

CO-OPERATIVE CARSHARING AGREEMENT

This Agreement made the 18 day of Dec, 2009

BETWEEN:

MODO CO-OPERATIVE
200 - 470 Granville Street
Vancouver, B.C.
V6C 1V5

("Modo")

AND

1172873 BC LTD.
4520 West Saanich Road
Victoria, BC
V8Z 3G4

("Developer")

WHEREAS:

- A. Developer intends to construct, in phases, a residential strata titled development including two hundred and forty-seven (247) residential strata lots on the lands located at 605, 607, 609, 615, 629 Speed Avenue and 606, 612, 618 Frances Avenue in Victoria, British Columbia and more particularly known and described as

**PIDS: 000-202-720, 009-152-211, 009-152-245,
009-152-261, 009-152-288, 009-152-326, 009-152-369**

Legal Lot Descriptions:

**LOT 16, SECTION 4, VICTORIA DISTRICT, PLAN 358
LOT 18, SECTION 4, VICTORIA DISTRICT, PLAN 358
LOT 19, SECTION 4, VICTORIA DISTRICT, PLAN 358
LOT 20, SECTION 4, VICTORIA DISTRICT, PLAN 358
LOT 21, SECTION 4, VICTORIA DISTRICT, PLAN 358
LOT 22, SECTION 4, VICTORIA DISTRICT, PLAN 358, EXCEPT THE
WESTERLY 10 FEET
LOT 23, SECTION 4, VICTORIA DISTRICT, PLAN 358**

(the "Development");

- B. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;

- C. To become a member-owner of Modo, individuals must purchase membership shares in Modo at a par value of \$10.00 (each a "**Membership Share**" and together, the "**Membership Shares**");
- D. As a condition of approving the Development, the municipality of Victoria, British Columbia (the "**Municipality**") requires the Developer to provide two (2) co-operative vehicle(s) (each a "**Shared Vehicle**" and, collectively, the "**Shared Vehicles**") in connection with the Development and to be available as part of a service to share the use of the Shared Vehicles (the "**Carsharing Program**");
- E. In addition, the Municipality requires the Developer to designate two (2) parking spaces at the Development for the exclusive use of the Shared Vehicles (the "**Shared Vehicle Parking Spaces**" as set out in Schedule A hereto) in compliance with the construction standards for shared vehicle parking space as set out in Schedule B hereto and free-of-charge to Modo;
- F. In addition, the Municipality requires the Developer to provide an incentive for future residents of the Development allowing them to join Modo without the need to themselves pay a membership fees;
- G. Modo will deliver the Shared Vehicles to the Shared Vehicle Parking Spaces and will make the Shared Vehicles available for use in accordance with the terms of this Agreement;
- H. Modo will, at its cost, operate, maintain, repair, and insure the Shared Vehicles, and administer the service to share the Shared Vehicles (collectively, the "**Services**");
- I. Developer and Modo intend that the Shared Vehicles will be available for use by all members of Modo (collectively, the "**Modo Members**" and each a "**Modo Member**"), including the residents of the Development who become Modo Members; and,
- J. Certain capitalized terms used in this Agreement and not otherwise defined will have the meanings given to them set out in Part I. [Definitions].

NOW THEREFORE in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency whereof is by each hereby acknowledged) and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. DEFINITIONS

"Agreement" means this agreement, any schedules attached hereto which are referred to in this agreement, and every properly executed instrument which by its terms amends, modifies, supplements, or extends this agreement;

"Developer" means the party defined as Developer on the first page of this Agreement and any of its heirs, executors, administrators, successors, assigns, subsidiaries or nominees who may assume the right, title or interest in the Development and/or this Agreement from the Developer named herein, and expressly includes any party which may manage or operate the Development for the Developer from time to time;

"EV Stations" means the electric vehicle charging stations to be provided, installed, maintained and replaced by Modo, at Modo's sole cost, to be used for the sole purpose of charging the Shared Vehicles, and to be located next to the Shared Vehicle Parking Spaces and two (2) energized electrical outlets each capable of 240 Volts and 30 Amps provided by Developer (the **"EV Station Electrical Outlets"**);

"Mediator" means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;

"Membership Obligations" means and includes any and all obligations or liabilities that a member of the Modo or other person who participates in Modo's activities, including any resident of the Development, may have or incur to Modo or any other member of Modo or any other person as a result of or in connection with such membership in Modo, participation in the activities of Modo, use of Modo's vehicles, or otherwise associated with the ownership of shares of Modo including, without limiting the generality of the foregoing, the obligation to pay any fee, monthly administrative fee, charge, fine or other cost to Modo or any other person;

"Partnership Membership" means the Strata Corporation's membership in Modo by way of ownership of the Membership Shares;

"Partner User" means a Resident (as defined below) of the Development who benefits from Modo membership privileges by way of the Partnership Membership;

"Rental Agreements" mean agreements between parties and owner(s) of strata lots part of the Strata Corporation for the occupancy of residential units within the Development for any length of time and **"Rental Agreement"** means any one of them;

"Residents" means collectively, the residents of the Development and **"Resident"** means any one of them;

"Shared Vehicle Minimum Term" means the term of three (3) years for each Shared Vehicle, commencing from the later of the date of issuance of the occupancy permit of the Development or the first date that the applicable Shared Vehicle is made available for use by Modo Members at a Shared Vehicle Parking Space;

"Strata Corporation" means the strata corporation to be formed pursuant to the *Strata Property Act*, S.B.C. 1998, c. 43, upon deposit of the Strata Plan at the Victoria Land Title Office;

"Strata Lot" means a strata lot shown on the Strata Plan;

"Strata Plan" means the strata plan of the Development;

"Sustainable Usage Levels" means the level of use of the Modo vehicles by members that remains cost-effective to meet Modo's usage goals; and,

"Term" has the meaning ascribed thereto in Part VIII.

II. PROJECT FEE

1. At least sixty (60) days prior to issuance of an Occupancy Permit for the first phase of the Development (the **"Occupancy Permit"**), the Developer will pay to Modo the aggregate sum of \$73,500.00 inclusive of fees and taxes (the **"Project Fee"**) representing the following:
 - a. \$1,000.00 for the purchase of the one hundred (100) Membership Shares (the **"Subject Shares"**), and
 - b. \$72,500.00 for the purchase of the Shared Vehicles.
2. Upon payment of the Project Fee, Modo will issue the Subject Shares to the Developer together with a receipt for payment of the Project Fee.

III. BENEFITS AND OBLIGATIONS OF DEVELOPER

3. After filing the strata plan for phase 1 of the Development and payment of the Project Fee, thereby creating the Strata Corporation, the Developer, Modo, and the Strata Corporation (by way of a direction given by the Developer) will execute an assumption agreement (the **"Assumption Agreement"**) in respect of which:
 - (i) the Developer's interest and obligations under this Agreement; and

- (ii) the Subject Shares (which together form a Partnership Membership)
- will be assigned to the Strata Corporation, and the Developer thereafter will be relieved of all further obligation and liability to Modo however and whenever arising.
4. For greater certainty, the Strata Corporation will hold the Subject Shares on behalf of Residents who become Modo Members, subject to Article 19.
 5. During the Term, the Developer agrees (and in accordance with the Assumption Agreement the Strata Corporation will agree):
 - (a) to designate the Shared Vehicle Parking Spaces for the exclusive use of Modo, free-of-charge and in compliance with the standards defined in Schedule B;
 - (b) that Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicles;
 - (c) subject to Article 47, the Shared Vehicle Parking Spaces will be accessible to and exclusively useable by Modo Members on a 24 hours a day, 7 days a week basis;
 - (d) Modo is authorized to remove any of unauthorized vehicles parked in the Shared Vehicle Parking Spaces at Modo's cost or alternatively at the cost at the vehicles owners' risk and expense, but at no cost to the Strata Corporation.
 6. Developer will permit Modo, at Modo's sole cost, to connect the EV Stations to the EV Station Electrical Outlets, prior to the issuance of the Occupancy permit.
 7. Developer agrees that the EV Stations and EV Station Electrical Outlets will be for the exclusive of Modo during the term of this Agreement.
 8. At least sixty (60) calendar days prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer shall provide written notice to Modo of such estimated date (the "**Estimated Occupancy Date**").
 9. Developer shall further provide Modo with written notice of the issuance of the occupancy permit for the Development (the "**Commencement Date**").
 10. Developer acknowledges and agrees that the Residents will not automatically become Modo Members and must join Modo and meet Modo's membership requirements in order to be eligible to use the Shared Vehicles and participate in the Carsharing Program.

11. Subject to Article 46 herein, Developer will cause bylaws in the form attached hereto as Schedule C to be included with the bylaws filed with the stratification documents of the Strata Corporation.
12. Developer agrees that Modo will not be under any obligation whatsoever to provide the Services or issue the Subject Shares if Modo has not received full payment of the Project Fee from Developer by the required deadline set out in Article 1 of this Agreement.
13. Developer warrants that it will cause its subsidiaries, any successors or assigns of Developer and any party which may manage or operate the Development from time to time its interests to be bound by the terms of this Agreement.

IV. BENEFITS AND OBLIGATIONS OF THE STRATA CORPORATION

14. The Subject Shares will be registered in the name of the Strata Corporation. The Strata Corporation will be the legal owner of the Subject Shares, but the beneficial interest will vest in those Residents subject to the conditions set out in Article 15.
15. The Assumption Agreement will include provisions by which the Strata Corporation will agree, on behalf of Residents, that:
 - (a) a Resident of the Development may only have the benefit of the Partnership Membership for as long as the Resident is the registered owner of a Strata Lot or is authorized to occupy a Strata Lot by the terms of a Rental Agreement;
 - (b) no Resident will have any right to require Modo to redeem Subject Shares held by the Strata Corporation for the benefit of such Resident or to receive any amount that may be payable upon the redemption thereof; and
 - (c) each Resident of the Development will be responsible for and will save Developer, the Strata Corporation and their council members, directors, employees contractors, successors, or assigns harmless from any and all Membership Obligations incurred and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's participation in the Services or otherwise associated with the Subject Shares of, or membership in, Modo held by the Strata Corporation or their subsidiaries or any successors or assigns for the benefit of such Resident.
16. Every six (6) calendar months during the term of this Agreement commencing on the Commencement Date, Modo will provide the Strata Corporation in writing the names of all Partner Users. Within thirty (30) calendar days after receipt of this

information, the Strata Corporation will inform Modo in writing which Partner Users have ceased to be Residents, and unless otherwise advised, Modo will cancel the former Residents' benefits of the Partnership Membership.

17. Once the Strata Corporation assumes the obligations under this Agreement, the Strata Corporation covenants and agrees with Modo that the Strata Corporation will use reasonable commercial efforts to cause the Residents, including their heirs, administrators and assigns, to the extent applicable to them to comply with Modo Co-operative Membership Shares Bylaw, including those bylaws from Schedule C to be incorporated into the Bylaws of the Strata Corporation.
18. The Strata Corporation agrees to pay for the electricity withdrawn from the EV Station Electrical Outlets.

V. BENEFITS AND OBLIGATIONS OF MODO

19. Modo agrees that the Partnership Membership will allow up to one hundred forty-seven (147) Residents of the Development to become Partner Users.
20. Modo will use the Project Fee, less the amount required to purchase the Subject Shares, to purchase two (2) new four-wheeled automobiles for use as the Shared Vehicles, and will provide Developer with a copy of the Shared Vehicles' registration evidencing that the Shared Vehicles are registered in the name of Modo together with proof of insurance.
21. Within two (2) business days of the Commencement Date, Modo will deliver the Shared Vehicles to the Shared Vehicle Parking Spaces and shall make the Shared Vehicles available for use by the Modo Members in accordance with the terms of this Agreement and pursuant to the deployment sequence of the Shared Vehicles (the "**Shared Vehicle Deployment Sequence**") as set out in Schedule D hereto.
22. In the event that the Occupancy Permit is not issued within thirty (30) days of the Estimated Occupancy Date or if access to the Shared Vehicle Parking Spaces is not in accordance with Article 5 or if access to the EV Station Electrical Outlets are not in accordance with Article 7, Modo reserves the right to park the Shared Vehicles at another location suitable for its use within the Carsharing Program and make them available for use by Modo Members, provided always that Modo shall deliver the Shared Vehicles to the Shared Vehicle Parking Spaces within two (2) business days following the Commencement Date in accordance with Articles 9 and 21.
23. Modo agrees to provide the Shared Vehicles for the use of Modo Members and to cause the Shared Vehicles to be parked in the Shared Vehicle Parking Spaces at all times when not in use by a Modo Member and when not being repaired or serviced. For greater certainty, Modo will not be responsible for any costs in

respect of the use of and access to the Shared Vehicle Parking Spaces during the Term of this Agreement, including, without limitation, the maintenance of the Shared Vehicle Parking Spaces.

24. Notwithstanding the foregoing, Modo must promptly and at its own expense clean up any oil or other substance which spills or leaks from a Shared Vehicle onto the premises of the Development, failing which the Strata Corporation may clean up such spill or leak, and Modo will reimburse the Strata Corporation for the cost thereof.
25. Modo will at its sole expense install appropriate signage on the Shared Vehicle Parking Spaces for the Shared Vehicles.
26. Modo will be solely responsible for providing and paying for the Services, including but not limited to the operation, administration, maintenance, repair and insurance costs in respect of the Shared Vehicles and Carsharing Program in a prudent manner. If a Shared Vehicle is damaged beyond repair during the Shared Vehicle Minimum Term, Modo shall promptly replace such Shared Vehicle with a vehicle of at least equivalent value and function.
27. Modo acknowledges and agrees that neither the Developer nor the Strata Corporation responsible for any costs associated with the Shared Vehicles, EV Stations, Carsharing Program or the Services, including, without limitation, any applicable taxes or delivery fees in respect of the purchase of the Shared Vehicles or any user or membership fees of any of the Residents, beyond the Developer's obligation to pay the Project Fee and the Strata Corporation's obligation to permit use of and access to the Shared Vehicle Parking Spaces and EV Station Electrical Outlets.
28. Modo will pay a fee to the Strata Corporation of an amount equal to the amount paid by the Strata Corporation for the electricity withdrawn from the EV Station Electrical Outlets, based on data logs and reports from the EV Stations. The fee shall be paid in arrears on a quarterly basis, starting on the Commencement Date or such other date as may be agreed upon by the Strata Corporation and Modo.
29. Modo reserves the right to relocate the Shared Vehicles parked in the Shared Vehicle Parking Spaces if access to the Shared Vehicle Parking Spaces is not in accordance with Article 5 for a duration greater than forty-eight (48) consecutive hours and until access to the Shared Vehicle Parking Spaces has been re-established in accordance with Article 5.
30. Modo will provide orientation to all Residents wishing to participate in the Carsharing Program or use Modo vehicles.

31. Modo will provide the Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.
32. Modo represents and warrants that there are no other obligations associated with the holding of the Subject Shares beyond those which are contemplated in this Agreement, in the rules and policies of Modo regarding its shares, or at law.

VI. MARKETING AND MONITORING

33. Modo acknowledges that the Development is a residential development and that the premises within the Development will be occupied by Residents that will change over time.
34. Modo agrees to establish a marketing program (the "**Marketing Program**") where Modo will credit \$100 of driving credits ("**Driving Credits**") to the Modo account of each Resident who becomes a Modo Member, which Driving Credits shall only be applied to fees for usage of Modo vehicles, for the duration of the Shared Vehicle Minimum Term.
35. Throughout the duration of the pre-sale, sale and occupancy phases of the Development, Developer agrees to communicate the benefits of the Carsharing Program to prospective residents and Residents. This will be done through Developer's existing communications channels such as email, website, collateral, sales agents and property managers, with the intent to raise awareness and usage of the Services, and with the information and materials in support provided by Modo, including:
 - (a) a short description of Modo and offer for the Residents on the Development's website;
 - (b) a direct email or mail to the Residents once the first Residents have moved in the Development, with a link to a dedicated "welcome" page on Modo's website;
 - (c) a follow up direct email or mail to the Residents, six (6) months after the first Residents have moved in the Development, with a link to a dedicated "welcome" page on Modo's website; and
 - (d) a small notice (sticker or poster) in a prominent location (i.e. elevator, community room), providing a short description of the offer for Residents.
36. During the Term of this Agreement, Developer and Modo shall allow use of each other's graphics in advertising and promotional activities conducted by either party. Such use of graphics must be in a manner whereby the graphics remain in their original form and approved by each party in writing.

37. Developer and Modo shall only use each other's wordmarks, logos or trade names during the Term of this Agreement solely in connection with activities relating to the Development. Any other use must receive the prior written approval of each party (by mail or electronic mail).
38. Developer shall permit Modo to monitor the impacts of its Services by facilitating the administration of monitoring measures including, but not limited to, the distribution of emails, surveys and questionnaires for the Residents relative to the Services, provided that the Residents, in their sole discretion, may elect not participate in any such monitoring measures.

VII. SECURITY INTEREST

39. Subject to receipt of the Project Fee, Modo agrees to grant to Developer a security interest in the Shared Vehicles and to execute a security agreement in the form attached as Schedule E hereto.
40. Modo acknowledges and agrees that Developer may register a security interest in the Shared Vehicles for a term equal to the Shared Vehicle Minimum Term in the British Columbia Personal Property Registry and that on completion of construction of the Development the security interest may be assigned to the Strata Corporation.

VIII. NO FIXED TERM

41. This Agreement shall not have a fixed term and shall continue in full force and effect until terminated in accordance with Parts X and XII provided that Modo agrees to provide the Services for a minimum term equal to the Shared Vehicle Minimum Term.

IX. MUTUAL REPRESENTATION

42. Each Party represents and warrants to the other that:
 - (a) it is an entity duly organized and validly existing under the laws of its jurisdiction of organization or incorporation;
 - (b) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and
 - (c) this Agreement has been duly executed and delivered on its behalf and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

X. TERMINATION AND AMENDMENT

43. Developer and Modo agree that, if after execution of this Agreement, the Developer does not receive approval for a building permit for the Development from the Municipality, this Agreement shall be terminated and both parties will be relieved of their obligations herein.
44. No amendment, addition, deletion or other modification to this Agreement shall be effective unless in writing and signed by each party.
45. This Agreement shall only be amended or terminated with the prior written consent of the General Manager of Engineering Services of the Municipality.
46. Notwithstanding Article 44, Modo reserves the right to amend the rules governing the memberships and related ownership of the Subject Shares as set out in Schedule C. Upon any amendments, Modo shall immediately notify the Strata Corporation, following which the Strata Corporation will notify the Residents of such amendments.
47. Notwithstanding Article 44, Developer and Modo agree that, if the usage of a Shared Vehicle falls below Sustainable Usage Levels, and only after the Shared Vehicle Minimum Term of such a Shared Vehicle has expired, Modo may exercise its right, in its sole discretion, to: (i) replace such a Shared Vehicle with any vehicle of Modo's choice, or (ii) re-locate such a Shared Vehicle from the Shared Vehicle Parking Spaces, in each case so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.
48. In the event of an Article 47 relocation of all Shared Vehicles, Developer will be relieved of its obligations set forth in Articles 5 to 7 and Modo will be relieved of its obligations set forth in Articles 23 to 28. For the avoidance of doubt, in the event of an Article 47 replacement of a Shared Vehicle, the parties shall not be relieved of their obligations set forth in this Article 48.
49. If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, Modo, in its sole discretion, may cancel the Subject Shares held by the Strata Corporation, and the Strata Corporation will not be entitled to a refund of the Subject Shares purchase price.
50. Either party shall have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.

XI. DEFAULT

51. A party claiming default under the terms of this Agreement must provide the defaulting party with written notice of the default. If the defaulting party fails to correct the default within thirty (30) calendar days of receipt of such written

notice, the party claiming default may proceed with the dispute resolution procedures provided for herein.

XII. DISPUTE RESOLUTION

52. If a dispute arises between the parties in connection with this Agreement, then Developer and Modo agree to use the following procedure to resolve the dispute:
- (a) if the dispute remains unresolved for twenty (20) calendar days after a notice of dispute has been issued as per subsection 52. (b) or if a default is not cured within thirty (30) calendar days after either party notifies the other of such default, the parties shall agree upon and appoint a Mediator for the purpose of mediating such dispute. The appointment of the Mediator shall be carried out in accordance with the terms and conditions of an agreement to be entered into between the parties and the Mediator which will set out the terms of reference for the engagement of the Mediator. The parties shall divide the cost of the Mediator equally. If the parties fail or neglect to agree upon a Mediator within ten (10) calendar days, the Mediator shall be appointed by reference to a Judge of the Supreme Court of British Columbia. No one shall act as a Mediator who has any direct or indirect interest in the subject matter of the Agreement or any direct or indirect interest in the parties to this Agreement;
 - (b) the party initiating the dispute shall send a notice of dispute in writing to the other party which notice shall contain the particulars of the matter in dispute and the relevant provisions of the Agreement. The responding party shall send a notice of reply in writing to the other party to the dispute within ten (10) days after receipt of the notice of dispute, setting out particulars of its response and any relevant provisions of the Agreement;
 - (c) after a period of ten (10) days following receipt of a responding party's written notice of reply, the parties shall request the Mediator to assist the parties to reach agreement on any unresolved dispute. The Mediator shall conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator;
 - (d) if the dispute has not been resolved within ten (10) days after the Mediator was requested under subsection 52.(a) to assist the parties to reach an agreement, or within such further period agreed to by the parties, the Mediator shall terminate the mediated negotiations by giving notice in writing to both parties;
 - (e) except for claims for injunctive relief, all claims, disputes and other matters in question between the parties to the Agreement arising out of or relating to this Agreement which are not resolved by use of the Mediator, shall be

decided by final and binding arbitration before a single arbitrator (the "**Arbitrator**") in accordance with the *Arbitration Act* (British Columbia). The parties shall agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator shall be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator shall not have any direct or indirect interest in the subject matter of the Development or any direct or indirect interest in either party or subsidiaries of the parties to this Agreement. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person not a party to this Agreement, except by written consent containing specific reference to this Agreement and signed by each party and any other person sought to be joined. This provision shall be specifically enforceable in any Court of competent jurisdiction;

- (f) the parties covenant and agree that the Arbitrator appointed hereunder has the power, among other things, to specifically declare that a party to this Agreement is in default of the terms of the Agreement and, in appropriate circumstances, declare that the Agreement is terminated and award damages for breach of contract or otherwise;
- (g) the award rendered by the Arbitrator shall be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction within the Province of British Columbia; and
- (h) unless otherwise agreed in writing by the parties, the parties shall continue to meet their obligations under this Agreement while the mediation and arbitration processes are continuing.

53. The dispute resolution provisions herein shall survive termination of this Agreement.

XIII. NOTICES

54. Notices under this Agreement shall be provided in writing to the following the addresses or electronic mail addresses set out below:

1172873 BC LTD.
4520 West Saanich Road
Victoria, BC, V8Z 3G4
Email: info@gericconstruction.com

MODO CO-OPERATIVE
200 – 470 Granville Street
Vancouver, BC, V6C 1V5
Email: info@Modo.coop

55. All notices are deemed to have been delivered on the next business day following their posting or emailing.
56. Addresses for notice may be amended by written notice from one party to the other.

XIV. ASSIGNMENT

57. Neither party shall transfer or assign this Agreement to any other party without the prior written consent of the parties to this Agreement, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Developer may assign the Subject Shares and this Agreement (to the extent that it relates to the Subject Shares) to the Strata Corporation without Modo's prior consent but on notice to Modo.

XV. INDEMNITY

58. Each party agrees to indemnify and save harmless the other parties from and against all losses, costs, damages, suits, actions, causes of action, claims or demands in any way resulting from, connected with or arising out of the first party's breach of its obligations under this Agreement.

XVI. GENERAL

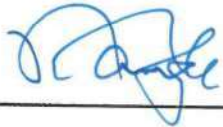
59. Nothing in this Agreement nor the acts of the parties shall be construed, implied or deemed to create an agency, partnership or joint venture relationship between the parties. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
60. This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
61. Any provision of this Agreement that is or becomes unenforceable shall be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, each of

the parties hereby waives any provision of law that renders any provision hereof unenforceable in any respect.

62. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given. A failure to enforce any breach of this Agreement by any party does not constitute a waiver of such breach or any provision of this Agreement by such party.
63. This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, respective successors and permitted assigns.
64. The parties shall at all times do, execute, acknowledge and deliver such acts, deeds, agreements and other instruments as may be reasonably necessary or desirable to give full force and effect to the terms of this Agreement.
65. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein and each party irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
66. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means shall be equally effective as delivery of a manually executed counterpart thereof.

AS EVIDENCE OF THEIR AGREEMENT, the parties have executed this Agreement as of the date first written above.

MODO CO-OPERATIVE



Name: Patrick Nangle

Title: CEO

172873 BC Ltd.

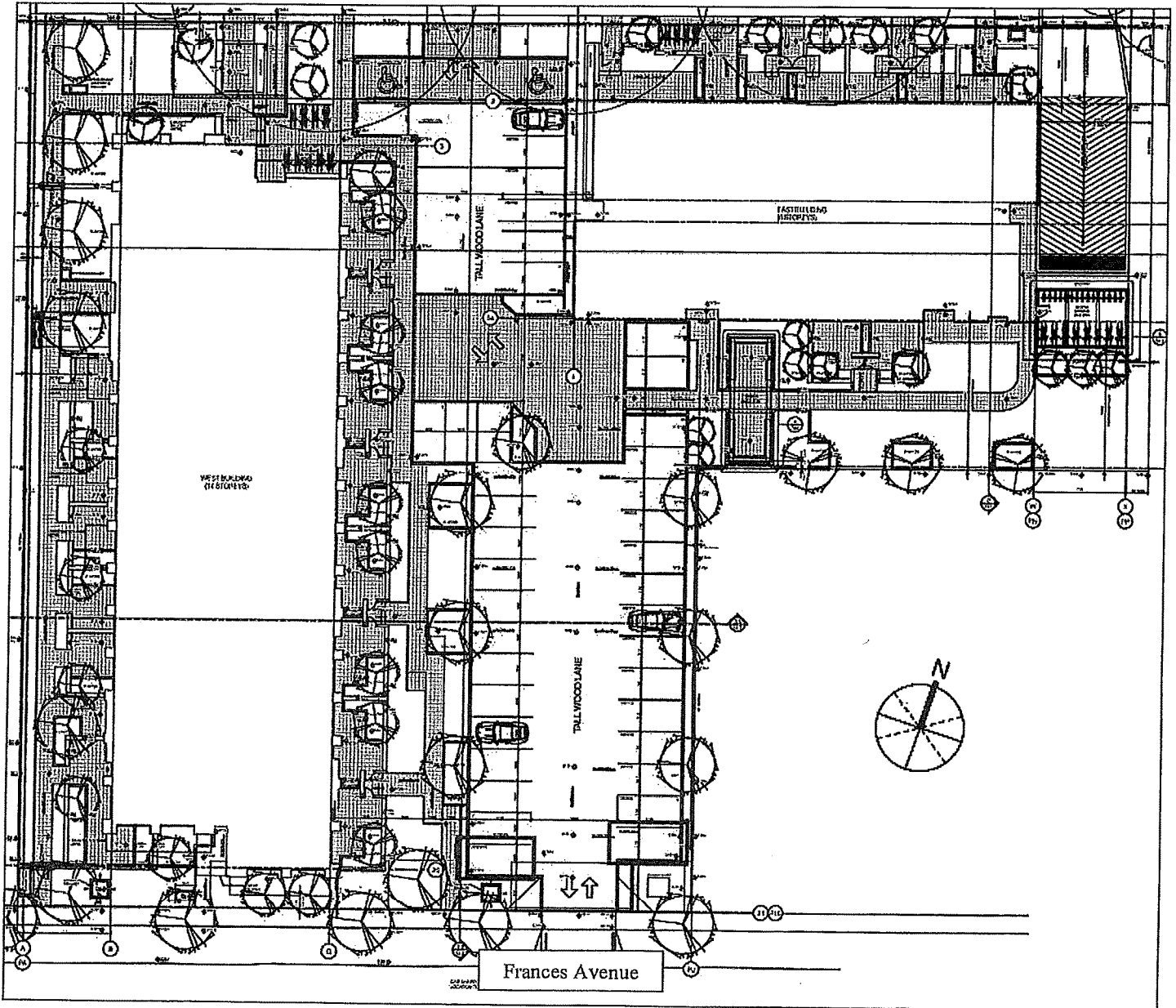


Name: EDWARD GERIC

Title: PRESIDENT

**SCHEDULE A
SHARED VEHICLE PARKING SPACES FOR SHARED VEHICLES**

Speed Avenue



SCHEDULE B
CONSTRUCTION STANDARDS FOR SHARED VEHICLE PARKING SPACE

The Shared Vehicle Parking Space shall be constructed to the satisfaction of the General Manager of Engineering Services and the Chief Building Official of the municipality where the Shared Vehicle Parking Space is being constructed, and in accordance with the following specifications and requirements:

A. General

The Shared Vehicle Parking Space shall be constructed, finished and designated in accordance with applicable municipal building permits, by-laws, policies and guidelines, including the municipal standards as required by the Parking By-law and Building By-law applying to the property upon which the Shared Vehicle Parking Space is being constructed.

B. Dimensions

The Shared Vehicle Parking Space dimensions shall be standardized:

- The minimum height shall be 2.0 meters.
- The minimum width shall be 2.9 meters.
- The minimum length shall be 5.5 meters.

Tandem parking shall not be permitted. Perpendicular and angle parking shall be preferred.

Where one side of a Shared Vehicle Parking Space abuts any portion of a fence or structure, there shall be a horizontal clearance of at least 30 centimetres between such side of the Shared Vehicle Parking Space and the said fence or structure.

C. Location

It is preferred to locate the Shared Vehicle Parking Space at either street level or lane level. If locating the Shared Vehicle Parking Space at street level or lane level is not feasible, the Shared Vehicle Parking Space shall be located at the parking level of the parkade closest to the street level, second only in selection to the siting of disability parking spaces.

If the Shared Vehicle Parking Space is located underground or above ground, the location of the Shared Vehicle Parking Space will be chosen to ensure the greatest possible visibility of the space and most convenient access to the building, second only in selection to the siting of disability parking spaces.

When several Shared Vehicle Parking Spaces are provided, the spaces shall be located next to each other or in close proximity.

D. Access

Permitted users of the Shared Vehicle to be parked on the Shared Vehicle Parking Space must have the ability to access the Shared Vehicle Parking Space 24 hours a day, 7 days a week.

The procedure for permitted users to self-access the Shared Vehicle Parking Space by foot when the Shared Vehicle Parking Space is located in a gated parkade shall consist in typing a code on a keypad or swiping a key fob on a fob reader. The procedure shall be simple and consistent to prevent access disruption.

In the event that a keypad is being used to provide access to the Shared Vehicle Parking Space, it should be possible to change the code of the keypad over time.

The procedure for permitted users to depart from and return to the parkade with a Shared Vehicle when the Shared Vehicle Parking Space for the Shared Vehicle is located in a gated parkade shall consist in typing a code on a keypad or swiping a key fob on a fob reader or using a remote control. The procedure shall not require for the permitted users to step out of the Shared Vehicle to perform the procedure.

In the event that remote controls are being used for permitted users to depart from and return to the parkade with a Shared Vehicle, Modo shall be provided with one more remote control than the number of Shared Vehicles to be parked in the parkade.

The location of the Shared Vehicle Parking Space and procedure to access the Shared Vehicle Parking Space in a gated parkade shall be designed to mitigate potential security concerns from users of the parkade.

E. Maneuverability

The location of the Shared Vehicle Parking Space will be chosen to ensure the Shared Vehicle can be parked in the Shared Vehicle Parking Space driving forward with an angle of approach between 0° and 90°.

An angle of approach to park the Shared Vehicle in the Shared Vehicle Parking Space between 90° and 180° or the need to park the Shared Vehicle in reverse shall not be permitted.

The location of the Shared Vehicle Parking Space shall not require a maneuver more complex than a three-point turn to drive the Shared Vehicle out of the Shared Vehicle Parking Space.

If the Shared Vehicle Parking Space is located in a parkade with an entry/exit ramp, the location of the Shared Vehicle Parking Space shall not require for the Shared Vehicle to be driven in reverse to exit the parkade.

F. Signage

The Shared Vehicle Parking Space shall be clearly designated with signage and pavement markings.

Clear, visible and legible signs shall be placed directing users of the Shared Vehicle to the location of the Shared Vehicle Parking Space, indicating which parking space is the Shared Vehicle Parking Space and marking it as being reserved for the exclusive purpose of parking a Shared Vehicle.

A symbol (similar to that approved for a disability space) shall be stamped/painted on the Shared Vehicle Parking Space.

G. Lighting

The Shared Vehicle Parking Stall shall be illuminated to the satisfaction of the General Manager of Engineering Services of the municipality where the Shared Vehicle Parking Space is being constructed

H. Connectivity

Sufficient 3G and/or 4G LTE cellular network reception signal of the cellular network used for the operation of the Shared Vehicle shall be supplied at the Shared Vehicle Parking Space to ensure the reliable operation of the Shared Vehicle service, with:

- a) a Received Signal Strength Indicator (RSSI) for 3G cellular network superior to -86 dBm; and
- b) a Reference Signal Received Power (RSRP) for 4G LTE cellular network superior to -106 dBm.

I. Electric Vehicle charging infrastructure

Shared Vehicle Parking Space shall be provided with an energized electrical outlet capable of providing Level 2 charging (240 Volts/30 Amps) or higher to the Shared Vehicle Parking Space.

SCHEDULE C
MODO CO-OPERATIVE MEMBERSHIP SHARES BYLAW TO BE
INCORPORATED INTO THE BYLAWS OF THE STRATA CORPORATION

1. The strata corporation (the "**Strata Corporation**") for the residential development located at 605, 607, 609, 615, 629 Speed Avenue and 606, 612, 618 Frances Avenue in Victoria, British Columbia (the "**Development**") has assumed, or will assume, an agreement (the "**Co-operative Carsharing Agreement**") with Modo Co-operative ("**Modo**") whereby Modo has issued membership shares (the "**Modo Shares**") in Modo for the benefit of up to one hundred forty-seven (147) current residents of the strata lots in the Development so residents (each a "**Resident**" and together "**Residents**") of the Development can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
2. The Strata Corporation will be the legal owner of the Modo Shares, and a maximum of one hundred forty-seven (147) Residents can, on a continuing basis, enjoy the benefits of Modo Shares subject to meeting Modo's eligibility requirements as set out on Modo's website from time to time.
3. Residents exercising the rights and benefits of Modo membership by way of the Modo Shares owned by the Strata Corporation (each such Resident is referred to herein as a "**Partner User**" and together "**Partner Users**") benefit from the same price plan for usage of Modo vehicles as shareholders of Modo and are not granted voting rights.
4. Each Resident of the Development may apply to become a Partner User, provided that membership privileges are granted to applying and eligible Residents on a first-come, first-served basis and provided further that preference will be given to those Residents who do not, by way of a limited common property designation, assignment of lease, or designation by the strata corporation, enjoy the exclusive use of one or more parking stalls within the Strata Corporation.
5. Each Resident will be responsible for and will save the Strata Corporation or its subsidiaries or any successors or assigns harmless from any and all its obligations incurred and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's use of Modo services or otherwise associated with the Modo Shares of, or membership in, Modo held by the Strata Corporation or its subsidiaries or any successors or assigns for the benefit of such Resident.

6. Residents may make use of Modo vehicles, pursuant to the Co-Operative Carsharing Agreement and pursuant to the policies and rules of membership in Modo.
7. In order for a Resident to become a Partner User, the Resident must apply to Modo, such application including but not limited to the following:
 - a) The Resident, if holder of a driver's licence issued in British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of its current driver's records indicating the address of the Development;
 - b) The Resident, if holder of a driver's licence issued outside of British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of a bill indicating the name of the Resident and address of the Development; and
 - c) The Resident must provide contact information and any other information required by Modo regarding the Resident that would allow Modo to determine if the Resident qualifies to exercise the rights and benefits of membership as provided herein and by the rules and policies of Modo as posted on its website and updated from time-to-time.
8. A Resident eligible for a membership in Modo may only exercise the rights and benefits of membership in Modo if such Resident would otherwise qualify and/or meet the requirements for those rights and benefits as posted on Modo's website and updated from time-to-time.
9. If at any time a Resident does not meet the criteria for the rights and benefits of membership in Modo, then the Resident may not exercise any Modo membership rights and benefits until such time that the Resident may again qualify for the rights and benefits of membership according to the rules for such membership as set out herein and in the rules and policies of Modo.
10. Except as provided in these bylaws, the benefits of Modo membership may only be exercised by Residents when Residents have an interest in a strata lot in the Strata Corporation, and the benefits may not under any circumstances be assigned, transferred or sold by Residents except as provided herein.
11. The Modo Shares owned by the Strata Corporation attach to the strata lots within the Strata Corporation, and the beneficial interest in the Modo Shares vests in the Residents of such strata lots. Residents who lose their interests or

rights in such a strata lot will also lose the benefit of the Modo Shares owned by the Strata Corporation.

12. Every six (6) calendar months, Modo will provide to the Strata Corporation, in writing, the names of all Partner Users. Within thirty (30) calendar days after receipt of this information, the Strata Corporation will inform Modo in writing which Partner Users have ceased to be Residents, and unless otherwise advised, Modo will cancel the former Residents' beneficial interest in the Modo Shares owned by the Strata Corporation.
13. No Resident is entitled to compensation or a refund of the membership share purchase price upon the transfer of any share or benefit as provided herein, and no Resident may demand or otherwise require Modo to refund or redeem the Modo Shares.
14. Partner Users may decide to cease exercising the benefits of the Modo Shares owned by the Strata Corporation, but the Modo Shares remain at all times in the name of the Strata Corporation and attach to the strata lots within the Strata Corporation.
15. Modo reserves the right to revoke membership privileges of any Partner User who does not book a Modo vehicle for twelve (12) consecutive months.
16. Upon destruction of the strata lots in the Development, and if there is a decision to not rebuild such strata lots, then the Modo Shares and the purchase price therefor will be absolutely forfeited to Modo without right of compensation of any kind.
17. The bylaws in this schedule (collectively, the "**Modo Bylaws**") will automatically terminate in the event the Co-operative Carsharing Agreement is terminated.
18. If the Modo Bylaws are repealed or replaced by the Strata Corporation, without Modo's consent, such consent not to be unreasonably withheld or delayed, then the Modo Shares and any beneficial interest therein accruing to the Residents of the Development, as the case may be, may, at the option of Modo, be absolutely forfeited for the Development, as the case may be, to Modo without right of compensation of any kind; provided however that Modo will continue to operate the car sharing program notwithstanding the forfeiture of some or all of the memberships.

19. If the Strata Corporation passes a bylaw allowing strata lots in the Development to be rented, it will use reasonable commercial efforts to provide tenants of the strata lots with a copy the Modo Bylaws.

**SCHEDULE D
SHARED VEHICLE DEPLOYMENT SEQUENCE**

| Shared Vehicle | Location of Shared Vehicle Parking Space | Time of Shared Vehicle deployment | Condition(s) for deployment of the Shared Vehicle | Comments |
|-------------------|---|-----------------------------------|--|----------|
| Shared Vehicle #1 | Shared Vehicle Parking Space at development | As per Article 21 | Shared Vehicle Parking Spaces are accessible as per Article 5 of the Co-operative Carsharing Agreement | |
| Shared Vehicle #2 | Shared Vehicle Parking Space at development | As per Article 21 | Shared Vehicle Parking Spaces are accessible as per Article 5 of the Co-operative Carsharing Agreement | |

**SCHEDULE E
SECURITY AGREEMENT**

BY:

MODO CO-OPERATIVE
200 - 470 Granville Street,
Vancouver, B.C.
V6C 1V5

(the "**Grantor**")

IN FAVOUR OF:

(the "**Secured Party**")

WHEREAS:

- A. The Secured Party has financed the acquisition by the Grantor of _____, Vehicle Identification Number(s):

(the "Shared Vehicles"); and

- B. The Grantor has agreed to deliver this Agreement to create security over the interest it has in the Shared Vehicles for the benefit of the Secured Party.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the Grantors and the Secured Party hereby agree as follows:

1. **Security Interest in the Shared Vehicles.** As security for the performance by the Grantor of its obligations set forth in the Co-operative Carsharing Agreement attached hereto (the "**Co-op Car Agreement**"), the Grantor grants to the Secured Party a security interest (the "**Security Interest**") in all of its present and future right, title and interest in and to the Shared Vehicles.
2. **Grant of Security Interest in Proceeds of Collateral.** The Grantor also grants the Secured Party a security interest in the proceeds derived directly or indirectly from any dealing with the Shared Vehicles, including but not limited to, accounts receivable, bills of exchange, insurance proceeds, chattel paper, intangibles, motor vehicles, and all other after acquired property constituting proceeds. The Grantor

acknowledges that the Security Interest hereby created attaches upon the execution of this Security Agreement, that the value has been given and that the Grantor has rights in the Shared Vehicles.

3. **Use and Location of the Shared Vehicles.** The Grantor will not sell, lease or otherwise dispose of the Shared Vehicles without the prior written consent of the Secured Party and the Grantor will keep the Shared Vehicles in good condition, reasonable wear and tear excepted.
4. **No Liens on Shared Vehicles.** The Grantor shall not permit any lien, charge, encumbrance or security interest (each, a "Lien") to attach to the Shared Vehicles which ranks prior to or equal with or could in any event rank prior to the equal with the rank of the Security Interest. The Grantor shall not enter into any agreement with any person which would obtain prior or equal rank for any Lien over the rank of the 'Security Interest'.
5. **Name of Grantor.** The Grantor covenants not to change its name without giving fifteen (15) days' prior written notice to the Secured Party (so as to enable the Secured Party to amend its registration in respect of this Agreement and protect its rights hereunder).
6. **Default.** It shall be a "Default" under this agreement if
 - a. the Grantor breaches or fails to perform any of the terms, conditions, obligations or covenants to be observed and performed by the Grantor under the Co-op Car Agreement, and persists in such failure or breach after thirty (30) days' notice by the Secured Party requiring that the Grantor remedy such failure or breach,
 - b. the Grantor commits an act of bankruptcy or becomes insolvent or files a proposal or a notice of intention to file a proposal,
 - c. an assignment for the benefit of creditors under applicable bankruptcy or similar legislation is made or a petition is filed,
 - d. an order is made, a resolution is passed, or any other step is taken for the bankruptcy, liquidation, dissolution or winding-up of the Grantor or for any arrangement or composition of its debts, or
 - e. a receiver, receiver and manager or receiver-manager of the Grantor is appointed.
7. **Remedies.** The Security Interest is immediately enforceable, upon the occurrence of a Default, and the Secured Party, at its option, may exercise at any time following such Default any or all of the rights, remedies, privileges and powers available to it under this Agreement, the Personal Property Security Act (British Columbia) or any other applicable legislation. All rights, remedies, privileges and powers of the Secured Party hereunder are cumulative and no such right, remedy, privilege or power is exhaustive but is in addition to each other right, remedy, privilege and power of the Secured Party hereunder or under any other agreement, instrument or document now or hereafter existing at law or in equity or by statute.

8. **Costs of Enforcement.** The Grantor will be responsible for payment of all costs, charges and expenses (including legal costs on a solicitor and own client basis) of the Secured Party of and incidental to any proceeding taken to enforce the remedies of this Agreement.
9. **Loss, Injury or Destruction.** The loss, injury or destruction of the Shared Vehicle shall not operate in any manner to release the Grantor from its obligations to the Secured Party under the Co-op Car Agreement.
10. **Term.** The Security Interest granted hereunder shall terminate and be of no further force and effect as of the expiry of the Shared Vehicle Minimum Term (as defined in the Co-Op Car Agreement).
11. **Amendment.** This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
12. **Binding Effect.** This Agreement shall endure to the benefit of and be binding upon the heirs, executors, administrators, legal and personal representatives, successors and permitted assigns of the parties, as applicable.
13. **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute on and the same instrument.
15. **Execution by Electronic Means.** This Agreement may be executed by the Grantors and transmitted by facsimile or other electronic means, and when it is executed and transmitted this Agreement shall be for all purposes as effective as if the Grantor had delivered an executed original Agreement.

IN WITNESS WHEREOF the Grantor has executed this Agreement on the ____ day of _____, ____.

MODO CO-OPERATIVE

Name: _____

Title: _____

