

DISCLOSURE STATEMENT

THE HUDSON CONDOMINIUMS AND EXECUTIVE TOWNHOMES

Fort St. John, British Columbia

DEVELOPER: WCPG HUDSON PROPERTIES LTD.
(INC. NO BC1022406)

ADDRESS FOR SERVICE: 700-401 West Georgia Street
Vancouver, BC V6B 5A1

BUSINESS ADDRESS: 205-930 Harbourside Dr.
North Vancouver, B.C. V7P 3S7

**DATE OF DISCLOSURE
STATEMENT:** January 7, 2015

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

The Developer will not utilize the services of a real estate agent on an exclusive basis but reserves the right to appoint from time to time one or more real estate brokerages to market the Development.

The Developer may also use its own staff members to market the strata lots, most of whom are not licensed under the *Real Estate Services Act*. One or more of these staff members may be licensed under the *Real Estate Services Act*. None of the Developer's agent(s) or staff members will be acting on behalf of the Purchaser.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7 for information on the purchase agreement. That information has been drawn to the attention of

[insert purchaser's name]

[insert purchaser's name] who has
confirmed that fact by initialing in the space provided here:

[space for purchaser's initials].

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to

- (a) the developer at the address shown in the disclosure statement received by the purchaser,
- (b) the developer at the address shown in the purchaser's purchase agreement,
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

OFFERING MADE UNDER POLICY STATEMENT 5
EARLY MARKETING – DEVELOPMENT APPROVAL

Under Part 2, Division 2 of the *Real Estate Development Marketing Act*, a developer must not market a development unit unless in relation to the development units the developer has met certain preliminary requirements or approvals, including the issuance of a building permit. The Superintendent of Real Estate has stated in paragraph 5 of Policy Statement 5 (inter alia) that the superintendent considers the issuance of a development permit, or written confirmation from the appropriate municipal or other government authority that a development permit will be issued if certain conditions within the control of the developer are met, to be satisfactory evidence that the creation of the proposed development units has been approved in principle. The Developer has obtained such approval. The Superintendent of Real Estate also requires that the wording below, taken from Policy Statement 5, be included in this Disclosure Statement, to confirm that the Developer may begin marketing on complying with the following terms and conditions:

- (a) **The estimated date, as disclosed in the disclosure statement, for the issuance of a building permit, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;**
 - (b) **The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of the issued building permit is filed with the superintendent during that period. The developer must also either:**
 - (i) **prior to the expiry of the 9 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or**
 - (ii) **upon the expiry of the 9 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.**
- Additionally, the developer must provide written notice without delay to the superintendent if, during the 9 month period, all units in the development property being marketed under this Policy Statement are sold or the developer has decided not to proceed with the development.**
- (c) **Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit, contains the following provisions:**
 - (i) **The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;**
 - (ii) **If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months**

after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

- (iii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
- (iv) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

Please refer to section 7.2 for information regarding the form of purchase agreement intended to be used by the Developer. A copy of the proposed form of purchase agreement is attached as Exhibit H to this Disclosure Statement.

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1.0 The Developer

1.1 Corporate Information

(a) Jurisdiction of Incorporation

The jurisdiction of incorporation of the Developer is British Columbia.

(b) Date of Incorporation

The date of incorporation of the Developer is December 18, 2014.

(c) Incorporation Number

The incorporation number of the Developer is BC1022406.

1.2 Purpose

The Developer was created solely for the purpose of constructing the Development and developing the Strata Lots and the Developer will not own any assets other than the Developments as described in Sections 4.1 and 4.2.

1.3 Records Office

The address of the Developer's registered and records office is #205 - 930 Harbourside Drive, North Vancouver, B.C. V7P 3S7.

1.4 Directors

The following directors are required to sign this Disclosure Statement pursuant to section 14 of the *Real Estate Development Marketing Act* (BC) and section 9 of the regulations to that Act:

David Steele

1.5 Background and Conflicts of Interest for Developer, Directors, Officers and Principal Holders

(a) To the best of the Developer's knowledge, the nature and extent of the experience that the Developer and its officers and directors have in the development industry is as set out below:

David Steele is a director and officer of the Developer and has been involved in the real estate industry for 20 years and has been involved in the purchase, conversion and sale of numerous projects across Canada and the Western United States with property values well over \$25 million.

(b) To the best of the Developer's knowledge, the Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the ten years before the date of the Developer's declaration attached to the Disclosure Statement, **has not** been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

(c) To the best of the Developer's knowledge, the Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the five

years before the date of the Developer's declaration attached to the Disclosure Statement, **was not** declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

- (d) To the best of the Developer's knowledge, any director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five years prior to the date of the Developer's declaration attached to the Disclosure Statement, **has not** been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer
- (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
 - (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Conflicts

Except as disclosed below, there are no existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the development units in connection with the Development which could reasonably be expected to affect the purchaser's purchase decision.

The Developer reserves the right to grant to itself proposed encumbrances such as easements, rights of way and covenants necessary to advance and complete the Development as described in Section 4.4.

2.0 General Description

2.1 General Description of the Development

- (a) The Development (the "Development")

The Development will be a phased strata development constructed on the Lands (as defined in Section 4.1 of this Disclosure Statement) located in Fort St. John, British Columbia. The municipal address for the Lands will be issued by the City of Fort St. John following subdivision creating the Lands. The legal description of the Lands on which the Development will be situated is more particularly described in Section 4.1 below.

Subject to the specific terms set out in this Disclosure Statement, the Development will consist of no more than 86 residential strata lots (collectively referred to as the "Strata Lots" and each individually referred to as a "Strata Lot").

The Development will consist of up to 6 wood framed residential buildings to be developed and constructed in four phases as described in Section 2.3. The Developer is marketing all four phases of the Development under this Disclosure Statement. The proposed order of the phasing of the Development is as shown on the draft phasing plans attached as Exhibits A.1 and A.2 to this Disclosure Statement, and as described in the Form P Phased Strata Declaration attached as Exhibit F to this Disclosure Statement.

The proposed approximate layout, dimensions, lot lines, configuration and location of the Strata Lots for each of the phases of the Development are shown on the draft strata plan attached as Exhibit A to this Disclosure Statement (the "Preliminary Strata Plan").

(b) General Description of the Strata Lots and Offering for Sale

The Strata Lots will be single family residential strata lots within a total of 6 buildings. The Developer is offering for sale, at this time, all of the Strata Lots.

Phase 1 of the Development will consist of two buildings containing a total of 14 three bedroom strata townhome units (the "Phase 1 Strata Lots"). Phase 2 of the Development will consist of one building containing a total of 8 three bedroom strata townhome units (the "Phase 2 Strata Lots"). Phase 3 of the Development will consist of two buildings containing a total of 14 three bedroom strata townhome units (the "Phase 3 Strata Lots"). Phase 4 of the Development will consist of one building (the "Hudson Condominium Building") containing a total of 50 one and two bedroom strata condominium units (the "Phase 4 Strata Lots"). The Phase 1, Phase 2, and Phase 3 Strata Lots are hereinafter collectively titled the "The Hudson Executive Townhome Strata Lots". The Phase 4 Strata Lots are hereinafter collectively titled the "Hudson Condominium Strata Lots".

The Preliminary Strata Plan sets out the approximate layout and configuration of the Development and the Strata Lots. The actual layout, dimensions and location of the Strata Lots as constructed will be shown on the Final Strata Plan (as defined below) for the Development and may vary from what is depicted on the Preliminary Strata Plan, which is based on architectural drawings and designs. The area of the Strata Lots, common property, limited common property, and parking areas on the Final Strata Plan may vary from what is shown on the Preliminary Strata Plan due to construction variations and different measurement methods used.

The Lands will be subdivided by registration in the Prince George Land Title Office (the "Land Title Office") of a final, surveyed, phased strata plan for the Development (the "Final Strata Plan"). Following registration of the final phase of the Final Strata Plan, it is expected the legal description of the Strata Lots will be:

PID's _____ [various]
Strata Lots 1 to 86 inclusive
Section 1
Township 84
Range 19 West of the 6th Meridian
Peace River District
Strata Plan _____

The PID numbers for the Strata Lots and the Strata Plan number will be assigned by the Land Title Office when the Final Strata Plan is registered.

The proposed layout, dimensions, areas, lot lines, configuration and location of the Development and its components shown on the Preliminary Strata Plan, and in any sales brochures, drawings, renderings, plans or other materials regarding the Development, are provided for information purposes only, are subject to revision by the Developer in its sole discretion, and are not represented as being the actual final layout, areas, lot lines, dimensions, configuration or location of the Development and its components.

2.2 Permitted Use

The zoning applicable to the Development property is RM-2 (Multi-family High Density Zone), and the permissible use of the Development property as intended by the Developer is as single family dwellings. Subject to the final paragraph of this section 2.2, the Strata Lots may be used for commercial or other purposes not ancillary to residential purposes.

Purchasers should note that the RM-2 zoning allows for other permissible uses of the Development property beyond those intended by the Developer. Purchasers are advised to obtain further information and details about the applicable zoning and permissible uses of the Development property from Development Services at the City of Fort St. John, which can be reached at the mailing address of 10631 - 100 Street, Fort St. John, BC, V1J 3Z5, by phone at 250 794 3263 and by email at developmentservices@fortstjohn.ca.

The use of the Strata Lots will be subject to the restrictions contained in the Bylaws described in Section 3.5, existing and proposed encumbrances described in Sections 4.3 and 4.4, and applicable laws of general application, including the bylaws of the City of Fort St. John. Purchasers should familiarize themselves with the foregoing.

2.3 Phasing

The Development will consist of 4 phases for a total of 86 potential Strata Lots as set out below:

PHASE NUMBER	NUMBER OF POTENTIAL STRATA LOTS
1	14
2	8
3	14
4	50

The Developer is currently marketing all four phases in the Development.

Purchasers are cautioned that the Developer is entitled not to proceed with subsequent phases. The Developer reserves the right to amend the above phasing details, including the layout and number of Strata Lots in each phase of the Development.

The phases described in this Disclosure Statement have been approved in principle by the Approving Officer for the City of Fort St John. The Approving Officer has not yet indicated that the Form P Phased Strata Plan Declaration attached as Exhibit F to this Disclosure Statement is approved in principle. The actual Form P as filed along with the first phase of the Final Strata Plan may vary slightly from the exhibit attached.

The Developer may, depending on circumstances, amend the phasing plan for the Development by moving strata lots among phases, consolidating phases and/or reordering phases,

depending on requests from purchasers. Any such changes will be approved by the relevant authorities and will form the subject of an amendment to this Disclosure Statement.

3.0 Strata Information

3.1 Unit Entitlement

The unit entitlement figures of Strata Lots indicate the share of each Strata Lot in the common property, common facilities and other assets of the Strata Corporation (the "Common Property"), and are the figures by which the proportionate contributions of Strata Lot owners to the expenses of the Strata Corporation (the "Strata Corporation") are determined.

The unit entitlement of a Strata Lot is generally based on the habitable area of the Strata Lot in square metres, rounded to the nearest whole number, excluding any non-living areas. "Habitable area" is defined in section 246 of the *Strata Property Act* by reference to Regulation 14.2 of the *Strata Property Act* as "the area of a residential strata lot which can be lived in, but does not include patios, balconies, garages, parking stalls, or storage areas other than closet space."

The proposed unit entitlement figures for the Strata Lots in each successive phase of the Development are set out in the draft Form V Schedules of Unit Entitlement attached as Exhibit B, B.1, B.2 and B.3 to this Disclosure Statement. The unit entitlement figures set out in the draft Form V Schedules of Unit Entitlement are based on proposed architectural drawings and will vary when calculated on the basis of the Final Strata Plan. The final Form V Schedules of Unit Entitlement will be filed concurrently with the filing of each phase of the Final Strata Plan at the Land Title Office.

3.2 Voting Rights

Each Strata Lot shall have one (1) vote at meetings of the Strata Corporation.

3.3 Common Property and Facilities

The Strata Lots will be owned individually, together with a proportionate share in the Common Property of the Development and other assets of the Strata Corporation.

The owners of Strata Lots are entitled to a proportionate share, based on unit entitlement, of the Common Property shown on the Final Strata Plan as filed in the Land Title Office and as modified, and other assets of the Strata Corporation. The Strata Lot owners will own the Common Property and other assets of the Strata Corporation as tenants-in-common.

This entitlement is subject to the bylaws of the Strata Corporation, any designations of Common Property as Limited Common Property and any licences, easements, leases, rights-of-way or covenants or any other encumbrances described in this Disclosure Statement which are granted by the Developer prior to registration of the Final Strata Plan or by the Strata Corporation once the Final Strata Plan is registered in the Land Title Office and the Strata Corporation is formed.

The cost of operating and maintaining those portions of the Common Property available for use by the Strata Lot owners will be shared by the owners and included in their monthly assessments in accordance with the unit entitlement of their respective Strata Lots.

The use (including scheduling if applicable), cleaning, maintenance, repair, and replacement of the Common Property will be the responsibility of the Strata Corporation and each Strata Lot owner will be responsible to share in such costs and expenses, as more particularly described below.

3.4 Limited Common Property

Limited Common Property (the "Limited Common Property") is an area within the Common Property that is designated for the exclusive use of one or more Strata Lot owners.

The Developer will designate balconies, patios or decks and driveways as Limited Common Property for the benefit of the appurtenant Strata Lots by showing those areas as Limited Common Property on the Final Strata Plan when filed.

Such a designation of Limited Common Property on the Final Strata Plan may only be removed by unanimous resolution of the members of the Strata Corporation.

The Developer reserves the right to expand any areas designated as Limited Common Property for the exclusive use of one of the Strata Lots or change any designation from Limited Common Property to Common Property, and *vice versa*.

The bylaws of the Strata Corporation will provide that owners of the Strata Lots will be responsible for maintaining and repairing Limited Common Property which they use, other than the following items which are to be maintained and repaired by the Strata Corporation:

- (a) repair and maintenance that in the ordinary course of events occurs less than once a year;
- (b) the structure of a building;
- (c) the exterior of a building including roofs;
- (d) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (e) doors, windows or skylights on the exterior of a building or that front on the Common Property; and
- (f) fences, railings and similar structures that enclose patios, balconies and yards.

Common expenses of the Strata Corporation that relate to repairing and maintaining Limited Common Property are allocated only to those Strata Lots entitled to use that Limited Common Property, and will be shared among such Strata Lots on the basis of their relative Unit Entitlement. Any special levy, however, which relates to Limited Common Property, will be paid for by the owners of all Strata Lots in proportion to the relative Unit Entitlement of the Strata Lots.

3.5 Bylaws

Strata corporations have bylaws that govern certain of the affairs of strata lot owners and the strata development. Bylaws provide for the control, management, administration, use and enjoyment of the strata lots and the common property. The initial bylaws (the "Bylaws") for the Development will be substantially similar to those set out in the Form Y Notice of Different Bylaws, a copy of which is attached as Exhibit C to this Disclosure Statement. The Bylaws will be filed in the Land Title Office concurrently with the Final Strata Plan.

Purchasers are cautioned that they should review the Bylaws attached as Exhibit C carefully, as those Bylaws set out rules and restrictions on various matters regarding the Development and the Strata Lots.

For example, the Bylaws deal with the following matters:

Bylaws 5(3) to 5(10) impose certain restrictions regarding pets, including specifically limiting pets to one small dog, or one cat, or one other small animal.

Bylaw 5(12) restricts the use of the Strata Lots to residential purposes.

Bylaw 36 restricts the use of parking areas.

Bylaw 37 restricts the placement of "for sale" signs to a common post area.

Bylaw 2 creates separate types of strata lots ("Types"). The Hudson Executive Townhome Strata Lots shall be one Type and the Hudson Condominium Strata Lots shall be a separate Type. Bylaw 2 contains provisions governing payment of maintenance and other common costs attributable only to that particular Type, as well as provisions appointing separate executives to govern the administration of each Type. For example, the cost to maintain and repair the Parkade CP Parking Stalls (as hereinafter defined) is solely to be borne by the Hudson Executive Townhome Strata Lots Type.

3.6 Parking

Each Hudson Executive Townhome Strata Lot will have a drive-in 2 car garage located within the Strata Lot.

The Development will include an underground parkade located beneath the Hudson Condominium Building and constructed as part of Phase 4 of the Development, containing 40 common property parking stalls (the "Parkade CP Parking Stalls"). The Parkade CP Parking Stalls are for the use of those purchasers of the Hudson Condominium Strata Lots who choose to acquire the use of the Parkade CP Parking Stalls from the Developer, as further described below.

Prior to submitting the Final Strata Plan for filing in the Land Title Office, the Developer will enter into a lease with itself or an associated company (the "Lessee") in substantially the form of lease attached as Exhibit G to this Disclosure Statement (the "Parking Lease"), giving the Lessee an exclusive lease of the Parkade CP Parking Stalls and a non-exclusive lease of those parts of the Lands, including any Common Property created upon registration of the Final Strata Plan, necessary for access to and egress from the Parkade CP Parking Stalls. The Parking Lease will be for a term ending on the earlier of the date which is 999 years from the date of the Parking Lease, the date that each of the Hudson Condominium Strata Lots are no longer habitable, or the date the Strata Corporation is dissolved or wound up and the assets of the Strata Corporation distributed accordingly.

Following submission of the Strata Plan for filing in the Land Title Office, the Lessee will enter into subleases in the form attached as Schedule "B" to the Parking Lease with those Hudson Condominium Strata Lot owners who choose to obtain the use of one or more of the Parkade CP Parking Stalls. The Hudson Condominium Strata Lot Type will assume full responsibility for the control, management and administration of those parts of the Lands leased to the Lessee in the Parking Lease, and the cost of the maintenance and repair of the Parkade CP Parking Stalls is the responsibility of the Hudson Condominium Strata Lot Type. The cost of such maintenance and repair is included in the projected operating budget of the Strata Corporation attached as Exhibit D.

The Lessee may partially assign its rights under the Parking Lease to purchasers of individual Strata Lots within the Development in the form of the parking stall assignment (the "Assignment") attached as Schedule "B" to the Parking Lease. The Lessee may charge a "one time" fee for the assignment of its rights under the Parking Lease. An Assignment may include one or more Parkade CP Parking Stalls as the Lessee may determine in its sole discretion.

Subsequent Assignments of Parking Stalls by purchasers of Lots may only be permitted in accordance with the terms of the Parking Lease.

In addition to the Parkade CP Parking Stalls, the Developer has received approval in principle from the City of Fort St. John to construct a minimum of 37 Common Property ground level parking stalls, and up to 71 Common Property ground level parking stalls in the Development (the "Surface CP Parking Stalls"). The Surface CP Parking Stalls shall be available for the use of any Strata Lot owner. Attached as Exhibits A.1 and A.2 are separate plans of the proposed phasing of the Development, with Exhibit A.1 illustrating the 37 Surface CP Parking Stalls and Exhibit A.2 illustrating the 71 Surface CP Parking Stalls.

The Developer reserves the right to amend the Final Strata Plan to designate all or any of the Parkade CP Parking Stalls and the Surface CP Parking Stalls as Limited Common Property, and the Developer further reserves the right to enter into a leasing arrangement substantially similar to the one to be used to lease and sublease the Parkade CP Parking Stalls.

The Development will include an additional 12 common property visitor parking stalls, for the use of guests and other visitors of all of the Strata Lot owners.

3.7 Furnishings and Equipment

The following furnishings and equipment are included in the purchase price of each Strata Lot:

- Stove
- Range Hood
- Refrigerator
- Dishwasher

The unexpired portion of any applicable manufacturer's warranty with respect to such furnishings and equipment will be passed on to purchasers.

3.8 Budget

The Developer must pay all the expenses of the Strata Corporation up to the end of the month in which the first conveyance of a Strata Lot to a purchaser occurs. An interim budget of operating expenses for each phase and each Type of Strata Lot, for the 12 month period beginning the first day of the month following the month in which the first conveyance of a Strata Lot to a purchaser occurs, is attached as Exhibit D. Exhibit D sets out the estimated monthly maintenance fees for the Strata Lots based on the interim budget. The actual monthly assessments for the Strata Lots will be calculated upon finalization of the unit entitlement figures as described in Section 3.1 above, and the monthly maintenance fees will be further adjusted once the Strata Corporation has established the actual annual budget of operating expenses following the first annual general meeting of the Strata Corporation.

The estimated costs are based on current costs being experienced by existing comparable projects. It is possible that costs for items such as insurance premiums and utilities, which are beyond the control of the Developer, may increase, resulting in increases to the budget and to the monthly strata fees.

At the first annual general meeting of the Strata Corporation and at each annual general meeting thereafter, the Strata Corporation will approve a new Strata Corporation budget for the following 12-month period. The monthly maintenance fees for each such 12-month period will be calculated based on the approved budget and the unit entitlement for each Strata Lot. The

Developer will establish prior to the first conveyance of a Strata Lot to a purchaser, a contingency reserve fund and contribute an amount corresponding to the lesser of:

- (a) 5% of the Strata Corporation's interim budget, multiplied by the number of years and partial years since the deposit of the Final Strata Plan; and
- (b) 25% of the Strata Corporation's interim budget.

The contingency reserve fund is established to pay for common area expenses that usually occur less often than once a year or that do not usually occur. The interim budget also includes a contingency reserve fund component to which the owners of Strata Lots will contribute by means of strata fees, equal to 5% of the estimated operating expenses as set out in the interim budget (which is in addition to the 5% initial one-time contribution by the Developer to establish the fund). The contingency reserve fund will increase to at least 10% of the estimated operating expenses after the first annual general meeting of the Strata Corporation and is required to be at least 10% each year until the contingency reserve fund is at least equal to 25% of the estimated operating expenses, at which time the Strata Corporation may approve a different amount.

The Strata Corporation will pay for maintaining common areas and facilities and the owner of each Strata Lot is responsible for paying for all other services provided to each Strata Lot independently.

3.9 Utilities and Services

Services will be provided as follows:

SERVICE	AVAILABLE
Water	Yes, provided by the City of Fort St. John
Electricity	Yes, provided by BC Hydro
Sewerage	Yes, provided by Strata Corporation as part of infrastructure
Natural gas	Yes, provided by Pacific Northern Gas
Fire protection	Yes, provided by the City of Fort St. John
Telephone	Yes, provided by TELUS

3.10 Strata Management Contracts

The Developer intends to cause the Strata Corporation to enter into a management agreement with Sterling Property Strata Management with respect to the control, management and administration of the Common Property. Under section 24 of the *Strata Property Act*, such management agreement will terminate automatically four weeks after the date of the second annual general meeting of the Strata Corporation unless the Strata Corporation, by majority vote at the second annual general meeting, resolves to continue the contract. The management agreement may also be terminated at any time on two months' notice: (i) by the Strata Corporation if the cancellation is approved by a 3/4 vote at a meeting of the Strata Corporation, and (ii) by the property manager. The property manager will not be related to the Developer.

3.11 Insurance

The Developer will place insurance coverage in respect of the Development before commencement of construction on commercially reasonable terms regarding Comprehensive General Liability and other matters normally subject of such insurance.

The Developer will replace the insurance set out above on completion of the Development with insurance as required by the *Strata Property Act* which provides that the strata corporation must obtain and maintain property insurance on common property, common assets, buildings shown on the strata plan, and fixtures built or installed on a strata lot, if the fixtures are built or installed by the owner developer as part of the original construction on the strata lot. The property insurance must be on the basis of full replacement value, and insure against major perils, as set out in the regulations, and any other perils specified in the bylaws. The strata corporation must obtain and maintain liability insurance to insure the strata corporation against liability for property damage and bodily injury. The strata corporation may obtain and maintain errors and omissions insurance for council members against their liability and expenses for errors and omissions made in the exercise of their powers and performance of their duties as council members. The strata corporation may obtain and maintain insurance in respect of a peril or liability of the strata corporation that is not referred to in section 149 or 150 of the *Strata Property Act*, with respect to fixtures built or installed on a strata lot that were not built or installed by the owner developer as part of the original construction on the strata lot.

Purchasers will be responsible to insure the contents of their Strata Lots.

3.12 Rental Disclosure Statement

Under Section 139 of the *Strata Property Act*, a developer must disclose to any purchaser the intention to lease Strata Lots in order to ensure that such Strata Lots may be leased in the future.

A Rental Disclosure Statement in Form J will be filed with the Superintendent of Real Estate in substantially the form attached as Exhibit E.

There is no bylaw restricting the rental of the Strata Lots.

4.0 Title and Legal Matters

4.1 Legal Description

The Development property will be created by the deposit of the Final Strata Plan in the Land Title Office against the lands presently legally described as:

PID: 029-461-677 Lot A Section 1 Township 84 Range 19 West of the 6th Meridian
Peace River District Plan EPP47215 (the "Lands").

A copy of the plan of the Lands is attached to this Disclosure Statement as Exhibit A.3.

4.2 Ownership

Western Canadian Properties Group 1 Limited Partnership (the "LP") is the beneficial owner of the Lands. Western Canadian Properties Management Ltd. ("WCPM") as to an undivided 93/100 interest, and WCPG Trump Gardens - Cypress Homes Ltd. ("WCPG"), as to an undivided 7/100 interest, are the registered owners of the Lands. The Developer has entered into an agreement with the LP, WCPM and WCPG whereby the Developer can direct the LP, WCPM and WCPG to transfer registered and beneficial title to the purchasers of Strata Lots.

4.3 Existing Encumbrances and Legal Notations

The following encumbrances and legal notations are presently registered against title to the Lands:

- (a) Legal Notations: None

(b) Registered Encumbrances:

- (i) Mortgage CA3301582 in favour of First West Credit Union. This mortgage registered against the Lands will be discharged from title upon the transfer of the Strata Lots from the Developer to purchasers of the Strata Lots.
- (ii) Assignment of Rents CA3301583 in favour of First West Credit Union. This assignment of rents registered against the Lands will be discharged from title upon the transfer of the Strata Lots from the Developer to purchasers of Strata Lots.
- (iii) Statutory Rights of Way CA3687072 and CA3687073 in favour of British Columbia Hydro and Power Authority ("Hydro") and Telus Communications Inc. ("Telus"), respectively. These two statutory rights away grant Hydro and Telus the right to install certain equipment and other works (the "Works") on the Lands for the purposes of providing electricity and telecommunications onto the Lands, respectively, and the statutory rights of way further permit Hydro and Telus to come onto the Lands for the purposes of maintaining, repairing and replacing the Works.
- (iv) Statutory Right of Way CA4110529 in favour of The City of Fort St. John. This statutory right of way grants to The City of Fort St. John the right to establish, operate, maintain, repair and replace infrastructure used to transport water over, across and under the Lands, and further permits the City of Fort St. John to enter onto the Lands for the purposes of maintaining, repairing and replacing this infrastructure.
- (v) Priority Agreement CA4110530. This priority agreement grants Statutory Right of Way CA4110529 priority in registration ahead of Mortgage CA3301582 and Assignment of Rents CA3301583.

4.4 Proposed Encumbrances:

The Developer reserves the right to register additional encumbrances against or benefitting the title to the Lands, the Strata Lots and the Common Property which the Developer considers necessary to advance and complete the Development or to modify or extend any encumbrances and legal notations, such as but not limited to rights of way, easements, access and cost sharing agreements, construction access and support agreements, crane swing easements, access easements, leases, restrictive covenants, dedications and other rights or restrictions required by the public or private entities including but not limited to the following:

- (a) the City of Fort St. John and other applicable government authorities;
- (b) utility and telecommunications suppliers including Shaw, B.C. Hydro, Pacific Northern Gas;
- (c) other public or private utility companies or other entities;
- (d) owners, occupants or developers of property adjacent to the Lands;
- (e) a lender for the modification or extension of the Lender's Financing (as defined below), or another financial institution to secure its financing for the Development; and
- (f) the Developer.

In addition to the above, the Developer has obtained a financing commitment from China High Growth Capital Ltd. (the "Lender") in order to construct and complete the Development, and in connection therewith, additional charges such as a mortgage and assignment of rents may be registered against title to the Lands (the "Lender's Financing"). The Developer may, however, use its own funds, in which case title to the Lands will not be encumbered by any third party financing.

As well, the Developer may secure preferable alternate financing to replace that granted by the Lender if it is able to do so in which case that alternate lender will for the purposes of this Disclosure Statement become the "Lender" and the security registered in favour of that alternate lender will become the "Lender's Financing".

The Developer will ensure that no Purchaser will take title to a Strata Lot unless the Lender's Financing is discharged or undertakings are in place to permit such discharge.

Any additional charges will be referred to in an amendment to this Disclosure Statement.

4.5 Outstanding or Contingent Litigation or Liabilities

To the knowledge of the Developer, there is no outstanding litigation in respect of the Development.

The only outstanding liabilities in respect of the Development are those incurred in the ordinary course of construction of the Development, which will be paid or satisfied by the Developer in due course.

4.6 Environmental Matters

Based on a physical examination of the Lands, the Developer is not aware of any dangers or requirements relating to flooding or condition of soil and subsoil or other environmental matters affecting the Development.

5.0 Construction and Warranties

5.1 Construction Dates

The estimated date range for the commencement of construction of Phase One of the Development is between March 1, 2015 and May 30, 2015, and the estimated date range for the completion of construction of Phase One of the Development is between October 1, 2015 and December 31, 2015. The estimated date range for the commencement of construction of Phase Two of the Development is between April 1, 2015 and June 30, 2015, and the estimated date range for the completion of construction of Phase Two of the Development is between November 1, 2015 and January 31, 2016. The estimated date range for the commencement of construction of Phase Three of the Development is between May 1, 2015 and July 30, 2015, and the estimated date range for the completion of construction of Phase Three of the Development is between December 1, 2015 and February 29, 2016. The estimated date range for the commencement of construction of Phase Four of the Development is between May 15, 2015 and August 15, 2015, and the estimated date range for the completion of construction of Phase Four of the Development is between November 15, 2016 and February 15, 2017. The estimated dates for the commencement and completion of construction for all phases in the Development are as set out in the Form P Phased Strata Declaration attached hereto as Exhibit F.

These dates are estimates only and may vary based on construction factors or market conditions and are subject to the provisions of the contracts of purchase and sale for the Strata Lots.

The contract of purchase and sale may state earlier or later dates for completion as the dates above are only for filing purposes and are not to be relied upon as binding dates for completion of construction or completion of purchase transactions for Strata Lots.

5.2 Warranties

The Development, including each individual Strata Lot, will be covered by the mandatory warranties required under the *Homeowner Protection Act* (BC) and will include coverage for defects in specified materials and labour for up to two years from the date the warranty commences, defects in the building envelope for a period of five years from the date the warranty commences and structural defects for a period of ten years from the date the warranty commences. Improper or inadequate maintenance may void warranty coverage. The warranty may require that certain moisture content measurement devices be installed in the exterior walls of the Development, and if so, the warranty holder shall be permitted access to the Development and obtain readings from the measuring devices.

The builder used by the Developer for construction will be licensed under the *Homeowner Protection Act*.

Any manufacturers' warranties on appliances and common area equipment will be assigned to the Strata Lot owner or the Strata Corporation, respectively, to the extent permitted by the warranty.

5.3 Previously Occupied Building

Not applicable.

6.0 Approvals and Finances

6.1 Development Approval

The Developer has obtained approval in principle to construct the Development from the City of Fort St. John.

Under Part 2, Division 2 of the *Real Estate Development Marketing Act*, a developer must not market a development unit unless in relation to the development units the developer has met certain preliminary requirements or approvals, including the issuance of a building permit. The Superintendent of Real Estate has stated in paragraph 5 of Policy Statement 5 (inter alia) that the superintendent considers the issuance of a development permit, or written confirmation from the appropriate municipal or other government authority that a development permit will be issued if certain conditions within the control of the developer are met, to be satisfactory evidence that the creation of the proposed development units has been approved in principle. The Developer has obtained such approval. The superintendent also requires that the wording below, taken from Policy Statement 5, be included in this Disclosure Statement, to confirm that the Developer may begin marketing on complying with the following terms and conditions:

- (a) **The estimated date, as disclosed in the disclosure statement, for the issuance of a building permit, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;**

- (b) The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of the issued building permit is filed with the superintendent during that period. The developer must also either:
- (i) prior to the expiry of the 9 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or
 - (ii) upon the expiry of the 9 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 9 month period, all units in the development property being marketed under this Policy Statement are sold or the developer has decided not to proceed with the development.

- (c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit, contains the following provisions:
- (i) The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
 - (ii) If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
 - (iii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
 - (iv) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

This offering is being made under the terms of Policy Statement 5 and the Developer confirms that the conditions set out above form part of the terms and conditions of this Disclosure Statement, and the rescission rights set out at the beginning of this Disclosure Statement apply to this offering.

6.2 Construction Financing

The Developer has obtained a financing commitment from China High Growth Capital Ltd. for the cost of construction and completion of the Development, including the installation of all utilities and other services associated with the Development.

The Developer may rely on its own funds to ensure payment of the cost of construction and completion of the Development, in which case the title to the Lands will be unencumbered by any third party financing.

As well, the Developer may secure preferable alternate financing to replace that granted by the Lender if it is able to do so in which case that alternate lender will for the purposes of this Disclosure Statement become the "Lender" and the security registered in favor of that alternate lender will become the "Lender's Financing" (as defined and described in Section 4.4).

The Developer will ensure that no Purchaser will take title to a Strata Lot unless the Lender's Financing is discharged or undertakings are in place to permit such discharge.

7.0 Miscellaneous

7.1 Deposits

All monies received from a purchaser shall be held in trust by Richards Buell Sutton LLP in the manner required by the *Real Estate Development Marketing Act* until the Final Strata Plan is deposited in the Land Title Office, the premises purchased are capable of being occupied and an instrument evidencing the interest of the purchaser in the Strata Lot has been accepted for registration with the appropriate Land Title Office, provided that in the event a purchaser fails to complete the purchase of a Strata Lot that he has agreed to buy, the Developer shall be entitled to retain some or all of any deposit paid by such purchaser.

The Developer may, under the *Real Estate Development Marketing Act*, enter into a deposit protection contract with an approved insurer which allows a developer to enter into an insurance contract or other form of security agreement with an approved insurer pursuant to which the deposits paid by purchasers of land to be subdivided or strata titled may be released to such developer. Accordingly, the Developer may, at its option enter into an insurance contract with an insurance company that is qualified to issue deposit protection contracts in British Columbia, or other form of security agreement as required by the *Real Estate Development Marketing Act* and to allow the deposits paid by purchasers of the Strata Lots to be released to the Developer.

7.2 Purchase Agreement

A copy of the Contract of Purchase and Sale proposed to be used for this Development is attached hereto as Exhibit H. This contract may be modified from time to time by the Developer.

The Offer to Purchase and Agreement of Purchase and Sale attached as Exhibit H is referred to as a "Purchase Agreement" in this Disclosure Statement.

The Developer in this Section 7.2 is referred to as the "Vendor" to be consistent with the terms in the Purchase Agreement.

The form of the Purchase Agreement may be modified from time to time by the Developer and may be modified by agreement between any purchaser and the Developer.

Unless otherwise defined in this Disclosure Statement, each capitalized term used in this Section 7.2 will have the meaning given to it in the Purchase Agreement. The information set out in this Section 7.2 is a summary of provisions contained in the Purchase Agreement. Please refer to the Purchase Agreement for the actual provisions summarized in this Section.

(a) Termination:

Pursuant to the terms of each Purchase Agreement, the Vendor may terminate the Purchase Agreement if:

- (i) the Purchaser defaults on any of the Purchaser's obligations as set out in subparagraph 3.2(b) of Addendum "A" of the Purchase Agreement;
- (ii) all payments on account of the Purchase Price and any other monies payable by the Purchaser under each Purchase Agreement are not paid when due, as such due date may be extended pursuant to paragraph 9.1 of Addendum "A" of the Purchase Agreement; or
- (iii) the Purchaser's notice of satisfaction or waiver of the Purchaser's conditions is not received within the time required by the Vendor pursuant to paragraph 9.2 of Addendum "A" of the Purchase Agreement.

Pursuant to the terms of paragraph 9.4 of Addendum "A" of the Purchase Agreement:

- (iv) the Purchaser may cancel the Purchase Agreement for a period of seven days after receipt of an Amendment to the Disclosure Statement that sets out particulars of the issued building permit required under Policy Statement 5 if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
- (v) if an Amendment to the Disclosure Statement that sets out particulars of the issued building permit is not received by the Purchaser within 12 months after the initial Disclosure Statement was filed, the Purchaser may at his or her option cancel the Purchase Agreement at any time after the end of that 12 month period until the required Amendment is received by the Purchaser, at which time the Purchaser may cancel the Purchase Agreement for a period of seven days after receipt of that Amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

Pursuant to the terms of the Purchase Agreement, either the Vendor or the Purchaser may at its option terminate the Purchase Agreement if the Completion Date has not occurred by the date that is 6 months after the date set out in Section 1.04 of the Purchase Agreement, as such date may be extended in accordance with the Purchase Agreement.

(b) Extension

Pursuant to the terms of the Purchase Agreement, the time for completing the sale of a Strata Lot may be extended:

- (i) if the Vendor is delayed from completing the construction of a Strata Lot or satisfying any other conditions of closing as a result of any event of any nature whatsoever beyond the control of the Vendor in accordance with paragraph 4.3 of Addendum "A" of the Purchase Agreement; or
- (ii) at the Vendor's option if all payments on account of the Purchase Price and any other monies payable by the Purchaser under the Purchase Agreement are not paid when due in accordance with Section 9.1 of Addendum "A" of the Purchase Agreement.

(c) Assignment

The Purchaser may only assign the Purchaser's interest in the Strata Lot or in the Purchase Agreement or direct the transfer of the Strata Lot to any other or additional party with the written consent of the Vendor and unless the Vendor so consents the Vendor shall not be required to convey the Strata Lot to anyone other than the Purchaser named in the Purchase Agreement. If, with the consent of the Vendor, the Purchaser assigns the Purchaser's interest in the Strata Lot or the Purchase Agreement or directs the transfer of the Strata Lot to any other or additional party, the Purchaser will pay to the Vendor a handling charge in the amount of \$500.00 plus applicable GST. No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or the Purchase Agreement or direction of transfer to any other person shall release the Purchaser from any of the Purchaser's obligations or liabilities pursuant to the Purchase Agreement.

(d) Interest

- (i) Section 3.1 (a) of Addendum "A" of the Purchase Agreement provides that if the interest on any deposit will exceed the administration costs of the stakeholder of the deposit, that stakeholder will invest the deposit in an interest bearing trust account with interest to accrue to the purchaser. The administration costs of the stakeholder are stated in section 3.2 not to exceed \$100.
- (ii) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions of the Purchase Agreement, then the Deposit shall form part of and be applied to the Purchase Price and be paid by the Stakeholder to the Vendor. Any interest earned on the Deposit (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid to the Purchaser;
- (iii) If the Purchaser fails to complete the purchase of the Strata Lot on the terms and conditions of the Purchase Agreement, then the Deposit together with interest accrued thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid by the Stakeholder to the Vendor forthwith;
- (iv) If the Purchaser gives proper notice of cancellation to the Vendor pursuant to paragraph 4.1 or 9.2 of Addendum "A" of the Purchase Agreement, then the Deposit together with all interest accrued thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid by the Stakeholder to the Purchaser and the Purchaser shall have no further claim against the Vendor; and

- (v) If the Purchaser does not give notice of cancellation pursuant to paragraphs 4.1 or 9.2 of Addendum "A" of the Purchase Agreement and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions of the Purchase Agreement, then the Deposit together with all accrued interest thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid by the Stakeholder to the Purchase and the Purchase shall have no further claims against the Vendor.

7.3 Developer's Commitments:

There are no commitments made by the Developer to be met after completion of the sale of the Strata Lots.

7.4 Other Material Facts

Caretaker's Suite

There will not be a caretaker's suite.

First Annual Meeting:

Section 16 of the *Strata Property Act* requires a Developer to hold the first annual general meeting of the Strata Corporation within 6 weeks of the earlier of:

- (a) the date on which 50% plus one of the Strata Lots in Phase One of the Development completed to date have been conveyed to purchasers; or
- (b) the date which is 9 months after the first conveyance of a Strata Lot to a purchaser by the Developer.

If the meeting is not held within such time, the Developer is required to pay to the Strata Corporation, a fine of \$1,000.00 for delay up to 30 days, and a further \$1,000.00 for each additional 7 day delay.

Documents to be delivered to the Strata Corporation:

The Developer shall provide to the Strata Corporation at the first annual general meeting of the Strata Corporation the following documents:

- (a) all plans required to obtain a building permit for the development and amendments to the building permit plans;
- (b) any documents in the Developer's possession that disclose the location of pipes, wires, cables, chutes, ducts or other service facilities which are not shown on the plans referred to under (a) above;
- (c) all contracts entered into by the Strata Corporation;
- (d) Disclosure Statement filed under the *Real Estate Development Marketing Act*;
- (e) Rental Disclosure Statements;
- (f) the registered Final Strata Plan filed at the Land Title Office;
- (g) the names and addresses of contractors, sub-contractors, and persons primarily responsible for supplying labour or materials to the development;
- (h) the names and addresses of technical consultants, including building envelope specialists, if any;

- (i) the name and address of the project manager;
- (j) all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturers' documentation and other similar information relating to the Common Property or common assets.

Contingency Reserve Fund

The Developer will establish a contingency reserve fund for the Strata Corporation, at the time of the first conveyance of a Strata Lot, which will be equal to the lesser of 5% of the Strata Corporation's interim budget, multiplied by the number of years and partial years since the deposit of the Strata Plan, and 25% of the Strata Corporation's interim budget.

Developer's Contribution

The Developer will contribute the amount required to fund the contingency reserve fund of the Strata Corporation at the time of the first conveyance of a strata lot to a purchaser in compliance with the *Strata Property Act* (anticipated to be 5% of the budget amount shown in Exhibit D).

Expenses of Strata Corporation

The Developer will pay all the Strata Corporation's expenses up to the end of the month in which the first conveyance of a Strata Lot to a purchaser occurs as required by section 7 of the *Strata Property Act*. Pursuant to Section 14 of the *Strata Property Act*, after that month, and before the first annual budget takes effect, if the Strata Corporation's expenses exceed the estimated expenses in the interim budget, then the Developer must pay the excess to the Strata Corporation. If the excess expenses are at least 10%, but less than 20%, the Developer must pay an additional amount to the Strata Corporation equivalent to the excess expenses multiplied by 2. If the excess expenses are 20% or above, the Developer must pay an additional amount to the Strata Corporation equivalent to the excess expenses multiplied by 3.

LOCAL AREA SERVICE PARCEL TAX

The Developer anticipates that a significant portion of the cost of the infrastructure improvements necessary to construct and service the Development will be advanced by the City of Fort St. John and repaid to the City over a number of years by owners of the Strata Lots and other owners of lands benefitting from those infrastructure improvements. Once the actual cost of the infrastructure improvements to be paid by the City of Fort St. John and the repayment schedule of same to the City of Fort St. John is known to the Developer this information will form the subject matter of an amendment to this Disclosure Statement.


DEEMED RELIANCE

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

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of January 7, 2015.

WCPG HUDSON PROPERTIES Ltd.



Authorized Signatory

DIRECTOR



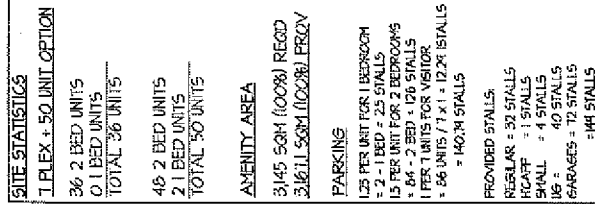
David Steele, PERSONALLY

EXHIBITS

- Exhibit A – Preliminary Strata Plan
- Exhibit A.1 - Preliminary Phasing Plan - 37 Surface CP Parking Stalls
- Exhibit A.2 - Preliminary Phasing Plan - 71 Surface CP Parking Stalls
- Exhibit A.3 – Subdivision Plan showing Lands
- Exhibit B – Draft Form V Schedule of Unit Entitlement - Phase 1
- Exhibit B.1 - Draft Form V Schedule of Unit Entitlement - Phases 1 & 2
- Exhibit B.2 - Draft Form V Schedule of Unit Entitlement - Phases 1, 2 & 3
- Exhibit B.3 - Draft Form V Schedule of Unit Entitlement - Phases 1, 2, 3 & 4
- Exhibit C – Bylaws
- Exhibit D – Budget
- Exhibit E – Form J Rental Disclosure Statement
- Exhibit F - Form P Phased Strata Declaration
- Exhibit G - Parking Lease
- Exhibit H – Contract of Purchase and Sale

EXHIBIT A

Preliminary Strata Plan



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**3707 1st AVENUE
BURNABY, BRITISH COLUMBIA
V5C 2V6. E-MAIL: pjlouis@tdginfo.ca
tel: 604-293-3700 fax: 604-293-6081**

[illegible][illegible]

102ND AVENUE

SITE PLAN
SCALE 1/8" = 1'-0"

**Bi COASTAL
ARCHITECTURE Ltd**
BRIAN H. RODGERS/JAN LAMONT
4844 NTE DRIVE
NANAIMO, BC, V9V 1Y4
250-750-5044

OWNER:
WCPG TOWNHOMES
205 - 930 HARBOURSIDE DRIVE
NORTH VANCOUVER, BC
V7P 3S7

THE HUDSON
BUILDINGS 1-4 - 7 PLEX
102nd AVE & 112th STREET
FORT ST. JOHN, BC

MATERIAL INDICATIONS		GRAPHIC SYMBOLS		CODE ANALYSIS		DRAWING LIST	
PLAN/SECTION GLASS (LARGE SCALE) GLASS (SMALL SCALE) INSULATION ROOF UNREINFORCED CONCRETE REINFORCED CONCRETE BRICK CONCRETE MASONRY UNIT METAL PLASTER SAND GUNIT REFRACTORY FLOORINGS PRECASTINGS ENTRANCES PAVING FLOOR ALUMINUM METAL		BUILDING SECTION HALL SECTION OR ELEVATION DETAIL ROOM ELEVATION LEVEL LINE COLUMN BAY LINE COLUMN AND LINE DOOR NUMBER SYMBOL WINDOW TYPE SYMBOL ROOM NUMBER WALL OR PARTITION TYPE		CASE STUDY PROJECT NAME: [REDACTED] CLIENT: [REDACTED] LOCATION: [REDACTED] DATE: [REDACTED] DRAWN BY: [REDACTED] CHECKED BY: [REDACTED] SCALE: [REDACTED] SHEET NO.: [REDACTED]		ARCHITECTURAL FLOOR PLAN SECTION ELEVATION DETAIL ROOF PLAN EXTERIOR ELEVATION INTERIOR ELEVATION SECTION DETAIL	

22 DECEMBER 2014
ISSUE FOR DEVELOPMENT PERMIT



BCA CONSULTING, LLC
10000 W. 10TH AVE., SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
WWW.BCACONSULTING.COM

PROJECT: 22-000000000000000000

DATE: 11/11/2022

BY: JACOB H. HALL

FOR: WCPG TOWNHOMES

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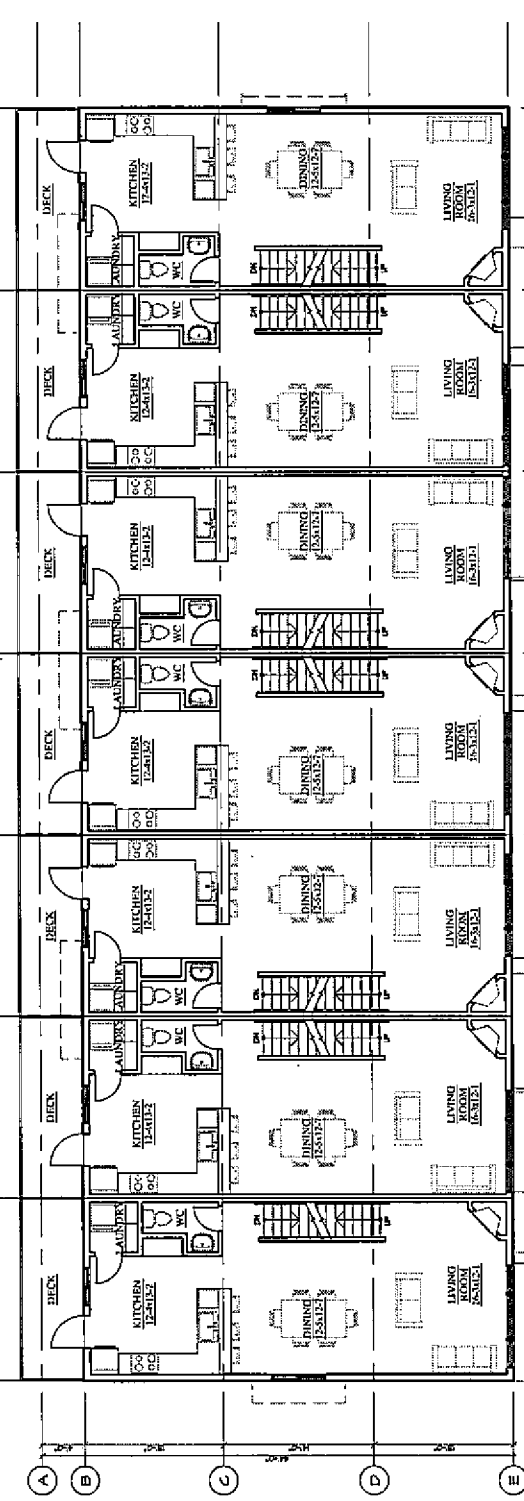
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UNITS 101 201 301 401
GROSS: 1,100 SF
NET: 1,000 SF
TOTAL: 2,100 SF
GARAGE: 400 SF

UNITS 102 202 302 402
GROSS: 1,100 SF
NET: 1,000 SF
TOTAL: 2,100 SF
GARAGE: 400 SF

UNITS 103 203 303 403
GROSS: 1,100 SF
NET: 1,000 SF
TOTAL: 2,100 SF
GARAGE: 400 SF

UNITS 104 204 304 404
GROSS: 1,100 SF
NET: 1,000 SF
TOTAL: 2,100 SF
GARAGE: 400 SF

UNITS 105 205 305 405
GROSS: 1,100 SF
NET: 1,000 SF
TOTAL: 2,100 SF
GARAGE: 400 SF

UNITS 106 206 306 406
GROSS: 1,100 SF
NET: 1,000 SF
TOTAL: 2,100 SF
GARAGE: 400 SF

UNITS 107 207 307 407
GROSS: 1,100 SF
NET: 1,000 SF
TOTAL: 2,100 SF
GARAGE: 400 SF

BUILDINGS 2 & 3 AS SHOWN
BUILDINGS 1 & 4 MIRRORED

PROJECT NO. 1004
DRAWN BY: BMR
APPROVED BY: BMR
DATE: 11/11/2022
SCALE: 1/8" = 1'-0"

SECOND LVL
FLOOR PLAN

Sheet
A-1.1



BCA
1000 WESTERN AVENUE
VANCOUVER, BC V6C 3R8
TEL: 604-681-1111
WWW.BCARCHITECTS.COM

PROJECT NO.	2004-001
DATE	2004-01-15
BY	BCA
FOR	WCPG Townhomes
PROJECT ADDRESS	1000 WESTERN AVENUE VANCOUVER, BC V6C 3R8
OWNER ADDRESS	1000 WESTERN AVENUE VANCOUVER, BC V6C 3R8
PROJECT NO.	2004-001
DATE	2004-01-15
BY	BCA
FOR	WCPG Townhomes
PROJECT ADDRESS	1000 WESTERN AVENUE VANCOUVER, BC V6C 3R8
OWNER ADDRESS	1000 WESTERN AVENUE VANCOUVER, BC V6C 3R8

WCPG Townhomes
The Hudson
Bldgs 1-4 - Lot 3&4
7 Plex

PROJECT ADDRESS
1000 WESTERN AVENUE
VANCOUVER, BC V6C 3R8

OWNER ADDRESS
1000 WESTERN AVENUE
VANCOUVER, BC V6C 3R8

PROJECT NO.
2004-001

DATE
2004-01-15

BY
BCA

FOR
WCPG Townhomes

PROJECT ADDRESS
1000 WESTERN AVENUE
VANCOUVER, BC V6C 3R8

OWNER ADDRESS
1000 WESTERN AVENUE
VANCOUVER, BC V6C 3R8

PROJECT NO.
2004-001

DATE
2004-01-15

BY
BCA

FOR
WCPG Townhomes

PROJECT ADDRESS
1000 WESTERN AVENUE
VANCOUVER, BC V6C 3R8

OWNER ADDRESS
1000 WESTERN AVENUE
VANCOUVER, BC V6C 3R8

PROJECT NO.
2004-001

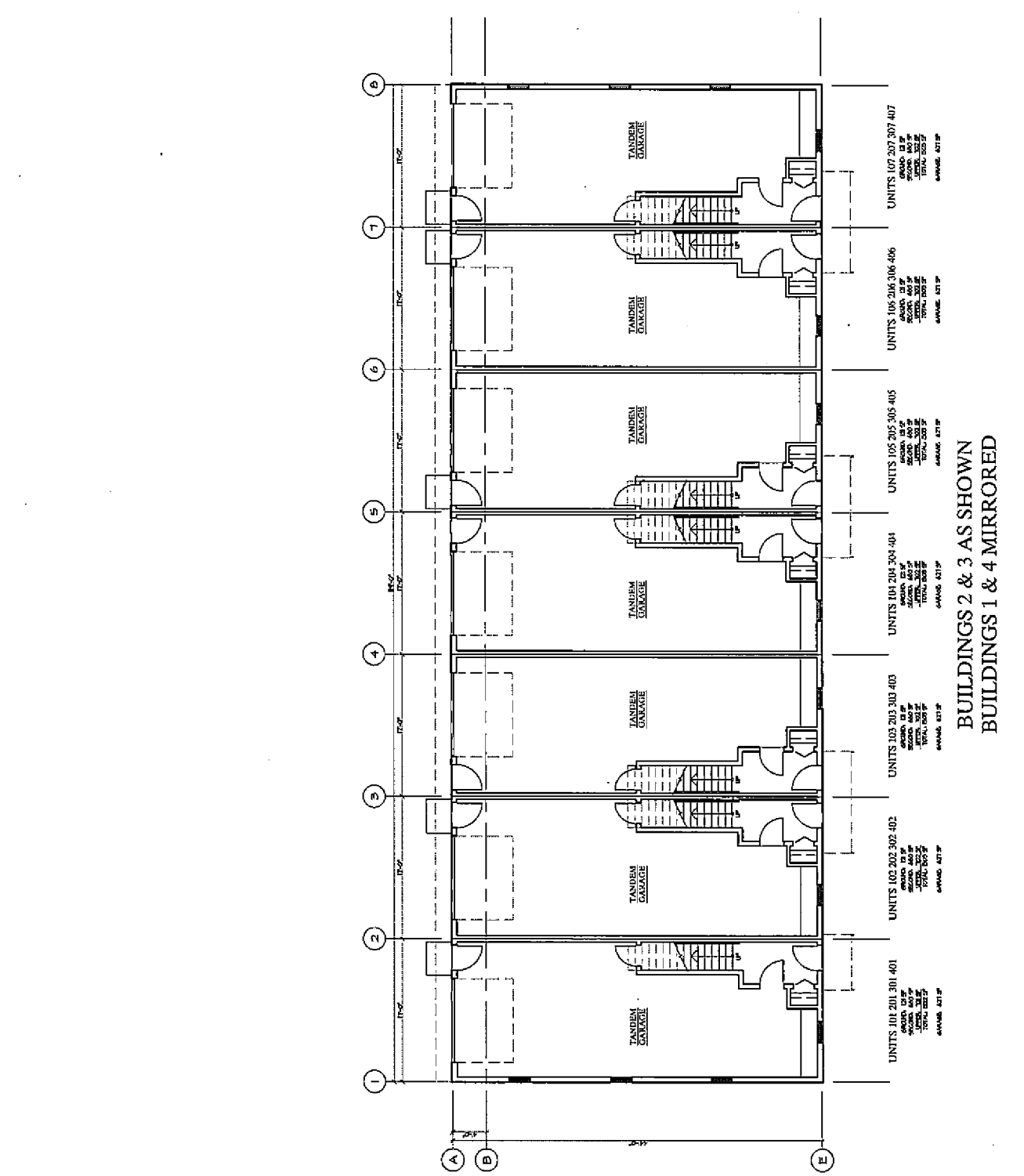
DATE
2004-01-15

BY
BCA

FOR
WCPG Townhomes

PROJECT ADDRESS
1000 WESTERN AVENUE
VANCOUVER, BC V6C 3R8

OWNER ADDRESS
1000 WESTERN AVENUE
VANCOUVER, BC V6C 3R8



BUILDINGS 2 & 3 AS SHOWN
BUILDINGS 1 & 4 MIRRORED

A-1.0



BCA
1000 N. 10TH AVE
SUITE 200
DENVER, CO 80202
TEL: 303.733.1100
WWW.BCA-ARCHITECTS.COM

PROJECT NO. 2004
DESIGNED BY BNS
APPROVED BY BNS
DATE 2005-06-04
SCALE 3/8" = 1'-0"
SHEET NO. 10
TILE THIRD LVL
FLOOR PLAN
A-1.2

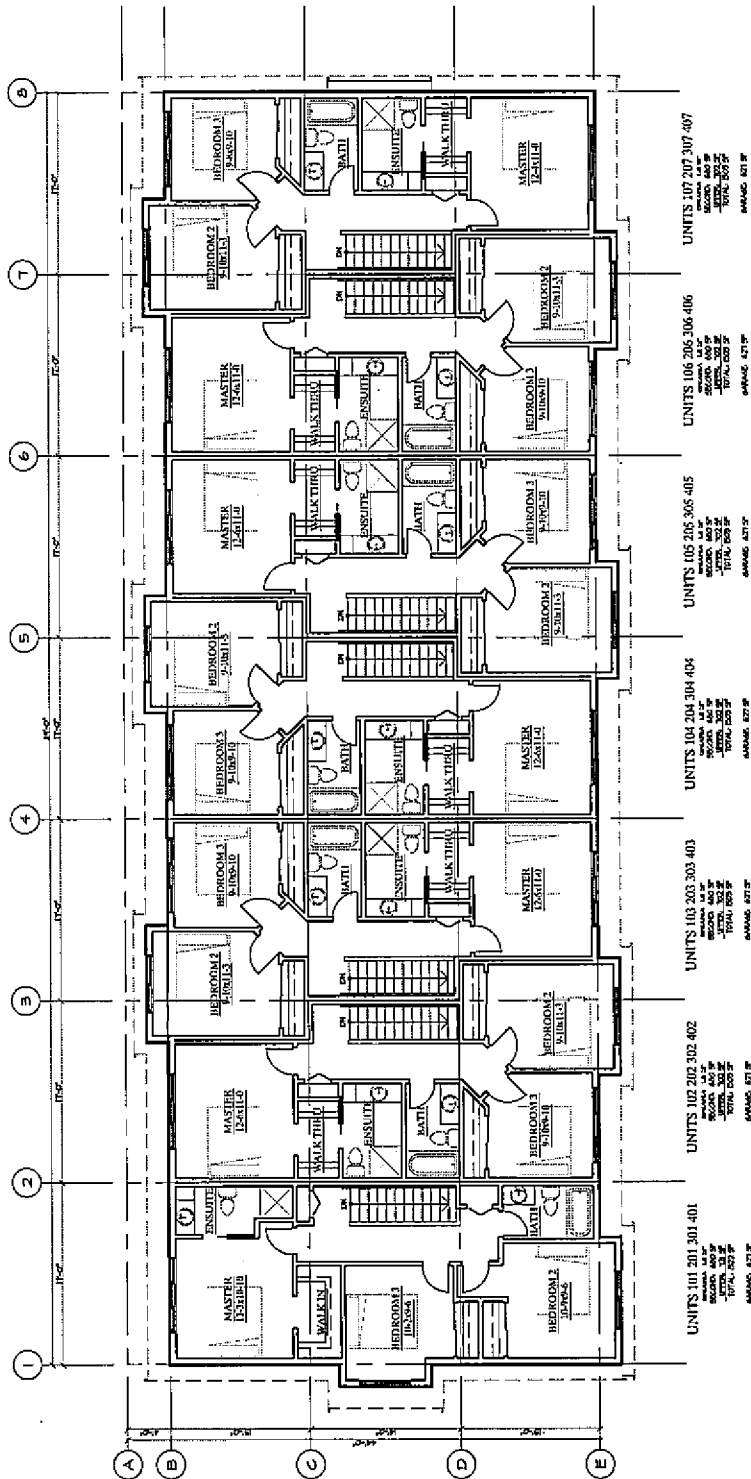
PROJ. FILE

WCPG Townhomes
The Hudson
Bldgs 1-4 - Lot 3&4
7 Plex

DESIGN ADDRESS
1000 N. 10TH AVE
SUITE 200
DENVER, CO 80202

OWNER ADDRESS
1000 N. 10TH AVE
SUITE 200
DENVER, CO 80202

PROJECT NO. 2004
DESIGNED BY BNS
APPROVED BY BNS
DATE 2005-06-04
SCALE 3/8" = 1'-0"
SHEET NO. 10
TILE THIRD LVL
FLOOR PLAN
A-1.2



BUILDINGS 2 & 3 AS SHOWN
BUILDINGS 1 & 4 MIRRORED



BCA CONSULTING
1000 WEST 10TH AVENUE
SUITE 100
VANCOUVER, BC V6H 1T1
TEL: 604-681-1111
WWW.BCA-CONSULTING.COM

PROJECT NO. 20-001

DATE: 2020-01-10

SCALE: 1/8" = 1'-0"

TITLE: EXTERIOR ELEVATIONS

PROJECT NO. 20-001

DATE: 2020-01-10

SCALE: 1/8" = 1'-0"

TITLE: EXTERIOR ELEVATIONS

PROJECT NO. 20-001

DATE: 2020-01-10

SCALE: 1/8" = 1'-0"

TITLE: EXTERIOR ELEVATIONS

PROJECT NO. 20-001

DATE: 2020-01-10

SCALE: 1/8" = 1'-0"

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DATE: 2020-01-10

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DATE: 2020-01-10

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DATE: 2020-01-10

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DATE: 2020-01-10

SCALE: 1/8" = 1'-0"

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DATE: 2020-01-10

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PROJECT NO. 20-001

DATE: 2020-01-10

SCALE: 1/8" = 1'-0"

TITLE: EXTERIOR ELEVATIONS

PROJECT NO. 20-001

DATE: 2020-01-10

SCALE: 1/8" = 1'-0"

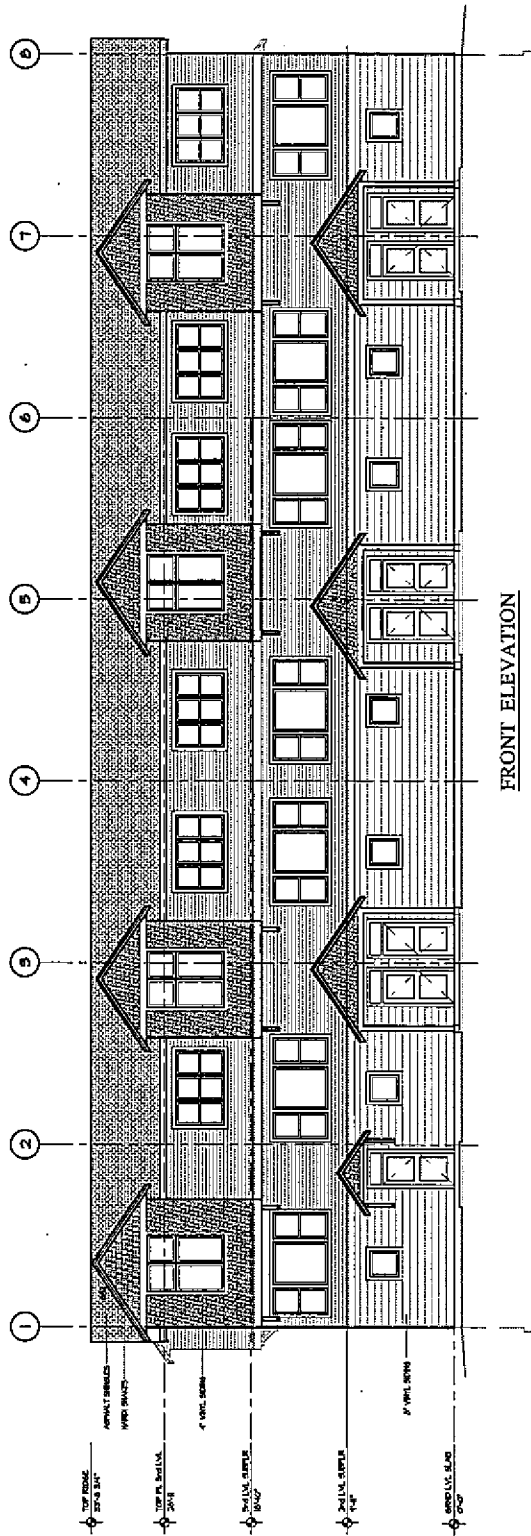
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PROJECT NO. 20-001

DATE: 2020-01-10

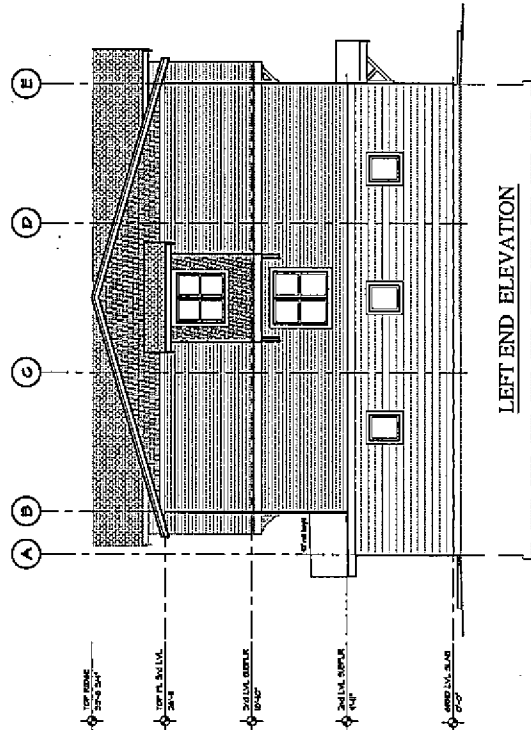
SCALE: 1/8" = 1'-0"

TITLE: EXTERIOR ELEVATIONS



FRONT ELEVATION

BUILDINGS 2 & 3 AS SHOWN
BUILDINGS 1 & 4 MIRRORED



LEFT END ELEVATION

BUILDINGS 2 & 3 AS SHOWN
BUILDINGS 1 & 4 MIRRORED



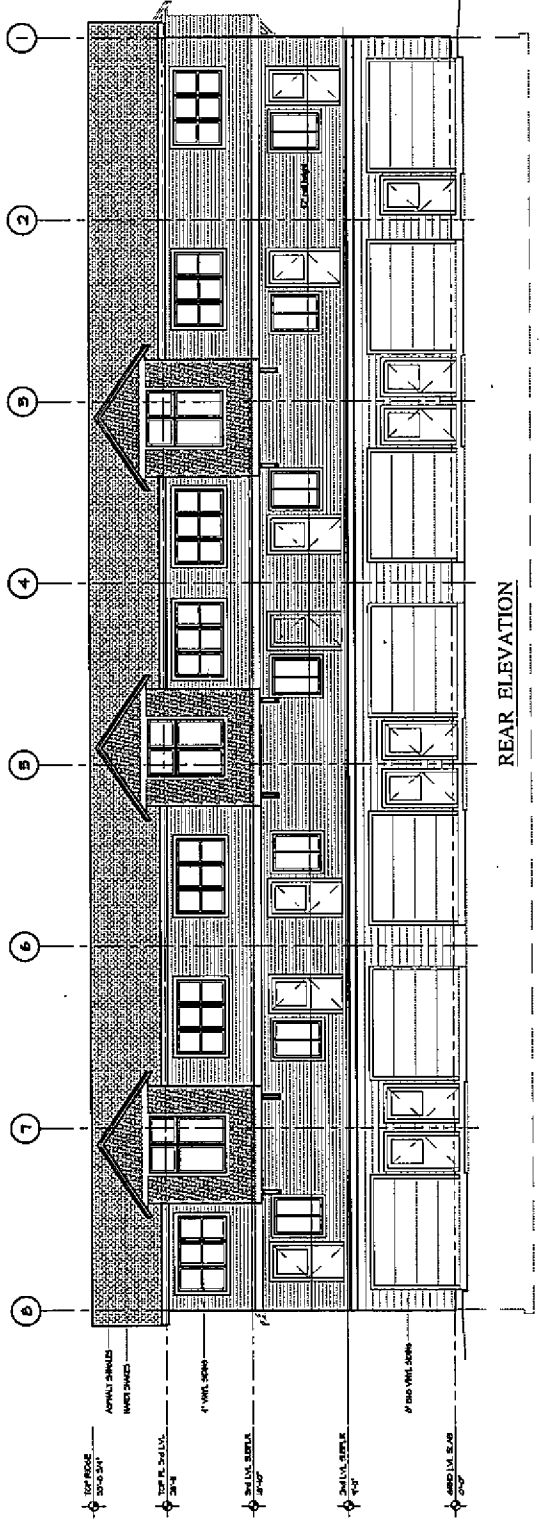
BCA CONSULTANTS
2200 AVENUE 100, SUITE 100
VANCOUVER, BC V6P 6E6
TEL: 604-271-1111
WWW.BCACLIENTS.COM

PROJECT NO.	1001
DRAWN BY	JR
APPROVED BY	JR
DATE	2018-05-04
SCALE	1/8" = 1'-0"
TITLE	EXTERIOR ELEVATIONS
DATE	
SCALE	

22.05.11 - 1001-001

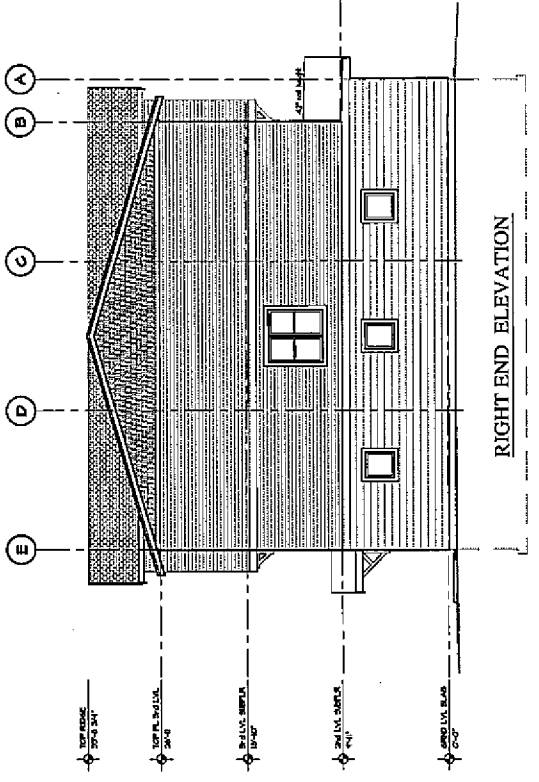
WCPG Townhomes
The Hudson
Bldgs 1-4 - Lot 3&4
7 Plex

PROJECT ADDRESS:
2200 AVENUE 100, STREET
PORT VANCOUVER
OWNER ADDRESS:
1000 100 HANCOCK DRIVE
PORT VANCOUVER BC V8P 2P7



REAR ELEVATION

BUILDINGS 2 & 3 AS SHOWN
BUILDINGS 1 & 4 MIRRORED



RIGHT END ELEVATION

BUILDINGS 2 & 3 AS SHOWN
BUILDINGS 1 & 4 MIRRORED

A-2.1



1000 WEST 10TH AVENUE
SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
WWW.BCA-CO.COM

PROJECT NO. 25-0524

DATE: 01/11/2025

BY: J. S. BENTLEY

CHECKED BY: J. S. BENTLEY

SCALE: 1/8" = 1'-0"

PROJECT: WCPG Townhomes

THE HUDSON

Bldgs 1-4 - Lot 3&4

7 PLEX

PROJECT ADDRESS:

25-0524 - J. S. BENTLEY

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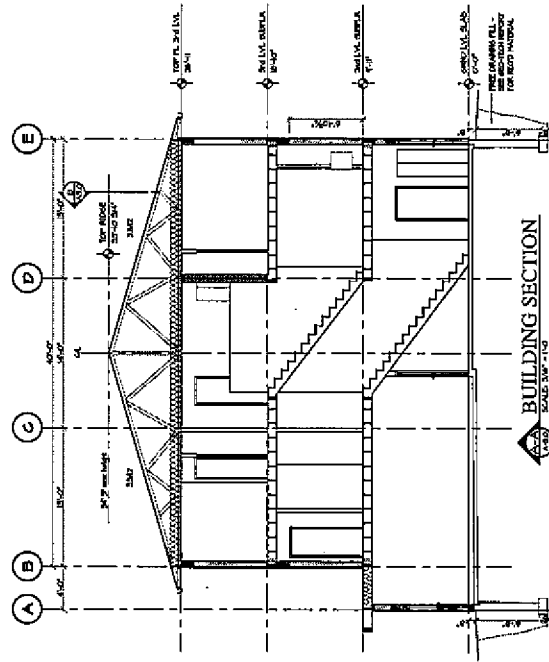
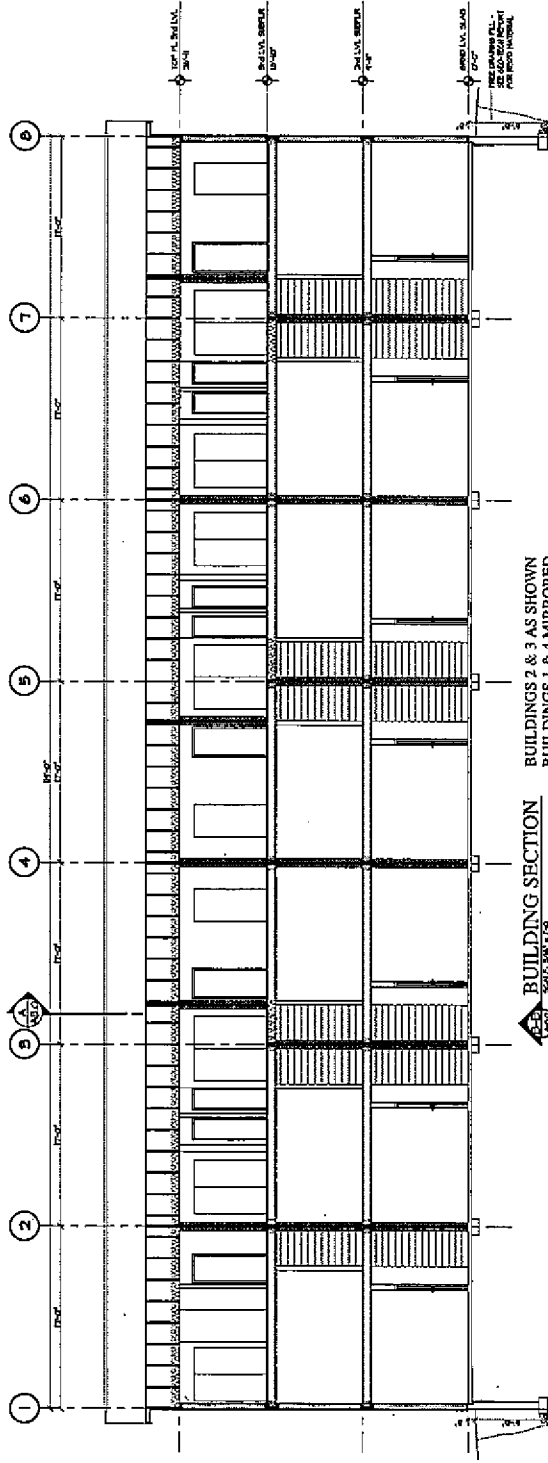
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25-0524 - J. S. BENTLEY

25-0524 - J. S. BENTLEY



PROJECT NO.	25-0524
DRAWN BY	J. S. BENTLEY
CHECKED BY	J. S. BENTLEY
DATE	01/11/2025
SCALE	1/8" = 1'-0"
TITLE	BUILDING SECTIONS

A-3.0

**Bi COASTAL
ARCHITECTURE Ltd**

OWNER:
WCPG TOWNHOMES
205 - 930 HARBOURSIDE DRIVE
NORTH VANCOUVER, BC
V7P 3S7

THE HUDSON
BUILDING 5 - 8 PLEX
1102nd AVE & 112th STREET
FORT ST. JOHN, BC

[illegible]

22 DECEMBER 2014
ISSUE FOR DEVELOPMENT PERMIT



PROFANE

20-DEC-14 08:56:14 PM SUBMITAL

WCPG Townhomes
The Hudson
Bldg 5 - Lot 3&4
8 Plex

9246
1275 - 480 HARBORSIDE DRIVE
NORTH VANCOUVER, BC V7P 3S7

1000

A-1.2



BCA CONSULTING LIMITED
1000 WESTERN AVENUE
SUITE 200
VICTORIA, BC V8M 1Y1
TEL: 250-363-1111
FAX: 250-363-1112
WWW.BCA-CONSULTING.COM

REVISIONS

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100. REVISIONS

REVISIONS

REVISIONS

WCPG Townhomes
The Hudson
Bldg 5 - Lot 3&4
8 Plex

PROJECT ADDRESS:
1000 WESTERN AVENUE
SUITE 200
VICTORIA, BC V8M 1Y1

OWNER ADDRESS:
1000 WESTERN AVENUE
SUITE 200
VICTORIA, BC V8M 1Y1

DESIGNER ADDRESS:
1000 WESTERN AVENUE
SUITE 200
VICTORIA, BC V8M 1Y1

PROJECT NO. 1000

DATE 01/01/2014

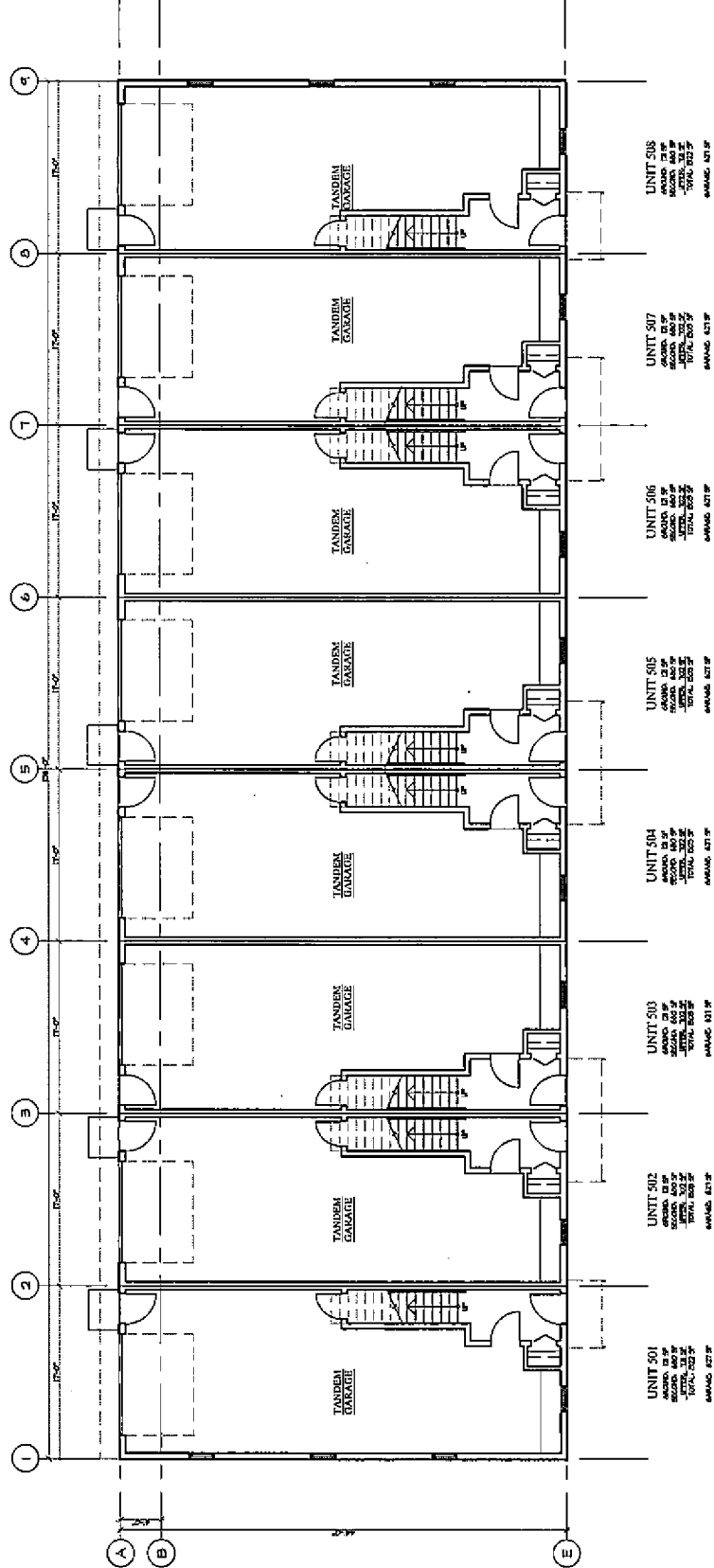
APP'D BY 01/01/2014

DATE 01/01/2014

SCALE 1/8" = 1'-0"

MSR
GROUND LVL
FLOOR PLAN

SHEET
A-1.0





BCA CONSULTANTS
1100 West 1st Avenue
Vancouver, BC V6C 1A5
Tel: 604-681-1100
Fax: 604-681-1101
www.bcaconsultants.com

DESIGN PROFESSIONAL
REGISTERED ARCHITECT
BRITISH COLUMBIA
NO. 12345
DATE: 2014-01-15

REVISIONS

0. CONFIRMATION OF THE PROJECT WITH THE CLIENT
1. PRELIMINARY DESIGN
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98. PRELIMINARY DESIGN
99. PRELIMINARY DESIGN
100. PRELIMINARY DESIGN

2014-01-15

PROJECT

WCPG Townhomes
The Hudson
Bldg 5 - Lot 3&4
8 Plex

PROJECT ADDRESS
1000 AVE & 10TH STREET
PORT ST JAMES BC

OWNER ADDRESS
1000 AVE & 10TH STREET
PORT ST JAMES BC

DATE
2014-01-15

PROJECT NO. 1234

DRAWN BY: BML

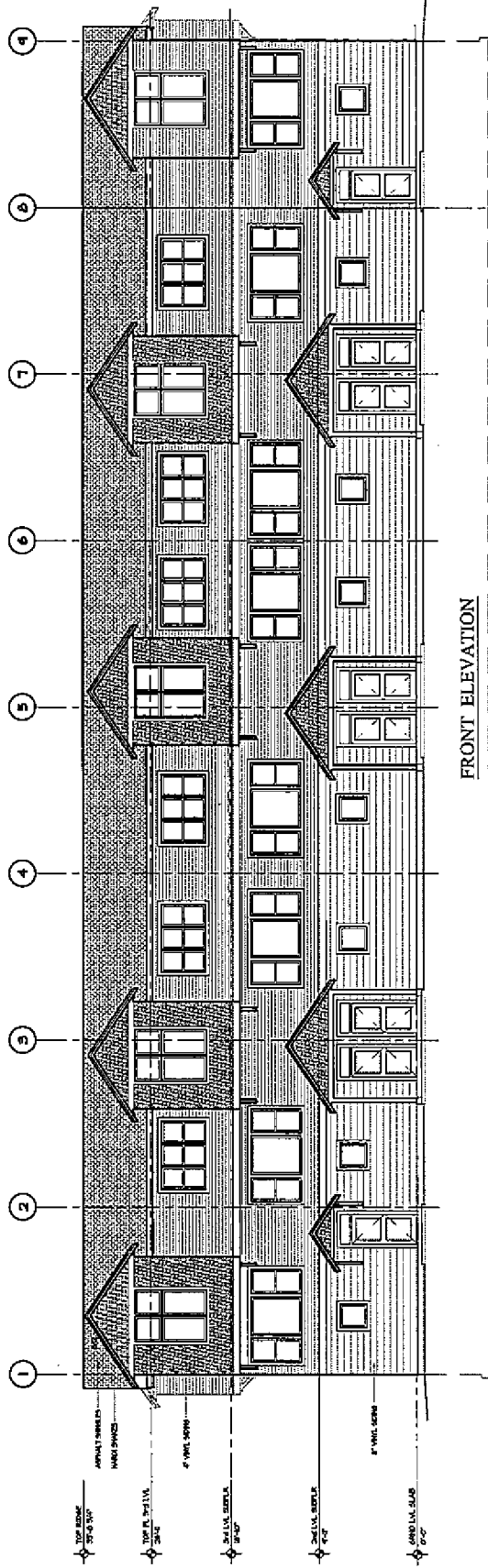
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DATE: 2014-01-15

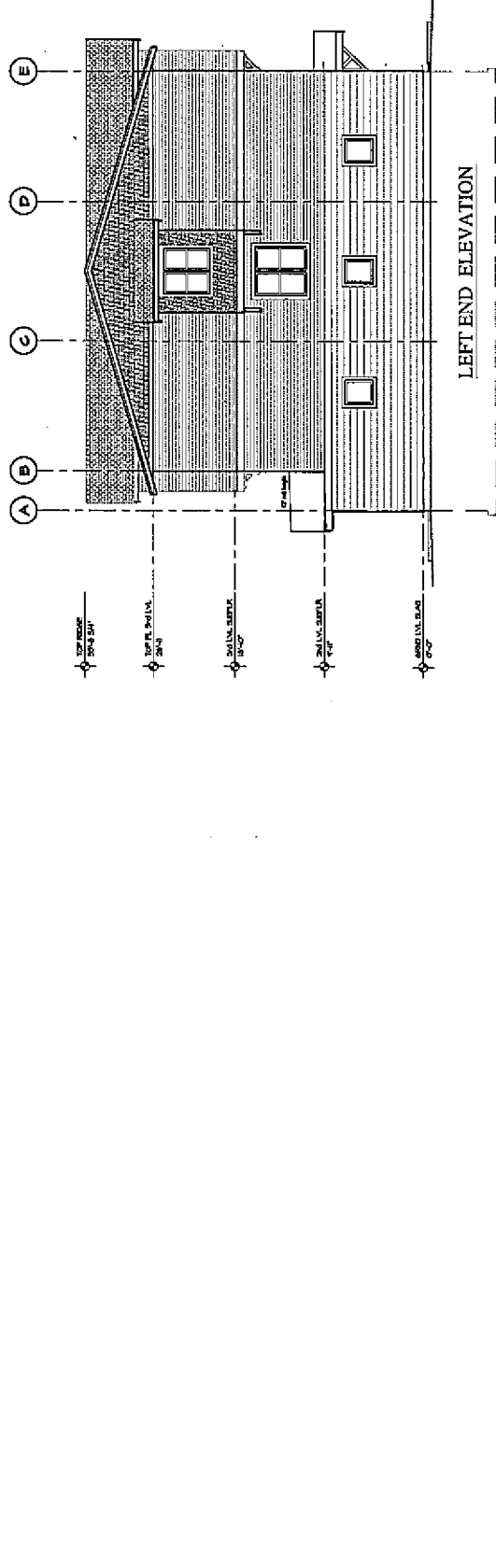
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TITLE
EXTERIOR
ELEVATIONS

SHEET
A-2.0



FRONT ELEVATION



LEFT END ELEVATION



BCA
British Columbia
Architectural

1000 H. HENDERSON LANE
VANCOUVER, BC V6L 1A1
TEL: 604.681.1111
WWW.BCA-BCA.COM

REVISIONS

PROJECT: WCPG TOWNHOMES
OWNER: WCPG TOWNHOMES
ARCHITECT: BCA
DATE: 2014-06-20
SCALE: 3/8" = 1'-0"

72-886-1111

72-886-1111

WCPG Townhomes
The Hudson
Bldg 5 - Lot 3&4
8 Pkcs

72-886-1111

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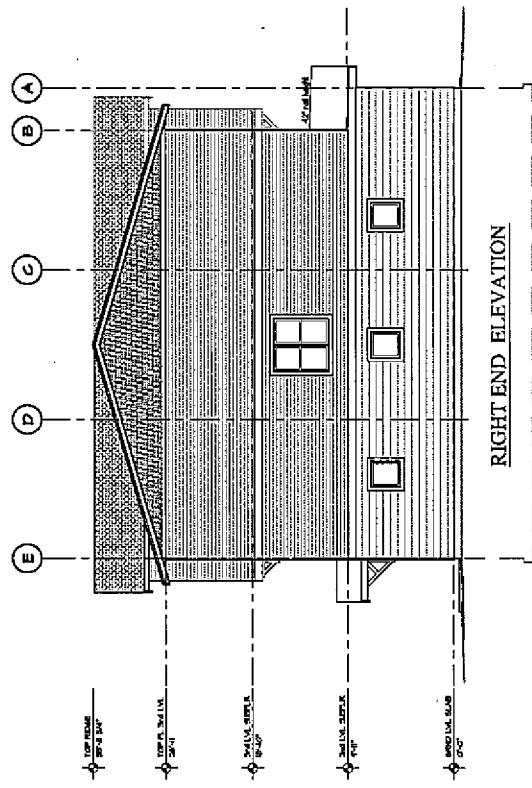
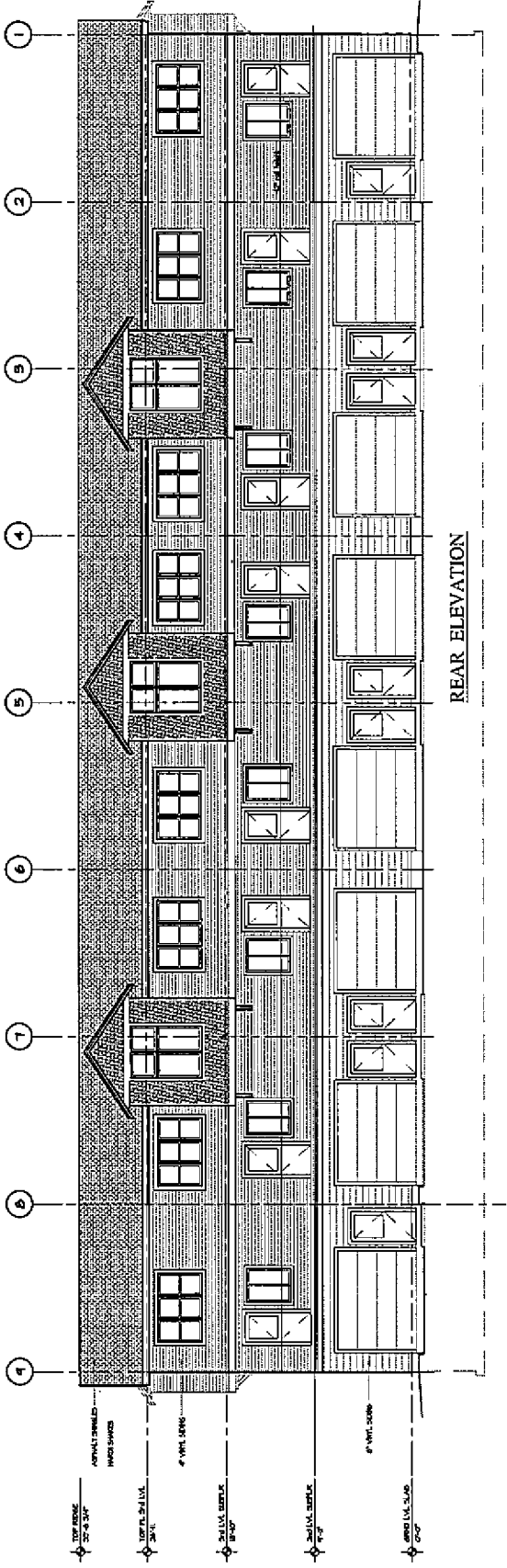
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PROJECT NO. 1001
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DATE: 2014-06-20
SCALE: 3/8" = 1'-0"

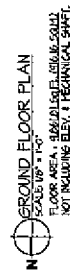
WCPG TOWNHOMES
The Hudson
Bldg 5 - Lot 3&4
8 Pkcs

72-886-1111

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WILLIAM S. JOHN PAPERING (13-30)M. The Liberty 13-30 • All Plans Hardwood, 19/17/20/4 4.30 48 Pk., 0902 To P.C. (ps.)

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By/From

The Hudson

01/05/2014 12:01

1725151

FORT SAINT JOHN, BC

Abstract

continued from p. 10

GROUND FLOOR PLAN

100

10/20/2014 12:50:04

13-20 PM

1014 2013

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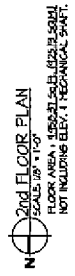
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NPT/Fort St John Papers, 11-10-1968, The Hudson's Bay Co., 1972/2014 & 2057 PM, DMG To NW p.3

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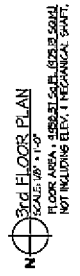
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PROJECT
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FORT SAINT JOHN, BC

2ND FLOOR PLAN

PROJECT NUMBER	DATE RECEIVED
13-30 PH.3	12-03
FILE	PROJECT
13-30 PH.3	12-03
DATE	PROJECT
13-30 PH.3	12-03

[illegible]

PROJECT NUMBER: 13-30 P13
DATE: 12-30-2014
TIME: 13:30
LOCATION: AL05
BY: J. HUDSON

The Hudson

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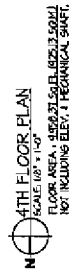
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Continued from p. 24

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APR 13 FOR ST JOHN PENSACOLA (LA-10) 664. THE ANDROON 19-30 - AT HARRY HADSON CAMP. 19777201443102 PM. OMMS TO PDS 413

20. I have read the above and I am not signing this letter. This is because I do not agree with the above and I do not agree to the above.



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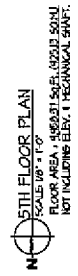
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The Hudson
 112 STREET
 FORT SAINT JOHN, BC

4TH FLOOR PLAN

PROJECT NUMBER	DRAWING NUMBER
B-30 PH3	A1.04
SCALE	REVISION
1/8" = 1'-0"	
DECEMBER 2014	

[illegible]

1981 Fort St John, Peace River (13-30106, The Hudson) 13-12 = All plants Hudson deep, 30/12/2014 4.11.07 994, DWG To PDF.ec

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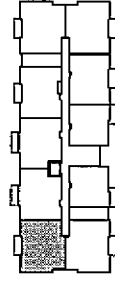
COMPANY'S ACTIONS SUBJECT TO THE WILLING IMPROVEMENT OF
SUNAC INCORPORATED AS TO THE COUNTRY PROPERTY OF FLOWERS
PROPERTIES INC. REVENUE FROM SALES OF FLOWERS AND THE
WITH THE CURRENT AND WARE OF FLOWERS INCORPORATED THE INFORMATION
FROM A BY LINE ON THE CURRENT PRODUCTION.

RD-RC
PROJECT
The Hudson
112 STREET
FORT SAINT JAMES, BC

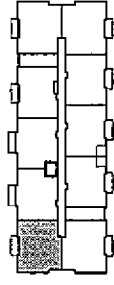
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DATE	REVISION
10/27/2014	
DECEMBER 2014	

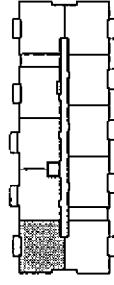
The Hudson



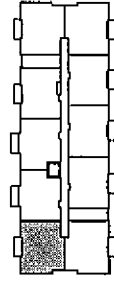
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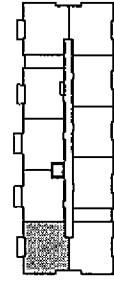
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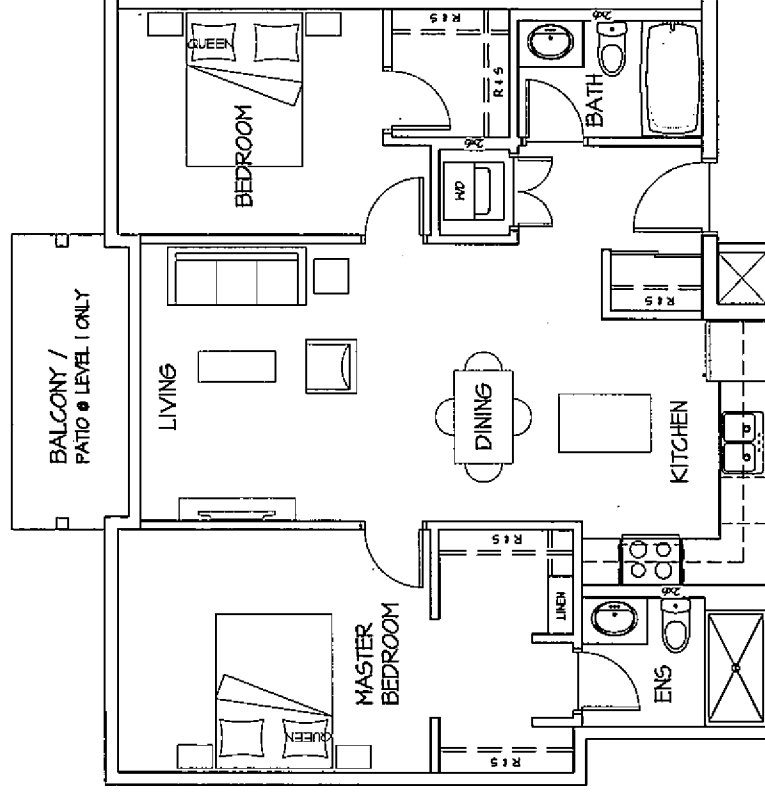
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Level 4

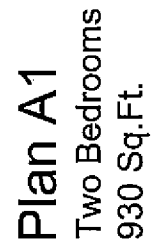
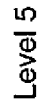
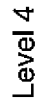
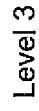
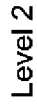
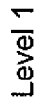


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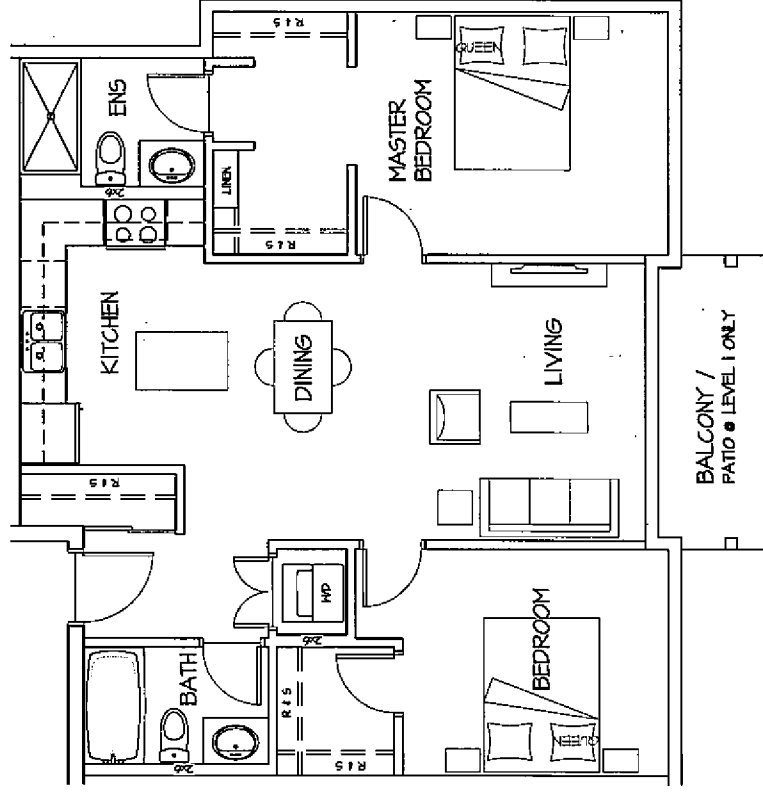
Plan A
Two Bedrooms
923 Sq.Ft.

Sizes and specifications are approximate only and are subject to change.

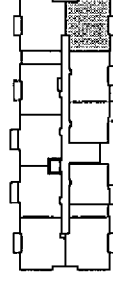


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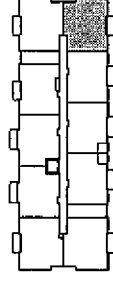
The Hudson



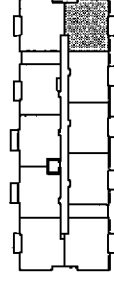
Plan A1 - Rev.
Two Bedrooms
931 Sq.Ft.



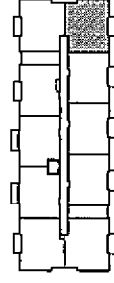
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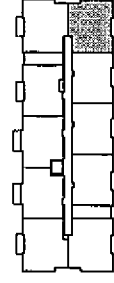
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Level 3



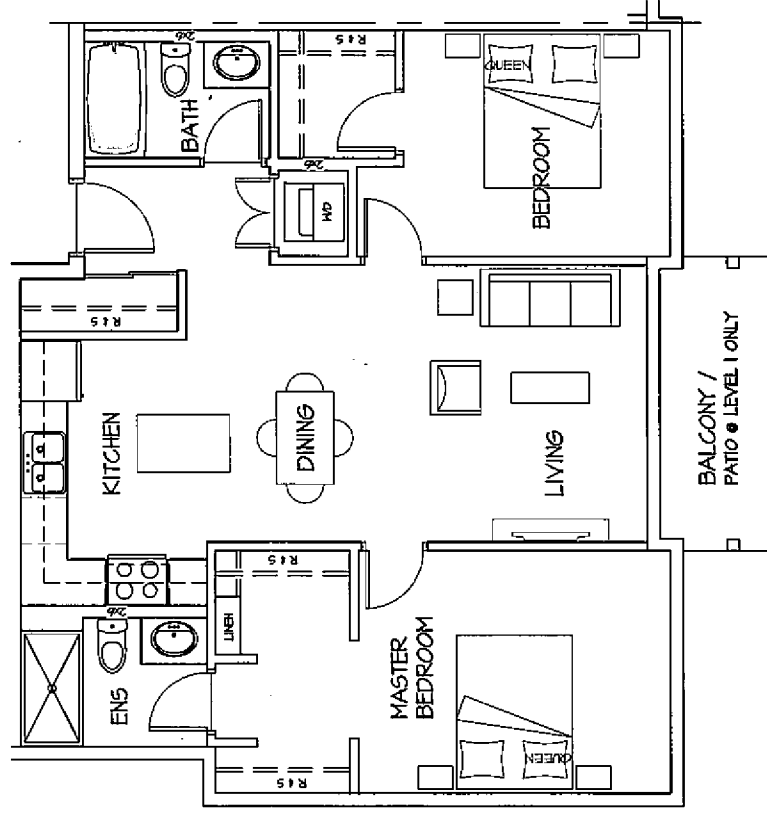
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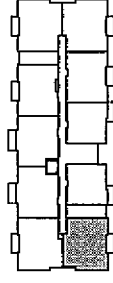
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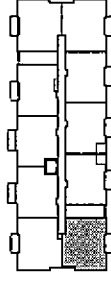
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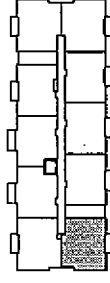
Plan A - Rev.
Two Bedrooms
930 Sq.Ft.



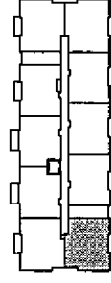
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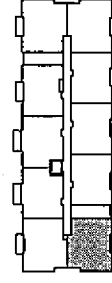
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Level 3



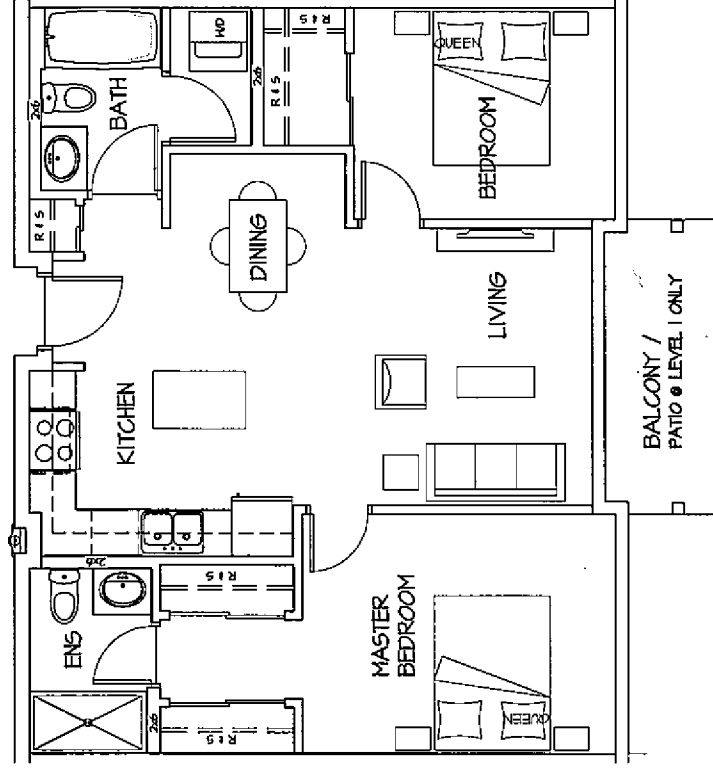
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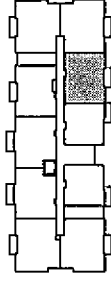
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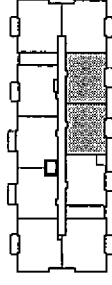
The Hudson



Plan B
Two Bedrooms
862 Sq.Ft.



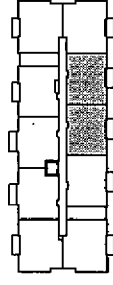
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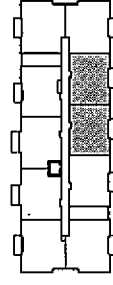
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Level 3



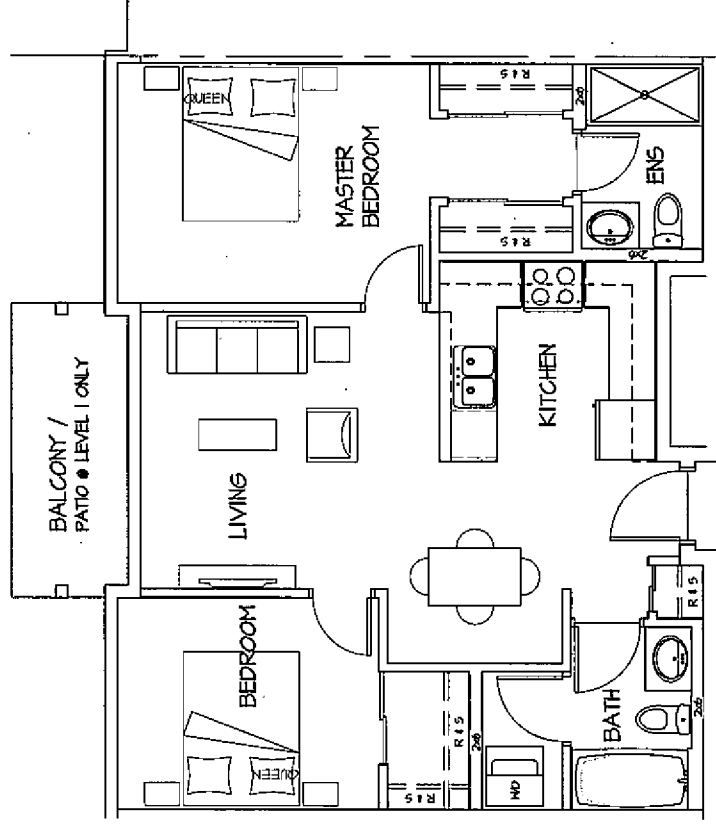
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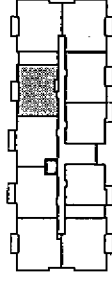
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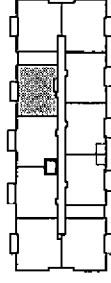
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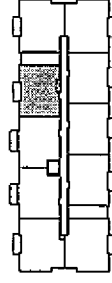
Plan B1
Two Bedrooms
841 Sq.Ft.



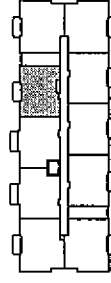
Level 1



Level 2



Level 3



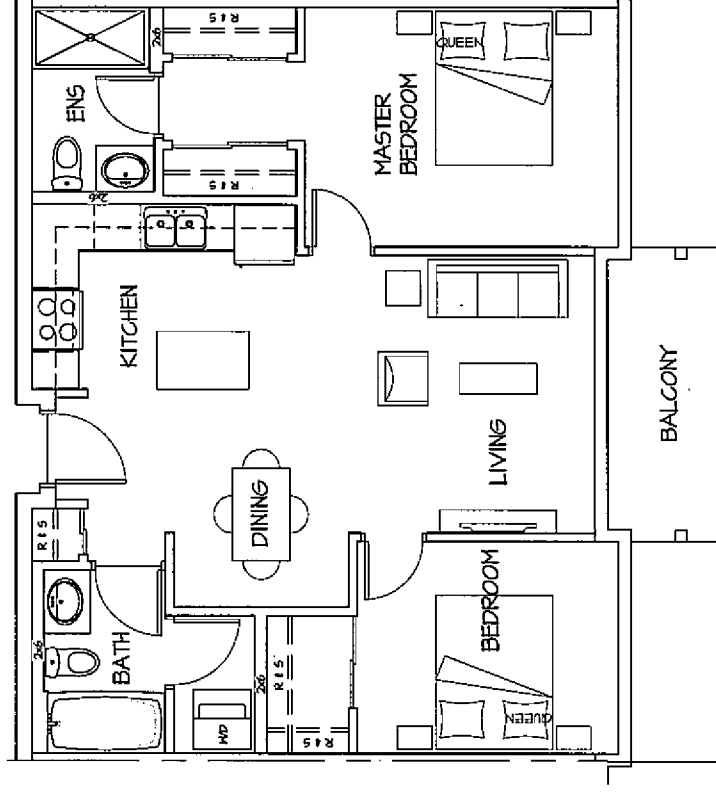
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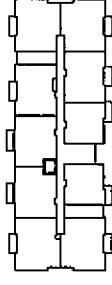
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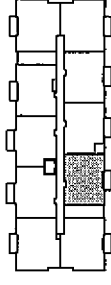
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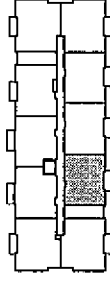
Plan B - Rev.
Two Bedrooms
860 Sq.Ft.



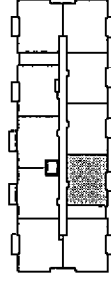
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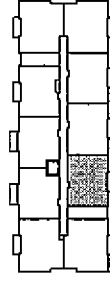
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Level 3



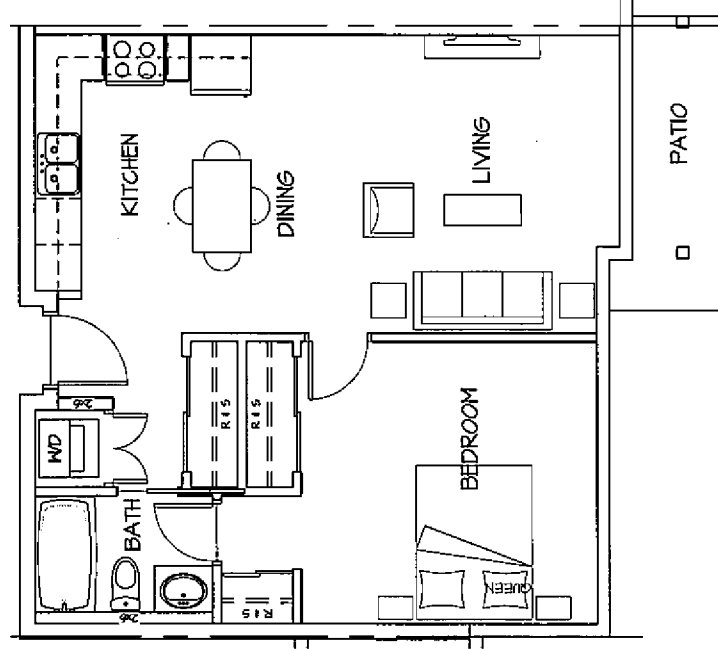
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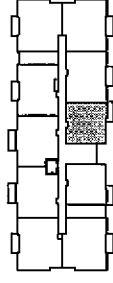
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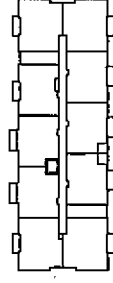
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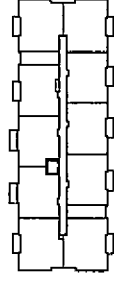
Plan C
One Bedroom
683 Sq.Ft.



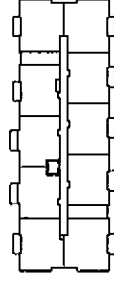
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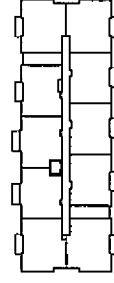
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Level 3



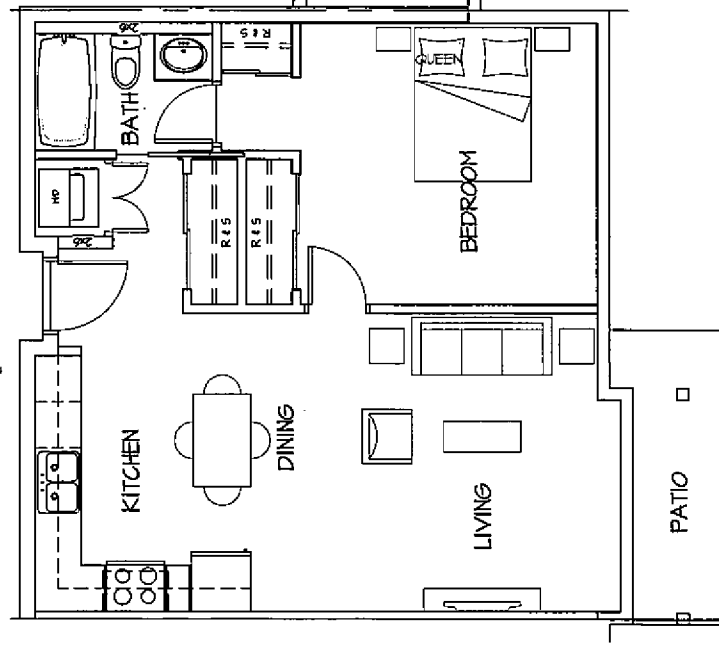
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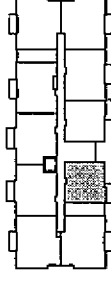
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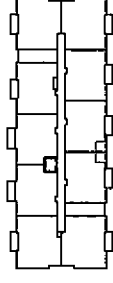
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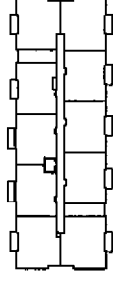
Plan C - Rev.
One Bedroom
681 Sq.Ft.



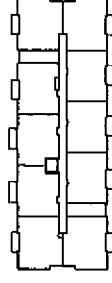
Level 1



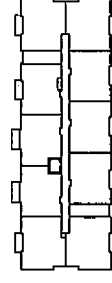
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Level 3



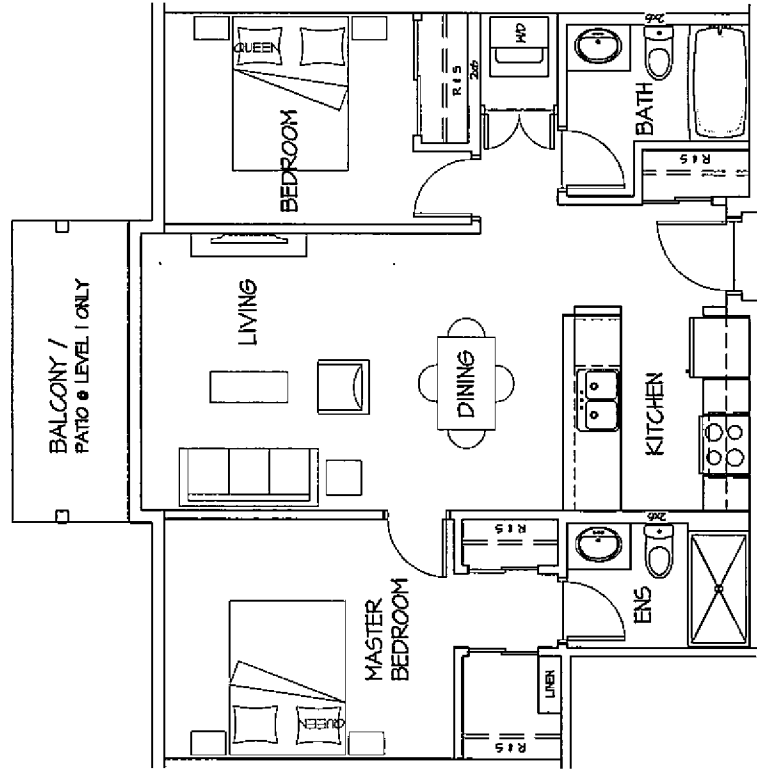
Level 4



Level 5

Sizes and specifications are approximate only and are subject to change.

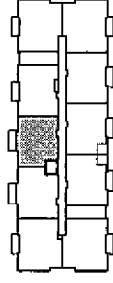
The Hudson



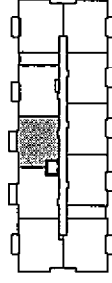
Plan D
Two Bedrooms
846 Sq.Ft.



Level 1



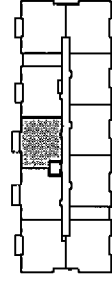
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Level 3



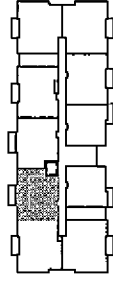
Level 4



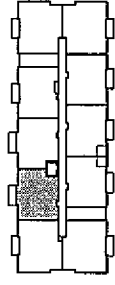
Level 5

Sizes and specifications are approximate only and are subject to change.

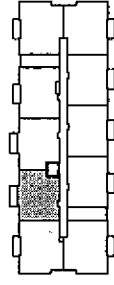
The Hudson



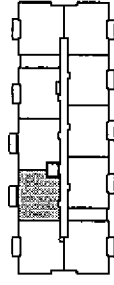
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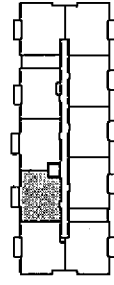
Level 2



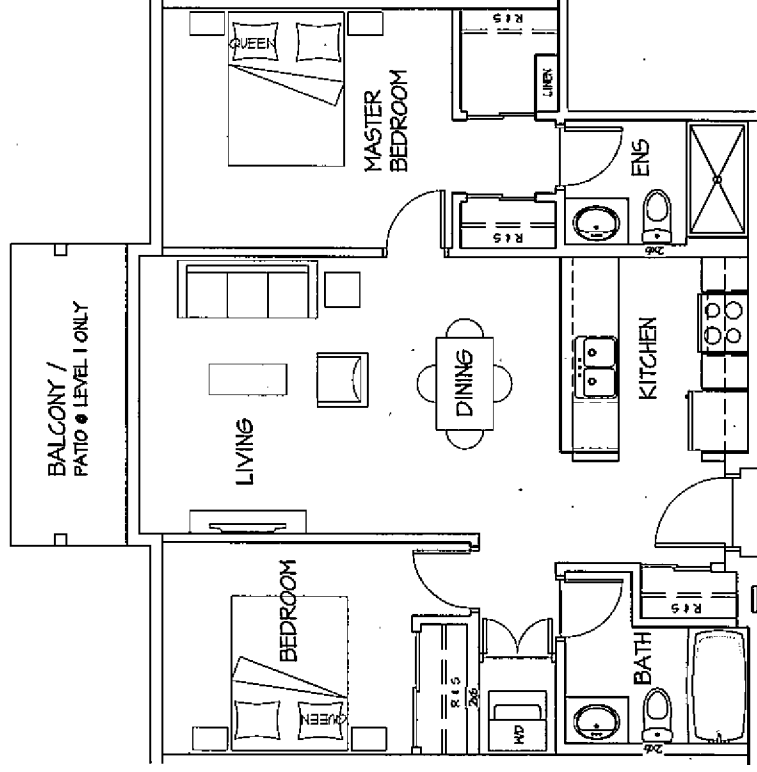
Level 3



Level 4



Level 5



Plan D - Rev.
Two Bedrooms
846 Sq.Ft.

Sizes and specifications are approximate only and are subject to change.

EXHIBIT A.1

Preliminary Phasing Plan - 37 Surface CP Parking Stalls

Downloaded by [your name]

PLAYICK
ARCHITECT LTD

1. The following information was obtained from the records of the Department of the Interior, Bureau of Land Management, regarding the land owned by the United States in the State of California:

DATE	10/27/2011	TIME	10:00 AM
PROJECT	PANORAMA HEIGHTS		
LOT	LOT 3 & 4		
SECTION	SECTION 1		
TOWNSHIP	TOWNSHIP 10N		
RANGE	RANGE 10E		
COUNTY	COUNTY 10E		
STATE	STATE 10E		

12th STREET

PHASE 1
10 UNITS
211.3 SQM

PHASE 2
10 UNITS
211.3 SQM

PHASE 3
10 UNITS
211.3 SQM

PHASE 4
10 UNITS
211.3 SQM

ADJACENT LOT

PARKING

102ND AVENUE

EXHIBIT A.2

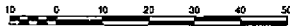
Preliminary Phasing Plan - 71 Surface CP Parking Stalls

EXHIBIT A.3

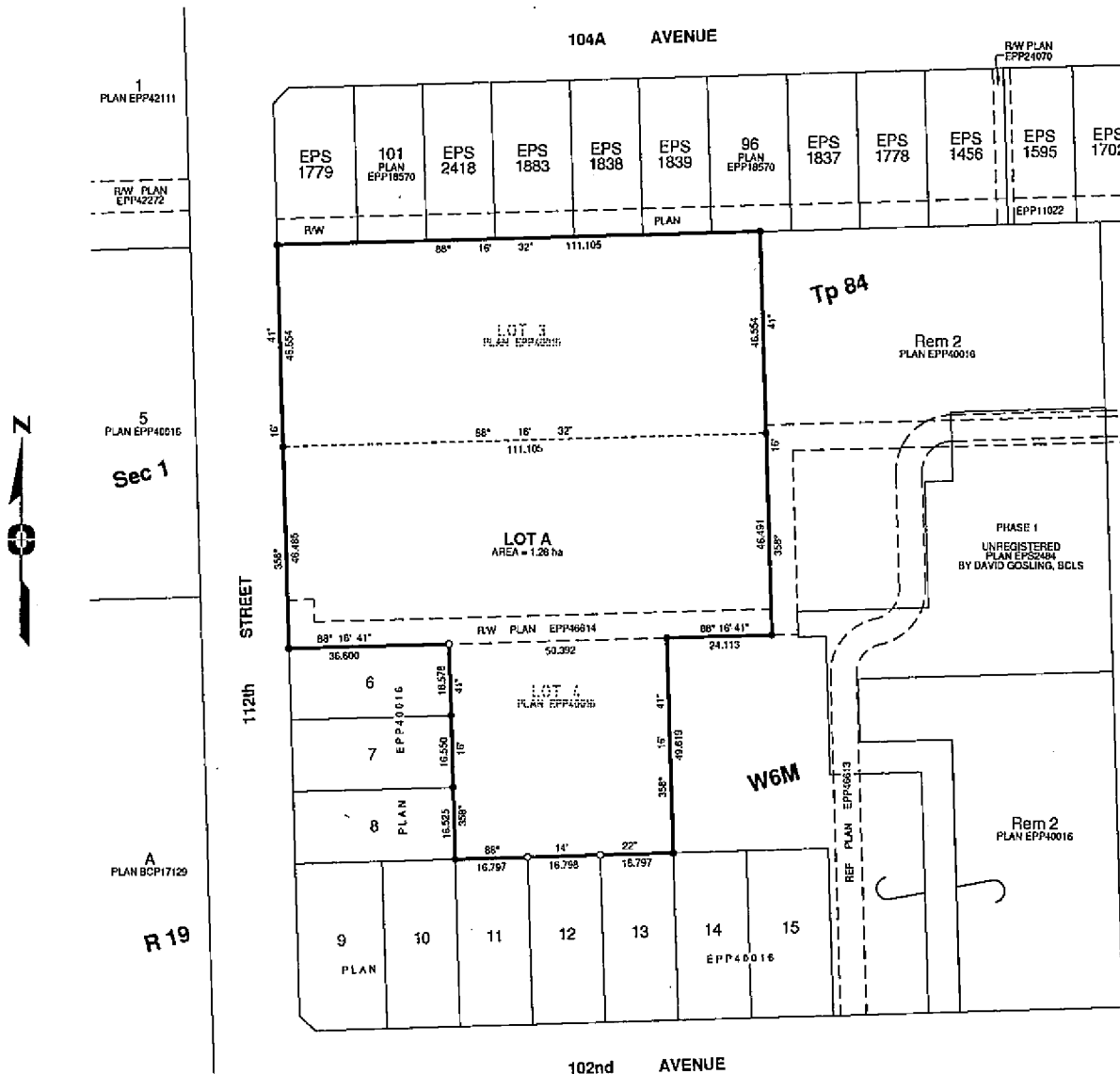
Subdivision Plan showing Lands

**REFERENCE PLAN OF CONSOLIDATION OF LOT 3 AND LOT 4
SECTION 1 TOWNSHIP 84 RANGE 19
WEST OF THE 6TH MERIDIAN
PEACE RIVER DISTRICT PLAN EPP40016
PURSUANT TO SECTION 100 (1) (b) LAND TITLE ACT
BCGS 94A.026**

PLAN EPP47215



THE INTENDED PLOT SIZE OF THIS PLAN IS 432mm IN WIDTH BY 559mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:750.



NOTES

DISTANCES SHOWN ARE IN METRES AND DECIMALS THEREOF.

INTEGRATED SURVEY AREA NO. 50, CITY OF FORT ST. JOHN, NAD83 (CSRS 4.0.D.BC.1).

GRID BEARINGS ARE DERIVED FROM PLAN EPP40016.

THE LOTS AFFECTED BY THIS PLAN ARE WHOLLY WITHIN PLAN EPP40016, WHICH HAS PREVIOUSLY BEEN TIED TO THE INTEGRATED GEODETIC CONTROL MONUMENTS.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 1st DAY OF DECEMBER, 2014, DARRIN B.C. CONNATY, BCLS 737.

THIS PLAN LIES WITHIN THE PEACE RIVER REGIONAL DISTRICT.

LEGEND

- STANDARD IRON POST FOUND
- STANDARD IRON POST PLACED

JOB NO. 140020LED4R1

FOCUS SURVEYS
Focus Surveys (BC) Limited Partnership
10716 - 120th Avenue
Fort St John BC V1J 1Z3
Tel: (250) 787-6300 Fax: (250) 787-1651

EXHIBIT B

Unit Entitlement
Strata Property Act
Form V

SCHEDULE OF UNIT ENTITLEMENT - PHASE 1
(Sections 245(a), 246, 264)

Re: Strata Plan BCS _____, being a strata plan of:

PID: 029-461-677 Lot A Section 1 Township 84 Range 19 West of the 6th
Meridian Peace River District Plan EPP47215

STRATA PLAN CONSISTING OF ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following [*check appropriate box*], as set out in the following table:

- ☒ (a) the habitable area of the strata lot, in square meters, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246()(a)(i) of the *Strata Property Act*.

Certificate of British Columbia Land Surveyor

I, [Name of Surveyor], a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date:

Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

OR

- ☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Unit Entitlement - Phase 1

UNIT	HABITABLE AREA IN SQUARE FEET	UNIT ENTITLEMENT
1	141.4	141.0
2	139.6	140.0
3	139.6	140.0
4	139.6	140.0
5	139.6	140.0
6	139.6	140.0
7	139.6	140.0
8	139.6	140.0
9	139.6	140.0
10	139.6	140.0
11	139.6	140.0
12	139.6	140.0
13	139.6	140.0
14	141.4	141.0
SUBTOTALS	1958.3	1962.0

EXHIBIT B.1

Unit Entitlement
Strata Property Act
Form V

SCHEDULE OF UNIT ENTITLEMENT - PHASES 1 & 2
(Sections 245(a), 246, 264)

Re: Strata Plan BCS _____, being a strata plan of:

PID: 029-461-677 Lot A Section 1 Township 84 Range 19 West of the 6th
Meridian Peace River District Plan EPP47215

STRATA PLAN CONSISTING OF ENTIRELY OF RESIDENTIAL STRATA LOTS

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OR

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Signature of Superintendent of Real Estate

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3	139.6	140.0
4	139.6	140.0
5	139.6	140.0
6	139.6	140.0
7	139.6	140.0
8	139.6	140.0
9	139.6	140.0
10	139.6	140.0
11	139.6	140.0
12	139.6	140.0
13	139.6	140.0
14	141.4	141.0
15	141.4	141.0
16	139.6	140.0
17	139.6	140.0
18	139.6	140.0
19	139.6	140.0
20	139.6	140.0
21	139.6	140.0
22	141.4	141.0
SUBTOTALS	3078.9	3084.0

EXHIBIT B.2

Unit Entitlement
Strata Property Act
Form V

SCHEDULE OF UNIT ENTITLEMENT - PHASES 1, 2 & 3
(Sections 245(a), 246, 264)

Re: Strata Plan BCS _____, being a strata plan of:

PID: 029-461-677 Lot A Section 1 Township 84 Range 19 West of the 6th
Meridian Peace River District Plan EPP47215

STRATA PLAN CONSISTING OF ENTIRELY OF RESIDENTIAL STRATA LOTS

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Certificate of British Columbia Land Surveyor

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OR

- ☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Unit Entitlement - Phases 1, 2 & 3

UNIT	HABITABLE AREA IN SQUARE FEET	UNIT ENTITLEMENT
1	141.4	141.0
2	139.6	140.0
3	139.6	140.0
4	139.6	140.0
5	139.6	140.0
6	139.6	140.0
7	139.6	140.0
8	139.6	140.0
9	139.6	140.0
10	139.6	140.0
11	139.6	140.0
12	139.6	140.0
13	139.6	140.0
14	141.4	141.0
15	141.4	141.0
16	139.6	140.0
17	139.6	140.0
18	139.6	140.0
19	139.6	140.0
20	139.6	140.0
21	139.6	140.0
22	141.4	141.0
23	141.4	141.0
24	139.6	140.0
25	139.6	140.0
26	139.6	140.0
27	139.6	140.0
28	139.6	140.0
29	139.6	140.0
30	139.6	140.0
31	139.6	140.0
32	139.6	140.0
33	139.6	140.0
34	139.6	140.0
35	139.6	140.0
36	141.4	141.0
SUBTOTALS	5037.2	5046.0

EXHIBIT B.3

Unit Entitlement
Strata Property Act
Form V

SCHEDULE OF UNIT ENTITLEMENT - PHASES 1, 2, 3 & 4
(Sections 245(a), 246, 264)

Re: Strata Plan BCS _____, being a strata plan of:

PID: 029-461-677 Lot A Section 1 Township 84 Range 19 West of the 6th
Meridian Peace River District Plan EPP47215

STRATA PLAN CONSISTING OF ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following [*check appropriate box*], as set out in the following table:

- ☒ (a) the habitable area of the strata lot, in square meters, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246()(a)(i) of the *Strata Property Act*.

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I, [Name of Surveyor], a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date:

Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

OR

- ☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Unit Entitlement - Phases 1, 2, 3 & 4

UNIT	HABITABLE AREA IN metric 2	UNIT ENTITLEMENT
1	141.4	141.0
2	139.6	140.0
3	139.6	140.0
4	139.6	140.0
5	139.6	140.0
6	139.6	140.0
7	139.6	140.0
8	139.6	140.0
9	139.6	140.0
10	139.6	140.0
11	139.6	140.0
12	139.6	140.0
13	139.6	140.0
14	141.4	141.0
15	141.4	141.0
16	139.6	140.0
17	139.6	140.0
18	139.6	140.0
19	139.6	140.0
20	139.6	140.0
21	139.6	140.0
22	141.4	141.0
23	141.4	141.0
24	139.6	140.0
25	139.6	140.0
26	139.6	140.0
27	139.6	140.0
28	139.6	140.0
29	139.6	140.0
30	139.6	140.0
31	139.6	140.0
32	139.6	140.0
33	139.6	140.0
34	139.6	140.0
35	139.6	140.0
36	141.4	141.0
101	63.5	64
102	80.1	80
103	86.5	86
104	86.4	86
105	78.1	78
106	78.6	79
107	78.6	79
108	85.8	86
109	86.4	86
110	63.3	63
201	80.1	80
202	80.1	80
203	86.5	86
204	86.4	86
205	78.1	78
206	78.6	79
207	78.6	79
208	85.8	86
209	86.4	86
210	79.9	80
301	80.1	80
302	80.1	80
303	86.5	86
304	86.4	86

305	78.1	78
306	78.6	79
307	78.6	79
308	85.8	86
309	86.4	86
310	79.9	80
401	80.1	80
402	80.1	80
403	86.5	86
404	86.4	86
405	78.1	78
406	78.6	79
407	78.6	79
408	85.8	86
409	86.4	86
410	79.9	80
501	80.1	80
502	80.1	80
503	86.5	86
504	86.4	86
505	78.1	78
506	78.6	79
507	78.6	79
508	85.8	86
509	86.4	86
510	79.9	80
TOTALS	9106.0	9113.0

EXHIBIT C

Strata Property Act
Form Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS
(Sections 245(d), Regulation section 14.6(2))

Re: Strata Plan _____, being a strata plan of those lands located on a subdivided portion of lands presently legally described as:

[Parcel identifier] [Legal description]

PID: 029-461-677 Lot A Section 1 Township 84 Range 19 West of the 6th
Meridian Peace River District Plan EPP47215

The following or attached bylaws differ from the Standard Bylaws to the Strata Property Act, as permitted by section 120 of the Act:

See Attached Schedule

Date: _____, 2015

WCPG HUDSON PROPERTIES LTD.
By its Authorized Signatory

Per:

Print Name: DAVID STEELE
Signature of Owner/Developer

Preamble

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998 c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant.

The Schedule of Standard Bylaws to the Act shall not apply to the strata corporation.

Division 1 - Duties of Owners, Tenants, Occupants and Visitors

1.0 Compliance with bylaws and rules

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation as adopted from time to time.

2.0 Separate Types

- 2.1 Strata lots 1 to 36 inclusive shall be one type of strata and shall be referred to in these bylaws collectively as the "Hudson Townhome Strata Lots".
- 2.2 Strata lots 37 to 86 inclusive shall be one type of strata lot and shall be referred to in these bylaws collectively as the "Hudson Condominium Strata Lots".
- 2.3 Pursuant to Section 92 & 100 of the Act, the following formulas shall apply for each of the above types in sub-bylaws 2.1, 2.2 & 2.3:

For Hudson Executive Townhome Strata Lots

<u>unit entitlement of strata lot</u> total unit entitlement of all strata lots in Hudson Executive Townhomes	X	contribution to Hudson Townhome Strata Lots budget and/or contingency reserve fund or Hudson Executive Townhomes special levy
--	---	---

For Hudson Condominium Strata Lots

<u>unit entitlement of strata lot</u> total unit entitlement of all strata lots in Hudson Condominiums	X	contribution to Hudson Condominiums' budget and/or contingency reserve fund or Hudson Condominiums special levy
---	---	---

- 2.4 The contribution each type shall make to the annual maintenance costs of the common roadways and common landscaped areas shall be shared by the types and shall be based upon the ratio of the total unit entitlement of the strata lots

comprising a type to the aggregate unit entitlement of the strata lots comprising the types.

- 2.5 Notwithstanding any of the foregoing, the common property underground parking facility located underneath the building containing the Hudson Condominium Strata Lots (the "Parkade") is not common roadway and all costs associated with the maintenance and repair of the Parkade shall be solely and exclusively for the account of the Hudson Condominium Strata Lots.

- 2.6 In addition to the requirements of the Act, each type shall have the authority to:

- (a) Elect an executive, from the owners or occupants of the strata lots comprising that type, which will have the same powers and duties with respect to the type as the strata corporation's council shall have with respect to the strata corporation, and each executive member elected shall serve a period of one year at which time all executive members shall resign and a new executive be elected by and from the owners or occupants of that type. Resigning members may stand for re-election at the end of each term.
- (b) Budget and require owners of each type to pay strata fees for expenditures the executive of the type authorizes.
- (c) Establish a separate trust account for the type into which all strata fees and special levies of the owners of that type will be paid/
- (d) Open separate accounts for the operating and contingency reserve funds of the type, such accounts to be administered by each executive.
- (e) With respect to its type, hire and/or dismiss contractors, enter into contracts and authorize payments.
- (f) Operate independently of each other type. At no time shall one type's contractual commitments or obligations be binding on the other types. Debts, liabilities (including legal liabilities) and other commitments incurred by each type or the executive of each type shall only be debts and liabilities (including legal liabilities) or commitments of that type. No type shall be obligated to pay any debts, liabilities (including legal liabilities) or commitments of other types or the executives of other types.
- (g) Use the strata corporation's name to sue or arbitrate with respect to any matter relating to a strata lot within that specific type, against a resident in the specific type; provided always that all costs incurred in taking such proceedings, including legal and court costs, shall be paid by the type suing or arbitrating and that the strata corporation, and the other owners of the other types, shall have no liability for such costs.

3.0 Payment of strata fees and special levies

- 3.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 3.2 A late payment fine of \$50 per month will be assessed against a strata lot in arrears after the 6th working day of the month.
- 3.3 Bank charges for cheques returned marked "Non-Sufficient Funds", stop payment cheques or closed account cheques will be charged back to the owner, and a \$25.00 fine will apply for each such cheque.
- 3.4 Any payments made by an owner shall first be applied to the payment of outstanding interest, fines and special levies and secondly to the payment of outstanding strata fees.

4.0 Repair and maintenance of property by owner

- 4.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 4.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

5.0 Use of property

- 5.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal; or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 5.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 5.3 A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 5.4 A resident or visitor must not keep any pets on or about a strata lot other than one small dog or one cat.
- 5.5 All pets shall be registered with the council, and dogs and cats must wear collar identification with the name and unit # of the owner. All dogs must be leashed while on common property.
- 5.6 An owner of a pet shall not permit the pet to urinate or defecate on the common property or limited common property, and if any pet does urinate or defecate on the common property or limited common property, the owner shall immediately and completely remove all of the pet's waste and dispose of it in a waste container or by some other sanitary means.
- 5.7 A resident whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- 5.8 No resident shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- 5.9 No loose or unlicensed pets of any kind will be permitted at any time within the boundaries of the common property, excluding the property to which the owner of the animal has exclusive use. When on common property all pets must be leashed (with a leash not exceeding six (6) feet in length) or carried, and under the control of a resident at all times.

- 5.10 Any resident, who keeps a pet which proves to be a nuisance, whether on a strata lot or the common property, may be ordered by the council to remove the animal permanently from the premises. Any resident who fails to comply within 7 days of receiving written notice from the council will be fined \$100.00 per month, or portion thereof, during which the offending pet continues to occupy the premises.
- 5.11 A resident must not without the prior written approval of the Strata Corporation:
- (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other resident;
 - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other resident;
 - (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (e) leave on the common property or any limited common property, any shopping cart, golf cart or any other item designated from time to time by the council;
 - (f) use a barbecue, hibachi or other like cooking device on a patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
 - (g) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors of a strata lot;
 - (h) allow a strata lot to become unsanitary or a source of odour;
 - (i) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, or install a bird feeder of any form on the outside of a strata lot, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
 - (j) install any window coverings, visible from the exterior of his or her strata lot, other than window coverings which are of a neutral, earth tone colour that is in keeping with the exterior colour scheme of the development;
 - (k) hang or display any laundry, washing, clothing, bedding or other articles from windows or other parts of a strata lot so that they are visible from the outside of the buildings;
 - (l) use or install in or about a strata lot any hot tubs, shades, awnings, window or balcony guards, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council; and

- (m) fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar structure or appurtenance thereto.
- 5.12 Each strata lot shall be used exclusively as a private single family residence.
- 5.13 No signs, fences, billboards, placards, advertising, or notices of any kind shall be erected or displayed on the common property or in or on a strata lot in a manner which is visible from outside the strata lot, without the prior written approval of the council.
- 5.14 A resident shall not allow the area around his or her strata lot to become untidy. Rubbish, garbage, boxes, packing cases, or the like shall not be thrown, piled or stored on the common property. The council shall be at liberty to remove rubbish and clean up the common area and charge the expense to the resident involved.
- 5.15 Any material other than ordinary household refuse and garbage must be removed from the common property or the owner's strata lot by the owner and at the owner's expense.
- 5.16 No resident shall do anything that will cause a safety hazard to the buildings and/or other residents..
- 5.17 Everything should be done to reduce fire hazards, and nothing shall be brought or stored on a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation, or which will invalidate any insurance policy.
- 5.18 Storage of toxic, offensive or hazardous materials not used for normal household purposes is prohibited. Materials which could give off flammable vapour, such as gasoline, solvents, paints (industrial), and the like shall not be stored in the strata lot.
- 5.19 STRATA LOT PLANTING:
 - (a) Planting in pots and hanging baskets on patios adjacent to each strata lot is permitted provided planter boxes must be approved by council and must not adhere to the exteriors or any building in any way.
 - (b) Planting in common flower beds and garden areas around the perimeter of strata lots and on common property by residents is not be permitted with the intent that such areas shall be maintained to a common theme by the strata corporation.
 - (c) Residents must keep planters and baskets clean and tidy.

6.0 Inform strata corporation

- 6.1 Within 2 weeks of becoming an owner, an owner must inform the strata council and the executive of the appropriate type, of the owner's name, strata lot number, next of kin, emergency contact information and mailing address outside the strata plan, if any.
- 6.2 On request by the strata council or the executive of a type, a tenant must inform the strata corporation of his or her name and contact information.

7.0 Obtain approval before altering a strata lot

- 7.1 A resident must obtain the written approval of the executive of the type before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;

- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices or door bells to the entrance door to a strata lot);
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot; or
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- 7.2 The executive must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take indemnify and hold harmless the strata corporation and the type for any future costs in connection with the alterations.
- 7.3 A resident must not do any act, nor alter a strata lot, in any manner, which in the opinion of the executive will alter the exterior appearance of a building. Without limiting the generality of the foregoing, no metallicized or reflective coatings are permitted on glass windows or doors, and woodwork, concrete and metal work cannot be painted without prior approval from the council.

8.0 Obtain approval before altering common property

- 8.1 A resident must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- 8.2 The strata corporation may require as a condition of its approval that the owner agree, in writing, indemnify and hold harmless the strata corporation for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.
- 8.3 Residents shall not add to or alter any of the trees, plants, bushes, flowers, lawns or landscaping features without the prior written consent of the strata council, and shall not cause damage to any such trees, plants, bushes, flowers, lawns or landscaping features. Resident shall also not place chairs, tables or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally.

9.0 Renovations/alterations

- 9.1 An owner must give the executive of the type two working days' prior notice of the scheduled arrival of trades persons or delivery of materials. Trades persons must be licensed and registered with the Workers' Compensation Board. Inadequate notice or work by unlicensed or unregistered trades persons may result in the levy of fines.
- 9.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 9.3 An owner must ensure that the delivery of any construction materials through the parking lots and, if in an elevator, the owner must ensure that the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.

- 9.4 A resident must be responsible to ensure that during renovations or alterations:
- (a) Drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping.
 - (b) Affected stairs, lobbies and paths through the parking areas are regularly cleaned and vacuumed at the request of the executive of the type or the property manager, and the residential corridor thoroughly vacuumed daily.
- 9.5 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. Saturdays. To perform renovations/alterations on Sundays or statutory holidays or outside of the above times, an owner must apply for permission in writing to the executive or the property manager.
- 9.6 An owner or appointee must be in attendance for all significant renovations/alterations, and the determination of significant shall be at the discretion of the executive.
- 9.7 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
- 9.8 An owner in contraventions of bylaws 10.1 to 10.7, inclusive may be subject to a fine \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

10.0 Permit entry to strata lot

- 10.1 A resident or visitor must allow a person authorized by the strata council or the executive of the type to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act; and
 - (ii) to ensure compliance with the Act and these bylaws.
- 10.2 The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- 10.3 If the authorization cannot be obtained then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

Division 2 - Powers and Duties of Strata Corporation

11.0 Repair and maintenance of property by strata corporation

- 11.1 The strata corporation must repair and maintain all of the following:
- (a) Common assets of the strata corporation;
 - (b) Common property that is not for the primary benefit of a type;

- 11.2 The type must repair and maintain all of the following:
- (a) Common property that is for the primary benefit of the type;
 - (b) Limited common property of a strata lot in the type, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property;
 - (v) fences, railings and similar structures that enclose common areas PROVIDED that owners of strata lots must at their expense maintain fences surrounding or located only upon their strata lot; and
 - (vi) landscaping of all yard areas, including yard areas that are designated as limited common property for the exclusive use of the strata lots.
 - (c) A strata lot in the type, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building; and
 - (iv) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property.

In addition to the foregoing, the strata corporation will engage a qualified snow clearing contractor to keep the common property roadways, lanes, alleys and parking stalls (including owners' parking stalls), clear of snow and ice.

Division 3 - Council

12.0 Council size

- 12.1 Subject to subsection (2), the council must have not more than 7 members.
- 12.2 At least 2 owners from the Hudson Townhome Strata Lots and 3 owners from the Hudson Condominium Strata Lots shall be members of the council.

13.0 Council members' terms

- 13.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 13.2 A person whose term as council member is ending is eligible for re-election.

14.0 Removing council member

- 14.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by persons holding at least 25% of the strata corporation's votes at an annual or special general meeting, remove one or more council members.
- 14.2 After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- 14.3 No person may stand for council or continue to be on council with respect to a strata lot if such person is in contravention of any of these bylaws.

15.0 Replacing council member

- 15.1 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 15.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 15.3 The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- 15.4 If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

16.0 Officers

- 16.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary, and a treasurer.
- 16.2 A person may hold more than one office, other than the offices of president and vice president.
- 16.3 The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- 16.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

17.0 Calling council meetings

- 17.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

- 17.2 The notice does not have to be in writing.
- 17.3 A council meeting may be held on less than one week's notice if
- (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- 17.4 The council must inform owners about a council meeting after the meeting has been called.

18.0 Requisition of council hearing

- 18.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 18.2 If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- 18.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

19.0 Quorum of council

- 19.1 A quorum of the council must be four (4) and the maximum size of the council must be seven (7)
- 19.2 Council members, to be counted in establishing quorum, must be present in person or by electronic means, so long as all council members and other participants can communicate simultaneously with each other at the council meeting.

20.0 Council meetings

- 20.1 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 20.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 20.3 No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.
- 20.4 Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

21.0 Voting at council meetings

- 21.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 21.2 Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 21.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

22.0 Council to inform owners of minutes

The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

23.0 Delegation of council's/executive's powers and duties

- 23.1 Subject to subsections (2) to (4), the council or an executive, as the case may be, may delegate some or all of its powers and duties to one or more council executive members or persons who are not members of the council or executive, and may revoke the delegation.
- 23.2 The council or executive may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- 23.3 A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 23.4 The council or executive may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

24.0 Spending restrictions

- 24.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

25.0 Limitation on liability of council or executive member

- 25.1 A council or executive member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended

exercise of any power or the performance or intended performance of any duty of the council.

- 25.2 Subsection (1) does not affect a council or executive member's liability, as an owner, for a judgment against the strata corporation.

Division 4 - Enforcement of Bylaws and Rules

26.0 Maximum fine

- 26.1 Except as otherwise set out in these bylaws, the strata corporation or executive may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- 26.2 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses on a full indemnity basis, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council or executive pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

27.0 Continuing contravention

If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 - Annual and Special General Meetings

28.0 Person to chair meeting

- 28.1 Annual and special general meetings must be chaired by the president of the council.
- 28.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 28.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

29.0 Participation by other than eligible voters

- 29.1 Tenants and occupants may attend annual and special general meetings whether or not they are eligible to vote.
- 29.2 Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 29.3 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

30.0 Voting

- 30.1 At an annual or special general meeting, voting cards must be issued to eligible voters present in person or by proxy at the meeting.
- 30.2 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count. Eligible voters participating in the annual or special general meeting by telephone or other communications medium in accordance with subsection (9) shall indicate their vote verbally.
- 30.3 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 30.4 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 30.5 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 30.6 If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- 30.7 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 30.8 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.
- 30.9 An eligible voter may vote at an annual or special general meeting in person or by proxy or by telephone or other communications medium if all persons participating in the meeting, whether by telephone, by other communications medium or in person, are able to communicate with each other during the meeting. An eligible voter who participates in a meeting by telephone or other communications medium in the foregoing manner is deemed to be present in person at the meeting.

31.0 Order of business

The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 - Voluntary Dispute Resolution

32.0 Voluntary dispute resolution

- 32.1 A dispute among owners, tenants, the strata corporation, one or more type or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules. (2) A dispute resolution committee consists of
 - (c) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (d) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 32.2 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 - Promotion

33.0 Promotion

- 33.1 During the time that the owner developer of the strata corporation is a first owner of any strata lots, it shall have the right to maintain any strata lots, whether owned or leased by it, as a display unit, and to carry on sales or leasing functions it considers necessary in order to enable it to sell or lease the strata lots.
- 33.2 At the reasonable discretion of the owner developer, it may use the common property to conduct the sale or lease of strata lots up to 36 months after the date of first occupancy of any strata lot in the development.
- 33.3 Notwithstanding bylaw 38, marketing signs of the owner developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

Division 8 - Miscellaneous

34.0 Quorum for Adjourned Meeting

Notwithstanding section 48(3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if within 1/2 hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

35.0 Small Claims Actions

Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

36.0 Use of Patios and Driveways

- 36.1 A resident of a strata lot shall not place planters, lattices, trellises or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the resident entitled to the use of the limited common property on which they are placed.
- 36.2 All residents are responsible for the cleaning, good appearance and repair (including, without limitation, proper drainage) of their patios and driveways, if applicable, at all times. Residents are responsible for keeping the drains clean and are responsible for contacting the council if problems exist.
- 36.3 No permanent shading device shall be erected over the patios or driveways nor shall any screen be permanently attached to the building without the prior consent of the council. Any resident wishing to do so should submit designs or plans to the council outlining the materials to be used.
- 36.4 Patios and driveways shall not be used for unsightly storage (e.g. boxes).

37.0 Storage and Parking

- 37.1 Any resident that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- 37.2 A resident shall not:
 - (a) park on any common property, roadway, fire lane or any visitor parking stall;
 - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property, except in the case of emergency;
 - (c) park any vehicle in a manner which will reduce the width of any roadway on the common property; and
 - (d) park any recreational vehicle, camper, motor home, boat, trailer or other similar item on any common property, roadway, fire lane, parking stall or driveway, provided that a resident may park a recreational vehicle, camper, motor home, boat or trailer on their driveway for a period of 8 hours for loading purposes only.
- 37.3 A resident must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property or limited common property.
- 37.4 The speed limit within the common property shall be no more than 10 km/h.

- 37.5 No honking or other noise which is a nuisance will be made by any vehicle on the common property.
- 37.6 All vehicles which do not comply with these bylaws will be removed at the owner's expense.

38.0 Selling of Strata Lots

Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on a strata lot.

39.0 Damage to Property

A resident or visitor must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the strata corporation due to a claim being made on the insurance policy of the strata corporation. In the event that loss or damage occurs that gives rise to a valid claim under the strata corporation's insurance policies, where such loss or damage arises as a result of a negligent or deliberate act of a resident or visitor, then such owner or the resident who is responsible for the visitor, shall, as permitted by section 133 of the Act, be responsible for paying to the strata corporation the reasonable costs of the strata corporation remedying the contravention of this bylaw, being an amount equal to the insurance deductible payable by the strata corporation.

EXHIBIT D

Budget

EXHIBIT D OPERATING BUDGET

06-Jan

PHASE 1

PHASE 2

PHASE 3

PHASE 4

Ordinary Income/Expense:

Income

4000 - Revenue

Total 4000 Revenue

Operating Expenses:

6100 Administration and Legal(audity)

Fees

6120 Bank Service Charges

6541 Management Fees

6541 Caretaker Fees

6180 Insurance

TOTAL ADMINISTRATION FEES

6290 Property Costs

6291 Snow Removal

6292 Garbage Removal

6293 Parking Lot/Grounds

6295 Lawn Care

TOTAL 6200 PROPERTY COSTS

6300 Repairs

6300 Building Repairs

& Maintenance

6302 Elevator Maintenance

6390 Utilities*

6391 BC Hydro/Parking Lot

6392 Pacific Northern Gas

6394 Water & Sewer

TOTAL 6300 R&M

6400 Supplies

6405 Cleaning Supplies

6415 Office Supplies

6420 Postage/Delivery

6425 Conference Calls-AGM

6430 Maintenance Supplies

Total 6400 Supplies

Total Operating Expense

Developer will make a contribution to the

CRF equal to 5% of the one year budget

TOTAL ANNUAL BUDGET

	Hudson 14	Hudson 8	HUDSON 22	Hudson 14	HUDSON 36	Hudson 50	COMBINED
	\$30,036	\$19,522	\$49,558	\$30,036	\$79,594	\$123,011	\$202,605
	\$30,036	\$19,522	\$49,558	\$30,036	\$79,594	\$123,011	\$202,605
	\$125	\$125	\$250	\$125	\$375	\$125	\$500
	\$125	\$125	\$250	\$125	\$375	\$125	\$500
	\$4,200	\$2,400	\$6,600	\$4,200	\$10,800	\$15,000	\$25,800
	\$4,200	\$2,400	\$6,600	\$4,200	\$10,800	\$7,500	\$18,300
	\$4,200	\$2,400	\$6,600	\$4,200	\$10,800	\$15,000	\$25,800
	\$12,850	\$7,450	\$20,300	\$12,850	\$33,150	\$37,750	\$70,900
	\$1,548	\$1,547	\$3,095	\$1,548	\$4,643	\$1,548	\$6,191
	\$2,520	\$1,440	\$3,960	\$2,520	\$6,480	\$6,000	\$12,480
	\$1,290	\$1,290	\$2,580	\$1,290	\$3,870	\$1,290	\$5,160
	\$1,357	\$1,357	\$2,714	\$1,357	\$4,071	\$1,089	\$5,160
	\$6,715	\$5,634	\$12,349	\$6,715	\$19,064	\$9,927	\$28,991
	\$1,344	\$768	\$2,112	\$1,344	\$3,456	\$4,800	\$8,256
						\$7,000	\$7,000
						\$8,000	\$8,000
	\$1,008	\$576	\$1,584	\$1,008	\$2,592	\$7,272	\$9,864
						\$22,000	\$22,000
	\$7,056	\$4,032	\$11,088	\$7,056	\$18,144	\$25,200	\$43,344
	\$9,408	\$5,376	\$14,784	\$9,408	\$24,192	\$74,272	\$98,464
	\$125	\$125	\$250	\$125	\$375	\$125	\$500
	\$300	\$300	\$600	\$300	\$900	\$300	\$1,200
	\$213	\$212	\$425	\$213	\$638	\$212	\$850
	\$300	\$300	\$600	\$300	\$900	\$300	\$1,200
	\$125	\$125	\$250	\$125	\$375	\$125	\$500
	\$1,063	\$1,062	\$2,125	\$1,063	\$3,188	\$1,062	\$4,250
	\$30,036	\$19,522	\$49,558	\$30,036	\$79,594	\$123,011	\$202,605
	\$1,502	\$976	\$2,478	\$1,502	\$3,980	\$6,151	\$10,130
	\$31,537	\$20,498	\$52,035	\$31,538	\$83,573	\$129,162	\$212,735

* bc hydroparking lot included meter plug in costs/UG lighting

** office supplies includes permit and business licenses etc.

costs are higher than Trump budget due to Sike C dam and inflation

*** utilities are enterphone, parkade, pump, fire suppresion

The Hudson Executive Townhomes

UNIT	HABITABLE AREA IN SQUARE FEET	UNIT ENTITLEMENT	UNIT FACTOR (%)	MONTHLY STRATA FEES	ANNUAL STRATA FEES
1	141.4	141.0	2.79%	\$185.34	\$2,224.09
2	139.6	140.0	2.77%	\$184.03	\$2,208.32
3	139.6	140.0	2.77%	\$184.03	\$2,208.32
4	139.6	140.0	2.77%	\$184.03	\$2,208.32
5	139.6	140.0	2.77%	\$184.03	\$2,208.32
6	139.6	140.0	2.77%	\$184.03	\$2,208.32
7	139.6	140.0	2.77%	\$184.03	\$2,208.32
8	139.6	140.0	2.77%	\$184.03	\$2,208.32
9	139.6	140.0	2.77%	\$184.03	\$2,208.32
10	139.6	140.0	2.77%	\$184.03	\$2,208.32
11	139.6	140.0	2.77%	\$184.03	\$2,208.32
12	139.6	140.0	2.77%	\$184.03	\$2,208.32
13	139.6	140.0	2.77%	\$184.03	\$2,208.32
14	141.4	141.0	2.79%	\$185.34	\$2,224.09
15	141.4	141.0	2.79%	\$185.34	\$2,224.09
16	139.6	140.0	2.77%	\$184.03	\$2,208.32
17	139.6	140.0	2.77%	\$184.03	\$2,208.32
18	139.6	140.0	2.77%	\$184.03	\$2,208.32
19	139.6	140.0	2.77%	\$184.03	\$2,208.32
20	139.6	140.0	2.77%	\$184.03	\$2,208.32
21	139.6	140.0	2.77%	\$184.03	\$2,208.32
22	141.4	141.0	2.79%	\$185.34	\$2,224.09
23	141.4	141.0	2.79%	\$185.34	\$2,224.09
24	139.6	140.0	2.77%	\$184.03	\$2,208.32
25	139.6	140.0	2.77%	\$184.03	\$2,208.32
26	139.6	140.0	2.77%	\$184.03	\$2,208.32
27	139.6	140.0	2.77%	\$184.03	\$2,208.32
28	139.6	140.0	2.77%	\$184.03	\$2,208.32
29	139.6	140.0	2.77%	\$184.03	\$2,208.32
30	139.6	140.0	2.77%	\$184.03	\$2,208.32
31	139.6	140.0	2.77%	\$184.03	\$2,208.32
32	139.6	140.0	2.77%	\$184.03	\$2,208.32
33	139.6	140.0	2.77%	\$184.03	\$2,208.32
34	139.6	140.0	2.77%	\$184.03	\$2,208.32
35	139.6	140.0	2.77%	\$184.03	\$2,208.32
36	141.4	141.0	2.79%	\$185.34	\$2,224.09
101	5037.2	5046.0	100.00%	\$6,632.83	\$79,594.00
102	63.5	64	1.57%	\$161.31	\$1,935.75
103	80.1	80	1.97%	\$201.64	\$2,419.69
104	86.5	86	2.11%	\$216.76	\$2,601.17
105	86.4	86	2.11%	\$216.76	\$2,601.17
106	78.1	78	1.92%	\$196.60	\$2,359.20
107	78.6	79	1.94%	\$199.12	\$2,389.44
108	78.6	79	1.94%	\$199.12	\$2,389.44
109	85.8	86	2.11%	\$216.76	\$2,601.17
110	86.4	86	2.11%	\$216.76	\$2,601.17
201	63.3	63	1.55%	\$158.79	\$1,905.51
202	80.1	80	1.97%	\$201.64	\$2,419.69
203	80.1	80	1.97%	\$201.64	\$2,419.69
204	86.5	86	2.11%	\$216.76	\$2,601.17
205	86.4	86	2.11%	\$216.76	\$2,601.17
206	78.1	78	1.92%	\$196.60	\$2,359.20
207	78.6	79	1.94%	\$199.12	\$2,389.44
208	78.6	79	1.94%	\$199.12	\$2,389.44
209	85.8	86	2.11%	\$216.76	\$2,601.17
210	86.4	86	2.11%	\$216.76	\$2,601.17
301	79.9	80	1.97%	\$201.64	\$2,419.69
302	80.1	80	1.97%	\$201.64	\$2,419.69

303	80.1	80	1.97%	\$201.64	\$2,419.69
304	86.5	86	2.11%	\$216.76	\$2,601.17
305	86.4	86	2.11%	\$216.76	\$2,601.17
306	78.1	78	1.92%	\$196.60	\$2,359.20
307	78.6	79	1.94%	\$199.12	\$2,389.44
308	78.6	79	1.94%	\$199.12	\$2,389.44
309	85.8	86	2.11%	\$216.76	\$2,601.17
310	86.4	86	2.11%	\$216.76	\$2,601.17
401	79.9	80	1.97%	\$201.64	\$2,419.69
402	80.1	80	1.97%	\$201.64	\$2,419.69
403	80.1	80	1.97%	\$201.64	\$2,419.69
404	86.5	86	2.11%	\$216.76	\$2,601.17
405	86.4	86	2.11%	\$216.76	\$2,601.17
406	78.1	78	1.92%	\$196.60	\$2,359.20
407	78.6	79	1.94%	\$199.12	\$2,389.44
408	78.6	79	1.94%	\$199.12	\$2,389.44
409	85.8	86	2.11%	\$216.76	\$2,601.17
410	86.4	86	2.11%	\$216.76	\$2,601.17
501	79.9	80	1.97%	\$201.64	\$2,419.69
502	80.1	80	1.97%	\$201.64	\$2,419.69
503	80.1	80	1.97%	\$201.64	\$2,419.69
504	86.5	86	2.11%	\$216.76	\$2,601.17
505	86.4	86	2.11%	\$216.76	\$2,601.17
506	78.1	78	1.92%	\$196.60	\$2,359.20
507	78.6	79	1.94%	\$199.12	\$2,389.44
508	78.6	79	1.94%	\$199.12	\$2,389.44
509	85.8	86	2.11%	\$216.76	\$2,601.17
510	86.4	86	2.11%	\$216.76	\$2,601.17
510	79.9	80	1.97%	\$201.64	\$2,419.69
TOTALS	4068.9	4067	100%	\$10,251.42	\$123,011.00
	5037.2	5046		\$16,884.25	\$202,605.00
	9106	9113			

EXHIBIT E

Strata Property Act
Form J
RENTAL DISCLOSURE STATEMENT
(Sections 139)

Re: Subdivided Portion of:

[Parcel identifier] [Legal description]

PID: 029-461-677

Lot A Section 1 Township 84 Range 19 West of the 6th
Meridian Peace River District Plan EPP47215

This Rental Disclosure Statement is:

- ☒ The first Rental Disclosure Statement filed in relation to the above-noted development
- ☐ A changed Rental disclosure Statement filed under section 139(4) of the Strata Property Act, and the original Rental Disclosure Statement filed in relation to the above-noted strata plan was filed on _____
- 1.0 The development described above includes 86 residential strata lots
- 2.0 The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

[Describe all strata lots rented out by owner developer as of the date of this statement.]

Description of Strata Lot [strata lot number as shown on the strata plan]	Date rental period expires
N/A	N/A

*Section 14(2) of the Strata Property Act provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

- 3.0 In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 86 residential strata lots, as described below, until the date set out opposite each strata lot's description.

[Describe all strata lots intended to be rented out by the owner developer.]

Description of Strata Lot [strata lot number as shown on the strata plan]	Date rental period expires
Strata Lots 1-86 Inclusive	[1/12/2081]

*Section 14(2) of the Strata Property Act provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

- 4.0 There is no bylaw of the strata corporation that restricts the rental of strata lots.

Date: _____, 2015

WCPG Hudson Properties Ltd.

By its Authorized Signatory

Per:

Print Name: DAVID STEELE

Signature of Owner/Developer

EXHIBIT F

Strata Property Act FORM P

PHASED STRATA PLAN DECLARATION

(Sections, 221, 222)

We, WCPG Hudson Properties Ltd., declare

1. That we intend to create a strata plan by way of phased development on a subdivided portion of lands presently legally described as:

PID: 029-461-677 Lot A Section 1 Township 84 Range 19 West of the 6th Meridian Peace River District Plan EPP47215

2. That the plan of development is as follows:

- (a) a 4 phased development with no common facilities;
- (b) attached as Schedule "A" is a sketch plan showing
 - (i) all the land to be included in the phased strata plan,
 - (ii) the present parcel boundaries,
 - (iii) the approximate boundaries of each phase, and
 - (iv) the approximate location of the common facilities;
- (c) The estimated date of commencement of construction and estimated date of completion of construction for each phase:

PHASE	ESTIMATED DATE OF COMMENCEMENT OF CONSTRUCTION	ESTIMATED DATE OF COMPLETION OF CONSTRUCTION
One	April 15, 2015	November 15, 2015
Two	May 15, 2015	November 15, 2015
Three	June 15, 2015	January 31, 2016
Four	July 1, 2015	January 1, 2017

- (d) the unit entitlement of each phase and the total unit entitlement of the completed development is as follows:

PHASE	UNIT ENTITLEMENT
One	1962
Two	1121
Three	1962
Four	4069
Total	9114

- (e) each phase will contain a maximum number of units of the following general type:

Phase 1 will contain a maximum of 14 residential strata lots;

Phase 2 will contain a maximum of 8 residential strata lots;
Phase 3 will contain a maximum of 14 residential strata lots;
Phase 4 will contain a maximum of 50 residential strata lots;

3. That we will elect to proceed with each phase on or by the following dates:

PHASE	DATE
One	April 1, 2015
Two	May 1, 2015
Three	June 1, 2015
Four	June 1, 2015

WCPG Hudson Properties LTD.

Per:

Signature of Applicant

Date of approval: _____

Signature of Approving Officer

Section 222 (2) of the Act provides that approval expires after one year unless the first phase is deposited before that time

EXHIBIT G
PARKING LEASE

THIS AGREEMENT made as of the ____ day of _____, 201__

BETWEEN:

WCPG Hudson Properties Ltd., a British Columbia company
having an office at 700-401 West Georgia Street,
Vancouver, BC V6B 5A1
(the "**Owner**")

OF THE FIRST PART

AND:

WCPG Hudson Properties Ltd., a British Columbia company
having an office at 700-401 West Georgia Street,
Vancouver, BC V6B 5A1
(the "**Tenant**")

OF THE SECOND PART

WHEREAS:

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

PID: 029-461-677 Lot A Section 1 Township 84 Range 19 West of the 6th Meridian
Peace River District Plan EPP47215 (the "**Lands**").

B. The Owner intends to subdivide the Lands by means of a phased strata plan (the "**Phased Strata Plan**") pursuant to the *Strata Property Act* (British Columbia) to create a phased strata development on the Lands;

C. The Owner has agreed with the Tenant that prior to filing the Phased Strata Plan, the Owner will lease to the Tenant all of the parking stalls (the "**Parking Stalls**") and access ways, doors, entrances, driveways, drive aisles and circulation lanes to be located within the underground parkade to be constructed on the Lands (the "**Parkade**") that are not to be designated as limited common property on the Phased Strata Plan for the Lands or any portion thereof (collectively the "**Parkade Common Property**"), including without limitation those common property Parking Stalls outlined in heavy bold lines on the sketch plan attached hereto as Schedule A (the "**Plan**") or on any amendment to or replacement of the Plan, all on the terms and conditions set out in this Lease and with the right of the Tenant to grant partial assignments and subleases of this Lease pertaining to particular Parking Stalls;

D. One phase of the Phased Strata Plan will be 50 unit strata condominium building titled "Hudson Condominiums" (the "**Hudson Condominium Building**"); which will be constructed above the Parkade;

E. The parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease as it pertains to the Parkade Common Property, but that none of the strata lots shown on the Strata Plan is to be encumbered by this Lease.

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

1. GRANT AND TERM

- 1.1. Grant. The Owner hereby leases the Parkade Common Property to the Tenant for the Term (as defined in Section 1.2), on the terms and conditions set out in this Lease. The vertical boundaries of the Parkade Common Property and each of the Parking Stalls contained therein shall be the floor perimeter thereof shown on the Plan to the ceiling perimeter directly above that floor perimeter. The Owner and the Tenant agree that the Owner may from time to time cause to be prepared and attached to an amendment of this Agreement an amended plan of the Parkade Common Property, in which event such amended plan will be substituted for the Plan and all references herein to the "Plan" will be references to such amended plan.
- 1.2. Term. The term ("Term") of this Lease shall commence on the date hereof and terminate on the earlier of the date that:
 - (a) Is the nine hundred and ninety-ninth (999th) anniversary of the date of this Assignment;
 - (b) the building constructed as part of the Hudson Condominium Building is no longer habitable; or
 - (c) the Registrar of the Land Title Office makes an order under the *Strata Property Act*, or successor legislation, for cancellation of the Strata Plan.
- 1.3. Rent. The parties to this Lease acknowledge that the sum of \$10.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner by either the Tenant or any assignee or subtenant of a partial assignment or sublease or rights under this Lease for the use and enjoyment of the Parkade Common Property. For greater certainty, no further payment to the Owner will be required for any partial assignment or sublease of rights under this Lease.
- 1.4. Licence. The Owner agrees that the Tenant, and each assignee or sublessee of the right to use a particular Parking Stall may at all times enter, cross and remain on the common property shown on the Strata Plan as may be necessary for access to, use of and egress from the Parking Stalls. Notwithstanding that the Parking Stalls are and shall remain as common property of the Strata Corporation, the Tenant, and any assignee of any Parking Stall or Stalls from the Tenant, shall use the Parking Stalls solely for the purpose of parking vehicles, and reasonable uses ancillary thereto, which uses shall not include general storage of personal, trade or household items, and the Tenant shall maintain the Parking Stalls in a reasonable, neat and tidy state.
- 1.5. Keys and Access Devices. The Tenant and after registration of the Strata Plan, the Strata Corporation will, at all times, provide each holder of an interest in or right to use any of the Parkade Common Property and their respective assignees and subtenants, with a reasonable number of keys and other access devices to any locks, doors and security devices as necessary to freely and fully enter, access, use, leave and enjoy the

applicable Parking Stalls at all times during their entitlement to use the applicable Parking Stalls. The Tenant and the Strata Corporation shall be entitled to charge a reasonable non-refundable fee as determined by the Tenant or the Strata Corporation, as the case may be, for issuing or replacing such keys or access devices.

2. SUBDIVISION BY STRATA PLAN

2.1. Strata Plan. This Lease and the covenants and obligations of the Owner under this Lease run with and bind the Lands, and, upon the subdivision of the Lands by means of the deposit of the Strata Plan in the Land Title Office, such covenants and obligations shall:

- (a) continue to run with and bind each subdivided parcel or part thereof which contains the Parkade Common Property; and
- (b) with respect to the Parking Stalls be automatically assumed by the Strata corporation as the representative of the owners of strata lots created by registration of the Strata Plan in the Land Title Office;

at which time the Owner will be automatically and absolutely released from any obligations or liabilities hereunder.

2.2. Common Property. This Lease is intended to apply to and burden that portion of the common property shown outlined in bold on the Plan and not at any time to burden title to any strata lot created upon registration of the Strata Plan.

3. MAINTENANCE AND ENCUMBRANCES

3.1. Management and Maintenance. The Owner shall be solely responsible for the control, management and administration of the Parkade Common Property, provided however that the Strata Corporation may pass bylaws or make rules and regulations with respect to the Parkade Common Property as long as such bylaws, rules or regulations:

- (d) do not materially interfere with the Tenant's right of continuous uninterrupted access to the Parkade Common Property during the Term and do not materially interfere with the rights of the Tenant or any subsequent assignee or subtenant under this Lease;
- (e) are of general application to all of the Parkade Common Property and the Parking Stalls; and
- (f) are fairly and consistently enforced and applied with respect to all of the Parkade Common Property and all users thereof.

3.2. Alterations. The Tenant, its successors and permitted assigns, are not entitled nor required to maintain or perform any repairs or alterations of any sort whatsoever to the Parkade Common Property, including the Parking Stalls. Any such alterations or repairs are the sole responsibility of the Owner, prior to the registration of the Strata Plan, and thereafter of the Strata Corporation.

- 3.3. Subordination to Financial Encumbrances. The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Owner against title to the Lands, if so required.
- 3.4. No Right to Encumber. The Tenant, its successors and permitted assigns, are not entitled to mortgage, charge, pledge or otherwise grant their interest in any Parking Stall as security to any person.
4. ASSIGNMENT
- 4.1. Partial Assignments or Subleases. The Tenant may partially assign this Lease and its rights under this Lease pertaining to particular Parking Stalls to purchasers of strata lots within the Hudson Condominium Building or to the Strata Corporation. Any such assignment will be for such consideration as the Tenant may in its sole discretion determine which consideration may be retained by the Tenant for its own benefit. Any partial assignment by the Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Parking Stall:
- (a) will be absolute, and the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Parking Stall so assigned for the balance of the Term;
 - (b) will be an assignment of rights to which an assignee will only be entitled for so long as such assignee owns a strata lot within the Hudson Condominium Building unless the assignment is to the Strata Corporation;
 - (c) may only be assigned to an owner or purchaser of a strata lot within the Strata Development or to the Strata Corporation;
 - (d) will include the right, license or easement for such assignee, together with those parties cohabiting with the assignee in the Hudson Condominium Building, to use, pass and repass, with or without vehicles, over that part of the Parkade that is not a Parking Stall; and
 - (e) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assignee to the Strata
- 4.2. Automatic Assignment. If a holder of an interest in a Parking Stall assigns all of his or her interest in a strata lot within the Hudson Condominium Building to which such Parking Stall is at such time appurtenant as shown on the register maintained under Section 4.9 without concurrently executing an assignment of such Parking Stall to another owner or purchaser of a strata lot within the Hudson Condominium Building, then the interest of such holder in such Parking Stall will be deemed to have been automatically assigned to and assumed by the purchaser of the such strata lot without execution of partial assignment or sublease of this Lease with respect to such Parking Stall or delivery of notice of such partial assignment or sublease to the Strata Corporation or the Tenant.
- 4.3. Exchanges. A holder of an interest (the "First Owner") in a specific Parking Stall (the "First Resident Area") may exchange his or her interest in the First Resident Area with the holder of an interest (the "Second Owner") in a different specific Parking Stall (the "Second Resident Area") for such consideration as the First Owner and the Second Owner may agree. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Resident Area, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Resident Area. The First Owner and the Second Owner will each execute a partial

assignment of this Lease substantially in the form attached hereto as Schedule 2. The exchange will be on the terms set out in Sections 4.1(a) to (d) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to exchanges under this Section 4.3(a).

- 4.4. Transfers. A holder of an interest (the "First Owner") in a specific Parking Stall (the "First Resident Area") may transfer his or her interest in the First Resident Area to an owner of a strata lot within the Hudson Condominium Building or to the Strata Corporation (the "Second Owner") for such consideration as the First Owner may in his or her discretion determine. Such a transfer will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Resident Area and, in connection therewith, the First Owner will execute a partial assignment substantially in the form attached hereto as Schedule 2. The transfer will be on the terms set out in Sections 4.1(a) to (d) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to transfers under this Section 4.4.
- 4.5. Consents. The consent of the Strata Corporation will not be required for any partial assignment or sublease of this Lease. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment or a subtenant under any sublease, except as expressly agreed by such assignee or subtenant.
- 4.6. Form of Partial Assignment. Subject to Section 4.2, all partial assignments of this Lease shall be substantially in the form attached hereto as Schedule 2 or shall be in a form acceptable to the Owner in its discretion, or after the registration of the Strata Plan, in a form acceptable to the Strata Corporation in its discretion. No partial assignment shall be registrable by an assignee in a Land Title Office.
- 4.7. Release of Assignors. Upon the assignment (including an automatic assignment pursuant to Section 4.2) to an assignee of a partial assignment of this Lease pertaining to a particular Parking Stall, the Tenant and any subsequent assignor of an interest in such Parking Stall will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Parking Stall which arise after the time of the assignment.
- 4.8. Permitted Use. Notwithstanding any other provision of this Lease, the Tenant and any assignee or subtenant of the Tenant with respect to any Parking Stall that has been assigned or sublet to such assignee or subtenant, shall be entitled, without obtaining the written consent of the Strata Corporation, to:
 - (a) permit a temporary visitor to use the applicable Parking Stall while the visitor is visiting the Tenant;
 - (b) permit use of the Parking Stall by anyone that owns or ordinarily resides in a strata lot in the Hudson Condominium Building as long as the permission is in written form which expressly provides that the permission ceases upon the permittee ceasing to own or ordinarily reside in a strata lot in the Hudson Condominium Building and the Strata Corporation is given notice of such permission given. The Tenant may retain for its own benefit any consideration

the Tenant may receive in connection with granting permission to use the Parking Stall in the circumstances permitted by this section; and

- (c) permit the owner or its nominee to use those Parking Stalls that have not been assigned to purchasers by the Tenant, during such time that the Owner continues to develop, construct and market the Hudson Condominium Building or continues to own any strata lot in the Hudson Condominium Building.
- 4.9. Register of Partial Assignments. The Tenant, and after the registration of the Strata Plan, the Strata Corporation, will maintain a register of all Parking Stalls and will record on such register each partial assignment or sublease of this Lease, indicating:
- (a) the numbers of the Parking Stalls assigned or sublet;
 - (b) the date of assignment or sublease;
 - (c) the name and address of the assignee or subtenant; and
 - (d) the number of the strata lot within the Hudson Condominium Building owned by the assignee to which such Parking Stall is at the time appurtenant, unless the assignee is the Strata Corporation, the Owner or a nominee of the Owner, in which event the Parking Stall need not be appurtenant to a strata lot.
- 4.10. Certificate. Upon request by an owner or prospective purchaser of a strata lot within the Hudson Condominium Building, the Strata Corporation will provide a certificate within 10 business days of receipt of such request, certifying the name and address of the owner to whom a particular Parking Stall is assigned or sublet and the number of the strata lot within the Hudson Condominium Building to which such Parking Stall is at the time appurtenant. The Strata Corporation may require a fee of not more than \$20.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment or sublease pertaining to a particular Parking Stall under Sections 4.1 or 4.2 the Strata Corporation will amend the register accordingly.

5. MISCELLANEOUS

- 5.1. Form of Agreement. Each of the parties hereto agrees to amend the form of this Lease to meet the requirement of the Registrar of Land Titles or of any governmental or public authority or as otherwise necessary to confirm unto the parties the rights granted in this Lease or to register this Lease in appropriate offices of public records.
- 5.2. Acknowledgement and Acceptance. Each of the parties hereto acknowledges and agrees that the Parkade and each of the Parking Stalls conforms with all City of Fort St. John bylaws governing the design, construction and layout of residential parking stalls, and the Tenant accepts the Parkade and each of the Parking Stalls on an as is, where is basis.
- 5.3. Definitions. Any term defined in the recitals to this Lease will have the same meaning throughout this Lease unless otherwise redefined.
- 5.4. Enurement. This Lease shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns and subtenants.

- 5.5. Privity. In the event that the Tenant shall be wound up, or acquired (either in whole or as to a controlling interest therein) by the Strata Corporation, then every assignee of a Parking Stall shall thereupon be deemed to have privity of contract with the Strata Corporation, and the obligations and benefits included in this Lease and any subsequent assignment may be asserted and enforced directly by both the Strata Corporation and such assignee.
- 5.6. Counterparts. This Lease may be signed and delivered in counterparts and all such counterparts shall together constitute an original copy of this Lease.

IN WITNESS WHEREOF the parties hereto have executed this Lease by their respective duly authorized signatories, effective as of the date set out above.

WCPG Hudson Properties Ltd. by its)
 authorized signatory:)
)
)
)
 _____)
 Authorized Signatory)

WCPG Hudson Properties Ltd. by its)
 authorized signatory:)
)
)
)
 _____)
 Authorized Signatory)

SCHEDULE 1

PLAN

SEE ATTACHED

SCHEDULE 2
ASSIGNMENT OF PARKING STALL

BETWEEN:

WCPG Hudson Properties Ltd.

(the "Assignor")

OF THE FIRST PART

AND:

(the "Assignee")

OF THE SECOND PART

RE: Parking Lease dated the ____ day of _____, 2015 (the "Lease") between WCPG HUDSON PROPERTIES LTD., as lessor, and WCPG HUDSON PROPERTIES LTD., as lessee, (the "Lease") and the assignment of the right to use the following under the Lease:

Parking stall no. _____ as shown on Plan attached to Lease (the "Parking Stall") and which forms part of the common property of the strata corporation, The Owners, Strata Plan No. BCS _____ (the "Strata Corporation").

WHEREAS the Assignor is the lessee of the Parking Stall indicated above, and the Assignee is either the Strata Corporation or the owner or purchaser of a strata lot in the Hudson Condominium Building (as that term is defined in the Lease);

THEREFORE, in consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

1. Assignment. The Assignor hereby assigns to the Assignees, its right, title and interest in the Lease pertaining exclusively to the above Parking Stall, for the balance of the Term (as defined in the Lease). Subject to Section 4.2 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Strata Corporation and the Assignor. The Assignor has no obligation to execute this Assignment in registrable form or to provide the Assignee with a registrable plan of the Parking Stall.
2. Assignment Contingent Upon Strata Lot Ownership. Unless the Assignee is the Strata Corporation, the Assignee, its successors, permitted assigns, heirs, executors or administrators shall only be entitled to the rights as lessee under the Lease with respect to the above Parking Stall as long as the Assignee owns a strata lot within the Hudson Condominium Building.
3. Assignee's Acknowledgement and Acceptance. The Assignee acknowledges that the Parking Stall conforms with all City of Fort St. John bylaws governing the design, construction and layout of residential parking stalls, and the Assignee accepts the Parking Stall on an as is, where is basis.
4. Compliance. The Assignee agrees to use and deal with the Parking Stall in accordance with the terms of the Lease and, subject to the terms of the Lease, in accordance with the bylaws, rules and regulations of the Strata Corporation.
5. Sale or Disposition. The Assignee may only assign its rights under this Assignment to the Strata Corporation or an owner or purchaser of a strata lot within the Hudson Condominium Building, and may only allow anyone else to use the Parking Stall in the circumstances permitted by the Lease.

6. Power of Attorney. The Assignee hereby irrevocably nominates, constitutes, and appoints the President of the Strata Corporation, with full power of substitution, as its agent and true and lawful attorney to act on behalf of the Assignee with full power and authority in its name, place and stead to execute, acknowledge, deliver and record an assignment of the Assignee's right to use the Parking Stall in favour of the purchaser of the Assignee's right, title and interest to the strata lot to which the above Parking Stall are appurtenant thereto.

7. Acknowledgement. The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms. If any provision of this Assignment conflicts with or is inconsistent with any provision of the Lease, then the provision in the Lease will prevail.

8. Definitions. Any capitalized word or term that is used in this Agreement but which is not expressly defined herein will have the meaning given to it in the Lease.

9. No Registration. This Assignment shall not be registrable in the Land Title Office.

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

11. Counterparts. This Assignment may be signed and delivered in counterparts and all such counterparts shall together constitute an original copy of this Assignment.

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

Assignor:

Assignee:

EXHIBIT H

Contract of Purchase and Sale

The Hudson Executive Townhomes and Hudson Condominiums

WCPG Hudson Properties Ltd. (the "VENDOR")

700-401 West Georgia Street,
Vancouver, BC V6B 5A1

VENDOR'S SOLICITORS

Richards Buell Sutton LLP
700-401 West Georgia Street
Vancouver, BC V6B 5A1

"Vendor's Solicitors"

(or any other law firm substituted therefor)

PURCHASER(S):

Full Name: _____

(Mr. Miss Ms. Mrs.)

Occupation: _____

Address: _____

City: _____

Province: _____ **Postal Code:** _____

Tel: _____ **Bus:** _____

Fax: _____

S.I.N.: _____

Email: _____

Full Name: _____

(Mr. Miss Ms. Mrs.)

Occupation: _____

Address: _____

City: _____

Province: _____ **Postal Code:** _____

Tel: _____ **Bus:** _____

Fax: _____

S.I.N.: _____

Email: _____

I/WE THE ABOVE PURCHASER(S) HEREBY OFFER to purchase from the Vendor strata lot no. _____ (the "**Strata Lot**") shown on the proposed strata plan attached as Exhibit A to the Disclosure Statement dated January 7, 2015 (together with any amendments referred to as the "**Disclosure Statement**") in the development (the "**Development**") to be known as "The Hudson Executive Townhomes and Condominiums", to be constructed on a subdivided portion of those lands presently legally described as PID: 029-461-677 Lot A Section 1 Township 84 Range 19 West of the 6th Meridian Peace River District Plan EPP47215, all as more particularly described in the Disclosure Statement, at the price and on the terms and conditions contained herein (the "**Offer**") and in the attached Addendums.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration now paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) and other mutual covenants and agreements contained in this agreement, the parties agree with each other as follows:

1.01 PURCHASE PRICE AND DEPOSITS

The Purchase Price for the Strata Lot (the "**Purchase Price**") is: \$ _____

which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows:

(a) an initial deposit (the "**Initial Deposit**") of \$ _____, payable on execution of this Contract by the Purchaser and the Vendor; \$ _____

(b) a second deposit (the "**Second Deposit**") of \$ _____, payable on delivery to the Purchaser of an amendment to the Disclosure Statement confirming the receipt by the Developer from the City of Fort St. John of a building permit allowing the Developer to construct the Strata Lot, in an amount that when added to the Initial Deposit is equal to 15% of the Purchase Price (the Initial Deposit and the Second Deposit are hereinafter the "**Deposit**") _____

(c) the balance of the Purchase Price, subject to adjustments \$ _____

described herein (the "**Balance**") shall be paid on the Completion Date (as hereinafter defined) and all deposits shall be made payable to "**Richards Buell Sutton LLP, In Trust**".

The Purchase Price does not include applicable Federal goods and services tax ("**GST**") or any other taxes of a like nature whether imposed by any provincial or federal or other government having jurisdiction in the nature of a sale or value added or similar tax and all such taxes are together in this Agreement referred to as "**GST**".

The estimated GST based on the Purchase Price as set out above is:

\$ _____

1.02 The Strata Lot is a residential strata lot and the items listed in section 3.7 of the Disclosure Statement are included in the Purchase Price.

1.03 The Purchaser certifies that he/she/they is/are [] is not/are not [] [check one] a resident of Canada under the *Income Tax Act* (Canada).

1.04 Completion, Possession and Adjustment Dates: See Section 4 of Addendum "A" attached hereto. **The Vendor presently estimates the Completion Date to be on or before** _____.

ADDENDA

The provisions of Addendum A and Addendum B attached hereto and any other attached Addenda completed and signed by the parties are incorporated in and form part of this Offer. To the extent that there is any inconsistency between any provision of this Offer and any provision of an Addendum, the provision of the Addendum will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS ADDENDUM "A" AND ALL OTHER ADDENDUMS ARE PART OF THIS OFFER. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase will be open for acceptance by the Vendor up to and including 5:00 PM PST time on the _____ day of _____, 20____ and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot (the "**Agreement**") on the terms and conditions herein contained.

THE PURCHASER HAS EXECUTED THIS OFFER this _____ day of _____, 201____.

Witness

Purchaser

Witness

Purchaser

This Offer to Purchase is accepted by the Vendor this _____ day of _____, 20____.

WCPG Hudson Properties Ltd.

Per: _____
Authorized Signatory

ADDENDUM "A"

1. AGREEMENT

Once this Offer is accepted by the Vendor, the Purchaser agrees to purchase from the Vendor the Strata Lot at the Purchase Price and upon the terms set forth in the Agreement created by the acceptance of this Offer by the Vendor, this Addendum and all additional Addendums and schedules. Title to the Strata Lot on the Completion Date shall be subject only to:

- i. the exceptions listed in Section 23(1) of the Land Title Act (British Columbia);
- ii. the charges and encumbrances referred to in the Disclosure Statement; and
- iii. claims of builders liens or other encumbrances where the Vendor's Solicitors have undertaken to remove same pursuant to paragraph 6.1 hereof (collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

- 2.1 The Strata Lot is part of the Development which is situated on the lands as shown on the proposed subdivision plan attached to the Disclosure Statement, and as more particularly described in the Disclosure Statement.

3. PURCHASE PRICE, DEPOSIT AND PAYMENT

- 3.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

- (a) The Deposit in the amount set out in paragraph 1.01 of the Offer shall be paid by the Purchaser to the Vendor's Solicitors, Richards Buell Sutton LLP in Trust (for the purposes of this paragraph, the "**Stakeholder**"). If the estimated interest to be earned will exceed the Stakeholder's administration costs, the Stakeholder will invest the Deposit in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Purchaser, except as otherwise expressly provided herein; and
- (b) The Balance of the Purchase Price plus or minus adjustments shall be paid by the Purchaser to the Vendor on the Completion Date by way of certified cheque or bank draft.

- 3.2 Subject to paragraphs 3.3 and 3.4 hereof, the Deposit shall be dealt with as follows:

- (a) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit shall form part of and be applied to the Purchase Price and be paid by the Stakeholder to the Vendor. Any interest earned thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid to the Purchaser;
- (b) If the Purchaser fails to complete the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit together with interest accrued thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid by the Stakeholder to the Vendor forthwith;
- (c) If the Purchaser gives proper notice of cancellation to the Vendor pursuant to paragraph 4.1 hereof, then the Deposit together with all interest accrued thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid by the Stakeholder to the Purchaser and the Purchaser shall have no further claim against the Vendor; and
- (d) If the Purchaser does not give notice of cancellation pursuant to paragraph 4.1 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid by the Stakeholder to the Purchaser and the Purchaser shall have no further claim against the Vendor.

- 3.3 Notwithstanding the provisions of paragraph 3.2 hereof, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser authorizes the Stakeholder to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

- 3.4 The Vendor and the Purchaser hereby irrevocably authorize the Stakeholder:
- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof, notwithstanding the provisions of Section 18 of the *Real Estate Development Marketing Act* of British Columbia; and
 - (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Stakeholder with respect to the Deposit.

- 3.5 That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builder's lien claims (the "Lien Holdback") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor the Lien Holdback plus interest, if any, accrued thereon as permitted by law; which payment will occur upon expiration of the period during which the Lien Holdback must be retained pursuant to the *Strata Property Act* and the *Builders Lien Act* (the "Lien Holdback Period"), less the amount of any builder's lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public notifies the Vendor's Solicitor in writing by 4:00 p.m. on the last day of the Lien Holdback Period. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the whole or any part of the Lien Holdback into Court if desired by the Vendor.

4. **COMPLETION, POSSESSION AND ADJUSTMENT DATES**

- 4.1 The completion of the purchase and sale of the Strata Lot shall take place on the date (the "**Completion Date**") specified by the Vendor in a notice delivered to the Purchaser or the Purchaser's Solicitor stating that the Strata Lot is, or is expected to be "Ready to be Occupied" and that the title to the Strata Lot has or is expected to have been issued by the Land Title Office, provided that the Vendor or the Vendor's Solicitor will give not less than 14 days' notice thereof and provided further that if the Land Title Office is not open for business on such day, then the Completion Date shall be the next business day. "Ready to be Occupied" refers to the Strata Lot only and not to any other strata lot or the common property within the Development and the Strata Lot will be deemed to be "Ready to be Occupied" if the City of Fort St. John has issued an occupancy permit to occupy the Strata Lot (the "**Occupancy Permit**"), whether such permit is conditional or unconditional. In the event the Occupancy Permit is a conditional permit issued by the City of Fort St. John, the Vendor will provide the Purchaser with an unconditional Occupancy Permit for the Strata Lot or the Development as soon as is reasonably practical. If the Completion Date has not occurred within six (6) months of the date specified in Section 1.04 of the Offer to Purchase, then the Purchaser or Vendor may, subject to paragraph 4.2 hereof, cancel this agreement, by written notice delivered to the other within 60 days of that date whereupon the Purchaser will be entitled to repayment of the Deposit as the Purchaser's sole remedy.

- 4.2 **Notice of Completion Date.** The notice of the Completion Date delivered to the Purchaser or the Purchaser's Solicitors may be based on the Vendor's estimate as to when the Strata Lot will be "Ready to be Occupied" and when the said title to the Strata Lot will be issued by the Land Title Office, and if the Strata Lot is not "Ready to be Occupied" or if the said title is not issued by the Land Title Office on or before the Completion Date so estimated, then the Vendor may extend the Completion Date from time to time as required by the Vendor until the Strata Lot is "Ready to be Occupied" and the said title is to be issued in the Land Title Office, by notice of such extension to the Purchaser or the Purchaser's Solicitors, provided that the Vendor shall give the Purchaser or the Purchaser's Solicitors not less than 7 days' notice of such extended Completion Date.

- 4.3 If the Vendor is delayed from completing the development of the Strata Lot as a result of fire, explosion or accident, however caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, materials or equipment or flood, act of God, inclement weather, delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, interference of the Purchaser or any other event beyond the control of the Vendor, then the time within which the Vendor must do anything hereunder and the Completion Date referred to in paragraph 4.1 will be extended for a period equivalent to such period of delay.
- 4.4 Adjustments. The Purchaser will assume and pay all taxes, rates, local improvement assessments, utilities and other charges, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot shall be made, as of the Completion Date. The Purchaser shall pay GST in accordance with paragraph 4.6 below.
- 4.5 Possession. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser shall have vacant possession of the Strata Lot at 12:00 noon on the Completion Date (the "**Possession Date**").
- 4.6 Risk
The Strata Lot will be and remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.
- 4.7 GST
The Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot (including property transfer tax and any applicable taxes, including GST, and any other federal or provincial sales, service, transition, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Strata Lot), other than the costs the Vendor incurred in clearing title to the Strata Lot. The Purchaser acknowledges that GST and provincial sales taxes are, without duplication, applicable to the sale and purchase of the Strata Lot and will be payable by the Purchaser. The Purchaser acknowledges and agrees that the Purchase Price is exclusive of all applicable taxes, including GST, and any other federal or provincial sales, service, value added or other tax or new housing rebate, which for greater clarity are not included in the Purchase Price. The Purchaser and the Vendor acknowledge that Harmonized Sales Tax (HST) and 2% BC transition tax will not apply to the sale and purchase of the Strata Lot, as both ownership and possession of the Strata Lot will transfer after April 1, 2013 and as construction of the Development will not commence until after April 1, 2013. Notwithstanding the foregoing, the Vendor is required pursuant to the *New Housing Transition Tax and Rebate Act* (British Columbia) and New Housing Transition Tax and Rebate Regulation to provide to the Purchaser the information as set forth in Addendum "B" hereto.
5. CONSTRUCTION
- 5.1 The Vendor will proceed to construct the Development substantially in accordance with the proposed draft Strata Plan attached to the Disclosure Statement, provided that the Vendor may make changes to features, design, and materials as are, in the Vendor's opinion, desirable and reasonable. The Purchaser understands and agrees that the building plans, design, and specifications for the Development may be varied to a minor extent in the reasonable discretion of the Vendor, that the area of the Strata Lot shown on the proposed Strata Plan is approximate, and that the address or suit and Strata Lot number assigned to the Strata Lot are subject to change at the Vendor's discretion.
- 5.2 The Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot prior to the Possession Date (as herein defined) without the prior written permission of the Vendor (which the Vendor may withhold in its absolute discretion) and then only if accompanied by a representative of the Vendor. The Purchaser hereby releases the Vendor and its directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the

Released Parties, or any condition within the Strata Lot or the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person on behalf of the Purchaser within the Strata Lot or the Development, or any act or omission of the Purchaser or any person on behalf of the Purchaser while within the Strata Lot or the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

- 5.3 The Purchaser and a representative of the Vendor shall inspect the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies shall be prepared including the dates by which corrections are to occur. The parties shall sign the list and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the listed corrections.
- 5.4 The Purchaser acknowledges that the Development may include services facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, garbage compactors and other such facilities and equipment (collectively the "**Service Facilities**"). The Service Facilities will be located as required by the relevant authorities or as recommended by the Vendor's consultants.

6. CONVEYANCE

6.1 Conveyance

It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor a freehold transfer, in registrable form, and a statement of adjustments to the Vendor's Solicitor at least three (3) days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required for the closing.

On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the purchase monies received from the Purchaser to obtain a partial discharge of any construction mortgage and security collateral thereto. The Purchaser's Solicitor or notary public will pay the balance of the adjusted Purchase Price on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on their undertaking to pay an amount required in a written statement of indebtedness from the holder of the prior encumbrance to require the holder of the prior encumbrance to provide the Vendor's Solicitors with a registrable discharge of such prior encumbrance and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builders lien, on his undertaking to pay an amount sufficient to cause same to be discharged within thirty (30) days after the Completion Date. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

- (a) deposited in trust with the Purchaser's Solicitors the cash balance of the Purchase Price not being financed by the mortgage;
- (b) fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
- (c) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitors to pay on the Completion Date the balance of the adjusted Purchase Price

upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

- 6.2 The Purchaser will pay all costs (including the Purchaser's Solicitors' fees and disbursements) in connection with the completion of purchase and the sale (including applicable GST or other federal or provincial sales, value-added, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

7. ASSIGNMENT BY PURCHASER

7.1 Assignment

The Purchaser may only assign the Purchaser's interest in the Strata Lot or in this Agreement or direct the transfer of the Strata Lot to any other or additional party with the written consent of the Vendor, and unless the Vendor so consents the Vendor shall not be required to convey the Strata Lot to anyone other than the Purchaser named herein. If, with the consent of the Vendor, the Purchaser assigns the Purchaser's interest in the Strata Lot or this Agreement or directs the transfer of the Strata Lot to any other or additional party, the Purchaser will pay to the Vendor a handling fee in the amount of \$500.00, plus applicable GST on such fee at the time the assignment form is delivered to the Vendor, except that such handling fee will be waived and will not be payable if the assignee is the Purchaser's spouse, parent, child, grandparent or grandchild. No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or this Agreement or direction of transfer to any other person shall release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

- 7.2 The Purchaser will not advertise or solicit offers from the public with respect to the resale of the Strata Lot by the Purchaser or the Purchaser's interest under the Offer to Purchase before the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld.

- 7.3 The Purchaser agrees that after completion of the conveyance contemplated by this Offer to Purchase, he/she shall allow the Vendor to maintain professional signage on the Strata Lot for the purposes of offering the balance of the Vendor's strata lots in the Development for sale.

8. PURCHASER'S ACKNOWLEDGEMENTS

- 8.1 Disclosure Statement. The Purchaser acknowledges that the Purchaser has received a copy of the Disclosure Statement for the Development and all amendments thereto, and has been given a reasonable opportunity to read the Disclosure Statement before signing this Agreement. The signing of this Agreement by the Purchaser will constitute (i) a receipt for the Disclosure Statement and (ii) the Purchaser's acknowledgment that the Purchaser had an opportunity to read the Disclosure Statement.

9. MISCELLANEOUS

- 9.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable by the Purchaser hereunder are paid when due, then the Vendor may, at the Vendor's option:

- (a) terminate this Agreement and in such event the Deposit together with all accrued interest thereon will be absolutely forfeited to the Vendor on account of damages (being the minimum amount of damages the parties agree the Vendor is expected to suffer as a result of such termination), without prejudice to the Vendor's other remedies, including a right to recover any additional damages; or
- (b) elect to extend the time for completion and complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 3% per annum above the annual rate of interest designated by the Vendor's principal bank as its "prime rate", as that

rate changes from time to time, such interest to be calculated daily from the date upon which such payment and amounts were due to the date upon which such payment and amounts are paid.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subsection (b) the Vendor may thereafter elect to terminate this Agreement pursuant to subsection (a) or permit a further extension pursuant to subsection (b).

- 9.2 Condition Removal. Notwithstanding anything herein contained to the contrary if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions then the conditions shall be set out in an Addendum attached hereto.
- 9.3 Notices and Tender. Any notice to be given to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Offer or the Purchaser's Solicitors at their offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by telecopy to the Purchaser's Solicitors at their office or to the Purchaser, or if delivered to the Purchaser by electronic mail at the electronic mail address set out on the first page of this Offer. For clarity, the Purchaser hereby consents to the delivery by the Vendor and the receipt by the Purchaser of all notices to be provided hereunder, including without limitation all amendments to the Disclosure Statement, by delivery by electronic mail. Such notice shall be deemed to have been received if so delivered or transmitted, when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing, or, in the event of delivery by electronic mail, the notice shall be deemed to be delivered as of the date and time the notice shows as being sent from the sender's electronic mail address. The address, telecopy number and electronic mail address (if any) for the Purchaser will be as set out on the first page of this Offer or such other address, telecopy number or electronic mail address the Purchaser has last notified the Vendor in writing. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. Any notice to be given to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and shall be deemed to have been received, as provided for in the preceding provisions of this section, mutatis mutandis. Any documents or money to be tendered on the Vendor shall be tendered by way of certified funds or bank draft and shall be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.
- 9.4 Policy Statement #5. Pursuant to Policy Statement #5 ("PS#5") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a building permit provided that an amendment with respect to PS#5 disclosing the particulars of the issued building permit (an "**Amendment**") to the disclosure statement for the Development is filed within nine (9) months of the developer filing the disclosure statement and subject to the conditions set out in below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#5.

In compliance with and as required by PS#5 if the required Amendment with respect to PS#5 has not been filed prior to the date the Purchaser has executed this Offer, then notwithstanding anything else herein contained the following applies:

- (a) **The Purchaser may cancel this purchase agreement for a period of seven days of receipt of an Amendment to the Disclosure Statement that sets out particulars of the issued building permit, if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;**
- (b) **If an Amendment to the Disclosure Statement that sets out particulars of the issued building permit is not received by the Purchaser within 12 months after the initial Disclosure Statement was filed, the Purchaser may at his or her**

option cancel this purchase agreement at any time after the end of that 12 month period until the required Amendment is received by the Purchaser, at which time the Purchaser may cancel this purchase agreement for a period of seven days after receipt of that Amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

- (c) The amount of the deposit to be paid by a Purchaser who has not yet received an Amendment to the Disclosure Statement that sets out particulars of the issued building permit is no more than 10% of the Purchase Price; and
- (d) All deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser.

9.5 Governing Law. The Offer, the Agreement resulting from the acceptance of the Offer, the Agreement and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

9.6 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties shall be deemed to have been given at the same time to each other such party.

9.7 Residency of Vendor. The Vendor represents and warrants to the Purchaser that it is a resident of Canada within the meaning of the *Income Tax Act* of Canada.

9.8 Contractual Rights. The Offer and the agreement which results from its acceptance creates contractual rights only and not any interest in land.

9.9 Further Assurances. The parties hereto shall do all further acts and things and execute all such further assurances as may be necessary to give full effect to the intent and meaning of this Agreement.

9.10 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

9.11 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of the personal information about the Purchaser as may be required for the following purposes:

- (a) to obtain financing for the Vendor;
- (b) to comply with requirements of the Vendor's lenders and bankers;
- (c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;
- (d) for insurance coverage for the Property or the Development for carrying out its services;
- (e) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;
- (f) to the Vendor's lawyers for all matters relating to this Agreement;
- (g) to carry out and complete the sale of the Strata Lot to the Purchaser;
- (h) to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;
- (i) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;
- (j) to facilitate communications between the Purchaser and the Vendor; and

- (k) to disclose the information to affiliated companies of the Vendor so that those affiliated companies may provide the Purchaser with notice of real estate projects being developed by those affiliated companies.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all addendums, attachments, and amendments to this Agreement.

- 9.12 Deposit Protection Agreement Under REDM Act. Under section 19 of the *REDM Act*, a developer who desires to use for the developer's own purposes a deposit the developer has placed with a trustee under section 18 of the *REDM Act* may, by entering into a deposit protection agreement in relation to that deposit, obtain the deposit from that trustee and use that deposit only for the developer's own purposes. Section 10 of the Real Estate Development Marketing Regulation provides that if a developer enters into a deposit protection agreement, the developer must provide notice of the deposit protection agreement to a purchaser by including the following information in the disclosure statement:
- the name and business address of the insurer;
 - the name of the developer who entered into the deposit protection agreement; and
 - the date on which the insurance takes effect.

The Purchaser acknowledges and agrees that the Vendor may enter into such a deposit protection agreement with respect to the Deposit. The Vendor agrees that if it enters into such a deposit protection agreement with respect to the Deposit, it will comply with Section 10 of the Real Estate Development Marketing Regulation regarding that deposit protection agreement.

ADDENDUM "B"

In addition to the terms set out in this Offer to Purchase, the Vendor hereby provides to the Purchaser the following information as required pursuant to the New Housing Transition Tax and Rebate Act (British Columbia) and the New Housing Transition Tax and Rebate Regulation:

1. The value of the consideration for the sale for GST/HST purposes is the Purchase Price.
2. The Purchase Price does not include any tax under the New Housing Transition Tax and Rebate Act (British Columbia) or under Part IX of the federal Excise Tax Act.
3. The Vendor is not a foreign supplier.
4. NOTICE TO PURCHASER:

If (a) both ownership and possession of newly constructed or substantially renovated housing, or an interest in such housing, transfer on or after April 1, 2013 and (b) either ownership or possession of the housing or interest transfers before April 1, 2015, then

- (a) the 7% provincial component of the HST and the BC HST new housing rebate for primary places of residence generally will not apply,
- (b) the 2% BC transition tax may be payable by the purchaser, and
- (c) the supplier may be eligible for a BC transition rebate in respect of the housing.

For more information refer to
<http://www.cra-arc.gc.ca/E/pub/gi/notice276/README.html>

**FIRST AMENDMENT TO DISCLOSURE STATEMENT
Fort St. John, British Columbia**

THE HUDSON CONDOMINIUMS AND EXECUTIVE TOWNHOMES

DEVELOPER: WCPG HUDSON PROPERTIES LTD.
(INC. NO. BC1022406)

ADDRESS FOR SERVICE: 700-401 West Georgia Street
Vancouver, BC V6B 5A1

BUSINESS ADDRESS: 700-401 West Georgia Street
Vancouver, B.C. V6B 5A1

DATE OF DISCLOSURE STATEMENT: January 7, 2015

**DATE OF FIRST AMENDMENT TO
DISCLOSURE STATEMENT** February 10, 2015

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

The Developer will not utilize the services of a real estate agent on an exclusive basis but reserves the right to appoint from time to time one or more real estate brokerages to market the Development.

The Developer may also use its own staff members to market the strata lots, most of whom are not licensed under the *Real Estate Services Act*. One or more of these staff members may be licensed under the *Real Estate Services Act*. None of the Developer's agent(s) or staff members will be acting on behalf of the Purchaser.

This First Amendment to Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7 for information on the purchase agreement. That information has been drawn to the attention of

_____ **[insert purchaser's name]**

_____ **[insert purchaser's name]**

who has confirmed that fact by initialing in the space provided here:

[space for purchaser's initials].

FIRST AMENDMENT TO DISCLOSURE STATEMENT

- 1.0** Section 2.3 (*Phasing*) of the Disclosure Statement is amended by deleting the third paragraph in its entirety and replacing it with the following:

The phases described in this Disclosure Statement have been approved in principle by the Approving Officer for the City of Fort St. John who has indicated that the Form P Phased Strata Plan Declaration attached as Exhibit F to this Disclosure Statement is approved in principle. The actual Form P as filed may vary slightly from the exhibit attached.

- 2.0** Exhibit F - Form P Phased Strata Plan Declaration attached as Exhibit F to the Disclosure Statement is amended by adding thereto the pages attached to this First Amendment to Disclosure Statement as pages 3 and 4.

DEEMED RELIANCE

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

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of February 3, 2015.

WCPG HUDSON PROPERTIES LTD.



Authorized Signatory

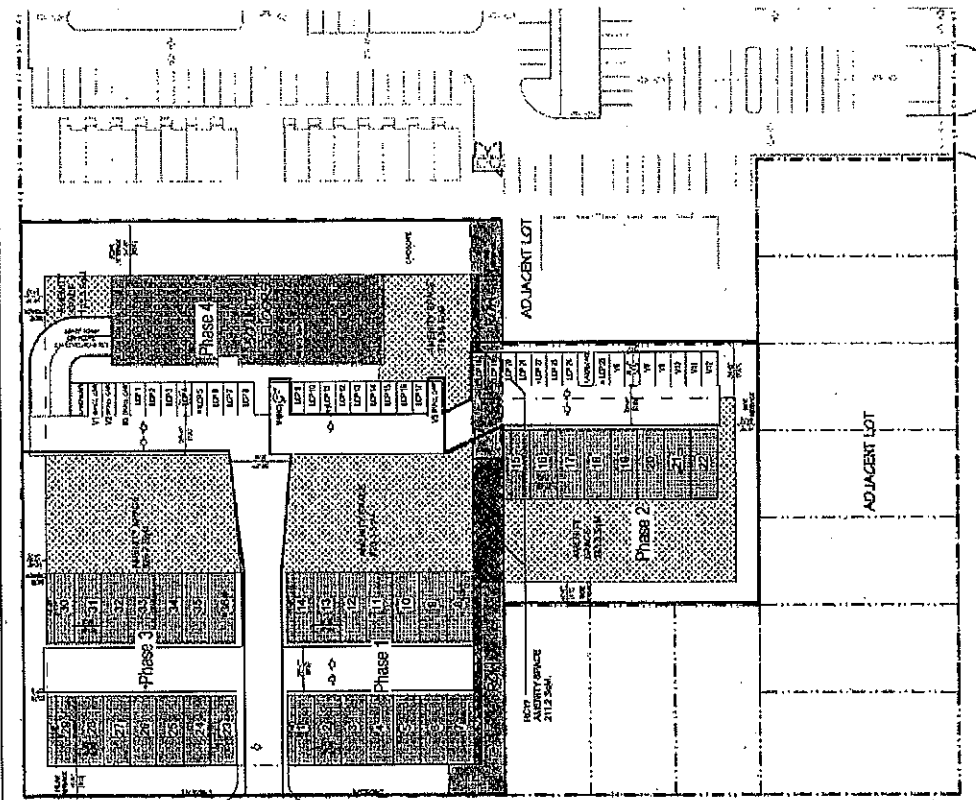
DIRECTOR



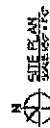
David Steele, PERSONALLY

SITE STATISTICS

1 PLEX + 50 UNIT OPTION
36 9 BED UNITS
01 BED UNITS
TOTAL 36 UNITS
40 2 BED UNITS
21 BED UNITS
TOTAL 50 UNITS
AMENITY AREA
3145 SQM (1028) BED
3071 SQM (1028) BED
PARKING
125 PER LOT FOR 1 BEDROOM
7 - 1100 = 75 STALLS
2 PER UNIT FOR 2 BEDROOMS
40 - 1000 = 40 STALLS
PER TRAILER 7 x 1 = 125 STALLS
= 140 STALLS
PROPOSED STALLS
REGULAR = 25 STALLS
4 STALLS
SMALL = 4 STALLS
100 = 40 STALLS
BARAGENS = 75 STALLS
144 STALLS



102ND AVENUE



SITE PLAN
DATE: 05-16-16

NO.	DATE	DESCRIPTION
1	05-16-16	ISSUED FOR PERMIT
2	05-16-16	REVISIONS
3	05-16-16	REVISIONS
4	05-16-16	REVISIONS
5	05-16-16	REVISIONS
6	05-16-16	REVISIONS
7	05-16-16	REVISIONS
8	05-16-16	REVISIONS
9	05-16-16	REVISIONS
10	05-16-16	REVISIONS
11	05-16-16	REVISIONS
12	05-16-16	REVISIONS
13	05-16-16	REVISIONS
14	05-16-16	REVISIONS
15	05-16-16	REVISIONS
16	05-16-16	REVISIONS
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48	05-16-16	REVISIONS
49	05-16-16	REVISIONS
50	05-16-16	REVISIONS

PILLOW ARCHITECT LTD

3707 16 AVENUE
BURNABY, BRITISH COLUMBIA
V5C 2K1
TEL: 604-291-1111
WWW.PILLOWARCHITECT.COM

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PANORAMA HEIGHTS
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WWW.PILLOWARCHITECT.COM

SECOND AMENDMENT TO DISCLOSURE STATEMENT
Fort St. John, British Columbia

THE HUDSON CONDOMINIUMS AND EXECUTIVE TOWNHOMES

DEVELOPER: WCPG HUDSON PROPERTIES LTD.
(INC. NO. BC1022406)

ADDRESS FOR SERVICE: 700-401 West Georgia Street
Vancouver, BC V6B 5A1

BUSINESS ADDRESS: 700-401 West Georgia Street
Vancouver, B.C. V6B 5A1

DATE OF DISCLOSURE STATEMENT: January 7, 2015

**DATE OF FIRST AMENDMENT TO
DISCLOSURE STATEMENT** February 10, 2015

**DATE OF SECOND AMENDMENT TO
DISCLOSURE STATEMENT** June 5, 2015

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

The Developer will not utilize the services of a real estate agent on an exclusive basis but reserves the right to appoint from time to time one or more real estate brokerages to market the Development.

The Developer may also use its own staff members to market the strata lots, most of whom are not licensed under the *Real Estate Services Act*. One or more of these staff members may be licensed under the *Real Estate Services Act*. None of the Developer's agent(s) or staff members will be acting on behalf of the Purchaser.

This Second Amendment to Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7 for information on the purchase agreement. That information has been drawn to the attention of

_____ [insert purchaser's name]

_____ [insert purchaser's name]

who has confirmed that fact by initialing in the space provided here:

[space for purchaser's initials].

SECOND AMENDMENT TO DISCLOSURE STATEMENT

1. Section 3.5 (*Bylaws*) is amended by:
 - (a) deleting the 6th paragraph thereof and replacing it with the following:

"Bylaws 36, 39 and 40 restrict the use of parking areas and driveways"; and
 - (b) deleting the 7th paragraph thereof and replacing it with the following:

"Bylaw 38 restricts the placement of "for sale" signs to a common post area".
2. Section 3.6 (*Parking*) is amended by deleting the section in its entirety and replacing it with the following:

Hudson Executive Townhome Strata Lots

Each Hudson Executive Townhome Strata Lot will have a drive-in 2 car garage located within the Strata Lot (the "Hudson Executive Townhome Parking Stalls").

Hudson Condominium Strata Lots

The Development will include an underground parkade located beneath the Hudson Condominium Building and constructed as part of Phase 4 of the Development (the "Parkade"), containing 40 common property parking stalls (the "Parkade CP Parking Stalls"). The Parkade CP Parking Stalls are for the use of those purchasers of the Hudson Condominium Strata Lots who choose to acquire the use of the Parkade CP Parking Stalls from the Developer, as further described below.

Common Property Surface Parking Stalls

The Development will include an additional 57 Common Property ground level parking stalls available for the use of Strata Lot owners (the "Surface CP Parking Stalls"). The Surface CP Parking Stalls are shown as Nos. 3-11 (*Phase 1*), Nos. 12-14 and 16-22 (*Phase 2*), Nos. 30-39 (*Phase 3*), and Nos. 43-69 (*Phase 4*) on the preliminary phasing plan attached as Exhibit A.1. On filing of the Phase 1 Final Strata Plan, the Developer will cause the strata corporation to pass a bylaw restricting the use of the surface parking stall shown as No. 2 on the preliminary phasing plan attached as Exhibit A.1, by designating it as a visitor parking stall, for the use of guests and other visitors of all the Strata Lot owners, until such time as the Phase 4 Strata Plan is submitted for filing in the Land Title Office, and thereafter such parking stall will become a Surface CP Parking Stall to be leased as hereinafter described. The Surface CP Parking Stalls are for the use of those Strata Lot owners who choose to acquire the use of the Surface CP Parking Stalls from the Developer.

Prior to submitting Phase 1 of the Final Strata Plan for filing in the Land Title Office, the Developer will enter into a lease with itself or an associated company (the "Lessee") in substantially the form of lease attached as Exhibit G to this Disclosure Statement (the "Parking Lease"), giving the Lessee an exclusive lease of the Parkade CP Parking Stalls and the Surface CP Parking Stalls and a non-exclusive lease of those parts of the Lands, including any Common Property created upon registration of the Final Strata Plan, necessary for access to and egress from the Parkade CP Parking Stalls and the Surface CP Parking Stalls. The Parking Lease will be for a term ending on the earlier of the date which is 999 years from the date of the Parking Lease, the date that each of the Hudson Condominium Strata Lots are no longer habitable, or the date the Strata Corporation is dissolved or wound up and the assets of the Strata Corporation distributed accordingly.

As the Development progresses and Phase 1, Phase 2, Phase 3 and Phase 4 of the Final Strata Plan are submitted to the Land Title Office for filing, the Lessee may enter into subleases of the Parkade CP Parking Stalls with the purchasers of the Hudson Condominium Strata Lots who have elected to acquire the use of one or more Parkade CP Parking Stall, and the Lessee may enter into subleases of the Surface CP Parking Stalls with the purchasers of the Hudson Executive Townhome Strata Lots and Hudson Condominium Strata Lots who have elected to acquire the use of the Surface CP Parking Stalls. The subleases referred to herein will be in the form of the parking stall assignment (the "**Assignment**") attached as Schedule "2" to the Parking Lease. The Lessee may charge a "one time" fee for the assignment of its rights under the Parking Lease. An Assignment may include one or more Surface CP Parking Stalls or Parkade CP Parking Stall as the Lessee may determine in its sole discretion. Subsequent Assignments of Parking Stalls by purchasers of Lots may only be permitted in accordance with the terms of the Parking Lease.

The Hudson Condominium Strata Lot Type will assume full responsibility for the control, management and administration of those parts of the Parkade leased to the Lessee, and the cost of the maintenance and repair of the Parkade CP Parking stalls is the responsibility of the Hudson Condominium Strata Lot Type. The cost of such maintenance and repair is included in the projected operating budget of the Strata Corporation attached as Exhibit D.

Visitor Parking Stalls

In addition to the Hudson Executive Townhome Parking Stalls, the Parkade CP Parking Stalls and the Surface CP Parking Stalls, the Development will include 13 common property visitor parking stalls, for the use of guests and other visitors of all of the Strata Lot owners, including one accessible parking stall reserved for the use of persons with disabilities. The accessible parking stall is shown as No. 0 (*Phase 1*), and the other visitor parking stalls are shown as No. 1 (*Phase 1*), Nos. 15 and 23 - 27 (*Phase 2*), Nos. 28 and 29 (*Phase 3*), and Nos. 40 - 42 (*Phase 4*) on the preliminary phasing plan attached as Exhibit A.1. As described previously in this section 3.6, until the filing of Phase 4 of the Final Strata Plan, the parking stall shown as No. 2 (*Phase 1*) will also be designated by the Strata Corporation for the use of guests and other visitors of all of the Strata Lot owners..

The Developer reserves the right to amend the Final Strata Plan to designate all or any of the Parkade CP Parking Stalls or the Surface CP Parking Stalls as Limited Common Property.

3. Section 4.2 (*Ownership*) is amended by deleting the final sentence thereof and replacing it with the following:

The Developer has entered into an agreement with the LP, WCPM and WCPG whereby the Developer can do all things necessary to construct and complete the development and can direct the LP, WCPM and WCPG to transfer registered and beneficial title to the purchasers of Strata Lots.

4. Section 4.3 (*Existing Encumbrances and Legal Notations*) is amended by deleting paragraph (a) and replacing it with the following:

(a) Legal Notations:

- (i) HERETO IS ANNEXED EASEMENT CA4233203 OVER PART OF LOT 1 PLAN EPP40016 SHOWN ON PLAN EPP48211. This easement grants to the owner of the Lands the right to pass over those parts shown on plan EPP48211 of the parcel lying to the east of the Lands and being described as Lot 1 on plan EPP40016 ("Lot 1") for the purpose of providing access to and egress from the Lands by fire trucks and other emergency services vehicles.

- (ii) HERETO IS ANNEXED EASEMENT CA4233205 OVER PART OF LOT 2 PLAN EPP40016 SHOWN ON PLAN EPP48211. This easement grants to the owner of the Lands the right to pass over those parts of the parcel located immediately adjacent to the Lands to the east ("Lot 2") shown on plan EPP48211 for the purpose of providing access to and egress from the Lands by fire trucks and other emergency services vehicles.

5. Section 4.3 (*Existing Encumbrances and Legal Notations*) is further amended by adding the following paragraphs after (b)(v):

- (vi) Easement CA4233201 in favour of the owner of Lot 1 (the "Lot 1 Owner") and the owner of Lot 2 (the "Lot 2 Owner") granting the Lot 1 Owner and the Lot 2 Owner the right to pass over those parts of the Lands shown on plan EPP48211 for the purpose of providing access to and egress from the Lands by fire trucks and other emergency services vehicles. A copy of plan EPP48211 showing the easement area is attached as Exhibit I.
- (vii) Priority Agreement CA4233202. This priority agreement grants Easement CA4233201 priority in registration ahead of Mortgage CA3301582 and Assignment of Rents CA3301583.
- (viii) Covenant CA4233209 in favour of the City of Fort St. John, which provides that the owner of the Lands, the Lot 1 Owner and the Lot 2 Owner may not discharge any of the easements described in this Section 4.3 without the consent of the City of Fort St. John.
- (ix) Priority agreement CA4233210. This priority agreement grants Covenant CA4233209 priority over Mortgage CA3301582 and Assignment of Rents CA3301583.

6. Section 4.4 (*Proposed Encumbrances*) is amended by deleting the first sentence in its entirety and replacing it with the following:

In addition to the above, the Developer has obtained a financing commitment from China High Growth Capital Ltd. in an amount sufficient to complete the Development, and a financing commitment from First West Credit Union in an amount sufficient to complete the construction of the Phase 1 Strata Lots, Phase 2 Strata Lots and Phase 3 Strata Lots. China High Growth Capital Ltd. and First West Credit Union are hereinafter collectively referred to as the "Lender". In connection with the financing commitments herein described additional charges such as a mortgage and assignment of rents may be registered against title to the Lands (the "Lender's Financing").

7. Section 6.1 is amended by deleting the first paragraph thereof and replacing it with the following:

The Developer has obtained from the City of Fort St. John building permits numbered 8691, 8692, 8693, 8694 and 8695 granting the Developer permission to construct the Phase 1 Strata Lots, Phase 2 Strata Lots, and the Phase 3 Strata Lots, including any limited common property designated for the exclusive use of the Owners of the Strata Lots. A copy of the building permits are attached as Exhibit J hereto.

The Developer has obtained approval in principle to construct the Phase 4 Strata Lots from the City of Fort St. John. The remainder of this Section 6.1 is applicable only to the Phase 4 Strata Lots:

8. Section 6.1 (*Development Approval*) is further amended by adding the following after the final paragraph:

Please refer to section 7.2 for information regarding the form of purchase agreements intended to be used by the Developer. A copy of the proposed form of purchase agreement for the purchase of the Phase 4 Strata Lots is attached as Exhibit H hereto. A copy of the proposed form of purchase agreement for the purchase of the Phase 1 Strata Lots, Phase 2 Strata Lots and Phase 3 Strata Lots is attached as Exhibit H.1 hereto.

9. Section 6.2 is amended by deleting the first paragraph thereof in its entirety and replacing it with:

The Developer has obtained a financing commitment from China High Growth Capital Ltd. in an amount sufficient to complete the Development, and a financing commitment from First West Credit Union in an amount sufficient to complete the construction of the Phase 1 Strata Lots, Phase 2 Strata Lots and Phase 3 Strata Lots.

10. Section 7.2 is amended by deleting the section in its entirety and replacing it with the following:

A copy of the Contract of Purchase and Sale proposed to be used for the purchase and sale of the Phase 4 Strata Lots (the "Initial Purchase Agreement") pursuant to this Disclosure Statement is attached hereto as Exhibit H, and a copy of the contract of Purchase and Sale proposed to be used for the purchase and sale of the Phase 1 Strata Lots, Phase 2 Strata Lots and Phase 3 Strata Lots (the "amended Purchase Agreement" and collectively with the Initial Purchase Agreement, the "Purchase Agreements") pursuant to this Disclosure Statement is attached hereto as Exhibit H.1. **The Developer in this Section 7.2 is referred to as the "Vendor" to be consistent with the terms in the Purchase Agreement.**

The form of the Purchase Agreement may be modified from time to time by the Developer and may be modified by agreement between any purchaser and the Developer.

Unless otherwise defined in this Disclosure Statement, each capitalized term used in this Section 7.2 will have the meaning given to it in the Purchase Agreement. The information set out in this Section 7.2 is a summary of provisions contained in the Purchase Agreement. Please refer to the Purchase Agreement for the actual provisions summarized in this Section.

(a) Termination:

Pursuant to the terms of each Purchase Agreement, the Vendor may terminate the Purchase Agreement if:

- (i) the Purchaser defaults on any of the Purchaser's obligations as set out in the Purchase Agreement;
- (ii) all payments on account of the Purchase Price and any other monies payable by the Purchaser under each Purchase Agreement are not paid when due, as such due date may be extended pursuant to paragraph 9.1 of Addendum "A" of each Purchase Agreement; or
- (iii) the Purchaser's notice of satisfaction or waiver of the Purchaser's conditions is not received within the time required by the Vendor pursuant to paragraph 9.2 of Addendum "A" of each Purchase Agreement.

Pursuant to the terms of paragraph 9.3 of Addendum A of the Initial Purchase Agreement:

- (i) the Purchaser may cancel the Purchase Agreement for a period of seven days after receipt of an Amendment to the Disclosure Statement that sets out particulars of the issued building permit required under Policy Statement 5 if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit; and
- (ii) if an Amendment to the Disclosure Statement that sets out particulars of the issued building permit is not received by the Purchaser within 12 months after the initial Disclosure Statement was filed, the Purchaser may at his or her option cancel the Purchase Agreement at any time after the end of that 12 month period until the required Amendment is received by the Purchaser, at which time the Purchaser may cancel the Purchase Agreement for a period of seven days after receipt of that Amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit.

Pursuant to the terms of each Purchase Agreement, either the Vendor or the Purchaser may at its option terminate the Purchase Agreement if the Completion Date has not occurred by the date that is 6 months after the date set out in Section 1.04 of the Purchase Agreement, as such date may be extended in accordance with the Purchase Agreement.

(b) Extension

Pursuant to the terms of each Purchase Agreement, the time for completing the sale of a Strata Lot may be extended:

- (i) if the Vendor is delayed from completing the construction of a Strata Lot or satisfying any other conditions of closing as a result of any event of any nature whatsoever beyond the control of the Vendor in accordance with paragraph 4.2 of Addendum A of the Purchase Agreement; or
- (ii) at the Vendor's option if all payments on account of the Purchase Price and any other monies payable by the Purchaser under the Purchase Agreement are not paid when due in accordance with Section 9.1 of Addendum A of the Purchase Agreement.

(c) Assignment

The Purchaser may only assign the Purchaser's interest in the Strata Lot or in a Purchase Agreement or direct the transfer of the Strata Lot to any other or additional party with the written consent of the Vendor, and unless the Vendor so consents the Vendor shall not be required to convey the Strata Lot to anyone other than the Purchaser named herein. If, with the consent of the Vendor, the Purchaser assigns the Purchaser's interest in the Strata Lot or the Purchase Agreement or directs the transfer of the Strata Lot to any other or additional party, the Purchaser will pay to the Vendor a handling fee in the amount of \$500.00, plus applicable GST on such fee at the time the assignment form is delivered to the Vendor. No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or this Agreement or direction of transfer to any

other person shall release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

(d) Interest

- (i) Section 3.1 (a) of the Purchase Agreement provides that if the interest on any deposit will exceed the administration costs of the stakeholder of the deposit, that stakeholder will invest the deposit in an interest bearing trust account with interest to accrue to the purchaser. The administration costs of the stakeholder are stated in section 3.2 not to exceed \$200.
- (ii) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit shall form part of and be applied to the Purchase Price and be paid by the Stakeholder to the Vendor. Any interest earned thereon (less the Stakeholder's administrative fee not to exceed \$200.00) shall be paid to the Purchaser;
- (iii) If the Purchaser fails to complete the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit together with interest accrued thereon (less the Stakeholder's administrative fee not to exceed \$200.00) shall be paid by the Stakeholder to the Vendor forthwith;
- (iv) If the Purchaser gives proper notice of cancellation to the Vendor pursuant to paragraph 4.1 or 9.2 hereof, then the Deposit together with all interest accrued thereon (less the Stakeholder's administrative fee not to exceed \$200.00) shall be paid by the Stakeholder to the Purchaser and the Purchaser shall have no further claim against the Vendor; and
- (v) If the Purchaser does not give notice of cancellation pursuant to paragraphs 4.1 or 9.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Stakeholder's administrative fee not to exceed \$200.00) shall be paid by the Stakeholder to the Purchaser and the Purchaser shall have no further claim against the Vendor.

- 11. Section 7.2 is amended by deleting paragraphs (iv) and (v) thereof in their entirety.
- 12. Exhibit A.1 of the Disclosure Statement is deleted and replaced with Exhibit A.1 - Preliminary Phasing Plan attached hereto.
- 13. Exhibit A.2 of the Disclosure Statement is deleted in its entirety.
- 14. Exhibit C of the Disclosure Statement is deleted in its entirety and replaced with the Exhibit C attached hereto.
- 15. Exhibit G of the Disclosure Statement is deleted in its entirety and replaced with Exhibit G - Parking Lease attached hereto.
- 16. Exhibit H of the Disclosure Statement is deleted in its entirety and replaced with Exhibit H - Contract of Purchase and Sale attached hereto.
- 17. Exhibit H.1 - (*Contract of Purchase and Sale*) attached as an exhibit to this Second Amendment to Disclosure Statement is added to the Disclosure Statement.

18. Exhibit I (*Plan EPP48211*) attached as an exhibit to this Second Amendment to Disclosure Statement is added to the Disclosure Statement.
19. Exhibit J (*Building Permits*) attached as an exhibit to this Second Amendment to Disclosure Statement is added to the Disclosure Statement.
- 20.

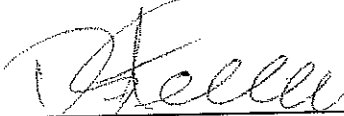
DEEMED RELIANCE

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

DECLARATION

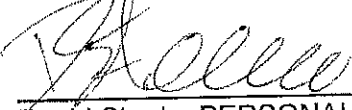
The foregoing statements disclose, without misrepresentation, all material facts relating to the development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of May 25, 2015.

WCPG HUDSON PROPERTIES LTD.



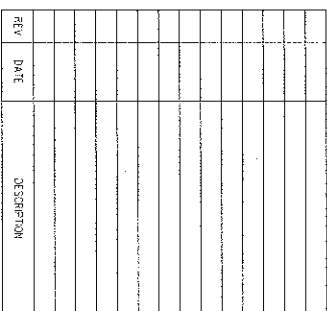
Authorized Signatory

DIRECTOR



David Steele, PERSONALLY

EXHIBIT A.1
Preliminary Strata Plan



THE HUDSON PHASING MAP

MAY 21, 2015

EXHIBIT C
Bylaws

EXHIBIT C

Strata Property Act
Form Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS
(Sections 245(d), Regulation section 14.6(2))

Re: Strata Plan _____, being a strata plan of those lands located on a subdivided portion of lands presently legally described as:

[Parcel identifier] *[Legal description]*

PID: 029-461-677 Lot A Section 1 Township 84 Range 19 West of the 6th Meridian Peace River District Plan EPP47215

The following or attached bylaws differ from the Standard Bylaws to the Strata Property Act, as permitted by section 120 of the Act:

See Attached Schedule

Date: _____, 2015

WCPG HUDSON PROPERTIES LTD.
By its Authorized Signatory

Per: _____

Print Name: DAVID STEELE
Signature of Owner/Developer

Preamble

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998 c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant.

The Schedule of Standard Bylaws to the Act shall not apply to the strata corporation.

Division 1 - Duties of Owners, Tenants, Occupants and Visitors

1.0 Compliance with bylaws and rules

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporate as adopted from time to time.

2.0 Separate Types

- 2.1 Strata lots 1 to 36 inclusive shall be one type of strata and shall be referred to in these bylaws collectively as the "Hudson Townhome Strata Lots".
- 2.2 Strata lots 37 to 86 inclusive shall be one type of strata lot and shall be referred to in these bylaws collectively as the "Hudson Condominium Strata Lots".
- 2.3 Pursuant to Section 92 & 100 of the Act, the following formulas shall apply for each of the above types in sub-bylaws 2.1, 2.2 & 2.3:

For Hudson Executive Townhome Strata Lots

<u>unit entitlement of strata lot</u> total unit entitlement of all strata lots in Hudson Executive Townhomes	X	contribution to Hudson Townhome Strata Lots budget and/or contingency reserve fund or Hudson Executive Townhomes special levy
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For Hudson Condominium Strata Lots

<u>unit entitlement of strata lot</u> total unit entitlement of all strata lots in Hudson Condominiums	X	contribution to Hudson Condominiums' budget and/or contingency reserve fund or Hudson Condominiums special levy
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- 2.4 The contribution each type shall make to the annual maintenance costs of the common roadways and common landscaped areas shall be shared by the types and shall be based upon the ratio of the total unit entitlement of the strata lots comprising a type to the aggregate unit entitlement of the strata lots comprising the types.

- 2.5 Notwithstanding any of the foregoing, the common property underground parking facility located underneath the building containing the Hudson Condominium Strata Lots (the "Parkade") is not common roadway and all costs associated with the maintenance and repair of the Parkade shall be solely and exclusively for the account of the Hudson Condominium Strata Lots.
- 2.6 In addition to the requirements of the Act, each type shall have the authority to:
- (a) Elect an executive, from the owners or occupants of the strata lots comprising that type, which will have the same powers and duties with respect to the type as the strata corporation's council shall have with respect to the strata corporation, and each executive member elected shall serve a period of one year at which time all executive members shall resign and a new executive be elected by and from the owners or occupants of that type. Resigning members may stand for re-election at the end of each term.
 - (b) Budget and require owners of each type to pay strata fees for expenditures the executive of the type authorizes.
 - (c) Establish a separate trust account for the type into which all strata fees and special levies of the owners of that type will be paid/
 - (d) Open separate accounts for the operating and contingency reserve funds of the type, such accounts to be administered by each executive.
 - (e) With respect to its type, hire and/or dismiss contractors, enter into contracts and authorize payments.
 - (f) Operate independently of each other type. At no time shall one type's contractual commitments or obligations be binding on the other types. Debts, liabilities (including legal liabilities) and other commitments incurred by each type or the executive of each type shall only be debts and liabilities (including legal liabilities) or commitments of that type. No type shall be obligated to pay any debts, liabilities (including legal liabilities) or commitments of other types or the executives of other types.
 - (g) Use the strata corporation's name to sue or arbitrate with respect to any matter relating to a strata lot within that specific type, against a resident in the specific type; provided always that all costs incurred in taking such proceedings, including legal and court costs, shall be paid by the type suing or arbitrating and that the strata corporation, and the other owners of the other types, shall have no liability for such costs.

3.0 Payment of strata fees and special levies

- 3.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 3.2 A late payment fine of \$50 per month will be assessed against a strata lot in arrears after the 6th working day of the month.
- 3.3 Bank charges for cheques returned marked "Non-Sufficient Funds", stop payment cheques or closed account cheques will be charged back to the owner, and a \$25.00 fine will apply for each such cheque.
- 3.4 Any payments made by an owner shall first be applied to the payment of outstanding interest, fines and special levies and secondly to the payment of outstanding strata fees.

4.0 Repair and maintenance of property by owner

- 4.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

- 4.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

5.0 Use of property

- 5.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that:
- (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal; or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 5.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 5.3 A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 5.4 A resident or visitor must not keep any pets on or about a strata lot other than one small dog or one cat.
- 5.5 All pets shall be registered with the council, and dogs and cats must wear collar identification with the name and unit # of the owner. All dogs must be leashed while on common property.
- 5.6 An owner of a pet shall not permit the pet to urinate or defecate on the common property or limited common property, and if any pet does urinate or defecate on the common property or limited common property, the owner shall immediately and completely remove all of the pet's waste and dispose of it in a waste container or by some other sanitary means.
- 5.7 A resident whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- 5.8 No resident shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- 5.9 No loose or unlicensed pets of any kind will be permitted at any time within the boundaries of the common property, excluding the property to which the owner of the animal has exclusive use. When on common property all pets must be leashed (with a leash not exceeding six (6) feet in length) or carried, and under the control of a resident at all times.
- 5.10 Any resident, who keeps a pet which proves to be a nuisance, whether on a strata lot or the common property, may be ordered by the council to remove the animal permanently from the premises. Any resident who fails to comply within 7 days of receiving written notice from the council will be fined \$100.00 per month, or portion thereof, during which the offending pet continues to occupy the premises.
- 5.11 A resident must not without the prior written approval of the Strata Corporation:
- (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m.

and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;

- (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other resident;
- (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other resident;
- (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (e) leave on the common property or any limited common property, any shopping cart, golf cart or any other item designated from time to time by the council;
- (f) use a barbecue, hibachi or other like cooking device on a patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
- (g) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors of a strata lot;
- (h) allow a strata lot to become unsanitary or a source of odour;
- (i) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, or install a bird feeder of any form on the outside of a strata lot, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (j) install any window coverings, visible from the exterior of his or her strata lot, other than window coverings which are of a neutral, earth tone colour that is in keeping with the exterior colour scheme of the development;
- (k) hang or display any laundry, washing, clothing, bedding or other articles from windows or other parts of a strata lot so that they are visible from the outside of the buildings;
- (l) use or install in or about a strata lot any hot tubs, shades, awnings, window or balcony guards, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council; and
- (m) fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar structure or appurtenance thereto.

5.12 Each strata lot shall be used exclusively as a private single family residence.

5.13 No signs, fences, billboards, placards, advertising, or notices of any kind shall be erected or displayed on the common property or in or on a strata lot in a manner which is visible from outside the strata lot, without the prior written approval of the council.

5.14 A resident shall not allow the area around his or her strata lot to become untidy. Rubbish, garbage, boxes, packing cases, or the like shall not be thrown, piled or stored on the common property. The council shall be at liberty to remove rubbish and clean up the common area and charge the expense to the resident involved.

- 5.15 Any material other than ordinary household refuse and garbage must be removed from the common property or the owner's strata lot by the owner and at the owner's expense.
- 5.16 No resident shall do anything that will cause a safety hazard to the buildings and/or other residents.
- 5.17 Everything should be done to reduce fire hazards, and nothing shall be brought or stored on a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation, or which will invalidate any insurance policy.
- 5.18 Storage of toxic, offensive or hazardous materials not used for normal household purposes is prohibited. Materials which could give off flammable vapour, such as gasoline, solvents, paints (industrial), and the like shall not be stored in the strata lot.
- 5.19 **STRATA LOT PLANTING:**
 - (a) Planting in pots and hanging baskets on patios adjacent to each strata lot is permitted provided planter boxes must be approved by council and must not adhere to the exteriors or any building in any way.
 - (b) Planting in common flower beds and garden areas around the perimeter of strata lots and on common property by residents is not be permitted with the intent that such areas shall be maintained to a common theme by the strata corporation.
 - (c) Residents must keep planters and baskets clean and tidy.

6.0 Inform strata corporation

- 6.1 Within 2 weeks of becoming an owner, an owner must inform the strata council and the executive of the appropriate type, of the owner's name, strata lot number, next of kin, emergency contact information and mailing address outside the strata plan, if any.
- 6.2 On request by the strata council or the executive of a type, a tenant must inform the strata corporation of his or her name and contact information.

7.0 Obtain approval before altering a strata lot

- 7.1 A resident must obtain the written approval of the executive of the type before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices or door bells to the entrance door to a strata lot);
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot; or
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- 7.2 The executive must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take indemnify and hold harmless the strata corporation and the type for any future costs in connection with the alterations.
- 7.3 A resident must not do any act, nor alter a strata lot, in any manner, which in the opinion of the executive will alter the exterior appearance of a building. Without

limiting the generality of the foregoing, no metallicized or reflective coatings are permitted on glass windows or doors, and woodwork, concrete and metal work cannot be painted without prior approval from the council.

8.0 Obtain approval before altering common property

- 8.1 A resident must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- 8.2 The strata corporation may require as a condition of its approval that the owner agree, in writing, indemnify and hold harmless the strata corporation for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.
- 8.3 Residents shall not add to or alter any of the trees, plants, bushes, flowers, lawns or landscaping features without the prior written consent of the strata council, and shall not cause damage to any such trees, plants, bushes, flowers, lawns or landscaping features. Resident shall also not place chairs, tables or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally.

9.0 Renovations/alterations

- 9.1 An owner must give the executive of the type two working days' prior notice of the scheduled arrival of trades persons or delivery of materials. Trades persons must be licensed and registered with the Workers' Compensation Board. Inadequate notice or work by unlicensed or unregistered trades persons may result in the levy of fines.
- 9.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 9.3 An owner must ensure that the delivery of any construction materials through the parking lots and, if in an elevator, the owner must ensure that the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.
- 9.4 A resident must be responsible to ensure that during renovations or alterations:
 - (a) Drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping.
 - (b) Affected stairs, lobbies and paths through the parking areas are regularly cleaned and vacuumed at the request of the executive of the type or the property manager, and the residential corridor thoroughly vacuumed daily.
- 9.5 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. Saturdays. To perform renovations/alterations on Sundays or statutory holidays or outside of the above times, an owner must apply for permission in writing to the executive or the property manager.
- 9.6 An owner or appointee must be in attendance for all significant renovations/alterations, and the determination of significant shall be at the discretion of the executive.
- 9.7 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.

- 9.8 An owner in contraventions of bylaws 10.1 to 10.7, inclusive may be subject to a fine \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

10.0 Permit entry to strata lot

- 10.1 A resident or visitor must allow a person authorized by the strata council or the executive of the type to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act; and
 - (ii) to ensure compliance with the Act and these bylaws.
- 10.2 The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- 10.3 If the authorization cannot be obtained then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

Division 2 - Powers and Duties of Strata Corporation

11.0 Repair and maintenance of property by strata corporation

- 11.1 The strata corporation must repair and maintain all of the following:
- (a) Common assets of the strata corporation;
 - (b) Common property that is not for the primary benefit of a type;
- 11.2 The type must repair and maintain all of the following:
- (a) Common property that is for the primary benefit of the type;
 - (b) Limited common property of a strata lot in the type, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property;
 - (v) fences, railings and similar structures that enclose common areas PROVIDED that owners of strata lots must at their expense maintain fences surrounding or located only upon their strata lot; and

- (vi) landscaping of all yard areas, including yard areas that are designated as limited common property for the exclusive use of the strata lots.
- (c) A strata lot in the type, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building; and
 - (iv) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property.

In addition to the foregoing, the strata corporation will engage a qualified snow clearing contractor to keep the common property roadways, lanes, alleys and parking stalls (including owners' parking stalls), clear of snow and ice.

Division 3 - Council

12.0 Council size

- 12.1 Subject to subsection (2), the council must have not more than 7 members.
- 12.2 At least 2 owners from the Hudson Townhome Strata Lots and 3 owners from the Hudson Condominium Strata Lots shall be members of the council.

13.0 Council members' terms

- 13.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 13.2 A person whose term as council member is ending is eligible for re-election.

14.0 Removing council member

- 14.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by persons holding at least 25% of the strata corporation's votes at an annual or special general meeting, remove one or more council members.
- 14.2 After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- 14.3 No person may stand for council or continue to be on council with respect to a strata lot if such person is in contravention of any of these bylaws.

15.0 Replacing council member

- 15.1 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 15.2 A replacement council member may be appointed from any person eligible to sit on the council.

- 15.3 The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- 15.4 If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

16.0 Officers

- 16.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary, and a treasurer.
- 16.2 A person may hold more than one office, other than the offices of president and vice president.
- 16.3 The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- 16.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

17.0 Calling council meetings

- 17.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 17.2 The notice does not have to be in writing.
- 17.3 A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- 17.4 The council must inform owners about a council meeting after the meeting has been called.

18.0 Requisition of council hearing

- 18.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 18.2 If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- 18.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

19.0 Quorum of council

- 19.1 A quorum of the council must be four (4) and the maximum size of the council must be seven (7)
- 19.2 Council members, to be counted in establishing quorum, must be present in person or by electronic means, so long as all council members and other participants can communicate simultaneously with each other at the council meeting.

20.0 Council meetings

- 20.1 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 20.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 20.3 No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.
- 20.4 Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

21.0 Voting at council meetings

- 21.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 21.2 Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 21.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

22.0 Council to inform owners of minutes

The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

23.0 Delegation of council's/executive's powers and duties

- 23.1 Subject to subsections (2) to (4), the council or an executive, as the case may be, may delegate some or all of its powers and duties to one or more council

- executive members or persons who are not members of the council or executive, and may revoke the delegation.
- 23.2 The council or executive may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- 23.3 A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 23.4 The council or executive may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

24.0 Spending restrictions

- 24.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

25.0 Limitation on liability of council or executive member

- 25.1 A council or executive member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 25.2 Subsection (1) does not affect a council or executive member's liability, as an owner, for a judgment against the strata corporation.

Division 4 - Enforcement of Bylaws and Rules

26.0 Maximum fine

- 26.1 Except as otherwise set out in these bylaws, the strata corporation or executive may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- 26.2 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses on a full indemnity basis, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council or executive pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

27.0 Continuing contravention

If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 - Annual and Special General Meetings

28.0 Person to chair meeting

- 28.1 Annual and special general meetings must be chaired by the president of the council.
- 28.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 28.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

29.0 Participation by other than eligible voters

- 29.1 Tenants and occupants may attend annual and special general meetings whether or not they are eligible to vote.
- 29.2 Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 29.3 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

30.0 Voting

- 30.1 At an annual or special general meeting, voting cards must be issued to eligible voters present in person or by proxy at the meeting.
- 30.2 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count. Eligible voters participating in the annual or special general meeting by telephone or other communications medium in accordance with subsection (9) shall indicate their vote verbally.
- 30.3 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 30.4 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 30.5 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 30.6 If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- 30.7 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 30.8 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.
- 30.9 An eligible voter may vote at an annual or special general meeting in person or by proxy or by telephone or other communications medium if all persons participating in the meeting, whether by telephone, by other communications

medium or in person, are able to communicate with each other during the meeting. An eligible voter who participates in a meeting by telephone or other communications medium in the foregoing manner is deemed to be present in person at the meeting.

31.0 Order of business

The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 - Voluntary Dispute Resolution

32.0 Voluntary dispute resolution

32.1 A dispute among owners, tenants, the strata corporation, one or more type or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- (a) all the parties to the dispute consent, and
- (b) the dispute involves the Act, the regulations, the bylaws or the rules. (2) A dispute resolution committee consists of
- (c) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- (d) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

32.2 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 - Promotion

33.0 Promotion

33.1 During the time that the owner developer of the strata corporation is a first owner of any strata lots, it shall have the right to maintain any strata lots, whether owned or leased by it, as a display unit, and to carry on sales or leasing functions it considers necessary in order to enable it to sell or lease the strata lots.

- 33.2 At the reasonable discretion of the owner developer, it may use the common property to conduct the sale or lease of strata lots up to 36 months after the date of first occupancy of any strata lot in the development.
- 33.3 Notwithstanding bylaw 38, marketing signs of the owner developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

Division 8 - Miscellaneous

34.0 Quorum for Adjourned Meeting

Notwithstanding section 48(3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if within 1/2 hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

35.0 Small Claims Actions

Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

36.0 Use of Patios and Driveways

- 36.1 A resident of a strata lot shall not place planters, lattices, trellises or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the resident entitled to the use of the limited common property on which they are placed.
- 36.2 All residents are responsible for the cleaning, good appearance and repair (including, without limitation, proper drainage) of their patios and driveways, if applicable, at all times. Residents are responsible for keeping the drains clean and are responsible for contacting the council if problems exist.
- 36.3 No permanent shading device shall be erected over the patios or driveways nor shall any screen be permanently attached to the building without the prior consent of the council. Any resident wishing to do so should submit designs or plans to the council outlining the materials to be used.
- 36.4 Patios and driveways shall not be used for unsightly storage (e.g. boxes).

37.0 Storage and Parking

- 37.1 Any resident that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that

may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

37.2 A resident shall not:

- (a) park on any common property, roadway, fire lane or any visitor parking stall;
- (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property, except in the case of emergency;
- (c) park any vehicle in a manner which will reduce the width of any roadway on the common property; and
- (d) park any recreational vehicle, camper, motor home, boat, trailer or other similar item on any common property, roadway, fire lane, parking stall or driveway, provided that a resident may park a recreational vehicle, camper, motor home, boat or trailer on their driveway for a period of 8 hours for loading purposes only.

37.3 A resident must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property or limited common property.

37.4 The speed limit within the common property shall be no more than 10 km/h.

37.5 No honking or other noise which is a nuisance will be made by any vehicle on the common property.

37.6 All vehicles which do not comply with these bylaws will be removed at the owner's expense.

38.0 Selling of Strata Lots

Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on a strata lot.

39.0 Damage to Property

A resident or visitor must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the strata corporation due to a claim being made on the insurance policy of the strata corporation. In the event that loss or damage occurs that gives rise to a valid claim under the strata corporation's insurance policies, where such loss or damage arises as a result of a negligent or deliberate act of a resident or visitor, then such owner or the resident who is responsible for the visitor, shall, as permitted by section 133 of the Act, be responsible for paying to the strata corporation the reasonable costs of the strata corporation remedying the contravention of this bylaw, being an amount equal to the insurance deductible payable by the strata corporation.

40.0 Restriction of Use of Parking Stalls

The strata corporation has the authority to pass a bylaw restricting the use of one or more parking stalls for the use of guests and other visitors of all of the owners of the strata lots within the development, provided it does so by passing a new bylaw.

EXHIBIT G
Parking Lease

THIS AGREEMENT made as of the ____ day of _____, 201__

BETWEEN:

WCPG Hudson Properties Ltd., a British Columbia company
having an office at 700-401 West Georgia Street,
Vancouver, BC V6B 5A1
(the "**Owner**")

OF THE FIRST PART

AND:

WCPG Hudson Properties Ltd., a British Columbia company
having an office at 700-401 West Georgia Street,
Vancouver, BC V6B 5A1
(the "**Tenant**")

OF THE SECOND PART

WHEREAS:

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

PID: 029-461-677 Lot A Section 1 Township 84 Range 19 West of the 6th Meridian
Peace River District Plan EPP47215 (the "**Lands**").

B. The Owner intends to subdivide the Lands by means of a phased strata plan (the "**Phased Strata Plan**") pursuant to the *Strata Property Act* (British Columbia) to create a phased strata development on the Lands;

C. The Owner has agreed with the Tenant that prior to filing the Phased Strata Plan, the Owner will lease to the Tenant:

- (a) all of the parking stalls and any access ways, doors, entrances, driveways, drive aisles and circulation lanes (the "**Surface Parking Stalls**") to be located at ground level of the Lands (the "**Ground Level**"); and
- (b) all of the parking stalls and any access ways, doors, entrances, driveways, drive aisles and circulation lanes (the "**Parkade Stalls**", and collectively with the Surface Parking Stalls, the "**Parking Stalls**") to be located within the underground parkade to be constructed on the Lands (the "**Parkade**"),

that are not to be designated as limited common property or visitor parking stalls on the Phased Strata Plan for the Lands or any portion thereof (collectively the "**Parking Stalls Common Property**"), including without limitation those common property Parking Stalls outlined in heavy bold lines on the sketch plan attached hereto as Schedule 1 (the "**Plan**") or any amendment to or replacement of the Plan, all on the terms and conditions set out in this Lease and with the right of the Tenant to grant partial assignments and subleases of this Lease pertaining to particular Parking Stalls;

D. Phases One to Three of the Phased Strata Plan will be Five buildings containing 36 strata townhome units (the "**Hudson Executive Townhome Strata Lots**");

E. Phase Four of the Phased Strata Plan will be 50 unit strata condominium building titled "Hudson Condominiums" (the "**Hudson Condominium Building**"), which will be constructed above the Parkade; and

F. The parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease as it pertains to the Parking Stalls Common Property, but that none of the strata lots shown on the Strata Plan is to be encumbered by this Lease.

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

1. GRANT AND TERM

1.1. Grant. The Owner hereby leases the Parking Stalls Common Property to the Tenant for the Term (as defined in Section 1.2), on the terms and conditions set out in this Lease. The vertical boundaries of the Parking Stalls Common Property situated within the Parkade and each of the Parkade Stalls contained therein shall be the floor perimeter thereof shown on the Plan to the ceiling perimeter directly above that floor perimeter. The Owner and the Tenant agree that the Owner may from time to time cause to be prepared and attached to an amendment of this Agreement an amended plan of the Parking Stalls Common Property, in which event such amended plan will be substituted for the Plan and all references herein to the "Plan" will be references to such amended plan.

1.2. Term. The term ("**Term**") of this Lease shall commence on the date hereof and terminate on the earlier of the date that:

- (a) is the nine hundred and ninety-ninth (999th) anniversary of the date of this Assignment;
- (b) the buildings constructed as part of the Hudson Condominium Building or Hudson Executive Townhome Strata Lots are no longer habitable; or
- (c) the Registrar of the Land Title Office makes an order under the *Strata Property Act*, or successor legislation, for cancellation of the Strata Plan.

1.3. Rent. The parties to this Lease acknowledge that the sum of \$10.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner by either the Tenant or any assignee or subtenant of a partial assignment or sublease or rights under this Lease for the use and enjoyment of the Parking Stalls Common Property. For greater certainty, no further payment to the Owner will be required for any partial assignment or sublease of rights under this Lease.

1.4. Licence. The Owner agrees that the Tenant, and each assignee or sublessee of the right to use a particular Parking Stall may at all times enter, cross and remain on the common property shown on the Strata Plan as may be necessary for access to, use of and egress from the Parking Stalls. Notwithstanding that the Parking Stalls are and shall remain as common property of the Strata Corporation, the Tenant, and any assignee of any Parking Stall or Stalls from the Tenant, shall use the Parking Stalls solely for the

purpose of parking vehicles, and reasonable uses ancillary thereto, which uses shall not include general storage of personal, trade or household items, and the Tenant shall maintain the Parking Stalls in a reasonable, neat and tidy state.

- 1.5. Keys and Access Devices. The Tenant and after registration of the Strata Plan, the Strata Corporation will, at all times, provide each holder of an interest in or right to use any of the Parking Stalls Common Property and their respective assignees and subtenants, with a reasonable number of keys (if applicable) and other access devices to any locks, doors and security devices as necessary to freely and fully enter, access, use, leave and enjoy the applicable Parking Stalls at all times during their entitlement to use the applicable Parking Stalls. The Tenant and the Strata Corporation shall be entitled to charge a reasonable non-refundable fee as determined by the Tenant or the Strata Corporation, as the case may be, for issuing or replacing such keys or access devices.

2. SUBDIVISION BY STRATA PLAN

- 2.1. Strata Plan. This Lease and the covenants and obligations of the Owner under this Lease run with and bind the Lands, and, upon the subdivision of the Lands by means of the deposit of the Strata Plan in the Land Title Office, such covenants and obligations shall:

- (a) continue to run with and bind each subdivided parcel or part thereof which contains the Parking Stalls Common Property; and
- (b) with respect to the Parking Stalls be automatically assumed by the Strata Corporation as the representative of the owners of strata lots created by registration of the Strata Plan in the Land Title Office;

at which time the Owner will be automatically and absolutely released from any obligations or liabilities hereunder.

- 2.2. Common Property. This Lease is intended to apply to and burden that portion of the common property shown outlined in bold on the Plan and not at any time to burden title to any strata lot created upon registration of the Strata Plan.

3. MAINTENANCE AND ENCUMBRANCES

- 3.1. Management and Maintenance. The Owner shall be solely responsible for the control, management and administration of the Parking Stalls Common Property, provided however that the Strata Corporation may pass bylaws or make rules and regulations with respect to the Parking Stalls Common Property as long as such bylaws, rules or regulations:

- (a) do not materially interfere with the Tenant's right of continuous uninterrupted access to the Parking Stalls Common Property during the Term and do not materially interfere with the rights of the Tenant or any subsequent assignee or subtenant under this Lease;
- (b) are of general application to either:

- (i) all of the Parking Stalls Common Property situated within the Parkade and the Parkade Parking Stalls; or
 - (ii) all of the Parking Stalls Common Property situated on the Ground Level and the Surface Parking Stalls; and
 - (c) are fairly and consistently enforced and applied with respect to all of the:
 - (i) Parking Stalls Common Property situated within the Parkade and all users thereof; or
 - (ii) Parking Stalls Common Property situated within the Ground Level and all users thereof.
- 3.2. Alterations. The Tenant, its successors and permitted assigns, are not entitled nor required to maintain or perform any repairs or alterations of any sort whatsoever to the Parking Stalls Common Property, including the Parking Stalls. Any such alterations or repairs are the sole responsibility of the Owner, prior to the registration of the Strata Plan, and thereafter of the Strata Corporation.
- 3.3. Subordination to Financial Encumbrances. The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Owner against title to the Lands, if so required.
- 3.4. No Right to Encumber. The Tenant, its successors and permitted assigns, are not entitled to mortgage, charge, pledge or otherwise grant their interest in any Parking Stall as security to any person.

4. ASSIGNMENT

- 4.1. Partial Assignments or Subleases. The Tenant may partially assign this Lease and its rights under this Lease pertaining to particular Surface Parking Stalls or Parkade Parking Stalls to purchasers of strata lots within the Hudson Condominium Building or to the Strata Corporation. Any such assignment will be for such consideration as the Tenant may in its sole discretion determine which consideration may be retained by the Tenant for its own benefit. Any partial assignment by the Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Parking Stall:
- (a) will be absolute, and the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Parking Stall so assigned for the balance of the Term;
 - (b) in respect of the Surface Parking Stalls, will be an assignment of rights to which an assignee will only be entitled for so long as such assignee owns a strata lot within the Strata Development unless the assignment is to the Strata Corporation;
 - (c) in respect of the Parkade Parking Stalls, will be an assignment of rights to which an assignee will only be entitled for so long as such assignee owns a strata lot within the Hudson Condominium Building unless the assignment is to the Strata Corporation;

- (d) may only be assigned to an owner or purchaser of a strata lot within the Strata Development or to the Strata Corporation;
- (d) will include the right, license or easement for such assignee, together with those parties cohabiting with the assignee, to use, pass and repass, with or without vehicles, over that part of the Parkade that is not a Parking Stall; and
- (f) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assignee to the Strata Corporation.

4.2. Automatic Assignment. If a holder of an interest in a Parking Stall assigns all of his or her interest in a strata lot to which such Parking Stall is at such time appurtenant as shown on the register maintained under Section 4.9 without concurrently executing an assignment of such Parking Stall to another owner or purchaser of a strata lot within the Strata Development, then the interest of such holder in such Parking Stall will be deemed to have been automatically assigned to and assumed by the purchaser of the such strata lot without execution of partial assignment or sublease of this Lease with respect to such Parking Stall or delivery of notice of such partial assignment or sublease to the Strata Corporation or the Tenant.

4.3. Exchanges. A holder of an interest (the "First Owner") in a specific Parkade Parking Stall (the "First Resident Area") may exchange his or her interest in the First Resident Area with the holder of an interest (the "Second Owner") in a different specific Parkade Parking Stall (the "Second Resident Area") for such consideration as the First Owner and the Second Owner may agree.

A holder of an interest (the "First Owner") in a specific Surface Parking Stall (the "First Resident Area") may exchange his or her interest in the First Resident Area with the holder of an interest (the "Second Owner") in a different specific Surface Parking Stall (the "Second Resident Area") for such consideration as the First Owner and the Second Owner may agree.

An exchange under this Section 4.3 will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Resident Area, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Resident Area. The First Owner and the Second Owner will each execute a partial assignment of this Lease substantially in the form attached hereto as Schedule 2. The exchange will be on the terms set out in Sections 4.1(a) to (d) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to exchanges under this Section 4.3(a).

4.4. Transfers. A holder of an interest (the "First Owner") in a specific Parkade Parking Stall (the "First Resident Area") may transfer his or her interest in the First Resident Area to an owner of a strata lot within the Hudson Condominium Building or to the Strata Corporation (the "Second Owner") for such consideration as the First Owner may in his or her discretion determine.

A holder of an interest (the "First Owner") in a specific Surface Parking Stall (the "First Resident Area") may transfer his or her interest in the First Resident Area to an owner of a strata lot within the Strata Development or to the Strata Corporation (the "Second

Owner") for such consideration as the First Owner may in his or her discretion determine.

A transfer under this Section 4.4 will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Resident Area and, in connection therewith, the First Owner will execute a partial assignment substantially in the form attached hereto as Schedule 2. The transfer will be on the terms set out in Sections 4.1(a) to (d) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to transfers under this Section 4.4.

- 4.5. Consents. The consent of the Strata Corporation will not be required for any partial assignment or sublease of this Lease. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment or a subtenant under any sublease, except as expressly agreed by such assignee or subtenant.
- 4.6. Form of Partial Assignment. Subject to Section 4.2, all partial assignments of this Lease shall be substantially in the form attached hereto as Schedule 2 or shall be in a form acceptable to the Owner in its discretion, or after the registration of the Strata Plan, in a form acceptable to the Strata Corporation in its discretion. No partial assignment shall be registrable by an assignee in a Land Title Office.
- 4.7. Release of Assignors. Upon the assignment (including an automatic assignment pursuant to Section 4.2) to an assignee of a partial assignment of this Lease pertaining to a particular Parking Stall, the Tenant and any subsequent assignor of an interest in such Parking Stall will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Parking Stall which arise after the time of the assignment.
- 4.8. Permitted Use. Notwithstanding any other provision of this Lease, the Tenant and any assignee or subtenant of the Tenant with respect to any Parking Stall that has been assigned or sublet to such assignee or subtenant, shall be entitled, without obtaining the written consent of the Strata Corporation, to:
 - (a) permit a temporary visitor to use the applicable Parking Stall while the visitor is visiting the Tenant;
 - (b) permit use of a Parkade Parking Stall by anyone that owns or ordinarily resides in a strata lot in the Hudson Condominium Building, and to permit use of a Surface Parking Stall by anyone that owns or ordinarily resides in a strata lot in the Strata Development, as long as the permission is in written form which expressly provides that the permission ceases upon the permittee ceasing to own or ordinarily reside in a strata lot in the Hudson Condominium Building or the Strata Development (whichever is applicable) and the Strata Corporation is given notice of such permission given. The Tenant may retain for its own benefit any consideration the Tenant may receive in connection with granting permission to use the Parking Stall in the circumstances permitted by this section;
 - (c) permit the Owner or its nominee to use those Parkade Parking Stalls that have not been assigned to purchasers by the Tenant, during such time that the Owner

continues to develop, construct and market the Hudson Condominium Building or continues to own any strata lot in the Hudson Condominium Building; and

- (d) permit the Owner or its nominee to use those Surface Parking stalls that have not been assigned to purchasers by the Tenant, during such time that the Owner continues to develop, construct and market the Hudson Condominium Building or the Hudson Executive Townhome Strata Lots or continues to own any strata lot in the Strata Lot Development;

4.9. Register of Partial Assignments. The Tenant, and after the registration of the Strata Plan, the Strata Corporation, will maintain a register of all Parking Stalls and will record on such register each partial assignment or sublease of this Lease, indicating:

- (a) the numbers of the Parking Stalls assigned or sublet;
- (b) the date of assignment or sublease;
- (c) the name and address of the assignee or subtenant; and
- (d) the number of the strata lot within the Hudson Condominium Building owned by the assignee to which such Parking Stall is at the time appurtenant, unless the assignee is the Strata Corporation, the Owner or a nominee of the Owner, in which event the Parking Stall need not be appurtenant to a strata lot.

4.10. Certificate. Upon request by an owner or prospective purchaser of a strata lot within the Strata Lot Development, the Strata Corporation will provide a certificate within 10 business days of receipt of such request, certifying the name and address of the owner to whom a particular Parking Stall is assigned or sublet and the number of the strata lot within the Strata Lot Development to which such Parking Stall is at the time appurtenant. The Strata Corporation may require a fee of not more than \$20.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment or sublease pertaining to a particular Parking Stall under Sections 4.1 or 4.2 the Strata Corporation will amend the register accordingly.

5. MISCELLANEOUS

5.1. Form of Agreement. Each of the parties hereto agrees to amend the form of this Lease to meet the requirement of the Registrar of Land Titles or of any governmental or public authority or as otherwise necessary to confirm unto the parties the rights granted in this Lease or to register this Lease in appropriate offices of public records.

5.2. Acknowledgement and Acceptance. Each of the parties hereto acknowledges and agrees that the Parkade and each of the Parking Stalls conforms with all City of Fort St. John bylaws governing the design, construction and layout of residential parking stalls, and the Tenant accepts the Parkade and each of the Parking Stalls on an as is, where is basis.

5.3. Definitions. Any term defined in the recitals to this Lease will have the same meaning throughout this Lease unless otherwise redefined.

- 5.4. Enurement. This Lease shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns and subtenants.
- 5.5. Privity. In the event that the Tenant shall be wound up, or acquired (either in whole or as to a controlling interest therein) by the Strata Corporation, then every assignee of a Parking Stall shall thereupon be deemed to have privity of contract with the Strata Corporation, and the obligations and benefits included in this Lease and any subsequent assignment may be asserted and enforced directly by both the Strata Corporation and such assignee..
- 5.6. Counterparts. This Lease may be signed and delivered in counterparts and all such counterparts shall together constitute an original copy of this Lease.

IN WITNESS WHEREOF the parties hereto have executed this Lease by their respective duly authorized signatories, effective as of the date set out above.

WCPG Hudson Properties Ltd. by its)
 authorized signatory:)
)
)
)
 _____)
 Authorized Signatory)

WCPG Hudson Properties Ltd. by its)
 authorized signatory:)
)
)
)
 _____)
 Authorized Signatory)

SCHEDULE 1

PLAN

SEE ATTACHED

SCHEDULE 2
ASSIGNMENT OF PARKING STALL

BETWEEN:

WCPG Hudson Properties Ltd.

(the "Assignor")

OF THE FIRST PART

AND:

(the "Assignee")

OF THE SECOND PART

RE: Parking Lease dated the ____ day of _____, 2015 (the "Lease") between WCPG HUDSON PROPERTIES LTD., as lessor, and WCPG HUDSON PROPERTIES LTD., as lessee, (the "Lease") and the assignment of the right to use the following under the Lease:

Parking stall no. _____ as shown on Plan attached to Lease (the "Parking Stall") and which forms part of the common property of the strata corporation, The Owners, Strata Plan No. BCS _____ (the "Strata Corporation").

WHEREAS the Assignor is the lessee of the Parking Stall indicated above, and the Assignee is either the Strata Corporation or the owner or purchaser of a strata lot in the Strata Lot Development;

THEREFORE, in consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

1. Assignment. The Assignor hereby assigns to the Assignees, its right, title and interest in the Lease pertaining exclusively to the above Parking Stall, for the balance of the Term (as defined in the Lease). Subject to Section 4.2 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Strata Corporation and the Assignor. The Assignor has no obligation to execute this Assignment in registrable form or to provide the Assignee with a registrable plan of the Parking Stall.
2. Assignment Contingent Upon Strata Lot Ownership. If the above Parking Stall is a Parkade Parking Stall (as that term is defined in the Lease), then unless the Assignee is the Strata Corporation, the Assignee, its successors, permitted assigns, heirs, executors or administrators shall only be entitled to the rights as lessee under the Lease with respect to the above Parking Stall as long as the Assignee owns a strata lot within the Hudson Condominium Building. If the Parking Stall is a Surface Parking Stall (as that term is defined in the Lease), then unless the Assignee is the Strata Corporation, the Assignee, its successors, permitted assigns, heirs, executors or administrators shall only be entitled to the rights as lessee under the Lease with respect to the above Parking Stall as long as the Assignee owns a strata lot within the Strata Development.
3. Assignee's Acknowledgement and Acceptance. The Assignee acknowledges that the Parking Stall conforms with all City of Fort St. John bylaws governing the design, construction and layout of residential parking stalls, and the Assignee accepts the Parking Stall on an as is, where is basis.

4. Compliance. The Assignee agrees to use and deal with the Parking Stall in accordance with the terms of the Lease and, subject to the terms of the Lease, in accordance with the bylaws, rules and regulations of the Strata Corporation.

5. Sale or Disposition. If the above Parking Stall is a Parkade Parking Stall, the Assignee may only assign its rights under this Assignment to the Strata Corporation or an owner or purchaser of a strata lot within the Hudson Condominium Building, and may only allow anyone else to use the Parking Stall in the circumstances permitted by the Lease. If the above Parking Stall is a Surface Parking Stall, the Assignee may only assign its rights under this Assignment to the Strata Corporation or to an owner or purchaser of a strata lot within the Strata Lot Development, and may allow anyone else to use the Parking Stall in the circumstances permitted by the Lease.

6. Power of Attorney. The Assignee hereby irrevocably nominates, constitutes, and appoints the President of the Strata Corporation, with full power of substitution, as its agent and true and lawful attorney to act on behalf of the Assignee with full power and authority in its name, place and stead to execute, acknowledge, deliver and record an assignment of the Assignee's right to use the Parking Stall in favour of the purchaser of the Assignee's right, title and interest to the strata lot to which the above Parking Stall are appurtenant thereto.

7. Acknowledgement. The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms. If any provision of this Assignment conflicts with or is inconsistent with any provision of the Lease, then the provision in the Lease will prevail.

8. Definitions. Any capitalized word or term that is used in this Agreement but which is not expressly defined herein will have the meaning given to it in the Lease.

9. No Registration. This Assignment shall not be registrable in the Land Title Office.

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

11. Counterparts. This Assignment may be signed and delivered in counterparts and all such counterparts shall together constitute an original copy of this Assignment.

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

Assignor:

Assignee:

EXHIBIT H
Contract of Purchase and Sale (GST Exclusive)

Contract of Purchase and Sale
The Hudson Executive Townhomes and Hudson Condominiums

WCPG Hudson Properties Ltd. (the "Vendor") 700-401 West Georgia Street, Vancouver, BC V6B 5A1	VENDOR'S SOLICITORS Richards Buell Sutton LLP 700-401 West Georgia Street Vancouver, BC V6B 5A1 "Vendor's Solicitors" (or any other law firm substituted therefor)
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PURCHASER(S):

Full Name: _____ (Mr. Miss Ms. Mrs.) Occupation: _____ Address: _____ City: _____ Province: _____ Postal Code: _____ Tel: _____ Bus: _____ Fax: _____ S.I.N.: _____ Email: _____	Full Name: _____ (Mr. Miss Ms. Mrs.) Occupation: _____ Address: _____ City: _____ Province: _____ Postal Code: _____ Tel: _____ Bus: _____ Fax: _____ S.I.N.: _____ Email: _____
--	--

I/WE THE ABOVE PURCHASER(S) HEREBY OFFER to purchase from the Vendor strata lot no. _____ (the "Strata Lot") shown on the proposed strata plan attached as Exhibit A to the Disclosure Statement dated January 7, 2015 (together with any amendments referred to as the "Disclosure Statement") in the development (the "Development") to be known as "The Hudson Executive Townhomes and Condominiums", to be constructed on a subdivided portion of those lands presently legally described as PID: 029-461-677 Lot A Section 1 Township 84 Range 19 West of the 6th Meridian Peace River District Plan EPP47215, all as more particularly described in the Disclosure Statement, at the price and on the terms and conditions contained herein (the "Offer") and in the attached Addendums.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration now paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) and other mutual covenants and agreements contained in this agreement, the parties agree with each other as follows:

1.01 PURCHASE PRICE AND DEPOSITS

The Purchase Price for the Strata Lot (the "Purchase Price") is comprised of the following:

Basic Purchase Price (exclusive of GST)	\$	_____
Additional cost of Underground Parking Stall (exclusive of GST)		_____
Additional cost of Surface Parking Stall (exclusive of GST)		_____
Additional cost of Upgrades (exclusive of GST)		_____
Subtotal (exclusive of GST)		_____
Federal Goods and Services Tax ("GST")		_____
LESS: GST New Housing Rebate to be assigned to Vendor, if applicable, as more fully described in paragraph 4.7 of Addendum "A" of this Offer to Purchase		(_____)
TOTAL Purchase Price including [...] not including [...] (check one) GST	\$	_____

which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows:

(a) an initial deposit (the "Initial Deposit") of \$ _____, payable on execution of this Contract by the Purchaser and the Vendor; \$ _____

- (b) a second deposit (the "**Second Deposit**") of \$ _____,
payable on delivery to the Purchaser of an amendment to the
Disclosure Statement confirming the receipt by the Developer from the
City of Fort St. John of a building permit allowing the Developer to
construct the Strata Lot, in an amount that when added to the Initial
Deposit is equal to 15% of the Purchase Price (the Initial Deposit and
the Second Deposit are hereinafter the "**Deposit**")
- (c) the balance of the Purchase Price, subject to adjustments described
herein (the "**Balance**") shall be paid on the Completion Date (as
hereinafter defined) and all deposits shall be made payable to
"**Richards Buell Sutton LLP, In Trust**".

\$ _____

If indicated above, the Purchase Price includes GST or any other tax of
a like nature. Regardless of whether the Purchase Price includes GST
or not, the Purchase Price does not include any other taxes whether
imposed by any provincial or federal or other government having
jurisdiction in the nature of a sale or value added or similar tax.

The Purchaser confirms that the Purchaser or a relation of the Purchaser (as further described in paragraph 4.7 of this
Offer to Purchase) **will** ☐ **will not** ☐ (**check one**) be the first individual to occupy the Strata Lot for use as the primary
place of residence.

If the Purchaser confirms that the Purchaser or a relation of the Purchaser will be the first individual to occupy the Strata
Lot for use as the primary place of residence, the Purchaser further confirms that the Vendor has taken into account the
GST New Housing Rebate in determining the Purchase Price and that the Purchaser will assign its rights to the GST New
Housing Rebate in the amount indicated above to the Vendor on or before the Completion Date in accordance with
paragraph 4.7 of this Offer to Purchase.

--	--

Initials

1.02 The Strata Lot is a residential strata lot and the items listed in section 3.7 of the Disclosure Statement are
included in the Purchase Price.

1.03 The Purchaser certifies that he/she/they is/are ☐ **is not/are not** ☐ (**check one**) a resident of Canada
under the *Income Tax Act* (Canada).

1.04 Completion, Possession and Adjustment Dates: See Section 4 of Addendum "A" attached hereto. **The
Vendor presently estimates the Completion Date to be on or before** _____.

ADDENDA

The provisions of Addendum A attached hereto and any other attached Addenda completed and signed by the parties are
incorporated in and form part of this Offer. To the extent that there is any inconsistency between any provision of this Offer
and any provision of an Addendum, the provision of the Addendum will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS ADDENDUM "A" AND ALL OTHER ADDENDUMS ARE PART
OF THIS OFFER. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase will be open for acceptance by the Vendor up to and including 5:00 PM PST time on the
_____ day of _____, 20____ and upon acceptance by the Vendor will be a binding
agreement for the purchase and sale of the Strata Lot (the "**Agreement**") on the terms and conditions herein contained.

THE PURCHASER HAS EXECUTED THIS OFFER this _____ day of _____,
201____.

Witness

Purchaser

Witness

Purchaser

This Offer to Purchase is accepted by the Vendor this _____ day of _____, 201____.

WCPG Hudson Properties Ltd.

Per: _____
Authorized Signatory

ADDENDUM "A"

1. AGREEMENT

Once this Offer is accepted by the Vendor, the Purchaser agrees to purchase from the Vendor the Strata Lot at the Purchase Price and upon the terms set forth in the Agreement created by the acceptance of this Offer by the Vendor, this Addendum and all additional Addendums and schedules. Title to the Strata Lot on the Completion Date shall be subject only to:

- (i) the exceptions listed in Section 23(1) of the *Land Title Act* (British Columbia);
- (ii) the charges and encumbrances referred to in the Disclosure Statement; and
- (iii) claims of builders liens or other encumbrances where the Vendor's Solicitors have undertaken to remove same pursuant to paragraph 6.1 hereof;

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

- 2.1 The Strata Lot is part of the Development which is situated on the lands as shown on the proposed subdivision plan attached to the Disclosure Statement, and as more particularly described in the Disclosure Statement.

3. PURCHASE PRICE, DEPOSIT AND PAYMENT

- 3.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

- (a) The Deposit in the amount set out in paragraph 1.01 of the Offer shall be paid by the Purchaser to the Vendor's Solicitors, Richards Buell Sutton LLP in Trust (for the purposes of this paragraph, the "**Stakeholder**"). If the estimated interest to be earned will exceed the Stakeholder's administration costs, the Stakeholder will invest the Deposit in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Purchaser, except as otherwise expressly provided herein; and
- (b) The Balance of the Purchase Price plus or minus adjustments shall be paid by the Purchaser to the Vendor on the Completion Date by way of certified cheque or bank draft.

- 3.2 Subject to paragraphs 3.3 and 3.4 hereof, the Deposit shall be dealt with as follows:

- (a) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit shall form part of and be applied to the Purchase Price and be paid by the Stakeholder to the Vendor. Any interest earned thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid to the Purchaser;
- (b) If the Purchaser fails to complete the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit together with interest accrued thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid by the Stakeholder to the Vendor forthwith;
- (c) If the Purchaser gives proper notice of cancellation to the Vendor pursuant to paragraph 4.1 hereof, then the Deposit together with all interest accrued thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid by the Stakeholder to the Purchaser and the Purchaser shall have no further claim against the Vendor; and
- (d) If the Purchaser does not give notice of cancellation pursuant to paragraph 4.1 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid by the Stakeholder to the Purchaser and the Purchaser shall have no further claim against the Vendor.

- 3.3 Notwithstanding the provisions of paragraph 3.2 hereof, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser authorizes the Stakeholder to remit directly to the Receiver General for Canada such non-resident

withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

- 3.4 The Vendor and the Purchaser hereby irrevocably authorize the Stakeholder:
- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof, notwithstanding the provisions of Section 18 of the *Real Estate Development Marketing Act* of British Columbia; and
 - (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Stakeholder with respect to the Deposit.
- 3.5 That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builder's lien claims (the "Lien Holdback") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor the Lien Holdback plus interest, if any, accrued thereon as permitted by law; which payment will occur upon expiration of the period during which the Lien Holdback must be retained pursuant to the *Strata Property Act* and the *Builders Lien Act* (the "Lien Holdback Period"); less the amount of any builder's lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public notifies the Vendor's Solicitor in writing by 4:00 p.m. on the last day of the Lien Holdback Period. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the whole or any part of the Lien Holdback into Court if desired by the Vendor.

4. COMPLETION, POSSESSION AND ADJUSTMENT DATES

- 4.1 The completion of the purchase and sale of the Strata Lot shall take place on the date (the "**Completion Date**") specified by the Vendor in a notice delivered to the Purchaser or the Purchaser's Solicitor stating that the Strata Lot is, or is expected to be "Ready to be Occupied" and that the title to the Strata Lot has or is expected to have been issued by the Land Title Office, provided that the Vendor or the Vendor's Solicitor will give not less than 14 days' notice thereof and provided further that if the Land Title Office is not open for business on such day, then the Completion Date shall be the next business day. "Ready to be Occupied" refers to the Strata Lot only and not to any other strata lot or the common property within the Development and the Strata Lot will be deemed to be "Ready to be Occupied" if the City of Fort St. John has issued an occupancy permit to occupy the Strata Lot (the "**Occupancy Permit**"), whether such permit is conditional or unconditional. In the event the Occupancy Permit is a conditional permit issued by the City of Fort St. John, the Vendor will provide the Purchaser with an unconditional Occupancy Permit for the Strata Lot or the Development as soon as is reasonably practical. If the Completion Date has not occurred within six (6) months of the date specified in Section 1.04 of the Offer to Purchase, then the Purchaser or Vendor may, subject to paragraph 4.2 hereof, cancel this agreement, by written notice delivered to the other within 60 days of that date whereupon the Purchaser will be entitled to repayment of the Deposit as the Purchaser's sole remedy.
- 4.2 Notice of Completion Date. The notice of the Completion Date delivered to the Purchaser or the Purchaser's Solicitors may be based on the Vendor's estimate as to when the Strata Lot will be "Ready to be Occupied" and when the said title to the Strata Lot will be issued by the Land Title Office, and if the Strata Lot is not "Ready to be Occupied" or if the said title is not issued by the Land Title Office on or before the Completion Date so estimated, then the Vendor may extend the Completion Date from time to time as required by the Vendor until the Strata Lot is "Ready to be Occupied" and the said title is to be issued in the Land Title Office, by notice of such extension to the Purchaser or the Purchaser's Solicitors, provided that the Vendor shall give the Purchaser or the Purchaser's Solicitors not less than 7 days' notice of such extended Completion Date.

- 4.3 If the Vendor is delayed from completing the development of the Strata Lot as a result of fire, explosion or accident, however caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, materials or equipment or flood, act of God, inclement weather, delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, interference of the Purchaser or any other event beyond the control of the Vendor, then the time within which the Vendor must do anything hereunder and the Completion Date referred to in paragraph 4.1 will be extended for a period equivalent to such period of delay.
- 4.4 Adjustments. The Purchaser will assume and pay all other taxes, rates, local improvement assessments, utilities and other charges, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot shall be made, as of the Completion Date. The Purchaser shall pay GST in accordance with paragraph 4.7 below.
- 4.5 Possession. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser shall have vacant possession of the Strata Lot at 12:00 noon on the Completion Date (the "**Possession Date**").
- 4.6 Risk
The Strata Lot will be and remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.
- 4.7 GST
The Purchaser acknowledges that GST and provincial sales taxes are, without duplication, applicable to the sale and purchase of the Strata Lot and will be payable by the Purchaser. The Vendor will remit the applicable GST. The Purchaser acknowledges and agrees that the Purchase Price either includes or does not include GST as set out above in Section 1.01. Regardless of whether GST is included or not in the Purchase Price, the Purchaser acknowledges and agrees that the Purchase Price is exclusive of all other applicable taxes and any other federal or provincial sales, service, value added or other tax, which for greater clarity are not included in the Purchase Price.
The Vendor agrees to pay the applicable GST regardless of whether the Purchase Price includes or excludes GST.

If the GST New Housing Rebate line item in Section 1.01 of this Offer to Purchase has been completed, the Purchaser agrees to assign the GST New Housing Rebate to the Vendor, and warrants that he or she is entitled to the GST New Housing Rebate in accordance with section 254 of the *Excise Tax Act* and furthermore, for this purpose, warrants that:

- (a) as at the date of this Offer (or such other date that the Purchaser becomes liable or assumes liability under this Contract), the Purchaser is acquiring the Strata Lot for use as the primary place of residence of the Purchaser or a relation of the Purchaser (as defined in section 254 of the *Excise Tax Act*);
- (b) the Purchaser or a relation of the Purchaser (as defined in section 254 of the *Excise Tax Act*) will be the first individual to occupy the Strata Lot as a place of residence under an arrangement for that purpose after substantial completion of the construction or renovation of the Strata Lot; and
- (c) on or prior to the Completion Date, the Purchaser will deliver to the Vendor all documentation required to assign the GST New Housing Rebate to the Vendor, including:
 - (i) a completed and executed Form GST 190 issued by the Canada Revenue Agency (or such other similar form as may be required) applying for and assigning the GST New Housing Rebate to the Vendor; and

- (ii) a Certificate as to entitlement to the GST New Housing Rebate pursuant to section 254 of the *Excise Tax Act*,

(together the "**Rebate Documents**").

If the Purchaser is not eligible for the GST New Housing Rebate, or does not deliver the Rebate Documents to the Vendor in accordance with this Section 4.7, the Purchase Price shall be increased by an amount equal to the GST New Housing Rebate that would have been otherwise available with respect to this purchase. If the Canada Revenue Agency disallows all or any part of the GST New Housing Rebate, the Purchaser will immediately, upon receiving demand from the Vendor, reimburse such disallowed amount to the Vendor together with any interest and penalties that the Vendor is required to pay under the *Excise Tax Act* as a result of such disallowance.

The warranties and representations given in this Section 4.7 survive the Completion Date.

5. CONSTRUCTION

- 5.1 The Vendor will proceed to construct the Development substantially in accordance with the proposed draft Strata Plan attached to the Disclosure Statement, provided that the Vendor may make changes to features, design, and materials as are, in the Vendor's opinion, desirable and reasonable. The Purchaser understands and agrees that the building plans, design, and specifications for the Development may be varied to a minor extent in the reasonable discretion of the Vendor, that the area of the Strata Lot shown on the proposed Strata Plan is approximate, and that the address or suite and Strata Lot number assigned to the Strata Lot are subject to change at the Vendor's discretion.
- 5.2 The Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot prior to the Possession Date (as herein defined) without the prior written permission of the Vendor (which the Vendor may withhold in its absolute discretion) and then only if accompanied by a representative of the Vendor. The Purchaser hereby releases the Vendor and its directors, officers, employees, agents, contractors and representatives, along with Western Canadian Properties Group 1 Limited Partnership, Western Canadian Properties Management Ltd., and WCPG Trump Gardens - Cypress Homes Ltd. (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Strata Lot or the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person on behalf of the Purchaser within the Strata Lot or the Development, or any act or omission of the Purchaser or any person on behalf of the Purchaser while within the Strata Lot or the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.
- 5.3 The Purchaser and a representative of the Vendor shall inspect the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies shall be prepared including the dates by which corrections are to occur. The parties shall sign the list and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the listed corrections.
- 5.4 The Purchaser acknowledges that the Development may include services facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, garbage compactors and other such facilities and equipment (collectively the "**Service Facilities**"). The Service Facilities will be located as required by the relevant authorities or as recommended by the Vendor's consultants.

6. CONVEYANCE

6.1 Conveyance

As described in section 4.2 of the Disclosure Statement, the Vendor has entered into an agreement (the "**Development Agreement**") with Western Canadian Properties Group 1 Limited Partnership (the "**LP**"), Western Canadian Properties Management Ltd. ("**Management**") and WCPG Trump Gardens - Cypress Homes Ltd. ("**Trump**" and together with Management and LP, the "**Current Owners**") whereby the Developer can, *inter alia*, direct the Current Owners to transfer legal and beneficial ownership of the Strata Lots to purchasers of those Strata Lots on the Completion Date.

The Purchaser and the Vendor each hereby waive the requirements of Section 6 of the *Property Law Act* and the Purchaser acknowledges and agrees that title to the Strata Lot will, on the Completion Date, be conveyed to the Purchaser from Management and Trump, and not from the Vendor.

It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor a freehold transfer, in registrable form, and a statement of adjustments to the Vendor's Solicitor at least three (3) days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required for the closing.

On the Completion Date, the Vendor will ensure that the Current Owners transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will ensure that both itself and the Current Owners will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor and the Current Owners will be using the purchase monies received from the Purchaser to obtain a partial discharge of any construction mortgage and security collateral thereto. The Purchaser's Solicitor or notary public will pay the balance of the adjusted Purchase Price on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on their undertaking to pay an amount required in a written statement of indebtedness from the holder of the prior encumbrance to require the holder of the prior encumbrance to provide the Vendor's Solicitors with a registrable discharge of such prior encumbrance and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builders lien, on his undertaking to pay an amount sufficient to cause same to be discharged within thirty (30) days after the Completion Date. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

- (a) deposited in trust with the Purchaser's Solicitors the cash balance of the Purchase Price not being financed by the mortgage;
- (b) fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
- (c) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitors to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

- 6.2 The Purchaser will pay all costs (including the Purchaser's Solicitors' fees and disbursements) in connection with the completion of purchase and the sale (including applicable taxes, and any other federal or provincial sales, value-added, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot other than the costs of the Vendor

incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

7. ASSIGNMENT BY PURCHASER

7.1 Assignment

The Purchaser may only assign the Purchaser's interest in the Strata Lot or in this Agreement or direct the transfer of the Strata Lot to any other or additional party with the written consent of the Vendor, and unless the Vendor so consents the Vendor shall not be required to ensure that the Strata Lot is conveyed to anyone other than the Purchaser named herein. If, with the consent of the Vendor, the Purchaser assigns the Purchaser's interest in the Strata Lot or this Agreement or directs the transfer of the Strata Lot to any other or additional party, the Purchaser will pay to the Vendor a handling fee in the amount of \$500.00, plus applicable GST on such fee at the time the assignment form is delivered to the Vendor, except that such handling fee will be waived and will not be payable if the assignee is the Purchaser's spouse, parent, child, grandparent or grandchild. No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or this Agreement or direction of transfer to any other person shall release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

7.2 The Purchaser will not advertise or solicit offers from the public with respect to the resale of the Strata Lot by the Purchaser or the Purchaser's interest under the Offer to Purchase before the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld.

7.3 The Purchaser agrees that after completion of the conveyance contemplated by this Offer to Purchase, he/she shall allow the Vendor to maintain professional signage on the Strata Lot for the purposes of offering the balance of the Vendor's strata lots in the Development for sale.

8. PURCHASER'S ACKNOWLEDGEMENTS

8.1 Disclosure Statement. The Purchaser acknowledges that the Purchaser has received a copy of the Disclosure Statement for the Development and all amendments thereto, and has been given a reasonable opportunity to read the Disclosure Statement before signing this Agreement. The signing of this Agreement by the Purchaser will constitute (i) a receipt for the Disclosure Statement and (ii) the Purchaser's acknowledgment that the Purchaser had an opportunity to read the Disclosure Statement.

9. MISCELLANEOUS

9.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable by the Purchaser hereunder are paid when due, then the Vendor may, at the Vendor's option:

- (a) terminate this Agreement and in such event the Deposit together with all accrued interest thereon will be absolutely forfeited to the Vendor on account of damages (being the minimum amount of damages the parties agree the Vendor is expected to suffer as a result of such termination), without prejudice to the Vendor's other remedies, including a right to recover any additional damages; or
- (b) elect to extend the time for completion and complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 3% per annum above the annual rate of interest designated by the Vendor's principal bank as its "prime rate", as that rate changes from time to time, such interest to be calculated daily from the date upon which such payment and amounts were due to the date upon which such payment and amounts are paid.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subsection (b) the Vendor may thereafter elect to terminate this Agreement pursuant to subsection (a) or permit a further extension pursuant to subsection (b).

9.2 Condition Removal. Notwithstanding anything herein contained to the contrary if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions then the conditions shall be set out in an Addendum attached hereto.

9.3 Notices and Tender. Any notice to be given to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Offer or the Purchaser's Solicitors at their offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by telecopy or electronic mail to the Purchaser's Solicitors at their office or to the Purchaser, or if delivered to the Purchaser by electronic mail at the electronic mail address set out on the first page of this Offer. For clarity, the Purchaser hereby consents to the delivery by the Vendor and the receipt by the Purchaser of all notices to be provided hereunder, including without limitation all amendments to the Disclosure Statement, by delivery by electronic mail. Such notice shall be deemed to have been received if so delivered or transmitted, when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing, or, in the event of delivery by electronic mail, the notice shall be deemed to be delivered as of the date and time the notice shows as being sent from the sender's electronic mail address. The address, telecopy number and electronic mail address (if any) for the Purchaser will be as set out on the first page of this Offer or such other address, telecopy number or electronic mail address the Purchaser has last notified the Vendor in writing. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. Any notice to be given to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and shall be deemed to have been received, as provided for in the preceding provisions of this section, mutatis mutandis. Any documents or money to be tendered on the Vendor shall be tendered by way of certified funds or bank draft and shall be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

9.4 Policy Statement #5. Pursuant to Policy Statement #5 ("PS#5") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a building permit provided that an amendment with respect to PS#5 disclosing the particulars of the issued building permit (an "Amendment") to the disclosure statement for the Development is filed within nine (9) months of the developer filing the disclosure statement and subject to the conditions set out in below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#5.

In compliance with and as required by PS#5 if the required Amendment with respect to PS#5 has not been filed prior to the date the Purchaser has executed this Offer, then notwithstanding anything else herein contained the following applies:

- (a) **The Purchaser may cancel this purchase agreement for a period of seven days of receipt of an Amendment to the Disclosure Statement that sets out particulars of the issued building permit, if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;**
- (b) **If an Amendment to the Disclosure Statement that sets out particulars of the issued building permit is not received by the Purchaser within 12 months after the initial Disclosure Statement was filed, the Purchaser may at his or her option cancel this purchase agreement at any time after the end of that 12 month period until the required Amendment is received by the Purchaser, at which time the Purchaser may cancel this purchase agreement for a period of seven days after receipt of that Amendment only if the layout or size of the applicable development unit, the construction of a major**

common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

(c) The amount of the deposit to be paid by a Purchaser who has not yet received an Amendment to the Disclosure Statement that sets out particulars of the issued building permit is no more than 10% of the Purchase Price; and

(d) All deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser.

9.5 Governing Law. The Offer, the Agreement resulting from the acceptance of the Offer, the Agreement and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

9.5 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties shall be deemed to have been given at the same time to each other such party.

9.6 Residency of Vendor. The Vendor represents and warrants to the Purchaser that it is a resident of Canada within the meaning of the *Income Tax Act* of Canada.

9.7 Contractual Rights. The Offer and the agreement which results from its acceptance creates contractual rights only and not any interest in land.

9.8 Further Assurances. The parties hereto shall do all further acts and things and execute all such further assurances as may be necessary to give full effect to the intent and meaning of this Agreement.

9.9 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

9.10 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of the personal information about the Purchaser as may be required for the following purposes:

- (a) to obtain financing for the Vendor;
- (b) to comply with requirements of the Vendor's lenders and bankers;
- (c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;
- (d) for insurance coverage for the Property or the Development for carrying out its services;
- (e) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;
- (f) to the Vendor's lawyers for all matters relating to this Agreement;
- (g) to carry out and complete the sale of the Strata Lot to the Purchaser;
- (h) to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;
- (i) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;
- (j) to facilitate communications between the Purchaser and the Vendor; and
- (k) to disclose the information to affiliated companies of the Vendor so that those affiliated companies may provide the Purchaser with notice of real estate projects being developed by those affiliated companies.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all addendums, attachments, and amendments to this Agreement.

- 9.11 Deposit Protection Agreement Under REDM Act. Under section 19 of the *REDM Act*, a developer who desires to use for the developer's own purposes a deposit the developer has placed with a trustee under section 18 of the *REDM Act* may, by entering into a deposit protection agreement in relation to that deposit, obtain the deposit from that trustee and use that deposit only for the developer's own purposes. Section 10 of the Real Estate Development Marketing Regulation provides that if a developer enters into a deposit protection agreement, the developer must provide notice of the deposit protection agreement to a purchaser by including the following information in the disclosure statement:
- the name and business address of the insurer;
 - the name of the developer who entered into the deposit protection agreement; and
 - the date on which the insurance takes effect.

The Purchaser acknowledges and agrees that the Vendor may enter into such a deposit protection agreement with respect to the Deposit. The Vendor agrees that if it enters into such a deposit protection agreement with respect to the Deposit, it will comply with Section 10 of the Real Estate Development Marketing Regulation regarding that deposit protection agreement.

EXHIBIT H.1
Contract of Purchase and Sale (Net GST)

Contract of Purchase and Sale
The Hudson Executive Townhomes and Hudson Condominiums

WCPG Hudson Properties Ltd. (the "Vendor") 700-401 West Georgia Street, Vancouver, BC V6B 5A1	VENDOR'S SOLICITORS Richards Buell Sutton LLP 700-401 West Georgia Street Vancouver, BC V6B 5A1 "Vendor's Solicitors" (or any other law firm substituted therefor)
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PURCHASER(S):

Full Name: _____ (Mr. Miss Ms. Mrs.) Occupation: _____ Address: _____ City: _____ Province: _____ Postal Code: _____ Tel: _____ Bus: _____ Fax: _____ S.I.N.: _____ Email: _____	Full Name: _____ (Mr. Miss Ms. Mrs.) Occupation: _____ Address: _____ City: _____ Province: _____ Postal Code: _____ Tel: _____ Bus: _____ Fax: _____ S.I.N.: _____ Email: _____
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I/WE THE ABOVE PURCHASER(S) HEREBY OFFER to purchase from the Vendor strata lot no. _____ (the "Strata Lot") shown on the proposed strata plan attached as Exhibit A to the Disclosure Statement dated January 7, 2015 (together with any amendments referred to as the "Disclosure Statement") in the development (the "Development") to be known as "The Hudson Executive Townhomes and Condominiums", to be constructed on a subdivided portion of those lands presently legally described as PID: 029-461-677 Lot A Section 1 Township 84 Range 19 West of the 6th Meridian Peace River District Plan EPP47215, all as more particularly described in the Disclosure Statement, at the price and on the terms and conditions contained herein (the "Offer") and in the attached Addendums.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration now paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) and other mutual covenants and agreements contained in this agreement, the parties agree with each other as follows:

1.01 PURCHASE PRICE AND DEPOSITS

The Purchase Price for the Strata Lot (the "Purchase Price") is comprised of the following:

Basic Purchase Price (exclusive of GST)	\$	
Additional cost of Underground Parking Stall (exclusive of GST)		
Additional cost of Surface Parking Stall (exclusive of GST)		
Additional cost of Upgrades (exclusive of GST)		
Subtotal (exclusive of GST)		
Federal Goods and Services Tax ("GST")		
LESS: GST New Housing Rebate to be assigned to Vendor, if applicable, as more fully described in paragraph 4.7 of Addendum "A" of this Offer to Purchase		()
TOTAL Purchase Price including [...] not including [...] (check one) GST	\$	

which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows:

(a) an initial deposit (the "Initial Deposit") of \$ _____, payable on execution of this Contract by the Purchaser and the Vendor; \$ _____

- (b) a second deposit (the "**Second Deposit**") of \$ _____,
payable on _____ in an amount that when added to the
Initial Deposit is equal to 15% of the Purchase Price (the Initial Deposit
and the Second Deposit are hereinafter the "**Deposit**")
- (c) the balance of the Purchase Price, subject to adjustments described
herein (the "**Balance**") shall be paid on the Completion Date (as
hereinafter defined) and all deposits shall be made payable to
"**Richards Buell Sutton LLP, in Trust**".

\$ _____

If indicated above, the Purchase Price includes GST or any other tax of
a like nature. Regardless of whether the Purchase Price includes GST
or not, the Purchase Price does not include any other taxes whether
imposed by any provincial or federal or other government having
jurisdiction in the nature of a sale or value added or similar tax.

The Purchaser confirms that the Purchaser or a relation of the Purchaser (as further described in paragraph 4.7 of this
Offer to Purchase) will ☐ will not ☐ (**check one**) be the first individual to occupy the Strata Lot for use as the primary
place of residence.

If the Purchaser confirms that the Purchaser or a relation of the Purchaser will be the first individual to occupy the Strata
Lot for use as the primary place of residence, the Purchaser further confirms that the Vendor has taken into account the
GST New Housing Rebate in determining the Purchase Price and that the Purchaser will assign its rights to the GST New
Housing Rebate in the amount indicated above to the Vendor on or before the Completion Date in accordance with
paragraph 4.7 of this Offer to Purchase.

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Initials

1.02 The Strata Lot is a residential strata lot and the items listed in section 3.7 of the Disclosure Statement are
included in the Purchase Price.

1.03 The Purchaser certifies that he/she/they is/are ☐ is not/are not ☐ (**check one**) a resident of Canada
under the *Income Tax Act* (Canada).

1.04 Completion, Possession and Adjustment Dates: See Section 4 of Addendum "A" attached hereto. **The
Vendor presently estimates the Completion Date to be on or before** _____.

ADDENDA

The provisions of Addendum A attached hereto and any other attached Addenda completed and signed by the parties are
incorporated in and form part of this Offer. To the extent that there is any inconsistency between any provision of this Offer
and any provision of an Addendum, the provision of the Addendum will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS ADDENDUM "A" AND ALL OTHER ADDENDUMS ARE PART
OF THIS OFFER. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase will be open for acceptance by the Vendor up to and including 5:00 PM PST time on the
_____ day of _____, 20____ and upon acceptance by the Vendor will be a binding
agreement for the purchase and sale of the Strata Lot (the "**Agreement**") on the terms and conditions herein contained.

THE PURCHASER HAS EXECUTED THIS OFFER this _____ day of _____,
201____.

Witness

Purchaser

Witness

Purchaser

This Offer to Purchase is accepted by the Vendor this _____ day of _____, 201_____.

WCPG Hudson Properties Ltd.

Per: _____
Authorized Signatory

ADDENDUM "A"

1. AGREEMENT

Once this Offer is accepted by the Vendor, the Purchaser agrees to purchase from the Vendor the Strata Lot at the Purchase Price and upon the terms set forth in the Agreement created by the acceptance of this Offer by the Vendor, this Addendum and all additional Addendums and schedules. Title to the Strata Lot on the Completion Date shall be subject only to:

- (i) the exceptions listed in Section 23(1) of the *Land Title Act* (British Columbia);
- (ii) the charges and encumbrances referred to in the Disclosure Statement; and
- (iii) claims of builders liens or other encumbrances where the Vendor's Solicitors have undertaken to remove same pursuant to paragraph 6.1 hereof;

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

- 2.1 The Strata Lot is part of the Development which is situated on the lands as shown on the proposed subdivision plan attached to the Disclosure Statement, and as more particularly described in the Disclosure Statement.

3. PURCHASE PRICE, DEPOSIT AND PAYMENT

- 3.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

- (a) The Deposit in the amount set out in paragraph 1.01 of the Offer shall be paid by the Purchaser to the Vendor's Solicitors, Richards Buell Sutton LLP in Trust (for the purposes of this paragraph, the "**Stakeholder**"). If the estimated interest to be earned will exceed the Stakeholder's administration costs, the Stakeholder will invest the Deposit in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Purchaser, except as otherwise expressly provided herein; and
- (b) The Balance of the Purchase Price plus or minus adjustments shall be paid by the Purchaser to the Vendor on the Completion Date by way of certified cheque or bank draft.

- 3.2 Subject to paragraphs 3.3 and 3.4 hereof, the Deposit shall be dealt with as follows:

- (a) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit shall form part of and be applied to the Purchase Price and be paid by the Stakeholder to the Vendor. Any interest earned thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid to the Purchaser;
- (b) If the Purchaser fails to complete the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit together with interest accrued thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid by the Stakeholder to the Vendor forthwith;
- (c) If the Purchaser gives proper notice of cancellation to the Vendor pursuant to paragraph 4.1 hereof, then the Deposit together with all interest accrued thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid by the Stakeholder to the Purchaser and the Purchaser shall have no further claim against the Vendor; and
- (d) If the Purchaser does not give notice of cancellation pursuant to paragraph 4.1 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Stakeholder's administrative fee not to exceed \$100.00) shall be paid by the Stakeholder to the Purchaser and the Purchaser shall have no further claim against the Vendor.

- 3.3 Notwithstanding the provisions of paragraph 3.2 hereof, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser authorizes the Stakeholder to remit directly to the Receiver General for Canada such non-resident

withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

- 3.4 The Vendor and the Purchaser hereby irrevocably authorize the Stakeholder:
- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof, notwithstanding the provisions of Section 18 of the *Real Estate Development Marketing Act* of British Columbia; and
 - (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Stakeholder with respect to the Deposit.
- 3.5 That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builder's lien claims (the "Lien Holdback") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor the Lien Holdback plus interest, if any, accrued thereon as permitted by law; which payment will occur upon expiration of the period during which the Lien Holdback must be retained pursuant to the *Strata Property Act* and the *Builders Lien Act* (the "Lien Holdback Period"), less the amount of any builder's lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public notifies the Vendor's Solicitor in writing by 4:00 p.m. on the last day of the Lien Holdback Period. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the whole or any part of the Lien Holdback into Court if desired by the Vendor.

4. COMPLETION, POSSESSION AND ADJUSTMENT DATES

- 4.1 The completion of the purchase and sale of the Strata Lot shall take place on the date (the "**Completion Date**") specified by the Vendor in a notice delivered to the Purchaser or the Purchaser's Solicitor stating that the Strata Lot is, or is expected to be "Ready to be Occupied" and that the title to the Strata Lot has or is expected to have been issued by the Land Title Office, provided that the Vendor or the Vendor's Solicitor will give not less than 14 days' notice thereof and provided further that if the Land Title Office is not open for business on such day, then the Completion Date shall be the next business day. "Ready to be Occupied" refers to the Strata Lot only and not to any other strata lot or the common property within the Development and the Strata Lot will be deemed to be "Ready to be Occupied" if the City of Fort St. John has issued an occupancy permit to occupy the Strata Lot (the "**Occupancy Permit**"), whether such permit is conditional or unconditional. In the event the Occupancy Permit is a conditional permit issued by the City of Fort St. John, the Vendor will provide the Purchaser with an unconditional Occupancy Permit for the Strata Lot or the Development as soon as is reasonably practical. If the Completion Date has not occurred within six (6) months of the date specified in Section 1.04 of the Offer to Purchase, then the Purchaser or Vendor may, subject to paragraph 4.2 hereof, cancel this agreement, by written notice delivered to the other within 60 days of that date whereupon the Purchaser will be entitled to repayment of the Deposit as the Purchaser's sole remedy.
- 4.2 Notice of Completion Date. The notice of the Completion Date delivered to the Purchaser or the Purchaser's Solicitors may be based on the Vendor's estimate as to when the Strata Lot will be "Ready to be Occupied" and when the said title to the Strata Lot will be issued by the Land Title Office, and if the Strata Lot is not "Ready to be Occupied" or if the said title is not issued by the Land Title Office on or before the Completion Date so estimated, then the Vendor may extend the Completion Date from time to time as required by the Vendor until the Strata Lot is "Ready to be Occupied" and the said title is to be issued in the Land Title Office, by notice of such extension to the Purchaser or the Purchaser's Solicitors, provided that the Vendor shall give the Purchaser or the Purchaser's Solicitors not less than 7 days' notice of such extended Completion Date.

- 4.3 If the Vendor is delayed from completing the development of the Strata Lot as a result of fire, explosion or accident, however caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, materials or equipment or flood, act of God, inclement weather, delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, interference of the Purchaser or any other event beyond the control of the Vendor, then the time within which the Vendor must do anything hereunder and the Completion Date referred to in paragraph 4.1 will be extended for a period equivalent to such period of delay.
- 4.4 Adjustments. The Purchaser will assume and pay all other taxes, rates, local improvement assessments, utilities and other charges, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot shall be made, as of the Completion Date. The Purchaser shall pay GST in accordance with paragraph 4.7 below.
- 4.5 Possession. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser shall have vacant possession of the Strata Lot at 12:00 noon on the Completion Date (the "**Possession Date**").
- 4.6 Risk
The Strata Lot will be and remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.
- 4.7 GST
The Purchaser acknowledges that GST and provincial sales taxes are, without duplication, applicable to the sale and purchase of the Strata Lot and will be payable by the Purchaser. The Vendor will remit the applicable GST. The Purchaser acknowledges and agrees that the Purchase Price either includes or does not include GST as set out above in Section 1.01. Regardless of whether GST is included or not in the Purchase Price, the Purchaser acknowledges and agrees that the Purchase Price is exclusive of all other applicable taxes and any other federal or provincial sales, service, value added or other tax, which for greater clarity are not included in the Purchase Price.
The Vendor agrees to pay the applicable GST regardless of whether the Purchase Price includes or excludes GST.

If the GST New Housing Rebate line item in Section 1.01 of this Offer to Purchase has been completed, the Purchaser agrees to assign the GST New Housing Rebate to the Vendor, and warrants that he or she is entitled to the GST New Housing Rebate in accordance with section 254 of the *Excise Tax Act* and furthermore, for this purpose, warrants that:

- (a) as at the date of this Offer (or such other date that the Purchaser becomes liable or assumes liability under this Contract), the Purchaser is acquiring the Strata Lot for use as the primary place of residence of the Purchaser or a relation of the Purchaser (as defined in section 254 of the *Excise Tax Act*);
- (b) the Purchaser or a relation of the Purchaser (as defined in section 254 of the *Excise Tax Act*) will be the first individual to occupy the Strata Lot as a place of residence under an arrangement for that purpose after substantial completion of the construction or renovation of the Strata Lot; and
- (c) on or prior to the Completion Date, the Purchaser will deliver to the Vendor all documentation required to assign the GST New Housing Rebate to the Vendor, including:
 - (i) a completed and executed Form GST 190 issued by the Canada Revenue Agency (or such other similar form as may be required) applying for and assigning the GST New Housing Rebate to the Vendor; and

- (ii) a Certificate as to entitlement to the GST New Housing Rebate pursuant to section 254 of the *Excise Tax Act*,

(together the "**Rebate Documents**").

If the Purchaser is not eligible for the GST New Housing Rebate, or does not deliver the Rebate Documents to the Vendor in accordance with this Section 4.7, the Purchase Price shall be increased by an amount equal to the GST New Housing Rebate that would have been otherwise available with respect to this purchase. If the Canada Revenue Agency disallows all or any part of the GST New Housing Rebate, the Purchaser will immediately, upon receiving demand from the Vendor, reimburse such disallowed amount to the Vendor together with any interest and penalties that the Vendor is required to pay under the *Excise Tax Act* as a result of such disallowance.

The warranties and representations given in this Section 4.7 survive the Completion Date.

5. CONSTRUCTION

- 5.1 The Vendor will proceed to construct the Development substantially in accordance with the proposed draft Strata Plan attached to the Disclosure Statement, provided that the Vendor may make changes to features, design, and materials as are, in the Vendor's opinion, desirable and reasonable. The Purchaser understands and agrees that the building plans, design, and specifications for the Development may be varied to a minor extent in the reasonable discretion of the Vendor, that the area of the Strata Lot shown on the proposed Strata Plan is approximate, and that the address or suite and Strata Lot number assigned to the Strata Lot are subject to change at the Vendor's discretion.
- 5.2 The Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot prior to the Possession Date (as herein defined) without the prior written permission of the Vendor (which the Vendor may withhold in its absolute discretion) and then only if accompanied by a representative of the Vendor. The Purchaser hereby releases the Vendor and its directors, officers, employees, agents, contractors and representatives, along with Western Canadian Properties Group 1 Limited Partnership, Western Canadian Properties Management Ltd., and WCPG Trump Gardens - Cypress Homes Ltd. (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Strata Lot or the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person on behalf of the Purchaser within the Strata Lot or the Development, or any act or omission of the Purchaser or any person on behalf of the Purchaser while within the Strata Lot or the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.
- 5.3 The Purchaser and a representative of the Vendor shall inspect the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies shall be prepared including the dates by which corrections are to occur. The parties shall sign the list and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the listed corrections.
- 5.4 The Purchaser acknowledges that the Development may include services facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, garbage compactors and other such facilities and equipment (collectively the "**Service Facilities**"). The Service Facilities will be located as required by the relevant authorities or as recommended by the Vendor's consultants.

6. CONVEYANCE

6.1 Conveyance

As described in section 4.2 of the Disclosure Statement, the Vendor has entered into an agreement (the "**Development Agreement**") with Western Canadian Properties Group 1 Limited Partnership (the "**LP**"), Western Canadian Properties Management Ltd. ("**Management**") and WCPG Trump Gardens - Cypress Homes Ltd. ("**Trump**" and together with Management and LP, the "**Current Owners**") whereby the Developer can, *inter alia*, direct the Current Owners to transfer legal and beneficial ownership of the Strata Lots to purchasers of those Strata Lots on the Completion Date.

The Purchaser and the Vendor each hereby waive the requirements of Section 6 of the *Property Law Act* and the Purchaser acknowledges and agrees that title to the Strata Lot will, on the Completion Date, be conveyed to the Purchaser from Management and Trump, and not from the Vendor.

It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor a freehold transfer, in registrable form, and a statement of adjustments to the Vendor's Solicitor at least three (3) days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required for the closing.

On the Completion Date, the Vendor will ensure that the Current Owners transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will ensure that both itself and the Current Owners will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor and the Current Owners will be using the purchase monies received from the Purchaser to obtain a partial discharge of any construction mortgage and security collateral thereto. The Purchaser's Solicitor or notary public will pay the balance of the adjusted Purchase Price on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on their undertaking to pay an amount required in a written statement of indebtedness from the holder of the prior encumbrance to require the holder of the prior encumbrance to provide the Vendor's Solicitors with a registrable discharge of such prior encumbrance and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builders lien, on his undertaking to pay an amount sufficient to cause same to be discharged within thirty (30) days after the Completion Date. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

- (a) deposited in trust with the Purchaser's Solicitors the cash balance of the Purchase Price not being financed by the mortgage;
- (b) fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
- (c) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitors to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

- 6.2 The Purchaser will pay all costs (including the Purchaser's Solicitors' fees and disbursements) in connection with the completion of purchase and the sale (including applicable taxes, and any other federal or provincial sales, value-added, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot other than the costs of the Vendor

incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

7. ASSIGNMENT BY PURCHASER

7.1 Assignment

The Purchaser may only assign the Purchaser's interest in the Strata Lot or in this Agreement or direct the transfer of the Strata Lot to any other or additional party with the written consent of the Vendor, and unless the Vendor so consents the Vendor shall not be required to ensure that the Strata Lot is conveyed to anyone other than the Purchaser named herein. If, with the consent of the Vendor, the Purchaser assigns the Purchaser's interest in the Strata Lot or this Agreement or directs the transfer of the Strata Lot to any other or additional party, the Purchaser will pay to the Vendor a handling fee in the amount of \$500.00, plus applicable GST on such fee at the time the assignment form is delivered to the Vendor, except that such handling fee will be waived and will not be payable if the assignee is the Purchaser's spouse, parent, child, grandparent or grandchild. No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or this Agreement or direction of transfer to any other person shall release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

7.2 The Purchaser will not advertise or solicit offers from the public with respect to the resale of the Strata Lot by the Purchaser or the Purchaser's interest under the Offer to Purchase before the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld.

7.3 The Purchaser agrees that after completion of the conveyance contemplated by this Offer to Purchase, he/she shall allow the Vendor to maintain professional signage on the Strata Lot for the purposes of offering the balance of the Vendor's strata lots in the Development for sale.

8. PURCHASER'S ACKNOWLEDGEMENTS

8.1 Disclosure Statement. The Purchaser acknowledges that the Purchaser has received a copy of the Disclosure Statement for the Development and all amendments thereto, and has been given a reasonable opportunity to read the Disclosure Statement before signing this Agreement. The signing of this Agreement by the Purchaser will constitute (i) a receipt for the Disclosure Statement and (ii) the Purchaser's acknowledgment that the Purchaser had an opportunity to read the Disclosure Statement.

9. MISCELLANEOUS

9.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable by the Purchaser hereunder are paid when due, then the Vendor may, at the Vendor's option:

- (a) terminate this Agreement and in such event the Deposit together with all accrued interest thereon will be absolutely forfeited to the Vendor on account of damages (being the minimum amount of damages the parties agree the Vendor is expected to suffer as a result of such termination), without prejudice to the Vendor's other remedies, including a right to recover any additional damages; or
- (b) elect to extend the time for completion and complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 3% per annum above the annual rate of interest designated by the Vendor's principal bank as its "prime rate", as that rate changes from time to time, such interest to be calculated daily from the date upon which such payment and amounts were due to the date upon which such payment and amounts are paid.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subsection (b) the Vendor may thereafter elect to terminate this Agreement pursuant to subsection (a) or permit a further extension pursuant to subsection (b).

- 9.2 Condition Removal. Notwithstanding anything herein contained to the contrary if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions then the conditions shall be set out in an Addendum attached hereto.
- 9.3 Notices and Tender. Any notice to be given to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Offer or the Purchaser's Solicitors at their offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by telecopy or electronic mail to the Purchaser's Solicitors at their office or to the Purchaser, or if delivered to the Purchaser by electronic mail at the electronic mail address set out on the first page of this Offer. For clarity, the Purchaser hereby consents to the delivery by the Vendor and the receipt by the Purchaser of all notices to be provided hereunder, including without limitation all amendments to the Disclosure Statement, by delivery by electronic mail. Such notice shall be deemed to have been received if so delivered or transmitted, when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing, or, in the event of delivery by electronic mail, the notice shall be deemed to be delivered as of the date and time the notice shows as being sent from the sender's electronic mail address. The address, telecopy number and electronic mail address (if any) for the Purchaser will be as set out on the first page of this Offer or such other address, telecopy number or electronic mail address the Purchaser has last notified the Vendor in writing. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. Any notice to be given to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and shall be deemed to have been received, as provided for in the preceding provisions of this section, mutatis mutandis. Any documents or money to be tendered on the Vendor shall be tendered by way of certified funds or bank draft and shall be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.
- 9.4 Governing Law. The Offer, the Agreement resulting from the acceptance of the Offer, the Agreement and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.
- 9.5 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties shall be deemed to have been given at the same time to each other such party.
- 9.6 Residency of Vendor. The Vendor represents and warrants to the Purchaser that it is a resident of Canada within the meaning of the *Income Tax Act* of Canada.
- 9.7 Contractual Rights. The Offer and the agreement which results from its acceptance creates contractual rights only and not any interest in land.
- 9.8 Further Assurances. The parties hereto shall do all further acts and things and execute all such further assurances as may be necessary to give full effect to the intent and meaning of this Agreement.
- 9.9 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

9.10 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of the personal information about the Purchaser as may be required for the following purposes:

- (a) to obtain financing for the Vendor;
- (b) to comply with requirements of the Vendor's lenders and bankers;
- (c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;
- (d) for insurance coverage for the Property or the Development for carrying out its services;
- (e) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;
- (f) to the Vendor's lawyers for all matters relating to this Agreement;
- (g) to carry out and complete the sale of the Strata Lot to the Purchaser;
- (h) to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;
- (i) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;
- (j) to facilitate communications between the Purchaser and the Vendor; and
- (k) to disclose the information to affiliated companies of the Vendor so that those affiliated companies may provide the Purchaser with notice of real estate projects being developed by those affiliated companies.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all addendums, attachments, and amendments to this Agreement.

9.11 Deposit Protection Agreement Under REDM Act. Under section 19 of the *REDM Act*, a developer who desires to use for the developer's own purposes a deposit the developer has placed with a trustee under section 18 of the *REDM Act* may, by entering into a deposit protection agreement in relation to that deposit, obtain the deposit from that trustee and use that deposit only for the developer's own purposes. Section 10 of the Real Estate Development Marketing Regulation provides that if a developer enters into a deposit protection agreement, the developer must provide notice of the deposit protection agreement to a purchaser by including the following information in the disclosure statement:

- the name and business address of the insurer;
- the name of the developer who entered into the deposit protection agreement; and
- the date on which the insurance takes effect.

The Purchaser acknowledges and agrees that the Vendor may enter into such a deposit protection agreement with respect to the Deposit. The Vendor agrees that if it enters into such a deposit protection agreement with respect to the Deposit, it will comply with Section 10 of the Real Estate Development Marketing Regulation regarding that deposit protection agreement.

EXHIBIT I
Plan EPP48211

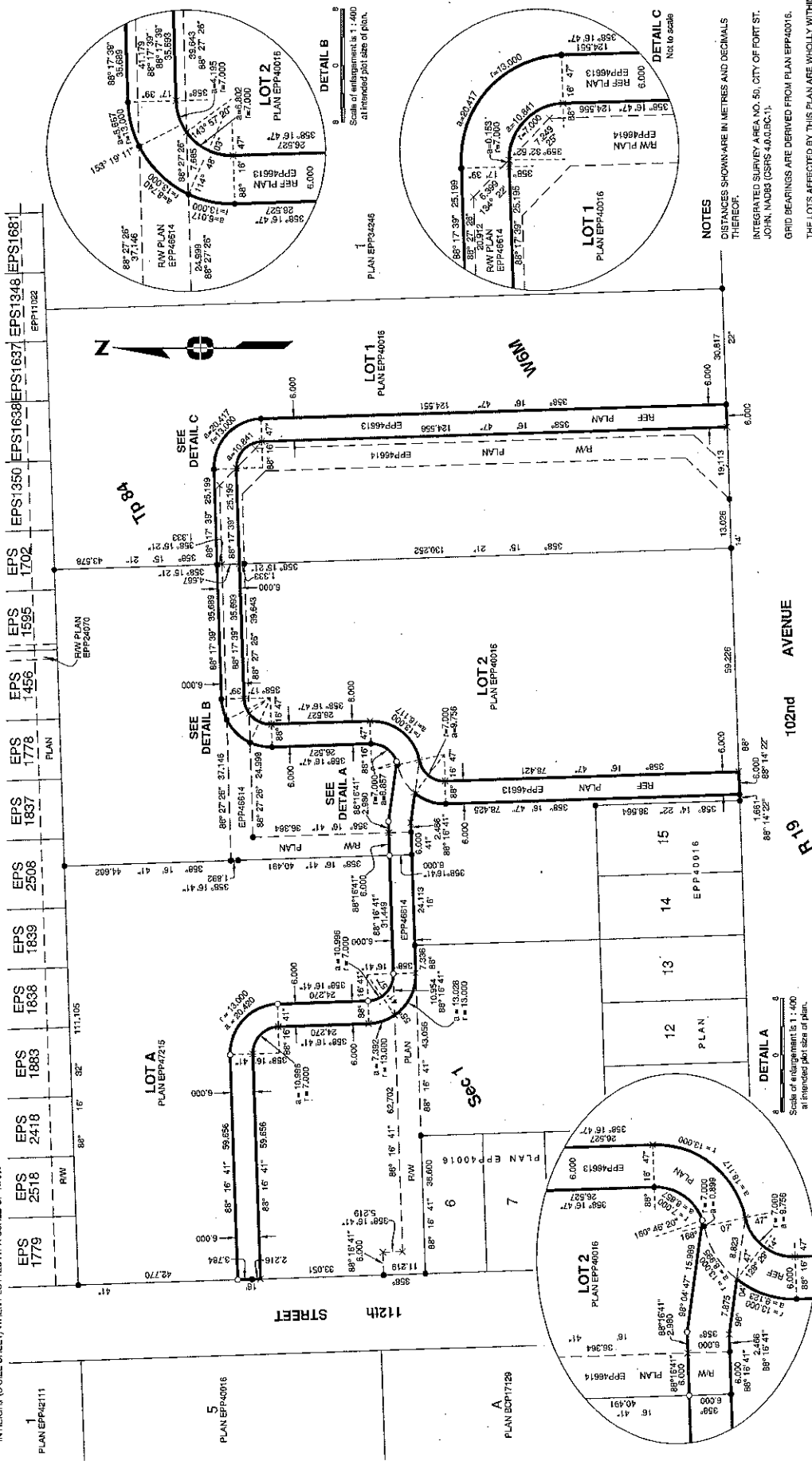
REFERENCE PLAN FOR EASEMENT OVER PARTS OF LOT A PLAN EPP47215 AND LOTS 1 AND 2 PLAN EPP40016 ALL WITHIN SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT

PURSUANT TO SECTION 99 (1) (e) LAND TITLE ACT

BCGS 94A.026

PLAN EPP48211

THE INTENDED PLOT SIZE OF THIS PLAN IS 500mm IN WIDTH BY 420mm IN HEIGHT (C SIZE SHEET) WHEN PLOTTED AT A SCALE OF 1:500.



BOOK OF REFERENCE

LOCATION	DESCRIPTION	AREA
LOT A PLAN EPP47215	6.00m WIDE RIGHT OF WAY	980.7 m ²
LOT 2 PLAN EPP40016	6.00m WIDE RIGHT OF WAY	0.122 ha
LOT 1 PLAN EPP40016	6.00m WIDE RIGHT OF WAY	992.7 m ²
TOTAL		0.310 ha

- LEGEND**
- STANDARD IRON POST FOUND
 - STANDARD IRON POST PLACED
 - x UNMARKED CALCULATED POINT

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 14TH DAY OF JANUARY, 2015. DAVID E. GOSLING, BCLS 820.

JOB NO. 1400201 EN5R0
WSP SURVEY
WSP 6016 - 100m Avenue
50176 - 100m Avenue
Tel: (250) 787-0300 Fax: (250) 787-1611

NOTES
DISTANCES SHOWN ARE IN METRES AND DECIMALS THEREOF.

INTEGRATED SURVEY AREA NO. 50, CITY OF FORT ST. JOHN, MAB93 (GSR5 4.0.0.BC-1).

GRID BEARINGS ARE DERIVED FROM PLAN EPP40016. THE LOTS AFFECTED BY THIS PLAN ARE WHOLLY WITHIN PLANS EPP40016 AND EPP47215, WHICH HAVE PREVIOUSLY BEEN TIED TO THE INTEGRATED GEODETIC CONTROL MONUMENTS.

THIS PLAN LIES WITHIN THE PEACE RIVER REGIONAL DISTRICT.

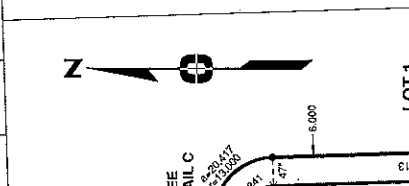
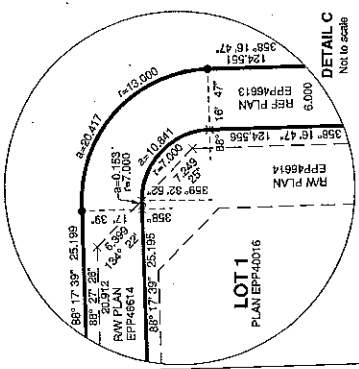
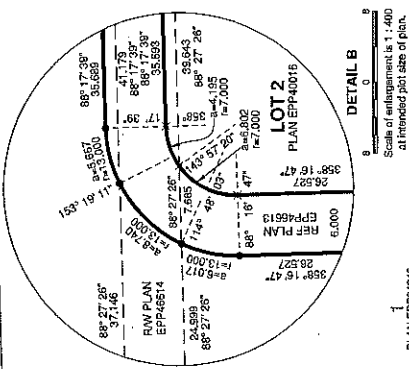


EXHIBIT I
Building Permits

CITY OF FORT ST. JOHN
BUILDING PERMIT

No.: 8691

Permit Class 4

Roll No. N/A Date June 4 20 15

Street Address 10303-112 St Bld 1 Units 1-7

Permission is hereby granted to WCPG Hudson Properties Ltd.

to construct a building on Lot A Block _____

Plan EPP 47215

Owner Same

Type of Building 7-plex

Approximate Cost 2,525,000.00 Fee 12,625.00

Sprinkler Required? (Yes) ☒ (No) _____ Sprinkler Permit No. _____

Plumbing Required? (Yes) ☒ (No) _____ Plumbing Permit No. 4347

Every Permit is issued upon the condition that the permit shall expire and the rights of the Owner under the permit shall terminate when thirty-six (36) months have elapsed from the date of issuance of the permit.

THIS PERMIT DOES NOT RELIEVE THE OWNER, CONTRACTOR, OR AGENT OF HIS TOTAL RESPONSIBILITY TO CONFORM WITH ALL REQUIREMENTS OF THE CURRENT B.C. BUILDING CODE.

CITY OF FORT ST. JOHN

Per [Signature]
Building Inspector

Signature [Signature]

517528

THIS PERMIT MUST BE POSTED OR AVAILABLE AT BUILDING SITE

CITY OF FORT ST. JOHN
BUILDING PERMIT

No.: 8692

Permit Class 4

Roll No. N/A Date June 4 20 15

Street Address 10303-112 St Bld 2 Units 8-14

Permission is hereby granted to WCPG Hudson Properties Ltd

to construct a building on Lot A Block

Plan EPP 47215

Owner Sane

Type of Building 7-plex

Approximate Cost 2,525,000.00 Fee 12,625.00

Sprinkler Required? (Yes) (No) Sprinkler Permit No.

Plumbing Required? (Yes) (No) Plumbing Permit No. 4348

Every Permit is issued upon the condition that the permit shall expire and the rights of the Owner under the permit shall terminate when thirty-six (36) months have elapsed from the date of issuance of the permit.

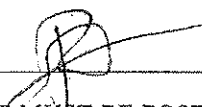
THIS PERMIT DOES NOT RELIEVE THE OWNER, CONTRACTOR, OR AGENT OF HIS TOTAL RESPONSIBILITY TO CONFORM WITH ALL REQUIREMENTS OF THE CURRENT B.C. BUILDING CODE.

CITY OF FORT ST. JOHN

Per


Building Inspector

Signature



THIS PERMIT MUST BE POSTED OR AVAILABLE AT BUILDING SITE

511528

CITY OF FORT ST. JOHN
BUILDING PERMIT

No.: 8693

Permit Class 4

Roll No. N/A Date June 4 2015

Street Address 10303-112 St Bldg 3 Unit 15-22

Permission is hereby granted to WCP6 Hudson Properties Ltd.

to construct a building on Lot A Block

Plan EPP 47215

Owner Same

Type of Building 8-plex

Approximate Cost 2,886,000.00 Fee 14,430.00

Sprinkler Required? (Yes) ☒ (No) Sprinkler Permit No.

Plumbing Required? (Yes) ☒ (No) Plumbing Permit No. 4349

Every Permit is issued upon the condition that the permit shall expire and the rights of the Owner under the permit shall terminate when thirty-six (36) months have elapsed from the date of issuance of the permit.

THIS PERMIT DOES NOT RELIEVE THE OWNER, CONTRACTOR, OR AGENT OF HIS TOTAL RESPONSIBILITY TO CONFORM WITH ALL REQUIREMENTS OF THE CURRENT B.C. BUILDING CODE.

CITY OF FORT ST. JOHN

Per

Building Inspector

Signature

THIS PERMIT MUST BE POSTED OR AVAILABLE AT BUILDING SITE

517528

CITY OF FORT ST. JOHN
BUILDING PERMIT

No.: 8694

Permit Class 4

Roll No. N/A Date June 9 20 15

Street Address 10303-1125+ Bld 4 Units 23-29

Permission is hereby granted to WCPG Hudson Properties LLC

to construct a building on Lot A Block

Plan EPP 47215

Owner Sun

Type of Building 7-Plex

Approximate Cost 2,525,000.00 Fee 12,125.00

Sprinkler Required? (Yes) (No) Sprinkler Permit No.

Plumbing Required? (Yes) (No) Plumbing Permit No. 4350

Every Permit is issued upon the condition that the permit shall expire and the rights of the Owner under the permit shall terminate when thirty-six (36) months have elapsed from the date of issuance of the permit.

THIS PERMIT DOES NOT RELIEVE THE OWNER, CONTRACTOR, OR AGENT OF HIS TOTAL RESPONSIBILITY TO CONFORM WITH ALL REQUIREMENTS OF THE CURRENT B.C. BUILDING CODE.

CITY OF FORT ST. JOHN

Per 
Building Inspector

Signature 

THIS PERMIT MUST BE POSTED OR AVAILABLE AT BUILDING SITE

517528

CITY OF FORT ST. JOHN
BUILDING PERMIT

No.: 8695

Permit Class 4

Roll No. N/A Date June 4 20 15

Street Address 10307-112 St Bld 5 Units 30-76

Permission is hereby granted to WCPG Hudson Properties LLC

to construct a building on Lot A Block

Plan EPP 47215

Owner Same

Type of Building 7-plex

Approximate Cost 2,525,000.00 Fee 12625.00

Sprinkler Required? (Yes) (No) Sprinkler Permit No.

Plumbing Required? (Yes) (No) Plumbing Permit No. 4351

Every Permit is issued upon the condition that the permit shall expire and the rights of the Owner under the permit shall terminate when thirty-six (36) months have elapsed from the date of issuance of the permit.

THIS PERMIT DOES NOT RELIEVE THE OWNER, CONTRACTOR, OR AGENT OF HIS TOTAL RESPONSIBILITY TO CONFORM WITH ALL REQUIREMENTS OF THE CURRENT B.C. BUILDING CODE.

CITY OF FORT ST. JOHN

Per


Building Inspector

Signature



517528

THIS PERMIT MUST BE POSTED OR AVAILABLE AT BUILDING SITE

**THIRD AMENDMENT TO DISCLOSURE STATEMENT
Fort St. John, British Columbia**

THE HUDSON CONDOMINIUMS AND EXECUTIVE TOWNHOMES

DEVELOPER: WCPG HUDSON PROPERTIES LTD.
(INC. NO. BC1022406)

ADDRESS FOR SERVICE: 700-401 West Georgia Street
Vancouver, BC V6B 5A1

BUSINESS ADDRESS: 700-401 West Georgia Street
Vancouver, B.C. V6B 5A1

DATE OF DISCLOSURE STATEMENT: January 7, 2015

**DATE OF FIRST AMENDMENT TO
DISCLOSURE STATEMENT** February 10, 2015

**DATE OF SECOND AMENDMENT TO
DISCLOSURE STATEMENT** June 5, 2015

**DATE OF THIRD AMENDMENT TO
DISCLOSURE STATEMENT** August 21, 2015

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

The Developer will not utilize the services of a real estate agent on an exclusive basis but reserves the right to appoint from time to time one or more real estate brokerages to market the Development.

The Developer may also use its own staff members to market the strata lots, most of whom are not licensed under the *Real Estate Services Act*. One or more of these staff members may be licensed under the *Real Estate Services Act*. None of the Developer's agent(s) or staff members will be acting on behalf of the Purchaser.

This Third Amendment to Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7 for information on the purchase agreement. That information has been drawn to the attention of

_____ [insert purchaser's name]

_____ [insert purchaser's name]

who has confirmed that fact by initialing in the space provided here:

[space for purchaser's initials].

THIRD AMENDMENT TO DISCLOSURE STATEMENT

1. Section 6.1 is amended by deleting the section in its entirety and replaced with the following:

The Developer has obtained from the City of Fort St. John building permits numbered 8691, 8692, 8693, 8694 and 8695 granting the Developer permission to construct the Phase 1 Strata Lots, Phase 2 Strata Lots, and the Phase 3 Strata Lots, including any limited common property designated for the exclusive use of the Owners of the Strata Lots. A copy of the building permits referred to in this paragraph are attached as Exhibit J hereto.

The Developer has obtained from the City of Fort St. John building permit numbered 8767 granting the Developer permission to construct the Phase 4 Strata Lots, including any limited common property designated for the exclusive use of the Owners of the Phase 4 Strata Lots. A copy of the building permit referred to in this paragraph is attached as Exhibit J.1 hereto.

Please refer to section 7.2 for information regarding the form of purchase agreements intended to be used by the Developer. A copy of the proposed form of purchase agreement for the purchase of the Strata Lots is attached as Exhibit H.1 hereto.

2. Section 7.2 is amended by deleting the section in its entirety and replacing it with the following:

A copy of the contract of Purchase and Sale proposed to be used for the purchase and sale of the Strata Lots is attached hereto as Exhibit H.1.

The Developer in this Section 7.2 is referred to as the "Vendor" to be consistent with the terms in the Purchase Agreement.

The form of the Purchase Agreement may be modified from time to time by the Developer and may be modified by agreement between any purchaser and the Developer.

Unless otherwise defined in this Disclosure Statement, each capitalized term used in this Section 7.2 will have the meaning given to it in the Purchase Agreement. The information set out in this Section 7.2 is a summary of provisions contained in the Purchase Agreement. Please refer to the Purchase Agreement for the actual provisions summarized in this Section.

- (a) Termination:

Pursuant to the terms of each Purchase Agreement, the Vendor may terminate the Purchase Agreement if:

- (i) the Purchaser defaults on any of the Purchaser's obligations as set out in the Purchase Agreement;
- (ii) all payments on account of the Purchase Price and any other monies payable by the Purchaser under each Purchase Agreement are not paid when due, as such due date may be extended pursuant to paragraph 9.1 of Addendum "A" of each Purchase Agreement; or
- (iii) the Purchaser's notice of satisfaction or waiver of the Purchaser's conditions is not received within the time required by the Vendor pursuant to paragraph 9.2 of Addendum "A" of each Purchase Agreement.

Pursuant to the terms of each Purchase Agreement, either the Vendor or the Purchaser may at its option terminate the Purchase Agreement if the Completion Date has not occurred by the date that is 6 months after the date set out in Section 1.04 of the

Purchase Agreement, as such date may be extended in accordance with the Purchase Agreement.

(b) Extension

Pursuant to the terms of each Purchase Agreement, the time for completing the sale of a Strata Lot may be extended:

- (i) if the Vendor is delayed from completing the construction of a Strata Lot or satisfying any other conditions of closing as a result of any event of any nature whatsoever beyond the control of the Vendor in accordance with paragraph 4.2 of Addendum A of the Purchase Agreement; or
- (ii) at the Vendor's option if all payments on account of the Purchase Price and any other monies payable by the Purchaser under the Purchase Agreement are not paid when due in accordance with Section 9.1 of Addendum A of the Purchase Agreement.

(c) Assignment

The Purchaser may only assign the Purchaser's interest in the Strata Lot or in a Purchase Agreement or direct the transfer of the Strata Lot to any other or additional party with the written consent of the Vendor, and unless the Vendor so consents the Vendor shall not be required to convey the Strata Lot to anyone other than the Purchaser named herein. If, with the consent of the Vendor, the Purchaser assigns the Purchaser's interest in the Strata Lot or the Purchase Agreement or directs the transfer of the Strata Lot to any other or additional party, the Purchaser will pay to the Vendor a handling fee in the amount of \$500.00, plus applicable GST on such fee at the time the assignment form is delivered to the Vendor. No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or this Agreement or direction of transfer to any other person shall release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

(d) Interest

- (i) Section 3.1 (a) of the Purchase Agreement provides that if the interest on any deposit will exceed the administration costs of the stakeholder of the deposit, that stakeholder will invest the deposit in an interest bearing trust account with interest to accrue to the purchaser. The administration costs of the stakeholder are stated in section 3.2 not to exceed \$200.
- (ii) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit shall form part of and be applied to the Purchase Price and be paid by the Stakeholder to the Vendor. Any interest earned thereon (less the Stakeholder's administrative fee not to exceed \$200.00) shall be paid to the Purchaser;
- (iii) If the Purchaser fails to complete the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit together with interest accrued thereon (less the Stakeholder's administrative fee not to exceed \$200.00) shall be paid by the Stakeholder to the Vendor forthwith;
- (iv) If the Purchaser gives proper notice of cancellation to the Vendor pursuant to paragraph 4.1 or 9.2 hereof, then the Deposit together with all interest accrued thereon (less the Stakeholder's administrative fee not to exceed \$200.00) shall

be paid by the Stakeholder to the Purchaser and the Purchaser shall have no further claim against the Vendor; and

- (v) If the Purchaser does not give notice of cancellation pursuant to paragraphs 4.1 or 9.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Stakeholder's administrative fee not to exceed \$200.00) shall be paid by the Stakeholder to the Purchaser and the Purchaser shall have no further claim against the Vendor.

- 3. Exhibit H of the Disclosure Statement is deleted in its entirety.
- 4. Exhibit J (*Building Permits*) is amended by changing the name thereof to "*Building Permits - Phase 1, Phase 2 and Phase 3 Strata Lots*".
- 5. Exhibit J.1 (*Building Permit - Phase 4 Strata Lots*) attached as an exhibit to this Third Amendment to Disclosure Statement is added to the Disclosure Statement.

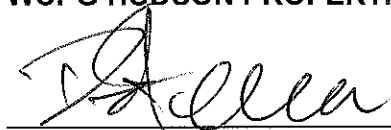
DEEMED RELIANCE

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

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of August 20, 2015.

WCPG HUDSON PROPERTIES LTD.



Authorized Signatory

DIRECTOR



David Steele, PERSONALLY

EXHIBIT J.1
Building Permit - Phase 4

CITY OF FORT ST. JOHN
BUILDING PERMIT

No.: 8767

Permit Class 6

Roll No. 1226 Date Aug 20 20 15

Street Address 10307-112 St

Permission is hereby granted to WCPG Hudson Properties Ltd

to construct a building on Lot A Block

Plan EPP47215

Owner Same

Type of Building 50 Unit Apartment Bldg

Approximate Cost 6,944,000.00 Fee 34,720.00

Sprinkler Required? (Yes) (No) Sprinkler Permit No. Not @

Plumbing Required? (Yes) (No) Plumbing Permit No. Not @

Every Permit is issued upon the condition that the permit shall expire and the rights of the Owner under the permit shall terminate when thirty-six (36) months have elapsed from the date of issuance of the permit.

THIS PERMIT DOES NOT RELIEVE
THE OWNER, CONTRACTOR, OR
AGENT OF HIS TOTAL RESPONSIBILITY
TO CONFORM WITH ALL
REQUIREMENTS OF THE CURRENT
B.C. BUILDING CODE.

CITY OF FORT ST. JOHN

Per

Building Inspector

Signature _____

THIS PERMIT MUST BE POSTED OR AVAILABLE AT BUILDING SITE