

Vancouver

07-Apr-26

REGISTRY

This is the 1st affidavit of  
Liping Ding in this case and  
was made on April 7, 2026

No. S-250121  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36**

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

LUMINA ECLIPSE LIMITED PARTNERSHIP  
BETA VIEW HOMES LTD.  
LUMINA ECLIPSE GP LTD.

and

D-THIND DEVELOPMENT BETA LTD.

RESPONDENTS

**AFFIDAVIT**

I, LIPING DING, of c/o 308 – 8988 Fraserton Court, Burnaby, British Columbia, V5J 5H8,  
purchaser, SWEAR (OR AFFIRM) THAT:

Overview

1. I am a person who is affected by court orders made in this court proceeding and as such have personal knowledge of the matters to which I depose in this Affidavit, except where those matters are stated to be based on information and belief, in which case I believe them to be true.
2. I oppose a vesting order that would affect me. I do not oppose a vesting order that would affect other purchasers.

### Disclosure Statement and Purchase Agreement

3. I am a purchaser of a development unit in a real-estate development in Burnaby, British Columbia (the “Development” or the “Eclipse Project”).
4. The developers of the Development are the respondents, Lumina Eclipse Limited Partnership, Beta View Homes Ltd., and Lumina Eclipse GP Ltd. (the “Developers”).
5. The disclosure statement of the Development (the “Disclosure Statement”) contains an estimated date range of completion of construction (the “Completion Date”) to be in 2024, as shown in the second amendment of the Disclosure Statement. Attached and marked as **Exhibit “A”** to this Affidavit is a true copy of the pages of the Disclosure Statement showing that the Completion Date is in 2024.
6. The Developers provided the Disclosure Statement to me on or about October 12, 2021.
7. The developer, Lumina Eclipse Limited Partnership, as vendor and I as purchaser subsequently entered into a purchase agreement (the “Purchase Agreement”) respecting a development unit described as “Strata Lot 111” of the Development (the “Development Unit”), on October 12, 2021, which provided that the purchase price is \$597,900.00.
8. Attached and marked as **Exhibit “B”** to this Affidavit is a true copy of the Purchase Agreement, along with the Deposit Structure Change Addendum.
9. The Purchase Agreement consistently refers to the Disclosure Statement throughout.
10. I had paid my deposit funds to the Developers, to be held in trust pursuant to the *Real Estate Development Marketing Act* (the “*REDMA*”). The total amount that I paid was \$89,790.00. Attached and marked as **Exhibit “C”** to this Affidavit is a true copy of the payments and receipts.

### Completion Date: False acceleration

11. In 2025, I was shocked to hear about this court proceeding commenced by the Developers’ creditor KingSett Mortgage Corporation against the Developers.
12. As shown in the Petition to the Court filed on January 7, 2025 (the “Petition”), specifically paragraphs 7, 21, 23 and 41 of Part 2 of the document, the Developers had allowed critical insurance and building permits to be suspended, and the Canada Revenue Agency obtained a judgment against them in a significant amount of \$11,996,763.09 on

June 30, 2023, demonstrating that the Developers have been experiencing significant cash flow problems since at least 2023.

13. Attached and marked as **Exhibit “D”** to this Affidavit is a true copy of a certificate from the Federal Court showing the judgment of \$11,996,763.09.
14. Also, as shown in the Petition, specifically paragraph 14 of Part 2 of the document, the Developers had also failed to pay its creditor as demanded on or about December 27, 2024.
15. Even though the Developers have been experiencing significant cash flow problems since at least 2023, they made representations to me in 2024, via the Disclosure Statement, that construction was progressing well because the Completion Date would be accelerated ahead of the original schedule. Exhibit A to this Affidavit is the amendment of the Disclosure Statement that I received in 2024.
16. As shown in Exhibit A to this Affidavit, the Developers purported to accelerate the Completion Date for several months, from “December 1, 2024 and March 1, 2025” to “July 1, 2024 and October 1, 2024”.
17. In 2025, after learning about this court proceeding, it became clear to me that the Developers’ representations to me were false.

#### The suspension of building permits

18. As shown in the Petition, specifically paragraphs 7 and 40 of Part 2 of the document, the Developers had allowed building permits for the Development to be suspended. The City of Burnaby suspended the building permits on or about November 14, 2024.
19. The Developers did not immediately file an amendment to the Disclosure Statement with the Superintendent of Real Estate to disclose the suspension of building permits.
20. Also, the Developers did not provide me with such an amendment within a reasonable time.

#### Completion Date: Failure to timely disclose that the date was false

21. On December 3, 2024, the Developers signed an amendment to the Disclosure Statement. Attached and marked as **Exhibit “E”** to this Affidavit is a true copy of the amendment.

22. The amendment purported to change the Completion Date to the range of “January 15, 2025 and April 15, 2025”.
23. However, by April 15, 2025, construction of the Development was still not complete.
24. The Developers did not immediately file an amendment to the Disclosure Statement with the Superintendent of Real Estate to reflect that the new Completion Date was false. Instead, the Developers waited 7 months before doing so on November 25, 2025. Attached and marked as **Exhibit “F”** to this Affidavit is a true copy of an amendment to the Disclosure Statement dated November 25, 2025.
25. Also, the Developers did not provide me with such an amendment until more than 7 months after April 15, 2025. Attached and marked as **Exhibit “G”** to this Affidavit is a true copy of the Developers’ e-mail to me dated about December 1, 2025, containing the amendment.

Completion Date: Representations prior to the Purchase Agreement

26. Before I entered into the Purchase Agreement in October 2021, the Developers represented to me a construction window of 3.5 years based on the commencement date and the completion date as set out in the Disclosure Statement, as shown below:
  - (a) commencement of construction: June 1, 2021
  - (b) completion of construction: between December 1, 2024 and March 1, 2025.Attached and marked as **Exhibit “H”** to this Affidavit is a true copy of pages of the Disclosure Statement.
27. As shown in Exhibit A to this Affidavit, the Developers had even represented that the construction window would be shorter, with the Completion Date to be “July 1, 2024 and October 1, 2024”.
28. There has now been a significant delay of more than 18 months to the Completion Date.
29. The Developers’ representations to me before I entered into the Purchase Agreement were false.

Amendment to Disclosure Statement dated May 24, 2024

30. As shown in Exhibit A to this Affidavit: On May 24, 2024, the Developers signed an amendment to the Disclosure Statement which relates to the Completion Date, among other material facts.
31. However, the Developers did not provide me with such an amendment until 4 months after May 2024 (provided on or about September 20, 2024), and not within a reasonable time.

Change of control of the Development

32. On January 8, 2025, KSV Restructuring Inc. (the "Monitor") was appointed as monitor of the Developers through these court proceedings and was granted control of the Development.
33. The Developers are respondents to these court proceedings.
34. Both the Developers and the Monitor did not immediately file an amendment to the Disclosure Statement with the Superintendent of Real Estate to reflect that the Monitor was granted control of the Development. Instead, they waited 10 months before doing so on November 25, 2025. Exhibit F of this Affidavit is a true copy of an amendment to the Disclosure Statement dated November 25, 2025.
35. Also, the Developers and the Monitor did not provide me with such an amendment until more than 10 months after January 8, 2025. Exhibit G of this Affidavit is a true copy of the Developers' e-mail to me dated December 1, 2025, containing the amendment.

Increase in monthly strata fees

36. On June 17, 2022, the Developers signed an amendment to the Disclosure Statement.
37. The amendment purported to increase the monthly strata fee of the Development Unit from the original amount as set out in Exhibit G of the Disclosure Statement. Attached and marked as **Exhibit "I"** to this Affidavit is a true copy of the amendment to the Disclosure Statement that showed increase of the strata fee, when comparing with Exhibit H of this Affidavit.

Developers' breaches of REDMA

38. The numerous issues with the Development have caused me immense stress. I have spent a lot of time and resources to consult litigation lawyers to understand my legal rights under the REDMA.
39. As shown above, the Developers:
- (a) misrepresented to me in 2024 that the Completion Date would be accelerated ahead of the original schedule to "July 1, 2024 and October 1, 2024";
  - (b) misrepresented to me before I entered into the Purchase Agreement a construction window of 3.5 years. There has now been a significant delay of more than 18 months to the Completion Date;
  - (c) did not immediately file an amendment to the Disclosure Statement with the Superintendent of Real Estate to reflect the new Completion Date was false. Instead, the Developers waited 7 months before doing so on November 25, 2025;
  - (d) did not file an amendment to the Disclosure Statement with the Superintendent of Real Estate to disclose the suspension of building permits;
  - (e) did not provide me with an amendment to the Disclosure Statement within a reasonable time to disclose the suspension of building permits;
  - (f) did not provide a copy of the amendment to the Disclosure Statement dated May 24, 2025 to me within a reasonable time. The Developers did not provide it to me until 4 months after May 2024;
  - (g) did not immediately file an amendment to the Disclosure Statement with the Superintendent of Real Estate to reflect that the Monitor was granted control of the Development. Instead, the Developers and the Monitor waited 10 months before doing so on November 25, 2025; and
  - (h) did not provide me with an amendment to the Disclosure Statement within a reasonable time to reflect that the Monitor was granted control of the Development.
40. In addition, due to the existing court proceeding, the Royal Bank of Canada has decided to no longer provide financing to me even if I want to pay the purchase price.

41. The Monitor and its lawyers have been made aware of the above for several months already, since December 2025.
42. I reasonably relied upon the representations made by the Developers in the Disclosure Statement in deciding to enter into the Purchase Agreement.
43. In deciding to enter into the Purchase Agreement with a significant purchase price of \$597,900.00, the Completion Date and the other facts mentioned above were relevant to me.
44. If I had known that the Completion Date would be significantly delayed, I would have never entered into the Purchase Agreement, or at the very least it would have affected the price that I was willing to pay. This is not a minor delay of only a few days or a month. This is a significant delay for more than 12 months.
45. I was misled by the Completion Date that is contained in the Disclosure Statement and there is misrepresentation in the Disclosure Statement.
46. In addition, if I had known that the building permits for the Development would be suspended and if I had known about the Developers' significant cash flow problems, it would have significantly affected the price I was willing to pay for the Development Unit, if I had still been considering entering into a purchase agreement instead of not signing. I would significantly discount the amount of money that I was willing to pay to factor in any risk with my purchase, especially considering that \$597,900.00 is a significant price. Those facts were relevant to me in deciding to enter into the Purchase Agreement.
47. Furthermore, if I had known that the Monitor would be granted control of the Development, it would have affected the price I was willing to pay for the Development Unit, if I had still been considering entering into a purchase agreement instead of not signing. I entered into the Purchase Agreement whereby the Disclosure Statement stated that a director of the Developers Daljit Thind has over 25 years' experience in the development industry. I did not enter into the Purchase Agreement on the understanding that a restructuring company would be granted control of the Development. This fact was relevant to me in deciding to enter into the Purchase Agreement.
48. Exhibit H of this Affidavit contains the description for the Developers' directors and background.

49. The amount to pay for the monthly strata fees of the Development Unit was also relevant to me in deciding to enter into the Purchase Agreement. The higher the monthly amount, the less likely I would have entered into the Purchase Agreement, or at the very least it would have affected the price that I was willing to pay.

SWORN (OR AFFIRMED) BEFORE )  
ME at Burnaby, British Columbia )  
on April 7, 2026 )

*Megan George*  
\_\_\_\_\_  
A Commissioner for taking Affidavits for  
British Columbia

*Liping Ding*  
\_\_\_\_\_  
LIPING DING )

**Megan George, Articled Student**  
**ATAC Law Corporation**  
**308-8988 Fraserton Court**  
**Burnaby BC V5J 5H8**  
**(604) 519-0660**

This is Exhibit "A" referred to in  
the 1st Affidavit of Liping Ding affirmed  
before me this 7th day of April 2026

*Megan George*

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A Commissioner for taking Affidavits for  
British Columbia

**DISCLOSURE STATEMENT - SECOND AMENDMENT**  
*Real Estate Development Marketing Act (British Columbia)*  
**LUMINA ECLIPSE**

**Date of Disclosure Statement:** September 24, 2021  
**Date of First Amendment:** June 17, 2022  
**Date of Second Amendment:** May 24, 2024  
**DEVELOPER:** LUMINA ECLIPSE GP LTD.  
LUMINA ECLIPSE LIMITED PARTNERSHIP  
BETA VIEW HOMES LTD.  
**ADDRESS FOR SERVICE:** 700 - 401 West Georgia Street,  
Vancouver, BC V6B 5A1  
**BUSINESS ADDRESS:** 700 - 4211 Kingsway,  
Burnaby, BC V5H 1Z6  
**REAL ESTATE BROKERAGES:** Rennie Marketing Systems  
51 East Pender Street  
Vancouver, BC V6A 1S9

The Developer reserves the right to appoint additional or replacement brokerage(s), and reserves the right to allow the brokerage to assign the brokers rights with respect to the marketing and sale of the Development to an affiliate or related party of the brokerage(s). The Developer may also use its own staff members to market the Strata Lots, who are not licensed under the *Real Estate Services Act*. None of the Developer’s agent(s) or staff members will be acting on behalf of the Purchaser. None of the Developer’s agent(s) will be acting on behalf of the Purchaser.

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

**This Second Amendment to Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of:**

**Purchaser: (insert name(s)) here:**

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**And have confirmed that fact by initialling in the space provided here:**

<b>Purchaser Initials</b>	

The Disclosure Statement dated September 24, 2021, as amended by the First Amendment to Disclosure Statement dated June 17, 2022 is amended as follows:

- 1.0 **Section 1.4 (Directors Names and Addresses) is amended by deleting the words “Junyi Liu” in their entirety and replacing them with “Ruiqian Liu”.**
- 2.0 **Section 1.5 (The Developer’s Background) is amended by deleting Section 1.5(a)(iv) in its entirety and replacing it with the following:**

“(iv) Ruiqian Liu

Ruiqian Liu has been involved in the development of five other large residential development projects in Metro Vancouver.”
- 3.0 **Section 4.3(a) (Financial Charges) is amended as follows:**
  - 3.1 Section 4.3(a)(i) is deleted in its entirety and replaced with the following:

“(i) Mortgages CA9151198, CA9151200, CA9469147, CA9774693, CB685881, CB1229020, CB1229026 and Assignments of Rents CA9151199, CA9151201, CA9469148, CB1229021 all in favour of Kingsett Mortgage Corporation (“**Kingsett**”). The Kingsett mortgages provide that in the event the Developer is in breach Kingsett can initiate a foreclosure procedure and either become the owner of the Lands or have the Lands sold. The Kingsett assignments of rents provide that where the Developer is in breach of the Kingsett mortgage and the Lands are rented then Kingsett would be entitled, but not obligated, to collect any rental income and apply same to the monies owed to Kingsett under the Kingsett mortgages. Together the foregoing charges are collectively called the “**Existing Financial Charges**”.”
  - 3.2 Sections 4.3(a)(iii) to (xi) are deleted in their entirety and replaced with the following:

“(iii) Priority Agreements CB9727, CB9728, CB9729, CB9730, CB9731, CB9732, CB686164, CB686167, CB686168, CB686169, CB1230794, CB1230795, CB1229596, CB1229597, CB1229598, CB1229599, CB1229600, CB1229601, CB1229602, CB1229603 and CB1229604 which details the priority arrangements between the various Existing Financial Charges as well as the Deposit Protection Charges. The foregoing priority agreements will be discharged from titles concurrently with the Existing Financial Charges and Deposit Protection Charges.”
- 4.0 **Section 4.3(b) (Non-Financial Charges) is amended as follows:**
  - 4.1 By deleting 4.3(b)(xxi) in its entirety and replacing such deletion with “(xxi) Lien CB1316478 filed by Starline Windows Ltd. The Developer is actively working to have this charge discharged from title to the Development”.
  - 4.2 By deleting 4.3(b)(xxiii) in its entirety and replacing such deletion with “(xxiii) Intentionally Deleted”.
- 5.0 **Section 5.1 (Construction Dates) is amended by deleting the words “December 1, 2024 and March 1, 2025” in their entirety and replacing them with “July 1, 2024 and October 1, 2024”.**

**6.0 Section 7.2(a) (Termination) is amended by deleting Section 7.2(a)(iii) in its entirety and replacing it with the following:**

**“(iii) The Vendor has reasonable grounds to suspect that any part of the transactions contemplated under the Purchase Agreement are prohibited or contrary to the paragraph 10.5 of Addendum “A” of the Purchase Agreement;”**

**7.0 Exhibit “I” titled “Proposed Contract of Purchase and Sale” is deleted from the Disclosure Statement and replaced with Exhibit “I” attached hereto titled “Contract of Purchase and Sale”.**


DEEMED RELIANCE

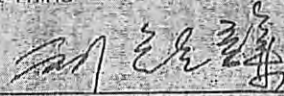
Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Second Amendment to Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Second Amendment to Disclosure Statement,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

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of May 24, 2024.

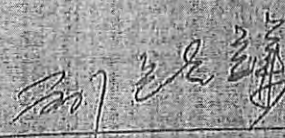
Limited Partnership:  
LUMINA ECLIPSE LIMITED  
PARTNERSHIP by its general partner  
LUMINA ECLIPSE GP LTD. its authorized  
signatories:

By:   
Daljit Thind

By: X   
Ruiqian Liu

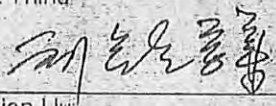
This Second Amendment to Disclosure Statement is executed by the Directors of LUMINA ECLIPSE GP LTD., on May 24, 2024 in their personal capacity.

By:   
Daljit Thind


By: X   
Ruiqian Liu

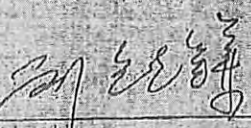
Registered Owner:  
BETA VIEW HOMES LTD. by its authorized  
signatories:

By:   
Daljit Thind

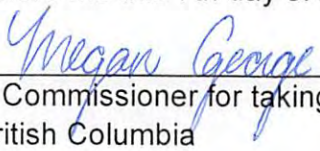
By: X   
Ruiqian Liu

This Second Amendment to Disclosure Statement is executed by all of the Directors of BETA  
VIEW HOMES LTD., on May ~~10~~ 24, 2024 in their personal capacity:

By:   
Daljit Thind

By: X   
Ruiqian Liu

This is Exhibit "B" referred to in  
the 1st Affidavit of Liping Ding affirmed  
before me this 7th day of April 2026

  
\_\_\_\_\_  
A Commissioner for taking Affidavits for  
British Columbia

CONTRACT OF PURCHASE AND SALE

BETWEEN:

LUMINA ECLIPSE LIMITED PARTNERSHIP (the "Developer" and the "Vendor")

AND:

Purchaser(s):

Name(s): Liping Ding

Address(es): 108 - 7533 Gilley Avenue

Burnaby BC V5J 0E8

Tel: (604) 715-0176

Email: creodi1025@gmail.com

Country of

Residence: Canada

(For the purposes of the Income Tax Act (Canada))

(Such one or more parties being hereinafter referred to as the "Purchaser").

PROPERTY: Proposed Strata Lot 111, being Unit No. 709 (the "Strata Lot") in the development known as "LUMINA ECLIPSE" (the "Development"), to be constructed as part of a 329 unit residential strata development project on the lands located at 2381 Beta Avenue, Burnaby BC and legally described as PID: 030-169-747 Lot 2 District Lot 124 Group 1 New Westminster District Plan EPP67029 (the "Lands"), as further described in the Disclosure Statement filed by the Vendor on September 24, 2021 (the "Initial Disclosure Statement") and all amendments thereto (the "Amendments") (the Initial Disclosure Statement and the Amendments are hereinafter collectively called the "Disclosure Statement"). The Lands are held in trust for the Vendor by Beta View Homes Ltd. (the "Registered Owner"). The Registered Owner has agreed or will agree to execute a direct transfer of the title to the Strata Lot to the Purchaser from the Vendor.

PURCHASE PRICE: The Purchase Price for the Strata Lot will be: (\$ 597,900.00 ) DOLLARS. The Purchase Price excludes any Goods and Services Tax ("GST").

Handwritten initials 'S' and 'L'.

1. **Offer.** In consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration now paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) and other mutual covenants and agreements contained in this Contract, the Purchaser agrees to purchase the Strata Lot from the Vendor for the Purchase Price and upon the terms set forth herein subject to the Permitted Encumbrances (as hereinafter defined). The Purchaser acknowledges that the Purchaser is purchasing a strata lot which is to be constructed or is presently under construction.

The Purchase Price does not include the exclusive use of any parking stall(s) or storage locker(s) at the Development unless expressly set out in an addendum hereto. In the event the Purchaser purchases the exclusive use of a parking stall(s) and/or storage locker(s), the location of the parking stall(s) and/or storage locker(s) will be designated by the Vendor in accordance with the Disclosure Statement. The Purchaser acknowledges and agrees that the parking stall(s) and/or storage locker(s): (a) will vary in size, shape, convenience and location (including, notwithstanding any other amended or written agreement made between the parties to the contrary, and where more than one, may not be side by side); and (b) may be partially obstructed by columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities. The Purchaser further acknowledges and agrees that the final determination of parking stall(s) and/or storage locker(s) assigned to a Purchaser shall be by the Vendor with no recovery by the Purchaser. The Purchaser will accept the parking stall(s) and/or storage locker(s) if any, assigned or sold to the Purchaser by the Vendor on an "as is, where is" basis and will have no claim against the Vendor in respect of any variation in the size, shape, convenience of location or obstruction of such parking stall(s) and/or storage locker(s).

2. **Deposit.** The Purchaser will pay a deposit(s) by bank draft or certified cheque (collectively, the "Deposit") to Richards Buell Sutton LLP (the "Vendor's Solicitors") in trust as stakeholder and the Deposit will be held in accordance with the *Real Estate Development Marketing Act* as follows:

(a)	a deposit (the "Initial Deposit") of \$10,000 upon presentation of this Contract by the Purchaser, payable by way of certified cheque, or bank draft;	\$10,000.00
(b)	a further deposit (the "Second Deposit") of 10% of the Purchase Price (less the Initial Deposit), payable 7 days after acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$ 49,790.00
(c)	a further deposit (the "Third Deposit") of 5% of the Purchase Price, payable 6 months following the date of acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$ 29,895.00
(d)	a further deposit (the "Fourth Deposit") of 5% of the Purchase Price, payable 10 months following the date of acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$29,895.00
the balance of the Purchase Price, subject to adjustments, to be paid on the Completion Date by bank draft or certified cheque.		

Interest on the Deposit will, in all cases, be for the benefit of the Vendor and will not be applied on account of the Purchase Price. If the Purchaser defaults in the Purchaser's obligations hereunder, the Vendor may, at its option, retain the Deposit and interest thereon without prejudice to any other remedy, which the Vendor may have in respect of the Purchaser's default in accordance with the terms of this Contract.

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3. The Vendor and Purchaser acknowledge having received, read and understood the Real Estate Council of British Columbia ("RECBC") form entitled "Disclosure of Representation in Trading Services" and acknowledge and confirm as follows:

(a) The Vendor has an agency relationship with MLA Canada Realty and MLA Fraser Valley Realty (collectively, the "Vendor's Agent")

Grace Lu  
Designated Agent(s)/Licensee(s)

(b) The Purchaser has an agency relationship with:

Patrick Ding PREC  
Designated Agent(s)/Licensee(s)

Who is/are licensed in relation to:

Pacific Evergreen Realty Ltd.  
Brokerage

(c) If subparagraph (b) has not been completed, the Purchaser acknowledges having received, read, and understood the RECBC form "Disclosure of Risks to Unrepresented Parties" from the Vendor's Agent and hereby confirms that the Purchaser has no agency relationship.

The Purchaser may wish to obtain independent advice in respect of this Agreement. The Purchaser further acknowledges that the Vendor and the Vendor's Agent may allow the Vendor's Agent to assign its rights as Vendor's Agent with respect to the sale of the Strata Lot to an affiliate or related party of the Vendor's Agent at any time prior to the Completion Date.

4. **Completion, Possession and Adjustment Dates.** It is currently estimated that the completion of the Strata Lot will occur between December 1, 2024 and March 1, 2025. For more information about the Completion, Possession and Adjustment Dates, see the Disclosure Statement and Addendum "A" attached hereto.

5. **Furnishings.** The Purchase Price includes the following items unless otherwise noted in the Disclosure Statement: a fridge, a gas stove, an oven, a hood fan, a microwave, a dishwasher, window coverings, a washer and a dryer.

Fixtures and features as represented in the Disclosure Statement will also be included, provided that the Vendor may substitute materials of reasonably equivalent or better quality, in its discretion. Presentation centre or display suite decorator features, fixtures, wall treatments, finishings, fittings, dining light fixtures and furnishings are not included in the Purchase Price unless expressly set out in an Addendum hereto.

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**1.0 AGREEMENT**

1.1 Once this Contract is accepted by the Vendor, the Purchaser agrees to purchase from the Vendor the Strata Lot at the Purchase Price and upon the terms set forth in the agreement created by the acceptance of this Contract by the Vendor, this Addendum and all additional addendums and schedules. Title to the Strata Lot on the Completion Date (as hereinafter defined) shall be subject only to:

- (a) the exceptions listed in Section 23(1) of the *Land Title Act*;
- (b) the charges and encumbrances referred to in the Disclosure Statement; and
- (c) claims of builders liens or other encumbrances where the Vendor's Solicitors have undertaken to remove same pursuant to paragraph 7.1 hereof;

(collectively, the "Permitted Encumbrances").

The Purchaser agrees to execute any and all agreements as may be required pursuant to the terms and conditions of the Permitted Encumbrances confirming the Purchaser acknowledges and assumes obligations under the Permitted Encumbrances.

**2.0 DESCRIPTION OF STRATA LOT**

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

**3.0 PURCHASER'S ACKNOWLEDGEMENTS**

3.1 Disclosure Statement. The Purchaser acknowledges that the Purchaser has received copies of the Initial Disclosure Statement for the Development and all Amendments, and has been given a reasonable opportunity to read the Initial Disclosure Statement and all Amendments before signing this Contract. The signing of this Contract by the Purchaser will constitute:

- (a) a receipt for the Initial Disclosure Statement and all Amendments; and
- (b) the Purchaser's acknowledgment that the Purchaser had an opportunity to read the Initial Disclosure Statement and all Amendments before signing this Contract.

3.2 Consent to Electronic Delivery of Disclosure Statement and all Amendments. Where the Purchaser has on the first page of this Contract, or on any subsequent addendum to this Contract provided an email address, the Purchaser consents to the Vendor delivering the Disclosure Statement (including all Amendments) to the Purchaser at the email address provided and the Purchaser acknowledges and agrees that such email delivery of the Disclosure Statement (including all Amendments) has afforded the Purchaser a reasonable opportunity to read the Disclosure Statement (including all Amendments) all as at the time of the Vendor's delivery of the email as shown by the Vendor's copy of the sent email.

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**4.0 PURCHASE PRICE, DEPOSIT AND PAYMENT**

4.1 Payment of the Purchase Price. The Purchaser will pay the Purchase Price to the Vendor as follows:

- (a) The Deposit in the amount set out in paragraph 2 of the Contract shall be paid by the Purchaser to the Vendor's Solicitors, Richards Buell Sutton LLP in Trust by way of

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certified cheque or bank draft. The Vendor shall be entitled, but not obligated, to invest the Deposit in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

- (b) The Balance of the Purchase Price plus or minus adjustments shall be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft.

4.2 Handling of the Deposit. Subject to paragraphs 4.4 and 4.5 hereof, the Deposit shall be dealt with as follows:

- (a) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit shall form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon shall be paid to the Vendor;
- (b) If the Purchaser fails to complete the purchase of the Strata Lot or fails to pay any part of the Deposit on the terms and conditions herein contained, then the Deposit paid together with interest accrued thereon shall be paid by the Vendor's Solicitors to the Vendor forthwith;
- (c) If the Contract is terminated pursuant to paragraph 5.1 or if the Purchaser fails to provide notice of waiver or satisfaction of the Purchaser's conditions pursuant to paragraph 9.2 hereof, or if the Vendor provides notice to the Purchaser that the Vendor's conditions are not waived or satisfied pursuant to paragraph 9.3 hereof, then the Deposit together with all interest accrued thereon shall be paid by the Vendor's Solicitors to the Purchaser and the Purchaser shall have no further claims against the Vendor; and
- (d) If the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon shall be paid by the Vendor's Solicitors to the Purchaser and the Purchaser shall have no further claims against the Vendor.

Notwithstanding the aforementioned, the Purchaser acknowledges and agrees that the Vendor's Solicitors will be permitted to charge and deduct and retain a deposit administration fee from each payment made by the Purchaser comprising the Deposit of not more than \$75.00 plus applicable taxes to be paid by the Purchaser, and that any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge of \$25.00 in each such instance.

4.3 Residency. Notwithstanding the provisions of paragraph 4.2 hereof, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.4 Authorization to Deal with Deposit. The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof, notwithstanding the provisions of Section 18 of the *Real Estate Development Marketing Act*; and
- (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

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

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

For further terms regarding deposit insurance please see Section 8.3 hereof and Section 7.1 of the Disclosure Statement.

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

## 5.0 COMPLETION, POSSESSION AND ADJUSTMENT DATES

- 5.1 Completion Date. The completion of the purchase and sale of the Strata Lot shall take place on the date (the "Completion Date") specified by the Vendor in a notice delivered to the Purchaser or the Purchaser's Solicitor stating that the Strata Lot is, or is expected to be "Ready to be Occupied" and that the title to the Strata Lot has or is expected to have been issued by the Land Title Office, provided that the Vendor or the Vendor's Solicitor will give not less than 14 days' notice thereof and provided further that if the Land Title Office is not open for business on such day, then the Completion Date shall be the next business day. "Ready to be Occupied" refers to the Strata Lot only and not to any other strata lot or the common property within the Development and the Strata Lot will be deemed to be "Ready to be Occupied" if the City of Burnaby has issued an occupancy permit to occupy the Strata Lot (the "Occupancy Permit"), whether such permit is conditional or unconditional. In the event the Occupancy Permit is a conditional permit issued by the City of Burnaby, the Vendor will provide the Purchaser with an unconditional Occupancy Permit for the Strata Lot or the Development as soon as is reasonably practical. If the Completion Date has not occurred on or before December 17, 2025 (the "Outside Date"), and the parties have not agreed to an extension, this Contract shall be terminated whereupon the Purchaser will

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be entitled to repayment by the Vendor of the Deposit together with any interest earned thereon as the Purchaser's sole remedy and the parties will thereafter have no further obligations, liabilities or commitments to, from or against one another provided that:

- (a) If paragraph 5.3 hereof is applicable then the Outside Date will be extended for a period equivalent to such delay, which period will be determined solely by the Vendor;
- (b) The Vendor may, at its sole option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this Section 5.0, and whether or not any delay described in this Section 5.0 has occurred, elect to extend the Outside Date for up to 250 days; and
- (c) Where the Vendor has extended the Outside Date for the full time set out in subsection (b) above and provided the Vendor is still actively carrying on construction of the Development the Vendor may, at its sole option, provide notice to the Purchaser that it has elected to extend the Outside Date for up to a further 110 days.

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

5.3 **Force Majeure.** If the Vendor is delayed from completing construction of the Strata Lot as a result of an event or circumstance of any nature or kind whatsoever beyond the reasonable control of the Vendor (including, without limitation, epidemic, pandemic, outbreak, disease or other public health emergency (including, for greater certainty, SARS-CoV-2, COVID-19 or any other widespread contagious infection, disease or illness, regardless of whether any particular governmental or health authority deems same to be an epidemic, pandemic, outbreak, disease or other public health emergency, and including any quarantine or other public health order relating to any of the foregoing), earthquake, flood or other acts of God, fire, explosion or accident, howsoever caused, acts or orders of any governmental authority, acts of war (including, without limitation, cyber-war), terrorism, riot, civil disorder, insurrection, rebellion or revolution, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climatic condition, interference of the Purchaser or inability to obtain permits or other approvals in a timely manner by any governmental authority (including, without limitation, the City)), then the time within which the Vendor must do anything hereunder and the Completion Date referred to in paragraph 5.1 will be extended for a period equivalent to such period of delay which period will be determined solely by the Vendor.

5.4 **Adjustments.** The Purchaser will assume and pay all taxes, rates, local improvement assessments, utilities and other charges, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot shall be made, as of the Completion Date. The Purchaser shall pay GST in accordance with paragraph 5.7 below. If the amount of any such taxes, utilities or other items have been levied in respect of the Lands prior to registration of the strata plan, the portion thereof which shall be allocated to the Strata Lot will be in proportion to the unit entitlement the Strata Lot bears to the aggregate of the unit entitlement for all strata lots in the Development.

5.5 **Possession.** Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser shall have vacant possession of the Strata Lot at 12:00 pm on the second business day following the Completion Date (the "Possession Date").

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- 5.6 Risk. The Strata Lot will be and remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time it will be at the risk of the Purchaser.
- 5.7 GST. The Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot (including property transfer tax and any applicable taxes, including GST, and any other federal or provincial sales, service, transition, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Strata Lot), other than the costs the Vendor incurred in clearing title to the Strata Lot. The Purchaser acknowledges that GST and provincial sales taxes are, without duplication, applicable to the sale and purchase of the Strata Lot and will be payable by the Purchaser. The Purchaser acknowledges and agrees that the Purchase Price is exclusive of all applicable taxes, including GST, and any other federal or provincial sales, service, value added or other tax or new housing rebate, which for greater clarity are not included in the Purchase Price.
- 6.0 **CONSTRUCTION**
- 6.1 Construction. The Vendor will proceed to construct the Development substantially in accordance with the proposed draft strata plan attached to the Disclosure Statement, provided that the Vendor may make changes to features, design, and materials as are, in the Vendor's opinion, desirable and reasonable. The Purchaser understands and agrees that the building plans, design, and specifications for the Development may be varied to a minor extent in the reasonable discretion of the Vendor, that the area of the Strata Lot shown on the proposed strata plan is approximate, and that the address or suite and Strata Lot number assigned to the Strata Lot are subject to change at the Vendor's discretion. The Purchaser also acknowledges and agrees that any materials used in finishing of the Strata Lot, including, without limitation, natural stone, ceramic, porcelain, wood and laminates, may have conspicuous variations in colour, grain, vein and texture, pattern and size and any such variations are merely characteristic of the respective materials and will not be considered as defects or deficiencies in the Strata Lot and that certain materials used in the finishing of the Strata Lot may be subject to staining or changed coloration over time.
- 6.2 Measurement. The Purchaser acknowledges and agrees with the Vendor that if the area of the Strata Lot shown on the Final Strata Plan varies by more than five (5%) percent from the area shown on the Preliminary Plan as at the date of this Contract, the Purchase Price shall be amended by multiplying the Purchase Price by the area of the Strata Lot shown on the Final Strata Plan and dividing the product by the area of the Strata Lot shown on the Preliminary Plan. In the event that the actual area of the Strata Lot shown on the Final Strata Plan varies by five (5%) percent or less from the area shown on the Preliminary Plan, there shall be no adjustment to the Purchase Price. The Purchaser acknowledges and agrees that the Purchaser will have no claim against the Vendor as a result of a change in area of the Strata Lot other than for the adjustment to the Purchase Price as aforesaid.
- 6.3 Access. The Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot prior to the Possession Date without the prior written permission of the Vendor (which the Vendor may withhold in its absolute discretion) and then only if accompanied by a representative of the Vendor, subject to paragraph 6.4. The Purchaser hereby releases the Vendor and its directors, officers, shareholders, unit holders, employees, agents, contractors and representatives (collectively, the "Released Parties") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Strata Lot or the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person on behalf of the Purchaser within the Strata Lot or the Development, or any act or omission negligent or otherwise of the Purchaser or any person on behalf of the Purchaser while within the Strata Lot or the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on

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behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

- 6.4 **Inspection.** The Purchaser and a representative of the Vendor shall inspect the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. If the Purchaser fails or refuses to inspect the Strata Lot at the time designated by the Vendor the Purchaser is deemed to have waived or forfeited any such right and is deemed to be satisfied with and have accepted the physical condition of the Strata Lot. At the conclusion of such inspection, a conclusive list of any defects or deficiencies (collectively, the "Deficiencies") shall be prepared that are to be rectified by the Vendor including the estimated dates and timeframes by which such corrections are to occur. The parties shall sign the list of Deficiencies and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the Deficiencies. The Purchaser covenants and agrees to complete the purchase of the Strata Lot on the Completion Date on the terms and conditions herein contained notwithstanding that the Deficiencies may be rectified after the Completion Date. The Purchaser is not entitled to holdback any amount of the Purchase Price on closing in respect of the Deficiencies or other deficiencies. In the event of a disagreement between the Purchaser and the Vendor as to what constitutes a defect or deficiency, or whether or not a defect or deficiency has been rectified, the decision of the architect for the Development or any replacement therefor appointed by the Vendor in the Vendor's sole discretion will be conclusive, final and binding on the parties. Following the Completion Date, the Purchaser agrees to provide the Vendor and its representatives, contractors and agents with access to the Strata Lot at all reasonable times on reasonable notice from the Vendor in order for the Vendor or its representatives, contractors or agents to rectify any outstanding Deficiencies, and the Purchaser will in no manner interfere with or impede any such person while he or she is carrying out such work.
- 6.5 **Service Facilities.** The Purchaser acknowledges that the Development may include services facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, garbage compactors and other such facilities and equipment (collectively the "Service Facilities"). The Service Facilities will be located as required by the relevant authorities or as recommended by the Vendor's consultants.
- 7.0 **CONVEYANCE**
- 7.1 **Conveyance.** It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor a freehold transfer, in registrable form (the "Transfer"), and a statement of adjustments, to the Vendor's Solicitor at least 7 business days prior to the Completion Date. The Vendor will provide the Purchaser or the Purchaser's Solicitors with a form of acknowledgement whereby the Purchaser acknowledges receipt of the Initial Disclosure Statement, the Amendments and any subsequent amendments to the Initial Disclosure Statement, which the Purchaser will be required to sign and return to the Vendor or the Vendor's Solicitor prior to the Completion Date. In the event the Purchaser has not received any of the amendments listed in the acknowledgement the Purchaser or the Purchaser's Solicitors shall inform the Vendor's Solicitors forthwith and shall not be obligated to sign and return the acknowledgement until the Purchaser has received all such amendments and been provided a reasonable opportunity to review same. The Purchaser agrees prior to the Completion Date to sign and deliver to the Vendor the owner registration in the form required by the Vendor's new home warranty provider. The Purchaser acknowledges that the Strata Lot will not be covered by the home warranty should the Purchaser fail to deliver the signed owner registration form prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required for the closing.

On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for any

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release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the purchase money received from the Purchaser to obtain a partial discharge of any construction mortgage and security collateral thereto. The Purchaser's Solicitor or notary public will pay the balance of the adjusted Purchase Price on or before 4:30 p.m. on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on their undertaking to pay an amount required in a written statement of indebtedness from the holder of the prior encumbrance to require the holder of the prior encumbrance to provide the Vendor's Solicitors with a registrable discharge of such prior encumbrance and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builders lien, on his undertaking to pay an amount sufficient to cause same to be discharged within 30 days after the Completion Date. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

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

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

## 8.0 ASSIGNMENT BY PURCHASER

8.1 Assignment Registry. Without the Developer's prior consent, any assignment of this purchase agreement is prohibited. An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer. Each proposed party to an assignment agreement must provide the Developer with the information and records required under the *Real Estate Development Marketing Act*.

8.2 Collection of Assignment Information. Before the Developer consents to the assignment of this purchase agreement, the Developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

- (a) the party's identity;
- (b) the party's contact and business information;
- (c) the terms of the assignment agreement.

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Information and records collected by the Developer must be reported by the Developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

- 8.3 **Assignment.** The Purchaser may only assign (which includes the addition or removal of a purchaser to or from the Contract) the Purchaser's interest in the Strata Lot or in this Contract or direct the transfer of the Strata Lot to any other or additional party with the written consent of the Vendor, and unless the Vendor so consents the Vendor shall not be required to convey the Strata Lot to anyone other than the Purchaser named herein. The Vendor will not entertain any assignment requests prior to October 1, 2023, or following the earliest estimated date for completion or construction (as that term is defined in the Disclosure Statement). Any assignment must be in the Vendor's standard form assignment agreement. If, with the consent of the Vendor, the Purchaser assigns the Purchaser's interest in the Strata Lot or this Contract or directs the transfer of the Strata Lot to any other or additional party, the Purchaser will pay to the Vendor an administration fee, as a condition for agreeing to the assignment, and for the associated legal and administrative costs, in the amount of 3% of the greater of the Purchase Price and the purchase price paid by the assignee, plus applicable GST on such fee at the time the assignment form is delivered to the Vendor, except that such administration fee will be a flat fee of \$1,500.00 plus GST if the assignee is the Purchaser's spouse, parent, child, sibling, grandparent, grandchild or a company beneficial owned and controlled by the Purchaser. The Purchaser shall also pay to the Developer the Assignment Registry Reporting Fee applicable at the time of the assignment, plus applicable GST, for the purposes of the Developer reporting the assignment to the Province of British Columbia. No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or this Contract or direction of transfer to any other person shall release the Purchaser from any of the Purchaser's obligations or liabilities hereunder. If the Purchaser assigns the Purchaser's interest in the Strata Lot pursuant to this paragraph 8.3, and a deposit protection agreement is in place, then from the date of the assignment:
- (a) the Purchaser (for the purpose of the remainder of this paragraph 8.3, the "Assignor") shall not make or pursue any claims or proceedings against the deposit insurer with respect to this Contract, the Strata Lot or the Deposit;
  - (b) the Assignor quit claims and releases absolutely the deposit insurer from any and all liabilities, obligations, promises or covenants to the Assignor with respect to this Contract, the Strata Lot or the Deposit and confirms that the Assignor no longer has any interest in or claim to the Deposit;
  - (c) the Assignor and the person to whom the Assignor assigns its interest in the Strata Lot (for the purpose of the remainder of this paragraph 8.3, the "Assignee") acknowledge and agree that the benefit of the deposit protection agreement issued by the deposit insurer in respect of the Deposit is assigned from the Assignor to the Assignee concurrently with the assignment of this Contract and that the deposit insurer will amend its records so that the insured benefit under the deposit protection agreement in respect of the Deposit is transferred from the Assignor to the Assignee; and
  - (d) the Assignor and the Assignee expressly acknowledge and agree that the deposit insurer can rely on the benefit of, and seek to enforce against either or both of them, the provisions of this paragraph notwithstanding that the deposit insurer is not a party to the assignment agreement.
- 8.4 **No Solicitation.** The Purchaser and its agents will not advertise or solicit offers from the public with respect to the resale of the Strata Lot by the Purchaser or the Purchaser's interest under this Contract before the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld.

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8.5 Continued Marketing. The Purchaser agrees that after completion of the conveyance contemplated by this Contract, the Purchaser shall allow the Vendor to maintain professional signage on the Strata Lot for the purposes of offering the balance of the Vendor's strata lots in the Development for sale. In addition the Purchaser acknowledges that the Vendor and the Vendor's representatives intend to continue marketing additional strata lots in the Development and in any other neighbouring developments that the directors of the Developer are marketing and in any other capacity as directors of a different developer under a different disclosure statement after the completion of the sale of the Strata Lot to the Purchaser, and that such continued marketing may include, without limitation, the maintenance of one or more strata lots owned by the developer as sales or administration offices and/or display suites, marketing events held at the Development and tours of the Development for prospective purchasers. The Purchaser agrees not to unreasonably interfere with the Vendor and the Vendor's representatives in the course of such continued marketing.

## 9.0 MISCELLANEOUS

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

- (a) terminate this Contract and in such event the Deposit together with all accrued interest thereon will be absolutely forfeited to the Vendor on account of damages (being the minimum amount of damages the parties agree the Vendor is expected to suffer as a result of such termination), without prejudice to the Vendor's other remedies, including a right to pursue the Purchaser for any unpaid Deposit and recover any additional damages; or
- (b) elect to extend the time for completion and complete the transaction contemplated by this Contract to a certain date determined by the Vendor, in which event time shall remain of the essence and the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 18% per annum, such interest to be calculated daily from the date upon which such payment and amounts were due to the date upon which such payment and amounts are paid.

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

In the event the Vendor elects to terminate this Contract the Purchaser acknowledges and agrees the Vendor's Solicitors is entitled to rely on any certificate provided to the Vendor's Solicitors under the *Real Estate Development Marketing Act* in connection with same and pay the Deposit and accrued interest thereon as directed by the Vendor notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser.

9.2 Purchaser's Conditions. Notwithstanding anything herein contained to the contrary if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions then the conditions shall be set out in an Addendum attached hereto, and, if such conditions exist then the Vendor, may, on written notice delivered to the Purchaser require the Purchaser to either satisfy or waive any or all conditions by delivering written notice within 48 hours from the time the Vendor gives notice to the Purchaser. If such written satisfaction or waiver is not received within such time, then this Contract shall terminate and the Deposit together with all accrued interest thereon shall be promptly refunded to the Purchaser.

9.3 Vendor's Condition Precedent. The obligation of the Vendor to complete the sale of the Strata Lot is subject to:

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- (a) the Vendor entering into firm and binding contracts of purchase and sale in respect of 75% of the strata lots in the Development on or before 12 months from the date the Initial Disclosure Statement was filed.

The foregoing conditions are for the sole benefit of the Vendor and may be waived by the Vendor at any time on or prior to the time set forth for satisfaction of the same. Each condition shall be deemed to have been waived within the time set forth if the Purchaser has not received, within 7 days following the date on which such condition is to be satisfied, notification from the Vendor that such condition has not been satisfied or waived. In the event the Vendor provides notice within such 7 day period that such condition is not waived or satisfied, this Contract shall be terminated, whereupon the Deposit and any interest accrued thereon shall be forthwith returned to the Purchaser without deduction, and this Contract shall thereupon be null and void, and of no further force or effect, and the Vendor shall not be liable for any costs or damages suffered by the Purchaser as a result of or in connection with this Contract or as a direct result of its termination.

- 9.4 Notices and Tender. Any notice to be given to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Contract or the Purchaser's Solicitors at their offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by fax or email to the Purchaser's Solicitors at their office or to the Purchaser, or if delivered to the Purchaser by email at the email address set out on the first page of this Contract. For clarity, the Purchaser hereby consents to the delivery by the Vendor and the receipt by the Purchaser of all notices to be provided hereunder, including without limitation all Amendments to the Disclosure Statement, by delivery by email. Such notice shall be deemed to have been received if so delivered or transmitted, when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing, or, in the event of delivery by email, the notice shall be deemed to be delivered as of the date and time the notice shows as being sent from the sender's email address. The address, fax number and email address (if any) for the Purchaser will be as set out on the first page of this Contract or such other address, fax number or email address the Purchaser has last notified the Vendor in writing. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. Any notice to be given to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and shall be deemed to have been received, as provided for in the preceding provisions of this section, *mutatis mutandis*. Any documents or money to be tendered on the Vendor shall be tendered by way of certified funds or bank draft and shall be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.
- 9.5 Governing Law. The Contract, the agreement resulting from the acceptance of the Contract and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Contract and the validity, existence and enforceability hereof.
- 9.6 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties shall be deemed to have been given at the same time to each other such party.
- 9.7 Residency of Vendor. The Vendor represents and warrants to the Purchaser that it is a resident of Canada within the meaning of the *Income Tax Act* of Canada.
- 9.8 Contractual Rights. The Contract and the agreement which results from its acceptance creates contractual rights only and not any interest in land.

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- 9.9 **Further Assurances.** The parties hereto shall do all further acts and things and execute all such further assurances as may be necessary to give full effect to the intent and meaning of this Contract.
- 9.10 **References.** All references to any party, whether a party to this Contract or not, will be read with such changes in number and gender as the context or reference requires.
- 9.11 **Personal Information.** The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of the personal information about the Purchaser as may be required for the following purposes:
- (a) to obtain financing for the Vendor;
  - (b) to comply with requirements of the Vendor's lenders and bankers;
  - (c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;
  - (d) for insurance coverage for the Property or the Development for carrying out its services;
  - (e) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;
  - (f) to the Vendor's lawyers for all matters relating to this Contract;
  - (g) to carry out and complete the sale of the Strata Lot to the Purchaser;
  - (h) to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;
  - (i) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;
  - (j) to facilitate communications between the Purchaser and the Vendor;
  - (k) to disclose the information to affiliated companies of the Vendor so that those affiliated companies may provide the Purchaser with notice of real estate projects being developed by those affiliated companies; and
  - (l) if the Strata Lot is listed on the Multiple Listing Service®, for the compilation, retention and publication associated real estate boards/associations of statistics.

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

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**DEPOSIT STRUCTURE CHANGE ADDENDUM**Date: October 12, 2021

Re: Proposed Strata Lot No. 111 Unit No. 709 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**"), attached to the Disclosure Statement (as defined in the Purchase Contract), in the development known as "Lumina Eclipse" (the "**Development**") to be constructed upon lands (the "**Lands**") located at 2381 Beta Avenue, Burnaby BC and presently legally described as: Parcel Identifier ("**PID**"): 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029

Further to the Agreement of Purchase and Sale made between the undersigned Liping Ding (the "**Purchaser**") and Lumina Eclipse Limited Partnership (the "**Vendor**") dated October 12, 2021, and all amendments and addendums thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Contract**"), the undersigned agree as follows:

**The Vendor and Purchaser hereby agree that the deposit structure, as per in Section 2 of the Contract, has been amended as follows:**


a. a deposit (the " <b>Initial Deposit</b> ") of \$10,000 payable <u>upon</u> presentation of this Contract by the Purchaser, payable by way of certified cheque, or bank draft;	\$10,000.00
b. a further deposit (the " <b>Second Deposit</b> ") <u>5</u> % of the Purchase Price (less the Initial Deposit), payable 7 days after acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$19,895.00
c. a further deposit (the " <b>Third Deposit</b> ") of <u>5</u> % of the Purchase Price, payable <u>120</u> days following the date of acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$29,895.00
d. a further deposit (the " <b>Fourth Deposit</b> ") of <u>5</u> % of the Purchase Price, payable <u>365</u> days following the date of acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$29,895.00
the balance of the Purchase Price, subject to adjustments, to be paid on the Completion Date by bank draft or certified cheque.	

**All other terms and conditions remain the same.**

Unless otherwise specifically defined in this Addendum, all capitalized terms used in this Addendum have the meanings ascribed to those terms in the Contract.

This Addendum forms a part of and is subject to the terms and conditions set out in the Contract. The Contract, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Contract remain the same, except to the extent expressly amended by this Addendum. This Addendum may be executed in counterparts and by facsimile or electronic transmission.

\_\_\_\_\_  
(Witness)


  
\_\_\_\_\_  
(Purchaser) Liping Ding

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Purchaser)

**LUMINA ECLIPSE LIMITED PARTNERSHIP by  
its general partner LUMINA ECLIPSE GP  
LTD.**

Per:

  
\_\_\_\_\_  
Authorized Signatory

This is Exhibit "C" referred to in  
the 1st Affidavit of Liping Ding affirmed  
before me this 7th day of April 2026

*Megan George*

---

A Commissioner for taking Affidavits for  
British Columbia

**eclipse**  
BRENTWOOD

**DEPOSIT RECEIPT**

STRATA LOT: 111 UNIT NO: 709

BUILDING ADDRESS: \_\_\_\_\_ B.C.

PURCHASER(S) NAME: Liping Ding

DEPOSIT AMOUNT:

\$ 10,000
Oct. 12 / 21
Danielle

RECEIVED DATE:

RECEIVED BY:

NEXT DEPOSIT AMOUNT:

\$ 19,895
Oct. 19

DUE DATE:

PAYABLE TO: Richards Buell Sutton LLP  
ATTACH CERTIFIED CHEQUE | BANK DRAFT:

CAD DRAFT / TRAITE \$CA

1016004-E/F\_2014-03



HSBC Bank Canada  
Banque HSBC Canada

2829 - 4500 KINGSWAY  
BURNABY BC V5H 2A9

THIS DRAFT CONTAINS A SECURITY WATERMARK ON REVERSE - HOLD AT AN ANGLE TO VIEW  
LE VERSO DE CETTE TRAITE A UNE PRESENCE A DES FINS DE SECURITE. LA TENIR EN ANGLE POUR LE CONSTATER.

**CANADIAN DOLLAR BANK DRAFT**  
**TRAITE BANCAIRE EN DOLLARS CANADIENS**

338526

2 0 2 1 1 0 1 2  
DATE Y/A M/M D/J

PAY TO THE ORDER OF  
PAYEZ A L'ORDRE DE

RICHARDS BUELL SUTTON LLP

\$ \*\*10,000.00

CAD TEN THOUSAND ONLY

Ordering Customer / Client émetteur  
M/R LIPING DING

Inst. Tel  
048402

*[Signature]*  
AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

CANADIAN DOLLARS  
DOLLARS CANADIENS

*[Signature]*  
COUNTERSIGNED / CONTRESIGNÉ

⑈ 338526 ⑆ ⑆ 10730 ⑆ ⑆ 016 ⑆ 930289 ⑆ ⑆ 010 ⑆



DEPOSIT RECEIPT

STRATA LOT: 111 UNIT NO: 709

BUILDING ADDRESS: \_\_\_\_\_ BC

PURCHASER(S) NAME: Liping Ding

DEPOSIT AMOUNT:	\$ <u>19,895.00</u>
RECEIVED DATE:	<u>10.14.2021</u>
RECEIVED BY:	<u>Mona Min</u>

NEXT DEPOSIT AMOUNT:	\$ <u>29,895.00</u>
DUE DATE:	<u>2.9.2022</u>

PAYABLE TO: Richards Buell Sutton LLP  
ATTACH CERTIFIED CHEQUE | BANK DRAFT.

10/0004 E/P, 2014-03

**HSBC**  
HSBC Bank Canada  
Banque HSBC Canada  
5210 KINGSWAY  
BURNABY BC V5H 2E9

THIS DRAFT CONTAINS A SECURITY WATERMARK ON REVERSE - HOLD AT AN ANGLE TO VIEW  
LE VÉRIFIÉ DE CETTE TRAITE À L'ENVERS POUR LE FAUSSEMENT À DES FINS DE SÉCURITÉ. LA TITRE AU REVERS POUR LE CONTRÔLE.

**CANADIAN DOLLAR BANK DRAFT  
TRAITE BANCAIRE EN DOLLARS CANADIENS**

319744

20211014

DATE Y/A M/M D/J

RICHARDS BUELL SUTTON LLP

\$ \*\*19,895.00

PAY TO THE ORDER OF  
PAYEZ À L'ORDRE DE

CAD NINETEEN THOUSAND EIGHT HUNDRED NINETY FIVE ONLY

Ordering Customer / Client émetteur  
MR LIPING DING

CANADIAN DOLLARS  
DOLLARS CANADIENS  
Holly Fox  
AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE  
Mona Min  
COUNTERSIGNED / CONTRÉSIGNÉ

Unit 709

⑈319744⑈ ⑆10140⑆016⑆ 930280⑆010⑈



DEPOSIT RECEIPT

STRATA LOT: 111 UNIT NO 709

BUILDING ADDRESS \_\_\_\_\_ BC

PURCHASER(S) NAME Liping Ding

DEPOSIT AMOUNT

\$ 29,895.00

RECEIVED DATE

10.25 2021

RECEIVED BY:

Alma Ma

NEXT DEPOSIT AMOUNT:

\$ 29,895.00

DUE DATE:

10.12.2022

PAYABLE TO: Richards Buell Sutton LLP  
ATTACH CERTIFIED CHECK / BANK DRAFT:

1-800-361-2214

**HSBC**  
HSBC Bank Canada  
Banque HSBC Canada  
5210 KINGSWAY  
BURNABY BC V5H 2E9

THIS DRAFT CONTAINS A MICR LINE. MICR LINE INFORMATION SHOULD BE KEPT ON FILE TO VERIFY THE MICR LINE IS CORRECT. MICR LINE INFORMATION SHOULD BE KEPT ON FILE TO VERIFY THE MICR LINE IS CORRECT.  
**CANADIAN DOLLAR BANK DRAFT**  
**TRAITE BANCAIRE EN DOLLARS CANADIENS**

319772

2021 10 25  
DATE VIA MM DJ

RICHARDS BUELL SUTTON LLP

\$ 29,895.00

PAY TO THE ORDER OF  
PAYEE'S ACCOUNT NO.

CAN DRAFT TWENTY NINE THOUSAND EIGHT HUNDRED NINETY FIVE ONLY

Drawing made in full payment  
of the account of the  
DRAWER'S ORDER

CANADIAN DOLLARS  
DOLLARS CANADIENS

Alma Ma  
AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE

COUNTERSIGNED / CONTRESIGNE

Unit 709 111

⑆319772⑆ ⑆10140⑆016⑆ 930280⑆010⑆

RICHARDS  
BUELL  
SUTTON

*Established in 1871*

36

Direct Line: 604.661.9294  
E-mail: [chospes@rbs.ca](mailto:chospes@rbs.ca)  
Our File: 52775-0006

**DEPOSIT RECEIPT**

**Lumina Eclipse**

SL: 111 Unit: 709 Civic Address: 2381 Beta Avenue, Burnaby

Received From: Liping Ding  
Cheque/Draft No. or Wire Wire  
Date Received: October 28, 2022  
Deposit Amount Received: \$30,000.00  
Deposit Number Fourth Deposit

Additional Notes:

<b>Note: Fourth Deposit overpaid by</b>
<b>\$86.00</b>

11916225.1

700-401 W. Georgia Street, Vancouver, BC, Canada V6B 5A1  
TEL: 604.682.3664 FAX: 604.688.3830 | RBS.CA

VANCOUVER | SURREY



This is Exhibit "D" referred to in  
the 1st Affidavit of Liping Ding affirmed  
before me this 7th day of April 2026

*Megan George*

---

A Commissioner for taking Affidavits for  
British Columbia

FEDERAL COURT		COUR FÉDÉRALE	
Date: 30 June 2023		30 juin 2023	
A Villeneuve-Alie			
OTT	2		

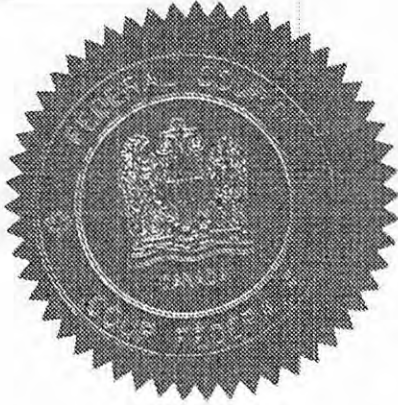
FEDERAL COURT

In the matter of the *Income Tax Act*,

- and -

In the matter of an assessment or assessments by the Minister of National Revenue under one or more of the *Income Tax Act*, *Canada Pension Plan*, *Employment Insurance Act*, the *Income Tax Act*,  
against:

**BETA VIEW HOMES LTD.**  
700 - 4211 Kingsway,  
Burnaby, British Columbia,  
V5H 1Z6



CERTIFICATE

I certify that on the **30th** day of **June** in the year of Our Lord Two Thousand and Twenty-Three, a Certificate, that is deemed to be a judgment of this Honourable Court, was registered in this Honourable Court,

for **Eleven Million Nine Hundred Ninety-Six Thousand Seven Hundred Sixty-Three Dollars and Nine Cents (\$11,996,763.09)**

plus interest pursuant to the said Acts, compounded daily, at the rate prescribed under the *Income Tax Act* applicable from time to time, on the sum of **\$11,996,763.09**, from the **23rd** day of **June, 2023**, to the day of payment, and that no satisfaction of the Certificate or any part thereof appears of record in this Court.

Dated this **30th** day of **June** in the year of Our Lord Two Thousand and Twenty-Three.

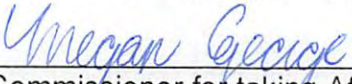
Federal Court  
*Angela Villeneuve-Alie*  
ANGELA VILLENUEVE-ALIE  
REGISTRY ASSISTANT  
ADJOINTE DU GREFFE

T309 E (22)  
(ADS)

D-1



This is Exhibit "E" referred to in  
the 1st Affidavit of Liping Ding affirmed  
before me this 7th day of April 2026

  
\_\_\_\_\_  
A Commissioner for taking Affidavits for  
British Columbia

**DISCLOSURE STATEMENT - FOURTH AMENDMENT**  
*Real Estate Development Marketing Act (British Columbia)*  
**LUMINA ECLIPSE**

**Date of Disclosure Statement:** September 24, 2021  
**Date of First Amendment:** June 17, 2022  
**Date of Second Amendment:** May 24, 2024  
**Date of Third Amendment:** September 16, 2024  
**Date of Fourth Amendment:** December 3, 2024  
**DEVELOPER:** LUMINA ECLIPSE GP LTD.  
LUMINA ECLIPSE LIMITED PARTNERSHIP  
BETA VIEW HOMES LTD.  
**ADDRESS FOR SERVICE:** 700 - 401 West Georgia Street,  
Vancouver, BC V6B 5A1  
**BUSINESS ADDRESS:** 700 - 4211 Kingsway,  
Burnaby, BC V5H 1Z6  
**REAL ESTATE BROKERAGES:** Rennie Marketing Systems  
51 East Pender Street  
Vancouver, BC V6A 1S9

The Developer reserves the right to appoint additional or replacement brokerage(s), and reserves the right to allow the brokerage to assign the brokers rights with respect to the marketing and sale of the Development to an affiliate or related party of the brokerage(s). The Developer may also use its own staff members to market the Strata Lots, who are not licensed under the *Real Estate Services Act*. None of the Developer's agent(s) or staff members will be acting on behalf of the Purchaser. None of the Developer's agent(s) will be acting on behalf of the Purchaser.

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

This Fourth Amendment to Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of:

**Purchaser: (insert name(s)) here:**

**And have confirmed that fact by initialling in the space provided here:**

<b>Purchaser Initials</b>	

The Disclosure Statement dated September 24, 2021, as amended by the First Amendment to Disclosure Statement dated June 17, 2022, Second Amendment to Disclosure Statement dated May 24, 2024, and Third Amendment to Disclosure Statement dated September 16, 2024 is amended as follows:

**1.0 Section 1.4 (Directors Names and Addresses) is amended by deleting the words “Ruiqian Liu” in their entirety and replacing them with “Mingkang Hu”.**

**2.0 Section 1.5 (The Developer’s Background) is amended by deleting Section 1.5(a)(iv) in its entirety and replacing it with the following:**

**3.0 “(iv) Mingkang Hu**

Mingkang Hu has been involved in the construction industry for 7 years, where he has works as a project director for high rise development renovation projects in Guangdong Province, China.”

**4.0 Section 1.5(d) is deleted in its entirety and replaced with the following:**

“(d) Except for Daljit Thind who is currently a director and principal holder of another developer who had a receiver appointed to hold its assets, neither the Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, have within the five years before the date of this Disclosure Statement, been a director, officer or principal holder of any other developer that, while they were acting in that capacity of that other developer:

- (i) was subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale lease, promotion, or management of real estate or securities, or to lending money secured by mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or
- (ii) was declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

There are active receivership applications pending against two other developers of which both Daljit Thind and Mingkang Hu are also directors, which applications are seeking orders to have a receiver appointed to hold those other developers’ assets. The Developer does not expect those applications to impact the sale of the Strata Lots in the Development.”

**5.0 Section 4.3(a) (Financial Charges) is amended as follows:**

**5.1 Section 4.3(a)(i) is deleted in its entirety and replaced with the following:**

“(i) Mortgages CA9151198, CA9151200, CA9469147, CA9774693, CB685881, CB1229020, CB1229026 and CB1524901 and Assignments of Rents CA9151199, CA9151201, CA9469148, CB1229021 all in favour of Kingsett Mortgage Corporation


("Kingsett"). Mortgage CB1652776 and Assignments of Rents CB1652777 both in favor of Coast Capital Savings Federal Credit Union ("Coast"). The Kingsett and Coast mortgages provide that in the event the Developer is in breach Kingsett or Coast can initiate a foreclosure procedure and either become the owner of the Lands or have the Lands sold. The Kingsett and Coast assignments of rents provide that where the Developer is in breach of the Kingsett mortgage and the Lands are rented then Kingsett and Coast would be entitled, but not obligated, to collect any rental income and apply same to the monies owed to Kingsett or Coast under the Kingsett and Coast mortgages respectively. Together the foregoing charges are collectively called the "Existing Financial Charges".

**6.0 Section 4.3(b) (Non-Financial Charges) is amended as follows:**

- 6.1 By adding 4.3(b)(xxiv) "(xxiv) Lien HB9235 filed by Shezmin Kurshid Alam Khan. The Developer is actively working to have this charge discharged from title to the Development."
- 6.2 By adding 4.3(b)(xxv) "(xxv) Lien CB1690183 filed by CLEARBROOK IRON WORKS LTD.. The Developer is actively working to have this charge discharged from title to the Development."
- 6.3 By adding 4.3(b)(xxvi) "(xxvi) Lien BB1552360 filed by MEGA CRANES LTD. The Developer is actively working to have this charge discharged from title to the Development."
- 6.4 By adding 4.3(b)(xxvii) "(xxvii) Lien CB1730467 filed by Super Save Fence Rentals Inc. The Developer is actively working to have this charge discharged from title to the Development."
- 7.0 **Section 5.1 (Construction Dates) is amended by deleting the words "October 1, 2024 and January 1, 2025" in their entirety and replacing them with "January 15, 2025 and April 15, 2025".**

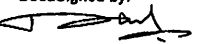


**Registered Owner:**  
**BETA VIEW HOMES LTD.** by its authorized  
signatories:

DocuSigned by:  
  
By: Daljit Thind  
CB8279F80EDF479...

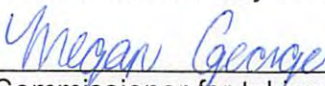
By: MING KANG HU  
Mingkang Hu

This Fourth Amendment to Disclosure Statement is executed by all of the Directors of BETA VIEW HOMES LTD., on December 3, 2024 in their personal capacity:

DocuSigned by:  
  
By: Daljit Thind  
CB8279F80EDF479...

By: MING KANG HU  
Mingkang Hu

This is Exhibit "F" referred to in  
the 1st Affidavit of Liping Ding affirmed  
before me this 7th day of April 2026

  
\_\_\_\_\_  
A Commissioner for taking Affidavits for  
British Columbia

**DISCLOSURE STATEMENT - FIFTH AMENDMENT**  
*Real Estate Development Marketing Act (British Columbia)*  
**LUMINA ECLIPSE**

**Date of Disclosure Statement:** September 24, 2021  
**Date of First Amendment:** June 17, 2022  
**Date of Second Amendment:** May 24, 2024  
**Date of Third Amendment:** September 16, 2024  
**Date of Fourth Amendment:** December 3, 2024  
**Date of Fifth Amendment:** November 25, 2025

**DEVELOPER:** **LUMINA ECLIPSE GP LTD.**  
**LUMINA ECLIPSE LIMITED PARTNERSHIP**  
**BETA VIEW HOMES LTD.**

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

**BUSINESS ADDRESS:** 700 - 4211 Kingsway  
Burnaby, BC V5H 1Z6

**REAL ESTATE BROKERAGE:** **MLA Canada Realty**  
**100 - 856 Homer Street, Vancouver, B.C.**

**MLA Fraser Valley Realty**  
**B210 - 20689 Willoughby Town Centre Dr., Langley, B.C.**

The Developer reserves the right to appoint additional or replacement brokerage(s) and reserves the right to allow the brokerage to assign the broker's rights with respect to the marketing and sale of the Development to an affiliate or related party of the brokerage. The Developer may also use its own staff members to market the Strata Lots, who are not licensed under the *Real Estate Services Act*. None of the Developer's agent(s) or staff members will be acting on behalf of the Purchaser.

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



**4.0** Sections 1.5(c) and (d) are deleted in their entirety and replaced with the following:

- "(c) The Developer is subject to an Order attached hereto as Exhibit "M" made by the Honourable Justice Masuhara of the Supreme Court of British Columbia (the "**Court**") on January 8, 2025 (as amended and restated on January 16, 2025 and April 16, 2025, and as may be further amended or amended and restated from time to time, the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") appointing KSV Restructuring Inc. ("**KSV**") as the monitor (in such capacity, the "**Monitor**") of the Developer. The CCAA is one of Canada's principal insolvency statutes. Pursuant to the Initial Order, and in addition to the rights and protections afforded to the Monitor under the CCAA, as an officer of the Court or otherwise at law, none of the Monitor, its employees, advisors or other representatives acting in such capacities shall incur any liability or obligation as a result of the Monitor's appointment or the carrying out of the provisions of the Initial Order, save and except for any gross negligence or willful misconduct on the Monitor's part. The Monitor is also afforded protection from certain liabilities under the CCAA and the amended sale process order made by the Court on October 17, 2025, and may be granted additional protections pursuant to further orders of the Court.
- (d) To the best of the Developer's knowledge, Daljit Thind is currently a director, and Daljit Thind and Mingkang Hu are each principal holders, of three other developers who have each had a receiver appointed over its respective assets. To the best of the Developer's knowledge, Mingkang Hu is also a director of two of these three developers.

To the best of the Developer's knowledge, no director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five years prior to the date of the Monitor's declaration attached to the Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud."

**5.0** The sixth paragraph of section 3.6 is deleted and replaced with the following:

"The Developer will grant partial assignments of the right to the sole use of one or more available Parking Stalls and/or Storage Lockers from the Parking Tenant to the owner, at a cost to the owner determined by the Developer."

**6.0** The text of Section 3.12 is deleted in its entirety and replaced with "Intentionally deleted."

**7.0** Section 4.3(a)(i) is deleted in its entirety and replaced with the following:

- "(i) Mortgages CA9151198, CA9151200, CA9469147, CA9774693, CB685881, CB1229020, CB1229026 and CB1524901 and Assignments of Rents CA9151199, CA9151201, CA9469148, CB1229021 all in favour of KingSett Mortgage Corporation ("**KingSett**"). Mortgage CB1652776 and Assignments of Rents CB1652777 both in favor of Coast Capital Savings Federal Credit Union ("**Coast**").

Mortgage CB1831532 and Assignment of Rents CB1831533 both in favour of 1076737 B.C. Ltd. ("107"). The KingSett, Coast and 107 mortgages provide that if the Developer is in breach of such security, then KingSett, Coast or 107, as applicable, can initiate a foreclosure procedure and either become the owner of the Lands or have the Lands sold. The KingSett and Coast assignments of rents provide that, where the Developer is in breach of a KingSett mortgage and the Lands are rented then KingSett and Coast would be entitled, but not obligated, to collect any rental income and apply same to the monies owed to KingSett or Coast under the KingSett and Coast mortgages respectively. The foregoing charges are collectively called the "Existing Financial Charges". The Developer or the Monitor, for and on behalf of the Developer, will cause the Existing Financial Charges to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers."

**8.0** Section 4.3(b) (Non-Financial Charges) is amended by deleting paragraphs 4.3(b)(xxiv)-4.3(b)(xxvii) and replacing them with the following:

- "(xxiv) Lien HB9235 filed by Shezmin Kurshid Alam Khan, which lien the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers.
- (xxv) Lien CB1690183 filed by Clearbrook Iron Works Ltd., which lien the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers.
- (xxvi) Lien CB1552360 filed by Mega Cranes Ltd., which lien the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers.
- (xxvii) Lien CB1730467 filed by Super Save Fence Rentals Inc., which lien the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers.
- (xxviii) Judgment CB1757236 filed by His Majesty the King in Right of Canada, *inter alia*, which the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers.
- (xxix) Lien CB1796781 filed by Boxx Modular LP, which lien the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers.
- (xxx) Lien CB1824318 filed by Avi Masonry Ltd., which lien the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers.

- (xxxix) Lien HB10643 filed by Ram Geotechnical Engineering Ltd., which lien the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers.
- (xxxvii) Liens CB1884086 and CB1884087 filed by Group Security Services Ltd., which liens the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers.
- (xxxviii) Lien CB2056681 filed by Han Appliances & Refrigeration Ltd., which lien the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers.
- (xxxix) Lien CB2186190 filed by Midland Appliance Ltd., which lien the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers.
- (xl) Certificate of Pending Litigation CB2342875 in favour of Clearbrook Iron Works Ltd., which the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers.
- (xli) Certificate of Pending Litigation CB2360491 in favour of Mega Crane Ltd., which the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the Lands and/or the Strata Lots prior to the conveyance of the Strata Lots to purchasers."

**9.0** Section 4.5 is deleted in its entirety and replaced with the following:

**"4.5 Outstanding or Contingent Litigation or Liabilities**

To the best of the Monitor's knowledge, based on the books and records of the Developer available to the Monitor as of the date of the Fifth Amendment to this Disclosure Statement, there are no outstanding or contingent litigation or liabilities in respect of the Development, the Lands or against the Developer that may affect the Strata Corporation or the Strata Lot owners except for the following:

- (a) outstanding liabilities in respect of the Development incurred in the ordinary course of construction of the Development, for which the Monitor intends to apply to the Court for an Approval and Vesting Order (as may be amended or amended and restated from time to time, the "AVO") in order to vest off title to the Development;
- (b) ongoing obligations or requirements in connection with encumbrances granted to the City as set out in Section 4 that will be satisfied by the

Developer in due course and/or assumed by the Strata Corporation as applicable;

- (c) any liabilities in respect of claims of builder's liens registered on title to the Development, which liabilities are expected to be vested off titles pursuant to the AVO, if applicable, and/or paid, in due course;
  - (d) outstanding property taxes in respect of the Development which will be paid upon closing of the sale of each Strata Lot as applicable; and
  - (e) outstanding corporate income tax owing to the Canada Revenue Agency."
- 10.0** Section 5.1 is amended by deleting the words "January 15, 2025 and April 15, 2025" and replacing them with "January 15, 2026 and April 14, 2026".
- 11.0** Section 5.2 is amended by deleting the words "WBI Home Warranty Ltd." and replacing them with "Aviva Insurance Company of Canada".
- 12.0** The first paragraph of section 6.1 is amended by deleting "*Real Estate Development and Marketing Act*" and replacing it with "*Real Estate Development Marketing Act*".
- 13.0** Section 7.2 is amended as follows:
- (a) by deleting the first paragraph in its entirety and replacing it with the following:  
"A copy of the Monitor's Contract of Purchase and Sale that the Monitor proposes to use in connection with the sale of the Strata Lots, for and on behalf of Lumina Eclipse Limited Partnership, is attached to this Disclosure Statement as Exhibit "J", and is referred to as the "**Purchase Agreement**" in this Disclosure Statement. Also attached to this Disclosure Statement as Exhibit "I" is a copy of the Developer's Contract of Purchase and Sale, which is referred to in this Disclosure Statement as the "**Developer's Contract of Purchase and Sale**".";
  - (b) by adding the following to the third paragraph: "The form of the Purchase Agreement may also be modified from time to time by the Monitor, for and on behalf of Lumina Eclipse Limited Partnership, and may be modified by agreement between any purchaser and the Monitor, for and on behalf of Lumina Eclipse Limited Partnership.";
  - (c) by deleting the fourth and fifth paragraphs in their entirety and replacing them with the following:  
  
"Unless otherwise defined in this Disclosure Statement, each capitalized term used in this Section 7.2 will have the respective meaning given to it in the Developer's Contract of Purchase and Sale and/or the Purchase Agreement, as applicable.  
  
The information set out in this Section 7.2 is a summary of provisions contained in the Developer's Contract of Purchase and Sale and the Purchase Agreement (the terms of which, for the purposes of this Section 7.2, are substantively the same) as required by Policy Statement 14. Purchasers are cautioned that, as the below

is a description only, Purchasers should refer to the Developer's Contract of Purchase and Sale in Exhibit "I" and the Purchase Agreement in Exhibit "J", as applicable, for the full details. If there is any discrepancy between the description in this Section 7.2 and the provisions of Exhibit "I" or Exhibit "J", then the terms of Exhibit "I" or Exhibit "J", as the case may be, will govern."; and

(d) by adding an additional paragraph at the end of Section 7.2(a) as follows:

"Pursuant to the terms of paragraph 10.5 of Addendum "A" of the Purchase Agreement, if an order issued by the Court, in form and substance acceptable to the Monitor, among other things, authorizing the sale of the applicable Strata Lot free and clear of all claims and encumbrances (other than certain permitted encumbrances), is not obtained, or such order or the Initial Order has been stayed, made subject to appeal or leave to appeal, amended or varied in a manner adverse to the Monitor, Lumina Eclipse Limited Partnership or the Developer, or vacated, or an application, motion or other proceeding has been commenced seeking the same, which has not been fully dismissed or withdrawn or otherwise resolved in a manner satisfactory to the Monitor, acting reasonably then the Purchase Agreement shall be terminated."

**14.0** Section 7.2(b) (Extension) is amended by adding the following as a new paragraph following Section 7.2(b)(v):

"In addition to the foregoing in this Section 7.2(b), if for any reason the documents required to transfer or transmit title to a Strata Lot to a Purchaser are not accepted for full registration at the Land Title Office, then the Monitor, for and on behalf of Lumina Eclipse Limited Partnership, will have the right, at the Monitor's sole discretion, to extend the Completion Date (as that term is defined in the Purchase Agreement) for a period of up to 30 days. In such event, the Monitor, for and on behalf of Lumina Eclipse Limited Partnership, will not be obligated to pay the Purchaser for any additional costs, fees, penalties or other expenses associated with the extension of the Completion Date or any costs incurred by the Purchaser as a result of the extension. The Monitor, for and on behalf of Lumina Eclipse Limited Partnership, will provide the Purchaser with notice of the new Completion Date at least seven (7) business days prior to the extended Completion Date."

**15.0** By adding the following at the end of Section 7.3:

" and

(b) those commitments regarding the provision of alternative transportation areas as noted in covenant CA8624124 (outlined in further detail at Section 4.3(b)(xv))."

**16.0** Section 7.4 is amended by adding the following as section 7.4(c):

"(c) *Companies' Creditors Arrangement Act*

Prospective purchasers should be aware that the Developer is subject to the Initial Order attached hereto as Exhibit "M" made by the Honourable Justice Masuhara

pursuant to the CCAA, among other things, appointing KSV as the Monitor of the Developer."

- 17.0** Exhibit "H" titled "Rental Disclosure Statement" is deleted in its entirety and replaced with a new Exhibit "H" titled "Intentionally Deleted".
- 18.0** The cover page for Exhibit "I" is amended by deleting "Proposed Contract of Purchase and Sale" and replacing it with "Developer's Contract of Purchase and Sale".
- 19.0** Exhibit "J" titled "Legal Notations, Charges, Liens and Interests" is deleted in its entirety and replaced with a new Exhibit "J" titled "Monitor's Contract of Purchase and Sale" as attached hereto as Exhibit "J".
- 20.0** Exhibit "M" titled "Order" attached hereto is added to the Disclosure Statement as Exhibit "M".

**DEEMED RELIANCE**

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

**DECLARATION**

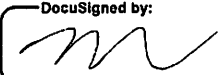
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of November 25, 2025.

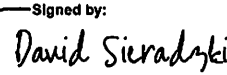
**Monitor:**

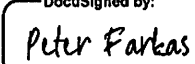
**KSV RESTRUCTURING INC.**, solely in its capacity as the Court-appointed monitor of Lumina Eclipse GP Ltd., Lumina Eclipse Limited Partnership and Beta View Homes Ltd., and not in any other capacity by its authorized signatory:

By:   
DocuSigned by:  
07FC5852A0B7407  
Name: Noah Goldstein  
Title: Managing Director

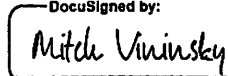
This Fifth Amendment to Disclosure Statement is executed by all of the **Directors of KSV Restructuring Inc.**, on November 25, 2025 in their personal capacity.

By:   
DocuSigned by:  
07FC5852A0B7407  
Noah Goldstein

By:   
Signed by:  
F98792414A9B408  
David Sieradzki

By:   
DocuSigned by:  
009C3A042A584P7...  
Peter Farkas

By:   
Signed by:  
5A47C1CC41F845...  
Robert Kofman

By:   
DocuSigned by:  
A1CEC28DEZ134966...  
Mitch Vininsky

This is Exhibit "G" referred to in  
the 1st Affidavit of Liping Ding affirmed  
before me this 7th day of April 2026

*Megan George*

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A Commissioner for taking Affidavits for  
British Columbia

We hope this email finds you well. As promised in our recent correspondence, we are writing to share that the Fifth Amendment to the Disclosure Statement for Lumina Eclipse has now been filed with the Superintendent of Real Estate.

This Amendment includes important information regarding the development. The updates primarily reflect administrative and legal revisions following the appointment of KSV Restructuring Inc. as the Court-appointed monitor (the "Monitor") of Beta View Homes Ltd., Lumina Eclipse GP Ltd. and Lumina Eclipse Limited Partnership (the "Developer") under the Companies' Creditors Arrangement Act (the "CCAA"). Among other things, the Monitor is overseeing the completion and sale of the development, for and on behalf of the Developer.

Please note that the Outside Date Extension Notice, pursuant to Section 5.1 of Addendum "A" to the Contract of Purchase and Sale, will be delivered to you in a separate email. You will receive this second communication shortly, and we encourage you to review both documents in full upon receipt.

We are happy to provide a summary of the key updates included in this Amendment:

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#### Summary of Amendments

##### 1. Cover Page & Brokerage Information

Updated to confirm MLA Canada Realty and MLA Fraser Valley Realty (together, "MLA Canada") are the new representing brokerages for Eclipse.

##### 2. Section 1.2 - Purpose of Formation

Updated to reflect the completion of the adjacent Lumina Waterfall and Lumina Starling developments, and the sale of all strata lots.

##### 3. Section 1.5 - Developer Information

Updated to reflect the Court's appointment of KSV Restructuring Inc. as the Monitor under the CCAA. This section confirms and explains how the project continues under formal Court supervision to ensure transparency, protection of purchaser interests, and the successful completion of the development.

##### 4. Section 3.6 - Parking and Storage

There is clarified wording in this section on how parking and storage allocations are assigned at completion.

##### 5. Section 3.12 - Rental Disclosure Statement and deletion of Exhibit "H"

References to the Rental Disclosure Statement are deleted as such statements are no longer required under the Strata Property Act.

##### 6. Section 4.3 - Financial and Non-Financial Charges

Updated to reflect current mortgage holders' and various non-financial charges on title, all of which will be discharged on or prior to

closing. This section explains that purchasers will receive clear title to their home at completion.

#### 7. Section 4.5 - Litigation or Liabilities

Confirms that to the best of Monitor's knowledge, and other than as outlined in the Disclosure Statement, there are no new material legal actions affecting the development.

#### 8. Section 5.1 - Construction and Completion Dates

This section updates the anticipated completion timeline to January 15 to April 14, 2026.

This revised date range aligns with the project's current construction progress and allows time to ensure quality finishing of your home, and a smooth and coordinated delivery for you on your completion date. Although the Amendment includes this three-month window, it is estimated that homeowner turnover will occur by the end of January 2026 or early-February 2026.

#### 9. Section 5.2 - Home Warranty Provider

This section explains who the Home Warranty provider will now be, and most importantly confirms that all homes remain covered under a policy with a recognized and reputable home warranty provider.

#### 10. Section 7.2 - Purchase Agreement

Updated to reflect the inclusion of a new Monitor's Form of Contract of Purchase and Sale as Exhibit "J" to the Disclosure Statement.

#### 11. Section 7.3 & 7.4 - Additional Disclosures

Includes additional references to transportation covenants and the CCAA process. These additions provide full transparency regarding ongoing commitments and the Court process as it pertains to project completion.

#### 12. Exhibits "J" and "L"

There are new exhibits added to the agreement, which include an updated Monitor's form of Contract of Purchase and Sale and the Court order appointing the Monitor. These additions confirm the legal framework under which sales will be proceeding, which is under the Monitor's oversight.

**[Click here to view the Fifth Amendment.](#)**

**Fifth Amendment**

Please sign this receipt at your earliest convenience. You will be signing electronically using Avesdo, our online Contract Management platform.

#### **How to Sign Electronically**

**[Click here to be directed to the Avesdo login page.](#)**

A rectangular button with the word "Sign" in white text on a dark grey background.

1. Type in your email address as your username.
2. Type in Password (Forgot your password? Click "Forgot Password" and type in your email address. A re-set link will be emailed to you).
3. Once logged in, click on "Documents To Sign".
4. When you see the document select "Sign" button on the top left. Review the document and click on the highlighted areas in yellow to sign.
5. Once you finish signing, click "Save Document" at top left.
6. The signed copy will then be sent to our Sales Team and you will receive a copy via email.

Our team at MLA Canada remains committed to supporting you through a smooth completion process of your home at Eclipse. As outlined above, you will receive a separate email shortly with important information about your Contract of Purchase and Sale. Additionally, you can expect to receive further correspondence from our team in the coming weeks, as we will detail additional information and outline next steps to help you as the project progresses toward completion in early 2026.

In the meantime, if you have any questions regarding this Amendment, please contact our team at MLA Canada at [eclipse@mlacanada.com](mailto:eclipse@mlacanada.com) and a member of Customer Care team will be in touch with you as soon as possible.

Warm regards,

MLA Canada



Member of  
**rennie**

This is Exhibit "H" referred to in  
the 1st Affidavit of Liping Ding affirmed  
before me this 7th day of April 2026

*Megan George*

---

A Commissioner for taking Affidavits for  
British Columbia

DATED September 24, 2021

**LUMINA ECLIPSE****DISCLOSURE STATEMENT***REAL ESTATE DEVELOPMENT MARKETING ACT (BRITISH COLUMBIA)***DEVELOPER:****Name:**

**LUMINA ECLIPSE GP LTD.  
LUMINA ECLIPSE LIMITED PARTNERSHIP  
BETA VIEW HOMES LTD.**

**Address for Service:**

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

**Business Address:**

700 - 4211 Kingsway, Burnaby, BC V5H 1Z6

**REAL ESTATE BROKERAGE:**

MLA Canada Realty  
100 - 856 Homer Street, Vancouver, BC V6B 2W5

MLA Fraser Valley Realty  
B210 - 20689 Willoughby Town Centre Drive, Langley, BC  
V2Y 0X7

The Developer reserves the right to appoint additional or replacement brokerage(s), and reserves the right to allow the brokerage to assign the brokers rights with respect to the marketing and sale of the Development to an affiliate or related party of the brokerage(s).

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

**This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of \_\_\_\_\_, who has confirmed that fact by initialling in the space provided here.**

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### RIGHT OF RESCISSION

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

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

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

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

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**EXHIBITS TO THIS DISCLOSURE STATEMENT**

- A Preliminary Strata Plan
- B Zoning Bylaw Excerpt: CD Comprehensive Development District
- C Preliminary Form V – Schedule of Unit Entitlement
- D Form Y – Owner Developer's Notice of Different Bylaws
- E Parking & Storage Lease
- F Estimated Interim Budget
- G Estimated Monthly Strata Fee Schedule
- H Form J – Rental Disclosure Statement
- I Proposed Contract of Purchase and Sale
- J Legal Notations, Charges, Liens and Interests
- K Building Permit

## 1. THE DEVELOPER

### 1.1 Jurisdiction, Date of Incorporation and Incorporation Number of the Developer

#### (a) Jurisdiction of Incorporation

The developer is comprised of Lumina Eclipse Limited Partnership, Lumina Eclipse GP Ltd. and Beta View Homes Ltd. (together, the "**Developer**").

Lumina Eclipse Limited Partnership (the "**Limited Partnership**") is a limited partnership and the jurisdiction of formation is British Columbia.

The general partner of the of the Limited Partnership is Lumina Eclipse GP Ltd. (the "**General Partner**") and the General Partner's jurisdiction of incorporation is British Columbia.

Beta View Homes Ltd. (the "**Registered Owner**") is a corporation and the jurisdiction of incorporation of which is British Columbia.

#### (b) Date of Incorporation

The date of formation of the Limited Partnership is April 26, 2021, the date of incorporation of the General Partner is March 16, 2021 and the date of incorporation of the Registered Owner is August 7, 2013.

#### (c) Incorporation Number

The registration number of the Limited Partnership is LP843267, the incorporation number of the General Partner is BC1294727, and the incorporation number of the Registered Owner is BC0977271.

### 1.2 Purpose of Formation

The Limited Partner and the General Partner were created for the purposes of constructing, marketing and selling the Development (as defined in Section 2.1).

The Registered Owner was created for the purposes of constructing the Adjacent Development (as defined and outlined in further detail at Section 2.1(b)), located on an adjacent parcel of lands known civically as 2351 Beta Avenue Burnaby, BC and 2311 Beta Avenue Burnaby, BC, and legally described as Strata Plan EPS6882 (the "**Adjacent Lands**").

The parties comprising Developer have additional assets, in addition to the Development, with respect to the project, but do not beneficially own any additional real property. The Registered Owner holds legal title to various strata lots within the Adjacent Development, but does not beneficially own any real property.

The Adjacent Development is a previously constructed strata titled development consisting of 510 units within two buildings, and is separate from, and does not form part of, the Development. The Adjacent Development does not form part of any offering under this Disclosure Statement.

For further information regarding the Adjacent Development, purchasers are referred to Section 2.1(b).

### 1.3 Registered and Records Office

The registered and records office of the Limited Partnership, General Partner and Registered Owner are as follows:

	<b>Name</b>	<b>Registered &amp; Records Office</b>
Limited Partnership	Lumina Eclipse Partnership	700 - 401 West Georgia Street, Vancouver, BC V6B 5A1
General Partner	Lumina Eclipse GP Ltd.	700 - 401 West Georgia Street, Vancouver, BC V6B 5A1
Registered Owner	Beta View Homes Ltd.	700 - 401 West Georgia Street, Vancouver, BC V6B 5A1

### 1.4 Directors

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

- (a) Daljit Thind; and
- (b) Junyi Liu.

### 1.5 The Developer's Background

- (a) To the best of the Developer's knowledge, the nature and extent of the experience that the Limited Partnership, the General Partner and the Registered Owner and their officers and directors have in the development industry is as follows:

- (i) Limited Partnership and General Partner

The Limited Partnership and the General Partner were each formed specifically for the purpose of developing and marketing the Development and neither the Limited Partnership nor the General Partner has any experience in the development industry.

- (ii) Registered Owner

The Registered Owner is a real estate holding corporation and holds title to the Lands as nominee, agent and bare trustee for and on behalf of the Limited Partnership. The Registered Owner's only experience in the development industry is as the developer of the Adjacent Development.

- (iii) Daljit Thind

Daljit Thind has over 25 years' experience developing mixed-use multi-unit residential and multi-unit commercial properties in Metro Vancouver.

(iv) Junyi Liu

Junyi Liu has been involved in the development of five other large residential development projects in Metro Vancouver.

- (b) Neither the Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, have within the ten years before the date of this Disclosure Statement, been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (c) Neither the Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, have within the five years before the date of the Developer's declaration attached to this Disclosure Statement, declared bankruptcy or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold assets for them.
- (d) Neither the Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, have within the five years before the date of this Disclosure Statement, been a director, officer or principal holder of any other developer that, while they were acting in that capacity that other developer:
- (i) was subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale lease, promotion, or management of real estate or securities, or to lending money secured by mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or
  - (ii) was declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

## 1.6 Conflicts of Interest

The Developer is not aware of any existing or potential conflicts of interest among the Developer, any directors, officers and principal holders of the Developer in connection with the Development which could reasonably be expected to affect a purchaser's decision to purchase, except for the following:

(a) Parking Tenant

With respect to the Parking & Storage Lease, which is defined and described in detail in Section 3.6, the Parking Tenant under the Parking & Storage Lease is intended to be a company incorporated by the Developer to hold, as lessee and

tenant a parking and storage lease agreement with the General Partner on behalf of the Limited Partnership, as landlord, for the purpose of the Developer's allocation of the parking stalls and storage lockers being offered for sale. The form of Parking & Storage Lease is attached to this Disclosure Statement as EXHIBIT E.

The Parking Tenant reserves the right to retain and assign or sublet all available parking stalls and storage lockers for a fee without compensation to the owners of the Strata Lots or the Strata Corporation and disburse same to the Developer. The Developer intends at some future time to cause the Parking Tenant to assign all of its interest in the Parking & Storage Lease to the Strata Corporation.

Purchasers are strongly advised to review Section 3.6 of this Disclosure Statement and EXHIBIT E attached hereto for more information.

## 2. GENERAL DESCRIPTION

### 2.1 General Description of the Development

#### (a) The Development

The Developer is marketing under this Disclosure Statement a residential strata lot development contained within a 34 storey multi-residential building, including two levels of parking above grade and two levels of underground parking (the "Development"). The Development will be of concrete construction.

The Development will be a single-phase consisting of:

- (i) 329 residential strata lots (collectively, the "Strata Lots" and each a "Strata Lot") located on Levels 1-34; and
- (ii) A parkade located within levels L1-L2 and P1-P2 (the "Parkade"),

to be constructed on the Lands (as defined in Section 4.1).

#### (b) Adjacent Development

The Registered Owner previously developed a 510 unit residential strata titled development on the Adjacent Lands (the "Adjacent Development").

Purchasers are advised that the Parkade within the Development is intended to be connected to the parkade of the Adjacent Development. The Development and Adjacent Development have the benefit and burden of certain reciprocal easements for pedestrian access, vehicular access, parking, garbage and recycling over the Lot 1 Easement Areas and the Lot 2 Easement Areas (as defined and described in further detail at Section 4.3).

Purchasers are further advised that the public art is also shared between the Development and the Adjacent Development within the Public Art Area (as defined and described in further detail at Section 4.3(c)(v)).

## (c) Civic Location

The current civic address for the Lands (as defined in Section 4.1) is 2381 Beta Avenue, Burnaby BC. Once the Development is completed, the address may be amended by the City of Burnaby (the "City").

Please refer to Section 4.1 for the legal description of the Lands.

## (d) General Description of Strata Lots and Offering for Sale

## (i) Strata Lots

The Strata Lots will be a mixture of studio, 1-bedroom, 2-bedroom and 3-bedroom unit as follows:

<b>Description</b>	<b>Number</b>
Studio units	65
1-bedroom plus den units	104
2-bedroom units	107
2-bedroom plus den units	37
3-bedroom units	15
3-bedroom plus den units	1
<b>Total</b>	<b>329</b>

The Developer reserves the right, in its sole discretion, to sell all or any number of the Strata Lots and may retain some for rental or own use purposes. However, currently it is the Developer's intention to sell all of the Strata Lots.

The Development will be in the vicinity of the Adjacent Development, which is more particularly defined and described in Section 2.1(b), above.

## (e) Strata Plan

The proposed layout, dimensions and location of the Development, including the Strata Lots, Common Property (as defined in Section 3.3) and Limited Common Property (as defined in Section 3.4) are shown on the preliminary form of the strata plan (the "**Preliminary Strata Plan**"), attached as EXHIBIT A.

Once the Development is constructed a final, surveyed, strata plan for the Development (the "**Final Strata Plan**") will be prepared and filed with the Land Title Office, that will subdivide the Lands into the Strata Lots and Common Property (including the Limited Common Property). See Section 4 for further details.

The Developer intends to construct and complete the Development substantially in accordance with the Preliminary Strata Plan; however, the actual layout, dimensions and location of the Development, including the Strata Lots, Common Property and Limited Common Property, as constructed will be shown on the Final Strata Plan and may vary from what is depicted on the Preliminary Strata Plan. Reasons for variance include that the Preliminary Strata Plan are based on architectural drawings and designs and there may be construction variations and different measurement methods used for the Final Strata Plan, changes may be

required by the City, and there may be modifications that in the opinion of the Developer or its architect, are desirable or necessary. The Developer also reserves the right to amend the size, number and type of units, parking spaces, bicycle spaces, storage lockers for the Development, to combine two or more Strata Lots into a single Strata Lot, to subdivide single Strata Lots into two Strata Lots, to renumber the Strata Lots, parking spaces, bicycle spaces, and storage lockers or to renumber the unit numbers assigned to the Strata Lots, and to amend the location and size of any Common Property and Limited Common Property prior to filing the Final Strata Plan.

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

For additional information, purchasers are strongly encouraged to review Sections 3 (Strata Information), 4 (Title and Legal Matters) and EXHIBIT A (Preliminary Strata Plan).

(f) **Strata Corporation**

The filing of the Final Strata Plan also creates the strata corporation (the "**Strata Corporation**").

Each Strata Lot owner will also be entitled to a proportionate share in the Common Property and common assets of the Strata Corporation, which Common Property the owners of the Strata Lots will own as tenants in common.

For additional information purchasers are strongly encouraged to review Sections 3 (Strata Information), EXHIBIT D (Bylaws) and EXHIBIT F (Estimated Interim Budget).

## 2.2 Permitted Use

The Development consists of residential units only, which is in compliance with the City's zoning by-laws. The lands comprising the Development are zoned CD Comprehensive Development District (based on RM4s Multiple Family Residential District, Brentwood Town Centre Plan as guidelines, and in accordance with the development plan entitled "The Residences at Brentwood Park South" prepared by Chris Dikeakos Architects Inc.), which allows for a multi-residential complex, a copy of the description of such zoning designation is attached as EXHIBIT B. The Development complies with all building restrictions, zoning regulations and other restrictions governing the use and development of the Development and any Strata Lot therein. Zoning information may be obtained from the City at Burnaby City Hall second floor, 4949 Canada Way, Burnaby, Tel 604-294-7130.

There are no restrictions on the use of a Strata Lot except as imposed under, the proposed bylaws of the Strata Corporation as amended (which are outlined in further detail at Section 3.5) and as imposed by the City zoning and other by-laws applicable to the Development, including without limitation, the zoning by-law (attached as EXHIBIT B), and

any other covenant or agreement required by the City with respect to the lands comprising the Development.

In addition to the zoning bylaws, the use of the Strata Lots are subject to the restrictions contained in applicable laws of general application, including the bylaws of the City, the Bylaws, and existing and proposed encumbrances described in Sections 4.3 and 4.4. Purchasers should familiarize themselves with the foregoing.

### 2.3 Phasing

The Development will not be constructed as part of a phased development under the *Strata Property Act*.

## 3. STRATA INFORMATION

### 3.1 Unit Entitlement

The unit entitlement figures for the Strata Lots indicate the share of each Strata Lot in the Common Property, and are the figures by which the proportionate contributions of Strata Lot owners to the expenses of the Strata Corporation are determined.

The unit entitlement of the Strata Lots will be based on the habitable area of each Strata Lot in square metres, rounded to the nearest whole number, as determined by a British Columbia land surveyor as set out in Section 246(3)(a)(i) of the *Strata Property Act* (British Columbia). "Habitable area" is defined in Section 246 of the *Strata Property Act* by reference to Section 14.2 of the *Strata Property Regulation* as "the area of a residential strata lot which can be lived in, but does not include patios, balconies, garages, parking stalls, or storage areas other than closet space."

The proposed unit entitlement figures for the Strata Lots are set out in the preliminary Form V Schedule of Unit Entitlement attached as EXHIBIT C to this Disclosure Statement.

The unit entitlement figures set out in the preliminary Form V Schedule of Unit Entitlement are based on proposed architectural drawings and the Preliminary Strata Plan, may vary when calculated on the basis of the Final Strata Plan.

The final Form V Schedule of Unit Entitlement will be filed concurrently with the Final Strata Plan at the Land Title Office.

### 3.2 Voting Rights

Voting rights refers to the number of votes allotted to each Strata Lot. Each Strata Lot is entitled to one vote.

### 3.3 Common Property and Facilities

#### (a) Ownership, Use, Repair and Maintenance of Common Property

Each of the owners of the Strata Lots will be tenants-in-common with all other owners of a proportionate share of the common property, common facilities and other assets of the Strata Corporation (collectively, the "Common Property") shown on the Final Strata Plan as filed in the Land Title Office. The proportionate

share of each owner of a Strata Lot of the Common Property shall be based on the proportionate unit entitlement of the Strata Lot as described above in Section 3.1.

Common Property may be designated as Limited Common Property, as shown on the Final Strata Plan (and the Common Property includes all such designated Limited Common Property).

The use and enjoyment of the Common Property by the owners of the Strata Lots is subject to the Bylaws, any designations of Common Property as Limited Common Property, the Parking & Storage Lease, and any licenses, easements, leases, rights of way, equitable charges, covenants or any other encumbrances or charges described in this Disclosure Statement or by the Strata Corporation.

However, pursuant to the *Strata Property Act*, the Strata Corporation, by bylaw, may make owners responsible for repairing and maintaining Limited Common Property that they use, and make a particular section responsible for repairing and maintaining specific portions of Common Property or Limited Common Property.

The Bylaws make the owner of each Strata Lot that has allocated to it Limited Common Property responsible for repairing and maintaining that Limited Common Property, responsible for repairing and maintaining specific portions of Common Property or Limited Common Property, all as more fully described in Section 3.4 (Limited Common Property) and Section 3.5 (Bylaws).

The Strata Corporation will be responsible for repairing and maintaining the following:

- (i) common assets of the strata corporation;
- (ii) Common Property that has not been designated as Limited Common Property;
- (iii) Limited Common Property as set out in Section 3.4 (Limited Common Property); and
- (iv) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
  - (A) the structure of a building;
  - (B) the exterior of a building;
  - (C) chimneys, stairs, balconies and other things attached to the exterior of a building; and
  - (D) fences, railings and similar structures that enclose patios, balconies and yards.

The actual cost of operating and maintaining the Common Property will be shared by the owners and included in their Monthly Strata Fees (as defined in Section 3.8(b)), in accordance with the unit entitlement of their respective Strata Lots (as described in Section 3.1).

## (b) Common Property and Facilities in the Development

It is intended that the Common Property of the Development will include the following without limitation:

- (i) A fitness room, which intended to contain leased gym equipment with adjacent kids play room;
- (ii) An outdoor amenity area containing a patio, lounge, lawn and children's play area;
- (iii) An indoor amenity lounge, which is intended to include a TV, fridge, sink and dishwasher;
- (iv) A co-working office hub;
- (v) parking stalls;
- (vi) storage rooms;
- (vii) parking and storage access areas and ramps;
- (viii) garbage and recycling rooms;
- (ix) lobbies, vestibules, elevators, stairwells, corridors and walkways;
- (x) intercom systems and related equipment intended to be located within the lobby, the parkade gate and pedestrian entrance;
- (xi) communications room, mechanical room, electrical rooms, machine room;
- (xii) landscaped areas;
- (xiii) building exterior (including the roof membrane and appurtenances), exterior lighting;
- (xiv) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage heating and cooling systems, or other similar services will also be deemed Common Property providing they are located:
  - (A) within a floor wall or ceiling that forms a boundary:
    - (1) between a Strata Lot and another Strata Lot;
    - (2) between a Strata lot and the Common Property; or
    - (3) between a Strata Lot or Common Property and another parcel of land; or
  - (B) wholly or partially within a Strata Lot, if they are capable of being and intended to be used in connection with the enjoyment of another Strata Lot or the Common Property.

This will not be a phased strata plan and there are no "common facilities" in the Development, as that term is defined in Section 217 of the *Strata Property Act*.

### 3.4 Limited Common Property

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

#### (a) Designation of Limited Common Property

The Developer will designate Limited Common Property for one or more Strata Lots as shown on the Strata Plan either upon depositing the Final Strata Plan in the Land Title Office or by amending the Strata Plan pursuant to Section 258 of the *Strata Property Act*. Such designation may only be removed by the unanimous resolution of the members of the Strata Corporation.

All decks, balconies, and patios will be designated as Limited Common Property for the Strata Lots that are immediately adjacent to them as shown on the Final Strata Plan.

The Developer reserves the right to:

- (i) increase or decrease the size of the balconies, patios, terraces, decks, planters and/or landscaped areas; and/or
- (ii) alter the configuration and layout of the balconies, patios, terraces, decks, planters and/or landscaped areas,

all without compensation to the Strata Corporation and/or purchasers of the Strata Lots.

#### (b) Repair and Maintenance of Limited Common Property

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

The Strata Corporation will be responsible for repairing and maintaining the following Limited Common Property:

- (i) Limited Common Property, but the duty to repair and maintain it is restricted to:
  - (A) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
  - (B) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (1) the structure of a building;
    - (2) the exterior of a building (including the roof membrane and appurtenances);

- (3) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (4) doors, windows and skylights on the exterior of a building or that front on the common property;
- (5) fences, railings and similar structures that enclose patios, balconies and yards;

Common expenses of the Strata Corporation that relate to repairing and maintaining Limited Common Property that would not have been expended if the area had not been designated as Limited Common Property will be borne by the owners of the Strata Lots entitled to use that Limited Common Property, and will be shared among such Strata Lots on the basis of their relative unit entitlement.

Common expenses will otherwise be allocated to the individual Strata Lots for matters solely attributable to any such Strata Lot.

For more information, purchasers are strongly encouraged to review the Bylaws attached as EXHIBIT D.

### 3.5 Bylaws

The bylaws for the Strata Corporation (the "**Bylaws**") will be those contained in the proposed Form Y Owner Developers' Notice of Different Bylaws ("**Form Y**") attached hereto as EXHIBIT D. The Developer intends to register the Form Y at the time the Final Strata Plan is filed at the Land Title Office, although the content of the filed Form Y may vary from that set out in EXHIBIT D.

The Bylaws do not create Sections or Types pursuant to the *Strata Property Act*.

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

There are no Bylaws that impose restrictions on the age of occupants, pets, rentals, or the use or re-sale of Strata Lots, save and except for those sections of the Bylaws reproduced below which provide:

*"2.3 Use of property.*

*(1) An owner, tenant, occupant, employee or visitor must not use a strata lot, the common property or common assets in a way that*

*(a) causes a nuisance, disturbance or hazard to another person,*

*(b) causes unreasonable or repetitive noise,*

*(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,*

*(d) is illegal, or*

*(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.*

*(2) An owner, tenant, occupant, employee or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under the Act.*

*(3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner shall not use his strata lot for any other purpose, or permit it to be so used.*

*(4) An owner of a residential strata lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.*

#### *2.5 Obtain approval before altering a strata lot.*

*(1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:*

*(a) the structure of a building;*

*(b) the exterior of a building;*

*(c) chimneys, stairs, balconies or other things attached to the exterior of a building;*

*(d) doors, windows or skylights on the exterior of a building, or that front on the common property (ie. including, for example, adding security devices to the entrance door to a strata lot);*

*(e) fences, railings or similar structures that enclose a patio, balcony or yard;*

*(f) common property located within the boundaries of a strata lot;*

*(g) parts of the strata lot which the strata corporation must insure under the Strata Property Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g. the original wall to wall carpeting).*

*(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.*

*(3) An owner must not do, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to alter, his strata lot, in any manner, which in the opinion of the strata council will alter the exterior appearance of the building.*

#### *2.6 Obtain approval before altering common property.*

*(1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.*

*(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.*

#### *2.7 Permit entry to strata lot.*

*(1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot*

*(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and*

*(b) at a reasonable time, on 48 hours' written notice,*

*(c) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act, and*

*(d) to ensure compliance with the Act and the bylaws.*

*(2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.*

*(3) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the lawful use and enjoyment of any occupant of a residential strata lot.*

#### *2.9 Pets.*

*(1) An owner or occupant of a residential strata lot shall not be allowed to have any caged or non-caged animal unless such animal is a dog, cat, fish or bird and at no time shall an owner have more than two non-caged animals, being a combination of two cats or two dogs or one cat and one dog, in his strata lot, either permanently or temporarily, and the owner or occupant shall register such pet(s) with the strata council by providing to the strata council a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed), and shall only keep a pet in his strata lot in compliance with these bylaws.*

*(2) An owner, tenant, occupant, employee or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.*

*(3) No owner or occupant of a strata lot shall permit his pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, the owner or occupant shall immediately and completely remove all of his pet's waste from the common property or limited common property, as the case may be, and dispose of it*

*in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant shall pay all costs of such special cleaning.*

*(4) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property shall be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and shall perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his strata lot.*

*(5) The strata corporation may require removal by an owner or occupier of any residential strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the strata council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.*

#### *7.1 Use of property.*

*(1) An owner of a residential strata lot shall not:*

*(a) use, or permit any occupant of his strata lot to use, his strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;*

*(b) make, cause or produce or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;*

*(c) use, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;*

*(d) obstruct or use, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;*

*(e) leave, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;*

*(f) use, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is*

*powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules and regulations made by the strata corporation from time to time;*

*(g) shake, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;*

*(h) do, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;*

*(i) permit a condition to exist within his strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;*

*(j) allow his strata lot to become unsanitary or a source of odour;*

*(k) feed, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in his strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet shall be fed only in his strata lot;*

*(l) install, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his strata lot which are different in size or colour from those of the original building specifications;*

*(m) hang or display, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;*

*(n) use or install, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council;*

*(o) erect on or fasten to, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar structure or appurtenance thereto;*

*(p) place, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;*

*(q) place, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or*

*balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line; and*

*(r) give, or permit any occupant of his strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.*

#### *7.2 Use of limited common property.*

*(1) Owners of residential strata lots which do not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed.*

#### *7.4 Bicycles, storage and parking.*

*(1) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on the balconies or patios; instead, they shall be stored within the bicycle rooms located in the underground parking facility or such other area as may be prescribed by the strata council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.*

*(2) Any owner, tenant, occupant of a strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.*

*(3) An owner, tenant or occupant of a residential strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata council.*

*(4) An owner of a residential strata lot shall not:*

*(a) use, or permit any occupant of his strata lot to use, any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;*

*(b) carry out, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or*

*adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;*

*(c) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;*

*(d) park, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and*

*(e) use, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.*

*(5) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by bylaw 7.4(4)(b).*

#### **7.6 Rentals.**

*(1) Before a tenant may move into any strata lot, the owner shall deliver or cause to be delivered to the strata corporation a "Form K - Notice of Tenant's Responsibilities" in the form set out in the Act, signed by the tenant.*

*(2) An owner shall advise the strata council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven (7) days in advance and shall make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 7.5.*

#### **7.7 Selling of strata lots.**

*(1) An owner of a residential strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.*

*(2) An owner of a residential strata lot, when selling his strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the strata council. One open house for agents will be allowed per listing. Unless the strata council otherwise prescribes, all showings must be by appointment only."*

### **3.6 Parking and Storage**

The Development will include Common Property parking, bicycle spaces and storage areas in the Parkade on Levels L1-L2 and P1-P2 as follows:

- (a) 374 parking stalls (the "**Parking Stalls**"), including:
  - (i) 338 Parking Stalls to be allocated to purchasers (the "**Residential Stalls**"), including 4 accessible Parking Stalls and 2 small car Parking Stalls;

- (ii) 34 visitor Parking Stalls, including 1 accessible Parking Stall;
  - (iii) 2 car share Parking Stalls (the "**Car Share Stalls**"). For further information regarding the Car Share Stalls purchasers are referred to Section 4.3(b)(xv);
- (b) 753 single sized bicycle/storage lockers (the "**Storage Lockers**") located within the Parkade, including:
- (i) 685 Storage Lockers to be allocated to purchasers; and
  - (ii) 68 visitor Storage Lockers.

The Developer may elect to combine two single sized Storage Lockers into double sized storage lockers.

Purchasers are advised that the Parkade within the Development is intended to be connected to the parkade of the Adjacent Development. The Development and Adjacent Development have the benefit and burden of certain reciprocal easements for pedestrian access, vehicular access, parking, garbage and recycling over the Lot 1 Easement Areas and the Lot 2 Easement Areas (as defined and described in further detail at Section 4.3).

The Developer intends to equip 33 Residential Parking Stalls with rough-in electrical plug/outlets for the connection of electrical vehicle charging stations, to be assigned to purchasers. The Strata Corporation may, by bylaw, determine, what ongoing charges may be levied against a Strata Lot owner for the use of electricity if such electricity is charged to the Strata Corporation by the electric utility and the Strata Corporation may sub-meter each Parking Stall. The Strata Corporation reserves the right to amend such rates from time to time, as the rates charged by the electric utility are amended.

The locations of the Parking Stalls and Storage Lockers are shown on the parking/storage area plan (the "**Parking/Storage Area Plan**") to be attached as Schedule A to the Parking & Storage Lease (defined below).

A company to be incorporated and controlled by the Developer (the "**Parking Tenant**"), will enter into a lease with the Developer and Registered Owner (the "**Parking & Storage Lease**"), generally in the form attached to this Disclosure Statement as EXHIBIT E, for the lease of all of the Parking Stalls and Storage Lockers in the Development.

Each owner may enter into a sublease agreement with the Parking Tenant for one or more Parking Stalls and Storage Lockers, at a cost to the owner determined by the Developer.

The Parking Tenant, controlled by the Developer, has the sole discretion as to the initial allocation and disposition of the Parking Stalls and Storage Lockers, including the right to assign Parking Stalls and Storage Lockers to owners in the Adjacent Development. The Parking Stalls and Storage Lockers may vary in size, shape, convenience and location and may be partially obstructed by columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities.

The Parking Tenant may retain any revenues derived from the disposition of the Parking Stalls and Storage Lockers, and may in its sole discretion elect to distribute any revenues deriving from the sublease of the Parking Stalls and Storage Lockers to the Developer.

The Parking Tenant will have no obligation to distribute revenues deriving from the sublease of the Parking Stalls and Storage Lockers to the Strata Corporation.

Upon the disposition by way of sublease of all of the Parking Stalls and Storage Lockers, the Developer may sell the Parking Tenant or assign the Parking & Storage Lease to the Strata Corporation for \$1.00.

The Developer and Registered Owner reserve the right to register the Parking & Storage Lease in the Land Title Office, and to amend the terms of the Parking & Storage Lease in its sole discretion prior to filing the Final Strata Plan, or with the consent of the Strata Corporation after filing the Final Strata Plan.

The Developer may also elect to not allocate the Parking Stalls and Storage Lockers by way of the Parking & Storage Lease, and may elect instead, in its sole discretion, to allocate the Parking Stalls and Storage Areas for the exclusive use of individual purchasers, on such terms as the Developer may determine, using one or more of the following methods:

- (a) designation on the Final Strata Plan as Limited Common Property, upon filing of the Final Strata Plan;
- (b) designation on the Final Strata Plan as Limited Common Property, subsequent to filing of the Final Strata Plan but before the first annual general meeting of the Strata Corporation in accordance with Section 258 of the *Strata Property Act*; or
- (c) such other method as the Developer may determine.

In allocating or designating the Parking Stalls and Storage Lockers for use of purchasers, the Developer is not required to act with a view to the best interests of the Strata Corporation, but must exercise the care, diligence and skill of a reasonable prudent person in comparable circumstances. The allocation or designation by the Developer does not require approval by a resolution at an annual or special general meeting.

Purchasers are advised to review the Parking & Storage Lease attached as EXHIBIT E, the Bylaws attached as EXHIBIT D and the Purchase Agreement attached as EXHIBIT I carefully as they contain further information with respect to Strata Lot owners' rights and responsibilities regarding parking and the use of the Parking Stalls and Storage Areas.

### 3.7 Furnishings and Equipment

Each of the Strata Lots is intended to be equipped with a fridge, a gas stove, an oven, a hood fan, a microwave, a dishwasher, window coverings, a washer and a dryer.

Any sales tax payable in respect of such equipment will, if applicable, be for the account of each purchaser of a Strata Lot comprising the Lands.

### 3.8 Budget

- (a) Estimated Interim Budget for the Strata Corporation

An estimated interim budget for the Strata Corporation, based on existing comparable projects (the "**Interim Budget**"), is attached as EXHIBIT F.

The Interim Budget include an amount to be deposited to the contingency reserve fund for the Strata Corporation.

The Developer will pay all the Strata Corporation's expenses up to the end of the month in which the first conveyance of a Strata Lot to a purchaser occurs as required by Section 7 of the *Strata Property Act*.

(b) Monthly Strata Fees

The estimated monthly payments due from each of the Strata Lot owners (the "**Monthly Strata Fees**") to pay the Strata Corporation's estimated expenses are set out in EXHIBIT G. The actual Monthly Strata Fees for each of those Strata Lots will be calculated upon finalization of the unit entitlement figures as described in Section 3.1 above, and the Monthly Strata Fees will be further adjusted once the Strata Corporation has established the actual annual budget of operating expenses following the first annual general meeting of the Strata Corporation. Since the estimated costs are based on current costs being experienced by existing comparable projects, it is possible that costs for items such as insurance premiums and utilities, which are beyond the control of the Developer, may increase, resulting in increases to the budget and to the Monthly Strata Fees.

(c) Strata Lot Expenses

Strata Lot expenses, which will be the sole responsibility of the Strata Lot owner, ordinarily include but are not necessarily limited to:

- (i) Monthly Strata Fees;
- (ii) Electricity;
- (iii) Water;
- (iv) Natural Gas;
- (v) Cable/internet/satellite;
- (vi) Telephone;
- (vii) Property taxes for the Strata Lot;
- (viii) Strata Lot owner insurance (as outlined in further detail in Section 3.11);  
and
- (ix) Other elective services.

### 3.9 Utilities and Services

In accordance with Section 3.8, all regular municipal services, including water, gas, electricity, sanitary sewer, storm sewer, telephone and fire protection will be made available to the Development by the Developer or appropriate level of government or utility provider.

Electricity, natural gas and water usage will be separately metered to each Strata Lot.

Cable, internet, satellite and telephone service will not be included in the Monthly Strata Fees and subscription for such services will be the responsibility of the purchaser.

The Developer may elect to have the Strata Corporation lease certain communications equipment, and if the Developer so elects the lease costs will be included in the Monthly Strata Fees.

The Developer may elect to have the Strata Corporation lease certain trash disposal and processing equipment, and if the Developer so elects the lease costs will be included in the Monthly Strata Fees.

The Developer may elect to have the Strata Corporation lease certain leak detection equipment, and if the Developer so elects the lease costs will be included in the Monthly Strata Fees.

### 3.10 Strata Management Contracts

The Developer intends to cause the Strata Corporation to enter into a management agreement for the control, administration and maintenance of the Common Property by a licenced strata property manager. The strata property manager will not be related to the Developer.

Under Section 24 of the *Strata Property Act*, such management agreement will automatically terminate four weeks after the date of the second annual general meeting of the Strata Corporation unless the Strata Corporation, by majority vote at the second annual general meeting, resolves to continue the agreement. The management agreement may also be terminated at any time on two months' notice by the: (i) Strata Corporation if the cancellation is approved by a 3/4 vote at a meeting of the Strata Corporation; or (ii) property manager.

The Developer or, if a management agreement is entered into, the strata property manager may enter into, or cause the Strata Corporation to enter into, agreements that the Developer or strata property manager believes are for the benefit of the Strata Corporation and the Development in general. Those agreements may include, but will not be limited to the following:

- (a) telecommunications agreements;
- (b) a security monitoring agreement;
- (c) a utility metering agreement;
- (d) elevator servicing agreement;
- (e) elevator emergency phone monitoring agreement;
- (f) maintenance and rental agreement or agreements with respect to some Common Property equipment, including intercoms and associated equipment;
- (g) utilities and other service agreements referred to in Section 3.9;
- (h) a landscaping and garden maintenance agreement;

- (i) a fire alarm system monitoring agreement;
- (j) a private garbage/waste removal agreement;
- (k) a janitorial maintenance contract;
- (l) a building manager agreement;
- (m) gym equipment leases;
- (n) a car share agreement with a car share provider regarding the provision of car share vehicles to the Car Share Stalls (for further information purchasers are referred to Sections 3.6, 4.3(b)(xv) and 4.3(b)(xvi));
- (o) an assignment and/or assumption agreement by which the Strata Corporation will assume certain obligations of the Registered Owner in its capacity as registered owner of the Lands;
- (p) an agreement with a Building Envelope Consultant (the "Consultant") for a term of five years commencing from substantial completion of the Development, pursuant to which the Consultant will prepare Depreciation Reports and conduct periodic inspections of the building common property for the purpose of monitoring the performance of the building, for the benefit of the Developer and its New Home Warranty obligations; and
- (q) such other servicing and maintenance contracts as may be required which relate to the facilities and equipment which form part of the Development.

### 3.11 Insurance

Purchasers are cautioned that the strata insurance industry is currently in a volatile state and subject to change. The Developer makes no representations regarding the cost of insurance premiums for the Strata Corporation or the deductible. While the Developer will make reasonable efforts to obtain the insurance outlined herein, the availability and cost of such insurance and the available deductibles are beyond the Developer's control. In the event the estimated or actual cost of insurance premiums increases, the Developer will amend the Interim Budget (as defined in Section 3.8) by way of an amendment to this Disclosure Statement.

Prior to commencement of construction of the Strata Lots, the Developer will place insurance coverage in respect of the Development in the form of a Builders All Risk Policy covering loss or damage by fire or other standard risks, and a liability policy covering liability of standard risks of not less than \$2,000,000.00.

On completion of construction and filing of the Final Strata Plan for the Development, the Developer will place insurance on:

- (a) Common Property of the Strata Corporation;
- (b) Common assets of the Strata Corporation;
- (c) The buildings shown on the Final Strata Plan; and

- (d) The fixtures being supplied by the Developer to the Strata Lots, which are items attached to the buildings, including floor and wall coverings and electrical and plumbing fixtures.

The insurance will include coverage for "major perils", such as fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts, all as defined in s. 9.1(2) of the *Strata Property Regulation*. In addition, the Developer will place public liability insurance in an amount of not less than \$2,000,000.00.

The Developer will also cause the Strata Corporation to obtain errors and omissions insurance for the strata council members.

Each purchaser of a Strata Lot is responsible for:

- (a) insuring the contents (including appliances) of the purchaser's Strata Lot, including any fixtures built or installed on a Strata Lot, if the fixtures are not built or installed by the owner developer as part of the original construction;
- (b) insuring Limited Common Property for such Strata Lot's exclusive use; and
- (c) obtaining personal liability insurance and insurance covering against liability for property damage and bodily injury in the Strata Lot or Common Property, including insurance for the costs of any deductible of the Strata Corporation insurance.

### 3.12 Rental Disclosure Statement

Under Section 139 of the *Strata Property Act*, a developer must disclose to any purchaser the developer's intention to rent one or more Strata Lots.

A rental disclosure statement (the "**Rental Disclosure Statement**") will be filed with the Superintendent of Real Estate (the "**Superintendent**") in substantially the form attached to this Disclosure Statement as EXHIBIT H. The Developer intends to sell all of the Strata Lots, but reserves the right to rent all of the Strata Lots in the Rental Disclosure Statement.

## 4. **TITLE AND LEGAL MATTERS**

### 4.1 Legal Description

The current legal description of the Development lands is:

Parcel Identifier ("PID"): 030-169-747  
 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN  
 EPP67029

(the "**Lands**").

It is expected that upon completion of construction of the Development the Lands will be subdivided by registration of the Final Strata Plan in the Land Title Office, and it is expected the legal description of the Strata Lots will be:

PIDs \_\_\_\_\_ [various]  
 Strata Lots 1 to 329  
 District Lot 124 Group 1 New Westminster District  
 Strata Plan EPS \_\_\_\_\_

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

#### 4.2 Ownership

The Registered Owner is the registered owner of the Lands and the Limited Partnership is the beneficial owner of the Lands.

The Registered Owner is a nominee title holder and acts as nominee and agent for the Limited Partnership in all matters related to the Lands pursuant to a Nominee Ownership and Agency Agreement dated June 24, 2021. The Registered Owner manages and deals with the Lands and executes any document in respect of the Lands, including purchase and sale agreements with purchasers, for the benefit of, and at the direction of the Limited Partnership.

In all circumstances the Limited Partnership will be solely responsible for the construction, marketing and sale of the Development in such manner as the Limited Partnership sees fit.

#### 4.3 Existing Encumbrances and Legal Notations

The following legal notations and encumbrances are presently registered against title to the Strata Lots comprising the Lands, and the Common Property of the Strata Corporation:

(a) **Financial Charges:**

- (i) Mortgages CA8699750, CA8699752, CA9151198, CA9151200 and Assignments of Rents CA8699751, CA8699753, CA9151199 and CA9151201 in favour of Kingsett Mortgage Corporation ("Kingsett"). The Kingsett mortgages provide that in the event the Developer is in breach Kingsett can initiate a foreclosure procedure and either become the owner of the Lands or have the Lands sold. The Kingsett assignments of rents provide that where the Developer is in breach of the Kingsett mortgage and the Lands are rented then Kingsett would be entitled, but not obligated, to collect any rental income and apply same to the monies owed to Kingsett under the Kingsett mortgages.

The Kingsett mortgages and assignments of rents are collectively referred to as the "**Existing Financial Charges**".

As the Strata Lots are sold to purchasers, the sales proceeds will be used to obtain partial discharges of the Existing Financial Charges and any other financial encumbrances registered by the Developer against title to the Strata Lots from the particular Strata Lot(s) being sold. The Developer will ensure that no purchaser will take title to a Strata Lot unless the Existing Financial Charges and any other financial encumbrances are discharged or undertakings are in place to permit such discharge;

- (ii) Priority Agreements CA9153709 and CA9153710 priority agreements granting Kingsett mortgage CA9151198 and assignment of rents CA9151199 priority over Kingsett mortgage CA8699750 and assignment of rents CA8699751;
  - (iii) Priority Agreements CA9153711 and CA9153712 priority agreements granting Kingsett mortgage CA9151198 and assignment of rents CA9151199 priority over Kingsett mortgage CA8699752 and assignment of rents CA8699753; and
  - (iv) Priority Agreements CA9153713 and CA9153714 priority agreements granting Kingsett mortgage CA9151200 and assignment of rents CA9151201 priority over Kingsett mortgage CA8699750 and assignment of rents CA8699751; and
  - (v) Priority Agreements CA9153715 and CA9153716 priority agreements granting Kingsett mortgage CA9151200 and assignment of rents CA9151201 priority over Kingsett mortgage CA8699752 and assignment of rents CA8699753.
- (b) Non-Financial Charges:
- (i) Statutory Right of Way BY7530 a statutory right of way in favour of the City granting the City the right to enter a portion of the Lands to lay down, construct, install, operate, maintain, cover, alter, relocate, remove, enlarge, repair, renew, inspect and replace water and sewer lines;
  - (ii) Statutory Right of Way BY43815 a statutory right of way in favour of the City granting the City the right to enter a portion of Lands to lay down, construct, install, operate, maintain, cover, alter, relocate, remove, enlarge, repair, renew, inspect and replace water and sewer lines;
  - (iii) Statutory Right of Way BY50530 a modification to the statutory right of way outlined at Section 4.3(b)(i) in favour of the City. This modification modified the terms of the statutory right of way by allowing the owner of the Lands to build a wall over the area described in the statutory right of way;
  - (iv) Easement CA4517693 a reciprocal easement over the Lands in favour of and over Lot 22 Plan 3343 (the "Lot 22"). This easement provides the owner of the Lands and the owner of Lot 22 with reciprocal rights to place tie back rods, anchors, underpinning and ancillary supports under the Lands and Lot 22 to allow for construction of foundations on Lot 22 and the Lands. In addition it allows for the swinging of the boom of a construction crane over the Lands and Lot 22 during the construction of improvements on either Lot 22 or the Lands. The reciprocal portion of this easement in favour of the Lands is outlined at Section 4.3(c)(i);
  - (v) Undersurface and Other Exc & Res BB4100290 an undersurface and other exceptions and reservations registration in favour of the Crown in Right of British Columbia (the "Province"). This charge reserves those undersurface rights and reservations, under a portion of roadway which was closed added to the to the lands comprising the Development, for the

Province as set out in Section 50 of the *Land Act* and Section 35 of the *Community Charter*,

- (vi) Covenant CA6087252 a Section 219 covenant in favour of the City providing that the residential density may be allocated among the Lands and the Adjacent Lands;
- (vii) Covenant CA6087255 a Section 219 covenant in favour of the City to ensure that open balconies, porches and decks are provided and maintained as an outdoor amenity of the Development. Balconies, porches and decks constructed as a part of the Development shall be used and maintained as an outdoor amenity and that no part of them shall be enclosed or used as indoor living space. The owner of the Lands will indemnify and save the City harmless from all loss, damage, cost, and liability arising out of any breach, violation or non-performance of the covenant;
- (viii) Covenant CA6087263 a Section 219 covenant in favour of the City providing that no building or structure can be occupied on the Lands unless and until a storm water management system (the "**System**") has been constructed and installed. The System shall at all times be operated and maintained by the owner of the Lands unaltered and in good condition and working order and will be tested for the first three years after installation by a qualified engineer or professional and a yearly written report provided certifying that the System is functioning as designed and required. If the System is not maintained then the City may enter upon the Lands to maintain the System at the costs of the owner of the Lands and such costs may be treated as property taxes. The owner of the Lands will indemnify and save the City harmless from all loss, damage, cost, and liability arising out of any breach, violation or non-performance of the covenant;
- (ix) Covenant CA6087269 a Section 219 covenant in favour of the City providing that as Lands are situated in proximity to the future noise from trains on the BNSF line, future noise from traffic on Beta, Dawson, Lougheed, Willingdon, Alaska, Still Creek Drive and Highway #1 together with SkyTrain noise from the elevated Millenium Line along Lougheed Highway (the "**Noise Source**") the use or enjoyment of the Development for residential purposes may be negatively impacted by noise emanating from the Noise Source. Any structure used for residential purposes must incorporate certain noise reduction recommendations. The covenant further confirms that the City is not representing that residential use will not be impacted negatively by noise emanating from the Noise Source and that all owners now or in the future forever discharge the City from any actions, causes of actions, suits, debts, claims and demands for or by reason of the impact of such noise on the residential use and enjoyment of the Lands or for or by reason of the City's approval for residential use;
- (x) Covenant CA6087271 a Section 219 covenant in favour of the City providing that the Lands will be designed and constructed to a standard equivalent to the "Silver" level under the Leadership in Energy and Environmental Design (LEED) program in accordance with the report concerning sustainability strategies attached to the covenant, which report

includes design strategies regarding community location and linkages, alternative transportation, mitigation of impacts on the natural environment, energy conservation, water efficiency and approaches to material and indoor air quality;

- (xi) Covenant CA6087285 a Section 219 covenant in favour of the City providing that no owner will allow any portion of any driveway access on or to the Lands to be restricted by a gate, fence or other device or thing that obstructs or restricts pedestrian or vehicular access into, over and through such driveway access. The covenant further contains a provision for indemnification and release of the City as a result of the covenant being in place or the breach of the covenant;
- (xii) Covenant CA6087287 a Section 219 covenant in favour of the City providing that any owner acknowledges and is aware of the geotechnical conditions prevailing on the Lands and that the building and improvements constructed thereon may be subject to the effects of the settlement of soils, which settlement may cause damage to the buildings and improvements. This covenant also provides that the construction of buildings and improvements shall be carried out having regard to the recommendations contained in a geotechnical report attached to the covenant as Schedule "A" and otherwise in a manner that will minimize the risk of damage which may result from the settlement of the soils, and will only use the lands comprising the Development in the manner certified in the geotechnical report as enabling the safe use and the intended use. This covenant further provides that any owner acknowledges, on behalf of itself and its successors, that the City does not represent that any building, improvement, chattel or other structure built, constructed or placed on the Lands will not be damaged as a result of the settlement of the soils, and releases and indemnifies the City from claims relating to the settlement of the soils or some such similar cause;
- (xiii) Covenant CA6087289 a Section 219 covenant in favour of the City providing that during or after construction of the Development, the Strata Corporation will not draw upon or otherwise affect the water table on the Lands;
- (xiv) Covenant CA8624103 a Section 219 covenant in favour of the City providing that prior to occupancy of any portion of the Lands, there shall be placed and installed public art work in the location set out in the architectural drawings attached to the covenant as Schedule "A" and in accordance with the approval guidelines set out in Schedule "B" to the covenant. The covenant also provides that the owner of the Lands will maintain, clean and repair such public art work and, if the public art work is damaged beyond repair, will replace same with works of art having a similar value which comply with the requirements of the covenant;
- (xv) Covenant CA8624124 a Section 219 covenant in favour of the City, providing that the Development will contain the following: (i) bicycle storage areas; (ii) bicycle workstation and trailer storage areas; (iii) 52 parking stalls designated for electric vehicles; (iv) four visitor parking stalls designated for electric vehicles, (v) one car share parking spaces (collectively, the

"**Alternative Transportation Areas**"). The owner of the Lands is required to maintain the Alternative Transportation Areas and maintain sufficient funds in trust or a contingency fund to carry out its maintenance obligations. The use of the Alternative Transportation Areas is restricted as set out in covenant, including that they cannot be allocated to the sole or exclusive use of any person, subject to certain exceptions. The car share parking spaces must be accessible to the public. The Alternative Transportation Areas are designated and must remain in perpetuity as Common Property, and they must remain under the control and management of the Strata Corporation;

- (xvi) Statutory Right of Way CA8624127 a Section 218 statutory right of way in favour of the City pursuant to which the City is granted the right of way and easement for: (i) the City to inspect the car share parking spaces and access routes for compliance with the agreement and to rectify defaults; and (ii) public access to the car share vehicles and parking spaces;
- (xvii) Covenant CA8624133 a Section 219 covenant that provides that an owner shall not modify the agreements or easements CA8624136, CA8624139, CA8624142 or CA8624145 (described at Sections 4.3(c)(ii), 4.3(c)(iii), 4.3(c)(iv) and 4.3(c)(v)) therein granted or seek to surrender the easements granted therein except with the City's prior written consent. The covenants further provide for an indemnity and release, from all actions, judgments, proceedings, costs, damages, expenses, claims and demands, in favour of the City for any matter related to the easements;
- (xviii) Covenant CA8624148 a Section 219 covenant in favour of the City providing that an owner shall not modify the agreement or easement CA8624151 (described at Section 4.3(b)(xix)) therein granted or seek to surrender the easements granted therein except with the City's prior written consent. The covenant further provides for an indemnity and release, from all actions, judgments, proceedings, costs, damages, expenses, claims and demands, in favour of the City for any matter related to the easements;
- (xix) Easement CA8624151 an easement over portions of the Lands in favour of the Adjacent Lands (the "**Lot 2 Easement Areas**"), for the non-exclusive right to access:
  - (A) on foot, with or without wheelchairs, any part of the "**Pedestrian Access Routes**" (meaning, entrances, lobbies, corridors, stairs and stairwells, walkways, sidewalks, vestibules and elevators), including the parking facility located on the Adjacent Lands, for the purpose of obtaining access to and egress from the "**Lot 2 Exclusive Car Share Parking Space**" (meaning the parking stall to be allocated and exclusively shared between the Development and the Adjacent Development); and
  - (B) on foot, with or without bicycles, and by automobile, truck, motorcycle, bicycle and similar modes of land conveyance, all "**Vehicular Access Routes**" (meaning, drive corridors, lanes, roadway, ramps, roundabouts and circulation lanes located on the Adjacent Lands) for the purpose of obtaining access to and egress

from the parking facility located on the Lands, and access to and egress from the Lot 2 Exclusive Care Share Parking Space;

- (xx) Covenant CA9083911 a Section 219 in favour of the City providing for five vehicle parking spaces being allocated for the sole use of disabled persons, with such spaces being allocated such that two of the vehicle parking spaces will be located in the "Overall Floor Plan -P2" of the Drawings attached to the covenant as Schedule "A", one of the vehicle parking spaces will be located in the "Overall Plan-L1" of the Drawings attached to the covenant as Schedule "A", and two of the vehicle parking spaces will be located in the "Overall Floor Plan -L2" of the Drawings attached to the covenant as Schedule "A". These spaces must: be marked as being for the exclusive use of physically disabled persons; be maintained and provided for the exclusive use of physically disabled persons; be designated and remain designated as Common Property under the care, control and management of the strata council and shall not be registered as limited common property, and shall not by lease, easement, licence, contract or otherwise be allocated to the sole use of the owner or occupier of any Strata Lot or any person other than a physically disabled owner or occupier of a Strata Lot. The owner of the Lands will indemnify and save the City harmless from all loss, damage, cost, and liability arising out of any breach, violation or non-performance of this covenant;
  - (xxi) Priority Agreement CA9083912 a priority agreement granting covenant CA9083911 (outlined at Section 4.3(b)(xx)) priority over Kingsett mortgages and assignment of rents CA8699750, CA8699751, CA8699752 and CA8699753;
  - (xxii) Covenant CA9083913 a Section 219 covenant in favour of the City providing that, prior to the City issuing an occupancy certificate or permitting occupancy of any portion of the Development, the Developer is required to (i) remediate the Lands in accordance with the Report attached the to covenant as Schedule "C", (ii) comply with all of the requirements contained in the Ministry of Environmental letter attached to the covenant as Schedule "E", (iii) remediate the lands comprising the Development of environmental contaminants and obtain a certificate of compliance pursuant to the Environmental Management Act, and (iv) ensure any construction is in accordance with the terms and conditions of the certificate of compliance. The covenant also contains a release and indemnity in favour of the City with respect to environmental contaminants;
  - (xxiii) Priority Agreement CA9083914 a priority agreement granting covenant CA9083913 (outlined at Section 4.3(b)(xxii)) priority over Kingsett mortgages and assignment of rents CA8699750, CA8699751, CA8699752 and CA8699753;
- (c) Notations:
- (i) Hereto Is Annexed Easement CA4517694 Over Lot 22 Plan 3343 This is the reciprocal easement outlined in Section 4.3(b)(iv) in favour of the Lands over Lot 22;

- (ii) Hereto Is Annexed Easement CA8624136 Over Part of Lot 1 Plan EPP67029 Shown on Plan EPP105881 An easement over that portion of the Adjacent Lands Common Property as shown in Plan EPP105881 (the "**Lot 1 Easement Areas**") in favour of the Lands, for the non-exclusive, unless otherwise specified as exclusive, right to access:
- (A) on foot, with or without wheelchairs, any part of the "**Pedestrian Access Routes**" (meaning, entrances, lobbies, corridors, stairs and stairwells, walkways, sidewalks, vestibules and elevators), including the Parking Facility, for the purpose of obtaining access to and egress from the "**Lot 1 Exclusive Care Share Parking Space**" (meaning the parking stall marked "1 Co-op Stall for Exclusive Use of Strata for a period of 5 Years"); and
  - (B) on foot, with or without bicycles, and by automobile, truck, motorcycle, bicycle and similar modes of land conveyance, all "**Vehicular Access Routes**" (meaning, drive corridors, lanes, roadway, ramps, roundabouts and circulation lanes) for the purpose of obtaining access to and egress from the Parking Facility, and access to and egress from the Lot 1 Exclusive Care Share Parking Space;
- (iii) Hereto Is Annexed Easement CA8624139 Over Part of Lot 1 Plan EPP67029 Shown on Plan EPP105881 An easement over the Lot 1 Easement Areas in favour of the Lands, for the non-exclusive, unless otherwise specified as exclusive, right to access:
- (A) on foot, with or without wheelchairs, any part of the Pedestrian Access Routes, including the Parking Facility, for the purpose of obtaining access to and egress from the Visitor Parking Stalls;
  - (B) on foot, with or without bicycles, and by automobile, truck, motorcycle, bicycle and similar modes of land conveyance, all Vehicular Access Routes, for the purpose of obtaining access to and egress from the Parking Facility, and access to and egress from the Visitor Parking Stalls; and
  - (C) to exclusively park vehicles within the Visitor Parking Stalls,
- Pursuant to the easement, the Strata Corporation will not, by lease, easement, licence, contract or allocate the use of any of the Visitor Parking Stalls to any other person or entity;
- (iv) Hereto Is Annexed Easement CA8624142 Over Part of Lot 1 Plan EPP67029 Shown on Plan EPP105881 An easement over Lot 1 Easement Areas in favour of the Lands, for the non-exclusive, unless otherwise specified as exclusive, right to access:
- (A) during the construction of the building on the Lands, enter upon, go, return, pass and re-pass through the Pedestrian Access Routes, Vehicular Access Routes, loading bays and garbage and recycling areas situate within the Easement Areas by day or by night on foot

or otherwise, with or without vehicles, including without limitation vehicles, equipment and machinery used for all purposes of, and ancillary to, constructing the building on the Lands;

- (v) Hereto Is Annexed Easement CA8624145 Over Part of Lot 1 Plan EPP67029 Shown on Plan EPP105881 An easement over Lot 1 Easement Areas in favour of the Lands, for the non-exclusive, unless otherwise specified as exclusive, right to access:

- (A) to the "**Public Art Area**" (meaning, that portion of the Easement Areas marked "Approximate location of Public Art") by day or by night on foot or otherwise, for the purpose, where the Strata Corporation has failed to do so, of installing, maintaining, cleaning, repairing and replacing any public art within the Public Art Area;

- (d) Pending Applications: None.

#### 4.4 Proposed Encumbrances

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

- (a) the City;
- (b) other applicable government authorities;
- (c) priority agreements granting any covenants and statutory rights of way priority over the Existing Financial Charges or any other financial charges;
- (d) utility and telecommunications suppliers including Shaw, Rogers, Telus, BC Hydro and FortisBC;
- (e) other public or private utility/service companies or other entities;
- (f) owners, occupants or developers of property adjacent to the Lands regarding crane swing easements and/or construction access and support agreements;
- (g) a lender for the replacement, modification or extension of the Existing Financing; and
- (h) the General Partner on behalf of the Limited Partnership and the Parking Tenant.

In addition to the above, the Developer may:

- (i) obtain deposit protection insurance by entering into a Deposit Protection Contract with the Deposit Protection Insurer with respect to the deposits paid by purchasers of Strata Lots, and grant the Deposit Protection Charges in favour of the Deposit

Protection Insurer, which may be registered against title to the Lands (all as defined and described in more detail in Section 7.1).

The Developer will ensure that no purchaser will take title to a Strata Lot unless the Existing Financial Charges, the Deposit Protection Charges and any other financing charges, if applicable, are discharged from title to the Strata Lots or undertakings are in place to permit such discharge.

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

#### 4.5 Outstanding or Contingent Litigation or Liabilities

To the best of the Developer's knowledge, there are no outstanding or contingent litigation or liabilities in respect of the Development, the Lands or against the Developer that may affect the Strata Corporation or the Strata Lot owners except for outstanding liabilities in respect of the Development incurred in the ordinary course of construction of the Development, which liabilities will be paid or satisfied by the Developer in due course.

#### 4.6 Environmental Matters

Based on a physical examination of the Lands, the Developer is not aware of any dangers or requirements related to flooding or condition of soil and subsoil or other environmental matters affecting the Development, except those noted in covenant CA6087287 (outlined in further detail at Section 4.3(b)(xii)).

### 5. CONSTRUCTION AND WARRANTIES

#### 5.1 Construction Dates

For the purposes of this section:

- (a) "**commencement of construction**" means the date of commencement of excavation in respect of construction of an improvement that will become part of a Strata Lot; and
- (b) "**completion of construction**" means the first date that a Strata Lot may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis.

Commencement of construction occurred on or about June 1, 2021.

Completion of construction is estimated to occur between December 1, 2024 and March 1, 2025.

The above dates are estimates of the Developer, and the Developer reserves the right to change these dates. The dates should not be relied upon by purchasers of the Strata Lots in any way. It is anticipated that the owners of some Strata Lots will take possession and occupy Strata Lots while construction continues on the remaining Strata Lots. Residents of the Strata Lots should expect noise, dust, disruption of services, and other such inconveniences normally associated with construction during construction working hours until the completion of the Development.

The Developer may revise the completion date range when construction commences and will advise purchasers of such amended anticipated completion date range in an amendment to this Disclosure Statement.

Depending on market conditions and other factors, the Developer may advance or defer the dates for the commencement of construction and completion of the Development.

Purchasers should also review Section 7.2 and the Purchase Agreement for more information on the anticipated completion date, and extensions thereof, and related terms set out in the Purchase Agreement.

## 5.2 Warranties

The Developer's builder is registered under new home warranty builder number D-Third Development Ltd. 170147 and the Development has new home warranty insurance coverage from WBI Home Warranty Ltd.

The Developer will obtain coverage with respect to home warranty insurance for each Strata Lot and the Common Property in accordance with the requirements of the *Homeowner Protection Act* in respect of the following:

- (a) defects in materials and labour for a period of at least two years after the date on which the warranty begins;
- (b) defects in the building envelope, including defects resulting in water penetration, for a period of at least five years after the date on which the warranty begins; and
- (c) structural defects for a period of at least 10 years after the date on which the warranty begins.

The date that the warranty coverage commences for each Strata Lot shall be the earlier of: 1) the actual occupancy of the Strata Lot; or 2) the transfer of legal title to the Strata Lot to the purchaser thereof.

The warranty coverage for the Common Property commences on the date that the warranty coverage commences in respect of any Strata Lot in the Development.

Any manufacturers' warranties for furnishings and equipment will be passed on to the purchasers of the Strata Lots or the Strata Corporation, as the case may be, if and to the extent permitted by such warranties.

Other than as specifically provided for above, there are no construction or equipment warranties.

## 5.3 Previously Occupied Building

Not applicable.

## 6. APPROVALS AND FINANCES

### 6.1 Development Approval

Under Part 2, Division 2 of the *Real Estate Development and Marketing Act*, a developer must not market a development unit unless in relation to the development units the developer has met certain preliminary requirements or approvals, including the issuance of a building permit.

A building permit was issued by the City on September 22, 2021 under BLD21-00980 (the "**Building Permit**") as part of the City's staged building permit process. A copy of the Building Permit is attached hereto as EXHIBIT K.

### 6.2 Construction Financing

The Developer has a financing commitment from the Kingsett in an amount sufficient to construct and complete the Development, including the installation of all utilities and other services associated with the Development by way of the Existing Financial Charges outlined in Section 4.3(a), which are registered against title to the Lands as security.

The Developer also intends to obtain deposit protection insurance from the Deposit Protection Insurer, and will grant the Deposit Protection Charges against title to the Lands in favour of the Deposit Protection Insurer (all as defined and described in more detail in Section 7.1).

The Developer will ensure that no purchaser will take title to a Strata Lot unless the Existing Financial Charges, and any additional financial charges, are discharged or undertakings are in place to permit such discharge.

## 7. MISCELLANEOUS

### 7.1 Deposits

Subject to the following paragraphs in this section regarding deposit protection insurance, and subject to remedies in respect of defaults under the Purchase Agreement (as defined in Section 7.2) all deposits and other money received from a purchaser of a Strata Lot will be held in trust by Richards Buell Sutton LLP or such other lawyer, real estate brokerage or notary public as the Developer may choose in its sole discretion (the "**Deposit Trustee**"), in the manner required by the *Real Estate Development Marketing Act* until such time as:

- (a) the Final Strata Plan is deposited in the Land Title Office;
- (b) the premises purchased are capable of being occupied; and
- (c) an instrument evidencing the interest of the purchaser in the Strata Lot has been accepted for registration in the Land Title Office.

#### *Deposit Protection Insurance*

The Developer may elect to enter into a master deposit protection insurance contract (the "**Deposit Protection Contract**") with a deposit protection insurer (the "**Deposit Protection Insurer**"), pursuant to which the Deposit Protection Insurer may, upon

satisfaction of the terms and conditions of the Deposit Protection Contract and the related deposit protection insurance facility, the granting of security to the Deposit Protection Insurer (including but not limited to mortgages and assignments of rents registered against title to the Lands (the "**Deposit Protection Charges**")) by the Developer and any other parties as required by the Deposit Protection Insurer, issue additional deposit protection contracts to the Developer and the Deposit Trustee as permitted under section 19 of the *Real Estate Development Marketing Act*.

Upon the issuance of a deposit protection contract by the Deposit Protection Insurer for a deposit held in respect of a Strata Lot, the Deposit Trustee will pay the insured deposit directly to the Developer, to be used by the Developer for the Developer's own purposes, being purposes related to the Development including, without limitation, the construction and marketing of the Development. The insured coverage will be in an amount not less than the purchaser's deposit released from trust.

If the Developer enters into the Deposit Protection Contract in connection with the Development, the Developer will file an amendment to this Disclosure Statement setting out the required details.

## 7.2 Purchase Agreement

A copy of the Contract of Purchase and Sale that the Developer proposes to use in connection with the sale of the Strata Lots is attached to this Disclosure Statement as EXHIBIT I, and is referred to as the "**Purchase Agreement**" in this Disclosure Statement.

Pursuant to Policy Statement 14, the Superintendent of Real Estate requires the Developer to describe certain provisions in the Purchase Agreement related to termination, extension, assignment and interest on deposits. Also pursuant to Policy Statement 14 the purchaser is to acknowledge having the information below drawn to their attention by initialing the first page of this Disclosure Statement in the applicable spot.

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

**Unless otherwise defined in this Disclosure Statement, each capitalized term used in this Section 7.2 will have the meaning given to it in the Purchase Agreement.**

**The information set out in this Section 7.2 is a summary of provisions contained in the Purchase Agreement as required by Policy Statement 14. Purchasers are cautioned that, as the below is a description only, Purchasers should refer to the Purchase Agreement in EXHIBIT I for the full details. If there is any discrepancy between the description in this Section 7.2 and EXHIBIT I, the terms of EXHIBIT I will govern.**

### (a) Termination

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

- (i) all payments on account of the Purchase Price and any other amounts payable by the Purchaser under the Purchase Agreement are not paid

when due, as such due date may be extended pursuant to paragraph 9.1 of Addendum "A" of the Purchase Agreement;

- (ii) the Purchaser's notice of satisfaction or waiver of the Purchaser's conditions is not received within the time required by the Developer pursuant to paragraph 9.2 of Addendum "A" of the Purchase Agreement; or
- (iii) the Developer's notice of non-satisfaction or non-waiver of the Developer's conditions is received within the time required by the Developer pursuant to paragraph 9.3 of Addendum "A" of the Purchase Agreement.

Pursuant to the terms of paragraph 5.1 of Addendum "A" of the Purchase Agreement, if the Completion Date has not occurred by December 17, 2025 (the "Outside Date") and the parties have not agreed to an extension, then the Purchase Agreement shall be terminated, subject to any extensions of the Outside Date in accordance with paragraph 5.1 of Addendum "A" of the Purchase Agreement.

(b) Extension

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

- (i) if the Strata Lot is not "Ready to be Occupied" or if title is not issued by the Land Title Office on or before the estimated Completion Date in accordance with paragraph 5.2 of Addendum "A" of the Purchase Agreement;
- (ii) if the Developer elects to extend the Outside Date for 250 days in accordance with paragraph 5.1(b) of Addendum "A" of the Purchase Agreement;
- (iii) where the Developer elected to extend the Outside Date for 250 days in accordance with paragraph 5.1(b) of Addendum "A" of the Purchase Agreement, the Developer may elect to further extend the Outside Date for a further 110 days in accordance with paragraph 5.1(c) of Addendum "A" of the Purchase Agreement;
- (iv) if the Developer is delayed from completing the construction of a Strata Lot or satisfying any other conditions of closing as a result of any event of any nature whatsoever beyond the control of the Developer in accordance with either paragraph 5.1(a) or paragraph 5.3 of Addendum "A" of the Purchase Agreement; or
- (v) at the Developer's option if all payments on account of the Purchase Price and any other monies payable by the Purchaser under the Purchase Agreement are not paid when due in accordance with paragraph 9.1 of Addendum "A" of the Purchase Agreement.

(c) Assignment

Without the Developer's prior consent, any assignment of a Purchase Agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a Purchase Agreement made in respect of a strata lot in a development property, whether the transfer is made by the Purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement would have to provide the Developer with the information and records required under the *Real Estate Development Marketing Act* and Regulations.

The Developer must not consent to an assignment of a Purchase Agreement unless the Developer first collects, from each proposed party to the assignment agreement, all of the information and records, including personal information, specified under the *Real Estate Development Marketing Act* and Regulations.

Information and records collected by the Developer must be disclosed by the Developer to the administrator designated under the *Property Transfer Tax Act*. The administrator may use or share the disclosed information for tax purposes and other purposes allowed under the *Real Estate Development Marketing Act* and Regulations.

Pursuant to paragraph 8.1 of Addendum "A" of the Purchase Agreement, the Purchaser can only assign its interest in the Strata Lot or Purchase Agreement with the Developer's written consent. The Developer will not consider assignment requests prior to October 1, 2023, or following the earliest estimated date for completion or construction (as defined at Section 5.1(b)). As a condition for agreeing to an assignment and for any associated legal and administrative costs the Purchaser must pay an administration fee equal to 3% of the greater of the purchase price under the Purchase Agreement and the purchase price paid by the assignee (plus GST) except that the administration fee will be a flat fee of \$1,500.00 (plus GST) if the assignee is the Purchaser's spouse, parent, child, sibling, grandparent, grandchild or a company beneficial owned and controlled by the Purchaser. The Purchaser shall also pay to the Developer the Assignment Registry Reporting Fee applicable at the time of the assignment, plus applicable GST, for the purposes of the Developer reporting the assignment to the Province of British Columbia.

The Developer in its sole discretion can sell, assign or otherwise transfer its right, title and interest in the Purchase Agreement without the consent of the Purchaser.

(d) Deposit Interest

- (i) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions of the Purchase Agreement, then the Deposit shall form part of and be applied to the Purchase Price and be paid by the Developer's solicitors to the Developer. Any interest earned on the Deposit shall be paid to the Developer;
- (ii) If the Purchaser fails to complete the purchase of the Strata Lot or fails to pay any part of the Deposit on the terms and conditions on the terms and conditions of the Purchase Agreement, then the Deposit together with interest accrued thereon shall be paid by the Developer's solicitors to the Developer forthwith;
- (iii) If the Purchase Agreement is terminated pursuant to paragraph 5.1 of Addendum "A" of the Purchase Agreement or if the Purchaser fails to

provide notice of waiver or satisfaction of the Purchaser's conditions pursuant to paragraph 9.2 of Addendum "A" of the Purchase Agreement, or if the Developer provides notice to the Purchaser that the Developer's conditions are not waived or satisfied pursuant to paragraph 9.3 of Addendum "A" of the Purchase Agreement, then the Deposit together with all interest accrued thereon shall be paid by the Developer's solicitors to the Purchaser and the Purchaser shall have no further claims against the Developer; and

- (iv) If the Developer fails to complete the sale of the Strata Lot on the terms and conditions of the Purchase Agreement, then the Deposit together with all interest accrued thereon shall be paid by the Developer's solicitors to the Purchaser and the Purchaser shall have no further claims against the Developer.

(e) Use of Deposit

Pursuant to paragraph 4.5 of Addendum "A" to the Purchase Agreement the Developer can enter into a deposit insurance agreement and pursuant to same use the Deposit for the Developer's own purposes, meaning purposes related to the development Lands and including construction and marketing of the Development.

7.3 Developer's Commitments

The Developer does not now have any commitments which will be met after completion of the sale of the Strata Lots except for the following:

- (a) Sale/assignment of the Parking & Storage Lease to the Strata Corporation as described in Section 3.6;

7.4 Other Material Facts

(a) Continued Marketing

The Developer is entitled to place and keep on the Common Property for so long as the Developer continues to market any Strata Lots in the Development, or the Adjacent Development, such signage and display suites as required by the Developer in its absolute discretion. The Developer intends to conduct tours of the Development from time to time with prospective purchasers in connection with its marketing and sales activities. The Developer will act reasonably in exercising these rights and will use reasonable efforts to minimize interference with the use of enjoyment of the Common Property by existing owners.

(b) Adjacent Development

Prospective purchasers should be aware that the Development shares certain parking facilities with the Adjacent Development, which will involve cooperation with the strata corporation of the Adjacent Development.

**DEEMED RELIANCE**

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

**DECLARATION**

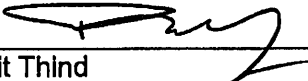
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of September 24, 2021.


Limited Partnership:

**LUMINA ECLIPSE LIMITED**  
**PARTNERSHIP** by its general partner  
**LUMINA ECLIPSE GP LTD.**

By:   
Authorized Signatory

This Disclosure Statement is executed by the Directors of LUMINA ECLIPSE GP LTD., on September 24, 2021 in their personal capacity:

By:   
Daljit Thind

By:   
Junyi Liu


**Registered Owner:**

**BETA VIEW HOMES LTD.** by its authorized signatory:

By:  \_\_\_\_\_

This Disclosure Statement is executed by all of the **Directors of BETA VIEW HOMES LTD.**, on September 24, 2021 in their personal capacity:

By:  \_\_\_\_\_  
Daljit Thind

By:  \_\_\_\_\_  
Junyi Liu

**EXHIBIT F**  
**ESTIMATED INTERIM BUDGET**

**ECLIPSE BRENTWOOD RESIDENTIAL  
2381 BETA AVE. BURNABY  
PROPOSED INTERIM BUDGET**

ACCOUNT TITLE	INTERIM
<b><u>REVENUE</u></b>	
Maintenance Fee Revenue	\$ 1,656,897.00
Misc. Revenue	0
Move In Fees	0
Access Card	0
Interest Income	0
<b>TOTAL REVENUE</b>	<b>\$ 1,656,897.00</b>
<b><u>EXPENSES</u></b>	
<b>Administration</b>	
Accounting and Audit Fees	1,250.00
Bank Charges	420.00
Communications (Internet/Cable)	4,250.00
Insurance	425,000.00
Insurance Appraisal	1,500.00
Management Fees	98,200.00
Miscellaneous	6,000.00
Office Supplies	2,250.00
Photocopy / Postage / Courier/Administration	4,000.00
<b>Total Administration</b>	<b>542,870.00</b>
<b>Building</b>	
Elevator	42,000.00
Emergency Generator	4,500.00
Fire Alarm Monitoring	2,750.00
Fire Equipment Maintenance	8,000.00
Garage Door	2,850.00
HVAC	25,000.00
Mechanical VRF	18,000.00
Janitorial Caretaker Combination	105,000.00
Concierge	224,000.00
Pest Control	1,850.00
R&M - General	16,000.00
R&M - Others	12,000.00
Window Cleaning	42,000.00
Carpet Cleaning	3,500.00
Supplies	6,500.00
Lumina Waterfall and Starling - Easement Expense	7,500.00

Intercom/Security Lease	40,000.00
<b>Total Building</b>	<u>561,450.00</u>

**Utilities**

Electricity	155,000.00
Garbage & Recycling	66,000.00
Gas	64,000.00
Water & Sewage	25,000.00
<b>Total Utilities</b>	<u>310,000.00</u>

**Grounds Maintenance**

Irrigation	1,250.00
Landscaping	58,000.00
Snow Removal	3,500.00
<b>Total Grounds Maintenance</b>	<u>62,750.00</u>

**Recreation Area**

Fitness Room - Quarterly Maintenance Visits	2,500.00
Equipment Lease	22,000.00
Amenity Maintenance	3,500.00
Amenity Area Cable and Internet	1,200.00
<b>Total Recreation Area</b>	<u>29,200.00</u>

<b>TOTAL EXPENSES</b>	<b>\$ <u>1,506,270.00</u></b>
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Transfer to CRF	150,627.00
<b>TOTAL EXPENSES &amp; TRANSFERS</b>	<b>\$ <u><u>1,656,897.00</u></u></b>

**EXHIBIT G**  
**ESTIMATED MONTHLY STRATA FEE SCHEDULE**

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
1		84	495.65	49.56	545.21
2		60	354.04	35.40	389.44
3		60	354.04	35.40	389.44
4		60	354.04	35.40	389.44
5		60	354.04	35.40	389.44
6		60	354.04	35.40	389.44
7		60	354.04	35.40	389.44
8		80	472.05	47.20	519.25
9		59	348.14	34.81	382.95
10		59	348.14	34.81	382.95
11		60	354.04	35.40	389.44
12		82	483.85	48.38	532.23
13		60	354.04	35.40	389.44
14		59	348.14	34.81	382.95
15		59	348.14	34.81	382.95
16		59	348.14	34.81	382.95
17		59	348.14	34.81	382.95
18		59	348.14	34.81	382.95
19		60	354.04	35.40	389.44
20		59	348.14	34.81	382.95
21		59	348.14	34.81	382.95
22		59	348.14	34.81	382.95
23		49	289.13	28.91	318.04
24		69	407.14	40.71	447.85
25		84	495.65	49.56	545.21
26		59	348.14	34.81	382.95
27		59	348.14	34.81	382.95
28		59	348.14	34.81	382.95
29		44	259.63	25.96	285.59
30		74	436.65	43.66	480.31
31		59	348.14	34.81	382.95
32		80	472.05	47.20	519.25
33		58	342.24	34.22	376.46
34		59	348.14	34.81	382.95
35		59	348.14	34.81	382.95
36		82	483.85	48.38	532.23
37		59	348.14	34.81	382.95
38		59	348.14	34.81	382.95
39		59	348.14	34.81	382.95
40		59	348.14	34.81	382.95
41		59	348.14	34.81	382.95
42		58	342.24	34.22	376.46
43		59	348.14	34.81	382.95
44		59	348.14	34.81	382.95
45		59	348.14	34.81	382.95
46		59	348.14	34.81	382.95
47		57	336.33	33.63	369.96
48		69	407.14	40.71	447.85
49		73	430.74	43.07	473.81
50		66	389.44	38.94	428.38

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
51		45	265.53	26.55	292.08
52		67	395.34	39.53	434.87
53		45	265.53	26.55	292.08
54		67	395.34	39.53	434.87
55		56	330.43	33.04	363.47
56		80	472.05	47.20	519.25
57		57	336.33	33.63	369.96
58		57	336.33	33.63	369.96
59		58	342.24	34.22	376.46
60		69	407.14	40.71	447.85
61		71	418.94	41.89	460.83
62		71	418.94	41.89	460.83
63		76	448.45	44.84	493.29
64		69	407.14	40.71	447.85
65		66	389.44	38.94	428.38
66		57	336.33	33.63	369.96
67		71	418.94	41.89	460.83
68		76	448.45	44.84	493.29
69		69	407.14	40.71	447.85
70		66	389.44	38.94	428.38
71		77	454.35	45.43	499.78
72		57	336.33	33.63	369.96
73		74	436.65	43.66	480.31
74		43	253.73	25.37	279.10
75		50	295.03	29.50	324.53
76		59	348.14	34.81	382.95
77		49	289.13	28.91	318.04
78		77	454.35	45.43	499.78
79		57	336.33	33.63	369.96
80		74	436.65	43.66	480.31
81		43	253.73	25.37	279.10
82		50	295.03	29.50	324.53
83		59	348.14	34.81	382.95
84		49	289.13	28.91	318.04
85		77	454.35	45.43	499.78
86		57	336.33	33.63	369.96
87		74	436.65	43.66	480.31
88		43	253.73	25.37	279.10
89		49	289.13	28.91	318.04
90		69	407.14	40.71	447.85
91		59	348.14	34.81	382.95
92		72	424.84	42.48	467.32
93		49	289.13	28.91	318.04
94		77	454.35	45.43	499.78
95		57	336.33	33.63	369.96
96		74	436.65	43.66	480.31
97		43	253.73	25.37	279.10
98		49	289.13	28.91	318.04
99		69	407.14	40.71	447.85
100		59	348.14	34.81	382.95

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
101		72	424.84	42.48	467.32
102		49	289.13	28.91	318.04
103		77	454.35	45.43	499.78
104		57	336.33	33.63	369.96
105		74	436.65	43.66	480.31
106		43	253.73	25.37	279.10
107		49	289.13	28.91	318.04
108		69	407.14	40.71	447.85
109		59	348.14	34.81	382.95
110		72	424.84	42.48	467.32
111		49	289.13	28.91	318.04
112		77	454.35	45.43	499.78
113		57	336.33	33.63	369.96
114		74	436.65	43.66	480.31
115		43	253.73	25.37	279.10
116		49	289.13	28.91	318.04
117		69	407.14	40.71	447.85
118		59	348.14	34.81	382.95
119		72	424.84	42.48	467.32
120		49	289.13	28.91	318.04
121		77	454.35	45.43	499.78
122		57	336.33	33.63	369.96
123		74	436.65	43.66	480.31
124		43	253.73	25.37	279.10
125		49	289.13	28.91	318.04
126		69	407.14	40.71	447.85
127		59	348.14	34.81	382.95
128		72	424.84	42.48	467.32
129		49	289.13	28.91	318.04
130		77	454.35	45.43	499.78
131		57	336.33	33.63	369.96
132		74	436.65	43.66	480.31
133		43	253.73	25.37	279.10
134		49	289.13	28.91	318.04
135		69	407.14	40.71	447.85
136		59	348.14	34.81	382.95
137		72	424.84	42.48	467.32
138		49	289.13	28.91	318.04
139		77	454.35	45.43	499.78
140		57	336.33	33.63	369.96
141		74	436.65	43.66	480.31
142		43	253.73	25.37	279.10
143		49	289.13	28.91	318.04
144		69	407.14	40.71	447.85
145		59	348.14	34.81	382.95
146		72	424.84	42.48	467.32
147		49	289.13	28.91	318.04
148		77	454.35	45.43	499.78
149		57	336.33	33.63	369.96
150		74	436.65	43.66	480.31

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
151		43	253.73	25.37	279.10
152		49	289.13	28.91	318.04
153		69	407.14	40.71	447.85
154		59	348.14	34.81	382.95
155		72	424.84	42.48	467.32
156		49	289.13	28.91	318.04
157		77	454.35	45.43	499.78
158		57	336.33	33.63	369.96
159		74	436.65	43.66	480.31
160		43	253.73	25.37	279.10
161		49	289.13	28.91	318.04
162		69	407.14	40.71	447.85
163		59	348.14	34.81	382.95
164		72	424.84	42.48	467.32
165		49	289.13	28.91	318.04
166		77	454.35	45.43	499.78
167		57	336.33	33.63	369.96
168		74	436.65	43.66	480.31
169		43	253.73	25.37	279.10
170		49	289.13	28.91	318.04
171		69	407.14	40.71	447.85
172		59	348.14	34.81	382.95
173		72	424.84	42.48	467.32
174		49	289.13	28.91	318.04
175		77	454.35	45.43	499.78
176		57	336.33	33.63	369.96
177		74	436.65	43.66	480.31
178		43	253.73	25.37	279.10
179		49	289.13	28.91	318.04
180		69	407.14	40.71	447.85
181		59	348.14	34.81	382.95
182		72	424.84	42.48	467.32
183		49	289.13	28.91	318.04
184		77	454.35	45.43	499.78
185		57	336.33	33.63	369.96
186		74	436.65	43.66	480.31
187		43	253.73	25.37	279.10
188		49	289.13	28.91	318.04
189		69	407.14	40.71	447.85
190		59	348.14	34.81	382.95
191		72	424.84	42.48	467.32
192		49	289.13	28.91	318.04
193		77	454.35	45.43	499.78
194		57	336.33	33.63	369.96
195		74	436.65	43.66	480.31
196		43	253.73	25.37	279.10
197		49	289.13	28.91	318.04
198		69	407.14	40.71	447.85
199		59	348.14	34.81	382.95
200		72	424.84	42.48	467.32

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
201		49	289.13	28.91	318.04
202		77	454.35	45.43	499.78
203		57	336.33	33.63	369.96
204		74	436.65	43.66	480.31
205		91	536.95	53.70	590.65
206		75	442.55	44.25	486.80
207		58	342.24	34.22	376.46
208		72	424.84	42.48	467.32
209		49	289.13	28.91	318.04
210		77	454.35	45.43	499.78
211		57	336.33	33.63	369.96
212		74	436.65	43.66	480.31
213		91	536.95	53.70	590.65
214		75	442.55	44.25	486.80
215		58	342.24	34.22	376.46
216		72	424.84	42.48	467.32
217		49	289.13	28.91	318.04
218		77	454.35	45.43	499.78
219		57	336.33	33.63	369.96
220		74	436.65	43.66	480.31
221		91	536.95	53.70	590.65
222		75	442.55	44.25	486.80
223		58	342.24	34.22	376.46
224		72	424.84	42.48	467.32
225		49	289.13	28.91	318.04
226		77	454.35	45.43	499.78
227		57	336.33	33.63	369.96
228		74	436.65	43.66	480.31
229		91	536.95	53.70	590.65
230		75	442.55	44.25	486.80
231		58	342.24	34.22	376.46
232		72	424.84	42.48	467.32
233		49	289.13	28.91	318.04
234		77	454.35	45.43	499.78
235		57	336.33	33.63	369.96
236		74	436.65	43.66	480.31
237		91	536.95	53.70	590.65
238		75	442.55	44.25	486.80
239		58	342.24	34.22	376.46
240		72	424.84	42.48	467.32
241		49	289.13	28.91	318.04
242		77	454.35	45.43	499.78
243		57	336.33	33.63	369.96
244		74	436.65	43.66	480.31
245		91	536.95	53.70	590.65
246		75	442.55	44.25	486.80
247		58	342.24	34.22	376.46
248		72	424.84	42.48	467.32
249		49	289.13	28.91	318.04
250		77	454.35	45.43	499.78

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
251		57	336.33	33.63	369.96
252		74	436.65	43.66	480.31
253		91	536.95	53.70	590.65
254		75	442.55	44.25	486.80
255		58	342.24	34.22	376.46
256		72	424.84	42.48	467.32
257		49	289.13	28.91	318.04
258		77	454.35	45.43	499.78
259		57	336.33	33.63	369.96
260		74	436.65	43.66	480.31
261		91	536.95	53.70	590.65
262		75	442.55	44.25	486.80
263		58	342.24	34.22	376.46
264		72	424.84	42.48	467.32
265		49	289.13	28.91	318.04
266		77	454.35	45.43	499.78
267		57	336.33	33.63	369.96
268		74	436.65	43.66	480.31
269		91	536.95	53.70	590.65
270		75	442.55	44.25	486.80
271		58	342.24	34.22	376.46
272		72	424.84	42.48	467.32
273		49	289.13	28.91	318.04
274		77	454.35	45.43	499.78
275		57	336.33	33.63	369.96
276		74	436.65	43.66	480.31
277		91	536.95	53.70	590.65
278		75	442.55	44.25	486.80
279		58	342.24	34.22	376.46
280		72	424.84	42.48	467.32
281		49	289.13	28.91	318.04
282		77	454.35	45.43	499.78
283		57	336.33	33.63	369.96
284		74	436.65	43.66	480.31
285		91	536.95	53.70	590.65
286		75	442.55	44.25	486.80
287		58	342.24	34.22	376.46
288		72	424.84	42.48	467.32
289		49	289.13	28.91	318.04
290		77	454.35	45.43	499.78
291		57	336.33	33.63	369.96
292		74	436.65	43.66	480.31
293		91	536.95	53.70	590.65
294		75	442.55	44.25	486.80
295		58	342.24	34.22	376.46
296		72	424.84	42.48	467.32
297		49	289.13	28.91	318.04
298		77	454.35	45.43	499.78
299		57	336.33	33.63	369.96
300		74	436.65	43.66	480.31

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
301		91	536.95	53.70	590.65
302		75	442.55	44.25	486.80
303		58	342.24	34.22	376.46
304		72	424.84	42.48	467.32
305		49	289.13	28.91	318.04
306		77	454.35	45.43	499.78
307		57	336.33	33.63	369.96
308		74	436.65	43.66	480.31
309		91	536.95	53.70	590.65
310		75	442.55	44.25	486.80
311		58	342.24	34.22	376.46
312		72	424.84	42.48	467.32
313		49	289.13	28.91	318.04
314		77	454.35	45.43	499.78
315		58	342.24	34.22	376.46
316		72	424.84	42.48	467.32
317		68	401.24	40.12	441.36
318		78	460.25	46.02	506.27
319		58	342.24	34.22	376.46
320		71	418.94	41.89	460.83
321		50	295.03	29.50	324.53
322		77	454.35	45.43	499.78
323		59	348.14	34.81	382.95
324		105	619.55	61.96	681.51
325		69	407.14	40.71	447.85
326		138	814.27	81.43	895.70
327		58	342.24	34.22	376.46
328		71	418.94	41.89	460.83
329		50	295.03	29.50	324.53
<b>TOTAL U/E</b>		<b>21,273</b>	<b>125,523.90</b>	<b>12,551.23</b>	<b>138,075.13</b>
			x 12	x 12	x 12
			<b>1,506,286.80</b>	<b>150,614.76</b>	<b>1,656,901.56</b>

This is Exhibit "1" referred to in  
the 1st Affidavit of Liping Ding affirmed  
before me this 7th day of April 2026

*Megan George*

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A Commissioner for taking Affidavits for  
British Columbia

**DISCLOSURE STATEMENT - FIRST AMENDMENT**  
*Real Estate Development Marketing Act (British Columbia)*  
**LUMINA ECLIPSE**

**Date of Disclosure Statement:** September 24, 2021  
**Date of First Amendment:** June 17, 2022

**DEVELOPER:** LUMINA ECLIPSE GP LTD.  
LUMINA ECLIPSE LIMITED PARTNERSHIP  
BETA VIEW HOMES LTD.  
**ADDRESS FOR SERVICE:** 700 - 401 West Georgia Street,  
Vancouver, BC V6B 5A1  
**BUSINESS ADDRESS:** 700 - 4211 Kingsway,  
Burnaby, BC V5H 1Z6  
**REAL ESTATE BROKERAGES:** Rennie Marketing Systems  
51 East Pender Street  
Vancouver, BC V6A 1S9

The Developer reserves the right to appoint additional or replacement brokerage(s), and reserves the right to allow the brokerage to assign the brokers rights with respect to the marketing and sale of the Development to an affiliate or related party of the brokerage(s). The Developer may also use its own staff members to market the Strata Lots, who are not licensed under the *Real Estate Services Act*. None of the Developer's agent(s) or staff members will be acting on behalf of the Purchaser. None of the Developer's agent(s) will be acting on behalf of the Purchaser.

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

**This First Amendment to Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of:**

**Purchaser: (insert name(s)) here:**

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**And have confirmed that fact by initialling in the space provided here:**

<b>Purchaser Initials</b>	

The Disclosure Statement dated September 24, 2021 is amended as follows:

**1.0 Page 1 (unnumbered) is amended by deleting the following in its entirety:**

"MLA Canada Realty  
100 - 856 Homer Street, Vancouver, BC V6B 2W5

MLA Fraser Valley Realty  
B210 - 20689 Willoughby Town Centre Drive, Langley, BC V2Y 0X7"

and is replaced with:

"Rennie Marketing Systems

51 East Pender Street  
Vancouver, BC V6A 1S9".

**2.0 Page 4 titled "EXHIBITS TO THIS DISCLOSURE STATEMENT", is amended by adding the following:**

"L Deposit Protection Contract"

**3.0 Section 3.8(c)(iv) is deleted in its entirety without replacement.**

**4.0 Section 4.3 (Existing Encumbrances and Legal Notations) is amended as follows:**

**4.1 By deleting subsection 4.3(a) in its entirety and replacing it with the following:**

- (i) Mortgages CA8699750, CA8699752, CA9151198, CA9151200, CA9469147, and CA9774693 and Assignments of Rents CA8699751, CA8699753, CA9151199, CA9151201, and CA9469148 all in favour of Kingsett Mortgage Corporation ("Kingsett"). The Kingsett mortgages provide that in the event the Developer is in breach Kingsett can initiate a foreclosure procedure and either become the owner of the Lands or have the Lands sold. The Kingsett assignments of rents provide that where the Developer is in breach of the Kingsett mortgage and the Lands are rented then Kingsett would be entitled, but not obligated, to collect any rental income and apply same to the monies owed to Kingsett under the Kingsett mortgages. Together the foregoing charges are collectively called the "Existing Financial Charges".
- (ii) Mortgage CB9317 (the "Deposit Protection Insurance Mortgage") and Assignment of Rents CB9318 (the "Deposit Protection Insurance Assignment of Rents") in favour of the Deposit Protection Insurer (as defined in section 7.1).

The Deposit Protection Insurance Mortgage and the Deposit Protection Insurance Assignment of Rents are collectively called the "Deposit Protection Charges".

As the Strata Lots are sold to purchasers, the sales proceeds will be used to obtain partial discharges of the Existing Financial Charges, the Deposit Protection Charges and any other financial encumbrances registered by the Developer against title to the Strata Lots from the particular Strata Lot(s) being sold. The Developer will ensure that no purchaser will take title to a Strata Lot unless the Deposit Protection Charges, the Existing Financial Charges and any other financial encumbrances are discharged or undertakings are in place to permit such discharge."

- (iii) Priority Agreements CA9153709 and CA9153710 priority agreements granting Kingsett mortgage CA9151198 and assignment of rents CA9151199 priority over Kingsett mortgage CA8699750 and assignment of rents CA8699751;
- (iv) Priority Agreements CA9153711 and CA9153712 priority agreements granting Kingsett mortgage CA9151198 and assignment of rents CA9151199 priority over Kingsett mortgage CA8699752 and assignment of rents CA8699753; and
- (v) Priority Agreements CA9153713 and CA9153714 priority agreements granting Kingsett mortgage CA9151200 and assignment of rents CA9151201 priority over Kingsett mortgage CA8699750 and assignment of rents CA8699751; and
- (vi) Priority Agreements CA9153715 and CA9153716 priority agreements granting Kingsett mortgage CA9151200 and assignment of rents CA9151201 priority over Kingsett mortgage CA8699752 and assignment of rents CA8699753.
- (vii) Priority Agreement CB9723 and CB9724 priority agreements granting the Deposit Protection Insurer mortgage CB9317 and assignment of rents CB9318 priority over Kingsett mortgage CA8699750 and assignment of rents CA8699751;
- (viii) Priority Agreement CB9725 and CB9726 priority agreements granting the Deposit Protection Insurer mortgage CB9317 and assignment of rents CB9318 priority over Kingsett mortgage CA8699752 and assignment of rents CA8699753;
- (ix) Priority Agreement CB9727 and CB9728 priority agreements granting the Deposit Protection Insurer mortgage CB9317 and assignment of rents CB9318 priority over Kingsett mortgage CA9151200 and assignment of rents CA9151201;
- (x) Priority Agreement CB9729 and CB9730 priority agreements granting the Deposit Protection Insurer mortgage CB9317 and assignment of rents CB9318 priority over Kingsett mortgage CA9469148 and assignment of rents CA9469149;
- (xi) Priority Agreement CB9731 and CB9732 priority agreements granting the Deposit Protection Insurer mortgage CB9317 and assignment of rents CB9318 priority over Kingsett mortgage CA9774693;

**5.0 The second and third paragraph of section 4.4 is deleted in its entirety and replaced with the following:**

"The Developer reserves the right to register additional financial charges against title to the Lands in favour of a lender for the placement, modification or extension of any financing, including the Deposit Protection Charges and the Existing Financial Charges.

The Developer will ensure that no purchaser will take title to a Strata Lot unless the Existing Financial Charges, the Deposit Protection Charges and any other financing charges, if applicable, are discharged from title to the Strata Lots or undertakings are in place to permit such discharge."

**6.0 The second paragraph of section 6.2 is deleted in its entirety and replaced with the following:**

"The Developer has obtained deposit protection insurance from the Deposit Protection Insurer, and has grant the Deposit Protection Charges against title to the Lands in favour of the Deposit Protection Insurer (all as defined and described in more detail in Section 7.1)."

**7.0 Section 7.1 (Deposits) is deleted its entirety and replaced with the following:**

"Subject to legal remedies in respect of defaults under the Purchase Agreement (as defined in Section 7.2), and except as otherwise provided in this Section 7.1, where required under the *Real Estate Development Marketing Act*, all deposits and other monies received from a purchaser of a Strata Lot will be held by the Developer's lawyers, Richards Buell Sutton LLP, in trust, or such other lawyer, real estate brokerage, or notary public as the Developer may choose in its sole discretion, in trust, in the manner required by *Real Estate Development Marketing Act* until such time as:

- (a) the Final Strata Plan is deposited in the Land Title Office;
- (b) the approvals required for the lawful occupation of the Strata Lot have been obtained; and
- (c) an instrument evidencing the interest of the purchaser in the Strata Lot has been filed for registration in the Land Title Office.

Notwithstanding the foregoing, section 19 of the *Real Estate Development Marketing Act* permits the Developer to enter into a deposit protection contract with an approved insurer which allows the deposits to be released to the Developer and used by the Developer for purposes related to the Development, including the construction and marketing thereof.

The Developer has entered into a master insurance policy deposit protection contract (Policy No. 222365021) (the "**Deposit Protection Contract**") relating to the Development with Aviva Insurance Company of Canada and Liberty Mutual Insurance Company (collectively, the "**Deposit Protection Insurer**") c/o Westmount West Services Inc. 1130 West Pender Street, Suite 520, Vancouver, BC V6E 4A4. Westmount West Services Inc. is the agent for the Deposit Protection Insurer. The Deposit Protection Contract is effective on the date that it was duly executed by the Developer, and the Deposit Protection Insurer, being the 20<sup>th</sup> day of May, 2022.

Under the terms of the Deposit Protection Contract, upon the satisfaction of certain conditions required by the Deposit Protection Insurer, the Deposit Protection Insurer may, from time to time, issue a schedule or schedules (each, a "**Deposit Schedule**") to the Deposit Protection Contract indicating that the Deposit Protection Insurer is providing deposit protection insurance in respect of those certain purchaser deposit(s) (or portions thereof) listed in such Deposit Schedule. Upon the Deposit Protection Insurer issuing a Deposit Schedule which includes the deposit (or portion thereof) paid by a given purchaser for a Strata Lot and held by the deposit holder, the Deposit Protection Contract (together with such Deposit Schedule) will constitute a "deposit protection contract" for the purposes of section 19 of the *Real Estate Development Marketing Act* with respect to such deposit (or portion thereof, as applicable) for the benefit of such purchaser, and such deposit (or portion thereof, as applicable) can then be released by the deposit holder to the Developer and used by the Developer for purposes related to the Development, including, without limitation, the construction and marketing of the Development, in accordance with the *Real Estate Development Marketing Act*. Each deposit (or portion thereof, as applicable) listed in a Deposit Schedule and released to the Developer is covered by the Deposit Protection Contract. The date on which the insurance coverage in respect of each given deposit (or portion thereof, as applicable) takes effect will be the date on which a Deposit Schedule which lists such deposit (or portion thereof, as applicable) is issued by the Deposit Protection Insurer.

The aggregate limit of the insurance coverage pursuant to the Deposit Protection Contract is or will be \$50,000,000. The per claim limit of the insurance coverage relating to an individual purchaser deposit pursuant to the Deposit Protection Contract is the amount of such deposit (or the portion thereof) which is released by the deposit holder as shown in the applicable Deposit Schedule issued by the Deposit Protection Insurer. Upon the release of a deposit (or portion thereof) to the Developer pursuant to the Deposit Protection Contract in the manner described above, no further interest (if any) will accrue on the amount released.

The deposit protection insurance for a given deposit under the Deposit Protection Contract will cease upon the occurrence of any of the following events: (i) the events described in subsections 7.1(a), (b) and (c) have occurred; (ii) the Developer pays the purchaser the amount insured by the Deposit Protection Contract with respect to such deposit; (iii) the Deposit Protection Insurer pays the deposit and interest, if any, thereon due under any claim arising from any default of the Developer, written notice of which has been delivered to the Deposit Protection Insurer pursuant to the terms of the Deposit Protection Contract; (iv) the purchaser has acknowledged in writing that it is not entitled to payment of the deposit and applicable interest, if any, and that the Deposit Protection Insurer is no longer liable under the deposit protection insurance policy; or (v) a court determines that the purchaser is not entitled to the return of its deposit and applicable interest, if any.

For greater certainty, subject to the terms of the Deposit Protection Contract and as described more particularly therein, the deposit protection insurance provided by the Deposit Protection Insurer pursuant to the Deposit Protection Contract insures each purchaser whose deposit (or a portion thereof) is released by the deposit holder to the Developer pursuant to the Deposit Protection Contract against the loss of such deposit (or portion thereof) and applicable interest, if any, that results because the developer fails to do the following: (i) ensure that the events described in subsections 7.1(a), (b) and (c) occur within the time specified in such purchaser's purchase agreement; and (ii)

return such deposit and applicable interest, if any, to such purchaser if the purchaser is entitled to its return in accordance with such purchaser's purchase agreement. The deposit protection insurance provided by the Deposit Protection Insurer pursuant to the Deposit Protection Contract covers only those losses relating to the foregoing, and does not in any other manner insure deposits paid by purchasers.

A copy of the Deposit Protection Contract is attached hereto as **EXHIBIT "L".**

**8.0 Section 7.2 (Purchase Agreement) is amended as follows:**

**8.1 By adding the following paragraph to the end of section 4.2 (Handling of the Deposit):**

"The Purchaser acknowledges and agrees that, in accordance with Section 19 of the *Real Estate Development Marketing Act*, the Developer has entered into a deposit protection contract with the Deposit Protection Insurer, pursuant to which the deposits paid by purchasers of strata lots in the Development, including the Deposit, will be insured and, as such, may be released, in whole or in part, to the Developer in accordance with the terms of the deposit protection contract and the Developer may use the Deposit for purposes related to the Development, including without limitation, the construction and marketing of the Development in accordance with the provisions of the *Real Estate Development Marketing Act*. The Purchaser acknowledges that from and after the release of the Deposit, or any portion thereof, pursuant to a deposit protection contract, no further interest will be earned on the amount so released."

**9.0 Exhibit "F" titled "Estimated Interim Budget" is deleted and replaced with Exhibit "F" attached hereto titled "Estimated Interim Budget".**

**10.0 Exhibit "G" titled "Estimated Monthly Strata Fee Schedule" is deleted and replaced with Exhibit "G" attached hereto titled "Estimated Monthly Strata Fee Schedule".**

**11.0 Exhibit "L" titled "Deposit Protection Contract" attached hereto is added to the Disclosure Statement.**

**DEEMED RELIANCE**

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

**DECLARATION**

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of ~~May 17~~ June 17, 2022.

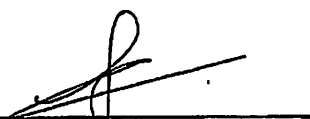
Limited Partnership:

**LUMINA ECLIPSE LIMITED  
PARTNERSHIP by its general partner  
LUMINA ECLIPSE GP LTD.**

By:   
Authorized Signatory

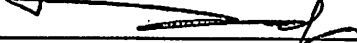
This First Amendment to Disclosure Statement is executed by the Directors of LUMINA ECLIPSE GP LTD., on June 17, 2022 in their personal capacity:

By:   
Daljit Thind

By:   
Junyi Liu

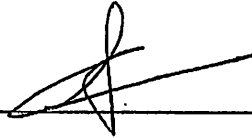
**Registered Owner:**

**BETA VIEW HOMES LTD.** by its authorized signatory:

By:  \_\_\_\_\_

This First Amendment to Disclosure Statement is executed by all of the **Directors of BETA VIEW HOMES LTD.**, on June 17, 2022 in their personal capacity:

By:  \_\_\_\_\_  
Daljit Thind

By:  \_\_\_\_\_  
Junyi Liu

**Exhibit "F"**  
**Estimated Interim Budget**

**ECLIPSE BRENTWOOD RESIDENTIAL  
2381 BETA AVE. BURNABY  
PROPOSED INTERIM BUDGET**

ACCOUNT TITLE	INTERIM
<b><u>REVENUE</u></b>	
Maintenance Fee Revenue	\$ 1,714,097.00
Misc. Revenue	0
Move In Fees	0
Access Card	0
Interest Income	0
<b>TOTAL REVENUE</b>	<b>\$ 1,714,097.00</b>
 <b><u>EXPENSES</u></b>	
<b>Administration</b>	
Accounting and Audit Fees	1,250.00
Bank Charges	420.00
Communications (Internet/Cable)	4,250.00
Insurance	385,000.00
Insurance Appraisal	1,500.00
Management Fees	98,200.00
Miscellaneous	6,000.00
Office Supplies	2,250.00
Photocopy / Postage / Courier/Administration	4,000.00
<b>Total Administration</b>	<b>502,870.00</b>
 <b>Building</b>	
Elevator	42,000.00
Emergency Generator	4,500.00
Fire Alarm Monitoring	2,750.00
Fire Equipment Maintenance	8,000.00
Garage Door	2,850.00
HVAC	25,000.00
Mechanical VRF	18,000.00
Janitorial Caretaker Combination	105,000.00
Concierge	224,000.00
Pest Control	1,850.00
R&M - General	26,000.00
R&M - Others	12,000.00
Window Cleaning	42,000.00
Carpet Cleaning	3,500.00
Supplies	6,500.00
Lumina Waterfall and Starling - Easement Expense	7,500.00
Intercom/Security Lease	40,000.00
<b>Total Building</b>	<b>571,450.00</b>

<b>Utilities</b>	
Electricity	155,000.00
Garbage & Recycling	66,000.00
Gas	146,000.00
Water & Sewage	25,000.00
<b>Total Utilities</b>	<u>392,000.00</u>

<b>Grounds Maintenance</b>	
Irrigation	1,250.00
Landscaping	58,000.00
Snow Removal	3,500.00
<b>Total Grounds Maintenance</b>	<u>62,750.00</u>

<b>Recreation Area</b>	
Fitness Room - Quarterly Maintenance Visits	2,500.00
Equipment Lease	22,000.00
Amenity Maintenance	3,500.00
Amenity Area Cable and Internet	1,200.00
<b>Total Recreation Area</b>	<u>29,200.00</u>

**TOTAL EXPENSES** \$ **1,558,270.00**

Transfer to CRF 155,827.00

**TOTAL EXPENSES & TRANSFERS** \$ **1,714,097.00**

**Exhibit "G"**  
**Estimated Monthly Strata Fee Schedule**

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
1		84	512.75	51.28	564.03
2		60	366.25	36.63	402.88
3		60	366.25	36.63	402.88
4		60	366.25	36.63	402.88
5		60	366.25	36.63	402.88
6		60	366.25	36.63	402.88
7		60	366.25	36.63	402.88
8		80	488.34	48.83	537.17
9		59	360.15	36.02	396.17
10		59	360.15	36.02	396.17
11		60	366.25	36.63	402.88
12		82	500.55	50.05	550.60
13		60	366.25	36.63	402.88
14		59	360.15	36.02	396.17
15		59	360.15	36.02	396.17
16		59	360.15	36.02	396.17
17		59	360.15	36.02	396.17
18		59	360.15	36.02	396.17
19		60	366.25	36.63	402.88
20		59	360.15	36.02	396.17
21		59	360.15	36.02	396.17
22		59	360.15	36.02	396.17
23		49	299.11	29.91	329.02
24		69	421.19	42.12	463.31
25		84	512.75	51.28	564.03
26		59	360.15	36.02	396.17
27		59	360.15	36.02	396.17
28		59	360.15	36.02	396.17
29		44	268.59	26.86	295.45
30		74	451.72	45.17	496.89
31		59	360.15	36.02	396.17
32		80	488.34	48.83	537.17
33		58	354.05	35.40	389.45
34		59	360.15	36.02	396.17
35		59	360.15	36.02	396.17
36		82	500.55	50.05	550.60
37		59	360.15	36.02	396.17
38		59	360.15	36.02	396.17
39		59	360.15	36.02	396.17
40		59	360.15	36.02	396.17
41		59	360.15	36.02	396.17
42		58	354.05	35.40	389.45
43		59	360.15	36.02	396.17
44		59	360.15	36.02	396.17
45		59	360.15	36.02	396.17
46		59	360.15	36.02	396.17
47		57	347.95	34.79	382.74
48		69	421.19	42.12	463.31
49		73	445.61	44.56	490.17
50		66	402.88	40.29	443.17

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
51		45	274.69	27.47	302.16
52		67	408.98	40.90	449.88
53		45	274.69	27.47	302.16
54		67	408.98	40.90	449.88
55		56	341.84	34.18	376.02
56		80	488.34	48.83	537.17
57		57	347.95	34.79	382.74
58		57	347.95	34.79	382.74
59		58	354.05	35.40	389.45
60		69	421.19	42.12	463.31
61		71	433.40	43.34	476.74
62		71	433.40	43.34	476.74
63		76	463.93	46.39	510.32
64		69	421.19	42.12	463.31
65		66	402.88	40.29	443.17
66		57	347.95	34.79	382.74
67		71	433.40	43.34	476.74
68		76	463.93	46.39	510.32
69		69	421.19	42.12	463.31
70		66	402.88	40.29	443.17
71		77	470.03	47.00	517.03
72		57	347.95	34.79	382.74
73		74	451.72	45.17	496.89
74		43	262.48	26.25	288.73
75		50	305.21	30.52	335.73
76		59	360.15	36.02	396.17
77		49	299.11	29.91	329.02
78		77	470.03	47.00	517.03
79		57	347.95	34.79	382.74
80		74	451.72	45.17	496.89
81		43	262.48	26.25	288.73
82		50	305.21	30.52	335.73
83		59	360.15	36.02	396.17
84		49	299.11	29.91	329.02
85		77	470.03	47.00	517.03
86		57	347.95	34.79	382.74
87		74	451.72	45.17	496.89
88		43	262.48	26.25	288.73
89		49	299.11	29.91	329.02
90		69	421.19	42.12	463.31
91		59	360.15	36.02	396.17
92		72	439.51	43.95	483.46
93		49	299.11	29.91	329.02
94		77	470.03	47.00	517.03
95		57	347.95	34.79	382.74
96		74	451.72	45.17	496.89
97		43	262.48	26.25	288.73
98		49	299.11	29.91	329.02
99		69	421.19	42.12	463.31
100		59	360.15	36.02	396.17

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
101		72	439.51	43.95	483.46
102		49	299.11	29.91	329.02
103		77	470.03	47.00	517.03
104		57	347.95	34.79	382.74
105		74	451.72	45.17	496.89
106		43	262.48	26.25	288.73
107		49	299.11	29.91	329.02
108		69	421.19	42.12	463.31
109		59	360.15	36.02	396.17
110		72	439.51	43.95	483.46
111		49	299.11	29.91	329.02
112		77	470.03	47.00	517.03
113		57	347.95	34.79	382.74
114		74	451.72	45.17	496.89
115		43	262.48	26.25	288.73
116		49	299.11	29.91	329.02
117		69	421.19	42.12	463.31
118		59	360.15	36.02	396.17
119		72	439.51	43.95	483.46
120		49	299.11	29.91	329.02
121		77	470.03	47.00	517.03
122		57	347.95	34.79	382.74
123		74	451.72	45.17	496.89
124		43	262.48	26.25	288.73
125		49	299.11	29.91	329.02
126		69	421.19	42.12	463.31
127		59	360.15	36.02	396.17
128		72	439.51	43.95	483.46
129		49	299.11	29.91	329.02
130		77	470.03	47.00	517.03
131		57	347.95	34.79	382.74
132		74	451.72	45.17	496.89
133		43	262.48	26.25	288.73
134		49	299.11	29.91	329.02
135		69	421.19	42.12	463.31
136		59	360.15	36.02	396.17
137		72	439.51	43.95	483.46
138		49	299.11	29.91	329.02
139		77	470.03	47.00	517.03
140		57	347.95	34.79	382.74
141		74	451.72	45.17	496.89
142		43	262.48	26.25	288.73
143		49	299.11	29.91	329.02
144		69	421.19	42.12	463.31
145		59	360.15	36.02	396.17
146		72	439.51	43.95	483.46
147		49	299.11	29.91	329.02
148		77	470.03	47.00	517.03
149		57	347.95	34.79	382.74
150		74	451.72	45.17	496.89

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
151		43	262.48	26.25	288.73
152		49	299.11	29.91	329.02
153		69	421.19	42.12	463.31
154		59	360.15	36.02	396.17
155		72	439.51	43.95	483.46
156		49	299.11	29.91	329.02
157		77	470.03	47.00	517.03
158		57	347.95	34.79	382.74
159		74	451.72	45.17	496.89
160		43	262.48	26.25	288.73
161		49	299.11	29.91	329.02
162		69	421.19	42.12	463.31
163		59	360.15	36.02	396.17
164		72	439.51	43.95	483.46
165		49	299.11	29.91	329.02
166		77	470.03	47.00	517.03
167		57	347.95	34.79	382.74
168		74	451.72	45.17	496.89
169		43	262.48	26.25	288.73
170		49	299.11	29.91	329.02
171		69	421.19	42.12	463.31
172		59	360.15	36.02	396.17
173		72	439.51	43.95	483.46
174		49	299.11	29.91	329.02
175		77	470.03	47.00	517.03
176		57	347.95	34.79	382.74
177		74	451.72	45.17	496.89
178		43	262.48	26.25	288.73
179		49	299.11	29.91	329.02
180		69	421.19	42.12	463.31
181		59	360.15	36.02	396.17
182		72	439.51	43.95	483.46
183		49	299.11	29.91	329.02
184		77	470.03	47.00	517.03
185		57	347.95	34.79	382.74
186		74	451.72	45.17	496.89
187		43	262.48	26.25	288.73
188		49	299.11	29.91	329.02
189		69	421.19	42.12	463.31
190		59	360.15	36.02	396.17
191		72	439.51	43.95	483.46
192		49	299.11	29.91	329.02
193		77	470.03	47.00	517.03
194		57	347.95	34.79	382.74
195		74	451.72	45.17	496.89
196		43	262.48	26.25	288.73
197		49	299.11	29.91	329.02
198		69	421.19	42.12	463.31
199		59	360.15	36.02	396.17
200		72	439.51	43.95	483.46

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
201		49	299.11	29.91	329.02
202		77	470.03	47.00	517.03
203		57	347.95	34.79	382.74
204		74	451.72	45.17	496.89
205		91	555.49	55.55	611.04
206		75	457.82	45.78	503.60
207		58	354.05	35.40	389.45
208		72	439.51	43.95	483.46
209		49	299.11	29.91	329.02
210		77	470.03	47.00	517.03
211		57	347.95	34.79	382.74
212		74	451.72	45.17	496.89
213		91	555.49	55.55	611.04
214		75	457.82	45.78	503.60
215		58	354.05	35.40	389.45
216		72	439.51	43.95	483.46
217		49	299.11	29.91	329.02
218		77	470.03	47.00	517.03
219		57	347.95	34.79	382.74
220		74	451.72	45.17	496.89
221		91	555.49	55.55	611.04
222		75	457.82	45.78	503.60
223		58	354.05	35.40	389.45
224		72	439.51	43.95	483.46
225		49	299.11	29.91	329.02
226		77	470.03	47.00	517.03
227		57	347.95	34.79	382.74
228		74	451.72	45.17	496.89
229		91	555.49	55.55	611.04
230		75	457.82	45.78	503.60
231		58	354.05	35.40	389.45
232		72	439.51	43.95	483.46
233		49	299.11	29.91	329.02
234		77	470.03	47.00	517.03
235		57	347.95	34.79	382.74
236		74	451.72	45.17	496.89
237		91	555.49	55.55	611.04
238		75	457.82	45.78	503.60
239		58	354.05	35.40	389.45
240		72	439.51	43.95	483.46
241		49	299.11	29.91	329.02
242		77	470.03	47.00	517.03
243		57	347.95	34.79	382.74
244		74	451.72	45.17	496.89
245		91	555.49	55.55	611.04
246		75	457.82	45.78	503.60
247		58	354.05	35.40	389.45
248		72	439.51	43.95	483.46
249		49	299.11	29.91	329.02
250		77	470.03	47.00	517.03

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
251		57	347.95	34.79	382.74
252		74	451.72	45.17	496.89
253		91	555.49	55.55	611.04
254		75	457.82	45.78	503.60
255		58	354.05	35.40	389.45
256		72	439.51	43.95	483.46
257		49	299.11	29.91	329.02
258		77	470.03	47.00	517.03
259		57	347.95	34.79	382.74
260		74	451.72	45.17	496.89
261		91	555.49	55.55	611.04
262		75	457.82	45.78	503.60
263		58	354.05	35.40	389.45
264		72	439.51	43.95	483.46
265		49	299.11	29.91	329.02
266		77	470.03	47.00	517.03
267		57	347.95	34.79	382.74
268		74	451.72	45.17	496.89
269		91	555.49	55.55	611.04
270		75	457.82	45.78	503.60
271		58	354.05	35.40	389.45
272		72	439.51	43.95	483.46
273		49	299.11	29.91	329.02
274		77	470.03	47.00	517.03
275		57	347.95	34.79	382.74
276		74	451.72	45.17	496.89
277		91	555.49	55.55	611.04
278		75	457.82	45.78	503.60
279		58	354.05	35.40	389.45
280		72	439.51	43.95	483.46
281		49	299.11	29.91	329.02
282		77	470.03	47.00	517.03
283		57	347.95	34.79	382.74
284		74	451.72	45.17	496.89
285		91	555.49	55.55	611.04
286		75	457.82	45.78	503.60
287		58	354.05	35.40	389.45
288		72	439.51	43.95	483.46
289		49	299.11	29.91	329.02
290		77	470.03	47.00	517.03
291		57	347.95	34.79	382.74
292		74	451.72	45.17	496.89
293		91	555.49	55.55	611.04
294		75	457.82	45.78	503.60
295		58	354.05	35.40	389.45
296		72	439.51	43.95	483.46
297		49	299.11	29.91	329.02
298		77	470.03	47.00	517.03
299		57	347.95	34.79	382.74
300		74	451.72	45.17	496.89

**ECLIPSE BRENTWOOD RESIDENTIAL  
INTERIM FEE SCHEDULE**

S.L.	UNIT	U/E	OPERATING FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL MONTHLY FEES DUE
301		91	555.49	55.55	611.04
302		75	457.82	45.78	503.60
303		58	354.05	35.40	389.45
304		72	439.51	43.95	483.46
305		49	299.11	29.91	329.02
306		77	470.03	47.00	517.03
307		57	347.95	34.79	382.74
308		74	451.72	45.17	496.89
309		91	555.49	55.55	611.04
310		75	457.82	45.78	503.60
311		58	354.05	35.40	389.45
312		72	439.51	43.95	483.46
313		49	299.11	29.91	329.02
314		77	470.03	47.00	517.03
315		58	354.05	35.40	389.45
316		72	439.51	43.95	483.46
317		68	415.09	41.51	456.60
318		78	476.14	47.61	523.75
319		58	354.05	35.40	389.45
320		71	433.40	43.34	476.74
321		50	305.21	30.52	335.73
322		77	470.03	47.00	517.03
323		59	360.15	36.02	396.17
324		105	640.95	64.09	705.04
325		69	421.19	42.12	463.31
326		138	842.39	84.24	926.63
327		58	354.05	35.40	389.45
328		71	433.40	43.34	476.74
329		50	305.21	30.52	335.73
<b>TOTAL U/E</b>		<b>21,273</b>	<b>129,856.35</b>	<b>12,985.41</b>	<b>142,841.76</b>
			x 12	x 12	x 12
			<b>1,558,276.20</b>	<b>155,824.92</b>	<b>1,714,101.12</b>

**Exhibit "L"**  
**Deposit Protection Contract**



WESTMOUNT  
WEST

MASTER DEPOSIT PROTECTION CONTRACT (BRITISH COLUMBIA)

DEVELOPER: Lumina Eclipse Limited Partnership  
Lumina Eclipse GP Ltd.  
Beta View Homes Ltd.

POLICY NO.: 222365021

1. This Policy shall only become effective on the date that it is duly executed below by both the Developer and a signing officer of WESTMOUNT WEST SERVICES INC. as agent for AVIVA INSURANCE COMPANY OF CANADA (85%), and LIBERTY MUTUAL INSURANCE COMPANY (15%) (collectively, the "Surety") and delivered to the Trustee.

INSURED: Each of the unit purchasers in the Development, whose names are listed in the attached schedule or schedules, which may be amended or replaced from time to time by the Surety.

DEVELOPMENT: LUMINA ECLIPSE

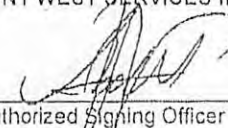
TRUSTEE: RICHARDS BUELL SUTTON LLP

2. In consideration of the Developer's undertaking to pay to the Surety, on behalf of the Insured, the premium for this Policy and subject to the terms and conditions hereof (including the Conditions set forth on the reverse hereof), the Surety hereby indemnifies the Insured in respect of a Deposit paid by the Insured to the Trustee, plus interest (if any) thereon, owing by the Developer to the Insured as a result of the Developer failing: (1) to ensure that the events required in section 18(3)(b)-(d) of the Act occur within the time established for that purpose in the Purchase Agreement; and (2) to return the Deposit, and interest (if applicable) to the Insured in accordance with the Purchase Agreement. All provided, the individual liabilities and obligations of each insurance company comprising the Surety under this Policy are several and not joint and each such insurance company shall only be liable to the Insured, on a proportionate basis, for its percentage as set out in Section 1 above.

All capitalized terms used herein shall have the definitions given to them on the reverse hereof.

In witness whereof the Surety and the Developer have duly executed this Policy on the 20th day of May, 2022.


AVIVA INSURANCE COMPANY OF CANADA,  
LIBERTY MUTUAL INSURANCE COMPANY,  
by their Agent,  
WESTMOUNT WEST SERVICES INC.

Per:   
Authorized Signing Officer

LUMINA ECLIPSE LIMITED PARTNERSHIP, by its  
general partner, LUMINA ECLIPSE GP LTD.

LUMINA ECLIPSE GP LTD.

Per:   
(Signature)

Per:   
(Signature)

I have the authority to bind the corporation

I have the authority to bind the corporation

BETA VIEW HOMES LTD.

Per:   
(Signature)

I have the authority to bind the corporation

## DEPOSIT INSURANCE POLICY (BRITISH COLUMBIA)

CONDITIONS**1. INTERPRETATION**

1.1 **Definitions** — In this Policy, unless the context otherwise requires, the following expressions shall have the following meanings:

- a) "Act" means the British Columbia Real Estate Development Marketing Act, S.B.C. 2003, c.41, as amended and supplemented from time to time, and any reference herein to any section or subsection thereof shall be deemed to be a reference to the section or subsection as at the time in question amended or supplemented or to the successor thereof if the same has been repealed;
- b) "Deposit" means all money received by the Trustee pursuant to section 18 of the Act from the Insured on account of the Purchase Agreement;
- c) "Developer" means the person named as such on the face hereof and includes his successors and permitted assigns;
- d) "Development" means the development described on the face hereof;
- e) "Insured" means each of those unit purchasers identified or referenced in any schedule(s) attached to this Policy, as may be amended or replaced from time to time by the Surety and includes his, her or their heirs, executors, administrators, other personal representatives, and successors;
- f) "Interest" means the interest, at the rate or rates set forth in the Purchase Agreement;
- g) "Policy" "hereto", "herein", "hereby" and similar expressions mean or refer to this policy and any endorsement or other instrument supplemental or ancillary hereto;
- h) "Purchase Agreement" means any agreement of purchase and sale between the Developer and the Insured with respect to a proposed dwelling unit in the Development, as amended and supplemented from time to time; and
- i) "Trustee" means the person named on the face hereof as such who receives the Deposit in respect of the Purchase Agreement and holds such Deposit in accordance with the provisions of the Act.

1.2 **Extended Meanings** — Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

1.3 **Headings** — The insertion of headings is for convenience of reference only and shall not effect the construction or interpretation of this Policy.

**2. TERM OF POLICY**

This Policy shall become effective on the date it is duly executed by the Developer and the Surety and delivered to the Trustee holding the Deposit for which the Policy is being provided as security and shall remain in full force and effect, subject to the provisions of paragraph 6 hereof.

It is expressly acknowledged and agreed that the execution of this Policy may be made or manifested by way of an electronic signature (as such term is defined in the *Electronic Transactions Act*, S.B.C. 2001, chapter 10, as amended), undertaken by or through a computer program or any other electronic means, as expressly provided or contemplated by (and in accordance with the provisions of) the *Electronic Transactions Act*, S.B.C. 2001, chapter 10, as amended.

Each of the parties hereto further acknowledges and agrees that this Policy may be executed via telefax transmission, scanned PDF or other electronic means (and the execution of a telefaxed version or scanned PDF version hereof by any or all of the parties hereto shall have the same force and effect as if same were originally executed), and that a photocopy or telefaxed copy or scanned PDF of this executed Policy may be relied upon by all of the parties hereto and the Insured to the same extent as if it were an original executed version addressed specifically to each of them.

**3. DEPOSITS**

It is acknowledged and agreed that this Policy shall extend and apply only to the portion of the Deposit released by the Trustee as shown in the schedule(s) hereto notwithstanding that the Deposit may exceed the amount shown in the schedule(s) hereto.

**4. CLAIMS**

4.1 **Notice of Default and Proof of Loss** — If the Deposit and Interest (if any) thereon shall become properly owing by the Developer to the Insured upon due termination of the Purchase Agreement and if the Developer shall fail to pay the same to the Insured in accordance with the terms of the

Purchase Agreement, then the Insured shall give prompt written notice thereof to the Surety referring to this Policy by number, identifying the Development and briefly describing the nature of the default by the Developer. The Surety, immediately upon receipt of such notice, shall furnish to the Insured forms upon which to make the proof of loss hereunder.

4.2 **Disputes Between Developer and Insured** — In the event of any dispute between the Developer and Insured as to the liability of the Developer to pay any Deposit herein mentioned and/or Interest (if any) thereon resulting in the withholding by the Developer of any payment on account of the Deposit or Interest (if any) thereon or resulting in the Developer claiming set-off or similar legal right, no claim by the Insured shall be paid hereunder unless and until such disputes shall have been finally resolved.

4.3 **Payment of Claims** — Subject to the provisions of paragraph 4.2, any claim by the Insured hereunder shall be paid by the Surety within sixty days after proof of loss has been submitted to and accepted by the Surety. Such proof of loss shall consist of such evidence as the Surety may reasonably require as to the payment of the Deposit by the Insured under the Purchase Agreement and the termination of the Purchase Agreement, as well as the failure of the Developer to pay the Deposit and Interest (if any) thereon to the Insured and the amount thereof in default.

**5. RIGHTS OF SUBROGATION**

Upon payment by the Surety of any claim hereunder, the Surety shall be subrogated to all rights of the Insured against the Developer for recovery thereof and the Insured shall execute and deliver such instruments and do such acts and things as may be necessary or desirable to give effect thereto.

**6. CESSATION OF LIABILITY**

The obligations and liability of the Surety under this Policy will cease and terminate upon the occurrence of any of the following events:

- (a) all of the events described in subsections 18(3) or (4) of the Act have occurred;
- (b) the Developer pays the Insured the amount insured by this Policy;
- (c) the payment by the Surety of the Deposit and Interest (if any) thereon due under any claim arising from any default by the Developer, written notice of which is given as required by paragraph 4.1;
- (d) the Insured acknowledges in writing that:
  - (i) he is not entitled to payment of the Deposit and Interest (if any) thereon; and
  - (ii) the Surety is no longer liable under this Policy; and
- (e) "a court of competent jurisdiction" makes a final determination that the Insured is not entitled to the return of the Deposit and applicable interest, if any, that is the subject of this Policy.

**7. NOTICES**

All notices required or permitted to be given hereunder to the Surety shall be sufficiently given if sent by prepaid ordinary mail or by email addressed to the address of Westmount West Services Inc. shown on the face of this Policy. All notices required or permitted to be given hereunder to the Insured shall be sufficiently given if sent by prepaid ordinary mail or by email addressed to such address as provided by the Insured to Westmount West Services Inc. Either party may designate such other address from time to time by notice in writing to the other. Every notice so mailed shall be conclusively deemed to have been received by the other party on the fifth (5th) business day following the date of posting (excepting only in the event that there shall be a postal interruption during such period, in which event only personal delivery or transmission by email shall be sufficient). Any notice which has been hand delivered or emailed shall be deemed to have been delivered on the date of the transmission, if completed prior to 4:00 pm PST on a business day, or otherwise, on the next following business day, and in the case of email, provided that the sender has not received a reply email indicating that an error in delivery occurred.