20230810_124119.jpg

Hi Kenny,

See picture attached as this is unacceptable. We went over that vehicles can not park on the side of the driveway close to your unit and the vehicle has been there for hours now. It's also making a big mess outside that you should confirm will be cleaned once they leave. There's also a vehicle on the hotel valet side of the road beside of it which makes it very tight and dangerous for vehicles to get through.

Can you go talk to your trades and have them move? If this happens again U#120 may be fined. Also can I have your phone number? I've been looking through the records but can not find it.

Regards

Harvir Bhatti
Facilities Manager



International Trade Centre
#505- 8477 Bridgeport Rd.
Richmond BC.
V6X 0S8

E-mail: management@itcrichmond.com
Cell: (604) 836-5625
Office: (604) 370-0650

From: Kevin Tse <kevin@usbeersaver.com>
Sent: August 18, 2023 12:37 PM
To: management@itcrichmond.com
Subject: Hotel Valet Swearing at me for honking

Hi Harvir,

As discussed we are having issues with the hotel shuttle service. They were parked blocking the path in front of the hotel lobby. No active loading or unloading was taking place. I honked at them and the Valet driver came up and said in his words "You weird fuck you"

I immediately asked for the manager in which he walked away.

I parked and went inside to look for the manager and they apologized for the conduct. I said this is the second time this has happened to me where they swear at me and think it is ok.

I spoke with another colleague and they have mentioned numerous times the taxis also load and leave their door open and block the lane as well.

Regards,

--

Kevin Tse

Chief Operating Officer, US BeerSAVER Systems

C: (917) 668-1638 | O: (877) 501-2337 x 108

From: Samra, Satinder (RCMP/GRC) <Satinder.Samra@rcmp-grc.gc.ca>
Sent: December 11, 2024 2:03 PM
To: management@ITCrichmond.com
Subject: Police File# 24-38302

Hello,

I am Constable SAMRA of the Richmond RCMP. I wanted to request CCTV footage of a motor vehicle incident by a valet driver which took place on November 30, 2024 at approximately 1910-2230 hours. If you could provide me with the surveillance footage as soon as possible. Please advise me if the video is unavailable.

Thank you,
Cst. SAMRA 368451
Richmond RCMP
B Watch - General Duty

From: Kevin Tse <kevin@usbeersaver.com>
Sent: November 18, 2025 6:14 PM
To: management (management@itcrichmond.com)
Subject: Blocking the path

Hi can you speak with the hotel about parking in the no stopping and also not having the keys to the car in the valet spot. You can't expect us to go around they were blocking about 5 cars. This behavior needs to have fines imposed as it keeps on occurring. Please let me know once you have a resolution.

000211

Regards

Kevin

A photograph of a street scene. In the foreground, a white FedEx delivery truck is parked on the side of the road, facing right. Its headlights are on. Behind it, a white U-Haul truck is also parked, facing right. To the right of the trucks, a black and white striped traffic cone stands on the pavement. The background shows a building with a dark roof and a street with power lines. The sky is overcast.

**A Commissioner/Notary Public for the
Province of British Columbia**



NO. S244137
VANCOUVER REGISTRY

ON THE APPLICATION of Deloitte Restructuring Inc., in its capacity as court appointed receiver (in such capacity, the "**Receiver**") of the assets, undertakings and properties of

International Trade Center Properties Ltd. ("ITCP") Hotel Versante Ltd., and RCC Holdings Ltd. (the "**Debtors**") acquired for, or used in relation to the business and operations, of the hotel known as the "Versante Hotel", including without limiting the foregoing all proceeds thereof, with a civic address of 8499 Bridgeport Road, Richmond, B.C. and with the following legal descriptions:

PID: 030-795-851

Air Space Parcel 2 Section 21 Block 5 North Range 6 West New
Westminster
District Air Space Plan EPP73985 (the "**Air Space Parcel**")

PID: 029-611-598

Lot 1 Section 21 Block 5 North Range 6 West New Westminster District
Plan
EPP37734 Except Air Space Plan EPP73985 (the "**Remainder Parcel**")

(the "**Hotel Property**")

AND ON HEARING John Sandrelli and Cassandra Federico, counsel for the Receiver, and those parties listed on **Schedule "A"** hereto;

AND ON READING the Third Report of the Receiver dated October 10, 2025 (the "**Third Report**") and the Supplement to the Third Report of the Receiver dated October 20, 2025 (the "**Third Supplement Report**")

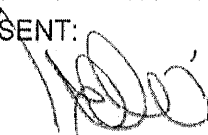
AND UPON REVIEWING the Amended and Restated Receivership Order of the Honourable Justice Fitzpatrick granted on April 2, 2025 (the "**Receivership Order**")

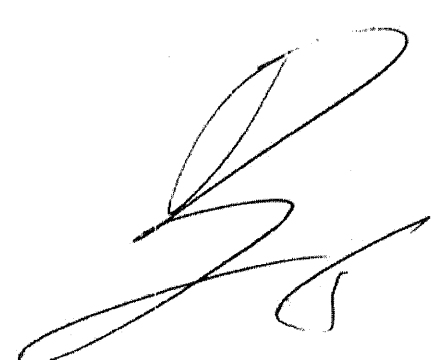
THIS COURT ORDERS that:

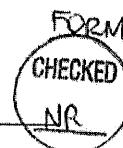
1. The Notice of Application is properly returnable today and service thereof upon any interested party other than those parties on the Service List (as defined in the Receivership Order) maintained by the Receiver for these proceedings is hereby dispensed with.
2. The Receiver is hereby authorized to execute the Valet Parking Easement Agreement, as defined in the Third Supplement Report, substantially in the form attached hereto as Schedule "B", on behalf of the Debtor ITCP in its capacity as owner of the Remainder Parcel, as grantor, and the Debtor ITCP in its capacity as owner of the Air Space Parcel, as grantee.

3. Endorsement of this Order, other than by counsel for the Receiver, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of John Sandrelli
Lawyer for the Receiver
By the Court.

Registrar

SCHEDULE "A"

Counsel Appearing

Counsel	Party Represented
John R. Sandrelli Cassandra Federico	The Court-appointed Receiver, <i>Deloitte Restructuring Inc.</i>
Colin Brousson + Joel Robertson-Taylor	The Petitioners, <i>Fox Island Development Ltd. and Advanced Venture Holding CO. Ltd.</i>
Claire Hildebrand	<i>Citation Property Holdings Limited</i>
Hein Poulus, KC + Saheli Sodhi	<i>Kensington Union Bay Properties Nominee Ltd., Kensington Union Bay Properties Limited Partnership, Kensington Union Bay Properties GP Ltd., International Trade Center Properties Ltd., SFT Digital Holdings 30 Ltd., Hotel Versante Ltd., Sunwins Enterprise Ltd., Mo Yeung Ching also known as Michael Ching, and Mo Yeung Properties Ltd.</i>
Benjamin La Borie	<i>Kensington Union Bay Properties Nominee Ltd. (formerly known as 34083 Yukon Inc.), Kensington Union Bay Properties Limited Partnership, Kensington Union Bay Properties GP Ltd., International Trade Center Properties Ltd., Sunwins Enterprise Ltd., Mo Yueng Ching also known as Michael Ching, Mo Yueng Properties Ltd., SFT Digital Holdings 30 Ltd., Hotel Versante Ltd., and 1212429 B.C. Ltd.</i>
Peter Reardon	<i>Bygenteel Capital Inc.</i>

000217

Schedule "B"- Form of Easement

(See attached)



1. Application

DENTONS CANADA LLP, Barristers and Solicitors
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8
604-687-4460

File No. 131048-106 / Emily LeDue
Valet Parking Stalls Easement

2. Description of Land

PID/Plan Number	Legal Description
029-611-598	LOT 1 SECTION 21 BLOCK 5 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN EPP37734 EXCEPT AIR SPACE PLAN EPP73985

3. Nature of Interest

Type	Number	Additional Information
EASEMENT		Entire Instrument Over areas outlined in bold on Plan EPP147906 Dominant Tenement: PID: 030-795-851 Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

INTERNATIONAL TRADE CENTER PROPERTIES LTD., NO.BC0909412

6. Transferee(s)

INTERNATIONAL TRADE CENTER PROPERTIES LTD. SUITE 500 - NORTH TOWER, 5811 COONEY ROAD RICHMOND BC V6X 3M1	BC0909412
--	-----------

7. Additional or Modified Terms

**8. Execution(s)**

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**INTERNATIONAL TRADE CENTER
PROPERTIES LTD.**

as Transferor

By their Authorized Signatory

Print Name:

Print Name:**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**INTERNATIONAL TRADE CENTER
PROPERTIES LTD.**

as Transferee

By their Authorized Signatory

Print Name:

Print Name:**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Land Title Act

Charge

General Instrument – Part 1

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**TERMS OF INSTRUMENT – PART 2
EASEMENT AGREEMENT
(VALET PARKING STALLS)**

THIS AGREEMENT dated for reference the _____ day of October, 2025.

BETWEEN:

INTERNATIONAL TRADE CENTER PROPERTIES LTD.
(Inc. No. BC0909412)
Suite 500 – North Tower, 5811 Cooney Road
Richmond, British Columbia V6X 3M1
(the "Remainder Owner")

AND:

INTERNATIONAL TRADE CENTER PROPERTIES LTD.
(Inc. No. BC0909412)
Suite 500 – North Tower, 5811 Cooney Road
Richmond, British Columbia V6X 3M1
(the "ASP2 Owner")

WHEREAS:

A. The Remainder Owner is the owner in fee simple of all and singular those certain parcels or tracts of land and premises situated in the City of Richmond, in the Province of British Columbia and more particularly known and described as:

Parcel Identifier: 029-611-598
Lot 1 Section 21 Block 5 North Range 6 West New Westminster District
Plan EPP37734 Except Air Space Plan EPP73985

(the "Remainder");

B. The ASP2 Owner is the owner in fee simple of all and singular those certain parcels or tracts of land and premises situated in the City of Richmond, in the Province of British Columbia and more particularly known and described as:

Parcel Identifier: 030-795-851
Air Space Parcel 2 Section 21 Block 5 North Range 6 West New
Westminster District Air Space Plan EPP73985

("ASP2");

C. The ASP2 Owner has developed ASP2 into a fourteen storey luxury boutique hotel with approximately 110 rooms and related amenities (the "**Hotel Development**");

D. The ASP2 Owner has operated the Hotel Development or caused the Hotel Development to be operated as luxury boutique hotel since on or about July 21, 2021;

E. The operation of the Hotel Development has always included access to and the use of certain surface level valet parking stalls (each, a "**Valet Stall**" and collectively, the "**Valet Stalls**") constructed on the Remainder, which Valet Stalls are located in the areas outlined in bold on Plan EPP147906 (a reduced copy of which is attached as Schedule "A") comprising 99.7 square metres and 27.6 square metres (together the "**Easement Area**"); and

F. The Remainder Owner, as owner of the Remainder, wishes to grant to the ASP2 Owner, as owner of ASP 2, an easement over the Easement Area for the purpose of accessing and using the Valet Stalls for the benefit of the Hotel Development on the terms and conditions herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$10.00 and other consideration, now paid by the Strata Corporation to the Remainder Owner (the receipt and sufficiency of which are hereby acknowledged) and of the covenants herein contained, the parties agree as follows:

1.0 EASEMENT OVER THE REMAINDER

1.1 The Remainder Owner, as owner of the Remainder, hereby grants, transfers and conveys unto the ASP2 Owner, as owner of ASP2, for the benefit of and to be appurtenant to ASP2, subject to the terms and conditions herein, the full, free, right, license, liberty, privilege, easement and right-of-way over the Easement Area in common with the Remainder Owner, but subject always to the terms and conditions hereof, for ASP2 Owner and its employees, agents, permittees, licensees and invitees and anyone authorized by the ASP2 Owner or any of its employees, agents, permittees, licensees and invitees (the "**Users**");

- (a) to enter upon, return, pass and re-pass at all times by day and by night, on foot or with vehicles, over the Easement Area for the sole purpose of accessing and using the Valet Stalls for the purpose of parking vehicles; and
- (b) to do all acts which are incidental to the use of the Easement Area and the Valet Stalls located therein in the manner set out above.

2.0 ASP2 OWNER'S COVENANTS

2.1 The ASP2 Owner covenants and agrees with the Remainder Owner that:

- (a) it will not and will not permit any of its Users to do any act or thing which will damage, disturb, prejudice, interrupt, interfere with, injure or otherwise adversely affect the Remainder (including the Easement Area) or the Remainder Owner's use and enjoyment of the Remainder, which, subject to Section 3.1, shall be full, free and unrestricted;
- (b) in exercising its right hereunder, it shall at all times act and cause its Users to act, reasonably and with due consideration for the interests of the Remainder Owner and any users of the Remainder and will cause as little disturbance to the Remainder Owner and any users of the Remainder as is reasonably possible;
- (c) in exercising its right hereunder, it shall strictly comply and shall cause its Users to strictly comply, in every respect with all applicable laws and regulations in force from time to time;
- (d) in exercising its right hereunder, it shall strictly comply and shall cause its Users to strictly comply, in every respect, with all rules and regulations for surface level parking that may be established by the Remainder Owner from time to time;
- (e) it will not use nor permit its Users to use the Easement Area for any purposes other than those herein specifically set out in Section 1.1, and without limiting the foregoing, the ASP2 Owner will not and will not permit:
 - (i) the Easement Area to be used for storage of personal property or for carrying out any tune-up, oil-change, repair, painting, installation or any other work on a vehicle; or
 - (ii) the Easement Area to be used for the cleaning of any vehicles;
- (f) it will repair or make good, in the manner required by the Remainder Owner, any damage it causes to any vegetation or to any improvements on the Remainder, including any utilities and surface material, other than ordinary wear and tear that is caused by the ASP2 Owner and its Users, all to a condition at least as good as the same was in prior to such damage. The manner in which such damage is rectified, whether by repair, replacement, removal or monetary compensation (including the amount of any monetary compensation), will be determined by the Remainder Owner in its sole and

absolute discretion. If the ASP2 Owner does not promptly make rectify such damage as may be required by the Remainder Owner, the Remainder Owner will have the right to restore the Remainder at the expense of the ASP2 Owner;

- (g) it will not park nor permit any User to park in the Valet Stalls:
 - (i) a non-operational vehicle;
 - (ii) a vehicle that drips oil, gasoline, a staining substance, or other harmful fluid;
 - (iii) any oversized vehicle or any boat, trailer, motor home, delivery van, trades vehicles, moving vans, limousines, taxis, equipment or machinery, camper;
 - (iv) a vehicle outside of the marked lines of a Valet Stall or in a manner that hinders the passage of any other vehicles;
 - (v) more than one vehicle per Valet Stall; or
 - (vi) a vehicle which is offensive, unsightly or otherwise objectionable as determined by the Remainder Owner, acting reasonably;
- (h) it will not store nor permit any User to store in a vehicle parked in a Valet Stall any noxious, hazardous, dangerous or inflammable substance or substance that gives off an offensive odour;
- (i) it will not leave nor permit any User to leave a vehicle running and unattended nor leave a vehicle parked in a manner that may interfere with the use of any part of the Remainder; and
- (j) it will not bring onto the Remainder nor permit any User to bring onto the Development any trucks, commercial vehicles, or vehicles exceeding 4,000 kilograms gross vehicle weight.

2.2 The ASP2 Owner covenants to cooperate with the Remainder Owner to permit the temporary suspension or relocation of the easement rights contained herein in the event the Remainder Owner, acting reasonably, wishes to relocate the Valet Stalls. Upon the completion of any demolition, alteration or relocation, the Remainder Owner will designate the equivalent number of valet parking stalls for the use of the ASP2 Owner and will establish a new reasonable access route to such valet parking stalls. If applicable, the Remainder Owner will complete a replacement survey plan identifying such new valet

parking stalls and easement area, and this Agreement shall be amended or replaced to reflect that the new easement area herein contained is only over that portion of the Remainder containing the new valet parking stalls and the new easement area.

2.3 Where the ASP2 Owner or any User is in violation of any covenant in Section 2.1 above, the Remainder Owner shall have the right to remove any vehicles or other personal property parked or stored in contravention thereof by a towing company or disposal company, and the ASP2 Owner shall promptly reimburse all costs of removal or disposal incurred by the Remainder Owner upon demand. The Remainder Owner shall not be liable for any damage to such motor vehicles or personal property.

3.0 ENJOYMENT OF EASEMENT AREA

3.1 The Remainder Owner covenants and agrees with the ASP2 Owner that, subject to the terms hereof, and provided the ASP2 Owner performs and observes the terms, covenants and conditions on its part to be performed and observed:

- (a) the ASP2 Owner may peaceably hold and enjoy the rights, licences, liberties, rights-of-way, privileges and easements hereby granted without hindrance, molestation or interruption on the part the Remainder Owner or of any person, firm or corporation claiming by, through, under or in trust for the Remainder Owner;
- (b) the Remainder Owner will not permit any party other than the Users to park within the Valet Stalls; and
- (c) except as permitted herein, the Remainder Owner, will not make, place, erect or maintain any improvements on the Easement Area which will interfere with the use of the Easement Area by the ASP2 Owner as herein contemplated and the rights herein granted to the ASP2 Owner.

3.2 Provided the Remainder Owner complies with Section 3.1 above, nothing in this Agreement shall restrict or otherwise impair in any way the ability of the Remainder Owner to subdivide and develop the Remainder in any manner which it may in its sole unfettered discretion determine or deem appropriate. For greater certainty and without restricting the generality of the foregoing, the Remainder Owner may develop and construct or not develop and construct such hotels, condominiums, townhouses, other multi-family, single-family residences, mixed use building or any other development authorized by the City of Richmond together with complementary improvements at such locations, in such manner and at such times on the Remainder as the Remainder Owner shall see fit.

4.0 RELEASES AND ASSURANCES

4.1 The ASP2 Owner covenants and agrees that except in the case of wilful misconduct on the part of the Remainder Owner:

- (a) the ASP2 Owner assumes all risk in connection with the exercise of any rights and easements granted herein and its and its Users' entry onto the Remainder;
- (b) the Remainder Owner shall have no liability whatsoever in connection with the ASP2 Owner's or its Users' exercise of the rights and easements granted herein and the ASP Owner's and its Users' entry onto the Remainder, and without limiting the foregoing, the Remainder Owner is not liable for any property damage, theft, vandalism or disappearance of the vehicles or their contents; and
- (c) hereby unconditionally releases and discharges the Remainder Owner and its directors, officers, employees, contractors, property managers, licensees and agents (the "**Remainder Owner's Indemnified Parties**") from any and all actions, causes of action, claims, damages, demands, expenses, and liabilities, including any indirect or consequential costs, damages or losses, that the ASP2 Owner now or hereafter may have or incur arising from any matter in connection with or related to its entry and its Users' entry onto any portion of the Remainder, its exercise or use of any of the easements or rights granted herein, including, without limitation, any claims arising in negligence, relating to damage to property, for death or personal injury, or under the *Occupiers Liability Act*, RSBC 1996, c 337, as amended.

4.2 The ASP2 Owner shall be fully responsible for and assumes all liability in connection with the use of the Easement Area by its Users, regardless of whether the ASP2 Owner had any knowledge, notice or forewarning of the likelihood of such liability arising or of any action or omission of the Users or those authorized by the ASP2 Owner or its Users. Without limiting the foregoing, the contravention by any User of any covenant, term or condition contained in this Agreement to be kept, observed or performed by the ASP2 Owner shall be deemed to be a contravention by the ASP2 Owner.

4.3 Except to the extent caused by the wilful misconduct of the Remainder Owner, the ASP2 Owner shall indemnify and save the Remainder Owner and the Remainder Owner's Indemnified Parties harmless against all actions, causes of action, claims, damages, losses, demands, costs, expenses (including fees of solicitors and other professional

advisors on a full indemnity basis), and liabilities, including any indirect or consequential costs, damages or losses, and third party claims that the Remainder Owner and the Remainder Owner's Indemnified Parties now or hereafter may have or incur arising out of or in connection with or that would not have occurred "but for":

- (a) any breach, violation or non-performance of the ASP2 Owner and its Users, or anyone authorized by either of them of any covenant, term or condition contained in this Agreement to be kept, observed or performed by the ASP2 Owner;
- (b) any activity, use, work or other thing whatsoever that is done, carried out, made or otherwise occurs in or about the Easement Area and done by the ASP2 Owner and its Users;
- (c) any matter or thing permitted or omitted (whether negligent or otherwise) by the ASP2 Owner and its Users;
- (d) the removal of any vehicles from the Remainder, pursuant to Section 2.3;
- (e) the easements and the rights granted to the ASP2 Owner herein and the exercise of the same by the ASP2 Owner and its Users; and
- (f) this Agreement,

and the amount of any losses, damages, and costs shall be paid by the ASP2 Owner to the Remainder Owner at the time the Remainder Owner is legally obligated to pay monies to a person suffering losses contemplated by this Section 4.3 or upon Remainder Owner providing proof of such losses, damages, and costs suffered by or incurred by it.

5.0 INSURANCE

5.1 From the date of registration of this Agreement, the ASP2 Owner shall take out and maintain for as long as this Agreement is in force, at its sole expense, insurance on such terms and with such coverage as the Remainder Owner may from time to time reasonably require. Without limiting the foregoing, such insurance may include:

- (a) comprehensive general liability insurance providing coverage on an occurrence basis in an amount not less than \$5,000,000 per occurrence under which insurance policy or policies, the ASP2 Owner being the named insured and the Remainder Owner, its property manager, and any other designated person with an interest in the Remainder named as additional insureds;

- (b) cross-liability and severability of interest provisions, coverage for personal injury and death, property damage and damage to the Remainder;
- (c) a waiver of any rights of subrogation which the insurer may have against the Remainder Owner or the Remainder Owner's Indemnified Parties; and
- (d) a provision that the insurer that the insurance policy or policies will not be cancelled or materially amended without first giving thirty (30) days' notice to the Remainder Owner of such amendment or cancellation.

5.2 On the date of registration of this Agreement, and from time to time upon demand, the ASP2 Owner will provide the Remainder Owner with evidence satisfactory to the Remainder Owner of the insurance required by Section 5.1.

5.3 In the event that the insurance policy or policies required to be maintained by the ASP2 Owner are cancelled, materially amended, or not renewed at any time during the period in which the ASP2 Owner is required to maintain such insurance hereunder and the ASP2 Owner does not within a reasonable period, but no more than two (2) business days, replace such policy with an equivalent policy approved by the Remainder Owner, the ASP2 Owner agrees that the Remainder Owner will have the right, but no obligation, to effect its own equivalent insurance coverage and the ASP2 Owner will pay or reimburse the costs of the Remainder Owner effecting such insurance upon demand.

6.0 MAINTENANCE

6.1 Subject to any obligation of the ASP2 Owner herein or in any other written agreement between the ASP2 Owner and the Remainder Owner, the Remainder Owner covenants, at its own cost, to maintain, repair and replace as required all portions of the Easement Area so as to keep it in a good and functional condition for the purposes herein contemplated.

6.2 The Remainder Owner has no obligation to provide or pay for security personnel, alarms, surveillance equipment or any security measures on the Remainder in connection with the Valet Stalls, the Easement Area or the easements granted under this Agreement.

7.0 COMPLIANCE OBLIGATIONS

7.1 The Remainder Owner and the ASP2 Owner shall promptly comply with, observe and fulfill (and the ASP2 Owner shall cause its Users to promptly comply with, observe and fulfill) the provisions of all federal, provincial, regional and municipal laws, bylaws and regulations, and the applicable orders, rules, regulations, policies, directives, procedures and requirements of any governmental authority (including any court) having jurisdiction, which apply or relate to their rights, licences, liberties, privileges, easements and

rights-of-way granted pursuant to this Agreement with respect to the Easement Area for the purposes herein contemplated.

8.0 SUSPENSION OF EASEMENT

8.1 Notwithstanding any other provision of this Agreement, the Remainder Owner hereby reserves the right at all times hereafter and from time to time to reasonably and temporarily restrict the use and enjoyment of the Easement Area by the ASP2 Owner and its Users if the Remainder Owner deems it necessary due to an emergency or for the following purposes:

- (a) maintaining, repairing, or replacing the Easement Area or any part thereof;
- (b) constructing and maintaining water mains, sewers, drains, conduits, lines, ducts, poles, guys, wires, cable and pipes of every kind together with all ancillary appliances and fittings for the purpose of conveying, draining and protecting gas, water, sanitary sewer, storm sewage, liquid waste, electric energy, communication services, gas or any other service or thing that may be so transmitted in any of them in, under, upon or through the Easement Area as the Remainder Owner may require or may deem expedient and altering, extending, removing, repairing, inspecting or replacing the same as Remainder Owner deems necessary or expedient; or
- (c) constructing, maintaining, repairing or renewing buildings, improvements, above or below grade parking facilities, roadways, driveways and similar developments or ways on the Remainder.

8.2 In the event that there is a breach or contravention by the ASP2 Owner or its Users of any provision of this Agreement, including, without limitation, if the ASP2 Owner fails to pay any amount due to the Remainder Owner hereunder, then after two (2) days' prior written notice to the ASP2 Owner from the Remainder Owner specifying such default, the easement under Section 1.1 and all of the ASP2 Owner's and the Users' rights hereunder will be suspended until the breach or contravention is remedied.

9.0 MISCELLANEOUS

9.1 It is mutually understood, agreed and declared by and between the parties hereto:

- (a) that this Agreement, and the rights hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the Remainder Owner's Lands and that no part of the fee of the soil thereof shall pass to or be vested in any party to this Agreement except the respective owners in fee simple, by these presents;

- (b) this Agreement, including all the covenants, agreements, and conditions herein contained including any obligations or requirements for the payment of monies, shall extend to and be binding upon and enure to the benefit of the successors and assigns of the parties hereto respectively;
- (c) that wherever the singular or masculine is used in this Agreement, it shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties so require;
- (d) this Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia; and
- (e) should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding on the parties hereto as though the said provision or provisions had never been included.

9.2 Each party will from time to time execute and deliver (in registrable form where required), at the request of the other parties, all such further documents and do or cause to be done such further acts and things and give all such further assurances that may be necessary or desirable to facilitate the granting of the easement contained herein. For greater certainty, if the Remainder Owner or the City of Richmond requires the modification or the replacement of this Agreement as a condition of its issuance of any development, building or occupancy permit in connection with any construction on or future development of the Remainder, then the ASP2 Owner will execute and deliver (in registrable form where required) such further documents provided they follow the general intent and spirit of this Agreement.

9.3 The Remainder Owner and the ASP2 Owner agree that their respective rights and obligations under this Agreement will bind and run with the Remainder and ASP2, respectively, and will be appurtenant to ASP2, but no part of the fee of the Remainder will pass to or be vested in the ASP2 Owner under or by virtue of this Agreement.

9.4 Except as otherwise provided in this Agreement, the covenants of the Remainder Owner will be personal and binding upon it during its ownership of any interest in the Remainder, but the Remainder will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of the Remainder Owner in the Remainder (including to a strata corporation created upon a subdivision by deposit of a strata plan), subject to compliance with Section 9.6, the Remainder Owner will be freed and discharged from the observance and performance thereafter of the covenants on its part to be observed and performed, other than in respect of the payment of any money

owed by the Remainder Owner which has accrued due before it ceased to be an owner of the Remainder.

9.5 Except as otherwise provided in this Agreement, the covenants of the party named as the ASP2 Owner will be personal and binding upon it during its ownership of any interest in ASP2, but ASP2 will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of the ASP2 Owner in ASP2 (including to a strata corporation created upon a subdivision by deposit of a strata plan), subject to compliance with Section 9.6, it will be freed and discharged from the observance and performance thereafter of the covenants on its part in respect of ASP2 to be observed and performed, other than in respect of the payment of any money owed by the ASP2 Owner which has accrued due before it ceased to be an owner of ASP2.

9.6 If the Remainder Owner or the ASP2 Owner sells, assigns or otherwise transfers its interest (including to a strata corporation created upon a subdivision by deposit of a strata plan) in all or part of the Remainder or ASP2, respectively, that party will remain liable for all of its personal covenants, agreements and obligations hereunder and will be released and discharged therefrom only if and to the extent that the transferee (or a strata corporation created upon a subdivision by deposit of a strata plan) has executed a written acknowledgment to assume that party's obligations hereunder and a copy of that agreement has been delivered to the other party.

9.7 This Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. No tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this Section 9.7 is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.

9.8 Any notice to be given pursuant to this Agreement must be in writing and must be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this Agreement and in the case of any successor-in-title, the address will be the address shown on the title for the applicable lot of the successor-in-title (being, the Remainder or ASP2, as applicable). If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it is to be deemed given five days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Agreement must do so by delivery as provided in this Section. Any party may at any time give notice in

writing to the other of any change of address and from and after the receipt of notice the new address is deemed to be the address of such party for giving notice.

9.9 An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach or continuing breach of this Agreement.

9.10 If the parties are at any time, or from time to time, unable to agree on any matter whatsoever with regard to or arising from this Agreement within what any party considers to be a reasonable time, then that party may deliver to the others notice that the matter is to be referred to a single arbitrator in accordance with the provisions of the *Arbitration Act* (British Columbia), as amended from time to time, and the cost of arbitration will be shared equally by the parties. The arbitrator's decision with respect to any matter in dispute will be final and binding on the parties.

9.11 In this Agreement:

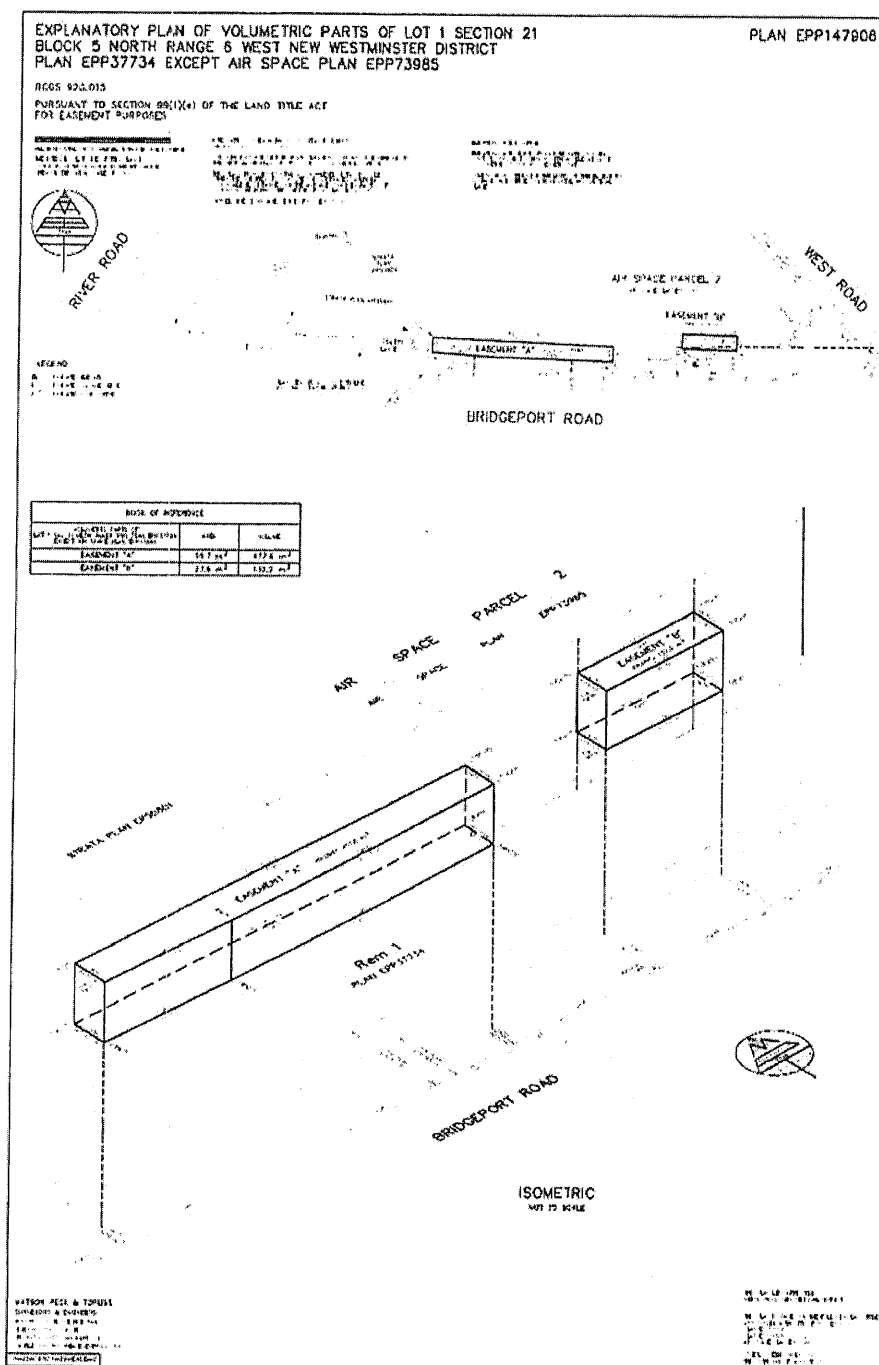
- (a) all capitalized terms shall have the meanings ascribed thereto;
- (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) the term "enactment" has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (g) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this and any Schedules to this Agreement form part of this Agreement;
- (h) time is of the essence; and

- (i) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

9.12 Each of the parties will at all times and from time to time and upon reasonable request, but at the expense of the requesting party, do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.

IN WITNESS WHEREOF the parties have caused this Indenture to be executed as of the day and year first above written on the Form C to which it is attached.

Plan



No. S-240493
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

FOX ISLAND DEVELOPMENT LTD. and ADVANCED VENTURE HOLDING
CO. LTD

Petitioners

AND

KENSINGTON UNION BAY PROPERTIES NOMINEE LTD. (formerly known as 34083
YUKON INC.), KENSINGTON UNION BAY PROPERTIES LIMITED PARTNERSHIP,
KENSINGTON UNION BAY PROPERTIES GP LTD, INTERNATIONAL TRADE
CENTER PROPERTIES LTD., SUNWINS ENTERPRISE LTD., MO YEUNG CHING
also known as MICHAEL CHING, MO YEUNG PROPERTIES LTD., SFT DIGITAL
HOLDINGS 30 LTD., HOTEL VERSANTE LTD., BEEM CREDIT UNION, MORTEQ
LENDING CORP., CHUN YU LIU, 1307510 B.C. LTD., JEFFREY RAUCH, HEUNG
KEI SUNG and RCC HOLDINGS LTD.

Respondents

ORDER MADE AFTER APPLICATION

Dentons Canada LLP
20th Floor, 250 Howe Street
Vancouver, BC V6C 3R8

Phone No.: 604.687.4460
Attention: John Sandrelli

File No.: 131048-000106

From: Hamilton, Stephen
Sent: Thursday, December 18, 2025 9:43 AM
To: Sandrelli, John; Eve Shen
Cc: Federico, Cassandra; Mahbuba Nazaryar
Subject: RE: Urgent - Hotel Versante

John,

I will be bringing an application for the Strata Corporations to cancel the Valet Easement. I have started assembling the application material and will do my best to get it to you soon.

G. Stephen Hamilton*
 Lawyer



**HAMILTON
& COMPANY**
 — STRATA CORPORATION —

4th Floor, 500 Sixth Avenue
 New Westminster, BC V3L 1V3

Phone: 604.630.7472
 Fax: 604.630.7489
 Email: shamilton@hamiltonco.ca

* Practicing as a law corporation

This is Exhibit "J" referred to in the
 Affidavit of Dengyin Liu
 sworn (or affirmed) before me
 this 7 day of January, 2026

[Signature]
 A Commissioner/Notary Public for the
 Province of British Columbia

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From: Sandrelli, John <john.sandrelli@dentons.com>
Sent: Wednesday, December 17, 2025 3:59 PM
To: Hamilton, Stephen <SHamilton@hamiltonco.ca>; Eve Shen <EShen@hamiltonco.ca>
Cc: Federico, Cassandra <cassandra.federico@dentons.com>
Subject: RE: Urgent - Hotel Versante

Stephen,

So the Judge has now set January 9th for the application(s) to be heard.

Regards,

John R. Sandrelli
 National Practice Group Leader, Restructuring, Insolvency and Bankruptcy

My pronouns are: He/Him/His

+1 604 443 7132 | +1 604 889 3792

Dentons Canada LLP | Vancouver

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From: Hamilton, Stephen <SHamilton@hamiltonco.ca>
Sent: Wednesday, December 17, 2025 1:57 PM
To: Sandrelli, John <john.sandrelli@dentons.com>; EShen@hamiltonco.ca
Cc: Federico, Cassandra <cassandra.federico@dentons.com>
Subject: RE: Urgent - Hotel Versante

[WARNING: EXTERNAL SENDER]

Thank you.

G. Stephen Hamilton*
 Lawyer



4th Floor, 500 Sixth Avenue
 New Westminster, BC V3L 1V3

Phone: 604.630.7472
 Fax: 604.630.7489
 Email: shamilton@hamiltonco.ca

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From: Sandrelli, John <john.sandrelli@dentons.com>
Sent: Wednesday, December 17, 2025 12:55 PM
To: Hamilton, Stephen <SHamilton@hamiltonco.ca>; Eve Shen <EShen@hamiltonco.ca>
Cc: Federico, Cassandra <cassandra.federico@dentons.com>
Subject: RE: Urgent - Hotel Versante

Stephen,

As was set out in the Agreement reached last evening with the Purchaser, Citation, the Receiver has agreed to bring application in January (before Closing) for an Order amending the Order of October 24, 2025 to specifically address the potential claims of your clients. The Purchaser's desire is arising from the threats made by your clients and their desire for certainty. As a result, we will be seeking the following amendment below which is set out in the Agreement (which the Court approved by Order this morning):

The judge advised she is available for such application on January 8 or 9, 2026. In doing so, it was also suggested that if your clients wish to bring their own application to set aside the October 23, 2024 Order approving the Valet Easement, they ought to do so at the same time.

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EXHIBIT A
TO FORFEITURE OF DEPOSIT AND AMENDING A

- Paragraph 3 of the Approval and Vesting Order of this Court grant amended by replacing paragraph 3 of the AVO with the following
- Upon delivery by the Receiver to the Purchaser of a certificate as Schedule "C" hereto (the "Receiver's Certificate"), a interest in and to the Purchased Assets described in the absolutely in the Purchaser in fee simple, free and clear interests (whether contractual, statutory, or otherwise), deemed trusts (whether contractual, statutory, or otherwise), or other financial or monetary claims, whether or not they registered or filed and whether secured, unsecured or other including, without limiting the generality of the foregoing: (i) th in the Purchase Agreement (ii) any encumbrances or charg Restated Order granted by the Honourable Justice Fit "Receivership Order"); and (iii) all charges, security in registrations pursuant to the Personal Property Security Act personal property registry system; and (v) any claims of The EPS 5802, EPS 5803, and EPS 5804 in connection with registration of Easement CB2495606 (the "Valet Easement") referred to as the "Encumbrances" which term sh encumbrances, easements and restrictive covenants listed for greater certainty, this Court orders that all of the Encu the Purchased Assets are hereby expunged and discha Assets.
- Paragraph 4 of the AVO is hereby amended by replacing part following new paragraph 4(a):
- Upon presentation for registration in the Land Title Office / Westminster of a certified copy of this Order, together wil Receiver, authorizing registration of this Order, the British Co hereby directed to:
 - enter the Purchaser as the owner of the Remainder f (together, the ("Lands"), together with all buildings an improvements located thereon and fixtures, system covenants, restrictive covenants, commons, ways, profi including the Valet Easement and appurtenances to thv or with the same or any part thereof, held or enjoyed simple in respect of the Lands, and this Court declare satisfaction of the Court on investigation that the title Lands is a good, safe holding and marketable title a register indefeasible title in favour of the Purchaser as

8.50 x 11.00 in

10 of 10 7

John R. Sandrelli
National Practice Group Leader, Restructuring, Insolvency and Bankruptcy

My pronouns are: He/Him/His

+1 604 443 7132 | +1 604 889 3792

Dentons Canada LLP | Vancouver

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From: Hamilton, Stephen <SHamilton@hamiltonco.ca>
Sent: Wednesday, December 17, 2025 12:36 PM
To: Sandrelli, John <john.sandrelli@dentons.com>; Eve Shen <EShen@hamiltonco.ca>
Cc: Federico, Cassandra <cassandra.federico@dentons.com>
Subject: RE: Urgent - Hotel Versante

[WARNING: EXTERNAL SENDER]

Hi John,

What is it that the Receiver is extinguishing? If you could please clarify before I send this over to my client as your email may cause them to gasp !

G. Stephen Hamilton*
 Lawyer



**HAMILTON
& COMPANY**
 — STRATA CORPORATION —

4th Floor, 500 Sixth Avenue
 New Westminster, BC V3L 1V3

Phone: 604.630.7472
 Fax: 604.630.7489
 Email: shamilton@hamiltonco.ca

* Practicing as a law corporation

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From: Sandrelli, John <john.sandrelli@dentons.com>
Sent: Wednesday, December 17, 2025 12:22 PM
To: Eve Shen <EShen@hamiltonco.ca>; Hamilton, Stephen <SHamilton@hamiltonco.ca>
Cc: Federico, Cassandra <cassandra.federico@dentons.com>
Subject: Urgent - Hotel Versante
Importance: High

Eve and Stephen,

This morning our judge has given us January 8 or 9th for you to bring an application if so inclined to set aside the Easement Order. In addition, the Receiver will be bringing an application to amend the Approval and Vesting Order at the Request of the Purchase to extinguish any claims the Strata Corp may have. Are you available those days?

John R. Sandrelli

National Practice Group Leader, Restructuring, Insolvency and Bankruptcy

00240

My pronouns are: He/Him/His

+1 604 443 7132 | +1 604 889 3792

john.sandrelli@dentons.com | [Bio](#) | [LinkedIn](#) | [Website](#)

Dentons Canada LLP | 20th Floor, 250 Howe Street, Vancouver, BC, V6C 3R8, Canada



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CANADA'S GLOBAL LAW FIRM

Creative people. Intelligent solutions.

From: Hamilton, Stephen
Sent: Tuesday, January 6, 2026 10:50 AM
To: Mahbuba Nazaryar
Subject: FW: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

G. Stephen Hamilton*
Lawyer



**HAMILTON
& COMPANY**
— STRATA CORPORATION —

4th Floor, 500 Sixth Avenue
New Westminster, BC V3L 1V3

Phone: 604.630.7472
Fax: 604.630.7489
Email: shamilton@hamiltonco.ca

* Practicing as a law corporation

This is Exhibit "K" referred to in the
Affidavit of Denglin Liu
sworn (or affirmed) before me
this 7 day of January, 2026


A Commissioner/Notary Public for the
Province of British Columbia

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From: Douglas Liu <woshiliudenglin@hotmail.com>
Sent: Monday, January 5, 2026 2:00 PM
To: Connor Embleton <connor@wbsurveys.ca>
Subject: Re: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

Hello Connor,

Thank you for the quick update.

Our objective as the Strata Corporation is to determine if the valet easement registered in 2025 conflicts with the previously approved ASP Agreement (Document 2), specifically regarding established vehicle access routes within the site.

Based on the survey materials we have retrieved, the registered easement plans are not entirely clear in depicting the valet parking area and its relationship to existing access routes. We need your assistance in analyzing the location and configuration of the valet parking area as defined by the easement to clarify its spatial relationship to the approved access routes under the ASP.

Once this analysis is complete, the Strata intends to engage a code consultant and/or transportation engineer to assess whether the valet parking configuration raises issues related to emergency vehicle access, required turning radii, or compliance with applicable codes and municipal (Richmond) bylaws.

Regards ~!

From: Connor Embleton <connor@wbsurveys.ca>
Sent: January 5, 2026 1:12 PM
To: Douglas Liu <woshiliudenglin@hotmail.com>
Subject: RE: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

Hi Douglas,

I had some time to review this for you earlier than expected.

I've prepared a letter outlining the documents we retrieved and reviewed as they relate to your inquiry.

Please review the letter alongside each of the 8 attached supporting documents to understand their impact and significance on the Easement Area.

I think the letter should provide sufficient information for you at this point. However, if you have any questions or comments, please let me know. I'm happy to review any details together.

Thank you,

Connor Embleton
P.Eng., BCLS, P.Surv., Partner

Watson & Barnard Land Surveying
604-943-9433

From: Douglas Liu <woshiliudenglin@hotmail.com>
Sent: January 5, 2026 10:34 AM
To: Connor Embleton <connor@wbsurveys.ca>
Subject: Re: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

Thanks for the update Connor ~

From: Connor Embleton <connor@wbsurveys.ca>
Sent: January 5, 2026 9:09 AM
To: Douglas Liu <woshiliudenglin@hotmail.com>
Subject: RE: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

Good morning, Douglas

A Happy New Year to you as well.

Thanks for your patience - I did my best to stay away from any work-related items over the break.

000243

I'll be working on this item over the next 1-2 days to provide the material we discussed.

Please budget \$600 (3 hours) for the research component of this scope.

If field surveying is required, we'll identify the scope and provide pricing as needed. We won't know the full extent until we narrow the scope and survey area based on the desktop review.

Please let me know if you have any questions or comments.

Thank you,

Connor Embleton

P.Eng., BCLS, P.Surv., Partner

Watson & Barnard Land Surveying

604-943-9433

From: Douglas Liu <woshiliudenglin@hotmail.com>

Sent: January 2, 2026 9:47 AM

To: Connor Embleton <connor@wbsurveys.ca>

Subject: Re: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

Hello Connor

Happy New Year ~

I just wanted to follow up on this. Is there any update?

Thanks

From: Douglas Liu <woshiliudenglin@hotmail.com>

Sent: December 23, 2025 9:44 AM

To: Connor Embleton <connor@wbsurveys.ca>

Subject: Re: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

Hello Connor

Please see below in RED.

Please also let me know the approximate fees for this, then I can report to the rest of the councils.

Thank you very much and have a nice Holiday~

From: Connor Embleton <connor@wbsurveys.ca>

Sent: December 23, 2025 8:59 AM

To: Douglas Liu <woshiliudenglin@hotmail.com>

Subject: RE: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

Thanks, Douglas

We will get this moving for you. I believe the scope is clear for the first portion (desk exercise), and we can mobilize to collect site data in the new year, whenever needed.

To start, could you please fill out the table below so we can get this item onboarded and moving?

Please reach out should you have any questions.

Billing Entity:	Strata Plan EPS 5804
Billing Address:	8477 Bridgeport Road, Richmond, BC
Contact Name:	Douglas Liu
Contact Phone:	778-6884006
Contact Email:	woshiliudenglin@hotmail.com
Survey Address:	8477 Bridgeport Road, Richmond,(EPP 147906)
PID:	029-611-598
Service Estimate :	BCLS Consultation – Title & Document Research & Retrieval Field Survey to As-Built Easement Area

Connor Embleton

P.Eng., BCLS, Partner

Watson & Barnard Land Surveying

604-943-9433

Upcoming Schedule Alert: Please note, our office will be closed for the holidays, beginning December 24th, and reopening on January 5th, 2026. Emails will not be monitored over the holidays. If you need to speak with me before the holidays, please call our office.

From: Douglas Liu <woshiliudenglin@hotmail.com>
Sent: December 22, 2025 11:13 AM
To: Connor Embleton <connor@wbsurveys.ca>
Subject: Re: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

Thank you — yes, that aligns with our request.

By way of brief background, our legal counsel intends to rely on input from a code consultant and a transportation engineer to assess whether the recently registered valet easement has had a practical impact on strata owners' access and circulation within the building. Their opinions may ultimately require support from a survey showing the location and configuration of the easement on site.

As Marc noted, if timing does not permit a full field survey before the January 9 hearing, an initial desktop review based on the original Land Title Office survey materials would still be very helpful as a starting point.

We would appreciate it if your team could obtain the relevant original survey plans and reference plans from the Land Title Office as part of this desktop review. As we are not familiar with the process of identifying or retrieving the appropriate LTO survey materials ourselves, we would prefer to rely on your expertise to ensure the correct documents are obtained and reviewed.

Kind regards

Douglas Liu

From: Connor Embleton <connor@wbsurveys.ca>
Sent: December 22, 2025 10:13 AM
To: Douglas Liu <woshiliudenglin@hotmail.com>
Subject: RE: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

Good morning, Douglas

Thanks for reaching out. I've removed Marc from this email, as he is now on holidays and I don't want to take him away from his time with family.

I've gotten up to speed on the items below and think we're in a position to help you with the desktop exercise ahead of your January 9th date.

We can prepare a list of documents and provide a high-level overview of their function and effect on the site.

As your proceedings advance, we can arrange a field survey to collect and prepare a detailed survey outlining the registered easement lands within the building for reference.

Have I captured the full extent of your conversation with Marc and your request?

Please let me know if you have any questions or comments.

Thank you

Connor Embleton

P.Eng., BCLS, Partner

Watson & Barnard Land Surveying

604-943-9433

Upcoming Schedule Alert: Please note, our office will be closed for the holidays, beginning December 24th, and reopening on January 5th, 2026. Emails will not be monitored over the holidays. If you need to speak with me before the holidays, please call our office.

From: Marc Wallace <marc@wbsurveys.ca>

Sent: December 19, 2025 1:52 PM

To: Douglas Liu <woshiliudenglin@hotmail.com>; Connor Embleton <connor@wbsurveys.ca>

Subject: Re: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

Importance: High

Hi Douglas,

I've copied Connor Embleton on this email. He is currently away from the office, but if he has availability to take this on, he will reach out and introduce himself. This would be based on the assumption that the LTO registered survey plans and documents can be reviewed and commented on before January 9th.

I'll be out of the country over the holiday break and won't be able to commit in the interim.

In the meantime, could you please provide the required contact and billing information?

Regards,

Marc Wallace

BCLS

604-943-9433

From: Douglas Liu <woshiliudenglin@hotmail.com>

Sent: Friday, December 19, 2025 11:57 AM

To: Marc Wallace <marc@wbsurveys.ca>

Subject: Re: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

Hi Marc,

Thank you for letting me know, and I understand the holiday shutdown constraints.

Given the timing, would it be possible for you, in the interim, to obtain and review any survey plans or reference plans on file at the Land Title Office relating to the registered valet easement? Even a desktop-level review of the original registered survey materials would be very helpful.

Our intent is to have those materials reviewed by a code consultant and/or transportation engineer to assess the configuration and potential impacts of the easement, pending any field work that may be required later.

Please let me know if this is something you could assist with, and what information you would need from us to proceed.

Thank you,
Douglas Liu

From: Marc Wallace <marc@wbsurveys.ca>
Sent: December 19, 2025 11:36 AM
To: woshiliudenglin@hotmail.com <woshiliudenglin@hotmail.com>
Subject: Re: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

Hi Douglas,

Thank you for the email. Before proceeding with my review of the request and field survey requirements, I do want to share that our field operations shut down December 22nd for the holiday break and will return January 5. Our availability may not support your immediate needs.

I understand if you need to look elsewhere for survey support given our holiday closure.

Let me know if this will be an issue.

Marc Wallace

BCLS

604-943-9433

Upcoming Schedule Alert: Please note, our office will be closed for the holidays, beginning December 24th, and reopening on January 5th, 2026. Emails will not be monitored over the holidays. If you need to speak with me before the holidays, please call our office.

From: Douglas Liu <woshiliudenglin@hotmail.com>
Sent: December 19, 2025 11:02 AM
To: WB Surveys Contact <contact@wbsurveys.ca>
Subject: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

Hello Marc

Thank you for taking the time to speak with me today.

I am writing to briefly explain the background and purpose of the survey work we are requesting.

I represent Strata Plan EPS 5804. The Strata is currently involved in ongoing court proceedings concerning a recently registered valet easement affecting the building. The Strata has objected to the easement and intends to bring an application before the Court in early January 2026.

As advised by our legal counsel, the Court requires clear, objective evidence regarding the location, configuration, and physical impact of the valet easement. In particular, the survey is needed to:

- Confirm the exact location and boundaries of the registered valet easement in relation to the property, loading bay, drive aisles, and other relevant areas;
- Clarify how the easement is situated relative to existing site features and circulation routes;
- Provide an accurate plan that can be relied upon by the Court and by other consultants (e.g. transportation or code consultants).

This survey will form a foundational piece of evidence for the Strata's court application and for any expert opinions that may follow.

Given the upcoming court hearing scheduled for January 9, 2026, timing is important. Please let us know what information or materials you would require from us to proceed, and your availability to attend the site as soon as possible.

Thank you again, and I look forward to your guidance.

Kind regards,
Douglas Liu
778-6884006
Representative, Strata Plan EPS 5804

r
f
e
/
*

This is Exhibit "L" referred to in the
Affidavit of Denglin Liu
sworn (or affirmed) before me
this 7 day of January, 2026

A Commissioner/Notary Public for the
Province of British Columbia

From: Stuart Kernaghan <Stuart.Kernaghan@thinkspace.ca>
Sent: December 22, 2025 12:12 PM
To: Douglas Liu <woshiliudenglin@hotmail.com>
Subject: RE: Strata Plan EPS 5804 – Request for Planning Opinion for Valet Easement

Hello Douglas,

I received your email and voicemail, and have passed it on to the team that was helping Steven Hamilton.

Unfortunately, they are out of office for the remainder of the year. They will contact you in the new year, and assist at that time.

Thank you.

Stuart

Stuart Kernaghan, M.A.
Director, Marketing & Business Development

thinkspace

architecture planning interior design ltd.

#300 - 10190 152A Street | Surrey, BC | V3R 1J7
t 604.581.8128 | c 778.988.3239 | w thinkspace.ca

happy
HOLIDAYS!
from thinkspace

Please be advised that our studios will be closed for the holidays from December 25 to January 2, inclusive. We will be open for business as usual on January 5, 2026. Best wishes for the New Year!

From: Douglas Liu <woshiliudenglin@hotmail.com>
Sent: Thursday, December 18, 2025 1:03 PM
To: Thinkspace Admin <admin@thinkspace.ca>
Subject: Strata Plan EPS 5804 – Request for Planning Opinion for Valet Easement

Hello Thinkspace Team

I am writing further to a referral from Mr. Stephen Hamilton, counsel for Strata Plan EPS 5804 at 8477 Bridgeport Road, Richmond.

The Strata is currently involved in court proceedings arising from a receivership, in which a valet parking easement has been registered over areas affecting the Strata. The Court has indicated that any challenge to the valet easement will require supportive planning / zoning evidence.

We are seeking your assistance to provide an independent planning opinion regarding whether the location and use of the valet easement is permitted under applicable City of Richmond zoning bylaws, development permits, and planning policies.

With respect to reviewing the location and configuration of the valet easement, please let us know whether you would require a survey prepared on behalf of the Strata, or whether other materials would be sufficient at the initial stage.

Given the urgency of the matter, we would also like to arrange an on-site meeting as soon as possible to explain the situation in detail. Our next court hearing is currently scheduled for January 9, 2026, so timing is critical.

At this stage, we would appreciate your confirmation of availability, proposed scope, and an estimated fee range.

Thank you, and I look forward to hearing from you.

Kind regards,

Douglas Liu
Representative, Strata Council

Strata Plan EPS 5804
778-6884006

252

From: Federico, Cassandra <cassandra.federico@dentons.com>
Sent: Wednesday, December 31, 2025 2:21 PM
To: colin.brousson@ca.dlapiper.com; jkeeble@deloitte.ca; avegovender@deloitte.ca; sbao@deloitte.ca; Sandrelli, John; Naveed, Afshan; Federico, Cassandra; Arenas, Avic; Denton, Chelsea; Trussell@pllr.com; afrydenlund@owenbird.com; sstephens@owenbird.com; kjackson@fasken.com; michael@sunwins.ca; rita@versantehotel.com; rclark@bridgehouselaw.ca; blaborie@bridgehouselaw.ca; preardon@nst.ca; hpoulus@peslitigation.com; lwong@lwacorp.com; peter.bychawski@blakes.com; echen@peslitigation.com; ssodhi@peslitigation.com; cwilson-cole@bridgehouselaw.ca; Mark Standerwick; Kathy Ducey; wilson@bccamera.com; johnlo649@gmail.com; kangalooinvestments@gmail.com; Ashley Kumar; joel.robertson-taylor@ca.dlapiper.com; Anthony Mersich; Hamilton, Stephen; Mahbuba Nazaryar; nwalnicki@nst.ca; Eve Shen
Subject: Fox Island Development Ltd. et al v. Kensington Union Bay Properties Nominee Ltd. et al.
Attachments: 2025-12-31 _ Notice of Application - Amend AVO.pdf

Good afternoon,

Please find for service upon you the attached Notice of Application, returnable January 9, 2026.

Kind regards,

Cassandra Federico
Associate

My pronouns are: She/Her/Hers

+1 604 630 3411

cassandra.federico@dentons.com | Bio | Website

Dentons Canada LLP | 20th Floor, 250 Howe Street, Vancouver, BC, V6C 3R8, Canada

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Affidavit of Darlin Lin
sworn (or affirmed) before me
this 7 day of January, 2026

A Commissioner/Notary Public for the
Province of British Columbia

This is Exhibit "N" referred to in the
Affidavit of Dengxin Liu
sworn (or affirmed) before me
this 7 day of January, 2026

[Signature]
A Commissioner/Notary Public for the
Province of British Columbia

From: Sandrelli, John <john.sandrelli@dentons.com>

Sent: Tuesday, January 6, 2026 9:59 AM

To: Hamilton, Stephen <SHamilton@hamiltonco.ca>; Eve Shen <EShen@hamiltonco.ca>; Federico, Cassandra <cassandra.federico@dentons.com>

Cc: April Tse <ATse@hamiltonco.ca>; Mahbuba Nazaryar <MNazaryar@hamiltonco.ca>; Birch, Michael <michael.birch@blakes.com>; Bychawski, Peter <peter.bychawski@blakes.com>; Jeff Keeble CA (jkeeble@deloitte.ca) <jkeeble@deloitte.ca>

Subject: RE: Fox Island Development Ltd. et al v. Kensington Union Bay Properties Nominee Ltd. et al.

Understood Stephen, thanks.

ry

John R. Sandrelli

National Practice Group Leader, Restructuring, Insolvency and Bankruptcy

My pronouns are: He/Him/His

+1 604 443 7132 | +1 604 889 3792

Dentons Canada LLP | Vancouver

This lawyer practices through a law corporation.

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From: Hamilton, Stephen <SHamilton@hamiltonco.ca>

Sent: Tuesday, January 6, 2026 9:41 AM

To: Sandrelli, John <john.sandrelli@dentons.com>; Eve Shen <EShen@hamiltonco.ca>; Federico, Cassandra <cassandra.federico@dentons.com>

Cc: April Tse <ATse@hamiltonco.ca>; Mahbuba Nazaryar <MNazaryar@hamiltonco.ca>; Birch, Michael <michael.birch@blakes.com>; Bychawski, Peter <peter.bychawski@blakes.com>; Jeff Keeble CA <jkeeble@deloitte.ca>

Subject: RE: Fox Island Development Ltd. et al v. Kensington Union Bay Properties Nominee Ltd. et al.

[WARNING: EXTERNAL SENDER]

Good morning John,

It appears that we were not served with your client's application with adequate notice under the *Rules of Court*, and you may recall that the date of January 9th was chosen without our consent. Although we have tried to assemble the material we intend to rely on at the hearing, the timing of the holidays made it impossible for our consultants to respond.

We will be asking the court to adjourn the hearing for a variety of reasons, including the lack of proper notice for your client's application and our clients' need to obtain further evidence relevant to the Valet Easement.

I am hopeful I can send over to you today whatever material we intend to rely on at the hearing on January 9th.

Regards,

G. Stephen Hamilton*
Lawyer



HAMILTON
& COMPANY
— MEMBERS OF DENTONS —

4th Floor, 500 Sixth Avenue
New Westminster, BC V3L 1V3

Phone: 604.630.7472
Fax: 604.630.7489
Email: shamilton@hamiltonco.ca

* Practicing as a law corporation

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From: Sandrelli, John <john.sandrelli@dentons.com>

Sent: Monday, January 5, 2026 6:21 PM

To: Eve Shen <EShen@hamiltonco.ca>; Federico, Cassandra <cassandra.federico@dentons.com>
Cc: April Tse <ATse@hamiltonco.ca>; Hamilton, Stephen <SHamilton@hamiltonco.ca>; Mahbuba Nazaryar <MNazaryar@hamiltonco.ca>; Birch, Michael <michael.birch@blakes.com>; Bychawski, Peter <peter.bychawski@blakes.com>; Jeff Keeble CA <jkeebble@deloitte.ca> <jkeebble@deloitte.ca>
Subject: RE: Fox Island Development Ltd. et al v. Kensington Union Bay Properties Nominee Ltd. et al.

Eve,

Thank you for your update below. I am also copying counsel for the Purchaser, Citation Property Holdings Limited (the "Purchaser") and Jeff Keeble, the representative of the Receiver.

As you know from our material in support of the approval order we obtained on December 17, 2025, the Receiver is obliged to bring on the Notice of Application as soon as practicable and prior to the Closing Date which is now set as January 30, 2026. When we appeared before Justice Fitzpatrick at that time, we advised of the need for court time and she indicated that her only days of availability were January 8 or 9, 2026. We also advised that your clients intended to bring on an application at the same time which is why she set aside the day.

While we appreciate the update below, we cannot agree to an adjournment given the Receiver's obligation to the Purchaser. Earlier today we asked counsel for the Purchaser whether they would relieve the Receiver of the obligation and while counsel does not have instructions, they believe it is unlikely given the Closing Date.

Moreover, your clients have known about the valet easement since October, and no steps have been taken until recently it appears despite our communications that any efforts should be taken without delay.

In summary, we are unable to agree and are obliged to file our Application Record on Wednesday. Please let us know if we can expect a Response to include.

Regards,

John R. Sandrelli

National Practice Group Leader, Restructuring, Insolvency and Bankruptcy

My pronouns are: He/Him/His

☎ +1 604 443 7132 | ☎ +1 604 889 3792

Dentons Canada LLP | Vancouver

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From: Eve Shen <EShen@hamiltonco.ca>

Sent: Monday, January 5, 2026 1:40 PM

To: Federico, Cassandra <cassandra.federico@dentons.com>; Sandrelli, John <john.sandrelli@dentons.com>

Cc: April Tse <ATse@hamiltonco.ca>; Hamilton, Stephen <SHamilton@hamiltonco.ca>; Mahbuba Nazaryar <MNazaryar@hamiltonco.ca>

Subject: RE: Fox Island Development Ltd. et al v. Kensington Union Bay Properties Nominee Ltd. et al.

[WARNING: EXTERNAL SENDER]

Hello Cassandra & John,

We confirm receipt of the Notice of Application.

As you know, the strata corporations intend to bring an application to cancel the valet easement. They are trying to obtain materials from a surveyor and a code consultant, however, timing is challenging given the holiday season. We have been advised that stratas expect to receive responses from these third parties relatively soon – as such, would it be possible to agree on an adjournment of your application for a few weeks to allow stratas reasonable time to obtain the necessary materials?

Looking forward to hearing from you.

Kind regards,

Eve Shen
Lawyer



**HAMILTON
& COMPANY**
THE STRATA CORPORATION

4th Floor, 500 Sixth Avenue
New Westminster, BC V3L 1V3

Phone: 604.630.7484
Fax: 604.630.7489
Email: eshen@hamiltonco.ca

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From: Federico, Cassandra <cassandra.federico@dentons.com>

Sent: Wednesday, December 31, 2025 2:21 PM

To: colin.brousson@ca.dlapiper.com; jkeebledeloitte.ca; avegovender@deloitte.ca; sbao@deloitte.ca; Sandrelli, John <john.sandrelli@dentons.com>; Naveed, Afshan <afshan.naveed@dentons.com>; Federico, Cassandra <cassandra.federico@dentons.com>; Arenas, Avic <avic.arenas@dentons.com>; Denton, Chelsea <chelsea.denton@dentons.com>; Trussell@pllr.com; afrydenlund@owenbird.com; sstephens@owenbird.com; kjackson@fasken.com; michael@sunwins.ca; rita@versantehotel.com; rclark@bridgehouselaw.ca; blaborie@bridgehouselaw.ca; preardon@nst.ca; hpoulus@peslitigation.com; lwong@lwacorp.com; peter.bychawski@blakes.com; echen@peslitigation.com; ssodhi@peslitigation.com; cwilson-cole@bridgehouselaw.ca; Mark Standerwick <mstanderwick@cfmrlaw.com>; Kathy Ducey <kducey@cfmrlaw.com>; wilson@bccamera.com; johnlo649@gmail.com; kangalooinvestments@gmail.com; Ashley Kumar <ashley.kumar@ca.dlapiper.com>; joel.robertson-taylor@ca.dlapiper.com; Anthony Mersich <anthony.mersich@ca.dlapiper.com>; Hamilton, Stephen <SHamilton@hamiltonco.ca>; Mahbuba Nazaryar <MNazaryar@hamiltonco.ca>; nwalnicki@nst.ca; Eve Shen <EShen@hamiltonco.ca>

Subject: Fox Island Development Ltd. et al v. Kensington Union Bay Properties Nominee Ltd. et al.

Good afternoon,

Please find for service upon you the attached Notice of Application, returnable January 9, 2026.

Kind regards,

Cassandra Federico
Associate

My pronouns are: She/Her/Hers

258

📞 +1 604 630 3411

cassandra.federico@dentons.com | Bio | Website

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From: Stuart Kernaghan <Stuart.Kernaghan@thinkspace.ca>
Sent: January 6, 2026 11:41 AM
To: Douglas Liu <woshiliudenglin@hotmail.com>
Cc: Rosie Hadzipetros <rosie.hadzipetros@thinkspace.ca>
Subject: RE: Strata Plan EPS 5804 – Request for Planning Opinion for Valet Easement

Hello Douglas,

The person to speak to in our office about this matter is Rosie Hadzipetros. She is out of the office today, but will be back tomorrow.

I have CC'd her on this email, and she will respond to you tomorrow.

Thank you.

Stuart

Stuart Kernaghan, M.A.
Director, Marketing & Business Development

thinkspace
architecture planning interior design ltd.

#300 - 10190 152A Street | Surrey, BC | V3R 1J7
t 604.581.8128 | c 778.988.3239 | w thinkspace.ca

This is Exhibit "O" referred to in the
Affidavit of Douglas Liu
sworn (or affirmed) before me
this 7 day of January 2026

[Signature]
A Commissioner/Notary Public for the
Province of British Columbia

From: Douglas Liu <woshiliudenglin@hotmail.com>
Sent: January 6, 2026 10:32 AM
To: Stuart Kernaghan <Stuart.Kernaghan@thinkspace.ca>
Subject: Re: Strata Plan EPS 5804 – Request for Planning Opinion for Valet Easement

Hello Stuart,

I have tried calling a couple of times, but haven't been able to reach you.

Since our hearing is scheduled for this Friday, could you or someone from your office please call me back as soon as possible to discuss

Thanks

260

From: Stuart Kernaghan <Stuart.Kernaghan@thinkspace.ca>
Sent: December 22, 2025 3:14 PM
To: Douglas Liu <woshiliudenglin@hotmail.com>
Subject: RE: Strata Plan EPS 5804 – Request for Planning Opinion for Valet Easement

Sorry, Douglas – I'm not familiar with the team's survey requirements, and therefore not in a position to comment on them. My apologies...

Stuart

Stuart Kernaghan, M.A.
Director, Marketing & Business Development

thinkspace
architecture planning interior design ltd.

#300 - 10190 152A Street | Surrey, BC | V3R 1J7
t 604.581.8128 | c 778.988.3239 | w thinkspace.ca

happy
HOLIDAYS!
from thinkspace

Please be advised that our studios will be closed for the holidays from December 25 to January 2, inclusive. We will be open for business as usual on January 5, 2026.
Best wishes for the New Year!

From: Douglas Liu <woshiliudenglin@hotmail.com>
Sent: December 22, 2025 12:47 PM
To: Stuart Kernaghan <Stuart.Kernaghan@thinkspace.ca>
Subject: Re: Strata Plan EPS 5804 – Request for Planning Opinion for Valet Easement

Hello Stuart,

Thank you for the update — much appreciated.

one quick question in the meantime, to help us prepare on our end:
for your team's planning/code review, would you require an independent survey prepared for the Strata, or would the existing survey plans registered with the Land Title Office in connection with the valet easement generally be sufficient?

We are coordinating with a land surveyor and would like to ensure we obtain the right materials.

Thank you again, and I look forward to reconnecting in the new year.

Best regards,
Douglas

From: Stuart Kernaghan <Stuart.Kernaghan@thinkspace.ca>
Sent: December 22, 2025 12:12 PM
To: Douglas Liu <woshiliudenglin@hotmail.com>
Subject: RE: Strata Plan EPS 5804 – Request for Planning Opinion for Valet Easement

Hello Douglas,

I received your email and voicemail, and have passed it on to the team that was helping Steven Hamilton.

Unfortunately, they are out of office for the remainder of the year. They will contact you in the new year, and assist at that time.

Thank you.

Stuart

Stuart Kernaghan, M.A.
 Director, Marketing & Business Development

thinkspace
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#300 - 10190 152A Street | Surrey, BC | V3R 1J7
 t 604.581.8128 | c 778.988.3239 | w thinkspace.ca

happy
HOLIDAYS!
 from thinkspace

Please be advised that our studios will be closed for the holidays from December 25 to January 2, inclusive. We will be open for business as usual on January 5, 2026.
 Best wishes for the New Year!

From: Douglas Liu <woshiliudenglin@hotmail.com>
Sent: Thursday, December 18, 2025 1:03 PM
To: Thinkspace Admin <admin@thinkspace.ca>
Subject: Strata Plan EPS 5804 – Request for Planning Opinion for Valet Easement

Hello Thinkspace Team

I am writing further to a referral from Mr. Stephen Hamilton, counsel for Strata Plan EPS 5804 at 8477 Bridgeport Road, Richmond.

The Strata is currently involved in court proceedings arising from a receivership, in which a valet parking easement has been registered over areas affecting the Strata. The Court has indicated that any challenge to the valet easement will require supportive planning / zoning evidence.

We are seeking your assistance to provide an independent planning opinion regarding whether the location and use of the valet easement is permitted under applicable City of Richmond zoning bylaws, development permits, and planning policies.

With respect to reviewing the location and configuration of the valet easement, please let us know whether you would require a survey prepared on behalf of the Strata, or whether other materials would be sufficient at the initial stage.

Given the urgency of the matter, we would also like to arrange an on-site meeting as soon as possible to explain the situation in detail. Our next court hearing is currently scheduled for January 9, 2026, so timing is critical.

At this stage, we would appreciate your confirmation of availability, proposed scope, and an estimated fee range.

Thank you, and I look forward to hearing from you.

Kind regards,

Douglas Liu
Representative, Strata Council
Strata Plan EPS 5804
778-6884006

发件人：Connor Embleton <connor@wbsurveys.ca>

日期：2026年1月7日 09:36

主题：RE: Strata EPS 5804 – Request for Survey re Registered Valet Easement (Urgent)

收件人：Douglas Liu <woshiliudenglin@hotmail.com>

抄送：

Hi Douglas

We finished our final review this morning.

This is Exhibit "D" referred to in the
Affidavit of Douglas Liu
sworn (or affirmed) before me
this 7 day of January, 2026

[Signature]
A Commissioner/Notary Public for the
Province of British Columbia

Please find our easement sketch attached to this email.

This sketch shows the approximate location of the easement, relative to the project boundaries.

I have included some aerial imagery to show how the easement lands interact with the existing drive aisle.

All positions would need to be verified by field survey to know the exact location of the easement/valet area within the access route.

Please review the attached and let me know if you have any questions.

Thank you

Connor Embleton

P.Eng., BCLS, P.Surv., Partner

Watson & Barnard Land Surveying

604-943-9433

SKETCH SHOWING 'EASEMENT LANDS' OVER A PORTION OF
LOT 1, SECTION 21, BLOCK 5 NORTH, RANGE 6 WEST,
NEW WESTMINSTER DISTRICT, PLAN EPP37734,
EXCEPT AIR SPACE PLAN EPP73985

B.C.G.S. 92G.015

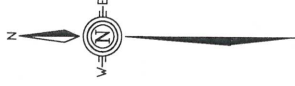
SCALE: 1:300



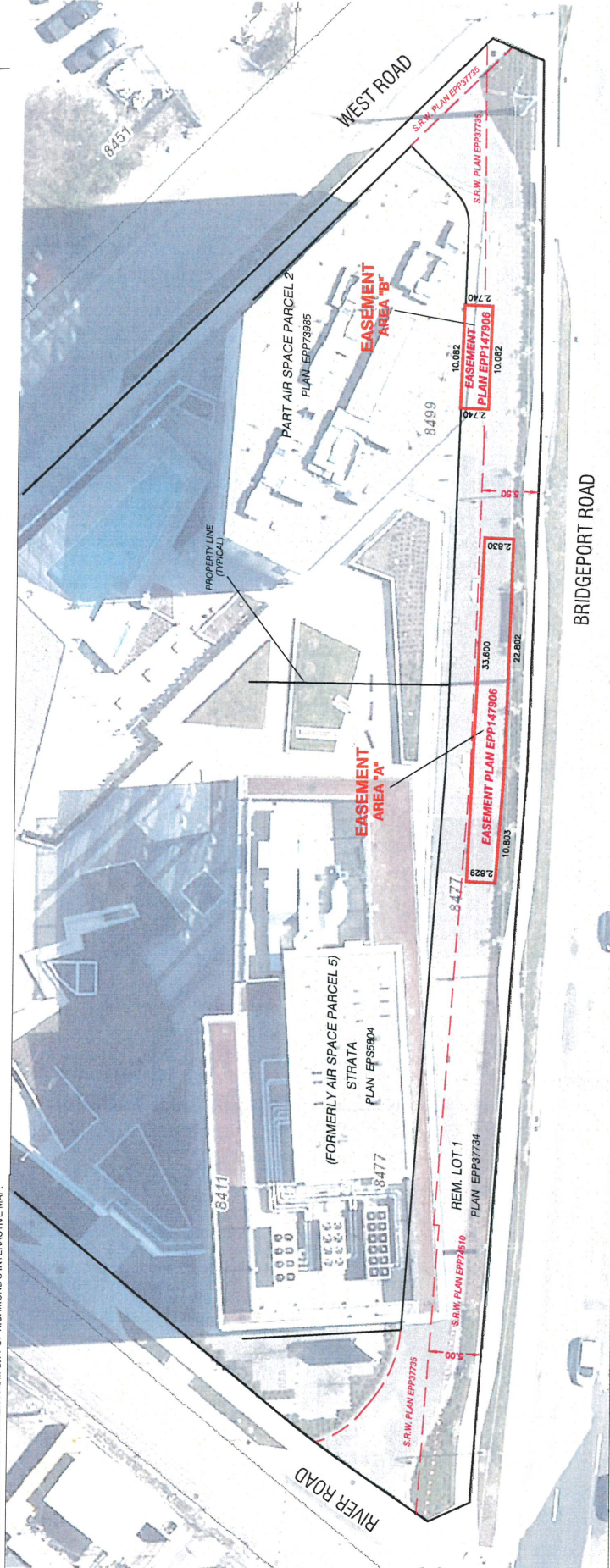
THE INTENDED PLOT SIZE OF THIS PLAN IS
435mm IN HEIGHT BY 610mm IN WIDTH
WHEN PLOTTED AT A SCALE OF 1:300 (C SIZE)

NOTES:

- ALL DISTANCES ARE SHOWN IN METERS.
- INTEGRATED SURVEY AREA No. 18, CITY OF RICHMOND, NAD83(CRS) 4.0.0.BC.1.MVRD.
- THIS PLAN SHOWS THE RELATIVE POSITION OF PART OF AIR SPACE PLAN EPP73985 AND EASEMENT PLAN EPP147906.
- THIS PLAN HAS BEEN ASSEMBLED ACCORDING TO LAND TITLE AND SURVEY AUTHORITY RECORDS ONLY.
- ALL POSITIONS SHOWN HEREIN MUST BE FIELD SURVEYED FOR CONFIRMATION.
- IMAGERY SHOWN HEREIN IS TAKEN FROM CITY OF RICHMOND'S INTERACTIVE MAP.



PARCEL BOUNDARIES ARE SHOWN AT
ELEVATION=1.8m FOR
- REM. LOT 1
- AIR SPACE PARCEL 2
- STRATA EPP5804



FOR REVIEW PURPOSES ONLY

SEC. 21 B5N. R6W. NWD

WATSON & BARNARD
B.C. LAND SURVEYORS
1524 56th STREET
DELTA, B.C. V4L 2A8
P: 604 949 9433

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT
CITY OF RICHMOND

FILE: 41562SK
PLOT: 2026.01/06
MAP: RICHMOND

265