



BLACK ROCK  
OCEANFRONT RESORT

I, \_\_\_\_\_ owner of Strata Lot # \_\_\_\_\_, also known as Suite # \_\_\_\_\_, have read and understood the below instructions regarding the changes to Section 5.4 of the Black Rock Oceanfront Resort Rental Management Agreement. This decision was made on February 4<sup>th</sup>, 2012, to create a more equitable approach to recover the expense of repairs and replacements, to “pool” those expenses in the same way other expenses are “pooled”, like credit card commissions, etc..

The current language in the Rental Management Agreement states the following:

#### Section 5.4 Repairs

Except for repairs contemplated in section 5.2 which the Manager shall make or cause to make at its own expense, the Owner hereby authorizes the manager to make or cause to make at the sole cost and expense of the Owner, any minor repairs and minor capital improvements to the Strata Lot repairs, replacements, renewals and additions to the Equipment and such other minor alterations, additions or improvements to the Strata Lot and the Equipment separate and apart from repairs to or replacement of Equipment as contemplated in section 3.4 from time to time are:

- 1) Necessary to maintain the Strata Lot and Equipment at all times during the Term at a level consistent with the standards of the First Class Luxury Lodge or
- 2) Approved by the Owner; or
- 3) Fully recoverable from the FF&E Reserve; or
- 4) Necessary, in the opinion of the Manager, acting reasonably, in case of emergency.

And, subject to recovery by the Manager of any insurance proceeds... will the Manager be obligated to make or cause to be made any such repairs or replacements to the Strata Lot.

Understanding that it is in the best interest of each owner to maintain as much in their FF&E fund for a larger upgrade or property refurbishment, we would like to amend the above-mentioned section of the Rental Management Agreement to read as follows.

*Section 5.4 Repairs and Replacements*

*Except for repairs contemplated in section 5.2 which the Manager shall make or cause to make at its own expense, the Owners hereby authorize the Manager to make or cause to make, **at the expense of all Owners (pooled)**, any **minor** repairs and **minor** capital improvements to the Strata Lot repairs, replacements, renewals and additions to the Equipment and such other **minor** alterations, additions or improvements to the Strata Lot and the Equipment separate and apart from repairs to or replacement of Equipment as contemplated in section 3.4 from time to time are:*

- 1) Necessary to maintain the Strata Lot and Equipment at all times during the Term at a level consistent with the standards of the First Class Luxury Lodge or*
- 2) Necessary, in the opinion of the Manager, acting reasonably, in case of emergency.*
- 3) And/or communicated to all Owners in regular monthly communications.*

*And, subject to recovery by the manager of any insurance proceeds... will the Manager be obligated to make or cause to be made any such repairs or replacements to the Strata Lot.*

Please sign and date that you have read and understood:

First Name: \_\_\_\_\_

Surname: \_\_\_\_\_

Strate Lot: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Rental Pool Distribution**  
**December 2023**

	Strata Lot #	118
	Hotel Suite #	1801
Canada	BC	

	Current Month	YTD 2023
Total Room Revenues	\$3,219.19	\$68,431.37
GST	\$160.96	\$3,421.58
<b>Total</b>	<b>\$3,380.15</b>	<b>\$71,852.95</b>
Credit Card Commissions	(\$112.67)	(\$2,395.11)
3rd Party Reservation Fees	(\$213.90)	(\$4,928.80)
Management Fee	(\$1,301.68)	(\$27,498.34)
GST on Management Fee	(\$65.08)	(\$1,374.92)
Maintenance Fee	(\$62.14)	(\$1,504.98)
GST on Maintenance Fee	(\$3.11)	(\$75.28)
FF&E Contribution	(\$128.77)	(\$2,737.25)
Admin fee	\$0.00	\$0.00
GST on Admin Fee	\$0.00	\$0.00
Adjustment	\$0.00	\$0.00
Insufficient funds	\$0.00	\$0.00
Adjustment	\$0.00	\$0.00
Withholding	\$0.00	\$0.00
<b>Net Distribution</b>	<b>\$1,492.80</b>	<b>\$31,338.27</b>

**December 2023 Distribution:** **\$1,492.80**

Schedule of Daily Gross Unit Revenue							
Date	Unit Rev	Date	Unit Rev	Date	Unit Rev	Date	Unit Rev
Dec 01	\$139.92	Dec 10	\$53.46	Dec 19	\$77.99	Dec 28	\$225.73
Dec 02	\$190.40	Dec 11	\$41.16	Dec 20	\$59.85	Dec 29	\$227.06
Dec 03	\$0.00	Dec 12	\$44.62	Dec 21	\$48.13	Dec 30	\$241.48
Dec 04	\$0.00	Dec 13	\$42.60	Dec 22	\$41.31	Dec 31	\$245.31
Dec 05	\$0.00	Dec 14	\$42.12	Dec 23	\$109.00		
Dec 06	\$74.31	Dec 15	\$87.97	Dec 24	\$153.83		
Dec 07	\$84.20	Dec 16	\$87.55	Dec 25	\$150.78		
Dec 08	\$146.30	Dec 17	\$51.32	Dec 26	\$142.75		
Dec 09	\$152.80	Dec 18	\$67.28	Dec 27	\$189.95		
<b>Total Gross Revenue</b>					<b>\$3,219.19</b>		

	Current Month	YTD 2023
Room Revenues subject to GST	\$3,219.19	\$68,431.60
GST Collected	\$160.96	\$3,421.58
GST Rate	5.00%	5.00%
<b>Total Rental Pool</b>		
Gross Rental Pool Revenue	\$435,011.22	
Adjusted Gross Revenue	\$190,216.13	

All information in this statement is for reporting purposes only and have not been audited.



**BLACK ROCK**  
OCEANFRONT RESORT  
UCLUELET • BC • CANADA

**Rental Pool Distribution**  
**December 2023**

	Strata Lot #	31
	Hotel Suite #	204
Canada	BC	

	Current Month	YTD 2023
Total Room Revenues	\$2,266.89	\$45,140.74
GST	\$113.34	\$2,257.03
<b>Total</b>	<b>\$2,380.23</b>	<b>\$47,397.77</b>
Credit Card Commissions	(\$79.34)	(\$1,579.94)
3rd Party Reservation Fees	(\$150.63)	(\$3,236.43)
Management Fee	(\$916.61)	(\$18,145.96)
GST on Management Fee	(\$45.83)	(\$907.30)
Maintenance Fee	(\$39.98)	(\$968.32)
GST on Maintenance Fee	(\$2.00)	(\$48.43)
FF&E Contribution	(\$90.68)	(\$1,805.64)
Admin fee	\$0.00	\$0.00
GST on Admin Fee	\$0.00	\$0.00
Adjustment	\$0.00	\$0.00
Insufficient funds	\$0.00	\$0.00
Adjustment	\$0.00	\$0.00
Withholding	\$0.00	\$0.00
<b>Net Distribution</b>	<b>\$1,055.16</b>	<b>\$20,705.75</b>

<b>December 2023 Distribution:</b>	<b>\$1,055.16</b>
------------------------------------	-------------------

Schedule of Daily Gross Unit Revenue							
Date	Unit Rev	Date	Unit Rev	Date	Unit Rev	Date	Unit Rev
Dec 01	\$90.02	Dec 10	\$34.39	Dec 19	\$50.18	Dec 28	\$145.24
Dec 02	\$122.50	Dec 11	\$26.49	Dec 20	\$38.51	Dec 29	\$146.09
Dec 03	\$62.05	Dec 12	\$28.71	Dec 21	\$30.96	Dec 30	\$155.37
Dec 04	\$72.62	Dec 13	\$27.41	Dec 22	\$26.58	Dec 31	\$157.83
Dec 05	\$61.00	Dec 14	\$27.10	Dec 23	\$70.13		
Dec 06	\$47.81	Dec 15	\$56.60	Dec 24	\$98.98		
Dec 07	\$54.17	Dec 16	\$56.33	Dec 25	\$97.01		
Dec 08	\$94.13	Dec 17	\$33.02	Dec 26	\$91.85		
Dec 09	\$98.31	Dec 18	\$43.29	Dec 27	\$122.22		
<b>Total Gross Revenue</b>					<b>\$2,266.89</b>		

	Current Month	YTD 2023
Room Revenues subject to GST	\$2,266.89	\$45,140.60
GST Collected	\$113.34	\$2,257.03
GST Rate	5.00%	5.00%
<b>Total Rental Pool</b>		
Gross Rental Pool Revenue	\$435,011.22	
Adjusted Gross Revenue	\$190,216.13	

All information in this statement is for reporting purposes only and have not been audited.

596 Marine Drive, Ucluelet, B0R 3A0



**BLACK ROCK**  
OCEANFRONT RESORT  
UCLUELET • BC • CANADA

**Rental Pool Distribution**  
**December 2024**

	Strata Lot #	118
	Hotel Suite #	1801
Canada	BC	

	Current Month	YTD 2024
Total Room Revenues	\$3,672.72	\$70,853.02
GST	\$183.64	\$3,542.66
<b>Total</b>	<b>\$3,856.36</b>	<b>\$74,395.68</b>
Credit Card Commissions	(\$128.55)	(\$2,479.69)
3rd Party Reservation Fees	(\$235.60)	(\$5,330.81)
Management Fee	(\$1,488.86)	(\$28,369.14)
GST on Management Fee	(\$74.44)	(\$1,418.45)
Maintenance Fee	(\$325.66)	(\$1,661.60)
GST on Maintenance Fee	(\$16.28)	(\$83.08)
FF&E Contribution	(\$146.91)	(\$2,834.13)
Admin fee	\$0.00	\$0.00
GST on Admin Fee	\$0.00	\$0.00
Adjustment	\$0.00	\$0.00
Insufficient funds	\$0.00	\$0.00
Adjustment	\$0.00	\$2.69
Withholding	\$0.00	\$0.00
<b>Net Distribution</b>	<b>\$1,440.06</b>	<b>\$32,221.47</b>

**December 2024 Distribution:** **\$1,440.06**

Schedule of Daily Gross Unit Revenue							
Date	Unit Rev	Date	Unit Rev	Date	Unit Rev	Date	Unit Rev
Dec 01	\$57.79	Dec 10	\$63.34	Dec 19	\$44.87	Dec 28	\$251.19
Dec 02	\$96.83	Dec 11	\$52.85	Dec 20	\$106.72	Dec 29	\$228.53
Dec 03	\$88.61	Dec 12	\$57.13	Dec 21	\$144.50	Dec 30	\$234.94
Dec 04	\$80.03	Dec 13	\$85.17	Dec 22	\$115.23	Dec 31	\$249.59
Dec 05	\$67.61	Dec 14	\$109.05	Dec 23	\$160.59		
Dec 06	\$131.27	Dec 15	\$56.25	Dec 24	\$193.73		
Dec 07	\$143.74	Dec 16	\$39.36	Dec 25	\$188.98		
Dec 08	\$73.79	Dec 17	\$57.91	Dec 26	\$170.39		
Dec 09	\$67.38	Dec 18	\$46.14	Dec 27	\$209.22		
<b>Total Gross Revenue</b>					<b>\$3,672.72</b>		

	Current Month	YTD 2024
Room Revenues subject to GST	\$3,672.72	\$70,853.20
GST Collected	\$183.64	\$3,542.66
GST Rate	5.00%	5.00%
<b>Total Rental Pool</b>		
Gross Rental Pool Revenue	\$453,157.39	
Adjusted Gross Revenue	\$161,341.41	

All information in this statement is for reporting purposes only and have not been audited.

596 Marine Drive, Ucluelet, B0R 3A0



**BLACK ROCK**  
OCEANFRONT RESORT  
UCLUELET • BC • CANADA

**Rental Pool Distribution**  
**December 2024**

	Strata Lot #	31
	Hotel Suite #	204
Canada	BC	

	Current Month	YTD 2024
Total Room Revenues	\$2,363.03	\$48,119.43
GST	\$118.15	\$2,405.97
<b>Total</b>	<b>\$2,481.18</b>	<b>\$50,525.40</b>
Credit Card Commissions	(\$82.71)	(\$1,684.06)
3rd Party Reservation Fees	(\$151.59)	(\$3,669.98)
Management Fee	(\$957.93)	(\$19,244.43)
GST on Management Fee	(\$47.90)	(\$962.22)
Maintenance Fee	(\$209.53)	(\$1,069.07)
GST on Maintenance Fee	(\$10.48)	(\$53.46)
FF&E Contribution	(\$94.52)	(\$1,924.76)
Admin fee	\$0.00	\$0.00
GST on Admin Fee	\$0.00	\$0.00
Adjustment	\$0.00	\$0.00
Insufficient funds	\$0.00	\$0.00
Adjustment	\$0.00	\$1.73
Withholding	\$0.00	\$0.00
<b>Net Distribution</b>	<b>\$926.52</b>	<b>\$21,919.15</b>

**December 2024 Distribution:** **\$926.52**

Schedule of Daily Gross Unit Revenue							
Date	Unit Rev	Date	Unit Rev	Date	Unit Rev	Date	Unit Rev
Dec 01	\$37.18	Dec 10	\$40.75	Dec 19	\$28.87	Dec 28	\$161.62
Dec 02	\$62.30	Dec 11	\$34.00	Dec 20	\$68.66	Dec 29	\$147.03
Dec 03	\$57.01	Dec 12	\$36.76	Dec 21	\$92.97	Dec 30	\$151.16
Dec 04	\$51.49	Dec 13	\$54.80	Dec 22	\$74.14	Dec 31	\$160.59
Dec 05	\$43.50	Dec 14	\$70.16	Dec 23	\$103.32		
Dec 06	\$84.46	Dec 15	\$36.19	Dec 24	\$124.65		
Dec 07	\$92.48	Dec 16	\$25.32	Dec 25	\$121.59		
Dec 08	\$47.47	Dec 17	\$37.26	Dec 26	\$109.63		
Dec 09	\$43.35	Dec 18	\$29.69	Dec 27	\$134.61		
<b>Total Gross Revenue</b>					<b>\$2,363.03</b>		

	Current Month	YTD 2024
Room Revenues subject to GST	\$2,363.03	\$48,119.40
GST Collected	\$118.15	\$2,405.97
GST Rate	5.00%	5.00%
<b>Total Rental Pool</b>		
Gross Rental Pool Revenue	\$453,157.39	
Adjusted Gross Revenue	\$161,341.41	

All information in this statement is for reporting purposes only and have not been audited.

596 Marine Drive, Ucluelet, B0R 3A0

**BLACK ROCK OCEANFRONT RESORT**  
**RENTAL POOL MANAGEMENT AGREEMENT**

This Agreement dated as of \_\_\_\_\_, 2007

BETWEEN the Owner and Manager

"Owner":

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

"Manager":

BLACKROCK MANAGEMENT INC.

[address]

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

"Strata Lot":

Strata Lot \_\_\_\_\_, District Lot 281 Clayoquot District, Strata Plan \_\_\_\_\_

"Commencement Date: \_\_\_\_\_, 2007

The Owner hereby certifies that the owner \_\_\_\_\_ [is/is not] a resident of Canada for the purposes of the *Income Tax Act* (Canada) and agrees to inform the Manager of any change of residency.

The Owner's GST Registration Number is: \_\_\_\_\_.

**WHEREAS:**

- A. The Owner is the owner of the Strata Lot and a member of the Strata Corporation;
- B. The Owner has the full right, title, power and authority to collect rents and operate the Strata Lot and desires to appoint the Manager to manage the rental of the Strata Lot upon the terms and conditions hereinafter set forth; and
- C. The Manager has agreed to manage the rental of the Strata Lot on the terms and conditions contained in this Agreement.

THEREFORE, in consideration of the mutual covenants and agreement hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

**1.1 Definitions.**

In this Agreement the following terms have the following meanings: •

- (a) "Act" means the Strata Property Act of British Columbia;
- (b) "Adjusted Gross Revenue" means for any time period the Gross Rental Pool Revenue less the aggregate of all travel trade and credit card commissions, and hotel tax and other applicable taxes, rates and charges with respect to the rental of all of the Lodge Lots and the Cottage Lots pursuant to the Rental Pool and any *bona fide* out of pocket third party costs (such as legal costs, credit bureau fees and the like incurred in collecting any amounts included in Gross Rental Pool Revenue or carrying out the duties of the Manager



British Columbia. If the Purchaser is comprised of more than one person, the covenants and obligations of all parties comprising the Purchaser are joint and several.

14. Presale Requirement. If by December 31 2005, the Vendor has not satisfied itself in its sole and absolute discretion as to the level of pre-sales of the strata lots in the Development, then the Vendor will have the right to cancel this Contract by giving notice in writing to the Purchaser or the Purchaser's solicitors on or before January 31, 2006. In such event, this Contract will be null and void effective as of the 10th day after the date of receipt of the notice by the Purchaser or the Purchaser's solicitor and the Vendor will repay to the Purchaser the First Deposit and the Second Deposit together with all interest earned thereon. If the Vendor does not notify the Purchaser of the cancellation of the Contract on or before January 31, 2006, then the Contract will remain in full force and effect.

15. Amendment to Disclosure Statement

The Vendor acknowledges its obligation to deliver to the Purchaser an amendment to the Disclosure Statement (the "Amendment") setting out particulars of the financing for the Development. The Vendor agrees that:

- (a) if an amendment to the Disclosure Statement that sets out the particulars of a satisfactory financing commitment is not received by the Purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel this purchase agreement at any time after the end of that 12 month period until the required amendment is received by the Purchaser.
  - (b) until the Purchaser receives the Amendment the amount of the deposit to be paid by the is no more than 10% of the Purchase Price;
  - (c) all deposits paid by the Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser.
16. Receipt for Disclosure Statement. The Purchaser acknowledges that the Purchaser has received a copy of and has been given an opportunity to read the Disclosure Statement and any amendments to date and that this Contract constitutes a receipt in respect thereof. The Purchaser has also had the opportunity to ask questions of, and receive answers from the Vendor concerning the Development, and to obtain such additional information necessary to verify the accuracy of the information contained in the Disclosure Statement in order for the Purchaser to evaluate the merits and risks of the purchase of the Property and, except for this Contract and the Disclosure Statement, the only documents, if any, delivered or otherwise furnished to the Purchaser in connection with the offering and sale of the Property were documents which, individually or collectively, constitute an offering memorandum, prospectus, disclosure statement or similar document.
17. Notices. Any notice to be given to the Purchaser, including any amendment to the Disclosure Statement, will be well and sufficiently given if deposited in any postal receptacle in Canada or the Purchaser's country of residence addressed to the Purchaser and sent by airmail, postage prepaid, or delivered by hand or transmitted by telecopy to the Purchaser at the address set out above or to the Purchaser's solicitors at their office and shall be deemed to have been received if delivered or transmitted, when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing.
18. Major Outside Event. The parties agree that if (i) any act of God, accident or other event beyond the reasonable control of the Vendor, or (ii) any condition discovered within the Development or in the vicinity of the Development including, without limitation, any soil or environmental condition, or (iii) any action or step taken by any applicable governmental or regulatory authority, renders it impossible or not reasonably feasible or economical for the Vendor to perform its obligations under this Contract, the Vendor may terminate this Contract upon written notice to the Purchaser, upon which the Vendor will return to the Purchaser the Deposits and any interest earned thereon.
19. Use of Agreements by the Vendor.

The Purchaser acknowledges and agrees that the Vendor may, without the consent of the Purchaser and without advising the Purchaser provide a copy of this Agreement of Purchase and Sale to the Vendor's lenders, financial institutions that require the same as a condition of the provision of financing.

Initials	



- (c) "Bylaws" means the bylaws of the Strata Corporation as filed in the Land Title Office on the Commencement Date together with any amendments thereto that are approved by the Strata Corporation from time to time;
- (d) "Commencement Date" means \_\_\_\_\_, 2007;
- (e) "Common Assets" means the common assets (as defined in the Act) of the Strata Corporation;
- (f) "Common Property" means the common property (as defined in the Act) of the Strata Corporation;
- (g) "Cottage Lots" means all of the Cottage Lots within the Cottage Section as defined in the Bylaws
- (h) "Cottage Lots Section" means the separate section of the Strata Corporation comprising all of the Cottage Lots as contemplated in the Bylaws;
- (i) "Day" means any period of 24 consecutive hours, commencing at 2:00 p.m. on any day and ending at 2:00 p.m. on the immediately following day;
- (j) "Development" means the Black Rock Oceanfront Resort in which the Strata Lot is located;
- (k) "Equipment" means all appliances, equipment, fixtures the repair of which is not an obligation of the Strata Corporation, and furnishings, linens, towels and house wares, draperies and carpeting in the Strata Lot and owned by the Owner from time to time;
- (l) "FF&E Reserve" means the reserve established by the Manager pursuant to section 3.4;
- (m) "First Class Luxury Lodge" means a lodge having design, development, construction, furnishing, equipping, operating, service and maintenance standards at least equivalent to the Pan Pacific Village Centre Whistler British Columbia;
- (n) "Gross Rental Pool Revenue" means for any time period all amounts collected by the Manager as rent or room charges for the rental of all of the Lodge Lots and Cottage Lots pursuant to the Rental Pool including forfeited room deposits, and revenue from the recreation facilities, if any, and excluding any incidental or other revenue not included in the room rate, such as room service revenue, mini-bar revenue, valet charges, reasonable charges for provision of cribs and rollaway cots, telephone revenue, in-suite pay-per-view movie or video game revenue, internet access charges, coin laundry revenue and vending machine revenue;
- (o) "Gross Unit Revenue" "Gross Unit Revenue" means for any time period the amount equal to the Gross Rental Pool Revenue multiplied by the following fraction:  

$$\frac{\text{Unit Factor for the Strata Lot divided by the total Unit Factor for all of the Lodge Lots and Cottage Lots in the Rental Pool;}}{\text{Unit Factor for the Strata Lot divided by the total Unit Factor for all of the Lodge Lots and Cottage Lots in the Rental Pool;}}$$
- (p) "Lodge Lots Section" means the separate section of the Strata Corporation comprising all of the Lodge Lots, as contemplated in the bylaws of the Strata Corporation;
- (q) "Lodge Lots" means at any time all of the Lodge Lots within the Lot Lots Section as defined in the Bylaws;
- (r) "Lodge Management Easement" means the easement granted over the Common Property of the Development appurtenant to the Resort Management Lot and registered in the Victoria Land Title Office under number \_\_\_\_\_;
- (s) "Management Fee" means the management fee payable to the Manager, as described in section 4.1;
- (t) "Meeting Rooms" means those portions of the Resort Management Lot used from time to time at the sole discretion of the Manager as meeting rooms;
- (u) "Owner's Account" means the trust account or accounts maintained by the Manager in accordance with section 3.1;
- (v) "Owners" means all of the owners of Lodge Lots and Cottage Lots;
- (w) "Owner's Net Rental Revenue" means for any time period the Unit Revenue Share less the Management Fee and any other amount payable to the Manager pursuant to this Agreement, including the portion of the cost of preparing the audited financial statements referred to in subsection 3.7(2) to be paid by the Owner;
- (x) "Parking Areas" means those portions of the Common Property of the Strata Corporation which are used for parking of motor vehicles;
- (y) "Permitted Annual Allotment" means 150 Days in a calendar year, provided however than no more than 30 days in any 36 day period;
- (z) "Public" means all persons other than the Unit Owner;

- (aa) "Registered Owner" shall mean the person registered in the register of the Victoria Land Title Office as owner in fee simple of the Strata Lot or, where there is a registered agreement for sale of the Strata Lot, the registered holder of the last registered agreement for sale and, in the case of a tenancy, any tenant whether under a residential tenancy agreement, lease or otherwise;
- (bb) "Rental Pool" means the rental management arrangement undertaken by the Manager in respect of the Development in accordance with this Agreement and the agreements with other Owners on terms and conditions consistent with this Agreement;
- (cc) "Rental Pool Covenant" means the covenant registered against title to the Development in favour of under number \_\_\_\_\_;
- (dd) "Resort Management Lot" means Strata Lot ● in the Development, which includes of the space and facilities required for the Manager to carry out the duties and functions contemplated herein;
- (ee) "Strata Corporation" means the strata corporation known as "The Owners, Strata Plan \_\_\_\_\_" formed in respect of the Development;
- (ff) "Strata Lot" means the strata lot legally described on page 1 of this Agreement;
- (gg) "Strata Lot Expense" means any amount payable by the Owner pursuant to subsection 6.1(5);
- (hh) "Strata Management Agreement" means the strata management agreement entered into between the Strata Corporation and a strata manager for the provision of strata management services;
- (ii) "Unit Owner" means the Registered Owner and the spouse, children and parents of such Registered Owner and the parents of the Registered Owner's spouse; and where there is more than one Registered Owner, all the Registered Owners and their spouses, children, parents and the parents of their spouses will together constitute the "Unit Owner" for the Strata Lot and, where the Registered Owner is a corporation or corporations, all directors, officers, shareholders and employees and the spouses, children and parents of each of them will together with the corporation or corporations constitute the "Unit Owner" for the Strata Lot; and "Unit Owner" shall include any person permitted by any of the foregoing to use the Strata Lot free of charge;
- (jj) "Term" has the meaning ascribed thereto in section 2.5;
- (kk) "Unit Factor" in respect of any Strata Lot means the factor set out opposite the number of such Strata Lot in Exhibit A hereto;
- (ll) "Unit Revenue Share" means the amount, calculated on a daily basis, of the Adjusted Gross Revenue received by the Manager on the days the Strata Lot is in the Rental Pool multiplied by the following fraction:  
$$\frac{\text{Unit Factor for the Strata Lot}}{\text{Unit Factor for all of the Lodge Lots and Cottage Lots in the Rental Pool on such days; and}}$$
- (mm) "Use" includes the purpose to which the Strata Lot is put, and includes reside, sleep, inhabit, or otherwise occupy.

## ARTICLE 2 MANAGEMENT, USE, TERM AND TERMINATION

### 2.1 Management of Rental Pool

The Manager shall serve as the exclusive manager to manage the rental of the Strata Lot and the Equipment in accordance with the terms and conditions set out in this Agreement.

### 2.2 Rental Pool

The Manager will manage the rental of the Strata Lot and the Equipment and the other Lodge Lots and Cottage Lots in accordance with the Rental Pool. For greater certainty, the Manager is hereby granted the right to use and enjoy, and to allow guests to use and enjoy, all rights of the Owner with respect to limited common property for the use of the Strata Lot, Common Property and Common Assets. The Owner hereby irrevocably covenants and agrees to be bound by the rental bookings of the Strata Lot made by the Manager in accordance with this Agreement and the Rental Pool. The Owner will indemnify and save the Manager harmless from all claims, damages and costs in connection with any failure of the Owner, or anyone claiming under or on behalf of the Owner to comply with such rental bookings.

### 2.3 Use

The Strata Lot and the Equipment will be used only as a condominium hotel unit and only in accordance with this Agreement, the Bylaws, the Rental Pool and the Rental Pool Covenant and will not be used for any other purpose without the prior written consent of the Owner. Any use of the Strata Lot, the Equipment limited common property for the use of the Strata Lot, the Common Property and the Common Assets must comply with all applicable laws and the bylaws and rules and regulations of the Strata Corporation from time to time.

#### **2.4 Complimentary Use**

The Manager may, at its discretion from time to time, to promote rental of the strata lots in the Rental Pool, to familiarize representatives of travel agencies, airlines and other organizations with the Rental Pool, provide complimentary use of the Strata lot or any of the Strata Lots in the Rental Pool so long as complimentary use does not unreasonably displace paying guests.

#### **2.5 Term**

The term of this Agreement will be from the date of this Agreement to and including December 31, 2032 subject to any renewal pursuant to section 2.6, unless sooner terminated as herein provided.

#### **2.6 Automatic Renewal**

The term of this Lease will be automatically renewed for seven successive renewal terms of five years each unless sooner terminated in accordance with this Agreement. Each renewal term will be on all of the terms and conditions set out in this Agreement except for the last renewal term which will not include any further renewals.

#### **2.7 Events upon Termination**

The Manager will not make any rental bookings of the Strata Lot for any day after the expiry of the Term (including any possible renewals thereof). If this Agreement is terminated prior to the expiry of the Term pursuant to section 2.8 or section 2.9:

- (1) the Manager will not make any further rental bookings of the Strata Lot and the Equipment after such termination;
- (2) the Manager may, at its discretion, transfer the rental bookings of the Strata Lot and the Equipment to any other strata lot or rental unit, whether in the Cottage Lots Section or the Lodge Lots Section or any other development, and the Owner hereby acknowledges that such rental bookings will have been made due to the efforts made and expenses incurred by the Manager and will remain the property of the Manager following such termination; and
- (3) if the Manager does not transfer the rental bookings of the Strata Lot and the Equipment pursuant to subsection 2.7(2) of this Agreement, the Owner will continue to be bound by the rental bookings made by the Manager in accordance with this Agreement including those which extend beyond the date of the termination of this Agreement and will indemnify and hold harmless the Manager in respect thereof and the Manager will be entitled to receive the Management Fee and any other amount owing hereunder in respect of such rental bookings.

Following the expiry or termination of this Agreement, the money collected on behalf of the Owner in the Owner's Account and held by the Manager will continue to be held for a period of 60 days after termination and during this period the Manager may make withdrawals and payments from the Owner's Account with respect to amounts the Manager is authorized or required to pay pursuant to this Agreement, including the Management Fee and any other amount payable to the Manager hereunder, and the Owner will reimburse the Manager for such amounts to the extent that funds held in the Owner's Account on behalf of the Owner are insufficient for this purpose. If at any time after the expiry or termination of this Agreement the Manager receives any funds on behalf of the Owner, such funds will be received by the Manager in trust for the Owner and disbursed by the Manager in accordance with this Agreement.

#### **2.8 Termination by the Manager**

The Manager may, on or before the date which is 90 days before the end of the initial 25-year term or any of the seven five-year renewal terms, give the Owners written notice that the Manager does not wish to renew any of the rental pool management agreements for the Development (including this Agreement) and, in such event, this Agreement and all such other rental pool management agreements will terminate at the end of the then current term.

#### **2.9 Termination by the Owner**

The Owner may terminate this Agreement, without compensation to the Manager (other than amounts due and payable to the Manager under this Agreement up to the date of termination), if:

- (1) the Manager fails to keep, observe, or perform any material covenant, agreement, term or provision to be kept, observed, or performed by the Manager hereunder which materially adversely affects the Owner, and such default continues for a period of 45 days after the Manager's receipt of written notice from the Owner requesting the cure of such default, or if such default is of such a nature that it cannot be cured by the Manager within such 45 day period if the Manager fails to commence to cure such default within 14 days after receipt of such notice or thereafter to proceed diligently and continuously to cure such default;
- (2) the Manager files a petition in bankruptcy, any proposal for reorganization, or for an arrangement under any bankruptcy or insolvency laws, or if any petition under any such law is filed by any third party against the Manager and not dismissed within 60 days; or
- (3) the Manager makes any assignment of its property for the benefit of the Manager's creditors;

and if, in any such event, more than two-thirds of the Owners have, at a meeting of the Lodge Lots Section and at a meeting of the Cottage Lots Section of the Strata Corporation in accordance with the bylaws of the Strata Corporation, approved such termination and, in such event, this Agreement and all such rental pool management agreements will terminate provided that the Manager will be given not less than 90 days prior written notice of such termination.

**2.10 Assignment/Subcontracting/Delegation by the Manager**

Notwithstanding anything else contained herein, the Manager will, on delivery of at least 90 days prior written notice to the Owner, have the right to assign, subcontract or delegate all or any part of its interest in and obligations under this Agreement and have its interest and obligations hereunder assumed in whole or in part by any third party (whose officers and or directors are or have operated luxury resorts) provided such assignee assumes the such interest obligations of the Manager under this Agreement and all of the other rental pool management agreements for the Lodge Lots and Cottage Lots.

**ARTICLE 3  
OWNER'S ACCOUNT AND OWNER'S REVENUE**

**3.1 Owner's Account**

The Manager will maintain a trust account or accounts in respect of the Rental Pool in a financial institution in British Columbia qualified to engage in the banking or trust business in British Columbia which shall be under the exclusive control of the Manager and for which the Manager or any one or more directors, officers or employees of the Manager as designated by it will have sole signing authority. The Owner acknowledges and agrees that the Owner's Account may contain funds in respect of the rental of other Lodge Lots and Cottage Lots and that the Owner's funds may be commingled with the funds of the other Owners; provided that the Owner's Account will be separate from the Manager's personal accounts. The Manager will deposit all Gross Rental Pool Revenue in the Owner's Account from time to time. All funds held in the Owner's Account will be held for the benefit of the Owners and the Manager as set out herein and will be expended by the Manager in the following order of priority:

- (1) firstly, to the payment of the amounts referred to in subsection 3.2(1) as deductions from Gross Rental Pool Revenue, concurrently with the payment of the Management Fee;
- (2) secondly, to the Manager in respect of any other amount owing to the Manager pursuant to this Agreement and the Rental Pool;
- (3) thirdly, to the FF&E Reserve in accordance with section 3.4;
- (4) fourthly, if so determined by the Manager, in accordance with section 3.6; and
- (5) fifthly, to the Owner as set out in this Agreement and to the other Owners in accordance with the Rental Pool.

The Manager will hold and disburse all amounts in the Owner's Account in accordance with this Agreement and the Rental Pool, provided that the obligation of the Manager to disburse funds and carry out its obligations imposed by this Agreement is conditional upon sufficient funds being available in the Owner's Account from the Gross Rental Pool Revenue or from the Owner's resources.

**3.2 Rental Pool**

A Strata Lot will be considered to be "in the Rental Pool" on a particular day only if, in the reasonable opinion of the Manager, it is fit for occupancy by the Public and unconditionally available for rental by the Manager to the Public pursuant to the Rental Pool. Without limiting the generality of the foregoing, for the purpose of this section 3.2 a Strata Lot will not be "in the Rental Pool" on a particular day if it is booked for use by the Owner in accordance with Article 7 (unless the Owner complies with the requirements of section 7.2) or if, in the reasonable opinion of the Manager, its condition renders it unfit for use by the Public pursuant to the Rental Pool.

**3.3 Payment to Owner**

Within 30 days after the end of every calendar month during the Term, the Manager will, if the Owner's Net Rental Revenue (after deduction of any amount which is to be or may be deducted from Owner's Net Rental Revenue pursuant to this Agreement including, without limitation, the FF&E Reserve and to the extent that the FF&E Reserve is not sufficient to comply with subsection 6.1(4) of this Agreement, additional funds may be withheld in the reasonable discretion of the Manager) exceeds \$100 for such period, pay to the Owner the Owner's Net Rental Revenue then in the Owner's Account. Such payment will be made by the Manager mailing the Manager's cheque for such amount to the Owner or by deposit to the Owner's bank account in Vancouver or Ucluellet, British Columbia if the Owner notifies the Manager of all the relevant details of such account.

**3.4 FF&E Reserve**

The Manager will be entitled to withhold from the Owner's Net Rental Revenue the following:

- (1) 0% of the Gross Unit Revenue for the first year of the Term;
- (2) 2% of the Gross Unit Revenue for the second year of the Term; and
- (3) 4% of the Gross Unit Revenue after the second year of the Term,

such amount to be held by the Manager as part of a reserve comprising similar funds collected from all of the Owners for the replacement or repair of any Equipment within the Lodge Lots and Cottage Lots in order to keep the Lodge Lots and Cottage Lots at all times during the Term in the condition they are in as of the Commencement Date, and the Owner hereby authorizes the Manager to utilize such funds for such purpose. The Owner hereby authorizes the Manager to keep the FF&E Reserve in a bank account (in a financial institution in British Columbia qualified to engage in the banking or trust business in British Columbia) separate from the Owner's Account. Interest on the FF&E Reserve will be retained

in such bank account. The FF&E Reserve and any interest thereon is not the property of any individual Strata Lot Owner and the Owner will not be entitled to a refund of any portion thereof at any time, including upon the sale of the Strata Lot.

### 3.5 Common Property

The Owner acknowledges and agrees that, consistent with the obligation of the Owner set out in subsection 6.1(4), in the event of any failure of the Strata Corporation to maintain the Common Property at a level consistent with the standards of a First Class Luxury Lodge and contemplated in the Lodge Management Easement, to the extent that the Manager is entitled to be reimbursed under the Lodge Management Easement for expenditures made to maintain the Common Property at a level consistent with the standards of a First Class Luxury Lodge, the Manager will be entitled to deduct such amounts from Owner's Net Rental Revenue to the same extent that the Owner would have been responsible for the expenditures if the same had been paid by the Strata Corporation and assessed as strata fees to the Strata Lot.

### 3.6 Owner's Failure to Pay Strata Lot Expenses

If the Owner does not pay any Strata Lot Expense when due, the Manager may, but will not be obligated to:

- (1) pay any such amount out of the Owner's Net Rental Revenue payable in respect of the Strata Lot and the Owner hereby authorizes the Manager to utilize such funds for such purpose; or
- (2) pay any such amount out of its own funds and the Owner will repay such amount to the Manager forthwith upon demand and will pay interest on any amount outstanding at the rate equal to the Prime Rate of Royal Bank of Canada plus 2% per annum, calculated daily and compounded monthly from the date of advance by the Manager until the date of repayment by the Owner and the Manager may deduct the amount of any such payment by the Manager from any future Owner's Net Rental Revenue payable in respect of the Strata Lot.

### 3.7 Statements to Owner

Concurrently with the payment of the Owner's Net Rental Revenue in accordance with section 3.3, the Manager will mail to the Owner a written statement of account in respect of the Gross Rental Pool Revenue, the Adjusted Gross Revenue, the Unit Revenue Share, the Gross Unit Revenue, the Management Fee, the Owner's Net Rental Revenue (including details of the calculation thereof) and any applicable withholding tax, goods and services tax or other applicable tax, charge or levy for such period. In addition to the foregoing:

- (1) the Manager will provide to the Owner, at the cost of the Manager, "interim financial statements" for the Rental Pool as required by BC Instrument 45-512 issued by the British Columbia Securities Commission, such statements to be prepared at the cost of the Manager, and
- (2) the Manager will provide to the Owner, at the cost of the Owner and the other owners of the Lodge Lots and Cottage Lots (and the Owner will pay a portion thereof based upon the fraction contained in the definition of Gross Unit Revenue), "audited annual financial statements" for the Rental Pool as required by BC Instrument 45-512 issued by the British Columbia Securities Commission, and the Manager may pay the cost thereof from Gross Rental Pool Revenue.

### 3.8 GST and Withholding Tax

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

## ARTICLE 4 MANAGEMENT FEE

### 4.1 Management Fee

As compensation for the services rendered by the Manager pursuant to this Agreement, the Manager shall have earned and shall be entitled to payment of a monthly management fee of 45% of the Unit Revenue Share for each month during the Term. Such amount will be paid monthly, on the 15th day of each month in respect of the Gross Rental Pool Revenue earned in the immediately prior month.

### 4.2 Manager's Separate Revenue

The Owner acknowledges and agrees that the Manager will be entitled to keep 100% of any revenue collected by the Manager which is not included in Gross Rental Pool Revenue including, without limitation, and revenue from the Meeting Rooms, any incidental or other revenue not included in the room rate, such as room service revenue, mini-bar revenue, valet charges, reasonable charges for provision of cribs and rollaway cots, telephone revenue, in-suite pay-per-view movie or video game revenue, internet access charges, coin laundry revenue and vending machine revenue.

#### **4.3 No Charges for Common Property**

Except as otherwise provided in this Agreement, the Manager will not charge any Unit Owner for the use or enjoyment of any portion of the Common Property or Common Assets provided that such use by the Unit Owner is in accordance with Article 7.

### **ARTICLE 5 MANAGER'S RESPONSIBILITIES**

#### **5.1 Manager's Responsibilities**

The Manager will, to the extent the Owner pays to the Manager all amounts required to be paid by the Owner to the Manager pursuant to this Agreement and subject to the performance and compliance by the Owner of and with all of its obligations under this Agreement:

- (2) use commercially reasonable efforts to rent the Lodge Lots and Cottage Lots during the Term in accordance with, and subject to, the Rental Pool and the Rental Pool Covenant;
- (3) determine the rate of rental for the Lodge Lots and Cottage Lots, having regard to the seasonal uses of the Lodge Lots and Cottage Lots and the market for the rental of comparable hotel/condominium units;
- (4) use commercially reasonable efforts to collect all rents, fees and other amounts payable in connection with the rental of the Lodge Lots and Cottage Lots, give receipts and acknowledgements therefor, and to the extent that such actions are commercially reasonable to maximize the Owner's Net Rental Revenue over the Term, make abatements and allowances in respect thereof (including providing complimentary accommodation), and deposit such amounts into the Owner's Account;
- (5) give to the renters of the Lodge Lots and Cottage Lots such notices and statements as may be required from time to time;
- (6) provide, at the Manager's sole cost and expense, for those services customarily provided by a First Class First Class Luxury Lodge included in room rates on terms and conditions similar to those contained in this Agreement (including payment of the Management Fee), including cleaning, maid and linen services;
- (7) operate, supervise, manage, maintain, control and rent the Strata Lot and the Equipment in such manner as would a prudent manager of a rental hotel/condominium unit similar to the Lodge Lots and Cottage Lots and the Equipment it being the intention of the parties that the Manager will have the right to determine all operating policies with respect to reasonable standards of operations, quality of services and any other matters affecting the rental of the Lodge Lots and Cottage Lots and the Equipment;
- (8) keep or cause to be kept full and adequate books of account and such other reasonable records reflecting the Owner's Account, the Gross Rental Pool Revenue, the Adjusted Gross Revenue, the Unit Revenue Share, the Gross Unit Revenue, the Management Fee and the Owner's Net Rental Revenue and the Manager will permit the Owner and its agents the right during normal business hours and on reasonable notice to examine or make extracts of such books and records at the Manager's office, but such examination will be done at the cost of the Owner and with as little disruption as possible to the day to day operations of the Manager and the Rental Pool;
- (9) to the extent not already authorized hereunder, using commercially reasonable efforts, warn off and prohibit and proceed against any person who trespasses upon the Strata Lot or any part of the Strata Lot by due process of law as the Manager may deem appropriate either before or after such warning off or prohibition;
- (10) use reasonable efforts to ensure that the Strata Lot and the Equipment and the use and occupancy thereof comply with all fire and safety codes, rules and requirements of all governmental or regulatory authorities, including the bylaws and applicable rules and regulations of the Strata Corporation consistent with the operation of the Cottage Lots and the Lodge Lot as a First Class First Class Luxury Lodge, subject at all times to the duties of the Owner as the owner of the Strata Lot and provided that the Manager will not be obligated to advance or utilize any of its own funds in respect of the foregoing;
- (11) at the Manager's cost, take out and maintain at all times during the Term the following insurance, at a minimum:
  - (a) comprehensive public liability insurance in an amount of at least \$2,000,000 for claims for personal injury, death, or property damage arising out of any one occurrence;
  - (b) any innkeeper's liability, worker's compensation or other similar insurance as may be required by law;
  - (c) employer's liability insurance with a minimum liability limit of \$1,000,000; and
  - (d) fidelity and honesty insurance in such reasonable amount as the Manager shall deem advisable;
- (12) take out and maintain at all times during the Term, on behalf of the Owner, the following insurance in respect of the Strata Lot and the Equipment:
  - (a) property damage insurance for the standard Equipment within the Strata Lot to their full replacement value, subject to a reasonable deductible (but not any other personal property of the Owner which is the Owner's sole responsibility);
  - (b) comprehensive public liability insurance in the amount of at least \$2,000,000 per occurrence for claims for personal injury, death or property damage; and

- (c) such other insurance as may be deemed appropriate by the Manager, acting reasonably,
- and if the same is combined with insurance coverage taken out on behalf of the Strata Corporation, then the cost of the foregoing insurance will be a common expense of the Strata Corporation, but otherwise the Manager is authorized to deduct the cost from the Owner's Net Rental Revenue and the Owner will reimburse the Manager for such cost that is not so deducted forthwith upon receipt by the Owner of the Manager's invoice therefor;
- (13) procure and maintain all such licenses and permits as are necessary in connection with the performance by the Manager of its obligations under this Agreement;
- (15) co-operate with the strata manager appointed by the Strata Corporation pursuant to the Property Management Agreement; and
- (16) provide such general administrative, supervisory and management staff, as employees or contractors of the Manager and not of the Owner, and keep in stock such cleaning and other supplies as may from time to time be required to carry out the obligations of the Manager under this Agreement.

The Manager may engage one or more Persons to perform the services contemplated in this Agreement in connection with the management of the Strata Lot and the Equipment and each Person engaged by the Manager to perform such services, including any agent or employee of the Manager shall be acting solely as agent of Owner. Notwithstanding that the Manager may engage one or more Persons to perform the services contemplated by this Agreement, the Manager shall not be released from its responsibilities under this Agreement or any liabilities which may result therefrom nor shall such responsibilities or liabilities be diminished.

#### **5.2 Damage to Strata Lot by Renters**

The Manager will be responsible at its sole cost and expense for the repairs of any damage (other than that due to normal wear and tear) to the Strata Lot, the Equipment, any limited common property for the use of the Strata Lot, the Common Property or Common Assets caused by any renter of the Strata Lot pursuant to the Rental Pool. The Manager shall take commercially reasonable steps to pursue such renter for payment and may either in its own name or in the name of the Owner, commence and pursue legal action against such renter of the Strata Lot to recover all costs and expenses for any repairs of any such damage, and the Owner hereby agrees to cooperate with the Manager in connection with any such legal action as the Manager may reasonably require.

#### **5.3 Other Damage to Strata Lot**

The Manager will notify the Owner promptly after it becomes aware of any material damage to the Strata Lot or the Equipment. If the Manager deems the Strata Lot or the Equipment to be unfit for rental for any reason whatsoever at any time during the Term, the Manager will notify the Owner of such condition and the Owner hereby authorizes the Manager to take such steps as are necessary, in the opinion of the Manager, acting reasonably, to remedy such condition, provided that, subject to section 5.2 and recovery by the Manager of any insurance proceeds in respect thereof, such steps will be taken at the sole cost and expense of the Owner and the Manager may use the FF&E Reserve for this purpose. The Manager will not be obligated to advance or utilize any of its own funds, including the Management Fee or any other amount owing to the Manager pursuant to this Agreement, in respect thereof.

#### **5.4 Repairs**

Except for repairs contemplated in section 5.2 which the Manager shall make or cause to make at its own expense, the Owner hereby authorizes the Manager to make or cause to be made, at the sole cost and expense of the Owner, any minor repairs and minor capital improvements to the Strata Lot, repairs, replacements, renewals and additions to the Equipment and such other minor alterations, additions or improvements to the Strata Lot and the Equipment (separate and apart from repairs to or replacement of Equipment as contemplated in section 3.4) from time to time as are:

- (1) necessary to maintain the Strata Lot and the Equipment at all times during the Term at a level consistent with the standards of a First Class Luxury Lodge; or
- (2) approved by the Owner; or
- (3) fully recoverable from the FF&E Reserve; or
- (4) necessary, in the opinion of the Manager, acting reasonably, in case of emergency,

and, subject to recovery by the Manager of any insurance proceeds in respect thereof, to deduct, in each case, the cost of such repairs, alterations, improvements and additions from the Owner's Net Rental Revenue except that, to the extent any such expenditures involve repairs or replacements of any Equipment in the Lodge Lots and Cottage Lots, the Owner hereby authorizes the Manager, in its sole discretion, to apply any unexpended amounts in the FF&E Reserve to fund the same. In the event that any such expenditures are required to be made in emergency situations where it is not possible for the Manager to first seek the approval of the Owner and, in the reasonable opinion of the Manager, such expenditures are necessary, the Manager shall not be required to seek the prior approval of the Owner prior to making any such expenditures but will advise the Owner thereof as soon as reasonably possible thereafter. The Owner will reimburse the Manager in respect of any amount incurred in connection with such repairs or replacements that is not recovered by the Manager from insurance and is not deducted from the Owner's Net Rental Revenue forthwith upon receipt by the Owner of the Manager's invoice therefor. Subject to section 5.2, however, under no circumstances will the Manager be obligated to make or cause to be made any such repairs or replacements to the Strata Lot.



#### 5.5 Capital Refurbishment

If the Manager determines that the Lodge Lots and Cottage Lots or any group of Lodge Lots and Cottage Lots (such as, for instance, the Lodge Lots and Cottage Lots on one or more floors or Lodge Lots and Cottage Lots of a particular type or configuration) require major refurbishment (separate and apart from repairs, improvements, alterations or additions contemplated in sections 5.3 and 5.4) involving expenditures of a capital nature or construction of a structural or otherwise significant nature (such as, for instance, bathroom replacement, reconfiguration or upgrading) necessary to maintain the Lodge Lots and Cottage Lots in a good and safe operating condition or at a level consistent with the standards of a First Class Luxury Lodge, the Manager must first provide the Owners with a reasonably comprehensive report on the nature and extent of the work and a reasonable estimate of the cost thereof but the work will not be subject to approval by the Owners. If the work is required for any other reason, then the approval of at least 75% of the Owners shall be required. The Owner hereby authorizes the Manager to cause such work to be carried out diligently, expeditiously and in a manner consistent with the standards of a First Class Luxury Lodge. To the extent that any such expenditures involve repairs or replacements of any Equipment, the Owner hereby authorizes the Manager, in its sole discretion, to apply any unexpended amounts in the FF&E Reserve to fund the same. To the extent that such unexpended amounts in the FF&E Reserve are insufficient or unavailable to fund repairs or replacements of any Equipment, or the Manager, in its sole discretion, elects not to apply them for such purpose or the expenditures do not involve repairs or replacements of Equipment, the Owner hereby authorizes the Manager to deduct the Owner's share of such costs (which shall be allocated between the Lodge Lots and Cottage Lots affected based on the Manager's reasonable estimate of the costs to carry out the work within each of the Lodge Lots and Cottage Lots) from the Owner's Net Rental Revenue, provided that the Owner shall always remain responsible to pay the amount by which the Owner's Net Rental Revenue is insufficient.

#### 5.6 Systems

The Manager will arrange for the provision of telephone service to the Development and the Unit and shall have the right to arrange for the provision of internet access, cablevision or satellite television and/or in-suite pay-per-view movie and/or video game service to the Development and the Unit. The Owner hereby authorizes the Manager to operate and maintain the telephone and switchboard system, including in-suite telephone sets, internet access, pay-per-view movie, video game, cablevision or satellite television systems, internet access units, video game consoles and pay-per-view movie consoles in the Development and the Lodge Lots and Cottage Lots for the Owner and the other Owners. The Owner agrees and acknowledges that the Manager will be entitled to deduct from Gross Rental Pool Revenue a reasonable monthly charge for the provision, operation and maintenance of basic telephone service (but not for the other services) and, as a consequence, the Owner will not receive a bill from Telus or other telephone service provider for basic telephone service to the Unit. The Manager will provide the Owner with free local telephone calling and may, in its discretion, provide lower pricing to the Owner for long distance calling than it provides to guests.

#### 5.7 Standard of Performance

The Manager shall not, in the performance of the Manager's duties and obligations under this Agreement, be liable to the Owner or any other person for any act or omission of the Manager or any of their subcontractors, directors, officers, employees, consultants, agents or representatives, unless such liabilities, obligations, claims, costs and expenses arise out of or caused by the wilful misconduct or gross negligence of such person. Without limiting the generality of the foregoing, the Owner acknowledges the Manager has not provided any financial forecast or projection with respect to the Rental Pool, or any representation of any particular revenues that can be achieved for the Strata Lot or that the Strata Lot will or can realize any particular economic return, all of which are expressly disclaimed, and no inference should be drawn by the Owner from their respective participation in the Development.

### ARTICLE 6 OWNER'S RESPONSIBILITIES AND AUTHORIZATIONS

#### 6.1 Owner's Responsibilities

The Owner will:

- (1) strictly comply with the terms and conditions of the Rental Pool Covenant and this Agreement;
- (2) to the extent not already authorized hereunder, authorize the Manager to control the keys, in accordance with modern hotel security standards, for the Strata Lot, any parking facility or storage area applicable to the Strata Lot, the entrance to the building in which the Strata Lot is located and any other locked facility in the Strata Lot to which the renters of the Strata Lot pursuant to the Rental Pool will be permitted access and the Owner hereby authorizes the Manager to duplicate any such keys as required by the Manager;
- (3) to the extent not already required hereunder, ensure that the Manager, the Manager's agents and representatives and the renters of the Strata Lot and the Equipment have full, free and uninterrupted access to the Strata Lot and the Equipment and all parking spaces and storage areas applicable to the Strata Lot and the Equipment as contemplated by this Agreement;
- (4) keep the Strata Lot furnished and, subject to sections 5.2, 5.3, 5.4 and 5.5, keep the Strata Lot and the Equipment in a good state of maintenance and repair as a high quality rental hotel/condominium unit to a standard befitting a First Class Luxury Lodge and comparable to that maintained in Lodge Lots and Cottage Lots similar to the Strata Lot and in any event at least equal to the standard of furnishings provided by the original developer of the Development to the original purchaser of the Strata Lot;
- (5) promptly pay when due all amounts owing under any financing of the Strata Lot and all real property taxes, telephone charges (other than long distance charges incurred by renters of the Strata Lot), and utility charges, basic cablevision charges, monthly maintenance fees and other amounts payable to the Strata Corporation, and all other taxes, rates, levies and assessments in respect of or relating to the Strata Lot;
- (6) not permit any lien, charge or encumbrance to be filed against title to the Strata Lot or the Equipment except in connection with the Owner's financing thereof;

- (7) ensure that the Strata Lot is serviced with water, sewer, gas, electricity, telephone (including connections to the Manager's hotel switch board) and cablevision at all times during the Term;
- (8) take out and maintain at all times during the Term the following insurance pertaining to the Strata Lot and the Equipment:
  - (a) comprehensive public liability insurance in the amount of at least \$2,000,000 for claims for personal injury, death or property damage arising out of any one occurrence; and
  - (b) such other insurance as may be reasonably required by the Manager from time to time;
- (9) indemnify and save the Manager and its officers, directors, employees and agents harmless from any claim, damage and cost incurred by the Manager or any such other person within the scope of its authority in connection with the management of the Strata Lot and the Equipment and to carry, at the expense of the Owner, adequate insurance to protect the Manager and its officers, directors, employees and agents against any such claim, damage and cost in the same manner and to the same extent as the Owner, naming the Manager and its officers, directors, employees and agents as insureds; and
- (10) not charge the Manager or its officers, directors, employees and agents or hold them responsible for any liability for any error of judgment or for any mistake of fact or law or for anything which it may do or refrain from doing in connection with this Agreement except in case of gross negligence or wilful misconduct.

#### **6.2 Owner's Authorizations**

The Owner hereby authorizes, to the extent not already authorized hereunder, the Manager to take any and all such steps as are reasonably necessary or desirable to enable the Manager to perform efficiently its functions and duties under this Agreement including, without limitation, depositing and withdrawing funds from the Owner's Account as set out herein, and the Owner hereby irrevocably appoints the Manager to be the attorney of the Owner, which appointment is coupled with an interest, to execute all necessary instruments and documents of whatsoever kind or nature and to take or cause to be taken all such steps, actions or proceedings, in the name of and on behalf of the Owner, as fully and effectually in every respect as the Owner itself could do in respect of the matters herein contained, including the right to institute or defend legal proceedings in respect of the same in relation to which the Owner hereby covenants and agrees to provide the Manager with all documents and instruments of whatsoever nature reasonably required by the Manager and to cooperate with the Manager in instituting or defending legal proceedings as aforesaid, provided that the Manager will not be obligated to institute or defend any such legal proceedings and that such legal proceedings will be undertaken at the sole cost and expense of the Owner.

#### **6.3 Sale of the Strata Lot**

The Owner agrees that if at any time the Owner wishes to sell, lease or otherwise directly or indirectly dispose of the Strata Lot and the Equipment or any interest therein to any person (in this section 6.3 called a "Transferee") (other than by way of financing):

- (1) prior to entering into any contract or agreement with any Transferee, the Owner will (i) notify the proposed Transferee of the existence and substance of this Agreement and the fact that the ownership and use of the Strata Lot and the Equipment are subject to the rights of the Manager and the hotel guests pursuant to this Agreement and the Rental Pool, (ii) notify the proposed Transferee of its right to obtain from the Manager the items described in subsections 6.3(3) and (4), (iii) notify the proposed Transferee of any bookings of the Strata Lot by the Owner pursuant to Article 7, (iv) provide the proposed Transferee with a true copy of this Agreement, and (v) notify the Manager of the intended sale to the Transferee;
- (2) the Owner will not, and will not permit any agent acting on behalf of the Owner to, advertise the expected economic benefits of the Rental Pool or this Agreement to any Transferee or prospective Transferee;
- (3) the Manager will, upon reasonable written notice of an intended sale by the Owner, deliver to the prospective Transferee before an agreement of purchase and sale with the Transferee is entered into:
  - (a) the audited annual financial statements of the Rental Pool for the most recent financial year, which include financial statements for the prior comparative year, if any; and
  - (b) interim financial statements of the Rental Pool for any interim periods after the most recent financial year end,each as prepared in accordance with section 3.7;
- (4) the Manager agrees that, upon reasonable written notice of an intended sale by the Owner:
  - (a) if the intended sale is to complete within 12 months from the date of the issuance of permission to occupy the Strata Lot, the Manager will cause the owner-developer of the Development, to deliver to the prospective Transferee, before an agreement of purchase and sale with the Transferee is entered into, the disclosure statement for the Development; and
  - (b) if the intended sale is to complete after 12 months from the date of the issuance of permission to occupy the Strata Lot, the Manager will deliver to the prospective Transferee, before an agreement of purchase and sale with the Transferee is entered into, a "summary disclosure statement" as required by B.C. Instrument 45-512 issued by the British Columbia Securities Commission;

- (5) the Owner will not directly or indirectly sell, lease or otherwise directly or indirectly dispose of the Strata Lot and the Equipment or any interest therein unless prior to the completion of such transaction the proposed Transferee covenants pursuant to a written assignment and assumption agreement, in the form and content reasonably required by the Manager, to fully assume and be bound by this Agreement, and the Manager will provide the Owner and the Transferee with copies of such agreement, duly executed by the Manager, as soon as reasonably possible thereafter;
- (6) upon written request from the Owner, the Manager will provide any prospective Transferee with details of any bookings of the Strata Lot by the Owner pursuant to Article 7;
- (7) the Owner or the Transferee will notify the Manager of the completion of the sale, lease or other disposition of the Strata Lot and the Equipment and provide the Manager with reasonable evidence thereof, together with the assignment and assumption agreement described above, duly executed by the Owner and the Transferee;
- (8) the Manager will not be required to make any adjustments as between the Owner and any Transferee and the Manager will be deemed to have fully discharged its obligations hereunder if the Manager pays the Owner's Net Rental Revenue payable to such Owner in accordance with section 3.3 to or to the order of the person who was, according to the records of the Manager, the registered owner of the Strata Lot on the days such Owner's Net Rental Revenue was earned;
- (9) subject to the Manager's approval and any required consent pursuant to the Rental Pool Covenant, acting reasonably, the Transferee may upon not less than 30 days' notice to the Manager, reschedule the use by the Transferee of the Strata Lot pursuant to Article 7 as the new owner of the Strata Lot; and
- (10) upon the execution and delivery of the assignment and assumption agreement described above by the vendor and the Transferee and the transfer of title of the Strata Lot and the Equipment to the Transferee:
  - (a) the vendor of the Strata Lot and the Equipment will be released from its duties and obligations under this Agreement for the period from and including the date of such transfer of title; and
  - (b) the Transferee will be responsible for all duties and obligations under this Agreement for the period from and including the date of such transfer of title.

#### **6.4 Name of Development**

During the Term, the Development will be known as the "Black Rock Oceanfront Resort" or such other name designated by the Manager from time to time.

### **ARTICLE 7 USE BY OWNER**

#### **7.1 Use by Owner.**

The parties agree that:

- (1) subject to subsection 7.1(8), the Unit Owner may use the Strata Lot up to the Permitted Annual Allotment and for no other days on the following conditions:
  - (a) any use by the Unit Owner must be reserved by the Registered Owner pursuant to subsection 7.1(4);
  - (b) the Unit Owner may not use the Strata Lot more than 30 days out of any period of 36 days;
- (2) if any Unit Owner wishes to use the Strata Lot, the Registered Owner must first reserve the use of the Strata Lot by a notice in writing to the Manager at least six months prior to the Day on which the Unit Owner wishes to use the Strata Lot;
- (3) if the Registered Owner (or any other person permitted by the Manager, in its sole discretion, to reserve the use of the Strata Lot on behalf of the Registered Owner) reserves the use of the Strata Lot pursuant to subsection 7.1(4), the Unit Owner will be deemed to have used the Strata Lot for the Days so reserved, whether or not the Unit Owner actually uses or occupies the Strata Lot during such Days, unless the Strata Lot is available for rental to the Public and at least 30 Days prior to the Unit Owner's scheduled use of the Strata Lot the Registered Owner cancels such reservation, with the approval of the Manager, acting reasonably;
- (4) if the Unit Owner does not use the full amount of Days permitted to be used by the Unit Owner pursuant to subsection 7.1(2) in any calendar year, the Unit Owner will not be entitled to accumulate or otherwise use the unused Days in any future calendar year;
- (5) subject to the use by the Unit Owner pursuant to this section 7.1, the Strata Lot will be available at all times for rental to the Public; the Manager may accept reservations (whether more or less than six months prior to the Day of the reservation) from the Public for the use of the Strata Lot for any future Day or Days, unless the Registered Owner has, prior to the request for a reservation from the Public, already reserved that Day or those Days pursuant to subsection 7.1(4), and

- (6) in addition to the Days permitted to the Unit Owner pursuant to subsection 7.1(2) and notwithstanding subsection 7.1(2), the Registered Owner may:
- (a) reserve and use the Strata Lot:
    - (i) for a period of not more than 30 days provided that such Days shall be drawn from, shall not exceed, and shall form part of the Permitted Allotment; and
    - (ii) for a period of up to 15 Days reserved no more than 15 Days in advance; provided that in each case:
      - (A) the Strata Lot is not reserved for use by any member of the Public during such Days or Days;
      - (B) if, at the time the Registered Owner proposes to make a reservation of the Strata Lot, 80% or more of all Lodge Lots and Cottage Lots are reserved by members of the Public for any Day or Days the Registered Owner seeks to reserve the Strata Lot, the Manager may refuse to accept the Registered Owner's reservation; and
      - (C) in the event the Registered Owner reserves a Day which commences at 2:00 p.m. on a Friday he or she shall also reserve the Day commencing at 2:00 p.m. on the Saturday immediately following, and in the event the Registered Owner reserves a Day which commences at 2:00 p.m. on a Saturday, he or she shall also reserve the day which commences at 2:00 p.m. on the immediately preceding Friday;
  - (b) reserve, and any Unit Owner may use, the Strata Lot on such other terms and conditions as may from time to time be approved in writing by the Manager in its discretion and pursuant to the Rental Pool Covenant; and
- (7) a Unit Owner using the Strata Lot pursuant to this Article 7 will be subject to, and shall comply with, the Manager's rules and policies regarding smoking, pets, noise and similar operating matters and shall be responsible for all costs arising from any breach thereof including cleaning costs.

The Registered Owner will otherwise be bound by the rental bookings of the Strata Lot made by the Manager pursuant to this Agreement and the Rental Pool. Neither the Registered Owner nor any Unit Owner will be required to pay rent for the use of the Strata Lot on such Days, but the Unit Owner will pay to the Manager the amounts set out in this Article 7.

#### **7.2 Change in Use**

The Registered Owner will forthwith notify the Manager in writing if the Registered Owner determines or discovers at any time that any Unit Owner will not use the Strata Lot on any of the Days for which the Registered Owner gave notice therefor pursuant to subsection 7.1(4) and (8) and the Manager may then rent out the Strata Lot on such Days.

#### **7.3 Maid Service - Daily**

If the Unit Owner wishes to utilize the maid and linen services offered by the Manager on the Days the Unit Owner uses the Strata Lot, the Unit Owner may do so provided he pays the Manager its daily user fees in respect thereof. The Manager's daily user fees as of the Commencement Date are as follows:

<u>Strata Lot Size</u>	<u>Base Clean</u>	<u>Full Clean</u>
Studio/	\$20.00	\$40.00
One Bedroom	\$30.00	\$60.00
Two Bedroom	\$40.00	\$70.00.

The Manager may change its daily user fee at any time upon notice to the Registered Owner. If the Unit Owner does not pay the Manager's daily user fees, the Manager may deduct such amount from the Owner's Net Rental Revenue and withdraw it from the Owner's Account.

#### **7.4 Maid Service - Change Over**

The Unit Owner will leave the Strata Lot in a reasonable condition following his or her use thereof. The Unit Owner will vacate the Strata Lot by 12:00 noon on the Day following the last evening of the Unit Owner's use thereof. The Unit Owner will pay to the Manager its change over clean up fee after the Unit Owner completes his use of the Strata Lot in accordance with the terms hereof. The Manager's change over clean up fees as of the Commencement Date are as follows:

<u>Strata Lot Size</u>	<u>Change Over Clean Up Fee</u>
Studio/	\$50.00
One Bedroom	\$70.00

Strata Lot Size

Change Over Clean Up Fee

Two Bedroom

\$75.00

The Manager may change its change over clean up fee at any time upon notice to the Registered Owner. If the Unit Owner does not pay the Manager's change over clean up fee the Manager may deduct such amount from the Owner's Net Rental Revenue and withdraw it from the Owner's Account.

**7.5 Use by or on behalf of Registered Owner**

The Registered Owner will be responsible for any use of the Strata Lot by any Unit Owner and any amount payable from any Unit Owner to the Manager hereunder and will cause any Unit Owner to comply with its obligations under this Article 7. Under no circumstances will the Registered Owner or any Unit Owner during the Term directly or indirectly charge rent or accept any form of consideration for the use of the Strata Lot except in accordance with the Rental Pool and this Agreement.

**7.6 No Other Use by Registered Owner**

Neither the Registered Owner nor any Unit Owner will use or permit any person to use the Strata Lot, the Equipment or the Common Property or Common Facilities (including any parking areas within the Common Property) except in accordance with this Article 7 or with the prior written consent of the Manager in its sole discretion.

**7.7 Parking**

Owner agrees that the Manager shall have the right to administer and manage the Parking Areas for the Development including establishing and collecting parking fees for the use thereof by guests of the Development if, the Manager deems that it is appropriate to do so. If the Manager deems that it is appropriate to collect parking fees for use of the Parking Areas any revenue so generated will be included in the definition of Gross Rental Pool Revenue and will not be paid or credited to the Strata Corporation. The Owner covenants and agrees that notwithstanding any designation associated with any portion of the Parking Area for the Development and notwithstanding any bylaw of the Strata Corporation to the contrary, the Owner will not use any parking stall within the parking facility other than in accordance with this section 7.7.

**ARTICLE 8  
MISCELLANEOUS**

**8.1 Cooperation**

The parties will at all times during the Term act in good faith, cooperate and act reasonably in respect of all matters within the scope of this Agreement.

**8.2 Proxies**

Subject to any previous appointment of any mortgagee of the Strata Lot, the Owner will, upon request by the Manager, nominate, constitute and appoint the Manager to be the proxy for the Owner, to attend in the place and stead and for and on behalf of the Owner at such meetings of the Strata Corporation as the Manager may from time to time and at any time wish to attend, and to act and vote or refrain from acting or voting in the place and stead and for and on behalf of the Owner on any and all matters where the Owner has the power or right to act or vote conferred on it by or under the *Strata Property Act* (British Columbia), the bylaws or rules and regulations of the Strata Corporation as owner of the Strata Lot, including the right of the Manager to collect fees for the use of Parking Areas as described in Section 8.2, or otherwise, except insofar as such action or voting relates to any contract between the Manager and the Strata Corporation. The Owner will promptly execute such proxy or proxies, whether general or specific, as the Manager may hereafter request for the foregoing purpose. Nothing contained in this section 8.2 will require the Manager to attend any meeting of the Strata Corporation or act or vote in any particular way and the Owner acknowledges and agrees that the Manager will not be directly or indirectly liable to the Owner or any person claiming through or under the Owner in connection with the Manager's exercise or failure to exercise any of such rights provided that the Manager acts in good faith.

**8.3 Approval by the Owner**

Whenever any matter pursuant to or arising out of this Agreement is left to the discretion or approval or disapproval of the Owner, the Owner will notify the Manager of his decision promptly and any approval requested by the Manager will not be unreasonably withheld or delayed; provided that it shall be unreasonable to deny or refuse consent or approval of any matter if the effect of such denial or refusal would prevent or hinder the operation or maintenance of the Cottage Lots or the Lodge Lots or the Strata Lot at a level consistent with a First Class Luxury Lodge. In the absence of a notification from the Owner within 7 days after any matter arises the Manager will be entitled (but not obligated) to make such decision on behalf of the Owner. The Manager will not be responsible for any decisions so made or for the failure of the Manager to make any such decision provided that the Manager has acted in good faith.

**8.4 Relationship**

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

#### **8.5 Notices**

Any payment, demand or notice in connection with this Agreement will be delivered, telecopied or sent by postage prepaid mail and addressed to the parties at their addresses first above written, or at such other address as either party may specify in writing to the other in the manner set forth in this section 8.5. No notice from the Owner to the Manager will be effective unless the Owner has provided a copy thereof to the registered owner of the strata lot containing the front desk and other management facilities used or occupied by the Manager in connection with managing the Lodge Lots and Cottage Lots, to the address set out on the title to such strata lot or such other address as the Manager specifies to the Owner in writing. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by telecopy, or on the sixth business day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be delivered or sent by telecopy rather (if available) than mailed.

#### **8.6 No Waiver**

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

#### **8.7 Applicable Laws**

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

#### **8.8 Canadian Funds**

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

#### **8.9 Entire Agreement**

This Agreement constitutes the entire agreement between the parties and will not be modified or amended except by an instrument in writing signed by each of the parties.

#### **8.10 Non-Limiting**

The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation") is used with reference thereto.

#### **8.11 Gender and Number**

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

#### **8.12 Joint and Several**

If the Owner is more than one person, all of the covenants and liabilities of the Owner are joint and several.

#### **8.13 Enurement**

This Agreement will enure to the benefit of and be binding upon the heirs, executors, legal representatives, successors and permitted assigns of the parties.

**8.14 Execution by Telecopy**

This Agreement may be executed by the parties and transmitted by telecopy and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

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

**BY THE MANAGER:**

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

**BY THE OWNER:**

if a corporation:

\_\_\_\_\_

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

if an individual:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness:



**EXHIBIT "S"**  
**Unit Factoring**

<b>Lodge Units</b>		<b>Cottage Units</b>	
<b>Strata Lot</b>	<b>Unit Factor</b>	<b>Strata Lot</b>	<b>Unit Factor</b>
5	0.0075	75	0.0153
6	0.0051	76	0.0105
7	0.0072	77	0.0153
8	0.0050	78	0.0155
9	0.0071	79	0.0106
10	0.0049	80	0.0155
11	0.0070	81	0.0068
12	0.0047	82	0.0096
13	0.0070	83	0.0096
14	0.0049	84	0.0067
15	0.0073	85	0.0069
16	0.0073	86	0.0097
17	0.0051	87	0.0097
18	0.0074	88	0.0068
19	0.0073	89	0.0059
20	0.0103	90	0.0085
21	0.0105	91	0.0061
22	0.0085	92	0.0088
23	0.0061	93	0.0059
24	0.0083	94	0.0085
25	0.0059	95	0.0061
26	0.0079	96	0.0088
27	0.0055	97	0.0061
28	0.0076	98	0.0087
29	0.0052	99	0.0063
30	0.0074	100	0.0090
31	0.0051	101	0.0061
32	0.0073	102	0.0088
33	0.0050	103	0.0064
34	0.0072	104	0.0091
35	0.0049	105	0.0082
36	0.0049	106	0.0089
37	0.0074	107	0.0065
38	0.0051	108	0.0092
39	0.0077	109	0.0058
40	0.0077	110	0.0086
41	0.0054	111	0.0062
42	0.0078	112	0.0089
43	0.0075	113	0.0056
44	0.0104	114	0.0079
45	0.0106	115	0.0060
46	0.0086	116	0.0081
47	0.0062	117	0.0057
48	0.0085	118	0.0079
49	0.0060	119	0.0060
50	0.0080	120	0.0082
51	0.0055	121	0.0054
52	0.0078	122	0.0076
53	0.0053	123	0.0058
54	0.0075	124	0.0079
55	0.0052	125	0.0054
56	0.0074	126	0.0075
57	0.0051	127	0.0058
58	0.0073	128	0.0078
59	0.0051	129	0.0051
60	0.0051	130	0.0073
61	0.0076	131	0.0055
62	0.0053	132	0.0076
63	0.0079	133	0.0050
64	0.0079	134	0.0072
65	0.0056	135	0.0054
66	0.0080	136	0.0075
67	0.0077		
68	0.0164		
69	0.0152		
70	0.0149		
71	0.0093		
72	0.0088	<b>TOTAL</b>	<b>1.0000</b>
73	0.0085		
74	0.0083		

