

**Letter "B" - Transfer of Heritage Density
(to response to prior to conditions of development application approval)**

November 25, 201 d aj

City of Vancouver
Development Services
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: Project Facilitator

Dear Sir or Madam:

Re: Transfer of Heritage Density

349 West Georgia (receiver site)
receiver site address

1285 West Pender (donor site)
donor site address

This is to confirm that Evergreen Building Ltd (the "Donor Site Owner"), as the registered owner of a heritage donor site at 1285 West Pender Street PIO 007-250-525 Lot E, Exept Part Dedicated Road on Plan BCP33095 Block 29 DL 185 Plan 17825 (civic address and legal description), has entered into a legal agreement (the "Heritage Density Transfer Agreement") providing for the sale of 53,882 (amount) sq. ft. of heritage density (the "Heritage Density") at a cost of \$ 85.94 per sq. ft. (the "Density Transfer") and total value of \$ 3,922,387.54 to 8384410 Canada Inc (the "Receiver Site Owner") for the benefit of the proposed development of 349 West Georgia Street (legal description attached as Schedule A) (civic address and legal description) (the "Receiver Site") pursuant to the Development Application.

The Donor Site Owner and the Receiver Site Owner represent and warrant to the City as follows: (complete as appropriate)

- I. The Heritage Density was created by:
 - 0 enactment of CD by-law No. , OR
 - 1 enactment of the Heritage Agreement by-law No. 9394 and the filing of notice of the Heritage Agreement as a legal notation against title to the Donor Site under Land Title Office registration No. 8857580
2. That any required restoration covenant has been executed and registered in the Land Title Office under registration No. .
3. That permits have been issued for the rehabilitation of the heritage building. Development Permit No. ; Building Permit No. .

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4. That the Donor Site is currently possessed of the Heritage Density, and the Heritage Density is available for transfer to the Receiver Site and has not been transferred, sold or committed to any other site.
5. That the Donor Site Owner has completed one of the following (collectively, the "Transfer Conditions") to the satisfaction of the City's Director of Planning:
 - IX completed the rehabilitation of the heritage building on the Donor Site pursuant to the Heritage Agreement; OR
 - D provided a Letter of Credit; OR
 - D completed sufficient rehabilitation of the heritage building, as supported by a Progress Report, to warrant a partial release of density.

The Donor Site Owner and the Receiver Site Owner acknowledge and agree that the City will rely on the representations made by the Donor Site Owner and the Receiver Site Owner herein and that the City will not be responsible for any errors or misrepresentations contained herein.

The Donor Site Owner advises that if the City effects this transfer that the remaining balance of available transferable Heritage Density on the Donor Site shall be a total of 123,118 (amount) sq. ft. (i.e. Box F in table).

The Donor Site Owner and the Receiver Site Owner acknowledge and agree that if, following the transfer of the Heritage Density from the Donor Site to the Receiver Site by the City, the City determines that any of the representations made herein are inaccurate and/or the Transfer Conditions have not been fulfilled as required by the Director of Planning/Heritage Agreement, the City may take any steps it deems necessary to prevent further development of the Receiver Site pursuant to the Development Permit, including without limitation, withholding issuance of any building permits or occupancy permits.

The Donor Site Owner and the Receiver Site Owner hereby agree to jointly indemnify and save harmless the City of Vancouver from any lawsuits, costs, suits or liabilities of any kind which may be incurred by the City which would not or could not have been incurred but for the Heritage Density Transfer Agreement between the Donor Site Owner and the Receiver Site Owner to effect a transfer of the Heritage Density or any breach thereof and/or a failure, for any reason whatsoever, of the Donor Site Owner to fulfill any of the Transfer Conditions.

The Donor Site Owner and the Receiver Site Owner hereby agree to release the City from any cost, losses, suits, or liabilities of any kind which may be incurred by the Donor Site Owner and/or the Receiver Site Owner, and which would not or could not have been incurred but for the Heritage Density Transfer Agreement between the Donor Site Owner and the Receiver Site Owner to effect a transfer of the Heritage Density or any breach thereof and/or a failure, for any reason whatsoever, of the Donor Site Owner to complete or fulfill any of the Transfer Conditions.

In the event of conflict between the terms and conditions of this Letter B and the Heritage Agreement and/or Restoration Covenant described above, the terms and conditions of the Heritage Agreement and/or Restoration Covenant shall prevail.

Donor Site Table

(Note: Donor Site Owner is responsible for ensuring data in table is correct.)

A. Total transferable density awarded to the Donor Site by the Heritage Agreement or Rezoning	177,000	ft ²
Transfers approved to date (that is, receiver site's Development Permit or Rezoning approved with conditions)		
Address of receiver site(s)	DE#/RZ#	Amount transferred
		ft ²
		ft ²
		ft ²
		ft ²
		ft ²
B. Total transfers approved to date	0	ft ²
C. Total density available for transfer (A - B)	177,000	ft ²
D. Other transfer agreements not yet approved by the City	0	ft ²
E. Transfer amount proposed in this transaction	53,882	ft ²
F. Total density available after proposed transfer (C - (D + E))	123,118	ft ²

Eveilding Ltd.
 (Donor Site Owner - insert complete legal name)


8384410 Canada Inc.
 (Receiver Site Owner - insert complete legal name)

(Note: If an owner is a registered corporation, the Authorized Sign_nature of the Corporation must sign this letter.)

cc: Heritage Planning Analyst, Heritage Group
 Development Officer, Real Estate Services

April 12, 2007