



November 5, 2018

LETTER OF SUPPORT FOR LAPIS HOMES REZONING APPLICATION OF 939 COLVILLE ROAD AND 825 LAMPSON STREET, ESQUIMALT

Dear Mayor and Council,

As the Business Development Manager for Modo Co-operative, I am writing to you in support of Lapis Homes' proposal for the site located at 939 Colville Road and 825 Lampson Street in Esquimalt.

Modo is a member-owned carsharing co-operative, founded in Vancouver in 1997, which now has more than 20,000 drivers (including 106 who reside in Esquimalt) sharing 650+ vehicles throughout Metro Vancouver, Greater Victoria, Nanaimo and Kelowna — including 68 vehicles in Greater Victoria, three in Victoria west and one in Esquimalt. Modo's purpose is to transform communities by connecting people with places in a way that's affordable, convenient, inclusive and sustainable. We advocate for walking, cycling, using transit and, when the trip requires a vehicle, use of a shared one. More than 80% of individuals using Modo round trip carsharing services primarily rely on active transportation and public transit, with households using Modo reducing their vehicle ownership by 47% after joining the co-operative, resulting in only one in three owning a personal vehicle.

This letter also confirms that Modo sees the location of the proposed development at 939 Colville Road and 825 Lampson Street as becoming an excellent location for carsharing, and as a result Modo and Lapis Homes entered into an agreement to provide carsharing services. If the rezoning application is approved and the development completed, Modo will provide one vehicle located on-site for the benefits of the future residents and community as a whole and grant the right for 10 residents of the development to join Modo without the need to themselves pay a membership fee.

As the population in Greater Victoria continues to increase and new car sales remain high, the need for more people to share fewer cars is more urgent than ever if we want to reduce traffic congestion, demand for parking, and GHGs emissions and improve the livability of our



region. As an organization that exists to serve the needs of its members, we intend to continue expanding and densifying our vehicle network in such way that more Esquimalt residents and businesses can have convenient access to one or more Modo vehicles and can enjoy the social, environmental and financial benefits of carsharing. On average, households using Modo as an alternative to a personally owned vehicle spend \$500 less per month on transportation compared to those who own their own car. That's as much money they can put towards housing, education or anything else that matters to them.

If this rezoning application is approved, the result of our collaboration with Lapis Homes will permit tens of local individuals and families and businesses to save thousands of dollars per year on their transportation expenses, while reducing their carbon footprint and supporting their use of active transportation and public transit.

I strongly encourage the approval of the rezoning of 939 Colville Road and 825 Lampson Street, as the proposed development and carsharing services will allow more people in Esquimalt the ability to move around the region sustainably and reduce their dependency on personally-owned vehicles in support of a more vibrant community.

Regards,

Sylvain Celaire
Business Development Manager

CO-OPERATIVE CARSHARING AGREEMENT

This Agreement made the 6th day of Sept., 2018,

BETWEEN:

Lapis Homes Ltd.

a company duly incorporated pursuant to the laws of British Columbia

("Developer")

OF THE FIRST PART

AND

MODO CO-OPERATIVE

a Cooperative Association incorporated pursuant to
the *Cooperative Association Act* of British Columbia

("Modo")

OF THE SECOND PART

WHEREAS:

- A. Developer is proposing to develop a total of ten (10) residential units on the properties known by their current civic address as 825 Lampson Street and 939 Colville Road, Victoria, B.C. and more particularly known and described as **PIDS: 000-017-817 & 005-752-655; legal lot descriptions: Plan VIP6277, Lot 2, Block 1, Land District 21, Section 10 & Plan 6277, Lot 1, Block 1, Section 10, Esquimalt District (the "Development")**;
- B. Modo is a co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- C. Developer has agreed to provide funding for the purchase of five hundred (500) membership shares in Modo for the benefit of ten (10) individuals occupying the residential units of the Development to become members of Modo without the need for themselves to pay Modo membership fees (the "**Subject Shares**") as set out hereinafter;
- D. Developer has agreed to provide funding for the purchase of one (1) new shared co-op vehicle (the "**Car**");



- E. Developer has agreed to provide one (1) surface level, visible and easily accessible parking space at the Development for the exclusive use of the Car (the "**Carshare Space**") as set out in Schedule A hereto, at no cost to Modo;
- F. Developer and Modo intend that the Car will be available for use by all members of Modo, including the residents of the Development who become members of Modo; and
- G. Modo will, at its cost, operate, maintain, repair and insure the Car and administer the service to share the Car (the "**Carsharing Program**") (collectively, the "**Services**").

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and 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;

"Arbitrator" means a member in good standing of the Arbitrators Association of British Columbia;

"Building Permit" means the building permit issued by the Township of Esquimalt, or applicable local government authority;

"Developer" means the parties of the first part to this agreement and any heirs, administrators, successors, assigns, subsidiaries or nominees of the parties of the first part who may assume the right, title or interest in the Development and/or this agreement from the parties of the first part, and expressly includes any party which may manage or operate the Development from time to time;

"Development" means the strata housing development referred to in Article A of the recitals herein, and includes the properties and the buildings being developed during and after the development has been completed;

"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 Modo or other person who participates in Modo's activities, including any residents 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;

"Occupancy Date" means the date that the Township of Esquimalt issues the first occupancy permit for the Development to be completed;

"Occupancy Permit" means the occupancy permit issued by the Township of Esquimalt or applicable local government on completion of the construction of the Development to be completed;

"Owner" means the first and each subsequent registered owner or owners of a Strata Lot, from time to time;

"Participating Strata Lot" means one of the ten (10) Strata Lots for which the Developer has assigned the Subject Shares;

"Partnership Membership" means fifty (50) allotted Modo Subject Shares with a Subject Share price of \$10, for a total price of \$500, purchased by Developer for one resident of the Development to benefit from Modo membership privileges;

"Project Fee" means the sum paid by Developer to Modo for the implementation of the carshare program, including the provision of Modo memberships and a carshare vehicle;

"Rental Agreement" means any agreement between a party and an Owner for the occupancy of a Strata Lot in the Development for any length of time;

"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;

"Subject Shares" means the specific membership shares in Modo purchased by the Developer on behalf of the Strata Corporations, the beneficial interest in which attaches to the respective Strata Lots;

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

"Tenant" means the first and each subsequent party renting a Strata Lot in the Development, from time to time.

II. OBLIGATIONS OF DEVELOPER

1. Developer will be the owner of the Development, which will contain a total of ten (10) residential units.

2. At least sixty (60) days prior to the date Developer anticipates that the Occupancy Permit for the Development will be issued, Developer will forthwith tender payment of \$17,600.00 inclusive of all taxes and fees (the "**Project Fee**"), to MODO, representing the price to purchase ten (10) memberships at a cost of \$500 per membership, and \$12,000, plus \$600 GST, for the purchase of the Car. Upon receipt of the Project Fee, Modo will issue a receipt to Developer confirming payment of the Project Fee to Modo.
3. If the Township of Esquimalt does not approve a development proposal for 937 Colville Road, Victoria B.C., within sixty (60) days prior to the date the Developer anticipates receiving the Occupancy Permit for the development at 825 Lampson and 939 Colville, the Developer will contribute an additional \$3,000 to the Project Fee.
4. Developer agrees to designate the Carshare Space for the exclusive use of Modo during the term of this Agreement.
5. Developer agrees that Modo will be the sole provider of the Carsharing Program in respect of the Car during the term of this Agreement.
6. Developer and Modo agree that the Carshare Space will be accessible to all members of Modo on a 24 hours a day and 7 days a week basis.
7. Developer permits Modo to directly authorize removal of unauthorized vehicles parked in the Carshare Space through the towing company contracted by Developer, or a towing company of Modo's choice in the event there is not a designated contractor or that the contractor is unavailable. The unauthorized vehicles parked in the Carshare Space would be removed at the vehicles owners' risk and expense.
8. At least sixty (60) days prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer shall provide written notice of such estimated date. Developer shall provide Modo with written notice of the issuance of the Occupancy Permit (the "**Commencement Date**"). Within two (2) business days of the Commencement Date, Modo will deliver the Car and park it in the Carshare Space available for use of the members of Modo in accordance with the terms of this Agreement.
9. Once Developer has provided Modo with a written notice of the estimated date of the Occupancy Permit issuance, if the issuance of the Occupancy Permit is delayed for more than thirty (30) consecutive days, Modo reserves the right to park the Car elsewhere and make it available for use of the members of Modo until the Occupancy Permit has been issued, at which time the Car would be moved to the Carshare Space.

10. The Developer will deposit the Strata Plan of the Development at the Victoria Land Title Office, thereby creating the Strata Corporations pursuant to the Strata Property Act, S.B.C. 1998, c. 43.
11. The Developer will cause the Strata Corporation of the Development to become party to this Agreement at its inception upon the deposit of the Strata Plans with the Victoria Land Title Office and the creation of the Strata Corporations. Upon fulfillment of the Developer's obligations, the Developer shall assign all its obligations and benefits under this Agreement to The Owners of Strata Corporation created in respect of the Development. Upon delivery of written notice of such assignment to Modo, the obligations of Developer herein will be the sole responsibility of the Strata Corporation and the liability of Developer herein will cease.
12. Upon stratification as carried out under Articles 10 and 11, and on completion of the Developer's obligations under Articles 2 and 3, the Developer will cause all Subject Shares for each of the ten (10) Participating Strata Lots to be transferred to each Owner of a Participating Strata Lot by way of the Strata Corporation subject to Article 16 herein.
13. Subject to Article 32 herein and concurrent with stratification, the Developer will ensure that a bylaw in the form attached hereto as Schedule B will be included with the bylaws filed with the stratification documents or will be added as an addition to the Standard Bylaws provided by the Strata Property Act.
14. The Developer warrants and agrees the Developer will cause its subsidiaries and any successors or assigns or any successors or assigns of the Developer or its interests to continue to be bound by the terms of this Agreement.
15. The Developer agrees that Modo will not be under any obligation whatsoever to provide share equity for use at the Development if Modo has not received full payment from the Developer by the required deadline of the sums owing in Articles 2 of this Agreement.

III. OBLIGATIONS OF THE STRATA CORPORATION

16. All Subject Shares will be registered in the name of the Strata Corporation. The Strata Corporations will hold all the Subject Shares for the benefit of the Owner of each of the Participating Strata Lots in accordance with this Agreement.
17. The Developer will cause the Strata Corporations to have bylaws registered in the Victoria Land Title Office dealing with its ownership of the Subject Shares. For greater clarity, and notwithstanding those bylaws listed in Schedule B, the bylaws of the Strata Corporations will include, *inter alia*, provisions to the following effect:
 - (a) each of the Subject Shares will have a notation indicating that it is issued and to be held by the Strata Corporation pursuant to this Agreement;

- (b) an Owner of a Strata Lot who wishes to participate in the benefits of membership in Modo must apply to Modo, satisfy Modo's requirement for membership and enter into such agreements that Modo may require from its members generally;
 - (c) an Owner of a Participating Strata Lot may only have the benefit of membership in Modo attached to the fifty (50) Subject Shares held by the Strata Corporation for the benefit of such Owner for as long as the Owner is the registered owner of the Participating Strata Lot;
 - (d) no Owner of a Participating Strata Lot has any right to require Modo to redeem the fifty (50) Subject Shares held by the Strata Corporation for the benefit of such Owner or to receive any amount that may be payable upon the redemption thereof;
 - (e) on a record date the Strata Corporation will be entitled to receive any dividend on the fifty (50) Subject Shares held by the Strata Corporation for the benefit of each Owner of a Participating Strata Lot, such dividends which may be declared by Modo as being payable to the owners of its shares on such record date; and
 - (f) each Owner of a Participating Strata Lot will be responsible for and will save the Strata Corporation harmless from any and all Membership Obligations incurred by such Owner 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 Owner's participation in the activities of Modo, use of Modo vehicles or otherwise associated with the fifty (50) Subject Shares of Modo held by the Strata Corporation for the benefit of such Owner.
18. Once the Strata Corporation becomes a party to this Agreement, the Strata Corporation covenants and agrees with Modo that the Strata Corporation will cause the Owners of the Strata Corporation, including their Tenants, heirs, administrators and assigns, to comply with Modo Co-operative Subject Shares Bylaw, attached hereto as Schedule B and to be incorporated into the Bylaws of the Strata Corporation.
19. Every three (3) calendar months from Occupancy Date, Modo will provide the Strata Corporation in writing the names of all Owners and Tenants who exercise the benefits of a Partnership Membership. Within ten (10) business days after receipt of this information, the Strata Corporation will inform Modo in writing which Tenants and Owners have ceased to be Tenants or Owners, and unless otherwise advised, Modo will cancel the outgone Owners' or Tenants' benefits of a Partnership Membership.

IV. OBLIGATIONS OF MODO CO-OPERATIVE

20. Modo will provide Developer with marketing materials to promote carshare membership to current and prospective Owners and Tenants.
21. Modo will provide orientation and membership activation services to Owners and Tenants of the Development eligible to become Modo members and wishing to use Modo vehicles.
22. Modo will at its expense install appropriate signage on the Carshare Space allotted by Developer for the Car.
23. Modo agrees to provide the Car for the use of the members of Modo and to cause the Car to be parked in the Carshare Space at all times when not in use by a member of Modo and when not being repaired or serviced. For greater certainty, Modo will not be responsible for any costs in respect of the Carshare Space during the term of this Agreement, including, without limitation, the maintenance of the Carshare Space.
24. 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 Car and Carsharing Program in a prudent manner. If a Car is damaged beyond repair during the Term, Modo shall promptly replace such Car with a vehicle of at least equivalent value and function.
25. Modo acknowledges and agrees that Developer will not be responsible for any costs associated with the Car, Carsharing Program or the Services, beyond the payment of the Project Fee and maintenance of the Carshare Space.

V. MARKETING AND PROMOTION

26. 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.
27. Developer and Modo shall only use each other's wordmarks, logos or trade names in connection with activities relating to the Development. Any other use must receive the prior written approval of each party (by facsimile or electronic mail).
28. 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. Modo agrees to establish a marketing program (the "**Marketing Program**") where Modo will credit \$50 to the Modo account of each resident of the Development who becomes a Modo member, which may be applied to fees for some usage of Modo vehicles, and with no expiry for the duration of the Term, provided the residents are occupying premises within the Development.

29. Throughout the duration of the marketing, of the Development, Developer agrees to communicate the benefits of the on-site Carsharing Program to prospective Owners and Tenants. This will be done through Developer's existing communications channels such as leasing agents and representatives, website and collateral, with support as needed by Modo, with the intent to raise awareness and usage of the Services.

VI. TERMINATION AND MODIFICATION

30. Developer and Modo agree that, if after execution of this Agreement, through no fault of their own, Developer does not receive a development permit for the Development from the Township of Esquimalt then this Agreement shall be terminated and both parties will be relieved of their obligations set forth in this Agreement.
31. Modo will provide the Services for a term of three (3) years commencing on Commencement Date (the "**Term**"), following which this Agreement may be terminated by either party upon obtaining the prior written consent of the other party to this Agreement. Not less than one hundred eighty (180) days prior to the end of the Term, Developer and Modo shall conduct a review of the provision and operation of the Car and the Carsharing Program for the Development, and if Developer and Modo mutually agree that it is economically feasible to continue the operation of the Car and the Carsharing Program at the Development, this Agreement will be renewed for a period mutually agreed upon by Developer and Modo.
32. Modo reserves the right to modify its rules governing membership and the usage and deployment of its vehicles, as set out in the bylaws of Schedule B. Upon any modification, Modo shall immediately notify the Strata Corporations in writing.
33. Developer and Modo agree that, should the usage of the Car fall below Sustainable Usage Levels after the initial three (3) years of occupancy of the Development, Modo may exercise its sole discretion to re-locate the Car in the vicinity of the Development so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.
34. If a Development is destroyed and not rebuilt in a form substantially similar to the original buildings, then Modo may cancel all membership shares held by the Strata Corporation of the Development for the benefit of the Owners of the Participating Strata Lots in the Development, and neither the Developer nor the Strata Corporation will be entitled to a refund of the share purchase price.
35. Either party shall have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.
36. 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.

VII. REPRESENTATIONS AND WARRANTIES OF MODO

37. Modo represents and warrants that it has been duly incorporated and is validly existing as a cooperative association under the *Cooperative Association Act* (British Columbia) and has full power and authority to conduct its business as now owned and conducted.
38. Modo represents and warrants that it has good and sufficient power, authority and right to enter into and deliver this agreement and this Agreement constitutes a valid and legally binding obligation of Modo, enforceable against Modo in accordance with its terms.

VIII. DEFAULT

39. A party claiming default under the terms of this Agreement must provide defaulting party with thirty (30) days written notice of the default. If the defaulting party fails to correct the default within thirty (30) days of receipt of the written notice, the party claiming default may proceed with the dispute resolution procedures provided for herein.

IX. DISPUTE RESOLUTION

40. Should a dispute remain unresolved twenty (20) calendar days after a notice of dispute has been issued, within thirty (30) calendar days after either party notifies the other of a dispute concerning this Agreement, its interpretation or any performance thereunder, 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 the thirty (30) calendar day period, 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 Project or any direct or indirect interest in the parties to this Agreement.
41. 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.
42. 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.

43. If the dispute has not been resolved within ten (10) days after the Mediator was requested under Article 45 to assist the parties to reach 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.
44. 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 in accordance with the Commercial Arbitration Act of 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.
45. The parties covenant and agree that an 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.
46. 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.
47. 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.
48. The dispute resolution provisions herein shall survive termination of this Agreement.

X. NOTICES

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

Lapis Homes Ltd.
4291 Oakfield Crescent
Victoria, BC V8X 4W4

Email: ryanjabs@lapishomes.com

MODO CO-OPERATIVE

200 – 470 Granville Street
Vancouver, BC, V6C 1V5

Email: info@Modo.coop

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

XI. ASSIGNMENT

- 52. Modo may not assign its interest in this Agreement without the prior written consent of Developer.

XII. SEVERABILITY

- 53. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

XIII. INDEMNITY

- 54. Modo agrees to indemnify and save harmless Developer 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 this Agreement.

XIV. ENTIRE AGREEMENT

- 55. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein.

XV. AMENDMENT

- 56. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto.

XVI. BINDING EFFECT

57. This Agreement shall enure 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.

XVII. NO WAIVER

58. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

XVIII. EXECUTION BY COUNTERPARTS


59. This Agreement and any amendment, supplement or termination of any provision herein, may be executed and delivered in counterparts by facsimile or other electronic means, each of which so executed and delivered counterpart is an original, and such counterparts together, will constitute one and the same agreement.

IN WITNESS WHEREOF:

The parties have executed this Agreement on the 6th day of Sept., 2018

Modo Co-operative


By: _____


Patrick Nangb, Cho

Authorized Signatory

Lapis Homes Ltd.

By: _____


RYAN JABS, PRESIDENT

Authorized Signatory

SCHEDULE A

PARKING SPACE FOR CARSHARING VEHICLE

SCHEDULE B

MODO CO-OPERATIVE SUBJECT SHARES BYLAW TO BE INCORPORATED INTO THE BYLAWS OF THE STRATA CORPORATION

1. The Strata Corporation has entered into an agreement with Modo Co-operative ("**Modo**") whereby Modo has issued fifty (50) shares for the benefit of the current Owner of each Participating Strata Lot in the Strata Corporation (the "**Agreement**").
2. Each Owner of a Participating Strata Lot is entitled to the benefit of fifty (50) shares of Modo without payment, the legal ownership of which vests with the Strata Corporation. If there is more than one Owner of a strata lot, the shares will be beneficially held jointly.
3. In order for an Owner to make use of Modo vehicles, the Owner must apply to use them, such application including but not limited to the following:
 - (a) The Owner must prove current ownership of a Participating Strata Lot by providing Modo with a copy of an official land title document indicating the Owner is the owner of the Participating Strata Lot; and
 - (b) The Owner must provide contact information and any other information required by Modo regarding the Owner that would allow Modo to determine if the Owner 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.
4. The Tenant of an Owner of a Participating Strata Lot may make use of Modo vehicles as if the Tenant was a member of Modo, pursuant to the policies and rules of membership in Modo and subject to the limitations set out herein.
5. In order for a Tenant to make use of Modo vehicles, the Tenant must apply to use them, such application including but not limited to the following:
 - a) The Owner of a Participating Strata Lot or Strata Corporation must provide written notice to Modo of the name of the Tenant that are to exercise the benefits of Modo membership; and
 - b) The Tenant must prove current residency at a Participating Strata Lot by providing Modo with a copy of its tenancy agreement or a copy of its driver's records indicating the address of the Participating Strata Lot; and
 - c) The Tenant must provide contact information and any other information required by Modo regarding the Tenant that would allow Modo to determine if the Tenant 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.

6. The Owner of a Participating Strata Lot shall not enjoy benefits of the shares where a Tenant of the Owner has successfully applied to make use of Modo vehicles as defined by Bylaw 5 herein.
7. Each Owner and Tenant entitled to a beneficial interest in the shares may only exercise the rights and benefits of shareholding if the person or persons 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.
8. If at any time an Owner or Tenant does not meet the criteria for the rights and benefits of membership, then the Owner or Tenant may not exercise any Modo membership rights and benefits until such time that the Owner or Tenant 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.
9. Each Owner and Tenant entitled to a beneficial interest in the shares may exercise all rights and remedies available to shareholders of Modo, excluding voting rights, subject to the rules of Modo.
10. Except as provided under this bylaw, the benefits of Modo membership may only be exercised by the Owners of Strata Lots, and the beneficial interest in such shares and may not under any circumstances be assigned, transferred or sold by the shareholder or shareholders except as provided herein.
11. Any sale of a Participating Strata Lot by an Owner will also include, as a benefit of that sale, a transfer of the beneficial interest in the Subject Shares in Modo to the new Owner.
12. Every three (3) calendar months from Occupancy Date, Modo will provide the Strata Corporation in writing the names of all Owners and Tenants who exercise the benefits of a Partnership Membership. Within ten (10) business days after receipt of this information, the Strata Corporation will inform Modo in writing which Tenants and Owners have ceased to be Tenants or Owners, and unless otherwise advised, Modo will cancel the outgone Owners' or Tenants' benefits of a Partnership Membership.
13. No Owner or Tenant is entitled to compensation or a refund of shares purchase price upon the transfer of any shares or benefit as provided herein, and no Owner or Tenant may demand or otherwise require Modo to refund or redeem the shares issued by Modo.
14. Owners and Tenants may decide to cease to exercise the benefits of Modo membership, but the shares remain in the name of the Strata Corporation and attach to the Participating Strata Lot.

15. Upon the destruction of a Participating Strata Lot, and if there is a decision not to rebuild the Participating Strata Lot, then the share and share purchase price of the Strata Corporation and the Owners is absolutely forfeited to Modo without right of compensation of any kind.
16. If this bylaw is repealed or replaced, except where such replacement bylaw is approved by Modo, at its discretion acting reasonably, then the share and share purchase price of each of the shares of the Strata Corporation and any beneficial interest accruing to the Owner is absolutely forfeited to Modo without right of compensation of any kind.

Addendum to an Existing Contract

This document is in reference to a contract agreement made between Modo Co-operative and Lapis Homes Ltd. dated September 6th, 2018.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes that are outlined below. These changes shall be made valid as if they are included in the original stated contract.

Amendment

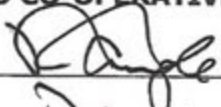
a) Section 31 of the original stated contract shall be deleted and replaced as follow:

31. Modo will provide the Services for a term of three (3) years, following which this Agreement may be terminated by either party upon obtaining the prior written consent of the other party to this Agreement, provided that this Agreement may not be terminated by either party unless such party obtains the prior written consent of the Corporation of the Township of Esquimalt to vary the requirements set out in the Development Permit to provide for the Vehicle, the Carshare Space and the Carsharing Program at 939 Colville Road.

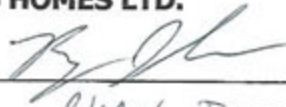
No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

The parties mentioned hereinabove have executed this Agreement on the October 30, 2018.

MODO CO-OPERATIVE

By: 
Name: Patrick Nangle
Title: CEO

LAPIS HOMES LTD.

By: 
Name: RYAN JABS
Title: President

From: [Ryan Jabs](#)
To: [Lynda Hundleby](#)
Cc: [Mayor and Council](#); [Karen Hay](#); [Bill Brown](#)
Subject: Modo vehicle - 825 Lampson / 939 Colville
Date: October-16-18 11:08:49 AM
Attachments: [image001.png](#)

Good morning Councillor Hundleby (CC to mayor and council and planning),

I'm following up on the question you asked at the hearing on October 4th about the type of Modo car share vehicle that will be put at 825 Lampson and 939 Colville if the development is approved (and my apologies for the delay in getting information to you on it).

I spoke to Modo's development representative, Sylvain Celaire, about putting a larger vehicle on site to accommodate families with children and car seats, as there are many families in the area and more once my project is finished. Modo will look at putting a sedan or a larger hatchback on site, but their goal when they move into a neighbourhood for the first time, as they are here, is to accommodate "most people, most of the time," in order to get more people into the program and out of their cars (Larger vehicles cost more per hour for co-op users, so more people tend to choose the smaller vehicles for day-to-day activities).

As more people join the program, their goal is to add more and different types of cars in the area, similarly to what we've seen in Victoria over the last few years. Generally, they want to have three different types of cars within walking distance of a particular area to provide different options, as well as confidence for their users that a car will be there when they need it.

Cars are also not anchored to the same site. If they put a smaller vehicle at my project to start, they may decide to swap it out with a larger vehicle in the future as the service grows and they add cars in the neighbourhood.

I hope this helps answer your question. I will be prepared to speak to it during the public hearing.

Mr. Celaire is also going to send me a letter of support with more data on Modo for this application. I will provide it to planning once I receive it.

Take care,

Ryan Jabs | President, Community Builder
Lapis Homes | 250-413-7121 | www.lapishomes.com
Ryanjabs@lapishomes.com

