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Land Title Act
Form C
(Section 219)
Province of
British Columbia

LAND
NEW WEST

GENERAL INSTRUMENT - PART 1 (This Area for Land Title Use)

Page 1 of 50 pages

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

Dennis J.F. Parolin, Parolin & Company, Barristers and Solicitors, 1110 - 925 West Georgia Street, Vancouver, BC, V6C 3L2 (604) 688-1133

AGENTIS CLIENT NO. 11061

Signature of Solicitor of Agent

99/06/11 14131157 01 NW 149260 \$110.00

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF THE LAND:
(PID) (LEGAL DESCRIPTION)

SEE SCHEDULE

3. NATURE OF INTEREST: DESCRIPTION DOCUMENT REFERENCE (page and paragraph) PERSON ENTITLED TO INTEREST

Restrictive Covenant page ~~22~~ 21, paragraph ~~2~~ 1 A Registered Owner of Strata Lots 202, 233, 240, 241, 247 and 249, Strata Plan LMS3896

Restrictive Covenant page ~~22~~ 21, paragraph ~~3~~ 1 B Registered Owner of Strata Lots 1 to 201 inclusive, 203 to 232 inclusive and 234 to 239 inclusive

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

- (a) Filed Standard Charge Terms
 - (b) Express Charge Terms
 - (c) Release
- D.F. Number:
 Annexed as Part 2
 There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):

VANCOUVER AIRPORT CENTRE LTD. (INC. NO. 359284)

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

VANCOUVER AIRPORT CENTRE LTD. (INC. NO. 359284), 3rd Floor, 100 Park Royal, West Vancouver, British Columbia, V7T 1A2

19

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Execution Date

Officer Signature(s)




Name: _____

DENNIS J.F. PAROLIN
BARRISTER & SOLICITOR
PAROLIN & COMPANY
1110 CATHEDRAL PLACE - 925 W. GEORGE ST.
VANCOUVER, B.C. V6C 3L2
(604) 688-1133

Y	M	D
99	06	10

Parties(s) Signature(s)

**VANCOUVER AIRPORT
CENTRE LTD.** by its authorized
signatory(ies)



Amin Lalji

OFFICER CERTIFICATION:

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

- If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

**Land Title Act
Form E****SCHEDULE**

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

**2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID) (LEGAL DESCRIPTION)**

(a) As to the Restrictive Covenant against Strata Lots 1 to 201 inclusive, 203 to 232, inclusive and 234 to 239 inclusive, Strata Plan LMS3896:

024-507-440	Strata Lot 1, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896
024-507-458	Strata Lot 2, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896
024-507-466	Strata Lot 3, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896
024-507-474	Strata Lot 4, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896
024-507-482	Strata Lot 5, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896
024-507-491	Strata Lot 6, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896
024-507-504	Strata Lot 7, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896
024-507-512	Strata Lot 8, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896
024-507-521	Strata Lot 9, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896
024-507-539	Strata Lot 10, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-547 Strata Lot 11, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-555 Strata Lot 12, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-563 Strata Lot 13, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-571 Strata Lot 14, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-580 Strata Lot 15, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-598 Strata Lot 16, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-601 Strata Lot 17, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-610 Strata Lot 18, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-628 Strata Lot 19, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-636 Strata Lot 20, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-644 Strata Lot 21, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-652 Strata Lot 22, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-661 Strata Lot 23, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-679 Strata Lot 24, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-687 Strata Lot 25, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-695 Strata Lot 26, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-709 Strata Lot 27, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-717 Strata Lot 28, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-725 Strata Lot 29, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-733 Strata Lot 30, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-741 Strata Lot 31, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-750 Strata Lot 32, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-768 Strata Lot 33, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-776 Strata Lot 34, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-784 Strata Lot 35, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-792 Strata Lot 36, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-806 Strata Lot 37, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-814 Strata Lot 38, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-822 Strata Lot 39, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-831 Strata Lot 40, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-849 Strata Lot 41, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-857 Strata Lot 42, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-865 Strata Lot 43, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-873 Strata Lot 44, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-881 Strata Lot 45, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-890 Strata Lot 46, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-903 Strata Lot 47, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-911 Strata Lot 48, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-920 Strata Lot 49, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-938 Strata Lot 50, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-946 Strata Lot 51, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-954 Strata Lot 52, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-962 Strata Lot 53, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-971 Strata Lot 54, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-989 Strata Lot 55, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-507-997 Strata Lot 56, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-004 Strata Lot 57, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-012 Strata Lot 58, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-021 Strata Lot 59, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-039 Strata Lot 60, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-047 Strata Lot 61, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-055 Strata Lot 62, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-063 Strata Lot 63, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-071 Strata Lot 64, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-080 Strata Lot 65, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-098 Strata Lot 66, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-101 Strata Lot 67, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-110 Strata Lot 68, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-128 Strata Lot 69, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-136 Strata Lot 70, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-144 Strata Lot 71, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-152 Strata Lot 72, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-161 Strata Lot 73, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-179 Strata Lot 74, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-187 Strata Lot 75, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-195 Strata Lot 76, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-209 Strata Lot 77, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-217 Strata Lot 78, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-225 Strata Lot 79, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-233 Strata Lot 80, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-241 Strata Lot 81, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-250 Strata Lot 82, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-268 Strata Lot 83, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-276 Strata Lot 84, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

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024-508-292 Strata Lot 86, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-306 Strata Lot 87, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-314 Strata Lot 88, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-322 Strata Lot 89, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-331 Strata Lot 90, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-349 Strata Lot 91, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

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024-508-365 Strata Lot 93, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-373 Strata Lot 94, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

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024-508-390 Strata Lot 96, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-403 Strata Lot 97, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

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024-508-420 Strata Lot 99, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-438 Strata Lot 100, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-446 Strata Lot 101, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

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024-508-462 Strata Lot 103, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-471 Strata Lot 104, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-489 Strata Lot 105, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

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024-508-501 Strata Lot 107, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-519 Strata Lot 108, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

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024-508-535 Strata Lot 110, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-543 Strata Lot 111, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-551 Strata Lot 112, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-560 Strata Lot 113, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-578 Strata Lot 114, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-586 Strata Lot 115, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-594 Strata Lot 116, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-608 Strata Lot 117, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-616 Strata Lot 118, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-624 Strata Lot 119, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-632 Strata Lot 120, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-641 Strata Lot 121, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-659 Strata Lot 122, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-667 Strata Lot 123, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-675 Strata Lot 124, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-683 Strata Lot 125, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-691 Strata Lot 126, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-705 Strata Lot 127, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-713 Strata Lot 128, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-721 Strata Lot 129, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-730 Strata Lot 130, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-748 Strata Lot 131, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-756 Strata Lot 132, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-764 Strata Lot 133, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-772 Strata Lot 134, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-781 Strata Lot 135, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-799 Strata Lot 136, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-802 Strata Lot 137, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-811 Strata Lot 138, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-829 Strata Lot 139, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-837 Strata Lot 140, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-845 Strata Lot 141, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-853 Strata Lot 142, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-861 Strata Lot 143, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-870 Strata Lot 144, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-888 Strata Lot 145, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-896 Strata Lot 146, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-900 Strata Lot 147, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-918 Strata Lot 148, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-926 Strata Lot 149, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-934 Strata Lot 150, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-942 Strata Lot 151, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-951 Strata Lot 152, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-969 Strata Lot 153, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-977 Strata Lot 154, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-985 Strata Lot 155, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-508-993 Strata Lot 156, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-001 Strata Lot 157, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-019 Strata Lot 158, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-027 Strata Lot 159, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-035 Strata Lot 160, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-043 Strata Lot 161, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-051 Strata Lot 162, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-060 Strata Lot 163, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-078 Strata Lot 164, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-086 Strata Lot 165, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-094 Strata Lot 166, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-108 Strata Lot 167, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-116 Strata Lot 168, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-124 Strata Lot 169, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-132 Strata Lot 170, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-141 Strata Lot 171, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-159 Strata Lot 172, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-167 Strata Lot 173, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-175 Strata Lot 174, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-183 Strata Lot 175, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-191 Strata Lot 176, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-205 Strata Lot 177, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-213 Strata Lot 178, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-221 Strata Lot 179, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-230 Strata Lot 180, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-248 Strata Lot 181, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-256 Strata Lot 182, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-264 Strata Lot 183, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-272 Strata Lot 184, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-281 Strata Lot 185, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-299 Strata Lot 186, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-302 Strata Lot 187, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-311 Strata Lot 188, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-329 Strata Lot 189, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

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024-509-361 Strata Lot 193, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-370 Strata Lot 194, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-388 Strata Lot 195, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-396 Strata Lot 196, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-400 Strata Lot 197, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-418 Strata Lot 198, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-426 Strata Lot 199, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-434 Strata Lot 200, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-442 Strata Lot 201, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-469 Strata Lot 203, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-477 Strata Lot 204, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-485 Strata Lot 205, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-493 Strata Lot 206, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-507 Strata Lot 207, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-515 Strata Lot 208, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-523 Strata Lot 209, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-531 Strata Lot 210, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-540 Strata Lot 211, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-558 Strata Lot 212, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-566 Strata Lot 213, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-574 Strata Lot 214, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-582 Strata Lot 215, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-591 Strata Lot 216, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-604 Strata Lot 217, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-612 Strata Lot 218, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-621 Strata Lot 219, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-639 Strata Lot 220, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-647 Strata Lot 221, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-655 Strata Lot 222, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-663 Strata Lot 223, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-671 Strata Lot 224, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-680 Strata Lot 225, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-698 Strata Lot 226, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-701 Strata Lot 227, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-710 Strata Lot 228, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-728 Strata Lot 229, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-736 Strata Lot 230, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-744 Strata Lot 231, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-752 Strata Lot 232, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-779 Strata Lot 234, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-787 Strata Lot 235, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-795 Strata Lot 236, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-809 Strata Lot 237, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-817 Strata Lot 238, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-825 Strata Lot 239, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

(b) As to the Restrictive Covenant against Strata Lots 202, 233, 240, 241, 247 and 249, Strata Plan LMS3896:

024-509-451 Strata Lot 202, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-761 Strata Lot 233, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-833 Strata Lot 240, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-841 Strata Lot 241, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-906 Strata Lot 247, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

024-509-922 Strata Lot 249, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896

TERMS OF INSTRUMENT - PART 2**HOTEL USE COVENANT****BETWEEN:**

**Vancouver Airport Centre Ltd., 3rd Floor, 100 Park Royal, West
Vancouver, British Columbia**

(the "Hotel Strata Lot Owner")

AND:

**Vancouver Airport Centre Ltd., 3rd Floor, 100 Park Royal, West
Vancouver, British Columbia**

(the "Hotel Manager's Strata Lot Owner")

WHEREAS:

A. The Hotel Strata Lot Owner is the registered owner in fee simple of those strata lots located in the City of Richmond, in the Province of British Columbia and legally and more particularly described in Item 2(a) of Part 1 of this Form C - General Instrument (collectively the "Hotel Strata Lots");

B. The Hotel Manager's Strata Lot Owner is the registered owner in fee simple of those strata lots located in the City of Richmond, in the Province of British Columbia and legally and more particularly described in Item 2(b) of Part 1 of this Form C - General Instrument (collectively the "Hotel Manager's Strata Lots");

C. Pursuant to the development permit issued for the development of which the Hotel Strata Lots and Hotel Manager's Strata Lots form a part, the Hotel Strata Lots are to be used as a "hotel", as that term is defined in the City of Richmond Zoning and Development Bylaw; and

D. It is desirable, for the greater benefit and enjoyment of the Hotel Manager's Strata Lots and the Hotel Strata Lots, that certain restrictions be placed on the use of the Hotel Strata Lots and the Hotel Manager's Strata Lots so as to ensure that, at all times, the Hotel Strata Lots will be available for and operated in a collective manner as a hotel, and that the Hotel Manager's Strata Lots will be used to provide facilities considered necessary or desirable in the operation of a hotel, including an office with a public register as required by the City of Richmond's Zoning and Development Bylaw, and accordingly, the Hotel Strata Lot Owner and the Hotel Manager's Strata Lot Owner have agreed to enter into this Hotel Use Covenant.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and the sum of Ten (\$10.00) Dollars, now paid by each party hereto to the other (the receipt and sufficiency whereof are hereby acknowledged), each party hereto covenants and agrees with the other as follows:

1A. The Hotel Strata Lot Owner covenants and agrees, with the intent that this covenant shall run with and burden the Hotel Strata Lots and with the intent that this covenant shall be for the benefit of the Hotel Manager's Strata Lots, that the Hotel Strata Lot Owner will not occupy, use or permit to be occupied or used, all or any portion of the Hotel Strata Lots for any purpose other than for hotel use.

1B. The Hotel Manager's Strata Lot Owner covenants and agrees, with the intent that this covenant shall run with and burden the Hotel Manager's Strata Lots and with the intent that this covenant shall be for the benefit of the Hotel Strata Lots, that the Hotel Manager's Strata Lot Owner will not occupy, use or permit to be occupied or used, all or any portion of the Hotel Manager's Strata Lots for any purpose other than for hotel management and operation.

Definitions

1. In this Hotel Use Covenant:

- (a) the term "Hotel Asset Management Agreement" means the agreement attached hereto as Exhibit "A", as the same may be modified, amended, superseded or replaced from time to time, which Hotel Asset Management Agreement forms a part of this Hotel Use Covenant;
- (b) the term "Hotel Management System" shall mean a hotel management system, agreement or arrangement to provide for the orderly, consistent and uniform management of the Hotel Use of the Hotel Strata Lots and the Hotel Support Use of the Hotel Manager's Strata Lots, which Hotel Management System may include from time to time a hotel management agreement entered into between the Manager designated as such under the Hotel Asset Management Agreement and a third party hotel manager or operator;
- (c) the term "Hotel Support Use" means the use of the Hotel Manager's Strata Lots as may be necessary or desirable in the operation of the Hotel Management System pursuant to the Hotel Asset Management Agreement and use of the recreational and leisure facilities contained within the Hotel Manager's Strata Lots by the guests of the Hotel Strata Lots on such terms, and in accordance with the rules and regulations, established pursuant to the Hotel Asset Management Agreement;
- (d) the term "Hotel Use" shall mean the use of the Strata Lots for the purpose of carrying on the business of the commercial rental of the Hotel Strata Lots to the public for tourists', visitors' and travellers' transient accommodation pursuant to and in accordance with the Hotel Asset Management Agreement;
- (e) the term "Joinder in Covenant Agreement" means that agreement required to be executed and delivered pursuant to section 5 of this Agreement, a copy of which Joinder in Covenant Agreement is attached hereto as Exhibit "B";

- (f) the term "Registered Owner" shall mean the person registered in the register of the Land Title Office as owner in fee simple of the Strata Lot or, where there is a registered agreement for sale of the Strata Lot, the registered holder of the last registered agreement for sale;
- (g) the term "Strata Lot" shall mean any one of the Hotel Strata Lots or Hotel Manager's Strata Lots and the term "Strata Lots" shall mean all of them;
- (h) wherever the singular or masculine is used the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require;
- (i) every reference to a party is deemed to include heirs, executors, administrators, successors, assigns, officers and employees of such parties wherever the context so requires or allows; and
- (j) the headings are inserted for reference and convenience only and must not be used to construe or interpret the provisions hereof.

Use of Hotel Strata Lots

2. The Hotel Strata Lot Owner covenants and agrees, with the intent that this covenant shall run with and burden the Hotel Strata Lots and with the intent that this covenant shall be for the benefit of the Hotel Manager's Strata Lots, that for so long as the Hotel Manager's Strata Lots are used for Hotel Support Use, the Hotel Strata Lot Owner will not occupy, use or permit to be occupied or used, all or any portion of the Hotel Strata Lots for any purpose whatsoever other than for Hotel Use (pursuant to the Hotel Asset Management Agreement to the extent in force from time to time), and in this regard the Hotel Strata Lot Owner shall ensure that each of the Hotel Strata Lots shall only be available and offered for rental to the transient public through a Hotel Management System operated by the owner or lessee from time to time of the Hotel Manager's Strata Lots pursuant to the Hotel Asset Management Agreement and, to give full effect for the foregoing, section 1A above shall be construed and interpreted in accordance with, and the covenant set out therein shall be governed by the provisions of, this section 2 and in the event there is any inconsistency or discrepancy between the provisions of section 1A above and this section 2, the provisions of this section 2 shall govern and prevail.

Use of Hotel Manager's Strata Lots

3. The Hotel Manager's Strata Lot Owner covenants and agrees, with the intent that this covenant shall run with and burden the Hotel Manager's Strata Lots and with the intent that this covenant shall be for the benefit of the Hotel Strata Lots that for so long as the Hotel Strata Lots are used for Hotel Use, the Hotel Manager's Strata Lot Owner will not occupy, use or permit to be occupied or used, all or any portion of the Hotel Manager's Strata Lots for any purpose whatsoever other than for Hotel Support Use, and in this regard the Hotel Manager's Strata Lot Owner shall ensure that each of the Hotel Manager's Strata Lots shall only be available to the operator of the Hotel Management System for such use (pursuant to the Hotel Asset Management Agreement to the extent in force from time to time) and, to give full effect to the foregoing, section 1B above shall be construed and interpreted in accordance with, and the covenant set out therein shall be governed by the provisions of, this section 3 and in the event there is any inconsistency or discrepancy between the provisions of section 1B above and this section 3, the provisions of this section 3 shall govern and prevail.

Priority

4. The Hotel Strata Lot Owner and the Hotel Manager's Strata Lot Owner (or their respective successors in title) shall after execution hereof by it, cause this Hotel Use Covenant to have priority over all charges and encumbrances which may have been registered against title to the Hotel Strata Lots or Hotel Manager's Strata Lots in the Land Title Office save and except those as have been approved by both the Hotel Strata Lot Owner and the Hotel Manager's Strata Lot Owner.

General Matters

5. **The Hotel Strata Lot Owner and Hotel Manager's Strata Lot Owner (or their respective successors in title) shall each do and cause to be done all things and shall execute and cause to be executed all plans, documents and other instruments which may be necessary to give proper effect to the intention of this Hotel Use Covenant. Without limitation, the Registered Owner from time to time of any Hotel Strata Lot will, prior to and as a condition of the sale, transfer or assignment of the Strata Lot or any interest therein of which the Registered Owner is the owner, require the purchaser, transferee or assignee to duly execute and deliver to the Manager from time to time under the Hotel Asset Management Agreement the Joinder in Covenant Agreement duly completed by such purchaser, transferee or assignee and any purported sale, transfer or assignment made contrary to the provisions of this section will be deemed to be void and of no force or effect.**

6. **No amendment to this Hotel Use Covenant is valid unless in writing and executed by the parties. It is understood and agreed that the Hotel Asset Management Agreement may be modified, amended, superseded or replaced from time to time as may be permitted or required pursuant to the terms of the Hotel Asset Management Agreement. In the event that the Hotel Asset Management Agreement is so modified, amended, superseded or replaced, each of the Hotel Strata Lot Owner and the Hotel Manager's Strata Lot Owner (or their respective successors in title) will, if requested by the registered owner or lessee of the Hotel Manager's Strata Lots from time to time, promptly execute an amendment to this Hotel Use Covenant in registrable form setting out any amendment or modification to the Hotel Asset Management Agreement. Notwithstanding the foregoing and in any event the Manager designated as such under the Hotel Asset Management Agreement will at all times keep and maintain a true and correct copy of the Hotel Asset Management Agreement at the Hotel Manager's Strata Lots and make same available to any owner of a Hotel Strata Lot for review or copying.**

7. **The grantor hereby acknowledges and agrees that damages for breach of the covenants, restrictions and provisions set out in this restrictive covenant shall be difficult to determine. The grantor therefore covenants and agrees that the said covenants, restrictions and provisions may be enforced by temporary or permanent injunction without the necessity of a bond or other security and without proof of actual economic loss or other damage. The grantor acknowledges and agrees that the scope of the covenants, restrictions and provisions contained in this restrictive covenant is reasonable and commensurate with the protection of the grantee's legitimate interests.**

8. **All provisions of this Hotel Use Covenant are to be construed as covenants and should any section, or lesser portion of this Hotel Use Covenant, be held invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable portion shall be severed and the invalidity or unenforceability of such section or portion shall not affect the validity of the remainder which shall remain binding on the Hotel Strata Lots Owner and Hotel Manager's Strata Lot Owner and shall charge the Hotel Strata Lots and the Hotel Manager's Strata Lots and be enforceable to the fullest extent of the law.**

9. **Time is of the essence of this Hotel Use Covenant.**

10. **This Hotel Use Covenant shall charge the Hotel Strata Lots and Hotel Manager's Strata Lots and the burden of all the covenants herein shall run with the Hotel Strata Lots and Hotel Manager's Strata Lots and charge the Hotel Strata Lots and Hotel Manager's Strata Lots and every part into which the Hotel Strata Lots and Hotel Manager's Strata Lots may be divided or subdivided.**
11. **This Hotel Use Covenant shall enure to the benefit of and be binding upon the parties hereto. Without limiting the foregoing, this Hotel Use Covenant will bind any Registered Owner from time to time of any Strata Lot to the same extent as if that Registered Owner had executed and delivered this Hotel Use Covenant as the act and deed of such Registered Owner.**
12. **As evidence to their agreement to be bound by the above terms the parties each have executed and delivered this Hotel Use Covenant by executing Part 1 of the Land Title Act Form C to which this Hotel Use Covenant is attached and which forms part of this Hotel Use Covenant.**

EXHIBIT "A"**VANCOUVER AIRPORT HILTON****HOTEL ASSET MANAGEMENT AGREEMENT**

THIS AGREEMENT made as of this 10th day of June, 1999.

BETWEEN:

Vancouver Airport Centre Ltd., 3rd Floor, 100 Park Royal, West Vancouver,
British Columbia

(the "Owner-Developer")

AND:

Vancouver Airport Centre Ltd., 3rd Floor, 100 Park Royal, West Vancouver,
British Columbia

(the "Asset Manager")

WHEREAS:

A. The Owner-Developer is the registered owner in fee simple of those strata lots located in the City of Richmond, in the Province of British Columbia, described as:

Municipality of Richmond
Strata Lots 1 to 201, inclusive, 203 to 232, inclusive, 234 to 239 inclusive
Section 5
Block 4 North
Range 6 West
New Westminster District
Strata Plan LMS3896

B. The Asset Manager is the registered owner in fee simple of those strata lots located in the City of Richmond, in the Province of British Columbia, described as:

Municipality of Richmond
Strata Lots 202, 233, 240, 241, 247 and 249
Section 5
Block 4 North
Range 6 West
New Westminster District
Strata Plan LMS3896

D. Pursuant to the Hotel Use Covenant, the Hotel Strata Lot Owner and the Asset Manager have agreed to enter into this Hotel Asset Management Agreement and to engage and appoint the Asset Manager to act as the Owner's exclusive manager and agent in respect of the management of the Hotel Strata Lots in connection with the operation of the Hotel as required by the Hotel Use Covenant and the Asset Manager has agreed to perform such services for the Owner, all in accordance with the terms and conditions set out in this Agreement;

E. The Owner-Developer has sold or intends to sell Hotel Strata Lots to Owners and as a condition of sale each Owner will, prior to acquiring title to a Strata Lot, enter into a joinder in covenant agreement prepared by the solicitor for the Owner-Developer, pursuant to which such Owner will covenant and agree to be bound by, carry out and fulfil each and every term and condition of the Owners hereunder.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 **Definitions.** In this Agreement, including the recitals hereto, the following terms have the following meanings:

- (a) **"Commencement Date"** means the first day of the month following the date that the Hotel is opened by the Asset Manager for business as a hotel which date will be determined by the Asset Manager;
- (b) **"Condominium Act"** means the Condominium Act (British Columbia);
- (c) **"Development"** means the condominium development in which the Hotel Premises are located;
- (d) **"Equipment"** means all furniture, appliances, equipment, fixtures and housewares in a Strata Lot and owned by the Owner of such Strata Lot from time to time;
- (e) **"FF&E Reserve"** means the reserve established by the Asset Manager pursuant to Section 7.5;
- (f) **"Food and Beverage Revenue"** means and shall include all sales and receipts of every kind and nature from the sale of foods, beverages and related services within the Hotel Premises, whether sold for consumption on or off the Hotel Premises, and receipts from banquet, convention and meeting functions, food catering, room service, mini bar and similar food and beverage services, but shall not include any sales, goods and services, hotel, entertainment or similar taxes collected in respect thereof;
- (g) **"Franchise Agreement"** means any franchise, license or similar agreement entered into between the Asset Manager and an established and recognized national or international hotel chain and includes the License Agreement;
- (h) **"Gross Rental Revenue"** means, for any period, all amounts collected by the Asset Manager pursuant to this Agreement in consideration for the use and enjoyment of the Hotel Strata Lots, including:
 - (i) rent or room charges;
 - (ii) telephone revenue;
 - (iii) movie rental revenue;

- (iv) vending machine revenue;
 - (v) Food and Beverage Revenue and Meeting Room Revenue;
 - (vi) any amounts collected in respect of lost rent or room charges under any business interruption insurance,
- and excluding:
- (vii) any applicable excise, sales, hotel room and other taxes, rates and charges;
 - (viii) revenue from any portion of the Development other than Hotel Strata Lots;
 - (ix) gratuities paid to employees of the Hotel; and
 - (x) proceeds of insurance other than those described above;
- (i) **"Guest"** means a person or persons to whom a Hotel Strata Lot is rented by the Asset Manager from time to time;
- (j) **"Hotel"** means the hotel facility which will be managed by the Asset Manager, utilizing the Hotel Premises, pursuant to the terms of this Agreement and the Hotel Use Covenant and in accordance with any Franchise Agreement in force from time to time;
- (k) **"Hotel Expenses"** means any and all expenses incurred in connection with the operation, maintenance, management and rental of Hotel Strata Lots including but not limited to:
- (i) advertising, marketing and promotional expenses, costs and fees;
 - (ii) credit card and travel agent commissions;
 - (iii) hotel royalty fees, hotel licensing fees and any and all licensing, royalty, advertising, marketing, reservation or other charges, fees or expenses or other payments required to be made under any Franchise Agreement entered into by the Asset Manager from time to time;
 - (iv) utility costs and charges, telephone charges and cablevision charges;
 - (v) municipal, civic and hotel association surcharges;
 - (vi) the costs and expenses related to the ownership, use, operation, maintenance, repair and replacement of the Hotel Manager's Strata Lots, including property taxes and strata corporation fees and assessments, and municipal and provincial business and license fees related thereto, including without limitation, those Hotel Manager's Strata Lots designated from time to time as meeting rooms and business centres, food and beverage facilities and recreational facilities;
 - (vii) the cost of maintaining, repairing, upgrading and replacing Equipment and the Hotel Premises;
 - (viii) any amounts payable to and in respect of the employees of the Hotel, including the general manager and all other employees and personnel necessary for the proper operation of the Hotel,

including hiring costs and expenses, fringe benefits, training, withholding amounts, any costs of employee meal programs and costs of termination;

- (ix) the cost of all Operating Supplies and Expendables;
- (x) any costs and expenses relating to the maintenance and repair of the Hotel Premises;
- (xi) the costs and expenses of purchasing, leasing, renting, maintaining, repairing, upgrading and replacing any Hotel FF&E and vending machines;
- (xii) the cost of insurance; and
- (xiii) for greater certainty, and notwithstanding any provision of this Agreement, shall, in respect of the initial Operating Year hereunder, include any and all Pre-Opening Costs;

but excluding the following:

- (xiv) the Owners' Strata Lot Expenses;
 - (xv) depreciation and amortization;
 - (xvi) any taxes personal to the Owners, including income taxes, capital taxes and large corporation taxes; and
 - (xvii) debt service payments payable by the Owners;
- (l) **"Hotel Expenses Reserve"** means a reserve established by the Asset Manager pursuant to Section 7.4;
 - (m) **"Hotel FF&E"** means all systems, furniture, equipment, fixtures and furnishings considered by the Asset Manager necessary or desirable for the proper operation of the Hotel and situated in the Hotel Premises including without limitation furniture, office equipment, computer systems, signs, telephones, telephone systems, security systems, electronic, video, stereo and audio equipment, window coverings, works of art and reproductions, carpeting, beds and linens;
 - (n) **"Hotel Manager's Strata Lots"** means strata lots 202, 233, 240, 241, 247 and 249 Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan No. LMS3896, together with any limited common property designated for the exclusive use of any such strata lots;
 - (o) **"Hotel Premises"** means the Hotel Strata Lots and the Hotel Manager's Strata Lots together with the common property and common facilities appurtenant thereto;
 - (p) **"Hotel Strata Lots"** means strata lots 1 to 201, inclusive, 203 to 232, inclusive, 234 to 239 inclusive, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan No. LMS3896, together with any limited common property designated for the exclusive use of any such strata lots and, for greater certainty, shall not include the Hotel Manager's Strata Lots;
 - (q) **"Hotel Support Use"** means use of the Hotel Manager's Strata Lots as may be necessary or desirable in the operation of a hotel management system for the orderly, consistent and uniform management of the Hotel Premises pursuant to the terms and conditions this Agreement and the Hotel Use Covenant

- and use of the recreational and leisure facilities contained within the Hotel Manager's Strata Lots by the Guests on such terms, and in accordance with such rules and regulations, established pursuant to this Agreement and the Hotel Use Covenant;
- (r) **"Hotel Use Covenant"** means the restrictive covenant registered or to be registered against title to the Hotel Strata Lots in favour of the Hotel Manager's Strata Lots in respect of the use of the Hotel Strata Lots and against the Hotel Manager's Strata Lots in favour of the Hotel Strata Lots in respect of the use of the Hotel Manager's Strata Lots;
- (s) **"Interest Upon Destruction"** means the interest upon destruction for a Hotel Strata Lot or all Hotel Strata Lots, as the case may be, as set out in the strata plan creating the Hotel Strata Lots;
- (t) **"License Agreement"** means the license agreement between the Asset Manager and Hilton Inns, Inc., together with any amendments thereto, pursuant to which the Hotel will be licensed to operate as a Hilton franchised hotel;
- (u) **"Management Fee"** means the fees payable to the Asset Manager for the services to be provided by it pursuant to this Agreement as described in Sections 8.1 hereof;
- (v) **"Meeting Room Revenue"** means all revenue generated from the operation of meeting rooms and business centres operated within those Hotel Manager's Strata Lots designated by the Asset Manager as meeting rooms from time to time;
- (w) **"Monies Available For Distribution"** means, at any time, monies remaining in the Operating Account after disbursement and payment of the amounts contemplated by subsections 7.1(a) to (f) inclusive, of this Agreement;
- (x) **"Operating Account"** means the account or accounts maintained by the Asset Manager in accordance with Section 7.1;
- (y) **"Operating Supplies and Expendables"** means any supplies used or consumed in the operation, maintenance and repair of the Hotel including, without limitation, laundry supplies, linens, housekeeping supplies, cleaning supplies, accounting supplies, uniforms, inventories, paper supplies and all other similar items necessary or appropriate for the operation, maintenance and repair of the Hotel;
- (z) **"Operating Year"** means:
- (i) firstly, the period from the Commencement Date to and including the last day of the month immediately preceding the first anniversary of the Commencement Date; and
- (ii) thereafter, each period of 12 consecutive months;
- (aa) **"Owner"** means the registered owner(s) of a Hotel Strata Lot from time to time, including the Owner-Developer, any purchaser of such Hotel Strata Lot from the Owner-Developer and any successor in title of any such purchaser;
- (bb) **"Owners"** means all of the owners of Hotel Strata Lots;
- (cc) **"Owner's Strata Lot Expenses"** means the following amounts payable in respect of the Strata Lot:

- (i) property taxes and other charges assessed or levied by the City of Richmond together with the property taxes;
- (ii) monthly maintenance fees and other amounts payable to the Strata Corporation under the bylaws of the Strata Corporation as a reimbursement to the Strata Corporation for expenses incurred by the Strata Corporation and payable by an Owner (and for greater certainty, such fees and amounts shall include any contingency or other reserve paid by Hotel Strata Lot Owners to the Strata Corporation under the Condominium Act or pursuant to the bylaws of the Strata Corporation, the cost of equipment leased in connection with the operation of Hotel and each Owner's pro rata share of an annual user fee payable to the owner of the Hotel Manager's Strata Lots, which fee will initially be in the amount of \$175,000, payable in equal monthly instalments in advance during the first Operating Year and which fee will be increased on each anniversary of the commencement of the first Operating Year by a percentage equal to the published annual rate of inflation for the last complete calendar year preceding such anniversary (with such rate to be determined by reference to the Consumer Price Indices for general goods and services published by Statistics Canada) and which fee is, for greater certainty, in addition to the costs and expenses relating to the Hotel Manager's Strata Lots described above at paragraph 1.1(k)(vi));
- (dd) "**Pre-Opening Costs**" means any and all pre-opening advertising, marketing and promotional expenses, costs and fees incurred and paid by the Asset Manager on behalf of all Owners prior to the Commencement Date which, based on discussions with Hilton Inns, Inc. are estimated to be approximately \$600,000.00, and in respect of which the Asset Manager shall be reimbursed as provided in Section 7.3 hereof;
- (ee) "**Proportionate Share**" means, for any period, a share of an amount calculated by multiplying such amount by the following fraction:

The Interest Upon Destruction for a Hotel Strata Lot divided by the total Interest Upon Destruction for all of the Hotel Strata Lots;
- (ff) "**Strata Corporation**" means the corporation created upon the registration of the strata plan creating a separate legal title to the Strata Lot;
- (gg) "**Strata Lot**" means any of the Hotel Strata Lots;
- (hh) "**Strata Lot Purchase Price**" means the purchase price paid by an Owner to the Owner-Developer as consideration for the conveyance of a Strata Lot to the Owner, exclusive of goods and services and any other applicable taxes.

ARTICLE 2 - TERM

2.1 **Initial Term.** The initial term of the appointment of the Asset Manager as the Owner's manager under this Agreement will be a period commencing on the execution hereof and terminating on the later of the date on which the License Agreement terminates or midnight on the twentieth (20th) anniversary of the Commencement Date (the "Initial Term"). For purposes of this Agreement, the word "Term" means the Initial Term and any extensions thereof pursuant to Section 2.2.

2.2 **Renewals by the Asset Manager.** Following the Initial Term and provided that this Agreement is then in force, the appointment of the Asset Manager as the Owner's manager pursuant to this Agreement will be automatically renewed (without the requirement for notice by either the Owner or the Asset Manager) for two successive periods of ten years each (each called a "Renewal Term"), provided that the Asset Manager, in its sole discretion, has not given the Owners written notice of its election not to renew such appointment on or before the date which is six months prior to the end of the then existing Initial Term or Renewal Term, as the case may be.

ARTICLE 3 - HOTEL MANAGEMENT AND USE

3.1 **Management of Hotel.** Each Owner hereby appoints the Asset Manager as its sole and exclusive manager to operate, maintain, manage and rent its Strata Lot or Strata Lots during the Term, and any renewals thereof, in accordance with the terms and conditions set out in this Agreement and the Hotel Use Covenant and to undertake, on an exclusive basis, on behalf of, for, and as the agent for the Owner, all duties and obligations coming within the scope of the management and marketing of the Hotel.

3.2 **Subcontracting by the Asset Manager.** The Asset Manager has the right to enter into subcontracts or similar agreements with other entities, which may be related to the Asset Manager, for the provision of all or any portion of the services contemplated by this Agreement, including, without limitation, the services of a hotel manager. The Owner acknowledges that the Asset Manager will be entering into a hotel management agreement with HMS Hospitality Management Services Limited and that this hotel management agreement, in common with all other hotel management agreements entered into by the Asset Manager during the term of the License Agreement, will require the approval of Hilton Inns, Inc.

3.3 **Assignment by the Asset Manager.** The Asset Manager will have the right to assign its interest in this Agreement and have its obligations thereunder assumed by another hotel manager provided always that the Asset Manager must, concurrently with such assignment, make available the Hotel Manager's Strata Lots to the assignee in accordance with the provisions of the Hotel Use Covenant and obtain the consent to such assignment by Hilton Inns, Inc., if required, pursuant to the License Agreement.

3.4 **Opening.** From the date an Owner acquires title to a Strata Lot to the Commencement Date, such Owner hereby covenants and agrees to make the Strata Lot exclusively available to the Asset Manager in preparing for the opening of, and in opening, the Hotel. During such trial period, the Asset Manager shall pay the Owner's Proportionate Share of Hotel Expenses and shall be entitled to collect and retain the Owner's Proportionate Share of Gross Rental Revenue.

3.5 **Use.** The Hotel Strata Lots will be operated collectively as a Hotel, will be used only for the purpose of Hotel Use as defined in and in accordance with the Hotel Use Covenant and only in accordance with this Agreement and the Hotel Use Covenant. Any use of any Strata Lot will comply with this Agreement and the License Agreement (while it is in force) and all applicable laws, bylaws, rules and regulations of the Strata Corporation and the Hotel Use Covenant.

3.6 **Strata Corporation Bylaws.** Without limiting any proxy granted by the Owner to the Asset Manager, pursuant to Section 5.4 or otherwise, each Owner hereby covenants and agrees that it will not vote in favour of any bylaw of the Strata Corporation, or any amendment of same, which conflicts with a term or condition set out in this Agreement or the Hotel Use Covenant or the purpose and intent hereof or thereof.

ARTICLE 4 - MANAGER'S RESPONSIBILITIES

4.1 **Asset Manager's Responsibilities and Powers.** The Asset Manager is authorized and empowered to operate, maintain, manage and rent the Hotel Strata Lots and, in so doing, the Asset Manager agrees that it will:

- (a) use commercially reasonable efforts to rent the Hotel Strata Lots, during the Term;
- (b) cause Guests to abide by the rules and regulations pertaining to the Hotel Strata Lots including the applicable bylaws and regulations of the Strata Corporation;
- (c) determine the rates, charges and rentals of the Hotel Strata Lots, having regard to comparable market rates for hotels similar to the Hotel Premises;
- (d) collect all rents, fees, taxes and other amounts payable in connection with the operation of the Hotel Premises, give receipts and acknowledgements therefor, and to the extent that such actions are commercially reasonable, maximize each Owner's Proportionate Share of Monies Available for Distribution over the Term and make abatements and allowances in respect thereof (including providing complementary accommodation);
- (e) provide the Guests such notices and statements as may be required from time to time;
- (f) operate, supervise, manage, maintain, control and rent the Hotel Premises, in such manner as would a prudent manager of a rental condominium hotel similar to the Hotel;
- (g) keep or cause to be kept full and adequate books of account and such other reasonable records reflecting the Gross Rental Revenue for the Hotel Premises, Hotel Expenses, Management Fee, FF & E Reserve, Hotel Expenses Reserve, and the Owner's Proportionate Share thereof, and provide at least annually audited financial statements with respect to the foregoing to the Owner and, at the written request of the Owner, to any person to whom Section 5.3 (d) applies;
- (h) to the extent not already authorized hereunder, warn off and prohibit and proceed against any person who trespasses upon the Hotel or any part of the Hotel with the knowledge of the Asset Manager by due process of law as the Asset Manager may deem appropriate either before or after such warning off or prohibition;
- (i) use reasonable commercial efforts to ensure that the Hotel and the use and occupancy thereof comply with all fire and safety codes, rules and requirements of all governmental or regulatory authorities, including the bylaws and applicable rules and regulations of the Strata Corporation, subject at all times to the duties of each Owner as the owner of a Strata Lot and provided that the Asset Manager will not be obligated to advance or utilize any of its own funds in respect of the foregoing;
- (j) take out and maintain at all times during the Term the insurance required by any Franchise Agreement in force from time to time and, at a minimum, the following insurance:
 - (i) comprehensive public liability insurance in an amount of at least \$2,000,000 for claims for personal injury, death, or property damage arising out of any one occurrence;

- (ii) any innkeeper's liability, worker's compensation or other similar insurance as may be required by law;
- (iii) employer's liability insurance with a minimum liability limit of \$1,000,000;
- (iv) fidelity and honesty insurance in such reasonable amount as the Asset Manager shall deem advisable; and
- (v) contents and business interruption insurance as the Asset Manager shall deem advisable;
- (k) faithfully perform its duties and responsibilities hereunder and to otherwise use reasonable commercial efforts to supervise and direct the operation of the Hotel Premises in an efficient and profitable manner consistent with the standard of the Development and with the standards of operation required by any Franchise Agreement in force from time to time, it being the intention of the parties that the Asset Manager will have the sole and exclusive right, as between the Asset Manager and any Owner, to determine all operating policies with respect to reasonable standards of operations, quality of services and any other matters affecting the rental of a Strata Lot or the operation of the Hotel;
- (l) procure and maintain all such licenses and permits as are necessary in connection with the performance by the Asset Manager of its obligations under this Agreement;
- (m) provide such general administrative, supervisory and management staff, as employees or contractors of the Asset Manager and not of the Owners;
- (n) advertise and promote the Hotel including, where considered appropriate by the Asset Manager from time to time, entering into, modifying and terminating from time to time Franchise Agreements with hotel chains or reservation and advertising systems pursuant to which the Hotel is operated, on such terms and conditions as the Asset Manager may consider appropriate and reasonable (for greater certainty, the costs and expenses of which, and fees and payments payable thereunder, shall be considered Hotel Expenses);
- (o) purchase or contract for such supplies and services as are required to operate the Hotel and keep in stock such cleaning and other Operating Supplies and Expendables, as may from time to time be required or advisable to carry out the obligations of the Asset Manager under this Agreement (for greater certainty, the costs and expenses of which shall be considered Hotel Expenses);
- (p) make such minor repairs and maintenance of the Hotel as in the Asset Manager's opinion are required to keep the Hotel in an appropriate state of repair;
- (q) provide housekeeping service to the Hotel as required;
- (r) use and operate the Hotel Manager's Strata Lots as an integrated part of the Hotel, in accordance with this Agreement and the Hotel Use Covenant;

- (s) make the Hotel Manager's Strata Lots available as part of the Hotel at all times during the Term, and any renewals thereof, and not use the Hotel Manager's Strata Lots for any purpose other than for the operation of the Hotel in accordance with this Agreement and the Hotel Use Covenant;
- (t) be responsible for the general organization of the Hotel;
- (u) develop and implement sales, advertising, personnel, employment, training, purchasing and maintenance programs consistent with the provisions of this Agreement;
- (v) implement administrative accounting, budgeting and operational policies and practices as used in hotels similar to the Hotel; and
- (w) arrange for the negotiation and execution of contracts which are normally entered into in the scope of hotel operations and preparation of the corresponding legal documentation.

4.2 **Maintenance and Repair to Hotel Strata Lots.** The Asset Manager will keep the Hotel Manager's Strata Lots, and will, on behalf of all Owners, keep the Hotel Strata Lots, in substantially the same condition as they were in on the Commencement Date, normal wear and tear excepted, and the costs of doing so will be considered Hotel Expenses or Owner's Strata Lot expenses as the case may be and without duplication. Each Owner acknowledges and agrees that the costs and expenses of such maintenance and repair will be shared by the Owner, together with all the other Owners, in accordance with their respective Proportionate Share thereof and that each Owner will pay the Owner's Proportionate Share thereof. The Asset Manager shall not be obliged to carry out, or cause to be carried out, any repairs, replacement, or maintenance to or of the Hotel Strata Lots, or any Equipment or Hotel FF&E, unless and until funds are made available to the Asset Manager for such purpose pursuant to the terms of this Agreement.

4.3 **Franchise Agreement.** The Owner acknowledges and agrees that the Asset Manager has entered into or expects to enter into the License Agreement and that the Owner will not at any time during the term of the License Agreement do any thing, commit any act or permit anything to be done to cause the Asset Manager to be in default of the License Agreement and without limitation the Owner acknowledges that it is fundamental to the obligations of the Asset Manager under the License Agreement that all of the Hotel Strata Lots be made available to the Asset Manager in order to operate the Hotel in accordance with and as required by the License Agreement and that both the Asset Manager and Hilton Inns, Inc. will suffer substantial damages in the event that the Owner is in breach of its obligations hereunder. The Owner further acknowledges that the Asset Manager has the right to amend or terminate the License Agreement in accordance with its terms and enter into such other Franchise Agreements or similar agreements from time to time as in its discretion is deemed necessary or desirable and in doing so the Owner will at all times be bound thereby.

4.4 **General Authority of Asset Manager.** Without limiting the generality of any other provision of this Agreement, the Asset Manager is hereby afforded full power and authority (which power and authority, or any part of it, the Asset Manager shall be entitled to delegate as it shall, in its discretion, deem appropriate) to operate, maintain, manage and rent each Strata Lot and to operate the Hotel as a single business entity on behalf of all of the Owners in the manner contemplated by this Agreement, and will have all power and authority to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement or document as the Asset Manager may deem necessary, incidental or desirable in this regard.

ARTICLE 5 - OWNER'S RESPONSIBILITIES AND AUTHORIZATIONS**5.1 Owner's Responsibilities. Each Owner will:**

- (a) during the Term and any renewal thereof, make, or cause to be made, the Hotel Strata Lots exclusively available to the Asset Manager and only use the Hotel as a Guest pursuant to the terms and conditions established by the Asset Manager for Guests;
- (b) strictly comply with the terms and conditions of the Hotel Use Covenant, this Agreement and, upon the sale, transfer or assignment of the Strata Lot, with the Securities Act and the Real Estate Act and any applicable rules or regulations and provide the purchaser, assignee or transferee with access to the financial information provided to the Owner by the Asset Manager pursuant to this Agreement for at least the two years immediately prior to the completion of such transaction;
- (c) allocate income and loss relating to this Agreement for income tax purposes and make any filings with Revenue Canada as may be necessary pursuant to the provisions of the Income Tax Act (Canada) or any regulation thereof and any tax treaty (for greater certainty, the Asset Manager shall have no responsibility for making any filings with Revenue Canada in respect of the rental of the Hotel Strata Lots but may, on behalf of an Owner and at its expense, prepare or cause to be prepared such filings which an Owner will promptly sign on request);
- (d) to the extent not already authorized hereunder, authorize the Asset Manager to control the keys, in accordance with modern hotel security standards, for the Hotel Strata Lots, the entrance to the Hotel and any other facility located in the Hotel Premises and the Owner hereby authorizes the Asset Manager to duplicate any such keys as required by the Asset Manager;
- (e) to the extent not already required hereunder, ensure that the Asset Manager, the Asset Manager's agents and representatives and the Guests of the Hotel Strata Lots have full, free and uninterrupted access to the Hotel Strata Lots as contemplated by this Agreement;
- (f) promptly pay when due all amounts owing under any financing of the Hotel Strata Lots arranged by the Owner and to the extent not paid by the Asset Manager on behalf of the Owner out of the funds available for that purpose in the Operating Account, all real property taxes, monthly maintenance fees and other amounts payable to the Strata Corporation, and all other taxes, rates, levies and assessments in respect of or relating to the Hotel Strata Lots;
- (g) not permit any lien, charge or encumbrance to be filed against title to any of the Hotel Premises except in connection with the Owner's financing of a Strata Lot owned by that Owner and not permit any lien, charge or encumbrance to be registered against the Owner's interest in the Equipment;
- (h) pay and be responsible for its Proportionate Share of all Hotel Expenses;
- (i) protect, indemnify, and save harmless the Asset Manager from and against any and all actions, proceedings, claims, demands, losses, damages (including punitive damages), costs, suits, judgments, penalties, expenses and liabilities of any kind or nature arising directly or indirectly out of or in connection with the rental of each Strata Lot or incurred by the Asset Manager within the scope of its authority in connection with the management and rental of each Strata Lot; and

- (j) not charge the Asset Manager or hold it responsible for any liability for any error of judgment or for any mistake of fact or law or for anything which it may do or refrain from doing in connection with this Agreement except in case of gross negligence or wilful misconduct.

5.2 Owner's Authorizations. To the extent not already authorized hereunder, each Owner hereby irrevocably authorizes the Asset Manager to take any and all such steps as are reasonably necessary or desirable to enable the Asset Manager to perform efficiently its functions and duties under this Agreement, any hotel management agreement in force from time to time and the License Agreement (or any Franchise Agreement which supersedes or replaces the License Agreement), including, without limitation, depositing and withdrawing funds from the Operating Account as set out herein and performing the Asset Manager's obligations set out in herein and the Owner hereby irrevocably appoints the Asset Manager to be the attorney of the Owner, which appointment is coupled with an interest, to execute all necessary instruments and documents of whatsoever kind or nature and to take or cause to be taken all such steps, actions or proceedings, in the name of and on behalf of the Owner, as fully and effectually in every respect as the Owner itself could do in respect of the matters herein contained, including the right to institute or defend legal proceedings in respect of the same in relation to which the Owner hereby covenants and agrees to provide the Asset Manager with all documents and instruments of whatsoever nature reasonably required by the Asset Manager and to cooperate with the Asset Manager in instituting or defending legal proceedings as aforesaid, provided that the Asset Manager will not be obligated to institute or defend any such legal proceedings and that such legal proceedings will be undertaken at the sole cost and expense of the Owner. Each Owner hereby specifically authorizes the Asset Manager to use the FF&E Reserve and the contingency reserve fund of the Hotel Section of the Strata Corporation as required to maintain and repair the Hotel Premises and the Hotel FF&E.

5.3 Sale of the Strata Lot. Each Owner and the Asset Manager agree as follows:

- (a) if at any time such Owner wishes to sell, lease, mortgage or otherwise directly or indirectly dispose of a Strata Lot and his or her interest in the Equipment (collectively, the "Interest"), the Owner will notify the Asset Manager in writing thereof forthwith;
- (b) the Owner shall inform the Asset Manager in writing of persons authorized to view or show the Strata Lot, which persons will be responsible for arranging to view the Strata Lot while it is not occupied by Guests;
- (c) prior to entering into any contract or agreement with any purchaser, lessee or mortgagee of the Interest or any interest therein, the Owner will notify the proposed purchaser, lessee or mortgagee thereof or any interest therein of the existence and substance of this Agreement and the fact that the ownership, use, sale, transfer, mortgage or assignment of the Interest is subject to the rights of the Asset Manager and Guests pursuant to this Agreement and to the Hotel Use Covenant and provide the proposed purchaser, lessee or mortgagee with a true copy of this Agreement and the Hotel Use Covenant;
- (d) the Owner will not directly or indirectly sell, transfer, assign or otherwise directly or indirectly dispose of the Interest or any interest therein unless:
- (i) the Owner provides access to the purchaser, assignee or transferee to the financial information provided to the Owner by the Asset Manager pursuant to this Agreement for at least two years prior to the completion of such transaction; and

- (ii) the proposed purchaser or lessee covenants pursuant to an agreement in writing in favour of the Asset Manager, in the form reasonably required by the Asset Manager, to fully assume and be bound by this Agreement and the Hotel Use Covenant;
- (e) the Owner will not directly or indirectly mortgage or otherwise encumber the Interest or any interest therein unless prior to the completion of such transaction the proposed mortgagee or encumbrance holder provides an acknowledgement in writing in favour of the Asset Manager, in form reasonably required by the Asset Manager, in which such mortgagee or encumbrance holder acknowledges that the use of the Strata Lot is subject to and any owner thereof from time to time is bound by the terms of this Agreement and the Hotel Use Covenant;
- (f) the Owner will only sell, lease, mortgage or encumber the Interest in its entirety, and not any part thereof;
- (g) the Owner and its purchaser, lessee or mortgagee will notify the Asset Manager of the completion of the sale, lease or mortgage transaction and provide the Asset Manager with reasonable evidence thereof; and
- (h) the Asset Manager will not be required to make any adjustments as between the Owner and any purchaser or lessee of the Interest or any interest therein and the Asset Manager will be deemed to have fully discharged its obligations hereunder if the Asset Manager pays the Owner's Proportionate Share of Monies Available for Distribution to or to the order of the person who was, according to the records of the Asset Manager, the registered owner of the Strata Lot on the day the relevant payment was made.

5.4 **Proxies.** Subject to the exercise by any mortgagee of the right to vote for and on behalf of an Owner as the proxy of the Owner pursuant to any previous appointment of any mortgagee of the Strata Lot as the Owner's proxy, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Owner) the Owner hereby irrevocably during the term of this Agreement nominates, constitutes and appoints the Asset Manager to be the proxy for the Owner, to receive notice of and to attend in the place and stead and for and on behalf of the Owner at such meetings of the Strata Corporation as the Asset Manager may from time to time and at any time wish to attend, and to act and vote or refrain from acting or voting in the place and stead and for and on behalf of the Owner on any and all matters where the Owner has the power or right to act or vote conferred on it by or under the Condominium Act (British Columbia), the bylaws or rules and regulations of the Strata Corporation as owner of the Strata Lot or otherwise. The Owner will promptly execute such proxy or proxies, whether general or specific, as the Asset Manager may hereafter request for the foregoing purpose, provided however that from and after the date of this Agreement no instrument or proxy shall be necessary to give the Asset Manager the powers or rights conferred in this Section 5.4. Nothing contained in this Section 5.4 will require the Asset Manager to attend any meeting of the Strata Corporation or act or vote in any particular way and the Owner acknowledges and agrees that the Asset Manager will not be directly or indirectly liable to the Owner or any person claiming through or under the Owner in connection with the Asset Manager's exercise or failure to exercise any of such rights provided that the Asset Manager acts in good faith. This irrevocable appointment shall survive and remain in full force and effect notwithstanding the death or incapacity of the Owner and, without limiting Section 10.11 herein, shall be binding upon the heirs, executors, legal representatives, successors and permitted assigns of the Owner.

ARTICLE 6 - OWNER'S USE OF A HOTEL STRATA LOT

6.1 **Use of Strata Lot by Owner.** The parties agree that the terms and conditions set out in Schedule A hereto are binding upon the Owner and the Asset Manager and are hereby incorporated into this Agreement. Other than the Owners of Hotel Strata Lots which are used for food and beverage services or

meeting and ballroom areas who will not be permitted any personal use of their Strata Lots, each Owner will be permitted to use his Strata Lot in accordance with Schedule A hereto and in no other manner whatsoever. The Asset Manager will use reasonable efforts to accommodate any booking request by any Owner pursuant to Schedule A. If any Owner proposes to book the use of the Strata Lot in accordance with Schedule A, the Asset Manager will not be responsible if the Owner's Strata Lot has been otherwise booked, provided that the Asset Manager has complied with Section 3.5. Notwithstanding anything contained in Schedule A, the Owners will be bound by and comply with the rules and regulations pertaining to the Hotel Strata Lots, including without limitation, those set out in this Agreement and the License Agreement (while it is in force) and all applicable laws, bylaws, rules and regulations of the Strata Corporation and the Hotel Use Covenant.

6.2 Standard Charges. The Owner will pay the standard charges established by the Asset Manager with respect to Hotel services and room rates, including, without limitation, for the following:

- (a) telephone calls;
- (b) in-room entertainment;
- (c) in-room refreshment centre;
- (d) vending machine charges;
- (e) parking charges;
- (f) food and beverage charges; and
- (g) purchases of other goods and services offered by the Asset Manager.

If the Owner does not pay any fee or charge set out in this Section 6.2, the Asset Manager may deduct such amount from the Owner's Proportionate Share of Monies Available for Distribution. All of the fees and charges set out in this Section 6.2 received by the Asset Manager will be included in Gross Rental Revenue.

6.3 No Charge for Common Property or Common Facilities. Except as set out in Section 6.2, the Asset Manager will not charge any Owner for the use or enjoyment of his Strata Lot or any portion of the Hotel Premises, provided that such use is in accordance with this Article 6 and Schedule A.

6.4 Request to Use Different Strata Lot. If the Owner's Strata Lot is reserved under Schedule A, the Asset Manager may, at any time, request the Owner to use a Hotel Strata Lot other than his Strata Lot.

6.5 Owner Election Not to Use. The Owner will forthwith notify the Asset Manager, in writing, if the Owner determines or discovers at any time that the Owner will not use his Strata Lot on the days for which the Owner gave notice of the Owner's use thereof pursuant to Schedule A and the Asset Manager may then rent out the Strata Lot to Guests on such days. Such notification shall be subject to the provisions of Schedule A and the Asset Manager's standard room reservation cancellation policy in effect at the time.

6.6 Use by or on behalf of Owner. No Owner will use or permit any person to use his Strata Lot or the common property or common facilities of the Hotel except in accordance with this Article 6 or with the prior written consent of the Asset Manager which consent may be unreasonably withheld. The Owner will be responsible for any use of the Hotel Premises by the Owner and for any amount payable by the Owner to the Asset Manager hereunder in respect of such use of the Hotel Premises. Under no circumstances will the Owner,

during the Term, directly or indirectly charge rent or accept any form of consideration for the use of his Strata Lot except in accordance with this Agreement.

ARTICLE 7 - OPERATING ACCOUNT AND OWNER'S REVENUE

7.1 **Operating Account.** The Asset Manager will maintain an account or accounts in respect of Gross Rental Revenue in a financial institution in British Columbia qualified to engage in the banking or trust business in British Columbia. Each Owner acknowledges and agrees that the Operating Account will contain Gross Rental Revenue relating to the Hotel Premises and that the Owner's funds will be commingled with the funds of the other Owners of Hotel Strata Lots. The Asset Manager will deposit all Gross Rental Revenue in the Operating Account from time to time. All funds held in the Operating Account will be held for the benefit of the Owners of the Hotel Strata Lots (in accordance with each Owner's Proportionate Share), and the Asset Manager will disburse such funds on behalf of each Owner of Hotel Strata Lots in the following order of priority:

- (a) first, to the payment of hotel room taxes and other taxes, rates and charges applicable or relating to the Gross Rental Revenue and deposited into the Operating Account which must be remitted to applicable governmental authorities;
- (b) then, to the payment of all credit card and travel agent commissions applicable or relating to the Gross Rental Revenue and deposited into the Operating Account;
- (c) then, to the payment of each Hotel Strata Lot Owner's Proportionate Share of all Hotel Expenses pursuant to Section 7.3;
- (d) then, to the payment of the Management Fee and other amounts owing to the Asset Manager pursuant to this Agreement, including earned and accrued but unpaid Management Fees for the previous month or months;
- (e) then, to the Hotel Expenses Reserve, or to the repayment of the Asset Manager's loan relating to such reserve, in accordance with Section 7.4;
- (f) then, to the FF&E Reserve in accordance with Section 7.5;
- (g) then, to payment of the current portion of such Owner's Strata Lot Expenses or the reserve for such Owner's Strata Lot Expenses established pursuant to Section 7.6; and
- (h) then, to payment to the Owner of the Owner's Proportionate Share of Monies Available for Distribution.

The Asset Manager will hold and disburse all amounts in the Operating Account in accordance with this Agreement, provided that the obligation of the Asset Manager to disburse funds and carry out its obligations imposed by this Agreement is conditional upon funds being available in the Operating Account from the Gross Rental Revenue relating to the Hotel Strata Lots or, failing which, from each Owner's resources.

7.2 **Payment to Owner and Financial Statements.** Within 30 days after the end of every calendar month during the Term, the Asset Manager will prepare or cause to be prepared for and provided to each Owner operating statements for such period which will calculate the following:

- (a) the Gross Rental Revenue relating to the rental of Hotel Strata Lots and such Owner's Proportionate Share thereof;
- (b) the Hotel Expenses and the Management Fee relating to the rental of all Hotel Strata Lots and such Owner's Proportionate Share thereof;
- (c) the Hotel Expenses Reserve, the FF&E Reserve and such Owner's Strata Lot Expenses (if any) paid or reserved for by the Asset Manager on behalf of the Owner; and
- (d) the Monies Available for Distribution and such Owner's Proportionate Share thereof.

Such statements will also set out the status and contributions to the FF&E Reserve and Hotel Expenses Reserve. Together with such statements, each Owner will receive his or her Proportionate Share of Monies Available For Distribution. In addition, such statements will set out any applicable withholding tax, goods and services tax or other applicable tax, charge or levy for such period. The statement and monies will be mailed to the address of each Owner shown on the records of the Asset Manager from time to time as at the date of mailing or to such other address as such Owner may advise the Asset Manager from time to time by a written notice.

7.3 Hotel Expenses. The Asset Manager is hereby authorized and directed to pay, for and on behalf of each Owner, such Owner's Proportionate Share of all Hotel Expenses. Each Owner will be responsible for his or her Proportionate Share of all Hotel Expenses, including without limitation, Pre-Opening Costs and each Owner hereby authorizes and directs the Asset Manager to pay, out of the Operating Account or the Hotel Expenses Reserve, as the case may be, for and on behalf of the Owner, the Owner's Proportionate Share thereof. For greater certainty, the sum of the Pre-Opening Costs paid by the Asset Manager on behalf of all Owners prior to the Commencement Date shall be treated as a loan, without interest, from the Asset Manager to the Owners which loan shall be due and payable to the Asset Manager, as a Hotel Expense, on the last day of the 61st month following the Commencement Date.

7.4 Hotel Expenses Reserve. To the extent considered necessary by the Asset Manager, an amount of up to \$250,000.00 will be established for and on behalf of the Owners, for use by the Asset Manager on behalf of the Owners as working capital in connection with the operation of the Hotel. The Hotel Expenses Reserve will be for the benefit of all of the Owners of Hotel Strata Lots and will be credited to each in accordance with their Proportionate Share. Initially, each Owner's Proportionate Share of the Hotel Expenses Reserve will be loaned by the Asset Manager to the Owner, without interest. Each Owner will be deemed to repay such loan to the Asset Manager by the payment to the Asset Manager of an amount of up to 25% of the Gross Rental Revenue available to the Asset Manager to be disbursed from time to time pursuant to subsection 7.1(e) above, until repayment in full of such loan. Thereafter, the Hotel Expenses Reserve will be maintained at the maximum level throughout the Term and the Asset Manager will at all times be authorized to hold from the Gross Rental Revenue sufficient funds in order to keep this Hotel Expenses Reserve at such level throughout the Term. The Hotel Expenses Reserve fund will be held in a separate bank account and the Asset Manager shall be authorized to draw therefrom at any time to pay any Hotel Expenses.

7.5 FF&E Reserve. The Asset Manager will establish for and on behalf of the Owners, a reserve in an amount which will not be less than the amount required by the License Agreement or in such greater amount as is considered prudent and desirable by the Asset Manager from time to time which will be held by the Asset Manager as a reserve for the replacement of Equipment and Hotel FF&E (the "FF&E Reserve"). Each Owner shall be responsible for his or her Proportionate Share of the FF&E Reserve. The Asset Manager will, for and on behalf of the Owners, keep the Equipment and the Hotel FF&E in substantially the same condition as they were as of the Commencement Date, normal wear and tear excepted, and to replace same

when deemed necessary or desirable, and each Owner hereby authorizes the Asset Manager to utilize the FF&E Reserve for such purpose. The Asset Manager will be under no obligation to use its own funds for such purpose. Each Owner acknowledges and agrees that the FF&E Reserve will be for the benefit for all of the Owners of the Hotel Strata Lots, collectively, in accordance with their respective Proportionate Share thereof, will be allocated to each of the Owners in accordance with their respective Proportionate Share thereof, and that the cost of maintaining, repairing and replacing the Equipment and Hotel FF&E will be shared by all of the Owners in accordance with their respective Proportionate Share thereof. Each Owner hereby authorizes the Asset Manager to keep the FF&E Reserve in a bank account (in a financial institution in British Columbia qualified to engage in the banking or trust business in British Columbia) separate from the Operating Account and as required from time to time to use the FF&E Reserve for the purposes specified herein.

7.6 Payment of Owner's Strata Lot Expenses. The Asset Manager shall pay when due out of the Owner's Proportionate Share of Monies Available for Distribution any Owner's Strata Lot Expenses or any other obligation payable by an Owner to the Strata Corporation for and on behalf of the Owner, and set aside a reserve monthly for property taxes which will become payable in respect of the Strata Lot and to pay same when due, all prior to payment of the Owner's Proportionate Share of Monies Available for Distribution otherwise payable to the Owner, and each Owner hereby authorizes the Asset Manager to utilize such funds for such purpose. In the event the Asset Manager does not have on hand sufficient funds for this purpose the Asset Manager may but will not be obligated to pay any such amount out of its own funds and such Owner will repay such amount to the Asset Manager forthwith upon demand and will pay interest on any amount outstanding at the rate equal to the Prime Rate of Royal Bank of Canada plus 2% per annum, calculated daily and compounded monthly from the date of advance by the Asset Manager until the date of repayment by the Owner and the Asset Manager may deduct the amount of any such payment by the Asset Manager from any future Monies Available For Distribution payable to such Owner.

7.7 GST and Withholding Tax. Each Owner will be responsible for the payment of all goods and services tax and other applicable taxes, charges, rates and levies in connection with the Strata Lot or this Agreement, including, without limitation, those payable in connection with the Management Fee (other than income tax or withholding tax on the Management Fee itself which shall be for the account of the Asset Manager). The Asset Manager shall withhold from any Monies Available for Distribution payable to each Owner and remit to Revenue Canada or any other relevant authority any amount required to be withheld or remitted in respect of goods and services tax, withholding tax or any other applicable tax, charge, rate or levy which the Asset Manager is required to withhold or remit and the Asset Manager will provide the Owner with annual statements of such information within a reasonable time after the end of each year of the Term. The Asset Manager will comply with any requirement to remit withholding tax on payment of the Management Fee.

7.8 Shortfall. If at any time the funds in the Operating Account are not sufficient to pay when due any Hotel Expenses, then:

- (a) the Asset Manager may, but will not be obliged to, pay any such amount out of its own funds, in which case each Owner will pay its Proportionate Share of such amount to the Asset Manager forthwith upon demand and will pay interest on any amount outstanding at the rate equal to the Prime Rate plus 2% per annum, calculated from the date of advance by the Asset Manager until the date of repayment by the Owner, and the Asset Manager may deduct the amount of any such payment by the Asset Manager and interest thereon from the Owner's Proportionate Share of Monies Available for Distribution; or
- (b) the Asset Manager may require each Owner to pay his or her Proportionate Share of the amount of the shortfall estimated by the Asset Manager, within 30 days of the mailing to the Owner of a written notice stating such amount and the Owner's Proportionate Share thereof.

ARTICLE 8 - MANAGEMENT FEE

8.1 **Management Fee.** As compensation for the services rendered by the Asset Manager pursuant to this Agreement, the Asset Manager shall earn and be entitled to payment of a monthly management fee equal to 3% of the Gross Rental Revenue for each month during the Term. Such amount will be paid monthly, on the 30th day after the end of the month in respect of which the Management Fee was earned. Any earned and accrued but unpaid Management Fee will be paid in accordance with the priority of payment provisions set out above in Section 7.1.

8.2 **Asset Manager's Separate Revenue.** The Owner acknowledges and agrees that the Owner's right to receive revenue from the operation of the Hotel is limited to the Owner's Proportionate Share of Monies Available for Distribution calculated pursuant to this Agreement.

ARTICLE 9 - AMENDMENT AND TERMINATION

9.1 **Amendments and Modifications.** This Agreement may be amended or modified from time to time by an agreement in writing signed by the Asset Manager and by Owners owning a simple majority in number of the Hotel Strata Lots. In the event that this Agreement is amended or modified in the manner set out in this Section 9.1, then each Owner acknowledges and agrees that the amendment and modification is binding on all Owners as if all Owners had executed and delivered the agreement by which this Agreement is amended or modified and such amendment or modification takes effect on the later of the date on which the agreement is signed by the Asset Manager and by Owners owning a simple majority in number of the Hotel Strata Lots or such other date which may be set out in such agreement as the effective date thereof.

9.2 **Owner's Right to Terminate.** In the event of a Default as described in Section 9.3, this Agreement may be terminated by written notice given to the Asset Manager signed by at least 75% of the Owners and such termination will have effect from and after the date which is 90 days after such notice is provided to the Asset Manager.

9.3 **Event of Default.** The following will be events of default (individually a "Default"):

- (a) (i) the Asset Manager fails to keep, observe, or perform any material covenant, agreement, term or provision to be kept, observed, or performed by the Asset Manager hereunder; and
(ii) such default continues for a period of 45 days after the Asset Manager's receipt of a written notice executed by at least 75% of the Owners requesting the cure of such default, unless such default is of such a nature that it cannot be cured by the Asset Manager within such 45 day period and if the Asset Manager fails to commence to cure such default within 14 days of receipt of such notice and thereafter to proceed diligently and continuously to cure such default; or
- (b) the Asset Manager files a petition in bankruptcy, any proposal for reorganization, or for an arrangement under any bankruptcy or insolvency laws, or if any petition under any such law is filed by any third party against the Asset Manager and not dismissed within 60 days; or
- (c) the Asset Manager makes any voluntary assignment of its property for the benefit of the Asset Manager's creditors.

9.4 **Termination by the Asset Manager.** The Asset Manager may at its option, upon 120 days written notice to the Owners, terminate this Agreement in the event that, at any time, for whatever reason, less

than 100% of the Hotel Strata Lots are available to the Asset Manager for use in its management and operation of the Hotel as a result of a breach of this Agreement or the Hotel Use Covenant and in such event the provisions of Article 9 shall apply.

9.5 Consequences of Termination. In the event that this Agreement is terminated by the Asset Manager or by the Owners pursuant to a right given under this Agreement or in the event that the Term of this Agreement comes to an end by the effluxion of time or otherwise, then:

- (a) unless and until another entity is appointed as the Asset Manager pursuant to an agreement made in accordance with the Hotel Use Covenant and having terms and conditions agreed to by Owners owning a simple majority in number of the Hotel Strata Lots, the executive council of the Hotel Section of the Strata Corporation will be responsible to manage the Hotel and carry out and fulfil the Asset Manager's responsibilities on the terms and conditions set out herein and in the License Agreement or other Franchise Agreement or hotel management agreement then in force and in the event no such agreements are then in force, to enter into a Franchise Agreement and/or a management agreement with an experienced hotel operator to carry on the operation of the Hotel using the Hotel Premises and each Owner will make that Owner's Strata Lots available for such Hotel purpose;
- (b) the Owners shall, as the case may be:
 - (i) as soon as possible after the termination of this Agreement and in any event within 30 days after the date on which the Purchase Price (as defined below) is determined in accordance with this Agreement, purchase or cause to be purchased from the Asset Manager, or the owner thereof of the Hotel Manager's Strata Lots (the "HMSL Owner"), the Hotel Manager's Strata Lots for the market value thereof determined on the basis of the annual user fee then payable to the HMSL Owner capitalized at 6% (the "Purchase Price"); and
 - (ii) assume from and after the date of termination of this Agreement, all obligations of the Asset Manager under any contracts, leases, licenses, franchise, management, service or other agreements entered into by the Asset Manager in good faith on behalf of the Owners pursuant to this Agreement (including the License Agreement) and until the Purchase Price is paid the owner of the Hotel Manager's Strata Lots will make the Hotel Manager's Strata Lots available to such manager from time to time of the Hotel, on a monthly basis, for the sum of a fee of 150% of any monthly user fee relating to the Hotel Manager's Strata Lots payable therefor to the owner thereof pursuant to the bylaws of the Strata Corporation, paid in advance;
- (c) the Asset Manager and each Owner will cooperate fully to ensure that transfer of the management of the Hotel is done in an orderly fashion so as to minimize the disruption of the operation of the Hotel and any inconvenience caused to Guests; and
- (d) all money collected on behalf of an Owner in the Operating Account and held by the Asset Manager will continue to be held for a period of 60 days after termination and during this period the Asset Manager may make withdrawals and payments from the Operating Account with respect to amounts the Asset Manager is authorized or required to pay pursuant to this Agreement, including the Management Fee and any other amounts payable to the Asset Manager hereunder, and each Owner will reimburse the Asset Manager for its Proportionate Share of all Hotel Expenses, and will pay any accrued Management Fees to the Asset Manager, to the extent that funds held in the Operating Account on behalf of the Owner are insufficient for this purpose. If at any time after the expiry or termination of this Agreement

the Asset Manager receives any funds on behalf of an Owner, such funds will be received by the Asset Manager in trust for the Owner and disbursed by the Asset Manager in accordance with this Agreement.

9.6 **Responsibility of Payment of Purchase Price.** Each Owner will be responsible for and shall promptly pay when due that Owner's Proportionate Share of the Purchase Price. In the event that an amount is owing by an Owner pursuant to this Section 9.6, that Owner will not be entitled to receive that Owner's Proportionate Share of Monies Available for Distribution unless and until such Owner has paid such amount owing and the obligation arising under this Section 9.6 shall be and constitute a first charge against that Owner's Proportionate Share of Monies Available for Distribution.

9.7 **Owners' Bound.** In the event that this Agreement terminates, then each Owner will be bound by and will comply with any replacement agreement which supersedes and replaces this Agreement, provided that such replacement agreement complies with the terms of the Hotel Use Covenant and is affirmed by an agreement in writing signed by Owners owning a simple majority in number of the Hotel Strata Lots.

ARTICLE 10 - MISCELLANEOUS

10.1 **Provisions Severable.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement which shall remain in full force and effect as if it had been executed with the illegal or invalid portion omitted.

10.2 **Cooperation.** Each Owner individually and all Owners collectively will at all times during the Term act in good faith, cooperate and act reasonably in respect of all matters within the scope of this Agreement.

10.3 **Relationship.** This Agreement is not a lease, partnership or joint venture agreement and nothing contained herein will constitute the parties landlord and tenant, partners or joint venturers.

10.4 **Notices.** Any payment, demand or notice in connection with this Agreement will be delivered, faxed or sent by postage prepaid mail and addressed to the parties at their addresses first above written, or at such other address as either party may specify in writing to the other in the manner set forth in this Section 10.5. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by fax, or on the sixth business day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be delivered or sent by fax rather than mailed.

10.5 **No Waiver.** No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10.6 **Applicable Laws.** This Agreement will be construed according to the laws in force in the Province of British Columbia.

10.7 **Canadian Funds.** All amounts payable by either party to the other hereunder will be paid in Canadian funds.

10.8 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and will not be modified, amended or terminated except in accordance with the terms hereof and when so modified, amended or terminated, such modification, amendment or termination will be binding on all Owners and the Asset Manager.

10.9 **Gender and Number.** Words importing the masculine gender include the feminine or neuter gender, and vice versa, and words in the singular include the plural, and vice versa.

10.10 **Joint and Several.** If the Owner of a Strata Lot is more than one person, all of the covenants and liabilities of such Owner are joint and several.

10.11 **Enurement.** This Agreement will enure to the benefit of and be binding upon the heirs, executors, legal representatives, successors and permitted assigns of the parties and without limitation, this Agreement will bind each Owner from time to time of each Strata Lot and such Owner's successors in title, from and after the date such entity becomes an Owner of a Strata Lot. No Owner will be entitled to receive that Owner's Proportionate Share of Monies Available for Distribution unless and until such Owner has executed under seal and delivered to the Asset Manager an agreement prepared by the solicitors for the Asset Manager by which such Owner acknowledges the terms of this Agreement and the Hotel Use Covenant and agrees to be bound by, carry out and fulfil each and every covenant and term of this Agreement. Except for pre-existing obligations, from and after the date on which the Owner-Developer an Owner ceases to be an Owner of a Strata Lot, the Owner-Developer or Owner, as the case may be will, with respect to such Strata Lot, not be responsible for any obligations of the Owner of such Strata Lot under this Agreement.

10.12 **Execution by Fax.** This Agreement may be executed by the parties and delivered by facsimile transmission and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

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

OWNER-DEVELOPER:

VANCOUVER AIRPORT CENTRE LTD.

Per: _____
Authorized Signatory

ASSET MANAGER:

VANCOUVER AIRPORT CENTRE LTD.

Per: _____
Authorized Signatory

SCHEDULE A**PERSONAL USE BENEFITS**

1. Each Owner shall be entitled to use his Strata Lot for up to 30 nights per calendar year at a rate of 50% of the rack rate, subject to availability (which the Owner acknowledges due to public demand for the Strata Lot may be restricted by the Asset Manager during weekend and holiday periods). Advance booking and reservation cancellation requirements will be implemented by the Asset Manager having regard to the nature of the business of the Hotel.
2. On any night, total Owners' usage may not exceed 50% of the Hotel Strata Lots which are used for accommodation purposes.
3. The term "Owner" shall mean Registered Owner of a Strata Lot and the spouse, children and parents of such Registered Owner and the parents of the Registered Owner's spouse; and, where there is more than one Registered Owner of a Strata Lot, all of the Registered Owners and their spouses, children, parents and the parents of their spouses shall together constitute the "Owner" for that Strata Lot and, where the Registered Owner is a corporation or corporations, all directors and officers and the spouses, children and parents of each of them shall together with the corporation or corporations constitute the "Owner" for that Strata Lot.
4. In the event the Owner reserves his or her Strata Lot but does not actually use the Strata Lot during the reservation period, the Owner shall still be deemed to have used the Strata Lot for the period reserved unless at least 30 days' prior the Owner's scheduled use of the Strata Lot, the Owner cancels such reservation, with the approval of the Asset Manager, acting reasonably.
5. In the event the Owner does not use his or her Strata Lot for the full amount of nights permitted to be used by the Owner under this policy in any year, the Owner shall not be entitled to accumulate or otherwise use the unused nights in any future calendar year.
6. When the Strata Lot is being used by the Owner pursuant to this policy, the Strata Lot shall continue to remain in the rental pool for the Hotel.
7. Check-in time shall be 4:00 p.m. and check-out time shall be 11:00 a.m. the following day. These times may change from time to time at the discretion of the Asset Manager.

SCHEDULE "B"

VANCOUVER AIRPORT HILTON

JOINDER IN COVENANT AGREEMENT

This Joinder in Covenant Agreement made as of this ____ day of _____, 199__

BETWEEN the Transferee and the Hotel Manager's Strata Lots Owner:

"Transferee":

Name

Address

Telephone: _____

Fax: _____

"Hotel Manager's Strata Lots Owner":

**VANCOUVER AIRPORT CENTRE LTD.
3rd Floor, 100 Park Royal South
West Vancouver, British Columbia
V7T 1A2**

Telephone: 925-2700

Fax: 925-2701

"Strata Lot": Strata Lot _____, Section 5, Block 4 North, Range 6 West, New Westminster District, Strata Plan LMS3896.

WHEREAS:

- A. The Transferee is or will have an interest in the Strata Lot;
- B. The Purchaser has been provided with a copy of and acknowledges receipt of a Restrictive Covenant (the "Restrictive Covenant") registered in the New Westminster Land Title Office under # _____, and the Strata Bylaws of strata corporation LMS3896 (collectively the "Agreements"); and
- C. It is a condition of the Restrictive Covenant that the Transferee agrees to be bound by the Restrictive Covenants and obligations of the owner from time to time of the Strata Lot as set out in the Agreements and to execute and deliver this Joinder in Covenant Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual restrictive covenants and agreements herein contained, the Parties hereby agree as follows:

1. **Joinder in Covenant**

1.1 **Definitions.** Where not otherwise defined herein, the capitalized terms used in this Guarantee have the meanings ascribed to them under the Restrictive Covenant.

1.2 **Positive Covenant.** The Transferee hereby joins in, adopts, becomes a party to and covenants and agrees from time to time and at all times to be bound by, carry out and fulfil each and every Restrictive Covenant, condition, term and obligation to be observed and performed on the part of the owner of the Strata Lot and a member of the Strata Corporation and which are set out and contained in the Agreements (as both or either of them may be amended in accordance with its terms from time to time). The Transferee further hereby warrants, represents, covenants and agrees to do or cause to be done all things, carry out and fulfil or cause to be carried out and fulfilled all acts, and to give or deliver or cause to be given or delivered such further assurances or agreements as may be necessary or prudent from time to time to carry out the spirit and intent of the Agreements.

1.3 **Negative Covenant.** The Transferee hereby warrants, represents, covenants and agrees to do no act or suffer or condone any act which constitutes a breach on the part of the Transferee of this Joinder in Covenant Agreement or the Agreements. Without limitation the Transferee will not enter into possession of the Strata Lot or exercise any rights as a member of the Strata Corporation which would or could have the effect of preventing, obstructing or interfering with, in any manner, the right of the Hotel Manager's Strata Lots Owner to use and enjoy the Hotel Assets or the ability of the Hotel Manager's Strata Lots Owner to carry on the business and operation of the Hotel in accordance with the Agreements.

1.4 **Injunctive Relief.** The Transferee acknowledges and agrees that the full and ready compliance by the Transferee of each and every Restrictive Covenant and obligation set out in this Joinder in Covenant Agreement and the Agreements on the part of the Transferee to be fulfilled and observed is essential for the proper administration, operation and management of the Hotel and that any breach by the Transferee of the terms and conditions of this Joinder in Covenant Agreement or the Agreements would not be adequately remedied by monetary award. Accordingly, the Transferee hereby acknowledges and agrees that in the event of any such breach, in addition to all other remedies available to the Hotel Manager's Strata Lots Owner at law or in equity, the Hotel Manager's Strata Lots Owner shall be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction, mandatory injunction, decree or

otherwise as may be appropriate to ensure compliance with this Joinder in Covenant Agreement and the Agreements.

1.5 **Successors and Mortgagees.** The Transferee warrants, represents, covenants and agrees that the Transferee will:

- (a) provide a copy of this Joinder in Covenant Agreement and the Agreements to each mortgagee or other secured creditor of any interest in the Strata Lot prior to the advance of any funds by such mortgagee or other secured creditor, will concurrently advise such mortgagee or other secured creditor that the use and enjoyment of the Strata Lot is subject to compliance by the owner of the Strata Lot from time to time of the terms and conditions of this Joinder in Covenant Agreement and the Agreements and will concurrently provide to the Hotel Manager's Strata Lots Owner proof of compliance with the foregoing;
- (b) require, prior to and as a condition of the sale, transfer, assignment, lease, sublease or other disposition of the Strata Lot or any part thereof that the transferee therein duly executes and delivers to the Hotel Manager's Strata Lots Owner a Joinder in Covenant agreement containing the terms and conditions set out herein.

2. **General Matters**

2.1 **Provisions Severable.** Every provision of this Joinder in Covenant Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Joinder in Covenant Agreement which shall remain in full force and effect as if it had been executed with the illegal or invalid portion omitted.

2.2 **Cooperation.** The parties will at all times act in good faith, cooperate and act reasonably in respect of all matters within the scope of this Joinder in Covenant Agreement.

2.3 **Notices.** Any payment, demand or notice in connection with this Joinder in Covenant Agreement will be delivered, faxed or sent by postage prepaid mail and addressed to the parties at their addresses first above written, or at such other address as either party may specify in writing to the other in the manner set forth above. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by fax, or on the third business day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be delivered or sent by fax rather than mailed.

2.4 **No Waiver.** No failure or delay on the part of either party in exercising any right, power or privilege under this Joinder in Covenant Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

2.5 **Applicable Laws.** This Joinder in Covenant Agreement will be construed according to the laws in force in the Province of British Columbia.

2.6 **Entire Agreement.** This Joinder in Covenant Agreement constitutes the entire agreement respecting the subject matter hereof between the parties and will not be modified or amended except by an instrument in writing signed by each of the parties.

2.7 **Gender and Number.** Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

2.8 **Joint and Several.** If the Transferee is more than one person, all of the Restrictive Covenants and liabilities of the Transferee are joint and several.

2.9 **Enurement.** This Joinder in Covenant Agreement will enure to the benefit of and be binding upon the heirs, executors, legal representatives, successors and assigns of the parties.

2.10 **Execution by Fax.** This Joinder in Covenant Agreement may be executed by the parties and delivered by facsimile transmission and if so executed and transmitted this Joinder in Covenant Agreement will be for all purposes as effective as if the parties had delivered an executed original Joinder in Covenant Agreement.

2.11 **Hilton Disclaimer.** The Transferee acknowledges that the Vancouver Airport Hilton Hotel is to be operated under a license agreement between the Hotel Manager's Strata Lots Owner and Hilton Inns, Inc. ("Hilton") and will be managed by HMS Hospitality Management Services Ltd. Neither the Hotel Manager's Strata Lots Owner nor HMS Hospitality Management Services Ltd. is affiliated with Hilton. Hilton will not receive any proceeds from the sale of the Strata Lot. The Transferee will not receive any interest in Hilton.

IN WITNESS WHEREOF the parties hereto have executed this Joinder in Covenant Agreement as of the day and year first written above.

VANCOUVER AIRPORT CENTRE LTD.

Per: _____
Authorized Signatory

TRANSFEEE:

Per: _____
Signature

Print Name

END OF DOCUMENT