

CO-OPERATIVE CARSHARING AGREEMENT

THIS AGREEMENT made the ____ day of _____, _____,

BETWEEN:

MODO CO-OPERATIVE
200 – 470 Granville Street
Vancouver, BC
V6C 1V5

(“**Modo**”)

AND:

(“**Developer**”)

WHEREAS:

- A. Developer is the registered owner of those certain lands located in _____, in the Province of British Columbia and legally described as follows:

PID: _____,
legal lot description _____,
(the “Strata Lands”);

PID: _____,
legal lot description _____,

(the “Rental Lands” and, together with the Strata Lands, the “Lands”);
- B. Developer is proposing to develop a new development including a strata residential development (the “**Strata Development**”) on the Strata Lands and a rental residential development (the “**Rental Development**”) on the Rental Lands (the Strata Development and the Rental Development are collectively referred to herein as the “**Development**”);
- C. It is intended that upon the completion of construction of the Development, the Lands will be subdivided by way of a strata plan (the “**Strata Plan**”) pursuant to the Strata Property Act (British Columbia) in order to create approximately _____ residential strata lots (the “**Strata Lots**”);

- D. It is intended that that Rental Development will include approximately _____ Rental Units (the “**Rental Units**”).
- E. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- F. As a condition of approving the Development, the municipality of Port Moody in British Columbia (the “**Municipality**”) requires the Developer to provide one (1) co-operative vehicle (the “**Shared Vehicle**”) in connection with the Development and to be available as part of a service to share the use of the Shared Vehicle (the “**Carsharing Program**”);
- G. In addition, the Municipality required the Developer to designate one (1) parking space at the Development for the exclusive use of the Shared Vehicle (the “**Shared Vehicle Parking Space**” 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;
- H. Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space and will make the Shared Vehicle available for use in accordance with the terms of this Agreement;
- I. Modo will, at its cost, operate, maintain, repair and insure the Shared Vehicle and administer the service to share the Shared Vehicle (collectively, the “**Services**”);
- J. Developer and Modo intend that the Shared Vehicle 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
- K. Developer and Modo wish to set out in this Agreement the terms and conditions of the Carsharing Program as it pertains to the Development.

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

ARTICLE 1 - DEFINITIONS

- 1.1 Definitions. In this Agreement, the following terms have the following meanings:
 - (a) “**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;

- (b) “**Commencement Date**” means the date on which the Occupancy Permit is issued by the Municipality;
- (c) “**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;
- (d) “**Development**” has the meaning set out in Recital B;
- (e) “**Estimated Occupancy Date**” has the meaning set out in section 2.10;
- (f) “**EV Station**” means the one (1) electric vehicle charging station that may be provided, installed, maintained and replaced by Modo, at Modo’s sole cost, to be used for the sole purpose of charging the Shared Vehicle, and to be located next to the Shared Vehicle Parking Space and an EV Station Electrical Outlet;
- (g) “**EV Station Electrical Outlet**” means one (1) energized electrical outlet capable of 240 Volts and 30 Amps provided by Developer;
- (h) “**Housing Units**” means the Strata Lots and the Rental Units located in the Development;
- (i) “**Lands**” has the meaning set out in Recital A;
- (j) “**Rental Owner**” means the owner of the Rental Lands from time to time;
- (k) “**Mediator**” means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;
- (l) “**Membership Holders**” means, collectively, the Strata Corporation and the Rental Owner, and “**Membership Holder**” means any one of them;
- (m) “**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 Resident (as defined below), 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;
- (n) “**Membership Shares**” means membership shares in Modo;

- (o) **“Occupancy Permit”** means the first occupancy permit issued by the Municipality in respect of the Development;
- (p) **“Partnership Membership”** means the Membership Holders membership in Modo by way of ownership of the Subject Shares;
- (q) **“Partner User”** means a Resident (as defined below) of the Development who benefits from Modo membership privileges by way of the Partnership Membership;
- (r) **“Rental Agreement”** mean a tenancy agreement or similar agreement between the owner(s) of a Strata Lot or Rental Owner and the tenant or occupant of a Housing Unit with respect to the occupancy of such Housing Unit for any length of time;
- (s) **“Rental Lands”** has the meaning set out in Recital A;
- (t) **“Rental Development”** has the meaning set out in Recital B;
- (u) **“Rental Units”** has the meaning set out in Recital D.
- (v) **“Residents”** means collectively, the residents of the Development and **“Resident”** means any one of them and, for greater certainty, **“Residents”** includes any of the following persons who are residents of the Development: owners of Strata Lots, tenants of Strata Lots and tenants of Rental Units;
- (w) **“Shared Vehicle Minimum Term”** means the term of three (3) years for the Shared Vehicle, commencing from the later of the Commencement Date or the first date that the Shared Vehicle is made available for use by Modo Members at a Shared Vehicle Parking Space;
- (x) **“Shared Vehicle”** has the meaning set out in Recital F;
- (y) **“Strata Corporation”** means the strata corporation to be formed pursuant to the *Strata Property Act* upon deposit of the Strata Plan at the New Westminster Land Title Office;
- (z) **“Strata Development”** has the meaning set out in Recital B;
- (aa) **“Strata Lands”** has the meaning set out in Recital A;
- (bb) **“Strata Lot”** has the meaning set out in Recital C;
- (cc) **“Strata Plan”** has the meaning set out in Recital C;
- (dd) **“Strata Property Act”** means the Strata Property Act (British Columbia), as amended from time to time;

- (ee) **“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,
- (ff) **“Term”** means the term of this Agreement as described in section 8.1.

ARTICLE 2 - PROJECT FEE

- 2.1 At least sixty (60) days prior to when the Estimated Occupancy Permit will be issued, the Developer will pay to Modo the aggregate sum of \$29,400.00 inclusive of taxes and fees (the “Project Fee”), representing the following:
 - (a) \$1,000.00 for the purchase of one hundred (100) Membership Shares (the “Subject Shares”); and
 - (b) \$28,400.00 for the purchase of the Shared Vehicle.
- 2.2 If the Occupancy Permit is issued later than the year 2022, the Project Fee will increase by 4% for each year thereafter, on January 1st of such year and until the Occupancy Permit is issued, including the year the Occupancy Permit is issued.
- 2.3 Upon payment of the Project Fee, Modo will issue the Subject Shares and will issue a receipt to the Developer confirming payment of the Project Fee to Modo.
- 2.4 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 section 2.1 of this Agreement.

PBENEFITS AND OBLIGATIONS OF DEVELOPER

- 2.5 Developer agrees to designate the Shared Vehicle Parking Space for the exclusive use of Modo, in compliance with the standards set out in Schedule B and free-of-charge to Modo during the Term of this Agreement.
- 2.6 Developer agrees that throughout the Term of this Agreement, subject to section 10.5, the Shared Vehicle Parking Space will be accessible to and exclusively useable by Modo Members on a 24 hours a day, 7 days a week basis.
- 2.7 Developer permits Modo to directly authorize removal of unauthorized vehicles parked in the Shared Vehicle Parking 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 if that contractor is unavailable. The unauthorized vehicle(s) parked in the Shared Vehicle Parking Space would be removed at the vehicles owners’ risk and expense.
- 2.8 Developer permits Modo, at Modo’s sole cost, to connect the EV Station to the EV Station Electrical Outlet.

- 2.9 Developer agrees that the EV Station Electrical Outlet will be for the exclusive use of Modo during the term of this Agreement.
- 2.10 At least sixty (60) calendar days prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer will provide written notice to Modo of such estimated date (the “**Estimated Occupancy Date**”).
- 2.11 Promptly upon issuance of the Occupancy Permit, Developer will further provide Modo with written notice of the Commencement Date.
- 2.12 Subject to section 10.4 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.

ARTICLE 3 - ASSUMPTION BY MEMBERSHIP HOLDERS

- 3.1 Once Developer is in a position to do so (as determined by the Developer in its sole discretion), Developer will deposit the Strata Plan at the New Westminster Land Title Office, thereby creating the Strata Corporation pursuant to the *Strata Property Act*. Developer will cause the Strata Corporation to execute an assumption agreement which provides that the Strata Corporation agrees to be bound by the terms and conditions of this Agreement and assumes all of the obligations of the Developer and the Membership Holders under this Agreement. If the Subject Shares were issued to the Developer prior to such assumption, then the Developer will transfer an undivided 1/2 interest in the Subject Shares to the Strata Corporation concurrently with such assumption, and Modo hereby consents to such transfer.
- 3.2 Developer will cause the Rental Owner to execute an assumption agreement which provides that the Rental Owner agrees to be bound by the terms and conditions of this Agreement and assumes all of the obligations of the Developer and the Membership Holders under this Agreement. If the Subject Shares were issued to the Developer prior to such assumption, then the Developer will transfer an undivided 1/2 interest in the Subject Shares to the Rental Owner concurrently with such assumption, and Modo hereby consents to such transfer.
- 3.3 Once the Developer, has complied with its obligations under sections 3.1 and 3.2, the Developer will have no further obligations or liabilities whatsoever hereunder, except that the Developer (and not the Membership Holders) will continue to be liable for the Developer’s obligations under ARTICLE 2 -, 0 and this ARTICLE 3 -.

ARTICLE 4 - BENEFIT AND OBLIGATIONS OF THE MEMBERSHIP HOLDERS

- 4.1 The parties agree that the Subject Shares will be registered in the name of the Membership Holders, jointly. The Membership Holders will be the legal owners of

- all the Subject Shares, and their beneficial interest vests in the Residents of the Development in accordance with this Agreement.
- 4.2 The Subject Shares, and the benefit of the Partnership Membership, will not be allocated or divided in any manner as between the Residents of the Strata Development and the Residents of the Rental Development, and there will be no limit on the number of Residents of any given component of the Development that may apply to be Partner Users at any given time (subject to the overall limit on the number of Partner Users set out in section 5.1).
 - 4.3 Residents will not automatically become Modo Members and must apply to join Modo and meet Modo's membership requirements in order to be eligible to use the Shared Vehicle and participate in the Carsharing Program.
 - 4.4 Subject always to section 4.3, a Resident of the Development may only have the benefit of the Partnership Membership for as long as the Resident is actually residing within a Housing Unit in the Development and, for greater certainty, an owner of a Housing Unit is not a Resident for the purposes of this Agreement, and is not entitled to the benefit of the Partnership Membership, unless such owner is actually residing within a Housing Unit in the Development.
 - 4.5 No Resident has any right to require Modo to redeem any Subject Shares held by the Membership Holders for the benefit of such Resident or to receive any amount that may be payable upon the redemption thereof.
 - 4.6 Each Resident will be responsible for and will indemnify and save Developer and the Membership Holders and their respective subsidiaries, successors and 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 Membership Holders or its[their respective] subsidiaries, successors or assigns for the benefit of such Resident.
 - 4.7 Every six (6) calendar months during the Term of this Agreement (commencing on the date that is six (6) months after the Commencement Date), Modo will:
 - (a) provide the Strata Corporation in writing with the name of each Partner User who provided Modo with the address of a Strata Lot as that Partner User's residential address; and
 - (b) provide the Rental Owner in writing with the name of each Partner User who provided Modo with the address of a Rental Unit as that Partner User's residential address.
 - 4.8 Within thirty (30) calendar days after receipt of the information, referred to in section 4.7, the Strata Corporation and the Rental Owner will confirm to Modo in

writing which Partner Users have ceased to be Residents of their respective Housing Units, and Modo will cancel such Partner Users' benefits of the Partnership Membership and such former Residents will cease to be Partner Users.

- 4.9 The Strata Corporation will use reasonable commercial efforts to cause Residents of the Strata Lots who are Partner Users to comply with the Strata Corporation's bylaws applicable to the Partnership Membership and/or the Carsharing Program, including those bylaws set out in Schedule C to be incorporated into the bylaws of the Strata Corporation.
- 4.10 The Rental Owner will use reasonable commercial efforts to cause Residents of the Rental Units who are Partner Users to comply with the rules set out in Schedule D.
- 4.11 Subject to section 10.4 herein, the Rental Owner will ensure that binding rules in the form attached hereto as Schedule D will be provided as a separate document with any and all Rental Agreements that the Rental Owner enters into for the occupancy of Rental Units for any length of time.
- 4.12 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicle during the Term of this Agreement.
- 4.13 The Strata Corporation agrees to pay for the electricity withdrawn from the EV Station Electrical Outlet.
- 4.14 No Membership Holder will be liable hereunder for any breach of this Agreement by any other Membership Holder, and any Membership Holder which breaches this Agreement will be solely liable for such breach.

ARTICLE 5 - BENEFITS AND OBLIGATIONS OF MODO

- 5.1 Modo agrees that the Partnership Membership will allow up to a maximum of fifty-eight (58) Residents to be Partner Users at any given time. For greater certainty, once the foregoing number of Partner Users has been reached, no other Resident may become a Partner User unless an existing Partner User ceases to be a Partner User.
- 5.2 Any number of Residents of any given Housing Unit in the Development may apply to Modo to become Partner Users, and each such Resident who becomes a Partner User will count as a separate Partner User for the purposes of the limit set out in section 5.1.
- 5.3 Modo will use the Project Fee, less the amount required to purchase the Subject Shares, to purchase one (1) new four-wheeled automobile for use as the Shared Vehicle, and will, forthwith upon the purchase of the Shared Vehicle, provide Developer with a copy of the Shared Vehicle's registration evidencing that the

- Shared Vehicle is registered in the name of Modo together with proof of insurance.
- 5.4 Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space and will make the Shared Vehicle available for use by the Modo Members in accordance with the terms of this Agreement and pursuant to the deployment sequence of the Shared Vehicle (the “**Shared Vehicle Deployment Sequence**”) as set out in Schedule E hereto.
 - 5.5 In the event that the Occupancy Permit is not issued within thirty (30) days after the Estimated Occupancy Date, Modo reserves the right to park the Shared Vehicle at another location suitable for its use within the Carsharing Program and make it available for use by Modo Members, provided always that Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space by no later than the date that is seven (7) days after the Commencement Date in accordance with the Shared Vehicle Deployment Sequence.
 - 5.6 Modo agrees to provide the Shared Vehicle for the use of Modo Members and to cause the Shared Vehicle to be parked in the Shared Vehicle Parking Space 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 Space during the Term of this Agreement, including, without limitation, the maintenance of the Shared Vehicle Parking Space.
 - 5.7 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 into or onto any part of the Development, failing which the Developer may clean up such spill or leak, and Modo will, forthwith on demand reimburse the Developer for the cost thereof.
 - 5.8 Modo will at its sole expense install appropriate signage on the Shared Vehicle Parking Space for the Shared Vehicle.
 - 5.9 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 Vehicle and the Carsharing Program in a prudent manner. If the Shared Vehicle is damaged beyond repair during the Shared Vehicle Minimum Term, then Modo will promptly replace such Shared Vehicle with a vehicle of at least equivalent value and function and such replacement vehicle will be such Shared Vehicle for all purposes hereunder.
 - 5.10 Modo acknowledges and agrees that Developer will not be responsible for any costs associated with the Shared Vehicle, the EV Station, the Carsharing Program or the Services, including, without limitation, any applicable taxes or delivery fees in respect of the purchase of the Shared Vehicle or any user or membership fees of any of the Residents, beyond the payment of the Project Fee

and the use of and access to the Shared Vehicle Parking Space and EV Station Electrical Outlet.

- 5.11 Modo will pay a fee to the Strata Corporation in an amount equal to the amount paid by the Strata Corporation for the electricity withdrawn from the EV Station Electrical Outlet, based on data logs and reports from the EV Station. The fee will be paid in arrears on a yearly basis, starting on the Commencement Date or such other date as may be agreed upon by the Strata Corporation and Modo.
- 5.12 Modo reserves the right to relocate the Shared Vehicle parked in the Shared Vehicle Parking Space if access to the Shared Vehicle Parking Space is not provided in accordance with section 2.6 for a duration greater than twenty-four (24) consecutive hours and until access to the Shared Vehicle Parking Space has been re-established in accordance with section 2.6.
- 5.13 Modo reserves the right to relocate the Shared Vehicle parked in the Shared Vehicle Parking Space if access to the EV Station Electrical Outlet is not provided in accordance with section 2.9 for a duration greater than twenty-four (24) consecutive hours and until access to the EV Station Electrical Outlet has been re-established in accordance with section 2.9.
- 5.14 Modo will provide orientation to all Residents wishing to participate in the Carsharing Program or use Modo vehicles.
- 5.15 Modo will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.
- 5.16 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.

ARTICLE 6 - MARKETING AND MONITORING

- 6.1 Modo acknowledges that the premises within the Development will be occupied by Residents that will change over time.
- 6.2 Modo will 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 will only be applied to fees for usage of Modo vehicles, for the duration of the Shared Vehicle Minimum Term.
- 6.3 Throughout the duration of the pre-sale, sale and initial 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) to the extent permitted by law, 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) to the extent permitted by law, 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,

and the Membership Holders consent and agree to the foregoing and will take such steps as reasonably required to assist the Developer in carrying out the foregoing obligations.

- 6.4 During the Term of this Agreement, Developer and Modo will 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 each party will use the most recent version of the other party's graphics (as approved by the party in writing).
- 6.5 Developer and Modo will 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).
- 6.6 The Membership Holders will permit Modo to monitor the impacts of its Services by facilitating the administration of monitoring measures including, but not limited to (and to the extent permitted by law), 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 to participate in any such monitoring measures.

ARTICLE 7 - SECURITY INTEREST

- 7.1 Subject to receipt of the Project Fee, Modo agrees to grant to Developer a security interest in the Shared Vehicle and to execute a security agreement in the form attached as Schedule F hereto.

- 7.2 Modo acknowledges and agrees that Developer may register a security interest in the Shared Vehicle for a term equal to the Shared Vehicle Minimum Term in the British Columbia Personal Property Registry.

ARTICLE 8 - NO FIXED TERM

- 8.1 The Term of this Agreement will commence on the date this Agreement is executed by the parties. This Agreement will not have a fixed term and will continue in full force and effect until terminated in accordance with the terms hereof provided that Modo agrees to provide the Services for a minimum term equal to the Shared Vehicle Minimum Term.

ARTICLE 9 - MUTUAL REPRESENTATION

- 9.1 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.

ARTICLE 10 - TERMINATION AND AMENDMENT

- 10.1 Developer and Modo agree that, if after execution of this Agreement, Developer does not receive approval for a development permit, a building permit or any other permit necessary to construct and complete the Development from the Municipality then this Agreement will be terminated and both parties will be relieved of their obligations herein.
- 10.2 No amendment, addition, deletion or other modification to this Agreement will be effective unless in writing and signed by each party.
- 10.3 This Agreement may not be amended or terminated without the prior written consent of the General Manager of Engineering Services [or equivalent] of the Municipality.
- 10.4 Notwithstanding sections 10.2 and 10.3, Modo reserves the right to make reasonable amendments to the rules governing the Membership Shares and ownership of the Subject Shares as set out in Schedule C and Schedule D, so long as such changes apply equally to each group of Residents. Upon any amendments, Modo will immediately notify the Membership Holders, following which the Membership Holders will notify the Residents of such amendments.

- 10.5 Developer and Modo agree that, if the usage of the Shared Vehicle falls below Sustainable Usage Levels, and only after the Shared Vehicle Minimum Term has expired, Modo may exercise its right, in its sole discretion, to: (i) replace the Shared Vehicle with any vehicle of Modo's choice, or (ii) relocate the Shared Vehicle from the Shared Vehicle Parking Space, in each case so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.
- 10.6 In the event of relocation of the Shared Vehicle pursuant to section 10.5, then the Shared Vehicle Parking Space will no longer need to be made available to Modo and section 4.12 will cease to apply, and Modo will not be obligated hereunder to provide the Services or make the Shared Vehicle available for use of Partner Users, but, for greater certainty, the Partnership Membership will continue in effect. For the avoidance of doubt, in the event of a replacement of the Share Vehicle pursuant to section 10.5, this section 10.6 will not apply.
- 10.7 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 Membership Holders, and the Membership Holders will not be entitled to a refund of the Subject Shares purchase price.
- 10.8 Either party will have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.

ARTICLE 11 - SUBSEQUENT TRANSFERS OF RENTAL LANDS

- 11.1 If at any time following the assumptions and transfer referred to in section 3.2, the Rental Owner subsequently transfers its interest in the Rental Lands to a transferee, then the Rental Owner will cause such transferee to execute an assumption agreement which provides that such transferee agrees to be bound by the terms and conditions of this Agreement and assumes all of the obligations of the Developer and the Membership Holders under this Agreement, and the Rental Owner will transfer the Rental Owner's interest in the Subject Shares to such transferee, and the transferring Rental Owner will not be liable for any obligations or liabilities arising hereunder from and after the date of such transfer.

ARTICLE 12 - DEFAULT

- 12.1 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, then the party claiming default may proceed with the dispute resolution procedures provided for herein.

ARTICLE 13 - DISPUTE RESOLUTION

- 13.1 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 13.1 (b)., or if a default is not cured within thirty (30) calendar days after either party notifies the other of such default, the parties will agree upon and appoint a Mediator for the purpose of mediating such dispute. The appointment of the Mediator will 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 will 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 will be appointed by reference to a Judge of the Supreme Court of British Columbia. No one will 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 will send a notice of dispute in writing to the other party which notice will contain the particulars of the matter in dispute and the relevant provisions of the Agreement. The responding party will 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 will request the Mediator to assist the parties to reach agreement on any unresolved dispute. The Mediator will 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 13.1. (a). to assist the parties to reach an agreement, or within such further period agreed to by the parties, the Mediator will 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, will be decided by final and binding arbitration before a single arbitrator (the "**Arbitrator**") in accordance with the *Arbitration Act* (British Columbia). The parties will agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator will be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator will 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 will 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 will 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 will 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 will continue to meet their obligations under this Agreement while the mediation and arbitration processes are continuing.

13.2 The dispute resolution provisions herein will survive termination of this Agreement.

ARTICLE 14 - NOTICES

14.1 Notices under this Agreement will be provided in writing to the following addresses or electronic mail addresses set out below:

(a) Developer:

- [address]
- Email: [email address]

(b) Modo

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

14.2 All notices will be deemed to have been delivered on the next business day following their posting or emailing.

14.3 Addresses for notices may be amended by written notice from one party to the other.

ARTICLE 15 - ASSIGNMENT

15.1 Neither party will transfer or assign this Agreement to any other party without the prior written consent of the parties to this Agreement, which consent will not be

unreasonably withheld. Notwithstanding the foregoing, the Developer may assign this Agreement to the Strata Corporation and the Rental Owner without Modo's prior consent but on notice to Modo.

ARTICLE 16 - INDEMNITY

- 16.1 Each party agrees to indemnify and save harmless the other party 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.

ARTICLE 17 - GENERAL

- 17.1 Nothing in this Agreement nor the acts of the parties will 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 will 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.
- 17.2 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.
- 17.3 Any provision of this Agreement that is or becomes unenforceable will 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.
- 17.4 Any waiver or consent will 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.
- 17.5 This Agreement will enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, respective successors and permitted assigns.
- 17.6 The parties will 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.
- 17.7 This Agreement will 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.

17.8 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 one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means will be equally effective as delivery of a manually executed counterpart thereof.

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

By Modo:

MODO CO-OPERATIVE, by its authorized signatory

By: _____
Name:
Title:

By Developer:

•, by its authorized signatory

By: _____
Name:
Title:

**SCHEDULE A
SHARED VEHICLE PARKING SPACE FOR SHARED VEHICLE**

[Plan to be inserted showing location of parking space]

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:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 with:

- average illumination levels of 11 Lux with a uniformity ratio (average level to minimum level) of 3:1;
- luminaires situated in such a way so as not to directly throw light onto streets, lanes, or adjacent properties; and
- a photocell or equivalent switch that will activate the lighting system when ambient light levels are 11 Lux or less.

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

9. Electric Vehicle charging infrastructure

The 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.

If the Shared Vehicle is an electric vehicle, then a Level 2 electric vehicle charging station shall be supplied and installed in the Shared Vehicle Parking Space.

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

1. In this bylaw •, the following terms have the following meanings:
 - (a) “**Membership Holders**” means, collectively, the Strata Corporation and the owner of the Rental Housing Development;
 - (b) “**Modo**” means Modo Co-operative;
 - (c) “**Project**” means, collectively, the Strata Development and the Rental Housing Development;
 - (d) “**Rental Housing Development**” means, collectively, the rental housing development located at _____, British Columbia;
 - (e) “**Residents**” means, collectively, residents of strata lots in the Strata Development and residents of rental units in the Rental Housing Development, and each such resident is referred to herein as a “**Resident**”;
 - (f) “**Strata Corporation**” means the Strata Corporation for the Strata Development; and
 - (g) “**Strata Development**” means the residential strata development known as _____ located at _____, British Columbia.
2. The strata corporation has assumed, or will assume, an agreement (the “**Co-operative Carsharing Agreement**”) with Modo whereby Modo has issued the Membership Holders membership shares (the “**Modo Shares**”) in Modo for the benefit of Residents, as set out in the Co-operative Carsharing Agreement, so Residents can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
3. Membership Holders will be the legal owner of the Modo Shares, and a certain number of Residents, as further set out in the Co-operative Carsharing Agreement, 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.
4. Residents exercising the rights and benefits of Modo membership by way of the Modo Shares owned by the Membership Holders (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.

5. Each Resident 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.
6. Each Resident will be responsible for and will save the Membership Holders and their respective subsidiaries, 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 Membership Holders or their respective subsidiaries or any successors or assigns for the benefit of such Resident.
7. 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.
8. 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 a holder of a driver's licence issued in British Columbia, Canada, must prove current residency at the Project by providing Modo with a copy of its current driver's records indicating the Resident's address within the Project;
 - (b) The Resident, if a holder of a driver's licence issued outside of British Columbia, Canada, must prove current residency at the Project by providing Modo with a copy of a bill indicating the name of the Resident and the Resident's address within the Project; 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.
9. 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.
10. 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.

11. Except as provided in these bylaws, the benefits of Modo membership may only be exercised by Residents who actually reside in a strata lot or rental unit located in the Project, and the benefits may not under any circumstances be assigned, transferred or sold by Residents except as provided herein.
12. The Modo Shares owned by the Membership Holders attach to the strata lots and rental units within the Project, and the beneficial interest in the Modo Shares vests in the Residents. Residents who no longer reside in the Project will also lose the benefit of the Modo Shares owned by the Membership Holders.
13. Every six (6) calendar months, Modo will provide to the Strata Corporation, in writing, the names of all Partner Users that are, according to Modo's records, residents of the Strata Development. 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 of the Strata Development, and unless otherwise advised, Modo will cancel the former Residents' beneficial interest in the Modo Shares owned by the Membership Holders.
14. No Resident is entitled to compensation or a refund of the Modo Shares 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.
15. Partner Users may decide to cease exercising the benefits of the Modo Shares owned by the Membership Holders, but the Modo Shares remain at all times in the name of the Membership Holders and attach to the strata lots and rental units within the Project.
16. Modo reserves the right to revoke membership privileges of any Partner User who does not book a Modo vehicle for twelve (12) consecutive months.
17. Upon destruction of the Project, and if there is a decision to not rebuild the Project, then the Modo Shares and the purchase price therefor will be absolutely forfeited to Modo without right of compensation of any kind.
18. The bylaws in this bylaw • (collectively, the "**Modo Bylaws**") will automatically terminate in the event the Co-operative Carsharing Agreement is terminated.
19. 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, at the option of Modo, the right of Residents of the Strata Development to be Partner Users and to exercise the rights and benefits of Modo membership by way of the Modo Shares owned by the Membership Holders may be suspended or terminated, without any compensation to the Strata Corporation or the Residents of the Strata Development, provided however that Modo will continue to operate the car sharing program notwithstanding any such suspension or termination.

20. Each owner of a strata lot in the Strata Development will provide a copy of the Modo Bylaws to any tenant of such strata lot.

SCHEDULE D
RULES ATTACHING TO THE MEMBERSHIP SHARES IN MODO CO-OPERATIVE

1. The following terms have the following meanings:
 - (a) “**Membership Holders**” means, collectively, the Strata Corporation and the owner of the Rental Housing Development;
 - (b) “**Modo**” means Modo Co-operative;
 - (c) “**Project**” means, collectively, the Strata Development and the Rental Housing Development;
 - (d) “**Rental Housing Development**” means the rental housing development located at _____, British Columbia;
 - (e) “**Residents**” means, collectively, residents of strata lots in the Strata Development and residents of rental units in the Rental Housing Development, and each such resident is referred to herein as a “**Resident**”;
 - (f) “**Strata Corporation**” means the Strata Corporation for the Strata Development; and
 - (g) “**Strata Development**” means the residential strata development known as _____ located at _____, British Columbia.
2. _____ (the “**Rental Property Owner**”), being the owner of the Rental Housing Development, has assumed, or will assume, an agreement (the “**Co-Operative Carsharing Agreement**”) with Modo whereby Modo has issued to the Membership Holders membership shares (the “**Modo Shares**”) in Modo for the benefit of the Residents, as set out in the Co-operative Carsharing Agreement, so Residents can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
3. The Membership Holders will be the legal owner of the Modo Shares, and a certain number of Residents, as further set out in the Co-operative Carsharing Agreement, 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.
4. Residents exercising the rights and benefits of Modo membership by way of the Modo Shares owned by the Membership Holders (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.

5. Each Resident 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.
6. Each Resident will be responsible for and will save the Membership Holders and their respective subsidiaries, 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 Membership Holders or their respective subsidiaries, successors or assigns for the benefit of such Resident.
7. 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.
8. 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 a 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 Resident's address within the Project;
 - (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 the Resident's address within the Project; 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.
9. 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.
10. 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.

11. Except as provided in these rules, the benefits of Modo membership may only be exercised by Residents who actually reside in a strata lot or rental unit located in the Project, and the benefits may not under any circumstances be assigned, transferred or sold by Residents except as provided herein.
12. The Modo Shares owned by the Membership Holders attach to the strata lots and rental units within the Project, and the beneficial interest in the Modo Shares vests in the Residents. Residents who no longer reside in the Project will also lose the benefit of the Modo Shares owned by the Membership Holders.
13. Every six (6) calendar months, Modo will provide to the Rental Property Owner, in writing, the names of all Partner Users that are, according to Modo's records, residents of the Rental Housing Development owned by the Rental Property Owner. Within thirty (30) calendar days after receipt of this information, the Rental Property Owner will inform Modo in writing which Partner Users have ceased to be Residents of such Rental Housing Development, and unless otherwise advised, Modo will cancel the former Residents' beneficial interest in the Modo Shares owned by the Membership Holders.
14. No Resident is entitled to compensation or a refund of the Modo Shares 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.
15. Partner Users may decide to cease exercising the benefits of the Modo Shares owned by the Membership Holders, but the Modo Shares remain in the name of the Membership Holders and attach to the strata lots and rental units within the Project.
16. Modo reserves the right to revoke membership privileges of any Partner User who does not book a Modo vehicle for twelve (12) consecutive months.
17. Upon destruction of the Project, and if there is a decision to not rebuild the Project, then the Modo Shares and the purchase price therefor will be absolutely forfeited to Modo without right of compensation of any kind.
18. If the rules contained herein are not provided to a Resident who is a tenant of the Rental Housing Development, then, at the option of Modo, the right of such Resident to be a Partner User and to exercise the rights and benefits of Modo membership by way of the Modo Shares owned by the Membership Holders may be suspended or terminated, without any compensation to the Rental Property Owner or such Resident, provided however that Modo will continue to operate the car sharing program notwithstanding any such suspension or termination.

**SCHEDULE E
SHARED VEHICLE DEPLOYMENT SEQUENCE**

Shared Vehicle	Location of Shared Vehicle Parking Space	Commencement of Shared Vehicle deployment	Conditions for deployment of the Shared Vehicle
Shared Vehicle #1	Shared Vehicle Parking Space at development	Within seven (7) days after the Commencement Date.	Shared Vehicle Parking Space is accessible as per sections 2.5 and 2.6 of this Agreement.

**SCHEDULE F
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 the following vehicle:

Make/Model: _____
Vehicle Identification Number: _____

(the “Shared Vehicle”); and

B. The Grantor has agreed to deliver this Agreement to create security over the interest it has in the Shared Vehicle 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 Grantor and the Secured Party hereby agree as follows:

1. **Security Interest in the Shared Vehicle.** 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 Vehicle.
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 Vehicle, 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 Vehicle.
3. **Use and Location of the Shared Vehicle.** The Grantor will not sell, lease or otherwise dispose of the Shared Vehicle without the prior written consent of the Secured Party and

the Grantor will keep the Shared Vehicle in good condition, reasonable wear and tear excepted.

4. **No Liens on Shared Vehicle.** The Grantor will not permit any lien, charge, encumbrance or security interest (each, a “Lien”) to attach to the Shared Vehicle 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 will 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 will 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 will 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 will 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) for the Shared Vehicle.
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 will 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.
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 one 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 will be for all purposes as effective as if the Grantor had delivered an executed original Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

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

MODO CO-OPERATIVE, by its authorized signatory

By: _____
Name:
Title: