



This is the second affidavit of Daniel Pollack in this case and was made on January 8, 2025

No. S-247764
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

and

MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP

and

MINORU VIEW HOMES LTD.

RESPONDENTS

AFFIDAVIT

I, Daniel Pollack, of Toronto, in the Province of Ontario, Executive Director, SWEAR THAT:

1. I am an Executive Director, Loan & Portfolio Management at KingSett Capital. KingSett Mortgage Corporation (“**KingSett**”) is a subsidiary of KingSett Capital, the Petitioner in this proceeding, and as such I have personal knowledge of the matters deposed to in this affidavit, except where I depose to a matter based on information from an informant I identify, in which case I believe that both the information from the informant and the resulting statement are true.
2. This affidavit is made in support of the orders and declarations sought by KingSett in its Application filed in this proceeding, including an order that Minoru View Homes Ltd.

(the “**Nominee**”) and Minoru Square Development Limited Partnership (the “**Limited Partnership**”, and together with the Nominee, the “**Borrowers**”) are indebted to KingSett as of January 6, 2025 as follows:

- (a) \$72,650,000.00 with respect to the principal amount due and owing with respect to the Loan (as defined below);
- (b) \$3,849,295.54 with respect to accrued and unpaid interest, which continues to accrue;
- (c) \$100,129.91 with respect to costs incurred and unpaid in connection with the Loan (as defined below), which continue to accrue; and
- (d) \$42,445.34 in legal fees incurred in connection with the Loan (as defined below), with these fees continuing to accrue

for a total of \$76,641,870.79 (the “**Indebtedness**”) due and owing to KingSett. The Indebtedness is incurring interest at a rate of \$25,644.00 per day and professional fees continue to accrue.

A. Loan Agreement and Loan Documents

- 3. KingSett provided the Borrowers with a first mortgage loan in the amount of \$72,650,000 (the “**Loan**”) pursuant to the terms of a Commitment Letter dated October 18, 2021, as amended by a first amending agreement dated February 14, 2022, a second amending agreement dated March 20, 2023 and a third amending agreement dated February 23, 2024 (as may be further amended, restated, or supplemented from time to time, the “**Commitment Letters**”).
- 4. The Commitment Letter is attached as **Exhibit “A”** to the First Affidavit of Daniel Pollack made on November 5, 2024 (“**Pollack Affidavit #1**”).
- 5. As security for the loan under the Commitment Letter, the Borrowers provided the following, among other things, in favor of KingSett:

- (a) a general security agreement (the “**General Security Agreement**”), dated October 29, 2021, attached as **Exhibit “H”** to Pollack Affidavit #1;
- (b) a first mortgage and assignment of rents, dated October 26, 2021 (the “**First Mortgage**” and the “**Assignment of Rents**”, respectively), together attached as **Exhibit “I”** to Pollack Affidavit #1;
- (c) a second Mortgage dated March 9, 2022 (the “**Second Mortgage**”) attached as **Exhibit “J”** to Pollack Affidavit #1; and
- (d) a beneficial direction, acknowledgement, and security agreement (the “**Beneficial Security Agreement**”), dated October 29, 2021, attached as **Exhibit “K”** to Pollack Affidavit #1.

(collectively, the “**Security**”).

- 6. The First Mortgage is in the principal amount of \$61,000,000 and the Second Mortgage is in the principal amount of \$80,000,000.
- 7. The First Mortgage, the Assignment of Rents and the Second Mortgage each charge the lands owned by the Borrowers legally described as LOT 1 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN EPP112775, PID 031-656-561 (the “**Property**”) as follows:
 - (a) KingSett has registered the First Mortgage and Assignment of Rents in the New Westminster Land Title Office (“**LTO**”) under registration numbers CA9469145 and CA9469146; and
 - (b) KingSett has registered the Second Mortgage in the LTO under registration number CA9774692.
- 8. A true copy of the LTO search results of the Property is attached as **Exhibit “A”** to this Affidavit.

9. KingSett has registered a financing statement with respect to the General Security Agreement and the Beneficial Security Agreement in the British Columbia Personal Property Registry (the “PPR”) under registration 334886N. PPR search results for the Borrowers are attached as **Exhibit “B”** to this Affidavit.

B. The Highline Loan Agreement and Loan Documents

10. As detailed in my first affidavit, the Borrowers provided certain guarantee to KingSett in connection with the obligations of a related entity, 6511 Sussex Heights Development Ltd. (the “**Highline Borrower**”), due and owing to KingSett (the “**Guarantee**”).
11. As security for the Guarantee, the Nominee provided a collateral mortgage and assignment of rents to KingSett in the principal amount of \$80,000,000 registered against the Property (the “**Collateral Mortgage**”).
12. The Collateral Mortgage is registered in the LTO under registration numbers CB1229022 and CB1229023.
13. The Collateral Mortgage is attached as **Exhibit “P”** to the First Pollack Affidavit.

C. The Demand and Default

14. The Borrowers have been in default of their obligations under the Commitment Letter since at least September 1, 2024.
15. On October 11, 2024 counsel on behalf of KingSett delivered a letter to the Borrowers and its guarantors advising of various reporting defaults and demanding payment (the “**Demand Letter**”). A copy of the Demand Letter is attached as **Exhibit “U”** to Pollack Affidavit #1.
16. As of the date this Affidavit was made, the Borrowers have not repaid the Indebtedness. A copy of the payout with respect to the Indebtedness dated January 7, 2025 is attached as **Exhibit “C”** to this Affidavit.

D. The Receivership

17. On December 13, 2024, the Supreme Court of British Columbia granted an order to appoint KSV Restructuring Inc. (the “**Receivership Order**”) as receiver without security, of all of the assets, undertakings and property of the Borrowers, including all proceeds, in relation to this matter. A copy of the Receivership Order is attached as **Exhibit “D”** to this Affidavit.
18. KingSett understands that the Receiver will seek an Order of this Court to market and sell the Property.
19. In connection with the sale of the Property, KingSett is seeking a declaration that:
 - (a) each of the First Mortgage, the Assignment of Rents, and the Second Mortgage is a valid charge against the Property;
 - (b) the Collateral Mortgage is a valid charge against the Property;
 - (c) each of the General Security Agreement and the Beneficial Security Agreement constitutes a security interest perfected with respect to the Borrowers’ personal property used in connection with the Property; and
 - (d) that the Borrowers are liable to KingSett for the Indebtedness.

E. The City of Richmond Charges

20. The City of Richmond has registered three rent charges against the Property:
 - (a) Rent Charge registered under charge number CA9783064 registered on March 14, 2022 (the “**First Rent Charge**”);
 - (b) Rent Charge registered under charge number CA9783017 registered on March 14, 2022 (the “**Second Rent Charge**”); and
 - (c) Rent Charge registered under charge number CA9783050 registered on March 14, 2022 (the “**Third Rent Charge**”, collectively with the First Rent Charge and the Second Rent Charge, the “**Rent Charges**”).

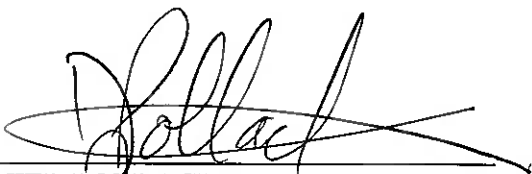
21. A true copy of each of the Rent Charges is attached as **Exhibit “E”** to this Affidavit.
22. Pursuant to a priority agreement registered against the Property under charge number CA9783068 on March 14, 2024, the First Rent Charge has priority over the First Mortgage and the Assignment of Rents and the Second Mortgage.
23. Pursuant to a priority agreement registered against the Property under charge number CA9783022 on March 14, 2024, the Second Rent Charge has priority over the First Mortgage and the Assignment of Rents and the Second Mortgage.
24. Pursuant to a priority agreement registered against the Property under charge number CA9783052 on March 14, 2024, the Third Rent Charge has priority over the First Mortgage and the Assignment of Rents and the Second Mortgage.
25. A true copy of each of the priority agreements is attached as **Exhibit “E”** to this Affidavit.
26. Each of the Rent Charges is registered in priority to the Collateral Mortgage.
27. Therefore, insofar as the City of Richmond can prove to this Court that the Rent Charges are valid charges on the Property, the Rent Charges will have priority over the First Mortgage, the Assignment of Rents, the Second Mortgage, and the Collateral Mortgage.

G. Conclusions

28. I know of no facts which would constitute a defense to the claim or part of the claim of KingSett against the Borrowers for payment of the Indebtedness. The Indebtedness is fully due and owing and payable to KingSett and the Borrowers have failed or neglected, and continue to fail or neglect, to pay.

AFFIRMED remotely by Daniel Pollack)
stated as being located in the City)
of Toronto in the Province of Ontario,)
before me at the City of Toronto in the)
Province of Ontario, on January 8, 2025, in)
accordance with O. Reg 431/20,)
Administering Oath or Declaration)
Remotely.)

Alice Chen)
_____)
Alice Siyu Chen, a Commissioner for taking)
affidavits for Ontario)



DANIEL POLLACK

Alice Siyu Chen,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 1, 2026.

This is Exhibit "A" referred to in the Affidavit #2
of Daniel Pollack sworn before me at Toronto, Ontario on this
8th day of January, 2025

Alice Chen

**Alice Siyu Chen, A Commissioner for
Taking Affidavits for the Province of Ontario**

Alice Siyu Chen,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 1, 2026.

TITLE SEARCH PRINT

File Reference: 1261651

002
2025-01-06, 14:45:34
Requestor: Pavan Sidhu

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

Title Issued Under SECTION 98 LAND TITLE ACT

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CA9783005
From Title Number CA6713956
CA6713957
CA6713958

Application Received 2022-03-14

Application Entered 2022-03-29

Registered Owner in Fee Simple
Registered Owner/Mailing Address: MINORU VIEW HOMES LTD., INC.NO. BC1139237
#700 - 4211 KINGSWAY
BURNABY, BC
V5H 1Z6

Taxation Authority Richmond, City of

Description of Land
Parcel Identifier: 031-656-561
Legal Description: LOT 1 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN
EPP112775

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA6713962
FILED 2018-04-03

HOUSING AGREEMENT NOTICE, LOCAL GOVERNMENT ACT, S. 483 SEE CA9783089

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL
GOVERNMENT ACT, SEE CA9862634

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA)
FILED 10.02.1981 UNDER NO. T 17084 PLAN NO. 61216

TITLE SEARCH PRINT

File Reference: 1261651

003
2025-01-06, 14:45:34
Requestor: Pavan Sidhu

ZONING REGULATION AND PLAN UNDER
THE AERONAUTICS ACT (CANADA)
FILED 10.02.1981 UNDER NO. T17084
PLAN NO. 61216

THIS TITLE MAY BE AFFECTED BY A PERMIT
UNDER PART 29 OF THE MUNICIPAL ACT
SEE DF AA190798

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA)
FILED 10/02/1981 UNDER NO. T17084 PLAN NO. 61216

Charges, Liens and Interests

Nature: UNDERSURFACE RIGHTS
Registration Number: C15336
Registration Date and Time: 1967-04-03 15:22
Registered Owner: JOHN HOLT WILKINSON BRIGHOUSE
JANE HOLT WILKINSON BRIGHOUSE
"IN TRUST" (DF 28370)
Remarks: INTER ALIA
SEE C15333

Nature: STATUTORY RIGHT-OF-WAY
Registration Number: RD87600
Registration Date and Time: 1979-02-14 11:00
Registered Owner: TOWNSHIP OF RICHMOND
Remarks: INTER ALIA
PLAN 34077 ANCILLARY RIGHTS

Nature: MORTGAGE
Registration Number: CA9469145
Registration Date and Time: 2021-10-29 07:20
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9469146
Registration Date and Time: 2021-10-29 07:20
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: MORTGAGE
Registration Number: CA9774692
Registration Date and Time: 2022-03-10 08:55
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

TITLE SEARCH PRINT

File Reference: 1261651

004
2025-01-06, 14:45:34
Requestor: Pavan Sidhu

Nature: COVENANT
Registration Number: CA9783013
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: COVENANT
Registration Number: CA9783014
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA9783015
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND
Remarks: PART IN PLAN EPP118970

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA9783016
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND
Remarks: PART IN PLAN EPP118970

Nature: RENT CHARGE
Registration Number: CA9783017
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783018
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783013 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: PRIORITY AGREEMENT
Registration Number: CA9783019
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783014 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: PRIORITY AGREEMENT
Registration Number: CA9783020
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783015 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

TITLE SEARCH PRINT

005
2025-01-06, 14:45:34
Requestor: Pavan Sidhu

File Reference: 1261651

Nature: PRIORITY AGREEMENT
Registration Number: CA9783021
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783016 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: PRIORITY AGREEMENT
Registration Number: CA9783022
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783017 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783023
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783024
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783023 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783025
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA9783026
Registration Date and Time: 2022-03-14 15:19
Registered Owner: VANCOUVER AIRPORT AUTHORITY

Nature: PRIORITY AGREEMENT
Registration Number: CA9783027
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783025 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: PRIORITY AGREEMENT
Registration Number: CA9783028
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783026 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

TITLE SEARCH PRINT

File Reference: 1261651

006
2025-01-06, 14:45:34
Requestor: Pavan Sidhu

Nature: COVENANT
Registration Number: CA9783029
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783030
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783029 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783031
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783032
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783031 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783033
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783034
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783033 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783035
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA9783036
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

TITLE SEARCH PRINT

File Reference: 1261651

007
2025-01-06, 14:45:34
Requestor: Pavan Sidhu

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA9783037
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783038
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783035 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: PRIORITY AGREEMENT
Registration Number: CA9783039
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783036 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: PRIORITY AGREEMENT
Registration Number: CA9783040
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783037 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783041
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783042
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783041 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783043
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783044
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783043 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

TITLE SEARCH PRINT

File Reference: 1261651

008
2025-01-06, 14:45:34
Requestor: Pavan Sidhu

Nature: COVENANT
Registration Number: CA9783045
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA9783046
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783047
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783046 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: PRIORITY AGREEMENT
Registration Number: CA9783048
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783046 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783049
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: RENT CHARGE
Registration Number: CA9783050
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783051
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783049 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: PRIORITY AGREEMENT
Registration Number: CA9783052
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783050 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

TITLE SEARCH PRINT

File Reference: 1261651

009
2025-01-06, 14:45:34
Requestor: Pavan Sidhu

Nature: COVENANT
Registration Number: CA9783053
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783054
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783053 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783055
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783056
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783055 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783057
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783058
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783057 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783059
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783060
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783059 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

TITLE SEARCH PRINT

File Reference: 1261651

010
2025-01-06, 14:45:34
Requestor: Pavan Sidhu

Nature: COVENANT
Registration Number: CA9783061
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: COVENANT
Registration Number: CA9783062
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: OPTION TO PURCHASE
Registration Number: CA9783063
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: RENT CHARGE
Registration Number: CA9783064
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783065
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783061 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: PRIORITY AGREEMENT
Registration Number: CA9783066
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783062 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: PRIORITY AGREEMENT
Registration Number: CA9783067
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783063 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: PRIORITY AGREEMENT
Registration Number: CA9783068
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783064 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

TITLE SEARCH PRINT

File Reference: 1261651

011
2025-01-06, 14:45:34
Requestor: Pavan Sidhu

Nature: COVENANT
Registration Number: CA9783069
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783070
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783069 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783071
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783072
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783071 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783073
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA9783074
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783075
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783073 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: PRIORITY AGREEMENT
Registration Number: CA9783076
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783074 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

TITLE SEARCH PRINT

File Reference: 1261651

012
2025-01-06, 14:45:34
Requestor: Pavan Sidhu

Nature: COVENANT
Registration Number: CA9783077
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783078
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783077 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783079
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783080
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783079 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783081
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783082
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783081 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783083
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783084
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783083 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

TITLE SEARCH PRINT

File Reference: 1261651

013
2025-01-06, 14:45:34
Requestor: Pavan Sidhu

Nature: COVENANT
Registration Number: CA9783085
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783086
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783085 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: COVENANT
Registration Number: CA9783087
Registration Date and Time: 2022-03-14 15:19
Registered Owner: CITY OF RICHMOND

Nature: PRIORITY AGREEMENT
Registration Number: CA9783088
Registration Date and Time: 2022-03-14 15:19
Remarks: GRANTING CA9783087 PRIORITY OVER CA9469145,
CA9469146 AND CA9774692

Nature: MORTGAGE
Registration Number: CB1229022
Registration Date and Time: 2024-03-26 14:49
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: ASSIGNMENT OF RENTS
Registration Number: CB1229023
Registration Date and Time: 2024-03-26 14:49
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1714695
Registration Date and Time: 2024-11-15 11:56
Registered Owner: SUPER SAVE FENCE RENTALS INC.

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB9697
Registration Date and Time: 2024-11-21 15:33
Registered Owner: RAM GEOTECHNICAL ENGINEERING LTD. (FORMERLY
HORIZON ENGINEERING)
INCORPORATION NO. BC1109541

TITLE SEARCH PRINT

File Reference: 1261651

014
2025-01-06, 14:45:34
Requestor: Pavan Sidhu

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

The requested plan search results are displayed below. There is no fee for these results.



2024-10-08 16:33:04

Plan Search Results

Requestor: Pavan Sidhu

File Reference: 1261651

6 search results found in Land Title District: All Districts

Plans for Plan Number 112775

Land Title District	Plan Number	Plan Type	Short Legal Description	Parcel Information
NEW WESTMINSTER	EPP112775	Subdivision	S/32135/////26	006-638-741 (MN)
			S/34383/////47	003-640-591 (MN)
			S/EPP112775/////1	031-656-561
			S/EPP112775/////2	031-656-579
			S/NWP88228/////A	017-151-694
	NEP112775DD	Not Identified		(No Known Related Parcels)

This is Exhibit “**B**” referred to in the Affidavit #2
of Daniel Pollack sworn before me at Toronto, Ontario on this
8th day of January, 2025

Alice Chen

**Alice Siyu Chen, A Commissioner for
Taking Affidavits for the Province of Ontario**

Alice Siyu Chen,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 1, 2026.

Business Debtor - "MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP"

Search Date and Time: January 6, 2025 at 2:56:18 pm Pacific time
Account Name: OSLER, HOSKIN & HARCOURT LLP
Folio Number: 1261651

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9 Matches in 9 Registrations in Report

Exact Matches: 9 (*)

Total Search Report Pages: 26

	Base Registration	Base Registration Date	Debtor Name	Page
1	065929N	June 24, 2021	* MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP	2
2	065938N	June 24, 2021	* MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP	6
3	334886N	October 28, 2021	* MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP	10
4	606529N	March 18, 2022	* MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP	12
5	606551N	March 18, 2022	* MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP	14
6	606552N	March 18, 2022	* MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP	16
7	606553N	March 18, 2022	* MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP	18
8	606554N	March 18, 2022	* MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP	20
9	276858Q	March 27, 2024	* MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP	22

Base Registration Number: 065929N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 24, 2021 at 1:18:40 pm Pacific time
Current Expiry Date and Time:	June 24, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:56:18 pm Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada

Debtor Information**BETA VIEW HOLDINGS INC****Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

THIND PROPERTIES LTD**Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

YING KEI INVESTMENT INC**Address**

1530 - 1200 WEST 73RD AVENUE
VANCOUVER BC
V6P 6G5 Canada

**6511 SUSSEX HEIGHTS
DEVELOPMENT LTD****Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

THIND, DALJIT**Address**

3138 WEST 51ST AVENUE
VANCOUVER BC
V6P 4X2 Canada

Birthdate

January 24, 1965

LIU, RUIQIAN**Address**

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 1, 1965

LIU, JUNYI**Address**

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 9, 1994

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**MINORU SQUARE DEVELOPMENT
GP LTD.**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

MINORU VIEW HOMES LTD.

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

GUARANTEE, ASSIGNMENT, AND POSTPONEMENT OF CLAIM AGAINST BETA VIEW HOMES LTD., LUMINA ECLIPSE GP LTD. AND LUMINA ECLIPSE LIMITED PARTNERSHIP IN FAVOUR OF THE SECURED PARTY PROVIDED IN CONNECTION WITH A LOAN SECURED AGAINST THE PROPERTY MUNICIPALLY KNOWN AS 2381 BETA AVENUE, BURNABY, BC, AND LEGALLY IDENTIFIED AS PID NO. 030-169-747; ,LOT 2 DISTRICT LOT 124 GROUP 1 NWD PLAN EPP67029 (THE \PROPERTY\) AND THE BUSINESS CARRIED ON AT THAT PROPERTY.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-34/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

HISTORY(Showing most recent first)

AMENDMENT

Registration Date and Time: March 27, 2024 at 12:28:09 pm Pacific time
Registration Number: 276977Q
Description: ADDING ADDITIONAL DEBTORS

Debtor Information**MINORU SQUARE DEVELOPMENT
GP LTD.**

ADDED

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP**

ADDED

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

MINORU VIEW HOMES LTD.

ADDED

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

Registering Party Information**BENNETT JONES LLP
(TWEEDLIE/59445-41/OD)****Address**

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

Base Registration Number: 065938N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 24, 2021 at 1:20:45 pm Pacific time
Current Expiry Date and Time:	June 24, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:56:18 pm Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada

Debtor Information**BETA VIEW HOLDINGS INC****Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

THIND PROPERTIES LTD**Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

YING KEI INVESTMENT INC**Address**

1530 - 1200 WEST 73RD AVENUE
VANCOUVER BC
V6P 6G5 Canada

**6511 SUSSEX HEIGHTS
DEVELOPMENT LTD****Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

THIND, DALJIT**Address**

3138 WEST 51ST AVENUE
VANCOUVER BC
V6P 4X2 Canada

Birthdate

January 24, 1965

LIU, RUIQIAN**Address**

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 1, 1965

LIU, JUNYI**Address**

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 9, 1994

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**MINORU SQUARE DEVELOPMENT
GP LTD.**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

MINORU VIEW HOMES LTD.

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

GUARANTEE, ASSIGNMENT, AND POSTPONEMENT OF CLAIM AGAINST BETA VIEW HOMES LTD., LUMINA ECLIPSE GP LTD. AND LUMINA ECLIPSE LIMITED PARTNERSHIP IN FAVOUR OF THE SECURED PARTY PROVIDED IN CONNECTION WITH A LOAN SECURED AGAINST THE PROPERTY MUNICIPALLY KNOWN AS 2381 BETA AVENUE, BURNABY, BC, AND LEGALLY IDENTIFIED AS PID NO. 030-169-747; ,LOT 2 DISTRICT LOT 124 GROUP 1 NWD PLAN EPP67029 (THE \PROPERTY\) AND THE BUSINESS CARRIED ON AT THAT PROPERTY.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-34/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

HISTORY(Showing most recent first)

AMENDMENT

Registration Date and Time: March 27, 2024 at 12:21:38 pm Pacific time
Registration Number: 276965Q
Description: ADDING ADDITIONAL DEBTORS

Debtor Information**MINORU SQUARE DEVELOPMENT
GP LTD.**

ADDED

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP**

ADDED

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

MINORU VIEW HOMES LTD.

ADDED

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

Registering Party Information**BENNETT JONES LLP
(TWEEDLIE/59445-41/OD)****Address**

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

Base Registration Number: 334886N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	October 28, 2021 at 10:20:30 am Pacific time
Current Expiry Date and Time:	October 28, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:56:18 pm Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada**Debtor Information****MINORU VIEW HOMES LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**MINORU SQUARE DEVELOPMENT
GP LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY LOCATED AT, RELATING TO, ARISING FROM OR USED IN CONNECTION WITH, OR WHICH IS NECESSARY TO THE USE AND OPERATION OF THE PROPERTIES MUNICIPALLY KNOWN AS 5740, 5760 AND 5800 MINORU BOULEVARD, RICHMOND, BRITISH COLUMBIA, AND LEGALLY IDENTIFIED AS (I) PID NO. 003-640-591; ,LOT 47 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 34383; (II) PID NO. 006-638-741 LOT 26 EXCEPT: EAST 10 FEET, SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 32135; AND (III) PID NO. 017-151-694 LOT A SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN NWP88228 AND ALL PROCEEDS ,THEREFROM.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-75/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

Base Registration Number: 606529N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 18, 2022 at 3:00:47 pm Pacific time
Current Expiry Date and Time:	March 18, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:56:18 pm Pacific time)

Secured Party Information**BANK OF MONTREAL/BANQUE DE
MONTREAL****Address**250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada**Debtor Information****MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP****Address**4211 KINGSWAY UNIT 700
BURNABY BC
V5H 1Z6 Canada**Vehicle Collateral**

None

General Collateral

Base Registration General Collateral:

LF269 Pledge of instrument, assignment of proceeds

Base Registration General Collateral:

instrument described as BMO Short-Term Investment

Base Registration General Collateral:

0004-9630-433 in the amount \$325,459.20 including all

Base Registration General Collateral:

renewals and replacements thereof, substitutions therefor

Base Registration General Collateral:

accretions thereto and interest, income and money therefrom

Base Registration General Collateral:

and all proceeds thereof and therefrom including accounts.

Original Registering Party

**BANK OF MONTREAL/BANQUE DE
MONTREAL**

Address

250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada

Base Registration Number: 606551N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 18, 2022 at 3:15:17 pm Pacific time
Current Expiry Date and Time:	March 18, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:56:18 pm Pacific time)

Secured Party Information**BANK OF MONTREAL/BANQUE DE
MONTREAL****Address**250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada**Debtor Information****MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP****Address**4211 KINGSWAY UNIT 700
BURNABY BC
V5H 1Z6 Canada**Vehicle Collateral**

None

General Collateral

Base Registration General Collateral:

LF269 Pledge of instrument, assignment of proceeds

Base Registration General Collateral:

instrument described as BMO Short-Term Investment

Base Registration General Collateral:

0004-9630-441 in the amount \$1,656,611.00 including all

Base Registration General Collateral:

renewals and replacements thereof, substitutions therefor

Base Registration General Collateral:

accretions thereto and interest, income and money therefrom

Base Registration General Collateral:

and all proceeds thereof and therefrom including accounts.

Original Registering Party

**BANK OF MONTREAL/BANQUE DE
MONTREAL**

Address

250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada

Base Registration Number: 606552N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 18, 2022 at 3:15:21 pm Pacific time
Current Expiry Date and Time:	March 18, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:56:18 pm Pacific time)

Secured Party Information**BANK OF MONTREAL/BANQUE DE
MONTREAL****Address**250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada**Debtor Information****MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP****Address**4211 KINGSWAY UNIT 700
BURNABY BC
V5H 1Z6 Canada**Vehicle Collateral**

None

General Collateral

Base Registration General Collateral:

LF269 Pledge of instrument, assignment of proceeds

Base Registration General Collateral:

instrument described as BMO Short-Term Investment

Base Registration General Collateral:

0004-9630-468 in the amount \$5,033,693.25 including all

Base Registration General Collateral:

renewals and replacements thereof, substitutions therefor

Base Registration General Collateral:

accretions thereto and interest, income and money therefrom

Base Registration General Collateral:

and all proceeds thereof and therefrom including accounts.

Original Registering Party

**BANK OF MONTREAL/BANQUE DE
MONTREAL**

Address

250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada

Base Registration Number: 606553N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 18, 2022 at 3:15:43 pm Pacific time
Current Expiry Date and Time:	March 18, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:56:18 pm Pacific time)

Secured Party Information**BANK OF MONTREAL/BANQUE DE
MONTREAL****Address**250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada**Debtor Information****MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP****Address**4211 KINGSWAY UNIT 700
BURNABY BC
V5H 1Z6 Canada**Vehicle Collateral**

None

General Collateral

Base Registration General Collateral:

LF269 Pledge of instrument, assignment of proceeds

Base Registration General Collateral:

instrument described as BMO Short-Term Investment

Base Registration General Collateral:

0004-9630-476 in the amount \$50,000.00 including all

Base Registration General Collateral:

renewals and replacements thereof, substitutions therefor

Base Registration General Collateral:

accretions thereto and interest, income and money therefrom

Base Registration General Collateral:

and all proceeds thereof and therefrom including accounts.

Original Registering Party

**BANK OF MONTREAL/BANQUE DE
MONTREAL**

Address

250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada

Base Registration Number: 606554N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 18, 2022 at 3:15:46 pm Pacific time
Current Expiry Date and Time:	March 18, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:56:18 pm Pacific time)

Secured Party Information**BANK OF MONTREAL/BANQUE DE
MONTREAL****Address**250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada**Debtor Information****MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP****Address**4211 KINGSWAY UNIT 700
BURNABY BC
V5H 1Z6 Canada**Vehicle Collateral**

None

General Collateral

Base Registration General Collateral:

LF269 Pledge of instrument, assignment of proceeds

Base Registration General Collateral:

instrument described as BMO Short-Term Investment

Base Registration General Collateral:

0004-9630-468 in the amount \$893,619.00 including all

Base Registration General Collateral:

renewals and replacements thereof, substitutions therefor

Base Registration General Collateral:

accretions thereto and interest, income and money therefrom

Base Registration General Collateral:

and all proceeds thereof and therefrom including accounts.

Original Registering Party

**BANK OF MONTREAL/BANQUE DE
MONTREAL**

Address

250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada

Base Registration Number: 276858Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 27, 2024 at 11:48:12 am Pacific time
Current Expiry Date and Time:	March 27, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:56:18 pm Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST, SCOTIA PLAZA
TORONTO ON
M5H 3Y2 Canada

Debtor Information**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

BETA VIEW HOMES LTD.**Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

MINORU VIEW HOMES LTD.**Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

THIND, DALJIT**Address**3138 WEST 51ST AVENUE
VANCOUVER BC
V6N 4H4 Canada**Birthdate**

January 24, 1965

LIU, RUIQIAN**Address**6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada**Birthdate**

April 1, 1965

LUMINA ECLIPSE GP LTD.**Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**MINORU SQUARE DEVELOPMENTS
GP LTD.**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

LUMINA CONDO HOLDINGS LTD.

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**LUMINA CONDO HOLDINGS
LIMITED PARTNERSHIP**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

Vehicle Collateral

None



General Collateral

Base Registration General Collateral:

GUARANTEE, ASSIGNMENT, AND POSTPONEMENT OF CLAIM AGAINST 6511 SUSSEX HEIGHTS DEVELOPMENT LTD. IN FAVOUR OF THE SECURED PARTY PROVIDED IN CONNECTION WITH A LOAN SECURED AGAINST THE PROPERTY MUNICIPALLY KNOWN AS 6505 SUSSEX AVENUE, BURNABY, BC, 6511 SUSSEX AVENUE, BURNABY, BC, 4490 BERESFORD STREET, BURNABY, BC, and 4498 BERESFORD STREET, BURNABY, BC AND LEGALLY IDENTIFIED AS PID NOS.

032-077-564, 032-077-572, 032-077-581, 032-077-661, 032-077-670, 032-077-688, 032-077-696, 032-077-700, 032-077-718, 032-077-726, 032-077-734, 032-077-742, 032-077-751, 032-077-769, 032-077-777, 032-077-785, 032-077-793, 032-077-807,

032-077-815, 032-077-823, 032-077-831, 032-077-840, 032-077-858, 032-077-866, 032-077-874, 032-077-882, 032-077-891, 032-077-904, 032-077-912, 032-077-921, 032-077-939, 032-077-947, 032-077-955, 032-077-963, 032-077-971, 032-077-980, 032-077-998, 032-078-005, 032-078-013, 032-078-021, 032-078-030, 032-078-048, 032-078-056, 032-078-064, 032-078-072, 032-078-307, 032-078-315, 032-078-323,

032-078-331, 032-078-340, 032-078-358, 032-078-366, 032-078-374, 032-078-382, 032-078-498, 032-078-676, 032-079-125, 032-079-214, 032-079-303, 032-079-362, 032-079-397, 032-079-451, 032-079-486, 032-079-575, 032-079-630, 032-079-664, 032-079-737, 032-079-753, 032-079-842, 032-079-915, 032-079-931, 032-080-026, 032-080-077, 032-080-093, 032-080-166, 032-080-182, 032-080-191, 032-080-255,

032-080-271, 032-080-344, 032-080-361, 032-080-379, 032-080-387, 032-080-395, 032-080-409, 032-080-417, 032-080-425, 032-080-433, 032-080-441, 032-080-450, 032-080-468, 032-080-476, 032-080-484, 032-080-492, 032-080-506, 032-080-514, 032-080-522, 032-080-531, 032-080-549, 032-080-557, 032-080-565, 032-080-573,

032-080-581, 032-080-590, 032-080-603, 032-080-611, 032-080-620, 032-080-638, 032-080-646, 032-080-654, 032-080-662, 032-080-671, 032-080-689, 032-080-697, 032-080-701, 032-080-719, 032-080-727, 032-080-735, 032-080-743, 032-080-751, 032-080-760, 032-080-778, 032-080-786, 032-080-794, 032-080-808, 032-080-816, 032-080-824, 032-080-832, 032-080-841, 032-080-859, 032-080-867, 032-080-875,

032-080-883, 032-080-891, 032-080-905, 032-080-913, 032-080-921, 032-080-930, 032-080-956, 032-080-964, 032-080-972, 032-080-981, 032-080-999, 032-081-006, 032-081-014, 032-081-022, 032-081-031, 032-081-049, 032-081-057, 032-081-065, 032-081-073, 032-081-081, 032-081-090, 032-081-103, 032-081-111, 032-081-120, 032-081-138, 032-081-146, 032-081-154, 032-081-162, 032-081-171, 032-081-189,

032-081-197, 032-081-201, 032-081-219, 032-081-227, 032-081-235, 032-081-243, 032-081-251, 032-081-260, 032-081-278, 032-081-286, 032-081-294, 032-081-308, 032-081-316, 032-081-324, 032-081-332, 032-081-341, 032-081-359, 032-081-367, 032-081-375, 032-081-383, 032-081-391, 032-081-405, 032-081-413, 032-081-421, 032-081-430, 032-081-448, 032-081-456, 032-081-464, 032-081-472, 032-081-481,

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

032-081-499, 032-081-502, 032-081-511, 032-081-529, 032-081-537, 032-081-545, 032-081-553,
032-081-561, 032-081-570, 032-081-588, 032-081-596, 032-081-600, 032-081-618.

Original Registering Party

**BENNETT JONES LLP
(TWEEDLIÉ/59445-41/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada



Business Debtor - "MINORU VIEW HOMES LTD."

Search Date and Time: January 6, 2025 at 2:54:48 pm Pacific time
Account Name: OSLER, HOSKIN & HARCOURT LLP
Folio Number: 1261651

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2	065938N	June 24, 2021	* MINORU VIEW HOMES LTD.	6
3	334875N	October 28, 2021	* MINORU VIEW HOMES LTD	10
4	334886N	October 28, 2021	* MINORU VIEW HOMES LTD	13
5	276858Q	March 27, 2024	* MINORU VIEW HOMES LTD.	15

Base Registration Number: 065929N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 24, 2021 at 1:18:40 pm Pacific time
Current Expiry Date and Time:	June 24, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:54:48 pm Pacific time)

Secured Party Information

**KINGSETT MORTGAGE
CORPORATION**

Address

3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada

Debtor Information**BETA VIEW HOLDINGS INC****Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

THIND PROPERTIES LTD**Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

YING KEI INVESTMENT INC**Address**

1530 - 1200 WEST 73RD AVENUE
VANCOUVER BC
V6P 6G5 Canada

**6511 SUSSEX HEIGHTS
DEVELOPMENT LTD****Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

THIND, DALJIT**Address**

3138 WEST 51ST AVENUE
VANCOUVER BC
V6P 4X2 Canada

Birthdate

January 24, 1965

LIU, RUIQIAN**Address**

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 1, 1965

LIU, JUNYI**Address**

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 9, 1994

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**MINORU SQUARE DEVELOPMENT
GP LTD.**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

MINORU VIEW HOMES LTD.

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

GUARANTEE, ASSIGNMENT, AND POSTPONEMENT OF CLAIM AGAINST BETA VIEW HOMES LTD., LUMINA ECLIPSE GP LTD. AND LUMINA ECLIPSE LIMITED PARTNERSHIP IN FAVOUR OF THE SECURED PARTY PROVIDED IN CONNECTION WITH A LOAN SECURED AGAINST THE PROPERTY MUNICIPALLY KNOWN AS 2381 BETA AVENUE, BURNABY, BC, AND LEGALLY IDENTIFIED AS PID NO. 030-169-747; ,LOT 2 DISTRICT LOT 124 GROUP 1 NWD PLAN EPP67029 (THE \PROPERTY\) AND THE BUSINESS CARRIED ON AT THAT PROPERTY.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-34/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

HISTORY(Showing most recent first)

AMENDMENT

Registration Date and Time: March 27, 2024 at 12:28:09 pm Pacific time
Registration Number: 276977Q
Description: ADDING ADDITIONAL DEBTORS

Debtor Information**MINORU SQUARE DEVELOPMENT
GP LTD.**

ADDED

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP**

ADDED

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

MINORU VIEW HOMES LTD.

ADDED

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

Registering Party Information**BENNETT JONES LLP
(TWEEDLIE/59445-41/OD)****Address**

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

Base Registration Number: 065938N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 24, 2021 at 1:20:45 pm Pacific time
Current Expiry Date and Time:	June 24, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:54:48 pm Pacific time)

Secured Party Information

**KINGSETT MORTGAGE
CORPORATION**

Address

3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada

Debtor Information**BETA VIEW HOLDINGS INC****Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

THIND PROPERTIES LTD**Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

YING KEI INVESTMENT INC**Address**

1530 - 1200 WEST 73RD AVENUE
VANCOUVER BC
V6P 6G5 Canada

**6511 SUSSEX HEIGHTS
DEVELOPMENT LTD****Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

THIND, DALJIT**Address**

3138 WEST 51ST AVENUE
VANCOUVER BC
V6P 4X2 Canada

Birthdate

January 24, 1965

LIU, RUIQIAN**Address**

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 1, 1965

LIU, JUNYI**Address**

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 9, 1994

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**MINORU SQUARE DEVELOPMENT
GP LTD.**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

MINORU VIEW HOMES LTD.

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

GUARANTEE, ASSIGNMENT, AND POSTPONEMENT OF CLAIM AGAINST BETA VIEW HOMES LTD., LUMINA ECLIPSE GP LTD. AND LUMINA ECLIPSE LIMITED PARTNERSHIP IN FAVOUR OF THE SECURED PARTY PROVIDED IN CONNECTION WITH A LOAN SECURED AGAINST THE PROPERTY MUNICIPALLY KNOWN AS 2381 BETA AVENUE, BURNABY, BC, AND LEGALLY IDENTIFIED AS PID NO. 030-169-747; ,LOT 2 DISTRICT LOT 124 GROUP 1 NWD PLAN EPP67029 (THE \PROPERTY\) AND THE BUSINESS CARRIED ON AT THAT PROPERTY.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-34/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

HISTORY(Showing most recent first)

AMENDMENT

Registration Date and Time: March 27, 2024 at 12:21:38 pm Pacific time
Registration Number: 276965Q
Description: ADDING ADDITIONAL DEBTORS

Debtor Information**MINORU SQUARE DEVELOPMENT
GP LTD.**

ADDED

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP**

ADDED

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

MINORU VIEW HOMES LTD.

ADDED

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

Registering Party Information**BENNETT JONES LLP
(TWEEDLIE/59445-41/OD)****Address**

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

Base Registration Number: 334875N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	October 28, 2021 at 10:15:43 am Pacific time
Current Expiry Date and Time:	October 28, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:54:48 pm Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada

Debtor Information

THIND PROPERTIES LTD

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

YING KEI INVESTMENT INC

Address

1530 - 1200 WEST 73RD AVENUE
VANCOUVER BC
V6P 6G5 Canada

TPL-YK GP LTD

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

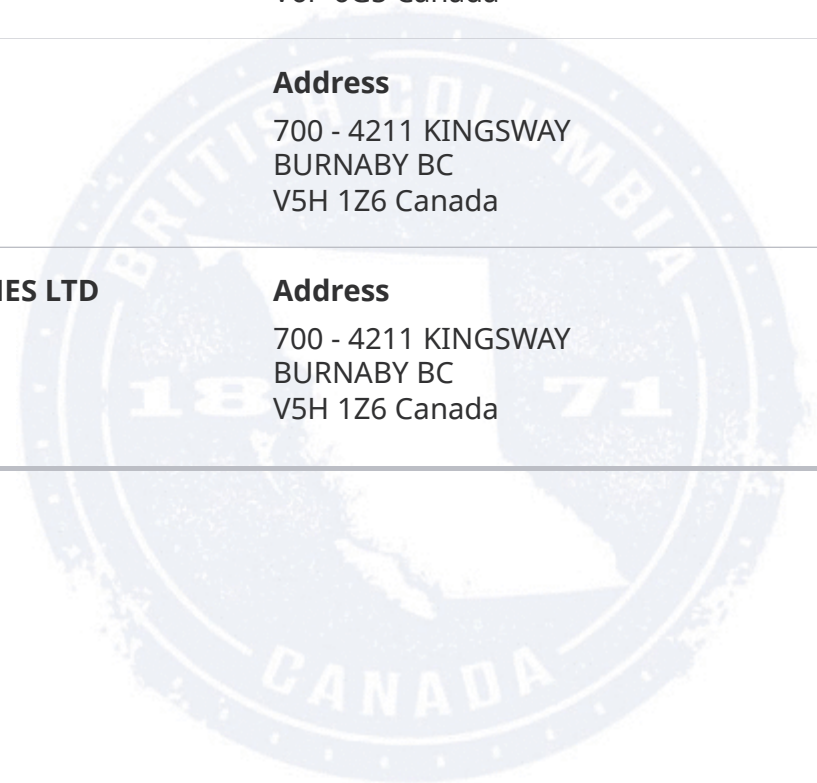
MINORU VIEW HOMES LTD

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

Vehicle Collateral

None



General Collateral

Base Registration General Collateral:

ALL RIGHT, TITLE, BENEFIT AND INTEREST IN AND TO ALL PRESENT AND AFTER ACQUIRED INVESTMENT PROPERTY IN THE CAPITAL OF MINORU SQUARE DEVELOPMENT GP LTD. AND MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP, INCLUDING WITHOUT LIMITATION, ALL COMMON SHARES AND PARTNERSHIP UNITS NOW OR HEREAFTER HELD, DIRECTLY OR INDIRECTLY, TOGETHER WITH ALL ,REPLACEMENTS AND SUBSTITUTIONS THEREOF, AND ALL DIVIDENDS, INCOME OR OTHER DISTRIBUTIONS OF ANY NATURE OR KIND DERIVED FROM OR ARISING IN RESPECT OF SUCH INVESTMENT PROPERTY AND ALL PRESENT AND FURTHER OPTIONS, WARRANTS, AGREEMENTS AND OTHER RIGHTS BY WHICH EACH DEBTOR SHALL BE ENTITLED TO PURCHASE FROM ANY PERSON OR SUBSCRIBE FOR THE ,ISSUE OF ANY INVESTMENT PROPERTY (COLLECTIVELY, THE \COLLATERAL\), AND PROCEEDS, CASH AND NON-CASH, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND, WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, TRADE-IN GOODS, ACCOUNTS RECEIVABLE, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, AND INVESTMENT PROPERTY OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OF OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-75/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

Base Registration Number: 334886N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	October 28, 2021 at 10:20:30 am Pacific time
Current Expiry Date and Time:	October 28, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:54:48 pm Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada**Debtor Information****MINORU VIEW HOMES LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**MINORU SQUARE DEVELOPMENT
GP LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY LOCATED AT, RELATING TO, ARISING FROM OR USED IN CONNECTION WITH, OR WHICH IS NECESSARY TO THE USE AND OPERATION OF THE PROPERTIES MUNICIPALLY KNOWN AS 5740, 5760 AND 5800 MINORU BOULEVARD, RICHMOND, BRITISH COLUMBIA, AND LEGALLY IDENTIFIED AS (I) PID NO. 003-640-591; ,LOT 47 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 34383; (II) PID NO. 006-638-741 LOT 26 EXCEPT: EAST 10 FEET, SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 32135; AND (III) PID NO. 017-151-694 LOT A SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN NWP88228 AND ALL PROCEEDS ,THEREFROM.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-75/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

Base Registration Number: 276858Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 27, 2024 at 11:48:12 am Pacific time
Current Expiry Date and Time:	March 27, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 6, 2025 at 2:54:48 pm Pacific time)

Secured Party Information

**KINGSETT MORTGAGE
CORPORATION**

Address

3700-40 KING STREET WEST, SCOTIA PLAZA
TORONTO ON
M5H 3Y2 Canada

Debtor Information**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

BETA VIEW HOMES LTD.**Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

MINORU VIEW HOMES LTD.**Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

THIND, DALJIT**Address**3138 WEST 51ST AVENUE
VANCOUVER BC
V6N 4H4 Canada**Birthdate**

January 24, 1965

LIU, RUIQIAN**Address**6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada**Birthdate**

April 1, 1965

LUMINA ECLIPSE GP LTD.**Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**MINORU SQUARE DEVELOPMENTS
GP LTD.**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

LUMINA CONDO HOLDINGS LTD.

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**LUMINA CONDO HOLDINGS
LIMITED PARTNERSHIP**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

Vehicle Collateral

None



General Collateral

Base Registration General Collateral:

GUARANTEE, ASSIGNMENT, AND POSTPONEMENT OF CLAIM AGAINST 6511 SUSSEX HEIGHTS DEVELOPMENT LTD. IN FAVOUR OF THE SECURED PARTY PROVIDED IN CONNECTION WITH A LOAN SECURED AGAINST THE PROPERTY MUNICIPALLY KNOWN AS 6505 SUSSEX AVENUE, BURNABY, BC, 6511 SUSSEX AVENUE, BURNABY, BC, 4490 BERESFORD STREET, BURNABY, BC, and 4498 BERESFORD STREET, BURNABY, BC AND LEGALLY IDENTIFIED AS PID NOS.

032-077-564, 032-077-572, 032-077-581, 032-077-661, 032-077-670, 032-077-688, 032-077-696, 032-077-700, 032-077-718, 032-077-726, 032-077-734, 032-077-742, 032-077-751, 032-077-769, 032-077-777, 032-077-785, 032-077-793, 032-077-807,

032-077-815, 032-077-823, 032-077-831, 032-077-840, 032-077-858, 032-077-866, 032-077-874, 032-077-882, 032-077-891, 032-077-904, 032-077-912, 032-077-921, 032-077-939, 032-077-947, 032-077-955, 032-077-963, 032-077-971, 032-077-980, 032-077-998, 032-078-005, 032-078-013, 032-078-021, 032-078-030, 032-078-048, 032-078-056, 032-078-064, 032-078-072, 032-078-307, 032-078-315, 032-078-323,

032-078-331, 032-078-340, 032-078-358, 032-078-366, 032-078-374, 032-078-382, 032-078-498, 032-078-676, 032-079-125, 032-079-214, 032-079-303, 032-079-362, 032-079-397, 032-079-451, 032-079-486, 032-079-575, 032-079-630, 032-079-664, 032-079-737, 032-079-753, 032-079-842, 032-079-915, 032-079-931, 032-080-026, 032-080-077, 032-080-093, 032-080-166, 032-080-182, 032-080-191, 032-080-255,

032-080-271, 032-080-344, 032-080-361, 032-080-379, 032-080-387, 032-080-395, 032-080-409, 032-080-417, 032-080-425, 032-080-433, 032-080-441, 032-080-450, 032-080-468, 032-080-476, 032-080-484, 032-080-492, 032-080-506, 032-080-514, 032-080-522, 032-080-531, 032-080-549, 032-080-557, 032-080-565, 032-080-573,

032-080-581, 032-080-590, 032-080-603, 032-080-611, 032-080-620, 032-080-638, 032-080-646, 032-080-654, 032-080-662, 032-080-671, 032-080-689, 032-080-697, 032-080-701, 032-080-719, 032-080-727, 032-080-735, 032-080-743, 032-080-751, 032-080-760, 032-080-778, 032-080-786, 032-080-794, 032-080-808, 032-080-816, 032-080-824, 032-080-832, 032-080-841, 032-080-859, 032-080-867, 032-080-875,

032-080-883, 032-080-891, 032-080-905, 032-080-913, 032-080-921, 032-080-930, 032-080-956, 032-080-964, 032-080-972, 032-080-981, 032-080-999, 032-081-006, 032-081-014, 032-081-022, 032-081-031, 032-081-049, 032-081-057, 032-081-065, 032-081-073, 032-081-081, 032-081-090, 032-081-103, 032-081-111, 032-081-120, 032-081-138, 032-081-146, 032-081-154, 032-081-162, 032-081-171, 032-081-189,

032-081-197, 032-081-201, 032-081-219, 032-081-227, 032-081-235, 032-081-243, 032-081-251, 032-081-260, 032-081-278, 032-081-286, 032-081-294, 032-081-308, 032-081-316, 032-081-324, 032-081-332, 032-081-341, 032-081-359, 032-081-367, 032-081-375, 032-081-383, 032-081-391, 032-081-405, 032-081-413, 032-081-421, 032-081-430, 032-081-448, 032-081-456, 032-081-464, 032-081-472, 032-081-481,

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

032-081-499, 032-081-502, 032-081-511, 032-081-529, 032-081-537, 032-081-545, 032-081-553,
032-081-561, 032-081-570, 032-081-588, 032-081-596, 032-081-600, 032-081-618.

Original Registering Party

**BENNETT JONES LLP
(TWEEDLIÉ/59445-41/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada



This is Exhibit "C" referred to in the Affidavit #2
of Daniel Pollack sworn before me at Toronto, Ontario on this
8th day of January, 2025

Alice Chen

**Alice Siyu Chen, A Commissioner for
Taking Affidavits for the Province of Ontario**

Alice Siyu Chen,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 1, 2026.

January 7, 2025

MORTGAGE LOAN FULL DISCHARGE STATEMENT - LEGAL PURPOSES

Minoru View Homes Ltd.
c/o Abacus North Capital
1260 Hamilton St.
Lower Level
Vancouver, BC
V6B 2S8

Mortgage No.:	In5275		Borrower:	Minoru Square Development Limited Partnership	
Payout Date:	January 6, 2025		Project/Loan Name:	Minoru	
Maturity Date:	July 1, 2024		Property Address:	5740, 5760, and 5800 Minoru Boulevard Richmond BC	
Interest Rate Type:	Variable	Variable Rate Spread:	5.54%	Payment Type:	Interest Only
Floor Rate (if applicable):	12.24%	Prime Rate:	5.45%	Variable Interest Rate:	12.24%

The total balance outstanding under the above noted mortgage loan is detailed below:

Notes	Date of Last Payment*:		August 16, 2024
	Outstanding Principal Balance as at Date of Last Payment:		\$ 72,650,000.00
	Outstanding Interest (August):	August 1, 2024 to August 31, 2024	\$ 755,241.53
	Outstanding Interest (September):	September 1, 2024 to September 30, 2024	\$ 730,878.90
	Outstanding Interest (October):	October 1, 2024 to October 31, 2024	\$ 755,241.53
	Outstanding Interest (November):	November 1, 2024 to November 30, 2024	\$ 730,878.90
	Outstanding Interest (December):	December 1, 2024 to December 31, 2024	\$ 755,241.53
	Accrued Interest:	January 1, 2025 to January 6, 2025	\$ 121,813.15
	Late Interest Charges:		\$ 99,988.88
	Discharge Fee:		\$ 1,000.00
	Credit from Site inspection fees:		\$ (858.97)
	Total Amount Required for Full Discharge on Payout Date by 1:00 PM EST *:		\$ 76,599,425.47
		Interest Per Diem:	\$ 25,644.00

Notes:

Fees and expenses may continue to be incurred and may be subject to change. Any such fees and expenses are the sole responsibility of the borrower.

*The total amount including any applicable per diem must be received in order to obtain a full discharge of the mortgage

This statement has been prepared on the assumption that all payments up to and including the Payout Date have been made and honoured and on the assumption that no further advances or repayments through to the Payout Date have been or will be made.

If the above noted loan has a variable rate, any rate changes occurring prior to the Payout Date will require a new statement to be issued.

Funds received after **1:00 PM EST** shall be deemed to be made and received on the next business day and additional per diem to the next business day will be deemed earned.

Certified funds are to be delivered by EFT, direct deposit or bank draft to the following account including the reference particulars noted below:

Beneficiary:	KingSett Mortgage Corporation	Scotia Plaza, 40 King Street West, Suite 3700, PO Box 110, Toronto, ON M5H 3Y2			
Bank:	Royal Bank of Canada	200 Bay Street, Main Floor, Toronto, ON M5J 2J5			
Transit No:	00002	Account No:	115-548-0	Bank No:	00003
Reference:	ID: In5275	Minoru	SWIFT:	ROYCCAT2	

This statement is only valid up to: **February 1, 2025**

Repayments received after this date will require a new statement.

E & O.E.

Authorization:



Tanya Lee - Executive Director, Mortgage Operations



Daniel Pollack (Jan 7, 2025 17:17 EST)

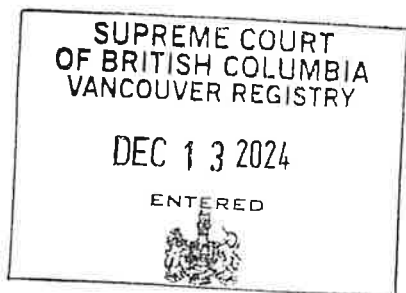
Daniel Pollack - Executive Director, Loans and Portfolio Management

This is Exhibit “D” referred to in the Affidavit #2
of Daniel Pollack sworn before me at Toronto, Ontario on this
8th day of January, 2025

Alice Chen

**Alice Siyu Chen, A Commissioner for
Taking Affidavits for the Province of Ontario**

Alice Siyu Chen,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 1, 2026.



No. S-247764
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

**6511 SUSSEX HEIGHTS DEVELOPMENT LTD.
and
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP
and
MINORU VIEW HOMES LTD.**

RESPONDENTS

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
6511 SUSSEX HEIGHTS DEVELOPMENT LTD.
AND MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP AND
MINORU VIEW HOMES LTD.

ORDER MADE AFTER APPLICATION

BEFORE } THE HONOURABLE JUSTICE MASUHARA } 2024/12/13

ON THE APPLICATION of the Petitioner for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “*BIA*”) and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the “*LEA*”) appointing KSV Restructuring Inc. (“*KSV*”) as receiver (in such capacity, the “*Receiver*”), without security, of property described in Appendix A to this Order (the “*Lands*”) and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, and

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Minoru View Homes Ltd. (the “**Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including all proceeds, coming on for hearing this day at 800 Smithe Street, Vancouver, British Columbia.

AND ON READING Affidavit #1 of Daniel Pollack made November 5, 2024, and the consent of KSV to act as the Receiver; AND ON HEARING Emma Newbery, counsel for KingSett Mortgage Corporation and those other counsel listed on Schedule “A” hereto.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 243(1) of the *BIA* and Section 39 of the *LEA*, KSV is appointed Receiver, without security, of the Lands and all right, title and interest of the Debtors in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands (together with the Lands, the “**Property**”), including all proceeds.

RECEIVER’S POWERS

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including, without limitation, those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;

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- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$500,000 provided that the aggregate consideration for all such transactions does not exceed \$1,000,000, and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;

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- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to apply for remedies available under the *BIA*, including to declare or make an assignment into bankruptcy in respect of the Debtors; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5, or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the

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information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the *BIA*, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any “eligible financial contract” as defined in the *BIA*.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the employees' right to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtors, including any successor employer liabilities as referred to in Section 14.06(1.2) of the *BIA*, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver. The Receiver is empowered but not obligated to interact with, and provide direction to, individuals who are on the Property, but are not employed by the Debtors, in matters relating to safety, access and use of the Property.

PERSONAL INFORMATION

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “Sale”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
16. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
- (a) before the Receiver’s appointment; or,
 - (b) after the Receiver’s appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver’s gross negligence or wilful misconduct.
18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the *BIA* section 14.06(4), the Receiver is not personally liable for

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the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

19. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
- (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the *BIA* or by any other applicable legislation.

RECEIVER'S ACCOUNTS

20. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.
21. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
22. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances,

statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.

24. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
25. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
26. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

27. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

28. The Receiver shall establish and maintain a website in respect of these proceedings (the "**Website**") at <https://www.ksvadvisory.com/experience/case/highline-and-minoru> and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule "C" (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.

30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the “**Service List**”). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
32. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
33. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

34. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days’ notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
37. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

- 38. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 39. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:

Emma Newbery
Signature of Emma Newbery, lawyer for the Petitioner

[Signature]
BY THE COURT
[Signature]
REGISTRAR

BY THE COURT

DISTRICT REGISTRAR



SCHEDULE "A"
Appearance List

NAME	APPEARING FOR
Emma Newbery and Lucas Hodgson	KingSett Mortgage Corporation
David Gruber	KSV Restructuring Inc.
<i>James Christie</i>	The Owners, Strata Plan EPS9559

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SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the Receiver (the "**Receiver**") of all of right, title and interest of 6511 SUSSEX HEIGHTS DEVELOPMENT LTD. and MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP and MINORU VIEW HOMES LTD. in all presently owned or held personal property of whatsoever nature and kind pertaining to the property located at the following property legally described as 031-656-561; 032-077-564; 032-077-572; 032-077-581; 032-077-661; 032-077-670; 032-077-688; 032-077-696; 032-077-700; 032-077-718; 032-077-726; 032-077-734; 032-077-742; 032-077-75; 032-077-769; 032-077-777; 032-077-785; 032-077-793; 032-077-807; 032-077-815; 032-077-823; 032-077-831; 032-077-840; 032-077-858; 032-077-866; 032-077-874; 032-077-882; 032-077-891; 032-077-904; 032-077-912; 032-077-921; 032-077-939; 032-077-947; 032-077-955; 032-077-963; 032-077-971; 032-077-980; 032-077-998; 032-078-005; 032-078-013; 032-078-021; 032-078-030; 032-078-048; 032-078-056; 032-078-064; 032-078-072; 032-078-307; 032-078-315; 032-078-323; 032-078-331; 032-078-340; 032-078-358; 032-078-366; 032-078-374; 032-078-382; 032-078-498; 032-079-451; 032-079-630; 032-079-664; 032-079-753; 032-079-915; 032-079-931; 032-080-026; 032-080-077; 032-080-166; 032-080-255; 032-080-271; 032-080-344; 032-080-361; 032-080-395; 032-080-450; 032-080-468; 032-080-476; 032-080-484; 032-080-514; 032-080-522; 032-080-531; 032-080-549; 032-080-573; 032-080-603; 032-080-611; 032-080-620; 032-080-638; 032-080-646; 032-080-654; 032-080-662; 032-080-701; 032-080-719; 032-080-727; 032-080-735; 032-080-743; 032-080-751; 032-080-778; 032-080-786; 032-080-794; 032-080-808; 032-080-816; 032-080-824; 032-080-832; 032-080-841; 032-080-859; 032-080-867; 032-080-875; 032-080-883; 032-080-891; 032-080-905; 032-080-930; 032-080-956; 032-080-964; 032-080-999; 032-081-006; 032-081-014; 032-081-022; 032-081-031; 032-081-049; 032-081-057; 032-081-065; 032-081-073; 032-081-081; 032-081-090; 032-081-103; 032-081-111; 032-081-120; 032-081-138; 032-081-146; 032-081-154; 032-081-162; 032-081-171; 032-081-201; 032-081-235; 032-081-251; 032-081-260; 032-081-278; 032-081-286; 032-081-294; 032-081-308; 032-081-316; 032-081-324; 032-081-332; 032-081-341; 032-081-359; 032-081-367; 032-081-375; 032-081-383; 032-081-391; 032-081-405; 032-081-413; 032-081-421; 032-081-430; 032-081-448; 032-081-456; 032-081-464; 032-081-472; 032-081-481; 032-081-499; 032-081-502; 032-081-511; 032-081-529; 032-081-537; 032-081-545; 032-081-553; 032-081-561; 032-081-588; 032-081-600; and 032-081-618 (collectively, the "**Property**"), including all proceeds, appointed by Order of the Supreme Court of British Columbia (the "**Court**") dated the _____ day of _____, 2024 (the "**Order**") made in SCBC Action No. _____, Vancouver Registry has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the [] day of each month after the date hereof at a notional rate per annum equal to the rate of [] per cent above the prime commercial lending rate of [] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the legal office of the Lender at [].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the [] day of [], 2024.

KSV Restructuring Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per:
Name:
Title:

SCHEDULE "C"

Demand for Notice

TO: KingSett Mortgage Corporation
c/o Osler, Hoskin & Harcourt LLP
Attention: Mary Buttery, K.C., Emma Newbery, Lucas Hodgson
Email: mbuttery@osler.com, enewbery@osler.com, lhodgson@osler.com

AND TO: KSV Restructuring Inc.
c/o Bennett Jones LLP
Attention: Sean Zweig, David Gruber and Andrew Froh
Email: zweigs@bennettjones.com, gruberd@bennettjones.com,
froha@bennettjones.com

Re: In the matter of the Receivership of 6511 SUSSEX HEIGHTS DEVELOPMENT LTD. and MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP and MINORU VIEW HOMES LTD.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

- 1. By email, at the following address (or addresses):

OR

- 2. By facsimile, at the following facsimile number (or numbers):

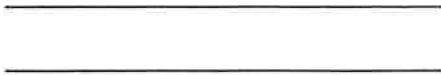
OR

- 3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____



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Appendix "A" – Description of the Lands

Lands owned by Minoru View Homes Ltd.

1. LOT 1 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN EPP112775, PID 031-656-561

Lands owned by 6511 Sussex Development Ltd.

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9597 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-564
2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9597 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-572
3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9597 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-581
4. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-661
5. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-670
6. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-688
7. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-696
8. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON

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PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-700

9. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-718
10. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-726
11. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-734
12. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-742
13. STRATA LOT 10 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-751
14. STRATA LOT 11 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-769
15. STRATA LOT 12 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-777
16. STRATA LOT 13 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-785
17. STRATA LOT 14 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON

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PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-793

18. STRATA LOT 15 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-807
19. STRATA LOT 16 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-815
20. STRATA LOT 17 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-823
21. STRATA LOT 18 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-831
22. STRATA LOT 19 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-840
23. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-858
24. STRATA LOT 21 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-866
25. STRATA LOT 22 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-874
26. STRATA LOT 23 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON

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PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-882

27. STRATA LOT 24 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-891
28. STRATA LOT 25 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-904
29. STRATA LOT 26 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-912
30. STRATA LOT 27 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-921
31. STRATA LOT 28 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-939
32. STRATA LOT 29 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-947
33. STRATA LOT 30 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-955
34. STRATA LOT 31 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-963
35. STRATA LOT 32 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON

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PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-971

36. STRATA LOT 33 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-980
37. STRATA LOT 34 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-998
38. STRATA LOT 35 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-005
39. STRATA LOT 36 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-013
40. STRATA LOT 37 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-021
41. STRATA LOT 38 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-030
42. STRATA LOT 39 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-048
43. STRATA LOT 40 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-056
44. STRATA LOT 41 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON

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PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-064

45. STRATA LOT 42 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-072
46. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307
47. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
48. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
49. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
50. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
51. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
52. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366
53. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

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PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-374

54. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-382
55. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-498
56. STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-451
57. STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-630
58. STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-664
59. STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-753
60. STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-915
61. STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-931
62. STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

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PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-026

63. STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-077
64. STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-166
65. STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-255
66. STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-271
67. STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-344
68. STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-361
69. STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-395
70. STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-450
71. STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

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PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-468

72. STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-476
73. STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-484
74. STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-514
75. STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-522
76. STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-531
77. STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-549
78. STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-573
79. STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-603
80. STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

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PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-611

81. STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-620
82. STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-638
83. STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-646
84. STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-654
85. STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-662
86. STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-701
87. STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-719
88. STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-727
89. STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

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PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-735

90. STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-743
91. STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-751
92. STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-778
93. STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-786
94. STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-794
95. STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-808
96. STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-816
97. STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-824
98. STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

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PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-832

99. STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-841
100. STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-859
101. STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-867
102. STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-875
103. STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-883
104. STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-891
105. STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-905
106. STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-930
107. STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-956

108. STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-964
109. STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-999
110. STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-006
111. STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-014
112. STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-022
113. STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-031
114. STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-049
115. STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-057
116. STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-065

117. STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-073
118. STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-081
119. STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-090
120. STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-103
121. STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-111
122. STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-120
123. STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-138
124. STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-146
125. STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-154

126. STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-162
127. STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-171
128. STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-201
129. STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-235
130. STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-251
131. STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-260
132. STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-278
133. STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-286
134. STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-294

135. STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-308
136. STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-316
137. STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-324
138. STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-332
139. STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-341
140. STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-359
141. STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-367
142. STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-375
143. STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-383

144. STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391
145. STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405
146. STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413
147. STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421
148. STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430
149. STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448
150. STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456
151. STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464
152. STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472

153. STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481
154. STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499
155. STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502
156. STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511
157. STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529
158. STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537
159. STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545
160. STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553
161. STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561

162. STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588

163. STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600

164. STRATA LOT 332 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-618

This is Exhibit "E" referred to in the Affidavit #2
of Daniel Pollack sworn before me at Toronto, Ontario on this
8th day of January, 2025

Alice Chen

**Alice Siyu Chen, A Commissioner for
Taking Affidavits for the Province of Ontario**

Alice Siyu Chen,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 1, 2026.

The requested document search results are displayed below. There is no fee for these results.



2025-01-03 15:56:36

Order Document/Plan Results

Requestor: Pavan Sidhu

File Reference: 1261651

Documents and Plans

Document/Plan Number	Document District	Pages	Type	Status	Format
CA9783017	New Westminster	27	COVENANT	Found.	Image <input type="button" value="v"/>
CA9783022	New Westminster	27	PRIORITY AGREEMENT	Duplicate. Same as CA9783017	
CA9783050	New Westminster	59	COVENANT	Found.	Image <input type="button" value="v"/>
CA9783050	New Westminster	59	RENT CHARGE	Duplicate. Same as CA9783050	
CA9783052	New Westminster	59	PRIORITY AGREEMENT	Duplicate. Same as CA9783050	
CA9783063	New Westminster	40	COVENANT	Found.	Image <input type="button" value="v"/>
CA9783064	New Westminster	40	RENT CHARGE	Duplicate. Same as CA9783063	
CA9783067	New Westminster	40	PRIORITY AGREEMENT	Duplicate. Same as CA9783063	
CA9783068	New Westminster	40	PRIORITY AGREEMENT	Duplicate. Same as CA9783063	



Land Title Act
Charge
 General Instrument - Part 1

NEW WESTMINSTER LAND TITLE OFFICE
 MAR 14 2022 15:19:45.024
CA9783061-CA9783068

1. Application

Corinne Hospes, Paralegal
Richards Buell Sutton LLP, Barristers & Solicitors
700 - 401 West Georgia Street
Vancouver BC V6B 5A1
604.661.9294

File No.: 53446-0003
 Non-Profit Social Service Agency Accommodation Measures Covenant

2. Description of Land

PID/Plan Number	Legal Description
EPP112775	LOT 1 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 112775

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Article 2.1
COVENANT		Section 219 Covenant Article 3.1
OPTION TO PURCHASE		Article 6.1
RENT CHARGE		Article 7.2
PRIORITY AGREEMENT		Granting the first Covenant herein priority over Mortgages Nos. CA9469145 and CA9774692 and Assignment of Rents No. CA9469146
PRIORITY AGREEMENT		Granting the second Covenant herein priority over Mortgages Nos. CA9469145 and CA9774692 and Assignment of Rents No. CA9469146
PRIORITY AGREEMENT		Granting the Option to Purchase herein priority over Mortgages Nos. CA9469145 and CA9774692 and Assignment of Rents No. CA9469146
PRIORITY AGREEMENT		Granting the Rent Charge herein priority over Mortgages Nos. CA9469145 and CA9774692 and Assignment of Rents No. CA9469146

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

MINORU VIEW HOMES LTD., NO.BC1139237
KINGSETT MORTGAGE CORPORATION (AS TO GRANT OF PRIORITY ONLY), NO.A0081500



Land Title Act
Charge
General Instrument - Part 1

6. Transferee(s)

CITY OF RICHMOND
6911 NO. 3 ROAD
RICHMOND BC V6Y 2C1

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 Signature(s)

Ryan M. Klassen
Barrister & Solicitor
Richards Buell Sutton LLP
700 - 401 West Georgia Street
Vancouver BC V6B 5A1

YYYY-MM-DD
2022-03-09

MINORU VIEW HOMES LTD.
By their Authorized Signatory

Daljit Thind

Telephone: 604.682.3664

(as to the signature of Daljit Thind)

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 Signature(s)

David Vernon
Barrister & Solicitor
3700 - 40 King Street West
Toronto ON M5H 3Y2

YYYY-MM-DD
2022-03-09

KINGSETT MORTGAGE CORPORATION
By their Authorized Signatory

Tanya Lee, Executive Director,
Mortgage Operations



Land Title Act
Charge
General Instrument - Part 1

**Bryan Salazar, Managing Director,
Mortgage Underwriting & Funding**

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 Signature(s)

LISA D. HOBMAN
Barrister & Solicitor
City of Richmond
6911 No. 3 Road
Richmond BC V6Y 2C1

YYYY-MM-DD

2022-03-09

CITY OF RICHMOND
By their Authorized Signatory

MALCOLM D. BRODIE, Mayor

(as to the signature of Claudia Jesson)

CLAUDIA JESSON, 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.

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.

**Ryan Matthew
Klassen 8DHM5R**

**Digitally signed by
Ryan Matthew Klassen
8DHM5R
Date: 2022-03-14
11:21:39 -07:00**

TERMS OF INSTRUMENT – PART 2**AFFORDABLE NON-PROFIT SOCIAL SERVICE AGENCY ACCOMMODATION
MEASURES COVENANT
(Section 219 Land Title Act)**

THIS AGREEMENT is dated for reference March 9, 2022,

BETWEEN:

MINORU VIEW HOMES LTD., INC. NO. BC1139237, a corporation duly incorporated under the laws of the Province of British Columbia and having its registered office at #700 – 4211 Kingsway, Burnaby, BC V5H 1Z6
(the "**Owner**")

AND:

CITY OF RICHMOND, a municipal corporation pursuant to the Local Government Act and having its offices at 6911 No. 3 Road, Richmond, British Columbia, V6Y 2C1

(the "**City**")

WHEREAS:

- A. The Owner is the registered owner of the Lands;
- B. The Owner has applied to the City to rezone the Lands to permit the development and construction of a mixed-use commercial, office and residential development (the "**Development**") on the Lands;
- C. In connection with the Owner's application to rezone the Lands pursuant to Rezoning Application No. RZ 18-807640 and pursuant to Development Permit Application No. DP 19-881156, the Owner has agreed to grant to the City the Section 219 Covenant, Option to Purchase and Rent Charge herein to provide to mitigate the impact of the development on two non-profit social service agencies currently located on the Lands and to confirm tenant relocation assistance to existing tenants; and
- D. Section 219 of the Land Title Act, Chapter 250, R.S.B.C. 1996, allows the registration of a covenant in favour of a municipality in respect of the use of land or the use of a Building on or to be erected on land and that land is or is not to be subdivided or built on except in accordance with the covenant.

NOW THEREFORE in consideration of the matters referred to in the foregoing recitals, the covenants and agreements herein contained and the sum of Ten Dollars (\$10.00) now paid by the {00773926; 9 }

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City to the Owner and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), pursuant to Section 219 of the Land Title Act, the parties hereto hereby covenant and agree as follows:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, the following words have the following meanings:

- (a) **“Affordable Housing Building”** means a stand-alone building fronting a municipal highway along the east frontage of the Lands, forming an integral part of the Development, designed and built to contain the Affordable Housing Units and associated amenities, and the Affordable Non-Profit Social Service Agency Replacement Space;
- (b) **“Affordable Housing Unit”** means a dwelling unit designated for the purposes of the Housing Agreement to be used as rental units to Eligible Tenants (as defined in the Housing Agreement) at Permitted Rent (as defined in the Housing Agreement), and includes all dwelling units in the Affordable Housing Building;
- (c) **“Affordable Non-Profit Social Service Agency Replacement Space”** means the portion of the Development comprising the entirety of the second floor of the Affordable Housing Building, designed and built to accommodate one or more non-profit social service agency tenants, second floor lobby, and ancillary uses, which space is accessible directly from the parkade and through shared use of the Affordable Housing Building’s ground floor lobby with the occupants of the Affordable Housing Units;
- (d) **“Agreement” or “this Agreement”** means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement;
- (e) **“Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces”** means Parking Spaces designated through the Development Permit process for the exclusive use of the tenants and guests of the Affordable Non-Profit Social Service Agency Replacement Space;
- (f) **“Air Space Parcel”** has the meaning ascribed to it in the Land Title Act, being 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;
- (a) **“Air Space Plan”** has the meaning ascribed to it in the Land Title Act, being a plan that:
 - (i) is described in the title to it as an air space plan;

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- (ii) shown on it one or more air space parcels consisting or including air space; and
 - (iii) complies with the requirements of section 144 of the Land Title Act;
- (g) “**ASP1**” has the meaning set out in section 2.1 (intended to contain all of the Affordable Housing Building except the Affordable Non-Profit Social Service Agency Replacement Space);
- (h) “**ASP2**” has the meaning set out in section 2.1 (intended to contain the Affordable Non-Profit Social Service Agency Replacement Space);
- (i) “**Assignable Parking Spaces**” means those Parking Spaces on the Lands that are or may be designated, sold, leased, reserved, transferred or otherwise assigned by the Owner for the exclusive use of employees or specified persons or businesses, as more particularly set out in the Non-Residential Parking Covenant;
- (j) “**Base Rent**” means the minimum fixed annual rent payable by a tenant to a landlord, exclusive of the tenant’s proportionate share of taxes and operating/maintenance expenses;
- (k) “**Building**” means:
 - (i) if the Lands are not Subdivided by an Air Space Plan to create any Air Space Parcels, any building to be constructed on the Lands or any portion thereof pursuant to a Permit; and
 - (ii) if the Lands are Subdivided by an Air Space Plan to create one or more Air Space Parcels and a remainder parcel:
 - (A) each Air Space Parcel into which the Lands may be Subdivided, notwithstanding that such Air Space Parcel may be contiguous with another Air Space Parcel or the remainder parcel; and
 - (B) the remainder parcel;
- (l) “**Building Permit**” means the building permit authorizing construction on Lands or any portion(s) thereof;
- (m) “**Business Day**” means a day which is not a Saturday, Sunday or statutory holiday (as defined in the Employment Standards Act (British Columbia)) in British Columbia;

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- (n) **“Bicycle Maintenance and Repair Facility”** means an area containing bicycle maintenance and repair equipment, including at minimum a bicycle repair stand with tools, a foot pump and a faucet, hose and drain for bicycle washing;
- (o) **“CCAP”** means the City of Richmond City Centre Area Plan, Bylaw 7100, Schedule 2.10, forming part of the OCP, as may be amended or replaced from time to time;
- (p) **“City”** and **“City of Richmond”**, being the Transferee described in Item 6 of the Land Title Act Form C constituting Part 1 of this Agreement, 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;
- (q) **“City Personnel”** means the City’s officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates;
- (r) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (s) **“Class 1’ Bicycle Parking”** means enclosed rooms, compounds, or other facilities, as determined through the Development Permit process, within any Building on the Lands, providing storage for bicycles in accordance with the Zoning Bylaw requirements for “Class 1” bicycle parking, as defined in the Zoning Bylaw;
- (t) **“Commercial Bicycle Facilities”** means, collectively, all Commercial Bicycle Parking, one Bicycle Maintenance and Repair Facility set aside for the exclusive use of Commercial Occupants and the End-of-Trip Cycling Facility, located on the Lands, to the satisfaction of the City, in accordance with the Development Permit;
- (u) **“Commercial Bicycle Facilities Covenant”** means a covenant pursuant to section 219 of the Land Title Act, in favour of the City, registered against title to the Lands in respect to the Development concurrently with this Agreement, setting out the requirements for Commercial Bicycle Facilities in the Development;
- (v) **“Commercial Bicycle Parking”** means “Class 1” Bicycle Parking set aside for the exclusive use of Commercial Occupants through the Development Permit process;
- (w) **“Commercial Occupants”** means the owners, tenants and employees of all non-residential uses on the Lands including commercial (for example, retail and restaurant), office businesses, and Affordable Non-Profit Social Service Agency Replacement Space, but excluding residential occupants operating a home-based business from their dwelling units;

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- (x) **“Contract of Purchase and Sale”** has the meaning set out in section 6.5;
- (y) **“CPI”** means the All-Items Consumer Price Index for Canada published from time to time by Statistics Canada, or its successor in function;
- (z) **“Daily Amount”** means \$100.00 per day as of January 1, 2022, adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2022, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 7.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year will be final and conclusive;
- (aa) **“Development”** has the meaning given in Recital B;
- (bb) **“Development Permit”** means Development Permit authorizing development of the Lands, or any portion(s) thereof;
- (cc) **“Director, Community Social Development”** means the individual appointed to be the Director, Community Social Development from time to time of the Community Social Development Department of the City and his or her designate;
- (dd) **“Director, Development”** means the individual appointed to be the Director of Development of the Development Applications Department of the Planning and Development Division of the City and his or her designate;
- (ee) **“Director, Transportation”** means the individual appointed to be the Director of Transportation of the City and his or her designate;
- (ff) **“Electric Vehicle Charging Equipment Covenant”** means a covenant pursuant to section 219 of the Land Title Act, in favour of the City, registered against title to the Lands in respect to the Development concurrently with this Agreement, setting out the requirements for electric vehicle charging infrastructure in the Development;
- (gg) **“End-of-Trip Cycling Facility”** means a universally-accessible suite of rooms designed to accommodate use by four or more people (of the same or different genders) at one time, including at least two (2) shower/change cubicles with doors, two (2) change cubicles with doors, two (2) toilet cubicles with doors, two (2) wash basins, and a common change room with a bench(s), grooming station (i.e., mirror, counter and electric outlets), and lockers, all as determined satisfactory to the City through the Development Permit process;
- (hh) **“Housing Agreement”** means the agreements, covenants, options and charges granted by the Owner to the City pursuant to the housing agreement(s) granted by the Owner to the City pursuant to Section 483 of the Local Government Act and noted or to be noted on the title to the Lands (or a portion thereof);

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- (ii) “**Interpretation Act**” means the Interpretation Act, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (jj) “**Lands**” means the land and premises described in item 2 of the Land Title Act Form C constituting Part 1 of this Agreement, as may be Subdivided from time to time;
- (kk) “**Land Title Act**” means the Land Title Act, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (ll) “**Local Government Act**” means the Local Government Act, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (mm) “**LTO**” means the Lower Mainland Land Title Office or its successor;
- (nn) “**Non-Residential Parking Covenant**” means a covenant pursuant to section 219 of the Land Title Act, in favour of the City, registered against title to the Lands in respect to the Development concurrently with this Agreement, setting out the requirements for Non-Residential Parking Spaces in the Development;
- (oo) “**Non-Residential Parking Spaces**” means all Parking Spaces needed to satisfy the City’s zoning and other transportation requirements with respect to commercial and/or community amenity uses, all as determined to the satisfaction of the City through the rezoning and Development Permit process;
- (pp) “**Notice of Default**” has the meaning set out in section 5.1;
- (qq) “**OCP**” means the City of Richmond Official Community Plan Bylaw No. 9000, comprised of Schedule 1 and Schedule 2 Bylaw 7100 and 9000, all as may be amended or replaced from time to time;
- (rr) “**Occupancy Staging Covenant**” means a covenant pursuant to section 219 of the Land Title Act, in favour of the City, registered against title to the Lands in respect to the Development concurrently with this Agreement, setting out the requirements of occupancy of each stage of the Development;
- (ss) “**Option**” has the meaning set out in section 6.1;
- (tt) “**Option Notice**” has the meaning set out in section 6.2;
- (uu) “**Option Notice Date**” has the meaning set out in section 6.2;
- (vv) “**Option Price**” means \$1.00, exclusive of all taxes;
- (ww) “**Owner**” means the Transferor described in item 5 of the Land Title Act Form C constituting Part 1 of this Agreement, and any subsequent owner of the Lands or

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of any part into which the Lands or any portion thereof are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time, as the context may require;

- (xx) **“Parking Space”** means any space on the Lands designated as a parking space for Vehicles;
- (yy) **“Permit”** means a Development Permit and/or a Building Permit;
- (zz) **“Permitted Encumbrances”** means, collectively:
 - (i) reservations, exceptions, conditions, restrictions, and provisos contained in any Crown grant or Crown disposition of the Lands;
 - (ii) Legal Notation of Zoning Regulation and Plan under the Aeronautics Act (Canada), Filed 10.02.1981 under No. T17084 Plan No. 61216;
 - (iii) Undersurface Rights in favour of John and Jane Holt Wilkinson Brighthouse (in trust) filed under No. C15336;
 - (iv) charges and encumbrances that the City has agreed upon in writing in advance;
 - (v) any charges in favour of the City or any utility provider that are required in connection with the development of the Development Lands, provided that the City has approved these charges in writing in advance; and
 - (vi) any tenancies approved by the City;
- (aaa) **“Prime Rate”** means the rate of interest equal to the floating interest rate established from time to time by the Scotiabank, 6300 No. 3 Road, Richmond, British Columbia, as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Scotiabank as its prime rate;
- (bbb) **“Real Estate Development Marketing Act”** means the Real Estate Development Marketing Act, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (ccc) **“Residential Tenancy Act”** means the Residential Tenancy Act, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (ddd) **“Shared Truck Loading Spaces”** means the loading spaces the use of which is shared by the occupants of the Development in accordance with the Shared Truck Loading Covenant, including the Shared Waste Management Loading Space;

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- (eee) **“Shared Truck Loading Covenant”** means a covenant pursuant to section 219 of the Land Title Act, in favour of the City, registered against title to the Lands in respect to the Development concurrently with this Agreement, setting out the requirements for the shared use of loading spaces in the Development;
- (fff) **“Shared Waste Management Loading Space”** means an over-sized loading space for the use of waste management vehicles for the shared use of all uses in the Development in accordance with the Shared Truck Loading Covenant;
- (ggg) **“strata corporation”** has the meaning given in the Strata Property Act;
- (hhh) **“Strata Property Act”** means Strata Property Act, S.B.C. 1998, Chapter 43 together with all amendments thereto and replacements thereof;
- (iii) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or any portion thereof, or the ownership or right to possession or occupation of the Lands, or any portion thereof, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the Land Title Act, the Strata Property Act, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the Real Estate Development Marketing Act;
- (jjj) **“Vehicle”** means a vehicle as defined in the Motor Vehicle Act, S.B.C. 1996, Chapter 318 (together with all amendments thereto and replacements thereof), or a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks or a motor assisted cycle, or such other meaning as may be assigned under the Zoning Bylaw; and
- (kkk) **“Zoning Bylaw”** means Richmond Zoning Bylaw 8500, as may be amended or replaced from time to time.

1.2 In this Agreement:

- (a) words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, and vice versa;
- (b) the division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or

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context is inconsistent therewith, references herein to Articles are to Articles of this Agreement;

- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of Section 25 of the Interpretation Act with respect to the calculation of time apply;
- (g) all provisions are to be interpreted as always speaking;
- (h) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers;
- (i) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (j) the word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as "without limitation", "but not limited to" or words of similar import) is used with reference thereto; and
- (k) any interest in land created hereby, as being found in certain Articles, sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:
 - (i) which define the terms used herein;
 - (ii) which deal with the interpretation of this Agreement; and
 - (iii) which are otherwise of general application.

1.3 The obligations of the Owner to the City in this Agreement are in addition to and not in substitution of the obligations of the Owner to the City set-out in the Housing Agreement. In the event that there is a conflict between the terms and conditions of this Agreement

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and the terms and conditions of the Housing Agreement, the terms and conditions of the Housing Agreement will, so far is necessary to resolve such conflict, prevail.

- 1.4 All obligations of the Owner under this Agreement will be at the cost of the Owner.
- 1.5 The following Schedules are attached hereto and form part of this Agreement:
- (a) Schedule A: specifications for the Affordable Non-Profit Social Service Agency Replacement Space and the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces
 - (b) Schedule B: location and configuration of the Affordable Non-Profit Social Service Agency Replacement Space and the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces
 - (c) Schedule C: Contract of Purchase and Sale (Option)

ARTICLE 2
USE OF THE LANDS AND CONSTRUCTION OF REPLACEMENT SPACE

- 2.1 The Owner covenants and agrees with the City, as a covenant in favour of the City pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Owner that the provisions hereof be annexed to, and run with and be a charge on title to the Lands that:

Construction

- (a) the Lands will not be developed and no Building or structure will be constructed or used on the Lands unless as part of the development, construction or use of any such Building or structure on the Lands the Owner also designs and constructs to completion, to the satisfaction of the City, the Affordable Non-Profit Social Service Agency Replacement Space, together with all ancillary uses, and the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces;
- (b) the Owner will construct the Affordable Non-Profit Social Service Agency Replacement Space, together with all related ancillary uses, and the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, to the following standards:
 - (i) the tenant unit portion of the Affordable Non-Profit Social Service Agency Replacement Space will be completed to a shell level of finish typical of commercial/office lease industry standards, including plumbing connections for private washrooms in each tenant unit;

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- (ii) the remainder of the Affordable Non-Profit Social Service Agency Replacement Space (including circulation areas and second floor lobby areas) will be completed to turnkey level of finish;
- (iii) all ancillary and amenity spaces and facilities used by occupants of the Affordable Non-Profit Social Service Agency Replacement Space exclusively or together with other uses (including waste facilities, ground floor lobby, bicycle facilities, parking and the like) will be completed to turnkey level of finish,

all to the satisfaction of the City in accordance with the design approved by the Director, Community Social Development, the Director, Transportation, and the Director, Development;

- (c) the Affordable Non-Profit Social Service Agency Replacement Space, together with all related ancillary uses, and the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces will be configured and constructed in accordance with any Development Permit issued by the City in respect of development on the Lands, any rezoning considerations applicable to the Development on the Lands, and this Agreement, including the specifications and plans set out at Schedule A and Schedule B;
- (d) the Owner will meet or exceed the construction standards as specified by the British Columbia Building Code, other applicable laws, City bylaws and any required Building Permits issued by the City in respect of development on the Lands;
- (e) the Owner will construct the Affordable Non-Profit Social Service Agency Replacement Space and all ancillary spaces (such as circulation areas, lobbies, hallways, elevators, stairs, indoor and outdoor amenity spaces, parking and waste management areas) to be accessible to persons with disabilities in compliance with the British Columbia Building Code, or as otherwise determined to the satisfaction of the City;

Specifications and Features

- (f) the Lands and the Development will be designed, built and used as necessary to satisfy the following requirements:
 - (i) the Affordable Non-Profit Social Service Agency Replacement Space, together with all related ancillary uses, and the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces will be designed and built in accordance with the plans and specifications in Schedules A and B;

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- (ii) the Affordable Non-Profit Social Service Agency Replacement Space occupiers will have the exclusive use of the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, as more particularly contemplated in the Non-Residential Parking Covenant;
 - (iii) the Affordable Non-Profit Social Service Agency Replacement Space will have the shared use of Commercial Bicycle Facilities with other Commercial Occupants, as more particularly contemplated in the Commercial Bicycle Facilities Covenant; and
 - (iv) the Affordable Non-Profit Social Service Agency Replacement Space will have the shared use of the Shared Truck Loading Spaces (including the Shared Waste Management Loading Space) contained in the Development, as more particularly set out in the Shared Truck Loading Covenant;
- (g) the Owner will:
- (i) furnish good and efficient management of the Affordable Non-Profit Social Service Agency Replacement Space, Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, and other amenities and facilities used by the Affordable Non-Profit Social Service Agency Replacement Space, as applicable;
 - (ii) permit representatives of the City to inspect the foregoing at any reasonable time; and
 - (iii) maintain the Affordable Non-Profit Social Service Agency Replacement Space, Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, and other amenities and facilities used by the Affordable Non-Profit Social Service Agency Replacement Space in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands;

Subdivision Strategy

- (h) the Owner will not Subdivide the Lands or any portion thereof or permit the Lands or any portion thereof to be Subdivided unless the Owner has constructed the Affordable Non-Profit Social Service Agency Replacement Space, together with all related ancillary uses, and the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces on the Lands in accordance with this Agreement;
- (i) unless otherwise permitted by the City in writing in advance, the Lands will be only Subdivided in accordance with the following requirements:

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- (i) the Affordable Housing Building, except the Affordable Non-Profit Social Service Agency Replacement Space, will be contained in one separate Air Space Parcel from the remainder of the Development (which remainder of the Development may be further Subdivided). For greater certainty, all Affordable Housing Units and associated amenities will be contained in this Air Space Parcel (“ASP1”);
- (ii) the Affordable Non-Profit Social Service Agency Replacement Space is contained in a separate Air Space Parcel (“ASP2”) from the remainder of the Affordable Housing Building, and the remainder of the Development (which remainder of the Development may be further Subdivided);
- (iii) the ASP2 will not be Subdivided pursuant in any manner, including pursuant to the Strata Property Act, without the prior written consent of the City. Without being exhaustive, as a condition of such Subdivision, the City may require and the Owner will grant to the City such covenants and agreements as the City reasonably requires to ensure that the Affordable Non-Profit Social Service Agency Replacement Space will only be transferred as a single site;
- (iv) unless otherwise agreed upon by the City in writing in advance: (A) the ground floor access and egress lobby shared by the occupants of the Affordable Non-Profit Social Service Agency Replacement Space and the occupants of the Affordable Housing Units will be contained within ASP1; and (B) the second floor access and egress lobby shared by the occupants of the Affordable Non-Profit Social Service Agency Replacement Space and the occupants of the Affordable Housing Units will be contained within ASP2. Unless otherwise agreed upon by the City in writing in advance, cost sharing obligations between ASP1 and ASP2 with respect to the shared access and egress lobbies will take into consideration the proportionate use of these areas by the occupants of ASP1 and the occupants of ASP2, respectively;
- (v) the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, and facilities used by the occupants of the Affordable Non-Profit Social Service Agency Replacement Space in common with other users of the Development (e.g., loading, waste room, bicycle facilities, access and egress to the parkade), may be contained in parcels other than ASP2, provided that there are reciprocal access rights in place to enable access, egress and use of such facilities; and
- (vi) the Owner will not file any reciprocal easement in support of the Subdivision to create the Air Space Parcels containing any part of the Affordable Non-Profit Social Service Agency Replacement Space, the Affordable Non-Profit Social Service Agency Replacement Space Parking

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Spaces, or any facilities used by the occupants of the Affordable Non-Profit Social Service Agency Replacement Space in accordance with this Agreement, without the prior written consent of the City. Without being exhaustive, the reciprocal access easement will: (A) contain all easements and rights necessary to comply with this Agreement; and (B) include a cost sharing agreement between the ASP1, the ASP2 and other parcels created from the Lands. At the request of the City, acting reasonably, the cost obligations of ASP1 and/or ASP2 will be capped to reflect its use, operation and maintenance by one or more non-profit organization(s), and the anticipated use of ASP2 set out in section 3.1;

Permit restrictions

- (j) notwithstanding that the Owner may be otherwise entitled:
- (i) the Owner will not construct, nor permit to be constructed any Buildings on the Lands;
 - (ii) will not request (or permit to be requested) any Building Permit for any Building on the Lands; and
 - (iii) the City will have no obligation to issue a Building Permit for any Building on the Lands,

until all the following conditions are satisfied:

- (iv) the Director, Community Social Development, the Director, Transportation, and the Director, Development have, in their discretion, approved the detailed design of the Affordable Non-Profit Social Service Agency Replacement Space, together with all ancillary uses, and the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces;
- (v) the construction complies with the applicable requirements of this Agreement and the Building Permit includes Affordable Non-Profit Social Service Agency Replacement Space, together with all ancillary uses, and the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces;
- (vi) the Owner has delivered to the City a letter signed by the Owner's architect (or another consultant acceptable to the City) certifying that the proposed design satisfies the requirements of this Agreement; and
- (vii) with respect to two non-profit social service agencies located on the Lands as of the date of the Rezoning Application No. 18-807640, the Owner has provided tenant relocation assistance, to the satisfaction of the Director,

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Community Social Development, including: (A) three months advance notice of the date when the agencies' current premises must be vacated; (B) assistance of a commercial real estate broker to find new spaces for the two agencies, which spaces may be temporary or permanent (as determined at the discretion of the individual agency operators); and (C) rights of first refusal with respect to relocating to the tenant units within the Affordable Non-Profit Social Service Agency Replacement Space;

- (k) without limiting the Occupancy Staging Covenant, notwithstanding that the Owner may otherwise be entitled, except for provisional occupancy permitted exclusively for construction and/or tenant improvement purposes:
- (i) the Owner will not occupy, nor permit any person to occupy any portion of any Building;
 - (ii) request (or permit to be requested) from the City a Building Permit inspection permitting occupancy of any portion of any Building, in part or in whole, on the Lands; and
 - (iii) the City will not be obligated to permit occupancy of any Building on the Lands,

until the following conditions are satisfied:

- (iv) the Owner has constructed the Affordable Non-Profit Social Service Agency Replacement Space, together with ancillary uses, and the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, in accordance with this Agreement (including the Schedules), and has received Building Permit inspection permitting occupancy of these facilities;
- (v) the Lands have been Subdivided to create ASP1 and ASP2, in accordance with this Agreement, and all associated easements have been registered in the LTO, all to the satisfaction of the City;
- (vi) the Owner has delivered to the City a letter signed by the Owner's architect (or another consultant acceptable to the City) certifying that Building satisfies the requirements of this Agreement;
- (vii) if any of the requirements or specifications in Schedule A, Schedule B or this Agreement have changed, with the prior written approval of the City, the Owner has delivered to the City a modification or a replacement of this Agreement, registrable in the LTO, incorporating as-build plans and specifications, all in the manner satisfactory to the City; and (upon the City approving and executing the modification and replacement) has filed

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the modification or replacement in the LTO, on title to the Lands, in priority to all financial charges; and

- (viii) the Owner is not otherwise in breach of any of its obligations under this Agreement;
- (l) the Owner will at all times ensure that the Lands are used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all bylaws of the City and all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws;
- (m) if the City inadvertently or otherwise issues a Building Permit permitting the construction of any building on the Lands or issues notice of Building Permit inspection permitting occupancy contrary to this Agreement, such permit or notice may be subsequently revoked by the City at any time;
- (n) if the Owner has commenced construction of any Building on the Lands in contravention of this Agreement including, without limiting the generality of the foregoing, if the Owner continues construction of any Building on the Lands after the City has revoked any Building Permit, the City may pursue all remedies, including, without limitation, injunctive relief;

Demolition and Replacement

- (o) the Owner will not demolish the Affordable Non-Profit Social Service Agency Replacement Space, or any ancillary uses, or the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, or any portion thereof, unless:
 - (i) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the facilities to be demolished, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (ii) the facilities to be demolished are damaged or destroyed, to the extent of 40% or more of respective value above foundations, as determined by the City in its sole discretion,

and in each case, a demolition permit has been issued by the City, and the subject facilities have been demolished under that permit;

- (p) following demolition, the Owner will use and occupy the replacement Affordable Non-Profit Social Service Agency Replacement Space, or any ancillary uses, or

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the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, or any portion thereof (the “**Replacement Facilities**”), as applicable, in compliance with this Agreement. This Agreement will apply to the construction of the Replacement Facilities to the same extent and in the same manner as the provisions of this Agreement apply to the construction of the original facilities; and

Sale of the Lands

- (q) The Owner agrees that it will not sell, transfer or otherwise dispose of any fees simple or leasehold interest in the whole or any part of the Lands to any person, trust, corporation, partnership or other entity (the “**Purchaser**”) (other than the transfer of an interest: (i) to a purchaser of a residential strata lot or a commercial strata lot, or (ii) by way of a mortgage, where the mortgagee has first granted the covenants, option and rent charge contained herein priority, in form and substance satisfactory to the City, over its mortgage) unless the Owner includes in any agreements relating to such sale, transfer or disposition a covenant binding upon the Purchaser in favour of the City whereby the Purchaser:
- (i) acknowledges that the Purchaser is aware of the terms of this Agreement; and
 - (ii) assumes and agrees to observe and perform the terms of this Agreement.

ARTICLE 3 USE OF LAND

3.1 The Owner covenants and agrees with the City, as a covenant in favour of the City pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Owner that the provisions hereof be annexed to, and run with and be a charge on title to the Lands that, unless otherwise approved by the City in writing in advance, the Lands and the Building on the Lands will not be used for any purpose except as affordable rental space for verifiable non-profit social service agencies that provide Richmond-serving programs, where the eligible tenants, rent and rental terms have been pre-qualified by the Owner and approved by the City in writing in advance in accordance with the following:

- (a) eligible tenants must be pre-qualified by the Owner and approved by the Director, Community Social Development based on criteria acceptable to the City from time to time. Without being exhaustive, preference may be given to agencies that:
 - (i) primarily serve City of Richmond residents;
 - (ii) provide services aimed at addressing one or more City priorities (e.g., recognized local needs);

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- (iii) support City objectives for inclusiveness, community building, and livability of the City of Richmond and its downtown; and/or
 - (iv) demonstrate opportunities for synergy with the operator and/or tenants of the Affordable Housing Units;
- (b) rental rates and rental terms must be approved by the Director, Community Social Development based on criteria acceptable to the City from time to time. Without being exhaustive, or limiting the foregoing:
- (i) the Base Rent applicable to the gross leasable area of the non-profit social service tenant units on the Lands will not exceed 50% of market Base Rent (based on comparable commercial spaces in the City of Richmond City Centre area);
 - (ii) the applicable Base Rent, together with a mechanism for periodic rent increases will be determined to the satisfaction of the City, from time to time;
 - (iii) there will be no percentage rent in addition to the Base Rent, unless expressly permitted by the City, from time to time;
 - (iv) all of the taxes of ASP2 and all of the reasonable operation, maintenance, insurance, administration, and management expenses, may be charged to the tenants proportionately to their leased areas, including the tenants proportional area of the second floor lobby and any fees required under any cost-sharing agreement entered into at the time of Subdivision creating ASP1 and ASP2 (as may be replaced from time to time by agreement of the owners of ASP1, ASP2 and the City) as would be charged by a landlord acting reasonably (except for the items as set out in section 3.1(b)(v)), in the manner satisfactory to the City;
 - (v) there will be no additional rent or other fees and charges with respect to the use of casual, shared or exclusive amenities and facilities, including the following: (A) common spaces shared among the non-profit social services tenants with the occupants of the Affordable Housing Units and/or with other users of the Development (e.g., loading and waste management facilities); (B) parking provided for the exclusive use of the non-profit social service tenants on the Lands (including the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces), except for electrical costs with respect to the tenants' use of the electric vehicle charging equipment; (C) Commercial Bicycle Facilities' use, except for electrical costs for the tenants' use of the electric bicycle charging equipment; and

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- (vi) the City has no obligation to ensure that the rental rates result in a net lease to the landlord.

- 3.2 The Owner will deliver to the City (to the attention of the Director, Community Social Development) an annual statutory declaration, signed by a member of the Owner's senior management team, confirming that the Lands and the Building comply with the requirements of section 3.1.

ARTICLE 4 STRATA CORPORATION BYLAWS

- 4.1 This Section 4.1 will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands (whether or not forming part of the Affordable Non-Profit Social Service Agency Replacement Space).
- (a) Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Non-Profit Social Service Agency Replacement Space, Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, or associated facilities pursuant to this Agreement, or is otherwise inconsistent with this Agreement, will have no force and effect.
 - (b) No strata corporation will pass any bylaws preventing, restricting or abridging the use of the Affordable Non-Profit Social Service Agency Replacement Space or the Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces in accordance with this Agreement.
 - (c) The strata corporation will not pass any bylaw or make any rule which would restrict the Owner or the tenant or any other permitted occupant of the Affordable Non-Profit Social Service Agency Replacement Space from using and enjoying any facilities contrary to this Agreement.

ARTICLE 5 DEFAULT AND REMEDIES

- 5.1 If the Owner defaults in observing or performing any obligation under this Agreement, the Owner will rectify such default within 10 days after receipt of notice from the City (the "**Notice of Default**"), except that if the Owner, by reason of the nature of the default, cannot in the opinion of the City, rectify such default within 10 days, the Owner will have a further reasonable period to rectify so long as the Owner proceeds promptly and diligently. In case of an emergency, the Owner will rectify the default immediately upon verbal or written notice by the City.
- 5.2 If the Owner fails to rectify the default within the time set out in the Notice of Default, the City may, but will not be obliged to, take one or more of the following courses of action:

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- (a) rectify the default on the Owner's behalf, at the cost of the Owner;
- (b) upon a further 30 days' notice to the Owner, exercise the Option, in accordance with Article 6;
- (c) recover the Daily Amount in accordance with Article 7; and/or
- (d) take other remedial or enforcement actions that may be available to the City at law or in equity (including seeking an order for mandatory injunction).

The Owner will pay to the City on demand the aggregate of all of the City's costs and expenses of rectifying any default of the Owner, plus a sum equal to 20% of those costs and expenses on account of the City's overhead, plus any other amounts the Owner may owe to the City from time to time pursuant to this Agreement. If the Owner does not pay the City within 30 days after the date the Owner receives demand from the City, the arrears will bear interest from the date of demand to the date of payment at the Prime Rate plus 3% per annum, calculated and compounded monthly not in advance.

ARTICLE 6 OPTION TO PURCHASE

- 6.1 In consideration of ten dollars (\$10) now paid by the City to the Owner, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Owner hereby grants to the City the exclusive and irrevocable option to purchase the Lands for the Option Price free and clear of all liens, charges and encumbrances except the Permitted Encumbrances, on the terms and conditions in this section 6.1 (the "**Option**").
- 6.2 Subject to section 6.3, the City may exercise the Option at any time as of and from the date of this Agreement until the date which is 50 years from the date of this Agreement, by delivering written notice (the "**Option Notice**") of such exercise to the Owner in the manner specified in section 8.8. The date upon which the Option Notice is delivered to the Owner is the "**Option Notice Date**". If the City has not exercised the Option by the date that is 50 years from the date of this Agreement, the Option will expire and be of no further force and effect.
- 6.3 The City may only exercise the Option if the Owner is in default of this Agreement and, following the Notice of Default, the Owner has not corrected the default in accordance with Article 5.
- 6.4 The City has no obligation to exercise the Option. If the City does not exercise the Option, the City will have no obligation to reimburse the Owner for any costs or expenses incurred by the Owner in connection with the Option or this Agreement.

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- 6.5 Upon the City exercising the Option, a binding purchase and sale agreement will arise between the City and the Owner in respect to the Lands, on the terms set out in Schedule C (“**Contract of Purchase and Sale**”).
- 6.6 Upon the Lands being Subdivided to create ASP1 and ASP2, the Option will be discharged from all portions of the Lands, except ASP2, such that the Option is limited to that portion of the Lands containing the Affordable Non-Profit Social Service Agency Replacement Space, provided that:
- (a) the City is satisfied that all the easements, covenants and rights necessary to provide access and use of common amenities and facilities contemplated in this Agreement have been secured to the satisfaction of the City;
 - (b) the Owner has requested the discharge in writing in advance and has delivered to the City the form of the discharge;
 - (c) the Owner will be fully responsible for the cost of filing the discharge in the LTO; and
 - (d) the Owner is not in breach of this Agreement.

ARTICLE 7 RENT CHARGE

- 7.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or at law or in equity, if:
- (a) the Lands are used contrary to this Agreement;
 - (b) the Affordable Non-Profit Social Service Agency Replacement Space or associated facilities are used or occupied in breach of this Agreement;
 - (c) the Owner charges rent, charges or fees contrary to this Agreement; or
 - (d) the Owner is otherwise in breach of any of its obligations under this Agreement,

then the Owner will pay as a rent charge under section 7.2 of this Agreement, the Daily Amount to the City for every day that the breach continues after the time set out in the Notice of Default. The Daily Amount is due and payable 5 Business Days following receipt by the Owner of an invoice from the City for the same, and such invoice will be given and deemed received in accordance with section 8.8 [Notice] of this Agreement.

- 7.2 The Owner hereby grants to the City a rent charge under section 7.1 and section 7.2 of this Agreement and under Section 219 of the Land Title Act, and at common law, securing payment by the Owner to the City of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the City, at its option, may enforce

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payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the City at law or in equity.

ARTICLE 8 MISCELLANEOUS

8.1 The Owner acknowledges and agrees that:

- (a) if the Lands are Subdivided, the City will discharge the covenants in section 2.1 and 3.1, and rent charge in section 7.2 of this Agreement from title to all parcels other than the parcels containing the Affordable Non-Profit Social Service Agency Replacement Space, Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, or any amenities and facilities used by the Affordable Non-Profit Social Service Agency Replacement Space, provided that:
 - (i) the City is satisfied that all the easements, covenants and rights necessary to provide access and use of common amenities and facilities contemplated in this Agreement have been secured to the satisfaction of the City;
 - (ii) the Owner has requested the discharge and delivered to the City the form of the discharge in registrable form;
 - (iii) the Owner is not then in breach of this Agreement; and
 - (iv) the Owner will be fully responsible for the cost of filing the discharge;
- (b) if the Lands, or a portion of the Lands, containing Affordable Non-Profit Social Service Agency Replacement Space, Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, or any amenities and facilities used by the Affordable Non-Profit Social Service Agency Replacement Space is Subdivided pursuant to the Strata Property Act, the covenants in section 2.1 and section 3.1, and the rent charge in section 7.2 will remain on the common property sheet of the strata corporation stored in the LTO and on title to all strata lots in the legal parcel in which the any such amenities or facilities are situated; and
- (c) if the Lands, or a portion of the Lands, containing Affordable Non-Profit Social Service Agency Replacement Space, Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, or any amenities and facilities used by the Affordable Non-Profit Social Service Agency Replacement Space is Subdivided in any manner not contemplated in paragraph (b) or (c), the covenants in section 2.1 and section 3.1, and the rent charge in section 7.2 will remain on title to interests into which the Lands are Subdivided.

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- 8.2 As an integral part of covenants in section 2.1 and in section 3.1, the Owner hereby:
- (a) releases and agrees to indemnify and save harmless the City and the City Personnel from all loss, damage, costs (including without limitation, legal costs), expenses, actions, suits, debts, accounts, claims and demands, including without limitation, any and all claims of third parties, which the City or the City Personnel may suffer, incur or be put to arising out of or in connection, directly or indirectly or that would not or could not have occurred “but for” this Agreement, including without limitation:
 - (i) any breach by the Owner of any covenant or agreement contained in this Agreement;
 - (ii) any personal injury, death or damage occurring in the Affordable Non-Profit Social Service Agency Replacement Space, Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, or any amenities and facilities used by the Affordable Non-Profit Social Service Agency Replacement Space, or any portion thereof;
 - (iii) the exercise of discretion by any City Personnel for any matter relating to this Agreement;
 - (iv) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
 - (v) the City refusing to issue a Development Permit, Building Permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands or any portion thereof;
 - (vi) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands, any Affordable Non-Profit Social Service Agency Replacement Space, Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, or any amenities and facilities used by the Affordable Non-Profit Social Service Agency Replacement Space, or any portion thereof; and/or
 - (vii) the exercise by the City of any of its rights under this Agreement or an enactment; and
 - (b) agrees that if the Owner commences or permits any development on the Lands or any portion thereof, or construction or occupancy of any Building, or portion thereof, in contravention of this Agreement, the City may pursue all remedies including, without limitation, injunctive relief;

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- (c) agrees that the indemnity and release granted in this section 8.2 will survive the release or discharge of this Agreement, or any portion thereof, and will be an integral part of covenants granted by the Owner to the City in section 2.1 and section 3.1; and
 - (d) the Owner and the City acknowledge and agree that the indemnity and release set out above will not apply to the extent, if any, of gross negligence or wilful misconduct of the City and/or the City Personnel.
- 8.3 The obligations of the Owner set out in this Agreement will survive termination or discharge of this Agreement.
- 8.4 The Owner agrees, if required by the City Solicitor, to cause the registrable interests in land granted pursuant to this Agreement to be registered as first registered charges against the Lands, at the Owner's expense, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands or any portion thereof;
 - (b) contained in any undersurface reservations registered against title to the Lands;
 - (c) registered against title to the Lands at the instance of the City, whether in favour of the City or otherwise; and
 - (d) which the City has determined may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.5 Nothing contained or implied in this Agreement will fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement will 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.
- 8.6 The Owner and the City agree that:
- (a) this Agreement is entered into only for the benefit of the City;
 - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Lands or any portion thereof,

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including any Affordable Non-Profit Social Service Agency Replacement Space;
and

- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

8.7 Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

8.8 Any notice or communication required or permitted to be given pursuant to this Agreement will be in writing and delivered by hand or sent by prepaid mail to the party to which it is to be given as follows:

- (a) to the City:

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

Attention: City Clerk
Fax: 604 276-5139

with a copy to the Director, Development, the Director, Community and Social Development and the City Solicitor; and

- (b) to the Owner, to the address as set out on the title for the Lands,

or to such other address as any party may in writing advise. Any notice or communication will be deemed to have been given when delivered if delivered by hand, and two Business Days following mailing if sent by prepaid mail.

8.9 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and assigns.

8.10 If any Article, section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect and, in such case, the parties hereto will agree upon an amendment to be made to the Article, section, subsection, sentence, clause or phrase previously found to be invalid and will do or cause to be done all acts reasonably necessary in order to amend this Agreement so as to reflect its original spirit and intent.

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- 8.11 The Owner and the City acknowledge and agree that no failure on the part of either party hereto to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by either party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right.
- 8.12 The remedies provided in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for either party in this Agreement will be deemed to be in addition to and not, except as expressly stated in this Agreement, restrictive of the remedies of either party hereto at law or in equity.
- 8.13 This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Non-Profit Social Service Agency Replacement Space, Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces, and the amenities and facilities used by the Affordable Non-Profit Social Service Agency Replacement Space, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement.
- 8.14 The parties to this Agreement will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
- 8.15 The interest in lands including all covenants, charges, and obligations contained in this Agreement will, unless discharged in accordance with this Agreement, run with and bind the Lands in perpetuity.
- 8.16 The parties agree that neither the Owner, nor any successor in title to the Lands, or portions thereof, will be liable for breaches of or non-observance or non-performance of covenants contained in this Agreement occurring after the date that the Owner or its successor in title, as the case may be, ceases to be the registered or beneficial owner of the Lands or any portion thereof; provided, however, the Owner or its successors in title, as the case may be, will remain liable after ceasing to be the registered or beneficial owner of the Lands for all breaches of and non-observance and non-performance of covenants in this Agreement if the breach, non-observance or non-performance occurred prior to the Owner or any successor in title, as the case may be, ceasing to be the registered or beneficial owner the Lands.
- 8.17 The Owner covenants and agrees that in addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement. The Owner acknowledges and agrees that no failure or delay on the part

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of the City to exercise any right under this Agreement will operate as a waiver by the City of such right.

- 8.18 Nothing in this Agreement will constitute the Owner as the agent, joint venture, or partner of the City or give the Owner any authority to bind the City in any way.
- 8.19 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 8.20 By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.
- 8.21 If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner will be joint and several.
- 8.22 Any City approval or consent to be given pursuant to or in connection with this Agreement is not effective or valid unless provided by the City in writing. Any City approval or consent to be granted by the City in this Agreement may, unless stated expressly otherwise, be granted or withheld in the absolute discretion of the City.
- 8.23 The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands, or any subdivided portion thereof, and for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.
- 8.24 Time will be of the essence of this Agreement.
- 8.25 This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy will constitute an original document and such counterparts, taken together, will constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.
- 8.26 The City may assign or license all or any part of this Agreement or any or all of the City's rights under this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing or administering public facilities, services or utilities. The Owner may not assign all or any part of this Agreement without the City's prior written consent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the General Instrument - Part 1, which is a part hereof.

{00773926; 9 }

Covenant, Option & Rent Charge – Non-Profit Social Service Agency Accommodation Measures
5740, 5760 and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Consideration No. 13

SCHEDULE A

Non-Profit Social Service Agency Replacement Space, and ancillary uses, and Non-Profit Social Service Agency Replacement Space Parking Spaces Specifications

1. The Affordable Non-Profit Social Service Agency Replacement Space will be designed and built to the following specifications:
 - (a) the minimum floor area of the Affordable Non-Profit Social Agency Replacement Space will include the following, to the satisfaction of the City:
 - (i) at least 425.7 m² (4,977.0 ft²) of gross leasable space, or gross leasable area determined through the approved Development Permit, whichever is greater, in the form of non-profit social service agency tenant units capable of accommodating program spaces administration and ancillary spaces/uses (e.g., private washrooms);
 - (ii) spaces/uses intended for shared use by the non-profit social service agency tenants and their visitors (e.g., circulation and common washrooms);
 - (iii) any lobby and/or vertical circulation shared by the non-profit social service agency tenants and the occupants of the affordable housing units in the Affordable Housing Building; and
 - (iv) ancillary uses/spaces (e.g., parking, loading, secure bicycle storage, and waste management) required to satisfy the Official Community Plan, Zoning Bylaw, and other City policies, objectives and guidelines.

2. The Affordable Non-Profit Social Service Agency Replacement Spaces will be located in the Affordable Housing Building as follows:
 - (a) the Affordable Non-Profit Social Service Agency Replacement Space will comprise the entirety of the second floor of the Affordable Housing Building;
 - (b) the Affordable Non-Profit Social Service Agency Replacement Space tenants will have no access above second floor in the Affordable Housing Building;
 - (c) the Affordable Non-Profit Social Service Agency Replacement Space tenants will have 24/7 use of the ground floor lobby of the Affordable Housing Building, together with the residential occupants of the Affordable Housing Building;
 - (d) residential occupants of the Affordable Housing Building will have 24/7 use of the second-floor lobby, together with the Affordable Non-Profit Social Service Agency Replacement Space tenants;
 - (e) within the Development's parking structure, parking, loading, waste management facilities, bike storage and end-of-trip cycling facilities and related uses/spaces for

{00773926; 9 }

Covenant, Option & Rent Charge – Non-Profit Social Service Agency Accommodation Measures
5740, 5760 and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Consideration No. 13

the use of the Affordable Non-Profit Social Service Agency Replacement Space, to the satisfaction of the City, as more particularly contemplated in the Development Permit for the Lands and the Development, this Agreement, the Commercial Bicycle Facilities Covenant, the Non-Residential Parking Covenant and the Shared Truck Loading Covenant.

3. The Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces will be designed and built in accordance with Non-Residential Parking Covenant, the Electric Vehicle Charging Equipment Covenant, and the following requirements:
 - (a) comprised of at minimum 23 of the Assignable Parking Spaces (as contemplated in the Non-Residential Parking Covenant) will be assigned for the exclusive use of the Affordable Non-Profit Social Service Agency Replacement Space;
 - (b) clustered together on the first parking level above the ground floor and located to provide for convenient/direct and safe public access to and from the Affordable Non-Profit Social Service Agency Replacement Space's second floor lobby (the design of which must take into account people with mobility issues and wheelchairs with attendants);
 - (c) include at least one (1) accessible Parking Space (as described in the Zoning Bylaw) and at least one (1) van accessible Parking Space (as described in the Zoning Bylaw);
 - (d) not include more than twelve (12) small Parking Spaces (as described in the Zoning Bylaw); and
 - (e) for at least 12 of the 23 Parking Spaces (including some combination of accessible, standard and small Parking Spaces) be equipped with energised electric vehicle charging equipment (including all the wiring, electrical equipment and related infrastructure necessary to provide Level 2 charging or higher to an electric vehicle, as more particularly set out in the Electric Vehicle Charging Equipment Covenant).

4. For the purpose of calculating maximum permitted floor area under the Zoning Bylaw, Affordable Non-Profit Social Service Agency Replacement Space tenant units, circulation intended for the exclusive use of the Affordable Non-Profit Social Service Agency Replacement Space tenants and visitors, and any lobby and/or vertical circulation shared by the Affordable Non-Profit Social Service Agency Replacement Space tenants and other occupants of the Affordable Housing Building will be treated as "community amenity space" to a maximum of 0.1 FAR, as permitted under the High Density Mixed Use and Affordable Rental Housing (ZMU46) zone.

{00773926; 9 }

Covenant, Option & Rent Charge – Non-Profit Social Service Agency Accommodation Measures
 5740, 5760 and 5800 Minoru Boulevard
 Applications No. RZ 18-807640 and No. DP 19-881156
 Rezoning Consideration No. 13

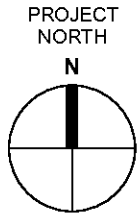
SCHEDULE B

Affordable Non-Profit Social Service Agency Replacement Space and Affordable Non-Profit Social Service Agency Replacement Space Parking Spaces plans and specifications

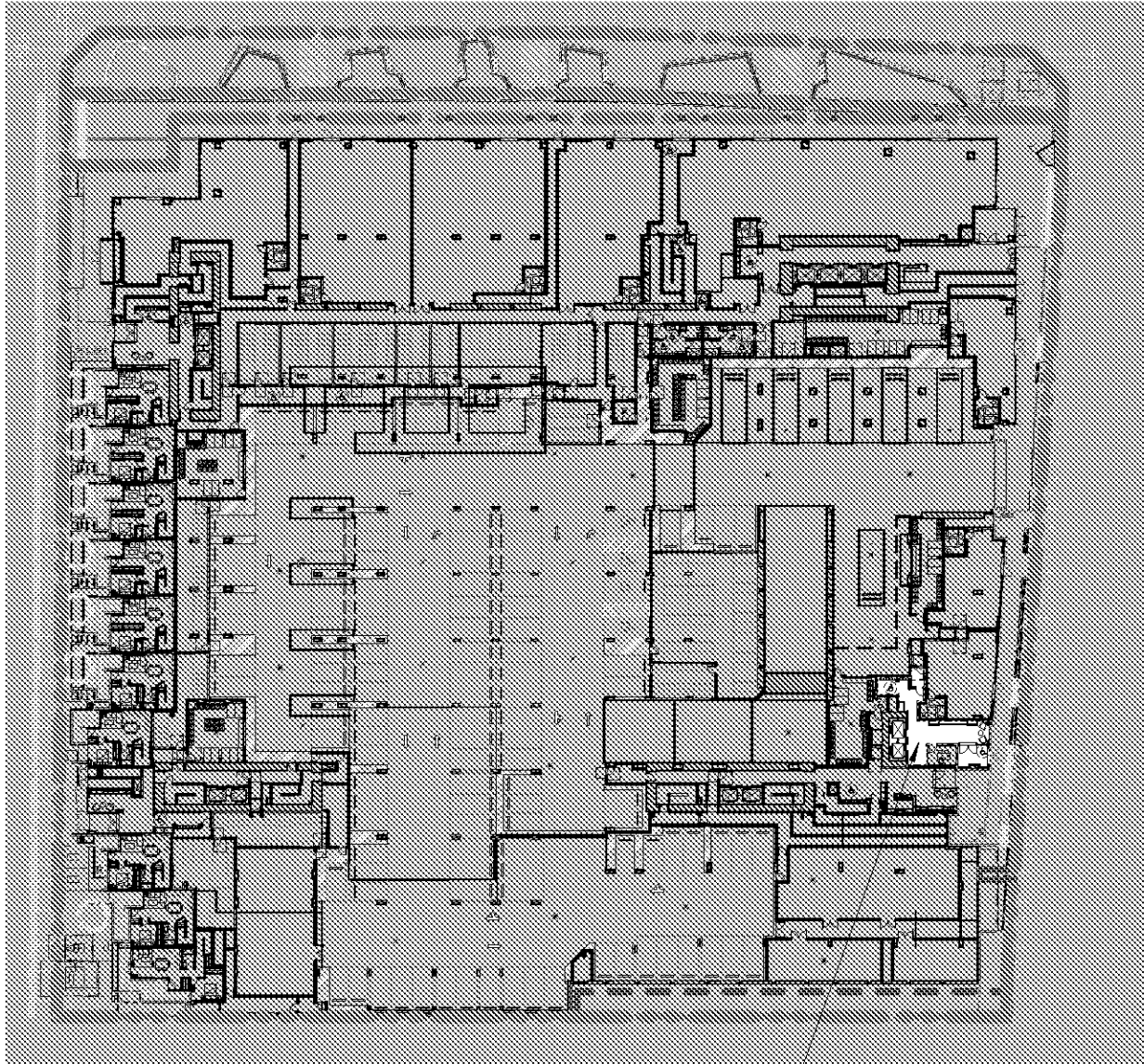
[attached starting next page]

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Covenant, Option & Rent Charge – Non-Profit Social Service Agency Accommodation Measures
5740, 5760 and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Consideration No. 13



NON-PROFIT/SOCIAL SERVICES PLAN - L1

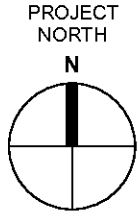


AFFORDABLE HOUSING BUILDING
LOBBY (ACCESSIBLE BY AFFORDABLE
NON-PROFIT SOCIAL SERVICE
AGENCY REPLACEMENT SPACE)



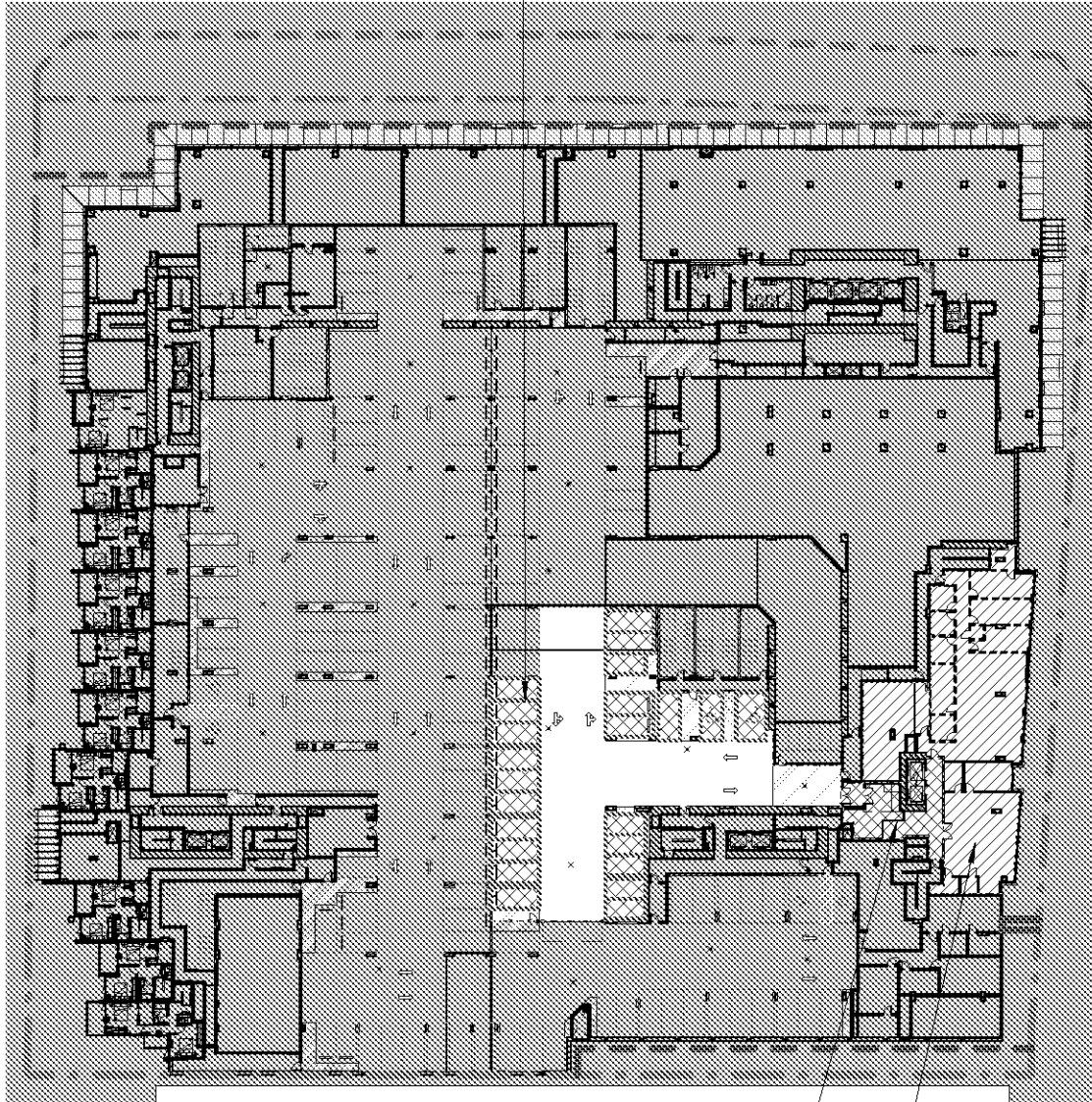
IBI GROUP ARCHITECTS (CANADA) INC.
700 - 1285 West Pender Street
Vancouver BC V6E 4B1 Canada
tel (604) 683-0492 fax (604) 683-8797
ibigroup.com

MINORU BLVD.



NON-PROFIT/SOCIAL SERVICES PLAN - L2

AFFORDABLE NON - PROFIT SOCIAL SERVICE AGENCY REPLACEMENT PARKING STALLS (23)



AFFORDABLE NON-PROFIT SOCIAL SERVICE AGENCY REPLACEMENT LOBBY (ACCESSIBLE BY AHUS)

AFFORDABLE NON-PROFIT SOCIAL SERVICE AGENCY REPLACEMENT SPACE



IBI GROUP ARCHITECTS (CANADA) INC.
 700 - 1285 West Pender Street
 Vancouver BC V6E 4B1 Canada
 tel (604) 683-0492 fax (604) 683-8797

ibigroup.com

MINORU BLVD.

SCHEDULE C

CONTRACT OF PURCHASE AND SALE (OPTION)

1. The completion date will be 90 days after the Option Notice Date, unless on such day the appropriate Land Title Office is closed, in which case the sale will be completed on the following day when such office is open (the “**Option Completion Date**”).
2. On the Option Completion Date, for the Option Price, the Owner will sell to the City, and the City will purchase from the Owner, the Lands. For greater certainty, despite the original registration of the Option against title to the Lands, it is the intent that the Option will be limited to that portion of the Lands containing the Affordable Non-Profit Social Service Agency Replacement Space (to be contained in ASP2).
3. The Option Price will be paid on the Option Completion Date.
4. The Owner and the City will adjust all items customarily the subject of adjustments in the sale and purchaser of the lands as of the Completion Date, on the following basis:
 - (i) the Owner will be responsible for all property taxes for the entire calendar year in which the Option is exercised, irrespective of timing of acquisition;
 - (ii) the Owner will be responsible for all municipal utility fees up to but excluding the Option Completion Date;
 - (iii) the City will self assess for GST; and
 - (iv) the City will be responsible for property transfer taxes.
5. The Lands will be transferred free and clear of all encumbrances except the Permitted Encumbrances.
6. Provided that the transaction contemplated in section 2 of this Schedule C duly completes, at 12:00pm on the Option Completion Date, the City will have vacant possession of the Lands, and will assume the Owner’s obligations under the Permitted Encumbrances in respect to the Lands.
7. All works and fixtures originally constructed or installed on the Lands as part of the Affordable Non-Profit Social Service Agency Replacement Space, and all rights and easements in favour or for the benefit of the Lands (collectively, the “**Works and Assets**”) will be included in the Option Price and will be deemed to be transferred together with the Lands.

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Covenant, Option & Rent Charge – Non-Profit Social Service Agency Accommodation Measures
5740, 5760 and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Consideration No. 13

8. The City will be allowed 60 days from the Option Notice Date to:
- (i) inspect the Lands and the Works and Assets; and
 - (ii) examine the title of the Lands and carry out other due diligence investigations customary in similar transactions in British Columbia. The Owner will cooperate with the City and will grant to the City such authorizations as the City may reasonably require with respect to the due diligence investigations.

If, within this time the City makes any reasonable objection to title, environmental condition or to safety of the Lands or the Works and Assets, or other results of due diligence (including without limitation any risk of statutory liens, or Owner's corporate standing) the Owner will at its cost address all reasonable concerns of the City. Without limiting the City's rights at law or in equity, if the Owner fails to address the City's reasonable concerns, the City may, in its discretion, unilaterally terminate this Option and the contract created by the City exercising the Option. Upon termination by the City, neither party will have any further rights of obligations against the other, except as expressly stated otherwise.

9. No later than three (3) Business Days before the Option Completion Date, the Owner will deliver to the City the following, duly executed by the Owner:
- (i) discharges of all charges and encumbrances, other than the Permitted Encumbrances, from title to the Lands;
 - (ii) a Form A transfer conveying the title to the Lands from the Owner to the City;
 - (iii) a bill or sale and/or an assignment and assumption with respect to the Works and Assets;
 - (iv) a signed joint statement of adjustments prepared in accordance with this Agreement;
 - (v) such other documents as the City's solicitor and the Owner's solicitor may reasonably agree upon (including, if applicable, transfer of beneficial interest in the Lands to the City by beneficial owner of the Lands, if separate from the Owner); and
 - (vi) any payment on account due to the City pursuant to the statement of adjustments.
10. The Owner will bear all costs of conveyance and all costs of survey, subdivision and clearing title.

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Covenant, Option & Rent Charge – Non-Profit Social Service Agency Accommodation Measures
5740, 5760 and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Consideration No. 13

11. The Lands and the Works and Assets will be at the risk of the Owner until and including the day preceding the Option Completion Date. In the event of loss or damage to the Lands and/or the Works and Assets occurring before the Option Completion Date, for any reason including natural disaster, the City may cancel this Option. The Lands and the Works and Assets will be at risk of the City from and including the Option Completion Date, assuming that the transaction completes.
12. The Owner covenants and agrees that it will, from and after the date of this Option to the Option Completion Date:
 - (i) take all reasonable care to protect and safeguard the Lands and the Works and Assets and operate and otherwise deal with the Lands and the Works and Assets as a careful and prudent owner would do;
 - (ii) observe and perform all of its obligations under all encumbrances and diligently enforce all of its rights and remedies under the encumbrances; and
 - (iii) take or cause to be taken all proper steps and actions and corporate proceedings to enable the Owner to vest a good and marketable title to the Lands in the City free and clear of all liens, encumbrances, defects in title, equities or claims of every nature and kind except for Permitted Encumbrances and to enable the Owner to carry out the sale of the Lands and to execute and deliver this Option as valid and binding obligations of the Owner.
13. The parties acknowledge that the City may, in its discretion, elect not to exercise the Option for any reason.
14. The City's obligation to complete the transaction on the Option Completion Date is subject to and conditional upon the occurrence of the following condition (the "**City's Closing Condition**"):
 - (i) all the covenants and agreements of the Owner to be observed and performed, and all of the documents to be delivered by the Owner on or before the Option Completion Date, pursuant to this Agreement, will have been observed, performed and delivered in all material respects on or before the Option Completion Date.

The City's Closing Condition is for the sole benefit of the City and only the City may waive, in whole or in part, any or all of the City's Closing Condition by giving written notice of waiver to the Owner on or before the Closing Date.

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Covenant, Option & Rent Charge – Non-Profit Social Service Agency Accommodation Measures
5740, 5760 and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Consideration No. 13

15. Time will be of the essence of the Agreement and the Contract of Purchase and Sale constituted by the exercise of the Option.
16. Any tender of documents or money may be made upon the parties hereto at their respective addresses set forth herein or upon their solicitors and any money may be tendered by certified cheque, bank draft, or solicitors trust cheque.
17. There are no representations, warranties, guarantees, covenants or conditions other than those contained herein, all of which will survive and not merge with and deeds or agreements delivered in connections with the completion of this transaction.
18. The Owner will exercise and do all such act, deeds, things, and assurances as may be requisite in the option of the City, or the City's solicitors, for more perfectly and absolutely transferring, assuring to and vesting in the City title to the Lands, in accordance with the terms of this Option.
19. The Option Completion Date may be changed by the parties through their respective solicitors upon instructions to their solicitors as evidenced after in writing by their solicitors.

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Covenant, Option & Rent Charge – Non-Profit Social Service Agency Accommodation Measures
5740, 5760 and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Consideration No. 13

PRIORITY AGREEMENT

KINGSETT MORTGAGE CORPORATION (the “Chargeholder”) is the holder of mortgages and assignments of rents encumbering the Lands which mortgages and assignments of rents are registered in the Lower Mainland LTO under numbers CA9469145, CA9469146 and CA9774692 (the “Bank Charges”).

The Chargeholder, being the holder of the Bank Charges, by signing the Form C General Instrument attached hereto as Part I, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of the Section 219 Covenants, the Option to Purchase and Rent Charge contained in this Agreement (collectively, the “City Charges”) and hereby covenants that the City Charges will bind the Bank Charges in the Lands and will rank in priority upon the Lands over the Bank Charges as if the City Charges had been registered prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

END OF DOCUMENT

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Covenant, Option & Rent Charge – Non-Profit Social Service Agency Accommodation Measures
5740, 5760 and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Consideration No. 13



Land Title Act
Charge
 General Instrument - Part 1

NEW WESTMINSTER LAND TITLE OFFICE
 MAR 14 2022 15:19:45.009
CA9783013-CA9783022

1. Application

Corinne Hospes, Paralegal
Richards Buell Sutton LLP, Barristers & Solicitors
700 - 401 West Georgia Street
Vancouver BC V6B 5A1
604.661.9294

File No.: 53446-0003
 Minoru Corner Plaza Expansion Works Covenant & SRW

2. Description of Land

PID/Plan Number	Legal Description
EPP112775	LOT 1 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 112775

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Article 2.1
COVENANT		Section 219 Covenant Article 2.2
STATUTORY RIGHT OF WAY		Section 218 Statutory Right of Way Article 3.1 SRW over that part shown outlined in bold on Plan EPP118970
STATUTORY RIGHT OF WAY		Section 218 Statutory Right of Way Article 3.2 SRW over that part shown outlined in bold on Plan EPP118970
RENT CHARGE		Article 4.1
PRIORITY AGREEMENT		Granting the first Covenant herein priority over Mortgages Nos. CA9469145 and CA9774692 and Assignment of Rents No. CA9469146
PRIORITY AGREEMENT		Granting the second Covenant herein priority over Mortgages Nos. CA9469145 and CA9774692 and Assignment of Rents No. CA9469146
PRIORITY AGREEMENT		Granting the first Statutory Right of Way herein priority over Mortgages Nos. CA9469145 and CA9774692 and Assignment of Rents No. CA9469146
PRIORITY AGREEMENT		Granting the second Statutory Right of Way herein priority over Mortgages Nos. CA9469145 and CA9774692 and Assignment of Rents No. CA9469146
PRIORITY AGREEMENT		Granting the Rent Charge herein priority over Mortgages Nos. CA9469145 and CA9774692 and Assignment of Rents No. CA9469146



Land Title Act
Charge
General Instrument - Part 1

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

MINORU VIEW HOMES LTD., NO.BC1139237

KINGSETT MORTGAGE CORPORATION (AS TO GRANT OF PRIORITY ONLY), NO.A0081500

6. Transferee(s)

CITY OF RICHMOND
6911 NO. 3 ROAD
RICHMOND BC V6Y 2C1

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 Signature(s)

Ryan M. Klassen
Barrister & Solicitor
Richards Buell Sutton LLP
700 - 401 West Georgia Street
Vancouver BC V6B 5A1

YYYY-MM-DD

2022-03-09

MINORU VIEW HOMES LTD.
By their Authorized Signatory

Daljit Thind

Telephone: 604.682.3664

(as to the signature of Daljit Thind)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

David Vernon
Barrister & Solicitor
3700 - 40 King Street West
Toronto ON M5H 3Y2

YYYY-MM-DD
2022-03-09

KINGSETT MORTGAGE CORPORATION
By their Authorized Signatory

Tanya Lee, Executive Director,
Mortgage Operations

Bryan Salazar, Managing Director,
Mortgage Underwriting & Funding

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 Signature(s)

Lisa D. Hobman
Barrister & Solicitor
City of Richmond
6911 No. 3 Road
Richmond BC V6Y 2C1

YYYY-MM-DD
2022-03-09

CITY OF RICHMOND
By their Authorized Signatory

MALCOLM D. BRODIE, Mayer

(as to the signature of Claudia Jesson)

CLAUDIA JESSON, 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.



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.

**Ryan Matthew
Klassen 8DHM5R**

**Digitally signed by
Ryan Matthew Klassen
8DHM5R
Date: 2022-03-14
10:52:59 -07:00**

PART 2 – TERMS OF INSTRUMENT**STATUTORY RIGHT OF WAY
(MINORU CORNER PLAZA EXPANSION WORKS COVENANT AND SRW)**

THIS AGREEMENT is dated for reference March 9, 2022

BETWEEN:

MINORU VIEW HOMES LTD., a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 700-401 West Georgia Street, Vancouver, B.C. V6B 5A1 (the “Owner”)

AND:

CITY OF RICHMOND, a municipal corporation pursuant to the Local Government Act and having its offices at 6911 No. 3 Road, Richmond, British Columbia, V6Y 2C1
(the “City”)

WHEREAS:

- A. The Owner is the registered owner of the Lands;
- B. The Owner has applied to the City to rezone the Lands as necessary to construct a mixed-use commercial, office and residential development (the "**Development**") on the Lands;
- C. In connection with the Owner’s application to rezone and develop the Lands pursuant to Rezoning Application No. RZ 18-807640 and pursuant to Development Permit Application No. DP 19-881156, the Owner has agreed to enter into an agreement with the City for the public access, open space and related purposes in the SRW Area (as defined in section 1.1);
- D. Section 218 of the Land Title Act, R.S.B.C. 1996 c. 250 provides that a person may and will be deemed always to have been able to create, by grant or otherwise in favour of a municipality, an easement without a dominant tenement for any purpose necessary for the operation and maintenance of such municipality’s undertaking; and
- E. Section 219 of the Land Title Act permits the registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land and that land is or is not to be subdivided or built on except in accordance with the covenant.

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{00720253; 7 }

Minoru Corner Plaza Expansion Works Covenant and SRW (contains Rent Charge)
Owner build/Owner maintain
Address: 5740, 5760, and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Considerations No. 3.4
Development Permit Consideration No. 3.1

NOW THEREFORE in consideration of the matters referred to in the foregoing recitals, the covenants and agreements herein contained and the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto hereby covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in this section 1.1 for all purposes of this Agreement, unless specifically provided in this Agreement, have the meanings hereinafter specified. The terms herein defined are:

- (a) **“Agreement”** or **“this Agreement”** means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement;
- (b) **“Building”** means any building to be constructed on the Lands pursuant to the Permit;
- (c) **“Building Permit”** means one or more permission or authorization in writing by the City of Richmond building inspector pursuant to City of Richmond bylaws to construct any Building or structure on the Lands;
- (d) **“Causal Costs”** means any costs or expenses that may be incurred by the City as a result of the presence of any of the Encroachments on the SRW Area;
- (e) **“Certificate of Completion”** means the written certificate issued by the City to the Owner upon the City being satisfied that the Works have been completed by the Owner in accordance with the Permit, the Servicing Agreement and this Agreement;
- (f) **“City”** and **“City of Richmond”**, being the Transferee described in item 6 of the Land Title Act Form C General Instrument constituting Part 1 of this Agreement, 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;
- (g) **“City Personnel”** means the City’s officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates;
- (h) **“Development”** has the meaning set out in Recital B;

- (i) **“Development Permit”** means one or more development permit (as defined in the Local Government Act) required in connection with the Development pursuant to City or Richmond bylaws;
- (j) **“Encroachments”** means collectively the Permanent Encroachments and the Temporary Encroachments;
- (k) **“Land Title Act”** means the Land Title Act, RSBC 1996, c. 250, and amendments thereto and re-enactments thereof;
- (l) **“Lands”** means the lands described in item 2 of the Land Title Act Form C General Instrument constituting Part 1 of this Agreement;
- (m) **“Linear Park Expansion Area”** means that portion of the Lands measuring at least 3.0m (9.8 ft) deep at its west end and tapering towards the east, shown as Area 2 on explanatory plan of statutory right of way EPP118970, a copy of which plan is attached as Schedule A;
- (n) **“Lost Productivity Costs”** means all costs incurred by the City, in relation to the construction, installation, repair, replacement, extension or maintenance of any City services or works on or adjacent to the SRW Area, that are identifiable or attributable to the presence of any of the Encroachments on the SRW Area;
- (o) **“Occupancy Staging Covenant”** means a covenant pursuant to section 219 of the Land Title Act, in favour of the City, registered against title to the Lands in respect to the Development concurrently with this Agreement, setting out the requirements of occupancy of each stage of the Development;
- (p) **“Owner”** means the registered owner(s) of the Lands, described as Transferor(s) in item 5 of the Land Title Act Form C General Instrument constituting Part 1 of this Agreement together with any successors in title to the Lands or any portion of the Lands;
- (q) **“Park and Plaza Expansion Works”** means all structures, improvements, trails, walkways, signage, public art, hard and soft landscaping (including paved walkway, off-street bike path and related landscape features, lighting, furnishings, street trees and planting, decorative paving, and innovative storm water management measures), concrete, asphalt, pavers, other hard surfacing, retaining walls, bike racks, and all other related utilities, street furniture, equipment, and elements to be constructed on the SRW Area, and all other works of a similar nature or kind that may be required by the City from time to time in connection with the use of the SRW Area as an expansion, extension and integral component of adjacent City-owned public areas (e.g., public parks, public plazas, walkways, trails and bicycle facilities);
- (r) **“Permanent Encroachments”** has the meaning set out in section 2.3;

- (s) **“Plaza Expansion Area”** means that portion of the Lands measuring approximately 8.7m (28.5 ft) deep and 13.0m (42.7 ft) wide, adjacent to Minoru Boulevard, shown as Area 1 on explanatory plan of statutory right of way EPP118970, a copy of which plan is attached as Schedule A;
- (t) **“Permit”** means any one or more of the Development Permit and the Building Permit, as the case may be, authorizing the development of or construction on the Lands (as the case may be), or any portion(s) thereof;
- (u) **“Prime Rate”** means the rate of interest equal to the floating interest rate established from time to time by the Scotiabank, 6300 No. 3 Road, Richmond, British Columbia, as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Scotiabank as its prime rate;
- (v) **“Right of Way Plan”** means explanatory plan of statutory right of way EPP118970, prepared by Curtis Van Hove, BCLS, dated February 25, 2022, a reduced copy of which is attached as Schedule A;
- (w) **“Servicing Agreement”** means one or more servicing agreement between the City and the Owner in respect to the design and construction of the Works;
- (x) **“SRW Area”** means the area shown on the Right of Way Plan, comprised of the Plaza Expansion Area and the Linear Park Expansion Area;
- (y) **“Temporary Encroachments”** has the meaning set out in section 2.4;
- (z) **“Utility Works”** means all traffic control infrastructure, detector loops, equipment kiosks, water mains, sanitary sewers, storm sewers, district energy mains, communication works, drains, manholes, ducts, poles, equipment, apparatus, conduits, lines and pipes, fire hydrants, together with all necessary or ancillary structures and equipment, and all other works of a similar nature or kind that may to be constructed in the Lands, and all other works of a similar nature or kind that may be required by the City from time to time; and
- (aa) **“Works”** means, collectively, the Park and Plaza Enhancement Works and the Utility Works in the SRW Area.

1.2 Schedules

The following Schedule is attached hereto and forms part of this Agreement:

<u>Schedule</u>	<u>Description</u>
“A”	Plan of the SRW Area

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Minoru Corner Plaza Expansion Works Covenant and SRW (contains Rent Charge)
 Owner build/Owner maintain
 Address: 5740, 5760, and 5800 Minoru Boulevard
 Applications No. RZ 18-807640 and No. DP 19-881156
 Rezoning Considerations No. 3.4
 Development Permit Consideration No. 3.1

1.3 Interpretation

Any interest in land created hereby, including those noted in the Land Title Act Form C General Instrument comprising Part 1 of this Agreement, as being found in certain sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:

- (a) which define the terms used herein;
- (b) which deal with the interpretation of this Agreement; and
- (c) which are otherwise of general application.

1.4 Headings

The division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement.

1.5 Number

Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, and vice versa.

1.6 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.7 Use of “including”

The word “including”, when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as “without limitation”, “but not limited to” or words of similar import) is used with reference thereto.

1.8 City Approval and Exercise of Discretion

Any City approval or consent to be given pursuant to or in connection with this Agreement is not effective or valid unless provided by the City in writing. Any City approval or consent to be granted by the City in this Agreement may, unless stated expressly otherwise, be granted or withheld in the absolute discretion of the City.

1.9 Owner's Cost

All obligations of the Owner under this Agreement will be at the Owner's sole expense.

ARTICLE 2 SECTION 219 COVENANT

2.1 Construction, Maintenance and Repair of the SRW Area

The Owner agrees, pursuant to section 219 of the Land Title Act, as a covenant in respect of the use of the Lands and annexed to and running with the Lands that:

Design

- (a) the Owner will, prior to issuance of any Permit in connection with the Lands:
 - (i) design the Works to the satisfaction of the City;
 - (ii) enter into a Servicing Agreement; and
 - (iii) deliver to the City security with respect to the Works, pursuant to the Servicing Agreement.

The Owner agrees that, notwithstanding that the Owner may be otherwise entitled, the City will not be obligated to issue any Permit for the development of the Lands or the construction of any Building, as the case may be, until the Owner has complied with this section 2.1(a);

Construction

- (b) the Owner will not apply for a Building Permit and the City will have no obligation to approve any Building Permit in connection with the Lands, unless the plans delivered in connection with the Building Permit application contain the Works consistent with the design approved through the Development Permit and the Servicing Agreement processes. As an exception to the foregoing, this section will not restrict the issuance of any permit or approval required in connection with, excavation, demolition or construction of parking structure contained entirely below the finished grade of the SRW Area;

- (c) the Owner will construct, install and complete the Works in accordance with the Permits and the Servicing Agreement and to the satisfaction of the City. Without limiting the foregoing, the Works will be constructed as necessary to maximize public safety, to the satisfaction of the City;
- (d) the Owner will comply with and abide by all laws and by-laws that apply to the SRW Area and the construction, installation and completion of the Works, including without limitation, City by-laws and provincial and federal laws, regulations and orders;

Occupancy

- (e) without limiting the Owner's obligations pursuant to the Occupancy Staging Covenant, notwithstanding that the Owner may be otherwise entitled, the Owner will not:
 - (i) apply for a Building Permit inspection permitting occupancy;
 - (ii) occupy or permit any person to occupy any portion of any Building on the Lands; or
 - (iii) use any Building on the Lands for any residential, commercial or office purposes,

and the City will not be obligated to carry out Building Permit inspection permitting occupancy, or otherwise permit occupancy or use of any Building on the Lands, unless:

- (iv) the Owner has completed the Works;
- (v) the Owner has delivered to the City, in addition to any deliverables required under the Servicing Agreement, a certificate of inspection for the Works, or an equivalent, prepared and sealed by the Owner's engineer, architect or landscape architect, as determined by the City's satisfaction, certifying that the Works have been constructed and completed in accordance with the Permits and the Servicing Agreement;
- (vi) the Owner has received the Certificate of Completion for the Works; and
- (vii) the Owner is not then in breach of any of its obligations under this Agreement or the Servicing Agreement.

Use and Maintenance

- (f) the Owner will:
- (i) unless expressly stated otherwise by the City, following the completion of the Works:
 - A. keep, repair and replace, as the case may be, the Park and Plaza Enhancement Works to the satisfaction of the City in accordance with City standards in place from time to time, and in any event to a standard that is equal or better to the standard to which the Park and Plaza Enhancement Works were initially constructed;
 - B. maintain, keep, repair and replace, as the case may be, the Permanent Encroachments, to the satisfaction of the City in accordance with City standards in place from time to time, and in any event to a standard that is equal or better to the standard to which the Permanent Encroachments were initially constructed;
 - C. maintain, keep, repair and replace, as the case may be, the Temporary Encroachments, in good repair and appearance at all times;
 - D. keep the SRW Area reasonably free of ice, snow and debris, keep the Park and Plaza Enhancement Works in good repair and appearance at all times, and if required by the City, keep the lighting lit from dusk to dawn, 365 days per year;
 - E. with the prior written consent of the City, replace the Park and Plaza Enhancement Works which cannot be kept in good repair and appearance with items of equal or better kind, value and utility;
 - F. maintain all landscaping in the SRW Area in good appearance and remove and replace all diseased, overgrown or dead plants, shrubs and trees; and
 - G. keep the SRW Area in a neat, tidy and safe condition at all times, except during repair or maintenance thereof;
 - (ii) following the completion of the Works, reimburse the City for all Causal Costs and Lost Production Costs upon receipt from the City of an invoice itemizing and substantiating such costs;
 - (iii) at all times, provide and maintain adequate support for the SRW Area (including below grade structural support), as necessary to support all uses of the SRW Area;

- (iv) not do or permit to be done any act or thing on the Lands which may interfere with, or injure the construction, maintenance, use or operation of the Works, and in particular the Owner will not:
- A. carry out blasting on or adjacent to the SRW Area;
 - B. remove support from the Works (including below grade structural support); or
 - C. permit vehicular access across the SRW Area, except as required by bylaw enforcement, emergency services and maintenance of the SRW Area,
- unless otherwise permitted from time to time, with the prior written consent of the City;
- (v) except as expressly permitted in section 2.3 and section 2.4, and except for the Works, unless the Owner receives the City's prior consent, not construct, install, place, repair, maintain, keep, replace, alter, use, deposit, store or accumulate on, over or under the SRW Area any buildings, structures, driveway crossings or improvements, or other real or personal property or inorganic material, or to cultivate, permit, plant, or grow any trees, plants, or other organic material on, over or under the SRW Area;
- (vi) not diminish or increase the depth of the ground cover over the Works without the prior consent of the City;
- (vii) from time to time and at all times upon every reasonable request, do and execute or cause to be made, done or executed all such further and other lawful acts, agreements, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the City of the right of way hereby granted and assuring to the City access to the SRW Area;
- (viii) permit the City and City Personnel, access to and egress from the SRW Area;
- (ix) not grant any easements, statutory rights of way or other grants, leases or licences over the SRW Area, or any portion thereof, without the prior consent of the City;
- (x) not do nor suffer anything which adversely affects the public use and enjoyment of the SRW Area, except as permitted or required by this Agreement;
- (xi) not alter the SRW Area, except as permitted or required by this Agreement; and

- (xii) not alter, remove, diminish or abandon the Park and Plaza Enhancement Works, without the prior written consent of the City;

Indemnification

- (g) the Owner hereby releases and will indemnify and save harmless the City and City Personnel from and against all losses and damages, costs (including, without limitation, legal costs), expenses, actions, suits, debts, accounts, claims and demands, including, without limitation, any and all claims of third parties (whether for personal injury, death, property damage or otherwise), which the City or City Personnel may suffer, incur or be put to arising out of or in connection with, directly or indirectly, or that would not or could not have occurred “but for” this Agreement, including without limitation:
- (i) the design, construction and installation activities of the Owner or its employees, agents, contractors or subcontractors on the SRW Area in connection to the Works or the Encroachments, or otherwise;
 - (ii) the withholding of any Permit, inspection, or permission to occupy or use any Building pursuant to this Agreement;
 - (iii) any breach by the Owner of any covenant or agreement contained in this Agreement;
 - (iv) the permission granted by the City with respect to the Encroachments pursuant to section 2.3 and section 2.4; and
 - (v) the rights granted to the City hereunder and the exercise thereof,

provided that such indemnity and release will not apply to the extent, if any, of gross negligence or willful misconduct of the City and/or the City Personnel. This section 2.1(g) will survive the completion of the Works and the Encroachments and/or the termination or release of this Agreement.

2.2 Air Space Subdivision

The Owner agrees, pursuant to section 219 of the Land Title Act, as a covenant in respect of the use of the Lands and annexed to and running with the Lands that the Owner will not subdivide the Lands to create one or more air space parcels (as defined in the Land Title Act) without the prior written consent of the City. As a condition of providing consent to the proposed subdivision, the City may, in its discretion, require that maintenance of the Works must be carried out by one or more of the air space parcels or remainder parcel intended for a commercial occupancy and use.

2.3 Permanent Encroachments

- (a) Subject to section 2.3(b), section 2.3(c) and section 2.3(d), the Owner may construct, install, place, repair, maintain, keep, replace, alter and use the following within the SRW Area:
- (i) a parking structure concealed below the finished grade of the SRW Area;
 - (ii) pedestrian weather protection installations, building appurtenances (including, without limitation, building projections and architectural features), provided that there is a clear distance of at least 2.5m (8.2 ft) between the finished grade of the SRW Area and the underside of the installation (or as otherwise may be permitted by the City in writing in advance); and
 - (iii) commercial signage integrated into the installations described in section 2.3(a)(ii), provided that there is a clear distance of at least 2.5m (8.2 ft) between the finished grade of the SRW Area and the underside of any integrated commercial signage (or as otherwise may be permitted by the City in writing in advance),
- (collectively, the “**Permanent Encroachments**”).
- (b) The design, construction and installation of the Permanent Encroachments must be approved pursuant to applicable City bylaws.
- (c) Without substituting or limiting any regulatory requirements, the right in section 2.3(a) is subject to the following requirements and conditions:
- (i) the Permanent Encroachments will not, in the opinion of the City, interfere with, obstruct or restrict the use of the SRW Area as a public right of way, as permitted by Article 3; and
 - (ii) the Permanent Encroachments will not, in the opinion of the City, interfere with the design, quality or landscaping of the Works.
- (d) The Owner will ensure that the Permanent Encroachments are installed, maintained and operated in the manner that preserves at all times an uninterrupted, universally accessible route for public access to and egress from public park and municipal highways adjacent to the Lands, which route will measure at least 2.0m (6ft 6inches) wide, be located between the north boundary of the SRW Area and the building face, and extend the full length (east to west) of the SRW Area.

2.4 Temporary Encroachments

- (a) Subject to section 2.4(b), section 2.4(c) and section 2.4(d), the Owner may place and use the following within the SRW Area:
- (i) movable furnishings, planters, displays and similar features (excluding sandwich boards and other commercial signage);
 - (ii) temporary food service vendors (fresh and/or prepared foods) in the form of food carts and/or knock-down units (operating independently or in coordination with fronting on-site commercial uses/units), provided that they occupy a maximum combined total area of 20.0 m² (215.3 ft²). For clarity, food carts include motorized food carts; and
 - (iii) outdoor dining and related furnishings associated with temporary food service vendors (described in section 2.4(a)(ii)) and/or fronting on-site commercial uses/units, provided that such outdoor dining is not fenced, roofed, or otherwise arranged to restrict casual or free public access through and around the area occupied by the outdoor dining. For clarity, retractable weather protection installations (e.g., patio umbrellas) are permitted,

(collectively, the “**Temporary Encroachments**”).

- (b) The design, construction and installation of the Temporary Encroachments must be approved pursuant to applicable City bylaws.
- (c) Without limiting any regulatory requirements, Temporary Encroachments will not restrict casual or free public access through and around the area occupied by the Temporary Encroachment.
- (d) The Owner will ensure that the Temporary Encroachments are placed, installed, maintained and operated in the manner that preserves at all times an uninterrupted, universally accessible route for public access to and egress from public park and municipal highways adjacent to the Lands, which route will measure at least 2.0m (6ft 6inches) wide, be located between the north boundary of the SRW Area and the building face, and extend the full length (east to west) of the SRW Area.

2.5 Owner's Default

- (a) If the Owner defaults in observing or performing any obligation under this Agreement, the Owner will rectify such default within 30 days after receipt of written notice from the City, except that if the Owner, by reason of the nature of the default, cannot in the opinion of the City, rectify such default within 30 days, the Owner will have a further reasonable period to rectify so long as the Owner proceeds promptly and diligently. If the Owner fails to rectify such default within

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the permitted time period or if the City, in case of emergency, does not consider that it has time to deliver such notice, the City may rectify the default on the Owner's behalf, although the City will be under no obligation to do so. If any default by the Owner results in the need for the Owner to take positive action to rectify such default, the Owner will take such positive action as the City considers necessary, and if the Owner fails to do so, the City may apply to court for a mandatory injunction requiring the Owner to take such action.

- (b) The Owner will pay to the City on demand the aggregate of all of the City's costs and expenses of rectifying any default of the Owner plus a sum equal to 20% of those costs and expenses on account of the City's overhead plus any other amounts the Owner may owe to the City from time to time pursuant to this Agreement. If the Owner does not pay the City within 30 days after the date the Owner receives demand from the City, the arrears will bear interest from the date of demand to the date of payment at the Prime Rate plus 3% per annum, calculated and compounded monthly not in advance.

Section 2.5 will survive the completion of the Works and/or termination or release of this Agreement.

2.6 City's Covenants

With respect to exercising the rights herein, the City agrees:

- (a) not to bury debris or rubbish of any kind in excavations or backfill on the SRW Area;
- (b) to remove any Works-related debris, equipment or materials from the SRW Area upon completion of any work by the City thereon; and
- (c) to repair any damage to the SRW Area or the Lands caused by the City or City Personnel as a result of the exercise of its rights under this Agreement.

ARTICLE 3 STATUTORY RIGHT OF WAY

3.1 Grant of Right of Way – Works

Pursuant to Section 218 of the Land Title Act, the Owner hereby grants and conveys to the City, in perpetuity, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement and statutory right of way, for the City and City Personnel at all times by day and by night, at their will and pleasure to come upon, over and under the SRW Area with workers, equipment, tools, vehicles and materials for the following purposes:

- (a) to make surveys, tests and examinations upon the SRW Area and to excavate the soil thereof;

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- (b) to construct, install, lay down, place, maintain, keep, remove, enlarge, renew, add to, repair, replace, use and have the benefit of the Works, for one or more of the following purposes:
 - (i) to provide 24-hour-a-day, universally accessible, public access, park and recreation area;
 - (ii) to provide public art;
 - (iii) to provide public access to fronting commercial, public open space and other on-site uses;
 - (iv) to convey, drain, dispose, transmit, transport, contain, control, protect or meter gas, water, sanitary sewage, storm sewage, liquid waste, geothermal or electrical energy, communication service or any other utility or service (including street lighting and water metering); and
 - (v) to provide emergency and service vehicle access route,
 - as the City may require or may deem expedient;
- (c) to cover the SRW Area with fill, soil, sand, gravel and/or pavement as may be deemed necessary and expedient by the City and City Personnel;
- (d) to disturb, demolish or remove any buildings, structures, improvements, real or personal property or organic or inorganic material, in, on or under the SRW Area if, in the opinion of the City, it may interfere with the City's rights hereunder (although the City will have no obligation to do so);
- (e) to exercise, enforce and take the benefit of such bylaws, statutes and laws as could be exercised, enforced and taken the benefit of as if the SRW Area was a City-owned or dedicated highway or park in the City of Richmond; and
- (f) to do all acts necessary or incidental to the foregoing,

to have and to hold unto the City, from and after the date that this Agreement is registered against the Lands in the Land Title Office unless and until terminated by the City in accordance with the provisions of this Agreement.

3.2 Grant of Right of Way – Public Access

Pursuant to Section 218 of the Land Title Act, the Owner hereby grants and conveys to the City, in perpetuity, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement and statutory right of way, for the City at all times by day and by night, subject to traffic regulations, to permit all members of the public at their will and pleasure to:

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- (a) enter, labour, go, be, return, pass and re-pass over, along and across the SRW Area on foot or by handcart, wheelchair, scooter, bicycle, roller skates, in-line rollerblades, skateboards and other similar modes of conveyance as if the SRW Area was a City-owned or dedicated highway or park in the City of Richmond, but not with vehicles;
- (b) use the Park and Plaza Enhancement Works for their intended purposes, including pedestrian and bicycle circulation, recreation and public gatherings;
- (c) view and enjoy public art located in the SRW Area from time to time; and
- (d) do all acts necessary or incidental to the foregoing,

to have and to hold unto the City, from and after the date that this Agreement is registered against the Lands in the Land Title Office unless and until terminated by the City in accordance with the provisions of this Agreement.

Without limiting the rights granted herein, it is anticipated that public access through the SRW Area will be as follows:

- (e) the public may have 24-hour-a-day (365 days per year) pedestrian and bicycle access to and through the SRW Area and use of the SRW Area as a City plaza, park and access route; and
- (f) the public may have 24-hour-a-day (365 days per year) pedestrian and bicycle access to and through the SRW Area for the purpose of access to and egress from residential, commercial, public open space and other uses in the area.

The City may withdraw and reinstate such permission to the public from time to time as the City considers necessary. The City will not give permission to the public until the Park and Plaza Enhancement Works have been completed.

3.3 Limits on Use of SRW Area

- (a) The Owner will not close or interfere with the SRW Area, except as follows:
 - (i) in the case of an actual or a reasonably perceived emergency;
 - (ii) as reasonably necessary to maintain the Park and Plaza Enhancement Works, Encroachments or Buildings fronting the Works,
 provided that:
 - (iii) the closure is temporary;
 - (iv) the closure has been approved by the City in writing in advance (except in the case of emergency when no notice is required);

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- (v) adequate public access through the SRW Area, or as may otherwise be approved by the City, is maintained during the closure; and
 - (vi) without limiting section 3.3(a)(v), an uninterrupted, universally accessible route for public access to and egress from public park and municipal highways adjacent to the Lands is maintained, measuring at least 2.0m (6ft 6inches) wide, located between the north boundary of the SRW Area and the building face, and extending the full length (east to west) of the SRW Area, unless otherwise permitted in writing in advance by the City.
- (b) No breach of this Agreement by the City will entitle the Owner to terminate this Agreement or any part of this Agreement, or entitle the Owner to close or interfere with the SRW Area, whether on a temporary basis or otherwise.
- (c) The Owner will not:
- (i) gate, fence or otherwise block the SRW Area;
 - (ii) limit the hours of public access to the SRW Area;
 - (iii) charge fees for public access in the SRW Area;
 - (iv) identify the SRW Area as private space; or
 - (v) evict any person from the SRW Area, or prohibit any person from using the SRW Area, except as reasonably necessary in connection with sections 3.4(a) or 3.4(d).
- (d) Notwithstanding anything contained in this Agreement, the Owner and those claiming authority through the Owner, and their respective agents may, acting reasonably and without using force, bar entry to or eject from the SRW Area any person who:
- (i) presents an apparent threat to the safety of others or to the security of any landscaping or any improvements on the SRW Area or the Lands; or
 - (ii) acts in a disorderly manner, appears intoxicated by alcohol or drugs or commits or appears to commit an illegal act.

3.4 No Derogation from Occupier's Liability

The Owner covenants and agrees that the grant of the rights of way contained in this Article 3 will not abrogate or detract from the liabilities and obligations of the Owner as the occupier of the Lands. The Owner will be fully responsible for obtaining and maintaining all commercial liability and property insurance in connection with the SRW Area and the use thereof that a reasonable person would in similar circumstances in the Province of British Columbia (Metro Vancouver area).

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3.5 Ownership of Works

Unless otherwise expressly contemplated in the Servicing Agreement, and subject to the restrictions and obligations in section 2.1, the Park and Plaza Expansion Works initially constructed as part of the Development pursuant to this Agreement will be the property of the Owner. Utility Works and any future Works that the City may install or construct in the SRW Area pursuant to this Agreement will be the property of the City.

3.6 Discharge of the Right of Way

All the rights, privileges, easements and statutory rights of way hereby granted will exist and continue in perpetuity unless discharged by the City and the City will have the right unilaterally to do so, and in such case the City will execute a registrable discharge for removal of this Agreement from title to the Lands.

ARTICLE 4 MISCELLANEOUS

4.1 Rent Charge

The Owner hereby grants to the City a rent charge over the Lands pursuant to Section 219(6) of the Land Title Act, and at common law, securing payment by the Owner to the City of any amount payable by or on behalf of the Owner pursuant to this Agreement (including, without limitation, the default and indemnity sections of this Agreement). The Owner agrees that the City, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale of the Lands, by proceedings for the appointment of a receiver, or any other method available to the City at law or in equity.

4.2 Runs with the Lands

The interest in lands including all covenants, charges and rights of way, as the case may be, contained in this Agreement will, unless discharged in accordance with this Agreement, run with and bind the Lands in perpetuity.

4.3 Subdivision

If the Owner subdivides all or any part of the Lands, the interests in land, including all covenants, charges and rights of way, as the case may be, contained in this Agreement will charge only that portion of the Lands which contains the SRW Area or any portion thereof. If the Lands are subdivided by strata plan, the SRW Area will be located wholly on common property (but for certainty, the covenants granted herein will be registered as a charge against title to all strata lots created by the strata plan) and will not be subject to any limited common property designation.

4.4 Strata Titles

If the Lands, or any portion of the Lands, are subdivided by way of strata plan:

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- (a) this Agreement will charge each strata lot and will be noted on the common property sheet of the strata corporation, with the exception of the Statutory Rights of Way granted herein which will charge only the parcel(s) containing the SRW Area;
- (b) the strata corporation so created will be, at its cost, responsible for the performance and observance of the Owner's covenants and obligations in this Agreement; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants and obligations in this Agreement will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan and will be treated as a common expense.

4.5 No Liability

The parties agree that neither the Owner, nor any successor in title to the Lands, or portions thereof, will be liable for breaches of or non-observance or non-performance of covenants contained in this Agreement occurring after the date that the Owner or its successor in title, as the case may be, ceases to be the registered or beneficial owner of the Lands; provided, however, the Owner or its successors in title, as the case may be, will remain liable after ceasing to be the registered or beneficial owner of the Lands for all breaches of and non-observance and non-performance of covenants in this Agreement if the breach, non-observance or non-performance occurred prior to the Owner or any successor in title, as the case may be, ceased to be the registered or beneficial owner of the Lands.

4.6 Assignment of Rights

The City may assign or license all or any part of this Agreement or any or all of the City's rights under this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing public facilities, services or utilities.

4.7 Severability

If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect and, in such case, the parties hereto will agree upon an amendment to be made to the section, subsection, sentence, clause or phrase previously found to be invalid and will do or cause to be done all acts reasonably necessary in order to amend this Agreement so as to reflect its original spirit and intent.

4.8 Priority

The Owner agrees to cause the registrable interests in land granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

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Minoru Corner Plaza Expansion Works Covenant and SRW (contains Rent Charge)
Owner build/Owner maintain
Address: 5740, 5760, and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Considerations No. 3.4
Development Permit Consideration No. 3.1

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) contained in any undersurface reservations registered against title to the Lands;
- (c) registered in favour of the City; or
- (d) which the City has determined may rank in priority to the registrable interests in land granted pursuant to this Agreement.

4.9 No Fettering and No Derogation

Nothing contained or implied in this Agreement will fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement will 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.

4.10 Equitable Relief

The Owner covenants and agrees that in addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement. The Owner acknowledges and agrees that no failure or delay on the part of the City to exercise any right under this Agreement will operate as a waiver by the City of such right.

4.11 No Waiver

The Owner and the City acknowledge and agree that no failure on the part of either party hereto to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by either party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies in this Agreement provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for either party in this Agreement will be deemed to be in addition to and not, except as expressly stated in this Agreement, restrictive of the remedies of either party hereto at law or in equity.

4.12 Notice

Any notice or communication required or permitted to be given pursuant to this Agreement will be in writing and delivered by hand or sent by prepaid mail or facsimile to the party to which it is to be given as follows:

- (a) to the City:

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

Attention: City Clerk
Fax: 604 276-5139

with a copy to the General Manager, Engineering and Public Works and the City Solicitor

- (b) to the Owner, to the address as set out on the title for the Lands,

or to such other address or fax number as any party may in writing advise. Any notice or communication will be deemed to have been given when delivered, if delivered by hand, two business days following mailing if sent by prepaid mail, and on the following business day after transmission if sent by facsimile.

4.13 Further Acts

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

4.14 Enurement

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

4.15 Joint and Several

If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner will be joint and several.

4.16 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

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Minoru Corner Plaza Expansion Works Covenant and SRW (contains Rent Charge)
Owner build/Owner maintain
Address: 5740, 5760, and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Considerations No. 3.4
Development Permit Consideration No. 3.1

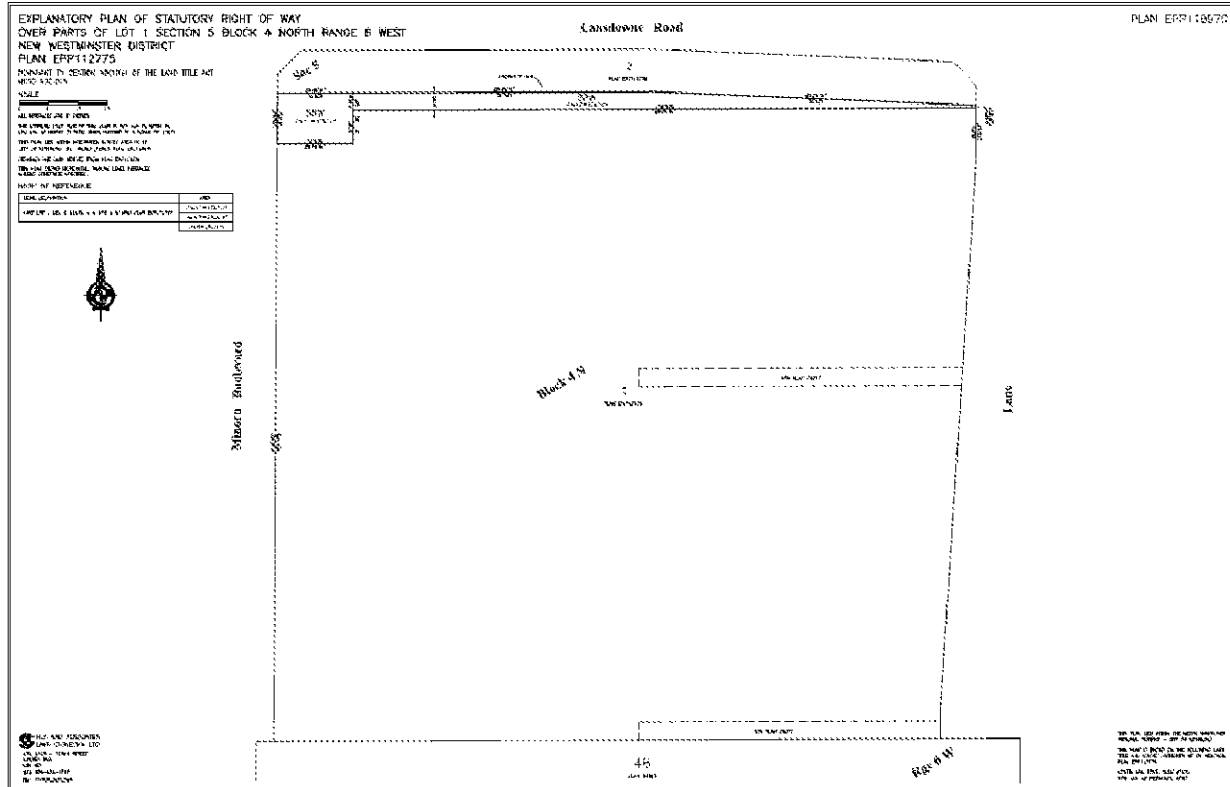
IN WITNESS WHEREOF the parties have executed this Agreement on the General Instrument
– Part 1 which is part hereof.

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{00720253; 7 }

Minoru Corner Plaza Expansion Works Covenant and SRW (contains Rent Charge)
Owner build/Owner maintain
Address: 5740, 5760, and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Considerations No. 3.4
Development Permit Consideration No. 3.1

SCHEDULE "A"

SRW Area



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Minoru Corner Plaza Expansion Works Covenant and SRW (contains Rent Charge)
 Owner build/Owner maintain
 Address: 5740, 5760, and 5800 Minoru Boulevard
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 Development Permit Consideration No. 3.1

PRIORITY AGREEMENT

KINGSETT MORTGAGE CORPORATION (the "Chargeholder") is the holder of mortgages and assignments of rents encumbering the Lands which mortgages and assignments of rents are registered in the Lower Mainland LTO under numbers CA9469145, CA9469146 and CA9774692 (the "Bank Charges").

The Chargeholder, being the holder of the Bank Charges, by signing the Form C General Instrument attached hereto as Part I, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of the Statutory Rights of Way, Section 219 Covenants and Rent Charge (the "City Charges") and hereby covenants that the City Charges will bind the Bank Charges in the Lands and will rank in priority upon the Lands over the Bank Charges as if the City Charges had been registered prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

END OF DOCUMENT

11285009.1
{00720253; 7 }

Minoru Corner Plaza Expansion Works Covenant and SRW (contains Rent Charge)
Owner build/Owner maintain
Address: 5740, 5760, and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Considerations No. 3.4
Development Permit Consideration No. 3.1



Land Title Act
Charge
 General Instrument - Part 1

NEW WESTMINSTER LAND TITLE OFFICE
 MAR 14 2022 15:19:45.019
CA9783049-CA9783052

1. Application

Corinne Hospes, Paralegal
Richards Buell Sutton LLP, Barristers & Solicitors
700 - 401 West Georgia Street
Vancouver BC V6B 5A1
604.661.9294

File No.: 53446-0003
 Affordable Housing Building Covenant & Rent Charge

2. Description of Land

PID/Plan Number	Legal Description
EPP112775	LOT 1 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 112775

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Article 2.1
RENT CHARGE		Article 5.5
PRIORITY AGREEMENT		Granting the Covenant herein priority over Mortgages Nos. CA9469145 and CA9774692 and Assignment of Rents No. CA9469146
PRIORITY AGREEMENT		Granting the Rent Charge herein priority over Mortgages Nos. CA9469145 and CA9774692 and Assignment of Rents No. CA9469146

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

MINORU VIEW HOMES LTD., NO.BC1139237
KINGSETT MORTGAGE CORPORATION (AS TO GRANT OF PRIORITY ONLY), NO.A0081500

6. Transferee(s)

CITY OF RICHMOND
 6911 NO. 3 ROAD
 RICHMOND BC V6Y 2C1

7. Additional or Modified Terms



Land Title Act
Charge
General Instrument - Part 1

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 Signature(s)

Ryan M. Klassen
Barrister & Solicitor
Richards Buell Sutton LLP
700 - 401 West Georgia Street
Vancouver BC V6B 5A1

YYYY-MM-DD
2022-03-09

MINORU VIEW HOMES LTD.
By their Authorized Signatory

Daljit Thind

Telephone: 604.682.3664

(as to the signature of Daljit Thind)

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 Signature(s)

David Vernon
Barrister & Solicitor
3700 - 40 King Street West
Toronto ON M5H 3Y2

YYYY-MM-DD
2022-03-09

KINGSETT MORTGAGE CORPORATION
By their Authorized Signatory

Tanya Lee, Executive Director,
Mortgage Operations

Bryan Salazar, Managing Director,
Mortgage Underwriting & Funding

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

CITY OF RICHMOND

By their Authorized Signatory

2022-03-09

MALCOLM D. BRODIE, Mayor

LISA D. HOBMAN
Barrister & Solicitor
City of Richmond
6911 No. 3 Road
Richmond BC V6Y 2C1

(as to the signature of Claudia Jesson)

CLAUDIA JESSON, 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.

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.

Ryan Matthew Klassen 8DHM5R

Digitally signed by Ryan Matthew Klassen 8DHM5R
Date: 2022-03-14 11:09:02 -07:00

TERMS OF INSTRUMENT – PART 2**AFFORDABLE HOUSING BUILDING COVENANT
(Section 219 Land Title Act)**

THIS AGREEMENT is dated for reference March 9, 2022,

BETWEEN:

MINORU VIEW HOMES LTD., INC. NO. BC1139237, a corporation duly incorporated under the laws of the Province of British Columbia and having its registered office at #700 – 4211 Kingsway, Burnaby, BC V5H 1Z6
(the "**Owner**")

AND:

CITY OF RICHMOND, a municipal corporation pursuant to the Local Government Act and having its offices at 6911 No. 3 Road, Richmond, British Columbia, V6Y 2C1

(the "**City**")

WHEREAS:

- A. The Owner is the registered owner of the Lands;
- B. The Owner has applied to the City to rezone the Lands to permit the development and construction of a mixed-use commercial, office and residential development (the "**Development**") on the Lands;
- C. In connection with the Owner's application to rezone the Lands pursuant to Rezoning Application No. RZ 18-807640 and pursuant to Development Permit Application No. DP 19-881156, the Owner has agreed to grant to the City the Section 219 Covenant herein to provide for affordable housing on the Lands on the terms and conditions set out in this Agreement; and
- D. Section 219 of the Land Title Act, Chapter 250, R.S.B.C. 1996, allows the registration of a covenant in favour of a municipality in respect of the use of land or the use of a Building on or to be erected on land and that land is or is not to be subdivided or built on except in accordance with the covenant.

NOW THEREFORE in consideration of the matters referred to in the foregoing recitals, the

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Covenant & Rent Charge – Affordable Housing Building
5740, 5760 and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Consideration No. 12.1
Development Permit Consideration No. 3.2

covenants and agreements herein contained and the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), pursuant to Section 219 of the Land Title Act, the parties hereto hereby covenant and agree as follows:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, the following words have the following meanings:

- (a) **“Affordable Housing Building”** means a stand-alone building fronting a municipal highway along the east frontage of the Lands, forming an integral part of the Development, designed and built to contain all of the Affordable Housing Units, the Affordable Housing Indoor Amenity, the Affordable Housing Outdoor Amenity, and the Affordable Non-Profit Social Service Agency Replacement Space;
- (b) **“Affordable Housing Bicycle Facilities”** means, collectively: (i) the Affordable Housing Bicycle Parking, designated for the exclusive use of the occupants of the Affordable Housing Units; and (ii) one Residential Bicycle Maintenance and Repair Facility, designated for the shared use of the occupants of the Affordable Housing Units and the occupants of the market residential dwelling units on the Lands, all as determined to the satisfaction of the City through the Development Permit process, as more particularly contemplated in the Affordable Housing Bicycle Facilities Covenant;
- (c) **“Affordable Housing Bicycle Facilities Covenant”** means a covenant pursuant to section 219 of the Land Title Act, for the benefit of the City, registered on title to the Lands concurrently with this Agreement, with respect to the design, construction, maintenance and use of the Affordable Housing Bicycle Facilities;
- (d) **“Affordable Housing Bicycle Parking”** means ‘Class 1’ Bicycle Parking designated for the exclusive use of Affordable Housing Occupants through the Development Permit process;
- (e) **“Affordable Housing Exclusive Facilities”** means, collectively, such parts of the Development as are designated through the Development Permit process for the exclusive use of the occupants of the Affordable Housing Units, including:
 - (i) the Affordable Housing Building, including: the Affordable Housing Units, the Affordable Housing Indoor Amenity, the Affordable Housing Outdoor Amenity, and excluding: the Affordable Non-Profit Social Service Agency Replacement Space and the second-floor and ground-floor

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Covenant & Rent Charge – Affordable Housing Building
5740, 5760 and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Consideration No. 12.1
Development Permit Consideration No. 3.2

lobbies shared by the occupants of the Affordable Housing Units and the Affordable Non-Profit Social Service Agency Replacement Space;

- (ii) the Affordable Housing Parking Facilities, complete with electric vehicle charging infrastructure required pursuant to the Electric Vehicle Charging Equipment Covenant;
 - (iii) two (2) of the Residential Visitor Parking Spaces designated under the Residential Visitor Parking Covenant for the use of the visitors to the Affordable Housing Units;
 - (iv) the Affordable Housing Bicycle Parking;
 - (v) the Affordable Housing Waste Management Room; and
 - (vi) such other areas designated through the Development Permit process for the exclusive use by the occupants of the Affordable Housing Units (whether located within or outside the Affordable Housing Building); and
- (f) **“Affordable Housing Indoor Amenity”** means an indoor area within the Affordable Housing Building, in the location and configuration satisfactory to the City, as approved through the Development Permit process, measuring at least 153.6 m² (1,654.0 ft²), including:
- (i) at least 9.3 m² (100 ft²) for the use of a non-profit housing operator, to be located at the ground floor (level 1) of the Affordable Housing Building; and
 - (ii) at least 144.3 m² (1,554.0 ft²) as recreational space, including lounge, multi-purpose rooms and kitchenette and at least 9.3 m² (100 ft²) for the use of a non-profit housing operator, to be located at level 3 of the Affordable Housing Building,
- all contained in that portion of the Affordable Housing Building designated in the Development Permit for the exclusive use of occupants of the Affordable Housing Units, as more particularly contemplated in the Residential Amenity Covenant;
- (g) **“Affordable Housing Outdoor Amenity”** means an outdoor area (such as a landscaped patio) to be located at level 9 of the Affordable Housing Building, in the location and configuration satisfactory to the City, as approved through the Development Permit process, measuring at least 57m² (613.5 ft²), contained in that portion of the Affordable Housing Building designed in the Development Permit for the exclusive use of occupants of the Affordable Housing Units, as more particularly contemplated in the Residential Amenity Covenant;

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Covenant & Rent Charge – Affordable Housing Building
5740, 5760 and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
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Development Permit Consideration No. 3.2

- (h) **“Affordable Housing Parking Space”** means any Parking Space on the Lands designated for the exclusive use of the occupants of the Affordable Housing Units;
- (i) **“Affordable Housing Shared Facilities”** means, collectively, such parts of the Development as are designated through the Development Permit process for shared use of the occupants of the Affordable Housing Units and one or more other uses in the Development, including:
- (i) lobbies and access and egress routes shared by all occupants and users of the Affordable Housing Building, including the second-floor and ground-floor lobbies shared by the occupants of the Affordable Housing Units and the Affordable Non-Profit Social Service Agency Replacement Space;
 - (ii) driveways, access and egress routes (vehicular and pedestrian), utility and service connections shared by the Affordable Housing Building with one or more other uses in the Development, if any;
 - (iii) Common Indoor Amenity;
 - (iv) Common Outdoor Amenity;
 - (v) Residential Bicycle Maintenance and Repair Facility; and
 - (vi) Shared Truck Loading Spaces;
- (j) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (k) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units designated for the purposes of the Housing Agreement to be used as rental units to Eligible Tenants (as defined in the Housing Agreement) at Permitted Rent (as defined in the Housing Agreement), and includes all Dwelling Units located in the Affordable Housing Building;
- (l) **“Affordable Housing Waste Management Room”** means a waste disposal and holding area designated through the Development Permit process for the exclusive use of the occupants of the Affordable Housing Units. For clarity, the Affordable Housing Waste Management Room will be distinct from the Shared Waste Management Loading Space;
- (m) **“Affordable Non-Profit Social Service Agency Accommodation Measures Covenant”** means the covenant pursuant to section 219 of the Land Title Act, in

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Covenant & Rent Charge – Affordable Housing Building
 5740, 5760 and 5800 Minoru Boulevard
 Applications No. RZ 18-807640 and No. DP 19-881156
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favour of the City, registered on title to the Lands concurrently with this Agreement, with respect to the design, construction and use of the Affordable Non-Profit Social Service Agency Replacement Space;

- (n) **“Affordable Non-Profit Social Service Agency Replacement Space”** means the portion of the Development comprising the entirety of the second floor of the Affordable Housing Building, designed and built to accommodate one or more non-profit social service agency tenants, and ancillary uses, which space shares the use of ground-floor and second-floor lobbies with the occupants of the Affordable Housing Units. The design and use of the Affordable Non-Profit Social Service Agency Replacement Space is more particularly described in the Affordable Non-Profit Social Service Agency Accommodation Measures Covenant;
- (o) **“Agreement” or “this Agreement”** means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement;
- (p) **“Air Space Parcel”** has the meaning ascribed to it in the Land Title Act, being 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;
- (q) **“Air Space Plan”** has the meaning ascribed to it in the Land Title Act, being a plan that:
 - (i) is described in the title to it as an air space plan;
 - (ii) shown on it one or more air space parcels consisting or including air space; and
 - (iii) complies with the requirements of section 144 of the Land Title Act;
- (r) **“ASP1”** has the meaning set out in section 2.1 (intended to contain all of the Affordable Housing Building except the Affordable Non-Profit Social Service Agency Replacement Space);
- (s) **“ASP2”** has the meaning set out in section 2.1 (intended to contain the Affordable Non-Profit Social Service Agency Replacement Space);
- (t) **“Basic Universal Housing Features”** has the meaning set out in the Zoning Bylaw, being: the set of permanent building features designed, built, installed or affixed in accordance with the Zoning Bylaw to facilitate universal access to and the use of a dwelling unit, including access and use by a person with a physical disability;

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Covenant & Rent Charge – Affordable Housing Building
5740, 5760 and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
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Development Permit Consideration No. 3.2

- (u) **“Bicycle Maintenance and Repair Facility”** means a facility containing bicycle maintenance and repair equipment, including at minimum a bicycle repair stand with tools, a foot pump and a faucet, hose and drain for bicycle washing;
- (v) **“Building”** means:
 - (i) if the Lands are not Subdivided by an Air Space Plan to create any Air Space Parcels, any building to be constructed on the Lands or any portion thereof pursuant to a Permit; and
 - (ii) if the Lands are Subdivided by an Air Space Plan to create one or more Air Space Parcels and a remainder parcel:
 - (A) each Air Space Parcel into which the Lands may be Subdivided, notwithstanding that such Air Space Parcel may be contiguous with another Air Space Parcel or the remainder parcel; and
 - (B) the remainder parcel;
- (w) **“Building Permit”** means the building permit authorizing construction on Lands or any portion(s) thereof;
- (x) **“Business Day”** means a day which is not a Saturday, Sunday or statutory holiday (as defined in the Employment Standards Act (British Columbia)) in British Columbia;
- (y) **“CCAP”** means the City of Richmond City Centre Area Plan, Bylaw 7100, Schedule 2.10, forming part of the OCP, as may be amended or replaced from time to time;
- (z) **“City”** and **“City of Richmond”**, being the Transferee described in Item 6 of the Land Title Act Form C constituting Part 1 of this Agreement, 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;
- (aa) **“City Personnel”** means the City’s officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates;
- (bb) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (cc) **“Class 1’ Bicycle Parking”** means enclosed rooms, compounds, or other facilities, as determined through the Development Permit process, within any Building on the Lands, providing storage for bicycles in accordance with the

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Covenant & Rent Charge – Affordable Housing Building
 5740, 5760 and 5800 Minoru Boulevard
 Applications No. RZ 18-807640 and No. DP 19-881156
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Zoning Bylaw requirements for “Class 1” bicycle parking, as defined in the Zoning Bylaw;

- (dd) **“Common Indoor Amenity”** means an indoor area of the Development, in the location and configuration satisfactory to the City, measuring at least 484.00 m² (5,210.00 ft²), as approved through the Development Permit process, intended for the shared use of the occupants of the Affordable Housing Units and occupants of market residential dwelling units in the Development, as more particularly contemplated in the Residential Amenity Covenant. For greater certainty, the Common Indoor Amenity does not include any indoor amenity areas designated through the Development Permit process for the exclusive use of market residential dwelling units and does not include the Affordable Housing Indoor Amenity;
- (ee) **“Common Outdoor Amenity”** means an outdoor amenity space in the Development, having a minimum combined total area of 2,977.0 m² (32,044.2 ft²), including at least 746 m² (8,029.9 ft²) of children’s play space, as approved through the Development Permit process, intended for the shared use of the occupants of the Affordable Housing Units and occupants of market residential dwelling units in the Development, as more particularly contemplated in the Residential Amenity Covenant. For greater certainty, the Common Outdoor Amenity does not include any outdoor amenity areas designated through the Development Permit process for the exclusive use of market residential dwelling units and does not include the Affordable Housing Outdoor Amenity;
- (ff) **“CPI”** means the All-Items Consumer Price Index for Canada published from time to time by Statistics Canada, or its successor in function;
- (gg) **“Daily Amount”** means \$100.00 per day as of January 1, 2022, adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2022, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 5.4 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year will be final and conclusive;
- (hh) **“Development”** has the meaning given in Recital B;
- (ii) **“Development Permit”** means Development Permit authorizing development of the Lands, or any portion(s) thereof;
- (jj) **“Director, Building Approvals”** means the person appointed as the Director of Building Approvals for the City and his or her designate;

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Covenant & Rent Charge – Affordable Housing Building
5740, 5760 and 5800 Minoru Boulevard
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Development Permit Consideration No. 3.2

- (kk) **“Director, Community Social Development”** means the individual appointed to be the Director, Community Social Development from time to time of the Community Social Development Department of the City and his or her designate;
- (ll) **“Director, Development”** means the individual appointed to be the Director of Development of the Development Applications Department of the Planning and Development Division of the City and his or her designate;
- (mm) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a Building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (nn) **“Electric Vehicle Charging Equipment Covenant”** means a covenant pursuant to section 219 of the Land Title Act, in favour of the City, registered against title to the Lands in respect to the Development concurrently with this Agreement, setting out the requirements for electric vehicle charging infrastructure in the Development;
- (oo) **“Housing Agreement”** means the agreements, covenants, options and charges granted by the Owner to the City pursuant to the housing agreement(s) granted by the Owner to the City pursuant to Section 483 of the Local Government Act and noted or to be noted on the title to the Lands;
- (pp) **“Interpretation Act”** means the Interpretation Act, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (qq) **“Lands”** means the land and premises described in item 2 of the Land Title Act Form C constituting Part 1 of this Agreement, as may be Subdivided from time to time;
- (rr) **“Land Title Act”** means the Land Title Act, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (ss) **“Local Government Act”** means the Local Government Act, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (tt) **“LTO”** means the Lower Mainland Land Title Office or its successor;
- (uu) **“Market Residential Bicycle Facilities Covenant”** means a covenant pursuant to section 219 of the Land Title Act, in favour of the City, registered against title to the Lands in respect to the Development concurrently with this Agreement, setting out the requirements for bicycle facilities for the occupants of the market

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Covenant & Rent Charge – Affordable Housing Building
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residential dwelling units on the Lands, including the requirements for the Residential Bicycle Maintenance and Repair Facility;

- (vv) **“Non-Profit Organization”** means a non-profit organization acceptable to the City which has as one of its prime objectives the operation of affordable housing within the Province of British Columbia;
- (ww) **“Notice of Default”** has the meaning set out in section 5.1;
- (xx) **“OCP”** means the City of Richmond Official Community Plan Bylaw No. 9000, comprised of Schedule 1 and Schedule 2 Bylaw 7100 and 9000, all as may be amended or replaced from time to time;
- (yy) **“Occupancy Staging Covenant”** means a covenant pursuant to section 219 of the Land Title Act, in favour of the City, registered against title to the Lands in respect to the Development concurrently with this Agreement, setting out the requirements of occupancy of each stage of the Development;
- (zz) **“Owner”** means the Transferor described in item 5 of the Land Title Act Form C constituting Part 1 of this Agreement, and any subsequent owner of the Lands or of any part into which the Lands or any portion thereof are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time, as the context may require;
- (aaa) **“Parking Space”** means any space on the Lands designated as a parking space for Vehicles;
- (bbb) **“Prime Rate”** means the rate of interest equal to the floating interest rate established from time to time by the Scotiabank, 6300 No. 3 Road, Richmond, British Columbia, as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Scotiabank as its prime rate;
- (ccc) **“Real Estate Development Marketing Act”** means the Real Estate Development Marketing Act, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (ddd) **“Residential Amenity Covenant”** means a covenant pursuant to section 219 of the Land Title Act, in favour of the City, registered on title to the Lands concurrently with this Agreement, with respect to the design, construction and use of Common Indoor Amenity, Common Outdoor Amenity, Affordable Housing Indoor Amenity, Affordable Housing Outdoor Amenity and other indoor and outdoor amenity spaces included in the Development;

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- (eee) **“Residential Bicycle Maintenance and Repair Facility”** means one Bicycle Maintenance and Repair Facility designated for the shared use of the occupants of the Affordable Housing Units and the occupants of market residential dwelling units on the Lands, as more particularly set out in the Affordable Housing Bicycle Facilities Covenant and the Market Residential Bicycle Facilities Covenant;
- (fff) **“Residential Tenancy Act”** means the Residential Tenancy Act, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (ggg) **“Residential Visitor Parking Covenant”** means a covenant pursuant to section 219 of the Land Title Act, in favour of the City, registered on title to the Lands concurrently with this Agreement, with respect to the design, construction, operation and use of the Residential Visitor Parking Spaces;
- (hhh) **“Residential Visitors Parking Spaces”** means eight (8) Parking Spaces designated for the use of residential visitors to the Development, such that: 2 (two) Parking Spaces shall be designated for each of the three market residential towers for the exclusive use of residential visitors to the respective tower (i.e. 6 in total), and two (2) Parking Spaces shall be designated exclusively for residential visitors to the Affordable Housing Building (other than the Affordable Non-Profit Social Service Agency Replacement Space), all as more particularly contemplated in the Residential Visitor Parking Covenant;
- (iii) **“Shared Truck Loading Spaces”** means the loading spaces the use of which is shared by the occupants of the Development in accordance with the Shared Truck Loading Covenant, including the Shared Waste Management Loading Space;
- (jjj) **“Shared Truck Loading Covenant”** means a covenant pursuant to section 219 of the Land Title Act, in favour of the City, registered against title to the Lands concurrently with this Agreement, setting out the requirements for the shared use of loading spaces in the Development;
- (kkk) **“Shared Waste Management Loading Space”** means an over-sized loading space for the use of waste management vehicles for the shared use of all uses in the Development in accordance with the Shared Truck Loading Covenant;
- (lll) **“strata corporation”** has the meaning given in the Strata Property Act;
- (mmm) **“Strata Property Act”** means Strata Property Act, S.B.C. 1998, Chapter 43 together with all amendments thereto and replacements thereof;
- (nnn) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or any portion thereof, or the ownership or right to possession or occupation of the Lands, or any portion thereof, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the

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Land Title Act, the Strata Property Act, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the Real Estate Development Marketing Act;

- (ooo) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (ppp) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement;
- (qqq) **“Vehicle”** means a vehicle as defined in the Motor Vehicle Act, S.B.C. 1996, Chapter 318 (together with all amendments thereto and replacements thereof), or a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks or a motor assisted cycle, or such other meaning as may be assigned under the Zoning Bylaw; and
- (rrr) **“Zoning Bylaw”** means Richmond Zoning Bylaw 8500, as may be amended or replaced from time to time.

1.2 In this Agreement:

- (a) words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, and vice versa;
- (b) the division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;

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- (f) the provisions of Section 25 of the Interpretation Act with respect to the calculation of time apply;
- (g) all provisions are to be interpreted as always speaking;
- (h) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers;
- (i) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (j) the word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as "without limitation", "but not limited to" or words of similar import) is used with reference thereto; and
- (k) any interest in land created hereby, as being found in certain Articles, sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:
 - (i) which define the terms used herein;
 - (ii) which deal with the interpretation of this Agreement; and
 - (iii) which are otherwise of general application.

1.3 The obligations of the Owner to the City in this Agreement are in addition to and not in substitution of the obligations of the Owner to the City set out in the Housing Agreement. In the event that there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Housing Agreement, the terms and conditions of this Agreement will prevail.

1.4 All obligations of the Owner under this Agreement will be at the cost of the Owner.

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

- (a) Schedule A: specifications for the Affordable Housing Building
- (b) Schedule B: Affordable Housing Units (table)
- (c) Schedule C: Affordable Housing Parking Requirements (table)

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- (d) Schedule D: plans showing the location and configuration of Affordable Housing Units and the ground level lobby, the Affordable Housing Parking Spaces, the Affordable Housing Indoor Amenity, the Affordable Housing Outdoor Amenity, the Affordable Housing Waste Management Room and the Shared Waste Management Loading Space

ARTICLE 2

USE OF THE LANDS AND CONSTRUCTION OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner covenants and agrees with the City, as a covenant in favour of the City pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Owner that the provisions hereof be annexed to, and run with and be a charge on title to the Lands that:

Construction

- (a) the Lands will not be developed and no Building or structure will be constructed or used on the Lands unless as part of the development, construction or use of any such Building or structure on the Lands the Owner also designs and constructs to completion, to the satisfaction of the City, the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities;
- (b) the Owner will construct the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities, together with all related ancillary uses and landscaping, to a turnkey level of finish, to the satisfaction of the City and in accordance with the design approved by the Director, Community Social Development and Director, Development;
- (c) without limiting section 2.1(b), the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities will be configured and constructed in accordance with any Development Permit issued by the City in connection with the Lands and the Development, any rezoning considerations applicable to the Development on the Lands, and this Agreement, including the specifications and plans set out at Schedule A, Schedule B, Schedule C and Schedule D;
- (d) with respect to the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities, the Owner will meet or exceed the construction standards as specified by the British Columbia Building Code, other applicable laws, City bylaws and any required Building Permits issued by the City in respect of development on the Lands;
- (e) the Owner will construct the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities, including all dwelling units, all common areas, and all related uses and spaces on the Lands, to be accessible to persons with disabilities in compliance with the British Columbia Building Code, or as

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otherwise determined to the satisfaction of the Director, Community Social Development and the Director, Building Approvals;

Specifications and Features

- (f) the Lands and the Development will be designed, built and used as necessary to satisfy the following requirements:
- (i) all Dwelling Units in the Affordable Housing Building will be Affordable Housing Units;
 - (ii) there will be at minimum 88 Affordable Housing Units in the Development, all of which will be contained within the Affordable Housing Building (excluding the Affordable Non-Profit Social Service Agency Replacement Space), the size, type, mix and configuration of which Affordable Housing Units will be in accordance with Schedule A, Schedule B, Schedule C and Schedule D;
 - (iii) the occupants of the Affordable Housing Units will have the exclusive use of, at minimum 60 Affordable Housing Parking Spaces, which Affordable Housing Parking Spaces will be configured in accordance with Schedule A, Schedule B, Schedule C and Schedule D);
 - (iv) the occupants of the Affordable Housing Units will have the exclusive use of two (2) of the Residential Visitor Parking Spaces, as more particularly contemplated in the Residential Visitor Parking Covenant;
 - (v) the occupants of the Affordable Housing Units will have the shared use with other residential occupants in the Development of the Shared Truck Loading Spaces, as more particularly contemplated in the Shared Truck Loading Covenant;
 - (vi) the occupants of the Affordable Housing Units will have the exclusive use of the Affordable Housing Bicycle Parking, as more particularly contemplated in the Affordable Housing Bicycle Facilities Covenant;
 - (vii) the occupants of the Affordable Housing Units will have the shared use with other residential occupants in the Development of the Residential Bicycle Maintenance and Repair Facility, as more particularly contemplated in the Affordable Housing Bicycle Facilities Covenant and the Market Residential Bicycle Facilities Covenant;
 - (viii) the occupants of the Affordable Housing Units will have the exclusive use of the Affordable Housing Waste Disposal Room, and the shared use (in common with other uses in the Development) of the Shared Waste

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Management Loading Space (as more particularly contemplated in the Shared Truck Loading Covenant);

- (ix) the occupants of the Affordable Housing Units will have the exclusive use of the Affordable Housing Indoor Amenity and the Affordable Housing Outdoor Amenity, as more particularly contemplated in the Residential Amenity Covenant;
- (x) the occupants of the Affordable Housing Units will have the shared use of the Common Indoor Amenity and the Common Outdoor Amenity, in common with other residents and occupants of the Development, as more particularly contemplated in the Residential Amenity Covenant;
- (xi) the Affordable Housing Units will be constructed in accordance with the Affordable Housing Strategy and guidelines for Low End Market Rental housing in effect at the time of issuance of the Development Permit; and
- (xii) 100% of all Affordable Housing Units will meet or exceed the Basic Universal Housing Features;

Subdivision Strategy

- (g) the Owner will not Subdivide the Lands or any portion thereof or permit the Lands or any portion thereof to be Subdivided unless the Owner has constructed the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities on the Lands in accordance with this Agreement;
- (h) unless otherwise permitted by the City in writing in advance, the Lands will be only Subdivided in accordance with the following requirements:
 - (i) the Affordable Housing Building, except the Affordable Non-Profit Social Service Agency Replacement Space, will be contained in one separate Air Space Parcel from the remainder of the Development (which remainder of the Development may be further Subdivided). For greater certainty, all Affordable Housing Units, the Affordable Housing Indoor Amenity and the Affordable Housing Outdoor Amenity will be contained in this Air Space Parcel (“ASP1”);
 - (ii) the Affordable Non-Profit Social Service Agency Replacement Space is contained in a separate Air Space Parcel (“ASP2”) from the remainder of the Affordable Housing Building, and the remainder of the Development (which remainder of the Development may be further Subdivided);
 - (iii) the ASP1 will not be Subdivided in any manner (including pursuant to the Strata Property Act) without the prior written consent of the City.

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Without being exhaustive, as a condition of such Subdivision, the City may require and the Owner will grant to the City such covenants and agreements as the City reasonably requires to ensure that all of the Affordable Housing Units will only be transferred as a single unit;

- (iv) unless otherwise agreed upon by the City in writing in advance: (A) the ground floor access and egress lobby shared by the occupants of the Affordable Non-Profit Social Service Agency Replacement Space and the occupants of the Affordable Housing Units will be contained within ASP1; and (B) the second floor access and egress lobby shared by the occupants of the Affordable Non-Profit Social Service Agency Replacement Space and the occupants of the Affordable Housing Units will be contained within ASP2. Unless otherwise agreed upon by the City in writing in advance, cost sharing obligations between ASP1 and ASP2 with respect to the shared access and egress lobbies will take into consideration the proportionate use of these areas by the occupants of ASP1 and the occupants of ASP2, respectively;
- (v) Affordable Housing Parking Spaces, Affordable Housing Waste Disposal Room and other Affordable Housing Shared Amenities (subject to paragraph (iv), above) may be contained in parcels other than ASP1 and ASP2, provided that there are reciprocal access rights in place to enable access, egress and use of all the Affordable Housing Shared Amenities (by occupants of relevant parcels); and
- (vi) the Owner will not file any reciprocal easement in support of the Subdivision to create the Air Space Parcels containing any part of the Affordable Housing Exclusive Amenities, or any part of the Affordable Housing Shared Amenities, without the prior written consent of the City. Without being exhaustive, the reciprocal access easement will: (A) contain all easements and rights necessary to comply with this Agreement; and (B) include a cost sharing agreement between the ASP1, the ASP2 and other parcels created from the Lands. At the request of the City, acting reasonably, the cost obligations of ASP1 and/or ASP2 will be capped to reflect its operation and maintenance by a Non-Profit Organization;

Permit restrictions

- (i) notwithstanding that the Owner may be otherwise entitled:
 - (i) the Owner will not construct, nor permit to be constructed any Buildings on the Lands;
 - (ii) will not request (or permit to be requested) any Building Permit for any Building on the Lands; and

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- (iii) the City will have no obligation to issue a Building Permit for any Building on the Lands,

until all the following conditions are satisfied:

- (iv) the Director, Community Social Development and Director, Development have, in their sole discretion, approved the detailed design of the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities;
 - (v) the construction complies with the applicable requirements of this Agreement and the Building Permit includes Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities;
 - (vi) the Owner has delivered to the City a memorandum of understanding with a Non-Profit Organization intended to operate the Affordable Housing Units pursuant to the Housing Agreement, demonstrating, at the minimum, that the Non-Profit Organization supports the design and features of the proposed Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities; and
 - (vii) the Owner has delivered to the City a letter signed by the Owner's architect (or another consultant acceptable to the City) certifying that the proposed design satisfies the requirements of this Agreement;
- (j) without limiting the Occupancy Staging Covenant, and except for the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities, notwithstanding that the Owner may otherwise be entitled:
- (i) the Owner will not occupy, nor permit any person to occupy any portion of any Building;
 - (ii) request (or permit to be requested) from the City a Building Permit inspection permitting occupancy of any portion of any Building, in part or in whole, on the Lands; and
 - (iii) the City will not be obligated to permit occupancy of any Building on the Lands,

until the following conditions are satisfied:

- (iv) the Owner has constructed the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities, in accordance with this Agreement (including the Schedules), and has received Building Permit inspection granting occupancy of these facilities;

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- (v) the Owner has Subdivided the Lands in accordance with this Agreement;
- (vi) the Owner has delivered to the City an agreement, or another confirmation acceptable to the City, demonstrating that a Non-Profit Organization will operate and manage the Affordable Housing Units pursuant to the Housing Agreement and this Agreement;
- (vii) the Owner has delivered to the City a letter signed by the Owner's architect (or another consultant acceptable to the City) certifying that Building satisfies the requirements of this Agreement;
- (viii) if any of the requirements or specifications in Schedule A, Schedule B, Schedule C, Schedule D, or this Agreement have changed, with the prior written approval of the City, the Owner has: (A) delivered to the City a modification or a replacement of this Agreement, registrable in the LTO, incorporating as-build plans and specifications, all in the manner satisfactory to the City, and (B) upon the City approving said plans and signing the modification/replacement, filed the modification/replacement in the LTO, in priority to all financial charges; and
- (ix) the Owner is not otherwise in breach of any of its obligations under this Agreement.

Notwithstanding the foregoing part of this section, and without limiting the Owner's obligations under the Occupancy Staging Covenant, if Building Permit inspection permitting occupancy is to be granted in stages for a Building, the Owner will not be granted Building Permit inspection permitting occupancy for any residential uses on the Lands, in whole or in part until 100% of the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities and all ancillary and related features including signage, on the Lands have received Building Permit inspection permitting occupancy.

As an exception to the foregoing, the parties acknowledge that the Common Outdoor Facility may not be entirely completed at the time of first residential occupancy. With respect to the Common Outdoor Facility, the Owner will complete a proportional part of the facility, to the satisfaction of the Director, Development and the Director, Community Social Development (as more particularly set out in the Occupancy Staging Covenant and the Residential Amenity Covenant);

- (k) the Owner will at all times ensure that the Lands are used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all bylaws of the City and all federal, provincial, municipal or local laws, statutes or ordinances

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relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws;

- (l) if the City inadvertently or otherwise issues a Building Permit permitting the construction of any building on the Lands or issues notice of Building Permit inspection permitting occupancy contrary to this Agreement, such permit or notice may be subsequently revoked by the City at any time;
- (m) if the Owner has commenced the construction of any Building on the Lands in contravention of this Agreement including, without limiting the generality of the foregoing, if the Owner continues construction of any Building on the Lands after the City has revoked any Building Permit, the City may pursue all remedies, including, without limitation, injunctive relief;

Use in Accordance with Agreement

- (n) the Owner will:
 - (i) use the Lands and any Buildings on the Lands strictly in accordance with this Agreement, and (if noted on title to the Lands) strictly in accordance with the Housing Agreement; and
 - (ii) undertake commercially reasonable efforts to advertise, market and secure Tenancy Agreements for all the Affordable Housing Units;

Transfer restrictions

- (o) whether or not the Affordable Housing Units are strata lots under the Strata Property Act, the Owner will not, without the prior written consent of the City Solicitor, sell or transfer in a single or related series of transactions less than all Affordable Housing Units, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units;

Use of amenity spaces

- (p) the Owner will ensure that the Tenants and permitted occupants of Affordable Housing Units have equal access to the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities;

Restriction on fees and charges

- (q) the Owner will not require the Tenant or any permitted occupant of an Affordable Housing Unit to pay any of the following:

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- (i) move-in/move-out fees,
- (ii) strata fees,
- (iii) strata property contingency reserve fees;
- (iv) any fees and charges for the use of parking spaces assigned for the exclusive use of the Affordable Housing Unit;
- (v) any fees and charges for the use of any indoor or outdoor common areas, facilities or amenities, including: the Affordable Housing Indoor Amenity, the Affordable Housing Outdoor Amenity, the Common Indoor Amenity, the Common Outdoor Amenity, parking (including the Affordable Housing Parking Spaces and Residential Visitor Parking Spaces), loading (including the Shared Loading Spaces and the Shared Waste Management Loading Space), and bicycle storage, repair and maintenance (including the Affordable Housing Bicycle Parking and the Residential Bicycle Maintenance and Repair Facility);
- (vi) any fees and charges for the use of sanitary sewer, storm sewer, water;
- (vii) any costs, fees and charges associated with installing or upgrading electrical load sharing system associated with electrical vehicle charging infrastructure (which may include integrated electrical vehicle supply equipment), in excess of that installed at initial construction;
- (viii) property or similar tax;

provided, however, that the Owner may charge the Tenant the Owner's cost, if any, of:

- (ix) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure); and
 - (x) except as expressly stated in paragraph (q)(vii), above, providing electric vehicle chargers, in excess of infrastructure installed at initial construction, by or on behalf of the Tenant;
- (r) without limiting cost sharing obligations contained in any reciprocal access easement registered at the time of Subdivision of ASP1 and ASP2, with respect to facilities located outside ASP1 (for example, the Common Outdoor Amenity and the Common Indoor Amenity) the Owner of the parcel in which such amenities are located may charge the Owner of ASP1 (but not Tenants or permitted occupants of the Affordable Housing Units) additional charges for the use of such

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facilities, provided that such charges do not exceed the rates charged to other users of such amenities, as determined to the satisfaction of the City, and provided that such charges are not allocated to or charged to any Tenant or permitted occupant of an Affordable Housing Unit; and

Age-Based Restrictions

- (s) the Owner will not impose any age-based restrictions on Tenants of Affordable Housing Units, unless permitted by the City in writing in advance.

2.2 Non-Profit Management

- (a) Unless otherwise permitted by the City in writing in advance, at all times that this Agreement encumbers the Lands, the Owner will retain and maintain in place a Non-Profit Organization acceptable to the City to operate and manage the Affordable Housing Units in accordance with this Agreement and the Housing Agreement. All Affordable Housing Units must be managed and operated by one Non-Profit Organization.
- (b) At the request of the City, from time to time, the Owner will deliver to the City a copy the agreement (fully signed and current) with the Non-Profit Organization, to evidence the Owner's compliance with this section 2.2.

ARTICLE 3 DEMOLITION

- 3.1 The Owner will not demolish the Affordable Housing Exclusive Facilities, the Affordable Housing Shared Facilities, or any portion thereof, unless:

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the facilities proposed to be demolished, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) the facilities proposed to be demolished are damaged or destroyed, to the extent of 40% or more of respective value above foundations, as determined by the City in its sole discretion,

and in each case, a demolition permit has been issued by the City, and the subject facilities have been demolished under that permit.

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- 3.2 Following demolition, the Owner will use and occupy any replacement Affordable Housing Exclusive Facilities, the Affordable Housing Shared Facilities, or any portion thereof (the “**Replacement Facilities**”), as applicable, in compliance with this Agreement and the Housing Agreement. This Agreement and the Housing Agreement will apply to the construction of the Replacement Facilities to the same extent and in the same manner as the provisions of this Agreement and the Housing Agreement apply to the construction of the original facilities. To the extent applicable, if the Replacement Facilities contain any Dwelling Units, such Dwelling Units must be approved by the City as Affordable Housing Units, in accordance with this Agreement and the Housing Agreement.

ARTICLE 4 STRATA CORPORATION BYLAWS

- 4.1 This Article 4 will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands (whether or not forming part of the Affordable Housing Building).
- 4.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Exclusive Facilities or the Affordable Housing Shared Facilities pursuant to this Agreement, imposes aged-based restrictions on Tenants or permitted occupants of Affordable Housing Units, or is otherwise inconsistent with this Agreement, will have no force and effect.
- 4.3 No strata corporation will pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Exclusive Facilities or the Affordable Housing Shared Facilities in accordance with this Agreement.
- 4.4 No strata corporation will pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying any extra charges or fees contrary to this Agreement.
- 4.5 No strata corporation will pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any facilities contrary to this Agreement.

ARTICLE 5 DEFAULT AND REMEDIES

- 5.1 If the Owner defaults in observing or performing any obligation under this Agreement, the Owner will rectify such default within 10 days after receipt of notice from the City (the “**Notice of Default**”), except that if the Owner, by reason of the nature of the default, cannot in the opinion of the City, rectify such default within 10 days, the Owner will have a further reasonable period to rectify so long as the Owner proceeds promptly and diligently. In case of an emergency, the Owner will rectify the default immediately upon verbal or written notice by the City.

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- 5.2 If the Owner fails to rectify the default within the time set out in the Notice of Default, the City may, but will not be obliged to, take one or more of the following courses of action:
- (a) rectify the default on the Owner's behalf, at the cost of the Owner;
 - (b) recover the Daily Amount in accordance with section 5.4 and section 5.5; and/or
 - (c) take other remedial or enforcement actions that may be available to the City at law or in equity (including seeking an order for mandatory injunction).
- 5.3 The Owner will pay to the City on demand the aggregate of all of the City's costs and expenses of rectifying any default of the Owner, plus a sum equal to 20% of those costs and expenses on account of the City's overhead, plus any other amounts the Owner may owe to the City from time to time pursuant to this Agreement. If the Owner does not pay the City within 30 days after the date the Owner receives demand from the City, the arrears will bear interest from the date of demand to the date of payment at the Prime Rate plus 3% per annum, calculated and compounded monthly not in advance.
- 5.4 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Agreement or at law or in equity, if:
- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement, or (if noted on title to the Lands) the Housing Agreement;
 - (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent (as described in the Housing Agreement);
 - (c) the Affordable Housing Exclusive Facilities or the Affordable Housing Shared Facilities are used, or restricted from use, contrary to this Agreement;
 - (d) the Owner charges rent, charges or fees contrary to this Agreement; or
 - (e) the Owner is otherwise in breach of any of its obligations under this Agreement or (if noted on title to the Lands) the Housing Agreement,
- then the Owner will pay as a rent charge under section 5.5 of this Agreement, the Daily Amount to the City for every day that the breach continues after the time set out in the Notice of Default. The Daily Amount is due and payable 5 Business Days following receipt by the Owner of an invoice from the City for the same, and such invoice will be given and deemed received in accordance with section 6.9 [Notice] of this Agreement.
- 5.5 The Owner hereby grants to the City a rent charge under Section 5.1 and this Section 5.5 of this Agreement and under Section 219 of the Land Title Act, and at common law, securing payment by the Owner to the City of any amount payable by the Owner

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pursuant to this Agreement and/or the Housing Agreement. The Owner agrees that the City, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the City at law or in equity.

ARTICLE 6 MISCELLANEOUS

- 6.1 The Owner acknowledges and agrees that:
- (a) this Agreement constitutes a covenant under Section 219 of the Land Title Act;
 - (b) if the Lands are Subdivided, the City will discharge the covenants and rent charge contained in this Agreement from title to all parcels other than the parcels containing the Affordable Housing Exclusive Facilities and/or the Affordable Housing Shared Facilities, provided that:
 - (i) the City is satisfied that all the easements, covenants and rights necessary to provide access and use of common amenities and facilities contemplated in this Agreement have been secured to the satisfaction of the City;
 - (ii) the Owner has requested the discharge and delivered to the City the form of the discharge in registrable form;
 - (iii) the Owner is not then in breach of this Agreement; and
 - (iv) the Owner will be fully responsible for the cost of filing the discharge;
 - (c) if the Lands, or a portion of the Lands, containing any Affordable Housing Exclusive Facilities and/or Affordable Housing Shared Facilities is Subdivided pursuant to the Strata Property Act, this Agreement will remain on the common property sheet of the strata corporation stored in the LTO and on title to all strata lots in the legal parcel in which the any Affordable Housing Exclusive Facilities and/or Affordable Housing Shared Facilities are situated;
 - (d) if the Lands, or a portion of the Lands, containing the Affordable Housing Exclusive Facilities and/or Affordable Housing Shared Facilities is Subdivided in any manner not contemplated in paragraphs (b) or (c), this Agreement will remain on title to interests into which the Lands are Subdivided; and
 - (e) it is anticipated that, following Subdivision of the Lands to create ASP1, ASP2 and remainder of the Development (which remainder of the Development may be further subdivided) the Housing Agreement will be noted only on title to the

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portions of the Lands containing Affordable Housing Units. With respect to portions of the Lands charged by this Agreement but not the Housing Agreement, this Agreement will continue in force and effect, mutatis mutandis.

6.2 The Owner covenants and agrees that it will:

- (a) furnish good and efficient management of the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities, as applicable;
- (b) permit representatives of the City to inspect the foregoing at any reasonable time, subject to the notice provisions in the Residential Tenancy Act; and
- (c) maintain the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

6.3 The Owner hereby:

- (a) releases and agrees to indemnify and save harmless the City and the City Personnel from all loss, damage, costs (including without limitation, legal costs), expenses, actions, suits, debts, accounts, claims and demands, including without limitation, any and all claims of third parties, which the City or the City Personnel may suffer, incur or be put to arising out of or in connection, directly or indirectly or that would not or could not have occurred “but for” this Agreement, including without limitation:
 - (i) any breach by the Owner of any covenant or agreement contained in this Agreement;
 - (ii) any personal injury, death or damage occurring in or on the Lands, Affordable Housing Exclusive Facilities, the Affordable Housing Shared Facilities, or any portion thereof;
 - (iii) the exercise of discretion by any City Personnel for any matter relating to this Agreement;
 - (iv) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
 - (v) the City refusing to issue a Development Permit, Building Permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands or any portion thereof;

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- (vi) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands, any Affordable Housing Exclusive Facilities, the Affordable Housing Shared Facilities, or any portion thereof, or the enforcement of any Tenancy Agreement; and/or
 - (vii) the exercise by the City of any of its rights under this Agreement or an enactment; and
- (b) agrees that if the Owner commences or permits any development on the Lands or any portion thereof, or construction or occupancy of any Building, or portion thereof, in contravention of this Agreement, the City may pursue all remedies including, without limitation, injunctive relief;
 - (c) agrees that the indemnity and release granted in this Section 6.3 will survive the release or discharge of this Agreement and will be an integral part of the Land Title Act Section 219 covenant hereby granted by the Owner to the City; and
 - (d) the Owner and the City acknowledge and agree that the indemnity and release set out above will not apply to the extent, if any, of gross negligence or wilful misconduct of the City and/or the City Personnel.
- 6.4 The obligations of the Owner set out in this Agreement will survive termination or discharge of this Agreement.
- 6.5 The Owner agrees, if required by the City Solicitor, to cause the registrable interests in land granted pursuant to this Agreement to be registered as first registered charges against the Lands, at the Owner's expense, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands or any portion thereof;
 - (b) contained in any undersurface reservations registered against title to the Lands;
 - (c) registered against title to the Lands at the instance of the City, whether in favour of the City or otherwise; and
 - (d) which the City has determined may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 6.6 Nothing contained or implied in this Agreement will fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement will 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

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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.

6.7 The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or any portion thereof, including any Affordable Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

6.8 Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

6.9 Any notice or communication required or permitted to be given pursuant to this Agreement will be in writing and delivered by hand or sent by prepaid mail to the party to which it is to be given as follows:

- (a) to the City:

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

Attention: City Clerk
Fax: 604 276-5139

with a copy to the Director, Development, the Director, Community and Social Development and the City Solicitor; and

- (b) to the Owner, to the address as set out on the title for the Lands,

or to such other address as any party may in writing advise. Any notice or communication will be deemed to have been given when delivered if delivered by hand, and two Business Days following mailing if sent by prepaid mail.

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- 6.10 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and assigns.
- 6.11 If any Article, section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect and, in such case, the parties hereto will agree upon an amendment to be made to the Article, section, subsection, sentence, clause or phrase previously found to be invalid and will do or cause to be done all acts reasonably necessary in order to amend this Agreement so as to reflect its original spirit and intent.
- 6.12 The Owner and the City acknowledge and agree that no failure on the part of either party hereto to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by either party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right.
- 6.13 The remedies provided in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for either party in this Agreement will be deemed to be in addition to and not, except as expressly stated in this Agreement, restrictive of the remedies of either party hereto at law or in equity.
- 6.14 This Agreement, and any documents signed by the Owner contemplated by this Agreement (including without limitation, the Housing Agreement), represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Agreement, the Housing Agreement will, to the extent necessary to resolve such conflict, prevail.
- 6.15 The parties to this Agreement will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
- 6.16 The interest in lands including all covenants, charges and obligations contained in this Agreement will, unless discharged in accordance with this Agreement, run with and bind the Lands in perpetuity.
- 6.17 The parties agree that neither the Owner, nor any successor in title to the Lands, or portions thereof, will be liable for breaches of or non-observance or non-performance of covenants contained in this Agreement occurring after the date that the Owner or its successor in title, as the case may be, ceases to be the registered or beneficial owner of the Lands or any portion thereof; provided, however, the Owner or its successors in title, as the case may be, will remain liable after ceasing to be the registered or beneficial owner of the Lands for all breaches of and non-observance and non-performance of

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covenants in this Agreement if the breach, non-observance or non-performance occurred prior to the Owner or any successor in title, as the case may be, ceasing to be the registered or beneficial owner the Lands.

- 6.18 The Owner covenants and agrees that in addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement. The Owner acknowledges and agrees that no failure or delay on the part of the City to exercise any right under this Agreement will operate as a waiver by the City of such right.
- 6.19 Nothing in this Agreement will constitute the Owner as the agent, joint venture, or partner of the City or give the Owner any authority to bind the City in any way.
- 6.20 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 6.21 By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.
- 6.22 If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner will be joint and several.
- 6.23 Any City approval or consent to be given pursuant to or in connection with this Agreement is not effective or valid unless provided by the City in writing. Any City approval or consent to be granted by the City in this Agreement may, unless stated expressly otherwise, be granted or withheld in the absolute discretion of the City.
- 6.24 The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands, or any subdivided portion thereof, and for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.
- 6.25 Time, where mentioned herein, will be of the essence of this Agreement.
- 6.26 This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy will constitute an original document and such counterparts, taken together, will constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

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6.27 The City may assign or license all or any part of this Agreement or any or all of the City's rights under this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing or administering the Affordable Housing Strategy or other related public facilities, services or utilities. The Owner may not assign all or any part of this Agreement without the City's prior written consent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the General Instrument - Part 1, which is a part hereof.

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SCHEDULE A
Affordable Housing Building Specifications

The Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities will be designed and built to the following specifications:

1. The Affordable Housing Building will:
 - (a) front the new municipal highway along the east frontage of the subject site;
 - (b) be integrated with the Development’s parking structure, roof deck, and related features, but function as an independent building that does not share common circulation (e.g., lobbies, hallways, elevators, and stairs) or emergency exit routes with the market residential or commercial uses on the subject site; and
 - (c) be structured in the manner that enables the occupants of the Affordable Housing Units to have access to and enjoyment of the Affordable Housing Exclusive Facilities and the Affordable Housing Shared Facilities, all as determined to the City’s satisfaction through the Development Permit.
2. The Affordable Housing Units and the common areas in the Affordable Housing Building will be equipped with an audio-visual alarm system, to the satisfaction of the City.
3. The Affordable Housing Parking Spaces will include at least one (1) accessible Parking Space (as this term is described in the Zoning Bylaw), at least one (1) van accessible Parking Space (as this term is described in the Zoning Bylaw), and no more than 30 small Parking Spaces (as this term is described in the Zoning Bylaw).
4. The Affordable Housing Units will be comprised of a variety of unit types with estimated number of units and estimated minimum unit areas as follows:

Unit Types	Estimated Number of Units	Minimum Unit Area
Studio	15	400ft ² (37m ²)
One (1) bedroom	26	535 ft ² (50 m ²)
Two (2) bedroom	41	741 ft ² (69 m ²)
Three (3) bedroom	6	980 ft ² (91 m ²)
TOTAL	88	Minimum combined habitable units area: 66,370.0 ft² (6,166.0 m²), as set out in section 5 of this Schedule A

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the final areas, numbers and combinations of which will be confirmed through the Development Permit approval process for the Lands to the satisfaction of the Manager, Community Social Development and will be in accordance with the Affordable Housing Strategy;

5. The minimum floor areas of the Affordable Housing Building (excluding Affordable Non-Profit Social Service Agency Replacement Space), meets the floor area and unit requirements in the following tables (under the column titled: “proposed minimum floor area”), to the satisfaction of the City:

TABLE 1

Calculation of Minimum Residential Area	Estimated Minimum Area @ RZ Stage	Proposed Minimum Floor Area
A. MIN. RESIDENTIAL SPACE	6,430.5 m ² (69,217.0 ft ²)	7,126.8 m ² (76,712.0 ft ²)
• Habitable Unit Area (10% of max. permitted ZMU46 “base” residential floor area)	2,774.1 m ² (29,860.3 ft ²)	2,790.6 m ² (30,037.4 ft ²)
• ZMU46 affordable housing bonus comprising habitable unit area and ancillary space	3,006.9 m ² (32,365.6 ft ²)	3,006.9 m ² (32,365.6 ft ²)
• Additional ancillary space	649.5 m ² (6,991.1 ft ²)	1,329.3 m ² (14,309.0 ft ²)

TABLE 2

Building Features	Estimated Minimum Area @ RZ Stage	Proposed Minimum Floor Area
A. MIN. RESIDENTIAL SPACE	6,430.5 m ² (69,217.0 ft ²)	7,126.8 m ² (76,712.0 ft ²)
• Min. Combined Total Habitable Unit Area	Not specified	6,166.0 m ² (66,370.0 ft ²)
• Min. Residential Ancillary Space	Not specified	960.8 m ² (10,342.0 ft ²)

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Building Features	Estimated Minimum Area @ RZ Stage	Proposed Minimum Floor Area
B. MIN. EXCLUSIVE INDOOR AMENITY SPACE	110.9 m ² (1,194.0 ft ²)	153.6 m ² (1,654.0 ft ²)
C. MIN. TOTAL AFFORDABLE HOUSING FEATURES	8,541.4 m ² (70,411.0 ft ²)	7,293.4 m ² (78,366.0 ft ²)
Min. Number of Units	88	88
Unit Mix	Studio/1-BR: 47% (41 units) 2-BR/3-BR: 53% (47 units)	Studio/1-BR: 47% (41 units) 2-BR/3-BR: 53% (47 units)

NOTE:

- Floor areas exclude standard Zoning Bylaw exemptions
- Habitable Unit Floor Area shall be measured to the outside face of any exterior walls and the mid-point of any common walls separating a unit from another unit or spaces (e.g., corridors), as per City standards.
- Min. Combined Total Habitable Unit Area shall include at least 10% of the development's "base" residential density, together with part of the ZMU46 affordable housing bonus and/or additional "base" residential density as needed to satisfy City policy regarding the Habitable Unit Areas, Unit Mix, and Basic Universal Housing (BUH) requirements for the 88 affordable low-end-of-market-rental (LEMAR) units.
- For the purpose of the Min. Total Combined Habitable Unit Area calculation, the ZMU46 "base" residential density shall be 2 FAR less the estimated retail floor area at Level 1 = 27,905.6 m² (300,373.9 ft².)
- The affordable housing unit residents/operator and non-profit social service space (NPSS) tenants shall have unrestricted shared use of the Level 1 and 2 lobbies. For density calculation purposes, the Level 1 and 2 lobbies are "community amenity spaces" (i.e. not residential) and, thus, the tables EXCLUDE the Level 1 and 2 lobbies from the floor areas indicated for A. Min. Residential Space and C. Min. Total Affordable Housing Features. FOR CLARITY, while the Level 1 and 2 lobbies are excluded from the tables, the developer shall design and construct both lobbies to a turnkey level of finish (at the developer's sole cost) and secure them for shared affordable housing/NPSS use, to the satisfaction of the Director, Community Social Development and Director, Development.
- Min. Residential Ancillary Space generally comprises those walls not included in Habitable Unit Area and circulation, EXCLUDING the Level 1 and 2 lobbies.
- Min. Exclusive Indoor Amenity Space means the indoor amenity space located within the affordable rental building for the exclusive use of the affordable housing unit residents/operator, including 18.6 m² (200.0 ft²) for the non-profit housing operator administration and program purposes.
- Min. Number of Units is secured through Residential Rental Tenure Zoning, as specified in the ZMU46 zone.
- 100% of affordable housing units shall comply with the City's Basic Universal Housing (BUH) standards.

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SCHEDULE B
AFFORDABLE HOUSING UNITS

Location, Type & Area of Affordable Housing Units

Unit Number	Unit Type	Unit Location (Floor)	Minimum Unit Size Targets (Sq. Ft.)	Proposed Net Unit Size (Sq. Ft.)	Basic Universal Housing (BUH)
301	2 BA	3	741	916	x
302	1 BA	3	535	573	x
303	1 BA	3	535	583	x
304	2 BA	3	741	949	x
305	Studio	3	400	459	x
306	2 BA	3	741	901	x
307	2 BA	3	741	912	x
308	2 BA	3	741	914	x
309	1 BA	3	535	575	x
310	3 BA	3	980	1047	x
311	1 BA	3	535	601	x
401	2 BA	4	741	918	x
402	1 BA	4	535	573	x
403	1 BA	4	535	583	x
404	2 BA	4	741	953	x
405	Studio	4	400	459	x
406	2 BA	4	741	901	x
407	2 BA	4	741	912	x
408	2 BA	4	741	914	x
409	1 BA	4	535	575	x
410	3 BA	4	980	1047	x
411	1 BA	4	535	601	x
412	Studio	4	400	515	x
413	2 BA	4	741	962	x
501	2 BA	5	741	918	x
502	1 BA	5	535	573	x
503	1 BA	5	535	583	x
504	2 BA	5	741	949	x
505	Studio	5	400	459	x
506	2 BA	5	741	901	x
507	2 BA	5	741	912	x
508	2 BA	5	741	914	x

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509	1 BA	5	535	575	x
510	3 BA	5	980	1047	x
511	1 BA	5	535	601	x
512	Studio	5	400	515	x
513	2 BA	5	741	962	x
601	2 BA	6	741	918	x
602	1 BA	6	535	573	x
603	1 BA	6	535	583	x
604	2 BA	6	741	949	x
605	Studio	6	400	459	x
606	2 BA	6	741	901	x
607	2 BA	6	741	912	x
608	2 BA	6	741	914	x
609	1 BA	6	535	575	x
610	3 BA	6	980	1047	x
611	1 BA	6	535	601	x
612	Studio	6	400	513	x
613	Studio	6	400	459	x
614	2 BA	6	741	940	x
701	2 BA	7	741	918	x
702	1 BA	7	535	573	x
703	1 BA	7	535	583	x
704	2 BA	7	741	949	x
705	Studio	7	400	459	x
706	2 BA	7	741	901	x
707	2 BA	7	741	912	x
708	2 BA	7	741	914	x
709	1 BA	7	535	575	x
710	3 BA	7	980	1047	x
711	1 BA	7	535	601	x
712	Studio	7	400	513	x
713	Studio	7	400	441	x
714	2 BA	7	741	940	x
801	2 BA	8	741	918	x
802	1 BA	8	535	573	x
803	1 BA	8	535	583	x
804	2 BA	8	741	949	x
805	Studio	8	400	459	x
806	2 BA	8	741	901	x
807	2 BA	8	741	912	x
808	2 BA	8	741	914	x

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809	1 BA	8	535	575	x
810	3 BA	8	980	1047	x
811	1 BA	8	535	601	x
812	Studio	8	400	513	x
813	Studio	8	400	441	x
814	2 BA	8	741	940	x
901	2 BA	9	741	918	x
902	1 BA	9	535	573	x
903	1 BA	9	535	583	x
904	2 BA	9	741	949	x
905	Studio	9	400	459	x
906	2 BA	9	741	901	x
907	2 BA	9	741	912	x
908	2 BA	9	741	913	x
909	2 BA	9	741	936	x

*Basic Universal Housing (BUH) units shall comply with all applicable Richmond Zoning Bylaw requirements.

{00730120; 9 }

Covenant & Rent Charge – Affordable Housing Building
 5740, 5760 and 5800 Minoru Boulevard
 Applications No. RZ 18-807640 and No. DP 19-881156
 Rezoning Consideration No. 12.1
 Development Permit Consideration No. 3.2

SCHEDULE C

AFFORDABLE HOUSING PARKING SPACES

The Affordable Housing Parking Spaces will be comprised of the following, unless otherwise permitted with the prior written approval of the Director, Development and the Director, Community Social Services.

Affordable Housing Parking	Proposed Spaces	Electric Vehicle (EV) Equipment	
Parking Spaces		60 ¹	As set out in the Electric Vehicle Charging Equipment Covenant
- Standard	51		
- Small Car	7		
- Accessible	1		
- Van Accessible	1		

¹ For new buildings, structures and uses, all residential parking spaces shall feature an energized outlet capable of providing Level 2 charging or higher to the parking space, as more particularly set out in the Electric Vehicle Charging Equipment Covenant.

*Shared Truck Loading Spaces required for Affordable Housing Units to be shared with market units on the Lands, in accordance with the Shared Truck Loading Covenant.

**Class 1” Bicycle Storage required for the Affordable Housing Units to be provided in accordance with the Affordable Housing Bicycle Facilities Covenant.

{00730120; 9 }

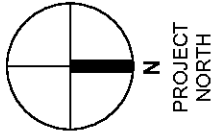
Covenant & Rent Charge – Affordable Housing Building
5740, 5760 and 5800 Minoru Boulevard
Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Consideration No. 12.1
Development Permit Consideration No. 3.2

SCHEDULE D
AFFORDABLE HOUSING EXCLUSIVE FACILITIES – PLANS AND
SPECIFICATIONS

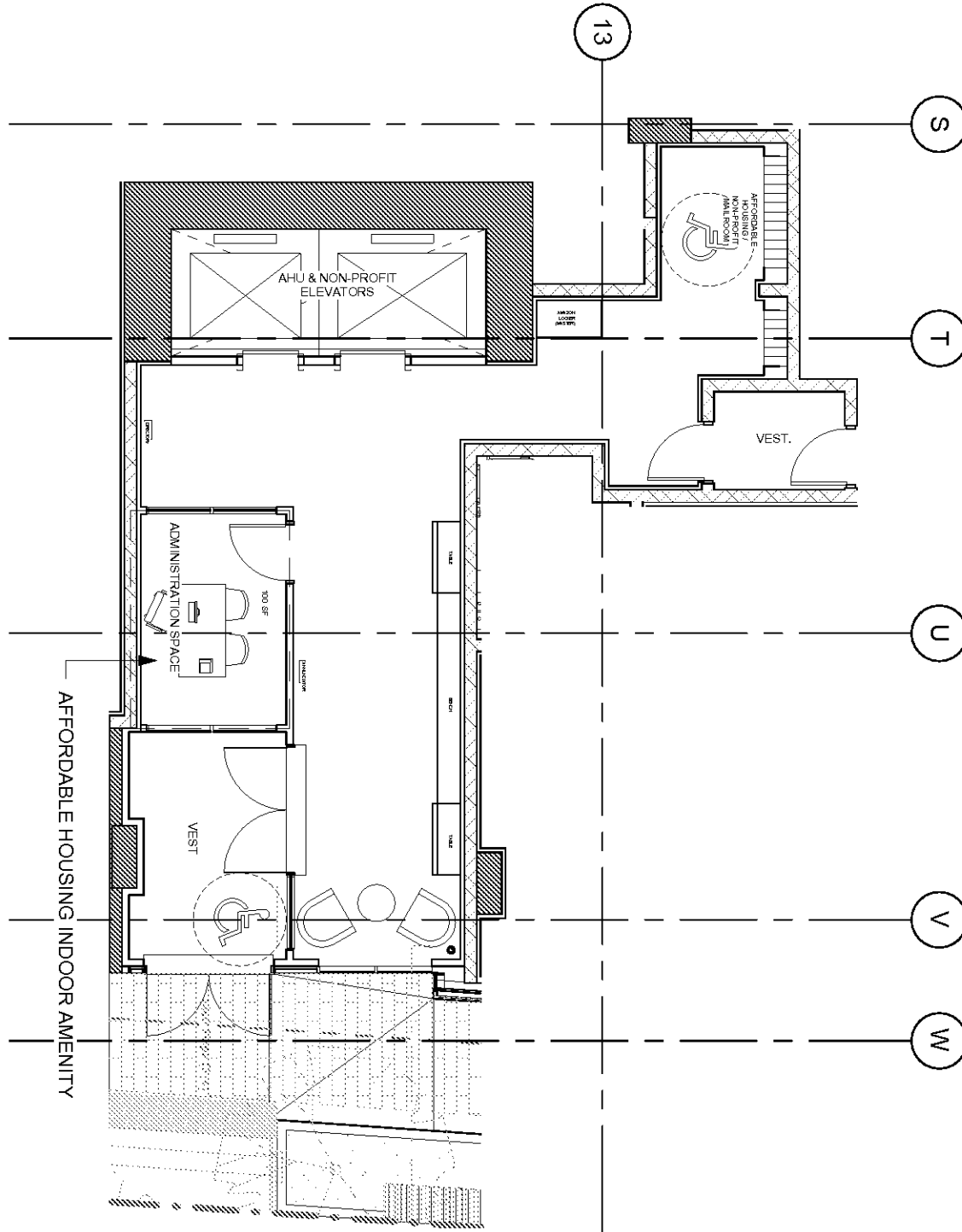
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{00730120; 9 }

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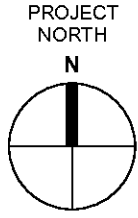


AFFORDABLE HOUSING BUILDING - L1

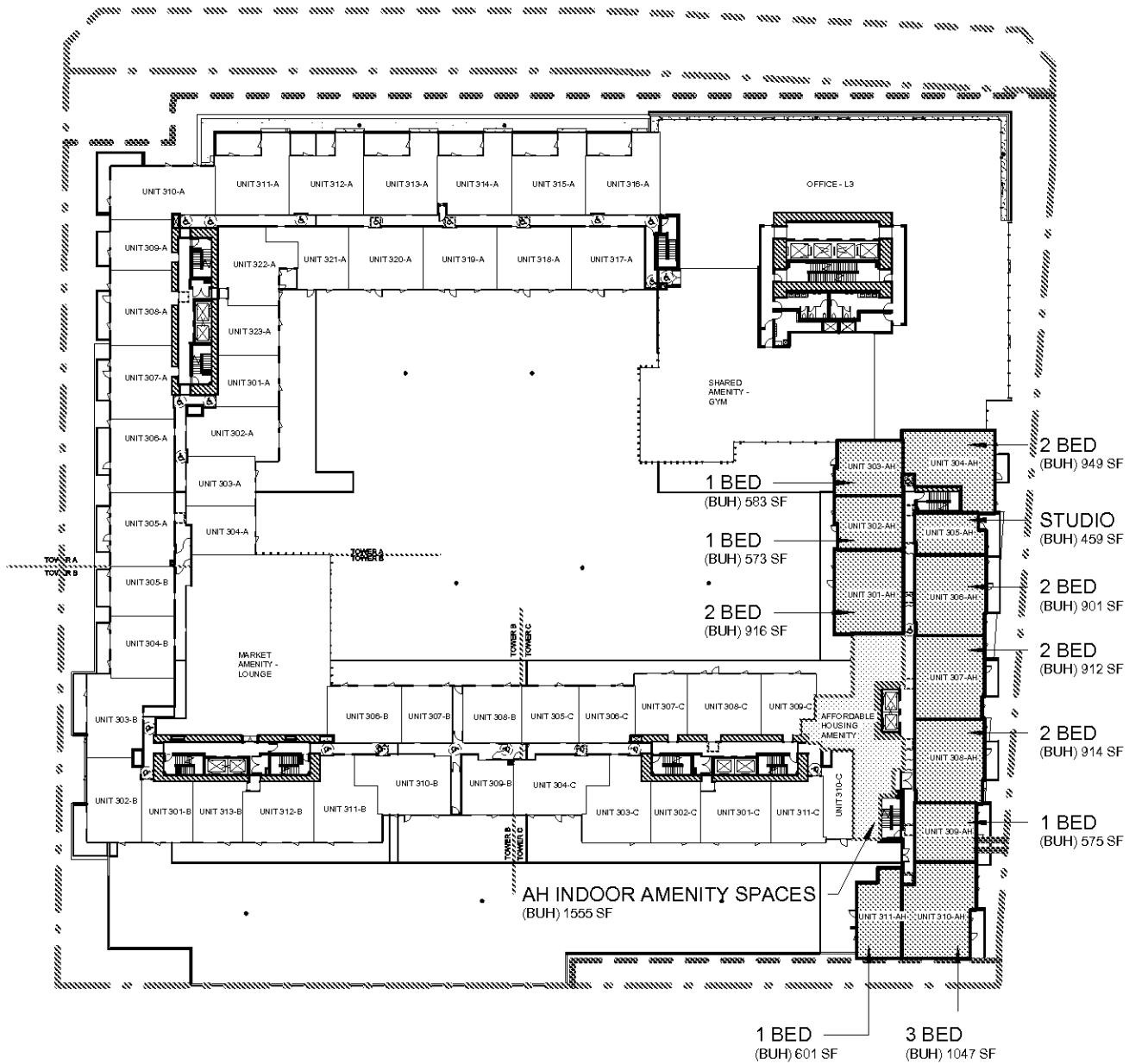


IBI GROUP ARCHITECTS (CANADA) INC.
 700 - 1285 West Pender Street
 Vancouver BC V6E 4B1 Canada
 tel (604) 683-0492 fax (604) 683-8797
 ibigroup.com

MINORU BLVD.

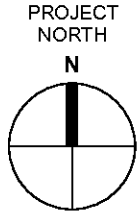


AFFORDABLE HOUSING LEVEL 03

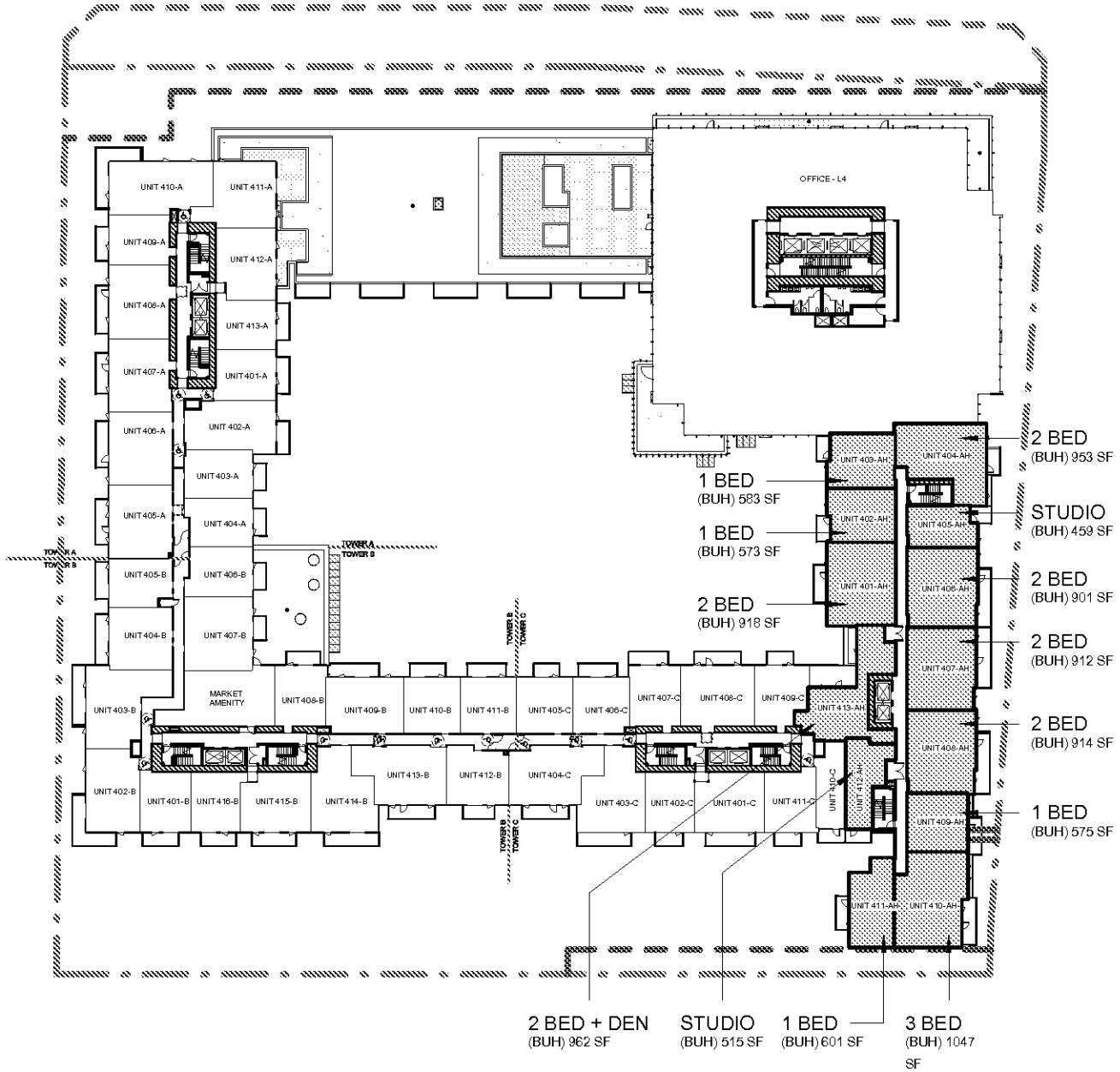


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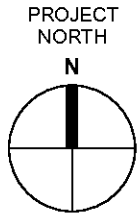


AFFORDABLE HOUSING LEVEL 04

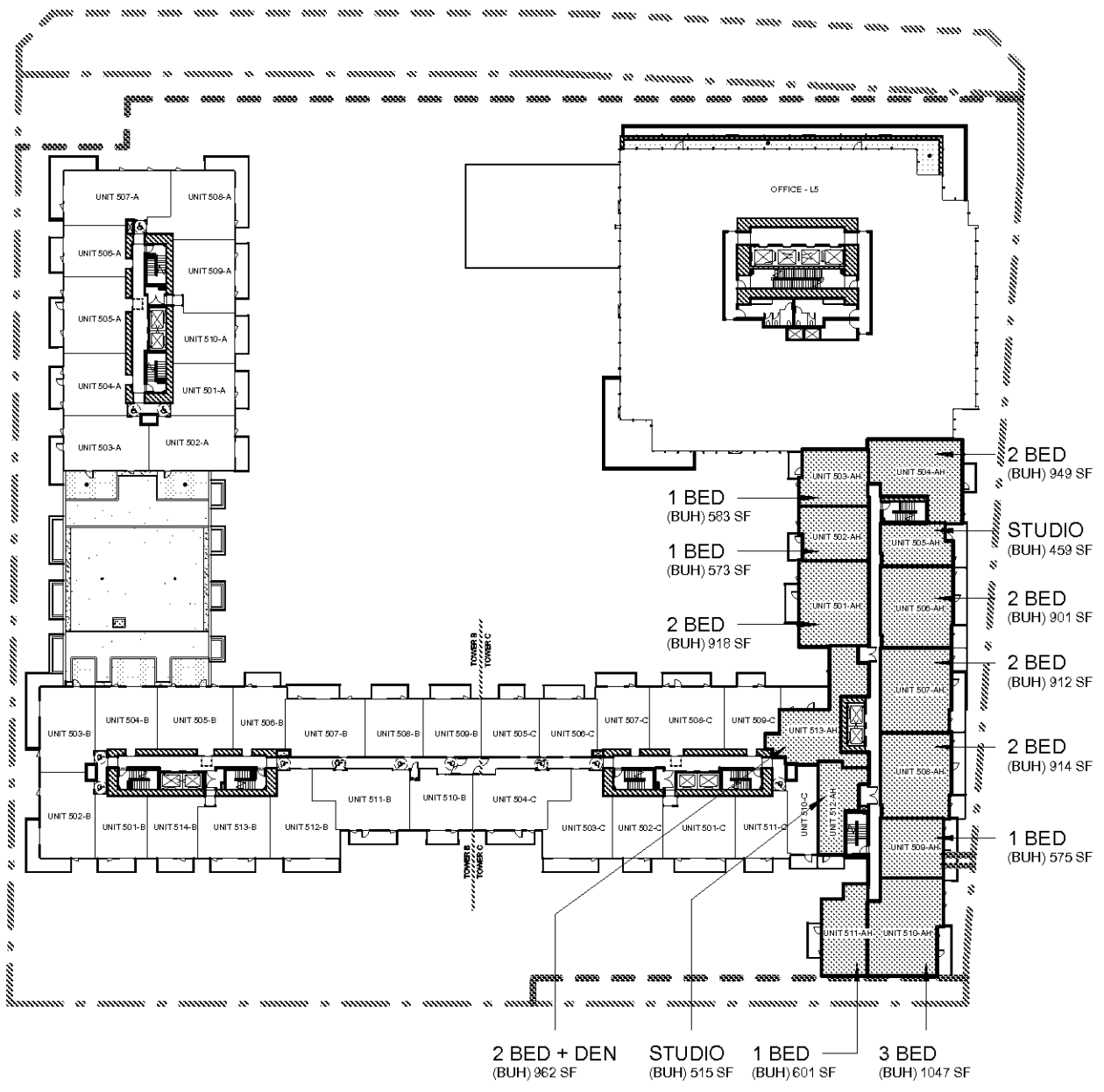


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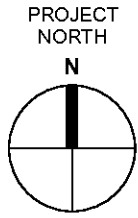


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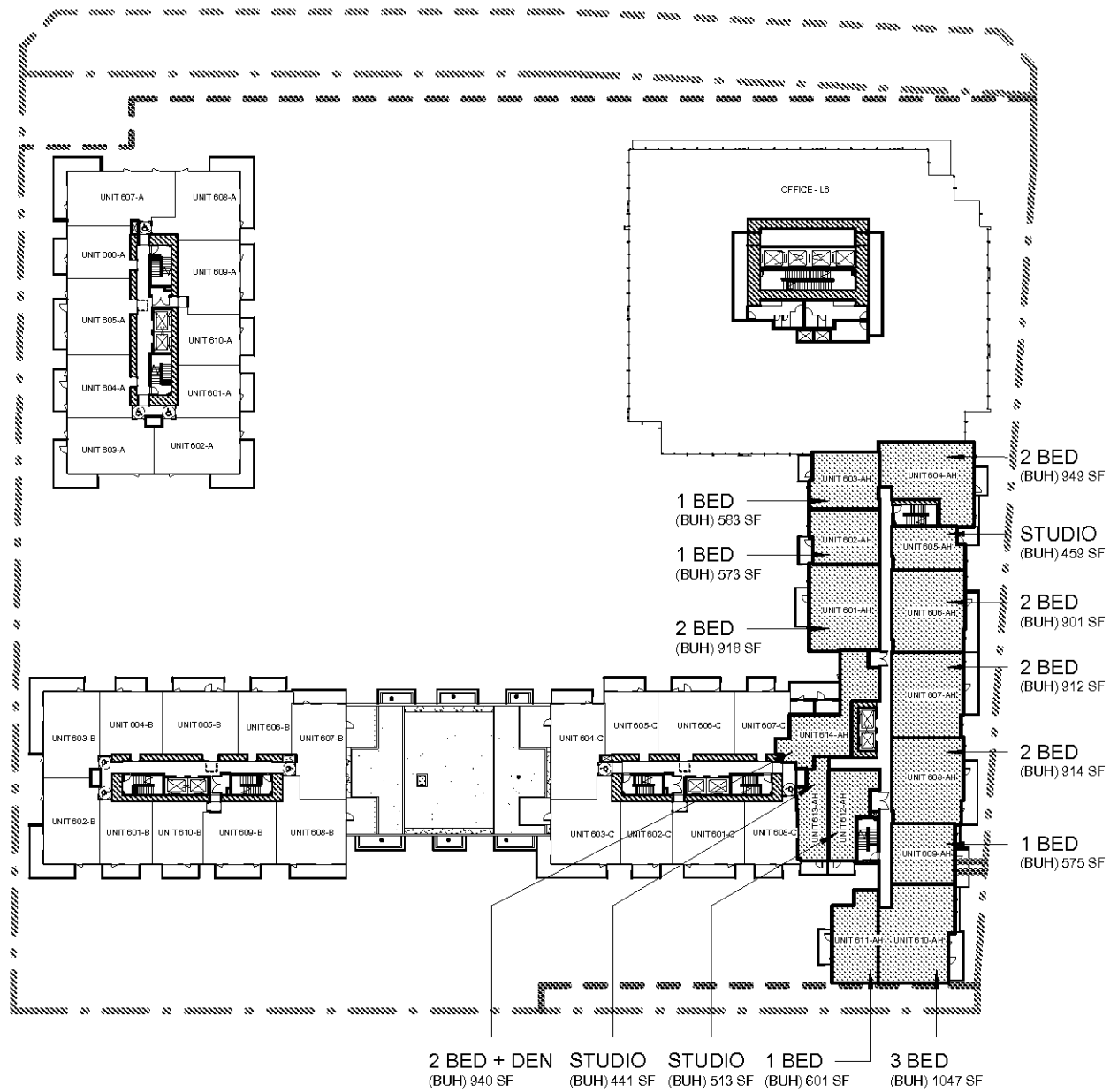


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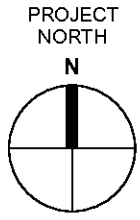


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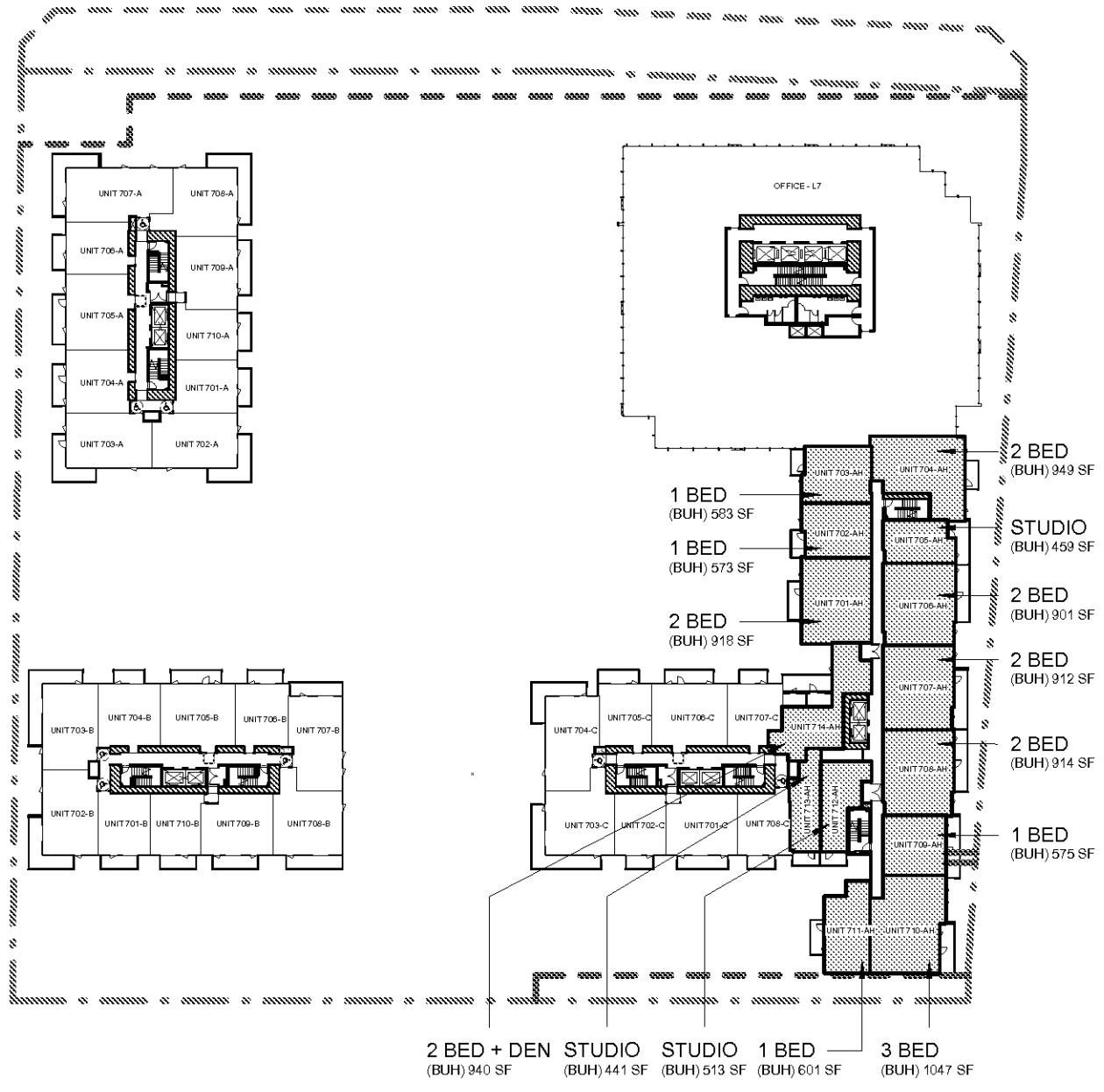


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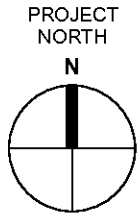


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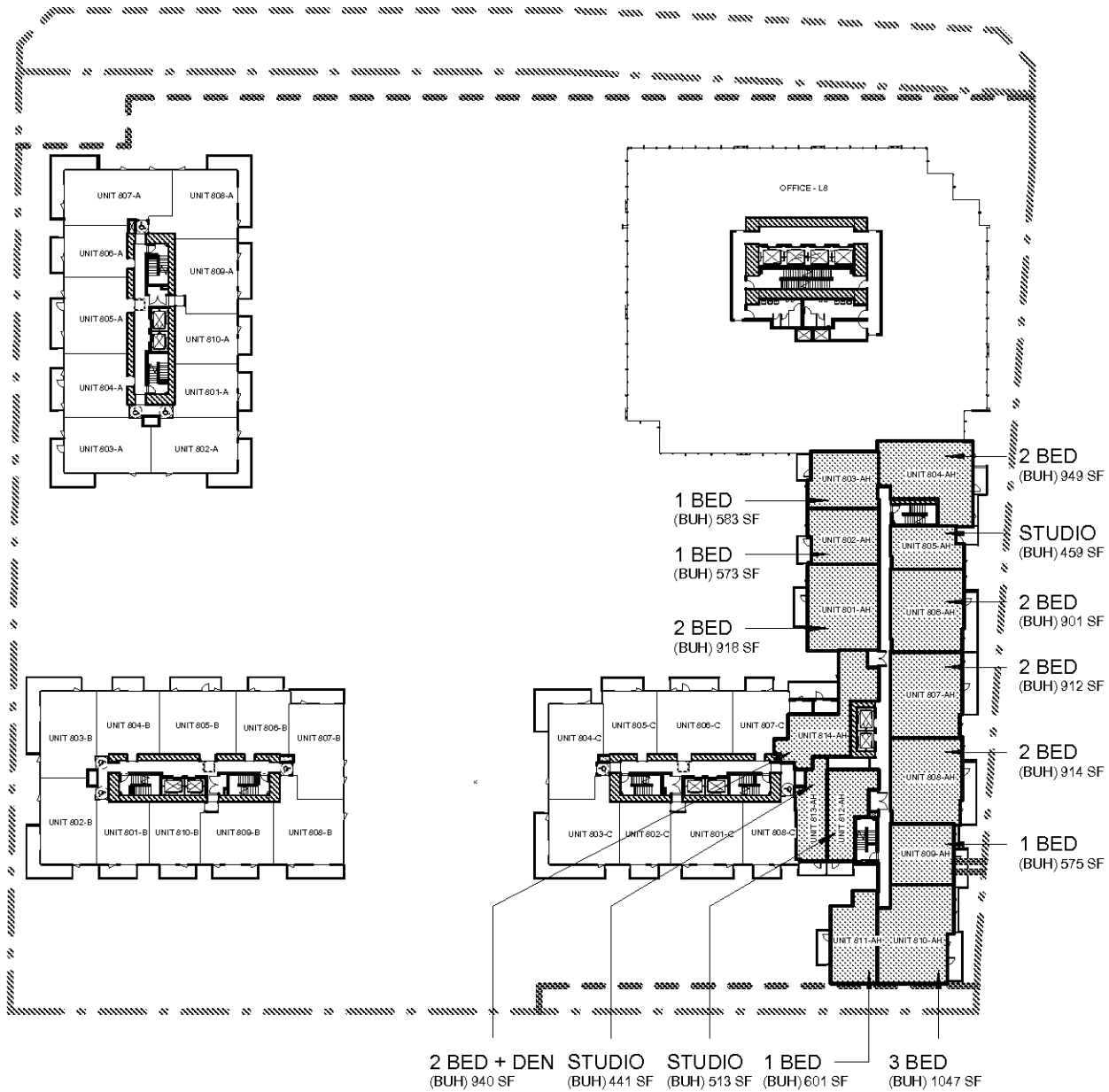


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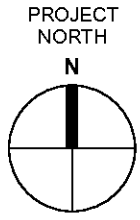


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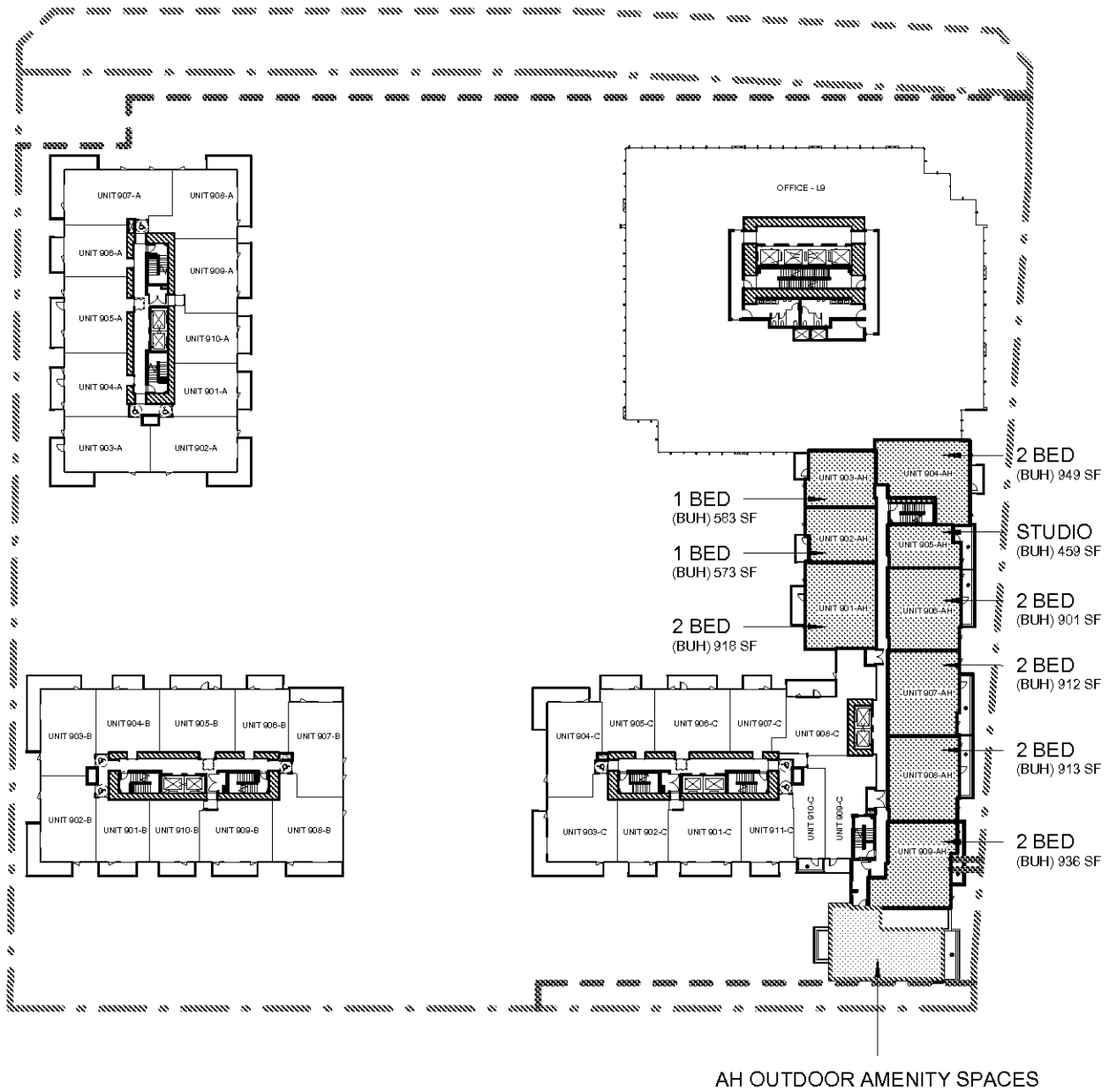


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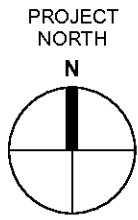


AFFORDABLE HOUSING LEVEL 09

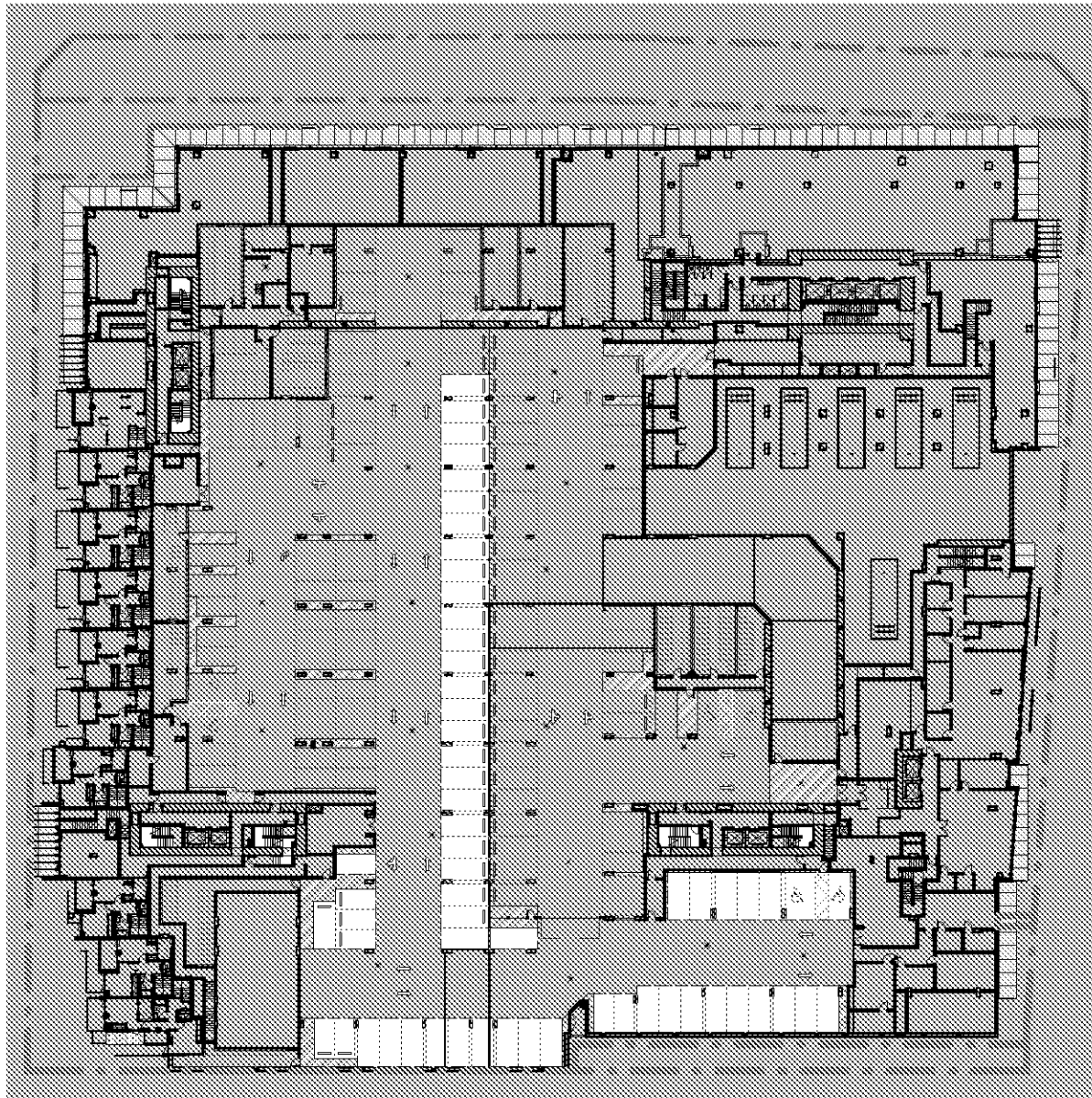


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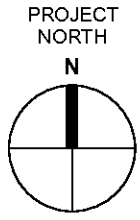
AFFORDABLE HOUSING PARKING KEYPLAN - L2



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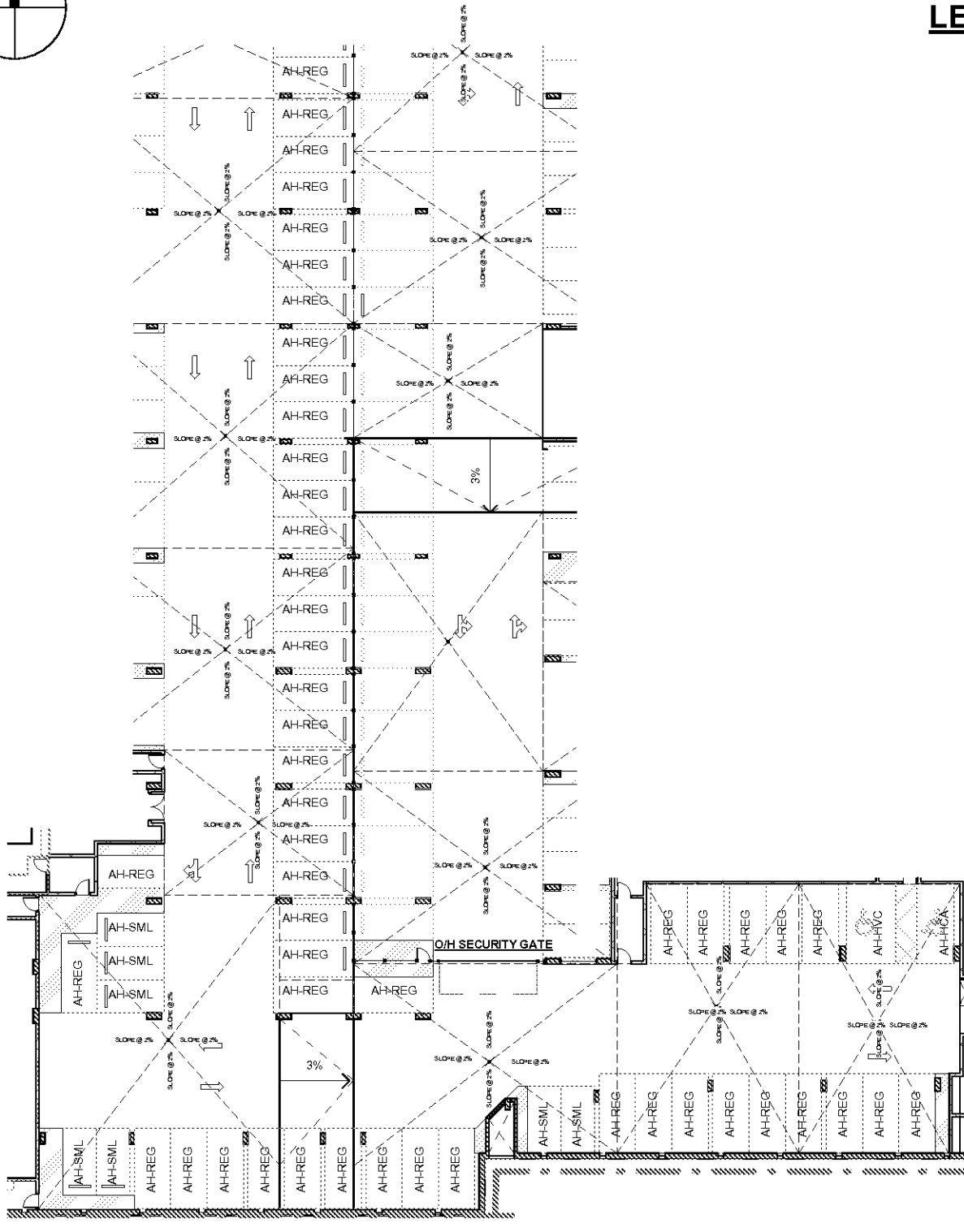
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AFFORDABLE HOUSING PARKING STALLS

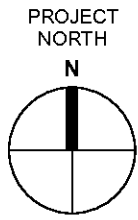
LEVEL 02



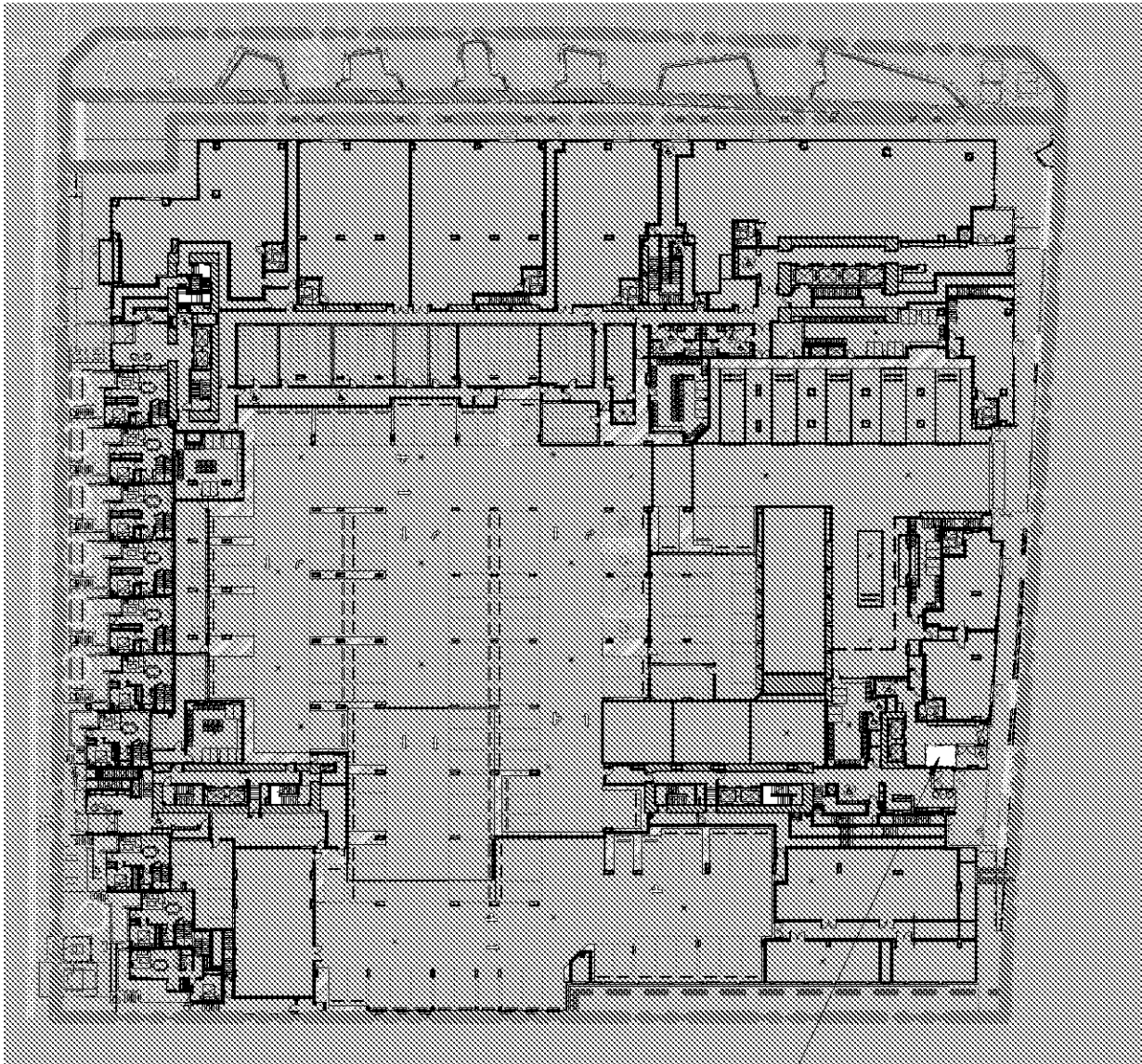
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RESIDENTIAL INDOOR AMENITY - L1

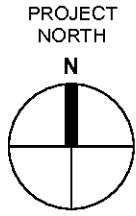


**AFFORDABLE HOUSING INDOOR
AMENITY (ADMINISTRATION SPACE)**



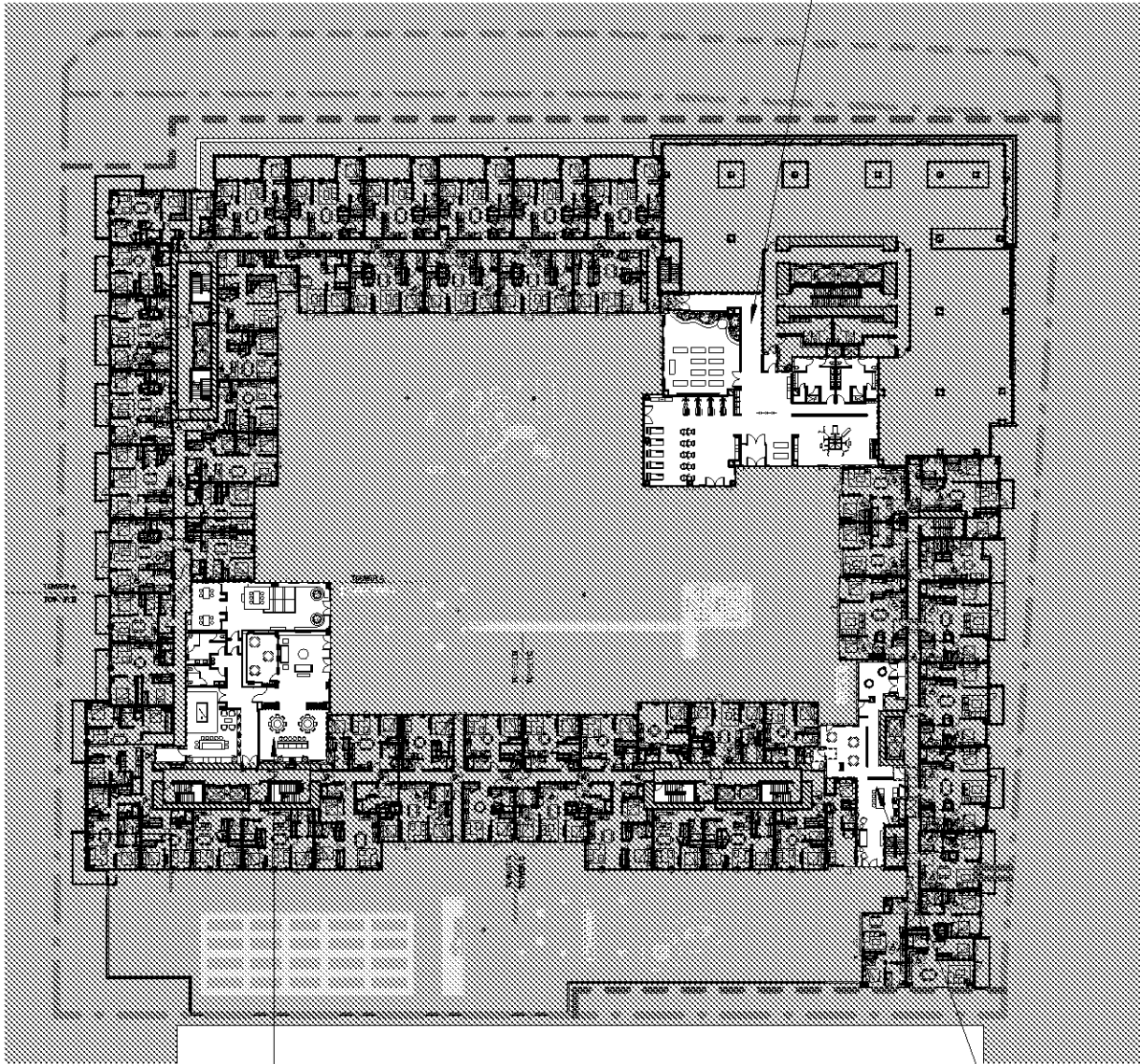
IBI GROUP ARCHITECTS (CANADA) INC.
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RESIDENTIAL INDOOR AMENITY - L3

COMMON INDOOR AMENITY (GYM)



**MARKET RESIDENTIAL INDOOR
AMENITY (LOUNGE + TEA)**

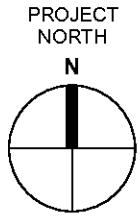
**AFFORDABLE HOUSING INDOOR
AMENITY**



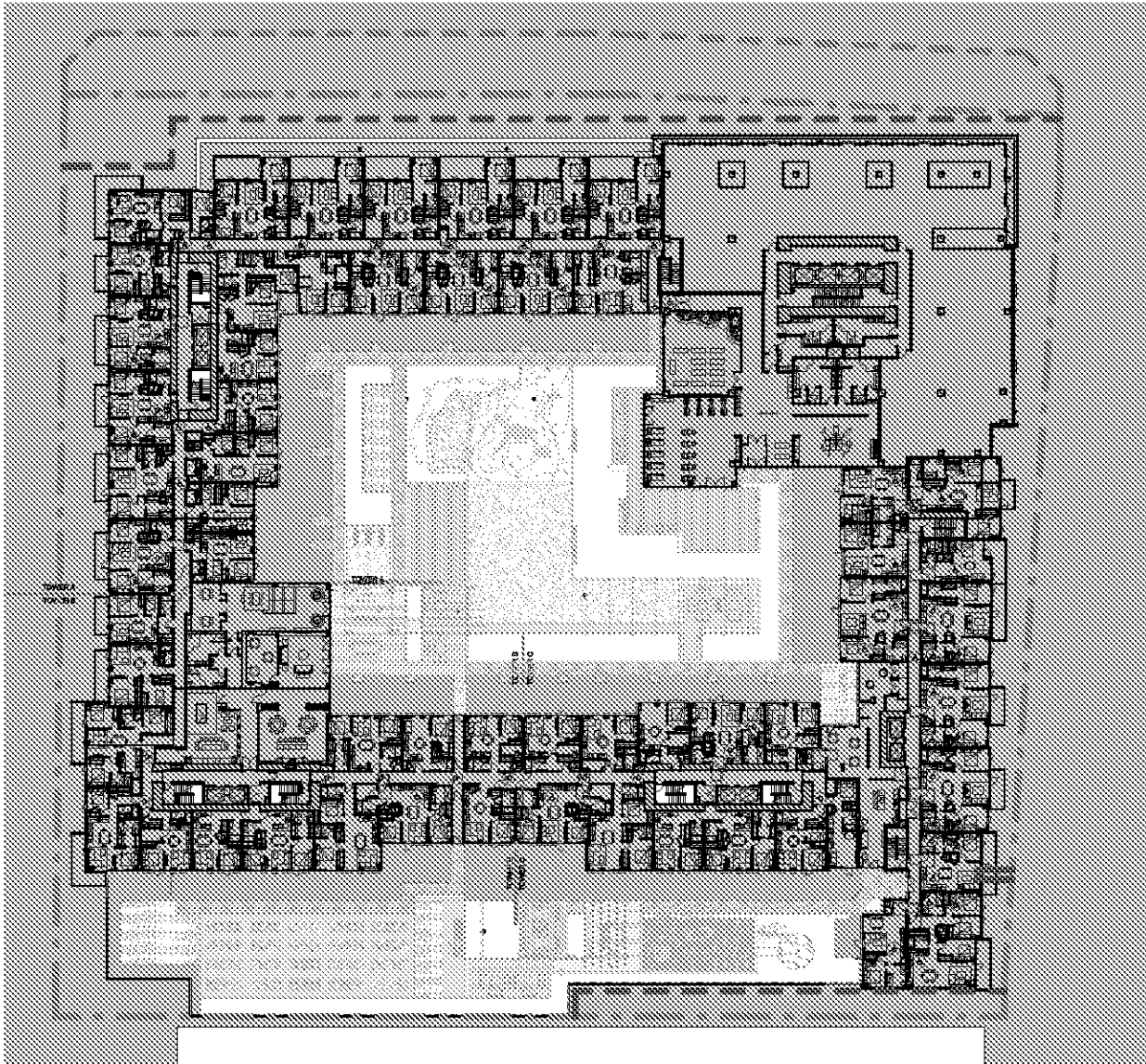
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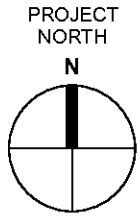


COMMON RESIDENTIAL OUTDOOR AMENITY - L3

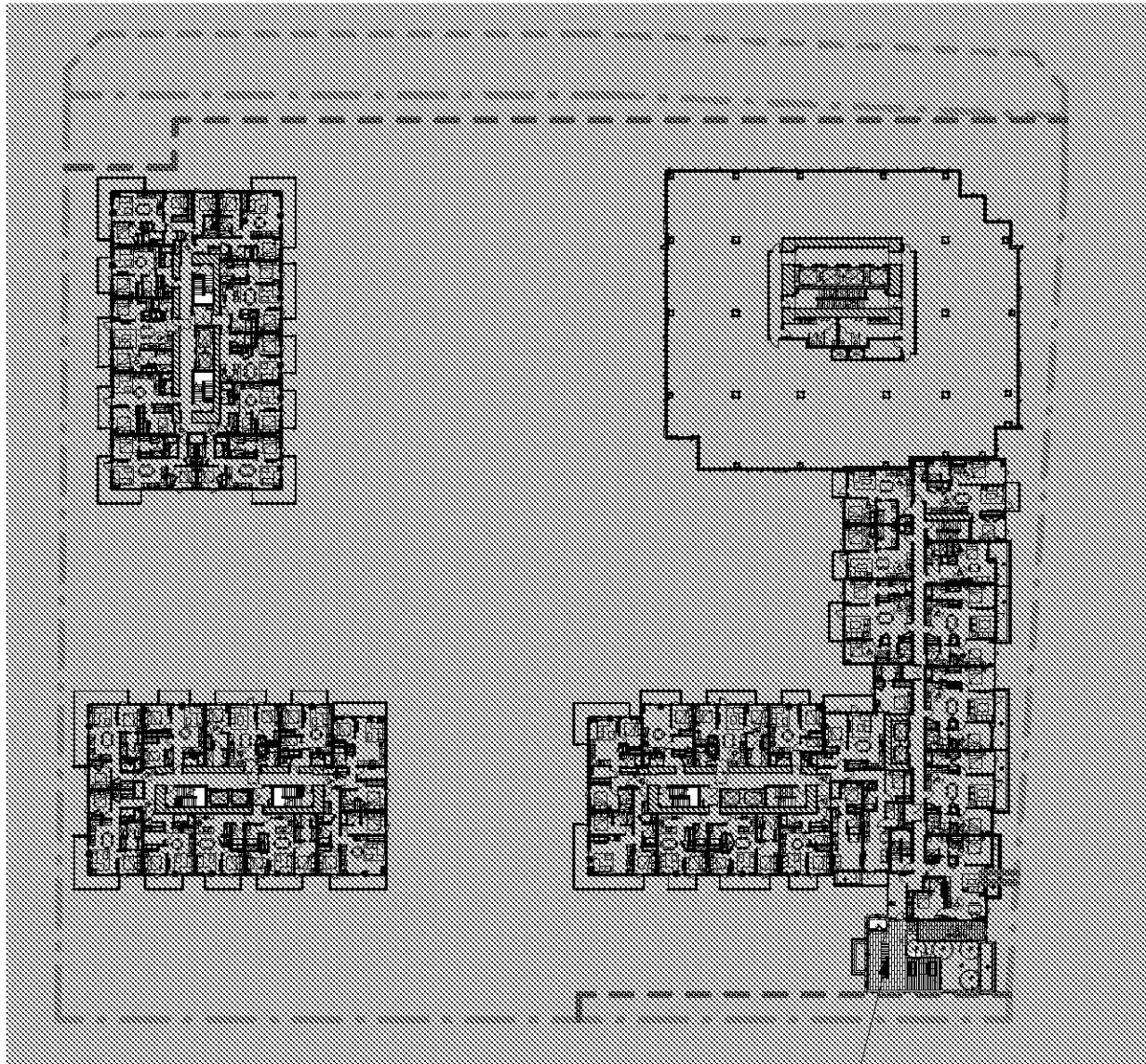


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RESIDENTIAL OUTDOOR AMENITY - L9 - AH



**AFFORDABLE HOUSING
OUTDOOR AMENITY SPACE**



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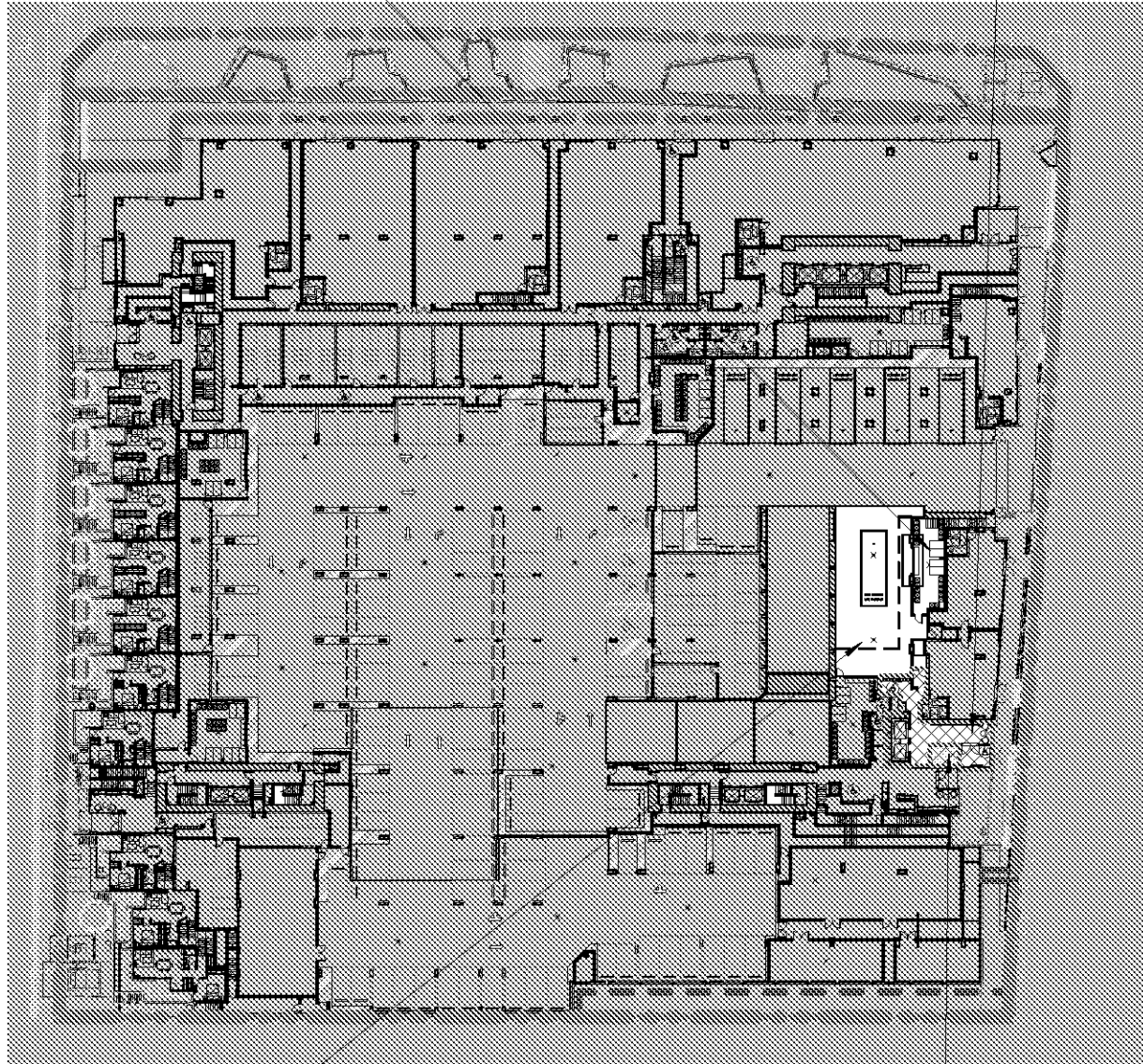
PROJECT
NORTH



A.H. LOBBY, A.H. WASTE MANAGEMENT KEYPLAN - L1

**AFFORDABLE WASTE
MANAGEMENT ROOM**

AH BUILDING LOBBY



**SHARED WASTE MANAGEMENT LOADING
SPACE**

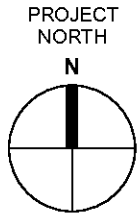
**AH INDOOR AMENITY
(ADMINISTRATION SPACE)**



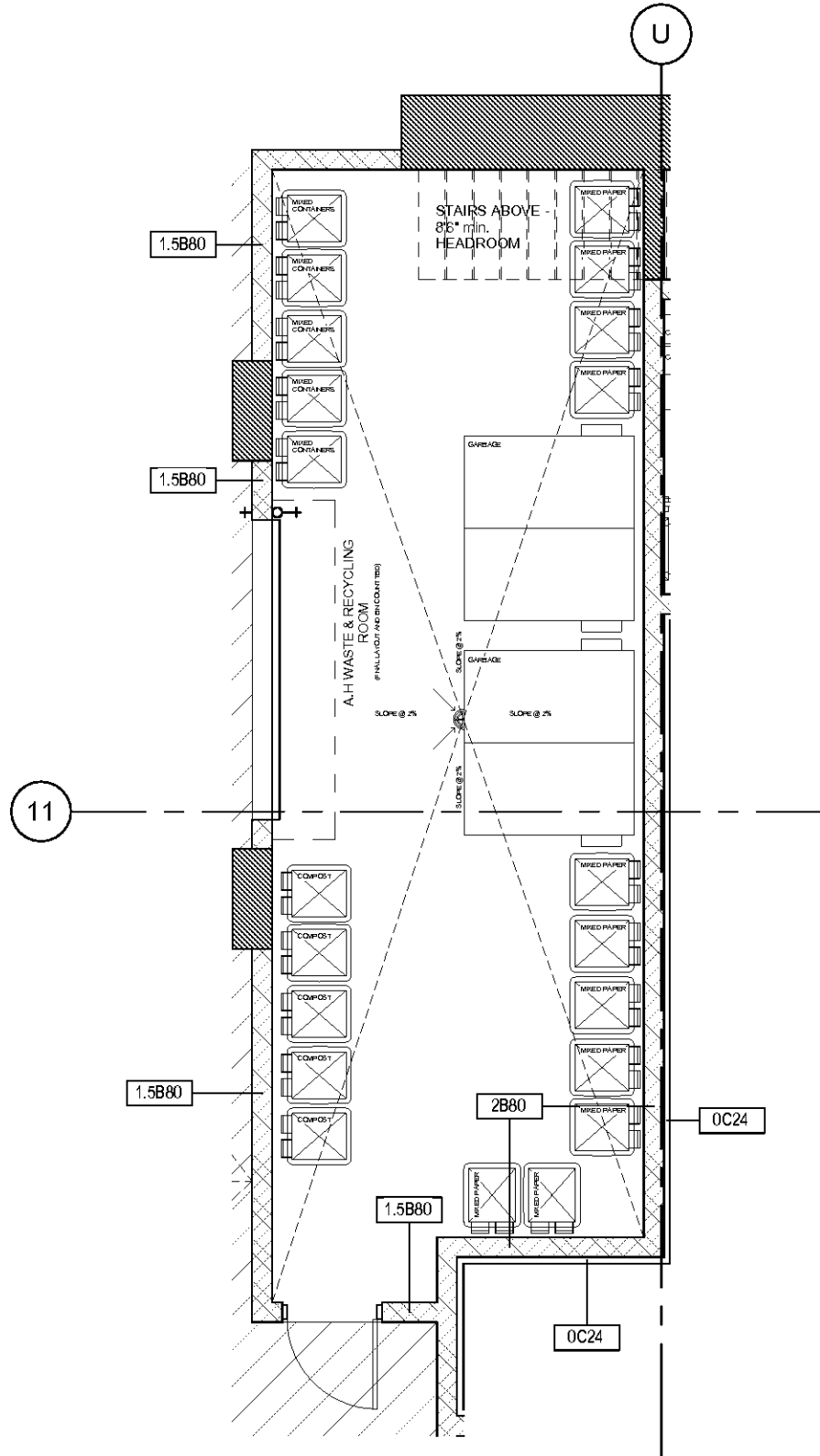
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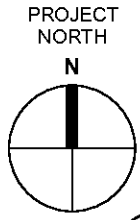


A.H WASTE MANAGEMENT ROOM

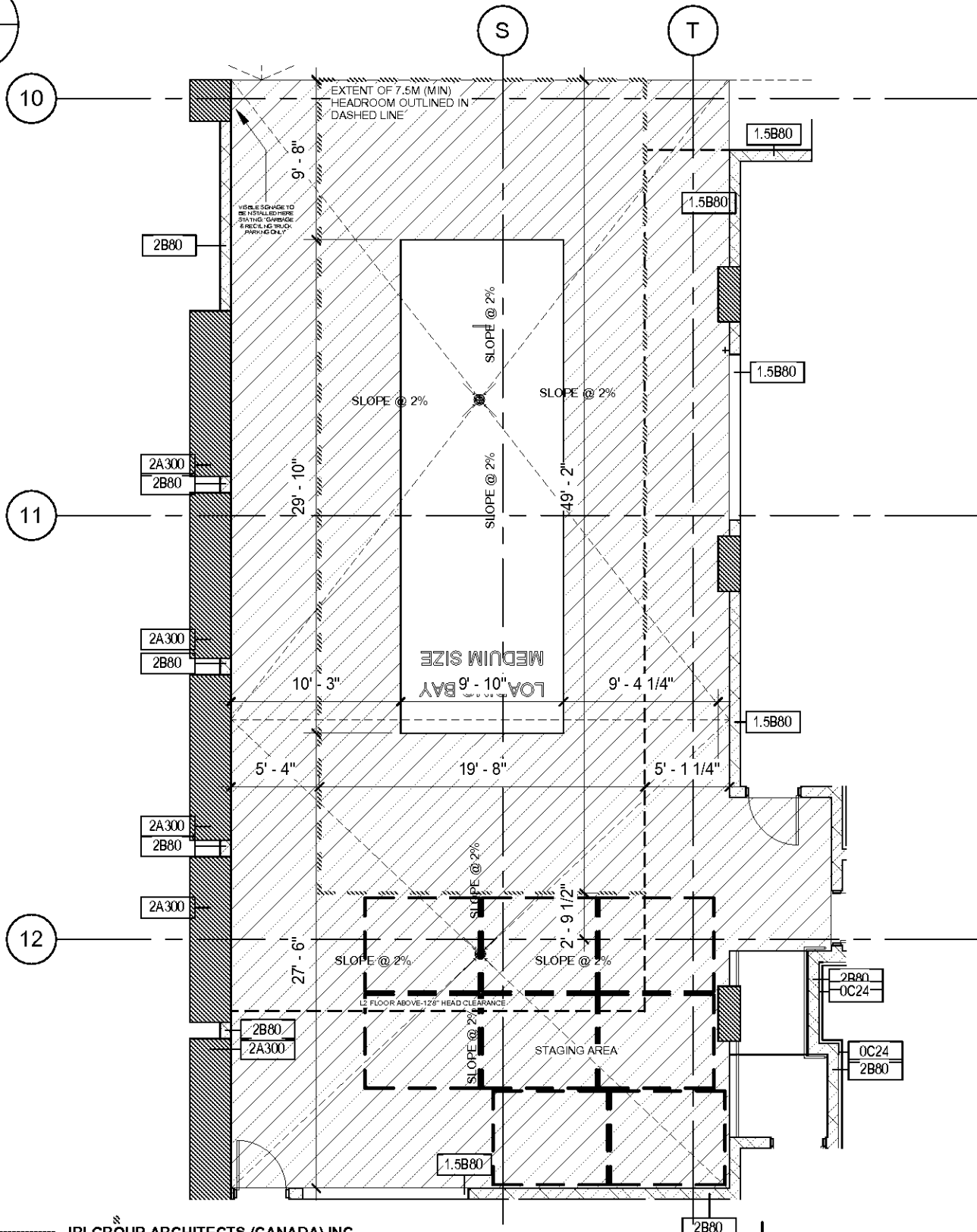


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SHARED WASTE MANAGEMENT LOADING SPACE



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PRIORITY AGREEMENT

KINGSETT MORTGAGE CORPORATION (the “Chargeholder”) is the holder of mortgages and assignments of rents encumbering the Lands which mortgages and assignments of rents are registered in the Lower Mainland LTO under numbers CA9469145, CA9469146 and CA9774692 (the “Bank Charges”).

The Chargeholder, being the holder of the Bank Charges, by signing the Form C General Instrument attached hereto as Part I, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of this Section 219 Covenant and Rent Charge and hereby covenants that this Section 219 Covenant and Rent Charge will bind the Bank Charges in the Lands and will rank in priority upon the Lands over the Bank Charges as if the Section 219 Covenant and Rent Charge had been registered prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

END OF DOCUMENT

{00730120; 9 }

Covenant & Rent Charge – Affordable Housing Building
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Applications No. RZ 18-807640 and No. DP 19-881156
Rezoning Consideration No. 12.1
Development Permit Consideration No. 3.2