

**PROJECT FACILITY RULES**

**320 GRANVILLE**

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Reference Date: January 26, 2023

**PROJECT FACILITY RULES**

By the authority granted to it under the Project Facility Encumbrances, the Governing Facilitator hereby establishes the following rules and regulations (referred to herein as “**these rules**”) for the Project:

**NOTICE AND DISCLAIMER**

- (I) The rules set out herein form a part of the Project Facility Rules for 320 Granville and are current as of the reference date set out above.**
- (II) The Project Facility Rules include these rules and the Guidelines (whether or not such inclusion is expressly stated elsewhere in the Project Facility Rules). The Guidelines include the Alteration Guidelines and any general building operations manual containing guidance, information, requirements and restrictions relating to the operation of the Project to assist Project Users in becoming familiar with the Project components, operational policies and protocols (whether or not such inclusion is expressly stated elsewhere in the Project Facility Rules) and the Guidelines are, as of the reference date hereof, included in one or more separate documents.**
- (III) The Project Facility Rules (which includes the Guidelines) will be made available in accordance with the Project Facility Encumbrances.**
- (IV) Any one or more of the Project Facility Rules (which includes any one or more of any of the Guidelines and the rules set out herein) may be amended, supplemented or replaced by the Remainder Owner and/or the Governing Facilitator at any time and from time to time. The Governing Facilitator will give or cause to be given notice of any such amendment, supplementation or replacement to the Remainder Owner, Strata Corporation and owner of each Strata Lot in accordance with the Project Facility Encumbrances.**
- (V) Project Users are responsible for keeping up-to-date with any changes to these Project Facility Rules (including the Guidelines) from time to time in respect of which notice has been given by the Governing Facilitator in accordance with the Project Facility Encumbrances.**
- (VI) The imposition of Project Facility Rules (including, without limitation, the imposition of any of the Guidelines) will not create or imply any obligation of the Remainder Owner, Governing Facilitator or any other Person to enforce any of the Project Facility Rules (or any of the Guidelines) or create any liability of the Remainder Owner, Governing Facilitator or any other Person for their non-enforcement.**
- (VII) The Project Facility Rules (including the Guidelines), as from time to time amended, supplemented or replaced, are not necessarily of uniform application, may be waived in whole or in part in respect of certain owners, tenants and/or occupants of the Project and/or certain other Project Users without affecting their enforceability with respect to any other owners, tenants or occupants of the Project or any other Project Users, and may be waived in whole or in part with respect to certain portion(s) of the Project without waiving them as to future application to such portion(s) of the Project or as to application to any other portion(s) of the Project.**

1. **DEFINED TERMS**

The following terms have the following meanings in the Project Facility Rules (including in the foregoing Notice and Disclaimer respecting the Project Facility Rules):

- (a) **“Alteration Guidelines”** means:
- (i) in respect of any Strata Lot, the Alteration Guidelines Strata Floors;
  - (ii) in respect of the Common Property, the Alterations Guidelines Strata Floors; and
  - (iii) in respect of any Remainder Rental Unit or any portion of the Retail Area, the Tenant Design and Construction Guidelines – Remainder Floors.

A copy of the Alteration Guidelines, current as of the reference date set out above, is included in Schedule B attached to the Project Facility Encumbrances.

- (b) **“Alteration Guidelines Strata Floors”** means a package (sometimes commonly referred to as Tenant Design and Construction Guidelines) prepared by the Remainder Owner and/or the Governing Facilitator which:
- (i) provides direction on Works (which includes any tenant improvements) to be performed to or in respect of the shell commercial office space within the Strata Property and includes, without limitation, a list of base building consultants, design build contractors and various other contractors that may be engaged by any Strata Lot Owner or any tenant, licensee or other occupant of a Strata Lot in connection with any Works performed to or in respect of any Strata Lot;
  - (ii) is intended to assist Strata Lot Owners and any tenant, licensee or other occupant of a Strata Lot through the steps required to prepare Plans and Specifications for approval by the Governing Facilitator and/or the Remainder Owner;
  - (iii) provides additional information relating to the construction procedure in respect of any Works to be performed to or in respect of a Strata Lot through to final occupancy; and
  - (iv) contains design and construction guidelines and other requirements, information and restrictions (including, without limitation, the requirement to engage contractors approved by the Governing Facilitator and/or the Remainder Owner for carrying out any Works) required to be complied with by the Strata Corporation in carrying out and any Works performed to or in respect of any portions of the Common Property that constitute elevator vestibules or common corridors, or by any Strata Lot Owner or any tenant, licensee or other occupant of a Strata Lot in carrying out any Works performed to or in respect of any Strata Lot, as the case may be,

as the same may be amended, supplemented or replaced from time to time.

- (c) **“Amenities”** means, collectively, all those portions of the Remainder which are:

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- (i) End of Trip Facilities: the facilities designated for, or by their nature intended to be used for, end of trip purposes and which include: (A) the bicycle storage room (containing bike cages for the storage of bicycles), locker room (containing lockers for the storage of bicyclist clothing), showers and washrooms and accessible showers and washrooms, and related elevator lobby and corridors, all located on Level P1 of the Parking Facility; and (B) the bicycle maintenance station, bicycle elevator lobby and bicycle storage room, all located on Level 1 of the Tower, all for the shared use of the Strata Users and the Remainder Rental Users and their permitted Invitees;
  - (ii) Lounge Amenity: the facilities located on Level 28 of the Tower and designated for use as, or by their nature intended to be used as, a lounge area, and which include two boardrooms, reception area, lounge, food service area and servery, together with the related washrooms, all for the benefit of the Strata Users and the Remainder Rental Users and their permitted Invitees;
  - (iii) Fitness Amenity: the facilities located on Level 2 of the Tower and designated for use as, or by their nature intended to be used for, a fitness centre and which include the reception area, fitness studio, treatment room, consult room, showers and washrooms and accessible washroom and locker room, all for the shared use of the Strata Users and the Remainder Rental Users and their permitted Invitees; and
  - (iv) Roof Deck Amenity: the facilities located on the deck on top of level 30 of the Tower which are designated on the Project plans as the entryway, lounge, servery, firepit, barbeque and washroom, all for the shared use of Strata Users and the Remainder Rental Users and their permitted Invitees.
- (d) **“Amenities Reservation Calendar”** has the meaning set out in rule 16.3(d).
- (e) **“ASP Agreement”** means the agreement entered into among Granco Holdings Ltd., as the then registered owner of the Remainder, Granco Holdings Ltd., as the then registered owner of the air space parcel from which the Strata Property was or will be created, and the City of Vancouver, which includes air space parcel reciprocal easements for support, access, service systems, amenities, parking and other uses, a Section 219 covenant, a statutory right of way and a cost sharing agreement, and which is registered in the Land Title Office against title to the Remainder, each of the Strata Lots and the Common Property under Instrument Nos CB447875 to CB447886 (inclusive), as the same may be amended, supplemented or replaced from time to time.
- (f) **“Booking Party”** has the meaning set out in rule 16.2.
- (g) **“Building Manager”** means the individual or entity, if any, selected and employed by the Remainder Owner and/or the Governing Facilitator to perform, for, on behalf of, and under the supervision of, the Remainder Owner and/or the Governing Facilitator, certain day to day “on the ground” functions of the Remainder Owner and/or the Governing Facilitator in respect of the Project, as determined by the Governing Facilitator and the Remainder Owner in their discretion.

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- (h) **“Business Day”** means a day that is not Easter Monday, Boxing Day, National Day for Truth and Reconciliation, a Saturday, Sunday or a day observed as a bank holiday or a statutory holiday in the Province of British Columbia.
- (i) **“Claims”** means, collectively, all claims, damages (including indirect or consequential damages), bodily injuries (including death), losses (including economic loss and loss of use), costs (including legal costs on a full indemnity basis and fees and disbursements of other professional advisors), expenses, actions, causes of action, proceedings, suits, judgments, demands, fines, builders liens, penalties and liabilities, and **“Claim”** means any one of the foregoing.
- (j) **“Common Property”** means the common property within Strata Plan EPS8733.
- (k) **“Concierge”** means the concierge and reception areas for the Project as established, from time to time, in the lobbies on Levels 1 and 2 of the Project and the individuals working at or managing such concierge and reception areas.
- (l) **“Construction”** means all alterations, construction, installations, alterations, renovations, removals, replacements, demolitions, excavations, enlargements, placements, extensions, reconstructions, relocations, removals, removals or major repairs or maintenance of any kind and all activities or other work incidental or relating thereto.
- (m) **“EV Charger”** means an installed electric vehicle charging station that serves an EV Parking Stall exclusively.
- (n) **“EV Charger Costs”** means, collectively, all costs, fees and other charges associated with the use, operation, maintenance and management of each EV Charger installed in the Parking Facility including, without limitation, costs for all electricity consumed at such EV Charger and costs, fees and other charges for support, monitoring, determining electricity consumption, management, administration, control, servicing, maintenance, repair, replacement, billing, collection, reporting, activation, deactivation and re-activation services provided in respect of such EV Charger.
- (o) **“EV Charger Service Provider”** means any third party (if any) engaged by the Remainder Owner to supply for and on behalf of the Remainder Owner some or all services associated with the EV Chargers including, without limitation, monitoring, operation, management and/or other services.
- (p) **“EV Parking Stalls”** means, collectively, all those Parking Stalls which are equipped with an installed EV Charger which serves such EV Parking Stall exclusively and **“EV Parking Stall”** means any one of them.
- (q) **“EV Users”** means, collectively, all of the following:
  - (i) any owner of a Strata Lot or other Person which is the assignee of the right to exclusive use of any Parking Stall that is, or has been upgraded to, an EV Parking Stall; and
  - (ii) any Remainder Rental User, Retail User or any other Person which, by a Licence, has been granted exclusive use of a Parking Stall that is, or has been upgraded to, an EV Parking Stall,

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- (iii) and “**EV User**” means any one of them.
- (r) “**Governing Facilitator**” means Bosa Waterfront Facilities Ltd., being the entity that holds the benefit of the rights, covenants and encumbrances granted under the Project Facility Encumbrances.
- (s) “**Guidelines**” means the guidelines, instruction manuals and operation manuals, if any, established by the Governing Facilitator and/or the Remainder Owner in connection with the Project Administration, including, without limitation (whether or not such inclusion is expressly stated elsewhere herein), the Alteration Guidelines and any general building operations manual containing guidance, information, requirements and restrictions relating to the operation of the Project to assist the Project owners and Project Users in becoming familiar with the Project components, operational policies and protocols, including guidance in respect of reservation and use of the Amenities, use of the Parking Facility and fire and safety protocols, as the same may be amended, supplemented or replaced from time to time. The Project Facility Rules include, without limitation and for clarity, all of the Guidelines, which Guidelines may, in the discretion of the Remainder Owner and/or the Governing Facilitator, be contained in one or more separate documents or included within a single document comprising all Project Facility Rules. For greater certainty, a copy of the Alteration Guidelines, current as of the reference date of these rules, is included in Schedule B attached to the Project Facility Encumbrances.
- (t) “**Improvements**” means, collectively, all improvements, equipment, works, systems and structures within the Remainder and Strata Property, including, without limitation, all Service Systems and Support Structures (as each such term is defined in the ASP Agreement).
- (u) “**Indemnified Parties**” has the meaning set out in rule 3(b).
- (v) “**Indemnifiers**” has the meaning set out in rule 3(b).
- (w) “**Invitees**” means, collectively, for each Strata User, Remainder Rental User and Retail User, each of the Strata Corporation and Remainder Owner, as applicable, the visitors, guests, agents, employees, representatives, contractors, subcontractors customers, clients, and other invitees of that Strata User, that Remainder Rental User, that Retail User, the Strata Corporation or the Remainder Owner, respectively, and any other Persons for whom that Strata User, that Remainder Rental User, that Retail User, the Strata Corporation or the Remainder Owner, respectively, is in law responsible, except, with respect to the Remainder Owner, its Invitees do not include the Remainder Rental Users or any Invitees of the Remainder Rental Users or the Retail Users or any Invitees of the Retail Users.
- (x) “**LEED**” means Leadership in Energy and Environmental Design, a green building certification system and an international symbol of sustainability excellence and green building leadership.
- (y) “**Licence**” means a licence or other written agreement made between the Parking Tenant or the Remainder Owner, as licensor, and any Licensee, whereby the Licensee is granted exclusive use of one or more Parking Stalls on the terms and conditions therein set out.

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- (z) “**Licensee**” means any tenant, subtenant, licensee, sublicensee or other long-term occupant of a Remainder Rental Unit or all or any part of the Retail Area or any other Person which is granted exclusive use of one or more Parking Stalls pursuant to a Licence.
- (aa) “**Parking Facility**” means, collectively, all underground portions of the Remainder located on Levels P1 through P8, inclusive, of the Tower, including, all Parking Stalls (including the EV Parking Stalls), loading bays, driveways and any other designated parking or vehicle use areas located on the ground level of the Remainder (but, for greater certainty, excluding any EV Chargers installed within the Parking Facility and purchased by or on behalf of, and paid for by, any registered Strata Lot Owner).
- (bb) “**Parking Lease**” means a lease of all parking stalls and all drive aisles within the Parking Facility, granted or hereafter granted by Bosa Development (320 Granville) Ltd. to Bosa Parking Tenant Ltd., a copy of which is attached as Schedule C to the Project Facility Encumbrances, as the same may be amended, supplemented or replaced from time to time.
- (cc) “**Parking Stalls**” means, collectively, all of the parking stalls located within the Parking Facility and covered by the Parking Lease.
- (dd) “**Parking Tenant**” means Bosa Parking Tenant Ltd., in its capacity as tenant under the Parking Lease, and its successors and assigns (which may be related to the Remainder Owner and/or the Governing Facilitator) from time to time.
- (ee) “**Person**” includes any individual, partnership, trustee, trust, unincorporated association, corporation, firm, body corporate, joint venture association or syndicate.
- (ff) “**Plans and Specifications**” means the proposed plans and specifications for any Works proposed to be carried out to or in respect of any portions of the Common Property comprising elevator vestibules or common corridors, any Strata Lot, any Remainder Rental Unit or any portion of the Retail Area, as the same may be updated from time to time.
- (gg) “**Prime Rate**” means that variable annual rate of interest quoted by the main branch of Royal Bank of Canada, Vancouver, British Columbia, from time to time as the rate of interest used by it as a reference rate for setting rates of interest on Canadian dollar commercial loans in Canada repayable on demand and commonly referred to by such 0Bank as its “prime rate”.
- (hh) “**Project**” means the AAA, first class commercial office development located at 320 Granville Street in Vancouver, British Columbia partly within the Remainder and partly within the Strata Property and comprising the Tower and all Improvements therein, including, without limitation, the Strata Lots, the Remainder Rental Units, the Retail Area, the Parking Facility and other Shared Use Areas and Systems.
- (ii) “**Project Administration**” means the means the administration, oversight and control of the operation, insuring, securing, inspection, construction, alteration, installation, maintenance, repair, replacement, cleaning and painting of the Project, and any portion thereof.

- (jj) **“Project Facility Encumbrances”** means the agreement made among the Governing Facilitator, the Strata Corporation, Granco Holdings Ltd. (in its capacity as then registered owner of each of the Strata Lots) and Granco Holdings Ltd. (in its capacity as registered owner of the Remainder), which includes Section 219 covenants and statutory rights of way in favour of the Governing Facilitator and which is or will be registered in the Land Title Office against title to the Remainder, each of the Strata Lots and the Common Property, as the same may be amended, supplemented or replaced from time to time.
- (kk) **“Project Facility Representatives”** means, collectively, the employees, officers, directors, agents, representatives, consultants and contractors of each of the Governing Facilitator and the Remainder Owner and any other Persons (including, without limitation, the Remainder Owner, Governing Facilitator, any Building Manager (if any) and any Concierge (if any) hired by the Governing Facilitator and/or the Remainder Owner) to whom the Governing Facilitator may at any time and from time to time delegate any of its rights, power and/or authority, and/or to whom the Remainder Owner may at any time and from time to time delegate any of its rights, authority, functions and/or obligations, in respect of the Project, and any Persons to whom any such delegate delegates any such rights, power, authority, functions and/or obligations, if and as applicable, as it considers necessary and appropriate for the purpose of carrying out and/or exercising any of the rights, power, authority, functions and/or obligations delegated to it. For clarity, any reference in the Project Facility Rules or in any other Project Requirement to the Remainder Owner or Governing Facilitator will include a reference to such Project Facility Representatives as may be designated by the Remainder Owner or the Governing Facilitator, as the case may be, or by any delegate thereof for the purposes set out in the relevant rule or other Project Requirement.
- (ll) **“Project Facility Rules”** means, collectively, these rules and any other rules and regulations established by the Governing Facilitator and/or the Remainder Owner pursuant to the Project Facility Encumbrances, the ASP Agreement or otherwise, which relate to the Project Administration and which the Remainder Owner and/or the Governing Facilitator in its or their reasonable judgment deem appropriate in order to facilitate and promote the safe, secure, professional and efficient functioning of the Project at all times as a cohesive whole, to preserve the structural integrity of the Project and the reputation, appearance and standard of the Project as an AAA first class commercial office building, to promote good order therein, and otherwise to facilitate and promote the Project Administration in accordance with the Project Purpose and Standard, including, without limitation, rules and regulations governing access to and use of the Shared Use Areas and Systems within the Project, as the same may be amended, supplemented or replaced from time to time. The Project Facility Rules include, without limitation and for clarity, all the Guidelines (whether or not such inclusion is expressly stated elsewhere herein), which Guidelines may, in the discretion of the Remainder Owner and/or the Governing Facilitator, be contained in one or more separate documents or included within a single document comprising all Project Facility Rules. A copy of the Project Facility Rules, current as of the reference date of these rules first set out above, is attached as Schedule B to the Project Facility Encumbrances;
- (mm) **“Project Purpose and Standard”** means the safe, efficient, professional and cohesive operation and maintenance of the Project in accordance with the Project Facility Encumbrances and the Project Facility Rules:

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- (i) as a unified AAA, first-class commercial office building in the City of Vancouver with a consistent and high-quality aesthetic and overall functioning comparable to other AAA, first-class office buildings in the City of Vancouver;
  - (ii) in compliance with all leadership in energy and environmental design (or “LEED”) standards applicable to the Project; and
  - (iii) in a manner necessary to ensure the structural integrity of the Project and all components thereof.
- (nn) **“Project Requirements”** means, collectively, the Project Facility Rules (which, for certainty, includes, without limitation, the Guidelines), the Project Facility Encumbrances and any directives of the Remainder Owner, Governing Facilitator, Building Manager and other Project Facility Representatives made pursuant to or otherwise in connection with the Project Facility Rules and/or the Project Facility Encumbrances and **“Project Requirement”** means any one of the foregoing.
- (oo) **“Project Users”** mean, collectively, the Strata Corporation, the Strata Users, the Remainder Rental Users and the Retail Users and the respective Invitees of each of the foregoing and all other users of all or any portion of the Project as may be permitted by the Remainder Owner, the Governing Facilitator, the Building Manager and/or the other Project Facility Representatives from time to time.
- (pp) **“Project Website”** means the website established by the Remainder Owner and/or the Governing Facilitator for the Project from time to time and on which the Remainder Owner and/or the Governing Facilitator may publish some or all of the Project Facility Rules (which includes, without limitation, these rules and the Guidelines) and/or any amendments, supplements or replacements thereof from time to time and other information relating to the Project, including forms and other documents referenced in the Project Facility Rules including forms of lease.
- (qq) **“Remainder”** means the lands and premises legally described as PID: 030-132-649, Lot A Block 14 District Lot 541 Group 1 New Westminster District Plan EPP69136 except part in Air Space Plan EPP76375.
- (rr) **“Remainder Owner”** means, as applicable, Granco Holdings Ltd. and/or Bosa Development (320 Granville) Ltd. and their respective successors and assigns.
- (ss) **“Remainder Rental Units”** means, collectively, those units or any other areas within the Remainder that are designated for rental use for commercial office purposes by the Remainder Owner or are leased by the Remainder Owner as part of a lease of office space, in each case from time to time and **“Remainder Rental Unit”** means any one of them.
- (tt) **“Remainder Rental User”** means any tenant, subtenant, licensee, sublicensee or other occupant of a Remainder Rental Unit.
- (uu) **“representative of the Remainder”** means any one of the Concierge, the Governing Facilitator, a Governing Facilitator Representative or any other Person duly authorized by the Remainder Owner to act on behalf of the Remainder Owner.

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- (vv) **“Retail Area”** means the rental area within the Remainder which is available for exclusive use of the Remainder Owner for retail purposes as may be determined by the Remainder Owner in its sole and absolute discretion.
- (ww) **“Retail User”** means any tenant, subtenant, licensee, sublicensee or other long-term occupant of all or any portion of the Retail Area.
- (xx) **“Shared Use Areas and Systems”** has the meaning given to such term in the ASP Agreement and includes, without limiting the foregoing and for greater certainty, the Amenities and the following facilities within the Project: the Main Lobby Area, Loading Areas, Garbage Room, Mail Room; Parking Facility, Pedestrian Access Routes, Vehicular Access Routes, Fire Protection Equipment and Life Safety Systems, Cross-Over Areas, Lounge Amenity Access Area, Support Structures, Service Systems and Service Rooms (as each such term is defined in the ASP Agreement).
- (yy) **“Strata Corporation”** means The Owners, Strata Plan EPS8733.
- (zz) **“Strata Lot Owner”** means, in respect of any particular Strata Lot, the registered owner thereof and all such owner’s successors in title to such Strata Lot and assigns and **“Strata Lot Owners”** means all of them (being the registered owners of all 140 Strata Lots and all such owners’ successors in title to, and assigns in respect of, each of the 140 Strata Lots, respectively).
- (aaa) **“Strata Lots”** means commercial strata lots 1 to 140 within Strata Plan EPS8733.
- (bbb) **“Strata Property”** means the Strata Lots and the Common Property.
- (ccc) **“Strata User”** means any owner, tenant, subtenant, licensee, sublicensee or other long-term occupant of a Strata Lot.
- (ddd) **“Tenant Design and Construction Guidelines – Remainder Floors”** means a package prepared by the Remainder Owner and/or the Governing Facilitator which:
  - (i) provides direction on Works (which includes any tenant improvements) to be performed to or in respect of shell commercial office space and/or other commercial space within the Remainder and includes, without limitation, a list of base building consultants, design build contractors and various other contractors that may be engaged by any tenant, licensee or other occupant of a Remainder Rental Unit and/or any Retail User in connection with any Works performed to or in respect of any Remainder Rental Unit and/or any portion of the Retail Area, as the case may be;
  - (ii) is intended to assist any tenant, licensee or other occupant of a Remainder Rental Unit and/or any Retail User through the steps required to prepare Plans and Specifications for approval by the Governing Facilitator and/or the Remainder Owner;
  - (iii) provides additional information relating to the construction procedure in respect of any Works performed to or in respect of a Remainder Rental Unit and/or any portion of the Retail Area, through to final occupancy; and

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- (iv) contains design and construction guidelines and other requirements, information and restrictions (including, without limitation, the requirement to engage contractors approved by the Governing Facilitator and/or the Remainder Owner for carrying out any Works) required to be complied with by any tenant, licensee or other occupant of a Remainder Rental Unit and/or any Retail User in carrying out any Works performed to or in respect of any Remainder Rental Unit and/or any portion of the Retail Area, as the case may be,

as the case may be, as the same may be amended, supplemented or replaced from time to time.

- (eee) **“Tower”** means the 30-storey plus roof deck high-rise building known as “320 Granville” constructed atop an 8-level underground Parking Facility and located at 320 Granville Street in Vancouver, British Columbia, partly within the Remainder and partly within the Strata Property.
- (fff) **“Utilities”** means, collectively, electricity and any other utility or service supplied to or for the benefit of, or consumed at or within, a Strata Lot including, without limitation, gas, waster / recycling services and water and **“Utility”** means any one of them.
- (ggg) **“Utilities Costs”** means, in respect of any particular Strata Lot, all costs, fees and other charges (including, without limitation, hookup, connection and disconnection costs, fees and charges and administration fees) plus applicable taxes thereon, associated with the supply of any Utilities to or for the benefit of, or consumed at or within, such Strata Lot.
- (hhh) **“Works”** means any alterations, additions, installations, removals, replacements, renovations, refurbishments, modifications, enlargements, demolition, non-routine repairs, non-routine maintenance and any other similar works performed to or in respect of the Strata Property or the Remainder or any portion of either including, without limitation, any Strata Lot, Remainder Rental Unit, all or any portion of the Retail Area, or any component thereof or any improvements, equipment, systems or structures therein.

## 2. INTERPRETATION

In the Project Facility Rules (which includes these rules), except as otherwise provided, or unless the context otherwise requires:

- (a) the words “these rules” refer to these rules and the word “rule” refers to any single one of the Project Facility Rules;
- (b) the words “herein” and “hereunder” and other words of similar import refer to the Project Facility Rules as a whole and not to any particular provision of the Project Facility Rules;
- (c) headings inserted in these rules are for convenience only and are not intended to interpret, define or limit the scope, extent or intent of the Project Facility Rules or any provision hereof;
- (d) words like “including”, “specifically” or “particularly” or words of similar import when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters following such word or to similar items or matters, whether or not non limiting language (such as “without

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limitation” or other words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;

- (e) any reference to a statute includes amendments thereto, regulations made pursuant thereto, and to any statute or regulation that supplements, supersedes or replaces same;
- (f) words importing one gender include all other genders and words in the singular include the plural, and, in each case, vice versa;
- (g) where any date set out in the Project Facility Rules by which or on which some act, matter, event or thing is to occur falls on a date which is not a Business Day, then such date shall be changed to the next following Business Day; and
- (h) any Schedules attached to the Project Facility Rules (which includes these rules) are incorporated into and constitute an integral part of the Project Facility Rules.

### 3. GENERAL

- (a) Each of the Project Users will at all times comply with all of the Project Requirements. Strata Users, Remainder Rental Users, Retail Users, the Strata Corporation and the Remainder Owner will each be responsible for causing their respective Invitees to comply with Project Requirements and may be liable for fines and other penalties if any of their respective Invitees fail to comply. Without limiting the generality of the foregoing and any other Project Facility Rules or anything contained in the Project Facility Encumbrances, and for greater certainty:
  - (i) each of the Remainder Rental Users and their respective Invitees, and each of the Retail Users and their respective Invitees, are and will be deemed to be bound by each of the covenants and agreements of the Remainder Owner contained in the Project Facility Encumbrances and by the Project Facility Rules, and each of the Remainder Rental Users and each of the Retail Users will:
    - A. comply with each of covenants and agreements of the Remainder Owner (*mutatis mutandis*) contained in the Project Facility Encumbrances, and with each of the Project Facility Rules applicable to the Remainder Rental Users and Retail Users, respectively; and
    - B. cause their respective Invitees to comply with each of the covenants and agreements of the Remainder Owner (*mutatis mutandis*) contained in the Project Facility Encumbrances, and with each of the Project Facility Rules applicable to their respective Invitees;
  - (ii) each of the Strata Users and their respective Invitees are and will be deemed to be bound by each of the covenants and agreements of the Strata Lot Owners contained in the Project Facility Encumbrances and by the Project Facility Rules, and each of the Strata Users will:
    - A. comply with each of covenants and agreements of the Strata Lot Owners (*mutatis mutandis*) contained in the Project Facility Encumbrances, and with each of the Project Facility Rules applicable to the Strata Users; and

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- B. cause their respective Invitees to comply with each of the covenants and agreements of the Strata Lot Owners (*mutatis mutandis*) contained in the Project Facility Encumbrances, and with each of the Project Facility Rules applicable to their respective Invitees; and
- (iii) each of the Strata Lot Owners will include in any lease or licence of all or any part of any Strata Lot owned by it, a covenant and agreement of the tenant or licensee, as the case may be, that it will comply with all covenants and agreements of such Strata Lot Owner (*mutatis mutandis*) contained in the Project Facility Encumbrances and each of the Project Facility Rules applicable to such tenant or licensee, as applicable.
- (b) Each of the Strata Users, each of the Remainder Rental Users, each of the Retail Users and the Strata Corporation (each of the foregoing, individually, an “**Indemnifier**” and collectively, the “**Indemnifiers**”) hereby severally releases and severally agrees to indemnify and save harmless the Remainder Owner, the Governing Facilitator and all Project Facility Representatives and their respective directors, officers, shareholders, employees, contractors, subcontractors, agents, representatives, consultants, invitees, successors and assigns and all others for whom the Remainder Owner, the Governing Facilitator and each of the Project Facility Representatives, respectively, is responsible in law (collectively, the “**Indemnified Parties**” and individually, an “**Indemnified Party**”) from and against any and all damages, losses, costs, expenses, actions, causes of action, demands, harms and liabilities of every nature and kind and all other Claims suffered, incurred, or experienced by any Person including, without limitation, any of the Indemnified Parties and any of the Indemnifiers in connection with, arising directly or indirectly out of, or that would not have been incurred but for, any violation by such Indemnifier or by any of its respective Invitees of any of the Project Facility Rules or any of the other Project Requirements or any action or inaction by such Indemnifier or by any of its respective Invitees that threatens the safety or integrity of the Project or that is inconsistent with the Project Purpose and Standard;
- (c) The Remainder Owner and/or Governing Facilitator may update, amend, supplement or replace the Project Facility Rules (which includes these rules) from time to time upon the Governing Facilitator giving or causing to be given written notice of such updates, amendments, supplements or replacements, as the case may be, to the Strata Corporation, Remainder Owner and each of the Strata Lot Owners in accordance with the Project Facility Encumbrances. Immediately after the Remainder Owner, the Strata Corporation and each of the Strata Lot Owners has received any notice of any such amendment, supplementation or replacement:
- (i) the Strata Corporation will be solely responsible for ensuring that all such amendments, replacements and supplements are communicated to its Invitees;
- (ii) each Strata Lot Owner will be solely responsible for ensuring that all such amendments, replacements and supplements are communicated to its Invitees and to its Strata Users and their respective Invitees;
- (iii) the Remainder Owner will be solely responsible for ensuring that all such amendments, replacements and supplements are communicated to any tenants, licensees and other long-term occupants (other than sublicensees and subtenants) of the Remainder Rental Units and the Retail Area; and

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- (iv) Remainder Rental Users and Retail Users will be solely responsible for ensuring that all such amendments, replacements and supplements are communicated to their respective Invitees.

Such communication, in each such case, must (subject to the immediately following paragraph of this rule 3(c)) be given by written notice together with a complete copy of the Project Facility Rules or a complete copy of the applicable amendment, modification, supplement or replacement thereof, as applicable, in accordance with the provisions respecting the giving of such notices contained in the Project Facility Encumbrances, provided however, that any notice of such amendment, supplementation or replacement of the Project Facility Rules (or any Guidelines forming a part of the rules) need not include a copy of the full set of rules (and Guidelines), provided that reasonable notice of the particular addition, amendment, replacement and/or deletion (as applicable), in its entirety, is provided.

Notwithstanding anything to the contrary contained in this rule 3(c), if any particular amendment, modification, supplement or replacement of the Project Facility Rules, or any one or more of them, as the case may be, is made after the reference date of these rules, and such amendment, modification, supplement or replacement is published by or on behalf of the Governing Facilitator on the Project Website, then, at the time of such online publication, notice of such amendment, modification, supplement or replacement will, for all purposes, be deemed to have been automatically given concurrently to the Remainder Owner and its Invitees, each of the Strata Users and their respective Invitees, the Strata Corporation and its Invitees, the Remainder Rental Users and their respective Invitees and the Retail Users and their respective Invitees.

- (d) subject to rule 3(f), the Governing Facilitator and/or the Remainder Owner may delegate to any one or more Project Facility Representatives (including, without limitation, and for clarity the Remainder Owner and the Governing Facilitator) any of its rights, powers and/or authority and, in the case of the Remainder Owner, its obligations, with respect to the Project Administration under the Project Facility Rules and/or any other agreement or instrument (including, without limitation and for greater certainty, the right, power and authority of the Governing Facilitator and/or the Remainder Owner to enforce and oversee compliance with the rules). Without limiting the generality of the foregoing, the Remainder Owner and/or the Governing Facilitator may direct the Building Manager or any other Project Facility Representative to grant any of the approvals, consents or other communications to be provided by the Remainder Owner and/or the Governing Facilitator under the Project Facility Rules or the Project Facility Encumbrances. Project Users will correspond and otherwise deal with the Building Manager and other Project Facility Representatives as directed;
- (e) subject to Section rule 3(f)(ii), each Project Facility Representative may, at any time and from time to time, further delegate to any Person or Persons any of the respective rights, power and/or authority and/or obligations, if and as applicable, delegated to it, all as it considers necessary and appropriate for the purpose of exercising any of the rights, power and/or authority and/or obligations, as the case may be, delegated to it in accordance with rule 3(d)
- (f) notwithstanding rule 3(d) or rule 3(e):

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- (i) the rights, power and authority of the Governing Facilitator to establish, amend, supplement and replace the Project Facility Rules may not be delegated except with the prior written consent of the Remainder Owner; and
  - (ii) the rights, power and authority of the Governing Facilitator, the Remainder Owner and each of the Project Facility Representatives to enforce the Project Facility Rules may not be delegated by the Project Representatives to any other Person(s) except with the prior written consent of the Remainder Owner.
- (g) Project Facility Representatives will not be requested or required to perform any Construction or other activities outside their regular duties except upon specific instructions or directions from the Remainder Owner or the Governing Facilitator or any other designated Project Facility Representative with the requisite authority, and Project Users will not ask any Project Facility Representative to carry out any work or activities for the Project User or otherwise in violation of this rule 3(g). If a Project User requires assistance, it must apply to or as directed by the Remainder Owner, the Governing Facilitator or a designated Project Facility Representative in accordance with the Project Facility Rules.
- (h) The Remainder Owner and the Governing Facilitator will not be liable to any Project User for any relocation costs, costs resulting from hardship, professional fees and disbursements, opportunity costs, economic loss or any other losses, damages or costs whatsoever incurred by any Person, directly or indirectly, as a result of any restrictions on access to or use of all or any portion of the Project including all or any of the Shared Use Areas and Systems.

#### 4. FINES AND OTHER PENALTIES

- (a) The Strata Corporation, Strata Users, Remainder Rental Users and Retail Users, or any one or more of any of them, may be liable for the following fines if they or any of them or any of their respective Invitees violate any of the Project Requirements:
- (i) warning letter, for a first violation, unless such violation threatens the safety and integrity of the Project or the health and safety of any of the Project Users, as determined by the Governing Facilitator in its discretion;
  - (ii) \$200 for a second violation or if a violation is ongoing and not resolved within thirty (30) days after one warning;
  - (iii) \$500 for a third violation or if a violation is ongoing and not resolved within thirty (30) days after two warnings; and
  - (iv) \$1000, for each subsequent violation or if a violation is ongoing and not resolved within thirty (30) days after three warnings;
  - (v) \$1000 for any violation that threatens the safety and integrity of the Project or the health and safety of any of the Project Users, as determined by the Remainder Owner or the Governing Facilitator in its discretion.
  - (vi) Fines will be payable to the Remainder Owner or as directed by the Remainder Owner.

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- (b) In addition to charging a fine, the Remainder Owner, the Governing Facilitator and any Project Facility Representative may suspend the right to access and use any one or more of the Amenities of any Project User who violates any of the Project Requirements or who threatens, endangers or harms the safety, integrity, standard, aesthetic or professional environment of the Project or any Strata User, Remainder Rental User whose Invitee or Invitees violate any of the Project Requirements or threaten, endanger or harm the safety, integrity, standard, aesthetic or professional environment of the Project. The Remainder Owner and the Governing Facilitator may change RF transmitter, fob and/or app authorization access to all or portions of the Project or take other measures as necessary to give effect to such prohibitions. The Remainder Owner, the Governing Facilitator and any Project Facility Representative may suspend the right to access and use in accordance with this rule 4(b) for any violation regardless of whether it is a first or subsequent violation and regardless of whether any fine is also imposed. Any suspension of the right to access and use all or any portion of any Amenity will be for such duration as is necessary to act as a deterrent in the opinion of the Remainder Owner, the Governing Facilitator and any Project Facility Representative, as applicable, acting reasonably, and no Project User will have any Claims against the Remainder Owner, Governing Facilitator or any Project Facility Representatives arising directly or indirectly out of any such suspension.
- (c) In addition to the right to suspend access and use under rule 4(b), the Remainder Owner and the Governing Facilitator may impose multiple fines and/or suspend the right to access and use in accordance with rule 4(b) if a particular violation is ongoing or repeated.
- (d) The Remainder Owner and the Governing Facilitator are not responsible or liable in any way to any Project Users (including, but without limitation, the Strata Users, the Remainder Rental Users, the Retail Users and the Strata Corporation) or any Invitees of any Project Users for any losses suffered by them as a result of any fines or access/use prohibitions or suspensions imposed by the Remainder Owner and/or the Governing Facilitator in accordance with rules 4(a), 4(b) and/or 4(c).
- (e) The Project Users will be responsible for complying and familiarizing themselves with, and, for greater certainty, the Strata Corporation, Strata Users, Retail Users and Remainder Rental Users will be responsible for causing their respective Invitees to comply with and familiarize themselves with, all current requirements, restrictions, processes and procedures set out in the Guidelines applicable to the Project from time to time. Without limiting the generality of the foregoing, the Guidelines may change from time to time as required or desired by the Remainder Owner, the Governing Facilitator and the Building Manager for the proper, efficient, effective, professional and cohesive function of the Project in accordance with the Project Purpose and Standard and Project Users will be responsible for ensuring they are following the latest Guidelines. Notwithstanding the foregoing, the Remainder Owner, the Governing Facilitator or a Project Facility Representative will provide notice of all Project Facility Rules (which includes the Guidelines) and all changes thereto to the Strata Corporation, Remainder Owner and each of the Strata Lot Owners by email, prepaid registered mail, publishing the same on the Project Website, or by posting the same on the exterior of the Common Property and within any common area within the Remainder, as more particularly set out in the Project Facility Encumbrances. In turn, each of the Remainder Owner, Strata Corporation, each of the Strata Lot Owners, the Remainder Rental Users and the Retail Users must give and, for clarity, are responsible for giving, notice of any change to such

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rules (which includes any change to the Guidelines) to the Persons set out in rule 3(c) and otherwise in accordance with rule 3(c). Without limiting the foregoing and for greater certainty, none of the Governing Facilitator, the Remainder Owner and any of the Project Facility Representatives is under any obligation to give notice of any change or supplement to or replacement of the Project Facility Rules, or any of them, except as expressly set out in the Project Facility Encumbrances.

- (f) Project Users should refer to the Guidelines for information as to how to obtain any approval by the Remainder Owner, the Governing Facilitator, Building Manager or any other Project Facility Representatives which may be required to be obtained under the Project Facility Rules.

### 5. PERMITTED USE AND CONDUCT

- (a) All Strata Lots, Remainder Rental Units and the Retail Area must be used in accordance with Project Facility Encumbrances and other charges registered on title to the Remainder, Common Property and/or any one or more Strata Lot(s) and the uses approved by the Remainder Owner or the Governing Facilitator. Strata Lot Owners and their tenants, Remainder Rental Unit tenants and Retail Users must obtain the Remainder Owner's or the Governing Facilitator's written approval for their proposed use of a Strata Lot, Remainder Rental Unit or all or any portion of the Retail Area prior to carrying out such use and must not change such use without the Remainder Owner's or the Governing Facilitator's prior written consent. Without limiting the generality of the foregoing, no Strata Lot, Remainder Rental Unit or all or any portion of the Retail Area may be used for the purposes prohibited in the Project Facility Encumbrances.
- (b) Project Users will at all times conduct themselves in a manner which is consistent with the Project Purpose and Standard, including with respect to the conduct of any business operations and activities within, from or relating to a particular Strata Lot, Remainder Rental Unit or all or any portion of the Retail Area.
- (c) Without limiting the generality of rule 5(b), the Project Users will not:
  - (i) loiter, or permit loitering, in any lobbies, common areas, or other spaces within the Project that are open to the public;
  - (ii) subject to applicable laws, initiate, carry out or permit any picketing or other union or protest activity within the Project;
  - (iii) bring onto or keep within or permit to be brought onto or kept within, the Project any weapons, flammables, gasoline, kerosene, naphtha, benzene, explosives, firearms, fireworks, combustibles or other hazardous devices or substances or other articles intrinsically dangerous in nature, as determined by the Remainder Owner or the Governing Facilitator in its discretion, and will immediately notify a Project Facility Representative upon discovering any such objects or substances within or in the vicinity of the Project;
  - (iv) smoke (including any cigarettes, cigars or cannabis) or vape within any area of the Project, including any outdoor areas of the Project except designated smoking areas that are at least six (6) meters from any door, building doorway, air intake or window of the Project;

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- (v) use or permit a Strata Lot or Remainder Rental Unit or all or any portion of the Retail Area to be used for lodging or illegal purposes or any other purpose prohibited by the Project Facility Encumbrances, including, without limitation, any of the following prohibited uses:
  - A. language or trade school;
  - B. foreign consulate;
  - C. hair, nail, spa or other like business providing services related to personal grooming;
  - D. student or government agency;
  - E. marijuana-related operations;
  - F. jewelry and/or shoe repair;
  - G. dry cleaning;
  - H. any business which requires the use of hazardous chemicals and/or hazardous materials; and
  - I. residential use;
- (vi) obstruct, prohibit or restrict access to or use of any portion of the Project, other than Strata Lots, Remainder Rental Units and all or any portion of the Retail Area owned, leased, subleased, licensed or sublicensed by the Project User (except to the extent necessary to address an emergency in accordance with emergency protocols established by the Remainder Owner and the Governing Facilitator in which case Project Users must also not obstruct, prohibit or restrict access to any Strata Lots, Remainder Rental Units or all or any portion of the Retail Area owned, leased, subleased, licensed or sublicensed by them), by any other Project User under any circumstance;
- (vii) engage in or permit the manufacture or sale of spirituous, fermented, intoxicating, or alcoholic beverages, marijuana or illegal drugs within or from a Strata Lot or Remainder Rental Unit or any other portion of the Project;
- (viii) engage in or permit the use of illegal drugs within or from a Strata Lot or Remainder Rental Unit or any other portion of the Project;
- (ix) cause or permit excessive noise, disturbances, vibrations, or other annoyances within the Project;
- (x) bring or maintain armed security within or about the Project;
- (xi) use any Strata Lot or Remainder Rental Unit or all or any portion of the Retail Area for preparing or dispensing food (except for microwave cooking, toaster ovens, and coffee makers for Project Users within a particular Strata Lot or Remainder Rental Unit) or soliciting of orders for sale, serving or distribution of

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food for business or profit except for any sale of food in such portions of the Retail Area where such use is approved in writing by the Remainder Owner or the Governing Facilitator; or

- (xii) act in any manner that interferes with or impairs the access, use and enjoyment of the Project or any portion thereof by any other Project User in accordance with the Project Requirements.
- (d) Strata Users, Remainder Rental Users and Retail Users may not grant access to or use of Project services, facilities and areas in exchange for services provided to them by non-Project Users, unless permitted by the Remainder Owner or the Governing Facilitator.
- (e) The following are prohibited within the Project:
  - (i) the bringing or keeping within the Project of any birds, insects, amphibians, reptiles, cats, dogs, gerbils and other animals (excluding assistant/service dogs) and aquariums, reptile terrariums, and other like items, except with the prior consent of the Remainder Owner or the Governing Facilitator;
  - (ii) canvassing, soliciting, and peddling unless permitted by the Remainder Owner or the Governing Facilitator and instances of canvassing, soliciting, and peddling must be reported to a Project Facility Representative;
  - (iii) skateboards, rollerblades, scooters, hover boards, bicycles and use of similar items is prohibited within the Project except for designated areas within the Project; and
  - (iv) disorderly conduct and horseplay and other activities that may cause a nuisance to other Project Users or otherwise adversely affect the Project Purpose and Standard.
- (f) Project Users will practice energy conservation when using and operating within the Strata Lots, the Remainder Rental Units and any other portion of the Project including the Shared Use Areas and Systems wherever possible, and must take all reasonable measures to ensure the most effective operation of the Project's heating and cooling systems.
- (g) Project Users will not use the stairwells, which are designated for use as, or by their nature intended to be used as, Fire Safety Stairwells, for travel between levels of the Tower or for any other purpose at any time, except in response to an evacuation alarm alerting Project Users to evacuate or in response to the sight of any smoke or fire or in the case of any other emergency circumstance reasonably perceived.

## 6. MARKETING ACTIVITIES

- (a) The Strata Users, Remainder Rental Users and Retail Users will comply with all requirements of the Remainder Owner and the Governing Facilitator with respect to the marketing of Strata Lots, Remainder Rental Units and all or any portion of the Retail Area for sale, lease, sublease, license, sublicense or other long term occupation within the Project and the use of Project trademarks, images and other intellectual property of the Governing Facilitator, the Remainder Owner and that of their affiliates in connection

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with such marketing. Without limiting the generality of the foregoing, all such marketing must be consistent with brand guidelines established for the Project as may be set out in the Project Facility Rules or in any Guidelines at any time and from time to time.

- (b) Strata Users, Remainder Rental Users and Retail Users must notify the Governing Facilitator of any sales and leasing agent or other professional engaged or used by them in connection with the marketing, sale, lease, sublease, license or sublicense of any Strata Lot, Remainder Rental Unit or all or any portion of the Retail Area.
- (c) Strata Users, Remainder Rental Users and Retail Users are encouraged to use the standard form (if any) of lease or sublease (as the case may be) and any other lease-related forms (if any) provided on the Project Website. The Remainder Owner and the Governing Facilitator may update all or any of such forms (if provided) from time to time without notice to the Strata Users, Retail Users and Remainder Rental Users and may post any updated versions of such forms (if any) on the Project Website.
- (d) The use of the Project name, pictures, plans, illustrations or other branding materials must be approved by the Remainder Owner or the Governing Facilitator. The Remainder Owner and the Governing Facilitator have the right to prohibit the use of the Project name or image, or any other publicity by any Project User that, in the Remainder Owner's or the Governing Facilitator's sole discretion, may impair the reputation of the Project or its desirability or otherwise infringe upon the intellectual property rights of the Governing Facilitator, Remainder Owner or their affiliates or which is inconsistent or to the detriment of the Project Purpose and Standard. Upon written notice from the Remainder Owner, the Governing Facilitator or any Project Facility Representative, the Strata Corporation and any Strata User, Remainder Rental User and Retail User will immediately refrain from and discontinue, and immediately cause their respective Invitees to immediately refrain from and discontinue, any publicity that the Remainder Owner or the Governing Facilitator considers to be in violation of this rule 6(d).
- (e) All signage within and visible from the exterior of any Strata Lot or any Common Property, and all other signage within the Project (including within any Remainder Rental Unit and the Retail Area) including the colours, fonts, characters, content and overall aesthetic of any signage, must be: (i) approved by the Remainder Owner, the Governing Facilitator or the Building Manager; and (ii) in accordance with the requirements and specifications set out in the Project Requirements (including the brand guidelines, if any, as may be set out in the Project Facility Rules or in any Guidelines at any time and from time to time) or as may otherwise be approved by the Remainder Owner or the Governing Facilitator in its discretion.
- (f) No signs, advertisements or notices shall be painted on or affixed to windows, doors or other parts of the Project (including windows, doors and any other outward facing portions of the Strata Lots, Remainder Rental Units and Retail Area), except those that meet the requirements and for which all requisite approvals have been granted in accordance with the rule 6(e) (subject to rule 6(h)).
- (g) Notwithstanding anything else in the Project Facility Rules but subject to rule 6(h), signs advertising the sale, lease and/or open house of a Strata Lot may not be displayed in or on the hallways, windows or doors of or adjacent to a Strata Lot.

- (h) Notwithstanding rules 6(f) and 6(g), signs advertising the sale, lease and/or open house of a Strata Lot owned or leased by the Remainder Owner and other marketing signs of the Remainder Owner (or the Governing Facilitator or Project Facility Representatives on behalf of the Remainder Owner), in its capacity as owner or lessee of such Strata Lot, may be displayed on the Common Property and/or on any limited common property appurtenant to, and/or any window of, any Strata Lot owned or leased by the Remainder Owner, all at the sole discretion of the Remainder Owner.

## 7. CONSTRUCTION AND WORKS

- (a) All contractors and subcontractors engaged for the purpose of carrying out any Construction of any Improvements on any other portion of a Strata Lot, a Remainder Rental Unit or all or any portion of the Retail Area must comply with, and the Strata Corporation, Remainder Owner, Strata Users, Remainder Rental Users and Retail Users must cause their respective contractors and subcontractors to comply with, all Project Requirements including, in particular but without limitation, all requirements established to ensure the structural integrity and efficient functioning of the Project and all LEED and other energy conservation standards established for the Tower.
- (b) The Strata Corporation, Strata Users, Retail Users and Remainder Rental Users will ensure that their contractors and subcontractors are approved in accordance with the Guidelines (or otherwise approved in writing by the Governing Facilitator or the Remainder Owner) and do not interfere with the proper and efficient operation and function or structural integrity of the Project or with any other Project Users, except as otherwise permitted in the Project Requirements or as may otherwise be consented to by the Remainder Owner or the Governing Facilitator in writing.
- (c) If at any time a contractor or subcontractor causes or threatens to cause disharmony or interference with the proper and efficient functioning and operation or structural integrity of the Project or with any Project User, including labor disharmony, the Remainder Owner and the Governing Facilitator will have the right to remove from the Project and/or deny Project access to such contractor or subcontractor.
- (d) Prior to carrying out any construction within or with respect to a Strata Lot, Remainder Rental Unit, all or any portion of the Retail Area or any portions of the Common Property constituting elevator vestibules and common corridors, all Plans and Specifications must be designed in accordance with all Project Requirements established by the Remainder Owner and Governing Facilitator with respect to the proper and efficient function and operation of the Project and overall structural, technical and aesthetic compatibility with the Project and the structural integrity of the Tower (including, without limitation, with respect to the operation and function of any services, systems and equipment within the Project). All Plans and Specifications must be submitted to the Remainder Owner or the Governing Facilitator or a designated Project Facility Representative for review and approval by the Governing Facilitator or the Remainder Owner to ensure compliance with the foregoing requirements. The Remainder Owner and the Governing Facilitator may also impose conditions to its approval of any Plans and Specifications as necessary to ensure compliance with such requirements.
- (e) Each Strata User, Remainder Rental User, Retail User or the Strata Corporation proposing to conduct any Works within a Strata Lot, Remainder Rental Unit, all or any part of the Retail Area or any portions of the Common Property constituting elevator

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vestibules and common corridors, as the case may be, must, before commencing any such Works, (among other requirements) at the time of submission of its Plans and Specifications for approval in accordance with rule 7(d), pay to the Remainder Owner its then current standard non-refundable plan review charge for reviewing the Plans and Specifications and any required amendments thereto, which plan review charge is at the time of registration of the Strata Plan \$2,500.00 and may be subject to adjustment annually. For clarity, the plan review charge is payable whether or not the proposed Plans and Specifications are approved, require amendment or are not used for the proposed Works.

- (f) Construction will be carried out in accordance with all applicable laws (including, without limitation, all applicable bylaws of the City of Vancouver and all building codes of British Columbia) and, subject to applicable laws, only at times permitted under the Project Facility Rules or the Guidelines from time to time.
- (g) The Remainder Owner, the Governing Facilitator, the Building Manager and any other designated Project Facility Representative will have the right to inspect all Construction within a Strata Lot, Remainder Rental Unit, the Retail Area or any portions of the Common Property constituting elevator vestibules and common corridors, upon giving at least one Business Day's prior written notice to the point of contact appointed for the particular Strata Lot, Remainder Rental Unit or Retail Area or a representative of the Strata Corporation, as applicable.
- (h) Any Person carrying out Construction within the Project must visit the Project Website for copies of the current unit improvement and works requirements established by the Remainder Owner and the Governing Facilitator from time to time for the purposes described in this rule 7. The criteria and requirements for Construction and Plans and Specifications relating to same may change from time to time as determined necessary or desirable by the Remainder Owner or the Governing Facilitator for the purposes described in this rule 7 and, without limiting the generality of rule 7(d), the Strata Corporation, Remainder Owner, Strata Users, Remainder Rental Users and Retail Users are responsible for ensuring that they are carrying out or permitting or causing to be carried out all Construction in accordance with the Plans and Specifications approved by the Remainder Owner or the Governing Facilitator in accordance with this rule 7 and all relevant Project Requirements, including the current Guidelines in effect at the relevant time.
- (i) Any changes to Plans and Specifications that have already been approved by the Remainder Owner or the Governing Facilitator in accordance with rule 7(d) must be approved by the Remainder Owner or the Governing Facilitator to ensure compliance with the requirements specified in rule 7(d) and, without such approval, no such changes will be permitted.
- (j) If after the commencement of any Construction and regardless of whether or not such Construction is being carried out in accordance with Plans and Specifications approved by the Remainder Owner or the Governing Facilitator in accordance with this rule 7, the Remainder Owner or the Governing Facilitator determines, in its sole discretion, that such Construction threatens the safety or structural integrity of the Tower or the proper or efficient function of the Project or is otherwise inconsistent with the Project Purpose or Standard, the Remainder Owner or the Governing Facilitator may require such Construction to cease unless and until the Remainder Owner or the Governing Facilitator

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determines that any and all concerns have been addressed. If such Construction cannot proceed in a manner that ensures the safety and structural integrity of the Tower and proper and efficient function of the Project and is otherwise consistent with the Project Purpose and Standard, as determined by the Remainder Owner or the Governing Facilitator, in its discretion, the Remainder Owner or the Governing Facilitator may require that such Construction cease permanently unless and until it can be established that the Construction is able to proceed in a manner that ensures the safety and structural integrity of the Tower and proper and efficient function of the Project and is otherwise consistent with the Project Purpose and Standard.

- (k) Any Construction carried out within a Strata Lot or a Remainder Rental Unit or any portion of the Retail Area or any portions of the Common Property constituting elevator vestibules and common corridors, must be carried out by qualified professionals, and Strata Users, Remainder Rental Users, Retail Users and the Strata Corporation must:
  - (i) retain any and all professional consulting services, such as mechanical or engineering services, to certify improvements, activities and any other Construction within a Strata Lot or Remainder Rental Unit or all or any portion of the Retail Area or any portions of the Common Property constituting elevator vestibules and common corridors, as required in accordance with the Project Requirements; and
  - (ii) without limiting any provisions of any of the Guidelines in respect of any such Construction, at the written request of the Governing Facilitator or the Remainder Owner, in their respective sole discretion, provide evidence of contractors' insurance coverage and WorkSafeBC clearance and a statutory declaration of:
    - (A) a senior officer of the owner of the Strata Lot (if the Construction will occur within a Strata Lot); or
    - (B) a senior officer of the tenant of the Remainder Rental Unit or all or any portion the Retail Area (if the Construction will occur in a Remainder Rental Unit or all or any portion of the Retail Area, as applicable) or
    - (C) the Strata Corporation (if the Construction will occur within any portions of the Common Property constituting elevator vestibules and common corridors), in each case in such form and content as is satisfactory to the Remainder Owner or the Governing Facilitator, as the case may be. Such statutory declaration must confirm payment in full for all labour and materials and the absence of builders liens (including any filed during the applicable builders lien filing period) and must comply with all such other requirements and conditions, if any, in connection with such Construction as the Remainder Owner and/or the Governing Facilitator, in its or their respective discretion, may specify (which requirements and conditions may include the requirement to provide engineering reports and/or an indemnity in favour of the Remainder Owner, the Governing Facilitator and the Project Facility Representatives and their respective agents, employees, consultants, contractors, officers, directors, shareholders, successors and assigns in respect of any Claims arising directly or indirectly out of such Construction).
- (l) Strata Users, Remainder Rental Users, Retail Users and the Strata Corporation must notify the Remainder Owner or the Governing Facilitator prior to placing, transporting or installing any safe, vault, heavy business machine, mechanical equipment or other heavy object within a Strata Lot, Remainder Rental Unit or all or any portion of the Retail Area or the Common Property so the Remainder Owner or the Governing Facilitator can

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ensure that such items will not adversely infringe upon the structural integrity of the Tower or the proper and efficient function of systems within the Project.

- (m) Subject always to the terms and conditions set out in the ASP Agreement and the Project Facility Encumbrances (which includes, without limitation, provisions thereof governing inspection, maintenance and repair of Shared Use Areas and Systems), when any inspection, maintenance, repair or other alteration of all or any component, area, utility or other system or other portion of any Strata Lot or any portions of the Common Property constituting elevator vestibules and common corridors, is proposed to be carried out by any Strata Users or the Strata Corporation, the owner of the applicable Strata Lot or the Strata Corporation, as the case may be, will engage, or cause to be engaged, the same contractors and professionals to carry out the subject inspection, maintenance, repair or other alteration as those contractors and professionals (which may be changed at any time and from time to time by the Remainder Owner, in its sole discretion) engaged by the Remainder Owner, Governing Facilitator or any Project Facility Representatives to perform equivalent inspection, maintenance, repair or other alterations to all or equivalent portions of the Remainder, so as to ensure at all times a cohesive aesthetic, operation and overall functioning of the Project as an integrated Project in accordance with the Project Purpose and Standard.

### 8. SERVICE FACILITIES

- (a) Project Users will not make, or permit to be made, any changes, alterations, or adjustments to any service facilities and equipment within any area of the Project (including any Strata Lot, all or any portion of the Retail Area or any Remainder Rental Unit) such as, but not limited to, transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, emergency generator systems and equipment, vents, ducts, air shaft passageways, fans and other such facilities and equipment, except as permitted by the Project Requirements or as approved by the Remainder Owner or the Governing Facilitator.
- (b) All plumbing, electrical, heating, ventilation, and air conditioning (HVAC) work for any Strata Lot, all or any portion of the Retail Area or any Remainder Rental Unit requires prior written consent from the Remainder Owner or the Governing Facilitator in order to ensure such work will not adversely impact upon the Project and must otherwise maintain the integrity of the base building systems within the Project.
- (c) Mechanical devices are not permitted to be installed or operated in any portion of the Project (including any Strata Lot, all or any portion of the Retail Area or any Remainder Rental Unit or the Common Property), unless it is related to the ordinary use of the particular Strata Lot, portion of the Retail Area or Common Property or the particular Remainder Rental Unit within which it is contained and operated from, and subject to the prior written approval of the Remainder Owner or the Governing Facilitator.
- (d) Project Users will not place objects or other obstructions within any area of the Project (including any Strata Lot, all or any portion of the Retail Area, any Remainder Rental Unit or the Common Property) so as to interfere with the HVAC convectors or diffusers, and will not permit any other interference with the base building systems of the Project.
- (e) If a desired signal, communication, alarm, or other utility service connection is installed, it shall be at the expense of the Project User who installed it or directed it to be installed,

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and only under the direction and with the prior approval of the Remainder Owner or the Governing Facilitator.

- (f) Project Users must familiarize themselves with the maximum amount of electrical current which can safely and proportionately be used in any Strata Lot, any portion of the Retail Area or any Remainder Rental Unit and must take into account the capacity of the electric wiring of the Project and the particular Strata Lot, portion of the Retail Area or Remainder Rental Unit and the needs of other Project Users and shall not use more than such capacity as is determined to be safe in accordance with the foregoing considerations and any other limitations imposed by the Remainder Owner or the Governing Facilitator for the safety and integrity of the Project.
- (g) All Project Users must adhere to the approved electrical specifications when installing electrical equipment within a Strata Lot, the Retail Area or a Remainder Rental Unit and neither the Remainder Owner nor the Governing Facilitator will relieve any Project User from the obligation not to use more electricity than such capacity as is determined to be safe in accordance with the foregoing considerations and any other limitations imposed by the Remainder Owner, the Governing Facilitator and any Project Facility Representative with the requisite authority for the safety and integrity of the Project.
- (h) Project Users will only use and permit to be used plumbing fixtures for the purpose for which they are intended. Strata Users, Remainder Rental Users and Retail Users, the Remainder Owner and the Strata Corporation will pay for all damages resulting from any misuse of the plumbing fixtures by them, respectively, or by their respective Invitees.
- (i) A Project User must obtain approval from the Governing Facilitator prior to installing any generator within a Strata Lot, the Retail Area, a Remainder Rental Unit or the Common Property.
- (j) The base building exterior ambience lighting is programmed and maintained by the Remainder Owner, the Governing Facilitator and/or Building Manager and Project Users will not tamper with such lighting in any way.
- (k) Interior unit bulkhead perimeter lighting cannot be modified, altered, treated or painted, removed, or obstructed in any manner, without the prior written consent of the Remainder Owner.
- (l) Project Users will comply at all times with all Guidelines relating to the transportation, use, installation and placement of safes, vaults, heavy business machines, mechanical equipment and other heavy objects within a Strata Lot, any portion of the Retail Area or a Remainder Rental Unit as necessary to ensure minimization of noise and annoyance to other Project Users, the safety and integrity of the Project and the overall function and operation of the Project in accordance with the Project Purpose and Standard.
- (m) Project Users will not enter into or upon, or permit entry into or upon, any service areas, electrical, utility, mechanical, storage, heating, ventilation, air conditioning, elevator machinery housing areas and/or staff facilities within the Project, without the prior written consent of the Remainder Owner.

9. INSURANCE

- (a) The Strata Corporation must place and maintain in force at all times all such insurance as is required in order for it to comply with its obligations under the ASP Agreement and the requirements contained in the *Strata Property Act* (British Columbia), including all regulations enacted thereunder, as the same may be amended, superseded or replaced from time to time.
- (b) Each Strata Lot Owner will place and maintain in force, or caused to be placed and maintained in force (and, for greater certainty, will bear sole responsibility for such placement and maintenance in force), at all times, the following insurance in respect of each Strata Lot owned by it:
  - (i) commercial general and legal liability insurance including bodily injury (including death), property damage and personal injury liability, tenant's legal liability, non-owned automobile liability, contractual liability, employers' liability and owners' and contractors' protective insurance coverage with respect to the use and occupancy of such Strata Lot, and use of the Building and Lands, by the Strata Lot Owner, its Strata Users and their respective Invitees, written on a comprehensive basis with inclusive limits per occurrence of not less than \$10,000,000.00 and containing severability of interests and cross-liability clauses;
  - (ii) "all risks" (including sprinkler leakage, sewer backup, flood, earthquake, collapse and by-law endorsement) property insurance coverage upon such Strata Lot (including all leasehold improvements, trade fixtures, plate glass, furniture, equipment and personal property therein) for not less than the full replacement cost thereof;
  - (iii) such insurance as may be required by the Remainder Owner or the Governing Facilitator, from time to time, as set out in the Guidelines; and
  - (iv) such other insurance in such amounts as the Governing Facilitator, acting reasonably, may request in writing;
- (c) Each insurance policy required to be placed or maintained under rule 9(b) in respect of any Strata Lot will:
  - (i) name the strata corporation and, if requested in writing by the Governing Facilitator, in its sole discretion, the Governing Facilitator and/or Remainder Owner, as additional insured(s), as their respective interests may appear;
  - (ii) provide for a waiver by the insurer of its rights of subrogation against each additional insured and its respective agents, representatives and employees;
  - (iii) provide a waiver by the insurer of its option to repair, rebuild, or replace if the Strata Plan is cancelled after damage to the Development;
  - (iv) incorporate any applicable mortgagee's standard mortgage clause; and

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- (v) require the insurer to make reasonable efforts to provide to each additional insured 30 days' prior written notice of cancellation, non-renewal or material alteration of any term(s) that result in a reduction of coverage.
- (d) All insurance policies referred to in rule 9(b) will be in a form and taken out with insurers licensed to do business in British Columbia, will be non-contributing with and will apply only as primary and not as excess to any other insurance available to any additional insured or any applicable mortgagee, will not be invalidated with respect to the interests of any applicable mortgagee by reason of any violation of any warranties, representations or conditions contained in the policies, and will include a reasonable deductible.
- (e) Each Strata Lot Owner will provide to the Strata Corporation on an annual basis and within 15 days after any written request made by the Strata Corporation, and will provide to the Governing Facilitator prior to first occupancy of such Strata Lot Owner's Strata Lot and within 15 days after written request made by the Governing Facilitator, at any time thereafter, a certificate of the applicable insurer(s) confirming insurance coverage in effect in accordance with rules 9(b), 9(c) and 9(d) and that all premiums therefor have been paid.
- (f) The Strata Corporation will provide to the Governing Facilitator, within 15 days after written request made by the Governing Facilitator at any time, a certificate of an insurer(s) licensed to do business in British Columbia, or such other evidence as is acceptable to the Governing Facilitator acting reasonably, confirming insurance coverage in effect in accordance with rule 9(a) and that all premiums therefor have been paid.
- (g) Neither the Strata Corporation nor any Strata Lot Owner or other Project User will be an insured under any insurance policy obtained by the Remainder Owner and/or the Governing Facilitator in respect of or relating to the Project or any portion thereof and neither the Strata Corporation nor any Strata Lot Owner or other Project User will have any right or interest in any such policy or any proceeds thereof.
- (h) No Project User will do or permit anything to be done which results or might result in an increase in the cost of insurance placed by the Remainder Owner, Strata Corporation or any other Project Users or which results or might result in an actual or threatened cancellation of, or adverse change in, any insurance policy of the Remainder Owner, Strata Corporation or any other Project Users.
- (i) No Project User will do or permit anything to be done within the Project whereby any policy of insurance against loss or damage to any portion of the Project or against liability for injury to persons or damage to property caused by the ownership, maintenance, use, or occupancy of, or any business carried on in, any portion of the Project, may be invalidated.
- (j) The Strata Corporation and each of the Strata Lot Owners release the Remainder Owner and the Governing Facilitator and those persons for whom each of the Remainder Owner and the Governing Facilitator is, in law, responsible, from liability and responsibility for, and waives its entire claim for recovery of any loss or damage whatsoever arising, directly or indirectly out of, or incidental to, the occurrence of any of the perils covered by, or that would be covered by, the insurance policies that the Strata Corporation or such Strata Lot Owner, as applicable, is obligated to obtain and maintain in force under the Project Facility Rules.

**10. MOVING, MAIL AND DELIVERIES**

- (a) Project Users will not use any elevators of the Project except in accordance with the requirements and procedures established under the Guidelines and the directions and requirements of the Building Manager and Concierge with respect to a particular delivery or move-in/move-out.
- (b) Project Users must obtain written consent of the Remainder Owner or the Governing Facilitator before using any elevators to move large, heavy or bulky objects and must only do so once proper protections have been installed in the applicable elevator. Without limiting rule 10(g), any damage to any elevators resulting from the movement of large, heavy or bulky objects will be repaired at the sole cost of the Project User(s) responsible for moving such items.
- (c) Small deliveries to the Project, such as couriers, floral, like light items, must be presented to the Concierge for further direction.
- (d) Strata Users, Retail Users and Remainder Rental Users must schedule all Strata Lot, Remainder Rental Unit and Retail Area move-ins and move-outs with the Concierge by submitting a move-in/move out application form at least ten (10) days in advance of the move-in/move-out.
- (e) Project Users must schedule large deliveries to a Strata Lot, Remainder Rental Unit or Retail Area with the Concierge and submit a plan for any such deliveries in accordance with the Guidelines at least two Business Days in advance and Project Users must comply with all requirements and procedures established by the Concierge or Building Manager with respect to such deliveries.
- (f) Project Users will ensure that all furniture, equipment, machinery and other large or bulky items being moved in, to or from or delivered to any portion of the Project will be moved or delivered:
  - (i) through such entrances, elevators, and corridors, and at such times as reasonably designated by the Building Manager, Concierge or any other Project Facility Representative and will not be moved or delivered through the main entrances of the Project without the prior consent of the Concierge or Building Manager;
  - (ii) at such designated times and in such manner as the Building Manager, Concierge or any other Project Facility Representative shall direct; and
  - (iii) only upon the prior consent of the Building Manager, Concierge or other Project Facility Representative.
- (g) The Strata Corporation, Strata Users, Retail Users and Remainder Rental Users will be liable for, and will promptly pay to or as directed by the Remainder Owner, all costs and expenses required for the repair of any damage to the Remainder caused by the transportation or delivery by them, or at their direction, or by any of their respective Invitees, of any items within, to or from the Project.

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- (h) Project Users will use, and cause to be used, hand trucks or other conveyance means equipped with rubber tires and rubber side guards as necessary to prevent damage to the Tower and Improvements contained therein.
- (i) Use of all loading bays within the Parking Facility must adhere to the move-in, move-out and delivery booking protocols set out in this rule 10. The Building Manager, Concierge or other Project Facility Representatives reserve the right, in their discretion, to modify access as required for the safe and efficient functioning and operation of the Project in accordance with the Project Purpose and Standard. For greater clarity, use of the loading bays for large deliveries must be booked with the Concierge in accordance with this rule 10.
- (j) Project Users must not interfere with Canada Post representatives while they are in the mailroom within the Shared Use Areas and Systems of the Project and such representatives may lock any such mailroom while they are depositing mail and other deliveries.

### 11. SECURITY AND ACCESS

- (a) The Strata Corporation, Strata Users, Retail Users and Remainder Rental Users will participate in, and cooperate with, and cause their respective Invitees to participate in and cooperate with, all security protocols relating to the Project, as set out in and required by the Guidelines, from time to time, provided that the Remainder Owner, the Governing Facilitator or Building Manager will provide the Strata Corporation, the Remainder Owner and each Strata Lot Owner with at least three Business Days prior written notice of any changes to the security protocols for the Project under the Guidelines. The Remainder Owner will give notice thereof to the Remainder Rental Users and Retail Users, and each Strata Lot Owner and the Strata Corporation will give notice thereof to each of its respective Invitees in accordance with the Project Facility Encumbrances and rule 3(c).
- (b) Each Strata User, Retail User and Remainder Rental User, the Strata Corporation and the Remainder Owner will be provided with a reasonable number of RF transmitters, fobs, keys and app authorizations as necessary to permit each of them and their respective authorized Invitees to access and use those portions of the Project which they are permitted to access and use. Strata Users, Retail Users, Remainder Rental Users, the Strata Corporation and Remainder Owner may apply in accordance with the procedures set out in the Guidelines or, in the absence of any applicable procedures and requirements set out in the Guidelines, Strata Users, Retail Users, Remainder Rental Users, the Strata Corporation and Remainder Owner may apply in writing to the Remainder Owner or the Governing Facilitator for any additional or replacement fobs, RF transmitters or app authorizations and, in connection therewith, must provide to the Remainder Owner or the Governing Facilitator such information relating to such issuance or replacement as may be reasonably required by the Remainder Owner and/or the Governing Facilitator in their respective discretions. Reasonable fees (which may be adjusted annually) may be charged for additional or replacement RF transmitters, fobs or app authorizations, including such additional and replacement RF transmitters, fobs or app authorizations as necessary to permit access to any new staff hired for a business operated within a particular Strata Lot, Remainder Rental Unit or all or any portion of the Retail Area.

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- (c) All Strata Users, Retail Users and Remainder Rental Users must assign one main point of contact and one back-up point of contact for all matters relating to access by their respective Invitees and provide such contact information in writing to the Remainder Owner or the Governing Facilitator in accordance with the provisions respecting the giving of notices set out in the Project Facility Encumbrances. The Remainder Owner or the Governing Facilitator must be notified in writing immediately of any changes to a point of contact.
- (d) Each point of contact appointed pursuant to rule 11(c) must provide to the Remainder Owner or the Governing Facilitator in writing a staff roster and certain contact information and/or other information relating to the staff on the roster as may be reasonably required by the Remainder Owner or the Governing Facilitator in writing in order to help facilitate requests for RF transmitters, fobs, keys or app authorizations for Invitees to the particular Strata Lot, Remainder Rental Unit or portion of the Retail Area in respect of which the point of contact is appointed. The Remainder Owner or the Governing Facilitator must be immediately informed in writing of any and all changes to staff rosters provided to them, including staff that have provided a notice of resignation or have been fired or are no longer employed for the business within a particular Strata Lot, Remainder Rental Unit or portion of the Retail Area. Each Strata User, Retail User and Remainder Rental User will be responsible for any access granted to individuals who are no longer employed by such Strata User, Retail User or Remainder Rental User, as the case may be, as a result of such Strata User, Retail User or Remainder Rental User's failure or their respective point of contact's failure to notify the Remainder Owner or the Governing Facilitator in writing of any changes to the staff roster in accordance with this rule 11(d).
- (e) Immediately upon the change of any lessee, sublessee, licensee, sublicensee or other long-term occupant of:
  - (i) a Remainder Rental Unit or all or any portion of the Retail Area, all RF transmitters, fobs and keys must be returned to the Governing Facilitator or Building Manager, including keys for any fixtured safes, cabinets and vaults inside a Remainder Rental Unit or any portion of the Retail Area; and
  - (ii) a Strata Lot, all remotes/fobs/keys for the Common Property (including washrooms located therein) must be returned to the Governing Facilitator or Building Manager for security purposes (as the entire Tower is on one internal building system) and such keys will be deactivated and returned once reactivated.
- (f) Without limiting rule 7 or 8, no modifications or alterations may be made to the base building doors of any Strata Lot, any Remainder Rental Unit or all or any portion of the Retail Area including the base building hardware, systems or equipment such as, but not limited to, locks and door knobs, except with the prior written approval of the Remainder Owner or the Governing Facilitator and otherwise in accordance with all relevant Project Requirements including the base building specifications and Project master locking system compatibility requirements set out in the Guidelines.
- (g) The Strata Users, Retail Users and Remainder Rental Users will notify the Remainder Owner or the Governing Facilitator immediately upon discovering any issues with the locking hardware, systems or equipment for their Strata Lot, the Retail Area or their Remainder Rental Unit.

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- (h) The Strata Users, Retail Users and Remainder Rental Users release and will indemnify and save harmless the Indemnified Parties and each of them, from any harms, damages, losses (including injury or damage to person or property) and all other Claims suffered by any Person as a result of a forced entry to a Strata Lot, Remainder Rental Unit or all or any part of the Retail Area in an event of emergency necessitated by a change in the locking hardware, systems or equipment for that Strata Lot or Remainder Rental Unit or all or any part of the Retail Area in violation of the Project Requirements or a failure to notify the Remainder Owner or the Governing Facilitator of any issues in accordance with rule 11(g).
- (i) Strata Users, Retail Users and Remainder Rental Users may submit to the Remainder Owner or the Governing Facilitator a request for a change or repair of the locking hardware, systems and equipment on their Strata Lot, portion of the Retail Area or Remainder Rental Unit, as applicable, in writing and otherwise in accordance with any and all applicable Guidelines. Strata Users, Retail Users and Remainder Rental Users will permit the Remainder Owner, the Governing Facilitator and the Project Facility Representatives to carry out all maintenance, repair and replacement work to any locking hardware, systems or equipment on their respect Strata Lots, portion(s) of the Retail Area and Remainder Rental Units, as applicable, as necessary for the Remainder Owner and the Governing Facilitator to ensure the efficient, effective and safe function of the Project-wide locking hardware, systems and equipment.
- (j) Without limiting rule 11(a), all Project Users must participate in all life safety training and emergency protocol training sessions, as directed by the Remainder Owner, the Governing Facilitator and the Building Manager.
- (k) The Remainder Owner and the Governing Facilitator reserve the right to prevent access to the Project during an emergency by closing the doors or otherwise as it or they, in their discretion, consider necessary for the safety of the Project Users and Project staff and protection of the Project and property within the Project.
- (l) Each Project User assumes full responsibility for protecting space within the Project from theft, robbery, and pilferage by ensuring that, at all times (except only during the time required for use thereof for entry or exit) doors are locked and other means of entry are closed and secured, including, without limitation, any garage door to or within the Parking Facility.
- (m) Project Facility Representatives may require any entrants to the Project to sign a register and do any one of the following: (i) either present a building pass, fob or app authorization; or (ii) obtain via phone or intercom or in person communication confirmation from any Project User that they are accepted as a visitor of that Project User; or (iii) provide confirmation that such entrant is permitted within the Project in such other manner as considered necessary by the Project Facility Representative, in its discretion. Project Facility Representatives may also require any person leaving the Project to sign a register and surrender any special entry pass given to such person. If an entrant fails to return a pass, the Project User who confirmed them as their visitor or Invitee will be required to reimburse the Remainder Owner and the Governing Facilitator for costs required to cancel and replace the entry pass card or update the security systems within the Project.

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- (n) The Remainder Owner, the Governing Facilitator and the Project Facility Representatives may deny access to the Project to any person who fails to satisfy the requirements referred to in rule 11(m).
- (o) The Remainder Owner, the Governing Facilitator and Project Facility Representatives may exclude or expel from the Project any person who, in the opinion of the Remainder Owner, the Governing Facilitator or a Project Facility Representative, demonstrates aggressive, violent, disruptive or disrespectful behavior, appears intoxicated or under the influence of drugs or who otherwise appears to present a threat to the safety or functioning of the Project in accordance with the Project Purpose and Standard or the safety, health or business operations of any Project Users.

### 12. AESTHETIC AND FUNCTIONAL REQUIREMENTS

- (a) All blinds within a Strata Lot, Remainder Rental Unit or the Retail Area must be drawn as reasonably required by the position of the sun whenever the base building systems are operating. Project Users will not modify, change or remove blinds originally installed in a Strata Lot, the Retail Area or a Remainder Rental Unit.
- (b) Objects must not obstruct windows (including windows within a Strata Lot, the Retail Area or a Remainder Rental Unit) under any circumstances.
- (c) Project Users will not:
  - (i) coat or sunscreen or add vinyl or other window coverings to the interior or exterior of any window (including any window within a Strata Lot or Remainder Rental Unit or any portion of the Retail Area); or
  - (ii) alter, remove, replace, or otherwise interfere in any manner whatsoever with, any windows or any window coverings installed at any time and from time to time by or on behalf of the Remainder Owner.
- (d) Project Users will not place any objects on the windowsills (including windowsills within a Strata Lot or Remainder Rental Unit or any portion of the Retail Area) that cause, in the Remainder Owner's or the Governing Facilitator's reasonable opinion, an aesthetically unacceptable appearance.
- (e) Objects placed or leaning against glass partitions, doors, or windows (including glass partitions, doors, or windows within a Strata Lot or Remainder Rental Unit or any portion of the Retail Area) are prohibited.
- (f) Project Users will not obstruct or place anything in or on the sidewalks, laneways, within the Parking Facility, outside the Project on the Remainder, or in the lobby, corridors, stairwells, or other portions of the Project other than within the Retail Area, Strata Lots and Remainder Rental Units.
- (g) The Remainder Owner, the Governing Facilitator and any Project Facility Representatives may remove any obstruction or item located within the Project (including any Strata Lot or Remainder Rental Unit or any portion of the Retail Area) in violation of any Project Requirements (including rule 12(f)) without notice or obligation to the owner of the obstruction or item. Any such removal will be at the cost of the Project User who

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placed or installed the item or caused the obstruction unless such Project User is not a Strata User, a Remainder Rental User, a Retail User or the Strata Corporation, in which case the Strata User, Remainder Rental User, Retail User or Strata Corporation whose Invitee placed or installed the item or caused the obstruction will be responsible for all such costs.

- (h) Public corridor doors within the Project must be kept closed at all times.
- (i) Project Users must not obstruct walkways, corridors, vestibules, halls, elevators, stairwells, stairwell doors, or other Shared Use Areas and Systems within the Project.
- (j) No nails, hooks, or screws shall be installed into any part of the Project outside the Strata Lots, Retail Area or Remainder Rental Units except by the Project Facility Representatives under the direction of the Remainder Owner or the Governing Facilitator.
- (k) Christmas trees and other holiday decorations within the Remainder are subject to written approval by the Remainder Owner or the Governing Facilitator and Christmas trees and other holiday decorations are not permitted to be displayed in any windows (including windows of the Strata Lots, Retail Area and Remainder Rental Units) or otherwise viewable from the exterior of the Project.
- (l) Organic (living or formerly living) Christmas décor, including Christmas trees, wreaths, garlands and other organic holiday décor and any related decorating apparatus of any kind are prohibited.
- (m) Holiday (celebration) decorations are not permitted in any area of the Project outside the Strata Lots, Retail Area and Remainder Rental Units, unless provided/installed by or at the direction of the Remainder Owner or the Governing Facilitator.

### 13. PARKING FACILITY

- (a) The following general rules apply to the use of the Parking Facility (including, without limitation, any laneway and loading bays located on the ground level or any levels of the Parking Facility):
  - (i) no vehicles are permitted to idle and all engines must be turned off when the vehicle is not in transportation;
  - (ii) no vehicles are permitted to block any entrance to, or driveways or other passageways within, the Parking Facility or any neighboring parking facilities, driveways or passageways;
  - (iii) current maximum truck size limitations for the Project loading bays as set out in the Guidelines and/or posted within or near such loading bays must be adhered to and are subject to change. Project Users should refer to the then current Guidelines for applicable limitations in place at any given time or, in the absence of such current applicable limitations in the Guidelines, Project Users may contact the Governing Facilitator to confirm current limitations;
  - (iv) no person shall sleep, live, or reside in a vehicle parked within the Parking Facility;

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- (v) abandoned or uninsured vehicles are not permitted with the Parking Facility and will be removed;
  - (vi) any vehicles parked within a Parking Stall owned by, or designated, leased, licensed or otherwise authorized for use by, another Person may be ticketed and towed;
  - (vii) overnight parking or long-term storage of vehicles within the Parking Facility is not permitted and such vehicles will be removed; and
  - (viii) trailers, boats, or like carriers/haulers or other recreational vehicles are not permitted within the Parking Facility and will be removed.
- (b) Bicycles are not permitted within any area of the Project (including the main lobby and elevators) except designated locations within the Parking Facility and Level 1 of the Tower, and must only enter and exit the Project through the entrance to the End of Trip Facilities. For greater clarity, bicycles may not be stored in any area of the Project except designated areas on Level P1 and Level 1 of the Tower and must be properly stored away in such areas. Bicycles located or stored in any area of the Project in violation of this rule 13(b) may be removed by the Project Facility Representatives and will not be returned until any applicable fines are paid by the owner of the bicycle.
- (c) Designated bicycle locations are at the discretion of the Governing Facilitator and the Remainder Owner, subject to the requirements of the ASP Agreement. Subject to the ASP Agreement, the Remainder Owner and the Governing Facilitator have the right to modify or change the permitted uses and/or locations of the designated bicycle storage rooms and bicycle locker room at any time.
- (d) None of the Remainder Owner, the Governing Facilitator and the Project Facility Representatives will be responsible for any damage to vehicles, bicycles or other personal property or injury to persons (including death) or loss of property, all of which risks are assumed by the Project Users using the Parking Facility and any bicycle, storage or other facilities located therein and/or on Level 1 of the Tower.
- (e) The use of any designated disabled persons Parking Stalls will be at the Remainder Owner's and the Governing Facilitator's sole discretion. Any vehicle parked in a designated disabled persons Parking Stall without the proper valid permit or proof in accordance with rule 13(f) may be ticketed and towed.
- (f) A valid SPARC BC (Social Planning and Research Council of B.C.) parking permit or alternative proof of disability, must be provided to a Project Facility Representative for the use of any designated disabled Parking Stall and if a person loses their eligibility in accordance with this rule 13(f), the Remainder Owner, Governing Facilitator or any Project Facility Representative may revoke that person's rights to use any designated disabled persons Parking Stall.
- (g) Subject to eligibility in accordance with rule 13(f) and subject to any rights of long-term use granted by the Remainder Owner, the Governing Facilitator or the Parking Tenant (whether by partial assignment of the Parking Lease, Licence or otherwise) with respect to a designated disabled persons Parking Stall, designated disabled persons Parking Stalls

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may, at the election of the Remainder Owner in its sole discretion, be made available on a first-come, first-served basis.

- (h) All Strata Users, Retail Users and Remainder Rental Users with long term use of a Parking Stall or Parking Stalls within the Parking Facility pursuant to a partial assignment of the Parking Lease, a Licence or other written authorization from the Remainder Owner, Governing Facilitator or Parking Tenant with respect to such Parking Stall or Parking Stalls may use only such Parking Stall or Parking Stalls, as the case may be, within the Parking Facility (subject to rules 13(e), 13(f) and 13(g)), and will use such Parking Stall or Parking Stalls in accordance with the Parking Lease (which includes, without limitation, any applicable reallocation provisions contained therein), such assignment, Licence or other written authorization, as the case may be, and all Project Requirements. Without limiting the foregoing and for greater certainty, no Strata User, Retail User or Remainder Rental User will use or permit the use by any other Person of any Parking Stall within the Parking Facility other than any Parking Stall or Parking Stalls in respect of which such Strata User, Retail User or Remainder Rental User, as the case may be, holds long term use pursuant to a partial assignment of the Parking Lease, a Licence or other written authorization from the Remainder Owner, Governing Facilitator or Parking Tenant with respect thereto (subject to rules 13(e), 13(f) and 13(g)).

### **14. ELECTRIC VEHICLE PARKING STALL AND ELECTRIC VEHICLE CHARGING STATIONS**

- (a) Exclusive use of a Parking Stall may be provided:
  - (i) to a Remainder Rental User or Retail User via a Licence. In addition to the Project Facility Rules, each Licensee of a Parking Stall must comply with the terms and conditions contained in its Licence, the Parking Lease, the ASP Agreement and all Project Requirements; and
  - (ii) to a Strata Lot Owner by a partial assignment granted by the Parking Tenant or a previous Strata Lot Owner of its interest in such Parking Stall under the Parking Lease. In addition to the Project Facility Rules, each such assignee must comply with the terms and conditions of such Parking Lease partial assignment, the Parking Lease, the ASP Agreement and all Project Requirements.
- (b) Each Parking Stall licensed to a Licensee or partially assigned to a Strata Lot Owner as to the interest of the assignor therein under the Parking Lease will be in such location within the Parking Facility as is determined by the Governing Facilitator or the Remainder Owner in its sole, absolute and unfettered discretion.
- (c) The Remainder Owner may, at its election at any time and from time to time in its sole and absolute discretion, engage or cause to be engaged (and change or cause to be changed) one or more EV Charger Service Provider(s) to provide certain monitoring, maintenance, operation and/or other services in respect of some or all EV Chargers in the Parking Facility.
- (d) Any Strata Lot Owner, Remainder Rental User and Retail User, in each case which has exclusive use of a particular Parking Stall within the Parking Facility which is not an EV Parking Stall (via a Parking Lease assignment or Licence) may request an upgrade of

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such Parking Stall so that it becomes an EV Parking Stall by making application to the Remainder Owner or the Governing Facilitator and complying with the following:

- (i) the application will be in writing and in the form (if any) which is prescribed by the Remainder Owner or the Governing Facilitator and set out as part of the Guidelines;
- (ii) the application will include, without limitation, the applicant's name and email address, the Parking Facility ID number for the particular Parking Stall which the applicant then has the exclusive right to use;
- (iii) the applicant will, if required by the Remainder Owner or the Governing Facilitator in its respective sole discretion, enter into an agreement with the Remainder Owner whereby, among other things, the applicant agrees:
  - A. if the applicant is a Strata Lot Owner: to pay the purchase price for an EV Charger to be installed in its leased Parking Stall, to pay the Remainder Owner for costs for installation of the EV Charger, and to pay to the Remainder Owner, or, at the option of the Remainder Owner, to an EV Charger Service Provider (if any) engaged by the Remainder Owner the EV Charger Costs associated with electricity consumption and any other services provided by the Remainder Owner or such EV Charger Service Provider in respect of the applicant's EV Charger; OR
  - B. if the applicant is a Remainder Rental User or a Retail User: to pay to the Remainder Owner or, at the option of the Remainder Owner, to an EV Charger Service Provider engaged by the Remainder Owner (if any) the EV Charger Costs associated with electricity consumption and any services provided by the Remainder Owner or such EV Charger Service Provider in respect of the EV Charger purchased and installed by or on behalf of the Remainder Owner, at the cost of the Remainder Owner, in the applicant's licensed EV Parking Stall;
- (iv) the applicant will, if required by the Remainder Owner or the Governing Facilitator in its respective sole discretion:
  - A. if the applicant is a Strata Lot Owner: at the request of the Remainder Owner, enter into an agreement and register with the EV Charger Service Provider engaged by the Remainder Owner whereby the EV Charger Service Provider will agree, among other things, to provide certain support, monitoring and other services in respect of the EV Charger used by the applicant, and the applicant will agree, among other things, to pay the EV Charger Service Provider for such services and to pay all costs for electricity consumed at its EV Charger; OR
  - B. if the applicant is a Remainder Rental User or a Retail User: at the request of the Remainder Owner, register with the EV Charger Service Provider engaged by the Remainder Owner whereby the EV Charger Service Provider will agree, among other things, to provide certain support, monitoring and other services in respect of the EV Charger used by the applicant, and the applicant will agree, among other things, to pay

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the EV Charger Service Provider for such services and to pay all costs for electricity consumed at its EV Charger;

- (v) the applicant will provide to the Remainder Owner, the Governing Facilitator and any Project Facility Representative, promptly on request, such additional information and/or documentation relating to its Parking Stall or EV Parking Stall (as the case may be) or the use thereof as the Remainder Owner, the Governing Facilitator or such Project Facility Representative may reasonably request at any time and from time to time (which includes after the date of submission of its application); and
- (vi) in addition to the foregoing requirements, the applicant will pay to the Remainder Owner or as directed by the Remainder Owner, the following:
  - A. If the applicant is a Strata Lot Owner: prior to commencement of the upgrade works to convert its leased standard Parking Stall into an EV Parking Stall, the applicant will pay to the Remainder Owner, within 15 days after receipt of an invoice therefor, the Remainder Owner's then current EV Charger upgrade fee, which will be an amount adequate to cover the purchase price for the EV Charger and all costs for communication upgrade, installation, hookup and activation, plus applicable taxes thereon; OR
  - B. If the applicant is a Remainder Rental User or a Retail User: the applicant will pay each month from and after the date of activation of the requested EV Charger serving its licensed EV Parking Stall, the Remainder Owner's then current monthly parking fee payable in respect of each licensed EV Parking Stall (in place of the monthly parking fee previously paid by the applicant for use of a standard Parking Stall).
- (vii) The then current amount required to be paid by the applicant at any particular time pursuant to rule 14(d)(vi)A or 14(d)(vi)B), as the case may be, will be made available by the Governing Facilitator upon request.
- (e) The upgrade of any Parking Stall in the Parking Facility to make it an EV Parking Stall may be carried out only by or at the direction of the Remainder Owner, the Governing Facilitator, the Building Manager or any other Project Facility Representative, and, subject to compliance by the applicant requesting the upgrade with rule 14(c), will be completed on such date and at such time as is determined by the Remainder Owner or the Governing Facilitator, in its sole discretion, provided that, following receipt of any application for an upgrade and completion of all of the requirements set out in rule 14(c), the Remainder Owner or the Governing Facilitator will give the applicant an estimate as to the approximate date of the proposed installation, hookup and activation of the new EV Charger. No upgrade may be carried out by any Person other than in accordance with this Section 14(e) without the prior written consent of the Governing Facilitator (which may be arbitrarily withheld).
- (f) Each EV Charger purchased by a Strata Lot Owner will be owned by the Strata Lot Owner and will be at its sole risk. Each EV Charger used by a Remainder Rental User or a Retail User will be owned by and remain at all times the property of the Remainder Owner. All EV Chargers purchased by the Remainder Owner, for itself and/or as its own

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property, and all base building electric vehicle charging infrastructure located in the Parking Facility are and will remain the property of the Remainder Owner and may not be moved, removed, serviced, repaired or otherwise interfered with without the prior express written consent of the Remainder Owner or the Governing Facilitator.

- (g) Without limiting the generality of rule 14(c) and for greater certainty, each EV User is required to pay, each month or quarter or at such other intervals as may be determined by the Remainder Owner or the Governing Facilitator, in its respective sole discretion, within 15 days of receipt of any invoice therefor, directly to the invoicing entity (which may be an EV Charger Service Provider and/or the Remainder Owner, as directed by the Remainder Owner or the Governing Facilitator in writing), the following (plus all applicable taxes thereon):
- (i) all costs for electricity consumed at the EV Charger serving its EV Parking Stall during each applicable billing month, quarter or other interval (as determined by the Remainder Owner or the EV Charger Service Provider monitoring the EV Charger, as applicable);
  - (ii) a service fee, in such amounts as are determined by the Remainder Owner or an EV Charger Service Provider, as the case may be, on account of EV Charger Costs associated with any support, monitoring and/or any other services provided in respect of such EV Charger by the Remainder Owner or the EV Charger Service Provider; and
  - (iii) any other costs, charges or fees incurred by the Remainder Owner and/or the Governing Facilitator associated with the use of the EV Charger, any electricity consumed by or services provided in respect of such EV Charger and/or the collection of payment for such electricity and/or services.
- (h) Any amounts received by the Remainder Owner on account of EV Charger Costs billed to EV Users by the Remainder Owner and/or by one or more EV Charger Service Providers may, at the election and in the sole discretion of the Remainder Owner, be applied to reimburse the Remainder Owner for the costs of electricity consumed at such EV Chargers and paid for by the Remainder Owner and/or any other EV Charger Costs incurred by the Remainder Owner.
- (i) If any EV User is in default in payment of any costs (plus applicable taxes) for electricity consumed at its EV Charger or any other EV Charger Costs (plus applicable taxes), and such default is not cured within 15 days after receipt of a written notice of such default from the Remainder Owner, Governing Facilitator or any EV Charger Service Provider, then:
- (i) interest will accrue on the overdue amount from and including the due date for payment (set out in the applicable invoice(s)) up to and including the date such amount is paid in full, at the Prime Rate plus 10% per annum calculated and compounded monthly in arrears;
  - (ii) the Remainder Owner may, at its option, shut off the supply of electricity to and deactivate such EV Charger, or cause such shut off and deactivation, without any further notice or any compensation payable to the EV User and neither the EV User nor any other Person will have any Claims against the Remainder Owner or

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the Governing Facilitator or any other Person arising directly or indirectly out of any such shut off and/or deactivation; and

- (iii) prior to any reactivation of such EV Charger, the EV User will be required to pay to the Remainder Owner the amount (together with all applicable taxes) which is equal to the aggregate of: (i) the total amount of EV Charger Costs outstanding; (ii) accrued interest thereon as set out above; (iii) all costs incurred by of the Remainder Owner and/or Governing Facilitator associated with electricity shut-off, EV Charger deactivation, payment collection, enforcement of remedies for non-payment and EV Charger reactivation; and (iv) the Remainder Owner's reasonable late payment charge and administration fee.
- (j) Each EV Parking Stall which is designed and designated for use by disabled persons will be subject to reallocation in accordance with the Parking Lease. In addition, each EV Parking Stall licensed to a Remainder Rental User or a Retail User is subject to re-allocation at any time and from time to time, in the sole, absolute and unfettered discretion of the Remainder Owner or the Governing Facilitator, on the terms and conditions contained in the Parking Lease. Any reallocation referenced in this Section 14(j) will be without compensation to the EV User of such EV Parking Stall and such EV User will have no Claims against the Remainder Owner, the Parking Tenant, the Governing Facilitator or any Project Facility Representative arising directly or indirectly out of or relating in any manner to any difference in the size, shape or convenience of location between such EV Parking Stall and the replacement Parking Stall or any partial obstruction of the replacement Parking Stall.
- (k) All costs incurred by the Remainder Owner (if any) associated with the billing and collection of payments for electricity consumed at all EV Chargers installed in the Parking Facility may, at the election and in the sole discretion of the Remainder Owner, be included as part of the operating costs of the Parking Facility, which operating costs will be shared between the Strata Corporation and the Remainder Owner in accordance with the cost sharing provisions contained in the ASP Agreement.
- (l) Notwithstanding rule 14(k), the Remainder Owner may, at its sole election and in its sole discretion, charge monthly (or at such other intervals as may be determined by the Remainder Owner in its discretion), each EV User for all costs incurred by the Remainder Owner (if any) associated with the billing and collection of payment for electricity consumed at all EV Chargers installed in the particular Parking Stall(s) used by such EV User, and, in any such case, such EV User will pay all such costs to the Remainder Owner, or as otherwise directed by the Remainder Owner in writing, within 15 days following receipt of any invoice therefor.
- (m) Notwithstanding anything contained in rule 14, the Remainder Owner, at its election and in its sole and absolute discretion, may amend (including delete), supplement or replace, at any time and from time to time, any provision, in whole or in part, contained in rule 14.

### 15. UTILITIES

- (a) Each Strata Lot Owner is required to pay in respect of each Strata Lot owned by it:
  - (i) monthly and/or quarterly, as and when due, in accordance with all invoices therefor received by it at any time and from time to time (whether any such

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invoice is received from a third party invoicing entity approved by the Governing Facilitator in writing, from the Governing Facilitator or from a third party invoicing entity on behalf of the Governing Facilitator), without any deduction or set-off whatsoever, to the invoicing party at the address of the invoicing party set out on the applicable invoice (or at such other address as the Governing Facilitator may advise the Strata Lot Owner in writing by a notice given in accordance with the Project Facility Encumbrances), all Utilities Costs associated with the supply of any and all Utilities to or for the benefit of such Strata Lot;

- (ii) interest at the Prime Rate plus 10% per annum, calculated and compounded monthly in arrears, on any arrears of any amount payable by such Strata Lot Owner pursuant to this rule 15 from and including the due date for payment to the date such arrears and accrued interest thereon have been paid in full plus any reasonable late payment charges and administration fees charged by the Governing Facilitator associated with any such arrears (together with all applicable taxes thereon); and
  - (iii) any and all costs and charges incurred by or at the direction of the Governing Facilitator due to any failure by such Strata Lot Owner to pay when due any such Utilities Costs billed to the Strata Lot Owner (including, without limitation, all costs incurred in collecting payment and/or enforcing remedies).
- (b) If any Utilities Costs are not paid when due, the Governing Facilitator may (but will be under no obligation), in its discretion, without prejudice to any other rights, remedies or recourses it may have (whether pursuant to the Project Facility Rules or any other Project Requirements, at law or in equity), in the event of any such default, suspend the supply of any one or more Utilities to any Strata Lot to which such outstanding Utilities Costs relate until all outstanding Utilities Costs, applicable taxes and accrued interest thereon, late payment charges, administration fees, costs of collection and enforcement of rights and remedies, and any other amounts then owing by the defaulting Strata Lot Owner under the Project Facility Encumbrances in respect of the supply of Utilities to such Strata Lot have been paid in full and no Strata Lot Owner or any of the Strata Users or Invitees will have any Claims against the Governing Facilitator, Remainder Owner or any other Person whatsoever arising directly or indirectly out of any such suspension.

## 16. AMENITIES

### 16.1 General

- (a) Each Person entering any of the Amenities will comply with all applicable rules in rule 16 and all applicable requirements, restrictions and guidelines contained in any general building operations manual and/or other Guidelines relating to the operation of the Project. Any rule in rule 16 and/or any of the requirements, restrictions and/or guidelines contained in any general building operations manual and/or other Guidelines relating to the operation of the Project may be amended from time to time and it is the responsibility of each user of an Amenity to familiarize itself with current rules in effect prior to any use of any Amenity.
- (b) Project Users will not be permitted to use the Amenities unless and until they sign a waiver (which includes a release and indemnity in favour of the Remainder Owner, Governing Facilitator and Project Facility Representatives and their respective agents,

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employees, contractors, directors, officers and invitees from and against all liability and Claims arising directly or indirectly out of such use) (the “**Waiver and Indemnity**”) on the Remainder Owner’s approved form. Such approved form is available upon written request made to the Governing Facilitator or the Concierge.

- (c) Subject to rule 16.1(f), Project Users will use all Amenities in accordance with the Project Facility Rules (which includes all Guidelines). Without limiting the generality of the foregoing, Project Users will book all Amenities through the procedures set out in the Project Facility Rules.
- (d) Subject to rule 16.1(e) the Amenities may be reserved and used only for business functions and reservation and use of Amenities for holiday functions is not permitted.
- (e) Use of all Amenities is subject to the terms and conditions set out in the ASP Agreement and the Project Facility Encumbrances. Without limiting the generality of rules 16.1(c) and 16.1(d) and for clarity, the Governing Facilitator has full right, authority and control with respect to access to and use of the Amenities at all times including, without limitation, the right at any time and from time to time to close, and/or prohibit and/or restrict access to and the use of, all or any portion of any one or more of the Amenities by the Strata Users and their respective Invitees, the Remainder Rental Users and their respective Invitees, the Strata Corporation and its respective Invitees and/or any other Persons, in each case for such period of time and/or during such hours during any period of time, all as determined necessary or desirable by the Governing Facilitator, in its sole, absolute and unfettered discretion (and, without limiting the generality of the foregoing and for further certainty, whether or not, during any such closure and/or prohibition and/or restriction, all or any portion of any one or more of the Amenities may be, with the permission of the Governing Facilitator, open for access to and use for any purpose by any third party or any other Person).
- (f) Notwithstanding anything to the contrary contained in the Project Facility Rules, none of the Retail Users nor any of their respective Invitees are permitted to use any of the Amenities at any time without the prior express written permission of the Remainder Owner, which may be arbitrarily withheld and/or conditioned.
- (g) Subject to rule 16.1(e), use of the Amenities is intended for owners of the Project, the Strata Users and the Remainder Rental Users. Guests of Strata Users and guests of Remainder Rental Users using an Amenity must at all times be accompanied by a tenant of a Strata Lot, a tenant of a Remainder Rental Unit or a Strata Lot Owner or a principal of one of the foregoing, as applicable.
- (h) Notwithstanding anything to the contrary contained in the Project Facility Rules, use of any Amenity is at the risk of the user and the Booking Party, who/which jointly and severally assume such risk (whether or not a Waiver and Indemnity form has been signed by such user and/or the Booking Party booking the Amenity for such user). Without limiting the generality of the foregoing and for greater certainty, the Person accessing and/or using any Amenity or any part of any Amenity or any equipment or personal property located within any Amenity and the Booking Party booking the use of such Amenity by that Person will be jointly and severally liable for any and all Claims (including, without limitation, Claims for any injury to persons or death or any damage to or loss of property however caused) arising directly or indirectly out of or relating in any

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way to such access and/or use (and none of the Remainder Owner, Governing Facilitator and Project Facility Representatives will be liable for any such Claims).

- (i) It is the responsibility of each Person proposing to use an Amenity to ensure that it is safe to use before making any use of it, to report any injury, accident, maintenance or safety issue immediately to a representative of the Remainder Owner or the Governing Facilitator, and to provide a further full written summary within 24 hours if any injury, death or damage to or loss of property was observed.
- (j) Without limiting the foregoing, none of the Remainder Owner, Governing Facilitator and Project Facility Representatives is or will be liable for any accident, injury to persons, death or damage to or loss of property resulting from the use of any Amenity by any of the Strata Users, the Strata Corporation, Remainder Rental Users, their respective Invitees or any other Person.
- (k) Anyone who engages in any reckless, hazardous, destructive, or potentially hazardous or destructive activity within any Amenity or who continues to breach a rule after receiving a verbal warning from a representative of the Remainder Owner or the Governing Facilitator is required to leave the Amenity immediately upon request of a representative of the Remainder Owner or the Governing Facilitator.
- (l) Entry into and/or use of any Amenity in a state of impairment due to any drug or alcohol intoxication is prohibited.
- (m) Notwithstanding any rule to the contrary, a representative of the Remainder Owner or the Governing Facilitator may temporarily close or restrict use of any Amenity if such Amenity is being used in an unsafe or disruptive manner, if the Amenity requires maintenance or cleaning, in the event of any emergency (whether actual or reasonably perceived by the Remainder Owner or the Governing Facilitator, respectively), or if the Amenity is required for a function organized or approved by a representative of the Remainder Owner or the Governing Facilitator.
- (n) No smoking, pets or animals are permitted within any of the Amenities.
- (o) No Person having any apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharges, or any communicable disease shall use an Amenity.
- (p) Use of each Amenity must comply with any posted health or occupancy restrictions in addition to all other rules in rule 16.

### 16.2 Booking

- (a) Strata Users and Remainder Rental Users will book all Amenities through the procedures set out in the Project Facility Rules and any applicable information, guidelines, requirements and restrictions contained in any general building operations manual relating to the operation of the Project.
- (b) Any of the following Persons is eligible to book the use of any Amenity, provided neither the Booking Party (as hereinafter defined) nor the proposed user is then in default under the ASP Agreement, any of the Project Facility Rules or any of the other Project Requirements:

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- (i) any Strata Lot Owner or its tenant,
- (ii) any Remainder Rental Unit tenant,
- (iii) the Strata Corporation,
- (iv) the Remainder Owner or the Governing Facilitator,

(the “**Booking Party**”) provided however that, during any particular time, in respect of any particular Strata Lot only one of either the Strata Lot Owner or one of its tenants (but not both), and in respect of any particular Remainder Rental Unit, only one of either the Remainder Rental Tenant or one of its subtenants (but not both), may reserve the use of Amenities during such time (the intent being, for clarity, and in order to limit users to a reasonable number, that if, by way of example only, a Strata Lot Owner is not occupying its Strata Lot, then one tenant of the Strata Lot Owner will be entitled to use the Amenities in place of the Strata Lot Owner).

- (c) The Governing Facilitator and/or the Remainder Owner may enact, amend, supplement and replace at any time and from time to time rules establishing:
  - (i) booking procedures and associated user fees, cleaning/maintenance fees and/or damage deposits for use of an Amenity; and
  - (ii) designating days and/or times (if any) during which an Amenity will remain closed, or open for common use by all permitted users and, in either case, is not available for booking;
- (d) Requests for reservation of use of any Amenity may be made through the Concierge upon submission by the Booking Party of all of the following:
  - (i) the then current application form approved by the Remainder Owner. Booking forms are available upon written request made to the Governing Facilitator or the Concierge;
  - (ii) the then current Remainder Owner’s form of Waiver and Indemnity which will include (among other things) the agreement of the Booking Party to be solely responsible for any Claims incurred by any Person (including, without limitation, the Remainder Owner, Governing Facilitator and Project Facility Representatives) arising directly or indirectly out of any use of any Amenity pursuant to such booking;
  - (iii) the then current user fee;
  - (iv) the then current refundable damage deposit; and
  - (v) the then current cleaning/maintenance fee.

Any reservation will be subject to availability and will not be complete until it has been approved by the Concierge in writing.

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- (e) All amounts payable pursuant to rule 16.2 are payable by cash, credit card or cheque or via such other forms or methods of payment as may be prescribed by the Governing Facilitator in writing.
- (f) The refundable deposit will be returned upon determination by the Concierge, Remainder Owner or Governing Facilitator that the booked Amenity has suffered no damage and has been left tidy and free of debris and personal property of users. Any additional costs (if any) related to the repair of the Amenity in excess of the deposit will be billed directly to the eligible Booking Party.
- (g) Subject to rule 16.2(c)(ii), properly booked exclusive use of any Amenity takes priority over any other use.
- (h) A Booking Party may make only one reservation at a time. The current reservation must be realized before a second reservation can be made.

### 16.3 The Lounge Amenity and the Roof Deck Amenity

- (a) The Lounge Amenity and the Roof Deck Amenity may be reserved and used only for business functions and reservation and use of such Amenities for holiday functions is not permitted.
- (b) The Lounge Amenity is subject to a maximum number of people using it at any given time, which maximum number will be as set out in a notice posted by the Governing Facilitator in the Lounge Amenity or as otherwise prescribed by the Governing Facilitator in writing.
- (c) The Roof Deck Amenity is subject to a maximum number of people using it at any given time, which maximum number will be as set out in a notice posted by the Governing Facilitator in the Roof Deck Amenity or as otherwise prescribed by the Governing Facilitator in writing.
- (d) The Concierge will maintain a calendar (the “**Amenities Reservation Calendar**”) showing all reservations of Amenities which have been approved by the Concierge.
- (e) Subject to availability as shown on the Amenities Reservation Calendar, the Lounge Amenity may be booked in available time slots as prescribed by the Concierge and/or the Governing Facilitator only.
- (f) Subject to availability on the Amenities Reservation Calendar, the Roof Deck Amenity may be booked in available time slots as prescribed by the Concierge and/or the Governing Facilitator only.
- (g) The Remainder Owner and/or the Governing Facilitator may designate days when the Lounge Amenity and/or the Roof Deck Amenity will remain open for common use by all eligible users and is not available for booking.

### 16.4 The Fitness Facility

All users must be courteous to others waiting to use the fitness equipment (take turns using the equipment).

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- (a) All users must bring their own towels and wipe down exercise equipment after use.
- (b) No food or drinks are allowed in the Fitness Facility, except bottles containing water only.
- (c) Subject to rule 16.2(b), the number of users per Strata Lot or per Remainder Rental Unit allowed in the Fitness Facility is limited to such number as is shown on a notice posted in the Fitness Facility or as otherwise prescribed by the Governing Facilitator in writing.
- (d) Subject to the general rules governing use of the Amenities, including, without limitation, any closures required for repair, maintenance or emergencies, and subject to any change at any time and from time to time in the following times by amendment of this rule, the Fitness Facility hours shall be 5:30 am. to 10:00 pm. every day.
- (e) All personal belongings shall be removed after each use.
- (f) Appropriate clothing and non-marking athletic footwear must be worn at all times in the Fitness Facility.
- (g) No person under the age of 16 is permitted in the Fitness Facility without being accompanied by an adult 19 years of age or older.
- (h) Use of equipment is at the user's and Booking Party's own sole risk. Without limiting the generality of the foregoing and for greater certainty, the Person using any equipment and the Booking Party booking the use of such equipment by that Person will be jointly and severally liable, and none of the Remainder Owner, Governing Facilitator and Project Facility Representatives will be liable, for any Claims (including, without limitation, Claims for any injury to persons or death or any damage to or loss of property however caused) arising directly or indirectly out of or relating in any way to such use.
- (i) Weights and other equipment may not be dropped or otherwise used in any way which might cause damage, injury or unreasonable noise.
- (j) Time on each machine or equipment is limited to 30 minutes per person while any other person is waiting.
- (k) At no time is a stereo system to be played loudly enough to be heard outside of the Fitness Facility.

### 16.5 The End of Trip Facilities

- (a) Designated bicycle lockers within the Project must be reserved in advance of their use provided however that such reservation is subject to availability.
- (b) The Remainder Owner and the Governing Facilitator reserve the right to prohibit the use of the bicycle lockers and other bicycle facilities by Project Users who are found in breach of the foregoing reservation policy and/or any other rule or any other Project Requirements.

- (c) Only bicycles are permitted to be stored in the designated bicycle storage rooms, bicycle cages and lockers and any other items found in such bicycle storage rooms, bicycle cages or bicycle lockers will be removed.
- (d) Project Users must supply their own locks when parking bicycles within the designated bicycle lockers and other bicycle storage facilities of the Project.
- (e) All Persons using any bicycle facilities do so at their own risk and, without limiting the generality of rule 16.5(c), none of the Remainder Owner, the Governing Facilitator and the Project Facility Representatives will be liable in any circumstances for any Claims arising directly or indirectly out of any harm or loss to any Person's bicycle.

**17. RIGHTS, REMEDIES AND RECOURSES**

The rights and remedies set out in the Project Facility Rules for the benefit of the Remainder Owner, the Governing Facilitator and/or any Project Facility Representatives (including, without limitation in rule 14(i) and in rule 15) are in addition to any other rights, remedies and recourses the Remainder Owner, the Governing Facilitator and/or any Project Facility Representatives may have under the Project Facility Rules, the Project Facility Encumbrances, any other Project Requirements, the Parking Lease, the ASP Agreement, any other agreement between any one or more of the Remainder Owner, Governing Facilitator, any Strata Lot Owner, any other Strata User, any Remainder Rental User, any Retail User, the Strata Corporation and any other Person, at law or in equity, all of which rights, remedies and recourses are hereby expressly reserved for the benefit of the Remainder Owner, the Governing Facilitator and/or the Project Facility Representatives, as applicable. Notwithstanding anything to the contrary contained in the Project Facility Rules, none of the Remainder Owner, Governing Facilitator and any Project Facility Representative will be under any obligation at any time to enforce any of the Project Facility Rules in whole or in part against any Project User or any other Person.

**18. PROPERTY OF THE REMAINDER OWNER**

Notwithstanding any rule to the contrary, any fines, costs, fees, charges and other amounts payable to the Governing Facilitator in accordance with any of the Project Facility Rules (other than pursuant to rule 15) will be the absolute property of the Remainder Owner.

**19. SEVERABILITY**

Any rule or part of any rule which is deemed to be void, prohibited or unenforceable shall be severable from the Project Facility Rules without in any way invalidating all or any of the other Project Facility Rules or any portion of any of them.

**20. NOTICES**

Any demand, notice, request, invoice or other communication required or permitted to be given to any Person pursuant to the Project Facility Rules will be given in accordance with Section 29 of the Project Facility Encumbrances.